

**ASSEMBLY STANDING COMMITTEE
LANDS AND RESOURCES COMMITTEE
THE CITY AND BOROUGH OF JUNEAU, ALASKA**
August 29, 2016, 5:00 PM.
Municipal Building Assembly Chambers

I. ROLL CALL

II. APPROVAL OF AGENDA

III. APPROVAL OF MINUTES

- A. August 15, 2016 Minutes

IV. PUBLIC PARTICIPATION

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

V. AGENDA TOPICS

- A. Docks and Harbors: CBJ/CCTHITA Lease
- B. Recommendation for Negotiated Sale of North Franklin Parking Lot
- C. Disposal of Lot 3, Renninger Subdivision to the Juneau Housing Trust for Less Than Fair Market Value
- D. Parking Issues Update

VI. STAFF REPORTS

VII. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

VIII. 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
MINUTES**

August 15, 2016 5:00 PM
Municipal Building Assembly Chambers

I. ROLL CALL

Kate Troll, Chair, called the meeting to order at 5:06 pm.

Members Present: Chair Kate Troll; Assembly members: Debbie White, Mary Becker

Members Absent: Jerry Nankervis

Liaisons Absent: Chris Mertl, PRAC; Bob Janes, Docks & Harbors; Carl Greene, Planning Commission

Staff Present: Greg Chaney, Lands and Resources Manager; Rachel Friedlander, Lands and Resources Specialist; Scott Ciambor, Chief Housing Officer

II. APPROVAL OF AGENDA

The agenda was approved.

III. APPROVAL OF MINUTES

A. July 25, 2016 Minutes

The July 25, 2016 minutes were approved as amended.

IV. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

There was no public participation on non-agenda items.

V. AGENDA TOPICS

A. Evaluation of a Proposal by RH Development for CBJ to Fund Construction of a Private Subdivision in Exchange for Undeveloped Property

Mr. Chaney addressed the Lands Committee with a PowerPoint presentation on RH Development's proposal.

Ms. White asked the approximate grade of Cordova Street and Mr. Chaney replied it's probably in the 10 % range, although he does not know exactly but it's more than 8%. Mr. Chaney said it's steeper than appropriate. Ms. White asked how much Lands was estimating it would cost to build the road highlighted in green and Mr. Chaney replied that Jackie Street cost \$750,000, it's shorter than the road RH Development is proposing, is not as steep, and is arguably easier to build. Mr. Chaney replied this road would cost 25% more because it is longer but there are other factors like slopes, drainage, and wetlands as well. Ms. White asked Mr. Chaney if he was stating that the cost to build the road to the 12 houses was going to be more than \$750,000 and

Mr. Chaney replied that was a guess and if there was an engineering study, it might be less. Ms. White replied it would be \$62,500 per lot just to put in the road to the City's current standards and she said she's confused that this is the fourth or fifth different drawing she's seen of Mr. Harris's lot in trying to get it developed, that everything is always conceptual and not approved, and that it seems a bit overwhelming as to how much one puts into it before one gives up and builds somewhere else. Mr. Chaney replied he was showing what the City's costs were to build a similar project but that this road would probably be more challenging because it's steeper and has more wetlands than the Jackie Street project.

Ms. Becker: Is this the first time that this particular proposal has come before us?

Mr. Chaney: I believe so.

Ms. Becker: Because this land has come before us before, hasn't it?

Mr. Chaney: I believe Mr. Harris has been working on getting approval for a project here for some time.

Note: Previous proposals by RH Development for a subdivision in the area had been submitted to the Subdivision Review Committee and Planning Commission. Then the property owner sent an E-mail to the Assembly, however this case was not previously heard by the Lands Committee.

Chair Troll recommended that Lands staff do not commit to any further investigation but that Mr. Harris can address the Lands Committee if desired at a later date.

PUBLIC PARTICIPATION ON AGENDA ITEM A

There was no public participation on agenda item A.

B. Negotiated Sale of North Franklin Parking Lot

Mr. Ciambor addressed the Lands Committee with the August 5th, 2016 memo submitted to City Manager Rorie Watt and reviewed the history and selected applicant associated with the sale of the North Franklin Lot.

Mr. Chaney said Lands staff received two letters today from the public associated with the project that they have been printed out and are available to the Committee.

Ms. Becker asked Mr. Ciambor to confirm Eagle Rock Ventures (ERV) will not be held responsible for providing parking. Mr. Ciambor responded that the CBJ selection committee recommended that based on ERV's portfolio in Seattle, they tend to do commercial space with housing above in transit investment corridors where they do not provide parking. Mr. Ciambor said in

discussions with ERV, they are interested in using the payment in lieu of parking City program. Ms. Becker asked how the City justifies requiring parking for the business in Douglas but not for the North Franklin Lot project and Mr. Ciambor replied he was not sure about the Douglas scenario but that the North Franklin Lot area falls into the urban parking district classification, which allows for payment in lieu of parking structure. Mr. Chaney replied the North Franklin Lot is in the PD-1 parking district, which has a low parking requirement and it is also in the fee in lieu parking area which allows developers to pay a fee instead of providing parking.

Chair Troll said when this proposal came before the Committee, the Committee recognized parking would be lost on site but did not consider the developers would not offer parking to the residents of the new development. Chair Troll said she was expecting a proposal that would have parking for the residents and asked Mr. Ciambor if he's had any discussions along those lines and how absolute is it that ERV will not consider parking. Mr. Ciambor responded that when looking at letters of interest and recruiting developers, the selection committee considered a few things: the lot is slated for disposal in the Land Management Plan, and the goal was to select the highest and best use which, in the 2014 appraisal, is commercial on the first floor with four floors of housing above. Mr. Ciambor said the appraisal did not include parking structures so the selection committee did not advocate for that in the selection process. Mr. Ciambor also said ERV's model is accessory apartments and mixed use development, that they may be interested in a different structure to meet community needs, but that their portfolio matches the needs outlined in the 2014 appraisal.

Ms. White said she always thought there would be some sort of parking provided in the proposal. Ms. White asked how many cars does the current lot hold and Mr. Chaney replied 23 lots with two side lots leased to the home next door. Ms. White said the lot holds a lot of cars and it's hard to imagine what this means for the downtown merchants and people who come downtown. Mr. Ciambor replied parking is a larger issue than these couple square blocks in the downtown corridor, that housing development throughout the entire community is really difficult, the Housing Action Plan emphasizes development where possible, and that there is no "home-run" on any parcel in the City to develop. Mr. Ciambor said ERV's proposal is about as good as one can get for housing in the downtown corridor; it meets the needs of the Juneau Economic Development Plan and would stimulate the downtown core. Ms. White replied it's a lot of parking to take away and is important for downtown.

Chair Troll said the "highest and best use" determination in the 2014 appraisal is an appraisal determination, but with a community perspective, "highest and best use" may have a different meaning in terms of meeting multiple needs. Chair Troll said she does not want to exacerbate the parking problem, which

is what this project would do. Chair Troll asked if the other applicant looked at parking and Mr. Ciambor replied the negotiated sale process to encourage housing is rare, and to find a developer who is willing to do what the CBJ has outlined in multiple plans, but require the developer to meet certain standards before they own the property is dangerous. Mr. Ciambor said during the review process, the other applicant – Verde Infrastructure Partners- did include a parking component that required investment from the City to provide for that parking. Mr. Ciambor said parking is prohibitively expensive, which could lead to the applicant completing the housing component and the City can figure out the parking component, leaving the CBJ back at square one.

Ms. Becker said there are other places downtown that could be developed with housing involved and asked if the City will continue to not have parking with housing downtown and Mr. Ciambor replied there is the payment in lieu of parking structure for certain areas of town and the transit and parking issue will come back to the Assembly for a grander discussion. Ms. Becker said if this proposal is approved, we should also change the two or three parking places by the North Franklin Lot that are 15 minute parking to 2 hour parking.

Chair Troll asked Mr. Ciambor if the Committee wants parking for the residents to be a part of this proposal, could he could go back to ERV and express the Assembly's concern over parking. Chair Troll said she's willing to have less value come back to the City instead of getting a full fair market value appraisal price to meet the public need for parking. Mr. Ciambor replied this is a dangerous path to go down, that he views this process as recruiting people to develop Juneau's housing, instead of negotiating before they even own the property. Mr. Ciambor reviewed ERV's criteria for developing this project and emphasized the risk of developers leaving the project due to encumbrances placed by the City.

Ms. White addressed Mr. Ciambor about residents in the Valley not going downtown because very little parking is available and choking out the parking will hurt downtown. Chair Troll replied to Ms. White that the Assembly was aware those 23 parking spots would be lost when the Lands Committee directed staff to go forward with a negotiated sale and that what was not expected was the exacerbation of the parking problem. Chair Troll stated that she would be interested in offering the property for a lower price if the development included on site parking. Mr. Ciambor said this will revitalize the downtown neighborhoods and the Housing Action Plan encourages the City to take action and Chair Troll said she does not want to move forward with this proposal until the full Assembly addresses the parking issue at the Committee of the Whole Meeting.

Mr. Chaney cautioned that selling the property at less than Fair Market Value to a private entity might be difficult to do under current code and Lands staff would need to talk to the City attorney about what provisions would be

needed to do that. Chair Troll replied she is aware of that and that there needs to be a path to the public good, and Mr. Ciambor replied this is a fair market, straight negotiated sale where public use components don't have to be included as conditions of sale.

Ms. Becker asked how long the Assembly could discuss parking before ERV would lose interest and Mr. Ciambor replied he could ask ERV to get a sense of their timeframe.

Chair Troll recommended this should be scheduled for the next Lands Committee meeting with a discussion on parking between now and then.

PUBLIC PARTICIPATION ON AGENDA ITEM B

There was no public participation on agenda item A.

VI. STAFF REPORTS

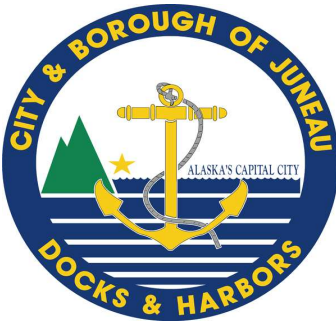
Mr. Chaney let the Lands Committee know Lands staff has a partially signed agreement with True North Credit Union for a Mobile Home Down Payment Assistance Program. The last step is to have the CBJ Risk Manager review the agreement, said Mr. Chaney.

VII. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

There were no committee member reports.

VIII. ADJOURNMENT

The meeting was adjourned at 5:46PM.



Port of Juneau

From: Port Director
To: Assembly Lands Committee
Date: August 24, 2016
Re: 4400 Thane Road - Lease

1. Docks & Harbors has managed the 1.21 acre property at 4400 Thane Road, formerly known as the Thane Ore House since 2001. The former lessee was evicted from the premises and the lease terminated in 2014 for failing to make lease rent payments.
2. In 2015, Docks & Harbors posted a Request For Proposal (RFP) to determine the best qualified to enter into negotiations with CBJ for a long term lease. Based on an appraisal conducted by Horan & Company, the fee simple value of the property is \$86,000. Docks & Harbors set the annual lease rent at a minimum of 10% of the appraised value. The RFP allowed for proposals to provide a lease rent above the minimum. Three proposals were received and the Central Council of Tlingit & Haida Indian Tribes of Alaska (CCTHITA) was determined to have submitted the highest scored proposal. CCTHITA proposed creating a Tlingit & Haida Cultural Immersion Center and offered the minimum lease rent plus a \$1 per “participant rate” for all customers entering the Immersion Center.
3. CCTHITA applied for and received a Conditional Use Permit for the Immersion Center at the June 14 Planning Commission Meeting.
4. The proposed and attached lease language has been vetted through CBJ Law and CCTHITA. The lease language was approved by the Docks & Harbors Board at its August 18th meeting.
5. It is recommended that the Assembly Lands Committee approve the lease language and propose the Assembly adopt the necessary non-code ordinance at an upcoming Assembly meeting.

Recorder return to: City and Borough of Juneau
Attn: Carl Uchtyl, P.E., Port Director
155 S. Seward Street
Juneau, AK 99801

**LEASE AGREEMENT FOR
ALASKA TIDELANDS SURVEY 1328**

PART 1. PARTIES. This lease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter “CBJ” or “City” and Central Council Tlingit and Haida Indian Tribes of Alaska organized under the laws of the State of Alaska, hereafter “Lessee.”

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

City:

Attn: Carl Uchtyl, P.E.
Port Director
City and Borough of Juneau
155 S. Seward Street
Juneau, AK 99801
Phone: (907) 586-0292
Fax: (907) 586-0295
Email: carl.uchtyl@juneau.org

Lessee:

Attn: Richard Peterson, President
Tlingit & Haida Immersion Park, LLC
9097 Glacier Highway
Juneau, AK 99801
Phone: 907-463-7177
Email: rpeterson@ccthita-nsn.gov

PART III. LEASE DESCRIPTION. This lease agreement is identified as: Lease Agreement for Alaska Tidelands Survey 1328. The following appendices are attached hereto and are considered to be part of this lease agreement as well as anything incorporated by reference or attached to those appendices.

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

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

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

Lessee:

Date: _____

By: _____
Richard Peterson, President

LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:

FIRST JUDICIAL DISTRICT

This is to certify that on the ____ day of _____, 2016, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Richard Peterson**, to me known to be the identical individual described in and who executed the foregoing instrument for and on behalf of Central Council Tlingit and Haida Indian Tribes of Alaska, as Lessee, which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument; who acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

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

City:

Date: _____

By: _____
Carl Uchytel, Port Director

CITY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the ____ day of _____, 2016, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Carl Uchytíl**, to me known to be the Port Director of the City and Borough of Juneau, Alaska, a municipal corporation which executed the above foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to that 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.

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

Risk Management Review: _____, Risk Manager

Approved as to Form: _____, Law Department

APPENDIX A:

PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS

1. DESCRIPTION OF PROPERTY

The property subject to this lease is generally referred to as “the Leased Premises” or “the Property.” The Leased Premises are described as follows:

Description of property: Tracts B-1 and B-2, Alaska Tideland Survey 1328, ADL 103289 located within Section 5, Township 42, range South, Range 68 East, Copper River Meridian according to the survey plat filed in the Juneau Recording District on January 19, 1994 as plat #94-2.

Subject to all platted easements, covenants, conditions, reservations, and further subject to the Special Stipulations noted on Exhibit C and made a part of this lease agreement.

The Leased Premises are depicted in Exhibit A to CBJ Ordinance No. 2016-____, which is incorporated by this reference.

2. AUTHORITY

This lease is entered into pursuant to the authority of CBJ Code Section 85.02.060(a)(5), CBJ Chapter 53.20; 05 CBJAC 50, and CBJ Ordinance No. 2016-____.

3. TERM AND RENEWAL OPTION

The effective date of this lease shall be _____, upon signature by the City. The term of the lease is 35 years, commencing on the effective date of this lease agreement _____, unless sooner terminated. City grants Lessee an option to renew this lease for one, successive period of 35 years, subject to written approval by the City and Borough of Juneau. Lessee shall exercise this option, if at all, by written notice given to City during the first six months of the last year of the underlying lease term.

4. LEASE PAYMENTS AND ADJUSTMENTS

(a) **Annual Base Payment.** Lessee shall pay City a lease payment for the Lease Premises. The annual payment for the first five years of this lease shall be \$8,600. Rent must be paid in advance. The Lessee must either submit the annual payment prior to July 1 or submit monthly payments of \$716.67 prior to the first of the month.

(b) **Monthly Participant Payment.** From year 2 to 35 years of this lease, the Lessee will pay an additional \$1.00 per participant adjusted, concurrent with the period in 4(c), with the Anchorage CPI. The term participant shall include any person who enters the

Immersion Park as a ticketed visitor. The term includes people that arrive by chartered or private vehicle, but it does not include people like employees, contractors, instructors, or presenters. The Lessee shall provide the participant payment with a report describing the number of participant on a monthly basis. The participant payment is due within 30 days of the last day of the month.

- (c) **Adjustment.** Beginning with the first year after the initial five-year period of the term, the Port Director will re-evaluate and adjust the annual lease payment for the Leased Premises for the next five-year period of this lease, and then every five years thereafter, pursuant to Appendix B, Section 3(2) of this lease, CBJ 53.20.190(2), CBJ 85.02.060(a)(5), and the Docks and Harbors lease administration regulations, 05 CBJAC Chapter 50. The new annual lease payment amount shall be paid retroactively to the beginning of that lease payment adjustment period.

5. AUTHORIZED USE OF PREMISES

Lessee is authorized to use the Lease Premises for Tlingit & Haida Immersion Park proposal submitted in RFP DH16-002 depicted in Exhibit B. Should Lessee wish to further development the premises, Lessee shall be required to obtain approval of its development plans from the City Docks and Harbors Board prior to any further development of the Leased Premises or improvements. Lessee shall be responsible for obtaining all necessary permits and approvals for Lessee's development of the Leased Premises.

6. INSURANCE

Lessee shall provide a certification of proper insurance coverage to the CBJ. Lessee has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined below. All insurance required under this contract shall name the CBJ as an additional insured, except with respect to Workers Compensation policies. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Lessee shall provide written notice to the CBJ's Risk Management. The Lessee's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by this contract.

Commercial General Liability Insurance. Lessee shall maintain in full force and effect, at its own expense, at all times during this lease, commercial general liability insurance in the amounts of \$2,000,000 per occurrence and \$2,000,000 general aggregate. If the Lessee maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Lessee. **The insurance policy shall name CBJ as an Additional Insured.**

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage. **The insurance policy shall name CBJ as an Additional Insured.**

Workers Compensation Insurance. As required by Alaska Statute (AS 23.30), the Lessee must maintain Workers Compensation Insurance to protect the Lessee from any claims or damages for any personal injury or death which may arise from services performed on the Leased Premises. This requirement applies to the Lessee's firm, any subcontractors or assignees, and anyone directly or indirectly employed to perform work by the Lessee on the Leased Premises. The Lessee must notify the CBJ as well as the State Division of Workers Compensation immediately when changes in the Lessee's business operation affect the Lessee's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injury and illness, and five hundred thousand dollars (\$500,000.00) policy limits. Lessee also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the Lessee's use of the Leased Premises. **The policy shall be endorsed to waive subrogation rights against the CBJ.**

Property Insurance. Lessee acknowledges that CBJ carries no fire or other casualty insurance on the Lease Premises or improvements located thereon belonging to Lessee, and that it is the Lessee's obligation to obtain adequate insurance for protection of Lessee's buildings, fixtures, or other improvements, or personal property located on the Leased Premises, and adequate insurance to cover debris removal.

APPENDIX B: LEASE PROVISIONS REQUIRED BY CBJ CHAPTER 53.20 and CBJ CHAPTER 50

1. RESPONSIBILITY TO PROPERLY LOCATE ON LEASED PREMISES.

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

2. APPROVAL OF OTHER AUTHORITIES.

As required by CBJ 53.20.180, the issuance by City of leases, including this lease, under the provisions of CBJ Title 53 does not relieve Lessees of responsibility for obtaining licenses, permits, or approvals as may be required by City or by duly authorized state or federal agencies.

3. TERMS AND CONDITIONS OF LEASES REQUIRED BY CBJ 53.20.190.

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

(1) **Lease Utilization.** The Leased Premises shall be utilized only for purposes within the scope of the application and the terms of the lease, and in conformity with the provisions of City code, and applicable state and federal laws and regulations. Utilization or development of the Leased Premises for other than the allowed uses shall constitute a violation of the lease and subject the lease to cancellation at any time.

(2) **Adjustment of Rental.** Lessee agrees to a review and adjustment of the annual rental payment by the Port Director not less often than every fifth year of the lease term beginning with the rental due after completion of each review period. Any changes or adjustments shall be based primarily upon the values of comparable land in the same or similar areas including privately owned lands; such evaluations shall also include all improvements, placed upon or made to the land, to which the City has right or title, excluding landfill placed upon the land by Lessee, except that the value of any improvements credited against rentals shall be included in the value.

(a) **Delays in setting rents.** Delays in setting or adjusting lease rents due to the appraisal process shall not change the effective date of the lease rent change. In the case of renewals, the new rent shall apply retroactively to the date the lease expired. In the case of rent adjustments during a lease, the new rent shall apply retroactively to the date of rent adjustment as set out in the lease.

(b) **Preliminary review of appraisal.** Either party may protest an appraisal or recommend an appraisal be modified before review by the Docks and Harbors Board.

(c) **Adjustment Dispute Resolution.** If the lessee disagrees with the lease rent adjustment proposed by the port director, the lessee shall pay for an appraisal and have the appraisal undertaken in accordance with the requirements set out in 05 CBJAC 50.050. The lease rent adjustment proposed by the port director will automatically take effect if the lessee's appraisal is not completed and submitted to the director within six months after the director proposes the adjustment. In the event the Docks and Harbors Board cannot reach agreement with the applicant or lessee on the lease rent or adjustment, the Board shall pay for an additional appraisal and have that appraisal undertaken in accordance with 05 CBJAC 50.050. After reviewing the additional appraisal, the Board shall establish lease rent. If the applicant or the lessee disagrees with the lease rent or adjustment, the applicant or lessee may appeal to the Assembly. The decision of the Assembly shall be final.

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

(4) **Assignment.** Lessee may assign its rights and obligations under this lease; provided that the proposed assignment shall be approved by City prior to any assignment. The assignee shall be subject to all of the provisions of the lease. All terms, conditions, and covenants of the underlying lease that may be made applicable to the assignment are hereby incorporated into the assignment.

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

(6) **Cancellation and Forfeiture.**

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

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

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

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

(7) **Notice or Demand.** Any notice or demand, which under terms of a lease or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address of record. However, either party may designate in writing such new or other address to which the notice or demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed delivered when deposited in a United States general or branch post office enclosed in a registered or certified mail prepaid wrapper or envelope addressed as hereinbefore provided.

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

(9) **Entry and Reentry.** In the event that the lease should be terminated as hereinbefore provided, or by summary proceedings or otherwise, or in the event that the demised lands, or any part thereof, should be abandoned by Lessee during the term, City or its agents, servants, or representative, may, immediately or any time thereafter, reenter and resume possession of lands or such thereof, and remove all personals and property there from either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages therefore. No reentry by City shall be deemed an acceptance of a surrender of the lease.

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

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

(12) **Written Waiver.** The receipt of rent by City with knowledge of any breach of the lease by Lessee or of any default on the part of Lessee in observance or performance of any of the conditions or covenants of the lease, shall not be deemed a waiver of any provision of the Lease. No failure on the part of the City to enforce any covenant or provision therein contained, nor any waiver of any right thereunder by City unless in writing, shall discharge or invalidate such covenants or provisions or affect the right of City to enforce the same in the event of any subsequent breach or default. The receipt, by City, of any rent or any other sum of money after the termination, in any manner, of the term demised, or after the giving by City of any notice thereunder to effect such termination, shall not reinstate, continue, or extend the resultant term therein demised, or destroy, or in any manner impair the efficacy of any such

notice or termination as may have been given thereunder by City to Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by City.

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

(14) **Renewal Preference.** Any renewal preference granted Lessee is a privilege, and is neither a right nor bargained for consideration. The lease renewal procedure and renewal preference shall be that provided by ordinance in effect on the date the application for renewal is received by the designated official.

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

(a) If any improvements and/or chattels not owned by City and having an appraised value in excess of five thousand dollars as determined by the assessor are not removed within the time allowed, such improvements and/or chattels on the lands, after deducting for City rents due and owning and expenses incurred in making such sale. Such rights to proceeds of the sale shall expire one year from the date of such sale. If no bids acceptable to the Port Director are received, title to such improvements and/or chattels shall vest in City.

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

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

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

(18) **Condition of Premises.** Lessee shall keep the premises of the lease in neat, clean, sanitary and safe condition and shall take all reasonable precautions to prevent, and take all necessary action to suppress destruction or uncontrolled grass, brush or other fire on the leased lands. Lessee shall not undertake any activity that causes or increases a sloughing off or loss of surface materials of the leased land.

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

(20) **Use of Material.** Lessee of the surface rights shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoils, or any other materials valuable for building or commercial purposes; provided, however, that material required for the development of the leasehold may be used, if its use is first approved by the City.

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

(22) **Section Line Rights-of-Way.** If the leasehold borders on or include one or more section lines, the lessor hereby expressly reserves unto itself and its successors and assigns a right-of-way or rights-of-way pursuant to AS 19.10.010.

(23) **Navigable and Public Waters.**

(a) Pursuant to AS 38.05.127 and 11 AAC 53.330, the lessor reserves a public access easement to and along all public or navigable water bodies that border on or are included in this leasehold. No public access easement may be obstructed or otherwise rendered incapable of reasonable use for the purposes for which it was reserved. No public access easement may be vacated, abandoned, or extinguished without the prior written approval of the lessor.

(b) The Public Trust Doctrine guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This lease is issued subject to the principles of the Public Trust Doctrine regarding navigable or public waters. The lessor reserves the right to grant other interest to the leasehold consistent with the Public Trust Doctrine.

(24) **Warranty.** City does not warrant by its classification or leasing of land that the land is ideally suited for the use authorized under the classification or lease and no guaranty is given or implied that it shall be profitable to employ land to said use.

(25) **Lease Rental Credit.** When authorized in writing by the City prior to the commencement of any work, Lessee may be granted credit against current or future rent; provided the work accomplished on or off the leased area results in increased valuation of the leased or other City-owned lands. The authorization may stipulate type of work, standards of construction and the maximum allowable credit for the specific project. Title to improvements or chattels credited against rent under this section shall vest immediately and be in City and shall not be removed by Lessee upon termination of the lease.

APPENDIX C: STANDARD PROVISIONS

- (1) **Holding Over.** If Lessee holds over beyond the expiration of the term of this lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.
- (2) **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this lease not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 12 percent per annum, if no rate has been set by ordinance.
- (3) **Taxes, Assessments, and Liens.** During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Leased Premises or the improvements placed thereon.
- (4) **Easements.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.
- (5) **Encumbrance of Parcel.** Lessee shall not encumber or cloud City's title to the Leased Premises or enter into any lease, easement, or other obligation of City's title without the prior written consent of the City; and any such act or omission, without the prior written consent of City, shall be void against City and may be considered a breach of this lease.
- (6) **Valid Existing Rights.** This lease is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this lease.
- (7) **Discrimination Laws.** Lessee agrees, in using and operating the Leased Premises, to comply with applicable sections of Alaska law prohibiting discrimination, particularly Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited), provided, however, that Lessee may apply and follow Native Alaskan, American Indian and Tribal employment preferences authorized by federal law. In the event of Lessee's failure to comply with any of the above non-discrimination covenants, City shall have the right to terminate the lease.
- (8) **Unsafe Use.** Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which will unreasonably increase or tend to increase the risk of fire or cause a safety hazard to persons or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them or which violates or causes violation of any applicable health, fire, environmental or other regulation by any level of government.
- (9) **Hold Harmless.** Lessee agrees to defend, indemnify, and save City, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of

or related to the use and occupancy of the Leased Premises. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, costs, expense, or damages resulting from settlement, judgment or verdict, and includes the award of any costs and attorneys fees even if in excess of Alaska Civil Rules 79 or 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against City relating to this lease. The obligations of Lessee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. City shall notify Lessee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and may be waived where the Lessee has actual notice.

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

(11) **Choice of Law; Venue.** This lease shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Juneau.

EXHIBIT A

DRAFT

EXHIBIT B

DRAFT

Exhibit C Special Stipulations

1. Lease Development. The development of the lease area shall be limited in form and scope to the area and improvements specified in the RFP proposal included as Exhibit B. The lessee is responsible for accurately siting development and operations within this area. Use of the area for purposes other than those specified in this agreement is a violation of this lease. Any proposed revisions to the development and operations plan must be approved in writing by the Lessor before the change in use or development occurs. This lease must be utilized for the purpose described in the approved proposal. Failure to make substantial use of the land, consistent with the approved proposal within five years, will, in the Director's discretion, constitute grounds for cancellation.

2. Access. The City and Borough of Juneau, or a lessee of Tract B-3, ATS 1328 shall enjoy the right of access, both pedestrian and vehicular from Thane Road to Tract B-3, across the existing driveway in Tract B-1, ATS 1328 and the right to access existing water lines that may cross ATS 1328, Tract B-1 for the purposes of performing maintenance to those water lines. The lessee of Tract B-3, ATS 1328 shall ensure that any maintenance of the water lines shall not unduly impact the improvements, facilities or operations of the lessee within Tract B-1, ATS 1328.

3. Roadside Fisheries Requirement. This property is adjacent to an easement providing access to Alaska DNR tidelands. In support of the Juneau recreational sport fisherman, the successful proposer agrees to set aside no less than five parking spaces for roadside fisherman at no cost to CBJ or fishing participants from May through October each year of this lease.

4. Maintenance. The City assumes no responsibility for maintenance of improvements constructed on state land nor liability for injuries or damages attributable to that construction.

5. Solid Waste. All solid waste and debris generated from the activities conducted under the Lease shall be removed to a facility approved by the ADEC prior to the expiration, completion, or termination of the lease or activity.

Solid waste shall be stored in a manner that prevents a litter violation under _____

Putrescible wastes (material that can decompose and cause obnoxious odors) shall be stored in a manner that prevents the attraction of or access to wildlife or disease vectors; and

The premises shall be maintained free of solid waste that might create a health or safety hazard.

6. Wastewater Disposal. Disposal of wastewater from any operation associated with this Lease to state lands or waters is specifically prohibited, unless otherwise approved by the Alaska Department of Environmental Conservation.

7. Fuel and hazardous substances. No fuel or hazardous substances are to be stored on the subject parcel. Prior written approval from the lessor is required for a change in this restriction. Such approval may include additional stipulations.

8. Notifications. The lessee shall immediately notify DNR and DEC by phone of any unauthorized discharge of oil to water, any discharge of hazardous substances (other than oil), and any discharge of oil greater than 55 gallons on land. All fires and explosions must also be reported.

DNR 24 hour spill report number is (907)_____. The DEC spill report number is _____

9. Inspection. Authorized representatives of the City shall have reasonable access to the subject parcel for purposes of inspection.

10. Compliance with Governmental Requirements. The lessee shall, at its expense, comply with all applicable laws, regulations, rules and orders, and the requirements and stipulations included in this Lease. Lessee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.

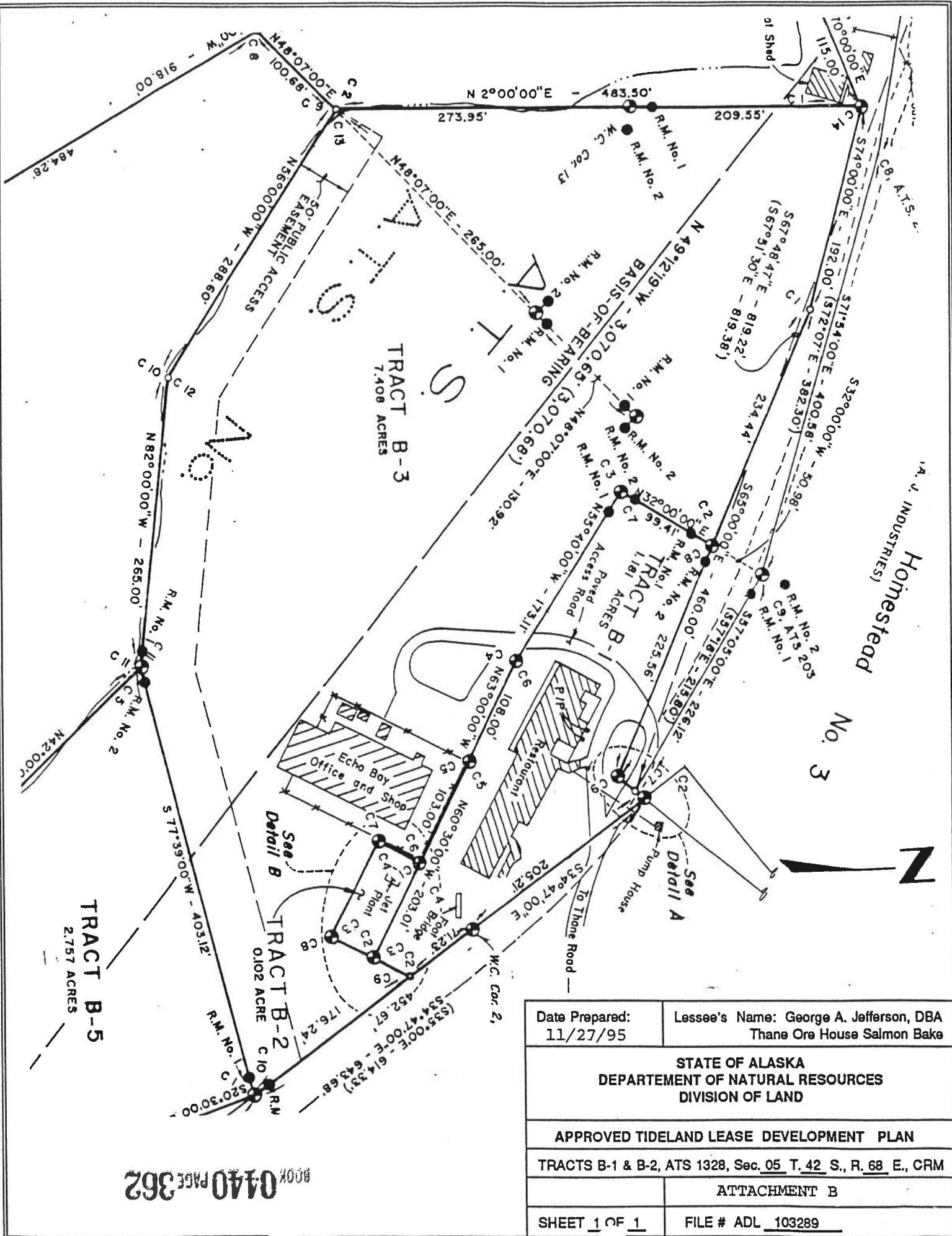
11. Destruction of Markers. All survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed lease corner posts shall be protected against damage, destruction, or obliteration. The lessee shall notify the Lessor of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the lessee's expense in accordance with accepted survey practices of the City.

12. Conditional Use Permit. The lessee shall comply with the conditions required by USE2016-0010 dated June 15, 2016.

13. Limited Waiver of Sovereign Immunity. The Lessee specifically and explicitly waives its sovereign immunity, if any, in favor of the Lessor for the limited purpose of entering into this lease. The waiver of sovereign immunity is necessary to secure a substantial advantage and benefit for the Lessee to create the Immersion Park contemplated by this lease. The waiver is strictly limited to contract and tort disputes with Lessor related to or arising out of this lease only and does not extend to other individual, entity or other third party, nor to any other obligation of Lessee, and is limited strictly to actions by Lessor for money damages or for specific performance of the terms and conditions of this lease. This waiver shall not be construed as a waiver or consent to the levy of any judgment, lien, attachment or encumbrance upon any real property or interest in any real property of Lessee or its sub-entities, whether held in fee, trust for the benefit of Lessee or any tribal member by the United States or as restricted fee land or in fee simple, nor as to any restricted federal funds held by or to be received by Lessee, nor as to any funds or property owned by any other tribe or tribal member and held by the Lessee, in trust or otherwise, nor does it waive the sovereign immunity, if any, of Lessee's employees, officers and agents.

14. **Joint Effort.** This lease has been drafted jointly by the parties following negotiations between them. It shall be construed according to its terms and not for or against any party. Each party has consulted, or had ample opportunity to consult, its own legal counsel before signing this lease and state that they know and understand its contents.

DRAFT



Date Prepared: 11/27/95	Lessee's Name: George A. Jefferson, DBA Thane Ore House Salmon Bake
STATE OF ALASKA DEPARTEMENT OF NATURAL RESOURCES DIVISION OF LAND	
APPROVED TIDELAND LEASE DEVELOPMENT PLAN	
TRACTS B-1 & B-2, ATS 1328, Sec. 05 T. 42 S., R. 68 E., CRM	
ATTACHMENT B	
SHEET 1 OF 1	FILE # ADL 103289

BOOK 01440 PAGE 362



Tlingit & Haida Immersion Park

You've come all this way, immerse yourself in the land of our first people, walk among the Ravens, sing with the Eagles and experience what life is like harvesting and working Haa Aani (our land).

Central Council Tlingit and Haida Indian Tribes of Alaska
9097 Glacier Highway
Juneau, AK 99801
907-463-7177
Myrna Gardner, ICCM-F, GWCCM
Manager, Business and Economic Development



CENTRAL COUNCIL

Tlingit and Haida Indian Tribes of Alaska
Office of the President • Edward K. Thomas Building
9097 Glacier Highway • Juneau, Alaska 99801

Letter of Transmittal

City and Borough of Juneau
Docks & harbors, Port Director's Office
76 Egan Drive
Juneau, AK 99801

Central Council Tlingit and Haida Indian Tribes of Alaska understand the proposal requirements of RFP No.DH16-002. The Central Council of the Tlingit and Haida Indian Tribes of Alaska (Central Council) is the tribal government representing nearly 30,000 Tlingit and Haida Indians worldwide. We are a sovereign entity and have a government-to-government relationship with the United States. Central Council's headquarters are in Juneau, Alaska. Central Council has the financial, organizational and management necessary to successfully operate the Tlingit Haida Immersion Park.

Authorized Representative:

Richard Peterson, President
9097 Glacier Highway
Juneau, AK 99801
907-586-1432

CCTHITA Tlingit Haida Immersion Park is willing to accept the terms and conditions of the lease contained in Attachment 1 if awarded the lease.

By my signature below, I acknowledge all addenda to this solicitation.

Richard Peterson, President
Central Council Tlingit and Haida Indian Tribes of Alaska

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Operations/Business Plan

Since time immemorial the Tlingits and Haidas have walked the Taku and Auk Kwaan land. Living in harmony with the Eagles and the Ravens and the Salmon. Long houses were built from the majestic Red and Yellow cedar, Hemlock and spruce trees to weather the harsh winters. Walking through the forest you can hear the Eagle sing to his Raven brother as they sail over the mountains to the water harvesting the bounty given each year by the creator.

The Tlingit and Haida Immersion Park is a 35-year business development commitment to turn what was once known as the Thane'Ore House into a 100% Immersion Park for locals and guests to experience life on Haa Aani (our land).

The business plan is to build the Tlingit and Haida Immersion Park using the model the Polynesian Cultural Center.

The Polynesian Cultural Center: Skilled artisans and original materials from the South Pacific were imported to ensure the authenticity of the village houses. Fifty Years of Contribution to the local economy and strength of the Hawaiian Tourism.

- ✓ **1963** - The Polynesian Cultural Center opened to the public on Oct. 12, 1963.
- ✓ **By the late 1960s**, the amphitheater had been expanded to almost 1,300 seats. Villagers staged the evening show every night (except Sundays) and sometimes twice a night to accommodate peak-season crowds.
- ✓ A major expansion in **1975** relocated and enlarged the Hawaiian village and added a Marquesan tohua or ceremonial compound. The following year a new amphitheater, which now seats almost 2,800 guests, was opened and several other buildings were added to the grounds, including the 1,000-seat Gateway Restaurant in 1979.
- ✓ **In the 1980s**: a 70-foot bure kalou, or Fijian "spirit house"; the Migrations Museum; Yoshimura Store, a 1920's-style shop that serves island treats.
- ✓ **In 1995**, the Center introduced a new and exciting night show, Horizons, Where the Sea Meets the Sky; a breathtaking IMAX™ film, The Living Sea; and Treasures of Polynesia,
 - a \$1.4 million shopping plaza featuring a large collection of authentic island merchandise.

- ✓ **In 1996**, the Center created the Ali'i Luau, which takes guests on a nostalgic trip through Polynesia with popular hapa-haole hula music while they enjoy traditional Hawaiian luau food and entertainment.
- ✓ **In the 2000's**• the addition of the IMAX™ film Dolphins, improvements to the front entrance, modifications to the retail sales areas to create a more authentic shopping experience and more.
 - The Aloha Theater was renovated to handle special group functions of 1,000 or more. In response to visitor satisfaction surveys, cultural presentations were lengthened to an hour each to give the visitors more to experience. And, to give them more time to experience it all, the PCC introduced its "Free within Three" campaign that lets a guest purchase a ticket for a package and then come back again for two additional days to fit in all that they may have missed the first day.
 - The year 2001 brought the start of many changes to the face of the Center, with more than one million dollars in improvements to the front entrance landscaping.

As the PCC celebrated its 40th anniversary in 2003, even more changes took place to enhance the beauty, culture and learning guests of all ages and backgrounds enjoy. A new front entrance now features mini-museum displays of artifacts from each of the islands represented at the Center, as well as hand-carved replicas of the various voyaging canoes used throughout Polynesia. An exhibit featuring moai statues of Rapa Nui or Easter Island — created onsite by artisans from Rapa Nui — has opened to round out representation of the Polynesian Triangle; the all-new Hale Aloha venue now houses the award-winning Ali'i Luau, as does the all-new Hale Kuai and Hale 'Ohana, with a fun show featuring songs and dances that take guests on a journey around the Hawaiian Islands and into the heart of Hawai'i's people.

By investing our dollars, resources, personnel, capabilities and assets, Central Council Tlingit and Haida Indian Tribes of Alaska will build a Cultural Immersion Park for all of Alaska's guest to experience for generations.

The Tlingit & Haida Immersion Park is a unique treasure created to share with the world the cultures, diversity and spirit of Alaska's First People.

In accomplishing this we will:

- *Preserve and portray the cultures, arts and crafts of Alaska Natives.*
- *Contribute to the educational development and growth of all people in Juneau and the world in Tlingit & Haida Cultural.*
- *Demonstrate and radiate a spirit of love and service which will contribute to the betterment, uplifting and blessing of all who visit this special place*

Implementation 1: Renovation

Renovation of current layout to be a Cultural Center. In year one, we will work with our workforce development department, TANF department, Employment & Training to train and employ tribal citizens and American Indian TANF clients in the construction and renovation of the Cultural Center.

The exterior and interior of the building will be renovated to replicate a traditional longhouse. Guests will eat traditionally and experience performances inside the longhouse.



Alternative Energy heating, cooling, lighting of campus. Central Council will work with its federal and state partners; Department of Energy, office of Indian Energy, Department of Agriculture, Rural Development, Alaska Energy Authority, the Alaska Center for Energy and Power (ACEP) University of Alaska Fairbanks to develop and operate one of the greenest campuses.

Alternative energy projects may include

- Illumient Solar Wind Hybrid Off-Grid Street lighting systems



Professional Technical Support: The Department of Energy, Office of Indian Energy provide technical support for tribes in project development. CCTHITA will submit an application for technical support through the development of our alternative energy project.

Phase 2: Interactive Immersion Park

Walk and experience the Tlingit Interactive Immersion Park with a narrated guide. We will explain and share the tools, purposes, and processes of Carving an Alaska Canoe, or Totem Pole, learn how we weave some of the most intricate baskets in the world with Yellow and Red Cedar. Observe the process in making Devils Club Salve or how we use tanned hides for coats and gloves and accessories.

Tent 1: Traditional Ship building. Tlingit Canoes ranged in sizes to carry two or three people up to sixty. The canoes were used for fishing, for hunting sea mammals, such as whales, Seals and Sea Lions as well as for trade up and down the Pacific Northwest Coast with other tribes, Californians and Mexicans. Hear from a master carver the details and time involved in carving a traditional Tlingit Canoe. See and touch the tree and learn how our canoes once sailed to Mexico. Master Carvers and apprentices will work on a canoe throughout the year, demonstrating to our guests the intricate detail and time in carving a traditional canoe.



Transportation was primarily by water and distances were measured by how far a canoe could travel in a single day. The various Indian nations along the Northwest Coast undertook long trading voyages to exchanges specialized goods and local resources. In addition, distant nations were often connected through marriage alliances among the chiefly elites.



"In taking a seat in a canoe, the paddler drops on his knees at the bottom, then turns his toes in, and sits down as it were on his heels. The paddle is grasped both in the middle and at the handle. To give a stroke and propel the canoe forward, the hand grasping the middle of the paddle draws the blade of the paddle backwards through the water, and the hand grasping the handle pushes the handle-end forward, and thus aids the other hand in making each stroke of the paddle; a sort of double action movement."



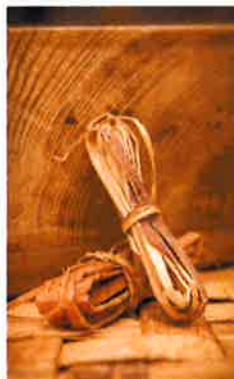
With regard to the overall size of the Tlingit canoes, the long-distance voyaging canoes (sometimes called "war" canoes) ranged from

35 to 65 feet long and six to eight feet wide.

They could carry 50 to 60 people and had
about a five-ton capacity



[Tent 2: Centuries of weaving](#) clothing, hats, sleeping mats, ceremonial objects, storage baskets and other items for everyday use. Once an important part of everyday life, is known as an international art. Some of the finest historic weavings are from the Haida and displayed prominently in museums. Weaving was traditionally practiced by women, although today there are a few men practicing this art.





Traditionally weaving materials included spruce root and red cedar bark. Today Haida basket weavers work mainly in cedar bark, but spruce root weaving continues. You will hear and see from the Haida Weavers the details and process involved in harvesting and weaving a traditional basket or hat.

[Tent 3: Food and Medicine from nature](#). Here you will experience the harvesting of an Alaska native traditional medicine, herb, tea, salve known as Devil's Club (*Oplopanax horridum*) root inner bark.





With the warming soil and longer daylight of spring, small leaf buds tip the devil's club's wicked stalks.

This plant is loved and hated at the same time.



Devil's club is well loved as a plant of beauty and medicine. It has been used as a physical and spiritual medicine for longer than history records



The methods of preparing this plant include tea, tincture, and salve. In this immersion, you will learn what a Devil's club is, how it is harvest and processed into a salve.



Main House: Here our guest will share in the bounty of the land. An Alaskan feast, Local Salmon, Salmon and Arugula Salad, Fruits, Alaska Blueberry Tarts and Pies, Salmonberry Tarts and Pies, Wild Raspberry Tarts and Pies.

Canoe Launch

Central Council will store and display traditional canoes at the shoreline for guest to watch traditional canoers launch a canoe. The Canoes will be available for pictures on the shoreline. A long term opportunity we will evaluate the costs (Insurance and manpower) of taking individuals on a short ride.



Longhouse Menu

This is a sample of the quality of our proposed menu.



Cedar Plank Grilled Wild Salmon

The salmon comes out moist and tender with a hint of Red Cedar and dill. A buttery delicious fish.



Smoked Salmon & Arugula Salad

The lightly smoked salmon adds a beautiful flavor to the Arugula, apples and walnuts mixed with a Skinny Green Grapes Dressing. You are gonna love this!



Indian Tacos

Indian Tacos are like Mexican tacos but made with Fried Bread in place of the tortilla. Build your own with taco meat, cooked beans, shredded cheese, tomato, lettuce, pickled jalapenos, sour cream, and your favorite hot sauce



Salmon & corn Chowder

The salmon comes out tender and is a good match with the dill and potatoes and fire roasted corn.



Salmonberry & Chocolate Tart

These tarts are fresh, rich and summery with the addition of in season, local Salmonberries and creamy coconut oil chocolate.



Traditional Hudson Bay Tea

In a study published in the Journal of Ethnopharmacology in 1992, Dr. Allison McCutcheon found the branches of Labrador (Hudson Bay) tea act as an antibiotic against E. coli and Bacillus subtilis.

Along with their dinner, they will be entertained with a 15 minute dance celebration. Interaction will include dancing and singing. Immediately following, guests will be taken through the gift shop to the buses.

There will be two showings; Noon – 2/2:30 PM and 4:00 – 6:30PM

AVAILABILITY:

MAY–SEPT. Lunch & dinner daily.

DURATION:

2 to 2-1/2 HOURS

COST:

ADULT \$49 | CHILD \$24

- Operates in all weather conditions.
 - By arrangement to meet tour & cruise ship schedules.
 - Times are approximate
 - Child rate applies to ages 12 & under.
- Taxes not included.

Two School Buses with guests twice per day. A school bus holds 72 passengers. We estimate 80% capacity per session, (115 guests) operating May 1 through September 30 for 152 days.

Phase 3: Year-Round Commerce and Training

During the off-season period (October – April) Central Council will contract with Master Carvers and Artist to teach our youth and young adults the art of Carving Paddles, Weaving Baskets, Making Moccasins, Beadwork, making Devils club Salve, Hudson bay tea packages, jams, jellies and syrups for sale in the gift shop.

New Jobs and Money in the Juneau Community

Renovation Period: 20 – 30 Staff \$1,500,000

- Laborers
- Painters
- Electrical
- Plumbing
- Façade
 - The exterior of the building will have a façade installed to make it look like a traditional Tlingit long house.
- HVAC
 - Acquisition and Installation of new system
- Waste treatment
- Water treatment
- Repaving of road in leased area
 - There is the possibility of added value if we have a MOA with the Department of Transportation and DNR to allow us to include that property on our inventory and we would pay for the paving of their portion of the road.

Operations: 36 Employees - \$1,561,460

- Park Campus Program Manager
- Food Service Manager
- Head Chefs (2)
- Prep Cooks (2)
- Cashiers (2)
- Wait staff (4)
- Dishwashers (2)
- Walking Tour Guides (5)
- Master Carver Instructors (2)
- Apprentice Carvers (6)
- Craft Artist (Demonstrators) (2)
- Bus Drivers (2)
- Bus Driver Part-time (1)

- Secretary/Assistant (2)
- Retail Sales Clerks (2)

Contracted Staff (Dancers): 10 per week (15 weeks) = 150 Dancers \$4000 a month x 5 months = \$20,000

Net New Direct Jobs = 216

1st year Payroll Infusion to local economy = \$3,081,460 Annual,

Year 2 – 35 = \$56,851,088.00

Tax Revenue

With the operations of the Tlingit Immersion Park, we project 80% occupancy for the 3rd season. With prices and projections this would conservatively add \$81,959 in sales tax revenue annually and an additional \$75,000 in sales tax revenue from Gift shop sales. Over 35 years, that is \$5,493,566.

CCTHITA is a solid reputable tribe. We comply with all Federal, State and Tribal regulations. We would remit all tax revenue to CBJ when due.

Capacity of Firm

Federally recognized tribe

The Central Council Tlingit and Haida Indian Tribes of Alaska (CCTHITA) is a federally recognized Indian Tribe that serves 20 villages and communities that are spread over 43,000 square miles within the Alaska Panhandle. The Tlingit and Haida community is among the largest, most isolated, and most geographically dispersed Native or Tribal populations nationwide. CCTHITA was created by the Jurisdictional Act of 1935, when it sought federal recognition for the purpose of pursuing Tlingit and Haida land claims in Federal court. The Act was amended in 1965, to formally recognize CCTHITA as the federally recognized governing body of the Tribes. In 1966, the U.S. Court of Claims awarded the Tribe 7.5 million dollars for lands the government withdrew to create the Tongass National Forest and Glacier Bay National Monument. These funds have been prudently managed by the Tribe under a long-term plan approved by Congress.

CCTHITA provide services to 23,000 citizens of the Tlingit and Haida Tribes. Each of these Tribes has a distinct culture, including their own language and traditions. Tlingit people traditionally lived furthest north, and the Haida people inhabited the Prince of Wales Island area. Over 16,000 citizens of this



population reside in Southeast Alaska, with the remainder residing in the lower 48 states. **Over 20% (3,200 individuals) of this total service population lives in the Juneau area**, with the remaining 80% (12,800 individuals) residing within villages throughout the region.

The administrative structure and methods of CCTHITA are well developed and sufficient for managing numerous and diverse programs. The line of authority is clearly established and the levels of policy-making and program management are defined. CCTHITA has a solid track record of political stability and self-governance.

CCTHITA presently operates over 50 programs providing direct services to community members in the areas of public safety, social services, economic development, housing, education, youth and elder's services, and substance abuse. The Tribe employs over 200 staff and operates an annual budget of 27 million dollars.

Government Governance

The Tribal Assembly of the Central Council is composed of delegates from the Communities of Tlingit and Haida Indian Tribes listed in the Rules of Election who have been elected in accordance with such *Rules* and Article III of the Tribe's Constitution.

The governing body of the Central Council shall be comprised of the Tribal Assembly of delegates, and, consistent with the terms of the *Constitution*, the Executive Council. The governing body of the Central Council possesses sovereign and plenary power to legislate for and to govern, conduct and manage the affairs and property of the Tribe.

Administration

The tribe and all of its business operations is managed by the President, Chief of Business Operations, Chief Financial Officer, the Managers of Business & Economic Development, Employment & Training, Head Start, Human Resources, Information Technology, Native Lands and Resources, Temporary Assistance for Needy Families, Tribal Child Support Unit, Tribal Family & Youth Services, Tribal Vocational Rehabilitation, Tribal Transportation and the Vocational Training and Resource Center.

General Overview:

- Program Compliance – establishes eligibility and official registration of tribal citizens
- Employment and Training – Employment services, Job Placement, Training Services, Vocational Rehabilitation
- Education Services – Higher Education, GED, VTRC, Johnson O'Malley
- Family Services – Financial Assistance, Child support, Child Care, Child Welfare, Head Start, Youth Employment & Training, Counseling Services, and Suicide Prevention
- Elderly Services – Financial Assistance, Health and Social Services, Caregiver Support
- Community Services – Business & Economic Development, Repatriation, Public Safety, Tribal Governance, Environmental, Forestry, Realty, Roads & Transportation, Tax & Financial Management
- Vocational Technical Resource Center – Training and career advancement through high quality, postsecondary academic and vocational education.

Tlingit & Haida Immersion Park Business Structure

The Tlingit & Haida Immersion Park will be a for-profit Limited Liability Corporation wholly-owned by the Tlingit Haida Business Development Corporation. We are members of the American Indian Alaska Native Tourism Association, the Juneau Chamber of Commerce, and we will join the Alaska Travel Industry Association. We will partner and utilize our associations as well as the ***Travel Alaska*** – the Official State of Alaska Tourism & Vacation Information managed by the State of Alaska Division of Tourism.

Disadvantage Business Enterprise Status

The State of Alaska, Department of Transportation & Public Facilities, Civil Rights Office defines the Disadvantage Business Enterprise Program as; A disadvantaged owner must be a U.S. citizen and meet the federal definition of socially and economically disadvantaged as defined in 49 CFR 26.67 presumptive groups include Native Americans, owned and controlled by disadvantaged owner. The Tlingit & Haida Immersion Park is a wholly-owned enterprise of the Tlingit Haida Tribal Business Corporation, a wholly-owned corporation of Central Council Tlingit and Haida Indian Tribes of Alaska. It meets the standards of a DBE.



Employment & Training

Internal Commitment to the project. The CCTHITA Employment and Training Department is an integral part of the increased jobs, and training of Juneau's unemployed tribal residents. Our commit to this partnership by committing funds through

- ✓ economic development,
- ✓ client training,
- ✓ support services,
- ✓ case management and
- ✓ work experience contracts or
- ✓ on-the-job training

Our team of workforce professionals will ensure that support systems are in place and that trainees are matched to opportunities arising from this project and that appropriate training resources are

available. This project will have access to approximately \$1,050,000 in employment and training funds for economic development, training costs and support services annually.

Vocational Training Resource Center

To develop the workforce for this project, Central Council will offer retail sales, customer service, grooming, Etiquette and public speaking workshops all tailored like the “Nordstrom Way.” A business professional, customer driven sales program. Nordstrom’s has “One Rule”. “Use Good judgement in all situations.”

- A Nordstrom salesperson rarely points. If you have a question about where something is located, they walk you there.
- Salespeople are taught to walk your bagged purchased around the counter to you vs. just handing it across the counter.
- Salespeople can offer to ring up your purchase without you ever having to stand in line. This particularly happens a lot in the shoe departments.
- Departments are generally trained to answer the phone on no more than the 2nd ring.

Tribal marketing is *customer-centric*, because it is less about you and more about strengthening the **human** bond between us and our guest.

Classes and training like:

- ✓ Travel & Tourism Specialist
- ✓ Restaurant Management
- ✓ Administrative Assistant
- ✓ Culturally appropriate guided tours
- ✓ How to Communicate with Diplomacy, Tact and Credibility
- ✓ Public Speaking

Public Safety

The Village Public Safety Program works closely with local mayor and city council, the Alaska State Troopers and municipal police to respond to public safety emergencies, search and rescue, fire protection,

The Nordstrom Way

The Nordstrom Way is to focus solely and exclusively on doing whatever it takes to create a satisfied customer.

The underlying philosophy and culture of the Nordstrom Way is disarmingly simple: Use your own initiative to provide customers with exceptional levels of service. You’ll never be criticized for doing too much for a customer, only for doing too little. If you’re ever in doubt, err on the side of doing too much rather than too little.

How the company organizes and empowers its employees to use their initiative in practice is impressive. Firstly, the company has a culture which lauds exceptional acts of customer service and stresses employees are free to use their initiative at all times and in all situations -- to act as if they were entrepreneurs in business for themselves. But equally importantly, the company then delivers on that basic premise by supporting its employees in the decisions they make.

The result is employees find innovative and appropriate ways to provide customers with knock-out levels of service. Customers love it, employees thrive on the responsibility and flexibility of their job and sales soar.

And paradoxically, the Nordstrom Way illustrates the direct link which many companies fail to realize -- specifically that the more front-line employees are trusted and empowered, the stronger the long-term relationship that can be built between a company and its customers. When a company gets the mix right (like Nordstrom has), it creates a sustainable competitive advantage that endures and flourishes.

The Nordstrom Way is the gold standard of customer service.

emergency medical assistance, crime prevention and basic law enforcement. Our VPSOs will incorporate this area as part of their program management and presence.

Financial Capacity

Central Council administers over \$27,000,000 annually. We have a \$1,500,000 line of credit, a trust fund valued at \$11,500,000. We have extensive lines of credit with vendors. We have over 80 years of professional references in Juneau, Statewide and Nationally.

We have a full range of personnel, facilities, networks, accounting software for managing programs and businesses, performing payroll and purchasing. We successfully administer numerous local, state, private and federal funding. With over 34 years of history of grant administration, we will continue to conduct business through the tribal government and business enterprises.

Sustainability

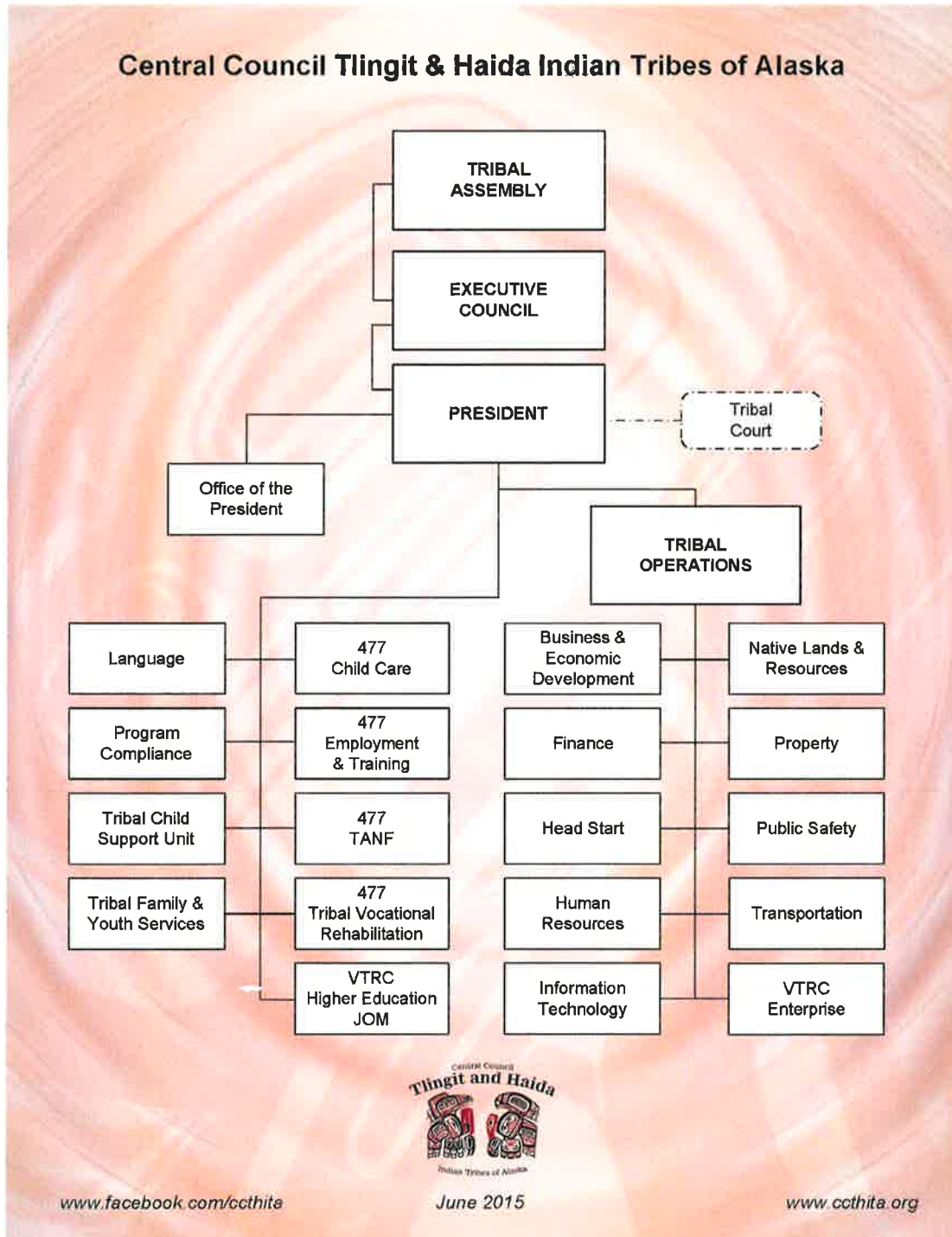
This Immersion Park will not only be an economic enterprise of the tribe it will be a Public-Private partnership to grow local jobs, increase cultural awareness, increase commerce, increase tourism and allow the tribe to partner with agencies like the U.S. Department of Commerce, the U.S. Department of Labor, the Department of Health & Human Services, the U.S. Department of Agriculture; Rural Development and the State of Alaska tourism and employment programs.

Unlike any other business proposal, Central Council will ***always*** be a strong economic force in Juneau and Southeast Alaska. We are not going anywhere. We will last long after most business have come and gone.

Succession Plan

Every other year, the President is elected by the Delegates at General Assembly. Each year, the core management team updates a succession plan for continuation of tribal operations. The Immersion Park will become part of the plan. The tribe's business has lasted longer than generations residing in Juneau. It will go on beyond generations.

Organizational Chart



Resumes

The following are the resumes of Management and Key Personnel of Central Council Tlingit and Haida Indian Tribes of Alaska.

Richard Peterson, President

Richard Peterson joined the governing body of Central Council Tlingit & Haida Indian Tribes of Alaska in 2000 and became President of Central Council Tlingit & Haida Indian Tribes of Alaska in April 2014.

As President, Peterson is responsible for the overall administration of all operations of the Tribe, representing over 29,000 tribal citizens. He has oversight of more than 200 employees.

Management of \$27,000,000 operating budget. Management of \$11,000,000 Tribal Trust Fund investment and responsible for the implementation of the general administrative policies of the Tribe. He is responsible for the completion of all actions of the CCTHITA Tribal Assembly and Executive Council. Peterson also serves as the President of the Tlingit & Haida Tribal Business Corporation (THTBC), a wholly-owned tribal business enterprise of Central Council. He has served since 2013.

Previously Mr. Peterson served as the President of the Organized Village of Kasaan for 16 years, President of POWTEC Solutions, a business enterprise for 16 years, a Board Member of the Southeast Island School District for 11 years, Committee Member for the USFS Alaska Tribal Leadership Committee (ATLC) for 3 years, a Board Member for the Rural Alaska Community Action Program (RurAL CAP) for 2 years, the distinguished Mayor of Kasaan Alaska for 12 years

Current board and commissions:

- Member – SEARHC Suicide Prevention Task Force 2014 – Present
- Committee Member – USFS Tongass Advisory Committee 2014 – Present
- Chair – Tlingit Haida Tribal Business Corporation 2013 – Present
- Board Member – Alaska Federation of Natives (AFN) Board of Directors 2013 – Present
- Chair – AFN Elections and Media Committee 2013 – Present
- Vice President – Alaska Native Brotherhood Camp #11 2010 – Present
- Committee Member – Federal Subsistence Work Group on Tribal Consultation 2010 – Present
- Committee Member – USFS Alaska Tribal Leaders Committee 2008 – Present
- 2nd Vice President – Southeast Conference Board of Directors 2008 – Present
- Delegate – Central Council Tlingit & Haida Indian Tribes of Alaska 2000 – Present
- Member - AFN Council for the Advancement of Alaska Natives
- Member – AFN Native Tribal Relations Committee
- Member – AFN Transportation/Infrastructure Committee

Corrine M. Garza, Chief Operating Officer

Corrine Garza joined Central Council Tlingit & Haida Indian Tribes of Alaska in 1998 during her tenure Ms. Garza has served as the Chief Executive Officer, Chief of Business Operations and Chief Operating Officer for Central Council Tlingit & Haida Indian Tribes of Alaska.

As the Chief Operating Officer, Garza manages the tribe's operations by directing and coordinating activities of tribal operations consistent with established goals, objectives, and policies. She ensures that all administrative and program activities are carried out within the framework of adopted budgets, applicable laws, regulations, policies, and procedures as established by Congress, the State of Alaska, and the CCTHITA.

Previously Ms. Garza served as the General Manager for Ketchikan Indian Corporation for 4 years, Owner of Shinaku Consulting, 1 year, Chief Executive Officer for Klawock Heenya Corporation for 7 years, Financial Development Officer, SEAFirst Bank 1 year.

Ms. Garza served as the Chief Executive Officer of Tlingit & Haida Steel Industries for 6 years and has served as a Trustee for the CCTHITA Internal Employee Benefit Plan, a Member of the CCTHITA Investment Committee that provides oversight and management of the tribe's Trust Fund.

Ms. Garza holds a Masters in Business Administration, University of Washington and a Bachelor of Arts in Economics, Stanford University

Previous board and commissions:

- Board Member, SEARHC Foundation & Healing Hand Foundation 2003-2004
- Delegate & Vice-President Tlingit & Haida Community Council 1996
- Member, Blue Ribbon Committee, Ketchikan Gateway Borough 1995, 1996
- Treasurer, Past President, Past Co-President, Past Co-secretary, Past Vice-President, Alaska Native Sisterhood, Camp 19
- Director, Tongass Girl Scout Council, 1991
- Member, Klawock Overall Economic Development Committee, 1990-91

Theresa Belton, Chief Financial Officer

Theresa Belton joined Central Council Tlingit & Haida Indian Tribes of Alaska in 2012 during her tenure Mrs. Belton has served as the Financial Systems Analyst and the Chief Financial Officer for Central Council Tlingit & Haida Indian Tribes of Alaska.

As the Chief Finance Officer (CFO) Belton has overall responsibility for supervision of Finance Department personnel and for the development, implementation, oversight, and coordination of finance related functions, including but not limited to: general accounting, purchasing, inventory, property leasing, travel, accounts payable, accounts receivable, and payroll. Mrs. Belton oversees the overall fiscal management of the Tribe and ensures that all activities are carried out within the framework of applicable laws, regulations, policies and procedures as established by the federal government, the State of Alaska, and the Central Council of Tlingit and Haida Indian Tribes of Alaska.

Previously Mrs. Belton served as a Bond Accountant for the State of Alaska, from 2002 – 2011 Mrs. Belton served Central Council Tlingit & Haida Indian Tribes of Alaska as the Controller, Lead Accountant and General Ledger Accountant.

Mrs. Belton holds a Masters of Accountancy with Honors, St. Josephs College, and a Bachelor of Business Administration in Accounting with Honors, University of Alaska Southeast

Myrna Gardner, Manager Business & Economic Development

Myrna Gardner, ICCM-F, GWCCM returned to Central Council Tlingit and Haida Indian Tribes of Alaska in 2015. In July 2015, Ms. Gardner became the Manager of Business & Economic Development for the Tribe.

As the Manager of Business & Economic Development, Gardner will work with local, state, and federal governments to foster and improve the Southeast Alaska economy. She is responsible for creating partnerships with Native organizations and businesses, as well as leading and supporting the Tribe's enterprise development. She will also focus on providing business development and marketing support services.

Previously Ms. Gardner has served as the General Manager, 3R Products & Services, Supervisory Contract Specialist & Alternate Contracting Officer, SouthEast Alaska Regional Health Consortium, Vice-President of Development, Gana-A-Yoo Service Corporation, President & Chief Executive Officer, Kakivik Asset Management. Previous tenure with the tribe included Director of Business Development and Marketing, THTI and Business Development Specialist.

Ms. Gardner holds the professional designations of Industry Certification Contract Management – Federal (ICCM-F) from the National Contract Management Association and the George Washington Certified Contract Manager (GWCCM) from George Washington University. She has a Masters Certification in Federal Contracting from George Washington University, School of Business as well as an Associates.

Previous and Present Board, Commissions and Affiliations

- Member: Board of Equalization – City Borough Juneau 2012 - 2013
- Member: Fisheries Development Committee – City Borough Juneau 2012 - 2013
- Member: Community Service Commission – Statewide 2011 -2013
- Past President & member: Alaska Native Sisterhood, Camp #14 – Ketchikan, Alaska 1998 - 2000
- Member: Local Boundary Commission - Statewide 2001 -2003
- Member: Economic & Employment Diversification Strategy Committee 2005 -2006

Elias Duran, Property Manager

Elias Duran joined Central Council Tlingit & Haida Indian Tribes of Alaska in 2003. In 2003, Mr. Duran became the Property Manager for the tribe.

As the Property Manager, Mr. Duran is responsible for managing the tribe's portfolio of commercial properties in excess of 12 million dollars. He carries out all daily administrative, leasing and maintenance. He supervises and coordinates all maintenance service and repair pertaining to real properties owned by the tribe throughout 20 communities in Southeast Alaska.

As Manager he Prepare and manage annual budget, creates and implement all marketing, leasing, and closing strategies. Perform all service and vendor contract bid acquisition, approval, and management. Review all vendor and contractor work, and determine all requirements met before payment release. Recruit, hire, and supervise administrative, janitorial, and maintenance personnel. Participate in and oversee employee training and Conduct property inspections, and move-out / move-in walk-throughs.

Previously, Mr. Duran managed Dura-Bilt Construction for 5 years. He held a General Contractor's License, Alaska Real Estate License, R.S. Means Professional Estimator, Certified Property Manager, and a Master Trainer from the National Center for Construction Education and Research.

Mr. Duran holds a Bachelor's of Science, Economics, University of Utah

Professional Organizations:

- Institute of Real Estate Management
- National Center for Construction Education and Research

William Ware, Manager, Tribal Transportation

Mr. Ware joined Central Council Tlingit & Haida Indian Tribes of Alaska in _____. In _____, he became the Tribal Transportation Manager.

As the Tribal Transportation Manager, Mr. Ware is responsible for completing and maintaining the Tribal Transportation Improvement Program (TTIP) and managing the tribal transportation program and networking with other tribes as well as with local, state, and federal agencies to determine transportation system priorities for shared transportation systems (land, marine, air). As the Transportation Manager Mr. Ware ensures that Federal and State funds are spent in accordance with funding agency requirements including but not limited to recruitment, contracting, acquiring permits, construction, inspections, and financial and narrative reporting are completed in a timely manner.

Over the last 15 years, Mr. Ware served as the Tribal Transportation/Indian Reservation Roads Program Manager, the Tribal Administrator and the Assistant Tribal Administrator for the Petersburg Indian Association, the Fleet Manager, Trident Seafoods and the Pastor/Administrator for the Salvation Army, Western United States.

Previous and Present Board, Commissions and Affiliations

- Chair, Transportation Subcommittee, National Congress of American Indians 2015-Present
- Chair, National Inter-Tribal Transportation Association, 2014-Present
- Vice Chair, National Inter-Tribal Transportation Association 2013-2014
- Advisory Board Member, the Salvation Army 2008-2010
- Chair/President, Petersburg Indian Association 2005-2008
- Board of Director, Petersburg Indian Association 2002-2005

Jason Wilson, Public Safety Manager

Mr. Wilson joined Central Council Tlingit & Haida Indian Tribes of Alaska in _____. In _____, he became the Public Safety Manager.

As the Public Safety Manager, Mr. Wilson is responsible for administrative support and oversight of all facets of the Village Public Safety Officer Program. He supervises all Village Public Safety Officers in all of our service communities. He manages all staff complying with complex policies and procedures including VPSO Field Manuals, State Regulations and Tribal laws and jurisdiction.

He supervises all department staff including hiring, monitoring, mentoring, coaching, staff development, evaluations, dispute resolution, progressive discipline and termination. He is responsible for managing and maintaining confidential records.

Over the last 12 years, Mr. Wilson has worked for Central Council as the Children's Justice Act Specialist, the ICWA Program Specialist, the Alaska NW Native Partnership Program Specialist, a Family Caseworker and Youth Program Specialist.

Mr. Wilson is a Certified Trainer of the White Bison Sons of Tradition curriculum. He is a Certificate Trainer of Casey Family Program's Better Together curriculum. A Certified Tester for the Casey Family Program's Ansell-Casey Life Skills Assessment Program. He has attended the University of New Mexico, University of Alaska Southeast and University of Alaska Fairbanks with a focus on Psychology and Sociology.

Past Record of Performance

Central Council has successfully worked with the following Federal, State and Local Agencies and private sector firms.

- the State of Alaska; Office of the Governor, Office of the Lt. Governor, Department of Labor & Workforce Development, Natural Resources, Commerce, Corrections, Education & Early Development, Environmental Services, Natural resources, Public Safety, Revenue, and the State Legislature.
- City Borough Juneau
- U.S Department of the Interior
- U.S. Department of Health & Human Services
- U.S Department of Education
- U.S. Department of Commerce,
- U.S. Department of Labor,
- U.S. Department of Energy
- U.S. Department of Agriculture
- Rasmussen Foundation

References

Bank Information:

Wells Fargo
 Contact Person: Karen West
 123 Seward St.
 Juneau, AK 99801
 907-586-2460
 907-463-3997; Fax

Credit References:

American Express
 Dallas, TX
 1-88-708-8128

Kroger – Fred Meyer
 Juneau, AK 99801
 888-327-4911

Bank of America
 Wilmington, DE
 1-800-673-1044

Costco Wholesale
 Contact Person: Carmen, Vault Manager
 Juneau, AK 99801
 907-780-6740

Established Local Business

10,000 Years of Economic Contribution to Juneau and Southeast Alaska

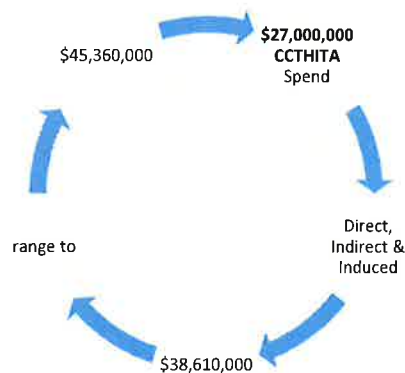
Central Council is a strong business force in Juneau and Southeast Alaska. In early days, pre-America, Tlingits and Haidas commerce and trade expanded to Mexico, California and during the territorial days, the Russians. Through a written Constitution, Central Council organized as a single regional tribal entity and gained federal recognition in 1935.

80 Years of Operating in Juneau

Central Council operates an annual budget of \$27 million dollars. We manage more than 40 grants and have a solid track record with well-established support system. The 2014 Financial Audit had no findings.

Civic Economics' Andersonville neighborhood (Chicago) study found a total impact (direct, indirect and induced) of \$.68 for each dollar spent at ten local independents, compared to \$.43 projected for their chain competitors. However, the projection of indirect and induced impacts *does not mean \$.68 of each dollar spent at a local independent "stays" in the local economy*, but that \$.68 of *additional* local economic activity *ultimately is generated* after additional spending cycles.

Using this formula, Central Council economic impact to Juneau and Southeast Alaska direct, indirect and induced ranges from \$38,610,000 to \$45,360,000 annually.



Employees:

Central Council employees 196 employees in 20 communities, 159 are full-time, and 37 part-time

Juneau Presence: Services operated in Juneau by location include:

- **Andrew Hope Building, 320 W. Willoughby Avenue**
 - Child care Services
 - Computer Information Services (CIS)
 - Elderly Services
 - Employment and Training (E&T)
 - Human Resources (HR)
 - Indian Child Welfare Act (ICWA) Services
 - Tribal Court
 - Preserving Native Families
 - Program Compliance (Enrollment)
 - Self-Governance
 - Tribal Child Support Unit (TCSU)
 - Tribal Family & Youth Services (TFYS)
 - Tribal Vocational Rehabilitation (TVR)
- **Edward K Thomas Building, 9097 Glacier highway**
 - Tribal Operations
 - Business & Economic Development
 - Finance
 - Native Lands and Resources (NLR)
 - Property Management
 - Tribal Transportation
 - Publications
 - Village Public Safety Officers (VPSO)
- **Head Start, 201 Cordova Street**
 - Douglas Head Start Center
 - Head Start Administration
- **Mendenhall Mall, 9109 Mendenhall Mall Road, Suite 8**
 - PL-477 Services

- Computer Lab
- Distance Learning
- Intake Services
- GED & Job Placement
- Training Services
- **Vocational Training and Resource Center, 3239 Hospital Drive**
 - Computer training
 - Higher Education
 - Johnson O'Malley (JOM)
 - Vocational Training
- **Temporary Assistance to Needy Families (TANF) 709 W 9th Street**
 - Burial Assistance
 - Elderly Emergency Assistance
 - General Assistance
 - Intake Assessment
 - Counseling

Marine Related Activity

Our Immersion Park will teach tribal apprentices how to carve and make a traditional Canoe. We intend to carve two traditional 30' Canoes; One Eagle and One Raven. We will also work with Department of National Resources (DNR) to develop canoe launching activities as part of our immersion park. Any and all activities we will operate will be in accordance with all State and local zoning and permissible uses.

Annual Lease Rent Offering (minimum \$8,600/year)

Year 1 – CCTHITA will commit to the base of \$8,600 for the year.

Year 2 – 35 CCTHITA will commit to the base + \$1.00 per participant. At 80% booking our projections are 7497 guest through the May – Sept season. This would bring the CBJ an additional \$7497 in revenue.

Insurance

Central Council actively holds Commercial General Liability, Employer Liability Protection, Comprehensive Automotive Liability, Fire and casualty as well as workman's compensation Insurance

policies. Marsh & McLennan Agency is our brokerage of record. Upon successful selection the City and Borough Juneau will be named as additional insured. Marsh & McLennan are prepared to add the additional coverage on our policy.

Commercial General Liability Insurance \$1,000,000. Per occurrence, \$2,000,000 Aggregate

Workers Compensation. This policy shall endorse to waive all rights of subrogation against the CBJ by reason of any payment made for claims under the above coverage.

The coverage shall include Employer's Liability Protection in the amount of \$100,000 per accident \$500,000 policy limit, \$100,000 each employee

Comprehensive Automotive Liability Insurance. All owned, leased, hired vehicles \$1,000,000 combined single limit coverage.

Fire or other casualty insurance for the leased premise

Local Bonus Points (Juneau Bidder)

1. Holds Alaska Business License	Yes – Since 1935
2. Has had local presence for at least 6 months	Yes- 10,000 years
3. Submits a bid or proposal under the name appearing on the bidders current state business license	Yes – CCTHITA
4. Is incorporated under the laws of the state of Alaska, and a resident of CBJ	Yes and Yes (Non-profit, tribal status)
5. Is not delinquent in the payment of any taxes, charges or assessments owing to the CBJ	Yes – Not delinquent
6. Adds value to Juneau	Yes- \$27,000,000 Budget Annually and Jobs currently. Immersion Park - \$1,661,060 Annually in wages and contracts

Proposal Evaluation Form

Proposer: Central Council Tlingit and Haida Indian Tribes of Alaska

Scored by: _____ Date: _____

Evaluation/Ranking

	Points	
	Possible	Score
1. Operation/Business Plan	0 – 35	_____
2. Capacity of Firm	0 – 15	_____
3. Record of Performance	0 – 15	_____
4. Established Local Business	0 – 5	_____
5. Marine Related business Activity	0 – 10	_____
6. Annual Lease Rent Offering (minimum \$8600/Year)	0 – 20	_____
	Subtotal	_____

The Port Director will assign points for criteria 7 below.

7. Juneau Proposer	0 – 5	_____
	Total Points	_____
	Individual Ranking	_____

- LEGEND**
- 6.L.O./B.L.M. MONUMENT RECOVERED
 - PRIMARY MONUMENT SET THIS SURVEY
 - PRIMARY BRASS CAP MONUMENT RECOVERED
 - SECONDARY MONUMENT SET THIS SURVEY
 - CORNER NOT MONUMENTED
 - SURVEYED LINE
 - UNSURVEYED LINE

BEARING OBJECT TABLE		
CORNER	BEARING - DISTANCE	OBJECT
ATS 1328 TRACT A	S32°00'00"W - 10.00'	R & M No. 1
C-2 TRACT B-3	S65°00'00"E - 10.00'	R & M No. 2
RMC 10	N23°21'00"E - 55.19'	S.E. COR. CONCRETE FOUNDATION
ATS 1328	S74°56'00"E - 117.12'	N.E. COR. GATE POST OF CYCLONE FENCE
ATS 1328 HOMESTEAD NO. 3	S57°05'00"E - 10.00'	R.M. No. 1
USMS 979	N32°55'00"E - 10.00'	R.M. No. 2
ATS 1328	N74°48'00"E - 26.54'	S.W. COR. PUMP HOUSE
TRACT B-1	S16°41'00"W - 38.77'	S. TRANSFORMER POLE (GROUP OF 3 POLES)
TRACT B-2	S50°32'00"W - 78.91'	W. TRANSFORMER POLE (GROUP OF 2 POLES)
TRACT B-3	N66°20'00"W - 50.15'	N.E. COR. OF RESTAURANT
TRACT B-4	S84°08'30"W - 61.69'	S.E. COR. OF RESTAURANT
TRACT B-5	S57°32'30"W - 79.15'	N.E. COR. FENCE ECHO BAY COMPLEX
TRACT B-6	S28°48'00"W - 10.00'	R.M. No. 1
TRACT B-7	N60°30'00"W - 10.00'	R.M. No. 2
TRACT B-8	N4°39'30"E - 35.51'	S.E. COR. OF RESTAURANT
TRACT B-9	S72°36'30"W - 2.66'	N.E. COR. FENCE ECHO BAY COMPLEX
TRACT B-10	S35°50'00"E - 20.19'	N. COR. JET PLANT
TRACT B-11	S14°58'00"E - 2.91'	N.W. COR. FENCE ECHO BAY COMPLEX
TRACT B-12	N22°38'30"W - 49.28'	BACK ANGLE POINT RESTAURANT
TRACT B-13	S80°35'30"E - 93.79'	S.E. COR. RESTAURANT
TRACT B-14	N9°21'00"E - 33.52'	S.W. COR. RESTAURANT
TRACT B-15	S87°22'30"E - 77.34'	BACK ANGLE POINT RESTAURANT
TRACT B-16	S61°52'00"E - 109.97'	N.W. COR. FENCE ECHO BAY COMPLEX
TRACT B-17	S55°40'00"E - 10.00'	R.M. No. 1
TRACT B-18	N32°00'00"E - 5.00'	R.M. No. 2
TRACT B-19	N84°25'00"E - 1.71'	N. TRANSFORMER POLE (GROUP OF 3 POLES)
TRACT B-20	S37°25'30"E - 7.88'	CTR. TRANSFORMER POLE (GROUP OF 3 POLES)
TRACT B-21	S48°52'30"W - 47.77'	E. TRANSFORMER POLE (GROUP OF 3 POLES)
TRACT B-22	N61°12'00"W - 10.00'	R.M. No. 1
TRACT B-23	N28°48'00"E - 10.00'	R.M. No. 2
TRACT B-24	N26°21'30"E - 43.12'	N.E. COR. FENCE ECHO BAY COMPLEX
TRACT B-25	N20°17'00"W - 25.79'	N.E. COR. ECHO BAY BLDG.
TRACT B-26	N65°16'00"E - 28.53'	W. COR. JET PLANT
TRACT B-27	S77°38'45"W - 10.00'	R.M. No. 1
TRACT B-28	N34°07'00"W - 10.00'	R.M. No. 2
TRACT B-29	N82°00'00"W - 5.00'	R.M. No. 1
TRACT B-30	N77°38'45"E - 5.00'	R.M. No. 2
TRACT B-31	N2°00'00"E - 10.00'	R.M. No. 1
TRACT B-32	S88°00'00"E - 10.00'	R.M. No. 2
TRACT B-33	N10°56'00"W - 21.78'	N.E. COR. BOAT SHED
TRACT B-34	S63°55'00"W - 29.72'	N.W. COR. BOAT SHED
TRACT B-35	N33°46'00"W - 56.90'	N.E. GATE POST OF CYCLONE FENCE

CERTIFICATE OF APPROVAL BY THE DIRECTOR

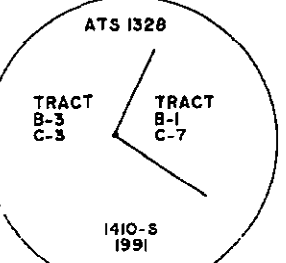
I hereby certify that the plat shown hereon has been found to comply with Title 4 Community Development Regulations and Title 49 of the Code of the City and Borough of Juneau, and is approved by the City and Borough of Juneau, Department of Community Development, for recording in the office of the Juneau Recording District, Juneau, Alaska.

Dated: 1/14, 1994

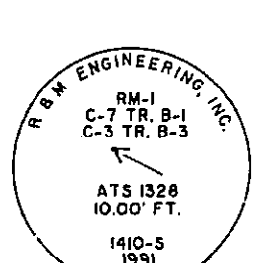
Attest:
Ruth Ann Patten
Clerk
City and Borough of Juneau

NOTES

- This survey was accomplished in accordance with Special Survey Instructions No. 1328 and Supplemental Survey Instructions dated 12/22/86, 2/4/88 and 5/21/93.
- All bearings shown are true bearings as oriented to the basis of bearings and distances shown are reduced to horizontal field distances.
- The basis of bearing was the line of sight between USLM No. 2572 and Cor. 2 A.T.S. No. 203 with an accepted bearing of N49°12'19"W. As computed from Alaska Tidelands Survey No. 203 (A.S.L. No. 18548) and approved June 12, 1964. Filed in the office of the Juneau Recording District under Plat No. 460 on April 3, 1966.
- Bearings and/or distances shown within parenthesis represent record bearings and/or distances that disagree with those measured or computed this survey.
- The accuracy of this survey is greater than 1:5,000.
- All primary monuments set this survey are witnessed by an orange Carsonite post.



PRIMARY MONUMENT



SECONDARY MONUMENT

TYPICAL MONUMENTS

(ESTABLISHED THIS SURVEY)

WASTEWATER DISPOSAL

No sewer treatment or disposal system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the regulations and standards of the State of Alaska, Department of Environmental Conservation, which govern these systems.

CERTIFICATE OF APPROVAL BY THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Subject to noted restriction, the Alaska Department of environmental conservation approves this subdivision for platting. This approval is based on criteria for single-family residential development. Note restrictions concerning on-lot wastewater treatment and disposal system.

Bob Martin ES2 12-20-93
Name and Title of
Alaska Department of Environmental Conservation
Approving Official

CERTIFICATE OF OWNERSHIP AND DEDICATION

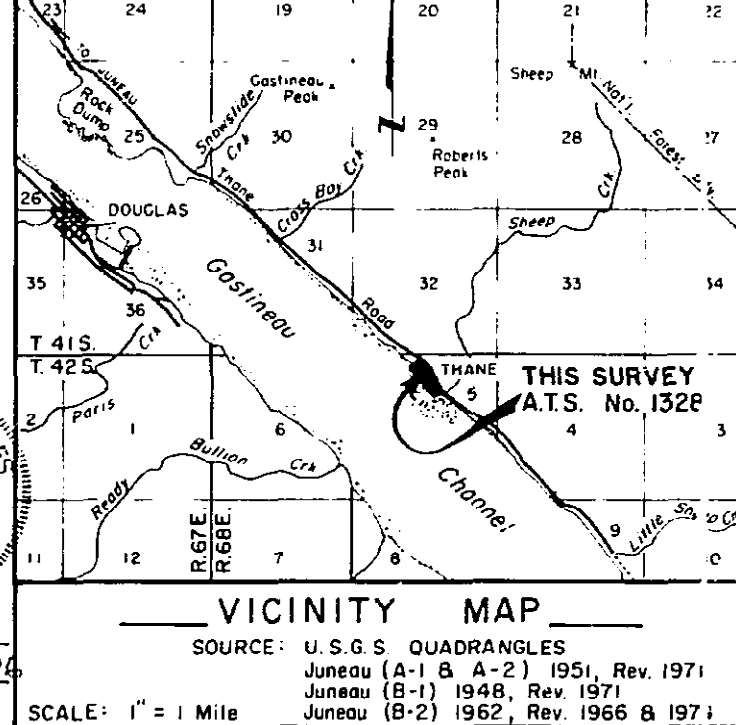
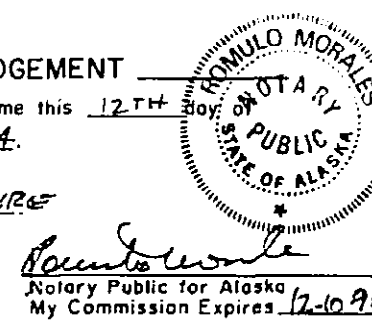
I, the undersigned, hereby certify that I am the Director, Division of Land, and that the State of Alaska is the owner of A.T.S. No. 1328 as shown hereon. I hereby approve this survey and plat for the State of Alaska, and dedicate for public or private use as noted, all easements, public utility areas and rights-of-way as shown and described herein.

JAN. 12, 1994
Date
Director
Division of Land

NOTARY'S ACKNOWLEDGEMENT

Subscribed and sworn to before me this 12th day of JANUARY, 1994.

For: RICHARD A. LEFEBVRE



CERTIFICATE OF LESSEE (TRACTS B-1 & B-2)

I (we) hereby certify that I am (we are) the legal applicant (s) of the property shown and I (we) hereby approve this plat of survey.

A.D.L. 103289

Date 12/22, 1993

Witnessed by: George A. Jefferson, Lessee

NOTARY'S ACKNOWLEDGEMENT
Subscribed and sworn to before me this 12th day of Dec, 1993

For: GEORGE A. JEFFERSON

Notary Public for
My Commission Expires 7/19/94

CERTIFICATE OF LESSEE (TRACT B-3 & B-6)

I (we) hereby certify that I am (we are) the legal applicant (s) of the property shown and I (we) hereby approve this plat of survey.

A.D.L. 104789 and A.D.L. 105531

Date 12-20, 1993

Witnessed by: Rick Frederickson, Lessee

NOTARY'S ACKNOWLEDGEMENT
Subscribed and sworn to before me this 20th day of DEC, 1993

For: RICK FREDERICKSON

Notary Public for
My Commission Expires 7/19/94

SURVEYOR'S CERTIFICATE

I hereby certify that I am properly registered and licensed to practice land surveying in the State of Alaska, that this plat represents a survey made by me or under my direct supervision, that the monuments shown hereon actually exist as described and that all dimensions and other details are correct.

10/8/93
Date
Malcom A. Menzies, L.S. No. 1410-S

APPLICANT TRACTS B-1 & B-2
George A. Jefferson
4925 Hummingbird Lane
Juneau, Alaska 99801
ADL No. 103289

APPLICANT TRACTS B-3 & B-6
Echo Bay Alaska, Inc.
3100 Channel Drive, Suite 2
Juneau, Alaska 99801
ADL No. 104789-B-3
ADL No. 105531-B-6

SCALE: 1" = 100' (30.48 m)

FEET 100 50 0 50 100 200 300
METERS 50 40 30 20 10 0 10 20 30
1 Meter = 3.280833 U.S. Survey Feet 1 Hectare = 0.4047 Acre

BEARING OBJECT TABLE (CONT.)		
CORNER	BEARING - DISTANCE	OBJECT
ATS 1328	N29°37'00"E - 17.38'	POWER POLE
C2 TRACT B-1	S59°20'30"E - 94.51'	POWER POLE
ATS 1328	S46°39'00"W - 10.00'	R.M. No. 1
TRACT B-5	N46°39'00"E - 10.00'	R.M. No. 1
TRACT B-4	N84°00'00"W - 10.00'	R.M. No. 2
ATS 1328	N48°07'00"E - 10.00'	R.M. No. 1
TRACT B-5	N41°53'00"W - 10.00'	R.M. No. 2
TRACT B-4	S48°07'00"W - 10.00'	R.M. No. 1
TRACT B-5	S41°53'00"E - 10.00'	R.M. No. 2

Date of Survey: April, 1986 April, 1991	Name of Surveyor: R & M ENGINEERING, INC. P.O. BOX 34278 JUNEAU, AK, 99803 9117C3
STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF LAND Anchorage, Alaska	
ALASKA TIDELANDS SURVEY No. 1328	
A SUBDIVISION OF TRACT B, A.T.S. No. 203 WITHIN PROTRACTED Sec. 5, T.42S., R.68E., C.R.M.,	
Drawn By: D.S. Date: 4-9/13-92-93	Approval Recommended: STATEWIDE PLATTING SUPERVISOR DATE
Scale 1"=100'	Checked M.A.M. File No. A.T.S. 1328

MEMORANDUM

CITY/BOROUGH OF JUNEAU

Manager's Office

155 S. Seward St., Juneau, Alaska 99801

Scott.Ciambor@juneau.org

Voice (907) 586-0220

Fax (907) 586-5385

TO: Rorie Watt, City Manager
Lands Committee

FROM: Scott Ciambor,
Chief Housing Officer



DATE: August 22, 2016

SUBJECT: Recommendation for Negotiated Sale of North Franklin Parking Lot

At the August 15, 2016 Lands Committee meeting, it was requested that I ask Eagle Rock Ventures (ERV) if they would consider adding parking to their North Franklin Parking Lot proposal. Here is the response from Scott Shapiro, Managing Director, ERV:

“Thanks for the e-mail. No, we are not interested in including parking in our project. It is something for which our tenants aren’t able and/or willing to pay, and it makes the project financially infeasible. Regards, Scott ”

With this additional information from ERV, the original recommendation to forward an Ordinance to the Assembly that would authorize the sale of this property to Eagle Rock Ventures LLC for \$530,000, the fair market value of the property, still stands.

Eagle Rock Ventures proposal meets many Assembly and Community Goals. See Attached Table.

Like all projects in the downtown, this development is eligible to utilize the Fee In-Lieu section of the planning code. This section of code was implemented in 2007 in concert with the planning for the Downtown Transportation Center parking garage (208 spaces) as a means to encourage development in this area. The Downtown Transportation Center is three blocks from the project site.

Comprehensive Plan		
	Policy 4.2 To facilitate the provision of an adequate supply of various housing types and sizes to accommodate present and future housing needs for all economic groups. Standard Operating Procedure: 4.2 – SOP4 Explore and develop methods to foster participation by private developers in the creation of affordable and workforce housing. (pg. 37)	
	Policy 4.3 To designate on land use maps an adequate supply of buildable land within the urban service area, and particularly along transit corridors, for residential use at densities that can produce affordable housing to all economic groups. (pg. 38)	
	10.1 – IA1: Identify CBJ-owned lands that are suitable to release for development of housing and develop a procedure, by grant, lottery or sale, to convey this land to a residential builder who would produce affordable housing as soon as possible after necessary infrastructure is in place. (pg. 130)	
Land Management Plan	The parcel (Lands ID: 1007) is targeted for disposal. 2014 appraisal: Highest and Best Use of the Site was Mixed Use (MU) with commercial space on the 1st floor and four floors of residential above.	
Juneau Economic Development Plan	Revitalize Downtown Replacement units for Gastineau Apts. New fair market workforce housing - no additional subsidy, investment	Housing opportunity: Residential activity downtown serves a number of important functions. Residents are in the area 24/7, which means more eyes and ears on the streets. This constant presence can foster increased security and a sense of community. It also can increase demand for goods and services from businesses in the city center. Additionally, any increase in available housing units downtown helps abate Juneau’s housing challenges. Pg. 89
	Fair Market Land Sale \$530,000 Fee in-lieu of parking (\$ depends on # of units, design) Adding property tax revenue Job growth & significant overall investment in Juneau	Revenue: Downtown Juneau, especially the Historic District, generates the highest property tax return per acre in the city. Municipal actions that support and encourage private sector development and redevelopment in downtown, and that lease or sell public land to the private sector, will generate the highest rate of property tax revenue for the CBJ (see Appendix A-Juneau Land Consumption, Land Use, and Municipal Revenue). Pg. 90

	Fair market, affordable rental units	Objective 3. Establish a diverse mix of housing units in downtown Juneau’s commercial core, with an emphasis on housing in existing infrastructure. <i>See Housing Initiative</i>
Housing Action Plan	Promote Housing Affordability and Availability	Create a Housing Action Plan New Construction Goals (66 annual, 1980 over 30 years) • Workforce Housing Target • New market-rate rentals Downtown Plan • Establish goal of new housing units • Increase the number of people living downtown • Retail Sales activity downtown • Increased property value and related taxes
Main Street USA		Downtown Business Association new effort to revitalize downtown.

MEMORANDUM

CITY/BOROUGH OF JUNEAU

Manager's Office

155 S. Seward St., Juneau, Alaska 99801

Scott.Ciambor@juneau.org

Voice (907) 586-0220

Fax (907) 586-5385

TO: Rorie Watt, City Manager
Lands Committee

FROM: Scott Ciambor,
Chief Housing Officer



DATE: August 5, 2016

SUBJECT: Recommendation for Negotiated Sale of North Franklin Parking Lot

In July 2016, the City and Borough of Juneau (CBJ) requested letters of interest and applications for a negotiated sale of the North Franklin Parking Lot located at the corner of Franklin and Second Street (across from the Baranof Hotel). In the CBJ Lands Management Plan, the parcel (Lands ID: 1007) is targeted for disposal. A 2014 real estate appraisal values the property at \$530,000 and noted that the *Highest and Best Use of the Site* was Mixed Use (MU) with commercial space on the 1st floor and four floors of residential above.

The CBJ requested letters of interest and completed applications from entities with the experience and capacity to develop a project that meets *Highest and Best Use of the Site*. Sale of the property will be for the appraised value of \$530,000.

Two applications were received by the August 1, 2016 deadline.

- Eagle Rock Ventures LLC ("ERV")
- Verde Infrastructure Partners, Steve Soenksen

Recommendation:

I recommend that the Land's Committee forward a motion of support to the Assembly for the sale of this property to Eagle Rock Ventures LLC for \$530,000, the fair market value of the property.

Eagle Rock Ventures, LLC has significant experience developing multifamily and mixed use projects, primarily in the Seattle area. ERV's application noted the intention to develop the N. Franklin property as indicated in the 2014 real estate appraisal – which would be similar to projects already in their portfolio.

ERV focuses on fair market affordable and workforce housing and has been recognized for Excellence in Affordable and Workforce Housing by the Urban Land Institute. ERV understands the lack of supply of workforce housing and strong demand in Juneau, has

Page 2

the financial track record to complete a project of this scale, and noted a desire to work with good people.

**Negotiated Sale of North Franklin Parking Lot
Letter of Interest & Application Form
Response from Eagle Rock Ventures LLC**

1. PROPERTY INFORMATION

2. APPLICANT IDENTIFICATION

Legal Entity: LLC
 Applicant Name: Eagle Rock Ventures LLC
 Mailing Address: 2621 2nd Ave., #1005, Seattle, WA 98121-3216
 Phone: 206-999-5088
 Fax: 206-374-8298
 Email: scott@eaglerockventures.com
 Applicant's Federal I.D.: 91-2075842

FINANCE PURCHASING DIV
2016 JUL 28 AM 9:18

Eagle Rock Ventures LLC ("ERV") is the parent company. For each project, we set up a separate single-purpose entity that develops and owns the property. We will do the same on this site once we have completed our feasibility and prior to purchasing the property.

3. APPLICANT EXPERIENCE

Eagle Rock Ventures LLC ("ERV") is a real estate investment and development firm founded in 2000 and based in Seattle. We develop and redevelopment all types of real estate with a focus on creating projects that fit three criteria: 1) they need to make financial sense to our investors and lenders who need a reasonable return of and on their financial capital based on the risk; 2) they need to be good for the community, whether that is creating much-needed workforce housing, providing affordable well-located lodging at our hostel, or originating dynamic retail and restaurant spaces; and 3) they must be fun and we want to work with good people.

In the last few years, we have completed seven multifamily projects in Seattle totaling approximately 250 units. Our BASE Capitol Hill project was an Urban Land Institute (ULI) Finalist for the Jack Kemp Excellence in Affordable and Workforce Housing Award (<http://uli.org/awards/base-capitol-hill/>). These workforce housing projects, which are comprised of small studios, are similar to what we envision for this Juneau site.

We have an experienced team at ERV. We also rely on and value talented professionals (e.g., architects, engineers, contractors, consultants, lenders, public employees) to ensure the success of our projects. Key team members at ERV are as follows:

Scott E. Shapiro
Managing Director

Before returning to his home state of Washington from New York, Scott was with Related Urban Development (formerly The Palladium Company) and Related Lodging Group, real estate development affiliates of The Related Companies, L.P. Prior to that, Scott co-founded Cityfeet, a leading online commercial real estate network that was sold to LoopNet.

While in business school, Scott was a financial analyst at MAX Capital Management Corporation, handling real estate acquisitions and financings. He was also a summer associate at Paine Webber Real Estate Securities, providing principal lending and investments for opportunity funds and other real estate clients.

Before attending graduate school, Scott worked in Washington, DC, conducting property management and marketing at The JBG Companies, management and strategic consulting with KPMG, and government affairs and policy analysis with Preston Gates Ellis & Rouvelas Meeds. Scott received his BA with honors in government and American studies from Wesleyan University and his MBA in real estate and finance from Columbia Business School.

Jena Thornton
Managing Director

Jena Thornton is a hospitality expert with over 20 years in the industry. She led the U.S. hotel division of Bentall Kennedy LP (formerly known as Kennedy Associates Real Estate Counsel LP) as a senior vice president, where she served since 2002. During that time she oversaw the acquisition, development, financing, asset management, and disposition of over a billion dollars of hotels. She also oversaw all U.S. real estate dispositions of all property types for the firm.

Prior to that, she was the vice president of acquisitions and business development for Noble House Hotels & Resorts, overseeing the acquisition and financing of a few hundred million dollars of hospitality projects. Previously, she was a development manager at Westin Hotels & Resorts, now part of Starwood Hotels & Resorts. She has also worked for PKF Consulting, IHA, and Hyatt Hotels & Resorts.

Jena, who is a member of Urban Land Institute and sits on its hotel development council, received her BSBA in International Business & Marketing from American University. She is also a LEED AP, which is a U.S Green Building Counsel Accredited Professional.

Teri Towne, CPA
Controller

Teri has been the controller for Eagle Rock Ventures LLC since 2008. Prior to working for ERV, Teri was the controller for The Seneca Real Estate Group from 2002 to 2008 where she managed the cost reporting, budgeting, and cash flow management for many major development projects in the Puget Sound region.

While Teri's background is mainly in real estate development, she was also the controller for Fonte Coffee Roaster from 1999 to 2002, the northwest business manager of Universal Concerts from 1995 to 1999, and assistant controller for KING AM/FM from 1992 to 1995. Teri is a native of Washington State, received a BS in accounting from Central Washington University and is a licensed Certified Public Accountant.

Natalie Gualy
Project Manager

Natalie Gualy has seven years of experience working at architecture firms in the US and China. She worked on an international design team at the United Design Group in Shanghai. While in Shanghai, she worked with various real estate developers designing mixed-use and multi-family properties in China and Taiwan. In the U.S., she has worked for various design firms including the Charleston Civic Design Center in Charleston, SC and Gresham, Smith, and Partners in Nashville, TN. She has led projects ranging from a 500 sf in-house music studio to a 400,000 sf conversion of a shopping mall to a medical office building for Vanderbilt University Medical Center. Within Seattle, Natalie was the project manager of design/development at OneBuild, Inc. where she managed Seattle's first multi-family modular project located on Capitol Hill.

Natalie serves as the Development Representative on the City of Seattle's East Design Review Board. She was selected as a 2011 Runstad Fellow at the University of Washington. Her research explored and analyzed real estate trends, growth management, and urban sustainability in Istanbul, Turkey. She received a BA in architecture at Clemson University and earned a Master of Architecture and Master of Science in Real Estate at the University of Washington, College of Built Environments.

In the last few years, we have developed seven apartment projects in Seattle that are similar to what we would build in Juneau. Here is a brief overview of projects in reverse order of completion:

BASE Ballard

This 42-unit apartment project will open in early August 2016.



Ravenna Court

This 16-unit apartment project opened in July 2016 just north of the University of Washington in the Ravenna neighborhood and will be fully leased by the end of August.



5902

This is a 35-unit apartment project in Ballard that opened in the fall of 2015 and is fully leased.



2418

This 42-unit apartment project in Ballard opened in the summer of 2015 and is fully leased.



Ramiro's Place

This 22-unit apartment project across the street from the Link Light Rail station on Capitol Hill opened in August of 2014 and is fully leased.



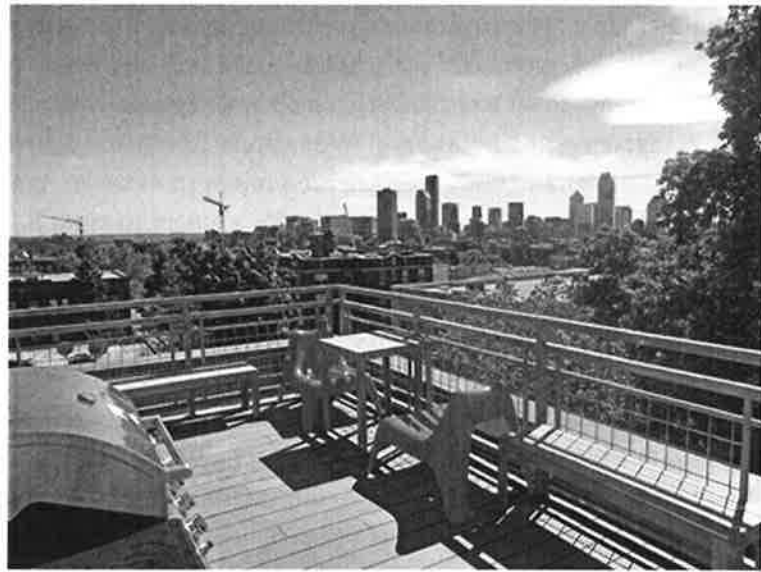
BASE Capitol Hill

This 32-unit apartment project with one restaurant space opened in July of 2014 and is fully leased.



ONEONE6

This 57-unit apartment project on Capitol Hill opened in June of 2013 and is full leased.



For more information on our company, our team members, and our relevant experience, please visit our website at www.eaglerockventures.com.

For additional photos of our apartment projects, please go to our property manager's website at www.karmaresidential.com.

We do propose a mixed-use development. Once selected and prior to acquisition of the site, our new LLC for this project will secure all required licenses in the State of Alaska and appropriate insurance for this project. As we do on all of our projects, we will hire a local licensed, bonded, and insured general contractor to build the project.

4. PURCHASE AND REDEVELOPMENT PROPOSAL

Stated Price: \$530,000

No, we do not own or control an adjacent property.

Type of Redevelopment Proposal: Mixed-Use

Project Narrative:

We envision a mixed-use project on this site with studio apartments on floors two and above, and commercial (e.g., retail/restaurant) space on the first floor and/or live/work units. The residential units will be relatively small but will provide everything one needs to live comfortably, including a private bathroom (with toilet and shower) and an amenity area within the living/sleeping room that will have a sink, refrigerator, and microwave. We typically furnish the apartments with a bed, desk, and chair so as to make it easier and less expensive for a renter to move in. We also typically include the basic utilities in the rent, which again makes it simpler for a tenant to move in. Parking is expensive to build and does not pay for itself so higher apartment rents usually subsidize parking. Therefore, like our other small apartment projects, we will not build parking for this urban project. That will save the tenants rent. Also, this will allow us to get more apartment units on the site, thereby reducing our land costs and soft costs (e.g., architecture & engineering) per unit. Finally, because the units are relatively small, they cost less to build than a larger unit (on a per unit basis), allowing us to charge less rent for the units. For those with limited incomes, all these factors make this type of well-located housing affordable to them. There is a lack of supply of workforce housing but a strong demand in Juneau and other cities across our country. Our apartment buildings stay fully leased. Our tenants are a mixture of working citizens, from people in the service industry to early-career professionals to people new to the region who are looking to land in a safe, clean, affordable and well-located property.

The construction will be wood-frame on the upper floors with perhaps one or two lower floors made from concrete. The exact design will commence once we secure the site and know we can move forward. Since we are long-term holders, we want to develop buildings that both look good (to attract tenants and reflect well on us as developers) and will last. We value good materials and solid construction that will minimize future repairs and maintenance. Our existing seven multifamily properties all carry Built Green certification. We will implement sustainable building design, practices, and materials into this project.

Our financing is a mix of debt and equity. From the equity, it is our own capital plus the capital of our investors (who are friends and family), many of whom have done previous projects with us over the past fifteen years. The majority of the capital will come in the form of debt from a lender. We typically work with the local community banks and anticipate the debt will come from either a lender in Alaska or bank with whom we have worked in Seattle.

5. PUBLIC BENEFIT

Affordable Rental Housing
Market-rate apartments

Describe the public benefits.

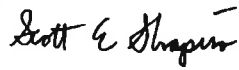
As discussed in section 4, we will provide safe, clean, affordable, and well-located apartments for working people in Juneau. There is strong demand for workforce housing in Juneau, and we plan to meet some of that need with a new supply of quality apartments on this site.

6. SIGNATURE

I, the undersigned, affirm that the information I have provided in this application is true and complete to the best of my knowledge.

I/we, am/are authorized to apply for purchase of property from the City and Borough of Juneau on behalf of the applicant.

By signing and delivery of this application, I/we hereby waive any rights to object to or prevent the disclosure to the public of the contents of the application as it moves along the negotiated sales process.



Signature

Date July 28, 2016

MEMORANDUM

CITY/BOROUGH OF JUNEAU

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

TO: The Assembly Lands Committee

FROM: Dan Bleidorn, Deputy Lands Manager

SUBJECT: Disposal of Lot 3, Renninger Subdivision to the Juneau Housing Trust for less than fair market value

DATE: August 25, 2016

Lands staff has been working with the Juneau Housing Trust, (a member of the Educational Home Build Program partnership), for the disposal of Lot 3, Renninger Subdivision. After receiving a letter of interest, the Lands Committee provided a motion of support at the May 16th 2016 meeting for the Assembly to authorize the Manager to enter into direct negotiations with the Juneau Housing Trust (Trust).

At the August 1st Assembly meeting the City Manager presented a staff report on the status of this disposal and informed the Assembly that this would be moving forward by ordinance after staff finalized the terms of the sale and discussed development concerns with the applicant.

This disposal is for less than fair market value to the Trust. The Trust agrees to work with the University of Alaska Southeast, and the Juneau School District to build single family homes while teaching students in the Educational Home Build Program. In the past, the Trust and the City have worked together but have struggled to find land that is suitable for this program, and affordable at fair market value. The Trust has requested the sale price of \$95,000; which constitutes 50% of the fair market value. The terms of the sale include CBJ financing at 10% for 10 years, with 5% due at signing. The Partnership estimates that this property will serve the educational program for 6 to 8 years.

In order to dispose of this lot at less than fair market value, Title 53 states that the disposal must be for public use:

53.09.270 - Disposals for public use.

(a) Disposal to governmental agency. The lease, sale, or other disposal of municipal land or resources may be made to a state or federal agency for less

than the market value provided the assembly approves the terms and conditions of such disposal by ordinance.

(b) *Disposal to nongovernmental agency.* The sale, lease, or other disposal of City and Borough land or resources may be made to a private, nonprofit corporation at less than the market value provided the disposal is approved by the assembly by ordinance, and the interest in land or resource is to be used solely for the purpose of providing a service to the public which is supplemental to a governmental service or is in lieu of a service which could or should reasonably be provided by the state or the City and Borough.

(c) *The market value,* as determined by the manager, of City and Borough land, interest in land or resources, which is granted to a governmental or nongovernmental agency under this section, shall be set forth in the authorizing ordinance. The City and Borough may require the grantee to provide an appraisal to determine the market value.

Sale of this property for less than fair market value is appropriate because the Educational Partnership is providing an educational program for the construction trades. This is a program that could reasonably be provided by the State or City and Borough.

In 2014 the Assembly approved sale of Lot 2_Block A, South Lena Subdivision to the Educational Partnership for 40% of fair market value. The original request was to sell the lot for 50% of fair market value but when the partnership realized that they would need to install an on lot waste-water disposal system, they asked for the price to be reduced to reflect the additional cost. In this case, the Renninger Subdivision is connected to municipal sewer so the 50% sale price would reflect similar terms as sale of the lot in the Lena Subdivision. Sale of the property should include a reversion clause so that if house construction has not been begun within two years, the property would revert back to the CBJ.

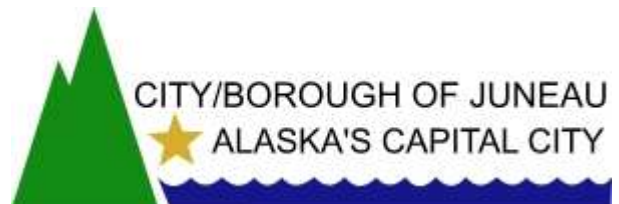
Selling lots at less than fair market value for this program is a change in past practice and policy. Historically the Assembly provided lots at fair market value. An Ordinance for this disposal will be brought before the Assembly for introduction on the September 12th meeting.

Staff Recommendation

Staff recommends the Lands Committee provide a motion of support to the Assembly to dispose of Lot 3, Renninger Subdivision for \$95,000 which represents 50% of fair market value to the Juneau Housing Trust to support the Educational Home Build Partnership.

Attachment 1: Meeting minutes from Lands, Lands & Assembly

Attachment 2: Letter of Interested from group



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

April 25, 2016 5:00 PM
Assembly Chambers

I. ROLL CALL

Kate Troll, Chair, called the meeting to order at 5:00 pm.

Members Present: Chair Kate Troll; Assembly members: Mary Becker, Jerry Nankervis, and Debbie White

Liaisons Present: Christopher Mertl, PRAC; Carl Greene, Planning Commission

Liaisons Absent: Bob Janes, Docks & Harbors

Staff Present: Greg Chaney, Lands Manager; Dan Bleidorn, Deputy Lands Manager; Rachel Friedlander, Lands and Resources Specialist; Scott Ciambor, Chief Housing Officer; Rorie Watt, City Manager; Mila Cosgrove, Deputy City Manager; Beth McKibben, Senior Planner; Bob Bartholomew, Finance Director; Ken Koelsch, Mayor; Jesse Kiehl, Deputy Mayor

II. APPROVAL OF AGENDA

There were no agenda changes.

III. APPROVAL OF MINUTES

A. April 4, 2016

The minutes of the April 4, 2016 Lands Committee meeting were approved.

IV. PUBLIC PARTICIPATION

There was no public participation on non-agenda items.

V. AGENDA TOPICS

A. Staff presentation about Letters of Interest Concerning Proposals to Develop Lots in the Renninger Subdivision

Mr. Chaney introduced Mr. Ciambor and Mr. Bleidorn, and let the committee know that Mr. Ciambor would be addressing the 'housing aspect' concerning the Renninger Subdivision, and that Mr. Chaney would be addressing the 'land aspect' concerning the Renninger Subdivision.

Mr. Chaney briefly went over the characteristics of the Renninger subdivision and announced that four proposals were received as a result of the advertisements placed for letters of interest for developments in the Renninger Subdivision:

- Alaska Housing Development Corporation (AHDC) requested Lots 6 and 7,
- Educational Homebuilding Program requested Lot 3,
- Prama Inc. requested Lot 4,
- Pacific Development Group (PDG) requested Lots 2, 3, and 4,
- There were no requests for Lot 5.

Ms. White asked if wetlands mitigation would be needed for Lot 5 and Mr. Chaney replied that Lands worked with the Army Corps to secure a permit allowing fill for each Lot. Ms.

White then asked how much fill is permissible and Mr. Chaney replied enough to build an 8-plex. Mr. Mertl asked since Lot 5 received no interest, would it be possible to take part of the preservation easement on the northwest corner and go straight up since the eastern portion of the property is the wettest and spongiest, and Mr. Chaney replied the Lot was laid out in its current state due to the anadromous stream, and that it is possible to realign the preservation area if the applicant would be willing to go before the Planning Commission. Mr. Mertl reiterated he was interested in cutting Lot 5 in half, and if that would make the Lot more appealing and Mr. Chaney replied it might, but the Lot hasn't been placed on the market yet so it's uncertain if it will sell. If there is no interest after it's made available to sell for a reasonable amount of time, the layout of the lot can be reevaluated.

Mr. Ciambor then addressed the continuum of housing as related to income levels and definitions concerning affordable housing. Mr. Ciambor then reviewed the results of the grading criteria for Renninger Subdivision letters of interest as outlined in the April 16, 2016 memo he submitted to the Committee of the Whole.

Ms. Becker asked for confirmation that the City would develop the land, water, sewer, site clearing, and everything else and Mr. Chaney replied that the City is developing the subdivision by installing water, sewer, and roads for the subdivision. Mr. Ciambor said that for a complex partnership deal like what is being proposed with PDG, the City evaluated PDG's letter of intent and saw that CBJ would contribute the land and retain ownership, while PDG would bring in private equity from their financiers and their own construction to develop the property over a 30 year period, with the improved property returning to the City at the end of that period.

Mr. Mertl asked if any of these letters of interest best met Juneau's housing needs in terms of the spectrum of housing and Mr. Ciambor replied that there was one more proposal to present, and Mr. Mertl responded it would be fine to wait till the end to answer this question.

Chair Troll stated that if the City would want to proceed with PDG, there would be several steps before things would be finalized, such as a market analysis that the City would share and then become the basis of an MOU. Chair Troll asked with significant development fees, is 15% a normal rate and Mr. Ciambor responded he did not know the answer off hand and that it would be addressed in the MOU. Mr. Ciambor said this is not a standard affordable housing project so he does not have a concept on what percentage this would be since this is closer to a fair market housing deal than affordable housing deal.

Mr. Ciambor then continued to present information regarding the Prama Inc. proposal as outlined in the April 16, 2016 memo he submitted to the Committee of the Whole.

Chair Troll then gave each proposer the opportunity to present any new or additional information that the committee wasn't previously aware of.

Tamara Rowcroft of the AHDC said that AHDC has had a 44 year presence in this area and has partnered with the City in the past when Eaglewood was developed, and would be willing to consider a future relationship similar to this. If the City would be interested in

having AHDC do additional development on this subdivision, AHDC would be interested in negotiating to do that, said Ms. Rowcroft.

Chair Troll then asked if there was anything new Ms. Rowcroft would like to share about the Educational Homebuilding Program and Ms. Rowcroft replied the program really fits the need for affordable housing options in the community and is a great educational opportunity for high school and university students.

Mr. Nankervis asked Ms. Rowcroft what the difference is between Lot 2 and Lot 3 regarding the Homebuilding Program and Ms. Rowcroft replied Lot 3 is desirable because it has no wetlands, lends itself very well to a smaller subdivision of 6-8 homes, and also has preferred soils work results.

Chair Troll then asked if Mark Lewis with PDG had anything additional to share with the committee and Mr. Lewis said he would be happy to answer questions. Mr. Nankervis asked if the real substance for the project would be hashed out in the MOU and Mr. Lewis agreed, and that this was a conceptual proposal to develop a plan to add volume to the workforce housing group at an affordable rate. Mr. Nankervis requested more information on PDG's willingness to be flexible on the selection of Renninger Lots and Mr. Lewis responded that in any partnership you want to be flexible. PDG has a lot of experience working with the Army Corps of Engineers and is willing to put the time in, but PDG would put up an interactive perform, track the costs, and see how those numbers look, said Mr. Lewis. PDG has the expertise to develop Lot 5, said Mr. Lewis, but the group also feels that will be an extra effort requiring a partnership. Ideally, if you want to make an impact on affordable housing, PDG would like to have Lots 2, 3, and 4 and is also happy to work with all interested parties at Renninger, said Mr. Lewis.

Mr. Mertl asked if there is a minimum lot size PDG is looking for, and Mr. Lewis responded PDG would like 90 units to make a dent in the workforce housing program. Chair Troll said PDG expressed an interest in Lots 2, 3, and 4 but PDG would have willingness to work with Lot 5, and if there would be a way to reshape Lot 4 to accommodate the Educational Homebuilding Program and Mr. Lewis responded that he walked the property and that there is flat buildable land at the northern end and that there is a nice frontage available for development of single homes.

In the interest of time, Chair Troll then invited Prama Inc. to present their proposal to the committee.

Mr. Charles Wilson with Prama Home Inc. said the group's interest was to provide housing for seniors, that the group feels comfortable to meet this need with Lot 4 of the Renninger subdivision, and briefly explained the services Prama Home Inc. would like to provide to the community.

Chair Troll asked Mr. Wilson to address the financial viability of the program and that conceptually there is a lot of support for what he is hoping to accomplish. Mr. Wilson said Lori London is working with Prama to solicit grant funds for the \$13 million dollar facility Prama would like to build. The contacts that have been made so far have not been successful since the group needs evidence of support from a primary organization to be

more successful in generating grant funding, said Mr. Wilson. Securing City property such as Renninger Subdivision Lot 4 would be an anchor for the group, said Mr. Wilson, and that Prama would use City financing to afford the property along with financial support from grants.

Ms. White asked Mr. Wilson if he had been able to find similar projects working in other areas and if there were examples and Mr. Wilson responded that he himself is an example of someone becoming successful as the result of the influence senior citizens have had in his life. Mr. Wilson also said that as a trained counselor, it is his intention to work with those seniors who have reservations working with youth to help understand the concept of paying it forward. Mr. Wilson also said it takes a village to improve the relationship between seniors and youth.

Chair Troll said the committee should go through the proposals one by one, and that the most straightforward one would be AHDC's proposal for Lots 6 and 7. Ms. White asked if the group would need to make a motion to go forward and Chair Troll clarified that the motion would be to direct staff to proceed with going through a negotiated agreement with AHDC. Chair Troll then asked if the negotiated sale would come back to the Lands Committee or go before the Assembly, and Mr. Chaney replied that currently before the committee is a concept, and that Lands would fill in the details, which would then go before Lands and then before the full Assembly. Lands would like to get more specificity before taking this before the Assembly, said Mr. Chaney.

The motion was unanimously approved for staff to move forward with the negotiated sale of Lots 6 and 7 with the Alaska Housing Development Corporation and bring it before the Lands Committee for further review.

Chair Troll then addressed the competing interests regarding the other Renninger Lots, and PDG's willingness to work with other groups, and asked the group for a motion. Ms. White then said before a motion was made, she would want to hear from Mr. Fantasia or someone else from the Educational Homebuilding program regarding the use of Lot 2 or 4 for their project. Chair Troll agreed, and said that the Lands Committee could request that any actions come again before the committee but that the committee could go forward with a conceptual approval with the overall development direction.

Justin Fantasia introduced himself as a part of the Juneau Homebuild partnership and Assistant Construction Professor at the University of Alaska Southeast, went over the topographical characteristics of Renninger subdivision, and reaffirmed the program's interest in Lot 3. Chair Troll asked if the group would be open with reevaluating Lot 4 if the committee went forward with PDG and Mr. Fantasia replied that the Homebuild program has been around for 30 years and is not going to stop the program if they're not successful with one area, and may not move forward with Lot 4. Lot 3 would provide the least amount of challenges, said Mr. Fantasia.

Mr. Mertl asked if the organization would be interested in a partnership and if that would be beneficial and Mr. Fantasia said any functioning partnership would be beneficial, that Mr. Lewis with PDG did reach out to the group, and that they have not had a chance to sit down with Mr. Lewis and discuss a potential partnership. Mr. Mertl then asked if an amicable

partnership were to form, would the group consider moving to Lot 2 and Mr. Fantasia reiterated the group wants to stay focused on Lot 3. The soils tests from Lot 3 were favorable, and that any challenges on a small development project like the Homebuild Program could make the project unaffordable. Mr. Chaney then brought up a conversation he had with Ms. Rowcroft asking her if the group would consider different options, and emphasized that any of the other Lots will cost more for the program to develop, and that it would be difficult to ask the group spontaneously if other Lots would suffice. Ms. White asked if the Homebuild Program would use the bottom parts of Lots 2 and 3 and having Lot 4 extend behind them and Mr. Fantasia replied that the backside of Lots 2 and 3 is where it gets quite steep. Mr. Mertl recommended that these two groups- Homebuilder Program and PDG- come up with a resolution on their own accord as an easy way for the committee to move forward. Ms. Becker agreed, and stated she appreciated the Homebuild Program standing firm on Lot 3.

Chair Troll said there is a conceptual approval of trying to move forward with PDG and the Homebuild program for Lots 2, 3, and 4, and that the committee sees merit in the proposals and to accommodate them, and directs staff to accommodate discussions between PDG and the Homebuild program. Mr. Nankervis asked if these items would come back before the Lands committee and Chair Troll confirmed it so. Mr. Chaney then asked how Prama would fit in to the committee's arrangement and Chair Troll responded that from her reading of the letters of interest and staff analysis, Prama is not ready to move forward and its time frame is far out. The two proposals from the Homebuild program and PDG are in a position to move forward, but at this point in time, Prama cannot compete with the more viable projects for Lot 4, said Chair Troll. Mr. Mertl responded that the committee should offer Prama the same amount of time granted to the Homebuild program and PDG. Chair Troll confirmed this and said Prama gets the same courtesy if they act quickly. Mr. Chaney confirmed that at this point, the direction from Lands is to let the three groups try to work something out that is collaborative, and then bring something back to the Lands Committee. Mr. Chaney then asked about the timeframe and Chair Troll responded the next Lands Committee meeting.

VI. STAFF REPORTS

There were no staff reports.

VII. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

There were no committee member/liaison comments.

VIII. ADJOURNMENT

The meeting was adjourned at 6:07 pm.

May 16, 2016 lands Committee Discussion:

V. AGENDA TOPICS

B. Distribution of Lots in Renninger Subdivision for Pacific Development Group, Educational Home Build partnership, and Prama Inc.

Mr. Chaney briefly reviewed each proposer's lot request (s) within Renninger subdivision. As directed by the Lands Committee, Lands staff devised recommendations for the distribution of lots.

Mr. Chaney then reviewed the different allotment options as outlined in the packet materials. Mr. Chaney then directed the Committee's attention to the supplemental materials provided by Prama Inc. and noted that even with these additional materials, he would not change his recommendations. Mr. Chaney then gave two options for staff recommendations:

"If the CBJ agrees to enter into a partnership with the Pacific Development Group, then Option A (as presented in the staff memo) would be the most efficient use of resources."

"If the CBJ determines that the Pacific Development Group's proposal is not appropriate, then allocation of lots within Renninger Subdivision should be reconsidered."

Ms. Becker asked what lot did the Educational Homebuilders Partnership first request and Mr. Chaney replied they have remained committed to Lot 3 all along.

Chair Troll noted that Option A also stresses the need to provide low-cost-or-free gravel in order to make Lot 5 attractive to the Educational Homebuilders Partnership, and pricing it to the same level as Lot 3. Mr. Chaney said for the Lena Subdivision, it was proposed to sell the lot to the Educational Homebuilder Partnership at half price, but the price was reduced to 40% because the Educational Homebuilder Partnership had to build a waste water disposal system. In this case, said Mr. Chaney, all utilities are provided, so using the same logic, if the City would be willing to give Lot 5 for the same price as Lot 3 plus low cost fill, it would be an amazing deal. The advantage of Lot 5 is its large size and that it would extend Educational Homebuild Partnership's development opportunities years into the future, but it would cost more to build there, said Mr. Chaney.

Chair Troll reiterated to the Committee that the decision before them is regarding the allocation of lots within the Renninger Subdivision and that the Committee of the Whole's agenda includes the partnership aspect with Pacific Development Group for discussion.

Mr. Nankervis offered a motion of support for the Assembly to authorize the Manager to enter into direct negotiations with the Educational Homebuild Partnership for the sale of Lot 3 in the Renninger subdivision and requested unanimous consent. Chair Troll asked if there were any objections, and both she and Docks and Harbors liaison Bob Janes objected to the motion (it was later clarified that liaisons do not vote).

Mr. Janes said the Educational Homebuild Partnership prefers Lot 3, and inquired about the implications associated with Lot 2. Mr. Chaney explained they were topography and drainage.

Chair Troll stated the basis of her objection was that single family homes fit better in Lots 2 or 5 rather than being surrounded by multifamily housing. Because there is multifamily housing above Grunening Park, below it would be more appropriate to locate single family dwellings on the edges of the subdivision rather than in the middle. Putting the Educational Homebuild Partnership on Lot 5 would allow for continuous PDG project design. It would provide further benefits by minimizing the cost to PDG and the City. This would also minimize the long term risks for the PDG proposal for PDG & CBJ. There are advantages to Lot 5 and the City could make it attractive for the Educational Homebuild Partnership. Overall it would be better for long term sustainability, said Chair Troll.

Ms. White called forward a representative of the Educational Homebuild Partnership program from the audience. Mr. Justin Fantasia addressed the Committee on the Partnership's thoughts regarding Lot 5. As proposed by the Lands Committee, Lot 5 was of interest, but Mr. Fantasia stated Lot 5 has additional challenges such as wetlands. Although the lot is large, the Corps has only issued a permit for a quarter acre of fill and most of the easily buildable land is restricted by the Corps. The Educational Homebuild Partnership has a clear development strategy for Lot 3, and Mr. Fantasia stated that if Option A is chosen for Renninger, the Educational Homebuild Partnership would do additional research for Lot 5. Mr. Janes asked what percentage of Lot 5 has been approved by the Corps for fill and Mr. Chaney guessed 20%. Mr. Janes said that 20% of Lot 5 isn't too much smaller than Lot 3 and leaves the group a future in creative design and permitting.

Mr. Chaney corrected his earlier estimate and said the Corps has permitted 12,000 square feet of fill for the site, which is smaller than 20%. Ms. Becker asked if the challenges to the Educational Homebuild Partnership are worse, better, or different than it would be for Pacific Development, and would Pacific Development have the same challenges as Lot 5, and Mr. Chaney replied that the Pacific Development project is a different type of development project completely, and that the Educational Homebuild Partnership needs are smaller than the 90 unit development of Pacific Development. Chair Troll asked Mr. Fantasia what the group's preference was between Lot 2 and Lot 5 and Mr. Fantasia said Lot 5 would be of more interest as shown in Option B. Chair Troll then reiterated the motion before the Committee, which was to allocate Lot 3 to the Educational Homebuild Partnership as shown in Option B. Mr. Janes stated that without having walked the lot himself, he really felt that Lot 5 is worthy of strong consideration for what it could bring to the program's future. Ms. White said that Lot 5 only has 12,000 square feet of area to build on, which is less than 10% of the square footage of Lot 3 and that she doesn't think having volunteers and people learning work on wetlands mitigation and drainage issues is a good idea, nor does the Committee know what the Corps is going to do in the future for Lot 5. Ms. White said these reasons are exactly why there is no affordable housing in Juneau. Ms. White also said that the City considering selling these properties for less than what it costs to put in the infrastructure shows why building in Juneau is not affordable. Ms. White then asked how many units were going into Lot 3 and Mr. Fantasia replied 6-8 units and the group has not proposed anything in particular for Lot 5. Ms. White said she is not comfortable putting the students on Lot 5.

Chair Troll directed the Committee to vote on the motion before them, Mr. Greene wished to recuse himself from voting due to conflict of interest, and Mr. Chaney clarified to the Committee that liaisons cannot vote.

Chair Troll- No

Ms. Becker – Yes

Mr. Nankervis- Yes

Ms. White- Yes

Motion passes 3 to 1

August 1, 2016 Assembly Meeting:

X. STAFF REPORTS

A. Juneau Housing Trust Sale of Renninger Lots

Mr. Watt noted that on this agenda there was an ordinance introduced for the sale of lots in Renninger Subdivision to the Alaska Housing Development Corporation. As part of the same request for proposals, CBJ received a request from the Juneau Housing Trust for one of the Renninger lots and staff will work with them on terms of conveyance of the property before bringing back an ordinance. Two items for determination, one is whether it will be for fair market value or not, and if not, what the public purpose would be, and two, they have proposed multiple single family homes to be built on one parcel and that raises questions about whether and how the code can allow that type of shared access. The Assembly will be reviewing a "shared access" ordinance from the Planning Commission soon. He has assigned Chief Housing Officer Scott Ciambor to work with the Trust to ensure the project can be permitted before the sale of the property and conveyance. The first home will not be started until the beginning of the school year in 2017.

JDHS HOUSE BUILD PROGRAM

A COLLABORATION OF JUNEAU HOUSING TRUST,
THE JUNEAU SCHOOL DISTRICT, AND THE
UNIVERSITY OF ALASKA SOUTHEAST

04-14-16

City & Borough of Juneau, Purchasing Division
105 Municipal Way, Room 300
Juneau, AK 99801

Re: Renninger Subdivision Lot 3

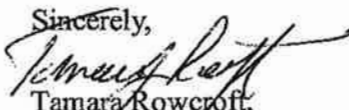
Since its inception in 1973, the Juneau Douglas High School *House Build* Program has provided the community of Juneau with much needed affordable starter homes for young families and middle wage income residents. This kind of housing is urgently needed in our city. This program has long benefitted the community by answering that need, as well as enriching the education of students and providing work development skills as they prepare to graduate from school and enter the Juneau workforce.

The partnership for the *House Build* Program includes, Juneau Housing Trust, the Juneau School District, and the University of Alaska. This group is interested in acquiring Lot 3 of the Renninger Subdivision for future *House Build* Projects. The location of this property is ideal for *House Build* because students from both high schools and UAS can participate in this program for the next 6-8 years. We ask to acquire this property at a reduced price from the city. All of the homes constructed through this program have been sold to local families and property taxes are paid on the full value of the home and property with no exemptions.

The site development and building projects will be managed jointly by the *House Build* partnership. The personnel involved in these projects have extensive experience and have worked with students building houses for many years.

For more information regarding our proposal for this property, please contact Tamara Rowcroft at 907-780-4500, or Justin Fantasia at 796-6132. Thank you for your consideration of our interest in this lot, and of the importance of continuing the *House Build* Program in Juneau.

Sincerely,


Tamara Rowcroft,
Vice President
Juneau Housing Trust


Justin Fantasia
Assistant Professor
UAS


Carin Smolin
Career and Technical
Ed. Coordinator JSD

2016 APR 15 AM 10:46

JUNEAU PURCHASING DIV

DESCRIPTION OF PROPOSED DEVELOPMENT, HOUSING TYPE AND PARKING PLANS

DESCRIPTION OF PROPOSED DEVELOPMENT

The intended housing type for the development on Lot 3 of the Renninger Subdivision will be a cluster of cottage style single family homes. Cost for the land will be excluded from the cost of purchase of these houses through the use of the Land Trust model. It is our plan to use this lot for multiple years of the *House Build* Project, and would result in between 6-8 cottage-style houses built at the rate of one each year. Each house will have parking provided on the site.

HOUSING TYPE

Like the houses being built in the Lena Subdivision, the square footage for the proposed houses will be approximately 800 square feet, single or two story unit with two bedrooms and one bath.

There are currently no small starter houses on the market, and in particular there are no new small homes being built. This type of housing is desperately needed for young families and middle wage workers. The proposed houses will not only be affordable for the initial purchase but will remain affordable permanently under the Housing Trust Model. In addition, these homes are being built with an emphasis on minimizing the monthly utility costs for heating and hot water use, and easy long term maintenance for the homeowners.

The houses will be exceptionally energy efficient with the installation of a high performance thermal enclosure and extremely efficient air-to-air heat exchange heating systems. High quality indoor air is provided with the inclusion of a Heat Recovery Ventilation (HRV) system.

PARKING

Development of Lot 3 into a cluster of house sites will include the necessary allocation of parking space as required by the CBJ land use ordinance, parking provision.

FUNDING SOURCES

FUNDING SOURCES AND STRATEGY

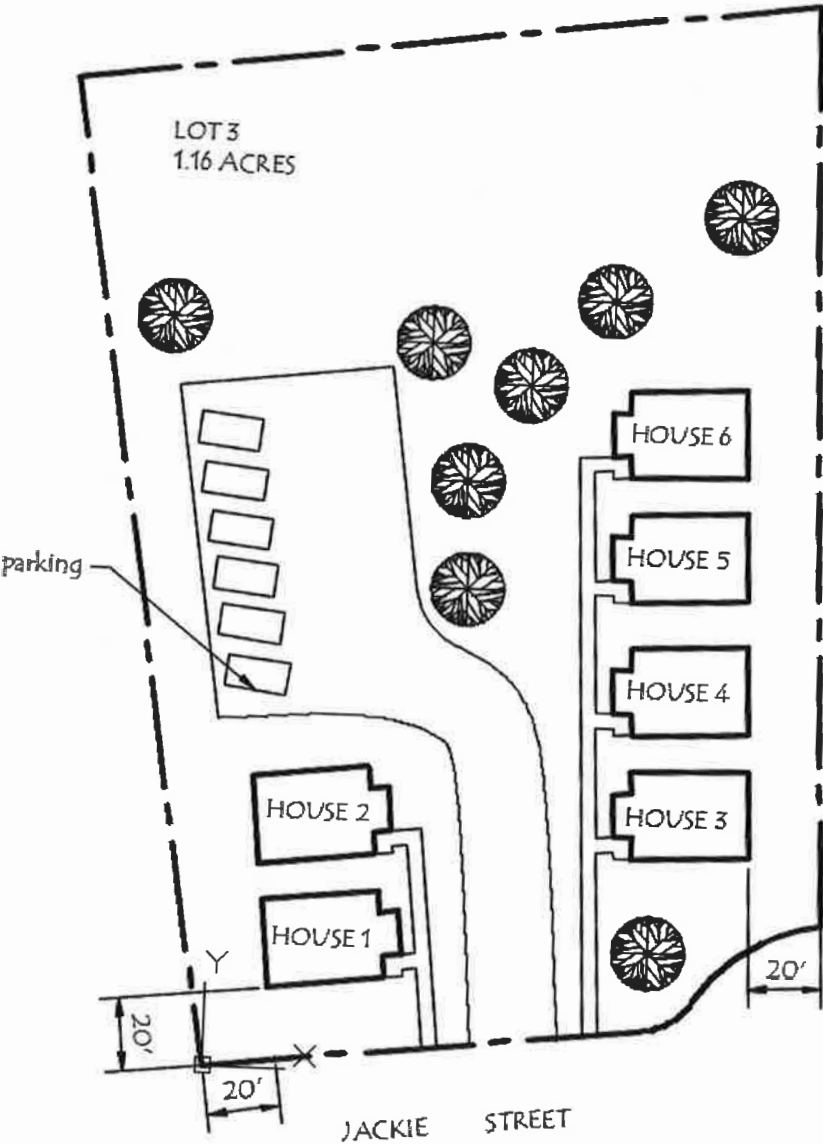
The House Build homes are developed through the Juneau Housing Trust (JHT). The JHT applies for grant funding to purchase the building sites for this program, typically at a reduced price for initial acquisition. This is particularly important in communities like Juneau, where the cost of land and site development is very expensive. The land then becomes a permanent part of the Juneau Housing Trust portfolio of affordable homeownership units. The JHT enters into a land lease with each homeowner for a term of 99 years with a renewal clause of an additional 99 years. This is one of the mechanisms that greatly reduce the sales price of the house and ultimately the monthly mortgage expense for the middle income home buyer, making the house affordable. When the homebuyer is ready to sell and move up to another home the JHT has the option to buy the house back from the homeowner through the resale process, exercising their right of first refusal. Then the JHT works with another income qualifying family, to assist them through the mortgage process, enters into another 99 year land lease and starts the process all over again. Therefore, any grants or discounted property acquisitions continue to benefit local families in perpetuity, as part of a permanently affordable group of homes in our community. Each home pays their share of the property taxes based on the full assessed value of the property, with no exemptions.

The development and construction process is managed jointly by the members of the House Build partnership which include; the Juneau Housing Trust; the Juneau School District; and the University of Alaska Southeast, Construction Technology Department. The personnel involved in these projects have extensive experience and have worked with students building houses for many years.

Key funding sources include grant funding from Alaska Housing Finance Corporation, local lenders, and the sale of the home. All sales proceeds are rolled back into the House Build Program. The majority of the site development and house construction costs are recovered through the sale of the home. The challenge is to fund the acquisition costs of the land, since those costs are not passed onto the middle wage income families in the house sales price, if those costs were included in the sales price it would render the house unaffordable. That is why a combination of grant funds and a reduced sales price on the property is so critical to the success of this program.

CONCEPTUAL DIAGRAMS

Land development concept



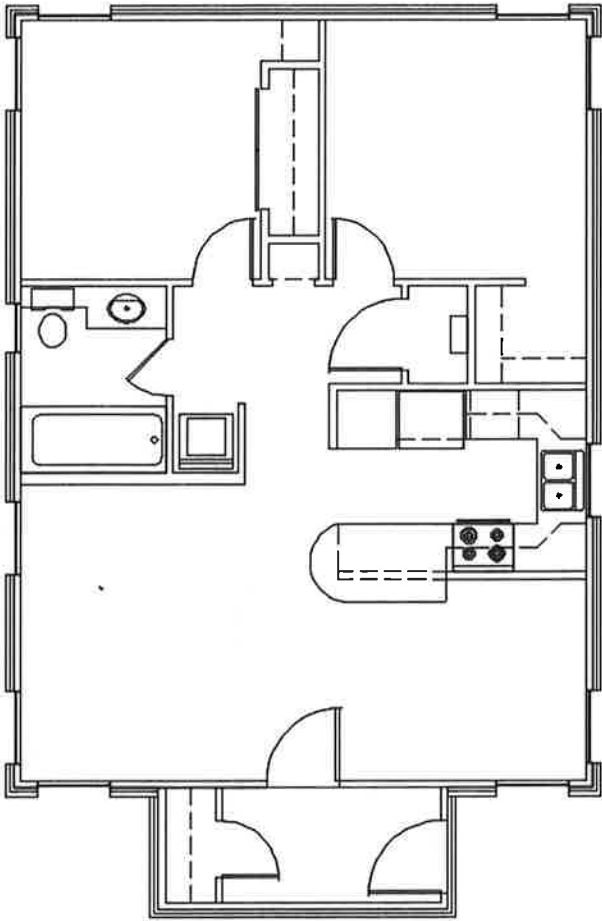
SITE PLAN

SC:

1" = 20'

Draft floor plan and elevation concept - 24'x32'

Two bedrooms & one bath



JUNEAU HOUSE BUILD PARTNERSHIP PORTFOLIO

The House Build project has been an important learning experience in Juneau for over 40 years, dating back to the early 1970's. The current organizational structure came into existence in 2009 and is an admired model of community partnership that addresses two major community needs, affordable homeownership and workforce development. Under the current partnership all of the building sites have been acquired through working with the City and Borough of Juneau, Lands and Resources Department.

COMPLETED PROJECTS

3530 Greenwood Ave: Greenwood Avenue was a market value property designed and built by JDHS students. It marked the return of this great project after nearly a decade of inactivity. The partnerships forged during this project have endured through the present. It was a 1500sqft, two story single family unit with an attached garage (500sqft).



6017 and 6019 Lund Street: Utilizing the CBJ bungalow ordinance we were able to build two bungalow style homes in the pinewood park subdivision. Both homes were designed by JDHS students in the Residential Design class with the mentorship of University of Alaska Southeast faculty. The units are 5-star energy efficient affordable homes.



5821 and 5873 Churchill Way: Our Churchill Way development relieved the city of a blighted property and provided a site to build two bungalow style homes. The plans were an award winning design from a Seattle architect. Both units are 5-star energy efficient affordable homes built for the Juneau Housing Trust.



16200 Lena Loop Road: We are very excited about our current project in Lena Subdivision. In partnership with the Juneau Housing Trust, we are constructing two single story, energy efficient, affordable homes. Designs for these homes were completed by University of Alaska faculty and students. We anticipate our second unit will reach the 6-star energy rating level! We will conduct a side by side comparison between unit 1 with a high efficiency electric boiler and unit 2 with a cutting edge air to air heat exchanger. Nearly fifty high school and university students will have learned and served hands-on during this project.



PARTNER QUALIFICATIONS AND CONTACT INFORMATION

QUALIFICATIONS OF KEY PERSONNEL

Justin Fantasia, Assistant Professor of Construction Technology, University of Alaska Southeast, 2 years.

Justin has led the House Build Project for the past seven years as the Construction Manager and General Contractor. He joined the University of Alaska Southeast in 2014 where he currently teaches in the Construction Technology program and continues to lead university and high school students in the building of affordable housing. Justin is a seventeen year veteran of experiential education, small business owner, licensed contractor, has extensive experience in the nonprofit sector, and was appointed by the governor to work with the Serve Alaska State Commission. Justin holds a BS in Environmental Biology from the University of Massachusetts.

Andy Bullick, Construction, House Build and Metals Instructor, Juneau-Douglas High School, 14 years.

Andy earned a BS in Technical Education from the University of Wisconsin. He has taught technical and trades classes for high school students for 14 years in the Juneau School District, including Metals/Welding classes, Basic Construction, NCCER certifications, and House Build courses. Andy is also a local roofing contractor.

Tamara Rowcroft, Vice President Juneau Housing Trust, 16 years, Executive Director of Alaska Housing Development Corporation, 28 years.

Tamara has over 28 years of experience in management and development of affordable housing properties totaling 136 units. She has worked with the Alaska Housing Development Corporation since 1988, and holds a Certified Manager of Housing designation. In 2004 Tamara was honored as AHMA Northwest, Site Manager of the Year and holds numerous certifications in housing specialization including UPCS Fundamentals Specialist Certification and HCV Housing Quality Standards Specialist Certification. Tamara possesses unparalleled knowledge and skill in the arena of affordable housing in Juneau, and has been a member of the Juneau Housing Trust since 2000 and has participated in 7 House Build Projects.

Carin Smolin, Career and Technical Education Coordinator, Juneau School District, 10 years.

Carin has over 25 years of experience in developing and managing career training programs; 10 years with the Juneau School District where she is responsible for program development and management of all career and technical education programs. She coordinates community and business partnerships and serves as liaison with all house build community partners and UAS, and has provided district support for the past 5 house builds and 2 current (under-construction) house build projects. Carin holds an MAT from the University of Alaska Southeast and a BS in Business Management from the University of Maryland. She also has an Alaska Secondary Teaching Certification in Business.

Robin Gilcrist, Assistant Professor of Construction Technology, University of Alaska Southeast, 8 years.

Robin Gilcrist is an Assistant Professor of Construction Technology at the University of Alaska Southeast, a position held since 2008. In her capacity as Assistant Professor Robin has taught Residential Design Codes and Standards, AutoCAD at beginning and intermediate levels, and a host of other construction related courses. Prior to her work with the university, Robin worked full time as designer/owned of a very successful residential design firm, Interline Design, specializing in durable, energy efficient construction for cold maritime climates. Robin has worked with local high school students for several years on the House Build Program. Robin graduated with a BA from the University of Hawaii and a MEdTech from the University of Alaska Southeast.

David Means, Director of Administrative Services, Juneau School District, 16 years.

A graduate of the University of Oregon, David holds an MS in Accounting and Quantitative Methods and a BS in Mathematics. He was employed at Juneau School District beginning August 2005 as director of administrative services. Part of that position provides financial management oversight of Juneau School District House Build Program, especially purchasing supplies, contracting subs, and accounting. David has successfully completed five houses (Greenwood, Lund Street 1 & 2, Churchill Way 1 & 2)

Stephen F. Sorensen, Board President Juneau Housing Trust, Attorney at Simpson, Tillinghast, Sorensen and Sheehan, PC, 21 years.

Stephen F. Sorensen serves the local and state communities as an attorney at Simpson, Tillinghast, Sorensen & Sheehan, PC. and has a wide range of education and experience. Since moving to Juneau, in 1982 Steven is still active on several Boards of non-profit affordable housing agencies within the community including serving as Board President for the Juneau Housing Trust, the Alaska Housing Development Corporation and Juneau Housing First Collaborative, and Channel View, Inc.

CONTACT INFORMATION FOR HOUSE BUILD PARTNERS

Tamara Rowcroft, Juneau Housing Trust Vice President
ahdc@ptialaska.net 780-4500

Justin Fantasia UAS Construction Manager
jfantasi@uas.alaska.edu 907-796-6132

Carin Smolin, JDHS Career and Technical Education Coordinator
carin.smolin@juneauschools.org 907-523-1877

Timeframe

PROJECTED TIMELINE FOR CONSTRUCTION

Each House Build project will be built in 2 semesters, at the rate of one per year. We anticipate using this lot for 6 to 8 total houses, spanning a corresponding number of school years.

<u>Stage of Construction</u>	<u>Timeframe</u>
Start Development and Site Work	Fall 2016
Begin House #1	January 2017
Complete House #1	December 2017
Begin House #2	January 2018
Complete House#2	December 2018
Begin House #3	January 2019
Complete House #3	December 2019
Begin House #4	January 2020
Complete House#4	December 2020
Begin House #5	January 2021
Complete House #5	December 2021
Begin House #6	January 2022
Complete House #6	December 2022



City and Borough of Juneau
City & Borough Manager's Office
155 South Seward Street
Juneau, Alaska 99801
Telephone: 586-5240 Facsimile: 586-5385

TO: Chair Troll, Assembly Lands Committee

DATE: August 26, 2016

FROM: Rorie Watt, P.E., City Manager

A handwritten signature in black ink, appearing to read "Rorie Watt", written over the printed name.

RE: Parking Issues Update

The COW asked for a number of pieces of information at its meeting on 8/15/16. Attached to this memorandum are:

1. The Fee-In-Lieu of parking ordinance which allows some properties to contribute cash funds instead of providing on-site parking spaces.
2. An update on usage of the Fee-In-Lieu code program: Since 2007, four developments have used the program. So far developers have paid \$135,197 but the total will increase to \$169,360 when the fees are paid off. This represents 21 parking spaces. I would remind the Assembly that the FIL code was passed to help stimulate denser development in the downtown core and was passed in the context of constructing the Downtown Transportation Center Parking garage which has 208 parking spaces. At the time, it was well understood and acknowledged that surface parking lots are a poor use of land in the urbanized core.
3. Ad Hoc Parking Committee – I am working with DBA and the DIG to form an ad hoc committee that will allow better coordination and flexibility on all parking issues.

I would also note that the Willoughby District parking structure report is in the PWFC packet for 8/29/16.

Presented by: The Manager
Introduced: 10/09/2006
Drafted by: J.W. Hartle

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2006-33am

An Ordinance Creating a Fee in Lieu of Parking Program.

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

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

Section 2. Amendment of Section. CBJ 49.40.0210(d)(5) is amended as follows:

49.40.210 Minimum space and dimensional standards for parking and off-street loading.

...

(d) Exceptions.

...

(5) Fee in lieu of parking spaces.

(A) There is adopted the Downtown Fee in Lieu of Parking District Map, dated October 30, 2006, as the same may be amended from time to time by the assembly by ordinance.

(B) Off-street parking for new and existing developments, for any use, may be waived if the requirements of this section are met. The determination of whether these requirements are met shall be made by the Director if the requested waiver is for five or fewer parking spaces, or by the Commission if the requested waiver is for six or more parking spaces.

(C) The property seeking a waiver of the parking requirement must be located within the area shown on the Downtown Fee In Lieu of Parking District Map, and be supported by a finding by the Director or Commission as set forth in CBJ 49.40.210(d)(5)(B), above, that it will not have significant adverse impacts on nearby on-street parking and:

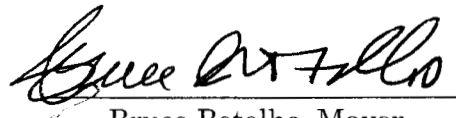
- (i) Vacant on the effective date of this ordinance;
- (ii) Occupied by a building built within the 50 years prior to the date of adoption of this ordinance; or
- (iii) Occupied by a building built more than 50 years prior to the date of adoption of this ordinance, and the Director or Commission, after considering the recommendation of the Historic Resources Advisory Committee, finds that the proposed development does not affect the historical significance, historical attributes, or otherwise compromise the historic integrity of the structure based on the United States Secretary of the Interior's Standards for Rehabilitation.

(D) The applicant shall pay a one-time fee to the City and Borough of \$8,500 per parking space waived under this section. For residential uses, this fee shall be reduced by 50% to \$4,250. This fee shall be adjusted annually by the Finance Department to reflect the changes in the Consumer Price Index for Anchorage as calculated by the State of Alaska, Department of Labor; or the United States Department of Labor, Bureau of Labor Statistics.

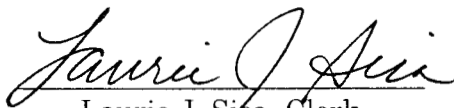
(E) Any fee due and not paid within 45 days after the development obtains Temporary or Permanent occupancy, or, in the case of existing developments, 45 days after the waiver is granted, shall be a lien upon all real property involved in the same manner and with the same priority as special assessments hereunder and shall be subject to penalty and interest as provided for special assessments.

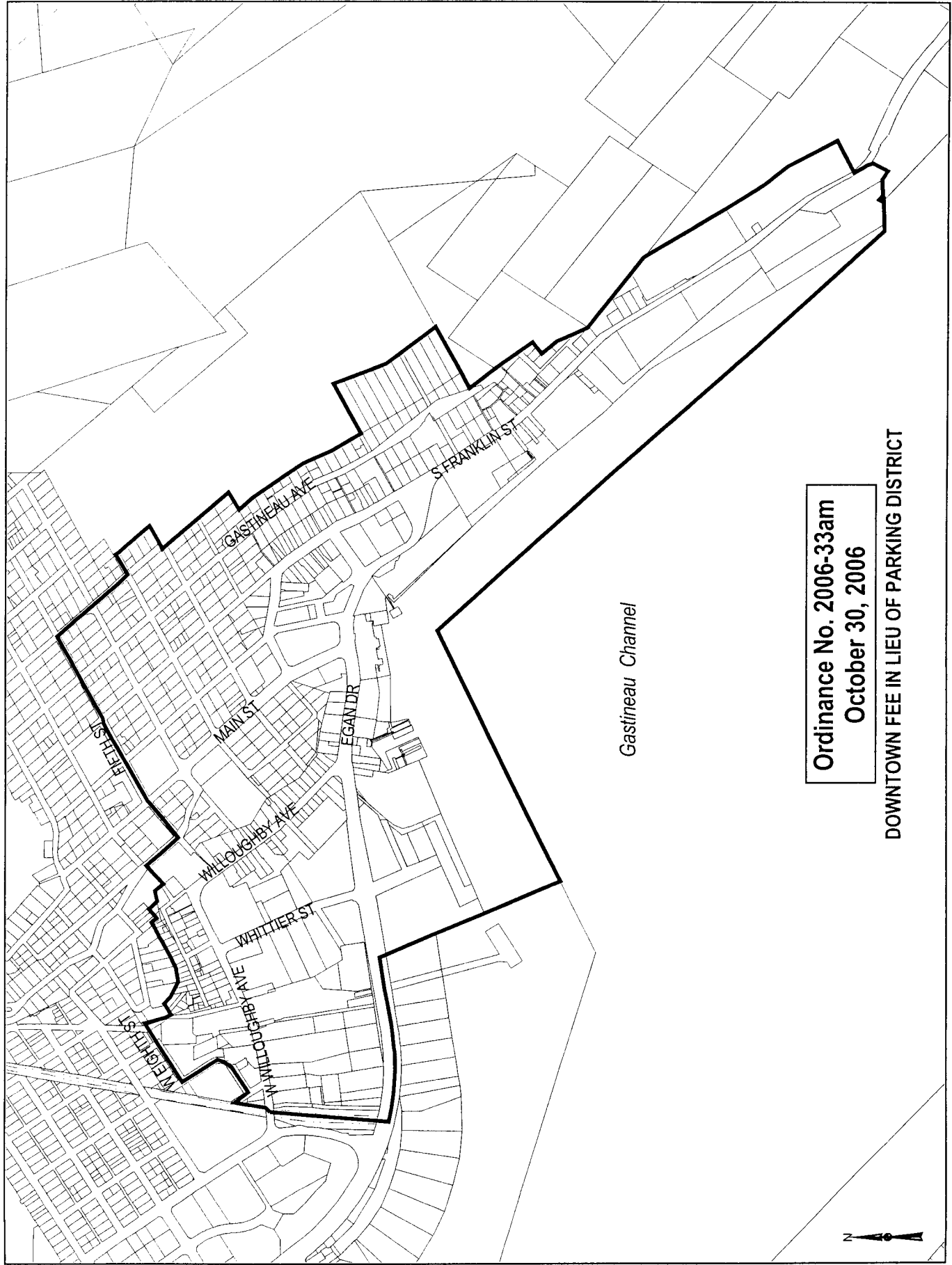
Section 3. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this 30th day of October, 2006.


Bruce Botelho, Mayor

Attest:


Laurie J. Sica, Clerk



Ordinance No. 2006-33am
October 30, 2006

DOWNTOWN FEE IN LIEU OF PARKING DISTRICT

VIII. PUBLIC HEARING

A. Ordinance 2006-33

An Ordinance Creating A Fee In Lieu Of Parking Program.

Administrative Report: Attached. The manager recommended Ordinance 2006-33 be adopted.

Public Comment:

Bradley Fleutsch, 5730 North Douglas Hwy., said he had done some calculations on the value of parking spaces. CBJ charged \$60 per month for a space in the parking garage, and on a 30 year life, at a 7.5 % discount rate, the present value of a parking space in the garage was \$8503. Sealaska did a parking cost survey in 2006. For an exterior parking space, it would range from 40 – 60 per month, for a covered, interior space it would cost \$80 – 125 per month. The low end space would cost in this basis \$5,669, and high end would be \$17, 750. He figured the cost of the city parking lots at \$.50 an hour for full day parking was \$12,282. He said that at the airport, a space there was \$51,729. The current figure of \$8500 was far too low. This issue is open ended. If you need 100 spaces, only sell 100 exemptions, otherwise, there was no guarantee that there would be any parking spaces created with the fees. There has to be an actual parking space created with the fees or there will be problems for taxpayers in the future.

Assembly Action:

MOTION, by Dybdahl, to adopt Ordinance 2006-33.

Mr. Swope said the current ordinance did not have a CPI adjustor in it, and since the sunset clause was removed, he recommended an amendment to provide for an annual CPI adjustment.

MOTION, by Bush, to amend Ordinance 2006-33 to add, “The parking requirements per space shall be adjusted annually by the consumer price index for Anchorage as calculated by the State of Alaska Department of Labor.”

Hearing no objection, the ordinance was amended.

Mayor Botelho asked what assumptions were made in terms of overall cost per parking spot at \$8500.

Mr. Watt said that the \$8500 was not intended to represent the value of a parking space, it was a number a developer could pay for a code reduction. The value of a parking space could be calculated in a number of different ways. The cost of constructing a parking space in a parking garage could be \$40,000 or more. It is a code relaxation. Many existing buildings in the area encompassed by the code have no parking, never paid for any, and only have street use parking. All owners have had different opportunities over time for their requirements of parking. Mr. Fleutsch’s example was good, we used similar logic, and took the net present value of a stream of payments of renting parking spaces at the rock dump, which is a current practice proposed by developers in a variance to parking and the cost to those developers is about \$8500. We propose a similar number. If number in code is not competitive with alternatives available to developers, it will not be an attractive option. A person who gains variance from parking and buys space on the rock dump is not contributing anything useful for parking downtown. The fees could be used for a variety of parking options. A surface parking space downtown was about 300 square feet, with space and circulation room. An uptown land rate is about \$50 per square foot. So a value of gravel parking space is about \$15,000 – so the fee is about half of a gravel space. For residential reduction, there seems to be a desire for more affordable housing which could be rental

apartments. Contractors in town say cost of land and construction prohibit construction of apartments, and this is an incentive for second floor housing above retail buildings. The cost of parking is prohibiting further construction of housing downtown. This was the rationale we used in proposing these numbers.

Mr. Doll asked if it was true that the spaces on the rock dump were rarely used. The users parked elsewhere downtown. Mr. Watt said that was their observation and that took away the property from other commercial/industrial uses.

Mr. Sanford said he was on the Planning Commission when this was discussed, the topic was not new, and it was needed. If we find the fee is not high enough, we can change it in a year.

Hearing no objection, Ordinance 2006-33 was adopted as amended.

B. Ordinance 2006-11(K)

An Ordinance Appropriating To The Manager The Sum Of \$348,855 For The Three Homeland Security Grants For Equipment, Training, And Exercises, Funding Provided By The Alaska Department Of Military And Veteran's Affairs.

Administrative Report: Attached. The manager recommended Ordinance 2006-11(K) be adopted.

Public Comment: None.

Assembly Action:

MOTION, by Anderson, to adopt Ordinance 2006-11(K), and he asked for unanimous consent. Hearing no objection, Ordinance 2006-11(K) was adopted.

C. Ordinance 2006-11(L)

An Ordinance Appropriating To The Manager The Sum Of \$10,131 As Funding For Historic Buildings At The Alaska Juneau Gold Mining Company In Last Chance Basin, Funding Provided By The Alaska Department Of Natural Resources.

Administrative Report: Attached. The manager recommended Ordinance 2006-11(L) be adopted.

Public Comment: None.

Assembly Action:

MOTION, by Stone, to adopt Ordinance 2006-11(L), and he asked for unanimous consent.

Mr. Doll said he was told that these funds were only scratching the surface. He suggested to the manager that this might be an appropriate use of passenger fee funds.

Hearing no objection, Ordinance 2006-11(L) was adopted.

D. Ordinance 2006-11(M)

An Ordinance Transferring The Sum Of \$15,000 To The Juneau International Airport To Fund A Marketing Study, Funding Provided By The General Fund.

Administrative Report: Attached. The manager recommended Ordinance 2006-11(M) be adopted.

Public Comment: None.