



ASSEMBLY LANDS HOUSING AND ECONOMIC DEVELOPMENT AGENDA

April 15, 2024 at 5:05 PM

Assembly Chambers/Zoom Webinar

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

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. APPROVAL OF MINUTES - March 11, 2024 Minutes

[1.](#) 03 11 2024 LHED Draft Minutes

F. AGENDA TOPICS

[2.](#) CBJ Capital Ave and Village Street Properties

[3.](#) Mayflower Building Lease Renewal

G. STAFF REPORTS

[4.](#) Housing Programs Annual Update

[5.](#) A.J. Mine

H. STANDING COMMITTEE TOPICS

I. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

J. NEXT MEETING DATE

K. 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.

ASSEMBLY LANDS HOUSING AND ECONOMIC DEVELOPMENT MINUTES

March 11, 2024 at 5:00 PM

Assembly Chambers/Zoom Webinar



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

A. CALL TO ORDER – 5:11pm

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

Members Present: Acting Chair Paul Kelly, Greg Smith, 'Wáahlaal Gídaag,

Members Absent: Alicia Hughes-Skandijs

Liaisons Present: Chris Mertl, PRAC; Matthew Bell, Planning Commission

Liaisons Absent: Jim Becker, Docks & Harbors Committee

Staff Present: Dan Bleidorn, Lands Manager; Roxie Duckworth, Lands & Resources Specialist; Katie Koester, City Manager; Joseph Meyers, Senior Planner/Housing & Land Use Specialist; Alix Pierce, Tourism Manager

Members of the Public: none

D. APPROVAL OF AGENDA – approved as presented

E. APPROVAL OF MINUTES - 1. February 26, 2024 LHED Draft Minutes – approved as presented

F. AGENDA TOPICS

2. Ruschmann Application to Purchase CBJ Property

Mr. Bleidorn discussed this topic. Mr. Smith asked to see the images for a description.

Mr. Smith moved that the Lands, Housing and Economic Development Committee provide a motion of support to the full Assembly for working with the original proposer in accordance with CBJ 53.09.260. motion passed unanimously.

3. Resolution 3022 Adopting Juneau Affordable Housing Fund Guidelines

City Manager Koester and Mr. Meyers discussed this topic.

Mr. Smith asked about the guidelines and the eligible uses of the fund and whether it allowed for land surveying, site engineering, or permitting, but didn't see it in the resolution. Ms. Koester replied that she was trying to simplify the resolution and instead of listing out all eligible uses, it list them out in categories, fees for architects and other professionals would fall under that. This resolution does not reflect the guidelines exactly but was constructed to keep it simple.

Mr. Mertl asked if there is any criteria here that prioritizes affordable over middle income housing as a selection criteria, he didn't see it in the resolution. Ms. Koester replied that in Section D of the resolution, the criteria prioritizes affordable over middle income housing as a selection criteria and there is a section that talks about the median income and middle income housing units, that the priority of the fund to create housing for middle income units. One of the criteria of the fund is that 20% of housing is reserved for 80% or below median income and that is the standard that the Juneau Affordable Housing Fund agreed on.

Mr. Smith asked if this resolution should be adopted, will there be any changes to the forms or the grading or ranking materials, are those going to change? Mr. Meyers replied that a lot of the forms will be the same, the guidelines and the score sheets may make some minor changes, but overall it's the same program.

Mr. Mertl asked if affordable housing would get priority over middle income housing. As a voting member, when I voted for this, my intention was that the priority would be for affordable, and I realize there's economics tied in with it, but everything's an "or" that I'm seeing in here in terms of the criteria. Mr. Bleidorn replied that as someone who is part of the review committee for the last few rounds of Affordable Housing fund dollars, when we're talking about affordability, there's also the opportunity for a grant versus a loan, whereas affordability allows the opportunity for grants, whereas market rate or middle housing would be a loan, which is also part of the application process.

Mr. Smith asked about some type of bonus that was part of the grading criteria for downtown housing. Someone could get points if the housing was downtown, I didn't see that in this resolution. Ms. Koester replied that there's no intention to do anything differently and there is a line about prioritizing downtown housing. It would be appropriate if this body wants to make sure that it is included, that you make that amendment, and we can bring it to the Assembly with that explicit in there.

Mr. Smith made an amendment to the motion to move that downtown housing be included in the resolution as a criteria or part of scoring. Amendment passed unanimously. Mr. Smith will work with the manager to provide language to bring to the Assembly.

Wáahlaal Gíidaak would appreciate discussing middle income housing versus affordable housing, as it relates to our loans, what is the difference in us providing a loan, if it's essentially just for any kind of housing versus them going to a bank. In my mind, we as an Assembly set this up to create affordable housing, the thought process, as it is a policy call for me, would lean more towards affordable housing versus the median income or even for our loans. And I know that was something that had come up before and I'd like a discussion before I try and make an amendment. Mr. Bleidorn replied that it's definitely a valid point in thinking about previous applications that we've had when moving forward and there hasn't been a situation where an application was better or worse if it was a grant or a loan, we were working with what we got and basically negotiating the final terms. But as far as your question about why a developer wouldn't necessarily just go to a bank to finance it 100%, a lot of times the city loan, being for \$50,000 max per unit, is a stopgap funding. They have traditional funding for the majority of their project, but the city would finance it at a lower, favorable rate to facilitate the development taking place sooner rather than later.

Wáahlaal Gíidaak followed up that she was trying to find a good solution and was wondering if this was related to workforce housing. Ms. Koester replied that the intent of the last round of the Affordable Housing Fund, which is why we saw both of the applications for loans, targeting efficiencies and single bedroom apartments and that's the best way to leverage that \$50,000 per unit. This is a policy goal and it's what type of housing the Assembly wants to create, what does the Assembly feel like the market will bear. In previous rounds, with this last round really been the most, I would say successful round where we've seen really good applications. We feel like the developer community is starting to take notice and use this tool. And certainly, if the Assembly feels like you want to tweak this tool to target a different demographic or a different type of housing, that would be absolutely what this resolution is for, for you to take a take a look at those goals and tweak them from time to time. Just because these have been the criteria since the fund evolved and what we're working with, it doesn't mean that it's the right criteria for this moment in time. I don't have the ability right now to advise on market conditions, and if we require different affordability components, we will still get the same level of quality respondents. I will say that the loans that were just awarded really did fall below that requirement of 20% that had to meet 80% AMI. We required one developer to do the 20%, but then we also required that the remainder of the units would be \$1,400 or less, which is actually substantially below the 80% AMI. A long way of saying, if you want to work on a different metric or a different goal, I think that's absolutely in in your wheelhouse, and I would just love the chance to work on the details of that a little bit with you, so that I can make sure we're presenting something that meets your intention.

Wáahlaal Gíidaak made an amendment to the motion to have the Affordable Housing Fund lean more towards affordable housing versus medium or middle income housing. Mr. Smith objected for a comment that he wanted information about the middle income or workforce housing and that might also be an area to incentivize, as well as other financial tools that might be available. Amendment passed unanimously. Wáahlaal Gíidaak will work with the manager to provide language to bring to the Assembly.

Mr. Smith moved that Resolution 3022 be forwarded to the Committee of the Whole as amended for further discussion. Motion passed unanimously.

Mr. Bleidorn added one further point on this topic that the outcome of these applications and negotiations would come forward as an agreement and ordinance to the assembly. Each individual loan or grant would have terms and conditions that would be approved by the Assembly, as an ordinance.

4. Pederson Hill Development Update

Mr. Bleidorn updated the committee on this topic. No discussion from the committee.

G. STAFF REPORTS

5. VITF Implementation Update

Ms. Pearce discussed this topic. She gave an update to the spreadsheet in the packet regarding item number 35, "CBJ law to research how other US. Communities have identified limitations on visitor numbers," where in the comments it says we're awaiting the outcome of the Bar Harbor lawsuit, that lawsuit has been resolved. It was found in favor of the city allowing the city to legislate visitor caps on cruise ship passengers. This is not precedent setting for us at this time, but it is currently at the state level in Maine. The opposition has stated that they will appeal as it moves through the courts. It may become a precedent setting for us, it's something that I'm watching very closely and have been in contact with the State Cruise Director for Maine, that's the closest counterpart that I have. I also wanted to bring the committee's attention to the items around negotiated agreements. We are making progress with those and have some options in front of industry stakeholders. I'm hoping to have something in front of the Assembly soon for discussion. I also wanted to just give an update on summer tourism. We have been working on the glacier situation, the Public Works and Facilities committee saw options for a tripper, capital transit service. We're working to add capacity to Capital Transit to help mitigate glacier issues. We've kicked off our commercial rec use study, Mr. Mertl's firm is our consultant on that, and we will be beginning public engagement in early May. With some of the proposed changes to Title 85 and Title 3, I've been reaching out to other empowered boards and have had some good conversations with Mr. Scanlan up at Eaglecrest about their summer operations, tourism plans, and becoming more involved in that discussion and public outreach around those. We are making progress on the Seawalk between the Franklin Dock and the AJ Dock, we have a cost estimate, and an upcoming meeting to try to work out a deal between Petro Marine, the landowner in between the 2 docks, and the Franklin Dock owner has some interest in the area. With the whale watching situation, the Whale Watch Committee, the Southeast Alaska Whale Watch Association has put forward some new TBMP recommendations that will go into effect for this year. We're making some tweaks to some of them to be a little more user-friendly and readable. I am planning to start work with the Law department on opportunities for whale watch management through our Statter Harbor facility. No questions from the committee.

H. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS – no questions or discussions.

I. NEXT MEETING DATE – April 15, 2024

J. ADJOURNMENT – 5:53pm

MEMORANDUM

CITY/BOROUGH OF JUNEAU

Lands and Resources Office
155 Heritage Way, Juneau, Alaska 99801
Dan.Bleidorn@juneau.gov
(907) 586-5252

TO: Alicia Hughes-Skandijs, Chair of the Assembly LHED Committee
FROM: Dan Bleidorn, Lands and Resources Manager *Daniel Bleidorn*
SUBJECT: CBJ Capital Ave and Village Street Properties
DATE: April 11, 2024

On December 18, 2023, the LHED Committee reviewed an application from LeMann Bluff, representing the owners of 361 Distin Ave. The application included the request to acquire three CBJ properties and vacate a ROW adjacent to the applicant’s property. The application stated that the objective was to acquire the properties from CBJ in order to consolidate them with 361 Distin and to prevent the properties from continuing to be illegal dumping grounds. (Attachment 1: Application Map).

The discussion on December 18 included the Committee’s request for additional information and to begin the process to have the Planning Commission provide a recommendation on the disposal. The Planning Commission process includes public notice which informs neighboring property owners of the potential disposal. On December 18, 2023, the LHED Committee passed a motion to forward this application to the full Assembly for review, which is tentatively scheduled as new business in May. (Attachment 2: 12/18/23 Memo and minutes).

Background

The four CBJ properties were acquired by foreclosure. Lot 5 was acquired by the CBJ in 1987. In 1989 the Assembly adopted Ordinance 1989-23, An ordinance establishing the City and Borough’s determination to retain Lot 5 for a public purpose. The packet material from the 1989 ordinance retaining Lot 5 for public use states that the property should be retained by the CBJ “until such time as the Juneau Indian Village adopts a redevelopment plan for this area”. (Attachment 3: 1989 Manager’s Report). Lots 2 and 3 were acquired by foreclosure by CBJ in 1995. Lot 7 was acquired by the CBJ in 2012, but there is some potential ambiguity as to the ownership at the time of writing this. This property was not included in the original application, and required additional research. The Planning Commission review of the disposal request is scheduled for May 7th.

On March 29, 2024, Lands staff met with William Ware, the Chief Development Officer for Central Council of the Tlingit and Haida Indian Tribes of Alaska (Tlingit and Haida). This meeting was regarding Tlingit and Haida interest in acquiring these same properties from the CBJ. Tlingit and Haida owns a number of properties on Capital Ave and in the Indian Village (Attachment 4: Tlingit and Haida Ownership Map). Mr. Ware expressed the Tlingit and Haida goal of acquiring the properties in the Indian Village for consolidated regional development, including the CBJ properties. Prior to the LeMann

application, this property was not being actively pursued by Tlingit and Haida. In response to the application, Tlingit and Haida requests that the Assembly consider disposing of the property to it with the goal of restoring Tlingit and Haida ownership of the Indian Village. Tlingit and Haida is the largest landowner on Village Street but does not own the properties directly adjacent to the CBJ properties.

In March 2024 the building at 361 Distin was sold to new owners, who are interested in continuing the application process for acquiring the properties initiated by LeMann Bluff. In a telephone conversation in April, the new owners reached out to the Lands Office to inquire about continuing the application process.

In February 2024, Lands Division staff, working with the CDD Code Compliance Officer, hired a contractor to clean the illegal dumping from the property. The total cost for the cleanup was approximately \$14,251. (Attachment 5 Cleanup pictures).

At this point, there are competing applications to acquire the CBJ properties. Additionally, there could be a beneficial public policy to consolidate multiple lots, instead of just the CBJ parcels. If the CBJ properties are consolidated with the Distin property, future consolidation of the properties on Village Street may be negatively impacted. (Attachment 6 example consolidation Maps)

Staff recommend that the Lands, Housing and Economic Development Committee consider the competing interests and provide a motion to work with Tlingit and Haida towards a redevelopment plan and sale.

Attachments:

- 1. Lemann Application Map
- 2. 12/18/23 Memo and Minutes
- 3. 1989 Manager’s Report
- 4. Tlingit and Haida Ownership Map
- 5. Cleanup Pictures
- 6. Example Consolidation Maps





ASSEMBLY LANDS HOUSING AND ECONOMIC DEVELOPMENT MINUTES

December 18, 2023 at 5:00 PM

Assembly Chambers/Zoom Webinar



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

A. ROLL CALL

Members Present: Chair Alicia Hughes-Skandijs, Wáahlaal Gíidaak, Greg Smith, Paul Kelly

Members Absent: none

Liaisons Present: Mandy Cole, Planning Commission; Chris Mertl, PRAC

Liaisons Absent: Jim Becker, Docks & Harbors Committee

Staff Present: Dan Bleidorn, Lands Manager; Roxie Duckworth, Lands & Resources Specialist

D. APPROVAL OF AGENDA – approved as presented

E. APPROVAL OF MINUTES - November 6, 2023 Draft Minutes – approved as presented

F. AGENDA TOPICS

- 2. LeMann Bluff LLC Application to Purchase CBJ Property located on USS 4694 Juneau Indian Village
Mr. Bleidorn discussed this topic.

Mr. Mertl commented that we've gone through this process before in the past. When we get an application do they get sole source for purchasing the property, or does the property go out for general advertisement to let the public know it's for sale. Is it first person that shows up and can purchase these properties outright? Mr. Bleidorn replied that it is to be determined by the assembly. At this point, the city manager has received an application, and it has all the necessary information included to be deemed complete, and then the assembly can determine, as a new business item, to work with your original proposal, where we'd work and start negotiations with them and start the process of an appraisal and any other site work that we need to get done. Other options would be to determine if it is in the city's best interest to retain this property at this time until either some other catalyst moves us to move forward with it or retain it if there is public use or determination that the city needed it. The third option would be to open it up to some type of competitive process. In this case, the properties really do not have any road frontage and most of the city owned property here is very steep. If we're going to go out to some type of competitive sale, it would be more likely that we'd be having another neighbor that was interested in it, because the general public couldn't really build anything on this property due to the size and the shape, it's not really conducive to housing. There's another part to this request that is for an isolated right-of-way (ROW), an undeveloped ROW, undeveloped road that has no connection to other existing roads, it's not connected to Capital Ave or Village Street. A ROW vacation has its own process through the Engineering department because the city doesn't own ROWs. They are not sold like a piece of property, it's independent. That was included in the application, and we're also working with the applicant to follow through that process for the ROW vacation.

Wáahlaal Gíidaak asked what the process is in terms of our recommendation to the full assembly, do we recommend now whether or not we want it to be competitive or non-competitive or does that come at the full assembly level? Mr. Bleidorn replied that staff in the past have gone both ways. If it's something where there's no adjacent neighbor, there's no other ROW close by, where it would make sense to work specifically with the applicant at that stage. At this point I was uncomfortable making that recommendation to this committee because I want to hear from some of the neighbors, we're still collecting information, and waiting for review. I think by the time this goes to the assembly as new business we'll be in a situation where we can provide some additional direction as staff.

Mr. Smith commented that he was looking at this downtown location, near where the tribe has had some recent investments and land. Would this potentially be desirable to somebody else? I understands the applicant's desire to keep it clean but was questioning whether doing cleanup is a reason enough to

dispose of land. Could there be potential projects or something in that area if we either held onto it or if anyone else was interested in it. Mr. Smith likes the motion in the packet. Chair Hughes-Skandijs noted that she has the same concerns and appreciates the Staff's recommendation and could see this being an open request to see what the neighbors think, especially that these were foreclosures.

Mr. Smith moved that staff request the Lands Housing and Economic Development Committee to forward this application to the full Assembly to be reviewed for a determination of whether the proposal should be further considered and, if so, whether by direct negotiation with the original proposer or by competition after an invitation for further proposals in accordance with 53.09.260(a). Motion passed unanimously.

3. Request to Continue to Lease CBJ property located at U.S. Survey 3760 for a Parking Lot
Mr. Bleidorn discussed this topic. No committee discussion.

Wáahlaal Gíidaak moved that that staff request the Lands Housing and Economic Development Committee to provide a motion of support for renewing a lease of CBJ property to Amalga and Huffman Harbors Community Association for a parking lot. Motion passed unanimously.

G. STAFF REPORTS

4. 520 Sixth Street Foreclosure Verbal Update

Mr. Bleidorn discussed this topic. Chair Hughes-Skandijs asked about the foreclosure process, that there is no financial incentive. We're not rushing for a closure process. Mr. Bleidorn replied that it goes to the previous owners and added that the process for this ordinance is going to be proposing a sealed competitive bid sale, which we'll set a minimum bid for the price, and then there'll be a window of 45 days for the application to be out there to collect bids. We'll provide a bid form, a brochure, and then we'll open all the bids at the end, and the highest bid will get it.

5. Telephone Hill Land Redevelopment Study Update

Mr. Bleidorn discussed this topic. PC Cole asked how maintenance has been conducted on these properties for the last two decades, who's responsible for that, and what kind of records were kept. Mr. Bleidorn replied that the city hasn't had ownership for very long and acquired this property in March of 2023. The city's approach has been to hire a professional property manager that works with residents on site to try to mitigate concerns. Building maintenance prior to that was done by some residents of the Hill that had formed what they called a neighborhood nonprofit but was neither a neighborhood association nor a nonprofit. They did work on structures but record keeping seems to have been nonexistent. I have not found a great record of maintaining these structures since the State first acquired them in the 1980s.

Mr. Kelly asked how this survey is going to fit into the general scheme of how we're taking public input. Before he was sworn into the assembly, Mr. Kelly attended two meetings held by our consultant. In the second meeting it didn't seem like people were interested in any of the four options that were available to them. He was wondering how this survey would fit into how we're receiving public input and if there's any way for the for people who might have an idea that's outside of the basic four options to weigh in. Mr. Bleidorn replied that the report that I'm requesting that all of you take some time to read about has value as far as the process goes. At some point the assembly is going to determine how to move forward with this site. If you're thinking about preservation, knowing the structure as it exists today might weigh on your consciousness if you're thinking about trying to keep these properties alive. The second part of that question was related to the majority at those meetings. I agree that most of the people who attended those meetings were either residents of Telephone Hill or had a history with the Hill. Vocally people expressed concerns but the written comments from that meeting were more favorable than the

comments over the microphone. We didn't necessarily get a full view of other parts of the communities, which has led us to the survey that we're doing now to try to get people involved who aren't as vested in the Hill as exists today. Mr. Kelly replied that he was wondering where it would fit into the overall process. I imagine it will be put into our packet at some point. Mr. Bleidorn replied that the Assembly will be asked to provide direction on how to proceed after the survey

Mr. Mertl asked what is the decision-making process for this project, we've received public input and four concepts, does this come before this committee, and we get to weigh options. Does it go to planning? Is there a steering committee or is it decided by yourself or engineering? I'm just curious about what is the decision making process as a preferred concept and master plans as they get developed. Mr. Bleidorn replied that he doubts that those processes will come to the Lands Housing and Economic Development Committee, they'll likely be routed through the Public Works and Facilities or the Committee of the Whole.

H. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

PC Cole commented about the Gastineau Apartments permit, she noted that the conditional use permits that the Planning Commission approved for the Gastineau Lodges apartments has been in the paper a lot recently. Steve Soenksen was the applicant with that project. There's been a lot of questions about how the Planning Commission could approve a conditional use permit in that area for 72 units. She wanted to speak about that, because she suspects the assembly will get some questions from their constituents. One of the beautiful and difficult things about being on the Planning Commission, you spend a long time thinking about and understanding an issue, and then it gets reported in a small space or on a radio, and it and the summary doesn't necessarily capture all of the elements that we work through weighing carefully that night. She wanted to note that they made a distinction between land use. The conditional use permit speaks to land use versus a building permit which would speak to the safety and codes that a particular building in construction would have according to those concerns. We talked about the fire code requirements for a building of that size on a one way street. The applicant acknowledged the Planning Commission, as it stands now, would not pass fire code. The applicant had a plan to work with the fire chief in order to try and come up with some workarounds to get the building permit, and if he does so he'll get the building permit. If he doesn't, he may not but we really tried to separate the issue from land use and building. That's how we got to that decision, and wanted to try and help explain that as I suspect you might get questions.

Mr. Mertl commented that he has been a liaison for 6 plus years, and this is not intentional, when you ask for unanimous consent it silences the liaisons, and we don't get a chance to talk about the motion at all. This committee has 3 liaisons that I think provide valuable input, and perhaps in crafting or refining a motion. I know we don't get voting rights, I respect that, but I think it's an unintentional consequence of being efficient and going with unanimous consent and moving things forward that you then remove the liaisons from that discussion. Just a point of order, something to consider, I just wanted to bring that up. Chair Hughes-Skandijs replied that going forward she will think about how best to involve the liaisons. She knows they take time to come to these meetings, and we want you to weigh in on how it affects the other bodies that you serve on. Something to think or talk about at a future meeting, I will say, even if someone just made a motion, it's my understanding of the assembly rules and procedures that we would still not recognize a liaison, because when we go to a voting matter of the committee, it's an assembly committee, and so the people who are qualified to object or to alter would be assembly members. But perhaps more discussion before we get to an actual committee motion would be good.

J. NEXT MEETING DATE - January 29, 2024

L. ADJOURNMENT – 5:29pm

THE CITY AND BOROUGH OF JUNEAU, ALASKA

APRIL 17, 1989

Meeting No. 89-12: The Regular Meeting of the City and Borough of Juneau Assembly, held in the Assembly Chambers of the Municipal Building, was called to order by Mayor Botelho at 7:00 p.m.

I. FLAG SALUTE

The Flag Salute was led by Mayor Botelho.

II. INVOCATION

The Invocation was offered by Pastor John Bigelow of the Bethany Baptist Church.

III. ROLL CALL

Assembly Present: Young, Campbell, Champion, Davidson, Parsons, Peterson, Robinson, Walker, Botelho

A quorum was present.

Staff Present: Patty Ann Polley, City Clerk; Kevin Ritchie, City Manager; Barbara Blasco, City Attorney; Joe Graham, Harbormaster; John Corso, Deputy City Attorney; John Kern, Transit Manager; Mary Cook, Finance Director; Richard Shadduck, Public Works Department; Allan Judson, Fire Chief; Laraine Glenn, School District

IV. APPROVAL OF MINUTES

- 03/31/89 Special Meeting No. 89-09
- 04/03/89 Regular Meeting No. 89-10
- 04/06/89 Special Meeting No. 89-11

MOTION - by Davidson to adopt the minutes of Special Meeting No. 89-09, held March 31, 1989, as presented, and asked unanimous consent. There being no objection, it was so ordered.

Administrative Report: Attached. The Manager recommended this ordinance be introduced and set for public hearing at the next regular meeting.

- 5. Ordinance No. 89-23
AN ORDINANCE ESTABLISHING THE CITY AND BOROUGH'S DETERMINATION TO RETAIN FOR A PUBLIC PURPOSE THE FOLLOWING PROPERTIES: LOT 3, BLOCK 101, TOWNSITE OF JUNEAU, JUNEAU, ALASKA, ACQUIRED BY TAX FORECLOSURE FROM DAVID E. MOUSEL; AND LOT 5, BLOCK 5, JUNEAU INDIAN VILLAGE, JUNEAU, ALASKA, ACQUIRED BY TAX FORECLOSURE FROM FRANCES E. AND JAMES F. WESLEY.

Administrative Report: Attached. The Manager recommended this ordinance be introduced and set for public hearing at the next regular meeting.

- 6. Ordinance No. 89-24
AN ORDINANCE AUTHORIZING THE MANAGER TO NEGOTIATE AND EXECUTE A LEASE CONSOLIDATING THREE EXISTING LEASES OF CITY AND BOROUGH REAL PROPERTY TO FOODLAND, INC. AND TO INCREASE THE SQUARE FOOTAGE OF THE LEASED PROPERTY FROM 52,277.80 TO APPROXIMATELY 65,477.80, FOR THE PURPOSE OF EXPANDING THE FOODLAND SUPERMARKET BUILDING.

Administrative Report: Attached. The Manager recommended this ordinance be introduced and set for public hearing at the next regular meeting.

B. Resolutions

- 1. Resolution No. 1375
A RESOLUTION AUTHORIZING THE MANAGER TO ACCEPT A \$90,000 GRANT FROM THE ALASKA DEPARTMENT OF FISH AND GAME FOR THE CLEANUP OF DUCK CREEK AND JORDAN CREEK.

Administrative Report: Attached. The Manager recommended the adoption of this resolution.

C. Transfer Requests

- 1. T-358 - Transfer \$339,241 from 1987 1/2% Sales Tax, 1989 1/2% Sales Tax, 1987 Areawide Capital

I recommend that this ordinance be introduced and set for public hearing at the next regular meeting.

5. Ordinance No. 89-23

This ordinance establishes the City and Borough's determination to retain for a public purpose certain properties acquired by clerk's deed in the 1986 tax foreclosure proceedings. State law provides that the municipality must determine by ordinance whether foreclosed property deeded to the municipality is to be retained for a public purpose. The disposition of these properties has been reviewed by staff, the Planning Commission, and the Assembly Lands Committee, all of which recommended that these properties be retained for a public purpose, as follows: Lot 3, Block 101, Townsite of Juneau, is to be retained because this property is located in an area identified as a severe geophysical hazard area; Lot 5, Block 5, Juneau Indian Village, is to be retained until such time as the Juneau Indian Village adopts a redevelopment plan for this area.

A copy of the published notice of public hearing on this ordinance will be sent by certified mail to the former record owners of the properties that are the subject of this ordinance, as required by state law. The adoption of the ordinance will terminate the right of the former record owners to repurchase the properties.

I recommend that this ordinance be introduced and set for public hearing at the next regular meeting.

6. Ordinance No. 89-24

This ordinance authorizes the Manager to enter into a lease with Foodland, Inc. to expand its current lease area by approximately 13,200 square feet (fractions of Lots 12 and 18, Alaska Tidelands Survey 3). The proposed lease expansion will accommodate two additions to the existing building so that Foodland's retail space can be increased and the freight dock made more efficient. Foodland, Inc. currently leases 52,277.80 square feet of municipal land for its facility. Foodland's total lease area is actually the composite of three different leases that the CBJ and Foodland entered into, the first one starting in 1963. Rather than enter a fourth lease, staff recommended and Foodland agreed to consolidate all the leases into one. The new lease would be for a term of 33 years, expiring April 1, 2022 (the expiration date of the longest of the existing leases). The area encompassed by the existing leases would continue to be leased at the rate established in those leases while the newly leased area would be leased at the current lease rate.

Comments on the proposed lease were solicited from the Parks and Recreation, Community Development, Engineering, and Public Works Departments. The comments received have been incorporated into the ordinance.

THE CITY AND BOROUGH OF JUNEAU, ALASKA

MAY 1, 1989

Meeting No. 89-14: The Regular Meeting of the City and Borough of Juneau Assembly, held in the Assembly Chambers of the Municipal Building, was called to order by Mayor Botelho at 7:00 p.m.

I. FLAG SALUTE

The Flag Salute was led by Mayor Botelho.

II. INVOCATION

The Invocation was offered by Monsignor James Miller from St. Paul's Catholic Church.

III. ROLL CALL

Assembly Present: Campbell, Champion, Davidson, Parsons, Peterson, Robinson, Walker, Young, Botelho

A quorum was present.

Staff Present: Patty Ann Polley, City Clerk; Kevin Ritchie, City Manager; Barbara Blasco, City Attorney; Jim Dumont, Parks & Recreation Director; Mary Cook, Finance Director; Al Judson, Coordinating Fire Chief; Richard Shadduck, Public Works Department; Cynthia Johnson, Lands & Resources Officer; Gabrielle LaRoche, Planner; Murray Walsh, Planner; Tim Maguire, Planner; Laraine Glenn, School District

IV. APPROVAL OF MINUTES

04/17/89 Regular Meeting No. 89-12
04/24/89 Special Meeting No. 89-13

MOTION - by Davidson to approve the minutes of Regular Meeting No. 89-12, held April 17, 1989, as presented, and asked unanimous consent. There being no objection, it was so ordered.

ALASKA, ACQUIRED BY TAX FORECLOSURE FROM HARRY H. GRANT; AND FINDING THAT A PUBLIC NEED DOES NOT EXIST FOR THESE PROPERTIES.

Administrative Report: Attached. The Manager recommended this ordinance be adopted.

Public Hearing: No one testified at this time.

Assembly Action:

MOTION - by Davidson to adopt Ordinance No. 89-22.

Mr. Davidson asked about the need to take this action at this time. Ms. Blasco responded that if the Assembly wants to dispose of the property, they must pass an ordinance and give notice to the former owners by a certified letter. If an ordinance is not passed, either retaining the property or disposing of it, the former record owner has a right to repurchase the property that goes for 10 years after the end of the redemption period.

Mr. Davidson expressed concern of disposing of this property at this time in competition with private landowners. Ms. Blasco noted that the City does not make money from such sales, but is only allowed to keep the amount of taxes owed, penalty, interest and costs of the foreclosure proceedings; the record owner is notified of any extra funds, and they have six months to claim it. Ms. Johnson commented that a decision to dispose of the property does not necessarily mean that disposal will take place immediately.

The motion passed without objection.

- 5. **Ordinance No. 89-23**
AN ORDINANCE ESTABLISHING THE CITY AND BOROUGH'S DETERMINATION TO RETAIN FOR A PUBLIC PURPOSE THE FOLLOWING PROPERTIES: LOT 3, BLOCK 101, TOWNSITE OF JUNEAU, JUNEAU, ALASKA, ACQUIRED BY TAX FORECLOSURE FROM DAVID E. MOUSEL; AND LOT 5, BLOCK 5, JUNEAU INDIAN VILLAGE, JUNEAU, ALASKA, ACQUIRED BY TAX FORECLOSURE FROM FRANCES E. AND JAMES F. WESLEY.

Administrative Report: Attached. The Manager recommended the ordinance be adopted.

Public Hearing: No one testified on this ordinance.

Assembly Action:

MOTION - by Peterson to adopt Ordinance No. 89-23.

Ms. Peterson asked about the redevelopment plan for the Indian Village mentioned in the Manager's report. Mr. Ritchie indicated that a redevelopment plan has not been established at this time. The lots in the Village have been divided into odd sizes and shapes, and a redevelopment plan should address that issue.

The motion passed without objection.

6. Ordinance No. 89-24

AN ORDINANCE AUTHORIZING THE MANAGER TO NEGOTIATE AND EXECUTE A LEASE CONSOLIDATING THREE EXISTING LEASES OF CITY AND BOROUGH REAL PROPERTY TO FOODLAND, INC. AND TO INCREASE THE SQUARE FOOTAGE OF THE LEASED PROPERTY FROM 52,277.80 TO APPROXIMATELY 65,477.80, FOR THE PURPOSE OF EXPANDING THE FOODLAND SUPERMARKET BUILDING.

Administrative Report: Attached. The Manager recommended this ordinance be adopted.

Public Hearing: No one testified at this time.

Assembly Action:

MOTION - by Young to adopt Ordinance No. 89-24.

Mr. Young commented that the Lands Committee did not review the final language in the ordinance in terms of access.

Ms. Walker asked why the City needs access. Mr. Ritchie responded that they use the area behind Foodland for equipment operator training. They may want to landscape the area at some time in the future.

Ms. Walker asked about the addition to the Foodland building. Tim Whiting, representing Foodland Market, stated that the intent is to build a two-story building in order to make it feasible. The project will improve the looks of the back of the building. The addition will run parallel to the existing building. Ms. Walker suggested that Mr. Whiting talk with the residents of the Parkshore Condominiums, who are concerned about the addition.

4. Ordinance No. 89-22

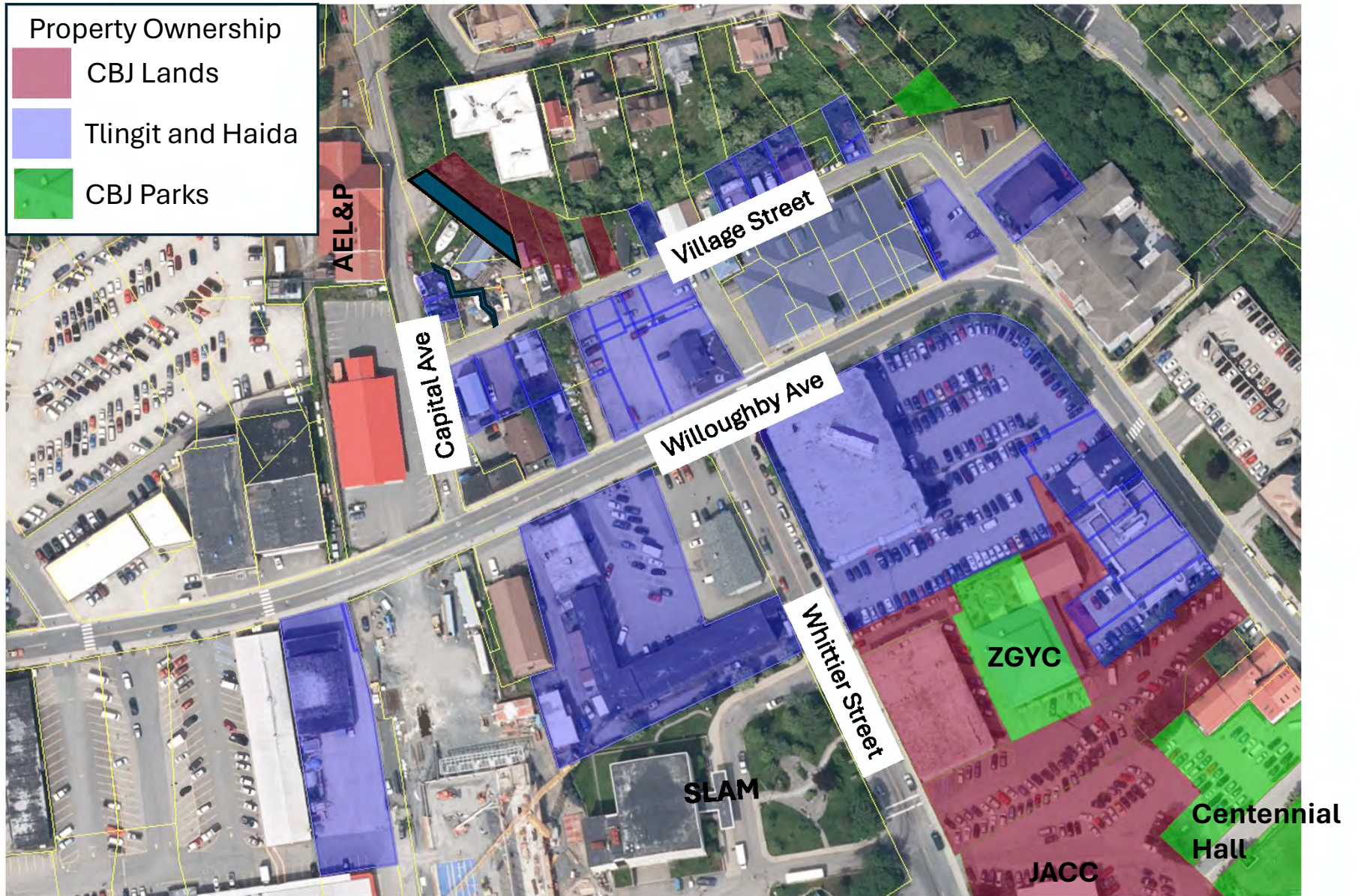
This ordinance establishes the City and Borough's intention to surplus certain properties which were acquired by clerk's deed in the 1986 tax foreclosure proceedings. The disposition of these properties has been reviewed by staff, and it was concluded that a public need does not exist for these properties and that it would be in the best interests of the city and borough to surplus the properties. This ordinance is required under state law in order for the municipality to surplus the tax foreclosed property. A copy of the published notice of public hearing on this ordinance will be sent by certified mail to the former record owners of the properties that are the subject of this ordinance, as required by state law. The adoption of this ordinance will terminate the right of the former record owners to repurchase the properties.

With respect to Lot 9, Serac Terrace Subdivision, the Lands Committee recommendation was to dispose of the property if the Alaska Department of Environmental Conservation (ADEC) first approved of on-lot waste disposal. Staff has investigated this issue further and has been advised by ADEC that a specific project and engineering data would be necessary in order to obtain approval on on-lot waste disposal. Therefore, it is recommended that this parcel be surplusd at this time; the issue of on-lot waste disposal will be addressed by ADEC if and when it is presented with a proposed project for the property at a later time.

I recommend that this ordinance be adopted.

5. Ordinance No. 89-23

This ordinance establishes the City and Borough's determination to retain for a public purpose certain properties acquired by clerk's deed in the 1986 tax foreclosure proceedings. State law provides that the municipality must determine by ordinance whether foreclosed property deeded to the municipality is to be retained for a public purpose. The disposition of these properties has been reviewed by staff, the Planning Commission, and the Assembly Lands Committee, all of which recommended that these properties be retained for a public purpose, as follows: Lot 3, Block 101, Townsite of Juneau, is to be retained because this property is located in an area identified as a severe geophysical hazard area; Lot 5, Block 5, Juneau Indian Village, is to be retained until such time as the Juneau Indian Village adopts a redevelopment plan for this area.







Consolidation with Village Street



Consolidation with Distin Ave

MEMORANDUM

CITY/BOROUGH OF JUNEAU

Lands and Resources Office
 155 Heritage Way, Juneau, Alaska 99801
Dan.Bleidorn@juneau.gov
 (907) 586-5252

TO: Alicia Hughes-Skandijs, Chair of the Assembly Lands Committee

FROM: Dan Bleidorn, Lands and Resources Manager *Daniel Bleidorn*

SUBJECT: Mayflower Building Lease Renewal

DATE: April 4, 2024

The Montessori School has leased the Mayflower Building from the CBJ since 1992. The fair market value for the Mayflower Building was established by appraisal in 1993 and found to be \$2,000 per month. The lease rate has not been updated to a current fair market value since 1993. Section 4 of the lease states that “the manager is only authorized to renew this lease with a rental rate at the fair market value. If the Lessee seeks to renew the lease at less than fair market value, then the Assembly must first authorize the reduced rental rate.”

The current lease was signed in 2015 and was authorized by Ordinance 2014-44. In 2014 fair market value was determined by appraisal to be \$3,255 per month. In 2014 the Lands Committee and Assembly chose to keep the lease rate flat at the 1993 amount of \$2,000 per month, since it was covering the costs of maintaining the building. Since 2014, the building maintenance costs have gone up and the lease rate no longer covers the costs to maintain this building. It currently costs roughly \$2,100 per month to maintain the Mayflower Building and FY25 it will cost \$2200.

On May 18, 2020, staff received the attached letter from Laura Talpey, the Executive Director of the Juneau Montessori School, requesting the lease be renewed, and that it continue to be at less than fair market value. The LHED Committee reviewed a new lease renewal request at the June 6, 2020, meeting and due to the pandemic, the lease rate was not increased, and a new lease term was not signed. The Committee provided a motion for a one-year term since that time this lease has been extended on a monthly lease until a new ordinance is authorized. Based on previous Assembly direction regarding this lease, and the continued Assembly goal of childcare, staff are recommending a lease rate less than fair market value in accordance with 53.09.270. Upon a motion from this Committee, an ordinance will be introduced with lease terms and conditions.

Lands staff requests that the Lands, Housing, and Economic Development Committee pass a motion of support to continue to lease property to the Montessori School for less than fair market with the increased the rate of \$2,200 per month.

Attachments:

1. May 27, 2020, LHED Memo and Attachments

MEMORANDUM

CITY/BOROUGH OF JUNEAU

Lands and Resources Office
 155 S. Seward St., Juneau, Alaska 99801
 Dan.Bleidorn@juneau.org
 (907) 586-5252

TO: Rob Edwardson, Chair of the Assembly Lands Committee
FROM: *Daniel Bleidorn*
 Dan Bleidorn, Lands and Resources Manager
SUBJECT: Mayflower Building Lease Renewal
DATE: May 27, 2020

The Montessori School has leased the Mayflower Building from the CBJ since 1992. Fair market value for the Mayflower Building was established by appraisal in 1993 and found to be \$2,000 per month. The lease rate has not been updated to a current fair market value since 1993.

The Current lease was signed in 2015 and was authorized by Ordinance 2014-44. In 2014 fair market value was determined by appraisal to be \$3,255 per month, at that time the Lands Committee and Assembly chose to keep the lease rate flat at the 1993 amount of \$2,000 per month, since it was covering the costs of maintaining the building. Since 2014, the building maintenance costs have gone up and the lease rate no longer covers the costs to maintain this building. It currently costs roughly \$2,600 per month to maintain this building.

The current lease has the option for a 5 year renewal with the requirement that anything less than a fair market value lease rate be brought to the Assembly for approval. Section 4 of the lease states that “the manager is only authorized to renew this lease with a rental rate at the fair market value. If the Lessee seeks to renew the lease at less than fair market value, then the Assembly must first authorize the reduced rental rate.” On May 18, 2020, staff received the attached letter from Laura Talpey, the Executive Director of the Juneau Montessori School, addressed to the Assembly requesting the lease be renewed and that it continue to be at less than fair market value.

Lands staff requests that the Lands Committee pass a motion of support to continue to lease this property to the Montessori School for less than fair market but increase the rates from \$2,000 per month to \$2,600 per month in order to cover building maintenance costs.

Attachments:

1. 2014 Mayflower Building Lease with attachments
2. August 19, 2014 Memo from Greg Chaney
3. May 18, 2020 Letter from Laura Talpey, Executive Director of the Juneau Montessori School

MAYFLOWER BUILDING LEASE AGREEMENT

PART I. PARTIES. This lease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "CBJ," and the Juneau Montessori School, formerly known as Juneau Montessori Center, Inc., an Alaska nonprofit corporation, hereafter "Lessee."

PART II. LEASE ADMINISTRATION. All communications about this lease shall be directed as follows, and any reliance on a communication with a person other than that listed below is at the party's own risk.

CBJ:
City and Borough of Juneau
Attn: Greg Chaney
Land and Resources Manager
155 S. Seward Street
Juneau, AK 99801
Phone: (907) 586-0205
Fax: (907) 586-0295

Lessee:
Juneau Montessori School
Attn: Sharlyn M. Smith
Executive Director
750 St. Ann's Avenue
Douglas, AK 99824
Phone: (907) 364-3535
Fax: (907) 364-3537

PART III. LEASE DESCRIPTION. This lease agreement is identified as: Mayflower Building Lease Agreement. The following appendices are attached hereto and are considered a part of this lease agreement as well as anything incorporated by reference or attached to those appendices.

- Appendix A: Property Description & Additional Lease Provisions
- Appendix B: Lease Provisions Required by CBJ Chapter 53.20
- Appendix C: Standard Provisions

If in conflict, the order of precedence shall be: this document, Appendix A, B, and then C.

PART IV. LEASE EXECUTION. CBJ and Lessee agree and sign below. This contract is not effective until signed by the CBJ. Lessee represents that the person signing below on its behalf has the authority to do so and that it is a valid and binding contract enforceable in accordance with its terms.

CBJ:
Date: March 6, 2015

Lessee:
Date: 2/19/15

By: Kimberly A. Kiefer
Kimberly A. Kiefer
CBJ Manager

By: Sharlyn M. Smith
Sharlyn M. Smith
Executive Director

Risk Management Review: [Signature] 2/20/15, Risk Manager
Approved as to Content: Greg Chaney 2/20/15, Lands & Resource Manager
Approved as to Form: [Signature] 3/6/15, Law Department

**APPENDIX A:
PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS**

1. DESCRIPTION OF PROPERTY

The property subject to this lease shall be referred to generally as “the Property or “the Leased Premises” and shall consist of the following:

The entirety of the Mayflower Building, (5,086 square feet, more or less) located at 750 St. Ann’s Avenue, Douglas, Alaska 99824 and approximately 14,816 square feet of Lots 12 and 25 of Block 32, of the Tye 2nd Millsite Addition, Douglas Townsite, as generally shown on Exhibit A.

2. AUTHORITY

This lease is entered into pursuant to the authority of the CBJ 53.20, CBJ 53.09, and Ordinance No. 2014-44, attached as Exhibit B.

3. TERM AND RENEWAL OPTION

- a) The term of this lease is five (5) years, unless terminated as provided herein. The term shall commence on the effective date of this lease, which shall be the date the lease is signed by the CBJ.
- b) The Lessee may request renewal of the lease pursuant to Chapter 53.20 prior to the expiration of the lease term or extensions thereof. The parties may negotiate any number of lease extensions, provided that the extensions total no more than five (5) additional years after the original lease term.

4. LEASE PAYMENTS

The current fair market value is \$3,255 per month. Consistent with CBJ 53.09.270(b), Lessee shall pay rent to the CBJ at the rate of **\$2,000** per month for use and occupancy of the Premises (61% of fair market value). Rent shall be paid in advance on the 1st day of every month and may be mailed or personally delivered to the Office of the Treasurer, City and Borough of Juneau, 155 South Seward Street, Juneau, Alaska 99801.

Lessee agrees to a review and adjustment of the annual rental payment by the manager not less often than every fifth year of the lease term beginning with the rental due after completion of each review period. The CBJ may adjust the rental rate to reflect fair market value of the Leased Premises at the time each renewal option is exercised. The manager is only authorized to renew this lease with a rental rate at the fair market value. If the Lessee seeks to renew the lease at less than the fair market value, then the Assembly must authorize the reduced rental rate.

Any rate changes or adjustments shall be based primarily upon the values of comparable land in the same or similar areas; such evaluations shall also include all improvements, placed upon or made to the land, to which CBJ has right or title, excluding landfill placed upon the land by Lessee, except that the value of any improvements credited against rentals shall be included in the value. Lessee may protest the adjustment to the manager, and if denied wholly or in part, an appeal may be taken to the Assembly. The decision of the Assembly shall be final.

5. AUTHORIZED USE OF LEASED PREMISES

Lessee is authorized to use the Leased Premises solely for the operation of an elementary school, which may include a pre-school, and daycare. Included in this authorization is the Lessee's option to use and make improvements to and expand the existing playground area into the areas currently used for parking and vehicular circulation within the Leased Premises.

Lessee is further authorized to non-exclusive use of the CBJ parking lot that adjoins the Leased Premises. Lessee agrees to make the playground available for public use when Montessori is not in session.

6. INSURANCE REQUIREMENTS.

Lessee understands that CBJ carries no fire or other casualty insurance on the Leased Premises or improvements located thereon belonging to Lessee, and that it is Lessee's obligation to obtain adequate insurance for protection of Lessee's personal property located on the Leased Premises.

Lessee has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance described by CBJ Risk Management as outlined below. The Lessee has provided certification of proper insurance coverage to the CBJ, attached as Exhibit C. All insurance required under this contract, including during any periods of renewal, shall name the CBJ as an additional insured, except with respect to any required Professional Liability or Workers Compensation policies. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Lessee shall provide written notice to the CBJ's Risk Management. The Lessee's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Lessee maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Lessee.

Any deductibles and self-insured retentions must be declared to and approved by the CBJ. The CBJ may require the Lessee to provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

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Commercial General Liability Insurance. The Lessee must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Lessee. This amount must be at least one million dollars (\$1,000,000.00) per **occurrence**, and two million dollars (\$2,000,000.00) aggregate. **The CBJ will be named as an additional insured on this policy.**

Workers Compensation Insurance. If required by Alaska Statute (*see* Alaska Statute 23.30), the Lessee must maintain Workers Compensation Insurance to protect the Lessee from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to the Lessee's firm, the Lessee's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Lessee must notify the City as well as the State Division of Workers Compensation immediately when changes in the Lessee's business operation affect the Lessee's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injury and illness, and five hundred thousand dollars (\$500,000.00) policy limits. Lessee also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. If the Lessee is exempt from Alaska Statutory Requirements, the Lessee will provide written confirmation of this status in order for the CBJ to waive this requirement.

7. SERVICES AND UTILITIES

Lessee shall contract and pay for all services (i.e. janitorial, snow removal, and yard maintenance, etc.) and utilities for the Leased Premises.

8. REPAIRS AND MAINTENANCE

Except as identified above, the CBJ shall maintain the Leased Premises in good order and condition. The CBJ shall be responsible for building systems which are integral to the structure such as electrical wiring, plumbing sewer lines and durable features of the structure such as roof, walls, floors and stairs. Lessee shall be responsible for supplies, repairs and replacement of interior and exterior improvements made by Lessee. The CBJ's duty to maintain does not include the repair of any damage caused by the act or omission of Lessee, its, students, visitors, volunteers, agents, employees, or licensees, which repair shall be paid for by Lessee.

APPENDIX B: LEASE PROVISIONS REQUIRED BY CBJ CHAPTER 53.20

1. RESPONSIBILITY TO PROPERLY LOCATE ON LEASED PREMISES.

As required by CBJ 53.20.160, it shall be the responsibility of Lessee to properly locate Lessee's improvements on the Leased Premises and failure to so locate shall render Lessee's liable as provided by law.

2. APPROVAL OF OTHER AUTHORITIES.

As required by CBJ 53.20.180, the issuance by CBJ of leases, including this lease, under the provisions of CBJ Title 53 does not relieve Lessees of responsibility for obtaining licenses, permits, or approvals as may be required by CBJ or by duly authorized state or federal agencies.

3. TERMS AND CONDITIONS OF LEASES REQUIRED BY CBJ 53.20.190.

As required by CBJ 53.20.190, the following terms and conditions govern all leases and are incorporated into this lease unless modified by the Assembly by ordinance or resolution for this specific lease. Modifications of the provisions of this Appendix B applicable to this specific lease, if any, must specifically modify such provisions and be supported by the relevant ordinance or resolution to be effective.

(a) **Lease Utilization.** The Leased Premises shall be utilized only for purposes within the scope of the application and the terms of the lease, and in conformity with the provisions of CBJ code, and applicable state and federal laws and regulations. Utilization or development of the Leased Premises for other than the allowed uses shall constitute a violation of the lease and subject the lease to cancellation.

(b) **Subleasing.** The lessee may sublease lands or any part thereof leased to it hereunder; provided that the proposed sublessee first applies to the manager for a permit therefor; and further provided that the improvements on the leased lands are the substantial reason for the sublease. Leases not having improvements thereon shall not be sublet. Subleases shall be in writing and be subject to the terms and conditions of the original lease; all terms, conditions, and covenants of the underlying lease which may be made to apply to the sublease are hereby incorporated into the sublease.

(c) **Assignment.** Lessee may assign its rights and obligations under this lease; provided that the proposed assignment shall be approved by CBJ prior to any assignment. The assignee shall be subject to all of the provisions of the lease. All terms, conditions, and covenants of the underlying lease that may be made applicable to the assignment are hereby incorporated into the assignment.

(d) **Modification.** The lease may be modified only by an agreement in writing signed by all parties in interest or their successor in interest.

(e) **Cancellation and Forfeiture.**

(i) The lease, if in good standing, may be canceled in whole or in part, at any time, upon mutual written agreement by Lessee and CBJ.

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(ii) CBJ may cancel the lease if it is used for any unlawful purpose.

(iii) If Lessee shall default in the performance or observance of any of the lease terms, covenants or stipulations thereto, or of the regulations now or hereafter in force, or any of the provisions of this code, and should the default continue for thirty calendar days after service of written notice by CBJ without remedy by Lessee of the conditions warranting default, CBJ may subject Lessee to appropriate legal action including, but not limited to, forfeiture of the lease. No improvements may be removed by Lessee or other person during any time Lessee is in default.

(iv) Failure to make substantial use of the land, consistent with the proposed use, within one year shall in the discretion of CBJ with the approval of the Assembly constitute grounds for cancellation.

(f) **Notice or Demand.** Any notice or demand, which under the terms of a lease or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address of record. However, either party may designate in writing such new or other address to which the notice or demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed delivered when deposited in a United States general or branch post office enclosed in a registered or certified mail prepaid envelope addressed as hereinbefore provided.

(g) **Rights of Mortgagee or Lienholder.** In the event of cancellation or forfeiture of a lease for cause, the holder of a properly recorded mortgage, conditional assignment or collateral assignment will have the option to acquire the lease for the unexpired term thereof, subject to the same terms and conditions as in the original lease.

(h) **Entry and Reentry.** In the event that the lease should be terminated as hereinbefore provided, or by summary proceedings or otherwise, or in the event that the Leased Premises, or any part thereof, should be abandoned by Lessee during the term, CBJ or its agents, servants, or representative, may, immediately or any time thereafter, reenter and resume possession of the Leased Premises or such thereof, and remove all persons and property there from either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages therefor. No reentry by CBJ shall be deemed an acceptance of a surrender of the lease.

(i) **Release.** In the event that the lease should be terminated as herein provided, or by summary proceedings, or otherwise, CBJ may offer the Leased Premises for lease or other appropriate disposal pursuant to the provisions of CBJ code.

(j) **Forfeiture of Rental.** In the event that the lease should be terminated because of any breach by Lessee, as herein provided, the annual rental payment last made by Lessee shall be forfeited and retained by CBJ as partial or total damages for the breach.

(k) **Written Waiver.** The receipt of rent by CBJ with knowledge of any breach of the lease by Lessee or of any default on the part of Lessee in observance or performance of any of the conditions or covenants of the lease shall not be deemed a waiver of any provision of the lease. No failure on the part of CBJ to enforce any covenant or provision therein contained, nor any waiver of any right thereunder by CBJ unless in writing, shall discharge or invalidate such covenants or provisions or affect the right of CBJ to enforce the same in the event of any subsequent breach or default. The receipt, by CBJ, of any rent or any other sum of money after the termination, in any manner, of the term demised, or after the giving by CBJ of any notice thereunder to effect such termination, shall not reinstate, continue, or extend the resultant term therein demised, or destroy, or in any manner impair the efficacy of any such notice or termination as may have been given thereunder by CBJ to Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by CBJ.

(l) **Expiration of Lease.** Unless the lease is renewed or sooner terminated as provided herein, Lessee shall peaceably and quietly leave, surrender and yield up unto CBJ all of the Leased Premises on the last day of the term of the lease.

(m) **Renewal Preference.** Any renewal preference granted to Lessee is a privilege, and is neither a right nor bargained for consideration. The lease renewal procedure and renewal preference shall be that provided by ordinance in effect on the date the application for renewal is received by the designated official.

(n) **Removal or Reversion of Improvements upon Termination of Lease.** Improvements owned by Lessee shall within sixty calendar days after the termination of the lease be removed by Lessee; provided, such removal will not cause injury or damage to the lands or improvements demised; and further provided, that manager may extend the time for removing such improvements in cases where hardship is proven. Improvements owned by Lessee may, with the consent of the manager, be sold to the succeeding Lessee. All periods of time granted Lessee to remove improvements are subject to Lessee's paying to CBJ pro rata lease rentals for the period.

(i) If any improvements and/or chattels not owned by CBJ and having an appraised value in excess of five thousand dollars as determined by the assessor are not removed within the time allowed, such improvements and/or chattels shall upon due notice to Lessee, be sold at public sale under the direction of the manager. The proceeds of the sale shall inure to Lessee preceding if Lessee placed such improvements and/or chattels on the lands, after deducting for CBJ rents due and owing and expenses incurred in making such sale. Such rights to the proceeds of the sale shall expire one year from the date of such sale. If no bids acceptable to the manager are received, title to such improvements and/or chattels shall vest in CBJ.

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- (ii) If any improvements and/or chattels having an appraised value of five thousand dollars or less, as determined by the assessor, are not removed within the time allowed, such improvements and/or chattels shall revert to, and absolute title shall vest in, CBJ.
- (o) **Rental for Improvements or Chattels Not Removed.** Any improvements and/or chattels belonging to Lessee or placed on the Lease Premises during Lessee's tenure with or without Lessee's permission and remaining upon the Premises after the termination date of the lease shall entitle CBJ to charge Lessee a reasonable rent therefor.
- (p) **Compliance with Regulations and Code.** Lessee shall comply with all regulations, rules, and the code of the CBJ, and with all state and federal regulations, rules and laws as the code or any such rules, regulations or laws may affect the activity upon or associated with the Leased Premises.
- (q) **Condition of Premises.** Lessee shall keep the Leased Premises in neat, clean, sanitary and safe condition and shall take all reasonable precautions to prevent, and take all necessary action to suppress destruction or uncontrolled grass, brush or other fire on the Leased Premises. Lessee shall not undertake any activity that causes or increases a sloughing off or loss of surface materials of the Leased Premises.
- (r) **Inspection.** Lessee shall allow an authorized representative of CBJ to enter the Leased Premises for inspection at any reasonable time.
- (s) **Use of Material.** Lessee of the surface rights shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, top soils, or any other material valuable for building or commercial purposes; provided, however, that material required for the development of the Leased Premises may be used, if its use is first approved by CBJ.
- (t) **Rights-of-Way.** CBJ expressly reserves the right to grant easements or rights-of-way across the Leased Premises if it is determined in the best interest of CBJ to do so. If CBJ grants an easement or right-of-way across any of the Leased Premises, Lessee shall be entitled to damages for all Lessee-owned improvements or crops destroyed or damaged. Damages shall be limited to improvements and crops only, and loss shall be determined by fair market value. Annual rentals may be adjusted to compensate Lessee for loss of use.
- (u) **Warranty.** CBJ does not warrant by its classification or leasing of land that the land, or the Leased Premises described in this lease, is ideally suited for the use authorized under the classification or lease and no guaranty is given or implied that it shall be profitable to employ the land or Leased Premises to said use.
- (v) **Lease Rental Credit.** When authorized in writing by CBJ prior to the commencement of any work, Lessee may be granted credit against current or future rent; provided the work accomplished on or off the Leased Premises results in increased valuation of the leased or other CBJ owned lands. The authorization may stipulate type

of work, standards of construction and the maximum allowable credit for the specific project. Title to improvements or chattels credited against rent under this section shall vest immediately and be in CBJ and shall not be removed by Lessee upon termination of the lease.

APPENDIX C: STANDARD PROVISIONS

1. **Holding Over.** If Lessee holds over beyond the expiration of the term of this lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only at fair market value.
2. **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this lease not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 12 percent per annum, if no rate has been set by ordinance.
3. **Taxes, Assessments, and Liens.** During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Leased Premises or the improvements placed thereon.
4. **Easements.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.
5. **Encumbrance of Parcel.** Lessee shall not encumber or cloud CBJ's title to the Leased Premises or enter into any lease, easement, or other obligation of CBJ's title without the prior written consent of CBJ; and any such act or omission, without the prior written consent of CBJ, shall be void against CBJ and may be considered a breach of this lease.
6. **Valid Existing Rights.** This lease is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this lease.
7. **State Discrimination Laws.** Lessee agrees, in using and operating the Leased Premises, to comply with applicable sections of Alaska law prohibiting discrimination, particularly Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited). In the event of Lessee's failure to comply any of the above non-discrimination covenants, CBJ shall have the right to terminate the lease.
8. **Unsafe Use.** Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein that will unreasonably increase or tend to increase the risk of fire or cause a safety hazard to persons or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them or which violates or causes violation of any applicable health, fire, environmental or other regulation by any level of government.

9. **Indemnification.** The Lessee agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the use and occupancy of the Leased Premises by Lessee. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this agreement. The obligations of Lessee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Lessee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and is waived where the Lessee has actual notice.

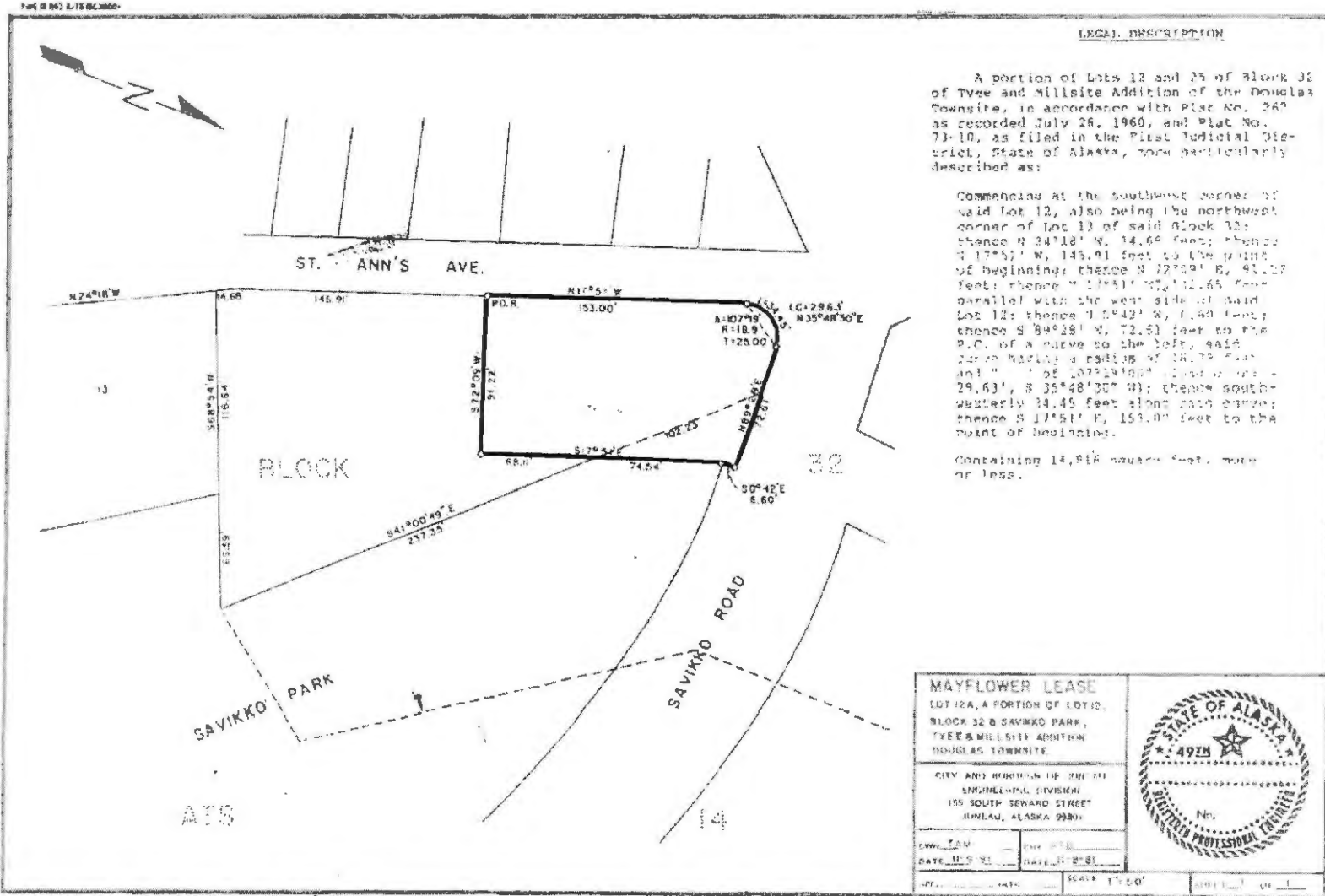
10. **Successors.** This lease shall be binding on the successors, administrators, executors, heirs, and assigns of Lessee and CBJ.

11. **Choice of Law; Venue.** This lease shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Juneau.

12. **Applicability of Alaska Public Records Act.** Lessee acknowledges and understands that the CBJ is subject to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned or controlled by the CBJ in relation to this agreement must be made available for the public to inspect upon request, unless an exception applies. It is Lessee's sole responsibility to clearly identify any documents Lessee believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should the CBJ receive a request for records under the Public Records Act applicable to any document marked "Confidential" by Lessee, the CBJ will notify Lessee as soon as practicable prior to making any disclosure. Lessee acknowledges it has five (5) calendar days after receipt of notice to notify the CBJ of its objection to any disclosure, and to file any action with any competent court Lessee deems necessary in order to protect its interests. Should Lessee fail to notify the CBJ of its objection or to file suit, Lessee shall hold the CBJ harmless of any damages incurred by Lessee as a result of the CBJ disclosing any of Lessee's documents in the CBJ's possession. Additionally, Lessee may not promise confidentiality to any third party on behalf of the CBJ, without first obtaining express written approval by the CBJ.

13. **Entire Agreement.** This Agreement, including all appendices and exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

14. **Severability.** If a court of competent jurisdiction renders any part of this agreement invalid or unenforceable, that part will be severed and the remainder of this agreement will continue in full force and effect.



MAYFLOWER LEASE EXHIBIT A CBJ Ordinance No. 2014-44

Presented by: The Manager
Introduced: 10/20/2014
Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2014-44

An Ordinance Authorizing the Manager to Execute a Lease of the Mayflower Building and Grounds to the Juneau Montessori Center, an Alaskan Non-Profit Corporation.

WHEREAS, the Juneau Montessori Center (Montessori) is a non-profit organization providing education to the children of the City and Borough; and

WHEREAS, Montessori has been leasing property for its school from the City and Borough since 1992; and

WHEREAS, by Ordinance 2008-37, the City and Borough executed a lease with Montessori allowing for Montessori's use of the Mayflower Building and an additional 14,816 square feet of Lots 12 and 25 of Block 32 of the Tyee 2nd Millsite Addition, Douglas Townsite; and

WHEREAS, Ordinance 2008-37 authorized Montessori to expand its playground, provided it would be available for public use when Montessori is not in session, and allowing Montessori to utilize a portion of the City and Borough public parking lot for its use as long as such use did not conflict with Robert Savikko Recreation Area operations; and

WHEREAS, Montessori has not yet expanded its playground hut intends to do so; and

WHEREAS, the market rental value of the proposed lease premises is \$3,255 per month; and

WHEREAS, CBJ 53.09.270(b) authorizes the lease of City and Borough property to a private, nonprofit corporation at less than fair market value provided the lease is approved by the Assembly and the property to be leased is used for the purpose of providing a service to the public that could or should reasonably be provided by the state or the City and Borough.

NOW, THEREFORE, 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. Authorization. The manager is authorized to negotiate and execute a lease with Montessori of approximately 5,086 square feet of space known as the Mayflower Building and including 14,816 square feet of Lots 12 and 25 of Block 32 of the Tyee 2nd Millsite Addition, Douglas Townsite as shown on Exhibit A, subject to the following essential terms and conditions:

(A) Term. The lease term shall be for a period of five years;

(B) Renewal Options. The manager may negotiate any number of lease term extensions, provided that the extensions total no more than five additional years after the original lease term.

(C) Adjustment of Rental. The City and Borough may adjust the rent to reflect changes in fair market value at the time each renewal option is exercised, except the Assembly must approve any adjustment that results in a rental amount at less than fair market value.

(D) Use of Premises. Montessori shall use the leased premises solely for the operation of an elementary school and day care facility.

(E) Hold Harmless. The lease agreement shall provide that Montessori indemnify, defend and hold harmless the City and Borough, its officers and employees for any claim related to or arising out of Montessori's use, operation or maintenance of the leased premises.

(F) Rent. Pursuant to CBJ 53.09.270(b), rent shall be \$2,000 per month, an amount less than the fair market value, for the initial five year term.

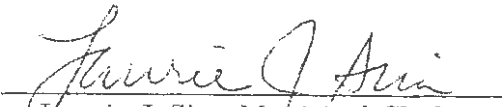
(G) Other terms and conditions. The manager may include other lease terms and conditions as the manager determines to be in the public interest.

Section 3. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this 10th day of November, 2014.


Merrill Sanford, Mayor

Attest:


Laurie J. Sica, Municipal Clerk

MEMORANDUM

CITY/BOROUGH OF JUNEAU

Lands and Resources Office
155 S. Seward St., Juneau, Alaska 99801
Greg_Chaney@ci.juneau.ak.us
Voice (907) 586-5252
Fax (907) 586-5385

TO: Assembly Lands Committee
FROM: Greg Chaney, CBJ Lands and Resources Manager
SUBJECT: Mayflower Building Lease Renewal
DATE: August 19, 2014



The Montessori School has leased the Mayflower Building from the CBJ since 1992. The most current lease expired in April of 2014.

Below is the history of the Montessori School leases in reverse chronological order:

- Current lease expired in April 2014 (this year) Appraisal stipulates Fair Market Value \$3,255
- 2009 – NEW 5 year lease approved @ \$2,000 month
- 2005 – 4 year extension of lease approved @ \$2,000 month
- 1999 – 6 year extension of lease approved @ \$2,000 month
- 1998 – Month to month @ \$2,000
- 1997 1 year lease extension
- 1993-1997 continued lease from 1992 @ \$2,000/month
- 1993 rate increased to \$2,000 month (under 1992 lease agreement)
- 1992 lease signed for 5 years for \$1,500 month for the first year

As can be seen above, fair market value for the Mayflower Building was established at \$2,000 in 1993 and has not been updated to a current fair market value since then. Per the Leases section of Title 53, the CBJ is required to lease property for fair market value:

53.20.050 Minimum acceptable annual rental.

(a) No land shall be leased for less than the approved, appraised annual rental except that when leased to a governmental unit, agency, department or body for public purposes, or to a nonprofit organization for the purpose of performing a public or quasi-public health function, such minimum rental may be waived by the assembly by resolution;...

(b) The appraisal shall be made by the assessor or a qualified appraiser. The appraisal shall be based on the use of the land specified in the application.

The renewal of the Mayflower Building lease prompted an appraisal as required by CBJ§53.20.040 *Appraisal Required*, to determine the current fair market value for the building. The appraisal which was completed April 11, 2014 established that fair market value is \$3,255 (Attachment A).

Ordinance 2008-37 Section 2(C) Adjustment of Rental.

The City and Borough may adjust the rent to reflect changes in fair market value of the Premises at the time each renewal option is exercised.

Since the Mayflower Building is a City owned property; the Building Maintenance Division is responsible for maintaining the building. This includes routine and unexpected maintenance.

CBJ's annual maintenance costs for the Mayflower Building have varied over the years but have averaged **\$16,646** since FY07 with a high of \$33,479 in FY10. The FY15 budget includes \$17,000 for Mayflower Building maintenance and \$17,500 in FY16.

FY07	\$13,536
FY08	\$18,399
FY09	\$14,278
FY10	\$33,479
FY11	\$10,555
FY12	\$12,414
FY13	\$15,510
FY14	\$14,998
FY15 (budget)	\$17,000
FY16 (proposed budget)	\$17,500

If the lease rate is not increased to address inflation, in the near future the annual lease rate will not cover maintenance costs and the Lands Fund will be subsidizing the operation of the Mayflower building. The Lands Division has discussed the situation with the Juneau Montessori program. Attached is a June 10th letter from Geoff Kirsch, President Juneau Montessori School Board of Directors objecting to the proposed increased lease rate.

In acknowledgement of the sudden increase in lease rates, the Lands Division is proposing a compromise. This would involve phasing in the new rate over the term of the lease as shown below. The increase would occur in uniform increments starting with the current rate of \$2,000 a month for the rest of FY 2015 so that parents would have an opportunity to budget for the increased rates:

FY 2015	\$2,000 month
FY 2016	\$2,314 month
FY 2017	\$2,628 month
FY 2018	\$2,942 month
FY 2019	\$3,255 month

After reviewing the compromise proposed above, the Juneau Montessori School Board's position was provided in the following E-mail:

Hey, Greg:

Okay, here is the JMS board position.

If the cost for maintenance is \$17K/yr, JMS is currently paying \$24K in rent, which gives CBJ \$7K in profit. Were JMS a for-profit entity, we would gladly pay market value for the rental. However, as a non-profit providing much-needed early childhood education and care to the community -- especially considering the recent closure of Puddle Jumpers learning center - - we do not feel CBJ should be looking to profit from our lease. As such, JMS proposes to pay for the actual cost of building maintenance, setting aside lease payments for these costs, similar to CBJ's rental agreement with the Juneau Arts and Humanities Council, which, from what we understand, is the only other non-profit currently renting from CBJ. Any difference between maintenance costs and our current rate of \$24K per annum would go into a CBJ rainy day account to draw upon should large-scale improvements prove necessary (e.g. plumbing).

As a non-profit proving an extremely valuable service to the community, the JMS board sees our position as no different from the swimming pool, Eaglecrest, ice rink and other entities that operate in a deficit. For CBJ to break even with a JMS lease sounds like a win-win.

Please let me know if you have any questions, or require any further information to include in the Aug. 25 Lands Committee packets.

Best,
Geoff Kirsch

As provided in CBJ\$53.09.600, all revenue from property leased from the CBJ is credited to the municipal land fund and all expenses for land maintenance or development are drawn from the municipal land fund. If the Mayflower Building is leased for less than fair market value, it represents a loss of potential revenue that could be used to develop more CBJ property for affordable housing. Leasing the Mayflower Building solely for the cost of short term maintenance would be a significant departure from the lease agreement that has been in place since 1993. Prior to leasing the Mayflower Building to the Montessori School, the CBJ spent over \$300,000 renovating the building. If significant repairs are needed in the future, no funds would be available for the repairs. Market rate rentals take long term repairs, maintenance and other expenses into account. If the property is leased for the cost of maintenance, the lands fund would be subsidizing the school. If the CBJ desires to subsidize early childhood education, it would be more appropriate to create a uniform program that applies to all programs equally rather than to have the lands fund subsidizing this building lease.

Staff Recommendation:

Lands Committee recommends the Assembly adopt a Resolution to renew the Mayflower Building lease for the Juneau Montessori School as follows:

FY 2015	\$2,000 month
FY 2016	\$2,314 month
FY 2017	\$2,628 month
FY 2018	\$2,942 month
FY 2019	\$3,255 month

The proposed lease rate will initially be below current market rate but will reach current fair market value in FY 2019. Prior to renewing the lease in 2020, the rate will be reviewed and adjusted as required by CBJ§53.20.050(a).



Juneau Montessori SCHOOL

SERVING JUNEAU FAMILIES SINCE 1985

750 St. Ann's Ave., Douglas, AK 99824 Phone: (907) 364-3535, Fax (907) 364-3537
E-Mail: jms@juneaumontessori.org Website: www.juneaumontessorischool.org

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

Dear Assembly Members,

The Juneau Montessori School's lease on the Mayflower building will expire at the end of June. On behalf of the Juneau Montessori School, I would like to request a lease renewal starting at the beginning of July 2020.

Not only is the Mayflower building a wonderful place to house our school, but it also helps us by keeping our rent costs low. As a nonprofit school operating on thin margins, and especially during the difficult time of Covid, our lease with the Mayflower building has been essential for keeping our school alive. Therefore, I would like to request that we maintain our lease at less than market value.

We love our school, and we appreciate CBJ's support in giving us a place to call home. Thank you for all you have done and continue to do to help us keep running!

Sincerely,

Laura Talpey
Executive Director



(907) 586-0715
 CDD_Admin@juneau.gov
 www.juneau.org/community-development
 155 Heritage Way • Juneau, AK 99801

MEMORANDUM

DATE: April 10, 2024
TO: Chair Hale, and Assembly
FROM: Joseph Meyers, Housing & Land Use Specialist
SUBJECT: **Housing Programs Annual Update**

Background

In 2010 the City & Borough of Juneau created the Juneau Affordable Housing Fund (JAHF) to provide gap funding to developers that build housing that is affordable to low- and middle-income residents of Juneau. Establishment of the fund allowed the City & Borough of Juneau to diversify its programming to support housing development and some limited home-ownership opportunities.

On an ongoing basis, staff look at existing program offerings to assess performance and determine if an update is necessary or if there is an opportunity to provide additional programming to meet the needs of the community. To date there are three programs (JAHF Competition, Accessory Dwelling Unit (ADU) Grant Program, Mobile Home Down Payment Assistance Program) that operate under the JAHF. Below is a summary of each program and their status.

In addition, there are updates below on new initiatives: Juneau Housing Library, Housing Tracker, and the First Time Homebuyer Down Payment Assistance Program.

Juneau Affordable Housing Fund

Overview

All projects approved for funding through the Juneau Affordable Housing Fund (JAHF) are listed on the [Juneau Affordable Housing Fund Dashboard](#). A requirement of the JAHF is that funding recipients provide an annual update to staff on project status by March 31, of the year after receipt of funding. Notices were sent to funding recipients on February 14, 2024, requesting submittal of project updates. A reminder was sent to all applicants two weeks prior to the reporting deadline.

A full list of funding recipients is available in **Attachment A** of your packet. The full progress update memos are in **Attachment B** of your packet. Below are the project summaries submitted.

- **Ridgeview** – Ridgeview is nearing completion on the construction of the first 24 units of a larger multi-building, multi-family housing development. Certificates of occupancy are anticipated in mid-June 2024. According to the developer, *“The inherent risks to developing housing are*

reasons to hesitate on any development; but the Juneau area presents several additional risks that likely would have not been justified with the added risk of higher interest rates. The JAHF loan provided a reasonable buffer to these risks that justified moving the project forward. We likely would have hit pause or even cancelled the project without the loan”. Six of the first 24-units have been sold as of the writing of this report with one additional sale pending.

- **THRHA** – Kowee Phase 1, (aka Séet Kanax̄ Dutéen subdivision). This project is seeking to develop ten, 2–4-bedroom homes for purchase by May 2026 (3 years from grant award) which will serve Native Alaskan families who make 80% or less of median family income. They have completed their Environmental Review and are in the process of early engineering and a traffic impact analysis (TIA) for the site. The next step for this project is to apply for discretionary land use permits with approval through the Planning Commission. A subdivision application (SMP2024 0001) has been received by the Community Development Department for subdivision of the tract into single-family lots.

- **Gastineau Lodge Apartments** – This project received \$700,000 for construction of Gastineau Lodge Apartments, a six-story, 72-unit apartment building on Gastineau Avenue.

The applicant reports progress on this project indicating that, “the program has helped our project progress beyond the conceptual and idea stage. Without these funds, we would not have been able to develop this project”. This funding has helped the applicant secure a contract with Northwind Architects for professional services. The project received a conditional use permit (USE2023 0008) in December 2023 from the Planning Commission. This permit has several conditions. One requirement, “Prior to issuance of a Building Permit, an agreement shall be reached with Capital City Fire and Rescue (CCFR) to satisfy emergency response requirements”. No update has been received regarding progress on the conditions of this permit. A lot consolidation application is pending for the three lots comprising this project site.

- **AWARE** – This report is the final required report for this project. This project was completed and began serving the community in September of 2023 with seven new units of affordable housing for survivors of domestic violence.
- **Juneau Housing First Collaborative dba The Glory Hall** –
 - **247 S. Franklin (formerly the Glory Hall):** The applicant has expended all CBJ funding. Units are expected to come to market in June/July of 2024. Rents will be held at the HUD Fair Market rate (40% AMI). According to the applicant, “The funding is helping to renovate old shelter into 7 units of housing and helped to attract 1.6 million dollars in private funds.”
 - **Forget-Me-Not Manor Phase 3:** The applicant has expended \$300,000 on project design and long lead items and has secured \$4.7 million in total funding so far toward project completion. The project is scheduled to begin construction at the end of April 2024. This funding has helped the applicant to obtain 28 sponsor-based housing vouchers and over \$4 million in non-local funds. Rents for these units will be 30% of applicant income. For those without income, rent will be \$50 per month.
- **St Vincent de Paul** – Funding from the JAHF helped SVdP to complete life safety improvements on its Teal Street facilities. These upgrades include replacement of fire escapes and fire

suppression systems. This funding had a direct impact on ensuring the sustainability of 55-housing units for at-risk, low-income, members of the community.

Round Three of the Affordable Housing Fund resulted in the awarding of funds to two projects;

- **Chilkat Vistas, LLC** – three, 16-unit apartment buildings with a total of 48 units. 14 of these units must be rented at \$1,400 per month adjusted for inflation, and 31-units must be available to rent for those making 80% or less of the area median income for the duration of the loan.
- **Coogan Alaska, LLC** – one, 18-unit apartment building with a total of 18 units. All 18 units will be rented at \$1,400 per month adjusted for inflation for the life of the loan.

Final contracts for both projects are currently in progress.

JAHF Guidelines Update and Codification

The Juneau Affordable Housing Fund has established guidelines for this program, which have been refined since its creation. However, as a means of safeguarding public money and providing more transparency, the Assembly has recently chosen to codify these guidelines. Codifying these guidelines is a step toward increasing the consistency, reliability, and longevity of this funding source for the community. An additional step to that end would be to dedicate \$3 million annually to the JAHF, which is in line with the [2016 Housing Action Plan](#) recommendation.

Accessory Dwelling Unit (ADU) Grant Program

The ADU Grant program was updated in June of 2023 to include a prohibition on short-term rentals, a longer timeframe for the applicant to attain a Certificate of Occupancy, and to increase the grant award amount to \$13,500. Since July 2023, only one grant has been applied for as of the writing of this memo. Two press releases related to the program have been issued, one in the summer of 2023, and one in the winter of 2024. Both solicitations received a significant volume of inquiries. However, in discussions with potential applicants, some barriers were identified:

1. The amount of funding on offer is generally perceived as not enough to offset large expense to construct and accessory dwelling unit (roughly \$100,000).
2. About a half dozen inquiries owned a duplex or other multifamily development where zoning code currently does not currently allow the addition of accessory dwelling units. (An ADU code update is in process that would address this scenario.)

Raising the grant amount to \$50,000 would narrow the gap that homeowners face when developing an ADU. This is on par with per unit funding from the Juneau Affordable Housing Fund which is available to public and private developers.

Mobile Home Down Payment Assistance Program

This program is in the process of being updated to increase the dollar amount of the CBJ match from \$10,000 to \$20,000 and change the name of the program to the Manufactured Home Down Payment Assistance Program to reflect current terminology in the housing industry. This program went to the Lands, Housing, and Economic Development Committee on January 29, 2024, and is pending a visit to the Assembly on April 29th for final approval.

Juneau Housing Library

Staff has reviewed CDD archives and uploaded more than a dozen documents dating back to 1972 discussing the housing dynamics within the CBJ which documented the ongoing challenge of housing

development in Juneau. You can view the Juneau Housing Library [here](#). Additional elements of the library are being considered, including a data center, updated annually, to show data relevant to housing in Juneau.

Housing Progress Tracker

The [Housing Progress Tracker](#) provides options for future actions by the Assembly. These actions came from the Housing Action Plan, Housing and Development Taskforce, and from the Assembly Annual Retreat.

First Time Homebuyer Down Payment Assistance Program

Staff is in the process of developing a first-time homebuyer down-payment assistance program with True North Federal Credit Union. This program will be brought before the Lands, Housing, and Economic Development Committee as early as this spring.

Attachments	Item description
Attachment A	List of Funding Recipients to Date
Attachment B	Annual Recipient Progress Reports

Funding Recipients to Date

Round	Project Name	Organization	Description	Status
1	Channelview	St Vincent de Paul	\$50,000 grant for repair and preservation of facility fire suppression system.	Complete
A*	Glory Hall Renovation	The Glory Hall	\$350,000 grant to convert Glory Hall into seven (7) apartments; Six (6) efficiency units and 1 one-bedroom unit.	Tentative opening Summer 2024; update due on 3/31/24
1	Teal Street (1)	St Vincent de Paul	\$50,000 grant for preservation and rehabilitation of the Teal Street Shelter and Hillview Apartments.	Complete
1	Cordova Street Apartments	AWARE	\$150,000 grant: First request for funding. Seven (7) SRO units.	Complete; grand opening occurred on 9/8/23; Final update due 3/31/24.
A*	Gastineau Lodge Apartments	Gastineau Lodge Apartments, LLC	\$700,000 loan for a 72-unit apartment building on Gastineau Avenue	Received partial funding and granted a CUP on 12/21/23. Update due 3/31/24
2	Ridgeview	Glacier Heights, LLC dba Glacier Heights Juneau, LLC	\$1.2 million loan for the first 24 units	Received funding for construction; update due 3/31/24
2	Kowee Phase 1	THRHA	\$500,000 grant for construction of ten single-family home reserved for buyers making less than 80% AMI.	Funding provided; update due on 3/31/24
2	Cordova Street Apartments	AWARE	\$200,000 grant: Second request for funding. Seven (7) SRO units.	Complete; grand opening occurred on 9/8/23
2	Teal Street (2)	St. Vincent de Paul	\$100,000 for Teal Street Shelter modernization and fire escape installation	Funding provided; update due 3/31/24
A*	Forget-Me-Not Manor Phase III	Housing First	\$1 million for 28 units of permanent supportive housing	Update due 3/31/24
3	Chilkat Vistas Apartments	Chilkat Vistas, LLC	\$2.25 million for the development of 48 efficiency units	Conditional use permit hearing on 4/23/24: Contract in progress – First update due 3/31/25
3	Island Hills Building LMN	Coogan Alaska, LLC	\$900,000 for the development of 18 market units	Contract in progress: Update due 3/31/25

A*: Funding awarded directly by the Assembly

Ridgeview Subdivision

JAHF Loan Annual Report

Executive Summary

Glacier Heights, LLC was awarded a \$1,200,000 loan based on Building A containing twenty-four (24) dwelling units. The loan was funded on August 4, 2023. Construction is expected to be completed mid-June 2024. The following is included in this report.

1. Budget and amounts Paid to Date.
2. Brochure with List Pricing (applicable to units that will be sold).
3. Loan benefits to the project.
4. Feedback.

Construction of Building A would have been incredibly difficult to move forward without the city's loan given the tough lending constraints due to higher interest rates and other specific challenges unique to the Juneau area. Therefore, the additional inventory will certainly help with the "stuck" housing market and provide options to improve housing.

Budget vs. Paid to Date

Attachment A provides the current project budget and amounts paid to date per line item.

List Pricing

Attachment B is the sales brochure with list prices per unit. These sales prices apply to the units that will be sold.

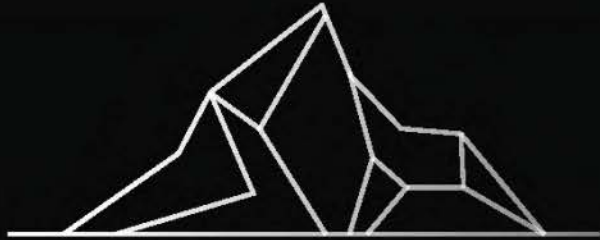
Loan Benefits

The inherent risks to developing housing are reasons to hesitate on any development; but the Juneau area present several additional risks that likely would have not been justified with the added risk of higher interest rates. The JAHF loan provided a reasonable buffer to these risks that justified moving the project forward. We likely would have hit pause or even cancelled the project without the loan.

Feedback

Our concerns and thoughts on how to improve the program largely hinge on the challenges and delays due to this loan being the first one granted to a for-profit developer. These concerns are likely no longer relevant since the terms and conditions of the contract have been set.

	REVISD BUDGET Feb.	TOTAL PAID TO DATE	% COMP	BALANCE REMAINING
CBJ GRANT				
Land Purchase	\$3,500,000.00	3,500,000.00	100%	
(01) General Conditions	\$1,025,000.00	911,200.00	89%	\$113,800.00
(01) Airfair	\$113,270.00	110,896.98	98%	\$2,373.02
(01) Housing	\$196,535.00	193,956.26	99%	\$2,578.74
(01) Rental Car	\$0.00	482.66		(\$482.66)
(01) Per Diem	\$57,800.00	35,339.44	61%	\$22,460.56
(01) Shipping	\$230,000.00	206,061.70	90%	\$23,938.30
(01) Equip/Scaffolding/Small Tools/Supplies ETC	\$601,700.00	528,904.81	88%	\$72,795.19
(02) Timber Cruiser	\$12,240.00	12,240.00	100%	\$0.00
(03) Concrete & Rebar	\$152,266.81	152,266.81	100%	\$0.00
(04) Masonry Labor	\$95,744.15	71,956.94	75%	\$23,787.21
(05) Metals Material	\$160,371.80	76,156.43	47%	\$84,215.37
(06) Woods & Plastics Rough Carpentry	\$1,238,619.38	1,136,175.97	92%	\$102,443.41
(07) Roofing, Siding Soffit & Fascia, Insulation	\$469,559.27	364,489.30	78%	\$105,069.97
(08) Doors & Windows, Hardware	\$175,557.16	142,187.94	81%	\$33,369.22
(09) Drywall, Paint, Flooring, Ceramic Tile	\$623,600.00	127,641.54	20%	\$495,958.46
(10) Bathroom Accessories, Mailboxes, Signage	\$143,738.59	78,896.64	55%	\$64,841.95
(11) Equipment Appliances, Janitor, Etc.	\$84,720.00	-	0%	\$84,720.00
(12) Furniture, Artwork, Countertops	\$123,800.00	69,482.40	56%	\$54,317.60
(21) Fire Suppression Labor/Materials	\$129,120.00	118,695.24	92%	\$10,424.76
(22) Plumbing Labor/Materials	\$510,000.00	200,431.83	39%	\$309,568.17
(23) HVAC Labor/Materials	\$385,542.00	287,247.75	75%	\$98,294.25
(26) Electrical Labor/Materials	\$309,200.00	211,197.00	68%	\$98,003.00
(28) Electronic Safety & Security Labor/Materials	\$88,129.61	-	0%	\$88,129.61
(31) Earthwork	\$700,000.00	695,474.69	99%	\$4,525.31
(32) Site Improvements	\$455,200.00	8,474.67	2%	\$446,725.33
(33) Utilities	\$96,046.02	96,046.02	100%	\$0.00
Construction Contingency	\$116,922.21	-	84%	\$116,922.21
CM/GC Overhead	\$374,000.00	325,000.00	87%	\$49,000.00
A&E Design Fees	\$203,000.00	174,935.45	86%	\$28,064.55
Due Diligence Cost	\$0.00	25,000.00		(\$25,000.00)
Enviromental TIA&MA	\$63,300.00	53,342.11	84%	\$9,957.89
Insurance and Bonding	\$122,219.00	115,218.25	94%	\$7,000.75
Permits	\$121,479.00	95,892.10	79%	\$25,586.90
Developer Fee	\$361,000.00	332,000.00	92%	\$29,000.00
Legal & Marketing	\$70,000.00	58,067.16	83%	\$11,932.84
Property Taxes	\$17,320.00	4,372.66	25%	\$12,947.34
Soft Cost Contingency	\$0.00	-		\$0.00
Financing Cost (Lender Fees, Interest Reserve)	\$363,000.00	209,609.46	58%	\$153,390.54
Construction Draw Fee		400.00		(\$400.00)
Subtotal	13,490,000.00	10,729,740.21	80%	\$2,760,259.79



R I D G E V I E W
J U N E A U , A L A S K A

Reservation Packet

last updated:

Jan 25th, 2023

STARTING IN THE
\$300,000
Section G, Item 4.



PROPERTY OVERVIEW

Discover the future of luxury living at **Ridgeview**. Nestled in the heart of Juneau, this **exciting** project is well underway, featuring **impeccable craftsmanship, stunning design, and breathtaking natural surroundings**. Join us in creating a new chapter of elevated living in this vibrant community, where every detail reflects our commitment to excellence. Welcome to Ridgeview Alaska, where the future of your dream home awaits!

Location Details

- Schools:**
- Harborview Elementary School
 - Dzantik'i-Heeni-Middle-School
 - Thunder Mountain High School

- Hospital:**
- Bartlett Hospital

- Airport:**
- Juneau International Airport

DRIVING DISTANCE

- Airport - **2min**
- Bartlett Hospital - **10min**
- Mendenhall Glacier - **10min**
- Downtown Juneau - **10min**
- Alaska State Capitol - **10min**
- Auke Bay - **10min**
- Fred Meyer - **1min**
- Eaglecrest Ski Resort - **25min**
- Mendenhall Golf Course - **5min**

AREA HIGHLIGHTS

- ✓ Bartlett Hospital
- ✓ Mendenhall Glacier
- ✓ Eaglecrest Ski Resort
- ✓ Whale Watching
- ✓ Fine Dining
- ✓ Downtown Juneau
- ✓ World-Class Fishing
- ✓ Access to Public Transport





1 BEDROOM UNITS

Discover the upscale charm of our 1-bedroom units, where high ceilings and sleek quartz countertops blend to create a luxurious living experience. Enjoy stunning views of the ocean and mountains that frame your everyday scenery, with the added benefit of being just a stone's throw away from all that Juneau has to offer. Our 1-bedroom units are equipped with top-tier amenities like tankless water heaters and commercial-grade A/C, and are bathed in natural light from large windows, situating you in a vibrant and ideally located community.

Overview



1 Bedroom



1 Bathrooms



Open Concept
Kitchen/Living



Optional
Garage



623
Sq Ft.



2024
Year Built

Additional Features

Premium Features

- Elevated Ceilings for an Expansive Feel
- Naviant Tankless Water Heaters
- Energy Saving A/C and Heater
- Luxury Vinyl Plank Waterproof Flooring
- Sleek Quartz Countertops
- Smart WiFi-Enabled Entry Locks
- Expansive, Light-Filled Windows
- LED Recessed Lighting for a Modern Glow
- Premium Tyvarian Shower Surrounds
- Exclusive Upper-Level Private Decks
- Designer-Selected Doors and Cabinetry

Kitchen (Electrolux Frigidaire):

- State-of-the-Art Electrolux Appliances
- Refrigerator with Integrated Ice Maker
- Sleek, Efficient Dishwasher
- Gourmet Gas Stovetop
- Precision Gas Oven
- Streamlined Above-Range Microwave
- Washer/Dryer Hookups (Electric?)

Noise Control:

- Advanced Triple-Layer Floor System
- Dual-Layer Soundproof Sheetrock
- Dedicated Sound Channeling
- Enhanced Insulation for Optimal Quietness

Other:

- Stylish Raised Bar Behind Sinks
- Pre-wiring for Elegant Bedroom Fans
- Bidet-Ready Toilet Wiring
- Under-Cabinet Ambient Lighting
- Integrated Fire Suppression System
- Solid-Core Security Entry Door
- Spacious Walk-In Master Closet
- Energy-Efficient Dual Pane Low-E Windows
 - Horizontal Slide with latch
- Convenient Garbage Disposal
- Optional Dedicated Private Garage
- Optional Secure Personal Storage Space



STARTING AT
\$375K

See price sheet for individual breakdowns



2 BEDROOM UNITS

Discover the expansive elegance of our 2-bedroom condos, where additional space meets modern sophistication. Ideal for those who require more room to breathe, these condos offer a perfect blend of luxury and practicality. Their generous layout provides ample space for living, working, and relaxing, making them an exceptional choice for a richer, more comfortable lifestyle. With stunning views and a prime location near Juneau's attractions, these condos are not just a residence, but a gateway to a life of style and convenience.

Overview



2

Bedroom



2

Bathrooms



Open Concept

Kitchen/Living



Optional

Garage



923

Sq. Ft.



2024

Year Built

Additional Features

Premium Features

- Elevated Ceilings for an Expansive Feel
- Naviant Tankless Water Heater
- Energy Saving A/C and Heater
- Luxury Vinyl Plank Waterproof Flooring
- Sleek Quartz Countertops
- Smart WiFi-Enabled Entry Locks
- Expansive, Light-Filled Windows
- LED Recessed Lighting for a Modern Glow
- Premium Tyvarian Shower Surrounds
- Exclusive Upper-Level Private Decks
- Designer-Selected Doors and Cabinetry

Kitchen (Electrolux Frigidaire):

- State-of-the-Art Electrolux Appliances
- Refrigerator with Integrated Ice Maker
- Sleek, Efficient Dishwasher
- Gourmet Gas Stovetop
- Precision Gas Oven
- Streamlined Above-Range Microwave
- Washer/Dryer Hookups (Electric)

Noise Control:

- Advanced Triple-Layer Floor System
- Dual-Layer Soundproof Sheetrock
- Dedicated Sound Channeling
- Enhanced Insulation for Optimal Quietness

Other:

- Stylish Raised Bar Behind Sinks
- Pre-wiring for Elegant Bedroom Fans
- Bidet-Ready Toilet Wiring
- Under-Cabinet Ambient Lighting
- Integrated Fire Suppression System
- Solid-Core Security Entry Door
- Spacious Walk-In Master Closet
- Energy-Efficient Dual Pane Low-E Windows
 - Horizontal Slide with latch
- Convenient Garbage Disposal
- Optional Dedicated Private Garage
- Optional Secure Personal Storage Space



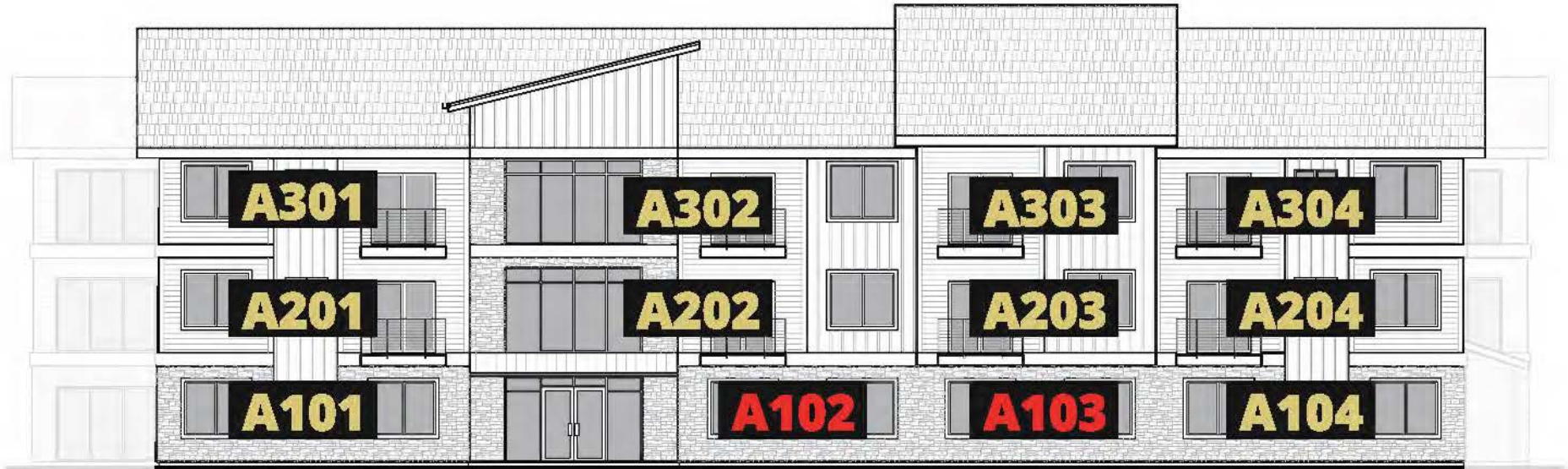
STARTING AT

\$495K

See price sheet for individual breakdowns

AVAILABLE UNITS

FRONT ELEVATION Section G, Item 4.
OCEAN VIEW



**PENDING
SOLD**



CALL OR TEXT
907.885.0290

UNIT #	LOCATION	BEDROOM LAYOUT	AREA	UNIT PRICE
A101	SW CORNER	2 BEDROOM	911 SF	\$ 495,500
A102	SOUTH/WEST/LOBBY	1 BEDROOM	697 SF	\$ 386,800
A103	SOUTH/EAST	1 BEDROOM	697 SF	\$ 375,200
A104	SE CORNER	2 BEDROOM	911 SF	\$ 495,500
A201	SW CORNER	2 BEDROOM	911 SF	\$ 505,600
A202	SOUTH/WEST	1 BEDROOM	1,006 SF	\$ 530,400
A203	SOUTH/EAST	1 BEDROOM	742 SF	\$ 395,300
A204	SE CORNER	2 BEDROOM	911 SF	\$ 505,600
A301	SW CORNER	2 BEDROOM	911 SF	\$ 520,800
A302	SOUTH/WEST	1 BEDROOM	1,006 SF	\$ 569,500
A303	SOUTH/EAST	1 BEDROOM	742 SF	\$ 415,900
A304	SE CORNER	2 BEDROOM	911 SF	\$ 520,800

Pricing and availability are subject to change.

AVAILABLE UNITS

REAR ELEVATION Section G, Item 4.

FOREST VIEW



SOLD

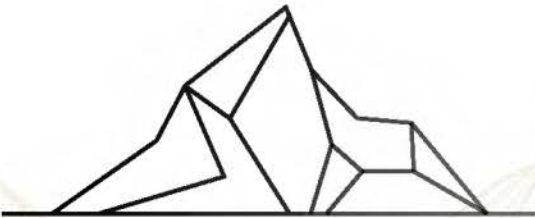
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SOLD

UNIT #	LOCATION	BEDROOM LAYOUT	AREA	UNIT PRICE
A105	NE CORNER	1 BEDROOM	697 SF	\$ 379,100
A106	NW CORNER W/GARAGE	1 BEDROOM	819 SF	\$ 524,500
A205	NE CORNER	1 BEDROOM	827 SF	\$ 459,000
A206	NORTH/EAST	1 BEDROOM	819 SF	\$ 422,700
A207	NORTH/CENTER	1 BEDROOM	819 SF	\$ 422,700
A208	NORTH/WEST	1 BEDROOM	819 SF	\$ 422,700
A209	NW CORNER	2 BEDROOM	1,011 SF	\$ 561,100
A305	NE CORNER	1 BEDROOM	827 SF	\$ 468,200
A306	NORTH/EAST	1 BEDROOM	819 SF	\$ 459,100
A307	NORTH/CENTER	1 BEDROOM	819 SF	\$ 459,100
A308	NORTH/WEST	1 BEDROOM	819 SF	\$ 459,100
A309	NW CORNER	2 BEDROOM	1,011 SF	\$ 577,900



R I D G E V I E W
J U N E A U , A L A S K A

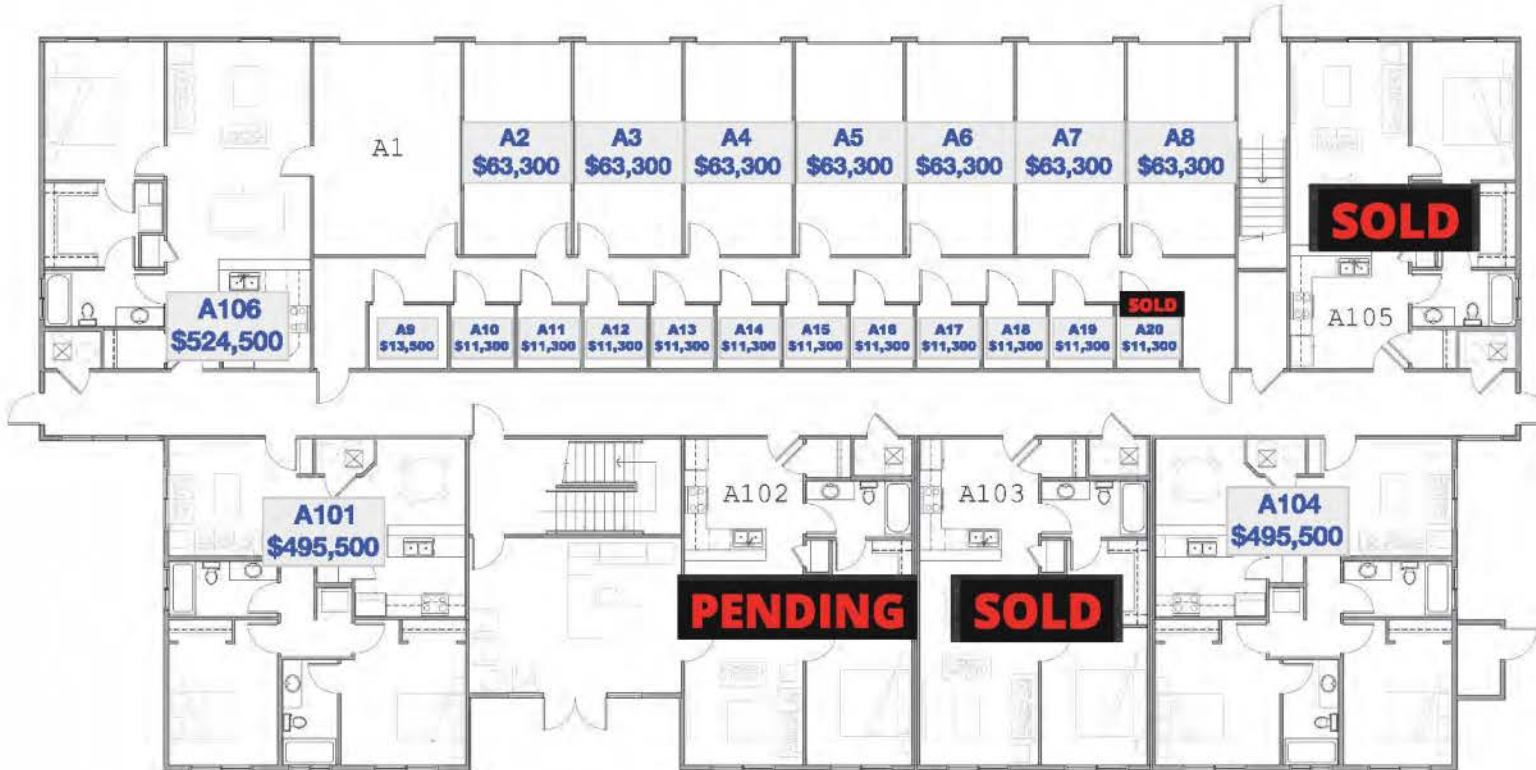
CALL OR TEXT
907.885.0290

Pricing and availability are subject to change.

PRICE LIST

1ST FLOOR

Section G, Item 4.



A MAIN LEVEL FLOOR PLAN



SCHOLZ ARCHITECTS
 ARCHITECTURE • PLANNING • INTERIOR DESIGN
 600 WEST 104TH AVENUE, STE. 1000, ANCHORAGE, AK 99503
 907.562.2222 FAX 907.562.2220



RIDGEVIEW ONE - TYPE B
 JUNEAU ALASKA
 MAIN LEVEL FLOOR PLAN

REVISIONS
 3/10/21-01
 March 7, 2023
 22-016
 ML_RV_FPH

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	3/10/21
2	ISSUED FOR PERMIT	3/10/21
3	ISSUED FOR PERMIT	3/10/21
4	ISSUED FOR PERMIT	3/10/21
5	ISSUED FOR PERMIT	3/10/21
6	ISSUED FOR PERMIT	3/10/21
7	ISSUED FOR PERMIT	3/10/21
8	ISSUED FOR PERMIT	3/10/21
9	ISSUED FOR PERMIT	3/10/21
10	ISSUED FOR PERMIT	3/10/21



PRICE LIST

2ND FLOOR

Section G, Item 4.



A SECOND LEVEL FLOOR PLAN
A1.2



SCHOLZ ARCHITECTS
ARCHITECTURE • PLANNING • INTERIOR DESIGN
400 WEST 10TH AVENUE, STE. 1000 JUNEAU, AK 99801
907.586.2222



RIDGEVIEW ONE - TYPE B
JUNEAU ALASKA
SECOND LEVEL FLOOR PLAN

3/16/21-0
March 7, 2023
23-016
A12_RV_FFP

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	3/16/21
2	REVISED PER COMMENTS	3/16/21
3	REVISED PER COMMENTS	3/16/21
4	REVISED PER COMMENTS	3/16/21



PRICE LIST

3RD FLOOR

Section G, Item 4.



A THIRD LEVEL FLOOR PLAN
A1.3



SCHOLZ ARCHITECTS
ARCHITECTURE • PLANNING • INTERIOR DESIGN
400 WEST 10TH AVENUE, STE. 1000 JUNEAU, AK 99801
907.586.2222 FAX 907.586.2223



RIDGEVIEW ONE - TYPE B
JUNEAU ALASKA
THIRD LEVEL FLOOR PLAN

DATE: 3/16/21-0
DATE: March 7, 2023
JOB: 22-016
FILE: A13_RV_FFP

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	3/16/21
2	ISSUED FOR PERMIT	3/16/21
3	ISSUED FOR PERMIT	3/16/21
4	ISSUED FOR PERMIT	3/16/21



PRICE LIST

ALL U

Section G, Item 4.

**PENDING
SOLD**

SOLD

SOLD

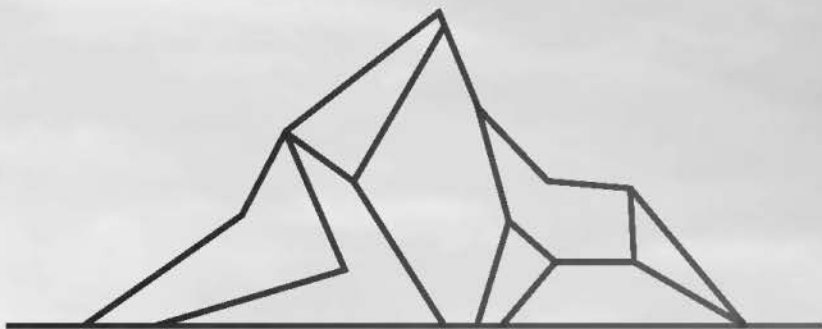
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UNIT #	LOCATION	BEDROOM LAYOUT	AREA	UNIT PRICE
A101	SW CORNER	2 BEDROOM	911 SF	\$ 495,500
A102	SOUTH/WEST/LOBBY	1 BEDROOM	697 SF	\$ 386,800
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A307	NORTH/CENTER	1 BEDROOM	819 SF	\$ 459,100
A308	NORTH/WEST	1 BEDROOM	819 SF	\$ 459,100
A309	NW CORNER	2 BEDROOM	1,011 SF	\$ 577,900
1 - 7	GARAGE UNITS		211 SF	\$ 63,300
1 - 12	STORAGE UNITS		38 SF	\$ 11,300

Pricing and availability are subject to change.



R I D G E V I E W
J U N E A U , A L A S K A



Séet Kanax̱Dutéen (Kowee Phase 1)

Scope of Project:

The project is a response to the immediate need for more housing units in the Juneau community for young families. The housing to be constructed will be ten (10) two (2) to four (4) bedroom homes constructed within three (3) years of the grant award (5/25/2023). The target population for these homes is Juneau residents earning less than eighty per cent (80%) of Median Family Income. Some of the funding sources for this project restrict housing to Native Americans. This proposed project is only the first phase of the planned subdivision, and it is THRHA's intention for this subdivision ultimately to serve a mixed-income population.

Progress Update:

- The land for the new housing construction project has been successfully purchased by THRHA on February 13, 2023.
- The Environmental Review has been completed.
- Early Engineering is currently being completed.
- We are currently having a traffic survey conducted to determine necessary access roads.
- Our next step will be going before the planning and zoning committee.
- Site development has not started yet. We are waiting for the engineering and the City approval for the development.

Project Budget Status:

- CBJ Funds: As of this report, zero-dollar expenditure out of the \$500,000.00 in grant funding.
- THRHA Funds: as of this report, the table below shows expenditures from various THRHA funds

Land Acquisition	\$ 1,208,934.91
Environmental Review	\$ 16,978.94
Design	\$ 3,525.86
Engineering	\$ 41,725.51
Construction	\$ 3,989.86
Other	\$ 587.71
TOTAL THRHA Funds Expended	\$ 1,275,742.79

This report reflects our commitment to transparency and keeping all stakeholders informed about the progress of the THRHA New Housing Construction Project. We look forward to the successful completion of this project, which will significantly contribute to addressing the housing needs in the Juneau community.

Jacqueline Pata

 Jacqueline Pata
 President/CEO
 Tlingit Haida Regional Housing Authority

3/29/2024
 Date

March 31, 2024

Mr. Joseph Meyers, Senior Planner
Community Development Department
City and Borough of Juneau
155 Heritage Way
Juneau Alaska, 99801

RE: Progress Report – Gastineau Lodge Apartments

1. Budgets and expenditures are unchanged since we submitted this information at Draw 2. Overall expenditures are as budgeted.
2. No units have been created yet, so there is no information on rents.
3. The program has helped our project progress beyond the conceptual and idea stage. Without these funds, we would not have been able to develop this project.

In December of 2023, we were able to successfully achieve all development permits, with conditions, through the Planning Commission. After that, funds have been used to secure a contract with Northwind Architects for project development and professional design services.

They have supported us in developing final submittals as part of the development permitting process. They are coordinating final design details with local engineers, technical staff, planners and others, for the building permit submittal, in early July 2023.

These funds were used to evaluate financing options and preliminary applications for secondary financing. This work continues, financial analysis and funding.

4. The process has worked, but the time to process draws has been exceedingly long. Draw 2 took about two months from Draw submittal to payment. Draw 3 took a little over 3 weeks, almost a month. Typical funding approvals after draw requests with other funding sources, typically take no more than a week, plus a week in accounting to make the deposit.

Please develop a better and smoother process to expedite draw payments. Time is critical for many professionals and contractors. Long processing times can and have negatively impacted project delivery. Everything stopped last summer, in the best season for construction while the former city manager held up the processing.

When professionals are busy, they defer slower paying clients in favor of those who pay quickly.

Time is vital and costly, People are busy and strained to find good employees to finish the work. City staff could do a much better job to process disbursements in a timely manner. As the loan was approved by the Assembly, why does it take weeks and months to disburse the funds? We have lost several constructions seasons, waiting for the funding. Our season in 2022, 2023, was lost. While costs have soared.

Since we first proposed this project, construction costs have doubled, interest rates have doubled, every month a cost increment effects budget and financial feasibility, pushing affordability out farther into the future. We applied for these funds in July 2021, and did not receive funding until February 2023. Although CBJ Funding has allowed us to go forward, our ability to affordably and effectively develop this project has been seriously impacted and frustrated, by the duration of processing and years its taken to develop.

However, we have made great progress with available funds on the technical aspects of the project. With the CBJ funding, our schedule is to develop appropriate final documents for building permit to break ground this spring, begin site development, and have the apartments ready for occupancy in Fall/winter 2025.

Please let me know if you would like additional information.

Sincerely

Steven Soenksen, Manager

Gastineau Lodge Apartments, Llc.

19072090709

AWARE - Juneau Affordable Housing Project Close-Out Report Jan, 2024

Cordova Street Housing Facility

The Affordable Housing Commission was instrumental for AWARE in meeting the goal of funding the Cordova St. Housing Facility. You may remember that AWARE purchased the property at 201 Cordova St in November 2020, and that purchase included a set of design plans for 7 units on the site. At the time of purchase, the cost of construction was estimated at roughly \$900,000. By the time AWARE completed substantial fundraising and selected a contractor via our bid process, the Guaranteed Maximum Price for the project had soared to over \$1.7M. Prices rose precipitously during and immediately post-COVID due to supply chain issues, labor market cost increases, and transportation expenses. We were ultimately unsure that this project could continue, given the market's volatility. However, with the assistance of the Juneau Affordable Housing Fund and the contributions of the Denali Commission, we were able to complete the building, with only a 3 month delay in opening.

Six of the seven units are under 400sq feet, and one unit is ~420sq feet. Each unit has a full kitchenette, including stove/oven, microwave, dishwasher and ample counter space. Each unit has either a bath or shower, and a washer/dryer in the bathroom. The washer/dryer was a particular request from survivors when we were exploring construction, and has proven to be the most popular feature in the units.

The units sit near the top of Cordova Street in "West Juneau", which is across the bridge located on Douglas Island. They have lovely views across the Channel, and natural light from large windows. The top units open to the mountain side of the hill, and the lower units open to the Channel side of the hill.

The interiors of the units were lovingly decorated by volunteers, who provided, at no cost to AWARE, beds, kitchen items, linens, and small tables/chairs. Thus when our residents moved in at the end of September 2023, the units were fully equipped and ready for occupancy.

Of the 6 currently occupied units, all residents receive some type of rental subsidy, either through state or local housing programs. The monthly rent is \$912, which includes utilities. The heating source currently is electric baseboard heat, however, AWARE has an agreement with to exchange the baseboard for heat pumps after a full year of operation at no cost to AWARE. This program is designed to "test" heat pump usage in multi-family facilities. AELP will gather data regarding our electricity usage in the first year, then convert to heat pumps, and gather data for the following year. During December, our utility bills were roughly \$200/unit which was a bit higher than anticipated, however, we anticipate that number to drastically decrease as temperatures rise.

We are delighted to be able to offer an option for safe, independent, permanent housing for our survivors. For some residents, this is their first apartment completely under their control. As we moved tenants in, many mentioned that they'd never stayed anywhere "nice and new" before, and that they couldn't believe these spaces belonged to them. One person said, "You all must have worked really hard to make these apartments, because they are the nicest apartments in Juneau...and you gave them to us."

Another tenant said that this was the first time he was able to play his guitar indoors- that life in shelters and on the streets meant he only got to place his instrument outside. He noted that there was nothing better than to be able to choose what to do in his own space.

As we closed 2023, we ran into a few issues regarding the management of the units. However, we are working to address these issues, and are exploring a contract for some property management, or having an on-site manager. Of this writing, we have reserved one apartment for someone to live on-site and work for AWARE, and we believe we've located the right tenant to get us started. For now, we continue to assess need and ensure that we have tenants in the facility who can live independently.

We are grateful to the Juneau Affordable Housing Fund for their support, both financially and with expertise. AWARE has charted new territory with this permanent housing project, and we are learning as we go. We appreciate the support of funders, Tribal partners, community partners, and donors as we refine our ability to provide housing to survivors.

AWARE is grateful to have been able to apply for two rounds of funding, without which this project likely would have stalled. The flexibility of application and ease of funding was instrumental to our completion. The only substantive feedback we have on the JAHF process is this: it can be confusing to have one application that serves projects looking for loans, and those looking for grants. Or put another way, those projects that are looking to exclusively house low-income people in perpetuity vs. those looking to develop needed market rate units with a set aside for low income households. It may be beneficial in the future to ensure that low or very low income projects seeking grant funding apply specifically to the "grant" program vs. a "loan" program. The elements of a grant application may be different from a loan program, in that you may be looking for the ways in which a very low income project ensures sustainability serving people experiencing poverty, vs how a for-profit project maintains an income sufficient to repay a loan.

The following photos are of our completed building, prior to tenant move in. Thank you again for your support! --Mandy Cole, Executive Director, AWARE





Juneau Housing First Collaborative

247 S. Franklin

1. Overall project budgets and expenditures: 1.8 million dollar project. All CBJ funds expanded.
2. Pertinent information on repayment of the loan: N/A
 - a. Rents charged or listing price: HUD Fairmarket rate will apply once the units are rented in June/July of this year.
 - b. Vacancy rates N/A
3. How the program has helped your project. The funding is helping to renovate old shelter into 7 units of housing and helped to attract 1.6 million dollars in private funds.
4. Any feedback on the process that you would like to include to improve the program.

Phase 3 Forget-Me-Not-Manor

1. Overall project budgets and expenditures: 300,000 million dollars expanded in design and long lead items. 4.7 million dollars have been secured for this project. It is fully funded with the exception of one grant which we will hear about in June.
2. Pertinent information on repayment of the loan: N/A
 - a. Rents charged or listing price: Project secured 28 sponsor based vouchers. Tenants will pay 30% of their rent, based on whatever their income is. \$50 is 0 income.
 - b. Vacancy rates. N/A construction to begin at the end of April 24.
3. How the program has helped your project. Program helped to obtain 28 sponsor based housing vouchers and over 4 million dollars in non-local funds.
4. Any feedback on the process that you would like to include to improve the program.

Saint Vincent de Paul - Affordable Housing Grant Report

In November of 2022, CBJ Affordable Housing granted St. Vincent de Paul \$100,000 for its shelter renovation. We designated this money for shelter fire escapes, which in 2020-21 were estimated at \$90,000 for 1 and \$120,000 for the other. Ideally, this would have covered both with matching funds from the Gaguine Foundation.

Board president, Chris Gianotti, made fire escape designs pro bono for the escape. In the spring of 2023, we requested bids, and only received 1 bid for \$132,000 from Island Contractors. After using both Chris Gianotti of Engineering and Larry Gamez of Tlingit Haida Regional Housing Authority's contacts and efforts with other contractors it was determined to go with this bid. In August, maintenance workers moving equipment up the fire escape for servicing shelter rooms caused an escape step to collapse. Replacement couldn't come soon enough.

In the demolition and preparation of the area we ran into two major problems: the wooden fire escape was attached to the building and siding needed to be replaced, and a day fuel pump needed to be decommissioned. These two change orders added 29,000 to the cost as we had to delay construction until siding appeared. We have significantly lowered the amount of fuel used in our shelter through our conversion to electric hot water and gradual improvements to shelter room heat, but we will still need a fuel tank installed for our shelter.

The delays meant that construction was dragged into December. The week before Christmas, all materials arrived. On Friday, December 22, our offices were closed in observance of Christmas Eve. Perfect timing as Island Contractors brought in a crane that occupied the entire Smith Hall walkway. Grown men playing with real life LEGOS put the stairs together. The engineer's calculations, double checked with one minor modification by the contractor, worked. Our new fire escape was a wonderful Christmas present.

The total bill for the first fire escape came to \$161,938.00. That was covered by the \$100,000 grant and matching funds from the Gaguine foundation. We will use the \$40,000 left, grants from Rasmuson Foundation, Alaska Mental Health Trust, and Alaska State Employee Association, along with the final payment of Gaguine funds to finish the other fire escape.

As of Wednesday, St. Vincent de Paul had raised the \$750,000 matching fund amount pledged by the Gaguine Foundation. The Foundation has fulfilled its pledge, and by June 30, 2024 we hope to have completed 1.5 million dollars in capital improvements to St. Vincent de Paul facilities. This has directly ensured that 55 at-risk low-income housing units are now in sustainable shape and greatly helped our organization continue its mission. Thank you very much.

Rent rooms at \$525/month





From: [Wendel, Jon \(DEC\)](#)
To: [Dan Bleidorn](#)
Cc: [Katie Koester](#)
Subject: DEC A.J. Mine NPDES Inspection Report
Date: Thursday, March 21, 2024 4:55:55 PM
Attachments: [image001.png](#)
[AK0049514 Inspection Report.pdf](#)
[RE EPA AJ Mine Inspection from 2018.msg](#)

EXTERNAL E-MAIL: BE CAUTIOUS WHEN OPENING FILES OR FOLLOWING LINKS

Dan,

Thank you again for making yourself available last month (February 28th) to discuss the National Pollutant Discharge Elimination System Alaska Juneau (A.J.) Mine Individual Permit AK0049514 and the discharges from the historic mine workings of the A.J. Mine into Gold Creek. During the onsite portion of the inspection (in your office), you answered site specific questions regarding monitoring, sampling, and reporting that CBJ undertakes as a function of your permit compliance. As the subject matter expert regarding the previous, current, and future compliance activities at the A.J. Mine, your insight into the history of the site contributed greatly to the inspection report. I took you up on your 'offer' to go look at the site myself today, but as expected, and expressly communicated to us, it was still incased in snow and ice from winter and the avalanches that have occurred. Not a shocker, but I got some good photos for future reference of where the mine outfalls *generally* would be on a particularly beautiful spring day, win-win.

The outcome of the inspection could not have gone better from a regulatory perspective, and I would like to congratulate you on another successful inspection under your belt! There were no violations identified during the inspection either onsite (from what was visible) or in a deep, **deep**, dive into your monitoring, reporting, or records both onsite and provided electronically. That is unusual for me, and you are one of only a handful of people I have inspected in my many years who has come away with a clean bill of health.

A copy of the report is attached for your reference and no additional follow-up is required unless you have questions for me. Again, you did an exemplary job and thank you for your assistance in completing this regulatory inspection.

PS: I checked with the EPA about their 2018 inspection, apparently a report wasn't written, so I don't have anything to offer you there (see attached EPA Region 10 Headquarters email).

Jon Wendel

Alaska Department of Environmental Conservation
Jon.Wendel@alaska.gov

From: Dan Bleidorn <Dan.Bleidorn@juneau.gov>
Sent: Monday, February 26, 2024 9:25 AM
To: Wendel, Jon (DEC) <jon.wendel@alaska.gov>
Cc: Landes, David J (DEC) <david.landes@alaska.gov>; OBrien, Kenneth R (DEC) <kenneth.obrien@alaska.gov>
Subject: RE: AJ Mine Inspection

You don't often get email from dan.bleidorn@juneau.gov. [Learn why this is important](#)

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Jon,

Thank you for speaking with me over the phone. On Wednesday at 1pm please meet me at my office which is located at 105 Municipal Way on the 3rd floor. Besides BMPs and the QAPP, is there anything else you know you want to review?

Dan Bleidorn

Dan Bleidorn | Division of Lands and Resources Manager | ph 907.586.5252
[Lands and Resources](#) | Dan.Bleidorn@Juneau.org |

From: Wendel, Jon (DEC) <jon.wendel@alaska.gov>

Sent: Monday, February 26, 2024 8:13 AM

To: Dan Bleidorn <Dan.Bleidorn@juneau.gov>

Cc: Landes, David J (DEC) <david.landes@alaska.gov>; OBrien, Kenneth R (DEC) <kenneth.obrien@alaska.gov>

Subject: AJ Mine Inspection

Good morning,

The City and Borough of Juneau is authorization to discharge water from the Alaska Juneau (A.J.) Mine per the National Pollutant Discharge Elimination System Individual Permit AK0049514.

The permit was initially issued by the EPA on January 26th, 2005, and became effective on April 1, 2005. The permit expired on March 31, 2010, and was subsequently administratively extended pending the reissuance of the permit. In 2017, the permit was modified (attached) to comply with the EPA Electronic Reporting Rule which requires reporting of discharge monitoring reports through NetDMR. In 2010, regulatory oversight of the permit was transferred to DEC as part of the Departments assumption of the NPDES program, as outlined in the EPA approval of the APDES program which included:

“Upon EPA’s approval of the APDES Program and in accordance with the schedule in Appendix B, the DEPARTMENT will assume authority [subject to EPA’s oversight and enforcement authority pursuant to the CWA §§402(d) and (i)] for permitting, compliance, and enforcement activities of the APDES Program....”

As a regulatory agency, DEC routinely conducts announced (and unannounced) inspections at authorized facilities to evaluate compliance with various permit requirements. The A.J. Mine was last inspected in 2018 by the EPA (August 30, 2018). Typically, the Department inspects facilities at least once every five years. As such, the A.J. Mine is due for another regulatory inspection.

Please use this email as your written notice that the Department intends to conduct an announced

inspection of the A.J. Mine on Wednesday, February 28th, at 1:00 pm. Inspections typically take between 2 to 3 hours. Please make yourself, or another knowledgeable CBJ employee, available Wednesday afternoon. The inspection will include a visual examination of the site, along with a review of onsite records (such as the QAPP and BMP Plan).

Please confirm your receipt of this notice and let us know if there is any specific personal protective equipment that is required. Additionally, please let us know where the best meeting spot is.

Thank you,

Jon Wendel

Alaska Department of Environmental Conservation
Division of Water
Compliance Program Manager
Physical: 410 Willoughby Ave. Suite 303 – Juneau, AK 99801
Mailing: P.O. Box 111800 – Juneau, AK 99811-1800
(907) 465-5364
Jon.Wendel@alaska.gov



Department of Environmental
Conservation

DIVISION of Water
Juneau

410 Willoughby Ave
Juneau, AK 99801
Main: 907.269.6285
Fax: 907.334.2415
www.dec.alaska.gov



THE STATE
of ALASKA
GOVERNOR MIKE DUNLEAVY

3/21/2024

Daniel Bleidorn
Lands and Resources Manager
City and Borough of Juneau
155 S SEWARD ST
Juneau, AK 99801
Dan.Bleidorn@juneau.gov

SUBJECT: APDES Inspection of the A.J. Mine, Individual Permit AK0049514.

Dear City and Borough of Juneau:

Per the Alaska Pollutant Discharge Elimination System, an inspection of the A.J. Mine was conducted on February 28, 2024. We would like to provide you with a copy of the inspection report for your records. Thank you for your cooperation and assistance regarding this inspection and for your efforts in protecting human health and the environment.

Sincerely,

A handwritten signature in black ink that reads "Jon Wendel".

Jon Wendel, Compliance and Enforcement Program Manager

Credential No. R-0317

Check One:

Emailed

Sent by Certified Mail

on the 21 day of March, 2024

cc:

DEC.Water.APDESData@alaska.gov

Jon Wendel, DEC



APDES INSPECTION REPORT

Alaska Department of Environmental Conservation
 Division of Water
 410 Willoughby Avenue Ste. 303, Juneau, AK 99801

Section 1: General Data

Permit Number	Announced / Unannounced	Receiving Waters	Inspection Date
Number: AK0049514	Announced	Gold Creek	Date: 2/28/2024 (onsite follow-up 3/21/2024)
Effective: 4/1/2005			Entry Time: 1:00
Expiration: 3/31/2010			Exit Time: 3:00

Section 2: Facility Data

Name of Facility: Alaska Juneau Mine

<p>On-Site Representative/Physical Address:</p> <p>Name: Daniel Bleidorn Title: Lands and Resources Manager Company: City and Borough of Juneau Address: 155 S SEWARD ST Juneau, AK 99801 Phone: 586-5252 x4177 Email: Dan.Bleidorn@juneau.gov</p> <p>Latitude/Longitude at the outfall (from Permit) Outfall 001: 58.307222, -134.378056 Outfall 003: 58.308333, -134.383667 Outfall 005: 58.306944, -134.363889</p>	<p>Responsible Party/Mailing Address:</p> <p>Name: Daniel Bleidorn Title: Lands and Resources Manager Company: City and Borough of Juneau Address: 155 S SEWARD ST Juneau, AK 99801 Phone: 586-5252 x4177 Email: Dan.Bleidorn@juneau.gov</p>
<p>Additional Inspection Participants: Kenneth O'Brien - DEC</p>	<p><i>For internal use only:</i> Off-Site Compliance Evaluation : <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No NAICS: 10410103 (Underground Gold Mining)</p>

Section 3: Findings

Background/Regulatory Status/Compliance History

The City and Borough of Juneau (CBJ or City) is authorization to discharge water from the Alaska Juneau (AJ) Mine per the National Pollutant Discharge Elimination System Individual Permit AK0049514. The permit was initially issued by the EPA on January 26th, 2005, and became effective on April 1, 2005. The permit expired on March 31, 2010, and was subsequently administratively extended pending the reissuance of the permit. In 2017, the permit was modified to comply with the EPA Electronic Reporting Rule which requires reporting of discharge monitoring reports through NetDMR. In 2010, regulatory oversight of the permit was transferred to DEC as part of the Departments assumption of the NPDES program, as outlined in the EPA approval of the APDES program.

The City is the operator of the mine; however, the AJ Mine is currently inactive and has been since the early 2000s when closure activities were completed. The only activities which will occur at the site during the

upcoming years are care and maintenance along with permit required sampling and monitoring. The site has three outfalls which all have unique monitoring requirements:

1. The Gold Creek Drainage Tunnel (GCDT - Outfall 001) discharge contains water which comes in contact with the historic mine workings intercepting infiltration and runoff from precipitation and snow melt. Flow is discharged from tunnel portal and is continuous, despite the fact that the source of the water is rainfall and snow melt, because the water has a long residence time in the mine workings prior to discharge.
2. The Ebner adit (Outfall 003) discharge contains water which comes in contact with the historic mine workings intercepting infiltration and runoff from precipitation and snow melt. The discharge from Outfall 003 is similar in many ways to Outfall 001, however, the flow from Outfall 003 is considerably lower than 001.
3. The "00" adit (Outfall 005) is a point source discharge to Gold Creek, however, this outfall is inaccessible and it is not possible to safely sample it (according to the EPA Fact Sheet). According to the 1998 BMP plan (Kvaerner, 1998), this discharge has existed since 1917 and has an established drainage channel, so there is minimal potential for erosion or water quality impacts. The water discharged from this outfall does not come into contact with the mine workings and flows only in response to precipitation events. Therefore, neither the previous permit nor the current permit contains monitoring requirements or effluent limitations for this outfall.

Receiving water monitoring is required at two locations (a third location, GCF was removed in the reissuance of the permit in 2005) and occurs annually between January 1 and May 31. GCB is located just downstream of Outfall 001, while station GCR is located just upstream of the discharge from Outfall 001 and downstream from Outfall 005. Monitoring results from the surface water monitoring from GCB and GCR are submitted annual with the annual report.

In Alaska, all waterbodies are protected for all designated uses, unless the water body has been specifically reclassified in Title 18 Alaska Administrative Code (AAC), Chapter 70.230(e) or a site-specific criterion is in effect. If a waterbody has been reclassified such that it is not expected to attain a particular designated use, the criteria intended to support that designated use do not apply to that waterbody. The most stringent statewide criterion which is applicable to a given waterbody will control, unless a site specific criterion is listed for the waterway in 18 AAC 70.236(b). Gold Creek has not been reclassified, but it has been given a site-specific criterion of 300 mg/L for total dissolved solids (TDS), which EPA approved on April 3, 1998. Therefore, the most stringent statewide criteria apply to Gold Creek, except for the site-specific TDS criterion.

This is the 12th inspection of the site. The Department of Environmental Conservation (DEC) conducted the first inspection of the site in 1990, however, the following 10 inspections were conducted by the EPA. The inspection covers the time period between January 1, 2019 and February 28th, 2024. This timeframe represents the entirety of time between the EPA inspection in 2018 and the date of the onsite 2024 DEC inspection where compliance activities would be required (between August 30, 2018 and January 1, 2019 it is unlikely that compliance activities occurred).

The compliance monitoring review and a review of Environmental Compliance History Online (ECHO) and Integrated Compliance Information System (ICIS) ECHO/ICIS has shown that this facility is not in significant noncompliance for the period of this evaluation.

Field Inspection

Upon arrival at the City offices, introductions were exchanged, and inspector credentials were presented.

The following information was provided verbally by onsite representatives and a records review was conducted:

- Dan Bleidorn has been with CBJ since 2009.
- Prior to coming to CBJ, Dan worked as a bench analysis at Analytical Alaska doing water quality sample analysis. Dan also worked in the field as needed.
- Dan has been the Lands and Resource Manager since 2020 and was present during the 2018 EPA inspection.
- Generally, the Lands and Resources Department manages lands not otherwise actively managed which includes current and previously permitted sites (such as the Pioneer Access Road (AKR10FS26) and CBJ rock quarries (AKR06AD61)).
- Dan enters analytical results into NetDMR and submits them.
- Dan also works periodically with other CBJ APDES permits such as the Multi Sector General Permit (MSGP) permits of the rock quarries.
- The Lands and Resource Department has two employees.
- The AJ Mine is currently inactive, and no exploration has occurred since the 2018 inspection (or since the issuance of the permit in 2005).
- There are no plans to reopen the mine for active mining or other uses, such as tourism, in the foreseeable future.
- Nearly all the mine is on property owned by CBJ, however, additional mine access points may exist on other privately owned properties, such as land owned by Alaska Electric Light and Power. A land survey was conducted in 2011, but that record was not available at the time of the inspection.
- Generally:
 - Outfall 001 drains the tunnels from the Mt. Roberts side of the AJ Mine. Of the two monitored outfalls, it has the highest flow.
 - Outfall 003 drains the tunnels from the Mt. Juneau side of the AJ Mine. Of the two monitored outfalls, it has the lowest flow.
 - Both outfalls discharge continuously, but the flow from Outfall 003 is more seasonally impacted by precipitation and snow melt.
 - Outfall 005 is located high up on Mt. Roberts and was removed from the reissuance of the 2005 Permit by the EPA.
- The locations of the outfalls on the Individual Permit are accurate.
- The CBJ uses Admiralty Environmental (Admiralty), in Juneau, Alaska for sample analysis.
- CBJ and Admiralty typically conducted Outfall 001 and 003 monitoring during April/May.
- Mercury is required to be sampled three times annually, so sampling for mercury may occur in March depending on site access.
- Mercury sampling is conducted one to two weeks apart depending on the schedule (to complete monitoring by May 31st).
- Surface water monitoring (GCR and GCB) is conducted at the same time as Outfall monitoring.
- Flow monitoring on Outfall 001 is conducted using a flow gauge. Admiralty staff measure the flow while conducting Outfall 001 sampling by reading the water line on the side of the gauge which corresponds to a certain flow rate. That flow rate is then mathematically converted to million gallons per day (mgd).
- Flow monitoring from Outfall 003 is conducted using a five-gallon bucket and a stopwatch. The average time it takes to fill the bucket (five fills) is converted to a mgd.
- Flow is measured by putting the bucket below the outfall and filling it with discharging water (imagine filling a bucket with a garden hose).

- Surface water monitoring flow at GCB (downstream of Outfall 001) is measured using an instream flow meter and a calculated stream width/dept at various points.
- Surface water monitoring flow at GCR (upstream of Outfall 001) is calculated by subtracting the flow rate of Outfall 001 from the downstream surface water monitoring flow at GCB.
- Surface water flow monitoring is conducted on the same days as other surface water and outfall monitoring.
- The flow rates from the Outfalls and surface water monitoring locations does not show a trend either towards higher or lower flows.
- Flow monitoring is also taken during mercury sampling events.
- Admiralty conducts all monitoring (such as pH and other field parameters) and sampling requirements associated with the Individual Permit and also does all analytical analysis (or subcontracts it to other labs – such as metals).
- Sampling at the Outfalls and surface water monitoring location has not been missed or conducted outside of January 1 through May 31st annually.
- No modifications to the BMP Plan or QAPP have occurred since the 2013 versions were finalized.
- The Great North mine workings are filling up with water and would eventually discharge through Outfall 003. It is unknown when this might take place.
- There have been no noncompliance events that would require reporting to the EPA or DEC.
- No known spills have occurred within the AJ Mine since at least 2019 (or during the review period of this inspection).

Due to the weather on the day of the inspection, snowing as well as the days prior, the site was likely under considerable snow load and an onsite observation of the outfalls was not conducted. Much of the site is located within an active avalanche shoot, and safety concerns were taken into consideration in the decision to forgo the field aspect of the inspection at the request of the City. However, the site was inspected by the EPA in 2018 during which an onsite inspection did occur. As no changes have been made to the site in any way since the 2018 inspection (which didn't identify any permit violations) it is probable that no additional violations exist onsite that would have been discovered through the field inspection portion of this inspection. A follow-up inspection was conducted on March 21, 2024, for a visual inspection of the area. During the onsite portion of the inspection on March 21st, the area was still under considerable snow load and the outfall were inaccessible.

The following information was obtained through a detailed review of onsite monitoring records (such as chain-of-custody forms) and information submitted on discharge monitoring reports:

AJ sampling					Mercury 3x
	GCR	GCB	001	003	
2019	4/22/2019	4/22/2019	4/22/2019	4/22/2019	4/22/2019
					4/29/2019
					5/01/2019
2020					5/19/2020
					5/26/2020
	5/19/2020	5/19/2020	5/19/2020	5/19/2020	5/28/2020
2021	4/27/2021	4/27/2021	4/27/2021	4/27/2021	4/27/2021

						5/4/2021
						5/6/2021
2022						4/11/2022
						5/10/2022
	4/11/2022	4/11/2022	4/11/2022	4/11/2022	4/11/2022	5/13/2022
2023						4/10/2023
						5/5/2023
	4/10/2023	4/10/2023	4/10/2023	4/10/2023	4/10/2023	5/8/2023

* sampling has not occurred for 2024 and is not yet required.

Sampling	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
-----------------	------------	--------------------------	-----------	-------------------------------------

Records Review

The following records were reviewed as part of the on-site inspection and are considered complete:

- Copy of Individual Permit
- Copy of Permit Application
- Discharge Monitoring Reports and Surface Water Monitoring
 - 2019 – Submitted June 29, 2019
 - 2020 – Submitted July 20, 2020
 - 2021 – Submitted July 21, 2021
 - 2022 – Submitted June 30, 2022
 - 2023 – Submitted June 30, 2022
- Quality Assurance Project Plan
 - Chain of Custody
 - Training (Admiralty does the training)
 - Calibration records from monitoring equipment
- Best Management Practices Plan
 - Inspections
 - Training
- Field monitoring
- Noncompliance notifications (none during the review period)

Closing Conference

The following participants were present during the closing conference:

- Kenneth O’Brien – DEC
- Dan Bleidorn – CBJ

Upon completion of inspection, a closing conference was held. The DEC inspector provided the facility with preliminary inspection findings and discussed follow-up procedures.

Section 4: Compliance

Violations

No violations were identified during this inspection.

Areas of Concern

The language of the permit is not specific regarding DMR submittal, and outside of the Schedule of Submission, which conflicts with Permit Part III.B, simply states that DMRs are due ‘annually and must be postmarked on or before June 30’. Furthermore, section II.B.3 states that the DMR ‘must be submitted to EPA and ADEC with the annual DMR.’ Upon investigation within NetDMR and the Integrated Compliance Monitoring Strategy (ICIS) it appears that the DMR ‘due date’ is the following year by June 30th – meaning the 2023 monitoring, that was conducted between January 1, 2023 and May 31, 2023 (specifically sampled on April 10, 2023) is not due until June 30, 2024. DEC will defer to the EPA, but this extended due date of over a year is atypical within the APDES/NPDES permit universe. The Permit does not contain specific enough information to determine if the 2020 and 2021 DMR submittal was late, as they were both submitted in July of there respective year, however, the extended due date in ICIS and NetDMR makes them compliant.

Section 5: Appendixes

1. Photo Addendum
2. DMR Summary

Signature

Inspector – Jon Wendel
 Credential Number: R-0317
 Phone: (907) 465-5364
 E-mail: Jon.wendel@alaska.gov

X 

Date: 3/21/2024

Reviewed By – Jake Ross
 Credential Number:R-0519
 Phone: (907) 465-5308
 E-mail: jake.ross@alaska.gov

X 

Date: 3/18/2024

Photo Addendum

Photo 07

Admiralty
Environmental Services
City of Juneau Gold Creek
AG-004951-4
May 19, 2020
Juneau, AK

Field Parameter Monitoring Report
Admiralty Environmental EPA ID #140 8976
AG-2019

Sample Location	WQI Data Creek Station	Zimmer Unit (Sample #)	Unit	SCD (µmhos/cm)
Data & Taper Damaged	06/18/2020, 11:00	06/18/2020, 10:30	06/18/2020, 11:30	06/18/2020, 10:00
pH	7.96	---	7.96	8.18
Temperature (°C)	8.8	7.7	8.8	8.8
Conductivity (µmhos/cm)	738	540	41.4	198.3
TSS (mg/L)	<4.8	---	---	---
BOD5 (mg/L)	309	---	4.3	01

Field Parameter Monitoring

Photo 08

Admiralty
Environmental Services
Sampler Training Record
May 19, 2020
Juneau, AK

Name	Title	Date
---	---	---
---	---	---
---	---	---

Sampler Training Records

Photo 09

DMR / Copy of Records
May 19, 2020
Juneau, AK

Name	Title	Date
---	---	---
---	---	---
---	---	---

Copy of DMR

Photo 10



Site Access Gate

Photo 11



Mt. Roberts

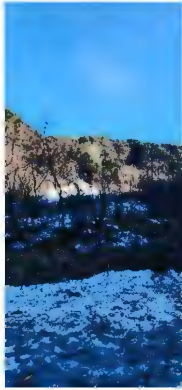
Photo 12



Flow weir

Photo Addendum

Photo 13



Avalanche shoot on Mt. Juneau

Photo 14



Last Chance Mining Museum

Photo 15



Gold Creek

Photo 16



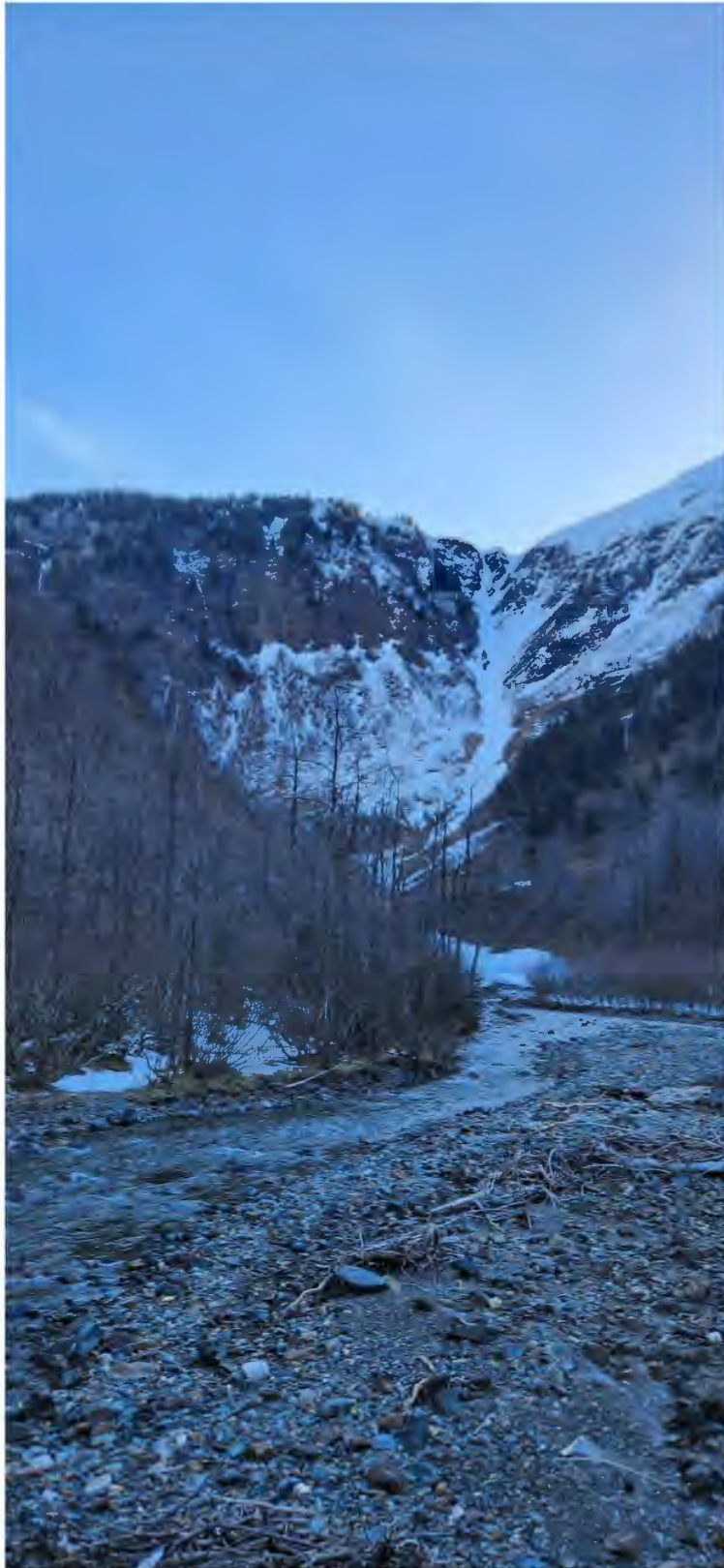
Mine Outfalls Under Avalanche

Photo 17



Gold Creek

Photo 18



Gold Creek and Mine Site

Permit Numbe	Parameter	DMR Value	Units
AK0049514	pH	8.09	SU
AK0049514	pH	8.09	SU
AK0049514	Alkalinity, total [as CaCO3]	120	mg/L
AK0049514	Alkalinity, total [as CaCO3]	120	mg/L
AK0049514	Solids, total suspended	4	mg/L
AK0049514	Solids, total suspended	4	mg/L
AK0049514	Hardness, total [as CaCO3]	400	mg/L
AK0049514	Hardness, total [as CaCO3]	400	mg/L
AK0049514	Selenium, total recoverable	4.2	ug/L
AK0049514	Selenium, total recoverable	4.2	ug/L
AK0049514	Zinc, total recoverable	16	ug/L
AK0049514	Zinc, total recoverable	16	ug/L
AK0049514	Cadmium, total recoverable	0.1	ug/L
AK0049514	Cadmium, total recoverable	0.1	ug/L
AK0049514	Lead, total recoverable	0.26	ug/L
AK0049514	Lead, total recoverable	0.26	ug/L
AK0049514	Copper, total recoverable	0.18	ug/L
AK0049514	Copper, total recoverable	0.18	ug/L
AK0049514	Solids, total dissolved	480	mg/L
AK0049514	Solids, total dissolved	480	mg/L
AK0049514	Mercury, total recoverable	0.00234	ug/L
AK0049514	Mercury, total recoverable	0.00234	ug/L
AK0049514	Flow	4.13	MGD
AK0049514	Flow	4.13	MGD
AK0049514	Conductivity	344	umho/cm
AK0049514	Conductivity	344	umho/cm
AK0049514	Flow	0.0083	MGD
AK0049514	Flow	0.0083	MGD
AK0049514	pH	7.95	SU
AK0049514	pH	7.95	SU
AK0049514	Alkalinity, total [as CaCO3]	120	mg/L
AK0049514	Alkalinity, total [as CaCO3]	120	mg/L
AK0049514	Solids, total suspended	4	mg/L
AK0049514	Solids, total suspended	4	mg/L
AK0049514	Hardness, total [as CaCO3]	410	mg/L
AK0049514	Hardness, total [as CaCO3]	410	mg/L
AK0049514	Selenium, total recoverable	4.6	ug/L
AK0049514	Selenium, total recoverable	4.6	ug/L
AK0049514	Zinc, total recoverable	38	ug/L
AK0049514	Zinc, total recoverable	38	ug/L
AK0049514	Cadmium, total recoverable	0.1	ug/L
AK0049514	Cadmium, total recoverable	0.1	ug/L
AK0049514	Lead, total recoverable	1	ug/L
AK0049514	Lead, total recoverable	1	ug/L
AK0049514	Copper, total recoverable	1	ug/L
AK0049514	Copper, total recoverable	1	ug/L

AK0049514	Solids, total dissolved	480 mg/L
AK0049514	Solids, total dissolved	480 mg/L
AK0049514	Mercury, total recoverable	0.0026 ug/L
AK0049514	Mercury, total recoverable	0.0033 ug/L
AK0049514	Flow	0.743 MGD
AK0049514	Flow	0.743 MGD
AK0049514	Conductivity	349 umho/cm
AK0049514	Conductivity	349 umho/cm
AK0049514	Flow	0.017 MGD
AK0049514	Flow	0.017 MGD
AK0049514	pH	7.94 SU
AK0049514	pH	7.94 SU
AK0049514	Alkalinity, total [as CaCO3]	100 mg/L
AK0049514	Alkalinity, total [as CaCO3]	100 mg/L
AK0049514	Solids, total suspended	4 mg/L
AK0049514	Solids, total suspended	4 mg/L
AK0049514	Hardness, total [as CaCO3]	400 mg/L
AK0049514	Hardness, total [as CaCO3]	400 mg/L
AK0049514	Selenium, total recoverable	4.4 ug/L
AK0049514	Selenium, total recoverable	4.4 ug/L
AK0049514	Zinc, total recoverable	17 ug/L
AK0049514	Zinc, total recoverable	17 ug/L
AK0049514	Cadmium, total recoverable	0.1 ug/L
AK0049514	Cadmium, total recoverable	0.1 ug/L
AK0049514	Lead, total recoverable	0.26 ug/L
AK0049514	Lead, total recoverable	0.26 ug/L
AK0049514	Copper, total recoverable	0.24 ug/L
AK0049514	Copper, total recoverable	0.24 ug/L
AK0049514	Solids, total dissolved	500 mg/L
AK0049514	Solids, total dissolved	500 mg/L
AK0049514	Mercury, total recoverable	0.00365 ug/L
AK0049514	Mercury, total recoverable	0.006 ug/L
AK0049514	Flow	1.64 MGD
AK0049514	Flow	1.64 MGD
AK0049514	Conductivity	359 umho/cm
AK0049514	Conductivity	359 umho/cm
AK0049514	Flow	0.023 MGD
AK0049514	Flow	0.023 MGD
AK0049514	pH	8.02 SU
AK0049514	pH	8.02 SU
AK0049514	Alkalinity, total [as CaCO3]	110 mg/L
AK0049514	Alkalinity, total [as CaCO3]	110 mg/L
AK0049514	Solids, total suspended	4 mg/L
AK0049514	Solids, total suspended	4 mg/L
AK0049514	Hardness, total [as CaCO3]	440 mg/L
AK0049514	Hardness, total [as CaCO3]	440 mg/L
AK0049514	Selenium, total recoverable	4.7 ug/L

AK0049514	Selenium, total recoverable	4.7 ug/L
AK0049514	Zinc, total recoverable	22 ug/L
AK0049514	Zinc, total recoverable	22 ug/L
AK0049514	Cadmium, total recoverable	0.001 ug/L
AK0049514	Cadmium, total recoverable	0.001 ug/L
AK0049514	Lead, total recoverable	0.001 ug/L
AK0049514	Lead, total recoverable	0.001 ug/L
AK0049514	Copper, total recoverable	0.001 ug/L
AK0049514	Copper, total recoverable	0.001 ug/L
AK0049514	Solids, total dissolved	580 mg/L
AK0049514	Solids, total dissolved	580 mg/L
AK0049514	Mercury, total recoverable	0.00475 ug/L
AK0049514	Mercury, total recoverable	0.005 ug/L
AK0049514	Flow	1.26 MGD
AK0049514	Flow	1.26 MGD
AK0049514	Conductivity	364 umho/cm
AK0049514	Conductivity	364 umho/cm
AK0049514	Flow	0.0126 MGD
AK0049514	Flow	0.0126 MGD
AK0049514	pH	8.01 SU
AK0049514	pH	8.01 SU
AK0049514	Alkalinity, total [as CaCO3]	110 mg/L
AK0049514	Alkalinity, total [as CaCO3]	110 mg/L
AK0049514	Solids, total suspended	4 mg/L
AK0049514	Solids, total suspended	4 mg/L
AK0049514	Hardness, total [as CaCO3]	380 mg/L
AK0049514	Hardness, total [as CaCO3]	380 mg/L
AK0049514	Selenium, total recoverable	4.9 ug/L
AK0049514	Selenium, total recoverable	4.9 ug/L
AK0049514	Zinc, total recoverable	17 ug/L
AK0049514	Zinc, total recoverable	17 ug/L
AK0049514	Cadmium, total recoverable	0.1 ug/L
AK0049514	Cadmium, total recoverable	0.1 ug/L
AK0049514	Lead, total recoverable	0.26 ug/L
AK0049514	Lead, total recoverable	0.26 ug/L
AK0049514	Copper, total recoverable	0.45 ug/L
AK0049514	Copper, total recoverable	0.45 ug/L
AK0049514	Solids, total dissolved	470 mg/L
AK0049514	Solids, total dissolved	470 mg/L
AK0049514	Mercury, total recoverable	0.0033 ug/L
AK0049514	Mercury, total recoverable	0.0021 ug/L
AK0049514	Flow	1.862 MGD
AK0049514	Flow	1.862 MGD
AK0049514	Conductivity	356 umho/cm
AK0049514	Conductivity	356 umho/cm
AK0049514	Flow	0.0136 MGD
AK0049514	Flow	0.0136 MGD