



155 Heritage Way  
Juneau, Alaska 99801  
Telephone: (907)586-0800, FAX: (907)586-4565

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## **NOTICE TO PROPERTY OWNERS**

The CBJ is currently operating under an emergency resolution which declares a local emergency due to historic flooding in the Mendenhall Valley, under CBJC 03.25 and AS 26.23.140.

To implement Phase 1 of advance flood mitigation measures, authorized by Ordinance 2024-40am, CBJ will access Property Owners' land. This will allow CBJ to clear land adjacent to the riverbank, make changes to the land to accommodate the HESCO barriers, and install and maintain HESCO barriers. The CBJ will access property prior to, during, and after installation of the HESCO barriers.

### **CBJ Responsibilities:**

1. The CBJ will control and manage the installation and maintenance of the HESCO barriers; all work will be conducted in a professional and prudent manner by qualified personnel.
2. The CBJ will assess properties and undertake the removal of any materials and appurtenance necessary for the installation of the HESCO barriers. The CBJ will work with the Property Owners to establish a timeline for work, as well as storage or disposal of the materials removed. The CBJ will take detailed before and after photos and video and will document all work completed. A copy will be provided to the Property Owners.
3. The CBJ is responsible for liability insurance for its contractors and staff.
4. The CBJ shall communicate with the Property Owner and provide updates on the project upon reasonable request. CBJ will provide notice to the Property Owner no less than 48 hours before commencing work.
5. Work will not take place before 7:00 a.m. or after 10:00 p.m., Monday through Friday, or before 9:00 a.m. or after 10:00 p.m., Saturday and Sunday, to the extent possible. Work will take place outside standard hours if needed due to an imminent release.
6. The CBJ will manage construction traffic and public access safely. Fencing and other safety measures will be installed as necessary to prevent public access to unsafe areas.
7. The CBJ will inspect and verify that the Property Owner's land is prepared and cleared as required before work begins.
8. The CBJ will ensure that equipment stored on the Property Owners property is confined to a designated area, upon consultation with the Property Owners.
9. The CBJ will remove the HESCO barriers at a time designated by the Manager's Office. As part of the removal, the CBJ will ensure that the area is clear of hazards and non-earthen materials.
10. The CBJ will maintain the HESCO barriers to ensure that they are in good working order.

11. The CBJ will work with Property Owners identified in Exhibit C of Ordinance 2024-40am, whose property requires additional bank armoring. A project timeline will be provided to the Property Owners.
12. Funding will be set aside to reimburse Property Owners for appurtenance which were removed due to HESCO barrier installation. Property Owners may apply for reimbursement for necessary rebuilds per Ordinance 2024-40am. CBJ will take before and after pictures to document work.

**Property Owner Responsibilities:**

1. The Property Owner will provide the CBJ with access to their property for site review, installation, and maintenance of the HESCO barriers.
2. The Property Owner will notify the CBJ of any potential hazards on the property.
3. The Property Owner will keep the area surrounding the HESCO barriers free and clear of any obstruction that would interfere with intended mitigation use.
4. The Property Owner understands that equipment may be stored on their property during the installation process.
5. The Property Owner understands that the barriers may remain installed for up to 10 years, although all parties acknowledge that earlier removal is desired.
6. The Property Owner will not modify or alter the barriers in any way. Should an issue arise, the Property Owner will reach out to CBJ for assistance.
7. The Property Owner will reach out to CBJ if a HESCO barrier malfunction is observed.
8. The Property Owner will reach out to CBJ if ground settling, or barrier slippage is observed.
9. The Property Owner will not use the HESCO barrier for any other use or activity other than its intended mitigation.
10. The Property Owner will utilize additional flood fighting methods to supplement the HESCO barriers, including, but not limited to, blocking private drains that extend into the river.

**Property Rights:** No property transfers ownership to CBJ.

**Additional Measures:** The installation of HESCO barriers are intended to mitigate possible flood damage to home and property; however, there is no guarantee that these barriers will be 100% effective. The Property Owner may need to employ additional methods to protect their home and property, such as sandbags or other flood fighting methods the Property Owner deems necessary to protect their private property. Many properties have private drainpipes (foundation, downspout, sump pumps, floor drains, yard drains etc.) extending into the river that are not protected by the HESCOs; these private drains are solely the responsibility of the Property Owner to block or otherwise protect against the consequences from flooding inundation caused by these private pipes.



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**MEMORANDUM OF UNDERSTANDING  
BETWEEN SPECIALLY BENEFITED PROPERTY OWNERS AND  
THE CITY AND BOROUGH OF JUNEAU**

**PARTIES**

This Memorandum of Understanding (“MOU”) is between \_\_\_\_\_, Specially Benefited Property Owner at \_\_\_\_\_ Juneau, Alaska 99801 (“Property Owner”) and the City and Borough of Juneau (“CBJ”).

**AUTHORITY:** The CBJ is currently operating under an emergency resolution which declares a local emergency due to historic flooding in the Mendenhall Valley, under CBJC 03.25 and AS 26.23.140.

**PURPOSE:** To implement Phase 1 of advance flood mitigation measures, authorized by Ordinance 2024-40am.

**MEMORANDUM OF UNDERSTANDING:** The Property Owner has been provided a copy of the *Notice to Property Owners* which sets forth roles and responsibilities and is incorporated herein. Due to unique circumstances or property characteristics, the parties memorialize the following additional expectation and understandings.

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**Financial:** No financial consideration or agreement is established under this MOU, as Ordinance

2024-40am governs the cost and division of payment for the Local Improvement District (LID).

**Property Rights:** This MOU does not create any new or additional property rights for CBJ or Property Owner. No property transfers ownership to CBJ.

**Agreement.** All parties mutually agree to the terms of this MOU.

This Memorandum of Understanding is entered into as of the date signed by both parties.

**CBJ**

**Property Owner:**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

DRAFT