

**Design Review Board
Notice of Decision**
File No.: HDR-03-92

April 15, 1992

Chuck Keen for
JMK and Mt. Juneau
P.O. Box 33741
Juneau, Alaska 99803

Application For: Design Review Permit

Legal Description: Building: Lot 1; Block N; Juneau Townsite
Parking: Lots 12, 13, 14; Block 2; Juneau Townsite

Parcel Number: Building: 1-CO7-0-B0N-001-0
Parking: 1-CO7-0-H02-012-0

Date Submitted: April 7, 1992

Hearing Date: April 14, 1992

The Design Review Board at their April 14, 1992, special public meeting approved your application for a design review permit to construct a commercial development in the Downtown Historic District subject to the following conditions:

1. The Applicant shall submit to, Staff for final review and approval, a parking plan which meets the dimensional standards as established by the CBJ zoning code.
2. The Applicant shall submit to Staff, for final review and approval, a color scheme for the building which meets the standards of the Downtown Historic District.
3. The Applicant shall submit to Staff, for final review and approval, a building design which features a horizontal canopy element or appears visually to appear horizontal.
4. The Applicant shall submit to Staff, for final review and approval, a building design which features a consistent storefront design which could be a false wall on the left side to reflect the right side.
5. The Applicant shall submit to Staff, for final review and approval, a building design which features cornices and details consistent with those established in the Downtown Historic District.

155 South Seward Street, Juneau, Alaska 99801

Chuck Keen
File No. HDR-03-92
Page 2

6. The Applicant shall obtain all necessary permits as required by the CBJ Building Department.

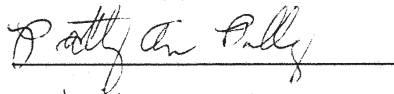
Effective Date: May 6, 1992

Expiration Date: This permit shall expire if no Building Permit is issued prior to November 6, 1993.

Project Planner:


Gary Gillette,
Planner II

RECEIVED BY CITY CLERK


H-15-92

cc: Debra Purves, Zoning Inspector

MEMORANDUM

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

DATE: April 13, 1992
TO: Design Review Board
FROM: Gary Gillette, Planner II
Community Development
SUBJECT: Design Review Permit
FILE: HDR-03-92
HEARING DATE: April 14, 1992

GENERAL INFORMATION

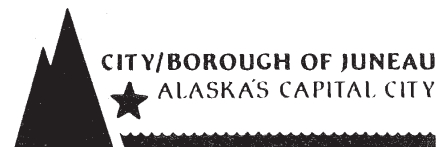
Applicant: Chuck Keen for JMK and Mt. Juneau
Property Owner: Chuck Keen
Requested Action: Design Review Permit
Purpose: To construct a commercial retail development in the
Downtown Historic District.
Legal Description: Building: Lot 1; Block N; Juneau Townsite
Parking: Lots 12, 13, 14; Block 2; Juneau Townsite
Parcel No.: Building: 1-CO7-0-B0N-001-0
Parking: 1-CO7-0-H02-012-0
Existing Land Use: Vacant
Surrounding Land Use: North: Commercial
South: Commercial
East: Vacant
West: Commercial
Zoning: MU - Mixed Use
Utilities: Public

BACKGROUND

General - The Applicant proposes to construct a 1, 994 +/- square foot wood framed building for use as a retail/commercial development.

Parking and Circulation - The Applicant proposes to construct a five (5) space parking lot located on adjacent property owned by the Applicant. Access for the lot will be off Gastineau Avenue.

Building Design - The Applicant proposes a "U" shaped building design as shown on the submitted drawings. It features a sloping roof and canopy, horizontal T&G wood siding, "false front" and open guardrails. No paint colors have been submitted at this time.



Landscaping - The Applicant proposes landscaping as shown on the submitted drawings to include planter boxes and potted evergreens. A log bench is included in the "U" of the building.

Lighting - The Applicant has not proposed any exterior site lighting.

Signs - The Applicant proposes to install one freestanding sign as indicated on the submitted drawings.

ANALYSIS

General - The proposed use of the building is allowed in the MU - Mixed Use zone with CDD Staff review only. The proposed development does not meet CDD Regulations 4 CBJAC 080.050 (b) Setback Standard. The standard states that front and side setbacks for new construction or additions shall maintain the visual continuity of the streetscape. The building does meet the standard on the left side (facing the building). A fire hydrant is located on the Applicant's property on the right side which restricts the setback in this area. The center portion of the "U" does not continue the established setback.

Parking and Circulation - The required number of parking spaces for the proposed development is as follows:

Restaurant: 1 space per 150 sq. ft.	
or 1 space per 4 seats	
whichever is greater	= 5
Retail: 1 space per 200 sq. ft.	= 5
Subtotal	= 10
PD1 reduction X.4	= 4

The Applicant proposes five (5) spaces which exceeds the requirements for number of spaces. However, the parking lot design as shown on the submitted drawings does not meet the dimensional standards as established by the zoning code. The required parking space size is nineteen (19) feet by nine (9) feet and a two way traffic aisle width of twenty (20) feet is required for 30° angled parking.

Building Design - The proposed does not meet the CDD Regulations in a couple of areas and would better fit the historic district theme with some minor embellishments. The following discussion addresses specific items to be considered:

- (1) Canopy Standard: The CDD Regulations stipulate that canopys shall be horizontal to maintain the historic character established in the district. Sloping canopys or roofs can be used if a false front or horizontal fascia are used to give a visual appearance of being horizontal from the street.
- (2) Architectural Standard: The CDD Regulations refer to architectural details such as cornices, mouldings, and brackets to be constructed in the historic architectural character in new construction. The details shall be suitable to the building and shall conform to the dimension and detail established by precedents found on comparable buildings or within the district. The proposed design shows cornice applicaitons on some of the walls but not others, this should be consistent throughout the project.

- (3) Color Standard: All colors and the placement of color on the building should preserve or emphasize the architectural detailing. No color schemes have been submitted by the Applicant at this time.
- (4) Front Facades: New construction on a major street shall utilize the elements and proportions of a typical storefront facade at street level. The typical storefront in downtown Juneau is large plate glass windows on the first floor and double hung windows on the upper floors. The proposed building has double hung windows on one side and an open railing on the other.

Landscaping - The planters and potted plants generally meets the landscaping requirements of the CDD Regulations.

Lighting - No exterior lighting is required and none proposed.

Signs - The allowable signs for this project is as follows:

	<u>No. Signs</u>	<u>Allowable Area</u>
	1 for building = 1	45 Square feet = 45
	1 per tenant	10 Sq. Ft. per tenant
	X 6 = 6	X 6 = 60
Total	7 Signs	115 Sq. Ft.

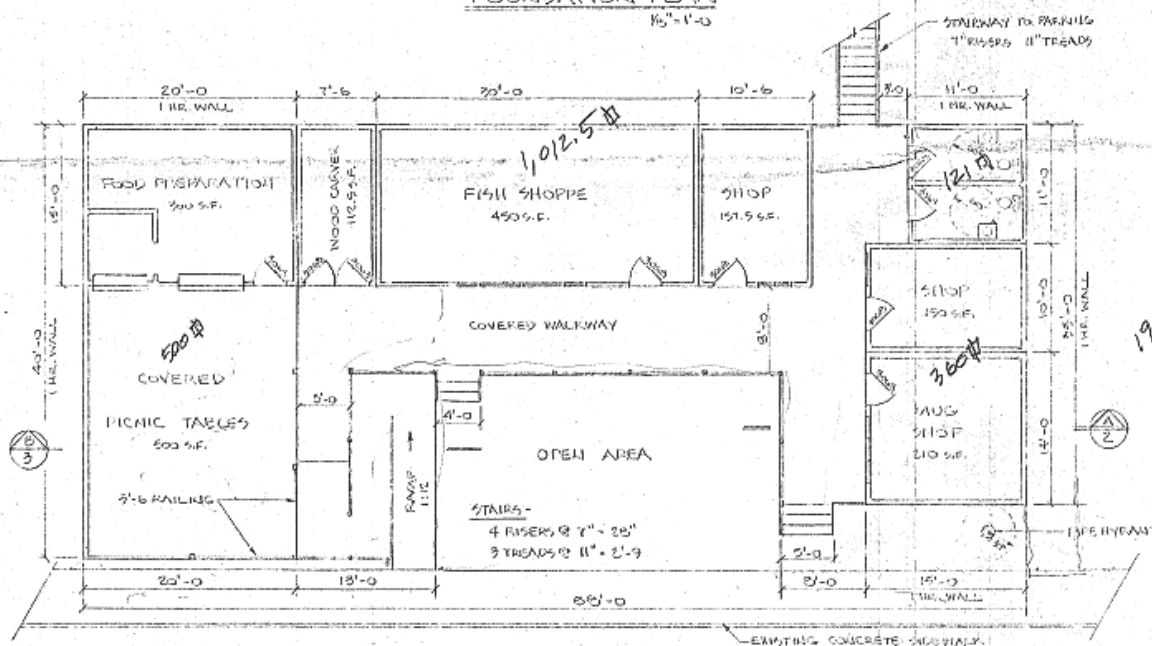
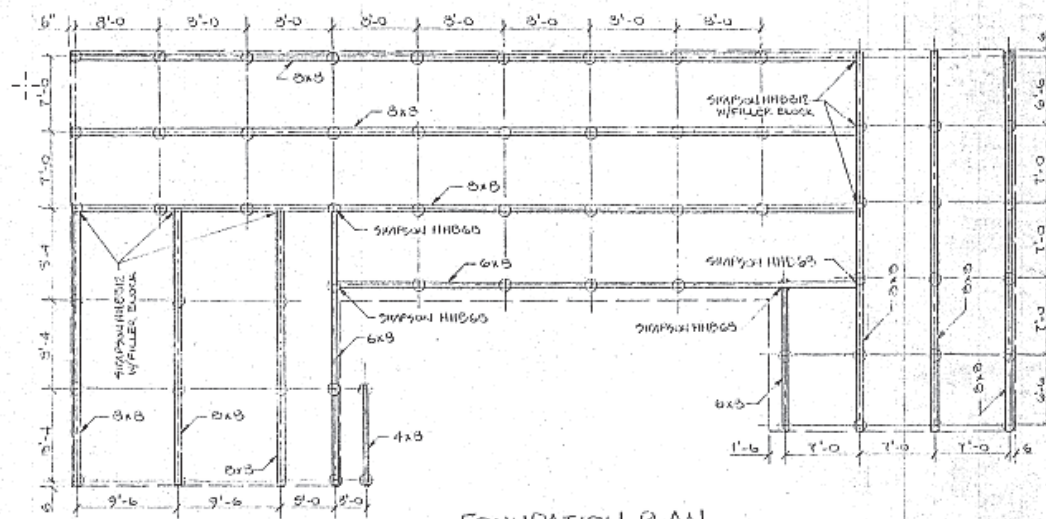
The proposed sign meets the current sign ordinance.

STAFF RECOMMENDATION - Approval - Conditionally

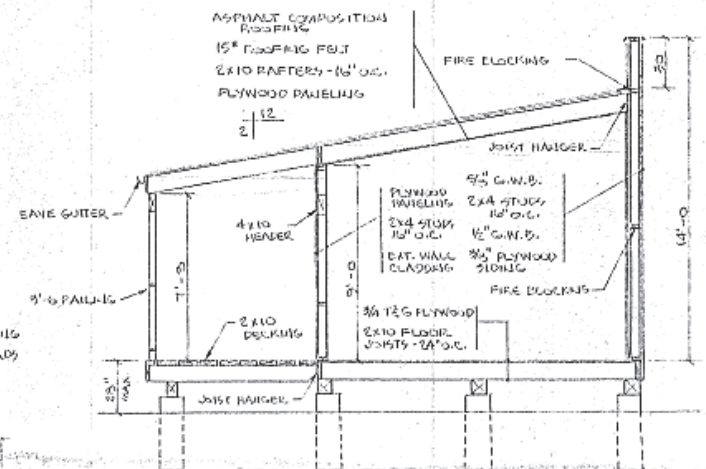
Staff recommends approval of the proposed project subject to the following conditions:

1. The Applicant shall submit to Staff for final review and approval a parking plan which meets the dimensional standards as established by the CBJ zoning code.
2. The Applicant shall submit to Staff for final review and approval a color scheme for the building which meets the standards of the Downtown Historic District.
3. The Applicant shall submit to Staff for final review and approval a building design which features a horizontal canopy element or appears visually to be horizontal.
4. The Applicant shall submit to Staff for final review and approval a building design which features a consistent storefront design which could be a false wall on the left side to reflect the right side.
5. The Applicant shall submit to Staff for final review and approval a building design which features cornices and details consistent with those established in the Downtown Historic District.
6. The Applicant shall obtain all necessary permits as required by the CBJ Building Department.

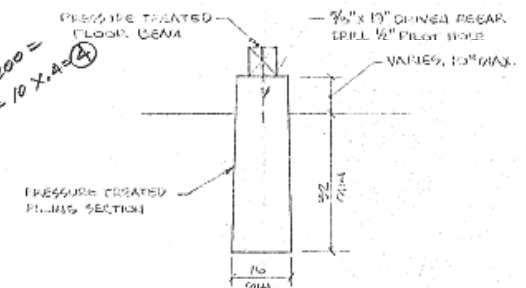
Doc: HDR0392.GG



SCALE - AS SHOWN
DRAWN - FWD
SHEET 2 OF 3



$$1997.5 \\ = 1994 + 200 = \\ 9.96 = 10 \times .4 = 4$$



BUILDING CODE DATA:

B-2 OCCUPANCY	75 PSF FLOOR LINE LOAD
M.R. TYPE V CONSTRUCTION	40 PSF ROOF LINE LOAD
1501 S.F. ENCLOSED AREA	30 PSF WIND LOAD
1024 S.F. COVERED AREA	

SOUTH FRANKLIN STREET SHOPS

LOT 1, BLOCK N, JUNEAD TOWNSITE
AT JUNEAD ENTERPRISES, INC.
P.O. Box 95741 - JUNEAU, ALASKA 99805



- 1) 6" UNDERDRAIN INSTALLED ON UPHILL SIDE OF CURB FROM STA 11+20 LT TO STA 24+80 LT. CONNECTED TO CATCH BASINS ON LEFT SIDE OF ROADWAY FOR THE PURPOSE OF CLEANING OUT.
- 2) ALL WATER SERVICES ARE 1"CU (UNLESS NOTED OTHERWISE)
- 3) ALL SS STUBS ARE 6"PVC (UNLESS NOTED OTHERWISE). SD SERVICES CTE TO MATCH EXISTING SIZE.
- 4) ALL SD STUBS ARE 6"PVC (UNLESS NOTED OTHERWISE). SD SERVICES CTE TO MATCH EXISTING SIZE.

AJT MINING PROPERTIES
PACIFIC COAST
BLOCK 5 LOT 1

TRAMWAY BUILDING CORP
PACIFIC COAST
BLOCK 2 LOT 13



AS-BUILT

I hereby certify that the as-built measurements shown hereon were made by myself or under my direction and are correct.

JIM MICHAEL KEEN
JUNEAU
BLOCK N TR B
789-9431

SEE AS-BUILT SHEET U11A
FOR BULGER WAY AS-BUILTS

TRAMWAY BUILDING CORP
PACIFIC COAST
BLOCK 2 LOT 14

TRAMWAY BUILDING CORP
PACIFIC COAST
BLOCK 2 LOT 13

FILE: D.dwg				DATE: 03/12/01
REV.	DATE	BY	DESCRIPTION OF CHANGE	DESIGN:
				C. BISHOP
				DRAWN:
				P.DZWONOWSKI
				CHECKED:
				N.LEIGH
RECORD OF REVISIONS				



USKH

3031 Clinton Drive, Suite 200
Juneau, Alaska 99801
907/790-2901
907/790-3901 (fax)

Architecture	•	Engineering
Land Surveying	•	Planning

USKH WO# 595500



CITY AND BOROUGH OF JUNEAU

DEPARTMENT OF ENGINEERING

GASTINEAU AVENUE RECONSTRUCTION
CONTRACT No. E01-200

ROAD PLAN - ASBUILT
STA 20+90 TO STA 22+40

SHEET NO.

R9

MATCHLINE - STA 22+40

MATCHLINE - STA 23+80

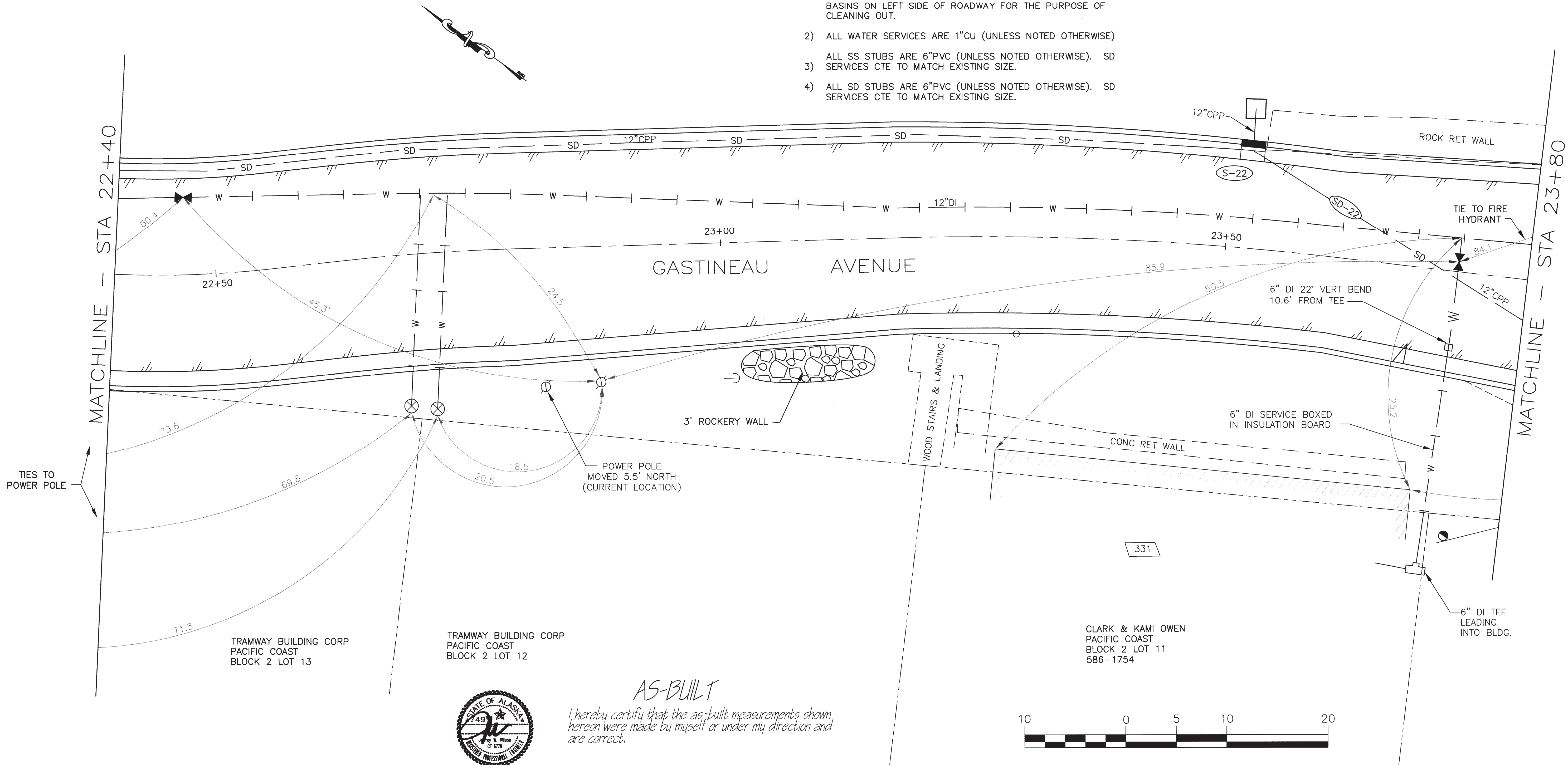
AJT MINING PROPERTIES
PACIFIC COAST
BLOCK 5 LOT 2

AJT MINING PROPERTIES
PACIFIC COAST
BLOCK 5 LOT 3

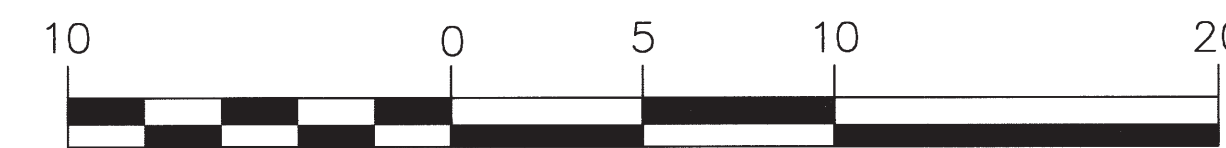
AJT MINING PROPERTIES
PACIFIC COAST
BLOCK 5 LOT 4

NOTES:

- 1) 6" UNDERDRAIN INSTALLED ON UPHILL SIDE OF CURB FROM STA 11+20 LT TO STA 24+80 LT. CONNECTED TO CATCH BASINS ON LEFT SIDE OF ROADWAY FOR THE PURPOSE OF CLEANING OUT.
- 2) ALL WATER SERVICES ARE 1"CU (UNLESS NOTED OTHERWISE)
- 3) ALL SS STUBS ARE 6"PVC (UNLESS NOTED OTHERWISE). SD SERVICES CTE TO MATCH EXISTING SIZE.
- 4) ALL SD STUBS ARE 6"PVC (UNLESS NOTED OTHERWISE). SD SERVICES CTE TO MATCH EXISTING SIZE.

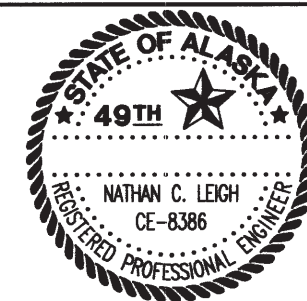


AS-BUILT
I hereby certify that the as-built measurements shown hereon were made by myself or under my direction and are correct.



FILE: D.dwg				DATE: 03/12/01
REV.	DATE	BY	DESCRIPTION OF CHANGE	DESIGN: C. BISHOP
				DRAWN: P.DZWONOWSKI
				CHECKED: N.L.FIGH
RECORD OF REVISIONS				

DATE: 03/12/01
DESIGN: C. BISHOP
DRAWN: P.DZWONOWSKI
CHECKED: N. LEIGH



USKH

3031 Clinton Drive, Suite 200
Juneau, Alaska 99801
907/790-2901
907/790-3901 (fax)

Architecture • Engineering
Land Surveying • Planning

USKH WO# 595500



CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

DEPARTMENT OF ENGINEERING

GASTINEAU AVENUE RECONSTRUCTION
CONTRACT No. E01-200

ROAD PLAN - ASBUILT
STA 22+40 TO STA 23+80

SHEET NO.

R10

ROAD EASEMENT

BOOK 0581 PAGE 723

In consideration of the benefits derived therefrom, the GRANTOR(S): TRAMWAY BUILDING CORPORATION, whose address is P.O. Box 33741, Juneau, Alaska 99803, conveys and quitclaims to the GRANTEE: THE CITY AND BOROUGH OF JUNEAU, a municipal corporation whose office is located at 155 South Seward Street Juneau, Alaska 99801, a perpetual road easement for the purpose of constructing, reconstructing, maintaining, repairing, and improving curb and gutter across, through, or under any or all of the following described property within the Juneau Alaska Recording District:

That portion of: PACIFIC COAST BLOCK 2 LOT 13 from the northeasterly property line to the back of curb and gutter constructed as part of the Gastineau Avenue Reconstruction project, CBJ Contract #E01-200 as shown on Attachment A.

SEE ATTACHMENT A

The GRANTOR hereby agrees not to construct or have constructed any structures on the easement described herein.

Dated this 21st day of Sept. 2001.

By: Jim Michael Keen
Jim Michael Keen (GRANTOR)
For Tramway Building Corporation

ACKNOWLEDGEMENT

STATE OF ALASKA)
 : ss
FIRST JUDICIAL DISTRICT)

Juneau Recording District
This is to certify that on the 21st day of Sept 2001, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, appeared Jim Michael Keen, on behalf of the Tramway Building Corporation, to me known and known to me to be the GRANTOR in the foregoing easement, acknowledged to me that he executed the same freely and voluntarily, being fully authorized to do so.

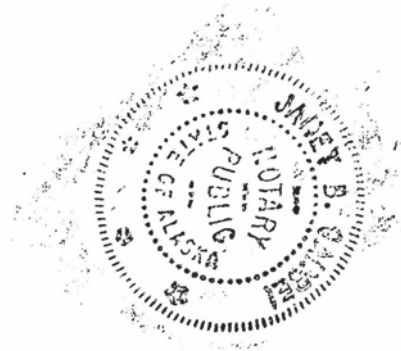
Witness my hand and official seal on the day and year in this certificate first above written.

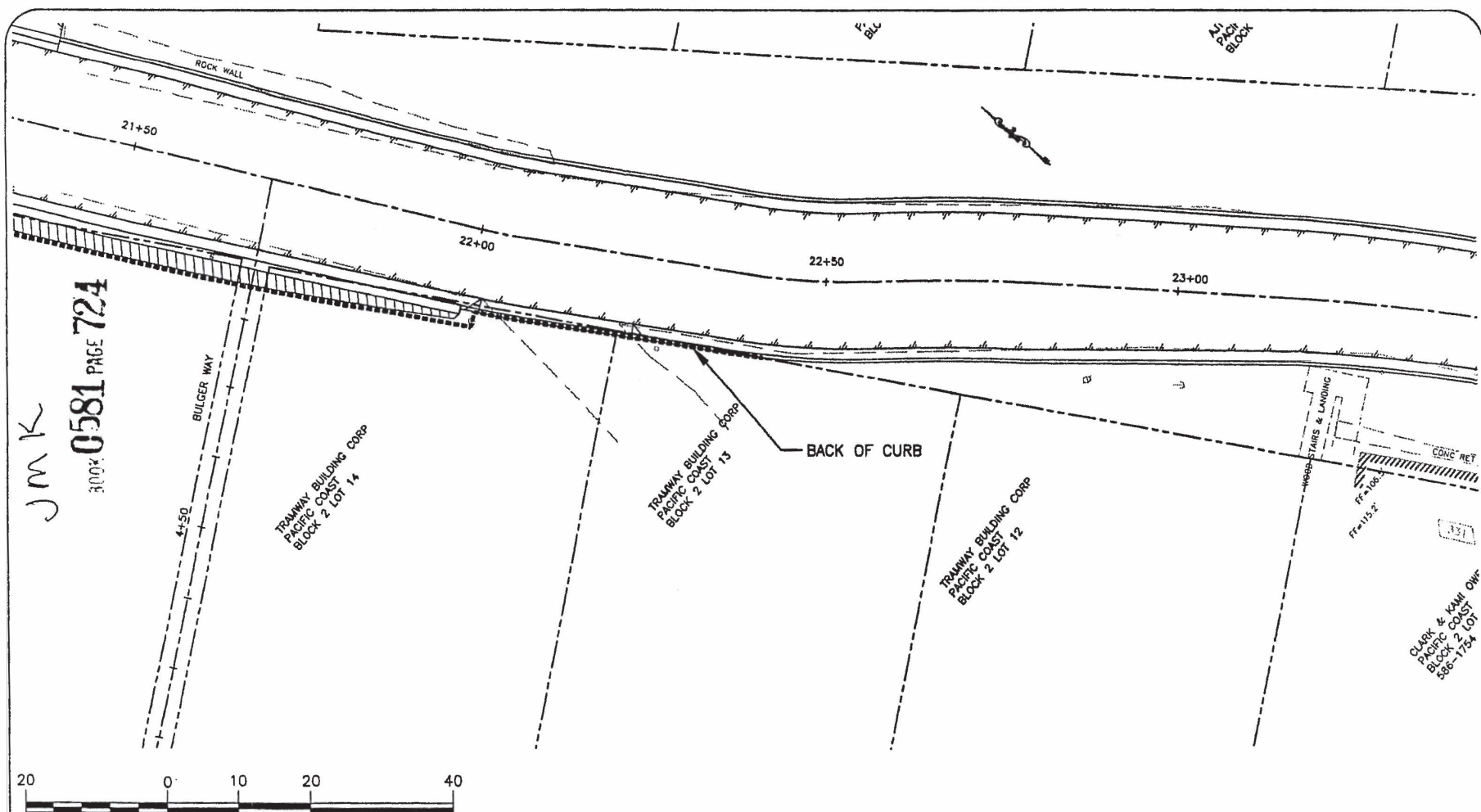
Janet B. Sanbei, Notary Public

My commission expires: 6.7.2004

Return to:

Tina Brown
CITY AND BOROUGH OF JUNEAU
ENGINEER
155 SOUTH SEWARD ST.
JUNEAU AK 99801





Property Location:
PACIFIC COAST
Block 2, Lot 13

Assessor's Parcel:
1C070H020120

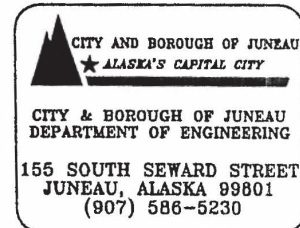
Owner:
TRAMWAY BUILDING CORP

Owner:

Mailing Address:
BOX 33741
JUNEAU ALASKA 99803

ATTACHMENT A GASTINEAU AVENUE RECONSTRUCTION PERPETUAL EASEMENT SKETCH

PERPETUAL EASEMENT DESCRIPTION:
FROM THE BACK OF THE CURB
AND GUTTER TO THE NORTHEASTERLY
PROPERTY LINE.



309* 0581 PAGE 725

010050
JUNEAU 18.00
RECORDING DISTRICT

2001 OCT 19 A 11:13
REQUESTED BY CBJ

100704020120

BOOK 0581 PAGE 726

ROAD and RETAINING WALL EASEMENT

In consideration of the benefits derived therefrom, the GRANTOR(S): TRAMWAY BUILDING CORPORATION, whose address is P.O. Box 33741, Juneau, Alaska 99803, conveys and quitclaims to the GRANTEE: THE CITY AND BOROUGH OF JUNEAU, a municipal corporation whose office is located at 155 South Seward Street Juneau, Alaska 99801, a perpetual road and retaining wall easement for the purpose of constructing, reconstructing, maintaining, repairing, and improving a retaining wall and curb and gutter across, through, or under any or all of the following described property within the Juneau Alaska Recording District:

That portion of: PACIFIC COAST BLOCK 2 LOT 14 from the northeasterly property line to the base of retaining wall, and to the back of curb and gutter constructed as part of the Gastineau Avenue Reconstruction project, CBJ Contract #E01-200 as shown on Attachment A.

SEE ATTACHMENT A

The GRANTOR hereby agrees not to construct or have constructed any structures on the easement described herein.

Dated this 21st day of Sept 2001.

By: Jim Michael Keen
Jim Michael Keen (GRANTOR)
For Tramway Building Corporation

ACKNOWLEDGEMENT

STATE OF ALASKA)
: ss
FIRST JUDICIAL DISTRICT)

Juneau Recording District

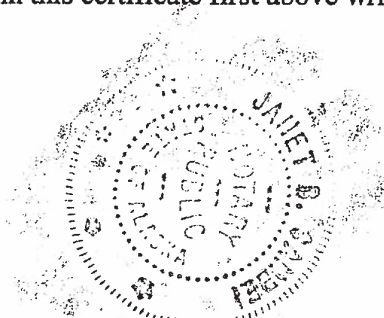
This is to certify that on the 21st day of Sept 2001, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, appeared Jim Michael Keen, on behalf of Tramway Building Corporation, to me known and known to me to be the GRANTOR in the foregoing easement, acknowledged to me that he executed the same freely and voluntarily, being fully authorized to do so.

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

Janet B. Sanbei, Notary Public

My commission expires: 10/3 6.7.2004

Return to:
Tina Brown
CITY AND BOROUGH OF JUNEAU
ENGINEER'S ASSISTMENT
150 SOUTH SEWARD ST



010051

JUNEAU RECORDING DISTRICT

2001 OCT 19 A 11:14

REQUESTED BY *CBJ*

BULGER WAY

3+50

4+00

4+50

21+50

22+00

TRAMWAY BUILDING CORP
PACIFIC COAST
BLOCK 2 LOT 14

RETAINING WALL

BACK OF CURB

TRAMWAY BUILDING CORP
PACIFIC COAST
BLOCK 2 LOT 13

CONC RET WALL

CONC WALL

ROCK DRAIN

500' PAGE 727 0581

L & PATRICIA LEE HICKORY
COAST LOT 1

JMK



TERRY L. L.

CITY AND BOROUGH OF JUNEAU
★ ALASKA'S CAPITAL CITY

CITY & BOROUGH OF JUNEAU
DEPARTMENT OF ENGINEERING
155 SOUTH SEWARD STREET
JUNEAU, ALASKA 99801
(907) 586-5230

ATTACHMENT A GASTINEAU AVENUE RECONSTRUCTION PERPETUAL EASEMENT SKETCH

PERPETUAL EASEMENT DESCRIPTION:

FROM THE BASE OF RETAINING WALL
AND ALONG BACK OF CURB AND GUTTER,
TO NORTHEASTERLY PROPERTY LINE.

Property Location:
PACIFIC COAST
Block 2, Lot 14

Assessor's Parcel:
1C070H020120

Owner:

TRAMWAY BUILDING CORP

Owner:

Mailing Address:

BOX 33741
JUNEAU ALASKA 99803

PERMANENT EASEMENT:

TRMWAY1

Agreement between Tramway Building Corp., Jim Michael Keen, and the City & Borough of Juneau, Alaska.

Pursuant to a perpetual retaining wall easement and a temporary construction easement granted by Jim Michael Keen, (Grantor) whose property is Juneau Townsite Block N Tract B; and pursuant to a perpetual retaining wall and road easement, a perpetual road easement, and temporary construction easement granted by Tramway Building Corporation (Grantor), whose property is Pacific Coast Block 2 Lots 12, 13, and 14, to the City & Borough of Juneau (Grantee), 115 South Seward Street, Juneau, Alaska 99801, the Grantors agree to accept monetary compensations in separate lump-sum amounts, in addition to the planned improvements to said Grantor's property in accordance with CBJ Contract E01-200 Gastineau Avenue Reconstruction project, as full compensation in consideration for granting said easements to the Grantee. The City and Borough of Juneau, as Grantee, agrees to provide said lump-sum amounts in separate payments to Grantors payable ~~no later than 90 days from acceptance of~~ ^{upon signing} this agreement, which shall be calculated based on the following formula:

Payment to Jim Michael Keen:

Block N Tract B

Retaining Wall Easement	\$50/psf x 164sf	=	\$8,200
Temporary Construction Easement	\$50/psf x 2,128sf x 9% x .25yrs.	=	2,394
Total Compensation Amount			\$10,594

Payment To Tramway Building Corporation:

Block 2 Lots 12, 13, & 14

Retaining Wall & Roadway Easement	\$50/psf x 113sf	=	\$5,650
Temporary Construction Easement	\$50/psf x 3,303sf x 9% x .25yrs.	=	3,716
Total Compensation Amount			\$9,366

The Grantor shall retain all established air rights above said perpetual easements and retain all original property setbacks for said lots.

The Grantor may cross over the four foot wide Bulger Way right-of-way between Tract B Block N and Lot 14 Block 2 during future private construction projects.

Jim Michael Keen and Tramway Building Corporation hereby warrant that they have title and authority to grant this land use to CBJ and that they will indemnify, defend, and hold CBJ harmless from any challenge to title or authority to grant CBJ this property for the purposes stated herein and the accompanying easement documents.

This agreement shall enure to the benefit of, and shall be binding upon the successors, executors, administrators, heirs, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the 17th day of September, 2001.

GRANTOR(S)

Jim Michael Keen 9/21/01
Jim Michael Keen Date
GRANTOR

Jim Michael Keen 9/21/01
Jim Michael Keen For Date
Tramway Building Corp.
GRANTOR(S)

GRANTEE
CITY AND BOROUGH OF JUNEAU

John Stone SEP 17, 2001
John Stone Date
Engineering Director

ACKNOWLEDGEMENT

Juneau Recording District

THIS CERTIFIES that on this 17th day of Sept., 2001, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Jim Michael Keen to me known and known to me to be the person described in and who executed the within and foregoing instrument, and they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

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



Janet B. Sanbei
Notary Public for Alaska
6-7-2004
My commission expires:

ACKNOWLEDGEMENT

THIS CERTIFIES that on this 21st day of Sept., 2001, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Jim Michael Keen on behalf of Tramway Building Corporation to me known and known to me to be the person described in and who executed the within and foregoing instrument, and they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

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



Janet B. Sanbei
Notary Public for Alaska
6.7.2004
My commission expires:

ACKNOWLEDGEMENT

THIS CERTIFIES that on this 12th day of Sept., 2001, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared John Stone on behalf of the City & Borough of Juneau to me known and known to me to be the person described in and who executed the within and foregoing instrument, and they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

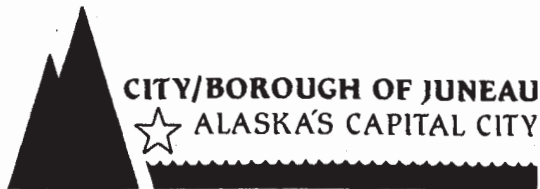
WITNESS my hand and official seal the day and year in this certificate first above written.



Janet B. Sanbei
Notary Public for Alaska
June 7, 2004
My commission expires:

Return to:
Tina Brown
CITY AND BOROUGH OF JUNEAU
ENGINEERING DEPARTMENT
155 SOUTH SEWARD ST.
JUNEAU, AK 99801

010053
JUNEAU B.O.D.
RECORDING DISTRICT
2001 OCT 19 A 11:14
REQUESTED BY C&T



**COMMUNITY DEVELOPMENT
NOTICE OF DECISION**

Date: August 22nd, 2012

File No.: AME2011-0005

Rich Conneen, Architects
7081 North Douglas Hwy
Juneau, AK 99801

Proposal: Amend the official Avalanche/ Landslide Hazard Map to reclassify the applicant's property from the mapped Severe Hazard zone to Moderate zone.

Legal Descriptions: Lots 3, and 12 – 14, Pacific Coast Sub

Property Address: 307 South Franklin Street


Parcel Code No.: 1C070H020020

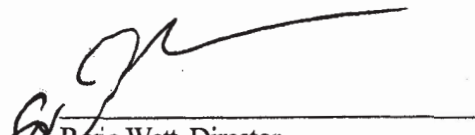
The Directors of the Engineering and Community Development Departments have granted your hazard map amendment to reclassify the subject properties from Severe to Moderate Hazard Zone as described in the site specific studies submitted with the application.

This Notice of Decision does not authorize any construction activity. Prior to starting any development project, it is the applicant's responsibility to obtain any required permits.

This Notice of Decision constitutes a final decision of the Directors of the Engineering and Community Development Departments. Appeals must be brought to the Planning Commission in accordance with CBJ 49.20.110. Appeals must be filed with the Community Development Department by 4:30 P.M. on the day twenty days from the date of the decision.

If you have any questions regarding your project or anticipate any changes to your plans, please call the Community Development Department at (907) 586-0715.


Greg Chaney, Acting Interim Director
Community Development Department


Ronie Watt, Director
Engineering Development

cc: Plan Review

NOTE: The Americans with Disabilities Act (ADA) is a federal civil rights law that may affect this development project. ADA regulations have access requirements above and beyond CBJ-adopted regulations. Owners and designers are responsible for compliance with ADA. Contact an ADA - trained architect or other ADA trained personnel with questions about the ADA: Department of Justice (202) 272-5434, or fax (202) 272-5447, NW Disability Business Technical Center (800) 949-4232, or fax (360) 438-3208.



August 16, 2012

FILE: AME2011-05

SUB: Hazard Boundary Reassessment
Lot 3, 12, 13 & 14, Pacific Coast Sub

Rich Conneen, Architects
7081 North Douglas Hwy
Juneau, AK 99801

Dear Mr. Conneen:

As stated in CBJ Code 49.70.300 (4) an owner/developer may seek departmental relocation of the hazard boundary as presented in the CBJ 1972 Hazard Study. The CBJ will allow relocation based on a site-specific study by an engineer experienced in avalanche and landslide analysis.

The CBJ Engineering Department has received two reports from Baxandall Associates, Civil & Environmental Engineering prepared by Bill Baxandall, P.E. Mr. Baxandall is recognized as a "Local Expert" in the area of avalanche/landslide analysis. After review of the report sealed 8-13-2012, and a previously submitted report sealed 7-18-2010, by Mr. Baxandall, the CBJ Engineering Department has no objection to reclassifying the subject properties Lots 3, 12, 13 & 14 Pacific Coast Addition from Severe Hazard Zone to Moderate Hazard Zone.

However, it shall be stated, snow avalanches and landslides may occur outside hazard areas in excess of engineering expectations. The location and severity of a specific event may be increased by manmade or natural causes. This letter does not imply that property or structures previously mapped within a potential hazard area will be free from danger or damage. Please note the acceptance of the Baxandall Study and the removal of the above listed property from the Severe Hazard Zone shall not create liability on the part of the City and Borough of Juneau as stated in CBJ Code 49.70.300 (c).

The force and extent of avalanches and mass wasting are subjective. Subsequently, future property owners should receive full disclosure as to the content of the Baxandall study and CBJ findings.

Sincerely,

Ron King, PLS, Chief Regulatory Surveyor
CBJ General Engineering Department

Scan cc: John Bohan, P.E., Acting Engineering Director - CBJ Engineering Department
Eric Feldt, Planner - CBJ Community Development Department



CITY/BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

COMMUNITY DEVELOPMENT
NOTICE OF DECISION

Date: February 11, 2013

File No.: AME2013 0003

Steve Soenksen
P.O. Box 35854
Juneau, AK 99803

Application For: Amendment of the official Avalanche/Landslide Hazard Map to reclassify the subject properties from severe to moderate hazard zone.

Legal Description: PACIFIC COAST ADDITION BL 2 LT 12, 13, 14

Property Address: Bulger Way

Parcel Code No.: 1-C07-0-H02-012-0

The Directors of the Engineering and Community Development Department have granted your hazard map amendment to reclassify the subject properties from Severe to Moderate Hazard Zone as described in the site-specific studies submitted with the application.

This Notice of Decision does not authorize any construction activity. Prior to starting any development project, it is the applicant's responsibility to obtain any required permits.

This Notice of Decision constitutes a final decision of the Directors of the Engineering and Community Development Departments. Appeals must be brought to the Planning Commission in accordance with CBJ 49.20.110. Appeals must be filed with the Community Development Department by 4:30 PM on the day twenty days from the date of this decision.

If you have any questions regarding your project or anticipate any changes to your plans, please call the Community Development Department at (907) 586-0715.



Hal Hart, Director
Community Development Department



Rorie Watt, Director
Engineering Department

NOTE: The Americans with Disabilities Act (ADA) is a federal civil rights law that may affect this recommended map change. ADA regulations have access requirements above and beyond CBJ - adopted regulations. Contact an ADA - trained architect or other ADA trained personnel with questions about the ADA: Department of Justice (202) 272-5434, or fax (202) 272-5447, NW Disability Business Technical Center (800) 949-4232, or fax (360) 438-3208.

DEVELOPMENT PERMIT APPLICATION

Project Number AME20130003	CITY and BOROUGH of JUNEAU	Date Received: 1/28/13
Project Name (City Staff to Assign Name)		

INFORMATION	Project Description Amend the official Avalanche / Landslide Hazard Map to Reclassify from Severe to Moderate hazard zone		
	PROPERTY LOCATION		
	Street Address Bulger Way	City/Zip Juneau, AK	
	Legal Description(s) of Parcel(s) (Subdivision, Survey, Block, Tract, Lot) Lots 12, 13, 14 Pacific Coast Subdivision		
	Assessor's Parcel Number(s) 1C070H020120		
	LANDOWNER / LESSEE		
	Property Owner's Name Douglas J Trucano	Contact Person: Douglas Trucano	Work Phone:
	Mailing Address PO Box 20870 Juneau AK 99802	Home Phone: 907-586-2444	Fax Number:
	E-mail Address	Other Contact Phone Number(s): 907-957-7550	
	PROJECT / APPLICANT	<p>I am (we are) the owner(s) or lessee(s) of the property subject to this application and I (we) consent as follows:</p> <p>A. This application for a land use or activity review for development on my (our) property is made with my complete understanding and permission.</p> <p>B. I (we) grant permission for officials and employees of the City and Borough of Juneau to inspect my property as needed for purposes of this application.</p>	
<input checked="" type="checkbox"/> Douglas Trucano Landowner/Lessee Signature		1/25/13 Date	
<input checked="" type="checkbox"/> Landowner/Lessee Signature		Date	
<p>NOTICE: The City and Borough of Juneau staff may need access to the subject property during regular business hours and will attempt to contact the landowner in addition to the formal consent given above. Further, members of the Planning Commission may visit the property before the scheduled public hearing date.</p>			
APPLICANT			
Applicant's Name Steve Soenksen		Contact Person: Steve	Work Phone: 907-957-7550
Mailing Address PO Box 35854 Juneau AK 99803		Home Phone: 907-957-7550	Fax Number:
E-mail Address SSoenK@yahoo.com		Other Contact Phone Number(s):	
<input checked="" type="checkbox"/> [Signature] Applicant's Signature		1/28/2013 Date of Application	

STAFF APPROVALS	OFFICE USE ONLY BELOW THIS LINE		
	<input checked="" type="checkbox"/>	Building/Grading Permit	
		City/State Project Review and City Land Action	
		Inquiry Case (Fee In Lieu, Letter of ZC, Use Not Listed)	
		Mining Case (Small, Large, Rural, Extraction, Exploration)	
		Sign Approval (If more than one, fill in all applicable permit #'s)	
		Subdivision (Minor, Major, PUD, St. Vacation, St. Name Change)	
		Use Approval (Allowable, Conditional, Cottage Housing, Mobile Home Parks, Accessory Apartment)	
		Variance Case (De Minimis and all other Variance case types)	
		Wetlands Permits	
	<input checked="" type="checkbox"/>	Zone Change Application - Hazard Map Amendment	NO 1/28/13 AME20130003
		Other (Describe)	
	<p>Comments:</p> <p>***Public Notice Sign Form filled out and in the file.</p>		
			Permit Intake Initials

NOTE: DEVELOPMENT PERMIT APPLICATION FORMS MUST ACCOMPANY ALL OTHER COMMUNITY DEVELOPMENT DEPARTMENT APPLICATIONS
 I:\FORMS\2010 Applications Revised November 2009

ZONE CHANGE APPLICATION

Project Number AME20130003	Project Name (15 characters)	Case Number AME	Date Received 1/28/13
--------------------------------------	------------------------------	---------------------------	---------------------------------

LEGAL DESCRIPTION(S) AND LIMITS OF PROPERTY TO BE REZONED:

LOTS 12-14 Pacific Coast Subdivision

IS THIS AN EXPANSION OF AN EXISTING ZONE?

☐ Yes ☐ No

Total Land Area of Proposed Change High Hazard Zone ^{acres} Comp Plan Designation _____

Current Zone(s) _____ to Moderate Hazard Zone Comp Plan Map _____

New Zone Requested _____

TYPE OF ZONE CHANGE REQUESTED:

☐ Regular ☐ Transition

HAS THIS OR A SIMILAR ZONE CHANGE BEEN REQUESTED IN THE PREVIOUS 12 MONTHS?

☒ Yes File No. AME 2011-005 ☒ No

UTILITIES AVAILABLE:

WATER: ☒ Public ☐ On Site

SEWER: ☒ Public ☐ On Site

PURPOSE OF THE REQUESTED ZONE CHANGE:

IS THERE A PROPOSED USE OF THE LAND?

☒ Yes ☐ No

PROPOSED BUFFERS TO ADJACENT ZONES?

☐ Yes ☐ No

DESCRIBE (INCLUDING TYPE AND DENSITY OF PROPOSED DEVELOPMENT):

- Multi-Family Buildings

DESCRIBE ANY POTENTIAL IMPACTS TO PUBLIC INFRASTRUCTURE:

STREETS:

WATER:

SEWER:

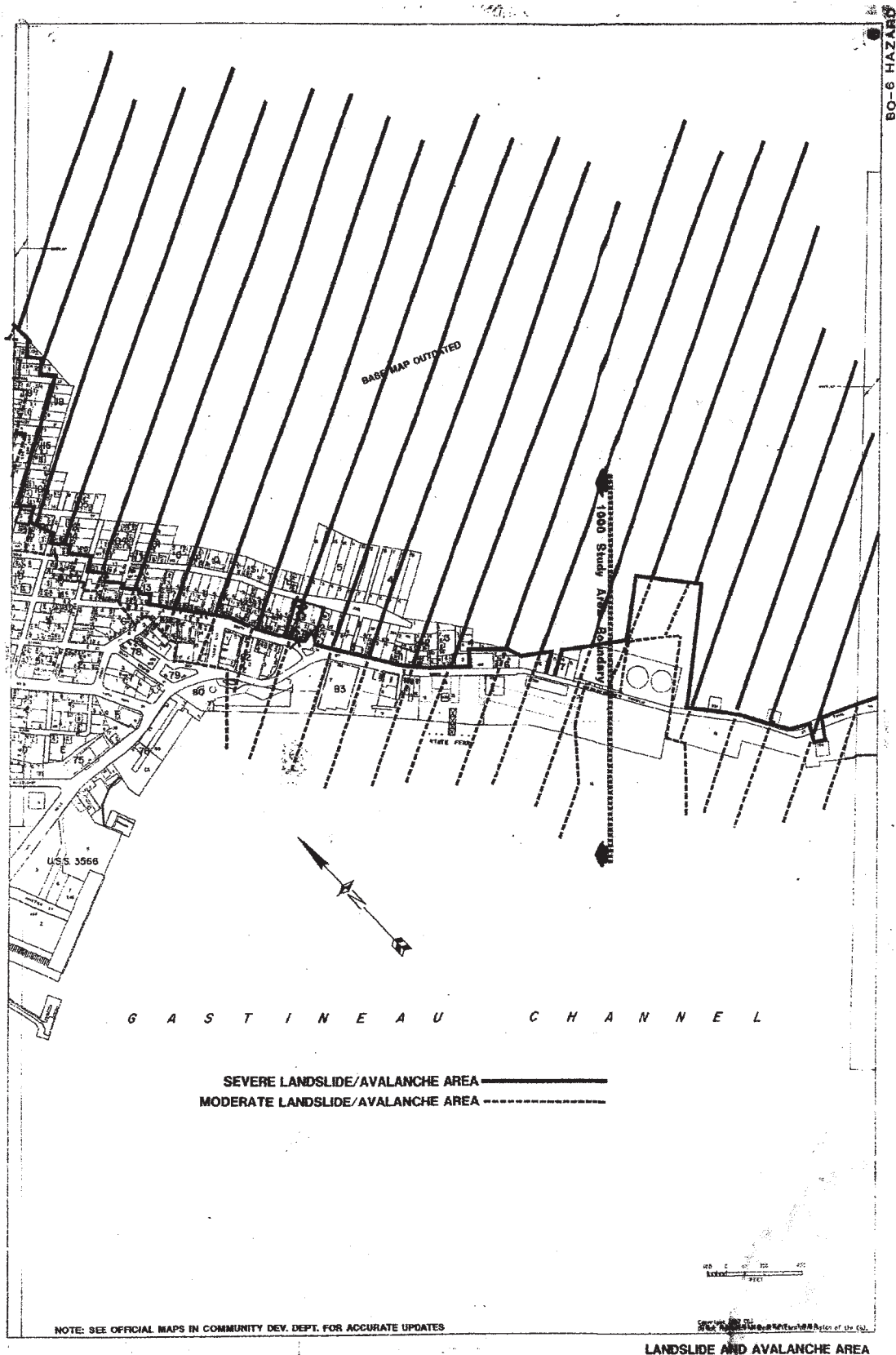
For more information regarding the permitting process and the submittals required for a complete application, please see the reverse side.

If you need any assistance filling out this form, please contact the Permit Center at 586-0770.

ZONE CHANGE FEES

	Fees	Check No.	Receipt	Date
Application Fees	\$ <u>600</u>	_____	_____	_____
Admin. of Guarantee	\$ _____	_____	_____	_____
Adjustment	\$ _____	_____	_____	_____
Pub. Not. Sign Fee	\$ <u>—</u>	_____	_____	_____
Pub. Not. Sign Deposit	\$ <u>—</u>	_____	_____	_____
Total Fee	\$ <u>600</u>	<u>1070</u>	<u>21252</u>	<u>1/28/13</u>

NOTE: MUST BE ACCOMPANIED BY DEVELOPMENT PERMIT APPLICATION FORM



PAGE 7, LOTS 3, 12, 13 & 14 HAZARD STUDY, 8/03/2012

Revised September 8, 2007
Approved by Engineering Serial No. 87-43
SHEET 1 OF 7



(907) 586-0715
 CDD_Admin@juneau.org
 www.juneau.org/CDD
 155 S. Seward Street • Juneau, AK 99801

Gastineau Lodge

Case Number: PAC20180007

Applicant: Steve Soenksen

Property Owner: Douglas Trucano

Property Address: Gastineau Ave

Parcel Code Number: 1C070H020120

Site Size: 14,995 sq ft

Zoning: MU

Existing Land Use: Vacant

Conference Date: 2/5/18

Report Issued: 2/15/2018

List of attendees

Note: Copies of the Pre-Application Conference Report will be emailed, instead of mailed, to participants who have provided their email address below.

Name	Title	Email address
Steve Soenksen	Applicant	ssoenk@yahoo.com
Rob Steedle	CDD Director	Rob.Steedle@juneau.org
Amy Liu	Planner	Amy.Liu@juneau.org
Laura Boyce		Laura.Boyce@juneau.org
Dan Jager	Fire Marshal	Dan.Jager@juneau.org
Charlie Ford	Building Official	Charlie.Ford@juneau.org
John Young	Plans Examiner	John.Young@juneau.org
Mark Millay	General Engineering	Mark.Millay@juneau.org
Autumn Sapp		Autumn.Sapp@juneau.org
Eddie Quinto	Permit Specialist	Edward.Quinto@juneau.org

Conference Summary

Questions/issues/agreements identified at the conference that were not already identified in the attached reports.

The following is a list of issues, comments and proposed actions, and requested technical submittal items that were discussed at the pre-application conference.

Planning Division:

1. **Zoning** – 49.25.300(c)(4), Conditional Use Permit is required for construction of 72 units. 49.70.300(a)(3), Conditional Use Permit is required for construction in a moderate hazard zone. 49.70.210, Hillside Development Permit is required for excavation of any slope in excess of 18%. 49.25.430, Minor Subdivision Application is required for lot consolidation.
2. **Setbacks** – None
3. **Height** – None
4. **Access** – N/A
5. **Parking** – Given 72 single room occupancies/single bedrooms and 30% parking reduction for location in PD-2, the project is required to provide 50 parking spaces. Site plan currently shows 9 parking spaces, and applicant has expressed that there are no plans to include more onsite parking. Upon further research, the only other mechanism for offsetting required spaces would be Downtown Fee in Lieu of Parking. The FY16 rate, which is the most recent available rate, is \$10,438.00 per commercial parking space. Note that the applicant must provide information to support findings that the proposed development will not have significant adverse impacts on nearby on-street parking, subject to the approval of the Planning Commission.
6. **Lot Coverage** – None
7. **Vegetative Coverage** – None
8. **Lighting** – Lighting must be provided and directed downward at door entries and stairs.
9. **Noise** – No comments at this time, though comments may arise during public comment process for a Conditional Use Permit
10. **Flood** – N/A
11. **Hazard/Mass Wasting/Avalanche/Hillside Endorsement** – Site is in a moderate landslide and avalanche zone and thus requires a Hillside Endorsement Permit. The permit will be reviewed by the Planning Commission, as the project does not meet the exceptions outlined in 49.70.210(b).
12. **Wetlands** – N/A
13. **Habitat** – N/A
14. **Plat or Covenant Restrictions** – N/A

Building Division:

15. **Building** – Building does not have any additional input at this time. Once the information is expanded we may have comments.
16. **Outstanding Permits** - None

General Engineering/Public Works:

17. **Engineering** – Driveway, as proposed regarding planters, parking and trash storage-pickup will need to be reconfigured and approved through Engineering/Public Works. Hillside site plan will need to be designed by an Alaska licensed Engineer. Hillside site work will need special inspection.
18. **Drainage** – The drainage from the development can be collected and sent to the drainage infrastructure piping in the Bulger Way ROW.
19. **Utilities** – (water, power, sewer, etc.) - The three 1" water services located within the Gastineau Ave. ROW will have to be decommissioned. A fireline and domestic water line will need to be sized and configured for supply. Sewer is available and will need to be sized for drain fixture discharge.

Connection cost for the water: \$750.00 for fireline connection or actual cost of connection/ inspection, whichever is greater. Domestic water connection cost is based on line size at \$750.00 per each ½ inch line size rounded up to the ½ inch. Sewer connection cost: \$1,000.00 for the first 20 fixture units, or a fraction thereof, and \$500.00 for each additional 20 fixture units, or a fraction thereof.

Fire Marshal:

20. **Fire Items/Access** – N/A

List of required applications

Based upon the information submitted for pre-application review, the following list of applications must be submitted in order for the project to receive a thorough and speedy review.

1. Development Permit
2. Conditional Use (Major Development)
3. Conditional Use (Moderate hazard zone development)
4. Hillside endorsement permit
5. Minor subdivision / lot consolidation

Additional submittal requirements:

Submittal of additional information, given the specifics of the development proposal and site, are listed below. These items will be required in order for the application to be determined Counter Complete.

1. A copy of this pre-application conference report.

Exceptions to submittal requirements:

Submittal requirements staff has determined **not** to be applicable or **not** required, given the specifics of the development proposal, are listed below. These items will **not** be required in order for the application to be reviewed.

1. None

Fee estimates

The preliminary plan review fees listed below can be found in the CBJ code section 49.85.

Based upon the project plan submitted for pre-application review, staff has attempted to provide an accurate estimate for the permits and permit fees which will be triggered by your proposal.

1. Development Permit; \$0.00

2. Conditional Use Permit (major development); \$750.00
3. Conditional Use Permit (moderate hazard zone development); \$400.00
4. Hillside Endorsement Permit; \$23,7912.00

Initial deposit is 1% of project's value, which equals [livable space][dollar coefficient specific to building's structural designation]*0.01. For this project, that is equation is $22330 * 106.4 * 0.01$. The fee to the developer is the gross hourly rate for professional review of the application and for inspection. The difference between this charge and the initial deposit will be returned to the developer.

5. Minor Subdivision; \$185.00

For informational handouts with submittal requirements for development applications, please visit our website at www.juneau.org/cdd.

Submit your completed application

You must submit your application(s) in person with payment to:

City/Borough of Juneau
Permit Center
230 S. Franklin Street,
Fourth Floor Marine View Center
Juneau, AK 99801

Phone: (907) 586-0715
Fax: (907) 586-4529
Web: www.juneau.org/cdd

City and Borough of Juneau
Community Development Department
155 S Seward St.
Juneau, Alaska 99801

January 4, 2018

Attn: Zoning and Building Division

Re: Community Development Permit – Pre-Application review process for
Gastineau Lodge Apartments

We would like to request your consideration of our concept plans for Gastineau Lodge Apartments. This 72 unit apartment building is intended for affordable housing facility for workforce needs, and to specifically address local housing needs for short and long term residential apartments in downtown Juneau.

Due to the siting, location and needs of potential renters, most will not have or need a private automobile. The siting is designed to allow easy access for pedestrians and cyclists to meet their needs as a higher priority than the private auto. An adjacent apartment building shows less than 30% utilization of their built parking lot, per parking requirement.

We would like to request a description of permits and jurisdictional review elements that may be necessary to approve this project for building permits. Either a letter response could be helpful to us in planning for the final permit submittal, or comments on this letter, would be appreciated. We will use this for the basis of our continued planning to deliver the project.

ZONING

Zoning is still under review, per Amy, but it appears that a Conditional Use Permit application will be needed for the multi-family dwelling. Zoning codes and setback concerns can be addressed or can be shown already in compliance. Parking requirements will be addressed through the permit review process.

Previously this property had planning commission action on Hazard Zone review and amending the city map to be in the “Moderate Hazard zone”. This should be located in your files.

BUILDING PERMIT

We received a preliminary estimate today based upon square footage from Charlie Ford, Senior Building Official of \$15,000 for the Building Permit and \$10,000 in plan review fee. This would give a total estimated cost of \$25,000 for the Building Permit. The concept drawings are based upon code compliance and acceptable local building best practices.

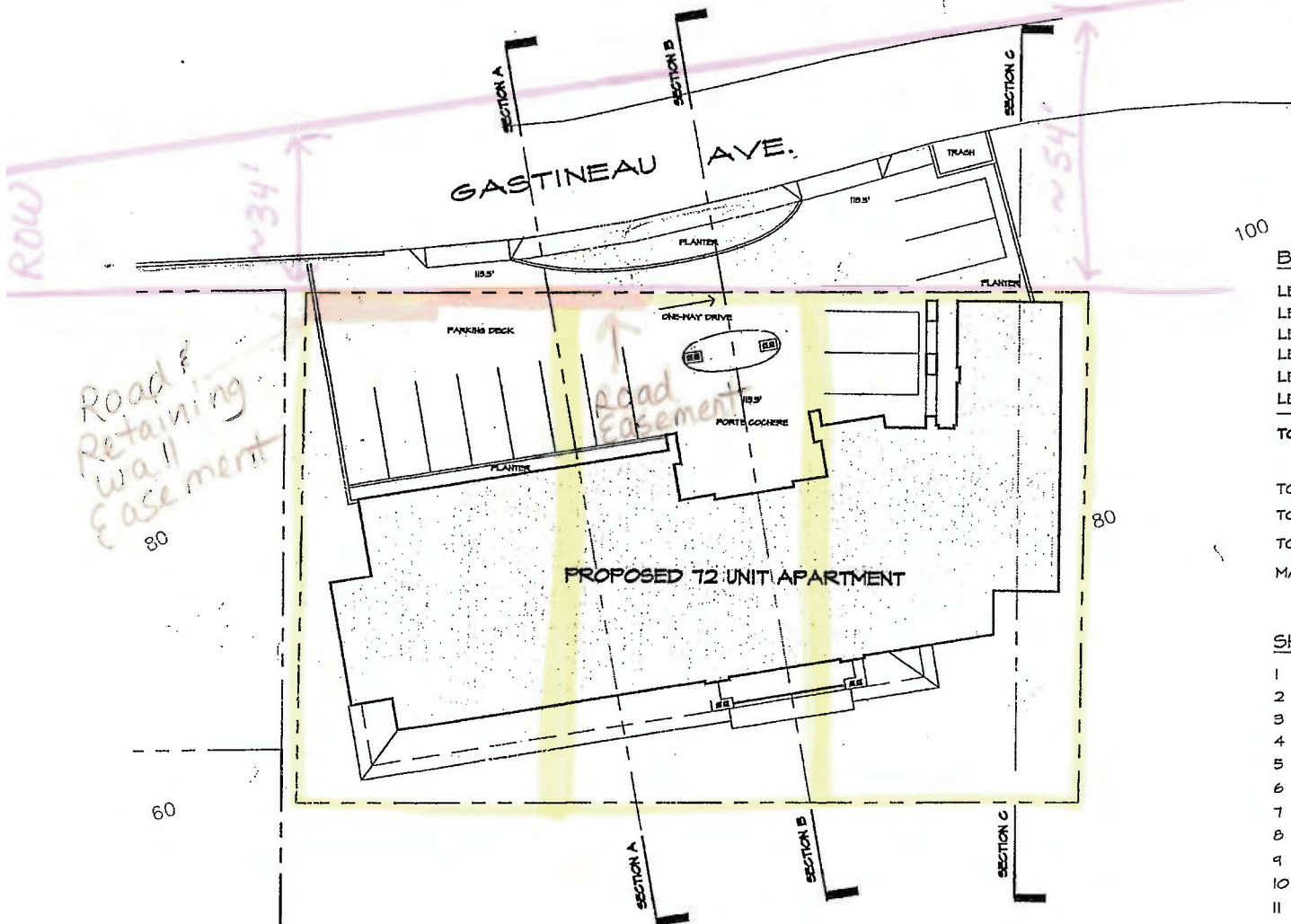
Please let us know of any other issues we may need to know, going forward. Assuming the issues known at this time, can be simply and reasonably solved, we hope to be able to deliver this project in the next year and available for early 2019 occupancy.

Thank you for your Pre-Application Review and we look forward to working with you on development of this much needed housing solution for downtown Juneau.

Sincerely.

<SIGNED>

Steven Soenksen,
907-209-0709
ssoenk@yahoo.com



BUILDING AREA:

LEVEL 1:	4,280 S.F.	(9 UNIT)
LEVEL 2:	7,895 S.F.	(12 UNITS)
LEVEL 3:	7,460 S.F.	(12 UNITS)
LEVEL 4:	7,460 S.F.	(14 UNITS)
LEVEL 5:	6,220 S.F.	(15 UNITS + MANAGER)
LEVEL 6:	6,075 S.F.	(10 UNITS)

TOTAL GROSS: 39,390 S.F.

TOTAL RESIDENTIAL:	22,090 S.F.
TOTAL STOR. / COMMERCIAL:	5,165 S.F.
TOTAL COMMON / CIRCULATION:	11,895 S.F.
MANAGER'S:	240 S.F.

SHEET INDEX

- 1 CONCEPT SITE PLAN
- 2 TYPICAL UNIT PLANS
- 3 5TH (STREET) LEVEL PLAN
- 4 6TH LEVEL PLAN
- 5 4TH LEVEL PLAN
- 6 3RD LEVEL PLAN
- 7 2ND LEVEL PLAN
- 8 1ST LEVEL PLAN
- 9 PICTORIAL ROOF PLAN
- 10 EXTERIOR ELEVATIONS
- 11 ELEVATION / SECTION

CONCEPT SITE PLAN
W/ TOPOGRAPHIC OVERLAY

SC: 1" = 20'-0"



GASTINEAU LODGE APARTMENTS

11.12.17

TOM KING
ARCHITECTURAL DESIGN & CONSULTING

Presented by: The Manager
Presented: 09/12/2022
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-06(b)(P)

An Ordinance Appropriating \$700,000 to the Manager for a Pre-Development Loan to the Gastineau Lodge Apartments, LLC; Funding Provided by the Affordable Housing Fund.

WHEREAS, during the 2021 Affordable Housing Fund solicitation, the City and Borough of Juneau (CBJ) received a proposal from a private development group for a pre-development loan of \$700,000 for a 72-unit apartment building in Downtown Juneau; and

WHEREAS, the scoring team (including a banker and a developer) supported a loan to the private development group only if the loan was collateralized; and

WHEREAS, the developer (Gastineau Lodge Apartments, LLC, a partnership between Verde Infrastructure Partners, LLC and Douglas Trucano) has proposed that CBJ accept the property as collateral for the loan, it is three separate buildable lots, each about 5,000 square feet, for a total of 14,995 square feet of property that is zoned Mixed Use – the CBJ zoning district with the fewest development restrictions; and

WHEREAS, the assessor has the property valued at \$134,100 and a recently provided appraisal has the property valued at \$795,000. Given these very different values, if CBJ accepts the land as collateral for a \$700,000 loan, then CBJ needs confidence in the appraisal; and

WHEREAS, given the high demand for housing and the potential reward for the community if this housing project is fully developed, the following appropriation terms and conditions are in the best interest of the community.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of seven hundred thousand dollars (\$700,000) for a loan to Gastineau Lodge Apartments, LLC.

Section 3. Source of Funds.

Affordable Housing Fund	\$700,000
-------------------------	-----------

Section 4. Loan Purpose and Terms. The Manager is authorized to negotiate a financing agreement with the following essential terms, in addition to other reasonably necessary contractual and financing provisions deemed necessary by the Manager to protect the City and Borough of Juneau:

- (a) **Intent.** Housing, especially workforce housing in downtown Juneau, is in high demand. The purpose of this loan is to provide an injection of capital, secured by liens, to jumpstart the development of a 72-unit apartment building in downtown Juneau. Given the disparity between the assessed value (\$134,000) and the developer's appraised valuation (\$795,000) and the risks of pre-construction loans, a phased loan disbursement with benchmarks and private match is reasonable.
- (b) **Borrower.** The developer and borrower is Gastineau Lodge Apartments, LLC, represented by Steven Soenksen and Douglas Trucano.
- (c) **Real Property ("Property").** This appropriation is for a 72-unit apartment building on the following real property:

Lots 12, 13, and 14 in Block 2, Pacific Coast Addition to the Townsite of Juneau, Juneau Recording District, First Judicial District, State of Alaska, as recorded April 22, 1913 in the "Trustee's Deed Book," Page 684, in the District Recorder's Office Juneau, Alaska.
- (d) **Payment Term.** The term of a loan shall not exceed five years.
- (e) **Interest Rate and Calculation.** The balance of a loan shall bear interest at the rate estimated by the finance director to be the average rate the City and Borough of Juneau earned or will earn on its certificates of deposit over the applicable period with interest computed on an annual basis; principal and interest on the balance shall be repaid to the City and Borough of Juneau.
- (f) **Loan amounts.** A total of \$700,000 is available as follows:
 - (1) **Pre-permitting loan.** A loan of up to \$350,000 is available for new invoiced expenditures for design, permitting, mobilization and ordering of long-lead retaining wall materials that are reasonably necessary for the 72-unit apartment development.
 - (2) **Post-permitting loan.** An additional loan of up to \$350,000 is available—after grading, drainage, and all necessary permits have been received from the City and Borough of Juneau departments (i.e. Community Development, Engineering and Public Works, etc.) as determined by the Manager—for fifty percent (50%) of invoiced work that improves the property (i.e. utilities, grading, drainage, retaining walls, etc.); the remaining fifty percent (50%) must be provided by the private developer as match.

- (g) **Security.** The Borrower and real property owner must agree that in exchange for the City and Borough of Juneau providing the loans, the City and Borough of Juneau is authorized to secure each loan with a lien against the real property. In addition, the Borrower must agree to authorize the City and Borough of Juneau to secure each loan with liens on any materials purchased with the loaned money; the City and Borough of Juneau must release the materials liens either upon the Borrower completing repayment or upon permanently installing the materials onto or into the Property.
- (h) **Additional Loan Terms.** The Manager may add additional terms consistent with the intent of this ordinance.


Section 5. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this 24th day of October, 2022.



Beth A. Weldon, Mayor

Attest:



Elizabeth J. McEwen, Municipal Clerk

**LOAN CONTRACT & PROMISSORY NOTE SECURED BY LIEN BETWEEN
THE CITY & BOROUGH OF JUNEAU and GASTINEAU LODGE APARTMENTS LLC**

PART I: PARTIES

This Loan Contract & Promissory Note Secured by Lien (hereafter "Contract") is between the City & Borough of Juneau, Alaska, a municipal corporation in the State of Alaska (hereafter "Lender") and Gastineau Lodge Apartments LLC, a limited liability company organized under the laws of the State of Alaska (with its principal place of business at 9950 Stephen Richards Drive, No. 130, Juneau, Alaska 99801), and licensed to do business in the State of Alaska (hereafter "Borrower").

PART II: LOAN CONTRACT ADMINISTRATION

All communications concerning this Contract shall be directed as follows, and any reliance on a communication with a person other than those listed below is at the party's own risk. Notices required under this Contract must be in writing and personally delivered or sent to the address shown below and will be effective upon receipt.

City & Borough of Juneau:

Attn: Scott Ciambor, Planning Manager
Community Development Dept.
City & Borough of Juneau
155 South Seward Street
Juneau, Alaska 99801
Telephone: 907-586-5215
E-mail: scott.ciambor@juneau.org

Borrower:

Attn: Steven Soenksen
Manager
Gastineau Lodge Apartments LLC
PO Box 35854
Juneau, Alaska 99803
Telephone: 907-209-0709
E-mail: ssoenk@yahoo.com

PART III: LOAN CONTRACT & PROMISSORY NOTE DESCRIPTION

This Contract is identified as Loan Contract & Promissory Note Secured by Lien between the City & Borough of Juneau and Gastineau Lodge Apartments LLC. The following Appendices are attached and are considered a part of this Contract, as well as any exhibits or attachments incorporated by reference or attached to those Appendices.

Appendix A: Purpose of Loan, Term of Loan, Security & Repayment

Appendix B: Notice & Acknowledgment of Lien

Appendix C: Standard Provisions

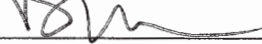
Appendix D: Insurance

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

PART IV: LOAN CONTRACT & PROMISSORY NOTE EXECUTION

Lender and Borrower agree and sign below. This Contract is not effective until signed by Lender. Borrower represents that the person signing below on its behalf has the authority to do so and that it is a valid and binding contract and promissory note enforceable in accordance with its terms.

Lender:

by: 
Duncan Rorie Watt, City Manager
City & Borough of Juneau

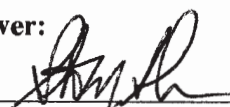
date: MARCH 7, 2023

Content Approved by: scott ciambor

Risk Management Review: Chelsea Swick 03/02/2023

Form Approved by: Benjamin Brown 2 March 2023

Borrower:

by: 
Steven Soenksen, Manager
Gastineau Lodge Apartments LLC

date: _____

Scott Ciambor, Planning Manager

Chelsea Swick, Risk Manager

Benjamin Brown, Law Department

APPENDIX A: PURPOSE OF LOAN, TERMS OF LOAN & REPAYMENT, AND SECURITY

1. PURPOSE & SOURCE OF LOAN

Purpose. Housing, especially workforce housing in downtown Juneau, is in high demand. The purpose of the loan made by this Contract is to provide an injection of capital, secured by liens, to provide for pre-construction costs related to the development of a seventy-two (72) unit apartment building in downtown Juneau.

Source. The source of the funds for this loan is the Juneau Affordable Housing Fund (JAHF).

2. TERMS OF LOAN & REPAYMENT

- a. **Loan disbursement.** Lender shall loan to Borrower funds not to exceed seven hundred thousand dollars (\$700,000) in two separate phases.
 - (i) A pre-permitting loan of three hundred fifty thousand dollars (\$350,000) is available to Borrower for new invoiced expenditures for design, permitting, mobilization and ordering of long-lead retaining wall materials that are reasonably necessary for the 72-unit apartment development.
 - (ii) A post-permitting loan of \$350,000 is available to Borrower after grading, drainage, and all necessary permits have been issued by the City and Borough of Juneau ("CBJ") Community Development Department and Engineering and Public Works Department, and any other CBJ departments as determined by the Manager for fifty *per cent* (50%) of invoiced work that improves the property (*i.e.*, utilities, grading, drainage, retaining walls, etc.); the remaining 50% must be provided by Borrower as matching funds.
- b. **Interest rate.** The pre-permitting and post-permitting loans shall bear interest at a rate of four and twenty-seven hundredths *per cent* (4.27%) for the life of the loan.
- c. **Payments.** Borrower shall repay to Lender the Principal Amount of \$700,000 plus interest. Payment shall begin as soon as Borrower is able to begin repayment, and will be paid in installments at Borrower's discretion. The entire Principal Amount plus interest must be repaid no later than five (5) years after the effective date of this Contract. Borrower may repay Lender the outstanding balance of the Principal Amount and accrued interest at any time prior to the schedule provided for in this paragraph with no penalty and in full satisfaction of this Contract.
- d. **Prevailing party attorney's fees.** If any suit or action is instituted to collect pursuant to this Contract or any part hereof, Gastineau Lodge Apartments LLC promises and agrees to pay in addition to the disbursements, interest, and costs provided for in this

Contract and all applicable laws and statutes, a reasonable sum as attorney's fees and costs in such action or suit.

3. SECURITY

- a. **Liens.** Borrower and Lender agree that in exchange for Lender loaning funds to Borrower, Lender is authorized to secure the Principal Amount plus interest, and any costs or attorney's fees arising from this Contract, with a Lien against the real property on which the 72-unit apartment building is to be constructed. In addition, Borrower agrees and authorizes Lender to secure the loan with liens on any materials purchased with the loaned money. Lender agrees to release the materials liens either upon Borrower completing repayment or upon permanently installing the materials onto or into the Property.
- b. **Real property.** This Contract and Promissory Note shall be secured by a Lien on the real property commonly known as **Lots 13, 14 & 15 Block 2, Pacific Coast Addition to the Townsite of Juneau, Juneau Recording District, Juneau, Alaska 99801**, which Lien is attached to this Contract as Exhibit B.
- c. **Property value.** The assessed value of the property on which Borrower proposes to build the apartment is one hundred thirty-four thousand, one hundred dollars (\$134,100). Borrower's appraised value is seven hundred ninety-five thousand dollars (\$795,000). The disparity between these figures is six-hundred sixty thousand, nine hundred dollars (\$660,900).
- d. **Restrain on alienation.** Until the loan made under this Contract is paid in full, Borrower further agrees not to sell, convey, transfer, or dispose of the subject real property described above, or agree to do so without the written consent of the Lender/Holder of this Note being first obtained, and should the Borrower do any of the foregoing without such written consent, the Lender/Holder of this Note shall have the right, at Lender's option, to declare all sums secured hereby forthwith due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.
- e. **Waiver of rights.** Borrower hereby (i) waives any homestead or exemption right against this Contract & Promissory Note and/or the Principal Amount; (ii) waives demand, protest, and non-payment; and (iii) expressly agrees that this Note or any payment under this Note may be extended from time to time all without in any way affecting or diminishing the liability of Gastineau Lodge Apartments LLC.

Attachment O- 2023 Loan Contract and Promissory Note Secured by Lien

APPENDIX C: STANDARD PROVISIONS

1. BORROWER QUALIFICATIONS. Borrower warrants that it is fully qualified and is licensed under all applicable local, state, and federal laws to perform the construction work for which the loan is being made under this Contract.

2. INSURANCE REQUIREMENTS. Borrower has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by Lender's Risk Management Department as outlined in Appendix D. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Borrower shall provide written notice to Lender's Risk Management Department. Borrower's insurance shall be primary and any insurance maintained by Lender shall be non-contributory. If Borrower maintains higher limits than shown below, Lender shall be entitled to coverage for the higher limits maintained by the Borrower.

a. *Deductibles and Self-Insured Retentions.* Any deductibles and self-insured retentions must be declared to and approved by Lender. Lender may require Borrower to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

b. *Claims-Made Policies.* If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be declared and must be before the date of the Contract or the beginning of the contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with the retroactive date prior to the Contract's effective date, Borrower must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Contract work.

3. NO ASSIGNMENT OR DELEGATION. Borrower may not assign or delegate any interest in this Contract without the prior written consent of Lender.

4. SAFETY. Borrower will comply with all applicable federal, state and local laws and regulations and will be solely responsible for its own compliance and that of its subcontractors or other designated third party agents, with all applicable federal, state and local laws and regulations, including without limitation applicable occupational health and safety laws. Borrower will be solely liable for, and shall independently undertake to defend, any and all unfair labor practice charges, grievances, judicial action or other employee or union claims, as well as general liability and personal liability, related in any way to Borrower's performance hereunder. Borrower agrees to comply with all federal, state, and local procedures and restrictions related to COVID-19 mitigation and all other public health directives. Borrower acknowledges that these procedures

and restrictions may change after the effective date of the contract, and agrees to comply with the procedures following any such changes.

5. INSPECTION & RETENTION OF RECORDS. Lender may inspect, in the manner and at reasonable times it considers appropriate, all of Borrower's facilities, records and activities having any relevance to this Contract. Borrower shall retain financial and other records relating to the performance of this Contract for a period of six years, or until the resolution of any audit findings, claims or litigation related to this Contract.

6. REPORTING REQUIREMENTS. Borrower will submit annual reports to Lender during the period of time beginning with the disbursement of the loan until it is fully repaid pursuant to this Contract. The annual reports will include overall project budgets and expenditures, verification that the affordable housing terms required by this Contract are being followed, and any pertinent information on the repayment of the loan. Reports will cover the preceding calendar year and are due by March 31 annually. Upon completion of construction, Borrower will submit a final report within ninety (90) days.

7. EQUAL EMPLOYMENT OPPORTUNITY. Borrower will not discriminate against any employee, applicant for employment, or subcontractor on the basis of race, religion, color, sex, age, disability, familial status, sexual orientation, gender identity, gender expression, political affiliation, or national origin. Borrower shall include these provisions in any agreement relating to the work performed under this agreement with third-party agents or subcontractors.

8. CHOICE OF LAW, JURISDICTION. 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 Contract. 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. Borrower specifically waives any right or opportunity to request a change of venue for trial pursuant to AS 22.10.040.

9. COMPLIANCE WITH LAWS & REGULATIONS. Borrower shall, at Borrower's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted. Borrower warrants that it has obtained and is in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and Lender, and shall maintain such compliance during the effective term of this agreement.

10. PAYMENT OF TAXES & OBLIGATIONS TO LENDER. As a condition of this Contract, Borrower shall pay all federal, state, and local taxes incurred by Borrower and shall require their payment by any subcontractor or any other persons in the performance of this Contract. Borrower shall not be delinquent in the payment of taxes, or any other obligation, to Lender during the performance of this Contract. Satisfactory performance of this paragraph is a condition precedent to disbursement of funds by Lender under this Contract.

11. CONFLICT OF INTEREST. Borrower warrants that no employee or officer of Lender

has violated the conflict of interest provisions of City & Borough of Juneau Code in any way relating to this Contract. Borrower also warrants that it has not solicited or received any prohibited action, favor, or benefit from any employee or officer of Lender, and that it will not do so as a condition of this Contract. If Borrower learns of any such conflict of interest, Borrower shall without delay inform the CBJ Municipal Attorney and Lender's representative for this Contract.

12. INDEMNIFICATION. Borrower agrees to defend, indemnify, and hold harmless Lender, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to Borrower's performance pursuant this Contract, without limitation as to the amount of fees, and without limitation as to any damages, cost, or expense resulting from settlement, judgment, or verdict, including the award of any attorney's fees even if in excess of the provisions of Alaska Rule of Civil Procedure 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 Lender relating to this Contract. The obligations of Borrower arise immediately upon actual or constructive notice of any action, claim, or lawsuit. Lender shall notify Borrower in a timely manner of the need for indemnification, but such notice is not a condition precedent to Borrower's obligations and is waived where Borrower has actual notice.

Any and all of Borrower's subcontractors shall indemnify, defend, and hold harmless Lender and its shareholders, partners, members, directors, officers, managers, affiliates, employees and agents (the "Contractor Indemnified Parties") for, from and against any and all claims, actions, proceedings, costs, fines, assessments, penalties, damages, liabilities and expenses, including reasonable attorney's fees (collectively, "Losses"), suffered or incurred by any of the Contractor Indemnified Parties arising out of (i) any breach of a representation, warranty or covenant of any subcontractor under this Contract, or (ii) any act or omission of subcontractor in the performance of the services or work from and after the date of this Contract. 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 Lender relating to this Contract. The obligations of Borrower and its subcontractors arise immediately upon actual or constructive notice of any action, claim, or lawsuit. Lender shall notify Borrower in a timely manner of the need for indemnification, but such notice is not a condition precedent to Borrower's obligations and is waived where Borrower has actual notice.

13. APPLICABILITY OF ALASKA PUBLIC RECORDS ACT. Borrower acknowledges and understands that Lender is subject to CBJ Code 01.70.010 (Public Records) and to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned, or controlled by Lender in relation to this Contract must be made available for the public to inspect upon request, unless a specific exception applies. It is Borrower's sole responsibility clearly to identify any documents Borrower believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should Lender receive a request for records under CBJ Code or the Alaska Public Records Act applicable to any document marked "Confidential" by Borrower, Lender will notify Borrower as soon as practicable prior to making any disclosure. Borrower acknowledges it has five (5) calendar days after receipt of notice to notify Lender of its objection to any disclosure, and to file any action in the Superior Court for the State of Alaska in Juneau as Borrower deems necessary in order to protect its interests. Should Borrower fail to

notify Lender of its objection or to file suit, Borrower shall hold Lender harmless of any damages incurred by Borrower as a result of the Lender disclosing any of Borrower's documents in Lender's possession. Additionally, Borrower may not promise confidentiality to any third party on behalf of Lender, without first obtaining express written approval by Lender.

14. FISCAL FUNDING. The Parties acknowledge and agree that Lender is legally prohibited from encumbering funds that have not been duly appropriated, pursuant to the City & Borough of Juneau Charter 9.13. Funding for this agreement beyond fiscal year 2023 is therefore subject to an appropriation of funds by, and at the sole discretion of, the City & Borough of Juneau Assembly. The Parties acknowledge and agree that in the event the Assembly fails to appropriate sufficient funds for this Contract, Borrower will remain legally obligated for repayment of all disbursements made up to that point in time, and Lender will have no further liability or obligation under this Contract.

15. ENTIRE AGREEMENT. This Contract, which includes all Appendices, Exhibits, and Attachments, constitutes the entire agreement of the Parties regarding the subject matter of the Contract and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

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

17. WAIVER. Failure or delay by Lender to exercise a right or power under this Contract 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 Lender. 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.

APPENDIX D: INSURANCE

INSURANCE REQUIREMENTS. Borrower has provided certification of proper insurance coverage, including certificate(s) of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement to Lender, copies of which are attached to this Appendix. Failure of Lender to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of Lender to identify a deficiency from certificate(s) or evidence provided shall not be construed as a waiver of the obligation of Borrower to maintain the insurance required by this contract.

Borrower agrees to maintain insurance as follows at all times while this contract is in effect, including during any periods of renewal.

Commercial General Liability Insurance. Borrower must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against Borrower. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000) aggregate. **This insurance policy is to contain, or be endorsed to contain, additional insured status for Lender, its officers, officials, employees, and volunteers.** If Additional insured status is provided in the form of an endorsement to Borrower's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Workers Compensation Insurance. If required by Alaska Statute (*see* AS 23.30), Borrower must maintain Workers Compensation Insurance to protect Borrower 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 Borrower's firm, Borrower's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. Borrower must notify Lender as well as the State of Alaska Division of Workers Compensation immediately when changes in Borrower's business operation affect Borrower's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one million dollars (\$1,000,000) per injury and illness, and one million dollars (\$1,000,000) policy limits. Borrower also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. **If Borrower is exempt from Alaska Statutory Requirements, Borrower must provide written confirmation of this status in order for Lender to waive this requirement. Borrower grants a waiver of any right to subrogation against Lender by virtue of the payment of any loss under such insurance.** This provision applies regardless of whether or not Lender has received a waiver of subrogation endorsement from the insurer.

Comprehensive Automobile Liability Insurance. Borrower must maintain Comprehensive Automobile Liability Insurance, which coverage shall apply to all owned, hired, and non-owned vehicles, with one million dollars (\$1,000,000) combined single limit coverage.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

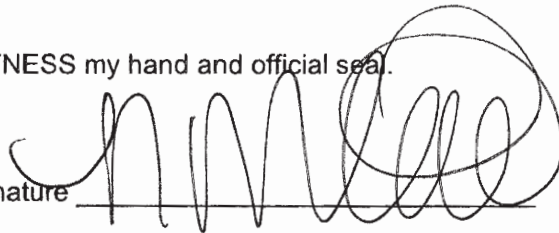
On Feb. 23, 2023 before me, N. UZUETA (NOTARY PUBLIC)
(insert name and title of the officer)

personally appeared Steven Soenksen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

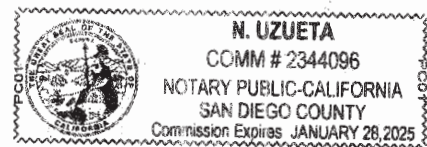
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



COMMUNITY DEVELOPMENT DEPARTMENT - REQUEST FOR AGENCY COMMENT

DEPARTMENT: GENERAL ENGINEERING

STAFF PERSON/TITLE: BRIDGET LAPENTER, P.E. - CHIEF

DATE: 09/29/2023

APPLICANT: Gastineau Lodge Apartments, LLC (Steve Soenksen)

TYPE OF APPLICATION: USE23-08 Conditional Use Permit

PROJECT DESCRIPTION: The applicant is proposing to develop a six-story, 72-unit apartment building. The site is located in a mapped Moderate Hazard zone, and would be accessed by vehicular traffic from Gastineau Avenue and pedestrian traffic via South Franklin Street/Bulger Way.

LEGAL DESCRIPTION: PACIFIC COAST ADDITION BL 2 LT 12, 13, 14

PARCEL NUMBER(S): 1C070H020120

PHYSICAL ADDRESS: TBD

SPECIFIC QUESTIONS FROM PLANNER:

AGENCY COMMENTS:

ACCESS

Safety and accessibility are critical elements of this project, particularly with respect to the number of units proposed, current limited access to the site and landslide hazards as was demonstrated during the tree fall/landslide event on Gastineau Avenue in Fall of 2022.

- Parking. There is no parking requirement for this project with the applicant's expectation that residents will primarily travel on foot or by means other than vehicular travel.

- Gastineau Ave. Gastineau Avenue is a narrow, dead-end street serving approximately 18 single-family homes, 2 or 3 condominium complexes, and the (22-unit) Channel View Apartments. It is expected that 72 dwelling units will have impact on vehicular traffic on Gastineau Avenue regardless of the intent of the developer. Channel View Apartments were required to provide a Traffic Impact Analysis. CBJ has proposed widening Gastineau Avenue to accommodate additional traffic and provide an adequate cul-de-sac for fire apparatus turn-around. This is not expected to be completed until FY28.

Recommended: Traffic Impact Analysis should be provided for this project.

- Public Stairs

- Bulger Way. Historically, the Bulger Way staircase once extended from South Franklin Street to Gastineau Avenue. Presently, the Bulger Way staircase culminates at 300 Bulger Way and does not meet the parcel under consideration. The GE department does not have any issue with extension of the Bulger Way stairs access provided the utilities chase located beneath the stairs remain functional and unharmed. Staircase improvements for the project would be expected to be paid for by the applicant and, once accepted by the Department, maintained by CBJ. Streets and Capital Improvement Projects would need to agree to this arrangement prior to moving forward. From a practical standpoint, if the stairway is to be adopted by the CBJ, the stairway would need to be available for public use.

Recommended: stairway to be extended to an access easement on the Gastineau Street level of the parking area of the project to allow for public access between Gastineau Ave. and South Franklin Street.

- Decker Way. If Bulger Way is not extended to the project, Decker Way could be used as an alternative point of access to South Franklin Street from the Project.

SNOW STORAGE

- Please provide accommodation or a plan for snow storage on the site.

GRADING

- Slopes and retaining structures shall be shown on the Grading Plan. The heights and slope ratios shall be quantified.
- Easements: Site plan (plat) shall include all existing (and proposed) easements for drainage, utility lines, plumbing lines, access, snow storage, trash (dumpster) storage, or any other shared use that requires crossing the property line

DRAINAGE

- All hard surfaces must be drained to existing or pre-approved storm drainage systems. Drainage must not be directed at neighbors or otherwise cause a nuisance. Drainage, catchment, and conveyance must be indicated on the grading plan and the grading plan must include arrows indicating flow direction.

UTILITIES

The construction documents must include a Utility Plan that shows location of buried sewer and water utilities including valve, unions, cleanouts, and system components. Sizes and materials shall be called out.

- Water

Once the lot consolidation has been completed, there may be only one water service to the site. As all 3 current services are undersized, the applicant must decommission all services and add a new appropriately sized service for domestic water and fire suppression. Line sizing must be evaluated by the engineer. A water meter is required. The meter is required to be installed prior to any branches in the plumbing line. The meter location and sizing shall be shown on the mechanical plans. The meter installation and conduit installation is the responsibility of the applicant. A water assessment (fee) will need to be paid and will be determined after sizing of meter and domestic line are identified.

- Sewer

The project engineer must size the sewer line. The mechanical plans shall include a drainage fixture unit (DFU) count. The sewer assessment (fee) and inspection fees are to be paid and will be determined after review of the DFU's and the configuration of the underground sewer line.

- Electrical

Power by others.

PERMITS REQUIRED

Below constitutes a list of known required permits for this project. There may be other permits required to be determined after the Department has the opportunity to evaluate the construction documents.

- CBJ Right of Way (ROW) Permit
- Water Utility Permit
- Sewer Utility Permit

Jennifer Shields

From: Dan Jager
Sent: Monday, October 16, 2023 9:25 AM
To: Jill Maclean
Cc: Rich Etheridge; Jennifer Shields
Subject: RE: Gastineau Lodges 72 Units Housing - Hazard Zone

Good morning. As mentioned in the pre-app meeting earlier this year, the big concern for the fire department is accessibility for apparatus not only during construction but afterwards with another large housing structure on this very small and narrow street.

It has been discussed by the applicant that there was a possibility of getting approval from AEL&P and a private property owner to maybe see about making Gastineau Avenue a one way street and have it continue on past where the current dead end is to Franklin Street. That would be a help as it would eliminate traffic congestion for emergency response and a one way street being used as a two way street.

If this option is not available then we would like to have something in place to maybe provide improved turn around capability for our apparatus prior to the work site. IFC Appendix D has the specifications to choose an option.

I think the big unknown with all of this is how many calls we may get at the same time the applicant is moving construction materials and that will cause delay in response due to heavy equipment blocking the road completely.

At an absolute minimum, we would have access to the work site via Bulger way which is a long stair case from Franklin Street, which is not idea for transporting medical equipment and patients up and down.

Please let me know if this adequate or if I need to clarify anything? Sorry for the delay.

Daniel Jager | Assistant Chief
Capital City Fire Rescue | 820 Glacier Avenue
Office: 907-586-5322
<https://www.juneau.org/ltr>



Gastineau Lodge Apartments, LLC
Steven Soenksen, Manager
Po box 35854
Juneau, Alaska 99803
ssoenk@yahoo.com
09/20/2023

TO: City and Borough of Juneau,
Community Development Department
Jennifer Shields, Planner

RE: Gastineau lodge apartments, Lot consolidation and Conditional Use Permits, etc
-Second access corridor issue

Dear Jennifer:

This letter is to provide information and additional support for the idea of Gastineau Avenue extension. I have tested the idea and reached out to others that may have interest in this project. We find it is a very strong idea that clearly needs to be pursued and developed. You will find signatures of support at the end of this letter.

Background

This alignment was used as a "haul road" in ^{2001?}2006 by contractors for the city project to reconstruct and improve portions of Gastineau Avenue. Incidentally, the Manager told us that it was used at that time and then closed to access. There had been consideration, at that time of the importance of "second access" for emergency services delivery and construction use.

We would like to explore this possibility and pursue limited access at this point for our project construction, for aggregates and materials hauling. This route would ultimately be a community asset for many purposes.

A larger public safety issue exists and the need for second exit from Gastineau Avenue. Recent events amplify the need. This could serve and facilitate emergency services delivery and as a second access route to the city. Currently, Franklin street is the only open access to downtown Juneau. If it were blocked, many properties and people would be inaccessible.

Coordination and cooperation among landowners and interested parties may be necessary and funding secured for the improvements. Due to the nature and quality of AJ Rock, some of this resource could be sold to pay for the access route construction and maintenance costs.

We were told that the city currently has funding available to re-construct part of the "turnaround". This location could be considered as a terminus for the road and improvements could support vehicular access beyond. Perhaps this project scope could be expanded to

include a terminus for the access road, (and gates) for a "pioneer road" extension to connect to the existing driveway across the former mine site.

Personnel from AEL&P engineering and I walked the current corridor and clearly, some drainage improvements are needed and approximately $\frac{1}{4}$ to $\frac{1}{2}$ mile of roadway improvements. If AJ Rock stockpiles in the area could be sold for construction aggregates to the public, funds could be generated to pay for the access road improvements and maintenance.

Considering this access road as a new opportunity, it could be designed and developed in such a way as to make additional high density zoned land available for much needed downtown housing. We believe the current zoning overlay map is a significant barrier to any downtown housing project, design, construction, permitting, and development. It should be removed from current ordinance as proven to be unworkable. Instead, we could approach a strategy of "mitigation and monitoring" as a city policy instead. Thereby bring focus to managing the risk, not "designation and regulation" of a potential hazard. Those exist on former mining property or the mt Roberts slope that was clearcut and developed during mining operations since settlement of the downtown area until 1944. No mitigation has ever happened, thereby resulting in the concept of the "hazard".

The "Hazard zone" is another consideration and continuing barrier to downtown housing. As it is a different and larger issue from this access proposal, we will address this in more detail separately. This area has the potential for many apartment units. But it is constrained by access, emergency services delivery, the hazard zone overlay map, and the ability to move materials and resources and construct much needed housing.

Recommendation

We would suggest a collaborative team of appropriate attendees, could begin to study and address this access issue. Team members might include AJT properties, (land owners), CBJ staff, (as appropriate), AEL&P and other affected parties. We would be happy to participate in the discussion and help develop implementation strategies for a completed project. A Reconnaissance study by the team, could identify issues and solutions to improve access and move this area of downtown forward.

A reconnaissance study is likely needed to plan corridor features and access points as well as alignment with existing right of way corridors and platted access. Consent among the parties would likely be needed through an appropriate "use or access agreement" document.

Please let us know how we can assist the city in this project. Improving access is a most important public service and community concern. Additional housing is a community priority and this project could add resources to that. Access to emergency services can be vital and lifesaving, if people and equipment can make it to the site. It is in everyone's best interests to work out a access solution for the community vitality and for future residents of downtown Juneau housing.

Please let us know how we can assist to pursue this access idea and support downtown housing opportunities.

Sincerely,



Steven Soenksen, Manager
Gastineau Lodge Apartments, Ilc
9072090709
ssoenk@yahoo.com

Additional support and comments.

Imagery date: June 2013 This is not a survey.
Property lines are approximate.
Map date: 7/17/2023



Attachment Q- "Thane Road" Secondary Access Letter from Applicant

HILLSIDE ENDORSEMENT CHECKLIST
USE2023-0008 – Gastineau Lodge Apartments

CBJ 49.70	Item	Description
CBJ 49.70.240 Application		
240(1)	Vicinity map including scale, roads, place, and street names	See Attachment A, 2021 PND Report
Map(s) Showing:		
240(2)(A)	Extending 50 feet in all directions beyond development. <i>In practice, mapping can be limited to the lot and 25 feet beyond.</i>	See Attachment A, 2021 PND Report
240(2)(A)	Two-foot contours for flat terrain or five-foot contours for steep terrain.	See Attachment A, Floor Level Plans, Level 1 Diagram
240(2)(A)	12 percent line, 30 percent line;	Not submitted
240(2)(A)	Existing improvements on the site and adjacent lots, including structures, roads, driveways and utility lines.	See Attachment A, Floor Level Plans
240(2)(B)	Water bodies, tidelands and drainage ways from the development site to accepting natural waterbody.	N/A
240(2)(C)	Lot boundaries and easements for the site and adjacent lots.	See Attachment A, Floor Level Plans
240(3)(D)	The location of improvements including structures, roads, driveways, utility lines, culverts, walls and cribbing.	See Attachment A, Floor Level Plans
240(3)(E)	Clearing limits of existing vegetative cover.	Not submitted
240(3)(F)	A cross-section of the development site.	See Attachment A, Site Section
Engineered Plans, Including:		
240(4)	Roads, driveways, parking areas, including elevations.	See Attachment A, Floor Level Plans and Site Section
240(4)	Structural improvements and foundations.	
240(4)	Off-site stormwater runoff systems.	
240(4)	Development cross-sections.	
Landscape Plans, Including:		
240(6)	Trees to be retained, by species and location.	Not Submitted
240(6)	Temporary slope protection measures.	
240(6)	Erosion and siltration control measures.	
240(6)	Seeding and sodding materials.	
240(6)	Planting and maintenance system.	
240(6)	Methods for stabilizing and protecting bare slopes.	
Geologic Memo, Including:		
240(7)	Summary of the relevant surface and bedrock geology of the site.	See Attachment A, 2021 PND Geotechnical Report
240(7)	Discussion of active geologic processes with conclusions and recommendations regarding the effect of geologic factors on the proposed development.	
240(7)	Data regarding the nature, distribution and relevant parameters of existing soils.	
240(7)	Recommendations for grading procedures.	

240(7)	Design criteria for corrective measures as necessary.	
240(7)	Recommendations covering the suitability of the site for the proposed development.	
Other:		
240(5)	A description of the source and type of any off-site fill.	No source identified
240(5)	The site for depositing excess fill.	No source identified
240(9)	A work schedule, by phase.	Not submitted
CBJ 49.70.250 Standards for Approval		
250(1)	New road standards, width, and grade.	N/A
250(2)	Weather. The engineer may prohibit a developer from earthmoving during periods of very wet soil conditions, in which case the permit shall be extended by a like period.	The project is scheduled to begin as soon as permits are secured. Should site construction activities extend into a heavy rainy season, construction may be halted at the discretion of E&PW if erosion and sediment discharge become a problem.
250(3)	Sediment. The developer shall not allow any increase in sediment to flow off-site during or after construction if such would be likely to cause an adverse impact on a down slope lot or waterbody.	See Attachment A, 2021 PND Report
250(4)	Peak discharge. The developer shall ensure that during and after construction of major development, the peak discharge of all streams and natural drainage ways at the down slope boundary shall be no greater than that occurring prior to excavation.	See Attachment A, Floor Level Plans. Peak discharge information was not submitted with the application. Runoff from the proposed development will be piped directly into the 6" public storm drain system within Bulger Way.
CBJ 49.70.260 Criteria		
260(1)	Soil erosion. Soil disturbance and soil erosion shall be minimized and the effects thereof mitigated.	See Attachment A, Floor Level Plans. The lower portion of the development will be constructed of a terraced fill and will be subject to erosion until covered with matting or vegetation. Sediment barriers will be required to be installed and maintained along the lower edge of the fill until adequate vegetation is established.
260(2)	Existing vegetation. Depletion of existing vegetation shall be minimized.	The submitted plans do not specify how much of the existing vegetation will remain post-construction. Proposed building setback distances range from 1' 7" in the front yard (level 5) to 8' 7" in the rear yard (level 1), leaving minimal room for undisturbed land during construction.
260(3)	Contours. The developer shall recontour the finished grade to natural-appearing contours which are at or below 30 percent or the natural angle of repose for the soil type, whichever is lower, and which will hold vegetation.	See Attachment A, 2021 PND Geotechnical Report
260(4)	Time of exposure and soil retention. The developer shall minimize the period of time that soil is exposed and shall employ mats, silt	The grading permit and building permit will include conditions to assure disturbed soil and fill slopes are protected as soon as they are completed or if

	blocks or other retention features to maximize soil retention.	uncompleted slopes will be exposed for longer than two weeks. Sediment barriers will control sediment runoff during the construction period when disturbed soils are exposed to the weather. The grading permit and building permit will require routine maintenance of these devices.
260(5)	Replanting. The developer shall mat, where necessary, and plant all exposed soil in grass or other soil-retaining vegetation and shall maintain the vegetation for one full growing season after planting.	Approximately 10% to 20% of the project site around the edges will be available for vegetative ground cover post-construction. The remaining portion of the project site will be disturbed with grading or building. All disturbed slopes must be seeded with a CBJ-approved mix and fertilized as soon as possible after site grading is completed. All seeded areas must be covered with a jute mat or similar surface blanket to help promote soil stability and seed germination. All plantings shall be complete within no more than one calendar year after the date of issuance of any grading permit or building permit for the subject project.
260(6)	Drainage. The developer shall minimize disturbance to the natural course of streams and drainage ways. Where disturbance is unavoidable, the developer shall provide a drainage system or structures which will minimize the possibility of sedimentation and soil erosion on-site and downstream and which will maintain or enhance the general stream characteristics, spawning quality, and other habitat features of the stream and its receiving waters. Where possible, development shall be designed so lot lines follow natural drainage ways.	See Attachment A, 2021 PND Geotechnical Report and Floor Level Plans. Site grading should be established to provide drainage of surface water or roof drainage away from proposed and existing buildings and toward suitable drainage structures. All hard surfaces (i.e. roof and parking deck) will be drained to the storm drain in Bulger Way. The slope in front of the building will be graded to drain to an area drain which is also piped into the Bulger Way storm drain.
260(7)	Foundations. The developer shall ensure that buildings will be constructed on geologically safe terrain.	See Attachment A, 2021 PND Geotechnical Report
260(8)	Very steep slopes. The developer shall minimize excavation on slopes over 30 percent.	See Attachment A, 2021 PND Geotechnical Report. Using 2013 USGS contour data, the overall slope of the project site is approximately 45%. The building is to be constructed on approximately 60% of the project site, from between the Gastineau Avenue right-of-way to within 8'7" from the South Franklin Streets downhill. Construction will require careful site preparation including cutting a keyway at the toe of slope to stabilize the fill. It is unclear if the applicant has minimized excavation to that necessary to accommodate the proposed development.
260(9)	Soil retention features. The developer shall minimize the use of constructed retention features. Where used, their visual impact shall be minimized through the use of natural aggregate or wood, variation of facade, replanted terraces, and the like.	See Attachment A, 2021 PND Geotechnical Report. Overburden at the project site generally consists of brown silty sand with gravel. Retaining walls must be designed to resist lateral pressures including lateral earth pressures, surcharge or surface loads, hydrostatic pressures, and seismic forces. The report

Attachment R- Hillside Endorsement Summary Review

		recommends the use of clean, angular, free-draining coarse grained soil to prevent the buildup of hydrostatic forces.
260(10)	Wet weather periods. The developer shall minimize exposure of soil during the periods of September 1—November 30 and March 1—May 1.	The applicant has indicated that construction will occur as soon as all permits are obtained. Any site work to stabilize the soil would need to be done after November 30th to avoid working during wet weather periods. Issuance of a grading permit will require the applicant to include a construction schedule. E&PW will have the discretion to halt the work if soil exposure becomes a problem during wet weather periods.

Hazards – Landslides and Avalanches

Following is a synopsis of historic plans and reports that have identified landslide and avalanche hazards for the project site and the larger Gastineau Avenue area. These documents can be found in their entirety here:

<https://juneau.org/community-development/plans-studies>

- ❖ 1972 Geophysical Hazards Investigation for the City and Borough of Juneau, Alaska: A Summary Report. Daniel, Mann, Johnson and Mendenhall. Portland, OR. October 1972. (ADOPTED)
- ❖ 1972 Geophysical Hazards Investigation for the City and Borough of Juneau, Alaska: Technical Supplement. Daniel, Mann, Johnson and Mendenhall. Portland, OR. October 1972. (ADOPTED)

The 1972 Summary Report and Technical Supplement formed a foundation for the eventual adoption of the 1987 maps and Title 49 code in use today. Specifically, the 1972 Summary Report maps delineated the project site within the following areas:

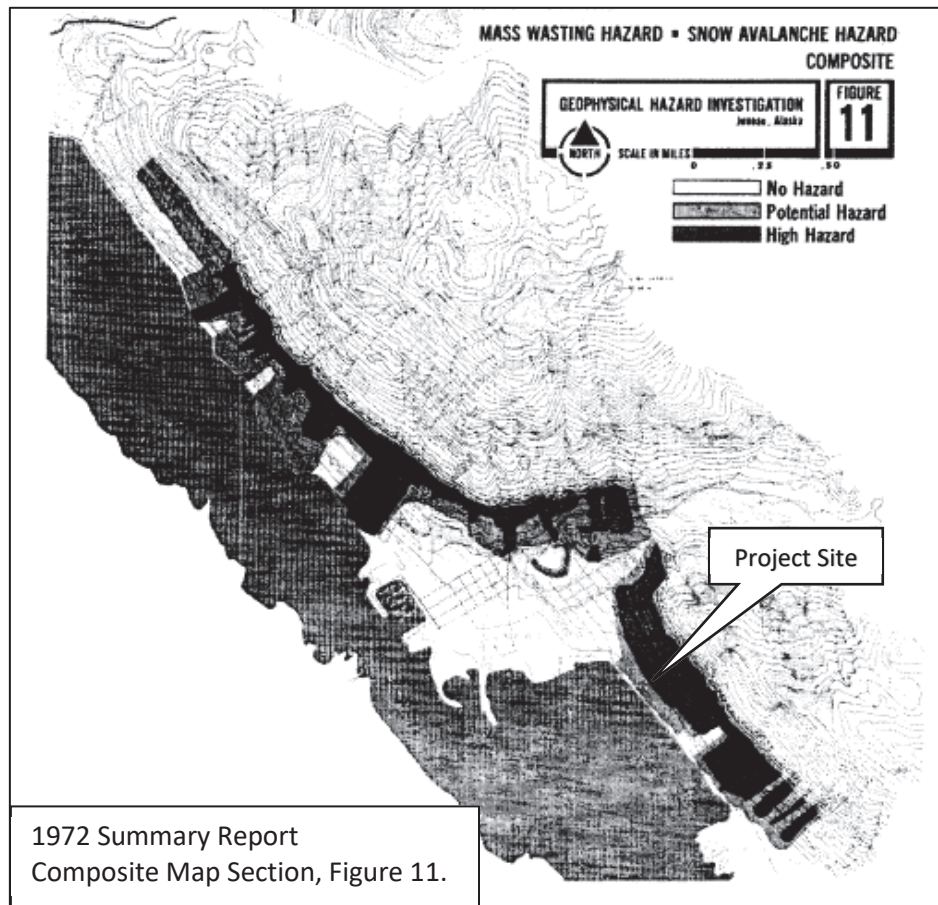
- Map Figure 6: Mass Wasting – High Hazard Area
- Map Figure 10: Snow Avalanche – Potential Hazard Area
- Map Figure 11: Composite: Mass Wasting / Snow Avalanche – High Hazard Area (see next page)

Page 51 of the Summary Report states that the purpose of the Composite Mass Wasting and Snow Avalanche hazard rating system was to, *“Identify areas wherein the aggregate, life and property are exposed to high, moderate and low hazards [and] to provide a basis for prioritizing collective and preventative measures.”* Furthermore, the report states:

“Each category of hazard - mass wasting and snow avalanche – identifies three degrees of hazard. Aggregating the two systems, nine combinations of hazards are possible. Practically speaking, nine classifications is an unworkable number. However, it is logical to group several combinations under common headings. If a geographic area is known to be vulnerable to both a high snow avalanche hazard and a potential mass wasting hazard, then the known higher level of hazard should govern, and the resulting composite hazard class is High Hazard. Similarly, two high hazard ratings constitute a Very High Hazard.”

The table below shows how the two hazard scenarios were conflated. Eventually, the composite map (see next page) was broken down into smaller area maps and adopted by the Assembly in 1987.

		Snow Avalanche Hazard Classifications		
		High Hazard	Potential Hazard	No Hazard
Mass Wasting Hazard Classifications	High Hazard	Very High Hazard	High Hazard	High Hazard
	Potential Hazard	High Hazard	Potential Hazard	Potential Hazard
	No Hazard	High Hazard	Potential Hazard	No Hazard



The 1972 Technical Supplement goes into detail regarding the sub-area delineated as the “Mt. Roberts Slopes”:

Page 31: *“By far the most hazardous area in terms of potential destruction of property and loss of life from landslides is that area at the base of the Mt. Roberts slope extending from the corner of 3rd and Harris Streets to the beginning of Thane Road. Eleven major debris avalanche-debris flow deposits have been identified and mapped on its slope. Three of these are massive in size and occurred before Juneau settlement. The remaining eight were smaller but still destructive in size. All are identifiable on the ground and the eight post-settlement slides were well documented by local newspapers at the time of their occurrence (Appendix X).”*

Page 36: *“The eight major landslides which have occurred since Juneau was settled are expressed as linear ridges near the base of the slope or as bulked deposits above Gastineau Avenue and South Franklin Street. Five of these reached South Franklin Street but did little damage on the beach side of the street (side nearest the harbor) since most of their energy was dissipated by damage and destruction above South Franklin. Three terminated on Gastineau Avenue.”*

Page 36: *“In summary, 21 gullies have been mapped on the Mt. Roberts slope above the city; 15 identified as having a high debris avalanche-debris flow hazard. Considering the extremely steep slopes, unstable bedrock and soil conditions, numerous high hazard gullies extending directly into the urban area and its past history of land-sliding, most of the Mt. Roberts slope above South Franklin Street and Gastineau Avenue must be considered as highly hazardous in terms of damage and potential loss of life from landslides.”*

❖ 1987 Landslide and Avalanche Hazard Maps (ADOPTED) and CBJ 49.70.300 - Landslide and Avalanche Areas

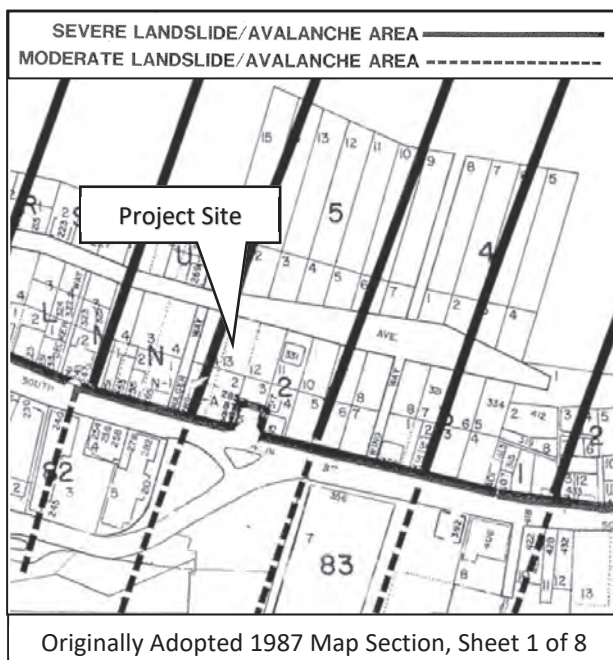
CBJ's current code and hazard maps, adopted in 1987 for areas between White Subdivision to Thane, are based in part on the maps created in the 1970s. These low-resolution maps combine landslide and avalanche areas into two hazard area types: "Severe Landslide / Avalanche" and "Moderate Landslide / Avalanche".

The 1987 maps delineated the project site within the following areas:

- Map Sheet 1: Composite Severe Landslide / Avalanche Hazard Area (see map below)
- Map Sheet 4: Snow Avalanche – Potential Hazard Area
- Map Sheet 5: Mass Wasting (landslide) – High Hazard Area
- Map Sheet 7: Composite Severe Landslide / Avalanche Hazard Area

The 1987 maps are cited in CBJ 49.70.300 – Landslide and Avalanche areas. This section of code was adopted by Ordinance 87-49. It was modified in 1990 by repealing a requirement of hazard area recordation and modified again in 2006 to remove a reference to an outdated sensitive areas map.

The colored map to the right is not an adopted CBJ map; the information on this map is a compilation of the adopted 1987 Map Sheets 1-8 for illustrative purposes only.

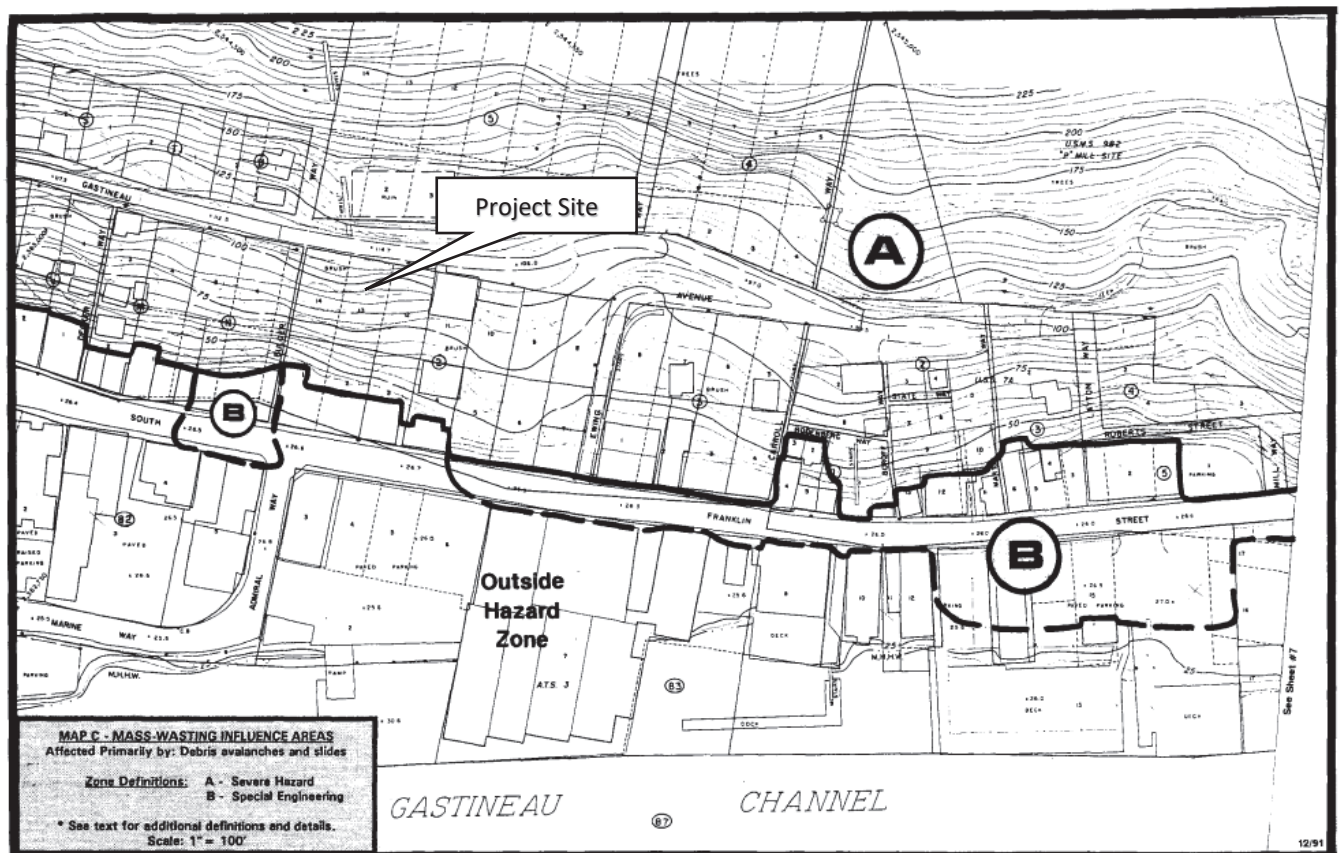


- ❖ 1992 Juneau Area Mass-Wasting & Snow Avalanche Hazard Analysis. Mears, Art; Fessler, Doug; and Fredson, Jill. Gunnison, CO and Anchorage, AK. February 1992. (NOT ADOPTED)

While not an adopted plan, the 1992 Hazard Analysis included a re-evaluation of and updated mapping for mass wasting and snow avalanche areas in Juneau at a 1 inch = 100 feet scale. It emphasized that a site-specific analysis should be required to define the physical processes and constraints to development at each site, and that the study and accompanying maps could not be used for this purpose.

The Analysis also made suggestions for modifications to CBJ 49.70.300. Interestingly, it did not suggest changes to CBJ section 49.70.300(a)(3) regarding developments greater than a single-family dwelling requiring a Conditional Use Permit, or CBJ section 49.70.300(b)(1) regarding no development within a severe Avalanche area increasing the density of that parcel.

Specifically, the Analysis included three photos of destructive landslides between Gastineau Avenue and South Franklin Street from January 1920, October 1936, and November 1936, and delineates the project site within a Mass Wasting Severe Hazard area, as shown on the map below.



❖ 2012 City and Borough of Juneau All Hazards Mitigation Plan (ADOPTED)

The 2012 All Hazards Mitigation Plan was adopted by CBJ but is now considered expired by the Federal Emergency Management Agency (FEMA) according to grant criteria. It is still used as a reference by CBJ's Emergency Management Department and plans for an update are underway.

The 2012 Plan includes an avalanche section based in part by the Swiss Snow Institute Research for Avalanche Technology. The study provides options for the community to take to mitigate avalanche hazards. The Swiss Snow Institute was chosen to perform the study because they have the most current computer modeling techniques, and the Swiss wrote the standards for artificial release and hazard mitigation protection in urban avalanche environments. This study is not a new hazard map for the community, but a feasibility of cost and mitigation options.

The goal of the study was to provide reasonable mitigation measures – both active and passive – for long range protection of the environment. The study reviewed historic avalanche events, with an emphasis on the Behrends Avenue and White avalanche paths, although it briefly mentions an unmapped avalanche paths above Gastineau Avenue and South Franklin Street. The Plan also references historic studies previously done in 1967, 1968, 1972, 1992, and includes new computer modeling analysis. Mitigation strategies include prohibiting new construction in avalanche zones and utilizing appropriate methods of structural avalanche control.

The 2012 Plan also identifies landslide hazards, further characterizes that the hazard is from mass wasting, and calls out mitigation strategies for two areas in close proximity to the project site:

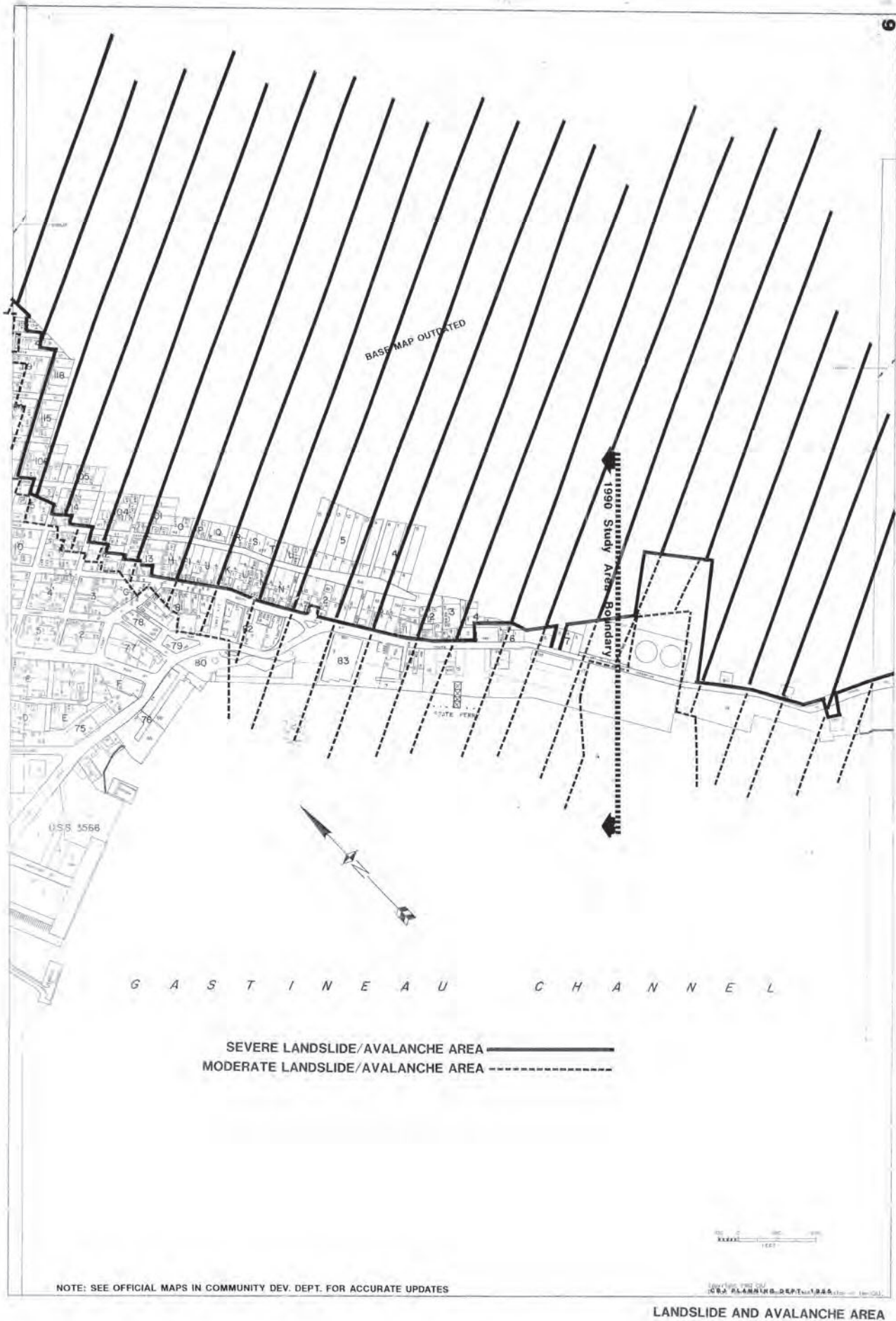
- *Landslide-resistant construction. Several buildings in the CBJ have landslide-resistant construction, such as breakaway, sacrificial walls on the lower floors to let landslides pass through (Marine View Building). Other buildings have elevated construction to allow landslides to pass under the bulk of the building (page 57).*
- *Maintain existing drainage system above Gastineau Avenue. A drainage system above Gastineau Avenue currently exists, but there has been some disparity in determining who is responsible for maintaining it. If the system is adequate, it would benefit the CBJ to maintain the system to a useable standard (page 57).*

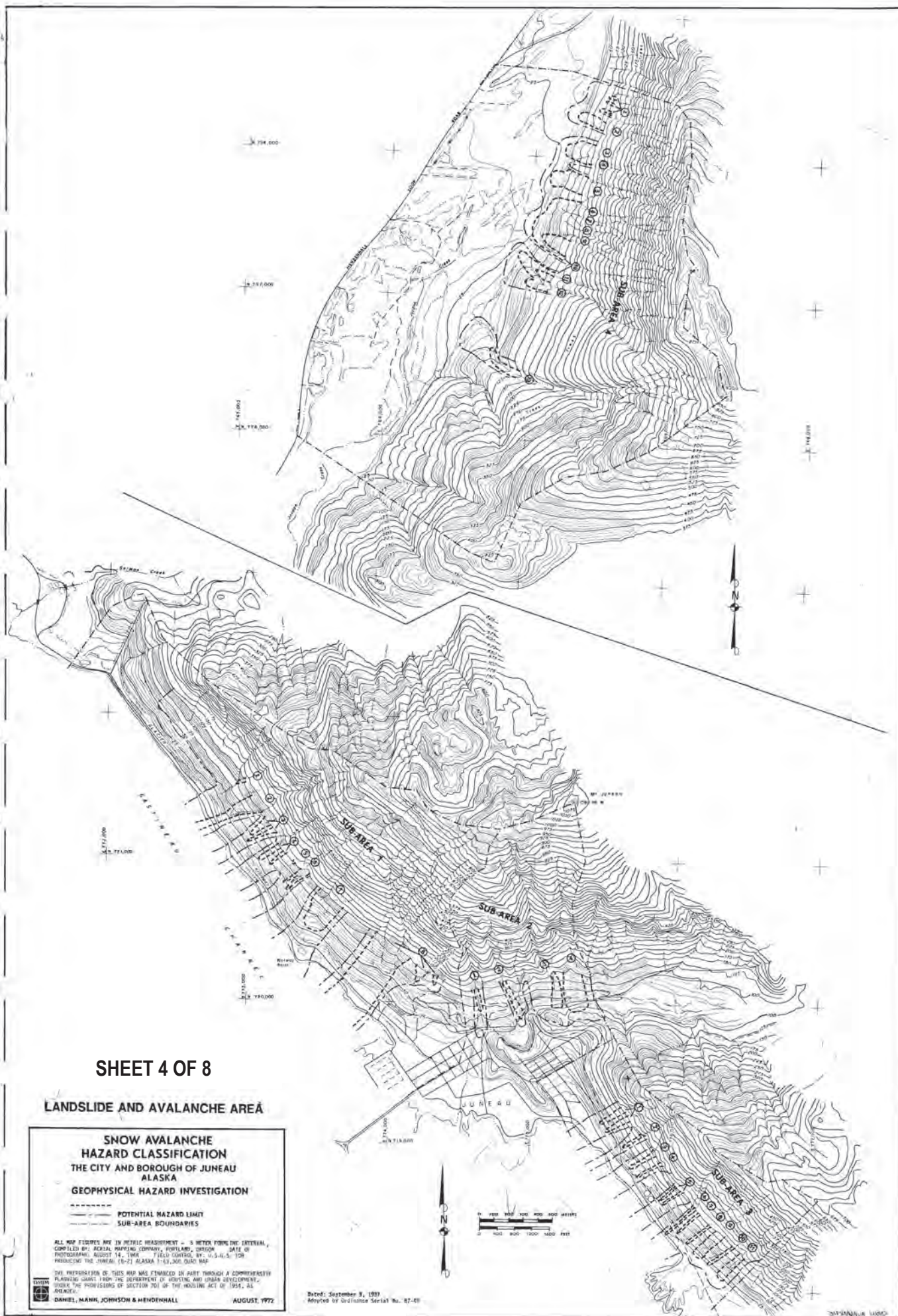
Specifically, the 2012 maps delineate the project site within the following areas:

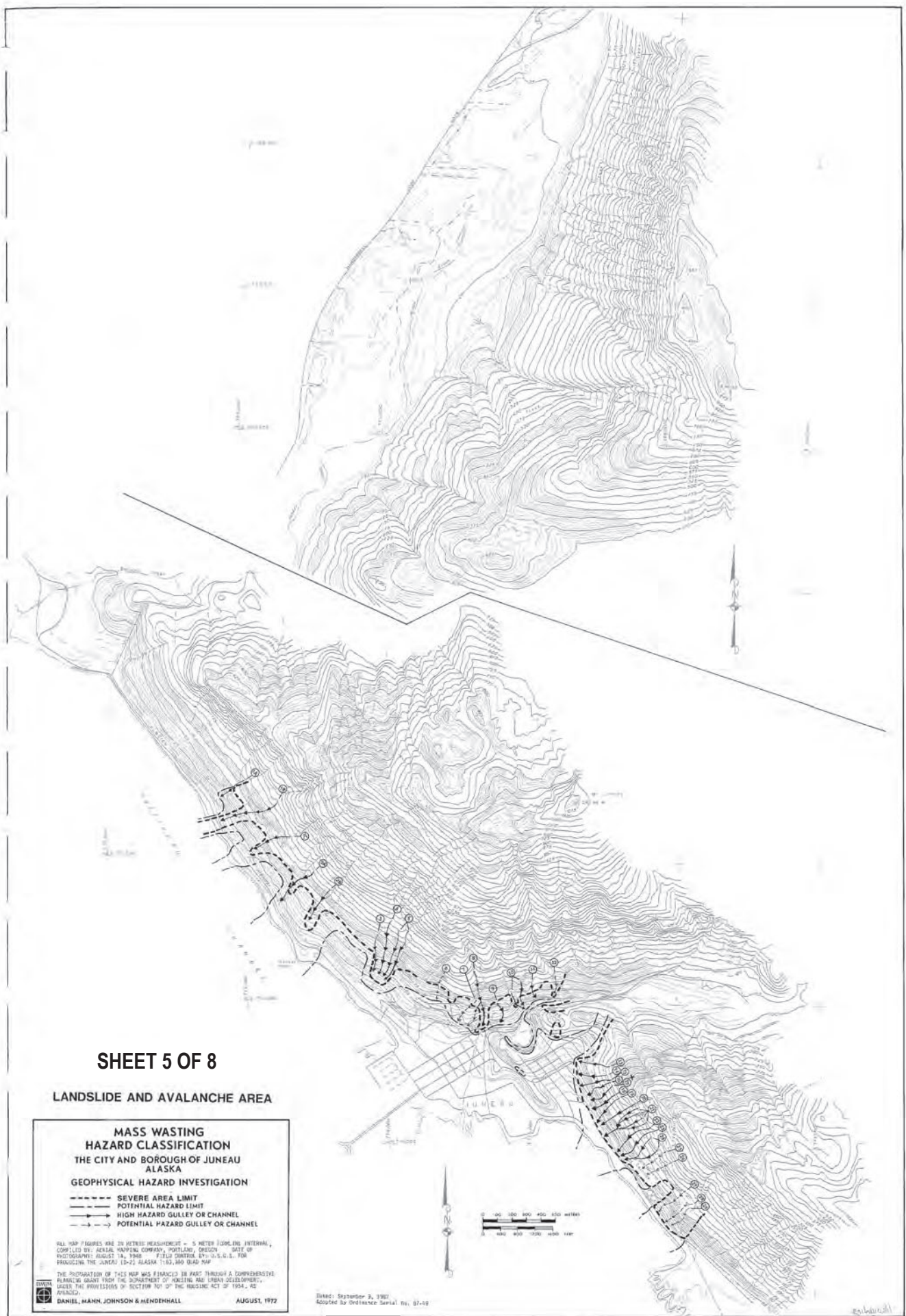
- Map 6/C: Avalanche:
Moderate Hazard Area
- Map 9/H: Mass Wasting:
Severe Hazard Area

As stated on page 42 of the Plan, *“Thus, existing land use codes and management plans discourage future development in Avalanche Hazard areas. If future development were to occur within these zones, estimates of vulnerable community assets and population loss would likely increase.”*



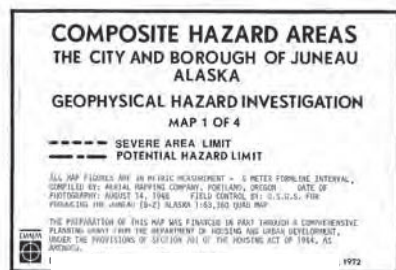




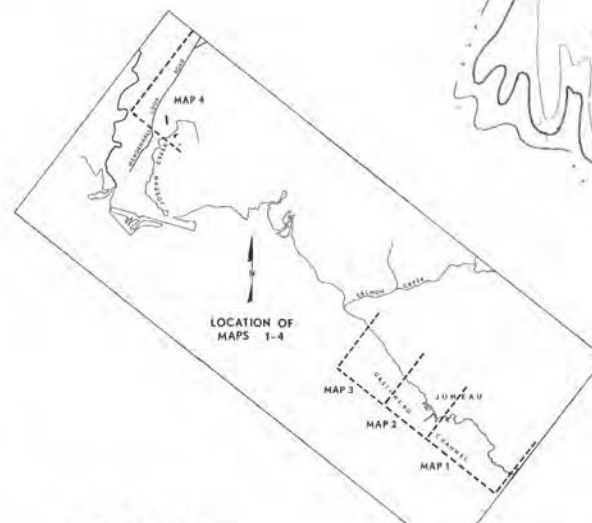
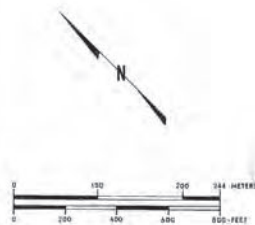




LANDSLIDE AND AVALANCHE AREAS



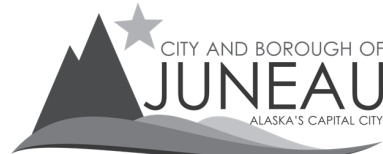
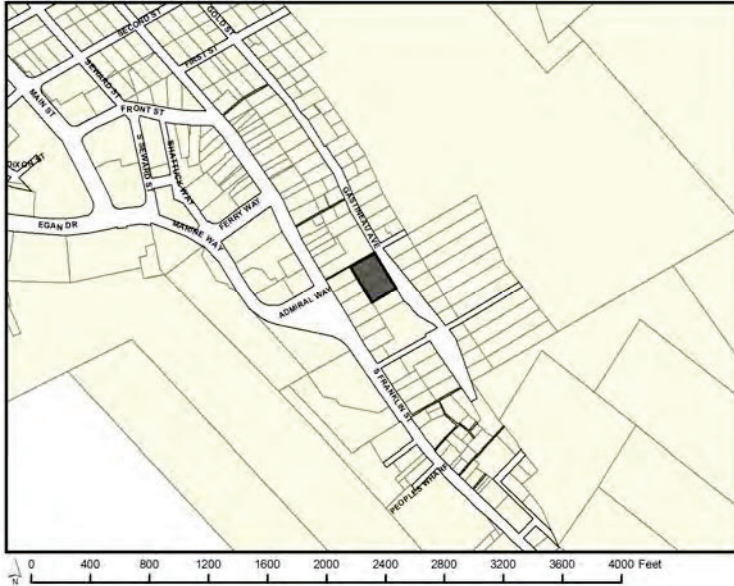
SHEET 7 OF 8



Invitation to Comment

On a proposal to be heard by the CBJ Planning Commission

Your Community, Your Voice



COMMUNITY DEVELOPMENT

155 S. Seward Street Juneau, Alaska 99801

TO:

A **Conditional Use Permit** has been submitted for consideration and public hearing by the Planning Commission **to create a six-story, 72-unit multi-family structure in a Mapped Moderate Landslide & Avalanche Hazard Area on Gastineau Avenue in a MU zone.**

PROJECT INFORMATION:

Project Information can be found at:

<https://juneau.org/community-development/short-term-projects>

PLANNING COMMISSION DOCUMENTS:

Staff Report expected to be posted **October 16, 2023** at

<https://juneau.org/community-development/planning-commission>

Find hearing results, meeting minutes, and more here, as well.

Now through Oct. 02	Oct. 03 — noon, Oct. 20,	HEARING DATE & TIME: 7:00 pm, Oct. 24, 2023	Oct. 25
Comments received during this period will be sent to the Planner, Jennifer Shields , to be included as an attachment in the staff report.	Comments received during this period will be sent to Commissioners to read in preparation for the hearing.	This meeting will be held in person and by remote participation. For remote participation: join the Webinar by visiting https://juneau.zoom.us/j/83224510650 and use the Webinar ID: 832 2451 0650 OR join by telephone, calling: 1-253-215-8782 and enter the Webinar ID (above). You may also participate in person in City Hall Assembly Chambers, 155 S. Seward Street, Juneau, Alaska.	The results of the hearing will be posted online.
FOR DETAILS OR QUESTIONS, Phone: (907)586-0753 ext. 4139 Email: pc_comments@juneau.gov Mail: Community Development, 155 S. Seward Street, Juneau AK 99801 <small>Printed September 20, 2023</small>			
Case No.: USE2023 0008 Parcel No.: 1C070H020120 CBJ Parcel Viewer: http://epv.juneau.org			