



ASSEMBLY LANDS HOUSING AND ECONOMIC DEVELOPMENT AGENDA

December 18, 2023 at 5:00 PM

Assembly Chambers/Zoom Webinar

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

A. 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 6, 2023 Draft Minutes

1. 11 06 2023 LHED Draft Minutes

F. AGENDA TOPICS

2. LeMann Bluff LLC Application to Purchase CBJ Property located on USS 4694 Juneau Indian Village

3. Request to Continue to Lease CBJ property located at U.S. Survey 3760 for a Parking Lot

G. STAFF REPORTS

4. 520 Sixth Street Foreclosure Verbal Update

5. Telephone Hill Land Redevelopment Study Update

H. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

I. STANDING COMMITTEE TOPICS

J. NEXT MEETING DATE - January 29, 2024

K. SUPPLEMENTAL MATERIALS

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.gov.

ASSEMBLY LANDS HOUSING AND ECONOMIC DEVELOPMENT MINUTES

November 06, 2023 at 5:00 PM
Assembly Chambers/Zoom Webinar



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C. ROLL CALL

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

Members Absent: none

Liaisons Present: Mandy Cole, Planning Commission; Jim Becker, Docks & Harbors Committee

Liaisons Absent: Chris Mertl, PRAC

Staff Present: Dan Bleidorn, Lands Manager; Roxie Duckworth, Lands & Resources Specialist; Joseph Meyers, Senior Planner/Housing & Land Use Specialist; Jill Maclean, Community Development Director

D. APPROVAL OF AGENDA – approved as presented

E. September 18, 2023 Draft Minutes – approved as presented

F. AGENDA TOPICS

2. FAA Crazy Horse Drive Lease Renewal

Mr. Bleidorn discussed this topic. No discussion from the committee.

Assemblymember Smith moved that the Lands Housing and Economic Development Committee provide a motion to continue to lease CBJ property located off Crazy Horse Drive to the FAA at no cost in accordance with city code 53.09.270. Motion passed, no objections.

3. Juneau Affordable Housing Fund – 2023 Funding Recommendations

Mr. Meyer and Mr. Bleidorn discussed this topic.

Assemblymember Kelly asked about the bid that's being recommended for \$2.2 million, as his understanding is that \$1.1 million was allocated and another \$400,000 was available in sales tax. If those numbers are right, we would still have a deficit of about \$700,000, where would that money come from if the Assembly did decide to award that bid. Mr. Bleidorn replied he was part of the review committee with another staff member and representatives from the financial and construction sector. This committee met, and based parameters not just on funding, and that \$2.2 million project rose to the top. Knowing the fundings available, that's why we had two options, then with further discussions, it seemed likely there were options for additional funding. We also wanted to note that another change has happened in the last few years, previously we had a lot of requests for grants, not loans, and this is primarily for loan requests, which was something worth discussing. We can move forward with the options that comes up through discussion at this meeting. Chair Hughes-Skandijs commented that we have the chart that shows us where things fell from the committee and it's an interesting year, because someone going through this for the first process, it's very obvious we have a set amount of money, and it covers what the committee recommended. This committee could do a lot of things, and I don't want to misdescribe the mechanisms that can be used, but sometimes, because this is in the one percent we might be interested in for example, on this committee of dipping into something, knowing that it will be replenished by the sales tax in future years. Hopefully this helps you think about this process.

Assemblymember Smith commented that we do have other funding sources available, we can use the general fund, we have a fund balance there. You could potentially find other funding sources for some

of these projects. He asked about the amount in the fund, in the memo it says that the FY24 fund balance is \$1.595 million, almost \$1.6, but then at the bottom of packet, page 17, after checking with finance, there is \$1.5 million in available funding in the Affordable Housing Fund for FY24, is the \$1.5 number that is available for use correct, and anything more would need to come from an additional funding source. Mr. Meyers confirmed that was correct.

PC Cole asked that in the application, did it say that \$1.1 was available for funding? Mr. Meyers confirmed. PC Cole commented that in her other life she frequently applies for housing grants and apply for the ones that I know the money that's available is the money that I'll need. If I need \$2.2 million, and the funding available is \$1.1, I might not choose to apply for that. She cautioned that if you're going to put a number on the application, it's quite important to the applicants to make it fit within that number. If you start a precedent of granting more, that can be slightly dangerous.

Assemblymember Smith asked if there has been discussion on allowing multiple application periods during the year, for instance, two instead of one. Obviously, I realize it is a burden on staff with additional work. It takes resources to process applications and I don't know how that would line up with construction timeframes. Has staff seen a need for more than one application period in a year. Mr. Bleidorn replied that if we were going to do that, if the Assembly is interested in finding additional funds and making those available to the public through an additional process, staff could work to make that happen. You're correct, it does take a lot of additional staff time, and we want to discuss that with the city manager. Chair Hughes-Skandijs commented that for historical context, as this is our first night as a new committee, we did ask staff about that previously and also asked them to evaluate the timeline, if that made the most sense for the building sectors, what it would look like to do it twice and ask them to evaluate how they would change that and received a memo back that we certainly could explore that more. The recommendation was, yes, it would be substantially more staff time than we want to invest. It doesn't mean we can't look at it in the future.

Assemblymember Wáahlaal Gíidaak was curious during the review process if the committee has conversations with the applicants, as one questions she would be curious to hear from the applicants is if they weren't fully funded, what is their plan to ensure that their project moves forward. Mr. Meyers replied that during the application review process the committee does reach out to the applicants to request more information to determine if alternatives to their request would be able to make the project work or would be applicable to their project. For the project this evening we asked that, the question of would \$1.1 million work for their project, and the answer was that it would not. Assemblymember Wáahlaal Gíidaak asked if the applicant said that anything less than \$2.5, would their project be a no go? Mr. Meyers confirmed that.

Assemblymember Kelly asked about historical context, have we done this in in previous years and do we stay within the \$1.1 million? Mr. Meyers replies that each year there is a different amount of funding, it fluctuates year after year. Typically, we do stay within the funding for the review committee. There are instances where there is funding allocated outside of the review committee process.

PC Cole asked if anyone on the committee would let the other applicants know that more funding would be available after considering this larger request from one applicant. Mr. Bleidorn replied that we were bringing it forward tonight to get a feel from this committee for direction. It's a policy measure in some ways where if the Assembly is motivated to move forward with some projects that were loans and not grants and based on the decision tonight we'll have direction on how to move forward.

Assemblymember Smith asked if people ever say if I can't get more than \$1.1 million, I'm not interested. Did you get a sense that there was more demand out there that was not actually submitted in terms of an application due to the \$1.1 million funding level. Mr. Bleidorn replied that if he understood the question correctly if there's applications that didn't apply because the amount was too low, that's a hard

question to judge. We tried to get out and make these funds available publicly, and there was no feedback that it wasn't enough. I think we got a healthy number of applications. Ms. Maclean added that one helpful piece of information might be that the Housing Fund, grant, or loan, is not necessarily to be the entire funding, it can also be GAP funding. It's not set up for the entire development to be funded. Applicants that have questions can have those discussions with Mr. Meyers as they work through the process. I just want to be clear that I don't think that the applicants expect to be fully funded each time they apply, depending on the amount that they're applying for.

Assemblymember Smith initially moved to modify the original motion of approving the first project, Chilkat Vistas, and to include the next two projects for approval and to fund the third project by moving \$1.65 million from the general fund to the Affordable Housing Fund. Wáahlaal Gíidaak objected to that motion to ask that the project support and the financing be separated into three motions.

Assemblymember Smith amended his motion to separate the approval of the first project, and to approve of the next two highest ranked projects on the list and to have a third motion to transfer funds from the general fund to the Affordable Housing Fund. Wáahlaal Gíidaak withdrew her objection.

1st Motion: Assemblymember Smith moved to adopt the Affordable Housing Fund application for \$2.25 million to Chilkat Vistas and to forward a recommendation to the Committee of the Whole. Motion passed, no objections.

2nd Motion Assemblymember Smith moved to adopt the application review committee recommendations for \$900,000 to Coogan Alaska, LLC and for Duran Construction Company LLC, and to forward a recommendation to the Committee of the Whole. Motion passed, no objections.

3rd Motion: Assemblymember Smith moved to have the city attorney draft and ordinance for \$1.65 million to be moved from the general fund balance to the Affordable Housing Fund, set for introduction at the Committee of the Whole and then refer to the Finance Committee. Motion passed, no objections.

G. STAFF REPORTS

4. CBJ Christmas Tree & Firewood Harvesting Policy

Mr. Bleidorn discussed this topic. No discussion from the committee.

H. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

Assemblymember Kelly wanted to address PC Cole's concern about setting a precedent and this could be a question to staff. Would it be possible in future years to add such a requirement, that the funding request be within the stated advertised amount. Mr. Bleidorn replied that we take into consideration all assembly conditions and parameters. When we draft a future request, we'll consider that condition and I agree about the concern for setting a precedent.

Assemblymember Smith commented that he was hoping we would set a precedent in terms of having people come forward with their good housing options and we may be able to find money to do them. We know housing is a priority, but I would hope that what's out there as opposed a set amount.

Docks & Harbors Liaison Becker asked if there was any updates on the Second and Franklin Street area. Mr. Bleidorn replied that there has been a little bit of movement. The city manager applied to acquire the adjacent property that's owned by the State of Alaska. Their 2-story parking garage is likely at the end of its life. Long story short, is, there's a handful of lots there. The city's lot is fractured into 3 pieces, and the states is into 2 pieces. If the acquisition can be made, we can consolidate the property that would be large and could be used for a number of things in the future.

I. NEXT MEETING DATE - December 18, 2023

J. ADJOURNMENT – 5:45pm

MEMORANDUM

CITY/BOROUGH OF JUNEAU

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

TO: Alicia Hughes-Skandijs, Chair of the Assembly LHED Committee
FROM: Dan Bleidorn, Lands and Resources Manager *Daniel Bleidorn*
SUBJECT: LeMann Bluff LLC Application to Purchase CBJ Property located on USS 4694 Juneau Indian Village
DATE: December 12, 2023

In October 2023, LeMann Bluff LLC completed an application to acquire CBJ property through a negotiated sale. The application states that they are requesting this acquisition because they are the adjacent property owners and that the CBJ property is mostly undevelopable hillside. The applicant owns the apartment building located at 361 Distin Ave. Over the telephone the applicant discussed their request to acquire the property in order to clean up trash and to prevent illegal activity and camping. All three of the properties in this request were acquired by the CBJ through tax foreclosure. Lots 2 and 3 were acquired by CBJ in 1995 and Lot 5 in 1987. The total combined area of the properties in this application is estimated to be 6,910 square feet.

All applications for Negotiated Sales of CBJ property are subject to CBJ code sections 53.09.200 and 53.09.260. At this stage, the application has been received and the next step will be for the application to go before the full Assembly as a new business agenda item in accordance with 53.09.260 (a) (attached).

Negotiated sales also require a Planning Commission review, which ensures the disposal of CBJ property conforms with Assembly adopted plans. If the application is successful, the Assembly would authorize the disposal through the adoption of an ordinance which will include terms and conditions of the sale. 53.09.260 (b). (attached). A Development Permit Application and a Property Acquisition and Disposal Review Application have been submitted to the Community Development Department and that process will be completed prior to moving forward with this application.

The applicant is also requesting the acquisition of an undeveloped Right-Of-Way (ROW) that has no connection to the adjacent streets. The ROW acquisition process is separate from the Lands Acquisition process and does not involve Assembly or City Manager approval. The total square footage of the undeveloped ROW is estimated to be 2,665 square feet.

Lands Division staff are working with the CDD Code Compliance Officer and the applicant to hire a contractor to remove all the trash and clean the CBJ property regardless of the outcome of this application.

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

Attachments:

1. Application
2. City Code sections 53.09.200 and 53.09.260
3. Area Maps



City and Borough of Juneau Land Purchase Applicants

[← Go back](#)

Applicant Information

LaMann Bluff LLC

Mailing Address: PO Box 34094 Juneau, AK 99803 **Legal Representative:** Stann Lee **Phone:** (907) 957-2197 **Email:** sjlexcelak@gmail.com

CBJ Land Information

Site Address: 0 Village St, 0 Elderberry St. Adjacent Lot to SW of 0 Elderberry St (no info listed on Parcel Viewer)

Legal Description: Juneau Indian Village BL 5 LT5, Juneau Indian Village BL 5 LT3, Juneau Indian Village BL5 LT2, Lot to SW of BL5 LT2 (no info on Parcel Viewer)

Map: [Map Link](#)

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

Provide a brief description of your proposal:

The sale of 4 lots currently owned by CBJ Lands and Resources to LaMann Bluff LLC. This is in an effort to consolidate with the adjacent property currently owned by LaMann Bluff to the north of the proposed purchase. The adjacent lot to the southwest of lot BL5 LT 2 is currently not displaying any information due to possible Right of Way currently with the property and would be considered as part of the 4 lot purchase. The combined purchase of the lots totals approximately 10,000 square feet of space which consists mostly of undeveloped hillside.

- [Parcel-1C060V050050.pdf](#)
- [Parcel-1C060V050030.pdf](#)
- [Parcel-1C060V050020.pdf](#)



53.0.200 - General.

(a)*Methods of disposal.* City and Borough land may be conveyed by lottery, auction, over-the-counter sale, negotiated sale, sealed bid, land exchange, or other methods as the assembly may approve by ordinance.

(b)*Inclusion in Land Management Plan.* Except for property acquired by tax foreclosure or reconveyance agreement, real property should not be conveyed prior to inclusion in a land management plan.

(c)*Satisfaction of CBJ 53.09.260.* Real property recommended for negotiated sale in management plan adopted by the Assembly not more than two years prior to commencement of negotiations for a negotiated sale shall be deemed to have satisfied CBJ_53.09.260(a) Sales, leases, and exchanges by negotiation or competitive proposal.

(d)*Ordinance.* Terms and conditions for each land sale shall be approved by the assembly by ordinance.

(e)*Sale price.* Except as provided in CBJ_53.09.270, Disposals for public use, the sale price for City and Borough land shall not be less than market value as determined by the manager.

(f)*Sales brochure.* The manager shall prepare, and make available to the public, a sales brochure detailing the terms and conditions of sale for competitive land sales.

(g)*Qualification.* To qualify for a land sale, the applicant must be an individual 18 years of age or older at the time of registering for the sale or a business, licensed to conduct business in the State of Alaska. No person or business entity may apply for, or purchase, a parcel offered for sale if he or she has defaulted on a prior purchase of City and Borough property within the five years preceding the proposed sale. To qualify for a parcel, the registrant or authorized agent must be present at the lottery, auction, bid opening, or over-the-counter sale.

(h)*Agent.* An agent participating for another person or entity shall identify himself or herself as an agent, submit a written agency agreement, power of attorney, or other document showing the agent's authority, and shall identify the agent's principal. This information shall be available to the other participants.

(i)*Disqualification.* The manager may disqualify from participating in a land sale conducted under CBJ_53.09.210-53.09.250 lottery, auction, over-the-counter and sealed bid sales, any person who willfully violates the provisions governing bidder, applicant, or purchaser qualifications.

(j)*Public notice and marketing.* Not less than 45 days before the date of a land lottery, auction, sealed bid opening, or the commencement date of an over-the-counter sale, the manager shall place an advertisement providing notice and a description of the sale in a newspaper of general circulation in the municipality, which shall run one day per week for at least four consecutive weeks. The manager may use whatever additional advertising media, format, or frequency he or she determines will best inform the public of the sale and most advantageously market the property.

(k)*Deposit.* Prior to the close of business on the day of the lottery, auction, or bid opening, the buyer or the buyer's agent shall provide the City and Borough a non-refundable down payment equal to five percent of the purchase price, submit any proof of buyer's qualification, and execute

the purchase agreement and other required documentation as stated in the sales brochure. The deposit shall be in cash or by check or similar instrument. If the buyer fails to prove the buyer's qualifications or to tender the required down payment or to execute the necessary purchase agreement or other instruments to close the sale, or if the check does not clear, the sale is void, and all rights of the buyer in the property arising out of the sale are terminated. Unless specifically provided otherwise by the manager in writing, the buyer shall have no right of possession to the property until all necessary notes, security and other instruments necessary to close the sale have been executed and the sale closed.

(l)*Payment of balance.* The balance shall be paid over a period not to exceed ten years in equal annual, quarterly, or monthly payments of principal and interest with interest on the unpaid balance at a rate established by the assembly by ordinance. The manager may direct loan payments to a bank of his or her choice and establish service fees, the payment of which shall be the purchaser's responsibility. There shall be no prepayment penalty.

(m)*Subordination.* The manager shall not subordinate the security interest of the City and Borough to that of another lender.

(n)*Application form and registration fee.* The application shall be on a form provided by the City and Borough. A nonrefundable registration fee must accompany the application.

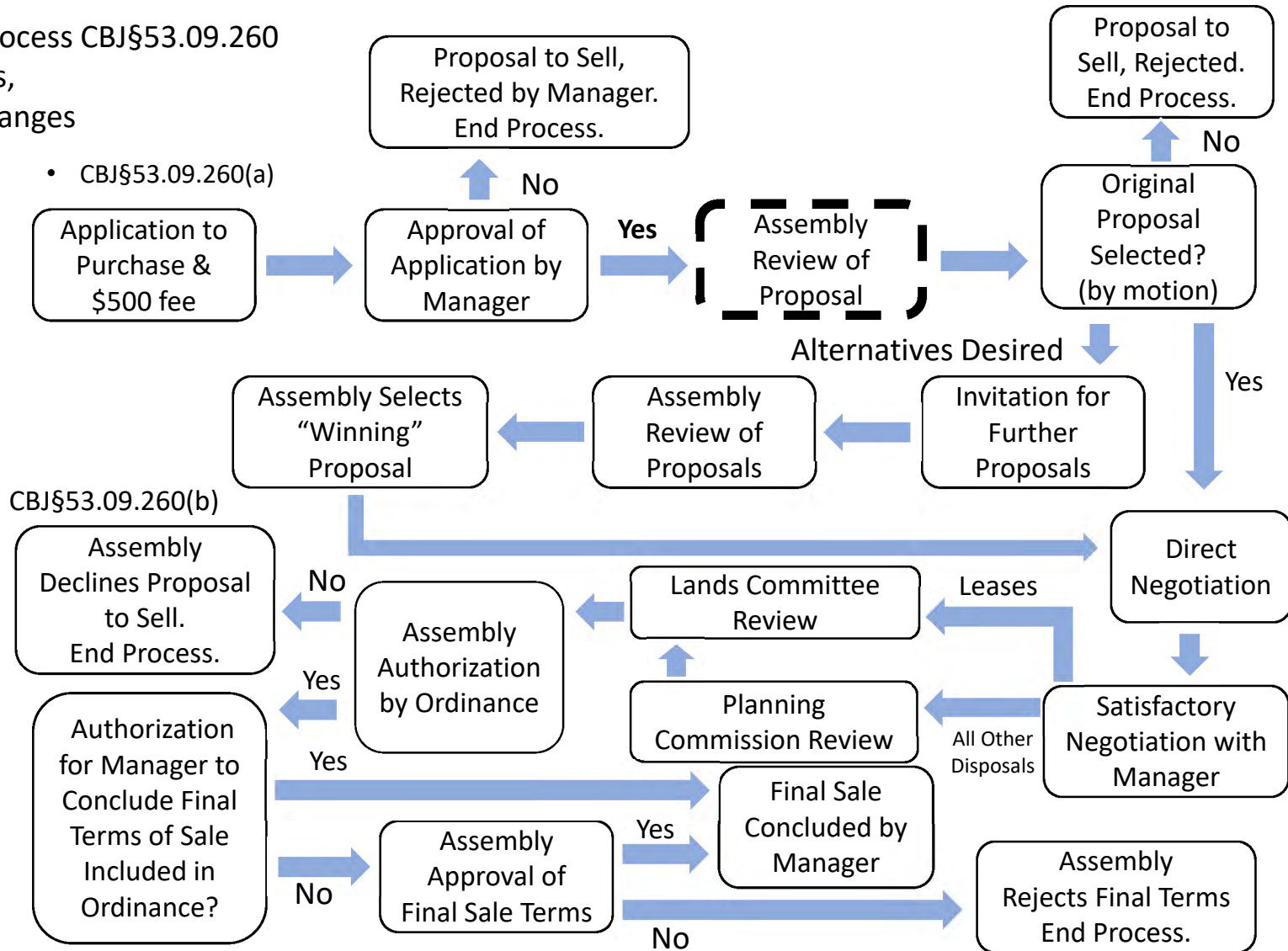
(o)*Tax foreclosed land.* Applicable provisions of state law shall govern the disposal of land acquired by tax foreclosure to the extent state law and this chapter are in conflict on such disposals.

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.

(b)*Review and approval process.* Upon satisfactory progress in the negotiation or competition undertaken pursuant to subsection (a) of this section, after review by the planning commission for disposals other than leases, after review by the assembly lands committee, and authorization by the assembly by ordinance, the manager may conclude arrangements for the lease, sale, exchange, or other disposal of City and Borough land. The final terms of a disposal pursuant to this section are subject to approval by the assembly unless the minimum essential terms and the authority of the manager to execute the disposal are set forth in the ordinance enacted pursuant to this subsection. The disposal may not be executed until the effective date of the ordinance.

CBJ Land Sale Process CBJ§53.09.260
Negotiated Sales,
Leases and Exchanges







MEMORANDUM

CITY/BOROUGH OF JUNEAU

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

TO: Alicia Hughes-Skandijs, Chair of the Assembly LHED Committee
FROM: Dan Bleidorn, Lands and Resources Manager *Daniel Bleidorn*
SUBJECT: Request to continue to lease CBJ property located at U.S. Survey 3760 to the Amalga and Huffman Harbors Community Association for use as a parking lot
DATE: December 12, 2023

In 2003, the Assembly authorized the City Manager to negotiate and execute a lease with the option to purchase a portion of U.S. Survey 3760 for a parking lot to Amalga and Huffman Harbors Community Association as the Lessee. Ordinance 2003-42 authorized the lease of this property and set the term of the agreement for 20 years. When this lease application was originally approved by the Assembly, it was reviewed by the Planning Commission and Lands Committee, both recommended approval. This lease continues to function well for both the Lessee and CBJ.

The Director of the Parks Department has reviewed this new application and stated that he has no major concerns about this application moving forward and a new lease being negotiated. The option to purchase was not pursued and since the time this agreement was originally signed, CBJ has made progress on trail systems in the vicinity of this property, so it is recommended that the option to purchase has been removed from future lease proposal.

All applications for Leasing of CBJ property are subject to CBJ code sections 53.09.200 and 53.09.260. At this stage, the application has been received and the next step will be for the application to go before the full Assembly as a new business item in accordance with 53.09.260 (a).

Staff request that the Lands Housing and Economic Development Committee provide a motion of support for renewing a lease of CBJ property to Amalga and Huffman Harbors Community Association for a parking lot.

Attachments:

1. Ordinance 2003-42
2. Site Map
3. 2005 Amalga & Huffman Harbors Parking Lot Lease

Presented by: The Manager
Introduced: 09/22/2003
Drafted by: J.W. Hartle

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2003-42

An Ordinance Authorizing The Manager to Negotiate and Execute a Lease With an Option to Purchase a Portion of U.S. Survey 3760 for a Parking Lot.

WHEREAS, numerous privately-owned parcels in the vicinity of Amalga and Huffman harbors are accessed by water or footpath only, and

WHEREAS, many of the property owners currently park their vehicles in the crowded public parking lot at the boat harbor and walk to their properties, and

WHEREAS, for several years property owners at Amalga and Huffman harbors have been working together in an effort to improve vehicular access and parking to serve their properties, and have recently formed the Amalga and Huffman Harbors Community Association to address such issues, and

WHEREAS, the Community Association has proposed developing a driveway that would extend from the harbor parking lot across private properties and CBJ land, and constructing a parking lot for neighborhood use on CBJ land at the end of that driveway, and

WHEREAS, establishing a separate parking lot for neighborhood use away from the existing harbor lot would relieve congestion of the public parking lot, and

WHEREAS, CBJ 53.09.260(a) authorizes the negotiated lease and sale of CBJ land, and

WHEREAS, the Assembly, by motion, authorized staff to enter negotiations at its meeting March 10, 2003, and

WHEREAS, the Assembly Lands Committee reviewed this proposal at its meetings of March 10, 2003, and August 11, 2003, recommending approval with conditions included in the ordinance, and

WHEREAS, the Planning Commission reviewed this proposal at its meeting of August 26, 2003, and recommended approval, and

WHEREAS, a companion resolution will be introduced authorizing issuance of an easement for the proposed driveway.

///

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

Section 1. Classification. This is a noncode ordinance.

Section 2. Authorization to Lease. The Manager is authorized to negotiate and execute a lease of approximately 0.26 acres within U.S. Survey 3760 for a parking lot for use by the residents of the Amalga and Huffman harbors area.

(a) The CBJ shall lease a fraction (approx. 0.26 acres) of U.S. Survey 3760 to the Amalga and Huffman Community Association, subject to the following conditions:

- (1) Use of the lease site shall be for the sole purpose of parking vehicles.
- (2) The lease term is for twenty years.
- (3) Rent shall be fair market value.
- (4) No vehicle repair work shall be allowed on the leased site.
- (5) No structures shall be constructed on the leased site.
- (6) Lessee shall be responsible for obtaining any pertinent local, state, or federal permits.

(7) Lessee shall provide a survey of the leased site, in accordance with CBJ surveying standards.

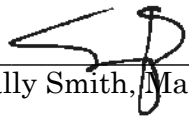
(b) The lease shall include a purchase option that will allow the owner of Lot 7 or 7A, U.S. Survey 3288, property that abuts the leased parcel, to purchase the parking lot lease site. The purchase option shall include the following conditions:

- (1) The option may be exercised at any time after the parking lot has been constructed.
- (2) The purchase price shall be fair market value established at the time of purchase.
- (3) The purchaser shall be responsible for subdividing the CBJ parcel and attaching it to purchaser's adjoining lot.
- (4) Prior to closing, the purchaser shall provide CBJ with evidence of a long term leasing arrangement between the purchaser and the Community Association for the parking lot.

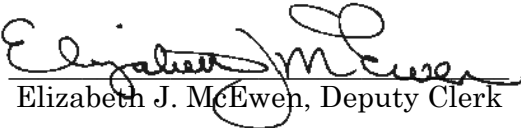
(c) The Manager may include such other terms as the Manager determines to be in the public interest.

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

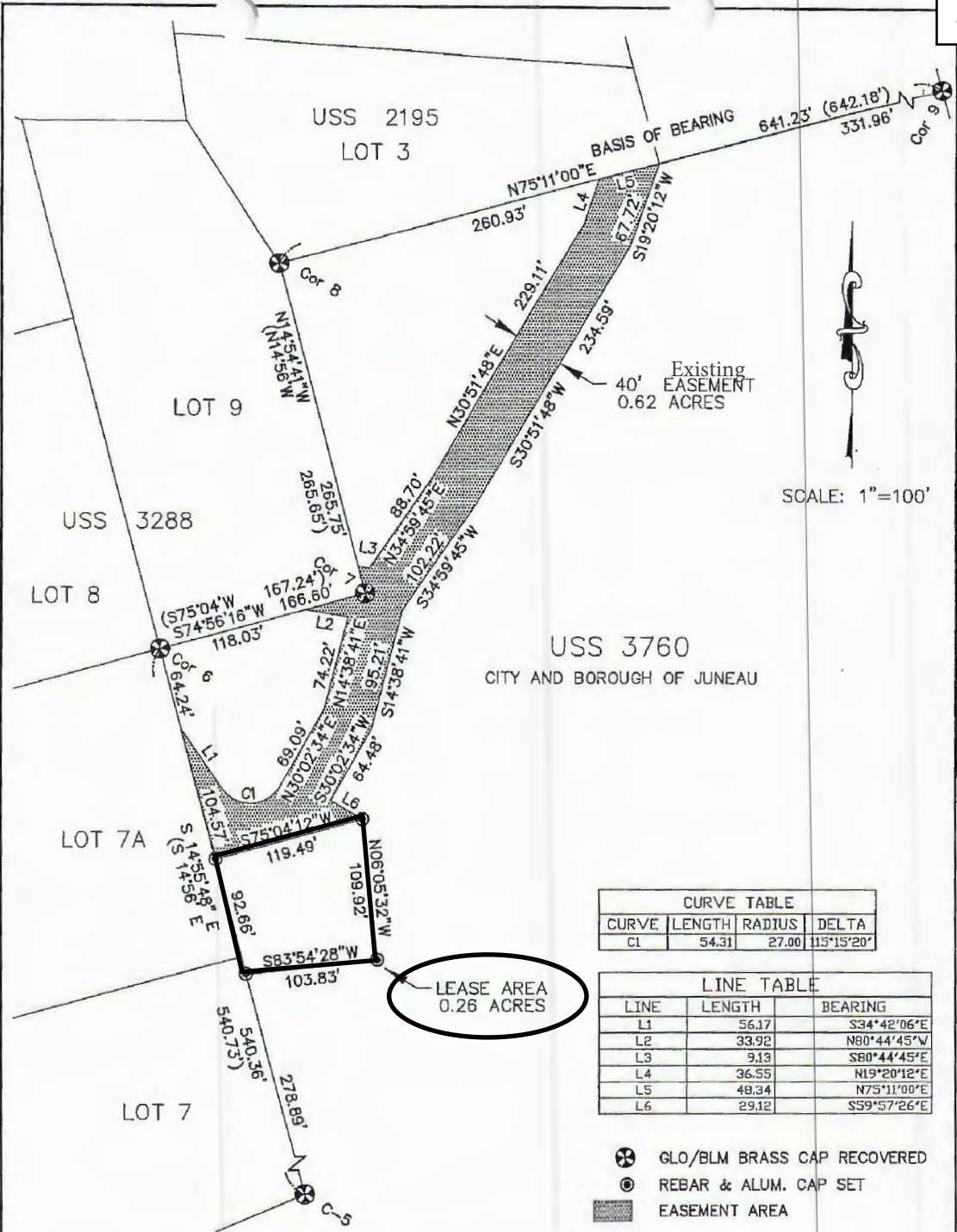
Adopted this 13th day of October, 2003.


Sally Smith, Mayor

Attest:


Elizabeth J. McEwen, Deputy Clerk

Vote: Unanimous



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	54.31	27.00	115°15'20"

LINE TABLE		
LINE	LENGTH	BEARING
L1	56.17	S34°42'06"E
L2	33.92	N80°44'45"W
L3	9.13	S60°44'45"E
L4	36.55	N19°20'12"E
L5	48.34	N75°11'00"E
L6	29.12	S59°57'26"E

- ⊗ GLO/BLM BRASS CAP RECOVERED
- ⊙ REBAR & ALUM. CAP SET
- ▨ EASEMENT AREA

CERTIFICATE OF REGISTERED LAND SURVEYOR

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF ALASKA, AND THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT ALL DIMENSIONS ARE CORRECT, AND ALL MONUMENTS HAVE BEEN LOCATED OR SET AS DESCRIBED.

Robert Murphy 12-04-03
ROBERT MURPHY DATE



SKETCH PLAT

EASEMENT ACROSS

A PORTION OF U.S. SURVEY NO. 1375

JUNEAU, ALASKA RECORDING DISTRICT

ROBERT MURPHY - LAND SURVEYOR

P.O. BOX 210605, AUKE BAY ALASKA 99821

Amalga & Huffman Harbors Parking Lot Lease

PART I. PARTIES. This lease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "City," and, Amalga-Huffman Harbor Community Association, hereafter "Lessee."

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

City: Attn: Lands and Resources Manager
155 S. Seward Street
Juneau, Alaska 99801
Phone: 907-586-5252
Fax: 907-586-5385

Lessee: Amalga & Huffman Harbors
Community Association
Attn: Robert W. Frampton, President
25120 Amalga Harbor Road
Juneau, Alaska 99801
Phone: 907-790-3360

PART III. DESCRIPTION. This lease agreement is identified as The Amalga & Huffman Harbors Parking Lot Lease. The following appendices are attached and are considered a part of this agreement as well as anything incorporated by reference or attached to those appendices.

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

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

PART IV. EXECUTION. The City and Lessee agree and sign below. This contract is not effective until signed by the City.

Lessor: CITY & BOROUGH OF JUNEAU

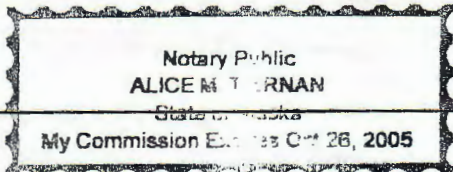
Date: 9/6/05
By: [Signature]
Rod Swope
City & Borough Manager

Approved as to content, Lands & Resources
Approved as to form, Law Department

**Lessee: AMALGA & HUFFMAN HARBORS
COMMUNITY ASSOCIATION**

Date: 8/27/05
By: [Signature]
Robert W. Frampton
President

By: Cynthia Johnson Sept. 7, 2005
By: P. Bays 9/2/05

CITY ACKNOWLEDGMENT	LESSEE ACKNOWLEDGMENT
<p>STATE OF ALASKA)) ss: FIRST JUDICIAL DISTRICT)</p>	<p>STATE OF ALASKA)) ss: FIRST JUDICIAL DISTRICT)</p>
<p>THIS IS TO CERTIFY that on the <u>6th</u> day of <u>September</u>, 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared ROD SWOPE to me known to be the identical individual described in and who executed the foregoing instrument as the CITY and BOROUGH MANAGER of the CITY AND BOROUGH OF JUNEAU, ALASKA, a municipal corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.</p>	<p>THIS IS TO CERTIFY that on the <u>27th</u> day of <u>August</u>, 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared ROBERT W. FRAMPTON to me known to be the identical individual described in and who executed the foregoing instrument as the PRESIDENT of the AMALGA & HUFFMAN HARBORS COMMUNITY ASSOCIATION, which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of said association; and acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.</p>
<p>WITNESS my hand and official seal the day and year in the certificate first above written.</p>	<p>WITNESS my hand and official seal the day and year in the certificate first above written.</p>
<p><u>Amy Hall</u> Notary Public for the State of Alaska My Commission Expires: <u>05-01-07</u></p>	<p><u>Alice M. Terman</u> Notary Public for the State of Alaska My Commission Expires: <u>10/26/05</u></p>
<p>(seal)</p>	<p>(seal)</p>
	

APPENDIX A: PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS

DESCRIPTION OF PROPERTY

The property subject to this lease, described below, shall generally be referred to as “the Property” or “the Leased Premises.” The Leased Premises are:

That portion of U.S. Survey 3760, Juneau Recording District, First Judicial District, State of Alaska, more particularly described as follows:

Commencing at Corner 6, of U.S. Survey 3760; thence along a line between Corner 6 and Corner 5 of U.S. Survey 3760, S 14°55'48" E 180.60 feet to the Point of Beginning being marked with a 5/8" rebar with aluminum cap; thence N 67°29'56"E 125.25 feet more or less to a 5/8" rebar with aluminum cap; thence S 7°06'46" E 115.78 feet more or less to a 5/8" rebar with aluminum cap; thence S 82°42'14"W 109.38 feet more or less to a line between Corner 5 and Corner 6 of U.S. Survey 3760; thence along said line N 14°55'48" W 83.67 feet more or less to the Point of Beginning.

Said parcel contains 0.26 acres, more or less.

AUTHORITY

This lease is entered into pursuant to the authority of the City and Borough of Juneau Code, Chapter 53.20 “Lease of Lands” and CBJ Ordinance 2003-42.

TERM

The effective date of this lease is January 12, 2004. The term of the lease is twenty years, ending on January 11, 2024, unless sooner terminated.

LEASE PAYMENTS

The rent shall be the fair market value, based on the unfilled value of the land, with the initial rent established at \$830.00 per year, subject to adjustments as set forth in Appendix B. Annual Payment to the City is due in advance, not later than January 11th each year except that rent owed for the period January 12, 2005 through January 11, 2006 shall be due not later than May 1, 2005.

AUTHORIZED USE OF PROPERTY

Construction and maintenance of parking lot and parking of operable vehicles.

ADDITIONAL LEASE PROVISIONS

The following provisions apply to this lease:

1. **Termination.** The City may terminate this lease if construction of the parking lot is not substantially complete within one year of the effective date.
2. **Permits.** Lessee shall be responsible for obtaining any pertinent local, state, or federal permits.

3. **Survey.** Lessee shall provide an as-built survey, in accordance with City surveying standards, within ninety (90) days of completing construction of the parking lot.

4. **No Vehicle Maintenance.** No vehicle maintenance or repair work shall be done on the Leased Premises.

5. **No Structures.** No structures may be constructed on the Leased Premises.

6. **Maintenance & Snow Removal.** Lessee shall be responsible for all maintenance of the Leased Premises, including snow removal. In addition to the Hold Harmless provision below, the Lessee expressly agrees to defend, indemnify, and hold harmless the City from any claims related to or arising from the maintenance (or lack of maintenance) of the Leased Premises.

7. **Option to Purchase.** Subject to the following conditions, Ed Huizer, or his successor, as the owner of Lot 7A, U.S. Survey 3288 adjacent to the Leased Premises, shall have the option to purchase the Leased Premises:

- a. The option may only be exercised after construction of the parking lot is complete.
- b. Purchase price shall be at fair market value, based on the unfilled value of the land, established at the time of purchase.
- c. Purchaser shall be responsible for subdividing the City parcel and attaching it to Purchaser's adjoining lot.
- d. Prior to closing, Purchaser shall provide City evidence of a long term leasing arrangement between the Purchaser and the community association for the parking lot.
- e. The purchase option terminates upon expiration of this parking lot lease.

INSURANCE

The lessee shall maintain at all times during this lease general liability insurance in the amount of \$1,000,000 per occurrence/\$1,000,000 general aggregate. The policy shall name City as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving City thirty-one days prior written notice.

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

APPENDIX B: LEASE PROVISIONS REQUIRED BY CBJ 53.20

Responsibility to Properly Locate on Leased Premises.

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

Approval of Other Authorities.

As required by CBJ 53.20.180, the issuance by the City of leases under the provisions of this title does not relieve the Lessee of responsibility of obtaining licenses or permits as may be required by the City or by duly authorized state or federal agencies.

Terms and Conditions of Leases required by CBJ 53.20.190.

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

(1) **Lease Utilization.** The leased lands 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 the City and Borough code, and applicable state and federal laws and regulations. Utilization or development for other than the allowed uses shall constitute a violation of the lease and subject the lease to cancellation at any time.

(2) **Adjustment of Rental.** The Lessee agrees to a review and adjustment of the annual rental payment by the City not less often than every fifth year beginning with the rental due after completion of each review period. Any changes or adjustments shall be based primarily upon the values of comparable land in the same or similar areas; such evaluations shall also include all improvements, placed upon or made to the land, to which the City has right or title excluding landfill placed upon the land by the Lessee except that the value of any improvements credited against rentals shall be included in the value. The Lessee may protest the adjustment to City, and if denied wholly or in part, an appeal may be taken to the assembly. The decision of the assembly shall be final.

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

(4) **Assignments.** Any lessee may assign the lands leased to him; provided, that the proposed assignment shall be first approved by City. The assignee shall be subject to all of the provisions

of the lease. All terms, conditions, and covenants of the underlying lease which may be made applicable to the assignment are hereby incorporated into the assignment.

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

(6) **Cancellation and Forfeiture.**

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

(B) City may cancel the lease if it is used for any unlawful purpose.

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

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

(7) **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.

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

(9) **Entry and Reentry.** In the event that the lease should be terminated as hereinbefore provided, or by summary proceedings or otherwise, or in the event that the demised lands, or any part thereof, should be abandoned by the Lessee during the term, the City or its agents, servants, or representative, may, immediately or any time thereafter, reenter and resume possession of the 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 therefor. No reentry by the City shall be deemed an acceptance of a surrender of the lease.

(10) **Release.** In the event that the lease should be terminated as herein provided, or by summary proceedings, or otherwise, City may offer the lands for lease or other appropriate disposal pursuant to the provisions of the City and Borough code.

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

(12) **Written Waiver.** The receipt of rent by the City with knowledge of any breach of the lease by the Lessee or of any default on the part of the Lessee in observance or performance of any of the conditions or covenants of the lease shall not be deemed to be a waiver of any provision of the lease. No failure on the part of the City to enforce any covenant or provision therein contained, nor any waiver of any right thereunder by the City unless in writing, shall discharge or invalidate such covenants or provisions or affect the right of the City to enforce the same in the event of any subsequent breach or default. The receipt, by the City, 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 City 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 City to the Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by the City.

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

(14) **Renewal Preference.** Any renewal preference granted the 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.

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

(A) If any improvements and/or chattels not owned by City and having an appraised value in excess of five thousand dollars as determined by the assessor are not removed within the time allowed, such improvements and/or chattels shall upon due notice to the Lessee, be sold at public sale under the direction of City. The proceeds of the sale shall inure to the Lessee preceding if lessee placed such improvements and/or chattels on the lands, after deducting for the City 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 city and borough manager are received, title to such improvements and/or chattels shall vest in the City.

(B) If any improvements and/or chattels having an appraised value of five thousand dollars or less, as determined by the assessor, are not removed within the time allowed, such improvements and/or chattels shall revert to, and absolute title shall vest in, the City.

(16) Rental for Improvements or Chattels not Removed. Any improvements and/or chattels belonging to the Lessee or placed on the lease during the Lessee's tenure with or without its permission and remaining upon the premises after the termination date of the lease shall entitle the City to charge the Lessee a reasonable rent therefor.

(17) Compliance with Regulations and Code. The Lessee shall comply with all regulations, rules, and the code of the City, and with all state and federal regulations, rules and laws as the code or any such rules, regulations or laws may affect the activity upon or associated with the leased land.

(18) Condition of Premises. The Lessee shall keep the premises of the lease 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.

(19) Inspection. The Lessee shall allow an authorized representative of the City to enter the leased land for inspection at any reasonable time.

(20) 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 material 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 City.

(21) Rights-of-Way. The City expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of the City to do so. If the City grants an easement or right-of-way across any of the leased land, the lessee shall be entitled to damages for all lessee-owned improvements or crops destroyed or damaged. Damages shall be limited to improvements and crops only, and loss shall be determined by fair market value. Annual rentals may be adjusted to compensate the Lessee for loss of use.

(22) Warranty. The City 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.

(23) **Lease Rental Credit.** When authorized in writing by City prior to the commencement of any work, the Lessee may be granted credit against current or future rent; provided, the work accomplished on or off the leased area, results in increased valuation of the leased or other City-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 City and shall not be removed by the 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.
- (2) **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this lease not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 12 percent per annum, if no rate has been set by ordinance.
- (3) **Taxes, Assessments, and Liens.** During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Leased Premises or the improvements placed thereon.
- (4) **Easements.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.
- (5) **Encumbrance of Parcel.** The Lessee shall not encumber or cloud the City's title to the Leased Premises or enter into any lease, easement, or other obligation of the City's title without the prior written consent of the City; and any such act or omission, without the prior written consent of the City, shall be void against the City and may be considered a breach of this lease.
- (6) **Valid Existing Rights.** This lease is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this lease.
- (7) **State Discrimination Laws.** Lessee agrees, in using and operating the Leased Premises, to comply with applicable sections of Alaska law prohibiting discrimination, particularly Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited.) In the event of Lessee's failure to comply with any of the above non-discrimination covenants, City shall have the right to terminate the lease.
- (8) **Unsafe Use.** The 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.
- (9) **Hold Harmless.** Lessee agrees to defend, indemnify, and save City, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of the use and occupancy of the Leased Premises by Lessee. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, and without limitation as to any

damages resulting from settlement, judgment, or verdict, and includes the award of any attorneys fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice to the City of any action, claim, or lawsuit. City 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 may be waived where the Lessee has actual notice. This agreement applies, and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against City. Lessee shall not, however, be liable for any condition created or existing on the Leased Premises not caused by the Lessee.

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

MEMORANDUM

CITY/BOROUGH OF JUNEAU

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

TO: Alicia Hughes-Skandijs, Chair of the Assembly LHED Committee
FROM: Dan Bleidorn, Lands and Resources Manager *Daniel Bleidorn*
SUBJECT: Telephone Hill Land Redevelopment Study Update
DATE: December 13, 2023

As a result of the comments received at the Assembly Retreat on December 2, 2023, I want to call the LHED Committee members' attention to the Telephone Hill Redevelopment Study webpage. The webpage provides information that the Assembly and Manager have requested, which staff and the consultants have collected and consolidated into one location. The Existing Structures Condition Report and an online community survey are new, and have been added to the website on December 12, 2023.

The Existing Structures Condition Report is a visual assessment completed by RESPEC. It provides information on the critical structural members of each building to determine necessary upgrades and the feasibility of restoration. This report was provided to the CBJ Risk Manager, and the information contained is useful for maintaining insurance. Also new to the website is an online survey that will be active through January 9, 2024. This survey intends to gather feedback on the initial design concepts and preferred development options of Telephone Hill from the broader Juneau Community.

Please review these documents and all the information found on the Telephone Hill Redevelopment Study webpage. Provide questions or comments to the contact information found on that page.

Telephone Hill Land Redevelopment Study website:

<https://juneau.org/engineering-public-works/telephone-hill>

The Existing Structures Condition Report:

<https://juneau.org/wp-content/uploads/2023/12/Telephone-Hill-Existing-Structures-Condition-Report.pdf>

The ongoing community survey (**ends Jan 9**):

<https://www.surveymonkey.com/r/TelephoneHillRedevelopment>

The current design concepts:

<https://juneau.org/wp-content/uploads/2023/10/T-Hill-Design-Concepts.pdf>