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**IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
FIRST JUDICIAL DISTRICT IN JUNEAU**

JOSEPH R. KARSON, ROBERT J.  
SYLVESTER, and JOHN T. INGALLS,

Plaintiffs,

v.

CITY AND BOROUGH OF JUNEAU,

Defendant.

CASE NO.: 1JU-25-00911CI

**CITY AND BOROUGH OF JUNEAU’S ANSWER**

Defendant City and Borough of Juneau (CBJ), answers the allegations set forth in the Plaintiff’s *Complaint for Injunctive and Declaratory Relief* dated October 31, 2025, as follows:

**I. JURISDICTION AND VENUE**

1. Admit.
2. Admit.
3. Admit.
4. Admit in part and deny in part. The Plaintiffs’ sought relief focuses on injunctions and declarations, the only financial element is that of litigation costs consisting of attorney’s fees and costs. There is no dollar amount in controversy.

**II. PARTIES**

5. Admit in part and deny in part. Defendant believes that Robert J. Sylvester no longer resides on Telephone Hill.
6. Admit.

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### III. FACTUAL ALLEGATIONS

7. Admit in part and deny in part. Statements are generally overbroad, Telephone Hill has been recognized as a Historic Neighborhood but not formally classified as a Historic District, Telephone Hill was not part of the original townsite survey, and while the Webster House has been considered the oldest house in Juneau, not all of the residences on the hill are considered the oldest..
8. Admit.
9. Admit in part and deny in part, calls for legal conclusion. The neighborhood has not been classified as a District, and stating that the development of the area would be done without a Section 106 review calls for a legal conclusion, which the Defendant disputes.
10. Admit in part and deny in part. The Webster House was the site of the original telephone switchboard that served the communities of Douglas and Juneau, but Defendant is without sufficient information to admit to the switchboard's continued presence.
11. Deny. Defendant believes there to be 13 housing units, consisting of four single family residences, two duplexes, and one five-unit property.
12. Admit in part and deny in part. In 1984, the Defendant CBJ entered into a Cooperative Use Agreement (CUA) with the State of Alaska that allowed the CBJ to acquire some or all of the property and be reimbursed its adjusted payments less the

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property’s then-market value if the State did not develop the Juneau Government Center.

13. Admit in part and deny in part. The CUA was amended in 2008 to authorize a real property lease that allowed the CBJ’s development of parking and transit infrastructure in the property at the CBJ’s own expense, but it did not include free use by the Alaska Legislature.

14. Admit in part and deny in part. Defendant also acquired the property for purposes of private development.

15. Admit.

16. Admit in part and deny in part. Quitclaim Deed No. 2125, ADL No. 109129 was issued on March 16, 2023 and recorded on March 21, 2023.

17. Admit in part and deny in part. CBJ Resolution 2999 accepted the Telephone Hill properties in exchange for releasing any claims related to the original \$2,000,000 investment with the State.

18. Admit in part and deny in part. Resolution 2999 did not state that the purpose of the acquisition was no longer to build a Juneau Government Center on Telephone Hill, though did state that “given the recent enactment of HB349, the City and Borough of Juneau is beginning a public planning process to redevelop Telephone Hill and intends to have the properties inspected for tenant health and safety, for condition assessment, and for environmental hazards.” (no italics). The resolution also

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requested that the State “not actively enforce the eviction proceedings initiated by the July 28, 2022, eviction notices.”

19. Admit in part and deny in part. While a development plan was submitted, no plan has been finalized.

20. Admit.

21. Defendant is without sufficient knowledge or belief to admit or deny the allegations, and therefore denies them.

22. Admit in part and deny in part. Although no study has specifically focused on the environmental impacts of removing the dwellings, a Phase I Environmental Site Assessment was conducted in May of 2024 “to identify potential or existing Recognized Environmental Conditions (RECs), Historical RECs (HRECs), and/or Controlled RECs (CRECs)” which focused on the presence of “any hazardous substances or petroleum products.”

23. Admit in part and deny in part. Although new geotechnical work (including core drilling) has not occurred, previous geotechnical investigations for the Downtown Parking Garage occurred prior to its construction in 2011 and geotechnical engineers from RESPEC inspected Telephone Hill in August of 2025, finding no evidence of instability or compromised soils that would jeopardize future development. A new detailed geotechnical report is planned to take place following demolition.

24. Defendant is without sufficient knowledge or belief to admit or deny the allegations, and therefore denies them.

- 1
- 2 25. Admit in part and deny in part. Although no formal Request for Proposals (RFP)
- 3 has been issued, initial developer interviews were conducted by Leland Consulting
- 4 Group in order to gauge interest from potential development partners as part of the
- 5 initial redevelopment study.
- 6 26. Admit in part and deny in part. The first quote occurs after the second quote, and
- 7 part of the second quote is fabricated. There is no sentence contained on page 40 of
- 8 the Market Analysis, Feasibility Analysis and Development Strategy, nor anywhere
- 9 else in the document, that reads “which could only pencil out by offsetting costs
- 10 with short term rentals.” There is a sentence on page 41 that states, “In a low-cost
- 11 scenario, Housing Trust Fund dollars could help a mixed-income project that
- 12 includes short term rentals pencil.”
- 13
- 14 27. Admit in part and deny in part. One of these is another fabricated quote; there is no
- 15 sentence that reads, “there is no scenario that breaks even given Juneau’s Area
- 16 Median Income.” On Page 40, there is a sentence that states, “Assuming
- 17 development costs between \$450 and \$550 per square foot, there is no scenario that
- 18 breaks even.” There is no mention of median income in either the same paragraph
- 19 or even same page. The full sentence from which the second quote is taken is, “The
- 20 per unit gap in this scenario falls within the typical subsidy range for the Housing
- 21 Trust Fund, though there may be political challenges to contributing public funding
- 22 for a market rate project that includes short term rentals.”
- 23

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2 28. Admit in part and deny in part. The Historic Resources Advisory Committee  
3 (HRAC) did not identify Telephone Hill as a historic neighborhood, but rather cited  
4 the CBJ Historic and Cultural Preservation Plan which is referenced in Ordinance  
5 2020-07 and mentions Telephone Hill as a historic neighborhood.

6 29. Admit in part and deny in part. The first sentence omits some commas. The second  
7 sentence, while an accurate quote, is misattributed to the HRAC. This quote is a  
8 subparagraph outlining some of the public concern expressed to the HRAC, not  
9 HRAC's own statement or advice.

10 30. Admit in part and deny in part. The HRAC has continued to meet regularly and has  
11 discussed Telephone Hill, consistent with CBJC 49.10.410. No federal or state  
12 moneys or departments have been involved up to this point and therefore neither  
13 federal or state processes may be initiated.

14  
15 31. Deny. The Assembly directed the City Manager to work on a Memorandum of  
16 Understanding with the U.S. Coast Guard at a September 29, 2025 Committee of the  
17 Whole meeting.

18 **IV. CLAIMS FOR RELIEF**

19 **Count I: Improper Eviction**

20 32. The CBJ incorporates its answers to paragraphs 1 – 31 above.

21 33. Deny.

22 **Count II: Illegally Phased Decision Process**

23 34. The CBJ incorporates its answers to paragraphs 1 – 33 above.

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2 35. Admit in part and deny in part. The Assembly passed Ordinance 2024-01(b)(AY)  
3 on June 9, 2025, which appropriated \$1,800,000 to the Manager for Telephone Hill  
4 Redevelopment Capital Improvement Project and transferring \$1,922,615 from the  
5 Pederson Hill Phase IB II Capital Improvement Project to the Telephone Hill  
6 Redevelopment Capital Improvement Project, the funding of which was provided by  
7 lands funds, general funds, and sales tax funds. This was one step of many that the  
8 Assembly has taken towards the redevelopment of Telephone Hill. The  
9 redevelopment of Telephone Hill is not a “phased” development in the way  
10 Plaintiffs assert and Plaintiffs misrepresent what phased development means under  
11 referenced Alaska case law and CBJ code.

12 (a) Deny. Ordinance 2024-01(b)(AY) referenced a May 5, 2025, Committee of the  
13 Whole meeting in which staff were directed to deliver Notices to Vacate to  
14 residents the week of May 19, 2025, mandating all residential units be vacated by  
15 no later than October 1, 2025. Evictions were not filed on or before November 1,  
16 2025.

17 (b) Deny.

18 (c) Deny.

19 (d) Deny.

20 (e) Deny.

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22 36. Deny. The Telephone Hill redevelopment is not a “segmented plan” like that  
23 discussed in *Thane Neighborhood Association v. City and Borough of Juneau*, 922

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P.3d 901 (Alaska 1996) (the complaint incorrectly names the defendants in that case as the “Citizens and Borough of Juneau”) and the case is not analogous.

(a) Deny. There is no phasing of permitting like that discussed in *Thane*.

(b) Deny. There is no phasing of permitting like that discussed in *Thane*.

(c) Admit. There is no phasing of permitting like that discussed in *Thane*.

37. This is a quote from a case and no admission or denial is appropriate.

**Count III: Violation of Federal and State Historic Preservation Acts**

38. The CBJ incorporates its answers to paragraphs 1 – 37 above.

39. Admit. This is a quote from the Advisory Council on Historic Preservation website.

(a) Deny.

(b) Deny.

(c) Deny.

40. Deny. Resolution 572 established the Juneau Historic District Advisory Committee and designated the Assembly as the Juneau Historic District Commission. Neither resolution mentions a Certified Local Government Coordinator.

41. Deny. The Assembly was designated as the Juneau Historic District Commission, not the committee.

(a) Admit.

(b) Admit.

(c) Admit.

(d) Admit.

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2 42. Admit in part and deny in part. The Assembly is not the Committee. Under CBJC  
3 49.10.410, the HRAC’s duties include (1) reviewing and make recommendations  
4 about local projects that might affect properties identified in the local historic  
5 preservation plan; (2) reviewing and developing nominations to the National  
6 Register of Historic Places for properties within the City and Borough; (3) engaging  
7 with property owners in the historic district, encouraging participation in  
8 preservation activities, facilitating educational opportunities, and providing  
9 resources and guidance on best practices for maintaining historical integrity; (4)  
10 providing an annual report to the Assembly on its activities, including updates on the  
11 outreach to property owners in the historic district, preservation education  
12 opportunities offered; nominations made to the National Register of Historic Places,  
13 and projects reviewed; and (5) cooperating and consulting with the assembly, the  
14 historic district commission, the community development department and the state  
15 historic commission on matters concerning historical districts and historic,  
16 prehistoric, and archaeological preservation in the City and Borough.

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18 43. Admit in part and deny in part. In a December 11, 2023 letter, the HRAC advised  
19 that the Telephone Hill redevelopment project, which was in the planning process,  
20 had “the potential to negatively impact” the neighborhood.

21 44. Deny.

22 **V. DEFENSES**

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1. To the extent the Complaint includes factual allegations within its “Claims for Relief” that are not set forth or supported in the preceding “Factual Allegations” section, Defendant denies those allegations.
  2. Failure to exhaust administrative remedies of the eviction process.
  3. Defendant is fully compliant with the Uniform Landlord Tenant Act including the tenants’ current month-to-month tenancy under AS 34.03.020, termination under AS 34.03.290, and seeking attorney’s fees under AS 34.03.350.
  4. Speculative or remote damages regarding an amount in controversy exceeding \$100,000.
  5. The holding in *Thane Neighborhood Association v. City and Borough of Juneau*, 922 P.2d 901 (Alaska 1996) does not apply.
  6. None of the requirements in the Alaska Historic Preservation Act (AHPA) or National Historic Preservation Act (NHPA) apply.
  7. Any requirements contained in the CBJ’s Historic and Cultural Preservation Plan referenced in Ordinance 2020-07 are being, and have been, complied with.
  8. There is no CBJ code section 49.10.040.
  9. The ordinance passed on June 9, 2025; appropriating funding did not include any decision to evict lessees of Telephone Hill, though it did reference a May 5, 2025 meeting of the Committee of the Whole where staff were directed to deliver Notices to Vacate to Telephone Hill tenants requiring them to move out no later than October 1, 2025.

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2 10. Defendant currently lacks information and knowledge as to any actions taken on  
3 June 9, 1925.

4 **VI. PRAYER FOR RELIEF**

- 5 1. That the Court enter judgment for the Defendant.  
6 2. For costs incurred herein, including attorney's fees.  
7 3. For other and further relief as the Court may deem just and proper.

8  
9 DATED at Juneau, Alaska, this 14th day of November, 2025.

10 CITY AND BOROUGH OF JUNEAU

11  
12 By: 

Clinton Mitchell, Alaska Bar No. 2106079  
Assistant Municipal Attorney

13 **CERTIFICATE OF SERVICE**

14 I certify that on this 14th day of November, 2025, a true and correct copy of the foregoing  
15 document was served on the following party via electronic mail:

16 Fred Triem  
17 [triemlaw@alaska.net](mailto:triemlaw@alaska.net)  
18 and  
19 PO Box 129  
Petersburg, Alaska 99833-0129

20 By: 

Paralegal

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Fred Triem  
PO Box 129  
Petersburg, Alaska 99833-0129



9590 9402 9344 5002 1148 56

2. Article Number (Transfer from service label)

9589 0710 5270 2964 8195 41

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

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- A receipt (this portion of the card) is provided to you.
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- Electronic verification of delivery.
- A record of delivery (including signature) that is retained for a specified period.

**Important Reminders:**

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- Insurance coverage is not available for Certified Mail service.
- Insurance coverage of Certified Mail service does not include certain Priority Mail items.
- For an additional fee, and endorsement on the mailpiece, you may purchase Return Receipt service, which provides a record of delivery (including the signature of the recipient). You can request a hard copy or an electronic version. For a complete PS Form 3811, Return Receipt, attach PS Form 3800, January 2020.

PS Form 3800, January 2020