

**ASSEMBLY STANDING COMMITTEE
LANDS, HOUSING & ECONOMIC DEVELOPMENT COMMITTEE
THE CITY AND BOROUGH OF JUNEAU, ALASKA**

September 27, 2021, 5:00 PM.

Zoom Webinar

Lands, Housing, and Economic Development Committee Attendee link:
<https://juneau.zoom.us/j/94215342992> or 1-253-215-8782 Webinar ID: 942 1534 2992
The meeting has been rescheduled to Monday, September 27, at 5:00 p.m.

AGENDA

I. CALL TO ORDER

II. LAND ACKNOWLEDGEMENT

III. ROLL CALL

IV. APPROVAL OF AGENDA

V. APPROVAL OF MINUTES

A. September 7, 2020 Draft Minutes

VI. PUBLIC PARTICIPATION

The LHED Committee will follow COVID protocols in accordance with CDC guidelines, CBJ ordinances & resolutions, and COVID mitigation strategies at the time of the meeting. Committees members will be meeting in person, to the extent possible. **In-person public participation will be limited on a first come, first served basis to no more than 8 persons in the public audience seats. Masks are required for everyone in the room regardless of vaccination status.** Attendees in excess of that number will be requested to participate via Zoom webinar. Testimony time will be limited by the Chair based on the number of participants. When attending the zoom webinar [login info listed at top of agenda] to speak on an item up for public hearing or a non-agenda item please hit the 'raise hand' button if participating via a computer/tablet; if participating by phone press *9 on your phone; this will place a 'raised hand' icon next to your phone number and will add you to the queue.

VII. AGENDA TOPICS

A. Franklin Foods Request to Purchase City Property at 139 S. Franklin St.

B. Ordinance 2021-38 An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of Honsinger Pond Lots 3, 4, 5, 6, 7, 8, 9, 10, and 11; Located Near 7900 Honsinger Drive.

C. Travel Juneau Update

VII. STANDING COMMITTEE TOPICS

A. Status of Housing Initiatives

B. Status of Title 49 Updates

IX. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

X. NEXT MEETING DATE- November 1, 2021

XI. SUPPLEMENTAL MATERIALS - TRAVEL JUNEAU RED FOLDER ITEM

A. Travel Juneau Memo

XII. ADJOURNMENT

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

ASSEMBLY STANDING COMMITTEE MINUTES
LANDS HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
THE CITY AND BOROUGH OF JUNEAU, ALASKA
September 7 2021, 5:00 P.M. – Rescheduled from August 30, 2021
Assembly Chambers/Zoom Webinar Meeting

I. CALL TO ORDER

II. ROLL CALL

Chair Gladziszewski called the meeting to order at 5:00pm.

Members Present: Chair Maria Gladziszewski, Alicia Hughes-Skandijs, Greg Smith

Members Absent: Wade Bryson

Liaisons Present: none

Liaisons Absent: Chris Mertl, Parks and Recreation; Lacey Derr, Docks and Harbors, Dan Hickok
Planning Commission

Other Assembly Members Present: Loren Jones

Some Members of the Public Present: Liz Perry

Staff Present: Dan Bleidorn, Lands Manager; Roxie Duckworth, Lands & Resources Specialist; Jill
Maclean, CDD Director; Scott Ciambor, Chief Housing Officer

III. APPROVAL OF AGENDA

Amendment to the agenda included supplemental items from Travel Juneau, pages 110 – 147 and
moving agenda topic item B to the start of the meeting.

IV. APPROVAL OF MINUTES

August 9, 2021 Draft Minutes were approved as presented.

V. PUBLIC PARTICIPATION

No public participation.

VI. AGENDA TOPICS

A. Tourism Marketing Strategy (MOVED TO THE SECOND TOPIC)

Liz Perry from Travel Juneau provided additional information gathered after the August 9, 2021 LHED
meeting. Sitka, Anchorage, and Fairbanks contracts are included in this packet as supplemental
information. FIT is fully independent travelers, and they are generally defined as those people who make
reservations on their own or maybe a travel agent, to travel independently. Small cruise ship passengers
are included because they spend time in our hotels for a couple of days, either pre or post. FAM, or
familiarity tours, is for media, tour operators or travel agents. We provide hospitality when they come to
town, show around, have them see facilities, we also use these for meeting planners, so that they can,
for example, get inside Centennial Hall, visit some of the hotels and just familiarize themselves with
what Travel Juneau has to offer as a destination. Our mission is to market solely to conventions groups
and independent travelers we do not and have not spent money to approach the cruise industry
passengers. They do a fine job of that on their own, so our job is to fill our hotels and B&B's.
Independent travelers do spend a slightly more money per head than cruise passengers do. This has a
ripple effect to get extra dollars into town. Travel Juneau is known as a destination marketing
organization (DMO) and our job is to promote Juneau as an entire destination for visitors. We get 4/7th
of the hotel bed tax that is generated and have received passenger fee grants as support for different
programs, that we administer as a pass through or that we organize and monitor. We also have some
partner marketing opportunities, this generates additional earned income for us, and we get that
through the print guides, events, and other kinds of advertising on the website.

Chair Gladziszewski asked what percentage of Travel Juneau's budget comes from City revenues. Ms.
Perry replied that it was about 79% - 85%, depending on the year.

Ms. Perry continued to explain that there are five departments that operate inside the organization; administration is generally Ms. Perry, taking care of the general overhead for Travel Juneau. DMO is probably the busiest department and its job is to make sure that Juneau is seen and recognized throughout the United States and internationally. The primary marketing tool is our website and our official visitors guide. We provide familiarity tours to a number of groups so that we can get them familiar with Juneau and then they know who to call and what Juneau has to offer. Through our quarterly media newsletter that goes out to all of our travel writers, one called about Sealaska Heritage Institute, which had been mentioned in one of these newsletters. Our office was able to put her directly in touch with SHI and it turned into a beautiful article in the Smithsonian magazine in December 2020. This is a sample of how we get a lot of traction with media directly through the work that we do.

A graph in the packet shows increase in travel, despite increase in Covid cases, there is a lot of pent up demand for travel. We are seeing these trends in our marketing and in the folks that we are targeting. We are seeing folks that want a variety of activities. Through our research and other research, travelers want experiences they are not necessarily a Disneyland type experience when they come into Juneau. They want destinations that have demonstrated that they have handled the Covid pandemic responsibly and continue to do that to limit exposure. We are continuing to see a lot of interest in intergenerational travel, families traveling together, and this is being driven primarily by what would be known as Generation X. They want to bring their families with them and are looking for safe places.

For the Convention Sales Department, this person looks for new business to come to Juneau. New business is defined as meetings that have never met in Juneau, or if they have met, it was several years ago, and not on regular rotation. We also encourage planners to be put on a regular rotation whenever possible. We reach these planners through some participating in trade shows, campaigns, ad placements, and sponsorships. We get planners in all stages of the process, some of them have planned meetings before and know what to do, or they need just a little help. Others have been tasked with planning a big meeting and they do not even know where to start, so we hold their hand all the way through the process, finding hotels, the right facilities, and any additional services that they may need. We are seeing a return to in-person events; we know that business travel is on the upswing again, although with a little slow start. We also know that folks want to combine their meeting time with some travel time so they are bringing the families with them and want to be socially responsible. About 68% of the businesses that were surveyed said that they are just about ready to get back into the swing of things. A true lead is someone who has not made up their mind; they know a little bit about Juneau through our website and will take effort from our Convention Sales Department to land this meeting. Looking out to 2024, we have got about \$19 million worth of business and that does not include the three Ironman events that we have on the books, as well as the other meetings in the pipeline.

Partnership Services does just that, they take care of all of our marketing partners, ensure that they have the marketing and advertising that they need. We produce the visitor guide and do ad sales for that for that publication, and we manage the TBMP hotline that runs through our office. We answer those calls and ensure that those calls are followed up on and file the appropriate reports.

There are only a couple of folks in Information Services. We typically have the largest DMO core of volunteers in the U.S. and we are in a rebuilding phase. We have information sites that operate all season long, seven days a week, including the holidays. We are answering many calls that come through the office and visitors can fill out a form and get information that way. Visitors going into the center will feel safe, we have installed barriers and everyone is fully masked inside. We have hand sanitizer and are contactless as much possible to ensure that everyone gets all the information that they need safely.

Research information from McKinley says about one in five visitors had their first visit as a cruise, and this is one reason we operate visitor centers down on the dock. Our cruise visitors are a market in itself and a pool of potential independent visitors and we want to ensure that they have a great experience coming to Juneau. A top country that have come to Juneau is the Philippines. People also want to see how to get to Juneau by ferry, which continues to be a top performing page for us on the website. A graph from our CMS side, from the website, you can see spikes in activity right around the first part of the year, that is, when we were able to launch the Juneau Cares Program. We received this grant from CBJ. Moving throughout the year on the graph, you can see other spikes, for we have implemented campaigns, the yellow are those new sessions, and you can see how much you have grown just in the last year. We have been able to apply some heavy-duty marketing through grants and other campaigns.

Ms. Hughes-Skandijs was hoping to get a better understanding on Travel Juneau's classification for future and pending meetings and their statuses. Ms. Perry replied that an "assist" is a meeting where a planner has contacted Travel Juneau and are interested in doing a meeting in Juneau but they need more information. An assist can also be a planner who definitely wants to meet, but needs a number of services, so we help that planner get that meeting off the ground by providing some services and getting them into the right space. A "definite" is a piece of business that we found, we approached the planner and won that piece of business, that is the difference between those two statuses. Chair Gladziszewski asked when classifying, would you call a definite something that you went out and got, like the Ironman; anything definite you are counting. Ms. Perry replied that was correct. Chair Gladziszewski asked if it was possible to put the information presented in Excel, so it would be easier to follow. Ms. Perry confirmed she could deliver the reports in a spreadsheet.

Ms. Hughes-Skandijs asked how Travel Juneau classifies a lead. Ms. Perry replied that a lead is a piece of business that the planner has not made a definite decision yet and is in progress. We are in contact with the planner and chasing them down, getting them to make a decision in favor of Juneau. It is not they are not definitely coming, they are still in that deciding phase and there is a spectrum of leads. Our system does not allow us to register that other than as a lead.

Mr. Smith was curious about industry standards for measuring success, how does Travel Juneau know it is successful in its efforts and what are those targets, such as measuring the FITs. Ms. Perry replied that they have a number of metrics and report out to our board every month. We look at the increase in traffic to our website; we also take into consideration increase of traffic on our social media. Those are all considered an intent to travel, so what we are trying to do is capture travelers at the top of the sales funnel as they are being inspired. They are making those destination decisions as they come through that funnel to where they finally buy, that is where we want to capture them, so that Juneau stays top of their minds. Intend to travel is registered through website traffic, indicated on the graph, and through social media and other means, are all indicators of success. We also want to increase our number of meetings that we get into Juneau every year. Typically, in good years, we have aimed for at least 15 new meetings into town, on top of the meetings that would normally occur in Juneau over the last several years. Because of state and travel restrictions, we have had look farther afield. The list of meetings is good news in that many of those on the list have not cancelled. They have not pulled the plug on them, those are planners are willing to adjust their schedules to keep in the running for those meetings, and they are postponing rather than canceling. When we look at other DMOs and the metrics that they record, all of them will set goals for social media; they are all set goals for website traffic. When money is available, and we can do the research. For example through McKinley, we want to do research to get hard numbers on the folks who have come into town independently. We will work through hotels over

the years to try to gauge their occupancy and that helps us generate number, we know what their occupancy is for the next couple of months, we know how many rooms.

Mr. Smith followed up to ask if Travel Juneau has a good sense of FIT counts over time. Ms. Perry replied that it was a squishy number they work with percentage of occupancy, which is also a function of the hotel bed tax. As the tax revenue goes up, that is an indicator of people staying in those properties. Chair Gladziszewski followed up to ask about historical and current data on independent travelers, it would be useful to know those numbers, the percent of hotels that fill up, and how that translates to number of rooms. What are the different metrics and the percentage of occupancy numbers? Ms. Perry replied she could go back through their research studies and pull that data for the committee.

Ms. Hughes-Skandijs asked how detailed Travel Juneau's website metrics were and was looking for more analytics and demographics. Ms. Perry replied that analytics could get as granular as you like. We can provide heat maps, where people move around over time, we can take a snapshot of the activity in a given date range through our analytics; we have demographic data broken out by male and female, and by geography. We can get our website traffic, such as social traffic and referrals from Instagram, Facebook, TikTok, and Twitter. The best is the organic or we just pop up in the list when somebody runs a Google search for Travel Juneau. In general, the Travel Juneau site is one of the very first thing that pops. I can get some of those analytics if the committee wants.

Mr. Smith asked about TBMP and if Ms. Perry could speak to that, if it comes at a cost to Travel Juneau's budget, if it could be broken down, is it separate budget item. Ms. Perry replied that TBMP is a grant that is given to that program; it is a separate budget piece. It was a cooperative agreement with her predecessor and we give a small stipend to the person who, manages the phone lines, creates reports, and gets those generated to ensure all those calls are followed up on. This work is seasonal. To the Chair's question about visitor information services, two full time visitor information services staff are paid 60% through passenger fees. Typically, we have a full time seasonal staff that is paying 100% through passenger fees and then a number of the programs that we offer in terms of getting information out, printing, and training of our volunteers, that is paid for through passenger fees.

Chair Gladziszewski asked if Ms. Perry could get the Committee budget figures, such as how much is from the DMO part and how much from passenger fees.

Ms. Woll, who is the Travel Juneau Assembly liaison, asked what board representation is supposed to look like in terms of bylaws, if there are specific seats for hotels or other pieces of the industry, and how are those board members selected and elected. Ms. Perry replied that Travel Juneau's board is a self-selected board. That changed happened about three years ago, a decision of the board, so that we could have actually better representation for different industry sectors. At the time, it was decided not to have particular seats on the board to represent different sectors because we are having difficulty finding qualified folks who could serve, and are little operator heavy. We have a restaurateur, an Inn owner, CBJ staff who regularly attends, and our CBJ Assembly Liaison. The board has flexibility to put people on who would be able to help us out with particular situation, for example, it may be advantageous for the board at some point to have someone in accounting. Having an accountant sit on the board to help us make sure that we are really making the most of our funding, adhering to everything we need to adhere to, and it may be useful for us to have completely different sectors represented on the board. It was historically very difficult to get some sectors elected to the board, by going to this scheme and changing the bylaws we are fairly well rounded in the different operators and sectors that are represented with our partnerships. Chair Gladziszewski asked when the board and assignments changed from sector

representation to open. Ms. Perry replied that to her knowledge, the board did not have assigned seats at any time with the organization and had a member elected board. Getting particular sectors represented on that board could be difficult because our membership would vote with the people that they knew and certain sectors would be left out. Having better representation of the different sectors, we can see where the gaps are and then approach, a qualified board member to fill that seat.

Ms. Hughes-Skandijs mentioned that she looked at the website earlier and it looked like a Travel Juneau partner must employ board members when they join the board at that time. She mentioned that the mission of Travel Juneau is focused on convention customers and independent travelers and the membership of Travel Juneau partners may not necessarily be the same thing, although there is certainly overlap. Everybody benefits by having more folks in town, but perhaps a Travel Juneau partner is more setup to benefit from the cruise ship customers. She was wondering if you still have to be a partner of Travel Juneau in order to join the board. Ms. Perry replied that they require that board members be paid partners, whether they are a marketing partner or what we refer to as associate partners, those businesses that are tangentially benefited through the visitor industry, including banks, insurance organizations, and those businesses that benefit from the ripple effect of the industry. Our partners will tell you that the board members who serve rely on a heavy-duty mix of independent and cruise travelers for that that summer season. For us, we feel that, by bringing in conventions and by focusing on the independent sector, we are helping all of our partners across board get that revenue and we are helping caterers, print operators, and the construction industry. All of those folks benefit from the industry through that ripple effect. Although the board is operator heavy now, we do have an eye on the much bigger picture of the overall benefit to the community that the industry provides.

Chair Gladziszewski asked about the list of seats, one is from CBJ and there is nine seats. Are all nine of them are voting seats, including the CBJ one? Is the past chair seat the ex officio, if that is one person? Ms. Perry confirmed and commented they have one vacant seat.

Mr. Smith asked if DMOs should have more accountability to the local government via an appointment process or what is Travel Juneau's perspective if that were a requirement to have more of the board appointed. Ms. Perry replied that she could not answer for other DMOs and thought it was typical that there is municipal representation, depending on the makeup of the DMO and their funding sources. She could get that information for the Committee. Travel Juneau's board has discussed the idea of having a board member be run through the CBJ Human Resources process to be affirmed by the Assembly and have that level of accountability. They are open to having that be part of the selection process.

Chair Gladziszewski asked about the agreements from other cities and if Ms. Perry had heard back from any others. Ms. Perry replied that late in the day she received a contract from Ketchikan and no reply yet from Kodiak. Petersburg does not operate with a contract. Skagway and Haines are divisions within their cities. The Committee would like to dig into the contracts and information presented at this meeting and wants to make sure Travel Juneau is focused on the visitors that we want to attract and are doing it efficiently and that the governance of Travel Juneau reflects that and with accountability. There is no perfect direction on what how what needs to change, and that more information would be helpful. Mr. Smith wants to make sure Travel Juneau was doing the best they could on spending, using the public money well and has a board that reinforces that. Chair Gladziszewski is looking for more information about governance and other contracts, and if Ms. Perry could get anything about the board's makeup, governance, and the historical data regarding independent travelers. Whatever data is available and to be put in separate graphs. If the data are not comparable, that is fine, but multiple graphs to include information on independent travelers, the budget breakdown regarding the amount of your budget that

came from the DMO side, the bed tax side, and then the passenger fee. What pays for what would be interesting to know, put into a spreadsheet for the conventions.

Ms. Hughes-Skandijs asked about the information sites with the volunteers and the staff members who help folks, are those considered perks to partners, for instance, if volunteers push partners over. Ms. Perry replied that all of our volunteers are trained to provide at least three referrals. Those referrals can be Travel Juneau partners or not. If there is a business that does something that none of our partners do, we are going to promote that business. On our website we have contact only listings for non-paid so that they are represented on the website, but our goal is to ensure that our paid partners are taken care of. When we know of other qualified businesses, we do not hesitate to refer visitors to those businesses.

B. Ordinance 2021-35 An Ordinance Amending the Land Use Code to Create a Mixed Use 3 (MU3) Zoning District, a Neighborhood Commercial (NC) Zoning District (MOVED TO THE FIRST TOPIC)

Ms. Maclean discussed this topic. Page 36 of the packet gives a synopsis of what is being proposed, the context, and recommendation. These two zoning districts grew out of the Auke Bay zoning process, but are not specific to Auke Bay, this was with intention. We had proposed, an overlay district that would have made these specific to Auke Bay and there was a way to tailor it in that fashion. We recognized that these two types of zoning districts, maybe have desire in other parts of the borough, and we've been hearing that as we do other community planning or zoning efforts. For instance, we have Neighborhood Commercial and Mixed Use 3. The intent is that they are a smaller scale than; say Downtown Juneau, or the general commercial areas out in the Valley. What comes to mind where these could fit nicely, providing that we have a public process is that they could work well along Glacier Ave, for instance, where we have light commercial zoning. We have Coppa, Seongs, the Glacier and Salt Caves, and then apartments above. Right now, that sound like commercial, 45 feet in height, and then you drop right back to the Flats neighborhood. The neighborhood commercial would have about a 35 foot height maximum but still allow that flexibility of mix uses that really creates that pedestrian-village scale we heard from people through the Blueprint process that people want to see in this area. Another area that comes to mind is downtown South Douglas, where we hear loud and clear that they do not want to be downtown Juneau. Neighborhood commercial might be a nice fit there as we work through that planning process and continue to work with the people there. Mixed Use 3 is a little bit denser, 30 units per acre and neighborhood commercial is 15 units per acre, not quite as dense as Mixed Use, which is really around the Vintage Park Safeway area and Mixed Use is downtown Juneau.

These are options that provide a little more flexibility, more flexible setbacks geared towards a more pedestrian friendly scale. Smaller scale commercial development that would mix well with the residential uses. One thing to point out, because it is different from anything else we have done in Juneau, is that, knowing that housing is a real priority, the Commission recommended that single-family housing would not be allowed in these zoning districts. This is a new concept, as we have usually allowed single-family house homes to be built, unless you are an industrial zoning district. This kind of flips it on its head and really pushes to have some more mix use and a little bit more density, three dwelling units, for instance, or wanting dwelling units if they are combined with some type of retail or commercial use. Staff is not proposing these districts for any place in town, yet, but really just providing the option for the private sector to tell us where they want to see it, and what they would like to do and also may be coming out of the south Douglas Area plan and the Blueprint plan.

Mr. Smith asked about the table of permissible uses, restaurants and bars, page 51 of the packet, if bars would be allowed in this area. Ms. Maclean replied that was correct and the whole TPU was listed and the Commission has recommended to be allowed, either as ones or threes. Mr. Smith followed up about

the first two columns if they are the new zoning districts, and with the chart, ones means allowed, threes is conditional use, and if it's empty, no go. Did the Commission consider marijuana retail because that is prohibited in these new, proposed zoning districts and wondered about allowing bars. Ms. Maclean replied that we did consider that, as did the Commission. They are not allowed in neighborhood commercial but could be allowed in Mixed Use 3. Mr. Smith asked what would be the thought on why marijuana retail would not be allowed in the neighborhood commercial cultivation. Ms. Maclean replied that she would get back to Mr. Smith with more information.

Ms. Hughes-Skandijs moved to direct this ordinance back to the full Assembly. Passed, no objections.

C. Accessory Apartment Incentive Grant Update

Mr. Ciambor discussed this topic. The main tenant of the Housing Action Plan activities is that to ensure a healthy housing market. The community needs to spend its own resources to create more housing for families, workers, and seniors. The pie chart in the packets shows that the blue piece is the largest chunk and it goes counterclockwise to Senior Assisted Living, which was \$3.5 million in incentives. The caveat there is that about \$1.8 million will be returned to the City as part of the purchase and sales agreement within five years of operating that project. The community has spent \$3.3 million on Housing First supportive housing, with two rounds last year. The Covid rental assistance was about \$3 million, and the emergency shelter grant for Glory Hall was \$2.3 million. The Emergency/Cold Weather Shelter contract through the last four winters, including the extra Covid months, was \$577K. The Accessory Apartment incentive grant was \$162K, about \$80K in mobile home loans over the last four years, and then the property tax abatement is \$12,643. There are two projects for the property tax abatement that have utilized that in the last couple of years and that number will increase once the senior Assisted Living tax payment piece goes in and if downtown tax abatement is put into place.

The goal for establishing the Accessory Apartment grant program was to encourage homeowners to utilize the funds to create units on their property. Creating more developers within the community and encouraging that infill development and then encourage any legal units to come online. Income restrictions, specified use, target vacancy rates, or limits on use as short-term rentals were not considered as part of that initial ramp up for the program. Funding for the incentive grants came from the housing fund pilot program and was \$72K for 12 grants in 2016. There was a bit of hiatus while the Assembly and the Affordable Housing Commission reviewed the context and performance of the grants. In 2017, \$480K was put forth in \$96K per year, installments to forward fund through 2023.

Production today includes 27 accessory apartments have fully been vetted and gotten through the program by creating accessory apartments and receiving their certification of occupancy and have been awarded their grant funding. CDD data shows that of the \$162K in grants that has gone out, 27 Accessory Apartments have had total project cost of almost \$6 million, so good leveraging there. Right now, there are currently 19 projects in development, and if all of those get to certificate of occupancy that means 46 units will have been created over the four years of the program. One thing to note there have been a handful of extensions due to Covid delays and we have a backlog, otherwise it has been steady clip of between 10 and 12 accessory apartments per year. Breaking down production, nine were additions, 14 were remodels, and four new constructions, meaning single-family homes. Total costs covered by the CBJ grant are 5%, 17%, and 2% respectively. With new construction, the grant does not go as far as remodels where grantees get a little bit more bang for their buck. Additions are likely new builds and cover less. Projects currently in process are broken down similar, with three more additions coming online, 13 remodels and 3 as part of new construction.

The question that came about on the use of these grants on terms and short-term rentals once the program has completed. We took the CDD data and consulted with the Sales Tax office on the 27 properties, to see what we could find if they had operated, registered, or paid sales taxes as part of a short-term rental operation. A summary of the research is as followed. Sales tax numbers for individual property cannot be disclosed based on CBJ code. Matching the grant applicant information with the business accounts was a little tricky, and the Sales Tax office could get it figured out but it did not always match up perfectly. There was some sleuthing that had to be done in those instances, but overall, eight of the 27 units could be confirmed of having paid sales tax for being used as a short-term rental at some point and four of those had not been used very often and had actually closed their accounts by 2020. Four used their properties as the main sales tax generators, and one was a super outlier and probably covered most of the more than 50% of the overall sales tax that the City has received. Those four are using it frequently as part of a business model going forward. The total summary of sales tax being received from these projects is around \$50K, you have to take that, in consideration of the \$162K that is going out and Sales Tax has recovered a bit of that as well.

We are at the midway point for the second chapter of the Accessory Apartment incentive grant program. Thinking about changes to a program like this, you have to consider what modifications to be put into place. A strength of the program is that it is minimally an administrative burden. From the time of contact there's a one-year window, where the applicant must apply, get their certification of occupancy, receive funds, and then the relationship has ended, and it is on to recruiting and finding the next grantee. Some things to consider in the long term, modifications would have to be put into the program, staff time on compliance issues, and mechanisms for better tracking. For example, if all 46 of the units were being created, and there was a 10-year requirement to keep rents at \$500, again as the program keeps going on that's more and more properties to track. Licensing or permitting software would potentially be an option, penalty considerations for noncompliance is something that would have to be considered, and then the impact on grantees interest in utilizing the program.

Mr. Smith asked if there is no prohibition on grantees from using it as a short-term rental. Mr. Ciambor confirmed. Mr. Smith asked if there was enforcement, if that would be time consuming and if that would be a change to the program, such as a five-year prohibition or you cannot use it. Mr. Ciambor replied that we would have to evaluate staff time on the compliance piece that does not exist right now. You would also have to think about compliance penalties if staff finds they have not handled that obligation during that five-year period. Mr. Smith asked about evaluating efficiencies and effectiveness of the programs, we were not tracking accessory apartments before the grant program so do we know that the \$6,000 has actually led to an increase in apartments or were they just going to be built anyway. Mr. Ciambor replied that there were considerations in the interim between the pilot and the five-year program, with the \$480K set aside for to keep it running. Staff and the Assembly had talked about making sure that this was a consistent program so that it was more likely to get projects that need the money in years 2, 3, and 4, because you can plan and it is difficult to put these projects together. There are people ready to get the grant so there is rationale for extending the period to the five-year window to cover that. We were not tracking who was in the market, and if this was going to be the piece that got them over the hump. We are in the middle of the third year.

Mr. Smith asked if this was a good use of City money to create more housing. Mr. Ciambor replied that it is a fantastic program, utilizing homeowners who want to use their land to put housing on it, so you are creating more developers an infill. The City is getting an enormous bang for their buck by only providing \$6,000 and grant funding, which is an average between \$35K and \$50K per unit, depending on the type of accessory apartment being developed. If you compare that to the funding ratio for other

grant programs, like the supportive housing, which is more expensive, or some of the criterion for the affordable housing fund, which allows for up to \$50K per grant or loan per unit.

Ms. Triem asked if the rate of use and amount have been steady over the last three years. Mr. Ciambor replied that the amount of interest in the program and the amount of grants that have gone it is hard to say because of the Covid interruption. We do have about eight or nine that have been extended. I think we would be averaging around 10 to 12 units per year and it is popular and steady. Ms. Triem asked if Mr. Ciambor if \$6,000 was the right amount, the history on why that amount was settled on, and if changing that amount to incentivize more to see if that has an effect, or if we cannot get to a feasible amount of money that would actually make a difference. Mr. Ciambor replied that he started with the City right after the discussion on the implementation of the pilot program. He helped facilitate the operation of it, but missed some of the early conversations and was not sure how the \$6,000 was landed on but thought it was a recommendation from the Affordable Housing Commission. There was a lot of debate on what changes we can make to get more bang for the City's buck or more affordability in the next round. There was an idea that if we only give out \$3,000 in grants, that means we will have more money and will attract more potential homeowners to use the program but, at the end of the day for consistency, it is at \$6,000. The thought was what if we convert it into loans there would be a push to reserve the nexus of the housing fund. If this project seems to have worked at this level, future iterations could potentially go in the opposite direction, as we know now that the accessory apartments are coming in expensive. If the desire of the Committee or the Assembly is to target more affordability or to get people to rent their apartments that they create with this program to either homeless, low-income residents, or a certain rental level, then you could take into consideration increasing the grant amount in order to try get folks to participate. There is some flexibility; it is just a matter of how you want to approach the analysis of the next rounds of this program.

Chair Gladziszewski commented that she did not recall where the \$6,000 was developed, but that there was a lot of discussion about it. She commented on Mr. Ciambor's point about using some of the bed taxes, but that was not the point of the program, it was to make housing for people to live in. She would be interested in simply prohibiting it for a number of years and the penalty would be to have to give the money back. This is just an idea for down the road. Mr. Ciambor replied that the Accessory Incentive grant program's original purpose was fantastic. CBJ gets calls from planners and other communities looking to replicate it. It has been successful, to get money into homeowners and to develop units.

VII. STANDING COMMITTEE TOPICS

A. Status of Housing Initiatives Updates (verbal)

Mr. Ciambor let the committee know that the Torrey Pines Development Senior Living center groundbreaking ceremony will be on Wednesday, September 8, 2021 at 11:00am. He also noted that the application guidelines for the affordable housing fund needs a couple of details shored up, so that will be posted with the competitive round of funding for the \$700,000 tomorrow, September 8, 2021.

B. Status of Title 49 Updates (verbal) – No update.

VIII. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

No comments or questions.

IX. ADJOURNMENT

Chair Gladziszewski adjourned the meeting at 6:28 PM. Next meeting Monday, September 20, 2021.

MEMORANDUM

CITY/BOROUGH OF JUNEAU

Lands and Resources Office
155 S. Seward St., Juneau, Alaska 99801
Dan.Bleidorn@juneau.org
(907) 586-5252

TO: Maria Gladziszewski, Chair of the Assembly Lands Housing and Economic Development Committee

FROM: Dan Bleidorn, Lands and Resources Manager *Daniel Bleidorn*

SUBJECT: Franklin Foods Request to Purchase City Property at 139 S. Franklin St.

DATE: September 15, 2021

On June 3, 2021, David McCasland of Franklin Foods LLC submitted an application to purchase City property located at 139 S. Franklin St. This property was formally Gunakadeit Park, is roughly 4,000 square feet, and is currently being leased to Franklin Foods as part of a food court. McCasland has a contact to purchase the former Gastineau Apartments property located at 127 S. Franklin St., which is adjacent to the City's property. It is roughly 16,000 square feet and is leased to Franklin Foods for the food court.

In 2018, the Division of Lands and Resources received a similar application to buy this property, also from Franklin Foods LLC. During the Assembly 2018 review, Assembly Member Jones noted that if the purchase of the neighboring property did go through that it would be worth approaching the Assembly again to request another proposal to purchase Gunakadeit Park at that time. The Assembly, at the November 5, 2018 meeting, directed the City Manager to negotiate a fair market value lease of Gunakadeit Park. The current lease agreement is for one year and has two additional one year terms remaining.

City Code 53.09.260 states that the Assembly must determine "whether the proposal should be further considered and, if so, whether by direct negotiation with the original proposer or by competition after an invitation for further proposals. Upon direction of the Assembly by motion, the Manager may commence negotiations for the lease, sale, exchange, or other disposal of City and Borough land."

This Committee forwarded this application to the Parks and Recreation Advisory Committee (PRAC) at the July 19 2021 meeting. The PRAC reviewed this request at the September 7th meeting and provided a recommendation that "The PRAC's mission is to recommend and assist in developing a well-managed park system which improves the quality of life for the citizens of Juneau. To that end, it is not in the best interest of the citizens of Juneau to recommend the disposal of any parkland. That notwithstanding, Gunakadeit Park, due to its historic management challenges, does not meet the definition of parkland as it is a 'Special

Use Area' and the PRAC recommends the disposal of this small, non-conforming parkland with a recommendation that the proceeds of the sale be used to provide improvements to the park system."

If the Assembly provides direction by motion, the Manager will begin negotiations and if negotiations are successful, an ordinance will be drafted and introduced to the Assembly.

Staff request that the Lands, Housing and Economic Development Committee forward this application to the Assembly with a motion of support for working with the original proposer.

Attachments:

1. Dave McCasland 2021 letter to the Assembly
2. Property Map

Dear Mayor Beth Weldon and assembly members,

I am owner and operator of Deckhand Dave's Fish Tacos located in the Franklin food court at the intersection of Front Street and South Franklin Street in Downtown Juneau.

I am currently in the process of further developing my business by securing the property rights of my present site located on previous Gastineau Apartment property, 127 South Franklin Street and have a broader interest in opening discussions with the City and Borough of Juneau to secure the adjacent City owned property formally known as Pocked Park located at 139 South Franklin Street for a business development expansion.

For background information, I moved and developed my current location in 2018 when the food trucks and stands were required to move from the downtown Juneau waterfront location of the Archipelago lot. Because of this required relocation, to open operations, at my current location, I negotiated an agreement with the owners of the Gastineau apartment property and the city to create the Franklin Food Court.

For this initial development, I personally invested over \$100,000 in upgrades to the current site to make the site operational to support my business by upgrading and enlarging the site which required re-grading, security fencing, lighting and connections to sewer, water, and electricity.

The result of this effort provided space for my business as well as (5) seasonal businesses previously located at the Archipelago site that otherwise would not have opened in 2019.

This effort secured (12) of my own employees as well as 20 employees from the other (5) businesses for a total of 32 seasonal workers. Business has since been successful where with my efforts, I expect to expand my current employment by adding a Champagne oyster bar selling local oysters from the Salty Lady.

My personal goal is to be a life-long Juneau resident and to do my best by contributing to the vitality of historic downtown Juneau; a trend we see currently underway along North Franklin Street and throughout downtown Juneau. I intent to do my absolute best to improve Juneau and help make downtown what I know it could be.

I have preliminary sketches that involve expanding pocket park up the hillside for a better view and to create more business opportunities for other food trucks like myself. With this development of this vision, I intend to create retail and hospitality space for year-round business and with plans to create 10 more jobs with just my business alone.

The long-term vision is to work with local interests and potentially introduce more housing in developing the upper portion of the property connecting to Gastineau Avenue.

Juneau has so many empty buildings and I want to make it my life goal to have them all open and operating. All business would do better when there is more activity happening around them.

Immediate interest is to work with development interests and restore the Rockwell Building adjacent to my current operation to historical standards with my personal goal to repaint the exposed 2-story Rockwall wall with a mural suggested to be depicting Elizabeth Peratrovich as a favored ideal. This would be an added highlight in the heart of downtown Juneau.

I am writing to you now to open discussions for the purchase of the Pocket Park property to help secure financing and am in current discussions with numerous local banks. Financing is reliant by securing Pocket Park simultaneously with the purchase of the Gastineau Apartment property to insure future potential growth as primary access to the Gastineau property is through the Pocket Park parcel.

The history of Pocket Park is that Pocket Park was in fact given to the city in 50's and was originally part of the Gastineau parcel.

My request is to have the City and Borough of Juneau sell me 139 s Franklin's contingent on the purchase of the Gastineau apartments parcel.

Thank you for your time and consideration of this inquiry.

David McCasland



(907) 586-0757
Jill.Maclean@juneau.org
www.juneau.org/CDD
155 S. Seward Street • Juneau, AK 99801

September 16, 2021

MEMO

To: Chair Gladyszewski, and Assembly Lands, Housing, and Economic Development Committee

From: Jill Maclean, Director, AI 

Date: September 16, 2021

RE: Ordinance 2021-38 Honsinger Drive Rezone (Industrial to General Commercial)

Attached, please find Ordinance 2021-38 and an excerpt containing the Planning Commission NOR and Staff Report. The complete staff report may be found on-line in the Assembly packet that was posted for the Assembly meeting on September 13, 2021.

Recommendation

The LHEDC forward a motion of support to rezone lots along Honsinger Drive from Industrial to General Commercial.

The developer of the Honsinger Pond Subdivision requested to rezone nine lots (2, 3, 4, 5, 6, 10, 11, 12 and 13) from Industrial to General Commercial. The Planning Commission, on August 10, 2021, found the proposal was for more than two acres, expanded an existing zoning district, and substantially conformed to the Resource Development designation of the Comprehensive Plan maps. However, the Planning Commission recommended the Assembly rezone different lots (~~2~~, 3, 4, 5, 6, 7, 8, 9, 10, 11, ~~12, and 13~~) because of the noise from the airport, visibility from Egan, and align with nearby existing land uses.



Planning Commission

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

PLANNING COMMISSION NOTICE OF RECOMMENDATION

Date: August 24, 2021

File No.: AME2021 0009

City and Borough of Juneau
155 S. Seward Street
Juneau, Alaska, 99801

Proposal: A rezone from Industrial to General Commercial on Honsinger Drive.

Property Address: Unassigned, Honsinger Drive

Legal Description: Honsinger Pond, Lot	Parcel Code
3	5B1401050030
4	5B1401050040
5	5B1401050050
6	5B1401050060
7	5B1401050070
8	5B1401050080
9	5B1401050090
10	5B1401050100
11	5B1401050110

Hearing Date: August 10, 2021

The Planning Commission, at a regular public meeting, adopted the analysis and findings listed in the attached memorandum dated August 3, 2021, and recommended that the Assembly approve a rezone from Industrial to General Commercial for certain lots on Honsinger Drive. The applicant requested rezoning Honsinger Pond Lots 2, 3, 4, 5, 6, 10, 11, 12, & 13 (7.1 acres) from Industrial to General Commercial. The Planning Commission modified the proposal and recommended rezoning of Honsinger Pond Lots 3, 4, 5, 6, 7, 8, 9, 10 & 11.

Attachments: August 3, 2021 memorandum from Irene Gallion, Community Development, to the CBJ Planning Commission regarding AME2021 0009.

City and Borough of Juneau

File No.: AME2021 0009

August 24, 2021

Page 2 of 2

Additional findings:

- General Commercial allows more intense residential development than Industrial.
- Residential uses are incompatible with Day Night Average Sound Levels over 65 decibels. [FAA Advisory Circular AC150/5190(B) (draft) Table 2.1, "Land Use Compatibility with Yearly Day-Night Average Sound Levels (DNL)].
- Juneau Noise Exposure Maps show DNL between 65 and 70 for Honsinger Pond Lots 2, 12, and 13 [Airport Sustainability Master Plan (no date), Page 351 (Land Use Drawing, sheet 10 of 11)].
- Honsinger Pond Lots 2, 12, and 13 were originally included in the applicant's proposed rezone to General Commercial. Collectively they are 108,907 square feet.
- Honsinger Pond Lots 2, 12, and 13 were removed from the Planning Commission's recommendation due to mapped airport noise impacts.
- Honsinger Pond Lots 7, 8, and 9 were not included in the applicant's proposed rezone to General Commercial. Collectively they are 273,748 square feet.
- Honsinger Pond Lots 7, 8, and 9 were added to the Planning Commission's recommendation to:
 - Accommodate the loss of Honsinger Pond Lots 2, 12, and 13.
 - Meet Comprehensive Plan goals of light industrial or heavy commercial uses in the thoroughfare view shed (2013 Comprehensive Plan, page 180).
 - Facilitate consistent use with regularly-shaped zoning area.

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



Michael LeVine, Chair
Planning Commission



Filed With City Clerk

August 26, 2021

Date

August 26, 2021

Date

cc: Plan Review

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

**PLANNING COMMISSION STAFF REPORT****REZONE AME2021 0009****HEARING DATE: AUGUST 10, 2020**

(907) 586-0715

CDD_Admin@juneau.org

www.juneau.org/CDD

155 S. Seward Street • Juneau, AK 99801

DATE: August 3, 2021**TO:** Michael LeVine, Chair, Planning Commission**BY:** Irene Gallion, Senior Planner

THROUGH: Jill Maclean, Director, AICP**PROPOSAL:** Applicant requests a rezone from Industrial to General Commercial on Honsinger Drive.**STAFF RECOMMENDATION:** Staff recommends the Planning Commission forward a recommendation of APPROVAL to the Assembly.**KEY CONSIDERATIONS FOR REVIEW:**

- General Commercial (GC) in high visibility area complies with the Comprehensive Plan.
- Industrial zoned land provided as a buffer between proposed GC and the airport.
- While GC creates opportunity for residential use, other commercial uses are more compatible with airport and wildlife concerns.

ALTERNATIVE ACTIONS:

1. **Amend:** recommend an amended rezone boundary; recommend an alternative zoning district; or recommend conditions.
2. **Deny:** recommend denial of the requested rezone. Planning Commission must make its own findings.
3. **Continue:** continue the hearing to a later date if determined that additional information or analysis is needed to make a decision, or if additional testimony is warranted.

ASSEMBLY ACTION REQUIRED:

Assembly action is required for this rezone.

STANDARD OF REVIEW:

- Quasi-legislative decision
- Requires five (5) affirmative votes for approval
- Code Provisions:
 - o 49.75.120
 - o 49.10.170(d)
 - o 49.80

GENERAL INFORMATION

Property Owner	Bicknell Inc. & GSA, LLC
Applicant	Bicknell Inc. & GSA, LLC
Property Address	Honsinger Drive
Legal Description	Honsinger Pond Lots 2, 3, 4, 5, 6, 10, 11, 12, & 13
Parcel Number	5B1401050020; 030; 040; 050; 060; 100; 110; 120; 130
Zoning	Industrial
Land Use Designation	Resource Development
Area of Rezone	7.1 acres
Water/Sewer	CBJ
Access	Honsinger Drive
Existing Land Use	Vacant
Associated Applications	No

The Commission shall hear and decide the case per 49.75.120 - Restrictions on rezoning. Rezoning requests covering less than two acres shall not be considered unless the rezoning constitutes an expansion of an existing zone. Rezoning requests which are substantially the same as a rezoning request rejected within the previous 12 months shall not be considered. A rezoning shall only be approved upon a finding that the proposed zoning district and the uses allowed therein are in substantial conformance with the land use maps of the comprehensive plan.

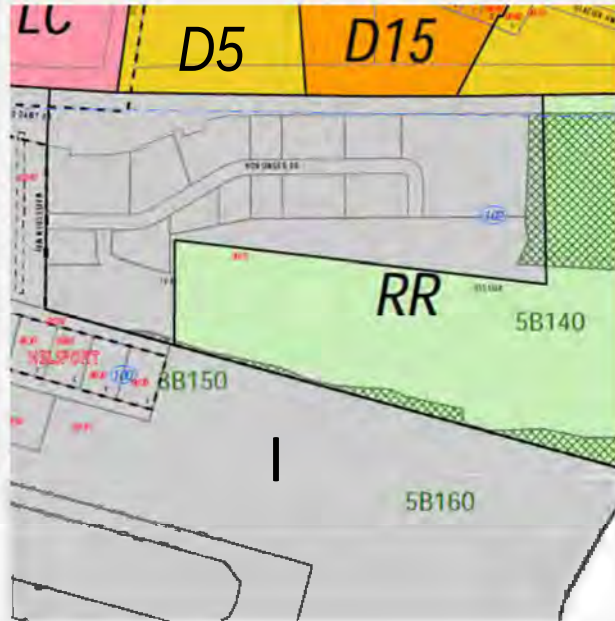
SITE FEATURES AND ZONING



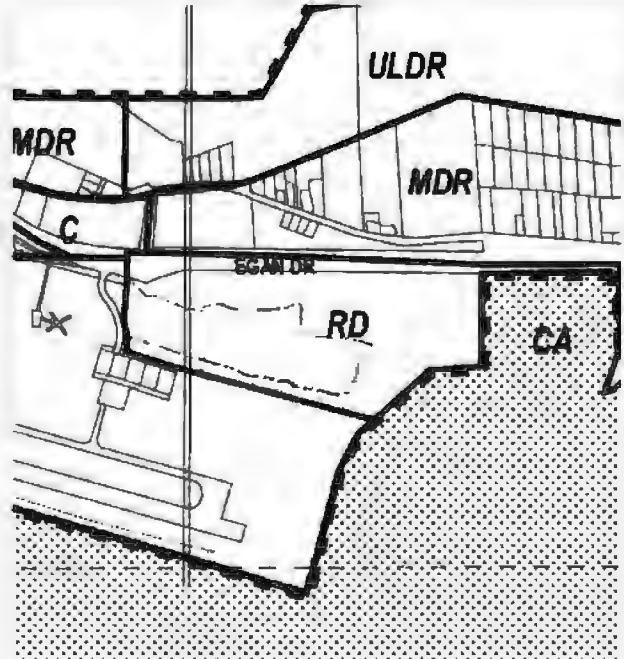
SURROUNDING ZONING AND LAND USES	
North	Egan Drive/Juneau Christian Center
South (I)	Vacant
East (I)	Vacant
West (I)	Maplesden Way/Juneau International Airport

SITE FEATURES	
Anadromous	No
Flood Zone	AE
Hazard	No
Hillside	No
Wetlands	Yes
Parking District	No
Historic District	No
Overlay Districts	No

CURRENT ZONING MAP



LAND USE DESIGNATION MAP



BACKGROUND INFORMATION

Project Description – The applicant proposes a rezone of nine lots, consisting of 7.1 acres, from Industrial to GC on Honsinger Drive near the Yandukin Drive and Egan Drive intersection (**Attachment A**).

The intent is to maintain an Industrial-zoned buffer between the GC lots and the airport property.

The GC zoning district conforms to the Comprehensive Plan Land Use Map Designation of Resource Development (RD). The 2013 Comprehensive Plan describes mapped RD lands:

*Land to be managed primarily to identify and conserve natural resources until specific land uses are **identified and developed**. The area outside the study area of this Comprehensive Plan is considered to be designated Resource Development. As resources are identified and extracted from these lands, they should be re-designated and re-zoned appropriately. (Emphasis added)*

Specific land uses have been identified, but not developed. The applicant has had multiple queries for commercial uses, some of which have more intense office use that are not permissible in the Industrial zoning district.

Resources are still being extracted from the land. The applicant is continuing dredge and fill operations for further development.

When additional uses are identified, developed, and extraction has ceased, a map amendment would be appropriate.

Note that the Comprehensive Plan Land Use Maps were not updated after the last rezone from Rural Reserve (RR) to Industrial.

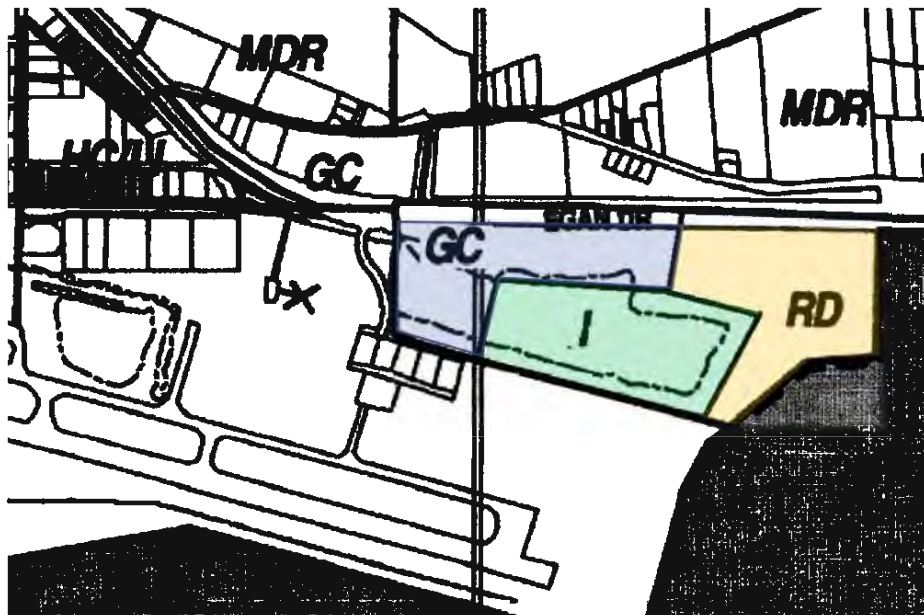
The proposal includes maintaining an Industrially-zoned buffer between the proposed rezone area and the airport. This accommodation sustains the Comprehensive Plan goal of new industrial land, while recognizing the need to provide expansion capability for heavy commercial and light industrial uses.

Is this spot zoning? “Spot zoning” is when a small lot is zoned for a use altogether different from the surrounding area for the benefit of the owner and to the detriment of neighbors. This proposal is not spot zoning:

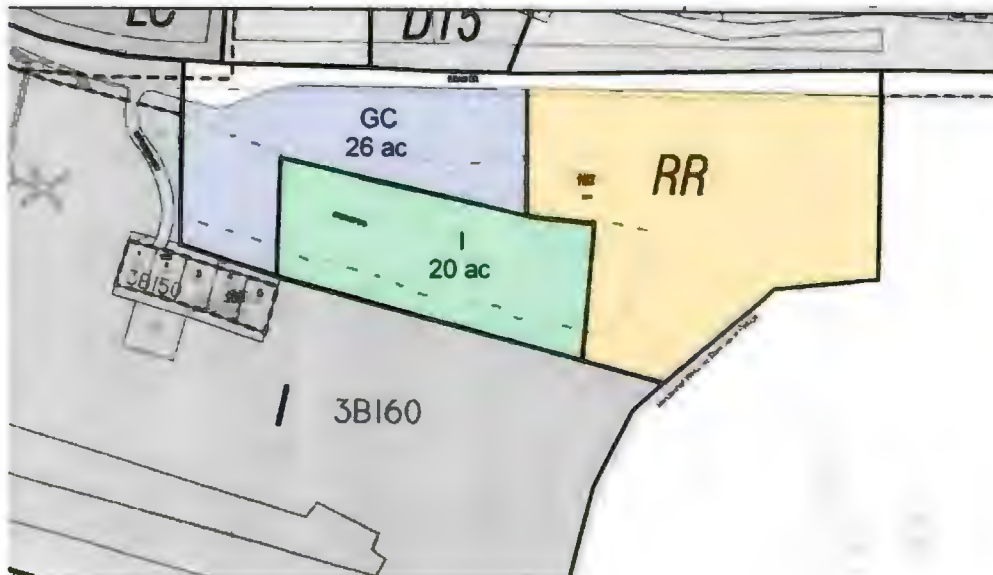
- The rezone encompasses 7.1 acres of land, and a minimum of 2 acres is required by the Land Use Code.
- As noted above, the current development is consistent with the Comprehensive Plan Land Use Map designation, and is a comparable use with the land around it.
- As the area is developed, the need for Industrial and GC land will be evaluated and balanced.
- The proposal maintains Industrial zoning adjacent to the airport property. This limits residential uses in close proximity to the airport to one caretaker residence per lot.
- While GC could allow more residential development near the airport, the height and use limitations are compatible with navigation safety.

Background –

In 2013, the Planning Commission (Commission) heard a proposed Comprehensive Plan Land Use Map amendment for a combination of Industrial, GC, and RD for the area. The vote was 3 to 3, and the map amendment failed. In their Findings, the Commission indicated that the current land use designation provided adequate development opportunity such as resource extraction, recreational uses, and residential uses. The Commission said development could occur while maintaining cherished community viewsheds. **Attachment B** includes the Notice of Decision, staff report, and minutes from two applicable Commission meetings. The map below illustrates the 2013 proposal:



In December of 2013 and January of 2014, a series of meetings were held where the Commission heard a proposed rezoning to a combination of Industrial, Light Commercial, and Rural Reserve. During those meetings, the Commission did not approve the rezoning, the vote was 5 to 2. The Commission also failed to approve a motion to request that the Assembly consider purchasing the property; they were unable to get the five votes required to pass the motion. **Attachment C** includes the Notice of Decision, staff report, and minutes from two applicable Commission meetings. The map below illustrates this proposal:



The decision was appealed to the Assembly, who supported the Commission's decision to deny the rezone with a 5 to 4 vote (**Attachment D**).

In 2017, a rezone of 23 acres from RR to Industrial was approved (**Attachment E**).



Permit and Parcel History – The below table summarizes relevant history for the lot and proposed development.

Item	Summary
USE-CU66-04	Permit for a borrow pit.
USE-CU85-33	Continuation as a borrow pit.
USE1997-00023	Continuation as a gravel pit.
USE2007-00013	Continuation as a gravel pit. While the previous Conditional Use Permit had a 10-year expiration, there was no explicit expiration for this permit.
BLD2012 0410	Stockpile for 8,000 cubic yards of fill.
AME2012 0011	An application to rezone the Honsinger Pond tract to a combination of Industrial and Light Commercial classifications. This application was withdrawn before the Planning Commission hearing.
BLD2013 0252	Grading permit to fill 150,000 cubic yards.
AME2013 0007	A request to amend the Comprehensive Plan Land Use Map G from RD to a mix of Industrial, GC, and RD in the area of Honsinger Pond. The Land Use Map amendment failed 3 to 3 at the Commission. This tie resulted in a denial recommendation, and the recommendation was appealed to the Assembly and withdrawn before it was heard.
AME2015 0015	A request to rezone 83 acres of Rural Reserve to a mixture of Industrial, Light Commercial, and Rural Reserve. The Commission denied the request. The Commission's decision was appealed to the Assembly. The Assembly declined to have an ordinance introduced to rezone the property at that time.
AME2016 0007	A request to rezone 23 acres of the 83 acre tract from RR to Industrial zoning was approved.
SMP2019 0003	Major Subdivision Preliminary Plat: Preliminary plat approval for a phased major subdivision creating 14 lots and 1 large tract for further subdivision (15 lots total).
SMF2020 0002	Major Subdivision Final Plat: A subdivision of Tract B1 within U.S. Survey 1568 into Honsinger Pond Subdivision Phase 1 comprised of 15 lots.

Zoning History – The below table summarizes zoning history for the lot.

Year	Zoning	Summary
1969	R40	<i>...Also, it is recognized that much of the rural area of the city and borough has no pattern or trend of development established, therefore, this district may also be utilized as a reserve or holding zone from which changes may be made as the community grows or as needs for various types of land are determined... It is noted that the "reserve or unclassified" area designated on the comprehensive plan purposely do not attempt, at this time to anticipate and pre-set particular urban patters but are instead designed to provide a base from which changes may be made as definite planning objectives evolve or are formulated in light of a changing population or economy.</i>
1987	Rural Reserve	<i>The RR, rural reserve zoning district, is intended for lands primarily in public ownership managed for the conservation and development of</i>

Year	Zoning	Summary
		<i>natural resources and for future community growth. In addition, recreation cabins, lodges, and small seasonal recreational facilities may be allowed.</i>
2017	Industrial	<i>The I, Industrial district, is intended to accommodate industrial activity, which includes manufacturing, processing, repairing and assembling goods. Because of noise, odors, waste, and other impacts inherent in Industrial activity, performance standards are applied.</i>

ZONING ANALYSIS

CBJ29.25.200 Zoning Districts Defined –

Current Zoning – Industrial	Proposed Zoning – General Commercial
<i>The I, industrial district, is intended to accommodate industrial activity, which includes manufacturing, processing, repairing and assembling goods. Because of noise, odors, waste, and other impacts inherent in Industrial activity, performance standards are applied.</i>	<i>The GC, General Commercial district, is intended to accommodate most commercial uses. Commercial activities are permitted outright in the zone except for those few uses that are listed as conditional uses to ensure compatibility. Residential development is allowed in mixed- and single-use developments in the General Commercial district.</i>

CBJ 49.25.300 Table of Permissible Uses Comparison – The lots are undeveloped. No uses or properties will be made nonconforming through this rezone. A complete comparison of the Table of Permissible Uses for Industrial and GC zoning is in **Appendix F**.

With the rezone from Industrial to GC, developers will lose the ability to:

- Store explosives and ammunition (TPU 4.200)
- Process seafood (TPU 4.210)
- Operate shooting ranges (TPU 6.280)
- Commercial agriculture with more than three animals (TPU 14.210)
- Silviculture and timber harvesting (TPU 14.300)
- Mine (TPU 14.400)
- Operate an airport (TPU 15.200)
- Operate a crematorium (TPU 20.200)

CBJ 49.25.400 Dimensional Standards – Lot dimensional standards are the same for Industrial and GC zoning. The lots are undeveloped. No structures will be made nonconforming.

Standard		Industrial Zoning	General Commercial Zoning
Lot	Size, square feet	2,000	2,000
	Width, linear feet	20	20
	Depth, linear feet	60	60
Setbacks, linear feet	Front	10	10
	Rear	10	10

Standard		Industrial Zoning	General Commercial Zoning
	Side	0	10
	Street Side	10	10
Lot Coverage		No restriction	No restriction
Height			
	Permissible	No restriction	55
	Accessory	No restriction	45

CBJ 49.25.500 Density – If the lots proposed to be rezoned GC were developed strictly with residential uses at a density of 50 units per acre, the rezone would yield 356 units.

Lot	Size	Possible Residential Units	
		General Commercial	Industrial
2	52,007	60	1
3	53,468	61	1
4	21,779	25	1
5	43,558	50	1
6	39,188	45	1
10	21,779	25	1
11	21,819	25	1
12	21,842	25	1
13	35,058	40	1
TOTAL		356	9

The lots are undeveloped, so rezoning would not make any residences nonconforming.

Potential for Subdivision – Industrial and GC zoning have the same minimum lot size of 2,000 square feet.

Lot	Size	Subdivision
2	52,007	26
3	53,468	27
4	21,779	11
5	43,558	22
6	39,188	20
10	21,779	11
11	21,819	11
12	21,842	11
13	35,058	18

TRAFFIC AND TRANSPORTATION

Access	Roadway Classification	Current Level of Service
Honsinger Drive	Local	N/A
Yandukin Drive	Collector	Unknown

Honsinger Drive has a 60 foot right-of-way with 12.5 foot lanes and sidewalk on one side of the street. This could accommodate up to 499 average daily trips. Honsinger Drive accesses Yandukin Drive.

Non-motorized transportation – Currently, the closest bus stop is across Egan Drive between Juneau Christian Center and Fred Meyer. Pending intersection improvements proposed by the Alaska Department of Transportation and Public Facilities will provide pedestrian access across Egan Drive (<https://dot.alaska.gov/sereg/projects/egan-yandukin/>). On the south side of Egan Drive, the closest bus stop is at Crest Street.

Proximity to Transportation – A historical concern has been the property's proximity to the airport, and how property development might impact airport operations.

The Federal Aviation Administration (FAA) produces Advisory Circulars for various topics. The documents are required compliance if an airport receives federal funding. They are currently developing an Advisory Circular for "Airport Use Compatibility Planning" (AC150/5190-4B). This discussion is based on that circular, which is publicly available in draft form:

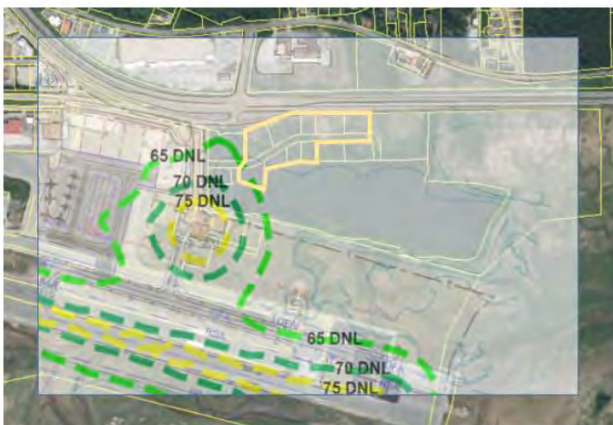
https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentnumber/150_5190-4).

The FAA defines airport-compatible land uses as those that can coexist with a nearby airport without constraining the safe and efficient operation of the airport, or expose people living or working nearby to significant noise impacts or hazards. Concerns fall into three categories: Aircraft Noise, Airspace, and Wildlife and Bird Attractants.

Aircraft Noise – Lot 13 may be incompatible with residential uses due to airport noise. Lots 2 and 12 may be incompatible with residential use in the future.

The FAA uses a term called "Day-Night Average Sound Level," or DNL. All uses are compatible with DNL below 65. Above 65 DNL is incompatible with residential uses and schools. From 65 DNL to 70 DNL is compatible with hospitals, nursing homes, churches, and auditoriums if designed for noise reduction (**Attachment G**).

The Juneau International Airport (JIA) has provided noise maps developed for the JIA Airport Sustainability Master Plan draft modeling noise levels (**Attachment H**). Below the 2015 (left) and 2035 (right) noise models are juxtaposed on the proposed project site.



DNL between 65 and 70 impacts Lot 13. Modeling for 2035 shows impacts to Lots 2 and 12.

CBJ building code does not currently require noise mitigation for any structure. The owner determines the need for constructed noise mitigation. Conditions could be placed upon Building Permits and Conditional Use Permits (if required) to ensure compliance with FAA advisory circulars.

Airspace – GC zoning is more compatible with FAA airspace concerns due to zoned height restrictions and restricted uses.

When considering possible obstructions to air navigation, the FAA uses what they refer to as “imaginary surfaces.” Imagine a stadium with the airport in the middle. The stadium seating is the imaginary surface. Any object off the airport and within that imaginary airspace may impact navigation and routing.

The center part of the stadium is 1,000 feet wide, and centers on the runway. The stadium seating along the side of the runway is at a 7 to 1 slope. JIA has an “airspace plan” representing imaginary surfaces (**Attachment I**) in the JIA Airport Master Plan.

For JIA, the imaginary surface for the runway extends to the edge of the taxiway. Lot 13 is approximately 900 feet beyond that. The height of a structure at Lot 13 would be limited to 128 feet in order to avoid penetrating the imaginary airspace. Height restrictions for GC are 55 feet for permissible uses, and 35 feet for conditional uses. Industrial zoning has no height limit.

The FAA has developed a tool for developers to enter dimensional information about their development to determine if they need to file notice with the FAA:

<https://oeaaa.faa.gov/oeaaa/external/gisTools/gisAction.jsp?action=showNoNoticeRequiredToolForm>

In addition to structures, the FAA is concerned with activities that produce:

- Dust or other particulate matter that impacts visibility
- Glare, pattered or strong light, or reflections
- Smoke, steam, and smog
- Electronic interference

Storage of explosives and ammunition, shooting ranges, towers and antennas more than 50 feet in height, and crematoriums are Industrial uses that may cause concerns for airspace, and are not permissible under GC.

Wildlife and Bird Attractants – GC zoning limits activities that attract wildlife and are incompatible with airport operations.

One need only recall the “Miracle on the Hudson” to understand the importance of managing birds and wildlife near an airport. The FAA says that from 1988 to 2015, wildlife strikes killed more than 262 people and destroyed over 247 aircraft worldwide. The majority of the strikes were at or below 500 feet above ground level, and twice as many strikes occurred during landing as during take-off and climb.

Seafood processing, outdoor recycling storage, and sanitary landfill are uses that are attractive to wildlife. The Table of Permissible Uses allows these uses in Industrial zoning, and are not permissible in GC.

COMMUNITY SERVICES

The table below summarizes community services that may be affected by the proposed rezone.

Service	Summary
Water/Sewer	Not impacted.
Fire Service	Not impacted.
Schools	Residential impact may impact.
Recreation	Not impacted.

ENVIRONMENTAL, CONSERVATION, HISTORIC, AND ARCHEOLOGICAL RESOURCES

The table below summarizes Conservation, Historic, and Archeological Resources which may be affected by the proposed rezone.

Resource	Summary
Conservation	Mendenhall Wetlands are a Comprehensive Plan mapped Conservation Area.
Wetlands	Class B in the project area with enhancement potential in the Honsinger Pond area, enhancement potential with restrictions in the Mendenhall Wetlands.
Anadromous	Unnamed creek 180 feet from subdivision; 1,100 feet from rezone.
Historic	Unknown.
Archeological	Unknown.

CONFORMITY WITH ADOPTED PLANS

2013 COMPREHENSIVE PLAN VISION: *The City and Borough of Juneau is a vibrant State Capital that values the diversity and quality of its natural and built environments, creates a safe and satisfying quality of life for its diverse population, provides quality education and employment for its workers, encourages resident participation in community decisions and provides an environment to foster state-wide leadership.*

2013 COMPREHENSIVE PLAN -			
Chapter	Page No.	Item	Summary
10	135	Text	Sufficient land is needed for commercial and industrial activities. Designated land use should be based on special needs and location criteria for each sector, as well as land characteristics.
10	136	D	Light industry such as contractors, repair services, and household services are compatible with industrial use.
11	144	Text	Project area is expected to be available for development in the long term.
11	147	Text	RD definition recognizes that land should be rezoned as developed.
11	180	Guidelines for Subarea 4: 2	Provide increased commercial development close to existing commercial areas.
	180	Guidelines for Subarea 4: 2	Seek new industrial areas. Designate areas with visibility from thoroughfares for heavy commercial and light industrial uses.

2015 ECONOMIC DEVELOPMENT PLAN -			
Chapter	Page No.	Item	Summary
2	17	3	Land is needed for commerce and industry, as well as residential development. Provides foundational benefit.
Appendix	A-8	7	Tax revenue generated per acre of industrial land is relatively low.

JIA's Sustainability Master Plan (undated, approximately 2019) documents airport development goals and airspace needs. Improvements to the Northeast Development Area (proximate to the project) include joint use apron and tie-down construction, fencing, and security improvements. A section discusses imaginary surfaces and their importance in airport operations, and includes an airport land use plan (Chapter 9). The plan focuses on the airport rather than surrounding property.

AGENCY REVIEW

CDD conducted an agency review comment period between July 19, 2021 and July 30, 2021. Agency review comments are in **Attachment J**.

Agency	Summary
Juneau International Airport	Concerns regarding residential development, restricted uses, and restricted height. Requests covenants.
General Engineering	Covenants are unnecessary. Restrictions can be applied during the Building Permit process.
FAA	No comments provided.

PUBLIC COMMENTS

CDD conducted a public comment period between July 15, 2021 and July 30, 2021. Public notice was mailed to property owners within 500 feet of the proposed rezone (**Attachment K**). A public notice sign was posted on site two weeks prior to the scheduled hearing (**Attachment L**). No public comments were submitted.

ZONE CHANGE OPTIONS AND ALTERNATIVES

As stated in CBJ 49.75.130(a), the Commission may recommend approval, approval with modifications, or denial of a rezone request. The Commission may recommend approval to the Assembly for different zoning districts than what is requested by the applicant or recommended by staff. Additionally, the Commission can recommend modifications to the boundaries of the area to be rezoned. This means that if the Commission wishes to do so, the zoning district boundary line may be moved from its current location, as long as it is in substantial conformance with the Comprehensive Plan and Title 49 – Land Use Code. Zoning district boundary lines are intended to follow property lines, centerlines of streets, alleys, and streams (CBJ 49.25.110(f)).

FINDINGS

In accordance with CBJ 49.75, the Director makes the following findings on the proposed rezone:

1. *Was the rezone application filed timely in accordance with CBJ 49.75.110?*

Analysis: No additional analysis required.

Finding: Yes. The rezone application was filed in July 2021.

2. *Was adequate public notice provided in accordance with CBJ 49.75.110?*

Analysis: CDD mailed written notice to property owners within 500 feet of the proposed rezone; and a public notice sign was posted on the site two weeks prior to the scheduled hearing.

Finding: Yes. Adequate public notice was provided in accordance with CBJ 49.75.110.

3. *Is this request for an area covering more than two acres or an expansion of an existing zoning district as required by CBJ 49.75.120?*

Analysis: The rezone request is for 7.1 acres.

Finding: Yes. The proposed rezone meets the minimum area requirement.

4. *Has no similar request been made within the previous 12 months as required by CBJ 49.75.120?*

Analysis: No additional analysis required.

Finding: Yes. No similar rezone request has been filed within the previous 12 months.

5. *Is the proposed zoning district and the uses allowed therein found to be in substantial conformance with the land use maps of the comprehensive plan and policies of the comprehensive plan, in accordance with CBJ 49.75.120?*

Analysis: Comprehensive Plan Land Use Map designations specify map changes after development is established. The combination of Industrial and GC land meet Comprehensive Plan goals.

Finding: Yes. The proposed rezone is in substantial conformance with the Land Use Map and policies of the comprehensive plan.

6. *Is the proposed zoning district and the uses allowed therein found to be in substantial conformance with Title 49 – Land Use Code, in accordance with CBJ 49.75.120?*

Analysis: The proposed rezone supports the purpose of Title 49 by maintaining Industrial land next to the airport, and providing GC land visible from Egan Drive.

Finding: Yes. The proposed rezone is in substantial conformance with Title 49 – Land Use Code.

RECOMMENDATION

Staff recommends the Planning Commission adopt the Director's analysis and findings, and forward a recommendation of APPROVAL to the Assembly for the requested rezone from Industrial to GC on Honsinger Drive.

STAFF REPORT ATTACHMENTS

Item	Description
Attachment A	Application Packet
Attachment B	AME2013 0007 Documents
Attachment C	AME2013 0015 Documents
Attachment D	AME2013 0015 Assembly Appeal
Attachment E	AME2016 0007 Documents
Attachment F	Table of Permissible Uses: Industrial and General Commercial Comparison
Attachment G	Draft AC 150/5190-4B: Table 2-1. Land Use Compatibility with Yearly Day-Night Average Sound Levels (DNL)
Attachment H	Noise Models for Juneau International Airport: 2015 and 2035
Attachment I	Juneau International Airport Airspace Plan
Attachment J	Agency Comments
Attachment K	Abutters Notice
Attachment L	Public Notice Sign
Attachment M	Draft Ordinance and Map



DEVELOPMENT PERMIT APPLICATION

NOTE: Development Permit Application forms must accompany all other Community Development Department land use applications.

PROPERTY LOCATION		
Physical Address Honsinger Dr.		
Legal Description(s) (Subdivision, Survey, Block, Tract, Lot) Honsinger Pond LT 2,3,4,5,6,10,11,12,13		
Parcel Number(s) 5B1401050020, 5B1401050030, 5B1401050040, 5B1401050050, 5B1401050060, 5B1401050100, 5B1401050110, 5B1401050120, 5B1401050130		
☐ This property located in the downtown historic district ☐ This property located in a mapped hazard area, if so, which _____		
Property Owner Bicknell Inc		Contact Person David Blommer
Mailing Address PO Box 33517, Juneau, AK 99803		Phone Number(s) 907-789-5727
E-mail Address dblommer@bicknellinc.com		
LANDOWNER/ LESSEE CONSENT Required for Planning Permits, not needed on Building/ Engineering Permits		
I am (we are) the owner(s) or lessee(s) of the property subject to this application and I (we) consent as follows:		
A. This application for a land use or activity review for development on my (our) property is made with my complete understanding and permission.		
B. I (we) grant permission for officials and employees of the City and Borough of Juneau to inspect my property as needed for purposes of this application.		
X	 Landowner/Lessee Signature	<u>July 9 2021</u> Date
X	_____ Landowner/Lessee Signature	_____ Date
NOTICE: The City and Borough of Juneau staff may need access to the subject property during regular business hours and will attempt to contact the landowner in addition to the formal consent given above. Further, members of the Planning Commission may visit the property before the scheduled public hearing date.		
Applicant Same		Contact Person
Mailing Address		Phone Number(s)
E-mail Address		
X	_____ Applicant's Signature	_____ Date of Application

DEPARTMENT USE ONLY BELOW THIS LINE

This form and all documents associated with it are public record once submitted.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Attachment A - Application Packet

Intake Initials JPM
Case Number AME 21-009
Date Received 7/19/21



JUNEAU DEVELOPMENT PERMIT APPLICATION

NOTE: Development Permit Application forms must accompany all other Community Development Department land use applications.

To be completed by Applicant	PROPERTY LOCATION	
	Physical Address Honsinger Drive	
	Legal Description(s) (Subdivision, Survey, Block, Tract, Lot) Honsinger Pond Lot 10	
	Parcel Number(s) 5B140101050100	
	☐ This property located in the downtown historic district ☐ This property located in a mapped hazard area, if so, which _____	
	LANDOWNER/ LESSEE	
	Property Owner GSA LLC	Contact Person Lucas Chambers
	Mailing Address PO Box 33322 Juneau AK 99803	Phone Number(s) 9077804004
	E-mail Address lucas@proHNS.com	
	LANDOWNER/ LESSEE CONSENT Required for Planning Permits, not needed on Building/ Engineering Permits	
I am (we are) the owner(s) or lessee(s) of the property subject to this application and I (we) consent as follows: A. This application for a land use or activity review for development on my (our) property is made with my complete understanding and permission. B. I (we) grant permission for officials and employees of the City and Borough of Juneau to inspect my property as needed for purposes of this application.		
X <u>Lucas Chambers</u> 7/6/21 Landowner/Lessee Signature Date		
X <u>[Signature]</u> 7/6/21 Landowner/Lessee Signature Date		
NOTICE: The City and Borough of Juneau staff may need access to the subject property during regular business hours and will attempt to contact the landowner in addition to the formal consent given above. Further, members of the Planning Commission may visit the property before the scheduled public hearing date.		
APPLICANT If the same as OWNER, write "SAME"		
Applicant SAME	Contact Person	
Mailing Address	Phone Number(s)	
E-mail Address		
X _____ Applicant's Signature Date of Application		

DEPARTMENT USE ONLY BELOW THIS LINE

This form and all documents associated with it are public record once submitted.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Intake Initials <u>JPM</u>
Case Number
Date Received <u>7/14/21</u>



ZONE CHANGE APPLICATION

See reverse side for more information regarding the permitting process and the materials required for a complete application.

NOTE: Must be accompanied by a DEVELOPMENT PERMIT APPLICATION form.

PROJECT SUMMARY

Rezone 7.1 Acres of Industrial land to General Commercial.

IS THIS AN EXPANSION OF AN EXISTING ZONE?

☐ Yes

☒ No

Total Land Area of Proposed Change 7.1 acres

Comprehensive Plan Land Use Designation RD

Current Zone(s) I

Comprehensive Plan Map Letter G

New Zone Requested GC

TYPE OF ZONE CHANGE REQUESTED

☒ Regular

☐ Transition

Has this or a similar zone change been requested in the previous 12 months? ☐ Yes Case # _____ ☒ No

UTILITIES AVAILABLE

WATER: ☒ Public ☐ On Site

SEWER: ☒ Public ☐ On Site

ALL REQUIRED MATERIALS ATTACHED

☐ Complete application

☐ Pre-Application Conference notes *- N/A per Jill*

☐ Narrative including:

☐ Purpose of the requested zone change

☐ Any potential impacts to public infrastructure (streets, water, & sewer)

☐ How the requested zone change comply with the maps and policies of the Comprehensive Plan

☐ Site Plan and/or map of proposed zone change (details on reverse side)

DEPARTMENT USE ONLY BELOW THIS LINE

ZONE CHANGE FEES	Fees	Check No.	Receipt	Date
Application Fees	\$ _____			
Admin. of Guarantee	\$ _____			
Adjustment	\$ _____			
Pub. Not. Sign Fee	\$ _____			
Pub. Not. Sign Deposit	\$ _____			
Total Fee	\$ _____			

This form and all documents associated with it are public record once submitted.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Attachment A - Application Packet

Case Number	Date Received
<i>AME 21-CCG</i>	<i>7/9/21</i>

This rezone request is for a portion of the Honsinger Pond Subdivision. The total area to be rezoned is approximately 7 acres (See attached "Exhibit A"). The Honsinger Subdivision is located along Egan Dr. across from Fred Meyers and the Juneau Christian Church and adjacent to the Juneau Airport. The land is currently zoned Industrial and we would like to rezone a portion to General Commercial. This rezone would add around 7 acres of much needed commercial property to Juneau.

The property as it is currently zoned does not allow the property to be used to its highest and best use. As we have been developing the property, we have had various companies approach us about purchasing a lot only to find out the use is not allowed in industrial. The Comprehensive plan encourages development of Industrial but this location does not necessarily fit that need. The area to be rezoned is visible from Egan Dr., which is highly desirable for commercial uses. Industrial users typically want to be less visible and a less desirable area.

By rezoning a portion of the Honsinger Subdivision, we believe we can meet the need for Commercial and Industrial uses.

Honsinger Pond Subdivision is brand new and up to date on the latest CBJ standards. There would be no impact to the public infrastructure.

General Commercial

Industrial

LOT 1
80,726 S.F.
(1.85 AC)

LOT 2
52,007 S.F.
(1.19 AC)

LOT 9
43,568 S.F.
(1.00 AC)

LOT 10
21,779 S.F.
(0.50 AC)

LOT 11
21,818 S.F.
(0.50 AC)

LOT 12
21,842 S.F.
(0.50 AC)

LOT 13
25,058 S.F.
(0.58 AC)

LOT 14
27,948 S.F.
(0.64 AC)

LOT 15
1,408,044 S.F.
(32.28 AC)

HONSINGER DRIVE

HONSINGER POND SUBDIVISION

PHASE 2

DE-SAC NOTE 14

CBU RIGHT-OF-WAY

15' WIDE DRAINAGE EASEMENT

15' CBU BACK, TYP.

15' CBU SETBACK, TYP.

**TRACT B2
U.S. SURVEY
156B**

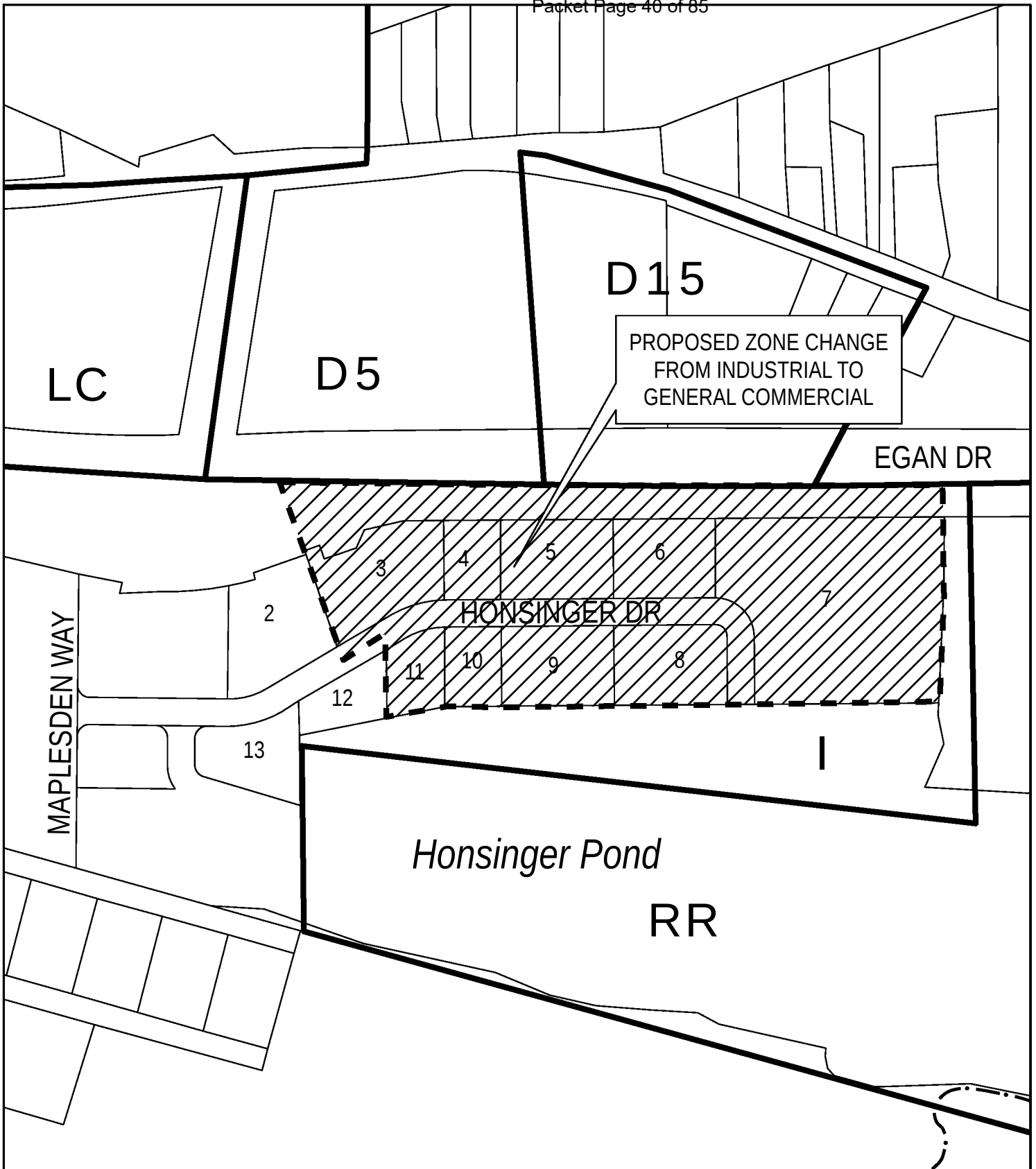


Exhibit A - Ord. No. 2021-38

Zone Change for
HONSINGER POND LOTS 3 - 11
from Industrial to General Commercial

0 125 250 500
Feet



Presented by: The Manager
Presented: 09/13/2021
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-38

An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of Honsinger Pond Lots 3, 4, 5, 6, 7, 8, 9, 10, and 11; Located Near 7900 Honsinger Drive.

WHEREAS, the area of the proposed rezone to General Commercial, located on Honsinger Drive, is currently zoned Industrial; and

WHEREAS, the CBJ Comprehensive Plan designates this area as Resource Development, which is for land managed primarily to identify and conserve natural resources until specific land uses are identified and developed; and

WHEREAS, the proposed rezone of General Commercial conforms to the Resource Development designation; and

WHEREAS, the CBJ Comprehensive Plan encourages commercial uses close to high-visibility thoroughfares; and

WHEREAS, General Commercial development has been determined substantially compatible with activities at the Juneau International Airport.

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

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

Section 2. Amendment to the Official Zoning Map. The Official Zoning Map of the City and Borough, adopted pursuant to CBJ 49.25.110, is amended to change the zoning of Honsinger Pond Lots 3, 4, 5, 6, 7, 8, 9, 10, and 11, of Plat 2020-31, Juneau Recording District, and located on or near Honsinger Drive, from Industrial, to General Commercial.

1
2 The described rezone is shown on the attached Exhibit “A” illustrating the area of the
3 proposed zone change.
4

5 **Section 3. Effective Date.** This ordinance shall be effective 30 days after its adoption.
6

7 Adopted this _____ day of _____, 2021.
8

9 _____
Beth A. Weldon, Mayor

10 Attest:
11

12 _____
Elizabeth J. McEwen, Municipal Clerk
13
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Planning Commission Recommendation
Lots 3, 4, 5, 6, 7, 8, 9, 10, 11
From Industrial to General Commercial



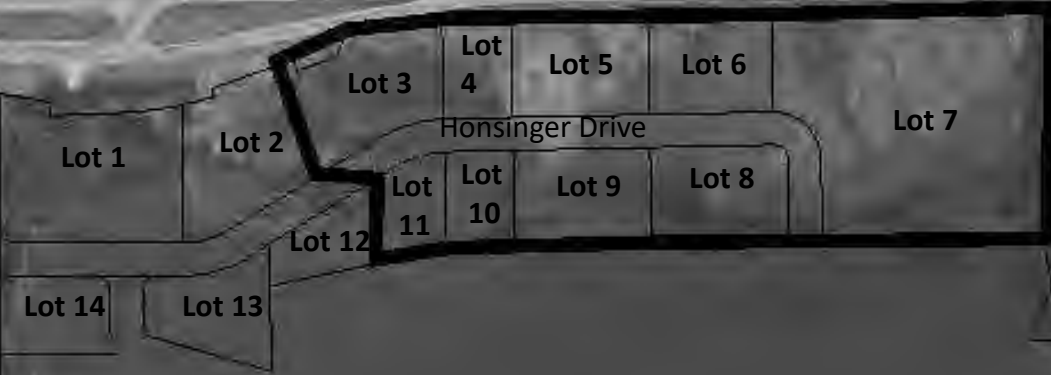
Egan Drive

Old Dairy Road

Maplesden Way

airport

Southeast Alaska Land Trust



Lot 3

Lot 4

Lot 5

Lot 6

Lot 7

Lot 1

Lot 2

Honsinger Drive

Lot 12

Lot 11

Lot 10

Lot 9

Lot 8

Lot 14

Lot 13

Lot 15

Applicant's Rezone Request
Lots 2, 3, 4, 5, 6, 10, 11, 12, 13
From Industrial to General Commercial



Egan Drive

Old Dairy Road

Maplesden Way

Honsinger Drive

Southeast Alaska Land Trust

airport

Lot 1

Lot 2

Lot 3

Lot 4

Lot 5

Lot 6

Lot 7

Lot 12

Lot 11

Lot 10

Lot 9

Lot 8

Lot 14

Lot 13

Lot 15

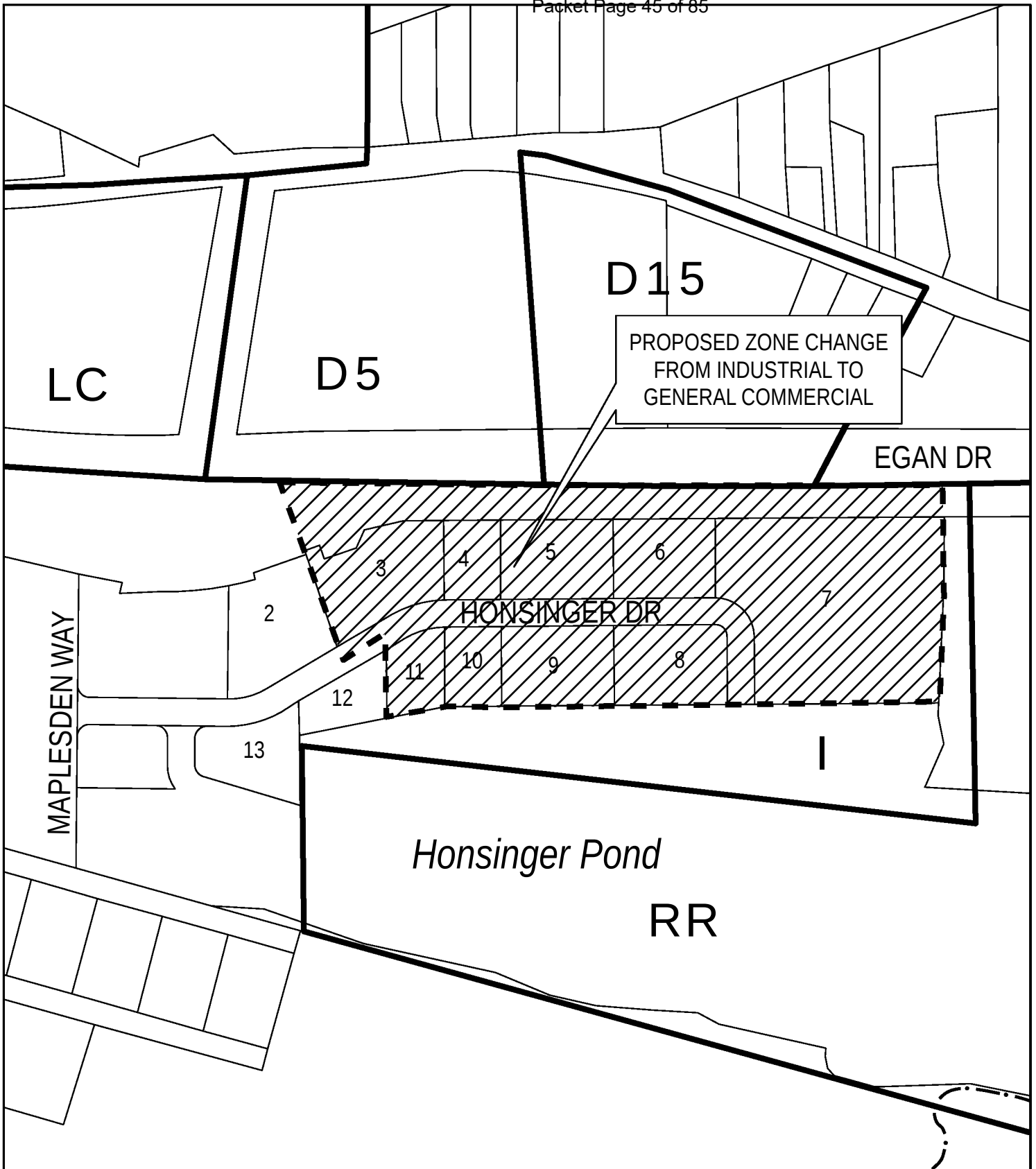


Exhibit A - Ord. No. 2021-38

Zone Change for
HONSINGER POND LOTS 3 - 11
from Industrial to General Commercial

0 125 250 500 Feet





To: Maria Gladziszewski, Chair
Lands, Housing & Economic Development Committee
Dan Bleidorn, Staff Liaison to the LHED

From: Liz Perry
Travel Juneau

Date: September 15, 2021

Dear Ms. Gladziszewski,

Travel Juneau provides effective, high-quality destination marketing on behalf of the capital city, and we thank you for the opportunity to present a portion of our work at the September 7th meeting of the Lands, Housing and Economic Development Committee.

Attached to this memo are the items requested at that meeting:

- Travel Juneau revenue breakout
- MOAs from Ketchikan and Kodiak (in addition to the previously submitted MOAs from Anchorage, Explore Fairbanks, and Visit Sitka)
- TJ Convention/Meeting Sales pipeline report in Excel
- Estimates of visitor numbers based upon hotel occupancy (Excel)

The committee also requested information regarding Alaska DMO's board governance, specifically whether board members are approved by the municipalities/boroughs. None of the DMOs contacted undergo a board member approval process through their respective municipalities and most reported that they have one voting seat appointed by the municipality/borough. I received the following information regarding governance:

- Kodiak has a member-elected board of directors. The municipalities do not have approval of their board.
- Visit Anchorage has a member-elected board of directors. Two assembly members and one Mayor's representative who are full voting members also have seats on their 27-seat board.
- Explore Fairbanks has one member each from both the Fairbanks City Council and the FNSB. The 15-member board has designated seats representing industry sectors plus two seats elected by the board.
- Visit Ketchikan has a member-elected board and one voting member each from both the City Council and Borough Assembly.
- Visit Sitka is overseen by the Chamber board, as the contract is through that organization.

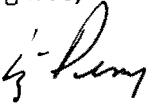
To my knowledge, Alaskan DMOs do not undergo a competitive bid process. Travel Juneau has operated as this community's DMO for over 35 years and over that time, has cultivated maintained solid relationships with our marketing partners, vendors, consumers, travel writers, tour operators, and meeting planners. Such a process for this sector is highly disruptive as it complicates and undermines contracting for marketing campaigns and services, and worse, undermines those important industry relationships.

Up until FY21 and FY22, during the COVID-19 pandemic, Travel Juneau received no general revenue funding from CBJ. Instead, Travel Juneau has been self-sustaining through the generation of Hotel Bed Taxes (HBT), approved by the voters for the purpose of tourism marketing and which add to operating revenue for Centennial Hall Convention Center. Due in no small part to Travel Juneau's marketing push from April – August, HBT is up significantly from projections; coincidentally, so is sales tax revenue (Jeff Rogers' memo to Finance Committee, Sept 1, 2021). To provide the CBJ additional confidence regarding Travel Juneau's grant funding and marketing efforts, we propose that:

- 1) the committee recommend that proposed ordinance titled "An Ordinance Requiring Competitive Solicitation for the City and Borough's Tourism Marketing Services" or any part of that ordinance not be adopted by the Assembly.
- 2) Travel Juneau enter into a more comprehensive MOA with the CBJ that includes the following to be reported to CBJ Grants Administration quarterly:
 - YTD actuals against goals for social media engagement across all of our platforms
 - YTD actuals against goals for website activity, including numbers of unique users and pageviews
 - YTD actuals against goals for meetings/conventions and groups that TJ is working on and has won, including estimated number of room nights and estimated economic impact
 - summary of media exposure and ad equivalency
 - number of visitors served in the four information centers
 - YTD actuals against goals for number of volunteer hours at the information centers
 - YTD actuals against goals for budget summary of revenue & expenses, and final report of its annual AUP from Elgee Rehfeld
 - any additional work being done as the result of a separate private, federal or state grant
 - estimates of FITs and business travelers (we're discussing internally how best to get hotel information)
- 3) the MOA include a general scope of work, including destination marketing, convention & group sales, partner services, production of visitor materials, and visitor information services. These elements are covered in the sample MOAs provided. Travel Juneau can provide a draft MOA to the LHED for consideration.
- 4) Travel Juneau report quarterly to the designated body (LHED, COW, or full Assembly) on its progress throughout the fiscal year alongside its annual summary to CBJ Grants Administration.

Please let me know if I can provide additional information the committee may find helpful.

Regards,

A handwritten signature in black ink, appearing to read "Liz Perry". The signature is fluid and cursive, with the first name "Liz" written in a larger, more prominent script than the last name "Perry".

Liz Perry
President & CEO
Travel Juneau

[illegible]

Approved FY22 TJ Budget		Description & Notes	CS	DM	VIS	PS	Admin	Spec Projects	Approved FY22 Total	FY21 Appr	% of Budget
Line	REVENUES & INCOME										
4700	Other revenue & income								0		
	Cruise Ship calendars				100				100	150	0.0%
4750	Pass-through and Special Projects - Class 6								0		
	Carry-over - Crossing Guard Program - Admin	10% Admin fee for pass-through		20,279	4,721		11,342		36,342	2,000	3.0%
	Carry-over - MPFs for Visitor Services	Per Jeff Rogers			59,300				59,300		4.9%
4770	Carry-over	c/o from FY21	35,000	50,000			15,000		100,000	219,270	8.3%
		TJ reserves	28,000	9,000	94,700		11,000		142,700	200,000	11.9%
4800	Other Grants	PPP c/o from FY21	4,854	8,089	8,089	4,855	8,089		33,976		2.8%
TOTAL REVENUES			264,419	432,090	219,966	109,313	175,805		1,201,593	1,140,595	100.0%



March 20, 2020

Patti Mackey, President & CEO
Ketchikan Visitors Bureau
50 Front Street, Suite 203
Ketchikan, AK 99901

Dear Ms. Mackey:

Re: 2020 Community Agency Funding/Notice to Proceed

With regard to the above referenced subject, enclosed please find one fully executed 2020 community agency funding agreement between the City of Ketchikan and Ketchikan Visitors Bureau for your files.

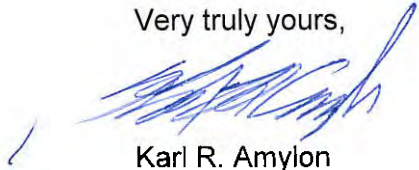
Per the grant instructions, for grants less than \$15,000, an annual report, including a statement of the success of the project/program in meeting established goals is required, as is an annual financial statement. For grants \$15,000 and over, the City of Ketchikan requires quarterly financial reports, including a statement of the success of the project/program in meeting established goals to date, as is an annual financial statement.

Section 24 of the agreement addresses requirements the receipt of an invoice for the payment of grant funds. A valid certificate of insurance must also be on file for payment to be released. The Certificate of Insurance that we have on file for Ketchikan Visitors Bureau **expires 7/30/2020**, so you are covered for half of the duration of the grant cycle. **Please have your agent send us a renewal certificate when the new policy is in effect.**

Also, in accordance with Section 24, all pay requests, whether for a progress payment or final payment, shall be made in writing.

Should you have any questions on this matter, please do not hesitate to contact me.

Very truly yours,



Karl R. Amylon
City Manager

Enclosure – As Stated

cc: City Clerk (w/original)

2020 AGREEMENT
Between
CITY OF KETCHIKAN
And
KETCHIKAN VISITORS BUREAU, INC.

THIS AGREEMENT made and entered into this 23 day of March, 2020, by and between the City of Ketchikan, a municipal corporation of 334 Front Street, Ketchikan, Alaska 99901, hereinafter referred to as "Owner" and Ketchikan Visitors Bureau, Inc., whose address is: 50 Front Street, Ketchikan, Alaska 99901, licensed and qualified to do business within the State of Alaska, hereinafter referred to as "Contractor."

RECITALS

(a) The Owner desires the performance, provision and accomplishment of the work, services and materials described and set forth in Section 1.

(b) Contractor represents that it is ready, able and qualified to perform and will perform in all respects all of the work, services and materials, and to otherwise perform all of the terms, covenants, conditions and provisions of the agreement in the manner, at the times, and for the consideration hereafter provided.

NOW, THEREFORE, IT IS AGREED, for and in consideration of the terms, covenants, conditions and provisions contained herein, and/or attached and incorporated herein, and made a part hereof, the parties hereto agree as follows:

Section 1: Agreement to Perform. The Owner hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, complete, provide and furnish, in a timely and proper manner, and pursuant to and in accordance with all of the terms, covenants, conditions and provisions of this agreement, all of the work, services, labor and materials required to accomplish all of the work described in Exhibit A (Scope of Work) hereof at the times, in the manner, and for the consideration and payments hereinafter set forth.

Section 2: Scope of Work. The Contractor shall perform, supply and provide all of the work, services and materials (hereinafter collectively referred to as "work") as follows:

As set forth and described on Exhibit A attached hereto and incorporated herein by this reference.

Section 3: Time for Commencement and for Completion of Work.

(a) **Commencement.** Contractor shall commence the work called for in this agreement upon the giving of a Notice to Proceed by the Owner.

(b) **Completion.** Upon giving of Notice to Proceed, the work called for in this agreement shall be performed and completed as follows:

During that portion of the calendar year 2020, commencing upon receipt of Notice to Proceed and ending midnight, December 31, 2020.

Section 4: Compensation and Payment. For and in consideration of the timely and proper performance of work authorized as provided herein, the Owner shall pay the Contractor as follows:

As set forth and described on Exhibit B attached hereto and incorporated herein by this reference.

Section 5: No Additional Work. No claim for additional work, services or materials, not specifically and expressly requested and authorized as provided for in this agreement or by a written amendment thereto signed by both parties, done or furnished by the Contractor will be allowed or paid by the Owner, and Contractor expressly waives any claim therefore.

Section 6: Owner's Contracting Officer. For purposes of this agreement, the Owner's contracting officer shall be Karl R. Amylon, City Manager or such other person as is designated in writing by such person.

Section 7: Contractor Qualifications. The Contractor expressly represents and warrants it is now and shall continue to be at all times during the performance of this agreement, the holder of all required or necessary professional, business or other licenses or permits and is qualified and capable of performing all of the work covered or called for by this agreement and is presently ready, able and willing to undertake and perform all of such work and services, and to supply all necessary materials and equipment at the times, and in a professional and workmanlike manner and pursuant to the terms, conditions and provisions, and for the compensation and payments as herein provided.

Section 8: Contractor Responsible for Personnel. The Contractor has or will secure, at Contractor's own cost and expense, all personnel required to perform this agreement in a timely and proper manner. The parties hereto agree and understand that such personnel shall in no event be deemed to be and are not employees, agents or representatives of the Owner, and the Owner shall have no responsibility or liability whatsoever to any of said persons or for the acts or omissions of any such persons.

Section 9: Independent Contractor. The parties hereto expressly agree that the Contractor shall be and is an independent contractor and is not an employee or agent of the Owner and is, therefore, entitled to no insurance coverage, whether worker's compensation or otherwise and no other benefits accorded to Owner's employees. No withholding, FICA or other taxes (whether income, sales or otherwise) or other amounts will be withheld from the payments due to the Contractor, it being understood that the Contractor is solely responsible therefore, provided Owner shall be entitled to withhold such retainage or other amounts from any progress or other payments as have been provided for elsewhere in this agreement.

Section 10: Forms to be Provided to Contractor. The Owner shall provide the Contractor with any special forms required by the Owner for reporting to the Owner, and the necessary instruction regarding proper use of the forms.

Section 11: Termination.

(a) Termination for Cause. This agreement may be terminated in whole or in part in writing by Owner in the event of failure by Contractor to fulfill any of the terms and conditions of this agreement upon the giving of not less than five (5) calendar days prior written notice of intent to terminate in the manner provided in Section 21 hereof.

(b) Termination for Convenience of Owner. This agreement may be terminated in whole or in part in writing by the Owner for Owner's convenience provided the Contractor is given not less than thirty (30) calendar days prior written notice of intent to terminate in the manner provided in Section 21 hereof.

(c) In the event termination by the Owner is effected pursuant to (a) above, the Contractor shall not be entitled to receive any further payment until the work is completed, or the Owner elects to not proceed further with the project. Upon completion of the work or termination of the project in the event the Owner elects to not proceed with the project, the Contractor shall be paid as follows:

(1) In the event the costs and expense of taking over, re-advertising and completing the project or the costs of closing out the project if the Owner elects to not proceed with the project (hereinafter referred to as "close out costs") exceed the remaining unpaid amount of this agreement, any amount which was otherwise due and unpaid to Contractor at the time of termination shall be applied to such increased costs in taking over, re-advertising and completing the project or applied to close out costs and the remaining amount of such costs if any, shall be paid by the Contractor to the Owner.

(2) In the event said costs and expenses of taking over, re-advertising and completing the project or close out costs are less than the total amount which was otherwise due and unpaid to the Contractor at the time of termination, the increased costs of taking over and completing the project or the close out costs shall be deducted from the amounts due the Contractor and the balance if any, paid to the Contractor without interest.

(d) In the event termination is for the convenience of the Owner pursuant to (b) above, the Contractor shall be paid for the services or other work that have been actually performed prior to the effective time of such notice of intent to terminate and for reimbursement of any reimbursable expenses that were actually expended and paid prior to the effective time of such notice of intent to terminate, and the Owner shall not be liable or responsible for any loss of profits or any other damages, amounts or payments whatsoever to the Contractor.

(e) Upon receipt of a termination notice pursuant to paragraphs (a) or (b) above, the Contractor shall promptly discontinue all services unless the notice directs otherwise, and deliver or otherwise make available to the Owner all data, drawings, notes, specifications, reports, estimates, summaries, work in progress, and any and all other information and/or materials as may have been accumulated by the Contractor in performing this agreement, whether completed or in progress, and free and clear of any mechanics or other liens or claims in favor of Contractor or any other person.

(f) Upon termination pursuant to paragraphs (a) or (b) above, the Owner may, but shall not be required to, take over the work and prosecute the same to completion by agreement with

another person or otherwise, may elect to complete the work itself or to not proceed further with the work and project.

(g) If after termination by the Owner pursuant to (a) above, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment of the amounts to be paid to Contractor for termination shall be made as provided in paragraph (d) of this section.

(h) No other damages, whether for lost profits or otherwise, other than the amounts allowed and computed as provided for in this section shall be due or payable to Contractor in the event of termination.

Section 12: Changes or Modifications. Any change in any regulations or requirements applicable to the work called for herein, made, caused or imposed by, or as a result of the action of any state, federal or other governmental agency that has or will provide all or any portion of any funds for payment for the work or project which is the subject of this agreement, shall automatically become a part of and amendment to this agreement and the Contractor shall comply therewith.

Section 13: Conflict of Interest. The Contractor covenants, warrants and represents that the Contractor has no interest and shall not acquire any interest, direct or indirect which would conflict in any manner with the subject matter or the performance of this agreement. The Contractor further covenants, warrants and represents that in the performance of this agreement, no person having any such interest shall be employed.

Section 14: Reporting and Records.

(a) Contractor shall furnish regular quarterly activity reports to Owner and these reports shall relate the extent of Contractor's activities accomplished and scheduled pursuant to this agreement.

(b) Contractor shall furnish Owner with an annual financial report showing all funds received and expenditures incurred during the Contractor's last fiscal year that relate to the activities scheduled and accomplished pursuant to this agreement.

(c) At any time during normal business hours and as often as the Owner or any agency providing any portion of the funds provided to the Owner for this project deems necessary, there shall be made available to the Owner or to such other funding agency and/or their representatives, at a location within the City of Ketchikan or other location acceptable to the Owner, any and all books, records and documents regarding matters covered or related to this agreement, the performance of or payment for, the work called for herein and the Owner and/or such agencies shall be entitled to make audits and copies of all books, records, contracts, invoices, receipts, payrolls, records of personnel and other documents or data relating to any and all matters covered by this agreement or performance or payment for the work called for herein.

(d) The performance and administration of this program and this agreement will be monitored by the Owner and such other agencies as may be required or authorized pursuant to the terms of any grant to the Owner. Necessary reports in proper form will be required as a prerequisite to any payment to the Contractor.

(e) All project records shall be maintained by the Contractor for not less than three (3) years after completion and final acceptance of all work by the Owner and shall be subject to inspection and copying by the Owner or any funding agency during said period.

Section 15: Hold Harmless and Indemnity. The Owner, its officers, employees and agents shall not be held liable for any claims, liabilities, penalties, fines or for damage to any goods, properties or effects of any person whatsoever, nor for any personal injury or death, caused by or resulting from any act or omission of Contractor or by any of Contractor's officers, employees, agents, representatives, contractors or subcontractors in the performance or non-performance of this agreement, and Contractor further agrees to appear and defend, and to indemnify and save free and harmless the Owner and its officers, employees and agents from and against any of the foregoing claims, liabilities, penalties, fines or damages, whether or not valid and for any cost and expense, including reasonable attorney's fees incurred by the Owner, its officers, employees or agents on account of any claim therefore, including claims by reason of any defects in any plans, drawings, specifications, computer programs, technical reports or other work product of Contractor prepared for or submitted to the Owner pursuant to this agreement provided said claim is not based upon a use of said plans, drawings, specifications or other work product for other than the purposes for which such data was prepared and submitted to the Owner.

Section 16: Insurance.

(a) **Public Liability Insurance.** Contractor agrees to keep and maintain in full force at Contractor's expense during the entire period of the project or work called for herein, broad form comprehensive public liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit insuring Contractor and the Owner as an additional named insured, from any and all claims for bodily injury and death, and for property damage that may arise out of or in relation to, this agreement. Such insurance shall require the insurance company to give not less than thirty (30) days prior written notice to Owner prior to any cancellation, nonrenewal or reduction in the amount of coverage of such insurance coverage.

(b) Each policy or a certificate of the policy together with evidence of payment of premiums shall be deposited with the Owner prior to execution of this agreement by the Owner and on renewal of the policy not less than twenty (20) calendar days before expiration of the term of the policy.

Section 17: Independent Contractor; No Authority to Bind Owner. The parties hereto agree that Contractor is an independent Contractor and is not and shall not be construed to be a partner, joint venturer, employee or agent of the Owner, and shall not and is not authorized to enter into or make any contracts, agreements to enter into any understanding with any other person, corporation, partnership, joint venturer or other entity, in the name of or for the benefit of the Owner.

Section 18: No Third Party Beneficiaries. Nothing in this agreement shall be construed to give any person other than the Owner and the Contractor any legal or equitable right, remedy or claim under this agreement, but it shall be held to be for the sole and exclusive benefit of the Owner and the Contractor.

Section 19: Payment of Taxes. The Contractor shall timely pay all federal, state and local sales, excise or other taxes or assessments incurred by the Contractor.

Section 20: Assignment and Subletting Prohibited. The Contractor shall not assign, transfer, convey, pledge, hypothecate, sublet, subcontract or otherwise dispose of or encumber this agreement or the rights thereunder, nor shall the Contractor delegate any of his/her/its duties hereunder without the prior written consent of the Owner. Any such attempted assignment, transfer, conveyance, pledge, hypothecation, subletting or other disposition or the attempted assignment, disposition, delegation of duties or rights shall be null and void, and of no force or effect and shall be grounds and cause for immediate termination of this agreement without liability by and at the option of the Owner.

Section 21: Notice. Any notice, demand, request, consent, approval or other communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail at the address set forth below. Either party may change its address by notifying the other party of its change of address in writing. Notice shall be deemed to have been duly made and given when delivered if served personally or upon the expiration of twenty-four (24) hours after the time of mailing, if mailed as provided in this section.

Owner: Karl R. Amylon, City Manager
City of Ketchikan
334 Front Street
Ketchikan, Alaska 99901

Contractor: Patti Mackey, President and CEO
Ketchikan Visitors Bureau, Inc.
50 Front Street, Ste. 203
Ketchikan, Alaska 99901

Section 22: Equal Employment Opportunity.

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age or sex. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(b) The Contractor shall state in all solicitations or advertisements for employees to work on contract jobs to be let in the performance of this agreement, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age or sex.

(c) The Contractor agrees to fully cooperate with the office or agency of the State of Alaska which seeks to deal with the problem of unlawful or invidious discrimination and with all other state efforts to guarantee fair employment practices under this agreement and said Contractor will comply promptly with all requests and directions from the State Commission of Human Rights or any of its officers or against relating to prevention of discriminatory employment practice.

(d) Full cooperation as expressed in the foregoing clause (c) shall include, but not be limited to, being a witness in any proceeding involving questions of unlawful or invidious discrimination if such is deemed necessary by any official or agency of the State of Alaska, permitting employees of said Contractor to be witnesses or complainants in any proceeding involving questions of unlawful or invidious discrimination, if such is deemed necessary by any official or agency of the State of Alaska or the Owner, participating in meetings, submitting periodic reports of the equal employment aspects of present and future employment, assisting in inspection of relevant facilities and promptly complying with all state directives deemed essential by any office or agency of the State of Alaska or the Owner, to ensure compliance with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practices.

(e) Failure to perform any of the above agreements pertaining to equal employment opportunities shall be deemed a material breach of the contract and sufficient grounds for termination of this agreement for cause without liability.

Section 23: Worker's Compensation Coverage. The Contractor, if subject to the provisions of the Alaska Worker's Compensation Act (AS 23.30), shall upon request, provide the Owner and the State of Alaska with proof, furnished by the insurance carrier of current coverage by worker's compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an approved current certificate of self-insurance by the Alaska Worker's Compensation Board. The Contractor further acknowledges and agrees that in the event it fails to maintain proper worker's compensation coverage, the state will implement the provisions of AS 23.30.045(c) and the Owner at its option, may terminate this agreement for cause without liability.

Section 24: Pay Requests, Statement Concerning Claims and Final Release.

(a) All pay requests, whether for a progress payment or final payment, shall be made to Owner in writing.

Section 25: Miscellaneous.

(a) **Relationship of Parties.** Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party as creating the relationship of principal and agent or of partnership, or of joint venture between the parties hereto, it being understood and agreed that neither method of computation of payment nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Owner and an independent contractor.

(b) **Terminology.** Whenever herein the singular number is used, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

(c) **Nonwaiver.** No delay or omission of the right to exercise any power by either party shall impair any such right or power or be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to any act by the other party of a nature

requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

(d) Law Applicable. The laws of the State of Alaska shall govern the construction, validity, performance and enforcement of this agreement. Venue as to any action, claim or proceeding arising out of or based upon this agreement, including but not limited to, any action for declarative or injunctive relief, shall be the appropriate court sitting in the City of Ketchikan, First Judicial District, Alaska.

(e) Paragraph Headings. The headings of the several sections and subsections contained herein are for convenience only and do not define, limit or construe the contents of such sections and subsections.

(f) Successors and Assigns. Except as otherwise provided herein, the covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto, but their respective personal representatives, heirs, successors and assigns.

(g) Compliance with Laws and Regulations. Contractor shall at Contractor's sole cost and expense, comply with all of the requirements of local, state or federal laws, ordinance or regulations now in force or which may hereafter be in force, pertaining to this agreement or the project or the work to be performed, and shall faithfully observe in the performance of this agreement, all local, state and federal laws, ordinances and regulations now in force or which may hereafter be in force. Contractor shall operate in compliance with the open meetings act and public records laws.

(h) Terms Construed as Covenants and Conditions. Every term and each provision of this agreement performable by Contractor shall be construed to be both a covenant and a condition.

(i) Time of the Essence. Time is of the essence of each term, condition, covenant and provision of this agreement.

(j) Entire Agreement. This agreement and any schedules, appendices or exhibits attached hereto sets forth all of the covenants, promises, agreements, conditions and understandings between the parties hereto and there are no covenants, promises, agreements, conditions or understandings either oral or written, between them other than as herein set forth. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this agreement or any schedule, appendix, exhibit or attachment thereto shall be binding upon the parties hereto unless reduced to writing and signed by both parties. This agreement constitutes a final, complete and exclusive statement of the agreement between the parties.

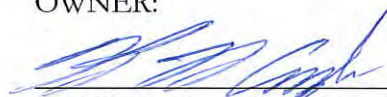
(k) Severability. In the event any provision of this agreement is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(l) Corporate Authority. If Contractor is a corporation, Contractor shall deliver to the Owner at the time of execution of this agreement a certified copy of a resolution of its board of directors authorizing the execution of this agreement and naming the officers that are authorized to execute this agreement on behalf of the corporation.

Section 26: Maximum Amount of Contract. Contractor acknowledges and agrees Owner's funding is of a limited nature and source, and Owner shall in no event be liable for payment of any amounts under this agreement or otherwise, in excess of the total amount of THREE HUNDRED THIRTY THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$333,450) and at such time as the total amount paid or due, or claimed by Contractor reaches a total of THREE HUNDRED THIRTY THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$333,450), Contractor shall forthwith notify Owner thereof. It shall be the Contractor's obligation to notify Owner and to assure no work in excess of said total sum of THREE HUNDRED THIRTY THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$333,450) is done and any work done in excess thereof shall not entitle Contractor to any payment and Contractor expressly waives any claim therefore, unless such additional work was separately authorized in writing as a written change order or amendment to this agreement prior to commencement and performance of any such additional work.

WHEREFORE, the parties have entered into this agreement the date and year first above written at the City of Ketchikan, Alaska.

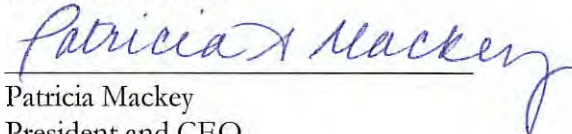
OWNER:


Karl R. Amylon, City Manager
City of Ketchikan

ATTEST:

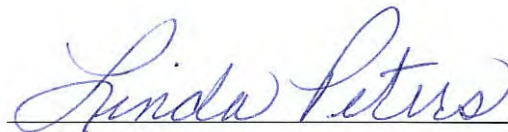

Kim Stanker, City Clerk
City of Ketchikan

CONTRACTOR


Patricia Mackey
President and CEO

CORPORATE CERTIFICATE

I, **Linda Peters**, certify that I am the **Secretary-Treasurer** of the corporation named as Contractor in the foregoing instrument; that **Patricia Mackey** who signed said instrument on behalf of the Contractor was then **President and CEO** of said corporation; that said instrument was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

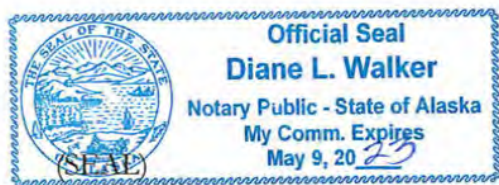

Linda Peters
Secretary/Treasurer

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 23^d day of March, 2020, before me, the undersigned a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Karl R. Amylon** and **Kim Stanker** to me known to be the **City Manager** and **City Clerk** of the City of Ketchikan, Alaska, a municipal corporation, the corporation which executed the above and foregoing instrument and who on oath stated that they were duly authorized to execute said instrument and acknowledged that they signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.



Quane R. Walker
Notary Public for Alaska
Commission Expires: 5/9/2023

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 25 day of February, 2020, before me, the undersigned a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Patricia Mackey** to me known to be a **President and CEO** and **Linda Peters** to me known to be **Secretary/Treasurer of the Board of Directors of the Ketchikan Visitors Bureau, Inc.**, a corporation, the corporation which executed the above and foregoing instrument and who on oath stated that they were duly authorized to execute said instrument and acknowledged that they signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.



Notary Public for Alaska
 Commission Expires: April 3, 2021

Exhibit A

Scope of Work- Ketchikan Visitors Bureau 2020

The Ketchikan Visitors Bureau's stated mission is:

To promote the greater Ketchikan area as a visitor destination and meeting site, to enhance the economy of the community, and assist in promotion of the area's attractions and events. To that end, the Ketchikan Visitors Bureau agrees to provide the following services:

1. **Administer a comprehensive destination marketing program designed to** increase the number of independent and meetings, conventions and special events travelers. Generate awareness among cruise visitors of things to see and do during their visit and increase visitation in the fall, winter and spring months
 - a. *Marketing Program elements*
 - i. *Advertising- print, television and internet. Host Ketchikan pages on appropriate sites for meetings professionals.*
 - ii. *Collateral- publication of annual visitor information guide, updated digital versions of the visitor guide and the meetings planners guide along with other material such as cruise ship calendar and Ketchikan 101 brochure.*
 - iii. *Maintain and update as needed the www.visit-ketchikan.com web site and www.meetinalaska.com pages.*
 - iv. *Public relations- media outreach and assistance to generate stories in print, broadcast and online publications featuring Ketchikan.*
 - v. *Communications- create and distribute newsletters and blog features for consumers and journalists*
 - vi. *Work with the Southeast Alaska Tourism Council to market the Inside Passage region to independent travelers and utilize opportunities through the State of Alaska's tourism marketing program to participate in cooperative promotions, shared booths at trade shows, web site and other activities*
 - vii. *Support trade professionals who promote Ketchikan.*
 1. *Host site visits/familiarization trips for qualified planners and travel writers*
 2. *Participate in select B2B (business to business) and networking events to gain access to meeting planners, travel writers*
 3. *Provide photography, access to b-roll (video footage) to tour operators for use in promoting their tours in Ketchikan*
 4. *Provide videos and promotional giveaways to qualified travel agents and tour operators*
 - viii. *Research- Utilize research conducted to assess both the meetings and conventions and tourism marketing programs to carry out tasks.*

- 2. Provide year around visitor information services that will assist all visitors during trip planning, during their visit and post trip.**
 - a. Operate visitor information centers in key locations to provide brochures, maps and other information of interest to visitors.
 - i. Operate the City of Ketchikan's berth 2 facility year around.
 - ii. Operate the City of Ketchikan berth 3 facility seasonally while ships are in port at berths 3 or 4.
 - b. Offer timely response to potential visitors and trip planners requesting assistance.
 - c. Provide tour group organizers and travel agents with materials to aid their efforts to promote travel to Ketchikan among their clients.
 - d. Maintain restrooms at berth 2 while ships are in port and provide other services to accommodate visitors.
 - e. Provide lost and found services, referrals to businesses, resolve complaints/pass along compliments and other assistance as needed.
- 3. Serve as a liaison and community resource to the cruise line industry and their passengers and staff.**
 - a. Provide support for cruise ship inaugural receptions and other community promotions.
 - b. Operate visitor information centers on all cruise ship days and in tandem with cruise line port times.
 - c. Represent the community at industry conferences and events, such as SeaTrade
 - d. Provide services such as onboard visitor information staff when requested
 - e. Provide promotional materials to cruise industry marketing staff and travel agents/tour operators promoting Alaskan cruises
- 4. Provide complimentary display ads and/or listings for appropriate City of Ketchikan departments in the Trip Planner, Ketchikan Arrival Guide and on the KVB web site at www.visit-ketchikan.com**
 - a. Departments currently include the Ted Ferry Civic Center, Ketchikan Museums (Totem Heritage Center and Tongass Historical Museum) and Ports and Harbors.
- 5. Foster the continued economic growth and diversification of community efforts to maintain Ketchikan as an attractive visitor destination.**
 - a. Coordinate with local government and non- profit organizations with common goals.
 - b. Provide assistance to developing businesses
- 6. Provide assistance to entities that manage or are interested in developing events of interest to visitors.**
 - a. Convention and conference planning and logistics
 - b. Special events assistance

- 7. Provide referrals and staff support to the film and television industry to encourage filming on location when the project is deemed to be of promotional value to the community.**
- 8. Conduct community relations activities to promote the benefits of attracting meeting and convention business to Ketchikan.**
 - a. Host KVB-sponsored marketing promotional activities or by-invitation events for local meeting and event planners.
 - b. Interact with local hoteliers, and other service providers to improve Ketchikan's ability to respond to the needs of the meeting industry.
 - c. Promote "Bring Your Meeting Home" concept to residents who are members of groups or organizations that host annual conferences.
- 9. Advise the City of Ketchikan's staff, including City Manager, Civic Center Manager and City Council on matters pertaining to the successful marketing of the community as a visitor destination for all types of travelers.**
- 10. Monitor effectiveness of marketing activities through measurements and tracking that shows:**
 - a. hotel and vacation rental nights (leisure and meetings)
 - b. activity bookings on non-cruise days
 - c. Increases in website traffic/travel planner requests and downloads Number of impressions from advertising buys

Exhibit B

In consideration of Contractor's responsibilities under this agreement, Owner agrees to pay Contractor the amount of THREE HUNDRED THIRTY THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$333,450) during 2020 on the payment schedule provided below:

Upon full execution of contract	\$83,362.50
April 1, 2020	\$83,362.50
July 1, 2020	\$83,362.50
October 1, 2020	\$83,362.50



Ketchikan Gateway Borough
FY 2020 CPV Fund Grant Program

Ketchikan Visitors Bureau - Operations
Page 1 of 10

KETCHIKAN GATEWAY BOROUGH

GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of August, 2019 by and between the Ketchikan Gateway Borough, a general law municipality and a borough of the second class, 1900 First Avenue, Ketchikan, Alaska 99901, hereinafter referred to as the "Borough," and the Ketchikan Visitors Bureau, 50 Front Street, Suite 203, Ketchikan, Alaska 99901, hereinafter referred to as the "Grantee";

Section 1. Definitions. For purposes of this agreement the following terms shall have the meanings set forth:

- A. "Grant Administrator" means the Borough employee identified in this agreement as the point of contact responsible for administration of this agreement on behalf of the Borough.
- B. "Grantee Representative" means the person identified in this agreement who is: 1) authorized to act on behalf of and bind the Grantee; 2) responsible for communication with the Borough concerning the Project; and 3) responsible for ensuring compliance with the terms of this agreement on the part of the Grantee.
- C. "Payment Schedule" means the timing and frequency of payments under the grant as set out in this agreement.
- D. "Project" means the item to be constructed or service to be provided with the grant funds as described in Exhibit A, Scope of Work.
- E. "Project Match" means any funds or the value of labor and materials provided by the Grantee for the Project.

Section 2. Agreement to be bound.

The Grantee agrees to perform the work described in Exhibit A, which is attached hereto and incorporated by reference as if fully set forth herein.

The Grantee represents that it is willing to undertake the Project under the terms of this agreement, and has the capacity to fulfill the obligations set forth in this agreement. Further, the Grantee represents that



the individual executing this agreement is authorized to sign on behalf of the Grantee and bind the Grantee to the provisions of this agreement.

Section 3. Project Funding and Terms of Payment.

- A. The total amount of funds to be provided by the borough under this agreement is not to exceed \$264,700. The payment of funds under this agreement is subject to the availability of lawfully appropriated funds.
- B. Payments of grant funds shall be made according to the payment schedule set out in Exhibit B, Payment Schedule, which is attached hereto and incorporated by reference as if fully set forth herein. Payment requests shall be submitted with a completed payment request form, an example of which is attached as Exhibit C.
- C. The Grantee acknowledges and understands that the funds provided under this agreement are from the State Commercial Passenger Vessel Tax, and as such, may only be used for purposes within the scope as allowed by law and by other federal laws restricting use of such funds. The Grantee agrees to only use the funds for these permitted purposes, to defend the Borough as provided below in Section 5 (K) in the event of a challenge to the appropriate use of the funds, to cease spending any of the funds in the event of notification by the Borough that a case has been filed challenging the expenditure of these funds, and to return any unexpended funds should such challenge be successful.
- D. The Grantee hereby agrees that it will use all funds paid to it under this agreement solely for the Project as described in Exhibit A. The Project will be completed no later than June 30, 2020, unless allowed an extension by the Borough. This agreement may only be amended in writing, signed by the authorized representatives of each party.
- E. The Grantee shall maintain records sufficient to account for all funds provided under this agreement.
- F. The Grantee will return all unexpended grant funds to the Borough at the earlier of expiration of 45 days from the date the Project is actually completed or expiration of 45 days from the date for completion of the Project set out in this agreement.



Section 4. Obligations of the Borough

- A. The Borough shall make payments in accordance with the schedule in Exhibit B.
- B. The Borough's participation in the Project is limited to provision of grant funds.
- C. The Grantee is an independent contractor.
- D. The fact that the grant has been awarded does not obligate the Borough to operate or maintain the Project.
- E. The Borough shall identify a Grant Administrator. The Grant Administrator for this grant is:
 - Shelly Acteson, Grant Administrator
 - Planning and Community Development Department
 - Ketchikan Gateway Borough
 - 1900 First Avenue, Suite 126
 - Ketchikan, Alaska 99901
 - Telephone: (907) 228-6634
 - E-mail address: sheliya@kgbak.us

Section 5. Obligations of the Grantee.

- A. The Grantee shall comply with all terms of this agreement.
- B. The Grantee shall identify the Grantee Representative. For this agreement, the authorized Grantee representative shall be:
 - Patti Mackey, President/CEO
 - 50 Front Street, Suite 203,
 - Ketchikan, Alaska 99901
 - Telephone: (907) 225-6166
 - Email address: pmackey@visit-ketchikan.com
- C. The Grantee will assure that, to the extent consistent with the purpose of the appropriation, the facilities or services provided with the grant will be available for use of the general public.



Ketchikan Gateway Borough
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-
- D. The Grantee will retain, for a period of six years after the Project has been completed, all contracts, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to matters covered by the grant.
 - E. The Grantee will allow the Borough, on request, access to all Project related records, including but not limited to financial records, for the purpose of audit or other procedures to verify compliance with the terms of this agreement.
 - F. The Grantee will submit a quarterly grant report in accordance with the report template provided by the Borough to the Borough until the Project is completed, regardless of whether or not expenditures have been made.
 - G. The Grantee shall comply with all applicable local, state, and federal laws relating to the Project.
 - H. The Grantee shall remain current on all payments for insurance required by this agreement, payroll taxes, workers compensation, and Federal taxes.
 - I. The Grantee shall remain current on all payments due to the Borough for sales, personal, and real property taxes; utility charges; and fees of any type.
 - J. The Grantee shall include a provision in any agreements for purchase of goods or services by Grantee requiring the vendor to be current on sales taxes due to the City of Ketchikan and the Ketchikan Gateway Borough, and authorizing the Grantee to withhold funds from payments to the vendor and transmit the payments to the Borough if such sales tax payments are in arrears. Before authorizing payment of any invoice, fee, refund, or charge to a vendor or business for goods or services, the Grantee shall review the current "Listing of Businesses not in Compliance with Borough Sales Tax Ordinances" published by the Borough online with the link on the Borough sales tax page under Delinquent Accounts. The Grantee shall deduct from the amount due to the business by the Grantee such sum, if any, as may be due the Borough from that business for delinquent sales taxes, including penalties and interest on delinquent sales taxes. The amount deducted by the Grantee shall be remitted to the Borough in payment delinquent sales taxes, including penalties and interest.
 - K. The Grantee, its successors, and assigns, will protect, save, and hold harmless the Borough and its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licenses, invitees, employees, or any person whomever arising out of or in



connection with any acts or activities authorized by this agreement, including any claim that the grant violates federal or state law. The Grantee further agrees to defend the Borough and its authorized agents and employees in any litigation; including payment of any costs or attorney's fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Borough or its authorized agents or employees. However, if the claims or damages are caused by or result from the concurrent negligence of (a) the Borough and its agents or employees, and (b) the Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee's agents or employees.

Section 6. Default and Termination.

- A. Should the Grantee be in a condition of default, upon written notice of default having been provided by the Borough, the Borough may immediately cease making payments under the Grant.
- B. Should the default not be cured within 30 days of the date of notice of default the Borough may terminate the grant agreement and pursue remedies including 1) withholding any further payments under the grant; 2) seeking recovery of any funds improperly expended; and 3) pursuing any other remedies in law or equity.

Section 7. Miscellaneous.

- A. It is understood and agreed that this agreement is solely for the benefit of the parties to the agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this agreement.
- B. The laws of the State of Alaska shall govern the construction, validity, performance, and enforcement of this agreement. Venue as to any action, claim, or proceeding arising out of, or based upon this agreement, including, but not limited to, any action for declaratory or injunctive



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relief, shall be the appropriate court sitting in the City of Ketchikan, First Judicial District, State of Alaska.

- C. The Borough, by written notice, may terminate this agreement, in whole or in part, for substantial breach of this agreement. On termination for breach, the Borough may seek to recover all monies previously paid to the Grantee under this agreement.
- D. The effective date of this agreement is the date this agreement is signed by the Borough.
- E. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail at the addresses set forth below. Either party may change its address by notifying the other party of its change of address in writing. Notice shall be deemed to have been duly made and given when delivered, if served personally, or upon the expiration of forty-eight hours after the time of mailing, if mailed as provided in this section.
- F. Waiver or Forbearance. The issuance of a payment under this grant by the Borough, with or without knowledge of any default on the part of the Grantee, is not a waiver of any provision of this agreement. No failure on the part of the Borough to enforce a provision of this agreement, nor the waiver of any right under this agreement by the Borough, unless in writing, will discharge or invalidate the application of such provision. No forbearance or written waiver affects the right of the Borough to enforce any provision of this agreement in the event of any subsequent default.
- G. In the event any provision of this agreement is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

BOROUGH: Ketchikan Gateway Borough
Attention: Richard Harney, Planning Director
1900 First Avenue, Suite 126
Ketchikan, Alaska 99901

GRANTEE: Ketchikan Visitors Bureau
Patti Mackey, President/CEO
50 Front Street, Suite 203
Ketchikan, Alaska 99901



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IN WITNESS WHEREOF, the parties have executed this agreement.

KETCHIKAN GATEWAY BOROUGH

For Deanna Thomas
Ruben Duran
Borough Manager

ATTEST:

Kacie Paxton
Kacie Paxton
Borough Clerk

CERTIFIED FUNDS AVAILABLE:

By: [Signature]

Account # 705-10-100-6090

APPROVED AS TO FORM:

[Signature]
Glenn Brown
Borough Attorney

GRANTEE SIGNING AUTHORITY

Patti Mackey
Patti Mackey
President & CEO



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BOROUGH ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 13th day of August, 2019, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Ruben Duran, to me known to be the Borough Manager of the Ketchikan Gateway Borough, a second class borough, the entity which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of said entity; who acknowledged to me that he signed same freely and voluntarily on behalf of said entity for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

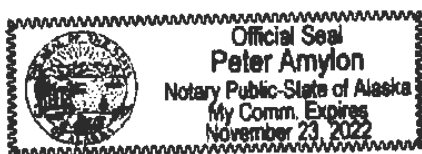


Melissa C. Hanis
NOTARY PUBLIC FOR ALASKA
My Commission Expires: 6/14/23

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 14 day of August, 2019, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Kacie Paxton to me known to be the Borough Clerk of the Ketchikan Gateway Borough, a second class borough, the entity which executed the above and foregoing instrument; who on oath stated that she was duly authorized to execute said instrument on behalf of said entity; who acknowledged to me that she signed the same freely and voluntarily on behalf of said entity for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.



Peter Amylon
NOTARY PUBLIC FOR ALASKA
My Commission Expires: 11.23.2022

(Seal)

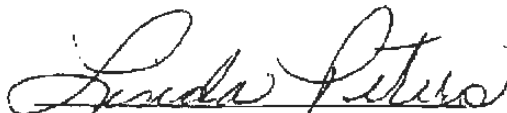


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CORPORATE CERTIFICATE

I, Linda Peters certify that I am the Secretary of the corporation named as Grantee in the foregoing instrument; that Patti Mackey, who signed said instrument on behalf of Ketchikan Visitors Bureau, Inc. Ketchikan, Alaska, is the President & CEO for said organization; that said instrument was duly signed for in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.


(Signature)

(Corporate Seal)

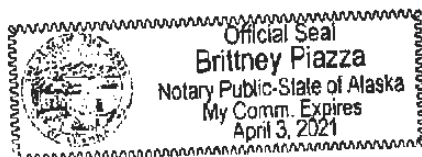
CORPORATE ACKNOWLEDGMENT

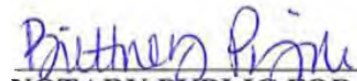
STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 9 day of August, 2019, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Patti Mackey & Linda Peters known to be the President & Secretary of Ketchikan Visitors Bureau a corporation formed under the laws of the State of Alaska, the corporation which executed the above and foregoing instrument, and who on oath stated he/she is duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal thereof, and acknowledged that he/she signed the same freely and voluntarily on behalf of said corporation for the purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

(Seal)




NOTARY PUBLIC FOR ALASKA

My Commission Expires: April 3, 2021



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EXHIBIT A – Scope of Work - \$264,700

The CPV grant funds will be used for operating expenses incurred providing visitor services to cruise ship passengers, including payroll, benefits, general and administrative expenses, and local expenditures and taxes.

EXHIBIT B – Payment Schedule

Total CPV Grant Amount - \$264,700

The Borough will make quarterly reimbursement payments upon receipt of submission of an invoice, payment request form (provided by the Borough), and a copy of contracts with non-employees associated with the scope of work described above. Upon verification of expenses for compliance with this agreement, payment will be provided through the Borough's standard finance practices.

EXHIBIT C – Grant Payment Request Form



Ketchikan Gateway Borough

1900 First Ave. STE 126, Ketchikan, Alaska 99901 907.228.6610 office : 907.228.6698 fax

Exhibit C: Grant Payment Request

Grantee Name & Project Name

Payment Request Date (MM/DD/YY)

Amount requested:

Invoice No.

Are receipts attached to this request?

☐ Yes ☐ No

Is the request for activities outlined in your grant agreement scope of work?

☐ Yes ☐ No

Briefly describe the achieved milestones:

DESTINATION MARKETING & TOURISM DEVELOPMENT PROGRAM AGREEMENT

THIS AGREEMENT is entered into by and between the **Kodiak Island Borough** (Borough) and **Discover Kodiak** (contractor) for the purpose of setting forth the terms and conditions pursuant to which the contractor shall be contracted to provide destination marketing and tourism development activities for the Kodiak Island Borough.

Section 1. INTENT OF AGREEMENT. The contractor is hereby contracted to provide destination marketing and tourism development in the Kodiak Island Borough.

Section 2. SCOPE OF WORK. The contractor will work with the Discover Kodiak Board of Directors to accomplish the following tasks:

- a. Produce collateral marketing materials, including the Discover Kodiak Visitor Guide
- b. Maintain and staff the Kodiak Visitor Center
- c. Work with the Alaska Travel Industry Association to ensure Kodiak is represented in their ongoing national and international marketing programs
- d. Continue work with the communities in the Kodiak Island Borough to determine the role tourism does and can play in the community economies
- e. Work with the Kodiak Chamber of Commerce to transform the visitor industry into a significant component of the Kodiak region's economy
- f. Continue development of the kodiak.org website to improve its usability and visibility to visitors, potential businesses, and residents
- g. Work with Kodiak College, the Kodiak Island Borough School District, Kodiak Area Native organizations, and other organizations to encourage entrepreneurship and assist small business development in the visitor industry
- h. Maintain a travel press kit to be available on the kodiak.org website
- i. Continue work with the airline industry and the Alaska Marine Highway System to maintain and improve access to the Kodiak region

A minimum of four Board of Director meetings will be scheduled during the term of this Agreement for the purpose of maintaining board input and guiding the efforts of the contractor. A written summary of Discover Kodiak activities will be submitted to the Borough Manager's Officer and an agenda

item shall be set each quarter for the contractor to present to the the Kodiak Island Borough Assembly.

Section 3. TERM. This agreement will remain in effect **July 1, 2021 through June 30, 2022**, unless earlier terminated. Either party shall have the right to terminate the agreement without penalty upon one month's written notice to the other.

Section 4. COMPENSATION. As compensation for all services rendered under this agreement, contractor shall be paid **\$75,000.00** by the Kodiak Island Borough. Said compensation shall be paid in equal installments of \$18,750.00 on the second Friday of July (or upon execution of this contract), and October 2021, and January and April 2022.

IN WITNESS WHEREOF the parties have executed this Agreement on this 6th day of August, 2021.

KODIAK ISLAND BOROUGH

DISCOVER KODIAK

Michael Powers
Manager

Aimee Williams
Executive Director

Attest:

Borough Clerk

 Discover Kodiak

to me ▾

Sep 10, 2021, 8:44 AM (3 days ago)



Hi Liz,

It was great to talk to you yesterday. I am always fascinated by what Juneau is up to and how you have managed to pivot in such an unprecedented time.

To answer your questions today I am attaching the contract that Discover Kodiak signs with the Kodiak Island Borough. Please note that I have the same contract with the City of Kodiak as well.

Both municipalities collect a 5% accommodation tax that is used to fund Discover Kodiak. By our local code, Discover Kodiak is eligible to receive 75% of the collected revenue.

Things to note:

1. Because I am getting monies from our local governments, I provide a quarterly update to both the City Council and Borough Assembly on a quarterly basis. This is usually just a three-minute public comment, however, there are times that I do get a spot on the agenda and give a longer update.
2. I have negotiated the contract with the City of Kodiak to be multi-year and that has allowed me to have much more flexibility in planning and purchase consistent advertising without having to slow down until the next fiscal year starts.

Our Discover Kodiak Board is member-elected. We do not have assigned seats to different sectors, instead, we just try to make sure we have a diverse representation from different industries.

I hope this helps. Let me know if there is anything else that I can answer.

Best,

Aimee

Aimee Williams
Executive Director



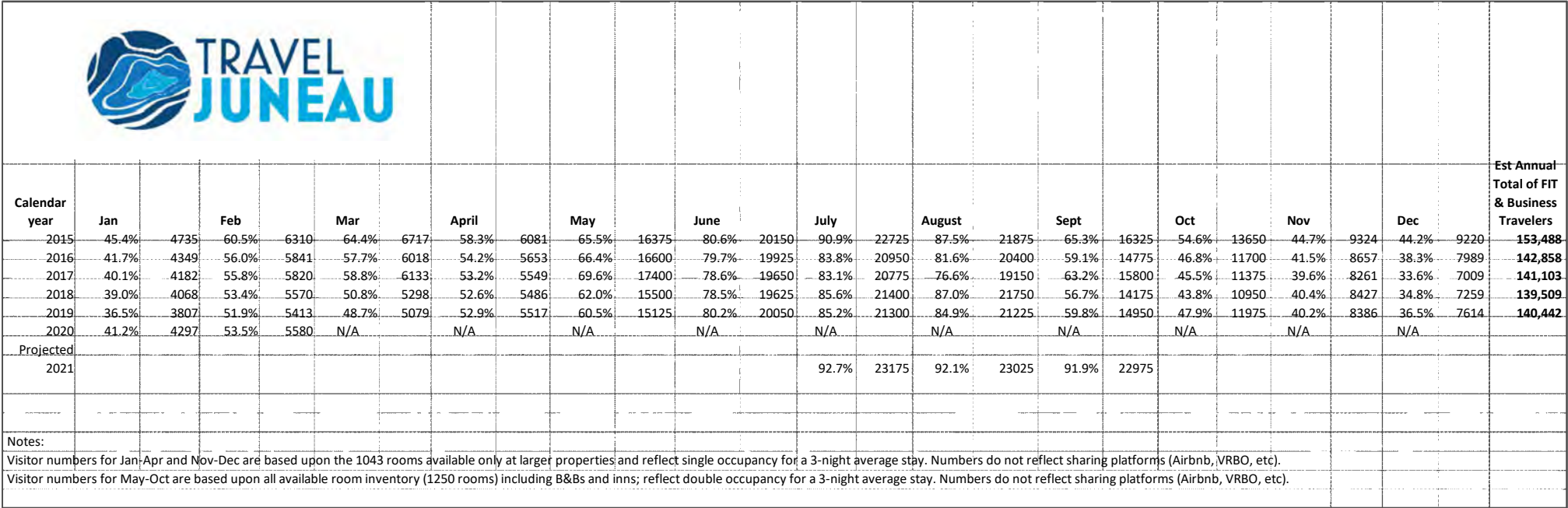
907.486.4782
100 Marine Way Ste 200



**Assists, Definites, and Pending
Business after July 1, 2021**

Organization	Meeting	Status	Convention Center	EEI	RA	SA	Mtg start	Mtg end	Total Days	Room Nights	Source Code
Sealaska Heritage Inst	2022 Sealaska Heritage Inst - Celebration	Assist	No	\$794,500.00	500	1000	6/9/2022	6/12/2022	6	1010	TJ Archive/Return Business
AK Oil and Gas Assn	2022 AOGA Board Meeting	Assist	Yes	\$28,315.00	20	25	1/18/2022	1/20/2022	3	40	JCVB Member Referral
Pioneers of AK	2022 Pioneers of AK Grand Igloo Convention	Definite	Yes	\$185,400.00	120	200	9/20/2022	9/24/2022	7	557	Local Champion - Bid
The Ironman Group	2022 Ironman Triathlon Race	Definite	No	\$4,122,000.00	1000	1500	8/3/2022	8/8/2022	10	5550	Direct Inquiry
The Ironman Group	2023 Ironman Triathlon Race	Definite	No	\$4,396,800.00	1000	1600	7/12/2023	7/17/2023	6	3900	Direct Inquiry
The Ironman Group	2024 Ironman Triathlon Race	Definite	No	\$4,396,800.00	1000	1600	7/10/2024	7/15/2024	6	3900	Direct Inquiry
UAF School of Fisheries & Ocean Sciences	2022 AK Chapter American Fisheries Society Conference	Definite	No	\$458,000.00	150	250	2/28/2022	3/3/2022	4	600	Local Champion - Bid
Alaska Power Assn	2022 AK Power Association Legislative Fly In	Definite	No	\$96,180.00	60	70	1/25/2022	1/27/2022	4	240	Centennial Hall Referral
Southeast AK Conservation Council	2022 AK Conservation Foundation Conference	Definite	Yes	\$274,800.00	75	200	3/23/2022	3/25/2022	3	175	Direct Inquiry
Southeast Regional Emergency Medical Services	2022 Southeast Region EMS Symposium SEREMS	Definite	Yes	\$412,200.00	100	150	3/30/2022	4/4/2022	6	470	Local Champion - Bid
Alaska Broadcasters Assn	2022 AK Broadcasters Assn Annual Convention	Definite	Yes	\$164,880.00	50	120	5/8/2022	5/11/2022	4	170	Local Champion - Bid
AK Peace Officers Assn	2022 APOA State Conference	Lead	Yes	\$220,200.00	150	200	5/8/2022	5/12/2022	7	800	TJ Archive/Return Business
Bryant Educational Leadership Group	2022 Living Waters Retreat for Women	Lead	No	\$83,460.00	60	60	6/2/2022	6/5/2022	4	240	Trade Show Contact
International Food Wine & Travel Writers Association IFWTWA	2022 International Food Wine & Travel Assn Annual Conference	Lead	No	\$86,760.00	60	80	5/12/2022	5/15/2022	5	240	Local Champion - Bid
YoungHearts Event Planners, LLC.	2022 Morehouse School of Medicine Faculty Retreat	Lead	Yes	\$114,580.00	80	100	9/12/2021	9/16/2021	5	320	Trade Show Contact
YoungHearts Event Planners, LLC.	2022 Young Hearts Annual Marriage Retreat	Lead	Yes	\$76,150.00	50	100	8/19/2021	8/22/2021	4	150	Trade Show Contact
National Black Coalition of Federal Aviation Employees	2022 NBCFAE National Training Conference	Lead	Yes	\$354,350.00	250	300	8/22/2022	8/25/2022	4	650	Trade Show Contact
National Association Of African Americans In Human Resources	2022 NAAAHN National Conference	Lead	Yes	\$215,250.00	150	200	9/22/2022	9/25/2022	4	400	Trade Show Contact

AK Library Assn	2024 AK Library Assoc & Pacific NW Library Assoc Conference	Lead	Yes	\$286,450.00	200	250	8/5/2024	8/9/2024	5	700	Local Champion - Bid
Oweesta Corporation	2022 Native CDFI (Community Development Financial Institute) Conference	Lead	Yes	\$458,000.00	200	250	6/27/2022	6/30/2022	5	850	Local Champion - Bid
Juneau School District	2022 AK STEAM Teacher Conference	Lead	Yes	\$149,000.00	100	200	10/13/2022	10/15/2022	3	250	Direct Inquiry
Entheos Audiology Cooperative	2022 Entheos Audiology Cooperative Owners' Retreat	Lead	No	\$183,200.00	55	80	6/29/2022	7/3/2022	8	295	Local Champion - Bid
Helms Briscoe	Board Retreat with High Adventure Events	Tentative	No	\$22,662.00	18	0	7/15/2021	7/18/2021	4	54	Trade Show Contact
AK Assn of School Business Officials	2022 ASBO International Eagle Institute	Tentative	No	\$77,165.00	55	60	7/12/2022	7/15/2022	4	220	TJ Bid Prospect
Helms Briscoe	Global Assn	Tentative	Yes	\$255,800.00	175	300	9/8/2021	9/10/2021	3	300	Trade Show Contact
RE/MAX	West Region Fall Retreat	Tentative	Yes	\$183,200.00	60	100	9/6/2022	9/9/2022	4	240	Trade Show Contact
Brownell Incentive Travel	Incentive Trips	Tentative	No	\$47,670.00	30	60	5/15/2022	5/20/2022	6	180	Trade Show Contact
Peerless Performance	Luxury Incentive Groups	Tentative	No	\$46,680.00	30	60	5/11/2022	5/15/2022	5	120	Trade Show Contact
McVeigh Global Meetings & Events, LLC	2022 Annual Meeting	Tentative	No	\$79,450.00	50	100	9/6/2022	9/11/2022	6	270	Trade Show Contact
Fox World Travel	2022 Incentive Sales Summit	Tentative	No	\$45,690.00	30	60	5/12/2022	5/15/2022	4	0	Trade Show Contact
Infinite Strategic Solutions	2022 Ring of Honor Sales Meeting	Tentative	No	\$38,900.00	25	50	6/5/2022	6/9/2022	5	100	Trade Show Contact
Creative Group Inc.	2022 President's Club & Annual Meeting	Tentative	Yes	\$339,500.00	250	200	6/1/2022	6/5/2022	5	820	Trade Show Contact
Storck USA, L.P.	2022 Sales Stars Incentive Trip	Tentative	No	\$25,038.00	18	18	5/8/2022	5/12/2022	5	77	Trade Show Contact
Specialty Planners International	2022 Masterminds Annual Retreat	Tentative	No	\$29,470.00	20	30	4/26/2022	4/30/2022	5	80	Trade Show Contact
Iron Peacock Events	2021 National Landscaping Company Annual Conference	Tentative	Yes	\$228,450.00	150	250	5/31/2022	6/4/2022	5	0	Trade Show Contact
Nextiva Technology Events	Global Nextiva Sales Managers Annual Incentive Trip	Tentative	No	\$35,435.00	25	30	7/8/2021	7/11/2021	4	85	Trade Show Contact
Entrepreneurs' Organization	2021 International Entrepreneurs' Organization Event	Tentative	Yes	\$38,075.00	25	50	9/1/2021	9/4/2021	4	0	Direct Inquiry
AK Retirement Management Board	2021 Ak Retirement Management Board Meeting	Tentative	No	\$28,315.00	20	25	9/22/2021	9/24/2021	3	0	Direct Inquiry
				\$19,078,775.00						24053	



MEMORANDUM



155 S. Seward St. Juneau, Alaska 99801
Scott.Ciambor@juneau.org
Voice (907) 586-0220
Fax (907) 586-5385

Date: September 20, 2021

TO: Maria Gladziszewski, Chair, Lands, Housing, and Economic Development Committee

FROM: Scott Ciambor, Chief Housing Officer 

Re: Housing Initiatives Update

Dear LHED Committee:

During today's Lands Committee meeting, I will be speaking to the Southeast Alaska Building Industry Association Board that meets at the same time. Below are updates on housing initiatives. Feel free to reach out if you have questions. Thanks, Scott

2021 Housing Action Plan Task List

At a previous LHED Committee meeting, a condensed list of Housing Action Plan activities was provided to focus next efforts. Here is the updated list:

Short-term HAP Activities

Implement [downtown tax abatement](#) *Complete*

Address downtown parking *in progress through Title 49 Committee*

Implement [Juneau Affordable Housing Fund](#) *Competition opened September 10. Applications due October 29.*

- Develop strategies to increase the Fund

Pederson Hill Land disposal strategy *w/ Lands Director exploring partnership (THRHA & Juneau Housing Trust) opportunities for disposal, including deed restricted and community land trust models*

Evaluate and address barriers to homeownership

Accessory Apartment Incentive Grant Program Review *Details presented at 09.07.2021 LHED Committee; 1 more certificate of occupancy received bringing total production to 28 units*

Riverview Senior Assisted Living *ground breaking event held and construction underway; grant funds distributed*

Medium-term HAP Activities

Develop Upstairs Downstairs loan program for rehabilitation and code compliance upgrades *working on draft language*

Strategies for short-term rental units/impact on housing stock *see accessory apartment review above*

Inclusionary Zoning

RFP for 2nd and Franklin parking lot disposal

Preservation strategy for existing affordable housing

Ongoing HAP Activities

Housing Data and Housing Action Plan Updates

Project list and reporting mechanism for Housing Officer

Small Area/Neighborhood Plans

Emergency Operation Command

Quarantine and Isolation Taskforce for Persons Experiencing Homelessness

Since the start of the pandemic, the Housing Office has facilitated taskforce meetings that include at least six different CBJ Departments (Emergency Operations, Parks and Rec, Docks & Harbors, Housing Office, CCFR/Mobile Integrated Health, Lands), Public Health, Bartlett Regional Hospital, SEARHC Front Street Clinic, AWARE, Glory Hall, St Vincent DePaul, hotel providers, and the Juneau Arts and Humanities Council.

The taskforce monitors surveillance testing, vaccine rollout, and quarantine and isolation options for persons experiencing homelessness.

After a reprieve in the spring, the taskforce ramped up to multiple meetings per week in July-August as the Delta variant reached the community and homeless population.

Isolation Services

- April 36 bed nights
- May 18 bed nights
- June 10 bed nights
- July 94 bed nights
- August 308 bed nights

In early August, hotel availability for isolation in the community was extremely low (zero vacancy on some nights). On August 19th, 2021, on a day of surveillance testing for 140 people, Centennial Hall was quickly put into operation to handle a volume of cases needing potential isolation.

Only 1 person needed the service that evening and the individual was referred to a hotel room the following night when a spot became available.

Isolation Services at Centennial Hall during the pandemic

- May 19-24, 2020 = Quarantine after testing event
- Oct. 13 – Dec. 6, 2020 = Isolation services for COVID+
- August 19-20, 2021 = Isolation services for COVID+



Date: September 24, 2021

To: Maria Gladziszewski, Chair
Lands, Housing & Economic Development Committee
Dan Bleidorn, Staff Liaison to the LHED

From: Richard Burns
Travel Juneau Board Chair

Dear Ms. Gladziszewski,

As part of the discussion regarding destination marketing for Juneau, the Travel Juneau Board would like to propose that its board of directors be approved by the CBJ Assembly through the Human Resources Committee (HRC). While no other Alaskan DMOs have this type of governance, the Travel Juneau Board operates in an open and transparent manner and we see want to offer the city leadership the opportunity to vet and approve Travel Juneau Board appointees to bolster confidence in both Travel Juneau's work and its governance.

The organization proposes that this be phased in beginning with the currently open seat, and the four seats expiring June 30, 2022, of which three are in their first three-year term, according to our bylaws.

The Travel Juneau Board places a high value on our Board being representative of our constituency, and the current Board is an example of these priorities in action. Currently represented on the board:

1. Hotelier
2. Small business operator
3. Restaurateur
4. Cultural tourism/ Alaska Native business
5. The rest of the seats are "at large" to reflect the changing needs of the independent travel community (marketing/advertising, etc.)
6. Appointed CBJ representative

As the TJ board recruits members of the community for Assembly approval, we would like the support and cooperation of the Assembly to reach this goal and continue to provide TJ with the best community expertise to grow the number of independent travelers who choose Juneau.

Thank you in advance for consideration of this addition to our proposal.

Richard Burns
Chair – Travel Juneau Board of Directors