

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

April 2, 2018 7:00 PM

City Hall, Assembly Chambers
Regular Meeting 2018-08

Submitted By:

Duncan Rorie Watt
City and Borough Manager

I. FLAG SALUTE

II. ROLL CALL

III. SPECIAL ORDER OF BUSINESS

A. Alaska Clean Harbor Certification

IV. APPROVAL OF MINUTES

A. February 26, 2018 Special Assembly Meeting 2018-06

B. March 5, 2018 Regular Assembly Meeting 2018-07

V. MANAGER'S REQUEST FOR AGENDA CHANGES

- A. 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 \$2,935,000.

This ordinance was originally scheduled for public hearing on April 2, 2018, but due to not having met the necessary public notice requirements, it has been rescheduled to the April 23, 2018, regular Assembly meeting. Ordinance 2018-13(b) corrects the total project cost in Section 5, now \$11,425,000.

- B. 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.

This ordinance has been pulled for further work.

The City Manager recommends that this ordinance be returned to the Committee of the Whole for further consideration.

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 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The funds would repair and re-drive pilings that have withdrawn from the sea floor; repair deteriorated steel hinges connecting the floating approach floats; and replace some decking and rub rails.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 is reviewing this ordinance at its meeting on March 29, 2018.

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

- b. **Ordinance 2018-04 An Ordinance Amending the Land Use Code Relating to Variances.**

This ordinance would amend CBJ Title 49, the Land Use Code, concerning variances. A person seeks a variance when they want to develop something that is prohibited by Title 49. Because a variance allows a person to violate the requirements of Title 49 that apply to everybody else, variances are only warranted in limited circumstances and the requirements should be vigorous. The current variance requirements had become difficult to apply due to some nuanced criteria and how past

variances were decided. This ordinance (1) clarifies what provisions of Title 49 are subject to a variance, (2) clarifies the process and criteria used to evaluate variances, and (3) creates new variance criteria to sever the Board of Adjustment from its past variance decisions.

The Planning Commission has diligently considered this ordinance and held public hearings at multiple meetings. On February 27, 2018, the Planning Commission recommended the Assembly adopt this ordinance.

The City Manager recommends this ordinance be introduced and referred to the Committee of the Whole meeting on April 30, 2018.

- c. **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.**

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

- d. **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.**

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

- e. **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.**

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

- f. **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 introduced and set for public hearing at the next regular Assembly meeting.

- g. **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 introduced and set for public hearing at the next regular Assembly meeting.

h. **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 introduced and set for public hearing at the next regularly scheduled Assembly meeting.

2. Resolutions

a. **Resolution 2815 A Resolution Authorizing the Manager to Execute a Drainage Easement across City Property Located at 3252 and 3254 Hospital Drive with AK Preservation Spruce Limited Partnership for Sleepy Spruce Apartments.**

The State currently operates the Johnson Youth Center (JYC) at 3252 and 3254 Hospital Drive. A drainage ditch has been in use for decades and is necessary to access City property in order to keep the ditch free and clear

of debris. JYC stated that they have no concerns with the City granting this easement. At the February 27, 2017, meeting, the Lands Committee passed a motion of support for staff to begin the review process to maintain proper drainage. At the September 15, 2017, meeting the Planning Commission recommended that the Assembly grant a portion of CBJ property to the AK Preservation Spruce Limited Partnership for the purposes of a drainage easement.

The City Manager recommends this resolution be adopted.

- b. **Resolution 2822 A Resolution Ratifying the Economic Terms Tentative Agreement Between the City and Borough and the Marine Engineers Beneficial Association, and Applying those Terms to Non-represented Employees.**

This resolution would provide Assembly ratification of the economic terms reopener tentative agreement negotiated between the City and Borough of Juneau and the Marine Engineers Beneficial Association (MEBA) for fiscal year 2019, and would apply those same terms to non-represented employees of the CBJ.

The agreement includes the economic modification of a two percent increase to the pay schedule. The total cost of this provision for MEBA members and non-represented employees is projected to be approximately \$763,000.

The City Manager recommends this resolution be adopted.

3. Bid Award

- a. **Bid Award - B 18-005 Term Contract for Roadway Painting**

This is a three-year term contract scheduled to end December 31, 2021. Bids were opened on March 20, 2018. Only one bid was received, from Specialized Pavement Marking, Inc. for \$252,453.25 per year. The protest period ended on March 21, 2018.

The City Manager recommends award to Specialized Pavement Marking, Inc., for the total amount bid of \$252,453.25 per fiscal year.

- b. **Contract Award for the Downtown Waterfront Improvement Consulting Services (RFP DH 18-043) for \$200,000 to PND Engineers**

Docks & Harbors advertised for Architectural-Engineering (AE) consulting services under a Request for Proposal (RFP) to address Downtown Waterfront Improvements needs under solicitation RFP DH 18-043.

Two proposals were received and the selection committee, comprised of staff members from CBJ Engineering and Docks & Harbors, unanimously choose PND Engineers, Inc. of Juneau using Quality Based Selection criteria. Docks & Harbors has negotiated a fee proposal of \$200,000 to advance design efforts to approximately 35% under the initial phase for bus staging and open space decking.

The Docks and Harbors Board will review the staff recommendation to select PND Engineers at its March 29, 2018, board meeting to advance the design efforts.

The City Manager recommends the professional services contract be awarded to PND Engineers, Inc. in the amount of \$200,000.

4. Liquor License

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

The following is a list of 2018/2019 liquor license renewal applications that have been received from the Alcohol Beverage Control Board and are before the Assembly for one of the following actions: to protest, waive its right to protest, or refer this matter to the Assembly Human Resources Committee for additional review and recommendation. Those licenses marked by an asterisk (*) must be acted upon at the April 2 Assembly meeting in order to fall within the 60-day local governing body comment period. Any license without an asterisk may be continued to the next meeting on April 23 and still meet the 60-day deadline for comment.

Beverage Dispensary Liquor License #4349 Fishbone LLC d/b/a Rockwell; Location: 117 S Franklin Street, Juneau

Beverage Dispensary Liquor License #673 Juneau's Waterfront Restaurants, LLC d/b/a Pier 49 Seafood Station; Location: 406 S Franklin Street Suite Retail B & Adjoining Pier, Juneau

Beverage Dispensary Liquor License #772 NYT Inc. d/b/a Rendezvous; Location: 184 S Franklin Street, Juneau

***Beverage Dispensary Tourism License #1378 Alaskan Hotel & Bar Inc. d/b/a Alaskan Hotel;** Location: 167 S Franklin Street, Juneau

***Beverage Dispensary Tourism License #175 CNH Holding LLC d/b/a Breakwater Inn;** Location: 1711 Glacier Ave., Juneau

Brewery License #2534 Alaskan Brewing LLC d/b/a Alaskan Brewing Co.; Location: 5429 Shaune Drive, Juneau

Package Store Liquor License #2976 No Creek Jack Inc. d/b/a Duck Creek Market; Location: 9951 Stephen Richards Drive, Juneau

***Restaurant Eating Place Liquor License #2812 Genuine Ventures LLC d/b/a Tracy's King Crab Shack;** Location: 432 S Franklin Street, Juneau

Restaurant Eating Place Liquor License #5153 Midnight Ninja Ventures Inc. d/b/a The Rookery Cafe; Location: 111 Seward Street,

Juneau

Restaurant Eating Place Liquor License #5279 Midnight Ninja

Ventures Inc. d/b/a The Taqueria; Location: 245 Marine Way, Juneau

Staff from the Finance, Fire, Public Works/Utilities, Police, and Community Development departments has reviewed the above list of renewals and recommends the Assembly waive its right to protest these renewals. CBJ Code 20.25.025 sets out the basis by which the Assembly may protest a license renewal.

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

5. Transfers

- a. **Transfer T-998 Transfer of \$690,000 from Aurora Harbor Improvements Capital Improvement Project to the Statter Harbor Phase III Capital Improvement Project.**

This request is to transfer \$690,000 from the Aurora Harbor Rebuild Capital Improvement Project (CIP) to the Statter Harbor Phase III CIP for the purpose of construction of a For-Hire Commercial Float facility as part of the Statter Harbor Master Plan. This is Harbor Enterprise match money which was determined necessary under a factual basis decision utilizing Commercial Passenger Vessel Excise Tax monies as adopted in the FY2017 Capital Improvement Program.

The funds are available from the Aurora Harbor Rebuild Phase II project because the bid was lower than originally expected. Sufficient funds will remain in the Aurora Harbor Rebuild Phase II CIP account to complete Phase II as planned. The Docks and Harbors Board will review this transfer at its March 29, 2018, board meeting.

The City Manager recommends this transfer be approved.

- b. **Transfer T-999 Transfer of \$10,000 from Cruise Berth Improvement Capital Improvement Project to the Dock Cathodic Protection Capital Improvement Project.**

The CBJ Docks and Harbors director requests a transfer of funds from CIP account H51-101 (Cruise Berth Improvements) to CIP H51-104 (Dock Cathodic Protection).

This transfer will provide a 5% contingency for the project which was awarded to Island Contractors, Inc. on February 12 for \$228,440. The Docks and Harbors Board will review this transfer at its March 29, 2018, board meeting.

The City Manager recommends this transfer be approved.

VIIIPUBLIC HEARING

- A. **Ordinance 2017-06(AG) An Ordinance Appropriating to the Manager the Sum of \$800,000 as Partial Funding for the Construction of Valley Transit Transfer Center; Grant Funding Provided by Alaska Department of Transportation and Public Facilities.**

This ordinance appropriates \$800,000 from the Alaska Department of Transportation and Public Facilities for Phase I of the new valley transit center.

The CBJ will match these funds at a level of 20% with existing transit center capital appropriations.

The Public Works and Facilities Committee forwarded this request at its February 26, 2018, regular meeting.

The City Manager recommends this ordinance be adopted.

- B. **Ordinance 2017-06(AH) An Ordinance Appropriating to the Manager the Sum of \$700,000 as Partial Funding for Rainforest Recovery Center Detox Addition Capital Improvement Project; Funding Provided by Sales Tax Fund's Fund Balance.**

This ordinance appropriates \$700,000 of FY18 1% sales tax monies for partial funding to a new project, *Bartlett Regional Hospital (BRH) – Rainforest Recovery Center Upgrades*. This appropriation of FY18 1% sales tax conforms with the allocation of 1% sales tax monies approved by the CBJ Finance Committee on January 10, 2018.

This new project will renovate and provide an addition to the existing Rainforest Recovery Center on the BRH campus. Additional funding of \$1,800,000 of FY19 1% sales tax is scheduled for FY19 in the Draft FY 19-FY24 Capital Improvement Plan.

The Public Works and Facilities Committee forwarded this request at its February 26, 2018, regular meeting.

The City Manager recommends this ordinance be adopted.

- C. **Ordinance 2017-06(AI) An Ordinance Appropriating to the Manager the Sum of \$2,603 as Partial Funding for Temporary Staffing Assistance at the City Museum; Funding Provided by the Friends of the Juneau-Douglas City Museum.**

This ordinance appropriates \$2,603 in grant funding to the Library Department, for the purpose of providing temporary staffing assistance during the summer at the city museum.

Grant funding is provided by the Friends of the Juneau-Douglas City Museum. There is no matching requirement for this grant. These funds will be used to provide supplemental front desk assistance during the summer months that fall in FY18 when the museum is busier due to tourism. This grant fully funds salaries and benefits for this 0.25 FTE (0.07 FTE in the FY18 period); there is no impact to support from the general fund.

The City Manager recommends this ordinance be adopted.

D. Ordinance 2017-06(AJ) An Ordinance Appropriating to the Manager the Sum of \$1,801,875 as Funding for the Juneau International Airport Gate 2 Passenger Boarding Bridge Capital Improvement Project; Funding Provided by the Airport Fund's Fund Balance.

This ordinance would appropriate \$1,801,875 to the Airport Gate 2 Passenger Boarding Bridge (PBB) capital improvement project (A50-095). Funding is provided as follows:

Airport Fund's Fund Balance:	\$1,801,875
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This action will forward fund the Gate 2 PBB project until a Federal Aviation Administration grant is received; the grant is anticipated in mid to late April. Forward funding the project will allow timely issuance of the Notice to Proceed, which will allow the contractor to complete pre-construction activities so that use of the critical summer construction season can be maximized, and operational impacts to air carriers minimized. The Airport Board reviewed this action at its March 13, 2018, meeting.

The City Manager recommends this ordinance be adopted.

E. Ordinance 2017-06(AK) An Ordinance Appropriating to the Manager the Sum of \$600,000 as Funding for the RecycleWorks / Waste Management Program; Funding Provided by Sales Tax Fund's Fund Balance.

The voters approved \$2 million in temporary sales tax in the 2017 election for the RecycleWorks/Waste Management program. This appropriation of \$600,000 from sales tax will go to the RecycleWorks/Waste Management Enterprise Fund.

The Public Works and Facilities Committee forwarded this request at its February 26, 2018, regular meeting.

The City Manager recommends this appropriation ordinance be adopted.

F. Ordinance 2017-06(AL) An Ordinance Appropriating to the Manager the Sum of \$235,000 as Partial Funding for the Project Playground Rebuild Capital Improvement Project; Funding Provided by Community Donations Collected by the Juneau Community Foundation.

Various community members and organizations are donating \$235,000 to the CBJ for the reconstruction of Project Playground. The Juneau Community Foundation

has been receiving these funds and will donate the funding to the CBJ. These donated funds will be appropriated into the Playground Rebuild CIP, P41-095.

The Public Works and Facilities Committee forwarded this request at its February 26, 2018, regular meeting.

The City Manager recommends this appropriation ordinance be adopted.

G. Ordinance 2018-07(A) An Ordinance Appropriating and De-Appropriating Funds from the Treasury for FY18 School District Operations.

The FY2018 school enrollment is below the level originally used to determine the Juneau School District (JSD) funding for the FY18 approved school budget.

This results in \$726,277 less of state revenue and a reduction of \$167,000 to the contribution amount that CBJ is allowed to fund under the state cap. The CBJ funding can be reduced or reallocated to other needs. The school board and Assembly Finance Committee have recommended reallocating the CBJ funding of \$167,000 to the Kinder Ready Program.

The Board of Education passed a budget revision for the FY18 District's Operating Fund at its December 12, 2017, meeting.

The Assembly Finance Committee approved this action at its meetings on December 13, 2017, and February 7, 2018.

The City Manager recommends this appropriation ordinance be adopted.

H. Ordinance 2018-09 An Ordinance Providing for the Issuance and Sale of a General Obligation School Refunding Bond in the Aggregate Principal Amount of Not to Exceed \$5,500,000; and Providing for the Form and Terms of the Bond and for Unlimited Tax Levies to Pay the Bond.

This ordinance would authorize the issuance of up to \$5.5 million in bonds to refund (refinance) the 2008A & B general obligation school bonds. The original \$39.5 million in bonds were sold in July 2008. The bonds were sold directly into the financial markets by CBJ but the refunding is being done via a "direct placement" with a national bank, Wells Fargo.

If CBJ issues the refunding bonds in May 2018 the refunding will result in an estimated total savings of \$262,000, after all costs, over the remaining life of the bonds. The savings is shared between the State of Alaska and CBJ. The term of the new issue will be the same as the original (final payment June 2023).

These bonds qualify for 70% reimbursement under the state's School Construction Bond Debt Reimbursement Program. However, the reimbursement under the state's debt reimbursement program is subject to annual appropriation by the Legislature. The debt service component of the property tax mil rate, as currently set, raises

sufficient revenue to pay the remaining CBJ portion of the debt service.

The City Manager recommends this ordinance be adopted.

IX. UNFINISHED BUSINESS

X. NEW BUSINESS

A. Granite Mountain Properties LLC Appeal Re: Taku Horticulture

Granite Mountain appealed a Planning Commission decision granting a conditional use permit to Taku Horticulture. The Assembly accepted the appeal and referred it to a Hearing Officer with the State Office of Administrative Hearings. After some procedural motions, the parties settled this appeal by the Planning Commission agreeing to hold a supplemental hearing. The parties also recommended that Granite Mountain's \$500 appeal fee be refunded. The Hearing Officer agreed and signed the attached order.

Had the parties not settled 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 settled an appeal, out of an abundance of caution, this settlement and order is being presented to inform the Assembly especially because of the \$500 appeal fee refund.

The Assembly needs to decide whether to accept or reject the Hearing Officer's order dismissing this appeal and refunding Granite Mountain's \$500 appeal fee. 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 settlement and Granite Mountain is refunded its \$500 appeal fee. 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. Vertical Bridge Request for a Lease of City Property

The Division of Lands and Resources received an application to lease City property from Vertical Bridge Holdings LLC. The lease is being requested on CBJ property on Lena Point; this is also the location of a municipal drinking water reservoir. Vertical Bridge is proposing to construct a 150' tower and cellular facility adjacent to the Lena Point reservoir that will accommodate multiple cellular carriers. CBJ 53.09.260 states "The proposal shall be reviewed by the assembly for a determination of whether the proposal should be further considered and, if so, whether by direct negotiation with the original proposer or by competition after an invitation for further proposals." The decision before the Assembly at this time is whether to work with the original proposer or to solicit additional applicants to lease the property. The Assembly will not be approving the cellular installation at this time.

On March 19, 2018, the Lands Committee passed a motion recommending the Assembly direct the Manager to work with the original applicant, Vertical Bridge Holdings. If the Assembly provides a motion to work with Vertical Bridge Holdings LLC., the proposed lease and the cellular installation will then be reviewed by the Planning Commission and will also be subject to the requirements of CBJ 49.65 Article 9, “Wireless Communication Facilities”. If approved by the PC, the lease will come back before the Assembly for final approval as an ordinance.

The City Manager requests a motion to work with the original applicant, Vertical Bridge.

C. Protest of Planning Commission’s Recommendation to Deny a Request to Rezone Seven Lots in the Auke Bay Area at 3853 Bayview Ave, 12020 Glacier Highway, 11988 Glacier Highway, and 11950 Glacier Highway.

The Planning Commission received an application to rezone seven lots in the Auke Bay area from D10 (residential) to LC (light commercial). After holding a hearing and addressing a motion for reconsideration, the Planning Commission recommended not to rezone. Title 49 allows a person to protest the Planning Commission’s recommendation, which the applicant has done. Section 49.75.130 requires a draft ordinance be presented. In this case, because the Planning Commission declined to recommend the rezone, the draft ordinance is incomplete.

In the case of a timely filed protest, the code requires the Assembly to hold a public hearing on the proposed rezone. At the close of the hearing, the Assembly may uphold the planning commission's decision and decline to proceed with the ordinance, or it may determine to proceed with the proposed rezone by amending the draft ordinance.

In order to move the ordinances forward, the Assembly must make a specific finding that the proposed new zoning designation meets the criteria required by CBJ 49.75.120, which provides as follows:

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

At this time, the Assembly should set this matter on for the public hearing required by CBJ 49.75.130.

XI. STAFF REPORTS

XII. ASSEMBLY REPORTS

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

XIII. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

XIV. EXECUTIVE SESSION

- A. **Regulatory Commission of Alaska Matter**

XV. ADJOURNMENT

XVI. SUPPLEMENTAL MATERIALS

- A. Ordinance 2017-07(A) An Ordinance Appropriating and De-Appropriating Funds from the Treasury for FY18 School District Operations. [Red Folder Version]

Attached are the corrected "Red Folder" versions of Ordinance 2017-07(A) and Manager's Report as introduced on March 5, 2018. This change was overlooked by accident at the time this April 2 packet was compiled. Please substitute the attached Ordinance 2017-07(A) for that found in your packets.

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 - February 26, 2018

MEETING NO. 2018-06: 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, Mary Becker, Maria Gladziszewski, Jesse Kiehl, Loren Jones, Rob Edwardson, Beth Weldon (telephonic), and Norton Gregory (telephonic - joining at 5:45 p.m. due to technical difficulties)

Assemblymembers absent: Mayor Ken Koelsch

Staff present: Acting City Manager Mila Cosgrove, Assistant City Attorney Robert Palmer, Acting Clerk Beth McEwen, Finance Director Bob Bartholomew

II. AGENDA TOPICS

- A. PUBLIC HEARING - Ordinance 2017-06(AF) An Ordinance Appropriating to the Manager the Sum of \$75,000 as Funding for Intervention in Docket U-17-097 with the Regulatory Commission of Alaska, Funding Provided by the General Fund's Fund Balance.

This ordinance would appropriate \$75,000 to fund the costs associated with CBJ's participation as an intervenor in the matter before the Regulatory Commission of Alaska, where Hydro One Limited is seeking authority to acquire control of Alaska Electric Light & Power Company.

AEL&P is the power utility for Juneau. On July 1, 2014, Avista Corp., based in Washington, bought out AEL&P's parent Alaska Energy and Resources Company. On July 20, 2017, Avista Corp. announced they would join forces with Hydro One.

The Assembly Finance Committee took up this matter at its meeting on January 10, 2018.

The Assembly Committee of the Whole unanimously recommended this at its meeting of February 5, 2018.

The City Manager recommends this ordinance be adopted.

DRAFT

Public Testimony was received as follows:

Mr. Brian Weed said he is the co-founder of Juneau's Hidden History which is the largest hiking group in Alaska on preserving the history of Juneau public lands. Mr. Weed recommended the Assembly allocate the \$75,000 towards the fight to keep AEL&P local, and while he understands it is based out of Spokane, he would like to see it retained by a United States company. He recommends this as he is concerned about the loss of historic lands in Juneau. AEL&P owns the mining rights because with the mining rights, they also get the water rights. Echo Bay, in the early 1990's, did testing on the AJ mine to find out how much gold was left in the mine and found 87 million tons of ore still left in the AJ mine. At .05 ounces of gold per ton, that comes to 4.5 million ounces of gold. As of two days ago the price of gold was at \$1300 per ounce which brings the total value of gold at \$5,000,850,000 still left in the AJ mine. He said that doesn't even count the Treadwell mine which is also owned by AEL&P through the subsidiary of AJT Mining which is slated to be sold to Hydro One. Mr. Weed said that his concern is with respect to a deal that was done in approximately 1970 whereby the city would get a percentage of the profits if it was ever mined. He would like the Assembly to get an attorney to look at that as he is concerned that deal may no longer be in effect.

Mr. Weed said it would be very foolish to loose six billion dollars in gold if the mine were ever to reopen through the Sheep Creek tunnel. He said this would also include the lose of 7,000 acres of Juneau land to Canada and most of those, approximately 5,000 acres, have no hydroelectric value. That acreage is the AJT mining properties or miscellaneous properties that AEL&P owns just through 100 years of operations.

He said that AEL&P, over the past 50 years, has permitted hikers to hike all over their properties. Previously, there were no "No Trespassing" signs posted on AEL&P property but in the last three years, since Avista has taken over, people will notice dozens of AJT properties posted with "No Trespassing" signs all over Juneau. A popular trail at the end of the N. Douglas that people frequented, is now posted "No Trespassing." He wants to know what else will happen when Hydro One takes over. Avista has hired a security guard for the S. Douglas properties to make sure no one strays off the trail. He said he was also told in a meeting with Bruce Howard of AJT Mining Properties that when Avista purchased the AEL&P properties, they didn't want the AJT properties but at the time AEL&P could not separate the properties. He suggests that if Avista still does not want them, he recommended the city push to get those AJT properties (AJ and Treadwell mines) back since they serve no hydroelectric use. Both those mines were the largest hard rock gold mines prior to 1930's and it would be foolish to loose \$6 billion on the AJ

side and an estimated \$4 billion on the Treadwell side.

Mr. Jones asked Mr. Weed if he had a chance to see the memo in the packet relating to the seven reasons CBJ would intervene in this case. Mr. Jones said that Mr. Weed's comments about losing AEL&P to a Canadian company is not one of the reasons the Assembly was intervening in the RCA case.

Mr. Weed said he understands that and his concerns are primarily about the AJT properties that have not been part of the Assembly's discussion.

Additional discussion took place with Ms. Gladyszewski commenting about the need to be clear about the separation of issues before the RCA and other matters not involved with the RCA case.

Ms. Becker asked Mr. Weed if he knew for sure that the AJT mining properties were slated to be sold along with the AEL&P properties to Hydro One.

Mr. Weed explained to Ms. Becker that his mining numbers are accurate. He said that Echo Bay did a study in the early 1990's, they spend \$100 million on the Alaska Juneau Mine to reopen it. It didn't happen, there were some pollution problems and while he is not saying that the mine should reopen, he said we know that this amount of gold is sitting there and someday, they may want to reopen it through the Sheep Creek Tunnel. He said if we don't ask for it, we aren't going to get it so why not put it on the table that we want this. He questions why a hydroelectric utility needs these mines.

Mr. Kriss Hart noted that he has already sent two letters to the Assembly relating to this issue. He said this is a snapshot in time during which we can comment on a regulated industry that is a monopoly in our town and we get to ask for a few things right now during this negotiation process. He said it would be smart for the City to have good representation and ask some questions in trying to negotiate a better deal for the citizens. They may not all come in a regulatory framework, but they may come as part of an agreement to get through the process and the City would have a good chance to negotiate the things that are the citizens' favor. He supports an open process where everyone gets to question it and provide comments.

Ms. Weldon asked Mr. Hart if he had a chance to read the proposed agreement that the City Manager provided in the packet.

Mr. Hart said he did read that and sent a full letter commenting on that. He said he doesn't believe that serves the purpose. He thinks CBJ would be better off going through the intervention process.

Mr. Doug Woodby noted that he had sent a letter to the Mayor and Assembly supporting the allocation of the funds for intervention instead of supporting the draft settlement agreement that the City Manager provided. He said if they compare the two documents, the petition that was written up as the intervention document spells out in good detail the kinds of issues that need to be discussed in front of the RCA. He said he doesn't believe the negotiated settlement, as in the memo from the Manager, gets to the issues that need to be addressed.

Mr. Albert Shaw provided historic information relating to Snettisham which he feels may have been lost in the discussions/negotiations. He said that the original Snettisham project was to give power to a pulp mill which we never got. He said as a side bar on that, logging on Admiralty Island that Sealaska did was the logging that would have taken place if they would have gotten a pulp mill. He said that beyond that, sometime in the early 1960's when he was on the city council and that had folded up, Bud Boddy moved and Mr. Shaw seconded that the city go after Snettisham again. They were successful in that endeavor and he remembers Senator Bartlett telling them that he had to make the long walk to 1600 Pennsylvania Ave. to get it into the budget and make sure it stayed there. Mr. Shaw said that is how they got to where we are today. Without that move, this discussion wouldn't be taking place because Snettisham would not have been built timely enough to do us any good. He said he is the last person standing who could make those statements.

Mr. Shaw said that as far as this whole thing goes, CBJ does have to make sure that we hang onto the land. He said the interests in the AJ, if his memory is correct, the city would get 60% of anything that would come out of it money-wise and on the Treadwell it would be 40%. He said the other percentages originally would have gone to the light company, but how they are going to decide how to set that up separately from the power project, ultimately is a problem the Assembly gets to solve.

Ms. Gladziszewski thanked Mr. Shaw for his historical actions and his testimony.

Mr. Randy Sutak said that he initially submitted a letter regarding this matter. He said that it is concerning to him that of the items the Assembly recommended to be discussed or negotiated, that only three of them were substantially negotiated. He noted that on the third item, Mr. Watt's memo also states "Conformance with our goal will likely be debated." Mr. Sutak said that with respect to other three items, Mr. Watt did not choose to negotiate at all. That confused him as he thought that was what Mr. Watt was supposed to be doing. He said that he feels it is important that the city maintain a seat at the table. He said there have already been some concessions met and some conditions that were duplicated or extended to AEL&P,

i.e. the ratepayers of Juneau similar to those in Oregon, Idaho, and Washington.

That helps and is a good start but that it is only a start. He expressed concern that CBJ should have a seat at a negotiating table with an attorney of the same caliber as that of the attorney representing the power companies. In his opinion, it would be a huge mistake for the Assembly to accept the negotiations as they are right now and he urged them to go forward with this ordinance and intervention.

There being no else wishing to testify, Mr. Nankervis closed public testimony at 5:52 p.m.

Mr. Edwardson related a deer hunting story from his time in Oregon during which they climbed a hill and each time they felt they were almost at the end, they realized there was further to go and kept on climbing. After a number of hours, they still never reached the top of the hill. He said he feels like this project is very similar to that hill climb. Every time he goes through the paperwork they receive relating to this project, he thinks he has a handle on it and then he re-reads it and realized it is just serving to highlight the depths of his ignorance on the subject. He said he trusts our neighbors at AEL&P but he really doesn't know that they understand the lack of his knowledge on this subject. Therefore, he is in favor of voting for this ordinance to hire someone who is an expert at this who will be able to tell the Assembly the questions they should be asking. Someone who would be willing to point out the things that they should know.

Mr. Nankervis asked Ms. Cosgrove or Mr. Palmer to provide any additional information relating to the memo in the packet and/or the petition for intervention.

Ms. Cosgrove noted that at the Assembly Committee of the Whole meeting on February 5, the Assembly gave direction to staff to pursue parallel paths of action: 1) to file petition for intervention with the RCA, and 2) to attempt to negotiate directly with AEL&P/Avista/Hydro One to obtain terms that would help protect the public interest in the transfer of the utility. Both of those paths were pursued.

Ms. Cosgrove noted that In the packet, beginning on page 4, there is a copy of the intervention petition filed by Kirk Gibson on behalf of CBJ. He worked with City Attorney Amy Mead on that petition prior to it being filed. The packet, after page 42, contained the negotiated settlement terms arrived at through discussion with the utility companies that largely addressed the seven policy concerns outlined by the Assembly. The memo was written by Mr. Watt and it was City Attorney Mead, Mr. Watt, and, to some extent Ms. Cosgrove, involved in those negotiations back and forth. The basic topics covered were the ones they thought there was direction on: Ownership of Snettisham, Adherence to the 55 commitments in the Washington

filings, Open Access/Transmission, Resources Planning, Mining Utilization Agreements, Submission of a \$50 million bond and land assets and managements. The memo contains Mr. Watt's short summary of those agreements followed by the agreements themselves in the packet. She stated that it is important to note that those terms are only applicable if CBJ withdraws its intervention petition and files a letter with the RCA that states that CBJ does not oppose the transfer currently before the RCA.

Ms. Cosgrove noted that should the Assembly not meet those conditions, the settlement offer will be withdrawn and it may not be relied upon in any subsequent proceedings germane to this issue, in other words, they would take it off the table completely. She said that of particular note, there are items in the negotiated settlement agreement that as it stands now, will not be addressed in the RCA proceedings.

Shortly after the Assembly COW, the RCA issued their order #2 on February 9, which clarified what they would be addressing in the issues before them. They took off of the table any issues relating to Snettisham and they specifically stated that they will not address open access/transmission or interconnection in the proceedings. They referred to other administrative avenues available to the parties who may or may not be at an impasse, which is unclear to her at this time. She said the third point is a consumer hearing which is scheduled for February 27 at Centennial Hall beginning at 7p.m.

Ms. Cosgrove said that another thing that has happened after the February 5 COW meeting is that the State of Oregon Public Utility Commission issued a preliminary finding regarding the proposed transfer of Avista to Hydro One. In short, the preliminary finding determined that there is not enough evidence to support the Oregon standard of review which, as a practical matter, appears to be somewhat more onerous a threshold to meet than the one that exists in Alaska. She said that is a legal matter that is still under research but that it appears they would approve a transfer if such an action is in the net benefit of the ratepayers. She said there seems to be different standards using the terms: "cause no harm", "public interest", and "net benefits." She said the record does remain open in Oregon to allow Hydro One to demonstrate that the review of that standard can be met; it is not a finalized but rather a preliminary finding.

Mr. Nankervis asked Ms. Becker to repeat her earlier question relating to AJT and AEL&P. Ms. Becker said that it is her understanding that the AJT ownership that is in partnership with CBJ is not part of the Hydro One/Avista sale/agreement. She said that just because AEL&P is being sold, the AJT partnership is not a part of that sale because CBJ has not released its interest in that agreement. She said she now

doesn't know where that stands because they have heard everything under the sun that it is going to go, that it is not going to go, CBJ would always have authority over that, which is the mining rights, etc.. and she said she would like to hear a definitive answer as to where the CBJ's interest in that stands, whether we have lost it or we are going to or we are not and we are going to have it forever unless we give it away.

Mr. Palmer said he thinks Ms. Becker's assessment is fair and if the Assembly wants a detailed analysis, they would need to do some additional research and come back with a more in depth answer. Ms. Becker said she feels it is important to find out the answers to those questions.

Ms. Gladziszewski asked for clarification from Mr. Palmer about what he means by Ms. Becker's assessment is fair.

Mr. Palmer said he was referring to Ms. Becker's assessment of the different mining interests and our mining royalty benefits. He said that he knows that Mr. Watt has worked extensively on the mining unitization agreement but it is not something that Mr. Palmer has specifically looked at to the extent that he could answer those questions at this meeting.

Mr. Jones said with respect to Ms. Becker's question, in the Manager's memo, under item number 5, the Manager speaks about the unitization agreement. Mr. Jones said he agrees that the document is over 30 years old, however when AVISTA purchased AEL&P, that unitization agreement was updated and changed the names to reflect that Avista is now a partner to that. The names in that agreement are not 30 years old and Avista did get control of AJT properties. He said that it may be assumed that would also change in this upcoming sale. He said he didn't know if that would change to Hydro One or stay with Avista. He said what did bother him was that the manager didn't find appropriate or possible any negotiated changes and it also stated that the agreement could be terminated by either party. He said it has been awhile since he read the agreement so he doesn't recall what the terms of the agreement are with respect to the grounds for termination, whether it is a 90-day, 60-day, or 6-month notice period.

Mr. Jones said he understands that is potentially not an issue before the RCA but it is an important issue to keep aware of and he is in agreement with Ms. Becker that we need a definitive answer but he doesn't think a definitive answer will realistically happen, especially if either party can terminate the agreement at any time. He said he doesn't necessarily think this is an issue that is part of the matter currently before the Assembly. He agrees with Mr. Edwardson that CBJ needs a seat at the table in this whole process. He said that in terms of Snettisham, that is outside the current RCA

process and he sees it as being something resolved at a legislative level or through ADAs Board in terms of getting authorization to change the agreement that currently exists.

MOTION by Mr. Jones to adopt Ordinance 2017-06(AF). He said he won't ask for unanimous consent as he feels this matter will garner quite a bit of additional discussion.

Mr. Kiehl asked Mr. Palmer if the proposed negotiated settlement had been reviewed by Mr. Gibson who has been engaged under some sort of retainer. Ms. Cosgrove said that she believes that Mr. Gibson has looked at it. She said that he has had conversations with Mr. Watt and Ms. Mead directly about it but Ms. Cosgrove said she cannot tell them the substantive pieces of those conversations. She said that her understanding is that Mr. Gibson believed CBJ could have gotten more than what was articulated. In her discussion with Ms. Mead, she had an understanding that some of the things he articulated were not really on the table as policy considerations from the Assembly.

Mr. Kiehl said that he is particularly concerned with regard to a number of the items referred to in the list of 55 commitments that were out there. He said he did not see ring fencing, did not see limitations on upward distribution of dividends to the parent company, he did not see restrictions on pledge of assets against debts of the parent company. Some of the things that the Assembly has received a lot of public comment on were not included in the potential settlement documents. He said that many of the items he was tracking were not included and he wondered if that was on Mr. Gibson's advice or if Mr. Gibson had weighed in on it at all.

Ms. Cosgrove and Mr. Palmer both stated that they did not have knowledge of what, if any, advice Mr. Gibson had on those points.

Mr. Kiehl said that leads him to speak in favor of the motion. As one of the people testifying mentioned, most of the items that the Assembly sent to the City Manager, he is not seeing in the negotiated settlement. He said what is here is significantly out of step with what the utility attorney would have put in his motion to intervene initially so he is inclined to proceed with the intervention.

Ms. Gladziszewski spoke in favor of the motion because the topic is very complicated and the Assemblymembers are not utility attorneys. She said that while this memo is a start, it doesn't address enough of the things that have been asked for. She said that she does have some concern that there have been some unrealistic expectations of some commenters regarding what this intervention can achieve. The RCA has said that Snettisham is not on the table, open access/transmission is not on

the table. She said those are two of the biggest things that she and the public is concerned about so she wants people to understand the extend of what is available for them to do. She said that if the state statutes are inadequate for the what the RCA can review or what CBJ can comment on, that issue should be taken up with the Legislature. She said it is becoming clear that the statutes regarding this are not as strong as the statutes in Oregon and Washington. She wanted to make clear that we may not be able to achieve, through intervening, all the things that people wish we could achieve.

Mr. Jones noted that through the intervention, CBJ could come in as a partner with AEL&P/Hydro One, they could go into this as an adversary, or they could go in as a third party arguing for things. He asked if it was possible, as an intervenor, to argue with the RCA that they should have included the two big items noted by Ms. Gladziszewski as part of the discussion of the sale. He asked if that was part of the role of an intervenor or we can only intervene and argue on those points the RCA has already taken off the table.

Mr. Palmer said we could definitely object to what the RCA has done. Whether they change their position on what issues are relevant to their review, there is not much we can do about that. As to Mr. Jones' question if CBJ can continue to advocate that those things should be included, yes, we could. Would they find it relevant? Right now, probably not. Mr. Palmer said we could definitely object and whether that preserves rights in the future, may or may not be of a benefit.

Ms. Weldon said that her comments would be to remind the public about what Ms. Gladziszewski was referring to and that is to reiterate that the RCA hearing is limited to whether Hydro One is fit, willing, and able, to take over Avista/AEL&P. She said that in looking at some of the comments that the Assembly received via email, they are off that topic. She said CBJ is not going to be able to block the sale from happening. She said she thinks that may not be understood by the public. She also noted that Snettisham and the interconnection are also off the table and not something CBJ can address in the RCA proceedings. Ms. Weldon said she had a question for Mr. Palmer as Ms. Mead had alluded to the possibility that CBJ didn't even qualify to intervene and she asked Mr. Palmer if he knew anything about that and if that was still a problem or does CBJ qualify to intervene.

Mr. Palmer said that as of right now, we submitted a petition to intervene. The RCA has not decided that petition to his knowledge and from his understanding in looking at the case law in the regulation, there are ways to intervene by right. He said he doesn't believe we have fallen within any of those provisions such that our intervention is permissive. The RCA has substantial discretion whether or not to grant our intervention. It will be based on what is in the petition that the outside

counsel has drafted. So ultimately, we have asked to intervene but it is not a done deal.

Ms. Weldon said that unfortunately Mr. Watt isn't present so they can only go on what he mentions in his memo. In the memo, it states that either we can withdraw our petition or even withdraw from the procedure later on in the process of this. She asked if we make the appropriation tonight, can we still continue negotiations and later withdraw?

Ms. Cosgrove answered that her understanding is that the choice is one or the other this evening. It does not mean CBJ couldn't approach AEL&P/Avista/Hydro One again but it is unclear to her whether or not the settlement terms will remain on the table.

Mr. Gregory said in looking at the memo from Mr. Watt, it talks about Snettisham and that AEL&P would just let it go in 2034 whenever it comes time to address that matter. He said it doesn't conceptually meet the intent of the Assembly's goal and he doesn't feel that it does. He said that he thinks CBJ should continue to intervene and to have appropriate legal staff reviewing this material as they move forward. There is a lot of information to digest and they've heard from the public that is what they would like to happen so he will be voting to support the ordinance.

Ms. Becker said that she feels the questions and the concerns, CBJ is not going to get the answers in the same way and be able to provide the answers to the community if they are not at the table.

Mr. Nankervis asked for the Clerk to restate the motion.

MOTION by Mr. Jones to adopt Ordinance 2017-06(AF). Mr. Jones added that at this time, he would also ask for unanimous consent. *Hearing no objection, the motion passed by unanimous consent.*

III. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None.

IV. EXECUTIVE SESSION

A. Appeal Deliberation - 7th Day Adventist Church School v. CBJ Assessor

MOTION by Mr. Kiehl that the Assembly recession into Executive Session to discuss a matter which by law may be kept confidential, specifically, sitting in their quasi-judicial capacity to deliberate in the appeal of the Seventh Day Adventist

Church School vs. CBJ Assessor.

Hearing no objection from the public, Mr. Nankervis called for a 10 minute break prior to convening Executive Session.

Executive Session began at 6:30 p.m. and reconvened at 6:37 p.m.

After the meeting was reconvened, Mr. Kiehl noted that during Executive Session, the Assembly met in its quasi-judicial capacity and gave direction to its counsel to prepare documents for the next regular Assembly meeting.

V. ADJOURNMENT

There being no further business to come before the Assembly, the meeting was adjourned at 6:38 p.m.

Signed: _____
Elizabeth J. McEwen, Acting Clerk

Signed: _____
Jerry Nankervis, Deputy Mayor

THE CITY AND BOROUGH OF JUNEAU, ALASKA

Meeting Minutes - March 5, 2018

MEETING NO. 2018-07: The Regular Meeting of the City and Borough of Juneau Assembly, held in the Assembly Chambers of the Municipal Building, was called to order at 7:00 p.m. by Mayor Ken Koelsch.

I. FLAG SALUTE

II. ROLL CALL

Assembly Present: Maria Gladziszewski, Norton Gregory, Loren Jones, Jesse Kiehl, Ken Koelsch, Beth Weldon, Mary Becker (telephonic), Rob Edwardson (telephonic), and Jerry Nankervis (joined telephonically at 7:12p.m.)

Assembly Absent: None.

Staff Present: Mila Cosgrove, Acting City Manager; Amy Mead, Municipal Attorney; Beth McEwen, Acting Clerk; Diane Cathcart, Acting Deputy Clerk; Bob Bartholomew, Finance Director; Roger Healy, Engineering and Public Works Director; Rob Steedle, Community Development Director; Jane Mores, Deputy City Attorney; Teresa Bowen, Assistant City Attorney; Scott Ciambor, Chief Housing Officer

III. SPECIAL ORDER OF BUSINESS

None.

IV. APPROVAL OF MINUTES

MOTION by Mr. Gregory to approve the minutes of the February 12, 2018 and January 22, 2018 Regular Assembly meetings and asked for unanimous consent. Hearing no objections, the minutes were approved.

A. February 12, 2018 Regular Assembly Meeting 2018-05

B. January 22, 2018 Regular Assembly Meeting 2018-03

V. MANAGER'S REQUEST FOR AGENDA CHANGES

Ms. Cosgrove noted two requests for consent agenda changes:

Consent Agenda Item 1.g. Ordinance 2018-07 (A) An Ordinance Appropriating and De-Appropriating Funds from the Treasury for FY18 School District Operations. The red folder contained a revised ordinance and manager's report correcting the amount which was submitted at \$167,000 being changed to \$167,500.

Consent Agenda Item 3.a. Bid Award for JNU Gate 2 Passenger Boarding

DRAFT

Bridge. There was a slight change to the City Manager's recommendation that the project be awarded for the total amount of the bid \$1,222,700 "contingent upon appropriation of funding." That is also found in the red folder.

VI. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Mr. William Quayle spoke to the Assembly regarding the regulations for pedicabs requesting that they change the regulations to allow for access to the Whale Park. He requested that the area in which pedicabs are allowed to operate be expanded city-wide with the exception of Douglas since they do not want to allow them to cross the bridge.

Mr. Ryan Conarro (and friends) came forward to share with the Assembly the Juneau Histories Theater Project which is a project of the Juneau Arts and Humanities Council coming up at the end of March. March 29-31 at the JACC. This project is a theatrical event featuring real people's real lives, real stories on stage. It features 5 Juneau community members lead by Frank Henry Kash-Katasse and Mr. Conarro facilitating the process. These are stories focusing on the histories of the downtown Juneau village and the Willoughby District, past, present, and reflecting on the future. He asked each of the participants to introduce themselves. They were: Paul Marks, Lillian Petershoare, Ernestine Hayes, Michelle Hutcherson, Walter Soboleff Jr., Sarah Campen, and Sue Schrader. The performances are March 29 at 7pm, March 30 at 7pm and March 31 at 2pm and 7pm. Mr. Conarro said they also have two school day performances through the Any Given Child program on Thursday and Friday and there are public tickets available for public seating at those performances.

VII. CONSENT AGENDA

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

None.

B. Assembly Requests for Consent Agenda Changes

None.

C. Assembly Action

MOTION by Mr. Kiehl to adopt the Consent Agenda with the changes to items 1.g. and 3.a. as requested by the City Manager and asked for unanimous consent. *Seeing and Hearing no objection, the Consent Agenda was approved.*

1. Ordinances for Introduction

a. Ordinance 2018-09 An Ordinance Providing for the Issuance and Sale of a General Obligation School Refunding Bond in the Aggregate Principal Amount of Not to Exceed \$5,500,000; and Providing for the Form and

Terms of the Bond and for Unlimited Tax Levies to Pay the Bond.

This ordinance would authorize the issuance of up to \$5.5 million in bonds to refund (refinance) the 2008A & B general obligation school bonds. The original \$39.5 million in bonds were sold in July 2008. The bonds were sold directly into the financial markets by CBJ but the refunding is being done via a “direct placement” with a national bank, Wells Fargo.

If CBJ issues the refunding bonds in May 2018 the refunding will result in an estimated total savings of \$262,000, after all costs, over the remaining life of the bonds. The savings is shared between the State of Alaska and CBJ. The term of the new issue will be the same as the original (final payment June 2023).

These bonds qualify for 70% reimbursement under the state’s School Construction Bond Debt Reimbursement Program. However, the reimbursement under the state’s Debt Reimbursement Program is subject to annual appropriation by the Legislature. The debt service component of the property tax mill rate, as currently set, raises sufficient revenue to pay the remaining CBJ portion of the debt service.

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

- b. Ordinance 2018-13 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 \$2,935,000.

Twenty-seven 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 percent of the estimated \$8.5 million construction costs.

This ordinance would create a Local Improvement District to provide the local sponsorship as required by NRCS for the project to use federal funds. The CBJ estimates its contribution to the project will be \$2.94 million plus the costs associated with maintaining the riverbank protection structure for a period of ten years. The property owners’ combined contribution, through the LID, would be fixed at \$2.160 million 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 code (15.10.040(b)) requires that notice of the public hearing be mailed to the property owners at least 30 days prior. The CBJ mailed notices to the twenty-seven property owners on March 1, 2018.

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

- c. Ordinance 2017-06(AG) An Ordinance Appropriating to the Manager the Sum of \$800,000 as Partial Funding for the Construction of Valley Transit Transfer Center; Grant Funding Provided by Alaska Department of Transportation and Public Facilities.

This ordinance appropriates \$800,000 from the Alaska Department of Transportation and Public Facilities for Phase I of the new valley transit center.

The CBJ will match these funds at a level of 20% with existing transit center capital appropriations.

The Public Works and Facilities Committee forwarded this request at its February 26, 2018, regular meeting.

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

- d. Ordinance 2017-06(AH) An Ordinance Appropriating to the Manager the Sum of \$700,000 as Partial Funding for Rainforest Recovery Center Detox Addition Capital Improvement Project; Funding Provided by Sales Tax Fund's Fund Balance.

This ordinance appropriates \$700,000.00 of FY18 1% sales tax monies for partial funding to a new project, *Bartlett Regional Hospital (BRH) – Rainforest Recovery Center Upgrades*. This appropriation of FY18 1% sales tax conforms with the allocation of 1% sales tax monies approved by the CBJ Finance Committee on January 10, 2018.

This new project will renovate and provide an addition to the existing Rainforest Recovery Center on the BRH campus. Additional funding of \$1,800,000.00 of FY19 1% sales tax is scheduled for FY19 in the Draft FY 19-FY24 Capital Improvement Plan.

The Public Works and Facilities Committee forwarded this request at its February 26, 2018, regular meeting.

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

- e. Ordinance 2017-06(AK) An Ordinance Appropriating to the Manager the Sum of \$600,000 as Funding for the RecycleWorks / Waste Management Program; Funding Provided by Sales Tax Fund's Fund Balance.

The voters approved \$2 million in temporary sales tax in the 2017 election for the RecycleWorks/Waste Management program. This appropriation of \$600,000 from sales tax will go to the RecycleWorks/Waste Management Enterprise Fund.

The Public Works and Facilities Committee forwarded this request at its February 26, 2018, regular meeting.

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

- f. Ordinance 2017-06(AI) An Ordinance Appropriating to the Manager the Sum of \$2,603 as Partial Funding for Temporary Staffing Assistance at the City Museum; Funding Provided by the Friends of the Juneau-Douglas City Museum.

This ordinance appropriates \$2,603 in grant funding to the Library Department, for the purpose of providing temporary staffing assistance during the summer at the city museum.

Grant funding is provided by the Friends of the Juneau-Douglas City Museum. There is no matching requirement for this grant. These funds will be used to provide supplemental front desk assistance during the summer months that fall in FY18 when the museum is busier due to tourism. This grant fully funds salaries and benefits for this 0.25 FTE (0.07 FTE in the FY18 period); there is no impact to support from the general fund.

The City Manager recommends this ordinance be introduced and set

for public hearing at the next regular Assembly meeting.

- g. Ordinance 2018-07(A) An Ordinance Appropriating and De-Appropriating Funds from the Treasury for FY18 School District Operations.

The FY2018 school enrollment is below the level originally used to determine the Juneau School District (JSD) funding for the FY18 approved school budget.

This results in \$726,277 less of state revenue and a reduction of \$167,000 to the contribution amount that CBJ is allowed to fund under the state cap. The CBJ funding can be reduced or reallocated to other needs. The school board and Assembly Finance Committee have recommended reallocating the CBJ funding of \$167,000 to the Kinder Ready Program.

The Board of Education passed a budget revision for the FY18 District's Operating Fund at its December 12, 2017, meeting.

The Assembly Finance Committee approved this action at its meetings on December 13, 2017, and February 7, 2018.

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

In accordance with the Manager's Request for agenda changes, the revised Ordinance 2018-07(A) and revised Manager's Report noting the change from \$167,000 to \$167,500 was introduced and set for public hearing.

- h. Ordinance 2017-06(AJ) An Ordinance Appropriating to the Manager the Sum of \$1,801,875 as Funding for the Juneau International Airport Gate 2 Passenger Boarding Bridge Capital Improvement Project; Funding Provided by the Airport Fund's Fund Balance.

This ordinance would appropriate \$1,801,875 to the Airport Gate 2 Passenger Boarding Bridge (PBB) capital improvement project (A50-095). Funding is provided as follows:

Airport Fund's Fund Balance:
\$1,801,875

This action will forward fund the Gate 2 PBB project until a Federal Aviation Administration grant is received; the grant is anticipated in mid to late April. Forward funding the project will allow timely issuance of the Notice to Proceed, which will allow the contractor to complete pre-

construction activities so that use of the critical summer construction season can be maximized, and operational impacts to air carriers minimized.

The Airport Board will review this action at its March 13, 2018, meeting.

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

- i. Ordinance 2017-06(AL) An Ordinance Appropriating to the Manager the Sum of \$235,000 as Partial Funding for the Project Playground Rebuild Capital Improvement Project; Funding Provided by Community Donations Collected by the Juneau Community Foundation.

Various community members and organizations are donating \$235,000 to the CBJ for the reconstruction of Project Playground. The Juneau Community Foundation has been receiving these funds and will donate the funding to the CBJ. These donated funds will be appropriated into the Playground Rebuild CIP, P41-095.

The Public Works and Facilities Committee forwarded this request at its February 26, 2018, regular meeting.

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

2. Resolutions

- a. Resolution 2820 A Resolution Reestablishing the Youth Activities Board, and Repealing Resolution 2761.

This resolution repeals Resolution 2761 and reestablishes the Youth Activity Board with a slightly different membership. This resolution would remove the requirement that a board member be from the Juneau Sports Association. The Juneau Sports Association sent a letter asking for this change because it tried to fill the seat for the last ten months to no avail, and that has created a quorum problem each month. This resolution would not prohibit a member of the Juneau Sports Association from filling a general public seat.

The Assembly Human Resources Committee considered this request at its meeting on February 12, 2018, and forwarded it to the Assembly for adoption.

The City Manager recommends this resolution be adopted.

3. Bid Award

a. JNU Gate 2 Passenger Boarding Bridge

This project would construct building modifications and install passenger boarding bridge at the Juneau International Airport Terminal, gate 2.

Bids on this project were opened on February 15, 2018. The bid protest period expired on February 16, 2018. Results of the bid opening were as follows:

Bidders	Total Bid
Carver Construction, LLC	\$1,222,700
Dawson Construction	\$1,289,000
Island Contractors, Inc.	\$1,315,145
Alaska Commercial Contractors, Inc.	\$1,416,000
Engineer's Estimate	\$2,260,000

The City Manager recommends that this project be awarded to Carver Construction, LLC for the total amount bid of \$1,222,700, contingent upon receipt of Federal Aviation Administration grant award and Assembly appropriation of grant award.

In accordance with the City Manager's request for agenda changes, the Manager's recommendation that the project be awarded for the total amount of the bid \$1,222,700 was changed to add the words: "contingent upon appropriation of funding."

4. Liquor License

a. Liquor License Renewals 2018-2019

The following list of 2018-2019 liquor license renewal applications are before the Assembly for one of the following actions: to protest or waive its right to protest. Due to the Assembly's meeting schedule and the timing at which these licenses were received, the 60-day local governing body comment period will expire prior to the next regular Assembly meeting on April 2. If the Assembly wishes to postpone action on any of the below licenses, a special Assembly meeting would be required for action within the 60-day comment period.

Beverage Dispensary License #550 Imperial Bar, Inc. d/b/a Imperial Bar; Location: 241 Front Street, Juneau

Beverage Dispensary Tourism License #5340 Jacobsen-Daniels Associates LLC d/b/a The Annex;

Location: 1873 Shell Simmons Drive, Suite 220a (Juneau International Airport-inside of security area)

Beverage Dispensary Tourism License #5341 Jacobsen-Daniels Associates LLC d/b/a Romeo's Tap Room Location: 1873 Shell

Simmons Drive, Suite 220a (Juneau International Airport-outside of security area)

Beverage Dispensary Tourism License #5430 Mac Ventures, LLC d/b/a McGivney's Sports Bar and Grill; Location: 51 Egan Drive, Juneau

Package Store License #3507 Carr-Gottstein Foods Co. d/b/a Oaken Keg Spirit Shops #1820; Location: 3011 Vintage Blvd., Juneau

Restaurant-Eating Place License #5278 Abigail May LaForce Roha d/b/a Zerelda's Bistro; Location: 9351 Glacier Hwy., Juneau

Restaurant-Eating Place License #851 Rodfather's LLC d/b/a Papa Rod's; Location: 356 S. Franklin Street, Juneau

Restaurant-Eating Place License #1416 Taku Glacier Lodge Inc. d/b/a Taku Glacier Flightseeing/Salmon Bake; Location: Taku Valley, Lot 75 (City and Borough of Juneau)

Restaurant-Eating Place License #848 V's Grinders, LLC d/b/a V's Cellar Door; Location: 222 Seward Street, Juneau

General Wholesale Liquor License #3166 The Odom Corporation d/b/a The Odom Corporation; Location: 5452 Shaune Drive Bay 1, Juneau

Wholesale Malt Beverage and Wine Liquor License #4715 The Odom Corporation d/b/a The Odom Corporation; Location: 3143 Channel Drive, Juneau

Wholesale Malt Beverage and Wine Liquor License #5495 White Mountain Beverage LLC d/b/a K&L Distributors Alaska; Location: 8420 Airport Blvd., Suite 201, Juneau

Restaurant-Eating Place License #5231 Suwanna Café, LLC d/b/a Suwanna Cafe; Location: 8800 Glacier Hwy., Suite 100, Juneau

Staff from the Finance, Fire, Public Works/Utilities, Police, and Community Development departments has reviewed the above list of renewals and recommends the Assembly waive its right to protest these renewals. CBJ Code 20.25.025 sets out the basis by which the Assembly may protest a license renewal.

Initially, the Finance/Sales Tax Division recommended protest of the Suwanna Cafe Restaurant/Eating Place License #5231 due to unfiled sales tax returns. The licensee has now satisfied those requirements and the Finance Department has removed its protest recommendation.

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

5. Other Items for consent

- a. Always Redeye LLC Standard Marijuana Cultivation Facility License AMCO#11605

Staff from the Police, Fire, Finance, Public Works/Utilities, and Community Development departments have reviewed this marijuana license. Public Works/Utilities and Finance staff initially recommended protest of this license due to water utility shut-off and non-payment. They have now withdrawn their protest as of February 28, 2018 as the licensee has brought its accounts current.

CBJ Code 20.30.020 provides the applicant with a right to an abbreviated informal hearing before the Assembly to defend the application.

20.30.020(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 Community Development Department noted that the license was granted a Conditional Use Permit as of October 26, 2017 but the licensee does not yet have a CBJ marijuana license to operate.

An appeal of the issuance of the Conditional Use Permit was accepted by the Assembly on December 18, 2017. CBJ Code provides that unless otherwise ordered, the decision being appealed (in this case the Conditional Use Permit) shall not be stayed. (CBJ 01.50.030(h): "Stay pending appeal. Unless ordered otherwise by the appeal agency, the decision being appealed shall not be stayed pending appeal but action by any person in reliance on the decision shall be at the risk that the decision may be set aside on appeal.") CDD staff recommends allowing the applicant to move forward to obtain the state license.

Due to the large quantity of documents associated with each marijuana license, your paper packets have been limited to the following documents:

- State of Alaska AMCO – Initiating License Application #11605
- Form MJ-01 Operating Plan
- Form MJ-02 Premises Diagram
- Form MJ-04 Cultivation Supplemental

- CBJ Planning Commission Conditional Use Permit USE2017-22

The full set of documents is available to Assemblymembers electronically using the NOVUS BoardView portal in your online packets. Original paper copies of all the documents relating to this license are available for public review in the office of the Municipal Clerk during regular business hours.

The City Manager recommends the Assembly waive its right to protest the issuance of this license.

6. Transfers

- a. Transfer T-997 Transfer of \$300,000 from Bartlett Regional Hospital Roof Replacement Rainforest Recovery Center Capital Improvement Project to the Bartlett Regional Hospital Robert F. Valliant Administration Building Siding Capital Improvement Project.

This transfer of \$300,000 of BRH funds will provide funding for work to begin on the siding at BRH's Robert F. Valliant (RFV) Admin Building.

This \$300,000 was allocated to the BRH Roof Replacement CIP, however is no longer needed because of the decision to remodel the Rainforest Recovery Center.

These funds will be transferred into the BRH RFV Admin Build-Siding CIP, B55-077N.

The Hospital Board forwarded this request at their meeting on January 23, 2018.

The Public Works and Facilities Committee forwarded this request at its February 26, 2018, regular meeting.

The City Manager recommends this transfer be approved.

VIIIPUBLIC HEARING

- A. Ordinance 2017-06(AC) An Ordinance Appropriating to the Manager the Sum of \$200,000 as Funding for Auke Bay Marine Station Maintenance and Improvements CIP; Funding Provided by the Harbor Fund's Fund Balance.

This ordinance would transfer \$200,000 from the Harbor Fund to a new CIP for Auke Bay Marine Station Maintenance and Improvements. Establishment of this CIP would fund a variety of preventative maintenance and repair projects. In addition a small addition of 100 lineal feet of floats would be installed to improve mooring opportunities in Statter Harbor.

The Harbor Fund has a current balance of \$1,485,517. Subsequent to the transfer there would remain \$1,285,517 in the Harbor Fund.

The Docks and Harbors Board, at its regular meeting on January 25, 2018, adopted a recommendation that the Assembly approve this appropriation ordinance.

The City Manager recommends this ordinance be adopted.

Ms. Cosgrove noted during her Manager's Report that in addition to the Ordinance, the Port Director also wanted to submit with the packet a map and some drawings.

-
Public Comment: None.

Assembly Action:

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MOTION by Mr. Gregory to adopt Ordinance 2017-06(AC) and asked for unanimous consent. Hearing no objection, it was so ordered.

B. Ordinance 2017-06(AD) An Ordinance Appropriating to the Manager the Sum of \$480,000 as Funding for the Accessory Apartment Grant Incentive Program, Funding Provided by the Juneau Affordable Housing Fund's Fund Balance.

This ordinance would appropriate \$480,000 from the Juneau Affordable Housing Fund to the CBJ Accessory Apartment Grant Incentive Program to be used over a five-year period.

The CBJ Accessory Apartment Grant Incentive Program provides \$6,000 incentive grants to homeowners for new accessory apartment units that pass a final inspection and receive a Certificate of Occupancy.

The Juneau Affordable Housing Fund has a current balance of \$749,261. Beginning in FY18, the Juneau Affordable Housing Fund will receive \$400,000 per year for five years from the 1% sales tax fund to pursue housing activities noted in the CBJ Housing Action Plan and the Juneau Economic Development Plan. Subsequent to the transfer the Juneau Affordable Housing Fund fund balance would be \$269,261 until the 1% sales tax funds are made available.

At its January 2, 2018, meeting the Juneau Affordable Housing Commission made a motion to recommend the appropriation for the Accessory Apartment Grant Incentive Program.

At its January 10, 2018, meeting the Finance Committee recommended that an ordinance be drafted and forwarded to the Assembly for consideration.

The City Manager recommends this ordinance be adopted.

Public Comment: None.

Assembly Action:

MOTION, by Ms. Weldon, to adopt Ordinance 2017-06(AD) and asked for unanimous consent.

Mr. Jones objected and stated that he had several questions to ask relating to the Juneau Affordable Housing Fund. He said that it states that beginning in FY18, they will receive \$400,000/year for five years. He said the 1% sales tax that just passed, goes into effect in October 2018 which is FY19 and he asked if they were in fact receiving any FY18 monies or just the sales tax money starting in FY19. Ms. Cosgrove said she also noted that as well when she was reading through the materials and she believes that was a typographic error.

Mr. Jones said this is asking that they take money out of the Housing Fund which has \$700,000 and commit that now, even before the 1% sales tax that was approved by the voters for housing. He said they were presented at the January Assembly Finance Committee a breakout of how that money would be allocated over the next five years. Ms. Cosgrove agreed with Mr. Jones that was also her understanding.

Mr. Jones said he had asked some questions via email to the Manager and that Mr. Ciambor had responded. The emails were talking about them using approximately \$90,000 each year, which in essence was dividing up the \$480,000 total amount on a yearly basis. He asked who sets the policy such that while they are appropriating the \$480,000 now, that it will only be used at \$90,000/year. He asked if that is the Juneau Affordable Housing Commission, CBJ staff, CDD staff when they are reviewing applications. He asked what the process is for the housing fund monies and who controls those funds.

Ms. Cosgrove asked Mr. Ciambor to come forward to address those questions.

Chief Housing Officer Scott Ciambor said the first question he can address relates to the Juneau Affordable Housing Fund. The Juneau Affordable Housing Fund was created in 2010 as a fund that is available to be flexible for use for a variety of projects. At any point, developers or people with program ideas that are going to address housing issues can approach the city and ask to use those funds. Projects can be filled out through an application and presented to CBJ at any time.

Discussion took place regarding the path that applications would take. Applications for funds would be received by CDD staff and there is a limit of \$90,000/year to be distributed over a five year period. Each application is not going to go before the Juneau Affordable Housing Commission. Mr. Ciambor explained that what they have learned from the pilot process is that it takes 10-12 months for an application to go through the

entire process.

Mr. Ciambor went on to describe the process that has happened with the Mobile Home Loan Program and the pilot program set up with \$72,000 in 2015 to have CDD administer the Accessory Apartment incentive grant program. Mr. Ciambor explained that depending on the level of inquiries and interest in the program, the Affordable Housing Commission make recommendations to the Assembly about any adjustments they feel may be needed as the program continues.

Mr. Jones stated that he maintained his objection.

Roll call:

Aye: Becker, Gladyszewski, Gregory, Kiehl, Nankervis, Weldon, Koelsch

Nay: Jones

[Mr. Edwardson was no longer on the phone at the time of the vote.]

Motion passed: 7-1

- C. Ordinance 2017-06(AE) An Ordinance Appropriating to the Manager the Sum of \$200,000 as Funding for Archipelago Property Development CIP; Funding Provided by the FY18 Dock's Licenses/Fees Revenue.

This ordinance would transfer funds from the FY18 operating budget to a new CIP for Archipelago Property Development. The funds would be used to develop a preliminary design from plan concepts; generate cost estimates for implementation of the designs; prepare a draft purchase agreement; and include other associated tasks to answer questions regarding the acquisition and development of the Archipelago property.

As this funds transfer would exceed the budgetary authority for the Docks enterprise in FY2018, the Assembly is asked to approve a supplemental budget in the amount of \$200,000.

The Docks and Harbors Board considered this supplemental budget request at a special meeting on February 8, 2018 and recommended that it be forwarded to the Assembly for approval.

The City Manager recommends this ordinance be adopted.

Public Comment:

Mr. Kirby Day testified on behalf of Tourism Best Management Practices (TBMP). Many of their operators have been involved in this process with Docks and Harbors and some of them were in attendance at this meeting. Mr. Day encouraged the Assembly move this ordinance forward, realizing this is not necessarily approving the project itself, but approving the opportunity to spend some money to look more closely at the project and how it could go forward if they did decide to go forward down the road. He said that

a lot of work has already been done on this and they have all seen the projected numbers of visitors who are anticipated will be visiting Juneau in the next few years and that it is a significant increase that they had not seen since the 1990's. He said this is not a new idea specifically. He said that when 16b, the new dock project, was talked about in 2010-2011, he came to a number of Assembly meetings representing TBMP and reminding everyone that if they were going to increase the size of the ships that could be accommodated at the docks, they also needed to do something in terms of staging space. At that time, the Archipelego lot was not on the table as a discussion point and he encouraged them to take the opportunity for this next step to look at this project.

Serena Hutchinson said she did not mean to sign up to testify but was in favor of this ordinance.

Assembly Action:

MOTION by Ms. Gladziszewski to adopt Ordinance 2017-06(AE).

Mr. Jones said he left the joint meeting with the Assembly COW and Docks and Harbors Board early so discussed this somewhat further with Harbor Board Chair Tom Donek, Port Director Uchytel, and other staff from Docks & Harbors about this project. He said that it was his understanding that this money was coming from the Docks & Harbors fund balance. He noted that this is now coming from the FY18 Docks license and fees revenues. He asked if there is something that money was for that will not be getting done or does this reduce the amount of money that might end up in a Docks & Harbors fund balance at the end of the year.

Ms. Cosgrove said she believes it is the later and asked Mr. Bartholomew to address those questions.

Mr. Bartholomew said that it was a discussion that took place at the prior meeting that led to a motion to use the Docks and Harbors fees funding. He said they have sufficient revenues in FY18, they were going to go into fund balance. He said that rather than them falling into the fund balance, they will use that source of revenue to move forward the 35% design.

Addition discussion took place regarding the previous ordinance funding of \$200,000. Mr. Bartholomew clarified the different funding sources and explained there are two separate funds: a Dock Fund which has a balance of approximately \$4 million and a Harbor Fund with a balance of approximately \$1.4 million. He said there are two ways that they can use left over funds in the fund balance. They can get transferred to a CIP or used for other operating budget needs. He said that this would utilize FY18 revenues that would have otherwise fallen into a fund balance for another purpose.

Mr. Jones said that one of his conversations with Mr. Donek and Mr. Uchytel was that he

didn't want to see the Assembly get so far into the project so far that they felt like there was a lot of sunk money into the project that there was too much money committed to the project they couldn't back out if the Assembly wanted to.

Ms. Cosgrove said she understands Mr. Jones' concerns and said that she believes the intent of these funds is to proceed far enough in a planning process to be able to answer all those questions to everyone's satisfaction and determine how best or if to move forward with the full project.

Mr. Kiehl said he appreciates that the Dock funds are separate from the Harbor funds and asked if this is coming from the downtown docks, if it is subject to any of the restrictions that have been at issue recently.

Mr. Bartholomew said that the specific language in this ordinance about using the fees, is identifying that what they are using are basically the vendor booth fees and other revenues that are collected by the Docks Fund that did not originate from any activity related to the cruise industry. He said that for this amount of money, they are not dealing with the federal restrictions on the use of passenger fees or other passenger revenues or even money paid by the ships for the use of the port. This is non-cruise ship or passenger related revenue so that they could move forward without any conflicts or challengers.

Mr. Kiehl said there is a urban design plan in the process and he wanted to know when they anticipate that plan coming forward from the Planning Commission. He asked how that process looks for the big picture.

Ms. Cosgrove asked Mr. Steedle to come forward to address that question in terms of timing.

Mr. Rob Steedle stated that the Urban Design Plan is slated to be presented at the March 27 meeting as an information item. He said it will serve as background material for the commission as they consider City/State Projects that will be coming before them. The first one would be the purchase of the property. Title 49 states that all property acquisition goes to the Planning Commission. He said that as for development on that site, there will be a separate City/State Project review.

Mr. Kiehl said he was feeling good until Mr. Steedle noted that it was for informational purposes only and asked Mr. Steedle if the Planning Commission would be considering this plan in its capacity for land use planning.

Mr. Steedle said that they do not regard this as a plan such as the Lemon Creek Plan or the incipient downtown plan. He said that this is more like the master plan for the airport and is similar to a plan that the Docks and Harbors developed last year relating to Norway Point to Bridge Park in which they looked at operations in that region of the

waterfront that they control. He said it was not intended to be a supplement to the Comprehensive Plan and that is why it is an informational item. He said that Planning Commission review will be a review of the specific projects whether it is property acquisition or the development of that site once it is acquired.

Mr. Kiehl said he was already to vote yes and now his concerns are reemerging. He said that the Docks and Harbors Board plays a vital role but that while they ask them to do the day to day management, the downtown waterfront is a vital part of the broader community. He said we do have a long range waterfront plan and other documents that are in fact more than just internal discussion points. He said that for an empowered board with a limited focus, they do well but their focus is limited and he gets concern that when the only input from the Planning Commission comes up when they are reviewing a specific project and we are already looking at hundreds of thousands of dollars down the road.

Ms. Gladziszewski said she would speak against the motion for reasons that she mentioned during the discussions at the COW meeting. She said she feels the Harbor Board does a terrific job at their mission and this is squarely in their mission to serve the docks that they manage. She said she feels that they as an Assembly have a broader mission and that is to serve the entire community and to plan for the last remaining bit of waterfront. She said that she understands Mr. Day's point that this is not a go or no go but a step down the road. She said that once they start spending this kind of money, it will be harder to not go down this road. She said that maybe they should eventually but she feels there has not been a broad enough conversation about it. She said we must serve all those passengers that they have made big docks for but they have not had those bigger picture conversations and it has narrowed down very quickly to this solution and she would like to see a broader conversation.

Ms. Weldon spoke in favor of the motion. She said they spoke at length about this at the joint meeting with the Docks & Harbors Board and lot of their questions could not be answered without some sort of design. This ordinance will get them the design and ultimately, they need to remember that this is a private piece of property that they could do whatever they want with it but they have reached out to the city to do a private/public/partnership (PPP). She said without the design there are still unanswered questions.

Mr. Jones said that as this project has evolved, in the way it was presented to him, it was not a private/public/partnership. He said it is basically at this point a real estate deal that this money would be spent to figure out what all the costs are involved, including re-platting the land, buying land that we can use and land that would go to the developer. There is no commitment in this design that the private party do anything on their land and we could very well do most of our project and they could leave the land vacant. He said the city has not been very successful whenever they've tried to put conditions on land purchases. He said that the manager at the last meeting said it had become too

complicated for a PPP so it was separated out and this was then billed as "What could Docks & Harbors do if they get control of a portion of land." He said he was still unsure as to how he would vote on this matter.

Mr. Gregory said he echoed Ms. Weldon's comments. He said that he took a walk down on that property and is quite excited about the potential that that lot holds for the community. He said this could potentially be a \$20 million project that will truly enhance downtown and provide economic benefit to the committee and for those reasons will be voting yes.

Mayor Koelsch said he will also be voting yes. He values our waterfront very much and feels that Docks & Harbors has done a great job in developing and allowing the tourism in that particular area to thrive and this would hopefully make it even better. He said he also values the ability for the community use the docks and harbors. He said he is in favor of using this \$200,000 to bring back a design to will allow the Assembly to make up their minds with a thumbs up or thumbs down, he is in favor of that.

Roll call:

Aye: Becker, Jones, Gregory, Kiehl, Nankervis, Weldon, Koelsch

Nay: Gladziszewski,

[Mr. Edwardson was not on the phone at the time of the vote.]

Motion passed: 7-1

D. Ordinance 2017-23(c) An Ordinance Amending the Land Use Code Relating to Essential Public Facilities.

This ordinance would provide a process for permitting a facility that will provide an essential public service in a location not otherwise authorized under the Table of Permissible Uses and that would otherwise be extremely difficult to site.

The proposed permitting process closely follows the conditional use permit process. The key distinguishing differences are the proposed facility does not have to be a permissible use as specified in the Land Use Code, and the process is reserved for only those developments that will be providing an essential public service.

The Planning Commission reviewed the ordinance at its August 8, 2017, and September 12, 2017, meetings and recommended the Assembly adopt it. The Assembly Committee of the Whole considered the ordinance at its March 20, 2017, October 23, 2017, and January 29, 2018, meetings.

At its meeting on January 29, 2018, the committee recommended amendments, which are identified by the italicized language in version (c) of the ordinance.

The City Manager recommends this ordinance be adopted.

Public Comment: None.

Assembly Action:

MOTION by Mr. Jones to adopt Ordinance 2017-23(c).

Mr. Jones commented that he liked the changes. He said that when this was first discussed, some of the discussion was related to the a winter campground and whether AEL&P property could be used since it didn't allow camping in that zoning district. He said that the way the new ordinance language is drafted, it pretty much as to be a public/government project on public land unless it is a non-profit that is mostly charitable. He said that he likes the fact that if it is allowed under the Table of Permissible Uses (TPU), it can't come through this process. He said he still has some concerns whether or not they are giving themselves too much power that would in some ways go beyond some of the other powers that they already have. He said he would like the Assembly to have a significant discussion about this and maybe the attorney could go through some of the main changes.

Mr. Gregory said that he objected to the original version and he felt that the ordinance gave the Assembly too much power to make decisions that may not be in the best interests of the community. The example given by the City Manager was siting a homeless campground up on the AEL&P property. He was rather happy with the result of the work done by the committee in finding an alternative to that. He said he doesn't want to allow the Assembly to make those decisions that could adversely affect our community. He said he would also like to hear from the City Attorney about the changes that were made.

Ms. Mead said that most of the changes don't do anything other than to bring it more closely into conformance with the Conditional Use Permit (CUP) process. She said that the one change that she thinks is very meaningful, is the requirement that if the use is already identified in the TPU, than this process doesn't apply. She said the reason she says that is that the whole point of this is if there is a use that is identified by this body as being something that is an "essential public facility." She said this first came up in discussions when the manager was looking for sites for a sobering center. She said that if a use if of such a type that it is very difficult to site because no body wants to be near it, then this allows the Assembly to override what is in the TPU. The TPU has a line that would cover sobering centers. Where the manager wanted to site the sobering center was closer to downtown because that is where most of the people who utilize a sobering center are picked up. It didn't make any sense to have it where it is now or to place it someplace where the TPU allows those types of facilities, that is what this ordinance was designed to do. She said that if the Assembly wants to keep that language in about the TPU, this becomes akin to the "Use Not Listed" process where the Planning

Commission is finding a place where this thing could be sited.

Mr. Jones asked if under the current rules, without this ordinance, the Planning Commission has the authority to deal with uses not listed, then what does this ordinance give them other than some authority to overrule the Planning Commission if they decide they do not want to approve a use not listed.

Ms. Mead explained that if a type of use is already in the TPU, then the use not listed process does not apply. She said this ordinance, as initially conceived, was designed to be a tool for the Assembly and Planning Commission to be able to potentially site facilities such as a waste water treatment plant, sobering center, or other necessary use that no one wanted in their area.

Ms. Cosgrove asked for a brief at ease to try to reestablish the connection with those who were participating telephonically.

Mayor Koelsch recessed the meeting at 8:01 p.m. and reconvened at 8:12 p.m.

Ms. Weldon said that during the break, she asked Ms. Mead about possibly adding a phrase "in that location" to page 1, lines 22/23 and asked if Ms. Mead would address that potential addition and what it would mean if they did add that language.

Ms. Mead said that Ms. Weldon stated that it was her intent to specify that the chapter shouldn't be used if the proposed allowable use is an allowable use in that zone in the TPU.

Ms. Gladziszewski noted that would make it an unneeded sentence because if it is already in the zone and it is an allowable use in that zone, you don't need a sentence that says that. She said that with that sentence in the ordinance, it basically nullifies the whole thing.

Ms. Mead said that is correct.

Ms. Gladziszewski said she did not think they were ready to pass this ordinance when they still have this many basic questions.

Additional discussion with questions/answers from the members and the City Attorney took place regarding the processes relating to appeals, non-code ordinances, conditional use process, and city/state review processes.

Mr. Edwardson said that opposes this ordinance for the same reason he opposed it at the last meeting. He can see the utility of it but it seems they are giving themselves a lot of power and was looking in particular on page 3, line 17. *"In determining whether to recommend approval or denial of an application, the director shall consider: 1)*

Whether the proposed use will materially endanger public health or safety..." He said that is what the public process is for and it seems to him that it is a very powerful tool and if they use it, it would be after there has been a great deal of public process. At that point, the public has already determined that they do not want something and the Assembly is going to come back and say that they are wrong. He said that while he opposes the ordinance, he doesn't feel good about opposing it as he can see the uses for it.

Mr. Kiehl said he is somewhat torn about which way to go. The fundamental question for him on this ordinance is related to the balancing act between a guarantee of public process and a guarantee of accountability. He said that with this process, there is going to be a public hearing before the Planning Commission with a written report from the director that the public can react to. That is a good thing. Then, if it comes to the Assembly, the elected officials are only deciding if the Planning Commission made an error as part of the quasi-judicial process. If they do not write this in and that great need arises that has to be in the place and they need to do a non-code ordinance, there will be a public hearing when the ordinance comes before the Assembly. He said it is likely not going to have as much details in writing as there would be if it went to the Planning Commission but what they do have is direct accountability of the people who stand for election and are accountable to the citizens. He said he likes both those things and doesn't have a way to square that circle. He is leaning towards the accountability option and not adding this process to the toolbox.

Ms. Gladziszewski said she is in a similar place as far as being on the bubble. She said that her many years on the Planning Commission leans her towards the TPU. If something should be in a zone, you could change the TPU. She said that she likes this process over a that of a non-code ordinance. This process has Planning Commission oversight similar to a conditional use permit.

Mayor Koelsch closed discussion and asked if there was any objection to the motion to pass Ordinance 2017-23(c). Mr. Jones noted his objection.

Roll call:

Aye: Nankervis, Becker, Koelsch

Nay: Edwardson, Gladziszewski, Gregory, Jones, Kiehl, Weldon

Motion failed: 3:6

E. Ordinance 2018-06 An Ordinance Amending the Land Use Code Relating to Setbacks for Energy Efficiency Improvements.

A significant number of buildings in the community are built to the maximum setback line, and many older homes encroach into setbacks. Many of those property owners have requested to add exterior insulation to their homes and offices in order to increase their energy efficiency, but under current code, setback encroachments are generally prohibited.

The code does, however, provide for certain exceptions to that general rule for things like roof eaves, sheds, and decks. This ordinance would amend that provision, CBJ 49.25.430, to add a setback exception for exterior insulation to encroach up to eight inches into a setback. (Eight inches was determined to be a reasonable number given our climate, insulation materials, and types of existing buildings.) On balance, this ordinance would increase the energy efficiency of buildings and help the community achieve its sustainability goals without significantly impacting adjacent property owners.

The Title 49 Committee discussed this ordinance in the fall of 2017. The Planning Commission recommended the Assembly adopt this ordinance at its meeting on January 23, 2018.

The City Manager recommends this ordinance be adopted.

Public Comment: None.

Assembly Action:

MOTION by Mr. Kiehl to adopt Ordinance 2018-06 and asked for unanimous consent. Hearing no objection, it was so ordered.

F. Ordinance 2018-07 An Ordinance Amending Title 72 of the City and Borough of Juneau Code Relating to Driving Without a License.

Alaska Statute 28.01.010 prohibits municipalities from enacting traffic ordinances that are inconsistent with state law.

AS 28.01.010, the state law requiring drivers to be licensed, was amended from a misdemeanor offense to an infraction.

This ordinance would amend the corresponding CBJ offense (CBJ 72.10.065), from a B misdemeanor to an infraction, as required by state law.

The City Manager recommends this ordinance be adopted.

Public Comment: None.

Assembly Action:

MOTION by Mr. Gregory to adopt Ordinance 2018-07 and asked for unanimous consent.

Mr. Jones asked for clarification on how this ordinance fits with the requirements that local ordinances not allowed to be more restrictive than state law.

Ms. Mead explained that for violations under Title 28 of state statutes which are the driving offenses, we are required to be consistent. For things that are in the traffic code, we can be different such as parking restrictions. She then explained that if there is a driving offense in Title 28 such as Driving Without a License, DUI, if we have a similar ordinance for those types of offenses, they have to be consistent with state law.

Mr. Kiehl asked if there is any impact on JPD's ability/need to impound vehicles. He asked if that changes anyway with this ordinance. Ms. Mead stated that does not change that.

Hearing no objection, it was so ordered.

G. Ordinance 2018-08 An Ordinance Amending the Land Use Code Related to Roadway Construction Standards.

This ordinance would amend Title 49 to establish a process by which the Community Development director and the Planning Commission can waive street standards for street reconstruction projects when warranted by the circumstances.

The Planning Commission recommended that the Assembly adopt this ordinance at its meeting on February 13, 2018. The Public Works and Facilities Committee reviewed the ordinance at its meeting on February 26, 2018 and recommended it be forwarded to the Assembly for approval.

The City Manager recommends this ordinance be adopted.

Public Comment: None.

Assembly Action:

MOTION by Ms. Weldon to adopt Ordinance 2018-08 and asked for unanimous consent. Hearing no objection, it was so ordered.

IX. UNFINISHED BUSINESS

None.

X. NEW BUSINESS

None.

XI. STAFF REPORTS

None.

XII. ASSEMBLY REPORTS

A. Mayor's Report

Mayor Koelsch stated that he did a welcome for Southeast Conference, attended the

Alaska Municipal League Conference of Mayors when he could, did a welcome at the Innovation Summit, toured Housing First with Senator Murkowski, spent time with Congressman Young when he was in town. He attending the opening of "The Jetty" in Auke Bay.

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

Mr. Kiehl's Liaison Report: the UAS Campus Council met today and the Regents, at their most recent meeting, formally approved the Alaska College of Education centered at UAS. They are down to two finalists for the Dean of the Alaska College of Education. Both of those finalists will be visiting, Steve Atwater from UAF and Charlotte Hildebrand of Troy University. He said it is worth putting on their calendar, video recordings of their presentations and some question and answer sessions with them will be on Chancellor's website next week. He encouraged the Assembly and public to view those videos and comment to the Chancellor. He said the Regents also approved the kickoff of planning process for replacement facility at the former Auke Bay Lab that had been split between CBJ and UAS. He said it was a close decision whether to try to renovate the old National Marine Fisheries Service lab or tear it down and build a more efficient, if somewhat smaller facility. The Regents decided to go with the second choice and are using fund from the sale of the former bookstore/Horton's Hardware building which is now "The Jetty" to kick off that process. They also heard a presentation from the new director of recruiting/advising/student retention who has come to Juneau from UAA. They are trying to bring up the numbers in enrollment; overall enrollment has been down at all the campuses but the enrollment of full time students is slightly up.

Mr. Kiehl noted that the Alaska Municipal League held its winter meeting two weeks ago and the board of directors has narrowed the down to four finalists for the Executive Director position as Cathy Wasserman is retiring at the end of this legislative session.

Mr. Kiehl's Committee Report: The Assembly Finance Committee has not met since the last Assembly meeting but will be meeting on March 14 and will include meeting with a couple of the empowered boards.

Mr. Kiehl Comments & Questions: Mr. Kiehl said he saw a number of Assemblymembers in attendance at the Women of Distinction dinner by AWARE. He offered his congratulations to the four recipients: Lauree Morton, Kolene James, Kueni Ma'aki, and June Degnan. He invited anyone who can to join him at the Juneau Arts and Culture Center on March 9 at 5:30p.m. for a discussion on issues of culture the questions of cultural sensitivity appropriateness and sharing in art. There was recent controversy and the goal of the conversation is to bring the community forward together. The following day, the School District has put together a set of presentations and then a student debate on the question of the new mascot for the combined teams and he is looking forward to see what the students put together in terms of that discussion. He also noted that respect to upcoming questions, tonight the Assembly introduced Ordinance 2017-06(AJ) with approximately \$1.8 million for the new gate 2/transfer bridge. He said

that amount is a little more than 50% above the contract for the bid award that was passed tonight. He asked if when that comes back for public comment and Assembly adoption about why that delta is bigger than he is used to seeing, that would help for not only the public but also for his consideration.

Mr. Jones' Liaison Report: Mr. Jones noted that the Juneau School District did not meet formally with a regular board meeting since the last Assembly meeting. He reported that they did hold a Saturday morning budget meeting on February 24. They also had some other worksessions that he had not attended. They had decided on a basic budget then decided upon a certain amount of money available above and beyond that. He said that each member of the school board was to rank, on a scale of 1-6, their priorities of the various programs. He said it was interesting that this was the first meeting at which each member got to see what everyone else did. There were three members who ranked 1-6, there were three members who ranked either 6 or 0. He said that led to some very interesting discussions. Mr. Jones reported that there is a special meeting of the School Board to look at the administration's recommendations. Those will then be forwarded to the board. The final meeting on the budget is scheduled for March 27 with the budget due to CBJ on March 30. He said it may come up during their regular board meeting on March 13.

Mr. Jones reported that he will be attending the Downtown Business Association meeting tomorrow morning at 8:30 on the third floor of Senate Bldg. He said that the construction project of Front and Franklin has a weekly project meeting every Tuesday at 9am at Heritage Coffee at the Baranoff. He said that he has attended most of those meetings and there are approximately 8-10 people come to discuss the project. Most of those are business people worried about when are they going to get their sidewalk in front of their business. He said it takes approximately 15-20 minutes for each meeting.

Mr. Jones' Committee Report: The Public Works and Facilities Committee (PWFC) did a lot of work at its last meeting which was reflected in the ordinances for introduction on tonight's agenda. They also reviewed the FY19 CIP Resolution. They had some questions, identified some changes and some items that needed work by staff. It will be slightly changed but they referred it on to the Assembly Finance Committee. The next PWFC meeting is on March 19 at 4:30 and he pointed out this is a time difference from the usual meeting time. They switched with Lands Committee which will be meeting at Noon on March 19 and PWFC will be meeting 4:30-6pm. The first 45 minutes of the PWFC meeting will taking public testimony on the proposal to negotiate a management agreement with the Juneau Arts and Humanities Council to manage Centennial Hall. The rest of the time will be the standard PWFC agenda. He has met with Ms. Cosgrove to ensure sufficient notice is provided to the public about this meeting, they will be reaching out specifically to users of Centennial Hall to try to get public input in this process.

Ms. Gladziszewski's Committee Report:

The Human Resources Committee forwarded the following nominations for Board appointments:

Board of Equalization: David Epstein, Steve Mosely and Kenny Solomon Gross to terms beginning immediately and expiring December 31, 2019.

Jensen-Olson Arboretum Advisory Board: Ed Buyarski and Pat Harris to terms beginning immediately and expiring January 31, 2021.

Parks and Recreation Advisory Committee: Emily Palmer, Kristin Shelton, and Tom Rutecki to terms beginning March 1 and expiring February 28, 2021.

Youth Activities Board: Kristin Romanoff to a term beginning immediately and expiring August 31, 2020.

Personnel Board: Judith Porter for a term beginning immediately and expiring February 28, 2021.

Sister Cities Committee: Barbara Burnett, Junnie Chup, and Kathleen Wayne to terms beginning immediately and expiring January 1, 2021.

Wetlands Review Board: Tyler Adams and John Hudson to terms beginning immediately and expiring December 31, 2021.

Assembly Mining Committee - Ms. Gladziszewski reported that she substituted for the chair of the committee at the last meeting. The committee met on March 1 and heard public testimony re: the redrafted ordinance as well as received dozens of written comments many of which were detailed and very good. She reported that approximately 30 people attended the meeting and the committee also received presentations from Jim Clark and Guy Archibald and that was a very productive meeting. The next meeting of the committee is on Monday, March 12 at 5:30 p.m. and the intention is to have committee members come to discuss amendments to the redrafted ordinance. She said they asked committee members speak with the City Attorney in advance of that meeting regarding any amendments they wish to make prior to that meeting being held.

Ms. Gladziszewski's Liaison Report: The Bartlett Regional Hospital (BRH) Board met on February 27 and welcomed a new boardmember, Rosemary Hagevig. They elected new officers Brenda Knapp, President; Bob Urata, Vice President; Lance Stevens, Secretary/Treasurer. She said that one thing to note is that they are on a solid month with this month with \$750,000 margin but year to date, they are at about \$1.4 million including the \$2.5 million from the Rural Demonstration Project so without that project, things would not be so rosy at the hospital at the moment. The BRH and community is glad for the Rural Demonstration Project funding. The BRH Board meets next on March 27.

Ms. Gladziszewski said the Affordable Housing Commission has not met since the last Assembly meeting but they are scheduled to meet tomorrow, March 6 in Room 224 at 5:15p.m.

Mr. Kiehl Comments & Questions: She said the Assembly received some correspondence from Mr. Quayle regarding driving on the sidewalk and/or getting to the

Whale and Ms. Cosgrove thought that regulation changes weren't maybe necessary. She asked if Ms. Cosgrove has spoken with Mr. Quayle about that.

Ms. Cosgrove said she does have a brief report for them on that. They received a request from Mr. Quayle on a number of different fronts, one of which was to amend the regulations in such a manner that the pedicab could access the new over street part of the Whale Park. She said that part of the issue is limitations on pedicabs on Egan Drive, they cannot be in that traffic pattern. She said that she consulted with the police staff and they believe that they have an alternate route that would work along the sidewalk of Egan for a short period of time, it is fairly wide enough for the pedicab to pass safely and still allow for pedestrian traffic. She said she communicated that briefly with Mr. Quayle this evening. She said there is still an issue on whether or not there is a commercial use permit for the Parks and Recreation managed portion of the Seawalk and Ms. Cosgrove is in the process of figuring that piece out so that is not finalized yet but she expects to have that completed relatively soon.

Mr. Jones said in follow up to that, the State Dept. of Transportation project for 10th to Main Streets includes widening sidewalks and basically putting bike paths on both sides. He suggested that as the Manager's office look at that topic, when the project is done in approximately 2 years, there will be a lot of bikes in that area, whether they will be pedicabs or not. He said that needs to be taken into consideration as they look at that issue.

Ms. Cosgrove stated that she agrees with Mr. Jones' comments and it is likely there will be two answers to that issue. One solution before the project is complete and a second after the construction project is complete. She said that has been part of the hiccup of finalizing the process. They don't know at the end of the day what the traffic flow pattern is really going to be during construction and afterwards it should be less congested.

Ms. Weldon's Liaison Report: The Aquatics Board is in the middle of their public process and they have made at least four presentations and held two public hearing meetings about the options of what will happen when the board sunsets. They are compiling these and the Assembly will be receiving a report soon. They are scheduled for a joint meeting with the Assembly during the Assembly Finance Committee on Wednesday, March 14 at 5:30p.m.

Ms. Weldon reported that the Assembly dealt with two Planning Commission items at this meeting with respect to the waiver of street standards and the set-backs for energy efficiency improvements. They welcomed their newest member Andrew Campbell. They elected their new officers with Ben Haight remaining the Chair of the commission. The Comprehensive Plan Review Committee has started its work and had its first meeting. The next meeting of the Planning Commission is Tuesday March 13.

Ms. Weldon's Comments & Questions: Ms. Weldon said that attended the Elizabeth

Peratrovich Day celebrations at UAS. She also attended some of the Innovation Summit which was excellent but due to illness couldn't attend the full summit and was not able to attend the Alaska Municipal League meetings. She missed attending the Women of Distinction dinner as she was down in Beaverton, Oregon attending the Senior Regional VII Swim Championships and there were 600 kids participating in a 20 lane pool with 10 racers going at one time. She gave a shout out to Bergen Davis who finaled in each of his events which is quite a feat in an event featuring 600 kids.

Mr. Gregory's Comments & Questions: Mr. Gregory said he also attended the Women of Distinction dinner and gave a big shout out to those women honored: Kolleen James who works with students at UAS and leads a native dance group and provides other public service in our community. Kueni Ma'ake is a family and children's advocate who often visits the legislature when they are in session to advocate for children and family needs. Lauree Morton is known as a witness bearer but also was the director for the Council on Domestic Violence for the Alaska Department of Public Safety for over 30 years. He recognized June Degnan, who is a community activist who helped start Haven House. He said he hopes to see more Assemblymembers at this event next year.

Mr. Gregory's Committee Report: Mr. Gregory added that at the Mining Subcommittee on March 12, they will be hearing from Mr. Loeffler who will be following up with comments about the revised ordinance.

Mr. Gregory's Liaison Report: The Eaglecrest Board will be meeting on Thursday, March 8 at 5:30p.m. in Room 224. The Parks and Recreation Advisory Committee will be meeting, Tuesday, March 6 at 6 p.m. in the Chambers. He said he was happy to have had a chance to get up to Eaglecrest on Saturday and Sunday and that the parking lots were full and they continue to hope for more snow.

Mr. Gregory's Comments & Questions: He said he would like to understand why and how we have come to the way we handle snow removal in our community. He said that we have a berm on only one side of the street and yet the citizens in our community pay the same, equal amount of tax as those on the other side of the street, yet they are burdened with having to remove the snow berms. He said it does not seem very fair and he would like to understand why they do it this way and how it can become more fair.

Mr. Edwardson's Liaison Report: Docks and Harbors Board held a meeting February 22. Their agenda included discussions about tideland rent lease adjustment increases, charges for the Alaska State Troopers vessel *Enforcer* at the Auke Bay Marine Station. There was no new business but there was discussion about the breakwater covering project and a presentation by the Port Engineer. They also held a discussion about moorage rates and CPI adjustment. The next Docks and Harbors meeting is March 29.

Mr. Edwardson reported that the Local Emergency Planning Committee (LEPC) met on Wednesday, January 10. He noted that previously LEPC lost the use of the BRH

conference room for a time and now BRH staff has managed to arrange for use of that room again again by the LEPC so those meetings will be going back to that location. There was discussion about changing the seat title from the "Vulnerable Population" seat to the "Access and Functional Needs" seat. Information items include the Department of Homeland Security and Emergency Management Spring Preparedness Conference that will take place April 10-13 in Anchorage. The Warming Center is still taking volunteers and anyone wishing to volunteer should contact AWARE at MandyOC@awareak.org or the Glory Hole at Info@FeedJuneau.org. The next LEPC meeting is scheduled for March 14.

Mr. Edwardson reported that the Juneau Commission on Sustainability (JCOS) met on February 28. There is more discussion and more than a little bit of happiness that the renewable plan has moved as it has. They had discussions on food security as well as outreach about the word out about sustainability in Juneau. The JCOS is trying to adjust their meeting dates so they don't conflict with the Assembly Finance Committee meetings so that Mr. Edwardson can attend the JCOS meetings.

Mr. Edwardson's Comments & Questions: He said that UAS had an oratory event on Saturday, March 3 between 10am-2pm. It featured seven speakers with a diversity of subject matters. It used to be a competition and now it is a shared event and it was very inspiring in the range of topics covered and the honesty with which the orators discussed them. He said there was also the FILCOM reception that he attended and while he has been privileged to attend many receptions, not many of them featured Assemblymembers dancing between sticks. He mentioned that there had been a public hearing of the RCA regarding the Avista purchase and he noted that most of the Assembly were present but also pointed out that there were quite a few members of the public present who testified as to their concerns. He also echoed Mr. Gregory's concerns regarding snow removal and also noted that they have received the emails about kids walking to school in the streets. He said the morning they received the last email about that, he was watching kids walking to school on the streets and it wasn't that the sidewalks weren't plowed but rather that they were plowed at an angle such that the kids were sliding into the streets on the ice.

Ms. Becker's Committee Report: Said that the Lands Committee has had a couple of meetings on the topic of the Cornerstone Building which was vacated by the Juneau Youth Services. They have held two meetings about this property. At the first meeting, they heard from applicants with proposals to take over the Cornerstone Building and put in their services. The next Lands meeting started early and they received testimony mainly to hear from the neighborhood residents about what they did or did not want in that Cornerstone Building. The Lands Committee heard all the testimony and they are planning to forward to the Assembly consideration of Polaris House, Gehring Nursery, and Alaska Legacy Partners proposals to the Assembly for consideration.

Ms. Becker's Liaison Report: Travel Juneau held its annual meeting recently at the end

of February. At the last Chamber Board meeting, Duff Mitchell from Juneau Hydropower presented the workings of their company/project and what it would be like when it is finished.

Ms. Becker's Comments & Questions: She also attended the RCA hearing and was very impressed with all the individuals who testified and she learned a lot at that meeting and she was happy that the RCA came to Juneau to hold the meeting. She was on the Pete Carran radio show last week.

Mr. Nankervis' Comments & Questions: Mr. Nankervis said he attended many of the things that members already spoke about and while it has been a very busy three weeks, he won't elaborate since everyone else shared about those events. Mayor Koelsch asked Mr. Nankervis to explain why there is a trophy in the Mayor's office. Mr. Nankervis stated that unlike this weekend in Whitehorse, Juneau won the Hockey Trophy in Juneau.

C. Presiding Officer Reports

1. Juneau Seventh-Day Adventist Christian School Administrative Appeal

Mr. Jones' Presiding Officer's Report: Mr. Jones asked the members to look in their packets under Assembly Reports and also in the Red Folder, at the last Assembly meeting, they met to talk about the Seventh Day Adventists appeal and they asked the Attorney to draft a motion to dismiss the appeal. He said that the difference between what is in the packet vs. what is in the red folder is that there was a sentence added under item #4 that says: *"It may be appealed to the Superior Court, by filing a Notice of Appeal, per the Alaska Rules of Court, within 30 days from the date this Order is distributed to the parties."*

MOTION by Mr. Jones that the Assembly approved the order to granting the motion to dismiss as submitted in the red folder and asked for unanimous consent. Hearing no objection, it was so ordered.

XIIICONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Mr. William Quayle commented on the fees associated with going to and from the parks. He said enough is enough and the most he and his passengers would be staying in the park at any given time is two hours. He said he can understand if they are changing a fee for an event that is all day but he doesn't agree that they would be charging the same fees for intermittent use. He is already required to pay harbor fees, CPV fees, and now parks fees on top of that.

XIV. EXECUTIVE SESSION

A. CLIA Litigation Update

MOTION by Mr. Kiehl for the Assembly to recess into Executive Session to discuss matters, the immediate knowledge of which, would clearly have an adverse effect on the finances of the City and Borough of Juneau, specifically, the Cruise Line International Association (CLIA) litigation update.

Hearing no objection from the public or Assemblymembers, the Mayor recessed the meeting into Executive Session at 9:10 p.m.

The Assembly returned from Executive Session at 9:52 p.m.

Mr. Kiehl noted that while in Executive Session, the Assembly received an update from the attorney on CLIA litigation and gave the attorney direction.

XV. ADJOURNMENT

There being no further business to come before the Assembly, Mayor Koelsch adjourned the meeting at 9:53p.m.

Signed: _____ Signed: _____
Elizabeth J. McEwen, Acting Clerk Kendell D. Koelsch, Mayor

SUPPLEMENTAL MATERIALS/RED FOLDER ITEMS:

- A. Ordinance 2017-07(A)
- B. Bid Award Revised Language
- C. Ordinance 2017-06(AC)
- D. 7th Day Adventist Christian School Appeal-Revised Assembly Order Granting Motion to Dismiss

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
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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:
Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-04

An Ordinance Amending the Land Use Code Relating to Variances.

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 Article. CBJ 49.20 Article II Variances, is amended to read:

49.20.200 Variance.

Pursuant to this article, a variance may be granted to provide an applicant relief from the requirements of this title. A variance is prohibited from varying any requirement or regulation of this title concerning the use of land or structures, housing density, lot area, requirements in chapter 49.35, or requirements in chapter 49.65. Applications for prohibited variances shall not be accepted for filing or shall be rejected by the director. A variance is required to vary dimensions or design standards of this title.

49.20.210 Submittal.

Except as provided in this article for an administrative variance ~~de minimis variances~~, an application for a variance shall be submitted to the board of adjustment through the department.

49.20.220 Scheduling and fee.

(a) An application for an administrative variance shall be administered by the department.
~~If the director determines that the variance applied for is de minimis, the application shall be administered by the department according to subsection 49.20.230(a) and subsection 49.20.250(a).~~

(b) If the director determines that the request is not for an administrative variance ~~that the variance applied for is other than de minimis~~ and the application is complete, it shall be scheduled for public hearing. If the application is filed in conjunction with a major development permit, a separate public notice shall not be required and the variance fee shall be reduced by 20 percent. For separate variance applications, a fee and public notice according to section 49.20.230 shall be required.

49.20.230 Public notice.

(a) Upon determination that the administrative variance application is complete, the director shall mail notice of the application to the immediately adjoining property owners, as determined by the director, and provide at least 14 days to submit comments before issuing a

decision. ~~Public notice according to subsection 49.20.250(a)(1)(C) shall be required for consideration or issuance of a de minimis variance.~~

(b) For variances other than administrative de minimis, public notice according to section 49.15.230 shall be given prior to a hearing on the application by the board of adjustment, ~~except that the placement of a sign on the subject lot is not required.~~

49.20.240 Board of adjustment action.

The board of adjustment shall hear all variance requests except administrative variances ~~other than those administered by the director as de minimis~~ and shall either approve, conditionally approve, modify or deny the request based on the criteria in section 49.20.250(b) of this chapter.

49.20.250 Variance standards ~~Grounds for variances.~~

(a) Administrative variance. ~~De minimis variances.~~

(1) An administrative variance may be granted to allow projections (i) not to exceed 25 percent of the yard setback requirements of this title, or (ii) two feet, whichever is less, upon the director determining the following:

(A) Enforcement of the setback ordinance would result in an unreasonable hardship;

(B) The grant of the variance is not detrimental to public health, safety, or welfare; and

(C) The grant of the variance is narrowly tailored to relieve the hardship.

(2) An administrative variance decision of the director may be appealed if a notice of appeal is filed within 20 days of the director filing a notice of decision with the municipal clerk.

(b) Non-Administrative Variance. A variance may be granted to provide an applicant relief from requirements of this title after the prescribed hearing and after the board of adjustment has determined that:

(1) Enforcement of the ordinance would create an undue hardship resulting from the unusual or special conditions of the property;

(2) The unusual or special conditions of the property are not caused by the person seeking the variance;

(3) The grant of the variance is not detrimental to public health, safety, or welfare; and

(4) The grant of the variance is narrowly tailored to relieve the hardship.

~~(a) *De minimis variances.*~~

~~(1) Where a minor setback infraction could be corrected only at unreasonable expense or inconvenience the director may, after taking into account the views of the owners of adjoining property, and upon a finding that the infraction was not the result of a deliberate effort to evade the dimensional requirement, grant a de minimis variance in harmony with the general purpose and intent of this title. A de minimis variance may be granted after it is shown that all the following conditions have been met.~~

(A) ~~The variance is for one or more projections into yard setbacks, none of which extend beyond 25 percent of required setback distance.~~

(B) ~~The de minimis variance would not aggravate an infraction previously granted a variance.~~

(C) ~~The applicant submits on forms provided by the department written statements from the owners of adjoining property, each acknowledging that the owner has been notified of the application. In lieu of statements provided by the applicant, the department will provide at least five days notice by mail to each such owner.~~

(D) ~~The applicant submits a certified, as built survey to scale, showing all lot line locations, building dimensions, orientations, setbacks, and other distances and features relevant to the requested relief.~~

~~(b) *Variances other than de minimis.* Where hardship and practical difficulties result from an extraordinary situation or unique physical feature affecting only a specific parcel of property or structures lawfully existing thereon and render it difficult to carry out the provisions of this title, the board of adjustment may grant a variance in harmony with the general purpose and intent of this title. A variance may vary any requirement or regulation of this title concerning dimensional and other design standards, but not those concerning the use of land or structures, housing density, lot coverage, or those establishing construction standards. A variance may be granted after the prescribed hearing and after the board of adjustment has determined that:~~

~~(1) — The relaxation applied for or a lesser relaxation specified by the board of adjustment would give substantial relief to the owner of the property involved and be more consistent with justice to other property owners;~~

~~(2) — Relief can be granted in such a fashion that the intent of this title will be observed and the public safety and welfare preserved;~~

~~(3) — The authorization of the variance will not injure nearby property;~~

~~(4) — The variance does not authorize uses not allowed in the district involved;~~

~~(5) — Compliance with the existing standards would:~~

~~(A) — Unreasonably prevent the owner from using the property for a permissible principal use;~~

~~(B) — Unreasonably prevent the owner from using the property in a manner which is consistent as to scale, amenities, appearance or features, with existing development in the neighborhood of the subject property;~~

~~(C) — Be unnecessarily burdensome because unique physical features of the property render compliance with the standards unreasonably expensive; or~~

~~(D) — Because of preexisting noneonforming conditions on the subject parcel, the grant of the variance would not result in a net decrease in overall compliance with the land use code, title 49, or the building code, title 19, or both; and~~

~~(6) — A grant of the variance would result in more benefits than detriments to the neighborhood.~~

49.20.260 Conditions of approval.

The board may attach to a variance conditions regarding the location, character and other features of the proposed structures or uses as it finds necessary to carry out the intent of this title and to protect the public interest.

49.20.270 Expiration and extensions of approval.

Expiration and extensions of variances shall be governed by the procedures and standards established for development permits in chapter 49.15, article II.

Section 3. Amendment of Section. CBJ 49.85.100(10) Generally, is amended to read:

49.85.100 Generally.

Processing fees are established for each development, platting and other land use action in accordance with the following schedule:

...

(10) Board of adjustment.

(A) Administrative variance ~~De minimis variance~~, \$120.00;

(B) Non-Administrative Variance ~~other than a de minimis variance~~, \$400.00;

(C) Alternative development permit, \$400.00.

...

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



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

DATE: February 16, 2018

TO: Planning Commission

FROM: Laura A. Boyce, AICP, Senior Planner
Community Development Department

A handwritten signature in black ink, appearing to read 'L. Boyce', is positioned to the right of the 'FROM:' field.

FILE NO.: AME2016 0002

PROPOSAL: A text amendment to CBJ code 49.20 regarding variances

ATTACHMENTS:

- Attachment A: Draft Ordinance 2018-04 – Amending CBJ 49.20, *Variances*
- Attachment B: Planning Commission Meeting Minutes, January 23, 2017
- Attachment C: Memorandum, Assistant Municipal Attorney Palmer, February 7, 2018

INTRODUCTION

The proposed ordinance would amend Title 49, the Land Use Code (“Code”), regarding variances. At the December 12, 2017 Planning Commission Public Hearing this item was continued to a future meeting in order for staff to expand upon the intent of each proposed variance criterion as well as to draft an administrative variance process. This staff report and attached ordinance incorporate the requested changes.

The City and Borough of Juneau (CBJ) Code states in CBJ 49.10.170(d) that the Commission shall make recommendations to the Assembly on all proposed amendments to the Land Use Code, indicating compliance with its provisions and with the Comprehensive Plan.

BACKGROUND

The intent of a variance is to provide relief from the Code requirements in cases of hardship when application of those requirements would place an unreasonable burden on the property owner. Over time the variance has instead become a tool for flexibility, offering relief to property owners to relax Code requirements or even to waive requirements outright in cases when no hardship existed. The variance process has been used often, broadly, and in some cases, inappropriately.

Staff worked with the Title 49 Committee over the past year to propose more objective amendments to the variance requirements and to provide more flexibility elsewhere in the Code, since it is evident that this is something the community values.

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The Planning Commission discussed the proposed amendment at its Committee of the Whole meetings on June 13, 2017, and August 8, 2017. The Planning Commission reviewed and proposed changes to this ordinance at its regular meetings on December 12, 2017, and January 23, 2018 (Attachment B). The Title 49 Committee of the Planning Commission also met December 20, 2017 to discuss the proposed administrative variance process. The attached ordinance incorporates those changes (Attachment A).

DISCUSSION

As stated above, a variance is intended to provide relief from Code requirements when application of the Code results in an unreasonable hardship. The proposed ordinance is intended to accomplish the following goals:

- Provide clarity regarding what is and what is not variable;
- Remove the preliminary threshold requirement;
- Require the posting of a public notice sign for those variances requiring a public hearing;
- Amend the variance criteria to reduce subjectivity; and
- Amend the De Minimis/Administrative variance.

I. WHAT CAN BE VARIED

The current Code states that a variance is required to vary dimension or design standards of Title 49 (CBJ 49.20.200). CBJ 49.20.250(b) further clarifies that:

A variance may vary any requirement or regulation of this title concerning dimensional and other design standards, but not those concerning the use of land or structures, housing density, lot coverage, or those establishing construction standards.

Those provisions have been interpreted broadly. For example, the following items have been considered design or dimensional standards and for which variances have been approved, and will be discussed in more detail below:

- | | |
|----------------------------|---|
| • lot width, | • parking requirements, |
| • lot depth, | • access requirements, |
| • yard setbacks, | • panhandle requirements, |
| • building height, | • sign requirements, and |
| • fence height, | • design standard changes, including Planned Unit |
| • streamside buffers, | Developments (PUDs), canopies, mobile home parks, |
| • vegetative cover, | cottage housing, accessory apartments, common |
| • eagle nest tree buffers, | walls, and historic district requirements. |

At the meeting on January 23, 2018, a number of Commissioners expressed hesitation with limiting the scope of what can be varied (CBJ 49.20.200). The Law Department has provided a

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memo (Attachment C) that includes two options for CBJ 49.20.200. Option 1 restricts variances to six items. Option 2 allows variances to everything except two Code chapters. Staff believes both options are reasonable, and staff prefers Option 1.

The CBJ has consistently prohibited variances that could alter density, lot coverage, the use of land or structure, or reduce a construction standard. In the draft of the proposed changes brought to the Committee of the Whole at its August meeting, staff proposed Criterion 6, which stated that *"The variance would not vary lot density, lot coverage, construction standards, or the use of the land or structure."* At that meeting, the Planning Commission asked for staff to remove Criterion 6 from the criteria and include it as part of the overall introduction to variances located at CBJ 49.20.200. After additional evaluation and discussion, the prior concept of Criterion 6 is now located in Criterion 5; however, the wording has changed. The specifics of proposed Criterion 5 are discussed more below. When the Code specifies what *cannot* be done, it implies that anything *not* listed *can* be done. This is not the intent. The intent is to make clear that variances that are granted do not result in a secondary impact to lot size, lot coverage, or density that is less than the minimum requirement of the zoning district. This is why the concept was not moved to the introductory paragraph but to a modified Criterion 5. Note that, if Option 2 in the Law Department memo (Attachment C) is selected, then Criterion 5 will need to be deleted.

Design standards are no longer proposed as being variable because a hardship is usually difficult to justify in these instances. Typically, a design modification is "wanted" rather than is "needed." Common design standard variances have included access and frontage related requests, panhandle lot design requests, and accessory apartment design requests. However, recent Code changes regarding shared access, privately maintained access roads in public rights-of-way, panhandles, accessory apartments, parking waivers, and eagle habitat have provided more flexibility in these instances such that there is likely no need to make them subject to a variance. This is discussed in more detail below.

(Continued on the following page.)

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Types of Variances Considered Since 1987

Variance Type	Total Number of Cases	Percent of All Variances	Total Number Approved by Type	Approval Percentage by Type
Setbacks	492	53%	451	92%
Parking	114	12%	92	81%
Streamside Buffers	70	7%	66	94%
Dimensional Standards	65	7%	57	88%
Access-Related	49	5%	40	82%
Eagle Tree Setbacks	42	5%	42	100%
Design Standards	39	4%	31	80%
Vegetative Cover	25	3%	24	96%
Height	19	2%	18	95%
De Minimis	12	1%	12	100%
Lot Area	6	>1%	5	83%
Lot Coverage	4	>1%	3	75%
Total	937	100%	853	89%

Source: Variance Permit Data 1987 through 2015

Setbacks

As the table above indicates, of the 937 variances considered in the past thirty years, approximately 53% of all variance requests have been for setback reductions. Setback variances are the most frequent type of area variance, and will continue to be variable going forward. Additional changes to the Land Use Code and Zoning Maps that will create additional flexibility and will better fit properties are currently underway. These changes are expected to reduce the requests for variances to setback requirements.

CBJ 49.25, *Zoning Districts*, establishes the minimum required setbacks for each zoning district. It also provides for a number of setback exceptions and setback reductions that can be applied administratively, without a variance or any special approval. These include the following:

Front Yard Setback Reductions

- **Sloping lots** – lot grades that exceed 25% may have the front yard setback reduced, but may be no closer than 5 feet to the front property line.
- **Substandard Setbacks on Neighboring Properties** – new buildings may have a front yard or street side setback reductions equal to the average of the three closest adjacent buildings.

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Side and Rear Yard Setback Reductions

- **Undersized/Substandard lots** – Setbacks may be reduced to the same percentage that the lot width or depth is reduced, but in no case may be less than 5 feet to the side or rear property line.
- **Tidewater lines** – yard setbacks are not required from tidewater/shore lot lines.

Encroachments Allowed:

- **Carports and garages** – in some instances, a garage or carport may be located no closer than 5 feet to any property line.
- **Architectural features** – architectural features and roof eaves may encroach into setbacks four inches for each foot of yard setback required, but no closer than two feet to a property line.
- **Unenclosed balconies, ramps, parking decks** – these items are exempt from setback requirements when constructed at the same grade as the adjacent roadway.
- **Unenclosed porches and decks.**
- **Uncovered porches, terraces, and patios.**
- **Accessory buildings (non-living spaces) such as sheds, fuel tanks, greenhouses, and playhouses.**
- **Temporary boat or RV shelters.**
- **Arctic entries** – unheated and not used for living space, with gross floor area 65 square feet or less.

The following changes are also being proposed to provide greater flexibility and to alleviate the number of setback variance requests:

- **Area zone district changes** – The downtown residential area, including the Highlands, the Flats (Casey-Shattuck), and Starr Hill, are undergoing rezoning efforts as the majority of setback variances occur in this area of the CBJ. This is a clear indication that the current zoning doesn't "fit" these neighborhoods. Staff is working on developing zoning district standards that better fit these areas before August of 2019, when the Alternative Design Overlay District (ADOD) sunsets.
- **Energy efficiency improvements** – Ordinance 2018-06 is set for public hearing with the Assembly, it would amend Title 49 to allow a setback exception for exterior energy efficiency improvements to encroach into setbacks up to eight inches.

These efforts should help reduce the amount of setback requests and provide additional Code flexibility.

Parking

Approximately 12% of all variance requests have been to parking standards listed in CBJ 49.45. Historically, requests for parking variances are the second most requested variance. Parking variances have been granted to reduce parking standards, to reduce parking or loading space

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dimensions, to change parking district standards (change standards from one district to another), and to allow back-out parking onto a street where it is not allowed.

The majority of parking variances granted have been to reduce required parking standards. Title 49 was amended in 2017 (Ord. 2016-46) to add Parking Waivers, a new tool to provide parking flexibility. Parking reductions for minor development may be approved by the Director. The Planning Commission may approve parking reductions for major development. Denial of a waiver can be appealed to the Board of Adjustment or the Assembly as described in CBJ 49.20. The parking waiver is expected to provide relief for a majority of these requests. Additionally, there are three parking districts for the downtown area that provide relief. The Parking District 1 (PD-1) allows for a 60% reduction in required parking while the Parking District 2 (PD-2) allows for a 30% reduction. A Parking Fee-In-Lieu District also allows for the payment in lieu of providing required parking. Those funds are allotted towards downtown parking strategies.

Streamside Buffers

Seven percent of requested variances were for streamside buffers. Staff is currently working on proposed amendments to the streamside buffer requirements; the concept for the update is to allow some types of encroachments when mitigation is provided to minimize impacts to anadromous waterbodies. For encroachments that are not allowed by the Code change, a variance option still needs to be available.

Dimensional Standards

Variances to dimensional standards are requested prior to a new lot being created through the subdivision process. Variance requests to lot width and lot depth may be granted if they do not result in a reduction in lot size below the minimum for the zone district. Dimensional standard variances were seven percent of total requests.

Access and Frontage-Related

Approximately five percent of all variance requests were for access or frontage-related relief. The subdivision updates approved in 2015 (Ordinance 2015-03(am)) included new frontage and access options. Prior to the Code change, a number of variance requests were made to these standards that resulted in shared driveways and/or gravel access roads. The subdivision code update included the Privately-Maintained Access (PMA) road in public rights-of-way. For minor subdivisions (13 or fewer lots) located outside the Urban Service Area, a private gravel road in a public right-of-way may be constructed to access lots in new subdivisions. Recent Code changes in 2017 regarding shared access and panhandle requirements also resulted in additional frontage and access options that previously had been the subject of variance requests regarding shared driveways. These Code amendments have provided development flexibility. Regardless of which option is recommended by the Planning Commission – Option 1 or 2 – the standards in CBJ 49.35 will not be variable. However, the Planning Commission recommended

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approval for a street waiver process at its February 13, 2018 meeting which will provide additional flexibility.

Design Standards

Design standards variances totaled four percent of all variance requests. Over the past 30 years fewer than 40 requests were made to design standards. These included accessory apartment standards, canopy standards, and panhandle standards, for example. Over half of the design standard variance requests were to accessory apartment or panhandle standards. Recent Title 49 amendments to those requirements provide the flexibility sought by the previous variance requests. Canopy standards in Title 49 are currently being reviewed.

Vegetative Cover

A Code change in 2013 resulted in the removal of the Mixed Use (MU) zoning district requirement for vegetative cover. The MU zoning district requirement for 5% vegetative coverage was in conflict with the lot coverage requirement of 0%, allowing complete build out of the lot. Build out of lots in the MU district is encouraged and is consistent with the established development pattern in the Downtown Historic District where many of the previous variance requests occurred. Since the Code was amended, there have been no requests to vary vegetative cover.

Height

Height will continue to be variable. There has been less than one height variance request a year since 1987. A variance is not the only way to exceed the maximum height established in zoning districts. A height bonus may be granted when a developer satisfies the minimum development standards provided in Code. Based upon a point system, the Planning Commission may approve a height bonus for major developments located in the Mixed Use 2 (MU-2), Waterfront Commercial (WC), and Waterfront Industrial (WI) zoning districts. There is no maximum height limit in the Industrial (I) or Mixed Use (MU) zoning districts. Height exceptions also exist for things as church spires, tanks, belfries, cupolas, monuments, flagpoles, chimneys, masts, and similar structures.

De Minimis/Administrative

De minimis cases only account for one percent of all variance types. This ordinance (2018-04) includes an administrative variance provision that would allow the Director to approve before-the-fact and after-the-fact setback variances up to two feet or 25%, whichever is less. This would allow administrative approval for minor encroachments when a hardship exists. Providing for small, before-the-fact variances greatly increases the flexibility of required setbacks.

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Lot Area

Less than one percent of all variance requests were for reduced lot area. In a small number of cases (six cases total) variances have been allowed to create lots that were smaller than the minimum that zoning district standards require. This variation to density is explicitly impermissible and should not be allowed to happen in the future. The proposed non-conforming Code changes, as well as the downtown Juneau and Douglas rezoning efforts will address some of these situations.

Lot Coverage

In the past 30 years there have been only four requests to vary lot coverage. Three of those were approved. Downtown Juneau and Downtown Douglas areas have a higher chance of having issues with lot coverage requirements as many of the lots are already non-conforming. Through the Alternative Development Overlay District (ADOD) process, property owners may apply for an ADOD permit approval that could allow greater setback encroachments, lot coverage, and height than what is currently allowed. Staff is working on developing zoning district standards that better fit these areas.

Summary

Due to many recent Code amendments, there are now more tools available to provide the flexibility previously sought with the variance requests from the past 30 years. Staff continues to work on Code changes designed for more flexibility options.

II. REMOVAL OF THE THRESHOLD REQUIREMENT

In a recent variance appeal, *Olmo, LLC. V. BoA* (Feb. 14, 2017), the Assembly held that for a variance the applicant must first show that an unreasonable hardship exists (threshold requirement) prior to determining if a proposal meets the six criteria for granting a variance.

That decision was based on the language of CBJ 49.20.250(b), *Variances other than de minimis*, which states the following:

Where hardship and practical difficulties result from an extraordinary situation or unique physical feature affecting only a specific parcel of property or structures lawfully existing thereon and render it difficult to carry out the provisions of this title, the board of adjustment may grant a variance in harmony with the general purpose and intent of this title...

Prior to this decision variance decisions were generally made by evaluating the six criteria only, none of which included specific evaluation whether a hardship indeed existed.

The draft ordinance (Attachment A) incorporates the Commission's proposal to remove the threshold requirement and incorporate it into the criteria (Criteria 1 and 2). In the draft

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ordinance, a variance request would need to meet the proposed five criteria only and not have to meet an initial threshold requirement as is currently required.

III. PROPOSED CRITERIA

The existing criteria are not clear and are too subjective. The purpose of the proposed criteria changes in the draft ordinance (Attachment A) are to provide greater certainty for developers and property owners and to deter the inappropriate use of the variance process where no hardship exists. The following criteria are proposed in the draft ordinance:

1. Enforcement of the ordinance would result in an unreasonable hardship.

The purpose of this criterion is to analyze whether a hardship exists, and if so, whether it is unreasonable. This differs from the existing Code in that a hardship was implied as a threshold issue, but not explicitly stated as a criterion. With this amendment the applicant must establish that the property has an undue or unnecessary hardship caused by a code requirement in a way that is distinct from other similarly situated properties. Consistent with Criterion 2, the only way an applicant can establish an unreasonable hardship is by identifying an unusual or special condition on the property. (E.g.: *Durkin Vill. Plainville, LLC v. Zoning Bd. of Appeals of Town of Plainville*, 107 Conn. App. 861, 870 (2008) which states that the “basic zoning principle that zoning regulations must directly affect land, not the owners of land” is especially relevant in the context of variances.)

This is consistent with what the Alaska Supreme Court stated in the *City & Borough of Juneau v. Thibodeau*, 595 P.2d 626, 635-636 (Alaska 1979),

Peculiarities of the specific property sufficient to warrant a grant of a variance must arise from the physical conditions of the land itself which distinguish it from other land in the general area. The assertion that the ordinance merely deprives the landowner of a more profitable operation where premises have been substantially the same value for permitted uses as other property within the zoning classification argues, in effect, for the grant of a special privilege to the selected landowner.

For example, the applicant has the burden of proving that an unusual or special condition of the property directly causes the need for a variance. By focusing on an unreasonable hardship this criterion prevents an applicant from seeking a variance solely to relieve pecuniary hardship or inconvenience, which is consistent with Alaska Statute 29.40.040(b)(3). For example, odd-shaped lots or unusual topography are conditions that may contribute to a hardship. The applicant must then explain how the condition creates an unreasonable hardship from complying with Code requirements. The *Thibodeau* decision reiterated that where an ordinance equally affects all property in the zoning district, relief from the ordinance must come from the Assembly through an amendment to the zoning code.

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2. The unusual or special conditions of the property are not caused by the person seeking the variance.

The purpose of this criterion is to reinforce the concept that the hardship must result from an unusual or special condition on the property and to ensure that the hardship is not self-imposed. This is sometimes known as the “self-created hardship” test. It is similar to the criterion in Alaska Statute 29.40.040(b)(1) that a variance may not be granted if “special conditions that require the variance are caused by the person seeking the variance.” This also means that the special conditions or circumstances identified in the application do not result from the actions of the applicant. To otherwise grant such a variance would reward or excuse the owner’s lack of due diligence or poor project planning, which is not the intent. For example, property owners may, intentionally or unknowingly, construct a building that violates the zoning regulations and then later ask for a variance to correct the situation or to minimize expenses in order to correct the situation. This criterion is intended to prevent a variance from being granted in such a case. The applicant will need to provide evidence that the hardship is not self-imposed and that the special conditions do not result from the applicant’s actions. In other words, the applicant will need to provide evidence that the variance is due to circumstances that are beyond the control of the applicant. Furthermore, the request cannot be solely to make it more convenient to use the property.

Examples of self-imposed conditions or conditions resulting from the owner’s actions may include:

- Wanting a larger structure or an addition not allowed by Title 49 when the property does not have an unreasonable hardship.
- Constructing a structure or building without the necessary permits or development that is not in compliance with an approved permit.

Review of Self-Created Hardship Cases

Throughout the United States courts have decided a variety of variance appeals regarding self-created hardship. The most challenging cases appear to involve survey or height errors. Some decisions go to the extreme that a self-created hardship exists when, for example, the owner hires an architect or contractor who constructs the home in the wrong location or too high, the result is considered a self-created hardship and a variance is not available. *E.g., Morikawa v. Zoning Bd. of Appeals of Town of Weston*, 126 Conn. App. 400, 411 (2011).

Similar to this extreme other courts have held that if you have one degree of separation from the landowner to the actor causing the hardship, then some courts will allow the issuance of a variance. An example of that type of decision occurred in *Osborne v. Zoning Board of Appeals*, 41 Conn. App. 351 (1996). In that case, the Osbornes hired an architect who then hired a surveyor. The surveyor made an error and the house was constructed in the setback. Since the architect hired the surveyor and not the Osbornes directly, the court held that the hardship was not self-created because it was not on behalf of the applicant, but on behalf of the architect.

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The Osbornes were separated by one degree from the person who made the error so the error was not self-created and they could seek a variance.

Staff believes the CBJ wishes to take a different approach with the self-created hardship concept similar to the approach discussed in *Turik. v. Town of Surf City*, 182 N.C. App. 427 (2007). In this case an error made in good faith that resulted in a newly constructed building erroneously being built into the setback, even though a building permit and a survey were relied upon, resulted in a hardship that could be considered for a variance. While the error occurred because of the applicant's efforts, it was not considered self-created because the applicant made a good faith effort to build as required by the survey and the limits of the permit.

Reviewing the court cases regarding self-created hardships there appeared to be three approaches to determine what is self-created. In some cases, the courts held:

1. Survey errors done by the owner or owner's direct employees/agents are self-created (*Morikawa*).
2. Survey errors done by people with more than one degree of separation from the owner are NOT self-created (*Osborne*).
3. Surveys, although erroneous, but relied on in good faith is NOT self-created (*Turik*).

Based upon the discussions to date by the Planning Commission, staff believes that #3 is more aligned with the Planning Commission's direction. Errors made, but relied on in good faith, are not self-created and may be considered for a variance.

3. The grant of the variance will not be detrimental to public health, safety, or welfare.

This analysis is to determine whether the variance will conflict with the purpose of the Land Use Code. The purpose and intent of the regulations in the Land Use Code are found at CBJ 49.05.100. Public health, safety, and welfare are one of those primary goals. For instance, if there is a request to reduce a front or street side setback on a corner lot, the analysis should include considering if the sight distance for vehicles will be impaired by reducing the setback, thereby potentially causing a safety issue. The applicant should explain how the variance will not affect safety or health standards, light, traffic, noise levels, and air or water quality.

4. The grant of the variance is narrowly tailored to relieve the hardship.

The purpose of this criterion is to only provide the relief necessary to alleviate the unreasonable hardship. This criterion is not meant to reduce any more of a requirement than is necessary. This criterion limits the extent of the allowed variance while providing the Commission the ability to narrowly tailor relief.

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5. The grant of the variance does not result in a smaller lot size, a greater density, or greater lot coverage than allowed for the zone district.

This criterion is needed is only needed if Option 1 is selected. The purpose in this criterion is to specifically analyze whether the requested variance to lot width, lot depth, building setbacks, or height will have a direct or secondary effect of reducing the minimum requirements in the Table of Dimensional Standards (CBJ 49.25.300) regarding density, lot size, or lot coverage. For example, if a variance to lot depth is approved, the approval cannot result in a lot size less than the minimum area allowed in the zoning district, which affects density. Zoning district standards create neighborhood character, which is one of underlying principles of our zoning code.

IV. AMEND THE DE MINIMIS VARIANCE

The De Minimis Variance was added to the Code in 1995, but has been minimally used. In the current Code, the director may allow a De Minimis Variance that encroaches up to 25% into the required yard setbacks after the building has been constructed. This is an “after-the-fact” variance that can be granted if it can be shown that the building was not intentionally constructed in an erroneous location.

The criteria that must be met in order for the Director to grant approval for these after-the-fact de minimis variances are minimal compared to the criteria for variances. The standards are not the same for these two types of variances, and they are not treated equally. This creates problems because (1) the after-the-fact variance is easier to obtain than non-de minimis variances obtained ahead of time; (2) the underlying policy can encourage developers to seek the after-the-fact variance instead of seeking the non-de minimis variance ahead of time; and (3) CDD already has both the enforcement tools and the discretion to appropriately deal with an inadvertent encroachment. Thus, there is a high likelihood that the de minimis variance provisions would be considered arbitrary.

The intent of this amendment is to eliminate the potential arbitrariness of the existing de minimis variance standards. The amendment provides that an administrative variance can be applied for before or after a project when projections will not encroach more than 25% or two feet into yard setbacks, whichever is less. The Director may approve an administrative variance after determining all of the following:

- Enforcement of the setback ordinance would result in an unreasonable hardship;
- The grant of the variance is not detrimental to public health, safety, or welfare; and
- The grant of the variance is narrowly tailored to relieve the hardship.

Notice will be provided to immediately abutting neighbors. If the Director denies the variance, the applicant may appeal the decision to the Planning Commission. The analysis of the same provisions found in the non-de minimis variance applies equally to administrative variances.

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V. OTHER TITLE 49 AMENDMENTS

As stated previously, one of the purposes of the proposed amendment is to stop using the variance process as a means to reduce Code requirements where no hardship exists. As the data has shown, the types of variances requested and approved indicate that there is a desire for more flexibility in Code. At the beginning of the review of the variance criteria staff and the Title 49 Committee identified areas of Code where increased flexibility should be created. Making these changes will rectify the practice of using the variance as a catch-all. The list below identifies the Code changes that provide additional flexibility that have been made in the last few years, as well as contemplated changes.

As stated previously, yard setbacks, lot width, lot depth, and building height are proposed to remain variable.

The following Code changes have occurred that provide additional flexibility:

- Vegetative cover requirement for Mixed Use zone districts eliminated (2013).
- Accessory apartment – regarding design (2009) and changes to apartment size and permitting requirements (2015).
- Parking – the parking waiver is now in effect (2017).
- Shared access – allows four or fewer lots to share access, frontage on a publicly maintained right-of-way is not required (2017).
- Alternative Development Overlay Districts (ADOD) – The downtown Juneau and the downtown Douglas overlay districts can provide flexibility regarding lot coverage, vegetative cover, and setbacks until zoning that “fits” the downtown residential areas are proposed (2017).
- Panhandle subdivision requirements (2017).
- Removed setbacks from trees with active eagle nests (2018).

As staff continues to update the Code and build in desired flexibility, the list of what can be varied can be amended to delete items as the Code is amended. Staff and the Planning Commission will continue to keep a watchful eye on future opportunities to provide development flexibility.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

Comprehensive Plan Contents

The following discussions, policies, and objectives in the 2013 Comprehensive Plan are relevant to the proposed variances amendment:

From COMPREHENSIVE PLAN VISION AND GUIDING PRINCIPLES (Page 2):

The City and Borough of Juneau is a vibrant State Capital that values the diversity and quality of its natural and built environments, creates a safe and satisfying quality of life for

its diverse population, provides quality education and employment for its workers, encourages resident participation in community decisions and provides an environment to foster state-wide leadership.

To achieve this vision, the CBJ followed these principles in formulating its Comprehensive Plan:

- ***A safe place to raise a family.*** *Maintain safe neighborhoods and circulation systems; provide public spaces and facilities that foster community interaction and cohesiveness.*
- ***Quality education from Pre-school to University levels.*** *Promote quality educational programs and experiences in the schools and lifelong learning for our residents as well as a healthy lifestyle with adequate recreational facilities, resources and programs. Support a vital arts community, celebrating our diverse cultural heritage and unique historic resources.*
- ***A balanced economy.*** *Ensure a balanced, sustainable and diverse economy, actively encouraging employment opportunities for residents of all levels and ages that provide a livable wage and a dependable municipal tax base.*
- ***Natural resources.*** *Highlight and protect our scenic beauty, protect our streams and fish and wildlife habitat and foster the sustainable use of our natural resources.*
- ***A balanced community.*** *Ensure a balance between natural resource protection and the built environment, the efficient provision of infrastructure and goods and services, and housing affordable to all income levels.*
- ***Neighborhood livability and housing.*** *Maintain the identity and vitality of our neighborhoods, actively pursuing affordable housing for a diversity of households while promoting compatible livability and high quality design in new buildings.*
- ***Mobility.*** *Provide an accessible, convenient and affordable transportation system that integrates vehicle, vessel, rail and aircraft transport with sustainable and innovative transportation options— including convenient and fast public transit service, particularly for commuters to work, and bicycle and pedestrian networks throughout the community.*
- ***Involved citizenry.*** *Solicit resident participation and leadership in implementing the Plan policies and actions from all sectors of the community, encouraging mutual understanding and cooperation among all.*

From CHAPTER 2 - SUSTAINABILITY:

POLICY 2.1 TO BUILD A SUSTAINABLE COMMUNITY THAT ENDURES OVER GENERATIONS AND IS SUFFICIENTLY FAR-SEEING AND FLEXIBLE TO MAINTAIN THE

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VITAL AND ROBUST NATURE OF ITS ECONOMIC, SOCIAL, AND ENVIRONMENTAL SUPPORT SYSTEMS.

From CHAPTER 10 – LAND USE:

POLICY 10.2. TO ALLOW FLEXIBILITY AND A WIDE RANGE OF CREATIVE SOLUTIONS IN RESIDENTIAL AND MIXED USE LAND DEVELOPMENT WITHIN THE URBAN SERVICE AREA.

POLICY 10.3. TO FACILITATE RESIDENTIAL DEVELOPMENTS OF VARIOUS TYPES AND DENSITIES THAT ARE APPROPRIATELY LOCATED IN RELATION TO SITE CONDITIONS, SURROUNDING LAND USES, AND CAPACITY OF PUBLIC FACILITIES AND TRANSPORTATION SYSTEMS.

Discussion

The proposed amendment balances the varied Comprehensive Plan policies and is generally consistent with the overall vision.

COMPLIANCE WITH CBJ LAND USE CODE

The proposed amendment to Title 49 will not create any internal inconsistencies within the Code. As stated in CBJ 49.05.100, the purposes and intent of Title 49 are as follows:

- 1. To achieve the goals and objectives, and implement the policies of the Juneau comprehensive plan, and coastal management program;*
- 2. To ensure that future growth and development in the City and Borough is in accord with the values of its residents;*
- 3. To identify and secure, for present and future residents, the beneficial impacts of growth while minimizing the negative impacts;*
- 4. To ensure that future growth is of the appropriate type, design and location, and is served by a proper range of public services and facilities such as water, sewage, and electrical distribution systems, transportation, schools, parks and other public requirements, and in general to promote public health, safety and general welfare;*
- 5. To provide adequate open space for light and air; and*
- 6. To recognize the economic value of land and encourage its proper and beneficial use.*

The variance amendment was drafted with the purpose and intent of Title 49 taken into account. If approved as drafted it will be consistent with the above purposes.

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SUMMARY

Because of all of the changes made to Title 49 in the past few years to provide development flexibility staff supports Option 1 outlined in the Law Department memo, dated February 7, 2018 (Attachment C).

Option 1 is limited to six items being variable, as follows:

A variance is required to and can only vary the following (a) dimensional standards of this title: building setbacks, lot width, lot depth, and building height; and (b) standards directly related to habitat and canopies. Applications for prohibited variances shall not be accepted for filing or shall be rejected by the director.

Option 2 allows variances with the exception of five items, as follows:

Pursuant to this article, a variance may be granted to provide an applicant relief from the requirements of this title. A variance is prohibited from varying any requirement or regulation of this title concerning the use of land or structures, housing density, lot area, requirements in chapter 49.65, or requirements in chapter 49.35. Applications for prohibited variances shall not be accepted for filing or shall be rejected by the director.

Option 1 provides the predictability and consistency that the public, including the development community, have continually requested. It provides clarity for the public and staff, the applicants and neighbors. The Land Use Code is a living document and can be amended as necessary when it is warranted. As the data shows, recently approved Code amendments and amendments in review provide the standards and tools to achieve the flexibility requested through the variance process over the past thirty years. Option 2 would continue the pattern of the past thirty years, leaving much of the Code subject to a variance. This amendment effort has been undertaken to avoid that scenario and provide needed clarity for staff, the Planning Commission, and the public.

FINDINGS

Based upon the above analysis, staff finds that the proposed text amendment to Title 49 is consistent with the goals and policies of the Comprehensive Plan and Title 49. Additionally, this change would not create any internal inconsistencies within any plans or codes.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission review and consider the proposed ordinance and forward a recommendation to adopt Option 1 along with ordinance for approval to the Assembly.

Presented by:
Introduced:
Drafted by:

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-04 PCv5

An Ordinance Amending the Land Use Code Relating to Variances

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 Article. CBJ 49.20 Article II Variances is amended to read:
49.20.200 - Variance.

[See Palmer and Boyce memos for options]

49.20.210 - Submittal.

Except as provided in this article for an administrative variance ~~de minimis variances~~, an application for a variance shall be submitted to the board of adjustment through the department.

49.20.220 - Scheduling and fee.

(a) An application for an administrative variance shall be administered by the department. ~~If the director determines that the variance applied for is de minimis, the application shall be administered by the department according to subsection 49.20.230(a) and subsection 49.20.250(a).~~

(b) If the director determines that the request is not for an administrative variance ~~that the variance applied for is other than de minimis~~ and the application is complete, it shall be scheduled for public hearing. If the application is filed in conjunction with a major development permit, a separate public notice shall not be required and the variance fee shall be reduced by 20 percent. For separate variance applications, a fee and public notice according to section 49.20.230 shall be required.

49.20.230 - Public notice.

(a) Upon determination that the administrative variance application is complete, the director shall mail notice of the application to the immediately adjoining property owners, as determined by the director, and provide at least 14 days to submit comments before issuing a decision. ~~Public notice according to subsection 49.20.250(a)(1)(C) shall be required for consideration or issuance of a de minimis variance.~~

(b) For variances other than administrative de minimis, public notice according to section 49.15.230 shall be given prior to a hearing on the application by the board of adjustment, ~~except that the placement of a sign on the subject lot is not required.~~

49.20.240 - Board of adjustment action.

The board of adjustment shall hear all variance requests except administrative variances ~~other than those administered by the director as de minimis~~ and shall either approve, conditionally approve, modify or deny the request based on the criteria in section 49.20.250(b) of this chapter.

49.20.250 -- Variance standards ~~Grounds for variances.~~

(a) Administrative variance. ~~De minimis variances.~~

(1) An administrative variance may be granted to allow projections (i) not to exceed 25 percent of the yard setback requirements of this title, or (ii) two feet, whichever is less, upon the director determining the following:

(A) Enforcement of the setback ordinance would result in an unreasonable hardship;

(B) The grant of the variance is not detrimental to public health, safety, or welfare; and

(C) The grant of the variance is narrowly tailored to relieve the hardship.

(2) An administrative variance decision of the director may be appealed if a notice of appeal is filed within 20 days of the director filing a notice of decision with the municipal clerk.

~~A de minimis variance may be granted by the director after it is shown that all the following conditions have been met~~

~~(1) Where a minor setback infraction could be corrected only at unreasonable expense or inconvenience the director may, after taking into account the views of the owners of adjoining property, and upon a finding that the infraction was not the result of a deliberate effort to evade the dimensional requirement, grant a de minimis variance in harmony with the general purpose and intent of this title. A de minimis variance may be granted after it is shown that all the following conditions have been met.~~

~~(A) The variance is for one or more projections into yard setbacks, none of which extend beyond 25 percent of required setback distance.~~

~~(B) The de minimis variance would not aggravate an infraction previously granted a variance.~~

~~(C) The applicant submits on forms provided by the department written statements from the owners of adjoining property, each acknowledging that the owner has been notified of the application. In lieu of statements provided by the applicant, the department will provide at least five days notice by mail to each such owner.~~

~~(D) The applicant submits a certified, as built survey to scale, showing all lot line locations, building dimensions, orientations, setbacks, and other distances and features relevant to the requested relief.~~

(b) Non-Administrative Variance. A variance may be granted to provide an applicant relief from requirements of this title after the prescribed hearing and after the board of adjustment has determined that:

- (1) Enforcement of the ordinance would result in an unreasonable hardship;
- (2) The unusual or special conditions of the property are not caused by the person seeking the variance;
- (3) The grant of the variance is not detrimental to public health, safety, or welfare;
- (4) The grant of the variance is narrowly tailored to relieve the hardship; and
- (5) The grant of the variance does not result in a smaller lot size, a greater density, or greater lot coverage than allowed for the zone district. [If 49.20.200 Option 2 is chosen, then this needs to be deleted]

~~Variances other than de minimis. Where hardship and practical difficulties result from an extraordinary situation or unique physical feature affecting only a specific parcel of property or structures lawfully existing thereon and render it difficult to carry out the provisions of this title, the board of adjustment may grant a variance in harmony with the general purpose and intent of this title. A variance may vary any requirement or regulation of this title concerning dimensional and other design standards, but not those concerning the use of land or structures, housing density, lot coverage, or those establishing construction standards. A variance may be granted after the prescribed hearing and after the board of adjustment has determined that:~~

- ~~(1) The relaxation applied for or a lesser relaxation specified by the board of adjustment would give substantial relief to the owner of the property involved and be more consistent with justice to other property owners;~~

~~(2) — Relief can be granted in such a fashion that the intent of this title will be observed and the public safety and welfare preserved;~~

~~(3) — The authorization of the variance will not injure nearby property;~~

~~(4) — The variance does not authorize uses not allowed in the district involved;~~

~~(5) — Compliance with the existing standards would:~~

~~(A) — Unreasonably prevent the owner from using the property for a permissible principal use;~~

~~(B) — Unreasonably prevent the owner from using the property in a manner which is consistent as to scale, amenities, appearance or features, with existing development in the neighborhood of the subject property;~~

~~(C) — Be unnecessarily burdensome because unique physical features of the property render compliance with the standards unreasonably expensive; or~~

~~(D) — Because of preexisting nonconforming conditions on the subject parcel, the grant of the variance would not result in a net decrease in overall compliance with the land use code, title 49, or the building code, title 19, or both; and~~

~~(6) — A grant of the variance would result in more benefits than detriments to the neighborhood.~~

49.20.260 - Conditions of approval.

The board may attach to a variance conditions regarding the location, character and other features of the proposed structures or uses as it finds necessary to carry out the intent of this title and to protect the public interest.

49.20.270 - Expiration and extensions of approval.

Expiration and extensions of variances shall be governed by the procedures and standards established for development permits in chapter 49.15, article II.

Section 3. Amendment of Section. CBJ 49.85.100(10) Generally is amended to read:

49.85.100 - Generally.

Processing fees are established for each development, platting and other land use action in accordance with the following schedule:

(10) Board of adjustment.

(A) Administrative variance ~~De minimis variance~~, \$120.00;

(B) Non-Administrative Variance ~~other than a de minimis variance~~, \$400.00;

(C) Alternative development permit, \$400.00.

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

Agenda
Planning Commission
Regular Meeting
CITY AND BOROUGH OF JUNEAU
Ben Haight, Chairman
January 23, 2018

I. ROLL CALL

Ben Haight, Chairman, called the regular meeting of the City and Borough of Juneau (CBJ) Planning Commission (PC), held in the Assembly Chambers of the Municipal Building, to order at 7:05 p.m.

Commissioners present: Ben Haight, Chairman; Paul Voelckers, Vice Chairman; Michael LeVine, Nathaniel Dye, Dan Miller, Dan Hickok, Kirsten Shelton, Carl Greene

Commissioners absent: Percy Frisby

Staff present: Rob Steedle, CDD Director; Beth McKibben, Planning Manager; Teri Camery, Senior Planner; Laura Boyce, Senior Planner; Allison Eddins, Planner II; Amy Liu, Planner I; Robert Palmer, Assistant Attorney II; Dan Bleidorn, Deputy Lands Manager

Assembly members: Beth Weldon, Loren Jones, Jerry Nankervis

At the request of Mr. Steedle, the Planning Commission approved the relocation of AME2016 0002, a text amendment of CBJ code 49.20 regarding variances, to the end of the agenda.

II. APPROVAL OF MINUTES

December 12, 2017 Draft Minutes - Regular Planning Commission Meeting

MOTION: *by Mr. LeVine, to approve the December 12, 2017, Planning Commission minutes with any minor alterations by staff or Commission member.*

The motion passed with no objection.

III. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS - None

IV. PLANNING COMMISSION LIAISON REPORT

Assembly Liaison to the Planning Commission Beth Weldon reported that on January 22, (2018), the Assembly approved the filing of an annexation petition with the local Boundary Commission. The Assembly is also considering how to participate in the Hydro One AEL&P purchase, she reported. The Assembly passed an ordinance amending the Land Use Code regarding eagle nests and eagle habitats. The Assembly also approved the adoption of the Lemon Creek Area Plan, said Ms. Weldon. The next meeting of the Public Works, Lands Committee, and Committee of the Whole will be Monday, January 29, (2018). The next regular meeting of the Assembly is February 12, (2018).

V. RECONSIDERATION OF THE FOLLOWING ITEMS

AME2017 0013: A request to rezone 7.06 acres from D-10 Residential to Light Commercial
Applicant: Douglas Island Development LLC
Location: 3853 Bayview Ave, 12020 Glacier Highway, 11998 Glacier Highway, 11950 Glacier Highway

Staff Recommendation

Staff recommends that the Planning Commission concur with the Director's analysis and findings and recommend approval to the Assembly for a rezone request to change 7.06 acres located at 3853 Bayview Avenue, 12020 Glacier Highway, 11998 Glacier Highway, and 11950 Glacier Highway from D-10 to LC (Light Commercial).

MOTION: *by Mr. Miller, to reconsider AME2017 0013 for purposes of discussion.*

Mr. Miller said the Ad Hoc Auke Bay Area Plan Committee held a meeting several weeks ago during which the implementation of various actions for the Auke Bay Area Plan were discussed. Another meeting for this committee is scheduled for January 30, (2018), said Mr. Miller, to discuss the creation of a new zone for a Traditional Town Center for Auke Bay, he said. The committee also requested that Mr. Steedle communicate with the CBJ mapping department to discuss the potential for development of a grid-like road system on what is primarily private property.

Chairman Haight noted that Mr. Frisby and Ms. Shelton were absent at the last meeting when this item was discussed. Only Commission members present at the last meeting can vote on this issue at this meeting, he noted.

Roll Call Vote:

Yeas: Miller, Dye, Greene, Haight

Nays: Hickok, Voelckers, LeVine

The motion failed.

VI. CONSENT AGENDA

Mr. Dye said he has a potential conflict which he leaves up to the discretion of the Commission. He said he manages property adjacent to one of the lots being sold under CSP2017 0017.

The Commission voiced no objection to Mr. Dye voting on this item.

Mr. Miller said he has a conflict pertaining to items USE2017 0028 and USE 2017 0029. He owns those properties.

Chairman Haight said in the past he was involved with items USE2017 0028 and USE 2017 0029. His involvement was only with the properties, not the tenants, he clarified.

The Commission voiced no objection to Chairman Haight's participation with those items.

USE2017 0028: A Conditional Use Permit for a marijuana retail store.
Applicant: The Mason Jar
Location: 2771 Sherwood Lane

Staff Recommendation

It is recommended that the Planning Commission adopt the Director's analysis and findings and grant the requested Conditional Use Permit. The permit would allow the development of a 1,500 square foot marijuana retail facility in the Industrial zoning district.

The approval is subject to the following conditions:

1. Prior to Certificate of Occupancy for development on Lots 5, 7, 8, and 9 of ANDSOH Subdivision, a bioswale shall be installed between the access and utility easement for Lots 5, 7, 8, and 9 of ANDSOH Subdivision and Pederson Hill/ Casa del Sol Creek; and the applicant shall implement storm water best management practices.
2. All waste containing marijuana product shall be stored in a locked enclosure until transported to the CBJ landfill.
3. Prior to the issuance of a Certificate of Occupancy, the applicant must submit a parking plan showing the required number of parking, loading, and accessible

spaces, and circulation aisles (as applicable). The plan must show how the ADA space will be clearly marked as required by CBJ 49.40.210(e).

4. Prior to issuance of a Certificate of Occupancy a minimum of 777 square feet of live vegetative cover shall be provided, and shown on a site plan reviewed and approved by CDD.
5. Exterior lighting shall not be used in a manner that produces glare on adjacent roads or neighboring property. All exterior lighting fixtures shall be a full cut-off design.

USE2017 0029: A Conditional Use Permit for a marijuana cultivation facility

Applicant: Herb'n Legends

Location: 2771 Sherwood Lane

Staff Recommendation

It is recommended that the Planning Commission adopt the Director's analysis and findings and grant the requested Conditional Use permit. The permit would allow the development of 1,200 square foot marijuana cultivation facility in the Industrial zoning district.

The approval is subject to the following conditions:

1. Prior to Certificate of Occupancy for development on Lots 5, 7, 8, and 9 of ANDSOH Subdivision, a bioswale shall be installed between the access and utility easement for Lots 5, 7, 8, and 9 of ANDSOH Subdivision and Pederson Hill/ Casa del Sol Creek; and the applicant shall implement storm water best management practices.
2. All waste containing marijuana product shall be stored in a locked enclosure until transported to the CBJ landfill.
3. Prior to the issuance of a Certificate of Occupancy, the applicant must submit a parking plan showing the required number of parking, loading, and accessible spaces, and circulation aisles (as applicable). The plan must show how the ADA space will be clearly marked as required by CBJ 49.40.210(e).
4. Prior to issuance of a Certificate of Occupancy a minimum of 777 square feet of live vegetative cover shall be provided, and shown on a site plan reviewed and approved by CDD.
5. Exterior lighting shall not be used in a manner that produces glare on adjacent roads or neighboring property. All exterior lighting fixtures shall be a full cut-off design.

CSP2017 0017: A consistency review for purchase of one lot, and the sale of four CBJ owned lots in an Industrial (I) zone.

Applicant: City & Borough of Juneau, Division of Lands & Resources, and Department of Engineering and Public Works (RecycleWorks Program)

Location: 1721 Anka Street (lot purchase), 5436 Commercial Boulevard and 5233 Shaune Drive (lot sale)

Staff Recommendation

Staff recommends that the Planning Commission forward the subject proposal to the Assembly with a recommendation of approval.

CSP2017 0018: Renewal of a lease for an existing communications tower on CBJ land at the West Juneau reservoir site at the end of Jackson Road

Applicant: City & Borough of Juneau

Location: 3000 Jackson Road

Staff Recommendation

Staff recommends that the Planning Commission find CSP2017 0018 consistent with the 2013 Comprehensive Plan and Title 49 and forward a recommendation of approval to the Assembly.

MOTION: *by Mr. LeVine, to accept staff's findings, analysis and recommendations and approve USE2017 0028 and USE2017 0029 with any minor alterations by staff or Commission member, noting Mr. Miller's recusal from those items.*

The motion passed with no objection.

MOTION: *by Mr. LeVine, to accept staff's findings, analysis and recommendations and approve CSP2017 0017 and CSP2017 0018 with any minor alterations by staff or Commission member.*

The motion passed with no objection.

VII. CONSIDERATION OF ORDINANCES AND RESOLUTIONS - None

VIII. REGULAR AGENDA

USE2017 0027: A Conditional Use Permit to amend USE2016 0018 to include three additional units.

Applicant: Constellation Development LLC

Location: 4401 Riverside Drive

Staff Recommendation

It is recommended that the Planning Commission adopt the Director's analysis and findings and grant the requested Conditional Use Permit. The permit would allow a modification to the USE2016 0018 by allowing one additional building with 3 units.

The approval of USE2017 0027 includes the conditions below, some of which modify conditions of USE2016 0018:

1. Prior to issuance of a building permit, the applicant shall install a silt fence on the 50-foot streamside setback line along the Mendenhall River. The silt fence shall be removed when construction is complete. (COMPLETE)
2. Prior to issuance of a building permit, the applicant shall submit to Community Development Department (CDD) a plan involving how vegetation will be replanted and maintained to ensure the project meets the minimum vegetative area requirement. (COMPLETE)
3. Prior to issuance of a building permit, the applicant shall submit an approved on-site drainage management plan using Best Management Practices (BMP) to ensure drainage is directed to an approved drainage infrastructure and does not directly enter the Mendenhall River without filtration. (COMPLETE)
4. Prior to issuance of a building permit, the applicant shall submit a design for the parking lot buffers (and if needed, buffering snow storage/ garbage containers) meeting one of the following features:
 - a. Sight-obscuring fence or vegetation from grade (0 feet) up to 6 feet; or
 - b. Sight-obscuring fence or vegetation from grade (0 feet) up to 4 feet and non-sight-obscuring (porous) fence or vegetation up to 6 feet in height.
 (COMPLETE)
5. Parking lot buffers shall be installed according to approved plans prior to issuance of a certificate of occupancy for the final unit. (PENDING COMPLETION)
6. Prior to issuance of a building permit, the applicant shall show any exterior lighting, which must be downward-directed to minimize horizontal glare. (PENDING COMPLETION)
7. Prior to issuance of the final Certificate of Occupancy (CO), all required parking lot striping shall be in place (or wheel stops) which complies with dimensions as per 49.40, Parking and Traffic. (PENDING COMPLETION)

8. Prior to issuance of CO of last dwelling unit, the parking lot buffers meeting Condition No. 4 shall be in place. (PENDING COMPLETION)
9. Prior to issuance of CO of the first dwelling unit, the applicant shall submit the Homeowners Association documents to the CDD that indicate the maintenance of all required vegetation and on-site buffers. (COMPLETE)
10. Prior to issuance of CO of the last dwelling unit, the applicant shall coordinate with CDD staff for a site inspection to verify that the vegetative cover was installed accordingly. If CO is requested during poor planting conditions, the applicant shall submit a bond covering the costs of the remaining vegetation to be planted according to provisions of 49.55.010. (BOND POSTED, PENDING COMPLETION)

Density Bonus Conditions

11. Prior to issuance of a building permit, the applicant shall submit drawings and construction plans showing how the 3 density bonus features will be constructed in compliance with CBJ Land Use and Street standards. (COMPLETE)
12. Prior to issuance of a building permit for all 51 units, the applicant shall submit plans and narrative indicating how all conditions will continue to be met. (NARRATIVE COMPLETE, PLANS COMPLETE FOR UNITS 1-36)
13. Prior to final CO of last dwelling unit, the applicant shall coordinate with CDD staff to ensure the density bonus features as shown on Attachment H are complete. This shall include:
 - a. The applicant to submit to CDD a recorded no-development easement that preserves the land between Mendenhall River and the buildings, matching Attachment H. (PENDING COMPLETION)
 - b. All required public improvements must be completed prior to issuance of a Temporary Certificate of Occupancy or Certificate of Occupancy for the final structure. The required public improvements include: the installation of sidewalk as previously described and the installation of the crosswalk across Riverside Drive to the existing sidewalk along Pinedale Street. (PENDING COMPLETION)

Ms. Liu told the Commission that this Conditional Use Permit request would modify the previously approved Conditional Use Permit which allowed for the development of 48 dwelling units along the north end of Riverside Drive in the Mendenhall Valley. That approval included a density bonus. The applicant is now seeking to add three more units for a total of 51 units by using the previously recommended and approved bonus.

Public comments regarding this Conditional Use Permit request focused primarily on concerns about parking, traffic and snow storage, said Ms. Liu. The proposed building will be very similar in look to the previously constructed buildings, said Ms. Liu. The building will satisfy the D-15 setback requirements of 20 feet for the front, 50 feet for the rear, and five feet to the side yard setback. Bonus points were also earned by providing additional green space between the buildings and the required 50-foot rear setback, said Ms. Liu. The site meets the minimum 30 percent vegetative cover requirement and it maintains 45 percent of the lot for vegetative cover, said Ms. Liu.

The building also meets the 35-foot height standard, said Ms. Liu. A lighting plan has not yet been submitted, but the narrative states that lighting would be recessed under carport roof's and cast down at door entries and stairs, said Ms. Liu. The applicant must show the exterior lighting plans prior to issuance of a building permit, she said.

The parking requirement for the total project is 90 spaces, and the applicant plans and providing 95 parking spaces, said Ms. Liu. The applicant also plans on providing more than the required number of van accessible parking spaces, she said.

The staff finds there will be no noticeable escalation of noise resulting from the 51-unit complex instead of the 48-unit complex, said Ms. Liu. Snow storage will take place between each building, she said. Six-foot-tall wooden fences will be used as site buffers and will also help with noise suppression, said Ms. Liu.

The project preserves habitat by complying with the 50-foot streamside buffer along the Mendenhall River, and provides additional green space adjacent to the 50 foot buffer, said Ms. Liu. The applicant has already posted a \$12,500 bond with CBJ to guarantee that landscaping and required vegetative cover will be completed, she noted.

The proposed total of 51 units is consistent with the medium density residential land use designation outlined in the Comprehensive Plan, said Ms. Liu. Medium Density Residential (MDR) is defined as urban lands for multi-family dwellings with a density of five to 20 units per acre, she said. The planned sidewalk along the west edge of Riverside Drive and the crosswalk at Pinedale Street meet the goals of the Juneau Non-Motorized Transportation Plan which recommends improvements to pedestrian and bicycle rider infrastructure in order for those commuters to have a safe and connected means of travel, said Ms. Liu.

This project does not materially endanger the public health or safety nor does it substantially decrease the value of or be out of harmony with property in the neighboring area, nor is it out of conformity with the Comprehensive Plan or other officially adopted plans, said Ms. Liu. The project meets all the necessary requirements for this development, said Ms. Liu.

The applicant must meet the 10 conditions listed above, with the three additional density bonus conditions, said Ms. Liu.

Commission Comments and Questions

Mr. LeVine asked if the scope of the Commission review is to be limited to the request for the three additional bonus units or if the Commission is to go back to the initial Conditional Use Permit request at the beginning of the process.

Ms. Liu said the scope of the review is to be limited to just the additional building.

Mr. LeVine said if the review is to be limited to just the request for the additional building of three units, why the conditions for the entire project have changed. He said it appears a lot of language has been changed and not just limited to the three additional units.

Ms. Liu said some of the modifications to the conditions include cleaning up the language. She said one notable revision was addressing the crosswalk and sidewalk. The previous conditions stipulated that the sidewalk was to be built to the church driveway, she said. It was reworded to state that the sidewalk was to be built to Pinedale Street, she said, as she felt that was a more objective description. They also removed the condition to construct the pedestrian connection to private property since the applicant and the church decided the connection was not needed.

Mr. Dye asked what changes were made regarding the sidewalk and Riverside Drive.

The only change they recommended was to clarify the language from the church to Pinedale Street, she said. That was a more descriptive location, she said.

Mr. LeVine said he did not understand why there was an extra condition number five.

This condition regarding parking lot buffers was added to ensure an appropriate timeline of completion, said Ms. Liu. It does not add anything except for a deadline for completion, said Ms. Liu.

Mr. LeVine said this did not alleviate his concern that this language is not strictly limited to the three units for which the Conditional Use Permit is sought. It goes to the entirety of the CUP, he stated.

Ms. McKibben said the language was changed in an effort to clean up the language. She said that Mr. LeVine did express a valid concern. A step was missing in the original staff report, said Ms. McKibben. She said the staff should be more mindful in the future but that in this instance the previous buildings have already been constructed.

Mr. LeVine said generally they do not go back and fix Conditional Use Permits once they have already been awarded. He said he is troubled by the notion that this can actually be done.

Mr. Palmer said he felt that Mr. LeVine raised a good point. He said the easy answer is that it is definitely within the jurisdiction of the Commission to evaluate the impacts for the additional three units requested with this Conditional Use Permit. Mr. Palmer said he believed the Commission could modify existing conditions if that modification relates to the proposed new development.

Mr. Dye said the current staff report references the old staff report's recommendation of 51 units. The Commission had recommended 48 units, said Mr. Dye.

Ms. McKibben explained that the motion the Planning Commission made was to approve 48 units, not the 51 units that were evaluated in the original staff report.

Mr. Voelckers said there was some reference in the public testimony that addressed concerns such as site drainage. He asked if it was correct that those concerns should not be addressed if they do not pertain to the current Conditional Use Permit request before the Commission this evening.

Ms. Liu said that is correct.

Mr. Voelckers said it appears that in some of the narrative a continuous fence is referenced, but that the graphic illustrates a gap in the fence exists equal to the width of the building. He said he assumed that the property owners would rather have a continuous fence rather than less privacy offered by a large gap in the fence.

Ms. Liu said that would be a good question for the applicant to answer. She said from the standpoint of the staff, the fence as well as the structure would serve the same purpose of obstructing any noise caused by the circulation of the traffic throughout the site.

Mr. Voelckers clarified that from the staff point of view the two discontinuous pieces of fence met the intent of the visual buffer.

Ms. Liu agreed with the statement of Mr. Voelckers.

Applicant

Mr. Travis Arndt said the previous staff report intended that the approval for the other three units went back to the community development director. He said he was here this evening because the evaluation was now up to the Commission instead of the CDD director. The purpose of the fence is primarily to subdue the noise from the vehicles and from the vehicle headlights, he explained.

Mr. Voelckers asked for an explanation of what the greenbelt along the river would look like.

It will predominantly be seeded with grass, said Mr. Arndt, with the addition of plantings designed and implemented by Glacier Gardens.

Mr. Voelckers asked Mr. Arndt if he had any comments to make on drainage issues.

Mr. Arndt said they are taking several measures to help with drainage on the property. There will be one to two feet of shot rock placed below a six-inch-thick pervious concrete pavement. Water will actually soak through the pavement and into the ground below, he said, instead of running off. Along the church property there is a 16-foot-wide drainage easement, said Mr. Arndt, running down the property line between the condominium property and the church property.

Mr. LeVine asked Mr. Arndt if he had reviewed the conditions on the CUP, and if so, if he had any concerns.

Mr. Arndt said he had no concerns.

Mr. Dye asked where the access easement was located.

Mr. Arndt responded that it is along the fence line.

MOTION: *by Mr. Voelckers, to approve USE2017 0027 accepting the staff's findings, analysis, and recommendations with the minor modification that the fence buffer would include a closed fence segment returning to the building as indicated by the applicant.*

Mr. LeVine said he is still troubled by the notion that the Commission is changing the language of the conditions. He said he would like to add a finding for the record that the changes to the conditions are either in the nature of ministerial wording and numbering changes that do not affect the substance and that they are intended for clarity or directly affect additional construction which will be undertaken. He said this did not need to be part of the motion but that he wanted it to be a part of the record as a basis for the Commission's decision.

The motion passed with no objection.

AME2017 0017: An ordinance amending the Land Use Code to provide for an additional setback encroachment exception for certain structural energy efficiency improvements to CBJ code 49.25 (Ord. No. 2018-06).

Applicant: City and Borough of Juneau

Location: Borough-wide

Staff Recommendation

Staff recommends that the Planning Commission forward a recommendation for approval to the Assembly.

This is an ordinance amending the land use code to provide for an additional setback encroachment exception for certain structural energy efficiency improvements, said Ms. Boyce. The proposed ordinance would allow exterior insulation to encroach up to six inches into the setbacks without the need for a variance, said Ms. Boyce.

Commission Comments and Questions

Mr. Miller said this is the system that performs the best in Juneau's climate. He said he would like to increase the projection from six inches to eight inches. The reason for this is because it takes four inches of foam on the outside so that the dew point will never be on the inside of the wall, he said. If there is only three inches of foam, said Mr. Miller, the dew point would go inside of the wall somewhere. It will turn into water inside of that wall, he said. And that is the point of insulating an extension, he said. Mr. Miller said about 50 percent of the homes will remain within the six-inch limit. However, said Mr. Miller, metal clad siding would make for a thicker wall. That would limit people to three inches of foam, when in fact four inches would be better.

Mr. Dye asked if this was intended for all structures or just for existing structures.

Ms. Boyce said this ordinance amendment is intended for existing structures.

Mr. LeVine suggested several word changes to the slide Ms. Boyce had upon the wall, and said he agreed with Mr. Miller that the projection should be greater than six inches to help more home owners with no discernable negative effects.

MOTION: *by Mr. LeVine, to accept staff's findings, analysis and recommendations, and approve AME2017 0017 subject to the wording changes proposed by Mr. Voelckers, the correction made to remove the word "except", and the projection maximum from six to eight inches.*

The motion passed with no objection.

Discussing the amendment after the vote, Mr. Dye asked why this amendment applied only to

existing construction and not new construction.

Ms. Boyce said this request comes up commonly with existing home improvements that are already built to the setbacks. For new home construction, those setbacks would already be configured, she said, as part of the design.

Mr. Dye said he felt that during this time of infill development and small lots, that he felt this tool should be available to all construction, not just remodels.

Mr. LeVine said he felt this amendment is for existing construction, and that it addresses a specific problem. If setbacks with new construction were to be addressed, he said it should be dealt with under its own merit for new construction.

Ms. McKibben said the intent of this amendment is for existing homes that are built to their setbacks that want to make energy efficiency improvements. New construction that is being built to a certain standard can plan for that as they plan their building to fit within the existing setbacks, she said. Ms. McKibben said she felt that was a separate topic which has not been addressed by the Commission, whereas this is to help existing homes that are built to their setbacks to add insulation.

Since it would be in the same section of code, Mr. Dye said he did not understand why new construction would not be dealt with at the same time.

Mr. Miller said he agreed that this should be a topic that should be revisited by the Commission.

Mr. Voelckers said he is persuaded that Mr. Dye has raised a critical point.

Mr. LeVine said it makes a lot of sense to encourage "outsulation". He said he was reluctant to make changes to the entire setback regime without a more thorough analysis. He said he felt they should do with what is before them and revisit this issue for new construction as soon as it is feasible.

Mr. Dye said he wanted to propose an amendment to the ordinance just approved by the Commission.

Mr. Palmer suggested that the ordinance state at the end that it applies to new and existing development.

Mr. LeVine said he felt before the Commission made any decisions about new construction that an analysis was required concerning existing and proposed setbacks for new construction. He said he felt this was a good idea, but that he was not comfortable taking action on this issue

with the current lack of analysis.

Mr. Dye said he did not see how further analysis would be any more helpful in indicating that additional insulation would be beneficial for new home construction.

Mr. LeVine said they currently have five-foot side yard setbacks and that if they are going to allow new construction to be built a foot into those setbacks, then they may vote to change the five-foot side yard setbacks to a larger number.

Mr. Steedle reminded the Commission that they had already voted on this issue. If they wish to rescind that vote, it would take six votes to rescind that vote before taking the issue up again. He said he thinks that Mr. LeVine is on the right path, and that the topic they are really discussing is setbacks. That could be addressed in the setback code, said Mr. Steedle. Mr. Dye said he did not disagree with Mr. Steedle. He said it seemed to him that setbacks as a whole should be considered and not just with remodel construction.

Mr. LeVine said he had this very problem with his own home and that the action taken by the Commission tonight if approved by the Assembly would have exactly addressed that problem.

Mr. Voelckers said they have already voted on this issue and that perhaps within the next few meetings the staff could come back with analysis of this nature for new construction.

Mr. Miller said the Commission has voted on the current amendment and they should let that stand. He said this ordinance amendment addresses most of the problems that people come up with when trying to remodel their homes. This especially pertains to the Juneau town and Douglas town areas, he said. He suggested that the remaining part of this issue be hashed out at a Title 49 meeting, brought back before the Commission, and then add the sentence suggested by Mr. Palmer.

IX. Unfinished Business

AME2016 0002: A text amendment to CBJ code 49.20 regarding variances

This ordinance has been updated resulting from the last time it was before the Commission on December 12, (2017), said Ms. Boyce. It was also subsequently discussed at a Title 49 meeting, on December 20, (2017), said Ms. Boyce. The purpose of this ordinance is to:

- ✓ Provide clarity regarding what is and what is not variable
- ✓ Remove the preliminary threshold requirement
- ✓ Require the posting of a public notice sign for those variances requiring a public hearing
- ✓ Amend the variance criteria to reduce subjectivity
- ✓ Amend the De Minimis/Administrative variance

Mr. LeVine wanted to clarify that this amendment changes nothing about the substance but the process regarding variances. A hardship is still required, but it is wrapped into another condition, he said.

Ms. Boyce said the way the code currently reads the lead up to the variance criteria talks about there being a hardship. However, there is no criterion that actually does that analysis, she said. They have removed the hardship requirement and instead included it in the criteria so there is actually a hardship analysis, she said.

Mr. Miller said at the last meeting Mr. LeVine and himself voiced concerns that they are ratcheting down the places where variances can be used so that property owners can have a means to receive justice. The intent is to avoid the usage of variances for all the zoning issues or other ordinances that need to be fixed, said Mr. Miller. There are likely to be property owners who have issues that are not addressed by current ordinances, said Mr. Miller. For them to receive justice within the system of tightened variances, they thought of adding a sixth item to be addressed, he said. This would aide someone in an unusual situation who was not covered by the five items mentioned.

Mr. Dye said he requested at the last meeting a graphic of what has not been fixed yet in the code, and what is in the process of being fixed, and how that related to the percentage of past variances. He asked if that information is now available.

Ms. Boyce said she has a list of the code amendments currently in process, as well as another graphic which breaks up all of the variances into type. Since 1987, 50 percent of all variances deal with setbacks, said Ms. Boyce.

They have made amendments to the code with the 2015 subdivision related amendments, said Ms. Boyce. They have made a number of access-related changes, and part of it was privately maintained access roads and public rights-of-way, said Ms. Boyce. They have also approved the shared access amendment which also provides another small subdivision option that has access and frontage related aspects to it, she said. They have also just amended the panhandle ordinance, she said, which improves access to two-lot subdivisions, she said. Those were the majority of the access-related variances they have seen, she said.

Mr. Miller said the old ordinances were for all zoning districts. The new ordinances are just residential areas, he said. There still remain big holes within the ordinances, said Mr. Miller.

Ms. Boyce said the panhandle ordinance applies to all two-lot subdivisions. She said it is not just restricted to residential zones. Shared access was restricted to residential zones, she said.

Mr. LeVine said he shares Mr. Miller's concern. He said the question is how to implement these

new variance standards to ensure there is equity for all parties. He asked if the procedure would be to allow people to apply for variances using the old criteria if the underlying code has not been updated.

Mr. Voelckers said he agreed with Mr. LeVine's strategic suggestion because he felt they all have a gut feeling that every possible situation has not been covered regarding variances.

Mr. Palmer said the criteria that are listed in Attachment A are probably where the bulk of the discussion can be focused. He offered a revision to the language of the ordinance in Attachment A. Defining what a design and what a dimensional standard is has been very difficult, said Mr. Palmer. The intent for the current draft in Attachment A was to flip that around and state that only building setbacks, lot width, lot depth and building height can be varied, he said. They could use language that stated that in effect anything within Title 49 can be varied. Then the focus would be on the criteria; specifically, the last criterion which is criterion five, identifying what elements can and cannot be varied, aid Mr. Palmer. It could be amended to say that, "A variance is required to vary a requirement of this title." It would then enable the Commission to focus on the specific conditions, said Mr. Palmer.

Mr. LeVine asked the staff why they did not proceed with this direction outlined by Mr. Palmer in the first place.

The variance as it has been used has become a waiver tool and a design modification tool, said Ms. Boyce. They are trying to rein it in so that it can be used as it has meant to be used, she added. They will come up with something else to be used for waivers and design modifications, she said. They are also trying to make the line more distinct between someone needing a variance and someone wanting a variance, said Ms. Boyce.

There are a few items which were varied which should not have been varied, said Ms. Boyce, such as density and lot coverage.

Ms. McKibben said the code already stipulates that variances are not to be used for use or density. If that were to be allowed then there would need to be a significant amount of analysis to back that up, she said.

Mr. Voelckers said he thought this move to clean up the variance process was not so much that it would be more lenient but that the City Attorney's office was worried that the Commission could move into an area which would not be defensible at the Supreme Court level because it violates the basic premise of a variance, which was a unique physical hardship due to the property, said Mr. Voelckers.

Chairman Haight said if they left the introductory language as it currently stands, how much reduction in the number of variances would they see just due to the fact that they have

changed the other standards.

Mr. Steedle said he thought that was a very difficult question to answer. It becomes incumbent upon the staff and the Board of Adjustment to apply the criteria rigorously, he said. Mr. Steedle said he thinks that is where they have failed over the years, because it is very difficult to say “no” to an applicant. The thrust of this was to make it easy to say “no”, said Mr. Steedle. It becomes a question of how much discipline they think the Board of Adjustment needs, he said.

Mr. Voelckers said he would like to see definitive language that was strongly directed but at the same time left some leeway for the decision-makers for addressing dimensional standards, lot size, etc.

Mr. Palmer said he would definitely like to work to figure out some way to satisfy the intent. He said to him this seemed like an issue which could be better addressed through a Committee of the Whole or Title 49 meeting. He said he was a little hesitant at this time to propose specific language to try to address this issue.

Chairman Haight asked the Commission if it had any issue with the criteria.

Mr. LeVine said the way the criteria were explained in the staff report is confusing to him. He said he felt it would be better to simply use the language cited in the Supreme Court opinion. He said he felt just restating the rule would create confusion.

Mr. Voelckers said he had a similar issue with language on page 7 of the proposed ordinance; “The grant of the variance is reasonably tailored to relieve the hardship.” And yet the first sentence in the staff analysis of this criterion uses the language, “... is the minimum needed to provide relief”. He said he is wary of using the term “minimum needed” as it is not definitive.

Mr. LeVine agreed, stating he would also change the phrase “reasonably tailored” to “narrowly tailored.” He also noted that criteria and criterion do not analyze things. That sentence should have a different noun in it, he said.

Under 49.20.240 - *Board of Adjustment Action*, Mr. Voelckers said he felt the statement “The board of adjustment shall hear all variance requests except administrative variances” should have “and appeals of denied” be inserted before “administrative variances”.

Mr. Dye suggested that it should state who the director’s decision would be appealed to, under 49.20.240 (2). (“An administrative variance decision of the director may be appealed if a notice of appeal is filed within 20 days of the director filing a notice of decision with the municipal clerk.”)

Mr. Palmer said he felt both of those concerns with the code were addressed in the portion of

the code which states that the decision of the director may be appealed to the Planning Commission.

Criterion five states: "The grant of the variance does not result in a smaller lot size, a greater density, or greater lot coverage than allowed for the zone district." What about, for example, a small, legally nonconforming lot, said Mr. Voelckers.

Ms. Boyce said for substandard lots that already exist there are a number of setback reductions that can apply. There is a formula that can be applied to address those smaller, nonconforming lots, she said.

Ms. McKibben added that there can be a reduced front yard setback when the setbacks of the three adjacent properties are averaged. The only question that is not answered pertains to density, she said. If there was an existing building with nonconforming density it would probably be able to continue. The nonconforming code draft separates the nonconforming situations so that lots, setbacks, density and use are addressed separately, said Ms. McKibben.

Mr. LeVine said he concurred with the idea that more time should be spent thinking about the ordinance. There are several ideas that might at least be worth thinking about, said Mr. LeVine. One idea is to address the time in which the code has been updated, he said. There are provisions of the code which have not been updated, he said. He asked if there would be a way to connect the applicability of the variance requirement to the time in which the code has been updated. For example, said Mr. LeVine, variances would be inapplicable to code which has been updated within a specified period of time. The variances would be applicable until a waiver is developed within a certain period of time. That would not be to hardship, he said.

Mr. Dye said the process is so fluid that he would be concerned about cementing a time frame to it.

On page 219 of the staff report, said Mr. Miller, it is already outlined what the desired outcome is going to be. What they don't have is what to implement in terms of flexibility until the desired outcome is reached, he said. It would be helpful to have a paragraph or two in the staff report which would assist future commissions.

Chairman Haight said this item can come back to the Planning Commission for another review at its February 13, (2018) meeting.

IX. BOARD OF ADJUSTMENT - None

X. OTHER BUSINESS**Adoption of Revised Planning Commission Rules of Order**

Mr. LeVine said he appreciates all the work which has gone into the rules of order before them. He asked if it needs to be clarified anywhere that this applies to the Board of Adjustment as well as the Planning Commission. He asked why there is a separate provision addressing reconsideration. He stated that it would most probably be dealt with according to *Robert's Rules of Order*.

Mr. Palmer said the reconsideration provisions that are included are different than the default rules under *Robert's Rules of Order*.

Mr. Miller asked what a privileged motion was.

Mr. Palmer said a privileged motion allowed whoever makes that motion to interrupt the speaker and to interrupt the process that is going on.

Mr. Dye asked why reconsideration did not require a supermajority vote.

Mr. Palmer said that is a discretionary question which the Commission can decide upon.

The section under "Late Written Material" may place the Chair of the Planning Commission in an awkward spot, said Mr. Voelckers, since it would be up to the chair to decide if it was accepted or not.

Chairman Haight said he liked the fact that this section did not absolutely limit the submission of the material to two pages, but that there was discretion to allow additional material.

Mr. Steedle said he concurred with the remarks of Chairman Haight. They do not want to tie the Chair's hands, said Mr. Steedle.

Mr. LeVine asked if the Commission can by vote overrule any decision the Chair makes. He said he did not see that outlined in the rules.

Mr. Voelckers said the rule is very carefully laid out about the amount of material which may be received, and when, and then at the same time an easy "out" is provided. He said he felt that could potentially put the Chair in an awkward position.

Mr. LeVine suggested they strike the sentence and let the Commission vote to suspend the rules if that is what it wanted to accomplish. If they strike the sentence "The Chair may reject..." they have the ability to accept that material if the Commission determines it is appropriate to submit, he stated.

The Commission concurred that the initial sentence regarding the chair rejecting the submission of material be struck.

These rules do also apply to the Board of Adjustment, said Mr. Palmer, in answer to Mr. LeVine's question.

Once approved by the Commission these rules will go to the Clerk, said Mr. Steedle, in answer to a question by Mr. Voelckers.

Mr. Palmer said that Rule 10 F. is a motion to rescind. If the Commission passes a motion and then immediately moves to rescind it, six votes would be necessary. The Commission could also make a notice of reconsideration if it takes place at the same meeting. Then a vote of six is required, he said. If the body wanted to require a rule of six votes at a subsequent meeting then that would need to be added to Rule 10, said Mr. Palmer.

Mr. LeVine clarified that the reason that 10 G exists right now is to prevent the Planning Commission from using a procedural mechanism to get around the requirement for a vote of six for rescission.

A policy reason for this is to give the Commission time to think about the item some more and another policy reason is to make sure that members of the community that were there to testify would have the opportunity to come back and attend a subsequent meeting, he said.

Mr. Miller said he would like to speak in favor of only requiring five votes. He said personally after having time to consider an issue his decision-making capabilities were much better. A notice of reconsideration may just be someone needing extra time to consider an issue. He said he felt the Commission should respect each other and honor another Commission member's need to reconsider an issue.

Mr. Voelckers agreed with Mr. Miller, saying he liked the slightly softer burden to at least provide the potential to reconsider an issue.

Mr. Dye said he liked the higher number required for reconsideration because it put more emphasis on the Commission getting information right the first time. Mr. Dye said he did not want it made too easy for Commission members to reconsider an item.

The permit process is a long, drawn-out process as it is. People are waiting for decisions to be made, and they should be made in the most time effective way possible, said Mr. Hickok.

Chairman Haight said he has noted that often a motion for reconsideration comes after a motion has been denied. The fact that they have probably denied an application and that someone has subsequently made a motion for reconsideration gives that applicant one more chance to have their issue voted upon by the Commission. He said he really does favor the softer approach on reconsideration.

Mr. LeVine said he would like the public to be given as much opportunity as possible and therefore would like to stick with the five votes being required for reconsideration.

Chairman Haight said when the motion of reconsideration comes up there is the opportunity to either allow or not allow additional public testimony.

Mr. Palmer said the rule is currently clear that on the motion of reconsideration there is no public testimony.

Chairman Haight said periodically a member of the public will want to testify again. This has never been allowed, he said. However, he noted, he is not finding that in the rules. He asked if there is actually a rule limiting public testimony to one opportunity per individual.

Mr. Steedle said he does not find that in these rules.

Mr. Voelckers said he felt it would be a good idea to stipulate that in the rules.

Mr. Palmer suggested that under Public Participation that it state that a person wishing to testify be given "one" opportunity instead of "an" opportunity.

The Commission concurred on the change from "an" to "one" opportunity.

Mr. Miller pointed out that under reconsideration it stipulates that the motion for reconsideration is debatable to the same extent as the underlying motion.

Mr. Palmer said that sentence had been placed under Reconsideration to clarify that it may be discussed under that circumstance.

MOTION: *by Mr. LeVine, that the Planning Commission adopt the revised Rules and Guidelines subject to two small edits which is to change the word under Section E1 from "an" opportunity to "one" opportunity under Public Participation, and to strike the sentence in 3c beginning with "may" and ending with "written material".*

The motion passed with no objection.

Answering a question by Mr. Voelckers, Mr. Palmer said that these rules do not need to go to the Assembly for approval.

X. DIRECTOR'S REPORT

Mr. Steedle said the Assembly will be meeting at a special meeting on January 30, (2018) to select three commissioners. Two of the sitting commissioners have reapplied, said Mr. Steedle. The February 13, (2018) Planning Commission meeting will be the first time the new Commission meets, he said. Mr. Steedle said he would like to have a Committee of the Whole meeting directly before the February 13, (2018) meeting for the yearly Commission training. The Commission will be able to consider the variance amendment on February 27, said Mr.

Steedle. There is a joint meeting scheduled with the Assembly for February 5, (2018), said Mr. Steedle. That meeting is currently scheduled for noon, he said. Mr. Steedle said he has tendered his resignation, and that sometime within the next few months he will be departing.

XI. REPORT OF REGULAR AND SPECIAL COMMITTEES

Mining Subcommittee

At the last meeting they defined the direction of the agenda over the next several meetings, said Chairman Haight. They will get a report from Jim Clark regarding his proposed changes to the mining ordinance at this Thursday's meeting, he said. These meetings occur every Thursday at 5:30 p.m., said Chairman Haight.

XII. PLANNING COMMISSION COMMENTS AND QUESTIONS

XIII. ADJOURNMENT

The meeting was adjourned at 10:00 p.m.



Law Department City & Borough of Juneau

MEMORANDUM

DATE: February 7, 2018
 TO: Planning Commission
 FROM: Robert H. Palmer III, Assistant Municipal Attorney
 SUBJECT: Draft Ordinance 2018-04, Variances

This memorandum provides context and language options to resolve the Planning Commission's concerns regarding the scope of variances in draft ordinance 2018-04.

What is a variance?

A variance gives permission for a person to violate the law (Title 49).

Unlike a conditional use permit that allows a use that is expressly permitted, a variance allows a development that is expressly prohibited. Because a variance is permission to violate Title 49 and because the provisions of Title 49 are the "minimum required in the interest of public health, safety and general welfare," the variance requirements are rigorous and only warranted in very limited circumstances. The touchstone concept requires some regulatory hardship that arises from the physical conditions of the land that distinguishes it from other land in the general area. Such a hardship is required to ensure the variance is not arbitrarily granted and the grant of the variance does not erode the rational basis for the Title 49 regulation in dispute. As the Alaska Supreme Court said, "where the ordinance equally affects all property in the same zoning classification, relief from the general conditions of the governing law properly must come from the assembly through an amendment to the zoning code." *City and Borough of Juneau v. Thibodeau*, 595 P.2d 626, 636 (Alaska 1979). Thus, the variance is a pressure relief valve to preserve the constitutionality of Title 49.

What is the purpose for this variance amendment?

I understand the purpose of this variance amendment (Ord. 2018-04) is (1) to clarify the scope of variances, (2) to clarify and simplify the standards for evaluating variances, and (3) to sever the Board of Adjustment from its past variance decisions. Ordinance 2018-04 accomplishes those purposes.

Amending 49.20.200, scope of regular variances.

The Planning Commission reviewed Ord. 2018-04 version PC4 on January 23, 2018. That version clarifies the scope and criteria for administrative and regular variances. Commissioners appeared satisfied with the administrative variance amendments and the criteria for the regular

variance amendments. However, many Commissioners expressed hesitation with the scope of the regular variance in 49.20.200 (Option #1, below), which had been narrowed to just building setbacks, lot width, lot depth, building height, habitat and canopies. The intent was always to allow variances to the first four criteria, but habitat and canopies were added to the scope at the prior meeting to address concerns that those code provisions could also present an unreasonable regulatory hardship until they are amended.

The thrust of Commissioner's hesitation was discomfort with limiting 49.20.200 to just six items, which may inadvertently omit other Title 49 provisions that could present other unreasonable regulatory hardships. That concern warrants substantial merit and would require steadfast discipline when applying the variance criteria in every case to avoid transforming the variance from a tool that preserves the constitutionality of Title 49 to a tool that provides for flexible development. If the Planning Commission believes other Title 49 provisions need to be more flexible (i.e. waivers, mitigations, exceptions), then those strict provisions need to be amended instead of the variance provision. Staff has prepared a detailed memorandum explaining the flexibility that the CBJ recently provided in Title 49 to minimize reliance on the use of variances. However, if the Planning Commission still believes that 49.20.200 should be amended to accommodate inadvertent omissions, then Option #2 may relieve the current hesitation:

49.20.200 Option 1: Variances limited to six items.

A variance is required to and can only vary the following (a) dimensional standards of this title: building setbacks, lot width, lot depth, and building height dimensions or designs standards of this title; and (b) standards directly related to habitat and canopies. Applications for prohibited variances shall not be accepted for filing or shall be rejected by the director.

49.20.200 Option 2: Variance allowed except to five items.

Pursuant to this article, a variance may be granted to provide an applicant relief from the requirements of this title. A variance is prohibited from varying any requirement or regulation of this title concerning the use of land or structures, housing density, lot area, requirements in chapter 49.65, or requirements in chapter 49.35. Applications for prohibited variances shall not be accepted for filing or shall be rejected by the director. A variance is require to vary dimensions or designs standards of this title.



Planning Commission

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

PLANNING COMMISSION NOTICE OF RECOMMENDATION

Date: March 2, 2018
File No.: AME2016 0002

City and Borough of Juneau
City and Borough Assembly
155 South Seward Street
Juneau, AK 99801

Application For: Planning Commission Recommendation to the City and Borough Assembly regarding a text amendment to CBJ code 49.20 regarding variances.

Hearing Date: February 27, 2018

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum, dated February 16, 2018, and recommended that the City and Borough Assembly adopt staff's recommendation for approval and chose Option No. 2, as outlined in the Law Department memo, Attachment C of the report, regarding variances. Option No. 2 also includes the deletion of the proposed fifth criterion. Option No. 2 is listed below.

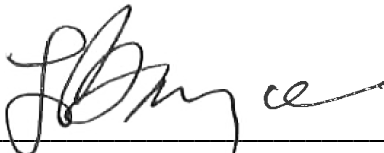
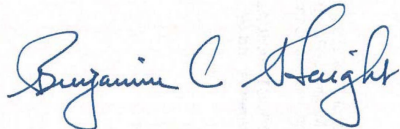
CBJ 49.20.200 Option 2: Variance allowed except to five items.

Pursuant to this article, a variance may be granted to provide an applicant relief from the requirements of this title. A variance is prohibited from varying any requirement or regulation of this title concerning the use of land or structures, housing density, lot area, requirements in chapter 49.65, or requirements in chapter 49.35. Applications for prohibited variances shall not be accepted for filing or shall be rejected by the director. ~~A variance is required to vary dimensions or designs standards of this title.~~

Attachments: February 16, 2018 memorandum from Laura A. Boyce, Senior Planner, Community Development, to the CBJ Planning Commission regarding AME2016 0002.

City and Borough Assembly
 File No.: AME2016 0002
 March 2, 2018
 Page 2 of 2

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

Project Planner:	 _____ Laura A. Boyce, AICP, Planner Community Development Department	 _____ Benjamin Haight, Chair Planning Commission
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 _____ Filed With City Clerk	3/5/2018 _____ Date
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cc: Plan Review

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

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

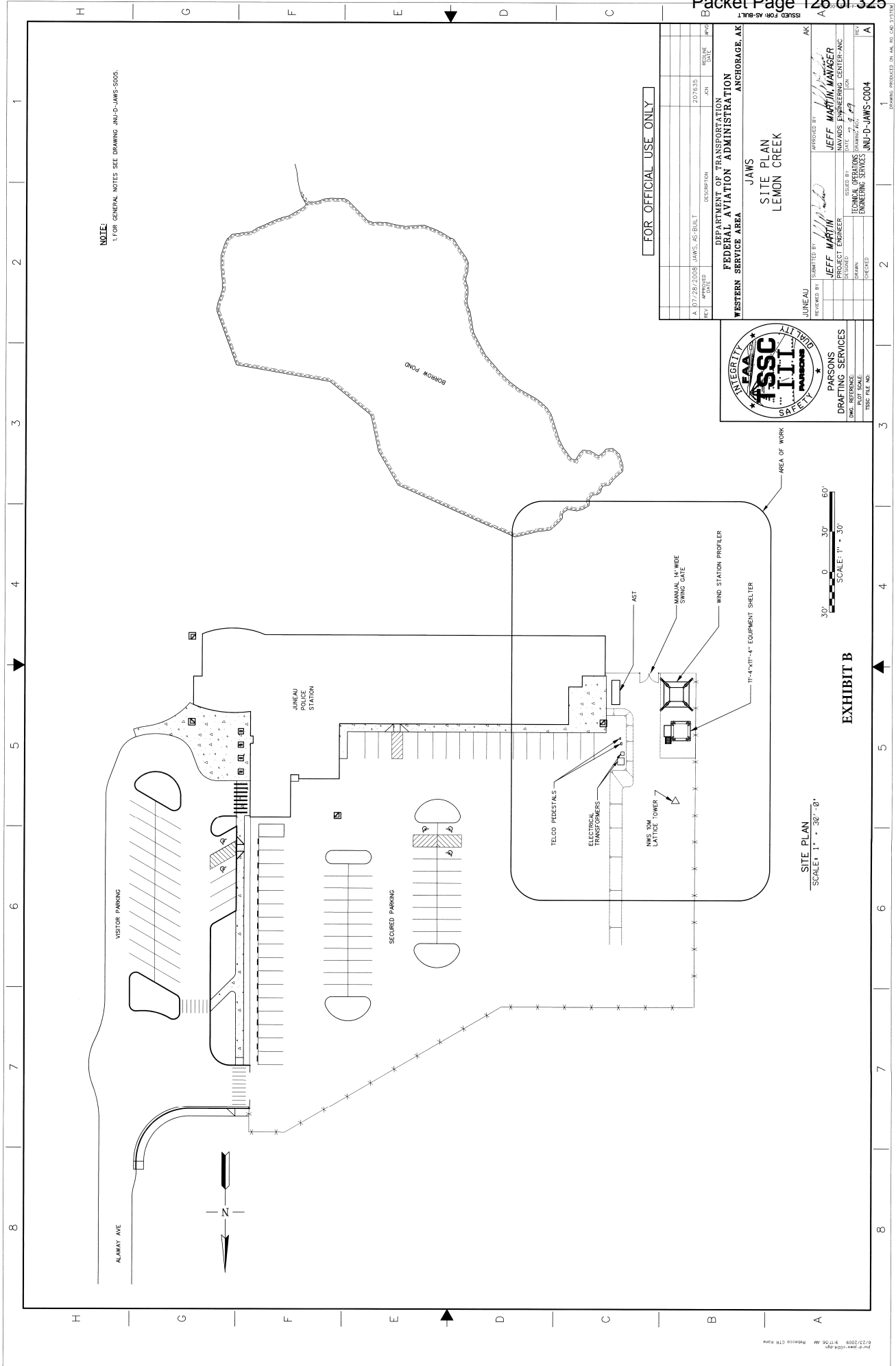
EXHIBIT A

**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.



NOTE:
1. FOR GENERAL NOTES SEE DRAWING JNU-D-JAWS-S005.

FOR OFFICIAL USE ONLY

REV	DATE	DESCRIPTION	BY	DATE
A	07/28/2008	JAWS AS-BUILT	JEN	2076355

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WESTERN SERVICE AREA
JAWS
SITE PLAN
LEMON CREEK

APPROVED BY: *Jeff Martin*
PROJECT ENGINEER
DATE: 7/2/09
ISSUED FOR AS-BUILT

APPROVED BY: *Jeff Martin*
PROJECT ENGINEER
DATE: 7/2/09
ISSUED FOR AS-BUILT

APPROVED BY: *Jeff Martin*
PROJECT ENGINEER
DATE: 7/2/09
ISSUED FOR AS-BUILT

APPROVED BY: *Jeff Martin*
PROJECT ENGINEER
DATE: 7/2/09
ISSUED FOR AS-BUILT



EXHIBIT B

SITE PLAN
SCALE: 1" = 30' - 0"

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.

LEASE #: DTFAWN-17-L-00153

FAA Identification: JNU South/North Douglas, JAWS

Location: Juneau, AK

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

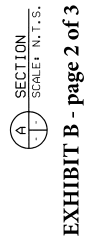
METES AND BOUNDS DESCRIPTION
(SOUTH DOUGLAS J.A.W.S. LEASE BOUNDARY)

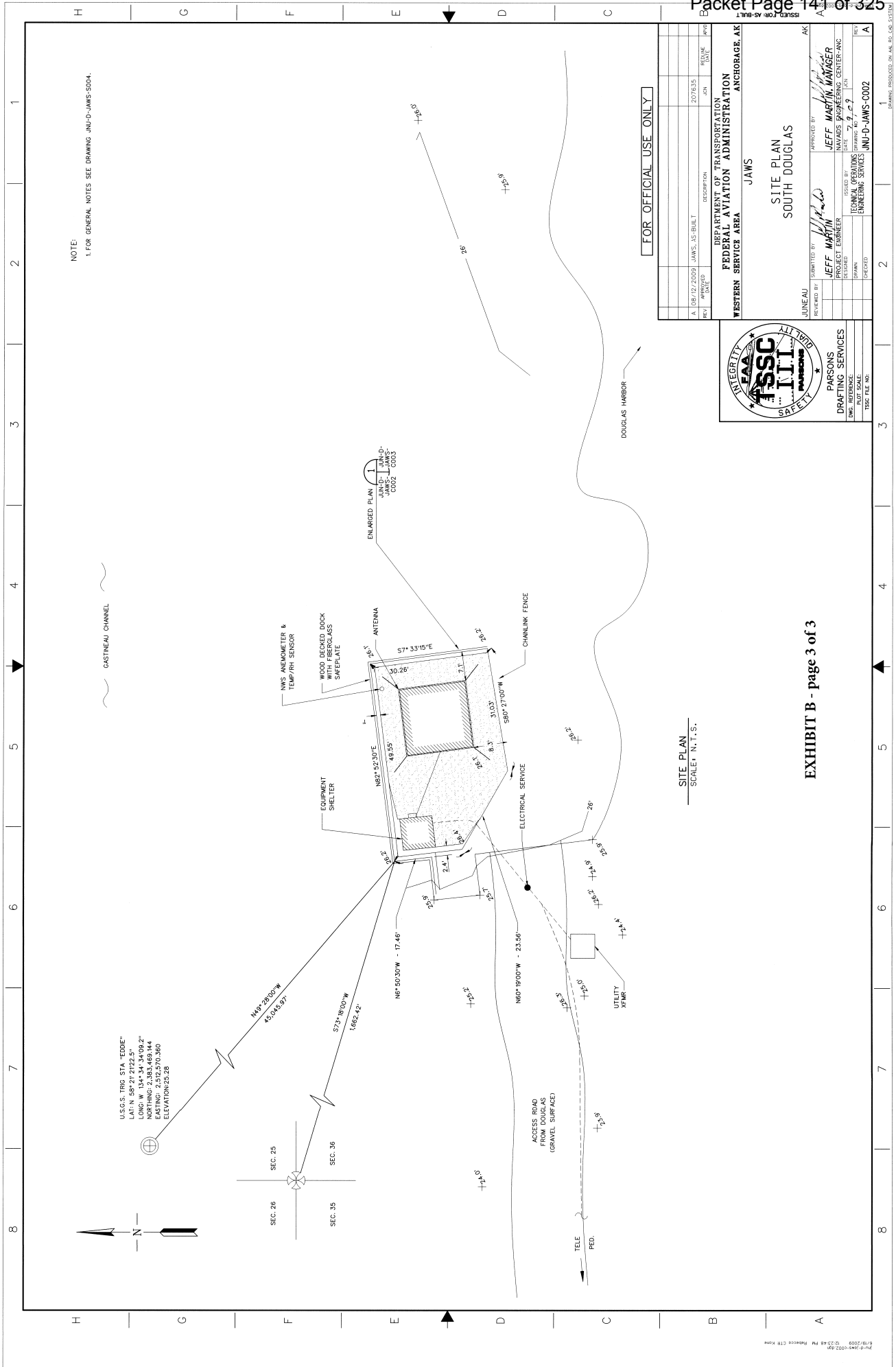
A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED WITHIN ALASKA TIDELINES SURVEY 14, PROTRACTED SECTION 36, T41S, R67E, C.R.M, CITY AND BOROUGH OF JUNEAU, FIRST JUDICIAL DISTRICT, STATE OF ALASKA BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS;

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. 2018-16

**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:

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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 –

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- (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.

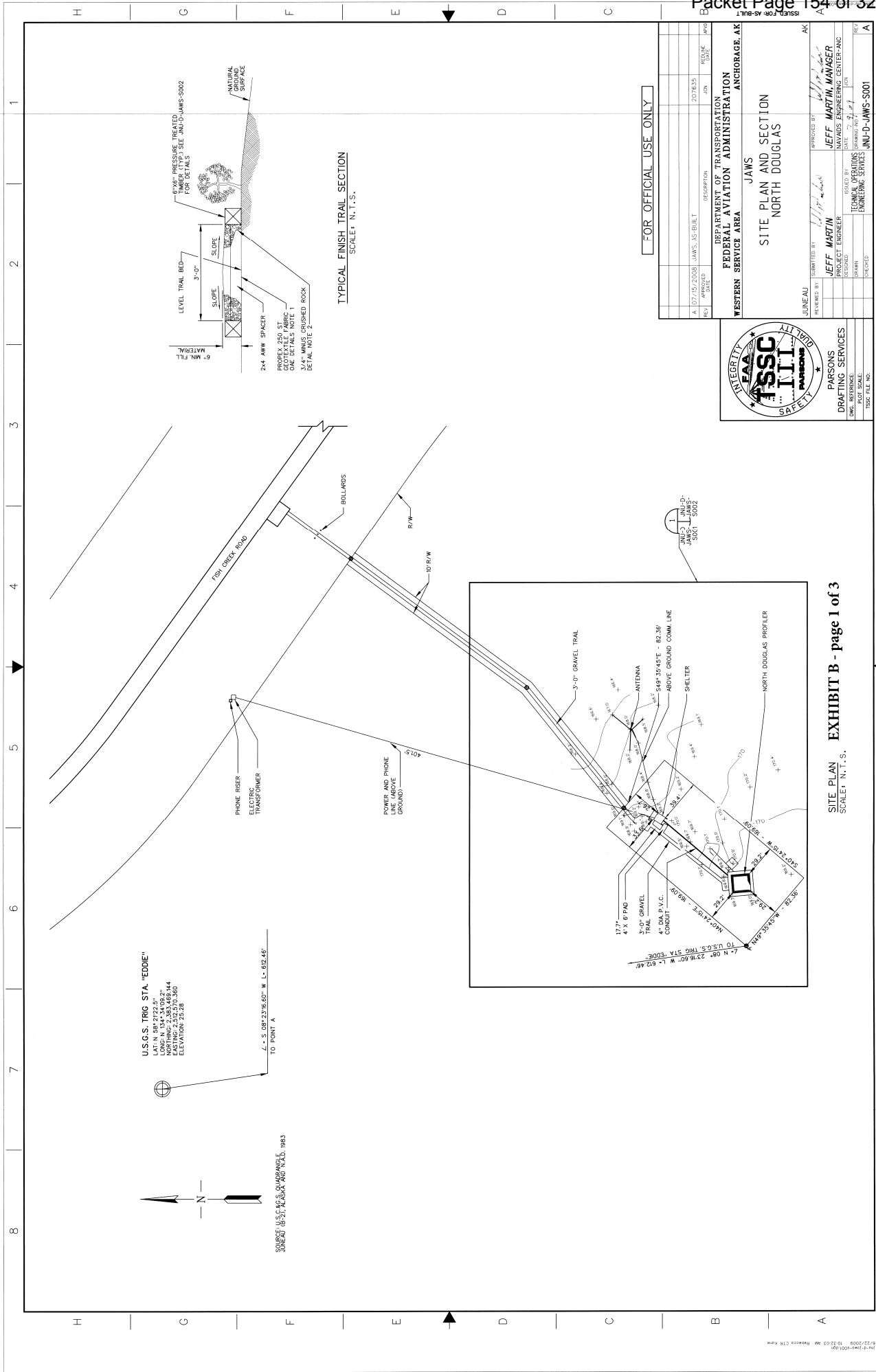
EXHIBIT A

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.



FOR OFFICIAL USE ONLY

REV	DATE	DESCRIPTION	BY	DATE
A	07/15/2008	JAWS, AS-BUILT	JUNEAU	JUN

DESIGNED BY	JEFF MARTIN	PROJECT ENGINEER	JEFF MARTIN	MANAGER
DRAWN BY	JEFF MARTIN	PROJECT ENGINEER	JEFF MARTIN	MANAGER
CHECKED BY	JEFF MARTIN	PROJECT ENGINEER	JEFF MARTIN	MANAGER
APPROVED BY	JEFF MARTIN	PROJECT ENGINEER	JEFF MARTIN	MANAGER

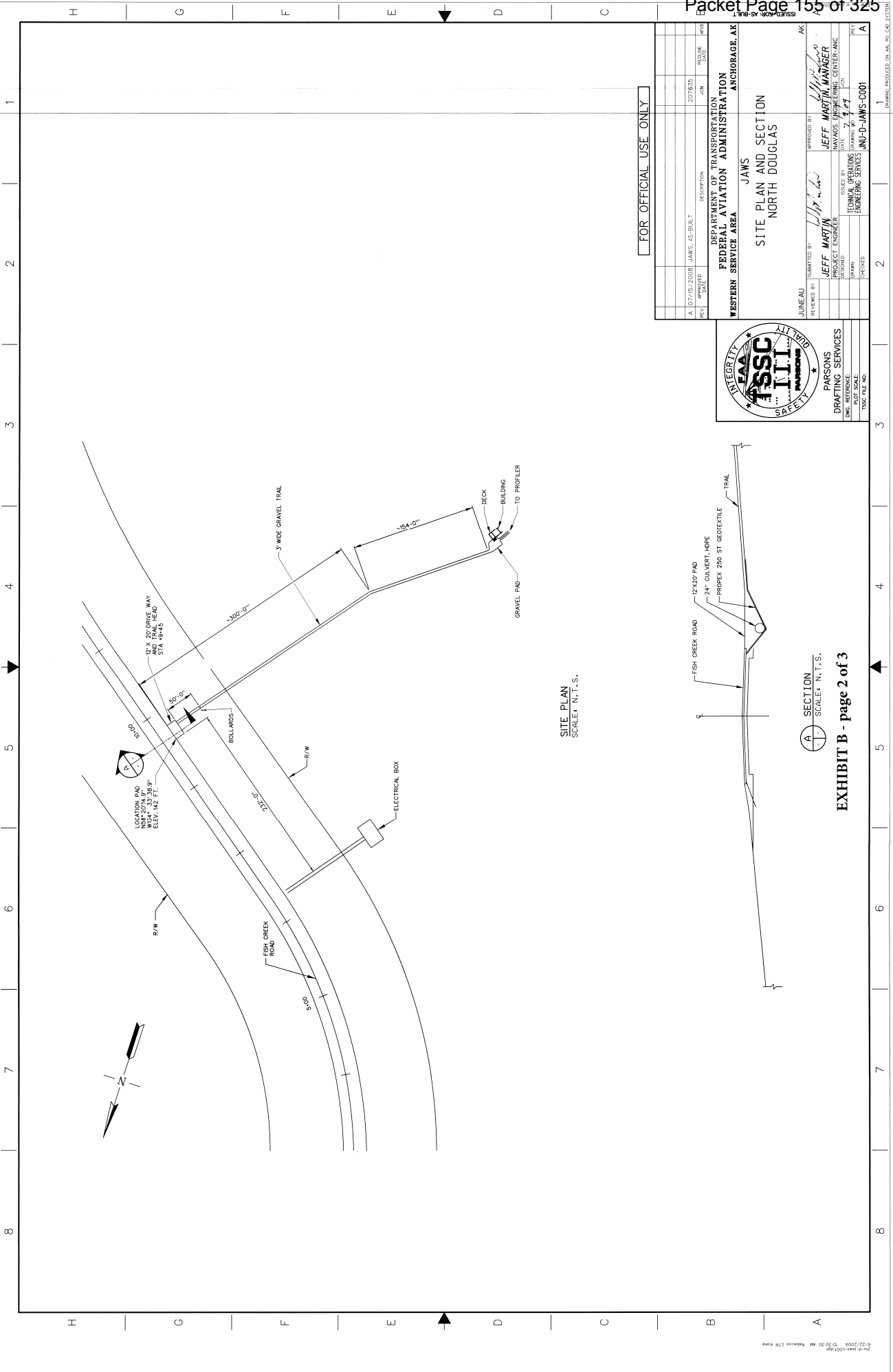
DEPARTMENT OF TRANSPORTATION	ANCHORAGE, AK
FEDERAL AVIATION ADMINISTRATION	
WESTERN SERVICE AREA	
JAWS	
SITE PLAN AND SECTION	
NORTH DOUGLAS	

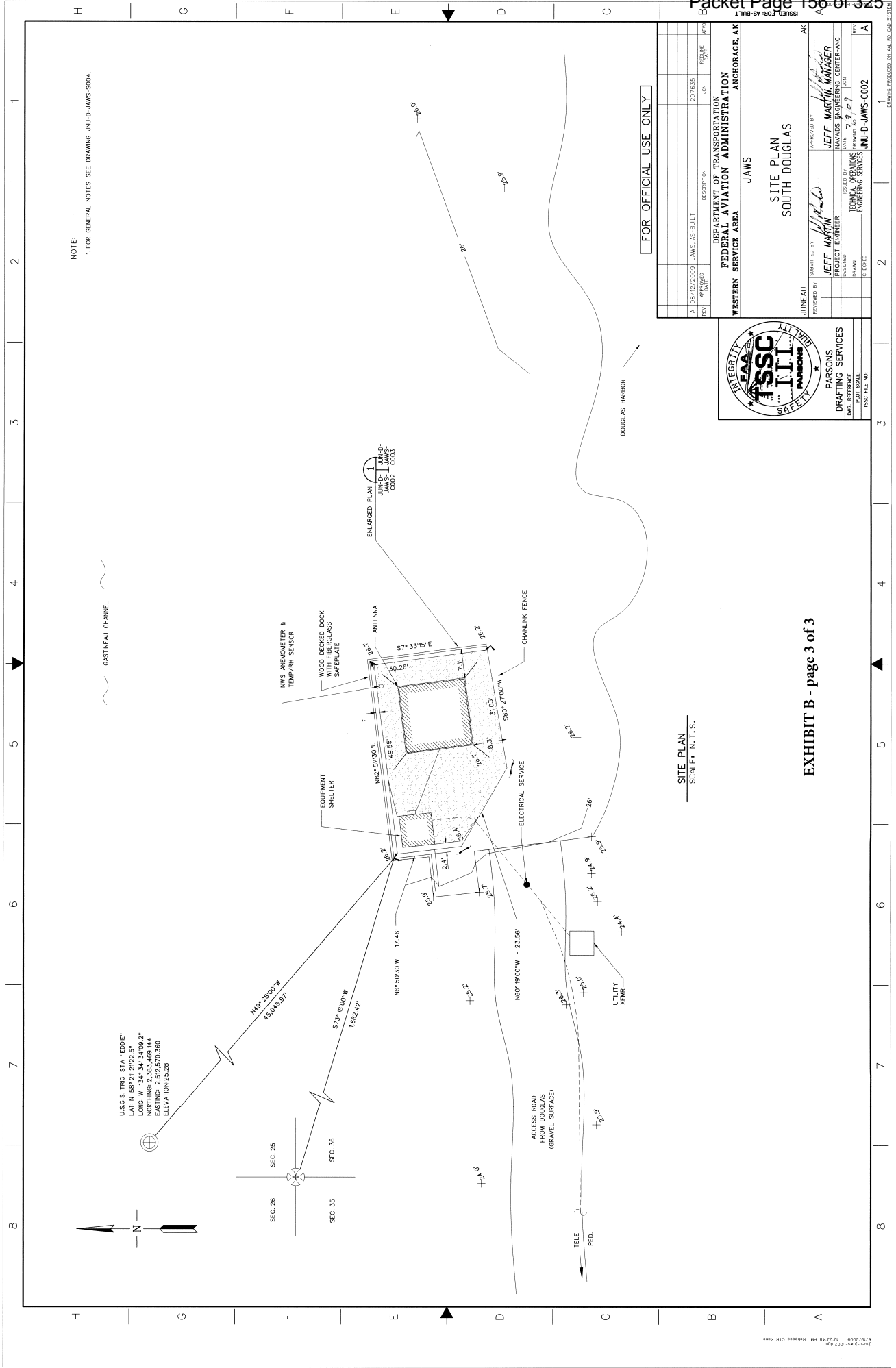
INTEGRITY
FAA
SAFETY

PARSONS
DRAFTING SERVICES

DATE: 7/15/08
PROJECT: JAWS
SHEET: 154 OF 325

SITE PLAN EXHIBIT B - page 1 of 3
SCALE: N.T.S.





NOTE:
1. FOR GENERAL NOTES SEE DRAWING JAW-D-JAWS-S004.

FOR OFFICIAL USE ONLY

REV.	DATE	DESCRIPTION	BY	CHKD.
A	08/22/2009	JAWS, AS-BUILT	207635	JUN

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WESTERN SERVICE AREA
JAWS
ANCHORAGE, AK



PARSONS
DRAFTING SERVICES

DWG. REFERENCE:	
PLOT SCALE:	
FSSC FILE NO.:	

SITE PLAN
SOUTH DOUGLAS

APPROVED BY:	JEFF MARTIN
PROJECT ENGINEER:	JEFF MARTIN
DESIGNED:	JEFF MARTIN
DRAWN:	JEFF MARTIN
CHECKED:	JEFF MARTIN
DATE:	7.9.09
PROJECT:	NAVJAGS ENGINEERING CENTER-ANC
PROJECT NO.:	JAW-D-JAWS-C002

EXHIBIT B - page 3 of 3

SITE PLAN
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. 2018-17

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

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

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2815

A Resolution Authorizing the Manager to Execute a Drainage Easement across City and Borough Property Located at 3252 and 3254 Hospital Drive with AK Preservation Spruce Limited Partnership for Sleepy Spruce Apartments.

WHEREAS, the Manager received an application from AK Preservation Spruce Limited Partnership requesting a drainage easement across a fraction of U.S. Survey 1075 (3252 and 3254 Hospital Drive) for the benefit of Lot 3, Block 2, Salmon Creek Subdivision, according to Plat No. 82-18, Records of the Juneau Recording District, First Judicial District, State of Alaska (1050 Salmon Creek Lane); and

WHEREAS, AK Preservation Spruce Limited Partnership owns and manages a multi-family apartment project from which storm water drainage flows through pipes and a ditch on to the City and Borough property; and

WHEREAS, the State of Alaska, Department of Health and Social Services leases the property from the City and Borough for the Johnson Youth Center; and

WHEREAS, a representative for the Department of Health and Social Services stated that there were no concerns with the City and Borough granting this drainage easement along the edge of the property; and

WHEREAS, the Planning Commission at its meeting on September 15, 2017, recommended that the Assembly grant the requested drainage easement on the fraction of U.S. Survey 1075 to the AK Preservation Spruce Limited Partnership; and

WHEREAS, the Lands Committee at its meeting on February 2, 2017, unanimously passed a motion of support to begin the review process for an easement across City and Borough property in order to allow AK Preservation Spruce Limited Partnership to continue to maintain proper drainage; and

WHEREAS, an appraisal was complete on September 5, 2017, which calculated the value of the property at \$15,200.00

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

Section 1. Authorization. The Manager is authorized to negotiate and execute a drainage easement substantially similar to the one described in Exhibit A. The easement shall be subject to the essential terms and conditions outlined in Section 2 of this resolution.

Section 2. Terms and Conditions.

- 1) The grant of the easement is solely for drainage purposes to benefit Lot 3, Block 2, Salmon Creek Subdivision, according to Plat No. 82-18 (currently Sleepy Spruce Apartments).
- 2) The drainage easement shall be perpetual. However, the drainage easement shall be revocable if it is used for purposes other than for drainage or if it is not used for drainage for a period of more than five years.
- 3) The easement is not exclusive, and the City and Borough reserves the right of public pedestrian access along the easement.
- 4) The owner of Lot 3, Block 2, Salmon Creek Subdivision, according to Plat No. 82-18 (currently AK Preservation Spruce Limited Partnership) is responsible for construction and maintenance of any improvements and obtaining all necessary authorizations and permits for construction and maintenance.
- 5) The owner of Lot 3, Block 2, Salmon Creek Subdivision, according to Plat No. 82-18, shall provide an as-built survey of the easement area upon completion of any drainage improvements.
- 6) The fair market value of the easement is \$15,200.00.
- 7) The Manager may include other terms and conditions deemed to be in the public interest.

Section 3. Effective Date. This resolution shall be effective immediately after its adoption.

Adopted this _____ day of _____, 2018.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Recorded in the Juneau Recording District.

When recorded please return to:

AK Preservation Spruce Limited Partnership
Attn: Greg Dunfield
520 Pike St Ste 1010
Seattle WA, 98101

Document Type: Easement Appurtenant

Grantor: City and Borough of Juneau

Grantee: AK Preservation Spruce Limited Partnership

Grantor's Legal Description: Fraction of USS 1075

Grantor's Parcel Number: 7B0901020070

Sleepy Spruce Drainage Easement

PART I. PARTIES. In exchange for \$15,200 and other valuable consideration, receipt of which is acknowledged by this instrument, the City and Borough of Juneau, Alaska a municipal corporation in the State of Alaska, hereinafter "Grantor" or "City" conveys a drainage easement to AK Preservation Spruce Limited Partnership "Grantee."

PART II. ADMINISTRATION. All communications about this easement 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.

Grantor/City:
Attn: Lands and Resources Manager
City and Borough of Juneau
155 S. Seward Street
Juneau, Alaska 99801
Phone: (907) 586-5252; Fax: 907-586-5385

Grantee:
AK Preservation Spruce Limited Partnership
Attn: Greg Dunfield
520 Pike St Ste 1010
Seattle WA, 98101
Phone: 206-745-3699
Email: greg@gmddevelopment.com

PART III. DESCRIPTION. This easement is identified as the Sleepy Spruce Easement. The following appendices are attached and are considered a part of this agreement as well as anything incorporated by reference or attached to those appendices.

Appendix A: Easement Description & Additional Easement Provisions

PART IV. EXECUTION. The City and Grantee agree and sign below. This easement agreement is not effective until signed by the City.

Grantor: CITY & BOROUGH OF JUNEAU

Date: _____
By: _____
Duncan Rorie Watt
City & Borough Manager

Approved as to content, Lands & Resources By: _____
Approved as to form, Law Department By: _____

CITY ACKNOWLEDGEMENT	
STATE OF ALASKA	)
	) ss:
FIRST JUDICIAL DISTRICT	)
THIS IS TO CERTIFY that on the ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Duncan Rorie Watt to me known to be the identical individual described in and who executed the foregoing instrument as the CITY and BOROUGH MANAGER of the CITY AND BOROUGH OF JUNEAU, ALASKA, a municipal corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned. WITNESS my hand and official seal the day and year in the certificate first above written. (Seal) _____ Notary Public for the State of Alaska My Commission Expires:	

Grantee: AK Preservation Spruce Limited Partnership

Date:

By: _____
Greg Dunfield
AK Preservation Spruce Limited Partnership

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **GREGORY M. DUNFIELD** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Manager of AK GMD Spruce LLC, an Alaska limited liability company, which is the General Partner of **AK PRESERVATION SPRUCE LIMITED PARTNERSHIP**, an Alaskan limited partnership, that executed the within and foregoing instrument, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____, 2018

APPENDIX A: EASEMENT DESCRIPTION & SPECIFIC EASEMENT PROVISIONS

For the consideration herein, the parties agree to the following easement terms and conditions:

I. EASEMENT

Grantor hereby conveys, subject to existing rights, a non-exclusive drainage easement appurtenant across a fraction of U.S. Survey 1075 to Grantee for the benefit of Lot 3, Block 2, Salmon Creek Subdivision, according to Plat 82-18, Juneau Recording District, First Judicial District, State of Alaska. The easement is depicted in Attachment 1 and more particularly described as follows:

Beginning at the South most corner of Lot 3, Block 2, Salmon Creek Subdivision, Juneau Plat No. 82-18; thence along the southeast property line of said lot 3, N53° 23' 00" E 96.07; thence along a line perpendicular to the southeast property line of said lot 3, S36° 37' 00"E 18.00 feet; thence along a line parallel to the southeast property line of said lot 3, S53° 23'00" W 126.87 feet; thence N36° 37' 00" W 18.00 feet to the southeast property line of Lot 2, Block 2, Salmon Creek Subdivision; Juneau Plat No. 82-18; thence along the southeast property line of said Lot 2, N53° 23' 00" E 30.80 feet to the point of beginning and the terminus of this description.

II. AUTHORITY

This easement is entered into pursuant to the authority of the City and Borough of Juneau Code section 53.09.300 and Resolution No. 2815.

III. TERM

This easement shall be effective once signed by both parties. This easement runs with the land and is not transferable or severable from Lot 3, Block 2, Salmon Creek Subdivision, according to Plat 82-18, Juneau Recording District, First Judicial District, State of Alaska. However, the easement is revocable if the Grantee, or its successors and assigns, use the easement for purposes other than described in this instrument or if the Grantee, or its successors and assigns, abandons the easement for a period of more than five years. The City shall provide Grantee written notice of revocation 30 days prior.

IV. AUTHORIZED USE

The easement is for the sole purpose of constructing, using, and maintaining drainage from the Grantee' property located on Lot 3, Block 2, Salmon Creek Subdivision, according to Plat 82-18, through and across Grantor's property located on a fraction of U.S. Survey 1075, all in Juneau Recording District, First Judicial District, State of Alaska.

V. ADDITIONAL PROVISIONS

(a) Non-Exclusivity. This easement is not exclusive. The City may grant other overlapping easements or uses.

(b) Construction and Maintenance. Grantee is responsible for any and all drainage construction, reconstruction, use, maintenance, repairs, replacement, removal and similar drainage related tasks within the easement area.

(c) Pedestrian Access. The City reserves for the benefit of the public pedestrian access through, along, and across the easement.

(d) Permitting. The Grantee shall obtain all authorizations and permits required, if any.

(e) Survey. A survey is attached as Attachment 1. Upon making any changes or additions to such improvements, the Grantee shall provide the City with as-built drawings showing such changes or additions.

(f) Hold Harmless. Grantee agrees to defend, indemnify, and save City, its officers, employees, agents, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the construction, use, occupancy and/or maintenance of the easement. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgment, or verdict, and includes the award of any attorneys fees even if in excess of the fees authorized by Alaska Civil Rule 82. The obligations of Grantee arise immediately upon notice to the City of any action, claim, or lawsuit. City shall notify Grantee in a timely manner of the need for defense or indemnification, but such notice is not a condition precedent to Grantee' obligations and may be waived where the Grantee has actual notice. This agreement applies, and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against City.

(i) Successors and Assigns. The benefit of this easement runs with the land, Lot 3, Block 2, Salmon Creek Subdivision, according to Plat 82-18 and is binding upon grantees, heirs, assigns, and successors-in-interests of Grantee. The easement is not transferable or assignable separately.

(j) Governing Law. The laws of the State of Alaska shall govern this agreement. The venue for any proceedings brought by either party to enforce the terms of this agreement shall be in the First Judicial District at Juneau, Alaska.

(k) Integration and Modification. This agreement, including all appendices, exhibits, and references, constitutes the entire agreement between parties. Any modification, amendment, or waiver of any provisions of this agreement shall not be effective, unless it is mutually agreed to in writing and signed by both parties.

--End of Sleepy Spruce Drainage Easement Agreement---

Attachment 1

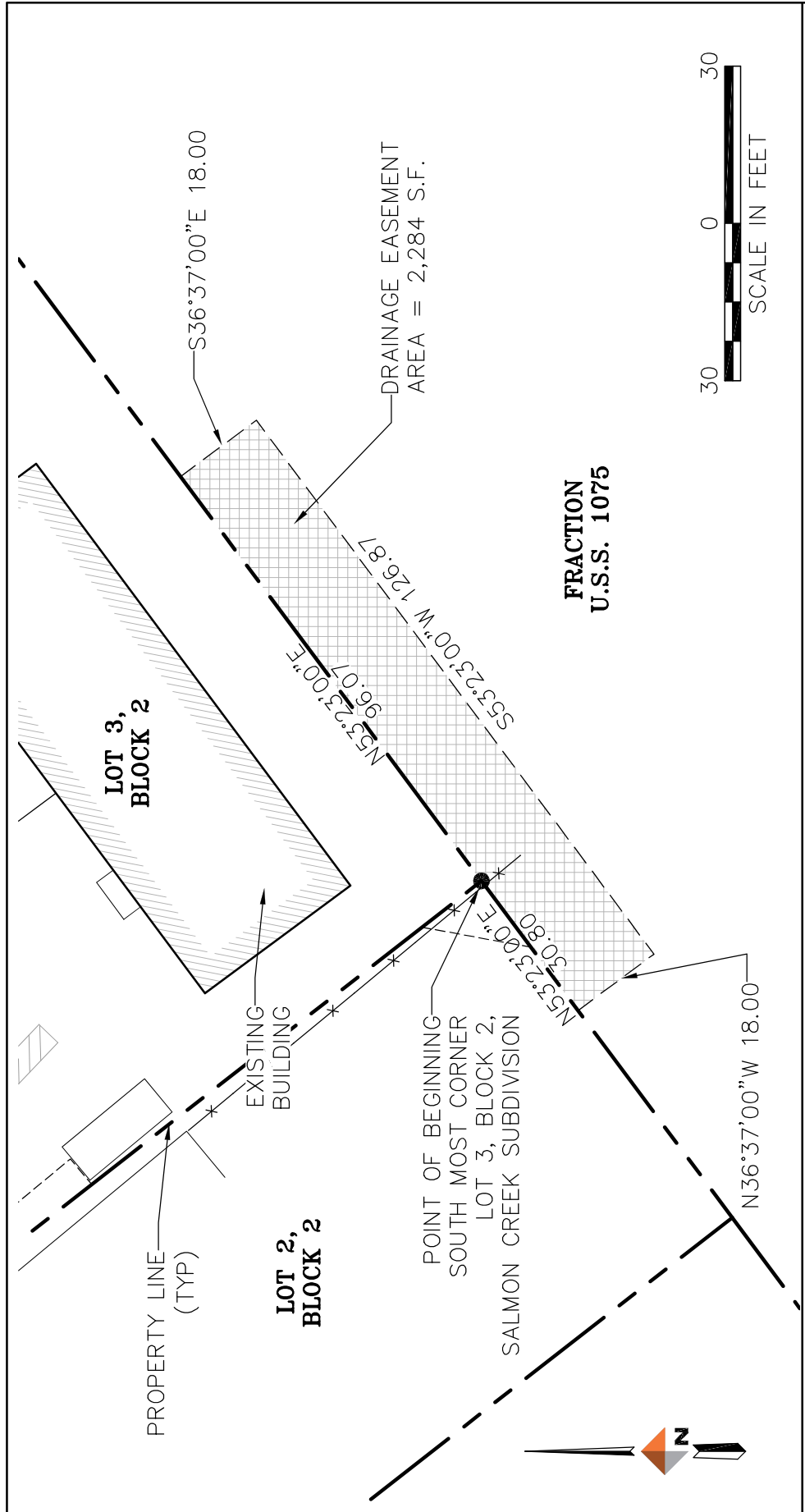


EXHIBIT 'A'

DRAINAGE EASEMENT

FRACTION U.S. SURVEY No. 1075

JUNEAU, ALASKA

AECL848

CIVIL ENGINEERING—LAND SURVEYING—CONSTRUCTION ADMINISTRATION

5368 COMMERCIAL BOULEVARD, JUNEAU ALASKA 907-780-3533

SCALE: 1"=30'

DATE: JUNE 2017

PROJECT NO: 70755

SHEET NO: 1 OF 1

Attachment 1

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

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2822

A Resolution Ratifying the Economic Terms Tentative Agreement Between the City and Borough and the Marine Engineers Beneficial Association, and Applying those Terms to Non-represented Employees.

WHEREAS, the negotiating team representing the City and Borough has reached a tentative agreement on the fiscal year 2019 economic articles with the negotiating team representing the Marine Engineers Beneficial Association (AFL-CIO), in the Southeast Alaska General Government Unit Number 1; and

WHEREAS, the union representing those bargaining unit employees has reported that such employees do not need to ratify this tentative agreement because this is solely an economic terms reopener; and

WHEREAS, CBJ 44.10.120 requires that the agreement be presented to the Assembly for ratification by resolution; and

WHEREAS, the economic terms include a two percent increase to the pay schedule in fiscal year 2019; and

WHEREAS, this economic term also applies to non-represented employees of the City and Borough of Juneau; and

WHEREAS, this term and condition of employment is in keeping with previous Assembly direction.

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

Section 1. That the Labor Agreement, valid for a three-year period beginning July 1, 2016 through June 30, 2019, between the City and Borough and the Marine Engineers Beneficial Association (AFL-CIO), Southeast Alaska General Government Unit Number 1, be amended in accordance with the tentative agreement and is hereby ratified by the Assembly. That the two percent increase to the pay schedule in fiscal year 2019 also apply to non-represented employees of the City and Borough of Juneau.

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

Adopted this _____ day of _____, 2018.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk



**HUMAN RESOURCES & RISK
MANAGEMENT DEPARTMENT**

107 Municipal Way, Room 101
Phone: (907)586-0225 Fax: (907)586-5392
e-mail: dallas.hargrave@juneau.org

MEMORANDUM

Date: March 27, 2018

To: City Assembly

Thru: Duncan Rorie Watt
City Manager

From: Dallas Hargrave
Human Resources & Risk Management Director

Re: Request for Ratification of MEBA Tentative Agreement on Contract Reopener and to Apply Terms to Unrepresented Employees.

The City and Borough of Juneau and the Marine Engineers Beneficial Association (MEBA) reached tentative agreement on a three-year collective bargaining agreement on July 19, 2016. The contract took effect on July 1, 2016 and will conclude on June 30, 2019. The collective bargaining agreement provided that either party may request to reopen economic terms for FY2019. On March 19, 2018, the parties reached a tentative agreement on economic terms for FY2019. Because there is already a three-year agreement that has been ratified by MEBA, the tentative agreement on economic terms does not need to go to their membership for a vote.

With this request to ratify the MEBA economic terms reopener, we are also requesting that the Assembly approve the same terms for unrepresented CBJ employees.

Economic Changes:

Wages and Pay:

The parties agreed to a two percent increase to the pay schedule. It is estimated that the total cost of this increase in FY19 for both MEBA and unrepresented employees is \$763,000. Eaglecrest positions are excluded. Because the two percent increase is applied to the pay schedule, it is anticipated that there will be ongoing costs in future fiscal years, unless a different agreement is negotiated.

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Unrepresented Employees
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Estimated FY19 cost by department for both MEBA and unrepresented employees (including benefits):

Department	Amount (\$)
Administration	28,000
Clerk	6,000
Community Development	43,000
Finance	81,000
Human Resources	11,000
MIS	32,000
Law	27,000
Libraries	40,000
Engineering	43,000
Assembly	2,000
Capital Transit	60,000
Police	34,000
Parks & Rec	82,000
Streets	39,000
Fire	20,000
Total General Government	548,000
Aquatics	24,000
Lands	7,000
Water	20,000
Waste Water	49,000
Harbors	20,000
Docks	19,000
Airport	52,000
Waste Management	4,000
Fleet	11,000
Risk	9,000
Total Non-Governmental	215,000
Grand Total	\$763,000

Health Insurance

FY19: For both MEBA and unrepresented employees there will be no increase to the employer's contribution for health care from the FY18 rate of \$1260 per full time eligible employee, per month.

Operational Changes:

Because this reopener was only on economic terms, there were no operational changes agreed to.

Conclusion:

Overall contract negotiations on economic terms for FY2019 went quickly and smoothly. Carl Uchytel, Patty Wahto, Robert Barr, Ed Foster, and Shannon McCain participated on the bargaining team.

Request for Action:

The overall financial package is in line with previous briefings to the Assembly. We respectfully request that the Assembly approve the terms of this economic terms reopener, including similar terms for unrepresented employees.

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ARTICLE 9

LEAVE

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9.1 – Accrual Rates

- (a) Permanent and probationary employees assigned to a 37.5 hour work week shall accrue personal leave at the rate of:
 - (1) Six and one tenth hours for each full biweekly period of work for employees with less than one year of service;
 - (2) Seven hours for each full biweekly period of work for employees with one but less than two years of service;
 - (3) Seven and eight tenths hours for each full biweekly period of work for employees with two but less than five years of service;
 - (4) Eight and seven tenths hours for each full biweekly period of work for employees with five but less than ten years of service;
 - (5) Ten and four tenths hours for each full biweekly period of work for employees with ten years or more of service.
- (b) Permanent and probationary employees assigned to a 40 hour work week shall accrue personal leave at the rate of:
 - (1) Six and five tenth hours for each full biweekly period or work for employees with less than one year of service;
 - (2) Seven and four tenths hours for each full biweekly period or work for employees with one but less than two years or service;
 - (3) Eight and three tenths hours for each full biweekly period of work for employees with two but less than five years of service;
 - (4) Nine and three tenths hours for each full biweekly period of work for employees with five but less than ten years of service;
 - (5) Eleven and one tenth hours for each full biweekly period of work for employees with ten or more years of service.
- (c) Additional Accrual. The following permanent and probationary employees shall accrue an additional day of personal leave for each full month in pay status in addition to the accrual provided for in this section:

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Employees at the Juneau-Douglas Wastewater Treatment Plant who are employed as operators, mechanics and laborers;
Employees at the Mendenhall Wastewater Treatment Plant who are employed as operators, mechanics and laborers;

The purpose of this section is to compensate the above-listed positions which do not receive additional pay or time off for holidays - see Article 10, Section 3.

An employee who does not use the additional personal leave by the last day of the last full pay period ending in November, shall be paid for the unused portion at the employee's regular rate of pay. When payment is made, such leave will be deducted from the employee's leave balance. For purposes of this section, an additional day of leave per month equates to 3.5 hours of leave each biweekly pay period for an employee who regularly works 37.5 hours per week; and 3.7 hours of leave each biweekly pay period for an employee who works 40 hours or more per week.

9.2 – Unauthorized Leave

There is no accrual of leave for any pay period during which an employee is absent without approved leave. This includes, but is not limited to periods of unauthorized leave without pay and disciplinary leave without pay.

9.3 – Leave Anniversary Date

Changes in the rate of accrual as provided in Section 1 shall take effect on the first day of the pay period immediately following the date on which the employee completes the prescribed period of service. This date shall be referred to as the leave anniversary date.

9.4 – Part Time Employees

Employees working less than 15 hours per week do not accrue leave. Permanent and probationary employees working 15 hours or more, but less than 37.5 hours per week, shall accrue leave on a pro-rated basis according to a schedule established by the Human Resources & Risk Management Director.

9.5 – Minimum Use

Each employee shall take not less than one third of the leave accrued during the period beginning with the first day of the first pay period in January and ending with the last day of the pay period occurring fifty-two weeks later.

An employee shall be exempt from the minimum use requirement to the extent that such use would cause the employee's personal leave balance to be less than thirty days. Cash in and transfer of leave is not counted towards minimum leave use.

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9.6 – Maximum Accrual

Leave accrued but not used shall accumulate to a maximum of not more than one hundred and fifty days on the first day of the first pay period in January.

Leave in excess of one hundred and fifty days shall be converted to medical leave and credited to the employee's medical leave bank.

One hundred and fifty days equates to 1125 hours for an employee working 37.5 hours per week and 1200 hours for an employee working 40 hours per week.

9.7 – Scheduling Leave

It is a mutual responsibility of the employee and the supervisor to schedule leave so that an employee has the opportunity to take the required minimum amount of leave and any leave that will exceed the one hundred and fifty day maximum accrual beginning with the first full pay period in January and ending with the last day of the pay period occurring fifty-two weeks later.

9.8 – Required Taking of Leave

The department director may at any time direct an employee to take accrued leave when such action is necessary to assure that the employee takes the minimum use required; or, that the leave which the employee is directed to take will be in excess of the one hundred and fifty days of maximum leave the employee is permitted to carry beyond the first day of the first pay period in January.

9.9 – Transfer of Leave

The Manager shall allow an employee to transfer leave to another person under the following conditions:

- (a) The recipient must either be:
 - (i) an employee who is absent for a family/medical leave reason and is on leave without pay and not retaining personal leave for use upon return from FMLA, or
 - (ii) a family member of a deceased employee, or
 - (iii) an employee who is absent due to the death of an immediate family member and is on Leave Without Pay. Immediate family member shall be defined in accordance with 20 PR 005 (21).
- (b) The donor employee shall have a remaining personal leave balance of not less than twelve days.

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- (c) The donation is restricted to a maximum of thirty days or fifty percent of the employee's accrued personal leave, whichever is less.

Thirty days equates to 225 hours for an employee working 37.5 hours per week and 240 hours for an employee working 40 hours per week. Twelve days equates to 90 hours for an employee working 37.5 hours per weeks and 96 hours for an employee working 40 hours per week.

All future rights to compensation for such transferred leave used by the recipient are waived by the donor. Unused donated leave shall be returned to the donor.

Personal leave donated for use by another employee shall not be credited toward the donor's minimum leave use requirement.

Personal leave donated to another employee shall be given a cash value by multiplying the number of hours donated by the regular pay rate of the donor. This cash value shall then be divided by the regular hourly rate of the recipient and the recipient's medical leave bank shall be credited with that number of hours which are a result of the calculations.

Medical leave shall not be transferred to personal leave or be credited to any employee other than the employee who earned such leave. If the provisions of this Section increase the tax liability of any individual other than the recipient of the donation, this Section will be void and the parties shall meet immediately for the purposes of negotiating a replacement.

9.10 – Scheduled Use of Personal Leave

An employee may take personal leave at any time that business permits with the prior approval of the department director or the employee's supervisor who will make a good faith effort to respond in a timely manner.

9.11 – Unscheduled Use of Personal Leave

An employee may take personal leave for medical reasons when the employee's department director or supervisor is satisfied that the employee is sick or disabled to the extent that the employee cannot attend to the employee's regular duties. The employee shall promptly notify the relevant supervisor or department director when taking unscheduled personal leave.

An employee shall take personal leave for medical reasons when the employee's presence on the job would jeopardize the health of the employee or fellow employees.

An employee may take personal leave for medical reasons when illness or disability of a member of the employee's immediate family requires the attendance of the employee. For the purpose of this section, "immediate family" is defined as spouse (as defined in

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the Family/Medical Leave Policy), child, father, mother, sister or brother in full, half, step or foster relation; mother-in-law and father-in-law, grandparents and grandchildren.

An employee may take up to ten days of unscheduled personal leave because of the death of a member of the employee's immediate family.

A department director may require a physician's statement or other acceptable proof that an employee's condition meets the requirements of this section before authorizing the use of personal leave.

9.12 – Taking of Banked Medical Leave

An employee who has banked medical leave may take such leave only when one of the following conditions exists:

- (a) The employee has no accrued personal leave and the employee is sick or disabled to the extent that the employee cannot attend to the employee's regular duties.
- (b) The employee has no accrued personal leave and the illness or disability of a member of the employee's immediate family requires the attendance of the employee.
- (c) The employee has a medical disability exceeding one working day. In such instances the use of banked medical leave begins on the second day of absence.
- (d) The employee's absence is due to an on-the-job injury with the Employer which qualifies as a workers' compensation claim to the extent that the employee's absence is not covered by workers' compensation.

A department director may require a physician's statement or other acceptable proof that an employee's condition meets the requirements of this section before authorizing the use of banked medical leave.

9.13 – Effect of Workers' Compensation

Workers' compensation payments shall be deducted from any personal leave or medical leave payments made to an employee so that the total compensation received by the employee does not exceed that employee's regular salary. In such instances the amount of leave charged the employee shall be reduced to equal the leave compensation paid.

9.14 – Leave Without Pay

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- (a) An employee may be granted leave without pay provided the granting of leave without pay does not cause any hardships to the CBJ beyond the benefits to be gained by granting leave.
- (b) An employee who is paid a salary may not be charged leave without pay for less than a full day increment.
- (c) An employee who is paid a salary and who has no accrued personal leave will be advanced personal leave in increments of less than one day to prevent being charged leave without pay for less than one day.
- (d) The maximum personal leave indebtedness for an employee who is paid a salary is two days.
- (e) Leave without pay in excess of twenty days in a calendar year must be approved by the Manager unless it is for a reason related to Family/Medical Leave. For employees of the Docks & Harbors Department, leave without pay in excess of twenty days in a calendar year must be approved by the Port Director unless it is for a reason related to Family/Medical Leave.
- (f) An employee who has been employed for the previous 26 weeks and has no accrued personal leave will be granted leave without pay for Family/Medical Leave reasons. (See Section 15.)

9.15 – Family/Medical Leave

Appendix A shall incorporate the Family Medical Leave policy in effect on the effective date of this contract.

9.16 – Cancellation of Leave

CBJ retains the right to cancel pre-approved leave when circumstances require such cancellation.

9.17 – Effect of Leave Without Pay

During any pay period that an employee is charged with leave without pay, that employee shall accrue personal leave and other benefits on a prorated basis the same as a part time employee.

The leave anniversary date and the merit anniversary date of an employee shall be set forward one pay period for each leave of absence without pay covering a full pay period and for each accumulation of ten days of leave without pay in any calendar year.

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9.18 – Court Leave

An employee who is called to serve as a juror or subpoenaed as a witness to testify concerning matters within the scope of employment shall be entitled to court leave.

An employee on authorized court leave shall give the Employer all monies received from the court as compensation for services and the employee shall be paid at the employee's regular rate of pay while on court leave. The employee will be paid court leave on the employee's regularly scheduled workdays for the time the employee's presence is required by the court or the length of the shift, whichever is less.

Court leave shall be supported by written documents such as the subpoena or the Court Clerk's Statement of Attendance.

9.19 – Military and Emergency Service Leave

A permanent or probationary employee shall be entitled to a military leave of absence without pay to serve in the Armed Forces of the United States and shall be entitled to the re-employment benefits granted under the Uniformed Services Employment and Reemployment Rights Act as amended.

An employee who is a member of a reserve component of the United States Armed Forces is entitled to a leave of absence without loss of pay for that time during which he or she is ordered to training duty, as distinguished from active duty.

An Employee who is an auxiliary member of a component of the United States Armed Forces or an emergency services organization of the Employer may be granted military leave without loss of pay when under direct military control in the performance of search and rescue missions; or, responding to an emergency call under the control of the Employer. The total amount of paid military and emergency service leave for an employee may not exceed sixteen and one half days in any one calendar year. Sixteen and one half days equates to 123.8 hours for an employee working 37.5 hours per week and 132 hours for an employee working 40 hours per week.

9.20 – Personal Leave on Separation

An employee who is separated from employment shall receive within thirty days of separation leave in the form of a lump sum payment for the number of hours of accrued personal leave credited to the employee at time of separation.

If a separated employee is reemployed prior to the expiration of the number of working hours paid as leave on separation for that employee shall refund an amount equal to the compensation covering the period between the date of re-employment and the expiration of said leave. The leave represented by such refund shall be re-credited to the employee.

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9.21 – Banked Medical Leave on Separation

All banked medical leave shall be canceled on separation and the employee may not receive any credit or compensation for such cancelled leave.

9.22 – Parent-Teacher Conference Leave

A parent or guardian of a student enrolled in a school or a licensed day care facility within the City and Borough may apply for a maximum of 1.5 hours leave to attend a conference with that child's teacher. Such leave will be without loss of pay, and may be granted no more than twice in a single school year to the same employee for conference regarding the same child. A supervisor may grant parent-teacher conference leave only in advance upon written request of the employee including the date and time of the conference and the finding by the supervisor that the leave can be accommodated without imposing added cost or inefficiencies in the work place. Supervisors shall make every reasonable effort to accommodate parent-teacher conference leave.

9.23 – Personal Leave Cash In

(A) An employee may cash in personal leave if the following requirements are met:

- 1) the employee's leave balance after the cash-in is not less than 21 days;
- 2) the leave cash-in does not exceed the equivalent of 15 work days per calendar year; and
- 3) the leave cash-in request is for a minimum of 5 days.

(B) 21 days is equal to:

- 1) 157.5 hours for an employee assigned to a 37.5 hour work week
- 2) 168 hours for an employee assigned to a 40 hour work week
- 3) 236 hours for an employee assigned to a 24/48 hour duty cycle

(C) 15 days is equal to:

- 1) 112.5 hours for an employee assigned to a 37.5 hour work week
- 2) 120 hours for an employee assigned to a 40 hour work week
- 3) 168 hours for an employee assigned to a 24/48 hour duty cycle

(D) Administration.

- (1) Application for personal leave cash-in shall be made in writing to the Payroll Supervisor.
- (2) Leave cash-in will be included in the employee's regular payroll check.
- (3) A request for leave cash-in must be received no later than the last Friday of the pay period if the leave cash in is to be included in the paycheck for that pay period.

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- (4) The equivalencies established in subsection (a) shall be proportionately reduced for an employee assigned to work less than a full time schedule.
- (5) The personal leave cash-in does not count toward minimum leave use requirements.

(E) An employee may cash in personal leave as necessary and without regard to the limitations in subsection (A) in order to purchase health insurance through the employer while on leave without pay.

9.24 Seasonal Leave

(A) A seasonal employee will receive the cash value of his or her personal or annual leave at the end of the season and be placed in leave without pay status until the work season resumes except that,

(B) A seasonal employee may retain a personal or annual leave balance not to exceed 160 hours if the employee so requests prior to the end of the work season.

9.25 – Personnel Rule 11 Superseded

This Article hereby replaces Personnel Rule 11 on Leave in its entirety.

ARTICLE 11

PAY RATES AND PAY DAYS

11.1 – Pay Schedule

The pay schedule appearing at Appendix B will cover all bargaining unit employees. Effective on the first full pay period following July 1, 2018, the pay schedule shall increase by 2%.

~~All bargaining unit members in positions classified as permanent, excluding seasonal, and whose regular work schedule is 37.5 hours per week or more, and who are employed on July 1, 2017 shall receive a lump sum payment in the amount of nine hundred and fifty dollars (\$950) on the payday of the first full pay period following July 1, 2017.~~

~~All bargaining unit members in positions classified as permanent seasonal or part time, who are employed on July 1, 2017 shall receive a lump sum payment adjustment in the amount of nine hundred and fifty dollars (\$950) pro-rated based upon hours worked in FY2017. The minimum amount of the pro-rated lump sum payment shall be four hundred and seventy-five dollars (\$475). The pro-rated lump sum payment shall be paid on the payday of the first full pay period following July 1, 2017.~~

11.2 – Merit Steps

(A) The merit anniversary date of a probationary employee appointed is the first day of the regular pay period following completion of the probationary period. In order to complete probation and achieve permanent status, a performance evaluation with an overall rating of "Acceptable" or better must be completed by the employee's supervisor or designee.

(B) The merit anniversary date of a full time employee shall be advanced one pay period for each 10 days of leave without pay.

(C) Steps 2 through 13 in the pay schedule recognize merit. A merit increase of 1 step in the pay range is given to a permanent employee who receives an overall performance rating of "acceptable" or better. Such increase is due when the employee establishes a merit anniversary date in accordance with 11.2 (A) and on the employee's merit anniversary date thereafter according to the following schedule:

- (1) Steps 2 through 6: 1 year of service. One year of service is defined as 1,950 hours in pay status or twelve months of continuous service, whichever is greater.

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(2) Steps 6 through 13: 2 years of service. Two years of service is defined as 3,900 hours in pay status or 24 months of continuous service, whichever is greater.

(3) For the purpose of implementing steps "11" through "13", any employee who has served at least two years at "10" step shall move to "11" step on July 30, 2012. Such employees shall be eligible to move to "12" step on their established merit anniversary date subsequent to serving two years at "11" step.

(4) Effective on the first day of the first pay period on or after July 1, 2013, increments between steps "7" through "13" shall be adjusted. Employees shall be placed on the new schedule in the following manner.

Old Step	New Step	Next MAD Advancement
Step "J"	Step "7"	MAD +1 year
Step "K"	Step "7"	next MAD
Step "L"	Step "8"	MAD + 1 year
Step "M"	Step "8"	next MAD
Step "N"	Step "9"	MAD + 1 year
Step "O"	Step "9"	next MAD

(D) The City Manager may grant an additional merit increase or advance the merit anniversary date by twelve months to an employee who receives an overall performance rating of "outstanding", and where other exceptional circumstances exist.

(E) A merit increase shall be automatically granted to a permanent employee on the employee's merit anniversary date unless the employee has been notified in writing that a merit increase has not been earned.

11.3 – Overtime Rate of Pay

The overtime rate of pay is one and one-half times an employee's normal hourly rate as provided for in Section 1 of this Article. There is no overtime rate of pay for employees paid on a salary basis.

11.4 – Overtime Defined

This section does not apply to employees paid on a salary basis.

- (a) Employees whose work schedule is eight hours or less per day will be paid at the overtime rate of pay for all work in excess of eight hours in a day.
- (b) Employees whose work schedule is more than eight hours per day will be paid at the overtime rate of pay for all work in excess of ten hours a day.

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- (c) All work on a holiday as defined in Article 10 shall be paid at the overtime rate of pay unless the holiday has been compensated for by an alternate day off or by increased personal leave credit.
- (d) An employee who has a scheduled lunch break and is required to work an entire shift of not less than seven and one half hours without the scheduled lunch break shall be paid at the overtime rate for the lunch break.
- (e) All hours worked in excess of 40 hours in a week, excluding those hours already paid at the overtime rate, shall be paid at the employee's overtime rate of pay.
- (f) Overtime shall be paid in not less than one tenth (0.1) of an hour increments.
- (g) Show-up compensation and standby duty are not creditable work hours.
- (h) If an operational emergency causes an employee to work for a period of time such that the employee is unable to achieve sufficient rest before the start of a scheduled shift, a department director is authorized to grant the employee up to eight hours of administrative leave so that the employee receives sufficient rest before reporting to work. A new work day or new work week shall not cause an Employee who has not had a sufficient rest period to lose overtime eligibility. "Sufficient rest" is generally defined as eight hours away from work.

11.5 – Work on Sixth and Seventh Day

This section does not apply to employees paid on a salary basis.

An employee who works five consecutive days of not less than 7.5 hours each day will be paid the overtime rate for all work on the sixth consecutive day.

An employee who works six consecutive days of not less than 7.5 hours each day will be paid the overtime rate for all work on the seventh consecutive day.

All work on the eighth consecutive day will be considered as day one and will be paid at the regular rate unless otherwise provided for within this Agreement.

Scheduled work on the sixth or seventh consecutive day will be for a minimum of two hours duty and pay.

11.6 – Call Out

This section does not apply to employees paid on a salary basis and does not apply to employees whose regular work schedule is less than 37.5 hours per week.

(A) Work that requires the employee to report to a worksite.

(1) In scheduling extra duty, excluding extension of the employee's regular shift, the Employer shall notify the employee not less than twenty-four hours prior to the

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commencement of the extra duty. If less than twenty-four hours notice is given the extra duty shall be treated as "call out".

(2) The minimum call out compensation for the employee on stand-by duty shall be two (2) hours. The minimum call out compensation for the employee not on stand-by duty shall be two and one half (2 ½) hours. It is understood that employee not on stand-by but called out for work shall receive the additional ½ hours pay in addition to any hours worked beyond the minimum call out pay requirement.

(3) All compensation for call out shall be at one and one half (1 ½) times the employee's regular hour rate of pay.

(4) The call out period shall begin when an employee:

- (a) reports to the employer's facility where work is to be performed, or
- (b) reports to the actual location where the work is to be performed if that work is not at the employer's facility, or
- (c) enters the employer's vehicle to travel to the work location, whichever occurs first.

(5) The call out period shall end when the employee completes the work associated with the call out, or arrives at his or her residence if assigned to drive the employer's vehicle, whichever occurs last.

(6) Stand-by pay ceases while an employee is being compensated for call out.

(7) When an employee is called out to duty two hours or less before the start of their shift, minimum call out shall apply regardless of actual hours worked.

(8) When an employee is called out to duty and less than two hours of actual work is performed, the difference between the actual time worked and the two hour minimum compensation shall be recorded as show-up compensation.

(B) Work performed on the telephone from home

(1) When an overtime eligible employee receives a phone call at home that requires substantive engagement, the employee shall be compensated at the appropriate rate of pay. For the purposes of this provision "substantive engagement" is defined as providing information to assist another employee in accomplishing that employee's work assignment. "Substantive engagement" does not mean responding to a telephone call regarding the employee's availability to work, an attempt to locate CBJ property, or some other inquiry that is quickly answered.

(2) The employee shall be compensated for actual time worked, but no less than thirty (30) minutes. If an employee receives additional phone calls within the thirty (30) minute time frame, but does not work beyond thirty (30) minutes from the time the initial

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telephone call was received, no additional pay will be warranted. If additional phone calls are received beyond the thirty (30) minute time frame, a new thirty (30) minute window will begin. In no case will an employee be compensated more than two (2) hours pay per day for responding to telephone calls from home, unless time actually worked is in excess of two (2) hours.

11.7 – Payment of Overtime

Authorized overtime due and payable to an employee shall be paid as wages or compensatory time.

The preferred manner of payment shall be as wages. The department director will consider an employee's request to have overtime credited as compensatory time. An employee may be credited with compensatory time when the department director finds that the crediting of compensatory time will not result in any increased personal service hours or disruption to the employer's operations.

No compensatory time other than that earned during pay periods starting between November 12 through December 31 may remain credited to the account of any employee after the first day of the first pay period starting in January.

The Employer shall pay an employee at the employee's regular rate of pay for all time that is deducted from an employee's compensatory time account.

An employees credited compensatory time may not exceed 100 hours at the beginning of any pay period. If an employee's earned overtime posted as compensatory time at the conclusion of a pay period would cause the maximum to be exceeded, all such excess hours shall be paid as overtime wages.

Compensatory time may be taken with the prior approval of the supervisor and when the absence will not cause the Employer any additional personal service hours. An employee may use compensatory time in lieu of personal leave as long as the scheduling is approved.

11.8 – Shift Differentials

This section does not apply to employees paid on a salary basis.

Employees who are assigned to work swing, graveyard or weekend shifts, are eligible for shift differentials:

- (a) One dollar and fifty (\$1.50) per hour for each hour of duty between the hours of 4:00 p.m. and midnight,
- (b) Two dollars (\$2.00) per hour for each hour of duty between the hours of midnight and 8:00 a.m.

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- (c) Only those employees whose work schedule includes in excess of two hours between the hours of 4:00 p.m. and 8:00 a.m. are eligible for swing or graveyard shift differentials
- (d) Two dollars (\$2.00) per hour for each hour of duty between the hours of midnight and 11:59 p.m. on Saturday or Sunday. Employees receiving weekend shift differential shall not be eligible for swing or graveyard differential in addition to the weekend differential.

Periods worked of less than one hour shall be paid in not less than one tenth (0.1) of an hour increments.

11.9 – Standby Pay

This section does not apply to employees paid on a salary basis.

When the Employer assigns an employee to standby duty, that employee shall be paid three dollars and fifty cents (\$3.50) for each hour of standby duty. Employees required to monitor and respond promptly to a pager or cell phone during non-working hours are on standby duty. If called out, the employee will be paid at the appropriate overtime rates and standby pay will cease. Standby duty is not credited to an employee for purposes of determining overtime eligibility.

Effective with the first pay period on or after July 1, 2014, the rate of pay for standby duty shall increase to \$4.00.

Periods worked of less than one hour shall be paid in not less than one tenth (0.1) of an hour increments.

11.10 – Temporary Lead Worker Pay

This section does not apply to employees paid on a salary basis.

When two or more Bargaining Unit members in the same pay range are assigned to work on a job site without an assigned supervisor, the Employer may designate in writing one of the employees as a Temporary Lead worker. It will be that employee's responsibility to direct the work. For said period of time, the Lead Worker shall be paid one dollar (\$1.00) per hour in addition to the employee's regular hourly rate.

Periods worked of less than one hour shall be paid in not less than one tenth (0.1) of an hour increments.

11.10B – Temporary Supervision Pay

This section does not apply to employees paid on a salary basis, employees whose position description includes responsibility for assuming the duties of the supervisory position, or employees who assume the duties of a supervisory position to fulfill the licensing requirements of a state or federal law.

CBJ Proposal 3/19/18

When two or more Bargaining Unit members are assigned to a work function while the supervisor is not available for a short period of time (more than one work day and up to two pay periods), the Employer may designate in writing one of the employees as Temporary Supervisor. It will be that Employee's responsibility to direct the work in order to continue to fulfill the function. For said period of time, the Temporary Supervisor shall be paid one dollar and twenty cents (\$1.20) per hour in addition to the Employee's regular hourly rate.

11.11 – Compensation for Working Out of Class**A. Regular Compensation for Working in a Higher Level Job class**

- (1) When an employee is assigned the responsibilities of a higher-level position for a period of two weeks or more, the Employer shall pay the employee according to the pay range allocation of the higher level position. The assignment detailing the higher-level responsibilities must be made in writing prior to the beginning of the assignment.
- (2) Step placement in the higher pay range shall not be less than a two step increase in the lower range. If the employee is at a step "M" of the lower range, the increase may not be less than the difference between step "L" and step "M" of the lower range.
- (3) An employee is not eligible for payment at the higher level job class rate of pay for hours on regular pay status but not worked (e.g., vacation or holidays); however, such hours shall not be deemed to have interrupted a continuous out-of-class assignment.

B. Overtime Compensation for Working Out of Class

- (1) An hourly employee who works in a higher level job class in what is normally a salaried position shall remain an hourly employee for the duration of the higher level assignment;
- (2) A salaried employee who receives authorization to work out of class in an hourly position and who works the majority of his or her workday performing duties that are normally compensated at an hourly rate of pay shall be paid at one and one half (1 ½) times the employee's hourly rate of pay for hours worked beyond his or her regularly scheduled shift hours on that day.

11.12 – Training Time

CBJ Proposal 3/19/18

An employee paid an hourly rate shall be compensated for scheduled training time that is required by the Employer. This section does not apply to correspondence and self study time by the employees in an established apprenticeship program.

11.13 – Pay Day

All employees shall be paid biweekly. The Employer shall distribute paychecks by 3:00 each pay day. If the pay day is a recognized holiday, then pay day shall be on the last working day prior to the recognized holiday.

Employees whose regular days off fall on a pay day shall have their checks available by the close of business the day before pay day.

The Employer shall make available paychecks for employees working the graveyard shift by 8:00 a.m. on payday.

If an employee's paycheck is not available on the designated pay day, the Employer shall, at the request of the employee, issue an emergency check to meet the regular pay day requirements.

11.14 – Examination of Pay Records

The authorized Union Representatives shall have the right to examine all payroll records pertaining to employees. The Employer may require a prior appointment.

In those instances that a prior appointment is required, the Employer shall schedule the appointment for a time prior to the close of business of the work day following the day of the request.

11.15 – Personnel Rules Replaced

This Article replaces Sections 080, 095, 097, 098, 100, 105, 110, 115, 120, 125, 130, 135, 140 and 145 of Personnel Rule 10; and, Sections 005, 015, 020, 025 and 026 of Personnel Rule 18.

CBJ Proposal 3/19/18

ARTICLE 23**HEALTH BENEFITS AND EMPLOYEE WELLNESS****23.1 – Employer Contribution**

The employer shall continue to provide a tiered benefits program for the provision of health insurance. Eligible employees shall pay, by payroll deduction, any difference between the Employer's contribution and the amount required to provide the coverage elected by the employee under the tiered benefits program, except that the employer shall cover the full premium contribution for the employee only economy plan.

- (1) Effective July 1, 2018~~7~~, the employer's contribution rate shall be \$1260.00 per month per full-time, eligible employee.
- (2) Changes to the employer's contribution rate shall be subject to the economic reopener outlined in Article 25.
- (3) Permanent part-time, eligible employees shall be provided the option of participating in the group insurance plan by paying a prorated portion of the benefit cost.

Employees who participate in the Healthy Rewards program will receive up to a \$50.00 per pay period reduction in their health insurance premium contribution rate. Participation will be tracked on a yearly basis and the premium reduction will be effective the next plan year.

Employees will have a period of twelve months to complete wellness requirements in order to qualify for the Healthy Rewards Program. It is anticipated that the participation period will run from June 1 through May 31st of any given plan year. The participation period is staggered to allow employees to qualify for the upcoming Healthy Rewards premium offset by the time open enrollment for the next plan year begins.

23.2 – Benefit Levels

- (A) The eligibility of the employees and their dependents for coverage and the precise benefits to be provided shall be as set forth in the three-tiered insurance benefit plan written and maintained by the City and Borough for that purpose.
- (B) The Employer shall provide written notice to the Union of changes to the level of health insurance benefits at least sixty (60) days prior to implementation.

23.3 – Termination of Benefits

- (A) When an employee goes into Leave Without Pay or leaves employment due to termination, resignation or lay off, health insurance coverage ends at 12:01 a.m. on the day following the last day of pay status.

CBJ Proposal 3/19/18

- (B) When an employee is on Leave Without Pay while on Family/Medical leave, the provisions of the Family/Medical Leave policy apply and the employee pays the contribution amount the same as if they were working.

23.4 – Cost Containment

The Union states and affirms that they will continue to work with the Employer to effectively contain health benefit costs through encouraging proper utilization of the program and continued support of the Wellness Program.

23.5 – Health Committee

The parties will participate in a city-wide Health Benefits Evaluation Committee, which will include a minimum of two (2) union members. ~~The parties will participate in a Health Committee, which will be made up of, at minimum, three members who are unrepresented employees, three from the Union, one from the Public Safety Employees Association, one from Bartlett Regional Hospital, and one administrative employee. The Committee will meet at least quarterly to review progress of cost containment efforts, review the administrative company's performance and offer suggestions regarding other options concerning employee health insurance. The Committee will develop checks and balances on plan adjustments to guarantee the relative cost and value of the tiers are maintained. This committee may also develop, implement and evaluate Wellness Program activities and services and review the effectiveness of the Employee Assistance Program. The Health Committee will review the health benefit costs at its quarterly meetings and make recommendations to the parties that address increased costs.~~

23.6 – Wellness Program

The employer shall pay not less than \$12.80 per full time employee per month to fund a Wellness Program.

23.7 – Personnel Rules Replaced

This Article replaces 18 PR 027 of the Personnel Rules.

MEMORANDUM

CITY/BOROUGH OF JUNEAU
155 SOUTH SEWARD STREET, JUNEAU ALASKA 99801

DATE: March 21, 2018

TO: Duncan Rorie Watt
City Manager

FROM: Renee Loree *Renee Loree*
Purchasing Officer

SUBJECT: **Recommendation to Award Bid No. 18-005
Term Contract for Roadway Painting**

Bids were opened on the subject project on March 20, 2018. Only one bid was received.

Bidder	Total Bid
Specialized Pavement Marking, Inc.	\$252,453.25

Buyer: Shelly Klawonn, Senior Buyer

Funding Source: 209720101-5390 – Streets Operations, Contractual Services
209720201-5390 – Marine Passenger Fees, Contractual Services

Commitment: \$135,000 per fiscal year for a term of three years, ending
December 31, 2021.

Per the submitted bid, the estimated cost is \$252,453.25 per fiscal year. Additional funding exceeding the estimate will come from account number 209720101-5390 – Streets Operations, Contractual Services, and \$5,000 is designated to 209720201-5390 - Marine Passenger Fees. This Term Contract will be in effect for three fiscal years, with annual renewals, terminating December 31, 2021.

With the concurrence of Ed Foster, Streets/Transit/Fleet Operations Superintendent II, the Purchasing Division recommends award to Specialized Pavement Marking, Inc. on the basis of having the lowest responsive and responsible bid price in the amount of \$252,453.25 based on Total Bid.

Approved: _____

Duncan Rorie Watt, City Manager

Date of Assembly Approval: _____





Port of Juneau

155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

POSTED/EMAILED
March 14, 2018

POSTING NOTICE

RFP No. : DH18-043
Professional Design Services for Downtown Waterfront Improvements

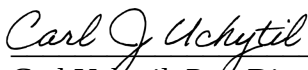
TO: Respondents to RFP DH18-043

This notice is to give results of proposal evaluations for the above referenced project. Proposals were received from two consultants: PND Engineers and Tetra Tech Alaska.

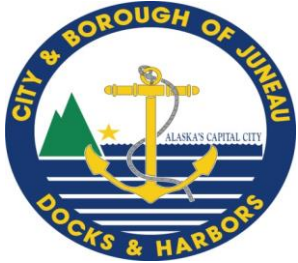
CBJ Docks and Harbors appreciates your participation in the subject RFP. Thank you for your interest.

The apparent successful proposer is PND Engineers.

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 Docks and Harbors at 907-586-0292.



Carl Uchytel, Port Director
CBJ Docks and Harbors



PROPOSAL EVALUATION SUMMARY

Project
RFP DH18-043 - Downtown Waterfront Improvements

Date: March 14, 2018

FIRM	Selection Committee Members												Rank Total	Raw Score
	Reviewer #1		Reviewer #2		Reviewer #3		Reviewer #4		Reviewer #5		Reviewer #6			
	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Score	Rank		
PND Engineers	203	1	204	1	195	1	182	1	-	-	-	-	4	784
Tetra Tech	186	2	180	2	180	2	176	2	-	-	-	-	8	722
													0	0
													0	0
													0	0

Note: The Proposer with the lowest composite numerical rank will be declared the apparent successful proposer. In a tie the highest raw score prevails.



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

February 23, 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	License Number:	4349
Licensee:	Fishbone, LLC		
Doing Business As:	Rockwell		

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

Form AB-17: 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 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:	Fishbone, LLC	License #:	4349
License Type:	Beverage Dispensary	Statute:	AS 04.11.090
Doing Business As:	Rockwell		
Premises Address:	117 S Franklin Street		
Local Governing Body:	City & Borough of Juneau		
Community Council:	None		

Mailing Address:	109 S Franklin St		
City:	Juneau	State:	AK
		ZIP:	99801

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:	Deborah Perry		
Contact Phone:	907 321 6125	Business Phone:	Same
Contact Email:	debbaryak@gmail.com		

Seasonal License? ☐ Yes ☒ No

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





Alaska Alcoholic Beverage Control Board

Form AB-17: 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

Form AB-17: 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 #:	10005518
-----------------------	----------

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.

DP

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:	NYT Inc				
Title(s):	Member/Manager	Phone:	907 321 6125	% Owned:	100%
Mailing Address:	113 S Franklin St				
City:	Juneau	State:	AK	ZIP:	99801

Entity Official Name:	Deborah Percy				
Title(s):	Affiliate	Phone:	907 321 6125	% Owned:	0
Mailing Address:	184 S Franklin				
City:	Juneau	State:	AK	ZIP:	99801

Entity Official Name:	Erik Emert				
Title(s):	Affiliate	Phone:	907 321 3483	% Owned:	0
Mailing Address:	184 S Franklin				
City:	Juneau	State:	AK	ZIP:	99801





Alaska Alcoholic Beverage Control Board

Form AB-17: 2018/2019 Renewal License Application**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 EducationThis section must be completed only by the holder of a beverage dispensary, club, or pub license or conditional contractor's permit. The holders of all other license types should skip to Section 8.

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

Form AB-17: 2018/2019 Renewal License Application

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.

DP

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.

DP

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.

DP

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.

DP

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.

Deborah Percy
Signature of licensee

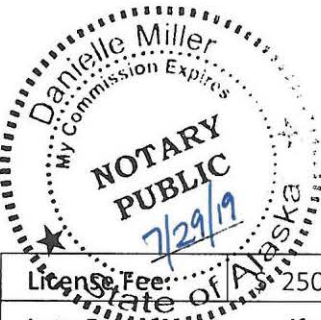
Deborah Percy
Printed name of licensee

[Signature]
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 07/29/2019

Subscribed and sworn to before me this 13th day of February, 2018.



License Fee	2500.00	Application Fee:	\$ 200.00	TOTAL:	\$ 2700.00
Late Fee of	- if received or postmarked after 01/02/2018:				500.00
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					\$ 3200.00

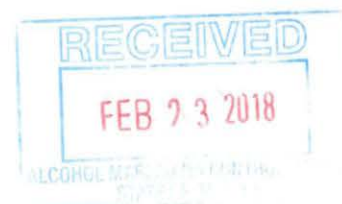


Beverage Dispensary License Number 4349
Renewal Application Supplement Section 6

Notice of Violation
AB16-235 3/21/2016
Failure to pay DEC permit.

This NOV is dated 3/21/2016. The attached receipt
show that DEC was paid on 2/29/2016, one month
prior to receiving the NOV.

Notice of Violation
AB16-0466 7/6/2016
Minor on Premise





Deb Barry <debbarryak@gmail.com>

Payment Receipt - Alaska DEC

1 message

dec.adec.userfees@alaska.gov <dec.adec.userfees@alaska.gov>
 To: rampprincess@yahoo.com, debbarryak@gmail.com

Mon, Feb 29, 2016 at 8:40 AM

 Alaska Department of Environmental Conservation			
Receipt			
This receipt confirms your online payment for the items below. Within 5 days this transaction will appear on your credit card statement as State of Alaska DEC .			
To contact DEC regarding this payment, you can simply reply to this email or call 1 (907) 465-5089			
Items			
Description	Permit or Invoice #	Quantity	Cost Each
10/29/2015 Invoice - FS161930	FS161930	1	\$480.00
			Total \$480.00
Payment			
Amount \$480.00			
Payment Method Online Credit Card - Visa			
Account Number *****0311			
Request Date Monday, February 29, 2016 8:38 AM AKST			
Effective Date Monday, February 29, 2016 8:38 AM AKST			
Receipt Number 1481114023.74A1			
Authorization Code 08796G			
OPC Transaction ID 96189			
Merchant/Gateway ID 54212			
Remitter			
Name Deborah Percy			
Company Rockwell			
Address 109 S Franklin Street Juneau, AK 99801			
Telephone 9073216125			
Email debbarryak@gmail.com			
Client			
Name 01754122			
Address			
Telephone			
Email rampprincess@yahoo.com			
MyAlaska ID d692c5ca-cba0-457d-9cbe-b2899c7f8a2b			
MyAlaska Username 01754122			

Phone 1 (907) 465-5089
 Fax 1 (907) 465-5070
 TDD 1 (800) 770-8973

Mailing Address
 Department of Environmental Conservation
 P.O. Box 111800
 Juneau, AK 99811-1800

Website dec.alaska.gov



Deb Barry <debbarryak@gmail.com>

Payment Receipt - Alaska DEC

1 message

dec.adec.userfees@alaska.gov <dec.adec.userfees@alaska.gov>
 To: rampprincess@yahoo.com, debbarryak@gmail.com

Mon, Feb 29, 2016 at 8:48 AM

Alaska Department of Environmental Conservation			
Receipt			
This receipt confirms your online payment for the items below. Within 5 days this transaction will appear on your credit card statement as State of Alaska DEC.			
To contact DEC regarding this payment, you can simply reply to this email or call 1 (907) 465-5089			
Items			
Description	Permit or Invoice #	Quantity	Cost Each
10/29/2015 Invoice - FS162084	FS162084	1	\$180.00
			Total \$180.00
Payment			
Amount \$180.00			
Payment Method Online Credit Card - Visa			
Account Number *****0311			
Request Date Monday, February 29, 2016 8:46 AM AKST			
Effective Date Monday, February 29, 2016 8:46 AM AKST			
Receipt Number 148114497.78A1			
Authorization Code 04149G			
OPC Transaction ID 98191			
Merchant/Gateway ID 54212			
Remitter			
Name Deborah Percy			
Company Rockwell			
Address 109 S Franklin Street Juneau, AK 99801			
Telephone 9073216125			
Email debbarryak@gmail.com			
Client			
Name 01754122			
Address			
Telephone			
Email rampprincess@yahoo.com			
MyAlaska ID d692c5ca-cbac-457d-9cbe-b2899c7f8a2b			
MyAlaska Username 01754122			

Phone 1 (907) 465-5089

Fax 1 (907) 465-5070

TDD 1 (800) 770-8973

Mailing Address
 Department of Environmental
 Conservation
 P.O. Box 111800
 Juneau, AK 99811-1800

Website dec.alaska.gov





THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

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

February 28, 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	License Number:	673
Licensee:	Juneau's Waterfront Restaurants, LLC		
Doing Business As:	Pier 49 Seafood Station		

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	License Number:	673
Doing Business As:	Pier 49 Seafood Station		
Examiner:	Carrie	Transaction #:	55320

Document	Received	Completed	Notes
AB-17: Renewal Application	2/27/18	2/27	
App and License Fees	2/27/18	2/27	

Supplemental Document	Received	Completed	Notes
Tourism/Rec Site Statement			
AB-25: Supplier Cert (WS)			
AB-29: Waiver of Operation			
AB-30: Minimum Operation	2/27/18	2/27	
Fingerprint Cards & Fees / AB-08a: Crim. History			
Late Fee			Special Circumstance - No Late Fee Required

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

Form AB-17: 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 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:	Juneau's Waterfront Restaurants, LLC	License #:	673
License Type:	Beverage Dispensary	Statute:	AS 04.11.090
Doing Business As:	Pier 49 Seafood Station		
Premises Address:	406 S. Franklin Street Suite Retail B & Adjoining Pier		
Local Governing Body:	City & Borough of Juneau		
Community Council:	None		

Mailing Address:	2 MARINE WAY STE 204				
City:	JUNEAU	State:	ALASKA	ZIP:	99801

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:	RECCIA WILSON		
Contact Phone:	907.723.4658	Business Phone:	907.586-5018
Contact Email:	RECCIA@GMAIL.COM		

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





Alaska Alcoholic Beverage Control Board

Form AB-17: 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

Form AB-17: 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 #:	# 10040116
-----------------------	------------

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:	Rebecca R. Wilson				
Title(s):	MANAGING MEMBER	Phone:	907.723.4658	% Owned:	100
Mailing Address:	3136 PIONEER AVE				
City:	Juneau	State:	ALASKA	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

Form AB-17: 2018/2019 Renewal License Application**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. <i>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.</i>	☐	☒
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. <i>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.</i>	☐	☐

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

This section must be completed only by the holder of a beverage dispensary, club, or pub license or conditional contractor's permit. The holders of all other license types should skip to Section 8.

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

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.

Initials



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



Alaska Alcoholic Beverage Control Board

Form AB-17: 2018/2019 Renewal License Application

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.

PH

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.

PH

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.

PH

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.

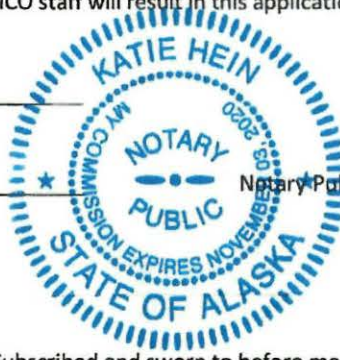
PH

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.

Signature of licensee

Freelia R. Wilson

Printed name of licensee



Signature of Notary Public

Katie Hein
Notary Public in and for the State of Alaska

My commission expires: 11-3-2020

Subscribed and sworn to before me this 23rd 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):					\$ 2700 -



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	Juneau's Waterfront Restaurants, LLC

ENTITY DETAILS

Entity Type: Limited Liability Company
Entity #: 10040116
Status: Good Standing
AK Formed Date: 7/20/2016
Duration/Expiration: Perpetual
Home State: ALASKA
Next Biennial Report Due: 1/2/2020
Entity Mailing Address: 2 MARINE WAY SUITE 206, JUNEAU, AK 99801
Entity Physical Address: 2 MARINE WAY SUITE 206, JUNEAU, AK 99801

REGISTERED AGENT

Agent Name: Reecia Wilson
Registered Mailing Address: 2 MARINE WAY SUITE 206, JUNEAU, AK 99801
Registered Physical Address: 2 MARINE WAY SUITE 206, JUNEAU, AK 99801

OFFICIALS

AK Entity #	Name	Titles	Owned	☐ Show Former
	Reecia Wilson	Member	100	

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
7/20/2016	Creation Filing	Click to View	Click to View
10/28/2016	Initial Report	Click to View	
10/21/2017	Biennial Report	Click to View	

Juneau Mailing Address

P.O. Box 110806
Juneau, AK 99811-0806

Physical Address

333 Willoughby Avenue
9th Floor
Juneau, AK 99801-1770

Phone Numbers

Main Phone: (907) 465-2550
FAX: (907) 465-2974

Anchorage Mailing/Physical Address

550 West Seventh Avenue
Suite 1500
Anchorage, AK 99501-3567

Phone Numbers

Main Phone: (907) 269-8160
FAX: (907) 269-8156

Alcoholic Beverage Control Board
550 West 7th Ave. Ste. 1600
Anchorage, Alaska 99501
(907) 269-0350
FAX (907) 334-2285

Waiver of Operation Application

AS 04.11.330(a)(3)

License Information		Fees*	
Liquor License Number:	673	Waiver Fee	\$ 1250.00
License Type:	Beverage Dispensary	Penalty (If applicable)	\$ 1,000.00
Local Governing Body: (City, Borough or Unorganized)		Total Submitted	\$ 2250.00
City and Borough of Juneau			
Name of Licensee:	James A. Holdings Company, LLC.	*The fee is non-refundable	
Doing Business As (Business Name)	James A. Holdings Company, LLC.	Telephone Number:	907-321-0277
Mailing Address:	P.O. Box 210306 Auke Bay, AK 99821	Street Address or Location of Business	
		No Premises	
		City: Juneau, AK	

Waiver Request Information	
This waiver application is the: ☒ 1 st Request ☐ 2 nd Request ☐ 3 rd Request ☐ Other _____	
Waiver Request for Calendar Year:	Is this license for sale?
2016	☒ Yes ☐ No
Explanation of the circumstances for non-operation of license. Include relevant information as to why the license was not operated, any future plans for operating the license and projected timelines. Attach additional sheets if necessary. James A. Holdings Company, LLC acquired License #673 earlier in 2016. At the time of the transfer and throughout 2016 James A. Holdings Company, LLC. was in real-estate negotiations to secure a location to operate License #673. Those negotiations fell through and James A. Holdings Company, LLC. has entered into an agreement to sell and transfer the license to Juneau's Waterfront Restaurants, LLC Juneau Waterfront Restaurants, LLC. has secured a location to operate the license starting in the spring of 2017. The posting requirements for this transfer and the Transfer Application Packet should be to the ABC office sometime in December of 2016 or early 2017.	

Signature of Licensee(s)	
Signature	Signature
Name (Please Print)	Name (Please Print)
Date	Date

Waiver App 8/14/2015

Received BY ABC BOARD 11/18/16

DEC 06 2016



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

February 23, 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	License Number:	772
Licensee:	NYT, Inc.		
Doing Business As:	Rendezvous		

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

Form AB-17: 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 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:	NYT, Inc.	License #:	772
License Type:	Beverage Dispensary	Statute:	AS 04.11.090
Doing Business As:	Rendezvous		
Premises Address:	184 S Franklin Street		
Local Governing Body:	City & Borough of Juneau		
Community Council:	None		

Mailing Address:	113 S Franklin		
City:	Juneau	State:	AK
		ZIP:	99801

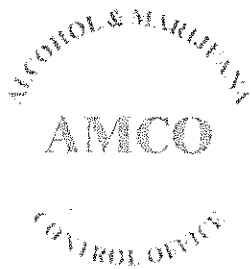
Enter information for the individual who will be designated as the primary point of contact regarding this application. This individual must be a licensee who is required to be listed in and authorized to sign this application.

Point of Contact:	Deborah Percy		
Contact Phone:	907 321 6125	Business Phone:	same
Contact Email:	debbarryak@gmail.com		

Seasonal License? ☐ Yes ☒ No

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





Alaska Alcoholic Beverage Control Board

Form AB-17: 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

Form AB-17: 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 #:	100914
-----------------------	--------

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.

DP

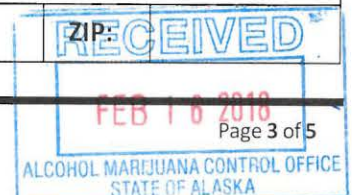
This subsection must be completed by any community or entity, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- 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:	Deborah Percy				
Title(s):	Vice President	Phone:	907 321 6125	% Owned:	50
Mailing Address:	184 S Franklin St				
City:	Juneau	State:	AK	ZIP:	99801

Entity Official Name:	Erik Emert				
Title(s):	President	Phone:	907 321 3483	% Owned:	50
Mailing Address:	184 S Franklin				
City:	Juneau	State:	AK	ZIP:	99801

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





Alaska Alcoholic Beverage Control Board

Form AB-17: 2018/2019 Renewal License Application

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?

☒ ☐

DEC not current, corrected

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

This section must be completed only by the holder of a beverage dispensary, club, or pub license or conditional contractor's permit. The holders of all other license types should skip to Section 8.

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

Form AB-17: 2018/2019 Renewal License Application

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.

DP

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.

DP

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.

DP

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.

DP

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.

DP Peray
Signature of licensee

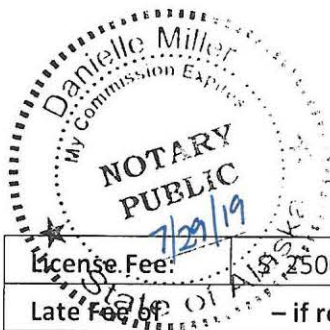
Deborah Peray
Printed name of licensee

Danielle Miller
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 07/29/2019

Subscribed and sworn to before me this 13th day of February, 2018.



License Fee:	\$ 2500.00	Application Fee:	\$ 200.00	TOTAL:	\$ 2700.00
Late Fee, if – if received or postmarked after 01/02/2018:					500.00
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					\$ 3200.00



Beverage Dispensary License Number 772
Renewal Application Supplement Section 6

Notice of Violation AB16-240
Failure to pay DEC permit.

This NOV is dated 3/21/2016. The attached receipt
show that DEC was paid on 2/29/2016, one month
prior to receiving the NOV.





Deb Barry <debbarryak@gmail.com>

Payment Receipt - Alaska DEC

1 message

dec.adec.userfees@alaska.gov <dec.adec.userfees@alaska.gov>
To: rampprincess@yahoo.com, debbarryak@gmail.com

Mon, Feb 29, 2016 at 9:04 AM

**Alaska Department of
Environmental Conservation**

Receipt

This receipt confirms your online payment for the items below. Within 5 days this transaction will appear on your credit card statement as State of Alaska DEC.

To contact DEC regarding this payment, you can simply reply to this email or call 1 (907) 465-5089

Items

Description	Permit or Invoice #	Quantity	Cost Each
10/29/2015 Invoice - FS161932	FS161932	1	\$225.00
Total			\$225.00

Payment

Amount \$225.00

Payment Method Online Credit Card - Visa

Account Number *****0046

Request Date Monday, February 29, 2016 9:03 AM AKST

Effective Date Monday, February 29, 2016 9:03 AM AKST

Receipt Number 148115522.66A1

Authorization Code 03028G

OPC Transaction ID 98192

Merchant/Gateway ID 54212

Remitter

Name Deborah Percy

Company NYT Inc

Address 184 S Franklin Street
Juneau, AK 99801

Telephone 9073216125

Email debbarryak@gmail.com

Client

Name Deborah Barry

Address

Telephone

Email rampprincess@yahoo.com

MyAlaska ID 987df278-5119-e370-1a26-ced07d6f11f0

MyAlaska Username 01593862

Phone 1 (907) 465-5089
Fax 1 (907) 465-5070
TDD 1 (800) 770-8973

Mailing Address
Department of Environmental
Conservation
P.O. Box 111800
Juneau, AK 99811-1800

Website dec.alaska.gov





THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

February 22, 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:	1378
Licensee:	Alaskan Hotel & Bar Inc		
Doing Business As:	Alaskan 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:	BD - <i>tourism</i>	License Number:	1378
Doing Business As:	Alaskan Hotel		
Examiner:		Transaction #:	1020245

Document	Received	Completed	Notes
AB-17: Renewal Application	11/20/17	2/16/18	
App and License Fees	11/20/17	11/20/17	

Supplemental Document	Received	Completed	Notes
Tourism/Rec Site Statement	11/20/17	2/16/18	
AB-25: Supplier Cert (WS)			
AB-29: Waiver of Operation			
AB-30: Minimum Operation			
Fingerprint Cards & Fees / AB-08a: Crim. History			
Late Fee	2/20/18	2/20/18	39299

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

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:	Alaskan Hotel & Bar Inc	License #:	1378
License Type:	Beverage Dispensary - Tourism	Statute:	AS 04.11.400(d)
Doing Business As:	Alaskan Hotel		
Premises Address:	167 S Franklin St		
Local Governing Body:	City & Borough of Juneau		
Community Council:	None		

Mailing Address:	167 S FRANKLIN ST		
City:	Juneau	State:	AK
		ZIP:	99801

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:	Bettye Adams		
Contact Phone:	907-723-2241	Business Phone:	907-586-1002
Contact Email:	bettyeadams@hotmail.com		

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

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:

SCOTT FRY (manager IN BOOK NEIGHBORING)

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

Beverage Dispensary – Tourism License

Form AB-17d: 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 using 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 #:	36521 D
-----------------------	---------

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:	Bethye Jean Adams Joshua Seth Adams		
Title(s):	Vice President	Phone: (907) 723-5899	% Owned: 50
Mailing Address:	167 S. FRANKLIN ST		
City:	Tuneau	State: AK	ZIP: 99801

Entity Official Name:	Michael Thomas Adams		
Title(s):	President	Phone: (907) 790-2174	% Owned: 49
Mailing Address:	167 S. FRANKLIN ST		
City:	Tuneau	State: AK	ZIP: 99801

Entity Official Name:	Bethye Jean Adams Joshua Seth Adams		
Title(s):	Sec 1 Treas	Phone: (907) 723-5899	% Owned: 50
Mailing Address:	167 S. FRANKLIN ST		
City:	Tuneau	State: AK	ZIP: 99801





Alaska Alcoholic Beverage Control Board

Beverage Dispensary – Tourism License

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

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

Beverage Dispensary – Tourism License

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

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.

BA

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.

BA

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.

BA

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.

BA

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.

BA

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.

Signature of licensee

Bettye Adams

Printed name of licensee

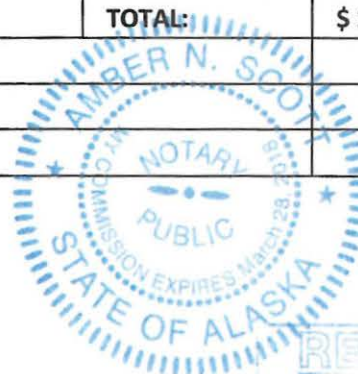
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: March 28th, 2018

Subscribed and sworn to before me this 17th day of November, 2017.

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):					



RENEWAL FOR TOURISM LIQUOR LICENSE #AS 04.400 (D)

ALASKAN HOTEL AND BAR #1378

THE ALASKAN HOTEL AND BAR AS "THE OLDEST CONTINUOUSLY OPERATING HOTEL IN THE STATE OF ALASKA"; NOT ONLY ENCOURAGES TOURISM, BUT DEPENDS ON IT. WE HAVE BEEN ON THE NATIONAL REGISTER OF HISTORIC SITES SINCE 1979. WE HAVE 45 ROOMS WITH KITCHENETTES IN OVER HALF OF THEM; THEREBY WE OFFER SELF-SERVICE DINING.

THE ALASKAN HOTEL AND BAR ARE IN ALL THE TOURISM TRADE ORGANIZATIONS; JCVB AND DBA TO NAME A FEW. WE ARE ACTIVE IN TRIP ADVISOR AS WELL AS YELP TO NAME A FEW. WE HAVE A WEB PAGE DIRECTLY AIMED TOWARD TOURISTS. WE PARTICIPATE IN ON LINE TRAVEL AGENTS AS BOOKEEPING.COM AND EXPEDIA (WHICH INCLUDES NUMEROUS OTHERS UNDER ITS UMBRELLA)

WE WERE ON THE HOUR LONG TRAVEL CHANNEL WITH "THE HOTEL IMPOSSIBLE" ON THEIR 4TH SEASON PREMIER IN JANUARY OF 2014.

FOR 3 SUMMERS WE HAVE HAD TWO TOURS IN OUR BAR. "FOOD TOUR WITH MIDGI" (WHERE AN ARTICLE IN THE NEW YORK TIMES ON HER TOUR MENTIONED THE ALASKAN BAR) THE FOOD TOUR HAS THE ALASKAN BAR AS ITS LAST STOP WHERE THREE ALASKAN BREWERY BEERS ARE TASTED. THE GUIDES TALK ABOUT THE HOTEL'S HISTORY TO THE TOURISTS.

"ALASKA FLOW" ALSO IS DOING TOURS ENDING IN THE ALASKAN BAR WHERE GHOST STORIES ARE TOLD.

I, BETTYE ADAMS OPERATE THE BAR FOR WHICH THIS LIQUOR IS BEING USED. IN ADDITION NO ALCOHOLIC BEVERAGES ARE STOCKED IN THE ROOMS.

Bettye Adams



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	ALASKAN HOTEL & BAR, INC.

ENTITY DETAILS

Entity Type: Business Corporation
Entity #: 36521D
Status: Good Standing
AK Formed Date: 8/26/1985
Duration/Expiration: Perpetual
Home State: ALASKA
Next Biennial Report Due: 1/2/2019
Entity Mailing Address: 167 S FRANKLIN ST, JUNEAU, AK 99801
Entity Physical Address: 167 S FRANKLIN ST, JUNEAU, AK 99801

REGISTERED AGENT

Agent Name: Bettye Adams
Registered Mailing Address: 167 S FRANKLIN ST, JUNEAU, AK 99801
Registered Physical Address: 167 S FRANKLIN ST, JUNEAU, AK 99801

OFFICIALS

AK Entity #	Name	Titles	☐ Show Former
			Owned
	Bettye Adams	Director, Shareholder, Secretary, Treasurer	49
	Joshua Adams	Shareholder, Vice President	1
	Mike Adams	President, Shareholder	50

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
8/26/1985	Creation Filing		
5/08/1987	Biennial Report		
11/15/1988	Biennial Report		
2/19/1991	Biennial Report		
1/06/1993	Biennial Report	Click to View	
12/13/1994	Biennial Report	Click to View	
12/20/1996	Biennial Report	Click to View	
3/15/1999	Biennial Report	Click to View	
12/11/2000	Biennial Report	Click to View	
2/18/2003	Biennial Report	Click to View	
1/30/2005	Biennial Report	Click to View	
10/15/2007	Biennial Report	Click to View	
5/27/2009	Change of Officials	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

February 22, 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:	175
Licensee:	CNH Holding, LLC		
Doing Business As:	Breakwater Inn Restaurant & Lounge		

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

Beverage Dispensary – Tourism License

Form AB-17d: 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 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:	CNH Holding, LLC	License #:	175
License Type:	Beverage Dispensary - Tourism	Statute:	AS 04.11.400(d)
Doing Business As:	Breakwater Inn Restaurant & Lounge		
Premises Address:	1711 Glacier Avenue		
Local Governing Body:	City & Borough of Juneau		
Community Council:	None		

Mailing Address:	1711 Glacier Ave				
City:	Juneau	State:	Alaska	ZIP:	99801

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:	Hyun O Chi-mott		
Contact Phone:	(907) 586-6303	Business Phone:	(907) 586-6310
Contact Email:	manager@breakwaterinn.com		

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:

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:

James Hargett / manager

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

Beverage Dispensary – Tourism License

Form AB-17d: 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 #:	10027477
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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.

HBC

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:	Hyun O Chi-Mott				
Title(s):	member	Phone:	(907)586-6303	% Owned:	100
Mailing Address:	1711 Glacier Ave				
City:	Juneau	State:	AK	ZIP:	99801

Entity Official Name:	James Hargett				
Title(s):	Manager	Phone:	(907)586-6303	% Owned:	0
Mailing Address:	1711 Glacier Ave				
City:	Juneau	State:	AK	ZIP:	99801

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





Alaska Alcoholic Beverage Control Board

Beverage Dispensary – Tourism License

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

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

Beverage Dispensary – Tourism License

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

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.

Hoc

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.

Hoc

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.

Hoc

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.

Hoc

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.

Hoc

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.

Signature of licensee

Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of

My commission expires:

Subscribed and sworn to before me this 22 day of Dec, 2017.

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):					





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

February 27, 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:	Brewery	License Number:	2534
Licensee:	Alaskan Brewing LLC		
Doing Business As:	Alaskan Brewing Co		

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



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

Alaska Alcoholic Beverage Control Board

Form AB-17: 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 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:	Alaskan Brewing LLC	License #:	2534
License Type:	Brewery	Statute:	AS 04.11.130
Doing Business As:	Alaskan Brewing Co		
Premises Address:	5429 Shaune Drive		
Local Governing Body:	City & Borough of Juneau		
Community Council:	None		

Mailing Address:	5429 Shaune Drive		
City:	Juneau	State:	AK
		ZIP:	99801

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:	LINDA THOMAS		
Contact Phone:	907 780-5904	Business Phone:	907-780-5866
Contact Email:	LT THOMAS @ ALASKAN BEER . COM		

Seasonal License? ☐ Yes ☒ No

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





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

Alaska Alcoholic Beverage Control Board

Form AB-17: 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:

JULIE PIERCE, DIRECTOR OF FINANCE — REASON: PRIMARY RESPONSIBILITY

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:					





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

Alaska Alcoholic Beverage Control Board

Form AB-17: 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 #:	71931D
-----------------------	--------

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.

AT

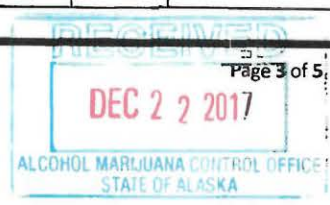
This subsection must be completed by any community or entity, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- 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:	See attached				
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

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

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



Alaskan Brewing & Bottling Co.

CBPL Entity #47297D

AK Entity #	Name	Mailing Address	Titles	Phone	Owned
	Geoffrey L Larson	5429 Shaune Drive, Juneau, AK 99801	Director, President, Shareholder	907-780-5866	28.91%
	Jeffrey Wilson	175 S. Frankin Street, Suite 300, Juneau, AK 99801	Director, Shareholder	907-586-2100	2.03%
	Kenneth Vaughan	3019 Mountainwood Circle, Juneau, AK 99801	Director, Shareholder	907-789-3234	0.95%
	Linda C Thomas	5429 Shaune Drive, Juneau, AK 99801	Director, Vice President, Treasurer, Shareholder	907-780-5866	3.60%
	Marcelle A Larson	5429 Shaune Drive, Juneau, AK 99801	Director, Shareholder, Secretary	907-780-5866	28.91%
	Alaskan Brewing & Bottling Co. Employee Stock Ownership Trust (ESOT)				10.08%
	Remaining 74 Shareholders each hold less than 3% ownership interest				25.52%
					100%

Alaskan Brewing LLC (wholly owned subsidiary of Alaskan Brewing & Bottling Co.)

CBPL Entity #71931D

AK Entity #	Name	Mailing Address	Titles	Phone	Owned
47297D	ALASKAN BREWING & BOTTLING CO.	5429 Shaune Drive, Juneau, AK 99801	Member	907-780-5866	100%
	Geoffrey L Larson	5429 Shaune Drive, Juneau, AK 99801	Manager	907-780-5866	
	Jeffrey Wilson	175 S. Frankin Street, Suite 300, Juneau, AK 99801	Manager	907-586-2100	
	Kenneth Vaughan	3019 Mountainwood Circle, Juneau, AK 99801	Manager	907-789-3234	
	Linda Thomas	5429 Shaune Drive, Juneau, AK 99801	Manager	907-780-5866	
	Marcelle A Larson	5429 Shaune Drive, Juneau, AK 99801	Manager	907-780-5866	





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Alaska Alcoholic Beverage Control Board

Form AB-17: 2018/2019 Renewal License Application

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. <i>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.</i>	☐	☐
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. <i>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.</i>	☐	☐

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

This section must be completed only by the holder of a beverage dispensary, club, or pub license or conditional contractor's permit. The holders of all other license types should skip to Section 8.

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.	





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

Alaska Alcoholic Beverage Control Board

Form AB-17: 2018/2019 Renewal License Application

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.

LT

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.

LT

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.

LT

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.

LT

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.

Linda C. Thomas
Signature of licensee

LINDA C. THOMAS, CEO.
Printed name of licensee

[Signature]
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: Nov. 14 2018

Subscribed and sworn to before me this 17 day of December, 2017.

License Fee:	\$ 1000.00	Application Fee:	\$ 200.00	TOTAL:	\$ 1200.00
Late Fee of \$500.00 – if received or postmarked after 01/02/2018:					
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					





It is Alaskan Brewing Co. policy that **all** employees are TAP certified within the first 30 days of employment, regardless of department or position.





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

February 23, 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:	Package Store	License Number:	2976
Licensee:	No Creek Jack Inc		
Doing Business As:	Duck Creek Market		

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

Package Store License

Form AB-17b: 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 package store 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:	No Creek Jack Inc	License #:	2976
License Type:	Package Store	Statute:	AS 04.11.150
Doing Business As:	Duck Creek Market		
Premises Address:	9951 Stephen Richards Drive		
Local Governing Body:	City & Borough of Juneau		
Community Council:	None		

Mailing Address:	PO Box 34262				
City:	Juneau	State:	Alaska	ZIP:	99801

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:	John Mannings + Thomas Manning		
Contact Phone:	907 759-4637	Business Phone:	—
Contact Email:	+ DuckCreekMKT@gmail.com + sagulitamex@gmail.com		

Please add sagulitamex@gmail.com

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





Alaska Alcoholic Beverage Control Board

Package Store License

Form AB-17b: 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:

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

Package Store License

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

Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
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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 #: <u>2</u>	<u>181324</u>	<u>AK Entity # 32388D</u>
--------------------------------	---------------	---------------------------

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 entity, including a corporation, limited liability company (LLC), 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:	<u>John Manning</u>				
Title(s):	<u>Pres</u>	Phone:	<u>907-789-4637</u>	% Owned:	<u>50</u>
Mailing Address:	<u>P.O. Box 34262</u>				
City:	<u>Juneau</u>	State:	<u>AK</u>	ZIP:	<u>99803</u>

Entity Official Name:	<u>Tom Manning</u>				
Title(s):	<u>V.P. + Secretary</u>	Phone:	<u>907-789-4637</u>	% Owned:	<u>50%</u>
Mailing Address:	<u>P.O. Box 34262</u>				
City:	<u>Juneau</u>	State:	<u>AK</u>	ZIP:	<u>99803</u>

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





Alaska Alcoholic Beverage Control Board

Package Store License

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

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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? ☐ ☒

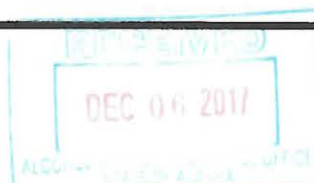
Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2016 or 2017? ☐ ☒

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.





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

Alaska Alcoholic Beverage Control Board

Package Store License

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

Section 8 – Written Orders

Written orders in calendar years 2016 and 2017:

Yes No

Did you sell alcoholic beverages in response to written orders in calendar years 2016 or 2017?

☒ ☐

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.

☐

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.

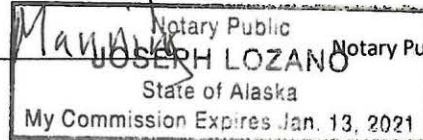
☐

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.

Thomas W. Manning
Signature of licensee

Joseph Lozano
Signature of Notary Public

Thomas W. Manning
Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: JAN 13, 2021

Subscribed and sworn to before me this 4th day of December, 2017.

License Fee:	\$ 1500.00	Application Fee:	\$ 200.00	TOTAL:	\$ 1700.00
Late Fee of \$500.00 – if received or postmarked after 01/02/2018:					
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					



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

February 22, 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 – Seasonal	License Number:	2812
Licensee:	Genuine Ventures, LLC		
Doing Business As:	Tracy's King Crab Shack		

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



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

Alaska Alcoholic Beverage Control Board

Master Checklist: Renewal Liquor License Application

License Type:	REP - Seasonal	License Number:	2812
Doing Business As:	Tracy's King Crab Shack		
Examiner:	Carrie	Transaction #:	1020727

Document	Received	Completed	Notes
AB-17: Renewal Application	12/28	2/21/18	
App and License Fees	12/28	2/21/18	

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			
Late Fee	2/22/18	2/22/18	

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

Yes No

Selling alcohol in response to written order (package stores)?

☐ Yes ☒ No

Mailing address different than one in database?

☐ Yes ☒ No

In "Good Standing" with CBPL (skip this and next question for sole proprietor)?

☒ Yes ☐ No

Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)?

☒ Yes ☐ No



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

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:	Genuine Ventures, LLC	License #:	2812
License Type:	Restaurant/Eating Place - Seasonal	Statute:	AS 04.11.100
Doing Business As:	Tracy's King Crab Shack		
Premises Address:	432 S Franklin Street		
Local Governing Body:	City & Borough of Juneau		
Community Council:	None		

Mailing Address:	PO BOX 21082		
City:	Juneau	State:	AK
ZIP:	99802		

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:	Tracy LaBarge		
Contact Phone:	907 723 2004	Business Phone:	Same
Contact Email:	tracy@kingcrabshack.com		

Seasonal License? ☒ Yes ☐ No If "Yes", write your six-month operating period: April 15 - Oct 15

DEC 28 2017



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

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:	Tracy LaBerge				
Mailing Address:	PO Box 21082				
City:	Juneau	State:	AK	ZIP:	99802
Email:	tracy@kingcrabshack.ak				
Contact Phone:	907 783 2004				

This individual is an: ☐ applicant ☐ affiliate

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

[Form AB-17a] (rev 10/16/2017)
License #2812 DBA Tracy's King Crab Shack



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



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 using 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 #:	127059
-----------------------	--------

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.

JS

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.

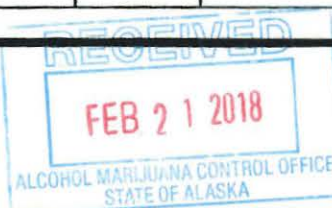
- If the applicant is a corporation, the following information must be completed for each stockholder who owns 10% or more of the stock in the corporation, and for each president, vice-president, secretary, and managing officer.
- If the applicant is a limited liability organization, the following information 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:	Tracy LaBerge				
Title(s):	Member/owner	Phone:	907-723-2004	% Owned:	100
Mailing Address:	PO Box 21082				
City:	Jenau	State:	AK	ZIP:	99702

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

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

[Form AB-17a] (rev 10/16/2017)
License #2812 DBA Tracy's King Crab Shack





Alaska Alcoholic Beverage Control Board

Restaurant or Eating Place License

Form AB-17a: 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. <i>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.</i>	☐	☐
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. <i>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.</i>	☐	☐

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.	JL

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



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:	\$ 1,348,739	2016 Gross Receipts:	\$ 1,483,760	% From Food:	90.9 %	% Alchol	9.1%
2017 Food Receipts:	\$ 1,266,774	2017 Gross Receipts:	\$ 1,365,059	% From Food:	92.8 %		7.2%

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.

JK

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.

JK

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.

JK

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.

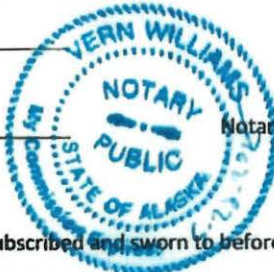
JK

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.

Signature of licensee

Tracy LaBarge

Printed name of licensee



Signature of Notary Public

Notary Public in and for the State of Alaska

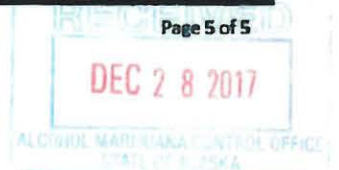
My commission expires: 5-26-2018

Subscribed and sworn to before me this 27 day of December, 2017.

License Fee:	\$ 300.00	Application Fee:	\$ 200.00	TOTAL:	\$ 500.00
Late Fee of \$500.00 – if received or postmarked after 01/02/2018:					
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					

[Form AB-17a] (rev 10/16/2017)

License #2812 DBA Tracy's King Crab Shack



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	Genuine Ventures, LLC

ENTITY DETAILS

Entity Type: Limited Liability Company
Entity #: 127059
Status: Good Standing
AK Formed Date: 3/11/2010
Duration/Expiration: Perpetual
Home State: ALASKA
Next Biennial Report Due: 1/2/2018 [File Biennial Report](#)
Entity Mailing Address: PO BOX 21082, JUNEAU, AK 99802
Entity Physical Address: 432 S FRANKLIN ST, JUNEAU, AK 99801

REGISTERED AGENT

Agent Name: Tracy Ann LaBarge
Registered Mailing Address: PO Box 21082, Juneau, AK 99802
Registered Physical Address: 2500 Douglas Hwy #11, Juneau, AK 99801

OFFICIALS

AK Entity #	Name	Titles	Owned
	Tracy LaBarge	Member	100

☐ Show Former (None on file)

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
3/11/2010	Creation Filing	Click to View	
3/11/2010	Initial Report	Click to View	
12/30/2010	Change of Officials	Click to View	
6/25/2012	Biennial Report	Click to View	
3/17/2014	Biennial Report	Click to View	
12/29/2015	Biennial Report	Click to View	
1/12/2017	Entity Address Change	Click to View	
7/06/2017	Certificate of Compliance		Click to View
11/28/2017	Certificate of Compliance		Click to View

Juneau Mailing Address

P.O. Box 110806
 Juneau, AK 99811-0806

Physical Address

333 Willoughby Avenue
 9th Floor
 Juneau, AK 99801-1770

Anchorage Mailing/Physical Address

550 West Seventh Avenue
 Suite 1500
 Anchorage, AK 99501-3567

Phone Numbers

Main Phone: (907) 269-8160
 FAX: (907) 269-8156



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

February 28, 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:	5153
Licensee:	Midnight Ninja Ventures Incorporated		
Doing Business As:	The Rookery Café		

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:	5153
Doing Business As:	The Rookery Cafe		
Examiner:	Carrie	Transaction #:	1017879

Document	Received	Completed	Notes
AB-17: Renewal Application	12/26/17	2/27	
App and License Fees	12/27/17	2/27	

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	2/28	2/28	55571
Late Fee	2/28	2/28	55571

Names on FP Cards:	Luke Metcalfe
--------------------	---------------

	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:	Midnight Ninja Ventures Incorporated	License #:	5153
License Type:	Restaurant/Eating Place	Statute:	AS 04.11.100
Doing Business As:	The Rookery Cafe		
Premises Address:	111 Seward Street		
Local Governing Body:	City & Borough of Juneau		
Community Council:	None		

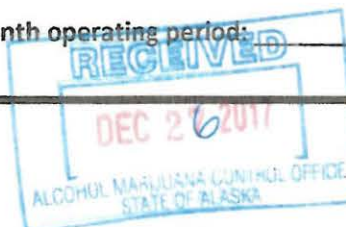
Mailing Address:	SAME		
City:		State:	
		ZIP:	

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:	TRAVIS SMITH		
Contact Phone:	907.209.9474	Business Phone:	907.463.3013
Contact Email:	therookerycafe@gmail.com		

Seasonal License? Yes ☐ No ☒

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





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

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:					





Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.license.alaska.gov
<http://www.commerce.alaska.gov/web/amco>
Phone: 907 249 0350

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 #:	130757
-----------------------	--------

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

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.

Initials

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:	Please see attached document		
Title(s):	Phone:	% Owned:	
Mailing Address:			
City:	State:	ZIP:	

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

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



Midnight Ninja Ventures Incorporated Shareholders and board members:

Current 12/19/17

Travis Smith
822 Basin Road
Juneau, AK 99801
President
40.01%
907.209.9474

Jason Shima
2052 se hawthorne blvd
apt 304
portland or 97214
Secretary
29.99%
907.957.6729

Beau Schooler
1620 2nd Street
Douglas AK, 99824
Treasurer
20%
907.209.2454

Luke Metcalfe
118 north franklin
Juneau Ak 99801
Vice President
10%
907.321.3721

Past board members
Vice President
Scott Shaub
9/2010 - 11/2017



907.723.2660
9351 Rivercourt Way
Juneau, AK 99801
sshaub@gmail.com
NO SHARES HELD





Alaska Alcoholic Beverage Control Board

Restaurant or Eating Place License

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

Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.marijuana@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

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 – 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 × 100 = %)

2016 Food Receipts:	\$1,011,414	2016 Gross Receipts:	\$ 1,138,245	% From Food:	88 %
2017 Food Receipts:	\$857,110	2017 Gross Receipts:	\$ 960,430	% From Food:	89 %

Section 9 – Certifications

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

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.

Changed 12/19/17

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.

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.

Signature of licensee

Travis Smith

Printed name of licensee



Signature of Notary Public

Public in and for the State of Alaska

My commission expires: 11-3-2020

Subscribed and sworn to before me this 20th day of December, 2017

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):					

(Form AB-17a) (rev 10/16/2017)

License #5153



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	Midnight Ninja Ventures Incorporated

ENTITY DETAILS

Entity Type: Business Corporation

Entity #: 130757

Status: Good Standing

AK Formed Date: 9/23/2010

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2020

Entity Mailing Address: 111 SEWARD STEET, JUNEAU, AK 99801

Entity Physical Address: 111 SEWARD STEET, JUNEAU, AK 99801

REGISTERED AGENT

Agent Name: COMPLETE CORPORATE SERVICES OF ALASKA, INC.

Registered Mailing Address: 3085 Mountainwood Cir, Juneau, AK 99801

Registered Physical Address: 3085 Mountainwood Cir, Juneau, AK 99801

OFFICIALS

AK Entity #	Name	Titles	☐ Show Former	
			Ow	ned
	Beau Schooler	Director, Shareholder, Secretary	20	
	Jason Shima	Shareholder, Treasurer <i>sect</i>	29.99	✓
	Luke Metcalfe	Director, Vice President, Shareholder	10	✓
	Scott Shaub	Vice President		
	Travis Smith	Director, President, Shareholder	40.01	✓

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
9/23/2010	Creation Filing	Click to View	
11/10/2010	Initial Report	Click to View	
12/08/2010	Restated (NO AMENDMENT)	Click to View	Click to View
4/18/2012	Biennial Report	Click to View	
7/22/2013	Change of Officials	Click to View	
12/19/2013	Biennial Report	Click to View	
2/22/2016	Biennial Report	Click to View	
12/19/2017	Biennial Report	Click to View	

Juneau Mailing Address

P.O. Box 110806
Juneau, AK 99811-0806

Anchorage Mailing/Physical Address

550 West Seventh Avenue
Suite 1500
Anchorage, AK 99501-3567



THE STATE
of **ALASKA**

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: Corporations.Alaska.gov

AK Entity #: 130757
Date Filed: 12/19/2017
State of Alaska, DCCED

FOR DIVISION USE ONLY

Business Corporation

2018 Biennial Report

For the period ending December 31, 2017

Web-12/19/2017 6:07:15 PM

- This report is due on January 02, 2018
- \$100.00 if postmarked before February 02, 2018
- \$137.50 if postmarked on or after February 02, 2018

Entity Name: Midnight Ninja Ventures Incorporated
Entity Number: 130757
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent

Name: COMPLETE CORPORATE
SERVICES OF ALASKA, INC.
Physical Address: 3085 Mountainwood Cir, Juneau,
AK 99801
Mailing Address: 3085 Mountainwood Cir, Juneau,
AK 99801

Entity Physical Address: 111 SEWARD STEET, JUNEAU, AK 99801

Entity Mailing Address: 111 SEWARD STEET, JUNEAU, AK 99801

Please include all officials. Check all titles that apply. Must use titles provided. All domestic business corporations must have a president, secretary, treasurer and at least one director. The secretary and the president cannot be the same person unless the president is 100% shareholder. The entity must also list any alien affiliates and those shareholders that hold 5% or more of the issued shares.

Name	Address	% Owned	Titles
Travis Smith	2158 LAWSON CREEK ROAD APT C, DOUGLAS, AK 99824	40.01	Director, President, Shareholder
Scott Shaub	9351 RIVER COURT WAY, JUNEAU, AK 99801		Vice President
Luke Metcalfe	118 N Franklin St, Juneau, AK 99801	10	Director, Shareholder, Vice President
Jason Shima	2554 ENGINEERS CUTOFF ROAD, JUNEAU, AK, AK 99801	29.99	Shareholder, Treasurer
Beau Schooler	606 8TH ST, JUNEAU, AK 99801	20	Director, Secretary, Shareholder

Purpose: operating food service establishments

NAICS Code: 722211 - LIMITED-SERVICE RESTAURANTS

New NAICS Code (optional):

Entity #: 130757

Page 1 of 2



Complete the below stock information on record with the Department. You may not change your authorized shares with this form. An amendment is required. Fill in number of shares issued.

Class	Series	Authorized	Par Value	Amount Issued
Preferred	0	10000	\$0.00	10000

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Travis Smith





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

February 28, 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:	5279
Licensee:	Midnight Ninja Ventures Incorporated		
Doing Business As:	The Taqueria		

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:	5279
Doing Business As:	The Taqueria		
Examiner:	Carrie	Transaction #:	1020668

Document	Received	Completed	Notes
AB-17: Renewal Application	12/26	2/27	
App and License Fees	12/26	2/27	

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	2/28	2/28	55571 w/ #5153
Late Fee	2/28	2/28	55571

Names on FP Cards:	Duke Metcalfe
--------------------	---------------

	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)?	☐	☐



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

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:	Midnight Ninja Ventures Incorporated	License #:	5279
License Type:	Restaurant/Eating Place	Statute:	AS 04.11.100
Doing Business As:	The Taqueria		
Premises Address:	245 Marine Way		
Local Governing Body:	City & Borough of Juneau		
Community Council:	None		

Mailing Address:	111 SEWARD ST.		
City:	JUNEAU	State:	AK
		ZIP:	99801

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:	LUKE METCALFE		
Contact Phone:	907.321.3721	Business Phone:	907.789.3474
Contact Email:	lmetcal3@gmail.com		

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





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

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

Alcohol and Marijuana Control Office
 150 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/cbp/main/search/entities>
 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 #:

130757

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

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.

Initials

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:	Please see attached document		
Title(s):	Phone:	% Owned:	
Mailing Address:			
City:	State:	ZIP:	

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

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



Midnight Ninja Ventures Incorporated Shareholders and board members:

Current 12/19/17

Travis Smith
822 Basin Road
Juneau, AK 99801
President
40.01%
907.209.9474

Jason Shima
2052 se hawthorne blvd
apt 304
portland or 97214
Secretary ✓
29.99%
907.957.6729

Beau Schooler
1620 2nd Street
Douglas AK, 99824
Treasurer
20%
907.209.2454

Luke Metcalfe
118 north franklin
Juneau Ak 99801
Vice President
10%
907.321.3721

Past board members
Vice President
Scott Shaub
9/2010 - 11/2017



907.723.2660
9351 Rivercourt Way
Juneau, AK 99801
sshaub@gmail.com
NO SHARES HELD





Alaska Alcoholic Beverage Control Board

Restaurant or Eating Place License

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

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov

<http://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. <i>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.</i>	☐	☐
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. <i>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.</i>	☐	☐

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:

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.

Initials: ☒





Alaska Alcoholic Beverage Control Board

Restaurant or Eating Place License

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

Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1500
 Anchorage, AK 99501
alcohol.license@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

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 × 100 = %)

2016 Food Receipts:	\$ 466,859	2016 Gross Receipts:	\$ 529,039	% From Food:	88	%
2017 Food Receipts:	\$ 396,692	2017 Gross Receipts:	\$ 449,294	% From Food:	88	%

Section 9 – Certifications

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

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.

Changing to new members

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.

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.

Signature of licensee

Travis Smith
 TRAVIS SMITH
 Printed name of licensee



Signature of Notary Public

and for the State of AlaskaMy commission expires: 11-3-2022Subscribed and sworn to me this 20th day of December, 2017

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):					

RECEIVED

DEC 26 2017



THE STATE
of
ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: Corporations.Alaska.gov

AK Entity #: 130757
Date Filed: 12/19/2017
State of Alaska, DCCED

FOR DIVISION USE ONLY

Business Corporation
2018 Biennial Report

For the period ending December 31, 2017

Web-12/19/2017 6:07:15 PM

- This report is due on January 02, 2018
- \$100.00 if postmarked before February 02, 2018
- \$137.50 if postmarked on or after February 02, 2018

Entity Name: Midnight Ninja Ventures Incorporated
Entity Number: 130757
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent

Name: COMPLETE CORPORATE
SERVICES OF ALASKA, INC.
Physical Address: 3085 Mountainwood Cir, Juneau,
AK 99801
Mailing Address: 3085 Mountainwood Cir, Juneau,
AK 99801

Entity Physical Address: 111 SEWARD STEET, JUNEAU, AK 99801

Entity Mailing Address: 111 SEWARD STEET, JUNEAU, AK 99801

Please include all officials. Check all titles that apply. Must use titles provided. All domestic business corporations must have a president, secretary, treasurer and at least one director. The secretary and the president cannot be the same person unless the president is 100% shareholder. The entity must also list any alien affiliates and those shareholders that hold 5% or more of the issued shares.

Name	Address	% Owned	Titles
Travis Smith	2158 LAWSON CREEK ROAD APT C, DOUGLAS, AK 99824	40.01	Director, President, Shareholder ✓
Scott Shaub	9351 RIVER COURT WAY, JUNEAU, AK 99801		Vice President
Luke Metcalfe	118 N Franklin St, Juneau, AK 99801	10	Director, Shareholder, Vice President
Jason Shima	2554 ENGINEERS CUTOFF ROAD, JUNEAU, AK, AK 99801	29.99	Shareholder, Treasurer
Beau Schooler	606 8TH ST, JUNEAU, AK 99801	20	Director, Secretary, Shareholder

Purpose: operating food service establishments

NAICS Code: 722211 - LIMITED-SERVICE RESTAURANTS

New NAICS Code (optional):



Complete the below stock information on record with the Department. You may not change your authorized shares with this form. An amendment is required. Fill in number of shares issued.

Class	Series	Authorized	Par Value	Amount Issued
Preferred	0	10000	\$0.00	10000

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Travis Smith



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	Midnight Ninja Ventures Incorporated

ENTITY DETAILS

Entity Type: Business Corporation

Entity #: 130757

Status: Good Standing

AK Formed Date: 9/23/2010

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2020

Entity Mailing Address: 111 SEWARD STEET, JUNEAU, AK 99801

Entity Physical Address: 111 SEWARD STEET, JUNEAU, AK 99801

REGISTERED AGENT

Agent Name: COMPLETE CORPORATE SERVICES OF ALASKA, INC.

Registered Mailing Address: 3085 Mountainwood Cir, Juneau, AK 99801

Registered Physical Address: 3085 Mountainwood Cir, Juneau, AK 99801

OFFICIALS

AK Entity #	Name	Titles	☐ Show Former Owned
	Beau Schooler	Director, Shareholder, Secretary	20
	Jason Shima	Shareholder, Treasurer	29.99
	Luke Metcalfe	Director, Vice President, Shareholder	10
	Scott Shaub	Vice President	
	Travis Smith	Director, President, Shareholder	40.01

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
9/23/2010	Creation Filing	Click to View	
11/10/2010	Initial Report	Click to View	
12/08/2010	Restated (NO AMENDMENT)	Click to View	Click to View
4/18/2012	Biennial Report	Click to View	
7/22/2013	Change of Officials	Click to View	
12/19/2013	Biennial Report	Click to View	
2/22/2016	Biennial Report	Click to View	
12/19/2017	Biennial Report	Click to View	

Juneau Mailing Address

P.O. Box 110806
 Juneau, AK 99811-0806

Anchorage Mailing/Physical Address

550 West Seventh Avenue
 Suite 1500
 Anchorage, AK 99501-3567

Presented by: The Manager
Introduced: 4/2/2018
Drafted by: Finance

TRANSFER REQUEST FOR THE CITY AND BOROUGH OF JUNEAU,
ALASKA

SERIAL NUMBER T-998

It is hereby ordered by the Assembly of the City and Borough of Juneau,
Alaska, that \$690,000 be transferred:

From: CIP

H51-100	Aurora Harbor Improvements	\$690,000
---------	----------------------------	-----------

To: CIP

H51-108	Statter Improv-Phase III	\$690,000
---------	--------------------------	-----------

The \$690,000 consists of:

F530	Harbor Funding	\$690,000
------	----------------	-----------

Moved and Approved this _____ day of _____, 2018.

D. Rorie Watt, City Manager

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced: 4/2/2018
Drafted by: Finance

TRANSFER REQUEST FOR THE CITY AND BOROUGH OF JUNEAU,
ALASKA

SERIAL NUMBER T-999

It is hereby ordered by the Assembly of the City and Borough of Juneau,
Alaska, that \$10,000 be transferred:

From: CIP

H51-101	Cruise Berth Improvement	\$10,000
---------	--------------------------	----------

To: CIP

H51-104	Dock Cathodic Protection	\$10,000
---------	--------------------------	----------

The \$10,000 consists of:

F232	Port Development Fees	\$10,000
------	-----------------------	----------

Moved and Approved this _____ day of _____, 2018.

D. Rorie Watt, City Manager

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced: March 5, 2018
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-06(AG)

An Ordinance Appropriating to the Manager the Sum of \$800,000 as Partial Funding for the Construction of Valley Transit Transfer Center; Grant Funding Provided by Alaska Department of Transportation and Public Facilities.

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 \$800,000 as partial funding for the construction of Valley Transit Transfer Center.

Section 3. Source of Funds

Alaska Department of Transportation and Public Facilities \$800,000

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: 3/5/2018
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-06(AH)

An Ordinance Appropriating to the Manager the Sum of \$700,000 as Partial Funding for Rainforest Recovery Center Detox Addition Capital Improvement Project; Funding Provided by 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. Appropriation. There is appropriated to the Manager the sum of \$700,000 for the Rainforest Recovery Center Detox Addition Capital Improvement Project.

Section 3. Source of Funds

Sales Tax Fund's Fund Balance	\$700,000
-------------------------------	-----------

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: 3/5/2018
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-06(AI)

An Ordinance Appropriating to the Manager the Sum of \$2,603 as Partial Funding for Temporary Staffing Assistance at the City Museum; Funding Provided by the Friends of the Juneau-Douglas City Museum.

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 \$2,603 for partial funding temporary staff assistance at the City Museum during the summer of FY18.

Section 3. Source of Funds.

Friends of the Juneau-Douglas City	\$ 2,603
Museum Grant	

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: 3/5/2018
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-06(AJ)

An Ordinance Appropriating to the Manager the Sum of \$1,801,875 as Funding for the Juneau International Airport Gate 2 Passenger Boarding Bridge Capital Improvement Project; Funding Provided by the Airport Fund's Fund Balance.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$1,801,875 as Funding for the Juneau International Airport Gate 2 Passenger Boarding Bridge Capital Improvement Project.

Section 3. Source of Funds

Airport Fund's Fund Balance: \$1,801,875

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: 3/5/2018
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-06(AK)

An Ordinance Appropriating to the Manager the Sum of \$600,000 as Funding for the RecycleWorks / Waste Management Program; Funding Provided by 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. Appropriation. There is appropriated to the Manager the sum of \$600,000 to the RecycleWorks / Waste Management Program.

Section 3. Source of Funds

Sales Tax Fund's Fund Balance	\$600,000
-------------------------------	-----------

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: 3/5/2018
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-06(AL)

An Ordinance Appropriating to the Manager the Sum of \$235,000 as Partial Funding for the Project Playground Rebuild Capital Improvement Project; Funding Provided by Community Donations Collected by the Juneau Community Foundation.

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 \$235,000 as Partial Funding for the Project Playground Rebuild Capital Improvement Project.

Section 3. Source of Funds:

Juneau Community Foundation	\$235,000
-----------------------------	-----------

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: March 5, 2018
 Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-07(A)

An Ordinance Appropriating and De-Appropriating Funds from the Treasury for FY18 School District Operations.

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

Section 2. Estimated Funding Sources. This Ordinance will make the following changes to the City and Borough of Juneau School District Operating Budget for the fiscal year beginning July 1, 2017, and ending June 30, 2018.

Estimated Revenue

State Support: \$ (726,277)

CBJ Transfers

Operations: \$ (167,000)

Special Revenue: \$ 167,000

Section 3. Appropriation and De-Appropriation. The following amounts are hereby changed for the fiscal year beginning July 1, 2017, and ending June 30, 2018.

General Operations: \$ (167,000)

Kinder Ready Program: \$ 167,000

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

Adopted this _____ day of _____, 2018.

 Kendell D. Koelsch, Mayor

Attest:

 Laurie J. Sica, Municipal Clerk

Presented by: The Manager
 Introduced: 03/05/18
 Drafted by: Bond Counsel

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-09

An Ordinance Providing for the Issuance and Sale of a General Obligation School Refunding Bond in the Aggregate Principal Amount of Not to Exceed \$5,500,000; and Providing the Form and Terms of the Bond and for Unlimited Tax Levies to Pay the Bond.

WHEREAS, the City and Borough of Juneau (the “City and Borough”) issued its General Obligation School Bonds, 2008A, under date of July 9, 2008 (the “2008A Bonds”) pursuant to Ordinance Serial No. 2008-16(b) and Resolution Serial No. 2447 (together, the “2008 Bond Ordinance”), currently outstanding in the principal amount of \$7,760,000 and maturing in principal amounts as follows:

Maturity Years (June 1)	Principal Amounts	Interest Rates
2018	\$3,970,000	4.50%
2019	695,000	4.50
2020	725,000	4.50
2021	755,000	4.50
2022	790,000	4.60
2023	825,000	4.60

; and

WHEREAS, the 2008A Bonds maturing on and after June 1, 2019 are callable in whole or part on June 1, 2018 (the “2008A Refunded Bonds”), and on any date thereafter at a price of par plus accrued interest to the date of redemption; and

WHEREAS, the City and Borough issued its General Obligation School Bonds, 2008B (Taxable), under date of July 9, 2008 (the “2008B Bonds”) pursuant to the 2008 Bond Ordinance, currently outstanding in the principal amount of \$1,415,000 and maturing in principal amounts as follows:

Maturity Years (June 1)	Principal Amounts	Interest Rates
2018	\$ 200,000	5.875%
2019	215,000	5.875
2020	230,000	5.875
2021	245,000	5.875
2022	255,000	5.875
2023	270,000	5.875

; and

WHEREAS, the 2008B Bonds maturing on and after June 1, 2019 are callable in whole or part on June 1, 2018 (the “2008B Refunded Bonds,” and together with the 2008A Refunded Bonds, the “Refunded Bonds”), and on any date thereafter at a price of par plus accrued interest to the date of redemption; and

WHEREAS, the Charter and Code of the City and Borough permit the City and Borough to issue refunding bonds without an election; and

WHEREAS, the Assembly has received the term sheet of Wells Fargo Bank, N.A. (the “Bank”) and finds that it is in the best interest of the City and Borough to sell the bond herein authorized to the Bank on the terms and conditions set forth therein and herein to refund the Refunded Bonds;

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

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

Section 2. Definitions. As used in this ordinance, the following words shall have the following meanings:

Acquired Obligations means the Government Obligations acquired by the City and Borough under the terms of this ordinance and the Escrow Agreement to effect the defeasance and refunding of the Refunded Bonds.

Assembly means the Assembly of the City and Borough of Juneau, Alaska as the same shall be duly and regularly constituted from time to time or any successor body.

Bank means Wells Fargo Bank, N.A., or any other wholly owned subsidiary of Wells Fargo Bank, N.A., or its permitted assigns.

Bank Qualified Adjustment Date means the date of (a) any determination, decision, decree or advisement by the Commissioner of Internal Revenue, or any District Director of Internal Revenue or any court of competent jurisdiction to the effect that the Bond no longer qualifies as a “qualified tax exempt obligation” under Section 265(b)(3) of the Code, or (b) the

delivery to the Bank or the City and Borough of an opinion of counsel delivered by Bond Counsel to the effect that the Bond no longer qualifies as a “qualified tax exempt obligation” under Section 265(b)(3) of the Code.

Bank Qualified Adjustment Rate shall have the meaning given such term in the Resolution.

Base Rate means the greatest of (i) the Bank’s Prime Rate plus 1%, (ii) the Federal Funds Rate plus 2%, or (iii) 7%.

Bond Fund means the “Debt Service Fund” of the City and Borough maintained pursuant to this ordinance.

Bond Interest is Taxable means that interest paid or to be paid on the Bond is or will be includable for federal income tax purposes in the gross income of the Bank or any other Registered Owner thereof, but excluding the inclusion of interest on such Bond as an item of tax preference for purposes of the calculation of an alternative minimum tax imposed on the Bank or such other Registered Owner.

Bond Register means the registration books for the Bond, maintained by the Bond Registrar, for the purpose of complying with the requirements of Section 149 of the Code and listing, inter alia, the names and addresses of all registered owners of the Bond.

Bond Registrar means the Finance Director, for the purposes of registering and authenticating the Bond, maintaining the Bond Register, and paying the principal of and interest on the Bond.

Bond means the City and Borough of Juneau, Alaska General Obligation School Refunding Bond, 2018, issued pursuant to this ordinance.

Bond Year means each one-year period that ends on the date selected by the City and Borough. The first and last Bond Years may be a shorter period. If no day is selected by the City and Borough before the earlier of the final maturity dates of the Bond or the date that is five years after the date of issuance of the Bond, Bond Years end on each anniversary of the date of issue and on the final maturity date of the Bond.

City and Borough means City and Borough of Juneau, Alaska, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Alaska.

City Manager means the city manager or interim city manager of the City and Borough.

Code means the federal Internal Revenue Code of 1986, as amended from time to time, and the applicable regulations thereunder.

Default Rate means a rate per annum equal to the Base Rate plus 3% per annum.

Determination of Taxability means (a) any determination, decision, decree or advisement by the Commissioner of Internal Revenue, or any District Director of Internal Revenue or any court of competent jurisdiction to the effect that Bond Interest is Taxable, or (b) the delivery to the Bank or any Registered Owner of an opinion of counsel, delivered by Bond Counsel, to the effect that Bond Interest is Taxable. A ***Determination of Taxability*** also shall be deemed to have occurred on the first to occur of the following:

- (i) the date when the City and Borough files any statement, supplemental statement, or other tax schedule, return or document, which discloses that Bond Interest is Taxable;
- (ii) the effective date of any federal legislation enacted or federal rule or regulation promulgated after the date of this ordinance which has the effect that Bond Interest is Taxable; or
- (iii) if upon sale, lease or other deliberate action within the meaning of Treas. Reg. § 1.141 2(d), the failure to receive an approving opinion.

Escrow Agreement means the Escrow Deposit Agreement, if any, entered into by the City and Borough with the Escrow Agent to be dated as of the date of closing and delivery of the Bond.

Escrow Agent means the financial institution, if any, selected pursuant to the conditions set forth in Section 10 of this ordinance.

Event of Default means the occurrence of any of the following:

- (i) a failure to pay principal or interest on the Bond when due, as provided in this ordinance, and the Bond; or
- (ii) a failure by the City and Borough to comply with any of its obligations, or to perform any of its duties, under this ordinance or the Bond, which failure continues, and is not cured, for a period of more than 60 days after the Registered Owner has made written demand on the City and Borough to cure such failure; or
- (iii) a material misrepresentation to the Bank by the City and Borough in this ordinance or the Bond, as reasonably concluded by the Bank after investigation and discussion with the City and Borough; or
- (iv) the City and Borough shall in writing claim, or repudiate its obligations under, or initiate any legal proceedings to seek an adjudication that, any of the provisions that provide for the payment of principal of or interest on the Bond is not binding upon the City and Borough; or
- (v) any court of competent jurisdiction or other governmental authority with jurisdiction to rule on the validity of this ordinance or the Bond shall find or rule that any material provision of this ordinance or the Bond is not valid and binding on the City and Borough; or

(vi) An Event of Insolvency shall have occurred with respect to the City and Borough.

Event of Insolvency means, with respect to the City and Borough, the occurrence of one or more of the following events:

(i) the issuance, under the laws of any state or under the laws of the United States of America, of an order of rehabilitation, liquidation or dissolution of the City and Borough;

(ii) the commencement by or against the City and Borough of a case or other proceeding seeking liquidation, reorganization or other relief with respect to the City and Borough or its debts under any bankruptcy, insolvency or other similar state or federal law now or hereafter in effect, including, without limitation, the appointment of a trustee, receiver, liquidator, custodian or other similar official for the City and Borough or any substantial part of its property or there shall be appointed or designated with respect to it, an entity such as an organization, board, commission, authority, agency or body to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress with respect to it or there shall be declared or introduced or proposed for consideration by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it;

(iii) the making of an assignment for the benefit of creditors by the City and Borough;

(iv) the inability or failure of the City and Borough to generally pay its debts as they become due;

(v) the declaration of a moratorium with respect to the payment of the debts of the City and Borough;

(vi) the City and Borough shall admit in writing its inability to pay its debts when due;

(vii) the City and Borough is “insolvent” as defined in Section 101(32) of the United States Bankruptcy Code; or

(viii) the initiation of any action in furtherance of or to authorize any of the foregoing by or on behalf of the City and Borough.

Finance Director means the director of the finance department of the City and Borough.

Government Obligations means:

(a) Cash (United States currency or demand deposits insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in subparagraph (b)), or

(b) Noncallable indirect obligations of (including obligations issued or held in book-entry form on the books of) the Department of the Treasury of the United States of America, the payment of which is guaranteed by the United States of America.

Net Proceeds, when used with reference to the Bond, means the principal amount of the Bond, plus accrued interest and original issue premium, if any, and less original issue discount.

Private Person means any natural person engaged in a trade or business or any trust, estate, partnership, association, company or corporation.

Private Person Use means the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental of property to the Private Person on a day-to-day basis if the rental paid by such Private Person is the same as the rental paid by any Private Person who desires to rent the property. Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such use is incidental to the governmental uses of property, the property is made available for such use by all such community groups on an equal basis and such community groups are charged only a de minimis fee to cover custodial expenses.

Redemption Date means June 1, 2018.

Refunded Bonds means any or all of the 2008A Refunded Bonds and/or the 2008B Refunded Bonds.

Registered Owner means the person in whose name ownership of a Bond is identified in the Bond Register, initially Wells Fargo Bank, N.A., or wholly owned subsidiary of Wells Fargo Bank, N.A.

Resolution means the resolution of the Assembly adopted pursuant to Section 12 of this ordinance, prescribing the additional terms relating to the Bond, relating, *inter alia*, to the rate or rates of interest, including the additional payments to be made with respect to interest upon the prepayment of the Bond.

Rule means the SEC's Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Savings Target means a dollar amount at least equal to three percent (3.0%) of the principal amount of the Refunded Bonds.

SEC means the United States Securities and Exchange Commission.

Taxable Date means the date on which interest on the Bond is first includable in gross income of a Registered Owner (including, without limitation, any previous Registered Owner) thereof as a result of a Determination of Taxability.

Taxable Rate shall have the meaning given such term in the Resolution..

2008 Bond Ordinance means, collectively, Ordinance Serial No. 2008-16(b), passed by the Assembly on May 12, 2008 and Resolution Serial No. 2447, passed by the Assembly on June 23, 2008.

2008A Bonds means the General Obligation School Bonds, 2008A, of the City and Borough issued under date of July 9, 2008, and presently outstanding in the aggregate principal amount of \$7,760,000.

2008B Bonds means the General Obligation School Bonds, 2008B (Taxable), of the City and Borough issued under date of July 9, 2008, and presently outstanding in the aggregate principal amount of \$1,415,000.

2008A Refunded Bonds means any or all of the 2008A Bonds maturing on or after June 1, 2019, designated by the Finance Director pursuant to Section 12.

2008B Refunded Bonds means any or all of the 2008B Bonds maturing on or after June 1, 2019, designated by the Finance Director pursuant to Section 12.

Interpretation and Rules of Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this ordinance; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this ordinance as a whole and not to any particular Article, Section or subdivision hereof.

Section 3. Authorization of Bond. For the purpose of refunding the Refunded Bonds and paying the costs of issuance of the Bond, the City and Borough shall issue its general obligation school refunding bond in the aggregate principal amount of not to exceed \$5,500,000, but in any event providing no more than \$5,500,000 in net proceeds (principal amount plus premium, if any, less costs of issuance) (the “Bond”). The Bond shall be dated as of the date established pursuant to Section 12, shall be fully registered as to both principal and interest, shall

be issued as a single fully registered bond, and shall be numbered in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification, and shall bear interest from its date payable on the dates and rate set forth in the Bond, and shall come due on the dates set forth in the Bond of the following years in the following estimated principal installments:

Maturity Year	Amount
2019	\$ 955,500
2020	987,500
2021	1,013,500
2022	1,037,000
2023	1,064,000

Total: \$5,057,500*

* Principal maturities do not add to \$5,500,000, as that is a not to exceed amount.

At the time of sale, the City Manager or his/her designee may increase or decrease the foregoing estimated principal amounts in any year by 25%, *provided, however*, in the aggregate, the Bond shall be issued in principal amounts that provide no more than \$5,500,000 (principal amount plus premium, if any, less costs of issuance) in net proceeds or \$5,500,000 in principal amount, whichever is less.

If an Event of Default is continuing, the Registered Owner may increase the interest rate on the Bond to the Default Rate by notice to the City and Borough and the Bond Registrar. The Default Rate will be in effect while the Event of Default is continuing. In addition, in the Event of Default the Registered Owner may exercise any remedy available at law or in equity, other than acceleration. No remedy shall be exclusive. The Registered Owner may waive any Event of Default, but no such waiver shall extend to a subsequent Event of Default. If the Registered Owner reasonably incurs any expenses in connection with enforcing its rights under this Section, the City and Borough shall pay to the Registered Owner, on demand, the Registered Owner's reasonable costs and reasonable attorneys' fees, whether at trial, on appeal or otherwise, including any allocated costs of in-house counsel.

Notwithstanding anything to the contrary herein, (i) from and after any Taxable Date, the interest rate on the Bond shall be established at a rate equal to the Taxable Rate, (ii) from and after any Bank Qualified Adjustment Date, the interest rate on the Bond shall be established at a rate equal to the Bank Qualified Adjustment Rate, and (iii) subject to the interest rate limitations above of this Ordinance, upon the occurrence and continuation of any Event of Default, from and after the effective date of such Event of Default, the interest rate on the Bond shall be established at a rate equal to the Default Rate. In the event that more than one of a Taxable Date, a Bank Qualified Adjustment Date and an Event of Default have occurred, the interest rate on the Bond shall be established at a rate equal to the greatest of (a) the Default Rate, if any Event of Default has occurred, (b) the Taxable Rate, if a Taxable Date has occurred, (c) the Bank Qualified Adjustment Rate, if a Bank Qualified Adjustment Date has occurred, and (d) the interest rate that otherwise would be applicable to the Bond but for the provisions of this paragraph.

Additional provisions relating to the interest rate on the Bond may be set forth in the Resolution.

The determination of the interest rate on the Bond, and its calculation of the amount of interest due for any period, by the Bank shall be conclusive and binding upon the City and Borough and the Registered Owner absent manifest error.

Section 4. Registration, Exchange and Payments. The Finance Director shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the “Bond Registrar”). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Interest on the Bond shall be calculated on the basis of a 360-day year and twelve 30-day months. Payments of principal of and interest on the Bond will be made by check or draft of the Bond Registrar mailed on the date such principal and interest is due or by electronic funds transfer made on such due date to the registered owner at the address appearing on the Bond Register. Upon payment of the final installment of principal of and interest on the Bond, the Bond shall be presented and surrendered by the Registered Owner at the principal office of the Bond Registrar for cancellation.

The Bond may only be transferred in whole and must be in compliance with the securities laws of the United States of America and only to (i) an affiliate of the Bank, (ii) a trust or other custodial arrangement established by the Bank, the owners of the beneficial interests in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended, or (iii) a person that is a qualified institutional buyer and a commercial bank having capital and surplus, determined as of the date of any transfer, of \$5,000,000,000 or more that has executed and delivered to the Bank and City and Borough investor letters in the form of Exhibit A hereto. The persons and entities identified in clauses (i) and (ii) of the foregoing sentence shall be referred to as the “Eligible Transferee(s).” Notwithstanding the foregoing, if the principal amount of the outstanding Bond is less than \$250,000.00, the Bond may not be transferred to any Eligible Transferee without the prior written consent of the City and Borough.

The City and Borough covenants that, until the Bond has been surrendered and canceled, it will maintain a system for recording the ownership of the Bond that complies with the provisions of Section 149 of the Code.

The City and Borough may deem the person in whose name the Bond is registered to be the absolute owner thereof for the purpose of receiving payment of the principal of and interest on such Bond and for any and all other purposes whatsoever.

Section 5. Prepayment. The City and Borough reserves the right to prepay principal of the Bond, in whole, at any time upon the payment of the Prepayment Fee (as calculated pursuant to Exhibit B hereto); provided, however, that a Prepayment Fee shall not be required in the event that the City and Borough optionally prepays the Bond due to and following the occurrence of a Taxable Date or a Bank Qualified Adjustment Date. The City and Borough shall provide the Bank with at least 30 (but not more than 60) days prior notice of any such prepayment.

Section 6. Form of Bond. The Bond shall be in substantially the following form:

NO. _____ UNITED STATES OF AMERICA \$ _____

STATE OF ALASKA

CITY AND BOROUGH OF JUNEAU

GENERAL OBLIGATION SCHOOL REFUNDING BOND, 2018

INTEREST RATE: _____%

MATURITY DATE: JUNE 1, 2023

REGISTERED OWNER: WELLS FARGO BANK, N.A.

TAX IDENTIFICATION #: _____

PRINCIPAL AMOUNT: _____ THOUSAND AND NO/100 DOLLARS

THE CITY AND BOROUGH OF JUNEAU, ALASKA (the “City and Borough”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount indicated above in accordance with the installment payment schedule set forth below (unless prepaid prior thereto as provided herein) and to pay interest thereon from _____, 20__, or the most recent date to which interest has been paid or duly provided for until payment of this bond at the interest rates set forth below, payable on _____ 1, 20__ and semiannually thereafter on the first day of each _____ and _____.

Date	Principal Amount	Interest Amount	Total
	\$		

Both principal of and interest on this bond are payable in lawful money of the United States of America. Installments of principal of and interest on this bond shall be paid to the Registered Owner at the address appearing on the Bond Register as set forth in the Bond Ordinance (as defined below), and principal of this bond shall be payable upon presentation and surrender of this bond by the Registered Owner at the principal office of the Finance Director of the City and Borough of Juneau, Alaska (the “Bond Registrar”).

The interest rate on this bond is subject to increase upon an Event of Default, Determination of Taxability or the occurrence of a Bank Qualified Adjustment Date, as set forth in the Bond Ordinance.

This bond is a general obligation bond of the City and Borough and is issued pursuant to Ordinance Serial No. 2018-09 of the City and Borough (the “Bond Ordinance”) for the purpose of refunding certain outstanding general obligation school bonds of the City and Borough. Capitalized terms used in this bond and not otherwise defined herein have the meanings given such terms in the Bond Ordinance.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar.

This bond is issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Alaska and ordinances duly adopted by the Assembly, including the Bond Ordinance.

This bond is subject to prepayment as stated in the Bond Ordinance.

This Bond may only be transferred in whole to (i) an affiliate of the Bank, (ii) a trust or other custodial arrangement established by the Bank or one of its affiliates, the owners of the beneficial interests in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended, or (iii) a person that is a qualified institutional buyer and a commercial bank having capital and surplus, determined as of the date of any transfer, of \$5,000,000,000 or more that has executed and delivered to the Bank and City and Borough investor letters in the form of Exhibit A to the Bond Ordinance. The persons and entities identified in clauses (i) and (ii) of the foregoing sentence shall be referred to as the “Eligible Transferee(s).” Notwithstanding the foregoing, if the principal amount of the outstanding Bond is less than \$250,000, the Bond may not be transferred to any Eligible Transferee without the prior written consent of the City and Borough.

The City and Borough has obligated and bound itself to make annual levies of ad valorem taxes upon all the taxable property within the City and Borough, without limitation as to rate or amount, in amounts sufficient, together with such other moneys of the City and Borough available for such purposes as the Assembly of the City and Borough may, from time to time, appropriate and make available to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the City and Borough are hereby irrevocably pledged for the levy of such taxes and the prompt payment of such principal and interest. The pledge of tax levies for payment of principal of and interest on the bond may be discharged prior to maturity of the bond by making provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

The bond is not a “private activity bond” as such term is defined in the Internal Revenue Code of 1986, as amended (the “Code”). The City and Borough has designated the bond as a

“qualified tax-exempt obligation” under Section 265(b) of the Code for investment by banks, thrift institutions and other financial institutions.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Alaska to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City and Borough may incur.

IN WITNESS WHEREOF, the City and Borough of Juneau, Alaska has caused this bond to be executed by the manual or facsimile signature of its City Manager or his/her designee and attested by the manual or facsimile of the Clerk, and the official seal of the City and Borough to be impressed, imprinted or otherwise reproduced hereon, as of this ____ day of _____, 2018.

CITY AND BOROUGH OF
JUNEAU, ALASKA

By _____ /s/ manual or facsimile
City Manager or Designee

ATTEST:

_____/s/ manual or facsimile
Clerk

The Certificate of Authentication for the Bond shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This bond is the General Obligation School Refunding Bond, 2018 of the City and Borough of Juneau, Alaska, dated _____, 2018, and described in the within-mentioned Bond Ordinance.

Finance Director, City and Borough of Juneau,
Alaska, as Bond Registrar

By _____
Authorized Signer

Section 7. Execution of Bond. The Bond shall be executed on behalf of the City and Borough with the manual or facsimile signature of the City Manager or his/her designee, shall be attested by the manual or facsimile signature of the City and Borough Clerk, and the seal of the

City and Borough shall be impressed or a facsimile thereof imprinted or otherwise reproduced thereon.

Only such Bond as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bond shall cease to be officer or officers of the City and Borough before the Bond so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the City and Borough, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City and Borough as though those who signed the same had continued to be such officers of the City and Borough. Any Bond may also be signed and attested on behalf of the City and Borough by such persons who are at the actual date of delivery of such Bond the proper officers of the City and Borough although at the original date of such Bond any such person shall not have been such officer of the City and Borough.

Section 8. Lost, Stolen, Destroyed or Mutilated Bond. In case the Bond shall at any time become mutilated or be lost, stolen or destroyed, the City and Borough in the case of a mutilated Bond shall, and in the case of a lost, stolen or destroyed Bond in its discretion may, execute and deliver a new Bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender and cancellation of such mutilated Bond, or in lieu of or in substitution for such destroyed, stolen or lost Bond, or if such stolen, destroyed or lost Bond shall have matured, instead of issuing a substitute therefor, the City and Borough at its option pay the same without the surrender thereof. Except in the case where a mutilated Bond is surrendered, the applicant for the issuance of a substitute Bond shall furnish to the City and Borough evidence satisfactory to it of the theft, destruction, or loss of the original Bond, and of the ownership thereof, and also such security and indemnity as may be required by the City and Borough, and no such substitute Bond shall be issued unless the applicant for the issuance thereof shall reimburse the City and Borough for the expenses incurred by the City and Borough in connection with the preparation, execution, issuance, and delivery of the substitute Bond, and any such substitute Bond shall be equally and proportionately entitled to the security of this ordinance with all other bonds issued hereunder, whether or not the Bond alleged to have been lost, stolen or destroyed shall be found at any time or be enforceable by anyone.

Section 9. Pledge of Taxes and Credit. The City and Borough hereby irrevocably covenants that, unless the principal of and interest on the Bond are paid from other sources, it will make annual levies of taxes without limitation as to rate or amount upon all of the property in the City and Borough subject to taxation in amounts sufficient to pay such principal and interest as the same shall become due. The full faith, credit and resources of the City and Borough are hereby irrevocably pledged for the annual levy and collection of such taxes and for the prompt payment of such principal and interest. There is maintained in the office of the Finance Director a special fund of the City and Borough known as the "Debt Service Fund" (the "Bond Fund"), for the sole purpose of paying the principal of and interest on the Bond and all

other general obligation bonds of the City and Borough. Accrued interest, if any, received at the time of delivery of the Bond shall be paid into the Bond Fund.

The City and Borough hereby irrevocably covenants and pledges for as long as the Bond is outstanding that it will make provision for the payment of the principal of and interest on the Bond in its annual budgets and further covenants that it will make annual levies of ad valorem taxes, for payment into the Bond Fund, upon all the property within the City and Borough subject to taxation, without limitation as to rate or amount, in amounts sufficient, with such other moneys available for such purposes as the Assembly from time to time may appropriate and order transferred to the Bond Fund, to pay the principal of and interest on the Bond as the same shall be come due and payable.

Section 10. Refunding Plan and Call For Redemption of the Refunded Bonds.

(a) *Refunding Plan.* A portion of the proceeds of sale of the Bond in the dollar amount certified by the City and Borough shall be delivered either to the Escrow Agent or the bond registrar for the Refunded Bonds for the purpose of defeasing the Refunded Bonds. The remaining portion of the proceeds of the sale of the Bond shall be delivered to the City and Borough for the purpose of paying related costs of issuance of the Bond.

Money received by the Escrow Agent or bond registrar for the Refunded Bonds from Bond proceeds and other money provided by the City and Borough, shall be used immediately upon receipt thereof in accordance with the terms of the Escrow Agreement, if any, or the letter of the City and Borough to defease the Refunded Bonds as authorized by the 2008 Bond Ordinance. The City and Borough shall defease the Refunded Bonds and discharge such obligations by the use of money deposited with the Escrow Agent, or the bond registrar for the Refunded Bonds, held as cash or used to purchase certain Government Obligations (which obligations so purchased, are herein called "Acquired Obligations"), bearing such interest and maturing as to principal and interest in such amounts and at such times which, together with any necessary beginning cash balance, will provide for the payment of each of the following bonds that have been designated as "Refunded Bonds":

- (1) interest on the Refunded Bonds coming due on each date on which interest is due and payable, to and including the Redemption Date; and
- (2) the redemption price of the Refunded Bonds (100% of the principal amount thereof) on the Redemption Date.

If needed, the Finance Director is hereby requested and directed to solicit proposals from financial institutions to serve as the Escrow Agent for the Refunded Bonds (the "Escrow Agent") and to select a financial institution to serve as Escrow Agent.

In order to carry out the purposes of this section, the Finance Director is authorized and directed to execute and deliver to the Escrow Agent an Escrow Deposit Agreement when the provisions thereof have been fixed and determined.

(b) *Call for the Redemption of the Refunded Bonds.* The City and Borough hereby irrevocably sets aside sufficient funds out of the cash or purchase of Acquired Obligations from proceeds of the Bond to make the payments described in Section 10(a) of this ordinance.

The City and Borough hereby irrevocably calls the Refunded Bonds for redemption on the Redemption Date, in accordance with the provisions of the 2008 Bond Ordinance authorizing the redemption and retirement of the Refunded Bonds prior to their fixed maturities.

Said call for redemption of the Refunded Bonds shall be irrevocable after the bond registrar for the Refunded Bonds has received the Bond proceeds or after the final establishment of the escrow account and delivery of the Acquired Obligations to the Escrow Agent.

The Escrow Agent or bond registrar for the Refunded Bonds is hereby authorized and directed to provide for the giving of a notice of the redemption of the Refunded Bonds in accordance with the applicable provisions of the 2008 Bond Ordinance. The Finance Director is authorized and requested to provide whatever assistance is necessary to accomplish such redemption and the giving of notice therefor. The costs of publication of such notice shall be an expense of the City and Borough.

The City and Borough will take such actions as are found necessary to see that all necessary and proper fees, compensation and expenses of the Escrow Agent shall be paid when due.

Section 11. Tax Covenants.

(a) *Arbitrage Covenant.* The City and Borough hereby covenants that it will not make any use of the proceeds of sale of the Bond or any other funds of the City and Borough which may be deemed to be proceeds of the Bond pursuant to Section 148 of the Code and the applicable regulations thereunder which, if such use had been reasonably expected on the dates of delivery of the Bond to the initial purchasers thereof, would have caused such Bond to be "arbitrage bonds" within the meaning of said section and said regulations. The City and Borough will comply with the requirements of Section 148 of the Code and the applicable regulations thereunder throughout the term of the Bond.

(b) *Private Person Use Limitation for the Bond.* The City and Borough covenants that for as long as the Bond is outstanding, it will not permit:

(1) More than 10% of the Net Proceeds of the Bond to be used for any Private Person Use; and

(2) More than 10% of the principal or interest payments on the Bond in a Bond Year to be directly or indirectly (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the City and Borough) in respect of property, or borrowed money, used or to be used for any Private Person Use.

The City and Borough further covenants that, if:

(3) More than five percent of the Net Proceeds of the Bond is to be used for any Private Person Use; and

(4) More than five percent of the principal or interest payments on the Bond in a Bond Year are (under the terms of this ordinance or any underlying arrangement) directly or indirectly: (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the City and Borough) in respect of property, or borrowed money, used or to be used for any Private Person Use, then, (i) any Private Person Use of the projects described in subsection (3) hereof or Private Person Use payments described in subsection (4) hereof that is in excess of the five percent limitations described in such subsections (3) or (4) will be for a Private Person Use that is related to the state or local governmental use of the projects refinanced by the Bond, and (ii) any Private Person Use will not exceed the amount of Net Proceeds of the Bond used for the state or local governmental use portion of the project to which the Private Person Use of such portion of the project relates. The City and Borough further covenants that it will comply with any limitations on the use of the projects refinanced by the Bond by other than state and local governmental users that are necessary, in the opinion of its bond counsel, to preserve the tax status of the Bond. The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the Bond. To that end, the provisions of this section may be modified or eliminated without any requirement for formal amendment thereof upon receipt of an opinion of the City and Borough's bond counsel that such modification or elimination will not adversely affect the tax status of the Bond.

(c) *Special Designation.* The City and Borough hereby designates the Bond as a "qualified tax-exempt obligation" for purchase by financial institutions pursuant to Section 265(b) of the Code. The City and Borough does not anticipate that it will issue more than \$10,000,000 in qualified tax-exempt obligations during the year 2018 (excluding obligations permitted by the Code to be excluded for purposes of the City and Borough's qualification as a qualified small issuer).

Section 12. Designation of Refunded Bonds; Sale of Bond.

(a) *Designation of Refunded Bonds.* As outlined in Section 2 and Section 10 of this ordinance, the 2008A Refunded Bonds and the 2008B Refunded Bonds may be called for redemption prior to their scheduled maturities. All or some of the 2008A Refunded Bonds and/or 2008B Refunded Bonds may be refunded with the proceeds of the Bond authorized by this ordinance. The City Manager or his/her designee may select some or all of the 2008A Refunded Bonds and/or 2008B Refunded Bonds and designate those 2008A Refunded Bonds and 2008B Refunded Bonds as the "Refunded Bonds" if and to the extent that the net present value aggregate savings with respect to all Refunded Bonds to be realized as a result of the refunding of the Refunded Bonds, after payment of all costs of issuance of the allocable Bond), is at least equal to the Savings Target.

(b) *Sale of Bond.* The City and Borough hereby ratifies and confirms its acceptance of the Bank's term sheet dated February 21, 2018, to purchase the Bond on the terms specified therein, but subject to the terms of this ordinance. The City Manager or his/her designee is authorized to negotiate and complete the sale of the Bond to the Bank on terms and conditions consistent with this ordinance and the Bond. Such terms and conditions, including the final principal amount, date, principal installment payment schedule, interest rates, and payment dates, all as provided for in this ordinance, shall be set forth in the Bond, all subject to the Assembly's approval by resolution (the "Resolution"), which Resolution may, at the option of the Assembly, provide for delegation within parameters approved by the Assembly. The proper City and Borough officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the Bank and for the proper application and use of the proceeds of the Bond.

Section 13. Additional Covenants and Agreements of the City and Borough.

(a) *Loan Treatment.* In addition to any other covenants and agreements of the City and Borough contained in this ordinance, the City and Borough further covenants and agrees that no placement agent or underwriter shall be involved in the sale and purchase of the Bond and that the Bond shall not be (i) assigned a rating by any credit rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) offered for sell pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service. The City and Borough further covenants that no prospectus, official statement, offering memorandum or other disclosure document shall be prepared and delivered in connection with the issuance and purchase of the Bond.

(b) *Information to Bank.* The City and Borough shall provide the Bank with a copy of the following: (i) as soon as available, and in any event within 210 days after the close of each fiscal year of the City and Borough, the audited financial statements of the City and Borough which shall be certified to the City and Borough by a certified public accountant as (A) having been prepared in accordance with GAAP (applied on a basis consistent with that of the preceding fiscal year) and (B) fairly presenting the financial condition of the City and Borough as of the end of such fiscal year and reflecting its operations during such fiscal year and (C) showing all material liabilities, direct or contingent, and disclosing the existence of any off-balance sheet liability, and shall include, without limitation, balance sheets, profit and loss statements and statements of cash flows, together with notes and supporting schedules, all on a consolidated and consolidating basis and in reasonable detail and including a copy of any management letter or audit report provided to the City and Borough by such certified public accountant within 30 days of receipt; (ii) as soon as available and in any event within 45 days of the beginning of each fiscal year, the annual operating budget of the City and Borough for such upcoming fiscal year. The operating budget shall include all amounts expected to be payable to the Bank in connection with the Bond in such fiscal year. Additionally, promptly after the adoption thereof, any amendments to the annual operating budget which may have an impact on any amount expected to be payable to the Bank; and (iii) as soon as available, any other relevant information reasonably requested by the Bank. Such information shall be made available to the Bank in the manner and form agreed upon to be acceptable to the Bank.

(c) *Right of Entry; Communication with State Auditor.* The City and Borough shall permit the duly authorized agents or representatives of the Bank during normal business hours and upon reasonable notice to visit and inspect any of the premises of the City and Borough, or any parts thereof, and to examine its financial and corporate books, records and accounts and to make copies thereof and extracts therefrom, and to discuss the City and Borough's affairs, finances, business and accounts with its officers, employees and agents.

(d) *Amendments.* The City and Borough shall not amend, modify or supplement, nor agree to any amendment or modification of, deviation from, or supplement to this Ordinance without the prior written consent of the Bank, or, if the Bank no longer owns the Bond, without the prior written consent of the Registered Owner of a majority of the outstanding principal amount of the Bond.

Section 14. Severability. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City and Borough shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

Section 15. Effective Date. This ordinance shall become effective thirty days after adoption.

ADOPTED this 2nd day of April, 2018.

Ken Koelsch, Mayor

ATTEST:

Laurie J. Sica, Clerk

CERTIFICATE

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

1. That the attached ordinance is a true and correct copy of Ordinance Serial No. 2018-09 (the “Ordinance”) of the City and Borough as finally passed at a regular meeting of the Assembly of the City and Borough (the “Assembly”) held on the 2nd day of April, 2018, and duly recorded in my office.

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of April, 2018.

Laurie J. Sica, Clerk
City and Borough of Juneau

EXHIBIT A

FORM OF INVESTOR LETTER

The undersigned, an authorized representative of the Bank, hereby represents to the City and Borough of Juneau, Alaska (“City and Borough”):

1. The Bank has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the City and Borough’s General Obligation School Refunding Bond, 2018 (“Bond”).

2. The Bank has authority to purchase the Bond and to execute this letter and any other instruments and documents required to be executed by the Bank in connection with the purchase of the Bond.

3. The undersigned is a duly appointed, qualified and acting representative of the Bank and is authorized to cause the Bank to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Bank.

4. The Bank is (a) an affiliate of Wells Fargo Bank, N.A., (b) a trust or other custodial arrangement established by Wells Fargo Bank, N.A. or one of its affiliates, the owners of the beneficial interests in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the “1933 Act”), or (c) a qualified institutional buyer that is a commercial bank with capital and surplus of \$5,000,000,000 or more. The persons and entities identified in (a) and (b) of the foregoing sentence shall be referred to as the “Eligible Transferee(s)”.

5. The Bank understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Bond. The Bank has made its own inquiry and analysis with respect to the City and Borough, the Bond and the security therefor, and other material factors affecting the security for and payment of the Bond.

6. The Bank acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the City and Borough, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City and Borough, the Bond and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Bond.

7. The Bank understands that the Bond (i) is not registered under the 1933 Act and is not registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, and (iii) carries no rating from any credit rating agency.

8. The Bond is being acquired by the Bank for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Bank reserves

the right to sell, transfer or redistribute the Bond, but agrees that any such sale, transfer or distribution by the Bank shall be to a Person:

- (a) that is an affiliate of Wells Fargo Bank, N.A.;
- (b) that is a trust or other custodial arrangement established by Wells Fargo Bank, N.A. or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers or accredited investors; or
- (c) that is a qualified institutional buyer and a commercial bank having capital and surplus of \$5,000,000,000 or more.

9. Notwithstanding the foregoing, the Bond may not be transferred to any Eligible Transferee if the outstanding principal is less than \$250,000 without the prior written consent of the City and Borough.

By _____
Name _____
Title _____

EXHIBIT B

CALCULATION OF PREPAYMENT FEE

The Prepayment Fee applicable to each Prepayment (as defined below) shall be calculated as set forth in this Exhibit B.

1. Capitalized terms used in this Exhibit B and not otherwise defined herein have the meanings assigned thereto in the Ordinance.

The following defined terms are used in this Exhibit B:

Calculation Agent means Wells Fargo Bank, National Association or its affiliates or such other entity designated by the Bank.

Day Count Fraction is the anticipated basis on which interest is to be computed on the Bond. The Day Count Fraction utilizes 30-day months and 360-day years.

Interest Payment Frequency is the anticipated frequency of interest payments under the Bond. The Interest Payment Frequency is semi-annually, with interest to be paid on the each ____ 1 and ____ 1, commencing on ____ 1, 2018.

Maturity Date means June 1, 2023.

Prepayment means each optional redemption of all or any portion of the Bond prior to the Initial Index Rate Purchase Date.

Prepayment Date means the date fixed for any Prepayment.

Prepayment Fee means the premium required to be paid by the City and Borough in connection with any Prepayment, calculated as provided in this Exhibit B.

Reference Rate means ____% per annum.

Scheduled Date means each date specified on Schedule 1 hereto in the columns labeled Scheduled Date.

Schedule of Principal Amounts means the anticipated principal amount of the Bond scheduled to be outstanding on the date the Bond is funded and on the Scheduled Dates. The Schedule of Principal Amounts for the Scheduled Dates is specified in Schedule 1 to this Exhibit B.

2. In connection with any Prepayment, a premium shall be paid by the City and Borough to the Bank if the Prepayment Fee is a positive number. No Prepayment Fee shall be

payable for a Prepayment if the Prepayment Fee for that Prepayment is a negative number. Prepayment Fees will be determined by the Calculation Agent, on the Business Day next preceding the Prepayment Date, as follows:

“**Prepayment Fee**” for any Prepayment is the difference of:

(i) the sum of the present values of a series of amounts computed for each Scheduled Date after the Prepayment Date through the Maturity Date, each of which amounts is equal to the product of (A) the Affected Principal Amount for the Affected Principal Period ending on that Scheduled Date, times (B) the Reference Rate times (C) the Day Count Fraction for such Affected Principal Period,

minus

(ii) the sum of the present values of a series of amounts computed for each Scheduled Date after the Prepayment Date through the Maturity Date, each of which amounts is equal to the product of (A) the Affected Principal Amount for the Affected Principal Period ending on that Scheduled Date, times (B) the Prepayment Rate, times (C) the Day Count Fraction for such Affected Principal Period,

where:

(1) the Calculation Agent computes such present values by discounting each such series of amounts described in clauses (i) and (ii) above from their respective Scheduled Date to the Maturity Date using a series of discount factors corresponding to those Scheduled Dates as determined by the Calculation Agent from the swap yield curve that the Calculation Agent would use as of the Prepayment Date in valuing a series of fixed rate interest rate swap payments similar to such series of amounts;

(2) the “**Affected Principal Amount**” for an Affected Principal Period is the principal amount of the Bonds reflected in the Schedule of Principal Amounts scheduled to be outstanding during that Affected Principal Period determined as of the relevant Prepayment Date by reference to such Schedule of Principal Amounts before giving effect to any Prepayment on that Prepayment Date, and for any Prepayment, multiplying each such principal amount times the Prepayment Fraction;

(3) the “**Affected Principal Period**” is each period from and including a Scheduled Date to but excluding the next succeeding

Scheduled Date; provided, however, if the Prepayment Date is not a Scheduled Date, the initial Affected Principal Period shall be the period from and including the Prepayment Date to but excluding the next succeeding Scheduled Date and the Affected Principal Amount for such initial Affected Principal Period shall be the amount stated in the Schedule of Principal Amounts Outstanding for the Scheduled Date next preceding the Prepayment Date;

(4) the “***Prepayment Fraction***” means, for each Scheduled Date, a fraction the numerator of which is the amount of the credit to be applied pursuant to the applicable provisions of the Bonds and the Agreement to reduce the amount of the payment otherwise due on such date and the denominator of which is the amount of the payment otherwise due on such date (without regard to such credit); and

(5) the “***Prepayment Rate***” for any Prepayment Date is the fixed rate the Calculation Agent determines is representative of what swap dealers would be willing to pay to the Calculation Agent (or, if required to be cleared under the Commodity Exchange Act or a Commodity Futures Trading Commission rule or regulation promulgated thereunder, to a swap clearinghouse) as fixed rate payors semi-annually in return for receiving one month LIBOR based payments monthly under interest rate swap transactions that would commence on such Prepayment Date, and mature on, or as close as commercially practicable to, the Maturity Date.

3. The Calculation Agent shall determine the Prepayment Fee hereunder with respect to each Prepayment reasonably and in good faith. The Calculation Agent’s determination in good faith shall be conclusive and binding except (i) in the case of manifest error or (ii) if the City and Borough demonstrates that the Calculation Agent has erred or used an unreasonable basis for determination of the Breakage Payment.

SCHEDULE 1 TO EXHIBIT B

Scheduled Dates	Schedule of Principal Amounts
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

**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. 17-0866-MUN
Agency No. USE2017 0006

[Proposed] ORDER DISMISSING APPEAL

Pursuant to the terms of the parties' settlement, this appeal is dismissed. The Planning Commission shall hold a supplemental hearing no sooner than May 22, 2018. Each party shall bear its own costs and fees, except Granite Mountain's \$500 appeal fee (R. 163) shall be refunded, CBJ 01.50.150(a).

DATED 3/6/18.

By


Cheryl Mandala
Administrative Law Judge

The undersigned certified that on March 7, 2018, this order was distributed by email to the following: Todd Araujo; Assistant Municipal Attorney Robert Palmer; and Taku Horticulture Company, LLC; a courtesy copy was sent to Municipal Attorney Amy Mead.

By


Law Office Assistant

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**

In the Matter of
GRANITE MOUNTAIN PROPERTIES
LIMITED LIABILITY COMPANY

OAH No. 17-0866-MUN
Agency No. USE2017 0006

STIPULATION FOR DISMISSAL RE: SETTLEMENT (with Proposed Order)

The parties have settled this appeal and submit this stipulation for dismissal. Given the procedural nature of this case and the arguments made by both parties, the parties have settled this appeal in the following manner:

1. Neither party shall be considered a prevailing party. Each party shall bear its own costs and fees, except Granite Mountain's \$500 appeal fee (R. 163) should be refunded, CBJ 01.50.150(a);
2. On February 27, 2018, a unanimous (7-0, with two Commissioners absent) Planning Commission voted to hold a supplemental hearing on USE2017-0006 pursuant to 49.15.330;
3. The supplemental hearing will occur at a regular Planning Commission meeting no sooner than May 22, 2018;
4. The record in this appeal will become the record before the Planning Commission as supplemented by written and oral comments;
5. Taku Horticulture is not required to submit any additional permit application or permit fees for the supplemental hearing, *see* 49.15.330(c);
6. Granite Mountain, Taku Horticulture, Community Development Department, CBJ staff, and any interested person are encouraged to provide written comments before the hearing and oral comments at the hearing;
7. The Planning Commission will then decide whether to reaffirm the issuance of or revoke the conditional use permit for USE2017-0006 pursuant to 49.15.330(e); and
8. The Planning Commission's decision would be subject to appeal, 49.20.120.

This settlement is a fair and reasonable resolution of this appeal. This settlement eliminates the various appeal points that have arisen through this appeal. The parties, the applicant, the Hearing Officer, and the City and Borough of Juneau save precious time and money by not continuing this litigation, which is in the interest of justice and the public. This settlement allows the parties, the applicant, and the public the opportunity to follow the normal procedures of 49.15.330 for supplemental material to be considered by the Planning Commission. This settlement does not prejudice or harm anyone because the Planning Commission's decision at the conclusion of the supplemental hearing would be subject to appeal.

For the foregoing reasons, the parties respectfully request that the Hearing Officer dismiss this appeal pursuant to the settlement reached by the parties.

DATED this 6th day of March, 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

Presented by: The Manager
 Introduced: March 5, 2018
 Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-07(A)

An Ordinance Appropriating and De-Appropriating Funds from the Treasury for FY18 School District Operations.

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

Section 2. Estimated Funding Sources. This Ordinance will make the following changes to the City and Borough of Juneau School District Operating Budget for the fiscal year beginning July 1, 2017, and ending June 30, 2018.

Estimated Revenue

State Support: \$ (726,277)

CBJ Transfers

Operations: \$ (167,500)

Special Revenue: \$ 167,500

Section 3. Appropriation and De-Appropriation. The following amounts are hereby changed for the fiscal year beginning July 1, 2017, and ending June 30, 2018.

General Operations: \$ (167,500)

Kinder Ready Program: \$ 167,500

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

Adopted this _____ day of _____, 2018.

 Kendell D. Koelsch, Mayor

Attest:

 Laurie J. Sica, Municipal Clerk

Ordinance 2017-07(A)

An Ordinance Appropriating and De-Appropriating Funds from the Treasury for FY18 School District Operations.

Manager's Report

The FY2018 school enrollment is below the level originally used to determine the Juneau School District (JSD) funding for the FY18 approved school budget.

This results in \$726,277 less of state revenue and a reduction of \$167,500 to the contribution amount that CBJ is allowed to fund under the state cap. The CBJ funding can be reduced or reallocated to other needs. The school board and Assembly Finance Committee have recommended reallocating the CBJ funding of \$167,500 to the Kinder Ready Program.

The Board of Education passed a budget revision for the FY18 District's Operating Fund at their December 12, 2017, meeting.

The Assembly Finance Committee approved this action at their meetings on December 13, 2017, and February 7, 2018.

The City Manager recommends this ordinance be adopted.