

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

March 26, 2020 6:00 PM

Assembly Chambers - Municipal Building  
Meeting No. 2020-12

**I. CALL TO ORDER / ROLL CALL**

**II. APPROVAL OF AGENDA**

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

**IV. AGENDA TOPICS**

**A. Telephonic Public Participation**

See attached for instructions on how to call in to testify.

**B. Resolution 2887 A Resolution Repealing Resolution 2883(am) and Temporarily Amending Resolution 2862 Related to the Assembly Rules of Procedure and COVID-19.**

State of Alaska Health Mandate 9, issued on March 23, prohibits gathering of ten or more people. This resolution amends the Assembly Rules of Procedure to comply with Mandate 9. Members of the public are encouraged to provide comments in writing and follow any meeting remotely.

**The City Manager recommends the Assembly adopt this resolution.**

**C. Emergency Ordinance 2020-17 An Emergency Ordinance Authorizing the Manager to Execute a Campground Lease Agreement with AJT Mining Properties, Inc.**

The CBJ has been planning to relocate the Thane Campground to a better location. However, COVID-19 pandemic has created an emergency for the campground now. People experiencing homelessness need another option other than the emergency shelter. This ordinance would authorize the Manager to sign a lease with an indemnification clause, so people experiencing homelessness can camp closer to services instead of staying at the emergency shelter. CBJ Charter 9.13 prohibits the CBJ from executing contracts with an indemnification clause unless the Assembly authorizes it by ordinance.

The emergency ordinance is justified because the CBJ anticipates it will need immediate access to a campground location near downtown to minimize spread of COVID-19 in the emergency shelters. CBJ Charter 5.4 authorizes the Assembly to adopt an emergency ordinance at the meeting in which it is presented if at least six Assemblymember vote in favor.

An emergency ordinance can only last 180 days. Because the lease contemplated for this campground could be in effect for longer than 180 days, a companion regular ordinance will be presented within 180 days.

**The City Manager recommends the Assembly adopt this ordinance.**

**D. COVID-19 Update and Actions**

EOC Update

Economic Assistance Options

**E. Ordinance 2020-15: An Ordinance Amending the Continuity of Government Code to Improve City and Borough of Juneau Procedures for Emergencies.**

A continuity of government code was created in 1962 during the height of the Cuban Missile Crisis when communities were concerned about physical attacks. While the underlying concepts in the continuity of government code remain relevant today—like designation of successors for certain municipal officers—some code provisions are outdated. This ordinance would modernize the continuity of government code to provide the current form of City & Borough of Juneau government better code authority to deal with emergencies other than physical attacks.

This ordinance was heard at the March 13, 2020, Assembly Human Resources Committee and referred to this meeting for further review.

**The City Manager recommends the Assembly set this ordinance for introduction at the next regular or special Assembly meeting.**

**F. Ordinance 2020-16: An Ordinance Amending the Civil Defense Code to Improve City and Borough of Juneau Procedures for Emergencies.**

Chapter 03.25 was originally created in 1967. This ordinance would amend Chapter 03.25, the Civil Defense Organization chapter to be consistent with current emergency management practices.

This ordinance was heard at the March 13, 2020 Assembly Human Resources Committee and referred to this meeting for further review.

**The City Manager recommends the Assembly set this ordinance for introduction at the next regular or special Assembly meeting.**

**V. 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)

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

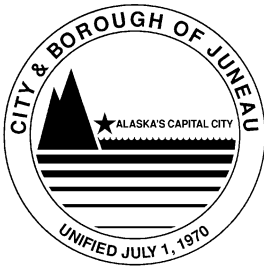
Telephonic Public Participation

**MANAGER'S REPORT:**

See attached for instructions on how to call in to testify.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
📎 Clerk's Instruction Memo	3/23/2020	Cover Memo



OFFICE OF THE MUNICIPAL CLERK/  
ELECTION OFFICIAL

Packet Page 4 of 44

155 S. Seward St., Room 202  
Phone: (907)586-0203 Fax: (907)586-4552  
email: [Beth.McEwen@juneau.org](mailto:Beth.McEwen@juneau.org)

**Date:** March 23, 2020  
**To:** Mayor and Assemblymembers  
**From:** Beth McEwen, Municipal Clerk  
**Subject:** Instructions for Public testimony during Assembly meetings re: COVID-19

CBJ has contracted with the State of Alaska Legislative Information Offices to provide telephonic participation services during the Special Assembly meeting. Public members wishing to just listen are encouraged to watch livestreams if possible, as phone lines are limited to those wishing to provide public testimony. The Assembly will be broadcasting the meetings via Facebook Live [www.facebook.com/cbjuneau](http://www.facebook.com/cbjuneau) and over the KTOO radio 104.3 station.

***Members of the public wishing to call in to testify can dial 907-463-5043 up to 15-minutes prior the beginning of the meeting.***

- Callers will hear a message stating they have reached the Alaska Legislative Teleconference System and to stay on the line until they can be assisted by an operator.
- Operators will ask the caller to identify their Name and the meeting they are calling for. ***The caller should provide their name and state that they are calling in for the CBJ Assembly meeting.***
- Public lines will be muted by default but will be unmuted by CBJ staff when it is that individual's turn to testify.
- ***The Mayor will determine the amount of time allotted to each person based on the number of people calling to testify.*** The Mayor will ask the caller to identify their name and the agenda topic for which they are providing testimony.
- The caller will then be asked to stay on the phone after their testimony to answer any questions from the Assembly.
- Once they have finished providing testimony, callers will be disconnected from the call and encouraged to watch the Facebook Live feed or KTOO radio broadcast so the phone lines can be opened for others who may wish to testify.

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

Resolution 2887 A Resolution Repealing Resolution 2883(am) and Temporarily Amending Resolution 2862  
Related to the Assembly Rules of Procedure and COVID-19.

**MANAGER'S REPORT:**

State of Alaska Health Mandate 9, issued on March 23, prohibits gathering of ten or more people. This resolution amends the Assembly Rules of Procedure to comply with Mandate 9. Members of the public are encouraged to provide comments in writing and follow any meeting remotely.

**RECOMMENDATION:**

**The City Manager recommends the Assembly adopt this resolution.**

**ATTACHMENTS:**

Description		Upload Date	Type
☐	Res 2887	3/25/2020	Resolution
☐	Res 2883	3/24/2020	Resolution
☐	State Mandate 9 FAQ	3/25/2020	Miscellaneous

Presented by: The Manager  
Presented: 3/26/2020  
Drafted by: R. Palmer III

## RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2887

### **A Resolution Repealing Resolution 2883(am) and Temporarily Amending Resolution 2862 Related to the Assembly Rules of Procedure and COVID-19.**

WHEREAS, COVID-19 or coronavirus is a contagious virus that has actively spread across the world, including in Alaska; and

WHEREAS, Alaska Health Mandate 9 (Issued March 23, 2020) prohibits gatherings of more than ten people and requires people to stay six feet apart; and

WHEREAS, the boards, commissions, and committees of the City and Borough of Juneau normally host multiple public meetings a week; and

WHEREAS, consistent with Resolution 2686 Rule 9, the Assembly Rules of Procedure govern the Assembly's advisory boards, commissions, and committees; and

WHEREAS, upon balancing the health risks of COVID-19 and transparent government principles, the Assembly finds it necessary to temporarily change how City and Borough of Juneau public meetings are conducted; and

WHEREAS, public comment opportunities still exist at public meetings, and members of the public are encouraged to submit comments in writing, like by emailing [BoroughAssembly@juneau.org](mailto:BoroughAssembly@juneau.org) or by filling out the online Assembly Contact Form, <https://beta.juneau.org/assembly/assembly-contact-form>; and

WHEREAS, Resolution 2862 Rule 16.N defines telephone or telephonic as "any system of synchronous two-way voice communication," which could include traditional telephones and internet-based internet audio or video applications.

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

**Section 1. Repeal of Resolution 2883(am).** Resolution 2883(am) is repealed.

**Section 2. Telephonic Participation.** Rule 16(A-C) of Resolution 2862 is amended as follows:

- A. ~~Up to nine members~~ ~~A member~~ may participate via telephone in an Assembly meeting, or an Assembly Committee meeting, ~~if the member declares that circumstances prevent physical attendance at the meeting.~~ If the Mayor chooses to participate via telephone, the Deputy Mayor shall preside.
- B. ~~Reserved. No more than the first three members to contact the Clerk regarding telephonic participation in a particular meeting may participate via telephone at any one meeting.~~
- C. ~~Reserved. The member shall notify the Clerk and the presiding officer, if reasonably practicable, at least four hours in advance of a meeting which the member proposes to attend by telephone and shall provide the physical address of the location, the telephone number, and any available facsimile, email, or other document transmission service.~~

**Section 3. COVID-19 Public Meeting Prevention and Mitigation.** Resolution 2862 is amended by adding a new Rule 18 as follows:

**Rule 18. COVID-19 Public Meeting Prevention and Mitigation.**

- A. **Public seating area.** Consistent with Alaska Health Mandate 9 (Issued March 23, 2020) no more than 10 people are allowed in the meeting area. Critical staff should participate remotely if possible. Members of the public are also encouraged to participate remotely and submit comments in writing.
- B. **Alternative public broadcasting.** This provision applies to public meetings of the City and Borough of Juneau Assembly and its committees, boards, and commissions. In addition to regular Assembly meeting broadcasts, meetings with substantial public interest should be live broadcast in a manner that is reasonably calculated to provide meaningful public observance of the public meeting. The chair of a committee, board, or commission has discretion, unless overruled by majority vote, if and how a meeting should be broadcast. Broadcast can include but is not limited to video conferencing, conference call, listen only conference call, and radio broadcasting.
- C. **Essential agenda items only.** The committees, boards, and commissions of the City and Borough of Juneau shall only hold meetings for essential agenda items. Non-essential agenda items must be delayed. Essential items can include time sensitive permit decisions, legislation, appropriation matters, continuity of operation matters, and public health matters. The chair of a committee, board, or commission has discretion to determine if a potential agenda item is essential or non-essential. An agenda with an item the chair proposes to be non-essential shall be publicly posted a reasonable time prior to the meeting. A majority of the members of the body may call the proposed non-essential item for consideration

at the meeting within 24 hours of agenda posting. Non-essential public meetings must be canceled. Public meetings with essential items in which public comment is required should allow for public comment by telephone. Meeting agendas should be evaluated one month at a time. The Manager shall prioritize the use of room space and availability of technology to allow prioritized scheduling for the Boards and Commissions.

**Section 4. Sunset Provision.** This resolution shall automatically expire and no longer have effect after November 24, 2020.

**Section 5. Effective Date.** This resolution shall be effective immediately after its adoption

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2020.

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Beth A. Weldon, Mayor

Attest:

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Elizabeth J. McEwen, Municipal Clerk



Presented by: HRC  
Presented: 3/16/2020  
Drafted by: R. Palmer III

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

**Serial No. 2883(am)**

**A Resolution Temporarily Amending Resolution 2862 Related to the Assembly Rules of Procedure and COVID-19.**

WHEREAS, COVID-19 or coronavirus is a contagious virus that is actively spreading across the world, including in the United States; and

WHEREAS, public health officials describe that COVID-19 is most severe in people older than 65 and people with underlying health conditions like heart disease, lung disease, and diabetes; and

WHEREAS, public health officials currently recommend social distancing measures that minimize large group meetings and that encourage people to stay six feet apart; and

WHEREAS, the boards, commissions, and committees of the City and Borough of Juneau host multiple public meetings a week; and

WHEREAS, consistent with Resolution 2686 Rule 9, the Assembly Rules of Procedure govern the Assembly's advisory boards, commissions, and committees; and

WHEREAS, upon balancing the health risks of COVID-19 and transparent government principles, the Assembly finds it necessary to temporarily change how City and Borough of Juneau public meetings are conducted; and

WHEREAS, public comment opportunities still exist at public meetings, and members of the public are encouraged to submit comments in writing, like by emailing [BoroughAssembly@juneau.org](mailto:BoroughAssembly@juneau.org) or by filling out the online Assembly Contact Form, <https://beta.juneau.org/assembly/assembly-contact-form>; and

WHEREAS, Resolution 2862 Rule 16.N defines telephone or telephonic as "any system of synchronous two-way voice communication," which could include traditional telephones and internet-based internet audio or video applications.

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

**Section 1. Telephonic Participation.** Rule 16(A-B) of Resolution 2862 is amended as follows:

A. A member may participate via telephone in an Assembly meeting, or an Assembly Committee meeting. If the Mayor chooses to participate via telephone, the Deputy Mayor shall preside.

B. No more than the first five members to contact the Clerk regarding telephonic participation in a particular meeting may participate via telephone at any one meeting.

**Section 2. COVID-19 Public Meeting Prevention and Mitigation.** Resolution 2862 is amended by adding a new Rule as follows:

**Rule 18. COVID-19 Public Meeting Prevention and Mitigation.**

- A. **Public seating area.** Overflow rooms should be made available with live audio or video of the meeting. To the extent reasonable, overflow seats for members of the public should be three to six feet apart in the regular meeting area and in any overflow rooms.
- B. **Member seating area.** If multiple members attend telephonically, members are free to sit in a vacant seat to provide the maximum spacing between members.
- C. **Alternative public broadcasting.** This provision only applies to public meetings of the City and Borough of Juneau Assembly and its committees, boards, and commissions. In addition to regular Assembly meetings broadcasts, meetings with substantial public interest should be live broadcast in a manner that is reasonably calculated to provide meaningful public observance of the public meeting. The chair of a committee, board, or commission has discretion, unless overruled by majority vote, if and how a meeting should be broadcast.
- D. **Essential agenda items only.** The committees, boards, and commissions of the City and Borough of Juneau shall only hold meetings for essential agenda items. Non-essential agenda items must be delayed. Essential items can include time sensitive permit decisions, legislation, appropriation matters, continuity of operation matters, and public health matters. The chair of a committee, board, or commission has discretion to determine if a potential agenda item is essential or nonessential. An agenda with an item the chair proposes to be non-essential shall be publicly posted a reasonable time prior to the meeting. A majority of the members of the body may call the proposed non-essential item for consideration at the meeting within 24 hours of agenda posting. Non-essential public meetings must be canceled. Public meetings with essential items in which public comment

is required should allow for public comment by telephone. Meeting agendas should be evaluated one month at a time.

**Section 3. Sunset Provision.** This resolution shall automatically expire and no longer have effect after November 24, 2020.

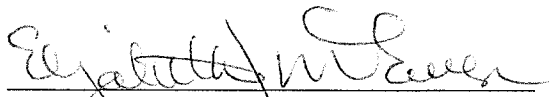
**Section 4. Effective Date.** This resolution shall be effective immediately after its adoption.

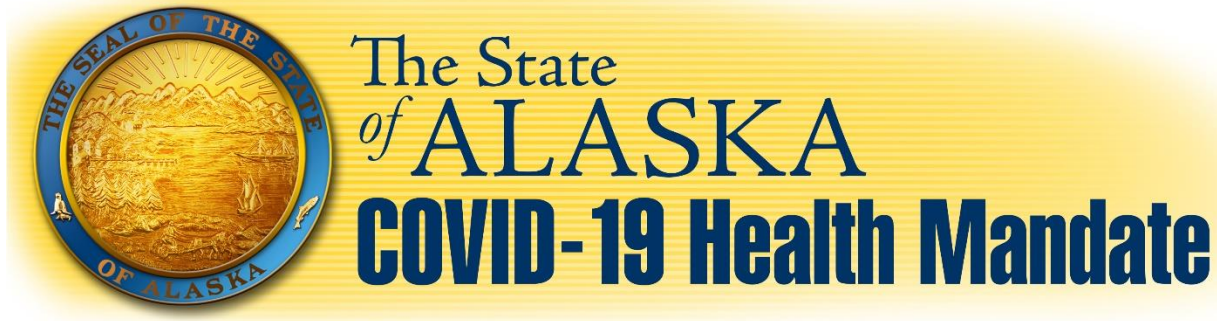
Adopted this 16<sup>th</sup> day of March, 2020.



Beth A. Weldon, Mayor

Attest:

  
Elizabeth J. McEwen, Municipal Clerk



## **Frequently Asked Questions about the COVID-19 Health Mandates**

### **Health Mandate 009: Personal Care Services & Gatherings Statewide**

Issued March 23. Goes into effect at 5 p.m. March 24, 2020.

See full text at <https://content.govdelivery.com/accounts/AKDHSS/bulletins/282d194>

#### ***Why issue this mandate?***

COVID-19 infections are continuing to spread across the country and Alaska. In an effort to slow the spread of the virus and prevent our health care system from being overwhelmed, Alaska is taking steps now. The purpose of this mandate is to limit all close contacts (people outside of a family unit) to be farther than six feet from each other to prevent the spread of the virus that causes COVID-19.

#### ***How long does this mandate last?***

This order shall take effect March 24, 2020 at 5 p.m. and remain in full force and effect until the Governor of Alaska rescinds or modifies the order.

#### ***What happens if someone doesn't do what this mandate says?***

Businesses violating the order will be subject to civil penalties. Violations may be reported to [investigations@alaska.gov](mailto:investigations@alaska.gov).

#### ***What does this mandate say?***

This mandate says that all businesses, congregations or gatherings within the state of Alaska, where individuals are within six feet of one another, must stop all operations as of 5 p.m. March 24. This does not apply to critical infrastructure industries as outlined in [Attachment A – Alaska Critical Workforce Infrastructure](#).

***How many people can gather in a group under this mandate?***

No gatherings of more than 10 people may take place. If a gathering of less than 10 people does take place, people must be six feet apart from each other. This is in **any setting** outside of an emergency or diagnostic health care setting within a health care facility.

***If my business isn't involved in personal care, can I adjust my workplace configuration and schedule to allow for social distancing of six feet or more?***

Yes. The goal is to reduce physical touch or proximity within six feet unless in an emergency or diagnostic setting within a health care facility. It is especially important to reserve personal protective equipment for use by primary care providers. If your business or operation can strategically plan to follow social distancing guidelines and precautionary cleaning measures, then you can continue to operate.

***What specific businesses are included in this mandate?***

All personal care occupations that require service delivery within six feet of the client, including but not limited to:

- Hair salons
- Day spas and esthetics locations
- Nail salons
- Barber shops
- Tattoo shops
- Body piercing locations
- Massage therapy locations
- Tanning facilities
- Rolwing, reiki, acupuncture, acupressure, and similar services
- Tanning facilities

***Can these services be delivered at home?***

No. The prohibitions in this mandate apply to services that may be delivered in the customer's home or in the home of the licensee.

***Does this mandate prohibit in-person treatment by licensed health care providers—such as chiropractic, physical therapy, naturopathy or prescribed massage therapy?***

Yes. As outlined in [Mandate 5.1](#), all elective, routine, non-urgent or non-emergent in-person health care and personal services are prohibited. The goal is to reduce physical touch or proximity within six feet unless in an emergency or diagnostic setting within a health care facility. It is especially important to reserve personal protective equipment for use by primary care providers. Providers are encouraged to deliver telehealth services as appropriate.

***Can other retail facilities remain open?***

Retail stores can operate if people are six feet apart.

***Does this include health care facilities?***

No. This mandate does not include urgent and emergent health care needs. However, health care facilities must do risk assessment screening prior to entering the facility. See [Attachment A: Alaska Critical Workforce Infrastructure](#) for the definition of health care operations. “Health Care Operations” includes hospitals, clinics, dental emergency services, pharmacies, other health care facilities, home health care services providers, mental health providers, companies and institutions involved in the research and development, manufacture, distribution, warehousing, and supplying of pharmaceuticals, biotechnology therapies, consumer health products, medical devices, diagnostics, equipment, services, or any related and/or ancillary health care services. “Healthcare Operations” also includes veterinary care and health care services provided to animals. “Healthcare Operations” does not include fitness and exercise gyms and similar facilities.

***What other businesses can remain open?***

[See Attachment A – Alaska Critical Workforce Infrastructure](#)

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

Emergency Ordinance 2020-17 An Emergency Ordinance Authorizing the Manager to Execute a  
Campground Lease Agreement with AJT Mining Properties, Inc.

**MANAGER'S REPORT:**

The CBJ has been planning to relocate the Thane Campground to a better location. However, COVID-19 pandemic has created an emergency for the campground now. People experiencing homelessness need another option other than the emergency shelter. This ordinance would authorize the Manager to sign a lease with an indemnification clause, so people experiencing homelessness can camp closer to services instead of staying at the emergency shelter. CBJ Charter 9.13 prohibits the CBJ from executing contracts with an indemnification clause unless the Assembly authorizes it by ordinance.

The emergency ordinance is justified because the CBJ anticipates it will need immediate access to a campground location near downtown to minimize spread of COVID-19 in the emergency shelters. CBJ Charter 5.4 authorizes the Assembly to adopt an emergency ordinance at the meeting in which it is presented if at least six Assemblymember vote in favor.

An emergency ordinance can only last 180 days. Because the lease contemplated for this campground could be in effect for longer than 180 days, a companion regular ordinance will be presented within 180 days.

**RECOMMENDATION:**

**The City Manager recommends the Assembly adopt this ordinance.**

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
☐ Emergency Ordinance 2020-17	3/25/2020	Ordinance
☐ Exh. A - EO 2020-17	3/25/2020	Exhibit
☐ Exh. B - EO 2020-17	3/25/2020	Exhibit

Presented by: The Manager  
Introduced: 03/26/2020  
Drafted by: R. Palmer III

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

### Emergency Ordinance Serial No. 2020-17

#### **An Emergency Ordinance Authorizing the Manager to Execute a Campground Lease Agreement with AJT Mining Properties, Inc.**

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death and is caused by the SARS-Cov-2 virus (“virus”), a new strain of the coronavirus that has not been previously identified in humans and is easily transmittable person to person; and

WHEREAS, on March 11, 2020, the World Health Organization (“WHO”) declared the virus a pandemic; and

WHEREAS, on March 11, 2020, the State of Alaska declared a public health emergency in response to the anticipated outbreak of the virus in Alaska; and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a national emergency in response to the virus pandemic; and

WHEREAS, on March 16, 2020, the Assembly declared a local emergency in response to COVID-19; and

WHEREAS, on March 22, 2020, the City and Borough of Juneau (“CBJ”) received its first positive case of COVID-19; and

WHEREAS, on March 23, 2020, the Assembly passed Resolution 2885(b)(am), mandating people in the CBJ to hunker down to help slow the spread of COVID-19; and

WHEREAS, the CBJ has leased real property from AJT Mining Properties, Inc. (“AJT”) for over 20 years for use as a campground for those in need of living accommodations during the temperate summer months, most commonly known as the Thane Campground; and

WHEREAS, the CBJ is currently in negotiations with AJT to relocate the campground; and

WHEREAS, the new location, provided for in Exhibit B, is slightly closer to downtown and provides better access to users, allows for vehicle access, and is more open, providing safer access to Juneau Police Department officers, park staff, and emergency responders; and

WHEREAS, AJT has offered to continue leasing its property to the CBJ for a nominal value of \$1.00 during the term of the lease; and



WHEREAS, given the contemplated use of the premises, AJT requires the CBJ to indemnify it against any action, claim, or lawsuit arising out of the CBJ's use and occupancy of AJT's property; and

WHEREAS, this indemnity provision has been in place since the CBJ originally leased AJT's property at the Thane Campground and reads as follows:

Lessee agrees to defend, indemnify, and save Lessor, its employees and insurers, with respect to any action, claim, or lawsuit arising out of 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, and without limitation as to any damages resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice to the Lessor of any action, claim, or lawsuit. Lessor agrees to provide Lessee written notice of any action, claim or lawsuit in a timely manner. This agreement applies and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against Lessor.

WHEREAS, pursuant to CBJ Charter 9.13(a) and its prohibition against payment being made or an obligation being incurred without an appropriation, the CBJ is generally prohibited from agreeing to indemnify; and

WHEREAS, CBJ Charter 9.13(c) carves out an exception to that general prohibition:

Notwithstanding Section 9.13(a) of this Charter, the assembly by ordinance may require payment of funds from appropriations of a later fiscal year or of more than one year for any contract, lease or note or bond obligation, or federal or state grant, or any other federal or state program that the municipality may not otherwise participate in.

WHEREAS, CBJ Charter 5.4(a) provides the Assembly may adopt emergency ordinances to meet a public emergency; and

WHEREAS, as the result of the COVID-19 pandemic, the CBJ needs immediate possession of the new campground premises to prepare as a potential living location for unsheltered individuals; and

WHEREAS, having the campground available for unsheltered individuals will assist with the public health emergency by providing an area for social distancing that is still easily accessible to health and safety personnel; and

WHEREAS, the campground is in addition to other facilities made available for unsheltered individuals, such as the Juneau Arts and Culture Center ("JACC"); and

WHEREAS, use of the premises is currently only contemplated for the summer of 2020, and any extension that includes the indemnity provision will require further Assembly action.

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

**Section 1. Classification.** This is an emergency non-code ordinance premised on the emergency declared under Resolution 2884.

**Section 2. Authority to Lease.** Pursuant to CBJ Charter 9.13(c), the Manager is authorized to temporarily execute the lease agreement provided for in Exhibit A and agree, on behalf of the CBJ, to indemnify AJT Mining Properties, Inc. to the extent required by law.

**Section 3. Effective Date.** This emergency ordinance shall be effective upon adoption and shall remain in effect until Tuesday, September 22, 2020, a date not exceeding 180 days from the date of adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Beth A. Weldon, Mayor

Attest:

\_\_\_\_\_  
Elizabeth J. McEwen, Municipal Clerk

**CAMPGROUND LEASE AGREEMENT  
AJT MINING PROPERTIES, INC. / CITY AND BOROUGH OF JUNEAU**

THIS LEASE is by and between AJT Mining Properties, Inc., an Alaska corporation, whose address is 5601 Tongard Court, Juneau, AK 99801 ("Lessor,") and the City and Borough of Juneau, Alaska an Alaska municipal corporation, 155 S. Seward St., Juneau, AK 99801 ("Lessee.")

**1. AUTHORITY.** This lease is entered into by the City and Borough of Juneau manager pursuant to the authority of the City and Borough of Juneau Code, Chapter 53.04.010 "Leases."

**2. LEASED PREMISES.** The Leased Premises is a portion of tax parcels numbered 1C1001070102 and 3M0000CTU010 encompassing an area approximately one-half acre in size shown on Attachment A, which is incorporated by this reference.

**3. TERM.** The term of this lease shall be one (1) year, beginning April 1, 2020, and ending on March 31, 2021.

a. In the event that Lessee holds over and remains in possession of the Leased Premises after the expiration date of this agreement without written renewal thereof, a month to month tenancy shall be created until the lease is terminated upon one month's written notice by either party or under the terms provided under Section 6(f). During any period of holding over, all terms and conditions of this lease agreement, and any amendments, will apply.

**4. RENT.** The rent shall be one dollar and other valuable consideration for the entire term of this lease, receipt of which is acknowledged upon the execution of this document.

**5. USE OF PREMISES.** The Leased Premises shall be used by Lessee for the establishment of a campground for the public; no other use is allowed without prior written consent of Lessor. The purpose of the campground is to provide campsites with proper facilities to the public for seasonal housing during the temperate months of the year. The purpose is not to provide a recreational opportunity to the public, but to serve an observed need for living accommodation. It is hoped that this will reduce or eliminate the undesirable effects caused by people camping on unimproved public and private property, both in the general area of the campground as well as elsewhere in the city and borough. The undesirable effects include a lack of sanitary facilities for human wastes, garbage and trash. In addition to the unsanitary conditions, such practices attract bears and other wildlife and are unpermitted by the private property owners. Lessee's failure to operate or to provide for the operation of a campground during the summer months shall be considered a material breach of this agreement.

The parties envision that the Leased Premises will be improved to provide 17-20 tent platforms, a covered area for picnic tables, lockable storage lockers, a portable sanitary unit, potable water tanks, a firepit, a sign at the entrance of the road, and path around the locked gate. Site preparation may include clearing of trees and removal of stumps to open views to the tent platform sites for safety of users and staff.

**6. SPECIAL CONDITIONS.** The following conditions apply to this lease:

a. Campground Improvements. Lessee shall improve the Leased Premises to provide a portable sanitary unit, a firepit, and secure food storage to users of the campground. Lessee shall also provide firewood to be used in the firepit in a sufficient quantity to prevent users from cutting firewood from the Leased Premises and surrounding area. Lessee may make other improvements at its own expense to the site to accomplish the approved use, including, but not limited to, grading, construction of a road, parking, common facilities and campsites.

b. Electrical facilities located on Leased Premises.

i. Located on the Leased Premises are certain improvements used in the transmission of electrical power such as towers and aerial power lines and cables ("electrical facilities.") These electrical facilities are owned and operated by Alaska Electric Light & Power, Inc. (AEL&P) on the leased premises pursuant to the permission of Lessor. AEL&P is not a party to this agreement but is a third-party permittee of Lessor.

ii. Lessee takes the Leased Premises subject to the electrical facilities and all reasonably related future uses. Lessee shall allow AEL&P or other third-party permittees of Lessor to enter the Leased Premises at any time to inspect, maintain or repair the electrical facilities located on or above the Leased Premises. Lessor shall require such third parties to make reasonable efforts to avoid conflict with Lessee's use of the Leased Premises.

iii. Lessor shall keep the electrical facilities located on and above the Leased Premises in good condition.

iv. The towers located on the Leased Premises provide support for and access to electrical lines. Although the towers are designed to deter easy access to the lines, and are posted with warning signs, it is not possible to prevent unpermitted access. Climbing on the towers or coming into contact with the related electrical facilities is extremely dangerous. Lessee takes the Leased Premises as is and assumes the risk that persons on Leased Premises might trespass on the towers or other electrical facilities and suffer damage to themselves, others, or damage the electrical facility, and releases the Lessor from liability for such damages.

v. The indemnification provisions of section 6.h. of this lease shall apply to any claims against Lessor by a third party for damages relating to the electrical facilities so long as those facilities are maintained in good condition by Lessor or its permittees. This does not apply to Lessor's own employees or permittees.

c. Assignment and subletting. No assignment or subletting of any of Lessee's interest shall be permitted. Any attempt to assign or sublet this lease shall be a material breach. However, Lessee may permit another entity to construct, operate or manage the Leased Premises for the permitted uses.

d. Property taxes. As partial consideration for this lease, Lessee shall reimburse the Lessor upon receipt of an invoice for its pro-rata share of increased property taxes. The amount of reimbursement shall be determined using the assessed valuation of the property within which the Leased Premises is located as the baseline value, and the square acreage of the Leased Premises

compared to the square acreage of the property being assessed shall determine Lessee's pro-rata share. Lessee shall reimburse Lessor for any difference in property taxes due to an increase in valuation over the base value. This shall include increases in valuation due to Lessee's improvements to the Leased Premises or for any other reason.

e. Termination for convenience. Lessor may terminate this lease for its own convenience without penalty. Written notice of termination shall be not less than 90 days in advance of the effective date, but if such notice is delivered after January of any calendar year, then it shall not be effective until the end of the operational year of the campground. Lessee acknowledges that Lessor may need to develop or lease the property for development and acknowledges that Lessor's right to terminate the lease for convenience includes, but is not limited to, a right to terminate for such development.

f. Termination due to non-appropriation. As required by CBJ 53.04.010, this lease shall terminate on June 30th of any year during which the assembly of the City and Borough of Juneau fails to appropriate sufficient funds for the lease of the subject property during the following fiscal year. Such termination shall be without penalty.

g. Relationship with third parties. The rights and responsibilities of this agreement are between Lessor and Lessee. Each party to this agreement is responsible only to the other for the actions or omissions of their third-party permittees which relate to a term or condition of this agreement.

h. Indemnification. Lessee agrees to defend, indemnify, and save Lessor, its employees and insurers, with respect to any action, claim, or lawsuit arising out of 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, and without limitation as to any damages resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice to the Lessor of any action, claim, or lawsuit. Lessor agrees to provide Lessee written notice of any action, claim or lawsuit in a timely manner. This agreement applies and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against Lessor.

i. Insurance. Lessee shall, during the entire term of this lease, keep in full force and effect the following insurance: a) General Liability insurance with bodily injury and property damage of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate, b) Automobile Liability insurance with bodily injury and property damage limits of \$1,000,000 for each accident, and c) Workers' Compensation insurance in accordance with statutory requirements and Employer's Liability Insurance with a limit of \$500,000 per occurrence for bodily injury. Lessee shall not allow any agent or contractor of Lessee to take any action related to the Leased Premises unless the agent or contractor maintains, at any time it is acting in relation to the Leased Premises, the types and levels of insurance required above for Lessee. The policy shall name Lessor as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor thirty-one (31) days' prior written notice. Lessee shall provide Lessor with a certificate of insurance on a form to be provided by the Lessor prior to the commencement date of this lease; or if this lease is signed subsequent to its commencement, then Lessee shall

deliver the certificate of insurance to Lessor simultaneously with execution of this lease. Lessee understands that Lessor carries no fire insurance on the Leased Premises or improvements located thereon belonging to Lessee, and that it is Lessee's obligation to obtain adequate fire insurance for protection of Lessee's buildings, fixtures, or personal property located on the Leased Premises.

j. Efforts to prevent unpermitted camping on Lessor's surrounding property. Lessee shall attempt to prevent people from camping on Lessor's properties surrounding the Leased Premises.

k. Closing of Thane Campground. As a condition this lease, Lessee shall close the Thane Campground leased under agreement dated April 23, 1999, as amended, in a manner that will minimize use by campers yet leave the site intact so that it could be used in the future if needed by Lessor.

l. Prevention of Visual Nuisance. Lessee acknowledges that Goldbelt Inc. is a neighbor, and tourists on Goldbelt Inc.'s tramway will see the campground. Lessor shall maintain the Leased Premises in an orderly and clean manner and shall prevent it from becoming a visual nuisance.

m. On-Site Management. Lessee shall operate the campground according to the management plan in Attachment B, which is incorporated by this reference.

n. General Coordination of Efforts. Lessee shall communicate with Lessor and coordinate efforts with Lessor regarding fulfilling the conditions of the lease, enforcement of facility rules, and management of the Leased Premises. Lessee's employees shall communicate and coordinate with Lessor's watchman, currently Floyd Branson, to ensure both parties are aware of issues and problems arising in and around the Leased Premises throughout the season.

o. Access Gate. Lessee may use the gate at S. Franklin Street/Thane Road for vehicular access to the Leased Premises. Lessee shall provide a lock and lock the gate at any time that it is not actively passing an authorized vehicle through the gate and shall not allow anyone other than its employees, contractors, and agents, acting in the scope of their employment, contract, or agency, to pass a vehicle through the gate or operate a vehicle upon the Leased Premises.

## **7. GENERAL CONDITIONS.**

a. Taxes, Assessments, and Liens. During the term of this lease 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.

b. 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.

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

d. 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.

e. Responsibility to Properly Locate on Leased Premises. It shall be the responsibility of the Lessee to properly locate Lessee and Lessee's improvements on the Leased Premises and failure to so locate shall render the Lessee liable as provided by law.

f. Expiration of Lease. Unless the lease is renewed or sooner terminated as provided herein, the lessee shall peaceably and quietly leave, surrender and yield up unto the lessor all the leased land on the last day of the term of the lease.

g. Removal of improvements upon expiration or termination. Lessee shall remove all improvements to the Leased Premises upon expiration or termination of this lease. Lessee is not required to restore the premises to its original condition, and any improvements or fixtures that cannot be removed without damage to the real property may remain. Lessor is not required to pay Lessee for the value of any improvements to or on the premises at the end of the lease.

h. Inspection. Lessee shall allow an authorized representative of the lessor to enter the Leased Premises for inspection at any reasonable time.

i. Entire Agreement, Amendments. This document, including exhibits and attachments, contains the entire agreement between the parties and may not be modified except in writing. There are no oral promises, representations, or warranties between the parties regarding any matter or thing connected with or related to the matters and things which are the subject of this lease.

j. Trespass and Eviction. Lessee shall prevent and promptly stop unauthorized use and presence upon the Leased Premises related to the public campground. Lessor authorizes Lessee to address unauthorized use or presence upon the Leased Premises related to the public campground, including by pursuing criminal trespass charges and maintaining a forcible entry and detainer or other civil action.

## 8. DEFAULT

a. Lessee is in default in the following events:

i. The occurrence of an event that is deemed as a material breach under the terms of this lease, including failure to operate a campground, encumbrance of the Leased Premises, and assignment or sublet of the Leased Premises, voluntarily or involuntarily, without Lessor's written consent;

ii. Lessee fails to comply with any other provision of this lease and does not cure that failure within thirty (30) days after written notice from by Lessor specifying the failure; and

b. If Lessee defaults, Lessor may terminate this lease and end Lessee's right to possession of the Leased Premises. If Lessor terminates this lease, Lessee will immediately vacate and cause its users to vacate the Leased Premises upon demand. If Lessee and its users do not

immediately vacate the Leased Premises upon demand, Lessee will be liable for Lessor’s actual costs and fees to evict Lessee and Lessee’s users.

c. If Lessee defaults, Lessor may choose to cure the default and charge Lessee. Lessee will reimburse Lessor for the actual cost to cure the default, including attorneys’ fees and incidental costs. Lessee must reimburse Lessor within thirty (30) days of written demand. This remedy is in addition to Lessor’s other remedies in the event of default and does not waive any of Lessor’s other rights in the event of default.

d. If Lessor breaches a provision of this lease, Lessor will have thirty (30) days after written notice from Lessee of the default in which to either cure the default completely or start diligent work to cure it. If Lessor fails to cure or start curing the default within thirty days, Lessee may terminate the lease.

e. The parties’ rights under this lease in the event of default are in addition to any other rights that the parties may have under state statutory or common law. The remedies in this lease and at law are cumulative, not exclusive.

IN WITNESS WHEREOF, the Lessor and Lessee agree and sign on the dates below. The persons signing below represent that they are authorized to execute this agreement on behalf of Lessor and Lessee, respectively.

Lessor:	Lessee:
<b>AJT MINING PROPERTIES, INC.</b>	<b>THE CITY AND BOROUGH OF JUNEAU</b>

_____	_____
By: _____	By: _____
Title: _____	Title: _____



## Downtown Summer Shelter Vicinity Map



Exhibit B - Emergency Ordinance 2020-17

155 S. Seward St • Juneau, AK 99801  
Phone: (907) 586-5226 • Fax: (907) 586-4589 • Email: [Parks.Rec@juneau.org](mailto:Parks.Rec@juneau.org)



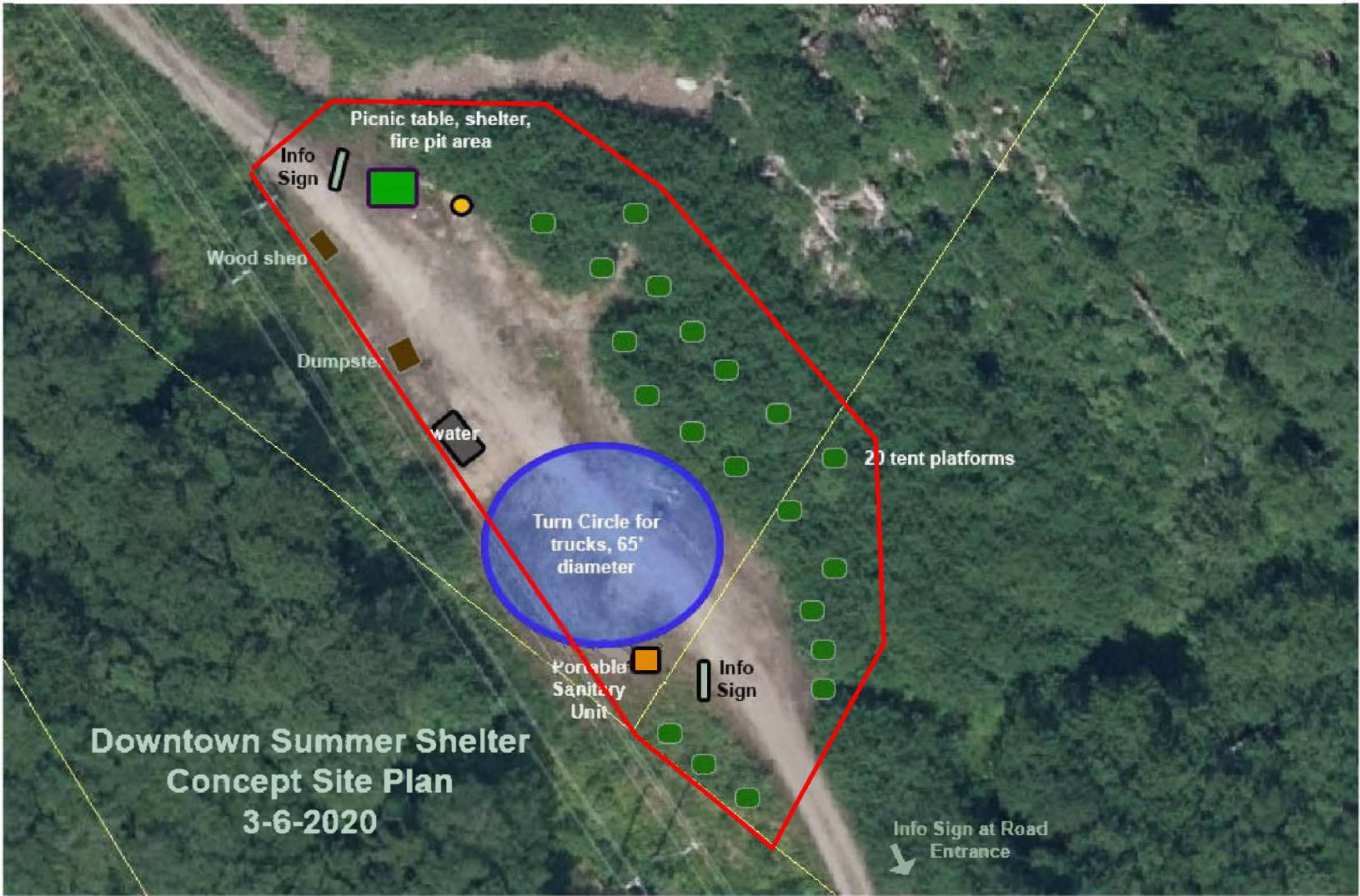


Exhibit B - Emergency Ordinance 2020-17

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

Ordinance 2020-15: An Ordinance Amending the Continuity of Government Code to Improve City and Borough of Juneau Procedures for Emergencies.

**MANAGER'S REPORT:**

A continuity of government code was created in 1962 during the height of the Cuban Missile Crisis when communities were concerned about physical attacks. While the underlying concepts in the continuity of government code remain relevant today—like designation of successors for certain municipal officers—some code provisions are outdated. This ordinance would modernize the continuity of government code to provide the current form of City & Borough of Juneau government better code authority to deal with emergencies other than physical attacks.

This ordinance was heard at the March 13, 2020, Assembly Human Resources Committee and referred to this meeting for further review.

**RECOMMENDATION:**

**The City Manager recommends the Assembly set this ordinance for introduction at the next regular or special Assembly meeting.**

**ATTACHMENTS:**

Description	Upload Date	Type
□ Ord 2020-15 COWv1	3/24/2020	Ordinance

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

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

**Serial No. 2020-15 COW v1**

**An Ordinance Amending the Continuity of Government Code to Improve  
City and Borough of Juneau Procedures for Emergencies.**

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 Chapter.** Chapter 03.35, Continuity of Government, is amended as follows:

**03.35.010 - Title.**

This chapter shall be known and may be cited as the "continuity of government" chapter.

**03.35.020 - Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~Attack means any attack or series of attacks by an enemy of the United States causing, or which may cause, substantial damage or injury to civilian property or persons in the United~~

~~States in any manner, by sabotage or by the use of bombs, missiles, shellfire, or atomic radiological, chemical, bacteriological, or biological means or other weapons or processes.~~

*Duly authorized deputy* means a person who is presently authorized to perform all of the functions, exercise all of the powers and discharge all of the duties of an office in the event the office is vacant or at such times as it lacks administration due to the death, absence or disability of the incumbent officer.

*Declared Emergency* means an emergency proclaimed by the manager, or designee, pursuant to Chapter 3.25 or an emergency described in legislation adopted by the Assembly.

*Emergency* has the same meaning as in Charter 15.14.

*Emergency interim successor* means a person designated pursuant to this chapter for possible temporary succession to the powers and duties, but not the office, of a City and Borough officer in the event that the officer or any duly authorized deputy is unavailable to exercise the powers and discharge the duties of the office.

*Unavailable* means either that a vacancy in office exists and there is no deputy authorized to exercise all of the powers and discharge the duties of the office, or that the lawful incumbent of the office, including any deputy exercising the powers and discharging the duties of an office because of a vacancy, and a duly authorized deputy is absent or unable, for physical, mental or legal reasons, to exercise the powers and discharge the duties of the office.

**03.35.030 - Emergency interim successors; designation.**

(a) *Elective officers.* Within 30 days after first entering upon the duties of the office, each member of the assembly, except the mayor and deputy mayor, shall designate three emergency interim successors to office and specify their rank in order of succession.

(1) *Successors to Mayor.* Successors to the office of mayor shall be the same as provided in Charter 3.9.

(2) *Successors to Deputy Mayor.* Successors to the office of deputy mayor shall be the same as provided in section 11.15.015.

(b) *Appointive officers.* Officers in the following positions shall designate such number of emergency interim successors and specify their rank in order of succession after any duly authorized deputy so that there will be not less than three duly authorized deputies or emergency interim successors or combination thereof for each officer: manager, municipal clerk, finance director, engineering and public works director, human resources and risk management director, chief of police, fire chief, attorney, and airport manager. ~~The manager shall, within the time specified in subsection (a) of this section, designate for appointive officers including the municipal clerk, chief of police, fire chief, engineer, attorney, assessor, and airport manager and health officer such number of emergency interim successors to these officers and specify their rank in order of succession after any duly authorized deputy so that there will be not less than three duly authorized deputies or emergency interim successors or combination thereof for each officer.~~

(c) *Review of designation.* The incumbent in the case of those elective officers specified in subsection (a) of this section, and the appointing authority in the case of those appointive officers specified in subsection (b) of this section, shall review and, as necessary, promptly revise the designations of emergency interim successors to ensure that at all times there are at least three such qualified emergency interim successors or duly authorized deputies or any combination thereof for each officer specified.

(d) *Qualifications.* No person shall be designated or serve as an emergency interim successor unless under the Constitution of this state and Charter or provisions of this Code, that person may hold the office of the person to whose powers and duties the designee is designated to succeed, but no provision of law prohibiting an officer or employee of this City and Borough from holding another office shall be applicable to an emergency interim successor.

(e) *Status of emergency interim successor.* A person designated as an emergency interim successor holds that designation at the pleasure of the designator; provided, that the designee must be replaced if removed. A person, the designee as an emergency interim successor, retains this designation as emergency interim successor until replaced by another appointed by the authorized designator.

#### **03.35.040 - Assumption of powers and duties.**

(a) If in the event of a declared emergency, ~~an attack~~ any officer named in subsections 03.35.030(a) and (b) of this chapter and any duly authorized deputy is unavailable, the emergency interim successor highest in rank in order of succession who is ~~not~~ ~~un~~available

shall, except for the power and duty to appoint emergency interim successors, exercise the powers and discharge the duties of such officer.

(b) An emergency interim successor shall exercise these powers and discharge these duties only until such time as the lawful incumbent officer or any duly authorized deputy or an emergency interim successor higher in rank in order of succession exercises, or resumes the exercise of, the powers and discharge of the duties of the office, or until, where an actual vacancy exists, a successor is appointed to fill the vacancy or is elected and qualified as provided by the Charter.

#### **03.35.050 - Successors; record.**

The name, address and rank in order of succession of each duly authorized deputy shall be filed with the municipal clerk and each designation, replacement, or change in order of succession of an emergency interim successor shall become effective when the designator files with the municipal clerk the successor's name, address and rank in order of succession. The municipal clerk shall keep on file all such data regarding duly authorized deputies and emergency interim successors and the successor names ~~it~~ shall be open to public inspection.

#### **03.35.060 - Formalities of taking office.**

At the time of their designation, emergency interim successors shall take such oath and do such other things, if any, as may be required to qualify them to exercise the powers and discharge the duties of the office to which they may succeed.



**03.35.070 – Reserved Quorum and vote requirements.**

~~In the event of an attack, the quorum requirements for the assembly shall be suspended, and where the affirmative vote of a specified proportion or number of members for approval of an ordinance, resolution, or other action would otherwise be required, the same proportion of those voting thereon shall be sufficient. The proportion required to approve an ordinance or resolution under this section shall be four sevenths, if the manager votes, or two thirds if the manager does not vote.~~

**03.35.080 - Assembly vacancies in an emergency.**

(a) In the event of a declared emergency, if a member of the assembly other than the mayor and deputy mayor is missing for more than three days, the missing assembly member is presumed to be temporarily medically incapacitated. A majority of the remaining assemblymembers may, by motion, declare such office to be temporarily vacant. The vacancy shall be temporarily filled by the missing member's designated successor pursuant to this chapter.

(b) In the event of a declared emergency, if a member of the assembly (1) is missing and presumed dead; (2) is missing for more than three consecutive regular meetings without being excused by the assembly; or (3) is medically incapacitated for more than three consecutive

regular meetings without being excused by the assembly; then the assembly may declare such office to be vacant. A vacancy shall be filled pursuant Chapter 11.10.

~~If, in the event of an attack in the City and Borough area a member of the assembly is missing and presumed dead or is missing for more than three days or is physically, mentally or legally unable to exercise the powers and duties of the manager's office the assembly may declare such office to be vacant.~~

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Attest:

\_\_\_\_\_  
Beth A. Weldon, Mayor

\_\_\_\_\_  
Elizabeth J. McEwen, Municipal Clerk

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

Ordinance 2020-16: An Ordinance Amending the Civil Defense Code to Improve City and Borough of  
Juneau Procedures for Emergencies.

**MANAGER'S REPORT:**

Chapter 03.25 was originally created in 1967. This ordinance would amend Chapter 03.25, the Civil Defense Organization chapter to be consistent with current emergency management practices.  
This ordinance was heard at the March 13, 2020 Assembly Human Resources Committee and referred to this meeting for further review.

**RECOMMENDATION:**

**The City Manager recommends the Assembly set this ordinance for introduction at the next regular or special Assembly meeting.**

**ATTACHMENTS:**

Description	Upload Date	Type
□ Ord 2020-16 Cow v1	3/24/2020	Ordinance

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

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

**Serial No. draft 2020-16 COW v1**

**An Ordinance Amending the Civil Defense Code to Improve City and Borough of Juneau Procedures for Emergencies.**

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 Title.** Title 3, Administration, is amended to read:

**Chapter 03.25 Emergency Management Organization ~~Civil Defense~~  
Organization**

**03.25.010 - Established.**

There is hereby created the City and Borough Emergency Management Organization to plan for, respond to, recover from, and mitigate ~~civil defense organization to and recover from prevent minimized, repair and alleviate~~ injury or damage resulting from disaster caused by enemy attack, sabotage or other hostile action, ~~or~~ public health threats, or similar emergencies. The emergency management ~~civil defense~~ organization shall consist of the director, the members of the assembly, the officers and employees of the City and Borough, and

such additional members, volunteer or otherwise, who may be selected by the director or the assembly.

**03.25.020 - Director.**

The director of the City and Borough emergency management ~~civil defense~~ organization shall be the manager, or someone appointed by the manager, if there is such an appointed person, who shall serve until removed or until replaced by the manager. The director shall have responsibility for the organization, administration, training and operation of the emergency management ~~civil defense~~ organization, subject to the direction and control of the manager if the director is a person other than the manager.

**03.25.030 - Continuity in office.**

The provisions of chapter 03.35 of this title "Continuity of Government" are hereby made applicable to all members of the City and Borough emergency management ~~civil defense~~ organization.

**03.25.040 - Authority of director of the emergency management organization ~~civil defense~~; duties and responsibilities.**

(a) The director of emergency management organization ~~civil defense~~ shall have the authority to request the declaration of the existence of an emergency by the assembly or by higher authority. In the event that it is deemed necessary to declare the existence of an emergency

without delay, the director may, if the assembly is not in session, do so, but such action shall be subject to confirmation by the assembly at its next meeting.

(b) The duties and responsibilities of the director of the emergency management organization ~~civil defense~~ shall include the following:

- (1) The control and direction of the actual or training efforts of the emergency management ~~civil defense~~ organization of the City and Borough;
- (2) The determination of all questions of authority and responsibility that may arise within the emergency management ~~civil defense~~ organization of the City and Borough;
- (3) The maintenance of necessary liaison with other municipal, area, state, regional, federal or other emergency management or civil defense organizations;
- (4) The marshaling, after the declaration of an emergency as provided for above, of all necessary personnel, equipment or supplies from any department of the City and Borough to aid in the carrying out of the emergency operation ~~civil defense~~ plan;
- (5) The issuance of all necessary proclamations as to the existence of an emergency and the immediate operational effectiveness of the emergency operation ~~civil defense~~ plan;
- (6) The issuance of reasonable rules and regulations which are necessary for the protection of life and property in the City and Borough, including rules and regulations applicable to blackouts and air raids;
- (7) The supervision of the drafting and execution of mutual aid agreements entered into by the City and Borough;
- (8) The supervision of and final authorization for the procurement of all necessary supplies and equipment, including acceptance of private contributions;

(9) The authorizing of agreements, after approval of the City and Borough attorney, for the use of private property for air raid shelter and other purposes;

(10) The supervision of the drafting and execution of the emergency operation ~~civil defense~~ plan, and the constant updating of such plan as required. The emergency operation ~~civil defense~~ plan shall be adopted by the assembly by resolution.

**03.25.050 - Functions and duties.**

The functions and duties of the City and Borough emergency management ~~civil defense~~ organization shall be distributed among such departments, divisions, services, and special staff as the assembly shall prescribe by resolution. Any such resolution shall set forth the form of organization, establish and designate services, assign functions, duties and powers, and designate officers and employees to carry out the provisions of this chapter. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the federal government and the recommendations of the ~~civil defense agency of the state~~.

**03.25.060 – Reserved ~~Civil defense workers oath required.~~**

~~Each person serving as a member of the City and Borough civil defense organization shall, prior to assuming duties, take an oath which shall be substantially as follows:~~

~~"I \_\_\_\_\_, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of Alaska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully~~

~~discharge the duties upon which I am about to enter. And I do further swear (or affirm) that I do not advocate, nor am I a member of, or an affiliate of, any political party or organization, group, or combination of persons that advocates the overthrow of the government of the United States or of this State by force or violence; and that during such time as I am a member of the City and Borough of Juneau Municipal Civil Defense organization I will not advocate or become a member or affiliate of any organization, group or combination of persons or of any political party that advocates the overthrow of the government of the United States or of this State by force or violence."~~

**03.25.070 - Lights during blackouts declared public nuisances.**

Any light displayed contrary to any order, rule or regulation promulgated pursuant to the provisions of this chapter constitutes a public nuisance, and when deemed necessary in order to protect life or property during blackouts or air raids, the police are authorized and directed to enter upon any premises within the City and Borough, using reasonable force, and extinguish lights or take other necessary action to make effective any order, rule or regulation promulgated under the authority conferred by this chapter.

**03.25.080 - Unauthorized warning or all-clear signals prohibited.**

Any unauthorized person who operates a siren or other device so as to simulate a blackout signal or air raid, or the termination of a blackout or air raid, is guilty of a violation of this chapter, and shall be subject to the penalties imposed by this chapter.



**03.25.090 - Conflicting ordinances, orders, rules and regulations suspended.**

At all times when the orders, rules and regulations made ~~and promulgated~~ pursuant to this chapter shall be in effect, they shall supersede all existing ordinances, rules, orders and regulations insofar as the latter may be inconsistent therewith.

**03.25.100 - Conflict with state or federal statutes.**

This chapter shall not be construed so as to conflict with any state or federal statute, or with any military or naval order, rule or regulation.

**03.25.110 - Municipal or private liability.**

(a) This chapter is an exercise by the City and Borough of its governmental functions for the protection of the public peace, health, safety. Consistent with Alaska law, ~~and~~ neither the City and Borough, the agents and representatives of the City and Borough, nor ~~or~~ any individual, receiver, firm, partnership, corporation, association or trustee, or any of the agents thereof, in good faith carrying out, complying with or attempting to comply with, any order, rule or regulation ~~made promulgated~~ pursuant to the provisions of this chapter, shall be liable for any loss or damage sustained to person or property as a result of such activity.

(b) Any person owning or controlling real estate or other premises who voluntarily and without compensation grants to the City and Borough a license or privilege, or otherwise permits the City and Borough to inspect, designate and use the whole or any part, or parts of such real

estate or premises for the purpose of sheltering persons during an actual, impending or practice enemy attack, shall, together with all successors in interest, if any, not be civilly liable for the death of, or injury to, any person or about such real estate or premises under such license, privilege or other permission, or for loss of, or damage to, the property of such person.

**03.25.120 - Emergency declared by governor.**

If the governor declares that an ~~a civil defense~~ emergency exists in the event of actual enemy attack upon the United States or the occurrence within the state of a major disaster resulting from enemy sabotage or other hostile action, ~~or natural causes,~~ public health threat, or similar emergency it shall be the duty of the emergency management ~~civil defense~~ organization to cooperate fully with the state ~~civil defense agency~~ and with the governor in the exercise of emergency powers as provided by law.

**03.25.130 - Expenses of civil defense.**

No person shall have the right to expend any public funds of the City and Borough in carrying out any emergency management ~~civil defense~~ activity authorized by this chapter without prior approval by the assembly, nor shall any person have any right to bind the City and Borough by contract, agreement or otherwise without prior assembly approval. In the event of any disaster, and for the duration of the exigency, City and Borough contracts or purchases may be entered without regard to the procedures or formalities otherwise prescribed, when the object of the contract or purchase is to procure such services, supplies, equipment or materials as may be necessary to combat any disaster, or to protect and provide emergency assistance to victims of a

disaster. ~~This section is ordained under the authority of Charter section 5-16; it is not a waiver of any other Charter requirement or of any provision in the ordinance creating the finance department and stipulating fiscal procedures.~~

**03.25.140 - Emergency locations; governmental powers.**

(a) Whenever, due to an emergency consistent with this chapter ~~resulting from the effects of enemy attack~~, it becomes imprudent, inexpedient or impossible to conduct the affairs of local government at the regular or usual place, or places thereof, the assembly may meet at any place within or without the City and Borough limits on the call of the manager or any four members of the assembly, and shall proceed to establish and designate by ordinance, resolution or other manner alternate or substitute sites or places as the emergency temporary location, or locations, of government where all or any part of the public business may be transacted and conducted during the emergency situation. Such sites or places may be within or without the territorial limits of the City and Borough, and may be within or without the state.

(b) During the period when public business is being conducted at the emergency temporary location, or locations, the governing body including its boards, commissions, committees ~~and~~ other officers of the City and Borough shall have and possess, and shall exercise at such location all of the executive, legislative and judicial powers and functions conferred upon such body and officers by or under the Constitution or laws of the state, and the Charter and ordinances of the City and Borough. Such powers and functions may be exercised in the light of the exigencies of the emergency situation without regard to, or compliance with, time consuming procedures and formalities prescribed by rule or ordinance, and all acts of such body

and officers shall be valid and binding as if performed within the territorial limits of their City and Borough.

**03.25.150 – Penalty Violations.**

(a) It is unlawful for any person willfully to obstruct, hinder or delay any member of the emergency management ~~civil defense~~ organization in the enforcement of any rule or regulation issued pursuant to this chapter, or do any act forbidden by rule or regulation issued pursuant to this chapter, or do any act forbidden by any rule or regulation issued pursuant to the authority contained in this chapter.

~~(b) It is likewise unlawful for any person to wear, carry or display any emblem, insignia, or any other means of identification as a member of the City and Borough municipal civil defense organization unless authority so to do has been granted to such person by the proper officials.~~

(b) A violation of this section is a Class B misdemeanor. ~~Convictions for violations of the provisions of this chapter shall be punishable according to section 01.40.010 of this Code.~~

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Beth A. Weldon, Mayor

Attest:

\_\_\_\_\_  
Elizabeth J. McEwen, Municipal Clerk