



DEVELOPMENT PERMIT APPLICATION

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

To be completed by Applicant	PROPERTY LOCATION		
	Physical Address 740 W 10th Street, Juneau, AK, 99801		
	Legal Description(s) (Subdivision, Survey, Block, Tract, Lot) Casey Shattuck Block 226 Lots 6, 7, and 8		
	Parcel Number(s) 1C060C260060		
	<input type="checkbox"/> This property located in the downtown historic district <input type="checkbox"/> This property located in a mapped hazard area, if so, which _____		
	LANDOWNER/ LESSEE		
	Property Owner Resurrection Lutheran Church	Contact Person Bradley Perkins	
	Mailing Address 740 W 10th Street, Juneau, AK, 99801	E-mail Address manager@warmingshelter.org	Phone Number(s) 808-782-5795
	LANDOWNER/ LESSEE CONSENT Required for Planning Permits, not needed on Building/ Engineering Permits		
	I am (we are) the owner(s) or lessee(s) of the property subject to this application and I (we) consent as follows: A. This application for a land use or activity review for development on my (our) property is made with my complete understanding and permission. B. I (we) grant permission for officials and employees of the City and Borough of Juneau to inspect my property as needed for purposes of this application.		
X	<u></u> Landowner/Lessee Signature	<u>August 11, 2022</u> Date	
X	_____ Landowner/Lessee Signature	_____ Date	
NOTICE: The City and Borough of Juneau staff may need access to the subject property during regular business hours and will attempt to contact the landowner in addition to the formal consent given above. Further, members of the Planning Commission may visit the property before the scheduled public hearing date.			
APPLICANT If the same as OWNER, write "SAME"			
Applicant SAME	Contact Person		
Mailing Address	E-mail Address	Phone Number(s)	
X	<u></u> Applicant's Signature	<u>August 11, 2022</u> Date of Application	

-----DEPARTMENT USE ONLY BELOW THIS LINE-----

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.

Intake Initials JLS	Date Received 8/11/22
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Case Number USE22-014	
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ALLOWABLE/CONDITIONAL USE PERMIT 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.

To be completed by Applicant

PROJECT SUMMARY
 Resurrection Lutheran Church (RLC) proposes allocating space within its facility located at 740 W 10th Street to operate the Cold Weather Emergency Shelter (CWES) for the City and Borough of Juneau (CBJ), assuming the contract abrogated by St. Vincent de Paul (SVdP).

TYPE OF ALLOWABLE OR CONDITIONAL USE PERMIT REQUESTED
 Accessory Apartment – Accessory Apartment Application (AAP)
 Use Listed in 49.25.300 – Table of Permissible Uses (USE)
 Table of Permissible Uses Category: _____

IS THIS A MODIFICATION or EXTENSION OF AN EXISTING APPROVAL? YES – Case # USE21-11 USE22-05 NO

UTILITIES PROPOSED **WATER:** Public On Site **SEWER:** Public On Site

SITE AND BUILDING SPECIFICS
 Total Area of Lot 10,800 square feet Total Area of Existing Structure(s) 5,034 square feet
 Total Area of Proposed Structure(s) N/A square feet

EXTERNAL LIGHTING
 Existing to remain No Yes – Provide fixture information, cutoff sheets, and location of lighting fixtures
 Proposed No Yes – Provide fixture information, cutoff sheets, and location of lighting fixtures

ALL REQUIRED DOCUMENTS ATTACHED

Narrative including:
 Current use of land or building(s)
 Description of project, project site, circulation, traffic etc.
 Proposed use of land or building(s)
 How the proposed use complies with the Comprehensive Plan

Plans including:
 Site plan
 Floor plan(s)
 Elevation view of existing and proposed buildings
 Proposed vegetative cover
 Existing and proposed parking areas and proposed traffic circulation
 Existing physical features of the site (e.g.: drainage, habitat, and hazard areas)

If this is a modification or extension include:
 Notice of Decision and case number
 Justification for the modification or extension
 Application submitted at least 30 days before expiration date

-----DEPARTMENT USE ONLY BELOW THIS LINE-----

ALLOWABLE/CONDITIONAL USE FEES				
	Fees	Check No.	Receipt	Date
Application Fees	\$ <u>250.00</u>			
Admin. of Guarantee	\$ _____			
Adjustment	\$ _____			
Pub. Not. Sign Fee	\$ <u>50.00</u>			
Pub. Not. Sign Deposit	\$ <u>100.00</u>			
Total Fee	\$ <u>400.00</u>			

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Case Number	Date Received
<u>USE22-014</u>	<u>8-11-22</u>

Allowable / Conditional Use Permit Application Amendment Narrative

Project

Resurrection Lutheran Church (RLC) proposes an amendment of Conditional Use Permit NOD USE2021 0011 granted November 15, 2021 by the City and Borough of Juneau (CBJ) Planning Commission (PC) ("CUP" - attached) incorporating a November 2, 2021 memorandum from Allison Eddins, Community Development, to the CBJ Planning Commission regarding USE2021 0011 ("CD CUP Memorandum" - attached), allocating space within its facility located at 740 W 10th Street to operate the Cold Weather Emergency Shelter (CWES) for the CBJ under CBJ PO # 114413 ("PO" - attached) for CBJ Contract MR 220-198 ("Contract" - attached), as amended by of Conditional Use Permit NOD USE2022 0005 granted April 29, 2021 by the CBJ PC ("CUP Extension" - attached), incorporating a April 18, 2022 memorandum from Jennifer Shields, Community Development Planner, to the CBJ Planning Commission regarding USE2022 0005 ("CD CUP Extension Memorandum" - attached).

Narrative

RLC has been in Juneau since 1926. It has a long and proud history of serving those in need in Juneau and Southeast Alaska, including multiple generations. It is a member of Love INC, Southeast Alaska Food Bank, the Juneau Suicide Prevention Coalition, Family Promise and regularly participates in the Juneau Coalition on Housing and Homelessness and Collaborated Efforts meetings. The Resurrection Quilters donate their handcrafted quilts to those in need locally in Juneau and worldwide. While many churches closed during the COVID-19 pandemic, RLC actually stepped up its operations. The church was one of several churches to open a Safe Space for Schooling (RLC SSS) program to support students attending Zoom classes and was recognized by Juneau School District and its superintendent. NAMI Juneau and the Suicide Prevention Collation recognized our RLC SSS Program Supervisor, Clarice Bethers, for exceptional work helping children in the community. To accommodate the RLC SSS program, the Downstairs Hall (where RLC operates the CWES) was renovated. Last Fall, when St. Vincent de Paul decided not to complete the last two years of its CWES contract with the CBJ, the congregation stepped-in, realizing there were no other alternatives for the city's homeless individuals.

Current Use of the Facility

RLC's community service programs address immediate needs of refreshing and nourishing the body, mind and soul. RLC worship services nourishes the soul through regular Sunday worship services (9:30 am) in-person and live broadcast (or viewed later) on our YouTube channel (<https://www.youtube.com/c/JuneauLive>), as well as special worship services. The church also broadcasts an abridged version of its prior week's worship service on local radio station KINY on Sunday mornings at 9:30 am. RLC Warming Shelter refreshes the body by operating the CWES – AKA, the RLC Warming Shelter – for the CBJ. The RLC Warming Shelter is a low barrier shelter for adults operating during the winter when the nighttime temperature is predicted to be below freezing. Juneau Live! Studio nourishes the mind by supporting individuals and families in our community who are suffering from seclusion and isolation, and its consequences. Juneau Live! Studio connects this marginalized population to Juneau through live-entertainment, educational and informational, community-access television programming on its Juneau Live! YouTube

channel and KINY radio station. The RLC Food Panty nourishes the body by operating the largest food pantry in Juneau feeding 150 to 200+ individuals and families each week, by allowing patrons to select their own foods in an unique 100' COVID-safe mobile food line (paid for with a Rasmuson grant in 2021). The church believes these community service programs embody its mission to promote spiritual growth in Christ and service to all people.

2021/22 Winter Operation of the CWES under the CUP

In what ended up being a particularly harsh winter for those without stable housing, the RLC Warming Shelter during its 2021/22 operation:

- was open 100% from November 17th through April 15th (expectation was 80%) due to near 32° and below for entire season, opening as early as 9 pm when near 0°;
- provided 3,535 shelter nights for 346 unique patrons at a cost of \$46 per night, where each patron stayed an average of 10 nights and 63% of patrons stayed five or fewer nights;
- hosted 30 to 40 patrons each night (originally planned for 28), providing a hot, freshly prepared, nutritious dinner and breakfast; and
- every patron welcomed to return next night (regardless of prior behavior), while treating each patron in accordance with RLC guest service guidelines (based on Disney Institute).

The CUP Extension

On April 1, 2022, RLC requested an extension of the CUP, set to expire on May 1, 2022. On April 29, 2022, the Planning Commission issue NOD USE2022 005 which amended Condition 9 to read:

1. Condition 9: The permit will expire on June 1, 2024.

Request for Additional Amendments to the CUP / CUP Extension

The CBJ has requested, and RLC has agreed to operate the CWES for the 2022/23 Winter. The parties are in the process of renewing their agreement. RLC will continue to operate the CWES according to these guidelines:

RLC CWES Operational Guidelines

RLC operates the CWES:

- on behalf of the CBJ;
- in the best interest of:
 - CWES patrons;
 - RLC neighbors; and
 - Juneau community, and
- such that the CWES:
 - complies with the CUP (and amendments);
 - meets the requirements of the CBJ contract
 - operating costs do not exceed the fixed-fee paid under the CBJ contract;
 - complies with RLC Warming Shelter:
 - Patron Code of Conduct;
 - Guest Service Guidelines; and
 - Staff operational training, guidelines and policies.

In order to better meet these RLC CWES Operational Guidelines, RLC is requesting two additional amendments. First, that Condition 5 be amended:

5. The shelter facility's operating start time will not be before ~~9:00 P.M.~~ 8:00 P.M. and will end by ~~6:30 A.M.~~ 7:30 A.M. the next day.

to read:

5. The shelter facility's operating start time will not be before 8:00 P.M. and will end by 7:30 A.M. the next day.

Perhaps contrary to a perception of some RLC neighbors and others, RLC does not desire open the CWES as early in the evening as possible or keep it open as late in morning as possible. Each of these situations creates operational and budgetary challenges for RLC. It is actually in RLC's interest, from a staffing, overtime (budget), patron-management, facility-cleaning, food service, etc. perspective, to open at 10:30 P.M. and close the doors as early as possible.

However, when the temperatures were below zero degrees by 8:00 P.M. last January there was no other place for the CWES Patrons go. They in appropriate found places to congregate (at RLC, in the RLC neighborhood, etc.) while waiting for the CWES to open, creating challenges for patrons, staff, and RLC neighbors. Thus, while not regularly in RLC's interest to open as early as 8:00 P.M., RLC is requesting the operational latitude to do so on those days it determines it is in the best interest of the patrons and the RLC neighbors.

As to the CWES closing time of 6:30 A.M. last season, even the PC inquired of the RLC representatives at the last hearing if this time was too early. The PC offered to change this condition but was told by CBJ counsel that such a change was beyond scope of Applicant's amendment application and public notice. The 6:30 A.M. closing time was originally proposed by Commissioner Dye, RLC believes, to protect Harborview Elementary School students (who actually don't start arriving at school until about 8:00 A.M.). However, it inadvertently might have had the opposite effect. Patrons forced out at 6:30 A.M. with nowhere to go, often loiter around the area sometimes falling back asleep. Here are some of the issues with the 6:30 A.M. closing time:

- CBJ buses don't start running until after 7:00 A.M.;
- CWES Patrons need time to get to the bus stop (which might be at the Federal Building) and are often slowed down by carrying all their belongs;
- Glory Hall sends its shuttle bus to bring CWES patrons to the Glory Hall and Teal Street for services, but the shuttle driver cannot leave the Glory Hall until 7:00 A.M.; and
- CWES accepts patrons until 2:00 A.M., in any condition, and getting them up, through the bathrooms and fed (perhaps their only meal for the day) by 6:30 A.M. can be frustrating for patrons and staff.

In actuality, neither the CWES patrons nor Harborview Elementary School students have any interest in interacting, nor do the CWES patrons have any interest in loitering around RLC (there is literally nothing for them to do in the area). It is certainly RLC's desire to manage the CWES closing time to maximize the opportunities for the CWES patrons to get where they want to be. It is counter-productive to push them out at a time where there is nowhere for them to go other

than into the RLC neighborhood. It is explicitly the CWES staffs' responsibility (to the extent they can monitor it) to see that the patrons not only leave the CWES at closing time but minimize the impact on the RLC neighborhood. Having a closing time where the staff knows those patrons are heading onto a bus or shuttle is in everyone's best interest. Thus, RLC is asking for the latitude to set the closing time up to 7:30 A.M.

Second, that Condition 6 be amended:

6. The shelter facility can operate from ~~November 1~~ October 15 to May 1.
to read:

6. The shelter facility can operate from October 15 to May 1.

RLC learned that it is messy and unhealthy the CWES season to close and dump its 40 patrons onto the street with nowhere to go. When closing this last April 15, the CWES staff learned from the patrons that most of them were moving to the CBJ campground and volunteered their own time and vehicles to help patrons make a smooth transition. Unfortunately, the few that had not made plans for a proper home upon the CWES closing created problems for RLC's neighbors and RLC (we learned and will try not to repeat that next year).

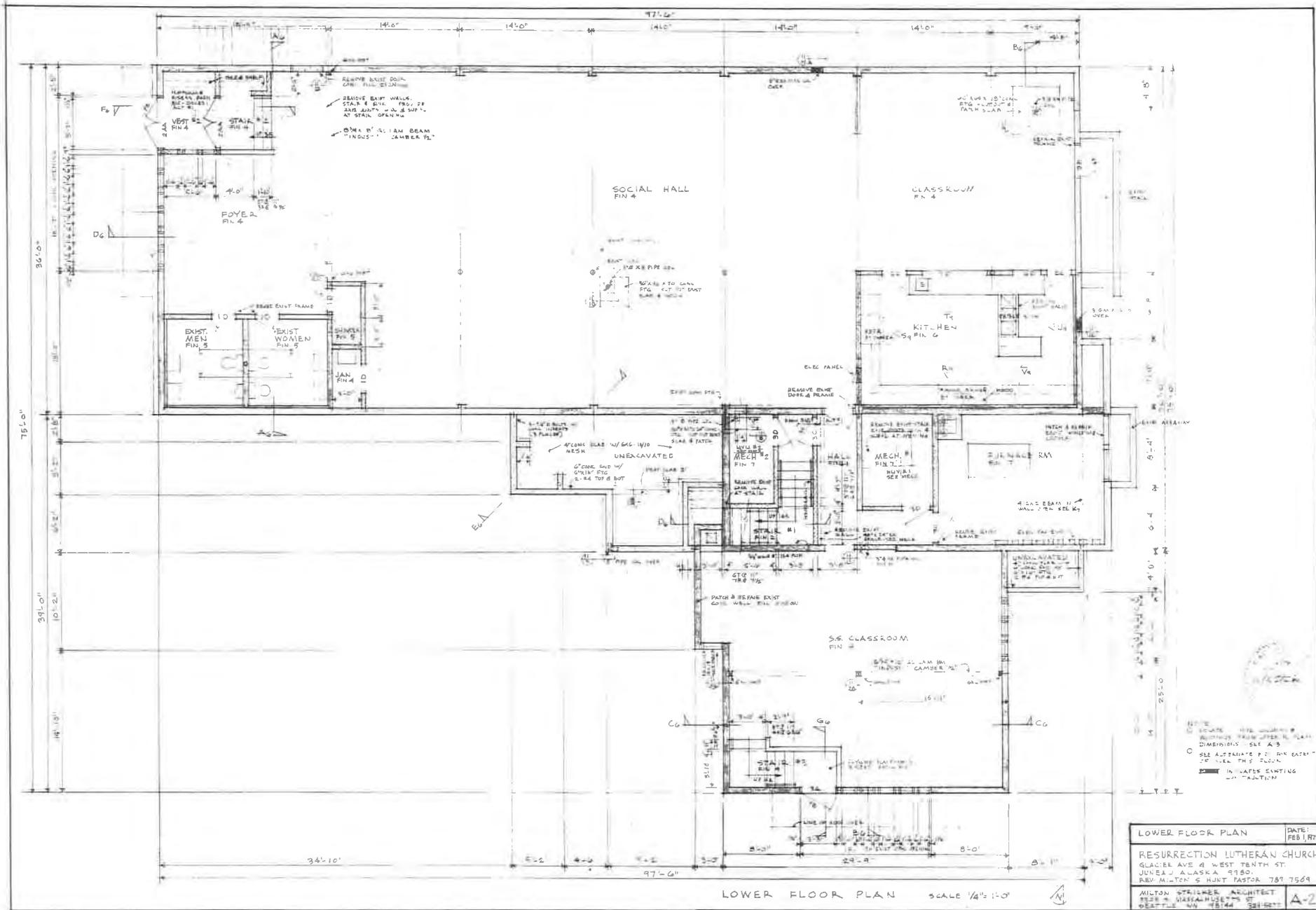
Last year, temperatures were already below freezing by mid-October. This earlier possible open date of October 15 will allow RLC to potentially coordinate with CBJ on the closing of the campground (possibly mid-October). This may advert campground residents from moving into downtown or the RLC neighborhood prior to the opening of the CWES. RLC would only open the CWES earlier than the traditional date of November 15 if was in the best interest of the patrons (due to temperatures below freezing and campground closure), RLC neighbors and the Juneau community.

Impact on Parking

RLC has three parking places and one ADA parking place at the church building, and a separate lot at the corner of 10th and D Streets (approximately 15 parking places). Occasional visits by Juneau Police Department (JPD) and Capital City Fire and Rescue (CCFR) vehicles have been accommodated at the existing church lot. As patrons rarely have vehicles, existing parking has been sufficient for CWES staff and other operations, and there has been no adverse impact on street parking.

Impact on Traffic

There has not been any impact on traffic from CWES operations.



NOTE:
 C SQUARE = SEE UNEXCAVATED
 DIMENSIONS - SEE A/B
 SEE ALTERNATE P. FOR ENTRY
 OF LEVEL THIS FLOOR
 UNEXCAVATED
 PATCH & REPAIR
 CONCRETE

LOWER FLOOR PLAN	DATE: FEB 1, 1978
RESURRECTION LUTHERAN CHURCH GLACIER AVE & WEST TENTH ST. JUNEAU ALASKA 99801 REV. MILTON S. HUNT, PASTOR 787 7564	
MILTON STRICKER, ARCHITECT 232 S. MARSHALL ST. SEATTLE, WA 98144 325-6877	

LOWER FLOOR PLAN SCALE 1/8" = 1'-0"



Planning Commission

(907) 586-0715

PC_Comments@juneau.org

www.juneau.org/community-development/planning-commission

155 S. Seward Street • Juneau, AK 99801

PLANNING COMMISSION NOTICE OF DECISION

Date: April 29, 2022
Case No.: USE2022 0005

Resurrection Lutheran Church
Attn: Bradley Perkins
740 W. 10th Street
Juneau, AK 99801

Proposal: Modification (extension) of Conditional Use Permit USE2021 0011 for a cold weather emergency shelter at Resurrection Lutheran Church.

Property Address: 740 W. 10th Street

Legal Description: Casey Shattuck Block 226 Lots 6, 7, & 8

Parcel Code No.: 1C060C260060

Hearing Date: April 26, 2022

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated April 18, 2022, and approved a modification to Conditional Use Permit USE2021 0011 to be conducted as described in the project description and project drawings submitted with the application as amended:

1. Condition 9: The permit will expire on June 1, 2024.

Attachments: April 18, 2022, memorandum from Jennifer Shields, Community Development, to the CBJ Planning Commission regarding USE2022 0005.

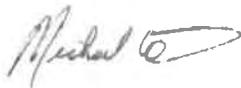
Resurrection Lutheran Church
Case No.: USE2022 0005
April 29, 2022
Page 2 of 2

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

This Notice of Decision constitutes a final decision of the CBJ Planning Commission. Appeals must be brought to the CBJ Assembly in accordance with CBJ 01.50.030. Appeals must be filed by 4:30 P.M. on the day twenty days from the date the decision is filed with the City Clerk, pursuant to CBJ 01.50.030 (c). Any action by the applicant in reliance on the decision of the Planning Commission shall be at the risk that the decision may be reversed on appeal (CBJ 49.20.120).

Effective Date: The permit is effective upon approval by the Commission, April 26, 2022.

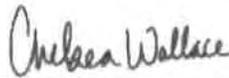
Expiration Date: The permit will expire on June 1, 2024.



Michael LeVine, Chair
Planning Commission

May 1, 2022

Date



Filed With City Clerk

May 2, 2022

Date

cc: Plan Review

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



**PLANNING COMMISSION STAFF REPORT
 CONDITIONAL USE PERMIT USE2022 0005
 HEARING DATE: APRIL 26, 2022**

(907) 586-0715

CDD_Admin@juneau.org

www.juneau.org/community-development

155 S. Seward Street • Juneau, AK 99801

DATE: April 18, 2022
TO: Michael LeVine, Chair, Planning Commission
BY: Jennifer Shields, Planner II *Jennifer A. Shields*
THROUGH: Jill Maclean, AICP, Director

PROPOSAL: Applicant requests a modification (extension) of Conditional Use Permit USE2021 0011 for a cold weather emergency shelter at Resurrection Lutheran Church.

STAFF RECOMMENDATION: Approval with original conditions #1 through #8, and repealing condition #9.

KEY CONSIDERATIONS FOR REVIEW:

- An emergency shelter is a permissible use in the Light Commercial zoning district.
- Church staff have experience managing shelters in Juneau and San Francisco.
- Juneau Police Department and CBJ staff have worked closely with the shelter to mitigate off-site impacts.
- Received praise and support from other social service agencies and its neighbors, including those initially opposed to the Conditional Use Permit.

GENERAL INFORMATION

Property Owner	Resurrection Lutheran Church
Applicant	Resurrection Lutheran Church
Property Address	740 W 10 th Street
Legal Description	Casey Shattuck Block 226 Lots 6, 7, & 8
Parcel Number	1C060C260060
Zoning	Light Commercial (LC)
Land Use Designation	Commercial (C)
Lot Size	10,800 square feet
Water/Sewer	City water and sewer
Access	West 10 th Street
Existing Land Use	Church
Associated Applications	USE2021 0011

ALTERNATIVE ACTIONS:

1. **Amend:** require additional conditions, or delete or modify the recommended conditions.
2. **Deny:** deny the permit and adopt new findings for items 1-6 below that support the denial.
3. **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:
 - o 49.15.330 (CUP)

The Commission shall hear and decide the case per 49.15.330(a) Conditional Use Permit. A conditional use is a use that may or may not be appropriate in a particular zoning district according to the character, intensity, or size of that or surrounding uses. The conditional use permit procedure is intended to afford the commission the flexibility necessary to make determinations appropriate to individual sites. The commission may attach to the permit those conditions listed in subsection (g) of this section as well as any further conditions necessary to mitigate external adverse impacts. If the commission determines that these impacts cannot be satisfactorily overcome, the permit shall be denied.

SITE FEATURES AND ZONING



SURROUNDING ZONING AND LAND USES

North (D5)	Residential
South (LC)	Residential
East (D5)	Residential
West (LC)	Commercial

SITE FEATURES

Anadromous	None
Flood Zone	Zone X, area of minimal risk
Hazard	None known
Hillside	None
Wetlands	None
Parking District	No
Historic District	Casey Shattuck Historic Neighborhood
Overlay Districts	Downtown Juneau ADOD

BACKGROUND INFORMATION

The Planning Commission, at its regular meeting on November 15, 2021, approved USE2021 0011 (**Attachments B and C**) for the operation of a cold weather emergency shelter at Resurrection Lutheran Church, subject to the following conditions:

1. Prior to the opening of the facility, smoke detectors must be installed in the sleeping area and in each of the shelter's restrooms. **Complete.**
2. Prior to the opening of the facility, an alarm must be installed on the emergency exit door in the shelter's sleeping area. **Complete.**
3. If new exterior lights are added to the church building, a lighting plan illustrating location and type of exterior light shall be provided to the Community Development Department. **N/A.**
4. Prior to the opening of the facility, exterior security cameras must be installed and functional. **Complete.**
5. The shelter facility's operating start time will not be before 9:00 P.M. and will end by 6:30 A.M. the next day. **Ongoing.**
6. The shelter facility can operate from November 1 to May 1. **Ongoing.**

7. When the shelter facility is operating, there must be a minimum of two (2) staff present at all times. **Ongoing.**
 8. The shelter facility will provide a contact number to the surrounding neighbors that will be actively answered during operating hours. The intent of this condition is to provide a way for shelter staff to respond to issues as they arise in the area. **Ongoing.**
- This permit will expire on May 1, 2022. (Requesting modification to repeal).**

Since the Conditional Use Permit is set to expire, the applicant is requesting a modification of USE2021 0011. The applicant may seek further changes in the future, however, at this time prefers a modification to keep this USE permit in good standing.

ANALYSIS

Following approval of USE2021 0011 last November, CBJ executed a cold weather emergency shelter and Operations contract with the applicant (**Attachment D**). Since that time, the applicant has met the conditions of approval and reports the following as detailed in their application narrative (**Attachment A**) and briefly summarized below:

- Operated continuously.
- No negative feedback received from community or neighbors.
- Usage is generally at capacity.
- Staffing has remained consistent and will be returning.
- Received praise and support from other social service agencies and its neighbors, including those who initially opposed the Conditional Use Permit.

AGENCY REVIEW

CDD contacted the Juneau Police Department (JPD) regarding this application and received the following response from Deputy Chief David Campbell on April 18, 2022: "JPD has no concerns with Resurrection Lutheran Church maintaining its conditional use permit to operate the warming shelter. Let me know if there is anything specific you need on my end."

PUBLIC COMMENTS

CDD conducted a public comment period between April 13, 2022 and April 22, 2022. Property owners within 500 feet of the proposed shelter site were mailed an abutters notice with instructions on how to comment (**Attachment E**). In addition, a public notice sign was posted on site two weeks prior to the April 26, 2022 public hearing (**Attachment F**). No public comments have been received as of the date of this staff report.

FINDINGS

Conditional Use Permit Criteria – Per CBJ 49.15.330 (e) & (f), Review of Director's & Commission's Determinations, the Director makes the following findings on the proposed development:

1. *Is the application for the requested Conditional Use Permit complete?*

Analysis: No further analysis needed.

Finding: Yes. The application contains the information necessary to conduct full review of the proposed operations. The application submittal by the applicant, including the appropriate fees, substantially conforms to the requirements of CBJ Chapter 49.15.

2. *Is the proposed use appropriate according to the Table of Permissible Uses?*

Analysis: The application is for a cold weather emergency shelter (CBJ 49.80 Assisted living). The use is listed at CBJ 49.25.300, Section 7.200 for the Light Commercial zoning district.

Finding: Yes. The requested permit is appropriate according to the Table of Permissible Uses.

3. *Will the proposed development comply with the other requirements of this chapter?*

Analysis: The proposed project does comply with the other requirements of Title 49 and the CBJ Building and Fire Codes.

Finding: Yes. With the recommended conditions, the proposed development will comply with Title 49, the CBJ Building Code and the CBJ Fire Code.

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

Analysis: This finding hinges on the idea of "materially endanger." "Materially" means "significant or substantial." "Endanger" means "to bring into danger or peril." Since approval, the cold weather emergency shelter has mitigated concerns and promptly responded to complaints from the community or neighbors. The cold weather emergency shelter has maintained communication with neighbors and been available as needed. JPD has no concerns with Resurrection Lutheran Church continuing operations of the cold weather emergency shelter.

Finding: No. With appropriate conditions, the requested permit for a cold weather emergency shelter in a Light Commercial zoning district will not materially endanger the public health or safety.

5. *Will the proposed development substantially decrease the value of or be out of harmony with property in the neighboring area?*

Analysis: CBJ Assessor does not consider proximity to an emergency housing shelter when assessing property.

Finding: No. There is no evidence to suggest that with appropriate conditions, the requested permit for a cold weather emergency shelter in a Light Commercial zoning district will substantially decrease the value of or be out of harmony with the property in the neighboring area.

6. Will the proposed development be in general conformity with the land use plan, thoroughfare plan, or other officially adopted plans?

Analysis: No further analysis needed.

Finding: **Yes.** The proposed cold weather emergency shelter, with the recommended conditions, will be in general conformity with the 2013 Comprehensive Plan.

RECOMMENDATION

Staff recommends the Planning Commission adopt the Director's analysis and findings and APPROVE the requested Conditional Use Permit modification repealing condition #9:

1. This permit will expire on May 1, 2022. (Condition #9).

STAFF REPORT ATTACHMENTS

Item	Description
Attachment A	Application Packet
Attachment B	USE2021 0011 Notice of Decision
Attachment C	USE2021 0011 Staff Report with Attachments
Attachment D	CBJ Contract for a Cold Weather Emergency Shelter
Attachment E	Abutters Notice
Attachment F	Public Notice Sign



DEVELOPMENT PERMIT APPLICATION

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X		April 1, 2009 Date	
X	_____	_____	
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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.

Intake Initials TC
Date Received 4/1/12

Case Number 4922-05



ALLOWABLE/CONDITIONAL USE PERMIT 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.

To be completed by Applicant

PROJECT SUMMARY

Resurrection Lutheran Church (RLC) proposes allocating space within its facility located at 740 W 10th Street to operate the Cold Weather Emergency Shelter (CWES) for the City and Borough of Juneau (CBJ), assuming the contract abrogated by St. Vincent de Paul (SVdP).

TYPE OF ALLOWABLE OR CONDITIONAL USE PERMIT REQUESTED

- Accessory Apartment - Accessory Apartment Application (AAP)
- Use Listed in 49.25.300 - Table of Permissible Uses (USE)

Table of Permissible Uses Category: _____

IS THIS A MODIFICATION or EXTENSION OF AN EXISTING APPROVAL?

YES - Com # USE21-11 NO

UTILITIES PROPOSED

WATER: Public On Site SEWER: Public On Site

SITE AND BUILDING SPECIFICS

Total Area of Lot 10,800 square feet Total Area of Existing Structure(s) 5,034 square feet
 Total Area of Proposed Structure(s) N/A square feet

EXTERNAL LIGHTING

Existing to remain No Yes - Provide fixture information, cutoff sheets, and location of lighting fixtures
 Proposed No Yes - Provide fixture information, cutoff sheets, and location of lighting fixtures

ALL REQUIRED DOCUMENTS ATTACHED

Narrative including:

- Current use of land or building(s)
- Description of project, project site, circulation, traffic etc
- Proposed use of land or building(s)
- How the proposed use complies with the Comprehensive Plan

Plans including:

- Site plan
- Floor plan(s)
- Elevation view of existing and proposed buildings
- Proposed vegetative cover
- Existing and proposed parking areas and proposed traffic circulation
- Existing physical features of the site (e.g.: drainage, habitat, and hazard areas)

If this is a modification or extension include:

- Notice of Decision and case number
- Justification for the modification or extension
- Application submitted at least 30 days before expiration date

DEPARTMENT USE ONLY BELOW THIS LINE

ALLOWABLE/CONDITIONAL USE FEES	Fees	Check No.	Receipt	Date
Application Fee	\$ <u>250</u>			
Admin. of Guarantor	\$ _____			
Adjustment	\$ _____			
Pub. Not. Sign Fee	\$ <u>N/A</u>			
Pub. Not. Sign Deposit	\$ <u>N/A</u>			
Total Fee	\$ <u>250.00</u>			

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.

Case Number	Date Received
<u>USE 22-05</u>	<u>4/11/22</u>

Allowable/Conditional Use Permit Application Instructions

Allowable Use permits are outlined in CBJ 49.15.320, Conditional Use permits are outlined in CBJ 49.15.330

Pre-Application Conference: A pre-application conference is required prior to submitting an application. There is no fee for a pre-application conference. The applicant will meet with City & Borough of Juneau and Agency staff to discuss the proposed development, the permit procedure, and to determine the application fees. To schedule a pre-application conference, please contact the Permit Center at 586-0770 or via e-mail at permits@juneau.org.

Application: An application for an Allowable/Conditional Use Permit will not be accepted by the Community Development Department until it is determined to be complete. The items needed for a complete application are:

1. **Forms:** Completed Allowable/Conditional Use Permit Application and Development Permit Application forms.
2. **Fees:** Fees generally range from \$350 to \$1,600. Any development, work, or use done without a permit issued will be subject to double fees. All fees are subject to change.
3. **Project Narrative:** A detailed narrative describing the project.
4. **Plans:** All plans are to be drawn to scale and clearly show the items listed below:
 - A. Site plan, floor plan and elevation views of existing and proposed structures
 - B. Existing and proposed parking areas, including dimensions of the spaces, aisle width and driveway entrances
 - C. Proposed traffic circulation within the site including access/egress points and traffic control devices
 - D. Existing and proposed lighting (including cut sheets for each type of lighting)
 - E. Existing and proposed vegetation with location, area, height and type of plantings
 - F. Existing physical features of the site (i.e. drainage, eagle trees, hazard areas, salmon streams, wetlands, etc.)

Document Format: All materials submitted as part of an application shall be submitted in either of the following formats:

1. Electronic copies in the following formats: .doc, .txt, .xls, .bmp, .pdf, .jpg, .gif, .xlm, .rtf (other formats may be preapproved by the Community Development Department).
2. Paper copies 11" X 17" or smaller (larger paper size may be preapproved by the Community Development Department).

Application Review & Hearing Procedure: Once the application is determined to be complete, the Community Development Department will initiate the review and scheduling of the application. This process includes:

Review: As part of the review process the Community Development Department will evaluate the application for consistency with all applicable City & Borough of Juneau codes and adopted plans. Depending on unique characteristics of the permit request the application may be required to be reviewed by other municipal boards and committees. During this review period, the Community Development Department also sends all applications out for a 15-day agency review period. Review comments may require the applicant to provide additional information, clarification, or submit modifications/alterations for the proposed project.

Hearing: All Allowable/Conditional Use Permit Applications must be reviewed by the Planning Commission for vote. Once an application has been deemed complete and has been reviewed by all applicable parties the Community Development Department will schedule the requested permit for the next appropriate meeting.

Public Notice Responsibilities: Allowable/Conditional Use requests must be given proper public notice as outlined in CBJ 49.15.230:

The Community Development Department will give notice of the pending Planning Commission meeting and its agenda in the local newspaper a minimum of 10-days prior to the meeting. Furthermore, CDD will mail notices to all property owners within 500-feet of the project site.

The Applicant will post a sign on the site at least 14 days prior to the meeting. The sign shall be visible from a public right-of-way or where determined appropriate by CDD. Signs may be produced by the Community Development Department for a preparation fee of \$50, and a \$100 deposit that will be refunded in full if the sign is returned within seven days of the scheduled hearing date. If the sign is returned between eight and 14 days of the scheduled hearing \$50 may be refunded. The Applicant may make and erect their own sign. Please contact the Community Development Department for more information.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Allowable / Conditional Use Permit Application Extension Narrative

Project

Resurrection Lutheran Church (RLC) proposes an extension of Conditional Use Permit NOD USE2021 0011 granted November 15, 2021 by the City and Borough of Juneau (CBJ) Planning Commission (PC) ("CUP" - attached), incorporating a November 2, 2021 memorandum from Allison Eddins, Community Development, to the CBJ Planning Commission regarding USE2021 0011 ("CD CUP Memorandum" - attached), allocating space within its facility located at 740 W 10th Street to operate the Cold Weather Emergency Shelter (CWES) for the CBJ under CBJ PO # 114413 ("PO" - attached) for CBJ Contract MR 220-198 ("Contract" - attached).

Narrative

RLC has been in Juneau since 1926. It has a long and proud history of serving those in need in Juneau and Southeast Alaska, including multiple generations. It is a member of Love INC, Southeast Alaska Food Bank, the Juneau Suicide Prevention Coalition, Family Promise and regularly participates in the Juneau Coalition on Housing and Homelessness and Collaborated Efforts meetings. The Resurrection Quilters donate their handcrafted quilts to those in need locally in Juneau and worldwide. While many churches closed during the COVID-19 pandemic, RLC actually stepped up its operations. The church was one of several churches to open a Safe Space for Schooling (RLC SSS) program to support students attending Zoom classes and was recognized by Juneau School District and its superintendent. NAMI Juneau and the Suicide Prevention Coalition recognized our RLC SSS Program Supervisor, Clarice Bethers, for exceptional work helping children in the community. In order to accommodate the RLC SSS program, the Downstairs Hall (where RLC operates the CWES) was renovated. RLC also expanded its weekly food pantry to allow patrons to continue to choose their own foods and receive other donated items. Last Fall, when St. Vincent de Paul decided not to complete the last two years of its CWES contract with the CBJ, the church stepped up when it realized there were no other alternatives for the city's homeless individuals.

Current Use of the Facility

In addition to weekly worship services and the CWES since November 15, 2021, RLC operates the largest food pantry in Juneau feeding 150 to 200 individuals and families each week, where it operates a secondhand clothing outlet with donations from St. Vincent de Paul, congregation members, and the community. In addition to addiction and self-help groups, RLC hosts many of Juneau's performing arts organizations who rehearse and perform at RLC, including the Juneau String Ensembles. RLC's Juneau Live!™ community access outreach program (focusing on isolated and marginalized people in Juneau) is in its second season with twelve bi-weekly television shows on its YouTube channel, JuneauLive, and a weekly radio show on KINY. Juneau Live! regular shows include Juneau Eats! (How to get and prepare free food) hosted by Chris Schapp, manager of SE Alaska Food Bank, Sarah Lewis, Associate Professor of Extension Health, Home, Family & Community Development Program UAF Cooperative Extension Service Juneau & Sitka Districts of Southeast Alaska, Audra Henderson, Nutrition Educator, UAF Cooperative Extension Service: Juneau Sleeps... (Finding shelter on the road to your home) hosted by Roy Anderson, Housing Manager, St. Vincent de Paul; Sandy and Friends Jam for Wildflower Court (and you!) hosted by

Mike Truax and others; Alaska Music One Presents (Showcasing local Juneau musical talent) hosted by Riley Woodford; Into the Arts (Assisting viewers to participate in the arts) hosted by Melissa McCormick and sponsored by Juneau Arts and Humanities Council; How Do You Think (Living and thriving with brain injuries and other defects) hosted by Laura Rorem, Secretary, Board of Directors JAMHI Health & Wellness and Tamara Walter Executive Director TBI Resource Foundation. Additionally, the Juneau Live! Studio has hosted numerous community organization event broadcasts, including Polaris House, SE Alaska Scouts Pinewood Derby, Theatre Alaska, JAMM, Juneau Jazz & Classics, Juneau String Ensembles, Thrush Hill Music and the Alaska Folk Festival. In just the last year, the Juneau Live! YouTube channel (<https://www.youtube.com/c/JuneauLive>) has had over 10,000 views, over 150 subscribers, and produced and broadcast more than 500 hours of professional, high-quality, Juneau-community access programming using a volunteer production staff and crew at no cost to sponsoring organizations. Juneau Live! has also hosted two Scouts Pinewood Derbies, Polaris House, Alaska Folk Festival, Theater Alaska, and Juneau Jazz and Classics. RLC is currently sponsoring a scout troop.

Extension of the Current CUP

Since being granted the CUP by the PC, RC has operated the CWES (aka the RLC Warming Shelter):

- Opened on November 15, 2021, as per the Contract. Operated continuously (except 11/16/21), due to extreme weather conditions and exceptionally high patronage.
- Has had NO negative feedback from community or neighbors (worked with next door neighbor to resolve all issues). Church members, management, staff and patrons have ALL worked diligently to minimize shelter impact on community.
- After initial startup, patron usage has generally been at capacity to date (closing due on April 15th). Only two cases of COVID-19 were verified in shelter (both traced to other shelters).
- Other than one staff member who left in first couple of weeks (for family reasons), the six staff members have remained onboard throughout the entire season and have indicated their desire to return next season.
- The RLC Warming Shelter has received praise and support from other social service agencies and its neighbors (including those who opposed the CUP such as First National Bank of Alaska and Harborview Elementary School).

Plans to File New Conditional Use Permit

In light of its successful operation of the CWES, RLC plans to file a new Conditional Use Permit requesting that the operation of the CWES be governed by the terms of the PO and Contract negotiated between itself and the CBJ, which will respectfully request the removal of conditions 1 through 8 in the extension of the CUP as having been met and/or be subject to the terms of the CBJ PO and Contract, and the removal of conditions 1 through 3 in the CD CUP Memorandum as having been met. RLC expects to file for this permit in June 2022.

Impact on Parking

RLC has three parking places and one ADA parking place at the church building, and a separate lot at the corner of 10th and D Streets (approximately 15 parking places). Occasional visits by

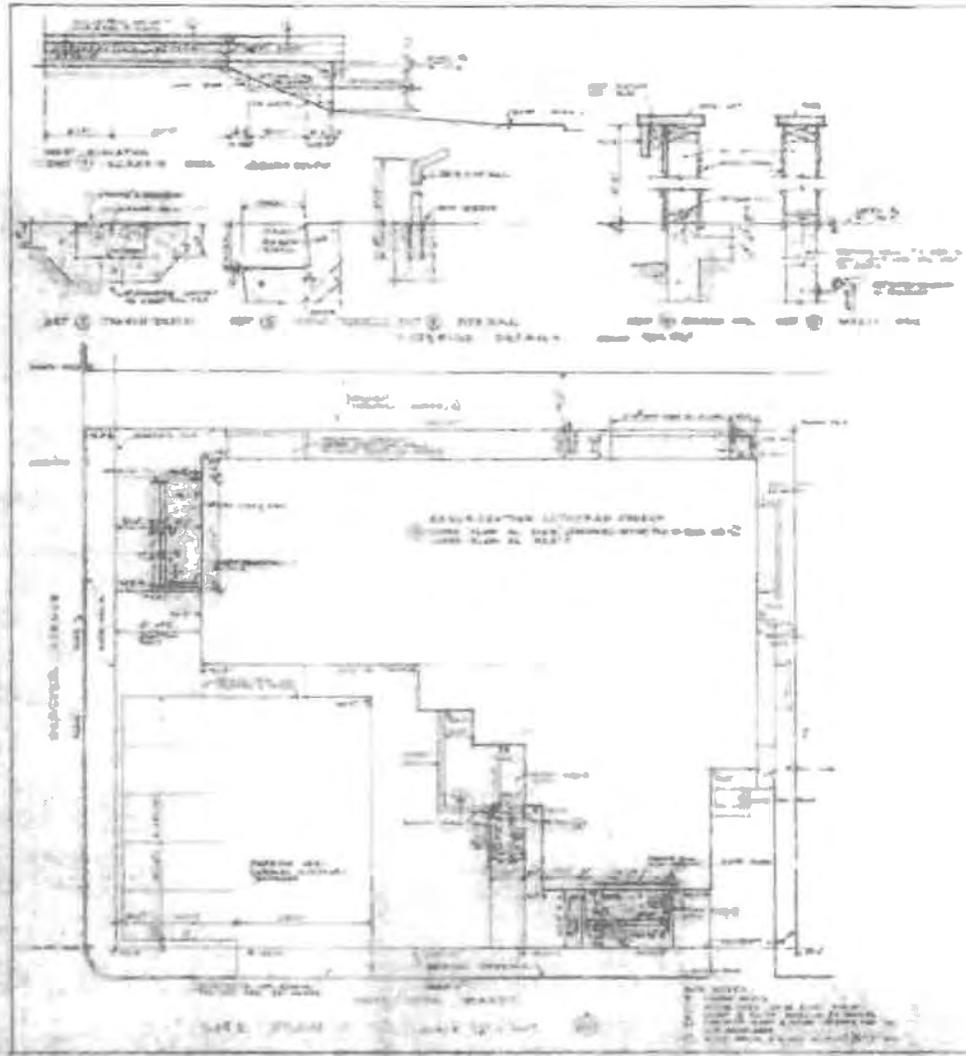
Juneau Police Department (JPD) and Capital City Fire and Rescue (CCFR) vehicles have been accommodated at the existing church lot. As patrons rarely have vehicles, existing parking has been sufficient for CWES staff and other operations, and there has been no adverse impact on street parking.

Impact on Traffic

There has not been any impact on traffic from CWES operations.



Attachment A - Application Packet



PLAN NO. 1

A 1. LAYOUT OF CHURCH

A 2. LAYOUT OF SANCTUARY

A 3. LAYOUT OF NARTEX

A 4. LAYOUT OF OFFICE

A 5. LAYOUT OF RESTROOM

A 6. LAYOUT OF STORAGE

A 7. LAYOUT OF MECHANICAL

A 8. LAYOUT OF ELECTRICAL

A 9. LAYOUT OF PLUMBING

A 10. LAYOUT OF FINISH

A 11. LAYOUT OF LANDSCAPE

MATERIALS:

M 1. CONCRETE

M 2. BRICK

M 3. STONE

M 4. WOOD

M 5. METAL

M 6. GLASS

M 7. PAINT

M 8. CARPET

M 9. FLOORING

M 10. CEILING

M 11. LIGHTING

M 12. SOUNDING

M 13. HEATING

M 14. COOLING

M 15. VENTILATION

GENERAL NOTES:

1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

2. ALL MATERIALS TO BE USED SHALL BE OF THE BEST QUALITY AND SHALL BE APPROVED BY THE ARCHITECT.

3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING CODES AND SPECIFICATIONS.

4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE AND SPECIFICATIONS.

5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL MECHANICAL CODES AND SPECIFICATIONS.

6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL PLUMBING CODES AND SPECIFICATIONS.

7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL PAINTING AND DECORATING CODES AND SPECIFICATIONS.

8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL CARPETING AND FLOORING CODES AND SPECIFICATIONS.

9. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL CEILING CODES AND SPECIFICATIONS.

10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL LIGHTING CODES AND SPECIFICATIONS.

11. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL SOUNDING CODES AND SPECIFICATIONS.

12. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL HEATING CODES AND SPECIFICATIONS.

13. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL COOLING CODES AND SPECIFICATIONS.

14. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL VENTILATION CODES AND SPECIFICATIONS.

ALTERNATE NOTES:

1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

2. ALL MATERIALS TO BE USED SHALL BE OF THE BEST QUALITY AND SHALL BE APPROVED BY THE ARCHITECT.

3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING CODES AND SPECIFICATIONS.

4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE AND SPECIFICATIONS.

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RESURRECTION LUTHERAN CHURCH

CHURCH RECORDS



STANDARD

RESURRECTION LUTHERAN CHURCH

CHURCH RECORDS

CHURCH OFFICE

Attachment A - Application Packet

Resurrection Lutheran Church
Case No. : USE2021 0011
November 15, 2021
Page 2 of 2

6. The shelter facility can operate from November 1 to May 1.
7. When the shelter facility is operating there must be a minimum of two (2) staff present at all times.
8. The shelter facility will provide a contact number to the surrounding neighbors that will be actively answered during operating hours. The intent of this condition is to provide a way for shelter staff to respond to issues as they arise in the area.
9. This permit will expire on May 1, 2022.

Attachments: November 2, 2021 memorandum from Allison Eddins, Community Development, to the CBJ Planning Commission regarding USE2021 0011.

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

This Notice of Decision constitutes a final decision of the CBJ Planning Commission. Appeals must be brought to the CBJ Assembly in accordance with CBJ 01.50.030. Appeals must be filed by 4:30 P.M. on the day twenty days from the date the decision is filed with the City Clerk, pursuant to CBJ 01.50.030 (c). Any action by the applicant in reliance on the decision of the Planning Commission shall be at the risk that the decision may be reversed on appeal (CBJ 49.20.120).

Effective Date: The permit is effective upon approval by the Commission, November 9, 2021.

Expiration Date: The permit will expire on May 1, 2022.



Michael LeVine, Chair
Planning Commission

November 18, 2021

Date



Filed With City Clerk

November 19, 2021

Date

cc: Plan Review

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



**PLANNING COMMISSION STAFF REPORT
 CONDITIONAL USE PERMIT USE2021 0011
 HEARING DATE: NOVEMBER 9, 2021**

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

DATE: November 2, 2021
TO: Michael LeVine, Chair, Planning Commission
BY: Allison Eddins, Planner II *A Eddins*
THROUGH: Jill Maclean, Director, AICP

PROPOSAL: Applicant requests a Conditional Use Permit to operate an emergency cold weather shelter at Resurrection Lutheran Church

STAFF RECOMMENDATION: Approval with conditions.

KEY CONSIDERATIONS FOR REVIEW:

- An emergency shelter is a permissible use in the Light Commercial zoning district.
- Church staff have experience managing shelters in Juneau and San Francisco.
- JPD and CBJ staff will work closely with shelter to mitigate off-site impacts.

GENERAL INFORMATION

Property Owner	Resurrection Lutheran Church
Applicant	Resurrection Lutheran Church
Property Address	740 W 10 th Street
Legal Description	Casey Shattuck Block 226 Lots 6, 7, & 8
Parcel Number	1C060C260060
Zoning	Light Commercial (LC)
Land Use Designation	Commercial (C)
Lot Size	10,800 square feet
Water/Sewer	City water and sewer
Access	W 10 th Street
Existing Land Use	Church
Associated Applications	N/A

The Commission shall hear and decide the case per 49.15.330(a) Conditional Use Permit. A conditional use is a use that may or may not be appropriate in a particular zoning district according to the character, intensity, or size of that or surrounding uses. The conditional use permit procedure is intended to afford the commission the flexibility necessary to make determinations appropriate to individual sites. The commission may attach to the permit those conditions listed in subsection (g) of this section as well as any further conditions necessary to mitigate external adverse impacts. If the commission determines that these impacts cannot be satisfactorily overcome, the permit shall be denied.

ALTERNATIVE ACTIONS:

1. **Amend:** require additional conditions, or delete or modify the recommended conditions.
2. **Deny:** deny the permit and adopt new findings for items 1-6 below that support the denial.
3. **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:
 - o 49.15.330
 - o 49.80

SITE FEATURES AND ZONING



SURROUNDING ZONING AND LAND USES

North (D5)	Residential
South (LC)	Residential
East (D5)	Residential
West (LC)	Commercial

SITE FEATURES

Anadromous	None
Flood Zone	Zone X, area of minimal risk
Hazard	None known
Hillside	None
Wetlands	None
Parking District	No
Historic District	Casey Shattuck Historic Neighborhood
Overlay Districts	Downtown Juneau ADOD

AGENCY COMMENTS

Name, Title	Comment Summary
Scott Ciambor, CBJ Housing Officer	Working with shelter managers to ensure the project runs effectively.
Charlie Ford, Chief Building Inspector	Church is structurally sound. Recommending the installation of smoke detectors.
Ed Mercer, Juneau Police Chief	Working with shelter managers to coordinate public safety efforts.
Dan Jager, Fire Marshal	Recommending the installation of smoke detectors.

PUBLIC COMMENTS

<p>CDD conducted a public comment period between October 19, 2021 and November 1, 2021. Property owners within 500 feet of the proposed shelter site were mailed an abutters' notice with instruction on how to comment. A public notice sign was posted on site two weeks prior to the November 9, 2021 public hearing. Resurrection Lutheran Church hosted a neighborhood meeting on Wednesday, October 27, 2021. The meeting was held in the church sanctuary and was a hybrid of virtual and in person. Public comments submitted at the time of writing this staff report can be found in Attachment C.</p>		
Name	Comment Summary	Type of Comment
Judy and Jay Crondahl, Parkshore Condo residents	No objection. Welcome the cold weather emergency shelter (CWES) into the neighborhood.	Email to pc_comments@juneau.org

Barbara Frank, Parkshore Condo resident	No objection. Applauds the church's efforts.	Email to pc_comments@juneau.org
Renee Guerin, Parkshore Condo resident	No objection. In favor of the CWES in her neighborhood.	Email to pc_comments@juneau.org
Jetta Whittaker, Flats resident	No objection. Believes Resurrection Lutheran Church will manage the CWES with compassion and efficiently.	Email to pc_comments@juneau.org
Will Ellis, Parkshore Condo resident	Anticipates increased crimes of opportunity. CWES should be located in an area with a greater police presence.	Email to pc_comments@juneau.org
Bobby Lee, Parkshore Condo resident	No objection. Encourages shelter at this location. Church has experience with people who may use the shelter.	Email to pc_comments@juneau.org
Rob Steedle, Flats resident	No objection. The church is an appropriate location for a CWES. Has not seen negative impacts of the food pantry operated at the church.	Email to pc_comments@juneau.org
Tom Sullivan, First National Bank Manager	Concerned about the close proximity to the ATM and after hours deposit box. Concern for bank customers' safety.	October 27, 2021 neighborhood meeting
Miguel Rohrbacher, Flats resident and direct neighbor	Concerned about shelter staff capacity and the likelihood that a shelter may operate at this location year-round.	October 27, 2021 neighborhood meeting
Emily Kane, Juneau resident	No objection. Supports the warming shelter.	Email to pc_comments@juneau.org
Betsy Lawer, Board Chair and CEO of First National Bank	Concerned about CBJ's lack of a comprehensive plan to address homelessness, the safety of bank customers and employees and the likelihood of vandalism.	Email to pc_comments@juneau.org

BACKGROUND INFORMATION

CBJ Land Use Code (Title 49) – A CWES is considered an "assisted living facility". This is a permissible use in the Light Commercial (LC) zoning district with an approved Conditional Use Permit.

CBJ 49.80 Definitions.

Assisted Living means a facility providing housing and institutional care for people unable to live independently or without assistance. Assisted living includes facilities that provide nursing care services and emergency shelter. Assisted living use that occurs within a single-family dwelling is regulated as a single-family dwelling use.

ANALYSIS

Project Description – Resurrection Lutheran Church is proposing to operate a CWES at 740 W 10th Street. The shelter will primarily serve homeless adults who cannot participate at the Glory Hall or AWARE shelters. Entry to these shelters is typically denied due to intoxication. The CWES is contractually obligated to operate from 11:00 P.M. to 6:30 A.M. November 15 to April 15 on nights when the predicted temperature is 32 degrees or below. These are the minimum requirements. The contract does allow for flexibility on the hours and days of operation. Depending on need and staff availability, the shelter may open early and on days when temperatures are above freezing. Illuminated signs will be posted at the church, City Hall, the Downtown Transit Center, in the Valley, and Lemon Creek letting patrons know when the shelter is open.

The shelter will be managed by Pastor Karen Perkins and Mr. Bradley Perkins. Pastor Perkins has over 25 years of experience operating shelters in San Francisco and Juneau. Mr. Perkins recently served as the General Manager of St. Vincent de Paul and managed the Juneau CWES for the past three years.

Project Design – The church is proposing to run the shelter out of the church social hall. The space is approximately 2,000 square feet providing space for 28 sleeping areas in addition to two restrooms, and a commercial kitchen. Each sleeping area will have a single cot, space for personal belongings and a privacy partition. Sleeping areas will be spread out as a COVID precaution, and COVID testing will be available with assistance from Capital City Fire and Rescue (CCFR). The space has an emergency exit and a manual fire alarm. The CCFR Fire Marshal has requested that smoke detectors be installed in the sleeping area and in the restrooms.

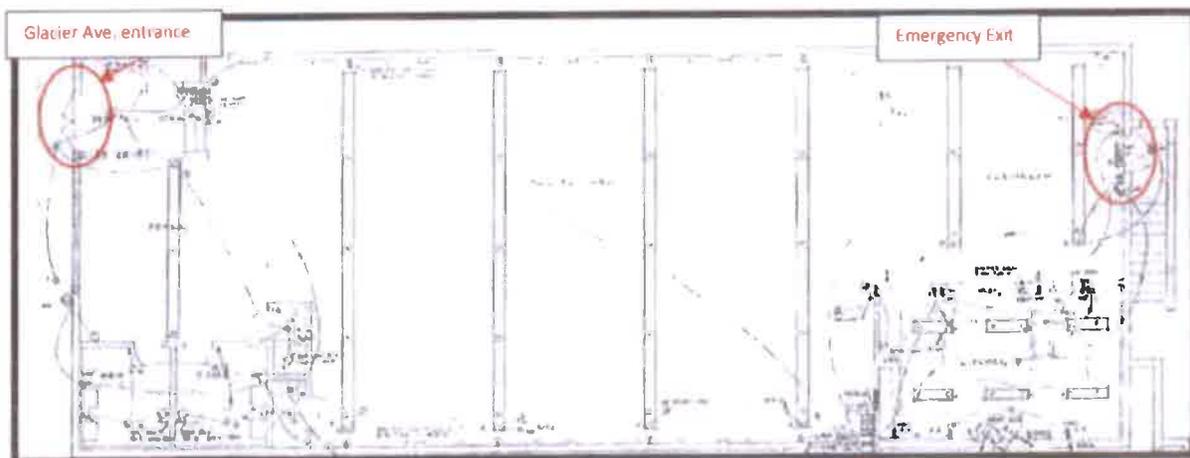


Figure 1: Floor plan of proposed shelter space

Condition #1: Prior to opening the facility, smoke detectors must be installed in the sleeping area and in each of the church restrooms used by the shelter.



Figure 3: Shelter entrance w/ public notice sign at the corner of Glacier Ave and the alley

All CWES patrons will enter and exit the facility through the Glacier Avenue entrance that is pictured above. Up until recently, the church owned the lot and single-family home next door. The lot is fenced in and was used as a playground for the church daycare. The church sold the property this summer and is currently in communications with the new owners to reconstruct and relocate the fence entirely onto the private property. The social hall does have one emergency exit and this exit leads directly into the private yard next door. The property owners are concerned that patrons will use the exit to leave and re-enter the facility throughout the night. This is a valid concern considering the emergency exit door is currently not alarmed. Church staff has spoken with CBJ staff and the concerned neighbor about installing an alarm on the emergency exit door to help ensure that it is only used in an emergency situation. This is recommended as a condition of approval.



Condition #2: Prior to opening the facility, an alarm must be installed on the emergency exit door in the CWES sleep area.

The CWES will operate as a shelter of last resort for patrons who are not permitted to sleep at the Glory Hall or AWARE. This is usually due to intoxication. The CWES will permit intoxicated patrons, but will not allow violent patrons to enter. Upon encountering a violent person, shelter staff will call JPD to deal with the individual. In the past, operators of the CWES have worked closely with CBJ staff and JPD to maximize the health and safety of the patrons and minimize impacts to neighbors. Patrons will be provided with a hot meal before bed, and breakfast in the morning.

Project Site – Resurrection Lutheran Church is located on the northeast corner of W. 10th Street and Glacier Avenue in the Flats neighborhood. The church is located a short distance from multiple bus stops and the downtown fire station. It is located near Harborview Elementary School, First National Bank, downtown businesses, and residences.

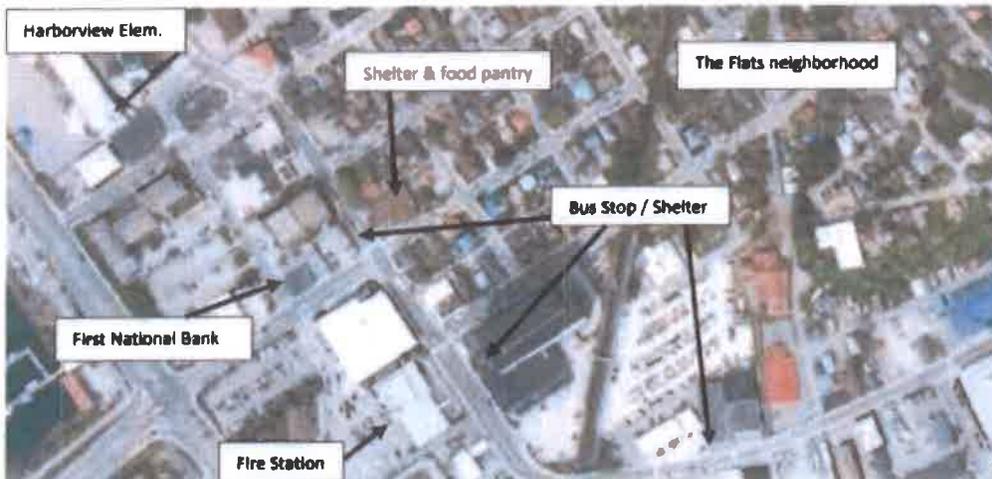


Figure 2: Aerial image and surrounding uses

CBJ staff and CWES staff will coordinate efforts to ensure the CWES patrons are safely moved to another shelter location after the CWES shelter closes in the morning. JPD will increase patrols in the area before and during shelter hours, and if needed, officers will help patrons up and out in the morning. CWES staff will provide patrons with bus tokens or cab fare in the morning. Patrons will be encouraged to head to the Glory Hall campus where they will find food and shelter amenities like showers and laundry facilities. Depending on availability, the CWES staff may be able to transport patrons to the Glory Hall in a passenger van leased from St. Vincent de Paul.

The church intends to contract with a cleaning service to sanitize the sleeping space after every use, and to clean up litter and other debris that may accumulate around the site. The church acknowledges that open and frequent communication with the neighbors will be key to the shelter's success at this location and plans to use social media as the primary communication tool.

Traffic – According to CBJ 49.40.300(a)(2), a traffic impact analysis is not required for a project that generates less than 250 average daily trips (ADT). The table below illustrates the estimated ADT based on the Institute of Transportation Engineers *Trip Generation Manual*. Based on the CWES operations of previous years, the only anticipated traffic will be from CWES staff and JPD and CCFR vehicles.

Use	Metric	Trips Generated	Total Trips
Assisted Living	per bed	2.6 trips	73
Total ADTs:			73

Condition: None recommended.

Vehicle Parking & Circulation – The church provides 18 parking spaces and one ADA space. The church does not have a parking requirement since it was constructed in the 1950s, and pre-dates minimum parking requirements. However, the Americans with Disabilities Act does require the church to meet the ADA parking requirement of one space. According to CBJ 49.40, 11 off-street parking spaces are required for the assisted living facility including one ADA space. CBJ 49.40 allows for joint use parking when daytime and nocturnal uses occupy the same or adjacent buildings. This allows the church and the CWES to share the one ADA space. No additional parking is required.

Use	Metric	Spaces Required	Total Spaces
Assisted Living	per bed	0.4 spaces per bed	11
Total Parking Requirement:			11
Off-Street Loading Spaces Required:			0
ADA Accessible Spaces Required:			1

Condition: None recommended.

Proximity to Transit and Non-motorized Transportation – The majority of CWES patrons depend on transit and walking to get around. The church is located within walking distance of numerous bus stops and is on the transit line that serves the Glory Hall neighborhood. The area around the church has well developed pedestrian infrastructure with 5-foot wide sidewalks along both sides of the surrounding right-of-ways.

Condition: None recommended.

Noise – The church is located along a major commercial corridor that abuts a residential neighborhood. Patrons will not be allowed to be disruptive inside or outside of the church. Any noise disruptions will be addressed swiftly, first by CWES or church staff, and if necessary, by JPD.

Condition: None recommended.

Lighting – The church has lights installed along the exterior perimeter of the site. The right-of-ways around the church, including the alley, have streetlights. All exterior lights are required to be full cut-off so as not to produce glare onto surrounding properties. Based on need, new lights may be added.

Condition #3: If new exterior lights are added to the church building, a lighting plan illustrating location and type of exterior light shall be provided to the Community Development Department.

Public Health, Safety, and Welfare – The following paragraphs were taken from the staff report written by Planner Gallion for the Conditional Use Permit for the new Glory Hall facility (USE2020 0008):

It is difficult to procure reliable statistics on crime in the area of Emergency Housing Shelters. Whatever your position, you can find the statistics to bear it out. The Juneau Police Department does not keep statistics on crimes involving people experiencing homelessness. This mindful decision on their part mitigates classism in law enforcement. A victim is a victim, and a perpetrator is a perpetrator, regardless of their socioeconomic conditions.

A survey of literature indicates agreement that the crimes associated with homelessness tend to be nuisance crimes, among them panhandling, loitering, trespass, shoplifting, and public intoxication. Some such crimes can be mitigated through Emergency Housing Shelter accommodations. For instance, day shelter operations can reduce loitering complaints. Note that while an Emergency Housing Shelter might establish "good neighbor" rules aiming to reduce impacts on neighbors, such rules can run afoul of the Fair Housing Act (Title VIII of the Civil Rights Act). Good neighbor rules cannot set terms, conditions or privileges for the provision of housing that would not apply to a citizen at large. For instance, you cannot deny housing to an individual if they go to an establishment (say, a neighboring bar) that the rest of the population can go to without jeopardizing their housing. Another example might regard loitering. If the population at large may stand in front of a downtown business, a shelter patron cannot be denied housing for doing just that.

Another challenge for neighbors is untreated mental illness. An individual cannot be forced into treatment unless a danger to themselves or others, or unable to function independently. While a social worker can convince someone to go in for a mental health evaluation, and JPD can compel someone to go in, neither can force a mental health hold. A mental health professional must make that determination, and have approval of a judge [AS 47.30.700]. The length of an involuntary hold is narrowly tailored in favor of the individual's civil liberties. A 1975 Supreme Court ruling (O'Connor v. Donaldson) had established standards for involuntary committal. There was another landmark case in 1987 helped establish the stringent standards for involuntary committal that we have today.

The public has expressed concerns about the CWES in the neighborhood. CWES managers and CBJ staff are aware of these concerns. Chief Mercer and Deputy Chief Campbell with JPD have spoken with the CWES managers and are confident that the CWES can be effectively managed. Open and frequent communication with the public will be key to the CWES's success in this location. Social media will be the primary method of communication.

As mentioned previously, the church will install cameras along the perimeter of the building and these cameras

will be monitored in real time by CWES staff during operating hours. The church will also contract with a cleaning service to clean up any litter or debris that is left outside.

The structure has been inspected by the CBJ Building Official and Fire Marshal. The structure has been found to be safe for human occupation. The Fire Marshal is requesting that smoke detectors be installed in the sleeping area and restrooms. Staff is recommending that as Condition #1.

Staff anticipates the general welfare and safety of the CWES patrons to increase once the CWES is operational.

Condition: None recommended.

Property Value or Neighborhood Harmony – CBJ and the CWES managers are committed to working with and communicating frequently with the neighborhood businesses and residents. Some have expressed concern that property crime, theft, and robbery may increase with the CWES opening. JPD has been and will continue to be in communication with the CWES managers to address any criminal or neighborhood disturbance issues. Staff does anticipate calls from the neighborhood to JPD to increase once the CWES is open. Staff anticipates increase police patrols in the neighborhood.

CBJ's Assessor's Office does not consider proximity to Emergency Housing Shelters in property assessments. Locating the shelter in the area cannot be assumed to have negative impacts on property values.

Condition: None recommended.

CONFORMITY WITH ADOPTED PLANS

PLAN	Chapter	Page No.	Item	Summary
2013 Comprehensive Plan	4	36	Policy 4.1	To facilitate the provision and maintenance of safe, sanitary, and affordable housing for CBJ Residents.
	4	36	4.1 – SOP 1	Fund, or assist in securing funding for, emergency shelters, transitional housing, permanent supportive housing, and appropriate supportive services for people who are homeless or near homeless or rent overburdened, particularly families and unaccompanied youth, and an increasing aging population.
	4	37	4.1 – IA7	Facilitate the provision of special needs and adaptive housing and supportive services in residential neighborhoods that are readily accessible to public transit, shopping, public amenities, and supportive services.
	13	213	Policy 13.3	To promote quality medical and social services in the CBJ to ensure the safety, health, well-being, and self-sufficiency of its residents.

PLAN	Chapter	Page No.	Item	Summary
	13	213	13.3 SOP1	Provide public funds for programs for the indigent and for high-risk groups such as youth, the elderly, disabled persons, and homeless persons and families.
	13	213	13.3 – IA3	Provide transportation assistance to homeless clients, including high school students, to support transport for job search efforts, to shelter, and for medical and social service care.

Note that Juneau's Housing Action Plan (2016) focus was "workforce housing" rather than homelessness.

FINDINGS

Conditional Use Permit Criteria – Per CBJ 49.15.330 (e) & (f), Review of Director's & Commission's Determinations, the Director makes the following findings on the proposed development:

1. *Is the application for the requested Conditional Use Permit complete?*

Analysis: No further analysis needed.

Finding: Yes. The application contains the information necessary to conduct full review of the proposed operations. The application submittal by the applicant, including the appropriate fees, substantially conforms to the requirements of CBJ Chapter 49.15.

2. *Is the proposed use appropriate according to the Table of Permissible Uses?*

Analysis: The application is for a Cold Weather Emergency Shelter (CBJ 49.80 *Assisted living*). The use is listed at CBJ 49.25.300, Section 7.200 for the Light Commercial zoning district.

Finding: Yes. The requested permit is appropriate according to the Table of Permissible Uses.

3. *Will the proposed development comply with the other requirements of this chapter?*

Analysis: The proposed project does comply with the other requirements of Title 49 and the CBJ Building and Fire Code.

Finding: Yes. With the recommended conditions, the proposed development will comply with Title 49, the CBJ Building Code and the CBJ Fire Code.

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

Analysis: This finding hinges on the idea of "materially endanger." "Materially" means "significant or substantial." "Endanger" means "to bring into danger or peril."

Staff does anticipate the number of police interactions in the neighborhood to increase. The number of police patrols in the neighborhood is expected to increase. It is anticipated that the safety and welfare of the CWES users will increase.

Finding: No. With appropriate conditions, the requested permit for a CWES in a Light Commercial zoning district will not materially endanger the public health or safety.

5. Will the proposed development substantially decrease the value of or be out of harmony with property in the neighboring area?

Analysis: CBJ Assessor does not consider proximity to an emergency housing shelter when assessing property.

Finding: No. There is no evidence to suggest that with appropriate conditions, the requested permit for a CWES in a Light Commercial zoning district will substantially decrease the value of or be out of harmony with the property in the neighboring area.

6. Will the proposed development be in general conformity with the land use plan, thoroughfare plan, or other officially adopted plans?

Analysis: No further analysis needed.

Finding: Yes. The proposed cold weather emergency shelter, with the recommended conditions, will be in general conformity with the 2013 CBJ Comprehensive Plan.

RECOMMENDATION

Staff recommends the Planning Commission adopt the Director's analysis and findings and APPROVE the requested Conditional Use Permit. The permit would allow the development of a cold weather emergency shelter to be located at Resurrection Lutheran Church.

The approval is subject to the following conditions:

1. Prior to opening the facility, smoke detectors must be installed in the sleeping area and in each of shelter restrooms.
2. Prior to opening the facility, an alarm must be installed on the emergency exit door in the cold weather emergency shelter sleep area.
3. If new exterior lights are added to the church building, a lighting plan illustrating location and type of exterior light shall be provided to the Community Development Department.

STAFF REPORT ATTACHMENTS

Item	Description
Attachment A	Application Packet
Attachment B	Agency Comment
Attachment C	Public Comments
Attachment D	Abutters Notice

Attachment A - Application Packet



JUNEAU DEVELOPMENT PERMIT APPLICATION

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

To be completed by Applicant	PROPERTY LOCATION		
	Physical Address 740 W 10th Street, Juneau, AK, 99801		
	Legal Description(s) (Subdivision, Survey, Block, Tract, Lot) Casey Shattuck Bl. 226 Lots 6, 7 & 8		
	Parcel Number(s) 1CDU00260060		
	<input type="checkbox"/> This property located in the downtown historic district		
	<input type="checkbox"/> This property located in a mapped hazard area, if so, which _____		
	LANDOWNER/ LESSEE		
	Property Owner Resurrection Lutheran Church	Contact Person Bradley Perkins	Phone Number(s) 808-782-5795
	Mailing Address 740 W 10th Street, Juneau, AK, 99801	E-mail Address producer@juneaulive.org	
	LANDOWNER/ LESSEE CONSENT <small>Required for Planning Permits, not needed on Building/ Engineering Permits</small>		
I am (we are) the owner(s) or lessee(s) of the property subject to this application and I (we) consent, as follows: A. This application for a land use or activity review for development on my (our) property is made with my complete understanding and permission. B. I (we) grant permission for officials and employees of the City and Borough of Juneau to inspect my (our) property as needed for purposes of this application.			
X		October 15, 2021 Date	
X	_____	_____	
NOTICE: The City and Borough of Juneau staff may need access to the subject property during regular business hours and will attempt to contact the landowner in addition to the formal consent given above. Further, members of the Planning Commission may visit the property before the scheduled public hearing date.			
APPLICANT <small>if the same as OWNER, write "SAME"</small>			
Applicant SAME	Contact Person	Phone Number(s)	
Mailing Address	E-mail Address		
X		October 15, 2021 Date of Application	

DEPARTMENT USE ONLY BELOW THIS LINE

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.

Intake Initials ANE
Case Number USE21-11
Date Received 10/15/21

Attachment A - Application Packet



ALLOWABLE/CONDITIONAL USE PERMIT 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.

To be completed by Applicant

PROJECT SUMMARY
Cold Weather Emergency Shelter

TYPE OF ALLOWABLE OR CONDITIONAL USE PERMIT REQUESTED
 Accessory Apartment - Accessory Apartment Application (AAP)
 Use Listed in 49.25.300 - Table of Permissible Uses (USE)
 Table of Permissible Uses Category: 7.2 - Assisted Living (Emergency Shelter)

IS THIS A MODIFICATION or EXTENSION OF AN EXISTING APPROVAL? YES - Case # _____ NO

UTILITIES PROPOSED WATER: Public On Site SEWER: Public On Site

SITE AND BUILDING SPECIFICS
 Total Area of Lot 10,800 square feet Total Area of Existing Structure(s) 5,034 square feet
 Total Area of Proposed Structure(s) _____ square feet

EXTERNAL LIGHTING
 Existing to remain No Yes - Provide fixture information, cutoff sheets, and location of lighting fixtures
 Proposed No Yes - Provide fixture information, cutoff sheets, and location of lighting fixtures

ALL REQUIRED DOCUMENTS ATTACHED

Narrative including:
 Current use of land or building(s)
 Description of project, project site, circulation, traffic etc.
 Proposed use of land or building(s)
 How the proposed use complies with the Comprehensive Plan

Plans including:
 Site plan
 Floor plan(s)
 Elevation view of existing and proposed buildings
 Proposed vegetative cover
 Existing and proposed parking areas and proposed traffic circulation
 Existing physical features of the site (e.g.: drainage, habitat, and hazard areas)

If this is a modification or extension include:
 Notice of Decision and case number
 Justification for the modification or extension
 Application submitted at least 30 days before expiration date

DEPARTMENT USE ONLY BELOW THIS LINE

ALLOWABLE/CONDITIONAL USE FEES			
Fees	Check No.	Receipt	Date
Application Fees	\$ 500 ⁰⁰		
Admin. of Guarantee	\$ _____		
Adjustment	\$ _____		
Pub. Not. Sign Fee	\$ 50 ⁰⁰		
Pub. Not. Sign Deposit	\$ 100 ⁰⁰		
Total Fee	\$ 650⁰⁰		

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.

Case Number

Use 21-11

Date Received

10/15/21

Attachment A - Application Packet

Allowable/Conditional Use Permit Application Instructions

Allowable Use permits are outlined in CBJ 49.15.320, Conditional Use permits are outline in CBJ 49.15.330

Pre-Application Conference: A pre-application conference is required prior to submitting an application. There is no fee for a pre-application conference. The applicant will meet with City & Borough of Juneau and Agency staff to discuss the proposed development, the permit procedure, and to determine the application fees. To schedule a pre-application conference, please contact the Permit Center at 586-0770 or via e-mail at permits@juneau.org.

Application: An application for an Allowable/Conditional Use Permit will not be accepted by the Community Development Department until it is determined to be complete. The items needed for a complete application are:

1. **Forms:** Completed Allowable/Conditional Use Permit Application and Development Permit Application forms.
2. **Fees:** Fees generally range from \$350 to \$1,600. Any development, work, or use done without a permit issued will be subject to double fees. All fees are subject to change.
3. **Project Narrative:** A detailed narrative describing the project.
4. **Plans:** All plans are to be drawn to scale and clearly show the items listed below:
 - A. Site plan, floor plan and elevation views of existing and proposed structures
 - B. Existing and proposed parking areas, including dimensions of the spaces, aisle width and driveway entrances
 - C. Proposed traffic circulation within the site including access/egress points and traffic control devices
 - D. Existing and proposed lighting (including cut sheets for each type of lighting)
 - E. Existing and proposed vegetation with location, area, height and type of plantings
 - F. Existing physical features of the site (i.e. drainage, eagle trees, hazard areas, salmon streams, wetlands, etc.)

Document Format: All materials submitted as part of an application shall be submitted in either of the following formats:

1. Electronic copies in the following formats: .doc, .txt, .xls, .bmp, .pdf, .jpg, .gif, .xlm, .rtf (other formats may be preapproved by the Community Development Department).
2. Paper copies 11" X 17" or smaller (larger paper size may be preapproved by the Community Development Department).

Application Review & Hearing Procedure: Once the application is determined to be complete, the Community Development Department will initiate the review and scheduling of the application. This process includes:

Review: As part of the review process the Community Development Department will evaluate the application for consistency with all applicable City & Borough of Juneau codes and adopted plans. Depending on unique characteristics of the permit request the application may be required to be reviewed by other municipal boards and committees. During this review period, the Community Development Department also sends all applications out for a 15-day agency review period. Review comments may require the applicant to provide additional information, clarification, or submit modifications/alterations for the proposed project.

Hearing: All Allowable/Conditional Use Permit Applications must be reviewed by the Planning Commission for vote. Once an application has been deemed complete and has been reviewed by all applicable parties the Community Development Department will schedule the requested permit for the next appropriate meeting.

Public Notice Responsibilities: Allowable/Conditional Use requests must be given proper public notice as outlined in CBJ 49.15.230:

The Community Development Department will give notice of the pending Planning Commission meeting and its agenda in the local newspaper a minimum of 10-days prior to the meeting. Furthermore, CDD will mail notices to all property owners within 500-feet of the project site.

The Applicant will post a sign on the site at least 14 days prior to the meeting. The sign shall be visible from a public right-of-way or where determined appropriate by CDD. Signs may be produced by the Community Development Department for a preparation fee of \$50, and a \$100 deposit that will be refunded in full if the sign is returned within seven days of the scheduled hearing date. If the sign is returned between eight and 14 days of the scheduled hearing \$50 may be refunded. The Applicant may make and erect their own sign. Please contact the Community Development Department for more information.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Attachment A - Application Packet

Allowable / Conditional Use Permit Application Narrative

Project

Resurrection Lutheran Church (RLC) proposes allocating space within its facility located at 740 W 10th Street to operate the Cold Weather Emergency Shelter (CWES) for the City and Borough of Juneau (CBJ), assuming the contract abrogated by St. Vincent de Paul (SVdP).

Narrative

RLC has been in Juneau since 1926. It has a long and proud history of serving those in need in Juneau and Southeast Alaska, including multiple generations. It is a member of Love INC, Southeast Alaska Food Bank, the Juneau Suicide Prevention Coalition, Family Promise and regularly participates in the Juneau Coalition on Housing and Homelessness and Collaborated Efforts meetings. The Resurrection Quilters donate their handcrafted quilts to those in need locally in Juneau and worldwide. While many churches closed during the COVID-19 pandemic, RLC actually stepped up its operations. The church was one of several churches to open a Safe Space for Schooling (RLC SSS) program to support students attending Zoom classes and was recognized by Juneau School District and its superintendent. NAMI Juneau and the Suicide Prevention Coalition recognized our RLC SSS Program Supervisor, Clarice Bethers, for exceptional work helping children in the community. In order to accommodate the RLC SSS program, the Downstairs Hall (where RLC proposes to operate the CWES) was renovated. RLC also expanded its weekly food pantry to allow patrons to continue to choose their own foods and receive other donated items.

Current Use of the Facility

In addition to weekly worship services, RLC operates the largest food pantry in Juneau feeding 150 to 200 individuals and families each week, where it operates a secondhand clothing outlet with donations from St. Vincent de Paul, congregation members, and the community. In addition to addiction and self-help groups, RLC hosts many of Juneau's performing arts organizations who rehearse and perform at RLC, including the Juneau String Ensembles. RLC's Juneau Live!™ community access outreach program (focusing on isolated and marginalized people in Juneau) is entering its second season with ten bi-weekly television shows on its YouTube channel, JuneauLive, and a weekly radio show on KINY. Its programs include Juneau Eats! (how to get and prepare free food), Into the Arts (sponsored by the JAHC), shows on real estate, yoga, pets, and three shows featuring local music – all originating from the Juneau Live! Studio at RLC. Juneau Live! has also hosted the Scouts Pinewood Derby, Polaris House, Alaska Folk Festival, Theater Alaska, and Juneau Jazz and Classics. RLC is currently sponsoring two scouting troops and the Shooting Stars Scholars home-tutoring program for students and families with immunocompromised individuals.

Proposed Project

In 2019, SVdP was awarded a contract to operate the CWES for the CBJ. Since its prior location, the Public Safety Building was no longer available (was scheduled to be demolished), SVdP proposed to operate the CWES in its Community Center on Teal Street. During the first year of operation, the COVID-19 pandemic (and need for social distancing of patrons) forced the

2,000 sq. ft. space – w/ COVID distancing – total of 28 cots

1

Attachment A - Application Packet

relocation of the CWES to the JACC, where it remained until earlier in 2021, when the JACC reopened. SVdP recently determined that it wouldn't operate the CWES for the 2021-2022 winter season, and has abrogated its contract with the CBJ.

While RLC is has no long-term plans or interest to be in the shelter business, RLC realized that it has:

- Extensive experience with the patrons likely to use the CWES due its existing outreach programs – RLC Food Pantry and clothing distribution, Collaborated Efforts participation and pastoral street ministry.
- Appropriate and available Downstairs Hall facility which is 25% larger than the SVdP Community Center (can accommodate about 28 socially-distanced patrons / 45 otherwise) with same amenities (including commercial kitchen, separate restrooms, etc.) and is located downtown.
- Expertise with Pastor Karen Perkins being the trainer and fill-in staff for the CWES and Brad Perkins being General Manager for SVdP and the CWES (and author of the CWES contract) for 2017-19. Additionally, Pastor Karen has 25 years of working with the homeless and those in need (including as a San Francisco Night Minister), and Brad has 20 years.

Believing there are limited viable alternatives to the CBJ to host the CWES for the upcoming winter and being aware of capacity issues at the new Glory Hall in the Valley, the RLC council felt it was its Christian obligation within its mission statement "...to promote spiritual growth in Christ and service to all people" to offer to operate the CWES.

CWES Operation

RLC will operate the CWES, as per the contract minimums with the CBJ:

- November 15 to April 15
- Days when the predicted temperature (as determined on the prior day at 6 pm) to be 32° or below
- From 11 pm to 6:30 am
- Two staff on duty with training in shelter operations, record-keeping/AKHMIS, homelessness, de-escalation, RLC guest services, first-aid/CPR, hazmat and AK food worker card.

Impact on Parking

RLC has three parking places and one ADA parking place at the church building, and a separate lot at the corner of 10th and D Streets (approximately 15 parking places). Any occasional visits by Juneau Police Department (JPD) and Capital City Fire and Rescue (CCFR) vehicles can be accommodated at the existing church lot. As patrons rarely have vehicles, RLC believes existing parking will be sufficient for CWES staff and other operations, and there will be no adverse impact on street parking.

Attachment A - Application Packet

Impact on Traffic

As discussed in the parking section, the only additional traffic is likely to be occasional visits by JPD or CCFR vehicles during the CWES operation hours of 11 pm to 6:30 am, which should not have a negative impact on the traffic in the area. The Capital Transit bus stop is directly outside the church building, so patrons will have easy access to public transportation.

Impact on Neighbors

Mitigating the impact of the operation of CWES on RLC's neighbors and Harborview Elementary School is a high priority and focus of the church. RLC plans the following:

- Public meeting (hybrid meeting on Zoom / at church w/tour) during week of October 24th to hear concerns, suggestions for impact mitigation and to answer questions.
- Visible and public effort (with assistance of JPD, if necessary) to move CWES patrons away from RLC and neighborhood/school area) upon CWES closing each morning (including offering bus tokens when necessary).
- Make sure patrons are not loitering around RLC, either waiting for the CWES to open and when it is not operating. RLC will make use of the web, social media and electronic signs to notify patrons when the CWES is operating.
- Working with other Juneau shelters (i.e., The Glory Hall, AWARE, Housing First) to make sure the CWES is only sheltering patrons for whom it is a last resort. AWARE has offered to help transport residents who show up at the CWES to their own shelters.
- Regularly patrol and cleanup the area around RLC.
- The neighborhood will be able to contact the CWES via its website <http://warmingshelter.org> with LiveChat, direct email manager@warmingshelter.org, regular programming on Juneau Live! and phone number 907-586-2380 with concerns, comments or questions.

RLC hopes these measures, in addition to others suggested by the neighborhood, school and community will mitigate the impact of the CWES.

Impact on Harborview Elementary School

As the church was one of several churches to open a Safe Space for Schooling (RLC SSS) program to support students attending Harborview Elementary School, RLC developed a close working relationship with the school. In addition to the steps listed above for the neighborhood, RLC plans to have regular communication with Harborview Elementary School to mitigate the impact of the CWES.

Noise

RLC expects to work with JPD and CCFR to limit use sirens to or from the CWES on their occasional visits. Additionally, the CWES itself will be in a concrete walled section of the building, where the patrons will generally be sleeping. Finally, the staff will work to move patrons quickly in and out of the CWES to minimize their time outside the shelter and will request JPD assistance when necessary.

Attachment A - Application Packet

BUILDING PERMIT APPLICATION

(Including Water, Sewer, Driveway, Grading, Mechanical, Plumbing, Electrical, and Building Safety Inspections)

(APPLICANT PLEASE FILL IN TOP PORTION OF PAGE AFTER FIRST USE)

Project No.:	Project Name: (City Staff to assign name)	Case No.:	Date Received:
CONTRACTOR/OWNER-BUILDER <input checked="" type="checkbox"/> Contact by E-Mail perkins@resurrectionchurch.org Resurrection Lutheran Church Mailing Address: 740 W 10th Street, Juneau, AK, 99801		Contact Person: Bradley Perkins Phone No.: 808-782-5795 FAX No.: 907-586-6225 License Number:	
ARCHITECT / ENGINEER <input type="checkbox"/> Contact by E-Mail _____ Mailing Address:		Contact Person: _____ Phone No.: _____ FAX No.: _____ License Number: _____	
PERMIT CLASS <input type="checkbox"/> NEW <input checked="" type="checkbox"/> ADDITION <input type="checkbox"/> REPAIR/REMOD <input type="checkbox"/> DEMOLITION <input type="checkbox"/> GRADING <input type="checkbox"/> DRIVEWAY <input type="checkbox"/> BUILDING SAFETY <input checked="" type="checkbox"/> OTHER (Change of Use)			
BUILDING TYPE <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Other _____			
EXISTING DWELLING UNITS ON PROPERTY: 12		NEW DWELLING UNITS (THIS PROJECT): 1	
DESCRIPTION OF WORK: CBJ Community Planning and Development asked owner (RLC) to file this change of use permit application for the downstairs Fellowship Hall. The space has been used for the Catholic Community Service Day Care, RLC Food Pantry and was renovated last year for the SSS program. It has been included in a CBJ BID # 20-090 for the cold weather emergency shelter (attached).		VALUE: TYPE (in house, garage, deck, addition, etc.) New: _____ Sq. Ft. New: _____ Sq. Ft. New: _____ Sq. Ft. New: _____ Sq. Ft. Cost of Remodeling: \$ _____ (if any)	
I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other federal, state or local law regarding construction or the performance of construction. Signature of Owner, Contractor or Authorized Agent: _____ Date: _____ X _____ X _____			

(OFFICE USE ONLY BELOW THIS LINE)

BUILDINGS Occupancy Class: _____ Type of Construction: _____ FCC Code: _____ Permit Classification: _____		BUILDING PERMIT FEES PLAN REVIEW FEES Building Plan Review \$ _____ Grading Plan Review \$ _____ Total Review Fees \$ _____ PLAN REVIEW PAYMENT Date: _____ Receipt No.: _____ CK _____																	
<table border="1"> <thead> <tr> <th>Occupancy</th> <th>Square Feet</th> <th>@ Rate</th> <th>= Valuation</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Occupancy	Square Feet	@ Rate	= Valuation													PERMIT ISSUANCE FEES Adjusted Plan Review Fee \$ _____ Fast Track Fee \$ _____ Early Start Fee \$ _____ Building Permit Fee \$ _____ Water Assessment Fee \$ _____ Water Inspection Fee \$ _____ Sewer Assessment Fee \$ _____ Sewer Inspection Fee \$ _____ Grading Permit Fee \$ _____ Driveway Permit Fee \$ _____ Bond for _____ \$ _____ Other \$ _____ Total Issuance Fees \$ _____	
Occupancy	Square Feet	@ Rate	= Valuation																
LAND USE PARKING _____ FLOOD ELEV. _____ FIRM ZONE _____ FIRM MAP _____ LAND USE PERMITS Case Number _____ Case Number _____ Case Number _____ Case Number _____		ENGINEERING/PUBLIC WORKS CITY WATER Units: Case No. _____ Service - Size _____ Fire Line - Size _____ Metered _____ Extended Pay # _____ CITY SEWER Units: Case No. _____ BOND Case No. _____ OTHER Case No. _____ ADEC On-site Water No. _____ Date _____ ADEC On-site Sewer No. _____ Date _____																	
Water Connection Permits I hereby acknowledge receipt of _____ inch water gage. X _____ Date _____		PLAN REVIEW APPROVALS Initials Date Fire _____ Zoning _____ Engineering _____ Water _____ Sewer _____ Architectural _____ Structural _____ Plumbing _____ Mechanical _____ Electrical _____ Access _____ Special Inspection Form _____ APPROVED FOR ISSUANCE Signature _____ Date _____																	
PERMIT ISSUANCE PAYMENTS Date _____ Rcpt _____ CK _____ \$ _____ Date _____ Rcpt _____ CK _____ \$ _____ Date _____ Rcpt _____ CK _____ \$ _____ Date _____ Rcpt _____ CK _____ \$ _____																			
CONDITIONS AND HOLDS ON PERMIT _____ _____ _____																			

Attachment B - Agency Comment

From: [Charlie Ford](#)
To: [Alison Eddins](#)
Subject: FW: Resurrection Lutheran Church as warming shelter
Date: Monday, October 25, 2021 10:23:04 AM
Attachments: [image002.png](#)
[image001.png](#)

Here are Dan's comments.

Charlie Ford | Building Official

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

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

Office: 907.586.0767



From: Dan Jager <Dan.Jager@juneau.org>
Sent: Thursday, October 14, 2021 2:09 PM
To: Scott Ciambor <Scott.Ciambor@juneau.org>; producer@rclive.org; Charlie Ford <Charlie.Ford@juneau.org>
Cc: Rich Etheridge <Rich.Etheridge@juneau.org>
Subject: Resurrection Lutheran Church as warming shelter

Good afternoon. Charlie and I have discussed this location as meeting code for a warming shelter use. It would be classified as an R-1 occupancy group due to being a transient population. As such, the fire code only requires a manual fire alarm system, which is what exists already. There is no requirement for a sprinkler system as I had originally thought. I have looked at the fire code and Title 19 Local Ordinances and State Fire Marshal amendments.

I would still want to see some sort of smoke alarm device(s) installed if this space is to be used simply because there is nothing there now, this is an at risk population and there is no indication as to how attentive staff will be (this is true for even hotel/motels, and other similar spaces). There does need to be a sense of caution on the human factor when it comes to life safety.

If you have any other questions on this, I suggest replying to Charlie and myself as we are both working on this from different codes and perspectives, so we can be sure to capture any possible issues early on.

I appreciate the opportunity to tour the facility yesterday and thank you for your patience as we researched the code requirements.

Daniel M. Jager EFO, CFO
Fire Marshal

Attachment B - Agency Comment



Capital City Fire Rescue

820 Glacier Avenue

Juneau, Alaska 99801

907-586-5322 Ext. 4323 (Office)

907-586-8323 (Fax)

"If it is predictable, then it is preventable.

If it is preventable then it is not an accident"

Attachment B - Agency Comment

From: [Scott Ciambor](#)
To: [Allison Eddins](#)
Subject: RE: A couple questions
Date: Friday, October 22, 2021 1:37:11 PM
Attachments: [image001.png](#)
[image003.png](#)

Hi Allison –

Here are some answers; still tracking down the PIT 2021 #'s. They are around. Thanks scott

I'm working on the staff report and I have a few questions.

- How long has CBJ partnered with a non-profit for a cold weather shelter?
 - o Cold weather shelter started after recommendation [from the 2017 Assembly Taskforce on Homelessness](#)
 - First two years were operated out of the public safety building by Glory Hall/AWARE/St. Vincent de Paul
 - In 2019, St. Vincent received the contract through 2023 and operated the first winter out of their community room on Teal Street
 - Covid-19 hit in March that first winter. For health and safety purposes operations moved to the Juneau Arts and Culture Center. Capacity jumped from 28-30 beds to 70 beds. St. Vincent extended their seasonal contract to full years operation from March 2020-August 1, 2021 at the JACC. Coinciding with the opening of the new Glory Hall, the JACC was returned to the JACC and reverted back to original terms of contract; Nov-April.
 - Early October, St. Vincent DePaul notified the CBJ that they would not be able to operate this year.
- ~~— How long has Juneau had cold weather shelters?~~
- ~~— They have been located at the Public Safety Bldg. and the JACC. Anywhere else?~~
- The current contract has two more years? Expires April 2023? Until I read closely last week, I thought the contract ended this winter but actually it does have two renewal years. If passing through planning commission, a modification to transfer these terms to Resurrection will take place. An evaluation of program to take place throughout winter/spring to look ahead to the future.
- Will the contract automatically renew? Yes, if terms accepted when the contract transferred.

Thank you!

Scott Ciambor | /SKAHT CHAM-bor/
Chief Housing Officer | ph: 907-586-5240 ext. 4171(NEW)
155 S. Seward Street | Juneau, Alaska 99801
Scott.Ciambor@Juneau.org

Attachment B - Agency Comment



From: Allison Eddins <Allison.Eddins@juneau.org>
Sent: Thursday, October 21, 2021 2:09 PM
To: Scott Ciambor <Scott.Ciambor@juneau.org>
Subject: A couple questions

Hi Scott,

I'm working on the staff report and I have a few questions.

- How long has CBJ partnered with a non-profit for a cold weather shelter?
- How long has Juneau had cold weather shelters?
- They have been located at the Public Safety Bldg. and the JACC. Anywhere else?
- The current contract has two more years? Expires April 2023?
- Will the contract automatically renew?

Thank you!

Allison Eddins | Planner II

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

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

Office: 907.586.0753 ext. 4131

Our telephone system is changing. Beginning May 3, 2021, I may be reached at 907-586-0753 ext. 4131.



Attachment B - Agency Comment

From: [David Campbell](#)
To: [Allison Eddins](#)
Subject: RE: Cold Weather Shelter - Request for Comment
Date: Friday, October 29, 2021 1:29:15 PM
Attachments: [image001.png](#)

My saved version still has the comments, I'm not sure why it didn't send properly. Yes, it should be similar. Here is what I wrote:

Specific Questions from Planner:

Do you anticipate any negative impacts on the surrounding neighborhood that relate to your department? If so, how can those impacts be mitigated.

JPD has worked with warming shelters in various locations. Our approach to having the warming shelter be at RLC would be the same. If there are issues in the surrounding neighborhood, JPD is available to respond when notified.

Agency Comments:

RCL and the staff working on this issue are familiar with warming shelters. Chief Mercer and I spoke with the responsible staff members and we believe they can effectively manage the program.

Hope this helps.

From: Allison Eddins
Sent: Friday, October 29, 2021 1:24 PM
To: David Campbell <DSCampbell@juneaupolice.com>; Ed Mercer <EDMercer@juneaupolice.com>; Charlie Ford <Charlie.Ford@juneau.org>; Dan Jager <Dan.Jager@juneau.org>; Scott Ciambor <Scott.Ciambor@juneau.org>
Subject: RE: Cold Weather Shelter - Request for Comment

Hi David,

I think you might have sent the wrong version. The comment section is blank. I have reviewed JPD's past comments for the Glory Hall and sleep off center. I'm assuming they're going to be fairly similar.

From: David Campbell <DSCampbell@juneaupolice.com>
Sent: Friday, October 29, 2021 12:18 PM
To: Allison Eddins <Allison.Eddins@juneau.org>; Ed Mercer <EDMercer@juneaupolice.com>; Charlie Ford <Charlie.Ford@juneau.org>; Dan Jager <Dan.Jager@juneau.org>; Scott Clambor <Scott.Ciambor@juneau.org>
Subject: RE: Cold Weather Shelter - Request for Comment

JPD's comments are attached.

Attachment C - USE2021 0011 Staff Report with Attachments

Attachment B - Agency Comment

DC Campbell

From: Allison Eddins

Sent: Thursday, October 21, 2021 9:28 AM

To: David Campbell <DSCampbell@juneaupolice.com>; Ed Mercer <EDMercer@juneaupolice.com>; Charlie Ford <Charlie.Ford@juneau.org>; Dan Jager <Dan.Jager@juneau.org>; Scott Ciambor <Scott.Ciambor@juneau.org>

Subject: Cold Weather Shelter - Request for Comment

Hello All,

Resurrection Lutheran Church (740 W 10th St.) has applied for a Conditional Use Permit to operate an emergency cold weather shelter. If granted, Resurrection would take over the contract previous held by St. Vincent de Paul who operated the shelter at the JACC last year. Resurrection Church would provide 28 socially distanced beds on the ground floor of the church building. The shelter would be open from November 15th to April 15th on nights when predicted temps are 32 or below. The shelter would accommodate guests from 11pm-6:30am.

Attached is a fillable agency comment form and the permit application. Please submit any comments you may have by October 29th. Let me know if you have any questions or would like more information.

Thanks,
Allison

Allison Eddins | Planner II

Community Development Department | City & Borough of Juneau, AK

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

Office: 907.586.0753 ext. 4131

Our telephone system is changing. Beginning May 3, 2021, I may be reached at 907-586-0753 ext. 4131.



1
Attachment C - Public Comments

From: Jetta Whittaker <wheedle@alaska.net>
Sent: Sunday, October 24, 2021 12:01 PM
To: PC_Comments
Subject: support for RLC as warming shelter

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

I am a resident of "the Flats" and also a former executive director of The Glory Hole (now Hall). I am in full support of using Resurrection Lutheran Church as the site of the community's warming shelter this coming winter. I have observed how the volunteers and staff of Resurrection Lutheran Church work compassionately and efficiently to help shoppers at their Food Pantry every Monday. I believe Pastor Perkins has the capacity and management skills to add operation of a warming shelter to her duties this winter. As the Flats neighborhood has had some negative experiences with particular transient people in the past, I know she will work hard to communicate her plans with the surrounding neighborhood, and will listen, consider and address neighbors' concerns. Additionally, RLC is way more "homey" feeling than the JACC, which is important for promoting resting, relaxation, and peace among the patrons of the warming shelter. Taken together, these qualities will ensure that Juneau's less fortunate citizens receive the care they need and deserve in the coming cold months.

In sum, I am totally in favor of this Conditional Use Permit. Since use of the Bill Ray Center concept in this way did not evolve, RLC will otherwise be unused during the week, and another/better location hasn't surfaced, I believe this is an excellent use of RLC. I am very glad and extremely thankful that the RLC congregation has recognized this community need and agreed to step up to meet it.

Jetta Whittaker
502 W 10th
Juneau AK 99801

Attachment C - Public Comments

From: Rob Steedle <robsteedle@gmail.com>
Sent: Thursday, October 28, 2021 8:36 AM
To: PC_Comments
Subject: cold weather emergency shelter at Resurrection Lutheran Church

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

Dear Ms. Eddins,

I support Resurrection Lutheran Church's application to operate a cold weather emergency shelter. The location is appropriate for the needs of a warming shelter's patrons. It is situated one block from the Federal Building bus shelter. A grocery store is nearby and other services, such as the SEARHC Front Street Clinic, are also within walking distance.

The church has operated a food pantry for many years. I reside 500 feet from the church, at 502 W 10th Street. I have not seen evidence of a negative impact on this residential neighborhood attributable to that complementary use.

Sincerely,

Rob Steedle

Attachment C - Public Comments

From: Bobby Lee <bobbylee@gci.net>
Sent: Tuesday, October 26, 2021 4:12 PM
To: PC_Comments
Subject: emergency shelter atRLC

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

My home in the Parkshore Condominium complex is 3 or so blocks from the Resurrection Lutheran Church. I have seen the long lines at the church on the day they do the food bank. I suppose they are familiar with some of the people that may use an emergency shelter on the cold nights that are looming. I encourage the emergency shelter at this location. I wish to thank the congregation at this church for showing a compassionate and kind demeanor; something that Christians living their commitments do.

Attachment C - Public Comments



October 29, 2021

City and Borough of Juneau
Community Development – Planning Commission
155 S. Seward Street
Juneau, AK 99801

Dear Commission Members,

First National Bank Alaska is grateful for this opportunity to offer our thoughts on your consideration of a Conditional Use Permit for a cold weather emergency shelter to be located at the Resurrection Lutheran Church. We have concerns about not only this particular situation but also about the community's lack of a comprehensive plan to address the overriding issue of homelessness and its root causes, including substance abuse and mental illness.

As a business community leader, we wanted to add specific concerns about the risks of establishing this homeless shelter at the Resurrection Lutheran Church. Our understanding is that the shelter's clients will include those unable to stay at Glory Hall, and other facilities, for various reasons, including drug use, drunkenness and violent behavior.

As the facility will be for nighttime use, clients will most likely remain outside the shelter during the day. The parking lot for our employees and customers is in very close proximity to the church. From behavior observed at other shelters, we foresee a strong possibility that shelter clients will approach employees as they go to and from their vehicles several times a day. Some encounters are likely to be troublesome and, at the very least, upsetting to employees and customers.

The bank has an ATM and night drop within approximately 150 feet of the proposed shelter. The clients would pose an increased security risk to users of these First National services.

Attachment C - Public Comments

There are additional concerns regarding increased vandalism, especially to our drive-thru area during a time when, for health concerns (primarily related to COVID), many customers prefer using drive-thru facilities. Drive-thru ingress and egress, and other traffic at this busy intersection also poses an increased risk of injury or death to the shelter clients themselves due to the busy vehicular patterns in the immediate area.

Much of our concern stems from the fact that no comprehensive, collective plan has been offered to protect the safety of those doing business or visiting the neighborhoods of homeless shelters in Juneau. Our experience tells us the very best models of these types of facilities provide a very aggressive response to control not only the physical area but also the clients using the shelter. This is especially important for this cold weather shelter if indeed some of the clients are dealing with substance abuse and mental health issues.

These are all very tangible areas that show the heightened possibility of physical risk to our employees, customers, properties and the shelter clients.

First National has supported the communities we serve since 1922. First National has donated millions of dollars to non-profits, with one of our focus areas being emergency social services. We know that Alaskans can fall on hard stretches and at times need help to make it through.

First National agrees that a cold weather shelter is a necessary element in a comprehensive plan designed to help our neighbors in need, and that is the bigger question for the community. This critical question, as long as it remains unanswered, causes us to stop short of adding our support for a proposal such as the one regarding the Resurrection Lutheran Church conditional use permit.

We spoke to this same matter last year in September, when the Bill Ray Center was being considered as a homeless shelter. The cold weather shelter seems to be just shifting the problem from "church basement to church basement" because we still do not see a collective plan to address the risks and manage the neighborhood impact of sheltering the homeless.

Thanks for your consideration of this letter on the shelter's location and our concerns.

Sincerely,

Betsy Lawer

Board Chair and CEO

Attachment C - Public Comments

From: Emily Kane <dremilykane@gmail.com>
Sent: Thursday, October 28, 2021 2:30 PM
To: PC_Comments
Cc: Juneau Condos; Beth Weldon
Subject: Warming shelters

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

Dear Assembly Members

Thank you for moving forward with plans to ensure sufficient warming shelters to protect the more vulnerable in our community.

The will and actions to protect all community members in need remains the hallmark of your integrity and compassion.

Dr Emily Kane
Juneau

www.DrEmilyKane.com

www.naturopathic.org

lifewavex39.com/dremilykane

Attachment C - Public Comments

From: Renee Guerin <renwrite@acsalaska.net>
Sent: Sunday, October 24, 2021 9:41 AM
To: PC_Comments
Subject: Case: USE2021 0011

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

Good for the Lutherans!

I am totally in favor of a warming shelter in my neighborhood. Cold is cold, and there should be a safe, warm place to sleep for those within our community who do not have a permanent home.

I live in the Parkshore Condos at 800 F Street.

Renée Guerin
907-586-2274

Attachment C - Public Comments

From: Barbara Frank <akbarbara.frank@aol.com>
Sent: Friday, October 22, 2021 9:01 AM
To: PC_Comments
Subject: Case No. USE2021 0011

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

Case No. USE2021 0011

As a resident of Parkshore Condominiums, in very close proximity to Resurrection Lutheran Church, I applaud the church's offer to provide the warming shelter. Providing safe haven for vulnerable is a generous and meaningful contribution to community. It has been well documented that a safe place to sleep is essential.

There is no doubt we can do more AND this step by the Resurrection Lutheran Church is a piece of the solution. In full support of any needed permits AND any financial supports the City can offer to make this happen.

Barbara Frank
800 F Street Unit F2
Juneau, AK 99801

Sent from my iPhone

Attachment C - Public Comments

From: Willard Ellis <trpwil@gmail.com>
Sent: Sunday, October 24, 2021 2:10 PM
To: PC_Comments
Subject: Conditional Use Permit for a cold weather emergency shelter at Resurrection Lutheran Church

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

Dear Planning Commission

I am a resident of Parkshore Condominiums, and I am opposed to CBJ issuing a Conditional Use Permit for a cold weather emergency shelter at Resurrection Lutheran Church, which is three blocks from Parkshore. Unfortunately a lot of our homeless people are substance abuse addicts, and as such are the primary source of the theft, criminal mischief, and criminal trespass problems occurring at Parkshore. With locating this homeless shelter in a residential area it increases crimes of opportunity that addicts commit to finance their addiction when they are leaving the shelter or are denied entry to the shelter because they are intoxicated. Additionally, there is not enough of a police presence to deter these crimes, nor are these crimes often prosecuted, resulting in no protection or relief of nearby residents. This shelter needs to be located away from residential neighborhoods and should be in areas of good lighting/visibility with regular police patrols.

Regards
Will Ellis

Attachment C - Public Comments

From: Judy Crondahl <crondahl@gmail.com>
Sent: Friday, October 22, 2021 8:37 AM
To: PC_Comments
Subject: Case No. USE2021 0011

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

We are owners and residents of a condo unit in Building A of Parkshore Condos located at 800 F Street, two blocks from Resurrection Lutheran Church (RLC). Our building is on the far north end of the complex, closer to the proposed shelter than any other Parkshore building.

We have no objection to, in fact welcome, the use of RLC as a cold weather emergency shelter this winter. We are grateful that there are organizations and people in our community who step forward to help those in need and would not want to impede their efforts and good will.

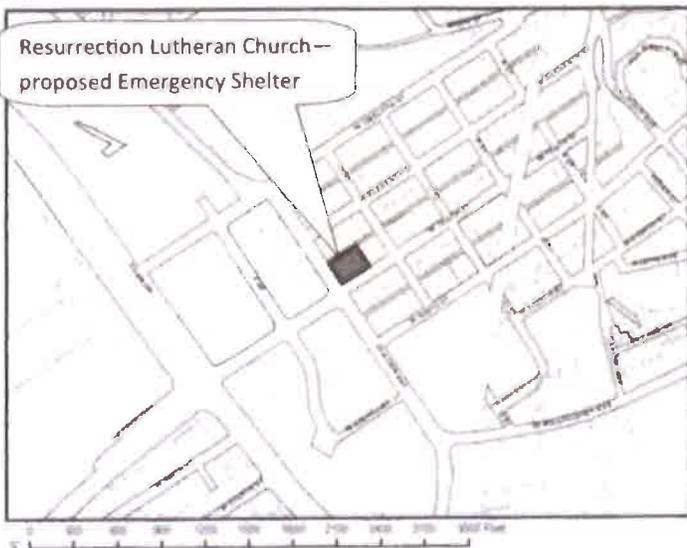
We encourage approval of this Conditional Use Permit.

Judy and Jay Crondahl
800 F St, A-4
Juneau, AK 99801

Invitation to Comment

On a proposal to be heard by the CBJ Planning Commission
Your Community, Your Voice

Resurrection Lutheran Church—
 proposed Emergency Shelter



155 S. Seward Street Juneau, Alaska 99801

TO:

An application has been submitted for consideration and public hearing by the Planning Commission for a **Conditional Use Permit for a cold weather emergency shelter to be located at Resurrection Lutheran Church.**

TIMELINE

Staff Report expected to be posted **Monday, November 1, 2021** at <https://juneau.org/community-development/planning-commission>. Find hearing results, meeting minutes and more here as well.

Now through Nov. 1st

Comments received during this period will be sent to the Planner, Allison Eddins to be included as an attachment in the staff report.

Nov. 2 — noon, Nov. 5

Comments received during this period will be sent to Commissioners to read in preparation for the hearing.

HEARING DATE & TIME: 7:00 pm, Nov. 9, 2021

This virtual meeting will be by video and telephonic participation only. To join the Webinar, visit: <https://juneau.zoom.us/j/82646379779>; Or Dial US: +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 or +1 312 626 6799 or +1 929 436 2866 or +1 301 715 8592 or 833 548 0282 (Toll Free) Webinar ID: 826 4637 9779

Nov. 10th

The results of the hearing will be posted online.

Phone: (907)586-0753 ♦ Email: pc_comments@juneau.org
 Mail: Community Development, 155 S. Seward St, Juneau AK 99801

Printed November 1, 2021

Case No.: USE2021 0011
 Parcel No.: 1C060C260060
 CBJ Parcel Viewer: <http://epv.juneau.org>



City and Borough of Juneau
 Purchasing Division, Finance Department
 155 South Seward Street
 Juneau, Alaska 99801
 Phone: (907) 586-5258 Fax: (907) 586-4561

PURCHASE ORDER

VENDOR NAME AND ADDRESS RESURRECTION LUTHERAN CHURCH 740 W 10TH ST JUNEAU AK 99801	PO # <small>Must appear on all invoices, shipments, & correspondence</small> 114413	PO REVISION #	PO DATE 12/08/21
	VENDOR NUMBER 7514	VENDOR PHONE 907-586-2380	

SHIP TO ADMIN-CITY MANAGER 186 S SEWARD ST JUNEAU AK 99801	COMMENTS Deliver To: Scott Ciambor 907-586-5240	SEND INVOICE TO OBJ ACCOUNTS PAYABLE 155 SOUTH SEWARD STREET JUNEAU, AK 99801 PHONE:(907) 586-5215 FAX:(907) 586-5384 Accounts.Payable@juneau.org
FOB	FREIGHT TERMS -	PO CURRENCY U.S. DOLLARS
		BUYER RENEE LOREE

LINE ITEM	QTY	UOM	ITEM OR SERVICE DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	EA	FY22 COLD WEATHER EM. SHELTER Cold Weather Emergency Shelter per contract MR 22-198. During the 2021 - 2022 winter season the contractor shall provide emergency shelter on nights when the temperature will be below 32 degrees Fahrenheit to those who are unable to find shelter with traditional providers. Minimum operating hours shall be 11:00 PM to 6:30 AM the following day but are not to occur before 9 PM or after 6:30 AM per USE2021 0011. Payment to be made in accordance with contract section 8.(b).	\$161,000.000	\$161,000.00
Total Order					161,000.00

CONDITIONS - READ CAREFULLY

- The Order is subject to terms and conditions outlined on the final page, unless expressly stated otherwise. Performance by vendor constitutes acceptance of all terms, conditions, or specifications herein referenced.
- Failure to meet specified delivery dates may cause cancellation of this Order.

Renee Loree
 Purchasing Officer

CITY & BOROUGH OF JUNEAU

The following terms and conditions shall apply to the purchase of goods and/or services on behalf of the City & Borough of Juneau unless specifically provided otherwise on the front of this document.

1. **SALES TAX EXEMPTION.** This order is not subject to sales or Federal Excise Tax. Exemption certificate will be furnished when required. The City's tax exempt ID numbers are City CB0013, Hospital BR0013, and School District JS0013.
2. **ACCEPTANCE OF CONTRACT.** This order is the City's offer to purchase the goods and/or services from the Vendor, as described on the reverse side. The City's placement of this Order is expressly conditioned upon the Vendor's acceptance of all terms and conditions of purchase contained on or attached to this Purchase Order.
3. **CHANGES.** No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent.
4. **ASSIGNMENT.** Vendor may not assign this order without the City's prior written consent.
5. **UNIFORM COMMERCIAL CODE.** All applicable portions of the Alaska Uniform Commercial Code shall govern this order.
6. **DELIVERY.** Prices are F.O.B. Destination Freight Prepaid, unless specified otherwise by the City. Time is of the essence on this order. If completed deliveries are not made at the time agreed, the City reserves the right to cancel or purchase elsewhere and hold the vendor accountable. If delivery dates cannot be met, Vendor must promptly notify City in writing of the earliest possible delivery date for acceptance by the City.
7. **TITLE & RISK OF LOSS.** Title and risk of loss of the goods shall not pass to the City until the City actually receives and takes possession of goods at the point or points of delivery.
8. **QUANTITIES.** The quantity shown to be delivered is net; no claims will be accepted without prior authorization. Unauthorized advance or excess shipments are returnable at vendor's expense.
9. **VENDOR TO PACKAGE GOODS.** Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing slip.
10. **INSPECTION.** All goods are subject to the City's inspection and acceptance within a reasonable time after arrival at the ultimate destination. If goods fail to conform to specifications outlined in this order, this shall constitute a breach, and City may return said goods to Vendor at Vendor's expense. Vendor shall not have the right to substitute specified goods without the written authorization from the City. Damaged goods will not be accepted.
11. **PAYMENT.** Invoices shall be addressed to the City's Accounts Payable section (address on reverse side). Invoices must include the Purchase Order number, the vendor's name and phone number, and clearly list quantities, item descriptions and units of measure. Unless specified otherwise, payment shall be net 30 days upon receipt of complete and accurate invoices.
12. **PATENTS, TRADEMARKS AND COPYRIGHTS.** Vendor warrants that the goods and/or services on this order do not infringe on any patent, registered trademark or copyright, and agrees to indemnify, defend and hold the City harmless in the event of any infringement, lawsuit, or claim thereof.
13. **WARRANTY.** Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and flaw from such defects in design. In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.
14. **CANCELLATION.** City shall have the right to cancel for default all or any part of the undelivered portion of this order if Vendor breaches any of the terms hereof, including failure to make delivery within the time specified, insolvency of Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to

and not in lieu of any other remedies which City may have in law or equity.

15. **TERMINATION.** The performance of work under this order may be terminated in whole or in part by the City in accordance with the provision. Termination of work hereunder shall be effected by the delivery to the Vendor of a "Notice of Termination" specifying the extent to which performance of work under this order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of City set forth in the Cancellation clause, above.
16. **FORCE MAJEURE.** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein shall mean acts of God, strikes, lockouts, and of public enemy orders of any kind of the government of the United States or the State of Alaska or any civil or military authority, riots, insurrections, fighting, earthquakes, fires, hurricanes, floods, restraint of government and people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.
17. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the approved party.
18. **ADVERTISING.** Vendor shall not advertise or publish, without City's prior written consent, the fact that Vendor has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
19. **PAYMENT OF TAXES, OBLIGATIONS TO CITY.** As a condition of this contract, Vendor agrees to remain current and non-deficient in the reporting and payment of all local taxes, charges and assessments owing on account of any business operated or owned in whole or in part by Vendor. Failure to comply with this requirement shall be a material breach of this contract. To determine if a business is current and non-deficient, contact the City's Sales Tax Division at (907) 586-5265 concerning sales tax, and/or Treasury Division at (907) 586-5268 concerning business personal property and real property tax.
20. **VENUE.** Jurisdiction for any litigation arising from this contract shall be in the First Judicial District, Juneau, Alaska.
21. **GRANT FUNDING.** If Grant funding is indicated on the reverse side of this document, Vendor shall comply with all provisions of Federal Circular A-102.
22. **MATERIAL SAFETY DATA SHEETS.** Proper MSDS in compliance with Occupational Safety and Health Administration regulations must be provided by the Vendor to the City at the time of purchase.
23. **NONDISCRIMINATION.** During the performance of this contract Vendor agrees that it will abide by all equal employment opportunity and nondiscrimination laws.
24. **INDEMNIFICATION.** The Contractor agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Contractor's performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect wherever and whenever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Contractor arise immediately upon actual or constructive notice of any action, claim or lawsuit. CBJ shall notify Contractor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Contractor's obligations and may be waived where the Contractor has actual notice.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Northern Advantage Insurance Leaders, LLC P.O. Box 870253 Wasilla AK 99687 INSURED RESURRECTION LUTHERAN CHURCH OF JUNEAU ALASKA 740 W 10th St Juneau AK 99801-1822		CONTACT NAME: Jennifer Adams PHONE (A/C, No. Ext.): (907) 357-6245 FAX (A/C, No.): E-MAIL ADDRESS: jadams@northernadvantageinsurance.com INSURER(S) AFFORDING COVERAGE: INSURER A: CHURCH MUT INS CO MAIC # 18767 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADOL SUBR. (MBO, BND)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO SECT <input type="checkbox"/> LOC OTHER:	Y Y	0810821-02-265534	09/19/2021	09/19/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MFD EXP (Acy one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGO \$ 2,000,000 OTHER \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		0310821-002-265534	09/18/2021	09/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OODLS EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEF <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	0010821-07-281591	09/19/2021	09/19/2022	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DEATH - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Liability Insurance for Cold Weather Emergency Shelter Operations from November 18, 2021 through April 14, 2022 at Resurrection Lutheran Church of Juneau Alaska, 740 W 10th Ave, AK 99801-1822. Commercial General Liability Additional Insured - City and Borough of Juneau, subject to the coverage provided by the referenced policy. A320 A3028

CERTIFICATE HOLDER City and Borough of Juneau 155 S Seward St Juneau AK 99801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jennifer Adams</i>
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Attachment D - CBJ Contract for a Cold Weather Emergency Shelter

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the **GENERAL LIABILITY COVERAGE PART**.

The following change is added to the **GENERAL LIABILITY** Conditions, but only for the organizations this endorsement applies to.

SCHEDULE

Name Of Person Or Organization:	City and Borough of Juneau 155 S Seward St Juneau, AK 99801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section G – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make

for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following is added to the General Liability Additional Provisions Form

A. ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

1. Paragraph C, Who Is An Insured, is amended to include as an insured the person or organization shown in the applicable schedule in the Declarations Page but only with respect to "bodily injury," "property damage," "personal injury," or "advertising injury" liability arising out of your operations or premises owned by or rented to you.

Refer to the Declarations Page to determine the insured person or organization.

MR #22-198
CONTRACT FOR COLD WEATHER EMERGENCY SHELTER AND OPERATIONS

PART I: PARTIES

This contract is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "City" or "CBJ," and Resurrection Lutheran Church of Juneau Alaska, a nonprofit corporation (Entity #656D) organized under the laws of the State of Alaska (with its principal place of business at 740 W. Tenth Street), and licensed to do business in the State of Alaska, hereafter "Contractor."

PART II: CONTRACT ADMINISTRATION

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

City & Borough of Juneau
Attn: Scott Ciambor, Chief Housing Officer
155 S. Seward St.
Juneau, AK 99801
Phone: (907)586-5240; ext. 4171
Email: Scott.Ciambor@juneau.org

Contractor
Attn: Bradley Perkins
740 W. 10th Street
Juneau, AK 99801
Phone: (808)782-5795
Email: producer@juneaulive.org

PART III: CONTRACT DESCRIPTION

This contract is identified as Contract for Cold Weather Emergency Shelter and Operations (MR22-198). The following appendices are attached and are considered a part of this contract, as well as any exhibits or attachments incorporated by reference or attached to those appendices.

Appendix A: Scope of Work, Term, and Compensation

Appendix B: Standard Provisions

Appendix C: Insurance

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

PART IV: CONTRACT EXECUTION

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

CBJ:
Date: November 23, 2021
By: *Duncan Rorie Watt*
Duncan Rorie Watt
City and Borough Manager

Contractor:
Date: November 15, 2021
By: *Bradley Perkins*
Bradley Perkins
RLC Shelter Manager

Content Approved by: *Scott Ciambor* 11/23/2021, Chief Housing Officer
Form Approved by: *Sharon Lange* 11/23/2021, Law Department
Risk Management Review: *Janet M. ...* 11/23/2021, Risk Management

APPENDIX A: SCOPE OF WORK, TERM, AND COMPENSATION

1. SCOPE OF WORK

The purpose of this contract is for the Contractor to host an emergency shelter during the winter season, typically November 15 - April 15. Contractor will provide emergency shelter on the coldest days to those who were unable to find shelter with traditional providers due to issues such as, provider capacity, past infractions resulting in being "banned" from the facility, or due to state of intoxication.

The scope of work for this contract contemplates the following:

Planning

- o The shelter must be open on nights where the temperature will be below 32 degrees Fahrenheit. Under USE2021 0011, operations are limited between November 1, 2021 at the earliest and May 1, 2022 at the latest.
- o Contractor will only use the forecast provided by the National Weather Service, Juneau Office, Experimental Point Forecast. This will be the only forecasting tool used, the page is available here:
<https://forecast.weather.gov/MapClick.php?lat=58.302000713397696&lon=-134.41447078551346#.YYgionmlbjA> There are many weather elements to select from, the only consideration will be temperature (not wind chill, precipitation, etc.) as minimum criteria to open.
- o Contractor will make the decision to open the shelter up to three (3) days in advance, but at a minimum, by 3:00 p.m. the day before the shelter needs to open.
- o Contractor will maintain an e-mail list of people who would like to be notified when the shelter is open, and will notify recipients at the earliest practical date.
- o Contractor will provide staff to confidentially collect and enter participant data into the Alaska Homelessness Management Information System (AKHMIS). Contractor will need to coordinate with the Institute for Community Alliances (ICA) to develop this access, which requires filing of two (2) forms, see Attachment 1 - *Agency Agreement* form, and Attachment 2 - *Data Sharing Agreement*.
- o Contractor will appropriately train staff for shelter operations.

Operations

- o This will be a low-barrier shelter. The only restrictions will be for violence, theft, destruction of property, or extreme belligerence
- o Minimum operating hours are 11:00 pm to 6:30 am the following day. Operating hours cannot occur before 9:00 pm or after 6:30 am under USE2021 0011.
- o Contractor will accept clients until 2:00 a.m.
- o Contractor will be capable of handling a "rush" at opening, including clients who may be under the influence of various substances and/or struggling with mental health issues.
- o Contractor will provide "amnesty boxes" for weapons and drugs. As a minimum, Contractor will collect enough information to recognize a unique individual and be able to enter that information into a database. Contractor may know the individual by name, or may need to collect basic information.

- o Contractor will post the AKHMIS Consumer Notice (Attachment 3)
- o Contractor will make a good faith effort to collect (in order of priority) some or all of the following information:
 - A Case Conferencing Release of Information (Attachment 4)
 - A Coordinated Entry Intake Assessment (Attachment 5)
- o Contractor will provide general oversight of the facility, providing a minimum of two (2) staff for every night the shelter is open as required under USE2021 0011. Staff will be highly recognizable so clientele knows who to address.
- o Shelter attendance will be entered in AKHMIS within five (5) days of operation.
- o Closure includes: awakening and escorting clients out, facility upkeep, such as trash, bathroom maintenance, etc. and laundering of sheets and blankets.
- o Contractor will provide information (location, hours of operation, etc.) and possible transportation to the facility for members of the community in need.
- o Contractor will provide the public with a contact phone number that will be actively answered by shelter staff during hours of operation, as required under USE2021 0011.
- o Contractor will abide by all terms and conditions under their Conditional Use Permit USE2021 0011.

CBJ Responsibilities

- o Contractor may petition the CBJ for increased staffing if necessary. Contractor must provide written justification to the CBJ for approval before any increase.
- o Contractor may request reimbursement for staff training. Training costs and criteria must be approved by the CBJ prior to any reimbursement request. Training without prior approval will not be eligible for reimbursement.
- o The costs for developing an amnesty box program must be provided to CBJ's for approval prior to implementation and any reimbursement.
- o Any reimbursement requests must receive prior written approval and for the total actual costs incurred by the contractor.
- o The CBJ will provide cots.

2. TERM

The effective date of this contract shall be the date it is signed by the CBJ, and it shall remain in effect until June 30, 2022. The parties may extend this agreement for an additional one (1) year term, provided that Contractor receives an amended Conditional Use Permit, as USE2021 0011 expires on May 1, 2022. Any extension of this contract is contingent on permit renewal.

3. COMPENSATION AND TERMS OF PAYMENT

a. In consideration for the scope of services identified above, the CBJ will pay Contractor in an amount not to exceed \$161,000. Any requests for additional funding must be requested through the CBJ Chief Housing Officer and approved in writing prior to the expenditure.

b. In consideration of the expense to operate the Emergency Cold Weather Shelter, the CBJ shall provide Contract 50% of the contract price upon execution of this agreement. Contractor shall provide the CBJ with proper documentation of services provided as part of the scope of work and expenses incurred under USF2021 0011. The final 50% will be paid in equal payments starting February 15, 2022 until shelter operations cease for the season, on or around April 15, 2022. These payments are estimated at \$21,666.00 per month. A final report will be provided to the CBJ within 30 days after shelter operations cease. Documentation in the final report must include:

- Dates the shelter was open.
- Staffing information - dates and hours worked
- HMIS data reflecting shelter attendance
- Training documentation - reimbursement will be for cost of training and hourly wages for staff attending. Training must be approved and complete prior to reimbursement.

APPENDIX B: STANDARD PROVISIONS

1. **CONTRACTUAL RELATIONSHIP.** The parties intended that an independent contractor relationship will be created by this contract. The CBJ is interested only in the results to be achieved as provided in this agreement. The conduct and control of the work will lie solely with the Contractor. Contractor is not considered to be an agent or employee of the CBJ for any purpose, and the employees of Contractor are not entitled to any benefits that CBJ provides for CBJ employees. CBJ does not agree to use the Contractor exclusively. Contractor does not agree to work for CBJ exclusively.
2. **PERSONNEL, EQUIPMENT AND SUPPLIES.** Except as provided in the Scope of Work, the Contractor represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the work under this contract. All of the work required hereunder will be performed by the Contractor or under its supervision. None of the work covered by this Contract shall be subcontracted except as provided in the Scope of Work.
3. **CONTRACTOR QUALIFICATIONS.** Contractor warrants that it is fully qualified and is licensed under all applicable local, state, and federal laws to perform its obligations under this contract.
4. **INSURANCE REQUIREMENTS.** Contractor has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined in Appendix C. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Contractor shall provide written notice to CBJ Risk Management. The Contractor's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Contractor maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Contractor.
 - a. **Deductibles and Self-Insured Retentions.** Any deductibles and self-insured retentions must be declared to and approved by the CBJ. The CBJ may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.
 - b. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis:
 1. The Retroactive Date must be declared and must be before the date of the contract or the beginning of the contract work.
 2. Insurance must be maintained and evidence of insurance must be provided *for at least one (1) year after completion of the contract work.*
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with the Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the contract work.
5. **CHANGES.** The CBJ may, from time to time, require changes in the scope of services to be performed under this contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing before they will be regarded as part of this contract. No claim for additional services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the

Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the CBJ

6. NO ASSIGNMENT OR DELEGATION. The Contractor may not assign or delegate any interest in this contract without the prior written consent of the CBJ. Contractor may assign its rights to any payment under this contract without the prior written consent of CBJ; however, notice of any such assignment or transfer shall be furnished promptly to CBJ by Contractor.

7. TERMINATION FOR CONVENIENCE. The CBJ may, by prior written notice, terminate this agreement at any time, in whole or in part, when it is in the best interest of the CBJ. In the event that this contract is terminated by the CBJ for convenience, as opposed to termination for cause, the CBJ is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

8. DEFAULT AND TERMINATION FOR CAUSE. If Contractor fails to perform a material obligation under this contract, the CBJ may consider the Contractor to be in default (unless caused an event, circumstance, or act of a third party that is beyond Contractor's reasonable control) and may assert a default claim by giving Contractor a written and detailed notice of default. The Contractor shall cure the default within the time frame identified in the notice of default, or, if the default is not curable within the time frame specified, provide a written cure plan acceptable to the CBJ, which shall not be unreasonably withheld. Contractor will begin implementing the cure plan immediately after receipt of notice that the CBJ approves the plan. The CBJ's payment obligations shall be held in abeyance until the default is cured.

If Contractor fails to cure the default, unless otherwise agreed in writing, the CBJ may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the Parties may agree that the CBJ's remedy be limited to recovering from Contractor all actual, reasonable costs incurred in securing the work described in Appendix A. The CBJ agrees to mitigate damages to the extent required by law, and to provide Contractor with detailed invoices substantiating the charges.

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

10. EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, familial status, sexual orientation, gender identity, gender expression, or national origin. Contractor shall include these provisions in any agreement relating to the work performed under this agreement with contractors or subcontractors.

11. CHOICE OF LAW, JURISDICTION. The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement. Venue for trial in any action shall be in

Juneau, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. Contractor specifically waives any right or opportunity to request a change of venue for trial pursuant to A.S. 22.10.040.

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

13. PAYMENT OF TAXES AND OBLIGATIONS TO CBJ. As a condition of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment of any subcontractor or any other persons in the performance of this contract. Contractor shall not be delinquent in the payment of taxes, or any other obligation, to CBJ during the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the CBJ under this contract.

14. CONFLICT OF INTEREST. Contractor warrants that it has no knowledge that any employee or officer of the CBJ has violated the conflict of interest provisions of CBJ code regarding this contract. Contractor also warrants that it has not solicited or received any prohibited action, favor or benefit from any employee or office of CBJ, and that it will not do so as a condition of this contract. If the Contractor learns of any such conflict of interest, the Contractor shall without delay inform the CBJ and Municipal Attorney or CBJ's representative for this contract.

15. INDEMNIFICATION. The contractor agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Contractor's performance of this contract, without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Contractor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Contractor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Contractor's obligations and is waived where the Contractor has actual notice.

16. OWNERSHIP OF DOCUMENTS. All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this contract become the sole property of the CBJ and may be used by the CBJ for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the

request of the CBJ. Unless otherwise directed by the CBJ, the Contractor may retain copies of all the materials.

17. IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this contract, other than documents exclusively for internal use within the CBJ, shall carry a CBJ notation or logo as directed by the CBJ.

18. APPLICABILITY OF ALASKA PUBLIC RECORDS ACT. Contractor acknowledges and understands that the CBJ is subject to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned or controlled by the CBJ in relation to this Contract must be made available for the public to inspect upon request, unless an exception applies. It is Contractor's sole responsibility to clearly identify any documents Contractor believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should the CBJ receive a request for records under the Public Records Act applicable to any document marked "Confidential" by Contractor, the CBJ will notify Contractor as soon as practicable prior to making any disclosure. Contractor acknowledges it has five (5) calendar days after receipt of notice to notify the CBJ of its objection to any disclosure, and to file any action with any competent court Contractor deems necessary in order to protect its interests. Should Contractor fail to notify the CBJ of its objection or to file suit, Contractor shall hold the CBJ harmless of any damages incurred by Contractor as a result of the CBJ disclosing any of Contractor's documents in the CBJ's possession. Additionally, Contractor may not promise confidentiality to any third party on behalf of the CBJ, without first obtaining express written approval by the CBJ.

19. FISCAL FUNDING. The parties acknowledge that the municipality is legally prohibited from encumbering funds that have not been duly appropriated, pursuant to CBJ Charter 9.13. Funding for this agreement beyond fiscal year 2022 is therefore subject to an appropriation of funds by, and at the sole discretion of, the City and Borough of Juneau Assembly. The parties acknowledge and understand that in the event the Assembly fails to appropriate sufficient funds for this agreement, the agreement will automatically terminate without penalty or further municipal liability, on June 30 of the current fiscal year.

20. ENTIRE AGREEMENT. This Agreement, including all appendices and exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

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

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

APPENDIX C: INSURANCE

INSURANCE REQUIREMENTS. The Contractor has provided certification of proper insurance coverage, including certificate(s) of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement, to the City and Borough of Juneau, attached as Attachment 6. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by this contract.

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

Commercial General Liability Insurance. The Contractor must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Contractor. This amount must be at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers.

Workers Compensation Insurance. If required by Alaska Statute (see Alaska Statute 23.30), the Contractor must maintain Workers Compensation Insurance to protect the Contractor from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to the Contractor's firm, the Contractor's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Contractor must notify the City as well as the State Division of Workers Compensation immediately when changes in the Contractor's business operation affect the Contractor's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000) per injury and illness, and five hundred thousand dollars (\$500,000) policy limits. Contractor also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. If the Contractor is exempt from Alaska Statutory Requirements, the Contractor must provide written confirmation of this status in order for the CBJ to waive this requirement.

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles one million dollars (\$1,000,000) combined single limit coverage.



Invitation to Comment

On a proposal to be heard by the CBJ Planning Commission
Your Community, Your Voice



155 S. Seward Street Juneau, Alaska 99801

TO:

An application has been submitted for consideration and public hearing by the Planning Commission for **an extension of a Conditional Use Permit (USE2021 0011)** for a cold weather emergency shelter at Resurrection Lutheran Church.



TIMELINE

Now through 12 noon, April 22

Comments received during this period will be sent to Planning Commissioners to read over the weekend in preparation for the hearing. The planner handling the case, Jennifer Shields, will also read any written comments that are received. You may also contact her via the phone number listed below.

FOR DETAILS OR QUESTIONS,

Phone: (907)586-0715 ext. 4139 ◆

Email: pc_comments@juneau.org

Mai: Community Development, 155 S. Seward St,
Juneau AK 99801

Printed April 12, 2022

Staff Report expected to be posted **Monday, April 18, 2022** at <https://juneau.org/community-development/planning-commission>
Find hearing results, meeting minutes and more here as well.

HEARING DATE & TIME: 7:00 pm, April 26, 2022

This meeting will be held in person and by remote participation. For remote participation: join the Webinar by visiting <https://juneau.zoom.us/j/87889807666> and use the Webinar ID: 878 8980 7666 OR join by telephone, calling: 1-253-215-8782 and enter the Webinar ID.

You may also participate in person in City Hall Assembly Chambers, 155 S. Seward Street, Juneau, Alaska.

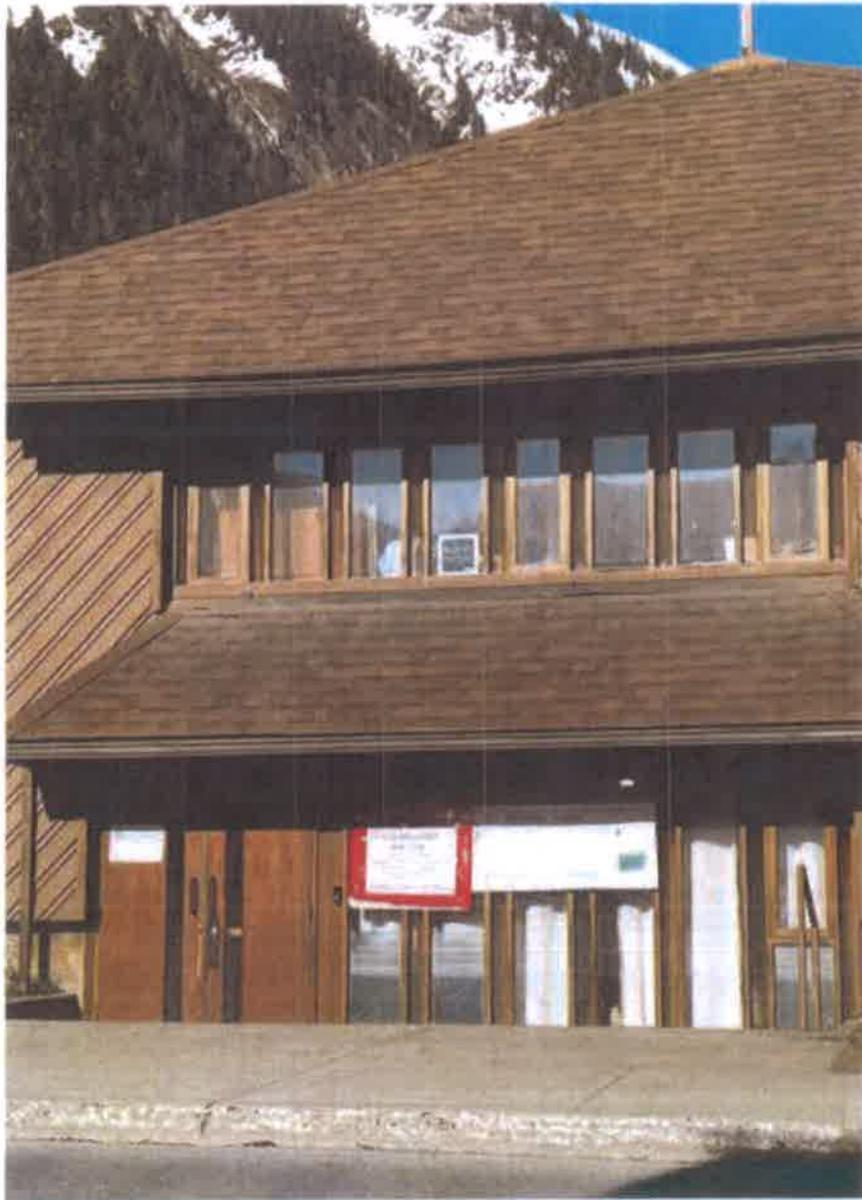
April 27

The results of the hearing will be posted online.

Case No.: USE2022 0005

Parcel No.: 1C060C260060

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



Attachment F - Public Notice Sign