



ASSEMBLY LANDS HOUSING AND ECONOMIC DEVELOPMENT AGENDA

December 19, 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 28, 2022 Draft Minutes

1. November 28, 2022 Draft Minutes

F. AGENDA TOPICS

2. Goldbelt and CP Marine Application for a Land Trade

3. Ordinance 2023-03 An Ordinance Amending the Private Shared Access Requirements of the Land Use Code, Title 49, Related to Maximizing Residential Density.

4. Ordinance 2022-65 An Ordinance Authorizing the Eaglecrest Ski Area to Enter Into a Franchise Agreement with Mountain Lift, LLC, for Coffee and Baked Goods Service.

5. Harris Homes LLC Request to Purchase City Property

G. STAFF REPORTS

6. Mendenhall Valley Air Quality Program

H. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

I. STANDING COMMITTEE TOPICS

7. Telephone Hill Updates

J. NEXT MEETING DATE - January 23, 2023

K. ADJOURNMENT

ADA accommodations available upon request: Please contact the Clerk's office 36 hours prior to any meeting so arrangements can be made for closed captioning or sign language interpreter services depending on the meeting format. The Clerk's office telephone number is 586-5278, TDD 586-5351, e-mail: city.clerk@juneau.org.

ASSEMBLY LANDS HOUSING AND ECONOMIC DEVELOPMENT MINUTES

November 28, 2022 at 5:00 PM

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<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
 - Members Absent:** none
 - Liaisons Present:** Chris Mertl, Parks and Recreation
 - Liaisons Absent:** Lacey Derr, Docks and Harbors; Mandy Cole, Planning Commission
 - Staff Present:** Dan Bleidorn, Lands Manager; Roxie Duckworth, Lands & Resources Specialist; Joseph Meyers, Housing & Land Use Specialist; Rorie Watt, City Manager
- D. **APPROVAL OF AGENDA** – approved as presented, no changes
- E. **APPROVAL OF MINUTES** – November 7, 2022 Draft Minutes, approved as presented, no changes
- F. **AGENDA TOPICS**

Juneau Affordable Housing Fund – 2022 Funding Recommendations

Mr. Meyers and Mr. Bleidorn discussed this topic.

Mr. Bryson asked about the Juneau Housing First and the Brave Enterprises requests both seem like worthy projects, if staff could elaborate on why they were not advanced. Mr. Meyers replied that Juneau Housing First had a great application and the amount of funding that they had committed was zero dollars. They provided estimates based on funding that they received in the past for earlier phases, but the issue for the committee for this application was the committed funding. For the Brave Enterprises application, there were some concerns with the depth of the application as we are looking for plans that are more complete and more in depth experience. Mr. Bleidorn added to that, as part of the review committee, they also requested funding last year. This year their application was closer to the point where they ranked higher on our list than it did last year and I think, as they continue to move forward, by next year they might be in a spot where they are going to be ranked higher up on the list.

Mr. Bryson commented that he is on the Juneau Housing First Collaborative Board of Directors but does not believe there is any conflict.

Mr. Mertl commented that he is a paid consultant for the Tlingit-Haida Regional Housing Authority but as a liaison, he is a nonvoting member of this committee and should have not any conflict. He asked what as the difference between the average score between Rooftop and Housing First, if there was any. What was the defining thing that made one rise to the top, and one not quite make it, was there anything more specific? Mr. Meyers replied that the thing that would tip the scales would be the committed funding for the project, and I think that since they are so close, that was one of the things that the review committee saw as rating one higher than another. Mr. Bleidorn added that the fact that Rooftop Properties is going to be a loan request, so that funding will come back to the housing fund where the Housing First application is an early stage grant request, and they are looking to use the city funds to build other contributions in the future, so it would not be developed quickly.

Mr. Bryson moved that the Lands, Housing, and Economic Development Committee recommend funding for the four applications, AWARE, Tlingit-Haida Regional Housing Authority, Rooftop Properties LLC, and St. Vincent de Paul, and forward to the Assembly for final approval. Motion passed no objections.

Telephone Hill Pending Lease Request

Mr. Bleidorn discussed this topic. Mr. Watt commented that looking at the intent of the lease with the late breaking news that the Neighborhood Association wants to dissolve itself, we want to keep the same intent. He proposed a new motion, which would start the same as the one at the bottom of packet page twenty-five, “staff request Lands, Housing, and Economic Development Committee provide a motion of support for the City Attorney to draft any legislation necessary that achieves the intent of the attached lease, including the hiring of a property manager and potential of individual leases.” We want to achieve the same thing, we understand the Neighborhood Association has different needs and not wanting to be the Neighborhood Association is something that I can appreciate. We do want to achieve our soft landing for the residents on the Hill, and we want to do that in a way that is rational for CBJ. I know Mr. Bleidorn does not have the time to administer seventeen individual leases; therefore, we are going to need to hire a property manager to help us do that, which will be helpful. It will be a bit of a time burden and a cost, but I think that is just the cost of transition to get that property. Depending on how that plays out, it may make sense for us to tender the manager to lease out, or maybe have the property manager facilitate individual leases back to us, or maybe something else and we just do not quite know what the details are yet. The goal would be to maintain the status quo for the residents on the Hill until July 31 and achieve the legislation necessary, so that when the State transfers the property over to us we have the authority to do the things that we need to do.

Mr. Bryson asked if putting out an RFP would be the simplest way to acquire a property manager, or does the city use a property manager for some of our other leases. Mr. Watt replied that normal municipal procurement practice would be to put out an RFP, which can be a slow process, somebody would have to draft the RFP; we would have to advertise it for twenty-one days, and put ads in all the usual media places. I think in this instance, we have a section of the procurement code where we can declare a Class Two Emergency, so something that is not so severe that it is catastrophic, but it is a legitimate reason to wave the normal procurement process. We would work with the Purchasing Officer and find an expedited way to find a property manager that has time to deal with the issue for us and get them under contract.

Mr. Mertl asked if the intent is to still execute this lease or a similar contract that is in the packet and is it of help to provide comments to that now. Mr. Bleidorn replied that the lease is an option but comments for the draft lease in the packet may not be necessary at this point, as it is probably going to change. It will be used as a template to come up with something for individual leases.

Mr. Bryson moved that the Lands, Housing, and Economic Development Committee provide a motion of support for the City Attorney to draft an ordinance for this lease and any legislation necessary for the City Manager to complete this lease. Motion passed no objections.

G. STAFF REPORTS**CBJ Christmas Tree & Firewood Harvesting Policy**

Mr. Bleidorn discussed this item.

Mr. Bryson ask how many citizens participate in free Christmas tree harvesting or firewood harvesting, does the city have any stats on how many people take advantage of this program. Mr. Bleidorn replied that people do not need to tell us when they harvest a Christmas tree; they just go and do it on their own as long as they are following the rules. That being said, probably about six or seven years ago, we had a public outreach event where the city and some forest service reps got together on Douglas, went out, harvested a few Christmas trees with people to show them what to do. There was a handful of people at that event. Mr.

Bryson asked if the city could plan another of those events, perhaps for next year. Mr. Bleidorn replied that could be something to consider in the future.

Mr. Mertl asked if this policy remains unchanged from previous years. He clarified his comment to add that there are several creeks within these cutting areas, and was looking for an update that had additional description about staying out of these riparian zones, and maybe a setback for Fish Creek with two hundred feet. These are sensitive, high-value landscapes, and if we can be a little more prescriptive about them or put some sort of note asking people to stay away and not cut out of riparian areas. Mr. Bleidorn replied that definitely with the next round of amendments to this it would also include updated maps. I think since the last time we have updated it we can get a little more creative with our mapping technology these days. We may also look at updating the dates to allow for tree harvesting the day after Thanksgiving.

H. STANDING COMMITTEE TOPICS

LHED Committee Goals – no updates. Chair Hughes-Skandijs commented that the assembly is preparing to go into their retreat and would like to review the goals and keep this item as a standing topic.

I. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS – No comments

J. NEXT MEETING DATE - December 19, 2022

K. SUPPLEMENTAL MATERIAL

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

L. ADJOURNMENT – meeting adjourned at 5:24pm

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: Goldbelt and CP Marine Application for a Land Trade
DATE: December 14, 2022

Goldbelt, Inc. and CP Marine Inc. completed an application proposing a land trade near the Seadrome Building to develop a new visitor oriented building in support of the Juneau tourism market. This property is managed by the Docks & Harbors Department. According to Port Director Uchtyl, "the patchwork of CBJ owned versus Goldbelt owned property is readily apparent. The existing parcels are limiting to both CBJ and to Goldbelt for future development. The proposal to consolidate parcels in a coherent fashion will benefit both parties." On August 25th, 2022, the Docks & Harbors Board supported Goldbelt's request with the following motion: "Direct staff to initiate an appraisal and establish a process to coordinate Docks & Harbors interests with Goldbelt's efforts to develop the Seadrome property."

The Land Management Plan designates this property and all waterfront property and tidelands as properties to retain but the Plan also states, "Parcels under their jurisdiction will not be discussed in detail in this plan because money generated from those properties is directed back to the respective enterprise funds. Additionally, specific master plans for these departments will guide their disposal methods and timing." Even still, in order for this land trade to move forward the Assembly will be required to update the Land Management Plan to reflect this property as available for disposal.

If the Committee provides a positive motion this application will be reviewed by the Assembly as New Business. There will also be a Planning Commission review for both the land trade and the Plan amendment will be included. The intention is to move forward with investigating the land trade and for the remaining large parcel to continue to be designated as retain. If a land trade moves forward, terms and conditions would be approved by the Assembly by an ordinance.

Staff requests that the Lands, Housing, and Economic Development Committee provide a motion of support to negotiate with Goldbelt and CP Marine on a land trade.



Port of Juneau

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

From: Port Director

To: Docks & Harbors Board

Via: Docks & Harbors Operations-Planning Committee

Date: November 4th, 2022

Re: ASSEMBLY AUTHORITY FOR NEGOTIATED LAND SALE

1. Docks & Harbors has been approached by two separate private entities requesting consideration to acquire CBJ owned land which is managed under Docks & Harbors. The next steps are to conduct appraisals and begin negotiations allowing the transitions to be considered and acted upon.
 - a. Goldbelt, Inc is proposing an exchange of parcels near the Seadrome Building to develop a new visitor oriented building in support of the Juneau tourism market. On August 25th, 2022 the Board approved Goldbelt's request with the following motion: "Direct staff to initiate an appraisal and establish a process to coordinate Docks & Harbors interests with Goldbelt's efforts to develop the Seadrome property."
 - b. Hansen-Gress has applied to the CBJ Lands & Resources Office to purchase CBJ owned tide lands which are managed by Docks & Harbors. On August 25th, 2022 the Board approved Hansen-Gress request with the following motion: "To advance the Hansen-Gress proposal that includes easements for future Docks & Harbors development as well as first right of refusal on the consolidated land and building sale as well as the evaluation of property by Docks & Harbors contracted appraiser that assumes the property as a single lot." At the September 26th Assembly LHED meeting, that Committee recommended the Assembly to "work with the original proposer in accordance with city Code 53.09.260."
2. The Hansen-Gress application has progressed through the Assembly and does not require action from the Board at this time. Goldbelt's request does require Board and Assembly authorization to move forward. Title 53 allow several options in disposing of CBJ lands: (1) auction sale, (2) over-the-counter sales, (3) sealed competitive bids or (4) by negotiated sale. 53.09.260 outlines the requirements for direct negotiated sale and specifies that the Assembly

approve that option by motion.

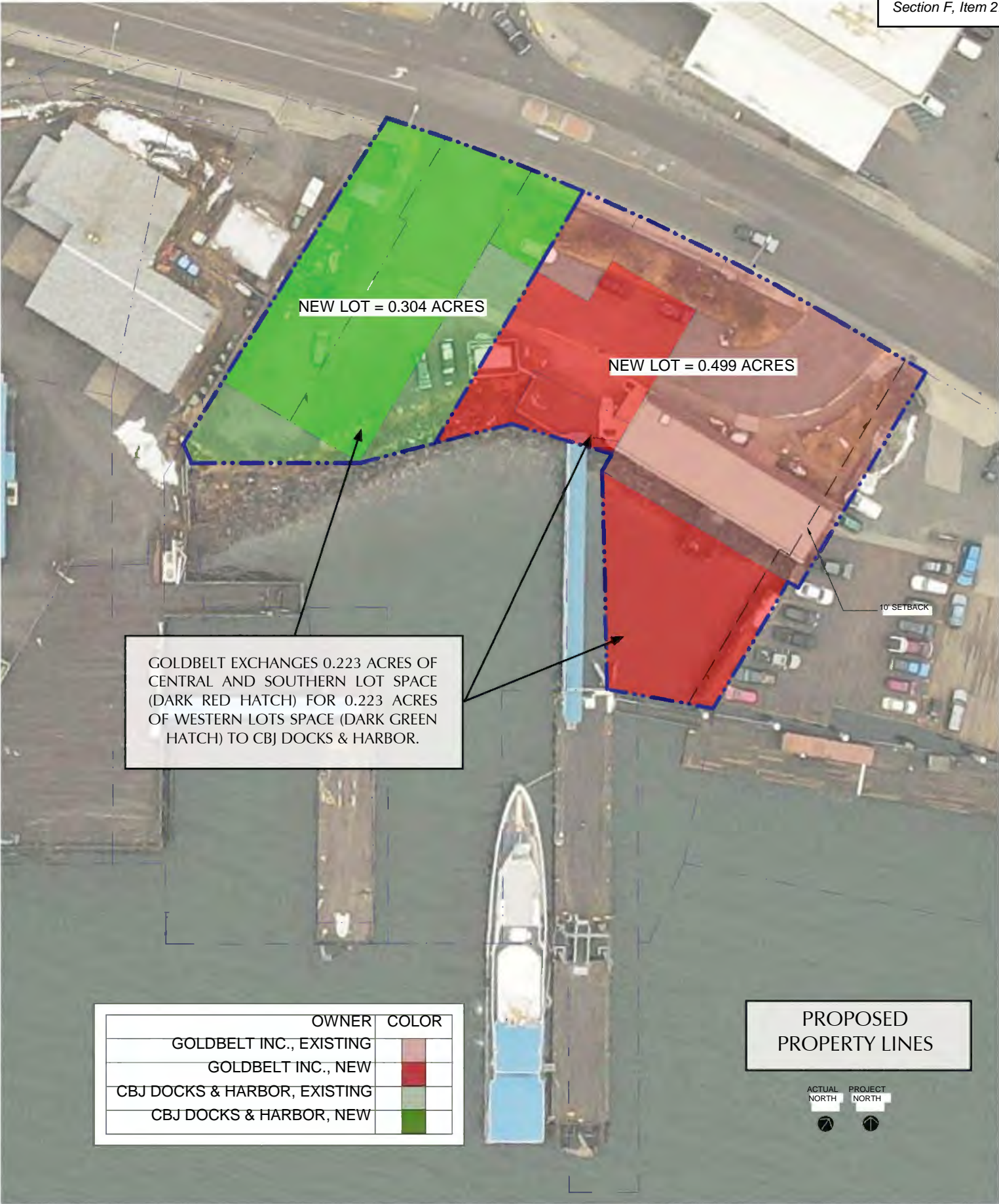
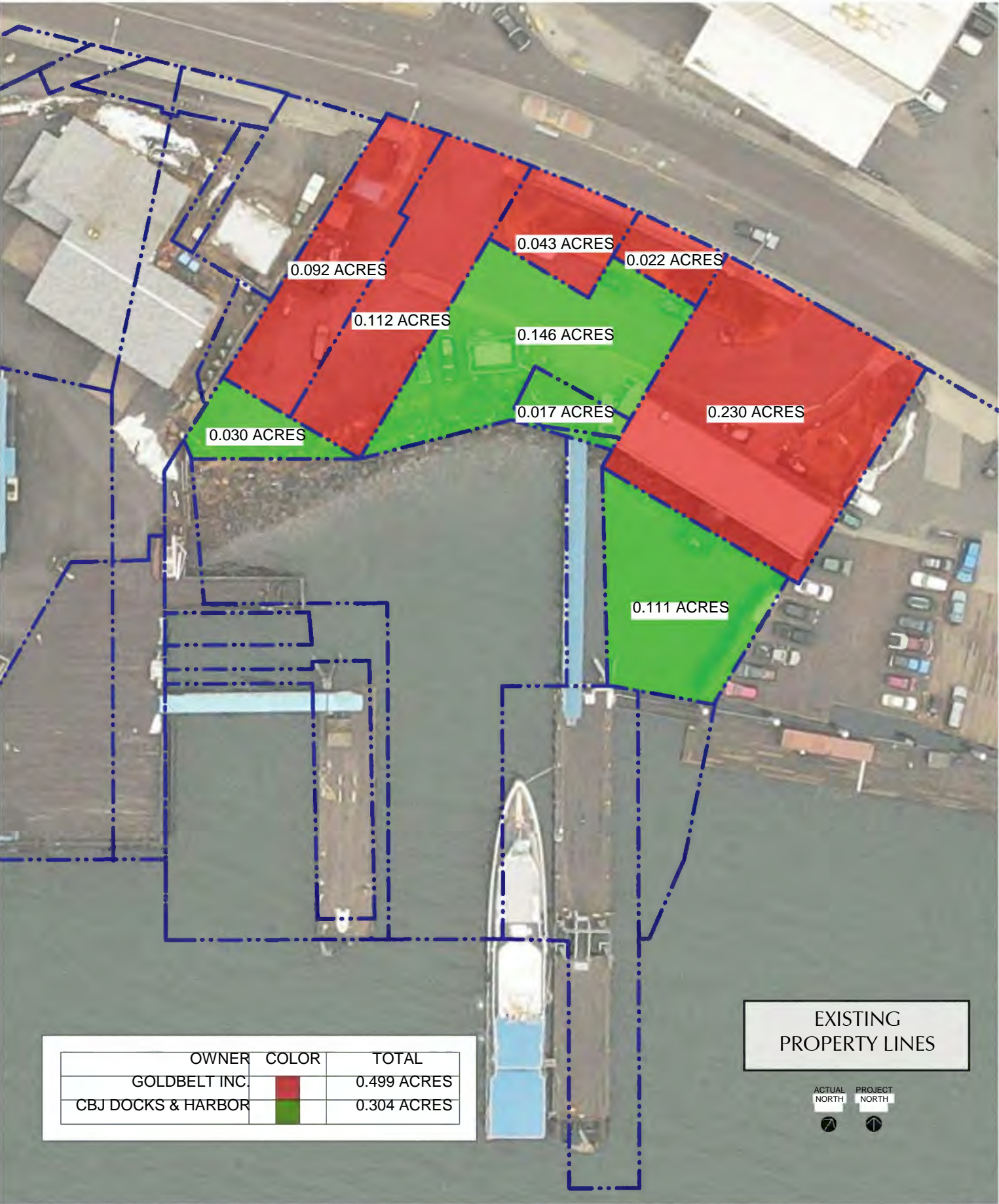
53.09.260 - Negotiated sales, leases, and exchanges.

(a)Application, initial review, assembly authority to negotiate. Upon application, approval by the manager, and payment of a \$500.00 fee, a person or business entity may submit a written proposal to lease, purchase, exchange, or otherwise acquire City and Borough land for a specified purpose. The proposal shall be reviewed by the assembly for a determination of whether the proposal should be further considered and, if so, whether by direct negotiation with the original proposer or by competition after an invitation for further proposals. Upon direction of the assembly by motion, the manager may commence negotiations for the lease, sale, exchange, or other disposal of City and Borough land.

3. Enclosure (1) was provided in the Goldbelt presentation on August 25th. The patchwork of CBJ owned versus Goldbelt owned property is readily apparent. The existing parcels are limiting to both CBJ and to Goldbelt for future development. The proposal to consolidate parcels in a coherent fashion will benefit both parties. It is appropriate that the land exchange discussions be continued with Goldbelt exclusively and that direct negotiations be authorized in accordance with 53.09.260.
4. I propose the Board make the following motion: To recommend the Assembly authorize direct negotiations with Goldbelt in accordance with 53.09.260 for a potential land exchange at the Seadrome property.

#

Encl: (1) Seadrome Property Map





City and Borough of Juneau Land u Purchase Applicants

[← Go back u](#)

Applicant Information u

CP Marine, LLC

Mailing Address: 3025

Clinton Drive Juneau, AK
99801

Legal Representative: Steven Sahlender **Phone:** (907) u
790-1440 **Email:** steven.sahlender@goldbelt.com

CBJ Land Information

Site Address: 76 Egan Drive

Legal Description: ATS 3 FR TIDELANDS ADDITION L, ATS 3 FR

Map: [p Link](#)

Have you mailed the \$500.00 filing fee?: Not Yet u

Provide a brief description of your proposal:

This is an application on behalf of Goldbelt, Inc. in regard to a proposed land swap with J: Docks and Harbors at 76 Egan Drive (Seadrome Facility). In exchange for Goldbelt owned parcels of land at this same address, we are seeking ownership of the J owned properties of ATS 3 FR TIDELANDS ADDITION L (referred to as LOT 3/4 in the attached pdf), and ATS 3 FR (referred to as LOT 5). u

[Delete Entry u](#)

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(907) 586-0757
Jill.Maclean@juneau.org
www.juneau.org/CDD
155 S. Seward Street • Juneau, AK 99801

December 16, 2022

MEMO

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

From: Jill Maclean, Director, AICP

RE: Ordinance 2023-03 vLHED1 An Ordinance Amending the Private Shared Access Requirements of the Land Use Code, Title 49, Related to Maximizing Residential Density

Purpose

The attached ordinance speaks to requests made by Assembly members post the Assembly retreat held on December 11, 2022. Several adjustments have been proposed to address maximizing density when using Private Shared Access.

The Purpose statement of the ordinance is amended to read:

Shared access serving four or fewer lots without frontage on a right-of-way may be constructed within a private easement consistent with this division. Shared access is intended to provide an alternative access standard for subdivisions in which public streets are not practical and to maximize residential density through infill development. Shared access is not intended to result in a large lot with multiple buildable residential sites. (Underlined is new verbiage)

Several other revisions suggested by assembly members have been incorporated (see attached ordinance). Further recommendations from CDD staff and the Title 49 Subcommittee are not included in this draft, such as increasing the number of lots permissible from four to five or seven, and relaxing the lot size for lots situated along arterials.

Under current code, if a landowner wants to subdivide their property, each resulting lot must meet the D1 standard lot size (36,000 sq. ft.) regardless of the underlying zoning district because it is located on an arterial. Glacier Highway, North Douglas Highway, and Mendenhall Loop Road are examples of arterials. Therefore, in order to subdivide a lot on North Douglas Highway, the proposed lots must be at least 36,000 sq. ft. in size exclusive of the private shared access, regardless of the lot being zoned D5 and having a minimum lot size of 5,000 sq. ft.

Recommendation

Staff recommends that the LHEDC continue to work with CDD to further improve this code section, and recommends that the LHEDC forward Ordinance 2023-03 vLHED1 to the full Assembly for adoption.

Presented by:
Presented:
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2023-03 vLHED1

An Ordinance Amending the Private Shared Access Requirements of the Land Use Code, Title 49, Related to Maximizing Residential Density.

WHEREAS, the 2017 Housing Action Plan identified a noticeable lack of available housing, especially affordable and workforce housing for first-time home buyers;

WHEREAS, the community needs land use regulations that encourage infill development and efficient use of land to encourage development of affordable and workforce housing;

WHEREAS, land use regulations that allow or encourage low-density residential development, such as one house per five acres in the urban service area, harm the community;

WHEREAS, the private shared access requirements, CBJC 49.35.260-263, need to be amended to prohibit low density development when the land is reasonably developable for higher density housing; and

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

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City and Borough of Juneau Municipal Code.

Section 2. Amendment of Section. CBJ 49.35.260 is amended to read:
49.35.260 Purpose.

Shared access serving four or fewer lots without frontage on a right-of-way may be constructed within a private easement consistent with this division. Shared access is intended

1
2 to provide an alternative access standard for subdivisions in which public streets are not
3 practical and to maximize residential density through infill development. Shared access is not
4 intended to result in a large lot with multiple buildable residential sites.
5

6 **Section 3. Amendment of Section.** CBJ 49.35.262 is amended to read:
7
8 **49.35.262 Standards.**

- 9 (a) *Agency review.* The director shall forward the complete application to the fire department
10 and to the engineering and public works department for review.
- 11 (b) *Approval criteria.* The director may approve a subdivision, with or without conditions, that
12 has a shared access if all of the following criteria are met:
- 13 (1) The shared access will be located in a private easement completely on the lots served.
 - 14 (2) The shared access serves four or fewer lots.
 - 15 (i) If a subsequent common wall residential subdivision is intended to be served by
 - 16 shared access, the common wall parent lot shall count as two lots.
 - 17 (3) The shared access does not endanger public safety or welfare.
 - 18 (4) The shared access complies or can be improved to comply with the emergency service
 - 19 access requirements of CBJ 19.10.
 - 20 (5) The use of each lot served by the shared access shall be limited to one single-family,
 - 21 including a duplex residence if permissible, and an accessory apartment.
 - 22 (6) The total average daily trips resulting from the subdivision shall not exceed 70.
 - 23 (7) Shared access is only allowed in RR, ~~and~~ D-1, D-3, D-5, and D-10 SF zoning districts
 - 24 defined by CBJ 49.25.210.
 - 25

- 1
- 2 (8) Shared access is prohibited if the subdivision abuts a parcel that does not have
- 3 alternative and practical frontage on a publicly maintained right-of-way.
- 4 (9) The portion of the shared access in the right-of-way shall be paved or surfaced with
- 5 materials consistent with the adjacent public roadway. The length of the portion of the
- 6 shared access in the right-of-way shall consist of a minimum two-foot apron or as
- 7 required by the governing agency of the right-of-way.
- 8
- 9 (10) Lots must meet the minimum standards for the ~~zone~~ zoning district according to the
- 10 table of dimensional standards excluding the shared access easement. A buildable area
- 11 must exist without the need for a variance.
- 12 (11) Lots are the smallest reasonable size for development of a single family residence per lot
- 13 considering the zoning district, the dimensions of the parent parcel, access location,
- 14 topography, drainage, and other similar development factors.
- 15 (c) *Approval process.*
- 16 (1) Upon preliminary plat approval by the director, the applicant shall construct the shared
- 17 access pursuant to the corresponding standard in Table 49.35.240 for a roadway with
- 18 zero to 70 average daily trips. A financial guarantee cannot be used as a condition of
- 19 construction.
- 20
- 21 (2) The shared access easement shall be recorded.
- 22 (3) The following shall be noted on a plat or in a recorded decision that contains a shared
- 23 access:
- 24 (i) The private easement is for access, drainage, and if applicable utilities, and shall be
- 25 specifically identified.

- (ii) The owner(s) of the lots served by the private access easement acknowledge the City and Borough is not obligated and will not provide any maintenance or snow removal in the private easement.
- (iii) The owner(s) of the lots served by the private access easement shall be responsible and liable for all construction and maintenance of the shared access from the edge of the publicly maintained travel lane.
- (iv) Except a subsequent common wall subdivision depicted on this plat, the lots served by the private access easement are prohibited from subdividing unless the access is upgraded to a public street, dedicated to, and accepted by the City and Borough.
- (v) Owner of a lot served by the private access easement shall automatically abandon all rights to and usage of the private access easement except for utilities, if any, if a publicly maintained street serves that lot.
- (vi) A lot with frontage on a collector or arterial ~~public~~ street and on the shared access is prohibited from having vehicular access to the collector or arterial ~~the public~~ street except through the shared access. A lot with frontage on a street other than an arterial or collector, may have a separate and additional access if approved by the government entity that controls the right-of-way.

Section 4. Amendment of Section. CBJ 49.35.263 is amended to read

49.35.263 Other shared access requirements.

(a) If a shared access is approved, the applicant must apply for and receive a right-of-way permit to construct the shared access.

- (b) If the director determines that a street sign is required for a health, safety, or welfare reason, the applicant shall install a street sign provided by the City and Borough at the applicant's expense.
- (c) The front yard setback shall be measured from the shared access easement. Except, the front yard setback for a lot with frontage on a public street shall be measured from the public right-of-way and not the shared access.
- (d) The width of the shared access easement may be reduced down to a width of 30 feet ~~up to 20 feet~~ if the director finds there is sufficient area for the provision of utilities, drainage, snow storage, and that it is unlikely for the shared access easement to expand in the future to a public street.
- (e) The director shall determine the placement location of mailboxes. The director may require additional improvements and design changes to enable efficient mail delivery and minimize traffic interferences.
- (f) The standards identified in this article do not apply to any preexisting shared access previously permitted by the department.

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

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

This ordinance would authorize the Eaglecrest Ski Area to enter into a franchise agreement for a coffee shop in the Fish Creek Lodge. Normally, the CBJ would use the lease process for this type of arrangement, but the federal Land and Water Conservation Fund prohibits the CBJ from issuing leases at Eaglecrest. However, the CBJ can grant a franchise for a coffee shop concessionaire by ordinance. After soliciting statements of interest, the current vendor, Mountain Lift LLC, was the only respondent. This ordinance would allow Mountain Lift LLC to operate the coffee shop for five winter seasons.

The Manager recommends the Assembly introduce this ordinance, refer it to the Lands, Housing, and Economic Development Committee, and schedule it for public hearing at the next regular Assembly meeting.

Presented by: The Manager
Presented: 12/12/2022
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-65

An Ordinance Authorizing the Eaglecrest Ski Area to Enter Into a Franchise Agreement with Mountain Lift, LLC, for Coffee and Baked Goods Service.

WHEREAS, in 1975 and 1983, the federal Land and Water Conservation Funds were used to develop Eaglecrest Ski Area, which imposed permanent restrictions prohibiting conversion of any property interest, like a lease, to private use, *see* 54 U.S.C.A. § 200305(f)(3); 36 C.F.R. § 59.3; LWCF Financial Assistance Manual at page 103 (3/11/2021); and

WHEREAS, the CBJ Charter allows the Assembly to authorize franchises by ordinance, CBJ Charter 5.2(c); and

WHEREAS, Black’s Law Dictionary defines franchise as “To grant (to another) the sole right of engaging in a certain business or in a business using a particular trademark in a certain area.”; and

WHEREAS, the Eaglecrest Ski Area solicited statements of interest for the Eaglecrest Coffee Concessionaire (23-206), and only received one response from the current vendor, Mountain Lift, LLC; and

WHEREAS, CBJ staff contacted other coffee shop vendors who did not express an interest in the Eaglecrest Coffee Concessionaire opportunity; and

WHEREAS, the following franchise authorization is in the best interest of the public.

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

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

Section 2. Franchise terms. The franchise is subject to the following essential terms:

- (a) **Application of 11 CBJAC 07, Commercial Use of Eaglecrest Ski Area.** The provisions of 11 CBJAC 07.010-100 apply to this franchise authorization in addition to the following provisions except when in conflict with a provision of this ordinance.
- (b) **Authorized location.** Vendor is authorized to use that portion of the Eaglecrest Lodge currently designated by the Ski Area Manager for “Coffee and Baked Goods” services, which is located on the first floor of the Eaglecrest Lodge. “Coffee and baked goods” includes drinks and

1 foods customarily available at a coffee shop, like coffee, tea, and other made-to-order and
2 packaged drinks.

3 (c) **Kitchen and restrooms.** Vendor may use restrooms and water from the kitchen. The
4 vendor may also use the kitchen on “off hours” if agreed to by the Ski Area Manager and
5 vendor. “Off hours” being defined as hours when the kitchen is not being used by Eaglecrest
6 staff for preparation or service of food to Eaglecrest users.

7 (d) **Communication system.** Vendor may use of the Eaglecrest telephone system for credit
8 card transactions.

9 (e) **Term.** Each franchise term is one year, terminating on October 1. Vendor may request to
10 renew this franchise authorization annually by sending written notice to the Ski Area Manager
11 by September 15, which shall be granted so long as the vendor is in good standing and a
12 renewal is in the best interest of Eaglecrest Ski Area as determined by the Board of Directors.
13 This franchise authorization is effective for a maximum of five winter seasons expiring October
14 1, 2027, with an annual renewal option.

15 (f) **Revocation.** This franchise authorization is revocable upon violation of any of terms of
16 this ordinance or upon failure to comply with other applicable permits, laws, and regulations.

17 (g) **Compliance with other laws and regulations.** Vendor shall comply with all applicable
18 City and Borough of Juneau, State of Alaska, and federal permits, laws and regulations,
19 including CBJ Conditional Use Permit USE2005-00060. Vendor shall ensure compliance and is
20 responsible with this franchise authorization by Vendor’s agents, employees, customers, and
21 guests.

22 (h) **Insurance.** Vendor shall maintain insurance for the risk and the amounts specified
23 below, and shall supply the CBJ Risk Manager—who may modify these requirements on an
24 annual basis when in the best interest of the CBJ—with current certificates of insurance:

- 25 (i) \$2,000,000 in commercial general liability insurance (aggregate) and \$1,000,000 (per occurrence), naming the CBJ as additional insured.
- (ii) Proof of vehicle insurance.
- (iii) Workers compensation insurance, if there are any employees. The policy must include employer’s liability coverage of \$1,000,000 per injury and illness, and \$1,000,000 policy limits. This policy shall be endorsed to waive subrogation against CBJ.

(i) **Indemnity.** Vendor agrees to indemnify, defend, and hold harmless the City and Borough of Juneau from any and all claims for injury and damage to persons or property related to or arising out of the Vendor’s activities unless such injury or damage is caused by the gross negligence of the City and Borough of Juneau, its agents, employees, officers, or anyone acting on its behalf.

1 (j) **Hours of Operation.** Vendor must operate the business every weekend day and holiday
2 that Eaglecrest is open during the winter. The business will be available from 8:30am until one-
3 half hour after the chairlifts close. Vendor may operate other hours as approved by the Ski Area
4 Manager.

5 (k) **General Permit Fees.** Vendor must pay 10% of net sales (defined as gross sales minus
6 sales tax) on all sales in excess of \$200 per day.

7 (l) **Fees Charged By Vendor.** Pursuant to 11 CBJAC 07.040(b)(3)(A), Vendor must submit
8 to the Ski Area Manager a schedule of fees and charges to customers prior to the beginning of
9 each ski season.

10 (m) **Monthly Revenue Reports.** Vendor must submit to the Ski Area Manager a complete
11 revenue report detailing the gross revenues for each month of operation. Reports are due on or
12 before the last day of the following month. (For example, the February 2023 report will be due
13 on or before March 31, 2023). Reports shall contain a breakdown of the gross receipts by the
14 activity which produced such receipts.

15 (n) **Audit and Inspection of Records.** The CBJ may once per annual term cause an audit
16 of Vendor's gross revenues to be made by a Certified Public Accountant of the CBJ Finance
17 Director's selection or a CBJ auditor. If the audit reports that less gross revenues were reported
18 by the Vendor in a given year period than were actually received, Vendor shall bear the cost of
19 the audit and remit the amount of the underpayment to the Eaglecrest Ski Area. Otherwise,
20 the Eaglecrest Ski Area shall bear the cost of the audit. The Eaglecrest Ski Area shall have the
21 right at all reasonable times during the term of this franchise authorization, upon 10 days
22 written notice, to inspect, review, and copy, records of Vendor that are necessary to verify
23 Vendor's compliance with its fee obligations.

24 (o) **Ownership, Maintenance and Removal of Improvements.** All improvements
25 installed by Vendor are the property of Vendor. Vendor shall keep Vendor's improvements in
neat, clean, sanitary and safe condition. Vendor must remove improvements on or before the
date of permit expiration, or within 30 days after permit termination. At any time during the
term of this franchise authorization, upon Vendor's consent, Eaglecrest Ski Area may purchase
the improvements or consent to allow improvements to remain on site after expiration or
termination.

(p) **Taxes and Impositions.** During the term of this franchise authorization, Vendor shall
pay all CBJ taxes which may be imposed or assessed, including tax on sales and services and
business personal property. Nothing in the preceding sentence shall affect Vendor's legal rights
to appeal any tax imposed or assessed on it by CBJ.

(q) **Permit Transfer.** Pursuant to 11 CBJAC 07.030(e), business may only be conducted
under this franchise authorization by Vendor, Mountain Lift, LLC, and this franchise
authorization may not be sold, assigned, leased, rented, mortgaged or otherwise transferred
unless Vendor's entire business interest in Mountain Lift, LLC is transferred to another party.
The Vendor or the transferee shall submit a written application which shall be approved if

1 application satisfies all of the reasonable requirements applicable to an original application. No
2 credit will be given to the transferee for any permit payments made to CBJ by the Vendor.

3 (r) **General Operating Requirements.** Pursuant to 11 CBJAC 07.080(b), Vendor is
4 responsible to the CBJ for their actions and those of agents, employees and customers while
engaged in franchise authorization activities, and the following operating requirements apply to
the permit unless otherwise addressed:

- 5 (i) Vendor will keep the permitted area clean at all times and will employ persons who
meet or exceed food safety handler standards.
- 6 (ii) Signs may be posted in accordance with CBJC 49.45 *et. seq.* and with the Ski Area
7 Manager's written permission and Board of Director approval, which must not be
unreasonably withheld.
- 8 (iii) The Vendor must promptly notify the Ski Area Manager of any accident, injury, or
claim relating to the franchise activity.
- 9 (iv) Vendor shall promptly dispose of all litter found on and near the authorized
location.
- 10 (v) All vehicles under the control of the Vendor shall be lawfully operated and parked
11 while the Vendor is engaging in franchise activities. The Vendor is responsible for
following all parking restrictions and requirements.

12 (s) **Casualty.** Should the authorized location be destroyed or so badly damaged by fire or
13 other casualty during the initial term or any renewal term of this franchise authorization
making the premises unusable for the intended purposes, the franchise authorization is
14 terminated.

15 (t) **Vendor's Confidential Information.** The parties acknowledge that as a result of
Vendor's operations under this franchise authorization, CBJ may acquire information regarding
16 Vendor's business that may be protected as confidential under state or CBJ law. Vendor
acknowledges and understands that the CBJ is subject to the Alaska Public Records Act (AS
17 40.25.120) and that all documents received, owned or controlled by the CBJ in relation to this
franchise authorization must be made available for the public to inspect upon request, unless
18 an exception applies. It is Vendor's sole responsibility to clearly identify any documents Vendor
believes are exempt from disclosure under the Public Records Act by clearly marking such
19 documents "Confidential." Should the CBJ receive a request for records under the Public
Records Act applicable to any document marked "Confidential" by Vendor, the CBJ will notify
20 Vendor as soon as practicable prior to making any disclosure. Vendor acknowledges it has five
(5) calendar days after receipt of notice to notify the CBJ of its objection to any disclosure, and
21 to file any action with any competent court Vendor deems necessary in order to protect its
22 interests. Should Vendor fail to notify the CBJ of its objection or to file suit, Vendor shall hold
the CBJ harmless of any damages incurred by Vendor as a result of the CBJ disclosing any of
23 Vendor's documents in the CBJ's possession. Additionally, Vendor may not promise
24 confidentiality to any third party on behalf of the CBJ, without first obtaining express written
approval by the CBJ.

25 (u) **Choice of law, jurisdiction.** The Superior Court for the State of Alaska, First Judicial
District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any
nature arising out of or related to a franchise agreement. Venue for trial in any action shall be

1 in Juneau, Alaska. The laws of the State of Alaska shall govern the rights and obligations of
2 the parties. Vendor specifically waives any right or opportunity to request a change of venue
for trial pursuant to A.S. 22.10.040.

3 (v) **Other terms.** The Eaglecrest Ski Area may add additional terms that are in the best
4 interest of the City and Borough of Juneau.

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

6 Adopted this _____ day of _____, 2022.

7
8 _____
Beth A. Weldon, Mayor

9 Attest:

10
11 _____
Elizabeth J. McEwen, Municipal Clerk

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: Harris Homes LLC Request to Purchase City Property
DATE: December 12, 2022

Harris Homes LLC has submitted the attached application requesting a negotiated sale of property located at Pederson Hill. The request is for the property that is currently being rezoned and potentially subdivided as a result of the Assembly providing a motion of support to work with Moline Investment Management. The Harris application states that they will build single family and attached housing.

The Assembly has already provided a motion of support to work with Moline under the condition that it be for USCG and tax abatement affordable housing. After the Assembly provided that motion, Moline began working to rezone and subdivide the property, which is a benefit to the City regardless of the outcome of that application.

Moline submitted a rezoning application to CDD and on September 13, 2022, the Planning Commission considered the request and recommended that the Assembly approve the rezone request. An Ordinance authorizing the rezoning was introduced at the December 12th Assembly meeting and is set for public hearing on January 9, 2023.

Given that the Assembly already gave direction to work with Moline Investment Management and that the applicant is in process to obtain zoning and financing, staff requests that the Lands, Housing, and Economic Development Committee provide a motion to deny the Harris Application to purchase City property.



City and Borough of Juneau Land Purchase Applicants

[← Go back h](#)

Applicant Information

Harris Homes L.L.C.

Mailing Address: P.O. Box 32403 h
Juneau, Ak 99803

Legal Representative: Richard Harris **Phone:**
(907) 790-4146 **Email:**

CBJ Land Information h

Site Address: Yan Street, Sout

Legal Description: portion of Pederson Hill-2, Lot 2

Map: [p Link](#)

Have you mailed the \$500.00 filing fee?: Yes

Provide a brief description of your proposal:

We have recently been made aware that [redacted] is interested in or intending to sell larger developable portions of Peterson Hill phase -2. We are very interested in a portion of this property, for the purpose of building single family and attached housing. The [redacted]'s recent zone change at Peterson Hill would help accommodate this type of development nicely. The current utilities and access should allow for reasonable development of the desired type housing. If a land purchase can be secured, we would plan on designing and starting right away. Yan Street would be extended as needed in order to obtain best access and highest and best use of the land.

[Delete Entry h](#)

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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: Mendenhall Valley Air Quality Program Staff Report
DATE: December 9, 2022

From October 1st until April 30th, Lands staff monitors the Mendenhall Valley's air quality for concentrations of particulate matter. The data utilized for this program is provided to the City from the State of Alaska Division of Air Quality via an air quality monitoring station located on the roof of Floyd Dryden Middle School.

The Assembly provided the City Manager with the authority to call and cancel air pollution emergencies through the adoption of Ordinance 2008-28. The Mendenhall Valley Air Quality Monitoring Program is the result of the implementation of the Federal Clean Air Act. Monitoring is necessary due to the area's susceptibility to air inversions, which trap the fine particulate matter generated by wood-burning stoves. Particulate matter can significantly affect the health of children, the elderly, and people with respiratory conditions.

When particulate matter reaches, or is predicted to reach, an unhealthy level the City Manager will declare an air emergency, which prevents all wood stoves in the Valley from being used. Lands staff monitors the concentration of particulate matter seven days a week and air emergencies can be called at night and on the weekends.

During an air emergency, the public is informed in a number of ways:

- 11 large yellow signs that are flipped open and are located throughout the streets of the Valley
- The Woodsmoke Hotline, 907-586-5252, is updated with a message that states there is an air emergency in effect
- Lands website is updated with a red banner stating an air emergency is in effect
- Radio stations will play a Public Service Announcement
- City of Juneau social media will issue a Public Service Announcement
- People who have signed up for an automated text message will receive a text notification

All of these steps are repeated when an air emergency is canceled. The area covered by the Valley's Woodsmoke Hazard Area extends from the Airport north to the Mendenhall Glacier, west to Montana Creek, and south along the eastern shore of Auke Lake and includes the east half of the Mendenhall Peninsula (see attached map).

