

Presented by: The Manager
Presented: 02/27/2023
Drafted by: B. Brown

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

An Ordinance Appropriating \$1,200,000 to the Manager for a Loan for the Ridgeview Subdivision Project; Funding Provided by the Affordable Housing Fund.

WHEREAS, during the 2022 Juneau Affordable Housing Fund solicitation, the City and Borough of Juneau received a proposal from a private development group for a construction loan of \$1,200,000 for 24 apartment units in a multifamily building configuration in the midtown area of Juneau near Juneau International Airport; and

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

WHEREAS, the developers, Rooftop Properties, LLC, and Glacier Heights, LLC, have proposed that the City and Borough accept real property as collateral for the loan, which property is all or a portion of the land with a street address of 7400 Glacier Highway, a legal description of USS 1568 TRB1, with a total size of 19.71 acres that is zoned D18; and

WHEREAS, Rooftop Properties, LLC, and Glacier Heights, LLC, have secured an appraisal of the Ridgeview Subdivision Project which indicates that project is financially feasible given the housing market situation in Juneau and the Southeast Alaska economy; and

WHEREAS, given the high demand for housing and the potential benefits for the community if the Ridgeview Subdivision Project is fully developed, the following appropriation terms and conditions are in the best interest of the community.

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

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

4 **Section 2. Appropriation.** There is appropriated to the Manager the sum of
5 \$1,200,000 for a loan to the Ridgeview Subdivision Project.

6 **Section 3. Source of Funds.**

7 Juneau Affordable Housing Fund \$1,200,000
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9 **Section 4. Loan Purpose and Terms.** The Manager is authorized to negotiate a loan
10 contract with Rooftop Properties, LLC, and Glacier Heights, LLC, with the following essential
11 terms, in addition to other reasonable contractual and financing provisions deemed necessary
12 by the Manager to protect the City and Borough:

13 **(a) Intent.** Housing, especially workforce housing in the midtown area of Juneau near Juneau
14 International Airport, is in high demand. The purpose of this loan is to provide capital in the
15 form of a construction loan, secured by a deed of trust, to help encourage and facilitate the
16 development of 24 housing units that include workforce housing.

17 **(b) Borrower.** The Developer and Borrower are Rooftop Properties, LLC, and Glacier Heights,
18 LLC, represented by Garrett Johnson, who is a Manager of both these Limited Liability
19 Companies.
20

21 **(c) Real Property (“Property”).** This appropriation is for 24-unit apartment building on a
22 portion of the following real property:

23 USS 1568 TRB1.

24 **(d) Loan Amount.** A construction loan of \$1,200,000 shall be made to Rooftop Properties, LLC,
25 or Glacier Heights, LLC, in a single disbursement.

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2 **(e) Payment Term.** Rooftop Properties, LLC, or Glacier Heights, LLC, shall pay CBJ monthly
3 once repayment of the loan commences. Monthly payments shall begin on the first business
4 day of the 120th month after the date that Rooftop Properties, LLC, or Glacier Heights, LLC,
5 receives a Certificate of Occupancy and reserves a minimum of five units of the 24 units
6 constructed for Fair Market Workforce Housing, which will result in full repayment of
7 \$1,200,000 in a period no longer than 25 years from the commencement of repayment.
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9 **(f) Fair Market Workforce Housing.** Rooftop Properties, LLC, shall reserve at least five of
10 the 24 units for housing to be rented to persons whose incomes are less than 80% of the Area
11 Medium Income for the life of the loan; failure to maintain this condition at any time until
12 the loan has been repaid in full will result in the remaining balance become due and payable
13 immediately at the time this condition ceases to be met.

14 **(g) Interest Rate and Calculation.** The loan authorized by the ordinance will be at zero *per*
15 *cent* (0%) *per annum*.

16 **(h) Security.** In exchange for the City and Borough providing the loan, Rooftop Properties,
17 LLC, and/or Glacier Heights, LLC, will agree and grant authority to the City and Borough
18 to secure the loan with a deed of trust conveying the real property. Rooftop Properties, LLC,
19 and/or Glacier Heights, LLC, and the City and Borough may renegotiate the terms of the
20 property which provides security for the loan over the life of the loan. Rooftop Properties,
21 LLC, and/or Glacier Heights, LLC further agrees to authorize the City and Borough to secure
22 the loan with liens on any materials purchased with the loaned money; the City and Borough
23 will release the materials liens either upon Rooftop Properties, LLC, and/or Glacier Heights,
24 LLC, completing repayment or upon the permanently installing the materials onto or into
25 the property.

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(i) Additional Loan Terms. The Manager may add additional terms consistent with the intent of this ordinance.

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

Adopted this _____ day of _____ 2023.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk