

**ASSEMBLY STANDING COMMITTEE  
LANDS, HOUSING & ECONOMIC DEVELOPMENT COMMITTEE  
THE CITY AND BOROUGH OF JUNEAU, ALASKA**

September 7, 2021, 5:00 PM.

Assembly Chambers/Zoom Webinar

Lands, Housing, and Economic Development Committee Attendee link:

<https://juneau.zoom.us/j/94215342992> or 1-253-215-8782 Webinar ID: 942 1534 2992

RESCHEDULED FROM AUGUST 30, 2021

**AGENDA**

**I. CALL TO ORDER**

**II. LAND ACKNOWLEDGEMENT**

**III. ROLL CALL**

**IV. APPROVAL OF AGENDA**

**V. APPROVAL OF MINUTES**

**A. August 9, 2021 Draft Minutes**

**VI. PUBLIC PARTICIPATION**

The LHED Committee will follow COVID protocols in accordance with CDC guidelines, CBJ ordinances & resolutions, and COVID mitigation strategies at the time of the meeting. Committees members will be meeting in person, to the extent possible. **In-person public participation will be limited on a first come, first served basis to no more than 8 persons in the public audience seats. Masks are required for everyone in the room regardless of vaccination status.** Attendees in excess of that number will be requested to participate via Zoom webinar. Testimony time will be limited by the Chair based on the number of participants. When attending the zoom webinar [login info listed at top of agenda] to speak on an item up for public hearing or a non-agenda item please hit the 'raise hand' button if participating via a computer/tablet; if participating by phone press \*9 on your phone; this will place a 'raised hand' icon next to your phone number and will add you to the queue.

**VII. AGENDA TOPICS**

**A. Tourism Marketing Strategy**

**B. Ordinance 2021-35 An Ordinance Amending the Land Use Code to Create a Mixed Use 3 (MU3) Zoning District, a Neighborhood Commercial (NC) Zoning District.**

**C. Accessory Apartment Incentive Grant Update**

**VII. STANDING COMMITTEE TOPICS**

**A. Status of Housing Initiatives**

**B. Status of Title 49 Updates**

**IX. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS**

**X. NEXT MEETING DATE - September 20, 2021**

**XI. SUPPLEMENTAL MATERIALS**

**A. Tourism Marketing Strategy**

**XII. ADJOURNMENT**

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

**ASSEMBLY STANDING COMMITTEE MINUTES  
LANDS HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE  
THE CITY AND BOROUGH OF JUNEAU, ALASKA**

August 9, 2021, 5:00 P.M.

Assembly Chambers/Zoom Webinar Meeting

**I. CALL TO ORDER**

**II. ROLL CALL**

Chair Gladziszewski called the meeting to order at 5:00pm.

**Members Present:** Chair Maria Gladziszewski, Wade Bryson, Alicia Hughes-Skandijs, Greg Smith

**Members Absent:** none

**Liaisons Present:** none

**Liaisons Absent:** Chris Mertl, Parks and Recreation; Lacey Derr, Docks and Harbors, Dan Hickok Planning Commission

**Other Assembly Members Present:** Loren Jones

**Some Members of the Public Present:** Liz Perry

**Staff Present:** Dan Bleidorn, Lands Manager; Roxie Duckworth, Lands & Resources Specialist; Jill Maclean, CDD Director

**III. APPROVAL OF AGENDA**

Agenda was approved as presented.

**IV. APPROVAL OF MINUTES**

July 19, 2021 Draft Minutes were approved as presented.

**V. PUBLIC PARTICIPATION**

No public participation.

**VI. AGENDA TOPICS**

**A. Assembly Priorities and Title 49 Land Use Code Update**

Ms. Maclean discussed this item. Mr. Bryson asked about planning and zoning maps, what ones provide the most challenges resident concerns, what are the logistical or physical challenges. Ms. Maclean replied that Auke Bay was probably one of the most challenging because that process was started close to a decade ago, back in about 2012. There have been three directors before her and multiple planning staff that are also no longer with CBJ, lack of continuity and not jumping right into the implementation of that plan. She noted that if we do an area plan it is best to keep that momentum moving, keeping the Steering Committee and the members of the public involved, along with more legwork. With Auke Bay, we lost some of the key people at the table and were not able to bring out support, which contributed to it failing. She believed there is support out there but they did not show up to the meetings and unfortunately there was a dozen or so people that came out against, which was the way that that vote went. Floodplain was also challenging, simply because it raises people's insurance rates. We have little control over it at a local level and it is sort of one of those things we just have to accept if we want to participate in the insurance program.

Mr. Smith asked about area plans, their benefits and in term so prioritization. Ms. Maclean replied that the overall comprehensive plan is probably the most critical because that gives the City, public, and staff the guiding document of where we're all trying to go to and what is moving forward. It aligns with the area plans and is the higher vision document that they should be reporting to. Ms. Maclean noted that smaller neighborhood plans would be more beneficial and gain more support from the community than larger area plans. For instance downtown, it stretches from the rock dump all the way through downtown to Star Hill, north to JDHS area and all the little neighborhoods and nooks and crannies in

that vicinity. Trying to take all of that in one plan is a lot. Area plans have their place, but if we are really trying to garner more community support and involvement that may be taking it down a notch to neighborhood area size plans with the comprehensive plan the guiding document. Mr. Smith asked if it is just a chance for the community to come up with some priorities and projects to create some of the flavor for an area. Ms. Maclean agreed and noted that Blueprint had its share of issues with Covid, but opposite to that would be the South Douglas/West Juneau area plan, which seems a little bit more compact with areas are a little more similar. In addition, this was happening during Covid, so we more or less continued the same process and the same approach. People have been used to coming to zoom meetings and participating that way for that area plan, and I think that format was just a hindrance to Auke Bay and Blueprint.

Mr. Smith asked about Title 49, what is the process and how does the interaction with the committee and staff relate to housing development, what does that look like or how is it envision going forward in terms of trying to make code more supportive of housing development. Ms. Maclean replied that each year the Assembly sets its goals and there is a joint meeting with the Assembly and the Planning Commission. These priorities have been on the list for a number of years CDD staff is diligently trying to tackle them and balance the day-to-day permitting, building permit reviews, plan review appeals, and Planning Commission work. With these updates, Title 49 takes their cues from the Planning Commission and Assembly priorities, knowing that there are two goals to work towards, housing and economic development. Some of the newer priorities, such as a new update to accessory apartments, would support housing opportunities. We just presented lot depth before the Assembly and are working on streamside buffer setbacks, which would be not just for housing, but also for development, balancing with the protection of the environment. New zoning districts were not applied in Auke Bay, but they are still worthwhile to put into the land use code, as options because they provide smaller scale development that may be more appealing and could provide housing opportunities that may not exist in some locations. The list in the packet is the one that staff has been handed and are working their way through. Lot depth and private shared are the most recent that really touches on easing the infill development that we see trying to take place now.

Mr. Smith followed up asking about housing, knowing it is a big priority, and pairs with other economic and social growth. What are some potential ideas that would be significant changes to Title 49 and how can those types of ideas or changes be incorporated into the process, through guidance from the Assembly and Planning Commission, in terms of goals and priorities. I hope that Title 49 can at do some ground sleuthing and collaboration with staff to crack this, or maybe we just cannot, maybe the economics are just going to be what they are going to be. I would like to know that staff is looking at all those different possibilities and understand that if staff capacity is an issue and, it would be good for us to know what you need. It would just it would be nice to be able to say, "Hey they have looked at a huge swath of possible changes this one didn't work, for this reason." Maybe those conversations are happening, but how do we know that they are, or that they will, or there is some kind of plan for that to happen in the future. Chair Gladyszewski commented that the table in the packet was starting to address Title 49 and confirmed Mr. Smith's question that he was asking how Title 49 got its priorities and direction. Mr. Smith replied that he was wondering about broad thinking, such as with housing, that we are evaluating many different options for things that could change. Ms. Maclean replied that those conversations are happening as things move through Title 49. LHED has tasked staff to look at other dimensional standards but staff has not gotten there yet, hopefully soon. Staff is also looking at zoning and some may not be the best fit for Juneau and will have to look into possibly other options. Another area the Chair and Ms. Maclean have talked about is looking at the table with permissible uses and questioning, if you are in a multifamily zoning district and you are building to the density that is



permitted, why do you need a conditional use permit at all. If we want to make it easy to do housing that maybe some of those three should become ones, or maybe review what goes to director approval over the Planning Commission, having a higher threshold at least before going to the Planning Commission. Looking at transition zones, the Assembly has adopted resumes that are dependent on something being met, whether it was water, sewer, or some other utility, there is at least a half dozen that have not been addressed. The Commission can address those on their own, and so that is on the list to bring to Title 49 and the Commission. Some of these have been around number of years, and it makes sense to bring it back to have a meeting or hearing on them. Another area is going through the TPU and seeing what makes sense for each zoning district, what best fits it.

Mr. Bryson asked about area and zoning plans, how do those increase regulations when there is both and does the developer have to pay attention to two sets of rule books. Does an area plan circumvent zoning requirements and how does an area plan on top of the zoning plan impact people's desires to develop. Ms. Maclean replied that the area plan does not circumvent the zoning plan and they are in the land use code, which states that if the land use code is more restrictive than the area plan or the comp plan, then the land use code prevails. The area plan gives guidance to development that the community and neighborhoods want to see in that area. It is not so much of a challenge as more of an opportunity for developers to know what that area wants to see. Staff would address that and conditional use permits if one is required when it comes to the Planning Commission so that the Commission knows it is conforming to the adopted plans. The zoning and area plans work hand in hand, but if there is a conflict then if the land use code is more restrictive that one for prevails.

Mr. Bryson replied that it sounds like it adds another level of bureaucracy and another level of understanding that a developer needs. It also sounds a little like a homeowner's association and any further zoning maps, like Auke Bay planning map, it sounds like we need to wait for the citizens or residents of that neighborhood to request an area plan like to indicate that this is the direction from the neighborhood on how to develop that area. Why would CBJ get involved on how to do an area plan if the citizens who live in that neighborhood have not requested it. Using Auke Bay as an example, there was a lot of CBJ staff time to discover that the neighborhood did not really want the plan or a map. Wouldn't it have saved City resources and time if we only did planning maps at citizens' request. Ms. Maclean replied that on a personal level before she was in land use, she would not have known what an area plan was or what it could do for her as a homeowner, property owner, or as a renter. It might be shortsighted to the public to say they need to ask for it when they may not know what they are asking for or what they need to ask for. Area plans often direct development that is wanted in area, in that sense; it should make it easier for developers to know what to do in that area. At the same time as much as we want to ease development challenges, we need to balance that with the neighborhoods and the property owners that exists in place, which can be a little challenging. There is a balance to going out and doing area, neighborhood, or comp plans, obtaining public input and feedback, and then building off that so staff can guide developers through the process. It is a balance of keeping property owners, the neighbors the renters, with the needs of the development sector.

Chair Gladziszewski commented that she remembered the neighborhood in Auke Bay wanted that process and some of those people faded away or perhaps went on too long and they didn't want to continue with the meetings over years. It is not happened but the people and wanted it at one point. It is a worry the same will happen to Blueprint, which is not getting a quorum, which indicates a lack of wanting to finish it or not worth their time. Mr. Bryson commented that Ms. Maclean's answer only solidified it more that I only heard the definition of zoning, which is why we have zoning rules to create waterfront, commercial, and mixed use. We set the zones for the different areas and the moment we

had a chance to tweak a zone, we said to leave it alone. These area maps we are spending City dollars on, we are not giving improved neighborhoods, we are creating economic difficulty because it is more difficult and expensive for developers to develop. It is necessary for the City to give developers, who is their job is to build, ideas or directions on what they need to build. They know what is being asked of them to be built; we could save money and time by eliminating area plans and just use zoning map. Chair Gladziszewski replied to Mr. Bryson that he brings up the issue of priorities. Given what happened with Auke Bay, that is for the Assembly to decide and people on the Assembly wanted area plans, which I am beginning to cool on them myself. So when looking at these things, Mr. Smith was talking about how do you come up with a priority, what gets done or what doesn't get done. Going through a couple of items on the list and looking at the table, Ms. Maclean can update those items. For example, it says lot depth is goal one, but then it says no, not a priority. I do not understand that, since one of our big goals is housing, it seems like it should say yes. Same thing with other dimensional standards, not sure why it says goal one, but no as a priority. So I'd question those two and urban agriculture, I've been wondering about that for some time, since it's been going on for a decade I don't know how long, but it says Assembly goal-no, but then it says priority-yes, so not sure why it says no, and then yes.

Ms. Maclean replied that the Assembly sets its goals and sets priorities with the Planning Commission each year. For instance on lot depth was listed as goal one because it will help housing development, but then lot depth was not identified as a priority that came out of the Joint Assembly Commission meeting in 2020. It is working its way up the list and it supports an Assembly goal, but the Assembly and the Planning Commission did not list it as a priority, it was the result of a variance being denied. Chair Gladziszewski commented that she was not familiar the Assembly and Planning Commission priority document and asked that it be included in the joint COW and Planning Commission meeting at the end of the month. She also asked about mobile homes, listed with three asterisks in the packet. Ms. Maclean commented that should have been just one asterisk. Chair Gladziszewski asked about tiny homes. Ms. Maclean replied that the City allow tiny homes in Juneau it does not matter which zoning district unless it is industrial because it is considered a residence. There are some requirements that are more to do with the building code and actually even more so to do with the fire code and less to do with actual zoning. Minimum lot size would stand, however we have adopted alternative residential subdivisions, which does allow you to play with the minimum lot size. Chair Gladziszewski commented this list is a good start but it does not reflect urban agriculture, which has been sitting for a few years. She asked if this list is ordered by priority. Ms. Maclean replied that it is a little out of order with Auke Bay and floodplain put on top because they are completed. Downtown parking is a top priority, with staff working on the new zoning districts and landscaping vegetative cover. There is also the Downtown and Douglas ADOD, and streamside is an ordinance that has been a priority of the development community. The list is in somewhat of an order of priority, with the recognition that housing and development have been the goals. Chair Gladziszewski commented that the Assembly-PC priorities would be good to bring to the meeting and would like to see something to find ways to change the code to foster development.

Mr. Bryson asked for a list at the next meeting with how many issues with Title 49 that fall under director discretion and what is that decision record on those, what is or is not being approved. Is this an area that we could take pressure off Ms. Maclean, are there things that maybe do not need to be under director's discretion. Mr. Bryson also wanted some of the decisions that have happened over the last year that could provide insight on what is happening with Title 49. Chair Gladziszewski commented when Ms. Maclean talked about the TPU, that is a way to foster development. There are always developers who have issue with our code, some of their issues are probably legit and some not, the Planning Commission and Title 49 could work through this. The table is complicated, but you could start with chunks of it.

## **B. Tourism Marketing Strategy**

Liz Perry from Travel Juneau was at this meeting and Assemblymember Jones to answer questions about the ordinance and the proposed mechanism. Chair Gladziszewski commented that the Assembly is looking at the agreement with Travel Juneau, it has not been very specific about what we are asking them to do, and it says they should solicit state, regional and national visitors. If we want to narrow the bucket, we could amend the agreement and go out for a RFP.

Mr. Bryson asked Ms. Perry if she could describe how marketing would work with people from a community versus a strategy that an outside, non-city based, entity would have to employ and what are some of the challenges would be from trying to market Juneau from inside or outside of the community. If this goes to an RFP, it would come down to the lowest bidder. We would not have a choice on where the marketing firm would be located. It would be likely that the marketing firm would not be located in Juneau and was looking at Ms. Perry to speak to some of the challenges of a marketing firm that is not in Juneau versus what Travel Juneau does. Chair Gladziszewski noted that Ms. Perry was briefly dropped from the zoom meeting and asked that she review a copy of this meeting and questions proposed.

Mr. Smith asked about accountability with Travel Juneau, it receives over \$600,000 of public money, collected from hotel bed tax. It is interesting that CBJ gives JEDC over \$400,000 and appoints their board members, what do other DMOs do to ensure that there is a good link between the public, public money, the organization, and direction of the DMO. Another area he is curious about is if we are satisfied with the branding of Juneau and if Travel Juneau's efforts are paying off in areas the City wants.

Chair Gladziszewski commented on the contract, we are not very specific about what we are asking. There is nomenclature that we are not even talking about the same thing, I keep talking about independent travelers and find out that in the industry, independent just means you booked it yourself. Referring to destination the Chair is relates that to non-cruise people who don't come here on a cruise. Travel Juneau should be focusing on the descriptive words and data. We need to decide what we want a travel marketing firm to do, then we can decide how we would get one and if Travel Juneau is good, this proposal is going to RFP, but even before we did that we still have to decide what we wanted so.

Ms. Hughes- Skandijs agrees with previous comments and has accountability questions. Considering the amount of public money, we put in and the lack of control, this may be how other DMOs are set up, that is still just something that she would like us to continue to discuss. Defining who that ideal traveler is and then work backwards. One way you could address that is to define who is a non-cruise person. Some of the tourism industry businesses in town, the Pack Creek bear viewing comes to mind, did not suffer because they are looking at a different kind of client. Maybe it is someone like that that we are trying to increase numbers, with the understanding that not everybody here in Juneau is set up to serve that kind of customer. Some of the data Travel Juneau has provided outlines how many conventions are being brought in by this contract, and how much energy and dollars are being put towards seeking conventions to come to here. Is that realistic, that in the packet it says something about a niche convention industry market but knowing that Juneau is hard to get to perhaps we're never going to be that kind of city and so just really working backwards from who that customer would be.

Mr. Bryson asked how we know marketing works, or if any marketing works. Costs and expenses to market are from 2% to 10% of the total organizational budget. In the past few years, we have had nothing but growth in our community. The same way that I had to address people when they complain about our mask mandate, when we were strict we had very low case numbers they could not argue with. We put mask on masks, counts went down, we took the masks away, cases went up and everybody says that is not correlated. Therefore, we could argue that same kind of thing, saying their

marketing does not work. We have had record visitor after record visitor. We have the Iron Man competition coming to Juneau because of Travel Juneau; we have the Alaska Broadcasters Association coming to Juneau because of Travel Juneau. Travel Juneau is the marketing part of Juneau's organizations. We can go out with an RFP and you can always save a couple of nickels, but we will never get the results that Travel Juneau does for Juneau. Their marketing professionals are our arm of marketing and our direct connection to customers. There is not one organization outside of Juneau that will ever be able to provide us as good results and frankly, I apologize to Travel Juneau that we have this out here, because they have done a phenomenal job. You can say that they have not provided any matrix, but with 1.5 million visitors before the pandemic shut us down, the biggest problem we were facing was that we had too many visitors. That tells me that Travel Juneau has done everything that they are supposed to do, they have marketed successfully.

Chair Gladziszewski noted that for the small amount of money we give to Travel Juneau she does not expect them to get cruise passengers here. The cruise lines are spending many times more to market Alaska. This is not what Travel Juneau should be doing; they should be trying to get non-cruise passengers in the winter. They should market Juneau as a year round destination for people that are not on cruise ships, because cruise ships do their own marketing. As to the RFP, that is secondary, first we should learn about Travel Juneau. The Assembly gets one presentation, a year from Travel Juneau during the budget, and it is just not long enough because we are trying to do the budget. This is an opportunity to understand what Travel Juneau does, and is it doing what we would like it to do. We have not been very specific in the past about what we would like it to do and this is an opportunity to be more specific, if it is not clear to all of us what they do, specifically, whom they market to.

Ms. Perry noted she could address the questions asked at this meeting and have that information turned around in a short order. She also guaranteed that they do not market to the cruise lines. They focus on independent travel and define independent travelers as those who either find their own way up here the crew via a small ship, plane, or ferry. The crucial part is that they have to spend time in our hotels, so that that is a very important benchmark for Travel Juneau. Chair Gladziszewski asked about the number of non-cruise/independent travelers that did not come to Juneau on a cruise ship over the years.

Mr. Jones commented that it is his understanding that the DMOs in SE got a considerable amount of money from the State for marketing. The amount from Southeast Conference for Travel Juneau and the rest of Southeast was close to a million dollars and he would like to know how much of that came to Travel Juneau. The marketing campaign that was the fund was developed in Anchorage and he would like to know how much input destination marketing in Juneau had on that campaign.

## **VII. STANDING COMMITTEE TOPICS**

### **A. Status of Title 49 Updates (verbal)**

Ms. Maclean's discussion was incorporated in Agenda Topic A (above).

### **B. Status of Housing Initiatives (verbal) – No update.**

## **VIII. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS**

No comments or questions.

## **IX. ADJOURNMENT**

Chair Gladziszewski adjourned the meeting at 5:57 PM. Next meeting Monday, August 30, 2021.

August 24, 2021

Maria Gladziszewski, Chair  
CBJ Lands, Housing, and Economic Development Committee

Dan Bleidorn, Manager  
CBJ Lands and Resources

Dear Chair Gladziszewski and members of the Lands, Housing, and Economic Development Committee:

At the Monday, August 9 meeting of this committee, several members posed questions regarding Travel Juneau and its work. This document attempts to briefly answer those questions, with the caveat that the organization's operations and scope of work are complex. For an overview, please see the accompanying PDF of a presentation that gives the basics into Travel Juneau's operations and marketing efforts.

Several questions centered around Travel Juneau's mission and marketing focus:

Travel Juneau's mission is to market Juneau to conventions, groups, and independent travelers. Our marketing plan, as evidenced through the board-approved budget, includes, but is not limited to, our website, high-value trade shows, hosting meeting planners, travel writers, travel agents, and tour operators, digital and print marketing, video production/roll-out, and social media promotion. We also provide service and additional marketing and B2B opportunities to our partners and provide accurate information to prospective and inbound visitors through our print guide and Visitor Services department. Travel Juneau partners with the Alaska Travel Industry Association and the Southeast Alaska Tourism Council to amplify our invitations to travelers.

Travel Juneau does not, nor has it, marketed to cruise lines or their guests. We focus these efforts solely on independent travelers. While we do provide information services at the Port of Juneau, these are paid largely through a separate grant of Marine Passenger Fees, with the goal of converting cruise passengers into independent Juneau visitors. We also, in usual years, have a staffed visitor counter at Juneau International Airport and an unstaffed counter at the ferry terminal.

What is an independent visitor?

Usually referred to as "free, independent traveler" or FIT for short, these visitors largely organize their own trips and stay at local lodgings for at least one night. For Juneau's purposes, we include visitors who are embarking on a small ship cruise (UnCruise Adventures, Alaska Dream Cruises, American Cruise Lines, for example) as these guests typically have a short stay in the home port. We do not include guests on the large cruise lines.

To get numbers of independent visitors this summer, I've requested occupancy percentages from individual hotels. This summer, occupancy has run 85-100% depending upon the property. Many smaller properties report being 100% occupied. Assuming double occupancy over the 1300 known rooms over an average 3-night stay, I calculate >100,000 visitors between May 1 and September 1. In previous years, most hotels operated at 65-80% occupancy aside from large events (like Celebration).

Previous McDowell Group (now McKinley Research) surveys show that Juneau's share of independent visitors ranges from 7-8% of total visitation, putting the number of annual visitors at approximately 88,000 (AVSP VII). Regular intercept research through McKinley Research or a similar group would provide better Juneau-specific data; the last Juneau-specific survey conducted by Travel Juneau cost approximately \$80,000 (2017-2018).

What is Juneau's brand and who are we marketing to?

Juneau's brand is that of a deeply historic, active outdoors destination that also boasts a sophisticated and robust arts community. It is a working town with full-time residents.

Over the last 5 years, TJ has very closely tied those perceptions of Juneau directly into all facets of our marketing, as today's travelers want authentic experiences. Our visitors want to do what locals do. The official print Visitors Guide, the [TravelJuneau.com website](https://www.traveljuneau.com) and [Travel Juneau's new YouTube channel](#) are examples of our efforts. We appreciate our partnership and work with Sealaska Heritage Institute to properly acknowledge Lingit Aani in our materials and on our website.

Strategically, Travel Juneau aims our marketing at enthusiasts of Nature/the outdoors, food/drink, and culture. Further, our marketing targets those who are, or see themselves as, youthful and active. Since January 1, 2021, our inquiry age brackets are ranked as follows (all percentages are rounded):

25-34 (23.4%)

55-64 (17.5%)

45-54 (15.9%)

35-44 (15.6%)

65+ (13.8%)

18-24 (13.5%)

Gender over that same period is almost evenly split: females currently comprise 51.7% of traffic, males 48.2%.

Questions were posed about Travel Juneau's accountability to CBJ:

Quarterly, Travel Juneau submits financial reports and a narrative to the CBJ grants administrator. It was our understanding that the Assembly received this report. Further, Travel Juneau also undergoes an annual process known as "Agreed-Upon Procedures" through accounting firm Elgee Rehfeld.

Monthly, the Travel Juneau board receives financials, and a full report with metrics and narrative, a sample of which is attached. The board is currently comprised of seven Travel Juneau partners, a CBJ Assembly liaison, and CBJ staff liaison (roster attached). The Travel Juneau board recommends that, in the future, one seat be approved through the CBJ board appointment process via the Human Resources Committee. The organization would also welcome the opportunity to report to the Assembly or another designated committee on a more regular basis.

Question was posed regarding Travel Juneau's EDA grant from state

The grant award through the state's COVID-Safe Promotion program was \$574,000, and is for reimbursement only. There is no revenue to Travel Juneau, and the organization submits a monthly report of spending, payments (with invoices), and social media metrics to the state grant administrator.

The grant, the work of which must be completed by August 30, is spent on promoting Juneau specifically, not statewide marketing, and to focus on the Juneau Cares microsite. Campaigns completed under this grant:

- local and statewide promotion of the Travel Juneau Solstice Sale (June)
- inviting locals and state residents to invite their friends and family to Juneau (June)
- Use of “over-the-top” advertising on streaming services and on select television sites for target markets with over 11.2 million impressions and nearly 5 million in reach.
- Targeted Google ads promoting the Juneau Cares program
- Banner ads promoting Juneau in targeted metro areas.
- Purchased leads from ATIA for prospective visitors wanting official Juneau Visitor Guides
- Contracted with a videographer and a photographer to get fresh assets for late summer promotion and future promotion, many of which included Juneau being a safe and open city.
- Contracted with production company Heliconia to rebroadcast the successful series “Epic Trails” and “Facing Waves,” both focused on Juneau and surrounding area (this boosted our media value). Heliconia also provided paid social pushes to their largely international audience.

Direct results of this effort:

>6,500 users brought to the site between June 1 – Aug 23 through grant campaigns

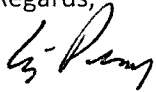
>Target audience of 4,987,061 viewed the Travel Juneau video 11,257,554 times on OTT

>Social media (Facebook & Instagram) reach of 35,000

An example of market traffic to the website is attached. Also attached is the awarded budget for this state grant.

Please let me know how I can further assist the Lands, Housing, and Economic Development Committee.

Regards,



Liz Perry  
President & CEO  
Travel Juneau



## BOARD OF DIRECTORS FY2021

### Chair

1 Richard Burns Director Term Expires: 6/30/21 (first 3-yr term)	Juneau Radio Center 3161 Channel Drive Juneau AK 99801	586-3630	<a href="mailto:richard@frontiermediausa.com">richard@frontiermediausa.com</a>
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### Vice Chair

2 McHugh Pierre Director Term Expires 6/30/22 (first 3-yr term)	Goldbelt, Inc 3025 Clinton Dr Juneau AK 99801	907-321-2179	<a href="mailto:mchugh.pierre@goldbelt.com">mchugh.pierre@goldbelt.com</a>
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### Treasurer

3 Reecia Wilson Director Term Expires 6/30/22 (first 3-year term)	Juneau Waterfront Restaurants 2 Marine Way, Ste 106 Juneau AK 99801	907-586-5018	<a href="mailto:reecia@gmail.com">reecia@gmail.com</a>
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### Secretary

4 Jill Ramiel Director Term Expires: 6/30/22	Silverbow Inn 120 Second St. Juneau, AK 99801	586-4146	<a href="mailto:jill.ramiel@gmail.com">jill.ramiel@gmail.com</a>
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### Past Chair/Ex Officio

5 John McConnochie Director Term Expires: 6/30/23	Cycle Alaska 3172 Pioneer Ave Juneau AK 99801	723-1876	<a href="mailto:jpm@gci.net">jpm@gci.net</a>
6 Kirby Day Director Term Expires 6/30/22 (first 3-year term)	HAGroup 704 S. Franklin St Juneau AK 99801	907-723-2491	<a href="mailto:kday@hagroup.com">kday@hagroup.com</a>
7 Dan Blanchard Director Term Expires 6/30/23 (first 3-year term)	UnCruise Adventures PO Box 21950 Juneau AK 99802	206-902-8123	<a href="mailto:danb@uncruise.com">danb@uncruise.com</a>

8 VACANT SEAT a/o July 1, 2021

### CBJ Appointed:

9 George Schaaf Director (Serves at direction of the Mayor)	Dir., CBJ Parks & Rec	586-5226	<a href="mailto:George.Schaaf@juneau.org">George.Schaaf@juneau.org</a>
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**CBJ Assembly Liaison:**

10 Christine Woll

One year term a/o 10/5/20

(Serves at direction of the Mayor)

CBJ Assembly

(339) 793-1835 [Christine.Woll@juneau.org](mailto:Christine.Woll@juneau.org)



Prepared On: 08/24/2021

Prepared By: Liz Perry

## Definite or Assisted Business Meeting This FY

### MEETINGS THIS FISCAL YEAR

Organization	Meeting	Status	Arrival	Departure	Event Days	EEI	RA	SA	Requested Room Nights	Requested Rooms	Source Code	Meeting Location
Juneau Douglas High School 40th Class Reunion	Class of 1981's High School Reunion	Assist	07/01/2021	07/03/2021	3	\$31,780.00	20	60	3	60	Direct Inquiry	
AK School Activities Assn	2021 AK High School Swim & Dive State Meet	Assist	11/05/2021	11/06/2021	3	\$307,900.00	200	500	3	500	Local Champion - Bid	
Sealaska Heritage Inst	2022 Sealaska Heritage Inst - Celebration	Assist	06/09/2022	06/12/2022	6	\$794,500.00	500	1000	6	1010	TJ Archive/Return Business	Centennial Hall
AK Oil and Gas Assn	2022 AOGA Board Meeting	Assist	01/18/2022	01/20/2022	3	\$28,315.00	20	25	3	40	JCVB Member Referral	Centennial Hall
Pioneers of AK	2022 Pioneers of AK Grand Igloo Convention	Definite	09/20/2022	09/24/2022	7	\$185,400.00	120	200	7	557	Local Champion - Bid	Centennial Hall
Alaska Broadcasters Assn	2021 AK Broadcasters Assn Annual Convention	Definite	11/10/2021	11/12/2021	5	\$81,100.00	50	120	5	210	Local Champion - Bid	Centennial Hall
The Ironman Group	2022 Ironman Triathlon Race	Definite	08/03/2022	08/08/2022	10	\$4,396,800.00	1000	1600	10	5550	Direct Inquiry	Univ of SE

Juneau School District	2021 AK STEM Teacher Conference	Definite	10/21/2021	10/23/2021	3	\$149,000.00	100	200	3	240	Direct Inquiry	Community Schools
UAF School of Fisheries & Ocean Sciences	2022 AK Chapter American Fisheries Society Conference	Definite	02/28/2022	03/03/2022	4	\$221,850.00	150	250	4	600	Local Champion - Bid	Elizabeth Peratrovich Hall
Alaska Power Assn	2022 AK Power Association Legislative Fly In	Definite	01/25/2022	01/27/2022	4	\$84,780.00	60	70	4	240	Centennial Hall Referral	Centennial Hall
Southeast Regional Emergency Medical Services	2022 Southeast Region EMS Symposium SEREMS	Definite	03/30/2022	04/04/2022	6	\$412,200.00	100	150	6	470	Local Champion - Bid	Elizabeth Peratrovich Hall
COUNT: 11	COUNT: 11	COUNT: 11	COUNT: 11	COUNT: 11	COUNT: 11	SUM: \$6,693,625.00	SUM: 2320	SUM: 4175	SUM: 54	SUM: 9477		



Prepared On: 08/24/2021

Prepared By: Liz Perry

### Future and Pending Meetings after July 1 of Fiscal

Organization	Meeting	Status	Convention Center	EEI	RA	SA	Mtg start	Mtg end	Total Rm Nights	Requested Rooms	Source Code
Juneau Douglas High School 40th Class Reunion	Class of 1981's High School Reunion	Assist	No	\$31,780.00	20	60	07/01/2021	07/03/2021	3	60	Direct Inquiry
AK School Activities Assn	2021 AK High School Swim & Dive State Meet	Assist	No	\$307,900.00	200	500	11/05/2021	11/06/2021	3	500	Local Champion - Bid
2021 Bass Wedding	2021 Bass Wedding	Assist	No	\$11,788.00	8	12	05/26/2021	05/30/2021	5	34	Direct Inquiry
AK Cabaret, Hotel, Restaurant and Retailers Assn	2021 CHARR Legislative Board Meeting & Reception	Assist	No	\$11,575.00	5	75	02/16/2021	02/17/2021	2	0	Direct Inquiry
Sealaska Heritage Inst	2022 Sealaska Heritage Inst - Celebration	Assist	No	\$794,500.00	500	1000	06/09/2022	06/12/2022	6	1010	TJ Archive/Return Business
AK Oil and Gas Assn	2022 AOGA Board Meeting	Assist	Yes	\$28,315.00	20	25	01/18/2022	01/20/2022	3	40	JCVB Member Referral
Pioneers of AK	2022 Pioneers of AK Grand Igloo Convention	Definite	Yes	\$185,400.00	120	200	09/20/2022	09/24/2022	7	557	Local Champion - Bid
Alaska Broadcasters Assn	2021 AK Broadcasters Assn Annual Convention	Definite	Yes	\$81,100.00	50	120	11/10/2021	11/12/2021	5	210	Local Champion - Bid
The Ironman Group	2022 Ironman Triathlon Race	Definite	No	\$4,396,800.00	1000	1600	08/03/2022	08/08/2022	10	5550	Direct Inquiry
The Ironman Group	2023 Ironman Triathlon Race	Definite	No	\$4,396,800.00	1000	1600	07/12/2023	07/17/2023	6	3900	Direct Inquiry

The Ironman Group	2024 Ironman Triathlon Race	Definite	No	\$4,396,800.00	1000	1600	07/10/2024	07/15/2024	6	3900	Direct Inquiry
Juneau School District	2021 AK STEM Teacher Conference	Definite	Yes	\$149,000.00	100	200	10/21/2021	10/23/2021	3	240	Direct Inquiry
UAF School of Fisheries & Ocean Sciences	2022 AK Chapter American Fisheries Society Conference	Definite	No	\$221,850.00	150	250	02/28/2022	03/03/2022	4	600	Local Champion - Bid
Alaska Power Assn	2022 AK Power Association Legislative Fly In	Definite	No	\$84,780.00	60	70	01/25/2022	01/27/2022	4	240	Centennial Hall Referral
Southeast Regional Emergency Medical Services	2022 Southeast Region EMS Symposium SEREMS	Definite	Yes	\$412,200.00	100	150	03/30/2022	04/04/2022	6	470	Local Champion - Bid
AK Peace Officers Assn	2022 APOA State Conference	Lead	Yes	\$220,200.00	150	200	05/08/2022	05/12/2022	7	800	TJ Archive/Return Business
Sellmer Meeting & Incentive (SMI) Travel, Inc.	2021 Insurance Company Incentive Program	Lead	No	\$69,550.00	50	50	06/17/2021	06/20/2021	4	200	Trade Show Contact
Bryant Educational Leadership Group	2022 Living Waters Retreat for Women	Lead	No	\$83,460.00	60	60	06/02/2022	06/05/2022	4	240	Trade Show Contact
International Food Wine & Travel Writers Association IFWTWA	2022 International Food Wine & Travel Assn Annual Conference	Lead	No	\$86,760.00	60	80	05/12/2022	05/15/2022	5	240	Local Champion - Bid
YoungHearts Event Planners, LLC.	2022 Morehouse School of Medicine Faculty Retreat	Lead	Yes	\$114,580.00	80	100	09/12/2021	09/16/2021	5	320	Trade Show Contact
YoungHearts Event Planners, LLC.	2022 Young Hearts Annual Marriage Retreat	Lead	Yes	\$76,150.00	50	100	08/19/2021	08/22/2021	4	150	Trade Show Contact
National Black Coalition of Federal Aviation Employees	2022 NBCFAE National Training Conference	Lead	Yes	\$354,350.00	250	300	08/22/2022	08/25/2022	4	650	Trade Show Contact

National Association Of African Americans In Human Resources	2022 NAAHR National Conference	Lead	Yes	\$215,250.00	150	200	09/22/2022	09/25/2022	4	400	Trade Show Contact
AK Library Assn	2024 AK Library Assoc & Pacific NW Library Assoc Conference	Lead	Yes	\$286,450.00	200	250	08/05/2024	08/09/2024	5	700	Local Champion - Bid
Oweesta Corporation	2022 Native CDFI (Community Development Financial Institute) Conference	Lead	Yes	\$458,000.00	200	250	06/21/2022	06/24/2022	5	660	Local Champion - Bid
The Balcom Group	National Assn of Energy Service Companies	Tentative	No	\$144,050.00	100	150	06/15/2021	06/17/2021	3	200	Trade Show Contact
The Boeing Company - Travel Club	Boeing Employees May Travel Trip	Tentative	No	\$98,080.00	80	0	05/11/2021	05/15/2021	5	320	Trade Show Contact
Helms Briscoe	High Adventure Travel Incentive Group	Tentative	No	\$37,770.00	30	0	06/03/2021	06/06/2021	4	75	Trade Show Contact
Helms Briscoe	Board Retreat with High Adventure Events	Tentative	No	\$22,662.00	18	0	07/15/2021	07/18/2021	4	54	Trade Show Contact
The Standard	The Standard Annual Fishing Retreat	Tentative	No	\$31,008.00	24	0	06/25/2021	06/27/2021	3	48	Trade Show Contact
Allstate Insurance Agency	Allstate Incentive Trip	Tentative	No	\$41,730.00	30	30	06/14/2021	06/17/2021	4	100	Trade Show Contact
Genesco Sports Enterprises	Genesco Sports Enterprises Incentive Trip	Tentative	No	\$111,280.00	80	80	06/24/2021	06/27/2021	4	250	Trade Show Contact
Wintrust Mortgage	Wintrust Mortgage Incentive Trip	Tentative	No	\$76,150.00	50	100	05/03/2021	05/06/2021	4	160	Trade Show Contact
AK Assn of School Business Officials	2022 ASBO International Eagle Institute	Tentative	No	\$77,165.00	55	60	07/12/2022	07/15/2022	4	220	TJ Bid Prospect
Helms Briscoe	Global Assn	Tentative	Yes	\$255,800.00	175	300	09/08/2021	09/10/2021	3	300	Trade Show Contact

RE/MAX	West Region Fall Retreat	Tentative	Yes	\$183,200.00	60	100	09/06/2022	09/09/2022	4	240	Trade Show Contact
Brownell Incentive Travel	Incentive Trips	Tentative	No	\$47,670.00	30	60	05/15/2022	05/20/2022	6	180	Trade Show Contact
Peerless Performance	Luxury Incentive Groups	Tentative	No	\$46,680.00	30	60	05/11/2022	05/15/2022	5	120	Trade Show Contact
McVeigh Global Meetings & Events, LLC	2022 Annual Meeting	Tentative	No	\$79,450.00	50	100	09/06/2022	09/11/2022	6	270	Trade Show Contact
Fox World Travel	2022 Incentive Sales Summit	Tentative	No	\$45,690.00	30	60	05/12/2022	05/15/2022	4	0	Trade Show Contact
Infinite Strategic Solutions	2022 Ring of Honor Sales Meeting	Tentative	No	\$38,900.00	25	50	06/05/2022	06/09/2022	5	100	Trade Show Contact
Creative Group Inc.	2022 President's Club & Annual Meeting	Tentative	Yes	\$339,500.00	250	200	06/01/2022	06/05/2022	5	820	Trade Show Contact
Storck USA, L.P.	2022 Sales Stars Incentive Trip	Tentative	No	\$25,038.00	18	18	05/08/2022	05/12/2022	5	77	Trade Show Contact
Specialty Planners International	2022 Masterminds Annual Retreat	Tentative	No	\$29,470.00	20	30	04/26/2022	04/30/2022	5	80	Trade Show Contact
Iron Peacock Events	2021 National Landscaping Company Annual Conference	Tentative	Yes	\$228,450.00	150	250	05/31/2022	06/04/2022	5	0	Trade Show Contact
Nextiva Technology Events	Global Nextiva Sales Managers Annual Incentive Trip	Tentative	No	\$35,435.00	25	30	07/08/2021	07/11/2021	4	85	Trade Show Contact
Entrepreneurs' Organization	2021 International Entrepreneurs' Organization Event	Tentative	Yes	\$38,075.00	25	50	09/01/2021	09/04/2021	4	0	Direct Inquiry
Southeast AK Conservation Council	2022 AK Conservation Foundation Conference	Tentative	No	\$145,700.00	100	150	03/23/2022	03/25/2022	4	400	Direct Inquiry

AK Retirement Management Board	2021 Ak Retirement Management Board Meeting	Tentative	No	\$28,315.00	20	25	09/22/2021	09/24/2021	3	0
		COUNT: 49	COUNT: 49	SUM: \$19,682,606.00					SUM: 223	SUM: 25770





**CEO Report  
August 2021**

Activities since last report:

- Completed interview for KINY News | Aug 2
- Attended DBA Board Meeting | Aug 3
- Participated in discussion RE new EDA tourism infrastructure grant with CBJ | Aug 5
- Met with Keith Comstock, DCEED | Aug 5
- Met with IRONMAN team; media & content gathering; public announcement; stakeholder meetings | Aug 8-10
- Attended Lands, Housing, & Economic Development Committee meeting | Aug 9
- Attended Alaska Committee meeting | Aug 11
- Attended Greater Juneau Chamber of Commerce Board meeting | Aug 11
- Monthly meeting with Mayor Beth | Aug 12
- Attended Chamber luncheon | Aug 12

**Convention Sales**

**Definite:**

2022 Southeast Emergency Medical Services Symposium, Mar 30 – Apr 4, 2022, 150 attendees, 500 room nights, EEI = \$412,200.

2022 Ironman Triathlon, August 3-8, 2022, 1200 athletes + guests, 5500 room nights, EEI = \$4.4 M.

2023 Ironman Triathlon, August 2-7, 2023, 1200 athletes + guests, 5500 room nights, EEI = \$4.4 M.

2024 Ironman Triathlon, July 31 - August 5, 2024, 1200 athletes + guests, 5500 room nights, EEI = \$4.4 M.

**Lead:**

2022 Native CDFI (Community Development Financial Institute) Conference, June 21-24, 2022, 250 attendees, 1000 room nights.

EEI = \$458,000.

**Tentative:**

2021 Alaska Retirement Management Board Meeting, September 22-24, 2021, 25 attendees, Meeting space assist. EEI = \$28,315.

**Lost Business:**

2021 Western Governors' Association Working Lands, Working Communities Meeting, November 2-3, 2021, 80 attendees, 40 room nights, EEI = \$59,600 Planner wanted event in a convention hotel so lost because Baranof is closed November 2021.

Leads			
FISCAL YEAR	Total Leads during FY	Total EEI Generated during FY	
FY21	45	\$4.03 M	
FY22 goal	45	\$4.03 M	
YTD	2	\$870,200	
Bids			
FISCAL YEAR	Total Bids during FY	Bids converted to definite during FY	
FY21	22	5	
FY22 goal	22	5	
YTD	2	1	
Note: Leads represent all new meeting opportunities including new assists, noncommitted returning business and TJ bids for new business.			
Definite/Assist			
FISCAL YEAR	Meetings during FY - Definite	Meetings during FY - Assists	Meetings in C Hall or E P Hall
FY21	1	4	3
FY22 goal	9	20	8
YTD	4	4	2
Note: Table is a count of meetings in various categories. "Assists" are meetings for which the planner contacted Travel Juneau however, they often require as many Travel Juneau services as business secured by bid.			
All Bus Generated During FY			
FISCAL YEAR 2020	Booked Room Nights	Meeting in Juneau during FY includes business generated in previous years.	
FY21	7005		
FY22	500		
YTD	1,500	EEI: \$870,200	
All Future/Pending Business after July 1, 2022	25,810	meetings EEI = \$19.68 M	

## Destination Marketing

### Destination Marketing

#### July 2021

## Online Media Coverage

Online News Reach: 1.57M

Online News Value: \$14,495

Broadcast News Reach: 7.11M

Broadcast News Value: \$65,809K

## Web Stats

- 119,316 users
- 23,957 sessions
- 47.70% bounce rate
- 43,459 pageviews
- average session time of 02:15
- 53.3% desktop sessions
- 42.8% of mobile sessions
- 03.9% tablet session

**Top pages & avg. time on page**

1. 8,277 [traveljuneau.com/](#) 01:17
2. 2,314 [traveljuneau.com/plan-your-trip/getting-here-and-around/travel-to-juneau-by-ferry/](#) 05:55
3. 1,623 [traveljuneau.com/things-to-do/whale-watching-wildlife-viewing/](#) 02:56
4. 1,384 [traveljuneau.com/things-to-do/hiking-trails/](#) 05:44
5. 1,237 [traveljuneau.com/things-to-do/glacier-sightseeing/mendenhall-glacier/](#) 03:38

**Top 5 Locations**

- |                  |                   |
|------------------|-------------------|
| 1. United States | 4. Philippines    |
| a. Alaska        | 5. United Kingdom |
| b. California    | Metro Area:       |
| c. Washington    | a. Seattle        |
| d. Texas         | b. San Francisco  |
| e. Florida       | c. Anchorage      |
| 2. India         | d. Las Angeles    |
| 3. Canada        | e. New York       |

### **Advertising**

- NBC - Banner Ad
- GRANT - CBS OTT
- Travel Alaska - Digital Ad
- **Google Ads**
  - GRANT - Capital City
  - GRANT - Alaska Is Open
- **YouTube**
  - Adventure Awaits

### **Broadcast**

- Ocean Treks with Jeff Corwin (filmed in 2016) - TV Show airing in the United States
- Local Media - Travel Juneau, IRONMAN
- National Media - First Ship Welcome

### KPIs

Social Media Followers					
FISCAL YEAR	Facebook	Instagram	Twitter	YouTube	Tik Tok
FY19	44,789	4,550	3,455	20	
FY20	45,661	5,626	3,550	38	
FY21	47,824	7,336	3,568	264	48
FY22 YTD	48,085	7,548	3,597	309	53
Website Engagement					
FISCAL YEAR	Sessions	Pageviews	Avg. Session Duration		
FY19	162,954	622,065	2:43		
FY20	136,026	381,364	2:28		
FY21	167,416	277,279	1:59		
This time Last Year	9,974	16,955	2:16		
FY22 YTD	24,961	42,663	2:10		
Media Visits (This includes both online & TV audience)					
FISCAL YEAR	Assists	Reach	Value		
FY19	30	624.7 Million	\$10.6 Million		
FY20	16	650 Million	\$10.8 Million		
FY21	7	1.04 Billion	\$13.16 Million		
FY22	5	8.67 Million	\$80,304		
Travel Agent Assists					
FISCAL YEAR	Assists				
FY19	30				
FY20	16				
FY21	3				
FY22					

### Partnership Department

Staff is wrapping up FY22 invoicing. Staff is contacting partners to advertise in the Visitors Guide. Staff met with Marketing Coordinator to implement the new partner social media benefits/including the DTN 5 match. Staff to participate in a free Simpleview membership certification program. Staff is planning an in-person Social Media HIVE with the Marketing Coordinator for this October. Staff is planning the details around the Annual Event and the Travel Fair and has two additional HIVEs in the planning phase.

**FY21 KPIs**

<b>FISCAL YEAR</b>	<b>Marketing/Assoc Tier 1</b>	<b>Marketing/Assoc Tier 2</b>	<b>Marketing/Assoc Tier 3</b>	<b>Marketing &amp; **nonprofit Tier 4</b>	<b>**Trade Accounts</b>	<b>Total Partners</b>	<b>Total Partner Dues</b>
<b>FY21 Goal</b>	1	2	10	146	21	180	\$72,000
<b>FY21 YTD Actuals</b>	6	5	21	121	17	170	\$59,866
<b>FY22 Goal</b>	7	6	24	125	20	182	\$72,800
<b>FY22 YTD</b>	6	4	20	123	20	173	\$19,050

<b>Additional Website Advertising (DTN)</b>	<b>Revenue</b>
<b>FY21 Goals</b>	\$6,000
<b>FYTD21 Actuals</b>	\$1,528

<b>Additional Website Listings</b>	<b>Revenue</b>
<b>FY21 Goals</b>	\$3,500
<b>FY21 YTD Actuals</b>	\$1,175

<b>Travel Guide Advertising</b>	<b>Revenue</b>
<b>FY21 (22 edition)</b>	\$

<b>Partnership Residual Tier</b>	<b>Revenue</b>
<b>FY21</b>	\$7,957

<b>CST</b>	<b>Revenue</b>
<b>FYT21</b>	\$748.00

**Visitor Information Services**

**June Stats:**

Distribution for In-House Guides

- In house/personal requests: 388
- TJ Visitor Sites: 880
- Travel Agents: 20
- Visitor Info Centers/CVB: 110
- Conventions/Meeting: 30
- Partners: 21
- Trade Shows:0
  - **Total: 1,449**

**1,245:** visitors were served at our downtown CST visitor center as the other three are currently closed due to the COVID-19 Pandemic.

**287:** volunteer hours were worked at our downtown CST visitor center as the other three are currently closed due to the COVID-19 Pandemic.

**July Stats:**

## Distribution for In-House Guides

- In house/personal requests: 11,750
- TJ Visitor Sites: 550
- Travel Agents: 20
- Visitor Info Centers/CVB: 372
- Conventions/Meeting: 30
- Partners: 330
- Trade Shows: 0
  - **Total: 13,052**

**2,737:** visitors were served at our downtown CST visitor center as the other three are currently closed due to the COVID-19 Pandemic.

**254:** volunteer hours were worked at our downtown CST visitor center as the other three are currently closed due to the COVID-19 Pandemic.

**Departmental Goals and Key Performance Indicators:**

Visitor Information KPI	FY21 Goal	FY21 YTD	FY20	FY19	FY18
Number of Volunteers	180	153	171	176	172
Volunteer Hours	5,500	648.5	3,041.63	5,183.34	5,902
Visitors Served	204,750	4,192	120,648	194,640	185,106
Guides Distributed	30,000	19,792	6,407	26,283	33,878

Volunteer Recruiting and Retention KPI	FY21 Goal	FY21 YTD	FY20	FY19	FY18
Volunteers Recruited	20	1	0	28	40
Active Volunteers	180	51	171	176	172

VIS Paid Time KPI	FY21 Goal	FY21 YTD	FY20	FY19	FY18
Seasonal Employee Hours at DT VICs	500	0	355	538.5	786
YR Employee Hours at DT VICs	250	97	173.5	277.5	240

In July we almost doubled our June visitor numbers. Volunteer engagement is still relatively strong. However, we are seeing some hesitancy to take open shifts due to the return of large cruise ships and the increase of COVID-19 cases in Juneau. There has especially been concern regarding the Delta Variant.

We have been and will continue to be committed to keeping the CST visitor center open and safe for both volunteers and visitors and have remained a fully masked facility since we reopened in May. In addition, we have several automatic hand sanitizer dispensers throughout the center, sneeze guards

across the counter, free disposable masks for guests without their own, and free travel sized hand sanitizers for visitors to take with them.

The first large cruise ship arrived in late July, and we are seeing a significant increase in visitor numbers at the CST. For example, we had a total of 2,737 visitors in the month of July and in the first three days of August we have already had 642 visitors.

The large increase in guides distributed is due to a guide push from the marketing department.

Approved through the statewide tourism grant award, on July 14th the marketing department used the Travel Alaska leads program to generate a list of travelers interested in seeing Alaska. This resulted in 11,428 guides being sent from our distribution center partner, AKA Direct.

**Visitor Information Center Updates:**

- CST– open since May 2021
- Ferry Terminal – will open during the first week of August as the terminal is now open to the public.
- Kiosk – closed for the 2021 season
- Airport – closed due to the space being used by Capstone Clinic for COVID-19 testing and vaccines.



Where	Audience	Date	Campaign		Cost	
LOCAL JUNEAU		June 1 - June 19	Summer Solstice Sale Social Campaign		\$250	
			Juneau	\$250		
STATEWIDE	FIT	June 1- June 19	Summer Solstice Sale Social Campaign		\$855	
			Anchorage	\$250		
			Fairbanks	\$250		
			Sitka	\$100		
			Haines	\$85		
			Wrangell	\$85		
			Ketchikan	\$85		
	VFR	June 1 - Aug 27	Promoting Juneau throughout the state as they plan their family AK "road trip"		\$6,500	
			Social Promotion	\$500		
			Radio Promotion	\$6,000		
NATIONAL PROMOTION			FIT			
		June 1 - June 15	Promotion to Travel Agents		\$12,295	
			Travel Weekly Email Blast	\$7,700		
			Travel Weekly Targeted Emails	\$4,595		
	Digital					
		June 7 - Aug 2	OTT in select cities targeting domestic travel intenders - Chicago, Dallas, LA, SEA, NYC		\$495,000	
			<i>please see attached estimate and impression rate</i>			
			Targeted Google Ads sending people to <a href="http://JuneauCares.com">JuneauCares.com</a>			
		June 1 - Aug 31	\$300/week cap		\$3,000	
		June 1 - Aug 31	Targeted paid social media ads in same market as OTT and/or Google Ad		\$500	
	Email Blasts					
\$2395 x 3 = \$7185		By August 31	Northwest Travel & Life or other PNW travel expert		\$7,700	
		By August 31	Outside Magazine newsletter or other national travel expert		\$4,595	
	Leads	June 1 - Aug 31	ATIA		\$4,000	
	Digital Assests					
		completed by August 31	Vidographer to creat some video for OTT and social		\$12,000	
		completed by August 31	Photographer to capture Juneau images to use for digital and social		\$10,000	
INTERNATIONAL/NATIONAL PROMOTION			FIT			
		June 14 - August 30	Broadcast and social media promotion		\$15,000	
					\$571,695	
			remaining		\$2,305	
					\$574,000	

## Kara Dashboard

Jun 1, 2021 - Aug 23, 2021  
Compare to: Jun 1, 2020 - Aug 23, 2020

Packet Page 30 of 147

 All Users  
+0.00% Sessions

### Users

Jun 1, 2021 - Aug 23, 2021

**53,060**

% of Total: 100.00%  
(53,060)



Jun 1, 2020 - Aug 23, 2020

**24,579**

% of Total: 100.00%  
(24,579)



### Pageviews

Jun 1, 2021 - Aug 23, 2021

**119,618**

% of Total: 100.00%  
(119,618)



Jun 1, 2020 - Aug 23, 2020

**57,492**

% of Total: 100.00%  
(57,492)



### Sessions

Jun 1, 2021 - Aug 23, 2021

**67,596**

% of Total: 100.00%  
(67,596)



Jun 1, 2020 - Aug 23, 2020

**30,440**

% of Total: 100.00%  
(30,440)



### Avg. Session Duration

Jun 1, 2021 - Aug 23, 2021

**00:02:14**

Avg for View: 00:02:14  
(0.00%)



Jun 1, 2020 - Aug 23, 2020

**00:02:26**

Avg for View: 00:02:26  
(0.00%)



### Bounce Rate

Jun 1, 2021 - Aug 23, 2021

**47.70%**

Avg for View: 47.70%  
(0.00%)



Jun 1, 2020 - Aug 23, 2020

**47.01%**

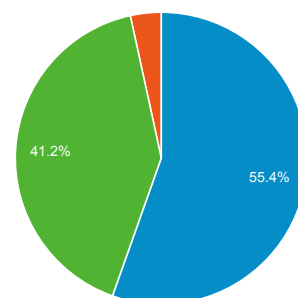
Avg for View: 47.01%  
(0.00%)



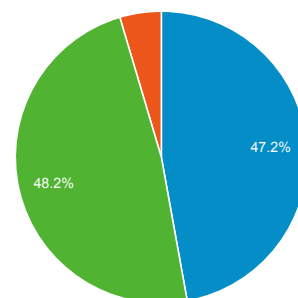
### Device

 mobile  desktop  
 tablet

Jun 1, 2021 - Aug 23, 2021



Jun 1, 2020 - Aug 23, 2020





(907) 586-0757  
Jill.Maclean@juneau.org  
www.juneau.org/CDD  
155 S. Seward Street • Juneau, AK 99801

**MEMO**

**To:** Chair Gladziszewski, and Assembly Lands, Housing, and Economic Development Committee

**CC:** Rorie Watt, City Manager  
Robert Barr, Deputy City Manager  
Sherri Layne, City Attorney

**From:** Jill Maclean, Director, AICP *Jill Maclean*

**Date:** August 27, 2021

**RE: Ordinance 2021-35 Neighborhood Commercial and Mixed Use 3 Zoning Districts**

Attached, please find the CDD Staff Report for AME2020 0001 (Ordinance 2021-35), and a PDF of the presentation given to the Planning Commission at a public hearing on June 22, 2021.



## Planning Commission

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

### **PLANNING COMMISSION NOTICE OF RECOMMENDATION**

Date: June 30, 2021

Case No.: AME2020 0001

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

Proposal: A text amendment proposing new zoning districts: Neighborhood Commercial (NC) and Mixed Use 3 (MU3)

Property Address: N/A

Legal Description: Borough-wide

Parcel Code Number: 0

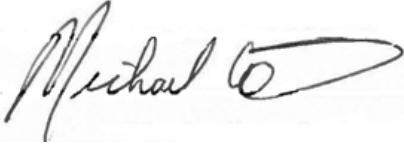
Hearing Date: June 22, 2021

The Planning Commission, at a Special public meeting, adopted the analysis and findings listed in the attached memorandum dated June 15, 2021, and recommended that the City and Borough Assembly adopt staff's recommendation for a text amendment proposing new zoning districts: Neighborhood Commercial (NC) and Mixed Use 3 (MU3). The Planning Commission recommended approval of the new zoning districts with minor changes made to 49.25.300 Table of Permissible Uses relating to MU3.

Attachments: June 15, 2021 memorandum from Allison Eddins, Community Development, to the CBJ Planning Commission regarding AME2020 0001.

This Notice of Recommendation constitutes a recommendation of the CBJ Planning Commission to the City and Borough Assembly. Decisions to recommend an action are not appealable, even if the recommendation is procedurally required as a prerequisite to some other decision, according to the provisions of CBJ 01.50.020 (b).

City and Borough Assembly  
Case No.: AME2020 0001  
June 30, 2021  
Page 2 of 2



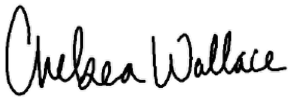
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Michael Levine, Chair  
Planning Commission

July 6, 2021

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Date



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Filed With City Clerk

July 7, 2021

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Date

cc: Plan Review

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



**PLANNING COMMISSION STAFF REPORT**  
**TEXT AMENDMENT AME2020 0001**  
**HEARING DATE: JUNE 22, 2021**

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

**DATE:** June 15, 2021  
**TO:** Michael LeVine, Chair, Planning Commission  
**BY:** Allison Eddins, Planner II *A. Eddins*  
**THROUGH:** Jill Maclean, Director, AICP

**PROPOSAL:** A text amendment proposing new zoning districts:  
 Neighborhood Commercial, Mixed Use 3

**STAFF RECOMMENDATION:** Forward the proposed text amendment  
 with a recommendation of APPROVAL to the Assembly.

**KEY CONSIDERATIONS FOR REVIEW:**

- The proposed zoning districts would integrate small-scale mixed use development into existing multi-family and commercial zoning districts.
- The proposed zoning districts are consistent with CBJ Adopted plans.

**ALTERNATIVE ACTIONS:**

1. **Amend:** modify the proposed ordinance and recommend approval to the Assembly.
2. **Deny:** recommend denial of the proposed ordinance to the Assembly. Planning Commission must make its own findings.
3. **Continue:** continue the hearing to a later date if determined that additional information or analysis is needed to make a decision, or if additional testimony is warranted.

**ASSEMBLY ACTION REQUIRED:**

Assembly action is required for this text amendment. The Commission's recommendation will be forwarded to the assembly for final action.

**STANDARD OF REVIEW:**

- Quasi-judicial decision
- Requires five (5) affirmative votes for approval
- Code Provisions:
  - 49.10.170(d)

GENERAL INFORMATION	
<b>Applicant</b>	City and Borough of Juneau
<b>Initiated By</b>	Community Development Department
<b>Property Affected</b>	Borough-wide

LAND USE CODE AMENDED	
<b>49.25.110</b>	Zoning Maps
<b>49.25.220 &amp; 49.25.230</b>	Mixed Use and Commercial Zoning Districts
<b>49.25.300</b>	Table of Permissible Uses
<b>49.25.400</b>	Table of Dimensional Standards
<b>49.25.500</b>	Density Determination

**The Commission shall hear and decide the case per 49.10.170(d) Planning Commission Duties. The commission shall make recommendations to the assembly on all proposed amendments to this title, zonings and rezoning, indicating compliance with the provisions of this title and the comprehensive plan.**

<b>PUBLIC MEETING DATES</b>	
<b>Neighborhood Meetings</b>	December 6, 2018 January 16, 2019 March 13, 2019 April 10, 2019 May 8, 2019 May 29, 2019 June 19, 2019
<b>Ad Hoc Committee Meetings</b>	January 8, 2018 January 31, 2018 February 20, 2018 March 22, 2018 April 13, 2018 May 17, 2018 June 28, 2018 August 14, 2018 September 11, 2018 October 2, 2018 November 6, 2018 December 6, 2018 December 20, 2018 April 17, 2019 June 27, 2019 July 11, 2019 July 24, 2019 February 6, 2020
<b>Planning Commission Meetings</b>	March 10, 2020 November 17, 2020 December 15, 2020

## **INTRODUCTION**

Throughout the Borough, the public has expressed interest in incorporating small-scale commercial uses into medium-to-high density multi-family residential neighborhoods. There is also interest for incorporating neighborhood-scale mixed-use development along commercial corridors. These interests were expressed in the Auke Bay Area Plan and are being expressed currently with the Blueprint Downtown and Douglas/West Juneau planning processes. The zoning districts currently adopted in Title 49 will not meet the interest of the public either because most commercial and retail uses are prohibited in residential zoning districts or because existing mixed-use zoning districts allow intense large-scale development that is not desired within residential neighborhoods.

The Planning Commission formed an Auke Bay Area Plan Implementation Ad Hoc Committee in January 2018. The Ad Hoc Committee subsequently held 17 public work sessions. CDD staff held a series of seven neighborhood meetings in Auke Bay to present the details of the proposed zoning districts. Although the Neighborhood Commercial (NC) and Mixed-Use 3 (MU3) zoning districts were originally proposed as a way to implement the Auke Bay Area Plan where the Comprehensive Plan land use designations are Medium Density Residential (MDR) and Marine/Mixed Use (M/MU) they are also consistent with High Density Residential (HDR) and Traditional Town Center (TTC) Comprehensive Plan land use designations. Across the borough these land use designations can be

found in Auke Bay, Vintage Park/Mendenhall Mall area, Kodzoff Acres/Cinema Drive area, Switzer Creek/Alaway Avenue/Lemon Creek Road area, Vanderbilt Creek area, Downtown Juneau, Downtown Douglas and West Juneau.

The NC and MU3 zoning districts could help achieve a desired land use development in any of these areas. Although these areas differ from one another in many ways they do have a few critical elements in common - all within the Urban Service Boundary with adequate access to city water and sewer utilities; all on a Capital Transit bus route; all are located along busy arterial or collector corridors; all are within close proximity to schools and other institutional uses; are all within walking distance to single-family and multi-family residential neighborhoods.

### **ZONING DISTRICTS SUMMARY**

The proposed zoning districts, NC and MU3, place a greater emphasis on mixed-use development of small-scale commercial and medium-to-high density residential with flexible setbacks that encourage the development of pedestrian-oriented buildings. Commercial development within the NC and MU3 zoning districts will be on a smaller scale than the MU, MU2, LC and GC zoning district while allowing for more commercial uses than are currently allowed in multi-family zoning districts.

Key Concepts of NC and MU3:

- Minimum lot size of 3,000 square feet.
- Minimum density of 3 dwelling units per lot. 1 and 2 dwelling units are allowed only if they are part of a mixed-use building.
- NC - Maximum density of 15 dwelling units per acre.
- MU3 – Maximum density of 30 dwelling units per acre.
- Building height maximums of 35' for primary buildings and 25' for accessory buildings
- Flexible front yard setback of 0' to 20' for NC and 0' to 15' for MU3. Maximum front yard setbacks will require parking to be located in the rear.
- Increased setbacks and landscaping requirements when buildings over 15' in height abut a residential zoning district.



## **COMPLIANCE WITH TITLE 49**

### **49.05.100 - Purpose and intent. The purpose and Intent of Title 49 Land Use Code is:**

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

**TITLE 49** – The proposed text amendment complies with CBJ Title 49 Land Use Code. Additionally, the proposed amendment will not create any inconsistencies in Title 49.

Code Reference	Item	Summary
49.05.100	Purpose Statement	The proposed text amendment complies with the purpose and intent of Title 49.

## **COMPLIANCE WITH BOROUGH-WIDE ADOPTED PLANS**

**2013 COMPREHENSIVE PLAN VISION:** *The City and Borough of Juneau is a vibrant State Capital that values the diversity and quality of its natural and built environments, creates a safe and satisfying quality of life for its diverse population, provides quality education and employment for its workers, encourages resident participation in community decisions and provides an environment to foster state-wide leadership.*

**2013 COMPREHENSIVE PLAN** The proposed text amendment is in compliance with the 2013 Comprehensive Plan.

Chapter	Page No.	Item	Summary
10	130	Policy 10.2	TO ALLOW FLEXIBILITY AND A WIDE RANGE OF CREATIVE SOLUTIONS IN RESIDENTIAL AND MIXED USE LAND DEVELOPMENT WITHIN THE URBAN SERVICE BOUNDARY.

<b>2013 COMPREHENSIVE PLAN</b> The proposed text amendment is in compliance with the 2013 Comprehensive Plan.			
10	131	Policy 10.3	TO FACILITATE RESIDENTIAL DEVELOPMENTS OF VARIOUS TYPES AND DENSITIES THAT ARE APPROPRIATELY LOCATED IN RELATION TO SITE CONDITIONS, SURROUNDING LAND USES, AND CAPACITY OF PUBLIC FACILITIES AND TRANSPORTATION SYSTEMS.
10	137	Policy 10.10	TO ENCOURAGE SMALL-SCALE NEIGHBORHOOD CONVENIENCE COMMERCIAL USES IN APPROPRIATE AREAS IN NEW NEIGHBORHOODS AND WITH APPROPRIATE OPERATING MEASURES WITHIN EXISTING NEIGHBORHOODS.
10	140	Policy 10.13	TO PROVIDE FOR AND ENCOURAGE MIXED USE DEVELOPMENT THAT INTEGRATES RESIDENTIAL, RETAIL AND OFFICE USE IN DOWNTOWN AREAS, SHOPPING CENTERS, ALONG TRANSIT CORRIDORS, AND IN OTHER SUITABLE AREAS

<b>2016 HOUSING ACTION PLAN</b> The proposed text amendment complies with the 2016 Housing Action Plan			
Chapter	Page No.	Item	Summary
Part 2, Solutions	47	Implementation	Re-zone D18 zoning district to Mixed-Use.
Part 2, Solutions	48	Implementation	Evaluate other areas that need to be "up-zoned" – either areas that would be appropriate for greater residential density or switched from residential only to mixed-use areas.
Part 2, Solutions	48	Implementation	Adjust the language in the zoning ordinance to "require" there be both housing and commercial uses in mixed-use zoning districts.

## **PUBLIC COMMENTS**

A series of public meetings were held in Auke Bay. Staff received over 20 comments in person, on comment cards, and by email. These meetings were publicly noticed on the CBJ calendar. Ad Hoc Committee meetings were also open to the public. No public testimony was taken and attendees were encouraged to submit written comments to staff following. The Planning Commission took public comment on the proposed zoning districts at a Committee of the Whole meeting dated December 15, 2020. The majority of the comments received at that meeting were related to the boundaries of the proposed zoning and not the recommended features of the zoning districts. When a re-zone request is initiated a public meeting in the neighborhood where the re-zone request is located will be held and borough-wide public notice will be given for a public hearing.

## **FINDINGS**

### ***1. Does the proposed text amendment comply with the Comprehensive Plan and other adopted plans?***

**Analysis:** The proposed text amendment is generally consistent with the overall vision of the 2013 Comprehensive Plan and the 2016 Housing Action Plan.

**Finding: Yes.** The proposed text amendment conforms to the 2013 Comprehensive Plan and the 2016 Housing Action Plan.

**2. Does the proposed text amendment comply with Title 49 – Land Use Code?**

**Analysis:** The proposed text amendment was drafted with the purpose and intent of Title 49 taken into account. If approved as drafted, it will be consistent with other adopted zoning districts in CBJ 49.25.

**Finding: Yes.** The proposed text amendment conforms to the purpose and intent of Title 49 land use code. Additionally, the proposed text amendment does not create any inconsistencies within the code.

**RECOMMENDATION**

Staff recommends the Planning Commission adopt the Director's analysis and findings, and make a recommendation to the Assembly to APPROVE the proposed text amendment to adopt the Neighborhood Commercial (NC) and Mixed Use 3 (MU3) zoning districts.

**STAFF REPORT ATTACHMENTS**

Item	Description
Attachment A	Draft Ordinance

Presented by: The Manager  
Introduced:  
Drafted by:

**DRAFT**

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

**Serial No. 2021-XX**

**An Ordinance Amending the Land Use Code to Create a Mixed Use 3 (MU3) Zoning District, a Neighborhood Commercial (NC) Zoning District.**

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 49.25 Zoning Districts to read:

**Chapter 49.25 – ZONING DISTRICTS**

**ARTICLE II. ZONING DISTRICTS**

**49.25.220 Mixed use districts.**

(c) The MU3, mixed use 3 district, is intended to place a greater emphasis on the integration of small-scale commercial uses within high-density residential structures. Flexible setback regulations are deliberate to promote cohesive neighborhoods and encourage the development of pedestrian-oriented buildings.

**49.25.230 Commercial districts.**

(c) The NC, neighborhood commercial district, is intended to encourage the development of lively, mixed-use neighborhoods that are compact and walkable. Greater emphasis is placed upon medium density residential as the primary use with neighborhood-scale commercial activity that

is less intensive than that permitted in the light commercial, general commercial and mixed use zoning districts. Neighborhood Commercial zoning districts are primarily used as a buffer between commercial and mixed use zoning districts and single-family and lower density multi-family residential zoning districts.

Presented by: The Manager  
Introduced:  
Drafted by:

**DRAFT**

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

**Serial No. 2021-XX**

**An Ordinance Amending the Land Use Code to Create a Mixed Use 3 (MU3) Zoning District, a Neighborhood Commercial (NC) Zoning District.**

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1  
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3 zoning districts. Neighborhood Commercial zoning districts are primarily used as a buffer  
4 between commercial and mixed use zoning districts and single-family and lower density multi-  
5 family residential zoning districts.  
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## ARTICLE III. TABLE OF PERMISSIBLE USES

### 49.25.300 TABLE OF PERMISSIBLE USES

		Zones																
	Use Description	RR	D-1	D-3	D-5	D-10 SF	D-10	D-15	D-18	LC	GC	MU	MU2	WC	WI	I	NC	MU3
1.000	RESIDENTIAL																	
1.100	Single-family dwellings																	
1.110	Single-family detached, one dwelling per lot	1	1	1	1	1	1	1	1	1	1	1	1	1	1 <sup>A</sup>	1 <sup>A</sup>		
1.120	Single-family detached, two dwellings per lot	1	1	1														
1.130	Single-family detached, accessory apartment <sup>x</sup>	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3				
1.140	Single-family detached, two dwellings per lot, accessory apartments <sup>x</sup>	1, 3	1, 3	1, 3														
1.200	Duplex	1	1	1	1		1	1	1	1	1	1	1	1				
1.300	Multifamily dwellings						1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	3			1, 3	1, 3
1.500	Child and Day care homes																	



1	1.510	Child; 12 or fewer children under the age of 12	1	1	1	1	1	1	1	1	1	1	1	1				1	1
2	1.520	Reserved																	
3	1.530	Adult; 12 or fewer people, 12 years and older	1	1	1	1	1	1	1	1	1	1	1	1				1	1
4	1.540	Reserved																	
5	1.550	Child care residence, 6 to 9 children under 18 years of age		3	3	3	3	3	3	3	3	3	3	3				3	3
6	1.600	Miscellaneous, rooms for rent situations																	
7	1.610	Rooming, boarding houses, bed and breakfasts, single room occupancies with shared facilities, transitional housing, and temporary residences. Owner or manager must live on site.	3	3	3	3	3	1, 3	1, 3	1, 3	1, 3	1, 3	1	1	3 <sup>N</sup>			1, 3	1,3
8	1.620	Hotels, motels	3					-	-		1, 3	1, 3	1, 3	1, 3	3 <sup>N</sup>	3 <sup>N</sup>		1, 3	1, 3
9	1.630	Single room occupancies with private facilities						1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3			1, 3	1,3
10	1.700	Home occupations	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
11	1.800	Mobile homes																	

	1.810	Residential mobile homes on individual lots <sup>E</sup>	3	3	3														
	1.815	Caretakers mobile homes on individual lots <sup>E</sup>	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3		
	1.820	Mobile home parks <sup>E</sup>				3	3	3	3	3	3								
	1.830	Mobile home subdivision <sup>E</sup>				3	3	3	3	3	3								
	1.840	Recreational vehicle parks <sup>F</sup>	3 <sup>F</sup>	3 <sup>F</sup>	3 <sup>F</sup>														
1.900	Common wall development																		
	1.910	Two dwelling units				1	1	1	1	1									
	1.911	Accessory apartments <sup>X</sup>	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3			1,3	1,3
	1.920	Three or more dwelling units				1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3					1, 3	1,3
	1.930	Two dwelling unit structures allowed under special density considerations, subsections 49.25.510(h)			3	3	3	3	3	3	3			3					
2.000	SALES AND RENTAL GOODS, MERCHANDISE OR EQUIPMENT <sup>G</sup>																		
2.100	With less than 5,000 square feet and less than 20 percent of the gross floor area of outside merchandising of goods																		

	2.110	<i>Reserved</i>																
	2.120	Miscellaneous								1	1	1	1	3 <sup>N</sup>	3 <sup>N</sup>	3	1	1
	2.130	Marine merchandise and equipment	3 <sup>T</sup>							1, 3	1, 3	1, 3	1, 3	1, 3	3 <sup>N</sup>	3	1	1
	2.200	Storage and display of goods with greater or equal to 5,000 square feet and/or 20 percent of the gross floor area of outside merchandising of goods								1, 3	1, 3	1, 3	1, 3	3 <sup>N</sup>	3 <sup>N</sup>	3		
	2.300	Marijuana retail store	3							3	3	3	3	3	3	3		3
	3.000	PROFESSIONAL OFFICE, CLERICAL, RESEARCH, REAL ESTATE, OTHER OFFICE SERVICES <sup>G</sup>																
	3.050	Offices of not more than 1,000 square feet		3	3	3	3	3	3	3	1	1	1	1	1 <sup>N</sup>		1	1
	3.100	Offices greater than 1,000 but not more than 2,500 square feet					3	3	3	1	1	1	1	3 <sup>N</sup>			1	1
	3.200	<i>Reserved</i>																
	3.300	Research, laboratory uses	3 <sup>T</sup>							1, 3	1, 3	1, 3	1, 3	1 <sup>N</sup>	1 <sup>N</sup>	1, 3		1, 3
	3.400	Offices greater than 2,500 square feet								1, 3	1, 3	1, 3	1, 3	1 <sup>N</sup>		3 <sup>S</sup>	1, 3	1, 3
	3.500	Marijuana testing facility	3							3	3	3	3			3		
	4.000	MANUFACTURING, PROCESSING, CREATING, REPAIRING, RENOVATING, PAINTING, CLEANING, ASSEMBLING OF GOODS <sup>G</sup>																

4.050	Light manufacturing	3 <sup>T</sup>						3	3	1, 3	1, 3	1, 3	1, 3	1 <sup>N</sup> ,	1 <sup>N</sup> ,	1, 3	1,3	1,3
4.070	Medium manufacturing	3 <sup>T</sup>								3	3	3	3 <sup>N</sup>	1 <sup>N</sup> ,	1, 3			
4.100	Heavy manufacturing	3 <sup>T</sup>	3 <sup>Q</sup>												3 <sup>N</sup>	3		
4.150	Rock crusher	3 <sup>T</sup>	1 <sup>Q</sup>	1 <sup>Q</sup>											3 <sup>N</sup>	3		
4.200	Storage of explosives and ammunition	3													3 <sup>N</sup>	3		
4.210	Seafood processing	3 <sup>T</sup>												3	1, 3	1, 3		
4.220	Marijuana product manufacturing facility	3 <sup>AC</sup>								3	3					3		
5.000	EDUCATIONAL, CULTURAL, RELIGIOUS, PHILANTHROPIC, SOCIAL, FRATERNAL USES																	
5.100	Schools																	
5.110	Elementary and secondary schools including associated grounds and other facilities		3	3	3	3	3	3	3	3	3	3	3				3	3
5.120	Trade, vocational schools, commercial schools	3 <sup>T</sup>								3	3	3	3	3 <sup>N</sup>	3 <sup>N</sup>	3		3
5.130	Colleges, universities	3 <sup>T</sup>	3	3	3	3	3	3	3	3	3	3	3	3 <sup>N</sup>	3 <sup>N</sup>	3	3	3
5.200	Churches, synagogues, temples	3 <sup>T</sup>	3	3	3	3	3	3	3	1, 3	1, 3	1, 3	1, 3	1 <sup>N</sup> ,	3 <sup>N</sup>	1, 3	3	3
5.300	Libraries, museums, art galleries	3 <sup>T</sup>	3	3	3	3	3	3	3	1, 3	1, 3	1, 3	1, 3	3 <sup>N</sup>			1,3	1,3

5.400	Social, fraternal clubs, lodges, union halls, yacht clubs	3 <sup>T</sup>					-	-		1, 3	1, 3	1, 3	1, 3	1 <sup>N</sup> , 3 <sup>N</sup>	1, 3	1, 3	1, 3
6.000	RECREATION, AMUSEMENT, ENTERTAINMENT																
6.100	Indoor activity conducted entirely within building or substantial structure																
6.110	Bowling alleys, billiard, pool halls						-	-		1, 3	1, 3	1, 3	1, 3			3	1, 3
6.120	Tennis, racquetball, squash courts, skating rinks, exercise facilities, swimming pools, archery ranges				3	3	3	3	3	1, 3	1, 3	1, 3	1, 3			3	1, 3
6.130	Theaters seating for 200 or fewer	3 <sup>T</sup>					-	3	3	1	1	1	1	3 <sup>N</sup>		3	1, 3
6.135	Theaters seating from 201 to 1,000						-	-		3	1	1	1	3 <sup>N</sup>		3	1, 3
6.140	Coliseums, stadiums, and other facilities in the 6.100 classification seating more than 1,000 people										3	3	3	3 <sup>N</sup>			
6.150	Indoor shooting range	1, 3									3					3	
6.200	Outdoor activity conducted outside enclosed buildings or structures																

	6.210	Recreational facilities such as golf, country clubs, swimming, tennis courts not constructed pursuant to a permit authorizing the construction of a school	3	3	3	3	3	3	3	3	3	1, 3			3 <sup>N</sup>		3	1,3	1,3
	6.220	Miniature golf courses, skateboard parks, water slides, batting cages	3	3	3	3	3	3	3	3	3	1, 3	3	3	3 <sup>N</sup>		3	1,3	1,3
	6.240	Automobile, motorcycle racing tracks; off-highway vehicle parks	3									3					3		
	6.250	<i>Reserved</i>																	
	6.260	Open space	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	6.262	Parks with improved facilities, not approved in conjunction with a major subdivision																	
	6.264	Capacity for up to 20 people <sup>w</sup>	1 <sup>T</sup>	1	1	1	1	1	1	1	1	1	1	1	1	3 <sup>N</sup>		1	1
	6.266	Capacity for more than 20 people <sup>w</sup>	3 <sup>T</sup>	3	3	3	3	3	3	3	3	3	3	3	3 <sup>N</sup>	3 <sup>N</sup>		3	3
	6.270	Aerial conveyances and appurtenant facilities	3	3	3	3	3	3	3	3	3	3	3	3	3 <sup>N</sup>	3 <sup>N</sup>	3	3	3

	6.280	Shooting ranges	3														3			
7.000	INSTITUTIONAL DAY OR RESIDENTIAL CARE, HEALTH CARE FACILITIES, CORRECTIONAL FACILITIES																			
7.100	Hospital									3	3	3	3							
7.150	Health care clinics, other medical treatment facilities providing out-patient care							3	3	1, 3	1, 3	1, 3	1, 3					1,3	1,3	
7.200	Assisted living		3	3	3	3	3	3	3	3	1, 3	1, 3	1, 3					1,3	1,3	
7.300	Day care centers						3	3	3	1, 3	1, 3	1, 3	1, 3					1,3	1,3	
7.310	Child care centers	3	3	3	3	3	3	3	3	1, 3	1, 3	1, 3	1, 3					1,3	1,3	
7.500	Correctional facilities	3	3	3	3	3	3	3	3	3	3	3	3							
7.600	Sobering centers									3	3	3	3							
8.000	RESTAURANTS, BARS, NIGHTCLUBS																			
8.050	Small restaurants, less than 1,000 ft <sup>2</sup> without drive through service	3 <sup>T</sup>					3	3	3	1	1	1	1	1 <sup>N</sup>		3	1	1		
8.100	Restaurants, bars without drive through service	3 <sup>T</sup>								1, 3	1	1, 3	1, 3	1 <sup>N</sup> , 3 <sup>N</sup>	3	3	1,3	1,3		
8.200	Restaurants, coffee stands with drive through service									1, 3	1		3	1 <sup>N</sup> , 3 <sup>N</sup>	3					

8.300	Seasonal open air food service without drive through	3								1, 3	1	1, 3	1, 3	1 <sup>N</sup> ,	3 <sup>N</sup>		1,3	1,3
9.000	BOAT OR MOTOR VEHICLE, SALES AND SERVICE OPERATIONS																	
9.050	Motor vehicle, mobile home sale or rental									1, 3	1, 3	3	3				1, 3	
9.100	Motor vehicle repair and maintenance, including body work										3						1	
9.200	Automotive fuel station	3 <sup>T</sup>								3	1						1	
9.300	Car wash									3	1						1	
9.400	Boat sales or rental	3 <sup>T</sup>								3	1			1	1	1		
9.450	Boat repairs and maintenance	3 <sup>T</sup>									3			1	1	1		
9.500	Marine fuel, water sanitation	3 <sup>T</sup>												1, 3	1, 3	1, 3		
9.600	Marine commercial facilities including fisheries support, commercial freight, passenger traffic	3												3	3			
10.000	STORAGE, PARKING, MOORAGE																	
10.100	Automobile parking garages or parking lots not related to a principal use on the lot									3	1	1, 3	1, 3				1	1, 3



10.200	Storage and handling of goods not related to sale or use of those goods on the same lot on which they are stored																	
10.210	All storage within completely enclosed structures	1, 3	3							3	1	1 <sup>U</sup> , 1 <sup>U</sup> , 3	1 <sup>N</sup> , 1 <sup>N</sup>	1				
10.220	General storage inside or outside enclosed structures	1, 3	3								1, 3			1 <sup>N</sup> , 1 <sup>N</sup>	1			
10.230	Snow storage basin																	
10.232	Neighborhood, less than ½ acre	3	3	3 <sup>Z</sup>	3 <sup>Z</sup>	3 <sup>Z</sup>	3 <sup>Z</sup>	3 <sup>Z</sup>	3 <sup>Z</sup>	3 <sup>Z</sup>	1			3 <sup>Z</sup>	1	1	3 <sup>Z</sup>	3 <sup>Z</sup>
10.235	Regional, ½ to 1 acre	3	3	3 <sup>Z</sup>						3 <sup>Z</sup>	3			3 <sup>Z</sup>	1	1		
10.237	Area wide, over 1 acre	3	3 <sup>Z</sup>	3 <sup>Z</sup>							3 <sup>Z</sup>				3	3		
10.300	Parking of vehicles or storage of equipment outside enclosed structures where they are owned and used by the user of the lot and parking and storage is more than a minor and incidental use of the lot	1, 3	3								1, 3			1 <sup>N</sup> , 1 <sup>N</sup>	1			
10.400	Temporary contractor's storage connected with construction project off-site for a specified period of time	1, 3	3	3	3	3	3	3	3	3	1, 3	3	3	3	1 <sup>N</sup>	1	3	3
10.500	Moorage																	

	10.510	Public, commercial	3	3	3						3	3	3	3	1, 3	1, 3	1, 3	1,3	1,3
	10.520	Private	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1,3	1,3
	10.600	Floating structures supporting seasonal, commercial recreation	3	3	3										3	3		3	3
	11.000	MATERIALS SALVAGE YARDS, WASTE MANAGEMENT																	
	11.100	Recycling operations																	
	11.110	Enclosed collection structures <sup>c</sup> of less than 80 square feet total and less than six feet in height	1 <sup>P</sup>	1 <sup>P</sup>	1 <sup>P</sup>	1 <sup>P</sup>	1 <sup>P</sup>	1 <sup>P</sup>	1 <sup>P</sup>	1 <sup>P</sup>	1	1	1 <sup>P</sup>	1 <sup>P</sup>	1	1	1	1 <sup>P</sup>	1 <sup>P</sup>
	11.120	Enclosed structures for recyclable materials collection	1 <sup>P</sup> , 1 <sup>P</sup> , 1 <sup>P</sup> , 1 <sup>P</sup> , 1 <sup>P</sup> , 3	1 <sup>P</sup> , 3	1 <sup>P</sup> , 3	1 <sup>P</sup> , 3	1 <sup>P</sup> , 3	1 <sup>P</sup> , 3	1 <sup>P</sup> , 3	1 <sup>P</sup> , 3	1 <sup>P</sup> , 3	1 <sup>P</sup> , 3	3	3	1	1	1 <sup>P</sup>	3 <sup>P</sup>	3 <sup>P</sup>
	11.130	Sorting, storage, preparation for shipment occurring outside an enclosed structure														1 <sup>N</sup>	1		
	11.200	Reclamation landfill not associated with a specific use	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	3 <sup>N</sup>	3 <sup>N</sup>	1, 3		
	11.300	Sanitary landfill	3														3		
	12.000	SERVICES AND ENTERPRISES RELATED TO ANIMALS																	
	12.100	Veterinary clinic	3	3	3						3	1, 3	3	3	1 <sup>N</sup> , 1 <sup>N</sup> , 1	1	3	3	

12.200	Kennel		3	3						3	3					1, 3			
12.250	Day animal services, grooming, walking, day care		3	3	3	3	3				3	3	3	3			1, 3	1,3	1,3
12.300	Zoos, aquaria, or wild animal rehabilitation facilities with a visitor component		3	3							3	3		3	3 <sup>N</sup>		3		
12.310	Wild animal rehabilitation facilities without a visitor component		3	3	3	3					3	3			3 <sup>N</sup>		3		
12.400	Horseback riding stables, dog team yards		3	3							3	3					3		
13.000	EMERGENCY SERVICES																		
13.100	Fire, police, ambulance		3	3	3	3	3	3	3	3	3	3	3	3	3 <sup>N</sup>	3 <sup>N</sup>	1, 3	3	3
14.000	AQUACULTURE, AGRICULTURE, SILVICULTURE, MINING, QUARRYING OPERATIONS, SPRING WATER BOTTLING																		
14.100	Aquaculture		3	3	3						3	3	3	3	1	1	3	1,3	1,3
14.150	Weirs, channels, and other fisheries enhancement		1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1	1	1		
14.200	Commercial agricultural operations																		
	14.210	Excluding farm animals	1, 3	1, 3	3	3	3	3	3	3	3	3					1, 3	3	3
	14.220	Including farm animals <sup>M</sup>	1, 3	3													1, 3		

	14.230	Stabling of farm animals <sup>M</sup>	3	3	3	3					3	3					1, 3		
	14.240	Marijuana cultivation (500 square feet or more under cultivation)	3								3	3					3		
	14.245	Marijuana cultivation (fewer than 500 square feet under cultivation)	3	3 <sup>AB</sup>							3	3					3		
	14.250	Personal use agriculture																	
	14.253	Hens, 6 maximum	1	1	1	1	1	1	3	3	1	1	3	3	1	1	1	1	1
	14.300	Silviculture and timber harvesting <sup>J</sup>	3	3													3		
	14.400	Mining operations	2, 3	3	3										3 <sup>N</sup>	3 <sup>N</sup>	2		
	14.500	Sand and gravel operations <sup>I</sup>	3	3	3						3	3			3 <sup>N</sup>	3 <sup>N</sup>	3		
	14.800	Spring water bottling	3	3			3	3	3	3	3	3					1, 3	3	
	15.000	MISCELLANEOUS PUBLIC AND SEMIPUBLIC FACILITIES																	
	15.100	Post office	3	3	3	3	3	3	3	1, 3	1, 3	1, 3	1, 3	1, 3	3 <sup>N</sup>	3 <sup>N</sup>	1, 3	1, 3	1, 3
	15.200	Airport	3														1, 3		
	15.400	Military reserve, National Guard centers	3	3	3						3	3			3 <sup>N</sup>	3 <sup>N</sup>	3		

15.500	Heliports, helipads		3								3			3 <sup>N</sup>	3 <sup>N</sup>	3				
15.600	Transit facilities																			
	15.610	Transit center			3	3	3	3	3	3	1, 3	1, 3	1, 3	1, 3	3		1, 3	1,3	1, 3	
	15.620	Transit station		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	15.630	Park and ride not associated with transit station	3	3	3	3	3	3	3	3	1	1	3	3			1	3		
15.700	Public works facility		3	3	3	3					3	3					1, 3			
16.000	DRY CLEANER, LAUNDROMAT																			
16.100	Drop off and pickup only, no onsite laundry or dry cleaning process									1, 3	1, 3	1, 3	1, 3	1, 3	1 <sup>N</sup> ,	1 <sup>N</sup> ,	1, 3	1,3	1,3	
16.200	Full service onsite laundry and/or dry cleaning										3	1, 3	3	3	3 <sup>N</sup>	1 <sup>N</sup> ,	1, 3	1,3	1,3	
17.000	UTILITY FACILITIES																			
17.100	Minor		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
17.150	Intermediate		3	3	3	3	3	3	3	3	3	1, 3	3	3	1, 3	1	1	3	3	
17.200	Major		3	3	3	3	3	3	3	3	3	3			3	3	3	3	3	
17.300	Driveways and private roads																			

18.000	TOWERS AND RELATED STRUCTURES																		
18.100 <sup>AA</sup>	Towers and antennas 35 feet or less	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
18.200 <sup>AA</sup>	Towers and antennas 35 to 50 feet	1	3	3	3	3	3	3	3	1	1	1	1	1	1	1	3	3	
18.300 <sup>AA</sup>	Towers and antennas more than 50 feet in height	3	3	3	3	3	3	3	3	3	3	3	3	3	3	1			
18.400	Amateur (ham) radio towers and antennas more than 35 feet in height <sup>R</sup>	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
18.500	Wireless Communication Facilities	See CBJ 49.65, Wireless Communication Facilities																	
19.000	OPEN AIR MARKETS, NURSERIES, GREENHOUSES																		
19.100	Open air markets (farm, craft, flea, and produce)	1, 3	1, 3							1, 3	1		1, 3	1, 3	1 <sup>N</sup> , 1 <sup>N</sup>	1, 3	1, 3	1, 3	
19.200	Nurseries, commercial greenhouses																		
19.210	Retail sales	3	3	3	3	3	3	3	3	1, 3	1		1 <sup>V</sup>	1 <sup>V</sup>			1	1,3	1,3
19.220	Nonretail sales	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1		1 <sup>V</sup>	1 <sup>V</sup>			1		
19.230	Marijuana cultivation (500 square feet or more under cultivation)	3								3	3						3		

	19.240	Marijuana cultivation (fewer than 500 square feet under cultivation)	3	3 <sup>AB</sup>							3	3					3		
20.000	CEMETERY, CREMATORIUM, MORTUARY																		
20.100	Cemetery	1, 3	3	3	3	3	3	3	3	3	3	3							
20.200	Crematorium	3															1, 3		
20.300	Funeral home	3	3	3	3	3	3				1, 3	1	3	3				1,3	1,3
21.000	VISITOR-ORIENTED, RECREATIONAL FACILITIES																		
21.100	Resort, lodge	3	3																
21.200	Campgrounds	1, 3	3																
21.300	Visitor, cultural facilities related to feature the site	3	3				-	-		3	3	3	3	3 <sup>N</sup>			3	3	
22.000	TEMPORARY STRUCTURES ASSOCIATED WITH ONSITE CONSTRUCTION																		
22.100	Temporary structures used in connecting construction	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

## ARTICLE IV. DIMENSIONAL STANDARDS

### 49.25.400 TABLE OF DIMENSIONAL STANDARDS

Zoning Regulations		RR	D-1	D-3	D-5	D-10 SF	D-10	D-15	D-18	MU	MU2	MU3	NC	LC	GC	WC	WI	I
Minimum Lot Size <sup>1</sup>																		
	Permissible Uses	36,000	36,000	12,000	7,000	3,600 <sub>10</sub>	6,000	5,000	5,000	4,000	4,000	3,000	3,000	2,000	2,000	2,000	2,000	2,000
	Bungalow <sup>9</sup>		18,000	6,000	3,500	2,500	3,000	3,000	2,500									
	Duplex	54,000	54,000	18,000	10,500													
	Common Wall Dwelling				7,000	3,600 <sub>10</sub>	5,000	3,500	2,500		2,500							
	Single- family detached, two dwellings per lot	72,000	72,000	24,000														
Minimum lot width		150'	150'	100'	70'	40'	50'	50'	50'	50'	50'	40'	40'	20'	20'	20'	20'	20'



	Bungalow <sup>9</sup>		75'	50'	35'	25'	25'	25'	25'									
	Common wall dwelling				60'	40'	40'	30'	20'		20'							
	Minimum lot depth	150'	150'	100'	85'	85' <sup>10</sup>	85'	80'	80'	80'	80'	None	None	80'	60'	60'	60'	60'
	Maximum lot coverage																	
	Permissible uses	10%	10%	35%	50%	50%	50%	50%	50%	None	80%	75%	None	None	None	None	None	None
	Conditional uses	20%	20%	35%	50%	50%	50%	50%	50%	None	80%			None	None	None	None	None
	Maximum height permissible uses	45'	35'	35'	35'	35'	35'	35'	35'	None	45' <sup>4</sup>	35'	35'	45'	55'	35' <sup>4</sup>	45' <sup>4</sup>	None
	Accessory	45'	25'	25'	25'	25'	25'	25'	25'	None	35'	25'	25'	35'	45'	35' <sup>4</sup>	45' <sup>4</sup>	None
	Bungalow <sup>9</sup>		25'	25'	25'	25'	25'	25'	25'									
	Minimum front yard setback <sup>3</sup>	25'	25'	25'	20'	20' <sup>10</sup>	20'	20'	20'	0'	5' <sup>5,8</sup>	0'	0'	25'	10'	10'	10'	10'
	Maximum front yard setback											20'	15'					
	Minimum street side yard setback	17'	17'	17'	13'	10'	13'	13'	13'	0'	5'	0'	0'	17'	10'	10'	10'	10'
	Maximum street side yard setback											15'	10'					

Minimum rear yard setback <sup>3</sup>	25' <sup>2</sup>	25'	25'	20'	10'	20'	15'	10'	0'	5'	5'	0' <sup>11</sup>	10'	10'	10'	10'	10'
Minimum side yard setback <sup>3</sup>	15' <sup>2</sup>	15'	10'	5'	3'	5'	5'	5'	0'	5'	0'	0' <sup>11</sup>	10'	10'	10'	10'	0'
Common wall dwelling				10' <sup>6</sup>	3'	5' <sup>7</sup>	5' <sup>7</sup>	5' <sup>7</sup>		5' <sup>7</sup>							

Notes:

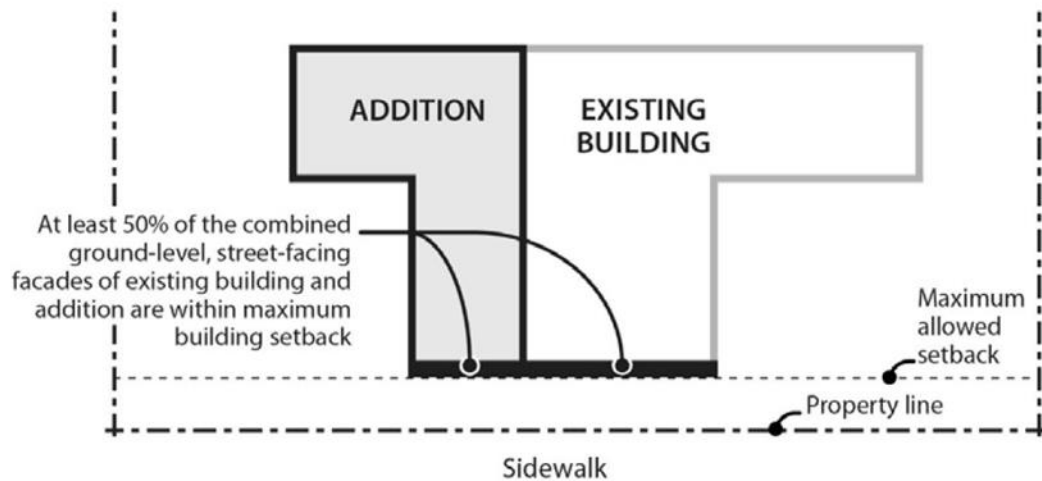
1. Minimum lot size is existing lot or area shown on chart in square feet.
2. Sixty feet between nonresidential and designated or actual residential site; 80 feet between industrial, extractive and other uses.
3. Where one district abuts another the greater of the two setbacks is required for both uses on the common property line.
4. (Height Bonus) Reserved.
5. (Pedestrian Amenities Bonus) Reserved.
6. Zero-foot setback for the portion of the dwelling with a common wall, five-foot setback or five-foot wide easement for the portion of the dwelling at the common lot line without a common wall, and ten-foot setback for the remaining side yards of the lot.
7. Zero-foot setback for the portion of the dwelling with a common wall, five-foot setback or five-foot wide easement for the portion of the dwelling at the common lot line without a common wall, and five-foot setback for the remaining side yards of the lot.
8. On corner lots, buildings shall be set back 15 feet from a street intersection. The area in which buildings shall be prohibited shall be determined by extending the edge of the traveled ways to a point of intersection, then measuring back 15 feet, then connecting the points.
9. Special restrictions apply to construction on bungalow lots. See special use provisions [49.65.600](#).
10. For lots adjacent to an alley, the following reductions to the dimensional standards apply:
  - (a) Minimal lot area includes 50% of adjacent alley (see graphic).
  - (b) Minimal lot depth includes 50% of the width of adjacent alley.
  - (c) Minimum front yard setback of ten feet.
11. Additional setbacks apply when lot abuts a multi-family or single-family residential zoning district.

**49.25.430 Yard setbacks.**

(6) Maintaining building façade continuity. A new building in the NC or MU3 zoning districts shall have a front yard setback and street side yard setback equal to the average front yard setback of the three closest conforming buildings sharing a frontage and within a 150' radius.

(7) Maximum building setback for NC and MU3. At least 50 percent of the length of the ground level, street-facing façade of a new or altered building shall be within the maximum setback for the underlying zoning district. Where there is more than one building on a lot, the maximum standard applies to the combined ground level, street-facing facades of all the buildings.

**Alteration to Existing Building in Conformance with Maximum Setback Standard**



(8) NC and MU3 parcels abutting residential zoning districts. When a building 15 feet or taller in the NC or MU3 zoning district abuts a residential zoning district the following setbacks and landscaping requirements apply:

Height of building wall	Lots abutting a residential zone side lot line	Lots abutting a residential zone rear lot line
15 ft. or less	5 foot setback and landscaping	Underlying zoning district setback, no landscaping
16 – 30 ft.	8 foot setback and landscaping	
31-55 ft.	10 foot setback and landscaping	

## ARTICLE V. DENSITY

### 49.25.500 Density.

The maximum number of dwelling units allowed per acre shall be as provided in the following table:

Zoning District	Maximum Dwelling Units/Acre
RR	Density determined by minimum lot size in section 49.25.400 and special density requirements in section 49.25.510.
D-1	Density determined by minimum lot size in section 49.25.400 and special density requirements in section 49.25.510.
D-3	Density determined by minimum lot size in section 49.25.400 and special density requirements in section 49.25.510.
D-5	Density determined by minimum lot size in section 49.25.400 and special density requirements in section 49.25.510.
D-10	10 units per acre

D-10 SF	Density determined by minimum lot size in section 49.25.400 and special density requirements in section 49.25.510.
D-15	15 units per acre
D-18	18 units per acre
MU	No maximum density
MU2	80 units per acre
<b>MU3</b>	<b>30 units per acre</b>
<b>NC</b>	<b>15 units per acre</b>
LC	30 units per acre
GC	50 units per acre
WC	18 units per acre

### **Section 3. Amendment of chapter. Chapter 49.50 Parks, Open Space and Vegetative**

#### **Cover to read:**

#### **CHAPTER 49.50 PARKS, OPEN SPACE AND VEGETATIVE COVER**

#### **Article III. – Vegetative Cover**

#### **49.50.300 Minimum vegetative cover.**

A minimum percent by area of each development site shall be maintained with live vegetative cover according to the following table. In the event of a conflict between district and area standards, the greater shall apply.

Zoning District	Percentage of Lot in Vegetation
D-1, D-3, and D-5, residential districts	20
D-10 SF residential districts	15
D-10, D-15, and D-18 multifamily residential districts	30
MU2, mixed use district	5
<b>MU3, mixed use district</b>	<b>10</b>
<b>NC, neighborhood commercial district</b>	<b>25</b>
LC, light commercial district	15
GC, general commercial district	10
WC, waterfront commercial district	10
WI, waterfront industrial district	5
I, industrial district	5
Convenience store, outside a commercial district	20

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

Attest:

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

# AME2020-0001

A text amendment to Title 49  
proposing new zoning districts:  
Neighborhood Commercial (NC)  
and  
Mixed Use 3 (MU3)

Staff Recommendation: Forward the proposed text amendment with a recommendation of APPROVAL to the Assembly.

Planning Commission Special Meeting – June 22, 2021



## AME2020-0001 – Why new zoning districts?

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- Current multi-family zoning districts exclude many small scale commercial uses that households frequent on a daily basis.
- Current commercial zoning districts include many uses that may not be suitable near residential areas.
- Maximum densities allow for a single family dwelling unit in commercial and multi-family zoning districts where CBJ has invested the most in public infrastructure.
- The proposed zoning districts better comply with Comp. Plan land use designations.

## AME2020-0001 – Why new zoning districts?

	<b>GC</b>	<b>LC</b>		<b>D18</b>	<b>D15</b>	<b>D10</b>	<b>D5</b>
Density	50 units per acre	30 units per acre		18 units per acre	15 units per acre	10 units per acre	5 units per acre
Height	55 ft. / 45 ft.	45 ft. / 35 ft.		35 ft. / 25 ft.	35 ft. / 25 ft.	35 ft. / 25 ft.	35 ft. / 25 ft.
Lot Coverage	No max lot coverage	No max lot coverage		50%	50%	50%	50%
Lot Size	2,000 sq. ft.	2,000 sq. ft.		5,000 sq. ft.	5,000 sq. ft.	6,000 sq. ft.	7,000 sq. ft.
Min. Setbacks	10' / 10' / 10'	25' / 10' / 10'		20' / 10' / 5'	20' / 15' / 5'	20' / 20' / 5'	20' / 20' / 5'
<b>Permissible Commercial Uses</b>	<b>Retail over 5,000 sq. ft.; Medium mfg.; auto/motorcycle racetrack; outdoor storage; commercial ag. including farm animals; sand &amp; gravel operations; heliports</b>	<b>Retail over 5,000 sq. ft.; seafood processing; commercial agriculture including farm animals; sand and gravel operations</b>	<b>Commercial Uses Not Allowed</b>	<b>Restaurants over 1,000 sq.ft.; Coffee stand; social/fraternal lodges; retail of any size; open air food service; Vet clinic; Day animal services; Open air markets</b>	<b>Dry cleaners</b>	<b>Dry cleaners</b>	<b>Restaurants; Dry cleaners Day Animal Services are allowed in D5 with a Conditional Use Permit</b>

## Background and Public Process

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How did CBJ come up with NC and MU3?

- Ad Hoc Committee formed in 2018. Held 18 public meetings.
- Three Committee of the Whole meetings.
  - March 10, 2020
  - November 17, 2020
  - December 15, 2020

## MU3 Purpose Statement

Mixed Use 3 (MU3) – intended to place a greater emphasis on the integration of small-scale commercial uses within high - density residential structures. Flexible setback regulations are deliberate to promote cohesive neighborhoods and encourage the development of pedestrian-oriented buildings.

## MU3 - Breaking down the Purpose Statement

### Small-scale commercial -

- New retail less than 5,000 square feet allowed with a building permit.
- New single-use commercial structures with retail greater than 5,000 square feet will not be allowed.

### High-density residential -

- Density maximum of 30 dwelling units per acre. Density minimum of three dwelling units per residential lot.
- New commercial buildings must have at least one associated dwelling unit.
- New detached single-family homes will not be allowed.

## MU3 - Breaking down the Purpose Statement

### Flexible Setbacks –

- Front yard setbacks can range from 0' to 20'.
- Street side yard setbacks can range from 0' to 15'.

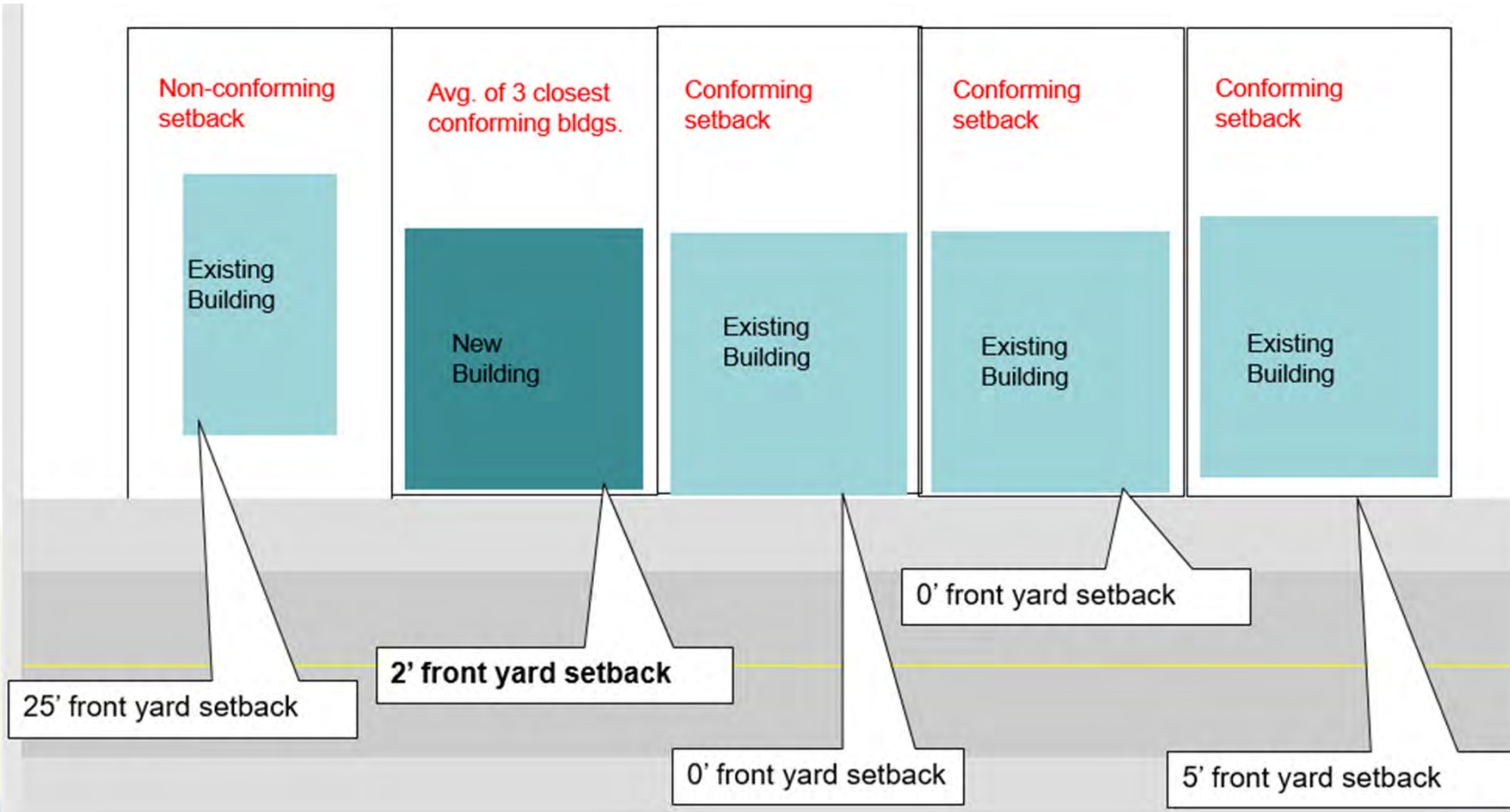
### Cohesive neighborhoods -

- New buildings must have equal front and street side setbacks as the three closets conforming structures.
- Larger side yard setbacks and landscaping required when structures abut a residential zoning district.

### Pedestrian-oriented buildings –

- Setbacks require structures to be built near the right-of-way.
- Maximum building heights of 35 feet.

# Cohesive Neighborhoods





## NC Purpose Statement

Neighborhood Commercial (NC) – intended to encourage the development of lively, mixed-use neighborhoods that are compact and walkable. Greater emphasis placed upon medium-density residential as the primary use with neighborhood-scale commercial activity that is less intense than existing commercial zoning districts.

Serve as a buffer between commercial and residential zoning districts.



# NC - Breaking down the Purpose Statement

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## Lively, Mixed-Use Neighborhoods –

- Allowing uses that meet residents basic, daily needs (vet clinics and day animal services, small bars and restaurants, plant nurseries, dry cleaners, etc.)

## Compact and walkable –

- Maximum lot coverage of 75% and 0' side yard setbacks encourages structures to be close to one another.
- Minimum lot sizes of 3,000 square feet to encourage infill development.

## Neighborhood-scale commercial

- Marijuana retail sales not allowed.
- Single-use commercial structures with retail greater than 5,000 square feet will not be allowed.

# NC - Breaking down the Purpose Statement

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## Medium density –

- Density maximum of 15 dwelling units per acre. Density minimum of three dwelling units per lot for residential lots.
- New commercial buildings must have at least one associated dwelling unit
- New detached single-family homes will not be allowed.

## Buffer –

- Building height limit of 35 feet matches that of residential zoning districts.
- Side yard setbacks increase to 10 feet and landscaping requirements when NC lots abut a residential zoning district.

# Comprehensive Plan Land Use Designations

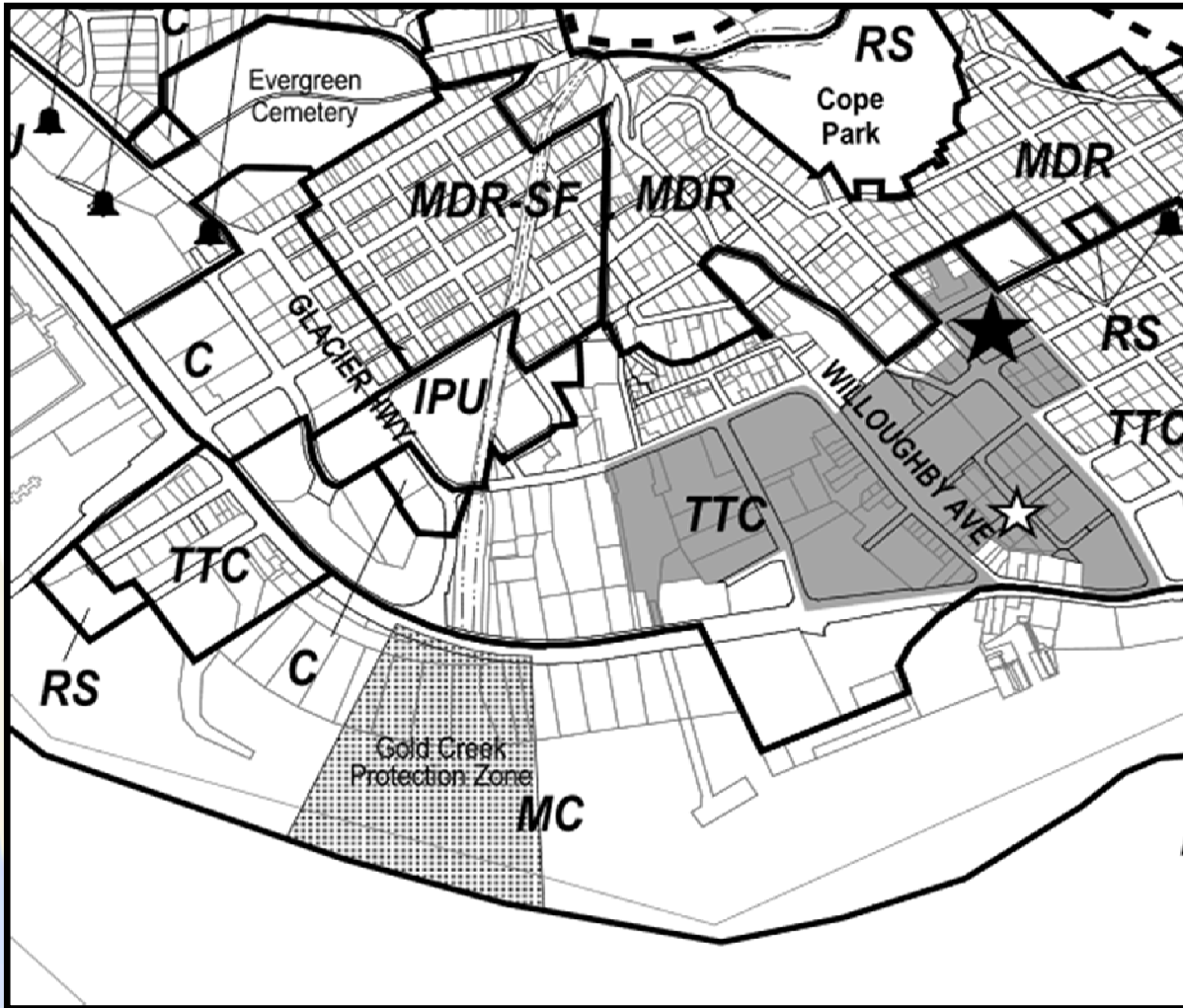
12

**Traditional Town Center (TTC)** – These lands are characterized by high density residential and non-residential land uses in downtown areas and around shopping centers, the University, major employment centers and public transit corridors, as well as other areas suitable for a mixture of retail, office, general commercial, and high density residential uses at densities at 18 or more residential units per acre. Residential and non-residential uses could be combined within a single structure, including off-street parking. Ground floor retail space facing roads with parking behind the retail and housing above would be an appropriate and efficient use of the land.

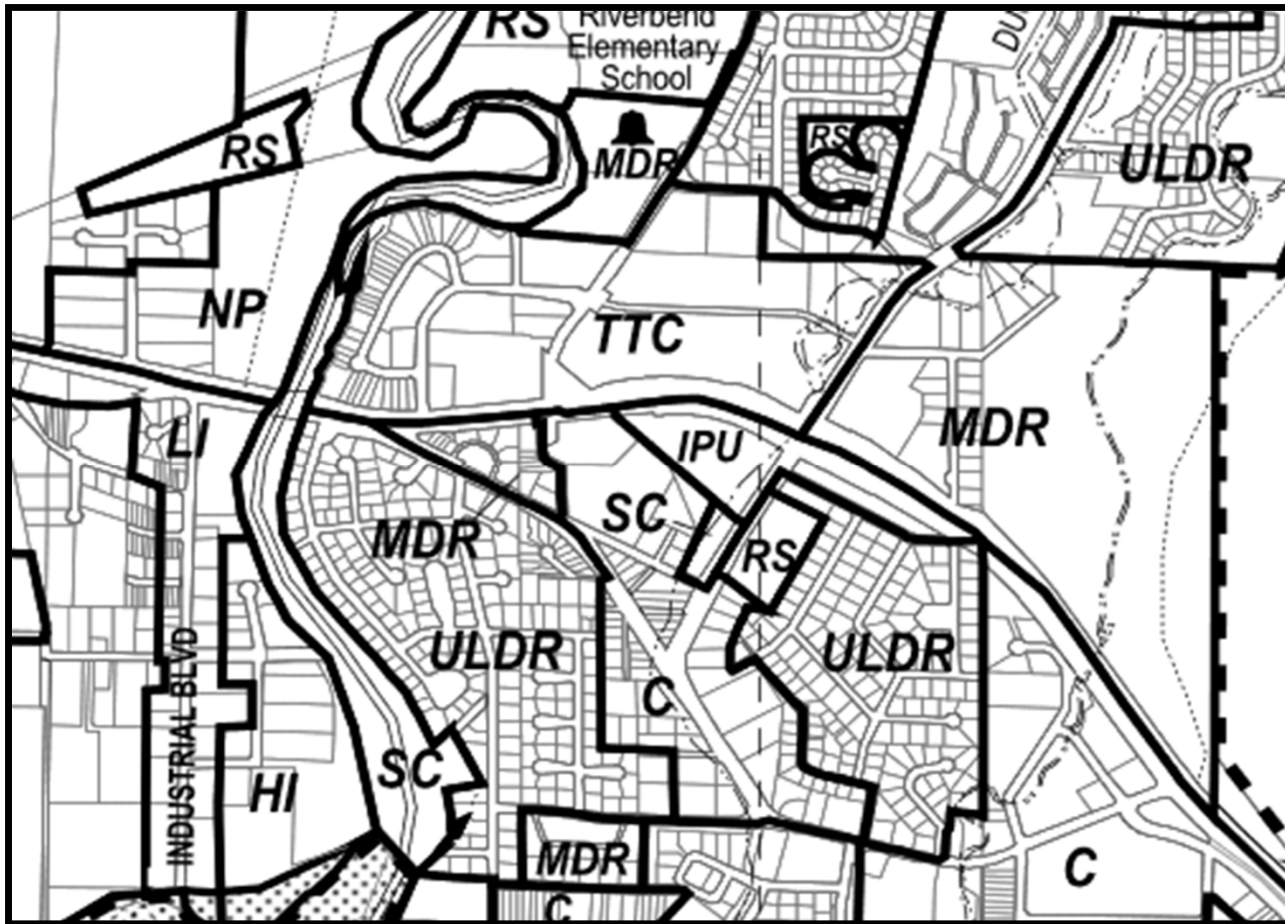
Examples of designated areas:

- Vintage Park / Safeway area
- Overstreet Park area
- Aak'w Village District
- Downtown Douglas

## Traditional Town Center – Aak’w Village, Overstreet Park



## Traditional Town Center – Vintage Park





# Comprehensive Plan Land Use Designations

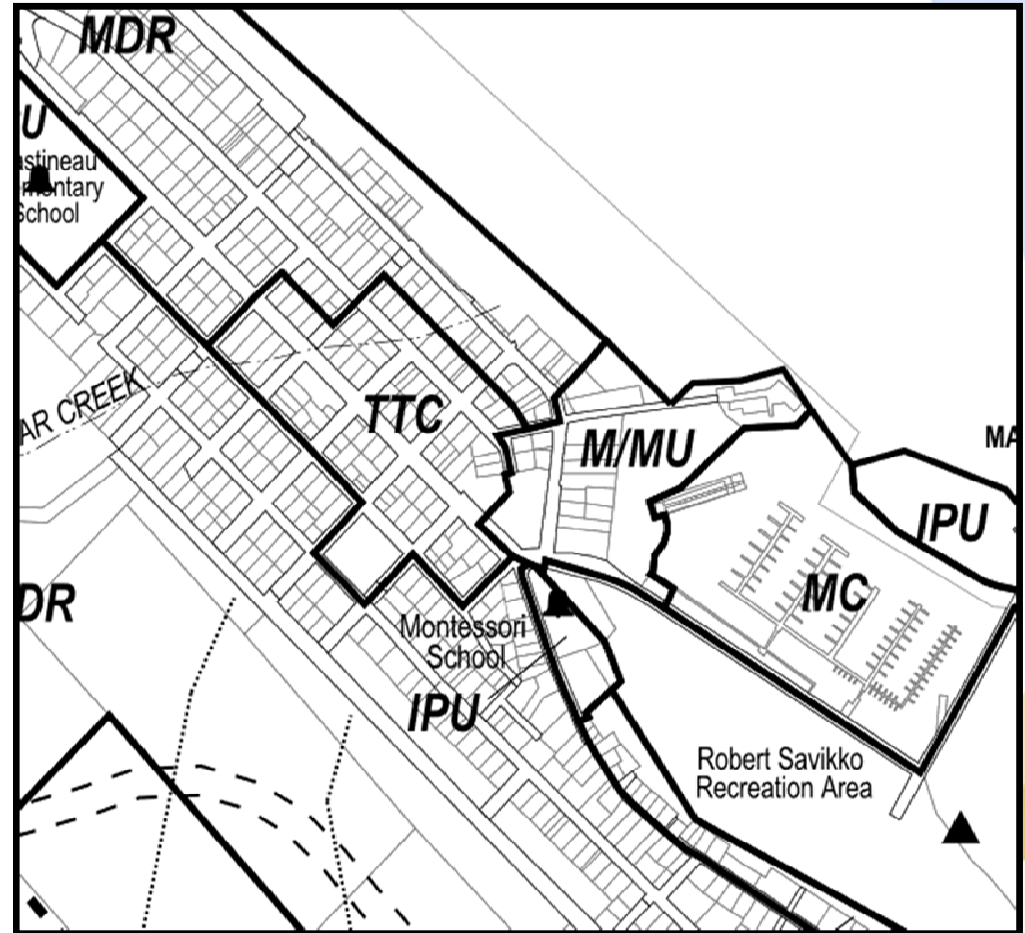
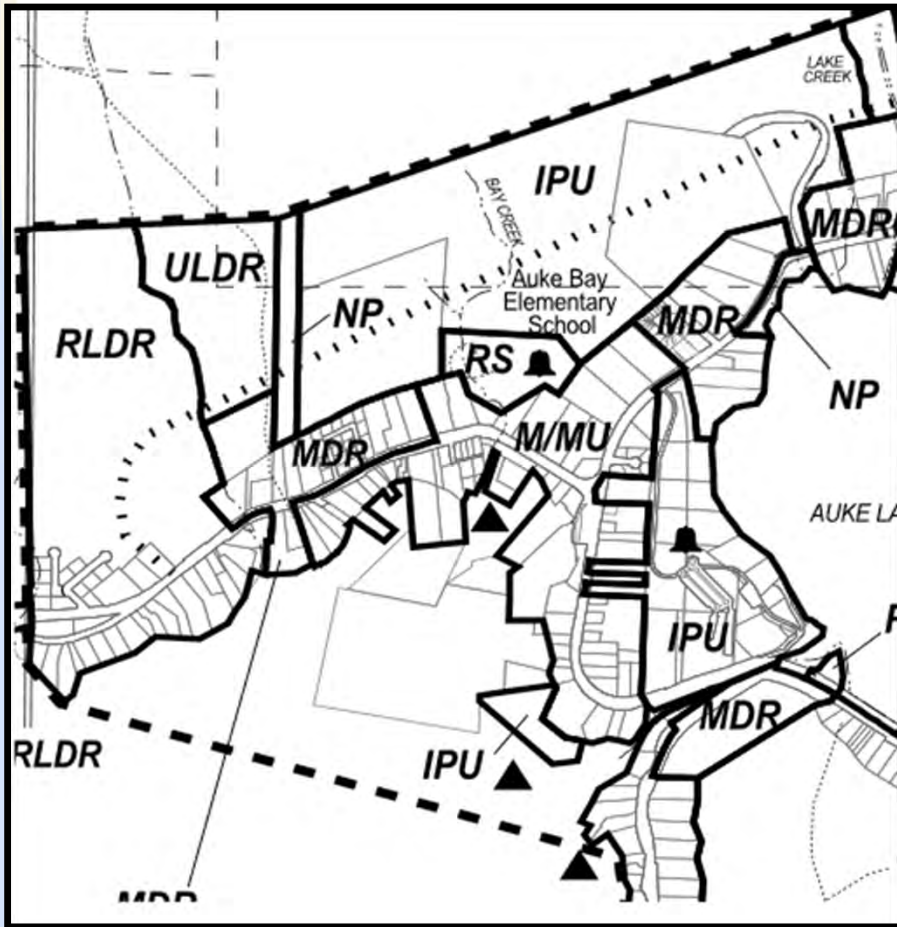
15

**Marine/Mixed Use (M/MU)** – These lands are characterized by high density residential and non-residential land uses in areas in and around harbors and other water-dependent recreational or commercial/industrial areas. Typically, neighborhood-serving and marine-related retail, marine industrial, personal service, food and beverage services, recreational services, transit and transportation services should be allowed and encouraged, as well as medium- and high-density residential uses at densities ranging from 10 to 60 residential units per acre. Ground floor retail space facing roads with parking behind the retail and housing above would be an appropriate and efficient use of the land. Float homes, live-a-boards, and house boats, if necessary services (such as sewer) are provided to berthing locations, are appropriate for these areas.

Examples of designated areas:

- Auke Bay Center
- Downtown Douglas – Bradley Street / Harbor area

## Marine/Mixed Use – Auke Bay Center, Downtown Douglas



# Comprehensive Plan Land Use Designations

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**High Density Residential (HDR)** – These lands are characterized by urban residential lands suitable for new, in-fill or redevelopment housing at high densities ranging from 18 to 60 units per acre. Commercial space may be an element of developments on properties under this designation, as regulated in the Table of Permissible Uses.

**Medium Density Residential (MDR)** – These lands are characterized by urban residential lands for multifamily dwelling units at densities ranging from 5 to 20 units per acre. Any commercial development should be of a scale consistent with a residential neighborhood, as regulated in the Table of Permissible Uses.

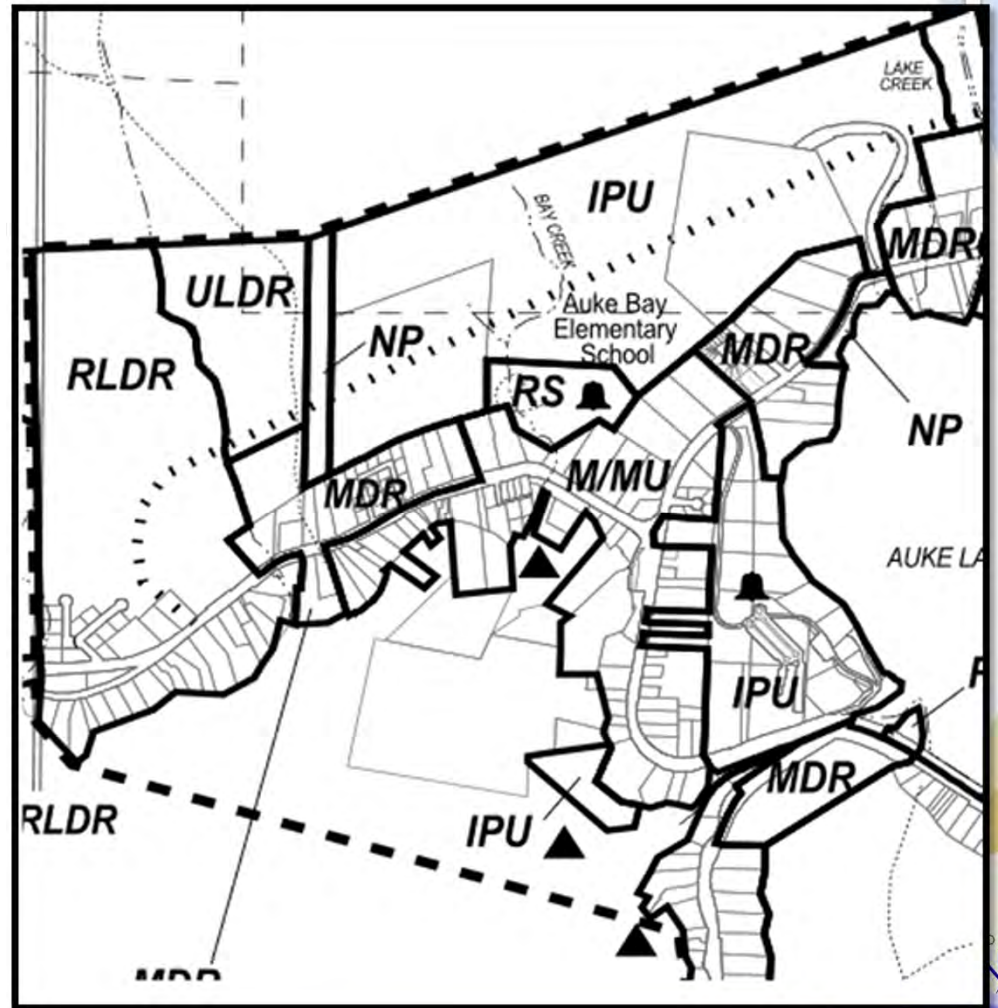
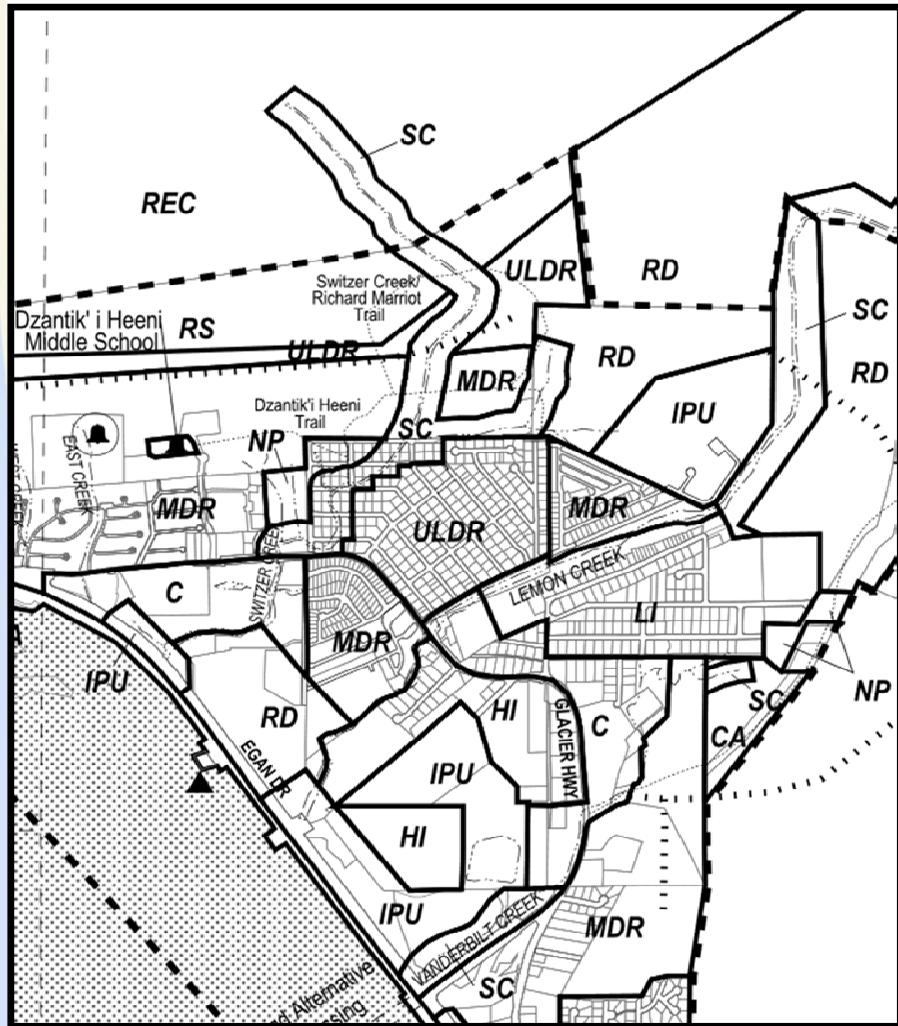
Examples of designated areas:

- Auke Bay Center / UAS campus
- Kodzoff Acres / Cinema Drive area
- Fred Meyer area
- Switzer Creek area
- Vanderbilt Creek / Tamarack Trails area
- Chicken Ridge
- West Juneau



# Medium Density Residential

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# Compliance with Title 49

**49.05.100 - Purpose and intent.** The purpose and Intent of Title 49 Land Use Code is:

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

# Compliance with 2013 Comprehensive Plan

- Policy 10.3 - To facilitate residential developments of various types and densities that are appropriately located in relation to site conditions, surrounding land uses, and capacity of public facilities and transportation systems.
- Policy 10.10 - To encourage small-scale neighborhood convenience commercial uses in appropriate areas in new neighborhoods and with appropriate operating measures within existing neighborhoods.
- Policy 10.13 - To provide for and encourage mixed use development that integrates residential, retail and office use in downtown areas, shopping centers, along transit corridors, and in other suitable areas.

## Compliance with Housing Action Plan

- Part 2, Solutions - Re-zone D18 zoning district to Mixed-Use.
- Part 2, Solutions - Evaluate other areas that need to be "up-zoned" – either areas that would be appropriate for greater residential density or switched from residential only to mixed-use areas.
- Part 2, Solutions - Adjust the language in the zoning ordinance to "require" there be both housing and commercial uses in mixed-use zoning districts.

## Findings

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- The proposed text amendment complies with the 2013 Comprehensive Plan and with Title 49 Land Use Code.

## Recommendation

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- Staff recommends the Planning Commission adopt the Director's analysis and findings, and make a recommendation to the Assembly to **APPROVE** the proposed text amendment to adopt the Neighborhood Commercial (NC) and Mixed Use 3 (MU3) zoning districts.

# QUESTIONS & PUBLIC TESTOMONY

Presented by: The Manager  
Presented: 08/23/2021  
Drafted by: R. Palmer III

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

**Serial No. 2021-35**

**An Ordinance Amending the Land Use Code to Create a Mixed Use 3 (MU3) Zoning District, a Neighborhood Commercial (NC) Zoning District.**

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 49.25 Zoning Districts, is amended to read:

**Chapter 49.25 – ZONING DISTRICTS**

...

**49.25.220 Mixed use districts.**

...

(c) The MU3, mixed use 3 district, is intended to place a greater emphasis on the integration of small-scale commercial uses within high-density residential structures. Flexible setback regulations are deliberate to promote cohesive neighborhoods and encourage the development of pedestrian-oriented buildings.

**49.25.230 Commercial districts.**

...

(c) The NC, neighborhood commercial district, is intended to encourage the development of lively, mixed-use neighborhoods that are compact and walkable. Greater emphasis is placed upon medium density residential as the primary use with neighborhood-scale commercial activity that is less intensive than that permitted in the light commercial, general commercial and mixed use zoning districts. Neighborhood Commercial zoning districts are primarily used as a buffer between commercial and mixed use zoning districts and single-family and lower density multi-family residential zoning districts.

...

**Section 3. Amendment of Table.** CBJ 49.25.300 Table of Permissible Uses, is amended as shown in the attached Exhibit A.

**Section 4. Amendment of Table.** CBJ 49.25.400 Table of Dimensional Standards, is amended as shown the attached Exhibit B.

**Section 5. Amendment of Section.** CBJ 49.25.430 Yard setbacks, is amended to read:

**49.25.430 Yard setbacks.**

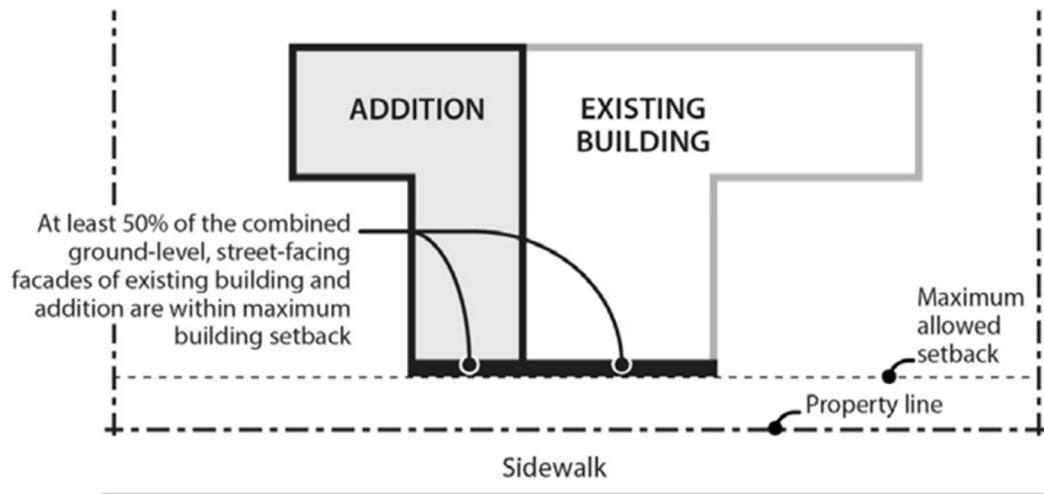
...



(6) Maintaining building façade continuity. A new building in the NC or MU3 zoning districts shall have a front yard setback and street side yard setback equal to the average front yard setback of the three closest conforming buildings sharing a frontage and within a 150' radius.

(7) Maximum building setback for NC and MU3. At least 50 percent of the length of the ground level, street-facing façade of a new or altered building shall be within the maximum setback for the underlying zoning district. Where there is more than one building on a lot, the maximum standard applies to the combined ground level, street-facing facades of all the buildings.

#### Alteration to Existing Building in Conformance with Maximum Setback Standard



(8) NC and MU3 parcels abutting residential zoning districts. When a building 15 feet or taller in the NC or MU3 zoning district abuts a residential zoning district the following setbacks and landscaping requirements apply:

<u>Height of building wall</u>	<u>Lots abutting a residential zone side lot line</u>	<u>Lots abutting a residential zone rear lot line</u>
<u>15 ft. or less</u>	<u>5 foot setback and landscaping</u>	<u>Underlying zoning district setback, no landscaping</u>
<u>16 – 30 ft.</u>	<u>8 foot setback and landscaping</u>	
<u>31-55 ft.</u>	<u>10 foot setback and landscaping</u>	

**Section 6. Amendment of Table.** CBJ 49.25.500 Density, is amended to read:  
**49.25.500 Density.**

The maximum number of dwelling units allowed per acre shall be as provided in the following table:

<u>Zoning District</u>	<u>Maximum Dwelling Units/Acre</u>
RR	Density determined by minimum lot size in section 49.25.400 and special density requirements in section 49.25.510.
D-1	Density determined by minimum lot size in section 49.25.400 and special density requirements in section 49.25.510.
D-3	Density determined by minimum lot size in section 49.25.400 and special density requirements in section 49.25.510.
D-5	Density determined by minimum lot size in section 49.25.400 and special density requirements in section 49.25.510.

D-10	10 units per acre
D-10 SF	Density determined by minimum lot size in section 49.25.400 and special density requirements in section 49.25.510.
D-15	15 units per acre
D-18	18 units per acre
MU	No maximum density
MU2	80 units per acre
<u>MU3</u>	<u>30 units per acre</u>
<u>NC</u>	<u>15 units per acre</u>
LC	30 units per acre
GC	50 units per acre
WC	18 units per acre

...

**Section 7. Amendment of Chapter.** Chapter 49.50 Parks, Open Space and Vegetative Cover, is amended to read:

**Chapter 49.50 – PARKS, OPEN SPACE AND VEGETATIVE COVER**

...

**49.50.300 Minimum vegetative cover.**

A minimum percent by area of each development site shall be maintained with live vegetative cover according to the following table. In the event of a conflict between district and area standards, the greater shall apply.

Zoning District	Percentage of Lot in Vegetation
D-1, D-3, and D-5, residential districts	20
D-10 SF residential districts	15
D-10, D-15, and D-18 multifamily residential districts	30
MU2, mixed use district	5
<u>MU3, mixed use district</u>	<u>10</u>
<u>NC, neighborhood commercial district</u>	<u>25</u>
LC, light commercial district	15
GC, general commercial district	10
WC, waterfront commercial district	10
WI, waterfront industrial district	5
I, industrial district	5
Convenience store, outside a commercial district	20

...

**Section 8. Effective Date.** This ordinance shall be effective 30 days after its adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Attest:

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

# MEMORANDUM



155 S. Seward St. Juneau, Alaska 99801  
 Scott.Ciambor@juneau.org  
 Voice (907) 586-0220  
 Fax (907) 586-5385

Date: August 30, 2021

TO: Maria Gladziszewski, Chair, Lands, Housing, and Economic Development Committee

FROM: Scott Ciambor, Chief Housing Officer *Scott Ciambor*

Re: Accessory Apartment Incentive Grant Update

Dear LHED Committee:

Since 2016, CBJ has operated the CBJ Accessory Apartment Incentive Grant Program that provides \$6000 grants to homeowners that apply *and* receive a certificate of occupancy for a new unit. Program details, application, and a summary of the initial pilot program (2016-17) are located [on the CBJ website](#).

Funding for the program has come from the Juneau Affordable Housing Fund. Initially, \$72,000 was set aside for 12 grants. Upon completion of the pilot program and Assembly review, Ordinance 2017-06(AD) was adopted to set aside an additional \$480,000 for the program in annual \$96,000 installments. The program is set to run through FY23.

## Production

To date, twenty-seven (27) accessory apartment units have been created, received certificates of occupancy, and been awarded \$6000 in funding.

There are currently nineteen (19) projects in the process of utilizing the grant program. One program requirement is to complete construction of the accessory apartment within a 12-month timeframe. However, due to COVID-19 related delays, some projects have been granted extensions. If all of these pending projects are completed, the total accessory apartment units created through the incentive program since 2016 will be forty-six (46).

## *Accessory Apartment Project Types and Estimated Costs*

Community Development data shows that the 27 completed accessory apartments fall into three categories: additions, remodels, and as part of new home construction. Estimated total cost of construction for all of these projects is roughly \$5,990,000.

Total CBJ grant contributions for the accessory apartments were \$162,000. The estimated percentage of costs covered by the grant -- broken down by category -- is in the table below.

Accessory Apartment Project Types (27 total)	% of total costs covered by CBJ grant
Additions (9)	5%
Remodels (14)	17%
New Construction (4)	2%

Of the 19 pending projects, 3 are additions, 13 are remodels, and 3 are part of new construction.

### **Accessory Apartment Use After Receiving Incentive Grant**

The program does not monitor the use of the accessory apartments after the certificate of occupancy and grant funding award to the homeowner. The main goal of the program was to encourage homeowners to utilize grant funding to create a unit on their property and encourage illegal units to come online. Income restrictions, specified use, target vacancy rates, or limits on use as short-term rentals were not included as part of the program.

#### *Accessory Apartment Use as Short-Term Rentals*

Recently, there have been questions about recipients of the incentive grant and the use of the accessory apartments on short-term rental platforms such as Airbnb and VRBO.

Staff consulted with the Sales Tax Office to see if there was a way to identify whether or not the 27 properties had operated, registered or paid sales taxes as part of a short-term rental operation.

Some findings from the effort include:

- Sales tax numbers cannot be disclosed based on CBJ code;
- Matching grant applicant information with business accounts that pay sales tax was tricky and didn't always match up;
- 8 of the 27 units could be confirmed as having been used as a short-term rental at some point; although 4 had closed accounts by 2020;
- 4 of the properties are likely used frequently as short-term rentals based on amount of sales tax generated.

### **Modifications to the Program**

A strength of the program is the minimal administrative burden for getting grant funding to owners developing additional units in the community.

Staff and the Assembly have agreed that the best way to influence creation of new accessory apartments is to signal to the public that this is a stable program that will be in place one to several years out as homeowners consider development of their property.

Policy changes that would require monitoring of long-term use of the accessory apartments after grant award would have to consider the following:

- Staff time/administration of compliance activities; i.e. which department and for how long;
- Mechanism to better track units and use, i.e. licenses or permitting software;
- Penalty considerations for non-compliance; and
- Impact on grantees interest in utilizing the program.




(907) 586-0757  
Jill.Maclean@juneau.org  
www.juneau.org/CDD  
155 S. Seward Street • Juneau, AK 99801

**MEMO**

**To:** Chair Gladziszewski, and Assembly Lands, Housing, and Economic Development Committee

**CC:** Rorie Watt, City Manager  
Robert Barr, Deputy City Manager  
Sherri Layne, City Attorney

**From:** Jill Maclean, Director, AICP 

**Date:** August 27, 2021

**RE: Joint Assembly / Planning Commission Priorities**

Attached, please find memos related to priorities identified at the Joint Assembly / Planning Commission meetings from 2016, 2018, 2019, and 2020.



November 3, 2020

Dear Mayor Weldon, Deputy Mayor Jones, and Assembly Members:

On behalf of the Planning Commission, first let me thank you for your leadership during these difficult times. We are grateful for the manner in which the Assembly has prioritized the safety of our community and continued to advance important priorities even as the global pandemic affects us.

We were looking forward to the annual Assembly-Planning Commission joint session. We value those meetings as opportunities to share priorities and to get feedback from the Assembly about our work. In light of the cancellation of this year's meeting, the Planning Commission scheduled a Committee of the Whole to discuss our work and identify some priorities for the coming year. Our liaison, Assembly member Smith, listened to that discussion.

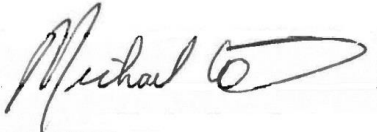
This letter identifies the priorities we discussed at the Committee of the Whole. We are sending it in advance of the Assembly's annual retreat in the hopes that it might be useful to those conversations. In addition, we welcome feedback from the Assembly.

- Comprehensive Plan Revision: The Assembly and Commission have recognized the need to update the Comprehensive Plan. We understand the budget realities that led to delay for this year. We are ready to work on updating the plan, and we strongly encourage the Assembly to prioritize funding to move forward next year.
- Parking: The Commission understands that updating the downtown parking regulations is a priority for the Assembly, and we have been working with the Community Development Department in an effort to move forward with analysis and updates for any needed changes to parking downtown and borough-wide.
- Zoning Updates: The Commission has been working with CDD to finalize updates to the Auke Bay zoning, needed to implement to Auke Bay Area Plan. That process was disrupted by the coronavirus pandemic, and we intend to prioritize completion of those updates. We have also begun the process of updating the downtown zoning to replace the Alternative Overlay District. We will also prioritize completion of that process.
- Area Plans: The Commission continues to favor CIP allocations by the Assembly to implement the area plans that have been developed. We understand that the Assembly and CDD have prioritized completion of the Blueprint Downtown and West Juneau/Douglas processes. We will look forward to working with the Assembly to find ways to complete those plans, and to implement priorities from the existing Lemon Creek and Auke Bay plans.
- Downtown Housing: The Commission is highly supportive of efforts to increase and diversify housing downtown, including further analysis of unutilized space downtown that could support increased housing. Meaningful housing increases will likely require Assembly fiscal support in the form of tax deferrals and targeted grant programs to incentivize development.
- Other Title 49 updates: The Commission will work with CDD to complete other needed revisions to Title 49 that have been started but need additional work. We hope to work on updating code

related to common walls, accessory apartments, and vegetative cover. We also recognize the need to revisit the manner in which plats are reviewed and approved by the Commission. In addition, the Commission notes that the Conditional Use Permits awarded for marijuana facilities will soon be due for mandatory five-year reviews. We suggest that this is an opportune time to revisit the code created at that time and see whether updates are needed.

Thank you considering this letter. We would welcome feedback and a dialogue about these issues. I am available to speak with, and the Commission would be open to a more informal conversation in the absence of a joint session.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Levine", with a stylized flourish at the end.

Michael LeVine  
Chair, Juneau Planning Commission



(907) 586-0757  
Jill.Maclean@juneau.org  
www.juneau.org/CDD  
155 S. Seward Street • Juneau, AK 99801

**DATE:** January 18, 2019

**TO:** CBJ Assembly and Planning Commission

**FROM:** Jill Maclean, AICP, Director *Jill Maclean*

**SUBJECT:** **Community Development Planning Division Priorities 2019**

The following seven (7) items are proposed priorities recommended for the 2019 calendar year for the Planning Division of Community Development. These priorities do not include the ongoing work that staff is undertaking with the Land Use Code, permitting and other studies.

**2018 Priorities Underway:**

- Blueprint Downtown Juneau
- Downtown Juneau Alternative Development Overlay District Zoning
- Auke Bay Rezoning (Implementation of the Auke Bay Area Plan)

**2018 Priorities Continued (not started) and New Priorities:**

- Downtown Douglas Visioning Plan
- Downtown Douglas Alternative Development Overlay District Zoning
- Mass Wasting Assessment (Landslide and Avalanche Study)
- Comprehensive Plan Revision
- Industrial Zoning Table of Permissible Uses Analysis and Update
  - Industrial Land Expansion/Identification of New Land

**UPDATES ON 2018 PRIORITIES UNDERWAY:**

**Blueprint Downtown Juneau**

Blueprint Downtown Juneau is underway, and the public visioning piece is wrapping up at the end of January. The consultants intend to have a final visioning report submitted to CDD by mid-February, 2019. Next steps include a continuous meeting cycle (approximately every 3 weeks) with the Steering Committee and staff is drafting the Blueprint based upon the input received throughout the visioning process. The draft plan is anticipated to be completed by January, 2020 with the public hearing process commencing tentatively in the spring of 2020, with a recommendation that the Blueprint is adopted into the Comprehensive Plan.

**Downtown Juneau Alternative Development Overlay District (ADOD) Zoning**

The ADOD for downtown Juneau expires August 1, 2019. Staff is engaged in an effort to develop new zoning for the areas located within the overlay district. This effort is running concurrently with the Blueprint Downtown Juneau planning process. The ADOD process may identify updates to the Comprehensive Plan Land Use Maps in order for the proposed zoning to conform to the Comprehensive Plan. Staff is working together in public outreach efforts to lessen the burden on residents participating in both of these efforts and ensure that each process informs the other, creating complementary planning and zoning results. Neighborhood meetings are scheduled for January 30, February 5, and 7.

**Auke Bay Rezoning**

The Auke Bay Area Plan was adopted in 2015 and staff is currently engaged in an effort to develop new zoning for a portion of the planning study area. The Planning Commission has appointed a 4-person ad hoc committee to the draft zoning proposed by staff. This zoning process may identify updates to the Comprehensive Plan Land Use Maps in order for the proposed zoning to conform to the Comprehensive Plan. Staff is now working with the ad hoc committee and the Auke Bay Neighborhood Group to solicit feedback and input from the community. The next ad hoc committee meeting and Auke Bay Neighborhood Group meeting have not yet been scheduled. The intent is to have draft zoning to the Planning Commission the summer of 2019.



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

**DATE:** February 8, 2018  
**TO:** CBJ Assembly and Planning Commission

**FROM:** Beth McKibben, Planning Manager, AICP  
 Jill Maclean, Senior Planner, AICP

**SUBJECT:** *Blueprint Downtown Juneau*

*Beth McKibben*  
*Jill Maclean*

The CDD Planning Division recommends creating “*Blueprint Downtown Juneau*”. After considering several options for undertaking a plan for downtown Juneau, we recommend the Blueprint, rather than a traditional area plan, since many plans have been undertaken for downtown Juneau, or include downtown Juneau, since the 1980s. The Blueprint approach differs from a traditional plan in that the history and existing conditions have been well-documented in downtown. What is missing is a community vision of how downtown Juneau should continue to grow and develop, how to harness the opportunities while addressing the challenges, and ensuring that downtown continues to be a place to live, work, and visit. We recommend using the existing plans, and the time and effort that was spent to create them, as the foundation for *Blueprint Downtown Juneau* – an action-oriented strategy to enhance downtown, leverage assets, create placemaking opportunities, update zoning, and develop a community vision for downtown Juneau, built from a dynamic public engagement process.

### ***Blueprint Downtown Juneau***

#### **Visioning & Values**

The community visioning piece of the Blueprint will focus on identifying common values and priorities necessary to create downtown Juneau for the next 20 years. The community visioning process may include:

1. Intensive public process to develop a long-term vision for sustaining downtown Juneau as the state capital, as an economic driver for Southeast Alaska, and as a cultural, social, and governmental center for the Borough through:
  - a. Steering Committee and focus groups
  - b. Neighborhood walking tours and neighborhood meetings
  - c. Soliciting public engagement through social media and community events – such as the Juneau Maritime Festival– to gather ideas on downtown, and inform the public about other ways to participate and ask questions of CDD etc.
2. Identifying Key Opportunities and Challenges by:
  - a. Involving residents, property owners, business owners, developers, and visitors to identify opportunities and challenges
  - b. Working with the core business district, the residential neighborhoods, and the shoulder areas (Rock Dump and Norway Point) to identify opportunities as a means to extend downtown Juneau, and its user base, encourage more year-

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round uses, and improve connectivity

- c. Identifying opportunities and challenges may:
  - i. Inform Capital Improvement Projects
  - ii. Include a review of existing zoning

### **Implementation Strategies for Creative Growth – “Knitting together past initiatives”**

Implementation Strategies will focus on synthesizing existing plans related to downtown Juneau, such as:

1. Developing a complete list of action items from each existing plan
2. Engaging the public to determine which actions from existing plans have been completed and which are still outstanding; which actions are still relevant and which are no longer relevant; and to identify the gaps.
  - a. Similar to the Lemon Creek Area Plan, a Work Plan will be developed of the actions, with responsible parties and timeframes for accomplishment.

### **Zoning for Downtown Juneau**

*Blueprint Downtown Juneau* will include a review of the current zoning that regulates those areas of the downtown that are located outside of the Alternative Development Overlay District (ADOD). This zoning diagnostic will be part of the public outreach process, and may identify areas to update and revise existing zoning regulations and/or identify new zoning that supports the community’s vision for the downtown. The zoning diagnostic may create actions that become part of the Blueprint’s Work Plan. The zoning diagnostic may identify updates to the Comprehensive Plan Land Use Maps in order for proposed zoning to conform to the Comprehensive Plan.

Additionally, the ADOD for downtown Juneau expires August 1, 2019. Staff is engaged in an effort to develop new zoning for the areas located within the overlay. This effort will run concurrent with the *Blueprint Downtown Juneau* planning process. Similar to the zoning diagnostic conducted through the Blueprint, the ADOD process may identify updates to the Comprehensive Plan Land Use Maps in order for the proposed zoning to conform to the Comprehensive Plan. Community Development staff will work together in public outreach efforts to lessen the burden on residents of participating in both of these efforts and ensure that each process informs the other, creating complementary planning and zoning results.

### **Placemaking**

Placemaking is about creating public places that promote people’s health, happiness, and well-being. Placemaking facilitates creating desirable neighborhoods and shaping their surroundings; it leverages a neighborhood’s character. Placemaking may include enhanced pedestrian connections with wayfinding signage, branding neighborhoods by creating gateways, and encouraging festivals or block parties. Placemaking encourages community engagement and activity. Working with downtown organizations, such as JEDC (specifically the Downtown Coordinator) the Main Street Program, the Downtown Business Association, the Downtown Improvement Group, and other neighborhood groups, residents, and businesses (permanent and seasonal) will be critical to the success of any placemaking initiatives

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**Timeframe and Deliverables**

*Blueprint Downtown Juneau* requires approximately 18 to 24 months to complete. *Blueprint Downtown Juneau* will consist of:

1. Community Vision for Downtown Juneau 2040
2. Implementation Strategy
  - a. Actions and Policies
  - b. Key Challenges and Opportunities
  - c. Capital Improvement Projects
  - d. Proposed Zoning Revisions/Updates
  - e. Work Plan identifying Actions, Responsible Parties, Timeframes (similar to the Lemon Creek Area Plan)
  - f. Comprehensive Plan updates (potentially)

Staff is enthusiastic to undertake *Blueprint Downtown Juneau*, and your input into the process is appreciated. We look forward to working with the Assembly and the Planning Commission to bring this effort to completion.



# MEMORANDUM

**Date:** April 21, 2016

**To:** Assembly and Planning Commission

**From:** Rob Steedle

**Subject:** Land Use Legislation Priorities

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Updating Title 49, CBJ's land use code, is an ongoing effort that takes a great deal of time for Community Development and Law staff, the Planning Commission, and the Assembly. The Planning Commission's Title 49 Committee and Community Development recently reviewed the work currently in progress or contemplated and recommend that these items be priorities. There is a much longer list of updates and some of the other items on that list may come before you sooner, depending on circumstances.

## **Auke Bay zoning changes and development incentives**

The Auke Bay Area Plan was adopted in March, 2015. We need to make zoning changes and provide development incentives to help the community realize the plan. Law and CDD staff have been working on those changes and expect to bring an ordinance to the Planning Commission and then the Assembly by the end of this summer.

## **Shared Access**

Juneau's challenging terrain can make orderly development of the community problematic. In many instances, shared, private access to lots is the most expedient and affordable way to allow development to take place. Such development can pose challenges for fire and rescue vehicles and can also lead to friction among neighbors. When considering the subdivision code changes adopted last summer, the Assembly directed staff to address this issue. A draft ordinance is nearly complete and will be before the Planning Commission and the Assembly this summer.



## **Variances**

Variances are needed to provide relief from land use regulations when peculiarities of lots prevent them from being usable. They are intended to be used only to provide relief in exceptional circumstances. In Juneau, for many years this remedy has been applied overly liberally. For example, from 2011-2015, 160 variances were considered, and 109 were approved. This is a clear sign that the current land use code does not fit the community's needs. Staff has begun work on developing codes that provide flexibility for development in order to reduce the number of variance requests. Streamside setbacks and setbacks for eagle trees may be folded into the general ordinance, or they may come before you in separate ordinances.

## **Street Standards**

Street standards are under review now to ensure that requirements are not overly costly for developers. There will be a provision codifying practice: reconstruction of existing streets by the CBJ does not need to conform to the same standards as new construction.

## **Parking**

Staff will be reviewing CBJ's parking requirements and recommending changes, likely reducing the requirements in some instances.

## **Signs**

The US Supreme Court ruled last year that signs cannot be regulated on the basis of content. CBJ needs to revise its sign code in order to conform to that ruling.

**CONTRACT FOR PROFESSIONAL SERVICES  
WITH ANCHORAGE CONVENTION AND VISITORS BUREAU**

This Agreement, effective January 1, 2016, by and between the Municipality of Anchorage, an Alaska municipal corporation; and Anchorage Convention and Visitors Bureau dba Visit Anchorage, an Alaska nonprofit corporation, for the promotion of tourism.

**Section 1      Definitions**

In this Agreement:

- A. "Administrator" means the Executive Director of the Office of Economic and Community Development or authorized designee.
- B. "Anchorage" means the Municipality of Anchorage.
- C. "CIVICVentures" means an Alaska non-profit corporation organized for the purpose of issuing tax exempt bonds to finance, construct and own the Dena'ina Center.
- D. "Contractor" means Anchorage Convention and Visitors Bureau dba Visit Anchorage.
- E. "Coverage" means a commitment of Net Tourism Receipts to increase that ratio of funds available to pay Debt Service to the amount of funds required to pay Debt Service. In the normal course of expected events, Net Tourism Receipts committed to increase Coverage should be available as compensation under this Agreement.
- F. "Debt Service" means the amount required to pay principal and interest, establish and maintain reserves, and pay other costs and expenses associated with the issuance of revenue bonds by CIVICVentures to finance construction of the Dena'ina Civic and Convention Center and renovation of the William A. Egan Civic and Convention Center. "Debt Service" also includes repayment of all interim financing obtained by CIVICVentures or any other party in connection with Phase II work, (as defined in the Development Agreement between Municipality and Alaska Center for Convention & Trade, LLC) including design and development of the Dena'ina Center.
- G. "Net Tourism Receipts" means the 4% of Room Taxes, including interest and penalties, received by Anchorage during the calendar year pursuant to AMC section 12.20.020B, less one third of the total administrative and enforcement costs as determined by Anchorage and less the amount dedicated by Anchorage, if any, as set forth in section 4 of this Agreement.
- H. "Convention Center Operating Reserve Fund" means the fund created under the Use Agreement by the Municipality and under the control of the Municipality, for

the purpose of meeting cash shortfalls in the cost of operating the Convention Centers.

- I. "Subcontractor" means one who undertakes a portion of the scope of services of this Agreement from Contractor, and performs those services without the direct supervision of Contractor.
- J. "Dena'ina Center" means the Dena'ina Civic and Convention Center located at 600 West Seventh Avenue, Anchorage, Alaska.
- K. "Egan Center" means the Egan Civic & Convention Center located at 555 West Fifth Avenue, Anchorage, Alaska.
- L. "Convention Centers" means the Dena'ina Center and the Egan Center.
- M. "Use Agreement" means that certain Use Agreement dated as of February 1, 2006, by and between CIVICVentures and Anchorage, as amended August 6, 2015, and as further supplemented, modified or amended from time to time in accordance with its terms and the Indenture.
- N. "Indenture" means that certain Indenture of Trust, dated as of August 1, 2015, by and between CIVICVentures and U.S. Bank National Association.
- O. "Room Taxes" means the taxes payable to Anchorage pursuant to AMC 12.20.020.
- P. "Pledged Tourism Room Taxes" includes both Percentage Pledged Tourism Room Taxes and Additional Pledged Tourism Room Taxes, as such terms are defined in the Use Agreement.
- Q. "Additional Pledged Tourism Room Taxes" has the same meaning as defined in the Use Agreement.

## **Section 2**      **Scope of Services**

- A. Contractor shall perform the following professional services:
  - 1. Contractor shall provide professional services in the promotion of Anchorage as a travel and tourism destination with an expectation to increase the number of instate and out of state visitors to Anchorage through implementation of the services listed in subsection 2 of this section.
  - 2. Development of advertising and sales programs directed towards, but not limited to, increasing the number of conventions, tour groups, independent travelers, incentive tours, world congresses and off-season visitors to Anchorage in an effort to sustain and create additional local jobs, generate

supplemental local tax revenues, and produce additional purchasing power for Anchorage businesses and residents.

3. Compensation paid to Contractor pursuant to section 5 may be used by Contractor to purchase services, supplies, and assets (subject to the requirements of section 11) pay employees, including employee benefits. (Compensation shall not be used for employee picnics, banquets or luncheons).
- B. Anchorage shall not allow any claim for services other than those described in this section.
- C. In the event that other persons, groups or organizations propose activities or ideas to Anchorage or to Contractor that would promote tourism and such activities or ideas are not then being implemented by Contractor, Contractor shall meet with the proposer and evaluate the idea or activity and if appropriate, work with the proposer to implement the idea or activity for the purpose of promoting tourism. If Contractor concludes it cannot or will not implement the idea or activity presented to it, Contractor shall provide Anchorage with a written statement of the reason(s) for its decision.

### **Section 3**      **Time for Performance**

- A. This Agreement becomes effective when signed on behalf of Anchorage and shall continue in effect unless terminated pursuant to the terms hereof.
- B. Unless terminated earlier pursuant to the terms of this Agreement, this Agreement shall terminate on December 31, 2025.
- C. Upon mutual agreement of the parties and pursuant to a written request from Contractor delivered to Anchorage not less than 180 days prior to the termination date, Contractor, if not then in default, shall have the option to extend this Agreement for four (4) additional one (1) year terms. Any termination of this Agreement during the initial term shall terminate all rights of extension hereunder; however, any renewal or extension of this Agreement may be dependent upon annual appropriation of funds for future years by the Anchorage Assembly pursuant to satisfactory justification by the Contractor as a part of the annual budget process.

### **Section 4**      **Dena'ina Center Funding**

Pledged Tourism Room Taxes shall be dedicated as provided in the Use Agreement and the Indenture. Additional Pledged Tourism Room Taxes shall be increased or decreased, as the case may be, in the next calendar year by the percentage increase/decrease of Room Tax collections from the previous year. For example, Additional Pledged Tourism Room Taxes for 2016 shall be adjusted by the percentage increase/decrease in Room Tax collections from 2014 to 2015.

**Section 5**      **Compensation: Amount**

- A. Subject to Contractor's satisfactory performance and further subject to subsections 5.B., D. and E., Anchorage shall pay Contractor annually Ninety-five Percent (95%) of Net Tourism Receipts. Said amount shall be subject to annual appropriation by the Assembly.
- B. The amount set forth in subsection A, shall be reduced on a dollar for dollar basis in any calendar year to the extent Pledged Tourism Room Taxes are dedicated by Anchorage as set forth in section 4 of this Agreement.
- C. Contractor shall be paid an additional 5% of Net Tourism Receipts if Contractor successfully meets the performance standards set forth in Appendix A.
- D. This Agreement and Anchorage's obligation to pay Contractor shall be subject to Municipal Charter Section 13.06(a), such that the amounts due Contractor may be reduced.
- E. As a condition of payment, Contractor shall have paid all municipal taxes currently due and owing the municipality by Contractor. Contractor shall also be in full compliance with all reporting, financial management, and other provisions of this Agreement. In the event that Contractor is out-of-compliance with one or more provisions, Anchorage reserves the right to withhold all or part of any compensation due Contractor until compliance occurs.

**Section 6**      **Compensation: Method of Payment**

- A. Not later than November 1 of each calendar year, Anchorage shall provide Contractor with a written estimate of the amount of total and quarterly Net Tourism Receipts it estimates Contractor will receive pursuant to section 5.A during the forthcoming calendar year.
- B. No later than 45 days after the end of each calendar quarter, Anchorage shall pay Contractor 95% of the actual amount of Net Tourism Receipts collected and estimated to be due Contractor under subsection A. No later than 65 days after the end of each calendar quarter, Anchorage shall pay Contractor 95% of the actual amount collected subsequent to the 45 day payment and due Contractor under subsection A. In addition, Anchorage shall pay Contractor 95% of any amount collected after the 65th day (but before the end of the next quarter) provided the amount due Contractor is at least Twenty-five Thousand Dollars (\$25,000). If such amounts are less than Twenty-five Thousand Dollars (\$25,000) they will be paid with the next quarterly payment.
- C. Amounts due Contractor pursuant to section 5.C., if any, shall be paid in the first quarter after the calendar year in which the amount was earned.

- D. In the event of an overpayment to Contractor of the amount due under subsection 5.A, resulting from a situation other than fraud on the part of Contractor, Anchorage shall notify Contractor within six (6) months following the calendar year in which the overpayment occurred of the amount of the overpayment and any portion of that amount that Anchorage seeks to be reimbursed. Reimbursement shall be made quarterly over a reasonable period not exceeding four (4) quarters.
- E. To the extent that Net Tourism Receipts are not timely available for payment to Contractor, Anchorage may use funds deposited into the Convention Center Operating Reserve Fund in order to pay Contractor the amounts required by this section. In the event any funds are withdrawn from the Convention Center Operating Reserve Fund for this purpose, Anchorage will deposit Net Tourism Receipts not paid to Contractor under this Agreement and not used for Debt Service to the Convention Center Operating Reserve Fund to replace funds withdrawn.

### **Section 7      Repayment of Working Capital Advance**

Anchorage advanced Contractor a sum of One Million Dollars (\$1,000,000) as a working capital advance ("Advance") in accordance with Amendment #1 to the 2005 Contract for Professional Services, dated May 3, 2006. ACVB shall repay the Advance in accordance with the following schedule, together with interest on the unpaid principal balance commencing October 1, 2015, at an interest rate, determined monthly by Anchorage in accordance with AMC 6.20.160 (regarding interest on funds borrowed from the general cash pool). The quarterly interest rate set forth in the following schedule is only a forecast; the actual rate will be used. Principal plus interest due will be invoiced to ACVB via e-mail approximately 15 calendar days after quarter end. All payments will be transmitted to Anchorage's account via wire or ACH transfer.

<u>Payment for Quarter Ending</u>	<u>Principal Amount</u>	<u>Forecasted Interest Rate (Annualized)</u>	<u>Forecasted Interest Amount</u>	<u>Forecasted Payment Amount</u>	<u>Payment Due Date</u>
09/30/2015	\$125,000	N/A	N/A	\$125,000	09/30/2015
12/31/2015	125,000	1.53%	\$3,374	128,374	01/31/2016
03/31/2016	125,000	1.53%	2,861	127,861	04/30/2016
06/30/2016	125,000	1.53%	2,384	127,384	07/31/2016
09/30/2016	125,000	1.53%	1,928	126,928	10/31/2016
12/31/2016	125,000	1.53%	1,446	126,446	01/31/2017
03/31/2017	125,000	1.53%	943	125,943	04/30/2017
06/30/2017	<u>125,000</u>	1.53%	<u>477</u>	<u>125,477</u>	07/31/2017
	\$1,000,000		\$13,413	\$1,013,413	

Anchorage acknowledges receipt of the payment due September 30, 2015.

### **Section 8      Termination of the Contractor's Services**

In addition to the provisions of section 30, the Contractor's services may be terminated:

- A. By mutual consent of the parties.
- B. For the convenience of Anchorage, provided that Anchorage notifies the Contractor in writing of its intent to terminate under this paragraph six (6) months prior to the effective date of the termination.
- C. For cause, by either party, where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore and the other party fails to cure the default within thirty (30) days after receiving the notice.

**Section 9**      **Duties Upon Termination**

- A. If Anchorage terminates the Contractor's services for convenience, Anchorage shall pay the Contractor for its actual costs reasonably incurred in performing before termination. Payment under this subsection shall never exceed the total compensation allowable under section 5. All finished or unfinished documents or materials, in written or digital form, prepared by the Contractor under this Agreement shall become the property of Anchorage at its option.
- B. If the Contractor's services are terminated for cause, Anchorage shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination less any damages suffered by Anchorage because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed the contract rate for such services, and payment under this subsection shall not exceed ninety percent (95%) of the total compensation allowable under section 5. All finished or unfinished documents or materials, in written or digital form, prepared by the Contractor under this Agreement shall become the property of Anchorage at its option.
- C. If the Contractor receives payments exceeding the amount to which it is entitled under subsections A. or B. of this section, it shall remit the excess to the Administrator within thirty (30) days of receiving notice to do so.
- D. The Contractor shall not be entitled to any compensation under this section until the Contractor has delivered to the Administrator all documents, records, work product, materials and equipment owned by Anchorage and requested by the Administrator.
- E. If the Contractor's services are terminated, for whatever reason, the Contractor shall not claim any compensation under this Agreement, other than that allowed under this section.

- F. Anchorage shall not recognize or be responsible for any claim by the Contractor for expenses, services, or costs incurred by the Contractor after the effective date of termination.
- G. If a final audit has not been performed before the Contractor's services are terminated, Anchorage may recover any payments for costs disallowed as a result of the final audit.

**Section 10**    **Required Reports and Availability of Records**

- A. Annually, on or before October 1, the Contractor shall provide Anchorage with a proposed annual work plan and proposed operating budget for the next year services. The work plan and operating budget shall be reviewed by Anchorage and either approved or returned to Contractor with specific written objections as to those work plan and budget items which are unacceptable. In the event that Anchorage requests more detailed or specific information with respect to the work plan or budget, Contractor shall provide Anchorage with responsive information within seven (7) working days. In addition to the foregoing, Anchorage may designate up to two persons to work with Contractor in development of its annual plan.
- B. The Contractor is required to submit a quarterly performance report, due to the Administrator within thirty (30) days following the end of each calendar quarter. The report shall reflect both the progress of the Contractor's stated objectives and goals, and a financial status report detailing actual expenses compared to the budget of that calendar year.
- C. In addition, the Contractor shall submit an annual audit to the Administrator that has been performed by a certified public account (C.P.A.) selected by the Contractor. Two (2) copies of the audited financial statements of the Contractor shall be submitted to the Administrator no later than one hundred twenty (120) days following the close of the Contractor's fiscal year. Payment for the certified annual audit is the financial responsibility of the Contractor.
- D. Upon request, and within a reasonable time period, the Contractor shall submit any other information or reports relating to its activities under this Agreement to Anchorage in such form and at such times as the Administrator may reasonably require.
- E. The Contractor also agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. All documents and records identified in the preceding sentence shall be available to Anchorage for inspection and copying upon reasonable request by Anchorage. Anchorage may audit the financial transactions



undertaken by the Contractor under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during normal business hours of the Contractor.

**Section 11**     **Political Endorsements and Contributions**

- A. Contractor agrees that it shall not support, oppose, or endorse candidates for any state or municipal office in any manner.
- B. Contractor may campaign to endorse or oppose any state or municipal ballot issue, including referendums, initiatives, bond issues, or other special elections related to tourism or a convention center. However, Contractor may not use funds from Anchorage or the State of Alaska for such activities, unless funds have been specifically appropriated for that purpose in accordance with state law or municipal ordinance.
- C. Contractor understands that after a determination by Anchorage that a violation of subsection A. or B. has occurred, it shall result in forfeiture of all unexpended funds for the year in which the violation occurs and ineligibility for any municipal funds for the immediately following fiscal year.

**Section 12**     **Ownership of Contractor Assets**

- A. Equipment purchased by the Contractor with municipal funds and a value exceeding One Thousand Dollars (\$1,000) shall be the sole property of Anchorage. Said equipment shall be marked and inventoried as such with a copy of the inventory available upon request and forwarded to Anchorage within thirty (30) days of year-end or termination of this Agreement, whichever occurs first.
- B. Upon any termination of this Agreement, all assets purchased with municipal funds and having a value exceeding One Thousand Dollars (\$1,000) revert to Anchorage, at the option of Anchorage, for disposition.

**Section 13**     **Insurance**

- A. The Contractor shall maintain in good standing the insurance described in subsection B. of this section. Before rendering any services under this Agreement, the Contractor shall furnish the Administrator with proof of insurance in accordance with subsection B. of this section in a form acceptable to the Risk Manager for Anchorage.
- B. The Contractor shall provide the following insurance:
  - 1. Workers' compensation and employer's liability coverage as required by state law.

2. Commercial General Liability, including bodily injury and property damage liability: products and completed operations, broad form property damage, blanket contractual and personal injury - \$2,000,000 per occurrence.
  3. Comprehensive Automobile Liability – bodily injury and property damage, including all owned, hired and non-owned automobiles - \$1,000,000 per accident.
  4. Excess Liability Insurance: umbrella form - \$1,000,000 combined bodily injury and property damage.
- C. Each policy of liability insurance required by this section shall provide for no less than thirty (30) days advance notice to Anchorage prior to cancellation.
- D. Each liability policy shall name Anchorage as an additional insured and shall contain a waiver of subrogation against Anchorage.

**Section 14**    **Assignments**

Unless otherwise allowed by this Agreement or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this Agreement shall give Anchorage the right immediately to terminate this Agreement without any liability for work performed.

**Section 15**    **Ownership: Publication, Reproduction and Use of Material**

Except as otherwise provided herein, all data, documents and materials, in written or digital form, produced or generated by the Contractor under this Agreement shall be the property of Anchorage, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions of such materials already in the public domain.

**Section 16**    **Notices**

Any notice required pertaining to the subject matter of this Agreement shall be either sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested, to the following addresses:

Anchorage:    Municipality of Anchorage  
                  Office of Economic and Community Development  
                  P.O. Box 196650  
                  Anchorage, Alaska 99519-6650                      FAX (907) 343-7140

Contractor:    Anchorage Convention and Visitors Bureau, dba Visit Anchorage  
                  524 West Fourth Avenue

Anchorage, AK 99501-2212

FAX (907) 278-5559

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or five (5) days after proof of proper mailing.

**Section 17**     **Force Majeure**

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
- B. As used in the Agreement, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Agreement, including without limitation:
  - 1. Strikes or work stoppages.
  - 2. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
  - 3. Order of court, administrative agencies or governmental officers other than Anchorage.

**Section 18**     **Financial Management System**

The Contractor shall establish and maintain a financial management system that:

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Agreement.
- B. Implements a fund accounting system, or other system acceptable to Anchorage, that establishes separate funds for each revenue source and tracks expenditures for each fund, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
- C. Effectively controls and accounts for all municipal funds and Agreement property;
- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Minimizes the time between receipt of funds from Anchorage and their disbursement by the Contractor;
- F. Provides accounting records supported by source documentation; and

- G. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

## **Section 19 Subcontracts**

The Contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this Agreement, provided:

- A. Every subcontract, executed in the performance of this contract, with a value in an amount exceeding \$1,000 shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefore.
- B. Every subcontract, executed in the performance of this contract, in an amount exceeding \$10,000, in which the Contractor delegates the provision of services, shall be subject to review and approval by the Administrator before it is executed by the Contractor. The Administrator shall review and approve or disapprove subcontracts under this subsection within fourteen (14) calendar days of receipt, or shall notify Contractor in writing that the review process will be extended beyond that time period. Any subcontract not disapproved within fourteen (14) calendar days of receipt by the Administrator shall be deemed approved, unless the Administrator notifies Contractor within that time period that the review process is extended. For the purpose of this provision, the value of a subcontract shall be determined by aggregating the amount of all subcontracts to a single subcontractor. In addition, for the purpose of this provision, the value of an amendment to a subcontract shall be determined by aggregating the amount of the original subcontract and all amendments.
- C. Every subcontract, executed in the performance of this contract, in an amount exceeding \$1,000.00 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

## **Section 20 Relationship of Parties**

The Contractor shall perform its obligations hereunder as an independent contractor of Anchorage. Anchorage may administer the Agreement and monitor the Contractor's compliance with its obligations hereunder. Anchorage shall not supervise or direct the Contractor other than as provided in this section.

## **Section 21 Nondiscrimination**

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, or marital status or who is a "qualified

individual with a disability” (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. The Contractor shall state, in all solicitations or advertisements for employees to work on Agreement jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or mental or physical impairment/disability.
- C. The Contractor shall comply with any and all reporting requirements that may apply to it which the Anchorage Office of Equal Employment Opportunity Contract Compliance may establish by regulation.
- D. The Contractor shall include the provision of subsections A. through C. of this section in every subcontract or purchase order under this Agreement, so as to be binding upon every such subcontractor or vendor of the Contractor under this Agreement.
- E. The Contractor shall comply with all applicable federal, state and municipal laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7, Chapter 7.50 of the Anchorage Municipal Code, as may be amended from time to time.

## **Section 22**    **Permits, Laws and Taxes**

The Contractor shall acquire and maintain in good standing all permits licenses and other entitlements necessary to its performance under this Agreement. All actions taken by the Contractor under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Agreement.

## **Section 23**    **Nonwaiver**

The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

**Section 24**    **Amendment**

- A.    This Agreement shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Agreement was executed.
- B.    For the purposes of any amendment modification or change to the terms and conditions of this Agreement, the only authorized representatives of the parties are:  
  
Contractor:    President and CEO  
  
Anchorage:    Executive Director of the Office of Economic and Community Development or authorized designee
- C.    Any attempt to amend, modify, or change this Agreement by either an unauthorized representative or unauthorized means shall be void.

**Section 25**    **Jurisdiction: Choice of Law**

Any civil action rising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The laws of the State of Alaska shall govern the rights and obligations of the parties under this Agreement.

**Section 26**    **Severability**

Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Agreement.

**Section 27**    **Integration**

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, ether oral or written, between the parties hereto.

**Section 28**    **Liability**

The Contractor shall indemnify, defend and hold Anchorage harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs, loss, damage or injury to persons or property arising out of or related to the performance of this Agreement by Contractor, Contractor's agents, employees, subcontractors or invitees.

**Section 29**    **Inspection and Retention of Records**

The Contractor shall, at any time during normal business hours, and as often as Anchorage may deem necessary, make available to Anchorage, for examination, all of its records with respect to

all matters covered by this Agreement for a period ending three years after the date the Contractor is to complete performance in accordance with section 3 of this Agreement. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this Agreement, to Anchorage, in such form and at such times as Anchorage may reasonably require. The Contractor shall permit Anchorage to Audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel, other than personnel information deemed confidential under state or municipal law, and other data relating to all matters covered by this Agreement. Anchorage may, at its option, permit the Contractor to submit its records to Anchorage in lieu of the retention requirements of this section.

**Section 30**    **Availability of Funds**

Payments under this Agreement require funds from future appropriations. If sufficient funds are not appropriated for payments required under this Agreement, this Agreement shall terminate without penalty to Anchorage and Anchorage shall not be obligated to make payments under this Agreement beyond those that have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and at the place shown below.

MUNICIPALITY OF ANCHORAGE

ANCHORAGE CONVENTION AND VISITORS BUREAU

  
Michael K. Abbott  
Municipal Manager

  
Julie Saupe  
President and CEO

Date: 12/30/15

Date: 12-3-15

IRS Tax Identification No. 92-0055119

Tax Status: Non-Taxable [X]

FUNDING SOURCE:

101-5108-3101-510800-BP 2016 \$2,292,323.00  
(2016 Convention Center Tourism)

202-7685-3101-768500-BP 2016 \$5,899,415.00  
(2016 Operating Reserve Convention Center)

101-5108-3101-510800-BP 2017-2025  
(2017-2025 Convention Center Tourism – Subject to appropriation)

202-7685-3101-768500-BP 2017-2025  
(2017-2025 Operating Reserve Convention Center – Subject to appropriation)


Concur:  12-30-2015  
Christopher M. Schutte, Executive Director, Office of  
Economic and Community Development

  
Robert E. Harris, CFO  
FUND CERTIFICATION

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

This is to certify that on 3<sup>rd</sup> day of December, 2015, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Julie Saupe, known to me to be the President and CEO of Anchorage Convention and Visitors Bureau dba Visit Anchorage, the corporation named in the foregoing instrument, acknowledged to me that she has, in her official capacity is authorized by the corporation to execute the foregoing instrument as the free act and deed of the said corporation for the uses and purposes therein stated.

WITNESS my hand and official seal the date and year first above written.

  
Notary Public in and for Alaska  
My Commission Expires: Aug. 22, 2018





**Appendix A to Contract for Professional Services with  
Anchorage Convention and Visitors Bureau**

**PERFORMANCE MEASUREMENT REQUIREMENTS**

1. **Additional Compensation:** Pursuant to Section 5, Paragraph C. of the Agreement, Contractor shall be paid:

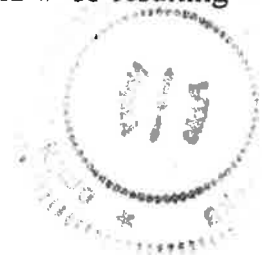
A. Five percent (5%) additional compensation if:

1. Contractor tracks and reports data for each of the performance measures required to be tracked and reported within thirty (30) days following the close of each calendar quarter under section 2 of this appendix; and
2. Contractor successfully achieves the performance benchmarks under section 3.A. of this appendix.

2. **Performance Measures:**

A. Contractor shall track and report on a quarterly basis data for the following:

1. Number YTD of the following persons visiting Anchorage:
  - Meeting planners on Contractor-sponsored familiarization visits;
  - Number of organizations who have sent one or more persons to scout and assess Anchorage's suitability as a meeting site for their events or conventions;
  - Tour and cruise operators participating in Contractor-sponsored familiarization visits.
  - Number of travel writers meeting with Contractor's staff while on visits to Anchorage.
2. Number YTD of trade shows attended by Contractor's staff and number of resulting leads as follows:
  - # of international trade shows and # of resulting leads;
  - # of domestic trade shows (outside Alaska) and # of resulting leads;
  - # of domestic trade shows (inside Alaska) and # of resulting leads;
  - # of travel agents trained



- # of travel agent and tour operator appointments held
3. Contractor's website statistics:
    - Member Ad clicks;
    - Referrals to Members from Web listings;
    - Average length of website visit YTD; and
    - Number of website visitors requesting information be mailed to them.
  4. Press coverage statistics tracking the Advertising Equivalency (earned media) and Circulation / Audience YTD in the following categories:
    - Alaska markets;
    - Domestic (non-Alaska) markets; and
    - International markets;
  5. Advertising statistics tracking amounts spent YTD by Contractor to place advertisements in the following media:
    - Alaska print;
    - Other domestic print;
    - International print;
    - Television; and
    - Radio.
  6. Number YTD of Anchorage workers who have attended Contractor's "ambassador" training programs representing the following types of businesses:
    - Cab drivers;
    - Tour bus drivers;
    - Hotel workers (concierges, sky caps, front desk);
    - Gift shop workers;
    - Restaurant waiters/waitresses;
    - Tour operators; and
    - Other.
  7. Convention center booking statistics reporting number YTD of confirmed convention center bookings for both Egan and the Dena'ina Civic and Convention Centers for:

- This year; and
  - Each of the next five years.
8. Estimated economic impact actual convention attendees for YTD for this year compared to YTD statistics for the prior five years.
  9. Number of convention cancellations reported YTD for conventions scheduled for:
    - This year; and
    - Each of the next five years.
  10. Estimated economic impact of (based on confirmed convention bookings) for conventions occurring:
    - This year; and
    - Each of the next five years.
- B. During the third quarter of each calendar year, Contractor shall conduct a survey of its membership designed to measure, at a minimum, the membership's satisfaction with Contractor's tourism promotion efforts for the previous year. Survey results shall be reported for each of Contractor's member categories, with data obtained from lodging providers broken down and reported for (a) large establishments having 75 or more guest rooms, (b) establishments having more than 10 but fewer than 75 guest rooms, and (c) small establishments having 10 or fewer guest rooms.

At a minimum, the survey shall ask Contractor's members to rate their overall satisfaction with Contractor's tourism promotion efforts as being: extremely satisfied, highly satisfied, satisfied, dissatisfied, or highly dissatisfied.

Contractor shall use an independent third party firm experienced in conducting surveys and approved by the Administrator. The surveyor shall be directed to use sampling techniques intended to obtain statistically valid survey results. Not less than 14 days prior to conducting the survey, the surveyor shall furnish all survey questions to the Administrator. If the Administrator requests, the surveyor shall include in the survey a reasonable number of additional questions, although the final wording of such additional questions shall be within the sole discretion of the surveyor after obtaining input from the Administrator and Contractor. Survey results shall fully disclose the methodology employed and findings obtained, and shall be reported in writing

to the Administrator at the same time as reported to Contractor. Survey results shall be due by October 1st of each year.

By November 15 of each year, Contractor shall provide to the Administrator a work plan that identifies specific actions that Contractor will take to address deficiencies and/or concerns that may be identified in the survey results with respect to Contractor's tourism promotion efforts.

**3. Performance Achievement:**

A. Contractor's efforts to promote and expand tourism in Anchorage shall be deemed successful for purposes of paying additional compensation per section 1 of this appendix if the following condition occurs:

1. Bed tax revenues increase by an average of Two percent (2%) or more calculated on a rolling average of the preceding three years.

B. If an event such as a major earthquake, volcanic eruption, civil disturbance, terrorist attack or any other unexpected event beyond Contractor's control occurs and has such impact upon tourism in Alaska as to cause a significant decline in bed tax revenues, the parties shall meet and jointly determine whether the terms of this provision shall apply to the year the event occurs and also whether the year should be included in the three year average for future calculations.





Municipality of


Anchorage

Office of the Municipal Manager

Ethan Berkowitz, Mayor

**DATE:** December 22, 2015

**TO:** Distribution

**FROM:** Michael K. Abbott, Municipal Manager 

**SUBJECT:** Acting Assignment/Temporary Signature Authority

During my absence from Wednesday, December 23, 2015 through Thursday, December 31, 2015, Lance Wilber will assume the additional responsibilities of Municipal Manager and signature authority for all documents relating to this position.

Lance Wilber's Contact Information:

During work hours – 343-4491

After work hours – 227-4561

Distribution:

Mayor

Chief Fiscal Officer

Municipal Attorney

Office of Management & Budget Director

All Departments under MMO

Municipal Clerk



Introduced by: Council Member Cleworth  
Council Member Thies  
Date: February 10, 2003

**ORDINANCE NO. 5520**

**AN ORDINANCE TO AMEND FGC CHAPTER 74, TAXATION,  
REGARDING THE USE OF HOTEL/MOTEL TAX REVENUES, AND  
SETTING AN EFFECTIVE DATE**

**WHEREAS**, the City Council has reviewed the recommendations of an ad hoc committee regarding the use of bed tax revenues.

**NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fairbanks,**

Section 1. That FGC Sec. 74-117 is amended as follows: (Current text shown in normal font, proposed deletions shown in strikeout font, proposed additions shown in bold & underlined font).

**Sec. 74-117 Hotel/Motel Tax Purpose and limitation**

a) The tax on the daily rental of hotel and motel rooms levied by this article is for the primary purpose of funding services for the promotion of the tourist industry and other economic development, and for the funding of services for the general public.

(b) Any organization, public or private, or any person may submit a discretionary grant application and proposal to the city council no later than ~~two months prior to the expiration of the current fiscal year.~~ than October 31<sup>st</sup> for distribution in the next calendar year. The city council shall establish standards and criteria for selection and publish them for a reasonable period before the applications are to be submitted. A committee shall be appointed by the mayor with city council concurrence to review the proposals and make recommendations to the city council no later than the first regular meeting in January.

(c) Subject to annual appropriation, revenues collected under this article shall be allocated as follows:



(1) The City of Fairbanks will receive 22.5% for fund collection, administration and tourism impact.

(2) \$400,000 will be distributed annually as follows:

<u>Fairbanks Economic Development Corporation</u>	<u>\$100,000</u>
<u>Golden Heart Plaza and Barnette Landing Maintenance</u>	<u>\$ 30,000</u>
<u>Discretionary Grants</u>	<u>\$270,000</u>

(3) All remaining Hotel/Motel tax revenues to the Fairbanks Convention and Visitors Bureau.

(d) Revenue collected under this article shall be made available to the Fairbanks Convention & Visitors Bureau, the Fairbanks Economic Development Corporation, and discretionary grantees no later than the last day of the month directly following the month in which the revenues are collected.

(e) Any recipient of funding under this article shall execute a contract with the city setting forth terms and conditions deemed necessary to enable the city to assure compliance with the purposes and limitations under this section. In addition, the Fairbanks Convention and Visitors Bureau and the Fairbanks Economic Development Corporation board of directors and/or director shall remit complete and fully detailed budget documents and a plan outlining projected goals and objectives directly to the city council before November 1 of each year for presentation and review and as a condition of funding. At the same time each of these agencies shall submit a complete and detailed report of current year's progress and accomplishments.

(f) Organizations and agencies will be required to report to the City of Fairbanks Chief Financial Officer how their funds received were spent. Ten percent of these appropriations will be withheld until a report is filed with the Chief Financial Officer.

(g) A committee appointed by the mayor from council recommendations shall meet in January each year. The committee shall consist of the following representatives:

Two from the City of Fairbanks with at least one council member,  
Two from the Fairbanks Convention and Visitors Bureau,  
Two from discretionary group recipients, and  
One from the Fairbanks Economic Development Corporation.

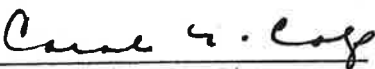
The committee shall report to council no later than February. The purpose of the committee is to review the budgetary process for compliance with the distribution formula as set by code and to analyze the discretionary methodology. Recommendations for change in the distribution formula should only be studied if there is strong compelling reason and all seven members are in agreement.

Section 2. That the effective date of this Ordinance is February 24, 2003.

Passed and Approved this 31<sup>st</sup> day of March, 2003.

  
STEVE M. THOMPSON, MAYOR

AYES: 5  
NAYS: 1  
ABSTAIN:  
ABSENT:  
ADOPTED: March 31, 2003  
ATTEST:

  
Carol L. Colp, City Clerk

APPROVED AS TO FORM

  
Herbert P. Kuss, City Attorney

**GRANT AGREEMENT WITH  
FAIRBANKS CONVENTION AND VISITORS BUREAU  
AS TO THE USE OF FAIRBANKS NORTH STAR BOROUGH FUNDS**

**I. PARTIES AND GRANT AMOUNT**

Fairbanks Convention and Visitors Bureau, hereinafter referred to as "Grantee," acknowledges the award of an FY21 grant in the amount of nine hundred thirteen thousand seven hundred fifty dollars (\$913,750) from the Fairbanks North Star Borough (Borough) to be used for destination marketing services. The source of funding is an appropriation by the Borough Assembly of Borough Hotel/Motel Room taxes (\$650,000) and general funds (\$263,750). The Explore Fairbanks/FCVB Strategic Plan Summary, COVID-19 Marketing Recovery Plan and Budget/Narrative as presented by the Grantee and approved by the Borough are herein incorporated as Appendices A, B and C, respectively, to this Agreement.

**II. USE OF FUNDS AND REPORTING REQUIREMENTS**

The Grantee agrees to the following use of funds and reporting requirements:

- A. The purpose of this grant award is to continue developing the visitor industry within the Fairbanks North Star Borough. Borough funds can be used for marketing the Fairbanks North Star Borough as a visitor destination in accordance with the Strategic Plan Summary, COVID-19 Marketing Recovery Plan and Budget/Narrative as presented by the Grantee and approved by the Borough in Appendix A, B and C, respectively.
- B. The Grantee will expend the grant funds in accordance with the purpose(s) specified above in Article I. and II. A., as well as in the Strategic Plan Summary (Appendix A), COVID-19 Marketing Recovery Plan (Appendix B), Budget/Narrative (Appendix C) and Borough Sponsorship Guidance (Appendix D). Expenditures and/or budget changes exceeding thirty percent (30%) of any line item budget category as represented in Appendix C (and incorporated in Appendix E, Financial and Progress Report) must be pre-approved in writing by the Borough.

NOTE: Signing of this Agreement does not, in any manner, exempt the Grantee from Alaska State Statute or Borough Code. The Grantee must in all cases consult and adhere to all local, state, or federal laws that pertain to public funds.

- C. The Grantee shall provide the Borough with a full accounting of the use of the funds awarded under this Agreement. Quarterly Financial and Progress Reports (see Appendix E) regarding the status of the funds awarded under this Agreement must be completed and are due according to the following schedule:
  - 1. On a cumulative and final basis as follows:
    - a) Interim report for the period 7/1/20 through 9/30/20, due to the Borough 10/30/20 (Friday)
    - b) Interim report for the period 10/1/20 through 12/31/20, due to the Borough 1/29/21 (Friday)
    - c) Interim report for the period 1/1/21 through 3/31/21, due to the Borough 4/30/21 (Friday)
    - d) Final report for the period 4/1/21 through 6/30/21, due to the Borough 7/30/21 (Friday)
  - 2. Or within thirty (30) days after final expenditure of the funds, if this occurs earlier than the date(s) provided above.
- D. The Borough reserves the right to alter the reporting requirements during the term this Agreement is in effect. The Borough will notify Grantee in writing of any changes in reporting requirements. Upon request from the Borough, and within a reasonable time, Grantee shall provide other information, reports, and access to all records relating to its activities under this Agreement in such form and at such time as the the Borough may reasonably require.
- E. If the Grantee is audited or receives a financial statement review by an independent certified public accountant, the Grantee shall provide the Borough with a copy of its audited financial statements and management letters within twelve (12) months of the Grantee's fiscal year-end. Additionally, the Borough has the right to audit the Grantee's use of funds awarded under this Agreement at any time. During

normal business hours, the grant recipient shall permit the borough or its representative to review, monitor, audit, and evaluate all financial and programmatic records of the grant recipient to determine compliance with the terms and conditions of the grant award. If an independent, borough, federal, or state audit finding indicates unallowable costs, then a plan for reimbursement shall be submitted to the borough within 30 days of the audit completion. A plan for correcting all findings, questioned costs, internal control deficiencies/reportable conditions, and material weaknesses/significant deficiencies must also be submitted within 45 days of the audit completion.

- F. Duties Upon Termination/Expiration. If the grant recipient receives payments exceeding the amount to which it is entitled, it shall remit the excess to the borough within 30 days of receiving written notice of termination. The grant recipient shall not be entitled to final compensation until all final financial and narrative status reports and documentation required or requested by the borough have been delivered to the borough. If any costs are disallowed as a result of a subsequent audit, the borough may recover those costs. Upon expiration of the grant award, the grant recipient shall promptly refund to the borough any unobligated grant funds paid to the grant recipient. Obligated funds must be expended or returned to the borough within 30 days after expiration of the grant award.
- G. This grant will lapse on **June 30, 2021**. All unexpended funds shall be returned to the Borough within sixty (60) days following the lapse date or termination of the Agreement (see Article VI. I.). Extension of the grant's lapse date may be granted by the Mayor, provided the grantee is in good standing and all required reports have been filed, and provided the extension request is in writing and signed by the authorized agent.
- H. This Agreement is effective upon execution by the last signatory. Expenditures retroactive to 7/1/20, the start date of this Agreement, are eligible for reimbursement, provided they are not also reported and claimed for reimbursement under a separate agreement with the Borough, or any other party, and provided they are for the purpose(s) specified above in Article I. and II. A., as well as in Appendix A (Strategic Plan Summary), Appendix B (COVID 19 Marketing Recovery Plan) or Appendix C (Budget and Narrative) of this Agreement.
- I. Costs charged to this Agreement shall be reviewed upon submittal by the Grantee of quarterly Financial and Progress Reports (see Article II. C., and Appendix E) to the Borough. Validation of claimed costs as allowable charges under this Agreement shall occur upon Borough approval of these reports. The Borough reserves the right to request additional information before approving payment.
- J. The Grantee will assure that, to the extent consistent with the purpose of the appropriation, the services funded under this Agreement will be to the benefit of the general public.
- K. Expenditures submitted for reimbursement under this Agreement may not likewise be submitted for reimbursement under any other agreement between the Grantee and the Borough or a party other than the Borough. The Grantee shall reimburse the Borough for any funds misused or not accounted for to the Borough's satisfaction.
- L. Purchases under this Agreement of equipment having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit must be pre-approved by the Borough as a specified acquisition in Appendix A and/or Appendix C, or amendment thereto, and must primarily benefit the approved project. Specification must be made as to property description (make, model, quantity) and total cost (including unit cost, shipping and installation). Grantee shall own such approved property upon purchase and the Borough shall retain no residual interest.
- M. The Grantee shall establish uniform procedures to encourage, to the maximum extent possible, the participation of and the award to local bidders in procurements conducted under this Agreement.
- N. Grantee shall retain for a period of three (3) years after project completion, all contracts, invoices, materials, payroll records, personnel records, conditions of employment and other data relating to matters covered by this Agreement, including but not limited to: bank statements, invoices, contracts, vendor checks, payroll records, personnel records, conditions of employment and other data relating to

matters covered by this Agreement. If any litigation, claim, negotiation, audit or other action involving these records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 3-year period, whichever is later.

### III. RELEASE OF GRANT FUNDS

- A. Release of funds under this Agreement shall include an initial advance; payment of the balance of the grant will be released on a reimbursement basis in accordance with the following schedule:

Pmt No.	Approximate % Funds Released	Payout after Borough Approval of Financial and Progress Report and Supporting Documentation	Contingencies
1	60% Advance	\$548,250	Paid upon execution of the grant agreement, approval of insurance coverage, resolution of any and all outstanding prior-year issues
2-4	40% Reimbursement Basis	\$365,500 <i>or unrecovered costs to date in excess of grant receipts, whichever is less</i>	Paid upon approval of Quarterly Financial and Progress Reports and supporting documentation, but only to the extent cumulative costs reported exceed funds advanced and/or previously reimbursed.

- B. Reimbursable grant expenditures are herein defined as cash outlays for goods and services purchased or rendered between 7/1/20 and 6/30/21, the start date of this Agreement and the lapse date. Payments after 6/30/20 for services rendered prior to 7/1/20. (the effective date) and pre-payments for goods purchased and services rendered after 6/30/21 (the lapse date) are not eligible for reimbursement.
- C. The Borough retains the right to adjust its purchase order amounts and/or advance payment(s) to the Grantee if the Borough, with good reason, determines that an adjustment is required until an unexpected issue is cleared up or remedied.
- D. No funds made available to the Grantee under this Agreement may be used for:
1. Administrative, indirect or overhead rates or fees charged as a percentage of any cost basis;
  2. Goods and services for personal use;
  3. Losses from bad debts;
  4. Contributions to contingency reserves or any similar provision for unforeseen events;
  5. Non-exchange contributions or donations to any organization, except for exchange transactions for sponsorship of conference and symposium activities where there is an equal value (benefit) to both parties (see Appendix D);
  6. Entertainment costs;
  7. Alcoholic beverages;
  8. Fines and penalties;
  9. Interest on borrowing, financing or refinancing costs, related legal or professional fees, or investment management costs;
  10. Legal fees, except for due diligence on destination marketing activities;
  11. Costs associated with lobbying at local, state, or federal levels or other political activities;
  12. Costs of promoting or opposing unionization;
  13. Costs of supporting any religious or anti-religious activities;
  14. Housing and personal living expenses;
  15. Costs of organized fund raising;
  16. The purchase of land or buildings and/or major facility renovations;
  17. Any other costs prohibited under uniform federal cost principles (2 CFR 200.400-475, Subpart E) or under any federal, state or local law.

### IV. FINANCIAL MANAGEMENT SYSTEM

The Grantee will use and maintain a financial management system that will maintain separate accounts for all revenues and expenditures of the funds made available under this Agreement.

The financial management system:

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to this Agreement;
- B. Separately accounts for all funds received from the Borough under this Agreement and implements effective accounting controls over their expenditures;
- C. Compares actual or accrued expenditures with amounts budgeted in Appendix C (Budget and Narrative);
- D. Provides procedures to determine the allow ability of costs in accordance with Sections II. Use of Funds and Reporting Requirements, III. Release of Grant Funds, and VI. General Provisions, Regulations and Restrictions (Item A);
- E. Provides detailed financial management system-generated accounting reports.
- F. Provides a systematic method ensuring the timely and appropriate resolution of audit findings and recommendations.

#### **V. INSURANCE REQUIREMENTS:**

The Grantee, either for itself or on behalf of an individual or entity with whom the Grantee contracts with to perform any portion of the project for which this grant is providing funds will ensure that coverage is maintained in the minimum amounts set forth below throughout the term of this Agreement. The Grantee shall provide current Certificates of Insurance for itself, or for and on behalf of its contractors, to the Borough. Payment under this grant will be contingent upon provision of a current certificate of insurance in the following amounts:

Worker's Compensation Employer's Liability	Statutory \$100,000 each accident; \$500,000 disease-policy limit; \$100,000 disease- each employee
Automobile Liability	\$1,000,000 combined single limit for owned automobiles.
Commercial General Liability	\$1,000,000 per occurrence

The Grantee shall submit proof of current insurance coverage in a form acceptable to the Borough. Each policy if insurance is required by this section shall provide for no less than thirty (30) days notice to the Borough prior to material modification or cancellation. A copy of the additional insured endorsement may be required.

- A. **Worker's Compensation/Employers Liability:** If the Grantee has no employees, then the Borough will waive the requirement of Workers' Compensation Insurance. To obtain a waiver, the governing board of the Grantee must pass and submit to the Borough a resolution stating that the Grantee has no employees and will have none during the term of this Grant Agreement
- B. **Automobile Liability:** Automobile Liability protecting against liability for both bodily injury and property damage with a combined single limit of \$1,000,000 for any vehicle owned by the Grantee. The Grantee shall insure that any non-owned vehicle it utilizes during the term of this Agreement is covered for automobile liability as required by Alaska Statute. If the Grantee does not own any automobiles, the Borough will waive the requirement for automobile insurance upon receipt of a resolution of the Grantee's board of directors that the Grantee owns no automobiles. The Grantee will be responsible for requiring that all non-owned, rented and hired vehicles are insured per Alaska statutes.
- C. **Commercial General Liability:** The Grantee shall add and maintain the Borough as an additional insured. Coverage shall be on an occurrence basis.

- D. All non-renewal or termination certificates must be submitted to the Borough.
- E. All insurance must be provided by a company rated "Superior" or "Excellent" by A.M. Best or specifically approved by the Borough risk manager.

**VI. GENERAL PROVISIONS, REGULATIONS AND RESTRICTIONS:**

- A. In performing its responsibilities under this Agreement, the Grantee shall comply, as applicable, with the following federal regulations and cost principles:
  - 2 CFR 180 – Debarment and Suspension
  - 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
  - 29 CFR Part 37 – Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workplace Investment Act of 1998
  - 29 CFR Part 94 – Drug Free Workplace
  - 29 CFR Part 95 – Grants and agreements with institutions of higher education, hospitals, and other non-profit organizations, and with commercial organizations, foreign governments, organizations under the jurisdiction of foreign governments, and international organizations.
  - 29 CFR Part 96 – Audit Requirements for Grants, Contracts, and Other Agreements
  - Alaska statutes AS 37.05.020 and AS 37.05.190 as detailed in Alaska Administrative Code 02 AAC 45.010 through 45.090.
  - Fairbanks North Star Borough Code 7.08.010 – Minimum Grant Standards and Requirements
- B. This Agreement shall be binding upon, and shall inure to the benefit of, the successors, and subject to any provisions relating to assignment, the assigns of the parties.
- C. Any terms of this Agreement that, by their nature extend beyond the expiration or termination of this Agreement shall remain in effect until fulfilled. Specifically, the indemnification, obligation, and/or the assumption of responsibility by the Grantee shall not be affected by the expiration or termination of this Agreement.
- D. This Agreement shall be governed by the laws of the State of Alaska with venue in the Fourth Judicial District, Fairbanks, Alaska. All parties have been afforded the opportunity to review this Agreement prior to signing with the assistance of counsel. This Agreement shall not be interpreted against the drafter.
- E. The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of such term, covenant or condition or subsequent breach of the same or any other term, covenant or condition herein contained.
- F. The Grantee shall comply with Alaska Department of Labor Standards, the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and all other federal, state and local laws.
- G. No benefit under this Agreement may be assigned, nor may any duty under this Agreement be delegated, without the prior written consent of the other party, which shall not be unreasonably withheld.
- H. This Agreement may be terminated by mutual consent of the parties expressed in writing, for breach of the Agreement, or for cause, by either party where the other party fails in any material way to perform its obligations under this Agreement, or by the Borough if there are insufficient or lack of funds lawfully appropriated for its performance. Termination under this paragraph is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds for termination, and the other party fails to cure the default within thirty (30) days after receiving the notice. Termination shall not preclude the Grantee's obligation to perform according to the terms of the Agreement for any portion of the grant award expended, or any duties performed, prior to termination.

- I. In the event of a default or violation of the terms of this Agreement by the Grantee, the Borough may institute actions to recover all or part of the funds paid to the Grantee. Repayment by the Grantee of the grant funds under this recovery provision shall occur within thirty (30) days of demand. All remedies conferred on the Borough by this Agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Borough's option.
- J. This Agreement, plus Appendix A (Strategic Plan Summary), Appendix B (COVID-19 Marketing Recovery Plan), Appendix C (Budget and Narrative), Appendix D (Sponsorship Guidance), and Appendix E (Financial and Progress Report) constitute the entire agreement between the parties and supersedes all prior negotiations or oral agreements. It shall not be modified except in writing and must be signed by the authorized representative of both parties.

## **VII. DEFENSE, HOLD HARMLESS, AND INDEMNIFICATION**

The Grantee shall defend, hold harmless and indemnify the Borough, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, any performance or non-performance and/or any defect in any services provided by the Grantee as a result of the funds provided in this agreement. This duty to defend, indemnify, and hold harmless shall include Grantee's responsibility for any and all foregoing claims, even if such claims are groundless, false, and or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either the Borough sole negligence or its willful misconduct.

This obligation shall be continuing in nature and extend beyond the term of this Agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.

The "Grantee" and the "Borough", as used in this section, include the employees, agents, subcontractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.

## **VIII. NOTICES**

Any notices concerning this agreement may be given, and all notices required by this agreement or concerning performance under this agreement shall be given, in writing, and shall be personally delivered or mailed to the addresses shown below, or such other address or addresses as may be designated by either of the parties, in writing, from time to time.

### **Fairbanks Convention and Visitors Bureau:**

Deb Hickok,  
President/CEO  
Fairbanks Convention and Visitors Bureau  
101 Dunkel Street, Ste 111  
Fairbanks, AK 99701-4806

### **Fairbanks North Star Borough:**

Jim Williams  
Chief of Staff  
Fairbanks North Star Borough  
P. O. Box 71267  
Fairbanks, AK 99707



**CONTRACT BETWEEN OWNER AND CONTRACTOR  
TO PROVIDE CONVENTION AND VISITORS BUREAU SERVICES  
TO THE CITY AND BOROUGH OF SITKA, ALASKA**

City and Borough of Sitka (“Owner” or “CBS”) desires the GREATER SITKA CHAMBER OF COMMERCE, INC., (“Contractor”) to Provide Convention and Visitors Bureau Services. This Contract to Provide Convention and Visitors Bureau Services (together with all exhibits and attachments hereto to and all amendments and modification to such contract or exhibits, collectively the “Contract”) to the City and Borough of Sitka is made and entered into by and between Owner and Contractor in consideration of the mutual promises contained in this Contract. This Contract describes Sitka Convention and Visitors Bureau duties and obligations, which include effective marketing and promotion of Sitka’s visitor attractions and tourism related services. The primary goal is to increase the level of visitor traffic to enhance the economy and maintain tourism related businesses in Sitka.

This Contract also consists of the following which are incorporated into and made a part of the Contract.

- Statement of Interest
- Exhibit A - Scope of Services (2 pages)
- Exhibit B - Compensation and Payment (1 page)

**SECTION 1. DEFINITIONS**

For the purpose of this Contract, the terms used in this Contract shall have the following meaning:

- A. “Owner” shall mean the CITY AND BOROUGH OF SITKA, Alaska.
- B. “Contractor” shall mean the GREATER SITKA CHAMBER OF COMMERCE, INC., an Alaska non-profit corporation, and any **partner, associate**, or any other person acting for and/or in behalf of the GREATER SITKA CHAMBER OF COMMERCE, INC.
- C. “Owner’s authorized representative” shall mean the person set forth in Section 20 (B)(2) of this Contract.
- D. “Days” shall mean calendar days.

**SECTION 2. CONTRACT TIME**

- A. This Contract becomes effective when signed and dated by both Parties.
- B. Contractor shall commence performance of the work identified in Section 4 immediately following receipt of the Notice to Proceed.

- C. Except as expressly allowed under this Contract, Owner need not grant Contractor any extension in the time provided to complete the work under this Contract. If Contractor's progress falls behind the project schedule, Contractor shall commit additional resources to the prosecution of the work, or take such other additional steps as are reasonably necessary to assure the completion of the work on schedule, all at no additional cost to Owner.

### **SECTION 3. CONTRACTOR QUALIFICATIONS**

- A. The Contractor expressly represents and warrants it is now and shall continue to be at all times during the performance of this Contract, the holder of all required or necessary professional, business or other licenses or permits and is qualified and capable of performing all of the work covered or called for by this Contract and is presently ready, able and willing to undertake and perform all of such work and services, and to supply all necessary materials and equipment at the times, and in a professional and workmanlike manner and pursuant to the terms, conditions and provisions, and for the compensation and payments as herein provided.
- B. All actions taken by Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. Contractor shall timely pay all federal, state and local sales, excise or other taxes or assessments incurred by the Contractor.

### **SECTION 4. SCOPE OF SERVICE**

- A. The services to be performed by Contractor shall include all services required to complete the tasks set forth and described on Exhibit A, and shall be in accordance with all applicable statutes, Sitka General Code provisions, ordinances, rules, and regulations.
- B. The Statement of Interest provided by the Contractor, and incorporated into this Contract, shall be treated as a broad general intent of Contractor as to how the Scope of Services under this Contract shall be performed, and, Contractor shall not be held to strict performance of elements of the Statement of Interest which are not specifically contained within Exhibit A. Both parties mutually agree, however, that a gross deviation by the Contractor from the intent set forth in the Statement of Interest, especially in regards to governance and management accountability, shall potentially form a reason for Termination for Cause as outlined in Section 6.

### **SECTION 5. CONTRACT TIME PERIOD**

- A. The term of this Contract shall commence on **January 1, 2019** and end at the end of the business day **December 31, 2021**.

If the Contractor complies with all terms and conditions of this Contract at all times until December 31, 2021, Owner shall have the right (hereafter "Renewal Option") to renew this contract for the period Jan. 1, 2022 to December 31, 2022; and if Contractor complies

with all the terms and conditions of the Contract at all times thereafter, Contractor and Owner may agree to a Renewal Option for subsequent one-year periods up to 5 one-year periods subject to Owner's approval for each new Renewal Option. In order to exercise these Renewal Options, Owner shall give Contractor written notice on or before August 1, 2021, or on or before August 1<sup>st</sup> of any subsequent year, of its intent to renew this Contract whereupon Contractor will have 10 days to accept or reject Renewal Option. If the Owner fails to exercise a Renewal Option, this Contract shall terminate on December 31<sup>st</sup> of that year.

## **SECTION 6. TERMINATION**

This Contract may be terminated:

- A. By mutual consent of the Parties.
- B. For the convenience of Owner or Contractor, provided that Owner or Contractor notifies the other of its intent to terminate under this paragraph at least 6 months prior to the effective date of the termination.
- C. For cause, by either Party where the other Party fails in any material way to perform its obligation under this Contract; provided, however, that as a condition of the exercise of its right of termination under this subsection the terminating Party shall notify the other Party of its intent to terminate this Contract and state with reasonable specificity the grounds, and the defaulting Party shall have failed, within 60 days of receiving the notice, to cure the default.
- D. Termination pursuant to this section shall not affect the Parties' continuing obligations under this Contract.

## **SECTION 7. DUTIES UPON TERMINATION**

- A. If either Owner or Contractor terminates this Contract for convenience, either shall pay the other, the reasonable value of all expenses incurred and services rendered prior to actual termination date. Payment under this section shall never exceed the total compensation possible under Section 10. All finished and unfinished reports and materials prepared by Contractor shall become the property of Owner.
- B. If this Contract is terminated for cause, Owner shall pay Contractor reasonable value of the services satisfactorily rendered prior to termination less any damages suffered by Owner because of Contractor's failure to perform its contractual obligations. Any finished or unfinished documents or materials shall become the property of Owner at its option. Under no circumstances shall payment under this section exceed the percentage value of work completed as defined by Exhibit Band under Section 9. Under no circumstances shall payment under this section exceed the total compensation possible under Section 9.

Exhibit A

**Scope of Service – Sitka Convention and Visitors Bureau**

The Greater Sitka Chamber of Commerce (SCVB) will be responsible for providing all Convention and Visitor Bureau services for the municipality. SCVB's work under this contract will market and sell Sitka as a premier business and leisure destination, enriching Sitka's hospitality industry and the community's overall quality of life. This work includes:

**1) Marketing and Promotion:**

- a) Develop and implement a 3-year strategic marketing plan to be presented annually to the Assembly during a work session. During this work session the contractor will include the marketing plan, budget, stats and plans for the next year. The goals should be to effectively increase the number of revenue generating functions, increase the number of independent travelers visiting, increase the number of convention center reservations and support the growth of tourism in Sitka. Emphasis should be placed on targeted marketing to maximize the return on investment, to sell destination strengths and reach specific high-growth visitor audiences. The marketing plan shall be consistent with the policy that the primary role of the Convention and Visitors Services Contract is to promote travel to Sitka through marketing and development, focusing on convention sales, tourism marketing and services, with an emphasis on shoulder and winter seasons. The plan will be continually evaluated for success and updated and revised as necessary, and work to have visitor industry stakeholder input into the marketing plan.
- b) Collaborate with State and local tourism related groups, committee's, and commissions.
- c) Design and publish annual visitors guide, place ads in a variety of media based on best ROI research available.
- d) Maintain promotional social media pages.
- e) Develop and maintain a promotional website.
- f) Host media members and group tour operators, cruise line visits and public relations.

**2) Visitor Services:**

- a) Provide telephone and email contacts for information requests and inquiries by the public.
- b) Provide timely and accessible visitor bureau services which address the informational needs of visitors via first person assistance, telephone, and internet access. First person assistance to be limited to normal business hours at the central business district Visitor Information Center and on weekends during high traffic hours determined by the contractor.
- c) Provide an accessible and visible Visitor Information Center in Sitka's central business district and supply Harrigan Centennial Hall Visitor's Desk with visitor information materials as requested by City and Borough of Sitka staff.
- d) Staff seasonal visitor information desks at port facilities during cruise days utilizing the facility. Staffing will be 30 minutes after port arrival to two

hours prior to last tender. No seasonal visitor desk staffing required for hospitality suites.

- e) Create and distribute printed information pieces for use by visitors while in Sitka. Provide information and/or brochures about lodging, restaurants, excursion's, tours, fishing charters, wildlife tours, trips and other attractions in the Sitka area
- f) Provide knowledgeable information about local goods and services, as well as cultural and historical information about Sitka thru both internet based portals, as well as physical information rack(s) located at strategic locations within Sitka.
- g) Annually, the Contractor will put out notice to Sitka businesses to take part in a directory of tourism related businesses and services. During the 30 day period, responding businesses will provide contact information and descriptions of their services. This information will be compiled and made available on the promotional website and for viewing at the visitor desks or kiosks. Notice will go out January 1st and responses will be due January 31st. The list will be updated by the Contractor and made available by February 28th.

### **3) Convention Sales and Services:**

- a) Market Sitka as a year-round meeting, conference, and convention destination. Highlight Sitka's marketable features and services in a variety of media, based on best return on investment research available.
- b) Collaborate and strategize with venue managers and the business community to attract conventions.
- c) Assist groups with conference planning (securing locales and assist with contracts, bids, printed collateral, etc.)
- d) Provide information on all support services offered in the community, create and distribute convention delegate welcome folders and welcome signs in downtown businesses.
- e) Follow up with groups, and venue and service providers to ensure customer satisfaction.

### **4) Reporting**

- a) Meet with City and Borough staff quarterly, to provide a staff prepared summary describing activities from the quarter and financial reports including ~~balance sheet~~, profit and loss statement and income statement, prepared by an external bookkeeper. Reports should be submitted within 60 days of the quarter's completion. Meeting will also review operations as needed.
- b) Provide an annual State of the Sitka Convention and Visitor Industry report to the Assembly.

### **5) Other Services:**

- a) Regularly update a marketing and promotional website and the annual visitor guide, as well as brochure displays.
- b) Develop and regularly communicate through a variety of media including newsletter formats, email blasts, push notifications, text, etc. to visitor industry businesses and providers in Sitka.

- c) Research cruise industry information and maintain an up-to-date summer cruise ship calendar on the promotional website.
- d) Manage additional contracts for the CBS as negotiated.

## 6) Metrics:

The performance of the contractor shall be based on its effectiveness to reach potential visitors, secure convention bookings, and increase tourism in Sitka. In measuring performance of marketing efforts, there is no single statistic that can be utilized to determine the effectiveness, however looking at the trends of a wide range of metrics on an annual basis can provide information regarding marketing efforts and the effectiveness of those efforts. The following metrics shall be tracked on an annual basis with FY17 being the baseline year.

- a) Convention Metrics – These metrics will track the contractor’s effectiveness at generating interest for conventions in Sitka and its ability to sell organizations on Sitka as a convention destination.
  - 1. Convention RFP Requests
  - 2. Convention Bookings
  - 3. Total Number of Convention Attendees
  - 4. Number of Room Nights
  - 5. Estimated direct attendee spending (Economic Impact)
- b) Visitor Inquiries – The goal of visitor marketing is to generate interest in Sitka. Effective marketing campaigns should generate additional inquiries. In addition, by tracking the number of inquiries as a ratio to marketing costs, it will provide an indicator of performance vs. cost.
  - 1. Number of E-mail Inquiries
  - 2. Number of visitors to the Visitor Information Center
  - 3. Number of Unique Website Visits
  - 4. Ratio of total number of inquiries to direct and indirect visitor services marketing costs
- c) Economic Indicators – Increased tourism will benefit the economy of Sitka. The key economic indicators will show the financial impact of increased tourism. However, global factors not relating to marketing performance can also affect the visitor industry.
  - 1. Transient Lodging Tax Revenue
  - 2. Potential on Investment (POI)
  - 3. Net Promoter Score
  - 4. Total Visitors to Sitka
  - 5. Sales Tax Revenue

Exhibit B

**Compensation and Payment – Sitka Convention and Visitors Bureau  
Services Contract**

In consideration of Contractor's responsibilities under this agreement, Owner agrees to pay Contractor according to the payment schedule provided below:

The annual contract amount shall be a minimum of \$300,000. Annual budget to be determined by the Sitka Assembly following an annual work session, with first payment in next fiscal year. If the contribution is increased by Assembly action, the annual contract amount will be adjusted to accordingly. The Contractor is encouraged to request additional funding for specific projects above and beyond those included in this contract, pursuant to approval by the Assembly.

For all contract years, twenty five percent of the contract amount will be paid at the start of each quarter.

**Payment schedule:**

- January 1 – 25% of the annual contract amount
- April 1 – 25% of the annual contract amount
- July 1 – 25% of the annual contract amount
- October 1 – 25% of the annual contract amount

The Owner agrees to allow Contractor use of all physical and intellectual property related to providing convention and visitor services and marketing for the term of the contract period.

Payment includes cost share on Contractor's building lease, utilities and improvements. Annual budget funds may be used to pay up to 75% percent of the associated expenses.