



ASSEMBLY COMMITTEE OF THE WHOLE AGENDA

March 16, 2026 at 6:00 PM

Assembly Chambers/Zoom Webinar

Assembly Committee of the Whole Worksession - No Public Testimony will be taken.

<https://juneau.zoom.us/j/95424544691> or 1-253-215-8782 Webinar ID: 954 2454 4691

A. CALL TO ORDER

B. LAND ACKNOWLEDGEMENT

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

C. ROLL CALL

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

1. 2026-02-23_Assembly-COW_Minutes-Draft

[Minutes will be uploaded to Supplemental Materials by Monday, prior to the meeting]

2. 2025-03-17_Assembly-COW_Minutes-Draft

F. AGENDA TOPICS

1. Ordinance 2025-01(b)(AF) An Ordinance Appropriating \$208,487 to the Manager to Extend Emergency Sheltering Services at 1325 Eastaugh Way from April 15 to June 30, 2026; Funding Provided by General Funds.

2. Ordinance 2026-15 An Ordinance Authorizing the Manager to Dispose of 155 Heritage Way (City Hall).

3. Ordinance 2026-12 An Ordinance Amending the City and Borough Title 69 Code Relating to a Tax on Peer-to-Peer Vehicle Sharing Within a Designated Zone Around Cruise Ship Docks.

G. STAFF REPORTS

H. NEXT MEETING DATE - APRIL 13, 2026 AT 6:00PM

I. SUPPLEMENTAL MATERIALS

1. Informational: Email Correspondence
2. 2026-02-23_Assembly-COW_Minutes-Draft

J. ADJOURNMENT

ADA accommodations available upon request: Please contact the Clerk's Office 36 hours prior to any meeting so arrangements can be made for closed captioning or sign language interpreter services depending on the meeting format. The Clerk's Office telephone number is (907) 586-5278, e-mail: city.clerk@juneau.gov.

ASSEMBLY COMMITTEE OF THE WHOLE WORKSESSION **DRAFT** MINUTES



March 17, 2025 at 6:00 PM

Assembly Chambers/Zoom Webinar

A. CALL TO ORDER

Mayor Weldon called the meeting to order at 6:01p.m.

B. LAND ACKNOWLEDGEMENT

Mr. Kelly provided the following 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

Assemblymembers Present: Mayor Weldon (presiding), Deputy Mayor Greg Smith (via Zoom), Wade Bryson, Alicia Hughes-Skandijs, Christine Woll, Paul R. Kelly, Ella Adkison, Neil Steininger, and Maureen Hall.

Assemblymembers Absent: None

Staff/Others Present: Deputy City Manager Robert Barr, City Attorney Emily Wright, City Clerk Beth McEwen, Deputy City Clerk Andi Hirsh, Meeting Tech Kevin Allen, Assistant Attorneys Sherri Layne and Nicole Lynch, Parks & Recreation Director George Schaaf, Engineering Associate Nick Druyvestein, Visitor Industry Director Alix Pierce, Port Director Carl Uchtyl, Juneau Police Chief Derek Bos, Alaska Department of Law Criminal Division Director Angie Kemp, and Huna Totem Corporation President Russell Dick

D. APPROVAL OF AGENDA

Mayor Weldon noted that they would move the Body Worn Camera agenda item to immediately follow the Commercial Use of Parks agenda topic. *Hearing no objection, the agenda as amended passed by unanimous consent.*

E. APPROVAL OF MINUTES

1. May 6, 2024, Assembly COW DRAFT Minutes
2. June 3, 2024, Assembly COW DRAFT Minutes

MOTION by Ms. Hughes-Skandijs to approve the May 6, 2024, and June 3, 2024, Committee of the Whole minutes and asked for unanimous consent. *Hearing no objection, motion passed by unanimous consent.*

F. AGENDA TOPICS

3. Commercial Use of Parks

Parks and Recreation Director George Schaaf provided an overview of the new Commercial Use of Parks draft plan. He talked about the lengthy public process and public input they used to develop the new plan. Mr. Schaaf said the new plan would allow CBJ to be more adaptive and flexible as changes occurred in the tourism industry or the community.

In speaking to the current Commercial Use of Parks plan, Mr. Schaaf said it was developed in 2001 and the recommendations from that plan were still in place today. He said the plan needed to be updated as Juneau had developed new trails and parks since then, as well as massive changes in the tourism industry during that time. He noted that visitation and revenue generated were relatively flat until after the pandemic, despite tourism

visitation increasing over 200%. He said after the pandemic CBJ started managing vehicle-based tours at Overstreet Park and Brotherhood Bridge Park, which included the flat \$3.50 fee per person that had not increased since 2016.

He said 95% of commercial use of parks was at Rainforest Trail and Last Chance Basin, but that many summer visitors were independently using trails and parks. He said that based on community feedback the new plan established categories of commercial use for limited locations, prohibited commercial use in other areas, and implemented adaptive management. He said that commercial use would be prohibited in 24 parks and on 38 trails, about 85% of trails managed by CBJ by mileage. He said for adaptive management they would use large datasets from cell phones to see usage and will review the guidelines every three years to adapt things as needed.

He said the next step was for the Assembly to adopt these recommendations by resolution.

Ms. Hughes-Skandijis asked about percentage of commercial use of parks. Mr. Schaaf said about 70% of parks would not allow commercial use.

Mr. Smith asked about federal or state trails. Ms. Pierce said they looked at commercial use of trails by other entities, which mostly fall near the Mendenhall Glacier. She said the Treadwell Ditch Trail was jointly managed by CBJ and the United States Forest Service which was a trail they did not want to see commercial use on.

Mayor Weldon asked about Sunshine Cove and Pioneer Road. Ms. Pierce said one commercial operator had tried to make Sunshine Cove work but that it was too far away to be practical, which was why it was removed as a commercial use location on the new draft plan. Ms. Pierce said Pioneer Road was not managed by Parks and Recreation, but that the new adaptive management framework would allow new, unique, or unconventional commercial uses to be considered for CBJ lands.

Mayor Weldon shared that this was Mr. Schaaf's last meeting as Parks and Recreation director and Assemblymembers shared memories of and well wishes for Mr. Schaaf.

MOTION by Mr. Bryson to move the Commercial Use of Parks draft plan to the full Assembly.

Hearing no objection, the motion passed by unanimous consent.

4. Body Camera Footage: Release in Post-Shooting/Traumatic Incidents

Ms. Wright said the Assembly requested an ordinance for the release of body worn camera footage, especially after an officer involved shooting. She said the draft ordinance was created by talking with the Juneau Police Department (JPD), three Assemblymembers, and the State of Alaska. She said the ordinance required JPD to release body worn footage 30 days after an incident, with one potential 10-day extension at the request of the prosecuting or reviewing agency. She said the State of Alaska Office of Special Prosecutions traditionally and historically reviewed all officer involved shootings but had no statutory requirement to do so. She said the Assembly needed to make a policy call that balanced the need for transparency and active investigation by a law enforcement agency. Ms. Wright said that nationwide body worn cameras were relatively new; JPD implemented them in 2017.

Angie Kemp, Alaska Department of Law Criminal Division Director, said the Office of Special Prosecutions (OSP) was within the Criminal Division. She said Alaska was unique from other states by only having one crime lab and medical examiner's office, both in Anchorage. Ms. Kemp said when an officer involved shooting occurred OSP, the State Troopers, and the Alaska Bureau of Investigation would conduct interviews and collect evidence. She said there was an inherent delay in receiving forensic evidence reports, which often left the OSP waiting weeks or months for evidence needed for their preliminary review. She said there was no rigid timeline she could provide on how long an investigation might take and that their priority was to protect the integrity of the investigation.

Ms. Kemp, speaking about the proposed ordinance, said that what qualified as a traumatic event or shooting was not defined. She thought the language of the ordinance might be broader than the intent behind it. She noted

that Anchorage's policy also included exceptions to protect confidential sources or for other privacy reasons which was not found in this ordinance.

Ms. Adkison asked what OSP could do to reduce investigation time. Ms. Kemp said OSP had recently shifted caseloads to allow officer involved shootings to be investigated more quickly and that they were endeavoring to get reviews done within 60 days. She noted that current investigations, thanks to body worn cameras, generally had a higher volume of evidence than cases from 10 or 15 years ago.

Ms. Woll asked how releasing the footage could impact the investigation, especially given that most incidents were also captured on people's cell phones. Ms. Kemp gave an example from a previous non-officer involved shooting case where they had to re-interview a witness. She said a rigid timeline would absolutely affect criminal prosecution. She then gave a hypothetical example where a suspect was able to taint an interview with a witness after seeing them on the body worn cameras.

Ms. Hughes-Skandijs asked how often OSP was meeting their 60-day goal. Ms. Kemp said the last two investigations were completed within 60 days.

Ms. Adkison asked if the agency could delay the release of footage with a court order. Ms. Kemp said yes but that court order proceedings were public. She also noted it would make OSP regularly litigate against CBJ.

Mr. Kelly asked how other jurisdictions handled releasing body worn footage. Ms. Kemp said this was a fairly new area of law. She said there were 16 states and the District of Columbia that have legislation and that many of the states allowed exceptions for ongoing investigations or other privacy interests. She said that Colorado was on the stricter side and had a 21-day disclosure but also required someone to complain to start the 21 days. Ms. Wright said that Minnesota, where George Floyd was killed, had a 14-day release for body worn camera footage. She reiterated that the Assembly needed to balance the public need for transparency with the investigations need for secrecy. She said that lots of communities and states have said they think it's worthwhile to provide the transparency to the public even at the risk of a future prosecution. Chief Bos said he came from Colorado and noted there was always a complaint, so that the footage was always released at 21 days. He said he had not seen a video released at 21 days that prohibited prosecution.

Mr. Bryson asked about changing the ordinance language to better support potential prosecutions. Ms. Kemp said adding a definition of a traumatic incident and adding exemptions would be helpful. Mr. Bryson asked if the ordinance could be rewritten to allow for easy exemptions. Ms. Wright said yes but noted that the previous direction had been to provide as little wiggle room as possible for the Police Chief and City Manager. Chief Bos said he would support specific delays to releasing video if necessary, but that his preference was for the ordinance as written.

Ms. Smith asked Ms. Kemp what her preferred release timeline would be. Ms. Kemp said that 60 days would satisfy the State's concerns in most instances

Ms. Hughes-Skandijs asked if traumatic incident was defined in JPD policy. Ms. Wright said that it was defined in JPD Policy 2.001 Post Shooting – Traumatic Incident as "An incident where the use of force causes death or serious physical injury to an officer or another person."

The Assembly discussed whether to make amendments tonight, move the ordinance for introduction, or to keep it in the Committee of the Whole.

Chief Bos said he thought it was a well written ordinance and that it would be a useful tool to help JPD be transparent and accountable to the public.

MOTION by Ms. Hughes-Skandijs to request the ordinance be amended to include a cross reference to JPD policy regarding traumatic incidents before it is set for introduction at the next Assembly meeting and asked for unanimous consent. **Hearing no objection, motion passed by unanimous consent.**

MOTION by Mr. Kelly to introduce the amended ordinance at the next Assembly meeting and refer it back to the Committee of the Whole and asked for unanimous consent. *Hearing no objection, motion passed by unanimous consent.*

5. Ordinance 2025-22 An Ordinance Authorizing the Manager to Negotiate and Execute a Tidelands Lease for the Purpose of Waterfront Commercial Activities.

Mr. Barr said the Assembly did not have much opportunity to discuss this lease, which could result in a new cruise ship dock, due to the appeal of the Planning Commission decision which had put the Assembly in a quasi-judicial role. He said conversation tonight, any amendments, and the eventual decision would go to a regular Assembly meeting.

Mayor Weldon said various Assemblymembers had proposed a number of amendments to ordinance 2025-22. Ms. Hughes-Skandijs asked to start by having a general discussion, making sure they included a no-dock option.

Ms. Hughes-Skandijs said CBJ unsuccessfully bid on the land in 2019 and that a decision had been hanging over the community ever since. She said many members of the public have been frustrated with the process where it felt like there was no room to discuss if another dock should exist compared to the conditions under which a dock may exist. She said the lease was a mechanism where the Assembly could make space for that discussion.

Mr. Bryson complimented Huna Totem Corporation for their public outreach they've done on the project so far.

Mr. Smith said that the appropriate level of tourism was a significant community discussion, and that this project was part of that discussion.

Ms. Woll said this did not feel like the right venue for this conversation, as many of the stakeholders were not present. She said part of the Assembly process was to figure out under what conditions they said yes to another dock, which was what they were working on.

Mayor Weldon said the Assembly has made decisions on a fifth dock for years, including in the Long Range Waterfront Plan and the Visitor Industry Task Force recommendations. She said this had been a slow process.

MOTION by Mr. Bryson to move Ordinance 2025-22 to the Assembly for Public Hearing.

OBJECTION by Mr. Smith for purposes of amendment.

AMENDMENT#1 by Mr. Smith to add a new section to the lease stating "Huna Totem Corporation/Aak'w Landing must provide the CBJ with written assurance from the US Coast Guard (USCG) which demonstrates that the project will not impede icebreaker docking in Juneau. Huna Totem can start work with the understanding any work undertaken is at their own risk." In speaking to his amendment Mr. Smith said that the icebreaker provided economic development and economic diversity to Juneau and that it was important the cruise ship dock did not impede the icebreaker being home ported in Juneau.

OBJECTION by Mr. Kelly for a question. He asked if this amendment would allow Huna Totem to begin construction before receiving the tideland leases from the State of Alaska. Mr. Barr said the manager would take all the amendments being adopted tonight as direction to include as terms and conditions in the final lease negotiations. He said the final lease would come before the Assembly again. Ms. Wright said, absent any other amendment, there was no limitation on when Huna Totem could start work.

Mr. Bryson asked if negotiations would stall if the USCG did not provide assurance. Ms. Pierce said if this amendment passed and they did not receive written assurance from the USCG it could potentially hold the project back. Ms. Pierce said if they did not receive assurance from USCG they would want to bring it back to the Assembly for discussion because of how important the issue was to the community. Mr. Bryson asked who would be responsible for those discussions. Mr. Barr said Huna Totem.

Mr. Steininger asked about timing. Ms. Pierce said it depended on how much the Assembly wanted to allow Huna Totem to proceed at their own risk.

Mr. Smith asked when the lease would be signed, should this ordinance pass. Ms. Wright said the lease signing was conditioned upon the conveyance of the State tidelands to CBJ. She said it would depend upon how quickly the State conveyed the tidelands which could be anywhere between days and multiple years. Mr. Smith said he was fine with his original amendment as the tidelands probably would not be conveyed in days.

Mr. Kelly removed his objection.

OBJECTION by Mr. Steininger, who said he was concerned that CBJ was asking a federal agency to make assurances at a time when the federal government did not have much certainty.

Roll Call Vote on Amendment #1:

Yeas: Smith, Hall, Adkison, Kelly, Woll, Hughes-Skandijs, Bryson, Weldon

Nays: Steininger

Motion passed, 8 yeas to 1 nay.

OBJECTION by Mr. Kelly on the main motion for purposes of amendment.

AMENDMENT #2 by Mr. Kelly to add the following clause “Whereas, workforce housing is a priority of the CBJ and Aak’w, therefore the Assembly intends that a portion of the lease amount be allocated to the Affordable Housing Fund” and asked for unanimous consent. In speaking to his motion, Mr. Kelly said that normally funds received from this project would go to Docks and Harbors but that he wanted the proceeds to benefit the entire community. He said his intent was to use this whereas clause to direct the manager for when she crafts the budget.

OBJECTION by Mr. Bryson, who said he did not want to bind future Assembly’s, pointing out that the Affordable Housing Fund may not be a useful vehicle for Assembly action in future decades. He said they could instead give direction to the City Manager to increase the Affordable Housing Fund. Ms. Adkison said a whereas clause in a lease was the wrong vehicle to do this. Ms. Woll agreed.

Ms. Hughes-Skandijs said she would support the amendment because she appreciated the intent language, noting the actual wording was non-binding.

Mr. Smith asked how staff would interpret this whereas clause. Mr. Barr said they would create a rational formula for what portion of the lease proceeds would be allocated to the Affordable Housing Fund each year.

Roll Call Vote on Amendment #2:

Yeas: Kelly, Hughes-Skandijs, Smith

Nays: Woll, Adkison, Bryson, Hall, Steininger, Mayor Weldon

Motion failed, 3 yeas to 6 nays.

OBJECTION by Mr. Kelly to the main motion for purposes of amendment.

AMENDMENT #3 by Mr. Kelly to add “Whereas, the CBJ recognizes the environmental impact that the cruise industry has on our pristine waters and will work to identify lease incentive options to increase clean fuel usage and shore power development” and asked for unanimous consent. In speaking to his amendment, Mr. Kelly said he wanted to incentivize responsible behavior in the cruise industry.

OBJECTION by Mr. Bryson who said that CBJ did not have mechanisms for enforcement.

Mr. Kelly noted that this amendment was about providing incentives for good behavior, not enforcing violations or seeking punishment.

Ms. Woll asked staff how this would work. Mr. Barr said they would talk with Huna Totem about potential lease incentive options for clean fuel usage and shore power development, which would need to come back to the

Assembly. Ms. Pierce said they would need to consult with the Alaska Department of Environmental Conservation as there was no good way, beyond self-reporting or inspections, to determine what fuel a ship was burning. She said there was a voluntary agreement through Cruise Lines International Association (CLIA) member lines to burn MGO (Marine Gasoil) in the Gastineau Channel.

Mr. Smith said he appreciated the intent but did not think lease incentive options were the right vehicle for achieving this goal.

Mayor Weldon said the Planning Commission required Huna Totem to develop shore power when an appropriately-sized line became available, so she did not want to incentivize them to do something they were legally required to do anyway.

Roll Call Vote on Amendment #3:

Yeas: Kelly

Nays: Woll, Hughes-Skandijs, Bryson, Adkison, Steininger, Hall, Smith, Mayor Weldon

Motion failed, 1 yea to 8 nays.

OBJECTION by Ms. Woll on the main motion for purposes of amendment.

AMENDMENT #4 by Ms. Woll to add the following language to Section 2 "...The City Manager shall include a right of first refusal clause in any lease of the tidelands, for purchase of the docks and adjacent upland property" and asked for unanimous consent. In speaking to her amendment, Ms. Woll said the City's original intent was to purchase the upland property; she noted that CBJ would not be obligated to purchase the property.

OBJECTION by Mr. Bryson to ask a clarifying question. Ms. Woll said it was her intent that if CBJ agreed to a lease and then Huna Totem wanted to sell the land instead of developing it, then CBJ would get to purchase those properties if they wished.

Mr. Kelly asked about tideland ownership. Ms. Wright said CBJ would still own the tidelands and was not turning over any ownership of that land. Ms. Wright said this amendment would allow CBJ to purchase the dock and the upland property.

Ms. Adkison asked if CBJ would need to negotiate a new tideland lease if Huna Totem sold the property. Ms. Wright said leases could be crafted to allow for a sublease, or CBJ could renegotiate the lease for a new period of time with the new owners.

Mayor Weldon asked about the mechanics of this amendment. Ms. Wright said Huna Totem had the right to sell or transfer internally within their organization, which would not trigger a right of first refusal. She said if an outside entity made an offer, CBJ would have the right to either match or decline that offer.

Mr. Bryson maintained his objection, saying CBJ could not afford to purchase the dock at fair market value once built, so he did not support the staff spending time on this.

Mr. Smith asked Huna Totem how it may affect their financing. Russell Dick, President of Huna Totem Corporation, said a first right of refusal acted as a non-compensated non-vested interest and reduced the amount of leverage they have for financing partners. He said first right of refusal was more common in their partnership agreements with joint investors.

Mr. Kelly asked about other CBJ leases or sales with first right of refusal. Ms. Wright said she knew one from about a year ago when CBJ sold waterfront property which was then combined into a larger parcel. She said it was not very common.

Members spoke for and against the amendment.

Roll Call Vote on Amendment #4:

Yeas: Woll, Adkison, Hughes-Skandijs, Mayor Weldon

Nays: Bryson, Kelly, Hall, Steininger, Smith

Motion failed, 4 yeas to 5 nays.

OBJECTION by Ms. Hughes-Skandijs to the main motion for purposes of an amendment.

AMENDMENT #5 by Ms. Hughes-Skandijs to add the following language to Section 2: "If Lessee violates any term or condition of the lease, including those detailed in the conditional use permit, the City may subject Lessee to enforcement action under CBJ 49.10.600-660 and impose a per violation, per day penalty" and asked for unanimous consent. Ms. Hughes-Skandijs said she expected Huna Totem to be a good partner but wanted to build financial disincentives into the lease.

Hearing no objection, Amendment #5 passed by unanimous consent.

OBJECTION by Ms. Hughes-Skandijs to the main motion for purposes of an amendment.

AMENDMENT #6 by Ms. Hughes-Skandijs to add "Whereas, the Assembly fully supports the use of project labor agreements (PLAs) and their use in city project, the Assembly encourages Huna Totem to work closely with local construction companies and utilize our union hiring halls and apprenticeship programs" and asked for unanimous consent.

Hearing no objection, Amendment #6 passed by unanimous consent.

OBJECTION by Ms. Hughes-Skandijs to the main motion for purposes of an amendment.

AMENDMENT #7 by Ms. Hughes-Skandijs to add to Section 2 "the Assembly prioritizes the collaborative scheduling of cruise ships in our community, to ensure that all parties adhere to the five ship limit as well as the agreed upon passenger limits, Assembly encourages Huna Totem to actively participate in the annual scheduling meetings" and asked for unanimous consent. She said she wanted the five ship limit to be in the enforceable part of the lease, not in the whereas clause section.

OBJECTION by Mayor Weldon for purposes of a question. She asked about the annual meeting. Ms. Pierce said the meetings functioned more like a small multi-party discussion process instead of a single large meeting where everyone came together. Mayor Weldon removed her objection.

Hearing no objection, Amendment #7 passed by unanimous consent.

OBJECTION by Ms. Hughes-Skandijs to the original motion for purposes of an amendment.

AMENDMENT #8 by Ms. Hughes-Skandijs to add to Section 2 "The annual lease rent for the first five-year period of the term shall be not less than _____ plus sales tax. The annual rent due is divided into twelve equal installments due at the beginning of each month. Rent shall accrue on the effective date of this lease. The Manager or designee shall review and adjust the annual rental payment every fifth year of the lease in accordance with CBJC 53.20.190(d) and CBJC 85.02.060(a)(5)". In speaking to her amendment, Ms. Hughes-Skandijs said legally CBJ could not go below fair market value for a lease, but that they did have the capacity to go above fair market value. She recommended setting a price well above fair market value.

OBJECTION by Mr. Bryson. He said he hesitated to go above fair market rate, as CBJ owned two docks directly in competition with Huna Totem.

Ms. Woll asked about an appraisal. Ms. Hughes-Skandijs said the appraisal would provide fair market value number, and they could put fair market value plus a percentage in where the blank currently was in the amendment. Ms. Hughes-Skandijs said she wanted to understand other members' general appetite for going above fair market value.

Members spoke for and against going above fair market value.

Ms. Hughes-Skandijs withdrew her motion.

Mayor Weldon handed the gavel over to Mr. Bryson to preside.

OBJECTION by Mayor Weldon to the main motion for purposes of an amendment.

AMENDMENT #9 by Mayor Weldon to add to Section 2 “The dock may only accommodate vessels with no more than 4400 passengers lower berth capacity” and asked for unanimous consent. Mayor Weldon said she wanted to prevent the largest cruise ships which can hold 7000-8000 passengers from coming to Juneau and that if the daily passenger limit stays in place she did not want one large cruise ship to keep other docks from hosting any ships. She said current ships that visited Juneau were below the 4400-passenger limit.

OBJECTION by Ms. Adkison for purposes of a question. She asked Ms. Pierce about the largest cruise ships visiting Juneau. Ms. Pierce said cruise ships were getting larger, but that Alaska currently did not have the dock infrastructure everywhere to accommodate the largest ships. She said that a decade ago a 4000-passenger ship would have seemed preposterous and that there was significant infrastructure investment in the region. Ms. Adkison withdrew her objection.

Mr. Kelly asked about the lower berth capacity. Ms. Pierce said it was the industry standard for measuring ship size and was based on the double occupancy of cabins on a ship. She said a ship could sail under or over capacity.

OBJECTION by Mr. Smith, as he supported the principal of best ship best dock. Ms. Woll and Mr. Steininger agreed, noting that CBJ had not imposed size limitations on their own docks.

Ms. Hughes-Skandijs, Ms. Hall, and Mr. Kelly spoke in support of this amendment.

Mr. Smith asked if this amendment would affect Huna Totem’s financing. Mr. Dick said building the dock was a very expensive project and that anything that limited or restricted their ability to generate revenue would impact their ability to finance the project. Ms. Adkison asked about current ship sizes. Mr. Dick said the dock would be around for 35 to 50 years and that they did not know what the cruise industry would look like then. He said adding restrictions made it more challenging.

Mayor Weldon said the goal of this amendment was to stop additional growth of ships, as all ships currently on the Juneau market fell under this cap. She said she would be fine with this limitation also being applied to the CBJ owned docks.

Roll Call Vote on Amendment #9:

Yeas: Hall, Adkison, Kelly, Hughes-Skandijs, Mayor Weldon

Nays: Bryson, Woll, Steininger, Smith

Motion passed, 5 yeas to 4 nays.

OBJECTION by Mayor Weldon to the main motion for purposes of an amendment.

AMENDMENT #10 by Mayor Weldon to add to Section 2 “The Seawalk must remain unobstructed by commercial activities, except for special events or activities” and asked for unanimous consent.

Hearing no objection, motion passed by unanimous consent.

OBJECTION by Mayor Weldon to the main motion for purposes of an amendment.

AMENDMENT #11 by Mayor Weldon to add to Section 2 “No rental car facilities, including Turo or other peer-to-peer car rental marketplace services, will be authorized for operation at Aak’w Landing. The applicant will provide a circulator pick up and drop off area for licensed commercial passenger vehicles” and asked for unanimous consent.

Mr. Bryson disclosed that he was a Turo operator. He said the attorney did not believe he had a conflict of interest as he did not operate Turo in the downtown area.

Hearing no objections, motion passed by unanimous consent.

OBJECTION by Mayor Weldon to the main motion for purposes of an amendment.

AMENDMENT #12 by Mayor Weldon to add to Section 2 “Huna Totem will be permitted to begin building on city tidelands, with the understanding that any work undertaken is at their own risk, while the parties wait for a decision from the state. Once the state tidelands are conveyed, the City Manager will negotiate an amendment which encompasses the state tideland area” and asked for unanimous consent.

Hearing no objection, motion passed by unanimous consent.

Mayor Weldon resumed being the presiding officer.

Motion to move Ordinance 2025-22, as amended, to the Assembly for Public Hearing passed by unanimous consent.

6. Resolution 3098 A Resolution in Support of the City and Borough of Juneau’s Application to Acquire Tideland from the State of Alaska.

Ms. Pierce said this resolution was intended to move along with Ordinance 2025-22, in order for CBJ to officially apply for State tidelands.

MOTION by Ms. Hughes-Skandijs to move Resolution 3098 to the Assembly for Public Hearing and asked for unanimous consent.

Motion passed by unanimous consent.

G. STAFF REPORTS

Ms. McEwen provided updated dates for the 2025 Municipal Election.

H. NEXT MEETING DATE

I. SUPPLEMENTAL MATERIALS

J. ADJOURNMENT

With no further business to come before the Assembly Committee of the Whole, the meeting adjourned at 10:36 p.m.



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

TO: Deputy Mayor Smith & Assembly Committee of the Whole
DATE: March 16, 2026
FROM: Robert Barr, Deputy City Manager
RE: Annual operation of the Cold Weather Emergency Shelter (CWES)

At the March 9 Regular Assembly meeting, Ordinance 2025-01(b)(AF) was introduced and referred to the COW. This ordinance, if adopted, would appropriate \$208,487 to extend CWES operations from April 15 through the end of the fiscal year. If adopted, we would refer to the CWES as the Thane Emergency Shelter (TES) and it would continue to operate nightly with day transportation to and from the Glory Hall. Also, if adopted, staff would include year-round funding for the TES in the FY27 budget. The annual cost for operations is approximately \$1.1M – most of this is contractual costs for operations with a smaller amount for facility maintenance and repairs.

CBJ and our partners currently provide a significant number of housing options for our unsheltered population¹; however, the existing number of units is both insufficient for the number of individuals without housing and a small proportion of the population is not able to be successful in non-congregate housing for varied reasons. Recognizing that dispersed camping is a solution of last resort, staff, social service providers, and some Assemblymembers have been working over the winter to identify a location and an operator to provide emergency sheltering services as an alternative to dispersed camping. Extending the CWES into a year-round TES is the option that group and staff recommend. It is important to note this is possible this year, where it wasn't in prior years, due to St. Vincent de Paul having the capacity to perform the work. It is worth noting that staff capacity is an ongoing challenge throughout the social services sector.

For TES operations to be successful in the non-winter months, staff recommend stricter enforcement to prevent dispersed camping. Existing code provides that no person shall camp:

- On any part of a public right-of-way not designated for camping by an official sign;
- For a period in excess of 48 hours within the boundaries of any one area on a public right-of-way that is designated for camping;
- On City & Borough land within 1/2 mile of the same location for a period in excess of 48 hours

Additional code provisions and/or enforcement capacity may be desired depending on the actual use and behavior observed this summer assuming the TES extension is approved.

Recommendation:

Discuss, provide direction, and forward Ordinance 2025-01(b)(AF) to the full Assembly for public hearing and adoption.

¹ Cursory research indicates Juneau and Anchorage provide the most permanent supportive, transitional housing, and rapid recovery housing units per capita in Alaska when compared against other municipalities.

Presented by: The Manager
Introduced: March 9, 2026
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2025-01(b)(AF)

An Ordinance Appropriating \$208,487 to the Manager to Extend Emergency Sheltering Services at 1325 Eastaugh Way from April 15 to June 30, 2026; Funding Provided by General Funds.

WHEREAS, dispersed camping has negative impacts to public health, due to the accumulation of human waste, needles/drug paraphernalia, and garbage around campsites; and

WHEREAS, dispersed camping negatively impacts the unsheltered population due to not having access to amenities associated with shelter, including clean water and sanitation, respite from the elements and a dry and warm place to sleep; and

WHEREAS, CBJ and its social service partners currently provide many units of permanent supportive, rapid recovery, and transitional housing units; and

WHEREAS, nevertheless, the need for emergency sheltering continues to exist and a proportion of the unhoused population is not yet able to succeed in permanent supportive or transitional housing situations; and

WHEREAS, CBJ, through its partners, currently provides a cold weather emergency shelter between October 15 and April 15; and

WHEREAS, CBJ and the social services community has been seeking an alternative to dispersed camping between April 15 and October 15; and

WHEREAS, St. Vincent de Paul, the current operator of CBJ's cold weather emergency shelter, has conveyed they have capacity to operate year-round; and

WHEREAS, by providing an emergency shelter year-round, CBJ will be able to ensure shelter space is available at either its overnight shelter or day-services through social service partners and consistently enforce existing CBJ code to prevent dispersed camping; and

WHEREAS, if this ordinance passes, the Manager will include year-round funding in the FY27 budget now.

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 \$208,487 to extend emergency sheltering services at 1325 Eastaugh Way from April 15 to June 30, 2026.

Section 3. Source of Funds

General Funds \$ 208,487

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

Adopted this _____ day of _____, 2026.

Beth A. Weldon, Mayor

Attest:

Breckan L. Hendricks, Municipal Clerk



City and Borough of Juneau
City & Borough Manager's Office
155 Heritage Way
Juneau, Alaska 99801
Telephone: 907-586-5240 | Facsimile: 907-586-5385

TO: Deputy Mayor Smith and Committee of the Whole
FROM: Katie Koester, City Manager
DATE: March 16, 2026
RE: Disposal of 155 Heritage Way, City Hall

This memo seeks a recommendation regarding the disposal of 155 Heritage Way (City Hall). Following the [Feb. 23 LHED](#) meeting, [Ordinance 2026-15](#) was introduced to sell the property via sealed competitive bid with a \$2.5M minimum bid. The minimum bid amount was determined with input from the City Assessor. Ordinance 2026-15 was introduced on March 9 and referred to the Committee of the Whole. The title is broad enough that this body could recommend a substitute that proposed a different method of disposal without reintroducing an ordinance.

Timeline

While this decision is not immediately urgent, all options will require significant time. The proposed budget does not cover mothballing City Hall; to achieve full savings from the move to the Municipal Building (Burns) the CBJ must dispose of 155 Heritage Way. The Lands Division estimates disposal will take 9 months, with an additional 3-4 months and \$15,000–\$20,000 required if an appraisal is needed.

Background

155 Heritage Way was originally constructed as a fire station in the 1950s. The building is 21,884 square feet and sits on .25 acres. It is zoned mixed use, which means there is significant flexibility in how the land can be used. It is also inside the no parking required zone.

Methods of Disposal

Under CBJ City Code 53.09.210-270, the Assembly has many tools to dispose of property, including lottery, auction, over-the-counter, competitive bid, or negotiated sales¹ - provided the decision is justified by specific findings and it receives Assembly approval. To determine the best mechanism, the Assembly should first define its primary objective: is the priority maximizing the sale price, or maintaining control over future redevelopment? Once these goals are established, staff can recommend the most effective, code-compliant disposal method.

For example, a proposal could be a sealed competitive bid proposal with a minimum bid of \$2.5M that would be rated on the criteria of a) advancement of assembly goals; b) public benefit; and c) year-round occupancy. In contrast, sealed competitive bid without criteria will likely result in the highest dollar value. If the Assembly would like to put constraints on future development, such as a deed restriction that would likely lessen the value of the property and could present future enforcement challenges.

Recommendation: Uphold the LHED recommendation to sell 155 Heritage Way with a minimum bid of \$2.5M via sealed competitive bid and forward Ordinance 2026-15 to the Assembly for adoption.

To do something different than the LHED recommendation, discuss the following:

1. Do you want to put any conditions on the sale? If yes, please articulate.
2. Are you comfortable with \$2.5M as the minimum bid? You can set a higher minimum bid or have the property appraised.

Based on Assembly discussion, staff will propose a method of disposal that meets your goals.

Sealed competitive bid – to the highest bidder. This is the most common way CBJ disposes of property. A minimum bid is set and there is a period where bids are collected by sealed envelope with a \$500 application fee. During that time we may have site visits arranged for interested parties and provide information that is publicly available on the conditions of the facility and any relevant details. All of the envelopes are opened at once and the manager brings an Ordinance to the Assembly to dispose of the property to the highest bidder. This is how we disposed of the foreclosure property in downtown last year. An **outcry auction** is a version of competitive bid in a live auction instead of sealed envelope. A **lottery sale** is where applicants purchase a \$25 ticket for the chance to buy the property at fair market value.

Sealed competitive bid – post bid negotiations. This section of code allows for development conditions to be placed on the sale and for the manager to negotiate with the top bidder or top 2 bidders that meet those conditions. The conditions would need to be clearly stated and proposals would be evaluated based on them. The manager would rate proposals based on established criteria and bring a recommendation to the Assembly for approval. This would be how we are planning on developing Telephone Hill.

Negotiated sale

A negotiated sale is generally when an applicant approaches the city with interest in a parcel. The Assembly reviews the proposal and determines if the city should negotiate directly with the proposer or open the sale up to other bidders. If the Assembly gives the manager authority to work with the original bidder, staff negotiates a sale and brings it to the Assembly for approval. This is common where we have a neighbor wanting to purchase a small piece of land for access to their property, for example. If you have served on the LHED, you have seen a number of these come across your desk. The Assembly can dispose of the property for less than fair market value by ordinance. This includes government agencies and nonprofit organizations.

In summary, sealed competitive bid is best for the highest return. Sealed competitive bid plus a development proposal is best for return and some control over development terms. Negotiated sale is best for a sale at fair market value or less with maximum control over development terms.

Presented by: The Manager
Introduced: 03/09/2026
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2026-15

An Ordinance Authorizing the Manager to Dispose of 155 Heritage Way.

WHEREAS, the CBJ has owned the City Hall building at 155 Heritage Way since the 1950s when it was constructed as the downtown fire station; and

WHEREAS, the CBJ will be relocating the offices located in the City Hall building due to the failing infrastructure located at 155 Heritage Way; and

WHEREAS, the Assembly intends to use the proceeds from this disposal to offset the costs of purchasing new office space for City Hall employees; and

WHEREAS, the Assembly Lands Committee passed a motion of support on February 23, 2026, for disposal through the sealed competitive bid process with a minimum bid of \$2.5 million.

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 of Sale. Pursuant to CBJC 53.09.200-270, the Manager is authorized to advertise the following real property for disposal through the sealed competitive bid process, subject to the following:

- (A) **Property Description.** The property is described as in the Juneau Recording District, First Judicial District, State of Alaska, constituting approximately 2.35 acres, and further described as follows:
1. Lot 1, Block 79, Tidelands Edition
 2. Subject to reservations, exceptions, easements, covenants, conditions, and restrictions of record, if any.
- (B) **Sale.** The sale encompasses the entirety of the property 155 Heritage Way, including the building. The minimum acceptable bid shall be no less than \$2.5 million dollars.

- (C) **Use of Premises.** Buyer agrees to use the property consistent with the sealed competitive bid proposal.
- (D) **Utility Easement:** The City and Borough shall reserve a utility easement above, under and across all or any part of said lots for water, sewer, drainage and other utility purposes, including a right of access for the repair, replacement, improvement or expansion of said utilities.
- (E) **Purchase Payment Schedule.** The purchase price shall be due in full at closing unless city and borough financing is authorized. Any authorized financing shall not exceed a term of 10 years, shall bear interest at a rate of 10 percent per annum, and shall require a down payment of not less than 10 percent of the purchase price at closing.
- (F) **Taxes.** Buyer shall be responsible for any and all taxes related to or arising out of the possessory interest and for the improvements on the premises.
- (G) **Hold Harmless.** Any purchase and sale agreement shall require the Buyer to indemnify, defend and hold harmless the City and Borough, its officers and employees, volunteers, consultants and insurers for any claim related to or arising out of Buyer's use, operation, or maintenance of the premises during the term of this sale.
- (H) **Costs.** The Grantee is responsible for all closing costs and fees, including but not limited to title company fees, recording fees, and surveying.
- (I) **Title Insurance.** A title insurance policy shall be obtained, paid for by Grantee.
- (J) **Type of Deed.** The property shall only be conveyed with a warranty deed.
- (K) **Other Terms and Conditions.** The Manager may include other disposal terms and conditions as the Manager determines to be in the public interest.

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

Adopted this _____ day of _____, 2026.

Beth A. Weldon, Mayor

Attest:

Breckan L. Hendricks, Municipal Clerk



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

TO: Deputy Mayor Smith & Assembly Committee of the Whole

DATE: March 16, 2026

FROM: Robert Barr, Deputy City Manager

RE: Downtown peer-to-peer car rental congestion

During the past couple of summer seasons, there has been a substantial uptick in peer-to-peer car rental activity, facilitated through marketplace facilitators (e.g. Turo). One of the outcomes of this activity has been an increase in vehicle related congestion in parking garages, on downtown streets, and in general within proximity to cruise ship docks, whose passengers are presumably the primary users of these services. This type of congestion results in public costs that are not fully captured by the users of those services. Public parking in the downtown core is subsidized – neither on-street parking fines nor parking garage/lot fees currently pay for the costs associated with those services.

One method municipalities – and especially airports, including ours – have implemented to capture revenue to cover costs is to impose an excise tax on each peer-to-peer vehicle rental transaction that originates or ends within a designated geographic area. Draft legislation that accomplishes this is attached. At a high level, it would impose a 10% tax on top of other taxes or fees for all transactions that occur within the zone shown on Exhibit A.

At the February 23 Lands, Housing, and Economic Development Committee, two changes were requested and made:

- Map adjustments: Exhibit A originally was a simple 1/2 mile radius from existing cruise ship docks. This included some neighborhood areas that the committee thought were unlikely to be used for peer-to-peer transactions and were unnecessary to include in this potential legislation. The current map version is our attempt to confine the area to a central downtown area in close proximity to cruise ship docks.
- Public/private land distinction: Also based on LHED committee feedback, language was included in the current version of the ordinance to exclude this tax from peer-to-peer transactions that both originate and end on private property within the downtown zone.
 - Arguments in favor of this exclusion:
 - It is the impacts on public property (parking) that we are primarily attempting to mitigate and pay for.
 - Excluding private property provides an equalizing effect between peer-to-peer rental operators and traditional car rental companies, who typically operate from property they own and pay property taxes on.
 - Arguments in opposition of this exclusion:
 - Street congestion within this geographic area is the same regardless of whether rides begin or end on public vs private land, and mitigating street congestion during the summer months is an adjacent objective of this type of legislation.
 - Enforcement complexity is likely to increase and compliance and collections may subsequently decrease.

Recommendation:

Discuss, amend as desired, and forward to the Regular Assembly for introduction.

Presented by: The Manager
Presented: 02/19/2026
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2026-12

An Ordinance Amending the City and Borough Title 69 Code Relating to a Tax on Peer-to-Peer Vehicle Sharing Within a Designated Zone Around Cruise Ship Docks.

WHEREAS, in light of the increased prevalence of peer-to-peer vehicles taking up public parking near the cruise ship docks; and

WHEREAS, in response to this increase in parking, the City and Borough seeks to impose a tax on peer-to-peer vehicle rentals made within a designated zone around cruise ship docks; and

WHEREAS, the designated zone specified in this ordinance may be enlarged if and when new cruise ships docks are added in the City and Borough; and

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 69.05.062, Monthly remittance of estimated sales tax, is amended to read:

69.05.062 Monthly remittance of estimated sales tax.

- (a) Monthly deposit report. Every person making sales, rentals, or performing services within the City and Borough, including marketplace facilitators on behalf of renters or sellers, who incurs sales tax liability or a combined sales tax and hotel-motel tax liability, as levied under chapter 69.05, ~~or~~ chapter 69.07, or chapter 69.09, of \$1,000.00

1
2 or more in the month shall, on or before the 15th day of the month following the month
3 in which the tax liability was incurred, complete a monthly deposit report declaring
4 estimated sales tax liability and, if applicable, hotel-motel tax liability, for the month
5 and transmit the report to the City and Borough. If the 15th day is a Saturday, Sunday,
6 or federal, state, or City and Borough holiday, the due date will be extended until the
7 next business day. The United States Postal Service postmark shall determine the date
8 of filing for mailed reports.
9

10 (b) Amount of monthly remittance. At the time of transmitting the monthly deposit report,
11 the renter, seller, or marketplace facilitator on behalf of renters or sellers shall remit to
12 the City and Borough the total estimated amount of sales tax and, if applicable, hotel-
13 motel tax, due for the month for which the deposit report is filed.

14 (c) Penalties. A late filing penalty of \$25.00 shall be added to all late-filed monthly deposit
15 reports. In addition, late payment penalties will be assessed on monthly tax deposits
16 when the renter, seller, or marketplace facilitator responsible for collecting and
17 remitting sales tax on behalf of a renter or seller fails to remit at least 80 percent of the
18 total monthly sales tax and hotel-motel tax deposit due on or before the 15th day of the
19 month following the month for which the deposit is required. The late payment penalty
20 will be equal to one percent per month or fraction thereof of the total delinquent
21 monthly deposit balance due. The delinquent amount shall be the difference between
22 the total tax deposit due for the month and the amount of the deposit remitted by the
23 renter, seller, or marketplace facilitator on behalf of a renter or seller. The delinquent
24 monthly payment penalty will be assessed on the 16th day of each month or fraction of a
25

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2 month from the date of delinquency to the date of total payment or the due date of the
3 sales tax return covering the monthly payment period, whichever is earlier.

4 (d) Filing period adjustments. In addition to the monthly deposit and reporting
5 requirements set forth in subsections (a) and (b) of this section, renters, sellers, or
6 marketplace facilitators on behalf of renters or sellers are required to file period returns
7 and remit the remaining unpaid sales tax due as required in subsection 69.05.070(a),
8 69.05.090(a), or subsection 69.05.100(c). If the sales tax due and payable by the renter,
9 seller, or marketplace facilitator on behalf of a renter or seller, as required in
10 section 69.05.070, is less than the total amount of the monthly sales tax deposits
11 remitted to the City and Borough during that filing period, the excess balance will be
12 applied to the renter's, seller's, or marketplace facilitator's next monthly sales tax
13 deposit, unless the renter, seller, or marketplace facilitator elects in writing to have the
14 balance refunded.

15
16 (e) Any renter or seller who operates their business exclusively through a marketplace
17 facilitator is not responsible for collecting or remitting any sales tax under this chapter,
18 provided that the sales tax is being collected and remitted by the marketplace facilitator
19 on their behalf.

20
21 (Serial No. 91-34am, § 2, 1991; Serial No. 2018-38(b)(am), § 5, 9-17-2018, eff. 10-18-2018; Serial
22 No. 2025-23(b)am, § 2, 5-19-2025, eff. 6-18-2025)

23 **Section 3. Amendment of Title.** Title 69, Revenue and Taxation, is amended by
24 adding a new chapter to read:

25 **Chapter 69.09 CRUISE DOCK ZONE PEER-TO-PEER VEHICLE RENTAL
EXCISE TAX**

69.09.010 Definitions.

1
2 The following words, terms, and phrases, when used in this chapter, shall have the
3 meanings ascribed to them in this section, except where the context clearly indicates a different
4 meaning.

5 *Cruise ship* means a commercial passenger vessel that carries passengers, but does not
6 include any vessels:

- 7 (a) authorized to carry fewer than 20 passengers;
8 (b) that do not provide overnight transportation for at least 20 passengers for hire;
9 or
10 (c) that are operated by the United States, State of Alaska, or a foreign government.

11
12 *Cruise ship dock* means a dock, pier, wharf, float, or other berthing structure or facility
13 used for the docking or mooring of a cruise ship, including for passenger embarkation or
14 disembarkation, or receiving services or supplies in connection with passenger operations.

15 *Designated zone* means a geographic area defined or described in code.

16 *Host* means a renter or seller who, through a marketplace facilitator's physical or electronic
17 marketplace, offers their own property, product, or services for sale or rental to buyers, and
18 enters into the underlying transaction with the buyer.

19
20 *Marketplace facilitator* has the meaning provided in CBJC 69.05.010 and includes a hosting
21 platform that facilitates the rental of a motor vehicle by a vehicle owner to another person
22 through a physical or electronic marketplace.

23 *Originates within the designated zone* means that, at the time the rental period begins, the
24 peer-to-peer vehicle is parked within the designated zone.

1
2 *Peer-to-peer vehicle* means a motor vehicle offered or actively listed for rental by a host
3 through a peer-to-peer vehicle sharing marketplace, regardless of whether the vehicle is
4 actively rented at the time it is parked.

5 *Peer-to-peer vehicle rental* means the rental of a peer-to-peer vehicle facilitated by a
6 marketplace facilitator.

7 *Peer-to-peer vehicle sharing marketplace* means a marketplace, whether operated through
8 a website, mobile application, or other electronic platform, through which a person offers a
9 motor vehicle for rental to another person, and the marketplace facilitator, directly or
10 indirectly, facilitates the transaction.

11 *Total rental charges* means the total consideration paid by the renter for the peer-to-peer
12 vehicle rental, including any time-or mileage-based rental charge and any mandatory fees
13 charged to the renter as part of the rental transaction, but excluding:
14

- 15 (a) separately stated government taxes;
16 (b) penalties, citations, or fines; and
17 (c) refundable security deposits.

18 **69.09.010 Imposition of peer-to-peer vehicle rental tax in designated zone around**
19 **cruise ship docks.**

- 20 (a) The City and Borough hereby levies a ten percent (10%) excise tax on the total rental
21 charges for peer-to-peer vehicle rentals that originate within the designated zone as
22 described in subsection (f) of this section.
23
24 (b) Each renter or seller is responsible for the peer-to-peer vehicle rental tax and the tax
25 shall be due and payable at the time the rental is paid.

(c) Every renter, seller, or marketplace facilitator that facilitates a peer-to-peer vehicle
rental that originates within the designated zone and is subject to taxation under this

1
2 chapter shall collect the tax imposed by this section from the renter at the time of the
3 transaction. The marketplace facilitator is liable for and shall remit the tax to the City
4 and Borough in the same manner and time as other taxes applied under this code. The
5 tax imposed shall be shown on the billing to the guest as a separate and distinct item.

6 (d) The tax imposed under this chapter shall not be levied on any sales or use tax levied
7 under chapter 69.05 nor shall the tax imposed under chapter 69.05 be levied on the tax
8 levied under this chapter.

9
10 (e) The manager or finance director is authorized to adopt administrative procedures
11 necessary to implement this section, including procedures to determine:

- 12 (1) whether a peer-to-peer vehicle rental originates within the designated zone;
13 (2) what constitutes total rental charges; and
14 (3) how the tax applies to cancellations, refunds, or modifications.

15 (f) The designated zone includes any parking on a public street or public parking lot within
16 approximately one half mile of any cruise ship dock in the City and Borough, including
17 but not limited to the AJ Dock, Franklin Dock, Cruise Ship Terminal, Alaska Steamship
18 Dock, and Marine Park/Intermediate Vessel Float, as depicted on the map referred to in
19 CBJC 69.09.015, which is described as:

20
21 The area starting from the intersection of Whittier Street and West Willoughby
22 Avenue, thence northeasterly and around the bend southeasterly onto Willoughby
23 Avenue, then northeasterly through property and over the hill following Fourth Street
24 until the intersection of Fourth Street and Gastineau Avenue, then southeasterly until
25 Gastineau Avenue's terminus, then continuing southeasterly following South Franklin
Street and onto Thane Road until the intersection of Thane Road and Mill Street, then

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2 southwesterly following Mill Street and continuing in a straight line until the Gastineau
3 Channel shoreline, then northwesterly to the intersection of Egan Drive and Whittier
4 Street and continuing northwesterly until the beginning point of Whittier Street and
5 West Willoughby Ave.

- 6 (g) The tax imposed under this section does not apply to a peer-to-peer vehicle rental that
7 both begins and ends on private property, provided that the vehicle is not delivered to or
8 returned by the renter on a public street or public parking lot within the designated
9 zone described in subsection (f) of this section.
10

11 **69.09.015 Map.**

12 There is adopted for the purpose of defining the designated parking zone around cruise ship
13 docks in the City and Borough, the Designated Parking Zone Around Cruise Ship Docks map,
14 dated May 18, 2026, as the same may be amended from time to time by the assembly by
15 ordinance.

16 **69.09.020 Host or marketplace facilitator to add tax to rental.**

17 Every host or marketplace facilitator shall add the amount of the tax levied by this chapter
18 to the rental and the tax shall be stated separately on any sales receipts or slips, rent receipts,
19 charge tickets, invoices, statements of account, or other tangible evidence of the rental.
20

21 **69.09.030 Monthly remittance of estimated peer-to-peer vehicle rental tax.**

- 22 (a) *Monthly deposit report.* Every host or marketplace facilitator who incurs peer-to-peer
23 vehicle rental tax liability or a combined sales tax and peer-to-peer vehicle rental tax
24 liability, as levied under chapter 69.05 or this chapter, of \$1,000.00 or more in the
25 month shall, on or before the 15th day of the month following the month in which the
tax liability was incurred, complete a monthly deposit report declaring estimated peer-

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2 to-peer vehicle rental tax liability and, if applicable, sales tax liability for the month and
3 transmit the report to the City and Borough. If the 15th day is a Saturday, Sunday or
4 federal, state or City and Borough holiday, the due date will be extended until the next
5 business day. The United States Postal Service postmark shall determine the date of
6 filing for mailed reports.

7
8 (b) *Amount of monthly remittance.* At the time of transmitting the monthly deposit report,
9 the host or marketplace facilitator shall remit to the City and Borough the total
10 estimated amount of peer-to-peer vehicle rental tax and, if applicable, sales tax due for
11 the month for which the deposit report is filed.

12 (c) *Penalties.* A late filing penalty of \$25.00 shall be added to all late-filed monthly deposit
13 reports. In addition, late payment penalties will be assessed on monthly tax deposits
14 when the host or marketplace facilitator fails to remit at least 80 percent of the total
15 monthly peer-to-peer vehicle rental tax and sales tax deposit due on or before the 15th
16 day of the month following the month for which the deposit is required. The late
17 payment penalty will be equal to one percent per month or fraction thereof of the total
18 delinquent monthly deposit balance due. The delinquent amount shall be the difference
19 between the total tax deposit due for the month and the amount of the deposit remitted
20 by the renter or seller. The delinquent monthly payment penalty will be assessed on the
21 16th day of each month or fraction of a month from the date of delinquency to the date
22 of total payment or the due date of the peer-to-peer vehicle rental tax return covering
23 the monthly payment period, whichever is earlier.

24
25 (d) *Funding period adjustments.* In addition to the monthly deposit and reporting
requirements set forth in subsections (a) and (b) of this section, hosts or marketplace

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2 facilitators are required to file period returns and remit the remaining unpaid peer-to-
3 peer vehicle rental tax due as required in subsections 69.07.050(a) or 69.07.080(c). If the
4 peer-to-peer vehicle rental tax due and payable by the host or marketplace facilitator, as
5 required in section 69.07.050, is less than the total amount of the monthly peer-to-peer
6 vehicle rental tax deposits remitted to the City and Borough during that filing period,
7 the excess balance will be applied to the host or marketplace facilitator's next monthly
8 peer-to-peer vehicle rental tax deposit, unless the host or marketplace facilitator elects
9 in writing to have the balance refunded.
10

11 **69.09.040 Periodic returns, penalties, and interest for delinquency.**

- 12 (a) Every host or marketplace facilitator shall on or before the last day of the month, unless
13 the last day of the month is a Saturday, Sunday, or federal, state, or City and Borough
14 holiday in which case the due date will be extended until the next business day,
15 immediately following the end of each filing period complete a return for the required
16 filing period setting forth the total of all peer-to-peer vehicle rentals, regardless of
17 whether such transactions are taxable or nontaxable, the amount of peer-to-peer vehicle
18 rental tax due, and such other information as the City and Borough may require, and
19 sign and deliver or mail the same to the City and Borough manager's office. Period
20 returns shall be filed for the calendar quarters ending on March 31, June 30, September
21 30, and December 31 unless the renter or seller is allowed or directed by the City and
22 Borough manager to file for a different time period as authorized in
23 subsection 69.07.080(c).
24
25 (b) The tax levied under this chapter, whether or not collected from the renter, except for
credit transactions covered in subsection (c) of this section, must be remitted by the

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2 renter or seller to the City and Borough at the time of transmitting the return, and if
3 not so remitted or if the return is not timely filed, such tax is delinquent. A late filing
4 penalty of \$25.00 shall be added to all late returns. The postmark shall determine the
5 date of filing mailed returns. In addition, a late payment penalty of five percent per
6 month or any fraction thereof, until a total late payment penalty of 25 percent has
7 accrued, shall be added to all returns until such tax, penalty and interest thereon have
8 been paid. Such penalty shall be assessed and collected in the same manner as the tax is
9 assessed and collected. In addition to these penalties, interest at a rate of 15 percent per
10 year on the delinquent tax from the date of delinquency until paid shall accrue and be
11 collected in the same manner the delinquent tax is collected.
12

- 13 (c) The host or marketplace facilitator shall report and pay over the tax to the City and
14 Borough on the same basis, cash or accrual, the renter or seller uses for reporting
15 federal income tax. A host or marketplace facilitator reporting on the accrual basis shall
16 be allowed a tax credit for tax previously paid by the host or marketplace facilitator on
17 any rental made on credit to the extent the host or marketplace facilitator declares such
18 debt to be uncollectible and a bad debt for federal income tax purposes. Such bad debt
19 credit must be claimed on a timely filed quarterly tax report covering the quarter during
20 which the host or marketplace facilitator declares the transaction a bad debt for federal
21 income tax purposes.
22

23 **69.09.050 Assessment limitation periods; recordkeeping.**

- 24 (a) The amount of any tax imposed under this chapter may be determined and assessed for
25 a period of three years after the date the return was filed with the City and Borough
manager's office. No civil action for the collection of such tax may be commenced after

1
2 the expiration of the three-year period except an action for taxes, penalties and interest
3 due for those return periods that are the subject of a written demand or assessment
4 made under section 69.09.060 within the three-year period, unless the operator waives
5 the protection of this section.

- 6 (b) In order to facilitate the administration and enforcement of the provisions of this
7 chapter, each host or marketplace facilitator shall maintain and keep for a period of
8 three years after the date of filing all of the period peer-to-peer vehicle rental tax
9 reports, forms, and other records prescribed by this chapter or as prescribed by the
10 manager or the manager's designee. The manager is specifically authorized and
11 empowered to examine and inspect at all reasonable hours the books, records, and other
12 documents of any host or marketplace facilitator in order to carry out the provisions of
13 this chapter.
14

15 **69.09.060 Delinquency failure to submit return.**

- 16 (a) Whenever any host or marketplace facilitator has become delinquent in the submission
17 of the required filing period return for a period of 30 days, the manager or finance
18 department representative shall make written demand by certified mail, return receipt
19 requested, upon the delinquent host or marketplace facilitator for submission of the
20 required peer-to-peer vehicle rental tax return within ten days. In the event of
21 noncompliance with such demand, the City and Borough manager or finance
22 department representative shall make a peer-to-peer vehicle rental tax assessment
23 against the delinquent host or marketplace facilitator, the assessment to be based on an
24 estimate of the gross rental revenue received by the host or marketplace facilitator
25 during the filing period in question and such assessment shall be referred to the City

1
2 and Borough collector and the City and Borough attorney for appropriate action to
3 recover such tax.

4 (b) Whenever any host or marketplace facilitator fails to submit the required filing period
5 return after notice given as provided in subsection (a) of this section, or such return is
6 reasonably believed by the manager or finance department representative to contain
7 incorrect reporting, the manager or finance department representative may notify such
8 host or marketplace facilitator in writing by certified mail, return receipt requested,
9 that a hearing will be held upon the matter at a specified place and time, which shall
10 not be less than 15 days after the date of the notice. The operator or hosting platform
11 shall be present at the hearing and make available to the manager or finance
12 department representative for inspection the host's or marketplace facilitator's books,
13 papers, records, and other memoranda pertaining to gross rental revenue required to
14 make a determination of tax liability, if any. In the event of noncompliance by the host
15 or marketplace facilitator, the manager or City and Borough attorney may take such
16 legal action, civil or criminal, or both, as provided for in this code or the civil or criminal
17 statutes of the state, or both.

18
19
20 (c) Whenever any host or marketplace facilitator fails to submit the required filing period
21 return after notice given as provided in subsection (a) of this section, the manager or
22 finance department representative may require such operator or hosting platform to
23 submit returns and remit taxes on a monthly or more frequent basis.

24 **69.09.070 Suits for collection.**
25

1
2 Taxes due but not paid or taxes collected but not transmitted may be recovered in an action
3 at law against the renter, host, or marketplace facilitator. Tax returns shall be prima facie
4 proof of taxes collected but not transmitted.

5 **69.09.080 Prohibited acts.**

- 6 (a) No person may fail or refuse to pay the tax imposed by this chapter when it is due and
7 payable to a host or marketplace facilitator authorized to collect the tax.
8
9 (b) No host or marketplace facilitator may fail or refuse to make the quarterly returns
10 required by this chapter.
11 (c) No host or marketplace facilitator may fail or refuse to pay the City and Borough in the
12 manner provided in this chapter the tax imposed under this chapter.
13 (d) No host or marketplace facilitator may advertise or state to the public or to any guest or
14 renter, directly or indirectly, that the tax or any part of it will be assumed or absorbed
15 by the host or marketplace facilitator, or that the tax will not be added to the rental, or
16 that it will be refunded, nor may a host or marketplace facilitator absorb or fail to add
17 the tax or any part of it or refund any tax, or fail to separately state the tax to the
18 renter.

19
20 **69.09.090 Violations a misdemeanor.**

21 Any person, firm, copartnership, business, or corporation violating any of the provisions of
22 this chapter is guilty of a misdemeanor.

23 **69.09.100 Lien for tax, interest, and penalty due.**

24 The tax, interest, and penalty imposed under this chapter shall constitute a lien in favor of
25 the City and Borough upon the assets or property of every person engaging in the peer-to-peer
vehicle rental business within the City and Borough. The lien arises upon delinquency and

1
2 continues until liability for the amount is satisfied or the property of the delinquent person is
3 sold at a peer-to-peer vehicle rental tax lien foreclosure sale. The lien is not valid against a
4 lienholder, pledgee, purchaser, or judgment creditor until notice of the lien is filed in the office
5 of the recorder for the City and Borough recording district in the manner provided for federal
6 tax liens in AS 40.19.010—43.19.050. After such filing, it shall be superior to all other liens
7 except those with higher priority under law.
8

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

11 Adopted this _____ day of _____, 2026.

12
13 _____
14 Beth A. Weldon, Mayor

15 Attest:

16 _____
17 Breckan L. Hendricks, Municipal Clerk
18
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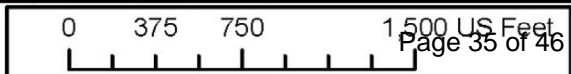


Gastineau Channel

Legend

-  Cruise Ship Docks
-  Designated Parking Zone
-  Buildings

Designated Parking Zone Around Cruise Ship Docks



Breckan Hendricks

From: Neil Steininger
Sent: Friday, March 13, 2026 10:35 AM
To: [REDACTED]
Cc: Borough Assembly; [REDACTED]
Subject: Re: Lack of services

Hi [REDACTED],

I agree that we as CBJ need to be more involved in trash services, right now trash service in Juneau is 100% managed by the private sector which makes it hard for us as a community to control outcomes and service level.

The landfill has a limited lifespan and the operator has no obligation to inform the city of any changes they make to operations. We've been working with a consultant to analyze the various options to replace the landfill, they recently gave a presentation to public works, and are moving forward with initial designs of what's called a transfer station. Essentially that's a sorting facility for waste. From there we can either build a modern landfill, ship trash out of town, compost, or likely a combination of those options.

It will be a while before the transfer station is complete, there's a fair bit of environmental permitting and design work to be done, but once that is done we will have significantly more control as a community over how trash service happens. Of course weather like we've had this year will always be a disrupter but if it becomes a public sector service we at least will have more say in how that disruption is managed.

Here is a link to the meeting where we heard the most recent update on the project. The presentation is item 6 on the agenda. <https://juneauak.portal.civicclerk.com/event/4721/files/agenda/12082>

Thank you,
Neil Steininger

Sent from my iPhone

On Mar 12, 2026, at 10:38 AM, [REDACTED] wrote:

EXTERNAL E-MAIL: BE CAUTIOUS WHEN OPENING FILES OR FOLLOWING LINKS

I live in the Highlands in downtown Juneau. I have just spoken with Alaska Waste Management to document the days I have NOT received garbage pick up this winter due to road conditions. No one had pickup the week of Dec 29 th, which I certainly understand. However I also did not receive pick up 1/5, 1/12, 1/26, 3/2 and 3/9. We have had a rough winter. At the same time I consider having access to services such as garbage pick up, mail delivery, and access for emergency vehicles critical. I do not want a gondola, I do not want a new city hall, and I do not want a new ferry terminal to benefit a mining company. Please serve the people who live here, year round, by focusing city resources on

basic services for us. We pay our taxes and would like to be treated respectfully, [REDACTED]

[REDACTED]
Sent from my iPad



ASSEMBLY COMMITTEE OF THE WHOLE **DRAFT- MINUTES**

February 23, 2026 at 6:00 PM

Assembly Chambers/Zoom Webinar

A. CALL TO ORDER

Mayor Weldon called the Assembly Committee of the Whole to order at 6:10 p.m. on Monday, February 23, 2026.

B. LAND ACKNOWLEDGEMENT – Led by Ms. Hall

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

Assemblymembers Present: Mayor Beth Weldon; Alicia Hughes-Skandijs; Christine Woll; Paul R. Kelly; Ella Adkison; Neil Steininger; Maureen Hall; and Nathaniel “Nano” Brooks.

Assemblymembers Absent: Deputy Mayor Greg Smith

Staff Present: City Manager Katie Koester; Deputy City Manager Robert Barr; City Attorney Emily Wright; Municipal Clerk Breckan Hendricks; Engineering & Public Works Director Denise Koch; Engineering & Public Works Deputy Director Nate Rumsey; Communications & Engagement Director Ashley Heimbigner; and Meeting Technician Kevin Allen.

Others Present: Meilani Schijvens, Rain Coast Data; and Brett Nelson, Natural Resources Conservation Service (NRCS).

D. APPROVAL OF AGENDA - *Approved by Unanimous Consent*

E. APPROVAL OF MINUTES - *Approved by Unanimous Consent*

1. 2026-01-26_Assembly-COW_Minutes - Draft

F. AGENDA TOPICS

1. Update on GLOF Enduring Solution and Phase 2 Flood Fighting

Engineering & Public Works Director Denise Koch provided an update on work with the U.S. Army Corps of Engineers (USACE) regarding an enduring solution to glacial lake outburst floods (GLOF) from Suicide Basin.

Director Koch summarized findings from a December USACE charrette that included federal agencies, consultants, scientists, and local partners. She reviewed the increasing magnitude of recent GLOF events: the 2023 event reached approximately 34,000 cubic feet per second (CFS) and impacted about 30 homes; the 2024 event reached approximately 42,000 CFS and impacted about 300 homes; and the 2025 event reached approximately 51,000 CFS. Phase 1 HESCO barriers were largely successful in protecting the areas they were designed to protect during the 2025 event. However, staff estimated that without those barriers 750–1,000 homes may have been impacted. Modeling conducted by USACE and partners indicates a potential worst-case scenario peak flow of approximately 118,000 CFS when combined with other hydrologic factors such as extreme precipitation.

Director Koch stated that inundation modeling at that magnitude suggests flooding could extend beyond the areas impacted in 2024 and potentially affect portions of the Mendenhall Valley, including crossing at Riverside Drive and Mendenhall Loop Road, the Dredge Lake area, the Mendenhall Wastewater Treatment Plant, and portions of the airport area.

Director Koch summarized long-term mitigation alternatives discussed during the charrette, including a lake tap, dams, levees/floodwalls, and relocation. Relocation could affect up to approximately 2,855 properties under a worst-case scenario and was not considered a viable option from CBJ's perspective. Participants in the charrette generally identified a lake tap, a gravity-fed tunnel draining Suicide Basin at approximately the basin inflow rate, as the preferred alternative because of its effectiveness in reducing GLOF risk, lower relative cost, shorter timeline, and reduced operational complexity compared to other options.

Deputy Director Nate Rumsey provided an update on near-term flood-fighting measures. While the Phase 1 HESCO installation and emergency response during the 2025 GLOF were largely successful, the event revealed the need for additional reinforcement, repairs, and raising of the barriers to address seepage, overtopping risk, and debris impacts. Engineering and Public Works plans to strengthen and elevate portions of the Phase 1 system. Deputy Director Rumsey reported that USACE has contracted with Sealaska Construction Solutions for Phase 2 HESCO installation, which will extend protection along additional portions of the river and is anticipated to begin in mid-March, weather permitting.

Manager Koester reported that following the charrette, USACE had directed work to proceed on the lake tap alternative in preparation for a technical report due in May 2026. However, during a recent meeting with USACE headquarters, that direction was rescinded and staff were instructed to conclude work evaluating all five alternatives while continuing to support flood-fighting efforts. Manager Koester described the change as unexpected and concerning, noting that the revised approach could significantly extend the timeline for an enduring solution. She reported that CBJ has contacted Alaska's congressional delegation and that a meeting with the Assistant Secretary of the Army for Civil Works had been scheduled to discuss the change in direction.

Ms. Adkison asked for clarification regarding the shift in USACE direction. Manager Koester stated that USACE indicated it remains supportive of an enduring solution but is no longer pursuing the accelerated timeline that had been discussed.

Mr. Brooks asked whether Phase 2 funding remained in place and whether flood-fighting infrastructure could evolve into longer-term mitigation measures. Manager Koester confirmed that USACE will fully fund Phase 2 HESCO installation.

Ms. Hughes-Skandijs asked whether differing community perspectives on potential solutions could have influenced the federal shift. Manager Koester responded that while community alignment is helpful, she did not believe local differences alone would account for the significant change in direction.

Ms. Woll commented on the magnitude of the flood projections presented and asked whether the new modeling altered short-term response planning. Deputy City Manager Barr stated that the updated information reinforces the need to strengthen Phase 1 barriers and continue flood-fighting efforts, but noted that only a long-term solution can address extreme scenarios.

Mr. Brooks also asked about geotechnical work for the lake tap concept. Manager Koester stated that geotechnical investigation would be a necessary next step and that CBJ has submitted a congressional funding request to support that work.

Manager Koester encouraged community members to support a unified approach in advocating for an enduring solution and noted that CBJ continues to coordinate with federal, tribal, and state partners.

[The meeting recessed from 7:15 p.m. to 7:31 p.m. The Mayor invited members of the public to ask questions of staff during the break.]

2. NRCS EWP Program and View Drive Resident Interest

Director Denise Koch provided an overview of the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program and the potential buyout of properties on View Drive that have experienced repetitive flooding from glacial lake outburst floods (GLOF). Director Koch noted the difficulty of the topic, as it involves residents' homes and livelihoods.

Director Koch explained that the NRCS program allows voluntary buyouts in areas subject to severe and repetitive flooding. NRCS identified View Drive as a potential project area and prepared a preliminary damage survey report estimating a total project cost of approximately \$25 million. The program would fund 75% of the project, requiring a 25% non-federal cost share. Purchased properties would be placed in permanent conservation easement, requiring demolition of structures and restoration of the land.

Director Koch reported that after NRCS presented the program at the October 30 [Special

Assembly Committee of the Whole], 2026 meeting, CBJ requested a waiver of the 25% cost share, which was denied. The Assembly Finance Committee subsequently directed staff to conduct a non-binding poll of View Drive residents to gauge interest in whether property owners were responsible for the cost share.

Director Koch reported that 14 of 18 property owners responded. Most indicated they would not participate if required to cover the 25% share. Two respondents expressed potential interest. However, only one property has experienced severe and repetitive flooding and would likely meet NRCS eligibility criteria. While the program could proceed with a single property, Director Koch noted that doing so would eliminate economies of scale and increase administrative costs.

Director Koch also explained that the program operates under strict timelines tied to the federal disaster declaration. If CBJ were to proceed, agreements with participating property owners would need to be completed and homes vacated prior to the 2026 GLOF season. She added that even if CBJ did not contribute to the cost share, the City would incur project management and permitting costs estimated in the tens of thousands of dollars per property, with permitting costs not eligible for federal reimbursement.

Mr. Kelly asked whether additional residents might participate if another funding source covered the 25% cost share. Director Koch responded that several residents indicated they could not afford the cost share and suggested they might be more interested if that requirement were removed.

Ms. Woll asked whether residents expressed interest in participating if a funding solution for the cost share could be identified. Director Koch stated that some residents indicated they might reconsider under those circumstances, but no alternative funding source has been identified.

Mr. Brooks asked whether in-kind contributions or a land swap could help meet the 25% requirement. NRCS representative Brett Nelson stated that in-kind contributions may be allowable but are generally limited to materials, equipment, or labor and that a land swap would be unusual and may not qualify.

Ms. Hall asked whether staff could provide additional opportunities for residents to meet with staff to discuss the program. Director Koch stated that staff would be willing to organize another meeting and noted that View Drive residents have been engaged and cooperative throughout the process.

Mr. Steininger asked whether a project could proceed with only one participating property. Director Koch confirmed that NRCS allows single-property projects, although administrative costs would remain similar regardless of project size.

Ms. Hughes-Skandijs asked whether homeowners would need to provide the 25% cost share

directly rather than through property value. Director Koch stated that CBJ would need to determine a compliant mechanism for collecting the cost share but that it could not simply be deducted from the buyout payment.

Mr. Kelly asked whether staff would find it helpful if the Assembly directed them to explore additional grant opportunities or creative funding mechanisms. Manager Koester responded that such efforts would require significant staff time and coordination and may not be feasible given the program's short timeline.

Mayor Weldon asked whether CBJ could assume liability if the City purchased a single property in a flood-prone area. Director Koch responded that while NRCS may not require additional mitigation measures, the City would need to consider liability implications as the property owner.

Director Koch estimated that CBJ could incur approximately \$50,000–\$100,000 per property in non-reimbursable project management and administrative costs in addition to the required 25% non-federal cost share.

MOTION by Ms. Woll to direct staff to host a neighborhood meeting with View Drive residents to provide additional information and discuss the program. After brief discussion and **hearing no objection, the motion passed by unanimous consent.**

[The meeting recessed for a break from 8:13 p.m. to 8:20 p.m.]

3. Telephone Hill RFQ Input

Manager Koester provided an update on the work staff has been doing on Telephone Hill, highlighting ongoing eviction cases, hazardous materials testing, and preparation for demolition. She explained the purpose of the RFQ (Request for Qualifications) process, emphasizing that it allows for flexibility, focuses on performance and desired outcomes rather than cost, and incorporates incentives to encourage developers to meet Assembly goals. She outlined potential incentives including land at no cost, delayed purchase options, tax abatement, and grants or loans from the Affordable Housing Fund. The Assembly then engaged in discussion regarding RFQ priorities, desired outcomes, and potential developer incentives.

Ms. Woll asked whether questions should focus only on the statement of objectives or the broader project. She expressed support for the flexible approach in the RFQ and emphasized using incentives such as tax abatement, land disposal, and Affordable Housing Fund support to achieve housing goals. She noted that commercial space was not included in the starred objectives but suggested not discouraging developers from including it if it helped the project succeed.

Mayor Weldon suggested lowering the high-density target from 100–150 units to 85–100 units to potentially accommodate mixed-use development. Mr. Steininger proposed making high-

density a preference rather than a fixed number and suggested using bands to provide flexibility in scoring. Ms. Adkison expressed a differing view, stating that the 100–150 unit target should remain aspirational and that a separate unstarred bullet for mixed-use could be added without changing the definition of high density. Mr. Brooks noted that lower density could align with incremental infill approaches and reduce demolition costs, but that flexibility should remain in the design of potential projects. Ms. Hall raised concerns about parking and historic architectural elements, suggesting the potential for salvage opportunities while maintaining reasonable project costs.

Manager Koester explained that contractors would retain ownership of salvaged materials and that parking solutions would generally be determined by developers based on feasibility. Ms. Adkison emphasized that the list should communicate what would make a proposal competitive rather than prescribe exact project design. Ms. Woll agreed and supported offering land at a nominal price and providing Affordable Housing Fund grants or loans, while reserving discussion of the tax abatement program for a future agenda.

Ms. Adkison and Mr. Brooks expressed support for flexible incentives to encourage competitive proposals. Mr. Steininger proposed delaying demolition until after RFQ responses, retaining city funding if required, to maintain flexibility. Mr. Kelly suggested Affordable Housing Fund support be structured as loans rather than grants. Ms. Hall supported deferred or nominal land sales to preserve flexibility. Mayor Weldon summarized support for keeping options open, encouraging competitive proposals, and maximizing housing outcomes with minimal city investment.

MOTION by Mr. Brooks to not spend \$5 million on full demolition and instead direct staff to investigate land sales and incremental infill options.

OBJECTIONS by Ms. Woll, Mr. Steininger, Ms. Hall, and Ms. Adkison.

AMENDMENT #1 by Mr. Steininger to delay demolition until after RFQ responses are received, retaining the city’s commitment to fund demolition if necessary and maintaining maximum flexibility.

OBJECTIONS by Mr. Brooks, Mr. Kelly, and Mayor Weldon. Mr. Brooks objected, citing that the proposed \$5 million demolition was not justified. Mr. Kelly initially objected for clarification but subsequently withdrew his objection. Mayor Weldon objected, explaining that delaying demolition would further postpone the project and noting that no viable alternative infill proposals had been submitted.

Roll Call Vote on Amendment #1

Yeas: Steininger and Kelly

Nays: Brooks, Hall, Woll, Adkison and Weldon

Amendment #1 failed: 2 Yeas, 5 Nays.

The Assembly returned to Mr. Brooks' main motion. Mr. Steininger maintained his objection, citing inappropriate use of staff resources. Ms. Woll emphasized the cost of inaction amid the urgent housing shortage. Mayor Weldon highlighted past housing investments, including Pederson Hill. In support of his motion, Mr. Brooks reiterated concerns about escalating demolition costs exceeding voter-approved funding.

Roll Call Vote on Main Motion

Yeas: Brooks, and Kelly

Nays: Adkison, Steininger, Woll, Hall, and Weldon

Motion failed: 2 Yeas, 5 Nays.

Manager Koester recapped the general direction from the Assembly for the RFQ, noting \$5.8 million appropriated for Telephone Hill with just over \$500,000 spent to date. The recap included mixed-use development, 100–250 high-density housing units with at least 20% affordable, flexible land sale or financing options, and age-friendly design for senior housing. Questions about design standards and accessibility were raised. Manager Koester noted further clarification will be provided before issuing the RFQ.

4. Seawalk Procurement and Financing Update

Manager Koester provided an update on the Seawalk project, noting that approximately \$4 million has been set aside for design and that the total project is estimated at \$28 million, to be funded entirely with marine passenger fees. She explained that the project timeline has been accelerated to coordinate construction with Petro Marine, which owns roughly half of the property needed for the Seawalk and will begin improvements at their adjacent dock in 2027. To facilitate concurrent construction, Manager Koester outlined plans to use a manager's best interest finding to contract directly with Western Marine for this portion of the project, while still ensuring procurement value. She noted that the second half of the project would proceed under the traditional request-for-proposals process.

Ms. Woll asked if the Seawalk project remains a top community priority. Manager Koester responded that the project provides infrastructure valued by both visitors and residents, reduces congestion along the waterfront, and aligns with multiple community priorities.

Mr. Kelly asked about the status of dock electrification funding and how much is available for future projects. Manager Koester responded that the dock electrification fund is significantly larger than the Seawalk project, approximately \$13 million, and that state funding opportunities may supplement these efforts. She emphasized the importance of retaining these funds to maintain regional leadership in dock electrification.

Mr. Steininger asked for estimates of the debt service terms, including repayment duration, interest, and how long it would take to save \$28 million without issuing bonds. Manager Koester responded that the debt would be structured to ensure payments do not compromise other marine passenger facilities and would align with the lifespan of the infrastructure. She explained that saving the full amount without bonding would take longer, as funding has been

prioritized for dock electrification, but a detailed analysis could be provided when the ordinance is drafted.

MOTION by Ms. Woll to direct staff to draft an ordinance to pursue \$28 million in revenue bonds for the Seawalk project, to be funded by marine passenger fees. ***Hearing no objection, the motion passed by unanimous consent.***

5. Budget Process - How Members Propose Reductions

Assembly Finance Committee Chair Woll provided an overview of the budget reduction process. Ms. Woll noted that this year’s significant operating service reductions are challenging and that the materials provided serve as a starting point for discussion. She encouraged Assemblymembers to review the information, understand operational impacts, and engage in iterative conversations before formal motions or votes. Mayor Weldon emphasized that Assemblymembers should consult with Manager Koester or Deputy City Manager Barr regarding operational impacts before approaching Finance.

6. Results of CBJ Budget Survey

Communications and Engagement Director Ashley Heimbigner provided context for the Community Compass outreach, noting that following the October 2025 municipal election and December Assembly Retreat, the Communications team conducted surveys and workshops to gather public input on community priorities and budget trade-offs. She highlighted recent workshops at the Filipino Community Hall, upcoming sessions at the Valley Library and Douglas Library, and noted that results will be shared at the April 11 budget meeting and the April 15 community listening session. The outreach included a Community Compass Survey designed with Rain Coast Data to be accessible and representative, supplemented by additional input forms and extensive community engagement through social media, public tabling, and outreach to community organizations.

Ms. Meilani Schijvens of Rain Coast Data presented the survey results, which included 4,400 unique responses with 99% confidence level. Survey questions covered priorities for protecting or cutting municipal services, potential new revenue sources, and community values. Top priorities for maintaining services were streets, roads, bridges, winter maintenance, K-12 education, public safety, water/wastewater/stormwater/solid waste, recreation, trails and parks, Juneau International Airport, disaster response, and arts/culture. Top areas for potential cuts included tourism management/visitor infrastructure, climate change and energy efficiency, economic development/workforce support, housing/land use planning, homeless services, and ports and harbors.

Regarding potential revenue generation, respondents were most supportive of exploring property tax reforms and adjusting underperforming property fees; only 22% opposed any new taxes or fees. Community values highlighted by respondents included making Juneau a place for working-age residents and young families, delivering high-quality core services, maintaining public infrastructure, practicing strong fiscal management, and expanding affordable housing. Overall, 45% of residents reported positive feelings toward the City and Borough of Juneau, 32% negative, and 23% neutral. The most preferred communication channels were the CBJ

website, email notices, online news, Facebook, and radio.

Assemblymembers asked clarifying questions regarding survey interpretation, revenue generation responses, and demographic representation. Ms. Schijvens noted survey weighting by generation and geography to approximate community representation, while Ms. Heimbigner noted outreach to local organizations serving low-income populations.

MOTION by Mr. Kelly to extend the Assembly meeting until 10:10 p.m. and asked for unanimous consent. ***Hearing no objection, the motion was adopted by unanimous consent.***

The discussion concluded with acknowledgment of the survey's utility for informing budget decisions and upcoming community engagement opportunities.

G. STAFF REPORTS - None

H. NEXT MEETING DATE - MARCH 16, 2026 AT 6:00PM

I. SUPPLEMENTAL MATERIALS

1. Red Folder Item: Results of CBJ Budget Survey Presentation & Materials

Link to Juneau Budget Survey Report: <https://juneau.org/wp-content/uploads/2026/02/Final-Juneau-Budget-Survey-Report-2026.pdf>

[Note: APPENDIX: Open Ended Responses_start on page 48]

J. ADJOURNMENT

With no further business to come before the Assembly Committee of the Whole, the meeting adjourned at 9:59 p.m.