

Additional Materials

Regular Planning Commission Meeting

Assembly Chambers
7:00pm
Meeting Date: 5/14/24

- 1. USE2024 0007:**
 - a. Parking Memo with Attachments for USE2024 0007

- 2. USE2024 0009:**
 - a. Public comment: Southeast Alaska Land Trust received 4/19/24

- 3. Other – Title 49 Rewrite**
 - a. Public comment: Michael Riederer received 4/21/24, 4/29/24



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

May 10, 2024

MEMO

To: Mandy Cole, Planning Commission Chair

From: Irene Gallion, Senior Planner

Through: Jill Lawhorne, AICP, CDD Director

Parcel No.: 7B0901040101

Legal Description: USS 1075 TLINGIT HAIDA LT 1

Case Number: USE2024 0007, Expansion of Community Center from 7,625 to 9,984 square feet. Off-site parking shared with neighboring buildings.

RE: Change in parking condition

The Shaan S'oox project meets its evening parking requirements through agreements with neighboring properties. Shaan S'oox is unable to reciprocate on the agreements in place, resulting in a daytime deficit of 24 spaces.

Staff recommends a condition requiring Shaan S'oox to come into compliance with off-street parking requirements. The applicant could use a combination of rebalancing and using other off-street parking provisions such as a waiver.

Conditions based on the activities of neighboring properties are unusual. Shaan S'oox is dependent on parking activities of neighboring properties because Shaan S'oox entered parking agreements with those neighbors.

Given that multiple paths for compliance are available, staff requests modification of Condition #2, from:

Shared parking agreements with 3225 Hospital Drive cannot exceed provision of nine spaces on the Applicant's lot.

To:

Prior to issuance of a building permit for expansion of 3235 Hospital Drive (Shaan S'oox, Community Center), the parking for 3235 Hospital Drive, parking for 3225 Hospital Drive (SEARHC Building), and 3239 Hospital Drive (Ha Kaak Has Kahidi, Generations Southeast) must become compliant.

BACKGROUND

The parking analysis in the staff report relied upon documents provided by the Applicant. Included were two parking agreements: One that was current, and one that was expired. Analysis considered the current parking agreement, and parking needs were met for both uses.

CDD's Compliance Officer reached out to the expired parking agreement property, SEARHC, to advise them of their noncompliant status, and ask for parking plans. SEARHC provided a current parking agreement.

With that agreement in place, between the three properties involved in parking agreements, there is a 24-space deficit in daytime parking.

Parcel	7B0901040110	7B0901040102	
Address	3225 Hospital Drive	3239 Hospital Drive	
Name	SEARHC Building	Ha Kaak Has Kahidi	TOTALS
Required	58	55	113
Available	25	38	63
Shaan S'oox provides:			26
Deficit			24

Attachments:

Memo from MRV (May 8, 2024) responding to query on daytime parking.

E mail from CDD Enforcement (May 1, 2024) outlining activities.

E mail from SEARHC (May 1) documenting SEARHC's current parking agreement with Shaan S'oox

Notice of Intent to Exercise Renewal Option (November 1, 2022)

Estoppel Certificate (May 24, 2021)



1420 GLACIER AVENUE STE 101,
JUNEAU, AK 99801
(907) 586-1371

Project: Shaan Soox Community Center Renovation and Addition
Subject: Daytime Parking Use Analysis
Attn: Jill Lawhorne, CDD Director
By: Paul Voelckers AIA
Cc: Ken Southerland, Zane Jones, Stephanie Banua
Date: May 8, 2024

MRV 2203

Dear Ms. Lawhorne,

As requested, this memo provides more information concerning daytime operations at Shaan Soox. This information augments the more comprehensive Conditional Use Application Narrative provided to CDD last February 8.

Details of operational use of Shaan Soox were obtained from Ken Southerland, Shaan Soox Committee President, in our February 8 narrative. He and I just spoke to confirm exact details of day use. If you would like to call him directly to discuss any questions on operation, he can be reached at (907)-723-5043.

As we note in the narrative, work-week daytime use is very limited with few major activities. In fact, on most days, the building is locked and dark. Arrangements are typically coordinated in advance through Ken or other building administrators to get permission for use and make access arrangements.

An example of such use is a project this week with 8-10 high school students working on a Goldbelt Heritage project. Most are dropped off to participate, with perhaps four cars using the parking lot.

Please contact Ken directly for any more background on the day use patterns of the facility.

Irene Gallion

From: Nate Watts
Sent: Wednesday, May 1, 2024 10:03 AM
To: Irene Gallion
Subject: RE: Parking issue, 3225 Hospital Drive (SEARHC)
Attachments: FW: 3225 Hospital Drive / 3241 Hospital Drive

Hey Irene,

After your email, I reached out to Jill for a moment, because you were out or something, and I she thought it was fine for me to reach out verse a letter. Anyway, I did send an email off to Kyle Paw who is at Search to discover who my contacts will be, I explained a few things, and received the attached email response. Sorry if my email today late and irrelevant to where you are currently with this one.

Nate

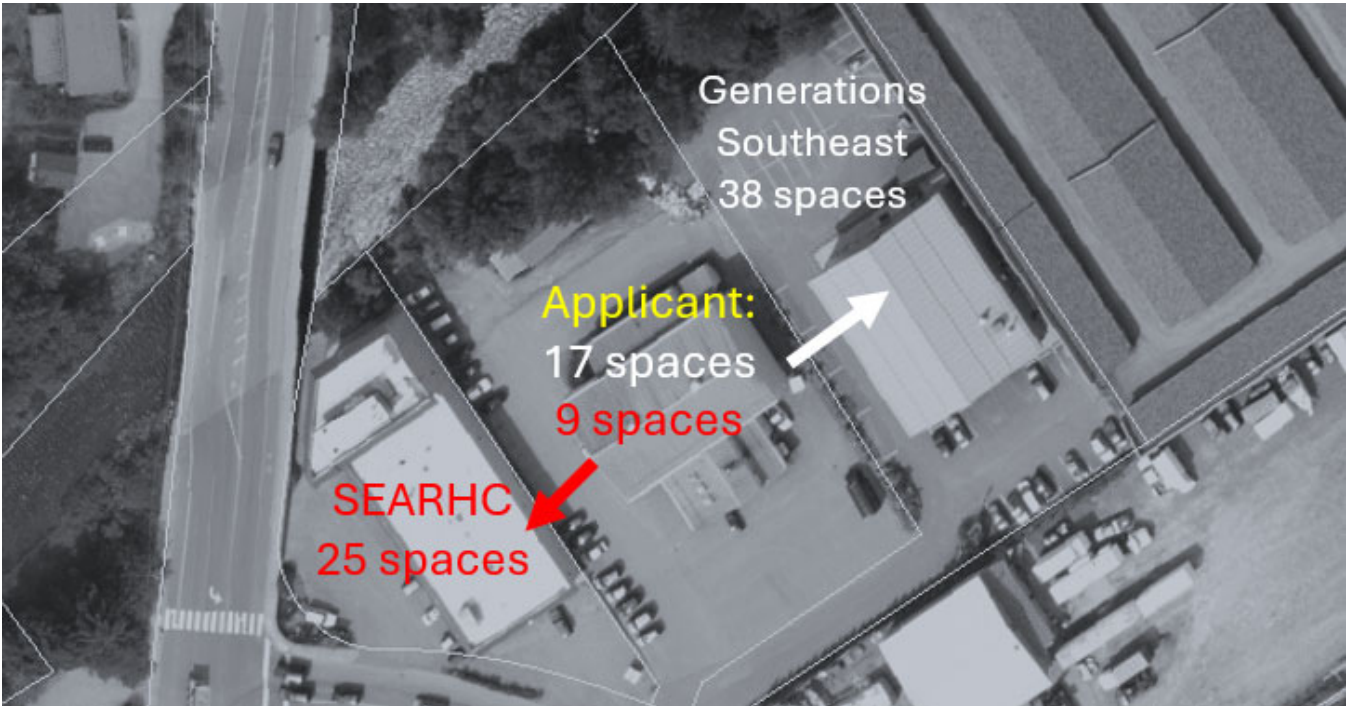
From: Irene Gallion <Irene.Gallion@juneau.gov>
Sent: Wednesday, April 17, 2024 2:57 PM
To: Nate Watts <Nate.Watts@juneau.gov>
Cc: Jill Lawhorne <Jill.Lawhorne@juneau.gov>
Subject: Parking issue, 3225 Hospital Drive (SEARHC)

Hi Nate,

I'm happy to discuss this one with you, because it is complex. I believe Jill's intent was that you'd write a parking enforcement letter to SEARHC regarding 3225 Hospital Drive. The summary is:

- 3225 Hospital Drive is required to have 58 off-street parking spaces.
- They have 25, leaving a deficit of 33 parking spaces.
- The parking agreement with the property to the north (3235 Hospital Drive) appears to have expired January 1, 2023 (attachment, page 21, item 2).
- The property to the north has another standing parking agreement, using 17 of their spaces. Under plans for development, the property to the north will be limited to providing nine spaces to 3225 Hospital Drive through a parking agreement.
- This leaves 24 spaces unaccounted for.
- SEARHC's purchase of 3241 Hospital Drive may provide the opportunity to provide adequate parking. If so, development of 3241 Hospital Drive will be reviewed in consideration of parking obligated to the other facility.

The Community Center that HAD been loaning spaces to SEARHC is going to the Planning Commission for an expansion, and will only be allowed to provide nine spaces to SEARHC.



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



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How are we doing? Provide feedback here: <https://juneau.org/community-development/how-are-we-doing>

Irene Gallion

From: Corry Isabell <corryi@searhc.org>
Sent: Wednesday, May 1, 2024 9:16 AM
To: Nate Watts; Nate Watts
Cc: Corry Isabell; Sierra Gadaire; Kyle Paw
Subject: FW: 3225 Hospital Drive / 3241 Hospital Drive
Attachments: Renewal_option_Parking lot lease.pdf; Parking Lease Estoppel Cert signed.pdf

EXTERNAL E-MAIL: BE CAUTIOUS WHEN OPENING FILES OR FOLLOWING LINKS

Good morning Nate: SEARHC does have a long term lease for parking with T&H. If they approached us and discussed this lease we maybe able to find alternative parking. They have not approached us on any lease changes yet.

Best regards.

Corry Isabell
Lease Property Manager, Finance

Office Voice Mail: 907.364.4542 Mobile: 907.209.1235
3100 Channel Drive Suite 300 | Juneau, AK 99801



From: Nate Watts <Nate.Watts@juneau.gov>
Sent: Thursday, April 18, 2024 10:49 AM
To: Kyle Paw <kpaw@searhc.org>
Subject: [EXTERNAL] 3225 Hospital Drive / 3241 Hospital Drive

Hey Kyle,

Sorry for the back-to-back inquiries. This next one is regarding 3225 Hospital Drive.

Community Development received permit applications from T&H Central Council to expand their Community Center next to Searhc's property at 3225 Hospital Drive. During their reviews, it appears the Searhc property had a parking agreement with the Central Council to meet their parking requirements. Our understanding is the parking agreement with Seach expired on January 1, 2023, and based on the review of their expansion, they will have fewer parking spaces available to Search. We see that Seahc owns the neighboring property at 3241 Hospital Drive, which may very well provide a parking solution to Seahc. I was asked to draft a letter concerning the subject and if Search was aware.

Feel free to send me to the Department Admin if necessary. I'm just not sure who to contact, so if you point me to a contact person, that is fine, too.

Nate Watts, CCEO | Code Compliance Officer

[Community Development Department](#) | City & Borough of Juneau, AK

Location: 230 S. Franklin Street, 4th Floor Marine View Building

Office: 907.586.0752



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SEARHC Executive Offices | searhc.org
P: 907.463.4000
3100 Channel Drive, Suite 300 | Juneau, AK 99801

NOTICE OF INTENT TO EXERCISE RENEWAL OPTION

November 1, 2022

President Rhonda Buter
Juneau Tilingit & Haida Community Council
3235 Hospital Drive
Juneau, Ak. 99801

Via e-mail jthtribaladmin@juneauthcc.org and jthpresident@juneauthcc.org

Re: Parking lot lease at 3235 Hospital Drive

Dear President Buter,

You are notified that SEARHC would like to exercise its option to renew the lease for an additional 10 year period as provided under our lease. This letter also serves as recognition of the 2% annual rent increase described in the lease during this renewal period.

Sincerely,

DocuSigned by:

Corry Isabell
CE0785F133C4DD

Property Management Manager

corryi@searhc.org

907 209-1235 cell

ESTOPPEL CERTIFICATE

May 13, 2021

TO: Southeast Alaska Regional Health Consortium
3100 Channel Drive
Juneau, Alaska 99801

RE: Tenant: Michael Pilling and Kerry Kirkpatrick
Property: 3225 Hospital Drive
Juneau, Alaska 99801

Ladies and Gentlemen:

Michael Pilling and Kerry Kirkpatrick (collectively, "Tenant"), and the Juneau Tlingit & Haida Community Council, an Alaska nonprofit corporation ("Landlord"), are parties to that certain Parking Lot Lease Agreement dated as of December 2019 (a copy of which is attached hereto). The lease has not been amended, modified or supplemented except as follows: _____

_____ (copies of which are also attached hereto) (such lease, as so amended, modified or supplemented hereinafter referred to as the "Lease").

We understand that Southeast Alaska Regional Health Consortium ("Buyer") is contemplating entering into a transaction with Tenant related to the property affected by the Lease (the "Leased Premises"), pursuant to which Tenant would assign, and Buyer would assume, Tenant's rights and obligations under the Lease.

Landlord hereby certifies to Buyer that, as of the date hereof:

1. Landlord and Tenant have not entered into any amendment, modification or supplement to the Lease, except as stated above. The Lease is in full force and effect, and constitutes the entire agreement between Landlord and Tenant with respect to Tenant's use and occupancy of the premises demised thereby. The following information pertains to the Lease:

Commencement Date: September 25, 2002;

Expiration Date: January 1, 2023;

Current Monthly Base Rent: \$1,036.29;

Security Deposit: \$0.00.

2. To the best of Landlord's knowledge, no party is in default in the performance of any covenant, agreement or condition contained in the Lease, and Landlord has neither given nor received any notice of default under the Lease, except as follows: _____

3. The Current Monthly Base Rent is correctly stated above. No prepayments of any rentals or other charges under the Lease have been made for more than one (1) month in advance of their due dates.

4. The Commencement Date of the term of the Lease is correctly stated above. Tenant has been granted a Renewal Option, which has not yet been exercised by Tenant. Following Tenant's assignment and Buyer's assumption of the Lease, the Renewal Option shall continue in full force and effect and Buyer shall be entitled to exercise said Renewal Option as provided in the attached copy of the Lease.

5. Landlord has not filed and is not the subject of any filing for bankruptcy or reorganization under federal bankruptcy laws.

6. No portion of the Leased Premises have been taken under the power of eminent domain, nor has Landlord received any notice indicating that such a taking is proposed or contemplated.

7. The person signing this Estoppel Certificate on behalf of Landlord is a duly authorized representative of the Landlord.

This Estoppel Certificate may be relied upon by Tenant, Buyer, any party providing financing secured by an interest in the property subject to the lease, and the successors and assigns of each of the foregoing.

LANDLORD:

JUNEAU TLINGIT & HAIDA COMMUNITY COUNCIL, an Alaskan nonprofit corporation,

By: *Kenneth Southerland*
Name: Kenneth Southerland
Title: President

EXHIBIT A

Lease and Amendments

PARKING LOT LEASE AGREEMENT

THIS PARKING LOT LEASE AGREEMENT (this "Lease") is made as of December ____, 2019, by and between the Juneau Tlingit & Haida Community Council, an Alaska nonprofit corporation with an address of 3235 Hospital Drive, Juneau, AK 99801 (the "Landlord"), and Michael Pilling and Kerry Kirkpatrick (collectively, "Tenant") whose address is P.O. Box 020770, Juneau, Alaska 99802.

WITNESSETH

WHEREAS, Landlord and Tenant entered into that certain Parking Agreement dated effective as of September 25, 2002 (and collectively with any amendments thereto and restatements thereof, the "Parking Agreement"), granting Lessee the right to occupy and use Landlord's parking spaces (the "Lease Premises" as hereinafter defined); and

WHEREAS, Landlord and Tenant have agreed to extend the Term of the Parking Agreement and otherwise amend and restate the Parking Agreement in its entirety as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions expressed herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Demise of Premises. The Landlord hereby demises and lets to the Tenant, and the Tenant hereby takes and leases from the Landlord, for the term or terms and upon the provisions hereinafter specified, the following described property: 26 parking spaces owned by Landlord and located at 3235 Hospital Drive, Juneau, Alaska, 99801, and as depicted on "Exhibit A" of this Lease, attached hereto and made a part hereof (the "Leased Premises"); together with all easements, rights and appurtenances thereunto belonging or pertaining (collectively, the "Land").

2. Term. The Tenant is hereby leasing the Leased Premises for the initial term commencing on December 1, 2019 (the "Effective Date") and terminating on January 1, 2023 (the "Initial Term"). Subject to the following notice requirements, and provided that at the time of such notice the Tenant is not then in Default (as herein defined) under the terms of this Lease, the Tenant is hereby granted the right (a "Renewal Option") to renew the Initial Term of this Lease for one (1) ten (10) year term ("Renewal Term"). The Tenant shall exercise the Renewal Option, if at all, by noticing the Landlord in writing of its intent to renew within sixty (60) days of the expiration of the Initial Term. All of the terms and provisions of this Lease shall apply to the Renewal Term, except that the Tenant shall have no remaining Renewal Options. In the event the Tenant timely exercises its only Renewal Option, the Landlord and the Tenant each agree to execute an amendment to this Lease in a form reasonably acceptable to both Parties reflecting the extension of the term by the Renewal Term. At the termination of the Renewal Term, if any, the Parties may elect to extend this Lease upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

3. Rent. During the Initial Term and unless rent is adjusted as hereafter provided, rent shall be due and payable, in advance, on the 1st day of each and every month, beginning December

1, 2019, at the rate of \$1,015.97 per month, plus City and Borough of Juneau sales tax. The Tenant shall make each Rent payment to the Landlord at the Landlord's address set forth above, or at such other place or to such other persons or entities as the Landlord from time to time may designate to the Tenant in writing. Rent may be paid by Tenant in the form of personal check, cashier's check, money order, or cash. If a personal check is returned by Tenant's bank for any reason, a charge of \$20.00 shall be billed to Tenant's account. Tenant agrees that if a rental payment is returned uncollected or unpaid, all future rental payments must be in the form of cashier's check, money order, or cash. Late fees will be assessed until rent payment has been cleared. Payments made by the Tenant shall apply first to the oldest item for which a bill or statement has been presented, or for the earliest month's rent then due. Rent is late beginning on the 5th day of the month. If rent is not received before the 5th day of the current month, a late fee of \$15.00 per day will be charged for each day that the rent is late. All late fees shall be deemed additional rent for the rental month and shall be paid and collected as such. Commencing on January 1, 2021 and through any Renewal Term, Tenant's monthly rent shall increase two percent (2%) annually, plus the concomitant City and Borough of Juneau sales tax.

4. Condition of Premises. Tenant acknowledges that Landlord is not in default under the Parking Agreement and that Landlord has no obligation to improve, or perform any work in, the Premises or make any contribution toward any such work in the Premises, and Tenant accepts the Premises in its "AS-IS"/"WHERE-IS"/"WITH ALL FAULTS" condition as of the Effective Date hereof. Landlord shall not be obligated to make, and Tenant shall not be authorized to make, any improvements to the Premises except as provided in, and in accordance with, the Lease.

5. No Service Provided; Repairs, Maintenance and Alterations. The Parties understand and agree that this Lease is a land lease and that the Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Leased Premises. The Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement and maintenance of the Leased Premises. The Tenant shall maintain the Leased Premises in substantially the same condition of repair and appearance existing at the Effective Date, ordinary wear and tear and casualty excepted. The Tenant shall keep the Leased Premises clear of snow and debris, as required. The Tenant shall not make any alterations, additions or improvements to the Leased Premises without the prior written approval of the Landlord.

6. Use. The Tenant's sole use of the Leased Premises shall be for the parking of cars, trucks and vans used by its agents, employees, consultants, affiliates, guests, invitees and third party assignees, sublessors and designees. Tenant shall have exclusive use of the Leased Premises Monday through Friday, from 6:00 am to 6:00 pm. Tenant shall ingress and egress the Leased Premises as also shown on Exhibit A.

7. Annual Appropriation. The payments of Rent hereunder by the Tenant are subject to annual appropriation by the City and Borough of Juneau relative to Bartlett Regional Hospital's leasing of Tenant's building at 3225 Hospital Drive, Juneau, Alaska 99801, and the Lease may be terminated due to lack of such appropriation.

8. Compliance with Laws. Throughout the term of this Lease, the Tenant, at its sole cost and expense, shall comply with any and all laws, regulations and ordinances that are applicable to the Leased Premises or any part thereof. The Tenant shall not be required to correct

any condition of or on the Leased Premises that existed at the Effective Date and at that time represented a violation of, or noncompliance with, any applicable law, regulation or ordinance by the Landlord.

9. Indemnity; Insurance. The Tenant shall indemnify the Landlord (and its officers, directors and employees) against, and save the Landlord (and its officers, directors and employees) harmless from, any and all losses, damages, claims, liabilities, judgments, costs and expenses (including the reasonable cost and expense of defending any claim), arising directly or indirectly during the term of this Lease out of any act, omission or negligence of the Tenant, its agents, employees, consultants, affiliates, guests, invitees and third party assignees, sublessors and designees. During the term of this Lease, Tenant shall maintain a public liability insurance policy or policies in amounts satisfactory to the Landlord, naming Landlord as an additional insured for liability purposes.

10. Duty to Inform. Landlord will respect and inform its agents, employees, consultants, affiliates, guests, invitees of Tenant's exclusive use of the Lease Premises as described herein,

11. Eminent Domain. If, after the execution of this Lease and prior to the effective date of the expiration or termination of this Lease, the whole of the Leased Premises shall be taken under the power of eminent domain, then the term of this Lease shall cease as of the time when the Landlord shall be divested of its title to the Leased Premises, and Rent and other costs and expenses, if any, shall be apportioned and adjusted as of the effective time of such termination. The Tenant shall not be entitled to participate in any condemnation proceeding on its own behalf, nor shall the Tenant participate in any amounts awarded to the Landlord.

12. Default. In the event that the Tenant shall fail to pay Rent or any part thereof when due or shall violate or fail to perform any of the covenants hereof on the part of the Tenant to be performed, in both such circumstances after notice of such failure or violation shall have been given as hereinbelow provided (each such event, a "Default"), the Landlord may elect either:

A. To re-enter the Leased Premises by summary proceedings or otherwise and re-let the Leased Premises to a third party or parties, making diligent efforts therefor, and upon receiving rent therefrom, applying the same first to the payment of Rent and other fees and expenses accruing hereunder, and the balance, if any, to be paid to the Tenant; provided, however, that the Tenant shall remain liable for the equivalent of the amount of all Rent and other payments due, as the case may be, throughout the remaining term of this Lease to the extent such amounts are not mitigated by such third party lessee or lessees; or

B. To terminate this Lease and to resume possession of the Leased Premises wholly discharged from this Lease. The Landlord shall make such election by written notice to the Tenant at any time on or before the doing of any act or the commencement of any proceedings to recover possession of the Leased Premises by reason of the Default then existing and such election shall be final. If the Landlord shall elect to terminate this Lease as set forth in this Section 11(b), then immediately upon such termination, all rights and obligations whatsoever of the Tenant and of its successors and assigns under this Lease, so far as the same may relate to the unexpired portion of the term hereof, shall cease. Within

ten (10) days after receipt by the Tenant of notice of election by the Landlord to terminate this Lease pursuant to this Section 11(b), (i) the Parties shall, by an instrument in writing in form for recording, cancel this Lease and the unexpired portion of the term hereof, and (ii) the Tenant shall surrender and deliver to the Landlord the entire Leased Premises, and upon any default by the Tenant in so doing, the Landlord shall have the right to re-enter the Leased Premises either by summary proceeding or otherwise.

No Default hereunder shall be deemed to have occurred on the part of the Tenant until thirty (30) days after written notice of such Default shall have been received by the Tenant, and the Tenant within such time shall have failed to remedy such Default. If any Default by the Tenant, (with the exception of the payment of Rent), cannot reasonably be cured within such thirty (30) day period, then the Tenant shall have such additional time as may be reasonably necessary to remedy the same.

13. Assignment and Subletting. The Tenant may not assign this Lease or sublet the whole or any part of the Leased Premises at any time to any other party without the written consent of the Landlord, such consent not to be unreasonably withheld.

14. Taxes. The Landlord shall be responsible for all property taxes relative to the Lease Premises, and each party is responsible for its own income or other taxes not specifically addressed herein.

15. Liens. Tenant shall not suffer the creation of any liens upon the Lease Premises or the Land and shall bond or otherwise discharge any claim of lien within seventy-two (72) hours after receiving notice of the claim.

16. Successors and Assigns. Except as otherwise set forth in this Lease, the agreements and conditions in this Lease contained on the part of either Party to be performed and observed shall be binding upon said Party and its successors and assigns, and shall inure to the benefit of the other Party and its successors and assigns.

17. Quiet Enjoyment. Upon the Tenant's payment of the Rents and other required payments herein provided, and upon the Tenant's observance and performance of all the covenants, terms and conditions to be observed and performed pursuant to this Lease, the Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by the Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

18. Force Majeure. No liability shall result to either Party from such Party's delay in performance or non-performance under this Lease caused by circumstances beyond such Party's control, including but not limited to acts of God, war, terrorism, riot, fire, explosion, accident, flood, sabotage, strike, lockout, injunctions, catastrophic breakage or failure of machinery or apparatus, national defense requirements or compliance with or change in applicable law. The non-performing Party shall be diligent in attempting to remove any such cause and shall promptly notify the other Party of the extent and probable duration of such cause.

19. Notices. All notices sent or required to be sent hereunder shall be sent in writing by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth in the caption to this Lease above or to either Party at such other address as such Party may designate by notice to the other Party.

20. Waiver; Invalidity of Particular Provision. The failure of a Party to exercise or enforce any of its rights under this Lease shall not be a waiver of those rights and shall not affect any other right of that Party under this Lease. In the event that any provision of this Lease shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Lease either void or unenforceable and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

21. Construction; Section Headings. Each term and each provision of this Lease to be performed by the Tenant shall be construed to be both a covenant and a condition. The paragraph headings throughout this Lease are used for convenience only, and shall not be held to explain, modify, amplify or otherwise aid in the interpretation, construction or meaning of this Lease.

22. No Merger of Title. There shall be no merger of this Lease nor of the leasehold estate created by this Lease with the fee estate in or ownership of any of the Leased Premises by reason of the fact that the same person or entity may acquire, hold or own, directly or indirectly, (a) the leasehold estate created by this Lease or any part thereof or interest therein or any interest of the Tenant in this Lease, and (b) the fee estate or ownership of any of the Leased Premises or any interest in such fee estate or ownership; and no such merger shall occur unless and until all persons or entities having any interest in (i) this Lease as the Tenant or the leasehold estate created by this Lease, and (ii) this Lease as the Landlord or the fee estate in or ownership of the Leased Premises or any part thereof sought to be merged shall join in a written instrument effecting such merger and shall duly record the same.

23. Surrender. The Tenant shall (a) on the last day of the term hereof (including the final Renewal Term, if any), (b) upon any earlier termination permitted under this Lease, and (c) upon any permitted entry or re-entry by the Landlord upon the Leased Premises, peaceably leave and surrender the Leased Premises into the possession and use of the Landlord without fraud or delay in good order, condition and repair without violations, reasonable wear and tear and casualty excepted. If the Tenant has made additions, alterations or modifications to the Leased Premises, at the request of the Landlord, the Tenant shall remove such additions, alterations or modifications, at its expense, upon such surrender.

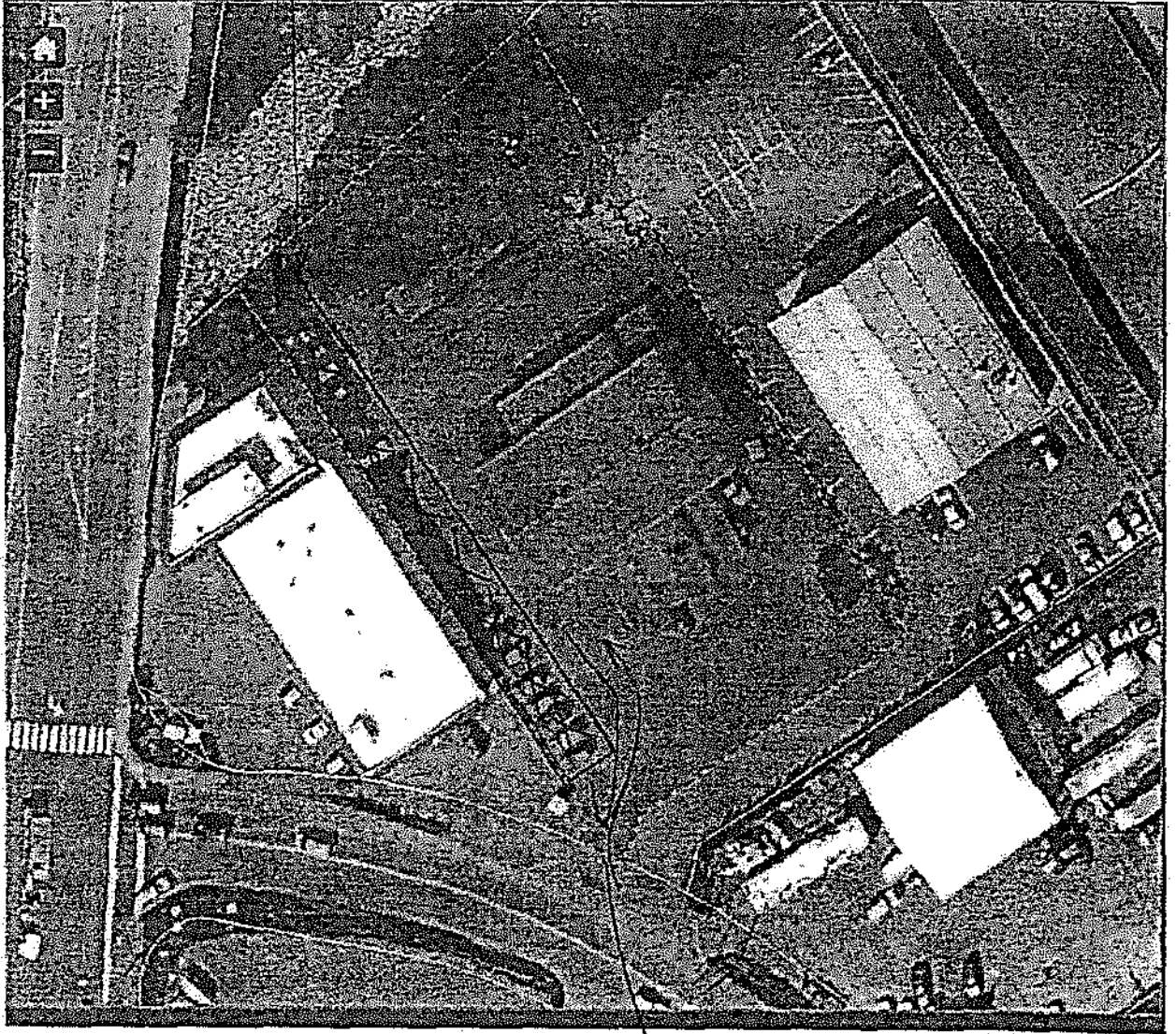
24. Entire Agreement. This Lease contains the entire understanding of the parties and may not be modified except by written instrument signed by both parties.

25. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Alaska.

26. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

Parking



Sumner
12/19/19

Ingress/
Egress

EXHIBIT A

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed as of the day and year first above written.

LANDLORD:

JUNEAU TLINGIT & HAIDA COMMUNITY COUNCIL
an Alaska nonprofit corporation

By: 

Name: Kenneth L. Southerland

Title: President

TENANT:


MICHAEL PILLING AND KERRY KIRKPATRICK

By: _____

Name: _____

By: _____

Name: _____

By 
Property Manager
12/4/19



April 19, 2024

RE: Conditional Use Permit for a Temporary Asphalt Plant at the Juneau International Airport
Case Number: USE2024 0009

To Whom It May Concern,

The Southeast Alaska Land Trust (SEALT) received notice that a Conditional Use Permit application for a temporary asphalt plant at the Juneau International Airport (JIA) has been submitted for consideration and public hearing by the City & Borough of Juneau (CBJ) Community Development Planning Commission. The Case Number for this application is USE2024 0009.

The proposed project is located adjacent to SEALT's Honsinger Wetlands mitigation site (CBJ Tax ID 5B1401020072). This mitigation site provides compensatory mitigation for seven Department of the Army permits, overseen by the US Army Corps of Engineers.

This project appears to be consistent with previous temporary asphalt plants operated on the JIA property in 2018, 2019, and 2020. SEALT requests that care continue to be taken to ensure avoidance of impacts to the valuable habitat surrounding the JIA. The healthy function of a watershed is dependent on all groundwater, wetlands, and waterways within the catchment area; impacts to surrounding areas can adversely affect adjacent portions of the watershed. SEALT requests that the Planning Commission thoroughly consider potential effects to the adjacent mitigation site and the surrounding watershed, including necessary preventative and mitigation measures, when evaluating the application.

If you have any questions, please contact the Southeast Alaska Land Trust at (907) 586-3100 or info@sealt.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Margaret Custer".

Margaret Custer
Executive Director

From: Michael <michael.riederer.4@gmail.com>
Sent: Monday, April 29, 2024 8:29 PM
To: PC_Comments <PC_Comments@juneau.gov>; Borough Assembly
<BoroughAssembly@juneau.gov>
Subject: Re: Title 49 Re-write Info

EXTERNAL E-MAIL: BE CAUTIOUS WHEN OPENING FILES OR FOLLOWING LINKS

Dear CBJ Assembly,

I want to begin by acknowledging and respecting the traditional Tlingit inhabitants of this land. I hope our shared vision for this land is to serve as a central hub for Southeast Alaska, uniting into a community that is connected with the lands, seas, and nature around us.

I appreciate the hard work the Assembly and Planning Commission has performed to create a Title 49 city land use code that works for everyone. However, I must voice my concerns over the proposed \$3 million allocated for its re-write.

Please consider these comments, along with Ms. Marlow's comments to eliminate or reduce this allocation for a Title 49 Re-write during Assembly Finance Committee.

It is evident that CBJ's diverse property types and uses necessitate a flexible code that addresses modern issues. However, the current system is working and any Title 49 changes need to be focused on individually, not through a comprehensive overhaul. At the very least, a plan needs for the re-write should be generated before this line item is approved.

As has been done before, amendments and resolutions can be drafted into this living document without an absolute overhaul. As Ms. Marlow declared, the system is working even if it is difficult to change. If administrative efficiencies and leniencies need to be created, so be it. But taxpayer money doesn't need to be used.

Such a rapid change of Title 49 might lead to unintended consequences, disrupting the community's fabric and creating uncertainty for sustainable and predictable development.

The location of the landfill and addressing affordable housing are critical goals to focus on before spending \$3 million on rewriting Title 49.

Instead of focusing \$3 million on rewriting Title 49, let's focus on more immediate needs:

Property Disposals: I commend the city's efforts in disposals to the Tlingit and Haida Regional Housing Authority on Pederson Hill. Further small auctions, such as additional land areas near Pederson Hill and North Douglas, can continue fostering community development. If short-term regional restrictions need to be placed on new land disposals, this should be addressed with the focus they deserve, not as part of a rapid overhaul, and with due attention to the school district.

Short-term Rentals: These rentals provide jobs, revenue, and housing options, helping Juneau thrive. These rentals support legislative staffing in winter and summer travelers, facilitating tourism growth and Downtown Juneau's vision. They will help Eaglecrest's gondola thrive and encourage homeowners to continue investing in their housing. There already is a progressive tax rate paid by short-term rentals, including a 5% sales tax and an additional 9% hotel tax, that has contributed significantly to projects like the Centennial Hall campus expansion, promoting arts and cultural events downtown.

Community Facilities: Keeping essential services open, such as schools and public

pools, is crucial. With staffing shortages, the pools are not operating at capacity, which should be essential for an ocean-centered town. I moved to Juneau from Golden, Colorado, which has a Community Center and pool that is open continuously throughout the day. To add to this, there is no recommendation by the National Recreation & Parks Association regarding safety breaks. If the pools need staggered lifeguard staffing, let's ensure these facilities continue to operate at capacity. Juneau needs sustainable infrastructure to support its growth. Future visions for comprehensive community campuses at Diamond Park or Floyd Dryden, a second crossing to connect the town, relocation of the landfill, and sustainable energy leadership are critical goals to achieve before spending millions rewriting Title 49.

In conclusion, we need to keep public services open, address Title 49 issues individually, so as to gather the community input that each issue requires.

Is there a plan for how the \$3 million will be spent? What if a re-write costs more? I bet a different approach could cost less.

CBJ should balance traditional respect, community programs, and future investments to benefit all its citizens. To do so, CBJ should focus on saving this taxpayer revenue for more pressing issues until a more definite plan is detailed.

Thank you for your time and consideration

-Michael Riederer

On Sun, Apr 21, 2024, 10:26 AM Michael <michael.riederer.4@gmail.com> wrote:

Hi CBJ Planning Commission,

I wanted to understand the necessity for a \$3M allocation for Title 49 re-write as discussed at the Assembly Retreat and in the agenda packet of the Assembly Finance Committee's 4/6/24 proposed budget.

Please update with information regarding this proposed spending. With schools closing and city services continually being cut, it's my opinion the public should understand more about these proposed changes. Especially considering the Planning Commission's Title 49 Committee hasn't even met this year.

Is there a lower cost way to approach this issue? Maybe offset with some land

disposals as outlined in the 2016 Land Management Plan?

Regards,

Michael Riederer