



ASSEMBLY LANDS HOUSING AND ECONOMIC DEVELOPMENT AGENDA

November 28, 2022 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

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 - November 7, 2022 Draft Minutes

1. APPROVAL OF MINUTES - November 7, 2022 Draft Minutes

F. AGENDA TOPICS

2. Juneau Affordable Housing Fund – 2022 Funding Recommendations

3. Telephone Hill Pending Lease Request

G. STAFF REPORTS

4. CBJ Christmas Tree & Firewood Harvesting Policy

H. STANDING COMMITTEE TOPICS

5. LHED Committee Goals

I. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

J. NEXT MEETING DATE - December 19, 2022

K. SUPPLEMENTAL MATERIAL

6. **RED FOLDER ITEM:** Telephone Hill Neighborhood Non-profit Mgmt. Corp. email to CBJ Lands Office

L. 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.org.

ASSEMBLY LANDS HOUSING AND ECONOMIC DEVELOPMENT MINUTES

November 07, 2022 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** - Chair Hughes-Skandijs called the meeting to order at 5:00 pm.
- B. **LAND ACKNOWLEDGEMENT**
- C. **ROLL CALL**
 - Members Present:** Chair Alicia Hughes-Skandijs, Wade Bryson, Wáahlaal Gíidaak, Christine Woll
 - Other Assembly Members Present:** Michelle Hale
 - Members Absent:** none
 - Liaisons Present:** Lacey Derr, Docks and Harbors; Mandy Cole, Planning Commission
 - Liaisons Absent:** Chris Mertl, Parks and Recreation
 - Staff Present:** Dan Bleidorn, Lands Manager; Roxie Duckworth, Lands & Resources Specialist; Alix Pierce, Tourism Manager
 - Members of the Public Present:** Christopher Burton, Taku Terrace Condominium Association; Liz Perry, President/CEO Travel Juneau
- D. **APPROVAL OF AGENDA** – approved as presented, no changes
- E. **APPROVAL OF MINUTES - September 26, 2022 Draft Minutes**
 - 1. 09 26 2022 LHED Meeting Draft Minutes – approved, no changes
- F. **AGENDA TOPICS**
 - 2. Huna Totem Corporation Lease
Mr. Bleidorn discussed this topic.

Mr. Bryson moved that the Lands, Housing, and Economic Development Committee forward this application to the Committee of the Whole with a motion of support to work with Huna Totem Corporation in accordance with city code 53.09.260. Motion passed no objections.

- 3. Taku Terrace Association Request to Purchase City Property Continuation
Mr. Bleidorn discussed this topic.

Mr. Bryson asked about fair market value for this property. Mr. Bleidorn replied that it is difficult to find property values for condo associations. We had an appraisal done in the early 2000s and it was something like \$1000 to \$1,200 per month, not having that value readily available. This is what the value would have been if we continued the lease at fair market value. The information we have now is from the appraisal that the applicant provided from 2019, which said the fee simple value of the property was \$411,600. Mr. Bryson asked if the city were not comfortable selling the land at \$150,000, what would be the price point that the city be comfortable selling the land at. Mr. Bleidorn replied that an appraisal would be needed, and in this case, the appraisal we have is from 2019. If we were going to determine fair market value, we would want to have a new appraisal completed, that could be of value to the Taku Terrace Association, because they did bring up a point that the appraisal may not have included information on the easement that runs to the adjacent property, including that it could change the value.

Ms. Woll asked if we are allowed to dispose of the property for less than fee simple value. Mr. Bleidorn replied that city code is specific that the city does not sell property for less than fair market value unless it is to a government agency or a nonprofit that is providing a service that could otherwise be provided by the city and the assembly. It is just a matter of determining fair market value. The condo association was making the point that \$150,000 is fair market value, because we have this lease holding, which is

where they are originally coming from. Reviewing this and knowledge of other city properties, it seems too far apart from the fee simple value.

Wáahlaal Gíidaak asked Mr. Burton about their recommendation, that there might be an opportunity for Taku Terrace to come back and offer a different amount for this property. Mr. Burton replied that they would consider a counter offer or something in between the two numbers. He did not think that they meant to apply that a counteroffer was off the table. He thinks that the appraisal contains two numbers, the number at the front of the appraisal for \$411,600, it also contains information at the back of the table, including the leasehold interest, where the appraisers are recommending that we offer somewhere between \$150,000 and \$200,000 for the purchase of the property. The Board of Directors for the association is willing to negotiate. We just believe that the fee simple amount is too high, considering the circumstances with the property itself and the lack of access to the property.

PC Cole asked Mr. Burton about the land lock issue and was looking to understand the argument for the \$150,000 proposal in the association's letter. Taku Terrace has made ground improvements, the parcel is landlocked, the city values affordable housing, and that the sale is in jeopardy based on the lease. Affordable housing and saleability do not seem to directly affect the price in Ms. Cole's view. Mr. Burton replied that originally when the city offered the property for lease to the developer it did not contain any physical access to the property. That land parcel is landlocked and the city provided no option to access the property at the time of the original lease. The developer had to negotiate with an adjoining property for an ongoing easement agreement that is still directly linked to the cost of property taxes. We are paying an ongoing fee per square foot, based on property tax rates to have physical access and parking to the property. That has been ongoing and will be perpetual until the end of the lease agreement. Someone mentioned about the term of the lease, and I will throw this in as a note that lending bodies require a 15-year period beyond the mortgage period. For example, if someone wants to put a 30-year mortgage on a condo, in order to get approval the lease agreement would have to be a minimum of 45-years because the lenders are requiring a fifteen-year addition to the long term. The problem that we have run into at Taku Terrace is that we would probably need another 90-year lease and it has been made clear to me, unless I misunderstood, that the city does not write long-term leases like that any longer. At some point, the condo association and the city are going to have to come to an agreement about a purchase for the property. I think the association is just asking that that particular burden be reasonable and consider the improvements that were made to the property, the fact that we have a permanent financial burden for access to the property, and that we have remained one of the affordable options downtown. We are facing challenges because the buildings are older, we are going to need additional improvements, and fuel prices have caused a fuel surcharge to the association. I think there is just a number of factors that are worth considering in this particular transaction.

Ms. Woll commented about the idea of a longer-term lease, is that a potential option. Mr. Bleidorn replied that city code specifies that we should not have leases longer than 35 years, but it also specifies that the assembly can determine terms and conditions, by ordinance including an extended term. There are definitely options for a longer term lease, financially speaking, that could make sense for the city, because if we renegotiate the lease it's going to be for fair market value, because this isn't affordable housing, it's market rate housing, there's no stipulation that keeps it affordable. With the section of code that deals with leases that are fair market value, instead of \$300 a month, it would go to fair market value and it would remain in the land portfolio holdings at the city, which could allow for revenue generation. However, it did not seem like that option would work out for both parties.

Ms. Hale shared a few thoughts and has spoken with a couple of residents at Taku Terrace. While it is not technically affordable housing, it is more affordable than a lot of housing downtown, the prices are

reasonable and I find that the assembly is in the position that has actually caused housing prices to go up everywhere because we are following the rules, and that is what we want to do. I am a rule follower, as you know, but by following the rules we would be making this more expensive, and I it gives me heartburn, but I also do not want to carve off a special dispensation for this this entity. One possibility that thought I had that might work out, but would take another year because the affordable housing application period is closed, but one possibility might be to apply for a zero interest loan through the affordable housing fund to make up that balance between the \$150,000 and \$411,000. That is just one possibility, perhaps if a new appraisal is sought that might be something that could happen next year.

Mr. Bryson asked if this is not the only piece of privately owned property that is affected by a corner or a small piece of city property. As we correct the land use through this community, we are going to run into more instances of the city land drawn underneath somebody's house or a corner on a map that is in the wrong location, we are going to run into little overlaps. Would there be a way that we could simplify fixing these issues. We are going to run into issues where every time we have a lot that connects to a private property lot, or every single 1,000 square feet of land that we discussed goes through this process. People are trying to buy little chunks of CBJ property to make their lives easier, and buying a piece of land from the city seems to be like the most difficult thing that I've encountered being on the assembly. What could we do to help fix some of these problems here as they continuously come up. Mr. Bleidorn replied that it is rare that there is a building that is privately owned that is on city owned property. Comparing this to something like the next application that we are going to review, it is kind of apples to oranges, and I think the property that you are finding so difficult to dispose of is because it is in the land management plan as retain. The assembly has already adopted the land management plan, saying that that property should not be sold. In this case, it is actually in the land management plan as retain/dispose. When this came up in 2019, we realized that the property number and the land management plan was incorrect, and this was swapped with the fire station land number. We went through that process in 2019 to allow for this disposal. We see many applications for adjacent property owners that want to buy city property, and sometimes it's straightforward, and it's in the adopted plans that say we can dispose of it, and sometimes it's not because it's in the adopted plans as retain.

Chair Hughes-Skandijs commented that she did some digging into the prior committees with this tough topic and is inclined to go forward with the denial for this meeting and was intrigued by Ms. Hale's idea of a zero interest loan.

Mr. Bryson made an amended motion to have staff renegotiate with the original proposer to try to get the city and the applicant to come to an agreement on a price.

Chair Hughes-Skandijs objected to the motion.

Ms. Woll objected and comment that this motion does not give staff enough sideboards around what they would be doing. We would probably need to tell them that if we go in that direction what price we are trying to get to with more clarity.

Mr. Bryson added to his motion to include that staff negotiate up to the amount of \$394,000 as the maximum and would set the conditions with a new appraisal and that the amount of revenue collected over the entire lease period would be the maximum sale price. There would be a maximum sale price based off an appraisal.

Wáahlaal Gíidaak objected and commented that she was uncomfortable and that we do not know enough to be able to put that type of sideboard on the motion. We do not have the updated

information in front of us and I am hesitant to make it \$394,000 without having an official appraisal in front of us that gives us an indication of what the price is sitting at today. I will be a no vote on this particular proposal, just because it feels like we need a little bit more information.

Chair Hughes-Skandijs commented that it is not lost on her the amount of staff time already spent on this issue and makes her uncomfortable. It makes her consider that, like some many of our departments, if Mr. Bleidorn is spending his time on this in terms of connecting this to the need of housing, he is not working on other issues. There is an opportunity cost when we go way down the rabbit hole trying to accommodate things that are pre-existing. It sort of feels like subsidizing at the expense of other parts of town. Addressing Mr. Bleidorn, if the committee did deny this tonight could Taku Terrace approach the city with a different number or approach for full price. Mr. Bleidorn replied that with this round of negotiations, they sent directly to the assembly, and then we brought it here to committee. So if they have another offer, if this one's declined, they can definitely bring it forward, and we'll be back here again with that number. Chair Hughes-Skandijs maintains her objection.

PC Cole commented that because there is a regulation to sell at fair market value, we're not negotiating the cost to be helpful to the landowners, we're negotiating what is the fair market value of this land, and it's a small point, but it's an important point, because then it puts everything else that we negotiate and at risk, just to ensure that if they're coming in at \$150,000, that it's clearly \$150,000 for a reason that that's the fair market value of this land.

Full-amended motion from Mr. Bryson: he moved to have staff negotiate with the original proposer with the maximum sale price of \$394,000 upon completion of a new appraisal. Motion fails (Woll, Wáahlaal Gíidaak, and Hughes-Skandijs nays, Bryson – yay).

Ms. Woll moved that a motion to deny the Taku Terrace Association's request to purchase city property for \$150,000. Motion passes no objections.

Ms. Woll spoke to her motion that it leaves open to determine the fair market value of this property.

4. **Parise Request to Purchase City Property**
Mr. Bleidorn discussed this topic.

Ms. Woll noted that the memo mentioned that the other adjacent neighbor applicant stated that they already have an access easement across the property, unbeknownst to CBJ, does that mean they do, and we did not know it, or we do not know if they have it. Mr. Bleidorn replied that they provided a document that showed a driveway through the city property that was servicing their property at the time that they had acquired their property. This was owned by the State at this time, and it was a platted right-of-way before it became a property in the city parks holdings. There is still a little bit of research that needs to be done, but they believe that they have access through this city property that the original application, which shows kind of a berm and a bank and lifting it up, and would potentially prevent that property from having the access that they think they have. More investigation on that will be coming forward, depending on what we receive from the committee tonight.

Mr. Bryson asked to confirm that this whole issue is about somebody wanting to get better parking access to their property; this is what started this land purchase request, so they could have better driveway access. Then the property on the other side of this has an easement that allows them to use this city piece of land to and to improve their parking on the other side. So I think I understand that Mr. Parise is asking for is almost identical to what the neighbor across the property has. Mr. Bleidorn replied

that sounds correct, although we have not proven that the adjacent property has an easement through this property, and both properties have legal road frontage and access through the highway, which is also part of the issue.

PC Cole commented that the Planning Commission spent a while on this a couple of weeks ago and there were a few things that were important. The retain designation is critical in this, we have marked it retain. We either need to change the retain designation or not retain it. Then, again, we would put all retained city lands in question if we decide to dispose of this piece. The second issue is, of course, that the abutter, the other neighbor, would like a competitive process, or at least showed interest in that. Then the third issue, as Mr. Bleidorn just mentioned, is that both properties have access to their properties from the road. They do not like their access, or at least one of them does not like their access, and to fix it would cost a lot of money. The Planning Commission looked at and weighed these issues during this hearing.

Ms. Woll moved that the application to purchase city property be denied. Motion passes.

Ms. Woll spoke to her motion that she was originally in favor but after hearing about the dispute about who should it be disposed to, it doesn't make sense to go the way what we were planning on going. Mr. Bleidorn noted that Mr. Bryson brought up an interesting point about the easement and as we look at city code, which is something we will consider again in the future if that becomes a possibility to not rule that out. As we are continuing to look at these things and try to find efficiencies and try to make things that make sense happen.

G. INFORMATION ITEMS

5. Travel Juneau Quarterly Update
Ms. Perry discussed this topic.
6. Visitor Industry Task Force Implementation Update
Ms. Pierce discussed this topic.

H. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

No updates.

I. STANDING COMMITTEE TOPICS

7. Telephone Hill Updates
Mr. Bleidorn gave a brief update that he is working on a draft lease agreement that he will bring back to the committee at a future meeting.
8. LHED Committee Goals
No updates.

J. NEXT MEETING DATE - November 28, 2022

K. RED FOLDER ITEMS

9. Taku Terrace Follow-up Letter
10. Visitor Industry Task Force Quarterly Update

L. 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.org.




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

MEMORANDUM

DATE: 11/28/2022

TO: Alicia Hughes-Skandijs, Chair, Lands, Housing, and Economic Development (LHED) Committee

FROM: Joseph Meyers, Housing & Land Use Specialist 

SUBJECT: Juneau Affordable Housing Fund – 2022 Funding Recommendations

On July 6, 2022 the CBJ Assembly made available \$2,000,000 for use by for-profit and non-profit organizations, public and regional housing authorities, and tribal governments interested in the creation of affordable and workforce housing in the City and Borough of Juneau. This memo provides details on the applications that were received and has the Juneau Affordable Housing Fund 2022 Round Two funding recommendation from the application review committee which consisted of 3 CBJ employees and 2 private sector citizens from the lending and construction industries. Included in your packet is a project summary spreadsheet and a project scoring sheet. All applications that were received are posted on the [Juneau Affordable Housing Fund webpage](#) under the Round 2 Applications heading.

Project Proposals

The JAHF Round Two request for applications received seven (7) applications from the following entities:

- AWARE for Cordova Street Apartments
- Dave d'Amato/Brave Enterprises, LLC for Bergmann Hotel
- Jackie Russell for acquisition of a fourplex on Old Lawson Creek Road
- Juneau Housing First for Forget-Me-Not Manor phase 3
- Rooftop Properties, LLC for Ridgeview
- St. Vincent de Paul for 8617 Teal Street
- Tlingit Haida Regional Housing Authority for Kowee Housing phase 1

Committee Funding Recommendations

The JAHF received nearly \$3.9million in Round Two funding requests for projects boroughwide with \$2 million available for award this year. The Review Committee completed a thorough analysis and ranked projects based on the criteria in the JAHF Program Description and Guidelines.

Project Review and Rankings

The JAHF review committee received applications shortly after deadline and met on November 16th. The rankings for the reviewed applications are in the table on the next page.

Applicant/Sponsor	Project Name	Project Type	Average score	Recommendations	Funding Requests	Developer Type	Grant/Loan
AWARE	Cordova Street Apartments	7-unit SRO construction	86	\$200,000	\$298,896	Non-profit	Grant
THRHA	Kowee Phase 1	10 units of single-family housing	83	\$500,000	\$500,000	Housing Authority	Grant
Rooftop Properties	Ridgeview	New housing/middle-income	76	\$1,200,000	\$1,200,000	For-profit	Loan
SVdP	8617 Teal Street	Rehabilitation	75	\$100,000	\$100,000	Non-profit	Grant
Juneau Housing First	Forget-me-not Manor	21 units 30% AMI housing	72		\$1,050,000	Non-profit	Grant
Brave Enterprises, LLC	Bergmann Hotel	16 1-bedrooms & 2 efficiency units	64		\$497,744	For-profit	Loan
Jackie Russell	Old Lawson Creek Fourplex	Acquisition of a fourplex	40		\$200,000	Individual	Grant
<div>Recommended for funding this round</div> <div>Not recommended for funding this round</div>							

Recommended for Funding

- AWARE: Cordova Street Apartments

This is a second round of funding for this project which is seeking to develop 7 SRO (single-room occupancy) units. This was the highest ranking project based on team experience, committed funds, leveraging percentage, and the likelihood of development within the year. The applicant requested \$298,968. The committee recommends providing a grant of \$200,000, which, when combined with Round 1 funding received by the applicant would add up to \$50,000 per unit created.

- Tlingit Haida Regional Housing Authority: Kowee Phase 1

Applicant to construct ten, 2-4-bedroom homes for Juneau residents under 80% MFI in the first phase of a planned mixed-income subdivision. Homes would meet a below fair market need and a partnership with Haa Yaḡaawu Financial Corporation will help low-income families with mortgage loans. Funding would be gap financing to pair with committed HUD and AHFC funds. Some of the funding sources for this project restrict housing to Native Americans. The applicant is requesting \$500,000. The Committee recommends a grant of the requested amount of \$500,000.

- Rooftop Properties: Ridgeview

This project is the first phase in a 444 unit development project providing a mixture of middle-income ($\leq 80\%$ AMI) and market rate units. The project has preliminary plan approval from the Planning Commission to move forward. The applicant has requested a \$1,200,000 loan. The committee recommends a loan of the requested amount of \$1.2 million.

- Saint Vincent de Paul: Teal Street

This is a second round of funding for continued rehabilitation of affordable housing for low-income residents. The applicant requested \$150,000. Based on funds available the committee recommends providing a grant of \$100,000.

Not Recommended for Funding

The following projects were not recommended for funding this year. Ultimately, this funding round was highly competitive and not all projects could be fully funded in this round of competition

- Juneau Housing First Collaborative: Forget-me-not Manor Phase 3

Applicant has a track record of completing permanent supportive housing projects with CBJ funding with Phase I & II (64 units). Limited funding committed at this time and funding sources listed in current application are based on previous requests. Applicant should apply next year as additional funding is committed.
- David d’Amato/ Brave Enterprises, LLC: Bergmann Hotel

This application scored on the lower end of applications submitted in Round Two. Some concerns raised by the committee include questions about project plans and feasibility of cost estimates. The applicant is encouraged to apply for the Round 3 competition in 2023. The applicant made significant progress between this year and last, and if they apply next year with similar progress this application will score higher.
- Jackie Russell: Douglas Fourplex Project

The review committee appreciates this as a novel and creative approach to a specific housing situation. However, this project did not score as well as the other applications submitted for this Round of funding. The committee also had concerns with this being a grant request and not a loan request as for-profit entities are only eligible for loans not grants.

JAHF Program Future Review

Special thanks to the review committee for taking the time to participate. The review committee plans to meet once the Assembly completes Round Two funding decisions to report on JAHF process improvements and policy recommendations in time for the JAHF report in the spring of 2023.

Recommendation

The Lands, Housing, and Economic Development (LHED) Committee adopt the Juneau Affordable Housing Fund review committee recommendations and forward the following funding requests to the Assembly for approval.

These projects include:

- AWARE for Cordova Street Apartments: \$200,000
- Tlingit Haida Regional Housing Authority for Kowee Phase 1: \$500,000
- Rooftop Properties for Ridgeview: \$1,200,000 (LOAN)
- Saint Vincent de Paul for Teal Street: \$100,000

Total Funding Recommended: \$2 million

Attachments:

- A. Program Description and Guidelines
- B. Project summary sheet
- C. Project score sheet

PROGRAM DESCRIPTION & APPLICATION GUIDELINES



For more information, contact:

Joseph Meyers, Housing & Land Use Specialist

City and Borough of Juneau

155 S. Seward St.

Juneau, Alaska 99801

Phone: 907-586-0753 ext. 4209

Email: joseph.meyers@juneau.org

Contents

About the Fund 3

Program Goals and Objectives 3

Availability of Funds & Funding Terms..... 4

 Eligible Applicants 4

 Eligible Uses 4

Priorities for the Juneau Affordable Housing Fund 5

Selection Criteria..... 6

Compliance and Monitoring 7

Appendix A: Glossary of Terms 9

Appendix B: 2021 Income Limits and Rental Limits 10

Appendix C: Score Sheet 11

Appendix D: Downtown Juneau Residential Tax Abatement Map 12

About the Fund

The City and Borough of Juneau (CBJ) created the Juneau Affordable Housing Fund (JAHF) to promote the creation of affordable housing in the Capital City. On July 19, 2010, the CBJ Assembly passed an ordinance that steered \$400,000 into the JAHF to begin funding local projects that promote and provide affordable housing in Juneau.

In 2017, the CBJ Assembly recommended and CBJ voters approved \$2 million of the 1% Special Sales Tax renewal funds to go into the JAHF over five years (FY19-FY23).

On July 6, 2022, the CBJ Assembly made available \$2,000,000 for use by for-profit and non-profit organizations, public and regional housing authorities, and tribal governments interested in the creation of affordable and middle-income housing in the City & Borough of Juneau.

Program Goals and Objectives

The primary purpose for establishing the JAHF is to direct resources toward the creation of affordable (0% to 80% area median income (AMI)) and middle-income housing units (80% to 120% AMI) in the City and Borough of Juneau through the following activities:

- Funding capital costs of rental and ownership housing;
- Funding for capacity-building activities of non-profit housing developers;
- Funding supportive services for occupants of affordable housing; and
- Funding operating expenses of housing developments.

An additional objective is to leverage CBJ investments with other fund sources to maximize the number of quality affordable housing units that are created or preserved each round.

Projects must be located in the City and Borough of Juneau.

Availability of Funds & Funding Terms

The CBJ Assembly will determine the amount of funding available each year. JAHF funds will be made available for qualifying affordable and middle-income housing projects that meet goals of the CBJ Housing Action Plan or other identified community housing needs.

Funds will typically be made available in the form of grants for non-profit organizations and public housing authorities targeting households in the affordable housing range (0% to 80% AMI) and zero-interest loans for private developers that meet middle-income housing (80% to 120%) affordability requirements.

- **Qualifying projects are eligible for grants and loans up to \$50,000 per affordable or middle-income housing unit created, or for other eligible uses on a similar per unit basis.**
- **For profit-developer projects utilizing JAHF funds for middle-income housing must reserve at least 20% of units for tenants with gross incomes at 80% or less AMI for at least ten years or the life of the loan.**

The scope and nature of the project may require deviation from these program guidelines that CBJ Housing staff will review with the City Manager on a case by case basis.

Eligibility

Eligible Applicants

- For-profit developers
- Non-profit organizations
- Public and regional housing authorities
- Tribal governments

Eligible Uses

- For acquisition, construction, rehabilitation or preservation of affordable housing located within the City and Borough of Juneau, including activities such as:
 - Pre-development project expenses, such as land surveys, site engineering, and permitting;
 - Purchase of developed real estate or land;
 - Fees for architects and other professionals;
 - Demolition to make way for affordable housing; and
 - Building materials and labor costs.

- Costs incurred by nonprofit organizations to develop or implement a specific affordable housing project. Examples include:
 - Capacity building such as training, legal and accounting costs;
 - Technical assistance such as development consultants; and
 - Project operating assistance following completion of construction or rehabilitation, such as utilities, support services staff, debt service, and rent subsidies.
- Operating Expenses for up to three years for existing and new housing developments in the promotion of affordable housing. Examples include project-specific assistance for:
 - Security deposit escrows; and
 - Operating costs, such as utilities, debt service, and rental subsidies.
- Self-sufficiency assistance such as job skills training, job search assistance, financial/housing counseling, substance abuse aid, mental health care, and childcare.

Priorities for the Juneau Affordable Housing Fund

The priorities of the JAHF match with the CBJ Housing Action Plan.

1. **Use of capital to develop housing units:** Funding for capital costs for acquisition, construction, rehabilitation, or preservation of affordable housing especially middle-income housing, senior housing, and homeowner opportunities for young adults and families are preferred.
2. **Long-Term Affordability:** Units created using JAHF funds that include affordability covenants or that are permanently affordable are preferred.
3. **Downtown Housing Development:** Units developed within the boundaries established by the Downtown Juneau Residential Tax Abatement Map. (Appendix D)

Application Process

Applications will be posted online upon Assembly determination of funding availability for each round. Potential applicants are encouraged to contact the CBJ Housing and Land Use Specialist with questions about the program and how individual housing projects may utilize the funds.

Total application submission length should not exceed 75 pages, including application form and supporting information.

Completed applications will be reviewed by a committee to include CBJ staff, a public member with direct experience in housing development, and a public member with financing/banking experience.

The review committee will score projects based on the selection criteria and score sheet.

The 2022 schedule is as follows:

- July 6, 2022: Assembly approves \$2,000,000 for 2022 Funding Round
- August 29, 2022 – September 12, 2022: JAHF Program Guidelines and Expression of Interest Survey posted
- September 12, 2022: Applications Posted; application period begins
- September 23, 2022: Public Information Meeting
- **October 30, 2022: Housing Project Proposals Due 4pm AKST**
- November 7, 2022 – November 25, 2022: Committee Review and Project Ranking Period
- November 28, 2022: Committee Report to Lands, Housing, and Economic Development Committee
- To be determined: Referral to Assembly for final approval
- December 2022/January 2023: Staff to put in place grant/loan agreements with awardees
- January – March 2023: Staff report on Juneau Affordable Housing Fund to Lands, Housing, and Economic Development Committee

Proposals are to be emailed to Joseph Meyers, Housing & Land Use Specialist at joseph.meyers@juneau.org by 4pm AKST on October 30, 2022.

All applications are ultimately approved by the CBJ Assembly in an open public process.

Applicants should expect that their submitted project plans, costs and other supporting documentation will be available to the public. The Assembly may impose or modify terms, conditions, and other provisions that clearly protect the public interest.

Selection Criteria

Projects considered to be ready or feasible will be evaluated with the following criteria:

1. **Team Experience:** (1) Demonstrated experience on projects of similar size and scope; (2) Established
Juneau Affordable Housing Fund – Program Description and Application Guidelines

development and/or operating partnerships, including support services; (3) Qualified staff – Developer, Director, Property Manager, Supportive Services; and (4) Capacity to maintain/manage project.

- 2. **Population Targeting & JAHF Priority Targeting:** (1) Use of capital to develop housing units; (2) Long-term or permanent affordability; and (3) Downtown Housing Development.
- 3. **Project Design and Characteristics:** **For Capital projects:** (1) Plans stamped by appropriate engineer or architect, or professionally qualified staff on the development team; (2) Energy Efficiency: JAHF projects should be energy-efficient and adhere to either the Alaska Building Energy Efficiency Standard (BEES) or HUD’s Energy Star Home Standard. **For programs/operational projects:** (1) Comply with national guidance/best practice for target population. **For all projects:** (1) Accessibility Standards: Proposals must be comply with the federal Fair Housing Act (42U.S.C. 3601-3619) and the Americans with Disabilities Act of 1990.
- 4. **Feasibility:** (1) Ability to secure other financing needed to carry out project; (2) Operational feasibility/long-term financial viability; and (3) Reasonable and balanced budget with cost controls. The intention for JAHF funds is to assist projects that need gap financing and have a 100% chance of being successful. Site ownership, the percentage of total costs supported by other funding sources, and work schedule for the project will factor.
- 5. **Readiness to Proceed:** (1)Leveraging/percentage of total cost with commitments; (2) Site ownership; (3) Plans, environmental permitting, estimate complete; (4) Construction/Operation within following fiscal year

Score Sheet: A sample of the score sheet used by the review committee is included as Appendix C.

Compliance and Monitoring

The CBJ, at any time, could inspect and monitor the records and work of the proposed project as to performance and compliance with JAHF program rules and loan requirements. Project information, including rents and tenant income will be collected annually through the affordability period.

The CBJ City Manager may terminate any agreement in the event that awardees: 1) lose the ability to proceed with the project, 2) make material alterations, or 3) fail to comply with the project schedule.

Annual Report

An annual JAHF report will be presented to the CBJ Committee of the Whole in preparation for future funding rounds. The report will include:

- Project progress reports;
- Details on funds disbursed, JAHF expenses, amount of leveraged funds acquired; and
- Guidance on funding availability for the following year

Appendix A: Glossary of Terms

- **Affordable Housing** - The U.S. Department of Housing and Urban Development defines “Affordable” as housing costs no more than 30 percent of a household’s monthly income. This means rent and utilities in an apartment or the monthly mortgage payment and other housing expenses (utilities, home maintenance and repairs) for a homeowner should be less than 30 percent of monthly household income. Housing programs targeting households with income between 0% and 80% AMI are also considered “affordable” programs.
- **Area Median Income** HUD uses the median income for families to calculate income limits for eligibility in a variety of housing programs. HUD Income Limits by size of household are used by JAHF to determine level of affordability. See Appendix B.
- **Assumable soft debt** – Mortgages or loans that can be taken over by another individual to maintain favorable interest rates or affordability.
- **Capacity-building** - Activities that increase the operating efficiencies of agencies or organizations that create more affordable housing, including organizational assistance, training, legal, and accounting costs – but specifically to support the housing project proposed.
- **Capital Funds** - Funding contributed for the development, acquisition, rehabilitation, or new construction of the physical structure.
- **Extremely Low-income households** - Households with incomes at the HUD 30% Limit. See Appendix B.
- **Gap Financing** - Loans or grants used for housing development projects that bridge the gap between available funding sources, usually a combination of raised capital and state or federal housing subsidies.
- **Local dedicated revenue source** - Affordable housing funds are most successful when securing a local dedicated revenue source; a source of public revenue directed at affordable housing activities.
- **Low-income households** - Households with incomes at the HUD 80% Limit. See Appendix B.
- **Middle-income housing**: Middle-income housing is not a HUD recognized term. Middle-income housing is generally used here to mean affordable housing for households between 80% and 120% of area median income – typically without attachment to other subsidy or rental assistance.
- **Non-profit Organization** - A corporation of foundation granted exemption from income taxation by the IRS.
- **Ownership housing** - Housing for which the sales price minus the sum of grants and deferred loans provided to the borrower results in a monthly payment which qualifies a low-income household for a mortgage loan under standard lender underwriting standards.
- **Recoverable Loans** - Loans provided for activities such as predevelopment costs. Loans are required to be paid back once long-term funding has been secured for the project.
- **Self-sufficiency Assistance** - Services that help residents become more productive and capable of independent living, such as job training, budget counseling, substance-abuse treatment, and childcare.
- **Unit** - A self-contained apartment with sanitation and kitchen facilities within the apartment or partial facilities in the unit and other shared facilities located on the same floor as the unit.
- **Very Low-income households** - Households with incomes at the HUD 50% Limit. See Appendix B.
- **Zero-interest loans** - Zero interest loans are loans with full repayment of the principle is expected.

Appendix B: 2021 Income Limits and Rental Limits

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

4-person AMI \$120,900

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

Source: HUD User Datasets:

https://www.huduser.gov/portal/pdrdatas_landing.html

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

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

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

Appendix C: Score Sheet

Evaluation Criteria	Total Points	Outstanding (16 to 20 points)	Good (12 to 16 points)	Marginal (6 to 12 points)	Unacceptable (0 points)	Subtotal
1. Team Experience <ul style="list-style-type: none"> Demonstrated experience on projects of similar scope & nature Established development and/or operating partnerships, including support services Qualified staff – Developer, Director, Property Manager, Supportive Services Capacity to maintain/manage project 	20					
2. JAHF Priority and Population Targeting <ul style="list-style-type: none"> Capital projects to develop housing Long-term or permanent affordability Downtown Housing Development 	20					
3. Project Design and Characteristics For Capital projects: <ul style="list-style-type: none"> Plans stamped by appropriate engineer or architect, or professionally qualified staff on the development team Energy Efficiency (Alaska Building Energy Efficiency Standard or HUD's Energy Star Home Standard) Accessibility (Comply with Fair Housing Act and the Americans with Disabilities Act) Operational Projects: comply with national guidance/best practice	20					
4. Feasibility <ul style="list-style-type: none"> Ability to secure other financing needed to carry out project Operational feasibility/long-term financial viability Reasonable and balanced budget with cost controls 	20					
5. Readiness to Proceed <ul style="list-style-type: none"> Leveraging/percentage of total cost with commitments Site ownership Plans, environmental permitting, estimate complete Construction/Operation within following fiscal year 	20					
Total	100					

Applicant: _____ Evaluator: _____ Date: _____



Round II Priorities: 1) capital projects to develop housing, 2) long-term or permanent affordability, 3) downtown housing development

Juneau Affordable Housing Fund Round 1 Project Summary													
Agency/Project Name	Cost adjustment?	Project Location	Grant or Loan?	JAHF Request	Total Project Cost	Committed Funds	Leveraging % (JAHF funds / total project costs)	Affordable Units (80% AMI or below)	Workforce Units (80% - 120% AMI)	Total Units	Target Population	Use of Funds	Description
New housing construction (Loans)													
Bergmann Hotel		434 Third Street	Loan	\$497,744	\$1,247,744	\$750,000	39.9%	18	0	18	Middle-income housing	Acquisition, construction, Rehabilitation & predevelopment costs	Creation of 16 1-bedroom apartments and 2 efficiency units at 80% AMI (middle-income housing)
Rooftop Properties: Ridgeview		7400 Glacier Highway	Loan	\$1,200,000	\$8,632,000	\$7,432,000	13.9%	5	19	24	Low & middle-income housing	Construction	Construction of 24 units of Workforce Housing. All phases include 444 units
New housing construction (Grants)													
AWARE/Cordova Street Apts	X	201 Cordova Street	Grant	\$298,896	\$1,716,792	\$1,417,896	17.4%	7	0	7	Survivors of domestic violence	Gap financing	7-unit SRO construction using existing structure as base
Housing First/Forget-Me-Not Manor Phase 3		1944 Allen Court	Grant	\$1,050,000	\$3,674,447	\$0* See comments	28.6%	21	0	21	Single adults, seniors, veterans, survivors of domestic violence, adults with medical and mental health needs	Pre-development, construction, and materials	Creation of 21 units of 30% or lower AMI housing; permanently affordable; *Housing First: No funding is committed yet; funding estimates are based on previous projects; information in application packet
THRHA- Kowee Phase 1 Housing		6D0601090020; USS 2135 TR II	Grant	\$500,000	\$12,429,624	\$11,929,624	4.0%	10	0	10	Low-income, senior, or special needs housing	Construction, predevelopment costs	Gap funds for 10 units of single-family housing for purchase
Acquisition of housing													
Jackie Russell; Old Lawson Creek 4-plex		2350 Old Lawson Creek Road	Grant	\$200,000	\$683,312	\$483,312	29.3%	4	0	4	Affordable, low-income, senior, special needs housing	Acquisition	Acquisition of a 4-plex with a covenant making the units affordable for 10 years for Telephone Hill residents
Rehabilitation of housing (already owned by agency)													
Society of Saint Vincent de Paul: Teal Street	X	8617 Teal Street	Grant	\$150,000	\$427,364	\$150,000	35.1%	0	0	0	Affordable, low-income, senior, special needs housing	Rehabilitation of existing housing	Deferred maintenance and rehabilitation
Housing Assistance and Services (Non profit capacity building, supportive services, rent assistance)													
None													
Total Requests				\$3,896,640									
2022 Funds Available				\$2,000,000				Potential # of units		84			

Round I Priorities: 1) capital projects to develop housing, 2) long-term or permanent affordability, 3) downtown housing developmen

Juneau Affordable Housing Fund Round 1 Project Summary											
Agency/Project Name	Project Location	JAHF Request	Total Project Cost	Committed Funds	Leveraging % (JAHF funds / total project costs)	Affordable Units (80% AMI or below)	Workforce Units (80% - 120% AMI)	Total Units	Target Population	Use of Funds	Description
New housing construction											
AWARE	201 Cordova Street	\$150,000	\$1,530,000	\$625,000	9.80%	7 units @ less than 30% AMI	0	7	low-income/victims of domestic violence	capital grant	7 single room occupancy (SRO) for domestic violence survivors
Gastineau Lodges Apartments	Bulgar Way (downtown)	\$700,000	\$19,339,307	\$0	6.70%	16 units @ 80% AMI	63 units FMR	79	workforce/fair market	predevelopment loan	Downtown multi-family project with 79 units; JAHF loan request for pre-construction activities and to access HUD loan funding
Glory Hall	247 S. Franklin (downtown)	\$350,000	\$2,673,168	\$38,000	13%	7 units @ less than 50%	0	7	low-income/special needs	capital funds	Downtown multi-family project with 7 units (6 efficiencies; 1 1-bedroom)
The Bergmann Hotel (Dave D'Amato)	434 3rd street (downtown)	\$250,000	\$528,256		47%	4 units @ 80%AMI	16	20	workforce housing	predevelopment grant	Redevelopment of downtown property to create 20 unit multi-family project - 4 units at 80% AMI.
Acquisition of housing											
None											
Rehabilitation of housing (already owned by agency)											
St. Vincent de Paul - Channelview	345 Gastineau Avenue (downtown)	\$50,000	\$50,000	0	100%	10 units @ less than 50%; 16 at less than	0	26	low-income/special needs	capital grant	Downtown low-income housing tax credit property; grant funds to repair fire suppression system for the entire building
St. Vincent de Paul - Rehabilitation Project	Teal Street	\$100,000	\$701,900	\$50,000	14.20%			72	low income/senior/supportive housing	capital grant	Grant requested for code compliance/rehabilitation of Teal Street property
Housing Assistance and Services (Non profit capacity building, supportive services, rent assistance)											
None											
Total Requests		\$1,600,000									
2021 Funds Available		\$700,000									

Project Name	Applicant/Sponsor	Developer Type	Project Type	Grant/Loan Request	Funding Request	Recommendation	Average Score	Committee Comments
Cordova Street Apts	AWARE	Non-profit	7 single-room occupancy units for victims of domestic violence at <30% AMI	Grant	\$298,896	\$200,000	86	Additional funding request for project that ranked highly last year/this year; close to full funding and completion. Round 2 award recommendation of \$200K allows total funding request from both years to stay within the \$50,000/per unit program guideline. (7 units, total of \$350K award)
Kowee Phase 1	Tlingit-Haida Regional Housing Authority	Housing authority	10 units of single-family housing	Grant	\$500,000	\$500,000	83.2	Applicant to construct 10 4-bedroom homes for Juneau residents under 80% MFI in the first phase of a planned mixed-income subdivision. Homes would meet a below fair market need and a partnership with Haa Yakaawu Financial Corporation will help low-income families with mortgage loans. Funding would be gap financing to pair with committed HUD and AHFC funds. Some of the funding sources for this project restrict housing to Native Americans.
Ridgeview	Rooftop Properties	For-profit	Creation of 24 total units of workforce housing, 5 units at <80% AMI	Loan	\$1,200,000	\$1,200,000	75.6	First phase (24 units) of a proposed 444 unit mixed-income housing development. CBJ would provide a loan for \$1.2 million which would eventually come back to the CBJ to invest in additional affordable housing projects. A percentage of units would be held affordable for at least ten years or the life of the loan
8617 Teal Street	St. Vincent DePaul	Non-profit	Rehabilitation of permanently affordable housing for extremely low-income residents <30% AMI	Grant	\$150,000	\$100,000	75.2	The applicant executed their last round of funding transparently and provided follow-up to CBJ regarding status at the end of the process. This funding is for deferred maintenance of permanently affordable housing.
Forget-Me-Not Manor Phase 3	Juneau Housing First Collaborative	Non-profit	Creation of 21 units of permanent supportive housing for residents < 30% AMI	Grant	\$1,050,000	\$0	72.4	Applicant has a track record of completing permanent supportive housing projects with CBJ funding with Phase I & II (64 units). Limited funding is committed and funding sources listed in current application are based on previous requests. Applicant should apply next year as additional funding is committed.
Bergmann Hotel	David d'Amato/Brave Enterprises, LLC	For-profit	Creation of 16 1-bedroom units and 2 efficiency units	Loan	\$497,744	\$0	64.2	Applicant seeking to construct 18 units of housing inside the existing Bergmann Hotel. This application scored on the lower end of applications submitted in Round Two. Some concerns raised by the committee include questions about project plans and feasibility of cost estimates. The applicant is encouraged to apply for the Round 3 competition in 2023. The applicant made significant progress between this year and last, and if they apply next year with similar progress this application will score higher.
Old Lawson Creek Fourplex	Jackie Russell	Individual	Acquisition of a fourplex; offered as affordable for 10 years	Grant	\$200,000	\$0	40	The review committee appreciates this as a novel and creative approach to a specific housing situation. However, this project did not score as well as the other applications submitted for this Round of funding. The committee also had concerns with this being a grant request and not a loan request as for-profit entities are only eligible for loans not grants.
					\$3,896,640	\$ 2,000,000		

Recommended for funding
Not recommend for funding

MEMORANDUM

CITY/BOROUGH OF JUNEAU

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

TO: Alicia Hughes-Skandijs, Chair of the Assembly LHED Committee
FROM: Dan Bleidorn, Lands and Resources Manager *Daniel Bleidorn*
SUBJECT: Telephone Hill Pending Lease Request
DATE: November 21, 2022

At its August 1st meeting, the Assembly discussed leasing the Telephone Hill properties to its current residents upon conveyance to the City. Based on discussions regarding a “soft landing,” the Law Department, Risk Manager, and Lands Office drafted the attached lease. This draft was recently sent to the Telephone Hill Neighborhood Non-profit Management Corp. (“Association”), which has not yet responded (as of November 21). The goal of this draft lease is to approximate the longstanding terms of the 20-year-old ADOT lease—while also complying with State statutes, City code, and insurance requirements—so that current residents experience a “soft landing” during the post-conveyance, pre-development period.

Working terms and conditions of this draft lease include¹:

1. Monthly lease payments of \$4,000.00 with proportional deductions as residences are vacated and become ineligible for re-leasing.
2. Termination on July 31, 2023.
3. The Association will continue managing the properties and working directly with sub-lessees.
4. Before the lease becomes effective, City staff—including engineers, code compliance officers, and the Fire Marshal—shall inspect all inhabited residences to ensure compliance with legal, safety, and insurance requirements.
5. All inhabited residences must be sufficiently insured.

Staff requests the Lands, Housing, and Economic Development Committee provide a motion of support for the City Attorney to draft an ordinance for this lease and set it for public hearing.

¹ As this is a draft lease, some terms may change as City staff and the Association negotiate; however, because many of these terms are carryovers from the ADOT lease, they reflect previously expressed desires of Association members and are legally required. City staff anticipates any alterations will be relatively minor.

LEASE FOR RESIDENTIAL PROPERTIES

Between

THE CITY AND BOROUGH OF JUNEAU and

TELEPHONE HILL NEIGHBORHOOD NON-PROFIT MANAGEMENT CORP.

PART I. PARTIES. This lease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter “CBJ” or “Lessor,” and Telephone Hill Neighborhood Non-profit Management Corp., hereafter “Lessee.”

PART II. LEASE ADMINISTRATION. All communications about this lease shall be to the person identified below. Any reliance on a communication with a person other than the one listed below is at the party's own risk.

CB.J:

Attn: Dan Bleidorn, Manager
Lands and Resources Department
155 S. Seward Street
Juneau, AK 99801
Phone: (907) 586-5252 ext.4177
Email: Dan.Bleidorn@juneau.org

Lessee:

Attn: Maureen Conerton, Director, Treasurer, VP
Telephone Hill Neighborhood Non-profit Mgmt. Corp.
214 Dixon Street
Juneau, AK 99801
Phone: (907) 586-9406

Email:

PART III. LEASE DESCRIPTION. This lease agreement is identified as: Lease for Residential Properties Between the City and Borough of Juneau and Telephone Hill Neighborhood Non-profit Management Corp. Appendices A, B, and C are attached and are considered a part of this agreement as well as anything incorporated by reference or attached to those appendices. If in conflict, the order of precedence shall be this document, Appendix A, Appendix B, and then Appendix C.

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

City and Borough of Juneau:

Date: _____
By: _____
Duncan Rorie Watt
City and Borough Manager

Lessee:

Date: _____
By: _____
Maureen Conerton
Director, Treasurer, VP

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the ____ day of _____, 2022, Duncan Rorie Watt, known to me to be the City Manager of the City and Borough of Juneau, Alaska, the municipal corporation that executed the above foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation, and who acknowledged that he signed the same freely and voluntarily on behalf of the municipality.

Notary Public in and for the State of Alaska
My Commission Expires:

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 2022, **Maureen Conerton** personally appeared before me and executed the foregoing instrument as the **Director, Treasurer, and VP** of Telephone Hill Neighborhood Non-profit Management Corp., which executed the foregoing instrument, who on oath stated that she was duly authorized to execute said instrument on behalf of said Telephone Hill Neighborhood Non-profit Management Corp.; and acknowledged to me that she signed the same freely and voluntarily on behalf of Telephone Hill Neighborhood Non-profit Management Corp.

Notary Public in and for the State of Alaska
My Commission Expires:

Risk Management Review		Risk Manager
Approved as to Form		Law Department
Approved as to Content		Lands and Resources Dep't

APPENDIX A: PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS

1. DESCRIPTION OF PROPERTY

The property subject to this lease is generally referred to as “Telephone Hill,” “the Property,” or “the Leased Premises.” The Leased Premises are as follows (*see also* Exhibit A to Ordinance)::

Address	Type	Bedrooms	Bathrooms	Sq. Footage	2019 Rent Rate*
135 W. 2 nd St.	Apartment/Units	2	¾	~ 705	\$600 (storage)
139 W. 2 nd St.	Apartment/Units	3	2	~2,592	\$1,500
203 W. 3 rd St.	Apartment/Units	5 Units (A – E)	5 Units (A – E)	UNK	\$4,100
124 Dixon St.	Single Family	3	1.5	UNK	\$1,400
125 Dixon St.	Single Family	2	1.5	~1,464	\$1,600
128 Dixon St.	Single Family	2	1	~1,080	\$1,600
211 Dixon St.	Single Family	UNK	UNK	~1,948	\$1,400
214 Dixon St.	Single Family	3	1.5	~1,840	\$1,500

* The 2019 rent rates are referenced for the limited purpose of determining a pro-rata table for lease payments; they do not necessarily reflect the current rates paid by sublessees. The 2019 rent rates are used in Section 4(a)(4).

2. AUTHORITY

This lease is entered into pursuant to the authority of the City and Borough of Juneau Code, Chapter 53.20 and by Ordinance . A copy of Ordinance is attached to and made a part of this agreement by this reference. If in conflict, the terms and conditions contained in Ordinance shall be controlling.

3. TERM

The effective date of this agreement is the date signed by the CBJ. The term of the lease shall be from January 1, 2023 until July 31, 2023, unless sooner terminated. As a first condition precedent to this lease becoming effective, it is necessary that each above-described dwelling unit included in the Leased Premises be found habitable and in compliance with building and housing codes, which “include any law, ordinance, or governmental regulation concerning fitness for habitation, or construction, maintenance, operation, occupancy, use, or appearance of a premises or dwelling unit[.]”¹ Whether this condition precedent is satisfied shall be based upon inspections and determinations by the CBJ. As a second condition precedent, each dwelling unit must be sufficiently insured as determined by the CBJ’s risk department.

4. LEASE PAYMENTS

¹ AS 34.03.360(2).

a. Lessee shall pay the CBJ a monthly lease payment for the Leased Premises. The monthly lease payment for the term shall be \$4,000.00. Lease payments shall be made by Lessee to the CBJ at the start of each month of the term.

1. Lessee shall be responsible for all utilities including heating, electric, garbage, wastewater, and water for the Leased Premises.

2. Lessee is hereby on notice that this lease may make all or a portion of the Leased Premises taxable. Lessee shall pay all taxes, assessments, liens, and license fees levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, by reason of Lessee's use of the Leased Premises.

3. A late fee in the amount of ten percent (10%) of the total amount due shall be charged for all payments not received within ten days of the due date.

4. As units are vacated, Lessee may deduct the following amounts from Lessee's monthly lease payments. For example, if 139 W. 2nd St. is vacated during February 2022, Lessee's March 2022 lease payment to the CBJ would be \$3,540 (i.e., \$4,000 minus \$460).

Address	2019 Rent Rate*	Approx. % of the Lease	Amount Deducted
135 W. 2 nd St.	\$600	4.6%	\$184
139 W. 2 nd St.	\$1,500	11.5%	\$460
203 W. 3 rd St.	\$4,100 (\$820/ea.)	6.3%/ea.	\$252/ea.
124 Dixon St.	\$1,400	10.7%	\$428
125 Dixon St.	\$1,600	12%	\$480
128 Dixon St.	\$1,600	12%	\$480
211 Dixon St.	\$1,400	10.7%	\$428
214 Dixon St.	\$1,500	11.5%	\$460

5. AUTHORIZED USE OF PROPERTY

As provided by Ordinance , Lessee may sublease (i.e., "re-sublease") the Leased Premises for residential use by persons (i.e., sublessees) who are residing at the Leased Premises, on or before the date this lease becomes effective, pursuant to Lessee's previous lease with the State of Alaska, Department of Transportation & Public Facilities.

6. INSURANCE

Lessee understands that CBJ carries no fire or other casualty insurance for the Leased Premises or improvements located thereon, and that it is Lessee's obligation to obtain adequate insurance for protection of Lessee's 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 approved by CBJ Risk Management as outlined below. All insurance required under this contract 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.

a. *Deductibles and Self-Insured Retentions.* 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.

b. *Claims-Made Policies.* If any of the required policies provide coverage on a claims-made basis:

i. The Retroactive Date must be declared and must be before the date of the contract or the beginning of the contract work.

ii. Insurance must be maintained and evidence of insurance must be provided ***for at least one (1) year after completion of the contract work.***

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with the Retroactive Date prior to the contract effective date, the Contractor must purchase **"extended reporting"** coverage for a minimum of one (1) year after completion of the contract work.

c. As required above, the Contractor has provided certification of proper insurance coverage to the City and Borough of Juneau. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Lessee to maintain the insurance required by this contract.

Lessee agrees to maintain insurance as follows at all times while this agreement is in effect, including during any periods of renewal:

i. **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 policy shall include Host Liquor Liability coverage. This amount must be at least \$3,000,000 per occurrence, and \$3,000,000 aggregate. **The CBJ will be named as an additional insured on this policy for work performed for the CBJ.**

ii. **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 and Lessee's assignees, and anyone directly or indirectly employed to perform work under this agreement. The Lessee must notify the CBJ 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 million dollars (\$1,000,000) per injury and illness, and one million dollars (\$1,000,000) aggregate. **If the Lessee is exempt from Alaska Statutory Requirements, the Lessee must provide written confirmation of this status in order for the CBJ to waive this requirement. The policy shall be endorsed to waive subrogation rights against the CBJ.**

iii. Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles \$1,000,000 combined single limit coverage. **CBJ will be named as an additional insured on this policy for work performed for the CBJ.**

DRAFT

APPENDIX B: ADDITIONAL LEASE PROVISIONS REQUIRED BY CBJ 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 persons and improvements on the Leased Premises, and failure to so locate shall render Lessee liable as provided by law.

2. APPROVAL OF OTHER AUTHORITIES.

As required by CBJ 53.20.180, the issuance by the CBJ of leases, including this lease, under the provisions of CBJ Title 53 does not relieve Lessee of responsibility for obtaining licenses, permits, or approvals as may be required by the 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:

- 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 at any time.

Subleasing. Lessee shall not assign or sublease any interest in this lease without prior written consent of the CBJ, which consent shall not be unreasonably withheld. Any assignment or sublease without Property Manager or the CBJ prior consent shall, at Property Manager's and CBJ's option, terminate this Lease.

- b. 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 to another non-profit agency, and approved by the 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 the manager.
 - ii. The manager and/or the CBJ may cancel the lease if it is used for any unlawful purpose.

- iii. If Lessee defaults 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 City Code, and should the default continue for thirty (30) calendar days after service of written notice by the CBJ without remedy by Lessee of the conditions warranting default, the CBJ may subject Lessee to appropriate legal action including forfeiture of the lease. No improvements may be removed by Lessee or other persons during any time Lessee is in default.
- 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 wrapper or envelope addressed as hereinbefore provided.
- g. **Entry and Reentry.** In the event that the lease should be terminated as herein provided, or by summary proceedings or otherwise, or in the event that the demised lands, or any part thereof, should be abandoned by Lessee during the term, the CBJ or its agents, servants, or representative, may, immediately or any time thereafter, reenter and resume possession of lands or such thereof, and remove all persons and property therefrom either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages therefore. No reentry by the CBJ shall be deemed an acceptance of a surrender of the lease.
- h. **Re-lease.** In the event that the lease should be terminated as herein provided, or by summary proceedings, or otherwise, the manager may offer the lands for lease or other appropriate disposal pursuant to the provisions of the CBJ code.
- i. **Forfeiture of Rental.** In the event that the lease should be terminated because of any breach by Lessee, as herein provided, any rental payment last made by Lessee shall be forfeited and retained by the CBJ as partial or total damages for the breach.
- j. **Written Waiver.** The receipt of rent by the 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 the 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 the CBJ to enforce the same in the event of any subsequent breach or default. The receipt, by the 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 the 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 the 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 the CBJ.

- k. **Expiration of Lease.** Unless the lease is renewed or sooner terminated as provided herein, Lessee shall peaceably and quietly leave, surrender and yield up to the CBJ all of the leased land on the last day of the term of the lease.
- l. **Renewal Preference.** Any renewal preference granted 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.
- m. **EMINENT DOMAIN.** In the event that the entire Premises are condemned by a public authority, or acquired pursuant to a threat of condemnation, or the extent of the taking is such that the demised Premises are no longer suitable for the conduct of Tenants use, this lease shall terminate as of the date title to the subject property is vested in the acquiring party. All compensation for such taking, whether fixed by agreement of judicial award, shall belong to the CBJ except those portions of the award that are specifically allocated as compensation for actual expenses incurred by Tenant for moving Tenant's personal property and as compensation for the taking of Tenant's personal property and leasehold improvements, which shall belong to Tenant. In the event that a portion of the Premises is condemned or acquired under threat of condemnation but the remaining portion of the demised Premises is suitable for the conduct of Tenant's use, this lease shall not terminate and Landlord shall promptly repair Premises at its own expense in accordance with plans and specifications approved by Tenant. Following such taking, rent shall be abated proportionately according to the square footage of the Premises that were taken and Tenant's ability to continue its business operations in the same manner. In no event shall Landlord be obligated to expend for such repairs any amount in excess of the compensation received from the taking authority. All compensation paid by the condemning authority, whether fixed by agreement or judicial award, shall belong to Landlord except any portions thereof specifically allocated to Tenant as compensation for the taking of Tenant's fixtures of leasehold improvements.
- n. **Removal or Reversion of Improvement upon Termination of Lease.** Improvements owned by Lessee shall, within sixty (60) 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 the 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 the CBJ pro rata lease rentals for the period.

- i. If any improvements and/or chattels not owned by the CBJ and having an appraised value in excess of \$5,000.00, 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 the City and Borough 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 CBJ manager are received, title to such improvements and/or chattels shall vest in the CBJ.
 - ii. If any improvements and/or chattels having an appraised value of \$5,000.00 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, the CBJ.
- n. Rental for Improvements or Chattels Not Removed.** Any improvements and/or chattels belonging to Lessee or placed on the Leased Premises during Lessee's tenure, with or without Lessee's permission, and remaining upon the Leased Premises after the termination date of the lease, shall entitle the CBJ to charge Lessee a reasonable rent therefore.
- o. Compliance with All Laws.** Lessee shall, at Lessee's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances and regulations now in force or that may be subsequently enacted. Lessee warrants that it has obtained and is in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and the CBJ, and shall maintain such compliance during the effective term of this agreement.
- p. 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 lands. The lessee shall not undertake any activity which causes or increases a sloughing off or loss of surface materials of the leased land.
- p. Inspection.** Lessee shall allow an authorized representative of the CBJ to enter the Leased Premises for inspection at any reasonable time.
- q. Use of Material.** The lessee of the surface rights shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoils, or any other materials valuable for building or commercial purposes; provided, however, that material required for the development of the leasehold may be used, if its use is first approved by the manager.
- r. Rights-of-Way.** The CBJ expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of the CBJ to do so. If the CBJ grants an easement or right-of-way across the leased land, Lessee shall be entitled to damages for all

Lessee-owned improvements or crops (if applicable) 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.

s. Warranty. The CBJ does not warrant by its classification or leasing of land that the land 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 land to said use.

t. Lease Rental Credit. When authorized in writing by the manager 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 City and Borough-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 the 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. If Lessee remains in possession of the Leased Premises—without the CBJ’s consent—after this lease’s expiration or termination, the CBJ may pursue all remedies available to it under the laws of the State of Alaska.

2. 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.

3. 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.

4. ENCUMBRANCE OF PARCEL. Lessee shall not encumber or cloud the CBJ’s title to the Leased Premises or enter into any lease, easement, or other obligation of the CBJ’s title without

the prior written consent of the CBJ; and any such act or omission, without the prior written consent of the CBJ, shall be void against the CBJ and may be considered a breach of this lease.

5. VALID EXISTING RIGHT. 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.

6. 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, the CBJ shall have the right to terminate the lease.

7. UNSAFE USE. Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which 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.

8. LIMITED LIABILITY. In no event shall the CBJ be liable to Lessee for any injury to any person in or about the Leased Premises or damage to the Leased Premises or for any loss, damage or injury to any property of Lessee therein or by any malfunction of any utility or other equipment, installation or system, or by the rupture, leakage or overflow of any plumbing or other pipes, including without limitation, water, steam and refrigeration lines, sprinklers, tanks, or drains or similar cause in, about or upon the Leased Premises. None of the CBJ's employees, agents, volunteers, consultants, partners or insurers shall be responsible for any of the liabilities, obligations or agreements of the CBJ under this lease.

9. INDEMNIFICATION. Lessee agrees to defend, indemnify, and hold harmless the CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to Lessee's use of the Leased Premises or Lessee's rights or obligations under this agreement, 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 the CBJ relating to this lease. The obligations of Lessee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. The 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 Lessee has actual notice.

10. SUCCESSORS. This lease shall be binding on the successors, administrators, executors, heirs, and assigns of Lessee and the 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. INSPECTION AND RETENTION OF RECORDS. The CBJ may inspect, in the manner and at reasonable times it considers appropriate, Lessee's records and activities having any relevance to this lease. Lessee shall retain financial and other records relating to the performance of this lease for a period of six years, or until the resolution of any audit findings, claims or litigation related to this lease.

13. CONFLICT OF INTEREST. Lessee warrants that no employee or officer of the CBJ has violated the conflict of interest provisions of CBJ code regarding this agreement. Lessee also warrants that it has not solicited or received any prohibited action, favor or benefit from any employee or office of CBJ, and that it will not do so as a condition of this lease agreement. If the Lessee learns of any such conflict of interest, the Lessee shall without delay inform the CBJ and Borough Attorney or CBJ's representative for this lease agreement.

14. 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 lease 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.

15. 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.

16. 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.

17. WAIVER. Failure or delay by the CBJ to exercise a right or power under this agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the CBJ. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

STAFF REPORT

CITY/BOROUGH OF JUNEAU

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

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

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

SUBJECT: CBJ Christmas Tree & Firewood Harvesting Policy

DATE: November 21, 2022

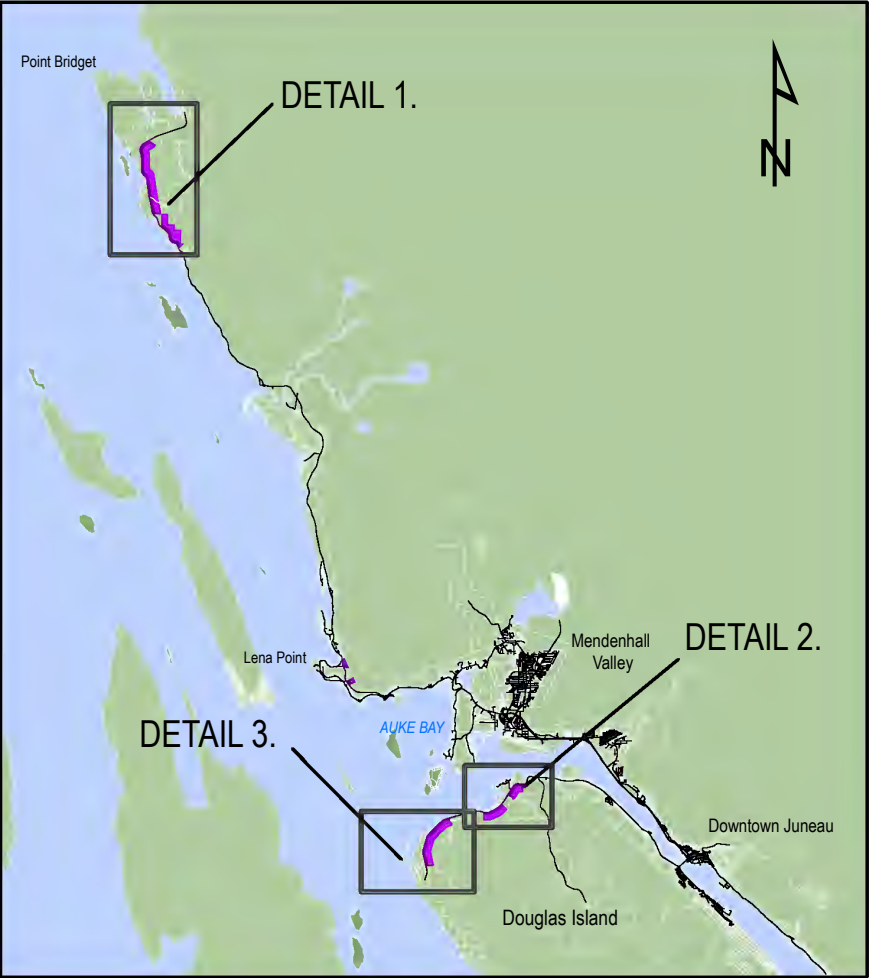
Christmas Tree Policy

The City of Juneau allows a household to remove one live evergreen tree per year from municipal land, designated by the CBJ Wood Cutting Area Map. Households may harvest a Christmas tree between December 1st and December 25th of each year. Trees must be cut at ground level and discarded branches must be scattered around the harvest site. Trees may not be harvested from municipal lands that are used for parks, recreation sites, scenic corridors, schools, residential subdivisions, or public facilities or from any muskeg areas or regions outside of the CBJ Wood Cutting Area Map. No permit is needed to harvest Christmas trees for personal use.

Firewood Policy

For those interested in harvesting trees for firewood this winter, you may do so in the areas designated on the CBJ Wood Cutting Area Map. Trees that are allowed to be harvested for personal use include dead and/or down trees. No permit is required for this use. As indicated in the Christmas tree policy above, trees may not be harvested from municipal land used for parks, recreation sites, scenic corridors, schools, residential subdivisions, or public facilities or from any muskeg areas or regions outside of the CBJ Wood Cutting Area Map.



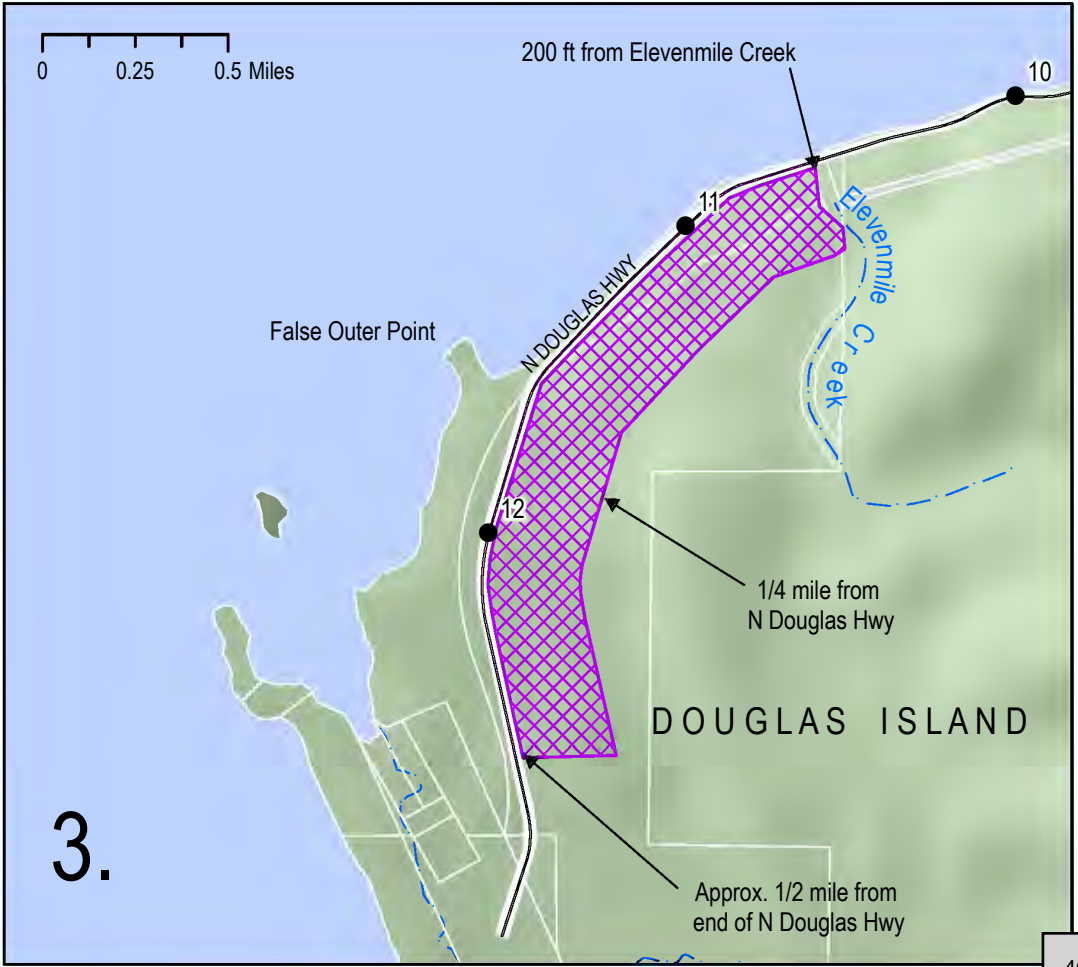
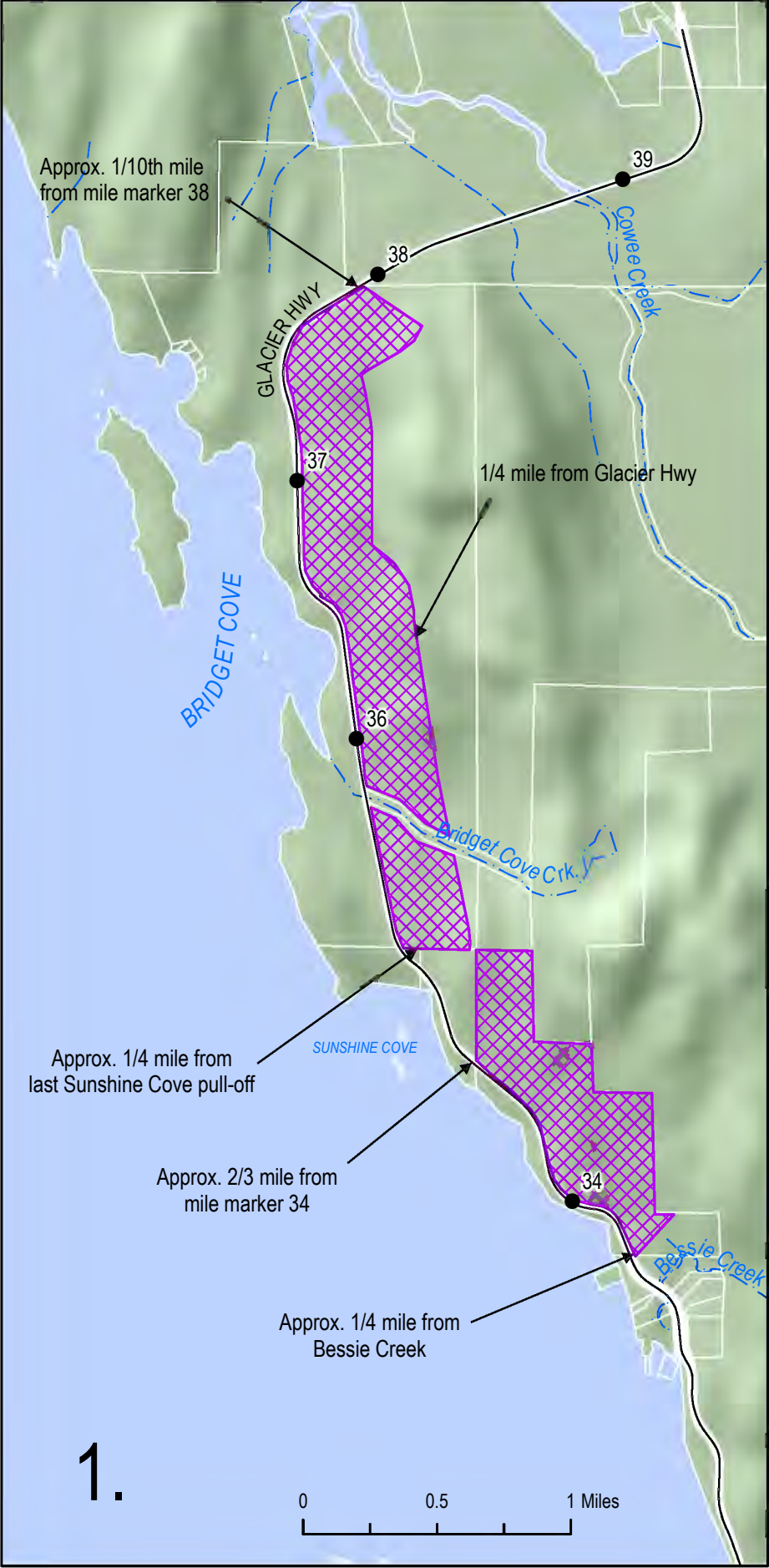
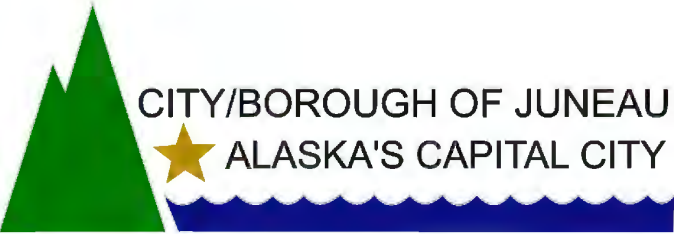


WOOD CUTTING AREA MAP

● Mile Marker

▨ Wood Cutting Area

This map is not a survey quality representation. It is intended for general reference only. The CBJ assumes no responsibility for errors, omissions, or positional accuracy of features on this map.



Assembly Goals 2022

Assembly Goals set at
December 4, 2021 retreat

1. Housing - Assure adequate and affordable housing for all CBJ residents

AA*	Implementing Actions	Responsibility	Notes:
A	P	Revise and improve Title 49 to facilitate housing	Assembly, Planning Commission, Manager's Office, CDD
B	P/F	Implement projects & strategies that advance the goals of the Housing Action Plan	Assembly, Manager's Office Sold the remaining Pederson Hill lots
C	P/F/O	Continue a robust use of the Affordable Housing Fund and its sustainability	Assembly, Manager's Office
D	P/F	Reduce barriers to downtown housing development	Assembly, Manager's Office, CDD

2. Economic Development - Assure Juneau has a vibrant, diverse local economy

AA*	Implementing Actions	Responsibility	Notes:
A	F/O	Update the Comprehensive Plan	Assembly, Planning Commission, Manager's Office, CDD
B	O	Adopt and implement strategies developed by the Visitor Industry Task Force to mitigate impacts & increase economic benefits of tourism	Assembly, Manager's Office, Docks & Harbors
C	P/F/O	Examine options for a tourism governing structure that mitigates impacts & increases economic benefits of tourism	Assembly, Manager's Office, Docks & Harbors
D	P/F/O/S	Implement project strategy for Juneau Economic Plan, including revitalizing downtown, with regular updates	Assembly, Manager's Office Disposed of CBJ property to Franklin Foods Finalized the former HHW property disposal to AKBrewing
E	F	Explore financing for the Capital Civic Center	Assembly, Manager's Office, Finance
F	P/F/S	Support Eaglecrest Summer Operations Task Force & self-sufficiency of Eaglecrest	Assembly, Manager's Office, Eaglecrest
G	P/F	Pursue and plan for West Douglas and Channel Crossing	Assembly, CDD, Planning Commission, Manager's Office

3. Sustainable Budget and Organization - Assure CBJ is able to deliver services in a cost efficient and effective manner that meets the needs of the community

AA*	Implementing Actions	Responsibility	Notes:
A	P/F	Develop strategy for fund balance and protect restricted budget reserve	Assembly, Manager's Office, Finance
B	P/F	Continue to evaluate sales tax structure including equity and evaluate removing sales tax on food	Assembly, Manager's Office, Finance
C	P	Long term strategic planning for CIPs	Assembly, Manager's Office, EPW
D	P/F	Reduce mil rate as appropriate	Assembly, Manager's Office, Finance
E	F/O	Allocate resources to implement Assembly goals	Assembly, Manager's Office, Finance
F	F/O	Maintain Assembly focus on deferred maintenance including BRH and JSD.	Assembly, Manager's Office, EPW, all operating departments with facilities

*Assembly Action to Move Forward: P = Policy Development, F = Funding, S = Support, O = Operational Issue

Assembly Goals 2022

Assembly Goals set at
December 4, 2021 retreat

4. Community, Wellness, and Public Safety - Juneau is safe and welcoming for all citizens

	AA*	Implementing Actions	Responsibility	Notes:
A	P/O/S	Acknowledge and honor Juneau's indigenous culture, place names, naming policy, and recognize Elizabeth Peratrovich Day	Assembly, Manager's Office	
B	P/S	Explore government to government relations with tribes	Assembly, Manager's Office	
C	P/F/O	Examine social service funding levels and process	Assembly, Manager's Office	

5. Sustainable Community - Juneau will maintain a resilient social, economic, and environmental habitat for existing population and future generations.

	AA*	Implementing Actions	Responsibility	Notes:
A	P/O	Develop a zero waste or waste reduction plan	Assembly, Manager's Office, EPW, Finance	
B	P/O	Develop strategy to measure, track and reduce CBJ energy consumption.	Assembly, Manager's Office, all departments	
C	P/O/F	Implement projects and strategies that advance the goal of reliance on 80% of renewable energy sources by 2045	Assembly, Manager's Office, all departments	
D	P/F	Develop a climate change adaptation plan	Assembly, Manager's Office	
E	P/O/F	Develop strategy to reduce abandoned/junked vehicles	Assembly, Manager's Office, EPW, Law, P&R, D&H	
*Assembly Action to Move Forward: P = Policy Development, F = Funding , S = Support, O = Operational Issue				

Dan Bleidorn

From: Maureen Conerton <conerton.maureen@gmail.com>
Sent: Thursday, November 24, 2022 12:00 AM
To: Dan Bleidorn
Subject: Telephone Hill

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

Dan,
I was hoping to meet with you in person because it just seemed like the right thing to do but I also don't want to leave you hanging.

After meeting with a lawyer to go over the draft lease, Rachel, David and I decided to dissolve THNNMC as of December 31, 2022. We just can't do it any longer - even if the insurance hurdle (etc.) could be overcome. Rachel and I are full time caregivers with increasing responsibilities. David has health issues. Our average age is 70. We are maxed out.

We all love the Hill. We really wanted to make this happen with the city but just can't do it anymore.

My hope is the city will sign individual leases with the renters until we can find other housing. If I can help you with that or anything please let me know.

Sincerely,
Maureen Conerton

Sent from my iPad