

Presented by: The Manager  
Presented: 01/12/2026  
Drafted by: Law Department

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

**Serial No. 2025-01(b)(V)**

**An Ordinance Appropriating up to \$900,000 to the Manager for a Loan to Brave Enterprises, LLC; Funding Provided by the Affordable Housing Fund.**

WHEREAS, during the 2025 Juneau Affordable Housing Fund solicitation, the City and Borough of Juneau (“CBJ”) received a proposal from a private development group for a construction loan of \$900,000 for 18 downtown residential housing units that includes 2 efficiencies, 10 one-bedroom apartments and 6 two-bedroom apartments that will be rented at 80% AMI or below to be developed at Juneau Townsite BL 15, LT 4&5 in Juneau, Alaska; and

WHEREAS, the Juneau Affordable Housing Fund Review Committee recommends the Assembly approve a loan of \$900,000 to Brave Enterprises, LLC, for the 434 Third Street project; and

WHEREAS, CBJ and Brave Enterprises, LLC agree that, since a bank loan will be used for the development project, a loan from CBJ must be secured in a manner that places CBJ’s interests after those of the bank, otherwise a bank will not loan on a development project; and

WHEREAS, given the high demand for housing and the potential benefits for the community if the Juneau Townsite BL 15, LT 4&5 project is fully developed, the following appropriation terms and conditions are in the best interest of the community.

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

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

1           **Section 2. Appropriation.** There is appropriated to the Manager the sum of  
2 \$900,000 for a loan to Brave Enterprises, LLC.

3           **Section 3. Source of Funds.**

4                           Juneau Affordable Housing Fund                           \$900,000

5           **Section 4. Loan Purpose and Terms.** The Manager is authorized to negotiate a  
6 loan contract with Brave Enterprises, LLC with the following essential terms, in addition to  
7 other reasonable contractual and financing provisions deemed necessary by the Manager to  
8 protect the City and Borough:

- 9
- 10 (a) **Intent.** Housing is in high demand. The purpose of this loan is to provide capital in the  
11 form of a construction loan, secured by a mortgage lien, to encourage and facilitate the  
12 development of 18 residential units to be developed Juneau Townsite BL 15, LT 4&5 in  
13 Juneau, Alaska.
- 14 (b) **Restrictions.** The Manager must include, and the Borrower must agree to, the following  
15 restrictions which are necessary to protect the public’s interest with this loan:
- 16
- 17 (1) **Rentable Apartments.** During the term of this loan, the housing units must  
18 remain apartments and available to rent. The apartments may be converted to  
19 other forms of housing (i.e. condos) upon complete satisfaction of the CBJ loan.
- 20 (2) **Short-term rental.** During the term of this loan, no apartment may be used as a  
21 short-term rental. The short-term rental restriction expires upon complete  
22 satisfaction of the CBJ loan.
- 23 (3) **Affordability.** The project includes 18 housing units that must be rented or  
24 available for rent to people who make 80% or less than the Juneau Area Median  
25 Income (\$1,932 or less for a one-bedroom and \$2,174 or less for a two-bedroom per  
month) adjusted for inflation annually for 30 years.

1 (c) **Borrower.** The Developer/Borrower is Brave Enterprises, LLC, entity # 10130693  
2 represented by David T. D'Amato as part of a multi-member Alaska limited liability  
3 company with Bradford George Range.

4 (d) **Real Property (“Property”).** This appropriation is for 18 residential housing units on a  
5 portion of the following real property:

6  
7 Juneau Townsite BL 15, LT 4&5, Juneau Recording District,  
8 First Judicial District, State of Alaska.

9 (e) **Loan Amount.** A construction loan of \$900,000 shall be made to Brave Enterprises LLC,  
10 in a single disbursement.

11 (f) **Payment Term.** Brave Enterprises, LLC shall pay CBJ monthly once repayment of the  
12 loan commences. Monthly payments shall begin the first business day of the first month  
13 that occurs six months after a final certificate of occupancy is obtained from the CBJ  
14 Building Official. The loan payments shall be calculated on a 25-year amortization  
15 schedule and the full amount of the loan shall be due after 10 years of payments (120  
16 monthly payments).

17 (g) **Interest Rate and Calculation.** The loan authorized by the ordinance will be at zero  
18 percent (0%) per annum from disbursement and for the first five years of the loan  
19 repayment and two percent (2%) per annum for the remaining five years of the loan  
20 repayment. After ten years of payments, the loan shall be repaid in full.

21 (h) **Security.** Brave Enterprises, LLC must agree and grant authority to the City and  
22 Borough to secure and record a lien for the full loan amount plus interest, costs, and  
23 reasonable attorney’s fees related to or arising from the mortgage contract against the  
24 real property and all personal property owned by the Borrower on or near the real  
25 property. Brave Enterprises, LLC and the City and Borough may renegotiate the terms

1 of the property which provides security for the loan over the life of the loan, but the  
2 security must match or exceed the value of the outstanding loan. Brave Enterprises, LLC  
3 must further agree to authorize the City and Borough to secure the loan with liens on  
4 any materials purchased with the loaned money; the City and Borough will release the  
5 materials liens either upon Brave Enterprises, LLC completing repayment or upon  
6 permanently installing the materials onto or into the property.  
7

8 (i) **Subrogation.** The Manager may subrogate the CBJ's interests to those of the  
9 commercial banking lender.

10 (j) **Additional Loan Terms.** The Manager may add additional terms consistent with the  
11 intent of this ordinance.

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

14 Adopted this 9 day of February, 2026.

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Beth A. Weldon, Mayor

18 Attest:

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Breckan L. Hendricks, Municipal Clerk