# ASSEMBLY COMMITTEE OF THE WHOLE AGENDA

**May 22, 2023 at 6:00 PM**

**Assembly Chambers/Zoom Webinar**

https://juneau.zoom.us/j/95424544691 or 1-253-215-8782 Webinar ID: 954 2454 4691

Assembly Committee of the Whole Worksession-no public testimony will be taken.

**A. CALL TO ORDER**

**B. LAND ACKNOWLEDGEMENT**

We would like to acknowledge that the City and Borough of Juneau is on Tlingit land, and wish to honor the indigenous people of this land. For more than ten thousand years, Alaska Native people have been and continue to be integral to the well-being of our community. We are grateful to be in this place, a part of this community, and to honor the culture, traditions, and resilience of the Tlingit people. Gunalchéesh!

**C. ROLL CALL**

**D. APPROVAL OF AGENDA**

**E. AGENDA TOPICS**

1. **Docks & Harbors - UA Lease Fisheries Terminal**
2. **Accessory Dwelling Unit Grant Program Update**
3. **South Seward Street Renaming**

**F. STAFF REPORTS**

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

**H. NEXT MEETING DATE:** Monday, June 5, 2023, 6:00 p.m.

**I. SUPPLEMENTAL MATERIALS**

**J. 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.gov.

City and Borough of Juneau
City & Borough Manager's Office
155 South Seward Street
Juneau, Alaska 99801
Telephone: 586-5240| Facsimile: 586-5385

To: Deputy Mayor Gladziszewski and Assembly Committee of the Whole

From: Rorie Watt, City Manager

Re: UA Property Lease by Docks and Harbors

This issue has gone on for a long time. The best practical advice I can offer is:

1. Consent to a 4 year continuation of UA leasing, after which the site will be vacated or private operators may lease directly with UA (CBJ gets out of the middle of this activity).
2. Consent to the general fund support of UAS student activities and the contractualization of the existing Eaglecrest program.
3. Direct Docks and Harbors to attempt to transition boat yard services to a new location.
4. Agree that the $2M that was previously allocated for purchase of the property can be used for capital improvements to a new location.

* * * *

As a side note, when the Assembly contributed $500K 30 years ago for the construction of the Egan library, they effectively paid partial lease costs in advance. We have focused on the disparity between fair market value from the appraisal and the revenue that CBJ collects from releasing. To properly evaluate the economics, we should give credit of an additional $30K or so a year from that initial investment.

City & Borough of Juneau
155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

**From:** Port Director
**To:** Assembly, Committee of the Whole
**Via:** City Manager
**Date:** May 19th, 2023
**Re:** UAS Property – CBJ Docks & Harbors Lease Options

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1. Since 1988, CBJ Docks & Harbors has enjoyed a favorable 2.77-acre lease arrangement for property between Aurora and Harris Harbors with the University of Alaska (Lease Parcels A, B & C in encl (1)). This arrangement, which will expire on June 5th, allowed CBJ to pay only $12K/year in rent payments in consideration for a $500K grant made to the UAS Egan Library in the original agreement. The lease allows for a one-time renewal but only at fair market value, determined to be $230,400. This property adjoins the two downtown harbors and provides service and water access for commercial fisheries and other maritime users, including a sub-lease to a commercial boatyard. As far back as 2020, Docks & Harbors has been in communication with the University in an attempt to purchase the leased property at fair market value. The negotiation goal has now matured to achieving a workable lease agreement which enables the University to fulfil its fiduciary responsibilities with Docks & Harbors continuing to subsidize marine services as not to severely impact its operational budget.

2. The Port Director, City Manager and Docks & Harbors Board Chair, have met on several occasions with UAS leadership and the UA Land Management Director. Broadly speaking, the University position is that the Vo-Tech property is both financially valuable and operationally necessary for the programs served at this location. It is also factual that UAS desires to achieve efficiencies by consolidating programs, perhaps away from the Vo-Tech campus, but the pending appointment of a new chancellor does not align with pursuing a property sale of the leased lands at this time. The UAS leadership was amenable to entering a new short-term lease and was willing to offer financial considerations for "educational benefits" offered by CBJ.

3. The Port Direction, upon consulting with the Public Works Director, Parks & Recreation Director, Eaglecrest Manager and the City Manager, proposed ideas to UAS to improve the quality of life for its students and to enable the college to offer these education benefits as recruiting tools. The Docks & Harbor Board considered the proposal and, with reluctance, approved this offer at its February 23rd Board meeting (encl 2). The UAS leadership and UA Land Management Director drafted a four-year lease amendment with a reduction to $100K/year from the fair market value which includes educational benefits previously considered (encl 3). In reviewing Amendment 4, the Eaglecrest Manager has expressed concerns that his budget may not be able to support lucrative benefits to the UAS student but has proposed more modest discounted rates.

4. The Docks & Harbors Board believes the maritime community is best served with a downtown waterfront connection between Aurora/Harris Harbors providing access for commercial fisheries. The Board has literally spent dozens of hours on this topic over the past three years. The preferred Board option is to secure this property through purchase and sales agreement and leveraging the $2M appropriation provided by the Assembly (encl 4). Docks & Harbors believes termination of the lease will cause financial harm to Juneau mariners who rely on these services and that CBJ's reputation for commercial fisheries will be tarnished. At the May 17th, Operations-Planning meeting some Board members expressed fiscal support to cover what Eaglecrest is unable to provide. At the April 27th meeting, the Docks & Harbor Board voted in favor of extending the lease four years.

#

Encl: (1) UAS Vo-Tech Property - Aerial Map
(2) Port Director Memo to Docks & Harbor Board dated February 10th, 2023
(3) Lease amendment #4
(4) Ordinance 2021-08(b)(am)(P)

# Port of Juneau

155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

**From:** Carl Uchytil, Port Director
**To:** Docks & Harbors Board
**Via:** Docks & Harbors Operations & Planning Committee
**Date:** February 10th, 2023
**Re:** UAS PROPERTY – FUTURE LEASE AGREEMENT

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1. The lease agreement between CBJ and the University is set to expire on May 5th. Under the existing lease extension, Docks & Harbors could renew the lease for 33-years at fair market value, which is determined to be $230,400/year. Existing revenue sources generated within the leased area by Docks & Harbors would cover less than 20% of the fair market lease rent payment to the University.

2. Over the past two years, numerous ideas to secure this property for harbor use have been considered by the Docks & Harbors Board and others, including the Assembly appropriating $2M towards the purchase of the 2.77 acre property currently under lease. The Board of Regents, through the UA Land Management Office, is firm on its position not to entertain a fee simple sale of the land; however, they remain open to negotiating a lease at less than fair market value, if "educational benefits" can be presented.

3. The Port Director, Board Chair and CBJ Manager has met on multiple occasions with the UA Land Management Director, UAS Chancellor and UAS Vice-Chancellor. The most recent negotiations have centered on opportunities and services which the City & Borough of Juneau can offer to UAS. After consulting with CBJ Directors, the following in-kind educational benefits are proposed:

A. Eaglecrest:
   (a) offers deep discounts or free services for lift tickets and gear rental;
   (b) offers entering into an internship with UAS students pursuing outdoor recreation degrees;
B. CBJ Transit: offers free CBJ bus passes to UAS students.
C. CBJ Parks & Recreation:
   (a) offers free access for Treadwell Area Rink to UAS students;
   (b) offers free access for CBJ Pools to UAS students;
   (c) offers free access for CBJ Dimond Park Fieldhouse to UAS students.
D. CBJ Docks & Harbors:
   (a) offers kayak storage and no cost launch use at Statter Harbor for UAS students;
   (b) offers entering into paid internships with UAS students desiring to work in the maritime industry including harbor operations, harbor marketing or harbor administration;
   (c) offers active and engaged relationship within the UAS/CG CSPI program;
   (d) offers snow removal at the 5.34 acre downtown facility.

4. The University leadership team has reviewed the proposed "educational benefits" with a general consensus to support the reduction of the lease rate to $100,000/year for a lease term not exceeding five years. This would provide the University time to explore solutions on a broader scale that may involve relocation of UA programs from the Vo-Tech Building and adjoining 5.34 acre facility.

5. In the cursory discussion with the University, they indicated a new lease would be required and that their General Counsel would initiate the lease. Most likely, the terms of the educational benefits would be negotiated and included in the new lease. CBJ Law would also be involved in the crafting of the terms of the lease. The proposed lease terms of less than five years will hamper Docks & Harbors competitiveness in federal grant opportunities for the Juneau Fisheries Terminal.

6. Docks & Harbors also sub-leases to three sub-lessees (Harri Commercial Marine, Juneau Hydraulics & Alaska Memories). CBJ Law has been consulted and is exploring whether "preference privilege" exists to the three existing sub-lessees pursuant to CBJ Code 53.23.100. This privilege is available to a lessee under an existing lease which expires or terminates is to re-lease the same lands as long as all other factors are substantially equivalent. If Law determines preference privilege exists, this would allow Docks & Harbors to continue the sub-lease relationships without further competition.

7. The question before the Docks & Harbors Board is to determine whether to accept a proposed less than fair market value of $100,000 per year for continued lease of 2.77 acres with the University of Alaska? This decision, if affirmed, will place into motion drafting of a new lease agreement which will require future Board and Assembly approvals. A decision not to accept the proposal most likely would result in the termination of the lease on May 5th.

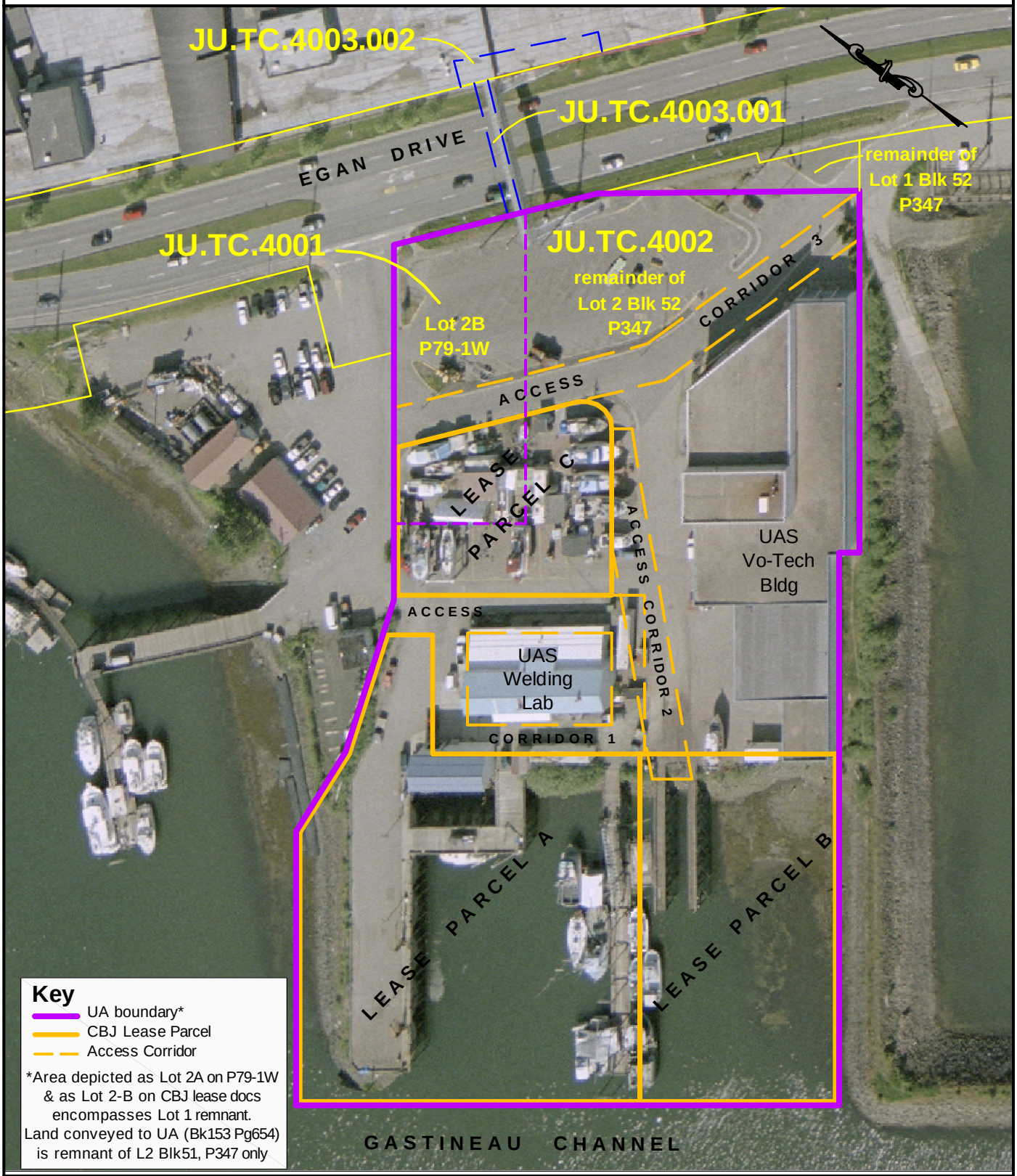
#

Encl: Aerial Photo of Leased Area

Copy: CBJ Manager
Eaglecrest Manager
CBJ Engineering & Public Works Director
CBJ Parks & Recreation Director

# Juneau Tech Center

JU.TC.4001
JU.TC.4002




UA LAND MANAGEMENT
March 2009

0 100 ft
Scale

| Meridian | Township | Range |
|---|---|---|
| C.R. | 41S | 67E |

Date of photo: 6-09-06 Source: Aero-Metric Anchorage
(Photography is unrectified; Distortions exist.)

AMENDMENT NO. 4 BETWEEN
THE UNIVERSITY OF ALASKA AND THE CITY AND BOROUGH OF JUNEAU
FOR LEASE AGREEMENT
FISHERIES AND MARINE RELATED DEVELOPMENT OF UAS MARINE TECH CENTER
JUNEAU, ALASKA

THIS LEASE AGREEMENT AMENDMENT NO.4 ("Amendment No.4"), by and between THE CITY AND BOROUGH OF JUNEAU ("LESSEE"), a municipal corporation whose address is 155 South Seward Street, Juneau, Alaska 99801 and the UNIVERSITY OF ALASKA ("LESSOR"), a corporation created under the Constitution and laws of the State of Alaska, whose address is 1815 Bragaw Street, Suite 101, Anchorage, Alaska 99508 3438, is made effective as of May 6, 2023.

RECITALS

WHEREAS, the Lessor and Lessee entered into that certain Lease dated May 6, 1988, for a term of thirty-three years.

WHEREAS, the 1988 Lease allowed Lessee a one-time option to extend the Term of the Lease for an additional thirty-three years, which Lessee did not exercise.

WHEREAS, the parties previously agreed to Amendments No. 1 in 2021 and No. 2 in 2022, eacb extending the lease term for a year, and No. 3, extending the lease term for a month, now set to expire June 5, 2023.

WHEREAS, the parties are now desirous of leasing the same property for a four-year term.

NOW THEREFORE, The City and Borough of Juneau and the University of Alaska agree as follows:

Sections 1.3 and 1.4 are deleted.

Section 2 is replaced in its entirely with:

**TERM.**

A. This Lease shall be for **FOUR (4)** years (the "Term") commencing on **June 6, 2023** and expiring **June 5, 2027** without notice or other action by either party, unless earlier terminated or extended as provided in this Lease.

Section 3 is deleted.

Section 4 is replaced in its entirety with:

**RENT.**

A. Base Rent. Lessee agrees to pay to the University the sum of EIGHT THOUSAND THREE HUNDRED THIRTY-THREE AND 33/100 DOLLARS ($8,333.33) monthly as rent, payable upon execution of this Lease with the first payment due May 5, 2023 and on the fifth of each month thereafter, without deduction and without notice or demand. Payment shall be submitted to the University at the address listed on page 1 of this Lease or at such other place as the University may designate.

B. Interest on Unpaid Rent, Late Charges. A late payment fee of five percent (5%) of the amount due shall accrue for any payments due under this Lease not made within ten (10) days of the due date. In addition to the late payment fee, unless otherwise specifically provided herein, any sum payable to Lessor hereunder which is not paid when due shall bear interest at the highest rate allowable under AS 45.45.010 (b) on all amounts past due from the date the same becomes due until paid.

C. Educational Benefit. In consideration for the Base Rent being discounted from the fair market rental value of the property, Lessee will provide, throughout the Lease term, the following in-kind benefits:

1. Lessee shall provide free lift tickets and 50% discounts on gear rental at Eaglecrest for UAS students and entering into internships for UAS students pursuing outdoor recreation degrees.
2. Lessee shall provide CBJ bus passes to UAS students at no cost.
3. Lessee shall provide access at no cost to Treadwell Rink, CBJ Pools and Dimond Park Fieldhouse for UAS students.
4. Lessee shall provide kayak storage and launch services at Statter Harbor at no cost for UAS students.
5. Lessee shall provide or arrange no fewer than three (3) paid maritime internships to UAS students each semester, including but not limited to harbor operations, harbor marketing, or harbor administration.
6. Lessee engaged relationships with the UAS/CG/ CSPI program.
7. Lessee shall provide snow removal at no cost to UAS at the 5.34-acre UAS Tech Center facility, both those portions leased hereunder to Lessee and those portions remaining under UAS occupancy, including but not limited to the UAS Welding Lab and UAS Vo-Tech Building.

Section 5 is deleted.

Section 11 is replaced in its entirety with:

**INSURANCE.**

A. General Requirements.

i. Lessee and its contractor and subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, Section 12, and to provide the Lessor with a Certificate of Insurance ("certificate"). The Lessee and its contractor and subcontractor(s) shall not commence work under this contract until satisfactory evidence has been provided to the Lessor that the Contractor can cover the requirements set forth in this provision with regard to the Contractor and all subcontractors when engaged in any work performed under this contract. All certificates shall be coordinated by the Lessee and provided to the Lessor prior to signing of the contract by the Lessee. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to the Lessor prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of

United States certified mail.

ii. Additionally, and at its option, Lessor may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the Lessor's request.

iii. All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Alaska. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage the Lessor may choose to maintain. Failure to maintain the required insurance may result in termination of this Private Suite Space Use Agreement at the Lessor's option.

iv. All policies shall name the Lessor as Additional Insured. On the certificate, the Lessor shall be stated as: "University of Alaska." Certificates shall be mailed to:

University of Alaska
Facilities and Land Management
1815 Bragaw Street, Suite 101
Anchorage, Alaska 99508

v. Failure of Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Lessee and its contractor and subcontractor(s) of any tier to maintain such insurance.

vi. No Representation of Coverage Adequacy. By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee and its contractor and subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Lessee and its contractor and subcontractor(s) of any tier under the indemnities granted to the Lessor in this Lease.

vii. Lessee is responsible for coordinating the reporting of claims and for the following: (a) notifying the Lessor in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with the Lessor in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the Lessor from protecting its interests.

viii. Failure to comply with this provision may preclude other contracts and agreements between the Lessee and the Lessor. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. Certificates of Insurance must be furnished to the Lessee prior to beginning work and must provide for a 30-day prior notice to the Lessor of cancellation, non-renewal, or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Lessee and its contractor and subcontractor's services.

ix. In the event Lessee as a municipality self-insures for any of these insurance requirements, Lessee will provide Lessor with a letter to document its self-insurance program. Unless Lessor within 30 days of that letter that some aspect of the self-insurance program is inadequate, the self-insurance

program will be deemed to meet the requirements of this section 13.

B. Required Insurance Coverage. Without limiting Lessee's indemnification, it is agreed that Lessee and its contractor and subcontractor(s) shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement policies of insurance covering the following types and limits:

i. **Commercial General Liability Insurance.** Lessee and its contractor and subcontractor(s) of any tier shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than TWO MILLION AND NO/100 DOLLARS ($2,000,000.00) each occurrence and TWO MILLION AND NO/100 DOLLARS ($2,000,000.00) aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00). CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, broad form property damage, independent contractors, products-completed operations, personal injury and advertising injury, explosion, collapse, underground hazards, and liability assumed under a contract including the tort liability of another assumed in a business contract. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.

ii. **Commercial Auto Insurance.** Lessee and its contractor and subcontractor(s) of any tier shall maintain a Commercial Auto policy with a Combined Single Limit of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00); Underinsured and Uninsured Motorists limit of not less than $1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than $10,000. Coverage shall include Non-Owned and Hired Car coverage.

iii. **Workers' Compensation.** Lessee and its contractor and subcontractor(s) of any tier shall provide and maintain, for all of its employees engaged in work under this contract, Workers' Compensation Insurance in accordance with the laws of the State of Alaska. The Lessee and its contractor shall be responsible for Workers' Compensation Insurance for any subcontractor(s) who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) each accident, ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) each person and ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) policy limit. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included.

iv. **Personal Property.** If applicable, Lessee and its contractor and subcontractor(s) of any tier shall purchase insurance to cover personal property of Lessee and its contractor and subcontractor(s) of any tier. In no event shall Lessor be liable for any damage to or loss of personal property sustained by Lessee and its contractor and subcontractor(s) of any tier, even if such loss is caused by the negligence of Lessor, its Board of Regents, officers, employees, agents and representatives.

v. **Professional Liability.** If available generally to members of the professions of Lessee and its contractor and subcontractor(s) of any tier, Lessee and its contractor and subcontractor(s) of any tier shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Professional Liability shall include all errors, omissions, or negligent or wrongful

acts of the Lessee, contractor, subcontractor, or anyone directly or indirectly employed by them, made in the performance of this contract which results in financial loss to the Lessor. Limits of liability shall be not less than one million AND NO/100 dollars ($1,000,000.00). Coverage shall be maintained for the duration of this contract plus three (3) years following the date of final payment.

vi. **Pollution Liability Insurance.** If applicable, Lessee and its contractor and subcontractor(s) of any tier, shall maintain Pollution Liability Insurance covering pollution legal liability arising from sudden and accidental and gradual pollution, and applicable to bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs, removal, storage, disposal and or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall be maintained in an amount of at least Two Million AND NO/100 Dollars ($2,000,000.00) per loss. Coverage shall apply to sudden and gradual pollution conditions resulting in the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases natural gas, waste materials, or other irritants, contaminants or pollutants. If coverage is written on a claims-made basis, the Lessee and its contractor and subcontractor(s) warrants that any prior acts or retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. This policy shall name the Lessor as Additional Insured and waiver of subrogation language shall be included.

vii. **Aircraft.** If aircraft are used in the operations to be performed hereunder, aviation liability insurance with limits of TWENTY-FIVE million ($25M) per occurrence combined single limit for bodily injury and property damage liability. This coverage shall include all owned, hired and non-owned aircraft. If Lessee and its contractor and subcontractor(s) operates an airstrip, airfield or other airport facilities in the operations be performed hereunder, the coverage hall include airport liability. This policy shall name the Lessor as Additional Insured and waiver of subrogation language shall be included.

viii. **Watercraft.** If watercraft are used in the operations to be performed hereunder, watercraft liability insurance with limits of TWENTY-FIVE million ($25M) per occurrence, combined single limit for bodily injury and property damage liability. This coverage shall include owned and non-owned watercraft. This policy shall name the Lessor as Additional Insured and waiver of subrogation language shall be included.

ix. **Well Control.** If new or existing wells are coordinated or used in the operations to be performed hereunder, coverage for the cost of bringing a well under control in the event of blowout, including resultant pollution, seepage or contamination and resultant clean-up, cost to restore or re-drill a well due to blowout, crater or fire, and the cost of extinguishing an oil and gas well fire, shall be included. Limit shall be TWO HUNDRED million ($200M). This policy shall name the Lessor as Additional Insured and waiver of subrogation language shall be included.

x. **Excess Liability.** If necessary to provide the required limits, required policy limits may be layered with a Commercial Umbrella or Excess Liability policy or policies.

Section 25 is replaced in its entirety with:

A. Holdover. If Lessee shall, with the written consent of Lessor, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, provided that this tenancy may be terminated by either party with ninety (90) days' prior notice. During such tenancy, Lessee agrees to pay Lessor monthly rent at the rate of One Hundred Twenty-Five Percent (125%) of 1/12th of the annual rent in effect immediately prior to the holding over, unless a different rate shall be agreed upon in writing. Lessee shall be bound by all the other terms, covenants, and conditions of this Lease, so far as applicable.

Sections 6-10, 12-24, and 26-32 are retained and in continuing effect, except as they may become inapplicable by reason of the specific changes made herein. In the event of any irreconcilable inconsistencies between the retained sections and the amended sections hereunder, the amended sections will be deemed controlling.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 below.

LESSEE:

_____ _____

Rorie Watt Date
City Manager
CITY AND BOROUGH OF JUNEAU

LESSOR:

_____ _____

Adrienne K. Stolpe Date
Director of Land Management
UNIVERSITY OF ALASKA

Presented by: The Manager
Introduced: November 22, 2021
Drafted by: Finance

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

**Serial No. 2021-08(b)(am)(P)**

**An Ordinance Appropriating up to $2,880,000 to the Manager for the Purchase of 2.8 Acres from the University of Alaska Southeast for the Juneau Fisheries Terminal; Funding Provided by General Funds.**

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

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

**Section 2. Appropriation.** There is appropriated to the Manager the sum of $2,000,000 for the purchase of 2.8 acres from the University of Alaska Southeast for the Juneau Fisheries Terminal.

**Section 3. Source of Funds**

| | |
|---|---|
| General Funds | $2,000,000 |

**Section 4. Effective Date.** This ordinance shall become effective upon adoption.

Adopted this 13th day of December, 2021.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

(907) 586-0715
CDD_Admin@juneau.org
www.juneau.org/community-development
155 S. Seward Street • Juneau, AK 99801

**MEMORANDUM**

**DATE:** May 22, 2023

**TO:** Chair Gladziszewski, Committee of the Whole, and Assembly Members

**FROM:** Joseph Meyers, Housing & Land Use Specialist

**SUBJECT:** **ADU Grant Program**

The attached memo and draft resolution outline background information on the ADU Grant Program and proposed changes for future rounds. This includes answering questions remaining from the LHEDC meeting on April 24, 2023:

- What is the funding source for this program update?
- How many ADU's received grant funding out of the total number of ADU's built during the same time frame?

This memo also discusses the four options provided to LHEDC and outlines the options that the Committee chose to forward to the COW. Staff has developed the forwarded LHEDC options into a blended program with two Tiers that have differing levels of involvement from the applicant. These options include updated features, including an affordability component and restrictions on short-term rentals.

**Recommendation**:

Staff recommends forwarding this Resolution to the full Assembly for consideration and adoption. If adopted, staff plan to return to the Assembly within a year with update and potential program changes, if any.

**Attachments:**

A. Memo to COW
B. Draft ADU Grant Program resolution
C. Memo to LHEDC, April 24, 2023
D. Resolution 2993
E. Income & Rental Limits
F. Presentation slides

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

(907) 586-0715
CDD_Admin@juneau.org
www.juneau.org/community-development
155 S. Seward Street • Juneau, AK 99801

**MEMORANDUM**

**DATE:** May 22, 2023

**TO:** Chair Gladziszewski, Committee of the Whole, and Assembly Members

**FROM:** Joseph Meyers, Housing & Land Use Specialist

**SUBJECT:** **ADUs: An Integral Part of the Juneau Housing Strategy**

**Background Information**

At the April 24, 2023, meeting of the Lands, Housing & Economic Development Committee (LHEDC), staff presented a status report and proposed options for updating the Accessory Apartment Grant Program (AAG), soon to be known as the Accessory Dwelling Unit (ADU) Grant Program. This name change is meant to align the program with terminology from a potential, future code update, and to keep pace with nomenclature around this type of development. The AAG program is set to expire on June 30, 2023.

**Updating the Program**

The current program awards sixteen (16) $6,000 grants annually on a first-come-first-served basis as an incentive to develop ADUs in the community. The program was ahead of its time when established, and staff continues to receive inquiries on the process to create this program. At the April 24, 2023 LHEDC meeting staff presented four options.

- Option 1 – Keep existing program
- Option 2 – $13,500 grant
- Option 3 – $50,000 grant
- Option 4 – Discontinuation of the program

After discussion, the LHEDC requested that staff provide additional information about the program and more details for a potentially blended program, offering both Options 2 & 3 (listed in Table 2)

Today's packet also includes draft ordinance language for this blended approach.

**Recommendation:** The manager recommends that the Committee of the Whole forward a draft resolution for the continuation of the Accessory Dwelling Unit Grant Program (formerly the Accessory Apartment Grant Program) as a two-tiered program. Tier 1 grants of $13,500, short-term rentals not allowed for three years by covenant with annual reporting, and Tier 2 grants of $50,000, short-term rentals not allowed for 10 years, and affordability capped at 80% AMI for 10 years by covenant with annual reporting.

**Follow-Up Questions from LHEDC Meeting**

At this meeting the Committee had additional questions on ADU data.

*How many ADU's received grant funding out of the total number of ADU's built during the same time frame?*

| Fiscal Year | # of ADU's by year | # grants by FY | % of ADU's receiving funds |
|---|---|---|---|
| 2015 | 2 | 0* | 0.0% |
| 2016 | 24 | 1 | 4.2% |
| 2017 | 18 | 10 | 55.6% |
| 2018 | 14 | 4 | 28.6% |
| 2019 | 16 | 5 | 31.3% |
| 2020 | 21 | 9 | 42.9% |
| 2021 | 10 | 4 | 40.0% |
| 2022 | 17 | 4 | 23.5% |
| 2023 | 14** | 3** | 21.4% |
| | 136 | 40 | |

*Many applications have a lag time that pushes them into the next fiscal year because of time needed to obtain a Certificate of Occupancy, and during the pandemic, the 1 year timeframe was extended if requested due to a lag in materials and labor.
**The 2023 fiscal year closes on June 30, 2023 and data for this year is currently incomplete.

Expressed as a timeline, the results are as follows:

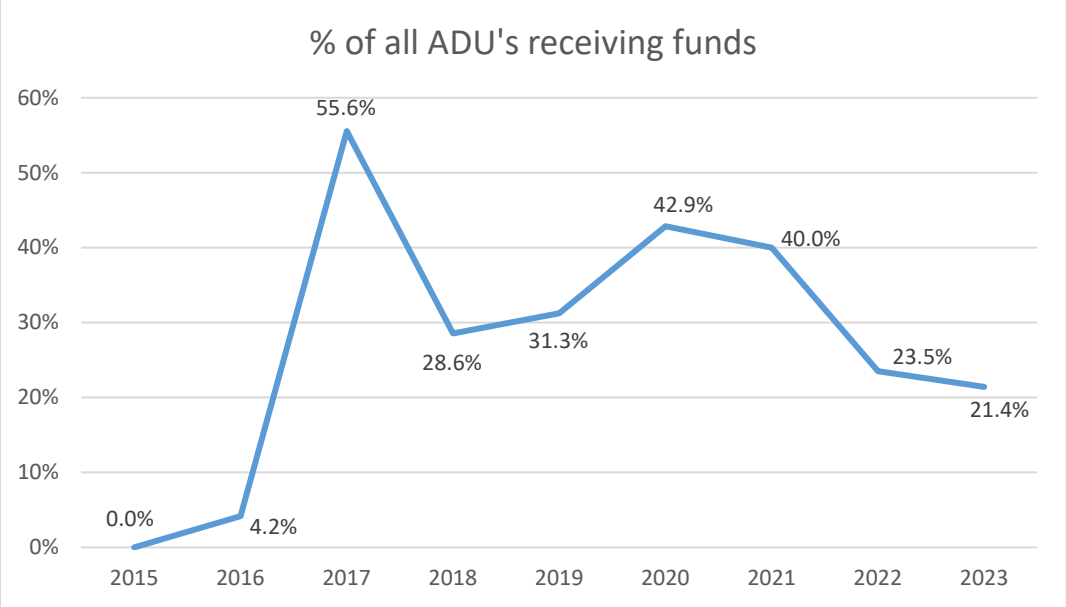



*Figure 1*

The ratio of grants to ADU's has declined significantly since 2020 and has yet to recover to pre-pandemic levels. As of the writing of this memo, grant awards for fiscal year 2023 (ending June 30) have continued to decline. The percentage of units receiving grants is slightly less than half of the total percentage from

fiscal year 2020 and 34% lower than the program peak in 2017. While the number of ADU's being constructed dipped in FY 2021 (July 2020 through June 2021), this number has remained relatively constant over time. However, the number of residents taking advantage of the grant program has not kept pace. Staff believes that the $6,000 grant award does not provide enough of an incentive for those seeking to build an ADU due to significantly increased costs of materials and construction delays related to COVID.

As evidence to this, from 2015 to 2022 the average cost of an ADU rose by nearly 45%. The initial grant of $6,000 could cover around 23% of the total cost of an ADU in 2015, however in 2022 that percentage covers just under 11% of total cost. The graph below illustrates the average cost of constructing an ADU in Juneau through permitting data.

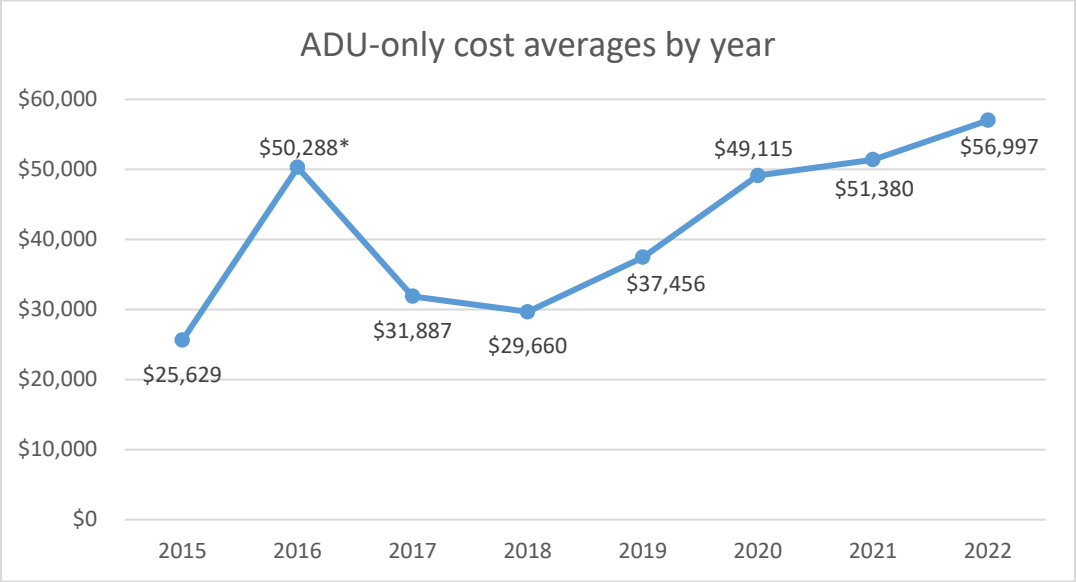



*Figure 2*

*What is the funding source?*

The historic funding for this program has been provided by a combination of sources; these include the Juneau Affordable Housing Fund, the CBJ general fund, 1% sales tax, and an Alaska legislative grant in 2010.

Potentially, the ADU Grant program could draw funding from the Juneau Affordable Housing Fund. However the Assembly has the ability to allocate funding from different sources for this program.

**Future Program Proposal**

Four options were brought to the LHED committee, and two options —Option 2 and Option 3— were moved forward. The table below shows the four options presented to the LHED committee, with Options 1 and 4 shaded out.

| Table 1 | Option 1 – Existing | Option 2 – $13,500 grant | Option 3 – $50,000 grant | Option 4– Discontinue |
|---|---|---|---|---|
| Grant Amount | $6,000 | $13,500 | $50,000 | |
| Number of grants | 16 | 16 | 16 | |
| Short-term Rental (STRs) | No STRs for 3 years | No STRs for 3 years | No STRs for 10 years | |
| Qualification parameters | Receive CO* within 1 year of permit issuance | Receive CO within 1 year of permit issuance | Receive CO within 1 year of permit issuance | |
| Affordability | No requirement | No requirement | Affordability for 80% AMI for 10 years through a recorded covenant | |
| Distribution strategy | First come, first served | First come, first served | First come, first served | |
| Reporting | None currently; can add three-year annual reporting | Annual reporting requirement for three years | Annual reporting requirement for ten years | |

* CO: Certificate of Occupancy

**Blended Program**

In the attached resolution, Option 2 and Option 3 were combined, modified slightly to create the structure of the program and renamed Tier 1 and Tier 2. This blended option allows applicants to choose the option, which best reflects their level of commitment to provision of units to the community. The two options are outlined in the table below.

| Table 2 | **Option 2** | **Option 3** |
|---|---|---|
| | **Tier 1** $13,500 grant | **Tier 2** $50,000 grant |
| Grant amount | $13,500* | $50,000 |
| Number of grants | 16 | 8 |
| Short-term rentals | No STRs for 3 years | No STRs for 10 years |
| Qualification parameters | Receive CO within 2 years of permit issuance | Receive CO within 2 years of permit issuance |
| Affordability | No requirement | Affordability for 80% AMI for 10 years |

*The $13,500 amount was chosen to cover the same approximate percentage of the cost of an ADU; proportional to the $6,000 amount in the first program year.

*New Program Structure Changes*

The following programs are outlined in detail in the attached draft resolution:

- **Tier 1**: This tier is largely the same as the existing program with some exceptions;
    1. Increased funding amount of $13,500
    2. Restrictions on short-term rentals for three years in line with Resolution 2993
    3. Mandatory reporting for three years to ensure the unit is not being used as a short-term rental unit
    4. Strategy for conveyance, if property is conveyed before the covenant expires

- **Tier 2**: The applicant will receive a grant amount of $50,000 in exchange for:
    1. Restrictions on short-term rentals for ten years in line with Resolution 2993
    2. Requiring that the unit remain affordable to renters making 80% AMI (area median income) or below for ten years
    3. Mandatory reporting for ten years from the date of CO to ensure compliance with affordability and short-term rental restrictions
    4. Strategy for conveyance, if property is conveyed before the covenant expires

- **Tiers 1 and 2**:
    1. Both programs will be limited to one grant per household per fiscal year.
    2. Applicants for ADU grants must be Juneau residents whose principal residence is within the City & Borough of Juneau
    3. Applicant must receive a Certificate of Occupancy (CO) within two years of being issued a building permit – previously this was within one year.
    4. Applicants must submit photos of ADU's created with grant funding

Presented by: Joseph Meyers
Presented: 06/12/2023
Drafted by: S. Layne

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

**Serial No. 3030**

**A Resolution Amending the Accessory Apartment Grant Incentive Program Criteria.**

WHEREAS, consistent with the CBJ Housing Action Plan, to ensure a healthy housing market, the City and Borough of Juneau (CBJ) needs to spend its own resources to create more housing for young families, workers, and seniors; and

WHEREAS, in 2015, the Assembly established an accessory apartment grant pilot program with $72,000 in $6,000 individual grants, which resulted in 12 new accessory apartments; and

WHEREAS, by early 2017, the $72,000 pilot program created more than $1,000,000 in development, which is being recognized through property taxes; and

WHEREAS, because of the success of the pilot program, the Assembly appropriated $480,000 as funding for the Accessory Apartment Grant Incentive Program for five years via Ordinance 2017-06(AD); and

WHEREAS, the Accessory Apartment Grant Incentive Program criteria has been amended to clarify that the Assembly's intent is to create accessory apartments for long-term rental use, and not for short term rental use; and

WHEREAS, the CBJ Lands Housing and Economic Development Committee (LHEDC) made a motion of support of modifications to the Accessory Apartment Grant Incentive Program including structural and funding amount changes, and a name change to the "Accessory Dwelling Unit" Grant Program.

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

**Section 1. Accessory Dwelling Unit Grant Program.** The following program criteria governs new accessory dwelling unit grants:

**A. Intent.** The Accessory Dwelling Unit Grant Program (formerly the Accessory Apartment Grant Incentive Program) is intended to provide encouragement for homeowners to add an accessory dwelling unit (ADU) to their home, furthering the creation of affordable housing. This two-tiered program is meant to provide flexibility to homeowners by providing two grant tiers with different levels of commitment. Applicants may choose either Tier 1 ($13,500) or Tier 2 ($50,000).

**B. Availability.** Grants are limited based on available funding. The City and Borough of Juneau (CBJ) is free to reduce or eliminate the funding for this program. Applicants do not vest any rights in this program. Funding for this program is provided by the Juneau Affordable Housing Fund.

**C. Preliminary Eligibility Requirements to Apply.**

1. One grant per household per fiscal year;
2. Applicant must be a Juneau resident whose principal residence is within the borough of Juneau;
3. Applicant must be the property owner(s) and at least 18 years of age;
4. Outstanding code enforcement cases must not exist on the subject property;
5. Only new accessory dwelling units are eligible for this incentive program;
6. Building permit must have been issued after the program launch date;
7. Building permit and grant application must be compliant with Title 19, Title 49, CBJ Engineering Code, and Grant Criteria;
8. Applicant can only apply for the grant program concurrently with a building permit application; applications received after submittal of a building permit will not be accepted; and
9. After-the-fact building permits are not eligible for the grant.

**D. General Eligibility for Award.**

1. Pass final inspection within two years of issuance of associated building permit.
2. This award is non-transferable; therefore, if there is a conveyance of property prior to awarding this grant, this application becomes null and void. If a conveyance of property occurs after receipt of the grant award, Section F of this resolution applies.
3. Receive a full Certificate of Occupancy within two years from date building permit was issued**.** A Temporary Certificate of Occupancy is insufficient.
4. Have no outstanding or active code enforcement cases on subject property. Building permit and grant application must be compliant with Title 19, Title 49, CBJ Engineering Code, and incentive Grant Criteria.
5. Provide photos of the unit interior and exterior upon receipt of CO and prior to award. Photos must show the kitchen, bathroom(s), and a view of the unit from the street.
6. Property taxes and assessments, including bonds, must be in good standing.
7. Tier 1:
   Agree not to rent the apartment as a short-term rental from issuance of the certificate of occupancy for three years, and a default would cause the property owner to owe the CBJ the grant award. A short-term rental means a dwelling unit, or portion of a dwelling unit, offered for overnight occupancy in exchange for a fee and that is available for rent for fewer than 30 consecutive days.

8. Tier 2:

(a) Agree not to rent the apartment as a short-term rental from issuance of the certificate of occupancy for ten years, and a default would cause the property owner to owe the CBJ the grant award. A short-term rental means a dwelling unit, or portion of a dwelling unit, offered for overnight occupancy in exchange for a fee and that is available for rent for fewer than 30 consecutive days.

(b) In addition to all the above, agree to rent the resulting unit at 80% AMI or less from issuance of the certificate of occupancy for ten (10) years, and a default would cause the property owner to owe the CBJ the grant award.

**E. Application and Disbursement Process.**

1. Property owners shall complete an Accessory Dwelling Unit Grant application concurrently with a Building Permit application for an accessory dwelling unit. Applications are accepted at the CBJ Permit Center on the 4th floor of the Marine View Building, located at 230 South Franklin Street. Staff will be available to provide assistance and answer questions.

2. Availability of funding currently allows for 16 grant awards for Tier 1 and 8 grant awards for Tier 2, per fiscal year, from FY23. Applications are received on a first-come, first-served basis. Grant application approval will be determined by the Community Development Department; approval is subject to meeting preliminary eligibility requirements. The first 24 eligible applicants will be awarded after meeting the final eligibility for award requirements. After the first 24 applications have been received, eligible applicants will be placed on a waitlist in the event more funding becomes available, or an applicant on the primary list fails to meet award eligibility requirements.

3. Grant proceeds will be disbursed after a full Certificate of Occupancy is issued by the CBJ Building Division, within the two-year timeframe, and all other award eligibility requirements are met. Temporary Certificates of Occupancy are insufficient to receive an incentive grant award.

4. Grant awards will be paid with vendor account created for each recipient and be paid on the next payment cycle after award.

**F. Conveyance.** If the applicant conveys the property prior to the end of the three-year period, the applicant shall provide written notice to CDD and;

i. Tier 1: The applicant shall pay back $4,500 for each year remaining.
ii. Tier 2: The applicant shall pay back the entire grant less 10% for each year that the property was in compliance with the grant requirements.

**G. Final Inspections.** The applicants are cautioned that the building inspection process often takes more time to complete than one may anticipate. Inspectors may have several inspections pending. Depending on the season, inspectors may be unable to respond rapidly to a request for an inspection. Please allow adequate time after inspections to make necessary corrections. Final inspections should be scheduled at least one month in advance of the two-year deadline.

**H. Income and Taxes.** The applicant is solely responsible for any tax implications upon receiving this incentive grant and should consult their tax professional.

**Section 2. Effective Date.** This resolution shall be effective immediately after its adoption.

Adopted this _____ day of _____, 2023.

_____
Beth A. Weldon, Mayor

Attest:

_____
Elizabeth J. McEwen, Municipal Clerk

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

(907) 586-0715
CDD_Admin@juneau.org
www.juneau.org/community-development
155 S. Seward Street • Juneau, AK 99801

**MEMORANDUM**

**DATE:** April 13, 2023

**TO:** Alicia Hughes-Skandijs, Chair and Members of the Lands Housing & Economic Development Committee

**FROM:** Joseph Meyers, Housing & Land Use Specialist

**SUBJECT:** **ADUs: An Integral Part of the Juneau Housing Strategy**

**Background**

Juneau began permitting accessory dwelling units (ADUs) in 2001, before many other communities were permitting such structures. The accessory apartment ordinance was updated in 2009 and 2015, and is currently under revision with a new, more applicable title: Accessory Dwelling Units Ordinance (ADUs).

ADUs are integral to quality housing in most communities and are particularly critical in Juneau where there exists a multi-faceted community of consumers (e.g. legislature, tourism, Coast Guard, traveling medical, university).

In order to support and encourage the development of ADUs, staff recommends updating the ADU ordinance and the Accessory Apartment Grant Program.

Staff anticipates presenting an overview of the ADU Ordinance to the LHEDC in May 2023. Proposed key updates include:

- ADUs: approved by the director via building permit regardless of lot size; do not require a public hearing before the Commission;
- ADUs: on lots equal to or greater than 150% the minimum lot size (minimum required for a duplex) may have an ADU up to 600 sq. ft. with up to one-bedroom;
- ADUs: on lots equal to or greater than 250% the minimum lot size may have two single-family dwellings each with its own ADU of up to 1,000 sq. ft. and up to two-bedrooms; and
- ADUs: permissible in the Industrial Zoning Districts

**Accessory Apartment Grant Program**

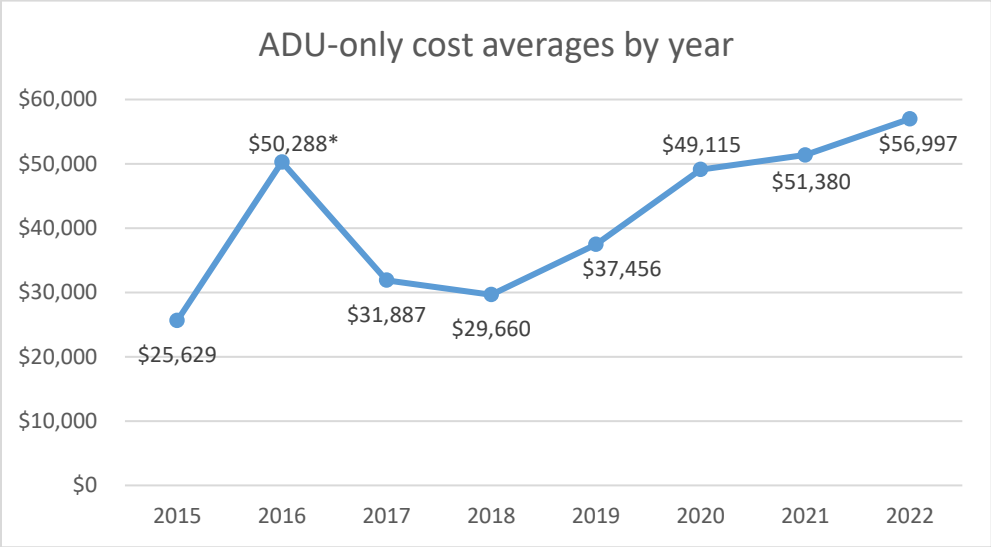
Since 2015, Community Development has administered the Accessory Apartment Grant (AAG) program. Details for the program including pilot program details, application, and general information can be found at https://juneau.org/community-development/grants-aapgp.

The program awards sixteen (16) $6,000 grants annually on a first-come-first-served basis as an incentive to develop ADUs in the community. The program was ahead of its time when established, and staff continues to receive inquiries on the process to create this program.

The Accessory Apartment Grant Program is set to expire in June 2023.

**Current Grant Program Status**

At the inception of the AAG Program, the grant amount of $6,000 was a reasonable incentive to stimulate production of ADUs. Due to recent economic challenges related to inflation, $6,000 does not go as far as it once did in producing the results needed to meet our program goals. As evidence to this, from 2015 to 2022 the average cost of an ADU has risen by nearly 45%. The initial grant of $6,000 could cover around 23% of the total cost of an ADU in 2015, however in 2022 that percentage covers just under 11% of total cost. The graph below illustrates the average cost of constructing an ADU in Juneau through permitting data.

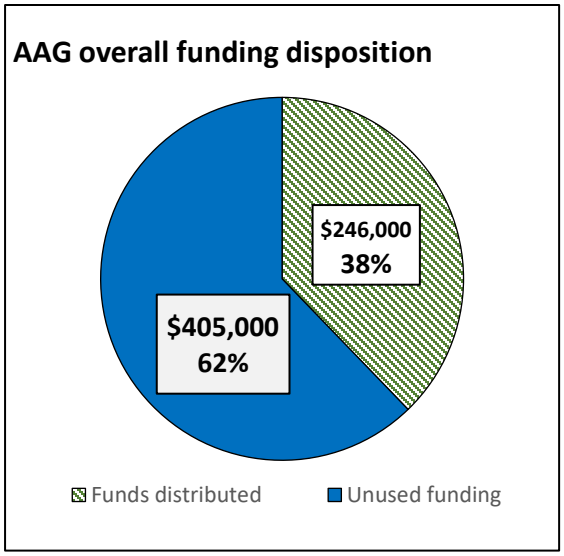



*data for 2016 is slightly skewed due to a single outlier within the 22 ADUs. The average cost for 2016 without this unit would average around $36,000.

Since the program's inception, 38% of the funding has been distributed. While funding has been distributed and ADUs built, the $6,000 grant in many cases has not been a deciding factor in development of an ADU; rather a small bonus after the development decision has been made. Current cost estimates for an ADU average a minimum of around $57,000, while at the onset of the program, the average cost was around $26,000. The current grant is for $6,000. It is reasonable to assume that more funds could be used by property owners if the grant was more in line with current day costs to construct.

**Grant Fund Distribution by Year**

| Year | Grants issued | Amount available | Funds distributed | Unused funding | Percentage used |
|---|---|---|---|---|---|
| FY2016 | 1 | $77,000 | $6,000 | -$71,000.00 | 7.79% |
| FY2017 | 9 | $71,000 | $54,000 | -$17,000.00 | 76.06% |
| FY2018 | 4 | $96,000 | $24,000 | -$72,000.00 | 25.00% |
| FY2019 | 5 | $96,000 | $30,000 | -$66,000.00 | 31.25% |
| FY2020 | 10 | $96,000 | $60,000 | -$36,000.00 | 62.50% |
| FY2021 | 2 | $96,000 | $12,000 | -$84,000.00 | 12.50% |
| FY2022 | 6 | $96,000 | $36,000 | -$60,000.00 | 37.50% |
| FY2023 | 4 | $96,000 | $24,000 | -$72,000.00 | 25.00% |
| | 41 | $653,000 | $246,000 | -$405,000 | 37.67% |




It should be noted that the COVID-19 pandemic may have had an impact on how much funding was able to be disbursed by CBJ. Five (5) grants were issued in the period between April 2020 (FY20 Q4) and ending in June 2021 (FY21 Q4), with three of the five financial quarters having disbursed zero grants.

**Future "Accessory Dwelling Unit Grant" Program Options**

*Name change*

Staff recommends that the name of the program should be changed in order to better align the program with upcoming code changes and the broader conversation around this type of development; both community-wide and nationwide. *Accessory dwelling unit* is the nomenclature used in an upcoming ordinance and is the predominant term used nationwide for this type of development by both public and private planning entities. Staff proposes changing the name of the Accessory Apartment Grant Program to the "Accessory Dwelling Unit Grant Program" or the "ADU Grant Program".

*Program changes*

The Assembly will determine how the ADU Grant Program proceeds. Staff has reviewed the following recommendations to guide the decision-making process:

| | Option 1 – Existing | Option 2 – $13,500 grant | Option 3 – $50,000 grant | Option 4– Discontinue |
|---|---|---|---|---|
| Grant Amount | $6,000 | $13,500 | $50,000 | |
| Number of grants | 16 | 16 | 16 | |
| Short-term Rental (STRs) | No STRs for 3 years | No STRs for 3 years | No STRs for 10 years | |
| Qualification parameters | Receive CO within 1 year of permit issuance | Receive CO within 1 year of permit issuance | Receive CO within 1 year of permit issuance | |

| | | | | |
|---|---|---|---|---|
| Affordability | No requirement | No requirement | Affordability for 80% AMI for 10 years through a recorded covenant | |
| Distribution strategy | First come, first served | First come, first served | First come, first served | |
| Reporting | None currently; can add three-year annual reporting | Annual reporting requirement for three years | Annual reporting requirement for ten years | |

**Option 1 ($6,000) and Option 2 ($13,500)**
The first option is status quo. The second option is largely the same as the existing program with a greater award amount and fewer grants. Option 2 would be administered the same as Option 1 with the same standards, and provide a larger incentive. The $13,500 amount was chosen to cover the same approximate percentage of the cost of an ADU; proportional to the $6,000 amount in the first program year. Increasing the number of grants with the higher award amount is a favorable option. Both of these options bar using the resulting unit as a short-term rental (STR) for three years.

**Option 3 ($50,000)**
The third option is an overhaul of the existing program. This iteration will open up economic opportunity for residents that did not have the opportunity to participate in the previous program. This option is a more equitable way to provide both housing and economic development opportunities community-wide. Funds would be distributed on a first-come, first-served basis.

If more control is desired, a potential option could be to set aside a portion of awards for applicants within a certain income threshold or cap applicant income at 80% of AMI (area median income) and pinned to HUD income data. This grant program differs from the Juneau Affordable Housing Fund (JAHF) in that all awards are grants specifically to construct an ADU, and awards are only eligible to individual homeowners.

**Option 4**
The final option is to discontinue the ADU grant program. Discontinuing the ADU program is not a desirable option and is offered only to provide an overview of possible options. Staff does not recommend discontinuing this program.

**RECOMMENDATION**

Staff recommends that the LHEDC provide a motion of support for the continuation of the Accessory Dwelling Unit Grant Program (formerly the Accessory Apartment Grant Program) at $50,000 per unit, STR not allowed for 10 years, and affordability for 80% AMI for 10 years through a recorded covenant.

**Attachments**
Attachment A: Juneau Accessory Apartment Grant Program Application Packet
Attachment B: 2022 HUD Income Limits for Juneau document
Attachment C: Juneau Accessory Dwelling Unit Grant Program annual reporting document
Attachment D: Glossary of Terms

# Accessory Apartment Grant Program

The Accessory Apartment Incentive Grant program is intended to provide encouragement for homeowners to add an accessory apartment to their home. This incentive is a $6,000 grant per new apartment created. Funding for this program is provided by the Juneau Affordable Housing Fund.

## Preliminary Eligibility to Apply

- One grant per person
- One grant per property
- Applicant must be the property owner and at least 18 years of age.
- Outstanding Code Enforcement cases must **not** exist on the subject property.
- Only new accessory apartment units are eligible for this incentive program. Building permit must have been issued after the program launch date.
- Building permit and grant application must be compliant with Title 19, Title 49, CBJ Engineering Code, and incentive grant criteria.

## Eligibility for Award

- Pass final inspection within one year of issuance of associated building permit.
- Receive a full Certificate of Occupancy within 1 year from date building permit was **issued.** A Temporary Certificate of Occupancy is insufficient.
- Have no outstanding or active code enforcement cases on subject property.
- Submit exterior and interior photo of new unit.
- Property taxes and assessments, including bonds, must be in good standing.
- Must agree not to rent the apartment as a short term rental for three years from receipt of Certificate of Occupancy

## Application and Disbursement Process

Property owners shall complete an Accessory Apartment Incentive Grant application concurrently with a Building Permit application for an Accessory Apartment. Applications are accepted at the Community Development Department Permit Center on the 4th floor of the Marine View Building, located at 230 South Franklin Street. Staff will be available to provide assistance and answer any questions.

Availability of funding currently allows for 16 grant awards per fiscal year, from FY18 – FY22. Applications are received on a first come, first served basis. Grant application approval will be determined by the Community Development Department; approval is subject to meeting preliminary eligibility requirements. The first 16 eligible applicants will be awarded after meeting the final eligibility for award requirements. After the first 16 applications have been received, eligible applicants will be placed on a waitlist in the event more funding becomes available, or an applicant on the primary list fails to meet award eligibility requirements.

Grant proceeds will be disbursed after a full Certificate of Occupancy is issued by the CBJ Building Division, within the 1 year timeframe, and all other award eligibility requirements are met. Extension of grant deadlines will not be provided. Temporary Certificates of Occupancy are insufficient to receive an incentive grant award.

The applicant must agree not to rent the apartment as a short-term rental from issuance of the Certificate of Occupancy for three years, and a default would cause the property owner to owe the CBJ the grant award. A short-term rental means a dwelling unit, or portion of a dwelling unit, offered for overnight occupancy in exchange for a fee and that is available for rent for fewer than 30 consecutive days.

## Final Inspections

Applicants are cautioned that the building inspection process often takes more time to complete than one may anticipate. Inspectors may have several inspections pending. Depending on the season, inspectors may be unable to respond rapidly to a request for an inspection. Please allow adequate time after inspections to make necessary corrections. **Final inspections should be scheduled at least 1 month in advance of the 1 year deadline.**

## Income and Taxes

Applicant is solely responsible for any tax implications upon receiving this incentive grant.

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

# CBJ ACCESSORY APARTMENT INCENTIVE PROGRAM APPLICATION

| **Owner information** | |
|---|---|
| Name: | Mailing address: |
| Email: | Phone number: |
| | |
| **Property & Permitting Information** | |
| Property address: | Parcel Code Number: |
| Accessory apartment grant number (*AAG):* | Accessory apartment number *(AAP):* |
| Building Permit number *(BLD):* | Building Permit issue date: |
| Application expiration date: | Certificate of Occupancy issue date: |

1. **Grants:** Grants are limited based on available funding. The CBJ is free to reduce or eliminate the funding for this program. Applicants do not vest any rights in this program.

2. **Certificate of Occupancy:** The CBJ intends to award $6,000 grants to the first 16 eligible applicants who also receive a *full* Certificate of Occupancy within one year of issuance of associated building permit. A temporary Certificate of Occupancy is insufficient.

3. **Eligible applicant:** Only the property owner may apply and a person may not receive more than one grant. Only one grant per lot is permitted. This award is non-transferable; therefore, if there is a conveyance of property prior to awarding this grant, this application becomes null and void. The resulting apartment must not be rented as a short-term rental for three years from the receipt of the Certificate of Occupancy.

4. **Taxes and Assessments:** All taxes and assessments, including bonds, due to the CBJ at the time of issuance of a Certificate of Occupancy shall be in good standing prior to the award of this grant.

5. **Compliance:** All development on the subject property shall comply with all applicable laws, including CBJ Title 19, Title 49, and Engineering Code. This application is void if there is an outstanding code enforcement case or if the apartment development creates a code enforcement case before award of the grant.

| **Owner Signature:** |
|---|
| |

This form and all documents associated with it are public record once submitted. For assistance filling out this form, contact the Permit Center at 586-0770.

| Intake signature: | Date Received: |
|---|---|
| | |



ATTACHMENT A

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

**Print or type.** See **Specific Instructions** on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

☐☐☐ – ☐☐ – ☐☐☐☐

**or**

**Employer identification number**

☐☐ – ☐☐☐☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person** ▶ **Date** ▶

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

# Appendix B: 2022 Income Limits and Rental Limits

### City and Borough of Juneau Income Limits for 2022 (effective 4/18/22)

4-person AMI $120,900

| | 1 Person | 2 Person | 3 Person | 4 Person | 5 Person | 6 Person | 7 Person | 8 Person |
|---|---|---|---|---|---|---|---|---|
| 30% AMI | 25,380 | 29,010 | 32,640 | 36,270 | 39,180 | 42,060 | 44,970 | 47,880 |
| 60% AMI | 50,760 | 58,020 | 65,280 | 72,540 | 78,360 | 84,120 | 89,940 | 95,760 |
| 80% AMI | 67,680 | 77,360 | 87,040 | 96,720 | 104,480 | 112,160 | 119,920 | 127,680 |
| 100% AMI | 84,600 | 96,700 | 108,800 | 120,900 | 130,600 | 140,200 | 149,900 | 159,600 |
| 120% AMI | 101,520 | 116,040 | 130,560 | 145,080 | 156,720 | 168,240 | 179,880 | 191,520 |

Source: HUD User Datasets:
https://www.huduser.gov/portal/pdrdatas_landing.html

### City and Borough of Juneau Rental Limits for 2022 (effective 4/18/22)

| Bedrooms (People) | Fair Market Rent | 30% AMI | 60% AMI | 80%AMI | 100% AMI | 120% AMI |
|---|---|---|---|---|---|---|
| Efficiency (1.0) | 958 | 634 | 1,269 | 1,692 | 2,115 | 2,538 |
| 1 Bedroom (2.0) | 1,154 | 725 | 1,450 | 1,934 | 2,417 | 2,901 |
| 2 Bedrooms (3.0) | 1,442 | 816 | 1,632 | 2,176 | 2,720 | 3,264 |
| 3 Bedrooms (4.0) | 2,048 | 906 | 1,813 | 2,418 | 3,022 | 3,627 |
| 4 Bedrooms (5.0) | 2,432 | 979 | 1,959 | 2,612 | 3,265 | 3,918 |
| 5 Bedrooms (6.0) | N/A | 1,051 | 2,103 | 2,804 | 3,505 | 4,206 |

Source: HUD User Datasets: https://www.huduser.gov/portal/pdrdatas_landing.html

**Juneau Affordable Housing Fund Unit Compliance Report**

Development:_____
Location:_____
Loan ID:_____
Date prepared:_____
Workforce Housing Units #:_____
Initial AMI set at closing:_____
Current approved AMI:_____

| Unit # | # Bdrm | Last name | Household size | Move-in date | Income at initial certification | AMI at move-in | Approved AMI % at initial certification | Date of last certification | Income at last recertification | Current AMI (income limit) | Approved AMI % at last recertification | Total rent charged |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
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ATTACHMENT C

**Attachment D: Glossary of Terms**

AAG: Accessory apartment grant program

ADU: accessory dwelling unit

AMI/Area median income: the midpoint of a specific area's income distribution that is calculated on an annual basis by the Department of Housing and Urban Development (HUD)

CO: Certificate of Occupancy; a certificate of occupancy is a legal document that proves a structure, such as a house or office building, is safe to inhabit.

HUD: Department of Housing and Urban Development

JAHF: Juneau Affordable Housing Fund

STR: Short-term rentals: A short term rental means a dwelling unit, or portion of a dwelling unit, offered for overnight occupancy in exchange for a fee and that is available for rent for fewer than 30 consecutive days

# ADUs: An Integral Part of the Juneau Housing Strategy

## A brief overview of the Accessory Apartment Grant program and proposed updates

# Accessory Dwelling Unit (ADU) History in Juneau

**2001:** CBJ allows permitting of Accessory Dwelling Units (ADU's)

**2009; 2015:** ADU code updates

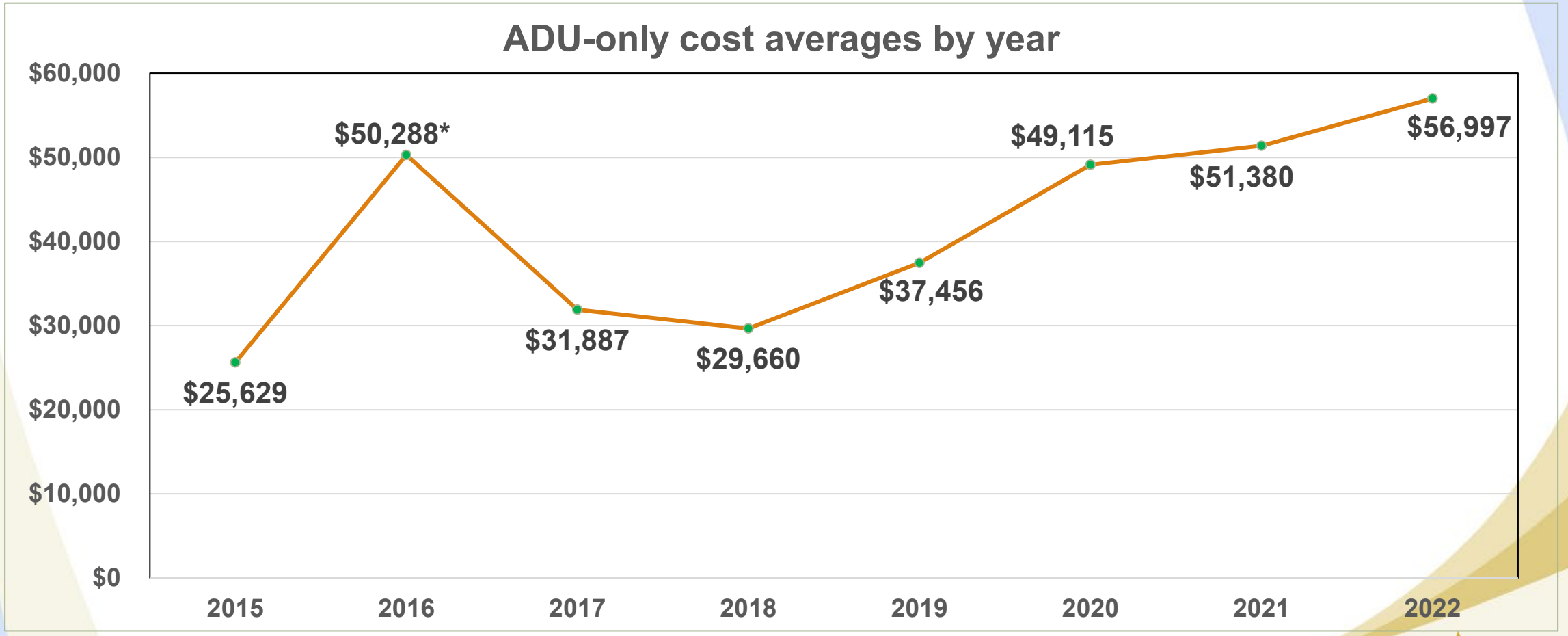
**2015:** Accessory Apartment Incentive Grant Program pilot launches

**2018:** 5-year Grant Program Extension Begins

**2023:** Grant Program Expires June 30; LHED Committee considers program future

**2023:** Update of ADU Code Expected in Summer/Fall

# Accessory Apartment Development Cost Data




*data for 2016 is slightly skewed due to a single outlier within the 22 ADUs. The average cost for 2016 without this unit would average around $36,000.

# Current Grant Program Status

- ADU's are a critical element of Juneau's housing supply
- Since inception, 38% of the total program funding has been distributed for the creation of ADU's
- Average cost to construct an ADU today (~$57k) has more than doubled since 2015 (~$26k)
- COVID-19 impacts (2020-2022): The number of accessory apartment grants issued in first year of pandemic dropped to five and has yet to recover to pre-COVID levels

# Future "Accessory Dwelling Unit Grant" Program Options

| | Option 1 – Existing | Option 2 – $13,500 grant | Option 3 – $50,000 grant | Option 4– Discontinue |
|---|---|---|---|---|
| **Grant Amount** | **$6,000** | **$13,500** | **$50,000** | |
| **Number of grants** | 16 | 16 | 16 | |
| **Short-term Rental (STRs)** | No STRs for 3 years | No STRs for 3 years | No STRs for 10 years | |
| **Qualification parameters** | Receive CO within 1 year of permit issuance | Receive CO within 1 year of permit issuance | Receive CO within 1 year of permit issuance | |
| **Affordability** | No requirement | No requirement | Affordability at 80% AMI for 10 years through a recorded covenant | |
| **Distribution strategy** | First come, first served | First come, first served | First come, first served | |
| **Reporting** | None currently; can add three-year annual reporting | Annual reporting requirement for three years | Annual reporting requirement for ten years | |

# Recommendation

Staff recommends that the LHEDC provide a motion of support for the continuation of the Accessory Dwelling Unit Grant Program (formerly the Accessory Apartment Grant Program) at $50,000 per unit, STR not allowed for 10 years, and affordability for 80% AMI for 10 years through a recorded covenant

- Grants would be for $50,000 per unit
- Participants would agree not to use the unit as a short-term rental (STR) for 10 years
- Rents would be kept affordable at 80% AMI for a 10-year period
- Agreement would be documented through a recorded covenant

Presented by: Wáahlaal Gíidaak
Presented: 10/24/2022
Drafted by: R. Palmer III

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

**Serial No. 2993**

**A Resolution Amending the Accessory Apartment Grant Incentive Program Criteria Regarding Short Term Rentals.**

WHEREAS, consistent with the CBJ Housing Action Plan, to ensure a healthy housing market, the CBJ needs to spend its own resources to create more housing for young families, workers, and seniors; and

WHEREAS, in 2015, the Assembly established an accessory apartment grant pilot program with $72,000 in $6,000 individual grants, which resulted in 12 new accessory apartments; and

WHEREAS, by early 2017, the $72,000 pilot program created more than $1,000,000 in development, which is being recognized through property taxes; and

WHEREAS, because of the success of the pilot program, the Assembly appropriated $480,000 as funding for the Accessory Apartment Grant Incentive Program for five years via Ordinance 2017-06(AD); and

WHEREAS, the CBJ Lands Housing and Economic Development Committee (LHED) considered amending the Accessory Apartment Grant Incentive Program related to short term rentals on August 30, 2021; and

WHEREAS, the Accessory Apartment Grant Incentive Program criteria used since the adoption of Ordinance 2017-06(AD) should be amended to clarify the Assembly's intent is not to create accessory apartments for short term rental use.

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

**Section 1. Accessory Apartment Grant Incentive Program Criteria.** The following program criteria governs new accessory apartment grants:

**A. Intent.** The Accessory Apartment Incentive Grant Program is intended to provide encouragement for homeowners to add an accessory apartment to their home. This program should not create short term rentals or allow the apartment to be a short term rental for three years after qualifying. This incentive is a $6,000 grant per new apartment created. Grants are limited based on available funding. The CBJ is free to reduce or eliminate the funding for this program. Applicants do not vest any rights in this program. Funding for this program is provided by the Juneau Affordable Housing Fund.

**B. Preliminary Eligibility Requirements to Apply**

1. One grant per person;
2. One grant per property;
3. Applicant must be the property owner and at least 18 years of age;
4. Outstanding code enforcement cases must not exist on the subject property;
5. Only new accessory apartment units are eligible for this incentive program;
6. Building permit must have been issued after the program launch date; and
7. Building permit and grant application must be compliant with Title 19, Title 49, CBJ Engineering Code, and incentive grant criteria.

**C. Eligibility for Award**

1. Pass final inspection within one year of issuance of associated building permit.
2. This award is non-transferable; therefore, if there is a conveyance of property prior to awarding this grant, this application becomes null and void.
3. Receive a full Certificate of Occupancy within one year from date building permit was issued**.** A Temporary Certificate of Occupancy is insufficient.
4. Have no outstanding or active code enforcement cases on subject property. Building permit and grant application must be compliant with Title 19, Title 49, CBJ Engineering Code, and incentive grant criteria.
5. Submit exterior and interior photo of new unit.
6. Property taxes and assessments, including bonds, must be in good standing.
7. Agree not to rent the apartment as a short term rental from issuance of the certificate of occupancy for three years, and a default would cause the property owner to owe the CBJ the grant award. A short term rental means a dwelling unit, or portion of a dwelling unit, offered for overnight occupancy in exchange for a fee and that is available for rent for fewer than 30 consecutive days.

**D. Application and Disbursement Process**

1. Property owners shall complete an Accessory Apartment Incentive Grant application concurrently with a Building Permit application for an accessory apartment. Applications are accepted at the Community Development Department Permit Center on the 4th floor of the Marine View Building, located at 230 South Franklin Street. Staff will be available to provide assistance and answer any questions.
2. Availability of funding currently allows for 16 grant awards per fiscal year, from FY23. Applications are received on a first come, first served basis. Grant application approval will be determined by the Community Development Department; approval is subject to meeting preliminary eligibility requirements. The first 16 eligible applicants will be awarded after meeting the final eligibility for award requirements. After the first 16 applications have been received, eligible applicants will be placed on a waitlist in the event more funding becomes available, or an applicant on the primary list fails to meet award eligibility requirements.

3. Grant proceeds will be disbursed after a full Certificate of Occupancy is issued by the CBJ Building Division, within the one-year timeframe, and all other award eligibility requirements are met. Extension of grant deadlines will not be provided. Temporary Certificates of Occupancy are insufficient to receive an incentive grant award.

**E. Final Inspections**. Applicants are cautioned that the building inspection process often takes more time to complete than one may anticipate. Inspectors may have several inspections pending. Depending on the season, inspectors may be unable to respond rapidly to a request for an inspection. Please allow adequate time after inspections to make necessary corrections. Final inspections should be scheduled at least one month in advance of the one-year deadline.

**F. Income and Taxes**. Applicant is solely responsible for any tax implications upon receiving this incentive grant.

**Section 2. Effective Date.** This resolution shall be effective immediately after its adoption.

Adopted this 24th day of October, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

| 2023 | Number of Persons | Extremely Low Income (30% of Median) | Very Low Income (50% of Median) | Low Income (80% of Median) |
|---|---|---|---|---|
| | 1 | $25,050 | $41,700 | $66,750 |
| | 2 | $28,600 | $47,650 | $76,250 |
| | 3 | $32,200 | $53,600 | $85,800 |
| | 4 | $35,750 | $59,550 | $95,300 |
| | 5 | $38,650 | $64,350 | $102,950 |
| | 6 | $41,500 | $69,100 | $110,550 |
| | 7 | $44,350 | $73,850 | $118,200 |
| | 8 | $47,200 | $78,650 | $125,800 |

| 2023 | Bedrooms | Fair Market Rent | 30% AMI | 60% AMI | 80% AMI | 100% AMI | 120% AMI |
|---|---|---|---|---|---|---|---|
| | Efficiency | $1,002 | $642 | $1,284 | $1,712 | $2,140 | $2,568 |
| | 1 bedroom | $1,176 | $688 | $1,375 | $1,834 | $2,292 | $2,750 |
| | 2 bedroom | $1,499 | $825 | $1,650 | $2,200 | $2,750 | $3,300 |
| | 3 bedroom | $2,130 | $953 | $1,906 | $2,541 | $3,176 | $3,811 |
| | 4 bedroom | $2,236 | $1,063 | $2,126 | $2,835 | $3,544 | $4,253 |
| | 5 bedroom | $2,571 | $1,174 | $2,347 | $3,130 | $3,912 | $4,694 |

# ADUs: An Integral Part of the Juneau Housing Strategy

## A brief overview of the Accessory Apartment Grant program and proposed updates

# Accessory Dwelling Unit (ADU) History in Juneau

**2001:** CBJ allows permitting of Accessory Dwelling Units (ADU's)

**2009; 2015:** ADU code updates

**2015:** Accessory Apartment Incentive Grant Program pilot launches

**2018:** 5-year Grant Program Extension Begins

**2023:**

April 24: LHED Committee offers a motion of support for program updates

May 22: COW considers program changes

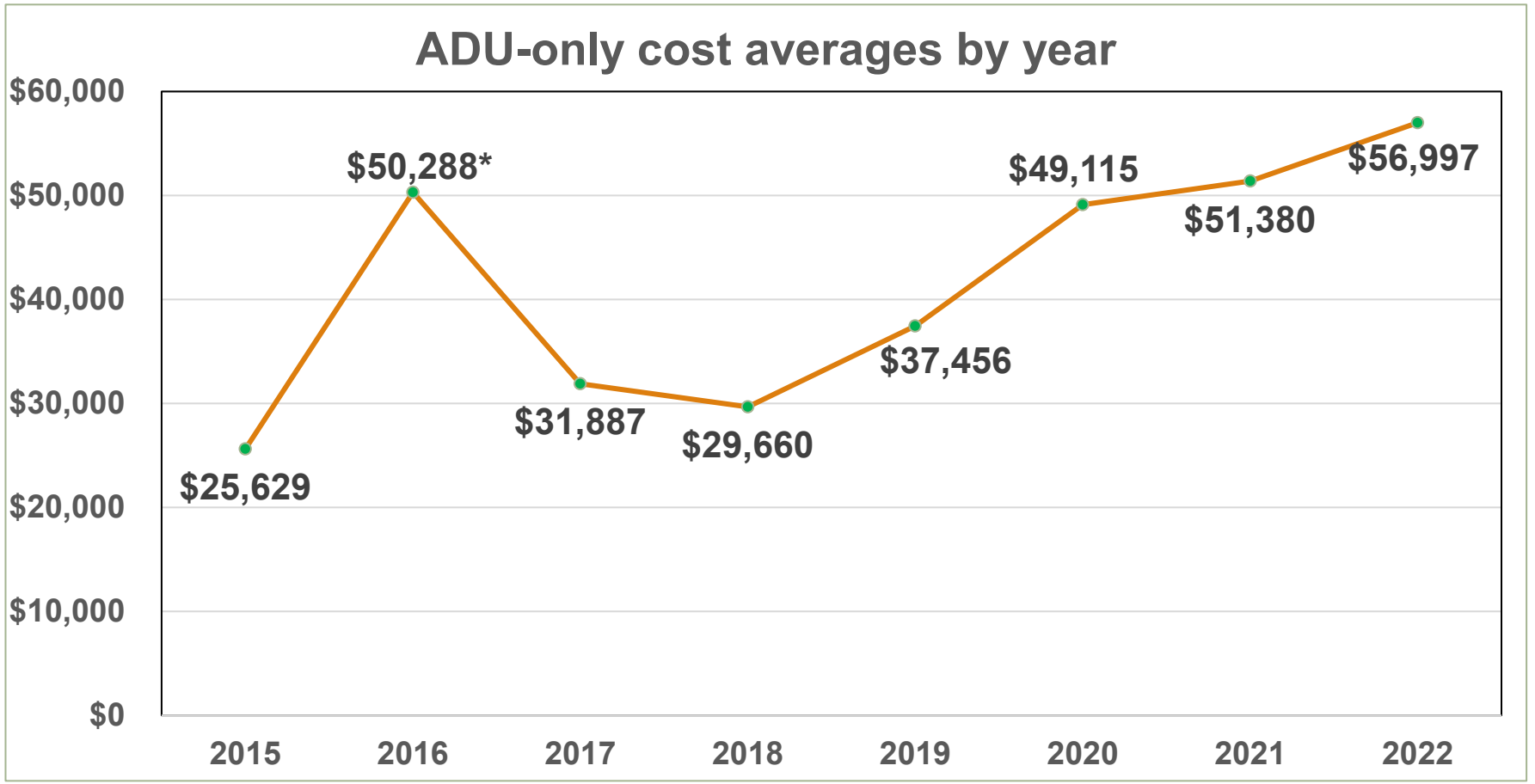
June 30: Grant Program Expires

**2023:** Update of ADU Code Expected in Summer/Fall

# Current Grant Program Status

- Currently: 16 grants of $6,000 each to eligible applicants
- ADU's are a critical element of Juneau's housing supply
- Since inception, 38% of the total program funding has been distributed for the creation of ADU's
- Average cost to construct an ADU today has more than doubled since 2015
- COVID-19 impacts (2020-2022): The number of accessory apartment grants issued in first year of pandemic declined and has yet to recover
- The ratio of accessory apartments created to grants issued has declined

# Accessory Apartment Development Cost Data




*data for 2016 is slightly skewed due to a single outlier within the 22 ADUs. The average cost for 2016 without this unit would average around $36,000.

# Future "Accessory Dwelling Unit Grant" Program Options

| | Option 2 – $13,500 grant | Option 3 – $50,000 grant |
|---|---|---|
| **Grant Amount** | **$13,500** | **$50,000** |
| **Number of grants** | 16 | 8 |
| **Short-term Rental (STRs)** | No STRs for 3 years via covenant | No STRs for 10 years via covenant |
| **Qualification parameters** | Receive CO within 2 years of permit issuance | Receive CO within 2 years of permit issuance |
| **Affordability** | No requirement | Affordability at 80% AMI for 10 years through a recorded covenant |
| **Distribution strategy** | First come, first served | First come, first served |
| **Reporting** | Annual reporting requirement for three years | Annual reporting requirement for ten years |

# Recommendation

The manager recommends that the Committee of the Whole forward a draft resolution for the continuation of the Accessory Dwelling Unit Grant Program (formerly the Accessory Apartment Grant Program) as a two-tiered program. Tier 1 grants of $13,500, short-term rentals not allowed for three years by covenant with annual reporting, and Tier 2 grants of $50,000, short-term rentals not allowed for 10 years, and affordability capped at 80% AMI for 10 years by covenant with annual reporting

# Questions?

Quick answers:

- 80% AMI in Juneau for a family of four is $95,300 (2023)
- “ADU” and “Accessory Apartment” are used interchangeably in this presentation; ADU is the preferred, standard term in planning practice
- Parameters of this program are up to you; your recommendation can be an outlined option or a combination of options
- The program name will be changed from Accessory Apartment Grant program to ADU Grant Program

City and Borough of Juneau
City & Borough Manager's Office
155 South Seward Street
Juneau, Alaska 99801
Telephone: 586-5240| Facsimile: 586-5385

To: Deputy Mayor Gladziszewski and Assembly Committee of the Whole

From: Rorie Watt, City Manager

Re: South Seward Street Renaming Process

The Sealaska Heritage Institute has proposed to rename the two blocks of South Seward Street between Front Street and Marine Way. The codified process for considering the renaming of Streets is in title 49 and goes through the Planning Commission.

As an update, SHI has withdrawn their application to rename to Heritage Way as they contemplate a renaming as a Tlingit place name.

As the only other affected property owner, I recommend that we support the street renaming when it is ready for action. The Planning Commission process is still worthy as it allows the general public to comment on the proposal.