

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

November 28, 2016 7:00 PM

City Hall Assembly Chambers  
Regular Meeting 2016-36

Submitted By:

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Duncan Rorie Watt  
City and Borough Manager

**I. FLAG SALUTE**

**II. ROLL CALL**

**III. SPECIAL ORDER OF BUSINESS**

**IV. APPROVAL OF MINUTES**

**A. November 7, 2016 Regular Assembly Meeting 2016-35**

**V. MANAGER'S REQUEST FOR AGENDA CHANGES**

**VI. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

**VII. CONSENT AGENDA**

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

**B. Assembly Requests for Consent Agenda Changes**

**C. Assembly Action**

**1. Ordinances for Introduction**

**a. Ordinance 2015-20(AX) An Ordinance Appropriating to the Manager the Sum of \$660,000, as Partial Funding for Bartlett Regional Hospital's Fiscal Year 2016 Operating Budget; Funding Provided by Hospital Revenues.**

This ordinance would appropriate an additional \$660,000 to Bartlett Regional Hospital for FY16 operations. BRH initially prepared their budget 18 months ago and underestimated the total expenditures by less than 1%. This appropriation is being funded from FY16 hospital revenues.

The Bartlett Finance Committee was informed of the year-end operating expense authorization shortfall, and the need to obtain Assembly budget authorization, at its November 15, 2016, meeting.

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

- b. **Ordinance 2016-09(V) An Ordinance Transferring \$3,075,566 from the Sales Tax, and the General Fund's Fund Balance to the General Debt Service Fund's Fund Balance.**

This ordinance would replace \$3,075,000 of the original state funding that was appropriated for debt service with available fund balance from the general and sales tax funds.

The original funding was expected as a part of the state budget allocation to reimburse local governments for the state share of school debt bond reimbursement. Due to the Governor's veto of state revenue CBJ needed to find additional funding. The Assembly Finance Committee reviewed the FY17 budget shortfalls at its September 8, 2016, and November 9, 2016, meetings. The committee recommended an ordinance to provide additional funding for school debt service be drafted and forwarded to the full Assembly for adoption.

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

- c. **Ordinance 2016-09(W) An Ordinance Transferring \$696,000 from the CBJ Facility Infrastructure Deferred Maintenance Project, to the General Government Fund's Fund Balance.**

This ordinance would transfer \$696,000 of FY17 Deferred Maintenance CIP funding to the general fund for operating budget expenditures. As a part of the FY17 CBJ budget process, the Assembly tentatively allocated \$696,000 of increased property tax revenues into a deferred maintenance CIP. The allocation was tentative based on the uncertainty of the FY17 state budget.

Subsequent to the adoption of the CBJ budget in May 2016, a Governor's veto reduced the amount of the permanent fund dividend. The reduction in the dividend is expected to reduce the retail sales tax collected. The tax loss reduces the revenue originally allocated to the general fund. The Assembly Finance Committee reviewed the FY17 budget shortfalls at its September 8, 2016, and November 9, 2016, meetings. The committee recommended an ordinance to provide additional funding, via a CIP transfer, for general government operations be drafted and forwarded to the full Assembly for adoption.

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

- d. **Ordinance 2016-09(X) An Ordinance Transferring \$110,434 from the Sales Tax Fund's Fund Balance, to the Roaded Service Area Fund's Fund Balance.**

This ordinance would appropriate \$110,434 of available sales tax fund balance as partial funding for the FY17 general government operating budget.

Subsequent to the adoption of the CBJ budget in May 2016, a Governor's veto reduced the amount of the permanent fund dividend. The reduction in the dividend is expected to reduce the retail sales tax collected. The tax loss

reduces the revenue originally allocated to the general government funds. The Assembly Finance Committee reviewed the FY17 budget shortfalls at its September 8, 2016, and November 9, 2016, meetings. The committee recommended an ordinance to provide additional funding from the sales tax fund for general government operations be drafted and forwarded to the full Assembly for adoption.

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

- e. **Ordinance 2016-09(Y) An Ordinance Appropriating to the Manager the Sum of \$365,000 as Funding for the Fountain and Whale Related Site Elements that are Part of the Bridge Park Capital Improvement Project; Funding Provided through a Donation from The Whale Project Committee.**

The Whale Project Committee is donating \$365,000 to the CBJ for the construction of the fountain and whale related site preparation elements of the Seawalk Bridge Park to Gold Creek project. This donation will pay for these items in the Phase III Seawalk contract and will have additional funds available to put towards the completion of the fountain works and pump room. These donated funds will be appropriated into the Bridge Park CIP, P41-090.

The Public Works and Facilities Committee recommended this request be forwarded to the Assembly for action/adoption at its October 31, 2016, regular meeting.

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

## VIII. PUBLIC HEARING

- A. **Ordinance 2016-30 An Ordinance Amending the Comprehensive Plan by Adopting the Housing Action Plan.**

This ordinance would adopt the Housing Action Plan, and amend the CBJ's Comprehensive Plan to include the Housing Action Plan.

On October 26, 2015, the draft plan was presented to the Assembly Committee of the Whole. The Affordable Housing Commission and staff further refined the plan, and at its June 7, 2016, meeting, the Affordable Housing Commission voted to move the plan to the Planning Commission. On July 12, 2016, the Planning Commission, by unanimous vote, recommended that the Assembly adopt the plan as an addition to the City and Borough Comprehensive Plan.

On October 31, 2016, the Assembly Committee of the Whole made its final changes to the plan. The ordinance would adopt the version of the plan approved by the Committee.

**The City Manager recommends this ordinance be adopted.**

- B. **Ordinance 2016-35 An Ordinance Authorizing the Manager to Convey Lot 3 of the Renninger Subdivision to the Juneau Housing Trust.**

Staff solicited letters of interest for the disposal of six residential lots in the Renninger Subdivision. The Lands Committee reviewed four letters of interest at its April 25, 2016, meeting, and at its May 16, 2016, meeting recommended authorizing the City Manager to

negotiate with the Juneau Housing Trust for the sale of Lot 3. On August 29, 2016, the Lands Committee unanimously passed a motion of support to dispose of Lot 3 in the Renninger Subdivision to the Juneau Housing Trust for 50% less than fair market value. The ordinance outlining the disposal was introduced to the Assembly on September 26, 2016.

In accordance with CBJ 53.09.270, this sale is for less than fair market value because the Trust's proposal is to work with the University of Alaska Southeast and the Juneau School District to build affordable single family homes while teaching students in the educational Home Build Program. Homes built by the program will be sold outright, and Juneau Housing Trust will lease the underlying land to the homeowners with a 99 year land lease. The homes are intended to service the 80 - 120% median income range over the life of the land lease.

**The City Manager recommends this ordinance be adopted.**

**C. Ordinance 2016-39(b) An Ordinance Authorizing the Manager to Negotiate a Sale of the North Franklin Parking Lot, Located at 310 Second Street, to Eagle Rock Ventures, LLC.**

At the Assembly's direction, staff solicited letters of interest and applications for a negotiated sale of the North Franklin Parking Lot located at the corner of Franklin and Second Street.

The Lands Committee reviewed the Eagle Rock Ventures, LLC proposal at its June 27, August 15, August 29, and October 10, 2016, meetings.

At its October 10, 2016, meeting, the Lands Committee considered Eagle Rock Ventures, LLC's proposal but the motion supporting the proposal did not pass.

At its meeting on October 17, 2016, the full Assembly passed a motion, without objection, directing staff to prepare an ordinance for its consideration authorizing the sale of the property to Eagle Rock Ventures, LLC.

Version (b) of the ordinance makes a change to section 3 (d), providing for the closing date.

**The City Manager recommends this ordinance be adopted.**

**D. Ordinance 2016-40 An Ordinance Authorizing the Port Director to Lease Tract A of Alaska Tidelands Survey 1670 to Angoon Trading Company, Inc.**

CBJ Docks & Harbors proposes entering into a new 35-year lease with Angoon Trading Company for Alaska Tidelands Survey No. 1670, Tract A, located along Channel Drive.

The property was appraised at \$0.10 per square foot with an effective date of August 13, 2015. On October 27, 2016, the Docks & Harbors Board recommended that the Assembly approve a new 35-year lease with Angoon Trading Company for \$6359.80 per year. The Lands Committee reviewed and recommended approval of the new lease at its October 31, 2016, meeting.

**The City Manager recommends this ordinance be adopted.**

**E. Ordinance 2016-42 An Ordinance Amending Non-code Ordinance 2016-34, Authorizing the Port Director to Lease Alaska Tidelands Survey 33 to Andrew's Marina, Inc., to Correct the Initial Annual Rent Amount.**

After Ordinance 2016-34 was adopted in September 2016, authorizing Docks and Harbors to lease tidelands to Andrew's Marina, Inc., staff discovered an error in the appraisal establishing fair market value for the leased property. A corrected appraisal report was received on October 26, 2016.

This ordinance corrects the annual rental amount consistent with the actual fair market value for the leased premises.

**The City Manager recommends this ordinance be adopted.**

**IX. UNFINISHED BUSINESS**

**X. NEW BUSINESS**

**XI. STAFF REPORTS**

**XII. ASSEMBLY REPORTS**

- A. Mayor's Report
- B. Committee and Liaison Reports
- C. Presiding Officer Reports

**XIII. ASSEMBLY COMMENTS AND QUESTIONS**

**XIV. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

**XV. EXECUTIVE SESSION**

**XVI. ADJOURNMENT**

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

**THE CITY AND BOROUGH OF JUNEAU, ALASKA**

Meeting Minutes - November 7, 2016

**MEETING NO. 2016-35:** The Regular Meeting of the City and Borough of Juneau Assembly, held in the Assembly Chambers of the Municipal Building, was called to order at 7:00 p.m. by Deputy Mayor Jerry Nankervis.

**I. ROLL CALL**

Assembly Present: Mary Becker, Maria Gladziszewski, Norton Gregory (teleconference), Loren Jones, Jesse Kiehl, Ken Koelsch (teleconference), Jerry Nankervis, Beth Weldon and Debbie White.

Assembly Absent: None.

Staff Present: Rorie Watt, City Manager; Mila Cosgrove, Deputy City Manager; Amy Mead, Municipal Attorney; Laurie Sica, Municipal Clerk; Roger Healy, Engineering & Public Works Director; Bob Bartholomew, Finance Director; Robert Barr, Library Director; Patty Wahto, Airport Manager; Erann Kalwara, JPD Public Safety Manager; Bryce Johnson, Police Chief; Carl Uchytel, Port Director; Jane Sebens, Assistant Attorney III; Chuck Bill, BRH CEO.

**II. SPECIAL ORDER OF BUSINESS**

**A. Introduction of Exchange Students**

Maria Uchytel, Eli Olson and Miranda McCarty from the Sister City Committee were on hand to introduce exchange students attending JDHS and TMHS this year. Each student took turns introducing themselves and relaying what they enjoyed most about the community, ranging from the people, the bears, the green landscape, and the sports. The students present were YES students Ege Tezcam, Gaza; Dama Sabbah Rhama and Mahmoud Abu Aisha, Palestine; AFS students Mia, Germany and Tomas Mesa Muller, Chile; Rotary Youth Exchange students Marisol Sapio, Argentina; Jaime Moreno, Spain; Riky Caravati, Italy; Kopano Maje, South Africa; and Franco Vidal, Chile.

**B. Proclamation - Extending Condolences to Fairbanks, Alaska**

Deputy Mayor Nankervis read a proclamation expressing condolences to the community of Fairbanks, Alaska, for its loss of Police Officer Sergeant Allen Brandt, who was shot on duty and succumbed to his injuries several days after being wounded.

**C. Proclamation - Small Business Saturday**

Assemblymember Becker read a proclamation designating November 26, 2016 as "Small Business Saturday" and urged the community to support small businesses and merchants that day, and throughout the year.

**III. APPROVAL OF MINUTES**

A. October 17, 2016 Regular Assembly Meeting 2016-34

Hearing no objection, the minutes of the October 17, 2016 Regular Assembly Meeting No. 2016-34, were adopted.

**IV. MANAGER'S REQUEST FOR AGENDA CHANGES**

Mr. Watt requested that the Assembly remove Ordinance 2016-35 regarding land disposal at Renninger Subdivision from public hearing and refer to the November 21 Committee of the Whole, as at the COW, the Assembly would review Ordinance 2016-26 amending the Land Use Code regarding shared access. Hearing no objection, Ordinance 2016-35 was removed from the agenda.

**V. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

William Quayle spoke about regulations for pedicabs and provided some suggestions for revising those. He has spoken with Deputy Manager Cosgrove. He suggests removing pedicabs from the regulation as they are not registered vehicles, and regulate them separately. The regulation requires auto insurance for a bike, which is not possible. He would like to get parity with Sitka, which requires a one-time fee of \$400 and \$25 bi-annually, which can be waived for seniors. The insurance should be general liability with common carrier endorsement. He said that Docks and Harbors also requires a \$400 permit fee for pedicabs to operate in the area. This change would be for the entire class of non-powered vehicles. He suggested grants may be available for non-powered transportation.

Bill Leighty said that the national election campaign has been difficult and gloomy and it has tested our beliefs and allegiances, and we have lost an opportunity to have a national conversation on the issues. His concerns are about the unrestrained burning of fossil fuels. He designed an earth pin with Bill Spear, which he offered freely to the Assemblymembers, and he urged people on Wednesday morning, following the election, to begin to work together to make an energy plan to protect the earth.

**VI. CONSENT AGENDA**

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

None.

B. Assembly Requests for Consent Agenda Changes

None.

C. Assembly Action

Assembly Action:

MOTION, by Kiehl, to adopt the consent agenda. Hearing no objection, it was so ordered.

1. Ordinances for Introduction

- a. Ordinance 2016-26 An Ordinance Amending the Land Use Code Relating to Access Standards.

The primary purpose of this ordinance is to create a new access option for subdivisions. If approved, the shared private access option would exempt lots in certain subdivisions from the requirement that lots have frontage on a public right of way, and instead allow the lots to be accessed via private shared access located in a private easement. Private shared access ways would be maintained solely by the homeowners.

In August, 2015, the Assembly directed staff to codify the existing practice of allowing shared access. Since then, Community Development staff has been working with the Subdivision Review Committee, a subcommittee of the Planning Commission, the Public Works and Engineering Department, the Fire Department, the Law Department, and the Planning Commission to develop the proposed changes.

On October 25, 2016, the Planning Commission, at a regular public meeting, adopted the analysis and findings listed in the Community Development Department's staff report and recommended that the City and Borough Assembly adopt staff's recommendation for approval, with changes.

**The City Manager recommends this ordinance be introduced and referred to the Committee of the Whole.**

- b. Ordinance 2016-39 An Ordinance Authorizing the Manager to Negotiate a Sale of the North Franklin Parking Lot, Located at 310 Second Street, to Eagle Rock Ventures, LLC.

At the Assembly's direction, staff solicited letters of interest and applications for a negotiated sale of the North Franklin Parking Lot located at the corner of Franklin and Second Street.

The Lands Committee reviewed the Eagle Rock Ventures, LLC proposal at its June 27, August 15, August 29, and October 10, 2016, meetings.

At its October 10, 2016, meeting, the Lands Committee considered Eagle Rock Ventures, LLC's proposal but the motion supporting the proposal did not pass.

At its meeting on October 17, 2016, the full Assembly passed a motion, without objection, directing staff to prepare an ordinance for its consideration authorizing the sale of the property to Eagle Rock Ventures, LLC.

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

- c. Ordinance 2016-40 An Ordinance Authorizing the Port Director to Lease Tract A of Alaska Tidelands Survey 1670 to Angoon Trading Company, Inc.

CBJ Docks & Harbors proposes entering into a new 35-year lease with Angoon Trading Company for Alaska Tidelands Survey No. 1670, Tract A, located along Channel Drive.

The property was appraised at \$0.10 per square foot with an effective date of August 13, 2015. On October 27, 2016, the Docks & Harbors Board



recommended that the Assembly approve a new 35-year lease with Angoon Trading Company for \$6359.80 per year. The Lands Committee reviewed and recommended approval of the new lease at its October 31, 2016, meeting.

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

- d. Ordinance 2016-41 An Ordinance Amending the Official Zoning Map of the City & Borough to Change the Zoning of a Southeast Fraction of USMS 164, Located near the End of St. Ann's Avenue in Downtown Douglas, from D-5 to D-18.

In July 2016, the applicant filed to have Southeast Fraction of USMS 164 rezoned from D-5 to D-18.

On August 17, 2016, after receiving a rezone application, staff held an informational meeting to discuss the proposed rezoning with all owners of property in the area of the rezone.

The Comprehensive Plan Map designation of Natural Park Area is not appropriate for this privately owned parcel. Natural Park Area is described as CBJ-owned lands suitable for community recreational purposes, which are not to be zoned for residential, commercial, or industrial development. The adjacent designation of Medium Density Residential and the adjacent D18 zoning is more appropriate for this privately owned lot.

The CBJ Land Use Code provides minimum restrictions for zone change requests. This proposal conforms to these restrictions as follows:

1. The request is for less than 2 acres, but if approved will expand an existing D-18 zoning district.
2. No similar request has been made in the past year.
3. This request substantially conforms to the land use maps of the 2013 Comprehensive Plan.

The Planning Commission approved this rezone at its September 13, 2016, meeting and recommends that the Assembly approve the rezone of the subject parcel from D-5 to D-18.

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

- e. Ordinance 2016-42 An Ordinance Amending Non-code Ordinance 2016-34, Authorizing the Port Director to Lease Alaska Tidelands Survey 33 to Andrew's Marina, Inc., to Correct the Initial Annual Rent Amount.

After Ordinance 2016-34 was adopted in September 2016, authorizing Docks and Harbors to lease tidelands to Andrew's Marina, Inc., staff discovered an error in the appraisal establishing fair market value for the leased property. A corrected appraisal report was received on October 26, 2016.

This ordinance corrects the annual rental amount consistent with the actual fair market value for the leased premises.

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

2. Resolutions

- a. Resolution 2774 A Resolution Expressing Support for the Juneau Coordinated Transportation Coalition's Prioritization of Projects for Grant Funding by the Alaska Department of Transportation & Public Facilities.

The Alaska Department of Transportation and Public Facilities makes an annual mobility grant available. In order to be eligible for funding, communities must submit to DOT&PF a list of prioritized mobility projects endorsed by the governing body.

On September 28, 2016, the Juneau Coordinated Transportation Coalition (JCTC) voted to forward the following prioritized projects to the Assembly for FY18 DOT&PF mobility grant funding:

1. Lift-equipped taxi
2. Taxi Voucher Program
3. Dialysis Transportation Program
4. Paratransit Bus

The Public Works and Facilities Committee at its October 10, 2016, regular meeting voted to forward the prioritized list to the full Assembly for approval.

**The City Manager recommends this resolution be adopted.**

- b. Resolution 2775 A Resolution In Support of Full Funding from the State of Alaska for the School Bond Debt Reimbursement and State Aid for Construction in Regional Education Attendance Areas.

The City and Borough of Juneau calls on Governor Bill Walker and the Alaska Legislature to fully fund the FY18 and future State of Alaska's moral and constitutional obligation to public schools through both school bond debt reimbursement and state aid for construction in Regional Education Attendance Areas. The City and Borough of Juneau also requests Governor Bill Walker and the Alaska Legislature to adopt an FY17 budget supplemental that reinstates full funding for this year's school debt reimbursement payments.

**The City Manager recommends this resolution be adopted.**

- c. Resolution 2776 A Resolution Authorizing the Manager to Apply for a Community Development Block Grant from the Alaska Department of Commerce, Community, and Economic Development, with Juneau Housing First Collaborative, to be Used for Construction of a Mixed-Use Residential Facility.

The Alaska Department of Commerce, Community, and Economic Development annually makes available a community block grant to qualifying

entities. Local governments can participate by generating their own project ideas or by soliciting ideas from the general public.

This year, the CBJ received one proposal from the Housing First Collaborative (JHFC). This would be the second time the CBJ has worked with JHFC putting together a grant application for funding. The first application, submitted in 2015, was not successful.

Printed grant applications, with original signatures, must be received in Fairbanks by 5 p.m. December 2, 2016, in order to be eligible to compete.

The Assembly Committee of the Whole reviewed JHFC's proposal at its meeting on October 10, 2016, and made a recommendation to the Assembly to support the JHFC application.

**The City Manager recommends this resolution be adopted.**

3. Bid Award

a. Bid Award – E16-128, Seawalk – Bridge to Gold Creek Phase III

This project consists of construction of the final phase of the Seawalk from the Douglas Bridge to Gold Creek, including Bridge Park work at the northern terminus of the Seawalk. The Seawalk completion consists of installation of surface materials on the new 2.7 acre island, and the Bridge Park completion includes the installation of hardscapes, lighting, and other park amenities. Also included within the work, and funded by private donations, are construction of the sculpture pool and piping. Bids were opened on the subject project on October 20, 2016. The bid protest period expired at 4:30 p.m. on October 28, 2016. Results of the bid opening are as follows:

<b>Bidders</b>	<b>Base Bid</b>	<b>Alternate No. 1</b>	<b>Total Bid</b>
Admiralty Construction, Inc.	<b>\$2,716,791.00</b>	<b>\$245,000.00</b>	<b>\$2,961,791.00</b>
Dawson Construction, Inc.	\$3,167,000.00	\$210,000.00	\$3,377,000.00
Arete Construction Co.	\$3,480,816.00	\$252,000.00	\$3,732,816.00
North Pacific Erectors, Inc.	\$4,099,428.02	\$294,500.00	\$4,393,928.02
<i>Engineer's Estimate</i>	\$3,183,856.30	\$277,889.60	\$3,460,995.90

**The City Manager recommends award of this project to Admiralty Construction, Inc. for the total bid amount of \$2,961,791.00, inclusive of Additive Alternate No. 1.**

4. Other Items for consent

a. CBJ Review of State of Alaska - Marijuana Testing Facility License #10512 Southeast Alaska Laboratories, LLC

The Alcohol Marijuana Control Office (AMCO) sends local governing bodies notice of marijuana license applications which allows local governing bodies

the opportunity to protest or waive its right to protest the issuance or renewal of these licenses.

CBJ received notice of the following marijuana license application:

**Marijuana Testing Facility License # 10512 - Southeast Alaska Laboratories, LLC**

**Location: 5450B Jenkins Drive, Juneau, AK**

CBJ staff from the Police, Fire, Finance, and Community Development departments reviewed this application for compliance with CBJ laws and regulations and recommends that the Assembly waive its right to protest the issuance of this license. As to CDD's and Fire Department recommendations, although there are other matters that will still need to be resolved prior to operations beginning, such as a final fire and building inspection and obtaining the local CBJ marijuana license, staff does not feel the need to hold up the state marijuana license for those matters at this time.

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

State of Alaska Alcohol & Marijuana Control Office (AMCO) Notice to Local Governing Body

AMCO Marijuana online application forms (redacted)

MJ-01: Marijuana Establishment Operating Plan

Form MJ-02: Premises Diagram

CBJ Planning Commission Conditional Use Permits - Notices of Decision

Copies of all the documents relating to these licenses are available upon request from the office of the Municipal Clerk during regular business hours.

**The City Manager recommends the Assembly waive its right to protest the issuance of this marijuana license to Southeast Alaska Laboratories, LLC.**

## **VII. PUBLIC HEARING**

- A. Ordinance 2015-20(AW) An Ordinance Appropriating to the Manager the Sum of \$1,802,195, to Fund Bartlett Regional Hospital's Fiscal Year 2016 Public Employee Retirement System Contribution; Funding Provided by the Alaska Department of Administration.

This ordinance would appropriate \$1,802,195, which is the State's FY16 relief rate of 5.19% for each FY16 employer payroll and 27.19% on-behalf PERS benefit paid for Bartlett Regional Hospital. Funding is provided by the Alaska Department of Administration which was authorized by passage of HB2001 during the 2015 legislative session.

This is a housekeeping ordinance to properly account for this on-behalf payment and has no impact on BRH's finances.

**The City Manager recommends this ordinance be adopted.**

Public Comment:

None.

Assembly Action:

*MOTION*, by Gladziszewski, to adopt Ordinance 2015-20(AW). Hearing no objection, it was so ordered.

- B. Ordinance 2016-09(O) An Ordinance Appropriating to the Manager the Sum of \$111,125 as Funding for the Juneau International Airport Construct Runway Safety Area Phase 2B Capital Improvement Project; Funding Provided by the Alaska Department of Transportation.

This ordinance would appropriate \$111,125 to the Construct Runway Safety Area Phase 2B capital improvement project. Funding is provided as follows:

Alaska Department of Transportation (ADOT): \$111,125

This project will construct aircraft parking pavement in the northwest development area. The Federal Aviation Administration (FAA) funds 93.75% of the project with the remainder being provided by Juneau International Airport and ADOT. FAA and Airport funds have previously been appropriated.

The Public Works and Facilities Committee recommended approval of this action at its June 27, 2016, meeting.

The Airport Board approved this action at its September 6, 2016, meeting.

**The City Manager recommends this ordinance be adopted.**

Public Comment:

None.

Assembly Action:

*MOTION*, by Jones, to adopt Ordinance 2016-09(O). Hearing no objection, it was so ordered.

- C. Ordinance 2016-09(P) An Ordinance Appropriating to the Manager the Sum of \$556,467 as Funding for the Juneau International Airport Construct Snow Removal Equipment Building Capital Improvement Project; Funding Provided by the Alaska Department of Transportation.

This ordinance would appropriate \$556,467 to the Construct Snow Removal Equipment Building (SREB) capital improvement project. Funding is provided as follows:

Alaska Department of Transportation (ADOT): \$556,467

The Federal Aviation Administration (FAA) funds 93.75% of the project with the remainder being split between Alaska Department of Transportation (ADOT) and Juneau International Airport. Airport and FAA funds have previously been appropriated.

The Public Works and Facilities Committee recommended approval of this action at its June 27, 2016, meeting.

The Airport Board approved this action at its August 9, 2016, and September 6, 2016, meetings.

**The City Manager recommends this ordinance be adopted.**

Public Comment:

None.

Assembly Action:

*MOTION, by Jones, to adopt Ordinance 2016-09(P).* Hearing no objection, it was so ordered.

- D. Ordinance 2016-09(Q) An Ordinance Appropriating to the Manager the Sum of \$160,000 as Funding for the Emergency Management Performance Grant; Funding Provided by the State of Alaska, Department of Military and Veterans Affairs.

This ordinance appropriates \$160,000 from the Alaska Department of Military and Veterans Affairs under the 2016 Emergency Management Performance Grant.

These funds are provided to reimburse the City and Borough of Juneau for payroll and benefit costs incurred in direct support of the goals and activities of the Emergency Management Performance Grant for CBJ Emergency Programs, Police, and Fire staff in the performance of emergency management functions in planning, training, exercise, and equipment procurement within the grant performance period.

**The City Manager recommends this ordinance be adopted.**

Public Comment:

None.

Assembly Action:

*MOTION, by Becker, to adopt Ordinance 2016-09(Q).* Hearing no objection, it was so ordered.

- E. Ordinance 2016-09(R) An Ordinance Appropriating to the Manager the Sum of \$230,000 as Funding for the 2016 State Homeland Security Program/SHSP; Grant Funding Provided by the State of Alaska Department of Military and Veterans Affairs.

This ordinance appropriates to the manager the sum of \$230,000 from the Alaska Department of Military and Veterans Affairs under the 2016 State Homeland Security Program, awarded to the City and Borough of Juneau.

These funds are provided to reimburse the City and Borough of Juneau for expenses incurred in direct support of the goals and activities of the SHSP.

Projects funded:

1. Purchase and installation of upgrade to the Peterson Hill radio system; including communication tower, backup power generation, radio systems, and wireless datalinks. \$150,000
2. Development, purchase, and installation of a structural collapse simulator at the Hagevig Fire Training Center. Complete NFPA Collapse Level I and II training course in Urban Search and Rescue. \$80,000

There is no match requirement for this grant.

**The City Manager recommends this ordinance be adopted.**

Public Comment:

None.

Assembly Action:

*MOTION, by Gregory, to adopt Ordinance 2016-09(R).* Hearing no objection, it was so ordered.

- F. Ordinance 2016-09(S) An Ordinance Appropriating to the Manager the Sum of up to \$23,405 as Funding for Multiple Training Events for the Juneau Police Department; Grant Funding Provided by the United States Department of Justice, Office of Justice Programs, FY16 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

The Juneau Police Department has been awarded up to \$23,405 in grant funding for various training opportunities.

The JPD leadership team is finalizing a plan of what training opportunities will be funded with this grant. The potential opportunities include forensic traffic accident reconstruction training, National Emergency Number Association conference, leadership training, National Incident-Based Reporting System (NIBRS) training, and report builder training.

No local match is required.

**The City Manager recommends this ordinance be adopted.**

Public Comment:

None.

Assembly Action:

*MOTION, by Gladziszewski, to adopt Ordinance 2016-09(S).* Hearing no objection, it was so ordered.

- G. Ordinance 2016-09(T) An Ordinance Appropriating to the Manager the Sum of \$114,200 as Funding to Provide for Mobile Data Terminals and Accessories at the Juneau Police Department; Grant Funding Provided by the Alaska Department of Transportation and Public Facilities.

The Juneau Police Department has received \$114,200 in grant funding from the State of Alaska, Department of Transportation and Public Facilities, Alaska Highway Safety Office to purchase mobile data terminals (MDTs) and required accessories.

MDTs are the computers officers use in the patrol vehicles. They provide immediate access to databases and information that enhances the ability for them to do their jobs.

We estimate the entire project will cost around \$220,000 when it is complete. This project had originally been budgeted to be funded using JPD's equipment replacement reserve fund. This grant greatly reduces the amount of funding needed from the equipment replacement reserve fund. Still, there is a match requirement for this grant of \$23,000, which is included in the total \$220,000 and already in the equipment replacement reserve fund. This equipment will continue to be scheduled on the equipment replacement schedule in future years.

**The City Manager recommends this ordinance be adopted.**

Public Comment:

None.

Assembly Action:

*MOTION, by Mayor Koelsch, to adopt Ordinance 2016-09(T).* Hearing no objection, it was so ordered.

- H. Ordinance 2016-09(U) An Ordinance Appropriating to the Manager the Sum of \$19,360 as Funding for Body-Worn Cameras; Funding Provided by the Roaded Service Area Fund Balance, Asset Forfeiture Reserve.

The Juneau Police Department has received \$25,060 in grant funding from the U.S. Department of Justice as part of the Body-Worn Camera Policy and Implementation Program for the purposes of purchasing body-worn cameras (BWC).

The use of body-worn cameras assists in meeting key operational goals for JPD including the capture of factual interactions with the public; the de-escalation of difficult interactions which minimizes use of force; identification of structural issues within the department; lower the rate of unfounded grievances filed; save time and money on unnecessary investigations and lawsuits; document interrogations and crime scenes; identify training issues; provide high quality digital multimedia evidence to attorneys; and increase transparency and accountability with the citizens of Juneau.

Acceptance of the grant funds exists within the JPD FY17 budget; however, this grant also has a match requirement, of \$26,826.30. \$7,466.30 will be covered through existing personnel services costs, leaving a deficit of \$19,360. JPD will use asset forfeiture funds to cover this balance.

Replacement of the BWCs will be handled through JPD's equipment replacement schedule.

**The City Manager recommends this ordinance be adopted.**

Public Comment:



None.

Assembly Action:

MOTION, by Weldon, to adopt Ordinance 2016-09(U).

Mr. Nankervis objected. He understands the impetus behind going to body cameras but suspects that not all of the legality of the body cameras have been worked out yet and it has the potential to cost the city far more for having the body cameras than not having the body cameras. He disagrees that it will lower the rate of unfounded grievances filed, since there is not a way to know if a grievance is founded or not until it is investigated. There is a lawsuit about body cameras in Kodiak. He has concerns about privacy issues and intrusion into people's lives. He has concerns about audio recordings as well. With audio, body and dash cams, there is an expectation that every interaction will be recorded and if not, then perhaps the officer's version of that interaction is inaccurate and often time prosecutions are declined, or if there isn't a recording, there can be an assumption that there was an attempt to eliminate the recording. He had seen a judge dismiss a ticket because there was no recording. He understands the intent is to protect the department from unfounded complaints, but he sees exposure to liability.

Ms. Becker asked Chief Johnson to comment about privacy, the Kodiak case, and clarity of how this will help. Chief Johnson said the camera will record where the officers are going and what they are looking at legally, the officers are seeing what is being recorded by the camera - the privacy has been taken and the camera accurately records what the officer sees. There is great benefit to the department and public. Privacy is important but if the officer can legally look at the object, then it is an accurate record. We will not leave cameras set up without an officer there operating the camera.

Ms. Becker asked about the privacy of a bystander being captured on camera. Chief Johnson said that the police officer has already invaded the privacy and the camera will accurately record what the officer saw and did and it will protect the officer. Regarding release to the public, he deferred to the City Attorney, as there are restrictions on what can be released. The court will have to weigh in on this and not all the questions are answered. The benefit to JPD far outweighs the concerns. We have had one FOIA case for dash cam video which we denied. Fairbanks has cameras and has received one FOIA request that they have declined to release the video. In Kodiak, they were required to release the video, it was an interaction between a police officer and a citizen and he argued that it was good for the public to see when the police make mistakes. He said JPD would reap great benefits now and he saw no reason to wait until other jurisdictions were using them.

Roll call:

Aye: Becker, Gladziszewski, Gregory, Jones, Kiehl, Weldon, White

Nay: Nankervis, Koelsch

Motion passed 7 ayes, 2 nays.

- I. Ordinance 2016-32 An Ordinance Amending the General Penalty Chapter of the City and Borough Code Relating to the Payment of Fines.

This ordinance would adopt language similar to AS 12.55.051(a), which provides a meaningful enforcement tool for the court when defendants willfully refuse to pay fines imposed as part of a sentence in a criminal case.

The court is prohibited from imposing a jail sentence if the failure to pay the fine or restitution is because of an inability to pay, and the judge is required to make a factual finding that inability to pay is not a factor.

The Committee of the Whole approved forwarding this ordinance to the Assembly at its October 10, 2016, meeting.

**The City Manager recommends this ordinance be adopted.**

Public Comment:

None.

Assembly Action:

*MOTION, by Jones, to adopt Ordinance 2016-32.*

Mr. Kiehl objected. He understood and appreciated that this closely reflects existing state law on the books and he thinks it is a bad law and does not want to see it adopted. This is narrowly drafted but allows us a way to go after a scofflaw in a manner that is convenient, and is both excessively expensive and works and injustice. There is a body of writing about the cycle people can get into when small fines become big fines and big fines become jail time - when jobs are lost due to jail and this is destructive and non-rehabilitative, and puts people in jail more often which can serve as a training ground for future crime. Time in jail does not deliver the city any dollars, and there is no ability to pay restitution from being locked up. He disagreed with the \$50 amount per day for jail time, which is less than 2/3 of the minimum wage did not make any sense. It is a shame the state has this law and he discussed the cost of jail time.

Ms. Becker asked for clarification and Ms. Mead said this is generally used when a court imposes a sentence of a fine, instead of going to jail, as part of a criminal case, and the defendant refuses to pay the fine. The court has to find that the defendant is willfully refusing to pay the fine, not because he or she is not able to pay it, but because they are refusing to pay it. It is a tool that the court can use to hold someone accountable. The judge can commute the fine to a jail sentence and the amount is set by state law.

Mr. Jones supported the ordinance. He understood Mr. Kiehl's concerns. This is the state's attempt to keep people out of jail - by using fines instead of jail time this is one of the options that they have decided to take. If a person willfully does not pay, and the courts make a finding of fact that they are willfully not paying a fine, the court can commute the fine to jail time. This is an experiment in the law and it needs to have some teeth behind it. As much as I find myself at odds with this, I have to support this. We as a city need to give tools to our law department to follow through. Most of these cases will not be tried by state prosecutors, and we need to have it in our code.

Ms. White agreed with Mr. Jones and said this is a tool in the toolbox. If someone has the inability to pay, that is not a factor. She was glad that the state law set the fines and time served. There has to be some repercussion for breaking the law.

Mr. Gregory asked what the current circumstance is with people who do not pay and does the fine end up on their credit report. Ms. Mead said she was not sure. With SB91, the process is in a state of flux. The processes are not settled - it used to be all fines were paid to the court. Our collections office garnishes PFDs. She does not know if the state will continue to collect fines for CBJ or if they forwarded to collections, however, it does become part of one's criminal record.

Mr. Gregory asked about the nature of the crimes and what the least severe crime this law might effect - what would be the minimum for sending someone to jail for non-payment. Ms. Mead said it would not include non-payment of parking tickets or an insignificant fine owed, since there can be a garnishment process. She sees this as a tool for a sentence from the court for a significant fine and for a person who is making no effort to satisfy the fine. Defendants have asked for jail time in lieu of fines, and have also asked for community work service to be commuted to jail time - we can no longer do this.

Mr. Gregory asked about the statistics of those who willfully don't pay their fines, compared to those who can't. Ms. Mead said this recourse can't be used when someone has the inability to pay so she could not provide a comparison.

Ms. Gladziszewski asked how it was determined that there is an ability to pay. Ms. Mead said that was solely up to the judge in a hearing. CBJ would have to prove to the judge's satisfaction that the person can pay and refuses.

Ms. White asked if the outstanding fine is filed by judgment. Ms. Mead said it would be filed as a sentence. Ms. White said that judgments effect a person's ability to buy a home. Ms. Mead said that CBJ could try to collect by filing a lien, or garnishing wages, but she was not sure about debt collection and credit reports.

Roll call:

Aye: Becker, Gladziszewski, Jones, Nankervis, Weldon, White, Koeslch

Nay: Gregory, Kiehl

Motion passed, 7 ayes, 2 nays.

- J. Ordinance 2016-35 An Ordinance Authorizing the Manager to Convey Lot 3 of the Renninger Subdivision to the Juneau Housing Trust.

Staff recently solicited letters of interest for the disposal of six residential lots in the Renninger Subdivision. The Lands Committee reviewed four letters of interest at its April 24, 2016, meeting, and at its May 16, 2016, meeting recommended authorizing the City Manager to negotiate with the Juneau Housing Trust for the sale of Lot 3.

In accordance with CBJ 53.09.270, this sale is for less than fair market value as the Trust's proposal is to work with the University of Alaska Southeast and the Juneau School District to build affordable single family homes while teaching students in the Educational Home Build Program. Homes built by the program will be held in a 99 year land lease and will service the 80 - 120% median income range.

**The City Manager recommends this ordinance be adopted.**

Public Comment:

None.

Assembly Action:

*This item was removed from the agenda and referred to the November 21 Assembly Committee of the Whole meeting agenda.*

**VIII. UNFINISHED BUSINESS**

None.

**IX. NEW BUSINESS**

A. Adoption of Assembly Calendar

Hearing no objection, the Assembly calendar was adopted.

**X. STAFF REPORTS**

A. Public Information Officer

Mr. Watt said that in an effort to get better information out to the public on a timely basis and free senior staff of being behind the curve to get out information, he worked with Mr. Barr and found an existing open full time employee position that was presently open and worked to draft new a new position description that would create two separate half-time positions, one two work at the library and the other to serve as a Public Information Officer, both half-time. He had spoken with Mr. Bill at Bartlett regarding the BRH PIO position and they both determined that sharing that position between BRH and CJB Administration would not work. The CBJ PIO would be in addition to the social media and press release activities from departments and the Clerk's office and would offer substantive communications strategies to get ahead of information and get information out to the public - this person will assist the manager's communications cabinet and will implement those policies.

Mr. Jones spoke about his concerns about the current website being difficult to navigate and locate information and did not think social media was being used effectively, so had trouble with thinking that a half-time person coming in to tell directors how to better get information out would resolve those issues. Ms. Cosgrove understands that the website needs assistance and it is under revision. The position will not advise department directors but it will work with the leadership team to improve communications.

Mr. Kiehl said it appears that there are two full time positions without funds available. He agreed that it is very difficult to find information on-line. Many division directors are doing a good job and some could use some help. He had other ideas as well and said this is an important first step and there is a lot of backlog of telling people about the city and the work it does.

Mr. Nankervis said his inability to find information had nothing to do with the website, it had to do with his inability. We could come up with the funds for a full time positin if we feel the need is that great and we decide where to bring the money from. He asked about outsourcing. Mr. Watt said the budget was \$50,000. They had considered outsourcing but did not feel that

was the best direction. We need to get ahead of stories and information on a timely basis and he believed this approach was the most efficient use of budget. Staff has discussed this at the leadership team level and sees this as a great support for Ms. Cosgrove, Ms. Mead, myself and department heads.

Mr. Nankervis thanked the staff for bringing the matter back before the Assembly for comment.

**B. Alaska Airlines Essential Air Service**

Hearing no objection, the Assembly directed a letter be sent from the Mayor and Assembly in support of Alaska Airlines application for an (EAS) Essential Air Service designation for Cordova, Gustavus, Petersburg, Wrangell, and Yakutat, Alaska.

**XI. ASSEMBLY REPORTS**

**A. Mayor's Report**

Mayor Koelsch reported on a visit from the German Consul to Juneau and he thanked Parks and Recreation for flying the German flag in Marine Park. He visited Skagway for the dedication of the new fiber optic cable installation by Alaska Power and Telephone (AP&T). He reported on a successful food drive for the foodbank. He recently read and recommended Karleen Grummett's book, "Quiet Defiance: Alaska's Empty Chair Story." He encouraged all to vote and said he agreed with Mr. Leighty in that we all need to work together.

**B. Committee and Liaison Reports**

*Eaglecrest Board:* Liaison Gregory said the board met November 3 and he said the tier 2 season pass sales end on November 13 and then the prices go up. The Warren Miller ski films will be shown on Nov 17 & 18 at Rockwell. December 3 is the scheduled opening date. In FY21 the board is considering lighting on the mountain, and the Ski Swap was successful.

*Juneau Economic Development Council:* Liaison Weldon said the board met October 31 to consider board candidates and thanked outgoing members Sydney Mitchell and Corey Baxter. The Alaska State Committee on Research has chosen to induct new members to the Alaska Innovators Hall of Fame at the JEDC Innovation Summit on February 15-16, 2017 and there are a few Juneau inductees. JEDC met with representatives of the Renewable Energy Research and Development and Visitor Products cluster with Senator Murkowski in October to discuss industry priorities. The Main Street USA consultant visited Juneau last week with several successful meetings organized by the Downtown Business Association in conjunction with JEDC. The annual Economic Indicator Report is available on the JEDC website. The next meeting is set for December 7.

*School Board:* Liaison Weldon said the board met on October 19 and swore in new members Dan DeBartolo and Steve Whitney, and elected officers Brian Holst, President, Andi Story, Vice-President and Emil Mackey as Clerk. The board is working on its policy manual and they announced that the four year on time graduation rate is up to 85% from 2012 at 70%. The board held a retreat on October 29 and learned about equity practices, open meetings act, open records act and conflict of interest, and received a budget update. The next meeting is November 15 at 6 pm at TMHS, following a work session.

*Lands Committee:* Chair White said the Lands committee forwarded for introduction the ordinance regarding the sale of the Franklin St. lot.

*Planning Commission:* Liaison White said the PC was meeting Thursday, November 10.

*Aquatic Board:* Liaison White said the board assisted with the recent state swim tournament in Juneau last week.

*Travel Juneau:* Liaison White said the board would be holding a candidate forum for interested persons wishing to be on its board.

*Bartlett Hospital Board:* Liaison Gladziszewski said the board met October 25 and discussed a recent compliance audit, and she noted that the BRH Board had not made a commitment but was still discussion contribution of an additional \$100,000 for the Housing First facility.

*Parks and Recreation Advisory Committee:* Liaison Gladziszewski said the committee discussed funding for a Hut to Hut trail system, discussed seawalk maintenance, and its next meeting was set for December 6.

*Human Resources Committee:* Chair Jones said the HRC met today prior to this meeting and recommend the following names for appointment:

Hearing no objection, the following people were appointed to Boards and Commissions:

Juneau Economic Development Council:

- Steve Ricci for an unexpired term expiring November 30, 2018.
- Mitch Jackson, reappointed to a second three-year term expiring November 30, 2019.
- Marc Wheeler for a three-year term expiring November 30, 2019.
- Nadine Lefebvre, for a three-year term representing Organized Labor for a term expiring November 30, 2019.

Youth Activities Board:

- Sarah Cannard to the JAHC seat on the Youth Activities Board for a term to coincide with her service on the JAHC.

Chair Jones noted that a special full Assembly as HRC meeting was set for December 8 to interview candidates for the Aquatics Board, Bartlett Regional Hospital Board and Planning Commission.

*Airport Board:* Liaison Jones said the next meeting was set for Tuesday, November 8.

*Downtown Business Association:* Liaison Jones said the DBA is at the beginning of a lengthy process for Main Street USA and it needs volunteers. The next meeting was set for December 6.

*Local Emergency Planning Committee:* Liaison Jones said the next meeting was set for Wednesday, November 9.

Alaska Municipal League: Liaison Kiehl said that the annual conference would be held November 16-18 in Anchorage.

Finance Committee: Chair Kiehl said the next meeting was set for Wednesday, November 9 and the packet was distributed.

UAS Campus Council: Liaison Kiehl said the US Coast Guard is working with UAS on a "pre-commissioning program" which routes students to USCG officer candidate school. He said the joint application submitted by UAS / Docks and Harbors for the NOAA facility was moving forwards. He said that the UA Board of Regents would be meeting at the end of the week to receive the President's recommendations and one would change the UAS School of Management to no longer be a separate school but the same degree would be offered through the School of Arts and Science. He also recommends that the statewide teacher education program central campus be UAF, not UAS, which Mr. Kiehl said did not make fiscal sense.

Hearing no objection, the Assembly authorized the manager to write a letter to the Board of Regents requesting that UAS be named as the lead campus for teacher training in Alaska. Mr. Kiehl would assist with the drafting of the letter. Mayor Koelsch said he spoke at a recent Regents meeting about the program and he supported the effort.

Public Works and Facilities Committee: Chair Becker said the committee met on Oct 31. Matthew Bell is the Planning Commission liaison. The committee received an update on the Whale Park project and restrooms are recommended to be added. They discussed the U.S. Forest Service Hut to Hut program and funding for that.

Alaska Committee: Liaison Becker said the next meeting is set for Wednesday, November 9.

Docks and Harbors: Liaison Becker said the board met and discussed artwork on the cruise ship dock which will be installed in April/May of 2017, received an update on Douglas Harbor retaining wall constructions, and Auke Bay boat yard, Statter Harbor launch ramp. The Board voted to remove the lightering float at the cruise ship dock and move it to the area near the Tram building. The board is increasing liveaboard fees in the harbors.

Committee of the Whole: Chair Nankervis said the Assembly met and moved the Housing Action Plan forward to the Assembly for public hearing at its November 28 meeting, and postponed action on fireworks.

#### C. Presiding Officer Reports

The following hearing dates are set for pending appeals before the Assembly:

- Olmo v Planning Commission - December 14, 2016
- Meek v Planning Commission - December 19, 2016
- SEAL Trust v CBJ Assessor - February 1, 2017
- Nestler v Planning Commission - February 20, 2017

## **XII. ASSEMBLY COMMENTS AND QUESTIONS**

The Assembly encouraged people to vote on Tuesday, November 8.

Ms. Weldon asked people to remember veterans on Veterans Day.

Ms. Gladziszewski expressed her interest in CBJ posting audio files of meetings on website.

Mr. Jones said he would like to see more information on development of the property at Renninger Subdivison and how it would comply with the Land Use Code.

Mr. Jones said the Southeast Chapter of the Miners Association would meet on November 11 at 7 am at the Prospector Hotel and Robert Venables of SE Conference would report on marine highways.

Mr. Kiehl said the Main Street USA program has great promise and the consultant is pleased with the energy in Juneau. He thanked all the volunteers that make the middle school outdoor skills program possible.

Mr. Nankervis related that he witnessed a woman pay \$140 for groceries for a stranger in line whose card was declined and praised that act of kindness.

### **XIII. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

William Quayle encouraged the Assembly to organize a Juneau Winter Festival to offer small cruise lines opportunities to visit Juneau in the winter, utilize Eaglecrest ski area and continue tourism through the off-season.

### **XIV. EXECUTIVE SESSION**

A. Bartlett Regional Hospital: Compliance Update

*MOTION, by Becker, to enter into executive session to hear an update from the municipal attorney on Bartlett Hospital Compliance Issues.*

Hearing no objection, the Assembly entered executive session at 9:18 p.m. and returned to regular session at 10:10 p.m. Mayor Koelsch left the meeting at this point and Mr. Gregory remained on the phone line.

Upon returning to regular session, Ms. Becker said the Assembly received information about BRH compliance.

### **XV. ADJOURNMENT**

There being no further business to come before the Assembly, the meeting adjourned at 10:12 p.m.

Signed: \_\_\_\_\_  
Laurie Sica, Municipal Clerk

Signed: \_\_\_\_\_  
Kendell D. Koelsch, Mayor

### **XVI. SUPPLEMENTAL MATERIALS**



Presented by: The Manager  
Introduced: November 28, 2016  
Drafted by: Finance

**ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**

**Serial No. 2015-20(AX)**

**An Ordinance Appropriating to the Manager the Sum of \$660,000, as Partial Funding for Bartlett Regional Hospital's Fiscal Year 2016 Operating Budget; Funding Provided by Hospital Revenues.**

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 \$660,000 for Bartlett Regional Hospital's fiscal year 2016 operating budget.

**Section 3. Source of Funds**

Bartlett Regional Hospital FY16 Revenues	\$ 660,000
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**Section 4. Effective Date.** This ordinance shall become effective upon adoption.

Adopted this \_\_\_ day of \_\_\_\_\_, 2016.

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Kendell D. Koelsch, Mayor

Attest:

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Laurie J. Sica, Municipal Clerk

Presented by: The Manager  
Introduced: 11/28/2016  
Drafted by: Finance

**ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**

**Serial No. 2016-09(V)**

**An Ordinance Transferring \$3,075,566 from the Sales Tax, and the General Fund's Fund Balance to the General Debt Service Fund's Fund Balance.**

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

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

**Section 2. Appropriate.** There is appropriated to the Manager the sum of \$3,075,566 for transfer to the General Debt Service Fund.

**Section 3. Source of Funds.**

- Sales Tax Fund's Fund Balance                      \$ 289,566
- General Fund's Fund Balance                      \$ 2,786,000

**\$ 3,075,566**

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

Adopted this \_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Kendell D. Koelsch, Mayor

Attest:

\_\_\_\_\_  
Laurie J. Sica, Municipal Clerk

Presented by: The Manager  
Introduced: 11/28/2016  
Drafted by: Finance

**ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**

**Serial No. 2016-09(W)**

**An Ordinance Transferring \$696,000 from the CBJ Facility Infrastructure Deferred Maintenance Project, to the General Government Fund's Fund Balance.**

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

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

**Section 2. Appropriate.** There is appropriated to the Manager the sum of \$696,000 for transfer to the General Government Fund's Fund Balance.

**Section 3. Source of Funds.**

- CBJ Facility Infrastructure \$ 696,000  
Deferred Maintenance CIP

**\$ 696,000**

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

Adopted this \_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Kendell D. Koelsch, Mayor

Attest:

\_\_\_\_\_  
Laurie J. Sica, Municipal Clerk

Presented by: The Manager  
Introduced: 11/28/2016  
Drafted by: Finance

# ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

**Serial No. 2016-09(X)**

**An Ordinance Transferring \$110,434 from the Sales Tax Fund's Fund Balance, to the Roaded Service Area Fund's Fund Balance.**

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

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

**Section 2. Appropriate.** There is appropriated to the Manager the sum of \$110,434 for transfer to the Roaded Service Area Fund's Fund Balance.

### Section 3. Source of Funds.

- Sales Tax Fund's Fund Balance \$ 110,434
- \$ 110,434**

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

Adopted this \_\_ day of \_\_\_\_\_, 2016.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager  
Introduced: 11/28/2016  
Drafted by: Finance

**ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**

**Serial No. 2016-09(Y)**

**An Ordinance Appropriating to the Manager the Sum of \$365,000 as Funding for the Fountain and Whale Related Site Elements that are Part of the Bridge Park Capital Improvement Project; Funding Provided through a Donation from The Whale Project Committee.**

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

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

**Section 2. Appropriate.** There is appropriated to the Manager the sum of \$365,000 as partial funding for the Bridge Park Capital Improvement Project.

**Section 3. Source of Funds.**

Donation from The Whale Project	\$ 365,000
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**Section 4. Effective Date.** This ordinance shall become effective upon adoption.

Adopted this \_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Kendell D. Koelsch, Mayor

Attest:

\_\_\_\_\_  
Laurie J. Sica, Municipal Clerk

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

**ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**

**Serial No. 2016-30**

**An Ordinance Amending the Comprehensive Plan by Adopting the Housing Action 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.** CBJ 49.05.200, Comprehensive plan, is amended to read:

**49.05.200 Comprehensive plan.**

...

(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:

- (A) The Juneau Coastal Management Program, Volumes 1 and 2, dated February, 2008;
- (B) The Downtown Historic District Development Plan, dated December 1981; provided that the proposed district boundaries shall be those established by the assembly under a separate ordinance;
- (C) The Long Range Waterfront Plan for the City and Borough of Juneau, dated January 22, 2004, as amended;
- (D) The Last Chance Basin Land Management Plan, dated May 1978, updated November 1994;
- (E) Watershed Control Program - Salmon Creek Source, dated April 1992;
- (F) Watershed Control and Wellhead Protection Program - Gold Creek Source, dated November 1994;
- (G) Chapter 6 and Plate 1 of the West Douglas Conceptual Plan, dated May 1997;
- (H) Juneau Non-Motorized Transportation Plan, dated November 2009;
- (I) 2010 Downtown Parking Management Plan;
- (J) Chapter 5 of the Willoughby District Land Use Plan, dated March 2012;
- (K) Municipal Drinking Water Supply Plan, dated June 5, 2012;
- (L) Wireless Telecommunication Master Plan, dated May 2014;
- (M) Juneau Economic Development Plan, dated January 28, 2015; ~~and~~
- (N) Auke Bay Area Plan, dated March 16, 2015; and
- (O) Housing Action Plan, dated October 31, 2016.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Kendell D. Koelsch, Mayor

Attest:

\_\_\_\_\_  
Laurie J. Sica, Municipal Clerk



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

**ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**

**Serial No. 2016-35**

**An Ordinance Authorizing the Manager to Convey Lot 3 of the Renninger Subdivision to the Juneau Housing Trust.**

WHEREAS, the City and Borough of Juneau recently subdivided a portion of USS 5504 into six buildable lots; and

WHEREAS, this property has been included for disposal in the 2016 Land Management Plan, adopted May 23, 2016; and

WHEREAS, the City and Borough of Juneau is currently constructing right-of-way access and utilities to each lot; and

WHEREAS, the Assembly directed staff its February 22, 2016, regular meeting to request letters of interest for the development of up to six City and Borough-owned lots; and

WHEREAS, the Juneau Housing Trust, University of Alaska Southeast, and the Juneau School District comprise the House Build Partnership, which submitted a letter of interest for Lot 3, Renninger Subdivision to be used for the educational House Build Program; and

WHEREAS, the Lands Committee at its May 16, 2016, meeting passed a motion of support for the Assembly to authorize the Manager to enter into direct negotiations with the Juneau Housing Trust for the sale of Lot 3 of the Renninger Subdivision for use by the House Build Program; and

WHEREAS, CBJ 53.09.270(b) states that “the sale, lease, or other disposal of City and Borough land or resources may be made to a private, nonprofit corporation at less than the market value provided the disposal is approved by the assembly by ordinance, and the interest in land or resource is to be used solely for the purpose of providing a service to the public which is supplemental to a governmental service or is in lieu of a service which could or should reasonably be provided by the state or the City and Borough;” and

WHEREAS, the property will be purchased by the Juneau Housing Trust and used by the House Build Program to build single family homes; and

WHEREAS, the homes built by the educational House Build Program will be held in a 99-year land lease and will service the 80-120% median income range; and

WHEREAS, the sale price of the lot will be for 50% fair market value as determined by the appraisal; and

WHEREAS, Juneau Housing Trust is willing to purchase the lot for use by the House Build Program and will ensure that future house sales will be to affordable housing income-qualifying purchasers in perpetuity; and

WHEREAS, Juneau Housing Trust has elected to finance the sale through the City and Borough.

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 3 of the Renninger Subdivision to the Juneau Housing Trust.

**Section 3. Conditions of Sale.** Conveyance of Lot 3 to the Juneau Housing Trust shall be pursuant to a land sale agreement which includes the following minimum terms:

- (A) The purchase price for the lot shall be \$95,000.
- (B) Juneau Housing Trust will be responsible for all closing and recording costs.
- (C) Juneau Housing Trust shall participate in the development of the lot for residential purposes only in cooperation with the Juneau School District through the District's Home Build Program. Units shall be sold at affordable housing rates.
- (D) The agreement shall specify that if construction has not begun within two years, the CBJ may, at its sole option, repurchase the property for the original purchase price plus interest.
- (E) Juneau Housing Trust may utilize CBJ financing under the following terms:
  - i. A down payment of five percent shall be due at closing.
  - ii. The balance owed shall be paid over a period of ten years, in annual, quarterly, or monthly payments, at an annual interest rate of ten percent.
  - iii. The City and Borough shall not subordinate its security interest to other lenders.

(F) The Juneau Housing Trust will be responsible for purchasing title insurance.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Kendell D. Koelsch, Mayor

Attest:

\_\_\_\_\_  
Laurie J. Sica, Municipal Clerk

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

**ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**

**Serial No. 2016-39(b)**

**An Ordinance Authorizing the Manager to Negotiate a Sale of the North Franklin Parking Lot, Located at 310 Second Street, to Eagle Rock Ventures, LLC.**

WHEREAS, the City and Borough owns real property at 310 Second Street, legally described as

Lot 1 and the Southeast 20.00 feet, measured on the Lot lines, of Lot 8, Block 11 Townsite of Juneau and Lot 2, and the Southwest one-half of Lot 3, Block 11, Townsite of Juneau, Juneau Recording District, First Judicial District, State of Alaska.

and

WHEREAS, this property has been included for disposal in the 2016 Land Management Plan, adopted on May 23, 2016; and

WHEREAS, Eagle Rock Ventures, LLC, a limited liability company organized under the laws of the State of Washington, submitted a letter of interest to purchase the property; and

WHEREAS, at its regular meeting on October 17, 2016, the Assembly passed a motion, without objection, to prepare an ordinance for introduction at the November 7, 2016, regular Assembly meeting authorizing a sale of the property to Eagle Rock Ventures, LLC; and

WHEREAS, according to the recent appraisal, the fair market value of the property is \$530,000.

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 Dispose of Land by Negotiated Sale.** The Manager is authorized to execute a sales agreement with Eagle Rock Ventures, LLC, for the real property described as:

Lot 1 and the Southeast 20.00 feet, measured on the Lot lines, of Lot 8, Block 11 Townsite of Juneau and Lot 2, and the Southwest one-half of Lot 3, Block 11, Townsite of Juneau, Juneau Recording District, First Judicial District, State of Alaska.

as shown on Exhibit A, attached.

**Section 3. Conditions of Sale.** Conveyance of the property shall be pursuant to a purchase and sale agreement, which must include the following minimum terms:

(A) The purchase price for the lot shall be \$530,000, the appraised fair market value;

(B) Eagle Rock Ventures, LLC, shall be required to purchase title insurance and pay half of all closing and recording costs;

(C) Eagle Rock Ventures, LLC, is solely responsible for determining if the property is suitable for its needs;

(D) Closing shall be before the 180<sup>th</sup> day after the effective date of this ordinance, or within ten days after Eagle Rock Ventures obtains the land use permits necessary to develop consistent with its proposal provided the Manager finds that Eagle Rock Ventures has made diligent efforts to obtain such permits. Eagle Rock Ventures, LLC shall deposit \$25,000 as a refundable deposit with an escrow company upon execution of the land sale agreement.

**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.

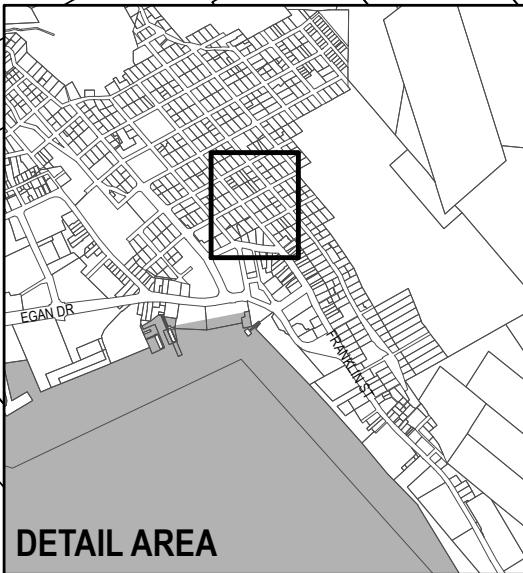
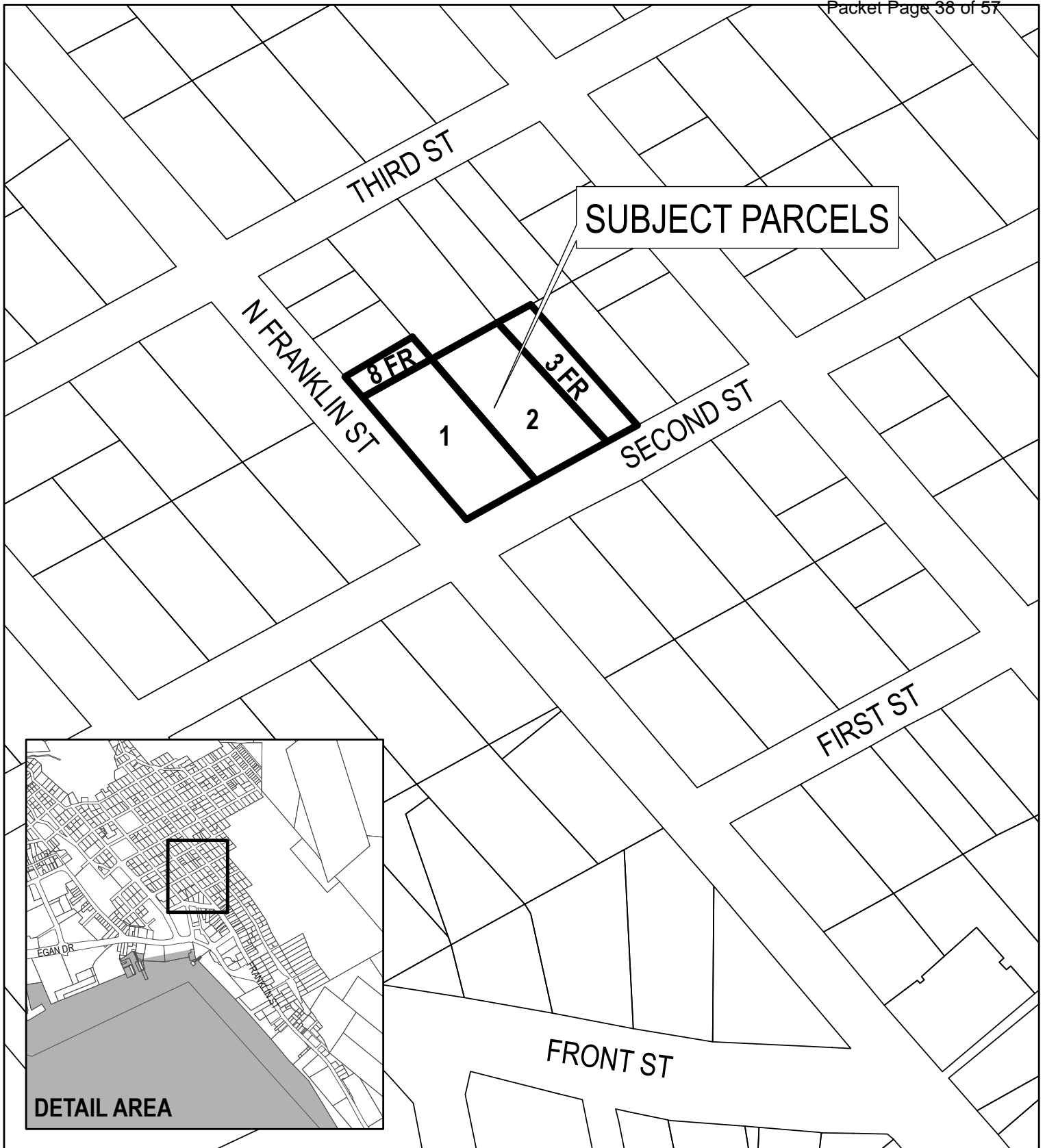
**Section 5. Effective Date.** This ordinance shall be effective 30 days after its adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Kendell D. Koelsch, Mayor

Attest:

\_\_\_\_\_  
Laurie J. Sica, Municipal Clerk



## Exhibit A - Ord. 2016-39

vicinity map for

LOTS 1, 2, 3 FR, & 8 FR

BLOCK 11, JUNEAU TOWNSITE

0 50 100 200 Feet



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

# **ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**

**Serial No. 2016-40**

## **An Ordinance Authorizing the Port Director to Lease Tract A of Alaska Tidelands Survey 1670 to Angoon Trading Company, Inc.**

WHEREAS, a 55-year lease (ADL 2852/ATS 54) was executed between the State of Alaska and Channel Flying Service/Parker Tug & Barge Company, Inc., on November 28, 1961; and

WHEREAS, on February 8, 2001, the State of Alaska transferred management of ATS 54 to the City and Borough Docks & Harbors; and

WHEREAS, ATS 54 was replatted to ATS 1670, according to plat 2015-1 filed in the Juneau Recording District on January 9, 2015; and

WHEREAS, an appraisal was conducted with an effective date of August 13, 2015, for ATS 1670, Tract A, recommending a lease rate of .10 cents per square foot per year for 1.46 acres (63,598 sf) along Channel Drive; and

WHEREAS, on August 31, 2016, Channel Flying Service assigned its right, title and interest to Angoon Trading Company; and

WHEREAS, on October 27, 2016, the Docks & Harbors Board recommended the Assembly approve a new 35-year lease with Angoon Trading Company for \$6,359.80 per year; and

WHEREAS, at its meeting on October 31, 2016, the Lands Committee reviewed and recommended approval of the new lease with Angoon Trading Company; and

WHEREAS, the City and Borough Docks & Harbors proposes entering into a new 35-year lease with Angoon Trading Company for Alaska Tidelands Survey No. 1670, Tract A, containing 1.46 acres (63,598 sf) along Channel Drive; and

WHEREAS, the lease of ATS 1670 is entered into pursuant to the authority of CBJ Code Section 85.02.060(a)(5), CBJ Chapter 53.20, and 05 CBJAC 50.

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.** The Port Director is authorized to negotiate and execute a lease agreement, in a form substantially similar to the lease attached as Exhibit A, with Angoon Trading Company, Inc., for the property described as:

Alaska Tidelands Survey No. 1670, Tract A, according to the plat 2015-1 filed in the Juneau Recording District on January 9<sup>th</sup>, 2015 containing 1.46 acres, more or less.

and generally depicted on the map attached to Exhibit A.

**Section 3. Minimum Essential Terms and Conditions.**

(A) The leased property shall be used by Lessee for a warehouse, product distribution facility, and barge landing. Should Lessee wish to further development the Leased Premises, Lessee shall be required to obtain approval of its development plans from the CBJ Docks and Harbors Board prior to any further development of the Leased Premises or improvements.

(B) The term of the lease is 35 years, beginning November 27, 2016, unless sooner terminated.

(C) Lease Payments and Adjustments.

(1) The annual rent for the first year of the lease shall be \$6,359.80, payable annually, or in monthly installments of \$529.99 for the initial lease term.

(2) Beginning with the first year (2021) after the initial five-year period of the term, the Port Director will re-evaluate and adjust the annual lease payment for the Leased Premises for the next five-year period of this lease, and then every five years thereafter, pursuant to Appendix B, Section 3(b) of this lease, CBJ 53.20.190(2), CBJ 85.02.060(a)(5), and the Docks and Harbors lease administration regulations, 05 CBJAC Chapter 50. The new annual lease payment amount shall be paid retroactively to the beginning of that lease payment adjustment period. Lessee shall pay all appraisal costs associated with re-evaluating and making adjustments to the annual lease payment.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Kendell D. Koelsch, Mayor

Attest:

\_\_\_\_\_  
Laurie J. Sica, Municipal Clerk



After Recording Please Return to:  
City and Borough of Juneau  
Attn: Carl Uchytel, P.E., Port Director  
155 S. Seward Street  
Juneau, AK 99801

## LEASE FOR ATS 1670

**PART 1. PARTIES.** This lease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter “CBJ” or “City” and Angoon Trading Company, Inc., a corporation organized under the laws of the State of Alaska (with its principal place of business in Angoon, Alaska), a, hereafter “Lessee.”

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

**CBJ:**

City and Borough of Juneau  
Attn: Carl Uchytel, P.E.  
155 S. Seward Street  
Juneau, AK 99801  
Phone: (907) 586-0292  
Fax: (907) 586-0295  
Email: Carl.Uchytel@juneau.org

**Lessee:**

Angoon Trading Company, Inc.  
Attn: Shayne Thompson  
P.O. Box 10  
Angoon, AK 99820  
Phone: 907-788-3111

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

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

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

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**PART IV. PRIOR LEASE AGREEMENTS SUPERSEDED.** This lease agreement supersedes and replaces any lease agreement for Alaska Tidelands Survey No. 54/ADL 2852, entered into between the State of Alaska and a predecessor lessee on November 28, 1961, and any amendments to, or assignments of, that lease agreement.

**PART V. LEASE EXECUTION.** CBJ and Lessee agree and sign below. This lease is not effective until signed by the CBJ.

**Lessee:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Shayne Thompson  
President and Director, Angoon Trading Company, Inc.

## LESSEE ACKNOWLEDGMENT

STATE OF ALASKA )  
 ) ss:  
FIRST JUDICIAL DISTRICT )

This is to certify that on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Shayne Thompson, President and Director, of Angoon Trading Company, Inc.**, to me known to be the identical individuals described in and who executed the foregoing instrument for and on behalf of said corporation, as Lessee, which executed the above and foregoing instrument; who on oath stated that s/he was duly authorized to execute said instrument; who acknowledged to me that s/he signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

**CBJ:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Carl Uchytel  
CBJ Port Director

## CBJ ACKNOWLEDGMENT

STATE OF ALASKA )  
 ) ss:  
FIRST JUDICIAL DISTRICT )

This is to certify that on the \_\_\_\_ day of \_\_\_\_\_, 2016, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Carl Uchtyl**, to me known to be the **Port Director of the City and Borough of Juneau**, Alaska, a municipal corporation which executed the above foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to that that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

Risk Management Review: \_\_\_\_\_, Risk Manager

Approved as to Form: \_\_\_\_\_, Law Department

## **APPENDIX A: PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS**

### **1. DESCRIPTION OF PROPERTY**

The property subject to this lease is generally referred to as “the Leased Premises” or “the Property.” The Leased Premises subject to this lease is also known as Angoon Trading Company Inc. The Leased Premises are described as follows:

Alaska Tidelands Survey No. 1670, Tract A, according to the plat 2015-1 filed in the Juneau Recording District on January 9<sup>th</sup>, 2015 containing 1.46 acres, more or less.

The Leased Premises, depicted on Plat 2015-1 are subject to any legally enforceable encumbrances. A copy of Plat 2015-1 is attached as Exhibit A.

There is a 12’ x 9’ electrical easement in the northwest corner of the property also depicted on Plat 2015-1.

### **2. AUTHORITY**

This lease is entered into pursuant to the authority of CBJ Code Section 85.02.060(a)(5) and CBJ Chapter 53.20; and CBJ Ordinance No. 2016-\_\_\_\_, adopted by the City and Borough of Juneau Assembly on \_\_\_\_\_, 2016 and effective 30 days thereafter.

### **3. TERM**

The parties agree that it was their intent to enter into this lease arrangement for the 35 year period starting November 27, 2016. Accordingly, the parties agree and intend that this lease shall be interpreted as having the effective date be retroactive to November 27, 2016. The parties agree and consent to being bound by the terms of this agreement as if it had been entered into as of November 27, 2016.

The term of the lease is 35 years and shall remain in effect until November 27, 2051, unless sooner terminated.

### **4. LEASE PAYMENTS AND ADJUSTMENTS**

- a) The annual rent for each year for the first five years of the lease, November 27, 2016 – November 26, 2021, shall be **\$6,359.80**. Lessee has the option to pay the CBJ a monthly payment of five hundred and twenty-nine dollars and ninety-nine cents (\$529.99). Payments shall be made to City and Borough of Juneau, 155 S. Seward Street Juneau, AK 99801 and reference D&H Lease ATS 1670 Tract A.
- b) Lessee shall pay CBJ without demand, deduction or offset the monthly rental in advance or on the first (1<sup>st</sup>) day of each month during the Lease. Payments for any partial month at the beginning or end of the Lease term shall be prorated.

- c) CBJ's acceptance of less than the full amount of any payment due from Lessee shall not be deemed an accord and satisfaction or compromise of such payment unless CBJ specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which CBJ claims.
- d) Beginning with the first year after the initial five-year period of the term, November 27<sup>th</sup>, 2021, the Port Director will re-evaluate and adjust the annual lease payment for the Leased Premises for the next five-year period of this lease, and then every five years thereafter, pursuant to Appendix B, Section 3(b) of this lease, CBJ 53.20.190(2), CBJ 85.02.060(a)(5), and the Docks and Harbors lease administration regulations, 05 CBJAC Chapter 50. The new annual lease payment amount shall be paid retroactively to the beginning of that lease payment adjustment period. Lessee shall pay all appraisal costs associated with re-evaluating and making adjustments to the annual lease payment.

## **5. AUTHORIZED USE OF PREMISES**

Lessee is authorized to use the Leased Premises for a warehouse, product distribution facility, and barge\ vessel landing. Should Lessee wish to further develop the Leased Premises, Lessee shall be required to obtain approval of its development plans from the CBJ Docks and Harbors Board prior to any further development of the Leased Premises or improvements. Lessee shall be responsible for obtaining all necessary permits and approvals for Lessee's development of the Leased Premises.

## **6. TAXES**

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

## **7. UTILITIES AND SERVICES**

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

## **8. INSURANCE**

Lessee shall provide a certification of proper insurance coverage to the CBJ. Lessee has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined below. All insurance required under this contract shall name the CBJ as an additional insured, except with respect to Workers Compensation policies. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Lessee shall provide written notice to the CBJ's Risk Management. The Lessee's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is

provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by this contract.

**Commercial General Liability Insurance.** Lessee shall maintain in full force and effect, at its own expense, at all times during this lease, commercial general liability insurance in the amounts of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The insurance policy shall name CBJ as an “Additional Insured” and shall require that the insurance company give prior written notice consistent with the terms of the policy, to the CBJ’s Risk Management Officer prior to any cancellation, non-renewal, or reduction in the amount of coverage. If the Lessee maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Lessee.

**Comprehensive Automobile Liability Insurance.** The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage. **The CBJ shall be named as additional insured on this policy.**

**Workers Compensation Insurance.** As required by Alaska Statute (AS 23.30), the Lessee must maintain Workers Compensation Insurance to protect the Lessee from any claims or damages for any personal injury or death which may arise from services performed on the Leased Premises. This requirement applies to the Lessee’s firm, any subcontractors or assignees, and anyone directly or indirectly employed to perform work by the Lessee on the Leased Premises. The Lessee must notify the CBJ as well as the State Division of Workers Compensation immediately when changes in the Lessee’s business operation affect the Lessee’s insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer’s liability coverage of one hundred thousand dollars (\$100,000.00) per injury and illness, and five hundred thousand dollars (\$500,000.00) policy limits. Lessee also agrees to provide evidence of Longshore and Harbor Worker’s Insurance and Jones Act coverage if applicable to the Lessee’s use of the Leased Premises. **The policy shall be endorsed to waive subrogation rights against the CBJ.**

**Property Insurance.** Lessee acknowledges that CBJ carries no fire or other casualty insurance on the Lease Premises or improvements located thereon belonging to Lessee, and that it is the Lessee’s obligation to obtain adequate insurance for protection of Lessee’s buildings, fixtures, or other improvements, or personal property located on the Leased Premises, and adequate insurance to cover debris removal.

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

### **1. RESPONSIBILITY TO PROPERLY LOCATE ON LEASED PREMISES.**

As required by CBJ 53.20.160, it shall be the responsibility of Lessee to properly locate Lessee's improvements on the Lease Premises and failure to so locate shall render Lessee's liable as provided by law.

### **2. APPROVAL OF OTHER AUTHORITIES.**

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

### **3. TERMS AND CONDITIONS OF LEASES REQUIRED BY CBJ 53.20.190.**

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

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

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

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

(ii) **Adjustment Dispute Resolution.** Should the Lessee disagree with the lease rent adjustment proposed by the Port Director, the Lessee shall pay for an appraisal and have the appraisal undertaken in accordance with the requirements set out in 05 CBJAC 50.050.

In the event the Docks and Harbors Board disagrees with an appraisal, and the Board cannot reach an agreement with the lessee on the lease rent adjustment, the Board shall pay for an additional appraisal and have the appraisal undertaken in accordance with the requirements set out in 05 CBJAC 50.050. The Board shall establish the lease rent adjustment based on this additional appraisal. In the event the Lessee disagrees with the lease rent adjustment, the lessee may appeal to the Assembly. The decision of the Assembly shall be final.

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

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

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

(f) **Cancellation and Forfeiture.**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

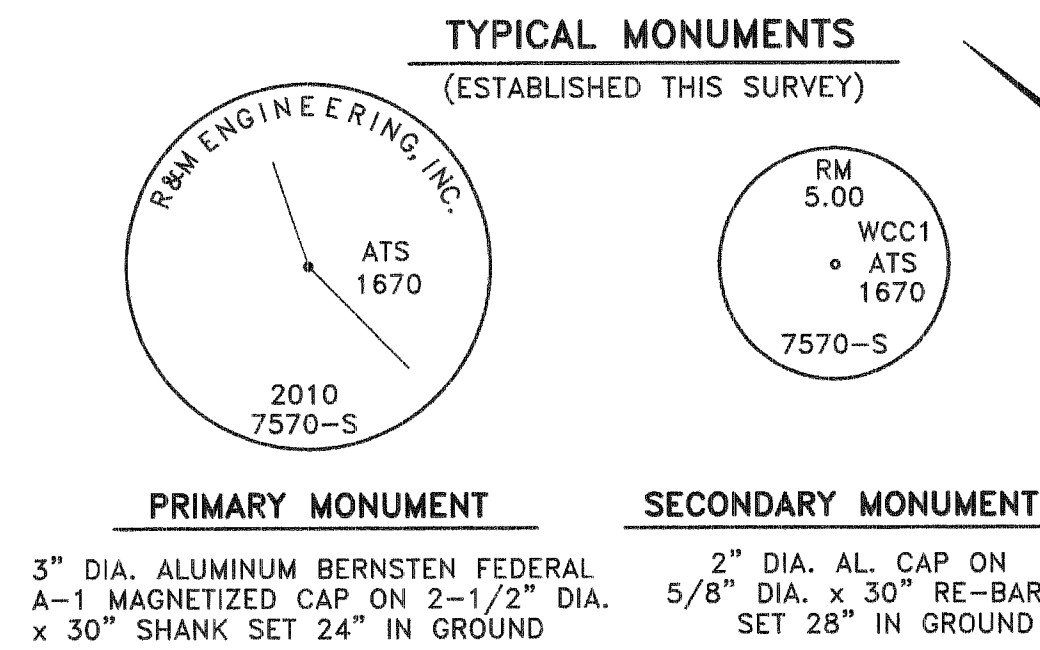
## APPENDIX C: STANDARD PROVISIONS

- (1) **Holding Over.** If Lessee holds over beyond the expiration of the term of this lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.
- (2) **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this lease not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 12 percent per annum, if no rate has been set by ordinance.
- (3) **Taxes, Assessments, and Liens.** During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Leased Premises or the improvements placed thereon.
- (4) **Easements.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.
- (5) **Encumbrance of Parcel.** Lessee shall not encumber or cloud CBJ's title to the Leased Premises or enter into any lease, easement, or other obligation of CBJ's title without the prior written consent of the CBJ; and any such act or omission, without the prior written consent of CBJ, shall be void against CBJ and may be considered a breach of this lease.
- (6) **Valid Existing Rights.** This lease is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this lease.
- (7) **State Discrimination Laws.** Lessee agrees, in using and operating the Leased Premises, to comply with applicable sections of Alaska law prohibiting discrimination, particularly Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited). In the event of Lessee's failure to comply any of the above non-discrimination covenants, CBJ shall have the right to terminate the lease.
- (8) **Unsafe Use.** Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which will unreasonably increase or tend to increase the risk of fire or cause a safety hazard to persons or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them or which violates or causes violation of any applicable health, fire, environmental or other regulation by any level of government.
- (9) **Hold Harmless.** Lessee agrees to defend, indemnify, and save CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the use and occupancy of the Leased Premises by Lessee. This agreement to defend,

indemnify, and hold harmless is without limitation as to the amount of fees, costs, expense, or damages resulting from settlement, judgment or verdict, and includes the award of any costs and attorneys fees even if in excess of Alaska Civil Rules 79 or 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this lease. The obligations of Lessee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Lessee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and may be waived where the Lessee has actual notice.

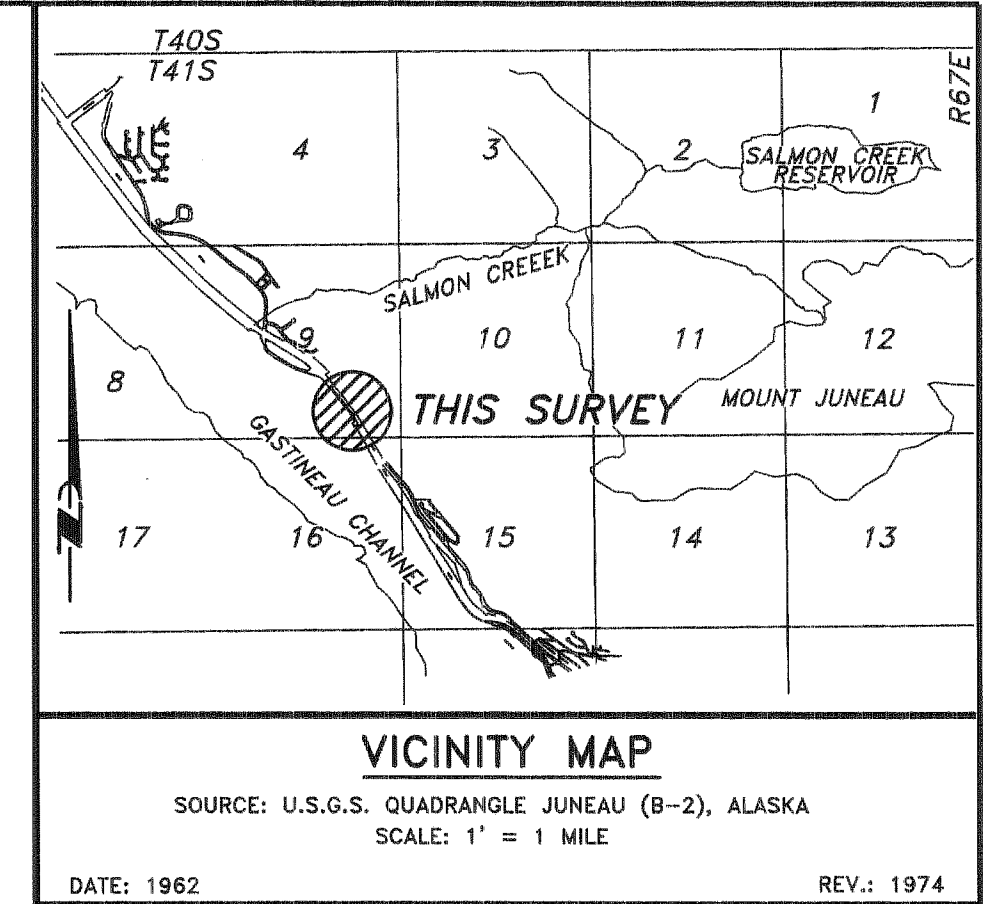
(10) **Successors.** This lease shall be binding on the successors, administrators, executors, heirs, and assigns of Lessee and CBJ.

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



**TAX CERTIFICATE**  
SEE ATTACHED

Exhibit A (1 of 2)  
CBJ Ordinance No. 2016-40

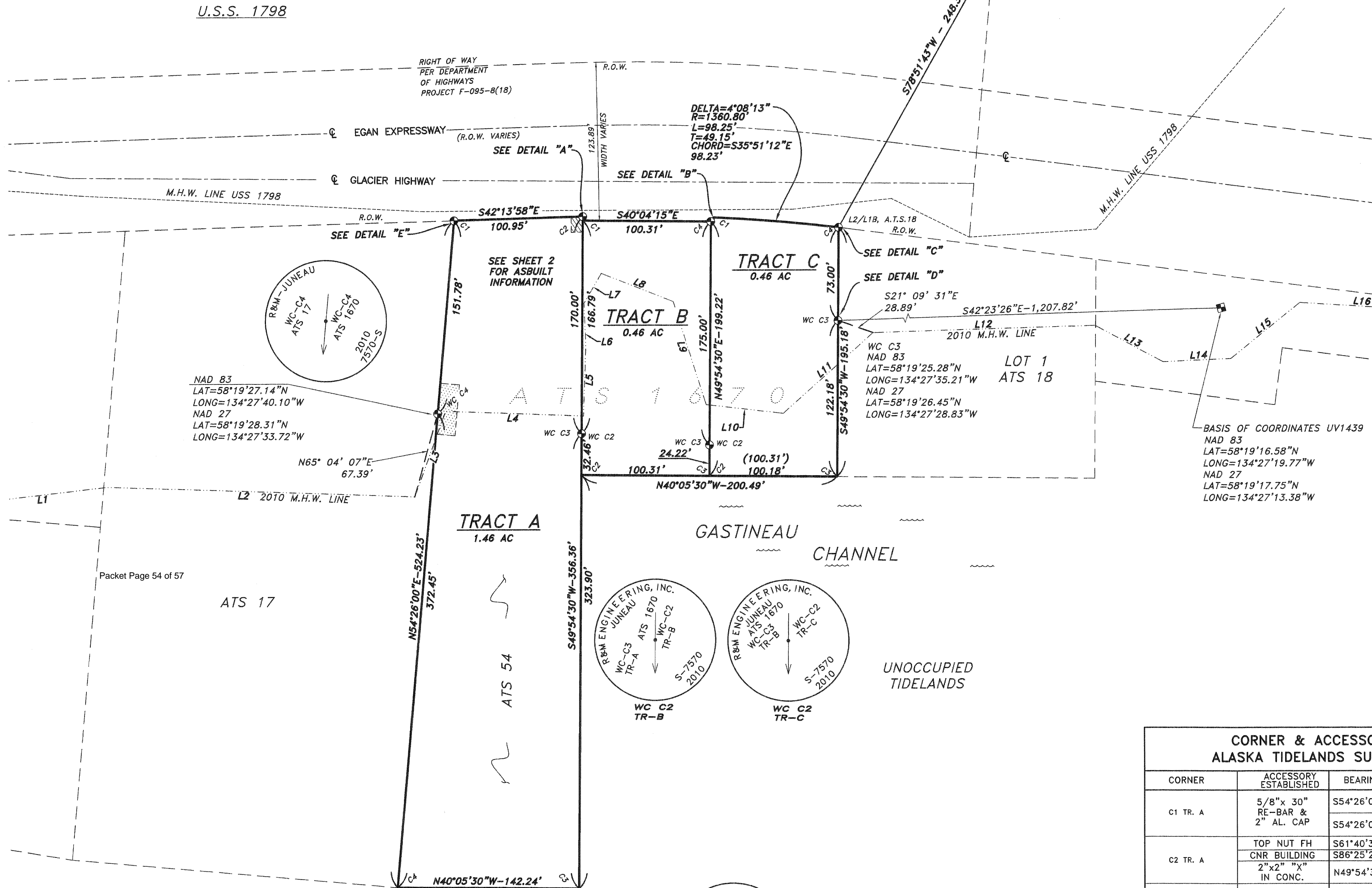


**LEGEND**

- GLO MONUMENT 3" BRASS CAP
- 7570-S PRIMARY MONUMENT ESTABLISHED  
3" DIA. ALUMINUM BERNSTEIN FEDERAL  
A-1 MAGNETIZED CAP ON 2-1/2" DIA.  
x 30" PIPE
- 7570-S SECONDARY MONUMENT  
ESTABLISHED 2" DIA. AL. CAP ON  
5/8" DIA. x 30" RE-BAR
- IRON PIPE BY OTHERS RECOVERED
- NGS MONUMENT OF RECORD
- TRACT BOUNDARY
- SURVEYED
- UNSURVEYED
- 2010 MEAN HIGH WATER (M.H.W.)
- USS 1798 MEAN HIGH WATER (M.H.W.)
- R.O.W.
- CENTERLINE GLACIER HIGHWAY
- TOE OF FILL
- TOP OF SLOPE
- FENCE
- FIRE HYDRANT
- TRANSFORMER
- PHONE PEDESTAL
- ELECTRIC PEDESTAL
- WATER VALVE
- STORM DRAIN PIPE
- SANITARY SEWER LINE
- MANHOLE (AS NOTED)
- UTILITY EASEMENT
- DRAINAGE EASEMENT

TIDAL DATUM	
GASTINEAU CHANNEL LAT.=58°17.9'N/LONG.=134°24.7'W	
M.H.H.W.	16.30'
M.H.W.	15.34'
M.S.L.	8.56'
M.L.W.	1.60'
M.L.L.W.	0.00'

LINE TABLE OF MEANDERS		
NUMBER	DIRECTION	DISTANCE
L1	N47°07'42"W	107.17'
L2	S38°39'21"E	241.27'
L3	N69°28'26"E	71.12'
L4	S38°24'54"E	108.14'
L5	N51°22'14"E	56.17'
L6	S47°04'21"W	32.11'
L7	N79°26'10"E	27.28'
L8	S19°02'19"E	60.48'
L9	S31°51'59"W	84.79'
L10	S33°56'54"E	60.88'
L11	S82°22'43"E	94.42'
L12	S42°20'15"E	174.32'
L13	S12°23'41"E	60.20'
L14	S43°26'44"E	53.06'
L15	S79°27'11"E	69.48'
L16	S37°00'24"E	120.38'





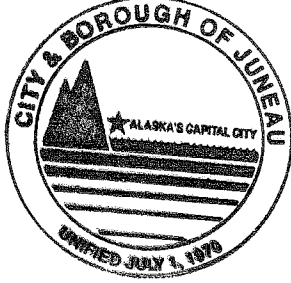
CBJ Ordinance No. 2016-40

SOURCE: NOAA  
JAN. 7, 2010  
DECLINATION  
21°15'E  
CHANGING BY  
0°19'W/YEAR

CERTIFICATE OF PLAT APPROVAL

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE TITLE 04 COMMUNITY DEVELOPMENT REGULATIONS AND TITLE 49 OF THE CODE OF THE CITY AND BOROUGH OF JUNEAU AND IS APPROVED BY THE CITY AND BOROUGH OF JUNEAU DEPARTMENT OF COMMUNITY DEVELOPMENT FOR RECORDING IN THE OFFICE OF THE JUNEAU RECORDING DISTRICT, JUNEAU, ALASKA.

DATED: October 30, 2014 Hal Hart  
HAL HART, DIRECTOR



CITY AND BOROUGH OF JUNEAU  
COMMUNITY DEVELOPMENT DEPARTMENT

ATTEST: Jamie J. Aia  
CLERK,  
CITY AND BOROUGH OF JUNEAU

LEGEND

- GLO MONUMENT 3" BRASS CAP
- 7570-S PRIMARY MONUMENT ESTABLISHED 3" DIA. ALUMINUM BERNSTEN FEDERAL A-1, MAGNETIZED CAP ON 2-1/2" DIA. x30" PIPE
- 7570-S SECONDARY MONUMENT ESTABLISHED 2" DIA. AL. CAP ON 5/8" DIA. x 30" RE-BAR
- IRON PIPE BY OTHERS RECOVERED
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- TOP OF SLOPE
- FENCE
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- TRANSFORMER
- PHONE PEDESTAL
- ELECTRIC PEDESTAL
- WATER VALVE
- STORM DRAIN PIPE
- SANITARY SEWER LINE
- MANHOLE (AS NOTED)
- UTILITY EASEMENT
- DRAINAGE EASEMENT

CERTIFICATE OF OWNERSHIP AND DEDICATION

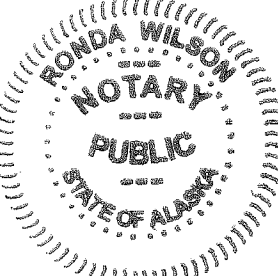
I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE DIRECTOR, DIVISION OF MINING, LAND AND WATER AND THAT THE STATE OF ALASKA IS THE OWNER OF A.T.S. NO. 1670, AS SHOWN HEREON. I HEREBY APPROVE THIS SURVEY AND PLAT FOR THE STATE OF ALASKA, AND DEDICATE FOR PUBLIC OR PRIVATE USE AS NOTED, ALL EASEMENTS, PUBLIC UTILITY AREAS, AND RIGHTS-OF-WAY AS SHOWN AND DESCRIBED HEREON.

DATED: Dec 23, 2014 Gerald Jennings  
DIRECTOR,  
DIVISION OF MINING, LAND & WATER

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 23rd DAY OF December, 2014

BY Gerald Jennings  
Bonda Wilson  
NOTARY PUBLIC FOR ALASKA  
MY COMMISSION EXPIRES: 1/14/16



APPLICANT CERTIFICATE

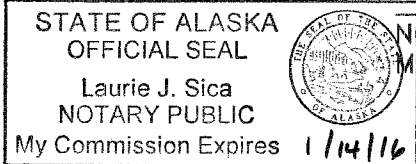
I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE APPLICANT AS SHOWN HEREON. I HEREBY APPROVE THIS SURVEY AND PLAT. A.D.L. NO. 106678, TRACTS A, B, AND C.

Carl Uchytel 30 OCTOBER 2014  
DATE  
CARL UCHYTEL, DIRECTOR  
DOCKS & HARBORS  
CITY AND BOROUGH OF JUNEAU

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 30th DAY OF OCTOBER, 2014

BY CARL UCHYTEL  
Jamie J. Aia  
NOTARY PUBLIC FOR ALASKA  
MY COMMISSION EXPIRES: 1/14/16



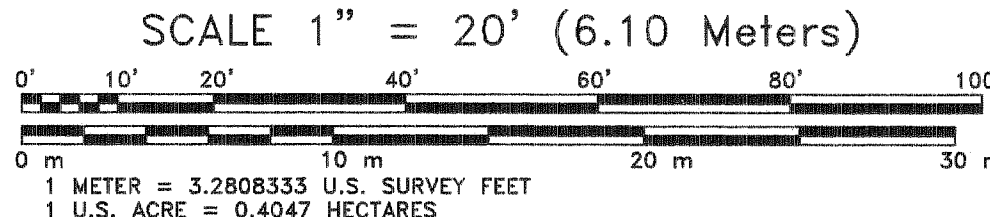
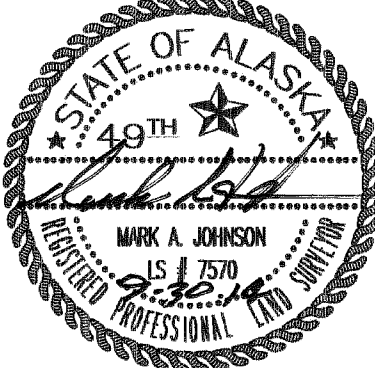
GENERAL NOTES

1. THE BASIS OF BEARING FOR THIS SURVEY WAS BETWEEN A RECOVERED IRON PIPE MONUMENT LOCATED AT CORNER C-2, OF DISTRICT Page 55 of 57 1798 AND A RECOVERED GLO BRASS CAP MONUMENT AT CORNER C-3, USS 1798, HAVING A RECORD BEARING OF N35°34'00"W.
2. WHERE RECORD SURVEY COURSES (BEARINGS AND/OR DISTANCES) DIFFER FROM THAT OF ACTUAL FIELD MEASURED AND/OR COMPUTED SURVEY COURSES, THE RECORD BEARING AND/OR DISTANCE IS SHOWN WITHIN PARENTHESIS WHILE THE ACTUAL MEASURED AND/OR COMPUTED SURVEY COURSE IS SHOWN WITHOUT PARENTHESIS.
3. THIS SURVEY IS BASED UPON THE FOLLOWING DOCUMENTS ON FILE IN THE JUNEAU RECORDERS OFFICE: A.T.S. NO. 18 (PLAT NO. 2001-7), A.T.S. 54 (PLAT NO. 2001-4)
4. THIS SURVEY WAS ACCOMPLISHED IN ACCORDANCE WITH A.S. 38.05.825 AND ALASKA TIDELANDS SURVEY SI NO. 1670.
5. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTED TO THE BASIS OF BEARINGS AND DISTANCES SHOWN ARE REDUCED TO HORIZONTAL FIELD DISTANCES.
6. THE ERROR OF CLOSURE FOR THIS SURVEY IS NOT GREATER THAN 1:5000.
7. MEAN HIGH TIDE WAS DETERMINED BY TIME COORDINATED TIDAL OBSERVATIONS ON FEB. 16, 2010 AS EXTRAPOLATED FROM THE NOAA PUBLICATION FOR THE PREDICTIONS OF HIGH AND LOW WATERS FOR 2007.
8. THE BASIS OF COORDINATES ON THIS PLAT WAS DETERMINED BY A HIGH PRECISION GPS SURVEY, USING TRIMBLE R8-2 RECEIVERS, DIFFERENTIALLY CORRECTED AND PROCESSED USING TRIMBLE BUSINESS CENTER, VERSION 2.4 SOFTWARE.
9. THE COORDINATES USED WERE CONSTRAINED TO THE NATIONAL SPATIAL REFERENCE SYSTEM (NSRS) USING CORS STATIONS JNU-1, GUSS AND GUS6.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

DATE 9-30-14 REGISTRATION NO. LS 7670  
Mark A. Johnson  
REGISTERED LAND SURVEYOR



DATE OF SURVEY Beginning JAN. 25, 2010 Ending MAY 3, 2010	NAME OF SURVEYOR R&M ENGINEERING, INC. 6205 GLACIER HIGHWAY JUNEAU, ALASKA 99801 R&M PROJ. No. 091811
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STATE OF ALASKA  
DIVISION OF MINING, LAND AND WATER  
ANCHORAGE, ALASKA  
ALASKA TIDELAND SURVEY NO. 1670

A REPLAT OF LOTS 2 AND 3, ATS 18 AND REPLAT OF ATS 54  
LOCATED WITHIN  
PROTRACTED SECTION 9  
TOWNSHIP 41 SOUTH, RANGE 67 EAST,  
COPPER RIVER MERIDIAN, ALASKA  
CONTAINING 2.38 ACRES  
JUNEAU RECORDING DISTRICT

DRAWN BY: GDM DATE: 9-18-14	APPROVAL RECOMMENDED <u>Jamie J. Aia</u> Statewide Platting Supervisor Date <u>12/15/2014</u>
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CHECKED M.A.J.	FILE NO. ATS 1670
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2015-1  
Plat #  
Juneau  
Rec Dist  
May 9th  
Date  
Time 11:07 A.M.

SHEET 2 OF 2

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

**ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**

**Serial No. 2016-42**

**An Ordinance Amending Non-code Ordinance 2016-34, Authorizing the Port Director to Lease Alaska Tidelands Survey 33 to Andrew's Marina, Inc., to Correct the Initial Annual Rent Amount.**

WHEREAS, On September 26, 2016, the Assembly adopted Ordinance 2016-34, which authorized the Port Director to lease CBJ tideland ATS 33, to Andrew's Marina, Inc.; and

WHEREAS, the annual rent in Ordinance 2016-34 was based on an appraisal; and

WHEREAS, the original appraisal described the leased area as 1.274 acres, which had a fair market value of \$5,549.50 (\$0.10/square foot) for the first year; and

WHEREAS, Docks & Harbor staff discovered a transcription error of the leased area in the original appraisal and received a corrected appraisal on October 26, 2016; and

WHEREAS, the correct leased area is 1.247 acres, which has a fair market value of \$5,432.00 (\$0.10/square foot) for the first year; and

WHEREAS, Ordinance 2016-34 correctly identified the leased area as 1.247 acres but incorrectly identified the fair market value as \$5,549.50 for the first year; and

WHEREAS, this ordinance amends Ordinance 2016-34 by reducing the annual rent by \$117.50 to \$5,432.00 for the first year.

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. Amendment to the Minimum Essential Terms and Conditions.** The minimum essential terms and conditions in Ordinance 2016-34 remain in effect except Section 3(C)(1) shall read as follows: the annual rent for the first year of the lease shall be \$5,432.00, payable in advance in monthly installments.



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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Attest: \_\_\_\_\_  
Kendell D. Koelsch, Mayor

\_\_\_\_\_  
Laurie J. Sica, Municipal Clerk