

PLANNING COMMISSION STAFF REPORT PARKING WAIVER PWP2023 0004 HEARING DATE: JANUARY 23, 2024

(907) 586-0715 CDD_Admin@juneau.gov www.juneau.org/community-development 155 Heritage Way • Juneau, AK 99801

DATE: January 16, 2024

TO: Mandy Cole, Chair, Planning Commission

BY: Jennifer Shields, Planner II Jennifer d. Shields

THROUGH: Jill Lawhorne, Director, AICP

PROPOSAL: Parking Waiver to waive five (5) required off-street parking spaces for a 3,657 square foot Domino's Pizza restaurant with a drivethrough window.

STAFF RECOMMENDATION: Approve

KEY CONSIDERATIONS FOR REVIEW:

- The lot is zoned LC (Light Commercial).
- The 2013 Comprehensive Plan designates the area as a Traditional Town Center.
- The lot has an exclusive access and parking easement that favors a neighboring lot.

GENERAL INFORMATION		
Property Owner	R&S Construction LLC	
Applicant	R&S Construction LLC	
Property Address	TBD, Clinton Drive	
Legal Description	VINTAGE II BL A LT R-2	
Parcel Number	5B1601420020	
Zoning	LC (Light Commercial)	
Land Use Designation	TTC (Traditional Town Center)	
Lot Size	26,649 square feet	
Water/Sewer	Public water and public sewer	
Access	Clinton Drive via Vintage Boulevard	
Existing Land Use	Vacant / Parking	
Associated Applications	USE2023-0018	

ALTERNATIVE ACTIONS:

- Amend: require additional conditions or delete or modify the recommended conditions.
- Deny: deny the permit and adopt new findings for items 1-6 below that support the denial.
- Continue: to a future meeting date if determined that additional information or analysis is needed to make a decision, or if additional testimony is warranted.

ASSEMBLY ACTION REQUIRED:

Assembly action is not required for this permit.

STANDARD OF REVIEW:

- Quasi-judicial decision
- Requires five (5) affirmative votes for approval
- Code Provisions:
 - 0 49.30.270
 - 0 49.40.210
 - 0 49.40.220
 - 0 49.80

The Commission shall hear and decide the case per CBJ 49.40.220(a) PARKING WAIVERS. The required number of parking spaces required by this chapter may be reduced if the requirements of this section are met. The determination of whether the parking requirements of this chapter are satisfied, with or without conditions, and deemed necessary for consistency with this title, must be made by the director in the case of minor development; the commission in the case of major development; and the commission if the application relates to a series of applications for minor developments that, taken together, constitute major development, as determined by the director.

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SITE FEATURES AND ZONING



SURROUNDING ZONING AND LAND USES		
North (D18)	Offices, Riverview	
	Senior Living	
South (D18)	Vintage Park Condos,	
	Clinton Park Condos	
East (D18)	Offices, Safeway	
West (D18)	Offices, Mendenhall	
	River	

SITE FEATURES		
Anadromous	No	
Flood Zone	Zone X	
Hazard	No	
Hillside	Yes	
Wetlands	No	
Parking District	No	
Historic District	No	
Overlay Districts	No	

BACKGROUND INFORMATION

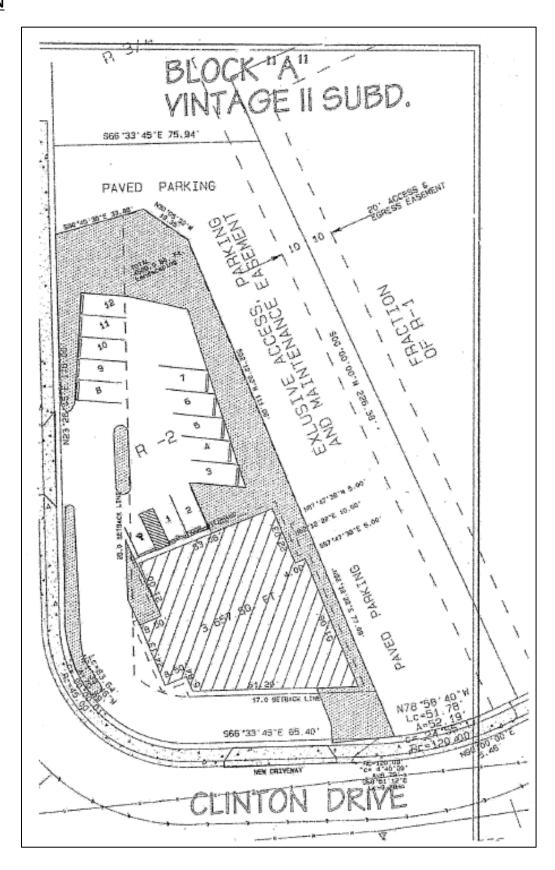
Project Description – The applicant requests a Parking Waiver to waive five (5) required off-street parking spaces in order to develop a 3,657 square foot Domino's Pizza restaurant with a drive-through window in a LC zoning district (Attachment A). This application is associated with Conditional Use Permit application USE2023-0018.

Background - The table below summarizes relevant history for the lot and proposed development.

Year	Item	Summary
1985	Plat	Vintage II Subdivision Plat 85-58 (Attachment B).
2013	Easement	Access, Parking, and Maintenance Easement favoring adjacent Lot R-1 (Attachment C).
2013	Agreement	Snow Dump Agreement between Lots R-1, R-2, R 3/4, and R-5 (Attachment D).
2013	Agreement	Consent of Use Rights Agreement between Lots R-1, R-2, and R 3/4 (Attachment E).
2023	Release of Agreement	Release of Snow Dump Agreement between Lots R-1, R-2, R 3/4, and R-5 (Attachment F).
2023	Pre-Application Conference	Held on October 15, 2023, for a structure housing a take-out restaurant or an office (Attachment A).

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SITE PLAN



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Project Site – The Vintage Subdivision area, a fraction of the original U.S. Survey 1193, was first subdivided into three tracts in 1984. The area was further subdivided in 1985 to create the subject lot (Attachment B).

Also in 1984, the area was rezoned from R-7 (Residential) to C-2 (Central Commercial) by CBJ Ordinance 84-03(am). This ordinance included a number of conditions for the area, including those regarding access and traffic control, building design, signage, and landscaping. Later, the conditions and uses allowed were further amended by a series of CBJ ordinances (85-33, 85-55, 85-89, 86-54(am), and 86-72). As part of the 1987 major rewrite of the CBJ Land Use Code, the area was rezoned to LC (Light Commercial), and the previous requirements imposed through earlier rezones were removed.

The Clinton Drive area surrounding the lot includes primarily daytime offices to the north, east, and west. The River View Senior Living community is also to the north. To the south are residential condominiums including the Vintage Park Condominiums Association and the Clinton Park Condominiums Association.

The lot is 26,649 square feet in size, exceeding the required 2,000 square feet minimum lot size for the LC zoning district. An exclusive access and parking easement favors a neighboring lot, thereby reducing the developable area of the subject lot to approximately 17,800 square feet, or 67% of the total lot size (Attachment C). However, the easement area cannot be excluded from calculations related to lot size.

Project Design – The applicant is proposing to locate the 3,657 square foot restaurant on the southern end of the lot, with a drive-through pick-up window located on the western side of the structure. Customers may place delivery, drive-through pick-up, and carry-out orders. The application narrative states that the restaurant will not have sit-down dining.

Condition: None.

Traffic – According to CBJ 49.40.300(a)(2), a traffic impact analysis is not required since the project will generate less than 250 Average Annual Daily Traffic. For this application, staff used the Institute of Transportation Engineers' Trip Generation Manual (9th Edition) highest projections for a Fast-Food Restaurant with Drive-Through Window and No Indoor Seating as shown below, based upon the project's proposed square footage.

Use	Total Sq. Ft.	Trips Generated	Total Trips
Fast-Food Restaurant with Drive-Through Window and No Indoor Seating	3,657	44.99 per 1000 sq. ft.	164.53

Additionally, the applicant has submitted the following Domino's Pizza information which indicates an average of approximately 109 orders per day, or a total of 218 arrivals / departures (Attachment A):

- 9,841 orders over 90 days
- Approximately 109 orders per day
- Assuming two movements per order (arrival/departure)
- Approximately 218 movements per day, not counting staff.

Condition: None.

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Vehicle Parking & Circulation – Currently, the lot has two-way driveways on both the west and south sides, and approximately 27 off-street parking spaces. These site improvements fall within a recorded access and parking easement area that constitutes approximately 33% of the total lot size. The easement area is for the exclusive use of the neighboring lot to the east at 3000 Vintage Boulevard (Lot R-1) and is unavailable for access or parking use by the proposed restaurant.

The applicant is proposing two new driveways: on the west side of the lot (two-way, ingress/egress) and on the south side of the lot (one-way, egress). An 18-foot-wide drive aisle will accommodate one-way drive-through pick-up window traffic and at least three stacked vehicles. A menu board is not proposed.

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According to CBJ 49.40.210(a), 18 off-street parking spaces are required, based upon the project's proposed square footage, as shown below. Per CBJ 49.40.210(c), a loading space is not required unless the structure exceeds 5,000 square feet.

Use	Parking Standard	Total Spaces Required
Restaurant	1 per 200 square feet	18.29 = 18
	(3,657 square feet total)	(including 1 ADA space)

The applicant is proposing a parking area on the northern end of the lot with 13 off-street parking spaces, or 72% of the required minimum (i.e. a waiver of 28%). Considerations regarding the parking waiver request include the following:

- Impacts to Nearby On-street Parking On-street parking is allowed on both sides of the 60-foot-wide Clinton Drive right-of-way, except for in the early morning hours between 1:00am to 7:00am. The CBJ General Engineering Department will require the installation of "No Parking" signage between the two proposed driveways in order to reduce traffic hazards along the Clinton Drive corner. The creation of the two proposed driveways will eliminate approximately nine (9) on-street parking spaces.
- Restaurant Categories Unlike the ITE manual for determining traffic counts, CBJ parking requirements
 do not distinguish between varying types of restaurants. According to Domino's Pizza data submitted by
 the applicant (Attachment A), on-site parking needs vary, according to the type of customer and type of
 employee, as follows:

	Amount	On-Site Parking Needed?
Carry-Out Customers	~25%	Yes
Drive-Through Customers	(2.5 orders per hour)	No
Delivery Customers	~75%	No
Dine-In	N/A	N/A

Employees In Store	3-4	Yes
Employees Off-Site	2+	Partial
(Deliveries on the road,		(15 minutes per hour)
~45 minutes for every hour)		

<u>Traditional Town Center</u> – The Clinton Drive area is designated as a Traditional Town Center (TTC) in the
Comprehensive Plan. When CBJ 49.40 Parking was adopted in 2022, a Town Center Parking Area (TCPA)
was created in downtown Juneau. Eventually, a rewrite of the Comprehensive Plan could establish
consistent parking regulations in other "Town Center" designated areas, aligning the Comprehensive Plan
and the regulations enacting them, and thereby reducing the number of off-street parking spaces
required.

Condition: None.

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Non-motorized Transportation -

There are sidewalks on both sides of Clinton Drive, with connecting sidewalks along Vintage Park Boulevard.

Condition: None.

Proximity to Transit – Capital Transit operates several routes along Glacier Highway near Vintage Boulevard and Clinton Drive. Bus stops are located approximately 2,000 feet to the south on Glacier Highway, and approximately 2,000 feet to the east on Mendenhall Mall Road.

Condition: None.

Public Health or Safety – There is no information to suggest that waiving five (5) off-street parking spaces for the proposed development will materially endanger the public health, safety, or welfare.

Property Value or Neighborhood Harmony – There is no information to suggest that waiving five (5) off-street parking spaces for the proposed development will negatively affect property value or be out of character with the existing neighborhood.

AGENCY REVIEW

CDD conducted an agency review comment period between December 21, 2023, and January 8, 2024.

Agency	Summary
General Engineering	We do not have any specific comments with respect to conditional use permitting or parking waivers. Snow storage cannot impede the CBJ ROW. No trees or landscaping may be installed in the CBJ ROW. After completion, CBJ may install "No Parking" signage between the 2 new driveways to reduce traffic hazard(s) along the sharp corner.
Building	No comments submitted.
CCFR	There are no fire code or fire department issues with this project.

PUBLIC COMMENTS

CDD conducted a public comment period between December 21, 2023, and January 1, 2024. Public notice was mailed to property owners within 500 feet of the proposed development (Attachment G). A public notice sign was posted on-site two weeks prior to the scheduled hearing (Attachment H). Public comments were received from the following as of the date of this staff report and can be found in Attachment I.

Name	Summary
Shawn Carey and Marina Lindsey (Vintage Park Condominiums)	Opposes approval of the Conditional Use Permit and/or Parking Waiver.
John Kern (Clinton Park Condominiums)	Opposes approval of the Conditional Use Permit and/or Parking Waiver.
Lonnie Khmelev and Olena Kot (Vintage Park Condominiums)	Opposes approval of the Conditional Use Permit and/or Parking Waiver.
Hilliard H. Lewis IV (Clinton Park Condominiums)	Opposes approval of the Conditional Use Permit and/or Parking Waiver.

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Name	Summary
Dylan Listberger	Opposes approval of the Conditional Use Permit and/or Parking Waiver.
(Vintage Park Condominiums)	
Vintage Park Condominium	Opposes approval of the Conditional Use Permit and/or Parking Waiver.
Association Board of Directors	

CONFORMITY WITH ADOPTED PLANS

The proposed development is in compliance with the 2013 Comprehensive Plan.

PLAN	Chapter	Page No.	Item	Summary
2013 Comprehensive Plan	10	130	Policy 10.2	POLICY 10.2. TO ALLOW FLEXIBILITY AND A WIDE RANGE OF CREATIVE SOLUTIONS IN RESIDENTIAL AND MIXED- USE LAND DEVELOPMENT WITHIN THE URBAN SERVICE AREA.
	10	140	Policy 10.13	POLICY 10.13. TO PROVIDE FOR AND ENCOURAGE MIXED USE DEVELOPMENT THAT INTEGRATES RESIDENTIAL, RETAIL AND OFFICE USE IN DOWNTOWN AREAS, SHOPPING CENTERS, ALONG TRANSIT CORRIDORS, AND IN OTHER SUITABLE AREAS.
	10	140	Policy 10.13, SOP2	Maintain and improve provisions in the Land Use Code that include performance standards covering building height, site coverage, landscaping, buffering from incompatible uses, access, signage, parking and other design standards in the Mixed-Use zones. Maintain and improve design review procedures to assure that proposals for mixed use development are evaluated with regard to site design, building placement, parking, landscaping, exterior lighting, and other factors ensuring privacy and livability of the project residents as well as factors to ensure the project is compatible with, and a good neighbor to, surrounding properties, land uses, and public facilities.
	11	147	Land Use Maps	Traditional Town Center (TTC). These lands are characterized by high density residential and non-residential land uses in downtown areas and around shopping centers, the University, major employment centers and public transit corridors, as well as other areas suitable for a mixture of retail, office, general commercial, and high-density residential uses at densities at 18 or more residential units per acre. Residential and non-residential uses could be combined within a single structure, including off-street parking. Ground floor retail space facing roads with parking behind the retail and housing above would be an appropriate and efficient use of the land.

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FINDINGS

Parking Waiver Criteria - Per CBJ 49.40.210(d)(6) the Director makes the following findings on the proposed Parking Waiver:

1. Will granting the waiver result in more benefits than detriments to the community as a whole as identified by the Comprehensive Plan?

Analysis: The 2013 Comprehensive Plan encourages a mixture of retail, office, general commercial, and high-density residential uses in Traditional Town Center areas.

Finding: Yes. Granting the requested parking waiver will result in more benefits than detriments to the community as a whole, as identified in the 2013 Comprehensive Plan.

2. Is the development located within the Town Center Parking Area or the No Parking Area Required?

Analysis: No further analysis is required.

Finding: No. The subject lot is located outside of the Town Center Parking Area.

3. Will granting the waiver result in adverse impacts to property in the neighboring area?

Analysis: The applicant has submitted customer and employee data indicating parking needs will be less than required by CBJ 49.40.210(a). Available on-street parking spaces are located within a 500-foot radius from the property. Public transportation is located within a ½ mile walking distance from the property.

Finding: No. There is no evidence to suggest that granting the requested waiver will result in adverse impacts to neighboring properties.

4. Will the proposed development materially endanger the public health, safety, or welfare?

Analysis: No further analysis needed.

Finding: No. There is no evidence to suggest that granting the requested waiver will materially endanger the public health or safety.

RECOMMENDATION

Staff recommends the Planning Commission adopt the Director's analysis and findings and APPROVE the requested parking waiver. The permit would waive five (5) parking spaces for the proposed Domino's Pizza restaurant with a drive-through window.

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STAFF REPORT ATTACHMENTS

Item	Description
Attachment A	Application Packet
Attachment B	1985 Vintage II Subdivision Plat 85-58
Attachment C	2013 Access, Parking, and Maintenance Easement
Attachment D	2013 Snow Dump Agreement
Attachment E	2013 Consent to Use Rights
Attachment F	2023 Release of Interest in Snow Dump Agreement
Attachment G	Public Notice for PWP2023 0004
Attachment H	Public Notice Sign Photos
Attachment I	Public Comments



DEVELOPMENT PERMIT APPLICATION

NOTE: Development Permit Application forms must accompany all other Community Development Department land use applications.

Physical Address Let R-2 Clinton Drive TBD		
	The same of the sa	-
Legal Description(s) (Subdivision, Survey, Block, Tract, Lot)		
Vintage II Block A Lot R-2		
Parcel Number(s)	20.30	
USS 1284 5BIGO14ac		
This property located in the downtow	vn historic district	
This property located in a mapped has	zard area, if so, which	
LANDOWNER/LESSEE		
Property Owner R&S Construction LLC	Contact Person Rob Worden	
Mailing Address	Phone Number(s)	
Po Box 210194 Auke Bay, 99821	907-321-501	5
roblisa@ak.net	907-321-3013	,
LANDOWNER/ LESSEE CONSENT R	Required for Planning Permits, not needed on Building/ Engineering Permits	
B. I (we) grant permission for officials and employees of	f the City and Borough of Juneau to Inspect my property as needed for purposes of this application.	
X Landowser/Lessee Signsture	December 4th 2023 Date	
x	December 4th 2023	
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Landowner/Lessee Signature X Landowner/Lessee Signature NOTICE: The City and Borough of Juneau staff may need acce the formal consent given above. Further, members of the Planticant same as above Mailing Address	December 4th 2023 Date	additio

This form and all documents associated with it are public record once submitted.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

INFORMS\PLANFORM\DPA.docx

Intake Initials

Case Number

Date Received

12-[1-23]

Updated 2017 - Page 1 of 1



PARKING WAIVER APPLICATION

See reverse side for more information regarding the permitting process and the materials required for a complete application.

NOTE: Must be accompanied by a DEVELOPMENT PERMIT APPLICATION form.

	RKING WAIVER REQ	UESTED (check one)	/22							
Indianal Incident	NOR DEVELOPMENT ng Waiver Departmental	Review (PWD)	MAJOR DEVELOPMENT W/CUP Parking Waiver Planning Commission Review (PWP) UIRED (check one)							
	ENT FOR WHICH THE									
O Existi	ng	Proposed – Rei	lated Case Number:							
NUMBER OF	REQUIRED PARKIN	G SPACES PER CBJ	49.40.210(A)							
For R	esidential Uses:	spaces	For Non-Residential Uses: 18 spaces							
ALL REQUII	esidential Uses: RED MATERIALS An operation per	TTACHED or CBJ 49.15 and CB diver is being reque waiver meets item	ested? as 1-4 on page 2							
	PARKING WAIVER FEE	CONTRACTOR OF THE PARTY OF THE	USE ONLY BELOW THIS LINE							
	Residential Spaces		Non-Residential Spaces							
	Residential Fee	\$	Non-Residential Fee \$							
	Total Residential	\$	Total Non-Residential \$ 325° w/CUP							

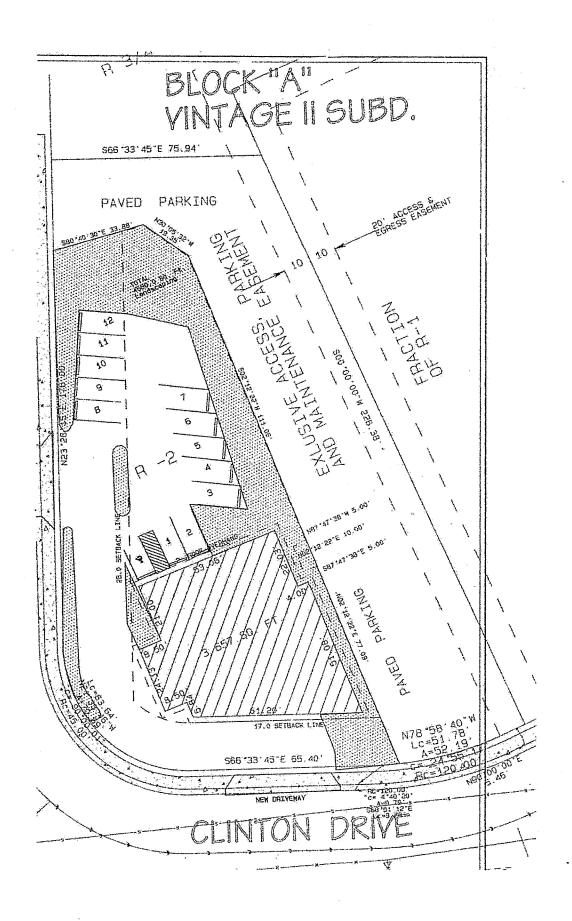
This form and all documents associated with it are public record once submitted.

For assistance filling out this form, contact the Permit Center at 586-0770.

Case Number Date Received 12-11-23

ALLOWABLE/CONDITIONAL USE PERMIT NARRATIVE:

- -The current use of land is vacant with no building or structure on it
- -We are proposing a 3657 sq ft one story building with 12 parking spots and one ADA parking spot. The proposed "Dominos" business will have a drive through with a second exit to Clinton Avenue.
- -Dominos does not allow for sit down dining.
- -This building will be used as a new location for Dominos Pizza with a drive through pickup area.
- -This proposed building and business all fit under the comprehensive plan and will benefit all the neighboring properties.



Attachment A - Application Packet



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

Case name

Case Number: PAC2023 0042

Applicant: Rob Worden

Property Owner: R&S Construction, LLC

Property Address: Vintage Boulevard

Parcel Code Number: 5B1601420020

Site Size: 26,649 square feet, 0.6118 acres

Zoning: Light Commercial

Existing Land Use: Parking/Snow Storage

Conference Date: 15 October 2023

Report Issued: 23 October 2023

DISCLAIMER: Pre-application conferences are conducted for the purpose of providing applicants with a preliminary review of a project and timeline. Pre-application conferences are not based on a complete application and are not a guarantee of final project approval.

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
Rob Worden	-1,300	roblisa@ak.com
Scott Jenkins	Applicant	iglooracing 1@yahoo.com
Irene Gallion		Irene.Gallion@juneau.gov
Forrest Courtney	Planning	Forrest.Courtney@juneau.gov
Jeff Hedges	Building	Jeff.Hedges@juneau.gov
Eric Vogel	General Engineering	Eric.vogle@juneau.gov
David Sevdy	Permitting	david.sevdy@juneau.gov

Conference Summary

A conditional use permit will be required because the lot being developed is over half an acre.

• The eased access and parking cannot be excluded from calculations for lot size.

Applicants are encouraged to provide:

- **Documented resolution of the snow storage easement issue.** The Applicant says the easement was dissolved with the closing on this property. Please provide document to this department so we can update our records.
- Corporate documentation on traffic will be provided by the Applicant.
 - A Traffic Impact Analysis by a Traffic Engineer is required for average annual daily traffic (AADT) over 500.
 - o A TIA may be required for AADT between 250 and 500 (Director discretion).
 - o A TIA is not required for AADT under 250.
 - If a TIA is required, it will need to be submitted with the Conditional Use Permit application.
 Work with planning staff to determine need for a TIA <u>before</u> applying for the Conditional Use Permit.

Questions/issues/agreements identified at the conference that weren't 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.

Can the vegetative cover be reduced due to the parking and access easement that takes up 9,000 square feet of the lot?

The parking is "development," so cannot be used to reduce vegetative cover requirements for the lot.

A variance would require that the circumstances leading to the variance are natural. The parking agreement is considered "self-created."

A code amendment proposed to the Assembly would count permeable surfaces toward vegetative cover. However, the Assembly has not taken up the amendment. The Notice of Decision and staff report were provided to the Applicant at the meeting, and are attached to these notes.

Would the city accept ownership of the easement?

No. The easement does not meet city standards for a street, which would require a 60 foot right-of-way. CBJ is not interested in additional land.

Project Overview



The property has an exclusive access and parking agreement favoring a neighboring lot. This reduces developable area to about 15,000 square feet, where new access and parking must also be accommodated.

The neighboring lot is not interested in assuming ownership of the eased land.

The proposed structure is 3,657 square feet.

The applicant proposes a structure housing take-out restaurant or office space.

According to the Table of Permissible uses requires a Conditional Use Permit for the development, because the lot is over half an acre. The eased area counts as part of the development.

Conditional Use Permit Process:

- Submit the application and back-up materials (listed on ten back of the application).
 - Electronic submissions accepted at <u>Permits@juneau.gov</u>. Note that the permit center will call
 you for payment when the application is processed. Applications are submitted in the order in
 which they are received, and it may be a few days before you get a call.
- The project will be assigned to a planner. They will review submitted materials, and coordinate where necessary. When the planner assesses the file is complete, they will schedule a hearing before the Planning Commission.
 - A notice will be sent to property owners within 500 feet of the project.
 - There will be two newspaper ads for the case.
 - The Applicant is required to post a Public Notice sign, which will be provided by CDD. The sign must be posted two weeks before the hearing.

- Staff will prepare a report analyzing the project, and make a recommendation to the Commission. The report will be publicly available the week before the hearing.
- · At the Planning Commission meeting, the project can be:
 - On the Consent Agenda, where it will be passed without discussion.
 - On the Regular Agenda:
 - The Director will briefly describe the project.
 - The Applicant has 15 minutes to describe the project.
 - The public has the opportunity to comment. There is usually a time limit of two to three minutes.
 - The Applicant has time to respond to issues raised.
 - Public comment is closed and there is no additional opportunity to participate.
- The Planning Commission will:
 - Approve the project
 - Approve the project with conditions (the most common outcome)
 - o Deny the project
 - Continue the project if more information is required or if the Commission runs out of time.
- The decision can be appealed for 20 days after the Notice of Decision is filed with the City Clerk. If the
 decision is appealed, the Applicant can continue with their project at their own risk.

Videos of the Planning Commission activities are posted on Assembly's Minutes and Agendas site. https://juneau-ak.municodemeetings.com/

Planning Division

- 1. Zoning Light Commercial
- 2. Setbacks
 - a. Front: 25 feet. Front is the lot line through which the property gets primary access.
 - b. Rear: 10 feet.c. Side: 10 feet.
 - d. Street side: 17 feet.
- 3. Height
 - a. Permissible uses: 45 feet
 - b. Accessory uses: 35 feet
- 4. Access Clinton Drive. (Is there a project coming up?) While it appears that there is access through the north and west, a recorded easement grants exclusive use to the neighboring lot. An additional driveway will need to be constructed.
- 5. Parking & Circulation- Applicant should apply for a parking waiver with the Conditional Use Permit.

Lot R1 has exclusive easement rights to approximately 9,400 square feet of R2 under an unbelievably bad exclusive parking and access easement agreement recorded with the Alaska Department of Natural Resources. Unless rescinded, this agreement stands.

The developer is unable to use currently developed parking to accommodate development on R2.

The Applicant is working with a corporate food chain representative who has multiple properties throughout the United States and Canada, and two in Juneau. Based on their experience, they estimate three parking spaces needed. Corporate data would be very helpful in supporting a parking waiver.

Parking required by code will vary depending on use:

Use	Metric	Parking Required (3,657 sf)
Office	1/300 square feet	12
Restaurant	1/200 square feet	18

One ADA space would be required, with a minimum width of 16 feet (including an eight-foot aisle) and a minimum length of 17 feet. The space must be signed for an ADA van.

A loading space is not required unless the structure is 5,000 square feet or more.

A shared parking agreement could be used if the proposed shared parking is within 500 feet. Note that the entity providing the shared parking would need to have enough parking for their use and for the additional parking spaces.

- 6. Lot Coverage no limit.
- 7. **Vegetative Coverage** 15% (3,997 square feet) is required under code, and shown on the site plan. A code revision is in progress that would redefine vegetative cover to include permeable surfaces, but the code has not been approved yet. A recommendation was sent to the Assembly on June 29, 2021, but the assembly has not taken action. The proposed amendment is attached for your information.
 - Building staff proposed considering a green roof.
- 8. Lighting Lighting must be downward cast and not fall on neighboring property.
- 9. **Noise** Drive-through window speakers have been the source of noise complaints in the past. The Applicant advises that there would not be drive-through service, only pick-up, similar to "Papa John's" currently operating in Juneau. Window pick-up is not considered at this time. Drive through ordering is not being considered.
- 10. Flood The lot is not in a Special Flood Hazard Area on the adopted FEMA flood maps, therefore flood regulations do not apply and flood insurance is not required with a federally-backed mortgage. FEMA flood maps show the area has a 0.2% annual chance of flood hazard, also known as the 500-year floodplain. Flood insurance is recommended but not required, and the property owner is encouraged to build structures with flood prevention in mind, such as elevating structures to or above the Base Flood Elevation. FEMA maps are for flood insurance purposes, and do not definitely establish risk.
- 11. Hazard/Mass Wasting/Avalanche/Hillside Endorsement The property is not in a mapped hazard area
- 12. Wetlands Wetlands are not present on this lot.
- 13. **Habitat** Check with the U.S. Fish and Wildlife on the presence of eagle nests in the area. The presence of eagle nests may impact construction scheduling. No anadromous waterbodies are on the subject parcel, or within 50 feet.
- 14. Plat Restrictions Staff did not find applicable plat restrictions.
- 15. **Traffic** Analysis below assumes single-story 3,657 square foot facility. A Traffic Impact Analysis is required for any use that generates over 500 average annual daily traffic (AADT). The Director has discretion on requiring a TIA for AADT between 250 and 500.

A Traffic Impact Analysis takes months and thousands of dollars. Plan accordingly.

When the developer has a better idea of the tenant they should check back in with CDD to verify the traffic generated. There is some variability between different kinds of restaurants.

Use	Metric	Traffic AADT	Page
Office	11.03 /1,000 sf	40	1259
Restaurant w/ drive through	496.12/1,000 sf	1,814	1912
High turn-over restaurant	127.15/1,000 sf	465	1885

The Applicant may be able to provide corporate data on traffic from other facilities in Alaska and the nation. The Director can consider these sources in determining traffic impacts.

16. Nonconforming situations - None.

Building Division

- 17. Building -
- 18. Outstanding Permits None

General Engineering/Public Works

- Engineering Please provide driveway standards there was some question that two driveways would result in less width being required for each? Also, GE was going to check with Streets to see if there were concerns regarding two driveways.
- 20. Drainage -
- 21. Utilities (water, power, sewer, etc.)

Fire Marshal

22. Fire Items/Access -

Other Applicable Agency Review

23. DOT&PF / Alcohol Beverage Control Board / Army Corps / DEC (wastewater) / DNR / USF&W / F&G / FAA / Corrections...

24.

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 Application
- 2. Allowable/Conditional Use Permit Application
- 3. Parking Waiver Application
- (Add notes as necessary)

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.

A copy of this pre-application conference report.

- 2. Corporate traffic and parking information could be helpful in evaluating development impacts.
- (Add any necessary supporting documents required in the application forms OR that may be useful supporting information)

Exceptions to Submittal Requirements

Submittal requirements that 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. (Add any items required with the forms that are not applicable to the Conditional Use application)

2.

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. Class II Conditional Use Permit: \$500
- 2. Parking Waiver: \$320 if applied for with a Conditional Use Permit, \$400 if applied for on its own.
- Public Notice Sign: \$150, with \$100 refundable if the sign is returned by the Monday after the Planning Commission meeting.

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

Submit your Completed Application

You may submit your application(s) online via email to permits@juneau.gov
OR in person with payment made to:

City & Borough of Juneau, Permit Center 230 South Franklin Street Fourth Floor Marine View Center Juneau, AK 99801

Phone: (907) 586-0715

Web: www.juneau.org/community-development

Attachments:

49.15.330 – Conditional Use Permit NOR AME2020 0002

















From: Irene Gallion Irene.Gallion@juneau.gov &

Subject: Vintage II Block A Lot R2

Date: November 28, 2023 at 5:45 PM

To: Rob and Lisa Worden roblisa@ak.net



Hi Rob,

The Director has determined that the proposal under PAC23-42 is not required to have a Traffic Impact Analysis. This is based on the information provided by Dominos (attached):

- 9,841 orders over 90 days
- Approximately 109 orders per day
- Assuming two movements per order (arrival/departure)
- Approximately 218 movements per day, not counting staff.
- No TIA is required under 250 movements.

If the use or user changes, the issue of requiring a Traffic Impact Analysis will need to be revisited.

You will need a parking waiver to reduce spaces required from 18 to however many you determine is appropriate. Make sure you provide a narrative supporting the number of spaces provided, including consideration of employees on site.

Please include a copy of this e mail with your Conditional Use Permit application. Note that we will need application materials before December 11, 2023 to be considered for the January 23, 2024 meeting.

Thank you,

Irene Gallion | Senior Planner

Community Development Department | City & Borough of Juneau, AK Location: 230 S. Franklin Street | 4th Floor Marine View Building Office: 907.586.0753 x4130

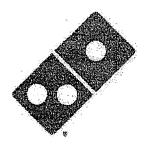


Fostering excellence in development for this generation and the next.

How are we doing? Provide feedback here:

https://juneau.org/community-development/how-are-we-doing





October 19, 2023

To Whom It May Concern,

At our Dominos location in Juneau, our average hourly traffic is 2.89 pick-up orders per hour throughout the day, and we do not offer dine-in.

Furthermore, our delivery orders have little downtime for drivers (parked at the store). Our driver turnaround time is 40% under 30 seconds and 50% 31 to 60 seconds. Turnaround times are calculated from when a driver enters the store parking lot to when they leave the parking lot. We calculate these numbers through the driver's GPS and the store's Geo fence of the store parking lot.

Bryan Dobb



Keys Summary

NOTES:

- Average 9841 orders over 90 days.
- Approximately 109 orders per day
- Assuming 2 movements per order (Arrival/departure)

- Approximately 218 movements per day not counting staff.

* A T.I.A is not required under 250 Movements per day.



Service Method

-																
Store Ct	Service Type	Service Code	Order Ct	% of Orders	Royalty Sales	% of Royalty Sales	Avg Ticket	Avg Middle Margin \$	IFC %	Bad Order Ct	Bad Order Ct %	Bad Order \$	Bad Order \$ %	# of Edits	Avg Load	eADT
Group By: 19040	(Max=12)															
	1 Carryout	C	2,358	24.0%	\$59,469.00	18.5%	\$25.22	\$14.54	25.4%	27	0.6%	\$747.48	0.7%	871	3.58	
	Dine-In	I	0	0.0%	\$0.00	0.0%						\$0.00				
	Pick Up	P	0	0.0%	\$0.00	0.0%						\$0.00				
	Drive Thru	T	0	0.0%	\$0.00	0.0%						\$0.00				
	Carside Delivery	x	169	1.7%	\$5,235.83	1.6%	\$30.98	\$17.68	25.9%	2	1.2%	\$42.97	0.8%	1	5.83	
	Other In-Store	Other	0	0.0%	\$0.00	0.0%						\$0.00				
	1 All In-Store		2,527	25.7%	\$64,704.59	19.6%	\$25.44	\$14.65	25.4%	29	0.6%	\$790.45	0.7%	872	3.66	
	1 Delivery	D	7,285	74.0%	\$284,406.40	80.1%	\$39.04	\$24.03	21.4%	20	0.4%	\$700.87	0.3%	905	5.91	26.2
	1 Hotspot	Н	29	0.3%	\$880.56	0.3%	\$30.36	\$18.67	21.5%		0.0%	\$0.00	0.0%	5	4.53	25.4
	Other Delivery	Other	0	0.0%	\$0.00	0.0%						\$0.00				
	1 All Delivery		7,314	74.3%	\$285,286.96	80.4	\$38.99	\$24.00	21.4%	20	0.4%	\$700.87	0.3%	910	5.91	26.2
	1 All Orders		9,841	100.0%	\$322,352.26	100.0%	\$32.76	\$19.70	22.9%	49	0.5%	\$1,491.32	0.5%	1,782	4.87	25.5



Delivery Expert App (Summary)

Store	Delivery Expert out the Door (Hustle out)	% Time Delivery Expert Out the Door mins (avg)	Delivery Expert in the Door (Hustle in)	% Time Delivery Expert in the Door mins (avg)	Delivery Expert at the Door	% Time Delivery Expert at the Door mins (avg)	Delivery Expert in the Store	% Delivery Expert in the Store mins (avg)	Delivery Expert on the Road %	Avg Wait Time	% Delivery Expert App Orders in Singles	% Delivery Expert App Orders in Doubles	% Delivery Expert App Orders in Triples +	% of Delivery Expert App Usage	% Orders where Delivery Expert went Invisible	Total Delivery Expert App Runs	Total Delivery Expert App Orders	Total Dispatched Orders
19040	1.98	6.8%	1.43	4.7%	2.64	11.5%	12.34	24.3%	75.7%	7.27	55.6%	28.8%	15.7%	98.5%	0.0%	3,930	5,243	5,322
1	1.98	6.8%	1.43	4.7%	2.64	11.5%	12.34	24.3%	75.7%	7.27	55.6%	28.8%	15.7%	98.5%	0.0%	3,930	5,243	5,322

Delivery Expert App (Summary)

	Delivery Expert out the Door (Hustle out)	% Time Delivery Expert Out the Door mins (avg)	Delivery Expert in the Door (Hustle in)	"«Time Delivery Expert in the Door mins (avg)	Delivery Expert at the Door	% Time Delivery Expert at the Door mins (avg)	Delivery Expert in the Store	"«Delivery Expert in the Store mins (avg)	Delivery Expert on the Road "a	Avg Wait Time		% Delivery Expert App Orders in Doubles		"a of Delivery Expert App Usage	"« Orders where Delivery Expert went Invisible	Total Delivery Expert App Runs	Total Delivery Expert App Orders	Total Dispatched Orders
19040	1.98	6.8%	1.43	4.7%	2.64	11.5%	12.34	24.3%	75.7%	7.27	55.6%	28.8%	15.7%	98.5%	0.0%	3,930	5,243	5,322
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OF TIME DRIVERS ARE ON THE BOAD
WITHIN THE HOUR.

75.7%- ×60 MIN 45 MIN OF THE HOUR.

DAIVERS ARE STAGGERED THROUGH OUT THE AWAR. WE THEY GETTETULE DRIVER FOR THE ODERS WE HAVE.

MERNING THE MAX WE HAVE IN THE PARKING LOT IS

ONE, BUT ONLY ONE FOR 15 MM. OF THE HOUR OZ.

24% OF THE MOOK,



Keys Summary

Store				Order Count	Order Cut PCYA			Actual Labor			% of Orders in Singles	% of Est Extreme Deliveries (45)	Avg Order Load Time	Avg Wait Time	Club Time	Avg OTD Time	cDOT*	Carside OTD	Cash Over / Short	Last OA (US) OER (Intl)	Last Self OA (US) Self OER (Intl)
19040	\$322,293.84	\$26,857.82	0.5%	820	(3.0%)	23.1%	0.1%	24.3%	(2.3%)	26.2	56.1%	8.4%	5.0	7.4	13.3	18.8	72.8%	1.1	\$177.18	3	3
1 1	\$322,293.84	\$26,857.82 \$26,857.82	0.5% 0.5%	820.1	(3.0%)	23.1%	0.1%	24.3%	(2.3%)	26.2	56.1%	8.4%	5.0	7.4	13.3	18.8	72.8%	1.1	\$177.18	3.00	3,00

NEEKLY AVG ORDERH



Service Method

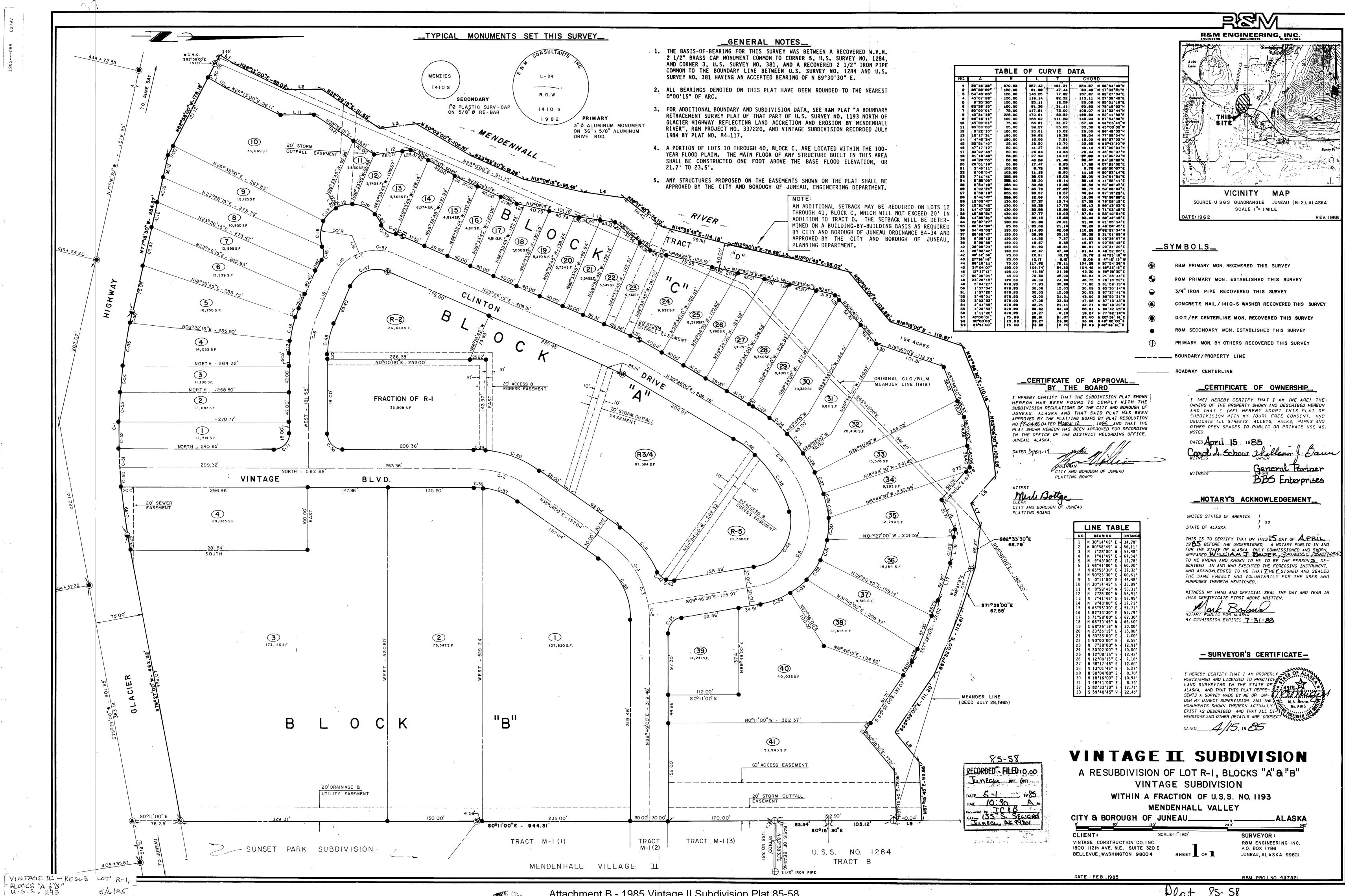
						% of Royalty Sales		Avg Middle Margin \$			Bad Order Ct %	Bad Order \$				
up By: 19040	0 (Max=12)															
	1 Carryout	C	2,358	24.0%	\$59,469.00	18.5%	\$25.22	\$14.54	25.4%	27	0.6%	\$747,48	0.7%	871	3,58	
	0 Dine-In	I	0	0.0%	\$0.00	0.0%						\$0.00				
	0 Pick Up	P	0	0.0%	\$0.00	0.0%						\$0.00				
	0 Drive Thru	T	0	0.0%	\$0.00	0.0%						\$0.00				
	1 Carside Delivery	x	169	1.7%	\$5,235.83	1.6%	\$30.98	\$17.68	25.9%	2	1.2%	\$42.97	0.8%	1	5,83	
	0 Other In-Store	Other	0	0.0%	\$0.00	0.0%						\$0.00				
	1 All In-Store		2,527	25.7%	\$64,704.59	19.6%	\$25.44	\$14.65	25.4%	29	0.6%	\$790.45	0.7%	872	3.66	
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(0 Other Delivery	Other	0	0.0%	\$0.00	0.0%						\$0.00				
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	1 All Orders		9,841	100,0%	\$322,352.26	100.0%	\$32.76	\$19.70	22.9%	49	0.5%	\$1,491.32	0.5%	1,782	4.87	25

25.1% OFF ORDERS ARE. CUSTOMER PICK-UP.

WEEK 25.1 × 820= 211 ORDER PEK NIEEK PICK-UP.

211:7:17 2.5 ORDER PEK HOUR-AUG.

PAY HOURS





2013-003549-0

Recording District 101

Juneau

05/20/2013 03:02 PM

Page 1 of 6



Juneau Recording District

After recording return to: SableFish, LLC 3150 C Street, suite 290 Anchorage, Alaska 99503-3980

FTAA

3 F-42842dj 7058379

LOT R-2, BLOCK A, VINTAGE II SUBDIVISION EXCLUSIVE ACCESS, PARKING AND MAINTENANCE EASEMENT

L A S

In consideration of the benefits derived therefrom, the GRANTOR, BBS ENTERPRISES, whose address is 3000 Vintage Boulevard, Juneau, Alaska 99801, conveys and quitclaims to the GRANTEE, SABLEFISH, LLC, and its successors and/or assigns, as owner of Lot R-1, BLOCK A, VINTAGE II SUBDIVISION, according to the official plat thereof, filed under Plat No. 85-58 in the records of the Juneau Recording District, First Judicial District, State of Alaska, (dominant estate), whose address is 3000 Vintage Boulevard, Juneau, Alaska 99801, an exclusive easement for the purpose of ingress/egress, parking and maintenance on and across a portion of Lot R-2, Block A, Vintage Subdivision II (servient estate), said easement being more particularly described as follows:

A certain tract or parcel of land lying and being situated within a portion of Lot R-2, Block A, Vintage II Subdivision, according to the official plat thereof, filed under Plat No. 85-58 in the records of the Juneau Recording District, First Judicial District, State of Alaska being more particularly described as follows:

Beginning at the northwesterly most corner of Lot R-2 identical to the southwesterly most corner of Lot R 3/4, Block A, Vintage II Subdivision and being a point on the easterly right-of-way of Clinton Drive;

thence departing said right-of-way along the common boundary between aforementioned Lots R-2 and Lot R 3/4, S66°33'45"E a distance of 75.93 feet to the northeasterly most corner of this description, identical to the northeasterly most corner of Lot R-2 and being a point on the common boundary between a Fraction of Lots R-1 and Lot R-2;

thence along said common boundary along the westerly boundary of this description South, a distance of 226.38 feet to the southeasterly most corner of this description, a point on the northerly right-of-way limits of Clinton Drive, identical to the southwest corner of a fraction of Lot R-1 and the southeast corner of Lot R-2 hereinbefore described;

Access, Parking and Maintenance Easement - 1 -

thence along said right-of-way limits of Clinton Drive, identical to the southerly boundary of Lot R-2 West, a distance of 8.55 feet to a point of curvature;

thence along a 120.00' radius curve to the right, through an arc of 18°45'52", an arc length of 39.30 feet (Chord = N80°37'04"W a distance of 39.12 feet) to the southwesterly most corner of this description;

thence departing said right-of-way crossing through Lot R-2, Block A, Vintage II Subdivision the following courses: N2°12'22"E a distance of 77.09 feet;

thence N87°47'38"W a distance 5.00 feet;

thence N2°12'22"W a distance 10.00 feet;

thence S87°47'38"W a distance 5.00 feet;

thence N2°12'22"E a distance 111.06 feet;

thence N30°05'32"W a distance 19.35 feet;

thence N80°40'30"W a distance of 33.88 feet to a point on the hereinbefore described easterly right-of-way limits of Clinton Drive:

thence along said right-of-way limits, identical to the westerly boundary of Lot R-2 N23°26'15"E a distance of 32.67 feet to the true point of beginning.

The easement is illustrated on Attachment A.

Grantee also may use up to 75 square feet for concrete parking curbs, landscaping, pedestrian walkways and utility pedestals and transformers contiguous to Lot R-1 (see item A on Attachment A).

The easement shall be perpetual and runs with the land as an easement appurtenant rather than an easement in gross.

This instrument replaces and supersedes in full the Access, Parking and Maintenance Easement recorded March 1, 2013 as document no. 2013-001626-0, in the records of the Juneau Recording District, State of Alaska.

Dated this /6 day of May, 2013.

Owner of BBS Enterprises, Grantor

SableFish, LLC SIGNED IN COUNTERPART

By: Miles S. Schlosberg, Manager

Access, Parking and Maintenance Easement - 2 -



Attachment C - 2013 Access, Parking, and Maintenance Easement 03549-0

thence along said right-of-way limits of Clinton Drive, identical to the southerly boundary of Lot R-2 West, a distance of 8.55 feet to a point of curvature;

thence along a 120.00' radius curve to the right, through an arc of 18°45'52", an arc length of 39.30 feet (Chord = N80°37'04"W a distance of 39.12 feet) to the southwesterly most corner of this description;

thence departing said right-of-way crossing through Lot R-2, Block A, Vintage II Subdivision the following courses: N2°12'22"E a distance of 77.09 feet;

thence N87°47'38"W a distance 5.00 feet:

thence N2°12'22"W a distance 10.00 feet;

thence S87°47'38"W a distance 5.00 feet:

thence N2°12'22"E a distance 111.06 feet;

thence N30°05'32"W a distance 19.35 feet:

thence N80°40'30"W a distance of 33.88 feet to a point on the hereinbefore described easterly right-of-way limits of Clinton Drive;

thence along said right-of-way limits, identical to the westerly boundary of Lot R-2 N23°26'15"E a distance of 32.67 feet to the true point of beginning.

The easement is illustrated on Attachment A.

Grantee also may use up to 75 square feet for concrete parking curbs, landscaping, pedestrian walkways and utility pedestals and transformers contiguous to Lot R-1 (see item A on Attachment A).

The easement shall be perpetual and runs with the land as an easement appurtenant rather than an easement in gross.

This instrument replaces and supersedes in full the Access, Parking and Maintenance Easement recorded March 1, 2013 as document no. 2013-001626-0, in the records of the Juneau Recording District, State of Alaska.

Dated this ____ day of May, 2013.

SIGNED IN COUNTERFART

By:

William J. Bauer

Owner of BBS Enterprises, Grantor

SableFish, LLC

By: Miles S. Schlosberg, Manag

Access, Parking and Maintenance Easement - 2 -

Attachment C - 2013 Access, Parking, and Maintenance Ease 20 60 3549-0

ACKNOWLEDGEMENTS

STATE OF ALASKA)) ss:	
FIRST JUDICIAL DISTRICT) 55.	
This is to certify that on the undersigned, a Notary Public in ar appeared William J. Bauer, Owner of Grantor in the foregoing easement, voluntarily, being fully authorized to	nd for the State of Alaska, duly of BBS Enterprises, to me known acknowledged to me that he ex	n and known to me to be the
WITNESS my hand and off	ficial seal on the day and year i	in this certificate first above
written.	. 1/1/1/	•
STATE OF ALASKA		_
, NOTARY PUBLIC	Notary Public in and for Alaska	
Kyla Camba	My Commission Expires: 12	
My Commission Expires: December 16, 2016	'	, , , , , , , , , , , , , , , , , , ,
State of)	
County)ss.)	
The foregoing instrument wa Miles S. Schlosberg, Manager of behalf of the company.	as acknowledged before me this SableFish, LLC, an Alaska lin	
	SIGN	ED IN
	COUNT	ERPART
	Notary Public in	
	My commission	

Access, Parking and Maintenance Easement - 3 -

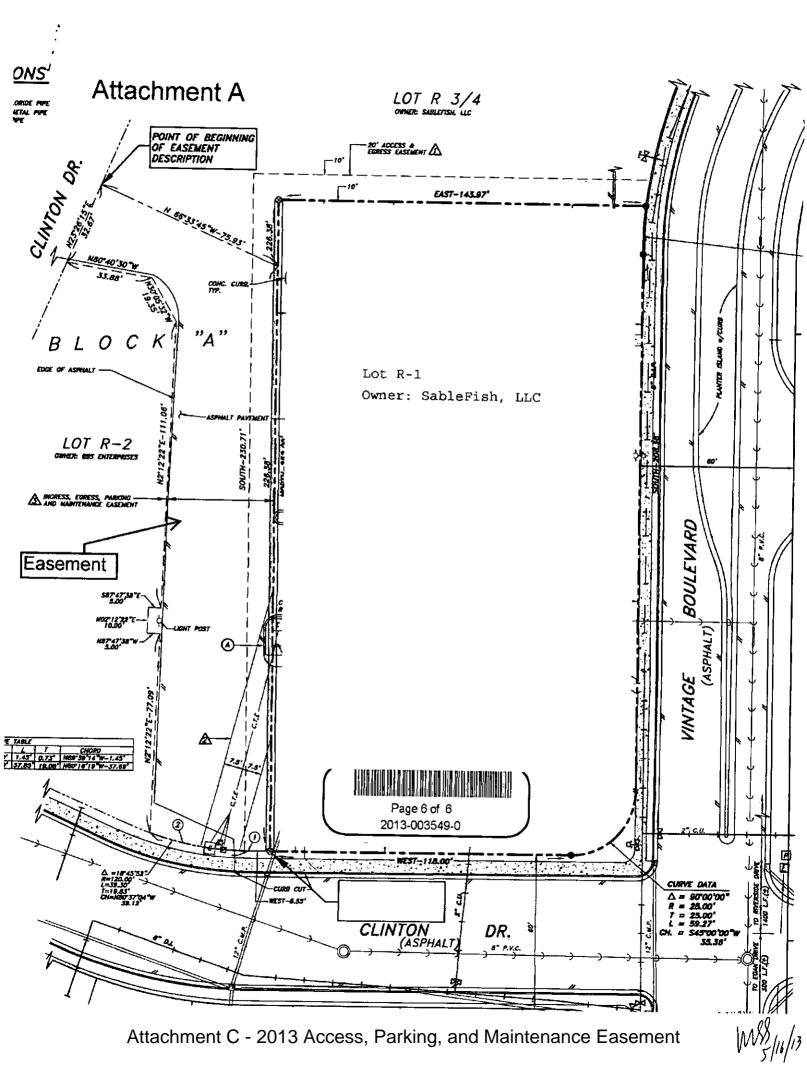


ACKNOWLEDGEMENTS

STATE OF ALASKA)
FIRST JUDICIAL DISTRICT) ss:)
appeared William J. Bauer, Owner	day of, 2013, before the nd for the State of Alaska, duly commissioned and sworn, of BBS Enterprises, to me known and known to me to be the acknowledged to me that he executed the same freely and o do so.
WITNESS my hand and of written.	ficial seal on the day and year in this certificate first above SIGNED IN COUNTERFART
	Notary Public in and for Alaska
Para & British Cohumbia	My Commission Expires:
Proof British Cohumbia State of	
)ss.
County)
The foregoing instrument was Miles S. Schlosberg, Manager of behalf of the company.	as acknowledged before me this day of May, 2013, by SableFish, LLC, an Alaska limited liability company, on
	Notary Public in BC
	My commission expires: DOES NOTIVE
	SHOLTO SHAW Lawyer & Notary Public
	#332-4370 Lorimer Road Whistler, B.C. VON 184
	BRITT
	A Company of the Comp

Access, Parking and Maintenance Easement - 3 -

Attachment C - 2013 Access, Parking, and Maintenance Easetheast49-0





2013-003550-0

Recording District 101

Juneau

05/20/2013 03:02 PM

Page 1 of 8



Juneau Recording District

After recording return to: SableFish, LLC 3150 C Street, suite 290 Anchorage, Alaska 99503-3980

FTAA

2058329

Snow Dump Agreement

This agreement is between SableFish, LLC, of 3150 C Street, suite 290, Anchorage, Alaska 99503-3980; and BBS Enterprises, Limited, a California limited partnership, BBS Enterprises, Limited, an Alaska limited partnership, BBS Enterprises II, Limited Partnership, Vintage Business Park I, LLC, an Alaska limited liability company, Vintage Business Park II, LLC, an Alaska limited liability company; William J. Bauer, individually and dba CQ Enterprises, and BBS Enterprises, a California limited partnership, jointly and severally (collectively, referred to as "Grantors"), all of P. O. Box 34139, Juneau, Alaska 99803-4139.

Whereas, SableFish owns certain property (the "dominant estates") described as:

Parcel 1

Lots R 3/4, Block A, Vintage II Subdivision, according to the official plat thereof, filed under Plat Number 85-58, Records of the Juneau Recording District, First Judicial District, State of Alaska.

Together with those certain access and parking rights as created by that certain Access & Parking Easement Agreement recorded September 23, 1998, at Book 503, at Page 839.

Parcel 2

Lot R 1, Block A, Vintage II Subdivision, according to the official plat thereof, filed under Plat Number 85-58, Records of the Juneau Recording District, First Judicial District, State of Alaska.

Snow Dump Agreement

Together with those certain access and parking rights as created by that certain Access, Parking and Maintenance Easement recorded May 20, 2013, as document no. 2013- 003549-0, Juneau Recording District.

Whereas, one or more of the Grantors owns or has an interest in certain property (the "servient estates") described as:

Parcel 1

Lot R 5, Block A, Vintage II Subdivision, according to the official plat thereof, filed under Plat Number 85-58, Records of the Juneau Recording District, First Judicial District, State of Alaska.

Parcel 2

Lot R 2, Block A, Vintage II Subdivision, according to the official plat thereof, filed under Plat Number 85-58, Records of the Juneau Recording District, First Judicial District, State of Alaska.

Whereas, in connection with SableFish's purchase of the dominant estates from Grantors or an affiliate of Grantors, Grantors have agreed to permit SableFish to dispose of snow on the servient estates, as provided in this agreement.

Therefore, SableFish and Grantors agree as follows:

- Snow dump. SableFish may dump, store and otherwise dispose of, on the 1. servient estates, snow originating from the dominant estates. SableFish shall be solely responsible to transport the snow from the dominant estates to the servient estates and to manage the snow. "Snow" includes derivative products, such as ice.
- Alternative sites. Grantors may sell the servient estates free and clear of this agreement, provided that Grantors grant, or cause an affiliate of Grantors to grant, to SableFish the right to use another lot or lots in the Vintage II Subdivision on the same terms as provided in this agreement. If Grantors construct a building on a servient estate, upon commencement of construction SableFish shall release this agreement relating to the servient estate, provided that Grantors grant, or causes an affiliate of Grantors to grant, to SableFish the right to use another lot in the Vintage II Subdivision on the same terms as provided in this agreement. In all cases, the first preference for a substitute lot shall be given to the lot or lots closest to the dominant estates.

Snow Dump Agreement



- Term. This agreement shall terminate May 1, 2023. Upon termination, the 3. parties shall execute such documents as reasonably may be requested or necessary to terminate this agreement of record.
- Consideration. SableFish shall have no obligation to pay Grantors for the rights provided by this agreement. This agreement is entered in connection with, and as a condition of, SableFish's purchase of the dominant estates from Grantors or an affiliate of Grantors.
- 5. Indemnity. SableFish shall indemnify and hold Grantors harmless from any claims arising out of use the servient estates by SableFish or its agents in accordance with this agreement.
- 6. Run with Land. This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. The agreement shall be appurtenant to the benefited and burdened parcels. The agreement and the other rights and obligations created by this instrument run with the land.
- 7. Default and remedies. Upon default, notice, and failure to cure, the parties may exercise any remedies it has in law or at equity.
- Effect on Prior Agreement. This Agreement amends and restates in full the Snow Dump Agreement between the parties recorded Dec. 31 2012, 2013, as document no. 2012-008369-0, Juneau Recording District.

BBS Enterprises, Limited, a California limited partnership

Date: May _ __, 2013

BBS Enterprises, Limited, an Alaska limited partnership

Date: May , 2013

William J. Bauer, General Partner

Snow Dump Agreement

- 3 -



2013-003550-0

- 3. <u>Term.</u> This agreement shall terminate May 1, 2023. Upon termination, the parties shall execute such documents as reasonably may be requested or necessary to terminate this agreement of record.
- 4. <u>Consideration</u>. SableFish shall have no obligation to pay Grantors for the rights provided by this agreement. This agreement is entered in connection with, and as a condition of, SableFish's purchase of the dominant estates from Grantors or an affiliate of Grantors.
- 5. <u>Indemnity</u>. SableFish shall indemnify and hold Grantors harmless from any claims arising out of use the servient estates by SableFish or its agents in accordance with this agreement.
- 6. <u>Run with Land</u>. This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. The agreement shall be appurtenant to the benefited and burdened parcels. The agreement and the other rights and obligations created by this instrument run with the land.
- 7. <u>Default and remedies</u>. Upon default, notice, and failure to cure, the parties may exercise any remedies it has in law or at equity.

	8.	Effect on Pri	or Agreer	nent.	. This A	greement	amends	and	restates	in full	the
Snow	Dump	Agreement	between	the	parties	recorded			,	2013,	as
docum	ent no.	2013		_, Ju	neau Re	cording D	istrict.				

BBS Enterprises, Limited, a California limited partnership

Date: May <u>/ L</u>, 2013

By: William J. Bauer, General Partner

BBS Enterprises, Limited, an Alaska limited partnership

Date: May / 5, 2013

By: William I Bayer General Partner

Snow Dump Agreement

- 3 -

BBS Enterprises II, Limited Partnership

Date: May <u>/</u> , 2013	By: <u>Million J. Bauer</u> William J. Bauer, General Partner
	Vintage Business Park I, LLC, an Alaska limited liability company
Date: May	By: Julian J. Bauer, Manager/Member
	Vintage Business Park II, LLC, an Alaska limited liability company
Date: May 16, 2013	By: <u>Milliam J. Bauen</u> William J. Bauer, Manager/Member
	William J. Bauer, individually and dba CQ Enterprises and dba CG Enterprises
Date: May	By: William J. Bauer William J. Bauer
	BBS Enterprises, a California limited partnership
Date: May <u>/ / ,</u> 2013	By: <u>It ellern J. Laure</u> William J. Bauer, General Partner
	SableFish, LLC, an Alaska limited liability company SIGNED IN
Date: May, 2013	By: Miles S. Schlosberg, Manager
Snow Dump Agreement -	4 -

BBS Enterprises II, Limited Partnership

Date: May, 2013	By: William J. Bauer, General Partner
	Vintage Business Park I, LLC, an Alaska limited liability company
Date: May, 2013	By: COUNTERPART William J. Bauer, Manager/Member
	Vintage Business Park II, LLC, an Alaska limited liability company
Date: May, 2013	By: William J. Bauer, Manager/Member
	William J. Bauer, individually and dba CQ Enterprises and dba CG Enterprises
Date: May, 2013	By: SIGNED IN William London TERL' ART
	BBS Enterprises, a California limited partnership
Date: May, 2013	By: William J. Bauer, General Partner
	SableFish, LLC, an Alaska limited liability company
Date: May <u>/6</u> , 2013	By: MMhhhh Miles S. Schlosberg, Manager
Snow Dump Agreement	4 -

Page 6 of 8

Page 6 of 8 2013-003550-0

Acknowledgments

State of Alaska))aa	
First Judicial District)ss.)	
2013, by William J. Bar limited partnership, BB Enterprises II, Limited partnership, and Manage liability company and	uer, General Part S Enterprises, I I Partnership, a r/Member of Vi Vintage Busines ly and dba CQ En	nowledged before me this \(\bullet \) day of May, ner of BBS Enterprises, Limited, a California limited, an Alaska limited partnership, BBS and BBS Enterprises, a California limited ntage Business Park I, LLC, an Alaska limited is Park II, LLC, an Alaska limited is Park III, LLC, an Alaska limited is Park II, LLC, an Alaska limited is Park III, LLC, an Alaska limited is Park I
STATE OF ALASK NOTARY PUBLIC Kyla Camba My Commission Expires: Decem		Notary Public in Alaska My commission expires: 12 16 16
State of))ss. County)	
0 0	sberg, Manager	nowledged before me this day of May, of SableFish, LLC, an Alaska limited liability SIGNED IN COUNTERFART
		Notary Public in My commission expires:

Snow Dump Agreement

- 5 -



Acknowledgments

Snow Dump Agreement

- 5 -

Page 8 of 8 2013-003550-0





Recording District 101

05/20/2013 03:02 PM

Juneau

Page 1 of 6



Juneau Recording District

After recording return to: SableFish, LLC 3150 C Street, suite 290 Anchorage, Alaska 99503-3980

FTAA

(5) F-42843

2058329

Consent to Use Rights

This agreement is between SableFish, LLC, of 3150 C Street, Suite 290, Anchorage, Alaska 99503-3980 and the person(s) identified below, referred to as "Interest Holder:"

Name: Simpson, Tillinghast, Sorensen & Sheehan P.C., and

Elgee Rehfeld Mertz, LLC

Mailing address: One Sealaska Plaza, Suite 300, Juneau, Alaska, and

9309 Glacier Highway, Suite B-200, Juneau, Alaska

Nature of interest: Deed of trust

Recording data, Juneau Recording District -

Title of recorded document: Deed of Trust

Date recorded: December 7, 2011

Recorded document no.: 2011-007409-0

Whereas, BBS Enterprises, a California limited partnership ("Grantor"), of P. O. Box 34139, Juneau, Alaska 99803-4139, owns certain property (the "servient estate") described as:

Lot R 2, Block A, Vintage II Subdivision, according to the official plat thereof, filed under Plat Number 85-58, Records of the Juneau Recording District, First Judicial District, State of Alaska.

Whereas, Interest Holder has an interest in the servient estate, as described above.

Whereas, SableFish owns certain property adjoining or near to the servient estate (the "dominant estates") described as:

Consent to Use Rights

-1-

Parcel 1

Lot R 1, Block A, Vintage II Subdivision, according to the official plat thereof, filed under Plat Number 85-58, Records of the Juneau Recording District, First Judicial District, State of Alaska.

Parcel 2

Lots R 3/4, Block A, Vintage II Subdivision, according to the official plat thereof, filed under Plat Number 85-58, Records of the Juneau Recording District, First Judicial District, State of Alaska.

Whereas, in connection with SableFish's purchase of the Parcel 1 of the dominant estates from Grantor or an affiliate of Grantor, Grantor granted to SableFish an easement over the servient estate by an Access, Parking and Maintenance Easement recorded May 20, 2013, as document no. 2013-003549-0 Juneau Recording District (the "Easement").

Whereas, in connection with SableFish's purchase of the dominant estates from Grantor or an affiliate of Grantor, Grantor granted to SableFish rights to dump snow on the servient estate by a Snow Dump Agreement recorded May 20, 2013, as document no. 2013-035500, Juneau Recording District (the "Snow Dump Agreement").

Whereas, the Easement and the Snow Dump Agreement are collectively referred to in this Agreement as the "Use Rights."

Whereas, SableFish has asked Interest Holder to confirm its consent to the Use Rights and subordinate its interest to the Use Rights. Interest Holder is willing to do so because Interest Holder wishes to facilitate SableFish's purchase of the servient estate that will or may result in benefits to Interest Holder.

Therefore, SableFish and Interest Holder agree as follows:

- 1. <u>Consent to Use Rights</u>. Interest Holder consents to Grantor granting the Use Rights. Such grant shall not constitute a default under Interest Holder's agreement with Grantor.
- 2. <u>Subordination</u>. Interest Holder hereby unconditionally subordinates its interest and all of its rights, claims and remedies relating to its interest to the Use Rights, and any modification of the Use Rights that does not materially impair the rights, claims or remedies of Interest Holder, with the same force and effect as if the Use Rights had been executed and recorded prior to the execution and recordation of the Interest Consent to Use Rights

 2 -

Page 2 of 6

2013-003551-0

Attachment E - 2013 Consent to Use Rights

Holder's interest. In the event of a foreclosure sale of the Interest Holder's interest or a transfer in lieu of foreclosure of any portion of the servient estate, the purchaser at any such foreclosure sale or the transferee under any deed in lieu of foreclosure shall take title to the servient estate subject to the terms and conditions of the Use Rights.

- 3. <u>Nondisturbance</u>. Interest Holder, and its successors and assigns, shall not disturb or interfere with use of the servient estate in accordance with the Use Rights.
- 4. <u>Continuation of Interest</u>. Except as expressly modified by this Agreement, Interest Holder's interest shall continue in full force and effect as an interest in the servient estate.
- 5. <u>Reliance</u>. Interest Holder acknowledges that SableFish has purchased the 'servient estate in reliance on the grant of the Use Rights and Interest Holder's subordination of its interest to the Use Rights, as provided in this Agreement.
- 6. Run with Land. This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. The agreement shall be appurtenant to the benefited and burdened parcels and interests. The agreement and the other rights and obligations created by this instrument run with the land.

Simpson, Tillinghast, Sorensen & Sheehan P.C.

Title:

Elgee Rehfeld Mertz, LLC

Date: May <u>9</u>, 2013

Γitle:

Consent to Use Rights

Page 3 of 6

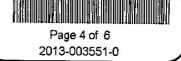
Page 3 of 6 2013-003551-0

Attachment E - 2013 Consent to Use Rights

Date: May, 2013	By: Signed in Counter Part By: Signed in Counter Part Miles S. Schlosberg, Manager
	Acknowledgments
State of Alaska))ss. First Judicial District)	
	was acknowledged before me this
State of Alaska))ss. First Judicial District)	
The foregoing instrument 2013, by BC company.	was acknowledged before me this day of May, adget, the of Elgee Rehfeld Mertz, LLC, on behalf of the
STATE OF ALASKA OFFICIAL SEAL Rebecca Lee NOTARY PUBLIC My Commission Expires 3 27 12014	Notary Public in Alaska My commission expires: 3 27/16

Consent to Use Rights

- 4 -



SableFish, LLC, an Alaska limited liability company Acknowledgments State of Alaska First Judicial District The foregoing instrument was acknowledged before me this _____ day of May, 2013, of Simpson, Tillinghast, Sorensen & Sheehan P.C., on by behalf of the company. Notary Public in Alaska My commission expires: State of Alaska First Judicial District The foregoing instrument was acknowledged before me this day of May, 2013, by of Elgee Rehfeld Mertz, LLC, on behalf of the company.

Consent to Use Rights

- 4 -



Notary Public in Alaska

My commission expires:

State	of_	Alaska	<u> </u>)
3rd	Ju	dicial	District Gounty)ss.

The foregoing instrument was acknowledged before me this 17 day of May, 2013, by Robert H. Hume, Jr., Assistant Manager of SableFish, LLC, an Alaska limited liability company, on behalf of the company.



Notary Public in Haska

My commission expires: 3 - 7 - 2016

2013-003551-0

Attachment E - 2013 Consent to Use Rights

2023-001930-0

Recording Dist: 101 - Juneau 6/30/2023 09:27 AM Pages: 1 of 3



RELEASE OF INTEREST IN SNOW DUMP AGREEMENT

Pacific Investment Group, LLC, an Alaska limited liability company, of 9166 Parkwood Drive, Juneau, Alaska 99801("Pacific") is an owner of that real property legally described as follows:

Parcel 1

Lot R-5, Block A, VINTAGE II SUBDIVISION, according to Plat 85-58, Records of the Juneau Recording District, First Judicial District, State of Alaska.

AND

Parcel 2

Lot R 2, Block A, Vintage II Subdivision, according to the official plat thereof, filed under Plat Number 85-58, Records of the Juneau Recording District, First Judicial District, State of Alaska.

SableFish is the Grantee under a Snow Dump Agreement recorded on May 20, 2013 ("Agreement") in the Juneau Recording District at recording number 2013-003550-0 and has rights under the Agreement to access real property legally described as follows:

Parcel 1

Lot R 5, Block A, Vintage II Subdivision, according to the official plat thereof, filed under Plat Number 85-58, Records of the Juneau Recording District, First Judicial District, State of Alaska.

AND

Parcel 2

Lot R 2, Block A, Vintage II Subdivision, according to the official plat thereof, filed under Plat Number 85-58, Records of the Juneau Recording District, First Judicial District, State of Alaska.

Pacific and SableFish hereby acknowledge that the Agreement terminated on May 1, 2023 and hereby release any and all interest or rights under the Agreement.

Dated June 27, 2023.

Pacific Investment Group, LLC

June	A Baus	
MARAGER	Member	, Member

STATE OF ALASKA

; ss

FIRST JUDICIAL DISTRICT

The foregoing instrument was acknowledged before me this 27 day of June 2023 by LAURY BAUER, member of Pacific Investment Group, LLC, an Alaska limited liability company, on behalf of the limited liability company.

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

STATE OF ALASKA
NOTARY PUBLIC
Jill M. Weyant
My Commission Expires July 19, 2026

Notary Public, State of Alaska My commission expires: 7

> 2 of 3 101-2023-001930-0

Dated June 20, 2023.

SableFish, LLC

Miles Schløsberg, Manager

STATE OF ALASKA Washington)
king County	: 55
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this <u>20</u> day of June 2023 by Miles Schlosberg, manager of SableFish, LLC, an Alaska limited liability company, on behalf of the limited liability company.

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

Notary Public, State of Alaska Washington My commission expires: 4-10-2027

After Recording, return to:

Baxter Bruce & Sullivan P.C. P.O. Box 32819 Juneau, Alaska 99803

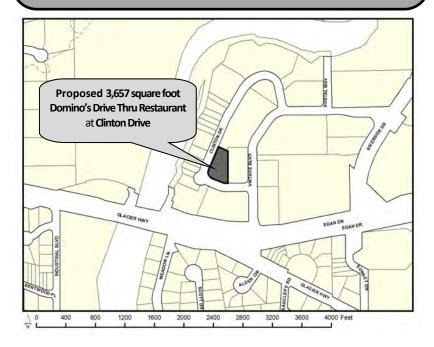




Invitation to Comment

On a proposal to be heard by the CBJ Planning Commission

Your Community, Your Voice





TO

Conditional Use Permit and Parking Waiver applications have been submitted for consideration and public hearing by the Planning Commission for the request of a 3,657 square foot Domino's Pizza Drive Through Restaurant at Clinton Drive in an Light Commercial zoning district.

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 January 16, 2024 at

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

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

Now through Jan. 1, 2024

Jan. 2— noon, Jan. 19

HEARING DATE & TIME: 7:00 pm, Jan. 23, 2024

Jan. 24 The results of

the hearing will

be posted

online.

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/81106773042 and use the Webinar ID: 811 0677 3042 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 Heritage Way Juneau, Alaska.

FOR DETAILS OR QUESTIONS,

Phone: (907)586-0753 ext. 4139

Email: pc_comments@juneau.gov or Jennifer.shields@juneau.gov

Mail: Community Development, 155 Heritage Way, Juneau AK 99801

Case No.: USE2023 0018 & PWP2023 0004

Parcel No.: 5B1601420020

CBJ Parcel Viewer: http://epv.juneau.org

Printed December 21, 2023







Attachment H - Public Notice Sign Photos

From: John Kern PC Comments To:

Subject: USE2023 0018: Domino"s Pizza Drive Through Restaurant

Saturday, December 30, 2023 11:55:04 AM

I am the owner and resident of 3011 Clinton Drive Unit B4. My property is across Clinton Drive from the proposed development. I object to the reduction of parking required for this development. This area is increasingly active with new developments and residents and circulation is somewhat constrained by narrow and curving streets. For the development to rely on street parking is unacceptable. Either there is enough property for the development, or there is not. This is not a situation to reduce the required onsite parking spaces.

Thank you for considering my comments.

John Kern

3011 Clinton Drive, Unit B4

From: Lonnie Khmelev
To: Jennifer Shields

Subject: parcel 5B1601420020 parking waiver
Date: Friday, January 5, 2024 9:43:35 AM

Good morning,

We are happy to see that Vintage Park is finally moving forward with numerous new construction projects. What we are concerned with is the parking waiver for the proposed Domino's location. We have seen significant changes around this section of Clinton Drive with additional condo units built last year and the recent sale of a building to Goldbelt. We foresee a parking shortage in this area, and we believe the new project should include all the required parking as per CBJ code.

Thank you,

Lonnie Khmelev 3005 Clinton Drive, Unit C2

Olena Kot 3005 Clinton Drive, Unit D4 From: <u>PC Comments</u>
To: <u>Jennifer Shields</u>

Subject: FW: Dominoes drive through in Vintage park.

Date: Thursday, December 28, 2023 8:51:22 AM

Attachments: image001.png

From: H. Lewis <peregrine911@gmail.com>
Sent: Wednesday, December 27, 2023 9:07 PM
To: PC_Comments <PC_Comments@juneau.gov>
Subject: Dominoes drive through in Vintage park.

Good evening,

My name is Hilliard H. Lewis IV.

I am a resident of the Vintage Park Condo Association. My unit is C-4.

The proposed Dominoes restaurant is in the lot directly across from my home.

I am STRONGLY AGAINST this use proposal for that lot.

Part of what makes this area pleasant to live in is that the traffic and light pollution in the area subside a great deal after normal business hours. There are a few exterior lights and sparse street lighting.

If this gets approved and built I believe that the following changes would occur detracting immensely from what makes Vintage Park a peaceful place to live.

1:) Noise and traffic.

A Dominoes business is open much later than the rest of the businesses in Vintage park.

This would cause an increase in traffic far later into the night and bring that traffic noise right outside the doors of all the Condominium residents and the River View Senior living buildings.

The proposed business is also slated as a drive through meaning that the traffic coming and going would not only be employees but the general public as well. We already live by the highway and the engines and music of Juneau's less polite vehicle owners does not need to be brought any closer to where we are sleeping.

2:) Light pollution would be increased.

As a commercial chain restaurant this would likely have an excess of exterior lighting and advertising illumination. The proposed Dominoes would also have a drive through. To facilitate this increase in traffic many more street lights and parking lot lights would be installed further making evenings and nights unpleasant. These lights would shine directly into my home.

3:) Noxious odors.

As a commercial food handler this business is going to have dumpsters with a large percentage of food waste. Between cooking and venting and then garbage handling the nearby air quality coupled with the traffic increase will definitely deteriorate.

The amount of food odors would also likely cause an increase in black bear activity in the neighbor hood further increasing encounters between bears and residents.

4:) Does Juneau really need a 3rd Domino's?

There is already a Domino's pizza place less than a mile from Vintage Park already. Why do we need another? The service area does not increase at all being less than a mile from where Domino's is already. Juneau's density is not nearly high enough to need these type if restaurants this close together.

I once again state I AM STRONGLY AGAINST this use proposal for the lot in Vintage park.

Hilliard H. Lewis IV

3005 Clinton Drive, C-4 Juneau AK, 99801

907 723 6339

From: Marina Lindsey
To: PC Comments
Cc: Jennifer Shields

Subject: Comments on Domino's Pizza Drive-Thru Restaurant

Date: Monday, January 1, 2024 6:08:53 PM

To: CBJ Planning Commission and CBJ Staff From: Shawn Carey and Marina Lindsey Re: Domino's Pizza Drive-Thru Restaurant

Date: January 1, 2024

Shawn Carey and I live in the Vintage Park Condominiums at 3005 Clinton Drive, Unit C5, across the street from the proposed Domino's Drive-Thru. Following are our comments on the project.

R&S Construction's Allowable/Conditional Use Permit Narrative says that "The proposed building and business fit under the comprehensive plan and will benefit all the neighboring properties." We disagree. The Vintage Business Park is a quiet community with offices, residential condominiums, and senior living. A fast-food pizza restaurant with delivery drivers, a drive-thru pick up window, and hours later than the rest of the businesses in Vintage Park is not beneficial to the neighbors. Dominos is open 10:30 am to midnight and the proposed drive-thru will point headlights directly at Vintage Park condominiums. Domino's Pizza will bring vehicles, which in Juneau are often loud trucks or intentionally jacked-up cars with thumping music, in front of our homes until late at night. According to R&S' application, 40% of Domino's drivers' turnaround times are under 30 seconds and 50% are within 31 - 60 seconds. That means Domino's drivers will be rapidly coming and going 200+ times a day at the pizza order rate Domino's provided. And that's at the current pizza order rate. What are Domino's plans for growth? If Domino's is investing in costly new construction, they must be planning to expand their business. Has the city asked for Domino's growth expectations for the next 3 to 5 years? How will those growth rates affect traffic, neighborhood noise levels, and parking needs?

We also oppose R&S' request for a parking waiver. Despite R&S' statement that a parking waiver will "not result in adverse impacts to property in the neighboring areas", the neighboring areas will be greatly impacted. Parking along Clinton Drive is congested during office hours and the neighbors should not have to compensate for R&S purchasing property with an easement that makes their property too small to include the required parking and a drive-thru. Additionally, R&S' plans call for two driveways which will reduce street parking by at least 4 spaces. If Domino's business grows, they will need more employee and customer parking. The neighborhood parking doesn't have room to absorb Domino's growth. Does the parking on R&S' plan, which is 5 spaces less than the 18 spaces that are required for restaurants, even meet CBJ requirements? It looks like the spaces don't have proper egress

and the disabled parking space isn't accessible because of landscaping.

How recently has CBJ analyzed the traffic at the intersection of Clinton Drive and Vintage Boulevard? The number of vehicles has increased with the recent developments including SEARCH, Riverview Senior Living, Goldbelt's office expansion, and the growing number of cruise ship tour buses in Safeway's parking lot. We would like the city to analyze not only the current rate of traffic, but what it will be like when Domino's business grows. The city should also reconsider how the traffic flow works. Vehicles cannot turn left onto Egan from Vintage Boulevard nor access Vintage Boulevard when coming from the west on Egan. Many of us are regularly driving 270-degree loops around Vintage Park/Safeway because access to/from Egan is limited at the south end of Vintage Boulevard. Additionally, Clinton Drive near the intersection of Vintage Boulevard is consistently full of potholes that need to be fixed, not patched again and again.

On a final note, we would like to request that additional landscaping be required on the south side of the R&S property to minimize Domino's lights and headlights from delivery drivers and customers. We would also like to request that the Domino's dumpsters be located on the north side of the property, reducing the sound and smell for Vintage Park condo residents. The dumpster enclosures should be bear proof and Domino's should be required to use dumpsters with metal lids and latches. Domino's trash will be very appealing to bears and ravens.

Please let us know if you would like clarification on any of our feedback. We appreciate your time and consideration of our comments.

Sincerely,

Marina Lindsey and Shawn Carey

MARINA LINDSEY

907-723-1116

From: <u>Dylan Listberger</u>
To: <u>Jennifer Shields</u>

Subject: Re: Comments on USE2023 #0018 - Domino's Pizza Drive Through Restaurant

Date: Tuesday, January 2, 2024 6:50:21 PM

Attachments: <u>7E51D4E7-5C2F-4B51-BB45-6D8E69435683.png</u>

Jennifer,

I am not sure how this parking lot design is legal. It doesn't appear to meet the CBj guidelines. There doesn't appear to be enough egress space between parking spaces for cars to pass or even access spaces. This doesn't appear to be a 1 way directional parking lot.

Spots 6,7,8,9 don't have the required 24' of aisle for a 90 approach.

The handicap parking spots approach is partially blocked off by the landscaping- The minimum aisle size is 11' for a 30 degree approach according to the attached chart.

Spot 12 doesn't have 24' of egress because the property line is angled behind it.

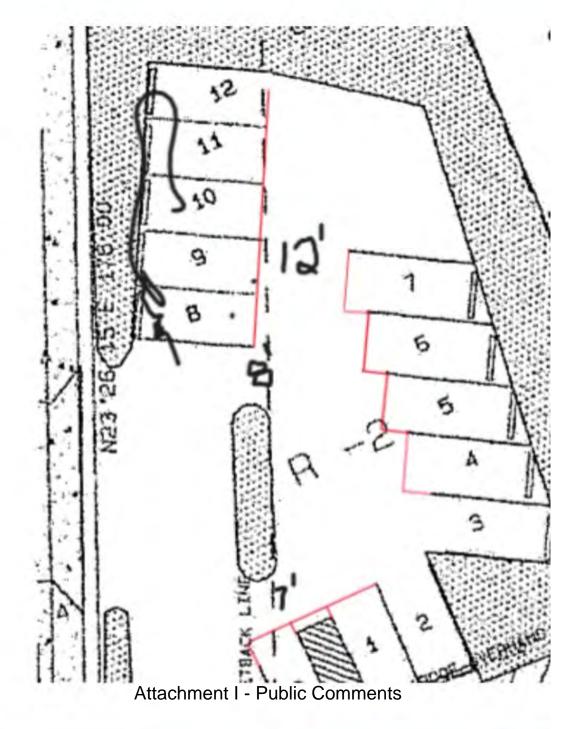
To access spot 7 a car would have to pull forward, back into the spot, then pull out and back out of the back corner.

Per CBJ Code of Ordinances parking spots are suppose to be 8.5' wide x 17' deep generally rectangle- the angled spots drawn as well as 1 and the handi-cap spot weren't drawn to those dimensions.

See attached parking lot plan with redlines of 17'x8.5' spaces and rough dimensions of aisles.

Can you verify there parking lot plan meets all code requirements?

The parking in this area is all ready over filling the street parking in the summer, this project proposal will just add to the problem.



To: CBJ Planning Commission and CBJ Staff From: Vintage Park Condominium Association

Re: Conditional Use Permit and Parking Waiver Domino's Pizza Drive-Through Restaurant

Date: January 1, 2024

The Vintage Park Condominium Association (VCPA), a 23-unit association on Clinton Drive, would like to submit the following comments on the proposed Domino's Pizza Drive-Thru Restaurant parking waiver and development permit applications.

R&S Construction states in their parking waiver application that granting the parking waiver will "not result in adverse impacts to property in the neighboring areas". The VCPA disagrees because Clinton Drive is already full of cars during office business hours. R&S' development plans could reduce the current street parking by up to 10 spaces. The proposed two driveways to access and exit Domino's will reduce street parking by four. Depending on how many feet are between the existing driveway to the Sablefish LLC easement and the proposed Domino's drive-thru exit, one additional street parking space may be lost. R&S is proposing only 12 parking spaces and 1 disabled parking space, which is 5 spaces less than the 18 spaces that are required for restaurants. And the current parking plan does not appear to meet CBJ parking requirements for access and egress. The neighborhood's parking should not be compromised by up to 10 spaces because a developer purchased property with a historical easement that makes it difficult for them to comply with CBJ parking requirements. If the drive-thru was eliminated, there would be more property on which to put accessible and comprehensive Domino's parking.

R&S also states "that the granting of this waiver will supply ample parking for the Domino's employees and customers". This may be true for Domino's employee and customer numbers from June 2023 – September 2023, but what will the future parking needs be? It's safe to assume that a business investing over a million dollars to build a new restaurant is planning to grow the business, requiring more employee and customer parking.

VPCA is also concerned about the increased traffic Domino's will bring to our neighborhood during the day and late into the night. Domino's hours are 10:30 am to midnight. None of the other businesses near VPCA are open past 6 pm. Additionally, no other business near VPCA has traffic rapidly entering and leaving their property. Domino's noted in their application that 40% of their driver turnaround time is under 30 seconds and 50% is within 31-60 seconds. With over 100 delivery orders daily, that means delivery vehicles will be going as quickly as possible outside our condos over 200 times a day.

In the project application, it says that CBJ does not require a Traffic Impact Analysis for under 250 movements per day and that "if the use or user changes, the issue of requiring a Traffic Impact Analysis will need to be revisited". Domino's summer 2023 data approximates their vehicle movements at 218 per day. Without access to Domino's business data, how is the neighborhood able to prove to the city that a new traffic analysis is required? CBJ should

request Domino's projected customer growth over the next 3-5 years. The traffic at the intersection of Clinton Drive and Vintage Boulevard has already increased dramatically with the new SEARHC facility and the many cruise ship tour buses that come and go from rest-stops in Safeway's parking lot for six months a year.

Additionally, VPCA and all the businesses in the Vintage Business Park have issues with bears trying to get into their dumpsters. It is essential that the city mandate fully bear proof enclosures and latched dumpsters for a restaurant in this location. It would reduce both the noise and odor impacts on VPCA residents if the dumpsters were put on the north side of the Domino's property.

Our association would like CBJ to require R&S to install landscaping to minimize the impact of the headlights pointing towards VPCA when vehicles are in the drive-thru. We would also like CBJ to review the required landscaping that is installed. R&S very minimally landscaped both VPCA and the Clinton Drive Condos. Each association has had to supplement or reinstall the landscaping shortly after taking ownership from R&S. The landscaping that R&S installs is subpar compared to other recent developments in Vintage Park like Riverview Senior Center and SEARHC.

Thank you for your consideration of our concerns.

Sincerely,

Vintage Park Condominium Association Board of Directors
Mary Adelmeyer
Shawn Carey
Sean Edwards
Charlie Gerbi
John Hayes
Dylan Listberger
Dave Spargo