



REGULAR ASSEMBLY MEETING 2024-25 AGENDA

November 18, 2024 at 7:00 PM

Assembly Chambers/Zoom Webinar

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

Submitted By:

Katie Koester, City Manager

A. FLAG SALUTE

B. LAND ACKNOWLEDGEMENT

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

C. ROLL CALL

D. SPECIAL ORDER OF BUSINESS

1. **Legislative Citation from Senator Kiehl**
2. **Proclamation Recognizing Dr. Paul L. Weiden, MD**
3. **Proclamation Recognizing Small Business Saturday 2024**
4. **Introduction of Ordinance 2024-40 An Ordinance Creating a Local Improvement District No. 210 HESCO Barrier Project Phase 1 and Appropriating the Sum of up to \$7,580,000.**

In response to the recent Mendenhall River flooding, and in coordination with the US Army Corps of Engineers, the CBJ is pursuing advance flood fighting measures in the form of HESCO barriers to safeguard homes in the Mendenhall Valley. This Ordinance creates a local improvement district which contains all benefited homes in the Phase 1 installation of the HESCO barriers along the Mendenhall River. Using the 16 ft inundation maps, CBJ has identified 466 properties which would be specially benefited from Phase 1. The project costs are estimated at \$7,580,000. The project costs will be equally shared between property owners and the CBJ.

The Assembly discussed this project on October 21, 2024, and directed that an ordinance be presented at tonight's meeting. Included with the Ordinance is a map of included homes, an assessment roll, and a memorandum of understanding for property owners along the river.

The City Manager recommends the Assembly introduce this ordinance, amend as desired, and schedule it for public hearings at 2 regular Assembly meetings (scheduled for December 16, 2024 and February 3, 2025).

E. APPROVAL OF MINUTES

F. MANAGER'S REQUEST FOR AGENDA CHANGES

- G. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS (*Limited to no more than 20 minutes, with each speaker limited to a length of time set by the Mayor not to exceed three minutes.*)
- H. CONSENT AGENDA

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

Assembly Request for Consent Agenda Changes

Assembly Action

I. Ordinances for Introduction

- 5. **Ordinance 2024-01(b)(T) An Ordinance Appropriating \$2,500,000 to the Municipal Compost Facility Capital Improvement Project; Grant Funding Provided by the United States Environmental Protection Agency.**

This ordinance would appropriate a \$2,500,000 grant from the United States Environmental Protection Agency (EPA) to the Municipal Compost Facility CIP. This Congressionally Directed Spending (CDS) grant was secured through the Consolidated Appropriations Act in federal fiscal year 2023. This funding would contribute toward the planning, design, site preparation, and construction of basic infrastructure for organics diversion recovery. Future composting activities will increase local organics diversion efforts without the need for long-haul overseas transportation to the lower 48 states No local match is required for this funding.

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

- 6. **Ordinance 2024-01(b)(U) An Ordinance Appropriating \$125,000 to the Manager for the Parks and Playground Major Maintenance Capital Improvement Project; Grant Funding Provided by the Alaska Department of Natural Resources.**

This ordinance would appropriate \$125,000 to the Parks and Playground Major Maintenance CIP. This funding would contribute toward work at Sigoowu Ye Park. The project work includes the demolition and removal of existing playground equipment and furnishings, installation of new playground equipment; and site improvements such as lighting, sidewalks and landscaping. The local match requirement will be provided by previously appropriated funds in the Parks and Playground Major Maintenance CIP.

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

- 7. **Ordinance 2024-01(b)(V) An Ordinance Appropriating \$653,520 to the Manager for the Lemon Creek Multimodal Path Capital Improvement Project; Grant Funding Provided by the U.S. Department of Transportation, Federal Highway Administration.**

CBJ has been awarded a \$653,520 Reconnecting Communities Pilot (RCP) grant from the Federal Highway Administration. This grant would support for the planning, design, and community engagement for the installation of a non-motorized pathway in the Lemon Creek community. This project would provide safe, convenient, community centric non-motorized access within the community. A local match requirement of \$163,380 will be provided by previously appropriated funds in the Lemon Creek Multi Modal CIP.

The Public Works and Facilities Committee reviewed this request at the July 15, 2024 meeting.

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

8. Ordinance 2024-01(b)(W) An Ordinance Appropriating up to \$3,000,000 to the Manager for a Loan to Tower Legacy II, LLC for Creekside Apartments; Funding Provided by the Affordable Housing Fund.

In July 2024 the CBJ Assembly made \$4,000,000 available for use by for-profit and non-profit organizations, public and regional housing authorities, and tribal governments interested in the creation of affordable and workforce housing in the City and Borough of Juneau. On November 4, 2024, The LHED Committee reviewed funding recommendations and forwarded this project to the full Assembly for approval.

This ordinance appropriates \$3,000,000 to the Creekside Apartments project.

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

9. Ordinance 2024-01(b)(X) An Ordinance Appropriating up to \$1,000,000 to the Manager for a Loan to BroKo Holdings, LLC for 220 Front Street; Funding Provided by the Affordable Housing Fund.

In July 2024 the CBJ Assembly made \$4,000,000 available for use by for-profit and non-profit organizations, public and regional housing authorities, and tribal governments interested in the creation of affordable and workforce housing in the City and Borough of Juneau. On November 4, 2024, The LHED Committee reviewed funding recommendations and forwarded this project to the full Assembly for approval.

This ordinance appropriates \$1,000,000 to the Front Street project.

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

10. Ordinance 2024-37 An Ordinance Amending the Uniform Sales Tax Code Related to Definitions, a Temporary Sales Tax Registration, and Deposits by Nonresidents.

Ordinance 2024-37 clarifies and supports the sales tax code as a result of common questions and compliance concerns that have arisen over the years. The definitions that are added or amended are intended to provide clarity to the merchants, and in some instances, to put CBJ in better alignment with the Alaska Remote Sellers Sales Tax Commission (ARSSTC) uniform code. In addition, a section is added to create an “itinerate” sales tax registration which will ease the burden on small businesses based outside of Juneau that may come to town for short periods of time.

The Assembly Finance Committee reviewed this ordinance on November 6, 2024.

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

11. Ordinance 2024-36 An Ordinance Amending the Uniform Alaska Remote Sellers Sales Tax Code.

Ordinance 2024-36 implements amendments to the Alaska Remote Sellers Sales Tax Commission (ARSSTC) uniform code recently passed by the ARSSTC board. These amendments were developed through a workgroup of member jurisdictions, including representation by CBJ staff from both the Finance and Law departments. In FY 2024, CBJ collected \$4.5M in sales tax revenue through ARSSTC from sales where the seller is located outside of our jurisdiction.

The Assembly Finance Committee reviewed this ordinance on November 6, 2024.

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

12. Ordinance 2024-41 An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of Mendota Park Parcel 1B, Located on Davis Avenue, from D10 to D15.

This rezone request would facilitate the addition of eleven (11) units to this lot. The neighboring Alaska Department of Corrections is concerned that increased density would result in development closer to the common lot line, for which mitigation would be challenging due to terrain. While rezone conditions are limited to health and safety, the development will require a new or updated Conditional Use Permit. The lot had been rezoned D15 but was downzoned due to intersection concerns at Davis Avenue and Glacier Highway. Since then the intersection has been signalized.

The Planning Commission heard this [proposed rezone](#) at their regular meeting on October 22, 2024; and recommends the Assembly approve the proposed rezone.

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

13. Ordinance 2024-42 An Ordinance approving the City and Borough’s participation in proposed refinancings by the Alaska Municipal Bond Bank of the Bond Bank’s various General Obligation Bonds that provided funds to purchase various revenue bonds of the City and Borough, under loan agreements between the City and Borough and the Bond Bank; and authorizing revised schedules of principal and interest payments on the City and Borough’s bonds, in accordance with the loan agreements, if the Bond Bank successfully refinances its bonds.

This ordinance would authorize the issuance of up to \$13.5 million in bonds to refund (refinance) the 2014A Port, 2015 Harbor, and 2021 Port bonds. The original bonds were sold through the Alaska Municipal Bond Bank and financed harbor improvements, seawalk construction, and cruise ship berth enhancements. As a result of lower market interest rates, this refunding is estimated to result in a total savings of approximately \$700,000 over the remaining life of the bonds.

The Assembly Finance Committee reviewed this request at the November 6, 2024 meeting.

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

J. Resolutions

14. Resolution 3078 A Resolution Supporting the Juneau Coordinated Transportation Coalition’s Prioritization of Projects for Grant Funding by the Alaska Department of Transportation & Public Facilities.

This resolution supports Southeast Alaska Independent Living's (SAIL) grant application for the FY2025 Alaska Department of Transportation Human Services Transportation Service Grant. On August 22, 2024, the Juneau Coordinated Transportation Coalition (JCTC) met and approved forwarding the nominations below.

- A Replacement ADA Vehicle for its SAIL/ORCA Program participants;
- A Replacement ADA Taxi.

The Public Works & Facilities Committee at its September 9, 2024 meeting voted to forward a resolution of support for the SAIL applications to the full Assembly.

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

The City Manager recommends the Assembly adopt this resolution.

K. Liquor/Marijuana Licenses

15. Liquor & Marijuana License Actions

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

Liquor License – Renewal

Licensee: Taku Glacier Lodge Inc. d/b/a Taku Glacier Flightseeing/Salmon Bake

License Type: Restaurant/Eating Place, Liquor License: #1416 Location: Taku Valley Lot 75, Juneau

Licensee: JH Inc. d/b/a Seong's Sushi Bar

License Type: Restaurant/Eating Place, Liquor License: #4192 Location: 740 W. 9th St., Juneau

Licensee: Abigail May LaForce Barnett d/b/a Zerelda's Bistro

License Type: Restaurant/Eating Place, Liquor License: #5278 Location: 9104 Mendenhall Mall Rd., Juneau

Licensee: Green Lantern LLC. d/b/a No DBA

License Type: Restaurant/Eating Place, Liquor License: #851 Location: No Premises, Juneau

Licensee: AK Grizzly Bar LLC d/b/a AK Grizzly Bar

License Type: Beverage Dispensary, Liquor License: #772 Location: 210 Admiral Way, Juneau

Licensee: JD Entertainment, Inc. d/b/a The Island Pub

License Type: Beverage Dispensary, Liquor License: #728 Location: 1102 2nd St., Douglas

Marijuana License - Renewal

Licensee: Top Hat LLC d/b/a Top Hat LLC

License Type: Standard Marijuana Cultivation, License #: 10270 Location: 2315 Industrial Blvd. Suite A, Juneau

Licensee: Top Hat Concentrates LLC d/b/a Top Hat Concentrates LLC

License Type: Marijuana Product Manufacturing Facility, License #: 10271 Location: 2315 Industrial Blvd. Suite B, Juneau

Licensee: Green Elephant LLC d/b/a Green Elephant LLC

License Type: Standard Marijuana Cultivation, License #: 10315 Location: 101 Mill St., Suite A, Juneau

Licensee: Green Elephant LLC d/b/a Green Elephant LLC

License Type: Retail Marijuana Store, License #: 10844 Location: 101 Mill St., Suite B, Juneau

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

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

L. Other

16. Short Term Rental Task Force

Charging Document and Appointment of Members

M. PUBLIC HEARING

17. Resolution 3051 A Resolution Petitioning the Alaska State Alcoholic Beverage Control Board to Issue up to 20 Additional Restaurant or Eating Place Licenses within the City and Borough of Juneau Under Alaska Statute 04.11.405.

Currently, our community exceeds the number of Restaurant or Eating Place Licenses (REPLs), and there appears to be demand for more alcohol licenses. In January 2024 Alaska law changed, allowing municipalities to apply for additional REPLs. In 2023 the Assembly Human Resources Committee (HRC) discussed the changes to alcohol licensing on November 13, 2023; December 11, 2023; and January 8, 2024. The HRC recommended the Assembly request up to 20 additional REPL's from the State.

This resolution was up for Assembly action at the February 5, 2024 Regular Assembly meeting. After public testimony and Assembly discussion, a motion to postpone action on this resolution until no earlier than November 4, 2024 passed. On November 4, 2024 an email notice was sent to all current liquor license holders within the City and Borough of Juneau that this resolution would be back before the Assembly for consideration at this November 18, 2024 meeting.

The City Manager recommends the Assembly take public testimony and decide whether to amend or adopt this resolution.

18. Ordinance 2023-14(b)(AS) An Ordinance Appropriating \$985,000 to the Manager for the City and Borough of Juneau's Fiscal Year 2024 Operating Costs; Funding Provided by Airport Funds and Eaglecrest Funds.

This housekeeping ordinance appropriates \$985,000 for the City and Borough of Juneau's FY2024 operating costs. The following departments require supplemental budget authority in FY2024:

Airport: this ordinance appropriates \$950,000 of Airport funds for the leasing of an Aircraft Rescue and Fire Fighting (ARFF) truck from the City of Palmer, repairs to wash bay door and heating/cooling systems at the airport, the removal and replacement of an underground storage tank, and surveying and upgrading of new areas to use as leasable property on the airfield. These unbudgeted expenses were approved by the Airport Board to spend down remaining Federal CARES funding that was set to expire in April 2024.

Eaglecrest: Eaglecrest has historically maintained an inventory reserve as a component of fund balance. Inventory observations determined the majority of the inventory was obsolete, and upon auditor recommendation, was fully written off (expensed) in FY24. The complete inventory write-off balance was \$253,000, however, Eaglecrest is lapsing enough operating authority in FY24 that they only require a supplemental appropriation of \$35,000. This inventory write off reduces Eaglecrest's inventory reserve to \$0 and does not impact their available fund balance.

The Systemic Racism Review Committee reviewed this ordinance at its October 22, 2024 meeting

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

19. Ordinance 2024-01(b)(O) An Ordinance Appropriating \$86,000 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 an \$86,000 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. This funding would be used to conduct supplemental planning activities in the Lemon Creek area to enhance the road safety audit and comprehensive safety action plan that is currently under development. A local match requirement of \$21,500 will be provided by previously appropriated funds in the Lemon Creek Multi Modal CIP.

The Public Works and Facilities Committee reviewed this request at the December 18, 2023 meeting.

The Systemic Racism Review Committee reviewed this ordinance at its October 22, 2024 meeting, moved it forward to the Assembly with the following comment: *the SRRC strongly encourages CBJ to take an active approach, especially where accessibility and outreach is concerned and to make sure they are receiving public participation and input from the most impacted residents in the Lemon Creek area, including community meetings in the neighborhoods that are impacted the most.*

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

20. Ordinance 2024-01(b)(P) An Ordinance Appropriating up to \$500,000 to the Manager as a Grant to Gastineau Human Services for Expanding Residential Substance Use Disorder Beds; Funding Provided by General Funds.

This ordinance would appropriate up to \$500,000 of general funds as a grant to Gastineau Human Services (GHS) for expanding residential substance use disorder beds. These expanded services, anticipated to go into effect on January 6, 2025, are part of a plan to transition 3.1 level of care from Bartlett Regional Hospital's Rainforest Recovery Center (RRC) that closed on September 24, 2024 due to operational financial deficits. This one-time funding is intended to assist GHS with initial startup costs associated with transition of care from RRC.

The Systemic Racism Review Committee reviewed this ordinance at its October 22, 2024 meeting. The Assembly Finance Committee reviewed this request at the September 18, 2024 and November 6, 2024 meetings.

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

21. Ordinance 2024-01(b)(Q) An Ordinance Deappropriating \$1,000,000 of General Funds and Appropriating \$1,000,000 of Restricted Budget Reserves as Local Matching Funds for a United States Army Corps of Engineers Glacier Outburst Flooding General Investigation Study.

This ordinance would deappropriate \$1,000,000 of general funds previously appropriated under Ordinance 2024-01(b)(M) and appropriate \$1,000,000 from the Restricted Budget Reserve to be used as matching funds for the United States Army Corps of Engineers glacier outburst flooding general investigation study.

The Assembly Finance Committee reviewed this request at the September 18, 2024 meeting. The Systemic Racism Review Committee reviewed this ordinance at its October 22, 2024 meeting

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

22. Ordinance 2024-01(b)(R) An Ordinance Appropriating \$50,000 to the Manager for Maintenance of the Arboretum Manager's Residence; Funding Provided by Jensen-Olson Arboretum Endowment Funds.

This ordinance would appropriate \$50,000 of unrestricted funds from the Jensen-Olson Arboretum Endowment Fund for maintenance of the manager's residence at the Arboretum. The building's paint is peeling significantly, which has exposed original wood and will soon compromise the structure. Painting is required to protect the integrity of the building.

The use of these unrestricted funds is permitted by the 1993 Administrative Agreement Concerning Jensen-Olson Arboretum which allows the use of endowment funds as financial support for the property. \$30,394 of unrestricted funds will remain in the Jensen-Olson Arboretum Endowment Fund upon appropriation of this ordinance.

The Parks & Recreation Advisory Committee reviewed this request at the October 1, 2024 meeting. The Systemic Racism Review Committee reviewed this ordinance at its October 22, 2024 meeting

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

23. Ordinance 2024-01(b)(S) An Ordinance Appropriating \$2,000,000 to the Public Safety Communication Infrastructure Capital Improvement Project; Grant Funding Provided by the United States Department of Justice, Office of Community Oriented Policing Services.

The Juneau Police Department (JPD) has been awarded \$2,000,000 in congressionally directed spending from the United States Department of Justice, Office of Community Oriented Policing Services (COPS). The COPS Office Technology and Equipment Program provides funding to increase the community policing capacity and crime prevention efforts of law enforcement agencies. This funding would contribute to the CBJ’s public safety communication infrastructure updates. Total project cost is estimated to be approximately \$24.4 million. Previously appropriated funds and voter-approved bonds will also contribute to the costs of the project. There is no local match requirement for this grant.

The Systemic Racism Review Committee reviewed this ordinance at its October 22, 2024 meeting

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

24. Ordinance 2024-35 An Ordinance Authorizing the Manager to Lease a 400 Square Foot Portion of Land Near Crazy Horse Drive to the Federal Aviation Administration for the Purpose of Continued Placement of Weather Monitoring Equipment.

In 2004, the Assembly authorized a 400 square foot lease located at the end of Crazy Horse Drive to the FAA for the purposes of installing and maintaining a Low-Level Windshear Alert System to provide weather advisories to pilots and the airport. Resolution 2248, signed in 2004 authorized a term of 20 years and now this lease is set to expire on November 30th. This lease was authorized at no cost to the FAA. This tower continues to be an important part of the airport Low-Level Windshear Alert System and the FAA is requesting to extend this lease.

The Lands, Housing and Economic Development Committee recommended approval of the proposed lease at its meeting on November 2, 2023. The Systemic Racism Review Committee reviewed this ordinance at its October 22, 2024 meeting

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

N. UNFINISHED BUSINESS

25. 2025 Assembly Meeting Calendar

The packet contains the updates to the draft 2025 Assembly Meeting Calendar as requested at the November 4, 2024 Assembly Committee of the Whole meeting. As mentioned during that meeting, Special Assembly meetings may be called by the Mayor or any three Assemblymembers in accordance with CBJ Charter 3.12.

The City Manager recommends the Assembly approve the 2025 Assembly Meeting Calendar as presented.

O. NEW BUSINESS

26. Memorandum of Agreement (MOA) with Tlingit & Haida: Public Safety

Assembly Goal 4. B is to “Explore government to government relations with tribes, working on projects meant to grow effective communication, trust and partnerships. Create an Assembly liaison to tribal meetings.”

Progress has been made towards building trust and relationships with the joint response to the Mendenhall Flooding in August 2024 and continued partnership on mitigation measures. Building off the letter of intent that was signed in 2017 by Mayor Ken Koelsch and President Peterson, Central Council Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida), CBJ leadership have been looking at areas with a shared mission that we can formalize that partnership.

Tlingit & Haida has a robust Public Safety department with headquarters and a Tribal Emergency Operations Center in Lemon Creek. They have employees trained and practiced in emergency management and equipment to aid in response including search and rescue. They also maintain a Village Public Safety Officer program that employees individuals residing in the villages trained in fire protection, emergency medical assistance, crime prevention, and basic law enforcement. Tlingit & Haida were and continue to be key partners in flood response and mitigation. It makes sense to pool our resources and talents on behalf of Juneau residents. The Memorandum of Agreement commits to an annual meeting to discuss our shared interests and where we can partner, joint trainings when appropriate (and at a minimum annually) and information sharing. Both parties agree to cover their own costs and commit to open and free communication.

The City Manager recommends the Assembly take public testimony on this item and approve the memorandum of agreement.

27. Memorandum of Agreement (MOA) with Tlingit & Haida: Solid Waste

Assembly Goal 4. B is to “Explore government to government relations with tribes, working on projects meant to grow effective communication, trust and partnerships. Create an Assembly liaison to tribal meetings.”

Building off the letter of intent that was signed in 2017 by Mayor Ken Koelsch and President Peterson, Central Council Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida), CBJ leadership have been looking at areas with a shared mission that we can formalize that partnership solid waste is a natural fit.

CBJ is in the planning stages of several exciting solid waste projects in Juneau, ranging from waste characterization studies to studies of the future solid waste options for the community, as well as the construction of a municipal composting site. We are very interested in exploring how CBJ and Tlingit & Haida could potentially partner in these efforts. Not only do we share the common goal of developing sustainable waste management practices for our communities, but we also stand to benefit from pooling our collective resources in these efforts.

In addition, Tlingit & Haida has received several federal grants for composting and recycling in the past few years. Most recently they were awarded \$15 million for regional composting through the EPA Climate Pollution Reduction Grant program. The Solid Waste MOA speaks to open communication, an annual meeting, and sharing of information on waste reduction efforts. The MOA does not commit CBJ or Tlingit & Haida to any joint projects or development, however it does establish the relationship for partnership as CBJ works on zero waste planning and development of a zero-waste subdivision.

The City Manager recommends the Assembly take public testimony on this item and approve the memorandum of agreement.

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

There are 18 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.

29. REGULATIONS - Amendment of Title 05, Chapters 10, 35 & 40: Fees and Charges – Application of Consumer Price Index

Title 05 Chapter 10 – Waterfront Sales Permits, Tour Sales Permits

Title 05 Chapter 20 – Small Boat Harbor, Reserved Moorage Waitlist Fee

Title 05 Chapter 20 – Small Boat Harbor, Harbor Fee Policy

Title 05 Chapter 35 – Small Boat Harbor, Transient Moorage Management Fees

Title 05 Chapter 40 – Small Boat Harbor, Moorage Management Regulations

Title 05 Chapter 45 – Small Boat Harbor, Auke Bay Loading Facility

The Docks & Harbors Board has been reviewing certain regulation changes since February 2024 and has held multiple public committee and board meetings discussing the same. On October 7th, Docks & Harbors commenced the requisite 21-day minimum public notice period. On October 31st, the Docks & Harbors Board held a Special Board meeting to conduct a public hearing consistent with CBJ Code requirements, including fiscal notes. There were no written or oral comments received to these regulation change during the notice period or at the public hearing.

The proposed regulations broadly make the following changes:

- (a) Increase the tour sales permit minimum bids by \$5,000.
- (b) Disallow moorage until all accounts with collections have been paid in full;
- (c) Require pre-payments for habitual offenders who have been sent to collections of gone through the impound process;
- (d) Establish requirements for uninsured vessels, and
- (e) Establish a fee for unauthorized moorage at the Auke Bay Loading Facility.

Of note, under (d) is the replacement of the \$0.31 per foot per month “Vessel Salvage & Disposal” fee with an annual, Board adjustable \$1.50 per foot per month “Uninsured Vessel Surcharge”. This change was necessitated by the large number of uninsured vessels sinking in the Juneau harbors in which Harbor Enterprise funds have been exhausted in resulting disposal costs.

The Docks and Harbors Board and Port Director recommend the Assembly approve these regulation changes.

P. STAFF REPORTS

30. Direct Negotiation Land Sales, Leases & Exchanges - National Guard Dock

Franklin Dock Enterprises is requesting, in consideration for an easement along the Franklin Dock area, a lease of the National Guard Dock property, owned by CBJ and managed by Docks & Harbors. This property exchange would facilitate CBJ Engineering advancing its efforts to construct a Seawalk from the AJ Dock to the South Franklin Street Dock. The Assembly has previously considered and agreed with this plan at its May 30th COW and at the September 9th LHED Committee meetings.

In order to develop a lease, the Assembly must authorize the manager to commence negotiations:

Title 53.09.260(a) – Negotiated Sales, Leases and Exchanges states 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...”

If supported by Assembly motion, negotiations with Franklin Dock Enterprises will commence and a new lease will be returned to the Assembly for adoption by ordinance via the Docks & Harbors Board. There are no monetary commitments by CBJ with this motion for direct negotiations with Franklin Dock Enterprises.

The City Manager recommends the Assembly pass a motion authorizing the Manager and/or Port Director to commence negotiations.

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

31. Litigation Update from City Attorney Wright

U. SUPPLEMENTAL MATERIALS

V. ADJOURNMENT

W. 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.

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.



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

TO: Mayor Weldon and CBJ Assembly
DATE: November 13, 2024
FROM: Katie Koester, City Manager
RE: Financing Options for Phase 1 Flood Fighting: Local Improvement District

The purpose of this memo is to outline a process for a Local Improvement District (LID) under CBJ Code [Title 15.10 Local Improvements and Special Assessments](#), and provide a starting point for Assembly debate on essential components of the District.

Manager's Recommendation: Ordinance 2024-40 is summarized below.

Total Project Cost (Phase 1): \$7.83M

Assessment Methodology: Equal assessment per property with the exception of 4 lots that will benefit from bank armoring who will pay more because they are uniquely benefitted.

Estimated Cost per Parcel: \$7,972 for 462 parcels and an additional \$50,000 for the 4 parcels that will benefit from bank armoring.

Cost to District: \$3,915,000

Cost to CBJ Taxpayers at Large: \$3,915,000

Boundaries: 16-foot inundation map excluding parcels that will not be protected from phase 1. 466 parcels (Exhibits A and B)

Funding Mechanism: Central Treasury Loan

Terms and Conditions: 4.78% interest for 10 years

Details and Alternatives:

Total Project Cost: This amount will be lowered by any federal funding we are able to secure, after budgeting for the increased projects costs incurred with federal dollars (additional permitting, for example). Tlingit and Haida submitted a grant application that would offset \$750,000 of the total project cost. CBJ is also actively lobbying for emergency supplemental disaster assistance federal funding for the total project cost. Any federal funding that is secured would be applied to the total project cost thereby sharing the benefit between CBJ taxpayers at large and benefitted properties, unless the Assembly advises differently.

Assessment Methodology: At the October 21, 2024 meeting there was debate about assessing a percentage of actual costs to riverfront properties and splitting the remainder among properties in the inundation map and CBJ taxpayers at large. That methodology would be difficult to execute because of the need to validate the actual costs spent on each parcel in a legally defensible manner. Furthermore, it is unlikely a property owner that needs to remove a deck to fit HESCO barriers, as an example, sees that as an improvement to their property. Therefore, it makes sense for that cost to be borne by the entire district. The same rationale was used for properties that might need reinforcement of their armoring, or do not need armoring because they live on the inside bend of the river and do not experience erosion (but would need armoring to withstand the weight of the HESCO barriers). The exception to this is the 4 riverfront properties that are essentially holes in the armor. At \$50,000 a parcel, with favorable financing terms, those property owners are benefiting from the formation of the district. Assessing them at a higher amount attempts to address the equity concern. If those properties were to armor their bank as a stand-alone project, it would cost anywhere between \$70,000 and \$140,000 per property.

The Assembly can choose a different assessment methodology. For example, you could choose to assess everyone equally (and not single out 4 properties), you could assess each property proportionally based on the size of their

lot or based on assessed value. While possible, staff do not recommend the latter two of these paths challenges associated with accurately and fairly determining up to date lot sizes and/or assessment values.

Cost to District / Cost to CBJ Taxpayers at Large: The ordinance proposes a 50/50 split between the benefited properties and CBJ taxpayers at large. The Assembly can adjust that ratio. If the Assembly chooses to pay the CBJ portion of the loan back with the same term as the benefited properties - over 10 years in equal installments, it adds \$373,800 to the operating budget annually. The Assembly could choose to pay it off early, as could any property owner. CBJ owns 6 of the 466 lots and would be assessed \$50,000 for those lots in a separate appropriation if the District is formed.

Boundaries: The proposed boundaries include every parcel within the boundary shown in Exhibit A, which are the properties identified to be impacted by the inundation maps at the 16-foot flood stage and expected to be protected by the deployment of Phase 1 HESCO barriers. Properties north of Marion Dr and south of Rivercourt Way are not included because that's the projected limitation on their flood containment effectiveness. There are 466 parcels within the proposed LID boundary (listed in Exhibit B). While some homes were spared in 2024 due to unique topography, all 466 parcels are at risk at a 16 ft or higher flood, which we anticipate will occur in the future.

Funding Mechanism: In the past, CBJ initiated LIDs have been funded through low interest DEC loans or our own CBJ capital projects. The LID is not eligible for funding through a revenue bond, which leaves traditional financing through a lending institution. A central treasury loan allows the Assembly the flexibility to give the most favorable terms and conditions. This is a non-traditional use of a central treasury loan, which means Ordinance 2024-40 exempts this loan from CBJ Code 57.05.045ⁱ that only allows for short term loans for capital acquisitions at a maximum term of 5 years. Other options include funding from the restricted budget reserve (current balance \$15M), fund balance (Finance will have a current update number on Monday), or deappropriating capital projects.

Terms and Conditions: The Manager proposes a 10-year term, which is common for CBJ LIDs. Any longer would be problematic because it would exceed the lifespan of the HESCO barriers (we are aiming to have a long-term fix in place by then). CBJ code dictates central treasury loans to be issued at current CD rate, which is 4.78%.

Timeline for LID

- November 18 – introduction of ordinance with assessment roll (includes all the required information)
- December 16 – public hearing #1 on ordinance to establish an assessment roll
- Week of December 16 – certified mailing goes out to everyone on the assessment roll with information specific to their lot and assessment.
- Mid- January – neighborhood meeting (not required by code)
- February 3 – public hearing #2 (objections are heard here) on ordinance to establish an assessment roll.
- March 3 – Ordinance is effective.
- April 3 – last day for a legal challenge to assessment roll (90 days)

What other ways could we fund Phase 1?

Another mechanism to assess properties that are specifically benefited from an improvement is a special tax district. CBJ has a number of those – the roaded service area, for example, pays a higher mill rate than areas outside those boundaries. A special tax district is established by a vote of the district and then the Assembly sets the mill rate.

This mechanism should be considered for ongoing maintenance of the barriers and funding for long term flood prevention. However, it would be challenging to hold a special election and get the voter approval needed before next jökulhlaup season.

Formation of an LID

Ordinance 2024-40 is specific to an Assembly initiated LID and is governed under 15.10.030-060. After introduction of an ordinance, CBJ sends a certified mailing to all property owners with details relevant to their individual assessment and clear instructions on how to protest the LID. Property owners have 30 days to object in writing to the formation of the district. The proposed schedule affords them over 6 weeks to object.

If the property owners who will bear 51% or more of the cost borne by the owners object in writing unless a) the cost to those property owners who objected is reduced to under 51% OR b) the Assembly authorizes the LID by an affirmative vote of eight members. No action by a property owner is considered endorsement of the LID.

After the project is complete, the Assembly approves a final assessment roll by resolution. If the costs to be borne by the benefited properties is more than approved in the ordinance initiating the district property owners have an opportunity to object to the LID through a similar process as its formation. Property owners will pay the actual cost of the project distributed among the district per the assessment methodology. Before the assessment roll is finalized the Assembly can, by ordinance, exclude a parcel from the district but it cannot increase the boundaries without going through the objection process again. The Assembly will set the due date of the payment and when they become delinquent by resolution. After the first payment, all payments are included on the annual property tax bill as a separate charge.

Recommendation:

Discuss manager recommendations and amend as desired.

- Assessment Methodology: Equal with exception of 4 properties
- Cost share between CBJ taxpayers and benefited properties: 50/50
- Boundaries: 16-foot inundation map excluding parcels that will not be protected from phase 1.
- Funding Mechanism: Central Treasury Loan
- Terms and Conditions: 4.778% over 10 years

Set Ordinance 2024-40 for public hearing at the December 16th and February 3rd meetings.

Enc: Budget for Phase 1 HESCO Barrier Installation

¹57.05.045 - Central treasury loans.

(a)

The finance director may invest temporary idle money in the *central treasury* in shortterm *loans* to specified funds of the City and Borough for the purpose of capital acquisitions upon approval of the assembly by ordinance. Such *loans* shall be included in the *central treasury* investment portfolio.

(b)

Except as otherwise specifically provided in the ordinance establishing the *loan*, the balance of the *loan* shall bear interest at the rate estimated by the finance director to be the average rate the City and Borough earned or will earn on its certificates of deposit over the applicable period with interest computed on an annual basis; principal and interest on the balance shall be repaid to the *central treasury* from future revenues appropriated by the assembly for the purpose of repayment. The term of the *loan* shall not exceed five years.

¹As an example, given the staff recommendation of a 50/50 cost share, the cost borne by the property owners would be \$3,915,000. If property owners who represent \$1,957,501 of the assessed value in the LID object, the LID would fail without an Assembly override. The 50% of cost that, in the staff recommendation, is to be borne by taxpayers at large does not count in this objection process.

CBJ Phase ONE HESCO Flood Barrier Cost Estimate - 11.14.2024			
Task	Unit Cost	Units	Task Total
Access and Barrier Pad Construction	\$350,000 / mile	2 miles	\$700,000
Stabilize unsuitable soils (silty yard material incapable of supporting barriers when saturated) - contingency item, unknown until excavation.	\$100 contingency	1000 cubic yard	\$100,000
Drainage pipe construction for drainage through levees (contingency item to address supersack plugs or culverts with check valves)	\$150,000 contingency	Lump sum	\$150,000
Trees, stumps, and organic removal from forested areas	\$35,000 per 1000ft	2000 ft	\$70,000
Bank armoring and bank construction for homes too close to the river to deploy HESCO barriers	\$175,000 each	2 properties	\$350,000
Bank armoring for properties with unarmored banks and less than adequate armoring to support barriers	\$1000 per foot of bank	4650 ft bank	\$4,650,000
HESCO Flood Barrier deployment and filling on prepared access pad	\$165,000 per mile	5.8 miles	\$957,000
Hand filling of barriers for properties lacking space for equipment access	\$9,000 per property	10 properties	\$90,000
Re-installation of property-owner structures (deck, fences, etc.) post barrier removal	\$500,000 contingency	Lump sum	\$500,000
Permitting Costs	\$250,000	Lump sum	\$250,000
		Total:	\$7,826,000

**Cost estimates are based on CBJ engineering investigations and USACE flood fighting guidance and expertise. Estimates may be refined with additional information gathered via updated hydraulic & inundation mapping.*

Presented by: The Manager
Introduced: 11/18/2024
Drafted by: E. Wright

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-40

An Ordinance Creating a Local Improvement District No. 210 HESCO Barrier Project Phase 1 and Appropriating the Sum of up to \$7,830,000.

WHEREAS, due to the unique geographic topography of the Mendenhall Valley and the ongoing recession of the Mendenhall Glacier, the Juneau valley is threatened by annual glacial outburst floods (also known as jökulhlaups) from a side basin (Suicide Basin or K’óox K̄aadí Basin) of the Mendenhall Glacier above Juneau, Alaska; and

WHEREAS, jökulhlaups have taken place since at least 2011 on an annual basis, with the last two years resulting in significant damage to homes and infrastructure in the Mendenhall Valley; and

WHEREAS, the Assembly declared a Local Emergency in August 2024 due to the glacier outburst flood in which hundreds of homes were severely impacted by flooding, including homes outside anticipated flood areas; hundreds of vehicles were flooded; there were countless hazardous material spills causing portions of the Mendenhall River and floodwaters to smell like petroleum; 43 people sought refuge in an emergency shelter and countless others evacuated to other locations; public utilities and infrastructure were severely damaged; and emergency response costs were significant; and

WHEREAS, the flooding in 2024 reached a peak flood stage of 15.99 feet, a record for the largest flood in the river’s tracked history; and

WHEREAS, local, state, and federal emergency declarations were issued following the 2024 jökulhlaup; and

WHEREAS, the City and Borough has appropriated funds for expanded inundation maps and hydrological modeling of the Mendenhall River and local matching funds for the US Army Corps of Engineers (USACE) glacier outburst flooding investigation study, and has executed an agreement with the USACE for advance measure assistance in the form of sandbags and HESCO barriers; and

WHEREAS, the Assembly intends to make a local improvement at the expense of the owners of the property specially benefitted; and

WHEREAS, the Assembly finds that each lot in the proposed local improvement district shall be equally benefitted by the assessment; and

1
2 WHEREAS, the Assembly finds that the completion of bank stabilization improvements
3 and the placement of HESCO barriers along the riverbank properties will provide advanced
4 flood fighting which will benefit the entire local improvement district; and

5 WHEREAS, the Assembly finds that absent this work, the homes in the Juneau valley
6 may suffer irreparable damage due to the jökulhlaups; and

7 WHEREAS, the Assembly finds that while the USACE has committed to studying
8 mitigation options which may be placed on federal land, the sole immediate protection
9 available to homes in the Mendenhall Valley are the HESCO barriers.

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

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

12 **Section 2. Public Interest Finding.** The Assembly of the City and Borough of
13 Juneau, having considered all material factors, including the deterrence to property
14 development, maintenance of property values, health, safety, and welfare of the property
15 owners in the proposed local improvement district, finds that the formation of a local
16 improvement district covering property described in Exhibit “A” attached to this ordinance, is
17 in the public interest.

18 **Section 3. Creation and Boundaries.** Pursuant to CBJC 15.10.100, there is
19 created Local Improvement District No. 210 (hereinafter “LID No. 210”). The boundaries of LID
20 No. 210 are shown in Exhibit “A” attached to this ordinance and made a part hereof.

21 **Section 4. Improvements to Be Constructed.** The improvements to be
22 constructed consist of Phase 1 riverbank improvements, shoreline protection, and the
23 placement of HESCO barriers along the Mendenhall River for the benefiting properties
24 included in the LID.

25 The riverbank armoring will include supplementing existing or installing new armoring
to fortify the riverbank for the installation of the HESCO Barriers. Armoring will be
undertaken upon consultation with the USACE and City and Borough Engineering
department. Due to the unpredictable hydrological forces at play during jökulhlaups, the bank
stability may remain variable and unknown despite best efforts.

The riverbank preparation will involve any necessary preparation and clearing of the
land adjacent to the river for placement of the HESCO barriers. This preparation may include
the removal of earthen and non-earthen materials and the removal of any barriers or
obstructions.

Section 5. Estimated Cost. The estimated cost of Phase 1 is up to \$7,830,000,
which includes the costs to be borne by the City and Borough. The estimated cost of Phase 1 to
be funded by the City and Borough is up to \$3,915,000 and the estimated cost to the owners of

1
2 property specially benefitted is up to \$3,915,000. Any costs over the \$7,830,000 will be borne by
3 the City and Borough, subject to Assembly appropriation.

4 **Section 6. Method of Apportioning Costs.** Costs to be borne will be divided
5 equally between the properties specially benefitted within the LID boundaries and the City and
6 Borough. The properties specially benefitted within the LID boundaries shall be assessed up to
7 \$3,915,000 equally apportioned between all homes. The City and Borough is responsible for up
8 to \$3,915,000. The total project cost for Phase 1 is up to \$7,830,000. Because the City and
9 Borough will be absorbing a large portion of the costs, and as the property owners' contribution
10 is capped at a value that is lower than could properly be assessed against the properties
11 otherwise, equal apportionment among each homeowner is warranted. Exhibit "B" setting forth
12 the assessment of each property specially benefitted is attached to this ordinance and made a
13 part hereof.

14 **Section 7. Method of Apportioning Costs, Riverbank Homes.** In addition to any
15 cost apportioned under Section 6 above, riverbank property owners identified in Exhibit "C,"
16 attached to this ordinance and made a part hereof, may be individually assessed an amount up
17 to \$50,000 for armoring necessary for the placement of the HESCO barriers. Property owners
18 will be notified of the additional assessment prior to any work taking place; property owners
19 may elect to complete work on their own, subject to required project completion dates.

20 **Section 8. Reserve funds.** \$500,000 in reserve funds will be placed in an account to
21 be used upon the removal of the HESCO barrier to rebuild any appurtenance removed by the
22 City and Borough on riverbank properties. Riverbank property owners may apply for
23 reimbursement of up to \$25,000 for necessary rebuilds. Applications must be approved by the
24 Manager's office prior to the expenditure of funds.

25 **Section 9. Appropriation.** There is appropriated to the Manager the sum of
\$7,580,000 for Phase 1 Riverbank Stabilization and HESCO Barrier Project along the
Mendenhall River.

Section 10. Source of Funds. The Phase 1 project costs to be met from the
assessments against the properties specially benefitted is up to \$3,915,000. The Phase 1 project
costs to be met by the City and Borough is up to \$3,915,000. The funding source is a Central
Treasury Loan. The funds appropriated are exempt from the requirement that loans be for "the
purpose of capital acquisition" under CBJC 57.05.045(a). The funds appropriated are exempt
from the requirement that the loan term "shall not exceed five years" under CBJC 57.05.054(b).
A repayment plan will be established by the City and Borough. The properties specially
benefitted will have up to 10 years for repayment of funds at a 4.78 percent interest rate.

Section 11. Direction That Work Be Done. The Manager is hereby ordered to do or
cause to be done all things necessary and useful to plan, acquire, construct, and install the
improvements described in Section 4.

Section 12. Authorization to Enter Land. The Assembly is empowered to enact all
reasonable and necessary emergency orders to protect the health, safety, or welfare of the

1
2 residents of the City and Borough. The Manager is authorized under the City and Borough
3 Charter 03.25, Alaska Statute 26.23.190, and Resolution 3073, to enter private property to
4 complete the riverbank stabilization and HESCO barrier project in order to alleviate or prevent
5 disaster and safeguard the property and occupants of all benefited homes in the Mendenhall
6 Valley.

7 **Section 13. Authorization to Acquire Land.** The Manager is hereby authorized to
8 acquire, in the name of the City and Borough, any lands or rights in land necessary or useful
9 for the project.

10 **Section 14. Finding of Special Benefit.** The Assembly of the City and Borough of
11 Juneau hereby finds that the property within LID No. 210 described in Exhibits “A”, “B”, and
12 “C” will be specially benefitted by the improvement and each lot or tract within such district
13 will be specially benefitted.

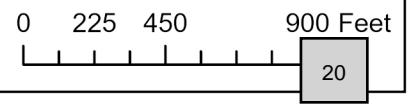
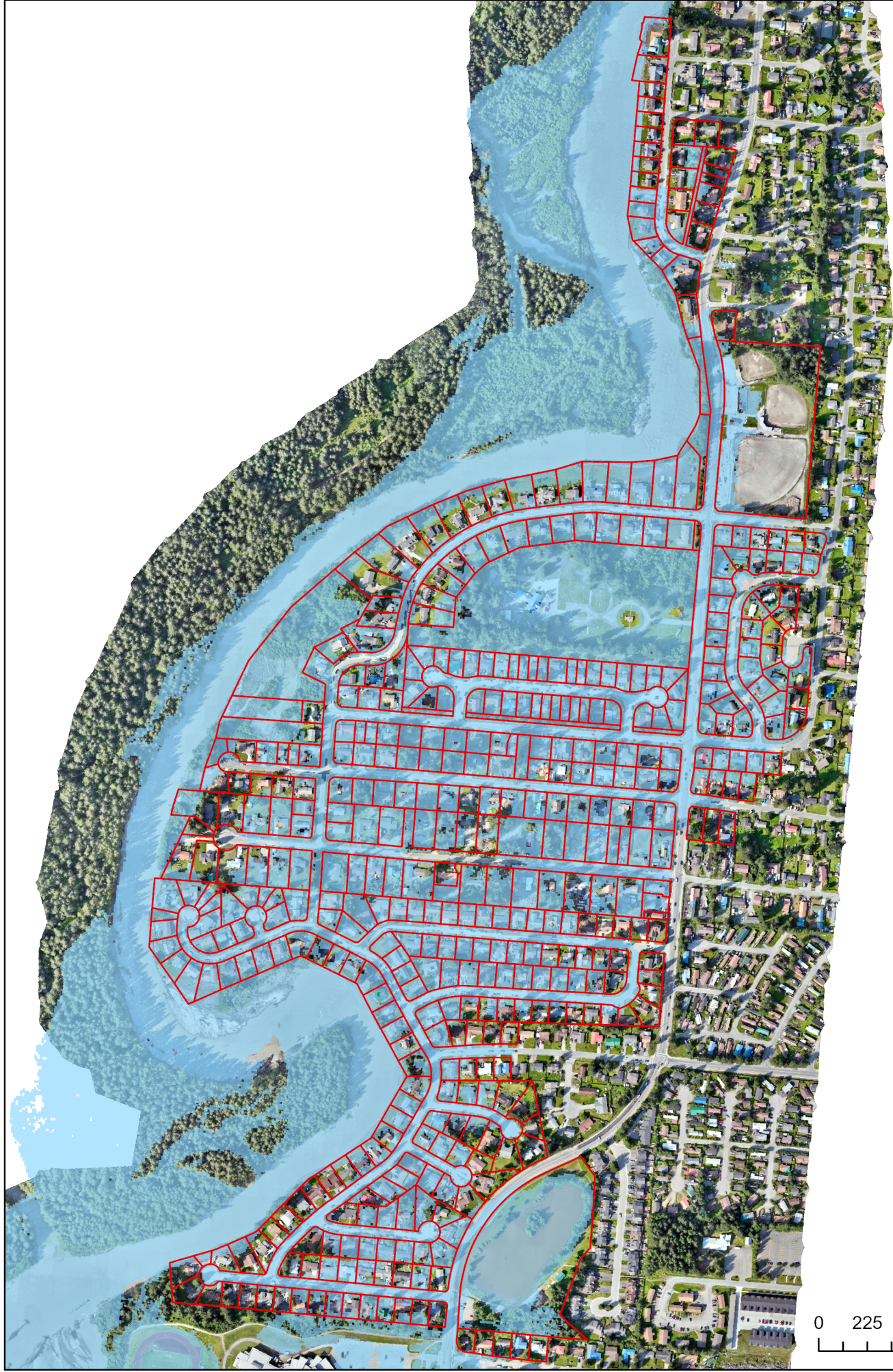
14 **Section 15. Effective Date.** This ordinance shall be effective 30 days after its
15 adoption.

16 Adopted this _____ day of _____, 2024.

17 _____
18 Beth Weldon, Mayor

19 Attest:

20 _____
21 Beth McEwen, Municipal Clerk
22
23
24
25



Ordinance 2024-40 Exhibit A - 16ft flood inundation

Ordinance 2024-40 Exhibit B

The following parcels are subject to an assessment under Section 6.

Parcel #	Owners	Est. Proposed Assessment	Street Address	Legal Description
5B2501440030	Rodney A Wilson	\$7,972	4211 Riverside Dr; 4215 Riverside Dr	TIM LT 1
5B2501100010	Mark E Thompson; Gwyn E Thompson	\$7,972	9331 Betty Ct	SMITH PARK IV BL 6 LT 1
5B2501090010	Kimberly B Custer; Letitia M Custer	\$7,972	9211 Gee St	SMITH PARK BL 1 LT 1
5B2501080110	Marvin Manlulu; Marlyn R Manlulu	\$7,972	9031 Gee St	MOUNTAIN VIEW BL B LT 18
5B2501450120	George I Carpenter; Darlene M Carpenter	\$7,972	4273 Marion Dr	QUAYS EDGE LT 12
5B2501450110	Jacob Olmstead; Cailey Neary	\$7,972	4269 Marion Dr	QUAYS EDGE LT 11
5B2501450100	Joan A Brown	\$7,972	4265 Marion Dr	QUAYS EDGE LT 10
5B2501450090	David C Mckenna; Colleen J Mckenna	\$7,972	4261 Marion Dr	QUAYS EDGE LT 9
5B2501450080	Bangs and Rodgveller Living Trust Peter Daniel Bangs; Cara Joy Rodgveller Trustees; Peter Daniel Bangs; Cara Joy Rodgveller Trustees	\$7,972	4257 Marion Dr	QUAYS EDGE LT 8
5B2501450070	Lori Stedman Revocable Trust James Michael Stedman & Lori Marie Stedman As Trustees; James Michael Stedman & Lori Marie Stedman As Trustees	\$7,972	4253 Marion Dr	QUAYS EDGE LT 7
5B2501450060	William J Palmer	\$7,972	4249 Marion Dr	QUAYS EDGE LT 6

5B2501450050	Carefree LLC	\$7,972	4245 Marion Dr	QUAYS EDGE LT 5
5B2501450040	Donald R Nowlin	\$7,972	4241 Marion Dr	QUAYS EDGE LT 4
5B2501450030	David D Athearn; Cynthia C Athearn	\$7,972	4237 Marion Dr	QUAYS EDGE LT 3
5B2501450020	Gary S Leder; Juli L Leder	\$7,972	4233 Marion Dr	QUAYS EDGE LT 2
5B2501450010	John B Bishop; Anita M Bishop	\$7,972	4229 Marion Dr	QUAYS EDGE LT 1
5B2501440020	Brian J Dallas; Sara E Dallas	\$7,972	4101 Riverside Dr; 4103 Riverside Dr	TIM LT 2
5B2501150150	Leslie C Houston	\$7,972	9253 Sharon St	SMITH PARK IV BL 4 LT 14B
5B2501150140	David F Berry III; Mary E Rehfield	\$7,972	9251 Sharon St	SMITH PARK IV BL 4 LT 14A
5B2501150130	Alphonso N Barril; Annette L Barril	\$7,972	9249 Sharon St	SMITH PARK III BL 4 LT 13
5B2501150070	Jeremy K Norbryhn; Cynthia R Norbryhn	\$7,972	9221 Sharon St	SMITH PARK III BL 4 LT 7
5B2501150060	Marc T Ormsby; Jesie L Ormsby	\$7,972	9217 Sharon St	SMITH PARK III BL 4 LT 6
5B2501150050	Richard Halvorsen; Brandi Tolsma	\$7,972	9215 Sharon St	SMITH PARK III BL 4 LT 5
5B2501150040	Patrick J Vaughan; Devita M Vaughan	\$7,972	9213 Sharon St	SMITH PARK III BL 4 LT 4
5B2501150030	Neil Atkinson Living Trust Neil L Atkinson As Trustee; Neil L Atkinson As Trustee; Cari Atkinson Living Trust Cari L Atkinson As Trustee; Cari L Atkinson As Trustee	\$7,972	9209 Sharon St; 9211 Sharon St	SMITH PARK III BL 4 LT 3
5B2501150020	Christopher N Hay-Jahans; Allegra M Pratt	\$7,972	9207 Sharon St	SMITH PARK III BL 4 LT 2
5B2501110020	Maile Toetuu; Leslieli Toetuu	\$7,972	9246 Gee St	SMITH PARK II BL 3 LT 7
5B2501110030	Jacki I Mallinger	\$7,972	9244 Gee St	SMITH PARK II BL 3 LT 6
5B2501110090	Donald S Thomas; Christine Thomas	\$7,972	9220 Gee St	SMITH PARK BL 2 LT 7
5B2501110100	Ak Rei Group LLC	\$7,972	9216 Gee St	SMITH PARK BL 2 LT 6

5B2501110110	James F Ecklund; Elizabeth Ecklund	\$7,972	9214 Gee St	SMITH PARK BL 2 LT 5
5B2501110120	Lori C Scott; Joseph A Rice	\$7,972	9212 Gee St	SMITH PARK BL 2 LT 4
5B2501110130	Daniel C Corson; Becky L Corson	\$7,972	9210 Gee St	SMITH PARK BL 2 LT 3
5B2501110140	Martha L Penrose; Alyssa L Fischer; Deborah Sue Penrose-Fischer; Brent Laurel Fischer	\$7,972	9208 Gee St	SMITH PARK BL 2 LT 2
5B2601010010	Scott Haywood; Brittney A Cioni- Hayward	\$7,972	9343 Betty Ct	SMITH PARK IV BL 6 LT 4
5B2501100030	Ammon Bailey; Sarah S Bailey	\$7,972	9339 Betty Ct	SMITH PARK IV BL 6 LT 3
5B2501100020	Micki Sumaylo Minsch; Christian Alan Gould	\$7,972	9335 Betty Ct	SMITH PARK IV BL 6 LT 2
5B2501080100	Robert V Landi; Terriann Landi	\$7,972	9027 Gee St	MOUNTAIN VIEW BL B LT 17
5B2501080090	Lester A Hunt; Margaret Hunt	\$7,972	9023 Gee St	MOUNTAIN VIEW BL B LT 16
5B2501040062	Michael R Boone; Rayisa M Boone	\$7,972	3621 Killewich Dr	LENGTHY ACRES BL 4 LT P2
5B2501190180	Kenneth P Loken	\$7,972	9228 Emily Way	MARION BL B LT 15
5B2501190170	Tesla D Cox	\$7,972	9226 Emily Way	MARION BL B LT 14B
5B2501190160	Lisa J Wallace Living Trust Lisa Wallace As Trustee; Lisa Wallace As Trustee	\$7,972	9224 Emily Way	MARION BL B LT 14A
5B2501190130	Kathleen M Rado; Renee T Culp	\$7,972	9218 Emily Way	MARION BL B LT 12
5B2501190150	Judith Hamann	\$7,972	9222 Emily Way	MARION BL B LT 13B
5B2501190140	Levi M Mckinley	\$7,972	9220 Emily Way	MARION BL B LT 13A
5B2501190230	John K Lohrey; Diane Lohrey	\$7,972	9240 Emily Way	MARION BL B LT 20
5B2501190240	Anavera C Morato	\$7,972	9242 Emily Way	MARION BL B LT 21
5B2501190220	Glenn S Ray; Judith A Macnak	\$7,972	9238 Emily Way	MARION BL B LT 19
5B2501190200	Barnes David and Edith Living Trust David Bryan Barnes; Edith Dorothy Barnes	\$7,972	9232 Emily Way	MARION BL B LT 17

	Trustees; David Bryan Barnes; Edith Dorothy Barnes Trustees			
5B2501190210	Jeffery V Galterio; Lisa M Galterio	\$7,972	9236 Emily Way	MARION BL B LT 18
5B2501190190	Neil D Stichert; Samia L Savell	\$7,972	9230 Emily Way	MARION BL B LT 16
5B2501190100	Paul E Converse	\$7,972	9212 Emily Way	MARION BL B LT 10
5B2501190090	James Dean Ward; Kelsey Elizabeth Ward	\$7,972	9210 Emily Way	MARION BL B LT 9
5B2501190060	Jason Nardi; Jessica Gundelfinger	\$7,972	9204 Emily Way	MARION BL B LT 6
5B2501190050	John M Gerrish; Debra Keller Gerrish	\$7,972	9202 Emily Way	MARION BL B LT 5
5B2501190040	Thomas E Weske; Judith A Weske	\$7,972	9200 Emily Way	MARION BL B LT 4
5B2501190080	Warren Bolin	\$7,972	9208 Emily Way	MARION BL B LT 8
5B2501180100	Gary Allen Diekmann	\$7,972	9211 Emily Way	MARION BL A LT 2
5B2501180090	Corinne A Conlon	\$7,972	9213 Emily Way	MARION BL A LT 3A
5B2501180080	Shane D Walker; Erin Tolles-Walker	\$7,972	9215 Emily Way	MARION BL A LT 3B
5B2501180070	Ashlynn Michelle Kay	\$7,972	9217 Emily Way	MARION BL A LT 4A
5B2501180060	Judy Israelson	\$7,972	9219 Emily Way	MARION BL A LT 4B
5B2501180051	Abigale Spofford; Julia Schostak	\$7,972	9221 Emily Way	MARION BL A LT 5A
5B2501180052	Angela Doroff	\$7,972	9223 Emily Way	MARION BL A LT 5B
5B2501190010	Michael Mccusker; Toni Mccusker	\$7,972	9207 Emily Way; 9207 Emily Way Apt B	MARION BL B LT 1
5B2501190020	John B Morrell; Doy Michelle Morrell	\$7,972	9205 Emily Way	MARION BL B LT 2
5B2501190030	Neil P Doogan; Alma Y Doogan	\$7,972	9201 Emily Way	MARION BL B LT 3
5B2501190250	Kenneth Woodbury	\$7,972	9241 Emily Way; 9243 Emily Way	MARION BL B LT 22
5B2501190270	Alexandria Roehl; Torrey Roehl	\$7,972	9235 Emily Way	MARION BL B LT 24
5B2501190260	Carrie L Burke; Barry L Coffee	\$7,972	9237 Emily Way	MARION BL B LT 23

5B2501170060	Kelly A Niemann	\$7,972	9244 Sharon St	SMITH PARK III BL 5 LT 1
5B2501170050	Nicole M Dusenberry; Matthew M Dusenberry	\$7,972	9250 Sharon St	SMITH PARK IV BL 5 LT 2
5B2501180040	John C Garrett; Tara A Garrett	\$7,972	9225 Emily Way	MARION BL A LT 6
5B2501180030	Carolina A Sekona	\$7,972	9227 Emily Way	MARION BL A LT 7
5B2501180020	Linda Sue Perry; Charlotte Nicole Perry	\$7,972	9229 Emily Way	MARION BL A LT 8
5B2501180010	Bernardo Untalasco; Annette Untalasco	\$7,972	9233 Emily Way	MARION BL A LT 9
5B2501180110	Abner A Miller	\$7,972	9209 Emily Way	MARION BL A LT 1
5B2501110150	Bernard B Roguska; Linda R Roguska	\$7,972	9200 Gee St	SMITH PARK BL 2 LT 1
5B2501150010	Frank H Rich	\$7,972	9203 Sharon St	SMITH PARK III BL 4 LT 1
5B2501190070	John L Castillo	\$7,972	9206 Emily Way	MARION BL B LT 7
5B2101240170	Steffen L Frazier	\$7,972	9361 Turn St	LAKEWOOD II BL E LT 17
5B2101240140	Benjamin J Benson	\$7,972	9370 Northland St	LAKEWOOD III BL E LT 14
5B2101240160	Richard J Catrett	\$7,972	3446 Meander Way	LAKEWOOD III BL E LT 16
5B2101240150	Deborah L Johnston	\$7,972	3450 Meander Way	LAKEWOOD III BL E LT 15
5B2101210030	Mark S Buness; Rhonda L Buness	\$7,972	3437 Meander Way	LAKEWOOD II BL B LT 19
5B2101210010	Dennis L Mathers; Kimberly Anne Mathers	\$7,972	3429 Meander Way	LAKEWOOD II BL B LT 17A
5B2101210020	Nicolaas Wilhelmus Bus; Susan Miller Bus	\$7,972	3433 Meander Way	LAKEWOOD II BL B LT 18A
5B2101250140	Karen Plant- Christensen; Michael Christensen	\$7,972	9360 Turn St	LAKEWOOD II BL F LT 14
5B2101250130	Toribido A Carandang; Demy J Carandang	\$7,972	3428 Meander Way	LAKEWOOD II BL F LT 13
5B2101250270	Lorraine Jule Boyden; John Licholat	\$7,972	9308 Turn St	LAKEWOOD II BL F LT 27

5B2101250280	Enoch Fifita; Asinate Fifita	\$7,972	9304 Turn St	LAKEWOOD II BL F LT 28
5B2101250290	Carl Perkins; Deborah Perkins; Richard Perkins	\$7,972	9300 Turn St; 9302 Turn St	LAKEWOOD III BL F LT 29
5B2101240010	Rhys M Mateo; Susil M Mateo	\$7,972	9303 Turn St; 9318 Northland St	LAKEWOOD III BL E LT 1
5B2101240020	David E Garrison; Jodi L Garrison	\$7,972	9322 Northland St	LAKEWOOD III BL E LT 2
5B2101240280	Jonathan M Weaver; Michelle L Weaver	\$7,972	9317 Turn St	LAKEWOOD II BL E LT 28
5B2101240030	Timothy A Geib	\$7,972	9326 Northland St	LAKEWOOD III BL E LT 3
5B2101240270	Jason K Cochran	\$7,972	9321 Turn St	LAKEWOOD II BL E LT 27
5B2101240240	Larry Michael Snyder	\$7,972	9331 Turn St; 9333 Turn St	LAKEWOOD II BL E LT 24
5B2101240060	Mark G Peterson; Andrea C Peterson	\$7,972	9338 Northland St	LAKEWOOD III BL E LT 6
5B2101240120	Alexis Hills; Andrew Hills	\$7,972	9360 Northland St; 9362 Northland St	LAKEWOOD III BL E LT 12
5B2101240110	Jessica Alexis Sanchez; Kirsten Leanna Sanchez	\$7,972	9358 Northland St	LAKEWOOD III BL E LT 11
5B2101250260	Brandon M Godkin; Alicia D Maus	\$7,972	9312 Turn St	LAKEWOOD II BL F LT 26
5B2101250120	John B Wade	\$7,972	9353 Stephen Richards Memorial Dr; 9355 Stephen Richards Memorial Dr	LAKEWOOD II BL F LT 12
5B2101250110	Dominador C Villanueva; Victoria L Villanueva	\$7,972	9351 Stephen Richards Memorial Dr	LAKEWOOD II BL F LT 11A
5B2101250150	Michael J Satre; Sarah J Satre	\$7,972	9356 Turn St	LAKEWOOD II BL F LT 15
5B2101250160	Brielle M Heflin; Joshua D Smith	\$7,972	9350 Turn St	LAKEWOOD II BL F LT 16
5B2101250170	Jay T Menze; Wendolyn A Menze	\$7,972	9348 Turn St	LAKEWOOD II BL F LT 17
5B2101250180	Krista L Kissner	\$7,972	9344 Turn St	LAKEWOOD II BL F LT 18
5B2101250210	Kelvin G Schubert; Ruth F Schubert	\$7,972	9332 Turn St	LAKEWOOD II BL F LT 21
5B2101250230	Willow Netishen- Cabe; Chelsea Anna Flint	\$7,972	9324 Turn St	LAKEWOOD II BL F LT 23

5B2101240090	Michael J Notar; Rebecca A Thomas	\$7,972	9350 Northland St	LAKEWOOD III BL E LT 9
5B2101240210	James Lee Farley; Jenny Marie Farley	\$7,972	9345 Turn St	LAKEWOOD II BL E LT 21
5B2101240080	Jason C Burke	\$7,972	9346 Northland St	LAKEWOOD III BL E LT 8
5B2101240070	Dominic C Walsh	\$7,972	9342 Northland St	LAKEWOOD III BL E LT 7
5B2101240220	Tennie Bentz; Robert Traul Jones	\$7,972	9341 Turn St	LAKEWOOD II BL E LT 22
5B2101240230	Kayann V Stone; Dennis A Haubrick	\$7,972	9337 Turn St	LAKEWOOD II BL E LT 23
5B2101240050	Mary M Ryan	\$7,972	9334 Northland St	LAKEWOOD III BL E LT 5
5B2101240250	Marshall Residence Trust Amber Dawn Marshall As Trustee; Amber Dawn Marshall As Trustee	\$7,972	9329 Turn St	LAKEWOOD II BL E LT 25
5B2101240260	Philip P Hetle; Joy J Hetle	\$7,972	9325 Turn St	LAKEWOOD II BL E LT 26
5B2101240040	Jason R Custer; Margaret M Custer	\$7,972	9330 Northland St	LAKEWOOD III BL E LT 4
5B2101250190	Justin Wayne Jarvis; Amanda Rene Cody Babin	\$7,972	9338 Turn St	LAKEWOOD II BL F LT 19
5B2101250200	Linnea M Powers; Jordan Serdyski	\$7,972	9336 Turn St	LAKEWOOD II BL F LT 20
5B2101240130	Loni D Van Kirk; Jodi L Van Kirk	\$7,972	9366 Northland St	LAKEWOOD III BL E LT 13
5B2501050150	James D Brackett	\$7,972	9202 Long Run Dr	LENGTHY ACRES BL 6 LT A
5B2101160010	Roger Bunton; Merry Bunton	\$7,972	9183 Parkwood Dr	RIVERWOOD BL A LT 55
5B2101160020	Carr David and Gloria Living Trust David Ernest Carr; Gloria Jeanne Carr Trustees; David Ernest Carr; Gloria Jeanne Carr Trustees	\$7,972	9179 Parkwood Dr	RIVERWOOD BL A LT 54
5B2101160030	Stephen Ray Eshnaur	\$7,972	9175 Parkwood Dr	RIVERWOOD BL A LT 53

5B2101160040	Kevin M Dugan	\$7,972	9171 Parkwood Dr	RIVERWOOD BL A LT 52
5B2101160050	Elizabeth File	\$7,972	9167 Parkwood Dr	RIVERWOOD BL A LT 51
5B2101250220	Carl W Mielke; Mari E Mielke	\$7,972	9328 Turn St	LAKEWOOD II BL F LT 22
5B2101250090	Joseph Lawrence Ver	\$7,972	9343 Stephen Richards Memorial Dr	LAKEWOOD II BL F LT 9
5B2101250100	Brett A Allio; Heather L Allio	\$7,972	9347 Stephen Richards Memorial Dr	LAKEWOOD II BL F LT 10A
5B2101250250	Michael J Swanson; Jacqueline R Swanson	\$7,972	9318 Turn St	LAKEWOOD II BL F LT 25
5B2101250240	Corry A Isabell	\$7,972	9322 Turn St	LAKEWOOD II BL F LT 24
5B2501410180	Wade Daniel Chappell	\$7,972	4110 Riverside Dr; 4112 Riverside Dr	NORTH RIVERSIDE DRIVE 3 BL D L
5B2501110070	James R Plosay; Melissa L Plosay	\$7,972	9230 Gee St	SMITH PARK II BL 3 LT 2
5B2501150090	Clark Mcdermaid; Margarita B Mcdermaid	\$7,972	9231 Sharon St	SMITH PARK III BL 4 LT 9
5B2501110060	Elizabeth E Graham	\$7,972	9234 Gee St	SMITH PARK II BL 3 LT 3
5B2501150100	Peter Boyd	\$7,972	9233 Sharon St	SMITH PARK III BL 4 LT 10
5B2501110040	Leif Short-Forrer; Staci L Forrer	\$7,972	9242 Gee St	SMITH PARK II BL 3 LT 5
5B2501110050	Gary E Kostenko; Karen S Kostenko	\$7,972	9238 Gee St	SMITH PARK II BL 3 LT 4
5B2501150120	Ichirou Sawa	\$7,972	9245 Sharon St	SMITH PARK III BL 4 LT 12
5B2501150110	Elzbieta Sokolowska	\$7,972	9239 Sharon St; 9241 Sharon St	SMITH PARK III BL 4 LT 11
5B2501150081	Kristin N Garot	\$7,972	9227 Sharon St	SMITH PARK III BL 4 LT 8B
5B2501150082	Juan R Orozco; Holly H Orozco	\$7,972	9229 Sharon St	SMITH PARK III BL 4 LT 8A
5B2501110080	Ashley B L Johnston; Lawrence R Johnston	\$7,972	9224 Gee St; 9226 Gee St	SMITH PARK II BL 3 LT 1
5B2501030092	Elias Duran Jr; Toni M Duran	\$7,972	9227 Long Run Dr; 9227 Long Run Dr Unit B	LENGTHY ACRES BL 1 LT 1
5B2101230130	Remigio Catli Maiquis Jr;	\$7,972	9341 Northland St	LAKEWOOD III BL D LT 13

	Christina Teninty Maiquis			
5B2501030050	Carol B Gamez	\$7,972	9219 Long Run Dr	LENGTHY ACRES BL 1 LT E
5B2101230140	Jeffrey L Hartman; Debbie D Quinn	\$7,972	9337 Northland St	LAKWOOD III BL D LT 14
5B2101230150	Luke Aaron Lemieux; Carly Lemieux	\$7,972	9333 Northland St	LAKWOOD III BL D LT 15
5B2501030040	Dwan W Hall; Cathy L Hall	\$7,972	9217 Long Run Dr	LENGTHY ACRES BL 1 LT D
5B2101230160	Patrick Allen Taylor; Christina M Taylor	\$7,972	9329 Northland St	LAKWOOD III BL D LT 16
5B2101230170	Matthew Bischoff; Uliana Bischoff	\$7,972	9325 Northland St	LAKWOOD III BL D LT 17
5B2501030030	Dwan Hall; Cathy Hall	\$7,972	9215 Long Run Dr	LENGTHY ACRES BL 1 LT C
5B2101230180	Charles R Richter; Heather A Richter	\$7,972	9321 Northland St	LAKWOOD III BL D LT 18
5B2101230190	Maria Heidi O Sipin; James M Driggers	\$7,972	9317 Northland St	LAKWOOD III BL D LT 19
5B2501030012	Dan Miller	\$7,972	3561 Riverside Dr; 3563 Riverside Dr	LENGTHY ACRES BL 1 LT A2
5B2501030011	Jennifer M Krick; William K Krick	\$7,972	9209 Long Run Dr; 9209 Long Run Dr Unit B	LENGTHY ACRES BL 1 LT A1
5B2501030020	Robert James Murphy Jr	\$7,972	9213 Long Run Dr	LENGTHY ACRES BL 1 LT B
5B2501030013	Jacob Dean Miller; Taylyn Kristine Miller	\$7,972	3557 Riverside Dr	LENGTHY ACRES BL 1 LT A3
5B2101230200	Tracy I Ward	\$7,972	9315 Northland St	LAKWOOD III BL D LT 20
5B2101230210	Beatrice J Walker	\$7,972	9309 Northland St	LAKWOOD III BL D LT 21
5B2501030060	Kristopher Patrick Hill	\$7,972	9221 Long Run Dr	LENGTHY ACRES BL 1 LT F
5B2101230100	Nadine Haken	\$7,972	9353 Northland St	LAKWOOD III BL D LT 10
5B2101230110	William Michael Columbus III	\$7,972	9349 Northland St	LAKWOOD III BL D LT 11
5B2501030070	Susanne Coleman	\$7,972	9223 Long Run Dr	LENGTHY ACRES BL 1 LT G
5B2501030080	Gwendolyn D Place; Joshua A Benevides	\$7,972	9225 Long Run Dr	LENGTHY ACRES BL 1 LT H
5B2101230090	Deborah Ann Gebert	\$7,972	9357 Northland St	LAKWOOD III BL D LT 9

5B2501030091	Elias Duran Jr; Toni M Duran	\$7,972	Long Run Dr	LENGTHY ACRES BL 1 LT 2
5B2101230120	Allan G Schlicht	\$7,972	9345 Northland St	LAKEWOOD III BL D LT 12
5B2501200110	James A Hoff; Charm M Hoff	\$7,972	3833 Melrose St	MOUNTAIN VIEW 2 BL B LT 11
5B2501200050	David F Ahrens; Erin T Ahrens	\$7,972	3809 Melrose St	MOUNTAIN VIEW 2 BL B LT 5
5B2501200010	Louisa R Hayes	\$7,972	3737 Julep St	MOUNTAIN VIEW 2 BL B LT 1
5B2501200040	Ronald Lee Bressette Jr; Catherine Anne Bressette	\$7,972	3805 Melrose St	MOUNTAIN VIEW 2 BL B LT 4
5B2501200020	Robert E Henricksen	\$7,972	3739 Julep St	MOUNTAIN VIEW 2 BL B LT 2
5B2501200030	Douglas M Rather; Vandi J Rather	\$7,972	3801 Melrose St	MOUNTAIN VIEW 2 BL B LT 3
5B2501210130	James S Swingle; Lavair E Swingle	\$7,972	3779 Julep St	MOUNTAIN VIEW 2 BL C LT 1
5B2501210110	Michael E Crabb and Elizabeth A Hoffman Living Trust Michael Eugene Crabb and Elizabeth Anne Hoffman As Trustees; Michael Eugene Crabb and Elizabeth Anne Hoffman As Trustees	\$7,972	3771 Julep St	MOUNTAIN VIEW 2 BL C LT 3
5B2501210100	Wesley S Walker; Rhoda L Walker	\$7,972	3800 Melrose St	MOUNTAIN VIEW 2 BL C LT 4
5B2501210080	Patrick T Monagle; Kari Monagle	\$7,972	3808 Melrose St	MOUNTAIN VIEW 2 BL C LT 7
5B2501210090	James M Mcknight; Conchita L Mcknight	\$7,972	3804 Melrose St	MOUNTAIN VIEW 2 BL C LT 5
5B2501210120	Nerio D Bernaldo	\$7,972	3775 Julep St	MOUNTAIN VIEW 2 BL C LT 2
5B2501210140	Koreti Taunuu; Nephi Taunuu	\$7,972	3805 Autumn Ct	MOUNTAIN VIEW 2 BL C LT 6
5B2501210070	Kevin B Casperon	\$7,972	3812 Melrose St	MOUNTAIN VIEW 2 BL C LT 8
5B2501210150	Elyssa G Pfaff; Trevor J Pfaff	\$7,972	3809 Autumn Ct	MOUNTAIN VIEW 2 BL C LT 9
5B2501210060	Jessie A Ashton; Stuart A Ashton	\$7,972	3816 Melrose St	MOUNTAIN VIEW 2 BL C LT 10
5B2501210040	Andra C Martin	\$7,972	3828 Melrose St	MOUNTAIN VIEW 2 BL C LT 13

5B2501210050	Leroy D Struble	\$7,972	3820 Melrose St	MOUNTAIN VIEW 2 BL C LT 11
5B2501210160	Agnes B Uddipa	\$7,972	3813 Autumn Ct	MOUNTAIN VIEW 2 BL C LT 12
5B2501210030	James A Daris; Tina M Daris	\$7,972	3844 Melrose St	MOUNTAIN VIEW 2 BL C LT 14
5B2501210170	Ivan A Miramontes Rosales	\$7,972	3817 Autumn Ct	MOUNTAIN VIEW 2 BL C LT 15
5B2501210020	Zachary Phillip Warmbrodt; Jessica Rae Warmbrodt	\$7,972	3848 Melrose St; 3848 Melrose St Unit B	MOUNTAIN VIEW 2 BL C LT 16
5B2501140130	Arthur J Stephens; Ruby C Stephens	\$7,972	3744 Julep St	MOUNTAIN VIEW 2 BL A LT 3
5B2501140110	Glenn A Stephens; Gina A Stephens	\$7,972	3752 Julep St	MOUNTAIN VIEW 2 BL A LT 5
5B2501200120	Zackary Ziegenfuss; Mary Ziegenfuss	\$7,972	3837 Melrose St	MOUNTAIN VIEW 2 BL B LT 12
5B2501200230	Heidi L Haffner	\$7,972	9034 Division St	MOUNTAIN VIEW 2 BL B LT 23
5B2501200130	William C Byford; Caroline E Byford	\$7,972	3841 Melrose St	MOUNTAIN VIEW 2 BL B LT 13
5B2501200140	Kathleen I Galau; Robert Galau	\$7,972	3845 Melrose St	MOUNTAIN VIEW 2 BL B LT 14
5B2501200150	Dwan W Hall; Cathy L Hall	\$7,972	3849 Melrose St	MOUNTAIN VIEW 2 BL B LT 15
5B2501200160	Michael A Laudert; Amber M Laudert	\$7,972	3853 Melrose St	MOUNTAIN VIEW 2 BL B LT 16
5B2501200180	Jerry Nankervis; Lisa Nankervis	\$7,972	9014 Division St	MOUNTAIN VIEW 2 BL B LT 18
5B2501200190	Cody Key Strahm	\$7,972	9018 Division St	MOUNTAIN VIEW 2 BL B LT 19
5B2501200220	Barbara Bartoo	\$7,972	9030 Division St	MOUNTAIN VIEW 2 BL B LT 22
5B2501200210	Brett J Coblentz; Debra K Coblentz	\$7,972	9026 Division St	MOUNTAIN VIEW 2 BL B LT 21
5B2501200200	Nove C Barril, Et Al; Rachel C Barril; Hannah C Barril; Malcolm C Barril; Krista C Barril	\$7,972	9022 Division St	MOUNTAIN VIEW 2 BL B LT 20
5B2501200090	Fred M Tolbert Jr	\$7,972	3825 Melrose St	MOUNTAIN VIEW 2 BL B LT 9
5B2501200070	Tracey J Reinwand Muir	\$7,972	3817 Melrose St	MOUNTAIN VIEW 2 BL B LT 7

5B2501200100	Andrew C Hann; Alexandra Anne Lewis	\$7,972	3829 Melrose St	MOUNTAIN VIEW 2 BL B LT 10
5B2501200080	Barbara L Duncan; Gerald Duncan	\$7,972	3821 Melrose St	MOUNTAIN VIEW 2 BL B LT 8
5B2501200060	Justin Papenbrock	\$7,972	3813 Melrose St	MOUNTAIN VIEW 2 BL B LT 6
5B2501120030	David L Turner Jr; Amber Averette	\$7,972	9026 Gee St	MOUNTAIN VIEW BL C LT 3
5B2501140120	Dominique Johnson; Christine Johnson	\$7,972	3748 Julep St	MOUNTAIN VIEW 2 BL A LT 4
5B2501120040	Eric Brewer; Amber Brewer	\$7,972	9022 Gee St	MOUNTAIN VIEW BL C LT 4
5B2501140140	Kaia Henrickson	\$7,972	3740 Julep St	MOUNTAIN VIEW 2 BL A LT 2
5B2501140150	Romeo L Del Rosario; Gina Del Rosario	\$7,972	3736 Julep St	MOUNTAIN VIEW 2 BL A LT 1
5B2501120020	Yanitza Muir; Mark Mitchell	\$7,972	9030 Gee St	MOUNTAIN VIEW BL C LT 2
5B2501120010	Bernaldo & Estigoy	\$7,972	9034 Gee St	MOUNTAIN VIEW BL C LT 1
5B2501200170	Daniel M Bleidorn; Rya N Waldern	\$7,972	3857 Melrose St	MOUNTAIN VIEW 2 BL B LT 17
5B2501190120	Vincent P Yadao Jr; Mary M Raster	\$7,972	9214 Emily Way	MARION BL B LT 11B
5B2501190110	Richard D Sweeney	\$7,972	9216 Emily Way	MARION BL B LT 11A
5B2501100080	Daniel C Wayne; Kathleen A Wayne	\$7,972	3795 Killewich Dr	SMITH PARK IV BL 6 LT 11
5B2501160050	James L Wright	\$7,972	3823 Killewich Dr	SMITH PARK IV BL 7 LT 4B1
5B2501100060	Anselm C Staack; Carol A Staack	\$7,972	9330 Betty Ct	SMITH PARK IV BL 6 LT 9
5B2501100040	Blake Galvin	\$7,972	9338 Betty Ct	SMITH PARK IV BL 6 LT 7
5B2501100051	Lawrence J Sullivan	\$7,972	9336 Betty Ct	SMITH PARK IV BL 6 LT 8A
5B2501100052	Anneka Knotts Morgan	\$7,972	9334 Betty Ct	SMITH PARK IV BL 6 LT 8B
5B2601010030	William and Audrey Diebels Living Trust C/O William Louis Diebels Jr & Audrey Ann Diebels Trustees; C/O William Louis Diebels Jr &	\$7,972	9342 Betty Ct	SMITH PARK IV BL 6 LT 6

	Audrey Ann Diebels Trustees			
5B2501160040	Drew and Michelle Norman Living Trust	\$7,972	3819 Killewich Dr	SMITH PARK IV BL 7 LT 4A1
5B2501160021	Killehuck LLC	\$7,972	3811 Killewich Dr	SMITH PARK IV BL 7 LT 2A
5B2501160032	Timothy K Smith; Carrie E Smith	\$7,972	3815 Killewich Dr	SMITH PARK IV BL 7 LT 3A1
5B2501160061	Charity Lynn Platt	\$7,972	3827 Killewich Dr	SMITH PARK IV BL 7 LT 5A1
5B2501170030	Birger Baastrup	\$7,972	3810 Killewich Dr	SMITH PARK IV BL 5 LT 4
5B2501170020	Jerry Lee White Jr; Brooke White	\$7,972	3814 Killewich Dr	SMITH PARK IV BL 5 LT 5
5B2501170040	Melissa Lynn Dumas; Elton Scott Dumas	\$7,972	3804 Killewich Dr	SMITH PARK IV BL 5 LT 3
5B2501100093	Mark Ryder; Amanda Ryder	\$7,972	Killewich Dr	SMITH PARK VII LT 3
5B2501100092	Daniel Wayne; Kathleen Wayne	\$7,972	Killewich Dr	SMITH PARK VII LT 2
5B2501100071	Stephen E Ball; Heather A Ball	\$7,972	3785 Killewich Dr	SMITH PARK VII LT 1
5B2501150160	Hilary V Martin	\$7,972	9257 Sharon St	SMITH PARK IV BL 4 LT 15
5B2501110010	Logan Roper	\$7,972	9250 Gee St	SMITH PARK II BL 3 LT 8
5B2501170010	Nancy M Free-Sloan	\$7,972	3818 Killewich Dr	SMITH PARK IV BL 5 LT 6
5B2501430280	Eugene A Coffin III; Janet E Coffin	\$7,972	3878 Killewich Dr	SMITH PARK VI BL B LT 14
5B2501430260	Benjamin R Gilbert; April Gilbert	\$7,972	3870 Killewich Dr	SMITH PARK VI BL B LT 12
5B2501430270	Richard W Perkins	\$7,972	3874 Killewich Dr	SMITH PARK VI BL B LT 13
5B2501430250	Travis Mead; Amy Gurton Mead	\$7,972	3866 Killewich Dr	SMITH PARK VI BL B LT 11
5B2501430240	Ferral D Huntsman; Karen S Huntsman	\$7,972	3862 Killewich Dr	SMITH PARK VI BL B LT 10
5B2501430230	Lynn Kirkham; Phyllis Kirkham	\$7,972	3858 Killewich Dr; 3860 Killewich Dr	SMITH PARK VI BL B LT 9
5B2501430220	David M Mesdag	\$7,972	3854 Killewich Dr	SMITH PARK VI BL B LT 8
5B2501430200	Troy G Whitlock Jr	\$7,972	3846 Killewich Dr	SMITH PARK VI BL B LT 6
5B2501430170	Kevin A Puustinen;	\$7,972	3834 Killewich Dr	SMITH PARK VI BL B LT 3

	Shawna J Puustinen			
5B2501430160	Ricardo Urrutia Reyna	\$7,972	3828 Killewich Dr; 3830 Killewich Dr	SMITH PARK VI BL B LT 2
5B2501430080	Gretchen A Pence; William T Pence	\$7,972	3859 Killewich Dr	SMITH PARK VI BL A LT 7
5B2501430090	Richard N Janelle; Kim M Janelle	\$7,972	3855 Killewich Dr	SMITH PARK VI BL A LT 6
5B2501430100	Michael Tibbles; Kristy Tibbles	\$7,972	3851 Killewich Dr	SMITH PARK VI BL A LT 5
5B2501430110	Frank F Mesdag; Mimi D Mesdag	\$7,972	3847 Killewich Dr; 3849 Killewich Dr	SMITH PARK VI BL A LT 4
5B2501430070	Eric S Holst; Sandra K Holst	\$7,972	3863 Killewich Dr	SMITH PARK VI BL A LT 8
5B2501430060	Christie Bentz	\$7,972	3867 Killewich Dr; 3867 Killewich Dr Unit B	SMITH PARK VI BL A LT 9
5B2501430050	Laureen Marie Dicarlo; Paul N Dicarlo	\$7,972	3871 Killewich Dr	SMITH PARK VI BL A LT 10
5B2501430040	Brian Nielsen; Kaili Nielsen	\$7,972	3875 Killewich Dr	SMITH PARK VI BL A LT 11
5B2501430030	Donna M Schultz	\$7,972	3879 Killewich Dr	SMITH PARK VI BL A LT 12
5B2501430020	Jane R Huckstorf; David L Cline	\$7,972	3883 Killewich Dr	SMITH PARK VI BL A LT 13
5B2501430130	Jonathan K Gunstrom; Brooke S Gunstrom	\$7,972	3839 Killewich Dr	SMITH PARK VI BL A LT 2
5B2501430120	Scott M Gende; Amy Lynn Reifenstein	\$7,972	3843 Killewich Dr	SMITH PARK VI BL A LT 3
5B2501430140	Mike J Erickson; Bonnie Erickson	\$7,972	3835 Killewich Dr	SMITH PARK VI BL A LT 1
5B2501160071	Christopher M Gianotti; Joan E Gianotti	\$7,972	3831 Killewich Dr	SMITH PARK IV BL 7 LT 6A1
5B2501430150	Loren E Beebe Jr	\$7,972	3826 Killewich Dr	SMITH PARK VI BL B LT 1
5B2501430190	Edwardson Living Trust C/O Sandra L Edwardson and Robert H Edwardson; C/O Sandra L Edwardson and Robert H Edwardson	\$7,972	3842 Killewich Dr	SMITH PARK VI BL B LT 5
5B2501430180	Taube Trust Thomas T Taube & Elizabeth G Taube As Trustees; Thomas	\$7,972	3838 Killewich Dr	SMITH PARK VI BL B LT 4

	T Taube & Elizabeth G Taube As Trustees			
5B2501430210	Craig Randal Long; Christi Lee Long	\$7,972	3850 Killewich Dr	SMITH PARK VI BL B LT 7
5B2501420010	Dyemond LLC	\$7,972	3839 Riverside Dr	SMITH PARK IV LT 1
5B2501090160	Erik A Mccormick; Melissa L Mccormick	\$7,972	9253 Gee St	SMITH PARK II BL 1 LT 16
5B2501050011	Stephen M Treston; Nila N Treston	\$7,972	3620 Killewich Dr	LENGTHY ACRES BL 5 LT OB
5B2501050010	Susan Christine Thompson	\$7,972	9406 Long Run Dr	LENGTHY ACRES BL 5 LT OA
5B2501050020	Mark Miller; Elaine Miller	\$7,972	9404 Long Run Dr	LENGTHY ACRES BL 5 LT N
5B2501090150	Thomas L Bearden; Vivian L Bearden	\$7,972	9249 Gee St	SMITH PARK II BL 1 LT 15
5B2501090120	Thomas Digiovanni	\$7,972	9241 Gee St	SMITH PARK II BL 1 LT 12
5B2501090110	Gary E Kostenko; Karen S Kostenko	\$7,972	9237 Gee St; 9237 Gee St Unit B	SMITH PARK II BL 1 LT 11
5B2501090100	Geoffrey Bullock; Ruth Bullock	\$7,972	9233 Gee St	SMITH PARK BL 1 LT 10
5B2501090130	Jody L Levernier; Mark I Ibias	\$7,972	9243 Gee St	SMITH PARK II BL 1 LT 13
5B2501050030	James R Startz; Elizabeth L Startz	\$7,972	9402 Long Run Dr	LENGTHY ACRES BL 5 LT M
5B2501050040	Stanley Fields; Sarah Fields	\$7,972	9232 Long Run Dr; 9234 Long Run Dr	LENGTHY ACRES BL 6 LT L
5B2501050050	Stephani J Griffin	\$7,972	9230 Long Run Dr	LENGTHY ACRES BL 6 LT K
5B2501050060	Genevieve R Wojtusik; William Jared Pigue	\$7,972	9228 Long Run Dr	LENGTHY ACRES BL 6 LT J
5B2501090140	Richard W Welling; Karlynn B Welling	\$7,972	9245 Gee St; 9247 Gee St	SMITH PARK II BL 1 LT 14
5B2501090050	Laurent D Chantry; Donna L Chantry	\$7,972	9219 Gee St	SMITH PARK BL 1 LT 5
5B2501090040	Zachary Justin Morris; Randi Taylyn Jane Morris	\$7,972	9217 Gee St	SMITH PARK BL 1 LT 4
5B2501090090	David M Byrne	\$7,972	9229 Gee St	SMITH PARK BL 1 LT 9

5B2501090060	Todd B Jennings; Lavina H Jennings	\$7,972	9221 Gee St	SMITH PARK BL 1 LT 6
5B2501090080	Kathleen Ann Dilley	\$7,972	9225 Gee St	SMITH PARK BL 1 LT 8
5B2501090070	Boyce J Bingham; Venietia M Bingham	\$7,972	9223 Gee St	SMITH PARK BL 1 LT 7
5B2501050070	Raymond S Howard Jr; Emily C Howard	\$7,972	9226 Long Run Dr	LENGTHY ACRES BL 6 LT I
5B2501050090	Josephine Mcmurray Williams	\$7,972	9220 Long Run Dr	LENGTHY ACRES BL 6 LT G1
5B2501050100	Josephine Mcmurray Williams	\$7,972		LENGTHY ACRES BL 6 LT F
5B2501050110	David A Brown; Carol A Brown	\$7,972	9216 Long Run Dr; 9216 Long Run Dr Unit B	LENGTHY ACRES BL 6 LT E
5B2501050120	Steven R Jaynes	\$7,972	9212 Long Run Dr	LENGTHY ACRES BL 6 LT D
5B2501090030	Thomas Greinier; Katrina Leota Blackwell	\$7,972	9215 Gee St	SMITH PARK BL 1 LT 3
5B2501050132	Martha J Quinn	\$7,972	9210 Long Run Dr	LENGTHY ACRES BL 6 LT CB
5B2501050131	Jacob B Carte; Cindy Carte	\$7,972	9208 Long Run Dr	LENGTHY ACRES BL 6 LT CA
5B2501090020	Brent L Fischer; Deborah Fischer	\$7,972	9213 Gee St	SMITH PARK BL 1 LT 2
5B2501050140	Ryder Living Trust	\$7,972	9206 Long Run Dr	LENGTHY ACRES BL 6 LT B
5B2501040061	Christian C Gadaire	\$7,972	9408 Long Run Dr	LENGTHY ACRES BL 4 LT P1
5B2501040040	Martha Louise Yurko	\$7,972	9412 Long Run Dr	LENGTHY ACRES BL 4 LT C
5B2501040050	Joshua W Schaefer; Lyndsey Y Schaefer	\$7,972	9410 Long Run Dr	LENGTHY ACRES BL 4 LT Q
5B2601000050	Kerry G Lear; Stephanie L Allison	\$7,972	9414 Long Run Dr	LENGTHY ACRES BL 4 LT B
5B2601000042	Bonnie B Chaney; Gregory P Chaney	\$7,972		LENGTHY ACRES BL 4 LT A2
5B2601000043	Stephen M Bower; Patricia J Bower	\$7,972	9416 Long Run Dr	LENGTHY ACRES BL 4 LT A1A
5B2601010020	Darrin Stephen Crapo; Lindsay Rae Crapo	\$7,972	9347 Betty Ct	SMITH PARK IV BL 6 LT 5
5B2501040030	Delfin Cesar; Marlene M Cesar	\$7,972	9411 Long Run Dr	LENGTHY ACRES BL 3 LT C

5B2101220080	Thomas Edward Mattice Revocable Trust Uta Thomas Edward Mattice As Trustee; Thomas Edward Mattice As Trustee	\$7,972	3474 Stream Ct	LAKEWOOD III BL C LT 7
5B2101220070	Bryan S Jackson; Alicia Jackson	\$7,972	3478 Meander Way	LAKEWOOD III BL C LT 6
5B2101220060	Amy M Miller	\$7,972	3488 Meander Way	LAKEWOOD III BL C LT 5
5B2101210170	John H Cooper; Alyson H Cooper	\$7,972	3495 Meander Way	LAKEWOOD III BL B LT 33
5B2101210180	Kevin W Tillotson; Gabriella E Tillotson	\$7,972	3499 Meander Way	LAKEWOOD III BL B LT 34
5B2601000030	Elizabeth Barr Cayce	\$7,972	9419 Long Run Dr	LENGTHY ACRES BL 3 LT E TR W
5B2101220010	Scott J Griffith; Sarah L Griffith	\$7,972	3503 Meander Way	LAKEWOOD III BL C LT 1
5B2601000020	Carlson Keith & Marie Trust Keith Conrad Carlson; Marie Carol Carlson; Trustees; Keith Conrad Carlson; Marie Carol Carlson; Trustees	\$7,972	9417 Long Run Dr	LENGTHY ACRES BL 3 LT E TR E
5B2101220020	James P Arnoldt	\$7,972	3500 Meander Way	LAKEWOOD III BL C LT 2
5B2101220050	Sterling J Salisbury; Lindsay Salisbury	\$7,972	3492 Meander Way	LAKEWOOD III BL C LT 4
5B2101220040	Tim A Kissner	\$7,972	3494 Meander Way	LAKEWOOD III BL C LT 3B
5B2101220030	Jegger T Arsua; Megan J Lockridge	\$7,972	3496 Meander Way	LAKEWOOD III BL C LT 3A
5B2101220130	Ronald L Shriver III	\$7,972	3470 Stream Ct; 3470 Stream Ct Apt B	LAKEWOOD III BL C LT 11
5B2101220100	Joshua Warren Pritts; Stacy Lynn Pritts	\$7,972	3500 Stream Ct	LAKEWOOD III BL C LT 9
5B2101220090	Jason P Brooks; Kristen M Brooks	\$7,972	3480 Stream Ct; 3482 Stream Ct	LAKEWOOD III BL C LT 8
5B2501040010	Otto Whitfield; Verma D Whitfield	\$7,972	9407 Long Run Dr	LENGTHY ACRES BL 3 LT A
5B2101220140	Charles L Gordon; Tina M Maryott-Gordon	\$7,972	3471 Richards Dr; 3473 Richards Dr	LAKEWOOD III BL C LT 12

5B2101210040	Jordan Ashley Mcnatt; Chase Robert Mcnatt	\$7,972	3441 Meander Way	LAKEWOOD III BL B LT 20
5B2101210100	Kamal D Lindoff; Danielle M Lindoff	\$7,972	3467 Meander Way	LAKEWOOD III BL B LT 26
5B2101210110	Melissa Brown; Locke O Brown	\$7,972	3471 Meander Way	LAKEWOOD III BL B LT 27
5B2101210120	Samuel E Hatch	\$7,972	3475 Meander Way	LAKEWOOD III BL B LT 28
5B2101210130	Sean Smack; Ashley Smack	\$7,972	3479 Meander Way	LAKEWOOD III BL B LT 29
5B2101210140	Jeffrey Garmon; Nicolle Garmon	\$7,972	3483 Meander Way	LAKEWOOD III BL B LT 30
5B2101210150	John G Schoenmann	\$7,972	3487 Meander Way	LAKEWOOD III BL B LT 31
5B2101210160	John G Schoenmann; Suzanne M Schoenmann	\$7,972	3491 Meander Way	LAKEWOOD III BL B LT 32
5B2101230020	Carl M Ferlauto	\$7,972	3466 Richards Dr	LAKEWOOD III BL D LT 2
5B2101210050	Norman E Staton; Donna M Staton	\$7,972	3445 Meander Way	LAKEWOOD III BL B LT 21
5B2101210090	Russell and Thyes Shaub Living Trust	\$7,972	3463 Meander Way	LAKEWOOD III BL B LT 25
5B2101210080	Jeffrey M Rud; Lori L Rud	\$7,972	3459 Meander Way	LAKEWOOD III BL B LT 24
5B2101210070	Jessica Wright; Andre Khmelev	\$7,972	3455 Meander Way	LAKEWOOD III BL B LT 23
5B2101210060	Howard R Jaeger; Roberta J Jaeger	\$7,972	3451 Meander Way	LAKEWOOD III BL B LT 22
5B2101230030	Marilyn Ann Fox Zaleski; Adam Zaleski	\$7,972	3456 Meander Way	LAKEWOOD III BL D LT 3
5B2501030130	Howard Living Trust	\$7,972	9401 Long Run Dr; 9401 Long Run Dr Unit A	LENGTHY ACRES BL 2 LT BB
5B2501030120	Jennifer June Nebert	\$7,972	9395 Long Run Dr	LENGTHY ACRES BL 2 LT AB
5B2501030140	Kerry Anne Thomas	\$7,972	9403 Long Run Dr	LENGTHY ACRES BL 2 LT C
5B2101230010	Susan K Bell; Robert S Koenitzer	\$7,972	3470 Richards Dr	LAKEWOOD III BL D LT 1
5B2101230040	Reach Inc	\$7,972	9377 Northland St	LAKEWOOD III BL D LT 4
5B2501030110	Michael J Norton; Nancy J Norton	\$7,972	9391 Long Run Dr	LENGTHY ACRES BL 2 LT AA
5B2101230050	Noah Teshner; Heidi Teshner	\$7,972	9373 Northland St; 9375 Northland St	LAKEWOOD III BL D LT 5
5B2101230060	Karen E Elliott	\$7,972	9369 Northland St	LAKEWOOD III BL D LT 6

5B2101230070	Richard C Isaak; Michele N Isaak	\$7,972	9365 Northland St	LAKEWOOD III BL D LT 7
5B2101230080	William Reed Hayes	\$7,972	9361 Northland St	LAKEWOOD III BL D LT 8
5B2101270150	Caracciolo Trust	\$7,972	9346 Parkview Ct	LAKEWOOD I BL G LT 39A
5B2101270110	Allison Holtkamp Waid; Jacob Orin Waid	\$7,972	9353 Center Ct	LAKEWOOD I BL G LT 35
5B2101270100	Garrison Field; Brooke Field	\$7,972	9349 Center Ct	LAKEWOOD I BL G LT 34
5B2101270060	Michael A Grieser; Diana R Grieser	\$7,972	9348 Center Ct	LAKEWOOD I BL G LT 30
5B2101270120	Douglas M Eggers; Cecilia A Eggers	\$7,972	9357 Center Ct	LAKEWOOD I BL G LT 36
5B2101270140	Philip P Loseby; Katherine Loseby	\$7,972	9350 Parkview Ct	LAKEWOOD I BL G LT 38
5B2101270130	Joemer Gonzales; Grace Gonzales	\$7,972	9354 Parkview Ct	LAKEWOOD I BL G LT 37
5B2101270240	James N Helfinstine; Laurie Jo Helfinstine	\$7,972	3402 Meander Way	LAKEWOOD I BL G LT 48
5B2101270230	Jeshua D R Mcmaster; Kayla L McMaster	\$7,972	9351 Parkview Ct	LAKEWOOD I BL G LT 47
5B2101270160	Dawn Marie Cavanaugh; Timothy Allen Lombard	\$7,972	9342 Parkview Ct	LAKEWOOD I BL G LT 40A
5B2101270090	The Teshner Family Trust	\$7,972	9345 Center Ct; 9347 Center Ct	LAKEWOOD I BL G LT 33
5B2101270170	Ava Masser Daugherty	\$7,972	9338 Parkview Ct; 9340 Parkview Ct	LAKEWOOD I BL G LT 41
5B2101270080	Mitchell P Schumacher; Krista K Garrett	\$7,972	9341 Center Ct	LAKEWOOD I BL G LT 32
5B2101270190	Rebecca Ann Monagle Living Trust	\$7,972	9337 Parkview Ct	LAKEWOOD I BL G LT 43
5B2101270180	Justin Ambrose Taber; Kimberly Sue Taber	\$7,972	9332 Parkview Ct; 9334 Parkview Ct; 9334 Parkview Ct Unit B	LAKEWOOD I BL G LT 42
5B2101270220	Karsun G Newport; Joelle N Newport	\$7,972	9349 Parkview Ct	LAKEWOOD I BL G LT 46
5B2101270210	Winston N Arnold; Rhodina L Arnold	\$7,972	9343 Parkview Ct	LAKEWOOD I BL G LT 45
5B2101270200	Brian T Botts; Whitney Short	\$7,972	9341 Parkview Ct	LAKEWOOD I BL G LT 44

5B2101280010	Dane R Schmick; Jenna C Schmidt	\$7,972	3424 Meander Way	LAKEWOOD I BL G LT 49 FR
5B2101280040	Susan I Reishus	\$7,972	9332 Stephen Richards Memorial Dr	LAKEWOOD I BL G LT 52
5B2101280030	Tyson J Lee; Karla Serna Romero	\$7,972	9342 Stephen Richards Memorial Dr	LAKEWOOD I BL G LT 51
5B2101280020	Sione O Vakauta; Naomi Vakauta	\$7,972	9352 Stephen Richards Memorial Dr	LAKEWOOD I BL G LT 50
5B2101190010	Eugenia Gina Del Rosario; Romeo Del Rosario Jr	\$7,972	9342 Rivercourt Way	LAKEWOOD I BL A LT 1
5B2101190130	Victor R Perez; Linda J Perez	\$7,972	9390 Rivercourt Way	LAKEWOOD I BL A LT 13
5B2101190120	Christi D Grussendorf; Timothy J Grussendorf	\$7,972	9386 Rivercourt Way	LAKEWOOD I BL A LT 12
5B2101190110	Gregory M Tingey; Jacqueline L Tingey	\$7,972	9382 Rivercourt Way	LAKEWOOD I BL A LT 11
5B2101190100	Brady A Fink; Kelley M Fink	\$7,972	9378 Rivercourt Way	LAKEWOOD I BL A LT 10
5B2101190090	Danielle Marrie Miller	\$7,972	9374 Rivercourt Way	LAKEWOOD I BL A LT 9
5B2101190080	Kenneth J Brainard	\$7,972	9370 Rivercourt Way	LAKEWOOD I BL A LT 8
5B2101190070	Tristan Fluharty; Lisa Fluharty	\$7,972	9366 Rivercourt Way	LAKEWOOD I BL A LT 7
5B2101190060	Ida Eliason	\$7,972	9362 Rivercourt Way	LAKEWOOD I BL A LT 6
5B2101190050	Jacob W Pegoda; Elizabeth J Pegoda	\$7,972	9358 Rivercourt Way	LAKEWOOD I BL A LT 5
5B2101190040	Joseph Deats; Rebekah Deats; Luann Dorothy Schetky	\$7,972	9354 Rivercourt Way	LAKEWOOD I BL A LT 4
5B2101190030	Temsco Helicopters Inc	\$7,972	9350 Rivercourt Way	LAKEWOOD I BL A LT 3
5B2101190020	Jennifer Ellen Coale; Erik Michael Pearson	\$7,972	9346 Rivercourt Way	LAKEWOOD I BL A LT 2
5B2101190140	Jessica Leeah	\$7,972	9394 Rivercourt Way	LAKEWOOD I BL A LT 14
5B2101190160	Taber Living Trust John R Taber, Sharon Anne Taber,; John R Taber, Sharon Anne Taber,	\$7,972	9399 Rivercourt Way	LAKEWOOD I BL A LT 16

5B2101190150	Christopher Wallace; Christy Wallace	\$7,972	9398 Rivercourt Way	LAKEWOOD I BL A LT 15
5B2101260090	Stacey Lee Lacey; Joshua Aaron Lacey	\$7,972	9375 Rivercourt Way	LAKEWOOD I BL G LT 9
5B2101260060	Matthew A Haynes	\$7,972	9363 Rivercourt Way	LAKEWOOD I BL G LT 6
5B2101260050	Kohl Thomas Jaeger; Kyelisa Noel Graham; Howard R Jaeger; Roberta Jaeger	\$7,972	9359 Rivercourt Way	LAKEWOOD I BL G LT 5
5B2101260040	Kenneth P Arnoldt	\$7,972	9355 Rivercourt Way	LAKEWOOD I BL G LT 4
5B2101260030	Joseph B Liddle; Melinda Liddle	\$7,972	9351 Rivercourt Way	LAKEWOOD I BL G LT 3
5B2101260150	Heidi A Teshner; Noah E Teshner	\$7,972	9352 Lakeview Ct	LAKEWOOD I BL G LT 15
5B2101260140	Erik Clark; Jacquelyn Clark	\$7,972	9356 Lakeview Ct	LAKEWOOD I BL G LT 14
5B2101260130	Amanda Swanson; Derik Swanson	\$7,972	9360 Lakeview Ct	LAKEWOOD I BL G LT 13
5B2101260120	Thi Thu Mai Nguyen	\$7,972	9362 Lakeview Ct; 9364 Lakeview Ct	LAKEWOOD I BL G LT 12
5B2101260190	Daniel L Randall	\$7,972	9345 Lakeview Ct	LAKEWOOD I BL G LT 19
5B2101260230	Marques Dumaop; Letecia Dumaop	\$7,972	9361 Lakeview Ct	LAKEWOOD I BL G LT 23
5B2101260240	Christopher Joseph Toupin; Wendy M Germain Toupin	\$7,972	9365 Lakeview Ct	LAKEWOOD I BL G LT 24
5B2101270050	Clinton D Singletary; Michelle R Singletary	\$7,972	9352 Center Ct	LAKEWOOD I BL G LT 29
5B2101260200	Christena A Leamer; Kelly O Leamer	\$7,972	9349 Lakeview Ct	LAKEWOOD I BL G LT 20
5B2101260210	Aaron J Katzeek; Jennifer L Katzeek	\$7,972	9351 Lakeview Ct; 9353 Lakeview Ct	LAKEWOOD I BL G LT 21
5B2101260220	Carl Gordon Weimer; Sharilee A Weimer	\$7,972	9357 Lakeview Ct	LAKEWOOD I BL G LT 22
5B2101270010	David J Landes; Robin K Landes	\$7,972	3332 Meander Way	LAKEWOOD I BL G LT 25
5B2101270020	Michael T Matthews; Samantha A Blankenship	\$7,972	3336 Meander Way	LAKEWOOD I BL G LT 26

5B2101270030	Maureen Lare; Daniel Michrowski	\$7,972	3340 Meander Way	LAKEWOOD I BL G LT 27
5B2101270040	Laurel G Mendivil	\$7,972	9356 Center Ct	LAKEWOOD I BL G LT 28
5B2101260100	John Andrew Grant	\$7,972	3314 Meander Way	LAKEWOOD I BL G LT 10
5B2101260110	Cer Harley Scott; Margarete Ruth Katzeek	\$7,972	9368 Lakeview Ct	LAKEWOOD I BL G LT 11
5B2101200080	Dee Pearson; Robert Pearson	\$7,972	3331 Meander Way; 3333 Meander Way	LAKEWOOD I BL B LT 8
5B2101200070	Garrett Schoenberger; Florentina V Schoenberger	\$7,972	3327 Meander Way	LAKEWOOD I BL B LT 7
5B2101200060	Brian J Goettler; Kimberly D Goettler	\$7,972	3323 Meander Way	LAKEWOOD I BL B LT 6
5B2101200050	Harvey E Hergett; Pamela K Hergett	\$7,972	3319 Meander Way	LAKEWOOD I BL B LT 5
5B2101200040	Christine R Shaw; Adam J Shaw	\$7,972	3315 Meander Way	LAKEWOOD I BL B LT 4
5B2101200030	Benjamin Miller	\$7,972	3311 Meander Way	LAKEWOOD I BL B LT 3
5B2101200020	Loretta Bessie Neal	\$7,972	9387 Rivercourt Way	LAKEWOOD I BL B LT 2
5B2101200010	Scott W Heaton; Traci S Heaton	\$7,972	9391 Rivercourt Way	LAKEWOOD I BL B LT 1
5B2101200090	Bjorn and Stefane Wolter Living Trust C/O Bjorn Hugo Karl & Stefanie Ruth Wolter Trustees; C/O Bjorn Hugo Karl & Stefanie Ruth Wolter Trustees	\$7,972	3335 Meander Way	LAKEWOOD I BL B LT 9
5B2101200130	Robert Michael Atadero; Adrienne Kent Atadero	\$7,972	3377 Meander Way	LAKEWOOD I BL B LT 13
5B2101200120	Lisa Bryant	\$7,972	3361 Meander Way	LAKEWOOD I BL B LT 12
5B2101200110	Alan and Joann Steininger Living Trust Alan John Steininger & Joann Steininger As Trustees; Alan John Steininger & Joann Steininger As Trustees	\$7,972	3343 Meander Way	LAKEWOOD I BL B LT 11

5B2101200100	William F Race; Sara M Race	\$7,972	3339 Meander Way	LAKEWOOD I BL B LT 10
5B2101200140	Morgan Cruz Erisman; Vladimir Cruz	\$7,972	3379 Meander Way	LAKEWOOD I BL B LT 14
5B2101200150	Timothy Brueggeman; Tina Brueggeman	\$7,972	3401 Meander Way	LAKEWOOD I BL B LT 15
5B2101200160	Joshua A Hamilton; Andrea L Hamilton	\$7,972	3425 Meander Way	LAKEWOOD I BL B LT 16
5B2101270070	Michael T Stevenson; Janice S Stevenson	\$7,972	9344 Center Ct	LAKEWOOD I BL G LT 31
5B2101260180	Julius K Wery; Regina A Wery	\$7,972	9341 Lakeview Ct	LAKEWOOD I BL G LT 18
5B2101260170	Timothy A Wagner	\$7,972	9344 Lakeview Ct	LAKEWOOD I BL G LT 17
5B2101260010	Scott Gilmour; Traci K Gilmour	\$7,972	9343 Rivercourt Way	LAKEWOOD I BL G LT 1
5B2101260020	Debra Dianne James Revocable Trust	\$7,972	9347 Rivercourt Way	LAKEWOOD I BL G LT 2
5B2101260160	Karen Fern Capp Living Trust Karen F Capp As Trustee; Karen F Capp As Trustee	\$7,972	9348 Lakeview Ct	LAKEWOOD I BL G LT 16
5B2101260080	Nina Ann D'Andrade; Bernadine Althea Deasis	\$7,972	9371 Rivercourt Way	LAKEWOOD I BL G LT 8
5B2101260070	Benjamin J Beck; Josephine A Beck	\$7,972	9367 Rivercourt Way	LAKEWOOD I BL G LT 7
5B2501480050	Damon Clemans Living Trust Damon Nathan Clemans As Trustee; Damon Nathan Clemans As Trustee	\$7,972	4248 Marion Dr	NORTH RIVERSIDE BL C LT 7
5B2501480060	Anna Hoke; Ronan Tagsip	\$7,972	4242 Marion Dr; 4244 Marion Dr	NORTH RIVERSIDE BL C LT 9
5B2501480090	Elenoa F Lehauli; Sosaia H Lehauli	\$7,972	4239 Riverside Dr	NORTH RIVERSIDE BL C LT 10
5B2501480120	Shelby McCormick	\$7,972	4243 Riverside Dr Unit B	NORTH RIVERSIDE BL C LT 6B
5B2501480080	Amberly R Jeffers	\$7,972	4237 Riverside Dr	NORTH RIVERSIDE BL C LT 12

5B2501480100	Mel J Personett II	\$7,972	4241 Riverside Dr	NORTH RIVERSIDE BL C LT 8
5B2501480110	Geraldine L Stoll; Michael Stoll	\$7,972	4243 Riverside Dr Unit A	NORTH RIVERSIDE BL C LT 6A
5B2501480070	A Lee Liberte Revocable Trust A Lee Liberte As Trustee; A Lee Liberte As Trustee	\$7,972	4238 Marion Dr	NORTH RIVERSIDE BL C LT 11
5B2501480130	Bradford J Dybdahl; Aja T Dybdahl	\$7,972	4245 Riverside Dr	NORTH RIVERSIDE BL C LT 4A
5B2501480030	Desiree J Duncan	\$7,972	4449 Taku Blvd	NORTH RIVERSIDE BL C LT 3
5B2501480040	Samuel A Russell; Erin N Russell	\$7,972	4250 Marion Dr	NORTH RIVERSIDE BL C LT 5
5B2501480020	Lucinda Brown Mills; Michael Mills	\$7,972	4447 Taku Blvd	NORTH RIVERSIDE BL C LT 2
5B2501030100	Eddie E Carte; Christine E Carte	\$7,972	9229 Long Run Dr	LENGTHY ACRES BL 1 LT J
5B2101220110	John E Taylor; Carol D Taylor	\$7,972	3483 Stream Ct	LAKWOOD III BL C LT 10A
5B2101220120	Marc Lofgren; Carolyn Lofgren	\$7,972	3481 Stream Ct	LAKWOOD III BL C LT 10B
5B2501040020	Jessica Marie Coullard; Louis Phillip Coullard	\$7,972	9409 Long Run Dr	LENGTHY ACRES BL 3 LT B
5B2501460012	Gregory A Thomas; Anita A Thomas	\$7,972	4293 Marion Dr	VAN VLEITS LANDING LT 1
5B2501460014	Jeffry L Lind; Ann M Lind	\$7,972	4299 Marion Dr	LINDS OASIS LT 2
5B2101240100	Isaac Benson; Selina Finley	\$7,972	9354 Northland St; 9354 Northland St Unit B	LAKWOOD III BL E LT 10
5B2101240190	Tisha Yates	\$7,972	9353 Turn St	LAKWOOD II BL E LT 19
5B2101240200	Douglas H Ward; Lisa E Ward	\$7,972	9349 Turn St	LAKWOOD II BL E LT 20
5B2101240180	Kayla Renee Vaughn; Jesse De Witt Vaughn	\$7,972	9359 Turn St	LAKWOOD II BL E LT 18
5B2601000010	Erlinda E Agahona	\$7,972	9413 Long Run Dr	LENGTHY ACRES BL 3 LT D

5B2501440010	City and Borough of Juneau Lands and Resources; Lands and Resources	\$7,972		TIM LT 3
5B2101320051	City and Borough of Juneau Lands and Resources; Lands and Resources	\$7,972	3300 Riverside Dr	USS 4598 LT 6 TR A
5B2501410190	City and Borough of Juneau Lands and Resources; Lands and Resources	\$7,972	4000 Riverside Dr	USS 3872 TR D
5B2601010040	City and Borough of Juneau Lands and Resources; Lands and Resources	\$7,972		SMITH PARK IV OPEN SPACE
5B2501430010	City and Borough of Juneau Lands and Resources; Lands and Resources	\$7,972		SMITH PARK VI OPEN SPACE
5B2501430290	City and Borough of Juneau Lands and Resources; Lands and Resources	\$7,972		SMITH PARK VI OPEN SPACE
5B2101210190	City and Borough of Juneau Lands and Resources; Lands and Resources	\$7,972		LAKEWOOD III PUBLIC RIVER ACCE
5B2101190170	City and Borough of Juneau Lands and Resources; Lands and Resources	\$7,972	Rivercourt Way	LAKEWOOD I BL A RIVER ACCESS

Ordinance 2024-40 Exhibit C

The following parcels are subject to an additional assessment under Section 7.

Parcel #	Owners	Proposed <u>Additional</u> Assessment	Street Address	Legal Description
5B2101200060	Brian J Goettler; Kimberly D Goettler	\$50,000	3323 Meander Way	LAKEWOOD I BL B LT 6
5B2101200050	Harvey E Hergett; Pamela K Hergett	\$50,000	3319 Meander Way	LAKEWOOD I BL B LT 5
5B2101200040	Christine R Shaw; Adam J Shaw	\$50,000	3315 Meander Way	LAKEWOOD I BL B LT 4
5B2101200020	Loretta Bessie Neal	\$50,000	9387 Rivercourt Way	LAKEWOOD I BL B LT 2

Presented by: The Manager
Introduced: November 18, 2024
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-01(b)(T)

An Ordinance Appropriating \$2,500,000 to the Municipal Compost Facility Capital Improvement Project; Grant Funding Provided by the United States Environmental Protection Agency.

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 \$2,500,000 for the Municipal Compost Facility Capital Improvement Project (D77-002).

Section 3. Source of Funds

U.S. Environmental Protection Agency \$2,500,000

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

Adopted this _____ day of _____, 2024.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: November 18, 2024
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-01(b)(U)

An Ordinance Appropriating \$125,000 to the Manager for the Parks and Playground Major Maintenance Capital Improvement Project; Grant Funding Provided by the Alaska Department of Natural Resources.

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 \$125,000 for the Parks and Playground Major Maintenance Capital Improvement Project (P41-108).

Section 3. Source of Funds

Alaska Department of Natural Resources \$125,000

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

Adopted this _____ day of _____, 2024.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: November 18, 2024
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-01(b)(V)

An Ordinance Appropriating \$653,520 to the Manager for the Lemon Creek Multimodal Path 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 \$653,520 for the Lemon Creek Multimodal Capital Improvement Project (D12-100).

Section 3. Source of Funds

U.S. Department of Transportation \$653,520

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

Adopted this _____ day of _____, 2024.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Presented: 11/18/2024
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-01(b)(W)

An Ordinance Appropriating up to \$3,000,000 to the Manager for a Loan to Tower Legacy II, LLC for Creekside Apartments; Funding Provided by the Affordable Housing Fund.

WHEREAS, during the 2023 Juneau Affordable Housing Fund solicitation, the City and Borough of Juneau (“CBJ”) received a proposal from a private development group for a construction loan of \$3,000,000 for 60 apartments (48 efficiency and 12 two-bedroom), of which 21 are affordable as described in section (b)(3) of this ordinance to be developed at USS 381, Tract C Fraction, in Juneau, Alaska; and

WHEREAS, the Juneau Affordable Housing Fund Review Committee recommends the Assembly approve a loan of \$3,000,000 to Tower Legacy II, LLC, for the Creekside Apartment Project; and

WHEREAS, CBJ and Tower Legacy II, LLC agree that since a bank loan will be used for the development project that a loan from CBJ must be secured in a manner that places CBJ’s interests after those of the bank, otherwise a bank will not loan on a development project; and

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

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$3,000,000 for a loan to the Creekside apartment project.

Section 3. Source of Funds.

Juneau Affordable Housing Fund \$3,000,000

Section 4. Loan Purpose and Terms. The Manager is authorized to negotiate a loan contract with Tower Legacy II, LLC, with the following essential terms, in addition to other reasonable contractual and financing provisions deemed necessary by the Manager to protect the City and Borough:

(a) Intent. Housing is in high demand. The purpose of this loan is to provide capital in the form of a construction loan, secured by a mortgage lien, to encourage and facilitate the development of 48 efficiency apartments to be developed at USS 381, Tract C FR, in Juneau, Alaska. The 60 units must be constructed as one phase consisting of two separate buildings, one building after the other.

(b) Restrictions. The Manager must include, and the Borrower must agree to, the following restrictions which are necessary to protect the public’s interest with this loan:

- (1) Rentable Apartments.** During the term of this loan, the housing units must remain apartments and available to rent. The apartments may be converted to other forms of housing (i.e. condos) upon complete satisfaction of the CBJ loan.
- (2) Short-Term Rental.** During the term of this loan, no apartment may be used as a short-term rental. The short-term rental restriction expires upon complete satisfaction of the \$3,000,000 CBJ loan.
- (3) Affordability.** A minimum of 18 efficiency units must be rented or available for rent for \$1,150 per month and three, two-bedroom units must be rented or available for \$1,600 per month adjusted for inflation annually for the term of the loan as outlined in the application submitted for the JAHF.

(c) Borrower. The Developer/Borrower is Tower Legacy II, LLC, represented by Paul Simpson, who is a 34.85 % owner of the Limited Liability Company and Tower IV, LLC (owned 100% by Joseph Loconti) who is 65.15% of the Limited Liability Company.

(d) Real Property (“Property”). This appropriation is for a 60-unit development on a portion of the following real property:

USS 381, TR C Fraction, Plat 1984-52, according to Plat 1984-52, Juneau Recording District, First Judicial District, State of Alaska.

(e) Loan Amount. A construction loan of \$3,000,000 shall be made to Tower legacy II, LLC, in a single disbursement.

(f) Payment Term. Tower Legacy II, LLC shall pay CBJ monthly once repayment of the loan commences. Monthly payments shall begin the first business day of the first month that occurs six months after a final certificate of occupancy is obtained from the CBJ Building Official. The loan payments shall be calculated on a 25-year amortization schedule and the full amount of the loan shall be due after 10 years of payments (120 monthly payments).

(g) Interest Rate and Calculation. The loan authorized by the ordinance will be at zero percent (0%) per annum from disbursement and for the first five years of the loan repayment and two percent (2%) per annum for the remaining five years of the loan repayment. After ten years of payments, the loan shall be repaid in full.

(h) Security. Tower Legacy II, LLC must agree and grant authority to the City and Borough of Juneau to secure and record a lien for the full loan amount plus interest, costs, and reasonable attorney’s fees related to or arising from the mortgage contract against the real property and all personal property owned by the Borrower on or near the real property. Tower Legacy II, LLC and the City and Borough may renegotiate the terms of the property which provides security for the loan over the life of the loan, but the security must match or exceed the value of the outstanding loan. Tower Legacy II, LLC must further agree to authorize the City and Borough to secure the loan with liens on any materials purchased with the loaned money; the City and Borough will release the materials liens either upon Tower Legacy II, LLC completing repayment or upon permanently installing the materials onto or into the property.

(i) Subrogation. The Manager may subrogate the CBJ’s interests to those of the commercial banking lender.

(j) Additional Loan Terms. The Manager may add additional terms consistent with the intent of this ordinance.

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

Adopted this day of December 2024.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Presented: 11/18/2024
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-01(b)(X)

An Ordinance Appropriating up to \$1,000,000 to the Manager for a Loan to BroKo Holdings, LLC for 220 Front Street; Funding Provided by the Affordable Housing Fund.

WHEREAS, during the 2024 Juneau Affordable Housing Fund solicitation, the City and Borough of Juneau (“CBJ”) received a proposal from a private development group for a construction loan of \$1,000,000 for 22 apartments (16 one-bedroom and 6 two-bedroom) to be developed at Juneau Townsite BL 3 G LT 2 in Juneau, Alaska; and

WHEREAS, the Juneau Affordable Housing Fund Review Committee recommends the Assembly approve a loan \$1,000,000 to BroKo Holdings, LLC, for the 220 Front Street project; and

WHEREAS, CBJ and BroKo Holdings, LLC agree that since a bank loan will be used for the development project that a loan from CBJ must be secured in a manner that places CBJ’s interests after those of the bank, otherwise a bank will not loan on a development project; and

WHEREAS, given the high demand for housing and the potential benefits for the community if the 220 Front Street project is fully developed, the following appropriation terms and conditions are in the best interest of the community.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$1,000,000 for a loan to the 220 Front Street apartment project.

Section 3. Source of Funds.

Juneau Affordable Housing Fund \$1,000,000

Section 4. Loan Purpose and Terms. The Manager is authorized to negotiate a loan contract with BroKo Holdings, LLC, with the following essential terms, in addition to other reasonable contractual and financing provisions deemed necessary by the Manager to protect the City and Borough:

(a) Intent. Housing is in high demand. The purpose of this loan is to provide capital in the form of a construction loan, secured by a mortgage lien, to encourage and facilitate the development of 16 one-bedroom and 6 two-bedroom apartments to be developed at Juneau Townsite BL 3 G LT 2 & 3 in Juneau, Alaska.

(b) Restrictions. The Manager must include, and the Borrower must agree to, the following restrictions which are necessary to protect the public’s interest with this loan:

- (1) Rentable Apartments.** During the term of this loan, the housing units must remain apartments and available to rent. The apartments may be converted to other forms of housing (i.e. condos) upon complete satisfaction of the CBJ loan.
- (2) Short-term rental.** During the term of this loan, no apartment may be used as a short-term rental. The short-term rental restriction expires upon complete satisfaction of the CBJ loan.
- (3) Affordability.** 20 of the resulting 22 units must be rented or available for rent to people who make 80% or less than the Juneau Area Median Income (\$1,932 or less for a one-bedroom and \$2,174 or less for a two-bedroom per month) adjusted for inflation annually for 30 years.

(c) Borrower. The Developer/Borrower is BroKo Holdings, LLC, entity # 10254978, represented by Zachary Kohan and Adam Brown who are 50% each owner of the Limited Liability Company.

(d) Real Property (“Property”). This appropriation is for a 22-unit development on a portion of the following real property:

Juneau Townsite BL 3 G LT 2 & 3 according to Plat 1914-2,
Juneau Recording District, First Judicial District, State of
Alaska.

(e) Loan Amount. A construction loan of \$1,000,000 shall be made to BroKo Holdings, LLC, in a single disbursement.

(f) Payment Term. BroKo Holdings, LLC shall pay CBJ monthly once repayment of the loan commences. Monthly payments shall begin the first business day of the first month that occurs six months after a final certificate of occupancy is obtained from the CBJ Building Official. The loan payments shall be calculated on a 25-year amortization schedule and the full amount of the loan shall be due after 10 years of payments (120 monthly payments).

(g) Interest Rate and Calculation. The loan authorized by the ordinance will be at zero percent (0%) per annum from disbursement and for the first five years of the loan repayment and two percent (2%) per annum for the remaining five years of the loan repayment. After ten years of payments, the loan shall be repaid in full.

(h) Security. BroKo Holdings, LLC must agree and grant authority to the City and Borough to secure and record a lien for the full loan amount plus interest, costs, and reasonable attorney’s fees related to or arising from the mortgage contract against the real property and all personal property owned by the Borrower on or near the real property. BroKo Holdings, LLC and the City and Borough may renegotiate the terms of the property which provides security for the loan over the life of the loan, but the security must match or exceed the value of the outstanding loan. BroKo Holdings, LLC must further agree to authorize the City and Borough to secure the loan with liens on any materials purchased with the loaned money; the City and Borough will release the materials liens either upon BroKo Holdings, LLC completing repayment or upon permanently installing the materials onto or into the property.

(i) Subrogation. The Manager may subrogate the CBJ’s interests to those of the commercial banking lender.

(j) Additional Loan Terms. The Manager may add additional terms consistent with the intent of this ordinance.

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

Adopted this of December 2024.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by:
Presented:
Drafted by: N. Lynch

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-37

An Ordinance Amending the Uniform Sales Tax Code Related to Definitions, a Temporary Sales Tax Registration, and Deposits by Nonresidents.

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

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

Section 2. Amendment of Section. CBJC 69.05.010 Definitions, is amended to read:
69.05.010 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

...

Digital good means any product delivered electronically whether downloaded, streamed, or subscribed to. A digital good generally takes the form of a license to use or store in a digital or electronic format. Digital goods are generally intangible property for purposes of this chapter.

Donation means any voluntary consideration, whether money, credit, rights, other property, or services provided to an exempt organization, as defined in 69.05.040(11), for which

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2 the provider neither expects nor receives anything more than goods or services of insubstantial
3 value relative to the provided consideration.

4 ...

5 Itinerant business means a person, corporation, or other association engaging in sales,
6 services, or rentals within the City and Borough for no more than fifteen consecutive days who
7 is not a resident of the City and Borough.

8 ...

9
10 Membership fees or dues means the price members pay to be in an association, chamber,
11 nonprofit, or organization. Such payment can be made one time or recurrently, may include a
12 benefit or service, and is reportable.

13 ...

14 Retail sale means any sale of real or tangible personal property or digital goods,
15 including barter, credit, installment and conditional sales, for any purpose other than resale in
16 the regular course of business. ~~The delivery of property in the City and Borough by a seller~~
17 ~~whose principal place of business is outside the City and Borough to a buyer or consumer is a~~
18 ~~retail sale made within the City and Borough if such retailer maintains any office, distribution,~~
19 ~~or sales house, warehouse or any other place of business, or solicits business or receives orders~~
20 ~~through any agent, salesman, or other type of representation within the City and Borough.~~

21
22 **Section 3. Amendment of Chapter.** Chapter 69.05 Uniform Sales Tax, is amended
23 by adding a new section to read:

24 **69.05.075 Filings by itinerant businesses.**

25 A person doing business within the city and borough of Juneau on less than an annual
basis shall file a sales tax return and remit in full the tax shown as due within forty-eight hours

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2 following the expiration of the registration, or prior to leaving the city and borough of Juneau,
3 whichever occurs first. Sales tax not remitted or if the return is not timely filed such tax is
4 delinquent and the penalties prescribed in 69.05.070(b) shall apply.

5 **Section 4. Amendment of Section.** CBJC 69.05.112 Deposit by nonresidents, is
6 repealed and reserved.

7
8 **69.05.112 ~~Deposit by nonresidents~~ Reserved.**

9 ~~(a) A person, corporation or other association that is about to make sales, perform~~
10 ~~services or make rentals shall first register with the manager and shall make the deposit~~
11 ~~required by this section unless the person has been a resident of the City and Borough for six~~
12 ~~months prior to registering or the corporation or association is composed of such residents or~~
13 ~~has been regularly engaged in business within the City and Borough for nine of the 12 months~~
14 ~~preceding registration.~~

15 ~~(b) The deposit required under subsection (a) of this section must be an amount that~~
16 ~~the manager determines is not less than the maximum amount of sales tax that the person,~~
17 ~~corporation or other association is likely to be required to collect during any filing period within~~
18 ~~a year of the date of registration.~~

19 ~~(c) The deposit must be refunded upon written request and a determination by the~~
20 ~~manager that:~~

21 ~~(1) The seller has filed sales tax returns and made full remittance of sales tax~~
22 ~~owing for the preceding year; or~~

23 ~~(2) The seller has filed a statement that the seller has ceased engaging in~~
24 ~~transactions within the City and Borough and has remitted all sales taxes due.~~
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2 ~~The deposit must be refunded within 30 days of the receipt of the refund request unless~~
3 ~~the manager has initiated an audit of the seller or has otherwise questioned a return made~~
4 ~~during the period under consideration.~~

5 ~~(d) The manager may order the withdrawal from the deposit of the seller so much as~~
6 ~~the manager determines is required to make up for any deficiency or late payment of taxes. No~~
7 ~~seller may engage in transactions within the City and Borough after receipt of written notice~~
8 ~~that the manager has withdrawn all or a portion of the seller's deposit for application to a~~
9 ~~delinquent or insufficient payment of sales taxes. Upon the deposit with the City and Borough~~
10 ~~of funds restoring the deposit to its original amount or such higher amount as the manager~~
11 ~~determines is appropriate in light of the actual sales experience of the seller, the seller may~~
12 ~~again engage in transactions. A seller may not deduct the deposit amount from the seller's last~~
13 ~~or any other sales tax return.~~

15 **Section 5. Amendment of Section.** CBJC 69.05.170 Registration, is amended to
16 read:

17 **69.05.170 Registration.**

18 A person, firm, copartnership, corporation, itinerant business, or other business entity,
19 including a transportation network company driver, shall register with the manager before
20 making retail sales, rendering services, or making rentals within the City and Borough. A
21 transportation network company that collects and remits sales tax on behalf of a transportation
22 network company driver shall notify such transportation network company driver of the
23 registration requirement under this section. Nothing in this section shall be construed to
24 require a transportation network company to register with the manager.
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Section 6. Effective Date. This ordinance shall be effective 30 days after its adoption.

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Adopted this _____ day of _____, 2024.

Attest:

Beth A. Weldon, Mayor

Elizabeth J. McEwen, Municipal Clerk

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Presented by:
Presented:
Drafted by: N. Lynch

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-36

An Ordinance Amending the Uniform Alaska Remote Sellers Sales Tax Code.

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 69.06 Uniform Alaska Remote Seller Sales Tax, is amended to read:

69.06.010 Interpretation.

- (a) In order to prevent evasion of the sales taxes and to aid in its administration, it is presumed that all sales and services by a person or entity engaging in business are subject to the sales tax.
- (b) The application of the tax to be collected under this chapter shall be broadly construed and shall favor inclusion rather than exclusion.
- (c) Exemptions from the tax to be collected under this chapter shall be narrowly construed against the claimant and allowed only when such exemption clearly falls within an exemption in the member jurisdiction’s code.
- (d) The scope of this chapter shall apply to remote sellers or marketplace facilitators, delivering products or services into member municipalities adopting this Code, within the State of Alaska.

69.06.020 Title to collected sales tax.

Upon collection by the remote seller or marketplace facilitator, title to collected sales tax vests in the commission for remittance to the member jurisdiction. The remote seller or marketplace facilitator remits collected sales tax to the commission on behalf of the taxing

jurisdiction, from whom that power is delegated, in trust for the member jurisdiction and is accountable to the commission and member jurisdiction.

69.06.030 Collection; rate.

- (a) To the fullest extent permitted by law, the sales tax levied and assessed by the member jurisdiction shall be collected on all remote sales where delivery is made within the member jurisdiction, within the state of Alaska.
- (b) The applicable tax shall be added to the sales price as provided in the member jurisdiction’s sales tax code, based on point of delivery, and based on the date the property or product was sold or the date the service rendered was received.
- ~~(c)~~ ~~The tax rate added to the sale price shall be the tax rate for the member jurisdiction(s) where the property or product is sold or service that was rendered is received, and based on the date the property or product was sold or the date the service rendered was received.~~
- ~~(d)~~(c) An address and tax rate database will be made available to remote sellers and marketplace facilitators, indicating the appropriate tax rate to be applied.
- ~~(e)~~(d) The tax assessed shall be consistent with relevant jurisdictional tax caps, single unit sales, and exemptions.
- ~~(f)~~(e) When a sale is made on an installment basis, the applicable sales tax shall be collected at each payment, calculated at the sales tax rate in effect, and with the cap applied, at the time of the original sale or the date the service is rendered, based on the member jurisdictions’ code(s).
- ~~(g)~~(f) When a sales transaction involves placement of a single order with multiple deliveries made at different points in time that are separately invoiced, the applicable sales tax shall be collected on each separately invoiced delivery, calculated at the sales tax rate in effect, and with the cap applied, at the time of the original sale or the date the service is rendered.
- (g) The sales tax levied and assessed by the member jurisdiction may be included in the sales price on taxable sales where buyer and seller convenience would be substantially enhanced, provided the seller clearly communicates to the buyer that sales tax is being imposed.

69.06.040 Obligation to collect tax; threshold criteria.

- (a) Any remote seller or marketplace facilitator must collect and remit sales tax in compliance with all applicable procedures and requirements of law, provided the remote seller or marketplace facilitator has met ~~one of~~ the following threshold criteria (“threshold criteria”) in the current or previous calendar year:

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~~(1) The remote seller’s statewide gross sales, including the seller’s marketplace facilitator’s statewide gross sales, from the sale(s) of property, products or services delivered into the state meets or exceeds \$100,000.00; or~~

~~(2) The remote seller, including the seller’s marketplace facilitator, sold property, products, or services delivered into the state in 200 or more separate transactions.~~

(b) For purposes of determining whether the threshold criteria are met, remote sellers or marketplace facilitators shall include all gross sales, from all sales of goods, property, products, or services rendered within the state of Alaska.

(c) The following marketplace facilitators are excluded from the obligation to collect tax outlined in this section:

(1) Delivery network companies that deliver tangible personal property on behalf of a marketplace seller that is engaged in business in a member jurisdiction.

(2) Marketplaces facilitating the rental of transient lodging accommodations in hotels, commercial transient lodging facilities, homes, apartments, cabins, or other residential dwelling units, and

(3) Marketplaces that facilitate or perform travel agency services.

69.06.050 Reporting and remittance requirements for local and remote sales.

(a) Sellers with a physical presence in a member jurisdiction conducting only local sales shall report and remit to, and comply with standards of, including audit authority, the member jurisdiction.

(b) Sellers with a physical presence in a member jurisdiction that also have remote or internet-based sales where the point of delivery is in a different member jurisdiction shall:

(1) Report and remit the remote or internet sales to the commission; and

(2) Report and remit the local sales to the member jurisdiction.

(c) Sellers with a physical presence in a member jurisdiction that also have remote or internet-based sales where the point of delivery is in the same member jurisdiction shall report and remit those remote sales to the member jurisdiction.

(d) Sellers and marketplace facilitators that do not have a physical presence in a member jurisdiction must report and remit to the commission all remote sales

where the point of delivery is in a member jurisdiction.

(e) A marketplace facilitator is considered the remote seller for each sale facilitated through its marketplace and shall collect, report, and remit sales tax to the commission. ~~A marketplace facilitator is not considered to be the remote seller for each sale or rental of lodging facilitated through its marketplace, wherein the seller is considered to have a physical presence in the member jurisdiction.~~

(f) The following marketplace facilitators shall report and remit to, and comply with standards of, including audit authority, the member jurisdiction:

(1) Delivery network companies that deliver tangible personal property on behalf of a marketplace seller that is engaged in business in a member jurisdiction,

(2) Marketplaces facilitating the rental of transient lodging accommodations in hotels, commercial transient lodging facility, homes, apartments, cabins or other residential dwelling units, and

(3) Marketplaces that facilitate or perform travel agency services.

69.06.060 Bundled transactions.

(a) If the sales price of a bundled transaction is attributable to products or services that are taxable and products or services that are nontaxable, the portion of the sales price attributable to the nontaxable products may be subject to tax unless the seller can identify the nontaxable portion by reasonable and verifiable standards using its books or records that are kept in the regular course of business for other purposes, including, but not limited to, non-tax purposes.

(b) A bundled transaction as defined in CBJ 69.06.270 does not qualify for exemption under a member jurisdiction’s single item cap or single service cap exemption.

(1) A seller may separate the respective portions of a bundle for purposes of applying a member jurisdiction’s single item or single service tax cap to each respective portion.

(2) The seller should identify the sales price attributed to each portion by reasonable and verifiable standards using its books or records that are kept in the regular course of business for other purposes, including, but not limited to, non-tax purposes.

69.06.0760 No retroactive application.

The obligations to collect and remit sales tax required by this chapter are applicable at the effective date of the member jurisdiction’s ordinance adopting the Alaska Remote Seller Sales Tax Code.

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3 **69.06.0870 Payment and collection.**

4 Pursuant to this chapter, taxes imposed shall be due and paid by the buyer to the remote
5 seller or marketplace facilitator at the time of the sale of property or product or date service is
6 rendered, or with respect to credit transactions, at the time of collection. It shall be the duty of
7 each remote seller or marketplace facilitator to collect the taxes from the buyer and to hold
8 those taxes in trust for the taxing authority of the member jurisdiction. Failure by the remote
9 seller or marketplace facilitator to collect the tax shall not affect the remote seller's, or
10 marketplace facilitator's, responsibility for payment to the commission.

11 **69.06.0980 Remote seller and marketplace facilitator registration requirement.**

- 12 (a) If a remote seller's gross statewide sales meets or exceeds the threshold criteria
13 under CBJ 69.06.040, the remote seller shall register with the commission. If the
14 remote seller is a marketplace seller and only makes sales in Alaska through a
15 marketplace, the marketplace seller is not required to register with the commission.
16 The marketplace seller must submit an affidavit attesting to these facts on a form
17 provided by the commission.
- 18 (b) If a marketplace facilitator's gross statewide sales meets or exceeds the threshold
19 criteria under CBJ 69.06.040, the marketplace facilitator shall register with the
20 commission. This requirement does not apply to the following marketplace
21 facilitators:
 - 22 (1) Delivery network companies that deliver tangible personal property on
23 behalf of a marketplace seller that is engaged in business in a member
24 jurisdiction.
 - 25 (2) Marketplaces facilitating the rental of transient lodging accommodations in
hotels, commercial transient lodging facility, homes, apartments, cabins or
other residential dwelling units, and
 - (3) Marketplaces that facilitate or perform travel agency services.
- (c) A remote seller or marketplace facilitator meeting the threshold criteria shall apply
for a certificate of sales tax registration within 30 calendar days of the effective date
of this chapter or within 30 calendar days of meeting the threshold criteria,
whichever occurs second. Registration shall be to the commission on forms
prescribed by the commission.
- (d) An extension may be applied for and granted based on criteria established by the
commission, based on evidence produced to describe time necessary to update
software or other technical needs, not to exceed 90 days.
- (e) Upon receipt of a properly executed application, the commission shall confirm

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2 registration, stating the legal name of the remote seller or marketplace facilitator,
3 the primary address, and the primary sales tax contact name and corresponding
4 title. The failure of the commission to confirm registration does not relieve the
remote seller or marketplace facilitator of its duty to collect and remit sales tax.

- 5 (f) Each business entity shall have a sales tax registration under the advertised name.
- 6 (g) The sales tax certificate is non-assignable and non-transferable.
- 7 (h) The sales tax certificate satisfies a member jurisdiction’s requirement to obtain a
8 municipal business license, provided the remote seller does not have a physical
presence in that member jurisdiction.

9 **69.06.090100 Tax filing schedule.**

- 10 (a) All remote sellers or marketplace facilitators subject to this chapter shall file a
11 return on a form or in a format prescribed by the commission and shall pay the tax
12 due.
- 13 (b) Filing of sales tax returns are due monthly; quarterly or less frequent filing is
14 optional upon application and approval by the commission, consistent with the code
of the member jurisdiction.
- 15 (c) A remote seller or marketplace facilitator who has filed a sales tax return will be
16 presumed to be making sales in successive periods unless the remote seller or
marketplace facilitator files a return showing a termination or sale of the business
17 in accordance with this chapter.
- 18 (d) The completed and executed return, together with the remittance in full for the tax
19 due, shall be transmitted to and must be received by the commission on or before
midnight Alaska Standard Time on the due date. Monthly returns are due the last
20 day of the immediate subsequent month. Quarterly returns are due as follows:
 - 21 Quarter 1 (January – March): April 30.
 - 22 Quarter 2 (April – June): July 31.
 - Quarter 3 (July – September): October 31.
 - Quarter 4 (October – December): January 31.
- 23 ~~(e) If the last day of the month following the end of the filing period falls on a
24 Saturday, Sunday, federal holiday, or Alaska state holiday, the due date will be
extended until the next business day immediately following.~~
- 25 (e)(f) Any remote seller or marketplace facilitator holding a remote seller registration
shall file a sales tax return even though no tax may be due. This return shall show
why no tax is due. If the remote seller or marketplace facilitator intends to continue
doing business a return shall be filed reflecting no sales and a confirmation of the

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2 intent to continue doing business and shall continue to do so each filing period until
3 the entity ceases doing business or sells the business. If the remote seller or
4 marketplace facilitator intends to cease doing business, a final return shall be filed
along with a statement of business closure.

5 ~~(f)~~(g) The remote seller or marketplace facilitator shall prepare the return and remit
6 sales tax to the commission on the same basis, cash or accrual, which the remote
7 seller or marketplace facilitator uses in preparing its federal income tax return. The
8 remote seller or marketplace facilitator shall sign the return, and transmit the
return, with the amount of sales tax and any applicable penalty, interest, or fees
that it shows to be due, to the commission.

9 ~~(g)~~(h) Remote sellers and marketplace facilitators failing to comply with the provisions of
10 this chapter shall, if required by the commission and if quarterly filing has been
11 chosen, file and transmit collected sales taxes more frequently until such time as
12 they have demonstrated to the commission that they are or will be able to comply
with the provisions of this chapter. Six consecutive on-time sales tax filings, with
full remittance of the sales taxes collected, shall establish the presumption of
compliance and return to quarterly filing.

13 ~~(h)~~(i) The preparer of the sales tax return shall keep and maintain all documentation
14 supporting any and all claims of exempted sales and purchases. Documentation for
15 exempted sales should include the number of the exemption authorization card
16 presented by the buyer at the time of the purchase, the date of the purchase, the
17 name of the person making the purchase, the organization making the purchase,
18 the total amount of the purchase, and the amount of sales tax exempted. This
documentation shall be made available to the commission upon request. Failure to
provide such documentation may invalidate that portion of the claim of exemption
for which no documentation is provided.

19 **69.06.1100 Estimated tax.**

20 (a) In the event the commission is unable to ascertain the tax due from a remote seller
21 or marketplace facilitator by reason of the failure of the remote seller or
22 marketplace facilitator to keep accurate books, allow inspection, or file a return, or
by reason of the remote seller or marketplace facilitator filing a false or inaccurate
return, the commission may make an estimate of the tax due based on any evidence
in their possession.

23 (b) Sales taxes may also be estimated, based on any information available, whenever
24 the commission has reasonable cause to believe that any information on a sales tax
return is not accurate.

25 (c) A remote seller's or marketplace facilitator's tax liability under this chapter may be
determined and assessed for a period of three years after the date the return was
filed or due to be filed with the commission. No civil action for the collection of such

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2 tax may be commenced after the expiration of the three-year period except an
3 action for taxes, penalties, and interest due from those filing periods that are the
4 subject of a written demand or assessment made within the three-year period,
5 unless the remote seller or marketplace facilitator waives the protection of this
6 section.

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8 (d) The commission shall notify the remote seller or marketplace facilitator, in writing,
9 that the commission has estimated the amount of sales tax that is due from the
10 remote seller or marketplace facilitator. The commission shall serve the notice on
11 the remote seller or marketplace facilitator by delivering the notice to the remote
12 seller's or marketplace facilitator's place of business, or by mailing the notice by
13 certified mail, return receipt requested, to the remote seller's or marketplace
14 facilitator's last known mailing address. A remote seller or marketplace facilitator
15 who refuses the certified mail will be considered to have accepted the certified mail
16 for purposes of service.

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18 (e) The commission's estimate of the amount of sales tax that is due from a remote
19 seller or marketplace facilitator shall become a final determination of the amount
20 that is due unless the remote seller or marketplace facilitator, within 30 calendar
21 days after service of notice of the estimated tax:

22 (1) Files a complete and accurate sales tax return for the delinquent periods
23 supported by satisfactory records and accompanied by a full remittance of all
24 taxes, interest, penalties, costs, and other charges due; or

25 (2) Files a written notice with the commission appealing the estimated tax
amount in accordance with the appeal procedures under the provisions of
CBJ 69.06.160.

(3) Arguments or reasons for failure to timely file a return and remit taxes
collected shall not be considered a valid basis or grounds for granting an
appeal. The basis and grounds for granting an appeal of an assessment are:

(A) The identity of the remote seller or marketplace facilitator is in error;

(B) The amount of the debt is erroneous due to a clerical error (and the
nature and extent of the error is specified in the request for appeal);
or

(C) The remote seller or marketplace facilitator disputes the denial of
exemption(s) for certain sales.

(f) The amount of sales tax finally determined to be due under this section shall bear
interest and penalty from the date that the sales tax originally was due, plus an
additional civil penalty of \$50-00 for each calendar month or partial month for
which the amount of sales tax that is due has been determined.

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3 **69.06.1210 Returns; filing contents.**

4 (a) Every remote seller or marketplace facilitator required by this chapter to collect
5 sales tax shall file with the commission upon forms furnished by the commission a
6 return setting forth the following information:

- 7 (1) Gross sales ~~rounded to the nearest dollar~~;
- 8 (2) The nontaxable portions separately stating the amount of sales revenue
9 attributable to each class of exemption ~~rounded to the nearest dollar~~;
- 10 (3) Computation of taxes to be remitted;
- 11 (4) Calculated discount (if applicable) based on member jurisdiction’s code; and
- 12 (5) Such other information as may be required by the commission.

13 (b) Each tax return remitted by a remote seller or marketplace facilitator shall be
14 signed (digital or otherwise) by a responsible individual who shall attest to the
15 completeness and accuracy of the information on the tax return.

16 (c) The commission reserves the right to reject a filed return for failure to comply with
17 the requirements of this Code for up to three months from the date of filing. The
18 commission shall give written notice to a remote seller or marketplace facilitator
19 that a return has been rejected, including the reason for the rejection.

20 **69.06.1320 Refunds.**

21 (a) Upon request from a buyer or remote seller or marketplace facilitator, the
22 commission shall provide a determination of correct tax rate and amount applicable
23 to the transaction. In the case of an overpayment of taxes, the remote seller or
24 marketplace facilitator shall process the refund and amend any returns accordingly.

25 (b) A claim for a refund of sales taxes collected in error shall be denied unless:

- 26 (1) The claimant files a claim for refund with the Commission within one year
27 of the date of sale, on the form prescribed by the Commission; and
- 28 (2) If the claimant is a remote seller or marketplace facilitator, and the tax
29 refund is owed to any buyer, the remote seller or marketplace facilitator
30 submits, and the commission approves, a refund plan to all affected buyers.

31 (c) Interest will not be paid on tax refund requests filed with the commission.

~~(d) The member jurisdictions may allow a buyer to request a refund directly from the member jurisdiction.~~

69.06.1430 Amended returns.

- (a) A remote seller or marketplace facilitator may file an amended sales tax return, with supporting documentation, and the commission may accept the amended return, but only in the following circumstances:
 - (1) The amended return is filed within one year of the original due date for the return for amended returns reducing the originally reported tax due; and
 - (2) The remote seller or marketplace facilitator provides a written justification for requesting approval of the amended return; and
 - (3) The remote seller or marketplace facilitator agrees to submit to an audit upon request of the commission.
 - (4) An amended return that increases the tax due from the amount originally reported can be submitted by a remote seller or marketplace facilitator at any time.
- (b) The commission shall notify the remote seller or marketplace facilitator in writing (by email or otherwise) whether the commission accepts or rejects an amended return, including the reasons for any rejection.
- (c) The commission may adjust a return for a remote seller or marketplace facilitator if, after investigation, the commission determines the figure included in the original returns are incorrect; and the commission adjusts the return within three years of the original due date for the return.
- (d) A remote seller or marketplace facilitator may file a supplemental sales tax return, with supporting documentation, and the commission may accept the supplemental return, but only in the following circumstances:
 - (1) The remote seller or marketplace facilitator provides a written justification for requesting approval of the supplemental return; and
 - (2) The remote seller or marketplace facilitator agrees to submit to an audit upon request of the commission.

69.06.1540 Extension of time to file tax return.

Upon written application of a remote seller or marketplace facilitator, stating the reasons therefor, the commission may extend the time to file a sales tax return but only if the commission finds each of the following:

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- (1) For reasons beyond the remote seller’s or marketplace facilitator’s control, the remote seller or marketplace facilitator has been unable to maintain in a current condition the books and records that contain the information required to complete the return;
- (2) Such extension is a dire necessity for bookkeeping reasons and would avert undue hardship upon the remote seller or marketplace facilitator;
- (3) The remote seller or marketplace facilitator has a plan to cure the problem that caused the remote seller or marketplace facilitator to apply for an extension and the remote seller or marketplace facilitator agrees to proceed with diligence to cure the problem;
- (4) At the time of the application, the remote seller or marketplace facilitator is not delinquent in filing any other sales tax return, in remitting sales tax to the commission or otherwise in violation of this chapter;
- (5) No such extension shall be made retroactively to cover existing delinquencies.

69.06.1650 Audits.

- (a) Any remote seller or marketplace facilitator who has registered with the commission, who is required to collect and remit sales tax, or who is required to submit a sales tax return is subject to a discretionary sales tax audit at any time. The purpose of such an audit is to examine the business records of the remote seller or marketplace facilitator in order to determine whether appropriate amounts of sales tax revenue have been collected by the remote seller or marketplace facilitator and remitted to the commission.
- (b) The commission is not bound to accept a sales tax return as correct. The commission may make an independent investigation of all retail sales or transactions conducted within the State or member jurisdiction.
- (c) The records that a remote seller or marketplace facilitator is required to maintain under this chapter shall be subject to inspection and copying by authorized employees or agents of the commission for the purpose of auditing any return filed under this chapter, or to determine the remote seller’s or marketplace facilitator’s liability for sales tax where no return has been filed.
- (d) In addition to the information required on returns, the commission may request, and the remote seller or marketplace facilitator must furnish, any reasonable information deemed necessary for a correct computation of the tax.

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(e) The commission may adjust a return for a remote seller or marketplace facilitator if, after investigation or audit, the commission determines that the figures included in the original return are incorrect, and that additional sales taxes are due; and the commission adjusts the return within three of the original due date for the return.

(f) If after investigation or audit, the commission determines that he remote seller or marketplace facilitator over-collected sales taxes, the remote seller or marketplace facilitator may request a refund with the submission of a detailed refund plan outlining the process by which the impacted customer will be refunded; the refund plan must be approved by the commission before the refund will be issued to the remote seller or marketplace facilitator.

(g)(f) For the purpose of ascertaining the correctness of a return or the amount of taxes owed when a return has not been filed, the commission may conduct investigations, hearings, and audits, and may examine any relevant books, papers, statements, memoranda, records, accounts, or other writings of any remote seller or marketplace facilitator at any reasonable hour on the premises of the remote seller or marketplace facilitator, and may require the attendance of any officer or employee of the remote seller or marketplace facilitator. Upon written demand by the commission, the remote seller or marketplace facilitator shall present for examination, in the office of the commission, such books, papers, statements, memoranda, records, accounts, and other written material as may be set out in the demand unless the commission and the person upon whom the demand is made agree to presentation of such materials at a different place.

(h)(g) The commission may issue subpoenas to compel attendance or to require production of relevant books, papers, records, or memoranda. If any remote seller or marketplace facilitator refuses to obey any such subpoena, the commissioner may refer the matter to the commission’s attorney for an application to the superior court for an order requiring the remote seller or marketplace facilitator to comply there with.

(i)(h) Any remote seller, marketplace facilitator, or person engaged in business who is unable or unwilling to submit their records to the commission shall be required to pay the commission for all necessary expenses incurred for the examination and inspection of their records maintained outside the commission.

(j)(i) After the completion of a sales tax audit, the results of the audit will be sent to the business owner’s address of record.

(k)(j) In the event the commission, upon completion of an audit, discovers more than \$500.00 in additional sales tax due from a remote seller or marketplace facilitator resulting from a remote seller’s or marketplace facilitator’s failure to accurately report sales and taxes due thereupon, the remote seller or marketplace facilitator shall bear responsibility for the full cost of the audit. The audit fee assessment will be in addition to interest and penalties applicable to amounts deemed to be

delinquent by the commission at the time of the conclusion of the audit.

69.06.1760 ~~Audit or estimated tax protest~~ Protests.

- (a) If the remote seller or marketplace facilitator wishes to dispute a finding of the commission involving taxable sales, sales taxes, or penalties and interest the amount of the estimate, or the results of an examination or audit, the remote seller or marketplace facilitator must file a written protest with the commission protest review committee, within 30 calendar days of the date of the written notice of the commission's findings-estimated tax or results of an audit or examination. The protest must set forth:
 - (1) The remote seller's or marketplace facilitator's justification for reducing or increasing the taxes, penalties, or interest due from the commission's findings-estimated tax amount, including any missing sales tax returns for the periods estimated; or
 - (2) The remote seller's or marketplace facilitator's reasons for challenging the commission's findings-examination or audit results.
- (b) In processing the protest, the commission protest review committee may hold an informal meeting or hearing with the remote seller or marketplace facilitator, either on its own or upon request of the remote seller or marketplace facilitator, and may also require that the remote seller or marketplace facilitator submit to an audit, if one was not previously conducted or a more formal audit, if an estimation audit was previously performed.
- (c) The commission-protest review committee shall make a final written determination on the remote seller's or marketplace facilitator's protest and mail a copy of the determination to the remote seller or marketplace facilitator.
- (d) If a written protest is not filed within 30 days of the date of the written notice of estimated tax or the result of a review, audit, or examination-the commission's findings, then the estimated tax, review, audit, or examination result findings shall be final, due and payable to the commission.

69.06.1870 ~~Penalties and interest for late filing.~~

- (a) A late filing fee of ~~\$25-00~~ per month, or fraction thereof, shall be added to all late-filed sales tax reports, until a total of ~~\$100-00~~ has been reached. An incomplete return shall be treated as the filing of no return.
- (b) Delinquent sales tax bear interest at the rate of 15 percent per annum until paid.
- (c) In addition, delinquent sales tax shall be subject to an additional penalty of five percent per month, or fraction thereof, until a total of 20 percent of delinquent tax

has been reached. The penalty does not bear interest.

(d) Penalties and interest shall be assessed and collected in the same manner as the tax is assessed and collected, and applied first to penalties and interest, second to past due sales tax.

(e) The filing of an incomplete return, or the failure to remit all tax, shall be treated as the filing of no return.

(f) A penalty assessed under this section for the delinquent remittance of sales tax or failure to file a sales tax return may be waived by the commission, upon written application of the remote seller or marketplace facilitator accompanied by a payment of all delinquent sales tax, interest, and penalty otherwise owed by the remote seller or marketplace facilitator, within 45 calendar days after the date of delinquency. A remote seller or marketplace facilitator may not be granted more than one waiver of penalty under this subsection in any one calendar year, in accordance with the commission’s penalty waiver policy. The commission shall report such waivers of penalty to the member jurisdiction, in writing.

69.06.1980 Remote reseller certificate of exemption.

(a) A remote seller with no physical presence in a member jurisdiction purchasing goods or services for the express purpose of resale to buyer(s) located in that member jurisdiction shall apply for a resale certificate through the commission.

(b) The Remote Reseller Certificate of Exemption will expire at the end of the calendar year it is issued.

69.06.19200 Repayment plans.

(a) The commission may agree to enter into a repayment plan with a delinquent remote seller or marketplace facilitator. No repayment plan shall be valid unless agreed to by both parties in writing.

(b) A remote seller or marketplace facilitator shall not be eligible to enter into a repayment plan with the commission if the remote seller or marketplace facilitator has defaulted on a repayment plan in the previous two calendar years.

(c) The repayment plan shall include a secured promissory note that substantially complies with the following terms:

(1) The remote seller or marketplace facilitator agrees to pay a minimum of 10 ~~ten~~ percent down payment on the tax, interest, and penalty amount due. The down payment shall be applied first to penalty, then to accumulated interest, and then to the tax owed.

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(2) The remote seller or marketplace facilitator agrees to pay the balance of the tax, penalty and interest owed in monthly installments over a period not to exceed two years.

(3) Interest at a rate of 15 percent per annum shall accrue on the principal sum due. Interest shall not apply to penalties owed or to interest accrued at the time the repayment plan is executed or accruing during the term of the repayment plan.

(4) If the remote seller or marketplace facilitator is a corporation or a limited liability entity the remote seller or marketplace facilitator agrees to provide a personal guarantee of the obligations under the repayment plan.

(5) The remote seller or marketplace facilitator agrees to pay all future tax bills in accordance with the provisions of this chapter.

(6) The remote seller or marketplace facilitator agrees to provide a security interest in the form of a sales tax lien for the entire unpaid balance of the promissory note to be recorded by the commission at the time the repayment plan is signed. The remote seller or marketplace facilitator shall be responsible for the cost of recording the tax lien.

(d) If a remote seller or marketplace facilitator fails to pay two or more payments in accordance with the terms of the repayment plan agreement, the remote seller or marketplace facilitator shall be in default and the entire amount owed at the time of default shall become immediately due. The commission will send the remote seller or marketplace facilitator a notice of default. The commission may immediately foreclose on the sales tax lien or take any other remedy available under the law.

69.06.2100 Remote seller or marketplace facilitator record retention.

Remote sellers or marketplace facilitators shall keep and preserve suitable records of all sales made and such other books or accounts as may be necessary to determine the amount of tax that the remote seller or marketplace facilitator is obliged to collect. Remote sellers or marketplace facilitators shall preserve suitable records of sales for a period of three years from the date of the return reporting such sales, and shall preserve for a period of three years all documentation supporting exempted sales of goods or services, and all such other books, invoices, and records as may be necessary to accurately determine the amount of taxes which the remote seller or marketplace facilitator was obliged to collect under this chapter.

69.06.2210 Cessation or transfer of business.

(a) A remote seller or marketplace facilitator who sells, leases, conveys, forfeits, assigns, gifts, or otherwise transfers (collectively, a “transfer”) the majority of their

business interest, including to a creditor or secured party, shall make a final sales tax return within 30 days after the date of such conveyance.

- (b) At least ~~ten~~ 10 business days before any such transfer is completed, the remote seller or marketplace facilitator shall send to the commission, by approved communication (email confirmation, certified first-class mail, postage prepaid) a notice that the remote seller’s or marketplace facilitator’s interest is to be conveyed and shall include the name, address, and telephone number of the person or entity to whom the interest is to be conveyed.
- (c) Upon notice of transfer and disclosure of buyer, the commission shall be authorized to disclose the status of the remote seller’s or marketplace facilitator’s sales tax account to the named buyer or assignee.
- (d) Upon receipt of notice of a transfer, the commission shall send the transferee a copy of the Uniform Alaska Remote Seller Sales Tax Code with this section highlighted.
- (e) Neither the commission’s failure to give the notice nor the transferee’s failure to receive the notice shall relieve the transferee of any obligations under this section.
- (f) Following receipt of the notice, the commission shall have 60 days in which to perform a final sales tax audit and assess sales tax liability against the remote seller or marketplace facilitator. If the notice is not mailed at least ~~ten~~ 10 business days before the transfer is completed, the commission shall have 12 months from the date of the completion of the transfer or the commission’s knowledge of the completion of the transfer within which to begin a final sales tax audit and assess sales tax liability against the remote seller or marketplace facilitator. The commission may also initiate an estimated assessment if the requirements for such an assessment exist.
- (g) A person acquiring any interest of a remote seller or marketplace facilitator in a business required to collect the tax under this chapter assumes the liability of the remote seller or marketplace facilitator for all taxes due the commission, whether current or delinquent, whether known to the commission or discovered later, and for all interest, penalties, costs, and charges on such taxes.
- (h) Before the effective date of the transfer, the transferee of a business shall obtain from the commission an estimate of the delinquent sales tax, penalty, and interest, if any, owed by the remote seller or marketplace facilitator as of the date of the transfer, and shall withhold that amount from the consideration payable for the transfer, until the remote seller or marketplace facilitator has produced a receipt from the commission showing that all tax obligations imposed by this chapter have been paid. A transferee that fails to withhold the amount required under this subsection shall be liable to the commission and taxing jurisdiction for the lesser of the amount of delinquent sales tax, penalty, and interest due from the remote seller or marketplace facilitator as of the date of transfer, and the amount that the

transferee was required to withhold.

(i) In this section, the term “transfer” includes the following:

- (1) A change in voting control, or in more than 50 percent of the ownership interest in a remote seller or marketplace facilitator that is a corporation, limited liability company, or partnership; or
- (2) A sale of all or substantially all the assets used in the business of the remote seller or marketplace facilitator; or
- (3) The initiation of a lease, management agreement, or other arrangement under which another person becomes entitled to the remote seller’s or marketplace facilitator’s gross receipts from sales, rentals, or services.

(j) Subsection (h) of this section shall not apply to any person who acquires their ownership interest in the ongoing business as a result of the foreclosure of a lien that has priority over the commission’s sales tax lien.

(k) Upon termination, dissolution, or abandonment of a business entity, any officer having control or supervision of sales tax funds collected, or who is charged with responsibility for the filing of returns or the payment of sales tax funds collected, shall be personally liable for any unpaid taxes, interest, administrative costs, and penalties on those taxes if such person willfully fails to pay or cause to be paid any taxes due from the entity. In addition, regardless of willfulness, each director, member, or general partner of the entity shall be jointly and severally liable for unpaid amounts. The person shall be liable only for taxes collected which became due during the period he or she had the control, supervision, responsibility, or duty to act for the entity. This section does not relieve the entity of other tax liabilities or otherwise impair other tax collection remedies afforded by law.

(l) A remote seller or marketplace facilitator who terminates the business without the benefit of a purchaser, successor, or assign shall make a final tax return and settlement of tax obligations within 30 days after such termination. If a final return and settlement are not received within 30 days of the termination, the remote seller or marketplace facilitator shall pay a penalty of \$100.00, plus an additional penalty of \$25.00 for each additional thirty-day period, or part of such a period, during which the final return and settlement have not been made, for a maximum of six additional periods.

69.06.2320 Use of information on tax returns.

(a) Except as otherwise provided in this chapter, all returns, reports, and information required to be filed with the commission under this chapter, and all information contained therein, shall be kept confidential and shall be subject to inspection only by:

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- (1) Employees and agents of the commission and member jurisdiction whose job responsibilities are directly related to such returns, reports, and information;
- (2) The person supplying such returns, reports, and information; and
- (3) Persons authorized in writing by the person supplying such returns, reports, and information.

(b) The commission will release information described in subsection (a) of this section pursuant to subpoena, order of a court or administrative agency of competent jurisdiction, and where otherwise required by law to do so.

(c) Notwithstanding subsection (a) of this section, the following information is available for public inspection:

- (1) The name and address of sellers and marketplace facilitators;
- (2) Whether a business is registered to collect taxes under this chapter;
- (3) The name and address of businesses that are 60 days or more delinquent in filing returns or in remitting sales tax, or both filing returns and remitting sales tax, and if so delinquent, the amount of estimated sales tax due and the number of returns not filed.

(d) The commission may provide the public statistical information related to sales tax collections, provided that no information identifiable to a particular remote seller or marketplace facilitator is disclosed.

(e) Nothing contained in this section shall be construed to prohibit the delivery to a person, or their duly authorized representative, of a copy of any return or report filed by them, nor to prohibit the publication of statistics so classified as to prevent the identification of particular buyers, remote sellers, or marketplace facilitators, nor to prohibit the furnishing of information on a reciprocal basis to other agencies or political subdivisions of the state or the United States concerned with the enforcement of tax laws.

(f) Nothing contained in this section shall be construed to prohibit the disclosure through enforcement action proceedings or by public inspection or publication of the name, estimated balance due, and current status of payments, and filings of any remote seller or marketplace facilitator or agent of any remote seller or marketplace facilitator required to collect sales taxes or file returns under this chapter, who fails to file any return and/or remit in full all sales taxes due within 30 days after the required date for that business. Entry into any agreement whether pursuant to the provisions of this chapter or otherwise shall not act as any prohibition to disclosure of the records of that remote seller or marketplace facilitator as otherwise provided

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2 in this chapter.

- 3 (g) A prospective lessee or purchaser of any business or business interest may inquire
- 4 as to the obligation or tax status of any business upon presenting to the commission
- 5 a release of tax information request signed by the authorized agent of the business.
- 6 (h) Except as otherwise provided herein, all returns referred to in this chapter, and all
- 7 data taken therefrom, shall be kept secure from public inspection, and from all
- 8 private inspection.

9 **69.06.2430 Violations.**

- 10 (a) A remote seller or marketplace facilitator that fails to file a sales tax return or
- 11 remit sales tax when due, in addition to any other liability imposed by this chapter,
- 12 shall pay to the commission all costs incurred by the commission to determine the
- 13 amount of the remote seller’s or marketplace facilitator’s liability or to collect the
- 14 sales tax, including, without limitation, reviewing and auditing the remote seller’s
- 15 or marketplace facilitator’s business records, collection agency fees, and actual
- 16 reasonable attorney’s fees.
- 17 (b) A person who causes or permits a corporation of which the person is an officer or
- 18 director, a limited liability company of which the person is a member or manager, or
- 19 a partnership of which the person is a partner, to fail to collect sales tax or to remit
- 20 sales tax to the commission as required by this chapter shall be liable to the
- 21 commission for the amount that should have been collected or remitted, plus any
- 22 applicable interest and penalty.
- 23 (c) Notwithstanding any other provision of law, and whether or not the commission
- 24 initiates an audit or other tax collection procedure, the commission may bring a
- 25 declaratory judgment action against a remote seller or marketplace facilitator
- believed to meet the criteria to establish that the obligation to remit sales tax is
- applicable and valid under local, state, and federal law. The action shall be brought
- in the judicial district of the member jurisdiction.
- (d) The commission may cause a sales tax lien to be filed and recorded against all real
- and personal property of a remote seller or marketplace facilitator where the
- remote seller or marketplace facilitator has:
 - (1) Failed to file sales tax returns for two consecutive filing periods as required
 - by the chapter; or
 - (2) Failed within 60 days of the end of the filing period from which taxes were
 - due to either (a) remit all amounts due or (b) to enter into a secured
 - payment agreement as provided in this chapter.
 - (3) Prior to filing a sales tax lien, the commission shall cause a written notice

of intent to file to be mailed to the last known address of the delinquent remote seller or marketplace facilitator.

- (e) In addition to other remedies discussed in this chapter, the commission may bring a civil action to:
 - (1) Enjoin a violation of this chapter. On application for injunctive relief and a finding of a violation or threatened violation, the superior court shall enjoin the violation.
 - (2) Collect delinquent sales tax, penalty, interest and costs of collection, either before or after estimating the amount of sales tax due.
 - (3) Foreclose a recorded sales tax lien as provided by law.
- (f) All remedies hereunder are cumulative and are in addition to those existing at law or equity.

69.06.2540. Penalties for violations.

- (a) In the event that a penalty provided below is different from the same penalty in a member jurisdiction’s sale tax code, the penalty prescribed in the member jurisdiction’s sales tax code will apply.
- (b) A buyer, remote seller, or marketplace facilitator who knowingly or negligently submits false information in a document filed with the commission pursuant to this chapter is subject to a penalty of \$500.00.
- (c) A remote seller or marketplace facilitator who knowingly or negligently falsifies or conceals information related to its business activities with the commission or taxing jurisdiction is subject to a penalty of \$500.00.
- (d) A person who knowingly or negligently provides false information when applying for a certificate of exemption is subject to a penalty of \$500.00.
- (e) A remote seller or marketplace facilitator who fails or refuses to produce requested records or to allow inspection of their books and records shall pay to the commission a penalty equal to three times any deficiency found or estimated by the commission with a minimum penalty of \$500.00.
- (f) A remote seller or marketplace facilitator who falsifies or misrepresents any record filed with the commission is guilty of an infraction and subject to a penalty of \$500.00 per record.
- (g) Misuse of an exemption card is a violation and subject to a penalty of \$50.00 per incident of misuse.

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(h) Nothing in this chapter shall be construed as preventing the commission from filing and maintaining an action at law to recover any taxes, penalties, interest and/or fees due from a remote seller or marketplace facilitator. The commission may also recover attorney’s fees in any action against a delinquent remote seller or marketplace facilitator.

69.06.2650 Remittance of tax; remote seller held harmless.

(a) Any remote seller or marketplace facilitator that collects and remits sales tax to the commission as provided by law may use an electronic database of state addresses that is certified by the commission pursuant to subsection (c) of this section to determine the member jurisdictions to which tax is owed.

(b) Any remote seller or marketplace facilitator that uses the data contained in an electronic database certified by the commission pursuant to subsection (c) of this section to determine the jurisdictions to which tax is owed shall be held harmless for any tax, charge, or fee liability to any member jurisdiction that otherwise would be due solely as a result of an error or omission in the database.

(c) Any electronic database provider may apply to the commission to be certified for use by remote sellers or marketplace facilitators pursuant to this section. Such certification shall be valid for three years. In order to be certified, an electronic database provider shall have a database that satisfies the following criteria:

(1) The database shall designate each address in the state, including, to the extent practicable, any multiple postal address applicable to one location and the taxing jurisdictions that have the authority to impose a tax on purchases made by purchasers at each address in the state.

(2) The information contained in the electronic database shall be updated as necessary and maintained in an accurate condition. In order to keep the database accurate, the database provider shall provide a convenient method for member jurisdictions that may be affected by the use of the database to inform the provider of apparent errors in the database. The provider shall have a process in place to promptly correct any errors brought to the provider’s attention.

69.06.2760 Savings Clause.

If any provision of CBJ 69.06, Uniform Alaska Remote Seller Sales Tax, and CBJ 69.05, Uniform Sales Tax, is determined by the commission or an adjudicatory body of competent jurisdiction to discriminate against a remote seller in favor of a local seller with a physical presence in the member jurisdiction, the discriminatory provision shall continue in effect only to the extent such provision does not discriminate against a remote seller, ~~and the comparable~~

code provision applicable to a local seller will apply to a remote seller, and the remainder of CBJ 69.06 and CBJ 69.05 shall continue in full force and effect.

69.06.2870 Definitions.

Adoption of definitions does not compel an individual municipality to exempt certain defined items. Each municipality should specifically adopt definitions necessary for consistency to implement both brick-and-mortar sales tax code and provisions related to remote sellers or marketplace facilitators. For definitions that have no applicability to brick-and-mortar sales tax code, municipality may choose to either include definitions in the definitional section of general sales tax ordinance or adopt the common definitions by reference.

Bundled transaction means the retail sale of two or more products, except real property and services to real property, where (1) the products are otherwise distinct and identifiable, and (2) the products are sold for one non-itemized price. A bundled transaction does not include the sale of any products in which the sales price varies, or is negotiable, based on the selection by the purchaser of the products included in the transaction.

(a) Distinct and identifiable products do not include:

(1) Packaging – such as containers, boxes, sacks, bags, and bottles – or other materials – such as wrapping, labels, tags, and instruction guides – that accompany the retail sale of the products and are incidental or immaterial to the retail sale thereof.

(2) A product provided free of charge with the required purchase of another product. A product is provided free of charge if the sales price of the product purchased does not vary depending on the inclusion of the product provided free of charge.

(b) The term “one non-itemized price” does not include a price that is separately identified by product on binding sales or other supporting sales-related documentation made available to the customer in paper or electronic form including, but not limited to an invoice, bill of sale, receipt, contract, service agreement, lease agreement, periodic notice of rates and services, rate card, or price list.

(c) A transaction that otherwise meets the definition of a bundled transaction as defined above, is not a bundled transaction if it is:

(1) The retail sale of tangible personal property and a service where the tangible personal property is essential to the use of the service, and is provided exclusively in connection with the service, and the true object of the transaction is the service; or

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(2) The retail sale of services where one service is provided that is essential to the use or receipt of a second service and the first service is provided exclusively in connection with the second service and the true object of the transaction is the second service; or

(3) A transaction that includes taxable products and nontaxable products and the purchase price or sales price of the taxable products is de minimis.

Buyer or purchaser means a person to whom a sale of property or product is made or to whom a service is furnished.

Commission means the Alaska Remote Seller Sales Tax Commission established by agreement between local government taxing jurisdictions within Alaska, and the delegated tax collection authority.

Delivered electronically means delivered to the purchaser by means other than tangible storage media.

Delivery charges means charges by the seller of personal property or services for preparation and delivery to a location designated by the purchaser of personal property or services including, but not limited to, transportation, shipping, postage, handling, crating and packing.

Delivery network company means a business that facilitates, through the use of an Internet website or mobile application, the delivery of products or services.

Digital good means any product delivered electronically whether downloaded, streamed or subscribed to. A digital good generally takes the form of a license to use or store in a digital or electronic format. Digital goods are generally intangible property for purposes of this chapter.

Digital service means any service delivered electronically that uses one or more software applications. Digital service includes any service that primarily involves the application of human effort by the seller, and the human effort originated after the customer requested the service, provided the service is delivered electronically.

Entity-based exemption means an exemption based on who purchases the product or who sells the product. An exemption that is available to all individuals shall not be considered an entity-based exemption.

Goods for resale means:

(1) The sale of goods by a manufacturer, wholesaler, or distributor to a retail vendor, and sales to a wholesale or retail dealer who deals in the property sold for the purpose of resale by the dealer.

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- (2) The sale of personal property as raw material to a person engaged in manufacturing components for sale, where the property sold is consumed in the manufacturing process of, or becomes an ingredient or component part of, a product manufactured for sale by the manufacturer.
- (3) The sale of personal property as construction material to a licensed building contractor where the property sold becomes part of the permanent structure.

Lease or rental means any transfer of possession or control of tangible personal property for a fixed or indeterminate term for consideration. A lease or rental may include future options to purchase or extend.

Local sale means a sale by a seller with a physical presence in a taxing jurisdiction, where the point of delivery is a location within the same taxing jurisdiction.

Marketplace means a physical or electronic place, platform or forum, including a store, booth, internet website, catalog, or dedicated sales software application, where products or services are offered for sale.

Marketplace facilitator means a person that contracts with ~~remote-marketplace~~ sellers to facilitate for consideration, regardless of whether deducted as fees from the transaction, the sale of the ~~remote-marketplace~~ seller's property, product, or services through a physical or electronic marketplace operated by the person, and engages:

- (a) Directly or indirectly, through one or more affiliated persons, in any of the following:
 - (1) Transmitting or otherwise communicating the offer or acceptance between the buyer and ~~remote-marketplace~~ seller;
 - (2) Owning or operating the infrastructure, electronic or physical, or technology that brings buyers and ~~remote-marketplace~~ sellers together;
 - (3) Providing a virtual currency that buyers are allowed or required to use to purchase products from the ~~remote-marketplace~~ seller; or
 - (4) Software development or research and development activities related to any of the activities described in (b) of this subsection-(3), if such activities are directly related to a physical or electronic marketplace operated by the person or an affiliated person; and
- (b) In any of the following activities with respect to the seller's products:
 - (1) Payment processing services;

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- (2) Fulfillment or storage services;
- (3) Listing products for sale;
- (4) Setting prices;
- (5) Branding sales as those of the marketplace facilitator;
- (6) Order taking;
- (7) Advertising or promotion; or
- (8) Providing customer service or accepting or assisting with returns or exchanges.

Marketplace seller means a person that makes retail sales through any physical or electronic marketplace that is operated by a marketplace facilitator.

Member jurisdiction means a taxing jurisdiction that is a signatory of the Alaska Remote Seller Sales Tax Agreement, thereby members of the commission, and who have adopted the Uniform Alaska Remote Seller Sales Tax Code.

Monthly means occurring once per calendar month.

Nonprofit organization means a business that has been granted tax-exempt status by the Internal Revenue Service.

Person means an individual, trust, estate, fiduciary, partnership, limited liability company, limited liability partnership, corporation, or any other legal entity.

Physical presence for the purposes of CBJ 69.06.050 means a seller who establishes any one or more of the following within a member jurisdiction:

- (1) Has any office, distribution or sales house, warehouse, storefront, or any other place of business within the boundaries of the member jurisdiction;
- (2) Solicits business or receiving orders through any employee, agent, salesman, or other representative within the boundaries of the member jurisdiction or engages in activities in this state that are significantly associated with the seller’s ability to establish or maintain a market for its products in this state;
- (3) Provides services through any employee, agent, salesman, or other representative or holds inventory within the boundaries of the member jurisdiction;

- (4) Rents or Leases property located within the boundaries of the member jurisdiction.

A seller that establishes a physical presence within the member jurisdiction in any calendar year will be deemed to have a physical presence within the local taxing jurisdiction for the following calendar year.

Point of delivery means the location at which property or a product is delivered or service rendered.

- (1) When the product is not received or paid for by the purchaser at a business location of a remote seller in a member jurisdiction, the sale is considered delivered to the location where receipt by the purchaser (or the purchaser's recipient, designated as such by the purchaser) occurs, including the location indicated by instructions for delivery as supplied by the purchaser (or recipient) and as known to the seller;
- (2) When the product is received or paid for by a purchaser who is physically present at a business location of a remote seller in a taxing jurisdiction the sale is considered to have been made in the member jurisdiction where the purchaser is present even if delivery of the product takes place in another member jurisdiction. Such sales are reported and tax remitted directly to the member jurisdiction and not to the commission;
- (3) When the service is not received by the purchaser at a business location of a remote seller, the service is considered delivered to the location where the purchaser receives the service;
- (4) For products or services transferred electronically, or other sales where the remote seller or marketplace facilitator lacks a delivery address for the purchaser, the remote seller or marketplace facilitator shall consider the point of delivery of the sale to be the billing address of the buyer.

Product-based exemptions means an exemption based on the description of the product and not based on who purchases the product or how the purchaser intends to use the product.

Professional services means services performed by architects, attorneys-at-law, certified public accountants, dentists, engineers, land surveyors, surgeons, veterinarians, and practitioners of the healing arts (the arts and sciences dealing with the prevention, diagnosis, treatment and cure or alleviation of human physical or mental ailments, conditions, diseases, pain or infirmities) and such occupations that require a professional license under Alaska Statute.

Property and product and good means both tangible property, an item that can be seen, weighed, measured, felt, or touched, or that is in any other manner perceptible to the senses;

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2 and intangible property, anything that is not physical in nature (i.e.; intellectual property,
3 brand recognition, goodwill, trade, copyright and patents).

4 *Quarter* means trimonthly periods of a calendar year; January-March, April-June, July-
5 September, and October-December.

6 *Receive or receipt* for the purposes of CBJ 69.06.030 and the definition of *Point of*
7 *Delivery* means

- 8 (1) Taking possession of property or product;
- 9 (2) Making first use of services;
- 10 (3) Taking possession or making first use of digital goods, whichever comes first.

11 The terms “receive” and “receipt” do not include temporary possession by a shipping
12 company on behalf of the purchaser.

13 *Remote sales* means sales of goods, ~~or services, or bundled transactions~~ by a remote
14 seller or marketplace facilitator.

15 *Remote seller* means a seller or marketplace facilitator making sales of goods, goods
16 services, ~~or services~~ or bundled transactions delivered within the State of Alaska, without
17 having a physical presence in the member jurisdiction in which delivery is being made.

18 *Resale of services* means sales of intermediate services to a business the charge for which
19 will be passed directly by that business to a specific buyer.

20 *Sale or retail sale* means any transfer of property for consideration for any purpose other
21 than for resale.

22 *Sales price or purchase price* means the total amount of consideration, including cash,
23 credit, property, products, and services, for which property, products, services, ~~or services~~ or
24 bundled transactions are sold, leased, or rented, valued in money, whether received in money or
25 otherwise, without any deduction for the following:

- 26 (1) The seller’s cost of the property or product sold;
- 27 (2) The cost of materials used, labor or service cost, interest, losses, all costs of
28 transportation to the seller, all taxes imposed on the seller, and any other
29 expense of the seller;
- 30 (3) Charges by the seller for any services necessary to complete the sale, other
31 than delivery and installation charges;
- 32 (4) Delivery charges;

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- (5) Installation charges; and
- (6) Credit for any trade-in, as determined by state law.

Seller means a person making sales of property, products, or services, or a marketplace facilitator facilitating sales on behalf of a seller.

Services means all services of every manner and description, which are performed or furnished for compensation, and delivered electronically or otherwise into a member jurisdiction, including but not limited to:

- (1) Professional services;
- (2) Services in which a sale of property or product may be involved, including property or products made to order;
- (3) Utilities and utility services not constituting a sale of property or products, including but not limited to sewer, water, solid waste collection or disposal, electrical, telephone services and repair, natural gas, cable or satellite television, and Internet services;
- (4) The sale of transportation services;
- (5) Services rendered for compensation by any person who furnishes any such services in the course of his trade, business, or occupation, including all services rendered for commission;
- (6) Advertising, maintenance, recreation, amusement, and craftsman services;
- (7) Digital Services.

Tax cap means a maximum taxable transaction.

Taxing jurisdiction means a local government in Alaska that has a sales tax.

Transferred electronically means obtained by the purchaser by means other than tangible storage media.

Travel Agency Services means arranging or booking for a commission, fee or other consideration, vacation or travel packages, rental car, tours or other travel reservations or accommodations, tickets for domestic or foreign travel by air, ship, rail, bus or other medium of transportation, or hotel or other lodging accommodations.

69.06.280 Supplemental definitions.

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2 For purposes of CBJ 69.06, the commission may promulgate supplemental definitions
3 that are incorporated into this Remote Seller Sales Tax Code, provided they are not in conflict
4 with or contrary to the definitions set forth in CBJ 69.05. Supplemental definitions are
5 available at www.arsstc.org/code. Provisions of the supplemental definitions that are amended,
6 deleted, or added prior to or after the effective date of the latest amendment to this chapter
7 shall be applicable for purposes of this chapter on the effective date provided for such
8 amendments, deletions, or additions, including retroactive provisions.

9
10 **Section 3. Effective Date.** This ordinance shall be effective January 1, 2025.

11 Adopted this _____ day of _____, 2024.

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13 _____
14 Beth A. Weldon, Mayor

15 Attest:

16 _____
17 Elizabeth J. McEwen, Municipal Clerk
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Presented by: The Manager
Presented: 11/18/2024
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-41

An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of Mendota Park Parcel 1B, Located on Davis Avenue, from D10 to D15.

WHEREAS, the area of the proposed rezone consists of 2.3 acres, located at 1925 Davis Avenue, identified as Mendota Park Parcel B, is currently zoned as D10; and

WHEREAS, the land use maps of the 2013 Comprehensive Plan identify the subject lots as Medium Density Residential (MDR); and

WHEREAS, MDR is described as urban residential lands for multifamily dwelling units at densities ranging from 5 to 20 units per acre and D15 is considered a low-density multifamily district; and

WHEREAS, the parcels to the North and West are zoned D5, D10, and D15; and

WHEREAS, currently 23 apartment units are constructed on the property and, if rezoned, an additional 11 units could be constructed on the lot; and

WHEREAS, in 2005 the lot was downzoned from D15 to D10 due to concerns about the performance of the Davis Avenue intersection with Glacier Highway; and

WHEREAS, a 2022 project by the Alaska Department of Transportation and Public Facilities installed a light at the intersection; and

WHEREAS, housing is the Assembly’s top priority; and

WHEREAS, the Planning Commission concluded that the change from D10 to D15 zoning district does not substantially change the land use and will substantially conform to the maps of the Comprehensive Plan; and

WHEREAS, the Manager recommends approval of the proposed rezone.

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

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

Section 2. Amendment to the Official Zoning Map. The official zoning map of the City and Borough, adopted pursuant to CBJC 49.25.110, is amended to change the zoning of Mendota Park Lot 1B, located on Davis Avenue, from D10 to D15. The described rezone is shown on the attached Exhibit “A” illustrating the area of the proposed zone change.

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

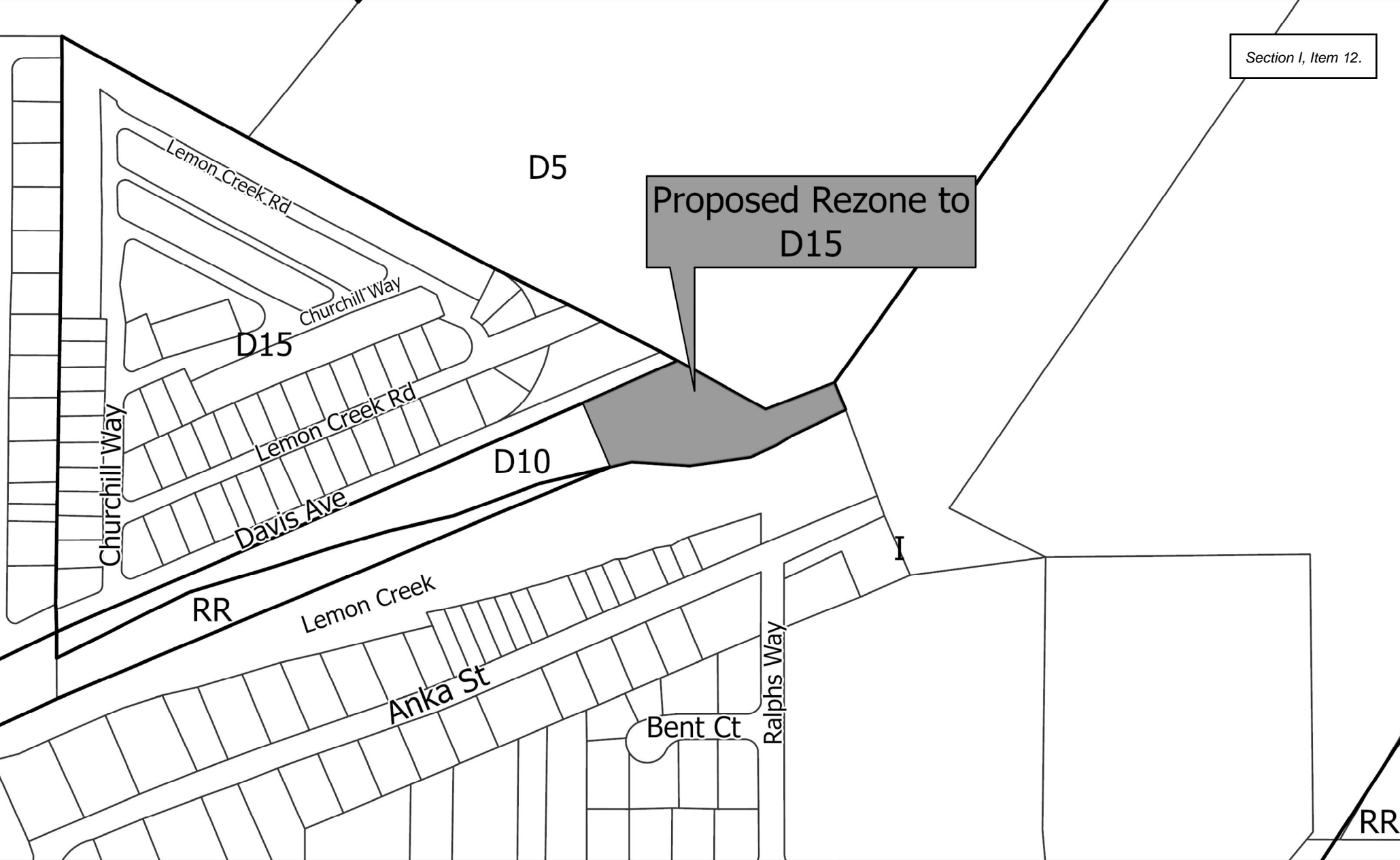
Adopted this _____ day of _____, 2024.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

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Zone changes to Mendota Park Parcel 1B from D10 to D15



CDD Case: AME 2024 0003





Planning Commission

(907) 586-0715

PC_Comments@juneau.gov

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

155 Heritage Way • Juneau, AK 99801

**PLANNING COMMISSION
NOTICE OF RECOMMENDATION**

Date: October 25, 2024
Case No.: AME2024 0003

City and Borough of Juneau
City and Borough Assembly
155 Heritage Way
Juneau, AK 99801

- Proposal: Planning Commission Recommendation to the City and Borough Assembly regarding a rezone of 2.3 acres at the end of Davis Avenue from D10 to D15.
- Property Address: 1925 Davis Avenue
- Legal Description: MENDOTA PARK PARCEL 1B
- Parcel Code Number: 5B1201070043
- Hearing Date: October 22, 2024

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated October 9, 2024, and recommended that the City and Borough Assembly adopt staff's recommendation for a rezone of 2.3 acres at the end of Davis Avenue from D10 to D15.

LINK TO: October 9, 2024, memorandum from Irene Gallion, Community Development, to the CBJ Planning Commission regarding AME2024 0003.

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

City and Borough Assembly
Case No.: AME2024 0003
October 25, 2024
Page 2 of 2

acting chair for



Mandy Cole, Chair
Planning Commission

11/5/24

Date



Filed With City Clerk

11/6/2024

Date

cc: Plan Review

NOTE: The Americans with Disabilities Act (ADA) is a federal civil rights law that may affect this recommended text amendment. ADA regulations have access requirements above and beyond CBJ - adopted regulations. 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.

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

REFUNDING BONDS

Serial No. 2024-42

AN ORDINANCE APPROVING THE CITY AND BOROUGH'S PARTICIPATION IN PROPOSED REFINANCINGS BY THE ALASKA MUNICIPAL BOND BANK OF THE BOND BANK'S VARIOUS GENERAL OBLIGATION BONDS THAT PROVIDED FUNDS TO PURCHASE VARIOUS REVENUE BONDS OF THE CITY AND BOROUGH, UNDER LOAN AGREEMENTS BETWEEN THE CITY AND BOROUGH AND THE BOND BANK; AND AUTHORIZING REVISED SCHEDULES OF PRINCIPAL AND INTEREST PAYMENTS ON THE CITY AND BOROUGH'S BONDS, IN ACCORDANCE WITH THE LOAN AGREEMENTS, IF THE BOND BANK SUCCESSFULLY REFINANCES ITS BONDS.

Approved: December 16, 2024

Prepared by:

K&L GATES LLP
Seattle, Washington

**City and Borough of Juneau, Alaska
Ordinance Serial No. 2024-42
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* This Table of Contents and the cover page are provided for convenience only and are not a part of this ordinance.

Presented by: The Manager
Introduced: 11/18/24
Drafted by: Bond Counsel

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-42

An Ordinance approving the City and Borough’s participation in proposed refinancings by the Alaska Municipal Bond Bank of the Bond Bank’s various General Obligation Bonds that provided funds to purchase various revenue bonds of the City and Borough, under loan agreements between the City and Borough and the Bond Bank; and authorizing revised schedules of principal and interest payments on the City and Borough’s bonds, in accordance with the loan agreements, if the Bond Bank successfully refinances its bonds.

WHEREAS, the City and Borough of Juneau, Alaska (the “City and Borough”), in order to finance a portion of the cost of completion of the City and Borough’s seawalk, issued and sold its Port Revenue Bond, 2014A (Non-AMT), in the original principal amount of \$6,055,000 (the “2014A Port Bond”) to the Alaska Municipal Bond Bank (the “Bond Bank”) as authorized by Ordinance Serial No. 2014-01 of the City and Borough adopted January 6, 2014, and Resolution No. 2676 adopted on January 27, 2014 (together, the “2014A Port Bond Ordinance”), on the terms and conditions set forth in the 2014A Port Bond Ordinance and in a loan agreement between the City and Borough and the Bond Bank dated as of February 1, 2014 (the “2014A Port Loan Agreement”); and

WHEREAS, the Bond Bank issued and sold its General Obligation Bonds, 2014A Series One (Tax-Exempt) (the “2014A Series One Bond Bank Bonds”) to provide funds to purchase the 2014A Port Bond, as provided in the 2014A Port Loan Agreement; and

WHEREAS, Section 6 of the 2014A Port Loan Agreement provides that payments of principal of and interest on the 2014A Port Bond may be adjusted to reduce debt service on the 2014A Port Bond if the Bond Bank is able to achieve debt service savings by refunding the 2014A Series One Bond Bank Bonds; and

WHEREAS, the City and Borough, in order to finance a portion of the cost of certain harbor improvements, issued and sold its Harbor Revenue Bond, 2007, in the original principal amount of \$10,620,000 (the “2007 Harbor Bond”) to the Bond Bank, as authorized by Ordinance Serial No. 2007-32(b) of the City and Borough adopted May 14, 2007, and Resolution No. 2414 adopted on June 25, 2007 (together, the “2007 Harbor Bond Ordinance”), on the terms and conditions set forth in the 2007 Harbor Bond Ordinance and in a loan agreement between the City and Borough and the Bond Bank dated as of July 1, 2007 (the “2007 Harbor Loan Agreement”); and

WHEREAS, the City and Borough, in order to refinance the 2007 Harbor Bond, issued and sold its Harbor Revenue Refunding Bond, 2015, in the original principal amount of \$8,910,000

(the “2015 Harbor Bond”) to the Bond Bank, as authorized by Ordinance Serial No. 2015-15 of the City and Borough adopted on March 16, 2015, and Resolution No. 2720 adopted on April 27, 2015 (together, the 2015 Harbor Bond Ordinance”), on the terms and conditions set forth in the 2015 Harbor Bond Ordinance and in an amendatory loan agreement between the City and Borough and the Bond Bank dated as of June 1, 2015 (the “2015 Harbor Amendatory Loan Agreement”); and

WHEREAS, the Bond Bank issued and sold its General Obligation and Refunding Bonds, 2015A Series Two (Non-AMT) (the “2015A Series Two Bond Bank Bonds”) to provide funds to purchase the 2015 Harbor Bond, as provided in the 2015 Harbor Amendatory Loan Agreement; and

WHEREAS, Section 6 of the 2007 Harbor Loan Agreement provides that payments of principal of and interest on the 2015 Harbor Bond may be adjusted to reduce debt service on the 2015 Harbor Bond if the Bond Bank is able to achieve debt service savings by refunding the 2015A Series Two Bond Bank Bonds; and

WHEREAS, the City and Borough, in order to finance a portion of the cost of completion of the City and Borough’s cruise ship berth enhancement project and related uplands, issued and sold its Port Revenue Bond, 2015 (AMT), in the original principal amount of \$20,595,000 (the “2015 Port Bond”) to the Bond Bank as authorized by Ordinance Serial No. 2014-01 of the City and Borough adopted January 6, 2014, as amended by Ordinance Serial No. 2015-11 adopted on March 16, 2015 and Resolution No. 2709 adopted on April 27, 2015 (together, the “2015 Port Bond Ordinance”), on the terms and conditions set forth in the 2015 Port Bond Ordinance and in a loan agreement between the City and Borough and the Bond Bank dated as of June 1, 2015 (the “2015 Port Loan Agreement”); and

WHEREAS, the Bond Bank issued and sold its General Obligation Bonds, 2015B Series Two (AMT) (the “2015B Series Two Bond Bank Bonds,” and together with the 2014A Series One Bond Bank Bonds, and the 2015A Series Two Bond Bank Bonds, the “Bond Bank Bonds”) to provide funds to purchase the 2015 Port Bond, as provided in the 2015 Port Loan Agreement; and

WHEREAS, Section 6 of the 2015 Port Loan Agreement provides that payments of principal of and interest on the 2015 Port Bond may be adjusted to reduce debt service on the 2015 Port Bond if the Bond Bank is able to achieve debt service savings by refunding the 2015B Series Two Bond Bank Bonds; and

WHEREAS, a portion of the 2015 Port Bond was refinanced by the City and Borough’s Port Revenue Refunding Bond, 2021 (AMT Forward Delivery) (the “2021 Port Bond”) issued pursuant to Ordinance Serial No. 2020-21 of the City and Borough adopted on May 18, 2020, as amended by Ordinance Serial No. 2021-15 adopted on April 26, 2021, and Resolution No. 2952 adopted on May 24, 2021 (together, the “2021 Port Bond Ordinance”), on the terms and conditions set forth in the 2021 Port Bond Ordinance and in an amendatory loan agreement between the City and Borough and the Bond Bank dated as of December 2, 2021 (the “2021 Port Amendatory Loan Agreement”); and

WHEREAS, the 2014A Port Bond, the 2015 Harbor Bond and the 2021 Port Bond are herein referred to as the “Juneau Refunding Candidates”; and

WHEREAS, the Bond Bank now intends to issue one or more series of its general obligation refunding bonds (the “Bond Bank Refunding Bonds”) for the purpose, among others, of refunding all or a portion of one or more series of the Bond Bank Bonds and achieving debt service savings for or more series of the Juneau Refunding Candidates; and

WHEREAS, the Assembly wishes to approve the City and Borough’s participation in these refinancings and to authorize the City and Borough’s city manager or his/her designee to accept revised debt service schedules for all or a portion of the 2014A Port Bond, the 2015 Harbor Bond and the 2021 Port Bond, if the Bond Bank successfully refinances all or a portion of one or more series of the Bond Bank Bonds;

NOW, 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. Approval of Refinancing. The Assembly hereby approves the City and Borough’s participation in the Bond Bank’s refinancing(s) of all or a portion of one or more series of the Bond Bank Bonds. If there is debt service savings for any of the Juneau Refunding Candidates, the respective series shall have modified debt service schedules in accordance with the following parameters.

(a) *2014A Port Bond.* The revised schedule of debt service on the 2014A Port Bond and other provisions as may be required by the Bond Bank will be set forth in an amendatory loan agreement and a refunding bond to be issued in exchange for the 2014A Port Bond. The refunding bond shall come due on the dates set forth in such amendatory loan agreement of the following years in the following estimated principal installments:

Maturity Year	Amount
2025	\$ 195,000
2026	190,000
2027	200,000
2028	215,000
2029	225,000
2030	235,000
2031	245,000
2032	260,000
2033	270,000
2034	285,000
2035	300,000
2036	315,000
2037	330,000
2038	345,000
2039	365,000

The foregoing schedule is based on the assumption that the entire 2014A Port Bond is going to be refunded. To the extent that only a portion of the 2014A Port Bond is refunded, the foregoing principal maturity schedule shall be proportionately reduced. In addition, the adjusted principal maturities may be increased or decreased by the City Manager or his/her designee for any year by 25%.

(b) *2015 Harbor Bond.* The revised schedule of debt service on the 2015 Harbor Bond and other provisions as may be required by the Bond Bank will be set forth in an amendatory loan agreement and a refunding bond to be issued in exchange for the 2015 Harbor Bond. The refunding bond shall come due on the dates set forth in such amendatory loan agreement of the following years in the following estimated principal installments:

Maturity Year	Amount
2026	\$ 475,000
2027	495,000
2028	520,000
2029	545,000
2030	575,000
2031	605,000
2032	625,000
2033	660,000

The foregoing schedule is based on the assumption that the entire 2015 Harbor Bond is going to be refunded. To the extent that only a portion of the 2015 Harbor Bond is refunded, the foregoing principal maturity schedule shall be proportionately reduced. In addition, the adjusted principal maturities may be increased or decreased by the City Manager or his/her designee for any year by 25%.

(c) *2021 Port Bond.* The revised schedule of debt service on the 2021 Port Bond and other provisions as may be required by the Bond Bank will be set forth in an amendatory loan agreement and a refunding bond to be issued in exchange for the 2021 Port Bond. The refunding bond shall come due on the dates set forth in such amendatory loan agreement of the following years in the following estimated principal installments:

Maturity Year	Amount
2026	\$1,065,000
2027	1,120,000
2028	1,175,000
2029	1,240,000

The foregoing schedule is based on the assumption that the 2026 through 2029 maturities of the 2021 Port Bond are going to be refunded. To the extent that only a portion of those maturities of the 2021 Port Bond are refunded, the foregoing principal maturity schedule shall be proportionately reduced. In addition, the adjusted principal maturities may be increased or decreased by the City Manager or his/her designee for any year by 25%.

The City Manager or Finance Director is authorized to execute and deliver the amendatory loan agreements for each bond issue on behalf of the City and Borough and to deliver the refunding bonds for each bond issue, executed in accordance with the provisions of the respective bond ordinance and this ordinance, to the Bond Bank in exchange for the 2014A Port Bond, the 2015 Harbor Bond and the 2021 Port Bond, respectively, all subject to the Assembly’s approval by one or more resolutions, which resolution(s) may, at the option of the Assembly, provide for delegation within parameters approved by the Assembly. The City Manager, Finance Director and other appropriate officers and employees of the City and Borough are also hereby authorized to provide financial information about the City and Borough that the Bond Bank may require for the official statement for the Bond Bank Refunding Bonds. In furtherance of the plan of refinancing, the City Manager or his/her designee is hereby further authorized to determine whether or not the establishment of a reserve fund or account is necessary or desirable to secure the repayment of any of the refunding bonds and if a reserve is to be established, the terms and conditions of the reserve, including the execution and delivery of a reserve depository agreement.

Section 3. Tax Covenants. The City and Borough covenants to undertake all actions required to maintain the tax-exempt status of interest on the 2014A Port Bond, the 2015 Harbor Bond and the 2021 Port Bond, as applicable, under Section 103 of the Code.

Section 4. General Authorization. The Mayor, City Manager, Finance Director, Clerk, City and Borough Attorney, and any other appropriate officers, agents, attorneys and employees of the City and Borough are each hereby authorized and directed to cooperate with the Bond Bank and to take such steps, do such other acts and things, and execute such letters, certificates, agreements, papers, financing statements, assignments or instruments as in their judgment may be necessary, appropriate or desirable to carry out the terms and provisions of, and

complete the transactions contemplated by, this ordinance, including any amendments to the 2021 Amendatory Loan Agreement to clarify prepayment terms.

Section 5. Prior Acts. Any and all acts heretofore taken by officers, agents, attorneys and employees of the City and Borough in connection with refinancing the 2014A Port Bond, the 2015 Harbor Bond and the 2021 Port Bond are hereby ratified and confirmed.

Section 6. Effective Date. This ordinance shall become effective thirty days after adoption.

ADOPTED this 16th day of December, 2024.

Mayor

ATTEST:

Clerk

CERTIFICATE

I, the undersigned, Clerk of the City and Borough of Juneau, Alaska (the “City and Borough”), Do HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance Serial No. 2024-42 (the “Ordinance”) of the City and Borough as finally passed at a regular meeting of the Assembly of the City and Borough (the “Assembly”) held on the 16th day of December, 2024, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such special meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Assembly voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of December, 2024.

Clerk
City and Borough of Juneau

Presented by: The Manager
Introduced: 11/18/2024
Drafted by: Law Department

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 3078

A Resolution Supporting the Juneau Coordinated Transportation Coalition’s Prioritization of Projects for Grant Funding by the Alaska Department of Transportation & Public Facilities.

WHEREAS, the City and Borough adopted the 2020 Juneau Coordinated Human Services Transportation Plan, to identify available transportation services and lay out strategies to address gaps in transportation services provided to the elderly, individuals who may have disabilities, or individuals who qualify as low-income and use public transportation for traveling to and from work; and

WHEREAS, the Alaska Department of Transportation & Public Facilities makes available grant funding for mobility projects; and

WHEREAS, in order to be considered for grant funding, each community must prioritize its projects and that priority list must be endorsed by the local government; and

WHEREAS, the Juneau Coordinated Transportation Coalition is a coalition of community partners working to improve the effectiveness and efficiency of transportation in Juneau; and

WHEREAS, one of the Juneau Coordinated Transportation Coalition’s main roles is to rank funding requests from member agencies proposing transportation and mobility projects and submit those recommendations to the Assembly; and

WHEREAS, the Juneau Coordinated Transportation Coalition and related agency representatives held a regular Juneau Coordinated Transportation Coalition meeting on August 22, 2024, and voted on the priority list for FY2025 Human Services Transportation Service Grant funding as follows:

1. SAIL Replacement ADA Vehicle for SAIL/ORCA Program Participants
2. SAIL Replacement ADA Taxi.

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

Section 1. The City and Borough endorses the following prioritized list to be considered for Alaska Department of Transportation & Public Facilities grant funding:

1. SAIL Replacement ADA Vehicle for SAIL/ORCA Program Participants
2. SAIL Replacement ADA Taxi.

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

Adopted this _____ day of _____, 2024.

Beth Weldon, Mayor

Attest:

Beth McEwen, Municipal Clerk



THE STATE of ALASKA GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

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

October 14, 2024

From: Alcohol.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: Taku Glacier Lodge, Inc DBA: Taku Glacier Flightseeing / Salmon Bake VIA email: takulodge@yahoo.com CC: None Local Government 1: Juneau Local Government 2: Via Email: di.cathcart@juneau.gov; city.clerk@juneau.gov

Community Council: n/a Via Email:

Re: Restaurant / Eating Place - Seasonal #1416 Combined Renewal Notice

Table with 2 columns: Field Name and Value. Fields include License Number, License Type, Licensee, Doing Business As, Physical Address, Designated Licensee, Phone Number, and Email Address.

[X] License Renewal Application [] Endorsement Renewal Application

Dear Licensee:

Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(ies), your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(ies) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **November 19th, 2024** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the Alcohol.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

We have received completed renewal applications for the above listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsement, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had reasonable opportunity to defend the application before the meeting of the local governing body. If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding review of this application. Comments or objections you may have about the application should first be presented to the local governing body. If you have any questions, please email Alcohol.licensing@alaska.gov

Sincerely,
Kyle Helie, Licensing Examiner II
For
Lizzie Kubitz, Acting Director



THE STATE of ALASKA GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

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

October 3, 2024

From: Alcohol.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: JH Inc DBA: Seongs Sushi Bar VIA email: jeongkeo40@naver.com CC: None Local Government 1: Juneau City and Borough Local Government 2: Via Email: di.cathcart@juneau.gov; city.clerk@juneau.gov

Community Council: n/a Via Email:

Re: Restaurant / Eating Place #4192 Combined Renewal Notice

Table with 2 columns: Field Name, Value. Fields include License Number (#4192), License Type (Restaurant / Eating Place), Licensee (JH Inc), Doing Business As (Seongs Sushi Bar), Physical Address (740 W 9th St Juneau, AK 99801), Designated Licensee (JH Inc), Phone Number (907-419-7123), and Email Address (jeongkeo40@naver.com).

[X] License Renewal Application [] Endorsement Renewal Application

Dear Licensee:

Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(ies), your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(ies) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **November 19th, 2024** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the Alcohol.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

We have received completed renewal applications for the above listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsement, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had reasonable opportunity to defend the application before the meeting of the local governing body. If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding review of this application. Comments or objections you may have about the application should first be presented to the local governing body. If you have any questions, please email Alcohol.licensing@alaska.gov

Sincerely,
Kyle Helie, Licensing Examiner II
For
Lizzie Kubitz, Acting Director



THE STATE of ALASKA GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

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

October 17, 2024

From: Alcohol.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: Abigail May LaForce Barnett DBA: Zerelda's Bistro VIA email: abby_laforce@hotmail.com CC: None Local Government 1: Juneau City & Borough Local Government 2: Via Email: di.cathcart@juneau.gov; city.clerk@juneau.gov

Community Council: n/a Via Email:

Re: Restaurant / Eating Place #5278 Combined Renewal Notice

Table with 2 columns: Field Name, Value. Fields include License Number, License Type, Licensee, Doing Business As, Physical Address, Designated Licensee, Phone Number, and Email Address.

[X] License Renewal Application [] Endorsement Renewal Application

Dear Licensee:

Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(ies), your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(ies) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **November 19th, 2024** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the Alcohol.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

We have received completed renewal applications for the above listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsement, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had reasonable opportunity to defend the application before the meeting of the local governing body. If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding review of this application. Comments or objections you may have about the application should first be presented to the local governing body. If you have any questions, please email Alcohol.licensing@alaska.gov

Sincerely,
Kyle Helie, Licensing Examiner II
For
Lizzie Kubitz, Acting Director



THE STATE of ALASKA GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

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

October 22, 2024

From: Alcohol.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: Green Lantern, LLC

DBA: No DBA

VIA email: rendarlh@gmail.com

CC: None

Local Government 1: Juneau City and Borough

Local Government 2:

Via Email: di.cathcart@juneau.gov; city.clerk@juneau.gov

Community Council: n/a

Via Email:

Re: Restaurant / Eating Place #851 Combined Renewal Notice

Table with 2 columns: Field Name, Value. Fields include License Number (#851), License Type (Restaurant / Eating Place), Licensee (Green Lantern, LLC), Doing Business As (No DBA), Physical Address (No Premises), Designated Licensee (Green Lantern, LLC), Phone Number (907-957-2904), and Email Address (rendarlh@gmail.com).

[X] License Renewal Application

[] Endorsement Renewal Application

Dear Licensee:

Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(ies), your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(ies) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **November 19th, 2024** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the Alcohol.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

We have received completed renewal applications for the above listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsement, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had reasonable opportunity to defend the application before the meeting of the local governing body. If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding review of this application. Comments or objections you may have about the application should first be presented to the local governing body. If you have any questions, please email Alcohol.licensing@alaska.gov

Sincerely,
Kyle Helie, Licensing Examiner II
For
Lizzie Kubitz, Acting Director



THE STATE of ALASKA GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

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

September 26, 2024

From: Alcohol.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: AK Grizzly Bar LLC DBA: AK Grizzly Bar VIA email: rider.bs@gmail.com CC: None Local Government 1: Juneau City and Borough Local Government 2: Via Email: di.cathcart@juneau.gov; city.clerk@juneau.gov

Community Council: n/a Via Email:

Re: Beverage Dispensary #772 Combined Renewal Notice

Table with 2 columns: Field Name and Value. Fields include License Number, License Type, Licensee, Doing Business As, Physical Address, Designated Licensee, Phone Number, and Email Address.

[X] License Renewal Application [] Endorsement Renewal Application

Dear Licensee:

Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(ies), your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(ies) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **November 19th, 2024** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the Alcohol.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

We have received completed renewal applications for the above listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsement, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had reasonable opportunity to defend the application before the meeting of the local governing body. If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding review of this application. Comments or objections you may have about the application should first be presented to the local governing body. If you have any questions, please email Alcohol.licensing@alaska.gov

Sincerely,



Joan M. Wilson, Director
907-269-0350



THE STATE of ALASKA GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

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

October 21, 2024

From: Alcohol.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: JD Entertainment, Inc.

DBA: The Island Pub

VIA email: theislandpub@alaska.net

CC: None

Local Government 1: City and Borough of Juneau

Local Government 2: Juneau

Via Email: di.cathcart@juneau.gov; city.clerk@juneau.gov

Community Council: n/a

Via Email:

Re: Beverage Dispensary #728 Combined Renewal Notice

Table with 2 columns: Field Name, Value. Fields include License Number, License Type, Licensee, Doing Business As, Physical Address, Designated Licensee, Phone Number, and Email Address.

[X] License Renewal Application [] Endorsement Renewal Application

Dear Licensee:

Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(ies), your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(ies) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **November 19th, 2024** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the Alcohol.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

We have received completed renewal applications for the above listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsement, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had reasonable opportunity to defend the application before the meeting of the local governing body. If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding review of this application. Comments or objections you may have about the application should first be presented to the local governing body. If you have any questions, please email Alcohol.licensing@alaska.gov

Sincerely,
Alysha Pacarro, Licensing Examiner II
For
Lizzie Kubitz, Acting Director



THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

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

October 14, 2024

From: marijuana.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: TOP HAT, INC.

DBA: Top Hat

VIA email: john@thcalaska.com

CC: n/a

Local Government: City and Borough of Juneau

Via Email: di.cathcart@juneau.gov ; city.clerk@juneau.gov ; mcb_notice@juneau.org

Community Council: n/a

Via Email:

CC: n/a

BCC: amco.admin@alaska.gov

Re: Standard Marijuana Cultivation Facility #10270 Combined Renewal Notice

License Number:	#10270
License Type:	Standard Marijuana Cultivation Facility
Licensee:	TOP HAT, INC.
Doing Business As:	Top Hat
Physical Address:	2315 Industrial BLVD Suite A Juneau, AK 99801
Designated Licensee:	John Nemeth
Phone Number:	907-290-3433
Email Address:	john@thcalaska.com

License Renewal Application

Endorsement Renewal Application

Dear Licensee:

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2023/2024 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

AMCO has received a complete renewal application for the above listed license within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To object to the approval of this application pursuant to 3 AAC 306.065, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the objection within 30 days of the

date of this notice. We recommend that you contact the local government with jurisdiction over the proposed premises to share objections you may have about the application.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application independently. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email marijuana.licensing@alaska.gov.

Sincerely,

A handwritten signature in blue ink that reads "Joan M. Wilson". The signature is written in a cursive, flowing style.

Joan M. Wilson, Director
907-269-0350



THE STATE of ALASKA GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

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

October 14, 2024

From: marijuana.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: Top Hat, LLC

DBA: TOP HAT CONCENTRATES, LLC

VIA email: john@thcalaska.com

CC: n/a

Local Government: City and Borough of Juneau

Via Email: di.cathcart@juneau.gov ; city.clerk@juneau.gov ; mcb_notice@juneau.org

Community Council: n/a

Via Email:

CC: n/a

BCC: amco.admin@alaska.gov

Re: Marijuana Product Manufacturing Facility #10271 Combined Renewal Notice

Table with 2 columns: Field Name, Value. Fields include License Number, License Type, Licensee, Doing Business As, Physical Address, Designated Licensee, Phone Number, and Email Address.

[X] License Renewal Application [] Endorsement Renewal Application

Dear Licensee:

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2023/2024 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

AMCO has received a complete renewal application for the above listed license within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To object to the approval of this application pursuant to 3 AAC 306.065, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the objection within 30 days of the

date of this notice. We recommend that you contact the local government with jurisdiction over the proposed premises to share objections you may have about the application.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application independently. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email marijuana.licensing@alaska.gov.

Sincerely,



Joan M. Wilson, Director
907-269-0350



THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

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

October 15, 2024

From: marijuana.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: Green Elephant, LLC
DBA: GREEN ELEPHANT, LLC.
VIA email: greenelephantalaska@gmail.com
CC: n/a
Local Government: City and Borough of Juneau
Via Email: di.cathcart@juneau.gov ; city.clerk@juneau.gov ; mcb_notice@juneau.org

Community Council: n/a

Via Email:

CC: n/a

BCC: amco.admin@alaska.gov

Re: Standard Marijuana Cultivation Facility #10315 Combined Renewal Notice

License Number:	#10315
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Green Elephant, LLC
Doing Business As:	GREEN ELEPHANT, LLC.
Physical Address:	101 Mill St. Suite A Juneau, AK 99801
Designated Licensee:	Richard Dudas
Phone Number:	907-321-5886
Email Address:	greenelephantalaska@gmail.com

License Renewal Application Endorsement Renewal Application

Dear Licensee:

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2023/2024 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

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If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

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date of this notice. We recommend that you contact the local government with jurisdiction over the proposed premises to share objections you may have about the application.

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If you have any questions, please email marijuana.licensing@alaska.gov.

Sincerely,

A handwritten signature in blue ink that reads "Joan M. Wilson". The signature is written in a cursive, flowing style.

Joan M. Wilson, Director
907-269-0350



THE STATE of ALASKA GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

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

October 15, 2024

From: marijuana.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: Green elephant, LLC

DBA: GREEN ELEPHANT, LLC.

VIA email: greenelephantalaska@gmail.com

CC: n/a

Local Government: City and Borough of Juneau

Via Email: di.cathcart@juneau.gov ; city.clerk@juneau.gov ; mcb_notice@juneau.org

Community Council: n/a

Via Email:

CC: n/a

BCC: amco.admin@alaska.gov

Re: Retail Marijuana Store #10844 Combined Renewal Notice

Table with 2 columns: Field Name, Value. Fields include License Number, License Type, Licensee, Doing Business As, Physical Address, Designated Licensee, Phone Number, and Email Address.

[X] License Renewal Application

[] Endorsement Renewal Application

Dear Licensee:

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

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Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

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AMCO has received a complete renewal application for the above listed license within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To object to the approval of this application pursuant to 3 AAC 306.065, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the objection within 30 days of the

date of this notice. We recommend that you contact the local government with jurisdiction over the proposed premises to share objections you may have about the application.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application independently. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email marijuana.licensing@alaska.gov.

Sincerely,

A handwritten signature in blue ink that reads "Joan M. Wilson". The signature is written in a cursive, flowing style.

Joan M. Wilson, Director
907-269-0350

CITY AND BOROUGH OF JUNEAU SHORT TERM RENTAL TASK FORCE

CBJ Short Term Rental Task Force

There is created within the City and Borough of Juneau an eleven member Short Term Rental Task Force. The committee is composed of three Assemblymembers and eight members representing the various facets of the community. The proposed members from the Assembly are Bryson, Smith, and Hughes-Skandijs and the proposed members of the public are Eric Pedersen, Dan Coleman, Meilani Schijvens, Patty Collins, Joyce Niven, Carole Triem, Ryan Kauzlarich, and Adam Dordea.

Assemblymember Bryson shall serve as chair. The committee shall elect a vice chair from among its members at its first meeting.

Purpose

The purpose of the committee shall be to accomplish the following tasks:

1. Review the number of short term rentals (STR) in relation to the availability of housing in Juneau.
2. Conduct a review of common regulatory options used by other municipalities, expressly focused on those regulations purposed to improve housing availability and affordability for long term uses.
3. Host a minimum of two public forum meetings, after which the task force shall consider the feedback received. Feedback may also be received electronically outside of the public forum meetings but in a defined time period established by the task force.
4. Create a matrix that evaluates and recommends various regulatory actions for STRs to improve housing availability in Juneau. This matrix should look at both short and long-term regulatory options in order to inform not only options to address the current STR and housing landscape, but also be the basis for the Assembly to take future action without the need to revisit this process if the landscape should change.

Timeline

The members shall serve until completion of their tasks which are proposed to be completed and reported to the Assembly by March 31, 2025. The committee shall expire within six months of this date unless extended. The committee shall report to the Assembly Committee of the Whole as scheduled by the Deputy Mayor.

Meetings, Officers, Records, Quorum, Staff Support

The committee shall determine its meeting schedule according to its workload and at the call of the chair. All meetings shall be open to the public and advertised through the Municipal Clerk's office.

A majority of the committee members shall constitute a quorum for the transaction of its business. The committee shall follow the procedures used by the Assembly for transaction of its business, as interpreted by the City Attorney as necessary. The committee shall keep a record of its meetings, transaction, finding, determinations and written public comments received, which shall be filed with the Municipal Clerk and be open to public inspection at reasonable times.

The Deputy City Manager will provide staff support and assistance to the task force as appropriate and as time and priority allows.

Dated: November 4, 2024

Beth A. Weldon, Mayor
City and Borough of Juneau

Presented by: The Manager
Introduced: 02/05/2024
Drafted by: S. Layne

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 3051

A Resolution Petitioning the Alaska State Alcoholic Beverage Control Board to Issue up to 20 Additional Restaurant or Eating Place Licenses within the City and Borough of Juneau Under Alaska Statute 04.11.405.

WHEREAS, the City and Borough of Juneau (“CBJ”) is incorporated as a home rule municipality and is eligible to seek additional Restaurant or Eating Place Licenses (REPL) from the Alaska State Alcoholic Beverage Control Board through the process outlined in Alaska Statute ("AS") 04.11.405; and

WHEREAS, the CBJ is a hub of regional commerce in Southeast Alaska and the state capital; and

WHEREAS, approximately 32,000 people live in the CBJ year-round, Juneau employs over 15,000 local resident workers, over 4,000 nonresident workers, has 1.6 million yearly visitors, and those workers and visitors rely on the CBJ for goods and services meeting the requirements outlined in AS 04.11.405(b)(1)(A); and

WHEREAS, the Juneau Police Department has 40 sworn peace officers and numerous other staff members to provide local law enforcement services including police patrol and criminal investigation, meeting the conditions outlined in AS 04.11.405(b)(1)(B); and

WHEREAS, the CBJ Planning Commission and Planning staff are tasked with wide-ranging planning and land use authority including, but not limited to, zoning regulation and oversight, management of CBJ lands, and updates to the CBJ Comprehensive Plan (CBJC Title 49), meeting the conditions outlined in AS 04.11.405(b)(1)(C); and

WHEREAS, the CBJ currently exceeds the number of licenses allowed under AS 04.11.040(a) with 23 active REPLs, meeting the conditions outlined in AS 04.11.405(b)(1)(D) and (c)(3)(B); and

WHEREAS, when considering the cumulative number of geographically-integrated populations, residents versus non-residents, the CBJ has over 32,000 residents; over 4,000 nonresident workers, and over 1.6 million visitors each year, well above the additional population that would be required for the 20 additional licenses requested to maintain the 1 to 1,500 ratio mandated under Title 4; and

WHEREAS, allowing the sale of beer and wine at additional local restaurants would allow for an increase in consumer options for locals and visitors and more opportunities for local businesses; and

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WHEREAS, the increased REPL would enhance CBJ's local economic development and create additional jobs.

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

Section 1. The Assembly hereby petitions the Alaska State Alcoholic Beverage Control Board to issue up to 20 additional restaurant or eating place licenses within the CBJ under AS 04.11.405.

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

Adopted this _____ day of _____ 2024.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: October 21, 2024
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

An Ordinance Appropriating \$985,000 to the Manager for the City and Borough of Juneau's Fiscal Year 2024 Operating Costs; Funding Provided by Airport Funds and Eaglecrest 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 \$985,000 for the City and Borough of Juneau’s fiscal year 2024 operating costs, distributed as follows:

Enterprise Funds:	
Airport	\$ 950,000
Special Revenue Funds:	
Eaglecrest – Inventory Write-Off	\$ 35,000
<u>Total Appropriation</u>	<u>\$ 985,000</u>

Section 4. Source of Funds

Airport Funds	\$ 950,000
Eaglecrest Funds	<u>\$ 35,000</u>
Total Source of Funds	<u>\$ 985,000</u>

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

Adopted this ___ day of _____, 2024.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: October 21, 2024
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-01(b)(O)

An Ordinance Appropriating \$86,000 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 \$86,000 for the Safe Streets for All (SS4A) Capital Improvement Project (D24-099).

Section 3. Source of Funds

U.S. Department of Transportation \$86,000

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

Adopted this _____ day of _____, 2024.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: October 21, 2024
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-01(b)(P)

An Ordinance Appropriating up to \$500,000 to the Manager as a Grant to Gastineau Human Services for Expanding Residential Substance Use Disorder Beds; 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 \$500,000 as a grant to Gastineau Human Services for expanding residential substance use disorder beds.

Section 3. Source of Funds

General Funds \$500,000

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

Adopted this _____ day of _____, 2024.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: October 21, 2024
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-01(b)(Q)

An Ordinance Deappropriating \$1,000,000 of General Funds and Appropriating \$1,000,000 of Restricted Budget Reserves as Local Matching Funds for a United States Army Corps of Engineers Glacier Outburst Flooding General Investigation Study.

WHEREAS, the CBJ Assembly adopted Resolution 3071 on August 6, 2024 declaring a local emergency in response to the August 2024 glacier outburst flood and requested State and federal assistance; and

WHEREAS, the CBJ Assembly adopted Ordinance 2024-01(b)(M) on September 23, 2024 appropriating General Funds as matching funds for a United States Army Corps of Engineers glacier outburst flooding general investigation study; and

WHEREAS, the CBJ Assembly Finance Committee directed staff to draft an ordinance changing the funding source of \$1,000,000 appropriated 2024-01(b)(M) General Funds to Restricted Budget Reserves on September 18, 2024; and

WHEREAS, the Restricted Budget Reserve will be repaid upon reimbursement from State or federal sources.

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

Section 2. Deappropriation. There is deappropriated from the Manager the sum of \$1,000,000 for a United States Army Corps of Engineers Glacier Outburst Flooding General Investigation Study.

Section 3. Appropriation. There is appropriated to the Manager the sum of \$1,000,000 of Restricted Budget Reserves for a United States Army Corps of Engineers Glacier Outburst Flooding General Investigation Study.

Section 4. Source of Funds

General Funds	(\$ 1,000,000)
Restricted Budget Reserves	\$ 1,000,000

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

Adopted this _____ day of _____, 2024.

Beth A. Weldon, Mayor

Attest:

Elizabeth A. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: October 21, 2024
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-01(b)(R)

An Ordinance Appropriating \$50,000 to the Manager for Maintenance of the Arboretum Manager's Residence; Funding Provided by Jensen-Olson Arboretum Endowment 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 \$50,000 for maintenance of the Arboretum manager's residence.

Section 3. Source of Funds

Jensen-Olson Arboretum Endowment Funds \$50,000

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

Adopted this _____ day of _____, 2024.

Beth A. Weldon, Mayor

Attest:

Elizabeth A. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: October 21, 2024
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-01(b)(S)

An Ordinance Appropriating \$2,000,000 to the Public Safety Communication Infrastructure Capital Improvement Project; Grant Funding Provided by the United States Department of Justice, Office of Community Oriented Policing Services.

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 \$2,000,000 for the Public Safety Communication Infrastructure Capital Improvement Project (F22-028).

Section 3. Source of Funds

U.S. Department of Justice \$2,000,000

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

Adopted this _____ day of _____, 2024.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

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Presented by: The Manager
Presented: 10/21/2024
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA
Serial No. 2024-35

An Ordinance Authorizing the Manager to Lease a 400 Square Foot Portion of Land Near Crazy Horse Drive to the Federal Aviation Administration for the Purpose of Continued Placement of Weather Monitoring Equipment.

WHEREAS, the Federal Aviation Administration is seeking a new lease to maintain the Low Level Windshear Alert System that provides weather advisories to pilots at the Juneau Airport; and

WHEREAS, the Federal Aviation Administration currently has a twenty (20) year lease with the City and Borough of Juneau, approved in 2004 via Resolution 2248; and

WHEREAS, the City and Borough owns land at the end of Crazy Horse Drive that is a suitable site for the location of such equipment; and

WHEREAS, the City and Borough and the Federal Aviation Administration have a cooperative working arrangement to provide aviation aides to the Juneau International Airport; and

WHEREAS, the Federal Aviation Administration is requesting a new twenty (20) year lease of a 400 square foot portion of U.S. Survey 1041 for continued placement of the essential equipment; and

WHEREAS, CBJC 53.09.270(a) authorizes the lease of City and Borough land at no cost to government agencies; and

WHEREAS, the Assembly Lands Committee at its meeting of November 2, 2023, recommended approval of the proposed lease.

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

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

Section 2. Authorization to Lease. The Manager is authorized to lease a fraction of
U.S. Survey 1041, comprising of 400 square feet, more or less, to the Federal Aviation
Administration for the purpose of installing essential aviation related weather equipment.

- (A) Term. The lease shall be for a period of 20 years.
- (B) Rent. Consistent with CBJC 53.09.270(a) and CBJC 53.20.050(a) the lease shall
be at no cost.
- (C) Other Terms and Conditions. The Manager is authorized to include other lease
terms and conditions as may be in the public interest.

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

Adopted this _____ day of _____, 2024.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Assembly Meeting Calendar 2025

Section N, Item 25.

January							February							March							April						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22	20	21	22	23	24	25	26
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May							June							July							August						
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4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
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September							October							November							December						
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14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
28	29	30					26	27	28	29	30	31	23	24	25	26	27	28	29	28	29	30	31				
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- Reg. Assembly & HRC
- CBJ Election Day, Election Certification, & Special Assembly Mtngs
- PWFC, LHEDC, COW
- Conferences, School Breaks, & Special Occasions
- AFC
- CBJ Holidays

*See back side of this calendar for further details.

Assembly Meeting Calendar 2025

Section N, Item 25.

LEGEND

***All meeting dates/times listed below are subject to change.**

Please see the master CBJ Meeting Calendar at www.juneau.org/calendar for all current meeting dates/times/locations.

	CBJ Holidays
	6pm Assembly Human Resources Committee (HRC) & 7pm Regular Assembly Meeting
	12:10pm Public Works & Facilities Committee (PWFC) Meetings
	5:00pm Lands, Housing & Economic Development Committee (LHEDC) Meetings
	6:00pm Assembly Committee of the Whole (COW) Meetings
	5:30pm Assembly Finance Committee (AFC) Meetings
	*Special Assembly Breakfast Meeting with Juneau Legislative Delegation & DC/AK Lobbyists (Date TBD)
	4/5 Special Assembly Meeting to introduce the Budget (per Charter 9.2), Immediately followed by AFC Meeting
	4/28 Reg. Assembly Mtng for Public Hearing on School Budget & set min. funding amount (per Charter 13.6)
	6/9 Last Regular Assembly Meeting to adopt budget prior to 6/15 deadline. (per Charter 9.7)
	10/27 Assembly Reorganizational Meeting (per Charter 3.5)
	12/6 Assembly Retreat (8am-5pm) Location TBD
	Conferences, School Breaks, & Special Events
	JSD Inservice Dates & School Breaks:
	School Breaks: 12/21/24-1/3/25; 2/17-2/18; 3/24-3/28; Last day of school 5/23; HS Graduations 5/25
	School Breaks cont.: Summer Break 5/23-8/13; 10/16-10/17; 11/10-11/11; 11/27-11/28; 12/22-1/2/2026
	Conferences for Assembly & Staff (Manager/Attorney) Attendance:
	Conferences: 2/11-2/13 Southeast Conference Mid-Session Summit, Juneau
	Conferences: 2/18-2/20 Alaska Municipal League (AML) Winter Legislative Conference, Juneau
	Conferences: 2/26-2/27 JEDC Innovation Summit, Juneau
	Conferences: 8/12-8/15 AML Summer Legislative Conference, Utqiagvik
	Conferences: 9/16-9/18 Southeast Conference, Sitka
	Conferences: 10/25-10/30 ICMA Tampa, FL (City Manager attending)
	Conferences: 12/7-12/12 AML & Affiliate Groups Annual Conferences, Anchorage
	Special Events:
	1/21 First Day of Legislative Session/Juneau Legislative Welcome Reception
	10/7 CBJ Election Day, 10/21 Election Certification

**Memorandum of Agreement
Between the
City & Borough of Juneau
and the
Central Council of Tlingit & Haida Indian Tribes of Alaska**

Supplemental MOA Re: Public Safety and Emergency Response

WHEREAS, the City and Borough of Juneau and the Central Council of Tlingit & Haida Indian Tribes of Alaska both recognize that they are government entities with the responsibility to provide public safety services, including law enforcement, search and rescue, emergency response, and disaster response, to their citizens; and

WHEREAS, the City and Borough of Juneau (CBJ) is located on the traditional lands of the Lingít people; and

WHEREAS, the Central Council of Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida) is a federally and state recognized tribe, and the tribe for the Juneau community, and provides services to the citizens, employees and neighbors located within Juneau, a community recognized under Tlingit & Haida’s governing documents; and

WHEREAS, CBJ and Tlingit & Haida recognize that there is overlap between their service populations within the CBJ; and

WHEREAS, in recognition of the government-to-government relationship, CBJ and Tlingit & Haida entered into a 2017 Memorandum of Agreement (MOA) in order to promote communication and coordination to reduce duplication of efforts and provide more effective responses to public safety matters, including law enforcement, search and rescue, emergency response, and disaster response within CBJ for the betterment of their shared citizenry;

NOW THEREFORE BE IT RESOLVED, the CBJ and Tlingit & Haida agree as follows:

1. **Purpose.** The purpose of this Supplemental is to establish a good-faith foundation between the CBJ and Tlingit & Haida (collectively the “Parties”, individually “Party”) for future collaborative efforts on public safety matters, including law enforcement, search and rescue, emergency response, and disaster response that benefit the shared citizenry that both Parties serve. The Parties agree to work together in a cooperative and coordinated manner to achieve the collective goals of the Supplemental.
2. **Roles and Responsibilities.** Each Party agrees to the following roles:
 - a. Together, the Parties agree to:
 - i. At least once a year, the CBJ and Tlingit & Haida agree to meet and review:

1. Past public safety and emergency incidents that impacted both Parties and evaluate the effectiveness of the Parties' responses.
 2. Identify new opportunities where the Parties can work together.
 3. Identify resources or funding sources to support public safety.
 4. Create, and update as necessary, a plan of action to effectuate better responses to future public safety events.
- ii. At least once per year, the Parties and their staff and/or volunteers will participate in a joint training exercise that reflects practices compliant with federal emergency response standards.
 - iii. The Parties will notify the other of relevant training opportunities for their staff and volunteers.
- b. CBJ agrees:
- i. At least once a year, CBJ will provide a report on this Supplemental to Tlingit & Haida.
 - ii. CBJ will promptly share any relevant information it may have on current or potential public safety and emergency incidents that will affect, or it reasonably believes could have an effect on Tlingit & Haida Tribal citizens located within the CBJ.
 - iii. CBJ agrees that it will follow applicable law governing the confidentiality of any information Tlingit & Haida discloses to it under this Supplemental.
- c. Tlingit & Haida agrees to:
- i. At least once a year, Tlingit & Haida will provide a report on this Supplemental to the CBJ.
 - ii. Tlingit & Haida will promptly share any relevant information it may have on current or potential public safety or emergency incidents that will affect, or it reasonably believes could have an effect on the citizens located within the CBJ.
 - iii. Tlingit & Haida will follow applicable laws governing the confidentiality of any information CBJ discloses to it under this Supplemental.
 - iv. Tlingit & Haida will designate one employee to serve on the Juneau Local Emergency Planning Committee.
 - v. Tlingit & Haida may provide fire response to its trust and restricted property and that of its citizens, on the CBJ road system. If requested by CBJ, Tlingit & Haida may service the Eaglecrest Recreation Area.
3. **Law Enforcement.** Consistent with P.L. 83-280, CBJ law enforcement officers will continue to respond to calls to property held in trust or restricted status for Tlingit & Haida and its citizens.
- a. Tlingit & Haida will continue to maintain public availability to its laws on its government website; and Tlingit & Haida will continuously update CBJ regarding tribal law applicable to such trust and restricted properties.

4. **Other Public Safety Events.** In the event of a significant public safety event, including search and rescue, the Parties agree to:
 - a. Commit to open and frequent communication.
 - b. Alert the other Party of resources or personnel the Party has dispatched to avoid duplication of efforts between the Parties.
5. **Costs and Expenditures.** The Parties agree to cover their own costs and expenditures under this Supplemental.
6. **Points of Contact.** In addition to the CBJ Mayor and the Tlingit & Haida President, the points of contact shall be the City Manager and their designees, and the Senior Director of the Tlingit & Haida Public Safety Division and their designees.
7. **Miscellaneous Provisions**
 - a. **Dispute Resolution.** The Parties commit to maintaining a strong working relationship through open and transparent communication. If a dispute arises out of or relating to any aspect of this Supplemental, the Parties agree to meet and confer in good faith to attempt to seek an amicable resolution.
 - b. **No Assumption of Liabilities.** Neither Party is assuming or will be responsible for the other Party's liabilities or obligations arising out of public safety actions.
 - c. **No Waiver of Authority.** Nothing in this Supplemental shall limit or waive the regulatory authority or jurisdiction of either Party.
 - d. **No Cause of Action.** Nothing in this Supplemental nor any decision made by the CBJ or Tlingit & Haida, whether or not the decision is consistent with this Supplemental, shall give either Party or any third party any cause of action or claim. This Supplemental is not intended to provide any remedy not already provided by law.
 - e. **No Preemption.** Nothing in this Supplemental is meant to preempt, supersede, or replace any responsibility the CBJ may have under federal or state law.
 - f. **No Waiver of Sovereign Immunity.** Tlingit & Haida is a federally recognized Indian tribe and as such possesses sovereign immunity. Nothing in this Supplemental is intended to be, shall be deemed to be or may be construed as a waiver of Tlingit & Haida's sovereign immunity or consent to suit in tribal, state or federal courts.
 - g. **Termination.** The Supplemental may be cancelled in whole or in part, at any time, upon mutual written agreement by the Parties, with 30 days' notice.
 - h. **Counterparts.** This Supplemental may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.
8. **Effective Date.** This Supplemental shall be effective immediately after its adoption and shall remain in effect until terminated by the Parties or until a superseding government-to-government agreement is entered into between the CBJ and Tlingit & Haida.

CITY AND BOROUGH OF JUNEAU

**CENTRAL COUNCIL TLINGIT &
HAIDA INDIAN TRIBES OF ALASKA**

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

June 5, 2017

Mayor Ken Koelsch
City and Borough of Juneau
155 S. Seward Street
Juneau, Alaska 99801

President Richard J. Peterson
Central Council of Tlingit & Haida Indian Tribes of Alaska
9097 Glacier Highway,
Juneau, Alaska 99801

The City and Borough of Juneau (“CBJ”) and the Central Council of Tlingit & Haida Indian Tribes of Alaska (“Tribe” or “T&H”) hereby state their intent to enter into a memorandum of agreement to address intergovernmental issues that may arise if the Bureau of Indian Affairs moves forward with the Notices of Applications sent out in April 2017 and accepts land into trust on behalf of the Tribe.

As agreed to at the meeting between the Tribe and CBJ on May 31, 2017, the agreement between CBJ and the Tribe will address the following subjects in the following manners.

Criminal Law

- The CBJ Criminal Code will be enforced by CBJ and the Juneau Police Department.
- The agreement will allow for hot pursuit, investigative authority, extradition, etc.
- The agreement will contain a provision recognizing that if T&H adopts its own criminal code or provides its own enforcement agents then the agreement will be revised to allow for cross-deputization, mutual aid, emergency back-up, etc.

Fire/EMT

- CBJ will continue to provide fire and emergency services to the Tribe.
- The CBJ Fire Marshall will annually inspect trust land.
- The CBJ Fire and Building Code will apply until T&H adopts CBJ code, as amended, by reference, or until T&H adopts a comparable or higher standard.
- CBJ will continue to enforce the Fire Code until the Tribe has an enforcement agent.
- If the enforcement agent comes before T&H code amendment, CBJ will authorize the enforcement agent to enforce CBJ code (cross-deputization.)

Health and Safety

- It is T&H’s intent that much if not all of the health and safety issues currently addressed by CBJ code (nuisance, litter, bear attraction, junked cars) continue to be enforced on the noticed property. T&H will review Titles 8 and 36 of CBJ code and advise CBJ which provisions T&H would like CBJ to enforce.
 - T&H intends to adopt similar language to CBJ code regarding the bear attraction nuisance provisions (CBJ 36.20.056). In the meantime, CBJ code will apply and be enforced by CBJ unless and until T&H appoints its own enforcement agent.

Health and Safety continued

- Future enforcement of other health and safety code provisions (after T&H's code provision(s) are adopted) will depend on whether T&H decides to appoint its own enforcement agent.
- T&H will be adopting its own junked car ordinance in the near future.
- T&H intends to adopt by reference, CBJ code, as amended, with respect to Title 19 (building code, international property management, electrical, plumbing, etc.). T&H is considering whether it will enforce once its code is adopted. In the meantime, the CBJ will enforce Title 19 violations.

Zoning and Land Use

- Zoning and land use is not an immediate issue because the noticed property will continue to be used as it currently is (or a use that is no less intense than current parking lot use) for 13 years.
- T&H will be considering its own zoning and land use code.
- The parties are mutually committed to regulating zoning and land use in the Juneau Indian Village in such a way as to minimize adverse impacts on neighboring properties. The parties envision a process similar to the CBJ's conditional use process that takes into account adverse impacts and authorizes the regulatory authority to impose conditions designed to minimize such impacts.

Water/Sewer/Drainage

- T&H will provide CBJ a utility easement. The easement will terminate if the lines are relocated, or upon mutual agreement by the parties.
- T&H will look at adopting code provisions that prohibit allowing unauthorized materials in CBJ stormwater drainage system and sewers and provide for an enforcement mechanism.
- The CBJ code will be enforceable until T&H adopts its own similar code provisions.

Title 47

- JPD and the emergency services patrol will be authorized to exercise duties under AS 47.37.170, and JPD under 47.30.705, on the noticed property.

Payment in Lieu of Taxes (PILT)

- CBJ will provide T&H with a breakdown of property tax (it's components). T&H will use that to propose a PILT formula for the noticed property.
- T&H will pay a PILT in the amount currently paid in property tax for years 2017 and 2018, unless the new PILT formula is agreed to earlier.

Sovereign Immunity

- The parties discussed the need for a limited waiver of sovereign immunity, to allow for insurance coverage and for mutual enforceability of the agreement.
- The parties have agreed to work collaboratively on proposed waiver language.

Annual Meeting

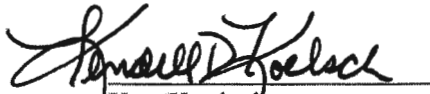
- Though it is the intention of the parties that communication between them remain free and open, and that issues are addressed as soon as they arise, the agreement will specifically provide for an annual meeting of the parties during January or February.

A final agreement will be signed by September 1, 2017.


The agreement will not have a specified term but will be revocable by parties.

The parties agree to revise the agreement as needed, in light of the Tribe's future applications.

Finally, the parties both acknowledge that the final agreement will need the approval of the CBJ Assembly and the Tribe's Executive Council.



Ken Koelsch
CBJ



Richard J. Peterson
Tlingit & Haida

**Memorandum of Agreement
Between the
City & Borough of Juneau
and the
Central Council of Tlingit & Haida Indian Tribes of Alaska**

Supplemental MOA Re: Solid Waste 2024

WHEREAS, the City and Borough of Juneau and the Central Council of Tlingit & Haida Indian Tribes of Alaska both recognize that they are government entities with the responsibility to provide public ways to address solid waste; and

WHEREAS, the City and Borough of Juneau (CBJ) is located on the traditional lands of the Lingit people; and

WHEREAS, the Central Council of Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida) is a federally and state recognized tribe, and the tribe for the Juneau community, and provides services to the citizens, employees and neighbors located within Juneau, a community recognized under Tlingit & Haida's governing documents; and

WHEREAS, CBJ and Tlingit & Haida recognize that there is overlap between their service populations within the CBJ; and

WHEREAS, in recognition of the government-to-government relationship, CBJ and Tlingit & Haida entered into a 2017 Memorandum of Agreement (MOA) and wish to enter into this Supplemental MOA in order to promote communication and coordination to reduce duplication of efforts and provide more effective responses to addressing solid waste goals within CBJ for the betterment of their shared citizenry;

NOW THEREFORE BE IT RESOLVED, the CBJ and Tlingit & Haida agree as follows:

1. **Purpose.** The purpose of this Supplemental is to establish a good-faith foundation between the CBJ and Tlingit & Haida (collectively the "Parties", individually "Party") for future collaborative efforts on solid waste matters, including recycling, composting, household hazardous waste, municipal solid waste, disaster debris, and construction debris that benefit the shared citizenry that both Parties serve. The Parties agree to work together in a cooperative and coordinated manner to achieve the collective goals of the Supplemental.
2. **Roles and Responsibilities.** Each Party agrees to the following roles:
 - a. Together, the Parties agree to:
 - i. At least once a year, the CBJ and Tlingit & Haida leadership agree to meet and review:
 1. Any agreements for solid waste management.
 2. Identify new opportunities where the Parties can work together.

3. Identify resources or funding sources to support solid waste management and disposal.
- b. CBJ agrees:
 - i. At least once a year, CBJ will provide a report on this Supplemental to Tlingit & Haida.
 - ii. CBJ will share any relevant information it may have on reduction of waste efforts including metrics around diversion of waste and any studies, plans, or funding related to waste.
 - iii. CBJ agrees that it will follow applicable law governing the confidentiality of any information Tlingit & Haida discloses to it under this Supplemental.
 - c. Tlingit & Haida agrees to:
 - i. At least once a year, Tlingit & Haida will provide a report on this Supplemental to the CBJ.
 - ii. Tlingit & Haida will share any relevant information it may have on reduction of waste efforts including metrics around diversion of waste as well as any studies, plans or funding related to waste. Tlingit & Haida will follow applicable governing the confidentiality of any information CBJ discloses to it under this Supplemental.
 - iii. Tlingit & Haida will designate one employee to serve as a point of contact to CBJ for all solid waste management issues.
3. **Costs and Expenditures.** The Parties agree to cover their own costs and expenditures under this Supplemental.
 4. **Points of Contact.** In addition to the CBJ City Manager and designees and the Tlingit & Haida President and designees, the points of contact shall be the CBJ Engineering and Public Works Director and the Environmental Director of the Tlingit & Haida Public Safety Division and their designees.
5. **Miscellaneous Provisions**
 - a. **Dispute Resolution.** The Parties commit to maintaining a strong working relationship through open and transparent communication. If a dispute arises out of or relating to any aspect of this Supplemental, the Parties agree to meet and confer in good faith to attempt to seek an amicable resolution.
 - b. **No Assumption of Liabilities.** Neither Party is assuming or will be responsible for the other Party's liabilities or obligations arising out of public safety actions.
 - c. **No Waiver of Authority.** Nothing in this Supplemental shall limit or waive the regulatory authority or jurisdiction of either Party.
 - d. **No Cause of Action.** Nothing in this Supplemental nor any decision made by the CBJ or Tlingit & Haida, whether or not the decision is consistent with this Supplemental, shall give either Party or any third party any cause of action or claim. This Supplemental is not intended to provide any remedy not already provided by law.

- e. **No Preemption.** Nothing in this Supplemental is meant to preempt, supersede, or replace any responsibility the CBJ may have under federal or state law.
- f. **No Waiver of Sovereign Immunity.** Tlingit & Haida is a federally recognized Indian tribe and as such possesses sovereign immunity. Nothing in this Supplemental is intended to be, shall be deemed to be or may be construed as a waiver of Tlingit & Haida’s sovereign immunity or consent to suit in tribal, state or federal courts.
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CITY AND BOROUGH OF JUNEAU

CENTRAL COUNCIL TLINGIT & Haida INDIAN TRIBES OF ALASKA

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

June 5, 2017

Mayor Ken Koelsch
City and Borough of Juneau
155 S. Seward Street
Juneau, Alaska 99801

President Richard J. Peterson
Central Council of Tlingit & Haida Indian Tribes of Alaska
9097 Glacier Highway,
Juneau, Alaska 99801

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Criminal Law

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- The agreement will allow for hot pursuit, investigative authority, extradition, etc.
- The agreement will contain a provision recognizing that if T&H adopts its own criminal code or provides its own enforcement agents then the agreement will be revised to allow for cross-deputization, mutual aid, emergency back-up, etc.

Fire/EMT

- CBJ will continue to provide fire and emergency services to the Tribe.
- The CBJ Fire Marshall will annually inspect trust land.
- The CBJ Fire and Building Code will apply until T&H adopts CBJ code, as amended, by reference, or until T&H adopts a comparable or higher standard.
- CBJ will continue to enforce the Fire Code until the Tribe has an enforcement agent.
- If the enforcement agent comes before T&H code amendment, CBJ will authorize the enforcement agent to enforce CBJ code (cross-deputization.)

Health and Safety

- It is T&H’s intent that much if not all of the health and safety issues currently addressed by CBJ code (nuisance, litter, bear attraction, junked cars) continue to be enforced on the noticed property. T&H will review Titles 8 and 36 of CBJ code and advise CBJ which provisions T&H would like CBJ to enforce.
 - T&H intends to adopt similar language to CBJ code regarding the bear attraction nuisance provisions (CBJ 36.20.056). In the meantime, CBJ code will apply and be enforced by CBJ unless and until T&H appoints its own enforcement agent.

Health and Safety continued

- Future enforcement of other health and safety code provisions (after T&H's code provision(s) are adopted) will depend on whether T&H decides to appoint its own enforcement agent.
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- The parties are mutually committed to regulating zoning and land use in the Juneau Indian Village in such a way as to minimize adverse impacts on neighboring properties. The parties envision a process similar to the CBJ's conditional use process that takes into account adverse impacts and authorizes the regulatory authority to impose conditions designed to minimize such impacts.

Water/Sewer/Drainage

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- T&H will look at adopting code provisions that prohibit allowing unauthorized materials in CBJ stormwater drainage system and sewers and provide for an enforcement mechanism.
- The CBJ code will be enforceable until T&H adopts its own similar code provisions.

Title 47

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- CBJ will provide T&H with a breakdown of property tax (it's components). T&H will use that to propose a PILT formula for the noticed property.
- T&H will pay a PILT in the amount currently paid in property tax for years 2017 and 2018, unless the new PILT formula is agreed to earlier.

Sovereign Immunity

- The parties discussed the need for a limited waiver of sovereign immunity, to allow for insurance coverage and for mutual enforceability of the agreement.
- The parties have agreed to work collaboratively on proposed waiver language.

Annual Meeting

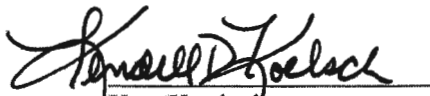
- Though it is the intention of the parties that communication between them remain free and open, and that issues are addressed as soon as they arise, the agreement will specifically provide for an annual meeting of the parties during January or February.

A final agreement will be signed by September 1, 2017.


The agreement will not have a specified term but will be revocable by parties.

The parties agree to revise the agreement as needed, in light of the Tribe's future applications.

Finally, the parties both acknowledge that the final agreement will need the approval of the CBJ Assembly and the Tribe's Executive Council.



Ken Koelsch
CBJ



Richard J. Peterson
Tlingit & Haida

2024 5th Late File Exemption List to the Assembly

Late File Senior & Disabled Veteran Exemptions:

Name	Parcel Number	Property Address
Violeta Gemino	5B1601070160	2403 Aurora Court
Gerald Mayeda	5B2101310530	9951 Stephen Richards Memorial Dr Sp 53
Matthew DuBois	5B1601320050	2471 Scott Dr
William Burgett	4B2601070040	10206 Heron Way
Laura Ryan	5B1601200066	9456 La Perouse Ave
Edwin Leonard	1D050L070022	2631 Douglas Hwy
Anita Bauer	5B2101150010	9166 Parkwood Dr
Margaret Wilkinson	4B310104B030	3105 National Park Service Rd Unit B3
Michael Erickson Sr.	5B2501430140	3835 Killewich Dr
Diane DeRoux-Sportel	4B2001050070	1015 Fritz Cove Rd

Late File Senior & Disabled Veteran Hardship Exemptions:

Name	Parcel Number	Property Address
Loretta Vavalis	7B1001110012	1135 Timberline Ct
Keith Hinke	1B0201000080	5132 Thane Rd
Larry Atkinson	5B2402000280	4508 Kanat'a St
Laura Ryan	5B1601200066	9456 La Perouse Ave
Diane DeRoux-Sportel	4B2001050070	1015 Fritz Cove Rd
Robert Dennis Dalman	6D0901010080	7485 N Douglas Hwy
Saralynn Phelps	4B2901350010	5000 Pond Vista Dr
John Sweeney	5B2401420140	8175 Threadneedle St

**A REGULATION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA
ADOPTION OF REGULATION AMENDMENTS**

- Title 05 Chapter 10 – Waterfront Sales Permits, Tour Sales Permits**
- Title 05 Chapter 20 – Small Boat Harbor, Reserved Moorage Waitlist Fee**
- Title 05 Chapter 20 – Small Boat Harbor, Harbor Fee Policy**
- Title 05 Chapter 35 – Small Boat Harbor, Transient Moorage Management Fees**
- Title 05 Chapter 40 – Small Boat Harbor, Moorage Management Regulations**
- Title 05 Chapter 45 – Small Boat Harbor, Auke Bay Loading Facility**

PURSUANT TO AUTHORITY GRANTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, THE DOCKS AND HARBORS BOARD PROPOSES TO ADOPT THE FOLLOWING AMENDMENT TO REGULATIONS:

Section 1. Authority. These regulations are adopted pursuant to CBJ Ordinance 01.60, 85.02.060, and 85.02.100.

Section 2. Amendment of Regulations. The City and Borough of Juneau Administrative Code is amended at 05 CBJAC 10 Waterfront Sales Permits to read:

05 CBJAC 10.040 Tour sales permits.

(a) Application process and permit award.

...

(3) *How the permits are awarded.* The port director will manage and award the permits by public outcry auction. The minimum bid for a permit is ~~\$30,000.00~~ \$35,000. Applicants meeting the permit eligibility requirements set out in 05 CBJAC 10.030(f) will be allowed to bid on a permit provided the applicant posts a ~~\$30,000.00~~ \$35,000 bid bond payable to CBJ. The applicant must agree to forfeit the bid bond in the event the applicant does not honor a winning bid on a permit.

Section 3. Amendment of Regulation. The City and Borough of Juneau Administrative Code is amended at 05 CBJAC 20 Small Boat Harbor Fees and Charges, to read:

05 CBJAC 20.010 Small boat harbor fee policy.

...

(r) Collection accounts. If a person has had a previous account with Docks and Harbors sent to collections, the person shall not be able to moor a vessel until the collection account has been paid in full. Should the person moor their vessel without settling all accounts, the vessel is deemed abandoned and immediately subject to the impound process under CBJ 85.25.130.

(s) Habitual Offenders. Any person who has been subject to impoundment proceedings or had an account sent to collections in the previous 24 months, shall be required to pre-pay for their moorage.

Section 4. Amendment of Regulations. The City and Borough of Juneau Administrative Code is amended at 05 CBJAC 35 Small Boat Harbor Transient Moorage Management, to read:

05 CBJAC 35.060 Fees.

Persons using transient moorage must pay fees in accordance with CBJ Administrative Code Title 05, Chapter 20 and as set forth below.

(a) Uninsured Vessel Surcharge.

(1) Prior to obtaining a moorage assignment, CBJAC 40.035, 050, 055, or 065, the owner of a vessel must:

(i) provide the Harbormaster with proof of current marine insurance showing, at a minimum, the owner's name, information identifying the vessel, and the dates of insurance coverage; or

(ii) pay a non-refundable moorage surcharge of \$1.50 per foot per month.

A. As of January 1, of each year, should the actual vessel disposal costs vary more than 20% from the annual amount collected, Docks and Harbors will adjust the rate to no less than \$1.00 per foot per month and no more than \$3.00 per foot per month to make up for the difference. The new rate must be approved by the Board no less than 30 days prior to implementation.

(iii) Vessels paying the daily moorage rate are exempt from paying this surcharge.

(2) The funds collected from the moorage surcharge under this regulation will be used to pay for the unrecoverable costs attributable to vessel salvage and disposal activities in the small boat harbors.

(3) This regulation does not relieve an owner from the responsibility to pay fees as set out in CBJ Ordinance Title 85 or regulations adopted thereunder and does not constitute marine insurance.

Section 5. Amendment of Regulations. The City and Borough of Juneau Administrative Code is amended at 05 CBJAC 40 Small Boat Harbor Moorage Management Regulations, to read:

05 CBJAC 40.010 General moorage management policy.

(g) ~~Vessel salvage and disposal.~~ Uninsured Vessel Surcharge.

(1) Prior to obtaining a moorage assignment pursuant to CBJAC 40.035, 050, 055, or 065, the owner of a vessel must:

...

(ii) pay a non-refundable moorage surcharge of ~~\$.031~~ \$1.50 per foot per month.

A. As of January 1, of each year, should the actual vessel disposal costs vary more than 20% from the annual amount collected, Docks and Harbors will adjust the rate to no less than \$1.00 per foot per month and no more than \$3.00 per foot per month

to make up for the difference. The new rate must be approved by the Board no less than 30 days prior to implementation.

(iii) Vessels paying the daily moorage rate are exempt from paying this surcharge.

...

Section 6. Amendment of Regulations. The City and Borough of Juneau Administrative Code is amended at 05 CBJAC 45 Small Boat Harbor and Port Facilities Use Regulations, to read:

05 CBJAC 45.050 Auke Bay Loading Facility.

(k) *Drive-Down Use Fees.* Notwithstanding any fee provision listed in 05 CBJAC 15 and 20, and 30, operators shall pay fees for use of the drive-down gangway and float as follows:

- (1) The owner of a vessel that ties up to the float shall pay daily moorage fees for each calendar day or portion thereof that the vessel remains affixed to the float, except that an owner may use the facility for up to two hours on any calendar day without incurring moorage. Vessels wanting to use the float will need to schedule in advance with the Harbormaster. Mooring a vessel without first contacting the harbor office constitutes unauthorized moorage and the vessel will be assessed the full daily moorage fee in accordance with 05 CBJAC 20.210.

Section 7. Notice of Proposed Adoption of a Regulation. The notice requirements of CBJC 01.60.200 were followed by the agency. The notice period began on October 10, 2024, 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 hereby adopts these regulations as set forth above. The agency will next seek Assembly review and approval.

Date: _____

Carl Uchytel, P.E.
Port Director

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) Existence of code authority and the correctness of the required citation of code authority; and
- (3) Clarity, simplicity of expression, and absence of possibility of misapplication.

Regulations of Docks & Harbors
Amending 05 CBJAC 10; 05 CBJAC 20; 05 CBJAC 35; CBJAC 40; and 05 CBJAC 45

Date: _____

Emily Wright
Assistant Municipal Attorney

Assembly Review

These regulations were presented to the Assembly at its meeting of _____. 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



Port of Juneau

155 Heritage Way • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

From: Carl Uchytel
Port Director

To: Assembly

Via: (1) Docks & Harbor Board
(2) City Manager

Date: September 14th, 2024

Re: DIRECT NEGOTIATION LAND SALES, LEASES & EXCHANGES - NATIONAL GUARD DOCK

Franklin Dock Enterprises is requesting, in consideration for an easement along the Franklin Dock area, a lease of the National Guard Dock property, owned by CBJ and managed by Docks & Harbors. This property exchange would facilitate CBJ Engineering advancing its efforts to construct a Seawalk from the AJ Dock to the South Franklin Street Dock. The Assembly has previously considered and agreed with this plan at its May 30th COW and at the September 9th LHED Committee meetings.

In order to develop a lease, the Assembly must authorize the manager to commence negotiations: *Title 53.09.260(a) – Negotiated Sales, Leases and Exchanges states 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...”*

If supported by Assembly motion, negotiations with Franklin Dock Enterprises will commence and a new lease will be returned to the Assembly for adoption by ordinance via the Docks & Harbors Board. There are no monetary commitments by CBJ with this motion for direct negotiations with Franklin Dock Enterprises.

#

- Encl:
- (1) Property map
 - (2) Memo to LHED dated September 5th, 2024
 - (3) Memo to COW dated May 30th, 2024
 - (4) Proposed Seawalk Extension Plans



The City and Borough of Juneau is not responsible and shall not be liable to the user for damages of any kind arising out of the use of data or information provided by the City and Borough of Juneau, including the installation of the data or information, its use, or the results obtained from its use. ANY DATA OR INFORMATION PROVIDED BY THE City Borough of Juneau IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Data or information provided by the City Borough of Juneau shall be used and relied upon only at the user's sole risk, and the user agrees to indemnify and hold harmless the City Borough of Juneau, its officials, officers and employees from any liability arising out of the use of the data/information provided. NOT FOR ENGINEERING PURPOSES.



MEMORANDUM

DATE: September 5, 2024
TO: Assembly Lands, Housing and Economic Development Committee
FROM: Alexandra Pierce, Visitor Industry Director
SUBJECT: Franklin Dock Land Exchange

Reed Stoops, representing the Franklin Dock, has requested to trade the National Guard Dock for an easement on Franklin Dock property. The easement is valued at \$164,500, and the National Guard Dock is valued at \$306,000. Both appraisals are included in the packet. Both parties accept the appraised value of the properties. Mr. Stoops is motivated to complete the land exchange because will allow the Franklin Dock group to clear up encumbrances on the land caused by the access to the National Guard Dock and facilitate development. For CBJ, the easement through Franklin Dock property is critical for Seawalk construction.

The National Guard Dock has a very small uplands footprint. Mr. Stoops is also interested in leasing the adjoining tidelands from CBJ. He proposes to make up the difference in property values in credit towards lease payments. The National Guard Dock is the property between the Franklin Dock and the Petro Marine property, it has difficult access through the Franklin Dock property. The dock is in disrepair and is a liability to CBJ - the only recent uses are the Tagish, which sank at the dock, and the Sea Pro spill response boats. Docks & Harbors is able to relocate Sea Pro.

Petro Marine and Franklin Dock Enterprises have a shared interest in constructing a float that could accommodate a small number of yachts or other mid-size vessels, as represented in Attachment A.

The Docks & Harbors Board discussed the proposal on August 21 and did not object to the proposal. The Docks & Harbors Board will submit a letter to the Assembly asking for a Negotiated Sale/Lease/Exchange per §53.09.260.

Recommended action: Forward the proposed land exchange to the full Assembly for approval.

Attachments:

- Attachment A – Labeled Seawalk Rendering
- Attachment B – Aerial View of Property
- Attachment C – Appraisal of Franklin Dock Property
- Attachment D – Appraisal of National Guard Dock Property



MEMORANDUM

DATE: May 30, 2024
TO: Assembly Committee of the Whole
FROM: Alexandra Pierce, Visitor Industry Director
SUBJECT: Seawalk Update

The Assembly has not received a formal update on the seawalk in over a year, and the body will need to make several key decisions on this important community project over the coming months. At this juncture, staff is looking for guidance on some key questions around financing options and for Assembly direction to start work on a land swap with the Franklin Dock. The project components are outlined below.

Franklin to A.J. Dock Connection

This is a complex project with multiple stakeholders. All relevant parties have hired PND Engineers to develop a design that accounts for our mutual needs (Attachment A – note that this plan is the latest iteration and is not yet finalized).

Franklin Dock

Reed Stoops, representing the Franklin Dock, has requested to trade the National Guard Dock for an easement on Franklin Dock property. The easement is valued at \$164,500, and the National Guard Dock is valued at \$306,000. The trade would clear up encumbrances on Franklin Dock property and facilitate construction of the seawalk. The National Guard Dock has a very small uplands footprint. Mr. Stoops is also interested in leasing the adjoining tidelands from CBJ. He proposes to make up the difference in property values in credit towards lease payments. The National Guard Dock is the property between the Franklin Dock and the Petro Marine property, it has difficult access through the Franklin Dock property. Mr. Stoops is very motivated to complete the land trade because it will allow the Franklin Dock group to clear up encumbrances on the land caused by the access to the National Guard Dock and facilitate development. The dock is in disrepair and is a liability to CBJ - the only recent uses are the Tagish, which sank at the dock, and the Sea Pro spill response boats. Docks & Harbors is able to relocate Sea Pro.

Petro Marine and Franklin Dock Enterprises have a shared interest in constructing a float that could accommodate a small number of yachts or other mid-size vessels, as represented in Attachment A.

Pending Assembly direction, the next step is to begin work on the land swap.

Petro Marine

Petro Marine also has redevelopment plans for its property. There are plans to replace the fuel dock. The challenge of the seawalk development has long been how we get past the fuel dock, due to security concerns with cruise ship passengers and active fueling. We believe we have reached a solution with a gate that would close off the seawalk for approximately 30 minutes at a time while crews connect and disconnect the fuel lines. Petro Marine is interested in coordinating with the city on common needs

including permitting efficiencies and other creative solutions that make this project a good deal for both CBJ and Petro Marine.

The next step is to meet with the Coast Guard to discuss safety requirements and to discuss and determine what both parties need to proceed with 30% design and with initial permitting.

A.J. Dock

The only A.J. Dock property affected by the project is a small triangle of land at the property line. CBJ proposes to purchase that land at appraised value of \$23/square foot.

The next step is to finalize the design and determine the exact value of the land required for construction.

Project Cost:

The most recent estimate for the work was prepared in August 2019 for approximately \$18 million (about \$25 million at today's construction costs). The scope was slightly different and more complicated, but the Assembly should think of this as a \$20-25 million project.

Deck-overs

These are the seawalk "holes" between the Marine Park Garage and the Tram. CBJ is currently working with a rough estimate of \$4 million to complete the deck over projects. The next steps are to determine the exact scope of the project and get an updated estimate, including revisiting the Assembly discussion of which areas should be decked over.

Fishermen's Memorial

The Fishermen's Memorial is slowly falling into the water and the supporting structure needs repair. There are no recent cost estimates for this work, but we can anticipate needing to fund this work within the next few years. The next steps are to determine the exact scope and get a cost estimate.

Financing:

We currently have \$5,692,481 in the Seawalk CIP. I recommend that we pursue debt financing using Marine Passenger Fees to complete all of the above projects or just the Franklin to A.J. connection. This will come back to the Assembly for final review and approval.

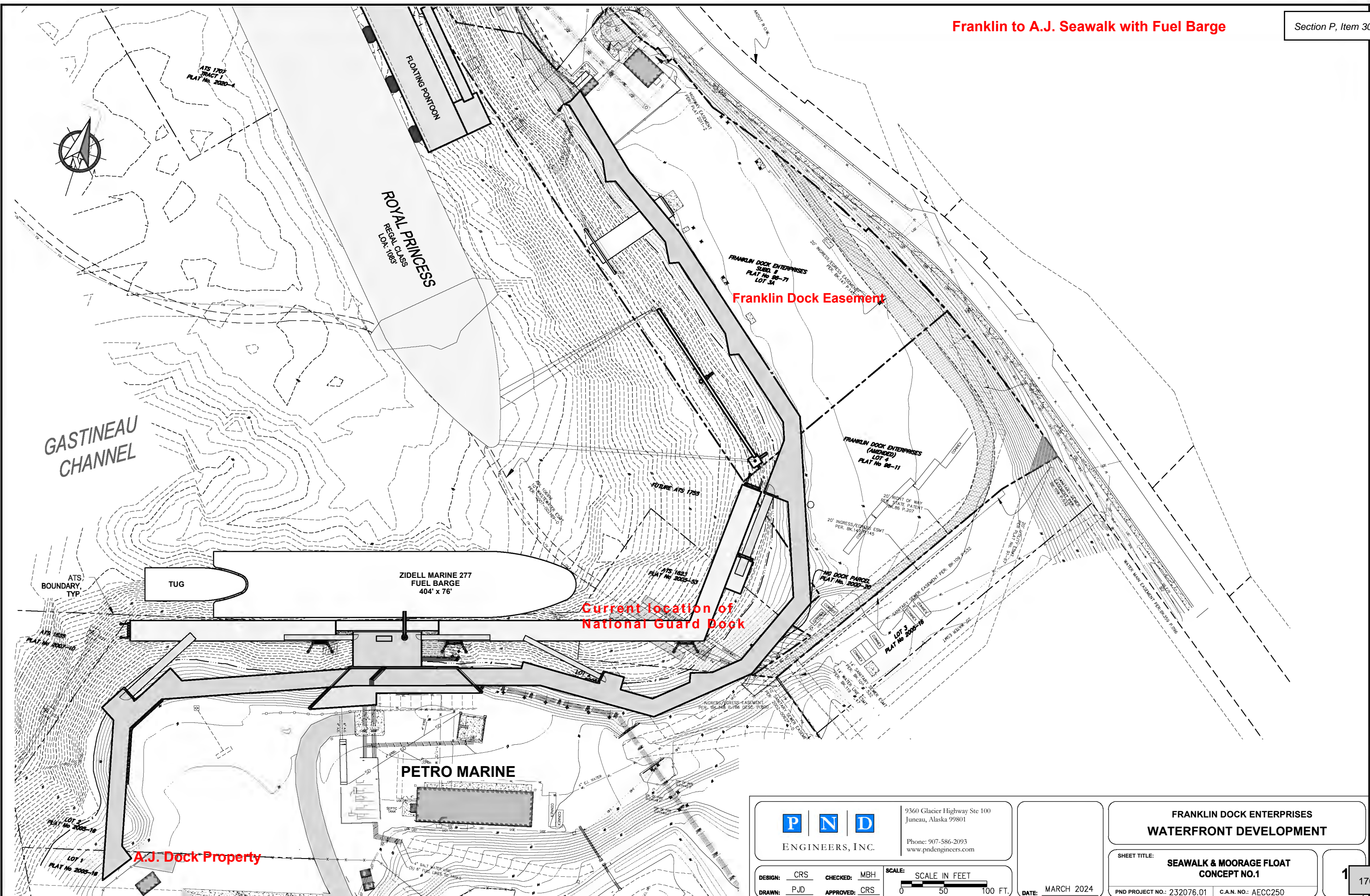
Assembly Action:

Staff recommends that the Assembly direct staff to begin work on a land swap with the Franklin Dock that trades the National Guard Dock for the seawalk easement.

Provide the following guidance of debt financing: direct the Finance Director to research one large debt package for all Seawalk projects or for the Franklin to A.J. connection only.

Attachments:

A – Current Iteration, Franklin Dock to A.J. Dock Seawalk Connection Plan



PND
ENGINEERS, INC.

9360 Glacier Highway Ste 100
Juneau, Alaska 99801
Phone: 907-586-2093
www.pndengineers.com

DESIGN: CRS CHECKED: MBH SCALE: SCALE IN FEET
DRAWN: PJD APPROVED: CRS 0 50 100 FT.

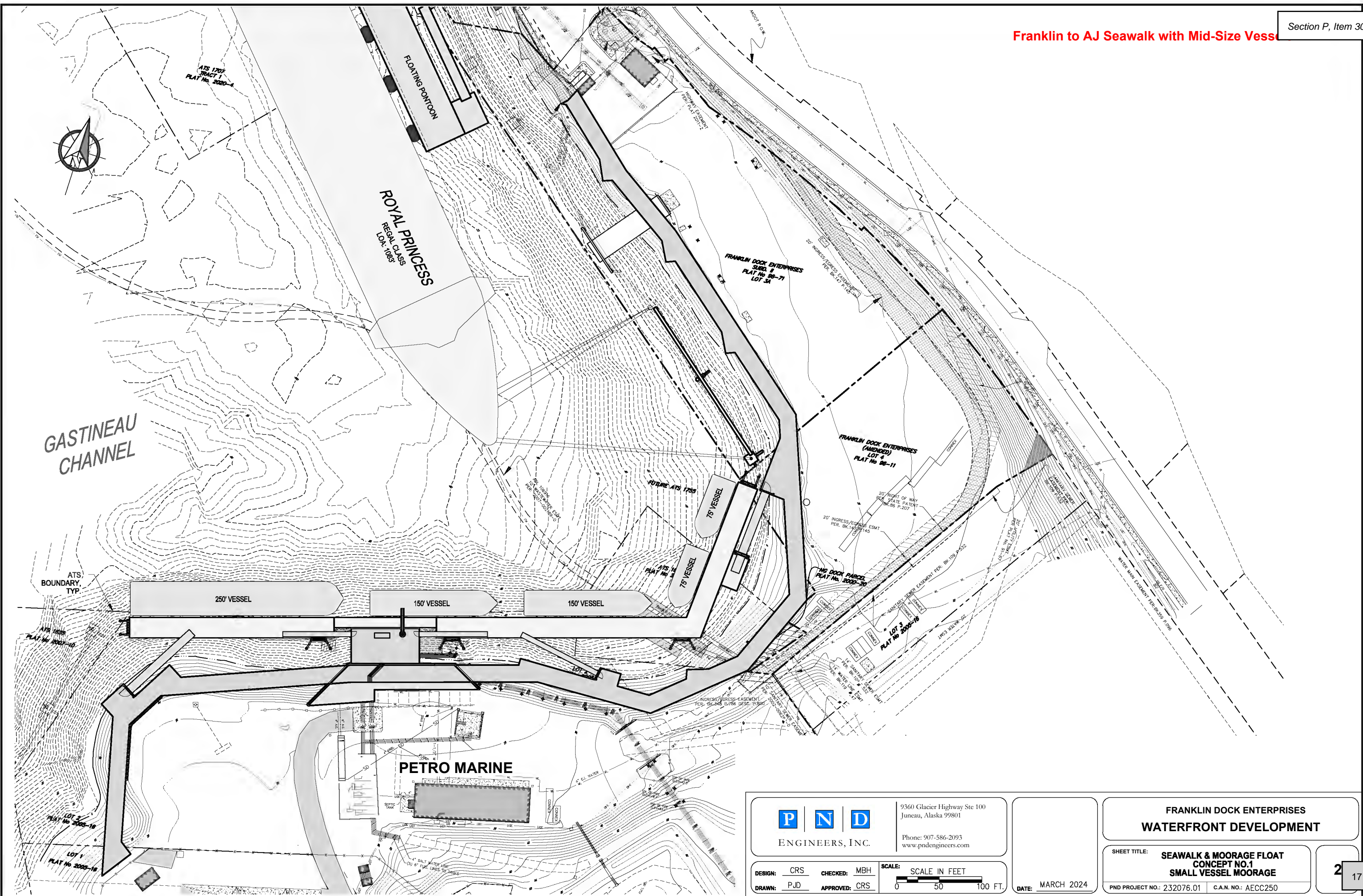
DATE: MARCH 2024

**FRANKLIN DOCK ENTERPRISES
WATERFRONT DEVELOPMENT**

SHEET TITLE: **SEAWALK & MOORAGE FLOAT
CONCEPT NO.1**

PND PROJECT NO.: 232076.01 C.A.N. NO.: AECC250

Franklin to AJ Seawalk with Mid-Size Vessels



		9360 Glacier Highway Ste 100 Juneau, Alaska 99801 Phone: 907-586-2093 www.pndengineers.com	
DESIGN: CRS	CHECKED: MBH	SCALE: SCALE IN FEET 	
DRAWN: PJD	APPROVED: CRS		

DATE: MARCH 2024

FRANKLIN DOCK ENTERPRISES WATERFRONT DEVELOPMENT	
SHEET TITLE: SEAWALK & MOORAGE FLOAT CONCEPT NO.1 SMALL VESSEL MOORAGE	
PND PROJECT NO.: 232076.01	C.A.N. NO.: AECC250