

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

April 23, 2018 7:00 PM

City Hall, Assembly Chambers
Regular Meeting 2018-11

Submitted By:

Duncan Rorie Watt
City and Borough Manager

I. FLAG SALUTE

II. ROLL CALL

III. SPECIAL ORDER OF BUSINESS

- A. **Special Recognition: Jane Lindsey**
- B. **Proclamation - Public Service Recognition Week May 6-12, 2018**

IV. APPROVAL OF MINUTES

- A. **April 4, 2018 Special Assembly Meeting 2018-09 Minutes**
- B. **April 11, 2018 Special Assembly Meeting 2018-10 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 2018-23 An Ordinance Authorizing the Manager to Execute a Lease of the Eagle Valley Center Ropes Challenge Course, Located near Amalga Harbor, to Southeast Alaska Independent Living, Inc.**

The CBJ has owned the Eagle Valley Center since 1997. Between 1997 and 2015, the facility was leased to SAGA. When the lease expired in 2015, it was not renewed. *Southeast Alaska Independent Living* (SAIL) contacted the CBJ to lease a portion of the facility: the ropes challenge course. SAIL's proposal is to improve and upgrade the course, facilitating its availability to SAIL's clients as well as the residents of Juneau.

At its January 8, 2018, meeting, the Assembly authorized the Manager to commence lease negotiations with SAIL under CBJ 53.09.260. The Planning Commission found the proposal consistent with the Comprehensive Plan and Title 49 at its February 27, 2018, meeting.

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

- b. **Ordinance 2018-26 An Ordinance Amending the Property Maintenance Code to Reference the International Property Maintenance Code 2012 Edition.**

This ordinance updates the International Property Maintenance Code reference from 2009 to 2012 in CBJ 19.11.010 - International Property Maintenance Code (IPMC) adopted. With Ordinance 2017-01, adopted June 5, 2017, Title 19 was amended to reference the 2012 international codes. This housekeeping ordinance makes the above-referenced update, which was inadvertently overlooked.

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

- c. **Ordinance 2018-27 An Ordinance Authorizing the Sale of Foreclosed Property Located at 333 W. Ninth Street by Sealed Competitive Bid.**

On January 11, 2018, the City obtained a Clerk's Deed for property located at 333 W. Ninth Street, for delinquent property taxes owed from tax year 2015. Delinquent property taxes are also owed for tax years 2016 and 2017.

AS 29.45.460 requires a municipality to determine by ordinance whether foreclosed property deeded to the municipality be retained for a public purpose or not. If not, the property can be sold.

This ordinance establishes that the property is not required by the CBJ for a public purpose, and authorizes the sale of the property by sealed competitive bid.

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

- d. **Ordinance 2017-06(AN) An Ordinance Appropriating to the Manager the Sum of \$50,000 as Funding for Juneau Community Foundation's Park Program; Funding Provided by the Sales Tax Fund's Fund Balance.**

This appropriation of \$50,000 to the Juneau Community Foundation completes the intent of the FY17 budget (seed funding for the Juneau Park Foundation).

The Assembly Finance Committee forwarded this recommendation to the full Assembly for approval at its meeting on April 11, 2018.

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

- e. **Ordinance 2017-06(AQ) An Ordinance Appropriating to the Manager the Sum of \$20,000 as Funding for Capital City Fire Rescue; Grant Funding Provided by the State of Alaska, Department of Environmental Conservation.**

This ordinance would provide funding from the Alaska Department of Environmental Conservation (ADEC) in the amount of \$20,000. The City and Borough of Juneau will receive up to \$20,000 from ADEC upon the completion of purchases, equipment, supplies, maintenance, and training agreed upon per the request made to ADEC from Capital City Fire Rescue. The City and Borough of Juneau will provide to ADEC a final invoice of all expenses, including supporting documentations of any invoices and purchase orders, connected with the purchase of agreed equipment, supplies, maintenance and training.

The City and Borough of Juneau will work with ADEC to develop and implement procedures to initiate responses to oil and hazardous substance incidents according to the ADEC Local Community Response Agreement. All expenditures for this MOU must be completed by June 30, 2018.

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

- f. **Ordinance 2017-06(AR) An Ordinance Appropriating to the Manager the Sum of \$100,000 as Funding for Juneau Community Foundation; Funding Provided by the Sales Tax Fund's Fund Balance.**

This appropriation of \$100,000 of sales tax funds to the Manager will provide funding to the Juneau Community Foundation (JCF) as an operating grant to work with Trail Mix to perform repair work on the Treadwell Ditch Trail.

This \$100,000 was allocated to the Montana Creek Loop Road to Community Gardens trail in the 2012 temporary sales tax. This proposed section of trail is unbuildable due to flooding. The Parks and Recreation Advisory Committee recommended this funding be granted to JCF at its July 11, 2017, meeting. The Public Works and Facilities Committee recommended this funding be granted to JCF at its February 26, 2018, meeting.

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

2. Bid Award

a. **BE18-174 Birch Lane Pavement and Drainage Improvements**

This project includes reconstruction of Birch Lane from the intersection of Julep Street to the intersection of Mendenhall Boulevard.

Bids were opened on this project on April 18, 2018. The bid protest period expired at 4:30 p.m. on April 19, 2018. Results of the bid opening were as follows:

Responsive Bidders	Total Bid
Admiralty Construction, Inc.	\$1,253,052.00
Arete Construction Corp.	\$1,274,653.00
K&E Alaska, Inc.	\$1,394,430.70
Glacier State Contractors	\$1,577,372.50
Architect's or Engineer's Estimate	\$1,443,992.00

The City Manager recommends award of the bid to Admiralty Construction, Inc. for the total amount bid of \$1,253,052.

b. **DH18-54 Taku Harbor Repairs**

The results of the bid opening were as follows. The protest period has ended. The Docks and Harbors Board reviewed this bid at a Special Board Meeting on April 18, 2018 and recommends a bid award to Trucano Construction.

Bidders	Base Bid	Alternate A	Total Bid
Trucano Construction	\$74,290.00	\$41,703.00	\$115,993.00
Tamico Inc.	\$79,100.00	\$59,540.00	\$138,640.00
Western Dock & Bridge, LLC	\$102,500.00	\$51,980.00	\$154,480.00
Northern Construction	\$187,000.00	\$43,800.00	\$230,800.00
<i>Engineer's Estimate</i>	\$111,625.00	\$40,100.00	\$151,725.00

The City Manager recommends award of the bid to Trucano Construction for the total amount bid of \$115,993.00.

3. Liquor License

a. **Liquor License Renewals 2018/2019**

The following liquor license renewal applications have been received from the Alcohol Beverage Control Board and are before the Assembly for one of the following actions: to protest or waive its right to protest.

Beverage Dispensary Tourism AMCO License #3824

Licensee: Hospitality Group, LLC d/b/a Frontier Suites Hotel,

Location: 9400 Glacier Hwy., Juneau

Restaurant Eating Place AMCO License #3049

Licensee: Valley Restaurant LLC d/b/a Valley Restaurant, Location: 9320 Glacier Hwy., Juneau

Staff from the Police, Finance, Fire, Community Development, and Engineering/Public Works departments have reviewed these licenses and are recommending the Assembly waive its right to protest these renewals.

The City Manager recommends the Assembly waive its right to protest the above-listed liquor license renewals for the 2018/2019 renewal period.

VIIIPUBLIC HEARING

A. **Ordinance 2017-06(AM) An Ordinance Appropriating to the Manager the Sum of \$112,500 as Funding for Conducting Deferred Maintenance and Repairs at the Taku Harbor Float Facility; Funding Provided by the State of Alaska Department of Fish & Game as a Federal Pass-Thru.**

CBJ Docks and Harbors requests approval of an appropriation ordinance that would accept grant funds from the Alaska Department of Fish and Game (ADF&G) for conducting deferred maintenance and repairs at the Taku Harbor float facility.

The request is to approve a matching grant from ADF&G for a \$150,000 project. ADF&G would provide 75% of the funds (\$112,500) and D&H would provide 25% of the funds (\$37,500) which is currently in an existing CIP for this work.

The funds would repair and re-drive pilings that have withdrawn from the sea floor; repair deteriorated steel hinges connecting the floating approach floats; and replace some decking and rub rails.

The Docks and Harbors Board reviewed this ordinance at its meeting on March 29, 2018.

The City Manager recommends this ordinance be adopted.

B. Ordinance 2017-06(AP) An Ordinance Appropriating to the Manager the Sum of \$75,000, as Funding for Leasing the Juneau Subport Parking Lot; Funding Provided by the Downtown Parking Fund's Fund Balance.

This ordinance is a companion to Ordinance 2018-25, which would authorize the City Manager to execute a use permit to the State for parking.

This ordinance would appropriate \$75,000 from the Parking Fund to lease additional parking spaces at the subport (near downtown). Between government employers (CBJ, State & Legislature) there is a shortage of parking spaces to meet demand. The State recently moved more employees into their downtown offices. Leasing additional spaces will allow CBJ to work with interested parties to determine how best to allocate and fund limited parking spaces to meet the expanded need.

The City Manager gave a verbal report on downtown parking issues at the Committee of the Whole meeting on March 19, 2018.

The City Manager recommends this ordinance be adopted.

C. Ordinance 2018-25 An Ordinance Authorizing the Manager to Execute a Use Permit for Approximately One Acre of Lot C2A, Juneau Subport Subdivision, Located at 300 Egan Drive, to the State of Alaska.

This ordinance is a companion to Ordinance 2017-06(AP), which would appropriate funds to the Manager to lease Lot C2A of the Juneau Subport from Develop Juneau Now, LLC.

This ordinance would authorize the Manager to grant a use permit to the State to use property leased by the CBJ from Develop Juneau Now, LLC, for parking. The State has an immediate need for parking in order to alleviate new demands caused by the State relocating a number of employees from the Mendenhall Valley to downtown Juneau. The initial permit term would be six months renewable thereafter on a month-to-month basis, consistent with the CBJ's lease of the property.

Under CBJ code, use permits normally require Planning Commission review. However, considering the State's immediate parking needs, the fact that Lot C2A is privately owned, and that CDD determined the parking lot use does not require a conditional use permit, Planning Commission review is not necessary.

The City Manager gave a verbal report on downtown parking issues at the

Committee of the Whole meeting on March 19, 2018.

The City Manager recommends this ordinance be adopted.

D. Ordinance 2018-01 An Ordinance Amending the Airport Operations Code Relating to Parking, Standing, and Stopping for the Active Loading and Unloading of Passengers and Providing for a Penalty.

The Airport Operations Committee determined that vehicles parking and waiting at the curb for passengers to load and unload presents both a public safety problem as well as a security compliance issue. The Committee directed staff to consider an amendment to the Airport code to address the issue.

At its meeting on October 10, 2017, the Airport Board considered staff's recommendation to amend the Airport parking code to prohibit the standing or parking of vehicles unless actively engaged in the loading and unloading of passengers and the proposed \$100 fine, and approved moving the issue forward to the Assembly. The relevant minutes from the October 10, 2017, meeting have been included in the agenda packet.

At the Assembly's request, the Airport Board has revisited this issue and from a parking management and enforcement perspective feels that \$100 is the appropriate level of fine. I have heard from the public the concern that a \$100 fine conveys an unwelcoming message at the primary gateway to Juneau. In balancing these needs, I recommend you reduce the proposed fee by motion to \$50 and request that the Airport report back in one year on the results.

The City Manager recommends you adopt this ordinance with an adjusted fine of \$50.

E. Ordinance 2018-13(b) An Ordinance Creating Local Improvement District No. 200 for a Riverbank Stabilization Project along the Mendenhall River between 9399 Rivercourt Way and 3463 Meander Way and Appropriating the Sum of \$5,095,000.

Twenty-six properties along the Mendenhall River between Rivercourt Way and the north end of Meander Way are threatened by severe riverbank erosion. Many of the property owners asked the CBJ to assist with securing funding for a riverbank stabilization project through the National Resources Conservation Service Emergency Watershed Protection program. NRCS would fund the design, inspection, and construction administration, plus 75% of the estimated construction costs. Total cost of the project, including the construction costs, is estimated to be \$11,425,000.

This ordinance would create a local improvement district (LID #200) to provide the local sponsorship as required by NRCS. The CBJ estimates its contribution to the project will be \$3,015,000, which includes the assessment to be paid by the CBJ as

a property owner within the LID, but does not include the costs associated with maintaining the riverbank protection structure for a period of 10 years, as would be required. The property owners' combined contribution, through the LID, would be fixed at \$2,080,000 or \$80,000 per property. The allocation of the property owners' assessment would be borne equally by all of the affected properties. Because the CBJ will be absorbing a large portion of the costs, and as the property owners' contribution is capped at a value that is lower than could properly be assessed against the properties otherwise, equal apportionment is warranted.

At its Committee of the Whole meeting on November 20, 2017, the Assembly directed staff to proceed with the proposed LID ordinance and recommended fixing the property owner assessments at \$80,000 per lot.

CBJ 15.10.040(b) requires that notice of the public hearing be mailed to the property owners at least 30 days prior to the hearing. The CBJ mailed notices to the property owners on March 1, 2018.

Version (b) of the ordinance corrects the overall project cost, and makes other changes required by that amendment, such as to the amount to be paid by the CBJ.

For the sake of the owners that need or desire bank protection, I would like to recommend favorably on this ordinance. However, I cannot make a positive recommendation for a variety of reasons which include the following:

1. There are a substantial number of owners that have indicated that they do not want or need the project;
2. A compulsory assessment of \$80,000 is more than ten times larger than our other CBJ LIDs that have been used for paving or wastewater system improvements; forcing an unwilling owner to pay this much money, however well financed, would be a life changing financial event;
3. The costs are high enough that approval of this ordinance makes litigation likely;
4. The CBJ almost certainly would be required to obtain project easements through condemnation. Property condemnation should be a tool of last resort; and
5. The Mendenhall River flow and erosion pattern is dynamic and constantly changing. Whether true or not, the project is likely to be viewed as causative of upstream and downstream flow alignment change and bank alteration.

The City Manager recommends that you reject this ordinance.

- F. **Ordinance 2018-14 An Ordinance Authorizing the Manager to Lease a .05 Acre Fraction of Parcel JPD II Tract J1, Located at 6235 and 6255 Alaway Avenue, to the Federal Aviation Administration.**

The following Manager's Report refers to the following three ordinances.

Ordinance 2018-14, 2018-15, and 2018-16 all concern the lease of property to the Federal Aviation Administration (FAA) for the Juneau Airport Wind Systems (JAWS). The FAA has utilized the lease property identified in the three ordinances since 1997. The proposed lease amount for all three leases is at less than fair market value pursuant to 53.09.270(a), allowing leases to government agencies for less than fair market value for public use. On March 20, 2017, the Lands Committee passed a motion of support for the leases to the FAA at no cost in order to ensure the continuation of the JAWS program. On June 16, 2017, the Planning Commission moved to forward the ordinances to the Assembly with a recommendation of approval.

The City Manager recommends these three ordinances be adopted.

- G. **Ordinance 2018-15 An Ordinance Authorizing the Manager to Lease a .4 Acre Fraction of Lot 1, USS 3559, Located Near Fish Creek Road on North Douglas, to the Federal Aviation Administration.**
- H. **Ordinance 2018-16 An Ordinance Authorizing the Manager to Lease a .032 Acre Fraction of ATS 14, Located at 115 Dock Street, Douglas, to the Federal Aviation Administration.**
- I. **Ordinance 2018-17 An Ordinance Authorizing the Manager to Execute a Special Use Permit for the Six Pre-Existing Roadside City Woodstove Burn Ban Signs on State Rights-of-Way with the Alaska Department of Transportation and Public Facilities.**

This ordinance would facilitate the continued use of six woodstove burn ban signs in state rights-of-way. The CBJ uses signs to notify people when an air emergency is in effect in the Mendenhall Valley, and the state controls the right-of-way at six crucial locations.

State law requires the CBJ to obtain a permit for the use of the right-of-way. State law authorizes the Department of Transportation and Public Facilities to require any permit conditions the agency deems necessary or in the best interest of the state. ADOT&PF's right-of-way permit includes an indemnification provision. CBJ Charter 9.13(a) generally prohibits the CBJ from indemnifying others. However, Charter 9.13(c) allows the CBJ to indemnify the State when the CBJ would not otherwise be able to participate. This ordinance would allow the Manager to execute the permit, including the indemnity provision.

The City Manager recommends this ordinance be adopted.

- J. **Ordinance 2018-18 An Ordinance Amending the City and Borough Code Relating to Criminal Offenses and Penalties for Criminal Mischief.**

AS 11.46.489 requires that upon conviction of certain offenses involving damage to public or private property, including criminal mischief, the defendant be sentenced

to at least 25 hours of community work service. This ordinance would amend the CBJ's criminal mischief ordinance (CBJ 42.15.110) to include this mandatory penalty.

This ordinance would also amend the ordinance to reduce the valuation cap between an A misdemeanor and a felony charge from \$1000 to \$750, also consistent with (and required by) state law.

The City Manager recommends this ordinance be adopted.

K. Ordinance 2018-19 An Ordinance Amending the City and Borough of Juneau Code Relating to Aquatics Facilities.

The Juneau voters approved the establishment of a new enterprise board to run the CBJ's aquatics facilities in October 2014. Subsequently, ordinance 2015-23(b) amended the CBJ code to add a new "Aquatics Facilities" chapter and created the seven-member Aquatics Board. The ordinance specified that the new chapter would sunset on May 28, 2018.

Over the past year, the Aquatics Board has been researching options for the future governance of the aquatics facilities. Public meetings were held on February 20, 2018, and February 28, 2018, to generate community feedback regarding four future governance options being considered by the Aquatics Board.

On March 14, 2018, the Aquatics Board presented these four governance options to the Assembly Finance Committee. The Assembly Finance Committee unanimously voted to extend the term of the Aquatics Board through June 30, 2019, to allow for further research and consideration.

The Assembly's intention was to leave the existing board members in place, which can be accomplished by a motion.

The City Manager recommends this ordinance be adopted.

IX. UNFINISHED BUSINESS

X. NEW BUSINESS

A. Granite Mountain Properties LLC Appeal Re: Always Redeye LLC

Granite Mountain appealed a Planning Commission decision granting a conditional use permit to Always Redeye LLC. The Assembly accepted the appeal and referred it to a hearing officer with the State Office of Administrative Hearings. Just prior to filing its opening brief, Granite Mountain sought to withdraw its appeal. The Planning Commission agreed, and the hearing officer signed the attached order.

Had the parties not resolved this case, the Assembly would be required to review the hearing officer's decision pursuant to CBJ 01.50.140(c). Although that code section does not clarify the process when the parties have resolved an appeal, out of

an abundance of caution, the hearing officer's order is being presented to inform the Assembly.

The Assembly needs to decide whether to accept or reject the hearing officer's order dismissing this appeal. No new testimony or evidence of any nature may be received. If the Assembly accepts the hearing officer's order, then the appeal is dismissed pursuant to the hearing officer's order. If the Assembly rejects the hearing officer's order, then the Assembly needs to decide what to do consistent with CBJ 01.50.140(c)(3).

B. Terraces at Lawson Creek vs. CBJ Assessor 2018 - Notice of Appeal

On March 7, 2018, the CBJ Assessor denied a request from the Terraces at Lawson Creek owned by Juneau I VOA LLC, Juneau II VOA LLC, and Intrepid VOA LLC for charitable use exemption status for parcels located at 2570-5278 Vista Drive, Juneau, AK 99801. On April 6, 2018, an appeal of the Assessor's decision was filed.

In accordance with the Appeals Code, the Assembly must decide whether to accept or reject the appeal. If you determine, after liberally construing the notice of appeal in order to preserve the rights of the appellant, that there has been a failure to comply with the appellate rules, or if the notice of appeal does not state grounds upon which any of the relief requested may be granted, you may reject the appeal.

If the appeal is accepted, you must decide whether the Assembly will hear the appeal itself or if it will assign the appeal to a hearing officer. If you decide to hear the appeal yourselves, a presiding officer should be appointed.

In hearing an appeal, the Assembly sits in its quasi-judicial capacity and must avoid discussing the case outside of the hearing process. (See CBJ 01.50.230, Impartiality.)

As this is a quasi-judicial matter, the City Manager makes no recommendation.

C. Liquor License Protest Recommendation - Tides Complex Inc. d/b/a Dragon Inn Chinese Cuisine Inc.

The following 2018-2019 liquor license renewal application is being recommended for protest by the Fire Department.

Restaurant Eating Place Liquor License #4405: Tides Complex Inc. d/b/a Dragon Inn Chinese Cuisine Inc. Location: 5000 Glacier Hwy., Juneau

The Fire Marshal's office stated that the kitchen fire suppression system does not meet the fire code and has not been inspected. They noted that the system covers the main kitchen hood system and is non-serviceable and obsolete. They are

recommending the Assembly protest the renewal of this license until such time that the fire suppression system meets the minimum fire code requirements.

CBJ Code 20.25.025 provides the licensee an opportunity for an informal hearing before the Assembly as follows:

“(b) If the assembly or committee or a subcommittee thereof recommends protest of the issuance, renewal, transfer, or continued operation of a license it shall state the basis of the protest and the applicant shall be afforded notice and an opportunity to be heard at an abbreviated informal hearing before the assembly to defend the application. For the purposes of this subsection, notice shall be sufficient if sent at least ten days prior to the hearing by certified first class mail to the applicant's address identified on the state license application. At the conclusion of the hearing, the assembly decision to protest the application shall stand unless the majority of the assembly votes to withdraw the protest.”

The Assembly Human Resources Committee also considered this matter at its meeting immediately preceding this Assembly meeting and will provide a recommendation to the Assembly for action. Packet items for this action are contained in the Assembly Human Resources Committee packet and include copies of the notice sent to the licensee as well as the CBJ Code sections and Alaska Statutes pertaining to this matter.

The City Manager recommends the Assembly act in accordance with the recommendation from the Human Resources Committee following action at its April 23, 2018, meeting.

XI. STAFF REPORTS

- A. Douglas Highway Water Main Project**
- B. 450 Whittier Street (Public Safety Building)**
- C. Parks and Recreation Department Update**

XII.ASSEMBLY REPORTS

- A. Mayor's Report**
- B. Committee Reports, Liaison Reports, Assembly Comments and Questions**
- C. Presiding Officer Reports**

XIIICONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

XIV.EXECUTIVE SESSION

A. Litigation Update

XV. ADJOURNMENT

XVISUPPLEMENTAL MATERIALS

**A. Mendenhall River LID200 - Additional Comments Received After Packet
Publication**

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 - April 4, 2018

MEETING NO. 2018-09: The Special Meeting of the City and Borough of Juneau Assembly, held in the Assembly Chambers of the Municipal Building, was called to order at 5:30 p.m. by Deputy Mayor Jerry Nankervis.

I. CALL TO ORDER / ROLL CALL

Assemblymembers Present: Jerry Nankervis, Jesse Kiehl, Norton Gregory, Maria Gladziszewski, Rob Edwardson, Mary Becker (telephonic), Beth Weldon (telephonic), and Loren Jones(telephonic).

Members Absent: Mayor Ken Koelsch.

Staff Present: Rorie Watt, City Manager; Mila Cosgrove, Deputy City Manager; Bob Bartholomew, Finance Director; Roger Healy, Director, Engineering & Public Works; John Bohan, Chief CIP Engineer; Rob Steedle, CDD Director; Dallas Hargrave, Human Resources Director; Robert Barr Library Director; Ed Mercer, Chief of Police; David Campbell, Deputy Chief of Police; Jessica Paskowski, Administrative Officer, Police; Rich Etheridge, Fire Chief; Greg Chaney, Lands & Resources Manager; Dave Scanlan, Eaglecrest Manager; Scott Ciambor, Chief Housing Officer; Sam Muse, Controller; and Elisabeth Jensen, Budget Analyst.

Others Present: Dr. Mark Miller, Superintendent, Juneau School District; David Means, Administrative Services Director, Juneau School District; Brian Holst, President, Juneau School Board; Josh Keaton, Vice President, Juneau School Board; Emil Mackey, Juneau School Board Member; and Andi Story, Juneau School Board Member.

II. CONSENT AGENDA

MOTION by Mr. Kiehl to adopt the consent agenda and asked for unanimous consent. *Hearing no objection, the consent agenda was adopted.*

- A. Ordinance 2018-10 An Ordinance Establishing the Rate of Levy for Property Taxes for Calendar Year 2018 Based Upon the Proposed Budget for Fiscal Year 2019.

This ordinance establishes the mill rates for property taxes for 2018, which funds a significant portion of the City and Borough of Juneau's FY19 operating budget. The Charter requires the assembly to adopt, by ordinance, the tax levies necessary to fund the budget before June 15.

The mill levies presented in this ordinance support the Manager's FY19 Proposed Budget that will be reviewed by the Assembly Finance Committee. As part of the budget review process, the Assembly Finance Committee will review and recommend, to the Assembly, the final mill levies. The final mill levies must be adopted on or before June 15.

For FY19 both the operating and debt service mill rates remain unchanged.. This ordinance proposes a total mill levy of 10.66; the components of which are:

<u>Operation Mill Rate by Service Area</u>	Millage
Roaded Service Area	2.30
Fire Service Area	0.36
Areawide	6.70
Operating Total	9.36
Debt Service	1.30
Total	10.66

The City Manager recommends this ordinance be introduced, referred to the Assembly Finance Committee for further review, and set for public hearing at the special Assembly meeting scheduled for April 25, 2018.

B. Ordinance 2018-11 An Ordinance Appropriating Funds from the Treasury for FY19 City and Borough Operations.

This ordinance appropriates \$340,694,400 for the City and Borough of Juneau's FY19 operating budget, excluding the School District. It is necessary to appropriate all transfers between funds that support operations, debt service and capital projects as well as the associated expenditures within the funds themselves. These transfers account for \$95,402,600 of the FY19 operating budget. During the weekly Finance Committee meetings in April and May we will walk through the components of the budget and the explain changes from the prior year.

The Charter requires that a public hearing be held on the FY19 operating budget by May 1, 2018, and adoption by June 15, 2018.

The City Manager recommends this ordinance be introduced, referred to the Assembly Finance Committee for further review, and set for public hearing at the special Assembly meeting scheduled for April 25, 2018.

C. Ordinance 2018-12 An Ordinance Appropriating Funds from the Treasury for FY19 School District Operations.

This ordinance will appropriate to the School District an FY19 operating budget of \$85,799,900. This is an overall decrease in the budget of \$1.50 million from the FY18 Adopted Budget. The School District's operating budget is.

· General Operations	\$70,161,000
· Special Revenue (pupil transportation, food service, etc)	7,194,500
· Student Activities/Other	<u>8,444,400</u>
Total Budget	\$85,799,900

The FY19 school budget is supported with a combination of funding sources that includes local funding of \$27,789,100. This consists of: \$26,412,600 for general operations, and \$1,376,500 for programs and activities outside of the CAP. These programs and activities includes: \$1,181,500 for student activities, \$50,000 for pupil transportation, \$50,000 for food service and \$95,000 for Community Schools. The \$26.4 million in general operations support is an increase of \$0.6 million over FY18 Amended. The other program and activities funding is an increase of \$0.5M over FY18.

State Statute requires the Assembly to determine the total amount of local educational funding support to be provided and provide notification of the support to the School Board within 30 days of the School District's budget submission. The district's budget was submitted March 30, 2018. To meet this timing provision, it is necessary for the Assembly to determine the amount of funding and provide notice in the month of April. This amount cannot subsequently be reduced, unless the amount exceeds the State funding CAP, but it can be increased. If the Assembly does not set the amount and furnish the School Board with notice within 30 days, the amount requested by the School District is automatically approved. By Charter, the Assembly is required to appropriate the School District's budget no later than May 31, 2018.

On April 25th, a meeting is scheduled for the Assembly to state, by motion, the amount of local funding to be provided to the School District.

The City Manager recommends this ordinance be introduced, referred to the Assembly Finance Committee for further review, and set for public hearing at the special Assembly meeting scheduled for April 25, 2018.

D. Resolution 2819 A Resolution Adopting the City and Borough Capital

Improvement Program for Fiscal Years 2019 Through 2024, and Establishing the Capital Improvement Project Priorities for Fiscal Year 2019.

This resolution would adopt the Capital Improvement Program (CIP) for Fiscal Years 2019 through 2024, as required by Charter Section 9.4, and lists the capital projects that will be initially appropriated by ordinance in FY 2019.

The Public Works and Facilities Committee (PWFC) reviewed the CIP at its meeting on February 26, 2018, and forwarded the plan to the Assembly.

The City Manager recommends this resolution be introduced, referred to the Assembly Finance Committee on April 4, 2018, for further review, and set for public hearing at the special Assembly meeting scheduled for April 25, 2018.

III. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None.

IV. ADJOURNMENT

There being no further business to come before the body, Deputy Mayor Nankervis adjourned the meeting at 5:33 p.m.

Signed: _____
Laurie Sica, Municipal Clerk

Signed: _____
Jerry Nankervis, Acting Mayor

**SPECIAL ASSEMBLY MEETING
THE CITY AND BOROUGH OF JUNEAU, ALASKA**

Meeting Minutes - April 11, 2018

MEETING NO. 2018-10: The Special Meeting of the City and Borough of Juneau Assembly, held in the Assembly Chambers of the Municipal Building, was called to order at 5:15 p.m. by Mayor Ken Koelsch.

I. CALL TO ORDER / ROLL CALL

Assemblymembers Present: Mayor Ken Koelsch, Norton Gregory, Rob Edwardson, Mary Becker, Beth Weldon, Loren Jones, and Jesse Kiehl (joined the meeting at 5:19).

Members Absent: Jerry Nankervis, Maria Gladziszewski

Staff Present: Rorie Watt, City Manager; Mila Cosgrove, Deputy City Manager; Bob Bartholomew, Finance Director; Elisabeth Jensen, Budget Analyst.

II. CONSENT AGENDA

MOTION by Ms. Becker to adopt the consent agenda and asked for unanimous consent. *Hearing no objection, the consent agenda was adopted.*

- A. Ordinance 2018-25 An Ordinance Authorizing the Manager to Execute a Use Permit for Approximately One Acre of Lot C2A, Juneau Subport Subdivision, Located at 300 Egan Drive, to the State of Alaska.

This ordinance is a companion to Ordinance 2017-06(AP), which would appropriate funds to the Manager to lease Lot C2A of the Juneau Subport from Develop Juneau Now, LLC.

This ordinance would authorize the Manager to grant a use permit to the State to use property leased by the CBJ from Develop Juneau Now, LLC, for parking. The State has an immediate need for parking in order to alleviate new demands caused by the State relocating a number of employees from the Valley to downtown Juneau. The initial permit term would be six months renewable thereafter on a month-to-month basis, consistent with the CBJ's lease of the property.

Under CBJ code, use permits normally require Planning Commission review. However, considering the State's immediate parking needs, the fact that Lot C2A is privately owned, and that CDD determined the parking lot use does not require a conditional use permit, Planning Commission review is not necessary.

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

- B. Ordinance 2017-06(AP) An Ordinance Appropriating to the Manager the Sum of \$75,000, as Funding for Leasing the Juneau Subport Parking Lot; Funding Provided by the Downtown Parking Fund's Fund Balance.

This ordinance would appropriate \$75,000 from the Parking Fund to lease additional parking spaces at the subport (near downtown). Between government employers (CBJ, State & Legislature) there is a shortage of parking spaces to meet demand. The State recently moved more employees into their downtown offices. Leasing additional spaces will allow CBJ to work with interested parties to determine how best to allocate and fund limited parking spaces to meet the expanded need.

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

III. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None.

IV. MANAGER'S REPORT

Mr. Watt reported that he had a timely issue of which he needed to advise the Assembly regarding the RCA and the stipulation resolving the disputed issues that had been filed by the City and Hydro One. He said that when they last discussed the RCA issue, the Assembly gave staff direction to approve a stipulation resolving the disputed issues. He said that was done and reported widely in the media. On April 10, 2018, the RCA issued a notice that they would partially accept the stipulation and they basically accepted everything except for the interconnection provisions. He said the reason the RCA didn't accept that is because it would run afoul of their public notice requirements. They also gave further notice that to accept this stipulation, the city has until April 16 to withdraw and if the city doesn't withdraw, the RCA's decision is final.

He said that Ms. Mead and Mr. Gibson have been in contact with legal counsel for the power companies and they have worked out an agreement whereby the applicants would jointly notice the RCA, that we acknowledge the ruling and won't protest. He said that after the RCA case is closed, the power company applicants will then refile that tariff piece as a stand-alone case and we would be required to submit a letter of support. In the end, there will be no changes to the stipulations but the timing is a little different. He was raising this issue at this time so the Assembly knows he will be proceeding with this

action and will be signing the joint notice and letter of agreement on that unless there is objection from the Assembly.

Mr. Edwardson asked what the RCA noticing requirement is and how did run afoul of it.

Mr. Watt said they have many noticing requirements but in this case, when the RCA issued their decision to partially accept this stipulation, they said they accept the stipulation except they reject the portion addressing the interconnection process. They don't reject the interconnection on a substantive basis, but on a public notice basis. Any party electing to withdraw from this stipulation, would have to notify the RCA that they withdraw from the negotiated settlement by April 16.

Additional discussion took place between Mr. Edwardson, Mr. Watt, and Mr. Jones clarifying the RCA notice and the interconnection process.

Mr. Kiehl apologized for arriving late and asked staff what Mr. Gibson's comfort level was with this ruling and with the proposed extra step in the process. Mr. Watt explained that Ms. Mead has been on the phone quite a bit on this and that Mr. Gibson and Hydro One counsel have also been in contact about this. Mr. Watt said he has not spoken directly with Mr. Gibson but in speaking with Ms. Mead, his understanding is that Mr. Gibson noted that process is in a somewhat different order, it achieves the same affect as the stipulation.

There being no further questions and hearing no objection, Mr. Watt will proceed as he outlined above.

V. ADJOURNMENT

There being no further business to come before the body, Mayor Koelsch adjourned the meeting at 5:24 p.m.

Signed: _____
Laurie Sica, Municipal Clerk

Signed: _____
Kendell D. Koelsch, Mayor

Presented by: The Manager
Introduced:
Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-23

An Ordinance Authorizing the Manager to Execute a Lease of the Eagle Valley Center Ropes Challenge Course, Located near Amalga Harbor, to Southeast Alaska Independent Living, Inc.

WHEREAS, the City and Borough of Juneau (CBJ) has owned and maintained the Eagle Valley Center, a 113-acre outdoor recreational facility, since 1997, leasing the property to Southeast Alaska Guidance Association (SAGA) between 1997 and 2015; and

WHEREAS, located at the facility is a ropes challenge course, which has remained closed since 2015, when the SAGA lease expired without renewal; and

WHEREAS, Southeast Alaska Independent Living, Inc., (SAIL), is a non-profit corporation serving seniors and people with physical and mental disabilities; and

WHEREAS, SAIL wishes to lease the ropes challenge course for the purpose of managing the course, improving and upgrading the course, and facilitating its availability to SAIL's clients as well as the residents of Juneau; and

WHEREAS, the Planning Commission heard the proposed lease at its regular public meeting held on February 15, 2018, and recommended its approval by the CBJ Assembly.

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 Manager is authorized to negotiate and execute a lease with SAIL for the approximately five-acre ropes challenge course at 24600 Amalga Harbor Road, located on a portion of U. S. Survey 1163 (H.E.S. No. 105) within the City and Borough of Juneau, First Judicial District, State of Alaska, more particularly described as:

Beginning at Corner No. 6 of said U.S. Survey No. 1163; thence, N 29° 50' W, along line 6-7 of said survey, 965 feet; thence, N 81° 39' E, 480 feet; thence, S 00° 17' E, 907 Feet to Corner No. 6 to the place of beginning.

A map depicting the lease area is attached as Exhibit A to this ordinance.

Section 3. Minimum Essential Terms and Conditions. In addition to the minimum terms and conditions required by CBJ 53.20.190, the lease authorized in Section 2 is subject to the following essential terms and conditions:

(A) SAIL shall use the leased premises solely for the operation of the ropes challenge course. SAIL shall be responsible for the operations, maintenance, and any necessary upgrades to the premises. SAIL may charge a reasonable fee for use of the course.

(B) The lease shall be for a term of five years, with the option to renew for two additional five-year terms.

(C) Per CBJ 53.09.270 and SAIL's commitment to upgrade and improve the course allowing for a lease rent credit under CBJ 53.20.190, the Manager is authorized to lease the premises for less than fair market value. The annual fee shall be equal to the then-standard commercial rate charged by the CBJ for use of the CBJ's parks and trails facilities.

(D) SAIL must agree to collaborate with the CBJ Parks and Recreation Department on future grants for trail upgrades related to the leased property.

(E) SAIL shall ensure that the ropes challenge course is open to the public during the summer, except during those times SAIL is hosting a special event for its clients.

(F) The lease agreement shall provide that SAIL indemnify, defend, and hold harmless the City and Borough of Juneau, its officers and employees for any claim related to or arising out of SAIL's use, operation, maintenance, or improvement of the leased premises.

(G) Other terms and conditions. The Manager may include other lease terms and conditions as the Manager determines to be in the public interest.

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

Adopted this _____ day of _____, 2018.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Exhibit A – CBJ Ordinance No. 2018-23



Presented by: The Manager
Introduced:
Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-26

An Ordinance Amending the Property Maintenance Code to Reference the International Property Maintenance Code 2012 Edition.

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

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

Section 2. Amendment of Section. CBJ 19.11.010 International Property Maintenance Code (IPMC) adopted, is amended to read:

19.11.010 International Property Maintenance Code (IPMC) adopted.

For the purpose of regulating all existing residential and nonresidential structures and all existing premises, and establishing the minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; and the occupancy of existing structures and premises in the City and Borough, there is adopted by reference, as the property maintenance code of the City and Borough, that certain compilation of rules and regulations prepared by the International Code Council, a nationally recognized technical trade organization, which compilation is entitled "International Property Maintenance Code, 2012

2009 Edition," (IPMC) and one copy which has been filed in the office of the municipal clerk of the City and Borough, or places designated by the municipal clerk for public use, inspection and examination, and which compilation is made a part of this chapter as if fully set forth in this section, subject only to the enumerated additions, deletions and changes in this chapter.

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

Adopted this _____ day of _____, 2018.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced:
Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-27

An Ordinance Authorizing the Sale of Foreclosed Property Located at 333 W. Ninth Street by Sealed Competitive Bid.

WHEREAS, in connection with the property tax foreclosure process for tax year 2015, the following property was conveyed to the City and Borough of Juneau by Clerk's Deed:

CASEY SHATTUCK BL 202 LT4, Juneau Recording District, First Judicial District, State of Alaska; and

WHEREAS, the current amount owed for tax years 2015, 2016, and 2017, including penalties and interest through April 30, 2018, is \$11,603.91; and

WHEREAS, AS 29.45.460 provides that tax-foreclosed property conveyed to a municipality and not required for a public purpose may be sold; and

WHEREAS, the property is not needed by the City and Borough for a public purpose; and

WHEREAS, according to the City and Borough's real property tax assessment rolls, Sylvia Johnson was the last record owner of the property.

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 of Sale. As it is has been determined that a public purpose does not exist for the property, the Manager is authorized to dispose of the property located at 333 W. Ninth Street, and legally described as CASEY SHATTUCK BL 202 LT4 (depicted on Exhibit A attached to this ordinance) by sealed competitive bid in accordance with CBJ 53.09.250, or in the event the sealed competitive bid does not successfully dispose of the property, by public outcry auction in accordance with CBJ 53.09.230, 59.09.200, and such other terms and conditions set by the Manager.

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

Adopted this _____ day of _____, 2018.

Attest: _____
Kendell D. Koelsch, Mayor

Laurie J. Sica, Municipal Clerk



Exhibit A - CBJ Ordinance No. 2018-27

Presented by: The Manager
Introduced: 4/23/2018
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-06(AN)

An Ordinance Appropriating to the Manager the Sum of \$50,000 as Funding for Juneau Community Foundation's Park Program; Funding Provided by the Sales Tax 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. Appropriate. There is appropriated to the Manager the sum of \$50,000 as grant funding for Juneau Community Foundation.

Section 3. Source of Funds.

Sales Tax Fund's Fund Balance	\$ 50,000
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this __ day of _____, 2018.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced: 4/23/2018
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-06(AQ)

An Ordinance Appropriating to the Manager the Sum of \$20,000 as Funding for Capital City Fire Rescue; Grant Funding Provided by the State of Alaska, Department of Environmental Conservation.

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 \$20,000 from ADEC upon the completion of purchases, equipment, supplies, maintenance, and training agreed upon per the request made to ADEC from Capital City Fire Rescue..

Section 3. Source of Funds

State of Alaska, Department of Environmental Conservation \$20,000

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

Adopted this _____ day of _____, 2018.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced: 4/23/2018
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-06(AR)

An Ordinance Appropriating to the Manager the Sum of \$100,000 as Funding for Juneau Community Foundation; Funding Provided by the Sales Tax 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. Appropriate. There is appropriated to the Manager the sum of \$100,000 as grant funding for Juneau Community Foundation.

Section 3. Source of Funds.

Sales Tax Fund's Fund Balance	\$ 100,000
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this __ day of _____, 2018.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

MEMORANDUM

CITY/BOROUGH OF JUNEAU

155 SOUTH SEWARD STREET, JUNEAU, ALASKA 99801

TO: Rorie Watt
City and Borough Manager

DATE: April 19, 2018

FROM: Greg Smith
Contract Administrator

FILE: 1978

SUBJ: BID RESULTS:
Birch Lane Pavement and Drainage Improvements
CBJ Contract No. BE18-174

Bids were opened on the subject project on April 18, 2018. The bid protest period will expire at 4:30 p.m. on April 19, 2018. Results of the bid opening are as follows:

RESPONSIVE BIDDERS	TOTAL BID
Admiralty Construction, Inc	\$1,253,052.00
Arete Construction Corp.	\$1,274,653.00
K&E Alaska, Inc	\$1,394,430.70
Glacier State Contractors	\$1,577,372.50
Architect's or Engineer's Estimate	\$1,443,992.00

Project Manager: Alan Steffert

Project Description: The WORK includes reconstruction of Birch Lane from the intersection of Julep Street to the intersection of Mendenhall Boulevard. Work generally includes clearing and grubbing, excavation, 2" minus shot rock with D-1 base course, storm drain improvements, partial replacement of existing water main with new 10" HDPE water pipe, new water services, curb box replacement, new sewer main line installation, new sewer services, new manholes, asphalt pavement, asphalt sidewalk, curb and gutter, valley gutter, mail boxes, traffic control signs and other miscellaneous work.

Funding Source: F519 Wastewater; F215 Sales Tax Areawide

Total Project Funds: \$1,562,998

CIP No. R72-131

Construction Encumbrance: \$1,253,052.00

Construction Contingency: \$125,305.00

Consultant Design: \$94,246.00

Contract Administration/Inspection: \$100,245.00

CBJ Administrative costs: \$37,590.00

Pending the outcome of the protest period, staff recommends award of this project to Admiralty Construction, Inc for the total amount bid of \$1,253,052.

Approved: _____
Duncan Rorie Watt
City & Borough Manager

Date of Assembly Approval: _____

c: CBJ Purchasing



MEMORANDUM

DOCKS AND HARBORS
CITY/BOROUGH OF JUNEAU
155 South Seward Street, Juneau, Alaska 99801

FAXED MEMORANDUM

TO: Bidders
FROM: 
Carl Uchytel
Port Director
SUBJ: POSTING NOTICE OF BIDS
Taku Harbor Repairs
Contract No. DH18-054

Date: April 5, 2018

This memo is to post a notice of the results of the bid opening on April 4, 2018, for the subject project. The bidders and their total bids are as follows:

Bidders	Base bid	Alternate No. A	Total Bid
Trucano Construction	\$74,290.00	\$41,703.00	\$115,993.00
Tamico Inc.	\$79,100.00	\$59,540.00	\$138,640.00
Western Dock & Bridge, LLC	\$102,500.00	\$51,980.00	\$154,480.00
Northern Construction	\$187,000.00	\$43,800.00	\$230,800.00
Engineer's Estimate	111,625.00	\$40,100.00	151,725.00

The apparent low bidder is Trucano Construction. The CBJ intends to award the Total Bid in the amount of \$115,993. Award will be forwarded to the April 26, 2018, Docks and Harbors Board meeting for approval. Recommendation to award the Total Bid in the amount of \$115,993 has been forwarded to the CBJ Assembly for approval at the Regular Assembly Meeting on April 23, 2018.

This notice begins the protest period per Purchasing Code 53.50.062. Protests will be executed in accordance with CBJ Ordinance 53.50.062 "Protests", and 53.50.080 "Administration of Protest." The CBJ Purchasing Code is available online at: <http://www.juneau.org/law> or from the CBJ Purchasing Division at (907) 586-5258.

The apparent low bidder has until **4:30 p.m. on April 12, 2018**, to submit Section 00360 - Subcontractor Report and Section 00370 - Contractor's Financial Responsibility to the Engineering Department Contracts Office. The Subcontractor Report must be submitted even if there are no subcontractors planned for the job.

c. Gary Gillette, Port Engineer





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

March 13, 2018

City & Borough of Juneau

Attn: Beth McEwen

Via Email: beth.mcewen@juneau.org

Cc: City.Clerk@juneau.org

Re: Notice of 2018/2019 Liquor License Renewal Application

License Type:	Beverage Dispensary – Tourism	License Number:	3824
Licensee:	Hospitality Group, LLC		
Doing Business As:	Frontier Suites Hotel		

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,

A handwritten signature in cursive script that reads "Erika McConnell".

Erika McConnell, Director

amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Master Checklist: Renewal Liquor License Application

License Type:	Beverage Dispensary Tourism	License Number:	3824
Doing Business As:	Frontier Suites Hotel		
Examiner:	Carrie	Transaction #:	41343-41354

Document	Received	Completed	Notes
AB-17: Renewal Application	2/21/2018	3/13	Application was emailed
App and License Fees	2/22/18	2/22/18	AB-31: Credit Card Payment Form Received 2/21/2018

Supplemental Document	Received	Completed	Notes
Tourism/Rec Site Statement	2/21/2018	3/13	
AB-25: Supplier Cert (WS)			
AB-29: Waiver of Operation			
AB-30: Minimum Operation			
Fingerprint Cards & Fees / AB-08a: Crim. History			
Late Fee	2/22/18	2/22/18	

Names on FP Cards:	
--------------------	--

	Yes	No
Selling alcohol in response to written order (package stores)?	☐	☒
Mailing address different than one in database?	☐	☒
In "Good Standing" with CBPL (skip this and next question for sole proprietor)?	☒	☐
Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)?	☒	☐



Alaska Alcoholic Beverage Control Board

Beverage Dispensary - Tourism License

Form AB-17d: 2018/2019 Renewal License Application

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing beverage dispensary - tourism liquor license that will expire on December 31, 2017. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete.

Section 1 - Establishment and Contact Information

Enter information for the business seeking to have its license renewed. If any populated information is incorrect, please contact AMCO.

Licensee:	Hospitality Group, LLC	License #:	3824
License Type:	Beverage Dispensary - Tourism	Statute:	AS 04.11.400(d)
Doing Business As:	Frontier Suites Hotel		
Premises Address:	9400 Glacier Highway		
Local Governing Body:	City & Borough of Juneau		
Community Council:	None		

Mailing Address:	PO Box 32399		
City:	Juneau	State:	AK
		ZIP:	99808

Enter information for the individual who will be designated as the primary point of contact regarding this application. This individual must be a licensee who is required to be listed in and authorized to sign this application.

Point of Contact:	Donald G. Madsen		
Contact Phone:	907-723-8200	Business Phone:	907-789-7206
Contact Email:	dmadsen@gci.net		

Seasonal License? ☐ Yes ☒ No
If "Yes", write your six-month operating period: _____





Alaska Alcoholic Beverage Control Board

**Beverage Dispensary – Tourism License
Form AB-17d: 2018/2019 Renewal License Application**

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Section 2 – Authorization

Communication with AMCO staff:

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

Yes No



If "Yes", disclose the name of the individual and the reason for this authorization:

--

Section 3 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietorship who is applying for license renewal. Entities should skip to Section 4. If more space is needed, please attach a separate sheet with the required information.

The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate

Name:					
Mailing Address:					
City:		State:		ZIP:	
Email:					
Contact Phone:					

This individual is an: ☐ applicant ☐ affiliate

Name:					
Mailing Address:					
City:		State:		ZIP:	
Email:					
Contact Phone:					



Feb 16 2018 10:05 HP FaxMadsen PS 7603202669
Feb/16/2018 7:53:03 AM

page 3

Madsen 907-789-2171

4/16



Alaska Alcoholic Beverage Control Board

Beverage Dispensary - Tourism License

Form AB-17d: 2018/2019 Renewal License Application

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Section 4 - Entity Ownership Information

This subsection must be completed by any licensee that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). You may view your entity's status or find your CBPL entity number by visiting the following site: <https://www.commerce.alaska.gov/cbp/main/search/entities>. Partnerships may skip to the second half of this page. Sole proprietorships should skip to Section 5.

Alaska CBPL Entity #: 62551D

You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL.

This subsection must be completed by any community or entity, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a corporation, the following information must be completed for each stockholder who owns 10% or more of the stock in the corporation, and for each president, vice-president, secretary, and managing officer.
- If the applicant is a limited liability organization, the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each partner with an interest of 10% or more, and for each general partner.

Entity Official Name:	Donald C. Madsen			
Title(s):	member	Phone:	907 733 2200	% Owned: 40
Mailing Address:	PO Box 33679			
City:	Juneau	State:	AK	ZIP: 99803

Entity Official Name:	Martin J. Madsen			
Title(s):	Member	Phone:	907 788 2206	% Owned: 40
Mailing Address:	PO Box 32399			
City:	Juneau	State:	AK	ZIP: 99803

Entity Official Name:				
Title(s):		Phone:		% Owned:
Mailing Address:				
City:		State:		ZIP:

[Form AB-17d] (rev 10/16/2017)
License #3824 DBA Frontier Suites Hotel

Page 3 of 5



Feb 16 2018 10:05 HP FaxMadsen PS 7603202669
Feb/16/2018 7:53:03 AM

page 4

Madsen 907-789-2171

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Alaska Alcohol Beverage Control Board

Beverage Dispensary - Tourism License

Form AB-17d: 2018/2019 Renewal License Application

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Section 5 - License Operation

Check a single box for each calendar year that best describes how this liquor license was operated:

2016 2017

The license was regularly operated continuously throughout each year, for 8 or more hours each day.

☒ ☒

The license was regularly operated during a specific season each year, for 8 or more hours each day.

☐ ☐

The license was only operated to meet the minimum requirement of 30 days each year, 8 hours each day.

☐ ☐

If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.

The license was not operated at all or was not operated for at least the minimum requirement of 30 days each year, 8 hours each day, during one or both of the calendar years.

☐ ☐

If this box is checked, a complete copy of Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated for at least the minimum requirement.

Section 6 - Violations and Convictions

Applicant violations and convictions in calendar years 2016 and 2017:

Yes No

Have any notices of violation (NOVs) been issued to this licensee in the calendar years 2016 or 2017?

☐ ☒

Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2016 or 2017?

☐ ☒

If "Yes" to either of the previous two questions, attach a separate page to this application listing all NOVs and/or convictions.

Section 7 - Alcohol Server Education

Read the line below, and then sign your initials in the box to the right of the statement:

Initials

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of a patron have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, as required under AS 04.21.025 and 3 AAC 304.465.

{Form AB-17d} (rev 10/16/2017)
License #3824 DBA Frontier Suites Hotel

Page 4 of 5



Feb/16/2018 7:53:03 AM

Madsen 907-789-2171

6/18



Alaska Alcoholic Beverage Control Board

Beverage Dispensary – Tourism License

Form AB-17d: 2018/2019 Renewal License Application

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Section 8 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

I certify that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers, managers, general partners, or stakeholders) from what is currently on file with the Alcoholic Beverage Control Board.

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

I am submitting as part of this application a written statement that meets the attached Tourism Statement Guidelines, for review by the Alcoholic Beverage Control Board.

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 9 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

Signature of licensee

Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of AlaskaMy commission expires: 12/11/19Subscribed and sworn to before me this 16th day of February, 2018.

License Fee:	\$ 2500.00	Application Fee:	\$ 200.00	TOTAL:	\$ 2700.00
Late Fee of \$500.00 – If received or postmarked after 01/02/2018:					
Miscellaneous Fees:					
GRAND TOTAL (If different than TOTAL):					

STATE OF ALASKA

OFFICIAL SEAL

Esther K. Epperly

NOTARY PUBLIC

My Commission Expires 12/11/19

Hospitality Group, LLC
D.b.a. Frontier Suites Airport Hotel

November 10, 2017

Tourism Statement, in response to the mandatory points to be included;

Hospitality Group LLC owns and operates the Frontier Suites Airport Hotel located at 9400 Glacier Highway, Juneau Alaska 99801. The Frontier Suites Airport Hotel is a 104 room full service hotel providing tourists with accommodations, a restaurant serving breakfast, lunch and dinner and a lounge where they can enjoy their favorite beverage.

The lounge is operated by Hospitality Group LLC and alcohol can only be purchased at the lounge, alcohol is not stocked in the rooms.

Each of our 104 rooms is equipped with a full kitchen, and many with separate bedrooms and complimentary WIFI throughout the property, providing our guests a home away from home where they have the option to eat or prepare their meals. We offer a large meeting room, a conference room and a workout center for our guest's enjoyment.

We also operate a shuttle van giving our guest's fast and convenient transportation to and from the airport, ferry terminal, etc. We are conveniently located within minutes of the Juneau International Airport, the Alaska Marine Highway, the Mendenhall Glacier as well as other tourist attractions such as River Rafting, Sports Fishing, Whale Watching, and Auke Bay to mention a few.

We offer online booking for our guests through our website www.frontiersuites.com and through many other websites such as Expedia, Trip advisor, booking.com to mention a few, we are also continually upgrading our hotel by remodeling 20% of our rooms each year and keeping the hotel clean and fresh for our guests enjoyment.



Hospitality Group, LLC
D.b.a. Frontier Suites Airport Hotel
Donald C. Madsen
Member



Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional
Licensing

State of Alaska > Commerce > Corporations, Business, & Professional Licensing > Search & Database Download > Corp. > Corporation Details

NAME(S)

Type	Name
Legal Name	HOSPITALITY GROUP LIMITED LIABILITY COMPANY

ENTITY DETAILS

Entity Type: Limited Liability Company
Entity #: 62551D
Status: Good Standing
AK Formed Date: 12/10/1997
Duration/Expiration: Perpetual
Home State: ALASKA
Next Biennial Report Due: 1/2/2019
Entity Mailing Address: PO BOX 33679, JUNEAU, AK 99803
Entity Physical Address: 9342 GLACIER HWY, JUNEAU, AK 99801

REGISTERED AGENT

Agent Name: FRED BAXTER
Registered Mailing Address: PO BOX 32819, JUNEAU, AK 99803
Registered Physical Address: 9309 GLACIER HWY STE A-201, JUNEAU, AK 99801

OFFICIALS

☐ Show Former

AK Entity #	Name	Titles	Owned
	DONALD C MADSEN	Member	42
	ESTHER K. EPPERL	Member	8
	JO ANN SIDNEY	Member	8
	MARTIN MADSEN	Member	42

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
1/09/1997	Biennial Report		
12/10/1997	Creation Filing		
12/28/1998	Biennial Report	Click to View	
12/15/2000	Biennial Report	Click to View	
1/14/2003	Biennial Report	Click to View	
7/13/2005	Biennial Report	Click to View	
12/18/2006	Biennial Report	Click to View	
12/29/2008	Biennial Report	Click to View	
1/04/2011	Biennial Report	Click to View	
12/10/2012	Biennial Report	Click to View	
2/02/2015	Biennial Report	Click to View	
11/30/2016	Biennial Report	Click to View	



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

March 2, 2018

City & Borough of Juneau

Attn: Beth McEwen

Via Email: beth.mcewen@juneau.org

Cc: City.Clerk@juneau.org

Re: Notice of 2018/2019 Liquor License Renewal Application

License Type:	Restaurant/Eating Place	License Number:	3049
Licensee:	Valley Restaurant LLC		
Doing Business As:	The Valley Restaurant		

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,

A handwritten signature in cursive script that reads "Erika McConnell".

Erika McConnell, Director

amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Master Checklist: Renewal Liquor License Application

License Type:	REP	License Number:	3049
Doing Business As:	The Valley Restaurant		
Examiner:	Carne	Transaction #:	1020883

Document	Received	Completed	Notes
AB-17: Renewal Application	1/4	3/2	Postmark before 1/3
App and License Fees	1/4	3/2	Postmark before 1/3

Supplemental Document	Received	Completed	Notes
Tourism/Rec Site Statement			
AB-25: Supplier Cert (WS)			
AB-29: Waiver of Operation			
AB-30: Minimum Operation			
Fingerprint Cards & Fees / AB-08a: Crim. History	3/2	3/2	56385
Late Fee	3/2	3/2	56385

Names on FP Cards:	Romy Yadao & Taurino Yadao
--------------------	----------------------------

	Yes	No
Selling alcohol in response to written order (package stores)?	☐	☒
Mailing address different than one in database?	☐	☒
In "Good Standing" with CBPL (skip this and next question for sole proprietor)?	☒	☐
Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)?	☐	☒



Alaska Alcoholic Beverage Control Board

Restaurant or Eating Place License

Form AB-17a: 2018/2019 Renewal License Application

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing restaurant or eating place liquor license that will expire on December 31, 2017. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed. If any populated information is incorrect, please contact AMCO.

Licensee:	Valley Restaurant LLC	License #:	3049
License Type:	Restaurant/Eating Place	Statute:	AS 04.11.100
Doing Business As:	The Valley Restaurant		
Premises Address:	9320 Glacier Hwy		
Local Governing Body:	City & Borough of Juneau		
Community Council:	None		

Mailing Address:	P.O. BOX 34115		
City:	JUNEAU	State:	AK
		ZIP:	99803

Enter information for the individual who will be designated as the primary point of contact regarding this application. This individual must be a licensee who is required to be listed in and authorized to sign this application.

Point of Contact:	REYNALDO L. JOSE		
Contact Phone:	907-209-8333	Business Phone:	907-789-1422
Contact Email:	manong47@gmail.com		

Seasonal License? ☐ Yes ☒ No

If "Yes", write your six-month operating period:





Alaska Alcoholic Beverage Control Board

Restaurant or Eating Place License

Form AB-17a: 2018/2019 Renewal License Application

Section 2 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

☐ ☒

If "Yes", disclose the name of the individual and the reason for this authorization:

Section 3 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietorship who is applying for license renewal. Entities should skip to Section 4.

If more space is needed, please attach a separate sheet with the required information.

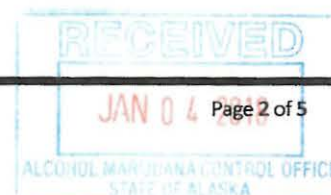
The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate

Name:					
Mailing Address:					
City:		State:		ZIP:	
Email:					
Contact Phone:					

This individual is an: ☐ applicant ☐ affiliate

Name:					
Mailing Address:					
City:		State:		ZIP:	
Email:					
Contact Phone:					





Alaska Alcoholic Beverage Control Board

Restaurant or Eating Place License

Form AB-17a: 2018/2019 Renewal License Application

Section 4 – Entity Ownership Information

This subsection must be completed by any licensee that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). You may view your entity's status or find your CBPL entity number by visiting the following site: <https://www.commerce.alaska.gov/cbp/main/search/entities>
Partnerships may skip to the second half of this page. Sole proprietorships should skip to Section 5.

Alaska CBPL Entity #:	601050
-----------------------	--------

You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL.

This subsection must be completed by any community or entity, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official Name:	REYNALDO L. JOSE				
Title(s):	member	Phone:	907-209-8333	% Owned:	33%
Mailing Address:	6310 #2 GLACIER HWY				
City:	JUNEAU	State:	AK	ZIP:	99801

Entity Official Name:	ALEX J. CARRILLO JR				
Title(s):	member	Phone:	907-321-4564	% Owned:	33%
Mailing Address:	3161 BREESE ST				
City:	JUNEAU	State:	AK	ZIP:	99801

Entity Official Name:	ROMY L. YADAO SR				
Title(s):	member	Phone:	907-500-9998	% Owned:	16.5%
Mailing Address:	6310 #7 GLACIER HWY				
City:	JUNEAU	State:	AK	ZIP:	99801





Alaska Alcoholic Beverage Control Board

Restaurant or Eating Place License

Form AB-17a: 2018/2019 Renewal License Application

Packet Page 48 of 235
Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Section 4 – Entity Ownership Information

This subsection must be completed by any licensee that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). You may view your entity's status or find your CBPL entity number by visiting the following site: <https://www.commerce.alaska.gov/cbp/main/search/entities>
Partnerships may skip to the second half of this page. Sole proprietorships should skip to Section 5.

Alaska CBPL Entity #:	601050
-----------------------	--------

You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL.

RSJ

This subsection must be completed by any community or entity, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official Name:	TAURINO L. YADAG				
Title(s):	member	Phone:	907-209-9639	% Owned:	16.5%
Mailing Address:	6000 GULLWAY				
City:	Juneau	State:	AK	ZIP:	99801

Entity Official Name:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

Entity Official Name:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	





Alaska Alcoholic Beverage Control Board

Restaurant or Eating Place License

Form AB-17a: 2018/2019 Renewal License Application

Packet Page 49 of 235
Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Section 5 – License Operation

Check a single box for each calendar year that best describes how this liquor license was operated:

2016 2017

The license was regularly operated continuously throughout each year, for 8 or more hours each day.

☒	☐
-------------------------------------	--------------------------

The license was regularly operated during a specific season each year, for 8 or more hours each day.

☐	☒
--------------------------	-------------------------------------

The license was only operated to meet the minimum requirement of 30 days each year, 8 hours each day.

☐	☐
--------------------------	--------------------------

If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.

The license was not operated at all or was not operated for at least the minimum requirement of 30 days each year, 8 hours each day, during one or both of the calendar years.

☐	☐
--------------------------	--------------------------

If this box is checked, a complete copy of Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated for at least the minimum requirement.

Section 6 – Violations and Convictions

Applicant violations and convictions in calendar years 2016 and 2017:

Yes No

Have any notices of violation (NOVs) been issued to this licensee in the calendar years 2016 or 2017?

☐	☒
--------------------------	-------------------------------------

Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2016 or 2017?

☐	☒
--------------------------	-------------------------------------

If "Yes" to either of the previous two questions, attach a separate page to this application listing all NOVs and/or convictions.

Section 7 – Alcohol Server Education

Read the line below, and then sign your initials in the box to the right of the statement:

Initials

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of a patron have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, as required under AS 04.21.025 and 3 AAC 304.465.





Alaska Alcoholic Beverage Control Board

Restaurant or Eating Place License

Form AB-17a: 2018/2019 Renewal License Application

Section 8 – Gross Receipts

Enter the dollar amounts of the food and gross (food + alcohol) receipts on the licensed premises, and calculate the percentage of gross receipts that are from food sales on the licensed premises for each calendar year. (Food Receipts ÷ Gross Receipts x 100 = %)

2016 Food Receipts:	\$ 465,873.96	2016 Gross Receipts:	\$ 469,957.96	% From Food:	99 %
2017 Food Receipts:	\$ 440,097.77	2017 Gross Receipts:	\$ 444,175.77	% From Food:	99 %

Section 9 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

REG

I certify that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

REG

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers, managers, general partners, or stakeholders) from what is currently on file with the Alcoholic Beverage Control Board.

REG

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

REG

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

Reynaldo L. Jose
Signature of licensee

REYNALDO L. JOSE
Printed name of licensee

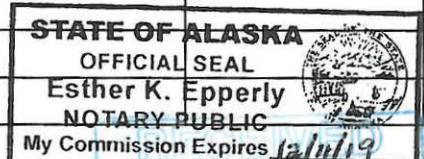
Esther K. Epperly
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 12/11/19

Subscribed and sworn to before me this 2nd day of January, 2018.

License Fee:	\$ 600.00	Application Fee:	\$ 200.00	TOTAL:	\$ 800.00
Late Fee of \$500.00 – if received or postmarked after 01/02/2018:					
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					



Department of Commerce, Community, and Economic Development
 Division of Corporations, Business and Professional
 Licensing

State of Alaska > Commerce > Corporations, Business, & Professional Licensing > Search & Database Download > Corp. > Corporation Details

NAME(S)

Type	Name
Legal Name	THE VALLEY RESTAURANT, LLC

ENTITY DETAILS

Entity Type: Limited Liability Company
Entity #: 60105D
Status: Good Standing
AK Formed Date: 1/29/1997
Duration/Expiration: Perpetual
Home State: ALASKA
Next Biennial Report Due: 1/2/2019
Entity Mailing Address: PO BOX 34115, JUNEAU, AK 99803
Entity Physical Address: 9320 GLACIER HWY, JUNEAU, AK 99801

REGISTERED AGENT

Agent Name: REYNALDO JOSE
Registered Mailing Address: 6310 GLACIER HWY #2, JUNEAU, AK 99801
Registered Physical Address: 6310 GLACIER HWY #2, JUNEAU, AK 99801

OFFICIALS

☐ Show Former

AK Entity #	Name	Titles	Owned
	Alex I Carrillo	Member	33
	Reynaldo L Jose	Member	33
	Romy Yadao	Member	16.50
	Taurino Yadao	Member	16.50

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
1/29/1997	Creation Filing		
4/07/1997	Biennial Report		
12/24/1998	Biennial Report	Click to View	
1/22/2001	Biennial Report	Click to View	
6/11/2003	Change of Officials	Click to View	
6/27/2003	Biennial Report	Click to View	
2/16/2005	Biennial Report	Click to View	
11/09/2006	Biennial Report	Click to View	
1/22/2010	Biennial Report	Click to View	
8/30/2012	Biennial Report	Click to View	
8/30/2012	Agent Change	Click to View	
2/22/2013	Biennial Report	Click to View	

Presented by: The Manager
Introduced: April 2, 2018
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-06(AM)

An Ordinance Appropriating to the Manager the Sum of \$112,500 as Funding for Conducting Deferred Maintenance and Repairs at the Taku Harbor Float Facility; Funding Provided by the State of Alaska Department of Fish & Game as a Federal Pass-Thru.

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 \$112,500 as partial funding for conducting deferred maintenance and repairs at the Taku Harbor Float Facility.

Section 3. Source of Funds

Alaska Department of Fish & Game as a Federal Pass-Thru	\$112,500
---	-----------

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

Adopted this _____ day of _____, 2018.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced: 4/11/2018
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-06(AP)

An Ordinance Appropriating to the Manager the Sum of \$75,000, as Funding for Leasing the Juneau Subport Parking Lot; Funding Provided by the Downtown Parking 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. Appropriate. There is appropriated to the Manager the sum of \$75,000, as funding for leasing the Juneau Subport Parking lot.

Section 3. Source of Funds.

Downtown Parking Fund's Fund	\$ 75,000
Balance	

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

Adopted this __ day of _____, 2018.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced:
Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-25

An Ordinance Authorizing the Manager to Execute a Use Permit for Approximately One Acre of Lot C2A, Juneau Subport Subdivision, Located at 300 Egan Drive, to the State of Alaska.

WHEREAS, the Manager has negotiated a parking lot lease with Develop Juneau Now, LLC, for the CBJ to lease approximately one acre of land known as Lot C2A, Juneau Subport Subdivision, according to Plat 2017-22, located at 300 Egan Drive; and

WHEREAS, the State is interested in using Lot 2CA for State employee parking; and

WHEREAS, the State's need for parking is immediate, given the relocation of a number of employees from areas in the Mendenhall Valley to downtown Juneau; and

WHEREAS, the State has agreed to a payment of \$5,500.00 per month to use the area, which would cover the CBJ's lease payment plus administrative costs in managing the agreements; and

WHEREAS, the Assembly Committee of the Whole discussed this topic at its meeting on April 19, 2018; and

WHEREAS, the Community Development Director determined that a parking lot of approximately one acre on Lot C2A is an allowed use and is not subject to a conditional use permit; and

WHEREAS, CBJ 53.09.310(a) generally requires Planning Commission review before the Manager issues a use permit; and

WHEREAS, Planning Commission review is not necessary because Lot C2A is privately owned, the State has an immediate need to lease additional parking, and this parking lot would be leased to another governmental entity.

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 Execute Use Permit. The Manager is authorized to execute a use permit under CBJ 53.09.310 without Planning Commission review to the State of Alaska for the property described as:

Lot C2A, Juneau Subport Subdivision, according to Plat 2017-22 in the First Judicial District, Juneau, Alaska

generally depicted on the map attached as Exhibit A, and containing approximately 42,550 square feet (0.98 acres).

Section 3. Minimum Essential Terms and Conditions. The use permit shall be in a form substantially similar to the use permit attached as Exhibit B, and shall contain the following minimum terms and conditions:

- (A) The premises shall be used by the State as a parking lot. Should the State wish to further development the premises, the State shall be required to obtain approval of its development plans from the Manager prior to any further development of the premises or improvements.
- (B) The term of the use permit shall be six months, renewable thereafter on a month-by-month basis, conditioned upon the CBJ's lease with Develop Juneau Now, LLC, remaining in effect and good standing.
- (C) The monthly use permit fee shall be \$5,500.00, payable in advance.

Section 4. Other Terms and Conditions. The Manager may include such other terms and conditions as may be in the public interest and in accordance with CBJ Title 53.

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

Adopted this _____ day of _____, 2018.

Kendell D. Koelsch, Mayor

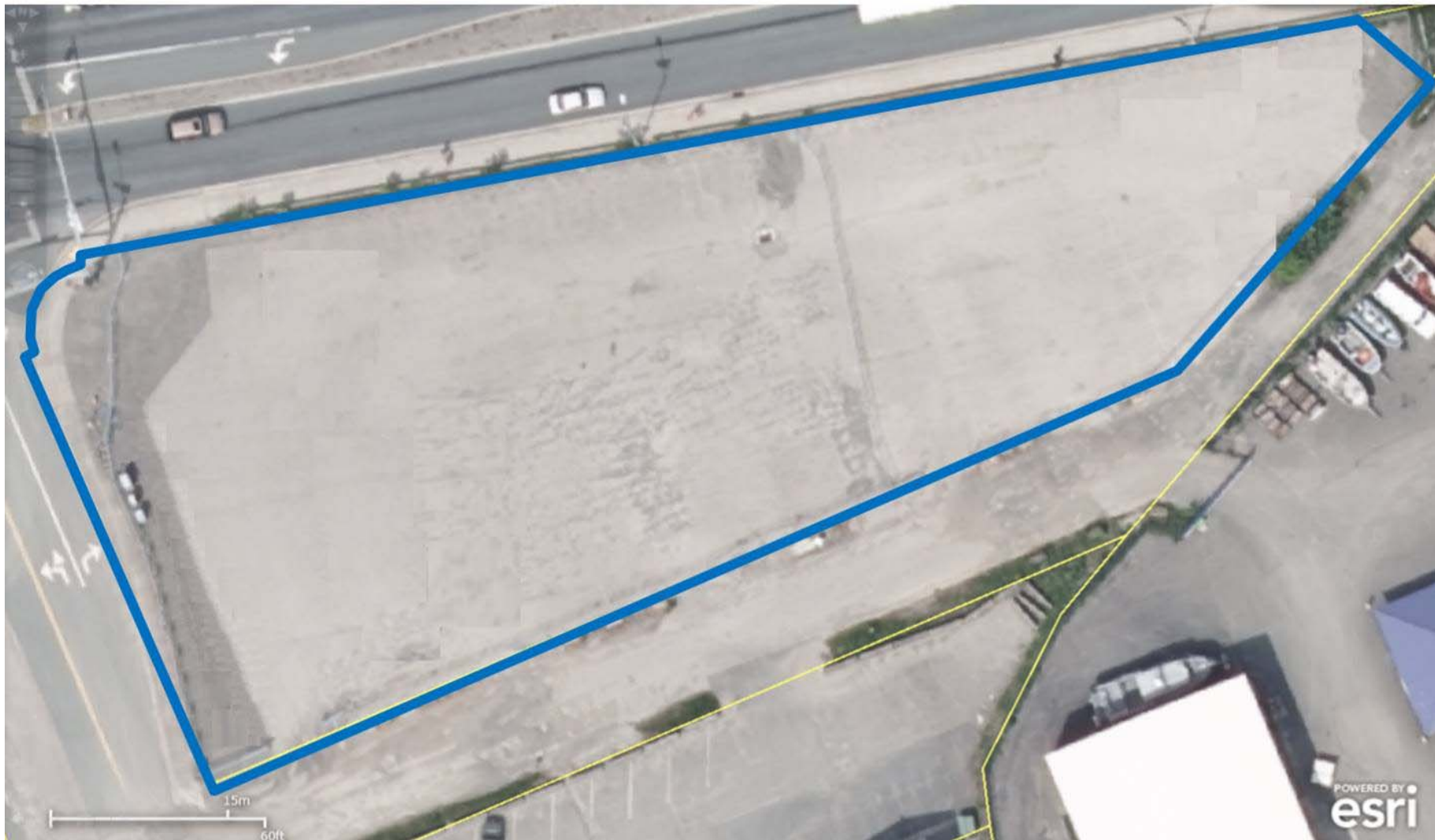
Attest:

Laurie J. Sica, Municipal Clerk

EXHIBIT A

LOT C2A, JUNEAU SUBPORT, Ord 2018-25

LEASE AREA 0.98 ACRES



SUBPORT STATE OF ALASKA EMPLOYEE PARKING USE PERMIT

State Number 2693

PART I. PARTIES. This Use Permit is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter “CBJ,” and the State of Alaska, Department of Administration (DOA), hereafter “Permittee.”

PART II. USE PERMIT ADMINISTRATION. All communications about this Use Permit 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:

City and Borough of Juneau
Attn: Greg Chaney
Land and Resources Manager
155 S. Seward Street
Juneau, AK 99801
Phone: (907) 586-0205
Fax: (907) 586-0295

Permittee:

State of Alaska, DOA
Attn: Ken Stewart
Leasing Contracting Officer IV
550 West 7th Avenue, Suite 1970
Anchorage, AK 99501
Phone: (907) 269-0301
Fax: (907) 269-0308

PART III. USE PERMIT DESCRIPTION. The following appendices are attached hereto and are considered a part of this Use Permit as well as anything incorporated by reference or attached to those appendices.

Appendix A: Property Description & Additional Provisions

Appendix B: Provisions of 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. USE PERMIT EXECUTION. CBJ and Permittee agree and sign below. This permit is not effective until signed by the CBJ. Permittee represents that the person signing below has the authority to do so and that it is a valid and binding permit enforceable in accordance with its terms.

CBJ:

Date: _____

By: _____

Duncan Rorie Watt
CBJ Manager

Permittee:

Date: _____

By: _____

State Leasing & Facilities Manager

Risk Management Review: _____, Risk Manager

Approved as to Content: _____, Lands & Resource Manager

Approved as to Form: _____, Law Department

APPENDIX A: PROPERTY DESCRIPTION & ADDITIONAL PROVISIONS

A.1. PURPOSE

The Premises may be used only for employee vehicle parking. Four parking spaces are reserved exclusively to the property owner.

The Permittee, as sublessee, agrees to and shall comply with all requirements of the Develop Juneau Now LLC Subport Parking Lease. Exhibit B.

A.2. DESCRIPTION OF PROPERTY

The property subject to this permit shall be referred to generally as “the Premises” and shall consist of approximately one acre of land (~117 parking spots), as is (without structures or buildings), located at 300 Egan Drive, with a legal description of Lot C2A, Juneau Subport, according to Plat 2017-22 in the First Judicial District, Juneau, Alaska, and more particularly described in Exhibit A. The parties acknowledge that the Premises may be modified by an anticipated State right-of-way project.

A.3. AUTHORITY

The use permit is authorized pursuant to CBJ 53.09.310, the Assembly direction provided at the Committee of the Whole meeting on March 19, 2018, and Ordinance 2018-25.

This permit is conditioned on the CBJ and Develop Juneau Now, LLC, executing the Develop Juneau Now LLC Subport Parking Lease. Exhibit B.

A.4. TERM AND RENEWAL OPTION

The Permit term shall commence on the effective date of this permit and be valid for a total term of no more than twelve months. The term of the permit is for six months, unless terminated earlier as provided herein. Upon completion of the initial six-month term, this permit shall continue on a month to month basis unless terminated as provided herein.

As required by CBJ 53.09.310(g), this use permit is revocable at the sole discretion of the CBJ Manager. Upon issuing a notice of revocation to the Permittee, the CBJ Manager may also require the Permittee to remove any improvements placed within the permit area and to restore the permit area to its original condition or such lesser condition as the manager may authorize. The City and Borough shall not be liable to the Permittee or any other person for any costs, losses or damage arising out of the revocation or order to remove improvements and restore the permit area.

A.5. PAYMENTS

Monthly rent for this agreement shall be \$5,500.00 and paid in advance of the first day of the calendar month.

All payments due hereunder (i) shall be made payable to the City and Borough of Juneau, or as otherwise directed by the CBJ; (ii) shall reference this Permit; and (iii) unless otherwise specified, shall be tendered to the CBJ at:

City and Borough of Juneau
Attention: Division of Lands and Resources
155 South Seward Street
Juneau, Alaska 99801

Payments received more than five (5) days after the due date will be subject to a penalty fee of \$100.00. A late fee in the amount of 10% of the amount due shall be charged for all payments not made within ten (10) days of the due date.

A.6. Maintenance

The Permittee shall, at its sole expense, maintain the Premises as a parking lot, in good condition and promptly make all repairs and replacements necessary to keep the Premises in good condition, which is defined as the condition upon the effective date of this permit. Notwithstanding anything in this Section to the contrary, the Permittee shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of the CBJ, its agents, employees, contractors, or invitees. Parking lot maintenance, striping, wheel stops, lighting and any other expenses related to maintaining this as a parking lot are the responsibility of the Permittee. Winter maintenance, including snow removal, salting and sanding shall be the responsibility of the Permittee.

APPENDIX B: PROVISIONS OF CBJ CHAPTER 53.20

B.1. RESPONSIBILITY TO PROPERLY LOCATE ON PERMITTED PREMISES.

Consistent with CBJ 53.20.160, it shall be the responsibility of Permittee to properly locate Permittee's improvements on the Premises and failure to so locate shall render Permittee's liable as provided by law.

B.2. APPROVAL OF OTHER AUTHORITIES.

Consistent with CBJ 53.20.180, the issuance by CBJ of this permit under the provisions of CBJ Title 53 does not relieve Permittee of responsibility for obtaining licenses, permits, or approvals as may be required by CBJ or by duly authorized state or federal agencies.

B.3. TERMS AND CONDITIONS OF CBJ 53.20.190.

Consistent with CBJ 53.20.190, the following terms and conditions govern all permits and are incorporated into this permit.

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

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

(c) **Cancellation and Forfeiture.**

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

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

(iii) If Permittee shall default in the performance or observance of any of the permit terms, covenants or stipulations thereto, or of the regulations now or hereafter in force, or any of the provisions of this code, and should the default continue for thirty calendar days after service of written notice by CBJ without remedy by Permittee of the conditions warranting default, CBJ may subject Permittee to appropriate legal action including, but not limited to, forfeiture of the permit. No improvements may be removed by Permittee or other person during any time Permittee is in default.

(f) **Notice or Demand.** Any notice or demand, which under the terms of the permit 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 or emailed, 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 envelope addressed as hereinbefore provided.

(h) **Entry and Reentry.** In the event that the permit should be terminated as hereinbefore provided, or by summary proceedings or otherwise, or in the event that the Premises, or any part thereof, should be abandoned by Permittee during the term, CBJ or its agents, servants, or representative, may, immediately or any time thereafter, reenter and resume possession of the Premises or such thereof, and remove all persons 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 permit.

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

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

(k) **Written Waiver.** The receipt of rent by CBJ with knowledge of any breach of the permit by Permittee or of any default on the part of Permittee in observance or performance of any of the conditions or covenants of the permit shall not be deemed a waiver of any provision of the permit. No failure on the part of 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 Permittee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by CBJ.

(l) **Expiration of Permit.** Unless the permit is renewed or sooner terminated as provided herein, Permittee shall peaceably and quietly leave, surrender and yield up unto CBJ all of the Premises on the last day of the term of the permit.

(m) **Reserved.**

(n) **Removal or Reversion of Improvements upon Termination of Permit.** Improvements owned by Permittee shall within sixty calendar days after the termination of the permit be removed by Permittee; provided, such removal will not cause injury or damage to the lands or improvements demised; and further provided, that manager may extend the time for removing such improvements in cases where hardship is proven. Improvements owned by Permittee may, with the consent of the manager, be sold to the succeeding Permittee. All periods of time granted Permittee to remove improvements are subject to Permittee's paying to CBJ pro rata 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 shall upon due notice to Permittee, be sold at public sale under the direction of the manager. The proceeds of the sale shall inure to Permittee preceding if Permittee placed such improvements and/or chattels on the lands, after deducting for CBJ rents due and owing and expenses incurred in making such sale. Such rights to the proceeds of the sale shall expire one year from the date of such sale. If no bids acceptable to the manager 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.

(o) **Rental for Improvements or Chattels Not Removed.** Any improvements and/or chattels belonging to Permittee or placed on the Premises during Permittee's tenure with

or without Permittee's permission and remaining upon the Premises after the termination date of the permit shall entitle CBJ to charge Permittee a reasonable rent therefor.

(p) **Compliance with Regulations and Code.** Permittee shall comply with all regulations, rules, and the code of the CBJ, 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 Premises.

(q) **Condition of Premises.** Permittee shall keep the Premises 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 Premises. Permittee shall not undertake any activity that causes or increases a sloughing off or loss of surface materials of the Premises.

(r) **Inspection.** Permittee shall allow an authorized representative of CBJ to enter the Premises for inspection at any reasonable time.

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

(t) **Rights-of-Way.** CBJ expressly reserves the right to grant easements or rights-of-way across the Premises if it is determined in the best interest of CBJ to do so. If CBJ grants an easement or right-of-way across any of the Premises, Permittee shall be entitled to damages for all Permittee-owned improvements or crops 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 Permittee for loss of use.

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

(v) **Rental Credit.** When authorized in writing by CBJ prior to the commencement of any work, Permittee may be granted credit against current or future rent; provided the work accomplished on or off the Premises results in increased valuation of the Premises 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 Permittee upon termination of the permit.

APPENDIX C: STANDARD PROVISIONS

C.1. **Holding Over.** Holdovers are prohibited.

C.2. **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this permit 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.

C.3. **Taxes, Assessments, and Liens.** During the term of this permit, Permittee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Premises unless exempt under state law, and Permittee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Premises or the improvements placed thereon.

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

C.5. **Encumbrance of Parcel.** Permittee shall not encumber or cloud CBJ's title to the Premises or enter into any permit, easement, or other obligation of CBJ's title without the prior written consent of 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 permit.

C.6. **Valid Existing Rights.** This permit 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 permit.

C.7. **Non-Discrimination Laws.** Consistent with CBJ 41.05 and Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited), Permittee 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 permit. In the event of Permittee's failure to comply any of the above non-discrimination covenants, CBJ shall have the right to terminate the permit.

C.8. **Unsafe Use.** Permittee shall not do anything in or upon the Premises, nor bring or keep anything therein that 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.

C.9. **Reserved.**

C.10. **Successors.** This permit shall be binding on the successors, administrators, executors, heirs, and assigns of Permittee and CBJ.

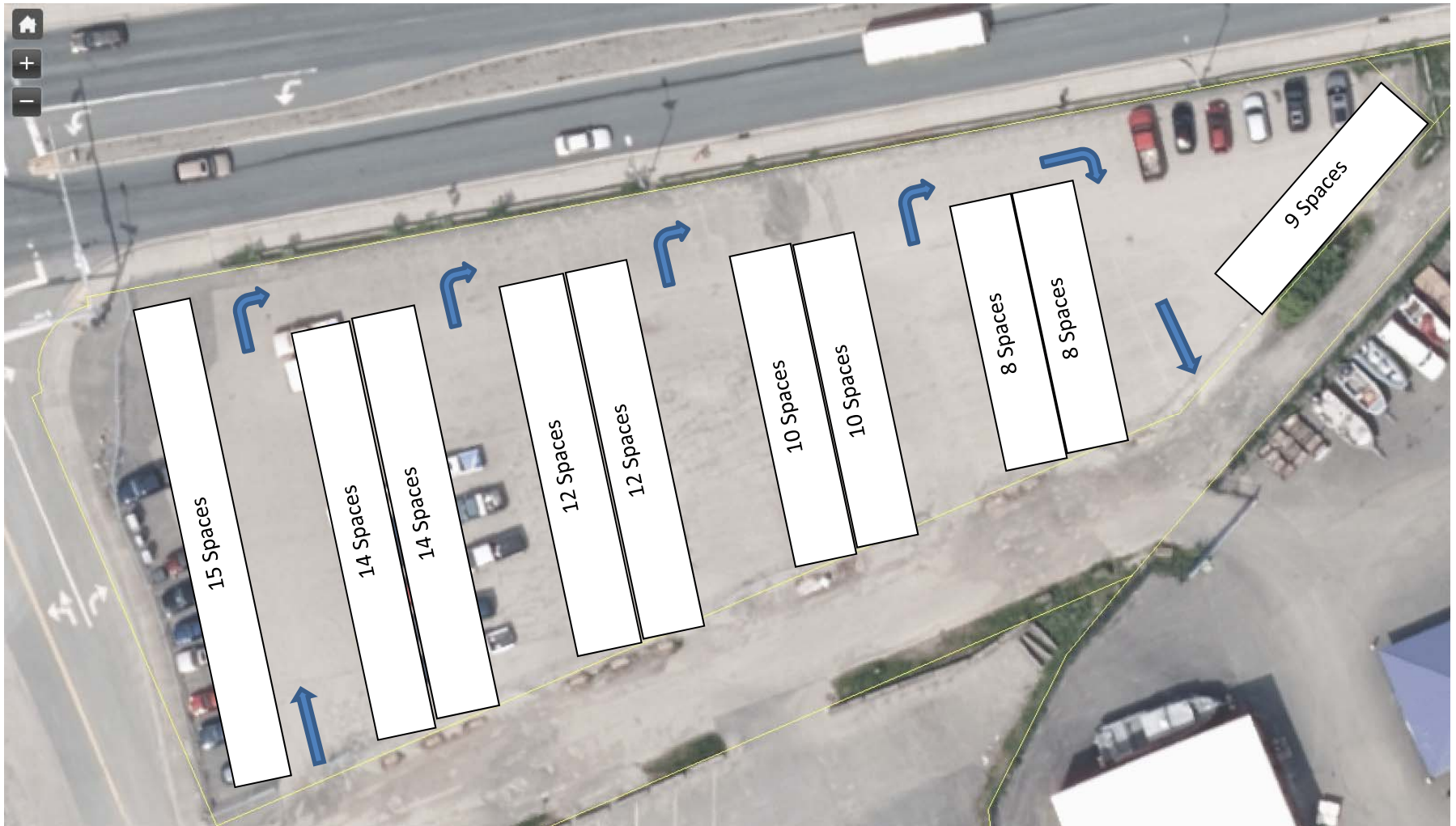
C.11. **Choice of Law; Venue.** This permit shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Juneau.

C.12. Applicability of Alaska Public Records Act. Permittee acknowledges and understands that the CBJ is subject to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned or controlled by the CBJ in relation to this agreement must be made available for the public to inspect upon request, unless an exception applies. It is Permittee's sole responsibility to clearly identify any documents Permittee believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should the CBJ receive a request for records under the Public Records Act applicable to any document marked "Confidential" by Permittee, the CBJ will notify Permittee as soon as practicable prior to making any disclosure. Permittee acknowledges it has five (5) calendar days after receipt of notice to notify the CBJ of its objection to any disclosure, and to file any action with any competent court Permittee deems necessary in order to protect its interests. Should Permittee fail to notify the CBJ of its objection or to file suit, Permittee shall hold the CBJ harmless of any damages incurred by Permittee as a result of the CBJ disclosing any of Permittee's documents in the CBJ's possession. Additionally, Permittee may not promise confidentiality to any third party on behalf of the CBJ, without first obtaining express written approval by the CBJ.

C.13. Entire Agreement. This Agreement, including all appendices and exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

C.14. Severability. If a court of competent jurisdiction renders any part of this agreement invalid or unenforceable, that part will be severed and the remainder of this agreement will continue in full force and effect.

C.15 Insurance. All parties shall effect and maintain liability coverage with minimum limits of liability for damage and personal injury, including accidental death, of one million dollars (\$1,000,000) for any one person, plus a two million dollar (\$2,000,000) aggregate limit. CBJ and Lessor hereby waive all rights of recovery against the other party to the extent covered by the claimant's liability insurance. CBJ reserves the right to provide insurance through its "self-insured" program. The parties shall be provided thirty (30) days' notice of any cancellation of insurance.



Total Spaces= 112

24' wide aisle

9'x20' parking spaces

DJN LLC SUPPORT PARKING LEASE

PART I. PARTIES. This lease is between Develop Juneau Now LLC., hereafter “Lessor” or “Develop Juneau Now LLC,” a corporation organized under the laws of the State of Alaska (with its principal place of business in Juneau, AK) licensed to do business in the State of Alaska, and the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter “CBJ”, or “Lessee”

PART II. LEASE ADMINISTRATION. All communications about this lease shall be directed as follows. Any reliance on a communication with a person other than that listed below is at the party’s own risk.

CBJ: City and Borough of Juneau Attn: Lands Manager 155 S. Seward Street Juneau, AK 99801 Phone: (907) 586-5252; Fax: (907) 586-5385 Lands_Office@juneau.org	Lessor: Develop Juneau Now LLC Attn: Kriss E. Hart 2775 Harbor Ave. SW - A Seattle, WA 98126 Phone (206) 622-9161; Fax 622-9170 E-mail kriss@wmc2775.com
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PART III. LEASE EXECUTION. The CBJ and Lessor agree and sign below. This lease is effective after both parties have executed it.

CBJ:	Lessor:
Date: _____	Date: _____
By: _____	By: _____
Duncan Rorie Watt	Kriss E. Hart
City and Borough Manager	Develop Juneau Now, LLC.

Approved as to content: Lands & Resources Div.	By: _____
Approved as to form: Law Department	By: _____
Approved as to content: Risk Management	By: _____

1. DESCRIPTION OF PROPERTY. In consideration of the rents, covenants, and conditions contained herein, Lessor agrees to lease to the CBJ; and the CBJ agrees to lease from the Lessor approximately one acre of land (~117 parking spots), as is, located at 300 Egan Drive, with a legal description of Lot C2A, Juneau Subport, according to Plat 2017-22 in the First Judicial District, Juneau, Alaska, and more particularly described in Exhibit A ("Premises"). The parties acknowledge that the Premises may be modified by an anticipated State right-of-way project.

2. AUTHORIZED USE OF PROPERTY. The Premises shall be used only for parking and for no other purpose without the prior written consent of the Lessor. The CBJ has exclusive use of the Premises. The CBJ is authorized to remove unauthorized vehicles from the Premises when the CBJ has exclusive rights to the Premises. Consistent with Exhibit A, the parties anticipate being able to provide parking for the CBJ and four parking passes for the Lessor. The parties anticipate the CBJ will sublease all or a portion of the Premises to the State of Alaska. The CBJ, and any sublessee, shall comply with all, Contract provisions, applicable laws, ordinances, and regulations of duly constituted authorities, now or hereafter in any manner affecting the Premises. The CBJ acknowledges the Lessor intends to continue developing a district heating project, which may require the Lessor to reserve portions of the Premises for that project and that would reduce the leased Premises and lease payments.

3. TERM AND RENEWAL. The Lease term shall commence on the effective date of this lease. The term of the lease is for six months, unless terminated earlier as provided herein. Upon completion of the initial term, this lease shall continue on a month to month basis unless terminated as provided herein.

4. LEASE PAYMENTS.

- a) The base monthly rent shall be five thousand dollars (\$5,000.00). Payments shall be made to Develop Juneau Now, LLC.
- b) The CBJ shall pay Develop Juneau Now LLC, without demand, deduction or offset the monthly rental in advance or on the first (1st) day of each month during the Lease. Payments for any partial month at the beginning or end of the Lease term shall be prorated.
- c) The base monthly rent shall increase by three percent (3%) for every year starting on July 1, 2019.

5. SIGNAGE. The CBJ shall pay for any signage and shall comply with all applicable laws. The CBJ shall not damage or deface the Premises or Property when installing or removing signage and shall repair any injury or damage to the Premises or Property caused by such installation or removal.

6. UTILITIES AND SERVICES. The Lessor is not providing any utilities. The CBJ may, but is not required, to furnish and pay, at CBJ's sole expense, all desired utilities.

7. REPAIRS AND MAINTENANCE. The CBJ shall, at its sole expense, maintain the Premises as a parking lot, in good condition and promptly make all repairs and replacements necessary to keep the Premises in good condition, which is defined as the condition upon the effective date of this lease. Notwithstanding anything in this Section to the contrary, the CBJ shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of Develop Juneau Now, LLC, its agents, employees, contractors, or invitees. Parking lot maintenance, striping, wheel stops, lighting and any other expenses related to maintaining this as a parking lot are the responsibility of the CBJ. Winter maintenance, including snow removal, salting and sanding shall be the responsibility of CBJ. Nothing in this lease prevents the CBJ from contracting out, assigning, or requiring a sublessee to perform any and all necessary maintenance.

8. ACCESS. CBJ allows Lessor, and Lessor's agents, at all reasonable times to access the Premises for the purpose of inspection or of making repairs, additions, or alterations to the Premises, or any property owned by or under the control of Lessor.

9. TERMINATION

- a. The parties may terminate this Lease at any time upon written agreement.
- b. The parties agree that the Lessor can reserve (exclude from leased premises) parking spaces for the Lessor's district heating project (1) upon giving the CBJ 45 days' notice, (2) specifically identifying the parking spaces to be reserved, (3) assuming the reserved area as-is, and (4) erecting reasonable measures to notify people the reserved area is not available for parking. If the Lessor's use of the parking spaces concludes during the term of this lease, the CBJ has the option to re-lease the once reserved parking spaces consistent with this lease.
- c. The Lessor acknowledges the CBJ is legally prohibited from encumbering funds that have not been duly appropriated, pursuant to CBJ Charter 9.13. Funding for this lease beyond the \$30,000 appropriated with Ord. 2016-09(AB) is therefore subject to an appropriation of funds by, and at the sole discretion of, the CBJ and Borough of Juneau Assembly. The parties acknowledge and understand that in the event the Assembly fails to appropriate sufficient funds for this lease, the lease will automatically terminate without penalty or further municipal liability, no later than when the appropriation in Ord. 2016-09(AB) has been depleted. City code section 53.04.010 also applies.
- d. Except as otherwise provided, CBJ shall give written notice to Lessor of its intent to terminate not less than sixty (60) days in advance. Upon termination of this Lease for any reason, Lessor shall refund to CBJ any unearned advance rent paid by CBJ.

10. DEFAULT

- a. In the event CBJ defaults in the payment of any rent or violates any other covenants of this Lease, Lessor, at its option, may terminate and cancel this Lease after thirty (30) days written notice to CBJ, provided the default or other violation is not corrected. CBJ may, in good faith, dispute payment of an amount of money to Lessor without breach of this Lease, if CBJ pays to Lessor any undisputed portion thereof.
- b. In the event Lessor defaults in the performance or the observance of any covenants of this Lease and fails to fully remedy such default within thirty (30) days after written notice by CBJ, then CBJ, notwithstanding any other provision of this Lease, may terminate this Lease. Where this Lease provides for a shorter notice period for a specific occurrence of default and/or cure, such shorter notice period shall be controlling.

11. WASTE. CBJ shall not commit or allow any waste upon the Premises.

12. ASSIGNMENT AND SUBLETTING.

- a. CBJ shall have the right to assign this Lease or any interest in it, or to sublet, in whole or in part, the Premises provided that CBJ first obtains Lessor's consent prior to such assignment or sublease. Failure to provide such notice in a timely manner shall invalidate the assignment or sublet. Lessor's consent shall not be unreasonably delayed or withheld.
- b. Lessor shall have the right to convey or assign its interest in the Premises or any party thereof, subject to CBJ's leasehold interest.

13. SURRENDER OF POSSESSION. On the last day of the term of this Lease or any extension thereof, CBJ shall peaceably and quietly leave, surrender and yield up unto Lessor, the Premises in good conditions, ordinary wear and tear excepted. Any improvements constructed or installed on the Premises by CBJ shall be removed, prior to the end of the Term, at the cost and expense of CBJ and CBJ will do such repairs as is necessary to restore the Premises to its condition prior to construction or installation of any such improvements not consented to by Lessor.

14. TAXES. Lessor shall pay all taxes, assessments, and liens levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, by reason of the use of the Premises.

15. QUIET ENJOYMENT. CBJ, so long as it complies with its duties in this Lease, shall enjoy the Premises during the term of this Lease free from any interference by Lessor.

16. INSURANCE. All parties shall effect and maintain liability coverage with minimum limits of liability for damage and personal injury, including accidental death, of One Million

Dollars (\$1,000,000) for any one person, plus a Two Million Dollars (\$2,000,000) aggregate limit. CBJ and Lessor hereby waive all rights of recovery against the other party to the extent covered by the claimant's liability insurance. To the extent that CBJ is determined to be liable for a claim and its liability insurance provides coverage, CBJ insurance shall be primary and any insurance maintained by the Lessor shall be non-contributory. CBJ reserves the right to provide insurance through its "self-insured" program. The parties shall be provided thirty (30) days' notice of any cancellation of insurance.

17. TIME OF ESSENCE. Time is of the essence of each and every provision hereof.

18. NOTICES. Notices regarding this Lease shall be given only by certified letter or email and shall be deemed given at the end of the first business day following when the communication is dispatched, addressed to the party for whom intended at such party's address as herein provided, or at such other address as the party may have substituted therefore by proper written notice to the other.

19. SUCCESSORS. This lease shall be binding on the successors, administrators, executors, heirs, and assigns of Lessor and CBJ and any Sublessee.

20. 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.

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

22. ENTIRE AGREEMENT. This Lease, including all appendices and exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the lease and supersedes all previous agreements, leases, proposals, and understandings, whether written or oral, relating to this subject matter. The lease may be modified only by an agreement in writing and signed by all parties.

Presented by: The Manager
Introduced:
Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-01

An Ordinance Amending the Airport Operations Code Relating to Parking, Standing, and Stopping for the Active Loading and Unloading of Passengers and Providing for a Penalty.

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

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

Section 2. Amendment of Section. CBJ 05.10.050 Motor vehicle rules, is amended by adding a new subsection to read:

05.10.050 Motor vehicle rules.

...

(g) *Parking.*

(1) No person shall park a motor vehicle on the airport except in the areas specifically established for parking and in the manner prescribed by the airport manager.

(2) No person shall abandon any motor vehicle on the airport or park a motor vehicle on the airport for a period in excess of 72 hours unless express approval for such parking is obtained from the airport manager. Unless otherwise approved by the airport manager, a vehicle continuously parked on the airport for longer than 30 days, and unmoved during that period, will be conclusively presumed to have been abandoned.

(3) No person shall park a motor vehicle in any space marked off for the parking of vehicles, in such manner as to occupy part of another marked space.

(4) No person shall park any motor vehicle in excess of the time limit prescribed by the airport manager for the particular parking area, or park any motor vehicle in any restricted or reserved area unless authorized by the airport manager to do so.

(5) No person shall park a motor vehicle in an area requiring payment for parking thereon without paying the required parking fee.

(6) No person shall stand, stop, or park a vehicle in any area adjacent to a yellow curb unless actively engaged in the loading or unloading of passengers. Leaving an unattended vehicle stopped, standing, or parked in an area adjacent to a yellow curb is strictly prohibited.

...

Section 3. Amendment of Section. CBJ 03.30.070 Violations; civil fines, is amended to read:

03.30.070 Violations; civil fines.

(a) Notwithstanding any provision of the CBJ Code to the contrary, the offense listed in the table below shall be considered violations subject to a civil fine not to exceed that set forth in the table below; payment of the listed civil fine shall be accepted in satisfaction of the violation; and the violation shall be subject to the procedure set forth in CBJ 03.30.075 – 03.30.085:

CBJ	Type of Violation	Civil Fine
	JUNEAU INTERNATIONAL AIRPORT	
05.10	Airport Operations	
05.10.050(g)(1 – 5)	Airport parking	\$25.00
05.10.050(g)(6)	<u>Standing, stopping, parking in active loading zone</u>	<u>\$100.00</u>
...		

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

Adopted this _____ day of _____, 2018.

Attest: _____
Kendell D. Koelsch, Mayor

Laurie J. Sica, Municipal Clerk

AIRPORT BOARD MEETING
 October 10, 2017
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Balance or 1% Sales Tax to the Ramp LED Lighting Capital Improvement Project. The motion passed by unanimous consent.

D. Airport Improvement Program Grant—Acquire Snow Removal Equipment. The FAA has issued an AIP grant in the amount \$4,823,551 for this project. Local match is \$321,571, which was approved for appropriation from Airport Fund Balance (or 1% Sales Tax) at the August 28, 2017, Finance Committee meeting. *Angela Rodell moved the Board approve the appropriation of an Airport Improvement Program grant award in the amount \$4,823,551, and local match funds in the amount \$321,571 from the Airport Fund Balance or 1% Sales Tax to the Snow Removal Equipment Capital Improvement Project. The motion passed by unanimous consent.*

E. Airport Improvement Program Grant Amendment—Snow Removal Equipment Building (SREB). Staff requested a SREB grant amendment in the amount \$290,764.65 for SECON, F&W, and ECI/Hyer change orders. Approximately \$261,000 has been approved, with the balance to be approved soon—it was split due to the availability of funds across the federal fiscal years. There is sufficient funding for local match in the project. Staff requests approval to appropriate the federal funds upon receipt of the second approval. Match for this amendment will be met with existing appropriated local funds. *Angela Rodell moved the Board approve the appropriation of an Airport Improvement Program grant amendment in the amount \$290,764.65 to the Snow Removal Equipment Building Capital Improvement Project upon receipt of the remaining requested amount from the FAA. The motion passed by unanimous consent.*

F. Front Curb Enforcement. Mrs. Wahto said several meetings have been held and this was referred to the Operations Committee for some suggestions of how to deal with the front curb – patrolling, etc. Deputy Airport Manager Marc Cheatham said an Operations Committee meeting was held on September 29, 2017, to come up with the options for the front curb. It was thought that Community Service Officers (CSOs) could be utilized. This is not a possibility as they are currently overworked. The Operations Committee thought raising the fine will hit home. Most of the time when people get tickets, they rip them up and do not care. The Committee thought \$100 is substantially more. The Airport cannot ride the current ordinance as this is geared toward the entire city. He is currently working with the Law Department to find out how this can be changed. It looks like it would be handled through 05, if the Board decides to go that direction. A couple of other things came from the Committee meeting.

Operations Committee Chair Marty Myers said other possibilities were to put up an L.E.D. traffic sign that says fines will be issued for parking in the “no waiting zone”. This would not have to be done all the time, but could be lit up during the high traffic times. Another suggestion was to increase the social media outreach for letting people know about the problem that it is creating and the fact that it is more than just parking your car on a City street for longer than they are supposed to. It is actually impeding a

AIRPORT BOARD MEETING
October 10, 2017
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federal regulation on parking and waiting in an area that is subject to people coming in and out and also threats against this airport. The Committee looked into JPD (Juneau Police Department) and considered the possibility of private security to come in at times and have the authority to write those tickets as armed officers. For the most part, he thought the fine was absolutely ridiculous. If they are going to argue with people about the fact that they are there, he thought a higher fine makes it more substantial on someone who disregards the regulation.

Mrs. Wahto said tickets are issued and handled by JPD and their collection system downtown. Because of how the ticket was written and where it was written, the fine comes back to the Airport as revenue. Assembly Member Loren Jones said that the Assembly changed its City ordinance to allow officers to issue tickets to vehicles. This also changed the person who hears protests to the ticket to the Deputy City Manager. These hearings are held once every couple of weeks.

Ms. Rodell said that a concern that has been noted is inconsistent enforcement on the front curb. Part of that has to do with being able to staff and be mindful of what is going on. She asked how the Airport planned to enforce a \$100 versus \$25 fine. Is it possible to use security cameras to get license plate numbers and follow-up if it is not possible to physically police it at all times. Mrs. Wahto said the increased fine was one part of it – which would make the statement that you cannot do this due to federal regulations – but the other part of the discussions focused on how to enforce the rules seven days a week during peak traffic times and random thereafter. Contract security was discussed. Some information was to be gathered and brought back to the Operations Committee probably in December. The consistent enforcement is lacking, but the problem is how to pay for it and support it. JPD is short on officers. Maybe contract security should be visited or maybe in-house enforcement on the curb.

Mr. Harris said they had discussed hiring security services to cover the 9:30 p.m. coverage. The curb turns into a real zoo. It made him appreciate using the area across the street because the front curb was four-wide and packed solid. This needs to be stopped. The Board needs to be willing to set the fines high and hope that the fines would support the extra security, but if not, the Airport will need to eat the cost. He said this is the only way – having someone in uniform and writing a ticket – to get people to pay attention. Unfortunately everyone thinks that they are special and the law does not apply to them. Private security and publicity push telling people the reason it is being done because the Airport is not going to risk federal funding.

Ms. Rodell asked how many tickets have been issued over the last year, month, or a set time frame. Mrs. Wahto said she does not have any of those numbers. People are kicked off the curb more than ticketed as it is the first line of defense. The tickets are written to the most egregious ones who just say, “Ticket me” or “I’m not moving” or the vehicles are completely empty. Those are the ones that are getting tickets.

AIRPORT BOARD MEETING
 October 10, 2017
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Board Member Jerry Godkin asked if one of the Airfield Maintenance staff could be used help educate people. He said Pam is doing well and keeps people moving. If there was the ability to duplicate some of what Pam does – put on an orange vest and keep them moving. He was not asking Airfield to write tickets but just keep them moving. If the Airport could educate some of the time, some of the problem might be alleviated. *Marty Myers moved to approve the increase to the front curb parking violation at the Airport terminal to \$100 per violation and begin the public process to adopt this change in code. The motion passed by unanimous consent.* Chair Epstein said that along with this motion, a public outreach needs to occur so the public is aware that the fines are going up, among other things.

G. Airport Manager's Report:

1. Enhanced TSA Passenger Screening Procedures. Deputy Manager Marc Cheatham said the TSA (Transportation Security Administration) is doing enhanced passenger screening procedures. Any electronic larger than a cell phone must be removed from the bag, as well as encouraging passengers to reduce clutter in the bins for faster vetting. This change may increase wait times, and we strongly encourage passengers to arrive two hours before their scheduled flight. Ms. Rodell said that she cleared TSA at 5:15 a.m. for the 5:20 a.m. flight. She was in the terminal at 4:15 a.m. She said if the recommendation is to come two hours early, people will be at the airport at 3:15 and the facilities are not here for people to stretch out and sleep. She was curious to educate the public about getting people here. Mrs. Wahto replied there is four-hour window between the last arrival and the next flight. TSA will be doing a media outreach.

Ms. Rodell asked about TSA Pre-Check. Mrs. Wahto said this was addressed with the TSA this summer, who expressed concern about the numbers being too low to warrant TSA Pre-Check. However, the enplanements did not warrant an in-line system for baggage screening, nor two in-line systems. She said the Airport will continue pushing this. People aren't going to sign up for it locally because it is not here. Mr. Jones noted that TSA did not open the passenger screening checkpoint until 4:30 a.m. for the 5:20 flight, even though he showed up two hours early.

2. Escalator/Elevator Injury Reporting. Mr. Cheatham said a gentleman riding the escalator up tumbled down. The man was not holding onto the handrails and was quite wobbly. This man reported the fall to the State of Alaska Labor Standards and Safety Division. The Airport did not know there is a reporting necessary for falls/slips on escalators and elevators. From here forward, anytime a person is injured and has to be seen by a doctor, the Airport must report it immediately to the State. If it was a mechanical failure, the equipment has to be shut down completely until the inspector can come through and verify the mechanical reason. Any injuries that have occurred have been reported within the City to the Risk Management group. Video is

Presented by: The Manager
Introduced:
Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-13(b)

An Ordinance Creating Local Improvement District No. 200 for a Riverbank Stabilization Project along the Mendenhall River between 9399 Rivercourt Way and 3463 Meander Way and Appropriating the Sum of \$5,095,000.

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

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

WHEREAS, the United States Department of Agriculture's Natural Resource Conservation Service (NRCS) through the Emergency Watershed Protection Program (EWP) has offered to assist in the design and construction of the riverbank protection for the affected properties; and

WHEREAS, the NRCS, through the EWP, will provide design, construction inspection, administration, and 75 percent of the funding for the construction costs portion of the project; and

WHEREAS, the NRCS EWP requires a supplemental budget appropriation by the United States Congress to provide funding for the EWP, at which time the projects are funded by NRCS prioritization; and

WHEREAS, the United States Congress has not passed a supplemental budget appropriation to provide EWP funds for this project; and

WHEREAS, the NRCS requires the local community to sponsor the project, which includes guaranteeing the 25 percent match for construction funding, acquiring permits, acquiring easements and access for the project, and providing maintenance of the project for ten years after completion of construction; and

WHEREAS, the Assembly of the City and Borough of Juneau, at the November 20, 2017, Committee of the Whole meeting, moved that each property within LID 200 will be assessed \$80,000.

1
2 NOW THEREFORE BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF
3 JUNEAU, ALASKA:

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

5 **Section 2. Public Interest Finding.** The Assembly of the City and Borough of
6 Juneau, having considered all material factors, including the deterrence to property
7 development, maintenance of property values, health, safety and welfare of the property
8 owners in the proposed local improvement district, finds that the formation of a local
improvement district covering property described in Exhibit "A" attached to this ordinance, to
be known as Local Improvement District No. 200 of the City and Borough of Juneau, is in the
public interest.

9 **Section 3. Creation and Boundaries.** There is created Local Improvement
10 District No. 200 (hereinafter "L.I.D. No. 200"). The boundaries of L.I.D. No. 200 are shown in
11 Exhibit "A" attached to this ordinance and made a part hereof and consists of twenty-six
12 parcels along Mendenhall River between and including 9399 Rivercourt Way and 3463
Meander Way in the Mendenhall Valley.

13 **Section 4. Improvements to Be Constructed.** The improvements to be
14 constructed consist of riverbank shoreline protection for the benefiting properties included in
15 the LID boundaries. The improvements will be designed and constructed by the NRCS EWP,
provided the United States Congress approves a supplemental appropriation for the EWP that
allows the NRCS portion of this project to be funded.

16 **Section 5. Estimated Cost.** The estimated cost of the project is \$11,425,000, which
17 includes the amount of the construction costs to be borne by NRCS. The estimated cost of the
18 project to be funded by the CBJ and property owners is \$5,095,000, which includes the 25
percent match required by the NRCS.

19 **Section 6. Source of Funds.** The project cost to be met from the assessments
20 against the properties specially benefitted is \$2,080,000. The portion of project costs to be met
21 with City and Borough funds is estimated to be \$3,015,000, which includes the \$80,000
assessment the CBJ is responsible for as owner of a parcel within the LID. The portion of the
project costs to be met by the NRCS EWP is \$6,330,000. Special assessment district bonds will
not be issued or sold to provide funds to pay the cost of improvements.

22 **Section 7. Direction That Work Be Done.** The Manager is hereby ordered to do
23 or cause to be done all things necessary and useful to plan, acquire, construct, and install the
24 improvements described in Section 4 if the NRCS EWP receives funding through United States
25 Congressional appropriation.

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

Section 9. Authorization for Eminent Domain. The Manager and Municipal Attorney are hereby authorized to commence any eminent domain proceedings required in connection with the improvements, with provision made for assessment proceedings that may be required to pay any eminent domain awards and where the costs of any property so acquired shall be added to the project cost.

Section 10. Appropriation. There is hereby appropriated the sum of \$5,095,000 for the project in accordance with Section 4.

Section 11. Special Assessment Fund. There is created within the central treasury a special fund of the City and Borough known as Special Assessment Fund No. 200. Such fund shall be used for the purposes of paying the costs of the project, the payment of principal and interest on the bonds, if any, and any other cost of the project. City and Borough funds, assessments, and all other receipts shall be paid into the fund.

Section 12. Finding of Special Benefit. The Assembly of the City and Borough of Juneau hereby finds that the property within L.I.D. No. 200 described in Exhibit "A" will be specially benefitted by the improvement and each lot or tract within such district will be specially benefitted.

Section 13. Method of Apportioning Costs. Costs to be borne by the properties specially benefitted within the LID boundaries shall be apportioned as follows: each property will be assessed \$80,000. Because the CBJ will be absorbing a large portion of the costs, and as the property owners' contribution is capped at a value that is lower than could properly be assessed against the properties otherwise, equal apportionment is warranted.

Section 14. Prepayment in Full Discount. No prepayment in full discount is provided.

Section 15. Charter 9.13(c) Authority. Federal regulation (7 C.F.R. 624.6(a)(2)(iii)) requires the CBJ to operate and maintain the improvements as required, which the NRCS has determined to be for ten years. Because the CBJ would not be eligible to participate in the NRCS EWP without agreeing to operate and maintain such improvements, which may require payment of funds from appropriations of a later fiscal year, the Assembly authorizes the Manager to execute the necessary documents for the CBJ to participate in the NRCS EWP.

Section 16. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2018.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk



3463 Meander Way

Proposed LID 200 Boundary

9399 Rivercourt Way

MEANDER WAY RIVERBANK EROSION
PROTECTION PROJECT
PROPOSED LID 200
MARCH 2018
ORDINANCE NO. 2018-13(b) - EXHIBIT A

Mendenhall River Erosion - Meander and Rivercourt LID Number: 200

Parcel	Owner	Assessment
5B2101190160 9399 RIVERCOURT WAY LAKEWOOD I BL A LT 16	JOHN R TABER & SHARON A TABER PO BOX 210768 AUKE BAY AK 99821	\$80,000.00
5B2101200010 9391 RIVERCOURT WAY LAKEWOOD I BL B LT 1	SCOTT W HEATON & TRACI S HEATON 9391 RIVERCOURT WAY JUNEAU AK 99801	\$80,000.00
5B2101200020 9387 RIVERCOURT WAY LAKEWOOD I BL B LT 2	LORETTA BESSIE NEAL PO BOX 032537 JUNEAU AK 99803	\$80,000.00
5B2101200030 3311 MEANDER WAY LAKEWOOD I BL B LT 3	JOHN J HEUEISEN JR 3311 MEANDER WAY JUNEAU AK 99801	\$80,000.00
5B2101200040 3315 MEANDER WAY LAKEWOOD I BL B LT 4	CHRISTINE R SHAW & ADAM J SHAW 11422 OLYMPIA DR HOUSTON TX 77077	\$80,000.00
5B2101200050 3319 MEANDER WAY LAKEWOOD I BL B LT 5	LOUIS BONNETT & EDITH M BONNETT 3319 MEANDER WAY JUNEAU AK 99801	\$80,000.00
5B2101200060 3323 MEANDER WAY LAKEWOOD I BL B LT 6	BRIAN J GOETTLER & KIMBERLY D GOETTLER 3323 MEANDER WAY JUNEAU AK 99801	\$80,000.00
5B2101200070 3327 MEANDER WAY LAKEWOOD I BL B LT 7	CAROLE A MYERS FAMILY LMT PARTNERSHIP 19020 22ND AVE NW SHORELINE WA 98177	\$80,000.00
5B2101200080 3333 MEANDER WAY LAKEWOOD I BL B LT 8	DENNIS M EGAN & MARGARET I EGAN 3062 MCKINNON WAY OAKTON VA 22124	\$80,000.00
5B2101200090 3335 MEANDER WAY LAKEWOOD I BL B LT 9	BJORN AND STEFANE WOLTER LIVING TRUST & C/O BJORN H 3335 MEANDER WAY JUNEAU AK 99801	\$80,000.00
5B2101200100 3339 MEANDER WAY LAKEWOOD I BL B LT 10	WILLIAM F RACE & SARA M RACE 3339 MEANDER WAY JUNEAU AK 99801	\$80,000.00
5B2101200110 3343 MEANDER WAY LAKEWOOD I BL B LT 11	ALAN AND JOANN STEININGER LIVING TRUST & ALAN JOHN 3343 MEANDER WAY JUNEAU AK 99801	\$80,000.00
5B2101200120 3361 MEANDER WAY LAKEWOOD I BL B LT 12	CURTIS D GOEHRING & JOYCE A GOEHRING 3361 MEANDER WAY JUNEAU AK 99801	\$80,000.00
5B2101200130 3377 MEANDER WAY LAKEWOOD I BL B LT 13	MICHAEL J WISE & JODI M WISE 3377 MEANDER WAY JUNEAU AK 99801	\$80,000.00
5B2101200140 3379 MEANDER WAY LAKEWOOD I BL B LT 14	WILLIAM R HUDSON & LUCY DIANE HUDSON 3379 MEANDER WAY JUNEAU AK 99801	\$80,000.00

Assessment Roll

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Mendenhall River Erosion - Meander and Rivercourt LID Number: 200

Parcel	Owner	Assessment
5B2101200150 3401 MEANDER WAY LAKEWOOD I BL B LT 15	MATTHEW F MICKLE & ANGELA M MICKLE 3401 MEANDER WAY JUNEAU AK 99801	\$80,000.00
5B2101200160 3425 MEANDER WAY LAKEWOOD I BL B LT 16	JOSHUA A HAMILTON & ANDREA L HAMILTON 3425 MEANDER WAY JUNEAU AK 99801	\$80,000.00
5B2101210010 3429 MEANDER WAY LAKEWOOD II BL B LT 17A	RAY VIDIC & SHERI A VIDIC 3429 MEANDER WAY JUNEAU AK 99801	\$80,000.00
5B2101210020 3433 MEANDER WAY LAKEWOOD II BL B LT 18A	NICOLAAS W BUS & SUSAN M BUS 3433 MEANDER WAY JUNEAU AK 99801	\$80,000.00
5B2101210030 3437 MEANDER WAY LAKEWOOD II BL B LT 19	MARK S BUNESS & RHONDA L BUNESS 3437 MEANDER WAY JUNEAU AK 99801	\$80,000.00
5B2101210040 3441 MEANDER WAY LAKEWOOD III BL B LT 20	GREGORY A WAGNER & SANDI N WAGNER PO BOX 241564 ANCHORAGE AK 99524	\$80,000.00
5B2101210050 3445 MEANDER WAY LAKEWOOD III BL B LT 21	NORMAN E STATON & DONNA M STATON 3445 MEANDER WAY JUNEAU AK 99801	\$80,000.00
5B2101210060 3451 MEANDER WAY LAKEWOOD III BL B LT 22	HOWARD R JAEGER & ROBERTA J JAEGER 3451 MEANDER WAY JUNEAU AK 99801	\$80,000.00
5B2101210070 3455 MEANDER WAY LAKEWOOD III BL B LT 23	JOSEPH FLORES 3455 MEANDER WAY JUNEAU AK 99801	\$80,000.00
5B2101210080 3459 MEANDER WAY LAKEWOOD III BL B LT 24	JEFFREY M RUD & LORI L RUD 3459 MEANDER WAY JUNEAU AK 99801	\$80,000.00
5B2101210090 3463 MEANDER WAY LAKEWOOD III BL B LT 25	RUSSELL AND THYES SHAUB LIVING TRUST PO BOX 032517 JUNEAU AK 99803	\$80,000.00

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Assessment Roll

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Mendenhall River Erosion - Meander and Rivercourt LID Number: 200

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Di Cathcart

From: Christine Shaw <christineshaw@rocketmail.com>
Sent: Wednesday, March 14, 2018 7:45 AM
To: Rorie Watt; Laurie Sica
Cc: City Clerk
Subject: Fw: Fwd: Meander LID
Attachments: Official Proposed LID 200 Mailout March 1 2018.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning,
 I received the letter regarding the Mendenhall River LID.
 I had a few clarifying questions:

1. I know the letter states that the interest rate is not known at this time. However, I would like to know what **method** will be used to calculate interest? (simple? compound? like a mortgage?) If you could provide a math example of how it will be done, that would be helpful for me.
2. It is stated in the ordinance that there are businesses in the proposed local improvement district (section 2, page 2). What businesses are in the proposed local improvement district?
3. It is also stated that the LID is necessary for maintenance of health. Could you please let me know what the health risks are? I tried to find them in previous documents and couldn't find any. So any information you have on the health risks being referred to in the ordinance would be very appreciated. Thank you.
4. In the attachment, it says letters have to be mailed in. In the email, it says letters can be emailed in to the Municipal Clerk. I just want to be clear, can letters be emailed or do they have to be mailed in?

Thank you,
 Christine Shaw

----- Forwarded Message -----

From: Christine Shaw <christineshaw@rocketmail.com>
To: Adam's iPad  <backin3@gmail.com>
Sent: Monday, March 12, 2018 09:49:19 PM CDT
Subject: Fwd: Meander LID

Sent from my iPhone

Begin forwarded message:

From: John Bohan <John.Bohan@juneau.org>
Date: March 12, 2018 at 20:19:40 CDT
To: "Joe Heueisen & Joyce Mill (heueisen@gci.net)" <heueisen@gci.net>, "lebonnett2@gmail.com" <lebonnett2@gmail.com>, "getmon50@yahoo.com" <getmon50@yahoo.com>, "mark.g@myersgroupllc.com" <mark.g@myersgroupllc.com>, "egan32@gmail.com" <egan32@gmail.com>, "bjorn.wolter@gmail.com" <bjorn.wolter@gmail.com>, "stefanie.dummer@hotmail.com" <stefanie.dummer@hotmail.com>, "Goehring, Curt & Joyce (securtg@gmail.com)" <securtg@gmail.com>, "Sara Race (sara_jones10@hotmail.com)" <sara_jones10@hotmail.com>, "al steininger@yahoo.com" <al_steininger@yahoo.com>, "Al & JoAnn Steining (steininj@yanoo.com) (steininj@yahoo.com)" <steininj@yahoo.com>, "Curt & Joyce Goehring (joyce.goehring@gmail.com)" <joyce.goehring@gmail.com>, "Michael & Jodi Wise (eodwise@hotmail.com)" <eodwise@hotmail.com>, "Bill & Lucy Hudson (lbhudson@gci.net)" <lbhudson@gci.net>, "Matt & Angie Mickle (mickleofak@gmail.com)" <mickleofak@gmail.com>, "Josh & Andy Hamilton (tidepoolfools@yahoo.com)" <tidepoolfools@yahoo.com>, "Ray & Sheri Vidic (vidic@gci.net)" <vidic@gci.net>, "Nico & Susan Bus (nicowbus@gmail.com)" <nicowbus@gmail.com>, "Rhonda Bunn (rhonda.bunn@gmail.com)" <rhonda.bunn@gmail.com>, "Greg and Sandy Wagner (gregwagner3165@comcast.net)" <gregwagner3165@comcast.net>, "Norman & Donna Staton (kasan@gci.net)" <kasan@gci.net>, "Howard Jaeger (bbjaeger@gci.net)" <bbjaeger@gci.net>, "Joe Flores (Prheatwave@gmail.com)" <Prheatwave@gmail.com>, "Jeff Rud (jeffrud@gmail.com)" <jeffrud@gmail.com>, "Shaub, Thyes (Thyes@aol.com)" <Thyes@aol.com>, "cudacraig@gmail.com" <cudacraig@gmail.com>, "Traci Heaton (tracih@ak.net)" <tracih@ak.net>, "Scott Heaton (scott@accountablekids.com)" <scott@accountablekids.com>, "John Taber (taberlima@gmail.com)" <taberlima@gmail.com>, "christineshaw@rocketmail.com" <christineshaw@rocketmail.com>, "stefanie.dummer@hotmail.com" <stefanie.dummer@hotmail.com>, "jodi_wise1@hotmail.com" <jodi_wise1@hotmail.com>
Cc: Roger Healy <Roger.Healy@juneau.org>, City Clerk <City.Clerk@juneau.org>, Tom Mattice <Tom.Mattice@juneau.org>
Subject: Meander LID

Dear Residents,

You will be receiving the formal notification for the for the formation of proposed riverbank shoreline protection LID in your neighborhood by certified mail (or already have). A copy of the mailed packet is attached for your reference.

The Assembly has scheduled a public hearing at 7:00 pm on Monday April 2, 2018 in the Assembly Chambers, located at 155 S Seward Street, for the purpose of hearing and considering adoption of this LID.

Pursuant to CBJ 15.10.040, the notice of the hearing was mailed to all owners within the proposed LID according to the CBJ tax roll, at the last address shown thereon at least 30 days prior to the hearing date. The notice contains the time, date and place of the hearing. Owners of any property within the proposed district may file a written objection to the creation of the district and the ordering of the work to be done, up to the time of the hearing, by submitting an objection to the Municipal Clerk at 155 South Seward Street, Juneau, Alaska or city.clerk@juneau.org. Additionally, any owner affected by the formation of the district may voice their objections to the Assembly at the hearing.

Secondly, we recently received word that the NRCS \$541 million for EWP projects, however, it is unknown how much is designated for presidentially declared disasters and how much would be available for the NRCS project waitlist. NRCS has said they will provide further information on the funding breakdown as they receive it from the Federal Office of Management and Budget.

Thanks - jb

Thanks

John Bohan, PE

CBJ Chief CIP Engineer & Water Superintendent

155 S. Seward St

Juneau AK 99801

(907)586-0876 fax 463-2606

Di Cathcart

From: curt goehring <securtg@gmail.com>
Sent: Wednesday, March 14, 2018 6:50 PM
To: John Bohan
Cc: Joe Heueisen & Joyce Mill (heueisen@gci.net); lebonnett2@gmail.com; getmon50@yahoo.com; mark.g@myersgroupllc.com; egan32@gmail.com; bjorn.wolter@gmail.com; stefanie.dummer@hotmail.com; Sara Race (sara_jones10@hotmail.com); al_steininger@yahoo.com; Al & JoAnn Steininger (steininj@yanoo.com) (steininj@yahoo.com); Curt & Joyce Goehring (joyce.goehring@gmail.com); Michael & Jodi Wise (eodwise@hotmail.com); Bill & Lucy Hudson (lbhudson@gci.net); Matt & Angie Mickle (mickleofak@gmail.com); Josh & Andy Hamilton (tidepoolfools@yahoo.com); Ray & Sheri Vidic (vidic@gci.net); Nico & Susan Bus (nicowbus@gmail.com); Rhonda Bunes (rhonda.bunes@gmail.com); Greg and Sandy Wagner (gregwagner3165@comcast.net); Norman & Donna Staton (kasan@gci.net); Howard Jaeger (bbjaeger@gci.net); Joe Flores (Prheatwave@gmail.com); Jeff Rud (jeffrud@gmail.com); Shaub, Thyes (Thyes@aol.com); cudacraig@gmail.com; Traci Heaton (tracih@ak.net); Scott Heaton (scott@accountablekids.com); John Taber (taberlima@gmail.com); christineshaw@rocketmail.com; jodi_wise1@hotmail.com; Roger Healy; City Clerk; Tom Mattice
Subject: Re: Meander LID
Follow Up Flag: Follow up
Flag Status: Flagged

We've received the LID letter from CBJ and question the substantial increase in the project cost which is now \$11,350,000. The original project was estimated to be \$7,765,780. Why the \$3,584,220 increase? It seems CBJ has once again juggled numbers.

Considering this new amount, other anomalies stand out:

If homeowner 'contribution' (fines) equals \$2,160,000 at a cost of \$80,000 each, math indicates there are 27 properties now included ($27 \times \$80,000 = \$2,160,000$) in the 'project'. First there were 28 homes, then 26 homes, now CBJ suggests there are 27 homes.

Their math is inaccurate in the total amount of the project. If homeowners must pay \$2,160,000, CBJ pays \$2,935,000 (**formerly \$265,000**), and NRCS pays \$6,330,000 that total is \$11,425,000 and not \$11,350,000 as indicated in the letter. CBS's math mistakes may seem trivial but it does lend additional doubt as to their credibility.

The average cost of the project for each of the (now) 27 properties affected is \$423,148 (\$11,425,000 divided by 27 homes) which is quite possibly more than the value of some of the homes this ridiculously expensive project affects. Can no one else recognize the folly of this project and the waste of personal and tax

dollars? It's taken CBJ well over a year now, in the face of growing opposition, to reach this point while continuously changing numbers in both homeowner properties affected and project costs. If you're not frustrated by now, you should be. Or perhaps you can afford the \$80,000 'contribution'. We can't!

Every homeowner should carefully **read the entire packet** of information which was submitted to the COW by the CBJ Engineering and Public Works Department for the the January 29 COW meeting. The information can be found at web site: <https://beta.juneau.org/assembly/committee-of-the-whole>. Significant points in that package include the CBJ need to finance the re-map the FEMA base flood elevations due to the NRCS-project rise in the river level upstream due to the constriction of the river channel caused by this project. If that occurs, every homeowner with a federally regulated mortgage would be mandated to acquire flood insurance. There's the Jan 2, 2018 NRCS letter from Robert Jones, head of Alaska's NRCS office, where he recognizes CBJ's inability to 'iron out' sponsorship decisions (of the project) for over a year. He also mentions 'some homeowner's resistance in feeling the project is over designed'. He makes the statement that **CBJ or the homeowners can 'hire a consulting engineering firm to perform a separate design' and this separate design may utilize EWPP funds for up to 75% of the cost of the project.** That's something we have strongly recommended from the outset.

It's unfathomable to us why this project is still under consideration and why any homeowner is willing to selfishly grab enormous taxpayer funds for their own benefit. As we sit in the meetings and hear the CBJ Assembly member's insincerity as they 'sympathize' at the high cost (\$80,000 fixed now) each homeowner is expected to pay for this outrageous project, we wonder how they'd really feel if the money was to come out of their pocket. Quite differently we're sure. It's frustrating to be unable to comment on the benign discussions, inaccurate and incomplete answers to Assembly members, and the ongoing inability for the CBJ Assembly to make a decision on this incredibly wasteful project. We will continue to strongly oppose the LID and encourage all homeowners to educate themselves by reading the above-mentioned information.

Lastly, if the cost cap per homeowner is now \$80,000 homeowners should insist CBJ bear the cost of acquiring those easements through the process of eminent domain and pay homeowners for property taken. We plan on doing so.

We'd like this information included in the public record.

Curtis Goehring

On Mon, Mar 12, 2018 at 5:19 PM, John Bohan <John.Bohan@juneau.org> wrote:

Dear Residents,

You will be receiving the formal notification for the formation of proposed riverbank shoreline protection LID in your neighborhood by certified mail (or already have). A copy of the mailed packet is attached for your reference.

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Thanks - jb

Thanks

Johu Bokau, PE

CBJ Chief CIP Engineer & Water Superintendent

155 S. Seward St

Juneau AK 99801

[\(907\)586-0876](tel:(907)586-0876) fax 463-2606

Di Cathcart

From: Bjorn Wolter <bjorn.wolter@gmail.com>
Sent: Sunday, March 18, 2018 4:00 PM
To: City Clerk
Cc: Stefanie Wolter
Subject: Written objection to proposed Meander Riverbank LID

Follow Up Flag: Follow up
Flag Status: Flagged

To whom it may concern,

I am writing to file an official objection to the proposed Meander River Erosion LID (LID 200, file 1993). While I do in general support an effort to stabilize the riverbank along this stretch of river, the proposed action is too costly and there are too many questions outstanding regarding the project for me to support it. My specific objections are as follow:

1. The **project design**. Frankly, the project is over-designed. I have been involved in the meetings with NRCS from the first, and have never received a satisfactory explanation as to why the proposed project costs so much money over alternative options – especially since the NCRS is unwilling to make ANY guarantee as to the longevity of the improvements. Additionally, the NRCS **insists** on instilling a chain link fence that none of us want, AND in completely clearing all trees from the bank. The unwillingness of the engineering team to consider homeowner desires is unacceptable. If we are paying for this, it should be a product that is acceptable to all of us.
2. The **project cost**. Since the first meeting regarding this project, costs have fluctuated wildly. The original project was estimated to be \$7,765,780, but the most recent letter stated a cost of \$11,350,000 – an unexplained increase of more than \$3,500,000! The number of involved properties constantly changes too. The city owns lots affected, and in some communications we are being told they will pay a fair share, while in others it appears they have been excluded from calculations. Additionally, there are many questions regarding the overall project costs as many line items appear to be grossly inflated. In the cost breakdowns provided to us in the autumn of 2017, NRCS had cost estimates for rock fill that were more than **quintuple** the cost recently incurred by residents making emergency repairs. Several homeowners including myself asked for, but did not receive, an explanation for this inflated cost, which causes me to question all the cost estimates made. Even the proposed cap of \$80,000 represents an extraordinary burden on most property owners.
3. **Lack of consistent message**. At the 1/29/2018 COW meeting, there was a vote to re-poll the neighborhood regarding continued support for the project. That has **NOT** happened. Given our concerns, the lack of communication from CBJ and the inability for us to provide updated feedback is both concerning and frustrating.
4. Inability to transfer **LID costs**. Probably my biggest concern regarding this project is that we have been led to understand all LID costs are solely the responsibility of the current owner, and cannot be transferred upon sale of the house. This ridiculous. In effect it lowers our property values. If this is to happen CBJ should reflect the lower value in our property tax assessment.

Thank you,

Sincerely,

Bjorn & Stefanie Wolter
 3335 Meander Way

Di Cathcart

From: John Bohan
Sent: Friday, March 16, 2018 5:02 PM
To: 'Joe Heueisen & Joyce Mill (heueisen@gci.net)'; 'lebonnett2@gmail.com'; 'getmon50@yahoo.com'; 'mark.g@myersgrouppllc.com'; 'egan32@gmail.com'; 'bjorn.wolter@gmail.com'; 'stefanie.dummer@hotmail.com'; 'Goehring, Curt & Joyce (securtg@gmail.com)'; 'Sara Race (sara_jones10@hotmail.com)'; 'al_steininger@yahoo.com'; 'Al & JoAnn Steininger (steininj@yanoo.com) (steininj@yahoo.com)'; 'Curt & Joyce Goehring (joyce.goehring@gmail.com)'; 'Michael & Jodi Wise (eodwise@hotmail.com)'; 'Bill & Lucy Hudson (lbhudson@gci.net)'; 'Matt & Angie Mickle (mickleofak@gmail.com)'; 'Josh & Andy Hamilton (tidepoolfools@yahoo.com)'; 'Ray & Sheri Vidic (vidic@gci.net)'; 'Nico & Susan Bus (nicowbus@gmail.com)'; 'Rhonda Buness (rhonda.buness@gmail.com)'; 'Greg and Sandy Wagner (gregwagner3165@comcast.net)'; 'Norman & Donna Staton (kasan@gci.net)'; 'Howard Jaeger (bbjaeger@gci.net)'; 'Joe Flores (Prheatwave@gmail.com)'; 'Jeff Rud (jeffrud@gmail.com)'; 'Shaub, Thyres (Thyres@aol.com)'; 'cudacraig@gmail.com'; 'Traci Heaton (tracih@ak.net)'; 'Scott Heaton (scott@accountablekids.com)'; 'John Taber (taberlima@gmail.com)'; 'christineshaw@rocketmail.com'; 'stefanie.dummer@hotmail.com'; 'jodi_wise1@hotmail.com'
Cc: Roger Healy; City Clerk; Tom Mattice
Subject: Meander Riverbank Proposed LID Public Hearing Rescheduled to April 23 Assembly Meeting

Dear Residents,

Public Hearing Rescheduled:

Due to an advertising issue with the Juneau Empire we were unable to meet the CBJ code required 30 day public notification advertisement within the Empire so we have to reschedule the public hearing to the Monday April 23, 2018, 7:00 PM Assembly Meeting in the Assembly Chambers at 155 S. Seward Street, Juneau AK. We will be sending out new LID notifications via certified mail and posting the public notification in the Empire next week. We apologize for the inconvenience.

FAQs

We have received a couple of general questions that are answered below for your help:

- Q. "I know the letter states that the interest rate is not known at this time. However, I would like to know what method will be used to calculate interest? (simple? compound? like a mortgage?) If you could provide a math example of how it will be done, that would be helpful for me."
 - A. Interest / Payment Calculation: Basically simple interest calculation, the principal is equally spread over the full term of the payment and the interest is compounded annually. See the sample table for a 10 year repayment below (term and rate is provided as example only, final term and rate would be set at close out of LID after the completion of project)

			5.50%		
Year	Bal	Principal	Interest	Payment	per Month
0	\$80,000.00				
1	\$72,000.00	\$8,000.00	(\$4,400.00)	\$12,400.00	\$1,033.33
2	\$64,000.00	\$8,000.00	(\$3,960.00)	\$11,960.00	\$996.67
3	\$56,000.00	\$8,000.00	(\$3,520.00)	\$11,520.00	\$960.00
4	\$48,000.00	\$8,000.00	(\$3,080.00)	\$11,080.00	\$923.33
5	\$40,000.00	\$8,000.00	(\$2,640.00)	\$10,640.00	\$886.67
6	\$32,000.00	\$8,000.00	(\$2,200.00)	\$10,200.00	\$850.00
7	\$24,000.00	\$8,000.00	(\$1,760.00)	\$9,760.00	\$813.33
8	\$16,000.00	\$8,000.00	(\$1,320.00)	\$9,320.00	\$776.67
9	\$8,000.00	\$8,000.00	(\$880.00)	\$8,880.00	\$740.00
10	\$0.00	\$8,000.00	(\$440.00)	\$8,440.00	\$703.33
Interest Rate= 5.50%			Grand Total:	\$104,200.00	

- Q. "It is stated in the ordinance that there are businesses in the proposed local improvement district (section 2, page 2). What businesses are in the proposed local improvement district? "
- A. There are no businesses in the proposed LID – this is standard language used in all of the LID Ordinances
- Q. "It is stated that the LID is necessary for maintenance of health. Could you please let me know what the health risks are? I tried to find them in previous documents and couldn't find any. So any information you have on the health risks being referred to in the ordinance would be very appreciated."
- A. This is standard language used in all of the LID Ordinance referring to, and including all potential risks (not just health) including (excerpt from the ordinance):
"... the deterrence to property development, maintenance of property values, health, safety and welfare of the businesses, employees, and property owners in the proposed local improvement district..."
- Q. "In the attachment, it says letters have to be mailed in. In the email, it says letters can be emailed in to the Municipal Clerk. I just want to be clear, can letters be emailed or do they have to be mailed in? "
- A. Written comments can be submitted in any form, mail, email, fax, hand delivered to the Municipal Clerk, or in person at the public hearing.

Thanks

Johu Bohan, PE

CBJ Chief CIP Engineer & Water Superintendent

155 S. Seward St

Juneau AK 99801

(907)586-0876 fax 463-2606

Di Cathcart

From: John Bohan
Sent: Monday, March 19, 2018 7:32 AM
To: 'Bjorn Wolter'
Cc: Roger Healy; City Clerk; Tom Mattice
Subject: RE: Meander Riverbank Proposed LID Public Hearing Rescheduled to April 23 Assembly Meeting

Mr. Wolter, The Assembly provided us clear direction, draft the LID ordinance and present to the Assembly. The minute excerpts from both meetings(11/20/17 and 1/29/18) are below. You can provide your written comments about the LID to the Municipal Clerk by mail, to 155 S. Seward Street, Juneau AK; by email at city.clerk@juneau.org; or in person at the public hearing on April 23, 2018.

From the Nov 20, 2017 COW meeting minutes:

***MOTION**, by Kiehl, to direct staff to bring back an LID ordinance that assesses each property at \$80,000*

Mr. Jones objected.

Roll call:

Aye: Becker, Edwardson, Gladyszewski, Gregory, Kiehl

Nay: Jones, Weldon, Koelsch

Motion passed, 5 ayes, 3 nays.

Ms. Gladyszewski asked for more information about the six inch flood level rise and the risks and liabilities objection, it was so ordered.

From the Jan 29, 2018 COW meeting minutes : *"...Mr. Kiehl said the Assembly had directed the drafting of an LID ordinance in November. He restated the motion adopted at the November 20, 2017 meeting, 'to bring back an LID ordinance that assesses each property at \$80,000.' He said the Assembly has held many meetings and has articulated many public purposes. The LID ordinance is likely the only way to get a decision"*

C. Meander Way - Mendenhall River Bank Stabilization

Roger Healy spoke to his memo updating the status of the Meander Bend project, which outlines some is commitment from Congress but once that is achieved there is a 220 day time frame to complete a project were produced in 2015, based on information from 2003, and do not include information gained from the NRCS predicted a rise in base flood level above this project by .7 feet if installed. If CBJ moves forward with participates in the National Flood Insurance Program and the updates occur for a variety of reasons. The Assembly asked several questions and discussed flood elevations and flood plain mapping. Mr. Nankervis asked about polling the neighborhood regarding an LID with a property owner participation. Mr. Kiehl said the Assembly had directed the drafting of an LID ordinance in November. He restated the Assembly has held many meetings and has articulated many public purposes. The LID ordinance is likely Following discussion, and hearing no objection, the committee tabled the matter pending receipt of information.

Thanks
John Bohan, PE
 CBJ Chief CIP Engineer & Water Superintendent
 155 S. Seward St
 Juneau AK 99801
 (907)586-0876 fax 463-2606

From: Bjorn Wolter [mailto:bjorn.wolter@gmail.com]
Sent: Sunday, March 18, 2018 3:58 PM
To: John Bohan
Cc: Roger Healy; City Clerk; Tom Mattice
Subject: Re: Meander Riverbank Proposed LID Public Hearing Rescheduled to April 23 Assembly Meeting

John,

My understanding was that at the 1/29/2018 COW meeting, there was agreement to re-poll the neighborhood regarding continued interest in the project PRIOR to any further action. Why has that not happened???

Bjorn Wolter
 3335 Meander Way

From: John Bohan <John.Bohan@juneau.org>
Date: Friday, March 16, 2018 at 5:01 PM
To: ""Joe Heueisen & Joyce Mill (heueisen@gci.net)"" <heueisen@gci.net>, ""lebonnett2@gmail.com"" <lebonnett2@gmail.com>, ""getmon50@yahoo.com"" <getmon50@yahoo.com>, ""mark.g@myersgroupllc.com"" <mark.g@myersgroupllc.com>, ""egan32@gmail.com"" <egan32@gmail.com>, Bjorn Wolter <bjorn.wolter@gmail.com>, ""stefanie.dummer@hotmail.com"" <stefanie.dummer@hotmail.com>, ""Goehring, Curt & Joyce (securtg@gmail.com)"" <securtg@gmail.com>, ""Sara Race (sara_jones10@hotmail.com)"" <sara_jones10@hotmail.com>, ""al_steininger@yahoo.com"" <al_steininger@yahoo.com>, ""Al & JoAnn Steininger (steininj@yanoo.com)"" <steininj@yahoo.com>, ""Curt & Joyce Goehring (joyce.goehring@gmail.com)"" <joyce.goehring@gmail.com>, ""Michael & Jodi Wise (eodwise@hotmail.com)"" <eodwise@hotmail.com>, ""Bill & Lucy Hudson (lbhudson@gci.net)"" <lbhudson@gci.net>, ""Matt & Angie Mickle (mickleofak@gmail.com)"" <mickleofak@gmail.com>, ""Josh & Andy Hamilton (tidepoolfools@yahoo.com)"" <tidepoolfools@yahoo.com>, ""Ray & Sheri Vidic (vidic@gci.net)"" <vidic@gci.net>, ""Nico & Susan Bus (nicowbus@gmail.com)"" <nicowbus@gmail.com>, ""Rhonda Buness (rhonda.buness@gmail.com)"" <rhonda.buness@gmail.com>, ""Greg and Sandy Wagner (gregwagner3165@comcast.net)"" <gregwagner3165@comcast.net>, ""Norman & Donna Staton (kasan@gci.net)"" <kasan@gci.net>, ""Howard Jaeger (bbjaeger@gci.net)"" <bbjaeger@gci.net>, ""Joe Flores (Prheatwave@gmail.com)"" <Prheatwave@gmail.com>, ""Jeff Rud (jeffrud@gmail.com)"" <jeffrud@gmail.com>, ""Shaub, Thyes (Thyes@aol.com)"" <Thyes@aol.com>, ""cudacraig@gmail.com"" <cudacraig@gmail.com>, ""Traci Heaton (tracih@ak.net)"" <tracih@ak.net>, ""Scott Heaton (scott@accountablekids.com)"" <scott@accountablekids.com>, ""John Taber (taberlima@gmail.com)"" <taberlima@gmail.com>, ""christineshaw@rocketmail.com"" <christineshaw@rocketmail.com>, ""stefanie.dummer@hotmail.com"" <stefanie.dummer@hotmail.com>, ""jodi_wise1@hotmail.com"" <jodi_wise1@hotmail.com>
Cc: Roger Healy <Roger.Healy@juneau.org>, City Clerk <City.Clerk@juneau.org>, Tom Mattice <Tom.Mattice@juneau.org>
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A. There are no businesses in the proposed LID – this is standard language used in all of the LID Ordinances

Q. "It is stated that the LID is necessary for maintenance of health. Could you please let me know what the health risks are? I tried to find them in previous documents and couldn't find any. So any information you have on the health risks being referred to in the ordinance would be very appreciated."

A. This is standard language used in all of the LID Ordinance referring to, and including all potential risks (not just health) including (excerpt from the ordinance):

"... the deterrence to property development, maintenance of property values, health, safety and welfare of the businesses, employees, and property owners in the proposed local improvement district..."

Q. "In the attachment, it says letters have to be mailed in. In the email, it says letters can be emailed in to the Municipal Clerk. I just want to be clear, can letters be emailed or do they have to be mailed in? "

A. Written comments can be submitted in any form, mail, email, fax, hand delivered to the Municipal Clerk, or in person at the public hearing.

Thanks

John Bohan, PE

CBJ Chief CIP Engineer & Water Superintendent

155 S. Seward St

Juneau AK 99801

From: Nico Bus
To: ["Nelson, Brett - NRCS, Palmer, AK" \(brett.nelson@ak.usda.gov\)](#); [Al & JoAnn Steininger \(steinini@yanoo.com\)](#); [Andy and Joshua Hamilton; Bjorn Wolter \(bjorn.wolter@gmail.com\)](#); [Bonnett, Louis & Edith; Borough Assembly; Brian Goettler \(getmon50@yahoo.com\)](#); [Bud Jaeger; Carla White \(carlawhite99801@gmail.com\)](#); [Carla wood; Edwardson, Rob; Egan, Dennis; Egan, Dennis & Margaret; Goehring, Curt & Joyce; Greg Wagner; Heidi & John Boucher \(heidiboucher@me.com\)](#); [Jeff Rud; Joe Flores; Joe Heueisen & Joyce Mill \(heueisen@gci.net\)](#); [joe Hudson; John Bohan; John Taber \(taberlima@gmail.com\)](#); [Justin Parish; Kito, Sam; Loretta Neal; Lucy & Bill Hudson; Mark Graham; Matt Mickle; Michael & Jodi Wise; Norman Staton; Ray & Sheri Vidic; Rhonda Bunes; Roger Healy; Sam Hatch; Sara Race \(sara_jones10@hotmail.com\)](#); [Scott Heaton \(scott@accountablekids.com\)](#); [Shaub, Thyes; Shaw, Christine; Staton, Donna; Steininger, Al; Suzi Bus; Timothy, Jackie; Tom Mattice; Traci Heaton \(traci@ak.net\)](#); [White, Ben; Will Race](#)
Subject: LID 200 Mendenhall River Erosion - comments
Date: Tuesday, March 20, 2018 4:26:29 PM

Greetings,

Just learned that the public hearing on our Riverbank Restoration LID has been rescheduled from April 2, 2018, to April 23, 2018, which is unfortunate as we will be out of town on the 23rd, and we could have made the April 2, 2018, meeting.

We have been trying to keep this project moving forward and keep all property owners involved. The number of participants changed and so has the estimated amount of the project.

In September 2017 we had a verbal commitment from all 27 property owners to participate in a project if the individual contribution could be capped at \$40,000 per property. The reason for this was, in part, that it provided certainty, and it was a "reasonable" amount which even the most reluctant homeowners could support. Two property owners felt they no longer could wait so they contracted to have their riverbank repair work done in the spring of 2017, at their own expense, and although it was not to the ideal standards they paid ~\$35,000 each to have the work done and the work seemed to be effective in stopping any further erosion to date..

The benefit of a CBJ sponsored project is that we all meet the same standard and protect our homes and the values of the properties. The problem is the significant cost - it is too high!

The problem of homeowners doing their own repair work is that it may be to different standards and NOT all adjacent owners will participate, which results in gaps which can be easily breached thus negating any of the work done. This is the situation between our property (we reinforced our riverbank in the 90's and it still is holding), and the two lots reinforced in 2017. The three property owners in between are awaiting action from the CBJ/NRCS.

We have asked for input with the CBJ and the NRCS in modifying this design of the repair to our riverbanks - this has not yet happened. The CBJ is taking its lead in the design from the NRCS and the NRCS (over)designed the project to avoid any future liability. We feel a modified design will lower the cost and will have less impact on our properties. Although we appreciate all the work done by both the CBJ and the NRCS it is hard to approve an LID costing \$80,000 per property at this time. Just this last month the NRCS suggested we hire another engineer to come up with a design in which we have input and they'll pay 75% of this cost?

Time is a concern as the river keeps eroding several properties in an obvious way and many other properties without the owners realizing this. We started this project in 2015 and now it is April 2018; we still don't know if we will get federal funding. Last year two homeowners repaired their riverbanks and if there is no CBJ/NRCS action this year many more owners will

have to go it alone.

We voted on several different LID proposals - the first one impacted only 8 properties and we had a 100% agreement to go ahead. The project then expanded to 30 properties and was deemed to broad so it shrunk back to 27 properties, with ~16 agreeing to proceed in an informal vote n August 2017? The people against the project were very vocal and brought up many valid issues. I am not sure what the informal votes mean and I feel since the vote was taken last Fall more people changed their minds.

My question for the Assembly would be" will the CBJ proceed with the project with a simple majority?"

I do appreciate the 15-year repayment plan as stated in the March 1, 2018, letter.

Good luck in your deliberations.

Nico and Susan Bus
3433 Meander Way

Di Cathcart

From: curt goehring <securtg@gmail.com>
Sent: Thursday, March 22, 2018 6:01 PM
To: John Bohan
Cc: Joe Heueisen & Joyce Mill (heueisen@gci.net); lebonnett2@gmail.com; getmon50@yahoo.com; mark.g@myersgroupllc.com; egan32@gmail.com; bjorn.wolter@gmail.com; stefanie.dummer@hotmail.com; Sara Race (sara_jones10@hotmail.com); al_steininger@yahoo.com; Al & JoAnn Steininger (steininj@yanoo.com) (steininj@yahoo.com); Curt & Joyce Goehring (joyce.goehring@gmail.com); Michael & Jodi Wise (eodwise@hotmail.com); Bill & Lucy Hudson (lbhudson@gci.net); Matt & Angie Mickle (mickleofak@gmail.com); Josh & Andy Hamilton (tidepoolfools@yahoo.com); Ray & Sheri Vidic (vidic@gci.net); Nico & Susan Bus (nicowbus@gmail.com); Rhonda Bunes (rhonda.bunes@gmail.com); Greg and Sandy Wagner (gregwagner3165@comcast.net); Norman & Donna Staton (kasan@gci.net); Howard Jaeger (bbjaeger@gci.net); Joe Flores (Prheatwave@gmail.com); Jeff Rud (jeffrud@gmail.com); Shaub, Thy (Thyes@aol.com); cudacraig@gmail.com; Traci Heaton (traci@ak.net); Scott Heaton (scott@accountablekids.com); John Taber (taberlima@gmail.com); christineshaw@rocketmail.com; jodi_wise1@hotmail.com; Roger Healy; City Clerk; Tom Mattice
Subject: Re: Meander Riverbank Proposed LID Public Hearing Rescheduled to April 23 Assembly Meeting

John,

I have questions as well that have gone unanswered:

1. Why the tremendous increase in overall project costs? Why the jump from \$7,800,000 to now over \$11,000,000? Why the increase in CBJ share?
2. In the last COW there was mention of another homeowner vote. Will there be another vote taken to discern level of homeowner support?
3. Will CBJ consider loss of homeowner support? Or if homeowners do not register their support or opposition, will homeowner's opinion not be a consideration any longer
4. Has CBJ given any consideration whatsoever to seeking a separate, less costly, more realistic design as suggested by the Alaska head of NRCS, Robert Jones, suggested and offered that NRCS would still offer 75% funding for an alternative design?

We feel homeowner support is waning and still feel the cost homeowners are being assessed, many against their will, is outrageous. We also feel this project represents a huge waste of taxpayer and personal dollars. Once again, I encourage every homeowner who may be opposed to this project to register your opposition.
 Curtis Goehring

On Fri, Mar 16, 2018 at 5:01 PM, John Bohan <John.Bohan@juneau.org> wrote:

Dear Residents,

Public Hearing Rescheduled:

Due to an advertising issue with the Juneau Empire we were unable to meet the CBJ code required 30 day public notification advertisement within the Empire so we have to reschedule the public hearing to the Monday April 23, 2018, 7:00 PM Assembly Meeting in the Assembly Chambers at [155 S. Seward Street, Juneau AK](#). We will be sending out new LID notifications via certified mail and posting the public notification in the Empire next week. We apologize for the inconvenience.

FAQs

We have received a couple of general questions that are answered below for your help:

Q. "I know the letter states that the interest rate is not known at this time. However, I would like to know what method will be used to calculate interest? (simple? compound? like a mortgage?) If you could provide a math example of how it will be done, that would be helpful for me."

A. Interest / Payment Calculation: Basically simple interest calculation, the principal is equally spread over the full term of the payment and the interest is compounded annually. See the sample table for a 10 year repayment below (term and rate is provided as example only, final term and rate would be set at close out of LID after the completion of project)

			5.50%		
Year	Bal	Principal	Interest	Payment	per Month
0	\$80,000.00				
1	\$72,000.00	\$8,000.00	(\$4,400.00)	\$12,400.00	\$1,033.33
2	\$64,000.00	\$8,000.00	(\$3,960.00)	\$11,960.00	\$996.67
3	\$56,000.00	\$8,000.00	(\$3,520.00)	\$11,520.00	\$960.00
4	\$48,000.00	\$8,000.00	(\$3,080.00)	\$11,080.00	\$923.33
5	\$40,000.00	\$8,000.00	(\$2,640.00)	\$10,640.00	\$886.67
6	\$32,000.00	\$8,000.00	(\$2,200.00)	\$10,200.00	\$850.00
7	\$24,000.00	\$8,000.00	(\$1,760.00)	\$9,760.00	\$813.33
8	\$16,000.00	\$8,000.00	(\$1,320.00)	\$9,320.00	\$776.67
9	\$8,000.00	\$8,000.00	(\$880.00)	\$8,880.00	\$740.00
10	\$0.00	\$8,000.00	(\$440.00)	\$8,440.00	\$703.33
Interest Rate= 5.50%			Grand Total:	\$104,200.00	

Q. “It is stated in the ordinance that there are businesses in the proposed local improvement district (section 2, page 2). What businesses are in the proposed local improvement district? “

A. There are no businesses in the proposed LID – this is standard language used in all of the LID Ordinances

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A. Written comments can be submitted in any form, mail, email, fax, hand delivered to the Municipal Clerk, or in person at the public hearing.

Thanks

John Bohan, PE

CBJ Chief CIP Engineer & Water Superintendent

[155 S. Seward St](#)

[Juneau AK 99801](#)

[\(907\)586-0876](#) fax 463-2606

Di Cathcart

From: John Bohan
Sent: Friday, March 23, 2018 10:51 AM
To: 'curt goehring'; Joe Heueisen & Joyce Mill (heueisen@gci.net); lebonnett2@gmail.com; getmon50@yahoo.com; mark.g@myersgroupllc.com; egan32@gmail.com; bjorn.wolter@gmail.com; stefanie.dummer@hotmail.com; Sara Race (sara_jones10@hotmail.com); al_steininger@yahoo.com; Al & JoAnn Steininger (steininj@yanoo.com) (steininj@yahoo.com); Curt & Joyce Goehring (joyce.goehring@gmail.com); Michael & Jodi Wise (eodwise@hotmail.com); Bill & Lucy Hudson (lbhudson@gci.net); Matt & Angie Mickle (mickleofak@gmail.com); Josh & Andy Hamilton (tidepoolfools@yahoo.com); Ray & Sheri Vidic (vidic@gci.net); Nico & Susan Bus (nicowbus@gmail.com); Rhonda Bunes (rhonda.bunes@gmail.com); Greg and Sandy Wagner (gregwagner3165@comcast.net); Norman & Donna Staton (kasan@gci.net); Howard Jaeger (bbjaeger@gci.net); Joe Flores (Prheatwave@gmail.com); Jeff Rud (jeffrud@gmail.com); Shaub, Thyes (Thyes@aol.com); cudacraig@gmail.com; Traci Heaton (tracih@ak.net); Scott Heaton (scott@accountablekids.com); John Taber (taberlima@gmail.com); christineshaw@rocketmail.com; jodi_wise1@hotmail.com; Roger Healy; City Clerk; Tom Mattice
Subject: RE: Meander Riverbank Proposed LID Public Hearing Rescheduled to April 23 Assembly Meeting

Mr. Goehring, please find responses embedded within your questions below:

John,

I have questions as well that have gone unanswered:

1. Why the tremendous increase in overall project costs? Why the jump from \$7,800,000 to now over \$11,000,000? Why the increase in CBJ share?

As this project would have Federal funding, CBJ would have to follow the Uniform Relocation Act for acquiring easements for the project, increasing the original estimated costs. Eminent Domain costs have also been added to the revised estimate.

2. In the last COW there was mention of another homeowner vote. Will there be another vote taken to discern level of homeowner support?

The Assembly COW directed staff to proceed forward with the LID ordinance with \$80k assessment for each property. Another informal vote will not be taken. Any comments of support or opposition should be addressed to the City Clerk prior to the public hearing or at the public hearing for the Assembly to consider during the deliberation of the LID Ordinance.

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This is a matter for the CBJ Assembly to determine at the public hearing. The CBJ LID Code states:

15.10.060 Protests and revisions.

If written protests as to the necessity of the local improvements are filed with the municipality or at the hearings by owners of benefitted real property which will bear 50 percent or more portion of the estimated cost of the improvement which will be borne by owners of benefitted property, the improvement shall not proceed until the protests have been reduced so that the property of those still protesting shall not bear 50 percent of the estimated cost of the improvement provided however, that the assembly by ordinance may authorize the improvement by an affirmative vote of eight members.

(CBJ Code 1970, § 15.10.060; Serial No. 70-17, § 3, 1970)

4. Has CBJ given any consideration whatsoever to seeking a separate, less costly, more realistic design as suggested by the Alaska head of NRCS, Robert Jones, suggested and offered that NRCS would still offer 75% funding for an alternative design?

The CBJ has not. The CBJ is relying on the NRCS as the expert on riverbank stabilization.

We feel homeowner support is waning and still feel the cost homeowners are being assessed, many against their will, is outrageous. We also feel this project represents a huge waste of taxpayer and personal dollars. Once again, I encourage every homeowner who may be opposed to this project to register your opposition.

Curtis Goehring

Di Cathcart

From: Brian Goettler <getmon50@yahoo.com>
Sent: Sunday, March 25, 2018 9:03 PM
To: 'curt goehring'; Joe Heueisen & Joyce Mill (heueisen@gci.net); lebonnett2@gmail.com; mark.g@myersgroupllc.com; egan32@gmail.com; bjorn.wolter@gmail.com; stefanie.dummer@hotmail.com; Sara Race (sara_jones10@hotmail.com); al_steininger@yahoo.com; Al & JoAnn Steininger (steininj@yanoo.com) (steininj@yahoo.com); Curt & Joyce Goehring (joyce.goehring@gmail.com); Michael & Jodi Wise (eodwise@hotmail.com); Bill & Lucy Hudson (lbhudson@gci.net); Matt & Angie Mickle (mickleofak@gmail.com); Josh & Andy Hamilton (tidepoolfools@yahoo.com); Ray & Sheri Vidic (vidic@gci.net); Nico & Susan Bus (nicowbus@gmail.com); Rhonda Bunes (rhonda.bunes@gmail.com); Greg and Sandy Wagner (gregwagner3165@comcast.net); Norman & Donna Staton (kasan@gci.net); Howard Jaeger (bbjaeger@gci.net); Joe Flores (Prheatwave@gmail.com); Jeff Rud (jeffrud@gmail.com); Shaub, Thy (Thyes@aol.com); cudacraig@gmail.com; Traci Heaton (tracih@ak.net); Scott Heaton (scott@accountablekids.com); John Taber (taberlima@gmail.com); christineshaw@rocketmail.com; jodi_wise1@hotmail.com; Roger Healy; City Clerk; Tom Mattice; John Bohan
Subject: Re: RE: Meander Riverbank Proposed LID Public Hearing Rescheduled to April 23 Assembly Meeting

Here's the history - we had 80% support at \$78,500 with uncertainty and no cap about a year ago (a total of 4-5 of us said no). We had close to unanimous agreement at \$40K.

Now we have costs capped at \$80K. Why would project costs (whether rising or not) be an issue if we have a cap ? Why would support be waning????

With no disrespect to those that had no choice but act - none of us want this bill, but - YOU CAN SPEND \$35K TO THROW ROCK ON THE BANK AND HOPE THAT'S ENOUGH, or spend a little over double that to have a permanent solution that will last 30+ years, get you out of uncertainty regarding selling/keeping your place, be financed over 15 years, and that CBJ will maintain/support.

We can argue until the river laps at our door about the NRCS design or cheaper solutions, but it doesn't appear that we have much alternative. The NRCS is the professional engineered solution, and we don't have another one. They've got no stake in this other than to help us out and engineer a solution that their vast experience says will work for the long term. Do you want to roll the dice on alternatives?

The choice (to me) is obvious. Please don't let those in for the short term or short term fix be your guide.

On Friday, March 23, 2018, 10:50:57 AM AKDT, John Bohan <John.Bohan@juneau.org> wrote:

Mr. Goehring, please find responses embedded within your questions below:

John,

I have questions as well that have gone unanswered:

1. Why the tremendous increase in overall project costs? Why the jump from \$7,800,000 to now over \$11,000,000? Why the increase in CBJ share?

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Curtis Goehring

From: lbhudson@gci.net [<mailto:lbhudson@gci.net>]

Sent: Friday, March 30, 2018 8:26 AM

To: John Bohan

Subject: RE: Meander Riverbank Proposed LID Public Hearing Rescheduled to April 23 Assembly Meeting

Dear Sir,

I am temporarily lodged in Colorado with my wife who is receiving special care for a brain disorder.

I am very opposed to the per lot increase to eighty thousand dollars. Especially given our increased expenses here in Colorado. I do support the forty thousand dollar per lot proposal.

My son Joe and Karen are caring for our home until we return, if that is possible.

Please let me know what more I need to do in this matter.

Bill Hudson

Telephone. 907 601 7887

From: Joe Heueisen
To: [City Clerk](#)
Subject: LID 200 Mendenhall River Erosion-Meander Way and Rivercourt
Date: Friday, March 30, 2018 9:41:24 AM

CBJ Assembly Members,

I am a property owner on Meander Way. As such, I am in favor of the proposed LID as presented in the information that I received by registered mail dated 3/20/18.

Thank you for your help and consideration!

JJH

Joe Heueisen

3311 Meander Way
Juneau, AK 99801
Home: 907.789.3232
Cell: 907.321.3232
heueisen@gci.net

From: John Bohan
To: "curt goehring"; "Joe Heuelsen & Joyce Mill (heuelsen@gci.net)"; "lebonnett2@gmail.com"; "getmon50@yahoo.com"; "mark.g@myersgroupllc.com"; "egan32@gmail.com"; "bjorn.wolter@gmail.com"; "stefanie.dummer@hotmail.com"; "Sara Race (sara_jones10@hotmail.com)"; "al_steininger@yahoo.com"; "Al & JoAnn Steininger (steininj@yanoo.com) (steininj@yahoo.com)"; "Curt & Joyce Goehring (joyce.goehring@gmail.com)"; "Michael & Jodi Wise (eodwise@hotmail.com)"; "Bill & Lucy Hudson (lbhudson@gci.net)"; "Matt & Angie Mickle (mickleofak@gmail.com)"; "Josh & Andy Hamilton (tidepoolfools@yahoo.com)"; "Ray & Sheri Vidic (vidic@gci.net)"; "Nico & Susan Bus (nicowbus@gmail.com)"; "Rhonda Bunness (rhonda.bunness@gmail.com)"; "Greg and Sandy Wagner (gregwagner3165@comcast.net)"; "Norman & Donna Staton (kasan@gci.net)"; "Howard Jaeger (bbjaeger@gci.net)"; "Joe Flores (Prheatwave@gmail.com)"; "Jeff Rud (jeffrud@gmail.com)"; "Shaub Thyges (Thyges@aol.com)"; "cudacraig@gmail.com"; "Traci Heaton (tracih@ak.net)"; "Scott Heaton (scott@accountablekids.com)"; "John Taber (taberlima@gmail.com)"; "christineshaw@rocketmail.com"; "jodi_wise1@hotmail.com"; Roger Healy; City Clerk; Tom Mattice
Subject: RE: Meander Riverbank Proposed LID Public Hearing Rescheduled to April 23 Assembly Meeting
Date: Friday, March 30, 2018 7:36:12 AM
Attachments: image001.png

Dear Meander Neighbors;

I have been informed there may be confusion regarding another informal ballot/vote and how to register comments, support or objection to the formation of the LID:

There will not be another ballot circulated to the property owners. The only way to provide comment and register support or objection for the proposed LID is **IN WRITING** to the Municipal Clerk prior to the public hearing on April 23, 2018 in one of the following ways:

Email: city.clerk@juneau.org

Mail: CBJ City Clerk
 155 S. Seward Street
 Juneau Alaska

Fax: (907)586-4552

In Person: City Clerk's Office
 155 S. Seward Street
 Juneau Alaska

You may also testify in person to the Assembly at the April 23 Public Hearing for the proposed LID.

Thanks
 John Bohan, PE
 CBJ Chief CIP Engineer & Water Superintendent
 155 S. Seward St
 Juneau AK 99801
 (907)586-0876 fax 463-2606

From: John Bohan
Sent: Friday, March 23, 2018 10:51 AM
To: "curt goehring"; Joe Heuelsen & Joyce Mill (heuelsen@gci.net); lebonnett2@gmail.com; getmon50@yahoo.com; mark.g@myersgroupllc.com; egan32@gmail.com; bjorn.wolter@gmail.com; stefanie.dummer@hotmail.com; Sara Race (sara_jones10@hotmail.com); al_steininger@yahoo.com; Al & JoAnn Steininger (steininj@yanoo.com) (steininj@yahoo.com); Curt & Joyce Goehring (joyce.goehring@gmail.com); Michael & Jodi Wise (eodwise@hotmail.com); Bill & Lucy Hudson (lbhudson@gci.net); Matt & Angie Mickle (mickleofak@gmail.com); Josh & Andy Hamilton (tidepoolfools@yahoo.com); Ray & Sheri Vidic (vidic@gci.net); Nico & Susan Bus (nicowbus@gmail.com); Rhonda Bunness (rhonda.bunness@gmail.com); Greg and Sandy Wagner (gregwagner3165@comcast.net); Norman & Donna Staton (kasan@gci.net); Howard Jaeger (bbjaeger@gci.net); Joe Flores (Prheatwave@gmail.com); Jeff Rud (jeffrud@gmail.com); Shaub Thyges (Thyges@aol.com); cudacraig@gmail.com; Traci Heaton (tracih@ak.net); Scott Heaton (scott@accountablekids.com); John Taber (taberlima@gmail.com); christineshaw@rocketmail.com; jodi_wise1@hotmail.com; Roger Healy; City Clerk; Tom Mattice
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(CBJ Code 1970, § 15.10.060; Serial No. 70-17, § 3, 1970)

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Curtis Goehring

From: John Bohan
To: "curt goehring"; "Joe Heuelsen & Joyce Mill (heuelsen@gci.net)"; "lebonnett2@gmail.com"; "getmon50@yahoo.com"; "mark.g@myersgroupplc.com"; "egan32@gmail.com"; "bjorn.wolter@gmail.com"; "stefanie.dummer@hotmail.com"; "Sara Race (sara_jones10@hotmail.com)"; "al_steininger@yahoo.com"; "Al & JoAnn Steininger (steininj@yahoo.com) (steininj@yahoo.com)"; "Curt & Joyce Goehring (joyce.goehring@gmail.com)"; "Michael & Jodi Wise (eodwise@hotmail.com)"; "Bill & Lucy Hudson (lbhudson@gci.net)"; "Matt & Angie Mickle (mickleofak@gmail.com)"; "Josh & Andy Hamilton (tidepoolfools@yahoo.com)"; "Ray & Sheri Vidic (vidic@gci.net)"; "Nico & Susan Bus (nicowbus@gmail.com)"; "Rhonda Bunness (rhonda.bunness@gmail.com)"; "Greg and Sandy Wagner (gregwagner3165@comcast.net)"; "Norman & Donna Staton (kasan@gci.net)"; "Howard Jaeger (bbjaeger@gci.net)"; "Joe Flores (Prheatwave@gmail.com)"; "Jeff Rud (jeffrud@gmail.com)"; "Shaub, Thyes (Thyes@aol.com)"; "cudacraig@gmail.com"; "Traci Heaton (tracih@ak.net)"; "Scott Heaton (scott@accountablekids.com)"; "John Taber (taberlima@gmail.com)"; "christineshaw@rocketmail.com"; "jodi_wise1@hotmail.com"; Roger Healy; City Clerk; Tom Mattice
Subject: Meander Riverbank Proposed LID - A few more questions:
Date: Tuesday, April 3, 2018 5:26:02 PM
Attachments: image001.png
 image001.png

All - A couple more questions have been raised – questions and embedded answers below:

Q. The city states they will take care of maintenance costs for 10 years. What happens after that? Who will have to pay and what are the estimated costs?

A. The NRCS requires the local sponsor (CBJ) to maintain the project for 10 years as part of the Emergency Watershed Protection program agreement. The maintenance costs and responsibilities after 10 years have not been addressed at this time.

Q. For the \$80,000, will it show up on the property tax bill as the full amount due the first year? Or will it be on a separate bill? The mortgage company gets a copy of the property tax bill and they will start collecting that amount, rolling it into the escrow payment.

A. You would not be billed until the work is completed and the LID is closed out by formal Assembly Action. The LID will show up as an annual payment (installment payments) included as part of your property tax bill if you do not pay the full LID assessment amount within 30 days after notification the LID has been closed and is being assessed to each property. (code excerpt below)

15.10.220 Installment payments.

In all cases where assessments are to be paid in installments, the resolution confirming the assessment roll and the separate assessments appearing thereon and levying the assessments shall provide that the sum charged against any lot, tract or parcel of land or any portion of the sum may be paid during the 30-day period allowed for the payment of assessment without penalty or interest, and that thereafter the sum remaining unpaid, together with interest at a rate fixed by the resolution, shall be paid in equal annual installments over the period of years fixed in the resolution. The initial installment shall be billed as a separately stated charge on the next property tax bill; provided however, that the assembly has confirmed the assessment roll by April 15. If not, then the initial payment shall be the next succeeding property tax bill and shall be paid in the same manner and at the same time as property taxes. Subsequent installments shall be billed as a separately stated charge on the annual property taxbill. The penalty and interest that apply for delinquent payment of property taxes shall apply to delinquent payment of the annual assessment installment and interest as it appears on the tax bill.

(CBJ Code 1970, § 15.10.220; Serial No. 70-17, § 3, 1970; Serial No. 73-13, § 3, 1973)

Q. Will the interest be considered a mortgage interest since it will be compounded like one and our houses are being used as collateral? After 15 years, \$80,000 original loan becomes \$114,000 (using low interest of 5%). That's a lot of interest being collected by the city and was hoping there would be some sort of tax break.

A. This question would best be answered by a tax professional, not the CBJ.

Thanks

John Bohan, PE

CBJ Chief CIP Engineer & Water Superintendent

155 S. Seward St

Juneau AK 99801
(907)586-0876 fax 463-2606

Dear Meander Neighbors;

I have been informed there may be confusion regarding another informal ballot/vote and how to register comments, support or objection to the formation of the LID:

There will not be another ballot circulated to the property owners. The only way to provide comment and register support or objection for the proposed LID is **IN WRITING** to the Municipal Clerk prior to the public hearing on April 23, 2018 in one of the following ways:

-

Email: city.clerk@juneau.org

Mail: CBJ City Clerk
155 S. Seward Street
Juneau Alaska

Fax: (907)586-4552

In Person: City Clerk's Office
155 S. Seward Street
Juneau Alaska

You may also testify in person to the Assembly at the April 23 Public Hearing for the proposed LID.

From: Christine Shaw
To: [John Bohan](#)
Cc: [City Clerk](#)
Subject: LID 200 Mendenhall River - a few more questions
Date: Tuesday, April 3, 2018 12:45:22 PM

Hi John,

I hope you had a nice Easter weekend. I had a couple more questions regarding the proposed LID 200 for the Mendenhall River.

I am still trying to wrap my head around the enormous cost of this project and what the monthly payments could look like (and all the possible additional costs with maintenance).

1. The city states they will take care of maintenance costs for 10 years. What happens after that? Who will have to pay and what are the estimated costs?
2. For the \$80,000, will it show up on the property tax bill as the full amount due the first year? Or will it be on a separate bill? The mortgage company gets a copy of the property tax bill and they will start collecting that amount, rolling it into the escrow payment.
3. Will the interest be considered a mortgage interest since it will be compounded like one and our houses are being used as collateral? After 15 years, \$80,000 original loan becomes \$114,000 (using low interest of 5%). That's a lot of interest being collected by the city and was hoping there would be some sort of tax break.

And also, I just want to say thank you for taking the time to reply to all the questions over the last month and sharing them with the whole group. I appreciate it.

Sincerely,
Christine Shaw

From: [John Bohan](#)
To: [City Clerk](#)
Subject: FW: Meander Riverbank Proposal Ray Vidic has a question about the voting process.
Date: Thursday, April 5, 2018 7:06:04 AM
Attachments: [image001.png](#)

One more for you.

Thanks

John Bohan, PE
 CBJ Chief CIP Engineer & Water Superintendent
 155 S. Seward St
 Juneau AK 99801
 (907)586-0876 fax 463-2606

From: Ray Vidic [mailto:vidic@gci.net]
Sent: Wednesday, April 04, 2018 11:19 AM
To: John Bohan
Cc: Ray Vidic; Nico Bus
Subject: RE: Meander Riverbank Proposal Ray Vidic has a question about the voting process.

Mr. Bohan,

Thanks for your e-mail giving the Meander Neighbors clarity about the voting process. One item your reply does not address is the no vote. Those river bank owners who neither say yes or no. Are their non-votes counted as a yes? A no? How exactly are their non-participation votes going to be counted, if at all?

If their non-action will sway the ballot either way, we need to know. Will you please address your reply to the Meander Neighbors if non-action will impact the voting process?

Thank you for all you do,
 Ray Vidic

From: John Bohan [mailto:John.Bohan@juneau.org]
Sent: Friday, March 30, 2018 6:36 AM
To: 'curt goehring' <securtg@gmail.com>; 'Joe Heueisen & Joyce Mill' (heueisen@gci.net)' <heueisen@gci.net>; 'lebonnett2@gmail.com' <lebonnett2@gmail.com>; 'getmon50@yahoo.com' <getmon50@yahoo.com>; 'mark.g@myersgroupllc.com' <mark.g@myersgroupllc.com>; 'egan32@gmail.com' <egan32@gmail.com>; 'bjorn.wolter@gmail.com' <bjorn.wolter@gmail.com>; 'stefanie.dummer@hotmail.com' <stefanie.dummer@hotmail.com>; 'Sara Race' (sara_jones10@hotmail.com)' <sara_jones10@hotmail.com>; 'al_steininger@yahoo.com' <al_steininger@yahoo.com>; 'Al & JoAnn Steininger' (steininj@yanoo.com)' <steininj@yahoo.com>; 'Curt & Joyce Goehring' (joyce.goehring@gmail.com)' <joyce.goehring@gmail.com>; 'Michael & Jodi Wise' (eodwise@hotmail.com)' <eodwise@hotmail.com>; 'Bill & Lucy Hudson' (lbhudson@gci.net)' <lbhudson@gci.net>; 'Matt & Angie Mickle' (mickleofak@gmail.com)' <mickleofak@gmail.com>; 'Josh & Andy Hamilton' (tidepoolfools@yahoo.com)' <tidepoolfools@yahoo.com>; 'Ray & Sheri Vidic' (vidic@gci.net)' <vidic@gci.net>; 'Nico & Susan Bus' (nicowbus@gmail.com)' <nicowbus@gmail.com>; 'Rhonda Bunness' (rhonda.bunness@gmail.com)' <rhonda.bunness@gmail.com>; 'Greg and Sandy Wagner' (gregwagner3165@comcast.net)' <gregwagner3165@comcast.net>; 'Norman & Donna Staton' (kasan@gci.net)' <kasan@gci.net>; 'Howard Jaeger' (bbjaeger@gci.net)' <bbjaeger@gci.net>; 'Joe Flores' (Prheatwave@gmail.com)' <Prheatwave@gmail.com>; 'Jeff Rud' (jeffrud@gmail.com)' <jeffrud@gmail.com>; 'Shaub, Thyes' (Thyes@aol.com)' <Thyes@aol.com>; 'cudacraig@gmail.com' <cudacraig@gmail.com>; 'Traci Heaton' (tracih@ak.net)' <tracih@ak.net>; 'Scott Heaton' (scott@accountablekids.com)' <scott@accountablekids.com>; 'John Taber' (taberlima@gmail.com)' <taberlima@gmail.com>; 'christineshaw@rocketmail.com' <christineshaw@rocketmail.com>; 'jodi_wise1@hotmail.com' <jodi_wise1@hotmail.com>; 'Roger Healy' <Roger.Healy@juneau.org>; City Clerk <City.Clerk@juneau.org>; Tom Mattice <Tom.Mattice@juneau.org>
Subject: RE: Meander Riverbank Proposed LID Public Hearing Rescheduled to April 23 Assembly Meeting

Dear Meander Neighbors;

I have been informed there may be confusion regarding another informal ballot/vote and how to register comments, support or objection to the formation of the LID:

There will not be another ballot circulated to the property owners. The only way to provide comment and register support or objection for the proposed LID is **IN WRITING** to the Municipal Clerk prior to the public hearing on April 23, 2018 in one of the following ways:

-

Email: city.clerk@juneau.org

Mail: CBJ City Clerk
155 S. Seward Street
Juneau Alaska

Fax: (907)586-4552

In Person: City Clerk's Office
155 S. Seward Street
Juneau Alaska

You may also testify in person to the Assembly at the April 23 Public Hearing for the proposed LID.

Thanks
John Bohan, PE
CBJ Chief CIP Engineer & Water Superintendent
155 S. Seward St
Juneau AK 99801
(907)586-0876 fax 463-2606

From: John Bohan
Sent: Friday, March 23, 2018 10:51 AM
To: 'curt goehring'; Joe Heuelsen & Joyce Mill (heuelsen@gci.net); lebonnett2@gmail.com; getmon50@yahoo.com; mark.g@myersgroupllc.com; egan32@gmail.com; bjorn.wolter@gmail.com; stefanie.dummer@hotmail.com; Sara Race (sara_jones10@hotmail.com); al_steininger@yahoo.com; Al & JoAnn Steininger (steininj@yanoo.com) (steininj@yahoo.com); Curt & Joyce Goehring (joyce.goehring@gmail.com); Michael & Jodi Wise (eodwise@hotmail.com); Bill & Lucy Hudson (lbhudson@gci.net); Matt & Angie Mickle (mickleofak@gmail.com); Josh & Andy Hamilton (tidepoolfools@yahoo.com); Ray & Sheri Vidic (vidic@gci.net); Nico & Susan Bus (nicowbus@gmail.com); Rhonda Bunness (rhonda.bunness@gmail.com); Greg and Sandy Wagner (gregwagner3165@comcast.net); Norman & Donna Staton (kasan@gci.net); Howard Jaeger (bbjaeger@gci.net); Joe Flores (Prheatwave@gmail.com); Jeff Rud (jeffrud@gmail.com); Shaub, Thyres (Thyres@aol.com); cudacraig@gmail.com; Traci Heaton (traci@ak.net); Scott Heaton (scott@accountablekids.com); John Taber (taberlima@gmail.com); christineshaw@rocketmail.com; jodi_wise1@hotmail.com; Roger Healy; City Clerk; Tom Mattice
Subject: RE: Meander Riverbank Proposed LID Public Hearing Rescheduled to April 23 Assembly Meeting

Mr. Goehring, please find responses embedded within your questions below:

John,

I have questions as well that have gone unanswered:

1. Why the tremendous increase in overall project costs? Why the jump from \$7,800,000 to now over \$11,000,000? Why the increase in CBJ share?

As this project would have Federal funding, CBJ would have to follow the Uniform Relocation Act for acquiring easements for the project, increasing the original estimated costs. Eminent Domain costs have also been added to the revised estimate.

2. In the last COW there was mention of another homeowner vote. Will there be another vote taken to discern level of homeowner support?

The Assembly COW directed staff to proceed forward with the LID ordinance with \$80k assessment for each property. Another informal vote will not be taken. Any comments of support or opposition should be addressed to the City Clerk prior to the public hearing or at the public hearing for the Assembly to consider during the deliberation of the LID Ordinance.

3. Will CBJ consider loss of homeowner support? Or if homeowners do not register their support or opposition, will homeowner's opinion not be a consideration any longer

This is a matter for the CBJ Assembly to determine at the public hearing. The CBJ LID Code states:

15.10.060 Protests and revisions.

If written protests as to the necessity of the local improvements are filed with the municipal clerk or at the hearings by owners of benefitted real property which will bear 50 percent or more of that portion of the estimated cost of the improvement which will be borne by owners of benefitted real property, the improvement shall not proceed until the protests have been reduced so that the real property of those still protesting shall not bear 50 percent of the estimated cost of the improvement; provided however, that the assembly by ordinance may authorize the improvement by an affirmative vote of eight members.

(CBJ Code 1970, § 15.10.060; Serial No. 70-17, § 3, 1970)

4. Has CBJ given any consideration whatsoever to seeking a separate, less costly, more realistic design as suggested by the Alaska head of NRCS, Robert Jones, suggested and offered that NRCS would still offer 75% funding for an alternative design? **The CBJ has not. The CBJ is relying on the NRCS as the expert on riverbank stabilization.**

We feel homeowner support is waning and still feel the cost homeowners are being assessed, many against their will, is outrageous. We also feel this project represents a huge waste of taxpayer and personal dollars. Once again, I encourage every homeowner who may be opposed to this project to register your opposition.
Curtis Goehring

From: John Bohan
To: "curt goehring"; "Joe Heuelsen & Joyce Mill (heuelsen@gci.net)"; "lebonnett2@gmail.com"; "getmon50@yahoo.com"; "mark.g@myersgroupplc.com"; "egan32@gmail.com"; "bjorn.wolter@gmail.com"; "stefanie.dummer@hotmail.com"; "Sara Race (sara_jones10@hotmail.com)"; "al_steininger@yahoo.com"; "Al & JoAnn Steininger (steinini@yanoo.com) (steinini@yahoo.com)"; "Curt & Joyce Goehring (joyce.goehring@gmail.com)"; "Michael & Jodi Wise (eodwise@hotmail.com)"; "Bill & Lucy Hudson (lhudson@gci.net)"; "Matt & Angie Mickle (mickleofak@gmail.com)"; "Josh & Andy Hamilton (tidepoolfools@yahoo.com)"; "Ray & Sheri Vidic (vidic@gci.net)"; "Nico & Susan Bus (nicowbus@gmail.com)"; "Rhonda Buess (rhonda.buess@gmail.com)"; "Greg and Sandy Wagner (gregwagner3165@comcast.net)"; "Norman & Donna Staton (kasan@gci.net)"; "Howard Jaeger (bjjaeger@gci.net)"; "Joe Flores (Pheatwave@gmail.com)"; "Jeff Rud (jeffrud@gmail.com)"; "Shaub Thyes (Thyes@aol.com)"; "cudacraig@gmail.com"; "Traci Heaton (traci@ak.net)"; "Scott Heaton (scott@accountablekids.com)"; "John Taber (taberlima@gmail.com)"; "christineshaw@rocketmail.com"; "jodi_wise1@hotmail.com"; Roger Healy; City Clerk; Tom Mattice; Rorie Watt
Subject: Meander Riverbank Proposed LID - another question
Date: Thursday, April 5, 2018 5:20:09 PM
Attachments: jimage003.png
 jimage005.png

Q. One item your reply does not address is the no vote. Those river bank owners who neither say yes or no. Are their non-votes counted as a yes? A no? How exactly are their non-participation votes going to be counted, if at all? If their non-action will sway the ballot either way, we need to know. Will you please address your reply to the Meander Neighbors if non-action will impact the voting process?

- A. As the code only speaks to the objections submitted in writing to the municipal clerk (see below), there is no way to predict how the Assembly will interpret non participants. The non-participants could be counted as in favor of the \$80,000 assessment for the project or may not be counted at all. _

It is important each property owner submit written comments to the Municipal Clerk if you are opposed to or are in favor of being assessed \$80,000 for the completion of the proposed project. This Public Hearing is the FINAL DECISION for moving the project forward or not. Whatever the Assembly decides (favorably or against) is the hard decision point to stop the project (Assembly votes against forming the LID) or officially move the project forward(Assembly votes to form the LID) and assess your property \$80,000.

Thank you to those who have already provided comments in writing to the Municipal Clerk and to those who are consciously not commenting - the rest, please comment in writing on this LID. The proposed LID is a large sum of money (\$80,000) that will be a direct encumbrance on your property if approved by the Assembly.

- LID Code regarding the written comments:

15.10.050 Hearing.

At the hearing the assembly shall hear objections from any owner affected by the formation of the district and may make such changes in the proposed boundaries thereof or such modifications in the plans for the proposed improvements to be constructed as shall be deemed necessary. The assembly may not change the boundaries of the district to include property not previously included therein without first giving a new notice to owners in the manner and form and within the time provided for the original notice.

(CBJ Code 1970, § 15.10.050; Serial No. 70-17, § 3, 1970)

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Thanks

John Eshau, PE

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Subject: Re: Meander Riverbank Proposed LID - another question
Date: Thursday, April 5, 2018 8:39:38 PM
Attachments: image005.png
 image003.png
 Goehring Letter to Assembly - Meander Wav LID.pdf

CBJ:

I'd like to register my strong opposition to this LID and the entire Mendenhall Riverbank erosion mitigation project as designed by NRCS. I feel strongly this is a needless and over-designed project that places a disastrous financial burden on many of the affected homeowners; is a waste of CBJ resident's tax dollars; and a prime example of fraud, waste and abuse of federal tax dollars.

Several Assembly members benignly recognized the exorbitant \$80,000 amount being levied on homeowners involved in this project but not one has seriously considered how they'd react if that amount due was forced upon them personally as it has been forced on us. It's an exceptionally atrocious cost we cannot bear and will cause an incredible financial burden on our families. It's an especially bitter pill to swallow to have that enormous cost levied on those of us who do not need the 'protection' this project proposes to offer.

The inability of the CBJ Assembly to render a decision after over 18 months of deliberation speaks to their doubt as to the true need and reasonableness of this over-designed and excessively costly project. A project that is now estimated to cost \$11,350,000 equates to a cost of slightly over \$420,000 per property which is likely more than some of the properties are worth in their current condition.

As a reminder, we encourage all Assembly members and homeowners to become very familiar with the packet of information submitted by the CBJ engineering department to the January 29 COW which includes information regarding FEMA requirements CBJ must consider. A part of which speaks to possible mandatory flood insurance by several homeowners along the Mendenhall River, not just those included in this project, due to concerns about rising river levels upstream from this project. Also pertinent is the letter from Alaska State NRCS Conservationist, Mr. Robert Jones, expressing his concerns about the time CBJ has been working this issue yet have not been successful in resolving all homeowner concerns. Of special note are statements summarized by CBJ Engineering in their letter to the assembly. Quoting directly from that document: "provisions of the EWPP program/funding and the complications of finding consensus on a long linear project that requires all residents to agree are not a match" and "near (neighborhood) consensus does not meet project and program funding needs". If this LID and follow-on project moves forward as is, the effects may very well be far reaching to more than just the immediately affected homeowners.

As the more outspoken members of the homeowners opposed to this project, CBJ's delay in resolving this issue has caused me and my family to be targets of derogatory emails, phone calls, and public confrontations that have caused significant mental anguish on our part. Additionally, support for this project has continually declined among the affected homeowners yet we're told by CBJ engineering that only those homeowners who submit written opposition to CBJ will be considered opposed to the project. Many of the homeowners included in this project are either part-time residents or live out of state permanently and will not likely present written opposition to CBJ as their awareness and interests are low as to how this project will affect their properties. To assume only those citizens who write opposition letters are the only persons opposed to this project is shortsighted and naïve.

As an integral part to this correspondence, we're re-submitting a legal analysis of CBJ's own code that speaks to the illegalities of what CBJ proposes to do in establishing this LID and pursuing this project. A hard copy of this correspondence and the attached legal treatise will be provided hard copy to CBJ.

Curtis Goehring

On Thu, Apr 5, 2018 at 5:20 PM, John Bohan <John.Bohan@juneau.org> wrote:

Q. One item your reply does not address is the no vote. Those river bank owners who neither say yes or no. Are their non-votes counted as a yes? A no? How exactly are their non-participation votes going to be counted, if at all? If their non-action will sway the ballot either way, we need to know. Will you please address your reply to the Meander Neighbors if non-action will impact the voting process?

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against) is the hard decision point to stop the project (Assembly votes against forming the LID) or officially move the project forward(Assembly votes to form the LID) and assess your property \$80,000.

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Thanks

John Bohan, PE

CBJ Chief CIP Engineer & Water Superintendent

[155 S. Seward St](#)

[Juneau AK 99801](#)

[\(907\)586-0876](#) fax 463-2606

From: curt goehring
To: John Bohan
Cc: Joe Heuelsen & Joyce Mill (heuelsen@gci.net); lebonnett2@gmail.com; getmon50@yahoo.com; mark.g@myersgroupllc.com; egan32@gmail.com; bjorn.wolter@gmail.com; stefanie.dummer@hotmail.com; Sara Race (sara_jones10@hotmail.com); al_steininger@yahoo.com; Al & JoAnn Steininger (steinini@yahoo.com) (steinini@yahoo.com); Curt & Joyce Goehring (joyce.goehring@gmail.com); Michael & Jodi Wise (eodwise@hotmail.com); Bill & Lucy Hudson (lbhudson@gci.net); Matt & Angie Mickle (mickleofak@gmail.com); Josh & Andy Hamilton (hidepoolfools@yahoo.com); Ray & Sheri Vidic (vidic@gci.net); Nico & Susan Bus (nicowbus@gmail.com); Rhonda Bunes (rhonda.bunes@gmail.com); Greg and Sandy Wagner (gregwagner3165@comcast.net); Norman & Donna Staton (kasan@gci.net); Howard Jaeger (bbjaeger@gci.net); Joe Flores (Prheatwave@gmail.com); Jeff Rud (jeffrud@gmail.com); Shaub, Thyres (Thyres@aol.com); cudacraig@gmail.com; Traci Heaton (trach@ak.net); Scott Heaton (scott@accountablekids.com); John Taber (taberlima@gmail.com); christineshaw@rocketmail.com; jodi_wise1@hotmail.com; Roger Healy; City Clerk; Tom Mattice; Rorie Watt
Subject: Re: Meander Riverbank Proposed LID - another question
Date: Thursday, April 5, 2018 7:34:17 PM
Attachments: image003.png
 image005.png

the information from Mr Bohan implies that homeowners will be assessed the \$80,000 lien before any further work is done by CBJ. What is the condition of that lien if CBJ cannot get permits in a timely fashion to NRCS' satisfaction or NRCS is not able to provide funding for this project? Will the \$80,000 lien then be removed from all our properties?

On Thu, Apr 5, 2018 at 5:20 PM, John Bohan <John.Bohan@juneau.org> wrote:

Q. One item your reply does not address is the no vote. Those river bank owners who neither say yes or no. Are their non-votes counted as a yes? A no? How exactly are their non-participation votes going to be counted, if at all? If their non-action will sway the ballot either way, we need to know. Will you please address your reply to the Meander Neighbors if non-action will impact the voting process?

A. As the code only speaks to the objections submitted in writing to the municipal clerk (see below), there is no way to predict how the Assembly will interpret non participants. The non-participants could be counted as in favor of the \$80,000 assessment for the project or may not be counted at all. _

It is important each property owner submit written comments to the Municipal Clerk if you are opposed to or are in favor of being assessed \$80,000 for the completion of the proposed project. This Public Hearing is the FINAL DECISION for moving the project forward or not. Whatever the Assembly decides (favorably or against) is the hard decision point to stop the project (Assembly votes against forming the LID) or officially move the project forward(Assembly votes to form the LID) and assess your property \$80,000.

Thank you to those who have already provided comments in writing to the Municipal Clerk and to those who are consciously not commenting - the rest, please comment in writing on this LID. The proposed LID is a large sum of money (\$80,000) that will be a direct encumbrance on your property if approved by the Assembly.

- [LID Code regarding the written comments:](#)

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At the hearing the assembly shall hear objections from any owner affected by the formation of the district and may make such changes in the proposed boundaries thereof or such modifications in the plans for the proposed improvements to be constructed as shall be deemed necessary. The assembly may not change the boundaries of the district to include property not previously included therein without first giving a new notice to owners in the manner and form and within the time provided for the original notice.

(CBJ Code 1970, § 15.10.050; Serial No. 70-17, § 3, 1970)

15.10.060 Protests and revisions.

If written protests as to the necessity of the local improvements are filed with the municipal clerk or at the hearings by owners of benefitted real property which will bear 50 percent or more of that portion of the estimated cost of the improvement which will be borne by owners of benefitted real property, the improvement shall not proceed until the protests have been reduced so that the real property of those still protesting shall not bear 50 percent of the estimated cost of the improvement; provided however, that the assembly by ordinance may authorize the improvement by an affirmative vote of eight members.

(CBJ Code 1970, § 15.10.060; Serial No. 70-17, § 3, 1970)

- [Means of submitting written comments to the Municipal Clerk](#)

Email: city.clerk@juneau.org

Mail: CBJ City Clerk
155 S. Seward Street
[Juneau Alaska](#)

Fax: (907)586-4552

In Person: City Clerk's Office
155 S. Seward Street
[Juneau Alaska](#)

Thanks

John Bohan, PE

CBJ Chief CIP Engineer & Water Superintendent

[155 S. Seward St](#)

[Juneau AK 99801](#)

[\(907\)586-0876](#) fax 463-2606

LAW OFFICE OF LISA A. MARIOTTI

222 Seward Street, Suite 209

Juneau, AK 99801

907-500-8155

lisa@juneauaklawyer.com

July 10, 2017

Assembly Members
City and Borough of Juneau
155 S. Seward Street
Juneau, AK 99801

Re: Meander Way Erosion Control Project

Dear Honorable Assembly Members:

I represent Joyce and Curtis Goehring ("Goehring") who reside at 3361 Meander Way, Juneau, Alaska. For the following reasons, my clients respectfully request the Committee of the Whole (C.O.W.) reconsider and rescind its vote instructing the City Manager and City Attorney to draft an ordinance to establish a Local Improvement District (LID) to assess certain costs against properties as part of an Emergency Watershed Protection Program project (EWPP). We request the C.O.W. adopt the recommendation of the City Manager to allow the neighborhood to develop a reasonable and cost-effective alternative to present to the Assembly for consideration as a Capital Improvement Project by Agreement.

The sheer size and scope of the proposed EWPP raises significant legal issues. Riparian land, submerged land and associated rights of access and use of navigable waters are some of the most strongly and fiercely protected property rights under the Alaska Constitution, Submerged Lands Act¹, the Public Trust Doctrine², and the Alaska Lands Act. The size and scope of any improvement must be consistent with the protection of these rights.

We are also concerned with the proposed use of municipal authority to impose an extraordinary assessment on unwilling landowners and condemn private lands and private property rights. It is questionable whether the City has legal the authority to do so in this instance.

¹ Pursuant to the Submerged Lands Act, and the Equal Footing Doctrine, the State received title to the lands beneath navigable waters, which includes the periodically submerged navigable waters. The State's interest is perpetual, it cannot be alienated or removed.

² Management of submerged lands is subject to the Public Trust Doctrine. The Public Trust Doctrine provides that public lands, waters and living resources are held by the state in trust for the benefit of all people. The Alaska Constitution Article VIII contains numerous provisions embracing the Public Trust Doctrine.

1. This is not a municipal improvement as defined under the City Code and the City therefore lacks the authority to establish a Local Improvement District.

CBJ Code § 15.10.010 states, in relevant part, “[t]he City and Borough may create and establish a local improvement district for any *municipal improvement*.” § 15.10.010 (Emphasis added). Municipal improvement is not defined in the City Code. However, “local improvement” is defined as “a *public improvement* which benefits a specific area and which is usually paid for in whole or part by special assessment of benefiting property owners.” CBJ Code 49.80.120 (Emphasis added). Public improvements are defined as:

any construction incidental to servicing or furnishing facilities to a development, including but not limited to: streets; retaining walls; street signs and markings; curbs and gutters; street lights and associated power conduits; sidewalks; shared use pathways; sewer mains, pump stations, service laterals, manholes, cleanouts and all associated parts; storm sewer mains, manholes, catch basins, pump stations, service laterals, and all associated parts; water mains, fire hydrants, service laterals, valves, pump stations, reservoirs, and all associated parts.

CBJ Code 49.80.120.

The construction of an erosion control project is not “construction incidental to servicing or furnishing facilities.” None of the improvements listed accrue solely to protect private property interests, rather all relate to public facilities servicing the public interest. City staff previously stated that “protection of private landowner’s land from natural erosion is not the CBJ’s responsibility”³ limiting its role to project sponsor “for the purpose of channeling federal funding.”⁴ If it is not the City’s responsibility and the project’s purpose is protecting private land, then the City lacks the authority to establish a LID and impose assessments because it is not a municipal improvement advancing the public interest, but rather a private improvement benefitting private lands.

2. The City lacks the authority to transfer maintenance responsibilities for a municipal improvement onto private landowners.

If the City succeeds in proving it has the authority to characterize this project as a municipal improvement, then it remains liable in perpetuity for the improvement. As noted above, the definition of public improvement contains various infrastructure related purposes. A careful review of the list reveals the City remains responsible for all maintenance, repairs and liability associated with these improvements. When a sewer or water line breaks, abutting landowners are not responsible for hiring and paying a private contractor to make necessary repairs. The

³ Letter from Roger Healy, P.E. Engineering and Public Works Director to Maria Gladziszewski, Chairperson, Public Works and Facilities Committee, dated August 29, 2016.

⁴ Id.

City regularly performs maintenance on public improvements such as flushing fire hydrants, cleaning storm sewer drains, and servicing pump stations. The same can be said for all the public improvements listed. Here, the City is proposing to transfer its municipal maintenance duties and associated liability for its public improvement onto private landowners when the federal 10-year required maintenance period ends. No legal authority exists for the City to unilaterally transfer its legal duties and obligations and force private property owners to assume them.

Further, the State of Alaska will have to approve any transfer of duties, risks, responsibilities and liabilities for maintaining a permanent structure constructed on state land. The state is not likely to allow such a transfer, absent a cooperative agreement with willing landowners to do so and hold the state harmless. While the City could conceivably abandon the EWPP and cease maintenance after 10 years, it would still remain liable to the state.

3. The City cannot assess administrative costs related to permitting against landowners opposing the project.

The National Emergency Watershed Protection Program (EWPP) requires a project sponsor, with governmental powers and authority, to obtain all necessary land rights and permits.⁵ The City, as project sponsor, has stated one of its roles will be to “monitor, comment, and participate in the planning, design, and construction of the project and will charge costs to the project.”⁶ My clients intend to fully participate in the public process regarding all permits that could adversely affect their property and riparian rights. They do not consent to the City submitting comments on their behalf or representing them before federal and state permitting agencies. The City can only represent its own interests, which are averse to my clients, and cannot charge and assess them with any administrative costs related to permitting. To do so would stifle my client’s rights to due process⁷.

4. The scope of private property and riparian rights required to be taken by eminent domain has not been fully considered.

The EWPP requires the project sponsor to obtain all necessary land rights.⁸ Rights that are not voluntarily given must be taken by eminent domain. While the C.O.W. considered the options for obtaining construction and maintenance easements, the C.O.W. did not consider the full scope and extent of rights to be condemned and compensated.

⁵National Emergency Watershed Protection Manual Section 512.12(A)(“Program Manual”). Available at: <https://directives.sc.egov.usda.gov/RollupViewer.aspx?hid=26433>.

⁶ Letter from Roger Healy, P.E. Engineering and Public Works Director to Maria Gladziszewski, Chairperson, Public Works and Facilities Committee, dated August 29, 2016.

⁷ The Goehring’s must also fully participate to exhaust all administrative remedies for their case to be ripe for judicial consideration, should the need arise.

⁸ Id., FN 5.

The Alaska Constitution enshrines the rights of public access to navigable waters and protects private property owner's riparian rights from involuntary divestiture. Article VIII, § 14 declares "free access to navigable or public waters of the state shall not be denied any citizen of the United States or resident of the state, except that the legislature may by general law regulate and limit such access for other beneficial uses or public purposes." Similarly, Article VIII, §16 of the Alaska Constitution "prohibits the involuntary divestiture of the right to use water or interests in land or improvements except for superior beneficial use or public purpose and then only with just compensation and by operation of law." The Attorney General opined that any use which denies a riparian owner access to navigable waters would be actionable.⁹ The Alaska Supreme Court has concluded "the provisions in Article VIII were intended to permit the broadest possible access to and use of state waters by the general public." Wernberg v. State, 516 P.2d 1191, 1198-9 (Alaska 1973). And while the State of Alaska can condemn the private right of littoral access, it can only do so for beneficial use or public purpose, and it must pay just compensation to do so. Id.

Here, the EWPP, as proposed, would eliminate the Goehring's access to the Mendenhall River by installation of a fence along a significant portion of the shores, obstructing access. Even if the fence were gated to provide some access, the sheer volume of rip rap and dangerous conditions it creates, eliminates my client's right to access and impedes their use rights. The elimination of these rights is actionable and must be condemned with just compensation paid.

Finally, Article I, § 18 commands "[p]rivate property shall not be taken or damaged for public use without just compensation." It is not clear what constitutionally palatable "public use" the City can identify to invoke its eminent domain powers to take private property; however, if successful in doing so, it will have to pay additional just compensation for both the physical occupation of my client's property as well as any property damaged.

The EWPP will nearly eliminate my client's back yard by actual, physical occupation. This type of per se taking has long been held to require just compensation. Loretto v. Teleprompter Manhattan CATV Corp., 458 U.S. 419, 435-436 (1982)(When governmental action results in a permanent physical occupation, a taking has occurred without regard to whether or not the action achieves any important public purpose). The Alaska Constitution goes farther than its federal counterpart and requires compensation not only for physical occupation but also for property damage.¹⁰ We cannot anticipate the extent of private property damage the project will cause, but any property damage is a separate compensable right.

The City's exercise of its eminent domain powers, if legally defensible, to involuntary divest private property owners of their riparian rights and interests in lands requires just compensation. The Assembly should fully consider the total public cost and expense from the public treasury to condemn all necessary private property rights for a project it deems not its responsibility before agreeing to serve as project sponsor.

⁹ See, 1959 Op Att'y Gen. No. 1.

¹⁰ See, State v. Hammer, 550 P.2d 820 (Alaska 1976).

5. Title restrictions expressly prohibiting or significantly limiting improvements that impede or destroy the rights of riparian landowners and the public prohibit an improvement with such an expansive scope and size.

The project sponsor must provide a legal opinion regarding the title status of all properties included in the project.¹¹ A random sampling of title to properties included in the LID reveals actual notice of potential limitations or outright prohibitions on construction of improvements due to the changing course of the river. For example, title to Lot 18¹², lists the following relevant exceptions:

- SUBJECT FURTHER to any questions that may arise due to shifting and changing in the course of the Mendenhall River.
- SUBJECT FURTHER to any prohibition of or limitation of use, occupancy or improvements of the land resulting from the rights of the public or riparian owners to use any portion thereof which is now or formerly may have been covered by water.

The words “subject to” when used in a deed is a term of qualification serving to put a purchaser on notice that he is receiving less than a fee simple estate. Hendrickson v. Freericks, 620 P.2d 205, 209 (Alaska 1980).

Here, the first exception puts the purchaser on notice that further questions may arise due to the shifting and changing in the course of the river limiting their property interests. The second exception puts the purchaser on notice that any improvement that limits the constitutional rights of others to use submerged lands are prohibited or must be limited in size and scope to not interfere with certain constitutional and statutory rights.

Title to another property further illuminates the title limitations, extending exceptions to include the federal navigational servitude, federal regulation of fishing, and the state prohibition on obstructing or interfering with access to navigable waters. Title to Lot 4¹³ excepts:

the terms, provisions and reservations under the Submerged Lands Act (43 U.S.C. §1301 et. seq.) and the Enabling Act Public Law 85-508 and further subject to the paramount rights and easements in favor of the United States to regulate commerce, navigation, fishing and the production of power; and

any prohibition of or limitation of use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any portion

¹¹ Program Manual at 512.12(E).

¹² Warranty Deed from Alan and Patricia Dombrowski to Nicolaas and Susan Bus, dated July 10, 1985 and recorded in the Juneau Recording District in Book 258 at Page 464.

¹³ Warranty Deed from Frank Richards and Darcy Lockhart to Christine and Adam Shaw dated August 17, 2010 and recorded in the Juneau Recording District as Document No. 2010-004639-0.

thereof which is now or formerly may have been covered by water, and the rights of the public as set forth in Alaska Statutes 38.05.128.¹⁴

The size and scope of any improvement must be consistent with title exceptions limiting and prohibiting improvements that impede federal, state and constitutional rights of Alaskans. Here, the utter size and scope of the proposed improvement will directly conflict with these deed restrictions and further title review of all 28 properties may reveal further restrictions that will make this project unfeasible.

6. The proposed EWPP has already resulted in diminution in market value and marketability of the Goehring's property.

The Goehring's property is not affected by erosion so it is questionable whether any actual benefit, proportional or not, is being conferred; but the adverse economic impact directly caused by this proposal is very real. The Goehring's property was under contract and scheduled to close on June 28, 2017. After the Public Works and Facilities decision to include my client's property in the LID and the buyer's due diligence in reviewing the plan, she cancelled the contract. The reasons stated were: (1) the loss of the backyard: the primary reason for purchasing the property, (2) a significant increase in financial obligations from the proposed LID; and (3) loss of river access. To date, my clients have not been able to secure another interested buyer. The loss of riparian land, loss of riparian rights, proposed long term financial commitments, and transfer of liability have all but destroyed the appeal and marketability of their property and has already resulted in a substantial financial loss to them.

¹⁴ Alaska Statute 38.05.128, entitled "Obstruction of Navigable Waters" provides, in relevant part:

- (a) A person may not obstruct or interfere with the *free passage* or use by a person of any navigable water unless the obstruction or interference is
 - (1) authorized by a federal agency and a state agency;
 - (2) authorized under a federal or state law or permit;
 - (3) exempt under 33 U.S.C. 1344(f) (Clean Water Act);
 - (4) caused by the normal operation of freight barging that is otherwise consistent with law; or
 - (5) authorized by the commissioner after reasonable public notice.

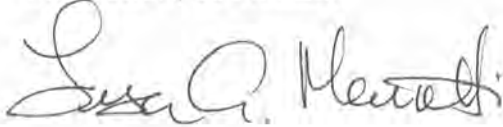
A.S. 38.05.128(a)(1)-(5).

"Free passage" includes the "right to use land below the ordinary high-water mark to the extent reasonably necessary to use the navigable water consistent with the public trust"; and

"Free passage or use of any navigable water includes the right to enter adjacent land above the ordinary high-water mark as necessary to portage around obstacles or obstructions to travel on the water." A.S. 38.05.128(d)-(e).

For the foregoing reasons, the Goehring's request the C.O.W. reconsider its decision to sponsor the EWPP, rescind its previous action in proposing an LID ordinance be drafted, and accept the City Manager's recommendation. The Goehring's are willing to work on and contribute to reasonable alternatives that may be available but have not been adequately considered which would preserve private property rights, assist landowners with erosion control and garner 100% approval to be brought to the Assembly for consideration as a Capital Improvement by Agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lisa A. Mariotti". The signature is fluid and cursive, with the first name "Lisa" being more prominent.

Lisa A. Mariotti
Attorney for Curtis and Joyce Goehring

From: Rorie Watt
To: John Bohan; "curt goehring"; "Joe Heuelsen & Joyce Mill (heuelsen@gci.net)"; "lebonnett2@gmail.com"; "getmon50@yahoo.com"; "mark.g@myersgrouppllc.com"; "egan32@gmail.com"; "bjorn.wolter@gmail.com"; "stefanie.dummer@hotmail.com"; "Sara Race (sara_jones10@hotmail.com)"; "al_steininger@yahoo.com"; "Al & JoAnn Steininger (steininj@yanoo.com) (steininj@yahoo.com)"; "Curt & Joyce Goehring (joyce.goehring@gmail.com)"; "Michael & Jodi Wise (eodwise@hotmail.com)"; "Bill & Lucy Hudson (lbhudson@gci.net)"; "Matt & Angie Mickle (mickleofak@gmail.com)"; "Josh & Andy Hamilton (tidepoolfools@yahoo.com)"; "Ray & Sheri Vidic (vidic@gci.net)"; "Nico & Susan Bus (nicowbus@gmail.com)"; "Rhonda Buess (rhonda.buess@gmail.com)"; "Greg and Sandy Wagner (gregwagner3165@comcast.net)"; "Norman & Donna Staton (kasan@gci.net)"; "Howard Jaeger (bbjaeger@gci.net)"; "Joe Flores (Prheatwave@gmail.com)"; "Jeff Rud (jeffrud@gmail.com)"; "Shaub, Thyes (Thyes@aol.com)"; "cudacraig@gmail.com"; "Traci Heaton (tracih@ak.net)"; "Scott Heaton (scott@accountablekids.com)"; "John Taber (taberlima@gmail.com)"; "christineshaw@rocketmail.com"; "jodi_wise1@hotmail.com"; Roger Healy; City Clerk; Tom Mattice
Subject: RE: Meander Riverbank Proposed LID - another question
Date: Thursday, April 5, 2018 5:59:25 PM
Attachments: image001.png
 image002.png

If you do not register objection or support with the Clerk, the Assembly will have to guess your desire, and may reasonably assume that you do not object to the assessment (that is the way the code reads to me).

From: John Bohan
Sent: Thursday, April 05, 2018 5:20 PM
To: 'curt goehring'; 'Joe Heuelsen & Joyce Mill (heuelsen@gci.net)'; 'lebonnett2@gmail.com'; 'getmon50@yahoo.com'; 'mark.g@myersgrouppllc.com'; 'egan32@gmail.com'; 'bjorn.wolter@gmail.com'; 'stefanie.dummer@hotmail.com'; 'Sara Race (sara_jones10@hotmail.com)'; 'al_steininger@yahoo.com'; 'Al & JoAnn Steininger (steininj@yanoo.com) (steininj@yahoo.com)'; 'Curt & Joyce Goehring (joyce.goehring@gmail.com)'; 'Michael & Jodi Wise (eodwise@hotmail.com)'; 'Bill & Lucy Hudson (lbhudson@gci.net)'; 'Matt & Angie Mickle (mickleofak@gmail.com)'; 'Josh & Andy Hamilton (tidepoolfools@yahoo.com)'; 'Ray & Sheri Vidic (vidic@gci.net)'; 'Nico & Susan Bus (nicowbus@gmail.com)'; 'Rhonda Buess (rhonda.buess@gmail.com)'; 'Greg and Sandy Wagner (gregwagner3165@comcast.net)'; 'Norman & Donna Staton (kasan@gci.net)'; 'Howard Jaeger (bbjaeger@gci.net)'; 'Joe Flores (Prheatwave@gmail.com)'; 'Jeff Rud (jeffrud@gmail.com)'; 'Shaub, Thyes (Thyes@aol.com)'; 'cudacraig@gmail.com'; 'Traci Heaton (tracih@ak.net)'; 'Scott Heaton (scott@accountablekids.com)'; 'John Taber (taberlima@gmail.com)'; 'christineshaw@rocketmail.com'; 'jodi_wise1@hotmail.com'; Roger Healy; City Clerk; Tom Mattice; Rorie Watt
Subject: Meander Riverbank Proposed LID - another question

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(CBJ Code 1970, § 15.10.060; Serial No. 70-17, § 3, 1970)

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Mail: CBJ City Clerk
155 S. Seward Street
Juneau Alaska

Fax: (907)586-4552

In Person: City Clerk's Office
155 S. Seward Street
Juneau Alaska

Thanks

John Bohan, PE

CBJ Chief CIP Engineer & Water Superintendent

155 S. Seward St

Juneau AK 99801

(907)586-0876 fax 463-2606

From: le bonnett
To: [City Clerk](#)
Subject: MEANDER WAY LID
Date: Friday, April 6, 2018 11:59:18 AM

We live at 3319 Meander Way and are IN FAVOR of the Riverbank LID!

Louis and Edith Bonnett.

Sent from my iPad

From: Nico Bus
To: [City Clerk](#)
Cc: ["Nelson, Brett - NRCS, Palmer, AK"](#) (brett.nelson@ak.usda.gov); [Al & JoAnn Steininger](#) (steinini@yanoo.com); [Andy and Joshua Hamilton](#); [Bjorn Wolter](#) (bjorn.wolter@gmail.com); [Bonnett, Louis & Edith](#); [Borough Assembly](#); [Brian Goettler](#) (getmon50@yahoo.com); [Bud Jaeger](#); [Carla White](#) (carlawhite99801@gmail.com); [Carla Wood](#); [Edwardson, Rob](#); [Egan, Dennis](#); [Egan, Dennis & Margaret](#); [Goehring, Curt & Joyce](#); [Greg Wagner](#); [Heidi & John Boucher](#) (heidiboucher@me.com); [Jeff Rud](#); [Joe Flores](#); [Joe Heueisen & Joyce Mill](#) (heueisen@gci.net); [joe Hudson](#); [John Bohan](#); [John Taber](#) (taberlima@gmail.com); [Justin Parish](#); [Kito, Sam](#); [Lindoff, Danielle](#); [Loretta Neal](#); [Lucy & Bill Hudson](#); [Mark Graham](#); [Marty McKeown](#); [Matt Mickle](#); [Michael & Jodi Wise](#); [Norman Staton](#); [Ray Vidic](#); [Rhonda Bunes](#); [Roger Healy](#); [Sam Hatch](#); [Sara Race](#) (sara_jones10@hotmail.com); [Scott Heaton](#) (scott@accountablekids.com); [Shaub, Thyes](#); [Shaw, Christine](#); [Staton, Donna](#); [Steininger, Al](#); [Suzi Bus](#); [Timothy, Jackie](#); [Tom Mattice](#); [Traci Heaton](#) (traci@ak.net); [White, Ben](#); [Will Race](#)
Subject: LID 200 MH Erosion - Comment from 3433 Meander Way
Date: Saturday, April 7, 2018 9:48:22 AM

Greetings,

To: CBJ COW - ref: LID 200 Mendenhall River Erosion Project with NRCS:

We would like to officially comment on the LID 200 for the April CBJ COW meeting. Unfortunately we will not be able to attend and participate in the discussion. I have tried to be the facilitator for the neighborhood between the CBJ/NRCS and the impacted property owners since this project started. A picture is worth a thousand words so here are a couple of pictures to illustrate the need for this project - these are the riverbanks at 3441 and 3445 Meander Way:



(Taken in 2016 and since then more erosion occurred.)

Two neighbors (3451 and 3455 Meander) decided they no longer could wait for the CBJ/NRCS project and they took the initiative in 2017 and contracted to have rip-rap put in at a cost of ~ \$65,000.



These "emergency" repairs are holding up well during the 2017 high water season. But the problem as you can see is that the (three) lots downstream did not participate and now the

river is "eating" the riverbank by these three lots. We (3433 and part of 3437 Meander) did "emergency" repairs in 1996 (costing us ~\$26,000) and our Rip-Rap is still holding up. The problem is that our upstream neighbors did not participate and that created the "gap" you see in the above picture between the work done in 2017 and in 1996.

This weekend my neighbor, Ray Vidic, and I looked at the condition of the riverbank downstream from us. This time of the year the river is at its lowest level and we could measure the water depths in front of several lots and we observed serious degradation to the riverbank, (as the river runs into these banks at full power) at the following addresses: 3425, 3401, 3379, & 3377 Meander. This may mean that in 2018 with some more Jokulhlaups we may experience some significant erosion along that stretch. I also have walked all the lots along the stretch of river covered by this LID and observed various degrees of erosion.

We support the concept of the CBJ/NRCS project **as ONLY a unified approach** will protect all our properties. I was really pleased to obtain 100% agreement from all the neighbors in September 2017 when we proposed to cap the cost at \$40,000 per lot. Now that we are looking at a cap of \$80,000 per lot many of the parties involved feel it is too much of a cost to us as owners, as well as the overall project cost, when the combined cost of owners and government may exceed the value of many of the properties.

Mr. Vidic is exploring a more economical approach to this project with a contractor who has implemented a very reliable and more economical design elsewhere in Alaska and in the USA. If that design is acceptable by the NRCS and the CBJ the cost per lot may come in well under the \$40,000 we all agreed on in September.

We wish the CBJ COW success in their deliberations. We vote for the project at the lowest possible cost. Without it each owner is on their own and many will decide NOT to do anything which negatively impacts us all. A key concern for many now is that in addition to having to worry about the erosion the mere existence of the CBJ/NRCS project scares off any potential buyer, in case people do want to sell, even when they already remedied their own property at their own expense. In addition we are told that regardless of what we did for emergency repairs all the work done will be for not, and all the new rip-rap will be taken away for the new project without any credit towards the LID. Example - the \$65,000 worth of Rip-Rap put in by the owners in 2017 will be removed and possibly used elsewhere in the CBJ/NRCS project with no credit towards these two properties.

We will be happy to answer any questions Assembly Members may have via email, and invite all of you to do a site-visit to observe the need for the project by walking our back yard(s).

Nico and Susan Bus
3433 Meander Way

From: curt goehring
To: [Nico Bus](#)
Cc: [City Clerk](#); ["Nelson, Brett - NRCS, Palmer, AK" \(brett.nelson@ak.usda.gov\)](#); [Al & JoAnn Steininger \(steinini@yano.com\)](#); [Andy and Joshua Hamilton](#); [Bjorn Wolter \(bjorn.wolter@gmail.com\)](#); [Bonnett, Louis & Edith](#); [Borough Assembly](#); [Brian Goettler \(getmon50@yahoo.com\)](#); [Bud Jaeger](#); [Carla White \(carlawhite99801@gmail.com\)](#); [Carla Wood](#); [Edwardson, Rob](#); [Egan, Dennis](#); [Egan, Dennis & Margaret](#); [Greg Wagner](#); [Heidi & John Boucher \(heidiboucher@me.com\)](#); [Jeff Rud](#); [Joe Flores](#); [Joe Heueisen & Joyce Mill \(heueisen@gci.net\)](#); [joe Hudson](#); [John Bohan](#); [John Taber \(taberlima@gmail.com\)](#); [Justin Parish](#); [Kito, Sam](#); [Lindoff, Danielle](#); [Loretta Neal](#); [Lucy & Bill Hudson](#); [Mark Graham](#); [Marty McKeown](#); [Matt Mickle](#); [Michael & Jodi Wise](#); [Norman Staton](#); [Ray Vidic](#); [Rhonda Bunes](#); [Roger Healy](#); [Sam Hatch](#); [Sara Race \(sara_jones10@hotmail.com\)](#); [Scott Heaton \(scott@accountablekids.com\)](#); [Shaub, Thyse](#); [Shaw, Christine](#); [Staton, Donna](#); [Steininger, Al](#); [Suzi Bus](#); [Timothy, Jackie](#); [Tom Mattice](#); [Traci Heaton \(tracih@ak.net\)](#); [White, Ben](#); [Will Race](#)
Subject: Re: LID 200 MH Erosion - Comment from 3433 Meander Way
Date: Sunday, April 8, 2018 7:09:21 PM

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Curtis Goehring

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Subject: Re: LID 200 MH Erosion - Comment from 3433 Meander Way
Date: Monday, April 9, 2018 12:18:58 PM

All,

Joyce and I concur with John and the other rational thinking neighbors and are in favor of LID 200 as presented by the Assembly. We have notified the Assembly accordingly.

Joe Heueisen & Joyce Mill

Joe Heueisen

3311 Meander Way
 Juneau, AK 99801
 Home: 907.789.3232
 Cell: 907.321.3232
heueisen@gci.net

From: John Taber <taberlima@gmail.com>

Date: Monday, April 9, 2018 at 10:15 AM

To: [curt goehring <securtg@gmail.com>](mailto:curt.goehring@securtg@gmail.com)

Cc: [Nico Bus <nicowbus@gmail.com>](mailto:nicowbus@gmail.com), [City Clerk <city.clerk@juneau.org>](mailto:city.clerk@juneau.org), ["Nelson, Brett - NRCS, Palmer, AK" \(brett.nelson@ak.usda.gov\)" <brett.nelson@ak.usda.gov>](mailto:brett.nelson@ak.usda.gov), ["Al & JoAnn Steininger \(steininj@yanoo.com\)" <steininj@yahoo.com>](mailto:steininj@yanoo.com), [Andy and Joshua Hamilton <tidepoolfools@yahoo.com>](mailto:tidepoolfools@yahoo.com), ["Bjorn Wolter \(bjorn.wolter@gmail.com\)" <bjorn.wolter@gmail.com>](mailto:bjorn.wolter@gmail.com), ["Bonnett, Louis & Edith" <lebonnett2@gmail.com>](mailto:lebonnett2@gmail.com), [Borough Assembly <BoroughAssembly@juneau.org>](mailto:BoroughAssembly@juneau.org), ["Brian Goettler \(getmon50@yahoo.com\)" <getmon50@yahoo.com>](mailto:getmon50@yahoo.com), [Bud Jaeger <bbjaeger@gci.net>](mailto:bbjaeger@gci.net), ["Carla White \(carlawhite99801@gmail.com\)" <carlawhite99801@gmail.com>](mailto:carlawhite99801@gmail.com), [Carla Wood <bcwood3653@tds.net>](mailto:bcwood3653@tds.net), ["Edwardson, Rob" <robert.edwardson@akleg.gov>](mailto:robert.edwardson@akleg.gov), ["Egan, Dennis" <Senator.Dennis.Egan@akleg.gov>](mailto:egan32@gmail.com), ["Egan, Dennis & Margaret" <egan32@gmail.com>](mailto:egan32@gmail.com), [Greg Wagner <gregwagner3165@comcast.net>](mailto:gregwagner3165@comcast.net), ["Heidi & John Boucher \(heidiboucher@me.com\)" <heidiboucher@me.com>](mailto:heidiboucher@me.com), [Jeff Rud <jeffrud@gmail.com>](mailto:jeffrud@gmail.com), [Joe Flores <joe.flores>](mailto:joe.flores), [Joe Hudson <prheatwave@gmail.com>](mailto:prheatwave@gmail.com), [Joe Heueisen <heueisen@gci.net>](mailto:heueisen@gci.net), [joe Hudson <johudson59@gmail.com>](mailto:johudson59@gmail.com), [John Bohan <John.Bohan@juneau.org>](mailto:John.Bohan@juneau.org), [Justin Parish](mailto:Justin.Parish)

<representative.Justin.Parish@akleg.gov>, "Kito, Sam" <Representative.Sam.Kito@akleg.gov>, "Lindoff, Danielle" <DanielleLindoff@yahoo.com>, Loretta Neal <janneal73@yahoo.com>, Lucy & Bill Hudson <lbhudson@gci.net>, Mark Graham <mark.g@myersgroupllc.com>, Marty McKeown <martymckeown@yahoo.com>, Matt Mickle <Mickleofak@gmail.com>, Michael & Jodi Wise <jodi_wise1@hotmail.com>, Norman Staton <norman.staton@gmail.com>, Ray Vidic <vidic@gci.net>, Rhonda Bunes <rhonda.bunes@gmail.com>, Roger Healy <roger.healy@juneau.org>, Sam Hatch <samehatch@gmail.com>, "Sara Race (sara_jones10@hotmail.com)" <sara_jones10@hotmail.com>, "Scott Heaton (scott@accountablekids.com)" <scott@accountablekids.com>, "Shaub, Thyes" <Thyes@aol.com>, "Shaw, Christine" <christineshaw@rocketmail.com>, "Staton, Donna" <knight.staton.donna@gmail.com>, "Steininger, Al" <al_steininger@yahoo.com>, Suzi Bus <suzbus@gmail.com>, "Timothy, Jackie" <jackie.timothy@alaska.gov>, Tom Mattice <Tom.Mattice@juneau.org>, "Traci Heaton (tracih@ak.net)" <tracih@ak.net>, "White, Ben" <ben.white@alaska.gov>, Will Race <williamakrace@gmail.com>

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Date: Monday, April 9, 2018 10:15:53 AM

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3433 Meander Way

From: [John Bohan](#)
To: [City Clerk](#)
Subject: FW: LID 200 Mendenhall River Erosion
Date: Thursday, April 12, 2018 11:13:48 AM

Thanks

John Bohan, PE

CBJ Chief CIP Engineer & Water Superintendent
155 S. Seward St
Juneau AK 99801
(907)586-0876 fax 463-2606

From: Alan Steininger [mailto:al_steininger@yahoo.com]
Sent: Thursday, April 12, 2018 10:14 AM
To: John Bohan
Subject: LID 200 Mendenhall River Erosion

This is give your office notice that we are in support of this Project.

Thank You
Alan & JoAnn Steininger
3343 Meander Way

789-2526

From: "domadmin@juneau.org"
To: [Borough Assembly](#)
Subject: New submission from Assembly Contact
Date: Monday, April 16, 2018 5:18:34 PM

Select Recipient

Entire Assembly

Your Name

Meander Neighborhood

Contact Information

Address

Address

Near Meander Way but not on it
Juneau, Alaska 99801
[Map It](#)

Subject of Message

What happens to the home values of the other houses in the Meander Way area

Message

I'm concerned that the stiff penalties applied to the houses on Meander Way along the river are going to decrease comparable home sales and values for the rest of us in the heritage neighborhood. Think before you burden these households with such large expenses they can't ever pay back, allowing it to trickle into our homes faster than the erosion of the River itself. Just pay for the whole kit and kaboodle and be done with it.

From: jeff rud
To: [City Clerk](#)
Subject: Fwd: Mendenhall river restoration
Date: Tuesday, April 17, 2018 8:21:22 PM

3459 meander way. Jeff Rud
Sent from my iPhone

Begin forwarded message:

From: jeff rud <jeffrud@gmail.com>
Date: April 17, 2018 at 8:09:27 PM AKDT
To: city.clerk@juneau.org
Subject: Fwd: Mendenhall river restoration

This is from Jeff Rud at 3459 meander way.
Sent from my iPhone

Begin forwarded message:

From: jeff rud <jeffrud@gmail.com>
Date: April 17, 2018 at 7:45:47 PM AKDT
To: city.clerk@juneau.org
Subject: Mendenhall river restoration

We are completely opposed to the current Mendenhall river restoration project proposed by CBJ and the NRCS.

Sent from my iPhone

From: Christine Shaw
To: [City Clerk](#)
Cc: [Adam Shaw](#); [Rorie Watt](#); [Borough Assembly](#)
Subject: Letter Opposing the LID 200
Date: Wednesday, April 18, 2018 9:03:46 AM
Attachments: [Opposition to LID - Shaw.pdf](#)

Good Morning,

As per CBJ instruction, attached is our formal written objection to the creation of LID 200 Mendenhall River Erosion (and the ordering of the work to be done) to be filed with the Municipal Clerk.

I have also pasted a copy below. Please ensure that it is recorded for the public as well.

At the meeting on April 23rd, will copies of this letter be available to the assembly members for discussion?

Thank you,
Christine & Adam Shaw
3315 Meander Way

April 17, 2018

Dear Mayor Koelsch and Assembly Members:

We firmly oppose the formation of the LID 200 Mendenhall River Erosion.



For context, this is a picture of our backyard at 3315 Meander Way. A survey was done of our property in 1989 and again in 2010 documenting 43 feet from the house to the back fence. Today in 2018, 29 years later, there is still 43 feet. We have no measurable erosion.

This LID will bring no assessable monetary benefit to my property. It is not possible to justify the cost as it is completely disproportionate to the total land value. Analyzing it further, while the initial amount is \$80,000, after factoring in interest (using 5%), the total cost is closer to

\$114,000. Not knowing how CBJ will calculate the financing, homeowners are left with the stressful uncertainty of what monthly payments might be, ranging anywhere from \$700-\$1,000 per month. The enormous cost of this LID is a financial burden that we cannot bear. So not only will we not realize any real benefit or increase in property value, this will put us in financial jeopardy of losing our home.

The NRCS is the only construction bid sought and received. As expected, it is natural for the NRCS to state that their design plan is the best. However, from a taxpayer's viewpoint, this \$11 million dollar project is excessive and unwarranted. The design is to put in rip rap so that vegetation will grow to hold the banks. But we already have years of thick vegetation growing along the banks of our property. This construction planned will instead ruin our land and take away a substantial part of our yard thus further reducing our property values. The irony is that a plan to stop a few people from losing their backyard to possible future erosion will in fact cause the rest of us to lose our backyard.

Finally, it is important to remember that all the property owners signed deeds recorded with the state that they understood the risks associated with the river. Several property owners have already taken steps to repair their own backyards, while others need no repairs. If the city starts getting involved with every house that has had an impact from a natural event there will be no end. This is a precedent of government intrusion that we neither want nor need.

From a broader perspective, there are several reasons why CBJ should not allow this LID:

1. It is not CBJ's responsibility to protect private landowner's land from natural erosion. And to have the city put this extraordinary financial burden on individuals for this reason is unprecedented and unreasonable.
2. NRCS has been clear from the beginning: they will not guarantee that this will stop further erosion. They also stated that it may cause destabilization issues upstream and downstream from the proposed project area. This project could have a far reaching impact to all properties along the river. You are placing the homeowners and the City at risk of being sued from other properties if they end up with destruction from this project.
3. A project of this magnitude has a strong chance for cost over-runs. If you look at the current Federal OMB budget, there are MANY EWP projects that have line items specifically added for project over-runs. I am deeply concerned that cost overruns will not get funded. What will happen then?
4. One of the priorities of the CBJ is to continue to look for ways to manage affordable housing. Imposing an \$80,000 lien for an excessive project that already has been more damaging to the neighborhood (pitting neighbor against neighbor) than helpful is not the answer. There are several retirees on fixed income and young families in this neighborhood. This is not the act of a city advocating for its citizens amidst a dire affordable housing situation.
5. A key factor for a LID is all about adding value. When the assessment per parcel

exceeds the special benefit of the improvement of that parcel which is defined as the difference between the fair market value of the property before and after the local improvement project, the call to form the LID becomes highly questionable.

As Alaskans, we help our neighbors through tough times and we wish to continue to support those who experienced erosion. However, we wish to do so without putting ourselves at risk, financial or otherwise.

One last point, in the original petition to the city, only 8 homeowners signed a petition of interest. Only 8. For the city to assume that if a property owner does not send in a letter that they are agreeing to the LID would be grossly negligent. CBJ does not have the authority to assume "yes" and then impose a huge assessment on an unwilling landowner. This would be a grave infraction to private landowners' rights.

Be really careful here about the precedent you are setting. If this was your home, would you want CBJ to force you to pay \$80,000?

We strongly request that this LID 200 **not** be formed.

Thank you,

Christine & Adam Shaw
3315 Meander Way

From: Flores, Joe
To: [City Clerk](#)
Cc: joe.flores@dhs.gov
Subject: LID 200 Mendenhall River Erosion project
Date: Wednesday, April 18, 2018 10:20:46 AM

Dear Mayor Koelsch and Assembly Members:

I oppose the LID 200 Mendenhall River Erosion project.

1. The magnitude of the financial burden this puts on homeowners is excessive and it will put already debt burdened families at risk of losing their homes. This project, not the river, is what will cause a loss of home values and marketability because of the \$80,000+ lien that no future buyer will ever want to compensate for.
2. NRCS has made it very clear that there will be no warranty that this work will prevent further erosion and they further stated that this project could potentially cause damage upstream and downstream. This just opens up the possibility of us being sued by other neighborhoods and businesses along the river.
3. According to the Alaska State Conservationist with the NRCS, generally on EWP projects the sponsor uses city funds to cover their 25% construction costs. In this case CBJ is assessing citizens. The precedent of having the city force large liens, using private citizen's homes as collateral, to pay for multi-million dollar projects cannot be permitted. Allowing this precedent is detrimental to all of Juneau's citizens, their right to due process, and protection from intrusive government taxation.

This extremely costly solution will place a burden on all of us. This solution is not the best for the neighborhood or community as a whole. We ask that this LID not be formed.

Thank you,

Joe Flores
3455 Meander Way

From: thyes@aol.com
To: [City Clerk](#)
Cc: [jeffrud@gmail.com](#); [koelschkm@gci.net](#); [nic@aol.com](#)
Subject: Opposition to proposed LID 200 Meander River Project
Date: Wednesday, April 18, 2018 10:21:23 AM

To: Mayor Koelsch and Members of the Assembly

From: Russell and Thyes Shaub – 3463 Meander Way

We are opposed to the proposed LID 200 with the \$80,000 assessment per property owner.

Our property is located on the depositing side and has been gaining sand, gravel and stumps for quite some years now. We are the last property on the assessment map. We did vote in favor of the \$40,000 figure in support of the neighbors who are affected but are not in favor of the current proposed LID.

We are just two houses up from Joe Flores and Bud and Roberta Jaeger who have experienced major damage to their property. In the future, if the erosion starts coming back toward us and our next door neighbors, Jeff and Laurie Rud, we would likely work directly with them on an erosion control plan for our properties.

We would like to publicly thank Nico Bus and the neighbors who have spent many hours on this project as well as the staff of the CBJ and Assembly Members.

Sincerely,

Thyes and Rusty Shaub

Presented by: The Manager
Introduced:
Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-14

An Ordinance Authorizing the Manager to Lease a .05 Acre Fraction of Parcel JPD II Tract J1, Located at 6235 and 6255 Alaway Avenue, to the Federal Aviation Administration.

WHEREAS, the Federal Aviation Administration (FAA) has requested to renew its lease of certain City and Borough of Juneau (CBJ) parcels for the purpose of continuing to host FAA weather monitoring equipment; and

WHEREAS, the weather monitoring equipment provides data for local aviation conditions, including wind speeds, wind shear, and local turbulence around take-off and landing approach routes for the Juneau International Airport; and

WHEREAS, the weather monitoring equipment currently occupies approximately 2,269 square feet located on Parcel JPD II Tract J1 at the Juneau Police Department, 6235/6255 Alaway Avenue in Lemon Creek, and has been subject to previous lease agreements since 1997, with the most current lease having expired in June 2017; and

WHEREAS, the Juneau Police Department has expressed no concerns with a new lease for this equipment; and

WHEREAS, the FAA will be responsible for obtaining all the necessary permits at this location, as well as for all operation and maintenance of the weather monitoring equipment and facilities at this location; and

WHEREAS, CBJ 53.09.270(a) authorizes the lease of City and Borough land “to a state or federal agency for less than the market value provided the assembly approves the terms and conditions of such disposal by ordinance”; and

WHEREAS, the proposed terms and conditions of the lease are included as Attachment A to this ordinance; and

WHEREAS, pursuant to CBJ 53.09.270(c), the market value of the leased area to be granted to the FAA, as determined by the Manager, is \$489.89 annually; and

WHEREAS, on March 13, 2017, the Lands Committee passed a motion of support for the proposed no-cost lease to the FAA in order to insure the continuation of the Juneau Airport Wind Systems program; and

WHEREAS, on June 13, 2017, the Planning Commission recommended adoption of the proposed lease to the FAA.

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 Manager is authorized to lease a .05 Acre Fraction of Parcel JPD II Tract J1 at no cost to the United States Department of Transportation, Federal Aviation Administration (FAA) for existing monitoring equipment associated with the Juneau Airport Wind System (JAWS).

Section 3. Term. The lease shall be for a term of ten years, with the option of two ten-year renewal periods but shall be terminable by the lessor if, for any period or periods totaling more than 18 months, the property is not used for the authorized purpose.

Section 4. Rent. This lease will be for no monetary cost, but the FAA shall be responsible for all operation and maintenance of the FAA-owned equipment and facilities located within the leased area.

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

Adopted this _____ day of _____, 2018.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

LEASE #: DTFAWN-17-L-00154
 FAA Identification: JNU Lemon Creek, JAWS
 Location: Juneau, AK

LAND LEASE

Between

**THE UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION**

And

CITY & BOROUGH OF JUNEAU

Lease Number: DTFAWN-17-L-00154

THIS LEASE is hereby entered into by City & Borough of Juneau whose address is 155 S. Seward Street, Juneau, AK 99801 hereinafter referred to as the Lessor and the United States of America, herein after referred to as the Government. This lease shall become effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

This lease supersedes Lease No. DTFA04-02-L-44529 and all other previous agreements between the parties for the leased property described in this document.

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES (08/02) - The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises:

Juneau Airport Wind System (JAWS) FACILITY SITE

Legal description titled "Metes and Bounds Description" for Lemon Creek JAWS Lease Boundary, is hereby attached as "Exhibit A" and made a part of this lease. Real Estate drawing marked as "Exhibit B" is hereby attached and made a part of this lease.

- A. Together with a right-of-way for ingress to and egress from the premises for Government employees, their agents and assigns, a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described

otherwise, to be by routes reasonably determined to be the most convenient to the Government.

- B. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.
 - C. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.
2. TERM - To have and to hold, for the term commencing on the date this agreement is executed, and continuing through April 30, 2027 inclusive, PROVIDED that adequate appropriations are available from year to year for the payment of rentals. The Government shall have two (2) options to renew this lease for a period of ten (10) years.
 3. CONSIDERATION (NO COST) (AUG-02) - The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.
 4. HOLDOVER (10/13) – If, after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquire the property in fee or vacated the premises.
 5. CANCELLATION (08/02) - The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date.

The Lessor may terminate this lease, in whole or in part, if the Government defaults on its covenants under this lease and fails to cure within 30 days upon receiving notice from the Lessor. The Lessor may further terminate this lease if, for any period or periods totaling more than 18 months, the property is not used for the authorized purpose under this lease.
 6. RESTORATION - The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor provides written notice, prior to the date of expiration or termination, requesting restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either:

- (a) Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any preceding lease (changes to the premises in accordance with paragraph 1(a), 1(b) and 1(c) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or,
 - (b) Make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement. (10/96)
- 7. QUIET ENJOYMENT (10/96) - The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.
- 8. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (07/14) –
 - A. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
 - B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
 - C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such

purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

- D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

9. NOTIFICATION OF CHANGE IN OWNERSHIP OR CONTROL OF LAND (10/14) –

If the Lessor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor or Lessor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

10. LESSORS SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

11. CONTRACT DISPUTES (11/03) -

- A. All lease disputes arising under or related to this lease shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
- B. All Lease Disputes shall be in writing and shall be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, SW
Room 323
Washington, DC 20591
Telephone: (202) 267-3290
Facsimile: (202) 267-3720

- C. A lease dispute against the FAA shall be filed with the ODR within two (2) years of the accrual of the lease claim involved. A lease dispute is considered to be filed on the date it is received by the ODR.
- D. The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

12. ANTI-KICKBACK (7/14) - The Anti-Kickback Act of 1986 (41 U.S.C. § 8701 et seq.), prohibits any person from:

- A. Providing or attempting to provide or offering to provide any kickback;
- B. Soliciting, accepting, or attempting to accept any kickback; or
- C. Including, directly or indirectly, the amount of any kickback in the lease price charged by a prime Lessor to the United States Government or in the lease price charged by a sublessor to a prime Lessor or higher tier sublessor.

13. ASSIGNMENT OF CLAIMS (10/96) - Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign his rights to be paid under this lease.

14. COVENANT AGAINST CONTINGENT FEES (08/02) - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this lease upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability or, in its discretion, to deduct from the lease price or consideration, or otherwise recover the full amount of the contingent fee.

15. OFFICIALS NOT TO BENEFIT (10/96) - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.

16. EXAMINATION OF RECORDS (08/02) - The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this lease have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this lease.

17. NOTICES - All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

To the Lessor:
City & Borough of Juneau
155 S. Seward Street
Juneau, AK 99801

To the Government:
DOT / Federal Aviation Administration
Real Estate & Utilities Group
222 W. 7th, #14
Anchorage, AK 99513-7587

18. LEASE PROVISIONS OF LESSOR –

- (a) Responsibility to Properly Locate on Lease Premise (CBJ 53.20.160). It shall be the responsibility of the Government to properly locate Government's improvements on the Leased Premises and failure to so locate shall render the Government liable as provided by law.
- (b) Approval of Other Authorities (CBJ 53.20.180). The issuance by the Lessor of this lease under the provisions of this title does not relieve the Government of the responsibility of obtaining licenses or permits as may be required by the Lessor or by duly authorized state or federal agencies.
- (c) Other Terms and Conditions of Lessor (CBJ 53.20.109)
 - a. Lease Utilization. The leased lands shall be utilized only for purposes within the scope of the application and the terms of the lease, and in conformity with applicable local, state and federal laws and regulations. Utilization or development for other than the allowed uses shall constitute a violation of the lease and subject the lease to cancellation at any time.
- (d) Modification. The lease may be modified only by an agreement in writing signed by all parties in interest or their successor in interest.

LEASE #: DTFAWN-17-L-00154
FAA Identification: JNU Lemon Creek, JAWS
Location: Juneau, AK

IN WITNESS WHEREOF, the parties hereto have signed their names.

LESSOR:

Duncan Rorie Watt, City Manager

Date

UNITED STATES OF AMERICA:

Alice L. Salzman
Real Estate Contracting Officer

Date

EXHIBIT A

**METES AND BOUNDS DESCRIPTION
(LEMON CREEK J.A.W.S. LEASE BOUNDARY)**

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED WITHIN, JPD SUBDIVISION, WITHIN SURVEY NO. 2121, PROTRACTED SECTION 34, T.40S., R66E., C.R.M., CITY AND BOROUGH OF JUNEAU, FIRST JUDICIAL DISTRICT, STATE OF ALASKA BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF THIS DESCRIPTION, FROM WHICH U.S.G.S. TRIANGULATION STATION "EDDIE" BEARS N88°19'15"W-11,468.53'; THENCE ALONG THE WEST BOUNDARY OF THIS DESCRIPTION N0°41'30"E-49.03' TO THE NORTHWEST CORNER, FROM WHICH THE PROTRACTED QUARTER CORNER OF SECTIONS 33 AND 34, T.40S., R66E., C.R.M. BEARS N14°12'15"W-800.53'; THENCE ALONG THE NORTH BOUNDARY OF THIS DESCRIPTION S87°29'30"E-47.68' TO THE NORTHEAST CORNER; THENCE ALONG THE EAST BOUNDARY OF THIS DESCRIPTION S2°30'30"W-47.75' TO THE SOUTHEAST CORNER; THENCE ALONG THE SOUTH BOUNDARY OF THIS DESCRIPTION N89°02'45"W-46.14' TO THE TRUE POINT AND PLACE OF BEGINNING.

CONTAINING 2,269 SQUARE FEET (0.05 ACRES), MORE OR LESS.



Presented by: The Manager
Introduced:
Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-15

An Ordinance Authorizing the Manager to Lease a .4 Acre Fraction of Lot 1, USS 3559, Located Near Fish Creek Road on North Douglas, to the Federal Aviation Administration.

WHEREAS, the Federal Aviation Administration (FAA) has requested to renew its lease of certain City and Borough of Juneau (CBJ) parcels for the purpose of continuing to host FAA weather monitoring equipment; and

WHEREAS, the weather monitoring equipment provides data for local aviation conditions, including wind speeds, wind shear, and local turbulence around take-off and landing approach routes for the Juneau International Airport; and

WHEREAS, the weather monitoring equipment currently occupies approximately 13,927 square feet located near Fish Creek Road on North Douglas, and has been subject to previous lease agreements since 1997, with the most current lease having expired in June 2017; and

WHEREAS, in addition to the land occupied by the weather monitoring equipment, the lease was amended on December 11, 2007, to include a 3,441 square foot trail right-of-way; and

WHEREAS, the FAA will be responsible for obtaining all the necessary permits at this location, as well as for all operation and maintenance of the weather monitoring equipment and facilities at this location; and

WHEREAS, CBJ 53.09.270(a) authorizes the lease of City and Borough land “to a state or federal agency for less than the market value provided the assembly approves the terms and conditions of such disposal by ordinance”; and

WHEREAS, the proposed terms and conditions of the lease are included as Attachment A to this ordinance; and

WHEREAS, pursuant to CBJ 53.09.270(c), the market value of the leased area and trail right-of-way to be granted to the FAA, as determined by the Manager, is \$771.14 annually; and

WHEREAS, on March 13, 2017, the Lands Committee passed a motion of support for the proposed no-cost lease to the FAA in order to insure the continuation of the Juneau Airport Wind Systems program; and

WHEREAS, on June 13, 2017, the Planning Commission recommended adoption of the proposed lease to the FAA.

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 Manager is authorized to lease a .4 Acre Fraction of Lot 1, USS 3559 at no cost to the United States Department of Transportation, Federal Aviation Administration (FAA) for existing monitoring equipment associated with the Juneau Airport Wind System (JAWS), including the associated right-of-way.

Section 3. Term. The lease shall be for a term of ten years, with the option of two ten-year renewal periods but shall be terminable by the lessor if, for any period or periods totaling more than 18 months, the property is not used for the authorized purpose.

Section 4. Rent. This lease will be for no monetary cost, but the FAA shall be responsible for all operation and maintenance of the FAA owned equipment and facilities located within the leased area.

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

Adopted this _____ day of _____, 2018.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

LAND LEASE

Between

**THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

CITY & BOROUGH OF JUNEAU

Lease Number: DTFAWN-17-L-00153

THIS LEASE is hereby entered into by City & Borough of Juneau whose address is 155 S. Seward Street, Juneau, AK 99801 hereinafter referred to as the Lessor and the United States of America, herein after referred to as the Government. This lease shall become effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

This lease supersedes Lease No. DTFA04-02-L-44531 (North Douglas) and DTFA04-02-L-44533 (South Douglas) and all other previous agreements between the parties for the leased property described in this document.

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES (08/02) - The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises:

Juneau Airport Wind System (JAWS) FACILITY SITE

Legal descriptions titled "Metes and Bounds Description" for North Douglas JAWS Trail Right of Way, North Douglas JAWS Lease Boundary, South Douglas JAWS Lease Boundary are hereby attached as "Exhibit A" and made a part of this lease. Real Estate drawings for North and South Douglas sites are hereby attached as "Exhibit B" and made a part of this lease.

- A. Together with a right-of-way for ingress to and egress from the premises for Government employees, their agents and assigns, a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface

power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

- B. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.
 - C. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.
2. TERM - To have and to hold, for the term commencing on the date this agreement is executed, and continuing through April 30, 2027 inclusive, PROVIDED that adequate appropriations are available from year to year for the payment of rentals. The Government shall have two (2) options to renew this lease for a period of ten (10) years.
 3. CONSIDERATION (NO COST) (AUG-02) -The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.
 4. HOLDOVER (10/13) – If, after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquire the property in fee or vacated the premises.
 5. CANCELLATION (08/02) - The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date.
- The Lessor may terminate this lease, in whole or in part, if the Government defaults on its covenants under this lease and fails to cure within 30 days upon receiving notice from the Lessor. The Lessor may further terminate this lease if, for any period or periods totaling more than 18 months, the property is not used for the authorized purpose under this lease.
6. RESTORATION - The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor provides written notice, prior to the date of expiration or termination, requesting restoration of the premises, the Government at

its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either:

- (a) Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any preceding lease (changes to the premises in accordance with paragraph 1(a), 1(b) and 1(c) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or,
- (b) Make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement. (10/96)

7. QUIET ENJOYMENT (10/96) - The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

8. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (07/14) –

- A. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the

giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

- D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

9. NOTIFICATION OF CHANGE IN OWNERSHIP OR CONTROL OF LAND (10/14) –

If the Lessor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor or Lessor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

10. LESSORS SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

11. CONTRACT DISPUTES (11/03) -

- A. All lease disputes arising under or related to this lease shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
- B. All Lease Disputes shall be in writing and shall be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, SW
Room 323

Washington, DC 20591
 Telephone: (202) 267-3290
 Facsimile: (202) 267-3720

- C. A lease dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A lease dispute is considered to be filed on the date it is received by the ODRA.
 - D. The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.
12. ANTI-KICKBACK (7/14) - The Anti-Kickback Act of 1986 (41 U.S.C. § 8701 et seq.), prohibits any person from:
- A. Providing or attempting to provide or offering to provide any kickback;
 - B. Soliciting, accepting, or attempting to accept any kickback; or
 - C. Including, directly or indirectly, the amount of any kickback in the lease price charged by a prime Lessor to the United States Government or in the lease price charged by a sublessor to a prime Lessor or higher tier sublessor.
13. ASSIGNMENT OF CLAIMS (10/96) - Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign his rights to be paid under this lease.
14. COVENANT AGAINST CONTINGENT FEES (08/02) - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this lease upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability or, in its discretion, to deduct from the lease price or consideration, or otherwise recover the full amount of the contingent fee.
15. OFFICIALS NOT TO BENEFIT (10/96) - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.
16. EXAMINATION OF RECORDS (08/02) - The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this lease have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this lease.

17. NOTICES - All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

To the Lessor:

City & Borough of Juneau
155 S. Seward Street
Juneau, AK 99801

To the Government:

DOT / Federal Aviation Administration
Real Estate & Utilities Group
222 W. 7th, #14
Anchorage, AK 99513-7587

18. LEASE PROVISIONS OF LESSOR –

- (a) Responsibility to Properly Locate on Lease Premise (CBJ 53.20.160). It shall be the responsibility of the Government to properly locate Government's improvements on the Leased Premises and failure to so locate shall render the Government liable as provided by law.
- (b) Approval of Other Authorities (CBJ 53.20.180). The issuance by the Lessor of this lease under the provisions of this title does not relieve the Government of the responsibility of obtaining licenses or permits as may be required by the Lessor or by duly authorized state or federal agencies.
- (c) Other Terms and Conditions of Lessor (CBJ 53.20.109)
 - a. Lease Utilization. The leased lands shall be utilized only for purposes within the scope of the application and the terms of the lease, and in conformity with applicable local, state and federal laws and regulations. Utilization or development for other than the allowed uses shall constitute a violation of the lease and subject the lease to cancellation at any time.
- (d) Modification. The lease may be modified only by an agreement in writing signed by all parties in interest or their successor in interest.

LEASE #: DTFAWN-17-L-00153

FAA Identification: JNU South/North Douglas, JAWS

Location: Juneau, AK

IN WITNESS WHEREOF, the parties hereto have signed their names.

LESSOR:

Duncan Rorie Watt, City Manager

Date

UNITED STATES OF AMERICA:

Alice L. Salzman
Real Estate Contracting Officer

Date

ATTACHMENT A
Lease Number DTFA04-02-L-44531
Modification No. 1
NORTH DOUGLAS J.A.W.S. TRAIL RIGHT-OF-WAY
METES AND BOUNDS DESCRIPTION

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED WITHIN LOT 1 SURVEY NO. 3559, PROTRACTED SECTIONS 2 AND 11, T.41S., R67E., C.R.M., CITY AND BOROUGH OF JUNEAU, FIRST JUDICIAL DISTRICT, STATE OF ALASKA BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT THE WESTERLY MOST CORNER OF THIS DESCRIPTION, FROM WHICH ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES P.C. STATION "L"10+79.03, 100', FISH CREEK ROAD RIGHT BEARS S53°18'05"W-15.26'; THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF THIS DESCRIPTION THE FOLLOWING COURSES; S36°25'10"W-202.08' TO AN ANGLE POINT; THENCE S51°14'49"W-142.37' TO THE SOUTHERLY MOST CORNER OF THIS DESCRIPTION, FROM WHICH THE EASTERLY MOST CORNER OF THE NORTH DOUGLAS J.A.W.S. SITE LEASE BOUNDARY BEARS S49°35'45"E-52.77'; THENCE ALONG THE COMMON BOUNDARY BETWEEN THE AFOREMENTIONED J.A.W.S. SITE AND THIS DESCRIPTION N49°35'45"W-10.18' TO THE WESTERLY MOST CORNER OF THIS DESCRIPTION; THENCE ALONG THE NORTHWESTERLY BOUNDARY THE FOLLOWING COURSES; N51°14'49"E-142.99' TO AN ANGLE POINT, THENCE N36°25'10"E-200.83' TO A POINT ON THE HEREINBEFORE DESCRIBED RIGHT-OF-WAY LIMITS OF FISH CREEK ROAD; THENCE ALONG SAID RIGHT-OF-WAY S53°18'05"E-10.00' TO THE TRUE POINT AND PLACE OF BEGINNING.

CONTAINING 3,441 SQUARE FEET (0.08 ACRE), MORE OR LESS.

AND

METES AND BOUNDS DESCRIPTION
(NORTH DOUGLAS J.A.W.S. LEASE BOUNDARY)

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED WITHIN LOT 1 SURVEY NO. 3559, PROTRACTED SECTIONS 2 AND 11, T.41S., R67E., C.R.M., CITY AND BOROUGH OF JUNEAU, FIRST JUDICIAL DISTRICT, STATE OF ALASKA BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF THIS DESCRIPTION, FROM WHICH U.S.G.S. TRIANGULATION STATION "EDDIE" BEARS N8°23'15"W-7,349.47'; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF THIS DESCRIPTION N40°24'15"E-169.09' TO THE NORTH CORNER; THENCE ALONG THE NORTHEASTERLY BOUNDARY OF THIS DESCRIPTION S49°35'45"E-82.36' TO THE EAST CORNER; THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF THIS DESCRIPTION S40°24'15"W-169.09' T THE SOUTH CORNER, FROM WHICH THE PROTRACTED CORNER OF SECTIONS 1,2,11 AND 12, T.41S., R67E., C.R.M. BEARS N87°10'45"E-343.30'; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF THIS DESCRIPTION N49°35'45"W-82.36' TO THE TRUE POINT AND PLACE OF BEGINNING.

CONTAINING 13,927 SQUARE FEET (0.32 ACRES), MORE OR LESS.

EXHIBIT A

METES AND BOUNDS DESCRIPTION (NORTH DOUGLAS J.A.W.S. TRAIL RIGHT-OF-WAY)

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED WITHIN LOT 1 SURVEY NO. 3559, PROTRACTED SECTIONS 2 AND 11, T.41S., R67E., C.R.M., CITY AND BOROUGH OF JUNEAU, FIRST JUDICIAL DISTRICT, STATE OF ALASKA BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT THE WESTERLY MOST CORNER OF THIS DESCRIPTION, FROM WHICH ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES P.C. STATION "L"10+79.03, 100', FISH CREEK ROAD RIGHT BEARS S53°18'05"W-15.26'; THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF THIS DESCRIPTION THE FOLLOWING COURSES; S36°25'10"W-202.08' TO AN ANGLE POINT; THENCE S51°14'49"W-142.37' TO THE SOUTHERLY MOST CORNER OF THIS DESCRIPTION, FROM WHICH THE EASTERLY MOST CORNER OF THE NORTH DOUGLAS J.A.W.S. SITE LEASE BOUNDARY BEARS S49°35'45"E-52.77'; THENCE ALONG THE COMMON BOUNDARY BETWEEN THE AFOREMENTIONED J.A.W.S. SITE AND THIS DESCRIPTION N49°35'45"W-10.18' TO THE WESTERLY MOST CORNER OF THIS DESCRIPTION; THENCE ALONG THE NORTHWESTERLY BOUNDARY THE FOLLOWING COURSES; N51°14'49"E-142.99' TO AN ANGLE POINT, THENCE N36°25'10"E-200.83' TO A POINT ON THE HEREINBEFORE DESCRIBED RIGHT-OF-WAY LIMITS OF FISH CREEK ROAD; THENCE ALONG SAID RIGHT-OF-WAY S53°18'05"E-10.00' TO THE TRUE POINT AND PLACE OF BEGINNING.

CONTAINING 3,441 SQUARE FEET (0.08 ACRE), MORE OR LESS.

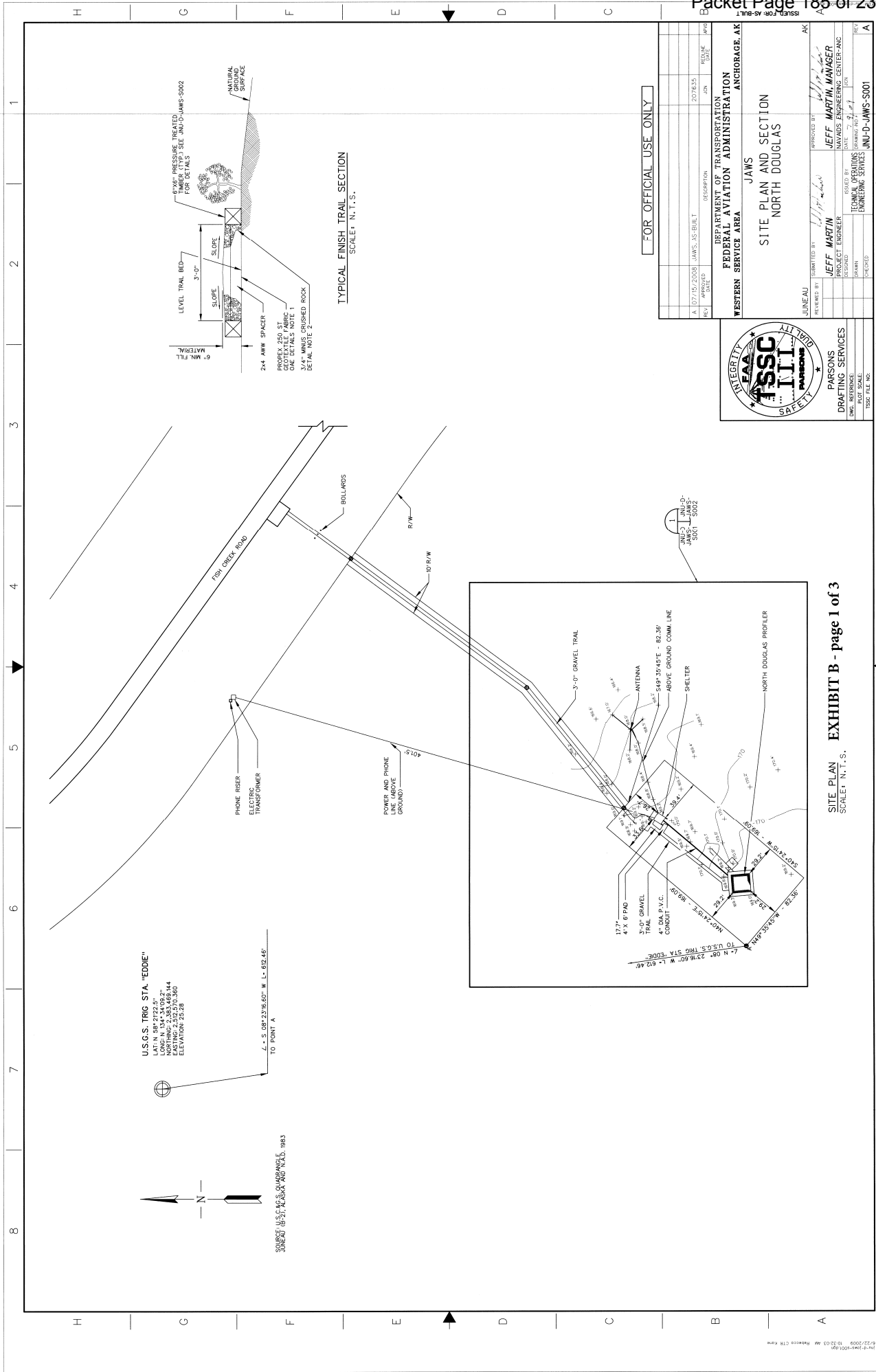
EXHIBIT A

METES AND BOUNDS DESCRIPTION
(SOUTH DOUGLAS J.A.W.S. LEASE BOUNDARY)

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED WITHIN ALASKA TIDELINES SURVEY 14, PROTRACTED SECTION 36, T41S, R67E, C.R.M, CITY AND BOROUGH OF JUNEAU, FIRST JUDICIAL DISTRICT, STATE OF ALASKA BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF THIS DESCRIPTION, FROM WHICH U.S.G.S. TRIANGULATION STATION "EDDIE" BEARS N49°28'00"W 45,045.97', ALSO FROM WHICH THE PROTRACTED CORNER OF SECTIONS 25,26,35 AND 36, T41S, R67E, C.R.M BEARS N73°18'00"W 1,662.42'; THENCE ALONG THE NORTH BOUNDARY OF THIS DESCRIPTION N82°52'30"E 49.55' TO THE NORTHEAST CORNER; THENCE ALONG THE EAST BOUNDARY OF THIS DESCRIPTION S7°33'15"E 30.26' TO THE SOUTHEAST CORNER, THENCE ALONG THE SOUTH BOUNDARY OF THIS DESCRIPTION S80°27'00"W 31.03' TO THE SOUTHWESTERLY MOST CORNER; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF THIS DESCRIPTION THE FOLLOWING COURSES N60°19'00"W 23.56'; N6°50'30"W 17.46' TO THE TRUE POINT AND PLACE OF BEGINNING.

CONTAINING 1,416 SQUARE FEET (0.03 ACRES), MORE OR LESS.



FOR OFFICIAL USE ONLY

REV.	DATE	DESCRIPTION	BY	DATE
A	07/15/2008	JAWS, AS-BUILT	JUNEAU	

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WESTERN SERVICE AREA
JAWS
SITE PLAN AND SECTION
NORTH DOUGLAS
ANCHORAGE, AK

SUBMITTED BY: JEFF MARTIN
PROJECT ENGINEER: JEFF MARTIN
DESIGNED: JEFF MARTIN
CHECKED: JEFF MARTIN
DATE: 7/15/08

APPROVED BY: JEFF MARTIN
MANAGER: JEFF MARTIN
NORTH DOUGLAS
ANCHORAGE, AK

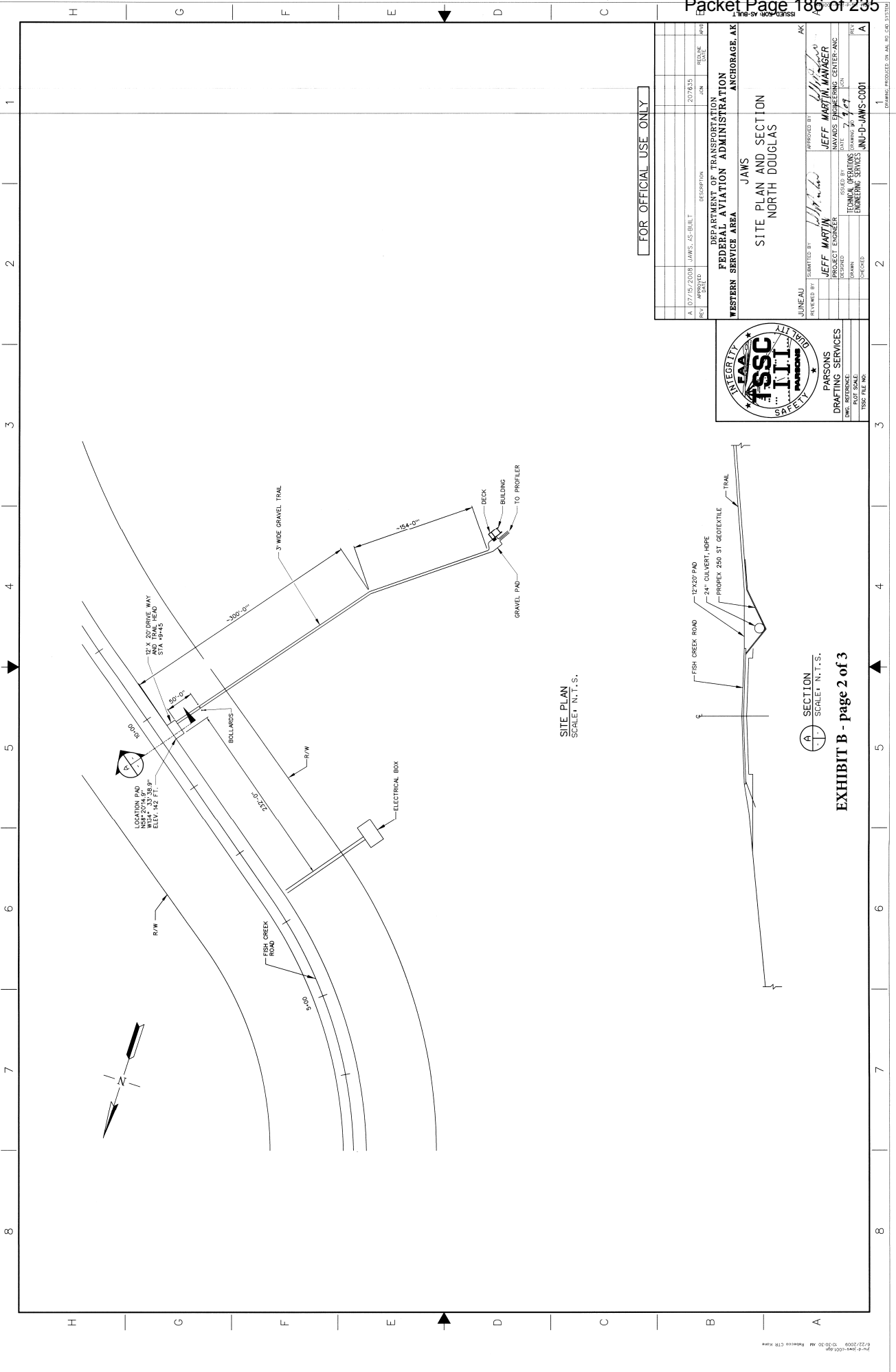
JUNE AU

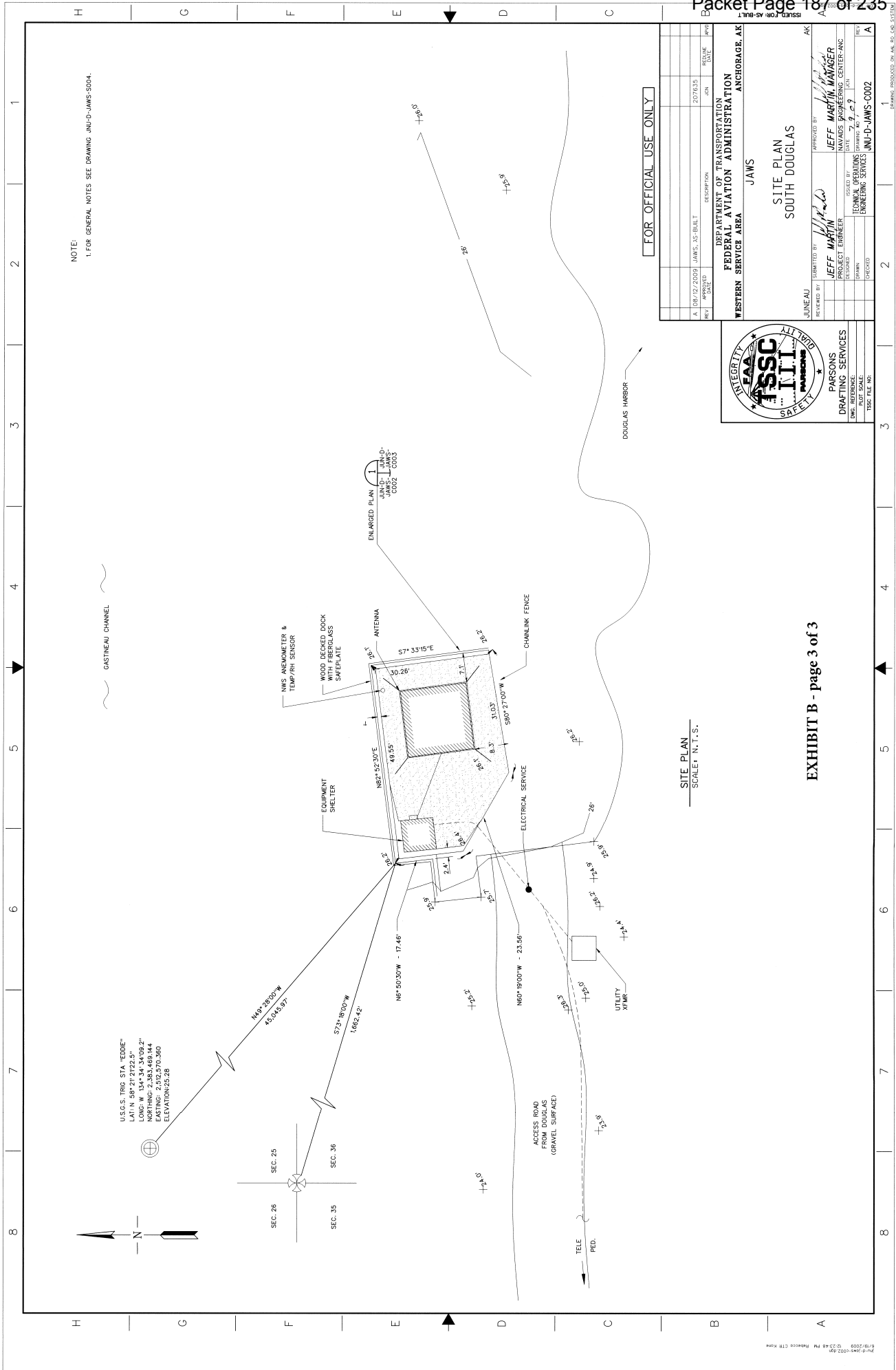
REVIEWED BY: JEFF MARTIN
PROJECT ENGINEER: JEFF MARTIN
DESIGNED: JEFF MARTIN
CHECKED: JEFF MARTIN
DATE: 7/15/08

APPROVED BY: JEFF MARTIN
MANAGER: JEFF MARTIN
NORTH DOUGLAS
ANCHORAGE, AK



SITE PLAN EXHIBIT B - page 1 of 3
SCALE: N.T.S.





Presented by: The Manager
Introduced:
Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-16

An Ordinance Authorizing the Manager to Lease a .032 Acre Fraction of ATS 14, Located at 115 Dock Street, Douglas, to the Federal Aviation Administration.

WHEREAS, the Federal Aviation Administration (FAA) has requested to renew its lease of certain City and Borough of Juneau (CBJ) parcels for the purpose of continuing to host FAA weather monitoring equipment; and

WHEREAS, the weather monitoring equipment provides data for local aviation conditions, including wind speeds, wind shear, and local turbulence around take-off and landing approach routes for the Juneau International Airport; and

WHEREAS, the weather monitoring equipment currently occupies approximately 1,416 square feet located near the Douglas Harbor, and has been subject to previous lease agreements since 1997, with the most current lease having expired in June 2017; and

WHEREAS, the FAA will be responsible for obtaining all the necessary permits at this location, as well as for all operation and maintenance of the weather monitoring equipment and facilities at this location; and

WHEREAS, CBJ 53.09.270(a) authorizes the lease of City and Borough land “to a state or federal agency for less than the market value provided the assembly approves the terms and conditions of such disposal by ordinance”; and

WHEREAS, the proposed terms and conditions of the lease are included as Attachment A to this ordinance; and

WHEREAS, pursuant to CBJ 53.09.270(c), the market value of the leased area to be granted to the FAA, as determined by the Manager, is \$2,407.77 annually; and

WHEREAS, on March 13, 2017, the Lands Committee passed a motion of support for the proposed no-cost lease to the FAA in order to insure the continuation of the Juneau Airport Wind Systems program; and

WHEREAS, on June 13, 2017, the Planning Commission recommended adoption of the proposed lease to the FAA.

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 Manager is authorized to lease a .032 Acre Fraction of ATS 14, located at 115 Dock Street in Douglas, at no cost to the Department of Transportation, Federal Aviation Administration (FAA) for existing monitoring equipment associated with the Juneau Airport Wind System (JAWS).

Section 3. Term. The lease shall be for a term of ten years, with the option of two ten-year renewal periods but shall be terminable by the lessor if, for any period or periods totaling more than 18 months, the property is not used for the authorized purpose.

Section 4. Rent. This lease will be for no monetary cost, but the FAA shall be responsible for all operation and maintenance of the FAA owned equipment and facilities located within the leased area.

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

Adopted this _____ day of _____, 2018.

Attest:

Kendell D. Koelsch, Mayor

Laurie J. Sica, Municipal Clerk

LAND LEASE

Between

**THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

CITY & BOROUGH OF JUNEAU

Lease Number: DTFAWN-17-L-00153

THIS LEASE is hereby entered into by City & Borough of Juneau whose address is 155 S. Seward Street, Juneau, AK 99801 hereinafter referred to as the Lessor and the United States of America, herein after referred to as the Government. This lease shall become effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

This lease supersedes Lease No. DTFA04-02-L-44531 (North Douglas) and DTFA04-02-L-44533 (South Douglas) and all other previous agreements between the parties for the leased property described in this document.

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES (08/02) - The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises:

Juneau Airport Wind System (JAWS) FACILITY SITE

Legal descriptions titled "Metes and Bounds Description" for North Douglas JAWS Trail Right of Way, North Douglas JAWS Lease Boundary, South Douglas JAWS Lease Boundary are hereby attached as "Exhibit A" and made a part of this lease. Real Estate drawings for North and South Douglas sites are hereby attached as "Exhibit B" and made a part of this lease.

- A. Together with a right-of-way for ingress to and egress from the premises for Government employees, their agents and assigns, a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface

power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

- B. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.
 - C. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.
2. TERM - To have and to hold, for the term commencing on the date this agreement is executed, and continuing through April 30, 2027 inclusive, PROVIDED that adequate appropriations are available from year to year for the payment of rentals. The Government shall have two (2) options to renew this lease for a period of ten (10) years.
 3. CONSIDERATION (NO COST) (AUG-02) - The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.
 4. HOLDOVER (10/13) – If, after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquire the property in fee or vacated the premises.
 5. CANCELLATION (08/02) - The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date.
- The Lessor may terminate this lease, in whole or in part, if the Government defaults on its covenants under this lease and fails to cure within 30 days upon receiving notice from the Lessor. The Lessor may further terminate this lease if, for any period or periods totaling more than 18 months, the property is not used for the authorized purpose under this lease.
6. RESTORATION - The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor provides written notice, prior to the date of expiration or termination, requesting restoration of the premises, the Government at

its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either:

- (a) Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any preceding lease (changes to the premises in accordance with paragraph 1(a), 1(b) and 1(c) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or,
- (b) Make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement. (10/96)

7. QUIET ENJOYMENT (10/96) - The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

8. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (07/14) –

- A. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the

giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

- D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

9. NOTIFICATION OF CHANGE IN OWNERSHIP OR CONTROL OF LAND (10/14) –

If the Lessor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor or Lessor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

10. LESSORS SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

11. CONTRACT DISPUTES (11/03) -

- A. All lease disputes arising under or related to this lease shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
- B. All Lease Disputes shall be in writing and shall be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, SW
Room 323

Washington, DC 20591
 Telephone: (202) 267-3290
 Facsimile: (202) 267-3720

- C. A lease dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A lease dispute is considered to be filed on the date it is received by the ODRA.
 - D. The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.
12. ANTI-KICKBACK (7/14) - The Anti-Kickback Act of 1986 (41 U.S.C. § 8701 et seq.), prohibits any person from:
- A. Providing or attempting to provide or offering to provide any kickback;
 - B. Soliciting, accepting, or attempting to accept any kickback; or
 - C. Including, directly or indirectly, the amount of any kickback in the lease price charged by a prime Lessor to the United States Government or in the lease price charged by a sublessor to a prime Lessor or higher tier sublessor.
13. ASSIGNMENT OF CLAIMS (10/96) - Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign his rights to be paid under this lease.
14. COVENANT AGAINST CONTINGENT FEES (08/02) - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this lease upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability or, in its discretion, to deduct from the lease price or consideration, or otherwise recover the full amount of the contingent fee.
15. OFFICIALS NOT TO BENEFIT (10/96) - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.
16. EXAMINATION OF RECORDS (08/02) - The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this lease have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this lease.

17. NOTICES - All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

To the Lessor:

City & Borough of Juneau
155 S. Seward Street
Juneau, AK 99801

To the Government:

DOT / Federal Aviation Administration
Real Estate & Utilities Group
222 W. 7th, #14
Anchorage, AK 99513-7587

18. LEASE PROVISIONS OF LESSOR –

- (a) Responsibility to Properly Locate on Lease Premise (CBJ 53.20.160). It shall be the responsibility of the Government to properly locate Government's improvements on the Leased Premises and failure to so locate shall render the Government liable as provided by law.
- (b) Approval of Other Authorities (CBJ 53.20.180). The issuance by the Lessor of this lease under the provisions of this title does not relieve the Government of the responsibility of obtaining licenses or permits as may be required by the Lessor or by duly authorized state or federal agencies.
- (c) Other Terms and Conditions of Lessor (CBJ 53.20.109)
 - a. Lease Utilization. The leased lands shall be utilized only for purposes within the scope of the application and the terms of the lease, and in conformity with applicable local, state and federal laws and regulations. Utilization or development for other than the allowed uses shall constitute a violation of the lease and subject the lease to cancellation at any time.
- (d) Modification. The lease may be modified only by an agreement in writing signed by all parties in interest or their successor in interest.

LEASE #: DTFAWN-17-L-00153

FAA Identification: JNU South/North Douglas, JAWS

Location: Juneau, AK

IN WITNESS WHEREOF, the parties hereto have signed their names.

LESSOR:

Duncan Rorie Watt, City Manager

Date

UNITED STATES OF AMERICA:

Alice L. Salzman
Real Estate Contracting Officer

Date

ATTACHMENT A
Lease Number DTFA04-02-L-44531
Modification No. 1
NORTH DOUGLAS J.A.W.S. TRAIL RIGHT-OF-WAY
METES AND BOUNDS DESCRIPTION

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED WITHIN LOT 1 SURVEY NO. 3559, PROTRACTED SECTIONS 2 AND 11, T.41S., R67E., C.R.M., CITY AND BOROUGH OF JUNEAU, FIRST JUDICIAL DISTRICT, STATE OF ALASKA BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT THE WESTERLY MOST CORNER OF THIS DESCRIPTION, FROM WHICH ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES P.C. STATION "L"10+79.03, 100', FISH CREEK ROAD RIGHT BEARS S53°18'05"W-15.26'; THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF THIS DESCRIPTION THE FOLLOWING COURSES; S36°25'10"W-202.08' TO AN ANGLE POINT; THENCE S51°14'49"W-142.37' TO THE SOUTHERLY MOST CORNER OF THIS DESCRIPTION, FROM WHICH THE EASTERLY MOST CORNER OF THE NORTH DOUGLAS J.A.W.S. SITE LEASE BOUNDARY BEARS S49°35'45"E-52.77'; THENCE ALONG THE COMMON BOUNDARY BETWEEN THE AFOREMENTIONED J.A.W.S. SITE AND THIS DESCRIPTION N49°35'45"W-10.18' TO THE WESTERLY MOST CORNER OF THIS DESCRIPTION; THENCE ALONG THE NORTHWESTERLY BOUNDARY THE FOLLOWING COURSES; N51°14'49"E-142.99' TO AN ANGLE POINT, THENCE N36°25'10"E-200.83' TO A POINT ON THE HEREINBEFORE DESCRIBED RIGHT-OF-WAY LIMITS OF FISH CREEK ROAD; THENCE ALONG SAID RIGHT-OF-WAY S53°18'05"E-10.00' TO THE TRUE POINT AND PLACE OF BEGINNING.

CONTAINING 3,441 SQUARE FEET (0.08 ACRE), MORE OR LESS.

AND

METES AND BOUNDS DESCRIPTION
(NORTH DOUGLAS J.A.W.S. LEASE BOUNDARY)

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED WITHIN LOT 1 SURVEY NO. 3559, PROTRACTED SECTIONS 2 AND 11, T.41S., R67E., C.R.M., CITY AND BOROUGH OF JUNEAU, FIRST JUDICIAL DISTRICT, STATE OF ALASKA BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF THIS DESCRIPTION, FROM WHICH U.S.G.S. TRIANGULATION STATION "EDDIE" BEARS N8°23'15"W-7,349.47'; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF THIS DESCRIPTION N40°24'15"E-169.09' TO THE NORTH CORNER; THENCE ALONG THE NORTHEASTERLY BOUNDARY OF THIS DESCRIPTION S49°35'45"E-82.36' TO THE EAST CORNER; THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF THIS DESCRIPTION S40°24'15"W-169.09' TO THE SOUTH CORNER, FROM WHICH THE PROTRACTED CORNER OF SECTIONS 1,2,11 AND 12, T.41S., R67E., C.R.M. BEARS N87°10'45"E-343.30'; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF THIS DESCRIPTION N49°35'45"W-82.36' TO THE TRUE POINT AND PLACE OF BEGINNING.

CONTAINING 13,927 SQUARE FEET (0.32 ACRES), MORE OR LESS.

EXHIBIT A

METES AND BOUNDS DESCRIPTION (NORTH DOUGLAS J.A.W.S. TRAIL RIGHT-OF-WAY)

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED WITHIN LOT 1 SURVEY NO. 3559, PROTRACTED SECTIONS 2 AND 11, T.41S., R67E., C.R.M., CITY AND BOROUGH OF JUNEAU, FIRST JUDICIAL DISTRICT, STATE OF ALASKA BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT THE WESTERLY MOST CORNER OF THIS DESCRIPTION, FROM WHICH ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES P.C. STATION "L"10+79.03, 100', FISH CREEK ROAD RIGHT BEARS S53°18'05"W-15.26'; THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF THIS DESCRIPTION THE FOLLOWING COURSES; S36°25'10"W-202.08' TO AN ANGLE POINT; THENCE S51°14'49"W-142.37' TO THE SOUTHERLY MOST CORNER OF THIS DESCRIPTION, FROM WHICH THE EASTERLY MOST CORNER OF THE NORTH DOUGLAS J.A.W.S. SITE LEASE BOUNDARY BEARS S49°35'45"E-52.77'; THENCE ALONG THE COMMON BOUNDARY BETWEEN THE AFOREMENTIONED J.A.W.S. SITE AND THIS DESCRIPTION N49°35'45"W-10.18' TO THE WESTERLY MOST CORNER OF THIS DESCRIPTION; THENCE ALONG THE NORTHWESTERLY BOUNDARY THE FOLLOWING COURSES; N51°14'49"E-142.99' TO AN ANGLE POINT, THENCE N36°25'10"E-200.83' TO A POINT ON THE HEREINBEFORE DESCRIBED RIGHT-OF-WAY LIMITS OF FISH CREEK ROAD; THENCE ALONG SAID RIGHT-OF-WAY S53°18'05"E-10.00' TO THE TRUE POINT AND PLACE OF BEGINNING.

CONTAINING 3,441 SQUARE FEET (0.08 ACRE), MORE OR LESS.

EXHIBIT A

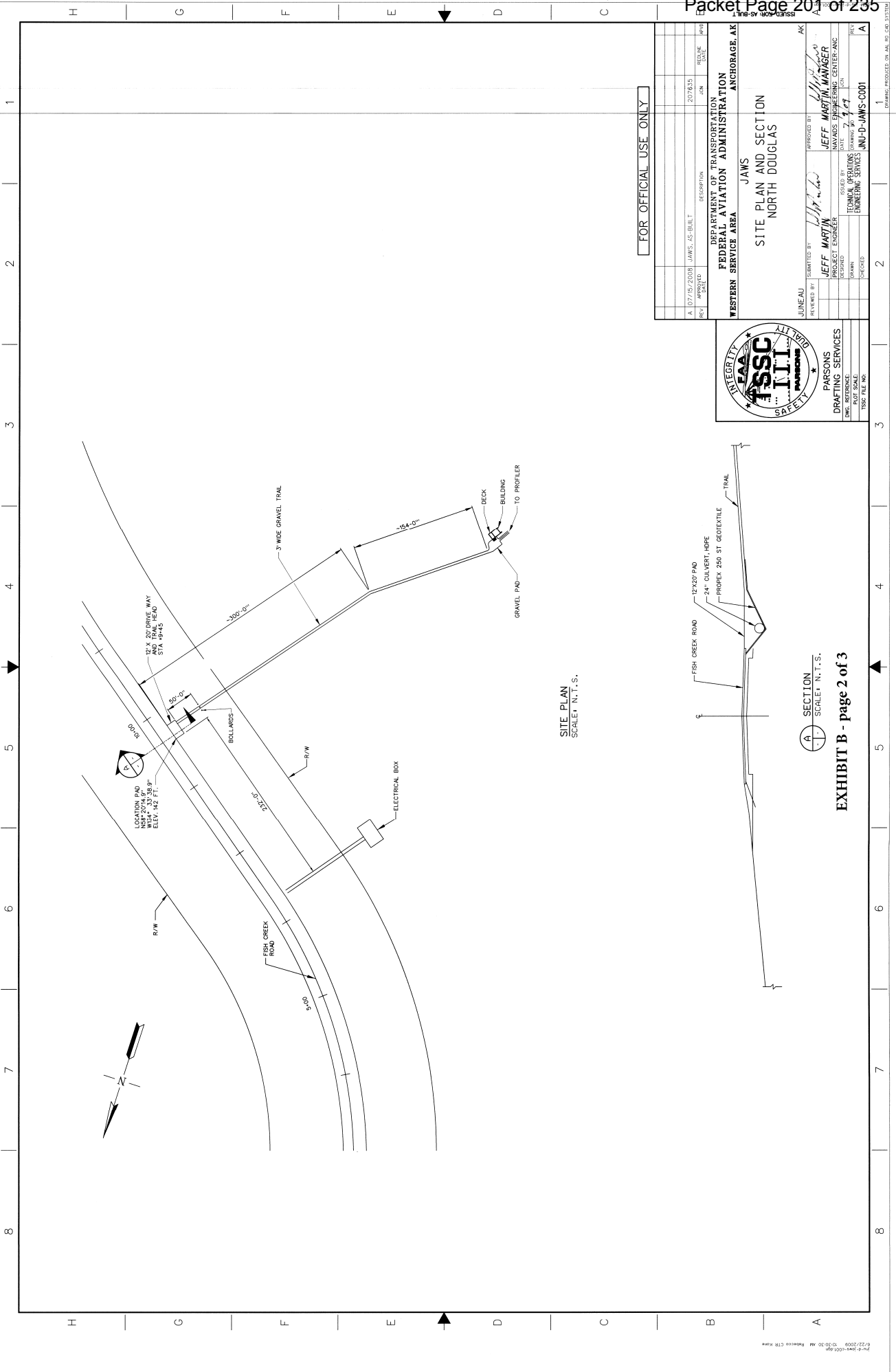
METES AND BOUNDS DESCRIPTION
(SOUTH DOUGLAS J.A.W.S. LEASE BOUNDARY)

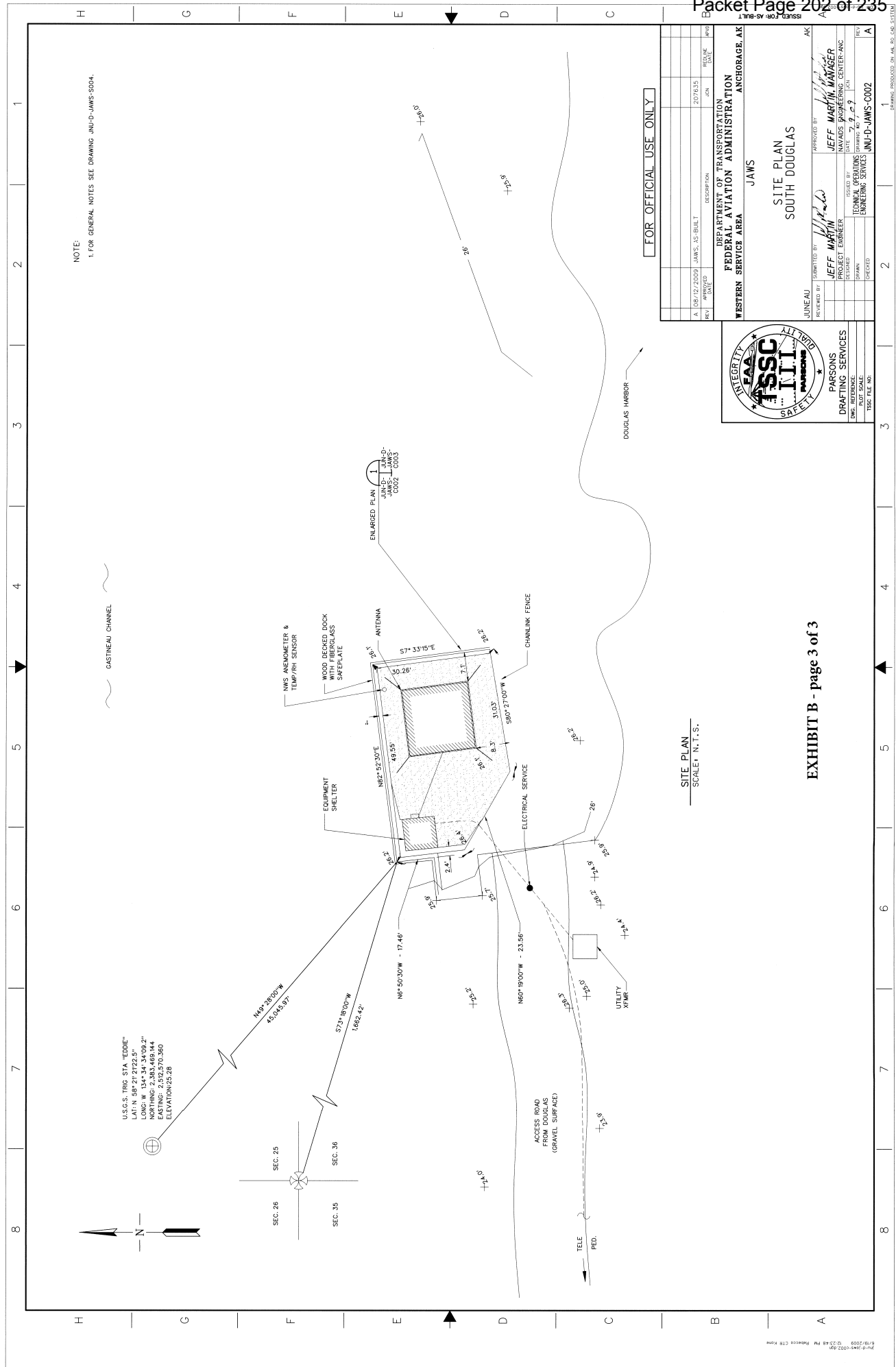
A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED WITHIN ALASKA TIDELINES SURVEY 14, PROTRACTED SECTION 36, T41S, R67E, C.R.M, CITY AND BOROUGH OF JUNEAU, FIRST JUDICIAL DISTRICT, STATE OF ALASKA BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF THIS DESCRIPTION, FROM WHICH U.S.G.S. TRIANGULATION STATION "EDDIE" BEARS N49°28'00"W 45,045.97', ALSO FROM WHICH THE PROTRACTED CORNER OF SECTIONS 25,26,35 AND 36, T41S, R67E, C.R.M BEARS N73°18'00"W 1,662.42'; THENCE ALONG THE NORTH BOUNDARY OF THIS DESCRIPTION N82°52'30"E 49.55' TO THE NORTHEAST CORNER; THENCE ALONG THE EAST BOUNDARY OF THIS DESCRIPTION S7°33'15"E 30.26' TO THE SOUTHEAST CORNER, THENCE ALONG THE SOUTH BOUNDARY OF THIS DESCRIPTION S80°27'00"W 31.03' TO THE SOUTHWESTERLY MOST CORNER; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF THIS DESCRIPTION THE FOLLOWING COURSES N60°19'00"W 23.56'; N6°50'30"W 17.46' TO THE TRUE POINT AND PLACE OF BEGINNING.

CONTAINING 1,416 SQUARE FEET (0.03 ACRES), MORE OR LESS.







Presented by: The Manager
 Introduced:
 Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-17

An Ordinance Authorizing the Manager to Execute a Special Use Permit for the Six Pre-Existing Roadside City Woodstove Burn Ban Signs on State Rights-of-Way with the Alaska Department of Transportation and Public Facilities.

WHEREAS, the City and Borough of Juneau enforces the Mendenhall Valley Air Quality Monitoring Program to ensure clean air quality standards as required by the Environmental Protection Agency; and

WHEREAS, the City and Borough's Lands and Resources Division relies on twelve roadside signs to inform residents when a woodstove burn ban has gone into effect as a result of unhealthy air quality; and

WHEREAS, six of those burn ban signs are installed on state rights-of-way; and

WHEREAS, Alaska Department of Transportation and Public Facilities (ADOT&PF) is authorized by statute to regulate and control access to highways within the state; and

WHEREAS, in order for the six burn ban signs to be located on state property, the City and Borough of Juneau must submit and adhere to ADOT&PF's special use permit; and

WHEREAS, AS 19.25.200 and 17 AAC 10.011(a) authorize the ADOT&PF to issue encroachment permits to municipalities for signs subject to any conditions imposed under 17 AAC 10.014, which ADOT&PF has determined includes an indemnification requirement; and

WHEREAS, A.S. 19.25.200(g) provides immunity to the state related to the encroachment permit; and

WHEREAS, pursuant to CBJ Charter 9.13(a) and its prohibition against payment being made or an obligation being incurred without an appropriation, the CBJ is generally prohibited from agreeing to indemnify; and

WHEREAS, CBJ Charter 9.13(c) carves out an exception to that general prohibition:

Notwithstanding Section 9.13(a) of this Charter, the assembly by ordinance may require payment of funds from appropriations of a later fiscal year or of more than one year for any contract, lease or note or bond obligation, or federal or state grant, or any other federal or state program that the municipality may not otherwise participate in.

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. Pursuant to CBJ Charter 9.13(c), the Manager is authorized to execute the special use permit required by the State and agree, on behalf of the CBJ, to indemnify the State to the extent required by law.

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

Adopted this _____ day of _____, 2018.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced:
Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-18

An Ordinance Amending the City and Borough Code Relating to Criminal Offenses and Penalties for Criminal Mischief.

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

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

Section 2. Amendment of Section. CBJ 42.15.110 Criminal mischief, is amended to read:

42.15.110 Criminal mischief.

(a) It is unlawful for a person having no right to do so or any reasonable ground to believe the person has such a right to:

(1) Damage tangible property of another, purposely or recklessly, or do so by negligence in the employment of fire, explosives, or other dangerous means listed in subsection 42.15.100(a);

(2) Intentionally or recklessly tamper or deal with tangible property of another so as to endanger or injure person or property;

(3) Intentionally or recklessly cause another to suffer pecuniary loss by deception or threat;

(4) Negligently injure or deface any public property whether owned by the government in its proprietary or governmental capacity;

(5) Tamper with a fire protection device in a building that is a public place;

(6) Knowingly access a computer, computer system, computer program, computer network, or part of a computer system or network; or

(7) Use a device to descramble an electronic signal that has been scrambled to prevent unauthorized receipt or viewing of the signal unless the device is used only to descramble signals received directly from a satellite or unless the person owned the device before September 18, 1984.

(b) Criminal mischief is a:

(1) Class A misdemeanor if the value of the property or pecuniary loss, adjusted for inflation as provided in AS 11.46.982, is \$250.00 or more but less than \$750.00 ~~\$1,000.00~~;

(2) Class B misdemeanor if the value of the property or pecuniary loss, adjusted for inflation as provided in AS 11.46.982, is less than \$250.00.

(c) For purposes of this section, "property of another" means property in which another person has an interest which the defendant is not privileged to infringe, whether or not the defendant also has an interest in the property, and which includes the commonly held property of a married couple or domestic partners.

(d) A person convicted under 42.15.110 of an offense involving damage to public or private property shall be required to perform at least 25 hours of community work under CBJ 01.40.080 and AS 12.55.055.

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

Adopted this _____ day of _____, 2018.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced:
Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-19

An Ordinance Amending the City and Borough of Juneau Code Relating to Aquatics Facilities.

WHEREAS, the Juneau voters approved a proposition in October 2014 authorizing a new enterprise board to oversee the City and Borough's aquatics facilities; and

WHEREAS, Ordinance No. 2015-23(b) was adopted on April 27, 2015, amending the City and Borough code to create a new chapter, Chapter 67.10 Aquatics Facilities, with an automatic sunset date of May 28, 2018.

WHEREAS, in order to allow for additional consideration and public discussion about the best governance model for the City and Borough's aquatics facilities moving forward, the Assembly Finance Committee unanimously voted to extend the sunset date of Chapter 67.10 to June 30, 2019, at its meeting on March 14, 2018.

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.

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Section 2. Sunset Date Extended. The sunset date of Chapter 67.10 Aquatics Facilities, is extended to June 30, 2019.

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

Adopted this _____ day of _____, 2018.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

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

In the Matter of
GRANITE MOUNTAIN PROPERTIES
LIMITED LIABILITY COMPANY

OAH No. 17-1300-MUN
Agency No. USE2017 0022

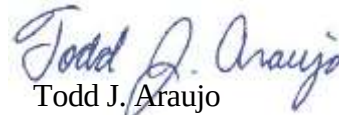
STIPULATION FOR DISMISSAL

Granite Mountain withdraws the appeal, and the parties hereby stipulate to dismissal
with prejudice of the above-captioned matter with each party to bear its own costs.

DATED this 3rd day of April, 2018.

SIMPSON, TILLINGHAST, SORESENSEN & SHEEHAN, P.C.
Attorneys for Granite Mtn.

By


Todd J. Araujo
taraujo@stsl.com
ABA No. 0806040

CBJ PLANNING COMMISSION

By

Robert H. Palmer III

Robert H. Palmer, III
Attorney for CBJ Planning Commission
Robert.Palmer@juneau.org
ABA No. 1405032

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

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

In the Matter of	)	
	)	
GRANITE MOUNTAIN PROPERTIES	)	OAH No. 17-1300-MUN
LIMITED LIABILITY COMPANY	)	Agency No. USE2017 0022
_____	)	

ORDER FOR DISMISSAL

In a stipulation filed April 3, 2018, the parties notified the Office of Administrative Hearings that they have reached an agreement to resolve this matter, and that, pursuant to that agreement, Granite has withdrawn its appeal. Accordingly, and as stipulated by the parties, the above-captioned matter is hereby dismissed with prejudice, with each party to bear its own costs and fees.

DATED: April 4, 2018.

By: 
Cheryl Mandala
Administrative Law Judge

Certificate of Service: I certify that on April 4, 2018, a true and correct copy of this order was distributed as follows: Robert Palmer (by email); Todd Araujo (by email); Always Redeye LLC (by mail and email).

By: 
Office of Administrative Hearings

CBJ CLERK

APR - 6 2018



RECEIVED

OFFICE OF THE MUNICIPAL CLERK

155 S. Seward St., Room 202

Phone: (907)586-5278 Fax: (907)586-4552

email: city.clerk@juneau.org

Notice of Appeal

This appeal is governed by CBJ 01-50, the Municipal Appellate Code. This code establishes the standards and procedures for appeals.¹ Anyone who files an appeal should be familiar with the appellate code. The clerk can give you a copy of the code.

Attach a copy of the decision being appealed. Do not attach any other documents, exhibits, or additional pages to this form, except for any pages needed to continue the answers to the requested information below. The clerk will accept this form only if the appropriate filing fee is attached. The fee to file an appeal to the assembly is \$500.00. To be timely, an appeal must be filed within 20 days of the date the decision being appealed is filed with the clerk.

Action Being Appealed

Board decisions are appealable: board recommendations and most staff decisions are not.

☒ Agency Appealed From:

Office of the Assessor for the City and Borough of Juneau

☒ Description and Date of Decision:

The Assessor's decision, dated March 7, 2018, denied requests for real property tax exemption pursuant to Alaska Statute 29.45.030(a)(3), which provides exemption for "property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes." Terraces at Lawson Creek (owned by Juneau I VOA LLC, Juneau II VOA LLC and Intrepid VOA LLC) is appealing the Assessor's decision pursuant to CBJC 15.05.041 and 15.05.160, which provides for an appeal period of 30-days from the date of the decision.

Concerned Parties

Identify the people who have an interest in the action being appealed: yourself and others.

☒ Party Filing Appeal

Terraces at Lawson Creek, owned by
Juneau I VOA LLC, Juneau II VOA LLC and
Intrepid VOA LLC

Mailing Address

1660 Duke Street
Alexandria, VA 22314

Telephone

703-341-5089

Fax

Email

CFitzgerald@voa.org

☒ Parties Who Won the Decision Appealed

Robin Potter
Assessor for the City and Borough of Juneau

Mailing Address

155 S. Seward St., Rm. 114
Juneau, AK 99801

Telephone

907-586-5220

Fax

907-586-4520

Robert.Palmer@juneau.org

1 01.50.070 STANDARD OF REVIEW AND BURDEN OF PROOF. (a) The appeal agency may set aside the decision being appealed only if:

- (1) The appellant establishes that the decision is not supported by substantial evidence in light of the whole record, as supplemented at the hearing;
 - (2) The decision is not supported by adequate written findings or the findings fail to inform the appeal agency of the basis upon which the decision appealed from was made; or
 - (3) The agency failed to follow its own procedures or otherwise denied procedural due process to one or more of the parties.
- (b) The burden of proof is on the appellant. (Serial No. 92-36 □ 2 (part), 1992).

-over-

2016 - Appeal Form
Page 2 of 2

Issues on Appeal²

Concisely describe the legal and factual errors that form the basis for your appeal. Do not argue them: argument will be heard later.

- 1) The Assessor's decision erroneously concludes that the property (identified as parcels 2D040C050073 and 2D040C050075) fails to qualify as being used exclusively for charitable purposes because "the Articles of Incorporation [do not] include any charitable program or purpose statements to establish the purpose of the organization as charitable." The property is owned by limited liability companies with operating agreements, rather than by corporations with articles of incorporation. The operating agreements set forth the charitable purpose and use of the property.
- 2) The Assessor's decision erroneously cites to the definition of "tax exempt use" within the Code by the Internal Revenue Service ("IRS"), as referenced in the operating agreements of Juneau I VOA LLC and Juneau II VOA LLC, as support for denying the requested real property tax exemption pursuant to Alaska Statute 29.45.030(a)(3). The IRS definition of "tax exempt use" is not controlling with regard to determining real property tax exemption for under Alaska Statute 29.45.030(a)(3).
- 3) The Assessor's decision failed to recognize that Terraces at Lawson Creek is operated in a manner that furthers the charitable purposes of providing decent, safe, sanitary, and affordable housing for low-income persons and families (including the elderly or physically handicapped, as applicable) as set forth in sections 1.06 of the operating agreements of Juneau I VOA LLC and Juneau II VOA LLC.
- 4) The Assessor's decision erroneously denied real property tax exemption for the subject property pursuant to Alaska Statute 29.45.030(a)(3) without any legal reasoning or analysis. Specifically, the Alaska Supreme Court in *Dena Nena Henash*, 88 P.3d at 130, set forth a two-part analysis: "first, whether there is a nonprofit, charitable purpose, and second, whether the property is being exclusively used for an exempt purpose."

Relief Requested

What should the Assembly do with the action being appealed: send it back, modify it, or something else?

Terraces at Lawson Creek respectfully requests the Assembly to grant the requested real property tax exemption pursuant Alaska Statute 29.45.030(a)(3) or, alternatively, remand the matter back to the Assessor for further consideration.

Signature

If you are representing any group, or a person other than yourself, you must sign a notarized statement that you are authorized to represent them.

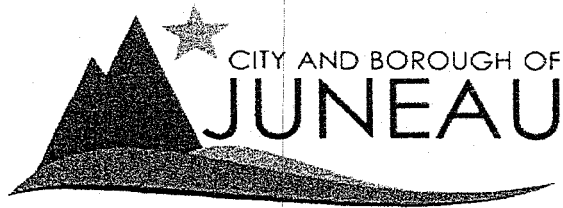
4-3-18

Date

2 01.50.030(b)(5) COMMENCEMENT OF ACTION.

The notice of appeal shall include a concise statement of the legal and factual errors in the decision that form the basis of the appeal.

-over-



155 S. Seward St. Rm. 114
Juneau, AK 99801
Phone: (907)586-5220
Fax: (907)586-4520

OFFICE OF THE ASSESSOR

March 7, 2018

Hilary J. Houston
52 East Gay Street
P.O. Box 1008
Columbus, Ohio 43216-1008

Re: Non-Profit Exemption Application
Parcel ID: 2D040C050073 and 0075
Terraces at Lawson Creek
2570-2578 Vista Drive, Juneau AK 9980
Dear Ms. Houston,

I received your applications for the subject parcels as religious and charitable property exemptions *under certain requirements*, per AS 29.45.030 and CBJ 69.10.0020(8), along with your attached Statement of Facts.

I have not approved either exemption for this project for the following reasons;

I find no supporting basis for determination of the parcels qualifying for exclusive use as a religious exemption nor do the Articles of Incorporation include any charitable program or purpose statements to establish the purpose of the organization as charitable.

The operating agreement makes several statements regarding *income* tax exemption but no portion of the project is to be treated as *tax exempt use property*.

In regard to the 2012 decision by the Municipality of Anchorage, there is no analysis to support why the project was granted a charitable exemption. I contacted both the municipal and the state assessor requesting the basis for the exemption and neither could provide me with information. In fact, the Municipality of Anchorage was not aware this particular project (out of three VOA projects) had been receiving a charitable exemption.

Finally, in 2017, the City and Borough of Juneau had twelve LIHTC projects currently operating locally. Of the twelve property owners, nine are charitable and/or religious non-profit organizations. All twelve projects qualified as LIHTC and apply annually for the exemption. For 2018, I anticipate receipt of twelve LIHTC applications as well.

Respectfully,

A handwritten signature in black ink that reads "Robin Potter". The signature is written in a cursive, flowing style.

Robin Potter
Assessor
City and Borough of Juneau

Low Income Housing properties –**AS 29.45.110. Full and True Value.**

(d) The provisions of this subsection apply to determine the full and true value of property that qualifies for a low-income housing credit under 26 U.S.C. 42:

(1) when the assessor acts to determine the full and true value of property that qualifies for a low-income housing credit under 26 U.S.C. 42, instead of assessing the property under (a) of this section, the assessor shall base assessment of the value of the property on the actual income derived from the property and may not adjust it based on the amount of any federal income tax credit given for the property; for property the full and true value of which is to be determined under this paragraph, to secure an assessment under this subsection, an owner of property that qualifies for the low-income housing credit shall apply to the assessor before May 15 of each year in which the assessment is desired; the property owner shall submit the application on forms prescribed by the assessor and shall include information that may reasonably be required to determine the entitlement of the applicant;

(2) the governing body of the municipality shall determine by ordinance whether the full and true value of all property within the municipality that first qualifies for a low-income housing credit under 26 U.S.C. 42 on and after January 1, 2001 shall be exempt from the requirement of assessment under (1) of this subsection; thereafter, for property that first qualifies for a low-income housing credit under 26 U.S.C. 42 on and after January 1, 2001 and that, by ordinance, is exempt from the requirement of mandatory assessment under (1) of this subsection, the governing body

(A) may determine, by parcel, whether the property shall be assessed under (a) of this section or on the basis of actual income derived from the property without adjustment based on the amount of any federal income tax credit given for the property, as authorized by (1) of this subsection; and

(B) may not, under (A) of this paragraph, change the manner of assessment of the parcel of property if debt relating to the property incurred in conjunction with the property's qualifying for the low-income housing tax credit remains outstanding

April 20, 2018

Assembly Members
City and Borough of Juneau
Juneau, AK 99801

Re: Meander Way Erosion Control Project

Dear Honorable Assembly Members:

My husband, William Race, and I, Sara Race, residents of 3339 Meander Way, Juneau, Alaska, write to respectfully request the Assembly vote NO on the Emergency Watershed Protection Program project (EWPP).

Last October, attending a meeting hosted by Roger Healy and the Natural Resources Conservation Service (NRCS), was the first time that I learned of this project. Much to my surprise, conversations and research had been going on for over a year, which was prior to us purchasing our home. However, it's my understanding that no official notification was sent to all potentially affected homes located on the river as the project originated from a select eight. Let me first say, I completely understand why this project was started, and why it has gained so much traction. Undoubtedly, in the last four years, the increasing frequency in jokulhlaups has not only put all of us on edge, but it has significantly and detrimentally impacted specific properties along the river. This is all the more reason why I would have expected a much more transparent notification process. Although I do not wish this issue upon anyone, if it have been disclosed we would have made a different decision on the purchase of our home, as we are a newly growing family.

Regardless, we have opposed this project and have represented ourselves accordingly with nay votes in both ballots. We believe it is important for you and our neighbors to understand that we are not against improving our riverbank to ensure the longevity of our property, and an overall reinforcement of our community. We are, however, opposed to this current option as it does not address the entire river as a whole nor does it make sense financially. The following reasons are why we oppose this project, as is:

1. Establishing a Local Improvement District (LID) commits every effected homeowner to major financial burden.
2. This proposal assumes all properties are equal and that is not the case. Time and materials spent on each property should be evaluated.
3. A 80K lien plus another 20K in intrest, which is non-transferable and may have direct impacts on current lending agreements.
4. Each property owner will immediately incur an additional monthly payment of roughly \$610.00 (80K plus interest over 15 years, and the interest rate is unknown until the project starts).
5. There is no assurance that if the project is never finished as a result of Federal funds not being allocated the home owners will still be responsible for the LID.

6. This project doesn't protect against flooding, and it is unknown if this project will actually increase water levels.
7. This project will require the entire Mendenhall valley to be rezoned for flooding.
8. It has not been addressed how property values will be affected. Will values of homes with this enforcement be more valuable or less valuable than other homes on the river? River erosion is not an isolated issue.
9. Additional costs incurred throughout the project have not been projected; rebuilding fences, re-landscaping due to destruction during construction, potential enforcement of flood insurance, etc..

Unfortunately, all twenty-seven of us have been put into an incredibly difficult situation! We personally do not want to make it worse by committing to a project with so many unanswered questions and additional unknown financial consequences. We are not alone in the fact that if this project moves forward as is, we may be forced to let our home go unwillingly, as financially it simply does not make sense. At this point all 26 properties will suffer a loss in the value of their home, regardless if this project moves forward, as our properties have been deemed "unsellable" by realtors in the community through this very public process. We are opposed to this project and have legal counsel to fight against this LID.

Sincerely,

The Race Family

From: Angela Palfreyman
To: [City Clerk](#)
Subject: LID 200 Mendenhall Riverbank
Date: Sunday, April 22, 2018 9:53:42 PM

TO: CBJ Assembly Members
RE: LID 200 Mendenhall Riverbank

Please register my opposition to LID 200. It is beyond my imagination to think a municipality of any size has the power to impose an \$80,000 lien on its citizens. This is an outrage that makes me wonder, "who's next"? If the city doesn't like the situation my home is located in, will you come after our family next?

You cannot expect a number of citizens to take on this enormous financial burden to "help" the few homeowners along the Mendenhall River that have experienced some erosion. It is THEIR responsibility to fix their OWN properties.

Sincerely,

Angela Palfreyman

From: Traci Heaton
To: [John Bohan](#); [curt goehring](#); [Joe Heueisen & Joyce Mill \(heueisen@gci.net\)](#); [lebonnett2@gmail.com](#); [getmon50@yahoo.com](#); [mark.g@myersgroupllc.com](#); [egan32@gmail.com](#); [bjorn.wolter@gmail.com](#); [stefanie.dummer@hotmail.com](#); [Sara Race \(sara_jones10@hotmail.com\)](#); [al_steininger@yahoo.com](#); [Al & JoAnn Steininger \(steininj@yahoo.com\)](#); [\(steininj@yahoo.com\)](#); [Curt & Joyce Goehring \(joyce.goehring@gmail.com\)](#); [Michael & Jodi Wise \(eodwise@hotmail.com\)](#); [Bill & Lucy Hudson \(lbhudson@gci.net\)](#); [Matt & Angie Mickle \(mickleofak@gmail.com\)](#); [Josh & Andy Hamilton \(tidepoolfools@yahoo.com\)](#); [Ray & Sheri Vidic \(vidic@gci.net\)](#); [Nico & Susan Bus \(nicowbus@gmail.com\)](#); [Rhonda Bunes \(rhonda.bunes@gmail.com\)](#); [Greg and Sandy Wagner \(gregwagner3165@comcast.net\)](#); [Norman & Donna Staton \(kasan@gci.net\)](#); [Howard Jaeger \(bbjaeger@gci.net\)](#); [Joe Flores \(Prheatwave@gmail.com\)](#); [Jeff Rud \(jeffrud@gmail.com\)](#); [Shaub Thyges \(Thyges@aol.com\)](#); [cudacraig@gmail.com](#); [Traci Heaton \(tracih@ak.net\)](#); [Scott Heaton \(scott@accountablekids.com\)](#); [John Taber \(taberlima@gmail.com\)](#); [christineshaw@rocketmail.com](#); [jodi_wise1@hotmail.com](#); [Roger Healy](#); [City Clerk](#); [Tom Mattice](#); [City Clerk](#)
Subject: RE: Meander Riverbank Proposed LID Public Hearing Rescheduled to April 23 Assembly Meeting
Date: Friday, April 20, 2018 8:18:38 PM

CBJ Assembly,

We would like to go on record that we are voting "Yes" for the proposed LID. That being said, we have a few comments that we would like the Assembly to know and consider.

1) If you vote for the LID to move forward we would like to request that special attention and consideration go into financial payment options for homeowners. This is a very unusual LID with an extremely high burden for all of us. We want to be able to make payments and pay this off. We would request that the low interest of the bond be passed on to the homeowners without increase. Options available for longer amortization even if there is a 10 or 15 year call on the note. There are probably other items that would improve the re-payment rate and could help all of us pay for the LID. We ask you to look at reducing our property tax liability until the LID is paid off. This will help off-set our monthly amount due. Please consider creative avenues to help us pay back this amount in good faith.

2) None of us want this LID. None of us have the money for the LID. All of us wish we were not included in the LID. But the hard truth is that we are apart of something that is requiring a large amount of money to remedy and it will take all homeowners participation to bring stability to the river on our street.

3) It has been brought up by the assembly that homeowners assume a risk when purchasing a riverfront home. I don't think anyone could have predicted that 5 of the next 6 years would bring multiple 100 yr floods each year. That this new glacial release would be unpredictable and would continue year after year.. The massive amounts of water took over 30' from our backyard and we lost our back deck. Yes, there is a risk of living on a river, no one prepares or predicts this kind of extreme flooding for prolonged periods.

If you live in a minimal risk flood area, the rate is roughly \$500 per year. If you live in a high risk flood area, the rate is roughly \$3,500 per year. When we purchased our home it was in the low risk area. After the maps were revised, our home was moved to a high risk area. We went through the process have a certificate of elevation and received a LOMA to take us back to a lower risk. The frustrating part of flood insurance is that the insurance doesn't kick in unless water comes into our home OR our foundation is compromised. Most of the homes along our street are not at risk of flooding, we are at risk of loosing our land and our homes to the river. We lost over 30 ft of land 4 years ago and we lost our back deck. Our foundation is 20' from the riverbank, and yet, we are still not in a position for any assistance from FEMA because our house is still considered habitable.

3) It has been argued that there is a less expensive means to fix this problem if we all work together. This premise ONLY works if EVERYONE participates. While we did have 100% support for a \$40,000 price tag, this assumes that EVERYONE has \$40,000 or can obtain a loan for this amount. Of course we ALL want to pay 1/2 of the proposed LID. The question is, can we all come up with the money to do this? If a homeowner doesn't have \$40,000 in savings, then a home equity loan is needed. This still puts a lien on all our homes AND the interest and terms will likely be less favorable than working with CBJ. It is highly unlikely that all homeowners will be able to qualify for a loan under the terms required for a home equity loan. I know, because we have looked at this option. We need at least 20% equity, the rate for a home equity loan is higher than a standard home loan and the term is typically only 10 years. Currently we would not qualify for a \$40,000 home equity loan.

Ok, let's assume we all qualify for the loan amount, you also need an appraisal showing you have 80% equity. There are quite a few homeowners that do not have 20% equity at this point. Even the homeowners who may currently think they have this equity, there is a chance that an appraiser will de-value a home based on the riverbank and the appraised value may be substantially lower than anticipated. When an entire street goes in for home equity loans or this magnitude, it will cause concern on the appraisers, lenders and underwriters.

4) Lastly, we believe, riverbank stabilization will only works if we all participate. If this LID does not go through, we will have both upstream and downstream properties not involved in doing any work. We live where one side of us is owned by a neighbor that has never been to a meeting and has never voted. The other side is owned by CBJ. In the very beginning of our problems, we approached the city to see if they would go in on rock work with us. We were told that we would be allowed to fortify the City's lot, but they would not provide any funds to help. If this bank stabilization is done "piece-work" there is a high chance of lawsuits, foreclosures and re-sale issues. Without the complete project, we feel that all of our homes will have difficulty selling without a drastic price reduction. In our group of homes, we have not had a sale for over two years, the last home sale being February of 2016. Ask yourself, would you buy one of our homes if there was any other housing option available?

I know this is a difficult decision to place a LID of this magnitude on our homes. The fact that most of us are begging you to move forward with this, should be a sign of how desperately we need your help. It is a terrible situation and it has been amazing to see how the neighborhood has come together to for support and solution seeking. We ask you to help us move forward with this project and implore you to offer financing options.

Sincerely,

Scott & Traci Heaton
9391 Rivercourt Way

----- Original Message -----

From:

"John Bohan" <John.Bohan@juneau.org>

To:

"curt goehring" <securtg@gmail.com>, "Joe Heueisen & Joyce Mill (heueisen@gci.net)" <heueisen@gci.net>, "lebonnett2@gmail.com" <lebonnett2@gmail.com>, "getmon50@yahoo.com" <getmon50@yahoo.com>, "mark.g@myersgroupllc.com" <mark.g@myersgroupllc.com>, "egan32@gmail.com" <egan32@gmail.com>, "bjorn.wolter@gmail.com" <bjorn.wolter@gmail.com>, "stefanie.dummer@hotmail.com" <stefanie.dummer@hotmail.com>, "Sara Race (sara_jones10@hotmail.com)" <sara_jones10@hotmail.com>, "al_steininger@yahoo.com" <al_steininger@yahoo.com>, "Al & JoAnn Steininger (steininj@yanoo.com) (steininj@yahoo.com)" <steininj@yahoo.com>, "Curt & Joyce Goehring (joyce.goehring@gmail.com)" <joyce.goehring@gmail.com>, "Michael & Jodi Wise (eodwise@hotmail.com)" <eodwise@hotmail.com>, "Bill & Lucy Hudson (lbhudson@gci.net)" <lbhudson@gci.net>, "Matt & Angie Mickle (mickleofak@gmail.com)" <mickleofak@gmail.com>, "Josh & Andy Hamilton (tidepoolfools@yahoo.com)" <tidepoolfools@yahoo.com>, "Ray & Sheri Vidic (vidic@gci.net)" <vidic@gci.net>, "Nico & Susan Bus (nicowbus@gmail.com)" <nicowbus@gmail.com>, "Rhonda Bunn (rhonda.bunn@gmail.com)" <rhonda.bunn@gmail.com>, "Greg and Sandy Wagner (gregwagner3165@comcast.net)" <gregwagner3165@comcast.net>, "Norman & Donna Staton (kasan@gci.net)" <kasan@gci.net>, "Howard Jaeger (bbjaeger@gci.net)" <bbjaeger@gci.net>, "Joe Flores (Prheatwave@gmail.com)" <Prheatwave@gmail.com>, "Jeff Rud (jeffrud@gmail.com)" <jeffrud@gmail.com>, "Shaub Thyges (Thyges@aol.com)" <Thyges@aol.com>, "cudacraig@gmail.com" <cudacraig@gmail.com>, "Traci Heaton (tracih@ak.net)" <tracih@ak.net>, "Scott Heaton (scott@accountablekids.com)" <scott@accountablekids.com>, "John Taber (taberlima@gmail.com)" <taberlima@gmail.com>,

"christineshaw@rocketmail.com" <christineshaw@rocketmail.com>, "jodi_wise1@hotmail.com" <jodi_wise1@hotmail.com>, "Roger Healy" <Roger.Healy@juneau.org>, "City Clerk" <City.Clerk@juneau.org>, "Tom Mattice" <Tom.Mattice@juneau.org>

Cc:

Sent:

Fri, 30 Mar 2018 15:36:10 +0000

Subject:

RE: Meander Riverbank Proposed LID Public Hearing Rescheduled to April 23 Assembly Meeting

Dear Meander Neighbors;

I have been informed there may be confusion regarding another informal ballot/vote and how to register comments, support or objection to the formation of the LID:

There will not be another ballot circulated to the property owners. The only way to provide comment and register support or objection for the proposed LID is **IN WRITING** to the Municipal Clerk prior to the public hearing on April 23, 2018 in one of the following ways:

Email: city.clerk@juneau.org

Mail: CBJ City Clerk

155 S. Seward Street

Juneau Alaska

Fax: (907)586-4552

In Person: City Clerk's Office

155 S. Seward Street

Juneau Alaska

You may also testify in person to the Assembly at the April 23 Public Hearing for the proposed LID.

Thanks

John Bohan, PE

CBJ Chief CIP Engineer & Water Superintendent

155 S. Seward St

Juneau AK 99801

(907)586-0876 fax 463-2606

From: John Bohan

Sent: Friday, March 23, 2018 10:51 AM

To: 'curt goehring'; Joe Heueisen & Joyce Mill (heueisen@gci.net); lebonnett2@gmail.com; getmon50@yahoo.com; mark.g@myersgrouppllc.com; egan32@gmail.com; bjorn.wolter@gmail.com; stefanie.dummer@hotmail.com; Sara Race (sara_jones10@hotmail.com); al_steininger@yahoo.com; Al & JoAnn Steininger (steininj@yanoo.com) (steininj@yahoo.com); Curt & Joyce Goehring (joyce.goehring@gmail.com); Michael & Jodi Wise (eodwise@hotmail.com); Bill & Lucy Hudson (lbhudson@gci.net); Matt & Angie Mickle (mickleofak@gmail.com); Josh & Andy Hamilton (tidepoolfools@yahoo.com); Ray & Sheri Vidic (vidic@gci.net); Nico & Susan Bus (nicowbus@gmail.com); Rhonda Bunes (rhonda.bunes@gmail.com); Greg and Sandy Wagner (gregwagner3165@comcast.net); Norman & Donna Staton (kasan@gci.net); Howard Jaeger (bbjaeger@gci.net); Joe Flores (Prheatwave@gmail.com); Jeff Rud (jeffrud@gmail.com); Shaub, Thy (Thyes@aol.com); cudacraig@gmail.com; Traci Heaton (tracih@ak.net); Scott Heaton (scott@accountablekids.com); John Taber (taberlima@gmail.com); christineshaw@rocketmail.com; jodi_wise1@hotmail.com; Roger Healy; City Clerk; Tom Mattice

Subject: RE: Meander Riverbank Proposed LID Public Hearing Rescheduled to April 23 Assembly Meeting

Mr. Goehring, please find responses embedded within your questions below:

John,

I have questions as well that have gone unanswered:

1. Why the tremendous increase in overall project costs? Why the jump from \$7,800,000 to now over \$11,000,000? Why the increase in CBJ share?

As this project would have Federal funding, CBJ would have to follow the Uniform Relocation Act for acquiring easements for the project, increasing the original estimated costs. Eminent Domain costs have also been added to the revised estimate.

2. In the last COW there was mention of another homeowner vote. Will there be another vote taken to discern level of homeowner support?

The Assembly COW directed staff to proceed forward with the LID ordinance with \$80k assessment for each property. Another informal vote will not be taken. Any comments of support or opposition should be addressed to the City Clerk prior to the public hearing or at the public hearing for the Assembly to consider during the deliberation of the LID Ordinance.

3. Will CBJ consider loss of homeowner support? Or if homeowners do not register their support or opposition, will homeowner's opinion not be a consideration any longer

This is a matter for the CBJ Assembly to determine at the public hearing. The CBJ LID Code states:

4 Has CBJ given any consideration whatsoever to seeking a separate, less costly, more realistic design as suggested by the Alaska head of NRCS, Robert Jones, suggested and offered that NRCS would still offer 75% funding for an alternative design?

The CBJ has not. The CBJ is relying on the NRCS as the expert on riverbank stabilization.

We feel homeowner support is waning and still feel the cost homeowners are being assessed, many against their will, is outrageous. We also feel this project represents a huge waste of taxpayer and personal dollars. Once again, I encourage every homeowner who may be opposed to this project to register your opposition.

Curtis Goehring

From: Donna Knight-Staton
To: [Traci Heaton](#)
Cc: [John Bohan](#); [curt goehring](#); [Joe Heueisen & Joyce Mill \(heueisen@gci.net\)](#); [lebonnett2@gmail.com](#); [getmon50@yahoo.com](#); [mark.g@myersgroupllc.com](#); [egan32@gmail.com](#); [bjorn.wolter@gmail.com](#); [stefanie.dummer@hotmail.com](#); [Sara Race \(sara_jones10@hotmail.com\)](#); [al_steininger@yahoo.com](#); [Al & JoAnn Steininger \(steininj@yanoo.com\)](#) ([steininj@yahoo.com](#)); [Curt & Joyce Goehring \(joyce.goehring@gmail.com\)](#); [Michael & Jodi Wise \(eodwise@hotmail.com\)](#); [Bill & Lucy Hudson \(lbhudson@gci.net\)](#); [Matt & Angie Mickle \(mickleofak@gmail.com\)](#); [Josh & Andy Hamilton \(tidepoolfools@yahoo.com\)](#); [Ray & Sheri Vidic \(vidic@gci.net\)](#); [Nico & Susan Bus \(nicowbus@gmail.com\)](#); [Rhonda Buness \(rhonda.buness@gmail.com\)](#); [Greg and Sandy Wagner \(gregwagner3165@comcast.net\)](#); [Howard Jaeger \(bbjaeger@gci.net\)](#); [Joe Flores \(Prheatwave@gmail.com\)](#); [Jeff Rud \(jeffrud@gmail.com\)](#); [Shaub Thyges \(Thyges@aol.com\)](#); [cudacraig@gmail.com](#); [Scott Heaton \(scott@accountablekids.com\)](#); [John Taber \(taberlima@gmail.com\)](#); [christineshaw@rocketmail.com](#); [jodi_wise1@hotmail.com](#); [Roger Healy](#); [City Clerk](#); [Tom Mattice](#)
Subject: Re: Meander Riverbank Proposed LID Public Hearing Rescheduled to April 23 Assembly Meeting
Date: Sunday, April 22, 2018 6:11:28 PM

Re: Ordinance 2018-13

CBJ Assembly

We support ordinance 2018-13 and the required LID as it is the only viable solution for the protection of the properties that will also insure their marketability.

Our property at 3445 Meander Way is one of the most impacted by bank erosion having lost 35 feet of property and the bank is now 2 feet from our deck.

We offer the following thoughts for your consideration:

1. The proposed project has been on the list for federal funding and if we do not move forward with the project, we take the risk of the funding may not be available later on or we will have to start at the bottom of the list and not get funded.
2. The federal funding will only be available from a project approved by NRCS. The NRCS has designed the project to meet requirements for protection of the properties.

The cost for the required protection is more than we want to pay, but is what is needed.

The suggestion that we could get by with a less costly fix is unrealistic, as if the NRCS thought something cheaper would work, they would have proposed it and it is highly unlikely they would approve of any lesser designed project for federal funds.

3. To not move forward on the project will result in a patchwork of property repairs that could result in further problems. For example - the property above mine put in rock that we and the NRCS believe is inadequate. So now, if we wanted to put in rock, it would wash out if/when the rock put in above us fails. Whatever I do will be limited by my what my neighbor above us has done. This could also result in lawsuits against the upper property owner for protecting his property which may damage the property below them. Not a good scenario.
4. Any suggestions that we property owners could come together to manage a lesser project is unrealistic. The scope of this project goes far beyond what we could work out on our own. If only one property owner objects to any provision we would have no authority to require they comply. Drafting a legally binding agreement to cover everything would be very difficult.
5. The only way to make our properties marketable is by this project. Without this project a homeowner will have to prove to the bank not only that their property is protected but that the property above them is also protected.
6. We appreciate the City working with us to find a solution and contributing \$2,935,000 towards the project. If part of the funds are set aside to address litigation costs for challenging the LID and if no property owner challenges the

LID, could those funds be used to reduce the \$80,000 assessment per property?

This may provide some incentive for property owners to not challenge the LID

if it could reduce their cost.

Last, we understand that this project places a substantial financial cost on our properties that will be hard to meet, but the Assembly must make a difficult decision that is best for all the properties and the community. Without the project, the problems will only get worse as more of the properties banks fail, which inspection of the properties shows they are and each property owner will struggle to purchase protection and make their property marketable.

Respectable,

Norm and Donna Staton

Sent from my iPad

On Apr 20, 2018, at 9:18 PM, Traci Heaton <tracih@ak.net> wrote:

CBJ Assembly,

We would like to go on record that we are voting "Yes" for the proposed LID. That being said, we have a few comments that we would like the Assembly to know and consider.

1) If you vote for the LID to move forward we would like to request that special attention and consideration go into financial payment options for homeowners. This is a very unusual LID with an extremely high burden for all of us. We want to be able to make payments and pay this off. We would request that the low interest of the bond be passed on to the homeowners without increase. Options available for longer amortization even if there is a 10 or 15 year call on the note. There are probably other items that would improve the re-payment rate and could help all of us pay for the LID. We ask you to look at reducing our property tax liability until the LID is paid off. This will help off-set our monthly amount due. Please consider creative avenues to help us pay back this amount in good faith.

2) None of us want this LID. None of us have the money for the LID. All of us wish we were not included in the LID. But the hard truth is that we are apart of something that is requiring a large amount of money to remedy and it will take all homeowners participation to bring stability to the river on our street.

3) It has been brought up by the assembly that homeowners assume a risk when purchasing a riverfront home. I don't think anyone could have predicted that 5 of the next 6 years would bring multiple 100 yr floods each year. That this new glacial release would be unpredictable and would continue year after year.. The massive amounts of water took over 30' from our backyard and we lost our back deck Yes, there is a risk of living on a river, no one prepares or predicts this kind of extreme flooding for prolonged periods.

If you live in a minimal risk flood area, the rate is roughly \$500 per year. If you live in a high risk flood area, the rate is roughly \$3,500 per year. When we purchased our home it was in the low risk area. After the maps were revised, our home was moved to a high risk area. We went through the process have a certificate of elevation and received a LOMA to take us back to a lower risk. The frustrating part of flood insurance is that the insurance doesn't kick in unless water comes into our home OR our foundation is compromised. Most of the homes along our street are not at risk of flooding, we are at risk of losing our land and our homes to the river. We lost over 30 ft of land 4 years ago and we lost our back deck. Our foundation is 20' from the riverbank, and yet, we are still not in a position for any assistance from FEMA because our house is still considered habitable.

3) It has been argued that there is a less expensive means to fix this problem if we all work together. This premise ONLY works if EVERYONE participates. While we did have 100% support for a \$40,000 price tag, this assumes that EVERYONE has \$40,000 or can obtain a loan for this amount. Of course we ALL want to pay 1/2 of the proposed LID. The question is, can we all come up with the money to do this? If a homeowner doesn't have \$40,000 in savings, then a home equity loan is needed. This still puts a lien on all our homes AND the interest and terms will likely be less favorable than working with CBJ. It is highly unlikely that all homeowners will be able to qualify for a loan under the terms required for a home equity loan. I know, because we have looked at this option. We need at least 20% equity, the rate for a home equity loan is higher than a standard home loan and the term is typically only 10 years. Currently we would not qualify for a \$40,000 home equity loan.

Ok, let's assume we all qualify for the loan amount, you also need an appraisal showing you have 80% equity. There are quite a few homeowners that do not have 20% equity at this point. Even the homeowners who may currently think they have this equity, there is a chance that an appraiser will de-value a home based on the riverbank and the appraised value may be substantially lower than anticipated. When an entire street goes in for home equity loans or this magnitude, it will cause concern on the appraisers, lenders and underwriters.

4) Lastly, we believe, riverbank stabilization will only work if we all participate. If this LID does not go through, we will have both upstream and downstream properties not involved in doing any work. We live where one side of us is owned by a neighbor that has never been to a meeting and has never voted. The other side is owned by CBJ. In the very beginning of our problems, we approached the city to see if they would go in on rock work with us. We were told that we would be allowed to fortify the City's lot, but they would not provide any funds to help. If this bank stabilization is done "piece-work" there is a high chance of lawsuits, foreclosures and re-sale issues. Without the complete project, we feel that all of our homes will have difficulty selling without a drastic price reduction. In our group of homes, we have not had a sale for over two years, the last home sale being February of 2016. Ask yourself, would you buy one of our homes if there was any other housing option available?

I know this is a difficult decision to place a LID of this magnitude on our homes. The fact that most of us are begging you to move forward with this, should be a sign of how desperately we need your help. It is a terrible situation and it has been amazing to see how the neighborhood has come together to for support and solution seeking. We ask you to help us move forward with this project and implore you to offer financing options.

Sincerely,

Scott & Traci Heaton

9391 Rivercourt Way

----- Original Message -----

From:

"John Bohan" <John.Bohan@juneau.org>

To:

"curt goehring" <securtg@gmail.com>, "Joe Heueisen & Joyce Mill (heueisen@gci.net)" <heueisen@gci.net>, "lebonnett2@gmail.com" <lebonnett2@gmail.com>, "getmon50@yahoo.com" <getmon50@yahoo.com>, "mark.g@myersgroupllc.com" <mark.g@myersgroupllc.com>, "egan32@gmail.com" <egan32@gmail.com>, "bjorn.wolter@gmail.com" <bjorn.wolter@gmail.com>, "stefanie.dummer@hotmail.com" <stefanie.dummer@hotmail.com>, "Sara Race (sara_jones10@hotmail.com)" <sara_jones10@hotmail.com>, "al_steininger@yahoo.com" <al_steininger@yahoo.com>, "Al & JoAnn Steininger (steininj@yanoo.com)" (steininj@yahoo.com)" <steininj@yahoo.com>, "Curt & Joyce Goehring (joyce.goehring@gmail.com)" <joyce.goehring@gmail.com>, "Michael & Jodi Wise (eodwise@hotmail.com)" <eodwise@hotmail.com>, "Bill & Lucy Hudson (lhhudson@gci.net)" <lhhudson@gci.net>, "Matt & Angie Mickle (mickleofak@gmail.com)" <mickleofak@gmail.com>, "Josh & Andy Hamilton (tidepoolfools@yahoo.com)" <tidepoolfools@yahoo.com>, "Ray & Sheri Vidic (vidic@gci.net)" <vidic@gci.net>, "Nico & Susan Bus (nicowbus@gmail.com)" <nicowbus@gmail.com>, "Rhonda Bunes (rhonda.bunes@gmail.com)" <rhonda.bunes@gmail.com>, "Greg and Sandy Wagner (gregwagner3165@comcast.net)" <gregwagner3165@comcast.net>, "Norman & Donna Staton (kasan@gci.net)" <kasan@gci.net>, "Howard Jaeger (bbjaeger@gci.net)" <bbjaeger@gci.net>, "Joe Flores (Prheatwave@gmail.com)" <Prheatwave@gmail.com>, "Jeff Rud (jeffrud@gmail.com)" <jeffrud@gmail.com>, "Shaub Thyres (Thyres@aol.com)" <Thyres@aol.com>, "cudacraig@gmail.com" <cudacraig@gmail.com>, "Traci Heaton (tracih@ak.net)" <tracih@ak.net>, "Scott Heaton (scott@accountablekids.com)"

<scott@accountablekids.com>, "John Taber (taberlima@gmail.com)"
<taberlima@gmail.com>, "christineshaw@rocketmail.com"
<christineshaw@rocketmail.com>, "jodi_wise1@hotmail.com"
<jodi_wise1@hotmail.com>, "Roger Healy"
<Roger.Healy@juneau.org>, "City Clerk" <City.Clerk@juneau.org>,
"Tom Mattice" <Tom.Mattice@juneau.org>

Cc:

Sent:

Fri, 30 Mar 2018 15:36:10 +0000

Subject:

RE: Meander Riverbank Proposed LID Public Hearing Rescheduled
to April 23 Assembly Meeting

Dear Meander Neighbors;

I have been informed there may be confusion regarding another
informal ballot/vote and how to register comments, support or
objection to the formation of the LID:

There will not be another ballot circulated to the property owners.
The only way to provide comment and register support or objection
for the proposed LID is **IN WRITING** to the Municipal Clerk prior to
the public hearing on April 23, 2018 in one of the following ways:

Email: city.clerk@juneau.org

Mail: CBJ City Clerk

155 S. Seward Street

Juneau Alaska

Fax: (907)586-4552

In Person: City Clerk's Office

155 S. Seward Street

Juneau Alaska

You may also testify in person to the Assembly at the April 23 Public Hearing for the proposed LID.

Thanks

John Bohan, PE

CBJ Chief CIP Engineer & Water Superintendent

155 S. Seward St

Juneau AK 99801

(907)586-0876 fax 463-2606

From: John Bohan

Sent: Friday, March 23, 2018 10:51 AM

To: 'curt goehring'; Joe Heueisen & Joyce Mill (heueisen@gci.net); lebonnett2@gmail.com; getmon50@yahoo.com; mark.g@myersgroupplc.com; egan32@gmail.com; bjorn.wolter@gmail.com; stefanie.dummer@hotmail.com; Sara Race (sara_jones10@hotmail.com); al_steininger@yahoo.com; Al & JoAnn Steininger (steininj@yanoo.com) (steininj@yahoo.com); Curt & Joyce Goehring (joyce.goehring@gmail.com); Michael & Jodi Wise (eodwise@hotmail.com); Bill & Lucy Hudson (lbhudson@gci.net); Matt & Angie Mickle (mickleofak@gmail.com); Josh & Andy Hamilton (tidepoolfools@yahoo.com); Ray & Sheri Vidic (vidic@gci.net); Nico & Susan Bus (nicowbus@gmail.com); Rhonda Buness (rhonda.buness@gmail.com); Greg and Sandy Wagner (gregwagner3165@comcast.net); Norman & Donna Staton (kasan@gci.net); Howard Jaeger (bbjaeger@gci.net); Joe Flores (Prheatwave@gmail.com); Jeff Rud (jeffrud@gmail.com); Shaub, Thyas (Thyas@aol.com); cudacraig@gmail.com; Traci Heaton (tracih@ak.net); Scott Heaton (scott@accountablekids.com); John Taber (taberlima@gmail.com); christineshaw@rocketmail.com; jodi_wise1@hotmail.com; Roger Healy; City Clerk; Tom Mattice

Subject: RE: Meander Riverbank Proposed LID Public Hearing Rescheduled to April 23 Assembly Meeting

Mr. Goehring, please find responses embedded within your questions below:

John,

I have questions as well that have gone unanswered:

1. Why the tremendous increase in overall project costs? Why the jump from \$7,800,000 to now over \$11,000,000? Why the increase in CBJ share?

As this project would have Federal funding, CBJ would have to follow the Uniform Relocation Act for acquiring easements for the project, increasing the original estimated costs. Eminent Domain costs have also been added to the revised estimate.

2. In the last COW there was mention of another homeowner vote. Will there be another vote taken to discern level of homeowner support?

The Assembly COW directed staff to proceed forward with the LID ordinance with \$80k assessment for each property. Another informal vote will not be taken. Any comments of support or opposition should be addressed to the City Clerk prior to the public hearing or at the public hearing for the Assembly to consider during the deliberation of the LID Ordinance.

3. Will CBJ consider loss of homeowner support? Or if homeowners do not register their support or opposition, will homeowner's opinion not be a consideration any longer

This is a matter for the CBJ Assembly to determine at the public hearing. The CBJ LID Code states:

- 4 Has CBJ given any consideration whatsoever to seeking a separate, less costly, more realistic design as suggested by the Alaska head of NRCS, Robert Jones, suggested and offered that NRCS would still offer 75% funding for an alternative design?

The CBJ has not. The CBJ is relying on the NRCS as the expert on riverbank stabilization.

We feel homeowner support is waning and still feel the cost homeowners are being assessed, many against their will, is outrageous. We also feel this project represents a huge waste of taxpayer and personal dollars. Once again, I encourage every homeowner who may be opposed to this project to register your opposition.

Curtis Goehring

From: Brian Goettler
To: [City Clerk](#)
Subject: 3323 Meander Way votes YES for LID
Date: Monday, April 23, 2018 10:01:06 AM
Attachments: [Mendenhall Fiddlin.docx](#)

City Clerk,

Here is my input, with the attachment, which appears did not go thru first time.

3323 Meander Way votes YES for the LID.

Thanks, Brian Goettler

 City Clerk/Assembly:

My position remains as stated in attached Letter to the Editor, which appeared in Juneau Empire on 1/29/18.

I also offer the following:

1. The lack of portability is likely an issue for many. Some of those voting no (and myself for that matter) would likely want to sell prior to enjoying the full (or possibly any) of the benefits of the protection. The structure of the LID lacks portability in that it is likely to be treated as a lien on the property by any lender, thereby making it due and payable by the current owner upon sale vice transferring with the property to the new owner. And it looks like the financing structure of the lid requires payment of the full interest when paid off, regardless of the timeframe. Treating the lid similar to an increased property tax could relieve this concern and possibly convert No votes to Yes in my opinion.
2. While I don't like an \$80K obligation, I would rather spend it on a hard, engineered, long lasting solution RATHER than pay for nothing in the form of lowered property values, sale prices, and ambiguity. So I support the LID regardless of whether or not my concerns with it are resolved.
3. I realize CBJ will likely hear protest from unaffected CBJ taxpayers for whatever costs CBJ ultimately incurs. However, this is not the same situation as knowingly purchasing property in a longtime known avalanche area at reduced price. CBJ platted these properties and has received substantial property tax revenue from these higher priced properties over many years. Some PROPERTY TAX RELIEF OR AMNESTY over the life of the LID would seem appropriate rather than the "solution" offered to some - declaring your property blighted and assigned half of its value to save a \$1,000 or go in property tax doesn't seem the way to go, particularly if you care about resale value.
4. I do not believe homeowners going alone or in groups seeking lower estimated alternatives will be successful. And the actual cost for the current project is not cast in stone and ultimately could be lower. I appreciate the cap approach which I thought would eliminate some previous concerns, but has apparently been replaced recently

with lower cost ideas and visions that are likely to reduce the 80% LID agreement we had for a similar cost a year ago. The lure of a shiny quarter or lower cost solution will always be out there, but are likely not achievable or, if so, could be implemented in time for many.

I appreciate CBJ's efforts to date, and realize answering the numerous concerns, dealing with no votes, and putting together a LID represents significant time and effort for CBJ staff and a very busy Assembly. I believe the current LID that CBJ has put together represents the best (and likely only) path to a permanent and timely solution to this crisis. At this point I CAN ONLY HOPE THAT YOU DON'T PASS ON THE WORK THAT REMAINS nor give up on assisting your constituents who have paid substantial taxes over these many years, some of whom are in extreme peril and will remain so if the LID (and thus NRCS) goes away.

Thank you for your consideration.

Brian Goettler

From: chance figueroa
To: [City Clerk](#)
Subject: LID 200 Mendenhall Riverbank
Date: Monday, April 23, 2018 11:57:43 AM

I have recently discovered CBJ is considering placing a lien of \$80,000 against some of the homeowners along the Mendenhall River in order to help repair the erosion that has occurred to a few properties there.

This cannot stand. I have never known a municipality to place such a huge financial burden on its citizens, and at the behest of so few. It is no small issue to lose property by such arbitrary circumstances, but it is another matter entirely to indebt fellow citizens of the area. There are basic risks run when owning riverside property and it can only be the responsibility of the owners and their insurance policies to handle any sort of mischance. With the surrounding neighbors completely innocent in the damages the full weight of these repairs should rest with the affected homeowners.

Sincerely,
Chance Figueroa

Sent from [Mail](#) for Windows 10

From: Dave Hanna
To: [Borough Assembly](#)
Subject: Mendenhall River
Date: Monday, April 23, 2018 1:08:11 PM

I would like to commend the City Manager for having the courage to rationalize the situation on Mendenhall River and take a position that is in the best interest of the taxpayers. While it is indeed an unfortunate situation for the home owners and we would all like to help, the fact remains that the project has escalated out of control and will unfairly impact both the homeowners and the taxpayers.

In addition to this, the fact is that by the time the project was actually implemented I suspect that most homeowners will not have been able to wait and will have done the work already. Some folks have already done this and others are in process. Would we expect those folks to agree to having their work re-done and pay again? I suspect not.

If the City wants to assist the homeowners I suspect there are better ways. Waiver of permit fees and royalties on the rock come to mind and low interest loans could also be looked at.

Thank you for the opportunity to comment.

Dave Hanna