

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

March 23, 2015, 5:00 PM.

Assembly Chambers

I. ROLL CALL

II. APPROVAL OF AGENDA

III. APPROVAL OF MINUTES

A. March 2, 2015

IV. PUBLIC PARTICIPATION

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

V. AGENDA TOPICS

A. Southeast Alaska Foodbank Lease Amendment

B. Driveway Easement Across CBJ Lands/North Douglas Island

C. Memorandum of Agreement between Goldbelt, Inc. and the City and Borough of Juneau
Pertaining to the Extension of the West Douglas Highway

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

March 2, 2015

ATTACHMENTS:

Description	Upload Date	Type
☐ March 2, 2015 Minutes	3/19/2015	Minutes

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

March 2, 2015, 5:00 PM.
Assembly Chambers

I. ROLL CALL

Jesse Kiehl called the meeting to order at 5:00pm.

Members Present: Mary Becker; Jesse Kiehl; Jerry Nankervis

Members Absent: Kate Troll

Liaisons Present: Bill Peters, Planning Commission; Mike Peterson, Docks & Harbors Board

Staff Present: Greg Chaney, Lands Manager; Rob Palmer, Assistant Municipal Attorney; Rorie Watt, Engineering and Public Works Director; Laurie Sica, City Clerk; Laura Boyce, Senior Planner; Beth McKibben, Planning Manager; Hal Hart, CDD Director; Rob Steedle, Deputy City Manager; Amy Mead, City Attorney; Bob Bartholomew, Finance Director

II. APPROVAL OF AGENDA

There were no agenda changes.

III. APPROVAL OF MINUTES

A. February 9, 2015

The minutes of the February 9, 2015 Lands Committee were approved.

IV. PUBLIC PARTICIPATION

Mr. Mike Peterson stepped away from the dias to speak outside of his representation for the Docks and Harbors Board. He asked to have a determination on whether the access to the property in Hidden Valley was a road or a trail. He suggested that the applicant tear out road, put in a path and have ATV access like Tenekee or Tee Harbor, or create a new designation that is not remote and remote or hold your nose and provide a 16 foot width access trail to the property.

V. AGENDA TOPICS

A. Continued Discussion on Ordinance 2015-02; An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Remote Subdivisions Area Map for Hidden Valley Tract B, Located in the Upper Lemon Creek Valley, from "Not Remote" to Remote.

Laura Boyce, Planning Commission, provided a presentation to the committee.

Two issues were discussed concerning the proposed subdivision - should the property be classified as remote or not remote, and how the property could be subdivided under current subdivisions standards.

Ms. Boyce read from 49.15.460(5)(A) concerning the access requirement for a remote subdivision. She showed the requirements for remote subdivisions comparing rural remote versus rural / not remote (what current subdivision is).

Mr. Nankervis - private sewer is septic tank/leach field - yes. He asked for a reason for her presenting the option for a remote subdivision versus a rural subdivision. She said this outlined the subdivision requirements for the current designations and if it were designated remote.

Mr. Peters - when this came before the Planning Commission - it was determined that this is currently a trail, not a road, as developed, and for future development, there will be a discussion about further

requirements.

Mr. Nankervis said the currently required minimum road width of 28 feet was very wide and he thought that may be excessive for what was needed, but this does determine that the "road" there now is not a road.

Mr. Kiehl - Willoughby right of way - is that 28' wide? Mr. Chaney - 24 feet would be for two cars driving in two directions.

Mr. Watt said the land use code had a one size fits all approach to street standards and 28 feet was envisioned for two cars and parking. Drivable surface plus shoulders - two 10 foot lanes with 2 foot shoulders. He was not aware of a subdivision that was built outside the urban service area in his time at CBJ.

Ms. Becker asked if there was a definition of an official road in CBJ. It seemed like there were a lot of numbers. Mr. Watt said there were the land use code definition and a companion drawing in engineering standards - detailing a rural subdivision roadway.

Mr. Nankervis said that it is likely that a road for a rural subdivision hasn't been constructed because he thought the minimum was oversized.

Mr. Kiehl said if you can drive to a lot you can build a lot more than a cabin, and there could be up to 23 different owners interested in running water and building a road later on. It seems like a remote subdivision would be an ATV access way. There should be a memo stating that they are not interested in future services, or the developer should establish covenants that there would never be a call for future services. Mr. Kiehl said that people would eventually want services. He asked Mr. Palmer if he was satisfied that some representation that urban services would not be needed in a future subdivision.

Mr. Palmer said the covenants that were provided by the landowner were in the packet, whether that is enough, he was not sure. He referred to Bonnie Brae, which had covenants, and eventually those neighbors asked for city services.

Ms. Becker asked if the Bonnie Brae covenants protected the CBJ from having to pay for the services. Mr. Palmer - Bonnie Brae wasn't in this situation. They came to the City for help so they didn't have to pay an exorbitant cost to repair the community sewer system. Mr. Watt - spoke about the Bonnie Brae situation. Their discharge permit was expiring and DEC agreed to extend it if they could hook up to municipal sewer within a certain amount of time. Because of the location, the density, and nearness of other neighbors, it was unavoidable for CBJ to take over the system. Mr. Palmer - 49.15.460(5)(A) - asked to correct a response he had to the Assembly before. I have been corrected, the current code does have this code regarding whether lots have to front on navigable water. My response was no, but I've been corrected, that it does have to front on navigable water. If the Assembly approves this ordinance, we will look at a text amendment to change this provision.

Ms. Becker asked if current remote locations not on an island where there is 30 feet on navigable water. Ms. Boyce said that some of the properties were deemed remote because they have significant access to the water.

Mr. Palmer - explained the remote subdivision map - what is remote and not remote.

Mr. Kiehl - what recommendation to forward to the full Assembly? - whether to recommend that this map amendment go forward or not and if there should be any code changes. I can't buy the trail argument if a truck can drive it. We could call it remote even if there is a 24 foot driving service. I am concerned about a remote subdivision passed significant industrial use and I have a hard time believing that there won't be several homes up there and full time residents driving to work, which will lead to a request for services eventually. We should clarify this code to ensure people don't have to wait this long for a designation.

Mr. Peters said this trail would not allow a fire truck to access the property, so it is "remote." When the Planning Commission reviewed this, we reviewed it as a trail and not a road.

Mr. Nankervis - referred to the proposed subdivision covenants declaration - it speaks to a length of 25 years, but that it can be modified any time after 3 years, so this appears to be only a three year plan. Mr. Nankervis referred to fire trucks accessing Gastineau Avenue property which was undersized for current road standards and said that fire trucks have a reverse gear to enable them to back out. This road seems to have been installed without permission, we asked where people would park their cars if they were to park to take a trail up to their property. He said he had too many concerns to make a thumbs up recommendation.

Ms. Becker said she thought it was a neat idea, the Planning Commission made recommendations, and not sure what the next steps would be - if not designating it a road with covenants is not enough, she's not sure what would be enough.

MOTION, by Becker to forward the measure as proposed by the Planning Commission.

Mr. Kiehl said that property is within 5 minutes drive from Costco, after the first fire or heart attack, the road would be widened to city standards, so he was a no vote.

Mr. Nankervis was not supportive of the proposed remote subdivision, but supported moving it to the full assembly for further discussion.

MOTION, by Becker - to accept the proposal and send it to the full assembly.
Roll call

Aye: Becker, Nankervis

Nay: Kiehl

Motion passed, 2 ayes, 1 nay.

B. Lands Fund Overview

Mr. Chaney spoke about the Lands Fund, including the lands fund code. We are supposed to dispose of land with a purpose. Proceeds from sales go into the fund, and all costs associated with sale or acquisition come from the fund and are intended to be used to manage CBJ property. The Lands Division is self-funded - everyone who works in the division is funded by the lands fund. We also pay for help from engineering with managing the rock quarry. We were projected to bring in \$540,000 from gravel and rock sales, leases and easements, and a shortfall was projected in FY15. However, the costs were below budget and revenues were above projected, partly due to large amount of rock sales, the Lena Land sale. The projection for FY16 is back to showing a loss due to the economy, and other factors. We have long time frames to work out a return on investment. The Lena Subdivision was started over ten years ago and we realized funds this year from that. In FY14 there was \$2.9 million, FY15 projected was \$2.6 million, and FY15 actual is \$3.3 million in the Lands Fund. FY16 is projected to have \$2.9 million. We need several years of cushion to operate at a loss for a few years to get disposals online. If we wait until the economy is good to start planning a land disposal, we will be behind the curve.

Mr. Kiehl - significant increase for expenditures from FY15 actuals to FY16 budget. Mr. Chaney said the scales at the gravel pits need to be replaced and putting in a new electronic ticketing system.

Mr. Peterson - moving into a new generation of scales at the pits and quarries would be a good idea.

C. Tom Mattice, Emergency Program Coordinator, will provide a presentation concerning evaluation of grant options for riverbank stabilization and flood mitigation

Mr. Kiehl apologized that the time had gone too long and the issue was put forward to a future meeting.

VI. STAFF REPORTS

There were no staff reports.

VII. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

There were no committee member or liaison comments.

VIII. ADJOURNMENT

The meeting adjourned at 5:53 p.m.

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

Southeast Alaska Foodbank Lease Amendment

ATTACHMENTS:

Description	Upload Date	Type
☐ Memo from Dan Bleidorn	3/19/2015	Cover Memo
☐ Foodbank Proposal	3/19/2015	Exhibit

MEMORANDUM

CITY/BOROUGH OF JUNEAU

Lands and Resources Office
155 S. Seward St., Juneau, Alaska 99801
Dan.Bleidorn@ci.juneau.ak.us

Voice (907) 586-5252

TO: Assembly Lands Committee

FROM: Dan Bleidorn
Deputy Lands Manager 

SUBJECT: Southeast Alaska Food Bank Lease Amendment

DATE: January 20th 2015

Since 2005 the Southeast Alaska Food Bank has leased a fraction of U.S. Survey 1041, comprising .25 acres more or less, located at the end of Crazy Horse Drive in the Mendenhall Valley. The leased area is utilized by the Food Bank for the sole purpose of operating a non-profit food warehouse to serve those in need. The lease, entered into pursuant to the authority granted by Resolution No. 2098 and that of CBJ 53.20.020 is set to expire in 2030. The lease rate is set at \$1.00 per year, which was paid in full at signing.

The Southeast Alaska Food Bank located at 10020 Crazy Horse Drive is looking to expand their operation in order to meet rising demand for their services. Specifically their request is to expand their current leased area from 0.25 acres to 0.50 acres. The existing facility no longer meets the needs of the organization and community. An expanded lease area will allow the Food Bank to expand their operation to meet the growing supply and demand for free and reduced cost food. The proposed Food Bank expansion includes expanding their current warehouse to the north and extending the parking area to accommodate for future traffic.

The Food Bank will be required to complete all building permit applications and work to insure that all requirements to expand the facility are met. The Southeast Alaska Food Bank will also be responsible for obtaining a wetlands fill permit from the Corp of Engineers if needed.

Recommendation:

The Lands Committee forward a motion of support to the Assembly to adopt an ordinance authorizing the conveyance of a lease to the Southeast Alaska Food Bank in order to expand the leased area from 0.25 to 0.50 acres to meet current and future demands of this facility.



January 9, 2015

Greg Chaney, Lands and Resources Manager
Division of Lands and Resources
City and Borough of Juneau
155 S Seward Street
Juneau, Alaska 99801

SUBJECT: Southeast Alaska Food Bank Lease Lot Proposal

Dear Mr. Chaney,

Thank you for meeting with me to discuss the expansion of the City and Borough of Juneau lease with the Southeast Alaska Food Bank. Attached you will find a proposal from Sheinberg Associates on behalf of the Southeast Alaska Food Bank to expand its lease lot at 10020 Crazy Horse Drive to accommodate a new warehouse building for food storage and distribution and an expanded parking area to meet the growing supply and demand for free and reduced cost food resources. Materials submitted in support include the purpose and scale of the proposed expansion, a site plan, and the original lease language and resolution.

If you have any question about these materials please do not hesitate to contact me. Thank you for your consideration. The Southeast Alaska Food Bank hopes to move forward with a modified lease as expediently as possible. I look forward to hearing from you about the schedule for review and action.

Regards,

Sarah Bronstein, Community Planner
SHEINBERG ASSOCIATES

Attachment

Southeast Alaska Food Bank Lease Lot Proposal

Attachments

Attachment A: Survey of Lease Lot with existing building

Attachment B: Site Plan with proposed lease lot expansion and new building

Attachment C: Southeast Alaska Food Bank Land Lease (2005)

Introduction

The Southeast Alaska Food Bank seeks to expand its 0.25 acre lease lot at 10020 Crazy Horse Drive in order to accommodate the construction of a storage warehouse on the north side of their existing building, and the extension of its parking area to accommodate existing and future traffic. This new building and parking lot will require an additional 0.25 acres of land, bringing the total size of the modified lease lot to 0.5 acres.

Aerial Site Map



The current lease lot for the Food Bank is a 0.25 acre portion of a 31 acre parcel (USS No. 1041 above) at the end of Crazy Horse Drive, off of Industrial Boulevard.

Background

The Southeast Alaska Food Bank collects surplus and unmarketable food and redistributes it to individuals, as well as 25 to 30 agencies, soup kitchens, and food pantries throughout the region. Partner organizations and agencies pick up supplies from the Food Bank on Monday through Friday, and the Food Bank is open to individuals on Saturdays. In 2014, the Food Bank distributed 300,000 pounds of food, up from 258,000 pounds in 2013.

A typical Saturday is like this week; on January 9 the Food Bank documented distribution of 5,050 pounds of free food to approximately 90 people, an average of over 56 pounds per person. On its Facebook page, the Food Bank noted, “This day there was a large amount of dairy items and bananas so that everyone who came by was able to pick up enough food to help get them through the next week or so.”

The Southeast Alaska Food Bank operates out of a warehouse at 10020 Crazy Horse Drive. The existing building sits on a City and Borough of Juneau (CBJ)-owned 0.25 acre lease lot accessed via Curtis Avenue (Attachment A). The lease lot is a fraction of a larger CBJ-owned lot totaling 31 acres. The lease lot was approved by CBJ Assembly Resolution in 2001. The current lease was signed and notarized in 2005 for a 25 year term (Attachment C).

The existing facility no longer meets the needs of the organization and community. The current building, at 1,150 ft² (23' x 50'), contains 4 freezers, 2 refrigerators and shelving for non-perishable items, with minimal aisle space and overflow storage areas. As the Food Bank's reach and activities have increased, the organization has struggled to manage the volume of goods donated by local sources. With limited freezer and refrigerator space, staff is sometimes forced to discard meat and other perishable items that cannot be immediately used by agencies or taken by individuals. Additionally, the parking area that serves volunteers and clients, as well as large pick-up and delivery vehicles, is crowded at peak periods. On Saturdays when the Food Bank is open to the public, there is not enough shelving room for all of the food, nor hallway space for the 50 to 100 clients who routinely come to receive groceries for the week.

Proposal

To resolve space constraints and better serve the community, the Southeast Alaska Food Bank proposes to expand its existing building and parking lot to the north. To accommodate growing

Partner Agencies

AWARE Shelter
Boys and Girls Club of Juneau
Catholic Community Services
Dreams, Inc.
Echo Ranch Bible Camp
Gastineau Human Services
Glacier Valley Baptist Church
Gold Creek Child Care
Juneau Adventist Community Services
Juneau Alliance of Mental Health, Inc.
Juneau Christian Center/Bethel Christian
Juneau Friends Meeting Church
Juneau Unitarian Universalist Fellowship
Juneau Youth Services
NAMI of Juneau/Polaris House
Northern Lights United Church
REACH
Resurrection Lutheran Church
SAGA
Salvation Army of Angoon
Salvation Army of Juneau
SIMS Foster Group Home
SAIL/ORCA
St. Brendan's Episcopal Church
St. Vincent de Paul
The Glory Hole
Zach Gordon Youth Center

demand for the organization's services, the Food Bank Board of Directors desires to construct a 1,840 square foot (23' x 80') storage facility and office space on the north side of the existing building. The parking lot would also be extended northward in front of the new building. The site would continue to operate as a food bank, with no change in day-to-day use or services provided on site.

This expansion will require a re-negotiation of the lease with an expanded lease lot area. The existing building lies approximately 20 feet from the rear lease lot line. There is ample room for expansion as the currently leased area is a small part of the larger 31 acre parcel (US Survey No. 1041), and the northern lot line of the larger parcel is roughly 350+ feet beyond the current leased lot boundary. The lot line of the parcel immediately to the east of the Food Bank lease lot angles slightly to the northwest, but does not infringe upon the desired lease lot expansion.

The current lease lot area is approximately a quarter of an acre. The Southeast Alaska Food Bank proposes to increase the size of the lot to approximately 0.5 acres, as shown in the attached site plan (Attachment B).

According to the current lease, which was negotiated in 2005, "the lease may be modified only by an agreement in writing by all parties in interest." In initial communications, the CBJ Lands and Resources Department has indicated that modifying the existing lease would be the most expeditious means to obtain a larger lease lot. Whether by this method or through the negotiation of a new lease agreement, the Food Bank would like to pursue the expanded lease lot as quickly as is reasonable.

Conclusion

The Southeast Alaska Food Bank plays a critical role in providing food to poor and homeless residents in Juneau and the region. Many households and local philanthropic organizations rely upon the food they receive from the Food Bank. The Food Bank, in turn, has benefitted from the use of the city-owned site at 10020 Crazy Horse Avenue. By agreeing to an expanded lease lot, the City and Borough of Juneau can enable the Southeast Alaska Food Bank to better meet the needs of poor households and service agencies throughout the region for years to come.



The limited refrigerator and cooler space at the Southeast Alaska Food Bank's current facility sometimes necessitates throwing out food that can't be immediately used by clients or partner agencies.



REMAINDER
CITY & BOROUGH OF JUNEAU PROPERTY
FR. U.S. SURVEY No. 1041

MENDENHALL VALLEY INDUSTRIAL
PARK No. 2
TRACT 1, PARCEL 2

LOT 1
MASON INDUSTRIAL PARK

5/8" REBAR W/
PLASTIC CAP MARKED:
TNA 7712-S (TYP.)

Existing
GRAVEL PAD

N76°26'00"E - 142.82

FLOW

LEASE LOT 'A'
FR. U.S. SURVEY No. 1041

PROPOSED
BUILDING

EXISTING
DITCH

EXISTING
FENCE

EXISTING GATE TO REMAIN

CURTIS AVENUE

EXISTING GRAVEL
ROAD

LOT 4, BLOCK D
SHERWOOD ESTATES

NOTES

- 1) All distances are measured in U.S. Survey Feet.
- 2) Subject to easements and restrictions of record.
- 3) Boundary dimensions are based on record information from the official plat of Sherwood Estates, dated April 21, 1969, by Toner & Nordling.
- 4) Water and sanitary service not provided by Public Utilities.

BASIS OF BEARING

The Basis of Bearing for this plat is the record bearing of S00°04'30"W, between C3 U.S.S. 1041, a chiseled 'X' in stone monument and the original Toner & Nordling brass cap monument which marks the centerline of Curtis Avenue, as shown.

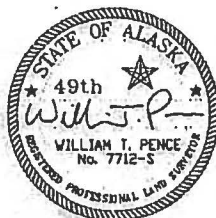
APPLICANT
SOUTHEAST ALASKA FOOD BANK

REVISED 7-8-01 (MOVED BLDG. LOCATION) *WJP*

SITE PLAN LEASE LOT 'A' FR. U.S. SURVEY No. 1041 JUNEAU RECORDING DISTRICT, JUNEAU, ALASKA			
TONER-NORDLING & ASSOCIATES INC CIVIL ENGINEERING-LAND SURVEYING-CONSTRUCTION ADMINISTRATION 5368 COMMERCIAL BOULEVARD JUNEAU ALASKA 99801 907-780-3633			
SCALE: 1"= 30'	DATE: July 2001	PROJECT NO: 01-3714	SHEET NO: 1 OF 1

SURVEYOR'S CERTIFICATE

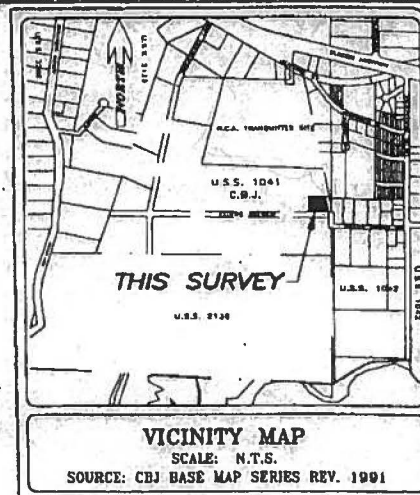
I hereby certify that I am properly registered and licensed to practice land surveying in the state of Alaska and that this plat represents a survey made by me or under my direct supervision, and the monuments shown hereon actually exist as described, and that all dimensions and other details are correct.



FOUND 3" TONER-NORDLING
BRASS CAP MONUMENT
2.5' BELOW GROUND

FOUND 3" TONER-NORDLING
BRASS CAP MONUMENT
2.5' BELOW GROUND

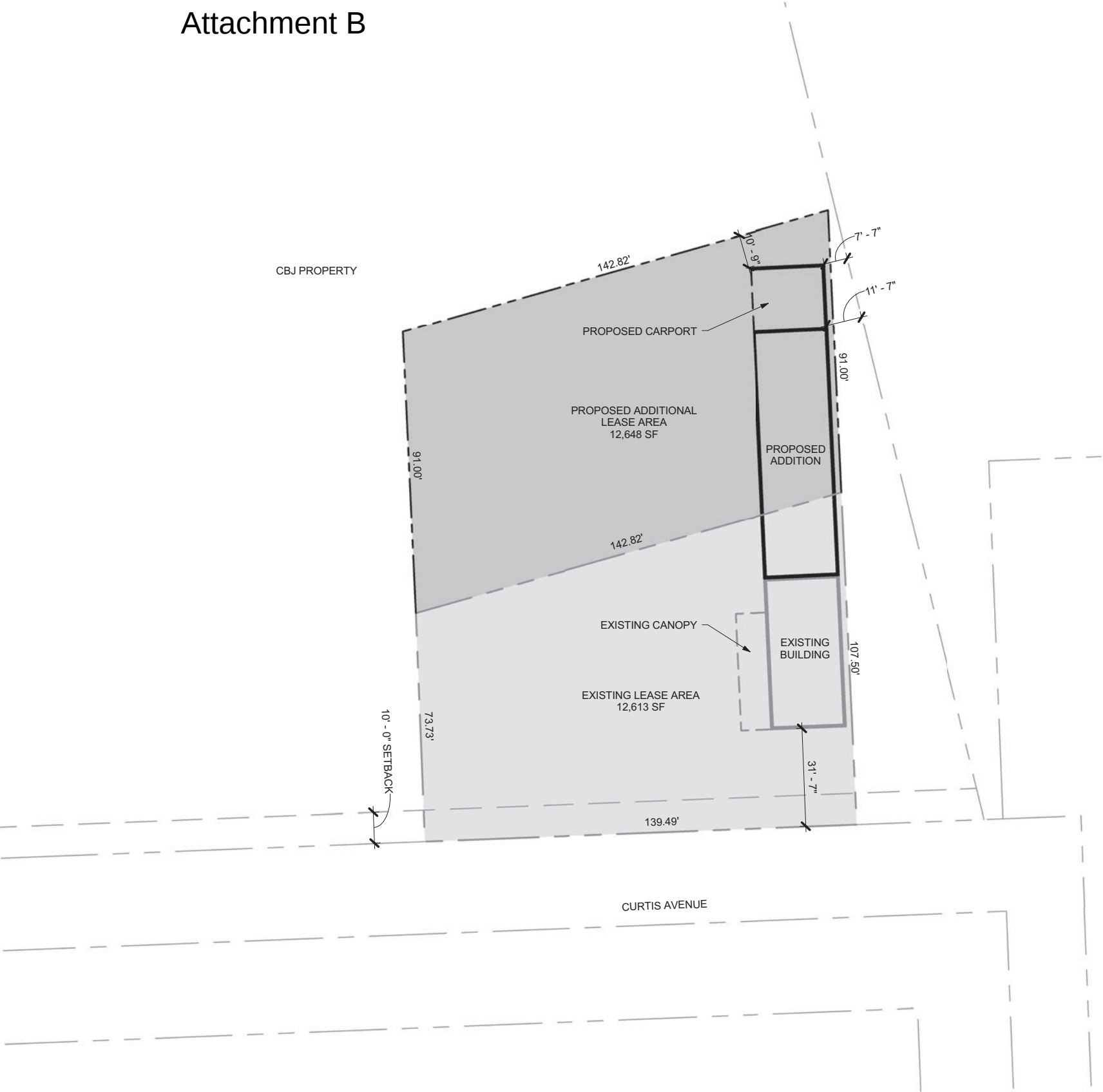
FOUND STONE MONUMENT
W/ CHISELED 'X'. C3, USS 1041



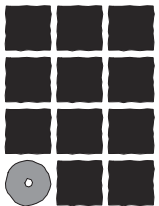
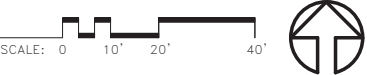
BOOK 0572 PAGE 825

EXHIBIT A

Attachment A



1 SITE PLAN



**Jensen
Yorba
Lott
Inc.**

522 West 10th Street
Juneau, Alaska 99801
Phone 907-586-1070
Fax 907-586-3959
jensenyorbalott.com

SE Alaska Food Bank
Storage Building Addition
Juneau, Alaska

PERMIT

REVISIONS
△
△
△

SHEET TITLE
SITE PLAN

DATE: January 5, 2015
FILE: 14037

A101

**LAND LEASE
SOUTHEAST ALASKA FOOD BANK**

PART I. PARTIES. This lease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "City", and Southeast Alaska Food Bank, an Alaska non-profit corporation, hereafter "Lessee".

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

City:

Attn: Steve Gilbertson, CBJ Lands-Resources Manager
City and Borough of Juneau
155 S. Seward Street
Juneau, AK 99801
Phone: (907) 586-5252; Fax: (907) 586-5385

Lessee:

Attn: Wylie Warner, Chair of the Board of
Directors, Southeast Alaska Food Bank
4416 North Riverside Dr.
Juneau, AK 99801
Phone: (907) 465-1864; Fax: (907) 465-2107

PART III. LEASE DESCRIPTION. This lease agreement is identified as: Southeast Alaska Food Bank Land Lease. The following appendices are attached and are considered a part of this agreement as well as anything incorporated by reference or attached to those appendices.

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

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

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

City:

Date: 12/16/05
By: [Signature]
Authorized Representative
Rod Swope, City and Borough Manager

Approved as to content, Steve Gilbertson,
CBJ Lands and Resources

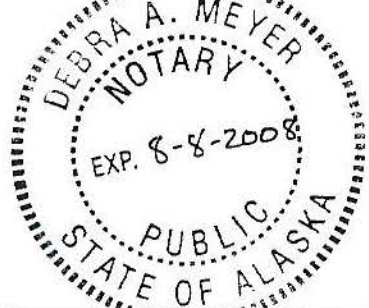
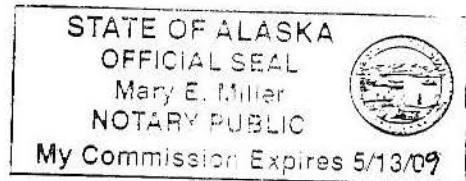
Approved as to form, Margaret H. Boggs,
CBJ Law Department

Lessee:

Date: December 14, 2005
By: [Signature]
Authorized Representative
Wylie Warner, Chair of the Board of
Directors, Southeast Alaska Food Bank

By: [Signature]

By: [Signature]

CITY ACKNOWLEDGMENT	LESSEE ACKNOWLEDGMENT
STATE OF ALASKA)) ss: FIRST JUDICIAL DISTRICT)	STATE OF ALASKA)) ss: FIRST JUDICIAL DISTRICT)
THIS IS TO CERTIFY that on the <u>16</u> day of <u>December</u>, 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared ROD SWOPE to me known to be the identical individual(s) described in and who executed the foregoing instrument as the CITY and BOROUGH MANAGER of the CITY AND BOROUGH OF JUNEAU, ALASKA, a municipal corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.	THIS IS TO CERTIFY that on the <u>14</u> day of <u>December</u>, 2005, before me, the undersigned, a Notary Public in and for the State of <u>Alaska</u>, duly commissioned and sworn, personally appeared WYLIE WARNER to me known to be the identical individual described in and who executed the foregoing instrument as Chair of the Board of Southeast Alaska Food Bank, a non-profit corporation, which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of nonprofit; and acknowledged to me he signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.
WITNESS my hand and official seal the day and year in the certificate first above written.	WITNESS my hand and official seal the day and year in the certificate first above written.
<u>Debra A. Meyer</u> Notary Public for the State of Alaska My Commission Expires <u>8-8-2008</u>	<u>Mary E. Miller</u> Notary Public for the State of <u>Alaska</u> My Commission Expires: <u>5/13/2009</u>
(seal) 	(seal) 

APPENDIX A: PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS

DESCRIPTION OF PROPERTY

The property subject to this lease, described below, shall generally be referred to as "the Property" or "the Leased Premises." The Leased Premises are: A fraction of U.S. Survey 1041, comprising .25 acre, more or less, and located at the end of Crazy Horse Drive, Juneau, Alaska. The lease area is more particularly delineated in Exhibit A, which is attached and incorporated therein.

AUTHORITY

This lease is entered into pursuant to the authority of the CBJ 53.20.020, CBJ 53.09.610(b), and CBJ Assembly Resolution No. 2098, a copy of which is attached as Exhibit B and incorporated herein.

TERM

The effective date of this lease is the date of signing. The term of the lease is twenty-five (25) years, commencing on the effective date of this lease, unless sooner terminated.

LEASE PAYMENTS

Lessee shall pay the sum of Twenty-Five Dollars (\$25.00) as rent for the entire Lease term. This lump sum rent payment shall be due on the effective date of the Lease.

AUTHORIZED USE OF PROPERTY

As stated in Resolution No. 2098, Lessee agrees to use the leased land for the sole purpose of operating a non-profit food warehouse to serve the needy and the homeless. Use or development for other than the allowed uses shall constitute a violation of this Lease.

REVOCATION

This lease is terminable by City if, for any period or periods totaling more than 18 months, the leased premises are not used for the authorized use.

INDEMNITY

Southeast Alaska Food Bank agrees to indemnify, defend, and save City and its officers, employees, and agents harmless to the maximum extent allowable under Alaska law from any claim or liability (of whatever kind including attorneys fees) for damages to property or injuries to persons arising out of the Southeast Alaska Food Bank's use and occupancy of the leased premises.

IMPOSITIONS

During the term of this Lease, Lessee shall pay, in addition to any rent, all real and personal property taxes and assessments which may be imposed or assessed against or with respect to the leased premises.

INSURANCE

Lessee will maintain or cause to be maintained, at its sole cost and expense, insurance coverage extending to property damage, liability, bodily injury, and death arising out of Lessee's activities under the lease, including, but not limited to, Lessee's occupancy and use of the leased premises and activities conducted on the premises.

The policy shall name City as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving City 31 days' prior written notice.

Lessee shall furnish to the CBJ Office of Risk Management a certificate of insurance for the above-required coverage, and all insurance policies shall be in form and substance reasonably satisfactory to CBJ, and shall be issued by a company or companies satisfactory to CBJ. Failure to provide satisfactory evidence of insurance, or the lapse of the policy once acquired, is a material breach and grounds for termination of the Lease. Required insurance is subject to annual review by the CBJ Office of Risk Management.

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

APPENDIX B: LEASE PROVISIONS REQUIRED BY CBJ 53.20

Responsibility to Properly Locate on Leased Premises.

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

Approval of Other Authorities.

As required by CBJ 3.20.180, the issuance by the city and borough of leases under the provisions of this title does not relieve the lessee of responsibility of obtaining licenses or permits as may be required by the city and borough or by duly authorized state or federal agencies. CBJ

Terms and Conditions of Leases required by CBJ 53.20.190.

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

- (1) **Lease Utilization.** The leased lands shall be utilized only for purposes within the scope of the application and the terms of the lease, and in conformity with the provisions of the city and borough code, and applicable state and federal laws and regulations. Utilization or development for other than the allowed uses shall constitute a violation of the lease and subject the lease to cancellation at any time.
- (2) **Adjustment of Rental.** The lessee agrees to a review and adjustment of the annual rental payment by City not less often than every fifth year beginning with the rental due after completion of each review period. Any changes or adjustments shall be based primarily upon the values of comparable land in the same or similar areas; such evaluations shall also include all improvements, placed upon or made to the land, to which the city and borough has right or title excluding landfill placed upon the land by the lessee except that the value of any improvements credited against rentals shall be included in the value. The lessee may protest the adjustment to City, and if denied wholly or in part, an appeal may be taken to the assembly. The decision of the assembly shall be final.
- (3) **Subleasing.** The lessee may sublease lands or any part thereof leased to him hereunder; provided, that the proposed sublessee first applies to City for a permit therefor; and further provided, that the improvements on the leased lands are the substantial reason for the sublease. Leases not having improvements thereon shall not be sublet. Subleases shall be in writing and be subject to the terms and conditions of the original lease; all terms, conditions, and covenants of the underlying lease which may be made to apply to the sublease are hereby incorporated into the sublease.
- (4) **Assignments.** Any lessee may assign the lands leased to him; provided, that the proposed assignment shall be first approved by City. The assignee shall be subject to all of the provisions of the lease. All terms, conditions, and covenants of the underlying lease which may be made applicable to the assignment are hereby incorporated into the assignment.
- (5) **Modification.** The lease may be modified only by an agreement in writing signed by all parties in interest or their successor in interest.
- (6) **Cancellation and Forfeiture.**
 - (A) The lease, if in good standing, may be canceled in whole or in part, at any time, upon mutual written agreement by the lessee and City.
 - (B) City may cancel the lease if it is used for any unlawful purpose.
 - (C) If the lessee shall default in the performance or observance of any of the lease terms, covenants or stipulations thereto, or of the regulations now or hereafter in force, or any of the provisions of this code, and should the default continue for thirty calendar days after service of written notice by the city and borough without remedy by the lessee of the conditions warranting default, the city and borough may subject the lessee to appropriate legal action including, but not limited to, forfeiture of the lease. No improvements may be removed by the lessee or other person during any time the lessee is in default.

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

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

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

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

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

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

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

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

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

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

(A) If any improvements and/or chattels not owned by City and having an appraised value in excess of five thousand dollars as determined by the assessor are not removed within the time allowed, such improvements

and/or chattels shall upon due notice to the lessee, be sold at public sale under the direction of City. The proceeds of the sale shall inure to the lessee preceding if lessee placed such improvements and/or chattels on the lands, after deducting for the city and borough rents due and owing and expenses incurred in making such sale. Such rights to the proceeds of the sale shall expire one year from the date of such sale. If no bids acceptable to the city and borough manager are received, title to such improvements and/or chattels shall vest in the city and borough.

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

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

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

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

(19) Inspection. The lessee shall allow an authorized representative of the city and borough to enter the leased land for inspection at any reasonable time.

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

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

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

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

APPENDIX C: STANDARD PROVISIONS

- (1) **Holding Over.** If Lessee holds over beyond the expiration of the term of this lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.
- (2) **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this lease not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 12 percent per annum, if no rate has been set by ordinance.
- (3) **Taxes, Assessments, and Liens.** During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Leased Premises or the improvements placed thereon.
- (4) **Easements.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.
- (5) **Encumbrance of Parcel.** The Lessee shall not encumber or cloud the City's title to the Leased Premises or enter into any lease, easement, or other obligation of the City's title without the prior written consent of the City; and any such act or omission, without the prior written consent of the City, shall be void against the City and may be considered a breach of this lease.
- (6) **Valid Existing Rights.** This lease is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this lease.
- (7) **State Discrimination Laws.** Lessee agrees, in using and operating the Leased Premises, to comply with applicable sections of Alaska law prohibiting discrimination, particularly Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited.) In the event of Lessee's failure to comply any of the above non-discrimination covenants, City shall have the right to terminate the lease.
- (8) **Unsafe Use.** The Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which will unreasonably increase or tend to increase the risk of fire or cause a safety hazard to persons or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them or which violates or causes violation of any applicable health, fire, environmental or other regulation by any level of government.
- (9) **Hold Harmless.** Lessee agrees to defend, indemnify, and save City, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of the use and occupancy of the Leased Premises by Lessee. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgment, or verdict, and includes the award of any attorneys fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice to the City of any action, claim, or lawsuit. City shall notify Lessee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and may be waived where the Lessee has actual notice. This agreement applies, and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against City.
- (10) **Successors.** This lease shall be binding on the successors, administrators, executors, heirs, and assigns of the Lessee and City.

I:\LANDS\2004\Food Bank Lease\2005-11-22 ---MHB---SE AK Food Bank Land Lease.frm

Presented by: The Manager
Introduced: 05/07/2001
Drafted by: J.R. Corso

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2098

A Resolution Authorizing the Manager to Lease A .25 Acre Parcel of Land Near Crazy Horse Drive at a Reduced Rate to Southeast Alaska Food Bank for the Purpose of Operating a Food Warehouse.

WHEREAS, the Southeast Alaska Food Bank, a non-profit organization, provides a food distribution system for service groups assisting the needy and homeless throughout Southeast Alaska, and

WHEREAS, the Food Bank has in the past operated in donated space and has been obliged to move six times in ten years, and

WHEREAS, the Food Bank urgently seeks a more permanent location to establish its facility, and

WHEREAS, Palmer resident Roy Geist has offered to donate and construct a warehouse for the Food Bank program if it can locate property on which to place the building, and

WHEREAS, the City and Borough owns a small filled area at the end of Crazy Horse Drive, a fraction of U.S. Survey 1041, located in an industrial zoning district and suitable for the Food Bank warehouse, and

WHEREAS, CBJ 53.09.610(b) authorizes the lease of City land at less than market value to a private, non-profit corporation that provides a public service supplemental to a government service, and

WHEREAS, the Assembly Lands Committee at its meeting of April 16, 2001, recommended approval of the proposed lease to Southeast Alaska Food Bank;

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

Section 1. Authorization to Lease. The Manager is authorized to lease a fraction of U.S. Survey 1041, comprising .25 acre, more or less, to Southeast Alaska

Exhibit B

Food Bank, for the sole purpose of operating a non-profit food warehouse to serve the needy and homeless.

Section 2. Term. The lease shall be for a term of 25 years, but shall be terminable by the lessor if, for any period or periods totaling more than 18 months, the property is not used for the authorized purpose.

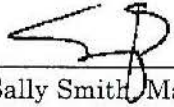
Section 3. Rent. Rent shall be \$1.00 per year. The Assembly finds that the proposed use is for the purpose of providing a service to the public which is supplemental to a governmental service or is in lieu of a service which could or should reasonably be provided by the State or the City and Borough.

Section 4. Other Terms and Conditions. The Manager is authorized to:

- (a) use monies from the Housing Fund to pay for the building permit costs associated with the construction of the warehouse; and
- (b) include other lease terms and conditions as may be in the public interest.

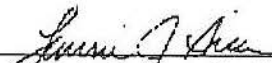
Section 5. Effective Date. This resolution shall be effective immediately upon adoption.

Adopted this 7th day of May, 2001.



Sally Smith Mayor

Attest:



Laurie J. Sica, Clerk

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

Driveway Easement Across CBJ Lands/North Douglas Island

ATTACHMENTS:

Description	Upload Date	Type
☐ Memo from Dan Bleidorn	3/19/2015	Cover Memo
☐ Easement Map	3/19/2015	Map

MEMORANDUM

CITY/BOROUGH OF JUNEAU

Lands and Resources Office
155 S. Seward St., Juneau, Alaska 99801

Dan_Bleidorn@ci.juneau.ak.us

Voice (907) 586-5252

TO: Assembly Lands Committee

FROM: Dan Bleidorn
Deputy Land Manager



DATE: March 23, 2015

SUBJECT: Driveway Easement across CBJ Land/North Douglas Island

The Lands Office received an application for an access and utility easement from L. Simone Machamer, the owner of Lot 5, U.S. Survey 3559, Douglas Alaska. The Machamer property is currently landlocked and has no frontage on a CBJ right-of-way. Since there is no access from a right-of way to the property, Ms. Machamer has requested an access and utility easement across CBJ property to her lot.

The CBJ property over which the easement will cross is Lot 1, U.S. Survey 3559. Lot 1, U.S. Survey 3559 was designated as a Conservation Area in the CBJ's 1996 Parks and Recreation Comprehensive Plan. Southeast Appraisal Services, LLC completed an appraisal in February 2015, and the market rate value of this easement, if granted, will be \$13,355.

Background

The subject property was subdivided in 1963 by the federal government. No land access route was provided to the lots at the time of subdividing. This type of subdividing occurred in several locations in Juneau. Parcels at Amalga Harbor and Mendenhall Peninsula were subdivided in a similar manner. Typically, access was by boat only. Sometimes footpaths were established. Over time, property owners with landlocked parcels have sought to obtain easements and develop driveways in order improve access.

The Machamer family requested an identical easement in 2005, which was granted by the CBJ Assembly via Resolution 2325. The 2005 easement and right of entry has since expired due to the lack of use, and a new easement must be granted for the Machamer's or their successors to develop this access route. It is anticipated that the easement will be approximately 35 feet wide to accommodate the 20 foot driving surface and the necessary cuts and fills to support it. Their interest in seeking easements from the CBJ is primarily to enhance the marketability of their respective properties and to make it easier for future owners to develop the land. Upon Assembly authorization, the CBJ generally follows a process of first granting right-of-entry, which allows the applicant to enter the property to construct the driveway. Upon completion of the driveway,

the applicant will provide the CBJ with an as-built survey, which is then used as the basis for preparing the easement document.

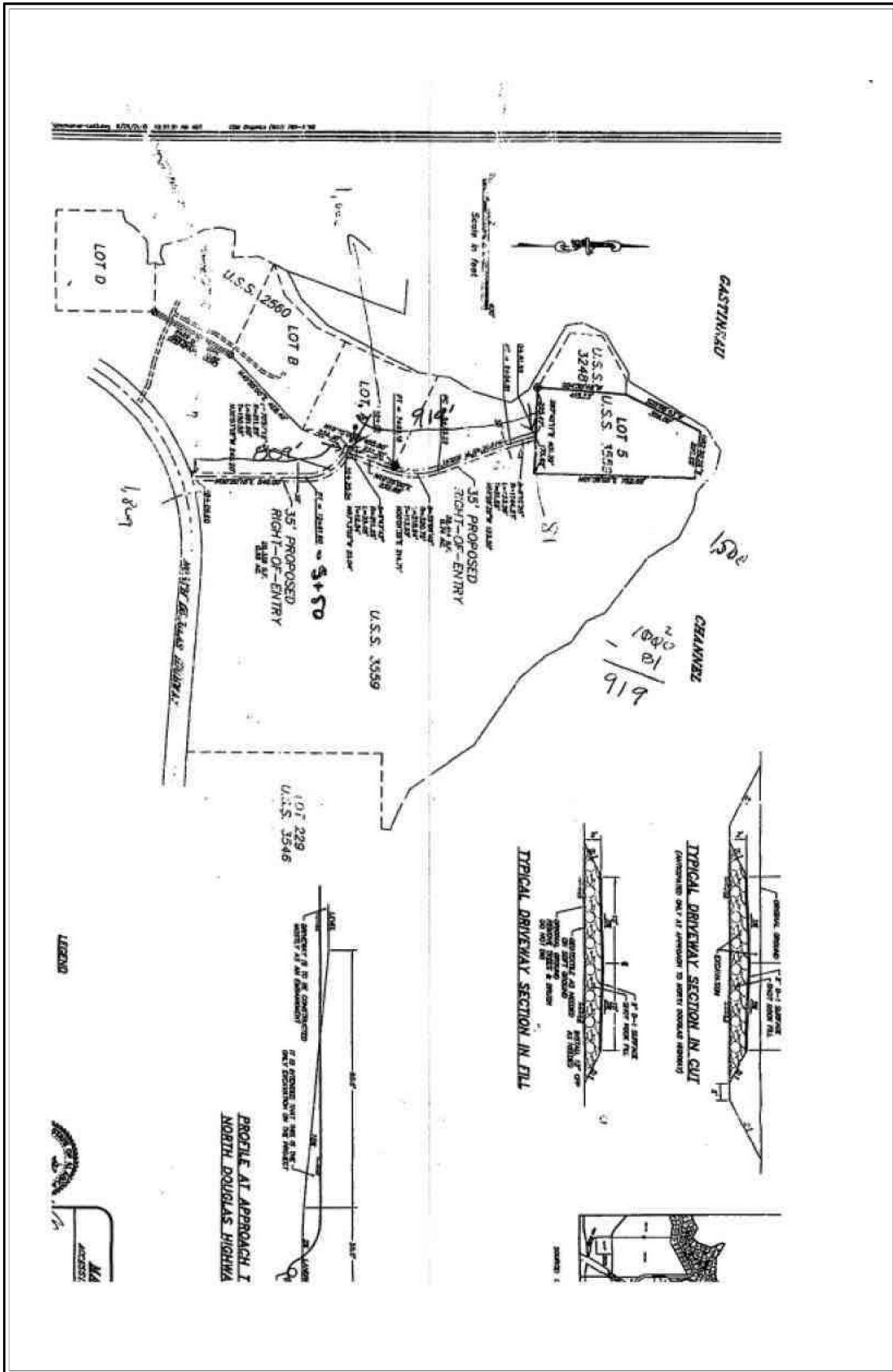
Planning Commission Review

The Planning Commission reviewed this easement at its meeting on March 10th, 2015 and recommended approval with conditions, which have been included in the “Recommendation” section below.

Staff Recommendation: The Assembly Lands Committee recommends the Assembly adopt a resolution authorizing the conveyance of perpetual easement for a driveway and utilities across a fraction of Lot 1, U.S. Survey 3559 to serve residences on Lots 5, U.S. Survey 3559, as generally shown on Exhibits A.

1. That the CBJ Manager may revoke the rights-of-entry, if the applicants or their successors in interest have not constructed the driveways after five years from the date of issuance of the rights-of-entry. The CBJ Manager may extend the rights-of-entry, for good cause.
2. That the easements be revoked if the grantees do not use the driveway for a period of more than five years.
3. That the easements be revoked if the grantees’ property is served by a dedicated, constructed CBJ street.
4. That the CBJ reserves the right to utilize portions of the driveway alignment for a dedicated CBJ street.
5. That the easement be used to serve single family or duplex residences on the grantees’ properties. No commercial use is allowed.
6. Utilities such as electric, telephone, cable, water, and sewer lines may be located in the easement corridor.
7. The easement is not exclusive. The CBJ may grant other overlapping easements.
8. The grantees of the easements are responsible for construction and maintenance of any improvements.
9. The CBJ reserves the right of public pedestrian access along the easement.
10. The grantees may gate the driveway to control vehicular access.
11. The grantees shall provide an as-built survey of the driveway once constructed.
12. The grantees may be required to relocate the driveway to a new location upon direction of the Assembly in accordance with CBJ 53.09.300(i).
13. The grantees shall obtain all authorizations and permits necessary to construct the driveway.

Borrower	N/A						
Property Address	NHN N. Douglas Hwy.						
City	Juneau	County	City & Borough of Juneau	State	AK	Zip Code	99801
Lender/Client	City & Borough of Juneau - Lands Department		Address	155 S. Seward Street, Juneau Alaska, 99801			



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

Memorandum of Agreement between Goldbelt, Inc. and the City and Borough of Juneau
Pertaining to the Extension of the West Douglas Highway

ATTACHMENTS:

Description	Upload Date	Type
☐ Memo from Greg Chaney	3/19/2015	Cover Memo
☐ Goldbelt MOA	3/19/2015	Exhibit

MEMORANDUM

CITY/BOROUGH OF JUNEAU

Lands and Resources Office
155 S. Seward St., Juneau, Alaska 99801
Greg_Chaney@ci.juneau.ak.us
Voice (907) 586-0205
Fax (907) 586-5385

TO: Assembly Lands Committee

FROM: Greg Chaney,
Lands and Resources Manager



DATE: March 18, 2015

SUBJECT: Memorandum of Agreement between Goldbelt, Inc. and the City and Borough of Juneau Pertaining to the Extension of the West Douglas Highway

Approximately five years ago the City and Borough of Juneau developed a Memorandum of Agreement (MOA) with Goldbelt, Inc. to establish a framework to work cooperatively to facilitate development of both CBJ's and Goldbelt's extensive landholdings on west Douglas Island. The proposed agreement, which is attached, will renew the agreement for another five years. The primary purpose of the agreement is to cooperatively develop a new road extension between Outer Point and the Point Hilda area. During the initial phase the road corridor would be extended to the vicinity of Middle Point.

The road alignment will be selected along a route suitable for both initial access and for a future arterial. The parties will dedicated a 150 foot wide public right-of-way along the portions of the selected alignment which crosses their respective properties. The agreement also acknowledges that the new right-of-way will be cleared and the timber harvested. CBJ will administer contracts. The first phases include establishing an alignment, surveying, design, cost estimating and environmental permitting.

The agreement contains several provisions concerning developing the project collaboratively. Although it is not specifically mentioned in the MOA, many of these provisions may not be relevant since the alignment currently under consideration is entirely on CBJ property. If in the future, an additional extension is proposed that crosses Goldbelt Inc's property, this agreement will provide a template for further collaboration.

Staff Recommendation:

The Lands Committee adopt a motion of support for renewing the Memorandum of Agreement with Goldbelt Inc. to collaboratively develop an extension of a road on west Doulgas Island and forward the item to the Assembly for further consideration.

Memorandum of Agreement

between Goldbelt, Inc. and the City and Borough of Juneau Pertaining to the Extension of the North Douglas Highway

This memorandum of agreement (“MOA”) is entered between Goldbelt, Inc. (“Goldbelt”), an Alaska Urban Village Corporation under the Alaska Native Claims Settlement Act Alaska, with its principal place of business at 3075 Vintage Boulevard, Suite 200, Juneau, Alaska 99801 and the City and Borough of Juneau (“CBJ”) with its offices at 155 S. Seward Street, Juneau, Alaska 99801 and is made effective this 26th day of February, 2015.

Recitals

- A. ***CBJ Land.*** CBJ owns approximately 3,434 acres of land located between Outer Point and the Point Hilda area on Douglas Island.
- B. ***Goldbelt Land.*** Goldbelt owns approximately 1,740 acres of land located between Outer Point and the Point Hilda area on Douglas Island.
- C. ***Joint Development Plans.*** CBJ and Goldbelt have jointly contributed to and have adopted a master plan for West Douglas development. CBJ wants to make some of its West Douglas lands available for future community expansion and Goldbelt wants to develop its waterfront land to construct port facilities, a cultural center, and pursue other development options. Both CBJ and Goldbelt need access to their properties to accomplish those goals.
- D. ***Shareholders’ Interests.*** Goldbelt wants to preserve portions of its property for future use of its shareholders.
- E. ***Road Extension.*** CBJ and Goldbelt find it mutually beneficial to extend the North Douglas Highway to Point Hilda to provide access to their respective properties. As an initial phase, this project intends to extend the road corridor to the Middle Point area.
- F. ***Land Exchange.*** CBJ and Goldbelt recognize that an equal value land exchange could help achieve their respective goals.
- G. ***Road Construction.*** State funds will be used to pay for the road construction project.

Agreements

1. **Purpose.** The purpose of this MOA is to establish a process for cooperative work on the extension of North Douglas Highway to enable the development of West Douglas lands. This MOA is not intended to be a binding contract and does not establish legal rights and liabilities. However, compliance with this MOA shall be regarded as a demonstration of good faith and reasonableness by the party so complying.
2. **Term.** The term of this MOA is for five years from the date of the last signature below and may be extended from time to time with the written agreement of the Parties.
3. **Area of Interest.** The area of interest includes CBJ and Goldbelt lands between Outer Point and the Point Hilda area. As an initial phase, this project intends to extend the road corridor to the Middle Point area.
4. **Road Alignment and Construction.** A road alignment will be selected along a route suitable for both an initial access road and a future arterial.

Road construction will comply with all state and federal laws, procedures, and regulations related to the construction of a Very Low-Volume Local Road as defined by the American Association of State Highway and Transportation Officials.

5. **Road Dedication.** The Parties shall dedicate, as a 150-foot wide public right-of-way, that portion of the selected road alignment which crosses their respective properties.
6. **Timber Harvest.** The road right-of-way will be clearcut. Selective timber harvesting may occur on the Goldbelt and CBJ properties.
7. **Project Phases.**
 - (a) **Road Alignment, Design, and Environmental Permitting.** The first phase includes: (1) road alignment; (2) surveying; (3) preliminary road design; (4) cost estimating; and (5) environmental permitting. These tasks shall be accomplished by a contractor selected by CBJ.
 - (b) **Timber Harvest and Construction of Local Access Road.** Upon agreement by the Parties of a preferred alignment and after acquisition of environmental permits and CBJ Assembly approval, by ordinance, of the proposed timber harvest, a contractor shall be selected to accomplish the following tasks: (1) obtain any required timber harvest permits; (2) clear-cut the entire right-of-way; (3) selectively cut timber harvest areas; and (4) construct a local access road from the terminus of the existing road. The CBJ shall administer the contract.

8. **Utility Easements.** The Parties agree to grant to each other utility easements for storm drainage, water, sewer, and electrical purposes, at no cost to either Party.
9. **Community Water Source.** The Parties agree to identify and develop a community water source.
10. **Material Sources.** The Parties agree to work together to identify suitable material source(s) to provide rock and gravel for road construction.
11. **Land Exchange.** Any land exchange will be equal in value. The final terms of a land exchange will be subject to approval by the CBJ Assembly and the Goldbelt Board of Directors.
12. **Other Public Access.** Goldbelt and CBJ agree to identify public access easements to points along the waterfront between Outer Point and the Middle Point area.
13. **Permitting.** The parties will cooperate in securing all local, state, and federal permits required to implement this MOA. Each party will make available to the other all reasonably necessary information, whether in paper or electronic format, and will provide qualified staff to attend meetings and hearings as reasonably necessary to secure all required permits.
14. **Termination.** Either Party to this MOA may terminate its involvement in the MOA with written notice to the other Party.

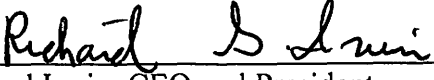
Signatures

Kimberly A. Kiefer, Manager
City and Borough of Juneau

Date

Approved as to form:

City and Borough of Juneau
Attorney



Richard Irwin, CEO and President
Goldbelt, Incorporated



Date