

**ASSEMBLY STANDING COMMITTEE
LANDS AND RESOURCES COMMITTEE
THE CITY AND BOROUGH OF JUNEAU, ALASKA**

August 26, 2019, 5:00 PM.

Assembly Chambers

I. ROLL CALL

II. APPROVAL OF AGENDA

III. APPROVAL OF MINUTES

- A. June 10, 2019 Draft Minutes

IV. PUBLIC PARTICIPATION

(Not to exceed a total of 10 minutes nor more than 2 minutes for any individual).

V. AGENDA TOPICS

- A. JAMHI Reversion Clause
- B. Sustainable Juneau dba Juneau District Heating – Easement Application
- C. Lena Land Sale Update

VI. APPROVAL OF MINUTES

VII. STAFF REPORTS

- A. Pederson Hill Subdivision Ribbon Cutting
- B. Sobering Center Update
- C. Recent Film Permits
- D. Douglas Cemeteries Status Report

VIII. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

IX. SUPPLEMENTAL ITEM - RED FOLDER ITEM

- A. August 26, 2019 Presentation

X. 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 STANDING COMMITTEE MINUTES
LANDS AND RESOURCES COMMITTEE
THE CITY AND BOROUGH OF JUNEAU, ALASKA**

June 10, 2019, 5:00 P.M.
City Hall, Assembly Chambers

I. ROLL CALL

Chair Becker called the meeting to order at 5:00pm.

Members Present: Chair Mary Becker, Maria Gladziszewski, Michelle Hale, Alicia Hughes-Skandijs

Members Absent: None

Liaisons Present: Chris Mertl, Parks and Recreation; Weston Eiler, Docks and Harbors

Liaisons Absent: Paul Voelckers, Planning Commission

Other Assembly Members Present: Loren Jones, Mayor Beth Weldon,

Some Members of the Public Present: Charles Murphy, KINY Radio Reporter, Ben Hohenstatt, Juneau Empire Reporter; Scouts from Scout Troop 55

Staff Present: Greg Chaney, Lands Manager; Dan Bleidorn, Deputy Lands Manager; Roxie Duckworth, Lands & Resources Specialist; Robert Palmer, City Attorney, Mila Cosgrove, Deputy City Manager, Jill Maclean, Community Development Director; Alix Pierce Community Development Planning Manager; Jeff Rogers, Finance Director; Bob Bartholemew, Finance Director; Carl Uchytel, D&H Director

II. APPROVAL OF AGENDA

Mr. Chaney added Staff Report items; notice to move the next Lands Committee meeting from July 1, 2019 to July 8, 2019 and an eviction notice served at 333 W. Ninth Street. The agenda was approved as presented.

III. APPROVAL OF MINUTES

A. May 20, 2019 Draft Minutes

Chair Becker submitted changes. The amended May 20, 2019 minutes were approved.

IV. PUBLIC PARTICIPATION

Scout Troop 55 joined the Lands Committee as participants to work on their Citizenship in the Community merit badge. There was no other public participation on non-agenda items.

V. AGENDA TOPICS

A. Ordinance 2019-19 re Planning Commission Review of CBJ Land Sales

Mr. Chaney introduced City Attorney Robert Palmer to discuss an ordinance that would amend sections of CBJ code to clarify when the Planning Commission reviews a land transaction between CBJ and another party. On March 4, 2019, the Assembly authorized Assembly member Loren Jones to work with staff to identify potential regulatory

amendments to make conveying CBJ property more practical and less confusing. An initial ordinance (v.1) was drafted and presented to the Docks & Harbors Board and the Planning Commission. On March 28, 2019, the Docks & Harbors Board reviewed the draft ordinance (v.1) and recommended approval of the policy changes. On April 23, 2019, the Planning Commission also considered the draft ordinance (v.1) and made suggested amendments. Assembly member Jones and Mr. Palmer revised the draft ordinance (v.2), which was presented to the Planning Commission on May 14, 2019. Notably, the table on page two of the May 3, 2019, memo describes the substantive differences between the draft ordinances (v.1 and v.2) and current code. Version 2 of the draft ordinance would remove the Planning Commission review of leases and easements. The following chart summarizes which conveyances the Planning Commission reviews and would review:

	Current Code	Ordinance v1	Ordinance v2
Leases	PC reviews (53.09.260.b)	No PC review (Section 3)	No PC review (Section 3)
Sale/exchange	PC reviews (53.09.260.b)	No PC review (Section 3)	PC reviews (53.09.260.b, Section 3)
Easements	PC reviews (53.09.300.c)	No PC review (Section 4)	No PC review (Section 4)
Early Entry, Title 53 Temporary use permit	PC reviews (53.09.310)	No PC review (Section 5)	PC reviews (53.09.310)
All D&H land conveyances	PC reviews (85.02.060.a.5)	No PC review (Section 6)	No PC review (Section 5)
Acquisitions	No PC review (53.04.020)	No PC review (53.04.020)	No PC review (53.04.020)

The Lands Committee's review was inserted every time the Planning Commission's review was eliminated. Ultimately, the Assembly has broad discretion to determine how CBJ land conveyances are reviewed.

Requested Action:

Recommend Ordinance 2019-19 be introduced and adopted by the Assembly. The Lands Committee is free to make any amendments to version 2 of the draft ordinance.

Ms. Hughes-Skandijis asked to clarify early entry. Mr. Palmer replied that early entry is a provision that is used for primarily three scenarios. It can be granted if an entity wants to use a piece of land that the City has for non-consumptive use for a period of less than 12 months, such as a temporary construction easement for DOT. Another type is used for leases and easements, such as if someone requests a long-term lease and goes through the determination process. A minimum of a 30-day delay takes place from when the Assembly makes an approval to when that ordinance goes into effect. The lessee can request an early entry permit to gain access and permission to utilize the area for their lease.

Ms. Gladyszewski asked about sales and exchanges and if this should continue at the Planning Commission level if it is also going to the Lands Committee. Mr. Palmer thought the

Lands Committee could decide this matter and that the Planning Commission thought they should continue to review this item.

Ms. Hale asked if this item came up with Deckhand Dave's or Juneau Compost where the Planning Commission put conditions on these projects. Mr. Palmer replied that the Planning Commission gives equal treatment and applies due diligence. Ms. Hale followed up with a concern that if the Planning Commission is approaching this with a regularity role compared to the Lands Committee that we are not suited to addressing certain items as the Planning Commission looks at issues with a different set of glasses. Mr. Palmer affirmed that all of these are legislative issues that the Lands Committee is suited to review and the Planning Commission is still reviewing the land conveyance issues in a regulatory role.

Ms. Gladziszewski asked Ms. Maclean about when staff prepares the information for the Planning Commission if she would envision preparing the same information for the Lands Committee. Ms. Maclean replied that she concurred with Mr. Palmer and felt that this was a fair balance to give the public a chance to participate and not to duplicate the process and affirmed that staff could provide the same level of analysis on staff reports.

Mr. Mertl asked Mr. Palmer if this changes the roles for the Planning Commission and how it affects the Lands Committee. Mr. Palmer replied that this would specify in code that the Lands Committee would have to consider these matters whereas now they are discretionary.

Mr. Mertl followed up about Park land, how does this effect the P.R.A.C. in overseeing Park land and noted that there is a section for Docks and Harbors. Mr. Palmer replied that Docks and Harbors is an empowered board with a specific code section in Title 85 related to sales, leases, and disposals in general. Parks does not have a similar code section and the P.R.A.C. is not an empowered board. That said, the process in here would be helpful to the P.R.A.C. because the Lands Committee would be the first Department to process those leases or easements for park property as an application progresses. Mr. Mertl asked if the opportunity for public input has been reduced. Mr. Palmer replied that he believes the opportunity has not changed or lessened.

Ms. Gladziszewski recommended that Ordinance 2019-19 be forwarded to the Assembly for consideration. Motion passed.

B. Ordinance 2019-25 and 2019-26 re Thunder Mountain Mobile Home Park

Mr. Palmer introduced ordinances 2019-25 and 2019-26 for a potential modification of Comprehensive Plan classification and zoning for lots adjacent to the Thunder Mountain Mobile Home Park. Ordinances 2019-25 and 2019-26 were both introduced at the Assembly meeting on June 3, 2019, and have been set for public hearing on June 24, 2019. These ordinances were presented to the Lands Committee as information items and are a result of a property owner's request to rezone three parcels associated with and located adjacent to the Thunder Mountain Mobile Home Park. A rezone is a legislative tool to manage land use development by categorically identifying what types of land uses are allowed or prohibited. A rezone from D5 to D18 would allow more intensive development, such as higher density apartments and mobile home parks.

The Planning Commission in March recommended rezoning the three parcels and CBJ§49.75.120 requires a rezone to be in substantial conformance with the land use maps of the Comprehensive Plan. Currently these are designated as Urban Low Density Residential (ULDR), which limits density at 6 units per acre, D18 allows for 18 units. The Planning Commission in May recommended amending the Comprehensive Plan's Land Use Map for these lots to Medium Density Residential (MDR), which is more appropriate as the current designation was in error as these lots have been used with the adjacent mobile home park.

If the Assembly adopts Ordinance 2019-25 then Ordinance 2019-26 would be in substantial conformity with the MDR designation of the maps of the Comprehensive Plan. The Planning Commission and Assembly are required to base findings off the Comprehensive Plan's land use maps. The Planning Commission recommended the Assembly adopt Ordinance 2019-25 at its regular meeting on May 14, 2019 and for the Assembly to rezone these three parcels at its regular March 26, 2019 meeting.

Ms. Hale asked if there were any public comments about this issue. Ms. Maclean mentioned that there was only one comment from an abutter that was not in favor about the Comprehensive Plan land use map, but at the Commission level, there was no opposition. Ms. Hale asked if there is a mechanism for the public hearing. Ms. Maclean mentioned that the public has been notified twice about the rezone and the land use map change.

Ms. Gladyszewski asked if this change is necessary to comply with the law. Ms. Maclean commented that these lots may have been overlooked and have always been in joint use with the mobile home park and were not rezoned in 1987. Mr. Mertl asked if this was an oversight and a housekeeping item to fix the situation. Ms. Maclean commented that the property owner who also owns and manages the Thunder Mountain Mobile Home Park proposed this. This would not be spot zoning, which is not allowed, but would need to be either a property that is a minimum of 2 acres in size or expanding a neighboring zoning district, which in this case it would be expanding the D18 zone in which the mobile home park already falls under.

C. Recommendation for CBJ to Bid on Support Lot C1

Mr. Chaney presented City Manager Rorie Watt's recommendation for CBJ to bid on Support Lot C1. CBJ owns the adjacent tidelands to the west and south of the property. AVISTA owns the historic fuel dock. Communication with AVISTA/AELP is that they are supportive of coordinating sale/development of the dock parcel in coordination with CBJ's waterfront plans and goals. AVISTA/AELP expects to work cooperatively with any party who acquires the Mental Health Trust property. The U.S. Coast Guard and NOAA own the historic wharf to the east. NOAA also coordinates usage of its portion of the old wharf with Alaska Fish & Game. In order for Lot C1 to be developed to maximum best use, development coordination between this parcel, the CBJ, the State, and the Federal agencies is necessary. The CBJ is ideally and uniquely suited to coordinate and maximize the development potential.

The terms of the bid include a minimum bid of \$3,643,000, a bid deposit of \$100,000, with bids being accepted between August 15 to September 6, 2019. Closing must take place within 12 months. If the two highest bidders are within 5%, there will be a subsequent

public outcry auction in which all bidders may participate. The proposed schedule is consideration by the Lands Committee then consideration by the Assembly no later than August 19, 2019 to include an Executive Session. If consensus is not reached at the August 19th meeting then a Special Meeting will need to be scheduled.

The Manager recommends paying for the acquisition with passenger fees from the port development fee fund balance and/or the FY21 budget of CBJ Marine Passenger Fees and/or the State Commercial Passenger Vessel fees. Use of these fees is consistent with the intent of the recently settled CLIA litigation. This land is within the geographic and programmatic scope of the settlement agreement.

Mr. Watt's recommendation is to forward an appropriation Ordinance of \$100,000 from the port development fee fund balance directly to the Assembly (or Finance or COW for further consideration) for introduction no later than the July 22, 2019 Assembly meeting and public hearing no later than the August 19th Assembly meeting. Anticipate an executive session on August 19, 2019 to give direction on price to submit.

Mr. Mertl commented that he thinks this is in best interest for the City. Mr. Eiler commented that this was an exciting prospect for the City and asked Mr. Chaney about AVISTA/AELP ownership of a long narrow strip of tidelands in the area and the adjacent CBJ tidelands, what is the status of this area, if it is grandfathered in? Mr. Chaney replied that as he understands, AVISTA/AELP owns that long narrow strip of tidelands and it used to be a fuel dock. The City owns the surrounding tidelands but due to security reasons, will not be able to build a seawalk in front of the Coast Guard facility and needs a place for the seawalk to come to the uplands and thread its way around whatever will be future development in this area. AVISTA has been interested in collaborating and developing this area. In the adopted Long-Range Waterfront Plan, there is a plan for a small boat harbor in this area, potentially for yachts that come to town.

Ms. Gladyszewski moved that this issue be put on the agenda of the COW for July 8 for further discussion, motion passed.

D. Alaska Department of Transportation and Public Facilities: Glacier Highway Lemon Creek Request

Mr. Bleidorn introduced the State of Alaska Department of Transportation and Public Facilities (DOT&PF) easement application. The DOT&PF proposes to resurface and improve the Glacier Highway access road from Vanderbilt Road towards the old Walmart property. The purpose of this project is to improve the flow of vehicular traffic through the project area; including transit, and to make the road more accessible to pedestrians, including those with disabilities. The application states that the project need is due to inadequate bicycle and pedestrian crossings and travel lanes.

Portions of four CBJ properties are needed for this project. Parcel No. 24 is a fee acquisition, containing approximately 1,419 square feet, needed for road construction. Parcel No. E-24 is a permanent easement, containing approximately 41 square feet, needed for overhead power. TCE-24 is a Temporary Construction Easement containing approximately 3,894 square feet needed for access and driveway reconstruction. TCE-

24A is a Temporary Construction Easement containing approximately 9,359 square feet needed for road construction. Renninger Street currently consists of a parcel of City property and not a dedicated ROW, the ADOT is requesting to value this property using a waiver valuation rather than an appraisal.

Parcels 26, 27 & 28 contain a combined area of 949 square feet and will be used for temporary construction easements (TCE's). Parcel 26 will be used for cut and fill improvements; Parcel 27 will be used to construct a sidewalk and cut/fill improvements; Parcel 28 will be used to construct a sidewalk and install a light pole. The TCE's will be in effect for the period beginning on the starting date of construction and ending upon project completion.

Staff recommends that the Lands Committee pass a motion of support for disposing of City property through negotiated sale and by providing easements to the ADOT&PF for fair market value determined by Waiver Valuation and appraisal.

Ms. Gladziszewski asked about parcel 24 and the roundabout location. Mr. Bleidorn replied that it is proposed at the Renninger Street intersection.

Mr. Mertl asked if Renninger is a CBJ ROW and any concerns about when a roundabout goes in. Mr. Bleidorn responded that it is a City street but not designated as such and the permanent easement would be maintained by the State.

Ms. Gladziszewski moved to support disposing of City property through negotiated sale and by providing easements to the ADOT&PF for fair market value determined by waiver valuation for parcel 24 and by appraisal for the remaining parcels. Motion passed.

VI. STAFF REPORTS

A. John and Ginger Bean request to purchase City Park Land Update

Mr. Chaney provided an update about Bean's request to purchase CBJ Park land after the proposal had gone to the P.R.A.C. No action is currently needed from the Lands Committee. The P.R.A.C. indicated they wanted a number of items addressed before they would be willing to consider this sale, which included:

- **Notice:** Public notice of the P.R.A.C. meeting when this topic will be discussed needs to be sent to residents of the subdivision.
- **Criteria:** Prior to the P.R.A.C. meeting when this item will be discussed, criteria need to be developed for any application to purchase park land to evaluate if specific Park properties are appropriate for disposal. This could be applied to any land sale in the future to be conducted in a uniform manner.
- **Funds:** Prior to scheduling this item for a P.R.A.C. meeting, a funding mechanism should be developed for the proceeds from the sale of CBJ Park land to be used in a manner to help benefit CBJ Parks.

The P.R.A.C. is an advisory committee and would need to function as an empowered board in some level, similar to Eaglecrest or Docks and Harbors. Staff has not decided what the next step is for the proposal or the application. The idea is to take the Bean proposal to the Planning Commission at some point.

Chair Becker asked what would the P.R.A.C. do with that information, what is their purpose. Mr. Chaney commented, as he understands their request, that if the P.R.A.C. would approve the sale then the proceeds would go to a Parks function to benefit the Parks.

Ms. Gladyszewski asked if there is a lands sale right now, where do the funds go. Mr. Chaney replied that the City owns City property and Parks and Recreation manages some of it and if they were no longer interested in a park land then the property would go into the general pool of land for the City and would be shopped around to other departments to see if there was other interest. If no other departments wanted the land and it was determined that it was in the best long term interest of the City for the property to be disposed, then it would be sold through the normal process and the funds would go to the Lands fund. Currently the sale of all non-enterprise board property is credited to the lands fund, which is where the City gets its funds to purchase other property. Ms. Gladyszewski followed up commenting that items 1 and 2 of the P.R.A.C.'s considerations are agreeable but the third item is legislating by trying to decide what happens to money, which is the Assembly's role and to hold up this request to solve the item 3 is not appropriate and a long-term matter.

Ms. Hale wanted to know about the ordinance that set up and defines the P.R.A.C., to ensure that they are not expanding their duties by their conditional items, and to ensure that these do not reside somewhere else. For example, the Lands Committee and Assembly meetings are opportunities for the public to testify and attend and should we be expanding the P.R.A.C. to do things that are already performed by other bodies.

Mr. Mertl followed up as P.R.A.C. Liaison, commented that public notice should be given to the neighborhood surrounding Bean's request and that the P.R.A.C. has also received more requests to purchase parks' land and wants to develop criteria for these requests. For the item related to how proceeds from sale of park land are allocated; the disposal of park land is to meet the common good of the community, the funds could go into purchasing items such as playground equipment.

Mr. Chaney commented that the sale of land goes to the Lands fund not the general fund and that is the fund that is used to purchase additional property for development and parks. Ms. Hughes-Skandijis seconded Ms. Gladyszewski comments and communicate that to the P.R.A.C. liaison and that the funds item should be separated out in order to continue with the review of Mr. Bean's application.

B. The next Lands Committee meeting has been rescheduled to July 8 from July 1, 2019.

C. Eviction notice

Mr. Chaney alerted the Lands Committee that an eviction notice was served at 333 W. Ninth Street with foreclosure proceedings to follow.

VII. COMMITTEE MEMBER / LIASION COMMENTS AND QUESTIONS

No Liasion reports provide.

VIII. ADJOURNMENT

Chair Becker adjourned the meeting at 5:59PM.

MEMORANDUM

CITY/BOROUGH OF JUNEAU

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

TO: Assembly Lands Committee

FROM: *Daniel Bleidorn*
Dan Bleidorn, Deputy Lands Manager

SUBJECT: JAHMI Health and Wellness, Inc. Request to Remove Reversion Clause

DATE: August 22, 2019

On August 5, 2019 the Lands Office received a request from David Branding the Chief Executive Office at Juneau Alliance for Mental Health Inc. (JAHMI) to remove a reversion clause from a property that the City deeded to them in 1987. The property is a four-plex located at 1968 Lemon Creek Road and was a Department of Housing and Urban Development (HUD) foreclosed



property when the City bought it. At the time, the Assembly was actively looking for property for JAMI (the organization was formerly known as “Juneau Alliance for the Mentally Ill” - JAMI) using funds made available through a Community Block Grant. This property was chosen based on need and the fact that it conformed to zoning and planning code. At the time the City purchased this lot, JAMI also purchased the adjacent property located at 1962 Lemon Creek Road from HUD. Prior to the purchase, the Planning Commission added a condition that if in the future, JAMI no longer needed the property, it would revert back to the City and Borough of Juneau. This reversion clause was included as an option but not required.

Since JAMHI began managing these properties, they have been used as two homes and four supported living apartments until February of this year one when of the buildings had a high capacity fire suppression system pipe burst, flooding the facility. This required the relocation all tenants from both properties. JAMHI’s current request states that JAMHI is “considering selling the property at Lemon Creek Road in order to provide community housing and support services in other, more suitable locations in town and we ask to use the funds from the sale of this property in order to shift operations from their current location.”

The CBJ has not identified a use for this property and due to recent funding reductions at the State and Federal levels, letting JAMHI retain and sell this facility would be a simple way for CBJ to provide support to help the program relocate to more appropriate facilities.

Staff recommends that the Lands Committee pass a motion of support to amend Ordinance 87-28 to remove the reversion clause and forward this to the Assembly for approval.

Attachments:

- August 5, 2019 request from David Branding, JAMHI Chief Executive Officer
- Quitclaim Deed with Conveyance Agreement
- Ordinance 1987-28
- Planning Commission Action





*"We help people live their
own best lives"*

An NCADD Affiliate

August 5, 2019

Juneau Assembly
155 S. Seward Street
Juneau, AK 99801

Dear Mayor Weldon and Assembly:

I am writing to formally request the assembly consider vacating a reversion clause on property that was quit claimed to JAMHI and that we have been using to provide housing for adults with severe mental illness. I've attached a copy of the quit claim deed dated July 30, 1987. We have been discussing this with the Housing Office and the Deputy Manager, and they suggested the next step would be to approach the assembly. As part of this request I would like to provide some background information into JAMHI Health & Wellness and how we continue to evolve to serve the community well. The organization was first incorporated in 1985 as JAMI, Juneau Alliance for the Mentally Ill; a grass-roots coalition composed primarily of parents of adults with severe mental illness who were focused on ensuring there was safe, affordable housing for their family members and others. The organization evolved through several name and role changes including JAMI/NAMI (when affiliated with the National Alliance for Mental Illness) and JAMHI (Juneau Alliance for Mental Health, Inc.).

- In 1995 when the city divested of the direct provision of social services and JAMHI took over, building the capacity to provide both clinical and rehabilitation levels of care for adults with severe mental illness as well as those in our community with general mental health needs.
- In 2007 JAMHI earned accreditation through CARF International and remains accredited today with the board of directors also applying CARF's optional governance standards. Accredited programs include integrated case management/services coordination, community housing, crisis intervention and outpatient treatment; all integrated service lines for people with substance use disorders and mental health needs, as well as integrated behavioral health and primary care services.
- In 2014 JAMHI worked with Dartmouth College's InShape program, creating the capacity for JAMHI to employ certified fitness trainers working with people with severe mental illness to improve their health and contributing to research around wellness for people with severe mental illness. JAMHI's capacities developed through this grant are maintained today and even became part of our name!
- In 2015 JAMHI received a Substance Abuse Mental Health Administration (SAMHSA) grant to integrate primary (physical) health care into its service array and began providing integrated primary care services to people served by JAMHI's behavioral health services.
- In 2017 JAMHI was invited by the Juneau Housing First Collaborative to establish a clinic on-site at Juneau's Forget-Me-Not Manor. JAMHI's Midtown Clinic was established to provide integrated primary care and behavioral health services not only to residents, but also to ANYONE of ANY AGE in the community who needs affordable health care based on JAMHI's sliding fee scale. Dr. Robert Haight joined us this year as chief medical officer.

3406 Glacier Hwy
Juneau, Alaska 99801

Tel. (907) 463-3303
Fax (907) 463-6858
www.jamhi.org

- In January 2018 local substance use disorder prevention and treatment program the National Council on Alcohol and Drug Dependence – Juneau Chapter, a non-profit that had been serving Juneau since 1965, merged with JAMHI to become JAMHI Health & Wellness, Inc. and clinical services immediately expanded into outpatient, intensive outpatient services and medically assisted treatment to help people with substance use disorders pursue and achieve recovery.
- Just recently, in partnership with Genoa Healthcare, a fulltime pharmacy has been physically co-located on-site at the JAMHI Health & Wellness Midtown Clinic, in Juneau's Lemon Creek area as well.

Today JAMHI Health & Wellness, it's active, giving board of directors of 9 and competent, caring staff of 64 provide a comprehensive array of specialty services including community housing and support services (serving about 70 people with individualized levels of support, throughout a variety of community settings), behavioral health services including integrated mental health and substance use disorder services (serving about 700; 250 in clinic and 450 in rehabilitation services), psychiatric emergency services (responding to over 700 contacts per year), prevention and wellness services for adults with mental illness substance-use, co-occurring disorders (serving about 120) as well as primary care services (serving well-over 600 and growing). Notably, all JAMHI's direct services are documented through one integrated electronic health record system. We also provide other community benefits; for example a recent training provided to CBJ staff on de-escalation. Combined, JAMHI Health & Wellness serves over 1500 of our friends and neighbors annually, in active pursuit of our mission of 'helping people live their own best lives'.

The property itself is located at 1968 Lemon Creek Road, and has been used as two homes and four supported living apartments for adults with severe mental illness who need those levels of support to live safely in the community. In February of this year one of the buildings had a high capacity fire suppression system pipe burst, flooding the facility, requiring the relocation all tenants from both properties. Thankfully our partners at Juneau Youth Services and Gastineau Human Services were able to lease us spaces to continue operations for our tenants and an interesting thing happened – we changed our staff scheduling from 24 to 12 hour shifts and the behaviors of the people we serve improved. There were less disciplinary actions, more cooperation, improved general well-being and overall quality of life. Unfortunately the leased facilities are not good long term solutions. In our annual planning JAMHI had been considering moving from the Lemon Creek Road facilities. Our experience relocating our tenants confirms that a move is warranted, and is better sooner than later.

In sum, we are considering selling the property at Lemon Creek Road in order to provide community housing and support services in other, more suitable locations in town and we ask to use the funds from the sale of this property in order to shift operations from their current location. We believe this move will benefit the CBJ by continuing to have community housing and support services for people with severe mental illness in our community. We even hope to be able to expand capacity to support others with severe mental illness who already live here and require a personalized level of support to do so safely, expanding these services for the first time in many years. We understand this request will require assembly action and are happy to provide more information or provide assistance however we can.

Thank you very much for your consideration.



David G. Branding PhD, Chief Executive Officer

cc: Rorie Watt, City Manager, City and Borough of Juneau
 Mila Cosgrove, Deputy City Manager, City and Borough of Juneau
 Joan Cahill, Board President, JAMHI Health & Wellness, Inc.
 3406 Glacier Hwy
 Juneau, Alaska 99801

Tel. (907) 463-3303
 Fax (907) 463-6858
www.jamhi.org

QUITCLAIM DEED

The Grantor, the City and Borough of Juneau, whose principal office is at 155 South Seward Street, Juneau, Alaska 99801, for valuable consideration in hand received, the receipt of which is hereby acknowledged, quitclaims to the Grantee, the Juneau Alliance for the Mentally Ill, whose mailing address is P.O. Box 211247, Auke Bay, Alaska 99821, all interest which it has, if any, in the following described real estate:

Lot 20, Block "D", Glacierview Subdivision, Juneau Recording District, First Judicial District, State of Alaska.

SUBJECT TO reservations, exceptions, easements, covenants, conditions, and restrictions of record, if any.

SUBJECT TO the following reversion clause:

This conveyance is made on the condition that the property conveyed shall be used for the purpose set forth in the "Conveyance Agreement" entered into on the 29 day of July, 1987, by and between the City and Borough of Juneau and the Juneau Alliance for the Mentally Ill, which agreement is attached hereto as Exhibit "A." In the event that the Juneau Alliance for the Mentally Ill ceases to use the property for the purpose set forth in the above-referenced "Conveyance Agreement," then title to and ownership of the aforesaid property shall immediately revert to the City and Borough of Juneau, which may, at the option of the City and Borough of Juneau, immediately reenter and occupy the property.

In the event the title to property reverts to the City and Borough of Juneau, title to any improvements made to the property by the Juneau Alliance for the Mentally Ill shall vest with the City and Borough, at the option of and at no cost to the City and Borough.

DATED this 30th day of July, 1987.

Approved as to form:

Kevin Ritchie
Kevin Ritchie, Manager
City and Borough of Juneau

Sarah J. Felix
Sarah J. Felix, Assistant Attorney

CITY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 30th day of July, 1987, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared KEVIN RITCHIE, to me known to be the CITY MANAGER of the CITY AND BOROUGH OF JUNEAU, ALASKA, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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

Betty T. Hopper
Notary Public for the State of Alaska
My Commission Expires: 7-23-88

Return to:
Division of Lands & Resources
City & Borough of Juneau
155 S. Seward

BOOK 0289 PAGE 632

CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS CERTIFIES that on this 29th day of July, 1987, before me, a Notary Public in and for the State of Alaska, personally appeared PATRICK E. MURPHY, to me known and known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that s/he is the PRESIDENT of JUNEAU ALLIANCE FOR THE MENTALLY ILL, a corporation organized under the laws of Alaska, and that s/he was authorized by said corporation to execute the foregoing on its behalf, and s/he executed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Carol Ann Smith
NOTARY PUBLIC for the State of Alaska
My Commission Expires: 1/26/89

CITY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS CERTIFIES that on this 30th day of July, 1987, before me, a Notary Public in and for the State of Alaska, personally appeared KEVIN RITCHIE, to me known and known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he is the MANAGER of the CITY AND BOROUGH OF JUNEAU, and that he was authorized by said City and Borough of Juneau to execute the foregoing on its behalf, and he executed the same freely and voluntarily for the uses and purposes therein mentioned.

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

8 7 5 5 7 3
2200

RECEIVED FILED
JUNEAU REC.
DISTRICT

AUG 3 10 16 AM '87

REQUESTED BY JOE B EXHIBIT A - PAGE 4

ADDRESS _____

Betty V. Hopper
NOTARY PUBLIC for the State of Alaska
My Commission Expires: 7-23-88

BOOK 0289 PAGE 629

CONVEYANCE AGREEMENT

This agreement, made in duplicate and entered into this 29 day of July, 1987, by and between the City and Borough of Juneau, a municipal corporation of the State of Alaska (hereinafter called "CBJ"), having its offices at 155 South Seward Street, Juneau, Alaska 99801, and the Juneau Alliance for the Mentally Ill, a non-profit corporation (hereinafter called "JAMI"), having its mailing address at P.O. Box 211247, Auke Bay, Alaska 99821, is intended to include all matters relevant to use of certain real property by JAMI, said property to be conveyed to JAMI by the CBJ. In consideration of the mutual promises and covenants to be performed by the parties herein and intending to be legally bound thereby, the parties agree upon the following terms and conditions:

Description of the Property

Lot 20, Block D, Glacier View Subdivision, First Judicial District, Juneau, Alaska. *Juneau Recording District*

located at 1968 Lemon Creek Road.

(hereinafter called "the property").

USE OF THE PROPERTY. The property will be used by JAMI solely for the purpose of providing apartment facilities for JAMI's semi-independent clients, a mental health service to the public which is supplemental to governmental mental health services.

COMPLIANCE WITH REGULATIONS. JAMI 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 property.

STATE DISCRIMINATION LAWS. JAMI agrees, in using the Property, to comply with applicable section of Alaska statutes prohibiting discrimination, particularly AS 18.80.220 (discrimination in employment) and AS 18.80.230 (discrimination in providing public accommodations or services).

Return to: Division of Lands & Resources
City & Borough of Juneau
155 S. Seward
Juneau, AK 99801

EXHIBIT A - PAGE 1

BOOK 289 PAGE 630

UNSAFE USE. JAMI shall not do anything in or upon the property 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 cause violation of any health, fire, environmental, or other regulation by any level of government. JAMI shall not place any client in the four-plex located on the property who has any medical or criminal history showing a pattern of violence which would cause JAMI to deem the client a threat to the residents of the neighborhood.

HANDICAP ACCESS JAMI shall be responsible for remodeling one unit of the four-plex located on the property to make it fully handicap accessible. Said remodeling shall occur within two years of the effective date of this contract. JAMI shall not refuse its services to any handicapped person due to inaccessibility of its facility. JAMI shall be solely responsible for compliance with all other handicap accessibility requirements that might be mandated pursuant to current or future regulations of federal, state, or local agencies having jurisdiction. The CBJ is not responsible for compliance with any handicap accessibility requirements including, but not limited to, the above-referenced requirements that are or may be applicable to the property.

USE OF PROPERTY AS COLLATERAL. The property shall not be used by JAMI as collateral to secure a debt without the prior written consent of the city and borough.

INSURANCE AND MAINTENANCE. JAMI shall be responsible for all insurance and maintenance costs associated with the property.

HOLD HARMLESS. The CBJ, its officers, employees, and agents shall not be held liable for any claims, liabilities, penalties, fines, or for damage to any goods, property, or effects of any person whatsoever, nor for any personal injury or death, caused by or resulting from any act or omission of JAMI, or by any of JAMI's officers, employees, agents, representatives, contractors, or subcontractors in the operation, use, or management of the property, and JAMI further agrees to appear and defend, or to indemnify and save free and harmless the city and borough, its officers, employees, and agents from and against any of the foregoing claims, liabilities, penalties, fines, or damages

BOOK 0289 PAGE 631

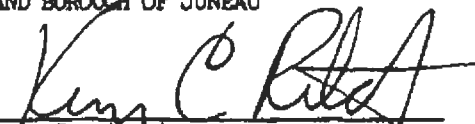
whether or not valid, and for any cost and expense, including reasonable attorney's fees, incurred by the city and borough, its officers, employees, or agents on account of any claim therefor.

RELINQUISHMENT OF PERMIT CU-24-86. JAMI shall relinquish permit CU-24-86 allowing a group home, to be located on Montgomery Street, prior to transfer of title to the property to JAMI.

ENTIRE AGREEMENT, AMENDMENTS. This document excluding any words or paragraphs struck out and including any language added, in either case, initialed and dated by both parties and including exhibits attached hereto contains the entire agreement between the parties and said agreement may not be modified except in writing, signed by both parties. There are no oral promises, representations, or warranties between the parties regarding any matter or thing connected with or related to the matters and things which are the subject of this agreement.

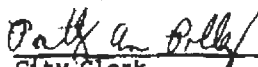
IN WITNESS WHEREOF, CBJ and JAMI have caused this agreement to be executed and their respective seals affixed the day and year first above written at Juneau, Alaska.

CITY AND BOROUGH OF JUNEAU

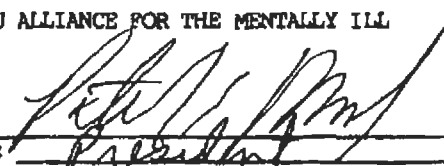
By: 

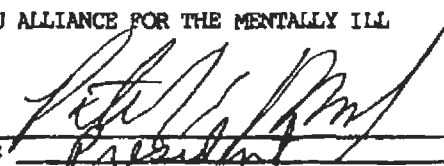
Kevin C. Ritchie
City and Borough Manager

ATTEST: 


City Clerk

JUNEAU ALLIANCE FOR THE MENTALLY ILL

By: 

Title: 

Approved as to form:


Sarah J. Felix, Assistant Attorney

EXHIBIT A - PAGE 3

Presented by: The Manager
Introduced: 04/20/87
Drafted by: C.J./S.J.F.

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 87-28

AN ORDINANCE AUTHORIZING THE MANAGER TO CONVEY LOT 20, BLOCK D, GLACIER VIEW SUBDIVISION, TO THE JUNEAU ALLIANCE FOR THE MENTALLY ILL (JAMI) AT NO COST FOR THE SOLE PURPOSE OF PROVIDING APARTMENT FACILITIES FOR JAMI'S SEMI-INDEPENDENT CLIENTS.

WHEREAS, the Juneau Alliance for the Mentally Ill (JAMI), a private,- nonprofit corporation, seeks title to a four-plex building located at 1968 Lemon Creek Road, described as Lot 20, Block D, Glacier View Subdivision (hereinafter referred to as "the property"), for the purpose of providing apartment facilities for JAMI's semi-independent clients, and

WHEREAS, on July 8, 1986, the Assembly approved the expenditure of Community Development Block Grant (CDBG) funds to acquire housing for the mentally ill, such housing program to be operated by JAMI, and

WHEREAS, on February 23, 1987, JAMI formally requested the city to purchase the property, and

WHEREAS, on March 10, 1987, the city received title to the property, and

WHEREAS, the Assembly Lands Committee, at its meeting on February 24, 1987, and the Planning Commission, at its meeting on March 24, 1987, recommended approval of the conveyance of the property to JAMI, with certain conditions, and

WHEREAS, the property to be conveyed will be used by JAMI solely for the purpose of providing a mental health service to the public which service is supplemental to governmental mental health services which could or should reasonably be provided by the state or the city and borough;

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

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

* Section 2. Pursuant to CBJ 53.09.260 and 53.09.610(b), which allows for the disposal of municipal land to private nonprofit corporations at less than market value, and notwithstanding Resolution Serial No. 1042, which states property will not be sold or given to a private, nonprofit corporation at less than market value, the manager is authorized to execute the conveyance of Lot 20, Block D, Glacier View Subdivision, to JAMI, at no cost, for the purpose of providing and operating apartment facilities for JAMI's semi-independent clients, subject to the following conditions:

(a) The deed whereby the city and borough conveys the property to JAMI shall contain a reversion clause allowing title to revert back to the city and borough, at the city and borough's option, should JAMI cease to use the property for the purpose set forth hereinabove. The reversion clause shall provide that in the event the title to property reverts to the city and borough, title to any improvements made to the property by JAMI shall vest with the city and borough, at the option of and at no cost to the city and borough.

(b) The deed whereby the city conveys the property to JAMI shall contain a clause referencing the "Conveyance Agreement" described in Section 2(c) hereinbelow.

(c) As a condition precedent to the city and borough executing the deed conveying the property to JAMI, the city and borough and JAMI shall enter into a "Conveyance Agreement" which shall contain the following conditions:

(1) JAMI's use of the property is limited to providing and operating an apartment facility for its semi-independent mentally-ill clients.

(2) The property shall not be used by JAMI as collateral to secure a debt without the prior written consent of the city and borough.

(3) JAMI shall be responsible for all insurance and maintenance costs associated with the property.

(4) The city and borough, its officers, employees, and agents shall not be held liable for any claims, liabilities, penalties, fines or for damage to any goods, property, or effects of any person whatsoever, nor for any personal injury or death, caused by or resulting from any act or omission of JAMI, or by any of JAMI's officers, employees, agents, representatives, contractors, or subcontractors in the

operation, use, or management of the property, and JAMI further agrees to appear and defend, and to indemnify and save free and harmless the city and borough, its officers, employees, and agents from and against any of the foregoing claims, liabilities, penalties, fines, or damages, whether or not valid, and for any cost and expense, including reasonable attorney's fees, incurred by the city and borough, its officers, employees, or agents on account of any claim therefor.

(5) JAMI shall relinquish permit CU-24-86 allowing a group home to be located on Montgomery Street, prior to transfer of title to the property.

(6) JAMI shall not place any client in the four-plex located on the property who has any medical or criminal history showing a pattern of violence which would cause JAMI to deem the client a threat to the residents of the neighborhood.

(7) Any other terms and conditions that the manager determines to be in the best interests of the city and borough.

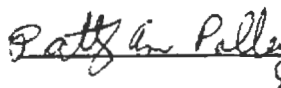
* Section 3. Effective Date. This ordinance shall be effective thirty days after its adoption.

Adopted this 4th day of May, 1987.



Mayor

Attest:



clerk

MEMORANDUM

THE CITY AND BOROUGH OF JUNEAU

CAPITAL OF ALASKA

155 SOUTH SEWARD ST. JUNEAU, ALASKA 99801

TO: Cindy Johnson, Lands and resources Office DATE: March 27, 1987

FILE NO: DA-02-87/UP-01-97

SUBJECT: JAMI Property Acquisition
and Use Permit

FROM: 
Gabrielle LaRoche
Planner II

At its regular meeting, March 24, the Planning Commission recommended approval of conveyance of the property at 1968 Lemon Creek Road to Juneau Alliance for the Mentally Ill subject to the following conditions:

1. The use of the property shall be limited to that described in JAMI's application.
2. JAMI shall not place residents in the four-plex with a medical or any criminal history showing a pattern of violence which would cause JAMI to deem the clients a threat to the residents of the neighborhood.
2. The title shall contain a reverter clause, allowing title to revert back to the City, at the City's option, should JAMI decide to no longer use the four-plex for the stated purpose.
3. The property shall not be used as collateral without prior consent of the City.
4. JAMI shall relinquish permit CU-24-86 allowing a group home to be located on Montgomery Street, prior to transfer of the title.

At the same meeting the Commission unanimously recommended approval of the use permit allowing JAMI to occupy the four-plex prior to transfer of the title.

MEMORANDUM

CITY/BOROUGH OF JUNEAU
155 South Seward Street, Juneau, Alaska 99801

TO: Kevin C. Ritchie, Manager

DATE: March 19, 1987

FROM: ~~Chadwick~~ *[Signature]* Lands and Resources Officer

SUBJECT: Status Report - Acquisition of Property/Juneau Alliance for the Mentally Ill

This memorandum provides a status report on the acquisition of property for and the disposal of property to the Juneau Alliance for the Mentally Ill (JAMI).

On July 8, 1986, the Assembly approved the expenditure of \$380,000 of Community Development Block Grant funds for a housing project for the mentally ill. The project was to include a group home and a semi-independent apartment facility for mentally ill persons and was to be operated by JAMI, a non-profit corporation. The Assembly directed staff to proceed with the acquisition of the property to fulfill those goals.

Due to JAMI's unique housing needs, the City directed JAMI to find the property that would best serve its needs and could be purchased within the limits of the available funds. The City's role in the acquisition process has been one of administering the grant money and ensuring compliance with federal, state, and city regulations.

Last fall, JAMI identified two properties for possible acquisition. A home on Montgomery Street in Lemon Creek was identified to serve as a group home. The required Conditional Use Permit was sought and obtained by JAMI. The Lemon Creek neighborhood strongly objected to the proposed group home and appealed the Planning Commission's decision to grant a Conditional Use Permit for the home. The appeal process was, as you know, quite time consuming. The Planning Commission decision was upheld in the findings of the hearing officer, and in January, 1987 those findings were approved by the Assembly. On February 9, the neighbors presented to the Assembly a petition for reconsideration. The Assembly had until February 19, to take action on the request for reconsideration. When the Assembly chose to take no action, the appeal process, through that avenue, was exhausted. However, the neighborhood still had the option to request judicial review of the City's administrative decision in Superior Court. Barbara Blasco indicated that a request for judicial review could linger in Superior Court indefinitely. Time is of the essence in that availability of the grant monies expires on April 30, 1987 and any additional extensions are uncertain.

Faced with the possibility of further delays, JAMI began to look for other property to serve as a group home. The Gastineau Human Services, Inc. indicated a willingness to sell its group home, Gastineau Manor, which is located across the street from the Governor's Mansion. On February 3, JAMI received a Conditional Use Permit to use Gastineau Manor as a group home for the mentally ill, and on February 23, JAMI formally requested City staff to take steps toward acquiring the property. Accordingly, appraisals and a preliminary title report have been ordered.

CITY/BOROUGH OF JUNEAU
★ ALASKA'S CAPITAL CITY

Kevin C. Ritchie
March 19, 1987
Page 2

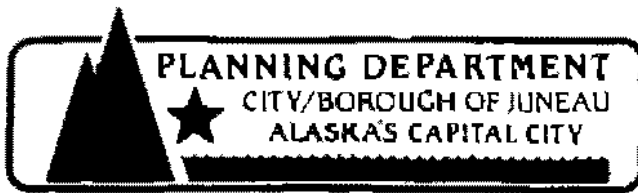
In addition to acquiring property for a group home, JAMI has sought property for a semi-independent apartment facility. Initially, JAMI identified property in the Mendenhall Valley for that purpose, but later found a preferred site on Lemon Creek Road. The four-plex on Lemon Creek Road was HUD-foreclosed property being offered for sale by the HUD Anchorage office. During its examination of the property in early February, JAMI consulted the Community Development Department and a determination was made that a Conditional Use Permit would not be required for the proposed use. The Community Development Department informed JAMI of its determination in a letter from Karen Boorman dated February 9. Copies of that letter were distributed to the Planning Commission and Assembly to keep them apprised. On February 23, JAMI formally requested the City to pursue acquisition of the four-plex. The HUD Anchorage office indicated that it could not take the property off of the open market until the City submitted an offer. Due to its desire to sell the property quickly, HUD had adjusted its asking price to reflect a forty percent discount from market value. HUD was looking for an offer of \$102,000, but would accept offers for less. In order to ensure the City would not lose the opportunity to purchase the property, an offer of \$91,800 plus closing costs (\$62.00) was immediately submitted. Staff brought the Assembly Lands Committee up to date at its meeting on February 24, informing the committee that an offer had been made to HUD.

HUD later accepted the City's offer and the property was deeded to the City on March 10. The next step will be for the City to convey or lease the four-plex to JAMI so that JAMI may commence its program. The Assembly provided general direction in its action in July of last year. However, specific terms of a lease or conveyance must now be drawn up and approved by the Assembly by ordinance. JAMI requests that the property be conveyed to JAMI. The Assembly Lands Committee reviewed JAMI's request at its meeting on February 24, 1987.

The committee recommended that the property be sold with a reverter clause, allowing title to revert back to the City should JAMI no longer use the property for their stated programs. Additionally, the committee stated that the deed should include clauses protecting the City in the following ways: The property could not be used as collateral without prior consent of the City; all insurance and maintenance costs would be the responsibility of JAMI; and in the event the property reverts to the City, any improvements made by JAMI would revert with the property at no charge to the City.

The Planning Commission is scheduled to review the proposed sale of the four-plex to JAMI at its meeting on March 24. At that meeting, the Planning Commission will also review a Use Permit application in which JAMI is requesting early occupancy of the four-plex. An ordinance setting out conditions of the property sale should be ready for introduction to the Assembly in April.

CJ/bvh
Attachments
cc: Assembly
Planning Commission



February 9, 1987

File No. 0020

Ms. Chris Coleman, Executive Director
Juneau Alliance for the Mentally Ill
P.O. Box 211247
Anchorage, AK 99501

Re: JAMI - 1962 Lemon Creek Road

Dear Ms. Coleman:

This is to confirm what my staff has indicated to you orally regarding your recent zoning question.

As I understand it, the Juneau Alliance for the Mentally Ill (JAMI) is considering the purchase of a four-plex, multi-family residence at 1962 Lemon Creek Road in Glacier View Subdivision, to provide a "semi-independent" living situation for a number of their clients. Up to eight individuals would reside there and be free to participate in schooling, employment and other activities of the community as they wish. JAMI staff would visit these residents on a regular basis to provide monitoring and support.

This area is zoned RFL and as such allows multi-family dwellings as a principally permitted use or use by right (CDJ 49.25.405(e)). The use that you have described, is that of a multi-family dwelling rather than a group home and therefore, would not require a Conditional Use permit.

Because the location of JAMI client homes, group homes, and facilities has been a sensitive issue, I am copying this letter to the City and Borough Planning Commission and Assembly.

Please let me know if I can be of further assistance.

Sincerely,

Karen Boorman
Director

cc: Planning Commission
Assembly

1070/34/KB/ye

Staff Present: Kevin Ritchie, City/Borough Manager; Patty Ann Polley, City Clerk; Barbara Blasco, City/Borough Attorney; Jim Hall, Assistant City Manager; Donna Pierce, Librarian; Alan Judson, Fire Chief; Karen Boorman, Planner; Duncan Fowler, Parks and Recreation Director

XI. NEW BUSINESS:

A. Housing Project for Mentally Ill - Community Development Block Grant Program

Administrative Report: Attached. The Manager recommended approval of the Community Development Block Grant program.

Public Hearing: No one appeared.

Assembly Action:

Ms. Walker stated she had applied for employment with the Juneau Alliance for the Mentally Ill and, therefore, had a conflict of interest and would not participate on this issue.

MOTION - by Champion to approve the grant as recommended by the Manager. There being no objection, it was so ordered.

XII. ADMINISTRATIVE REPORTS ON NON-AGENDA ITEMS

A. Manager's Report - Action Items:

School District Bid Awards

Sprinkler System Retrofits (Auke Bay and Glacier Valley Schools) - The Manager recommended awarding the bid to Superior Fire Protection for \$224,905.

Energy Conservation and Ventilation Improvements (Auke Bay, Glacier Valley, and Gastineau Schools) - The Manager recommended awarding the bid to Jack's Plumbing and Heating for \$316,000.

Public Participation: No one appeared.

LAW OFFICES
BATCHELOR, MURPHY & BRINKMAN
A PROFESSIONAL CORPORATION
107 MUNICIPAL WAY, SUITE 101
JUNEAU, ALASKA 99801

T.O. BATCHELOR
PATRICK E. MURPHY
BRAD J. BRINKMAN

TEL. 668-8456
AREA CODE 907

February 23, 1987

Ms. Cynthia L. Johnson
Lands & Resources Officer
City & Borough of Juneau
155 S. Seward Street
Juneau, Alaska 99801

Re: JAMI Housing Project

Dear Ms. Johnson:

This letter is for the purpose of confirming our meeting on Tuesday, February 17, 1987, in which I stated to you the following:

(1) JAMI is committed to the purchase of the four-plex at 1968 Lemon Creek Road. Please proceed immediately to do whatever is needed to do to negotiate with H.U.D. and file what ever documents need to be filed. JAMI will use this four-plex as semi-independent living apartments. Attached is the February 9, 1987, letter from Karen Boorman.

(2) JAMI is also committed to the Gastineau Manor building at 306 W. 8th Street. Please proceed immediately to obtain appraisals and submit all required forms. We have already obtained the attached approval from the Planning Commission and the agreement of the present owners to sell.

(3) As we both agreed, time is of the essence; therefore, notify me immediately if there is anything we need to do or anyone you are not receiving full cooperation from.

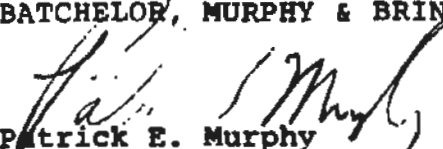
If there are any questions or you need further information, please call me. We have an apparent April 30, 1987, deadline. I will spend whatever time is needed to aid you in anyway I can. As you know, the opportunity may never be available again to

Ms. Cynthia L. Johnson
February 23, 1987
Page - 2 -

provide for the treatment and housing needs of the mentally ill
in Juneau.

Very truly yours,

BATCHELOR, MURPHY & BRINKMAN


Patrick E. Murphy
President for the Juneau Alliance
for the Mentally Ill

PEM:mah
Enclosure

cc: Kevin Ritchie, City Manager
Peter Freer, Chairman of Assembly Land Committee

- (2) That the title contain a reverter clause, allowing title to revert back to the City should JAMI decide to no longer use the four-plex for the stated purpose.
- (3) That the property cannot be used as collateral without prior consent of the City.

Mr. Farquhar asked the possibility of condition (2) being changed to an optional reverter clause which could be waived if the City didn't want the property back.

Mr. Stoops asked about the other JAMI facility in Lemon Creek which the Commission recently considered. Ms. LaRoche explained that the group home required a conditional use permit because it was not a use by right. The present application is a use by right and the Commission is reviewing the land disposal. The residents are essentially independent, but will have JAMI staff visiting on occasion. The Commission is determining whether the land should be conveyed or leased to JAMI, not whether the use can occur, and whether they should be allowed to occupy the premises prior to the lease or conveyance occurring. She noted the City purchased the property with this purpose in mind. The decision of the Commission was upheld in the appeal regarding the group home; however, JAMI has located another facility which they find is preferable. The funds allocated for the group home will be going to purchase Gastineau Manor and JAMI will not be using the conditional use permit that was obtained for the Lemon Creek site.

Mr. Farquhar noted the memo from John Corso to Errol Champion regarding Land Acquisition Policy which was distributed to the Commission. He noted the Assembly Lands Committee had no objection to issuance of the temporary use permit.

Public Participation:

Sam Hughes, 1959 Lemon Creek Road, spoke in opposition to the proposal. He objected to having this burden put on the residents of the Lemon Creek area, and spoke regarding other uses in the area such as the jail. He expressed concern for the safety of the young children in the neighborhood.

Mr. Farquhar asked how long Mr. Hughes has lived in the area. Mr. Hughes indicated he has lived there 15 years.

Meng Lee, 1951 Lemon Creek Road, expressed concern about the safety of his family with the proposed facility. He also noted that he had not been notified of the public meetings regarding this issue.

Pat Murphy, president of JAMI, spoke on behalf of the staff recommendations. He stated the sale was completed as of March 10. The ordinance leasing or conveying the property to JAMI cannot occur until near the end of April. JAMI has clients who need housing in the meantime. Insurance has been obtained which fully covers the facility. An agreement has also been signed which agrees to hold the City harmless from any liability. The facility was acquired by the City for the purposes of JAMI as a semi-independent living facility. The rentals JAMI has been using will run out on March 30 so a place is needed to move those residents. The people who will be occupying the facility are currently living in the community.

Mr. Vick asked Mr. Murphy to address the safety issue. Mr. Murphy stated that the people who would reside in the facility have much less propensity to violent acts than the general members of the community. They are generally withdrawn and passive.

Jeff Ingman, 325 4th Street, stated that he owns the triplex that JAMI currently rents. He said JAMI has rented his property for over six months. He has been very pleased with the clients. They are always very tidy and courteous. He said they are some of the finest renters he has ever had and he has never had a problem or complaint. The other occupants of the building and the other neighbors are not even aware the renters are mentally handicapped people. He noted they have not asked JAMI to vacate the rental unit on March 30, that is JAMI's decision. He said they are welcome to stay as long as they care to.

John Wilcox stated that twice in the past six months the Assembly has instructed the staff concerning projects such as this. He quoted from the January 12, 1987 Assembly minutes where they asked the Commission and staff to develop criteria which would evaluate the density impacts on neighborhoods for homes such as the JAMI facility and that no further such facilities be allowed in the Lemon Creek area until such criteria are developed. He noted that none of the officers of JAMI live in the immediate area. He suggested that the use, patients of JAMI under care, turns the facility into a nursing or convalescent home, or

sanitarium, which would require a conditional use permit. He pointed out that such a use could not be allowed because the unit has only four parking spaces, and the code calls for two per bed or one for each 400 feet of gross floor space, which would be approximately 10 spaces. The facility doesn't meet the minimum parking required for residential use.

Vicki Dunsyski, 1942 Lemon Creek Road, was concerned about the safety of her children. She asked what kind of guarantees she will have if one of the patients does harm her children. She said she doesn't believe such a facility should be located in a neighborhood where there are young children, and JAMI should look into a neighborhood where there are no young children.

Chris Coleman, executive director for JAMI, stated the people in the program will be screened for history of violent episodes, history of any kind of sexual deviance toward children or non-consenting adults, or any current alcohol/drug abuse problem. The best description is "mentally handicapped". The clients are not criminally insane and the facility will not be an insane asylum. They are predominantly withdrawn and depressed. The rate of violence is generally a lot less than the normal population. The people are involved in activities during the daytime. There will be staff at the facility two hours in the morning and two hours in the afternoon to help with budgeting, meal preparation, and taking medication. Cases of clients "flipping out" would happen only if medication were not monitored for two or three weeks, and then rarely. The people who would live in this facility are already living in the community, many in the Lemon Creek area. She indicated that the clients who would be living in the facility do not have cars.

Mr. Farquhar asked if JAMI would object to a condition that the facility not be used for clients who have a record of being dangerous. Ms. Coleman said that would not be a problem.

Mr. Campbell asked the difference between this facility and the group home. Ms. Coleman replied that the clients in the group home need 24-hour care because they are not as able to prepare their own meals, do their own budgeting, and to go places in the community as readily.

Ivan Frasier, director of Social Services for the City, stated there is coordination between the staff of the Mental Health Center and JAMI staff so there is a "net" so if someone begins to decompensate or a behavior change is witnessed that there is a way of catching these people to make sure the medication is reviewed, etc. That's how people are stabilized in the community. They are better stabilized in an environment in which they can be more closely watched.

Dan Kromarek, a resident on Montgomery Street, presented a bar chart showing the density of group home type uses in the different areas of the borough. Lemon Creek has 10% of the borough population, about 8% of the residential land, and 21% of the group home type facilities (including the jail). The Valley has 61% of the residential land, 55% of the population, and 36% of the public facilities. Downtown Juneau has 12% of the useable land, 17% of the population, and 21% of the public facilities. He said their concerns about the people that would be in the group home were addressed by JAMI and just about everyone was satisfied with the program.

Ms. Bottge asked what facilities were included in the 21% in Lemon Creek. Mr. Kromarek indicated they were taken from the list of facilities that would have a similar neighborhood impact. Ms. Bottge asked the closest such facility to the property under consideration. Mr. Kromarek stated there is a facility on Mark Alan Street.

There was no further testimony on this item and public participation was closed.

Commission Action:

MOTION - by Bottge to recommend to the Assembly the disposal of the land to JAMI for the purpose of the semi-independent apartment facility with the three conditions recommended by staff.

AMENDMENT - by Farquhar to modify condition (1) by adding at the end: "and that the facility may not be used to house occupants who, by assessment of their medical or criminal records, may be considered by JAMI to pose a threat to the personal safety of other residents of the neighborhood. Violation of this condition will cause the property to revert to the City."

Ms. Boorman noted the issue at hand is land disposal, not the use of the property per se. She said she thought such a condition would be inappropriate on the land disposal.

Mr. Farquhar asked to amend his amendment by deleting the last sentence. Ms. Boorman indicated that enforcement of the condition would be difficult.

Mr. Murphy stated that anyone occupying the facility will have been screened by both the City Mental Health staff and the JAMI staff and a joint decision will be made as to who will occupy the facility. They will probably be the most risk-free of any of the clients being dealt with. He was concerned about making any absolute guarantees.

Ms. Boorman commented that if the property involved were not City land, the request would not be before the Commission.

Mr. Campbell said he felt it was not inappropriate to consider the testimony of the residents of the neighborhood and that, from JAMI representatives' testimony, the condition does not appear to be unreasonable.

Ms. Bottge asked for a restatement of the amendment. Mr. Campbell indicated that it is "that no person who has a known history of personal violent behavior indicated either by their medical record or by any criminal record who would be considered by JAMI to be any potential threat to any residents of the neighborhood would be allowed in this facility."

Ms. Bottge commented that probably every person has done something violent and/or something criminal, whether or not they were caught. She was concerned about the definition of terms. Mr. Campbell noted that the condition refers to a recorded history of violence in either a medical or criminal record. There is a distinction between the violent behavior that probably everyone had engaged in and a written history of violence. There is also a stipulation that JAMI would evaluate, considering the history, whether there would be potential for violence to residents of the neighborhood.

ROLL CALL (on the amendment):

Yeas: Stoops, Vick, Farquhar, Egan, Campbell

Nays: MacKinnon, Bottge

The amendment passed, 5-2.

AMENDMENT - by Farquhar to clarify the word "allowing" in condition (2) so it actually means allowing, and not requiring, the title to revert back to the City unless the City wants the property back. There being no objection, it was so ordered.

AMENDMENT - by Farquhar to add a condition (4): "That the existing conditional use permit for the group home in Lemon Creek be deemed to expire prior to the transfer of title." There being no objection, it was so ordered.

Mr. Stoops asked if staff has considered the assertion heard during the public testimony that the use actually requires a conditional use permit and that the parking is insufficient. Ms. LaRoche responded that the use is a use by right. The parking that exists is there and the activity does not reflect any expansion of the existing use. It has always been a multi-family dwelling and it will continue to be. Unless the facility were expanded, staff would not request additional parking. Ms. Boorman added that she had discussed the application with the Attorney and they determined this is a medium density residential use. This is also substantiated by the appeal on the group home conditional use permit wherein the hearing officer, upholding the decision of the Commission, found that in that case it was a single-family use and that the single-family use could not be distinguished from other single-family uses in a neighborhood, i.e., the impacts of the use would be the same as other single-family impacts.

Ms. Bottge quoted from an article which was included in the packet regarding a Supreme Court decision in dealing with zoning in group homes which stated that "opposition from neighbors based on unsubstantiated fears continues to be the major reason that cities deny special use permits for group homes, but the court confirmed a long line of rulings that mere negative attitudes or fear, unsubstantiated by factors which are properly cognizable in a zoning proceeding, are not permissible bases for treating a home for the mentally retarded [which could also apply to the mentally handicapped] differently from apartment houses, multiple dwellings and the like." The article did mention that one thing that can be considered is the number of such facilities in an area. In the situation at hand, the closest similar facility is more than three blocks away.

She stated she could find no justification for denying the request and that she finds the use is appropriate.

There being no objection, the motion as amended passed by unanimous consent.

MOTION - by Bottge to recommend to the City Manager that he grant a use permit for a period of 120 days or until a lease or conveyance document is issued, whichever is earlier. There being no objection, it was so ordered.

CU-28-86

3. An application for a conditional use permit for the preliminary review of the development of Lots 5 and 6, Salmon Falls Subdivision, into a mobile home park.

Applicant: Joe Henri

Staff Report: Mr. Goade reviewed the staff report included in the packet. Staff recommends that the Commission grant conceptual approval of the proposed mobile home park subject to the following condition:

- (1) The site plan shall be revised to incorporate a 60' wide right-of-way reserve and its restrictions thereto required by Plat #85-95 for the Salmon Falls Subdivision.

Ms. Bottge asked if conceptual approval binds the Commission to approval of the final plan. Mr. Goade indicated the ordinance does not state that final approval of a conditional use permit is implied by conceptual approval. Ms. Boorman indicated that the Commission would need to have good reason for not granting final approval if conceptual approval had been granted.

Public Participation:

Tom Kirchner, representing the applicant, came forward to answer questions.

Ms. Bottge asked if the applicant has any problem with the condition recommended by staff. Mr. Kirchner said that is not a problem. He noted they originally put that condition on the plat when it was filed and it was intentionally not labeled by any dimension, course or direction.



U.S. Department of Housing and Urban Development
Seattle, Office, Region X
1321 Second Avenue
Seattle, Washington 98101-2054

APR 28 1987

Ms. Cynthia L. Johnson
Lands and Resources Officer
City/Borough of Juneau
155 South Seward Street
Juneau, AK 99801

Dear Ms. Johnson:

Responding to your letter dated April 7, 1987 concerning the property the City of Borough of Juneau (the City) is to convey to the Juneau Alliance for the Mentally Ill (JAMI), you are advised that because the City used Federal CDBG funds to effect the acquisition of this property, the City is obliged to comply with uniform administrative requirements and cost principals currently in force under applicable OMB Circulars, and other Federal Regulations.

Within that context and the posture of the Federal Government to expect reasonable performance for the Federal dollars expended, we would suggest that the City could proceed to convey the subject property to JAMI provided that the City included a reverter clause in the deed. This clause would provide that in the event JAMI proposed to change the use or sell the property, the City would take possession of the property or JAMI would compensate the City for the original amount of grant funds which would be used by the City for an alike service or another CDBG eligible activity. While there is no Federally imposed time frame which the City could use as a base to establish the term to enforce the reversionary clause, we would suggest a reasonable period to be a minimum of 10 years.

In the event JAMI ceases to exist the City could effect the transfer of the title to another, alike, organization offering a similar service. Should the property prove no longer suitable for the original purpose and title reverts to the City, the City could sell the property, and the proceeds used for an eligible CDBG activity. In either event, HUD must be advised of the circumstances.

If we can be of further assistance, please advise.

Sincerely,

A handwritten signature in black ink, appearing to read "V. R. Gonzales".

V. R. Gonzales
Representative

Presented by: Lands Committee
Introduced: 06/11/84
Drafted by: G.L.S.

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 1042

A RESOLUTION ESTABLISHING THE MINIMUM STANDARDS
FOR THE LEASE OF MUNICIPAL LAND TO A PRIVATE,
NONPROFIT CORPORATION AT LESS THAN MARKET VALUE.

WHEREAS, CBJ 53.09.610(b) provides for the grant or lease of municipal land to a private, nonprofit corporation at less than market value, and

WHEREAS, certain minimum standards should be established for such disposals to insure uniform treatment of nonprofit organizations,

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

1. That property will not be sold or given to a private, nonprofit corporation at less than market value, but may be leased at less than market value under the standards and procedures set out herein.

2. That a private nonprofit corporation desiring to lease municipally owned land at less than market value, shall make application to the manager or his designee on a form prescribed by the manager. The application shall be accompanied by plans, reports and a narrative that addresses the following points:

- (a) The services the corporation proposes to provide on the land.
- (b) The known client group for such services.
- (c) The anticipated impact on the community if the services are provided.
- (d) The anticipated impact on the community if the services are not provided.
- (e) The extent the services will be enhanced by the project if the services are already being provided in the community.

3. The applications shall be submitted to the assembly on a semi-annual basis at the first regular meeting of the assembly in May and November each year. Upon an assembly determination that the community would be served by leasing land at less than market value to the private, nonprofit corporation, the application shall be reviewed by the Planning Commission as to the appropriateness of the proposed use on the municipal property. In addition, the applicant may be required to submit additional, more detailed information about its proposed project and service program.

4. No final less-than-market lease may be made unless the corporation demonstrates that it has available the funds necessary to construct the improvements proposed or required for its use of the property. The municipality may give a commitment to lease or grant land at less than market value that will become effective upon a demonstration by the applicant that it has obtained the necessary financing. Such a commitment may not exceed six months.

5. No land may be leased hereunder for a proposed use that is not permitted under the zoning applicable to the requested property. Further, all land granted or leased to a private, nonprofit corporation at less than market value shall be subject to the design review requirements of the zoning code without regard to whether such property is inside or outside the superimposed design review district.

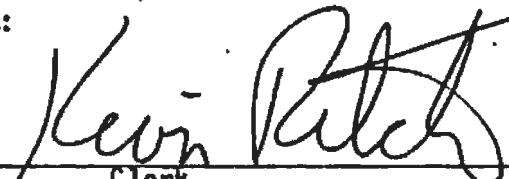
6. That no lease, including extensions authorized within the lease itself, may exceed thirty-five years. All such leases shall terminate and the property and the improvements thereon shall revert to the municipality if the corporation fails, within eighteen months of the execution of the lease, to obtain a building permit and make a substantial start of construction on the improvements to the property or if the property ceases to be used for the purpose for which the lease was granted.

Adopted this 11th day of June, 1984.



 Mayor

Attest:



 Clerk

MEMORANDUM

CITY/BOROUGH OF JUNEAU

Lands and Resources Office

155 S. Seward Street, Juneau, Alaska 99801

greg.chaney@juneau.org

Voice (907) 586-0205

Fax (907) 586-5385

TO: The Lands Committee
FROM: Greg Chaney, Lands and Resources Manager
SUBJECT: Sustainable Juneau dba Juneau District Heating – Easement Application
DATE: August 20, 2019

Juneau District Heating Inc is a private for-profit company proposing to build a district heat distribution system in downtown Juneau by extracting heat from seawater. While this technology is relatively new in Alaska, it has been used successfully in Europe. The proposal would involve building an electrically powered heat exchanger near the downtown Coast Guard facility on the waterfront. A pipeline network will extend from this location to deliver warm water to buildings downtown along a circulation network that will return cooled water back to the heat exchanger building for reheating.

A network of buried pipes will be a significant feature of this development (Attachment A). These 18" diameter pipes will be insulated with an outside diameter of 26.5". The original application included a set of cold water pipes that would be used for cooling buildings (Attachment B). Since the application was submitted, the applicant has stated that supplying cooling water will not be economical, so this aspect of the application has been withdrawn.

Juneau District Heating Inc. has applied for exclusive easements across City property to install the proposed pipeline layout (Attachments C & D). An unusual aspect of this proposal is that the pipes would be routed through CBJ property and would avoid adjacent rights-of-way. As proposed, a portion of the distribution network would cut through the middle of properties in the Aak'w Village District (formerly known as Willoughby District). By avoiding rights-of-way, this layout would potentially decrease installation costs by largely reducing conflicts with existing utilities that have been installed in the rights-of-way. However, the network of exclusive easements for the large diameter pipes would severely limit future development potential within the parcels that would be occupied by the pipelines. The primary purpose of rights-of-way is to provide for infrastructure including utilities. As proposed, the exclusive easements would be similar to new private rights-of-way that would divide public property and limit the future use of the parcels. In order for these exclusive easements to be approved, the Assembly would have to grant an exception to CBJ§53.09.300 *Easements (a)* which specifies that easements shall be nonexclusive. The easements would have to comply with all other provisions of CBJ§53.09.300 *Easements* (Attachment E).

Another difficulty posed for evaluating the impact of granting the requested easements is that the diagrams provided by the applicant only provide center lines for the proposed pipeline alignment and do not show the width of the easements that would be necessary. Based on the typical cross sectional construction diagram previously provided by the applicant, it appears that the minimum width for the easements would be up to 25' to 30' wide (Attachment B). This width would be reduced by the elimination of cooling piping. It is particularly difficult to evaluate the long term impact of granting these exclusive easements because the Aak'w Village

District is intended to be redeveloped with new buildings (such as the new JACC) and these construction plans have not been finalized and won't be for some time.

An immediate concern for Juneau District Heating Inc. is that they are placing the first pipes for the project across Egan Drive in conjunction with highway reconstruction project currently underway. The pipeline will terminate at the CBJ property line near Centennial Hall. Juneau District Heating Inc. needs some assurance that these pipes will be usable and will not have to be modified in the newly reconstructed DOT right-of-way.

Juneau is in a unique position to have a private developer propose a heating system that utilizes hydroelectricity and heat from seawater to provide heat to buildings in the downtown core. The considerable advantage of placing pipelines in the right-of-way is that the access rights are free and will not require purchasing easements. The next step for reviewing the applicant's proposal to build a distribution network using a series of exclusive easements will require evaluating the relative merits of locating the system on City owned parcels versus placing the pipeline network in existing rights-of-way.

As established in CBJ§53.09.300 *Easements*, in order to evaluate this proposal, the route will need to be surveyed and appraised. The proposed locations of these easements will have to be evaluated against future development plans for these parcels. These properties are managed by multiple departments, so the land use plans for each managing department will have to be evaluated against the proposed pipeline locations. If the results of this research are favorable, the easements through City property will need to be purchased for fair market value and recorded prior to construction.

It is premature to consider granting permanent exclusive easements for the proposed pipeline network until the actual location of these easements have been established as required by CBJ§53.09.300 *Easements*.

The Easements section of the Lands code envisions specific detailed (survey quality) proposals and then empowers the Assembly to direct staff to negotiate directly with proposed purchasers of CBJ land rights or to ask for subsequent broad competition for the land. In this case, broad competition is not appropriate or relevant and survey quality has not been made available. The Assembly is right to be cautious in granting these extensive easements. For perspective, this is largest easement package ever contemplated by a CBJ Assembly.

The applicant is in a "chicken vs egg" quandary where they are required to spend significant funds on engineering and surveying work when there is no guarantee of approval.

Staff Recommendation:

At this point in the process, in order to proceed with their next steps, the proposer wants to know if the Assembly is conceptually open to a significant series of land easements, or not. Based on existing City code and normal procedure, Staff's recommendation is for the applicant to use public rights-of-way to the maximum extent possible and to only ask for exclusive easements across CBJ parcels as a last resort. CBJ staff acknowledge that working in the ROW is extremely difficult, often unpredictable and expensive, we do it all of the time ourselves.

Easements across public property will significantly limit future options for development, expansion, maintenance and utilization of public facilities. And land easements are forever. Even though the proposal is for noble community purpose (lower cost, greener energy), the proposal is from a for profit company. Municipal code requires disposal of public land to private companies at fair market value. The series of easements envisioned are very valuable in economic terms and even more so for long term community needs.

For this reason, staff cannot support a series of easements that encumber properties as good public policy. As an example, in the short run it is very difficult to predict the exact land needs of Centennial Hall and the New JACC.

The next step toward approval of this project would be to have the applicant provide series of conceptual diagrams showing the location and width of the proposed easements. These alignments would then be reviewed by CBJ staff and the Lands Committee to evaluate the relative merits of the proposed easement locations.

Recommendations:

1. Direct staff to work directly with the applicant on a de minimis easement that will allow the applicant to get pipes across Egan Drive (by motion).
2. As a courtesy, advise whether the Committee and Assembly is open to further discussion on a large package of easements.

In order for the Lands Committee to work further on the proposal to route the district heat pipeline network through CBJ parcels, the applicant will need to provide series of survey or near survey quality diagrams showing the location, width and proximity to nearby structures of the proposed easements.

Juneau District Heating Pipes within CBJ Parcels



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Packet Page 41 of 74

Legend

JDH Pipes within CBJ parcels

owners

CBJ

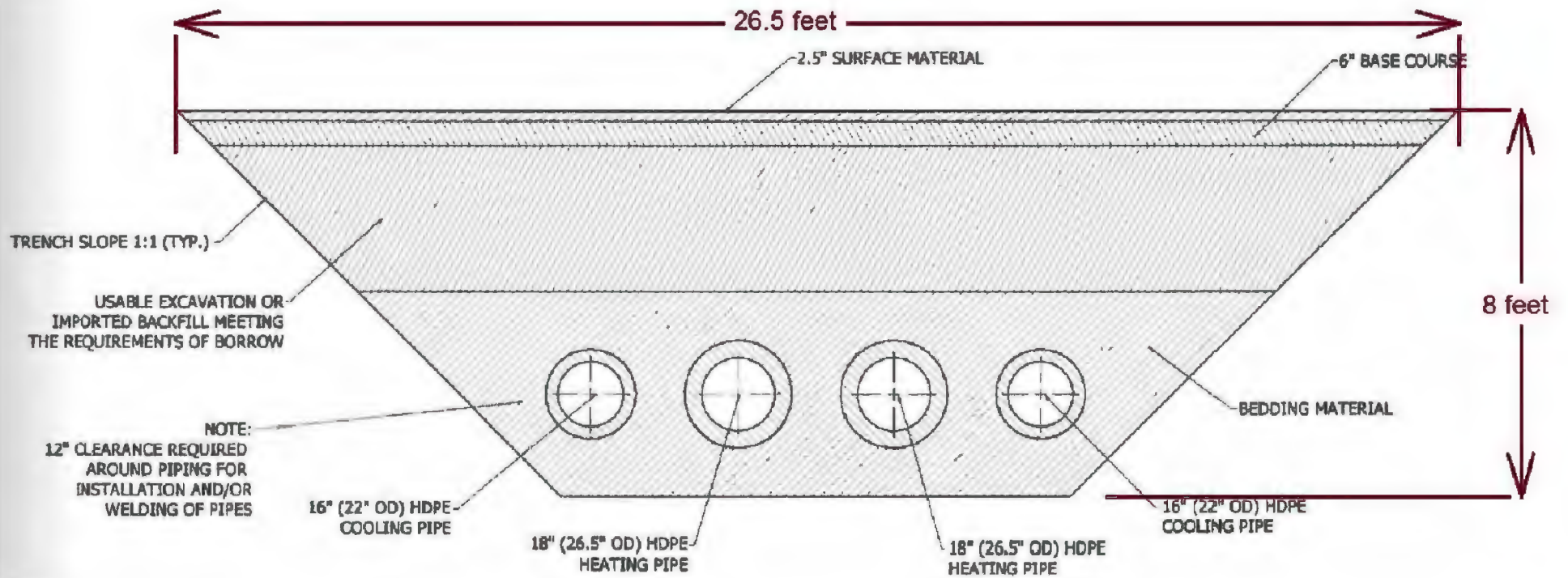
CBJ Lands and Resources

CBJ Lands and Resources; Taku Terrace Condo Association

Aug 4, 2019

0 0.0275 0.055 0.11 0.165 0.22 Miles

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community



Juneau District Heating

View from North (Egan)

February 10, 2017
MRV Architects



Juneau District Heating

tax_id	site_addrs	legal_desc	owners
1C030J010001	1220 Glacier Ave	USS 752 FR	City and Borough of Juneau Lands and Resources; Lands and Resources; Taku Terrace Condo Association
1C030J140010	1591 Glacier Ave	USS 752 HIGHLANDS BL P LT 3	City and Borough of Juneau Lands and Resources; Lands and Resources
1C030K520010	1255 Glacier Ave; 1415 Glacier Ave; 1619 Glacier Ave; 1639 Glacier Ave	HIGHLANDS BL O , USS 752 FR, U	City and Borough of Juneau Lands and Resources; Lands and Resources
1C060C350010	1208 Glacier Ave	CASEY SHATTUCK BL 235 LTS 1 &	City and Borough of Juneau Lands and Resources; Lands and Resources
1C060K510010	1200 Harbor Way	TIDELANDS ADDITION BL 51 LT 3	City and Borough of Juneau
1C060K680080		TIDELANDS ADDITION BL 68 LT 8	City and Borough of Juneau Lands and Resources; Lands and Resources
1C060K680100	304 Willoughby Ave	TIDELANDS ADDITION BL 68 LT 11	City and Borough of Juneau Lands and Resources; Lands and Resources
1C060K680121		TIDELANDS ADDITION BL 68 LT 12	City and Borough of Juneau Lands and Resources; Lands and Resources
1C060K680130		TIDELANDS ADDITION BL 68 LT 12	City and Borough of Juneau Lands and Resources; Lands and Resources
1C060U040020	820 Glacier Ave	HARBORVIEW 2 URBAN RENEWAL BL	City and Borough of Juneau Lands and Resources; Lands and Resources
1C070A110010	310 Second St	JUNEAU TOWNSITE BL 11 LT 1 & 8	City and Borough of Juneau Lands and Resources; Lands and Resources
1C070A110020	324 Second St	JUNEAU TOWNSITE BL 11 LT 2 & 3	City and Borough of Juneau Lands and Resources; Lands and Resources
1C070A110140	223 N Franklin St	JUNEAU TOWNSITE BL 11 LT 8 FR	City and Borough of Juneau Lands and Resources; Lands and Resources
1C070A200030	114 W Fourth St	JUNEAU TOWNSITE BL 20 LTS 3 &	City and Borough of Juneau Lands and Resources; Lands and Resources
1C070K740010	101 Egan Dr	TIDELANDS ADDITION BL 74 LT 1	City and Borough of Juneau Lands and Resources; Lands and Resources
1C070K790010	155 S Seward St	TIDELANDS ADDITION BL 79	City and Borough of Juneau Lands and Resources; Lands and Resources
1C070K830020	290 Marine Way; 292 Marine Way	TIDELANDS ADDITION BL 83 LT 2	City and Borough of Juneau Lands and Resources; Lands and Resources

53.09.300 - Easements.

(a) *Authorized.* The manager may convey or lease an easement in City and Borough owned land upon approval by the assembly. Easements shall be nonexclusive unless otherwise provided in the easement document.

(b) *Application and fee.* The applicant for an easement shall apply to the manager on a form prescribed by the manager. The application shall be accompanied by plans, reports, a narrative and other material sufficient to permit the City and Borough to evaluate need for and the use to be made of the requested easement. The application shall also be accompanied by a base fee of \$15.00 plus an amount determined by the manager to cover the cost of an appraisal of the value of the easement. From time to time, the manager shall adjust the base fee to reflect changes in the cost of municipal services.

(c) *Review Process.* The application for the easement shall be referred to the community development and engineering and public works department for comment. The manager may refer the application to other departments which may have an interest in the parcel subject to the proposed easement. Upon receipt of the comments of other departments, the lands division shall refer the application and departmental comments to the assembly lands committee for its recommendation to the assembly. The assembly lands committee may hold a public hearing on the application prior to making its recommendation.

(d) *Assembly action.* Upon receipt of the assembly lands committee recommendation, the assembly may, by resolution, authorize the manager to execute the easement under such terms and conditions as are authorized by the assembly.

(e) *Survey.* Prior to the execution of an approved easement, the applicant shall provide a survey of the easement to the standards required by the manager.

(f) *Easement price.* The sale or lease price of an easement shall be the appraised value established not more than 90 days prior to assembly authorization of the easement. Upon execution of the easement by the City and Borough, the applicant shall pay to the City and Borough the market value of any marketable materials, timber or other resources within the easement area which will be destroyed, cut or removed. The manager shall determine the value of resources of any marketable materials, timber or other resources within the easement area which will be destroyed, cut or removed.

(g) *Improvements and changes.* No improvements or changes to improvements may be made within an easement unless first approved by the manager.

(h) *As-built plans.* Immediately upon completion of the construction of any improvements within the easement area, the easement holder shall provide the manager with accurate, complete and legible as-built drawings of such improvements. Upon making any changes or additions to such improvements, the permittee shall provide the manager with as-built drawings showing such changes or additions.

(i) *Relocation.* The assembly, by resolution, may direct the holder of an easement granted under this section to relocate the holder's improvements within the easement or to relocate the improvements to a new easement granted by the City and Borough for that purpose. Such relocation shall be at the sole expense of the easement holder, and the City and Borough shall not be liable to the easement holder for reimbursement of any expenses or compensation for any losses or damages suffered by the easement holder or others arising out of the relocation. Unless the assembly, in the resolution directing the relocation of the improvements, permits otherwise, the easement holder shall remove all improvements he or she has constructed in the area to be vacated. No compensation shall be due the City and Borough for the value of

resources which must necessarily be cut, damaged or removed to permit the relocation, nor shall the easement holder be liable for the cost of any survey required to describe a new easement area.

(j) *Restoration.* The manager may require restoration and the posting of such security for restoration as he or she determines necessary.

MEMORANDUM

CITY/BOROUGH OF JUNEAU

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

TO: Assembly Lands Committee
FROM: *Daniel Bleidorn*
Dan Bleidorn, Deputy Lands Manager
SUBJECT: Spring 2019 Land Sale Recap
DATE: August 22, 2019

The Lands Office recently completed a sealed competitive bid land sale for four lots in the South Lena Subdivision. As a result of this sale, two lots were sold. The winning bids for these lots were:

Block B, Lot 1A \$106,500

Block B, Lot 1C \$ 96,500

Lots 1B and 1D did not receive any bids and will be made available for over the counter sales as soon as the sales of the lots 1A and 1C are completed. We anticipate lots 1B and 1D will be available for over the counter sales next week. The over the counter price for the two remaining lots as determined by appraisal will be \$100,000 for Lot 1B, Block B, and \$90,000 for Lot 1D Block B.

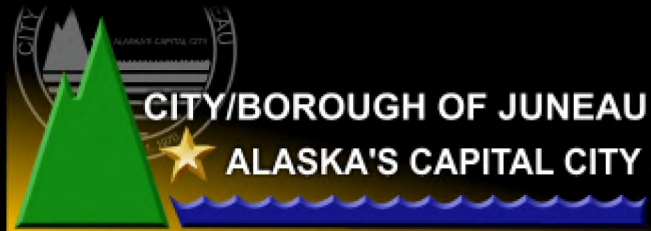


There are also two lots remaining in the Renninger Subdivision. These two lots are large multifamily residential lots and are also currently available through the over the counter land sale process. Lot 4 is 3.78 acres with a maximum density of 57 units. The price for Lot 4 is \$412,000. Lot 5 is 4.38 acres, is predominantly wetlands and has a maximum density of 66 units. The price for Lot 5 is \$382,000.



August 26, 2019

CBJ Assembly Lands Committee



JAHMI Health and Wellness, Inc. Request to Remove Reversion Clause



1968 Lemon Creek Road



Ordinance 87-28 contains the following clause:
(a) The deed whereby the city and borough conveys the property to JAMI shall contain a reversion clause allowing title to revert back to the city and borough, at the city and borough's option, should JAMI cease to use the property for the purpose set forth hereinabove. The reversion clause shall provide that in the event the title to property reverts to the city and borough, title to any improvements made to the property by JAMI shall vest with the city and borough, at the option of and at no cost to the city and borough.



The City purchased the property from the Department of Housing and Urban Development (HUD) for \$91,800 in 1987

The Assembly was actively looking to acquire property for JAMI, using community block grant funds

The CBJ has not identified a use for this property and due to recent funding reductions at the State and Federal levels, letting JAMHI retain and sell this facility would be a simple way for CBJ to provide support to help the program relocate to more appropriate facilities.



Staff recommends that the Lands Committee pass a motion of support to amend Ordinance 87-28 to remove the reversion clause and forward this to the Assembly for approval.

Sustainable Juneau dba Juneau District Heating

Easement Application



Rights-of-Way Downtown



CBJ§53.09.300 *Easements*

- (a) Easements will be non-exclusive
- (b) Application materials will be sufficient to evaluate request
Applicant will pay for an appraisal for value of easement
- (c) Application will be referred to departments for comment
- (d) Assembly may authorize manager to execute easement
- (e) Applicant shall provide survey of easements
- (f) Applicant shall pay appraised value of easement
- (g) No improvements allowed until approved by Manager
- (h) AsBuilt survey required after improvements are installed
- (i) Easement may be relocated at direction of Assembly
improvements must be relocated at applicant's sole expense

Juneau District Heating Pipes within CBJ Parcels



Recent Map Submittal

Copyright © 2019 Juneau District Heating



Legend

— JDH Pipes within CBJ parcels

owners

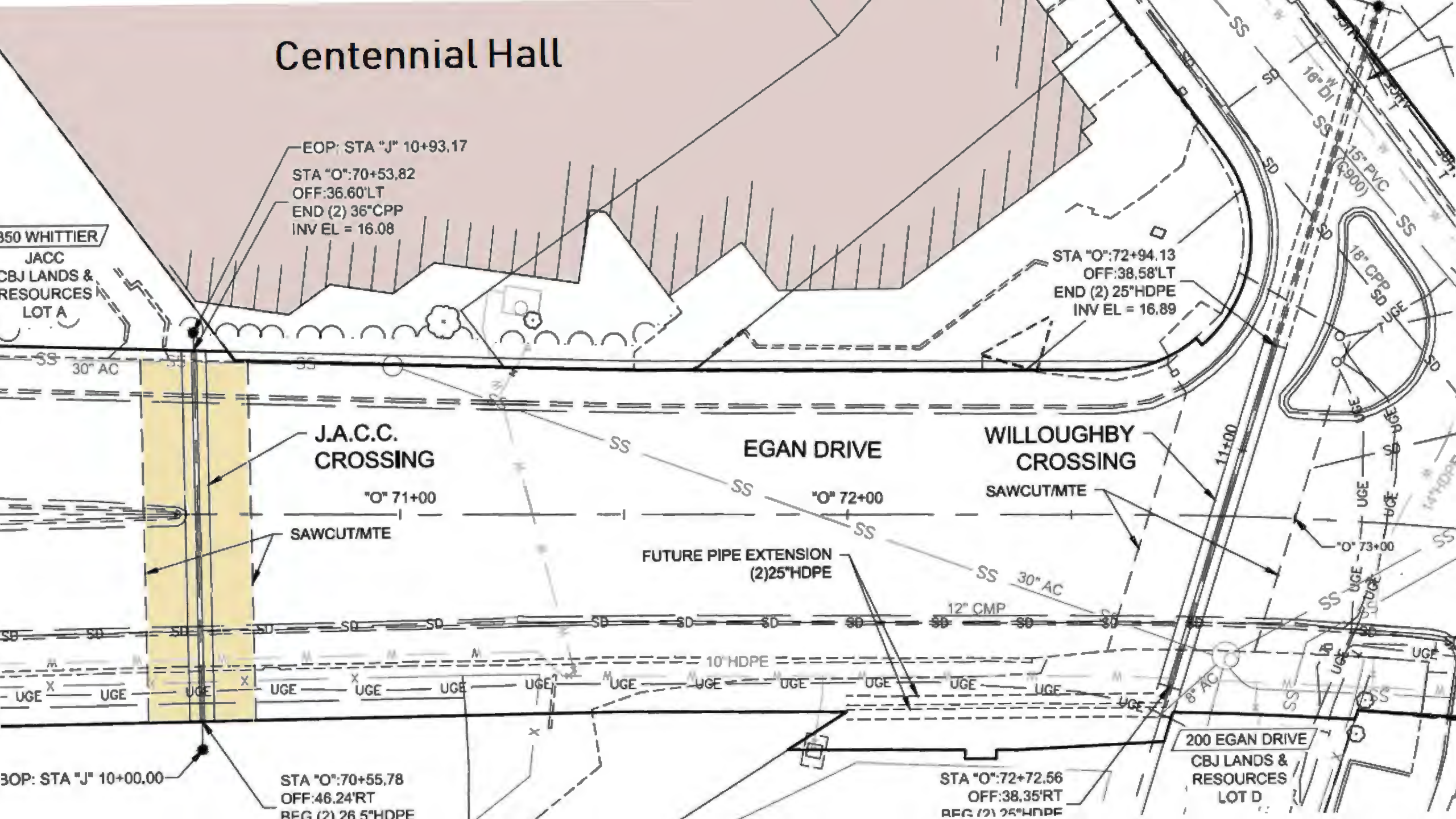
— CBJ

— CBJ Lands and Resources

— CBJ Lands and Resources; Taku Terrace Condo Association

[illegible]

Centennial Hall



JACC Site



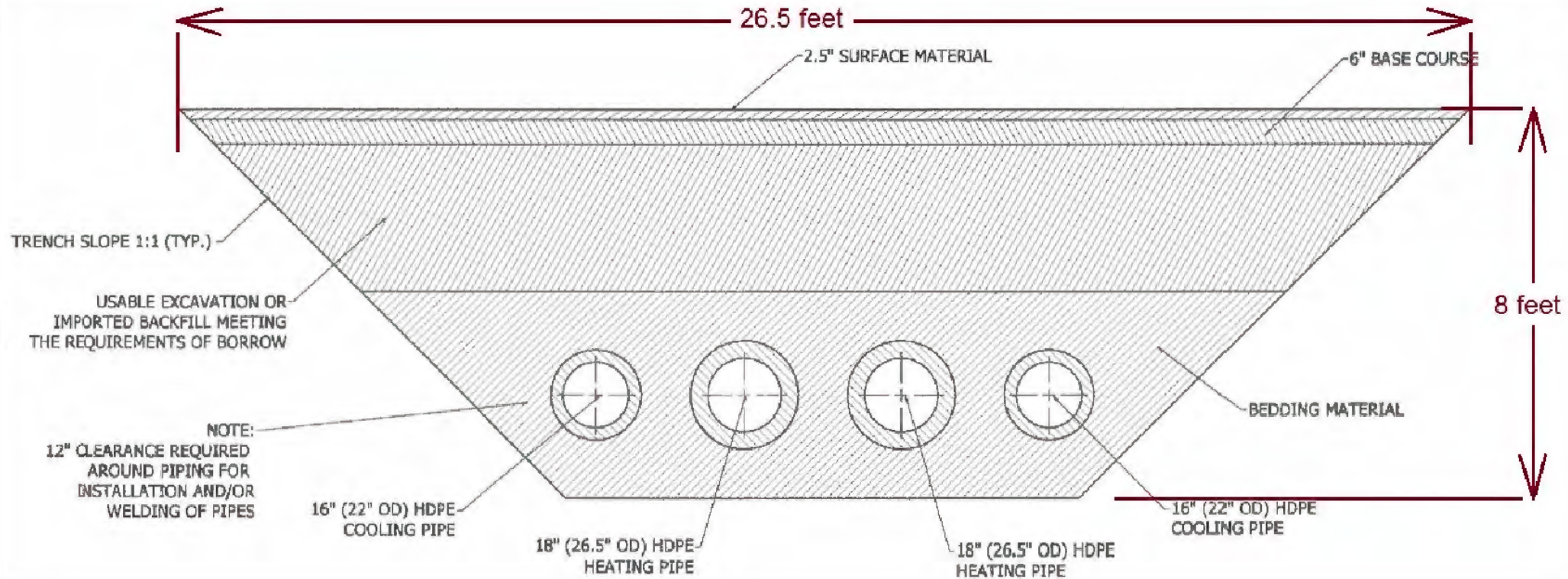
Approximate Centerlines for District Heat Pipelines

JACC Proposed New Building Footprint



Centerlines Do Not Show Width of Easement Needed

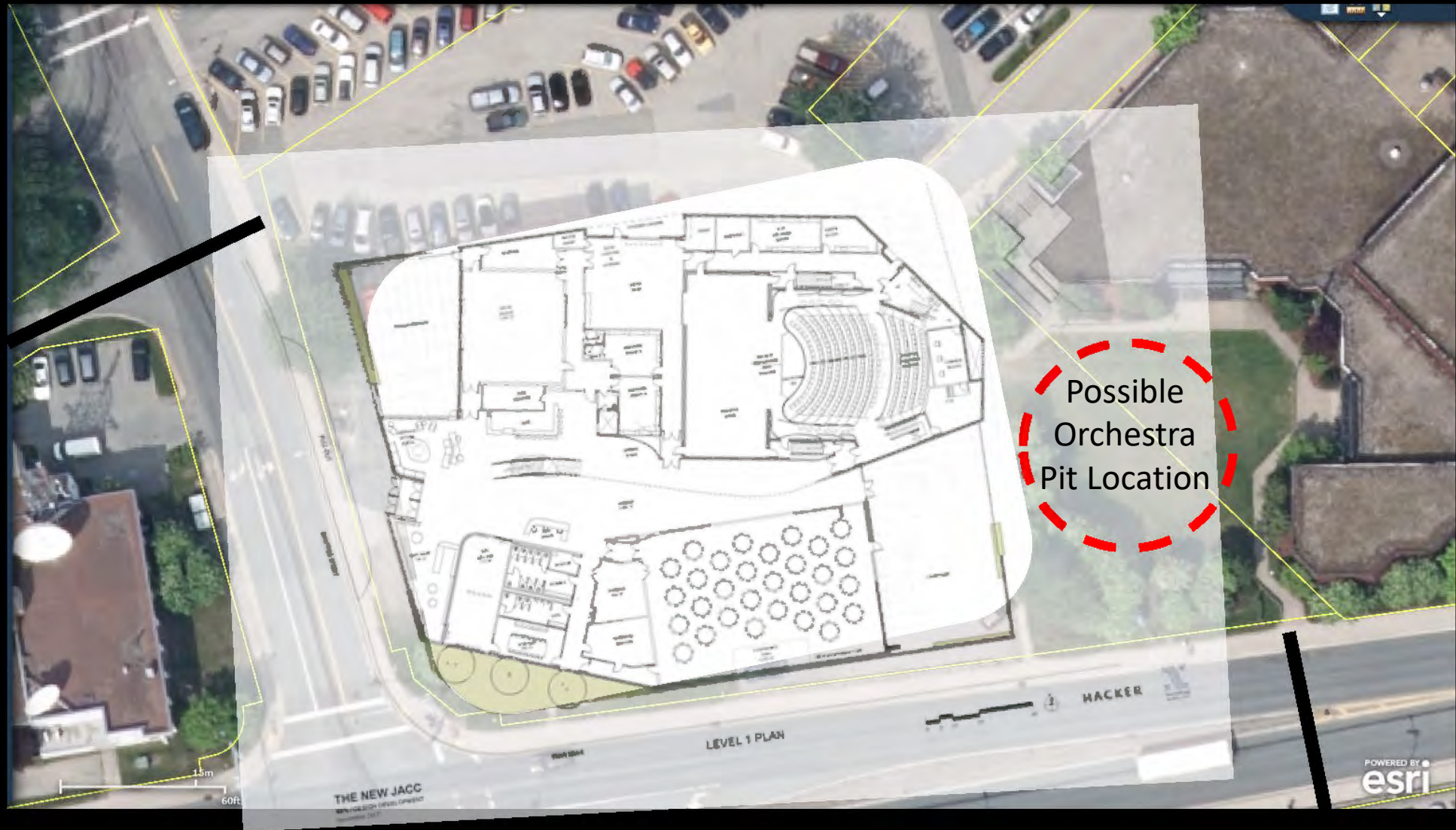
Cross Section Buried Pipe With Cold Water Pipes Easement Width 27 Feet



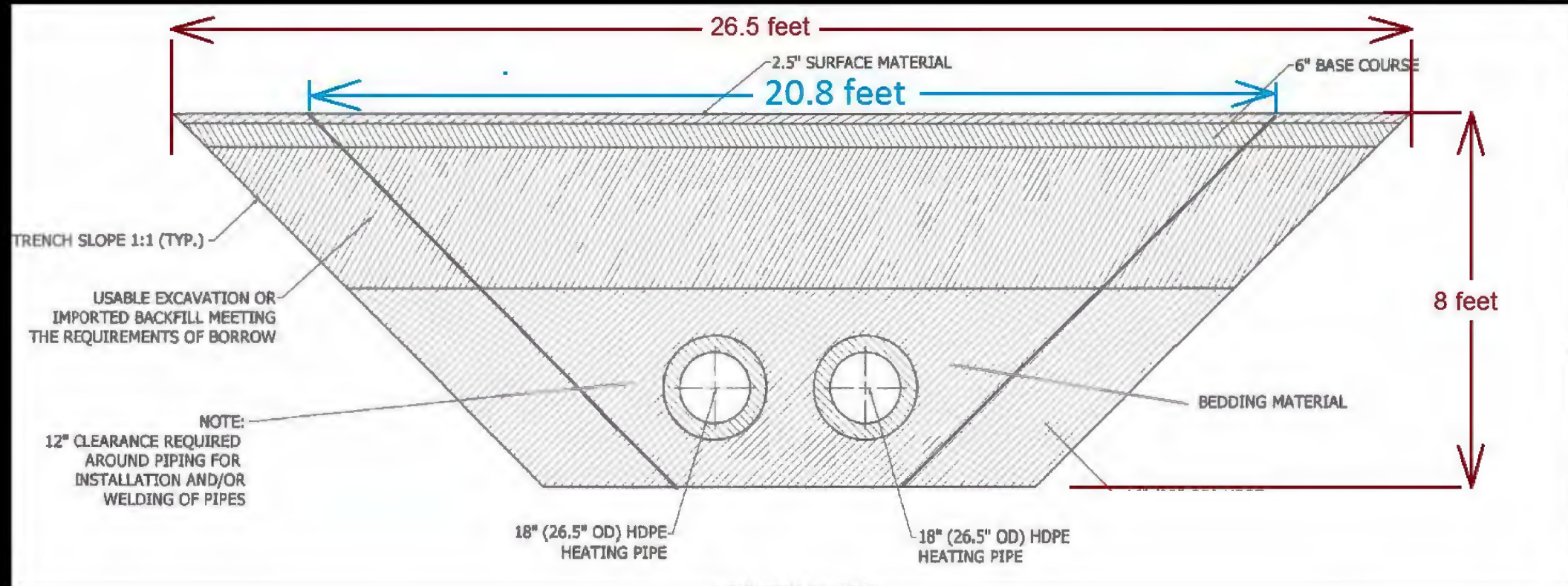
JACC Proposed New Building Footprint



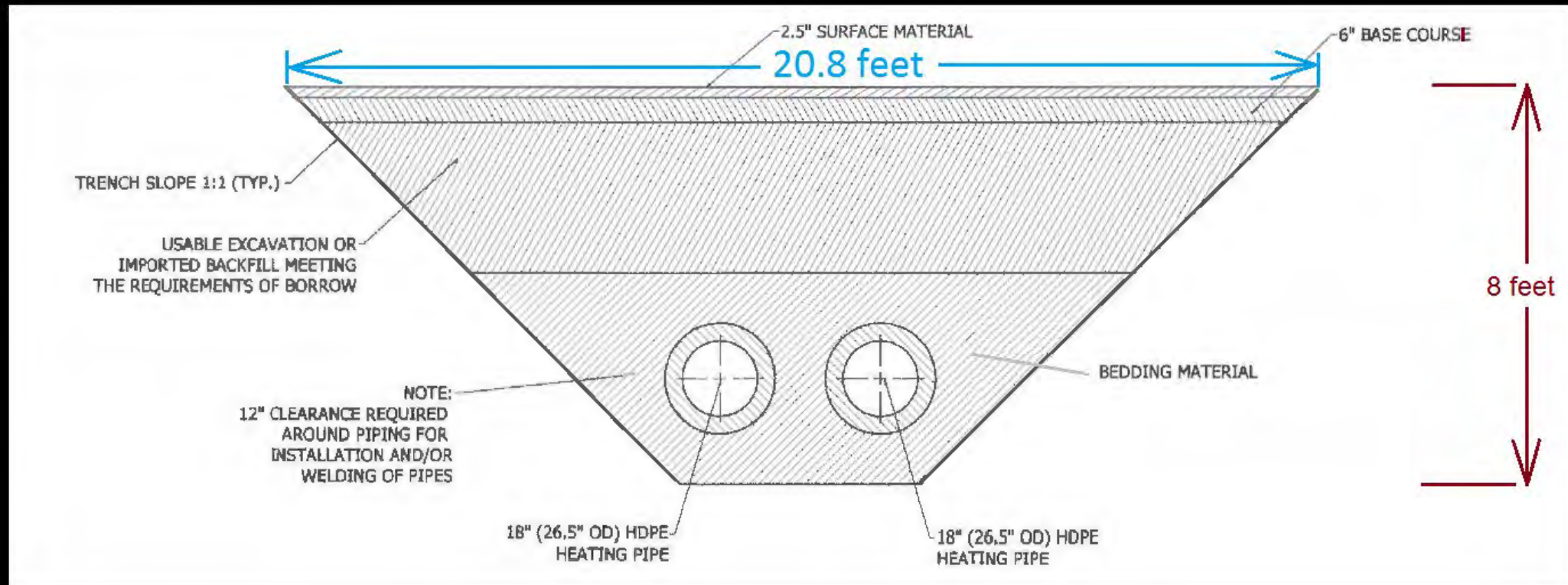
Possible Orchestra Pit Location



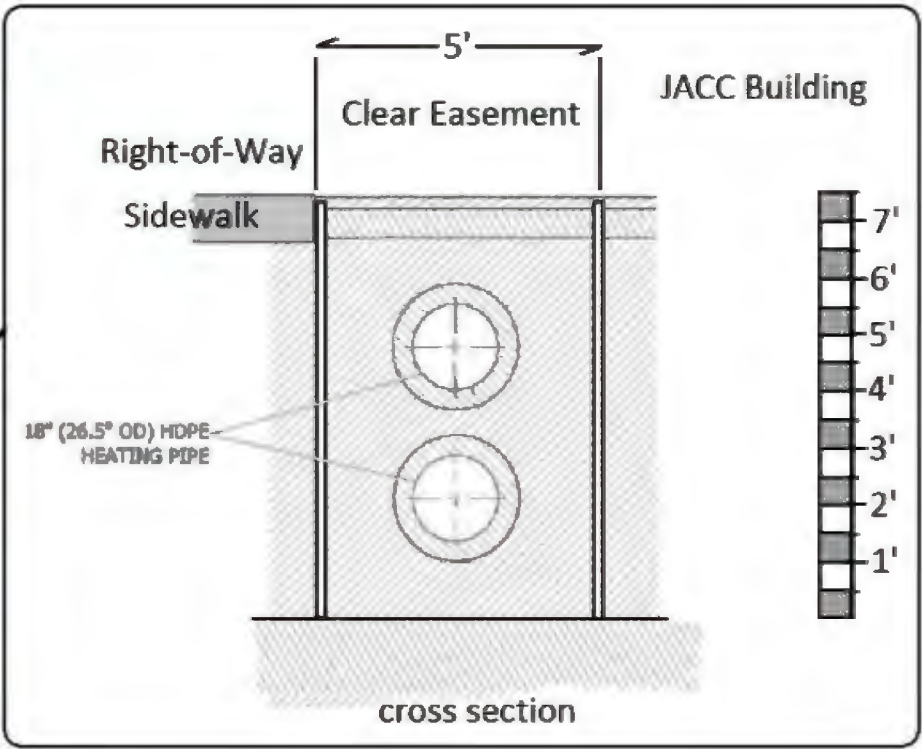
Cross Section Buried Pipe Warm Water Pipes



Easement Width 21 Feet



Alternative Pipeline Layout With Current Buildings



CBJ§53.09.300 *Easements*

- (a) Easements will be non-exclusive
- (b) Application materials will be sufficient to evaluate request
Applicant will pay for an appraisal for value of easement
- (c) Application will be referred to departments for comment
- (d) Assembly may authorize manager to execute easement
- (e) Applicant shall provide survey of easements
- (f) Applicant shall pay appraised value of easement
- (g) No improvements allowed until approved by Manager
- (h) AsBuilt survey required after improvements are installed
- (i) Easement may be relocated at direction of Assembly
improvements must be relocated at applicant's sole expense

Recommendations

1. Direct staff to work directly with the applicant on a de minimis easement that will allow the applicant to get pipes across Egan Drive (by motion).
2. As a courtesy, advise whether the Committee and Assembly is open to further discussion on a large package of easements.

In order for the Lands Committee to work further on the proposal to route the district heat pipeline network through CBJ parcels, the applicant will need to provide series of survey or near survey quality diagrams showing the location, width and proximity to nearby structures of the proposed easements.

Lena Land Sale Update

Lot 1A
Sold \$106,500

Lot 1C
Sold \$96,500



Lena Land Sale Update

Lot 1B
For Sale \$100,000

Lot 1D
For Sale \$90,000



Pederson Hill Ribbon Cutting

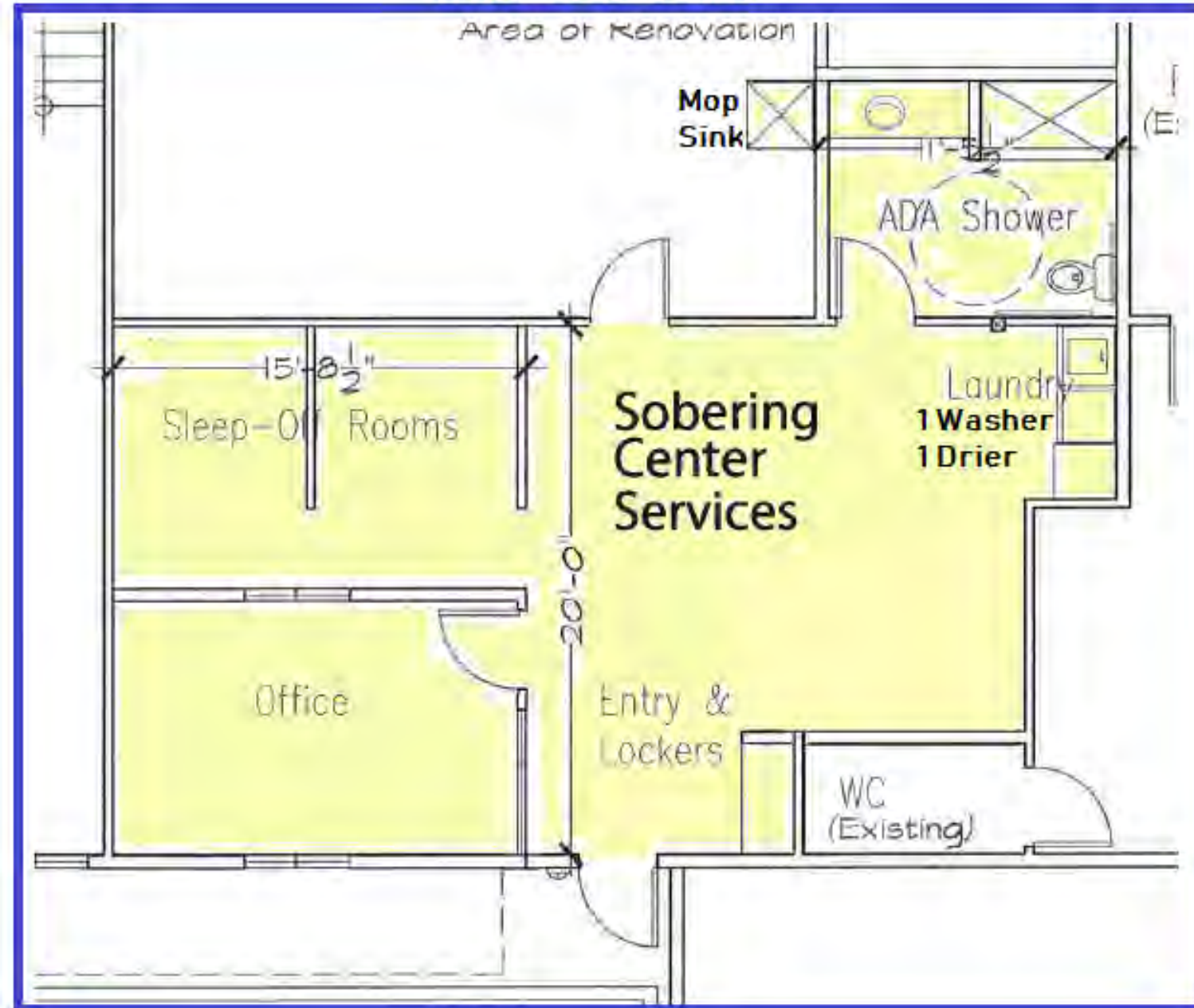
September 6th 12:30pm



Sobering Center Update

Moved to Saint
Vincent du Paul's

Proposed Layout Without Red Lines



Recent Film Permits

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Douglas Cemeteries Status Report

