

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

March 14, 2022 7:00 PM

Assembly Chambers/Zoom Webinar/YouTube Livestream
Meeting No. 2022-07 <https://juneau.zoom.us/j/91515424903> or 1-253-215-8782 Webinar
ID: 915 1542 4903

Submitted By:

Duncan Rorie Watt, City and Borough Manager

I. FLAG SALUTE

II. LAND ACKNOWLEDGMENT

III. ROLL CALL

IV. SPECIAL ORDER OF BUSINESS

A. Instructions for Public Participation

The Assembly follows COVID protocols in accordance with CDC guidelines, CBJ ordinances & resolutions, and COVID mitigation strategies at the time of a meeting. Assemblymembers meet in-person, to the extent possible. *The public is recommended – but not required – to mask at meetings.* The public may participate in person or via Zoom webinar. Testimony time will be limited by the Mayor based on the number of participants. *Members of the public that want to provide oral testimony via remote participation must notify the Municipal Clerk prior to 4pm the day of the meeting by calling 907-586-5278. For in-person participation at the meeting, a sign-up sheet will be made available at the back of the Chambers and advance sign-up is not required.* Members of the public are encouraged to send their comments in advance of the meeting to BoroughAssembly@juneau.org.

V. APPROVAL OF MINUTES

VI. MANAGER'S REQUEST FOR AGENDA CHANGES

VII. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

VIII. 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 2021-08(b)(am)(AD) An Ordinance Appropriating**

\$2,400,000 to the Manager for the Purchase of the Family Practice Building at 10301 Glacier Highway; Funding Provided by Hospital Funds.

Bartlett Regional Hospital desires to acquire the Family Practice property near Industrial Boulevard to ensure the hospital has space to expand into as the demand for medical care increases. This property currently houses multiple established medical practices, and it would provide convenient access to medical care for people that live in the Mendenhall Valley. The hospital would like to eventually provide easy access to specialty care practitioners closer to patients' homes.

This request was reviewed by the Hospital Board at the February 22, 2022 meeting. This request was reviewed by the Lands, Housing, and Economic Development Committee at the March 7, 2022 meeting.

The Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.

2. Resolutions

a. **Resolution 2978 A Resolution Authorizing the Manager to Convey an Access Easement across City Property to Secon Inc., the Owner of Hidden Valley Subdivision, Tract A, Near Lemon Creek.**

In August, City staff received a request for an easement through City property located behind the North Lemon Creek Material Source in Lemon Creek from the adjacent property owner, Secon Inc. This property is located north of the Lemon Creek Correctional Center. Secon has an existing easement through the City property that has been in use since the 1980s. The access being requested would allow Secon to improve the water quality of Lemon Creek by bypassing an area of their existing easement that has recently been prone to slope failure and has been contributing to increased turbidity in the waters of Lemon Creek. Fair Market Value of this easement has been determined to be \$9,500. The Lands Housing and Economic Development Committee reviewed this request at the November 29, 2021, meeting and forwarded a motion of support for granting this easement to the Assembly.

The City Manager recommends the Assembly adopt this resolution.

b. **Resolution 2979 A Resolution Authorizing the Manager to Amend the CLIAA Settlement Agreement.**

Resolution 2852 (adopted Mar. 22, 2019) authorized the Manager to execute a settlement agreement to resolve the litigation related to the legality of the collection and expenditure of fees imposed upon a vessel related to the provision of municipal services and the construction of capital improvements. The settlement agreement encourages the parties to annually consult to discuss any new proposed projects and services for which CBJ passenger fees are sought to be expended. The amendments authorized by this resolution would update information and clarify that CLIA is waiving objection to the expenditure of up to \$10 million in passenger fees for support to the Capital Civic Center project. The amendments are reflected in the following lines 1, 8-9, 77-79, 160-164, 175-181, 202-205, and 329-330.

The Assembly Lands, Housing, and Economic Development Committee reviewed the settlement agreement amendments at its meeting on March 7, 2022, and recommended

the Assembly adopt this resolution.

The City Manager recommends the Assembly adopt this resolution.

c. **Resolution 2980 A Resolution Providing For Interest Rates For The Hospital Revenue Bond Being Issued Through The Alaska Municipal Bond Bank.**

On March 30, 2022, CBJ is scheduled to sell, via the Alaska Municipal Bond Bank, approximately \$20.0 million in Hospital Revenue Bonds. The issuance of the bonds was authorized by Ordinance 2021-43. The proceeds will be used to fund a portion of the emergency department renovation and new behavioral health facility.

The final Assembly action, per CBJ Charter, related to these bonds is to prescribe, by resolution, the interest rates and annual principal maturity dollar amounts. Schedule A of the resolution lists the years and amounts when the bonds will mature and sets the maximum interest rates authorized. The coupon rate for all the bonds cannot exceed 5.5% and the total aggregate interest cost for all bonds is estimated to be 2.0% - 3.75%.

The Assembly Finance Committee referred this to the full Assembly for adoption at its meeting on March 2, 2022.

The City Manager recommends the Assembly adopt this resolution.

d. **Resolution 2981 A Resolution Supporting the People of Ukraine and Suspending the Juneau Sister City Relationship with Vladivostok, Russia.**

Russian President Vladimir Putin has engaged in an unprovoked and unjustified attack on the sovereign nation of Ukraine. The CBJ stands firmly with Ukraine and its people. This resolution would join the CBJ into the international community in strongly condemning the egregious actions of President Vladimir Putin for ordering the invasion of Ukraine and would suspend the CBJ's Sister City relationship with Vladivostok, Russia. The CBJ shall continue to support the people of Vladivostok and looks forward to a time when true people to people cooperation can be restored.

The Assembly Human Resources Committee reviewed this matter earlier on March 14, 2022.

The City Manager recommends the Assembly adopt this resolution.

3. Bid Award

a. **BE22-163 - Dzantik'i Heeni Middle School Roofing Replacement**

This project consists of replacement of the exterior asphalt roofing for the Dzantik'i Heeni Middle School, originally constructed in 1993.

Bids were opened on this project on February 8, 2022. The bid protest period expired at 4:30 p.m. on February 9, 2022. Results of the bid opening are as follows:

BIDDERS	TOTAL BID
Earhart Roofing Co., Inc.	\$1,650,000
Coogan Construction Co.	\$2,065,000
Island Contractors, Inc.	\$2,137,100

Architect's Estimate \$1,740,000

The Manager recommends award of this project to Earhart Roofing Co., Inc., for the total amount bid of \$1,650,000.

b. **RFB 22-006 Term Contract for Roadway Painting**

Bids were opened on this project on February 28, 2022. The protest period ended March 3, 2022. The following bids were received:

BIDDER	TOTAL BID
Pacific Asphalt	\$120,220.15
Specialized Pavement Markings, LLC	\$197,944.21
Anchorage Striping	\$219,613.895
Jolt Construction and Traffic Maintenance	\$244,382.75

The City Manager recommends award to Pacific Asphalt on the basis of having the lowest responsive and responsible bid price in the amount of \$120,220.15.

4. Liquor License

a. **Liquor License Renewals for Licenses: #851 & #3695**

These liquor license actions are before the Assembly to either protest or waive its right to protest the license actions.

Liquor License Renewal

License Type: Restaurant/Eating Place-Seasonal, License #851

Licensee: Alaska Travel Adventures Inc. d/b/a Gold Creek Salmon Bake

Location: No premises, Juneau

License Type: Beverage Dispensary, License #3695

Licensee: South of the Bridge LLC d/b/a Louie's Douglas Inn

Location: 915 3rd Street, Douglas

Staff from Police, Finance, Fire, Public Works (Utilities) and Community Development Departments have reviewed the above licenses and recommended the Assembly waive its right to protest the renewal applications. Copies of the documents associated with these licenses are available in hardcopy upon request to the Clerk's office.

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

5. Other Items for consent

a. **CSP 2021-0007 Harris Street Reconstruction**

On February 8, 2022, the Planning Commission heard CSP2021 0007, which addresses the reconstruction of Harris Street between Fourth and Seventh Streets, reconstruction of Seventh Street between Gold and Harris Streets, and the accompanying required roadway construction waiver. Harris Street was originally platted in 1892, prior to the automobile and current road construction standards. Harris Street was last upgraded approximately fifty years ago.

The Commission recommended approval for CSP2021 0007. The project's primary goal is to replace combined sewer systems with separated sanitary and storm sewer systems in accordance with Alaska Department of Environmental Conservation and U.S. Environmental Protection Agency standards. In addition, aged terra cotta water mains, asphalt road surfaces, sewers, gutters, and sidewalks will be replaced for the first time in approximately 50 years. The Commission found this project to be in compliance with the 2013 Comprehensive Plan and the Juneau Climate Action and Implementation Plan.

Initially, a waiver to roadway construction standards was anticipated for this project, which was brought to the Planning Commission. After the Planning Commission hearing in which the waiver was noticed for reconsideration, staff conducted further analysis of AASHTO, and determined the proposed project will comply with AASHTO guidelines without a waiver to roadway construction standards. Thus, the Planning Commission recommends the Assembly adopt CSP2021-0007.

The Manager recommends the Assembly approve CSP2021-0007—without a waiver—as recommended by the Planning Commission.

IX. PUBLIC HEARING

A. **Ordinance 2022-12 An Ordinance Amending the Comprehensive Plan Related to the Long Range Waterfront Plan.**

This Long Range Waterfront Plan amendment would allow for a large cruise ship dock and moorage for government vessels near the Subport in downtown Juneau. Page 5 of the ordinance identifies criteria for the development of a fifth cruise ship dock. Assemblymember Woll has also proposed whereas amendments to clarify the Assembly's intent upon adopting this ordinance.

In addition to the Visitor Industry Task Force meetings, this topic was discussed by the Assembly Committee of the Whole on April 12, 2021. Staff held a public meeting on January 11, 2022. This ordinance was forwarded to the full Assembly by the Committee of the Whole on January 24, 2022. The Assembly held a special public testimony opportunity on February 28, 2022. The Systemic Racism Review Committee reviewed this request at the February 8, 2022 meeting and forwarded it to the full Assembly for public hearing.

The Manager recommends the Assembly adopt this ordinance with the amendments proposed by Assemblymember Woll (included in packet).

B. **Ordinance 2022-14 An Ordinance Authorizing the Manager to Convey Lot 9, Block 13, Juneau Townsite, Located at 139 South Franklin Street in Downtown Juneau, to Franklin Foods LLC.**

Franklin Foods LLC submitted an application to purchase City property located at 139 South Franklin Street in June of 2021. The Parks and Recreation Advisory Committee recommended the Assembly dispose of this property at its meeting on September 7, 2021. On October 25, 2021, the Assembly passed a motion of support for the Manager to negotiate with the original proposer towards the disposal of CBJ property. Fair market value was determined by appraisal to be \$171,000.

The Planning Commission (CSP 2021-0006) reviewed this proposed disposal at its meeting on January 11, 2022, and recommended the Assembly dispose of this property. The Lands, Housing and Economic Development Committee reviewed the draft ordinance at the February 14, 2022 meeting and passed a motion of support for disposal. The Systemic Racism Review Committee reviewed this request at the March 1, 2022, meeting and forwarded it to the full Assembly for public hearing.

The Manager recommends the Assembly adopt this ordinance.

C. Ordinance 2021-09(B) An Ordinance Appropriating and Deappropriating Funds from the Treasury for FY22 School District Operations.

The Juneau School District's (JSD) projected student enrollment has decreased by 146 students in FY22. The decrease in students constitutes a reduction in the City and Borough of Juneau's funding for general school operations by \$35,750. JSD requests that this funding instead be used for purposes outside the local funding cap. Possible areas that the funding could be moved to would be Transportation, Rally, Food Service, Student Activities, Community Schools, or other areas.

This request was reviewed by the JSD Board on January 11 and February 8, 2022. This request was reviewed by the Assembly Finance Committee at the March 2, 2022 meeting. The Systemic Racism Review Committee reviewed this request at the March 1, 2022 meeting and forwarded it to the full Assembly for public hearing.

The Manager recommends the Assembly adopt this ordinance.

D. Ordinance 2021-09(A) An Ordinance Appropriating \$10,000 from the Treasury for FY22 School District Operations.

The CBJ Parks and Recreation Department provides the Juneau School District (JSD) \$20,000 annually in facility rentals at Treadwell Arena at no cost. JSD is requesting an additional \$10,000 of ice time to support the Juneau Douglas High School hockey team. This ordinance would appropriate \$10,000 to the School District, not subject to the local funding cap, to purchase additional ice time at the rink from Parks and Recreation.

This request was reviewed by the JSD Board on January 11 and February 8, 2022. This request was reviewed by the Assembly Finance Committee at the March 2, 2022 meeting. The Systemic Racism Review Committee reviewed this request at the March 1, 2022 meeting and forwarded it to the full Assembly for public hearing.

The Manager recommends the Assembly adopt this ordinance.

E. Ordinance 2021-08(b)(am)(AB) An Ordinance Appropriating \$5,500,000 to the Manager as Funding for City and Borough of Juneau and Juneau School District Deferred Maintenance Capital Improvement Projects; Funding Provided by General Funds.

This ordinance would appropriate \$5,500,000 of general funds for City and Borough of Juneau (CBJ) and Juneau School District (JSD) deferred maintenance capital improvement projects, to be appropriated as follows:

School Roof Replacements (S02-104)	\$ 1,124,000
JSD Deferred Maintenance and Imprv. (S02-105)	\$ 876,000
CBJ Deferred Building Maintenance (P44-090)	\$ 1,600,000
Downtown/Glacier Fire Station	
Mechanical/Electrical Upgrades (F21-041)	\$ 800,000
CBJ Deferred Building Maintenance (P44-089)	\$ 600,000
Parks & Playground Maint. And Repairs (P41-093)	\$ 500,000

This appropriation provides for deferred maintenance of HVAC systems at the Downtown, Douglas, and Glacier Fire Stations, Treadwell Arena, and Douglas Library, as well as moisture control at Riverbend Elementary School, the replacement of the Dzantik'i Heeni Middle School

roof, and city-wide park maintenance.

This appropriation brings CBJ and JSD's deferred maintenance spending closer to the minimum recommended industry standards and supplements major deferred maintenance projects that are coming in higher than originally estimated due to current market escalation.

The Public Works and Facilities Committee reviewed this request at the February 14, 2022 meeting. This request was reviewed by the Assembly Finance Committee at the March 2, 2022 meeting. The Systemic Racism Review Committee reviewed this request at the March 1, 2022 meeting and forwarded it to the full Assembly for public hearing.

The Manager recommends the Assembly adopt this ordinance.

F. **Ordinance 2021-08(b)(am)(AA) An Ordinance Transferring \$120,000 from CIP U76-121 Collection System Pump Station Upgrades and CIP W75-061 Douglas Highway Water - David to I St. to CIP R72-157 Spruce Lane Reconstruction.**

This request would provide \$120,000 in funding for the Spruce Lane Reconstruction CIP to repair additional water and wastewater issues undiscovered until the completion of detailed design. Additionally, the project estimate has increased as a result of inflation, supply chain issues, and other economic factors. The proposed transfers are reallocating funds from one completed project and one ongoing project, which will retain sufficient funding to cover remaining project work.

The Public Works and Facilities Committee reviewed this request on February 14, 2022. The Systemic Racism Review Committee reviewed this request at the March 1, 2022 meeting and forwarded it to the full Assembly for public hearing.

The Manager recommends the Assembly adopt this ordinance.

G. **Ordinance 2021-08(b)(am)(AC) An Ordinance Appropriating \$75,000 to the Manager as Funding for Eaglecrest's Fiscal Year 2022 Pay Plan Adjustment; Funding Provided by Eaglecrest Revenue.**

This ordinance would appropriate \$75,000 for Eaglecrest's FY22 pay plan adjustment. The pay plan adjustment increased all actively used pay ranges and longevity steps to an hourly rate greater than the Alaska minimum wage of \$10.34/hour. Changes to the pay plan increased individual employee wages from 4% to 17%, with lower wage employees receiving the greatest percentage increases. Individual employee wages increased on average by 11%.

Funding for this ordinance is provided by Eaglecrest revenue.

The Assembly Finance Committee discussed the pay plan adjustment at the January 5, 2022, meeting. The Eaglecrest Board approved the pay plan adjustment at the January 7, 2022, meeting. The Systemic Racism Review Committee reviewed this request at the March 1, 2022, meeting and forwarded it to the full Assembly for public hearing.

The Manager recommends the Assembly adopt this ordinance.

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. STAFF REPORTS

XIII. ASSEMBLY REPORTS

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

XIV. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

XV. EXECUTIVE SESSION

A. Collective Bargaining Update

The City Manager recommends the Assembly recess into executive session to discuss an update to collective bargaining the immediate knowledge of which would adversely affect the finances of the municipality.

XVI. ADJOURNMENT

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

Presented by: The Manager
Introduced: March 14, 2022
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-08(b)(am)(AD)

An Ordinance Appropriating \$2,400,000 to the Manager for the Purchase of the Family Practice Building at 10301 Glacier Highway; Funding Provided by Hospital Funds.

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 \$2,400,000 for the purchase of the Family Practice building at 10301 Glacier Highway.

Section 3. Source of Funds

Hospital Funds	\$2,400,000
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Presented: 03/14/2022
Drafted by: R. Palmer III

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2978

A Resolution Authorizing the Manager to Convey an Access Easement across City Property to Secon Inc., the Owner of Hidden Valley Subdivision, Tract A, Near Lemon Creek.

WHEREAS, the City and Borough of Juneau owns HDK Subdivision, Lot 4 and RSH Subdivision II, Lot 2B; and

WHEREAS, Secon has an existing easement across this City and Borough of Juneau (CBJ) property that provides access to Secon property known as Hidden Valley Subdivision, Track A; and

WHEREAS, a new easement is necessary to improve the water quality of Lemon Creek by bypassing an area of Secon's existing easement that has been prone to slope failure and has been contributing to increased turbidity in Lemon Creek; and

WHEREAS, CBJ 53.09.300 authorizes the Manager to convey easements across CBJ land, upon approval of the Assembly by resolution; and

WHEREAS, the Lands, Housing and Economic Development Committee reviewed this request at the November 29, 2021 meeting and passed a motion of support to the Assembly for granting an access easement to Secon, Inc.

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

Section 1. Authorization. The Manager is authorized to convey an access easement, across HDK Subdivision, Lot 4, as generally shown in Exhibit A, subject to the terms and conditions established herein.

Section 2. Terms and Conditions.

(a) Term. The easement term shall be for 30 years.

(b) Use. Use of the easement shall be for the sole purpose of providing access to Hidden Valley Subdivision, Track A.

(c) Non Exclusivity. The easement shall be non-exclusive. The CBJ may grant other overlapping easements.

(d) Permits. The grantee shall obtain all authorizations and permits necessary to construct utilities and any improvements.

(e) Construction and Maintenance. The grantee is responsible for construction and maintenance of any and all improvements.

(f) Purchase Price. The purchase price of this easement shall be the fair market value, which has been determined by the Manager to be \$9,500.00.

(g) Other Terms and Conditions. The CBJ Manager may include other terms and conditions deemed to be in the public interest.

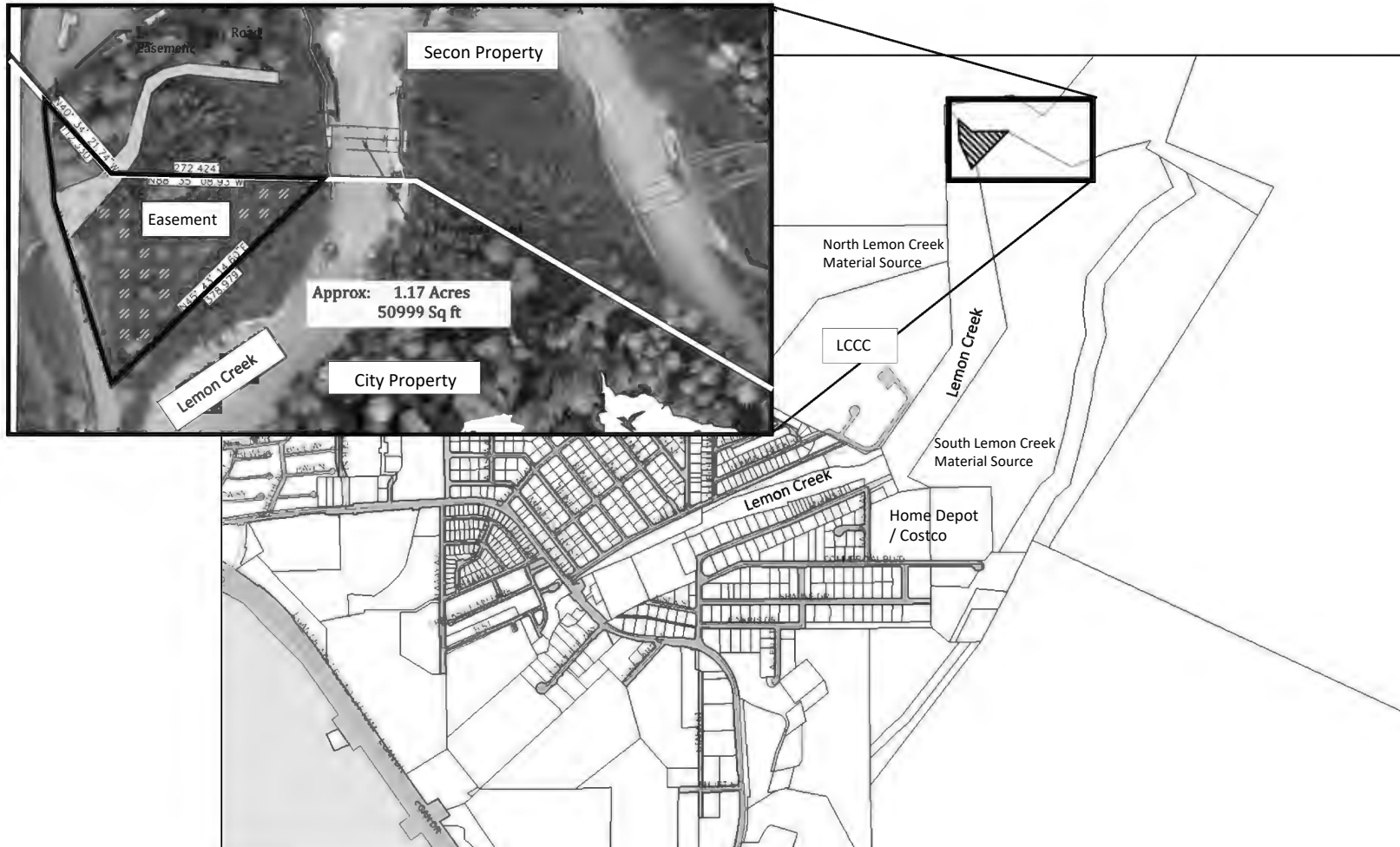
Section 3. Effective Date. This resolution shall be effective immediately after its adoption.

Adopted this _____ day of _____, 2022.

Attest:

Beth A. Weldon, Mayor

Elizabeth J. McEwen, Municipal Clerk



Resolution 2978 Exhibit A

Presented by: The Manager
Presented: 3/14/2022
Drafted by: R. Palmer III

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2979

A Resolution Authorizing the Manager to Amend the CLIAA Settlement Agreement.

WHEREAS, Resolution 2852 (Mar. 22, 2019) authorized the Manager to execute a settlement agreement to resolve the litigation related to the legality of the collection and expenditure of fees imposed upon a vessel related to the provision of municipal services and the construction of capital improvements;

WHEREAS, paragraphs 3(d) and 7 of the settlement agreement encourage the parties to annually consult to discuss any new proposed projects and services for which CBJ passenger fees are sought to be expended;

WHEREAS, the amendments authorized by this resolution would update information and clarify that CLIA is waiving objection to the expenditure of up to \$10 million in passenger fees for support to the Capital Civic Center project.

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

Section 1. Authorization. The Manager may execute the amended settlement agreement in substantially the same form as attached in Exhibit A.

Section 2. Effective Date. This resolution shall be effective immediately after its adoption.

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

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49 D. WHEREAS, other communities in Southeast Alaska are concerned about the
50 impact of the Court Rulings on their communities and have voluntarily offered the CBJ monetary
51 support to appeal the Court Rulings, and as such, any amicable resolution between CBJ and CLIA
52 must be practical, not harmful to other communities in Southeast, and should acknowledge each
53 community must exercise local control in its decision making because each community has unique
54 approaches and issues. The Parties also acknowledge that CBJ's Marine Passenger Fee and Port
55 Development Fee are fees imposed upon a vessel, and not fees imposed upon a passenger like the
56 State Commercial Passenger Vessel excise tax (A.S. 43.52.200 et. seq). The Parties agree that the
57 State Commercial Passenger Vessel excise tax was not litigated or an issue in the Action. The
58 State of Alaska and a predecessor of CLIA settled a dispute involving the State Commercial
59 Passenger Vessel excise tax in 2010 resulting from No. 3:09-cv-00015-TMB, United States
60 District Court for the District of Alaska.

61
62 E. WHEREAS, CBJ acknowledges that the construction of the western seawalk
63 project from Gold Creek to Overstreet Park may or may not have survived legal challenge and
64 that because CLIA chose not to seek an injunction for this part of the construction, this project
65 was not delayed and was successfully constructed; and while CLIA acknowledges that the western
66 seawalk project may or may not have survived a legal challenge, CLIA also acknowledges the
67 entire seawalk has been a part of CBJ's Long Range Waterfront Plan for more than 10 years, the
68 project has the support of the Juneau public and such public support is instrumental and necessary
69 to the development of the Juneau waterfront and the growth of the cruise industry.

70
71 F. WHEREAS, the Parties shall engage in annual meetings to discuss their respective
72 issues and positions, regarding major development projects, as early as possible. For example,
73 during the 2019 consultations with the City Manager, CLIA did not object to the CBJ using fees,
74 subject to Assembly appropriation, imposed on a vessel or passenger to lease space away from
75 the downtown Juneau area to temporarily stage containers during the cruise season to enable
76 vessels to efficiently unload, load, and timely depart instead of having containers trucked through
77 the Maritime Industry Zone during peak periods, and does not object to the use of an amount not
78 to exceed \$10 million in fees over no longer than a five year period to support renovations/
79 improvements/additions to the Capital Civic Center.

80
81 G. WHEREAS, the Parties affirm that nothing in this Agreement is an attempt to
82 interfere with the Assembly's responsibility to govern the affairs of the City and Borough of
83 Juneau but is provided to the Assembly as best practices pertaining to the collection and
84 appropriation of Passenger fees so that future disputes may be avoided.

85
86 NOW, THEREFORE, for valid and binding consideration acknowledged by the Parties,
87 the Parties hereby agree as follows:

88 DEFINITIONS

89
90 A. The term "Cruise Lines International Association" shall include its Members
91 calling in Juneau, Alaska, specifically and without limitation to include: Carnival Cruise Lines,
92 Crystal Cruises, Disney Cruise Lines, Holland America Line, Norwegian Cruise Line, Oceana
93 Cruises, Princess Cruises, Regent Seven Seas Cruises, Royal Caribbean International and
94 Silverseas Cruises and any person or entity, past or present, acting on behalf of any of the
95 foregoing, including, but not limited to, each of their present and former agents, representatives,
96 owners, officers, executives, partners, directors, employees, insurers and/or attorneys.

97
98 B. The term "Cruise Lines International Association Alaska" (together with Cruise
99 Lines International Association, "CLIA") shall also include CLIA Northwest & Canada and any
100 person or entity, past or present, acting on behalf of any of the foregoing, including, but not
101 limited to, each of their present and former agents, representatives, owners, officers, executives,
102 partners, directors, employees, insurers and/or attorneys.

103 C. The term "The City and Borough of Juneau, Alaska" shall include any person or
104 entity, past or present, acting on its behalf, in the collection and expenditure of those certain Fees
105 collected from cruise vessels calling at the docks and local waters within the jurisdiction of CBJ,
106 including, but not limited to, each of their present and former members, representatives, officers,
107 executives, partners, directors, employees, insurers and/or attorneys, but not individual
108 Assemblymembers.

109 D. The term "Rorie Watt" shall include Mr. Watt in his official capacity as City
110 Manager of Juneau, Alaska and any person or entity, past, present or future, acting in the official
111 capacity as City Manager of Juneau, Alaska, including, but not limited to, each of their
112 successors, assigns, representatives, officers, executives, partners, directors, employees, insurers
113 and/or attorneys.

114 E. The term "Dispute(s)" shall be defined as all claims, defenses and/or allegations
115 arising out of and in any way connected with the pleadings filed in the Action. The term shall not
116 include future business dealings with respect to the collection and expenditure of Fees, except as
117 otherwise agreed in this Agreement.

118 F. The term "Marine Passenger Fee" ("MPF") shall mean that certain five U.S. dollar
119 (US\$5.00) per passenger fee assessed on certain passenger vessels as codified by CBJ Code
120 Sections 69.20.030 and 69.20.040.

121 G. The term "Port Development Fee" ("PDF") shall mean that certain three U.S.
122 dollar (US\$ 3.00) per passenger fee assessed on vessels carrying passengers for compensation on
123 port calls in the City and Borough of Juneau pursuant to Resolution 2552 (2010).

124 H. The term "Motion for Summary Judgment Order" ("MSJ Order") is defined
125 above. The terms of the MSJ are incorporated herein by this and any other reference. The MSJ
126 Order is attached hereto as Exhibit A.

127 I. The term "Final Judgment" refers to that certain Judgment In A Civil Case filed
128 by the United States District Court Judge for the District of Alaska, Hon. H. Russel Holland, on
129 January 25, 2019, and entered in the Action at Docket No. 217; the terms of which are incorporated
130 herein by this and any other reference. The Final Judgment is attached hereto as Exhibit B.

131 J. The term "Maritime Industry Zone" shall refer to that certain map attached hereto
132 as Exhibit D.

133 K. The term "Effective Date" shall be defined as the date of full execution of this
134 Agreement by both parties.
135

136 AGREEMENTS

137

138 1. **Incorporation.** This Agreement hereby incorporates the Recitals and Definitions stated
139 above.
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142 2. **Operational Services Budget.** Attached as Exhibit C to this Agreement and incorporated
143 herein by this reference is a true and correct copy of the CBJ FY 2019 Budgeted MPFs
144 expenditures. The Parties acknowledge the allocation of Fees stated therein and, for purposes of
145 this Agreement, CLIA does not object to each of the line item expenditures for FY 2019. With
146 respect to the allocation of Fees for General Government Services in the successive years
147 following FY 2019 governed by this Agreement, the Parties agree that in lieu of a line item
148 allocation for General Government Services, CBJ will obtain a cost allocation study of said
149 General Government Services and will allocate Fees based on the results of the future study
150 effective FY2021 (July 1, 2020). The Parties understand and agree the intent of procuring an
151 audit under this paragraph is that the cost of operational services will not vary significantly (+/-
152 ten percent) from historical allocations for operational services. The parties agree that from time
153 to time inflationary adjustments will likely be necessary.

154
155 3. **Agreed Use of Fees in Maritime Industry Zone.** The Parties acknowledge and agree to the
156 collection and expenditure of Fees in the Maritime Industry Zone. The Parties attach hereto as
157 Exhibit D an area map of downtown Juneau wherein CBJ provides (Zone A) or could provide
158 (Zone B) the infrastructure for cruise vessels, the support services for such vessels while in port,
159 and infrastructure and services that further the marine enterprise/operation of such vessels,
160 including: dockage, lightering, ship to shore infrastructure including utilities and debt service,
161 ship to ship infrastructure including debt service, seawalks, restrooms, signage/wayfinding, motor
162 coach staging, passenger queuing, terminal or emergency assembly facilities, access and parking
163 facilities for vehicles serving a vessel, and any infrastructure required or recommended by the
164 Department of Homeland Security (i.e. USCG and USCBP). The following expenditures are
165 agreed to by the Parties:

166
167 a. Debt service on the Cruise Ship Berth Enhancement project (commonly known as
168 16B) and the planning, design and construction necessary to improve private and public
169 cruise ship docks. The cost of acquiring land, tidelands, and easements required for the
170 construction of capital improvements would be considered eligible project costs. For
171 purposes of this Agreement, CLIA does not object to Fee expenditures for those
172 purposes.

173
174 b. For the purposes of this Agreement, CLIA does not object to Capital improvements
175 within Zone A of the Maritime Industry Zone that further the marine enterprise/operation
176 of vessels as described above including: dockage, lightering, ship to shore infrastructure
177 including utilities and debt service, ship to ship infrastructure including debt service,
178 seawalks, restrooms, signage/wayfinding, motor coach staging, passenger queuing
179 facilities, access and parking facilities for vehicles serving a vessel, and any infrastructure
180 required or recommended by the Department of Homeland Security (i.e. USCG and
181 USCBP). The Parties agree to the expenditure of Fees for this infrastructure in Zone A
182 and acknowledge that the CBJ may need to expand or change such services and
183 infrastructure in Zone A due to a change in circumstances, such as changes in vessel size,
184 scheduling, and demands for such services or infrastructure by the changes in
185 circumstance. The cost of acquiring land, tidelands, and easements required for the
186 construction of capital improvements would be considered eligible project costs. For
187 purposes of this Agreement, CLIA does not object to Fee expenditures for those
188 purposes.

c. Operational Services provided within Zone A pursuant to Paragraph 2, including but not limited to the following services that the CBJ provided in 2018 to CLIA, its passengers or crew: dockage, lightering, restroom maintenance, crossing guards, police/security patrols and infrastructure, fire and emergency medical service, weather monitoring, tug assist, trash collection and disposal, and any service required or recommended by the Department of Homeland Security (i.e. USCG and USCBP). The Parties agree to the expenditure of Fees for these services in Zone A and acknowledge that the CBJ may need to expand or change such services and infrastructure in Zone A due to a change in circumstances, such as changes in vessel size, scheduling, and demands for such services or infrastructure by the changes in circumstance. For purposes of this Agreement, CLIA does not object to Fee expenditures for those purposes.

d. For proposed capital improvements or operational services within Zone B, the parties agree to discuss these ideas at the annual meeting. CLIA does not object to a Fee expenditure in Zone B of an amount not to exceed \$10 million (\$10,000,000), over no longer than a five year period, for the Centennial Hall Expansion Project (also known as the "Capital Civic Center").

e. The Parties agree that expenditure of Fees outside of Zones A and B may be necessary. In such case, the parties shall discuss such ideas in accordance with paragraph 7.

4. **Statter Harbor Improvement Project.** CBJ has developed construction plans for improvements to Statter Harbor that will promote marine commerce in the area and provide services to vessels. CLIA contends the full scope of construction of the Statter Harbor Project may be beyond the scope of permissible expenditure of Fees set forth in the MSJ Order, but for purposes of this Agreement, CLIA does not object to a Fee expenditure up to seventy-five percent (75%) of a total project budget not to exceed twelve million four hundred thousand dollars (US\$12,400,000.) CBJ agrees to finance the remainder of the Statter Harbor Project construction through other funding sources.

5. **Attorney's Fees.** Both Parties shall be reimbursed for their respective attorney's fees incurred litigating the Disputes brought in the Action. The Parties agree that CBJ shall cause one million five hundred thousand dollars (\$1,500,000) to be paid from the MPF collected from CLIA Members to partially reimburse CLIA for its attorney's fees incurred in the Action. The Parties acknowledge that CBJ incurred approximately Eight Hundred Thousand (\$800,000) in legal fees defending the Action and prior to the Effective Date of this Agreement has used approximately Three Hundred and Fifty Thousand Dollars (\$350,000) from MPF collected from CLIA Members. The Parties agree that CBJ may cause the remaining Four Hundred and Fifty Thousand Dollars (\$450,000) to be paid from the MPF collected from CLIA Members and use those funds as an "other funding source" in accordance with paragraph 5. Payment to CLIA shall be made on or shortly after March 22, 2019. The Parties acknowledge that the CBJ has initially provided the \$1.95M payments from FY2019 general funds (Ord. 2018-11(AF)); For purposes of this Agreement, CLIA does not object to the CBJ reimbursing the \$1.95M payments of general funds with FY20 MPF funds (Ord. 2019-14). Neither payment shall be deemed or constitute an admission of liability or wrongdoing by either Party nor shall either Party be considered the prevailing party.

236
237
238 6. **Public Records.** CBJ shall keep true and accurate records, sufficient to determine the amount
239 of Fees collected and the appropriation, allocation and expenditure of said Fees during any Fiscal
240 Year wherein Fees are collected from CLIA. Consistent with Alaska public records laws (e.g.
241 A.S. 40.25.110 and CBJC 01.70), these records shall be maintained and open to inspection
242 at CLIA's expense at reasonable intervals by an independent auditor during regular business
243 hours of CBJ. All audit expenses shall be considered costs recoverable to the prevailing party in
244 any dispute resolution initiated pursuant to Paragraph 9.

245 7. **Annual Consultation.** Guided by the timelines in CBJC 69.20.120(b) (March 14, 2019),
246 the Parties agree for each and every Fiscal Year, the Parties shall endeavor to meet in person
247 to discuss in good-faith any new proposed projects and services for which Fees are sought to
248 be expended in the following Fiscal Year with the ultimate decision resting with the Assembly.
249

250 8. **Amount of Fees.** CBJ acknowledges and agrees the MPF should remain at \$5.00 per
251 passenger and the PDF should remain at \$3.00 per passenger for at least the next three years
252 from the Effective date. However, if an Assembly determines otherwise during the next three
253 years, the parties agree to meet and discuss consistent with paragraph 7. If there is any change
254 to the State Commercial Passenger Vessel statutes (A.S. 43.52.200-295) during the three
255 year period, then the intent of this section is null and void.
256

257 9. **Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising out
258 of or relating to this Agreement or the annual project planning meeting or any breach thereof,
259 including any claims relating to collection and expenditure of the Fees, the Parties hereto shall
260 use their best efforts to settle such disputes, claims, questions or disagreements through direct
261 discussions and, if the matter cannot be settled through direct discussions, the parties agree to
262 first endeavor to settle the dispute in an amicable manner by non-binding mediation, before
263 resorting to litigation. The parties agree that upon notice to the other demanding mediation, the
264 statute of limitations for the matter is tolled. If the parties cannot reach a resolution through
265 mediation, then either party may file their claim in the United States District Court for the
266 District of Alaska, which shall be the sole and exclusive forum for resolving such matters. The
267 Parties agree that all claims shall be filed and adjudicated in the United States District Court for
268 the District of Alaska. The intent of this paragraph is to provide a process to resolve only
269 justiciable issues that the CBJ has undertaken or is reasonably certain to undertake with Fees;
270 This paragraph is not intended to limit or compel the legislative discretion of the Assembly.
271

272 10. **Cost of Enforcement.** In the event that either party shall institute any action (whether
273 mediation and/or court litigation), at law or in equity, against the other party to enforce or
274 interpret any provision(s) of the this Agreement, or for breach hereof or default hereunder, the
275 prevailing party shall be entitled to reasonable legal fees and costs, and such other relief to which
276 it may be entitled, for the enforcement of any of its rights hereunder consistent with Alaska Civil
277 Rule 79 and 82.
278

279 11. **Complete Agreement.** This Amended Memorandum of Agreement represents the complete
280 and exclusive agreement by and between the Parties and supersedes all prior and
281 contemporaneous promises and agreements of any kind relating to the resolution of the Disputes,

as well as all negotiations and discussions between the Parties hereto and/or their respective legal counsel with respect to the subject matters covered hereby. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any of the Parties hereto concerning the subject matter hereof. This is an integrated agreement.

12. **Term of Agreement**. The term of this Agreement shall be ten years from the effective date with automatic ten year renewals unless either Party provides written notice to the other, sixty days prior to the renewal date, to terminate this Agreement.

13. **Successors and Assigns**. All of the terms and provisions of the Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the Parties.

14. **Governing Law**. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the United States of America and the State of Alaska.

15. **Waiver of Breach**. No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

16. **No Admission of Liability**: The Parties agree that the execution of this Agreement is done solely for the purposes of compromise, and to eliminate the burden and expense of further litigation, and does not constitute, and shall not be construed as, an admission of liability, wrongdoing, fault or as evidence with respect thereto, by any Party, on account of any claims or matters arising between CLIA on the one side and the CBJ on the other side raised in the Action. The Parties further agree that this Agreement shall not be offered or received against any of the Parties as evidence of a presumption, concession or admission with respect to any liability, fault or wrongdoing, other than such proceedings as may be necessary to effectuate the terms of this Agreement, the MSJ Order and Final Judgment. The parties acknowledge and agree that nothing in this Agreement is intended to prohibit disclosure by CLIA Members to their passengers and guests of Fees paid to CBJ pursuant to this agreement or to prohibit CLIA Members from continuing to assess passengers/guests for reimbursement of fees paid to CBJ.

17. **Third party claims**. In the event that a third-party files a claim or lawsuit against the CBJ resulting from or related to this Agreement and/or the collection and expenditure of the Fees, CLIA shall have no obligation to defend or indemnify the CBJ for such claim and/or lawsuit. CLIA's agreements and/or cooperation with respect to the CBJ's collection and expenditure of Fees, does not bind the CBJ in any manner to collect and expend the Fees nor does CLIA have any responsibility for the expenditure of the Fees once the Fees are collected from CLIA Members.

18. **Notice.** Any notice required to be given pursuant to this Agreement shall be deemed to have been sufficiently given either when served personally or when served by first-class mail addressed to the other Parties.

a. Notice to CLIA shall be effective only when addressed to:

~~President~~Chairman, CLIA Alaska

360 K Street Suite 300

Anchorage, AK 99501

with copy to:

President, CLIA

1201 F Street NW

Suite 250

Washington, DC 20004

b. Notice to CBJ shall be effective only when addressed to:

City and Borough of Juneau

c/o City Manager

155 S. Seward St

Juneau, AK 99801

19. **Mutual Drafters.** All Parties have cooperated in the drafting and preparation of this Agreement. Hence, this Agreement shall not be construed against any party on the basis that the party was the drafter.

20. **Severability.** If any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Agreement (Amendment 1).

Cruise Lines International Association Alaska

By: _____

Its: _____

Dated: _____

Cruise Lines International Association

By: _____

Its: _____

Dated: _____

The City and Borough of Juneau

By: _____

Its: _____

Dated: _____

Rorie Watt

By: _____

Dated: _____

Presented by: The Manager
Introduced: 03/14/22
Drafted by: Bond Counsel

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Resolution No. 2980

A Resolution Providing For Interest Rates For The Hospital Revenue Bond Being Issued Through The Alaska Municipal Bond Bank.

WHEREAS, on February 7, 2022, the Assembly of the City and Borough of Juneau, Alaska (the “City and Borough”), passed Ordinance Serial No. 2021-43 authorizing the issuance and sale of its Hospital Revenue Bonds (Bartlett Regional Hospital Project) in the aggregate principal amount of not to exceed \$20,000,000 (the “Authorized Bonds”); and

WHEREAS, pursuant to Section 10 of said Ordinance Serial No. 2021-43, the City Manager of the City and Borough or his/her designee shall be authorized to negotiate the sale of all or a portion of the Authorized Bonds (hereinafter defined as the Bond) to the Alaska Municipal Bond Bank (the “Bond Bank”); and

WHEREAS, Section 10.2(b) of the Charter of the City and Borough provides that the Assembly shall by resolution prescribe the rate or rates of interest on the Bond;

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA, as follows:

Section 1. Bond Sale. The sale of the Authorized Bonds is hereby authorized and approved under the terms prescribed in this resolution (the “Bond”). The Bond shall be designated as the Hospital Revenue Bond, 2022 (Bartlett Regional Hospital Project). Capitalized terms in this resolution which are not otherwise defined shall have the meanings given such terms in Ordinance Serial No. 2021-43 of the Assembly (the “Bond Ordinance”).

Section 2. Bond Date, Maturity; Payments; Designation. The Bond shall be dated the date of delivery, expected to be April 14, 2022, shall mature in the principal amounts prescribed on Schedule A attached hereto and by this reference made a part hereof and shall bear interest payable on June 1, 2022 and semiannually thereafter on the first days of each June and December at the rates prescribed on Schedule A. At the time of sale of the Bond, the City Manager or his/her designee may increase or decrease the estimated principal amounts on Schedule A within the parameters specified in the Bond Ordinance, and may decrease the interest rates shown on Schedule A depending upon orders received for particular maturities, so long as (i) the net proceeds of the Bond (principal amount, plus net premium, less costs of issuance) does not exceed \$20,000,000; and (ii) the true interest cost (as described in Schedule A) of the Bond (in the aggregate) does not exceed 4.50%. The authority granted to the City Manager and his/her designee pursuant to this Section shall be effective from the date of adoption of this resolution until May 14, 2022. If the Bond Bank has not made a final offer of terms approved by the City Manager or his/her designee consistent with the prescriptions of this resolution by May 14, 2022, the authority granted by this resolution shall be rescinded. Both principal of and interest on the Bond shall be paid as provided in the Bond Ordinance and in the Loan Agreement between the Bond Bank and the City and Borough.

Section 3. Delivery of the Bond. The proper officials of the City and Borough are authorized and directed to execute all documents and to do everything necessary for the preparation and delivery of the Bond in definitive form to the Bond Bank.

Section 4. Continuing Disclosure Undertaking. The City and Borough acknowledges that, under the Securities and Exchange Commission Rule 15c2-12, the City and Borough may now or in the future be an “obligated person” with respect to the Bond Bank

Bonds. In accordance with the Rule and as the Bond Bank may require, the City and Borough shall undertake to provide certain annual financial information and operating data as shall be set forth in the Loan Agreement. The City Manager or his/her designee is hereby directed and authorized to review, approve and execute a continuing disclosure undertaking if required by the Bond Bank.

Section 5. Ratification. All actions taken by the City Manager or his/her designee relative to the sale of the Bond are hereby in all respects ratified and confirmed. The City Manager of the City and Borough or his/her designee is hereby authorized to do all things necessary for the prompt execution, issuance and delivery of the Bond and for the proper application and use of the Bond proceeds; is hereby authorized to review and approve on behalf of the City and Borough portions of the final Official Statement relative to the Bond and the City and Borough with such additions and changes as may be deemed necessary or advisable; and his/her approval of portions of the Preliminary Official Statement is ratified and confirmed.

Section 6. Severability. The covenants contained in this resolution shall constitute a contract between the City and Borough and the owner of the Bond. If any one or more of the covenants or agreements provided in this resolution 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 resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bond.

Section 7. Effective Date. This resolution shall be effective immediately upon adoption.

ADOPTED this 14th day of March, 2022.

Mayor

Attest:

Clerk

CERTIFICATE

I, the undersigned, Clerk of the City and Borough of Juneau (herein called the “City and Borough”) DO HEREBY CERTIFY:

1. That the attached Resolution No. 2980 (herein called the “Resolution”) is a true and correct copy of a resolution of the City and Borough as adopted at a meeting of the Assembly of the City and Borough (the “Assembly”) held on March 14, 2022 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; 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 adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution 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 March, 2022.

Clerk
City and Borough of Juneau

Schedule A

**City and Borough of Juneau, Alaska
Hospital Revenue Bond, 2022 (Bartlett Regional Hospital Project)**

Prescribed Maturity Schedule

Maturity Years (December 1)	Principal Amounts	Coupon Interest Rates	Maximum Effective Interest Rates
2022	\$ 360,000	5.50%	2.25%
2023	595,000	5.50	2.48
2024	625,000	5.50	2.67
2025	655,000	5.50	2.79
2026	690,000	5.50	2.87
2027	725,000	5.50	2.97
2028	760,000	5.50	3.06
2029	795,000	5.50	3.13
2030	835,000	5.50	3.20
2031	880,000	5.50	3.27
2032	920,000	5.50	3.31
2033	970,000	5.50	3.40
2034	1,015,000	5.50	3.44
2035	1,070,000	5.50	3.47
2036	1,120,000	5.50	3.47
2037	1,175,000	5.50	3.49
2038	1,235,000	5.50	3.51
2039	1,295,000	5.50	3.73
2040	1,350,000	5.50	3.75
2041	<u>1,405,000</u>	5.50	3.77
Total:	\$18,475,000		

Presented by: Gladziszewski
Presented: 03/14/2022
Drafted by: R. Palmer III

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2981

**A Resolution Supporting the People of Ukraine and Suspending the
Juneau Sister City Relationship with Vladivostok, Russia.**

WHEREAS, Russian President Vladimir Putin has engaged in an unprovoked and unjustified attack on the sovereign nation of Ukraine; and

WHEREAS, President Volodymyr Zelenskyy and the People of Ukraine have bravely resolved to stand firm and fight back against this tyrannical and criminal act, and violation of sovereignty and international law; and

WHEREAS, President Putin has ordered nuclear deterrence forces on high alert and has fired upon a nuclear power plant, endangering not only Ukraine, but the global community by increasing the threat of an unwinnable nuclear war; and

WHEREAS, the City and Borough of Juneau stands firmly with Ukraine and its People and strongly condemns President Putin's reckless actions; and

WHEREAS, the Governor of Alaska, in response to President Vladimir Putin's war on Ukraine, has called for several actions including asking that Alaska sister cities cut ties with any Russian sister cities; and

WHEREAS, on October 11, 1991, the City and Borough of Juneau and Vladivostok entered into a Protocol Agreement establishing a Sister City relationship between Vladivostok and Juneau, for the mutual benefit of the people of both cities; and

WHEREAS, this Sister City relationship has served to promote and foster mutually beneficial educational, trade, cultural, and scientific exchanges, international municipal cooperation, and a bond of friendship and understanding between the people of the City and Borough of Juneau and Vladivostok; and

WHEREAS, the friendship and interchange with the people Vladivostok continues to be important to the people of Juneau and contributes to the causes of peace, human rights, and understanding; and

WHEREAS, interchange and understanding between Sister Cities demands that we tell our friends in Vladivostok that the criminal acts of the Russian President and Russian armed forces are wrong and must be condemned.

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

Section 1. The City and Borough of Juneau joins the international community in strongly condemning the egregious actions of President Vladimir Putin for ordering the invasion of the nation of Ukraine and hereby suspends its Sister City relationship with Vladivostok.

Section 2. The City and Borough of Juneau shall continue to support the people of Vladivostok and looks forward to a time when true people to people cooperation can be restored.

Section 3. Effective Date. This resolution shall be effective immediately after its adoption.

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

MEMORANDUM

CITY/BOROUGH OF JUNEAU

155 SOUTH SEWARD STREET, JUNEAU, ALASKA 99801

TO: Rorie Watt
City and Borough Manager

DATE: March 8, 2022

FROM: Caleb Comas *CC*
Contract Administrator

FILE: 2138

SUBJ: BID RESULTS:
Dzantik'i Heeni Middle School Roofing Replacement
Contract No. BE22-163

Bids were opened on the subject project on February 8, 2022. The bid protest period expired at 4:30 p.m. on February 9, 2022. Results of the bid opening are as follows:

BIDDERS	TOTAL BID
<i>Earhart Roofing Co., Inc.</i>	\$1,650,000
Coogan Construction Co.	\$2,065,000
Island Contractors, Inc.	\$2,137,100
<i>Architect's Estimate</i>	\$1,740,000

Project Manager: Rusty Shivers.

This Project consists of replacement of the exterior asphalt roofing and membrane roofing for the Dzantik'i Heeni Middle School, originally constructed in 1993. The work includes removal of the existing asphalt roofing; ice and water shield; underlayments; associated flashings, ridge vents and wall flashings down to bare plywood deck. Work also includes partial removal of the membrane roof assemblies parapet flashings. Reroof includes roof anchors; underlayment materials; all associated metal flashings; asphalt shingles; ridge vents; gutters and downspouts; membrane roof assemblies. The project includes limited mechanical work extending existing VTRs and limited removal and capping of electrical items.

Funding Source: GO Bond \$1,462,000; General Fund \$1,124,000 – pending adoption of appropriating Ordinance 2021-08(b)(am)(AB)

Total Project Funds: \$2,586,000

CIP No. S02-104

Construction Encumbrance: \$1,650,000

Construction Contingency: \$165,000

Design: \$30,400

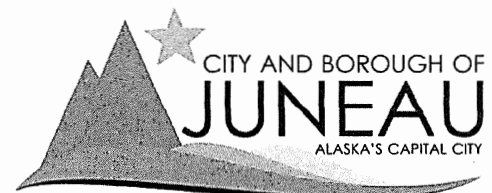
Contract Administration/Inspection: \$35,500

CBJ Administrative costs: \$50,000

Staff recommends award of this project to Earhart Roofing Co., Inc., for the total amount bid of \$1,650,000.

Approved: _____
Duncan Rorie Watt
City & Borough Manager

Date of Assembly Approval: _____



MEMORANDUM

CITY/BOROUGH OF JUNEAU
155 SOUTH SEWARD STREET, JUNEAU ALASKA 99801

DATE: March 3, 2022

TO: Duncan Rorie Watt
City Manager

FROM: Renee Loree *Renee Loree*
Purchasing Officer

SUBJECT: **Recommendation to Award Bid No. RFB 22-006**
Term Contract for Roadway Painting

Bids were opened on the subject project on February 28, 2022. The following bids were received:

Bidder	Total Bid
Pacific Asphalt	\$120,220.15
Specialized Pavement Markings, LLC	\$197,944.21
Anchorage Striping	\$219,613.895
Jolt Construction and Traffic Maintenance	\$244,382.75

Buyer: Shelly Klawonn, Buyer
Funding Source: 209720101-5390 – Streets Operations, Contractual Services
Commitment: \$120,220.15

The Protest period ended March 3, 2022.

With the concurrence of Greg Smith, Streets/Transit/Fleet Operations Superintendent II, the Purchasing Division recommends award to Pacific Asphalt on the basis of having the lowest responsive and responsible bid price in the amount of \$120,220.15 based on Total Bid.

Approved:

Duncan Rorie Watt, City Manager

Date of Assembly Approval: _____





THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**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 11, 2022

Juneau City and Borough

Via Email: beth.mcewen@juneau.org;

City.clerk@juneau.org;

di.cathcart@juneau.org

Re: Notice of 2022/2023 Liquor License Renewal Application

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

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 black ink, appearing to read "Glen Klinkhart".

Glen Klinkhart, Director

amco.localgovernmentonly@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**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 14, 2022

Juneau City and Borough

Via Email: beth.mcewen@juneau.org;

City.clerk@juneau.org;

di.cathcart@juneau.org

Re: Notice of 2022/2023 Liquor License Renewal Application

License Type:	Beverage Dispensary	License Number:	3695
Licensee:	South of the Bridge LLC		
Doing Business As:	Louie's Douglas Inn		

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 black ink, appearing to read "Glen Klinkhart".

Glen Klinkhart, Director

amco.localgovernmentonly@alaska.gov



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: February 17, 2022
File No.: CSP2021 0007

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

Proposal: Planning Commission Recommendation to the City and Borough Assembly regarding the reconstruction of Harris Street

Property Address: Harris Street from Fourth Street to Seventh Street; Seventh Street from Harris Street to Gold Street

Legal Description or ROW name: Harris Street from Fourth Street to Seventh Street; Seventh Street from Harris Street to Gold Street

Parcel Code No: 0

Hearing Date: February 8, 2022

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated February 2, 2022, and recommended that the Assembly direct CBJ staff to design and build the project.

Attachments: February 2, 2022 memorandum from Joseph Meyers, Community Development, to the CBJ Planning Commission regarding CSP2021 0007.

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).

City and Borough of Juneau

CBJ Assembly

File No.: CSP2021 0007

February 17, 2022

Page 2 of 2



February 17, 2022

Michael Levine, Chair
Planning Commission

Date



February 17, 2022

Filed With Municipal Clerk

Date

cc: Plan Review

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

Ord 2022-12 Amendment _____ (via Assemblymember Woll)

Motion: I move to amend Ordinance 2022-12 to add the following whereas clauses, which would identify this ordinance as part of a process to better regulate cruise ship tourism in the CBJ:

1. WHEREAS, the recent Visitor Industry Task Force provided recommendations for a framework to better manage cruise ship tourism;
2. WHEREAS, adoption of this ordinance does not direct the Planning Commission to issue a permit for a fifth cruise ship dock, but this ordinance clarifies that the Long Range Waterfront Plan does allow a fifth cruise ship dock in the Subport area;
3. WHEREAS, the Assembly's intent of this ordinance is to allow a fifth cruise ship dock in the Subport area if the fifth dock: provides infrastructure to prevent hot-berthing at the existing docks, especially at the AJ dock; provides infrastructure that prevents a large cruise ship from anchoring-out or using dynamic positioning technology to stay in Gastineau Channel for tourism purposes; minimizes congestion of pedestrians and tourism-related vehicles east of Seward Street; and other purposes to balance the needs of the community;
4. WHEREAS, the Assembly wants large cruise ships to stay at one of the cruise ship docks for a large portion of the day to minimize congestion, to maximize authentic Alaska shore-side excursions for tourists, and to minimize harm to the community;
5. WHEREAS, the Assembly directs the City Manager to continue exploring methods to achieve the intent of this ordinance, which may involve future legislation, contract negotiations, expenditures, property acquisitions, and public meetings;

Presented by: The Manager
Presented: 02/07/2022
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-12

An Ordinance Amending the Comprehensive Plan Related to the Long Range Waterfront Plan.

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

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

Section 2. Amendment of Section. CBJC 49.05.200 Comprehensive plan, is amended to read:

49.05.200 Comprehensive plan.

(a) The City and Borough Comprehensive Plan is designed to lessen congestion in the streets; secure safety from fire, panic, and other dangers; promote health and the general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; and facilitate adequate and cost-effective provision for transportation, water, sewerage, schools, parks, and other public requirements.

(b) The comprehensive plan adopted by the assembly by ordinance contains the policies that guide and direct public and private land use activities in the City and Borough. The implementation of such policies includes the adoption of ordinances in this title. Where there is a conflict between the comprehensive plan and any ordinance adopted under or pursuant to this title, such ordinance shall take precedence over the comprehensive plan.

- (1) Plan adopted. There is adopted as the comprehensive plan of the City and Borough of Juneau, that publication titled The Comprehensive Plan of the City and Borough of Juneau, Alaska, 2013 Update, including the following additions:

...

- (C) The Long Range Waterfront Plan for the City and Borough of Juneau, dated January 22, 2004, as amended including by Ordinance 2022-12;

...

Section 3. Amendment of Long Range Waterfront Plan. The Long Range Waterfront Plan, CBJC 49.05.200(b)(1)(C), is amended to read as follows:

- (a) **Page 47. Amend the text of Section 3.3 Area B: Subport as follows:**

...

Upon adoption of Ordinance 2022-12, the CBJ Assembly amended the tidelands portion of Area B (Figure 33, B2) to allow for creation of a dock facility capable of accommodating one large cruise ship as well as docking facilities for government agencies, like the U.S. Coast Guard and NOAA vessels. Criteria for this development is described in Appendix B. All other Area B recommendations and design criteria remain unchanged, including uplands development and park facilities. ~~This Subport plan also retains its maritime roots, offering facilities for local and transient vessels and small cruise vessels at the Gold Creek Marina facility (see Figure 33, Feature B2). The Plan calls for the creation of a floating marina facility capable of accommodating forty five, 50 to 60 foot vessels and upwards of 60, 20 to 30 foot vessels. Also provided is a +/- 1,000 foot floating exterior dock designed to support operations by small cruise ships, large transit yachts, visiting military vessels, and other vessels contributing to an~~

~~active and diverse working waterfront.~~ Located to the north of this facility is the proposed Gold Creek Waterfront Park, a new, two acre recreational area oriented to families and children (see Figure 33, Feature B1). Gold Creek Park provides an important area attraction and asset as well as a visual and functional transition point into Downtown.

...

Page 47. Repeal and replace Figure 33: Area B (Overall) 2025 Concept Plan as follows:



(Existing) ~~Figure 33~~



(New) Figure 33

(b) Page 41. Amend the text of Section 3.1 Long Range Plan Overview as follows:

...

- **Expanded Recreation and Open Space Area.** The Plan supports substantial expansion of recreation and open space areas through the creation of a 1.8 mile coastal seawalk running the length of Juneau's Downtown waterfront. The seawalk is accentuated by a series of parks, each a special destination for active and passive recreational pursuits. A total of 6.1 net new acres of recreation and open spaces

stretching from the Juneau-Douglas Bridge to the South Franklin Street Dock is provided in the Plan. Increased water recreation areas are also offered, including the introduction of ~~two~~ new marina facilities, small boat and kayaking zones, and an environmental education/enhancement area.

...

(c) Page 50. Amend the text of Section 3.3 Area B: Subport as follows:

...

- **Transparency and Views.** Views along the internal streets of the Subport should be preserved, with consideration provided to use the public area, and building façade articulation to accentuate view corridors and anchor visual interest in key locations. Views from the Gold Creek Park across the ~~marina and~~ Gold Creek Protection Zone should also be maintained.

...

(d) Pages 68-69. Amend Table 8: Long Range Waterfront Master Plan: Near-, Mid-, and Long-Term Development Initiatives Master Sheet as described below and depicted in Exhibit A:

- (1) Strike NT15,
- (2) Strike MT6,
- (3) Amend MT7, and
- (4) Amend MT9.

(e) After Page 77. Insert Appendix B as described below:

Appendix B – 2022 Amendment to Area B

This amendment applies only to the tidelands portion of Area B: Subport to allow a large cruise ship dock that accommodates one large cruise ship and provides moorage for government agencies like the Coast Guard and NOAA vessels. The LRWP Concept Plan for the uplands portions of Area B remains unchanged. In 2011, the Subport property was rezoned to Mixed Use 2 per the LRWP's guidance.

The 2022 amendments are described in Ordinance 2022-12.

This amendment discusses the criteria developing Area B, especially the criteria for constructing a fifth cruise ship dock at the Subport established by the CBJ Visitor Industry Task Force (VITF) in 2020. It is important to note that many of these criteria apply to the uplands portion of Area B and are excluded from the amendment. The upland provisions in the LRWP are valid and appropriate to this new tidelands use. However, the uplands-related criteria in both the LRWP and VITF final report are related to managing the impacts of a large cruise ship dock and the associated increase in pedestrian and bus traffic and should be considered strong recommendations for uplands development. Criteria excluded from this amendment are identified below.

VITF Recommendation on LRWP Update

The VITF considered whether the CBJ should undertake a complete update to the LRWP. It was determined that the CBJ Assembly should not prioritize a LRWP complete update and should instead maintain focus on better tourism management. It was determined that an amendment to the tidelands portion of Area B was warranted with the below criteria and the CBJ should continue to implement the existing plan, prioritizing Seawalk development.

VITF Criteria for Subport Dock Construction

In 2020, the CBJ VITF established the following criteria for constructing a cruise ship dock at the Subport. This amendment supports the VITF's criteria and any application for development needs to be evaluated consistent with the following:

1. One larger ship per day using one side of the facility;
2. Maximum of five larger ships in port per day;
3. No hot berthing at the new facility;
4. No larger ships allowed to anchor as the sixth ship in town. Larger ships may anchor but the number of larger ships in port would still be limited to five (CBJ to consider legal ramifications of limiting size of ships at anchor);
5. CBJ manages dock to some extent through a public private partnership or management agreement;
6. Dock is electrified;

The following criteria are related to uplands development and remain strong recommendations for uplands-related proposals:

7. High quality uplands development for community and visitors;
8. Year round development orientation.

Long Range Waterfront Plan Amendment Criteria

Section 3.9 of the LRWP establishes a framework for amendment, presented below. The manner in which each component is addressed is described in italics:

It is important that Long Range Waterfront Plan—which is a product of an extensive and thorough public process—maintain a substantial commitment for its implementation from the community. Therefore, amendments to the Long Range Waterfront Plan, including the addition of cruise ship docks, should be approved only after undergoing a process similar to that which was undertaken during the development of the Plan. Specifically, public workshops identifying need for the facility and development of alternatives that mitigate negative impacts identified in the Community opinion survey should be held.

On behalf of CBJ, McKinley Research (formerly McDowell Group) conducted a statistically valid public opinion survey of Juneau residents in October 2021. It found that 56% of Juneau residents were supportive or very supportive of constructing a large cruise ship dock at the Subport and 33% were opposed or very opposed. 10% of respondents didn't know if they were supportive or opposed. Furthermore, those that said they were opposed or very opposed to a subport dock were asked whether a list of factors would increase their level of support:

- 1. A cap of five large ships per day in Juneau's harbor: 42% yes, 54% no*
- 2. Public park: 40% yes, 55% no*
- 3. Interpretive ocean center: 38% yes, 53% no*
- 4. Seawalk connection: 34% yes, 53% no*
- 5. Shore power: 33% yes, 59% no*
- 6. Housing: 27% yes, 63% no*
- 7. Underground parking: 26% yes, 68% no*
- 8. Retail and restaurants: 21% yes, 76% no*

In addition to the survey, the Visitor Industry Task Force took public testimony on tourism issues and received over 200 comments. A cruise ship dock at the subport was a major topic of discussion.

The CBJ conducted public meetings on this amendment on the following dates [insert].

With respect to cruise ship traffic, which impacts the entire City and Borough, the Assembly concludes:

- 1. No cruise ship berthing or lightering facility should occur within the City and Borough outside of the area encompassed by the plan, before adoption of the borough-wide study of cruise ship alternatives or January 2007, whichever occurs first.
Accomplished by time-frame*
- 2. The capacity within the area encompassed by the plan should not exceed five large ships (greater than 750 feet in length) whether at berth or at anchor.*

Included in VITF criteria above. The 2021 survey also supports a maximum of five ships per day in Juneau's harbor. The United States Coast Guard has not yet made a formal determination that a new dock would preclude a sixth ship at anchor.

3. In addition, any proposals to develop additional berths within the area encompassed by the plan should include a design for the dock and related facilities that address the following issues with regard to the specific site and also in the context of the entire downtown waterfront planning area:
 - a. Impacts to navigation and anchorage in Juneau Harbor.
Criteria for development, evaluated through Conditional Use Permit process
 - b. Impacts to view planes.
Criteria for development, evaluated through Conditional Use Permit process
 - c. Environmental impacts, including consideration of shore power to mitigate potential air pollution.
Criteria for development, evaluated through Conditional Use Permit process. Shore power is included in the VITF criteria above.

The following criteria are related to uplands development and remain strong recommendations for uplands-related proposals:

- d. Vehicular Traffic, including necessary signalization.
- e. Staging for buses and other tour vehicles in the most efficient manner possible to provide for diverse use of uplands.
- f. Pedestrian access.
- g. Sidewalks.
- h. Extension of Seawalk from downtown to the proposed dock.
- i. Extension of bus shuttle service.

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

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

No.	Category	Priority	Project	Description	Responsibility	Funding Source	Duration**	Critical Path	Est. Project Cost*
NT15	Study	High	Gold Creek Marina Design and Permitting	Design Gold Creek Marina and obtain regulatory permits.	CBJ	CBJ/Port Revenues	12 Months	none	\$ 225,000
MT6	Project	High	Gold Creek Marina Development	Creation of a 80-105 vessel marina and 1,000 foot floating exterior dock. Project includes dredging, with fill used for creation of Gold Creek Park and uplands for Subport Phase 2 development.	CBJ	CBJ/Port Revenues	30 Months	NT15	TBD
MT7	Project	High	Gold Creek Park Development	Creation of a 2 acre park adjacent to the Subport Gold Creek Marina and Egan Drive. Project includes all programmed park facilities as well as the Seawalk linkage from the Subport to Gold Creek.	CBJ	CBJ/Port Revenues	12 Months	NT15	TBD
MT9	Project	High	Subport Interior Access Roads and On-Street Parking Facilities	Extend internal street network and parking facilities into the Subport Phase 2 and Gold Creek Marina development.	Private (Subport Developer) / CBJ	CBJ / Private (Subport Developer)	12 Months	NT18, Parallel to MT8, 10	\$ 550,000



MEMORANDUM

DATE: February 3, 2022

TO: Borough Assembly

FROM: Alexandra Pierce, Tourism Manager

SUBJECT: Long Range Waterfront Plan Amendment Update

This memo provides some context around the recent dialogue regarding the Long Range Waterfront Plan, the public process, and a larger picture of complex and related issues. Public comments from the January 11 public meeting can be found at juneau.org/tourism.

Public Process & Discussion of Assembly Questions

The Visitor Industry Task Force (VITF) discussed the Subport dock concept at length and recommended approval with eight criteria. It was noted at the COW meeting that the Subport proposal was not an original VITF charging question. Early on in the process the VITF determined that it was appropriate and necessary to make a recommendation on the dock proposal. The purpose of the task force was to convene a group of stakeholders informed on the visitor industry, give them all available context for decision making, and ask them to make recommendations on a range of issues with public input. Members of the public who testified before the task force did so trusting that their input would be carried forward through future public processes. Additionally, the draft Blueprint Downtown area plan defers to and supports the VITF outcomes. Therefore, staff believes that the VITF recommendation is a critical consideration for the Assembly. This recommendation should be treated with the same weight as a CBJ advisory committee recommendation.

CBJ contracted McKinley Research to conduct a public survey in 2021. Respondents to the random sample, statistically valid phone survey were asked whether they support development of a large cruise ship dock at the Subport. 56% of respondents were supportive or very supportive, 33% were opposed or very opposed, 10% replied that they don't know. Because of the random sample methodology, the survey data is a gauge of community opinion. The original survey from the LRWP in 2003 was not a random sample survey. As decision makers, we hear a lot from engaged citizens. This is a positive thing, but it is sometimes difficult to accurately gauge broader public perception. Random sample surveys are valuable tools to more accurately gauge community attitudes on a given issue. We believe that the survey should be treated as a form of public comment; the purpose of public comment and the survey is the same – find out what the public thinks.

CBJ staff held a public meeting on January 11, 2022, presented the proposed amendment, took questions, and requested public comments via email by January 31. There were 50 people in attendance. The public comments received are linked above. There are a few common themes in the comments that represent some misconceptions that should be clarified.

There is a perception that this is a binary decision between a marina and a cruise ship dock. When the LRWP was developed in 2004, future ownership of the Subport was uncertain. All other parts of the plan consider the land ownership in the area and plan accordingly. In modifying the LRWP, CBJ staff is suggesting that it remains important to consider land ownership in infrastructure planning.

The LRWP amendment criteria are written with the notion that future amendments to the Plan would create the opportunity for a cruise ship dock at the Subport. The amendment criteria on Page 63 state, *"...amendments to the Long Range Waterfront Plan, including the addition of cruise ship docks, should be approved only after undergoing a process similar to that which was undertaken during the development of the plan. Specifically public workshops identifying the need for the facility and development of alternatives that mitigate the negative impacts identified in the Community opinion survey should be held."* As envisioned in 2004, this process was begun by the Visitor Industry Task Force and the outcome was eight recommended criteria for development of an additional dock, which are included in the proposed amendment. Further public process, including surveys and meetings, meet the requirements of the amendment criteria.

Additionally, there is a persistent criticism that by approving this amendment, the Assembly would be pandering to the cruise industry. The VITF was presented with a great deal of background information on Juneau's history of working to mitigate the impacts of tourism. I believe we have general consensus that the community's hospitality is the industry's product, tourism is a significant and valuable part of our local economy, and unmitigated growth is unacceptable. The decision on constructing a dock to replace Juneau's anchorage is a small piece within a larger local and regional discussion on mitigation, limits, and infrastructure improvements and does not necessarily translate to increased visitation.

Another perception worth addressing is the idea that hot berthing is beneficial to the business community and should be supported. We have heard differing information from local tour operators and business owners. Their concern is that the passengers are rushed while in town and despite a high volume and turnover, merchants see reduced sales on hot berthing days.

The Committee of the Whole expressed an interest in progress on the MOA with CLIAA and on the proposed five ship limit. CBJ is reviewing revised MOA language and we believe it will be signed shortly. Also, staff is researching legislative options and other communities' models for creating limits and will report back on findings. Establishing a five ship limit is critical for managing our port, both in terms of volume and operations, and ensures that the recommendations of the VITF, Blueprint Downtown, and the LRWP are properly implemented.

Next Steps

At the January 24, 2022 Committee of the Whole, the Assembly moved to add an opportunity for public testimony at an upcoming meeting prior to a public hearing and vote on the amendment. This testimony is scheduled for February 28, 2022. The public hearing will be held on March 14, 2022.

Presented by: The Manager
Presented: 2/28/2022
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-14

An Ordinance Authorizing the Manager to Convey Lot 9, Block 13, Juneau Townsite, Located at 139 South Franklin Street in Downtown Juneau, to Franklin Foods LLC.

WHEREAS, the City and Borough of Juneau (CBJ) owns real property located at 139 South Franklin Street with the legal description of Lot 9, Block 13, Juneau Townsite; and

WHEREAS, David McCasland (“applicant”) currently leases 139 S. Franklin Street from the CBJ and has requested to purchase it from the CBJ; and

WHEREAS, the Parks and Recreation Advisory Committee reviewed this request at the September 7th, 2021, meeting and provided a recommendation in favor of disposal; and

WHEREAS, the Planning Commission reviewed this proposed disposal of the CBJ property at its meeting on January 11, 2022, and recommended that the Assembly direct CBJ staff to proceed with the sale of Lot 9, Block 13, Juneau Townsite; and

WHEREAS, the Assembly reviewed this request on October 25, 2021, and passed a motion of support for the Manager to work with the original proposer towards the disposal of CBJ property through a negotiated sale; and

WHEREAS, the Manager has determined, based on an October 2021 appraisal, the fair market value of the CBJ property to be \$171,000.

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 Convey. The Manager is authorized to negotiate and execute the sale of Lot 9, Block 13, Juneau Townsite, Juneau Recording District, First Judicial District, State of Alaska, constituting 4,078 square feet more or less, as shown on the attached Exhibit A.

Section 3. Purchase Price. The purchase price of the property shall be the fair market value, which has been determined by appraisal to be \$171,000. The Applicant has the opportunity to elect to utilize CBJ financing with a minimum of 10% down, 10% interest for a maximum term of 10 years.

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

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

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk



Presented by: The Manager
Introduced: February 28, 2022
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-09(B)

An Ordinance Appropriating and Deappropriating Funds from the Treasury for FY22 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, 2021 and ending June 30, 2022.

CBJ Transfers

Operations:	\$ (35,750)
Special Revenue:	\$ 35,750

Section 3. Appropriation and De-Appropriation. The following amounts are hereby changed for the fiscal year beginning July 1, 2021 and ending June 30, 2022.

General Operations:	\$ (35,750)
Other (Outside the Cap):	\$ 35,750

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

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
 Introduced: February 28, 2022
 Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-09(A)

An Ordinance Appropriating \$10,000 from the Treasury for FY22 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, 2021 and ending June 30, 2022.

Estimated Revenue	
CBJ General Fund Support:	\$ 10,000
Total Changes	\$ 10,000

Section 3. Appropriation. The following amounts are hereby changed for the fiscal year beginning July 1, 2021, and ending June 30, 2022.

Student Activities:	\$ 10,000
Total Changes	\$ 10,000

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

Adopted this _____ day of _____, 2022.

 Beth A. Weldon, Mayor

Attest:

 Elizabeth J. McEwen, Municipal Clerk



January 11, 2022

Mr. Rorie Watt
City Manager
City and Borough of Juneau
155 South Seward Street
Juneau, Alaska 99801

Dear Mr. Watt:

I would like to formally request a transfer of \$10,000 from the City and Borough of Juneau's Park and Recreation department to the Juneau School District's Student Activities fund for funding to pay Treadwell Arena for ice time as it relates to the JDHS expanding hockey team.

The Juneau School District appreciates the support the City and Borough of Juneau has continually extended to education and remains grateful for our positive partnership with the Assembly.

Sincerely,

Dr. Bridget Weiss
Superintendent

Presented by: The Manager
 Introduced: February 28, 2022
 Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-08(b)(am)(AB)

An Ordinance Appropriating \$5,500,000 to the Manager as Funding for City and Borough of Juneau and Juneau School District Deferred Maintenance Capital Improvement Projects; Funding Provided by General Funds.

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 \$5,500,000 as funding for City and Borough of Juneau and Juneau School District deferred maintenance capital improvement projects, to be appropriated as follows:

School Roof Replacements (S02-104)	\$ 1,124,000
JSD Deferred Maintenance and Imprv. (S02-105)	\$ 876,000
CBJ Deferred Building Maintenance (P44-090)	\$ 1,600,000
Downtown/Glacier Fire Station	
Mechanical/Electrical Upgrades (F21-041)	\$ 800,000
CBJ Deferred Building Maintenance (P44-089)	\$ 600,000
Parks & Playground Maint. And Repairs (P41-093)	\$ 500,000

Section 3. Source of Funds

General Funds	\$ 5,500,000
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
 Introduced: February 28, 2022
 Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-08(b)(am)(AA)

An Ordinance Transferring \$120,000 from CIP U76-121 Collection System Pump Station Upgrades and CIP W75-061 Douglas Highway Water - David to I St. to CIP R72-157 Spruce Lane Reconstruction.

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. Transfer of Appropriation. It is hereby ordered by the Assembly of the City and Borough of Juneau, Alaska, that \$120,000 be transferred:

From: CIP

U76-121	Collection Sys. Pump Station Upgrades	(\$ 60,000)
W75-061	Douglas Hwy. Water – David to I St.	(\$ 60,000)

To: CIP

R72-157	Spruce Lane Reconstruction	\$ 120,000
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Section 3. Source of Funds.

Wastewater Funds	\$ 60,000
Water Funds	\$ 60,000

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

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: February 28, 2022
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-08(b)(am)(AC)

An Ordinance Appropriating \$75,000 to the Manager as Funding for Eaglecrest's Fiscal Year 2022 Pay Plan Adjustment; Funding Provided by Eaglecrest Revenue.

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 \$75,000 for Eaglecrest's fiscal year 2022 pay plan adjustment.

Section 3. Source of Funds

Eaglecrest Revenue	\$ 75,000
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk