

**ASSEMBLY STANDING COMMITTEE
LANDS, HOUSING & ECONOMIC DEVELOPMENT COMMITTEE
THE CITY AND BOROUGH OF JUNEAU, ALASKA**

June 7, 2021, 5:00 PM.

Assembly Chambers/Zoom Webinar

Lands, Housing, and Economic Development Committee Attendee link:
<https://juneau.zoom.us/j/94215342992> or 1-253-215-8782 Webinar ID: 942 1534 2992

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. APPROVAL OF MINUTES
 - A. May 10, 2021 Draft Minutes

V. PUBLIC PARTICIPATION

The LHED Committee will follow COVID protocols in accordance with CDC guidelines, CBJ ordinances & resolutions, and COVID mitigation strategies at the time of the meeting. **Committees members will be meeting in person, to the extent possible. In-person public participation will be limited on a first come, first served basis to no more than 8 persons in the public audience seats. Masks are required for anyone in the room who is not fully vaccinated. Attendees in excess of that number will be requested to participate via Zoom webinar.** Testimony time will be limited by the Chair based on the number of participants.

When attending the zoom webinar [login info listed at top of agenda] to speak on an item up for public hearing or a non-agenda item please hit the 'raise hand' button if participating via a computer/tablet; if participating by phone press *9 on your phone; this will place a 'raised hand' icon next to your phone number and will add you to the queue.

- VI. AGENDA TOPICS
 - A. Valley Transit Center Utility Easement Request
 - B. Cope Park Easement
 - C. Lot Depth
- VII. STANDING COMMITTEE TOPICS
 - A. Status of Title 49 Updates (verbal)

B. Status of Housing Initiatives (verbal)

VIII. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

IX. NEXT MEETING DATE: July 19, 2021

X. ADJOURNMENT

ADA accommodations available upon request: Please contact the Clerk's office 36 hours prior to any meeting so arrangements can be made for closed captioning or sign language interpreter services depending on the meeting format. The Clerk's office telephone number is 586-5278, TDD 586-5351, e-mail: city.clerk@juneau.org

**ASSEMBLY STANDING COMMITTEE MINUTES
LANDS HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
THE CITY AND BOROUGH OF JUNEAU, ALASKA**

May 10, 2021, 5:00 P.M.

Zoom Webinar Meeting

I. CALL TO ORDER

II. ROLL CALL

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

Members Present: Chair Maria Gladziszewski, Wade Bryson, Alicia Hughes-Skandijs, Greg Smith

Members Absent: none

Liaisons Present: Chris Mertl, Parks and Recreation

Liaisons Absent: Dan Hickok Planning Commission, Chris Dimond, Docks and Harbors

Other Assembly Members Present: Loren Jones, Christine Woll

Some Members of the Public Present: Carla Casuluean, Matt Grugan, Paul Affatato, Megan Hillgartner, Gary Brekke, Mike Dilger

Staff Present: Dan Bleidorn, Lands Manager; Roxie Duckworth, Lands & Resources Specialist; Michele Elfers, Parks and Recreation Deputy Director; Scott Ciambor, Chief Housing Officer; Alix Pierce, CDD Planning Manager

III. APPROVAL OF AGENDA

Agenda was approved as presented.

IV. APPROVAL OF MINUTES

April 12, 2021 Draft Minutes were approved as presented.

V. PUBLIC PARTICIPATION

Those participating via telephone can press *9 or those that are participating on Zoom can use the "raise their hand" function to participate. No public participation.

VI. AGENDA TOPICS

A. Lena Point Communication Tower lease to Vertical Bridge

Mr. Bleidorn discussed this request. In April 2020, this Committee passed a motion of support to lease City property to Vertical Bridge Holdings near Lena Point. In the time since that motion of support Lands Staff and the City Attorney have been negotiating terms that will be included in an upcoming ordinance that if it is approved will authorize this proposed lease. The terms are similar to recent ordinances that the Assembly approved for towers with a few exceptions:

- 1) **Rent Escalation:** The applicant has requested a rent escalation of 2% per year for the first term. Existing tower leases on City property have a 3% annual escalation. Staff recommends that that lease include the 3% annual escalation. The reasoning for this is that all other towers on city property have a 3% and a recent reappraisal of a tower for a term renewal increased base rent more than the annual 3% at the start of a new term.
- 2) **Revenue Share:** In addition to the \$1,300 base rent, which includes the first sublease, the City will receive a share of the revenue of all subleases at the rate of 35% for every additional sublease. Existing towers on City property have an increasing revenue sharing with the first sublease being 30%, the second at 40% and 50% for all subleases after that. With a revenue share of 50% there is less incentive to allow additional subleases

on towers and promoting co-location on towers is one of the objectives of the wireless communications facility master plan.

3) **Lease Term:** Vertical Bridge is requesting a 35-year lease duration, which would consist of a 5-year initial term with six additional 5-year renewal terms. Existing tower leases on City property are for 20-years however, tower owners are requesting lease amendments at about 10 years remaining on the lease in order to increase the lease duration. With the City code requiring a lease renewal every 5 years, there is little risk in allowing additional terms to the maximum allowable term of 35 years. Vertical Bridge has indicated that they are building infrastructure that requires a minimum of a 25-year lease.

Chair Gladziszewski asked what makes this lease different from all of the others at 3% or is it just presented as an option. Mr. Bleidorn replied that he researched and reached out to other communities and 3% is the common standard.

Mr. Smith asked if these are the kind of terms for other leases going forward. Mr. Bleidorn replied that in the future more time will be spent looking at individual leases. We had these towers recently appraised and are looking at other infrastructure and locations next to the towers. Different factors can determine the lease but something similar to these terms going forward may apply to future leases with 35% would likely encourage co-location. We are also encouraging communication towers to follow City code, with one of those being co-location.

Mr. Mertl asked about consistency and if we have always done 3% escalation and to create precedence to make this an ongoing continued discussion every time we have to deal with this, then he would be in support of 3% escalation.

Staff request that the Lands, Housing and Economic Development Committee pass a motion of support to the Assembly for approval of a lease to Vertical Bridge by ordinance with a base rent of \$1,300 per month, a 3% annual escalation, and revenue sharing set at 35% for up to 35 years. Motion passed.

Mr. Grugan from Vertical Bridge commented about the 3%, and this rate was given to them on the Crazy Horse Drive site for a different communication tower. One of the reasons Vertical Bridge asked for the rate reduction is that they are getting pressure from the other side, the clients. Cellular providers are asking for a revision of agreement, they are asking for a 1.5%. This makes it difficult to have a rate twice the amount with the property owners, the City, who will probably see the lower rate for on future applications.

Chair Gladziszewski asked Mr. Bleidorn where the 3% came from. Mr. Bleidorn replied that he thought that rate originally came from appraisals and back in 2012 Lands had a lot of communication tower leases come in and hired a private consultant to aid in those and found a 2 – 5% range of escalations. Lands has the ability to evaluate the escalation of the base lease every 5 years and this doesn't affect the subleases, were we get a percentage of revenue. This is just for the base rent of the lease. Mr. Bryson commented that he debated interjecting on this as he has seen it from both perspectives. The property owners try to keep it at 3% to keep on par with escalating inflation. The problem is that property values do not go up in a straight line and maybe look at the 5-year mark to revisit lease rates.

VII. STAFF REPORTS

A. Off Road Vehicle Working Group and 35 Mile Parcel

Ms. Elfers discussed this item. Last fall, after public comment from off-road vehicle (ORV) recreation enthusiasts on the Montana Creek Road closure request, P&R staff initiated meetings with various ORV groups in Juneau. This working group includes representatives from the Jeep Club, Motocross Club, and the Juneau Off-Road Association (JORA). The group's goals are to identify ORV riding sites, create a sustainable management structure, support safe riding, and build durable infrastructure that protects the natural and built features of the facilities. There has been considerable effort over the last twenty years in identifying and evaluating sites around Juneau. The work group is not intending to replicate previous efforts but rather use existing data to build on the previous work. P&R has facilitated the discussion and planning by the user groups to help them navigate the process required to develop and manage riding sites.

Areas of interest identified by the user groups include:

- 35-mile CBJ parcel that was previously studied for ORV riding by a CBJ hired consultant
- Montana Creek area off of the Montana Creek trail on DNR land
- S&S Pond, private land along Lemon Creek and adjacent to Egan Drive
- Old sand and gravel pit behind Home Depot, CBJ owned
- Other privately owned lands

The ORV groups have very different interests in riding, including a track for motocross, a riding park that is designed with jump and play features for ATV's, and remote trails for riding jeeps and ATV's to camping spots and overlooks. It is unlikely that one location would be able to accommodate all of these types of recreation. JORA has expressed interest in working with CBJ on developing the CBJ parcel at 35 mile for riding. This site would be focused on remote trail development to campsites and overlooks but may have enough space in previously logged and developed areas by the road for a small riding park or youth training area.

P&R partners with many user groups to facilitate recreation on CBJ lands. Typically, we develop a relationship formalized through a management agreement. Hank Harmon Public Range, the Archery Range, Community Garden, Treadwell Historical Park, SAIL Ropes Challenge Course at Amalga Park, AWARE Totem Pole, Juneau Nordic Ski Club, and Juneau Mountain Bike Alliance are examples of facilities or user groups with agreements for recreation on. P&R does not have the resources or capacity to develop and manage all of the facilities we have around Juneau, so we rely on our community partners to do this. A community ORV riding facility can follow a similar partnership model for development and management as the facilities mentioned previously. A typical management agreement with non-profit organizations would include:

- Intent and Purpose of Facility for Public Recreation as aligned with existing CBJ plans
- Development Requirements – technical and environmental standards for construction, plan of development attached, all permits required as part of the agreement
- Management and Operational Requirements – duties required to minimize and mitigate for site impacts, including environmental considerations, site access, regulations and rules, fees charged by the user group, maintenance of improvements
- Reporting requirements – Annual operating plans submitted
- Roles and Responsibilities of CBJ – often in partnerships CBJ assumes a role as well such as allowing signage to be posted, reviewing rules, providing maintenance or development resources when able
- Insurance Requirements – entities are typically required to insure the activities occurring at the facility during development and operation

- Indemnification – CBJ applies standard indemnification language to agreements
- Term of Use – The agreement has an expiration date with terms for extensions
- Map – to show use areas

P&R staff is beginning to work with JORA to outline what a development and management agreement could look like for use of the 35-mile parcel. To determine if a partnership is feasible and the 35-mile parcel is appropriate for this use, the research and mapping previously performed on this parcel will be used to understand the opportunities and impacts of developing an off road trail system. Additional information may be obtained. For example, P&R will work with Trail Mix and JORA using these maps and some in-the-field GPS work to evaluate site access, trail locations, and site security. Preliminary trail and riding area layout work by Trail Mix can be funded through the existing Off Highway Vehicle CIP. Opportunities that exist on this parcel include an old network of logging roads and a parking area as well as steep topography that separates the watershed of the parcel from the Cowee Creek watershed. Challenges that need to be considered are the proximity to the Cowee Creek watershed and Héén Latinee experimental forest, and how to ensure site area control. Upon evaluation of this site and the drafting of a development and management plan, the next step is likely a conditional use permit from the Planning Commission and approval of a management agreement from the Assembly by resolution. Staff will continue to work with JORA and anticipates providing additional information to the PRAC, the LHED, and the Planning Commission this summer.

Chair Gladziszewski noted that P&R is just investigating sites and in the beginning stages and Ms. Elfers is looking to answer any questions. Mr. Bryson asked if this is the closest to finding an actual spot for ORV riding. Ms. Elfers replied that she wasn't sure how close they are "yet" but with further research and public comment this site can be further evaluated. Chair Gladziszewski also replied that there had been proposals in the past that had reached the Planning Commission stage and that we are not at that point yet and asked who the management agreement would be with. Ms. Elfers replied that most likely it would be JORA, who have expressed interest and understood there would be an insurance requirement among others.

Mr. Smith asked about different user groups and which of those would be happy with this potential site. Ms. Elfers replied that JORA recognized it met their interest with campsites, overlooks, and other features. Looking a little closer at this site, a question if there was enough space for a youth practice and training area, or could there be a track. This site could be appropriate for that wilderness riding experience and there are questions if this site could also be appropriate for a little bit more. Mr. Smith asked what is the total area or acreage that is being looked at. Ms. Elfers replied that the total parcel is 1500 acres. In 2013, 513 acres were identified as suitable after looking at topography, terrain, and bald eagle nests among other attributes, with 975 acres were looked at as unsuitable.

Mr. Bryson asked what the history of community objection to this site is. Ms. Elfers replied that conversations with City staff involved in the research of this staff in 2013 noted that the primary reason this site fell through was the anticipated it was too costly for the City to develop at that time. She was not aware of any community objections. Public outreach will be conducted for this site as it progresses.

B. Montana Creek Master Plan and State of Alaska Juneau State Land Plan

Ms. Elfers discussed this item. Recreational activity and interest in the Montana Creek valley has been increasing in recent years. Hunting, fishing, hiking, camping, biking, harvesting, archery,

shooting sports, Nordic skiing, snowshoeing and ORV riding are all occurring in the area. User groups have requested increased parking, new trails for motorized and non-motorized recreation, and a biathlon facility in the area with P&R over the past year. Staff will be leading a Master Planning process for the area with the USFS, Alaska Department of Natural Resources (DNR), Trail Mix, user groups and the general public to better understand existing uses, infrastructure needs, future recreational community interests and the connection of this area to Spaulding Meadows and the Windfall Lake area. Work will begin this summer and fall with plans to complete the plan at the end of the year. The USFS and DNR have also received comments from user groups on increasing uses and facilities in the area. DNR is currently reviewing an application for an easement for a motorized use trail on state lands in Montana Creek and part of this review; DNR has shared the Juneau State Land Plan from 1993 with P&R staff. This plan guides DNR management of state lands with the intent to meet the “economic, social, and cultural needs of Alaskans.” It recommends transferring management of state lands in Montana Creek to CBJ under a cooperative agreement. The plan can be found here:

http://dnr.alaska.gov/mlw/planning/areaplans/juneau/pdf/juneau_state_land_plan.pdf

In the plan, Montana Creek state land is designated to be managed for recreation, habitat and harvest values as well as mineral locations.

P&R met with DNR Division of Mining, Land and Water (DMLW) to discuss the state land plan and the management recommendation. DMLW often pursues cooperative management agreements with municipalities or other entities when use of a specific area increases and they recognize that a local entity will better be able to manage the use. Recently, DMLW completed a Cooperative Resource Management Agreement (CRMA) with the City of Gustavus to allow the transfer authority to the City to manage a popular beach area near the ferry terminal. CBJ has a similar management agreement with State Parks to manage the Perseverance Trail area. For this area, DMLW has a management agreement with DNR State Parks. State Parks and CBJ then signed a Memorandum of Understanding to allow P&R to manage the area. On Perseverance Trail, P&R maintains the trails, pursues grants for restoration work, works with trail users to mediate bike, pedestrian and wildlife conflicts and monitors usage and hazards. It is unlikely that State Parks or DMLW has the resources to manage the high use on Perseverance Trail currently.

In the Montana Creek valley, CBJ manages the access to state and federal lands on the paved portion of the road and surrounding natural areas. As use increases in the valley, CBJ will have to manage the increased impacts of this use, such as parking, trash, and conflict management. The master plan and cooperative management agreement proposal present an opportunity to look at current and future use of the land. A cooperative management agreement with the state may be a good option given that CBJ is already managing impacts of use and any increased activity will lead to more pressure on CBJ facilities and land. CBJ staff will continue discussions with DMLW staff to understand how a cooperative management agreement could be developed and continue with the interagency and public master plan process. Staff anticipates bringing more information back to the committee for consideration this summer.

Chair Gladziszewski asked about the Juneau State Land Plan, if in 1993, they agreed to do this but it only came to light after new uses were proposed. Ms. Elfers replied that she hasn't heard that it has been brought to the City before, that it is an old plan and she hasn't heard if it is being redone but because they did bring it to P&R it is thought that there is some merit and worthy of consideration. Chair Gladziszewski followed up by asking if the City has experience with management agreements with the State. Ms. Elfers replied that Perseverance is one and she would have to research other agreements and get back to the Committee.

Mr. Hickok asked what harvest values meant. Ms. Elfers replied that in the State Land Plan there is an explanation of harvest values such as fish and wildlife harvesting. Some land areas are high value for fish and wildlife harvesting.

VIII. STANDING COMMITTEE TOPICS

A. Status of Housing Initiatives

Mr. Ciambor gave an update. Downtown tax abatement is now live and the Assessor's office has forms. Torrey Pines Development, the assisted living project, will be going to the Planning Commission in about a month and if all goes well there will be public outreach this summer. Other projects that are being worked on are development framework for the Upstairs Downtown Housing rehabilitation and the Housing Fund being moved on the list, to be brought back to this Committee. Lands and Housing met with local partners, Juneau Housing Trust and Tlingit and Haida Housing Authority, to bring back to the Committee potential models or options to get affordability for disposal options for future Pederson Hill lots.

Mr. Bryson was pleased that this Committee was talking about housing initiatives as this Assembly has done a lot to work on housing and asked how many housing projects are currently stopped right now and how many apartments have been served to vacate. He is hearing on the street that there are a number of projects that have been issued stop work orders and a number of apartments that people have been told to vacate. He also heard that contractors in the community do not have positive moral right now and they are not pleased but every time Mr. Bryson tries to dig into what is going on, he is hearing Title 49 and CDD issues. Chair Gladziszewski wanted to make sure that Staff had all three of Mr. Bryson's questions. Mr. Bryson reiterated that they were, 1) how many housing projects are currently being stopped right now and what are the reasons, 2) how many apartments or housing units are being served notice to vacate, and 3) why is the building community and contractors so upset right now with CDD. Finding out these answers would help with understanding what is slowing down housing right now. Ms. Pierce was asked to address the questions or bring back a reply to the committee. Mr. Ciambor replied that he didn't have any quick answers for this meeting but would work with CDD to find out details and get back to the Committee. Ms. Pierce commented on the stop work orders and vacations that come to mind are matters that are under appeal right now but will work with Mr. Ciambor on the data points to address Mr. Bryson's questions.

B. Status of Title 49 Updates

Ms. Pierce discussed this item. On the May 25 Planning Commission the topic of parking will be discussed with an opportunity to take public testimony and comment. The PC is not expecting to pass anything at this meeting and there is no draft ordinance at this time. The Title 49 Committee will be taking up the streamside ordinance in late May to bring back to the Commission. Hearings are being scheduled for Auke Bay and Downtown zoning, both ordinances need to move forward before the Assembly. The Assessor apartment discussion came before the COW meeting as a housekeeping item and will go to the full PC this summer.

IX. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

No comments or questions.

X. ADJOURNMENT

Chair Gladziszewski adjourned the meeting at 5:57 PM. Next meeting Monday, June 7, 2021.

MEMORANDUM

CITY/BOROUGH OF JUNEAU

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

TO: Maria Gladziszewski, Chair of the Assembly Lands Housing and Economic Development Committee

FROM: Dan Bleidorn, Lands and Resources Manager
Alec Venechuk, CBJ Project Manager

SUBJECT: Valley Transit Center Utility Easement Request

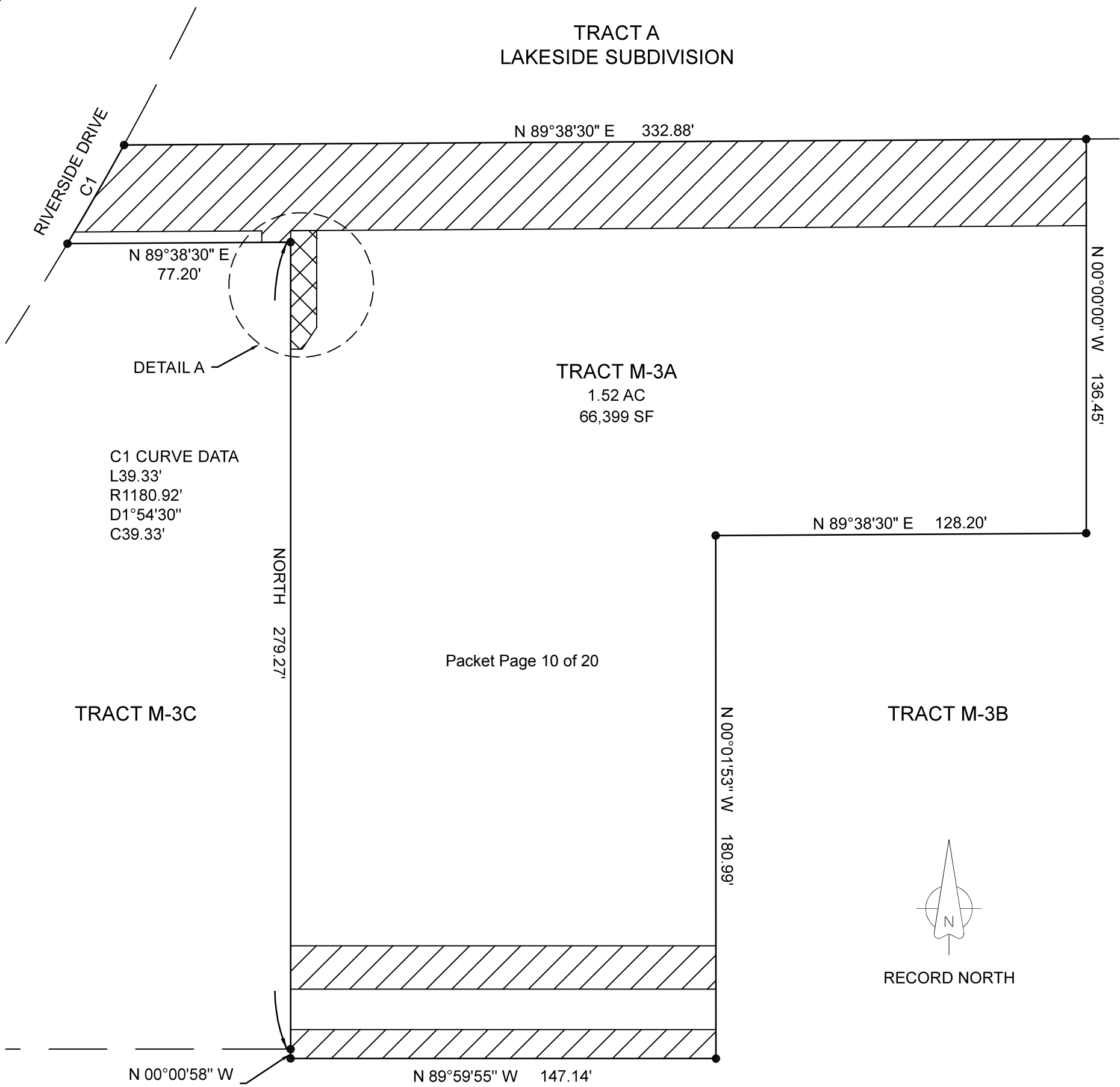
DATE: June 3, 2021

Tract M-3A within the Mendenhall Mall Subdivision was purchased by the CBJ in February 2021, for constructing a transit center for public transit operations. The original subdivision plat included several utility and access easements that were necessary for the intended purpose of the CBJ-owned property. Now that the design is finalized and the construction project is out to bid, it has become apparent that an additional public utility easement area is required. The additional easement area will support electrical and communications utility pedestals that will feed the CBJ facility and the privately owned Tract M-3C (Asiana Garden restaurant). The existing utilities are overhead and pole mounted, and the new construction project will re-route these utilities underground to the desired pedestal location within this proposed easement. The local utility companies have requested that the CBJ allocate the proposed easement to allow the neighboring properties adequate access to the utilities.



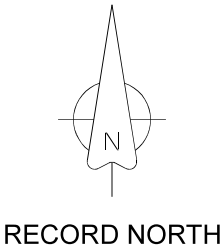
Staff request that the Lands, Housing and Economic Development Committee pass a motion of support to the Assembly for approval of a utility easement serving Tract M-3C by resolution.

TRACT A
LAKESIDE SUBDIVISION



C1 CURVE DATA
L39.33'
R1180.92'
D1°54'30"
C39.33'

Packet Page 10 of 20

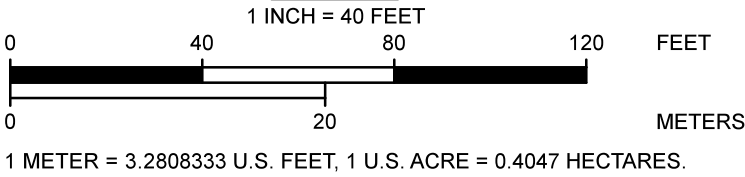


DETAIL A
SCALE 1" = 10'

LEGEND

- MONUMENT OF RECORD
- PROPERTY LINE
- EXISTING PUBLIC UTILITY EASEMENT
- PUBLIC UTILITY EASEMENT ADDITION DEDICATED THIS DOCUMENT

SCALE



ATTACHMENT A

PUBLIC UTILITY EASEMENT ADDITION

WITHIN TRACT M-3A, MENDENHALL MALL SUBDIVISION
PLAT No. 2020-48, JUNEAU RECORDING DISTRICT, ALASKA

WITHIN THE CITY AND BOROUGH OF JUNEAU, AK

MEMORANDUM

CITY/BOROUGH OF JUNEAU

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

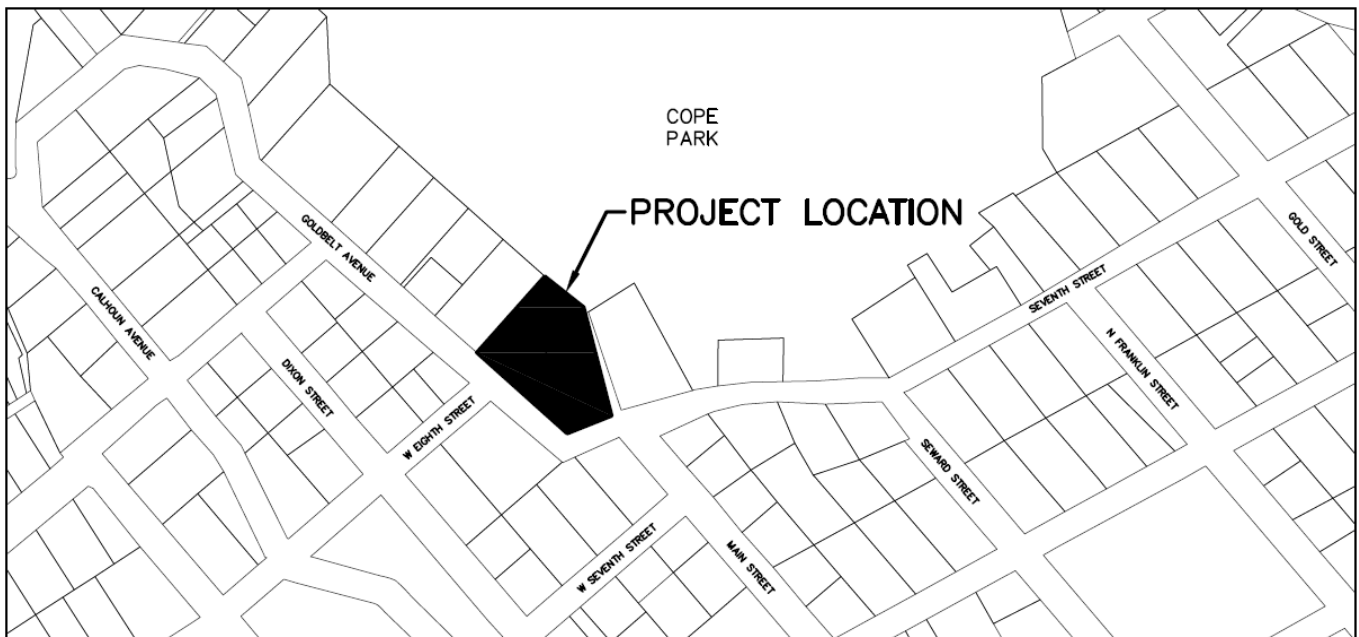
TO: Maria Gladziszewski, Chair of the Assembly Lands Housing and Economic Development Committee

FROM: Dan Bleidorn, Lands and Resources Manager *Daniel Bleidorn*

SUBJECT: Cope Park Easement Request

DATE: June 2, 2021

In the fall of 2019, there was a mass wasting event that initiated from private property above Cope Park. Since that event, the land owner of 101 and 747 Goldbelt Ave has been working with the City Risk Manager and the Law, Parks, and Engineering Departments on a design concept to repair the drainage and stabilize the slope. The outcome of this process is an easement application and a draft MOA.



The proposed work includes connection of a storm drain pipe originating from the private property to the storm drainage system in Cope Park as well as an engineered rock slope to stabilize the hillside. As part of this easement request the applicant will enter into a Memorandum of Agreement (MOA) to ensure the proposed work is completed in the correct manner.

At the June 1, 2021 meeting, the Parks and Recreation Advisory Committee passed a motion of support recommending approval to the Assembly of the Cope Park Slope Stabilization Easement and MOA. If a motion of support is provided by the LHED Committee a resolution for the easement will be brought to the Assembly for public hearing.

Staff request that the Lands, Housing and Economic Development Committee pass a motion of support to the Assembly for granting a drainage easement to the owners of 101 and 747 Goldbelt Ave.

Attachments:

Michele Elfers 5/18/2021 Memo to the PRAC



TO: Mr. Chris Mertl, Chair Parks and Recreation Advisory Committee
FROM: Michele Elfers, Parks & Recreation Deputy Director
DATE: May 18, 2021
RE: Cope Park Slope Stabilization Work

In the fall of 2019, a landslide initiated from private property above Cope Park and terminated at the base of the sledding hill in Cope Park. Since that time, the property owners have been working with the City and Borough of Juneau (CBJ) Risk Manager, Law Department and Engineering Division on a path forward to repair the damage and stabilize the slope. The proposed work includes connection of a storm drain pipe from the private property to the storm drainage system in Cope Park as well as an engineered rock pad to stabilize the slope.

As part of the slope is on CBJ property, the property owner has applied for a permanent easement for construction and ongoing maintenance of the slope. When a private entity desires to improve or repair Park property, the department typically requires a memorandum of understanding (MOU) to outline the terms and conditions of approval of the work. The easement and MOU are attached for review.

Staff supports this stabilization work as it will cleanup debris from the slide, minimize stormwater on the slope and reduce the risk of future landslide events at this property. Staff requests the PRAC recommend approval to the Assembly of the Cope Park Slope Stabilization Easement and MOU.

**MEMORANDUM OF AGREEMENT
BETWEEN OWNER AND
THE CITY AND BOROUGH OF JUNEAU**

PARTIES

This Memorandum of Agreement (“MOA”) is between A. Harley Clough, property owner at 101 Goldbelt Avenue (Parcel ID 1C030F010010) & 747 Goldbelt Avenue (Parcel ID 1C030F010020), Juneau, Alaska 99801 (“Property owner”) and the City and Borough of Juneau (“CBJ”).

PURPOSE

Property owner require access to CBJ Property, specifically portions of Cope Park, for the purpose of repairing and stabilizing the slope at and below their property, as well as access to connect to the CBJ stormwater system (“scope of work”).

MEMORANDUM OF AGREEMENT

Property Owner agrees as follows:

1. Property Owner will primarily control the work. Property owner are not considered to be an agent or employee of the CBJ for any purpose, and any contractors retained to perform the work on behalf of property owner are not entitled to any benefits that CBJ provides for CBJ employees. OWNER are not contractors of the CBJ and nothing in this agreement shall be construed as creating a contractual relationship regarding the repair and stabilization of the slope.
2. All work associated with repair and stabilization of the slope and drainage work will be carried out in a professional and prudent manner by licensed and bonded contractors.
3. Property Owner are solely responsible to obtain all federal, state, or local permits required to perform the scope of work subject to this MOA.
4. Property Owner or their designee shall communicate with the Parks and Landscape Maintenance supervisor and provide updates on the project upon request.
5. Provide a project timeline and any updates to that timeline to the CBJ’s designee. Property Owner will provide notice to the CBJ no less than 48 hours before commencing work.
6. Property Owner acknowledge and agree that the CBJ Property is a recreational park open to public use and it is of critical importance that the scope of work be completed in a timely and safe manner. Property Owner represent they have sufficient resources to complete the scope of work prior to commencing construction.
7. Property Owner will secure the construction area on the slope and at the base of the slope with fencing for the entire period of construction. Fencing shall remain until the slope is stabilized with vegetation and the grass is a thick healthy mat with 80% coverage. Property Owner or their contractors may not park vehicles in the emergency turnaround areas.
8. Property Owner will remove accumulated debris at the base of the slope subject to the scope of work, including woody debris, dead vegetation, rock and soil. This material shall be disposed of offsite.

9. Property Owner will revegetate the slope and all disturbed construction areas subject to the scope of work with topsoil and native vegetation including grass. The grass seed mix shall be 50-75% Red Fescue, 25-45% *Deschampsia cespitosa* and 5% annual rye. Other types of native plants shall be approved by CBJ. A thick, healthy mat of grass with 80% coverage is required by the end of the construction season. If this coverage is not obtained, Property owner will be required to revegetate and obtain this standard in the following season. All planting work must be complete between May 15 and August 15 of 2021 or 2022
10. Property Owner will install appropriate BMP's during construction to manage stormwater and prevent drainage or sediment accumulation from entering the park area.
11. Hire an experienced professional to manage execution of the contract documents including construction, site access and control.
12. Complete the construction work within 21 days of the start of construction. The start of construction shall be when any materials or equipment are brought to the site.

The CBJ agrees as follows:

13. The CBJ will support access to the site as reasonably able, including 1-2 spaces in the parking lot as needed for the staging of equipment in locations approved by Parks and Recreation. Minimal construction materials may be stored at the base of the slope and space shall be coordinated with Parks and Recreation for storage. Access may be reasonably limited when approved events are occurring in the park. The CBJ will provide the owner with a schedule of any approved events prior to construction so that will not increase their construction costs by causing delays.
14. The CBJ will maintain communication with Property Owner in a timely and reasonable manner regarding this MOA and scope of work.

Additionally, the Parties agree as follows:

Property Rights: This MOA does not create any new or additional property rights for Property Owner. This MOA does not create an easement for Property Owner. Property Owner will comply with CBJ requirements to obtain an easement for the storm water system.

Notices: The CBJ's primary representative for this agreement shall be the Parks and Landscape Supervisor. The Deputy Director of Parks and Recreation shall be an alternate representative. The Property Owner's primary representative for this agreement shall be Helen Clough. Any reliance on a communication with a person other than that listed below is at the party's own risk.

1. The contact for the CBJ is: Colby Shibler, Parks and Landscape Supervisor, (907) 364-2800, Colby.Shibler@juneau.org. The alternate contact is Michele Elfers, Deputy Director of Parks and Recreation, (907)364-2390, Michele.Elfers@juneau.org.
2. The contact for OWNER is: Helen Clough, hcloughak@gmail.com, 907-321-4004. The alternate contact during construction is Lucas Chambers, lucas@prohns.com, 907-738-7384 or 907-780-4004.

Termination: The CBJ may, by prior written notice, terminate this MOA, in whole or in part, if it deems the Property Owner are in material breach of the MOA or if the scope of work is

performed in a manner that creates an unreasonable hazard.

Property Owner Insurance Requirements: Property Owner, or any contractor Property Owner retains for the scope of work contemplated for this project or for ongoing maintenance of the project area, shall maintain the following insurance coverage:

1. **Commercial General Liability Insurance.** Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Contractor. This amount must be at least \$1,000,000 per occurrence, and \$2,000,000 aggregate. **This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers.**
2. **Workers Compensation Insurance.** If required by Alaska Statute (*see* Alaska Statute 23.30), Property Owner shall ensure that any Contractor must maintain Workers Compensation Insurance to protect the Contractor from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to the Contractor's firm, the Contractor's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Contractor must notify the City as well as the State Division of Workers Compensation immediately when changes in the Contractor's business operation affect the Contractor's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of \$100,000 per injury and illness, and \$500,000 policy limits. **If the Contractor is exempt from Alaska Statutory Requirements, the Contractor must provide written confirmation of this status in order for the CBJ to waive this requirement.**
3. **Comprehensive Automobile Liability Insurance.** The coverage shall include all owned, hired, and non-owned vehicles \$1,000,000 combined single limit coverage.

Indemnification: Property Owner agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Property Owner's performance of the scope of work subject to this MOA, without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 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 CBJ relating to this MOA. The obligations of OWNER arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify OWNER in a timely manner of the need for indemnification, but such notice is not a condition precedent to OWNER's obligations and is waived where OWNER has actual notice.

Choice of Law: The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this MOA. Venue for trial in any action shall be in Juneau, Alaska. The laws

of the State of Alaska shall govern the rights and obligations of the parties.

Severability: If a court of competent jurisdiction renders any part of this MOA invalid or unenforceable, that part will be severed and the remainder of this MOA will continue in full force and effect.

Waiver: Failure or delay by the CBJ to exercise a right or power under this MOA will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the CBJ. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

Agreement. All parties mutually agree to the terms of this MOA.

This Memorandum of Agreement is entered into as of the date signed by the Director of Parks and Recreation below.

CBJ, Parks & Recreation:

Date: _____

By: _____

Property Owner:

Date: _____

By: _____

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

Juneau Recording District

Document Type: Construction, Access and Drainage Easement

Grantor: City and Borough of Juneau

Grantee: Current and future owners of Lot 1, Golden Belt Addition and 3, Tract A Gold Belt Addition

CONSTRUCTION, ACCESS AND DRAINAGE EASEMENT

In exchange for \$1.00 and other valuable consideration, the **City and Borough of Juneau, Alaska** (a municipal corporation in the State of Alaska), **hereinafter referred to as "Grantor"** conveys a construction and drainage easement, as shown on the attached exhibit drawing, to the **current and future owners of Lot 1 of the Golden Belt Addition and Lot 3, Tract A of the Gold Belt Addition** (as described by deed) **hereinafter referred to as "Grantees."**

This easement is located on portions of US Mineral Survey 926 (Boston No. 2 Lode), US Survey 2348, and US Mineral Survey 761 (Fraction Lode) adjacent to Lot 1, Golden Belt Addition (Plat# 1913-2, Juneau, AK Recording District) and Tract A more particularly described in the attached Exhibit Drawing.

The purpose of the easement is to repair and stabilize the slope and provide improved drainage. The **Grantees** agree to share equally the expense of construction and general maintenance within the easement on City and Borough of Juneau property. Said easement to benefit the Grantees. The grant of this easement is in perpetuity and shall run with the land and shall be binding and effective on all future owners until such time as said easement is vacated by the Grantees. **The Grantor will not be responsible for any cost associated with the construction and maintenance of the easement.**

All parties shall keep the easement clear of obstructions, i.e., fences, materials, vehicles, equipment. The **Grantees** shall obtain all authorizations and permits required to construct and maintain the improvements within the easement. The **Grantee** will obtain written permission from the Grantor prior to performing any work or maintenance within the easement.

The City and Borough of Juneau is authorized to grant this easement pursuant to CBJ 53.09.300.

GRANTOR: City and Borough of Juneau, Alaska

The City and Borough of Juneau agree and sign below.

Duncan Rorie Watt
City and Borough Manager

Date

NOTARY

On this ____ day of _____, 2021, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared

to me known to be the persons described in and who executed the above and foregoing instrument, and acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes herein mentioned.

In witness whereof, I hereunto set my hand and official seal.

Notary Public for Alaska

My commission Expires: _____



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 Gladyszewski and Assembly Lands Housing & Economic Development Committee

DATE: May 13, 2021

FROM: Rorie Watt, City Manager

RE: Variances/Lot Depth

On May 11th, against staff recommendation, the Planning Commission granted a Variance to allow development of a lot with insufficient lot depth.

Variances are to be granted only in extreme and rare cases. In this instance, and in consultation with the Municipal Attorney, I believe that the Commission has erred. However, at a policy level there is a correct path that appears to be also a global benefit to the Land Use Code.

The subject case entails a proposed development of a property that is approximately 78' in depth, in this zoning district, a minimum lot of depth of 80' is required. Because there are numerous development options for the property, the granting of a Variance is inappropriate.

The Land Use Code requires numerous dimensional requirements including frontage, lot width, lot size; and front, side and rear yard setbacks. Because we have so many other dimensional requirements, lot depth appears to be an unnecessary criteria to achieve rational development.

Recommendation:

Direct the Manager to send a Title 49 Code Change to delete lot depth as a governing criteria to the Planning Commission for review (Planning Commission review of Title 49 changes is required by code).