ASSEMBLY AGENDA/MANAGER'S REPORT
THE CITY AND BOROUGH OF JUNEAU, ALASKA

November 26, 2018 7:00 PM

City Hall, Assembly Chambers
Regular Meeting 2018-34

Submitted By:

____

Duncan Rorie Watt
City and Borough Manager

I. FLAG SALUTE

II. ROLL CALL

III. SPECIAL ORDER OF BUSINESS

A. **Proclamation: Civil Air Patrol**

IV. APPROVAL OF MINUTES

A. **November 3, 2018 Special Assembly Meeting #2018-32 Minutes**

V. MANAGER'S REQUEST FOR AGENDA CHANGES

VI. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

VII. CONSENT AGENDA

A. Public Requests for Consent Agenda Changes, Other Than Ordinances for Introduction

B. Assembly Requests for Consent Agenda Changes

C. Assembly Action

1. Ordinances for Introduction

a. **Ordinance 2018-48 An Ordinance Authorizing the Port Director to Execute a Lease with Harri Commercial Marine for the Auke Bay Boatyard.**

In 2008, Harri Commercial Marine (dba Juneau Marine Services) was awarded a competitively solicited 10-year lease to operate the former DeHart's Boatyard, renamed as the Auke Bay Boatyard. The initial lease rent was set at $10,000 per year. With the improvements both at Don D. Statter Harbor Facilities and at the Auke Bay Loading Facility (ABLF), the opportunity presented itself to relocate the boatyard to the Auke Bay Loading Facility. Docks & Harbors completed all necessary permitting requirements to relocate the boatyard to the ABLF and cooperatively worked with Harri Commercial Marine in a 2016 amendment to the lease which then set the new rent at $27,000 per year. Title 53 provides for a "Preference Privilege" to enter into a new lease agreement, which Harri Commercial Marine has elected.

In June 2018, Horan & Company completed an appraisal to set the lease rent at $36,000. The Docks & Harbors Board approved the lease rent appraisal at its June 28, 2018, meeting.

The Docks & Harbors Board approved the language and terms of the proposed new 10-year lease at its August 30, 2018, regular board meeting.

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

b. **Ordinance 2018-50 An Ordinance Approving a Land Trade between the City and Borough and Alan and Ellen Rogers for Properties Located on the Southern End of the Mendenhall Peninsula.**

The Rogers family owns a lot next to CBJ park property on the southern end of the Mendenhall Peninsula. The Rogers have applied for an equal value land exchange to build an accessible home on the upland part of their lot. In exchange, the CBJ will receive waterfront property of equal value.

The waterfront property is appraised at 2.5 times the value of the uplands property; therefore approximately 14,225 square feet of upland property will be exchanged for 6,164 square feet of waterfront property.

The Assembly agreed to the concept at its June 4, 2018 meeting and directed the Manager to negotiate terms for the land trade.

The Parks and Recreation Advisory Committee, the Lands Committee and Planning Commission have all reviewed the proposed land exchange and recommended approval.

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

c. **Ordinance 2018-11(R) An Ordinance Appropriating to the Manager the Sum of up to $205,000 as Funding for the Community Development Department; Grant Funding Provided by the United States Department of Homeland Security, Federal Emergency Management Agency, FY18 Cooperating Technical Partners**

Program.

The City and Borough has been awarded up to $205,000 by the Federal Emergency Management Agency to update information on the landslide and avalanche risk in downtown Juneau. The grant includes $180,000 for a study, and $25,000 to develop policy recommendations. The grant will be implemented through two contracts issued following a bidding process. The project will be completed over a period of four years. No additional CBJ funds are required.

Adoption of this ordinance authorizes the CBJ to accept the grant funds.

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

d. **Ordinance 2018-11(S) An Ordinance Appropriating to the Manager the Sum of $11,000,000 as Funding for the Downtown Waterfront Improvement Project; Funding Provided by Cruise Passenger Vessel Excise Tax, Port Development Fees, Marine Passenger Fees Fund's Fund Balance, and Dock Fund's Fund Balance.**

DOWNTOWN WATERFRONT IMPROVEMENT PROJECT – FUNDING PACKAGE

Docks & Harbors proposes construction of a downtown transportation staging area and expanded waterfront open space deck-over project in support of the cruise passenger growth in Juneau. The project includes a land exchange and results in a net purchase of approximately 0.4 acres of additional property. The project would be constructed in two phases over the course of twenty four months. The total estimated project cost is $23.5. The Finance Director has developed a funding package which would include sufficient resources to complete the proposed project. Phase I improvements would cost $20.5 million and include the purchase of necessary property and the project costs of the first phase of the construction project. The first phase of construction would include the piling and installed decks and surface improvements. Phase II, if funded at a later date by the Assembly, would include the covered passenger shelter with restrooms.

The proposal draws from a variety of funds including: Cruise Passenger Vessel Excise Tax, Marine Passenger Fees, Port Development Fees, Dock Fund Balance and Waterfront Land Acquisition CIP.

The funding for Phase I consists of:

1.) $3.5 million of funds already appropriated,

2.) appropriating $11 million via this ordinance and
3.) $6 million of passenger fees to be transferred in from other CIPs.

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

2. Liquor License

a. **Liquor Licenses: Transfer of a Restaurant/Eating Place (LL#851) and a 2019/2020 Renewal for Beverage Dispensary (LL#674)**

The below liquor license actions are before the Assembly to either protest or waive its right to protest each license action.

<u>Transfer for Restaurant/Eating Place Liquor License</u>
Restaurant/Eating Place License #851
Transferor: Rodfather's LLC d/b/a Papa Rod's
Location: 356 S. Franklin Street, Juneau
Transferee: Alaska Travel Adventures, Inc. d/b/a Gold Creek Salmon Bake
Location: 1061 Salmon Creek Lane, Juneau
This license is a transfer of owner and location.

<u>2019/2020 Liquor License Renewal for Beverage Dispensary</u>
Beverage Dispensary License #674
MSE, LLC d/b/a Lucky Lady
Location: 192 S. Franklin Street, Juneau

Staff from the Police, Finance, Fire, Public Works (Utilities), and Community Development departments have reviewed the above licenses and recommend the Assembly waive its right to protest these applications. Copies of the documents associated with each license are in the Assembly's e-packet or available in hard-copy upon request to the Clerk's office.

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

3. Other Items for consent

a. **New AMCO Marijuana License 13279 The Mason Jar LLC**

CBJ received notice of the following new Alcohol Marijuana Control Office (AMCO) marijuana license application [*Copies of all documents relating to a license are available upon request from the Municipal Clerk's Office*]:

Retail Marijuana Store, License #13279, The Mason Jar LLC,

located at: 2771 Sherwood Lane, Juneau
(The 60-day comment period for local governing body action expires Tuesday, November 27, 2018.)

CBJ staff from the Police, Fire, Finance, and Community Development departments reviewed this application for compliance with CBJ laws and regulations and recommends the Assembly waive its right to protest the issuance of this license.

In the event the Assembly does protest the issuance of a license, CBJ Code 20.30 requires notice, with specificity regarding the nature and basis of the protest, to be sent to the licensee and provides the licensee an opportunity to exercise its right to an informal hearing before the Assembly.

As to CDD's recommendations, The Mason Jar LLC, has obtained a Conditional Use Permit (USE2017-0028) and although it does not yet have a local license, CDD recommends allowing the applicant to move forward to obtain their state license. However, the licensee will not be allowed to operate in the borough until city requirements are met.

The City Manager recommends the Assembly waive its right to protest the issuance of AMCO marijuana license #13279.

VIIIPUBLIC HEARING

A. **Ordinance 2018-11(P) An Ordinance Appropriating to the Manager the Sum of $15,000 As Increased Funding for the Youth Scholarship Program; Funding Provided by the Juneau Community Foundation and the Friends of Zach Gordon Youth Center.**

Friends of Zach Gordon Youth Center, the Juneau Community Foundation, and Juneau Parks and Recreation are piloting a project to increase the scholarship amounts available to help children participate in activities in Juneau. Currently, the Youth Scholarship Program, managed by Parks and Rec, is capped at $10,000. The Juneau Community Foundation has agreed to fund an additional $10,000 to the program and Friends of Zach Gordon Youth Center is matching this funding with an additional $5,000. Special marketing and outreach will take place to reach families most in need throughout Juneau.

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

IX. UNFINISHED BUSINESS

A. **Juneau Seventh-Day Adventist Christian School v. CBJ Assessor**

On June 1, 2018, the CBJ Assessor denied a request from the Seventh Day

Adventist Christian School for a complete educational or religious use exemption for approximately .71 acres of property located at 4890 Glacier Highway. The School filed a timely appeal. On June 25, 2018, the Assembly accepted the appeal and referred it to a hearing officer.

The CBJ Assessor had previously granted a conditional exemption on the property for 2017, subject to the receipt of sufficient evidence to demonstrate exclusive religious or educational use on the entire 2.85 acre property. Consistent with Seal Trust I, the Assessor considered evidence of use after the appeal was filed and determined there was now sufficient evidence of educational use to justify an educational exemption. The Assessor granted an educational exemption, which mooted the appeal.

On November 14, 2018, the hearing officer issued a proposed order that the appeal be dismissed and the CBJ shall refund the Church its appeal costs and taxes paid plus interest ($2,370.22) as provided by CBJ and State law.

CBJ 01.50.150(c) governs this process. Unless rejected or modified by an affirmative vote of the Assembly, the Hearing Officer's proposed order shall be deemed adopted by the Assembly. No testimony or evidence of any nature other than that contained in a timely filed objection may be received by the Assembly at this meeting.

X. NEW BUSINESS

XI. STAFF REPORTS

XII. ASSEMBLY REPORTS

A. Mayor's Report

B. Committee Reports, Liaison Reports, Assembly Comments and Questions

C. Presiding Officer Reports

XIII. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

XVI. SUPPLEMENTAL MATERIALS

ADA accommodations available upon request: Please contact the Clerk's office 72 hours prior to any meeting so arrangements can be made to have a sign language interpreter present or an audiotape containing the Assembly's agenda made available. The Clerk's office telephone number is 586-5278, TDD 586-5351, e-mail: city.clerk@juneau.org

SPECIAL ASSEMBLY MEETING
THE CITY AND BOROUGH OF JUNEAU, ALASKA

Meeting Minutes - November 3, 2018

MEETING NO. 2018-32: The Special Joint Meeting of the City and Borough of Juneau Assembly and the Board of Education (School Board) held in room 206 the Juneau Douglas High School, was called to order at 12:10 p.m. by Mayor Beth Weldon.

I. CALL TO ORDER / ROLL CALL

Assembly Members Present: Mayor Beth Weldon, Loren Jones, Michele Hale, Wade Bryson, Carole Triem

Assembly Absent: Maria Gladziszewski, Mary Becker, Rob Edwardson and Jesse Kiehl

School Board Members Present: President Brian Holst, Kevin Allen, Steve Whitney, Elizabeth Siddon, Dan DeBartolo, Paul Kelly

School Board Absent: Jeff Short

A quorum of each group was present.

Staff Present:
CBJ: City Manager Rorie Watt, Deputy Manager Mila Cosgrove, Finance Director Bob Bartholomew, Engineering/PW Architect Nathan Coffee
Juneau School District: Interim JSD Superintendent Bridget Weiss, Chief of Staff Kristin Bartlett, Director of Teaching and Learning Support Ted Wilson

II. AGENDA TOPICS

A. Introductions and Welcome

Each individual introduced themselves to the group.

B. School Facility Maintenance

Manager Watt reviewed the packet. He drew attention to the Charter provisions governing the school district and noted that the Charter requires the Assembly and Board of Education (School Board) meet twice a year.

Manager Watt covered the slides pertaining to school facilities. Mr. Watt stated that best practice was to spend 2 – 3% of the value of facilities on maintenance per year averaged over the life of the building. Some years you spend more, some years less. Historically the school district has not invested at this level on an annual basis, but waited to address maintenance needs when the facility was ready to qualify for state funding because of the 70% match that used to be available. Currently there is a general moratorium on state match that is expected to lift in 2020. At that time, the general understanding is that state match will be limited to 50%. A general discussion about school facilities and funding ensued.

School Board President Holst confirmed that past strategy relied on state funding. He stated that the parties need to determine how this strategy will work in the future. Assemblymember Jones pointed out that the State Department of Education has tightened up what is and is not available for funding and commented that there will be a lot of pressure on available funds once the state re-initiates its program. There was a general discussion about how various funding mechanisms worked.

Finance Director Bartholomew was asked to review CBJ debt and its link to the mill rate. Bartholomew stated that traditionally there has been about 1.5 mills that has been spent on debt service for schools. He also stated that debt projects compete and that as revenues remain flat there will be more pressure on the mill rate to pay for general operations. As paying for Capital Improvement Projects and general operations come in conflict, the Assembly will have to prioritize.

There was a general discussion of the state of school facilities compared to other CBJ facilities. Mr. Watt commented that it depended on the building . Some were in better shape, some need attention. There was also a general discussion about the value of city Capital Improvement Projects (CIPs) on the economy as a whole. Mr. Bartholomew stated that in any given year the city funded $60 -$80 million in projects.

C. Timeline School Funding Decisions

Manager Watt discussed the memo in the packet. He stated that the time line had competing needs and interests as compared to the CBJ timeline for budget action. He encouraged all members to review the milestones and acknowledge that city, district, and state deadlines made for a challenging budget process. There was a general discussion related to budget time lines.

Perception of Schools in the Community

President Holst asked the Assemblymembers to comment on any general questions or concerns they had heard from the community related to schools as they campaigned. Mayor Weldon stated she thought that schools enjoyed a lot of support and that any concerns she heard were related to the viability of the tradesbased classes. She encouraged the district to partner with the unions in preparing youth for the workforce.

Assemblymember Bryson had questions about how the various home school programs functioned and whether there was opportunity to enhance the district's program to be more attractive to families who were choosing other options.

III. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None.

IV. ADJOURNMENT

There being no further business to come before the bodies, Mayor Weldon adjourned the meeting at 1:25 p.m.

Signed:_____________________	Signed:__________________________
Elizabeth J. McEwen, Municipal Clerk	Beth A. Weldon, Mayor

Presented by: The Manager
Introduced:
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-48

An Ordinance Authorizing the Port Director to Execute a Lease with Harri Commercial Marine for the Auke Bay Boatyard.

WHEREAS, on April 7, 2008, the CBJ Assembly passed Ordinance 2008-08, approving a ten-year lease with Juneau Marine Services, Inc., for 40,510 square feet of land within U.S. Survey 16 for operation of the Auke Bay boatyard, travel lift, and related equipment and improvements at DeHart's Marina; and

WHEREAS, the lease was amended in 2016 under the terms approved by the CBJ Assembly under Ordinance 2015-52; and

WHEREAS, under circumstances described in Ordinance 2015-52, CBJ Docks and Harbors worked with Juneau Marine Services, Inc. to relocate the lease to the then new haul-out facility located at A.T.S. No. 1685; and

WHEREAS, as described in Ordinance 2015-52, Juneau Marine Services, Inc. was acquired by Harri Plumbing & Heating, Inc., in December 2012, resulting in the lease amendment to reflect Harri Commercial Marine, a division of Harri Plumbing & Heating, Inc., as the lessee; and

WHEREAS, as provided under the lease approved under Ordinance 2008-08, as amended under Ordinance 2015-52, it was the intent of the parties to enter into a new lease upon the construction of a new haul-out facility, which occurred in July 2015; and

WHEREAS, in accordance with this intent, the parties have been negotiating the terms of a new lease, as attached as Exhibit A; and

WHEREAS, on June 8, 2018, Horan & Company presented an updated appraisal for the 36,155 square feet of land within the portion of A.T.S. No. 1685 being used as the leased premises and determined the annual rent should be $36,000 per year; and

WHEREAS, on August 30, 2018, the Docks and Harbors Board recommended approval of the new lease; and

WHEREAS, the use of this property as described in the lease was previously approved by the CBJ Planning Commission on February 10, 2015 and by the Lands Committee on November 23, 2015; and

WHEREAS, on November 5, 2018, the Assembly at its regular meeting authorized direct negotiations with the original proposer; and

WHEREAS, it is the intent of Docks and Harbors Board and Harri Commercial Marine to enter into a new lease which memorializes the parties' negotiations and agreements.

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

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

Section 2. Authorization to Lease. The Port Director is authorized to execute a lease to Harri Commercial Marine for the operation of a boatyard service facility that is substantially similar to the attached lease (Exhibit A).

Section 3. Description of Lease Property. The real property, equipment, and improvements to be leased are located near 13600 Glacier Highway, commonly known as the Auke Bay Boatyard, and more particularly described as follows:

A. A 0.83 acre (36,155 square feet) portion of A.T.S. No. 1685 whose lease boundaries are demarcated by a row of Jersey barriers, the edge of asphalt pavement, and inside edge of landscaping feature, as depicted in Exhibit A.

B. The equipment and physical improvements listed in Exhibit A.

Section 4. Minimum Essential Terms and Conditions. The lease is subject to the following minimum terms and conditions:

A. The leased property shall be utilized only for the operations of a boatyard service facility. Unless approved by the City and Borough of Juneau, any utilization or development of the leased property for other than the allowed uses shall constitute a violation of the lease and subject the lease to cancellation.

B. The Lessee shall allow other contractors onto the leased area to perform boatyard services so long as the other contractors (i) provide proof, upon demand, that they have the same insurance coverage as the Port Director requires Lessee to maintain, and (ii) adhere to at least Lessee's boatyard best management practices.

C. The Port Director is authorized to execute the lease to commence on April 10, 2018, the date the prior lease amendment for the property expired, as to ensure uninterrupted operation of the Auke Bay Boatyard for users. The lease shall be for a term of ten years, with an option to renew for an additional ten years.

D. The annual lease payment for the first five years of the term shall be $36,000 per year with the first payment due as of the effective day of the lease, plus sales tax.

E. Beginning with the first year after the initial five-year period of the term of the lease, the Port Director will re-evaluate and adjust the annual lease payment for the leased property, equipment, and improvements for the next five-year period of the term in accordance with CBJ 53.20.190(2). The new annual lease payment amount shall be paid retroactively to the beginning of the lease payment adjustment period. Lessee shall pay all appraisal costs associated with re-evaluating and making adjustments to the annual lease payment.

F. Lessee shall indemnify, defend, and hold harmless the City and Borough and its officers and employees for any claims related to or arising out of Lessee's use, operation, maintenance of the leased property, equipment, improvements, and any further development of the leased property or improvements by Lessee.

G. The lease shall include all provisions of the standard City and Borough land lease form not in conflict with this ordinance, and any other provisions that the Port Director determines to be in the public interest.

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

Adopted this ________ day of ________________________, 2018.

____

Beth A. Weldon, Mayor

Attest:

____

Elizabeth J. McEwen, Municipal Clerk

LEASE FOR USE OF CBJ
PROPERTY AT AUKE BAY BOATYARD

PART I. PARTIES. This lease agreement is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska with its principle place of business at 155 S. Seward Street, Juneau, Alaska, 99801 ("CBJ"), and Harri Commercial Marine, a division of Harri Plumbing & Heating, Inc., an Alaska corporation with its principle place of business at 809 W. 12th St, Juneau, Alaska, 99801 ("Lessee").

PART II. AGREEMENT ADMINISTRATION. All communications about this agreement shall be directed as follows, and any reliance on a communication with a person other than that listed below is at the party's own risk.

CBJ:	**Lessee:**
City and Borough of Juneau	Harri Plumbing & Heating Inc.
Attn: Port Director	Attn: Jeffrey J. Duvernay
155 S. Seward Street	809 W. 12th St
Juneau, AK 99801	Juneau, AK 99801
Phone: (907) 586-0294	Phone: 907-586-3190
Fax: (907) 586-0295	Fax : 907-586-4129
Email: Carl.Uchytil@juneau.org	email: jeff@harriplumbing.com

PART III. AGREEMENT DESCRIPTION. The following appendices are attached hereto and are considered to be part of this agreement, as well as anything incorporated by reference or attached to those appendices.

Appendix A: Property Description & Additional Agreement Provisions
Appendix B: Lease Provisions Required by CBJ Chapter 53.20
Appendix C: Standard Provisions

If in conflict, the order of precedence shall be: this document, Appendix A, B, and then C.

PART IV. LEASE EXECUTION. CBJ and Lessee agree and sign below. This agreement is not effective until signed by the CBJ.

Lessee:

Date: ________________________

By: ________________________
Jeffrey J. Duvernay

LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the ____ day of ____________________, 2018, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Jeffrey J. Duvernay,** to me known to be the identical individual described in and who executed the foregoing instrument for and on behalf of himself, as Lessee, which executed the above and foregoing instrument; who on oath stated that s/he was duly authorized to execute said instrument; who acknowledged to me that s/he signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

____
Notary Public in and for the State of Alaska
My Commission Expires: _______________

CBJ:

Date: ______________________________________

By: ______________________________________
Carl Uchytil
CBJ Port Director

CBJ ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the ____ day of ____________________, 2018, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Carl Uchytil**, to me known to be the **Port Director of the City and Borough of Juneau**, Alaska, a municipal corporation which executed the above foregoing instrument, who on oath stated that he was duly authorized to executive said instrument on behalf of said corporation; who acknowledged to that that he 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 the certificate first above written.

____
Notary Public in and for the State of Alaska
My Commission Expires: _______________

Risk Management Review: ____, Risk Manager

Approved as to Form: ____, Law Department

APPENDIX A:
PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS

1. DESCRIPTION OF PROPERTY

The property subject to this agreement is generally referred to as “the Premise” or “the Property.” The Premise is known as the Auke Bay Boatyard, located near 13600 Glacier Highway (PIN 4B3101000035), and is more specifically described as follows:

(A) A 0.83 acre (36,155 sf) portion of A.T.S. No. 1685 whose lease boundaries are demarcated by a row of Jersey barriers, the edge of asphalt pavement, and the inside edge of landscaping feature, as shown in Exhibit A attached hereto and incorporated in this lease.

(B) The equipment and physical improvements listed on Exhibit B attached hereto and incorporated in this lease.

2. AUTHORITY. This lease is authorized pursuant CBJ Code Section 85.02.060(a)(5), CBJ Chapter 53.20; and CBJ Ordinance No. 2018-48. The Planning Commission recommended approval CSP 2014-0025, consistent with CBJ 53.09.260, at its meeting on February 10th, 2015. At its meeting on August 30th, 2018 the Docks and Harbors Board recommended approval of this lease.

3. TERM. The parties agree that it was their intent to enter into this lease arrangement for the 10 year period starting April 10, 2018. Accordingly, the parties agree and intend that this lease shall be interpreted as having the effective date be retroactive to April 10, 2018. The parties agree and consent to being bound by the terms of this agreement as if it had been entered into as of April 10, 2018.

The term of the lease is ten years and shall remain in effect until April 9, 2028, unless sooner terminated.

The CBJ grants the Lessee an option to renew this lease for one additional ten-year term, with a maximum total term of 20 years. Lessee shall exercise this option by written notice given to the CBJ at least 90 days prior to expiration of the underlying lease term.

4. LEASE PAYMENTS

a) Lessee shall pay the CBJ an annual lease payment for the Leased Premises. The annual payment for the initial five-year period shall be $ 36,000 (thirty-six thousand dollars) plus any required tax.

b) Lessee shall pay CBJ without demand, deduction or offset the monthly rental in advance or on the first (1st) day of each month during the Agreement. Payments for any partial month at the beginning or end of the Agreement term shall be prorated.

c) If applicable and beginning with the fifth year of the lease term, Docks and Harbors staff will re-evaluate and adjust the annual lease payment for the Leased Premises for the next year of this lease, pursuant to Appendix B, Section 3(b) of this lease, CBJ 53.20.190(2), CBJ 85.02.060(a)(5), and the Docks and Harbors lease administration regulations, 05 CBJAC Chapter 50. The new annual lease payment amount shall be paid retroactively to the beginning of that lease payment adjustment period. Lessee shall pay all appraisal costs associated with re-evaluating and making adjustments to the annual lease payment.

d) CBJ's acceptance of less than the full amount of any payment due from Lessee shall not be deemed an accord and satisfaction or compromise of such payment unless CBJ specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which CBJ claims.

5. AUTHORIZED USE OF PREMISES. Lessee agrees to use the Leased Premises for operation of a boatyard service, repair, and storage facility, and marine haul-out, consistent with the Operations Plan submitted by Lessee to the CBJ as part of its proposal for this lease dated February 18th, 2018, and attached as Exhibit C. Lessee shall be responsible for obtaining all necessary permits and approvals for Lessee's development of the Leased Premises. Lessee is required to obtain approval of its construction plans from the CBJ Docks and Harbors Board prior to the start of any construction.

Lessee agrees to return the Premises to its original pre-permitted condition. No other improvements or changes to improvements may be made on the permitted area unless first approved by the Port Director.

6. TAXES. Lessee is hereby on notice that this agreement may make all or a portion of the Premises taxable. Lessee shall pay all taxes, assessments, liens and license fees levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, by reason of Lessee's use of the Premises.

7. UTILITIES AND SERVICES. If the Lessee wants utilities or services provided to the Premises, the Lessee shall furnish and pay, at Lessee's sole expense, the desired utilities and services (including but not limited to power, water, waste water, trash, janitorial, telephone, internet, and cable).

8. INSURANCE. The Lessee has provided certification of proper insurance coverage, including certificate(s) of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement, to the City and Borough of Juneau, attached as Attachment 1. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Lessee to maintain the insurance required by this contract.

Lessee agrees, at its own expense, to maintain insurance as follows at all times while this contract is in effect, including during any periods of renewal. The Lessee's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. Any deductibles and self-insured retentions must be declared to and approved by the CBJ. The CBJ may require the Lessee to provide proof of ability to pay losses and related investigations, claim administration, and defend expenses within the retention.

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

Workers Compensation Insurance. If required by Alaska Statute (*see* Alaska Statute 23.30), the Lessee must maintain Workers Compensation Insurance to protect the Lessee from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to the Lessee's firm, the Lessee's subLessees and assignees, and anyone directly or indirectly employed to perform work under this contract. The Lessee must notify the City as well as the State Division of Workers Compensation immediately when changes in the Lessee's business operation affect the Lessee's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of $100,000 per injury and illness, and $500,000 policy limits. Lessee also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. **If the Lessee is exempt from Alaska Statutory Requirements, the Lessee must provide written confirmation of this status in order for the CBJ to waive this requirement. The Lessee grants a waiver of any right to subrogation against the CBJ by virtue of the payment of any loss under such insurance.** This provision applies regardless of whether or not the CBJ has received a waiver of subrogation endorsement from the insurer.

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles $1,000,000 combined single limit coverage.

Property Insurance. Lessee acknowledges that it is the Lessee's obligation to obtain adequate insurance for protection of Lessee's buildings, fixtures, or other improvements, or personal property located on the Premises, and adequate insurance to cover debris removal.

APPENDIX B: LEASE PROVISIONS REQUIRED BY CBJ CHAPTER 53.20 and CBJ CHAPTER 50

1. RESPONSIBILITY TO PROPERLY LOCATE ON LEASED PREMISES. As required by CBJ 53.20.160, it shall be the responsibility of Lessee to properly locate Lessee's improvements on the Lease Premises and failure to so locate shall render Lessee's liable as provided by law.

2. APPROVAL OF OTHER AUTHORITIES. As required by CBJ 53.20.180, the issuance by CBJ of leases, including this lease, under the provisions of CBJ Title 53 does not relieve Lessees of responsibility for obtaining licenses, permits, or approvals as may be required by CBJ or by duly authorized state or federal agencies.

3. TERMS AND CONDITIONS OF LEASES REQUIRED BY CBJ 53.20.190. As required by CBJ 53.20.190, the following terms and conditions govern all leases and are incorporated into this lease unless modified by the Assembly by ordinance or resolution for this specific lease. Modifications of the provisions of this Appendix B applicable to this specific lease, if any, must specifically modify such provisions and be supported by the relevant ordinance or resolution to be effective.

(a) **Lease Utilization.** The Leased Premises shall be utilized only for purposes within the scope of the application and the terms of the lease, and in conformity with the provisions of CBJ code, and applicable state and federal laws and regulations. Utilization or development of the Leased Premises for other than the allowed uses shall constitute a violation of the lease and subject the lease to cancellation at any time.

(b) **Adjustment of Rental.** Lessee agrees to a review and adjustment of the annual rental payment by the Port Director not less often than every fifth year of the lease term, beginning with the rental due after completion of each review period. Any changes or adjustments shall be based primarily upon the values of comparable land in the same or similar areas; such evaluations shall also include all improvements, placed upon or made to the land, to which the CBJ has right or title, excluding landfill placed upon the land by Lessee, except that the value of any improvements credited against rentals shall be included in the value.

(i) **Delays in setting rents.** Delays in setting or adjusting lease rents due to the appraisal process shall not change the effective date of the lease rent change. In the case of renewals, the new rent shall apply retroactively to the date the lease expired. In the case of rent adjustments during a lease, the new rent shall apply retroactively to the date of rent adjustment as set out in the lease.

(ii) **Adjustment Dispute Resolution.** Should the Lessee disagree with the lease rent adjustment proposed by the Port Director, the Lessee shall pay for an appraisal and have the appraisal undertaken in accordance with the requirements set out in 05 CBJAC 50.050. In the event the Docks and Harbors Board disagrees with an appraisal, and the Board cannot reach an agreement with the lessee on the lease rent adjustment, the Board shall pay for an additional appraisal and have the appraisal undertaken in accordance with the requirements set out in 05 CBJAC 50.050. The Board shall establish the lease rent adjustment based on this additional appraisal. In the event the Lessee disagrees with the lease rent adjustment, the lessee may appeal to the Assembly. The decision of the Assembly shall be final.

(c) **Subleasing.** Lessee may sublease Leased Premises or any part thereof leased to Lessee hereunder; provided, that the proposed sub-lessee shall first apply to CBJ for a permit therefore; and further provided, that the improvements on the Leased Premises are the substantial reason for the sublease. Leases not having improvements thereon shall not be sublet. Subleases shall be in writing and be subject to the terms and conditions of the original lease; all terms, conditions, and covenants of the underlying lease that may be made to apply to the sublease are hereby incorporated into the sublease.

(d) **Assignment.** Lessee may assign its rights and obligations under this lease; provided that the proposed assignment shall be approved by CBJ prior to any assignment. The assignee shall be subject to all of the provisions of the lease. All terms, conditions, and covenants of the underlying lease that may be made applicable to the assignment are hereby incorporated into the assignment.

(e) **Modification.** The lease may be modified only by an agreement in writing signed by all parties in interest or their successor in interest.

(f) **Cancellation and Forfeiture.**

(i) The lease, if in good standing, may be cancelled in whole or in part, at any time, upon mutual written agreement by Lessee and CBJ.

(ii) CBJ may cancel the lease if it is used for any unlawful purpose.

(iii) If Lessee shall default in the performance or observance of any of the lease terms, covenants or stipulations thereto, or of the regulations now or hereafter in force, or service of written notice by CBJ without remedy by Lessee of the conditions warranting default, CBJ may subject Lessee to appropriate legal action including, but not limited to, forfeiture of the lease. No improvements may be removed by Lessee or other person during any time Lessee is in default.

(iv) Failure to make substantial use of the land, consistent with the proposed use, within one year shall in the discretion of CBJ with approval of the Assembly constitute grounds for default.

(g) **Notice or Demand.** Any notice or demand, which under terms of a lease or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address of record. However, either party may designate in writing such new or other address to which the notice or demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed delivered when deposited in a United States general or branch post office enclosed in a registered or certified mail prepaid wrapper or envelope addressed as hereinbefore provided.

(h) **Rights of Mortgage or Lienholder.** In the event of cancellation or forfeiture of a lease for cause, the holder of a properly recorded mortgage, conditional assignment or collateral assignment will have the option to acquire the lease for the unexpired term thereof, subject to the same terms and conditions as in the original lease.

(i) **Entry and Reentry.** In the event that the lease should be terminated as hereinbefore provided, or by summary proceedings or otherwise, or in the event that the demised lands, or any part thereof, should be abandoned by Lessee during the term, CBJ or its agents, servants, or representative, may, immediately or any time thereafter, reenter and resume possession of lands or such thereof, and remove all personals and property there from either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages therefor. No reentry by CBJ shall be deemed an acceptance of a surrender of the lease.

(j) **Lease.** In the event that the lease should be terminated as herein provided, or by summary proceedings, or otherwise, CBJ may offer the lands for lease or other appropriate disposal pursuant to the provisions of CBJ code.

(k) **Forfeiture of Rental.** In the event that the lease should be terminated because of any breach by Lessee, as herein provided, the annual rental payment last made by Lessee shall be forfeited and retained by CBJ as partial or total damages for the breach.

(l) **Written Waiver.** The receipt of rent by CBJ with knowledge of any breach of the lease by Lessee or of any default on the part of Lessee in observance or performance of any of the conditions or covenants of the lease, shall not be deemed a waiver of any provision of the Lease. No failure on the part of the CBJ to enforce any covenant or provision therein contained, nor any waiver of any right thereunder by CBJ unless in writing, shall discharge or invalidate such covenants or provisions or affect the right of CBJ to enforce the same in the event of any subsequent breach or default. The receipt, by CBJ, of any rent or any other sum of money after the termination, in any manner, of the term demised, or after the giving by CBJ of any notice thereunder to effect such termination, shall not reinstate, continue, or extend the resultant term therein demised, or destroy, or in any manner impair the efficacy of any such notice or termination as may have been given thereunder by CBJ to Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by CBJ.

(m) **Expiration of Lease.** Unless the lease is renewed or sooner terminated as provided herein, Lessee shall peaceably and quietly leave, surrender and yield up to the CBJ all of the leased land on the last day of the term of the lease.

(n) **Renewal Preference.** Any renewal preference granted to Lessee is a privilege, and is neither a right nor bargained for consideration. The lease renewal procedure and renewal preference shall be that provided by ordinance in effect on the date the application for renewal is received by the designated official.

(o) **Removal or Reversion of Improvement upon Termination of Lease.** Improvements owned by Lessee shall within sixty calendar days after the termination of the lease be removed by Lessee; provided, such removal will not cause injury or damage to the lands or improvements demised; and further provided, that CBJ may extend the time for removing such improvements in cases where hardship is proven. Improvements owned by Lessee may, with the consent of CBJ, be sold to the succeeding Lessee. All periods of time granted Lessee to remove improvements is subject to Lessee's paying the CBJ pro rata lease rentals for the period.

(i) If any improvements and/or chattels not owned by CBJ and having an appraised value in excess of five thousand dollars as determined by the assessor are not removed within the time allowed, such improvements and/or chattels on the lands, after deducting for CBJ rents due and owning and expenses incurred in making such sale. Such rights to proceeds of the sale shall expire one year from the date of such sale. If no bids acceptable to the Port Director are received, title to such improvements and/or chattels shall vest in CBJ.

(ii) If any improvements and/or chattels having an appraised value of five thousand dollars or less, as determined by the assessor, are not removed within the time allowed, such improvements and/or chattels shall revert to, and absolute title shall vest in, CBJ.

(p) **Rental for Improvements or Chattels not Removed.** Any improvements and/or chattels belonging to Lessee or placed on the lease during Lessee's tenure with or without his permission and remaining upon the premises after the termination date of the lease shall entitle CBJ to charge Lessee a reasonable rent therefor.

(q) **Compliance with Regulations Code.** Lessee shall comply with all regulations, rules, and the code of the City and Borough of Juneau, and with all state and federal regulations, rules and laws as the code or any such rules, regulations or laws may affect the activity upon or associated with the leased land.

(r) **Condition of Premises.** Lessee shall keep the premises of the lease in neat, clean, sanitary and safe condition and shall take all reasonable precautions to prevent, and take all necessary action to suppress destruction or uncontrolled grass, brush or other fire on the leased lands. Lessee shall not undertake any activity that causes or increases a sloughing off or loss of surface materials of the leased land.

(s) **Inspection.** Lessee shall allow an authorized representative of CBJ to enter the lease land for inspection at any reasonable time.

(t) **Use of Material.** Lessee of the surface rights shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoils, or any other materials valuable for building or commercial purposes; provided, however, that material required for the development of the leasehold may be used, if its use is first approved by the CBJ.

(u) **Rights-of-Way.** CBJ expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of the CBJ to do so. If CBJ grants an easement or right-of-way across the leased land, Lessee shall be entitled to damages for all Lessee-owned improvements destroyed or damaged. Damages shall be limited to improvements and crops only, and loss shall be determined by fair market value. Annual rentals may be adjusted to compensate Lessee for loss of use.

(v) **Warranty.** CBJ does not warrant by its classification or leasing of land that the land is ideally suited for the use authorized under the classification or lease and no guaranty is given or implied that it shall be profitable to employ land to said use.

(w) **Lease Rental Credit.** When authorized in writing by CBJ prior to the commencement of any work, Lessee may be granted credit against current or future rent; provided the work accomplished on or off the leased area results in increased valuation of the leased or other CBJ owned lands. The authorization may stipulate type of work, standards of construction and the maximum allowable credit for the specific project. Title to improvements or chattels credited against rent under this section shall vest immediately and be in CBJ and shall not be removed by Lessee upon termination of the lease.

(x) **Maintenance of Equipment.** Lessee shall maintain all CBJ provided equipment noted in Exhibit B in sound working order. Lessee shall maintain the Sea-Lift Model 45 in accordance with KMI Sea-Lift/ Krause Manufacturing recommended annual maintenance plan. Lessee shall annually on July 1st provide CBJ with maintenance records of services provided.

(y) **Training Records.** Lessee shall maintain training records for all employees who are qualified to operate the KMI Sea-Lift Model 45. Records shall include but not limited to formal training received by the manufacturer and relevant on the job experience in hauling vessels out using the apparatus. The training records shall be made available to CBJ upon request.

(y) **Stormwater Pollution Prevention Plan (SWPPP).** Lessee shall maintain the SWPPP on premise as required. Annually, on July 1st, lessee shall provide CBJ with a current SWPPP with modifications noted per Part 8.4 of the 2015 MSGP (Multi-Sector General Permit).

APPENDIX C: STANDARD PROVISIONS

(1) **Holding Over.** If Lessee holds over beyond the expiration of the term of this lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.

(2) **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this lease not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 12 percent per annum, if no rate has been set by ordinance.

(3) **Taxes, Assessments, and Liens.** During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Leased Premises or the improvements placed thereon.

(4) **Easements.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.

(5) **Encumbrance of Parcel.** Lessee shall not encumber or cloud CBJ's title to the Leased Premises or enter into any lease, easement, or other obligation of CBJ's title without the prior written consent of the CBJ; and any such act or omission, without the prior written consent of CBJ, shall be void against CBJ and may be considered a breach of this lease.

(6) **Valid Existing Rights.** This lease is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this lease.

(7) **Non-Discrimination Laws.** Consistent with CBJ 41.05 and Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited), Lessee agrees not to discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, familial status, gender expression, or national origin, in connection with or related to the performance of this Agreement. In the event of Lessee's failure to comply any of the above non-discrimination covenants, CBJ shall have the right to terminate the lease.

(8) **Unsafe Use.** Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which will unreasonably increase or tend to increase the risk of fire or cause a safety hazard to persons or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them or which violates or causes violation of any applicable health, fire, environmental or other regulation by any level of government.

(9) **Hold Harmless.** Lessee agrees to defend, indemnify, and save CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the use and occupancy of the Leased Premises by Lessee. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, costs, expense, or

damages resulting from settlement, judgment or verdict, and includes the award of any costs and attorney's fees even if in excess of Alaska Civil Rules 79 or 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this lease. The obligations of Lessee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Lessee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and may be waived where the Lessee has actual notice.

(10) **Successors.** This lease shall be binding on the successors, administrators, executors, heirs, and assigns of Lessee and CBJ.

(11) **Choice of Law; Venue.** This lease shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Juneau.

Exhibit A

Page 1 of 2

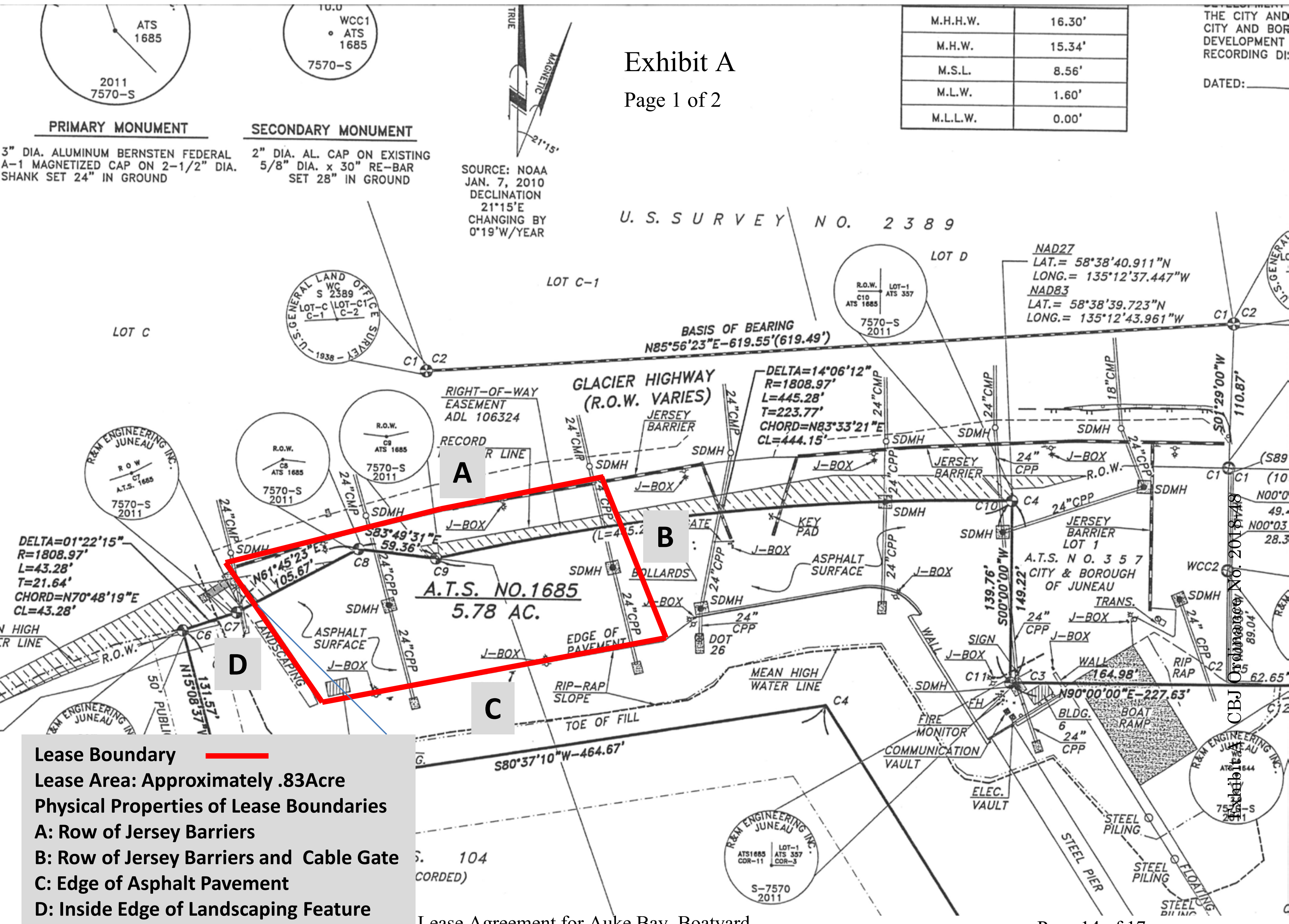
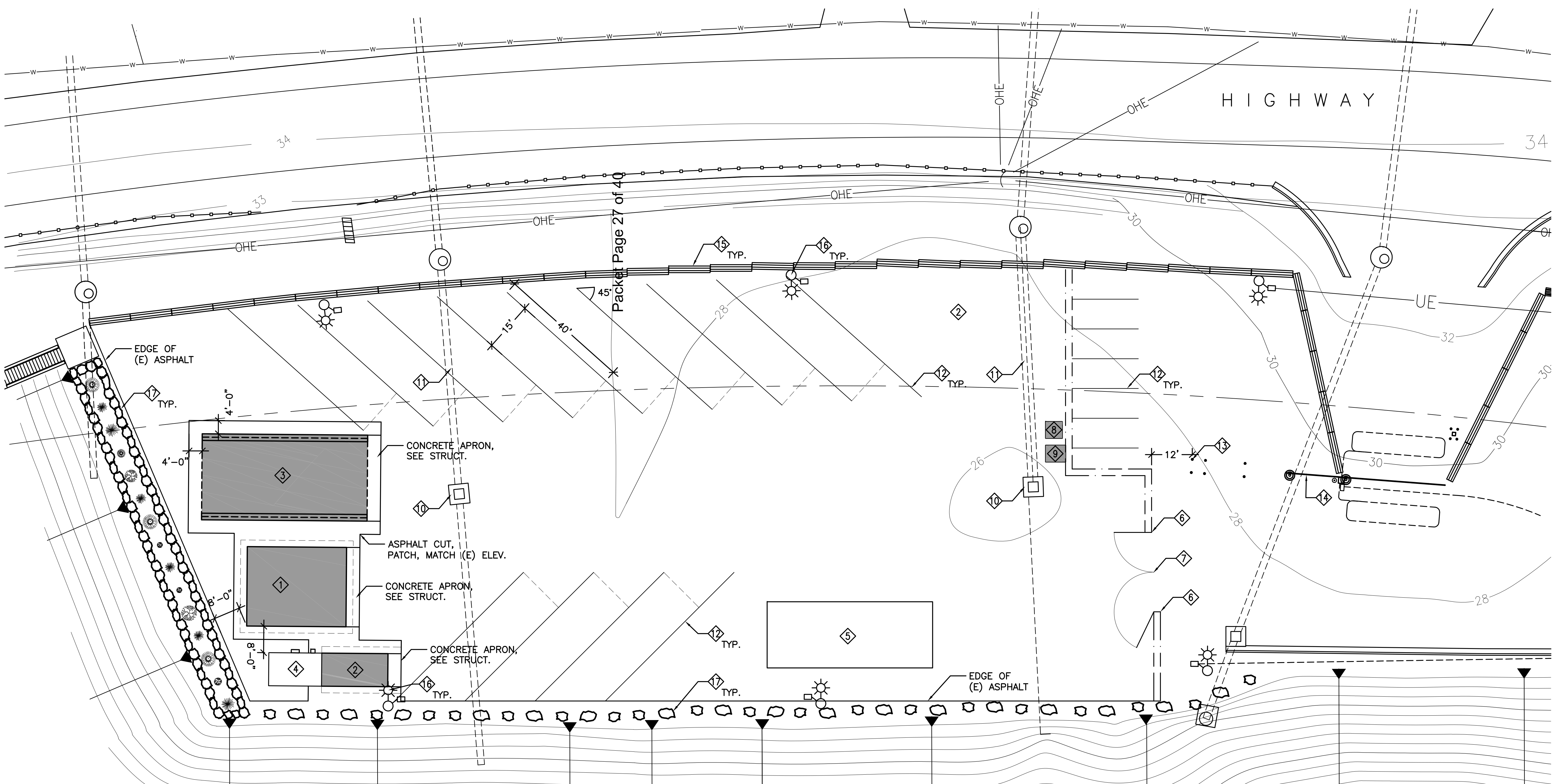


Exhibit A
Page 2 of 2

SHEET NOTES

1. SHOP, SEE A2.1
2. OFFICE, SEE A2.3
3. FABRIC-COVERED BUILDING, OFCI SEE STRUCT. FOR FOUNDATION
4. (E) UTILITY BUILDING
5. WASH-DOWN PAD, NIC
6. CONC BARRIER, NIC
7. GATE, NIC
8. DUMPSTER, NIC
9. PORTABLE TOILET, NIC
10. (E) CATCH BASIN
11. (E) STORM DRAIN LINE
12. STRIPING, NIC
13. (E) BOLLARD
14. (E) GATE
15. (E) CONC. BARRIER
16. (E) LIGHT POLE
17. (E) BOULDER



Packet Page 27 of 40

1 Overall Site Plan 1/32" = 1'-0"

Lease Agreement for Auke Bay Boatyard

MRV ARCHITECTS
ARCHITECTURE · PLANNING · INTERIORS
MRV ARCHITECTS
1420 GLACIER AVE. #101
JUNEAU, AK 99801
907-586-1371
FAX 907-463-5544
mrv@mrvarchitects.com

PAUL VOELCKERS No. 6536-A

CONSTRUCTION DRAWINGS

AUKE BAY LOADING FACILITY BOAT YARD STRUCTURES

for CBJ Docks and Harbors Dept.

Contract No. DH17-008

MRV 1519

No.	Description	Date

SHEET TITLE: Site Plan

DATE: 11/4/2016
SCALE:
DRAWN: CV
CHECKED: P

SHEET NO. A1.1

NOTE: 11"x 17" PRINT IS HALF SIZE

Exhibit A - CBJ Ordinance No. 2018-48

Exhibit B
Equipment & Building Inventory

1. Sealift Boat Lift Model 45
2. Wash-down containment Pad system with Filtration trailer
3. 125 Portable Boat Supports
4. Shop Building (675 sf)
5. Office/Utility Building (360 sf)
6. Fabric Covered Building (approx. 1225 sf)

Exhibit C
Operations Plan

We (Harri Commercial Marine) intend to operate this facility as a primary business rather than as a satellite of our downtown boatyard as we have done previously. While we conduct business as a single company and share operational resources between all of our operations, this boatyard will be run by a fulltime manager. We intend to operate the facility on a full time basis from March through October, and adjust the hours as required in response to the fluctuating demand for services in the winter. We will make every effort to remain open on a full time basis year round.

We intend to offer a full array of services at this location and will allow outside contractors to perform work on the premises provided they meet CBJ insurance coverage requirements and adhere to our boatyard best management practices. We plan to operate this facility year round with two full time positions and fill in as necessary from our downtown operation.

Services to be provided by Harri Commercial Marine:

- Hauling and pressure washing of boats
- Hull cleaning, prep and paint
- Zinc replacement
- Welding and fabrication
- Shafting and propeller repair and replacement
- Fiberglass hull repair
- Retail sales (ships store)

Services to be provided by qualified outside contractors

- Electrical systems installation and repair
- Hydraulic systems installation and repair
- Diesel and gasoline engine service and repair
- Outboard motors and out-drive service and repair
- Shipwright repair of wooden vessels

Presented by: The Manager
Introduced:
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-50

An Ordinance Approving a Land Trade between the City and Borough and Alan and Ellen Rogers for Properties Located on the Southern End of the Mendenhall Peninsula.

WHEREAS, CBJ 53.04.040 authorizes the City and Borough of Juneau ("CBJ") to acquire real property through a land exchange; and

WHEREAS, the CBJ owns a 90 acre parcel on the southern Mendenhall Peninsula known as Alaska State Land Survey 78-171, Fraction Lot 3A, USS 3816, that the CBJ is managing as a Natural Area Park; and

WHEREAS, Alan and Ellen Rogers ("Rogers") own a 1.67 acre parcel known as Alaska State Land Survey 70-3, USS 3816, located adjacent to the 90 acre parcel owned by the CBJ; and

WHEREAS, in 2005, the CBJ approved construction of a perpetual driveway and utility easement to the Rogers' property through the Smuggler's Cove Pioneers Association; and

WHEREAS, the Rogers and the CBJ Lands Division have discussed the concept of a land exchange such that the CBJ would exchange equal value parcels of land so that the Rogers could build an accessible home and the CBJ would receive beach front property of equal value; and

WHEREAS, the beach front property was determined by appraisal to be 2 ½ times more valuable than the upland property therefore, approximately 14,225 square feet of CBJ upland property would be traded for approximately 6,164 square feet of waterfront property owned by the Rogers; and

WHEREAS, the portions of real property being contemplated for exchange are of similar value as determined by appraisal; and

WHEREAS, the proposed land exchange would benefit the CBJ by increasing the most desirable part of the park for the public to enjoy; and

WHEREAS, the proposed land exchange would benefit the Rogers by providing a relatively level area to accommodate future development of an accessible home; and

WHEREAS, the Parks and Recreation Advisory Committee at its meeting on May 1, 2018, passed a motion of support for the land exchange; and

WHEREAS, the Lands Committee at its meeting on May 21, 2018, passed a motion of support for the land exchange; and

WHEREAS, the Planning Commission at its meeting on November 13, 2018, reviewed and recommended approval of the land exchange; and

WHEREAS, the Lands Committee at its meeting on November 19, 2018, passed a motion by unanimous consent in support of the land exchange, and included a condition that the land exchange be completed within two years from the date of adoption of this ordinance.

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

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

Section 2. Authorization. The Manager is authorized to:

(a) Convey approximately 14,225 square feet of Alaska State Land Survey 78-171, Fraction Lot 3A to the Rogers by quitclaim deed in exchange for the Rogers conveying approximately 6,164 square feet of Alaska State Land Survey 70-3, USS 3816 as generally shown on Exhibit A.

(b) Execute the land exchange without an exchange of money.

(c) At the Rogers sole expense, perform all necessary requirements—including subdividing and recording—to execute this land exchange.

(d) Impose such additional terms and conditions for the land exchange as the Manager determines are in the interest of the public.

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

Adopted this ________ day of ________________________, 2018.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

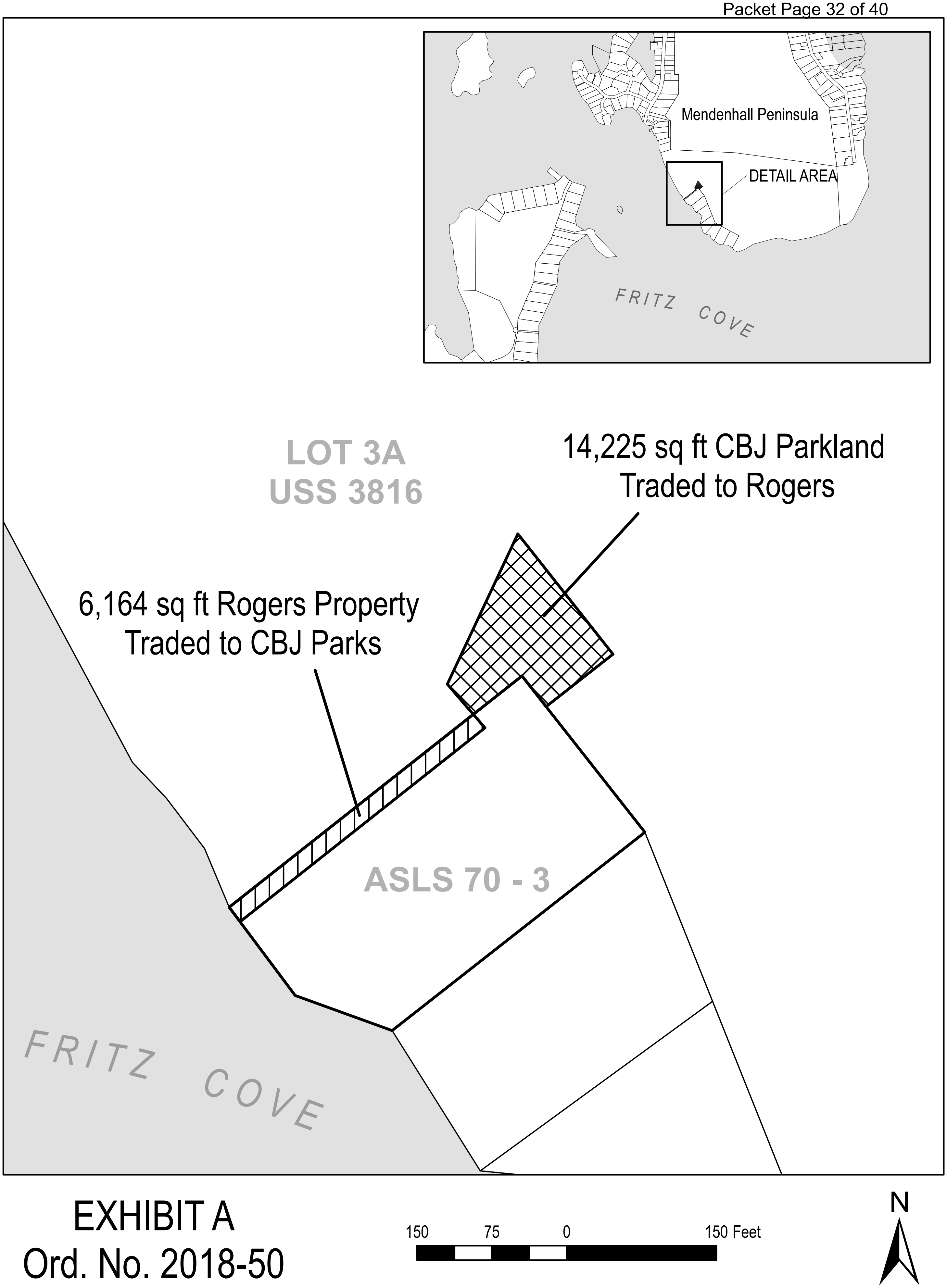


EXHIBIT A
Ord. No. 2018-50

Presented by:	The Manager
Introduced:	November 26, 2018
Drafted by:	Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-11(R)

An Ordinance Appropriating to the Manager the Sum of up to $205,000 as Funding for the Community Development Department; Grant Funding Provided by the United States Department of Homeland Security, Federal Emergency Management Agency, FY18 Cooperating Technical Partners Program.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of up to $205,000 as funding to update information on the landslide and avalanche risk in downtown Juneau.

Section 3. Source of Funds

U.S. Department of Homeland Security	$205,000

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

Adopted this ________ day of ____________, 2018.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: November. 26, 2018
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-11(S)

An Ordinance Appropriating to the Manager the Sum of $11,000,000 as Funding for the Downtown Waterfront Improvement Project; Funding Provided by Cruise Passenger Vessel Excise Tax, Port Development Fees, Marine Passenger Fees Fund's Fund Balance, and Dock Fund's Fund Balance.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of $11,000,000 as Funding for the Downtown Waterfront Improvement Project.

Section 3. Source of Funds.

Cruise Passenger Vessel Excise Tax Revenue	$5,000,000
Port Development Fund's Fund Balance	$2,800,000
FY19 Port Development Revenue	$ 900,000
Marine Passenger Fees Fund's Fund Balance	$ 300,000
Dock Fund's Fund Balance	$2,000,000
Grand Total	**$11,000,000**

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

Adopted this ________ day of ____________, 2018.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

THE STATE of ALASKA
GOVERNOR BILL WALKER

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

September 28, 2018

City & Borough of Juneau
Attn: Beth McEwen
Via Email: beth.mcewen@juneau.org
Cc: City.Clerk@juneau.org

License Type:	Restaurant/Eating Place	**License Number:**	851
Licensee:	Alaska Travel Adventures Inc.		
Doing Business As:	Gold Creek Salmon Bake		

☐ **New Application**
☒ **Transfer of Ownership Application**
☒ **Transfer of Location Application**
☐ **Transfer of Controlling Interest Application**

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Erika McConnell

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov

THE STATE of ALASKA
GOVERNOR BILL WALKER

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

October 22, 2018

City & Borough of Juneau
Attn: Beth McEwen
Via Email: beth.mcewen@juneau.org
Cc: City.Clerk@juneau.org

Re: Notice of 2019/2020 Liquor License Renewal Application

License Type:	Beverage Dispensary	**License Number:**	674
Licensee:	MSE, LLC		
Doing Business As:	Lucky Lady		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Erika McConnell

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov

THE STATE of ALASKA

GOVERNOR BILL WALKER

Department of Commerce, Community, and Economic Development

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

September 28, 2018

City & Borough of Juneau
Attn: City Clerk
Via Email: mcb_notice@juneau.org

License Number:	13279
License Type:	Retail Marijuana Store
Licensee:	The Mason Jar LLC
Doing Business As:	THE MASON JAR LLC
Physical Address:	2771 sherwood Lane Unit E Juneau, AK 99801
Designated Licensee:	Dennis Lavigne
Phone Number:	907-723-6508
Email Address:	denny@thundermountaindrywall.com

☒ **New Application** ☐ **Transfer of Ownership Application** ☐ **Onsite Consumption Endorsement**

AMCO has received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under 3 AAC 306.025(d)(2).

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

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

This application will be in front of the Marijuana Control Board at our October 16-17, 2018 meeting.

Sincerely,

Erika McConnell

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov

Alcohol & Marijuana Control Office

License Number: 13279

License Status: New

License Type: Retail Marijuana Store

Doing Business As: THE MASON JAR LLC

Business License Number: 1054744

Designated Licensee: Dennis Lavigne

Email Address: denny@thundermountaindrywall.com

Local Government: Juneau (City and Borough of)

Community Council:

Latitude, Longitude: 58.371184, -134.617297

Physical Address: 2771 sherwood Lane
Unit E
Juneau, AK 99801
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10059679

Alaska Entity Name: The Mason Jar LLC

Phone Number: 907-723-6508

Email Address: denny@thundermountaindrywall.com

Mailing Address: PO BOX 35264
Juneau, AK 99803-5264
UNITED STATES

Entity Official #1

Type: Individual

Name: Dennis Lavigne

SSN: [redacted]

Date of Birth: [redacted]

Phone Number: 907-723-6508

Email Address: denny@thundermountaindrywall.com

Mailing Address: PO BOX 35264
Juneau, AK 99803-5264
UNITED STATES

Entity Official #2

Type: Individual

Name: Kenneth Rivest

SSN: [redacted]

Date of Birth: [redacted]

Phone Number: 907-789-9473

Email Address: aukebayelectric@gmail.com

Mailing Address: PO BOX 35264
Juneau, AK 99803-5264
UNITED STATES

Note: *No affiliates entered for this license.*

Presented by:	The Manager
Introduced:	11/5/2018
Drafted by:	Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-11(P)

An Ordinance Appropriating to the Manager the Sum of $15,000 As Increased Funding for the Youth Scholarship Program; Funding Provided by the Juneau Community Foundation and the Friends of Zach Gordon Youth Center.

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

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

Section 2. Appropriation. There is appropriated to the manager the sum of $15,000 for the increased funding of the Youth Scholarship Program.

Section 3. Source of Funds.

Juneau Community Foundation	$10,000
Friends of Zach Gordon Youth Center	$5,000
Total	**$15,000**

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

Adopted this ________ day of ____________, 2018.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

City & Borough Attorney
City & Borough of Juneau, Alaska
155 South Seward Street, Juneau, Alaska 99801
ph: 907-586-5242 CBJLaw.Service@juneau.org

**BEFORE THE ALASKA OFFICE OF ADMINISTRATIVE HEARINGS
ON REFERRAL BY THE CITY AND BOROUGH OF JUNEAU**

In the Matter of JUNEAU SEVENTH-DAY ADVENTIST CHRISTIAN SCHOOL,	OAH No. 18-0758-MUN

KLL

~~[PROPOSED]~~ ORDER ON JOINT STIPULATION TO DISMISS

Upon considering the parties Joint Stipulation to Dismiss Appeal, which identified that the CBJ Assessor has granted the requested exemption for the property in dispute, this appeal is dismissed. Additionally, consistent with CBJ 69.10.090(c) and AS 29.45.500(a), the CBJ is ordered to pay Juneau Seventh-Day Adventist Christian School $2,370.22 for the costs, interest, and refund of taxes paid. Payment shall be made within thirty (30) days of this order being accepted by the City and Borough of Juneau Assembly.

By: Karen L. Loeffler 11/14/18
Karen L. Loeffler
Administrative Law Judge

The undersigned certifies that this is a true and correct copy of the original and that on this date an exact copy of the foregoing was provided to the following individuals:
Brown
Harrison
Moores
Clement

Signature
Kim Schroeder

Date
11/16/18