ASSEMBLY STANDING COMMITTEE
COMMITTEE OF THE WHOLE
THE CITY AND BOROUGH OF JUNEAU, ALASKA

December 29, 2014, 6:00 PM.
City Hall Assembly Chambers

Assembly Worksession - No public testimony

I. ROLL CALL

II. APPROVAL OF AGENDA

III. APPROVAL OF MINUTES

A. **December 8, 2014 Committee of the Whole Draft Minutes**

IV. AGENDA TOPICS

A. **Housing First Update**

B. **Housing Matrix Update**

C. **Transit Plan Update**

D. **Juneau Arts and Culture Center Management Issues**

V. EXECUTIVE SESSION

A. **APARC Update**

VI. ADJOURNMENT

ADA accommodations available upon request: Please contact the Clerk's office 72 hours prior to any meeting so arrangements can be made to have a sign language interpreter present or an audiotape containing the Assembly's agenda made available. The Clerk's office telephone number is 586-5278, TDD 586-5351, e-mail: city.clerk@juneau.org

ASSEMBLY AGENDA/MANAGER'S REPORT
THE CITY AND BOROUGH OF JUNEAU, ALASKA

December 8, 2014 Committee of the Whole Draft Minutes

ATTACHMENTS:

	Description	Upload Date	Type
☐	2014-12-08- DRAFT_COW Minutes	12/22/2014	Minutes

ASSEMBLY STANDING COMMITTEE
COMMITTEE OF THE WHOLE
THE CITY AND BOROUGH OF JUNEAU, ALASKA
MINUTES

December 8, 2014, 6:00 PM.
City Hall Assembly Chambers

Worksession - No public testimony

I. ROLL CALL

Deputy Mayor Mary Becker called the meeting to order at 6:00 p.m. in the Assembly Chambers.

Assemblymembers Present: Mary Becker, Karen Crane, Loren Jones, Jesse Kiehl, Maria Gladziszewski (teleconference), Jerry Nankervis, Merrill Sanford, Kate Troll and Debbie White.

Assemblymembers Absent: None

Staff present: Kim Kiefer, City Manager; Amy Mead, City Attorney, Rob Steedle, Deputy City Manager; Laurie Sica, Municipal Clerk; Kirk Duncan, Public Works Director.

II. APPROVAL OF AGENDA

Ms. Kiefer said Mr. Ian Grant had contacted the clerk to let the Assembly know he was unable to attend the meeting, but would be available by email or phone to answer any questions. Hearing no objection, the agenda was approved.

III. APPROVAL OF MINUTES

A. October 27, 2014 Committee of the Whole Meeting Minutes

Hearing no objections, the minutes of the October 27, 2014 Committee of the Whole meeting were approved.

IV. AGENDA TOPICS

A. Alaska Small Business Development Center-Juneau Update

Mr. Grant was unable to be present and he sent his apologies for the late notice. Mayor Sanford said that Mr. Grant provided a presentation quarterly to the Mayor with a written report and he had been trying to get an opportunity for the rest of the Assembly to see what was happening and ask any questions. There would be another opportunity to hear from him during the budget planning sessions, and Mr. Grant was available to meet with the Assemblymembers at their convenience and answer questions.

B. Gastineau Apartment Direction

Ms. Mead said that the staff would like to get information from the Assembly in order to draft a Memorandum of Agreement with the Alaska Housing Finance Corporation (AHFC) which defined the parameters for the use(s) of the building. There needed to be a public use for an eminent domain taking, and AHFC would like specifics for marketability, such as affordable housing, commercial space, parking, and any direction on Pocket Park. This MOA would allow AHFC to do due diligence before it proceeded with any agreement. It would require an engineer's inspection from AHFC. This information would ultimately be provided to the court in any taking of the building.

Ms. Troll suggested affordable housing, general commercial, and some way to address parking would be a benefit, but not essential, and if Pocket Park became part of the equation, that might be doable. She supported giving flexibiility to the AHFC.

Ms. Crane agreed and said that it was a great location for senior housing and would like to see those needs be addressed. Ms. Mead said there was some interest from private developers regarding senior housing and they had requested the appraisal. If that is a serious interest eminent domain would likely not be pursued.

Ms. Becker asked about timelines. Ms. Mead said she anticipated an answer from AHFC by the end of January, then CBJ could begin eminent domain proceedings at the end of January / beginning of February. A quick take process would allow early work and transfer of title. The other process or route for action was the nuisance action which would take quite a bit longer. There was some hope for being able to take advantage of the upcoming construction season.

Ms. Gladziszewski asked to advocate for broad, general language to not preclude any ideas.

Mr. Kiehl agreed with Ms. Gladziszewski. He asked if there was a sale to a private developer, would the staff come back to the Assembly before taking action. Ms. Mead said Mr. Barrett would like to sell the property to CBJ. He intended to get a second appraisal. He was told CBJ would not hold up its process for that. Private developers are seeking the appraisal and contacting CDD, and if they are interested, they need to purchase directly from Mr. Barrett without CBJ involvement, or or become part of the eminent domain process with us, or take another action that would leave them with fewer restrictions.

Ms. Troll asked if Ms. Mead had talked to Mr. Barrett. Ms. Mead said yes, he was aware of CBJ being open to purchasing the property, and had been very cooperative.

Ms. Mead said she had enough information to move forward.

C. **Capital Transit Plan Update**

Mr. Steedle said this would not be the last time this matter would be before the Assembly. The process began in April 2013 with a ridership survey, a UAS survey, public meetings in June, and they started a comprehensive operations analysis of the system and identified issues with the current service. On time performance was the biggest issue. That was the first issue to address. Another issue was under utilized express service and not using resources wisely. Also, extending service to under or un-served areas, with the most interest in Riverside, followed by Lemon Creek industrial area. We have come up with a number of plans since that time and it was important to know that the transit development plan was conceptual, though detailed, and could not be implemented as the Assembly was not committing to funding the plan. It required $200,000 in addition to current funding. Even so, the times were not correct in the plan. We will not point fingers, but the basic facts were not correct. We have since worked to ensure we have accurate times and to understand the drivers' concerns much better. Drivers' desires are sometimes in conflict with riders' concerns, including left turns, downtown loop, snow and St. Ann's routes. They had come up with a modified plan that would partially address the concerns about Nugget Mall as a transfer station, which he outlined. The comments heard the most were concerns about service into the UAS campus. Maintaining this service will require tradeoffs. Mr. Steedle said the staff was not ready to make a recommendation as Mr. Duncan and Mr. Steedle were not yet in agreement.

Mr. Duncan spoke about the goals and the plan meets those goals. Seven public meetings were held at different times in different areas of the community, with about 200 participants. Dowl HKM compiled the comments. He reviewed the book of comments provided to the Assembly, and how the information was laid out. The comments were summarized and categorized in a table, and the entire comments were also provided as back up. There were concerns about censoring of comments so we wanted to categorize and tabulate comments, but all of the individual comments were included. He said the comments were treated with respect. Ms. Troll noted that Mr. Duncan said the degree of public interest was significant. They handed out information on the buses, had overhead signs in the buses, and the media ran several pieces on the topic. There was already park and ride going on coming from UAS and Nugget Mall, which was surprising. People were passionate about keeping

Nugget Mall, UAS and downtown service, and the overall feeling was that it was better to keep the service the way it was now than go with the proposed changes. People don't like the plan. The only thing we haven't changed is 30 minute headways. The consultants were clear about keeping to 30 minutes - to keep it less confusing to the riders. He proposed looking at extended headways with the drivers. He thought the plan was good, but it had received many negative comments. If we move on the plan, we need to start planning at pipeline skate park. The Assembly did not need to take action and had time to review the comments, which were very well compiled by DOWL HKM.

Ms. Crane said she was not willing to throw in the towel and not make any changes but she did not feel we were there yet. Some public did not understand the plan, and some had some legitimate concerns. She supported putting some money back into the system. It was good to go back to the drivers.

Mr. Steedle said increasing headways longer than 30 minutes is a reduction in service and he thought the ridership would be very unhappy with that. Perhaps more funds could be added to the situation, but it was a zero sum game and we need to move the resources to where they will best fit. There is a lot of information to digest, we will continue to think, and you may want to take this issue up again on December 29 COW. We need to take a look at our goals and have the Assembly state the goals and go back to the drawing board. It was not surprising that the comments were negative. The plan proposed overall was good and was the best we could do with the modifications. There is a lot of misinformation out there. People were very concerned about shifting the transfer station from Nugget Mall to the skate park but they won't be standing at the park, they will be sitting on the bus waiting for the next bus to arrive.

Ms. Crane - what happens when there are inevitable delays due to weather? Mr. Steedle said they would be out in the snow. They were making plans for lighting and shelter. The owner of the mall has said that he really does not want people in the corridor waiting for the bus and may close it if a major retailer comes in.

Ms. Troll said staff was in a tough spot with being asked to do more with less. The scheme included corrected times, and her comments were not a reflection of the staff's committment to the work. We all need to look for a better solution. The plan states that Nugget Mall will be maintained as a transfer. The skate park does not seem to work as a viable location based on the clients at St. Vincents and the seniors that have come to depend on the station at the mall. She was interested in making this work through additional funds. If a third bus were available we could potentially do different things and she did not know if that was a possibility. She would like to have staff come back with a fiscal note using additional funds. Money was required to make the skate park work, and she would prefer using the funds to making the existing system work.

Mr. Kiehl said he would read the comments. He was nervous about changing the half hour headways and that was one of the things that make the system easy and predictable, which makes any transit system work. He thought the people were done a diservice by cutting routes Douglas, UAS, downtown, North Douglas and this did not built the access to jobs and recreation needed. He shared the interest in looking at funding to see what could be done. He said it may be time to look at a fare increase. He talked about a potential loop through Jordan Creek Condos and a transfer station at Walmart as possibilities to look at. He spoke about future construction on Glacier Highway and Egan Drive that would slow the system down.

Ms. White said a bigger concern could be when private landowners were in charge of the transfer sites, this could a problem. We may need to look at pockets of property that the city owns and come up with some type of solution.

Ms. Crane said it was discouraging knowing how much work has gone into this but the work was valuable and needed to be done for years, so it would eventually get to where we need to go. There would be hard decisions to make and they needed to be made with as much public input as possible, with all of the information. She thanked the staff for the work that had been done.

Ms. Troll said change was difficult and we have a ridership that was used to the current routes. She was willing to make tough decisions, but the proposed plan was almost moving backwards and we need to revisit our goals. Maintaining the connection to the university and early service for workers are important goals to maintain. There would have to be a change, and the bus service to St. Anns is not likely to continue. From an operational standpoint, the transit plan discussed fare boxes and the operational suggestions in the plan still needed to be acted on. She was hopeful progress would be made.

Ms. Becker said that people had learned the current system, and major changes were difficult to manage. She was not sure people would accept changes and she was not very optimistic. The consultants said this is a great system and she didn't want to make changes that were not great. She asked about raising the fare.

Mr. Duncan said that the consultants said that $2 was about the max. Mr. Duncan was supportive of electronic fare boxes and there was some pass abuse, which the fare boxes could help with. We have money in the bond issue which is creeping its way to the top of the list.

Mr. Jones said he heard that seniors were more willing to lose the tax exemption than the bus service.

Ms. White asked that since there was a large percentage of free riders, would an increase in fares help. Mr. Duncan said that state and federal government mandated eligibility for transportation and it related to caravan service as well. Staff needed to reevaluate 1800 people for their eligibility and the Assembly would hear more about that. Passes could be lifetime passes and to take on pass management would add additional staff time we don't have now.

Ms. Becker thanked the staff for their input.

V. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

Mr. Jones reminded the Assembly of the Human Resources Committee meeting for all Assemblymembers on Wednesday, December 10, at 5:30 p.m. to interview applicants for the Planning Commission and the Bartlett Regional Hospital Board.

Mayor Sanford set the date for the next Assembly retreat with goal setting on Wednesday, January 14 at Noon until approximately 4 p.m., with time set for the Assembly photo.

VI. ADJOURNMENT

There being no further business to come before the committee, the meeting adjourned at 7 p.m.

Submitted by Laurie Sica, Municipal Clerk

ASSEMBLY AGENDA/MANAGER'S REPORT
THE CITY AND BOROUGH OF JUNEAU, ALASKA

Housing First Update

ATTACHMENTS:

	Description	Upload Date	Type
☐	Letter from Juneau Cooperative Christian Council dba The Glory Hole	12/24/2014	Exhibit
☐	Power Point Presentation	12/29/2014	Presentation

247 S. Franklin Street
Open 24 Hours a day
365 days a year
Food
Shelter
Hospitality

December 22, 2014

Dear Members of the Juneau Assembly,

This is an update on the Juneau Housing First project, identified as one of the top community priorities by the City and Borough of Juneau, Downtown Improvement Group, Tlingit and Haida Regional Housing Authority, Juneau Coalition on Housing and Homelessness (and all of its partner agencies), Bartlett Regional Hospital, the Juneau Police Department, Alaska Mental Health Trust Authority, Alaska Department of Behavioral Health, the Office of the Governor, as well as many other entities and members of the community. This is also a request for concrete support from the City and Borough of Juneau. Before continuing, I would like to underscore that timing is off the essence. As you will see below, all capital funding must be pledged by February 20, in order to receive Special Housing Need Funds. Additionally, the longer we wait to build the projects, the more people will die on the street, the more outrageous and nonsensical usage of the emergency services will occur, and the longer our downtown will remain unpleasant and intimidating for business owners and for the general public.

Thank you very much for taking the time to read this memo. The update and the request follows…

Land

As you will see in the information packet and hear in the presentation, Tlingit and Haida Regional Housing Authority has agreed to donate flat land to the project, adjacent to its offices in Lemon Creek. Prior to the donation, the Juneau Housing First development team has spent over 2 years searching for an appropriate parcel of land. We have worked with private real estate agents, as well as with the City's manager office to find the land. After extensive search, no appropriate parcels were found to be available for the project.

The THRHA land is a great and only option as well as a great fit. The land THRHA is contributing to the project is zoned general commercial and this type of the project, fits under the appropriate land use. The assessed value of the land is over $600,000. However, considering the shortage of developable, properly zoned land in Juneau, the actual value may be higher. This is crucial because the capital budget for the project is only sound if the land is donated. The land is on the bus line and can be connected to City water and sewer. It is close to services and amenities.

Lead Agency

In October, the Glory Hole voted to become the lead agency on the Juneau Housing First Project and has agreed to make our best effort to see if the project was feasible. Specifically, the Glory Hole Board gave its Executive Director the authority to explore whether enough capital and operational funding is available to have a viable project. It is becoming increasingly clear that with the support of the City and Borough of Juneau, the project is viable. The Glory Hole estimated that the preliminary activities for the project should take about 1.5 years. However, the timeline has drastically changed due to the capital funding available through the Special Needs Housing Grant.

Special Needs Housing Grant (SNGH)

In late November, Alaska Housing and Finance Corporation (AHFC) announced that this year's Special Needs Housing Grant Program (SNHG) will have capital funds in it. The Special Needs Housing Grant (SNHG) provides AHFC corporate dollars through competitive grants to nonprofit service providers and housing developers for construction of housing for the Alaskan special needs populations, primarily the beneficiaries of the Alaska Mental Health Trust Authority. SNGH covers capital, operating, and service costs. It is a competitive process with limited funds. SNGH is the only such funding mechanism in Alaska, while other States have other mechanisms which make development of affordable housing easier. **This is also the last year for SNHG capital funding. The SNHG grant allocation for FY16 was removed from Governor's Walker's most recent budget. The amount of this's year's grant is 3.5 million dollars of capital funding and 1.2 million dollars of operating funding distributed over 3 years. The total we are applying for is 4.7 million dollars.** The grant is due on February 20th.

This grant is highly competitive. There is another great project in Anchorage applying for 3.5 million dollars. However, no units of permanent supportive housing have been created in Juneau **and it is very likely that if the Juneau Housing First Project submits a strong application, the Juneau Housing First Project will get the entire 4.7 million dollars**. Additionally, the Anchorage project does not have community support dollars.

In order to put in a strong application, the capital funding for the project has to be completely figured out before February 20. We need your support. We are asking the City to contribute 1.5 million dollars to the project. This is a one-time capital funding request to fund a top priority project and at the same time to bring 4.7 million dollars to Juneau.

Savings

This project is a great investment for Juneau. Housing First projects save money, save lives, and create better communities. The City will save a significant amount of money in emergency service costs, BHR related costs, lives of its citizens, clean-up costs, and business dollars. Here are some statistics. If you would like more statistics, please visit the Center for supportive housing website, *www.csh.org*, and the Alaska Coalition on Housing and Homelessness website, *www.alaskahousing-homeless.org/home*, as well as the 1811 East Lake project information on the City of Seattle website, *www.seattle.gov/housing/homeless/1811*.

-East Lake 1811 is a 100 unit housing first facility in Seattle.

> Within the 1st year of operations, the project eliminated 4 million dollars from City's emergency response costs. Prior to the facility, 8.6 million dollars were spent on emergency services for the 100 individuals per year.
>
> After 6 months, jail bookings in the area of Eastlake 1811 project were down by 45%. Jail dates were down by 48%. Emergency sobriety usage was down by 91%. Shelter usage was down by 93%.
>
> *(Supportive Housing: Reducing Medicaid Costs and Improving Health Outcomes, DESC 2012, www.csh.org/wp-content/uploads/2011/12/6_9Presentation.pdf)*

-Medical Savings go down significantly when people are housed in housing first facilities

> After 6 months of operating housing first facilities, communities notice the following reductions in Medicaid costs. San Francisco 56% reduction in costs. Denver 34% reduction in costs. Portland, ME 62% reduction in costs. Portland, OR 87% reduction in costs.
>
> In Massachusetts, Medicaid costs for people in Housing First facilities dropped from the average $26,124 to $8,949.

(Integrating Housing in State Medicaid Policy, Center for Supportive Housing, April 2014. www.csh.org/wp-content/uploads/2014/04/State_Health_Reform_Summary.pdf)

While savings to Medicaid is not a direct saving to the City, the City is not an island and irresponsible use of money does not look good. The City and the Hospital will continue to rely on Medicaid dollars for many years to come and demonstrating a substantial decrease in spending on the top 40 chronic users will result in more productive partnerships with the Federal agencies.

The Emergency Room staff are some of the biggest supporters of the project.

-Detox Visit Reduction

3 of the highest utilizers of Rainforest Recovery services, all of them chronically homeless individuals, cost the City and Borough of Juneau $74,846 in 3 months, in 2011. Despite of the high costs, these individuals did not get better. They continue to remain homeless and have terrible issues with substances. This is not the right way to do business. *(Please see Ciambor's CBJ Affordable Housing Commission Presentation, January 2012)*

After 6 months of operating housing first facilities, communities notice the following reduction in detox visits. Denver 82%. Seattle 87%.

(Supportive Housing: Reducing Medicaid Costs and Improving Health Outcomes, DESC 2012, www.csh.org/wp-content/uploads/2011/12/6_9Presentation.pdf)

Aside from the cost savings from the Detox visits, it is important to note that there is almost no chance that a chronically homeless individual with substance abuse and other disorders will be able to recover in any meaningful way without living in permanent supportive housing.

-In Alaska, the Tanana Chiefs Conference, operator of the Housing First Facility in Fairbanks, report the following statistics for their residents, within the **first 3 months** of operations…

Average ER visits drop from 30 per month to 1 per month

Average Detox visits drop from 8 per month to 2 per month

Average CSP pick up dropped from 27 per month to 5 per month

Police Contacts dropped from 36 per month to 0 per month

(Please see Ciambor's CBJ Affordable Housing Commission Presentation, January 2012)

-Lives and Community

-Since the 2012 Vulnerability Index Survey, 8 people off the survey list died on the street while homeless. It is possible that 2 of the people committed suicide. While we can debate and disagree about the value of all human life, it is certain that a when a person dies on the street, it has a negative impact on the entire community. It is depressing. It is unhealthy. It created trauma. A disproportionate number of those experiencing homelessness are Alaska Native individuals, Senior Citizens, and Veterans. This is not the right way to deal with these groups.

-62% of all individuals interviewed during the Vulnerability Index Survey have been assaulted and violently attacked. Many of these attacks take place in broad day light, on Franklin Street, in front of children. This is preventable.

-64% of chronically homeless individuals use hard drugs. Many use hard drugs in the middle of Franklin Street. Again, this is preventable.

-Those experiencing chronic homelessness are much more likely to have AIDS and other serious diseases than people who have stable housing. This is a community health issue, which is preventable through creation of permanent supportive housing.

-The downtown urban decay issues, lack of pleasantness and safety downtown, difficulty doing business due to human vomit, human feces, violent disputes, and harassment will be significantly curtailed after the housing first project is operating. A City without a viable downtown is not a City that is doing great. The Juneau Housing First Project is one of the major pathways to creating a viable downtown.

Thank you again for reading this update/request. We have attached information about the project, including conceptual drawings, project description, a project summary, preliminary rough drafts of capital and operating budgets, a development schedule, and a description of the Eastlake 1811 project, different in size but very similar in scope to the intended Juneau project.

A contribution to the project by the CBJ will have a profound effect on how AHFC scores the project proposals, but only if that commitment is made before the February 20th grant submission deadline. I ask that you consider our request for $1.5M of local funds and that you forward that request to the Assembly Finance Committee so that funding options can be considered.

Please do not hesitate to contact me with any questions you may have prior to 12/29 or at any time.

Sincerely,

Mariya Lovishchuk

Mariya Lovishchuk

Executive Director, TGH

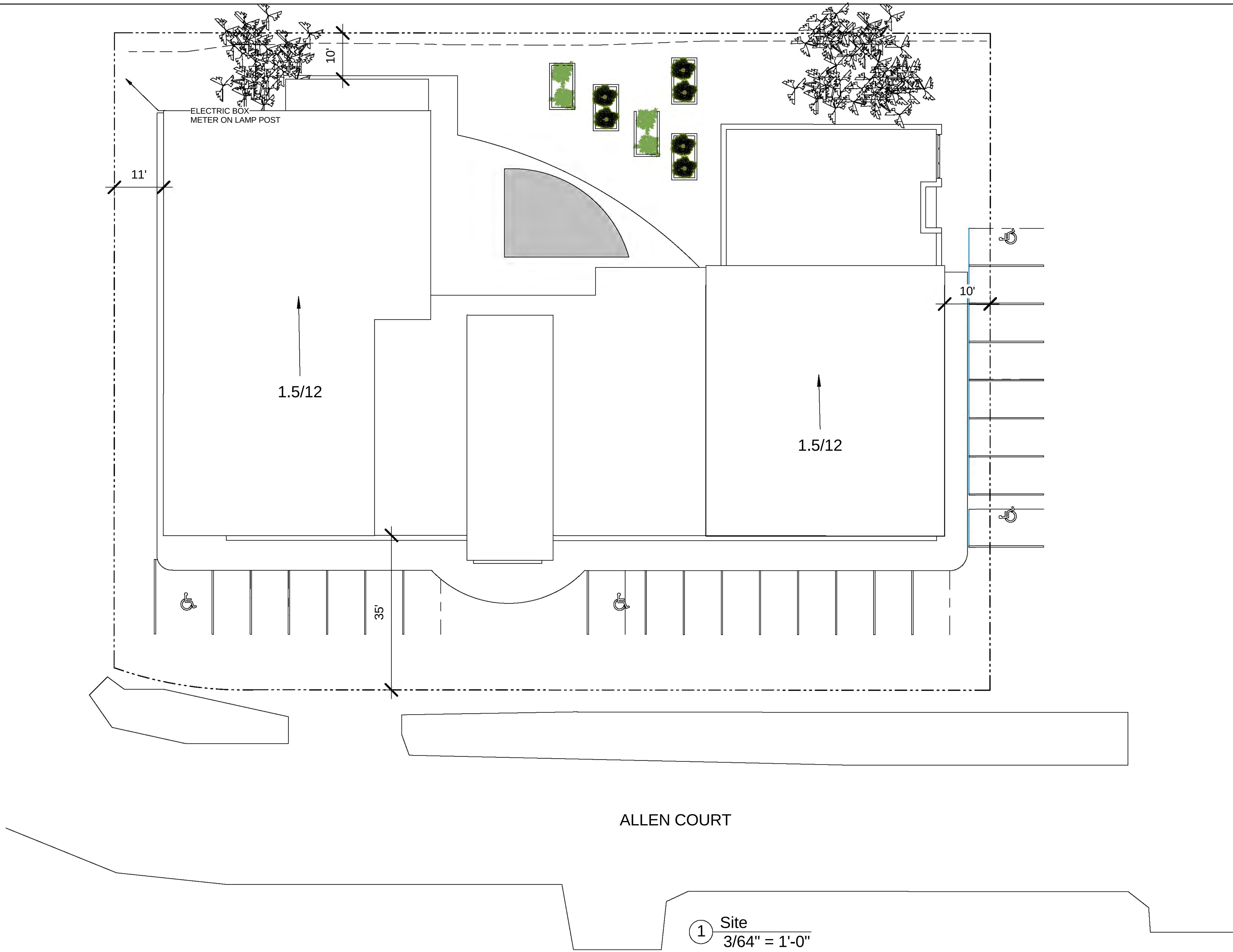
Vice-Chair Alaska Coalition on Housing and Homelessness

JUNEAU HOUSING FIRST COLLABORATIVE

FOR THE

Glory Hole

MRV Architects | STUDY IMAGES FOR THE GLORY HOLE HOUSING FIRST PROJECT VISION | 10.01.2014



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Housing for Juneau's Chronic & Vulnerable Homeless Population

JUNEAU HOUSING FIRST COLLABORATIVE

for the
Glory Hole

MRV #1415

SHEET TITLE:
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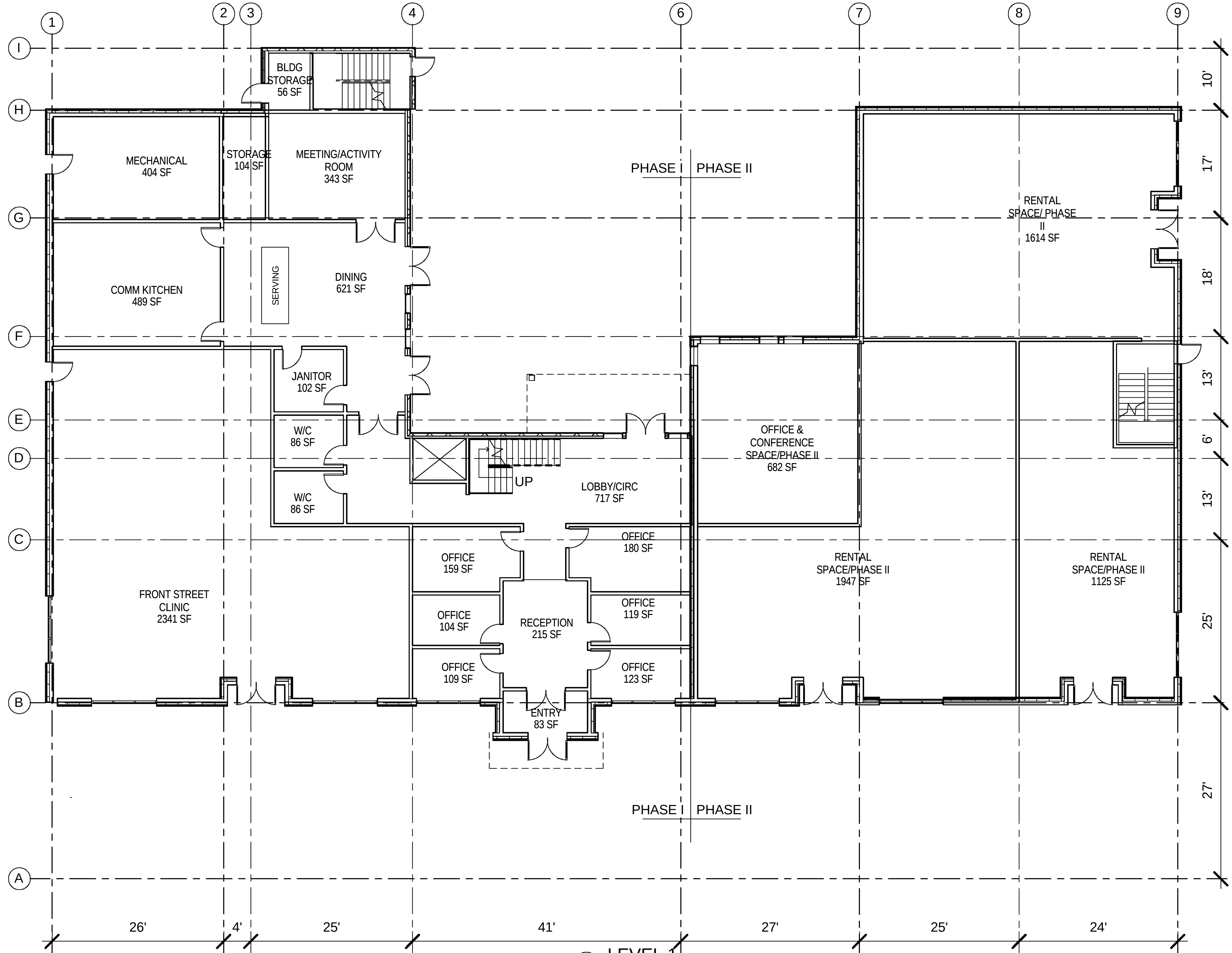

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Housing for Juneau's Chronic & Vulnerable Homeless Population

JUNEAU HOUSING FIRST COLLABORATIVE

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MRV #1415

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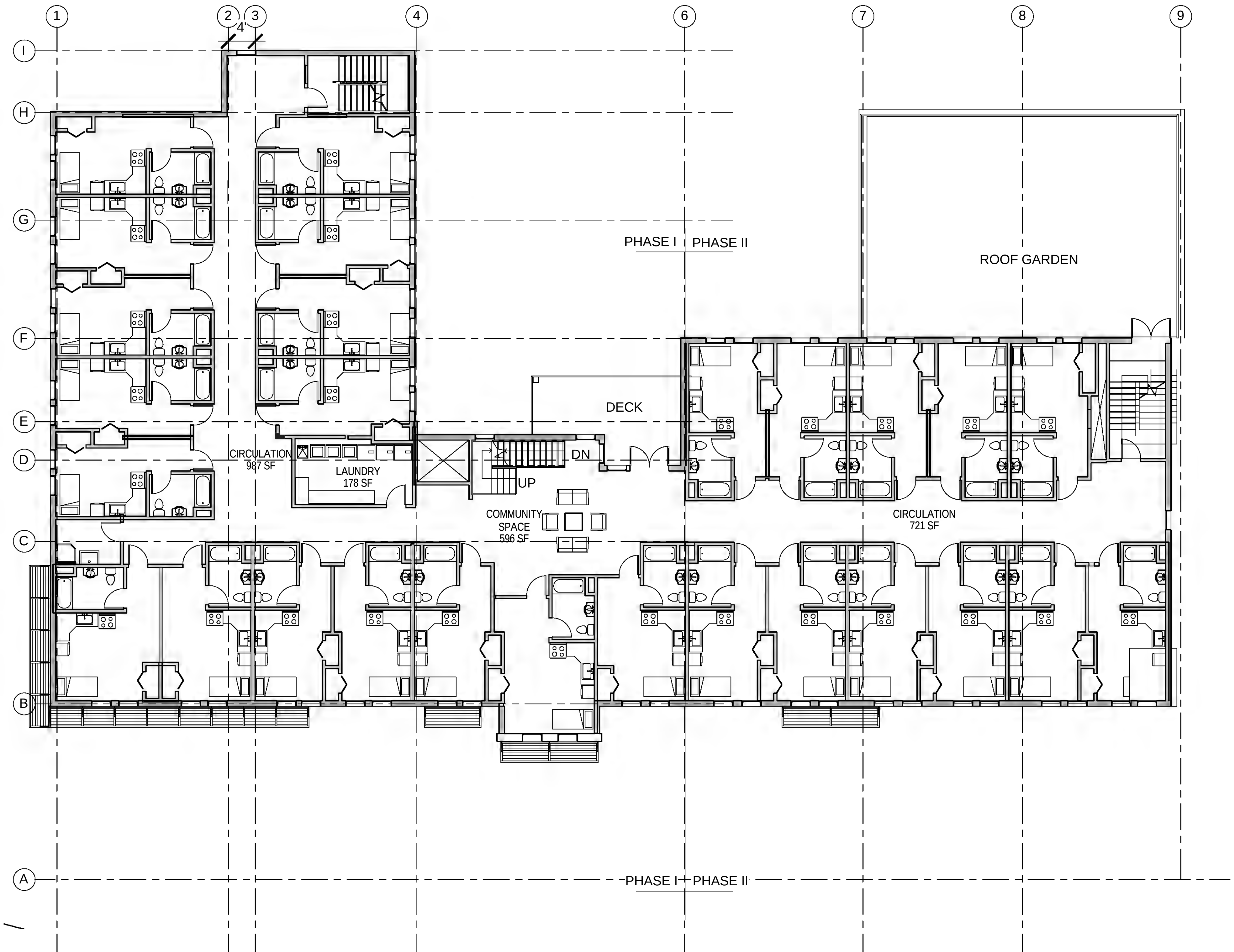

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Housing for Juneau's Chronic & Vulnerable Homeless Population

JUNEAU HOUSING FIRST COLLABORATIVE

for the
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MRV #1415

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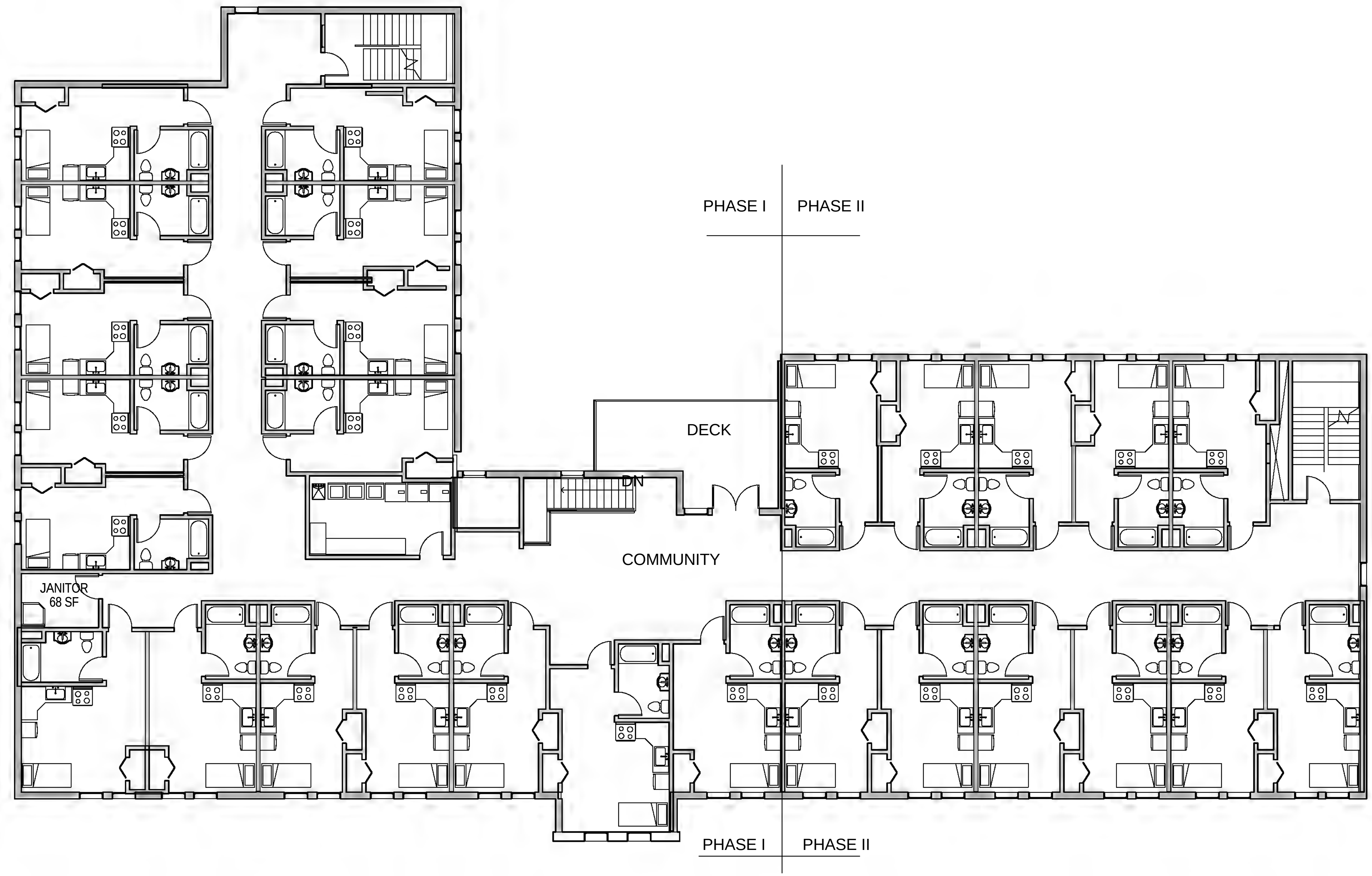

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Housing for Juneau's Chronic & Vulnerable Homeless Population

JUNEAU HOUSING FIRST COLLABORATIVE

for the
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MRV #1415

SHEET TITLE:
LEVEL 3

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SHEET NO.
A202

MRV ARCHITECTS

1420 GLACIER AVENUE, JUNEAU, AK 99801 (907) 586-1371

Project:	**Housing First Facility**	MRV 1415
Subject:	Project Description, and Design Fee Proposal	
To:	Mark Pusich, Doug Murray, Ben Haight, Dennis Berry	
Cc:	Mariya Lovishchuk, Bruce Denton, Scott Ciambor	
By:	Paul Voelckers, Sherri Von Wolfe	
Date:	December 5, 2014	

Gentlemen,

As you may be aware, the Glory Hole will be the lead agency in developing a new housing project providing critically-need services for Juneau's population of the chronically inebriated and homeless. The Glory Hole has asked MRV to assemble a design team for the design and engineering to create a bid package for the facility. We have recommended an engineering team, with tasks profiled below.

The site will be lots 4 and 5 of the Lemon Glacier Subdivision No. 2. The property, owned by Tlingit/Haida Regional Housing Authority, will be donated without cost to the project with a 99-year lease. R&M Engineers has already performed some degree of survey and engineering work on the parcel.

MRV Architects has completed initial Conceptual Design of the project, and is now working on refinement of Schematic Base materials. It is the intent of the Glory Hole management team to design and construct a two-phase project, with 32 housing units and support spaces in a first phase, with a second phase providing another 22 housing units and other non-profit agency space. The construction budget for the first phase is roughly estimated 6 million dollars, max.

The overall Phase I and Phase II facility will be designed to a schematic level by MRV, with some limited consultant involvement. This will allow overall system sizing and lot utilization to anticipate the second phase. Detailed design and engineering will be performed on Phase I only, with an anticipated July 2015 document completion date. The method of contractor selection is not yet determined.

The typical rooms units will be 260 sq.ft. efficiency apartments. Each unit will include a small kitchen, with stove, refrigerator, and sink, and a full bathroom. All surfaces, including public areas and corridors, will be very durable, and designed for great simplicity in cleaning and maintenance. Some features to limit potential for fires will likely be included, such as timers for the stove.

The Phase I support space will include a modest commercial kitchen providing day-round meal options. The other key support space will be a relocation of the Front Street Clinic, a

2,000 sq.ft. clinic with direct support ties to the serviced population. This space, not yet delineated, will include medical and dental exam rooms, counseling and office space.

1. R&M Engineers: Site, civil, surveying. Initial services will include geotechnical and hydrology assessments, working with Bruce Denton. Traditional services will include civil engineering, including utilities, parking, and drainage. Existing R&M survey work may be sufficient for surveying and grading purposes.

2. Murray and Associates: MEP Design, including plumbing, heating, ventilation, and controls. We have made the initial assumption that large central systems will be discouraged, and that ventilation will likely be provided by several HRV units serving some combination of tenant rooms. Heating may utilize in-slab hydronic, for simplicity and low maintenance. Specialized systems for the kitchen and clinic spaces will be required.

3. Haight and Associates: Electrical Design, including power, lighting, data, and low voltage systems. It is anticipated that conventional assumptions on residential units may be altered, with reduced needs for conventional outlets and data, given the tenant population. However, the clinic and kitchen space will be more specialized, and require a fair bit of sophistication.

4. BBFM Engineers: Structural design. Services will include foundations, columns, beams, walls, and lateral support systems. Some consideration will be given to possible off-site modular fabrication of the housing units, if that appears to be cost-effective.

Attached with this memo is a program of the current spaces, illustrating phase assumptions and sizes. Also attached are current plans, illustrating the general layout of rooms, and configuration of Phase I and Phase II.

Please use these materials to prepare a fee proposal for your design tasks through construction-ready documents. At this point, we do not know what services will be required during construction, and will refine those services at a later point. We are hoping to get a fee proposal to the management team by December 12, next Friday.

Please contact me with any questions. We are very excited to be involved in a project of such significant community and individual benefit for Juneau.

Paul

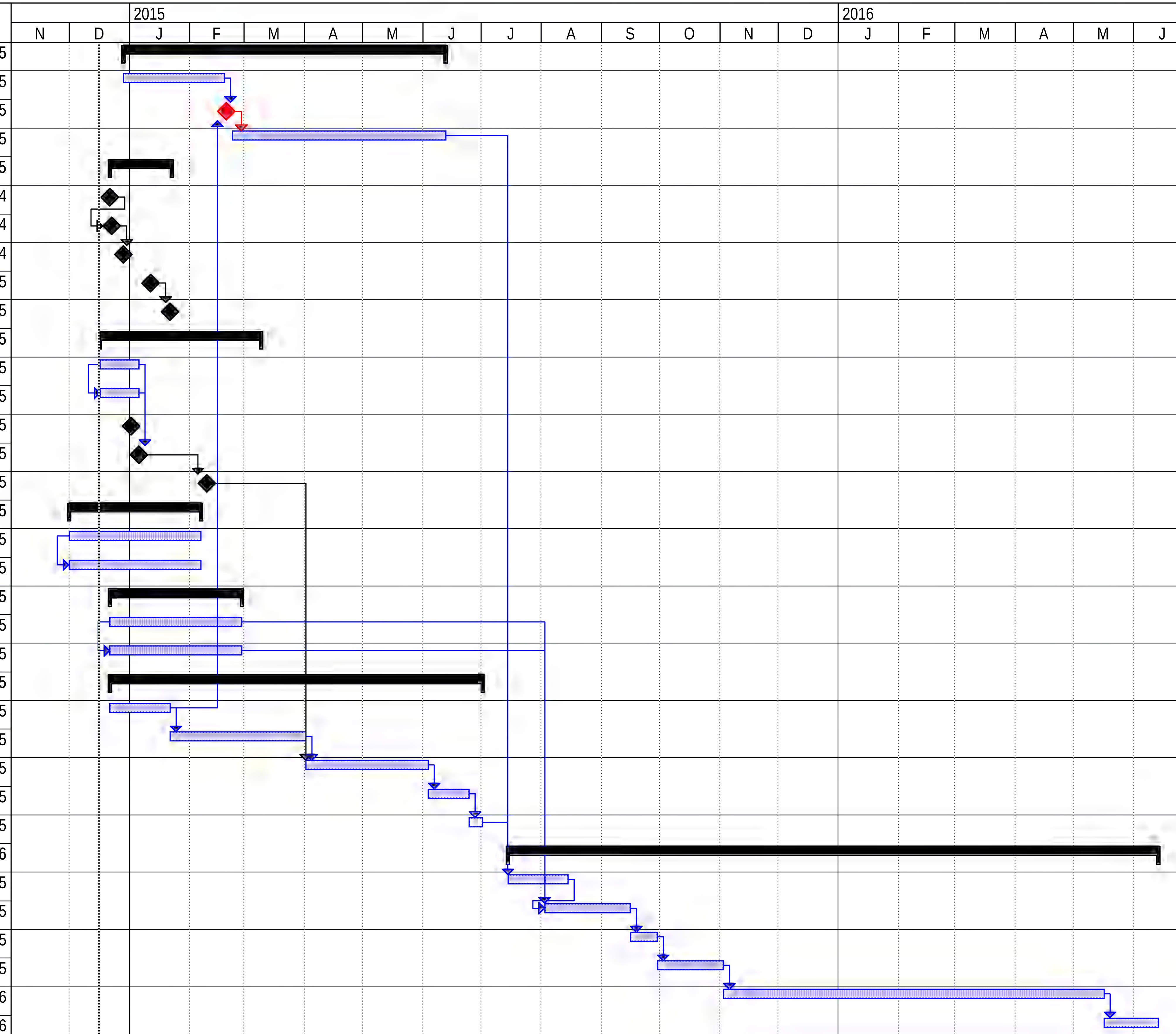
Capital Funding Sources	Phase I	Phase II	
Special Needs Housing Grant	3,500,000		
City and Borough Of Juneau	1,500,000		
CDBG Funds		850,000	
Rasmuson Foundation	1,000,000		
Murdoch Charitable Trust		450,000	
Juneau Community Foundation	600,000		
Private Sector		350,000	
NAHASDA Funds		850,000	
Other			
TOTAL	6,600,000	2500000	9,100,000

Operating Budget Rough Draft	
AHFC Vouchers	316,000
Rental Income	72,000
Basic Homeless Assistance Program	50,000
Juneau Community Foundation (HOPE Funds)	150,000
CBJ Block Grant	50,000
CBJ Water and Sewer Assistance	12,000
Department of Health and Social Services Community Matching Funds Grant	50,000
Alaska Mental Health Trust	25,000
Community Fundraising and Private Foundations	90,000
Department of Health and Social Services (Supportive Housing Assistance (new program)	40,000
Social Enterprise Venture	15,000
	870000

Please note, the estimated total annual operating cost is 840,000 (conservative estimate)
This is an estimate
Some of these sources have been confirmed and some have not
However, these are sources that fund operations of such projects in AK

JUNEAU HOUSING FIRST (DRAFT SCHEDULE)

ID	Task Name	Start	Finish
1	SPECIAL NEEDS HOUSING GRANT (SNHG)	Mon 12/29/14	Fri 6/12/15
2	Prepare application	Mon 12/29/14	Wed 2/18/15
3	Submit application	Fri 2/20/15	Fri 2/20/15
4	AHFC approval process (estimated)	Mon 2/23/15	Fri 6/12/15
5	OUTREACH	Mon 12/22/14	Thu 1/22/15
6	Submit education packet to CBJ Assembly	Mon 12/22/14	Mon 12/22/14
7	Meeting with Mayor (to be arranged)	Tue 12/23/14	Tue 12/23/14
8	Presentation to CBJ Assembly COW	Mon 12/29/14	Mon 12/29/14
9	Submit education packet to BRH Board	Mon 1/12/15	Mon 1/12/15
10	Presentation to BRH Board (confirm date)	Thu 1/22/15	Thu 1/22/15
11	PERMITTING	Wed 12/17/14	Mon 3/9/15
12	Prepare Conditional Use Permit Application	Wed 12/17/14	Mon 1/5/15
13	Prepare Parking Variance Application	Wed 12/17/14	Mon 1/5/15
14	Planning meeting at MRV (tentative)	Fri 1/2/15	Fri 1/2/15
15	Pre-Application meeting CDD (tentative)	Tue 1/6/15	Tue 1/6/15
16	Planning Commission hearing (tentative)	Tue 2/10/15	Mon 3/9/15
17	LEGAL	Mon 12/1/14	Fri 2/6/15
18	Design and create development entity	Mon 12/1/14	Fri 2/6/15
19	Design and create operations entity	Mon 12/1/14	Fri 2/6/15
20	SITE	Mon 12/22/14	Fri 2/27/15
21	Negotiate lease with THRHA	Mon 12/22/14	Fri 2/27/15
22	Investigate Glacier Hwy. access via Jenkins prop.	Mon 12/22/14	Fri 2/27/15
23	DESIGN	Mon 12/22/14	Wed 7/1/15
24	Schematic design	Mon 12/22/14	Wed 1/21/15
25	Design development	Thu 1/22/15	Wed 4/1/15
26	95% Construction documents	Thu 4/2/15	Wed 6/3/15
27	Owner and agency reviews	Thu 6/4/15	Wed 6/24/15
28	100% (bid-ready) construction documents	Thu 6/25/15	Wed 7/1/15
29	CONSTRUCTION	Wed 7/15/15	Mon 6/13/16
30	Submittals and material/equipment ordering	Wed 7/15/15	Fri 8/14/15
31	Site and foundation work	Mon 8/3/15	Tue 9/15/15
32	Steel superstructure	Wed 9/16/15	Tue 9/29/15
33	Building enclosure	Wed 9/30/15	Mon 11/2/15
34	Substantial Completion	Tue 11/3/15	Mon 5/16/16
35	Final completion and move-in	Tue 5/17/16	Mon 6/13/16



Prepared December 16, 2014 by CBJ Engineering

Downtown Emergency Services Center: 1811 Eastlake

1811 Eastlake
Seattle, Washington

1811 Eastlake is the latest addition to DESC's supportive housing program and serves 75 homeless men and women with chronic alcohol addiction. It is the first housing program of its kind in Washington to use this innovative housing model for addressing the needs of chronic homeless alcoholics. Residents benefit from 24 hour - 7 day a week support including mental health and chemical dependency treatment, primary health care, meals, and counseling assistance. The project aims to improve the lives of its residents through reduced alcohol consumption, better health care, and increased stability.

CSH's Taking Health Care Home Initiative

The Corporation for Supportive Housing (CSH) has launched a national effort to prevent and end homelessness for thousands of people with chronic health problems. The Robert Wood Johnson Foundation has awarded CSH $16.2 million over six years to advance this national effort through the **Taking Health Care Home** Initiative.

Through **Taking Health Care Home**, CSH works with selected states and localities to demonstrate how they can create permanent supportive housing (PSH) that ends homelessness for people with chronic illnesses – drug and alcohol dependency, mental illness, and HIV/AIDS – and how that experience can be replicated on a national scale.

Under the **Taking Health Care Home** Initiative, CSH has awarded $6 million in grant funding to 11 state/localities to:

- Establish integrated systems that finance and deliver housing and supportive services,
- Increase and better coordinate public and private investment in the creation of PSH, and
- Create a pipeline of PSH for homeless, disabled people.

Since becoming a THCH grantee in 2003, Washington has:

- Created a local Homeless Housing Funder Group to coordinate public/private resources to create new PSH.
- Passed the Homeless Housing and Assistance Act (2163) generating $14 million per year for homeless programs.
- Added 800 PSH units to the pipeline.

Financing

Capital	
City of Seattle Housing Levy	$ 2,150,785
King County	$ 1,320,000
State Housing Trust Fund	$ 1,224,492
LIHTC	$ 5,589,675
Federal Home Loan Bank	$ 524,925
HUD - McKinney SHP	$ 400,000
DESC (private funding)	$ 25,016
Total	**$ 11,234,893**
Operating	
Project-Based Section 8	$ 163,000
Seattle Housing Levy (Operations & Maintenance)	$ 50,000
McKinney SHP	$ 139,422
Resident Rent and other private sources	$ 197,270
Total	**$ 549,692**
Services (amounts do not include primary care and supportive services provided by partners)	
HUD - McKinney SHP	$ 418,872
State Substance Abuse Treatment Expansion Dollars	$ 125,486
Total	**$ 544,358**

About Downtown Emergency Service Center

Downtown Emergency Service Center (DESC) is a non-profit organization working to end the homelessness of vulnerable people, particularly those living with serious mental or addictive illnesses. DESC's programs include overnight shelter and emergency services, mental healthcare, drug and alcohol treatment and over 600 units of permanent supportive housing.

DESC is one of the largest multi-service agencies serving homeless adults in the Pacific Northwest, reaching over 6,000 people annually with a budget of close to $15 million and a staff of over 250. DESC receives funding from the City, County, State and Federal governments, along with United Way and private philanthropy and has been recognized by HUD and others not just for quality, but for effective integration across programs that constitutes a "continuum of care" within the agency.

About 1811 Eastlake

Overcoming Community Opposition: Development of 1811 Eastlake was stalled for over two years as DESC battled legal challenges from a prominent downtown business owner. Litigation escalated through the state system to the Supreme Court in favor of the project. The opponent then advocated for new state legislation prohibiting the state's tax credit allocating agency from awarding credits to any project serving addicted people that did not require on-site sobriety. Strong advocacy from the director of Washington State Housing Finance Commission, a legislator from the King County Council, the Seattle Office of Housing, the City of Seattle mayor, all coordinated by Bill Hobson, DESC Executive Director, successfully defeated the provision. The legal delay forced DESC to return tax credits (due to time limited awards), which were later re-instated.

High Utilizer Data Drives Targeted Tenancy: King County's Mental Health, Chemical Abuse & Dependency Services Division (MHCADSD) gathered and analyzed data on high utilizers of the sobering unit and the Crisis Triage Unit (CTU). At DESC's request, MHCADSD's Director combined this information with data on utilization of jails and medical services, as well as a cost estimate of service utilization, in order to prioritize the highest utilizers for tenancy at 1811 Eastlake. This data was also used to emphasize the need to serve this population and to develop more permanent supportive housing resources. DESC partners with the medical community to have onsite medical services. DESC is partnering with the University of Washington to conduct rigorous research on 1811 Eastlake with funding from the Robert Wood Johnson Foundation.

For more information on 1811 Eastlake, visit DESC's website at: http://www.desc.org/1811.html

About CSH

The Corporation for Supportive Housing (CSH) is a national, nonprofit organization that helps communities create permanent housing with services to prevent and end homelessness. CSH advances its mission by providing high-quality advice and development expertise, by making loans and grants to supportive housing sponsors, by strengthening the supportive housing industry, and by reforming public policy to make it easier to create and operate supportive housing. CSH delivers its core services primarily through eight geographic hubs: California, Illinois, Michigan, Ohio, Minnesota, New Jersey, New York, and Southern New England (Connecticut, Rhode Island). CSH also operates targeted initiatives in Kentucky, Maine, Oregon, and Washington, and provides limited assistance to many other communities.

CSH supportive housing it works

Corporation for Supportive Housing
1330 Broadway, Suite 601
Oakland, CA 94612
T: 510-251-1910 ext. 210
F: 510-251-5954
E: christina.garcia@csh.org
www.csh.org

Juneau Housing First Project

1. Introduction and Goals
2. Building Features and Construction Costs
3. Site and Location
4. Building Design
5. Capital Funding Sources
6. Operating Costs and Sources
7. Next Steps and Timeline

Exterior Rendering

Housing First - Glory Hole

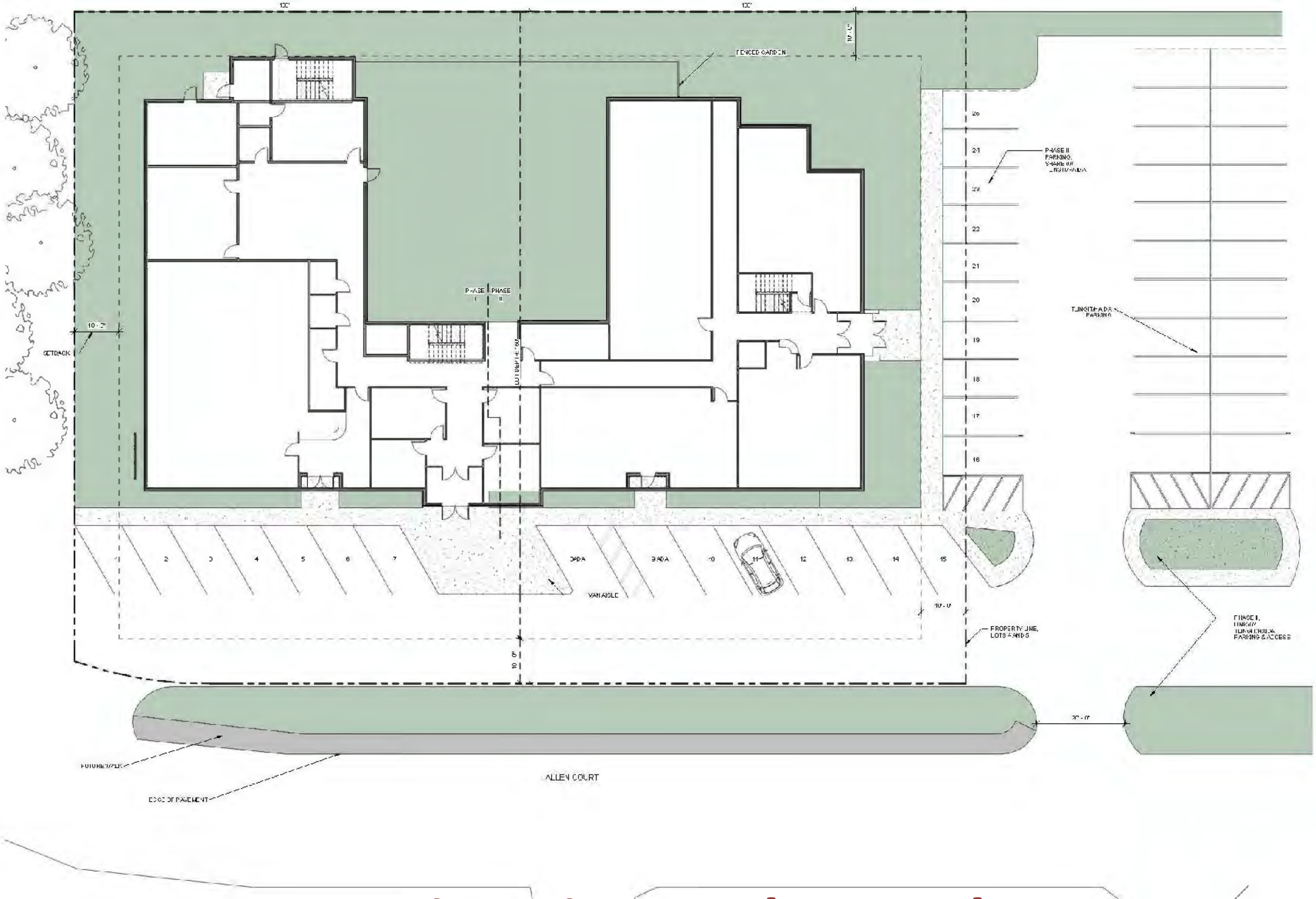
Building Features, Size, and Cost

Phase I - Housing - 32 SRO units at 250 sq.ft.; 8,000 sq.ft.
Phase I - "Front Street" Clinic; 2,100 sq.ft.
Phase I - Dining Room and Kitchen; 1,100 sq.ft.
Phase I - Support and Administrative Offices; 500 sq.ft.
16,500 sq.ft.

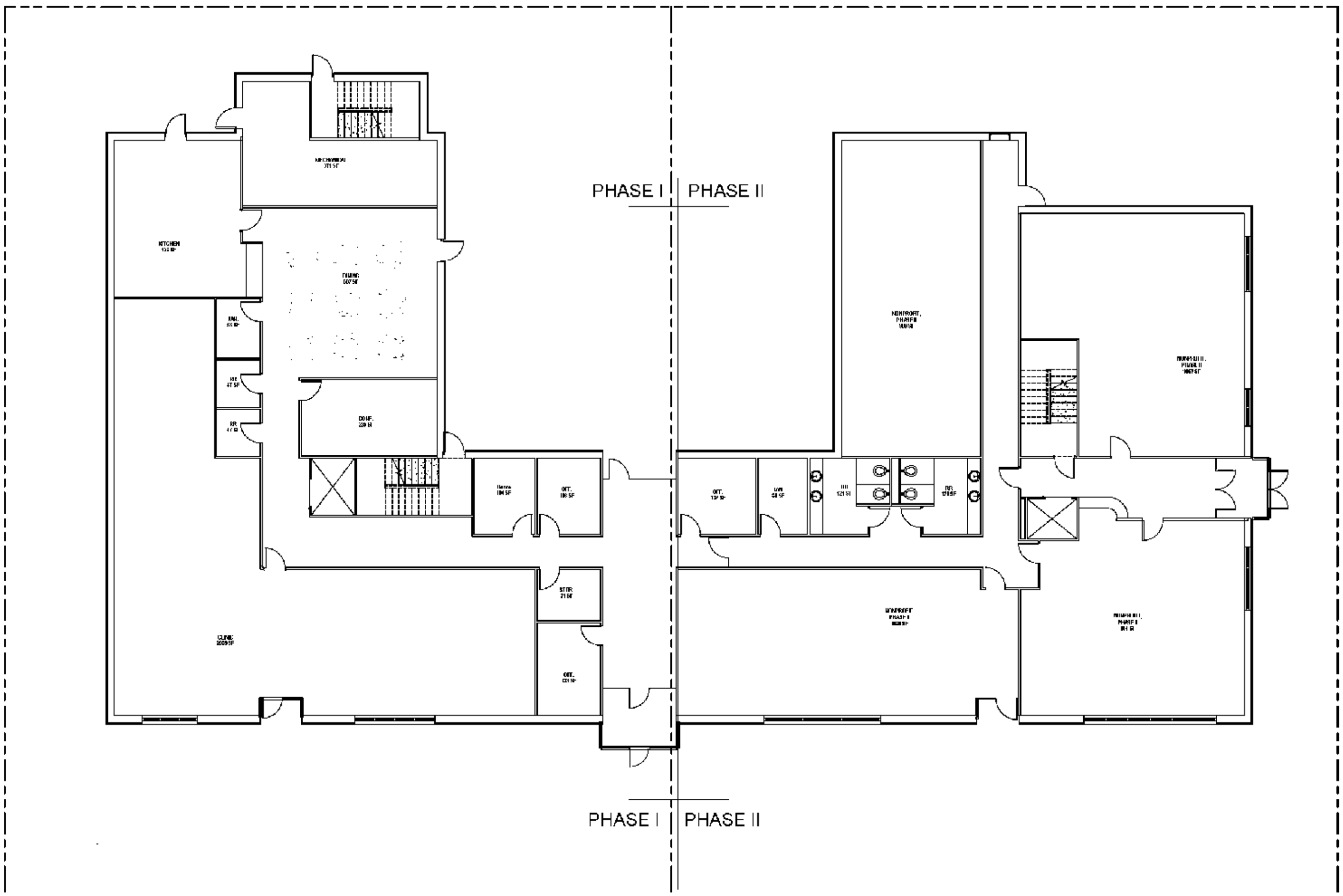
Phase I - Construction Cost; 16,500 x $375/sq.ft.: $6,200,000
Phase I - Construction Contingency @ 10%: 600,000.
Phase I Construction Estimate **$6,800,000**

Phase II - Housing – 24 SRO units at 250 sq.ft.; 6,000 sq.ft.
Phase II - Non-profit agency space; approx. 7,000 sq.ft.
(SAIL, ORCA, United Way, NAMI, etc. under discussion) 17,500 sq.ft.

Housing First Site Plan

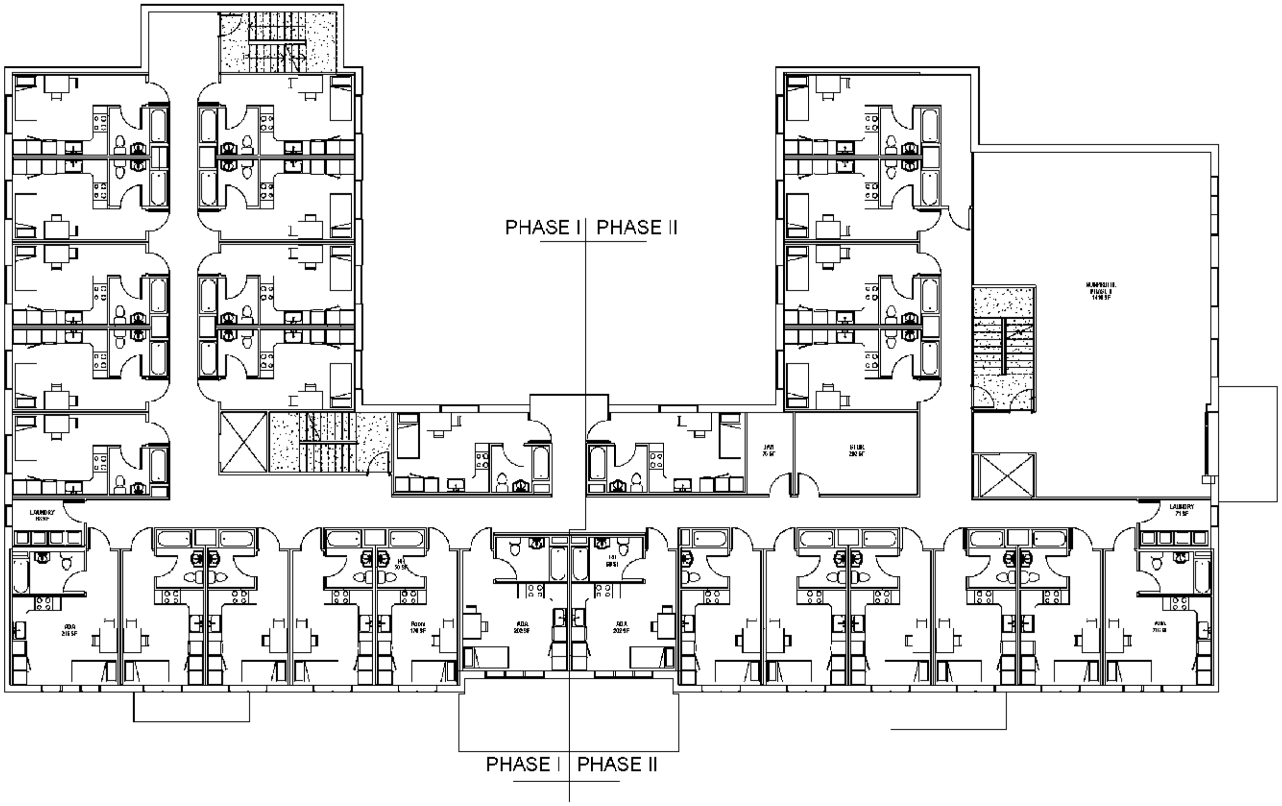


First Floor Plan



Housing First - Glory Hole

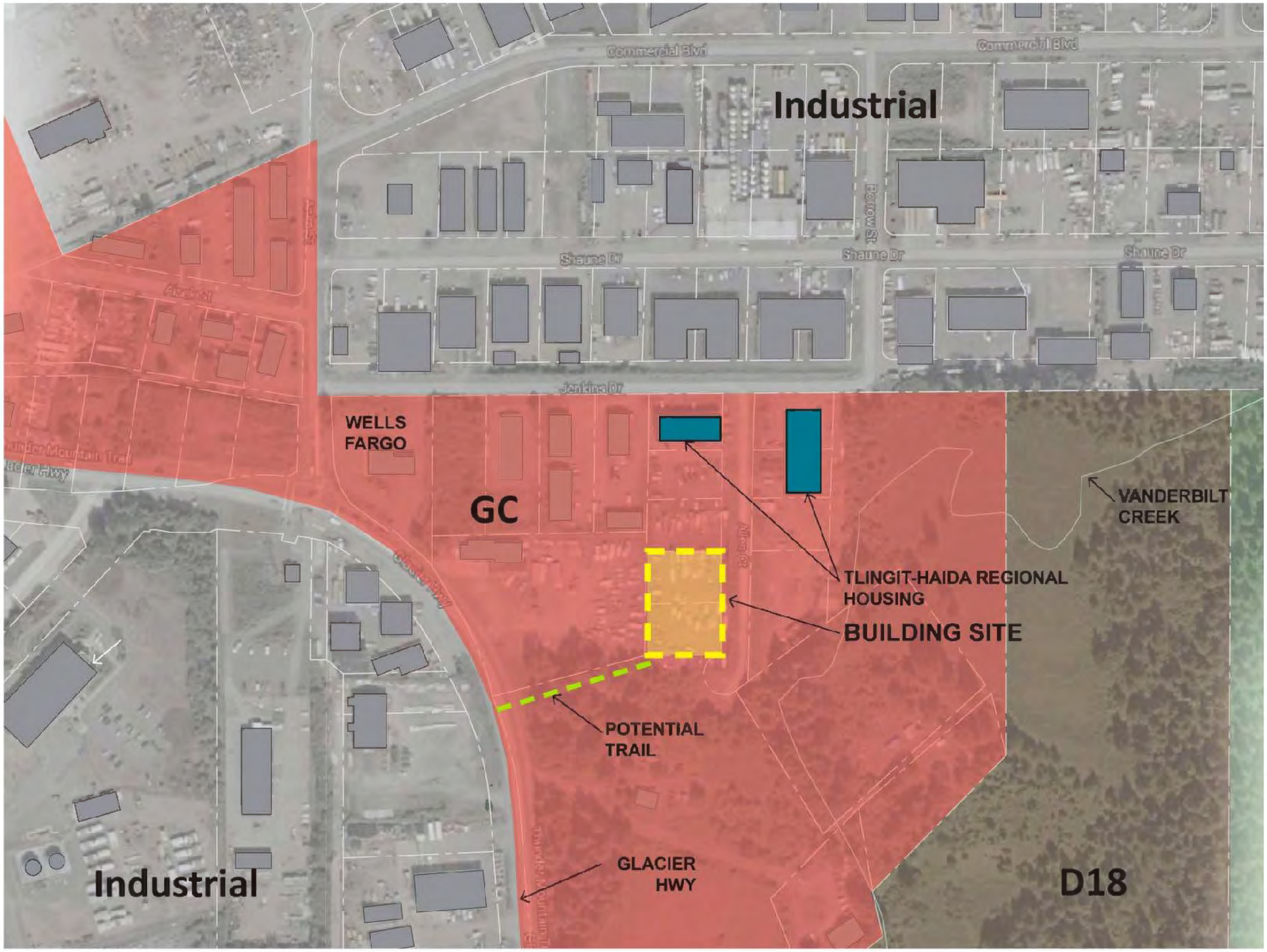
SRO Housing, Floors 2 & 3



Exterior Rendering

Housing First - Glory Hole

Lemon Creek Vicinity Plan



Housing First - Glory Hole

Capital Construction Budget

Capital Funding Sources	Phase I
Special Needs Housing Grant	3,500,000
City and Borough Of Juneau	1,500,000
CDBG Funds	
Rasmuson Foundation	1,000,000
Murdoch Charitable Trust	
Juneau Community Foundation	600,000
Private Sector	200,000
NAHASDA Funds	
TOTAL	**$6,800,000**

Annual Operating Budget - Expenses

Staffing, payroll (including liabilities at 30%)	660,000
Heating/Electricity	32,000
Insurance	28,000
Maintenance and Repairs	18,000
Accounting, collections, audit	22,000
Water and Sewer	12,000
Garbage	7,000
Supplies and materials	11,000
Contract services (snow removal, janitorial, elevator, alarm)	18,000
Food for kitchen operation	25,000
Misc. taxes, fees, and permits	7,000

(Estimates based on St. Vincent De Paul, Glory Hole)

840,000

Annual Operating Budget - Revenue

AHFC Vouchers	316,000
Rental Income	72,000
Basic Homeless Assistance Program	50,000
Juneau Community Foundation (HOPE Funds)	150,000
CBJ Block Grant	50,000
CBJ Water and Sewer Assistance	12,000
Depart of Health and Social Services Community Matching Grant	50,000
Alaska Mental Health Trust	25,000
Community Fundraising and Private Foundations	90,000
Department of Health and Social Services (Supportive Housing Assistance -new program)	40,000
Social Enterprise Venture	15,000
	870,000

($30,000 Operating Surplus)

Facility Staffing Projection

Facility Director	1 FTE
Housing Specialists	8 FTE
Driver	.5 FTE
Community Relations and Development	.5 FTE
Connections and Benefits	1.75 FTE
Special Project Coordinator	.75 FTE

12.5 Total Staff Projection

The Time is Now!

1. Assembly Support for Funding – February 10
2. Secure SNHG Construction Grant
3. Complete Design – June 2015
4. Contractor Selection
5. Construction – Commence July, 2015
6. Resident Move-in - June, 2016

ASSEMBLY AGENDA/MANAGER'S REPORT
THE CITY AND BOROUGH OF JUNEAU, ALASKA

Housing Matrix Update

ATTACHMENTS:

	Description	Upload Date	Type
☐	Memo re Housing Matrix	12/26/2014	Cover Memo
☐	Housing Matrix - December 2014	12/26/2014	Report
☐	Rob Steedle Memo re: Property Tax Exemptions	12/26/2014	Report

MEMORANDUM

CITY/BOROUGH OF JUNEAU

City & Borough Manager's Office
155 S. Seward St., Juneau, Alaska 99801
rob.steedle@juneau.org

Voice (907) 586-5240
Fax (907) 586-5385

DATE: December 24, 2014

TO: Assembly Committee of the Whole

FROM: Rob Steedle
Deputy City Manager

SUBJECT: Progress on the Housing Matrix

In January through May of 2013, the CBJ Assembly Ad Hoc Housing Subcommittee received ideas for alleviating Juneau's housing shortage from developers, builders, realtors, lenders, and others. Those ideas were compiled into a list known as the Housing Matrix. The matter was last discussed in this committee one year ago, and it is time for a progress report.

This committee will begin considering a major update to Title 49 next month. A new chapter, Chapter 17, consolidates all code specific to subdividing property, greatly improving the readability and usability of the code. More importantly, the process of creating subdivisions of up to 12 lots is simplified, and road standards are relaxed in order to lower costs for developers, and, ultimately, buyers. This ordinance addresses 7 of the 74 suggestions in the housing matrix.

Next month, this committee will also be reviewing another proposed change to Title 49 enabling the construction of larger accessory apartments. This is a direct result of the work of the Ad Hoc Housing Subcommittee.

There were a number of suggestions that CBJ provide tax incentives for various forms of development. Unfortunately, none of those ideas can be implemented under current law in this state. However, there are other options for creating incentives that the Assembly may enact by ordinance, and they are presented in a separate memo in this packet.

In summary, staff continues to make progress on the actionable suggestions provided to the subcommittee, and will keep you apprised of new developments.

Recommendations Made by Housing Groups to the Ad Hoc Housing Committee

Idea #			Responsible Party	Committee Task	Staff Comments	Bankers	Developers	Builders	Realtors	Other
IN PROGRESS										
1	CBJ Land	Facilitate development of affordable housing by allocating some land for affordable housing in newly released land	Lands Office	Lands	Lands Manager is preparing the Switzer "2A" parcel for subdivision to facilitate a housing project. Application for wetlands permit under review by Corps of Engineers. Pederson Hill access road planning is underway.	X				
2	CBJ Land	Move forward with infrastructure development and disposal plans for the Switzer and Pedersen Hill tracts without delay.	Lands Office	Lands	Affordable Housing Commission recommendation, April 2, 2013 letter to Assembly.					X
6	Code Change	Infrastructure, such as paving and sidewalks, add to the cost of housing	Planning Division, PWFC, COW	PWFC	Addressed by new subdivision ordinance.		X	X		
7	Code change	Allow higher square footage and 2 bedrooms for Accessory Apartments	Planning Division	Lands	Draft ordinance will be introduced in January, 2015.	X				
22	Financing	Provide alternative funding for mobile home as a revolving loan fund	Assembly	Finance	The Affordable Housing Commission is considering the merits of implementing this	X				
27	Incentives	CBJ Contribute to a percentage towards infrastructure, water, sewer, drainage, streets. In all new development within the next 5 years or until re-evaluated	Assembly	PWFC	The intent behind this suggestion was to reduce the costs borne by developers of subdivisions. The draft subdivision ordinance that Assembly will begin reviewing in February, 2015 achieves this goal by providing for reduced infrastructure standards.			X		
28	Incentives	Lessen subdivision standards at least for a limited time, until development is stimulated. Then re-evaluate, as Juneau grows it will better be able to afford the luxuries.	CBJ Staff, PWFC, COW	PWFC	Addressed by new subdivision ordinance.			X		
56	Planning	Adopt a Housing Plan to provide a roadmap to remove barriers to development and provide incentives so that a sufficient number of new housing units are built to meet the needs of the community now and in the future. The Housing Plan must include a detailed analysis of Juneau's housing situation that reflects recent zoning changes, infrastructure development, and the specific types of housing units needed. It will include a range of strategies for housing development including community financing, property tax and financing incentives, and strategies to broadly and specifically remove barriers to development.	---	COW	Work on the Housing Action Plan began December, 2014 and expected delivery of the report is September, 2015.					X
62	Zoning	Minor subdivision be increased from 4 lot max to 12 lots.	Law, Planning Division	COW	This is specified in the draft subdivision ordinance that the Assembly will begin considering in February, 2015.					X
63	Zoning	Reevaluate minor and major subdivisions	Law, Planning Division	COW	Addressed by draft subdivision ordinance.	X				
64	Zoning	Reduce requirements for building a Subdivision	CBJ Staff, PWFC, COW	PWFC	Addressed by draft subdivision ordinance.					X
65	Zoning	City put in place cost saving measures for building a subdivision.	CBJ Staff, PWFC, COW	PWFC	Addressed by new subdivision ordinance.					X
COMPLETE										
3	Code Change	Resolve the FEMA Flood Map	Assembly	COW	Complete. Ordinance was adopted July, 2013.	X				

Idea #			Responsible Party	Committee Task	Staff Comments	Bankers	Developers	Builders	Realtors	Other
68	Zoning	Development should be able to go higher density	---	---	Changes to density limits in 2012 created development rights for thousands of new dwelling units; eight rezoning ordinances were passed by the Assembly in 2013 and 2014.		X			
PENDING										
9	Code Change	Allow Detached Zero Lot Line	Planning Division, Building Division, Fire Marshal	PWFC	This is a setback reduction (to zero feet) recommendation. Fire protection will be needed per Title 19.		X	X		
15	Code Change	Remove requirement of underground utilities	Assembly	PWFC	This is a required by 62.40.070, which has been in effect since 1971. Staff discussed the merits of this requirement internally and with AEL&P, and no strong preference emerged. It is unlikely that removing this requirement will lower the cost of developing subdivisions. This matter was discussed at the Public Works and Facilities Committee meeting on 12/8/14. The committee has not made a recommendation.		X	X		
23	Financing	City could encourage AHFC financing of mobile homes	Assembly	Finance	The Assembly could pass a resolution and lobby AHFC.		X	X		
25	Incentive	Support changing tax deferral to tax abatement	Manager	Finance	The Assembly could pass a resolution and lobby legislature.			X	X	
41	Other	Assembly should create relationship with industry	Assembly	COW	This could be a regularly recurring item for the Committee of the Whole.	X	X		X	
42	Other	Lobby AHFC to extend Energy Rebate Program to rental properties and to extend the period of time to complete work.	Assembly	COW	The Assembly could pass a resolution and lobby AHFC.	X				
46	Other	Use the Community Land Trust already in place	---	---	CBJ is doing this to a limited extent for the high school house building program. Staff will explore opportunities for expansion.	X				
74	Zoning	Evaluate zoning impacts on financing	---	Finance	"homes, whether modular or mobile, on lots with a use code of "mobile on lot" are not eligible for standard secondary market financing." Staff will investigate whether a change in wording for certain land use designations can alleviate this issue.	X				
NO ACTION										
4	Code Change	Parking-Formula-driven parking requirements should be eliminated and should reflect actual parking load of a development	Assembly	Lands	The Comprehensive Plan Update includes a Bonus Eligible Area map that will enable us to move forward with developing and adopting bonus procedures to further reduce parking requirements in appropriate situations. Although parking requirements will not be eliminated altogether, they will be reduced in certain areas and conditions.		X	X		
5	Code Change	Keep Housing Regulations Under Control—zoning and building regs are excessive	Building, Planning Divisions	---	In the last ten years, ordinances have: reduced setbacks, reduced parking requirements, increased height limits, increased density limits, allowed for smaller lot sizes (bungalow), allowed for new housing types (SROs, bungalows, and cottages), increased the number of dwellings considered minor development, narrowed lot width requirements for panhandle subdivisions, upzoned property, created and then expanded the Fee-In-Lieu of parking district, expanded the PD-1 parking district, simplified accessory apartment process, allowed detached accessory apartments, and increased the threshold for allowable use permits. CDD will examine code for additional areas to encourage housing development.	X	X	X	X	

Idea #			Responsible Party	Committee Task	Staff Comments	Bankers	Developers	Builders	Realtors	Other
8	Code Change	Redundant Ordinances - if state or fed, remove from city books	Building and Planning Divisions	COW	CBJ enforcement staff are not authorized to enforce most state and federal laws. In some cases, local governments are required to adopt particular standards in accord with state or federal laws. Ultimately, if a requirement is "redundant," it must be met anyway, so it does not cost builders anything extra to meet it for CBJ requirements than for state or federal requirements. On an ongoing basis, staff will look for code that is not needed to protect the public.	X	X	X	X	
10	Code Change	Make possible to build Zero Lot Lines and duplexes	---		Duplexes may be built in any zoning district other than WI and I. 0-lots, or Common-Wall subdivisions, are allowed in the D5, D10-SF, D10, D15, D18, MU, MU2, and I zoning districts.					X
11	Code Change	Redefine 3-Story Structures	---		There are no maximum height limits in the Industrial and MU districts. The only places that there are 35 foot height limits are in residential and Waterfront Commercial districts.		X	X		
12	Code Change	Do legal research to see how much liberty city has to modify code for is own use.	---	---	The International Building Code is updated by the International Building Council every three years. The State Fire Marshal reviews the revised code and makes any necessary modifications for Alaska. Although the State Fire Marshal can be less stringent than the International Code, the CBJ cannot be less stringent than the State Fire Marshal.		X	X		
13	Code Change	For every new code provision created take three or four out of the code.	---	---	As new code provisions are considered by the Planning Commission and the Assembly, opportunities for comment regarding redundant or conflicting provisions exist.		X	X		
14	Code Change	So many codes and some don't apply to smaller development (example: 50' separation between doors to meet code is expensive and not logically necessary.)	---	---	The International Building Code is updated by the International Building Council every three years. The State Fire Marshal reviews the revised code and makes any necessary modifications for Alaska. Although the State Fire Marshal can be less stringent than the International Code, the CBJ cannot be less stringent than the State Fire Marshal.	X	X	X		
16	Code Change	Re-evaluate codes; the list of codes that Juneau can do without is enormous. Most local codes stem from communities ten times the size of Juneau. Over regulation is choking development.	---	---	Examples are needed of the specific codes recommended for elimination.			X		
17	Culture	Every City employee at every level should be serving as a pro-active advocate of housing development	---	---	Affordable Housing Commission recommendation, April 2, 2013 letter to Assembly.					X
18	Culture	More manners need to be shown at hearings (Planning Commission)	---	---	Planning Commission rules of order prevent any disparaging comments or questioning the applicant's ethics or integrity. If poor behavior occurs in a meeting, applicants should contact the City Manager citing the meeting, so that the recording can be listened to, and corrective action taken if needed.	X	X	X	X	
19	Culture	Evaluate City's Culture when it comes to building—messages from various City offices are contradictory	---	---	Seemingly contradictory answers are often caused by incomplete questions. CBJ staff does its best to understand what information is desired. If there is a problem with inconsistency, contact the City Manager for review.	X				
20	Culture	Take Advice to Heart—listen to advice from developers	---	---	CBJ welcomes input from all.		X	X		
21	Culture	Create "How may we help you" at CDD rather than the "you can't do that" department. Organize plan review, zoning, engineering under one department. Let planners get back to planning for the future rather than reacting to what comes across their desks.	---	---	CBJ employees are here to help residents, and sometimes that help means they need to explain that, by code, "you can't do that, but you can do this." Plan review, zoning, and general engineering are all handled by the permit center, which functions as if it were a single department. All CBJ planners need to do both long-range and current planning because of our small size.			X		

Idea #			Responsible Party	Committee Task	Staff Comments	Bankers	Developers	Builders	Realtors	Other
24	Financing	Caution to City Involvement—City cautious about financing housing projects with public funds that competes with private developers	---	Finance			X	X		
26	Incentives	Abate Inventory Lot Tax—property tax on unsold lots held in abeyance until lots are sold.	---	---	CBJ can only defer the taxes, it does not have authority to abate under state law.	X	X	X	X	
29	Incentives	Reduced permit fees, lower plan review by 75% vs 40% for repetitive plans submitted unless new code has been adopted	---	---	Developers do not usually take advantage of this reduced fee, as it is today. Very little demonstrated demand in the development community for repeat plans.			X		
30	Incentives	Cut Permit Fees	Assembly	Finance	CBJ's permit fees are low compared to most Alaskan communities, and do not cover costs currently.		X	X		
31	Incentives	Incentives for Amenities (picnic, recreation, playground exempt from property tax)	---	---	Property dedicated to the public is not taxed.	X	X	X	X	
32	Incentives	Incentive for Green Areas—be exempt from property tax	---	---	Property dedicated to the public is not taxed.		X	X		
33	Incentives	Consider tax incentives for existing condo associations that renew their association approval with investors	---	---	The CBJ does not have the authority to do this under state law.	X				
34	Incentives	Offer tax offsets for costs necessary for condo audits and inspections	---	---	The CBJ does not have the authority to do this under state law.	X				
35	Incentives	Establish an incentive for associations that have by-law requirement for eligibility with investors	---	---	The CBJ does not have the authority to do this under state law.	X				
36	Incentives	Tax Incentive—new multiplex apartments declining property tax for first 5 years	---		The CBJ does not have the authority to do this under state law.	X	X	X	X	
37	Incentives	Tax Incentives to help mitigate the cost of development—defer increase tax	---	---	The CBJ does not have the authority to do this under state law.	X				
38	Incentives	Establish property abatement for up to five years for builders of rental properties	---		The CBJ does not have the authority to do this under state law.		X	X	X	
39	Inspection	Private Inspectors—builders able to retain licensed engineers or certified professionals bonded for inspections in lieu of City inspectors	---	---	This is already allowed, although it results in more costs to the builder. Permit fees do not cover the costs of inspections.		X			
40	Inspection	City be Responsible (financial responsibility for its inspection oversights)	---	Finance	Inspection oversights are very rare.		X			
43	Other	Empower the code review committee, building department, director, planning director, and engineering director to do everything they can within their power to get housing built	---	---	CBJ Assembly and staff are very serious about addressing the borough's housing shortage using all available resources.			X		
44	Other	Consider projects to house certain employee groups such as seasonal workers	---	---	The CBJ is not directly involved in developing housing projects.	X				
45	Other	City Cautious of its Sole-Source Power	---	---			X	X		
47	Other	Create a Community Development Association	---	COW	At the 2/25/13 Ad Hoc Housing Subcommittee meeting, "Consider the creation of a Community Development Association, charged with facilitating responsible development and redevelopment opportunities in Juneau." CDD has that responsibility, but not from a financial guidance perspective. Financial guidance is best left to private industry.	X				
48	Other	Help newly formed condo associations with their formation so they get adequate presales and investor approval by providing education and resources	---	---	CBJ does not have the expertise to take on this work, and the work is better suited to the private or non-profit sectors.	X				

Idea #			**Responsible Party**	**Committee Task**	**Staff Comments**	Bankers	Developers	Builders	Realtors	Other
49	Other	Disagree with Subsidized Housing	---	COW						X
50	Permitting	Review the policies on intersections and traffic studies	---	PWFC	These are new, and have only been required in a handful of cases. The thresholds for requiring a Traffic Impact Analysis (TIA) are fairly high: 0-250 ADT, no TIA required; 250-500 ADT, TIA may be required; 500+ ADT, TIA required.		X			
51	Permitting	Simplify Variances Permits	---	---	The variance process is quite simple already.		X		X	
52	Permitting	Evaluate Permitting and Fees for addition of an apartment	---	Finance	Permitting was revised (simplified in most cases) in 2010.	X				
53	Permitting	Do not require developer to bond with City for electrical as must already bond with AELP	---	---	No CBJ electrical bonding requirement exists.					X
54	Permitting	Eliminate City Plan Review	---	---	Independent plan review is currently permissible.		X		X	
55	Permitting	Streamline permitting in neighborhoods with older homes where owners want to do improvements	---	Lands		X				
57	Staffing	Create a permanent, high-profile affordable housing coordinator to champion solutions to our high cost of housing.	Assembly	Finance	Affordable Housing Commission recommendation, April 2, 2013 letter to Assembly.					X
58	Staffing	Create an Ombudsman position	Assembly	Finance		X				
59	Staffing	Allocate 2 staff positions to work with applicants to report to City Manager and Assembly (these positions should come from CDD)	---	---	The CDD Permit Specialist is charged with ensuring that permits are processed timely. Reducing staffing in CDD will increase the time it takes for the department to process applications for permits and to do planning.				X	
60	Staffing	Create a tool for department heads to use that allows them to rate employees with poor customer service issues, re-positioning of employees who are not suited for their job of authority, not cordial, or cooperative with the public. The CBJ staff does not appear to be conducive to problem solving. Should find solutions instead of finding reasons it can't be done.	---	---	Annual performance evaluations, ability of public and other customers to report problems to supervisors already exist.			X		
61	Staffing	Organize the plan review, zoning and engineering under one department	---	---	Central permit center has existed for years.		X	X		
66	Zoning	Seek Zone Change Suggestions (rezone all properties-D1 to 3, 3 to 5, etc)	---	---	Inadvisable to conduct wholesale rezones. Rezones for discrete areas or parcels are considered on a routine basis.	X	X		X	
67	Zoning	Efficiency Units—single-room with no parking requirements downtown	---	COW	Ordinance creating Single Room Occupancy housing type adopted in 2010. Parking requirement is based on discussion with Glory Hole, St. Vincent de Paul, Homeless Coalition, and Affordable Housing Commission, who (unanimously) state that the clients who are likely to use SROs often own a car and nothing else. This requirement (1 space per SRO, plus 1 additional per four SROs) is reduced in the downtown PD1 and PD2 parking districts. There is no requirement that parking spaces be provided to residential or commercial tenants.		X			
69	Zoning	Offer to change the zoning if developer paves the road, puts in a playground, etc.—increase density for infrastructure.	---	---	It is illegal to spot zone. Rezoning is a routine activity for the CBJ.	X	X	X	X	

Idea #			Responsible Party	Committee Task	Staff Comments	Bankers	Developers	Builders	Realtors	Other
70	Zoning	Look at zoning requirements: access to smaller lots; add-on apartments; additional house on lot	---	---	Bungalow housing and D10-SF are both recent responses to the perceived demand for smaller single-family homes on smaller lots. Accessory Apartments had their review procedure streamlined in 2010, and can now be stand-alone dwellings. A second dwelling of unrestricted size (other than Table of Dimensional Standards restrictions) can be built on any RR, D1, or D3 lot that is at least 200% of the minimum lot size.					X
71	Zoning	Reduce D5 minimum lot size to 4000 or 5000	---	---	"D5" means that roughly five units can be built per acre (7,000 sq. ft. x 5 units = 35,000 sq. ft., leaving 8,560 sq. ft. for roads etc.). At 4,000 or 5,000 sq. ft. lot size, the density is actually seven to nine dwellings/acre, or D7 or D9. New zoning districts in this density range could be created, but the D10-SF district has even smaller minimum lot areas (3,600 sq. ft.)The D1-SF designation was created at decade ago, and the first rezone to that designation was approved this year, for the first phase of Pederson Hill.				X	X
72	Zoning	Rezone all properties in Juneau: D1 to D3, D3 to D5 and so forth	---	---	D3 zoning allows lots that are too small for on-lot wastewater disposal, and requires lots that are too big to be efficiently served by public sewer. The D3 district could be abolished in all but a few built-out neighborhoods where it "fits," albeit awkwardly. Depending on access to public sewer, other D3 areas could either be down-zoned to prevent subdivision into additional lots that cannot support on-site wastewater disposal or up-zoned to take advantage of existing sewer service.					X
73	Zoning	Infill Proposals—City seek proposals for downtown infill such as building condos on top of public or private buildings	---	Lands	CBJ will be receptive to proposals.		X			

MEMORANDUM

CITY/BOROUGH OF JUNEAU

City & Borough Manager's Office
155 S. Seward St., Juneau, Alaska 99801
rob.steedle@juneau.org

Voice (907) 586-5240
Fax (907) 586-5385

DATE: December 24, 2014

TO: Assembly Committee of the Whole

FROM: Rob Steedle
Deputy City Manager

SUBJECT: Property Tax Exemptions CBJ Could Enact

Alaska state statute 29.45.050 grants municipalities permission to implement 19 types of optional property tax exemptions or deferrals. Of these, three are of particular interest as CBJ strives to alleviate the shortage of housing in the borough. I recommend that the Assembly consider the merits of enabling each of these exemptions by ordinance.

Renovation improving the appearance of a building

CBJ can exempt the property tax increment due to an increase in value resulting from the renovation of a building, for up to four years.

> AS 29.45.050 (f) A municipality may by ordinance exempt from taxation all or part of the increase in assessed value of improvements to real property if an increase in assessed value is directly attributable to alteration of the natural features of the land, or new maintenance, repair, or renovation of an existing structure, and if the alteration, maintenance, repair, or renovation, when completed, enhances the exterior appearance or aesthetic quality of the land or structure. An exemption may not be allowed under this subsection for the construction of an improvement to a structure if the principal purpose of the improvement is to increase the amount of space for occupancy or nonresidential use in the structure or for the alteration of land as a consequence of construction activity. An exemption provided in this subsection may continue for up to four years from the date the improvement is completed, or from the date of approval for the exemption by the local assessor, whichever is later.

Enlarging a single-family home

CBJ can exempt the property tax increment due to an increase in value resulting from expanding the living space in a single-family home, for up to two years.

> AS 29.45.050 (g) A municipality may by ordinance exempt from taxation all or part of the increase in assessed value of improvements to a single-family dwelling if the principal purpose of the improvement is to increase

> the amount of space for occupancy. An exemption provided in this subsection may continue for up to two years from the date the improvement is completed, or from the date of approval of an application for the exemption by the local assessor, whichever is later.

Improving deteriorated property

This exemption could prove to be an incentive for owners of certain downtown buildings to renovate their buildings. CBJ can exempt (or defer) the property tax increment due to an increase in value resulting from the renovation of a deteriorated property, for up to ten years. The most liberal power granted by the statute would allow the CBJ to offer the exemption or deferral for a property that "….has a structure on it not less than 15 years of age that has undergone substantial rehabilitation, renovation, demolition, removal, or replacement."

> AS 29.45.050 (o) A municipality may by ordinance partially or totally exempt all or some types of deteriorated property from taxation for up to 10 years beginning on or any time after the day substantial rehabilitation, renovation, demolition, removal, or replacement of any structure on the property begins. A municipality may by ordinance permit deferral of payment of taxes on all or some types of deteriorated property for up to five years beginning on or any time after the day substantial rehabilitation, renovation, demolition, removal, or replacement of any structure on the property begins. However, if the entire ownership of property for which a deferral has been granted is transferred, all tax payments deferred under this subsection are immediately due, and the deferral ends. Otherwise, deferred tax payments become due as specified by the municipality at the time the deferral is granted. The amount deferred each year is a lien on that property for that year. Only one exemption and only one deferral may be granted to the same property under this subsection, and, if an exemption and a deferral are granted to the same property, both may not be in effect on the same portion of the property during the same time. An ordinance adopted under this subsection must include specific eligibility requirements and require a written application for each exemption or deferral. An application for a deferral must specify when payment of taxes for each year of deferral will become due, together with an explanation of the reasons for each proposed date for consideration by the municipality. In this subsection, "deteriorated property" means real property that is commercial property not used for residential purposes or that is multi-unit residential property with at least eight residential units, and that meets one of the following requirements:
>
> (1) within the last five years, has been the subject of an order by a government agency requiring environmental remediation of the property or requiring the property to be vacated, condemned, or demolished by reason of noncompliance with laws, ordinances, or regulations;
>
> (2) has a structure on it not less than 15 years of age that has undergone substantial rehabilitation, renovation, demolition, removal, or replacement, subject to any conditions prescribed in the ordinance; or
>
> (3) is located in a deteriorating or deteriorated area with boundaries that have been determined by the municipality.

ASSEMBLY AGENDA/MANAGER'S REPORT
THE CITY AND BOROUGH OF JUNEAU, ALASKA

Transit Plan Update

ATTACHMENTS:

	Description	Upload Date	Type
☐	2014-12-24-Nelson-Nygaard_re_Transit_Plan	12/24/2014	Report

MEMORANDUM

To: Rob Steedle, Deputy City Manager

From: Tim Payne, Principal and Project Manager

Date: December 24, 2014

Subject: **Capital Transit Progress Report – Implementing the Transit Development Plan**

The project team has learned a great deal through the process to date and now has a much firmer grip on key issues and trade-offs involved in the implementation. Change is difficult, but especially difficult for a transit system that has been essentially the same for as long as most people can remember. We will be moving forward with a new process that relies more heavily on the community's transit experts, the Capital Transit bus drivers. Operators have been involved to varying degrees throughout the process of forming and implementing the Transit Development Plan. However, due to the more comprehensive nature of the changes, more detailed operator involvement is necessary to achieve an implementation plan that creates fewer critical issues for transit riders. The operators have key insights and perspectives about how changes to the service affect not just the schedules and the operations, but the passengers, as well.

The early December public process was highly successful in terms of identifying key concerns for riders and community members. While Capital Transit has used many different forms of outreach throughout the past 18 months, the "devil is always in the details" and the December public process helped to isolate key specific interests that were essentially unknown prior to publishing a fully described service change with specific routes and schedules. We will establish a process to achieve a revised proposal as outlined below. The goal of this process is to adopt an implementation plan that can meet a number of priorities and will, ultimately, be implemented.

January 10th - Summary Memo of Conceptual Options – for distribution to operators

January 18th - All operator meeting – describe the process, open for questions and comments

January 19th – Operator Committee Work Session to brainstorm new or revised options and narrow to the best prospects

January 20th - 30th – Formalization/refinement of option(s) by consultant team

February 8 - All operator meeting – progress report, open for questions and comments

February 9 - Operator Committee Work Session to refine option(s)

February 20 - Proposal ready for public viewing input – Rider Alert, website materials, posters

March 23 through March 27 - Public Meetings – same scheme as early December

April 13th – Presentation to Assembly (COW) by City Manager's Office

April 14-30 – Finalize operator work schedules and meet with operators to review

Late April – July – Construction of necessary improvements, if any

Early July – Route Changes Implemented

Transit Development Plan Priorities

Throughout development of the TDP staff and the consultant team have collected information through several means that can be translated to criteria that enable a critical evaluation of any service implementation plan. This information was gathered from community leaders, community members (transit riders and non-transit riders) and transit operators. The information was also collected through a variety of means; on-line surveys, on-board rider surveys, stakeholder interviews, service design workshops, and community planning workshops. Through these means the planning team has been able to identify service implementation priorities which are listed below in order of priority. It is important to recognize that many of these priorities are in tension with one another. This indicates there are no prefect solutions. Solutions that best balance between key priorities will tend to be the most desirable.

1. Schedules that work:
   - Design for 95% on time performance (Valley routes are presently at 80 to 85%)
   - Allow adequate operator break time- target is 10% layover
   - Schedules/routes designed for normal operating conditions, but contain flexibility to adapt to winter operations
2. Maintain 30 and 60 minute headways
3. Provide service earlier and later
4. Serve Riverside Drive
5. Ensure reliable transfer connections
6. Hold service expenditures below current levels – target save $100,000 per year
7. Maintain as much service as possible, including

   Lemon Creek

   Back Loop

   Nugget Mall

   UAS

   Downtown Loop

   St. Anns
8. Maintain or improve ridership levels

For purposes of illustration a matrix containing indicators for each of these criteria was created to review how some conceptual options stack up against the criteria. At this point in the process the idea is not so much to choose a specific concept as it is to display some of the key trade-offs. These concepts accompanied by route maps, as well as any new options that might arise, will form the basis of the early January memo to the operators and the operator design team that will work with staff and the consultant team on a revised proposal to implement the TDP.

Option	Schedule Reliability	Weekday Headways	Saturday Sunday Headways	Improved Span of Service	Riverside served	Areas not served	Transfer connec-tions	Costs (Green less than today, Yellow same as today, Red more than today)	Ridership	Public sentiment
Option 1 – Current system VTC at Nugget Mall										
Option 2 -- December Proposal VTC at Pipeline Park		Express at 60 min. midday				Nugget Mall, DT Loop,UAS, St. Anns				
Option 3 – December proposal modified VTC at Pipeline Park		Express at 60 min. midday			Service Not Bi-dir.	St. Anns		For DT Loop		?
Option 3A -- Option 3 - without Downtown Loop		Express at 60 min. midday			Service Not Bi-dir.	St. Anns, DT Loop				?
Option 4 - Modified routes – 45 minute headway VTC at Nugget Mall		45 min. base headway	45 min. base headway			St. Anns				?
Option 5 - Modified Routes VTC at ???		Express at 60 min. midday				St. Anns		For DT Loop		?
Option 5A – Option 5 without Downtown Loop		Express at 60 min. midday				St. Anns, DT Loop				?

ASSEMBLY AGENDA/MANAGER'S REPORT
THE CITY AND BOROUGH OF JUNEAU, ALASKA

Juneau Arts and Culture Center Management Issues

ATTACHMENTS:

	Description	Upload Date	Type
☐	Kim Kiefer Memo re: JAHC Lease	12/26/2014	Cover Memo
☐	Lease Agreement	12/24/2014	Exhibit

MEMORANDUM

CITY AND BOROUGH OF JUNEAU
Manager's Office
155 S. Seward St., Juneau, Alaska 99801
Kim.Kiefer@juneau.org

(907) 586-5240
FAX (907) 586-5385

TO: Assembly Committee of the Whole

FROM: Kimberly A. Kiefer KAK
City Manager

DATE: December 26, 2014

SUBJECT: Lease with Juneau Arts and Humanities Council

In June 2007 and March 2009 the Assembly approved a lease with the Juneau Arts and Humanities Council (JAHC) for the management of the old armory building, now referred to as the Juneau Arts and Culture Center or JACC. The lease obligates the JAHC to pay for maintenance services provided by CBJ Building Maintenance based on the average monthly service determined on December 1. In addition the JAHC was to reimburse the CBJ for upgrades made to the facility over the course of 5 years, the final payment is to be made today.

I am requesting authorization to continue the lease with the JAHC for management of the JACC for 5 years with an option renewal for another 5 years. Monthly building maintenance payment would continue based on the average monthly service determined on December 1 of each year and the current lease provisions shall remain in the new lease.

City & Borough of Juneau
Alaska's Capital City

RECEIVED

JUL 01 2014

HR - Risk Division

2014 LEASE AGREEMENT
BETWEEN THE CITY AND BOROUGH OF JUNEAU (CITY) AND THE GREATER JUNEAU ARTS AND HUMANITIES COUNCIL (JAHC)

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 the Greater Juneau Arts and Humanities Council (JAHC), an arts administration organization and Alaska nonprofit corporation, hereafter "Lessee."

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

City:	Lessee:
Attn: Brent Fischer, Director	Attn: Nancy DeCherney, Executive Director
Parks & Recreation Department	Juneau Arts and Humanities Council (JAHC)
155 S. Seward Street	350 Whittier Street
Juneau, Alaska 99801	Juneau, Alaska 99801
Phone: 586-5226	Phone: 586-2787
Fax: 586-5677	Fax: 586-2148

PART III. LEASE DESCRIPTION. This lease agreement is identified as the 2014 JAHC Lease Agreement. The following attached appendices 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. LEASE EXECUTION. The City and Lessee agree and sign below. This contract is not effective until signed by the City.

City: Kimberly A Kiefer	Lessee: [signature]
Date: 8/27/14	Date: 8/27/14
By: [signature]	By: Sandy Fortier for Nancy DeCherney
Authorized Representative Kimberly A. Kiefer, Manager City and Borough of Juneau	Authorized Representative Nancy DeCherney, Executive Director Juneau Arts and Humanities Council

Content approved by: [signature] 7/2/14 Parks & Recreation Department

Form approved by: Jane E. Sebens 6/30/14 Law Department

Risk Management Review by: [signature] 7/1/14 Risk Management

CITY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 27th day of August, 2014, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Kimberly A. Kiefer to me known to be the identical individual(s) 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 she was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that she signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

STATE OF ALASKA
OFFICIAL SEAL
Laurie J. Sica
NOTARY PUBLIC
My Commission Expires 1/14/16

Notary Public in and for the State of Alaska
My Commission Expires: 1/14/16

LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 27th day of August, 2014, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Sandy Fortier ~~Nancy DeCherney~~, to me known to be the identical individual described in and who executed the foregoing instrument as ~~the~~ Acting EXECUTIVE DIRECTOR of the GREATER JUNEAU ARTS AND HUMANITIES COUNCIL (JAHC), an arts administration organization and Alaska nonprofit corporation which executed the above and foregoing instrument; who on oath stated that she was duly authorized to execute said instrument on behalf of said nonprofit arts administration organization; and acknowledged to me that she signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

STATE OF ALASKA
OFFICIAL SEAL
Laurie J. Sica
NOTARY PUBLIC
My Commission Expires 1/14/16

Notary Public in and for the State of Alaska
My Commission Expires: 1/14/16

APPENDIX A:
PROPERTY DESCRIPTION AND ADDITIONAL LEASE PROVISIONS

Description of Property

The property subject to this lease shall be referred to generally as "the Facility," the Property" or "the Leased Premises." The Leased Premises are located at 350 Whittier Street, Juneau, Alaska 99801, and generally known as the former National Guard Armory Building, located on the following described real property:

> *Lot A of Trust Land Survey 2007-01, Juneau Subport Subdivision according to the official Survey Plat No. 2007-29, recorded May 15, 2007 in the Juneau Recording District, First Judicial District, State of Alaska.*

Authority

This lease is authorized by Resolution Serial No. 2411(b) of the City and Borough of Juneau, adopted by the Assembly on June 4, 2007, and Ordinance 2009-05, adopted by the Assembly on March 16, 2009, and made effective immediately upon adoption.

Term

The term of this lease shall commence retroactively on January 1, 2014, and terminate December 31, 2014, unless terminated earlier by the parties as provided herein. The parties have the option to renew the contract for 1 additional one-year period.

Lease Payments

JAHC shall pay the City $1,353.69 per month, retroactive to January 1, 2014 for building maintenance services. The average monthly service cost for the twelve-month period from December 2012 to November 2013 was $1,353.69. Building Maintenance Services will be reviewed annually, and the fees will be set on December 1 for the following year's payment schedule to reflect actual average monthly costs for the year. Payments shall be due on the 1st of every month. A late fee in the amount of 10% of the amount due shall be charged for all payments not made within ten days of the due date.

Reimbursement to Deferred Maintenance Account

JAHC's obligation to reimburse CBJ for certain upgrades made to the restroom, lobby, wall/door, and mechanical and electrical systems in the facility, is being satisfied and shall be satisfied as follows. JAHC is repaying the actual costs of these improvements, totaling $96,866.26, over a period not to exceed six (6) years. For the first 12 months, that commenced January 26, 2009 and ended December 26, 2009, monthly installments were set at, and paid at, $250.00. For the next 59 months, beginning January 26, 2010 and ending November 26, 2014, the monthly installment to be paid is and shall be $1,564.43. The final installment, due December 26, 2014, shall be paid in the amount of $1,564.89. A finance charge will be assessed at an annual rate of 10.5 percent for late payment after (30) thirty days. Should JAHC vacate the premises prior to the full repayment of its obligation, JAHC will be responsible for the outstanding balance, unless otherwise agreed in writing by both parties.

This provision and JAHC's obligations hereunder, shall survive the lease and be legally enforceable until fully satisfied. CBJ and JAHC may separately agree in writing to other building improvements not addressed above and the funding mechanisms for such improvements.

Utilities
JAHC shall be responsible for paying all utilities, including heating, electrical, and water/sewer for the Facility. CBJ will bill JAHC monthly for heating fuel, water and sewer.

Authorized Use of Property
JAHC is authorized to use and manage the Facility for JAHC's nonprofit public purposes, to rent the Facility out for community arts and cultural uses and to charge user fees agreed upon and approved by CBJ.

Deed Restrictions
JACC has reviewed, understands, and agrees to be bound by and comply with the use restrictions contained in the purchase agreement and Quitclaim Deed by which CBJ obtained ownership of the Leased Premises.

Additional Lease Provisions

(1) JAHC shall provide trained staffing in the building when the public is using the building.

(2) JAHC shall ensure that its trained staff follow outlined procedures and receive building-specific training, which procedures and training may be specified by the CBJ Risk Manager.

(3) Throughout the term of the agreement, JAHC shall maintain the following insurance coverage:

- Commercial General Liability in the amount of one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) aggregate, that includes a "No Host" Liquor Liability endorsement, and also names the CBJ as an additional insured on said policy.
- Workers Compensation in the amount of one hundred thousand dollars ($100,000) per accident and five hundred thousand dollars (500,000) aggregate.

Throughout the term of the agreement, CBJ shall maintain standard property insurance coverage on the Facility. JAHC acknowledges and understands that the CBJ's fire and casualty insurance protects only the Leased Premises (real property). JAHC bears the sole risk of loss or damage by fire or casualty to JAHC's equipment and other personal property on the Leased Premises, and is responsible for obtaining adequate insurance for the protection of JAHC's property, and waives any claim(s) against CBJ for such insurable loss or damage to JAHC's property.

(4) JAHC shall be responsible for all improvements made to the facility, for sound, aesthetic or client purposes, subject to written pre-approval by CBJ.

(5) Landscaping and snow removal will be the responsibility of JAHC. Snow plowing of the paved lot will be conducted by JAHC.

(6) Daytime (8:00 a.m. to 5:00 p.m.) dedicated parking is limited to parking in the dirt lot off Whittier Street and four dedicated parking spaces along the paved side of the building facing Centennial Hall. Daytime overflow parking may use the parking lot behind the State Museum.

(7) In no event shall occupancy of the assembly room/main hall for an activity exceed 261 occupants without the prior approval of both the Fire Marshall and the Building Codes Official. In no event shall occupancy of the facility exceed 629 occupants.

(8) On behalf of itself, its employees, directors, agents, assigns, and insurers, the Contractor expressly waives all right it may have to assert any claim, demand or action against the City, its employees, directors, agents, assigns, or insurers for property damage, theft or other loss to Contractor's property.

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 and 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 and borough of leases under the provisions of this title does not relieve the lessee of responsibility of obtaining other licenses or permits as may be required by the city and borough 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 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 and borough 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 him hereunder; provided, that the proposed sublessee first applies to City for a permit therefore; 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/her; 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 this code, and should the default continue for thirty calendar days after service of written notice by the city and borough without remedy by the lessee of the conditions warranting default, the city and borough 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 herein before 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 (60) calendar days after the termination of the lease be removed by lessee; provided, such removal will not cause injury or damage to the lands or improvements demised; and further provided, that 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's paying to the city and borough 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 and borough rents due and owing and expenses incurred in making such sale. Such rights to the proceeds of the sale shall expire one year from the date of such sale. If no bids acceptable to the city and borough manager are received, title to such improvements and/or chattels shall vest in the city and borough.

(B) If any improvements and/or chattels having an appraised value of five thousand dollars ($5,000) 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 and borough.

(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 his 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 borough of Juneau, 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 and borough 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 and borough 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 and borough 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 and borough-owned lands. The authorization may stipulate type of work, standards of construction and the maximum allowable credit for the specific project Title to improvements or chattels credited against rent under this section shall vest immediately and be in the city and borough 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 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.

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

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY): 4/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Shattuck and Grummett Insurance
301 Seward St.
Juneau AK 99801

CONTACT NAME: Valley Commercial
PHONE (A/C, No, Ext): (907)586-2414
FAX (A/C, No): (907)586-3770
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance	
INSURER B: Liberty Northwest	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Juneau Arts & Humanities Council
350 Whittier St #101
Juneau AK 99801

COVERAGES CERTIFICATE NUMBER: Master 13/14 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY: X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE / X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC	X		PHPK1081231	10/29/2013	10/29/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY: ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; X HIRED AUTOS; X NON-OWNED AUTOS			PHPK1081231	10/29/2013	10/29/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR; EXCESS LIAB / CLAIMS-MADE; DED; RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC4-1NC-018665-014	4/16/2014	4/16/2015	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Coverage for No Host "Liquor Liability" is included in the policy form. This Certificate is a representation of the named insured's coverage as of the date shown. Shattuck & Grummett Insurance makes no representation that these coverage's comply with or fully satisfy any insurance or indemnity requirements in any contract, written, oral, or implied.

CERTIFICATE HOLDER

City & Borough of Juneau
Centennial Hall
101 Egan Drive
Juneau, AK 99801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Teresa Young/TOI Teresa R Young