



ASSEMBLY COMMITTEE OF THE WHOLE WORKSESSION AGENDA

December 19, 2022 at 6:00 PM

Assembly Chambers/Zoom Webinar/YouTube Livestream

<https://juneau.zoom.us/j/95424544691> or 1-253-215-8782 Webinar ID: 954 2454 4691

Assembly Committee of the Whole Worksession-no public testimony will be taken.

- A. CALL TO ORDER**
- B. LAND ACKNOWLEDGEMENT**
- C. ROLL CALL**
- D. APPROVAL OF AGENDA**
- E. APPROVAL OF MINUTES**
 - [1.](#) May 2, 2022 Assembly COW - Draft Minutes
 - [2.](#) December 11, 2022 Assembly Retreat - Draft Minutes
- F. AGENDA TOPICS**
 - [3.](#) Gondola Revenue Sharing Agreement
 - [4.](#) Docks & Harbors Land Management Code Update
 - [5.](#) Assembly Goals
 - [6.](#) Cruise Ship Dock Waterfront Planning
 - [7.](#) Hazard Mapping - Information Item
- G. NEXT MEETING DATE**
 - 8. Next Meeting Date-January 23, 2023
- H. SUPPLEMENTAL MATERIALS**
- I. ADJOURNMENT**

ADA accommodations available upon request: Please contact the Clerk's office 36 hours prior to any meeting so arrangements can be made for closed captioning or sign language interpreter services depending on the meeting format. The Clerk's office telephone number is 586-5278, TDD 586-5351, e-mail: city.clerk@juneau.org.

**ASSEMBLY STANDING COMMITTEE
COMMITTEE OF THE WHOLE**
DRAFT Meeting Minutes – May 2, 2022

I. CALL TO ORDER

The Assembly Committee of the Whole Meeting, held virtually via Zoom, was called to order by Mayor Weldon at 6:00p.m. Since Deputy Mayor Maria Gladziszewski was participating via Zoom, Mayor Weldon presided during this meeting.

II. LAND ACKNOWLEDGMENT

Mr. Bryson acknowledged that the City and Borough of Juneau is on Tlingit land, and we wish to honor the indigenous people of this land. For more than ten thousand years, Alaska Native people have been and continue to be integral to the well-being of our community. We are grateful to be in this place, a part of this community, and to honor the culture, traditions, and resilience of the Tlingit people. *Gunalchéesh!*

III. ROLL CALL

Assemblymembers Present: Maria Gladziszewski (Zoom), Wade Bryson, Alicia Hughes-Skandijis, Greg Smith, Christine Woll, Michelle Hale, Carole Triem (Zoom), and Mayor Beth Weldon.

Assemblymembers Absent: ‘Wáahlaal Gíidaak

Staff Present: City Manager Rorie Watt, Deputy City Manager Robert Barr, City Attorney Robert Palmer, Municipal Clerk Beth McEwen, Deputy Clerk Diane Cathcart, Finance Director Jeff Rogers, Engineering/Public Works Director Katie Koester, Parks & Recreation Director George Schaaf, Assistant Attorney Sherri Layne

IV. APPROVAL OF AGENDA

The agenda was approved as presented.

V. APPROVAL OF Minutes

Hearing no objection, the minutes of the January 24, 2022 Committee of the Whole meeting were approved as presented.

V. AGENDA TOPICS

A. 1% Sales Tax for Projects

Mr. Watt, in speaking to his memo on packet page 15, provided the timelines as well as possible process questions, with respect to placing the 1% Temporary Sales Tax projects on the October 4, 2022 election ballot.

There were three main questions that Mr. Watt asked the Assembly to answer at this meeting:

- 1) Does the Assembly feel the need to hear from Departments and Enterprise Boards, or is the CIP and legislative priority list sufficient?

- 2) Is the draft list from the March 12 COW meeting sufficient as a working document, or would the Assembly prefer a different starting point?
- 3) Would the Assembly like some type of ranked choice process to help navigate the different individual priorities and likely different preferences for different funding levels?

Assemblymembers discussed these questions and came up with a consensus answering the questions as follows:

- 1) Due to all the work on the legislative priority list, they felt that memos from staff and/or correspondence from boards, committees etc... would be sufficient. Some members expressed a desire to hear from staff from whom they don't normally hear.
- 2) The group agreed that the initial list from March 12 was a good place to begin working from and expected it to expand as they receive input from staff as well as enterprise boards and the public.
- 3) Members agreed with the idea of ranking the finalized list before it goes into an ordinance for introduction by July 11 and adoption by August 1 to be able to appear on the ballot.

Mr. Watt explained that due to the timing of this process, he proposes to provide a staff report at the May 16 Assembly meeting during which he will lay out an update on the timeline to get proposals submitted to the City Manager's Office the week prior to the June 6 COW meeting. He said that at the June 6 COW meeting, the members can then ensure that the proposed list has all the various projects that belongs on the list. He said that will also be the time when everyone understands what those projects entail. The individual Assemblymembers would then submit their ranked list priorities to the Manager's Office, which will compile the results and bring back the aggregate priorities based on those rankings to the June 27 COW meeting.

Assemblymembers expressed a desire that whomever is doing the interim PIO duties send out a notice to the public that this process is underway and for anyone from the public wishing to submit ideas, suggestions, or projects to reach out and let the Assembly and Manager's office know. Mr. Watt said they will ensure that public notice is done.

B. Sales Tax on Food

Mr. Rogers went over items in the packet along with comparisons from other Alaskan communities with respect to sales tax and also how tax exemptions overall relate to one another in the CBJ revenue map. He said that for the calculations he was able to do, if they removed sales tax from food, the average sales tax savings per household over the course of the year would be \$143. He address the points in his memo that talk to impacts that a removal of sales tax on food may have on other taxes as well as if the Assembly wants to consider potential revenue by repealing some of the current tax exemptions on the books. He said that the key question before the Assembly at this meeting is whether they want further discussion on modification to sales tax exemptions, specifically as they relate to the exemption of sales tax on food.

Mr. Rogers then proceeded to answer questions posed by Assemblymembers about sales tax exemptions on sales by non-profits, and also single item and single service tax caps. He said that

the key piece to understand is that they do not have a cap on transactions (one invoice) but rather a cap on a single service, such as painting a house, or a single item.

Assemblymembers then asked Mr. Rogers questions about the information provided in the packet, especially as it related to the table on packet page 62.

Members then discussed their preferences for whether or not to remove the tax cap on sales of a single item or single service as well as sales by non-profits. Mayor Weldon noted that Mr. Palmer had been working on an item related to the exemption of sales by non-profits that was going to be a red folder item but he got called away and couldn't finish that memo in time for the meeting.

Members discussed these topics in detail and it was reiterated that the Assembly will be seeing these topics again before they will need to be put into ordinance form to appear on the ballot. Each of the members expressed their personal opinions at this stage of the process and what they hope to see in terms of legislation being brought back to them for consideration.

Mr. Palmer noted that he will bring some proposed legislation back to the Assembly for additional consideration at a future COW or AFC meeting. The two pieces of legislation that he will be bringing back would be an ordinance removing sales tax on food if voters approve a seasonal 6% sales tax rate and another ordinance that would propose the repeal of sales by non-profit organizations.

MOTION by Mr. Smith to ask staff draft an ordinance removing sales tax on food contingent upon voters agreeing to an increase of to the summer sales tax to 6% and asked for unanimous consent. *Hearing no objections, the motion carried.*

C. Election Code Changes – Ordinance 2022-24vCOW

Ms. McEwen presented information and noted that the memo on packet page 64 gives an executive summary of the changes in the 34 page ordinance. This ordinance is a housekeeping review to clean-up election code language to provide for elections to be conducted By-Mail using the new ballot processing center. It provides language to allow for vote centers in place of polling precinct locations. It also addresses and codifies solutions to some of the issues that have come up while conducting By-Mail elections over the past few years. Some of those issues are related to protecting voters' personal information by limiting the forms of personal information required on nominating and initiative and/or referendum petitions. Ms. McEwen relayed the fact that in 2021, there were a number of initiative petition books issued on which voters' personal information was provided but those petition books were never turned into the city due to an insufficient number of signatures. The proposed language in this ordinance would require that, regardless of the sufficiency of signatures on petition books, that they are turned into the city at the end of the petition filing period in order to preserve the protection of the voters' personal identifying information (Driver's license numbers, Year of Birth, Voter ID#, last 4 digits of Social Security Number) contained in the books.

Ms. McEwen also explained that other code changes requested by the Clerk's office included codification of some of the policies and procedures that have been used in practice but were not included in the election code. Additional proposed code language relates to a new section pertaining to the rules for observers at the new ballot processing center and vote centers since the processes will differ greatly from those that were in place for precinct polling places.

Ms. McEwen then answered questions from Assemblymembers with respect to specific sections of the ordinance as well as new practices as they relate to voting process when conducting elections By-Mail.

Members then discussed their concerns pertaining to the requirement for returning petition books if there were not enough signatures to qualify for a petition to be placed on the ballot. They expressed concerns about what happened with a recent state petition process during which names from petitions had been published on social media in retaliation against the signers of that petition.

Ms. Hale said that they are trying to forward an ordinance for introduction to the Assembly. She asked Mr. Palmer to clarify that if they forward this ordinance for introduction that they could still make amendments to it at the Assembly meeting.

Mr. Palmer responded that this is one of those instances that gets to the core question at which they need to discuss the powers of committees. He said the Assembly COW is the most important committee to address related to the power held by committees. He said that if the motion is simply a recommendation to introduce an ordinance, there is a way to read that motion as allowing the Assembly to make amendments to the ordinance different than what was discussed at the COW meeting. If the motion was to introduce, and not a recommendation, that would be different. He said that the distinguishing factor between the two is whether it is a recommendation to do something or a decision to do something. Mayor Weldon noted that it looks like they will be making 'recommendations' during COW meetings from here going forward.

Ms. Hughes-Skandijs asked if this was similar to the parking ordinance that recently went through the Assembly/COW process. Mr. Palmer then explained that ordinance had a unique set of circumstances and Assembly/COW flow that was not quite similar to what this elections ordinance is going through so the election ordinance would not be handled in the same way as that parking ordinance since the COW/Assembly paths are different. He said that if the COW makes a recommendation to forward the elections ordinance to the Assembly for introduction, there would be nothing preventing the members from making amendments to the ordinance (not previously made during the COW meeting) during the public hearing/adoption process at an Assembly meeting.

Additional discussions took place with members and Mr. Palmer as it relates to how much power the Assembly Committee of the Whole and generally how much power other committees have. He said this is something he and the Clerk have struggled with in the past. The key difficulty is

in trying to determine if a committee has the power to hold something within the committee after it was introduced and referred to the committee by the Assembly. He said that they have determined that if there is a topic that is brought up in the committee and it is held within that committee prior to a piece of legislation being introduced, there is no problem with that. It is the special scenario where an ordinance is introduced at an Assembly meeting, it is then referred to a committee and the Assembly has set it for public hearing, does the committee have the power to hold it or does it have to go back to the Assembly for public hearing? He said that is the struggle we occasionally have and was the scenario with what happened to the parking ordinance at the last Assembly meeting. He said that question is how much power the COW has to make changes during that time between introduction and public hearing/adoption.

The Mayor asked for clarification that when they move stuff from the COW to the Assembly that changes can still be made at the Assembly. Mr. Palmer said that isn't a problem when it is referred to the Assembly prior to introduction. He said they start getting into the problems when it is between introduction and public hearing.

Deputy Mayor Gladziszewski asked that it be made crystal clear in our rules of procedure that they can make changes at the Assembly.

Ms. Gladziszewski said that she is concerned about the petitions having to be submitted back to the clerk. She said that petitioner committees make copies of the signature pages when they are doing their process. She expressed her concern that the reason they may not chose to send it to the city was for the retaliatory reasons that had been encountered in the Recall Dunleavy petition. She said that she understands the City Clerk's concerns about the personal information but she said that she doesn't think sending it back to the city prevents anything other than people being able to see those booklets by filing a public records request.

Ms. Triem asked for clarification on the discussion and said that she didn't want to miss any important portions of the discussion. Mayor Weldon provided a recap of the previous discussion. Ms. Triem said that while she appreciates Ms. Hale for catching the concern and thinks it is a valid one, with respect to confidentiality and privacy of voter information, she would prefer to err on the side of getting the booklets back.

MOTION by Ms. Hale to recommend that the COW forward Ordinance 2022-24COW for introduction at the May 16 Assembly meeting and asked for unanimous consent.

Mr. Smith thanked the Clerk for her work to execute secure, accessible, and transparent elections. He said that he discussed this ordinance with the Clerk more than any other topic and he appreciated all the work of the Clerk on this. Mayor Weldon agreed and thanked the Clerk for ensuring that CBJ elections are conducted fair, equitable, and she pointed out the following key dates as they relate to the upcoming municipal election.

- The filing period for Municipal and School Board Candidates will be open July 15-25,
- September 4 is the last day to register to vote in the October 4 election,
- September 13 ballots will be mailed out to all eligible Juneau voters.

Hearing no objection, the motion passed by unanimous consent.

The meeting recessed at 7:10 and returned to session at 7:20p.m.

D. Street Vendor Map

Mr. Barr explained that this ordinance is largely housekeeping. It was discussed as a companion ordinance to the parking ordinance that the Assembly took action on last Monday. This ordinance updates and replaces the PD1 and PD2 with Vendor Area 1 and Vendor Area 2. The maps themselves (other than labeling) have not had any changes so it does not have any impacts to currently existing vendors.

MOTION by Ms. Woll that the COW recommend Ordinance 2020-11(b) be moved to the full Assembly for introduction. *Hearing no objection, the motion passed by unanimous consent.*

E. JPD/CCFR Armored Vehicle

Deputy Chief David Campbell, Lt. Krag Campbell, and CCFR Assistant Chief Travis Mead thanked the Assembly for the opportunity to present this information. They provided a slide-show and answered questions of the COW members.

Deputy Chief Campbell explained that the piece of equipment they are proposing to purchase is a Lenco BearCat G3 which is a purpose-built armored vehicle designed to transport EMS, Fire, and Police personnel during high risk situations. He explained that the BearCat G3 is a modified Ford F550 truck and that it does not have any offensive weapons and it to be used for the safe transport of first responders and citizens. Lt. Krag Campbell explained that the vehicle can transport up to 12 people at a time and it can be used to evacuate people from locations that would be too dangerous for fire trucks or ambulances. CCFR Assistant Chief Mead said that one of the features of the vehicle is that it is 4 wheel drive which will be able to get through hazard areas that other vehicles, including some of the ambulances, could not access. He spoke to some of the landslides that have happened in Juneau as well as other Southeast communities and how this type of vehicle may be used in those situations.

Ms. Triem asked Mr. Barr if the grant for this equipment is part of the 1033 Federal program that provides military vehicles to other jurisdictions or if this is a totally separate program. Mr. Barr said that this grant comes from the State Homeland Security program and that he does not believe it is part of the federal program that Ms. Triem was referring to for the relocation of military equipment.

Ms. Woll asked Mr. Mead if there were other vehicles available that could operate in natural disaster environments similar to this that isn't this particular piece of equipment. Assistant Chief Mead said yes, that there are four wheel drive ambulances that could be specially built to do similar things. He said that for him, this is more of a multi-use type vehicle. He said that the key piece is that it is armored and if they have to drive through a hot zone or hostile area to do their work, he wants to have the toughest vehicle they can have to have their people go in there to do

their work. He said that they have ATVs that they use for a lot of trail rescues but in the event of a landslide, he would prefer this type of vehicle over an ATV in the event of a secondary slide as it would provide more protection.

Mr. Bryson thanked them for the presentation and asked who would be trained to drive this vehicle and what the annual upkeep costs would be. Deputy Chief Campbell said that since it is a modified Ford vehicle, their JPD Ford certified mechanics would be the ones to service and do upkeep on the vehicle. He said that staff from JPD and CCFR would both be trained on using the equipment. He said that the State Troopers also use this same type of equipment in AK. Ms. Triem asked if the Troopers had any located here in Juneau and Deputy Chief Campbell said they do not have any located in Juneau or Southeast.

Ms. Hughes-Skandijs asked what specific incidents might they have used this piece of equipment if they had it during the past 5 years.

Deputy Chief Campbell recounted a number of incidents including a landslide on Wire Street. He also recalled a dramatic incident from 2012 off the Back Loop Road where they had a multi-hour stand-off with an active shooter that was shooting up a neighborhood. The police said that there was a situation about a year and half ago where someone was committing felonious acts across the borough and was on a crime spree and they determined it was a very high risk situation. They had a 30-45 minute negotiation period during which Lt. Campbell was actively negotiating with the individual but it was considered a high risk situation and one that this piece of equipment may have been deployed for the safety of the officers and the community.

He explained that JPD/CCFR are drafting up protocols and policies under which this asset would be used. He said that he anticipates that while they would hope they never need to use it, it would likely be called up for use 3-4 times a year.

Assemblymembers asked additional questions about particular incidents and what protections are currently in place for citizens and JPD without the use of this vehicle. They also asked about policies and protocols used by JPD and CCFR.

Deputy Chief said that it takes time to have tactical officers respond and the vast majority of incidents would resolve itself before this type of vehicle would be brought in. He said that JPD receives approximately 50,000 calls a year, process 5,000 cases and 1,800 arrests per year. He said they would use the vehicle infrequently and so far they have gotten lucky in the past but they shouldn't count on luck; they should equip the right tools for the job. He spoke to the training JPD and CCFR receives and they determine the threats on a case-by-case basis and will continue to do so.

Assist. Chief Mead said from a CCFR perspective, they were issued bullet proof vests 6 years ago and they have them on the ambulance crews and they have received the appropriate training. He said that even with that training, he doesn't feel good about sending his people into warm zones and this vehicle would create opportunities for them to perform successfully.

Ms. Gladziszewski expressed her concerns about the militarization of the police and talked about their mention of creating policies to use this vehicle in specific situations. Deputy Chief Campbell said that they are trying to use the right tool for the right job. He said that he understands concerns about militarization of the police and until heard someone referring to this last week as a “tank” he had only been thinking of this in terms of a rescue vehicle. He said that JPD and Juneau citizens have a very good relationship and he is thrilled to be here to provide clarification and more information to the Assembly and public to make sure the community is aware of what this really is going to be used for. He said on a larger scale, when it comes to looking at fear and perception vs. safety, he will take safety every time.

Ms. Gladziszewski thanked Deputy Chief Campbell for his explanations. She said that since Juneau is all by itself, you can’t just call a neighboring department to borrow one if needed. She asked if Anchorage or Fairbanks also have these or if Chief Mercer and JPD are just being proactive in obtaining one. Deputy Chief Campbell deferred to Lt. Krag Campbell who is the tactical and subject matter expert for the department on this. Lt. Campbell explained that Anchorage does have a Lenco BearCat. He said that the Alaska State Troopers have three of them. He said that Fairbanks has an MRAP which is a refurbished military vehicle through the 1033 program.

Assemblymember Smith spoke to concerns he had about militarization of police and de-escalation. He asked if there were any other mitigation measures that could be taken. Lt. Campbell spoke to what people mean when they refer to militarization of the police looks like. People are concerned with the potential that it would be used for offensive purposes and he noted that it is not going to be for offensive measures.

Additional discussion took place with some discussion took place about it being painted red so that it fits in more with the CCFR fleet. Whenever talking about militarization of the police, it is often due to fear of the unknown. Deputy Chief Campbell talked about opportunities within the community to provide education and community outreach opportunities to try to alleviate some of the concerns/fears out there.

Assistant Chief Mead spoke of the language CCFR often uses with respect to hot or warm zones, as those tend to be the language they use to gauge the specific situations. He also discussed the various resources they have with which to respond to emergencies.

Additional discussion took place during which JPD/CCFR staff responded to the policies and protocols in place when they are responding to various situations.

Mayor Weldon asked if they should treat this as an informational item or if the committee wanted/needed to take action on this item? Members expressed their wishes and/or concerns. The final consensus was that it was very helpful to have the officers come and provide this

information to the Assembly. Assemblymembers would like to receive additional updates periodically and with respect to this vehicle and other policies and protocols.

Mayor Weldon noted that the message she is hearing from the Assembly loud and clear is that this vehicle is for the safety of officers, first responders, citizens and to ask that the color be painted red.

VII. ADJOURNMENT

There being no further business to come before the Assembly, the Committee of the Whole meeting was adjourned at 8:34p.m.

THE CITY AND BOROUGH OF JUNEAU, ALASKA
ASSEMBLY RETREAT/WORKSESSION
DRAFT Meeting Minutes – December 11, 2022

I. CALL TO ORDER

The Retreat/Worksession of the City and Borough of Juneau Assembly, held in-person at Bartlett Regional Hospital Administrative Boardroom, was called into order by Mayor Beth Weldon at 10:02 a.m.

II. LAND ACKNOWLEDGMENT

Assemblymember Greg Smith acknowledged that the City and Borough of Juneau is on Tlingit land, and wished to honor the people of this land. For more than ten thousand years, Alaska Native people have been and continue to be integral to the well-being of our community. We are grateful to be in this place, a part of this community, and to honor the culture, traditions, and resilience of the Tlingit people. *Gunalchéesh!*

III. ROLL CALL

Assemblymembers Present: Mayor Beth Weldon, Deputy Mayor Maria Gladziszewski, Wade Bryson, Carole Triem, Michelle Hale, Christine Woll, Greg Smith, and Alicia Hughes-Skandijns

Assemblymembers Absent: ‘Wáahlaal Gíidaak

Staff present: City Manager Rorie Watt, Deputy Manager Robert Barr, Municipal Attorney Robert Palmer, Municipal Clerk Beth McEwen, Community Development Director Jill Maclean, CDD Planning Manager Scott Ciambor, Lands Manager Dan Bleidorn, Engineering/Public Workers Director Katie Koester, Port Director Carl Uchtyl, Finance Director Jeff Rogers, Tourism Manager Alexandra Pierce, Assistant City Attorney Sheri Layne, Law Department Office Manager Deb Senn

Others present: Kirby Day, Karla Hart, Kim Metcalfe

IV. APPROVAL OF AGENDA

The agenda was approved as presented.

The Mayor welcomed everyone to the retreat. She invited attendees to split up into groups of 2-3 and come up with a CBJ slogan or cheer to start the day off. There were so very inventive cheers and slogans that members brought forward.

Manager Watt provided a high level overview of the 2021 goals, specifically those related to housing, and what the status of each one of them was at this time.

V. AGENDA TOPICS

The following are the agenda topics and links to resources that were included in the retreat packet:

1. **Housing**

- a. **Housing Information Through a Juneau Lens**
 - b. **Housing Action Plan Update from 6/6/22**
 - c. **Law/CDD Legislation Per Year Graphs**
 - d. **Planning Commission Priorities**
 - e. **Link to CBJ's [Housing Action Plan](#)**
 - f. **Inventory of Vacant and Underdeveloped Properties within the Urban Service Area Map <https://cbj-gis.maps.arcgis.com/apps/webappviewer/index.html?id=ccad49cd1fff4cbaa25dd0dcf5c030fc>**
- [Assembly Retreat 2022 Housing Memo FINAL.pdf](#)
[Legislation by year.pdf](#)
[PC letter to Assembly re priorities 11 25 22.pdf](#)

Assemblymember Woll facilitated the discussion on Housing and the Assembly split into three groups with 2-3 members in each group. Each group then took turns meeting with Lands, CDD, and Finance staff to discuss each of the following aspects related to housing: Land, Regulations, and Money. Below are the notes that Assemblymember Woll compiled following those discussions.

Land Table

Rank Projects 1-5. 1 = We have serious concerns; 5 = We're ready

Telephone Hill: 3, 4.5 (excited to do extensive planning and public visioning), 5-excited to plan

Questions and concerns to address:

- We already own the land (yay!) but we need to do a lot of planning and prelim work
- How much money to get rid of the hump?
- How much control do we keep?
- What kind of housing provides the maximum public good?
- How much interest is there from private developers?

Peterson Hill: 4,5,5

Questions and concerns to address:

- Do we rezone? Current D10-SF, should we go to D10?
- Determine assembly vision for what we want to see there?
- Do we go further up the hill? How much \$\$?

2nd Street + Franklin Street corner lot: 5

- Can we acquire the 2nd and Gold parcel from the state? How do we sweeten the pot so they work with us?
- Should we use a process similar to Vintage Park (i.e., decide what we want, then use RFP)

How do we get more done on land issues to support housing?

- Evaluate easement code and low-value transactions to remove from committee process...cautiously
- Explore community land trusts (ask Tamara Rowcraft)
- Add FTEs / \$\$ to the lands department

- Buy or otherwise acquire vacant land / minor subdivisions
- Develop process to use CBJ land for USCG housing
- Analyze state land to acquire
- Evaluate LHED staff (RN staff is Lands staff; committee includes housing and economic development)

Regulation Table

What regulation changes should we prioritize to increase housing in the short term? Do we have the appetite to tackle public and private improvements (i.e., roads and utilities)? What big ideas do we want to prioritize?

- Table of dimensional standards including floating setbacks
- Allow extra accessory apartments
- Increase density wherever possible (set minimums, reward maximums)
- Consider making Chapter 35 variable (cautiously)
- Consider decreasing road standards AND changing LID code (so that roads build past houses aren't paid for 90% by the CBJ)
- Short Term Rentals (STRs)
- Customize/eliminate pieces of ICC for Juneau?
- Tiny homes / manufactured home villages / senior 1 story housing
- Eliminate Single Family zoning / Inclusionary zoning

How can we get more work done? Do we work on the system that results in Title 49 changes?

- Maybe?
- Limited hearing officer for some things; take things from Director and PC to give more time for other things
- Goal is to lighten load, not take all authority away
- Actively work on PC recruitment
- Example of different flow for Title 49 changes:
 - o Assembly has idea -> Director/CDD draft concept -> Law writes code change -> comes back to Assembly (PC comments on change).

Money Table

How aggressive should we be with grants, loans, and tax abatement?

- Rankings:
 - o Cautiously aggressive (as 39% of public in HAP suggested) (1)
 - o Very aggressive and targeted (6)
 - o Extremely aggressive (1)
- Existing programs:
 - o Mobile home loans
 - o Accessory apt grant
 - o Tax abatement
 - o Affordable housing fund
 - o Public-private partnerships
 - o CBJ Development – Sale
- Additional Comments:
 - o No individual developers should come to the Assembly \$\$ (use AHF instead)

What new (or existing) \$\$ programs should we focus on?

- Renters to homeowners
- Title 49 – Build to maximum capacity? – impact fees
- Move JAHF to 2x year, develop dedicated revenue source, and look to state/federal match
- Bonding – capital improvement or private
- Preserve housing
- Interest rates = Bank/CBJ loans
- Use “patient” capital – i.e., extend repayment timelines
- Loan/grants to build new or remodel multifamily homes
- Reassess JAHF terms of loans
- RFP / Competitive bids for Multi-Family (MF) and Seasonal
- Loan Program for Roads at sale of property. Partial grant if MF target
- Community Loan Program
- Coast Guard land
- Telephone Hill
- CBJ Develop and Sell

2. Budget

- a. Update on FY22 Year-End Close
- b. Mid-Year Update on FY2023
- c. Looking Ahead to FY2024
- d. FY21-FY24 Budget Summary and Impact on Fund Balance
- e. Sales Tax Actuals and Forecast
- f. Inflation Adjusted Per Capita CBJ General Government Spending
- g. 16-Year General Government Fund Balance History and Projections
- h. Use of Fund Balance

[Memo-Update on FY22 YearEnd Close.pdf](#)

[Memo-Mid-Year Update on FY23.pdf](#)

[Memo-Looking Ahead to FY24.pdf](#)

[Budget Summary FY21-24.pdf](#)

[Consolidated Revenue Forecasting FY22-24.pdf](#)

[CBJ Inflation Adjusted Per Capita Spending.pdf](#)

[GGF Graph FY21-24.pdf](#)

[GF Balance Graph without One-Time Expenditures 12.1.2022.pdf](#)

[FY12-FY23 General Government One-Time Expenditures 12.1.2022.pdf](#)

[Fund Balance Usage Assembly Retreat 12 11 22.pdf](#)

[1% Sales Tax Consolidated List with Aggregate Ranking Final for retreat.pdf](#)

Following the Housing discussion, the Assemblymembers went around the room discussing whether they felt the Budget/funding for CBJ government services was sized Too Big, Too Small, or Just Right. They provided direction to the City Manager for development of the FY24 budget that due to inflation and other considerations, it is likely the Manager’s budget will need to see some increases. It was a consensus of the body that they understood staff expenses may go up based on recruitment and retention challenges. They discussed at length moving some money out of the unrestricted budget reserve into the restricted budget reserve but they were not able to come to a consensus as to how much money that might be. The base floor amount that they all could agree with was for keeping at least \$8 million in the general fund.

Additional discussion took place about other financially related matters including Mr. Bryson asking for a Sales Tax Holiday to be declared for 2/29/2024 and Ms. Hale asking that they build a buffer into the budget to allow for unexpected one-time projects similar to what happened with the gondola this past year.

3. Tourism

- a. **Long-Term Tourism Strategy**
- b. **Juneau Tourism Survey**
- c. **Juneau Docks and Seawalk Map**
- d. [Visitor Industry Task Force webpage.](#)
[11.22.22 COW memo long-term tourism strategy.pdf](#)
[2021-01-07-VITF-final-report_COW.pdf](#)
[VITF Implementation Status 12.1.22.pdf](#)
[Juneau Tourism Survey 2022 Report REV 12_1_22.pdf](#)
[Docks.pdf](#)

Tourism Manager Alix Pierce gave a presentation on tourism issues incorporating some of the questions from the recent Tourism Survey, the Visitor Industry Task Force (VITF) recommendations and waterfront management. The action steps she proposed the Assembly may wish to consider were as follows:

- Direct the Manager to draft a resolution adopting the long-term goals established by the VITF. (Actions re: VITF)
- Direct the Manager to bring CLAA under contract for the scheduling and port agent services at the municipal docks. Do so in a manner that allows coordination and support for other southeast communities. (Actions re: Scheduling)
- Complete analysis of passenger fees and docking fees with the goal of solving disparity in rates charged by CBJ and the private docks so that concepts like “best ship at best dock” are implementable. (Actions re: Scheduling)
- Direct Manager to develop long term waterfront capital plan that becomes part of the annual CIP. (Actions re: Waterfront Management)
- Direct Manager to enter into discussions with the owners of the private docks to create a pathway to municipal management of the waterfront. Methods that should be explored include dock acquisition (friendly or even adversarial) or other creative methods. (Actions re: Waterfront Management)

Assemblymembers discussed these action steps at length and agreed that any resolution related to the VITF recommendations include language to incorporate restrictions on Hot Berthing. With respect to the topic of scheduling, the Assembly provided direction to the City Manager to bring CLAA under contract for scheduling city docks.

4. Assembly Goals + PWFC Report

- a. **2022 Assembly Goals Updates**
- b. **Assembly Goals - Submitted Changes & Comments**
- c. **PWFC Input on 2023 Goals**
- d. **JCOS Input on 2023 Goals**
[2022 Goals Final updated for retreat v2.pdf](#)
[Assembly Member Goals - changes comments \(002\).pdf](#)
[PWFC input on 2023 assembly goals amended by PWFC on Nov 28.pdf](#)
[2022-11-18-JCOS-Letter to Assembly for Retreat.pdf](#)

The Mayor and Manager went through the status of the 2021 goals and they decided which ones they want to carry forward and which ones could be considered complete and to be removed from the list.

Mr. Barr will work on incorporating all those changes into the goals and along with Assemblymember Christine Woll, will compile the notes of the Housing discussion along with the goals and bring it back to the next Assembly COW meeting. An updated goals document will then be brought back to the Assembly COW for review/approve, hopefully at the December 19, 2022 Assembly COW meeting if possible or a subsequent meeting as soon as it is ready.

VII. ADJOURNMENT

There being no further business to come before the Assembly, the meeting was adjourned at 4:35 p.m.

Signed: _____
Elizabeth J. McEwen
Municipal Clerk

Signed: _____
Beth A. Weldon
Mayor

MEMORANDUM



DATE: November 28, 2022
TO: CBJ Assembly
FROM: Jeff Rogers, Finance Director

105 Municipal Way
Juneau, AK 99801
Phone: (907) 586-5215
Fax: (907) 586-0358

SUBJECT: Proposed Revenue Sharing Agreement with Goldbelt, Inc

Eaglecrest has been negotiating a Revenue Sharing Agreement (RSA) with Goldbelt, Inc., pursuant to Goldbelt’s announcement of its intent to invest in the Eaglecrest Gondola Project. This memo updates the Assembly Finance Committee on the status of those negotiations. The current proposal calls for Goldbelt to contribute \$10 million to the Gondola Project in three separate payments, in December 2022, April 2023, and August 2023.

The RSA has a term of 25 years from day the Gondola Project opens, unless it is terminated by either Goldbelt or Eaglecrest. Over the life of the RSA, Goldbelt will repaid a minimum of \$20 million in compensation for its initial investment. If that \$20 million repayment doesn’t happen in 25 years, the term will be extended until the repayment has occurred. The contract sets an opening date of May 31, 2027, and allows Goldbelt to terminate if it hasn’t opened by that date. In that event, Goldbelt would be repaid the total amount it has invested plus 5% simple interest, with a cap of 110% of the total investment.

The RSA provides that Goldbelt will receive revenue in two phases according to a progressive schedule of increasing percentages based on visitor numbers. Phase 1 will pay Goldbelt from 10% to 25% of summer operation receipts until Goldbelt has received \$20 million. Once the \$20 million threshold is passed, Goldbelt will be paid from 10% to 12.5% for the remainder of the term of the RSA. A sample calculation of this phased revenue sharing is attached.

The RSA allows for termination under four circumstances: mutual agreement; by Eaglecrest for convenience; by Eaglecrest for cause; or by Goldbelt for cause, with different fiscal consequences for each scenario. Termination by mutual agreement would presumably include payment terms. If Eaglecrest terminates for convenience during Phase 1, the termination fee would be the total Goldbelt had contributed to date plus 5% interest, less any amount already paid to Goldbelt, the total capped at 110% of the total investment. If this yields a negative sum, the termination fee is what Goldbelt was owed but had not yet been paid. If Eaglecrest terminates for convenience in Phase 2 the termination fee would again be what Goldbelt was owed but had not yet been paid.

Eaglecrest may terminate for cause if Goldbelt fails to make a contribution payment, otherwise breaches the agreement and fails to or cannot cure the breach, becomes insolvent, or has a force majeure event. If Eaglecrest terminates for cause in Phase 1, the termination fee would be the total contribution to date less Goldbelt’s share already paid. If the foregoing results in a negative sum, the fee would be only what Goldbelt had earned but hadn’t yet been paid. If Eaglecrest terminates for cause in Phase 2 the termination fee would once again be what Goldbelt was owed but had not yet been paid.

Goldbelt may terminate for cause if Eaglecrest fails to pay or breaches and fails to cure a breach of the RSA. The RSA provides that the funds which Eaglecrest will pay Goldbelt will be generated from gross summer operations receipts. It allows recourse to court for either party to seek damages from the other party, with limitations on consequential and indirect damages. Because the fund source is limited, there is a possibility that a future Assembly might not have funds to remit to Goldbelt if the summer operation receipts were insufficient, but the obligation would not be guaranteed by the full faith and credit of CBJ.

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

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA
Serial No. 2022-63

An Ordinance Authorizing the Manager to Enter into a Revenue Sharing Agreement with Goldbelt, Inc. to Fund Installation of the Gondola and Associated Infrastructure at the Eaglecrest Ski Area.

WHEREAS, the City and Borough of Juneau (“CBJ”) owns the Eaglecrest Ski Area and desires to develop and improve the public ski area by installing, deploying, and operating a gondola system and other associated amenities, facilities, and visitor attractions; and

WHEREAS, the Assembly appropriated \$2,000,000.00 for the purpose of a used gondola (February 28, 2022; Ordinance 2021-08(b)(am)(Z)); and

WHEREAS, shortly after the \$2,000,000.00 was appropriated, Goldbelt, Inc., a local Alaska Native Corporation, reached out with a \$10,000,000.00 offer to fund installation of the gondola and associated infrastructure; and

WHEREAS, the CBJ contemplated both market and bond bank financing and does not believe that these two approaches would be as favorable as working with Goldbelt Inc. because neither private or bond bank financing would allow for joint marketing; moreover, private financing would require loan collateralization and revenue bond financing rates would be unfavorably high because the revenue stream does not yet exist; and

WHEREAS, in exchange for Goldbelt, Inc.’s capital contributions, the City and Borough of Juneau is willing to share summer revenue from the gondola project; and

WHEREAS, the City and Borough of Juneau is not pledging taxes, revenue from taxes, or the full faith and credit of the municipality but is securing this revenue sharing agreement principally with the summer revenue from the gondola project, (see CBJ Charter 10.1; A.S. 29.47.240 Revenue bonds); and

WHEREAS, this revenue sharing agreement does not create a property interest conversion for the purposes of the federal Land and Water Conservation Fund because ownership of the gondola project, like the surrounding Eaglecrest Ski Area, remains wholly owned by the CBJ

1 (see 54 U.S.C.A. § 200305(f)(3); 36 C.F.R. § 59.3; LWCF Financial Assistance Manual at page
2 103 (3/11/2021)); and

3 WHEREAS, Goldbelt, Inc. is uniquely situated to execute a revenue sharing agreement with
4 the CBJ because Goldbelt, Inc. owns the other gondola-like conveyance (Goldbelt Tram Alaska)
5 in the community, which eliminates competition concerns with the Goldbelt Tram Alaska,
6 encourages visitor impact diversification and sustainable use of both aerial conveyances, and
7 Goldbelt, Inc. has a natural financial interest to see both aerial conveyances prosper while
8 benefiting the community; and

9 WHEREAS, this revenue sharing agreement and the underling gondola installation is in the
10 best interest of the community and serves an important public purpose.

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

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

14 **Section 2. Authorization to Execute Revenue Sharing Agreement.** The City
15 Manager is authorized to execute the Revenue Sharing Agreement depicted in Exhibit A. The
16 City Manager may make minor typographical and grammatical changes, but any material
17 change to Exhibit A requires Assembly approval prior to such change taking effect.

18 **Section 3. Effective Date.** This ordinance shall be effective 30 days after its adoption.

19 Adopted this _____ day of _____, 2023.

20 _____
21 Beth A. Weldon, Mayor

22 Attest:

23 _____
24 Elizabeth J. McEwen, Municipal Clerk
25

REVENUE SHARING AGREEMENT

PART I: PARTIES

This Revenue Sharing Agreement (this “Agreement”), dated as of _____, 2023 (the “Effective Date”), is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska (the “City”); and Goldbelt, Inc., an Alaska Native Urban Corporation (“Goldbelt”) incorporated under the laws of the State of Alaska with its principal place of business in Juneau, Alaska. The City and Goldbelt are collectively referred to herein as the “Parties” and individually as a “Party” to this Agreement.

PART II: CONTRACT ADMINISTRATION

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

City & Borough of Juneau:
Attn: Dave Scanlan, Manager
Eaglecrest Ski Area
155 South Seward Street
Juneau, AK 99801
Telephone: 907-789-2000
E-mail: dave.scanlan@eaglecrest.com

Goldbelt, Inc.
Attn: McHugh Pierre, President & CEO
Goldbelt, Inc.
3025 Clinton Drive
Juneau, Alaska 99801
Telephone: 907-790-4990
E-mail: mchugh.pierre@goldbelt.com

PART III: CONTRACT DESCRIPTION

This Agreement is identified as a Revenue Sharing Agreement. The following appendix and any exhibits or attachments incorporated by reference or attached thereto (collectively, the “Appendix”) and exhibits (the “Exhibits”) are attached and are considered a part of this Agreement.

- Appendix A: Project, Contribution & Other Terms**
- Exhibit A: Project Location**
- Exhibit B: Project Description**

If in conflict, the order of precedence shall be this Agreement and then Appendix A.

PART IV: CONTRACT EXECUTION

The City and Goldbelt agree and sign below. This Agreement is not effective until signed by the City. Goldbelt 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.

[Signatures on following page]

CITY AND BOROUGH OF JUNEAU

GOLDBELT, INC.

By: _____
Duncan Rorie Watt
City and Borough Manager

By: _____
McHugh Pierre
President & CEO

Date: _____

Date: _____

Content Approved by: _____ Dave Scanlan, Eaglecrest Ski Area
Form Approved by: _____ Benjamin Brown, CBJ Law Dep't
Risk Management Review: _____ Chelsea Swick, CBJ Risk Management

APPENDIX A: PROJECT, CONTRIBUTION & OTHER TERMS

RECITALS

A. WHEREAS, the City is the owner of the Eaglecrest Ski Area located on Douglas Island, on an area of over 1500 acres on part of which the City currently operates Eaglecrest Ski Area as further described on the attached Exhibit A (the "Project Location");

B. WHEREAS, the City desires to develop the Project Location by acquiring, installing, deploying, and operating a gondola system at the Project Location (the "Project Gondola") and other associated amenities, facilities, and/or tourist attractions; all to attract the use of the Project (as defined below) by locals, independent tourists, cruise ship tourists, and independent tour operators;

C. WHEREAS, the City has the authority to make and receive grants and enter into agreements to foster the economic development of the City;

D. WHEREAS, Goldbelt agrees to provide the City with capital for the costs of installation and construction of the Project; and

E. WHEREAS, in order to induce Goldbelt to fund the Contribution (as defined below), the City is willing to share with Goldbelt certain summer revenue from the Project, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide the City with funds which will assist the City to build, construct, operate, and carry out the Project described further in Exhibit B (the "Project").

2. **Contribution.** In consideration of the various obligations to be undertaken by the City pursuant to this Agreement, Goldbelt agrees to provide the City with Ten Million Dollars US (US \$10,000,000) (the "Contribution") on such further terms and conditions as are described in

this Agreement. The City shall accept and use the Contribution for costs incurred in carrying out the Project as appropriated by the City and Borough of Juneau Assembly. Goldbelt will not, and shall not permit any subsidiary or affiliate, to record or obtain any lien on any property or asset of the Project.

3. **Disbursement of Contribution Funds.** Goldbelt will disburse Contribution funds as follows: (i) Four Million Dollars US (US \$4,000,000) within 30 days of the Effective Date; (ii) Four Million Dollars US (US \$4,000,000) within six months of the Effective Date; and (iii) Two Million Dollars US (US \$2,000,000) within one year of the Effective Date.

4. **Term.** The term of this Agreement (the “Term”) shall commence on the Effective Date and will continue until the earliest to occur of: (a) 11:59 PM AST on the twenty-fifth (25th) annual anniversary of the date that the Project Gondola opens to the public (“Public Opening”); (b) the termination of this Agreement by the City; or (c) the termination of this Agreement by Goldbelt. In the event that Goldbelt has not yet received repayment by the City of its Goldbelt Share during Phase 2 (as defined below in Section 6) in an amount equal to two (2x) times the amount of the Contribution disbursed by Goldbelt to the City under this Agreement (“ROI Amount”) by the Public Opening date, the Term shall be automatically extended until such date upon which Goldbelt has been repaid an amount equal to the ROI Amount under this Agreement, unless this Agreement has been earlier terminated by either Party. Subject to Section 25, Force Majeure, the City warrants that the Project Gondola will open to the public no later than May 31, 2027. If the Project Gondola does not open by that date, Goldbelt may terminate this Agreement under Section 5(d) below, and, upon such termination, the City shall repay to Goldbelt an amount equal to: (a) the amount of the Contribution provided to the City as of the date of termination, plus (B) an amount equal to five percent (5%) per annum simple interest (prorated for any partial year), non-compounded, calculated from the date such Contribution (or each part of the Contribution respectively) was made. Notwithstanding the foregoing, under no circumstance shall the repayment to Goldbelt under this Section 4 be more than one hundred ten percent (110%) of the amount of the Contribution provided to the City. Upon the payment described in this Section 4 being paid to Goldbelt, the Parties shall have no further obligation to each other.

5. **Termination, Default, and Remedies.**

(a) **Termination.** This Agreement shall terminate only upon the occurrence of any of the following circumstances: (i) upon written agreement of the Parties; (ii) pursuant to Section 5(b); (iii) pursuant to Section 5(c); or (iv) pursuant to Section 5(d).

(b) **For Convenience by City.** The City, in its sole discretion, may terminate this Agreement at any time, without cause, prior to any portion of the Contribution being received by the City or if the City & Borough of Juneau Assembly terminates deployment or operation of the Project Gondola or fails to appropriate funds necessary to construct or operate the Project (as described in Section 18), by providing at least fifteen (15) days’ prior written notice to Goldbelt. The City shall pay Goldbelt the termination fee as described in this Section 5(b) (the “Termination Fee”). Upon the payment of the Termination Fee described in this Section 5(b), the Parties shall have no further obligation to each other.

(i) In the event this Agreement is terminated by the City pursuant to this Section 5(b) during Phase 1 (as defined below), the City shall, within sixty (60) days of the

effective date of such termination, calculate the gross Summer Operations Receipts (as defined below), if any, as of the date of termination, and pay to Goldbelt the Termination Fee in cash, which shall be an amount equal to: (A) the amount of the Contribution provided to the City as of the date of termination, plus (B) an amount equal to five percent (5%) per annum simple interest (prorated for any partial year), non-compounded, calculated from the date such Contribution (or each part of the Contribution respectively) was made, minus (C) the Goldbelt Share as determined under Section 6, earned and paid to Goldbelt as of the date of termination. Notwithstanding the foregoing, under no circumstance shall the sum of subsections (A) and (B) above be more than one hundred ten percent (110%) of the amount of the Contribution provided to the City. In addition, and notwithstanding the foregoing and subject to any approvals required as described in Section 18(a), upon mutual agreement between the City and Goldbelt, the City may provide annual rental credits to Goldbelt or any of its subsidiaries or affiliates, on a dollar for dollar basis, on properties leased by Goldbelt or any of its subsidiaries or affiliates from the City, in lieu of payment of all or part of the Termination Fee.

(ii) In the event the number calculated pursuant to Section 5(b)(i) above is negative, the City shall instead pay to Goldbelt the Termination Fee, which shall be an amount equal to the Goldbelt Share as determined under Section 6, earned and not yet paid to Goldbelt as of the date of termination, if any. Notwithstanding the foregoing and subject to any approvals required as described in Section 18(a), upon mutual agreement between the City and Goldbelt, the City may provide annual rental credits to Goldbelt or any of its subsidiaries or affiliates, on a dollar for dollar basis, on properties leased by Goldbelt or any of its subsidiaries or affiliates from the City, in lieu of payment of all or part of the Termination Fee.

(iii) In the event this Agreement is terminated by the City pursuant to this Section 5(b) during Phase 2 (as defined below), the City shall, within sixty (60) days of the effective date of such termination, calculate the gross Summer Operations Receipts (as defined below) as of the date of termination, and pay to Goldbelt the Goldbelt Share as determined under Section 6, earned but not yet paid to Goldbelt as of the date of termination.

(c) For Cause by City.

(i) This Agreement may be terminated before the expiration date of the Term on written notice by the City, if Goldbelt: (A) fails to pay any portion of the Contribution when due hereunder and such failure continues for fifteen (15) days after such due date; (B) breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, is not cured by Goldbelt within the time frame identified in the notice of default. If the breach is not curable within the time frame specified, Goldbelt shall provide a written cure plan for approval by the City, which approval shall not be unreasonably withheld. Goldbelt will begin implementing the cure plan immediately after receipt of notice that the City approves the plan; (C) becomes insolvent; (D) is generally unable to pay, or fails to pay, its debts as they become due; (E) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law; (F) makes or seeks to make a general assignment for the benefit of its creditors; (G) applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property or business; or (H) has a Force Majeure Event that lasts longer than two (2) months. Upon the payment described in this Section 5(c), being paid to Goldbelt, the Parties shall have no further obligation to each other.

(ii) In the event this Agreement is terminated by the City pursuant to this Section 5(c) during Phase 1 (as defined below), the City shall, within sixty (60) days of the effective date of such termination, calculate the gross Summer Operations Receipts (as defined below) as of the date of termination, and pay to Goldbelt an amount equal to: (A) the amount of the Contribution provided to the City as of termination, minus (B) the Goldbelt Share as determined under Section 6, earned and paid to Goldbelt as of the date of termination.

(iii) In the event the number calculated pursuant to Section 5(c)(ii) above is negative, the City shall instead pay to Goldbelt an amount equal to the Goldbelt Share as determined under Section 6, earned and not yet paid to Goldbelt as of the date termination.

(iv) In the event this Agreement is terminated by the City pursuant to this Section 5(c) during Phase 2 (as defined below), the City shall, within sixty (60) days of the effective date of such termination, calculate the gross Summer Operations Receipts (as defined below) as of the date of the event serving as the basis for the termination, and pay to Goldbelt the Goldbelt Share as determined under Section 6, earned but not yet paid to Goldbelt as of the date of termination.

(d) For Cause by Goldbelt. This Agreement may be terminated before the expiration date of the Term on written notice by the Goldbelt, if the City: (A) fails to pay any portion due hereunder and such failure continues for sixty (60) days after notice of such failure to pay; (B) materially breaches any provision of this Agreement and either the breach cannot be cured, or if the breach can be cured, it is not cured by the City within thirty (30) days after the City’s receipt of written notice of such material breach. If the breach is not curable within thirty (30) days, the City shall deliver to Goldbelt a plan for curing such breach that is reasonably sufficient to effect a cure. If the City fails to cure or deliver a plan for curing such breach within thirty (30) days, Goldbelt may terminate this Agreement; or (C) has a Force Majeure Event that lasts longer than two (2) months.

(e) Remedies. Subject to the remedies as provided in this Section 5, each Party shall have all rights available at law or in equity arising out of a breach or default of the other Party under this Agreement (including the breach or any representation or warranty by another Party), including, but not limited to, the right to specific performance, the right to an injunction (both temporary or permanent), the right to pursue payment of any amounts owed or claimed to be owed by a Party under this Agreement, and the right to seek such recovery, damages, or other relief, as may be available at law or in equity, except as may be explicitly limited by this Agreement, suffered by a Party and caused by a breach or default by the other Party.

(f) Notice. Goldbelt shall advise the City immediately of any default or alleged default of which any director, officer, manager, or agent of Goldbelt is aware under this Agreement by either Party hereto.

(g) No Consequential or Indirect Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR ANY THIRD PARTY FOR: CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES; OR LOST PROFITS OR REVENUES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF: (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii)

WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

6. **Revenue Sharing.** Subject to Goldbelt funding the entire Contribution as required under the terms of this Agreement, and there being no default event as described in Section 5(c) then in existence, the City shall share with Goldbelt certain fees and revenues (the “Goldbelt Share”). For each year beginning with the year the Gondola is opened to the public, the Goldbelt Share shall be the amount calculated as follows:

(a) *Phase 1.* Until Goldbelt has received payments in an amount equal to the ROI Amount (“Phase 1”), Goldbelt shall be entitled to:

(i) ten percent (10%) of the gross Summer Operations Receipts for the first fifty-five thousand (55,000) summer visitors to the Project (measured by total individual, packaged, or summer season pass sales for the Project Gondola);

(ii) fifteen percent (15%) of the gross Summer Operations Receipts from summer visitors in excess of fifty-five thousand (55,000) up to sixty-five thousand (65,000), to the Project (measured by total individual, packaged, or summer season pass sales for the Project Gondola);

(iii) twenty percent (20%) of the gross Summer Operations Receipts from summer visitors in excess of sixty-five thousand (65,000) up to seventy-five thousand (75,000), to the Project (measured by total individual, packaged, or summer season pass sales for the Project Gondola); and

(iv) twenty-five percent (25%) of the gross Summer Operations Receipts from summer visitors in excess of seventy-five thousand (75,000) to the Project (measured by total individual, packaged, or summer season pass sales for the Project Gondola).

(b) *Phase 2.* Once Goldbelt has received payments in an amount equal to the ROI Amount (“Phase 2”), Goldbelt shall be entitled to:

(i) ten percent (10%) of the gross Summer Operations Receipts for the first fifty-five thousand (55,000) summer visitors to the Project (measured by total individual, packaged, or summer season pass sales for the Project Gondola); and

(ii) twelve and one-half percent (12.5%) of the gross Summer Operations Receipts from summer visitors in excess of fifty-five thousand (55,000) to the Project (measured by total individual, packaged, or summer season pass sales for the Project Gondola).

(c) *Payment of Goldbelt Share.* Within sixty (60) days after receiving a final statement for the Project identifying the gross Summer Operations Receipts for the immediately preceding calendar year of the Term, the City will submit to Goldbelt the Goldbelt Share payable pursuant to this Section 6. Payments made by the City to Goldbelt pursuant to this Agreement will be accompanied by an accounting showing the following for the applicable calendar year: (i) total fees and revenue generated by Project activities collected by the City; (ii) total fees and revenue

generated by the Project activities collected by Goldbelt and provided to the City; and (iii) total fees and revenue generated by the Project activities collected by third parties and provided to the City; all as described in Section 6(d) below.

(d) Sources. The “Summer Operations Receipts” shall mean the entire amount of all receipts, determined on a basis, from:

(i) revenue received by the City during the calendar year from the sale of individual, packaged, or summer season passes for the Project Gondola located at the Project Location for use during the summer, whether sold by the City, Goldbelt, or third parties. For purpose of this Agreement, “summer” is defined at the period which is the greater of: (A) the period between April 15th to October 15th of each calendar year; or (B) the cruise ship calendar for the City, provided by the Cruise Line Agencies of Alaska, for such calendar year;

(ii) revenue received by the City from the sale of individual, packaged, or summer season passes or sales for associated amenities, facilities, and/or tourist attractions funded by the Contribution located at the Project Location owned and operated by the City during the summer; and

(iii) Goldbelt shall be require to revert to the City from such sales an amount equal to the agreed upon wholesale pricing for individual Gondola rides or packaged adventure park products.

(iv) Summer Operations Receipts shall explicitly exclude existing amenities, facilities, and/or tourist attractions located at the Project Location as of the date of this Agreement, whether owned by a third party operator, Goldbelt, or the City.

(e) Records and Reports.

(i) On a monthly basis Goldbelt will provide to the designated representative of the City a summary report of activity generated by Goldbelt related to the Project as described in Section 6(d) above by the 15th of the month following the reporting period.

(ii) On a monthly basis, the City will provide to the designated representative of Goldbelt a summary report of summer activity generated by the Project as described in Section 6(d) above by the 15th of the month following the reporting period.

(iii) The Parties shall maintain accurate financial records, in a form acceptable to the Parties, of all transactions relating to the Project.

(iv) Upon at least thirty (30) days’ prior written notice from a Party (and not more than once per calendar year), each Party shall have the right, and the other Party shall permit, to have an independent certified public accounting firm selected by such Party, and reasonably acceptable to the other Party, to have access during normal business hours and at the audited Party’s principal place of business, to such books of account and records of any audited Party as may be reasonably necessary to verify the accuracy of the summer revenues described in this Section 6 for any period of time ending not more than twenty-four (24) months prior to the date of such request. If an audit pursuant to this Section 6(e) establishes that the audited Party underpaid

the unaudited Party, then the audited Party shall promptly (and, in any event, no less than fifteen (15) days after the accounting firm has notified both Parties in writing of the nature and amount of any underpayment) remit to the unaudited Party the amount of such underpayment plus interest (at a rate of seven percent (7%). The fees charged by such accounting firm in connection with any audit pursuant to this Section 6(e) shall be paid by the unaudited Party, provided, however, that such an audit establishes an underpayment by the audited Party that is more than five percent (5%) of the total amount of payments (or revenue remitted) by the audited Party to the unaudited Party for the period being audited, then the audited Party shall pay the reasonable and actual fees and expenses charged by such accounting firm in connection with such audit.

(v) The City will identify to Goldbelt any reports or documents required by this Agreement which are alleged to contain confidential or proprietary information of the City or the Project or any other person (“Identified Confidential Information”). To the extent reasonably permitted by local and state law, Goldbelt agrees to hold such Identified Confidential Information in confidence.

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

7. **Other Obligations of the Parties.**

(a) City Obligations. The City shall:

(i) provide any information and support that may be reasonably requested by Goldbelt regarding the marketing, advertising, promotion, and sale of the passes for the Project attractions;

(ii) allow Goldbelt to participate, at its own expense, in any marketing, advertising, promotion, and sales programs or events that the City may use or make generally available to third party sellers of the passes for the Project attractions, provided that the City may alter or eliminate any program at any time;

(iii) approve or reject, in its discretion, any promotional information or material submitted by Goldbelt for the City’s approval;

(iv) set the prices for the passes, goods, and services for the Project attractions to be charged by the City, Goldbelt, and other third-party sellers, having solicited and considered Goldbelt’s expertise and business experience; and

(v) in the City’s sole discretion, provide promotional information and material for use by Goldbelt in accordance with this Agreement.

(b) Goldbelt Obligations. Goldbelt shall:

(i) market, advertise, promote, and sell passes for the Project attractions in a manner that reflects favorably at all times on the good name and reputation of the City and consistent with good business practice;

(ii) have sufficient knowledge of the Project and Project attractions so as to be able to explain in detail to customers information about the Project and Project attractions;

(iii) not use any promotional and marketing materials related to the Project, whether prepared by the City or others, without the prior written consent of the City;

(iv) not make any materially misleading or untrue statements concerning the City or the Project, including any “bait-and-switch” practices;

(v) promptly notify the City of any complaint or adverse claim about the Project or Project attractions of which Goldbelt becomes aware;

(vi) comply with the rules and regulations for the Project, including sales of passes, imposed by the City that are reasonably determined by the City to protect access to the Project for residents of the City, including, but not limited to, seasonal, daily, or hourly caps on visitors to the Project;

(vii) submit to the City complete and accurate monthly reports regarding the marketing and sales of the passes for the Project attractions in a computer-readable format and containing the scope of information acceptable to the City, maintain books, records, and accounts of all transactions and permit full examination thereof by the City in accordance with Section 6(e); and

(viii) only sell the passes for the Project attractions at not less than the prices determined by the City.

8. **Non-Exclusive Relationship.** The City may have other business interests or attractions and may engage in other activities in addition to those relating to the Project attractions. Goldbelt shall not have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the City or to the income or proceeds derived therefrom. In addition, the City may obtain additional contributions or capital from third parties besides the Contribution in order to build or fund the Project. For avoidance of doubt, the City may own and operate other attractions (including gondolas, mountain coasters, ski huts or ski lifts directly competitive with those funded in whole or in part by the Contribution) whether located at the Project Locations or elsewhere and Goldbelt shall not be entitled to income or proceeds derived therefrom other than from the Project Gondola, Mountain Coaster, or Ski Hut during the summer.

9. **Contractual Relationship.** The Parties intended that an independent contractor relationship will be created by this Agreement. The City is interested only in the results to be achieved as provided in this Agreement. Except for determining the minimum prices for the sale of passes or other goods or services of the Project (which shall be determined solely by the City), the conduct and control of the work by Goldbelt described herein will lie solely with Goldbelt. Goldbelt is not considered to be an agent or employee of the City for any purpose, and the employees of Goldbelt are not entitled to any benefits that the City provides for City employees.

10. **Indemnification.** Subject to the terms and conditions of this Agreement, Goldbelt shall indemnify, hold harmless, and defend the City and its officers, agents, employees, and volunteers (collectively, the “Indemnified Party”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including actual, reasonable attorneys’ fees even if in excess of Alaska Civil Rule 82, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, relating to any claim of a third party or City arising out of or occurring in connection with: (a) Goldbelt’s acts or omissions of Goldbelt, including breach of this Agreement; (b) Goldbelt’s advertising or representations that warrant performance of the Project or its attractions beyond that provided by the City; (c) any failure by Goldbelt or its personnel to comply with any applicable laws; or (d) allegations that Goldbelt breached its agreement with a third party as a result of or in connection with entering into, performing under, or terminating this Agreement.

11. **Insurance.**

(a) During the Term and for a period of two (2) years after the Term, Goldbelt shall, at its own expense, maintain and carry insurance in full force and effect approved by the City’s Risk Management that includes, but is not limited to: (i) commercial general liability with limits no less than One Million Dollars US (US \$1,000,000) for each occurrence and Two Million Dollars US (US \$2,000,000) in the aggregate, which such policy is to contain, or be endorsed to contain, additional insured status for the City, its officers, officials, employees, and volunteers; (ii) automobile insurance with limits no less than One Million Dollars US (US \$1,000,000); (iii) workers’ compensation insurance with limits of One Million Dollars (US \$1,000,000.00) per injury and illness, One Million Dollars (US \$1,000,000.00) in the aggregate; and; and (iv) all other types and amounts of insurance required by applicable law and all such insurance as necessary to protect the Indemnified Party from and against any third party claims; all with financially sound and reputable insurers. Upon the City’s request, Goldbelt shall provide the City with a certificate of insurance and policy endorsements for all insurance coverage required by this Section 11(a), and shall not do anything to invalidate such insurance. The certificate of insurance shall name the City as an additional insured. Goldbelt shall provide the City with thirty (30) days’ advance written notice in the event of a cancellation or material change in Goldbelt’s insurance policies. Except where prohibited by law, Goldbelt shall require its insurers to waive all rights of subrogation against the City’s insurers, Goldbelt and the other Indemnified Parties.

(b) The City agrees to maintain and carry insurance in full force and effect, subject to appropriate levels of self-insurance, in all types and amounts of insurance required by applicable law and as necessary to protect Goldbelt from and against any third party claims arising out of the City’s gross negligence or willful misconduct related to the Project and the City’s operation of the

Project with financially sound and reputable insurers. Upon the Goldbelt’s request, the City shall provide the Goldbelt with a certificate of insurance and policy endorsements for all insurance coverage required by this Section 11(b), and shall not do anything to invalidate such insurance. The certificate of insurance shall name Goldbelt as an additional insured. The City shall provide Goldbelt with thirty (3) days advance written notice in the event of a cancellation or material change in the City’s insurance policies.

12. **No Assignment or Delegation.** Goldbelt may not assign or delegate any interest in this Agreement without the prior written consent of the City, in its sole and absolute discretion. Goldbelt may assign its rights to any payment under this Agreement without the prior written consent of the City; however, notice of any such assignment or transfer shall be furnished promptly to the City by Goldbelt.

13. **Equal Employment Opportunity.** Goldbelt 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. Goldbelt shall include these provisions in any agreement related to the work performed under this Agreement with contractors or subcontractors.

14. **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. Goldbelt specifically waives any right or opportunity to request a change of venue for trial pursuant to AS 22.10.040.

15. **Compliance with Laws & Regulations.** Goldbelt shall, at Goldbelt’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. Goldbelt 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 City, and shall maintain such compliance during the effective Term of this Agreement.

16. **Payment of Taxes & Obligations to City.** As a condition of this Agreement, Goldbelt shall pay all federal, state, and local taxes incurred by Goldbelt and shall require their payment of any subcontractor or any other persons in the performance of this Agreement. Goldbelt shall not be delinquent in the payment of taxes, or any other obligation, to the City during the performance of this Agreement. Satisfactory performance of this Section 16 is a condition precedent to payment by the City under this Agreement.

17. **Ownership of Documents.** All designs, drawings, specifications, notes, artwork, marketing materials, and other work developed in performance of this Agreement shall become the sole property of the City and may be used by the City for any other purpose without additional compensation to Goldbelt. Goldbelt agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Goldbelt, beginning as of the Effective Date and for a period of three (3) years after the final payment under this Agreement, agrees to furnish and provide access to all retained materials at the request of the City. Unless otherwise directed by the

City, Goldbelt may retain copies of all materials.

18. **Fiscal Funding and Other Risks.**

(a) The Parties acknowledge that the City is legally prohibited from encumbering funds that have not been duly appropriated, pursuant to the City’s Charter 9.13. Funding for this Agreement beyond fiscal year 2023 is therefore subject to an appropriation of funds by, and at the sole discretion of, the City and Borough of Juneau Assembly. The Parties acknowledge and understand that in the event the Assembly fails to appropriate sufficient funds for the construction or operation of the Project or essential Project attractions, including, without limitation, for cause by either party under Section 5(c) or (d), as applicable, the Agreement will automatically terminate without penalty or further municipal liability, on June 30th of the City’s current fiscal year, or as noted in the notice of termination thereunder.

(b) The Parties acknowledge that each bears the risk of any caps on tourism established by the City and Borough of Juneau Assembly or the State of Alaska or limitations or restrictions on how the Project Location is used or the Project is operated imposed or established by the City and Borough of Juneau Assembly or the State of Alaska.

19. **Entire Agreement.** This Agreement, including the Appendix and Exhibits, constitute the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to the subject matters of this Agreement.

20. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

21. **Amendments.** No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

22. **Waiver.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

23. **No Third-Party Beneficiaries.** Subject to the next sentence, this Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person (including any customer) any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

24. **Counterparts.** This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original. Such counterparts shall constitute one and the same instrument. A signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

25. **Force Majeure.** No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Goldbelt to make the Contribution), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party’s (“Impacted Party”) reasonable control, including, without limitation, the following force majeure events (“Force Majeure Event(s)”): (a) acts of God; (b) flood, fire, earthquake, unusually severe weather, tsunami, volcanic activity, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party’s failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 25, either Party may thereafter terminate this Agreement upon thirty (30) days’ written notice.

26. **Press Releases and Promotional Materials.** The City may issue press releases or other promotional materials describing in general terms the terms of this Agreement. The City shall also provide Goldbelt with copies of all publications produced in conjunction with the Project.

27. **Mutual Non-Disparagement.** At all times following the signing of this Agreement, neither Party shall engage in any vilification of the other, and each Party shall refrain from making any false, negative, critical, or disparaging statements or remarks, implied or express, concerning the other, and shall refrain from degrading the other Party’s reputation.

28. **Other Agreements.** Any other agreements between the Parties related to the Project, such as fleet tours or transportation provided by Goldbelt, shall be agreed to by the Parties in their sole discretion and shall require additional agreements entered into by the Parties or an amendment to this Agreement.

[EXHIBITS ON FOLLOWING PAGES]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A

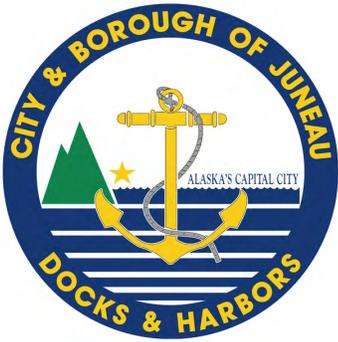
PROJECT LOCATION

The Project Gondola areal ropeway system will be located at Eaglecrest Ski Area, 3000 Fish Creek Road, Juneau, Alaska 99801. The bottom station of the Gondola ropeway will be located Alaska State Plane Coordinates, Northing 2522673.9910, Easting 2353725.4892. The midway loading station will be located at Alaska State Plan Coordinates, Northing 2521902.7930 Easting 2350412.0533. The top of the Gondola and Summit Lodge will be located at Alaska State Plane Coordinates, Northing 2521139.7557, Easting 2347133.6802.

EXHIBIT B

PROJECT DESCRIPTION

The Gondola system will have a total maximum hourly capacity of 750 passengers per hour providing year-round recreational access to summer and winter activities. The Gondola is a 1989 Doppelmayr fixed grip pulse Gondola with twelve 15 passenger cabins. The refurbished Gondola installation will have four pods of three cabins traveling the line.



Port of Juneau

155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

From: Port Director

To: CBJ Lands, Housing & Economic Development Committee

Via: Lands & Resources Manager

Date: September 22nd, 2022

Re: PROPOSED ORDINANCE CHANGE TO DOCKS & HARBORS LAND MANAGEMENT PLAN (85.02.060 & 85.02.063)

1. Emerging from the pandemic and unpredictably, Docks & Harbors was formally approached by numerous private entities asking for property consideration to advance their business interests. Some of these requests included:
 - Hansen-Gress
 - Bayhouse Properties
 - Marine Exchange of Alaska
 - Goldbelt

2. A resulting outcome was for Docks & Harbors to delve deeply into other CBJ plans, ordinances, policies and studies pertaining to property management. In particular, the Docks & Harbors Board was deliberate in their examination of guidance under Title 85 in executing their charge to the Assembly and the citizens of Juneau. Specifically the existing Land Management Plan 85.02.063(a) 85.02.063(b) yielded significant discussion the Board regarding responsibilities and policy.

85.02.063(a) After public hearing and deliberation, the docks and harbors board shall draft and forward to the planning commission and assembly a land management plan. The plan shall address the retention, use, disposal, and development of City and Borough land under the jurisdiction of the docks and harbors board. After public hearing and deliberation, the planning commission shall forward its recommendation to the assembly. Recommended changes to the land management plan shall be developed using the same procedure.

85.02.063(b) Development of the land management plan, or a change to the plan, shall be guided by the following principles:

- (1) Multiple use should be encouraged;

- (2) A sound local economy will be promoted;*
- (3) Adequate lands for public development and public use, including recreational beaches with appropriate uplands, should be reserved;*
- (4) Tidelands should be leased only for specific water-dependent and water-related uses and not sold.*
3. The Docks & Harbors Board debate over the past three months have resulted in the enclosed recommendations to the Assembly. This proposed ordinance amendment has been prepared by the CBJ Attorney. The substantive change is that Docks & Harbors would no longer be required to maintain a specific “land management plan” for the department but rather those properties would be guided within the more comprehensive CBJ Land Management Plan. The Board discussed at length whether the statement that “tidelands should be leased...and not sold” was an absolute or flexible policy statement. In the end, the Board recommends only to replace “tidelands” with “properties under docks and harbors jurisdiction.
4. The Docks & Harbors Board has affirmed its position, with formal votes, at the August 25th Special Board meeting, the September 21th Operations-Planning Committee meeting and will be on the September 29th regular Board meeting consent agenda.

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Encl: Ordinance 2022-48 (draft)

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Presented by: The Manager
Presented:
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-48 DRAFT

An Ordinance Related to City and Borough of Juneau Land Management Plan Duration, Restrictions, and Authority.

WHEREAS, the Land Management Plan guides the City and Borough of Juneau’s use and ownership of its land, CBJC 53.09.150; and

WHEREAS, the current Land Management Plan was adopted in 2016 (Ord. 2016-18), and the prior Land Management Plan was adopted in 1999; and

WHEREAS, CBJC 53.09.160(b) empowers the Planning Commission to review and update the Land Management Plan as necessary but at least every ten years; and

WHEREAS, the past and current Land Management Plans provide valuable guidance for management of all City and Borough of Juneau property—including Department managed lands; and

WHEREAS, the two-year limitation in CBJC 53.09.200(c) is unnecessarily short given the multiple review procedures recently enacted in CBJC 53.09.260;

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

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City and Borough of Juneau Municipal Code.

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Section 2. Amendment of Section. CBJ 53.09.200 is amended to read:

53.09.200 General.

- (a) *Methods of disposal.* City and Borough land may be conveyed by lottery, auction, over-the-counter sale, negotiated sale, sealed bid, land exchange, or other methods as the assembly may approve by ordinance.
- (b) *Inclusion in Land Management Plan.* Except for property acquired by tax foreclosure or reconveyance agreement, real property should not be conveyed prior to inclusion in a land management plan.
- (c) *Satisfaction of CBJ 53.09.260(a).* Real property recommended for negotiated sale in management plan adopted by the Assembly not more than ten ~~two~~ years prior to commencement of negotiations for a negotiated sale shall be deemed to have satisfied CBJ 53.09.260(a) Sales, leases, and exchanges by negotiation or competitive proposal.

...

Section 3. Amendment of Section. CBJ 85.02.060 is amended to read:

85.02.060 General powers.

- (a) Subject to state laws and City and Borough ordinances, the City and Borough Docks and Harbors Board shall generally exercise all powers necessary and incidental to operation of all port and harbor facilities in the public interest and in a sound business manner. In particular, and without limitation on the foregoing, the board shall:

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(5) Administer and dispose of City and Borough tideland, submerged land, and other land as provided by the assembly ~~by resolution as subject to docks and harbors board administration~~, subject to the following limitations:

(A) No sale, purchase, or trade of land shall be made without prior review by the assembly lands committee and approval by the assembly ~~by resolution~~.

(B) Unless otherwise designated in advance by the assembly ~~by resolution~~, any lease of land shall be limited to marine-related uses, and those uses accessory to tenancy on the boat harbor or use of the port.

(C) All land transactions by the board in accordance with this section shall be consistent with the land management plan ~~developed under CBJ 85.02.063~~.

(i) Land shall be leased as provided in title 53, provided that the provisions of section 53.20.020 relating to a declaration of availability and identification in the land management plan shall not apply.

(ii) For purposes of applying title 53 pursuant to this subsection (C), any action required by title 53 of the manager may be performed by the port director.

...

Section 4. Amendment of Section. CBJ 85.02.063 is amended to read:

85.02.063 Land management plan.

(a) The docks and harbors board should be guided and informed by the City and Borough of Juneau land management plan when making recommendations regarding retention, use, disposal, and development of City and Borough land under the jurisdiction of the docks and

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~~harbors board. After public hearing and deliberation, the docks and harbors board shall draft and forward to the planning commission and assembly a land management plan. The plan shall address the retention, use, disposal, and development of City and Borough land under the jurisdiction of the docks and harbors board. After public hearing and deliberation, the planning commission shall forward its recommendation to the assembly. Recommended changes to the land management plan shall be developed using the same procedure.~~

(b) The docks and harbors board shall be guided by the following principles when proposing changes to the land management plan: ~~Development of the land management plan, or a change to the plan, shall also be guided by the following principles:~~

- (1) Multiple use should be encouraged;
- (2) A sound local economy will be promoted;
- (3) Adequate lands for public development and public use, including recreational beaches with appropriate uplands, should be reserved;
- (4) **Tidelands Property under the jurisdiction of docks and harbors** should be leased only for specific water-dependent and water-related uses and not sold;

(c) When making recommendations about the retention, use, disposal, and development of land under jurisdiction of the docks and harbors board, the board shall consider the following: ~~In developing the land management plan to implement the policies outlined in this section, the following issues, without limitation, shall be considered:~~

- (1) The supply of publicly owned lands to meet public needs;
- (2) The supply of privately owned lands to meet the private-sector needs of the community;

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(3) The comprehensive plan, the long-term capital improvements program, and other plans adopted by the assembly;

(4) Restrictions created by written instruments, zoning, and state and federal regulations;

(5) Physical, economic, resource, population and social factors affecting the area under consideration;

(6) Comments of the general public, affected landowners, state and federal agencies and local advisory groups;

(7) Ownership patterns and waterfront development plans of private landowners and state and federal agencies;

(8) The development and growth patterns and potentials of different areas of the City and Borough and waterfront services that may be needed as a result of that development and growth;

(9) The requirements of public access to and along public and navigable bodies of water;

(10) The protection of other public values including recreational, scenic, wildlife, and other environmental qualities; and

(11) Other matters which are relevant to a sound and beneficial land use management plan policy.

~~(d) The plan shall contain the following elements:~~

~~(1) Proposed land acquisitions;~~

~~(2) A listing of those lands to be retained for public use;~~

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~~(e) The plan shall be reviewed by the Docks and Harbors Board and the Planning Commission if a major unanticipated development affecting basic assumptions occurs, and in any case at least every five years.~~

~~(f) Any lease, disposal, or use of land shall conform to the Long Range Waterfront Plan, the land management plan adopted above, Juneau Coastal Management Plan, and all other adopted City and Borough land use plans.~~

~~(g) Upon receipt of a land management plan or a change recommended by the Docks and Harbors Board and Planning Commission, the assembly shall consider the plan, or change, and may adopt the plan or change only after it conducts a public hearing on the matter.~~

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

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Assembly Goals 2023

DRAFT

Assembly Goals set at
December 11, 2022 retreat

1. Housing - Assure adequate and affordable housing for all CBJ residents

		Implementing Actions	Responsibility	Notes:
A	P	Revise and improve Title 49 to facilitate housing	Assembly, Planning Commission, Manager's Office, CDD	
B	P/F	Continue to monitor and track progress towards advancing the goals of the Housing Action Plan	Assembly, Manager's Office	<i>Revised goal</i>
C	P/F/O	Continue aggressive use of the Affordable Housing Fund, tax abatement, and other loan and grant programs	Assembly, Manager's Office	<i>Revised goal</i>
D	P/F/AA	Evaluate and revise current CBJ systems associated with managing land and revising T49 in order to get big things done fast	Assembly, Manager's Office, CDD, Law	<i>New goal</i>
E	P/F	Continue planning and implementation of (re)development of Telephone Hill, Pederson Hill, and the 2nd/Franklin property	Assembly, Manager's Office	<i>New goal</i>
F	P/F	Reduce barriers to downtown housing development	Assembly, Manager's Office, CDD	<i>Revised goal</i>

2. Economic Development - Assure Juneau has a vibrant, diverse local economy

AA*		Implementing Actions	Responsibility	Notes:
A	F/O	Update the Comprehensive Plan	Assembly, Planning Commission, Manager's Office, CDD	
B	O	Draft a resolution adopting the long term goals of the VITF, establish contractual relationships with private dock managers, analyze existing passenger fee structure, and explore methods to create a pathway towards functional municipal management of the waterfront.	Assembly, Manager's Office, Docks & Harbors	<i>Revised goal</i>
C	P/F/O/S	Implement project strategy for Juneau Economic Plan, including revitalizing downtown, with regular updates	Assembly, Manager's Office	
D	F	Explore financing for the Capital Civic Center	Assembly, Manager's Office, Finance	
E	P/F/S	Support Eaglecrest's objective of becoming self-sufficient	Assembly, Manager's Office, Eaglecrest	<i>Revised goal</i>
F	P/F	Pursue and plan for West Douglas and Channel Crossing	Assembly, CDD, Planning Commission, Manager's Office	
G	P/F/S	Explore options for redeveloping under utilized downtown property	Assembly, CDD, Manager's Office, Engineering & Public Works	<i>New goal</i>

3. Sustainable Budget and Organization - Assure CBJ is able to deliver services in a cost efficient and effective manner that meets the needs of the community

AA*		Implementing Actions	Responsibility	Notes:
A	P/F	Develop strategy for fund balance and protect restricted budget reserve	Assembly, Manager's Office, Finance	
B	P/F	Continue to evaluate sales tax structure including equity and evaluate removing sales tax on food	Assembly, Manager's Office, Finance	
C	P	Long term strategic planning for CIPs	Assembly, Manager's Office, EPW	
D	P/F	Reduce mil rate as appropriate	Assembly, Manager's Office, Finance	

Assembly Goals 2023

DRAFT

Assembly Goals set at
December 11, 2022 retreat

E	F/O	Allocate resources to implement Assembly goals	Assembly, Manager's Office, Finance	
F	F/O	Maintain Assembly focus on deferred maintenance including BRH and JSD.	Assembly, Manager's Office, EPW, all operating departments with facilities	
G	P/F	Examine social service funding levels and process	Assembly, Manager's Office	<i>Moved from Community, Wellness, and Public Safety</i>

*Assembly Action to Move Forward: P = Policy Development, F = Funding, S = Support, O = Operational Issue

4. Community, Wellness, and Public Safety - Juneau is safe and welcoming for all citizens

	AA*	Implementing Actions	Responsibility	Notes:
A	P/O/S	Acknowledge and honor Juneau's indigenous culture, place names, naming policy, and recognize Elizabeth Peratrovich Day	Assembly, Manager's Office, Human Resources Committee	
B	P/S	Explore government to government relations with tribes	Assembly, Manager's Office	
C	P/O/F	Explore fully subsidizing transit and eliminating fares	Assembly, Manager's Office, EPW	<i>New goal</i>

5. Sustainable Community - Juneau will maintain a resilient social, economic, and environmental habitat for existing population and future generations.

	AA*	Implementing Actions	Responsibility	Notes:
A	P/O	Develop a zero waste or waste reduction plan	Assembly, Manager's Office, EPW, Finance	
B	P/O	Develop strategy to measure, track and reduce CBJ energy consumption.	Assembly, Manager's Office, all departments	
C	P/O/F	Implement projects and strategies that advance the goal of reliance on 80% of renewable energy sources by 2045	Assembly, Manager's Office, all departments	
D	P/F	Prepare a changing climate hazards mitigation / resilience strategy	Assembly, Manager's Office, EPW	<i>New goal - nb: JCOS retreat memo I&I, Mass Wasting</i>
E	P/O/F	Develop strategy to reduce abandoned/junked vehicles	Assembly, Manager's Office, EPW, Law, P&R, D&H	

*Assembly Action to Move Forward: P = Policy Development, F = Funding, S = Support, O = Operational Issue



City and Borough of Juneau
City & Borough Manager's Office
155 South Seward Street
Juneau, Alaska 99801
Telephone: 586-5240 | Facsimile: 586-5385

TO: Deputy Mayor Gladziszewski and Assembly PWFC

FROM: Rorie Watt, City Manager

DATE: December 15, 2022

RE: Port Planning

I have asked Port Director Uchytel to submit a passenger fee request for FY 24 for the purposes of advancing cruise ship dock planning on the waterfront, specifically at the downtown subport (Huna Totem property, formerly owned by Norwegian Cruise Lines). That request will come to the Assembly in January/February, but the issue is more pressing that we begin this work now, so I also ask for an appropriation now.

There are several reasons for this request:

- A. There are potentially competing interests between cruise ship use and that of the US Coast Guard.
- B. It is unlikely that either Huna Totem or the USCG will solve the broader port issues.
- C. CBJ continues to be interested in a continuous waterfront seawalk
- D. The public will be interested in how a cruise ship dock affects a variety of issues including:
 - a. View plane
 - b. Anchoring of other cruise ships
 - c. Harbor navigation of large vessels
- E. CBJ is the only entity situated to weigh competing interests in our Port

Additionally, it is in CBJ's interest to ensure that if a cruise ship dock is built at the subport, that it be built in a manner that allows the largest window of use during high winds. Cruise ship vessels are large "sails" and docking or undocking during high winds at this location is likely to be much more difficult than at our other more protected cruise ship docks. It is not in the industry or public's interest to have a cruise ship dock that is unnecessarily wind limited. Determining design criteria will entail complicated engineering analysis, this is not a simple issue.

Benefits of CBJ doing this work:

- 1. The public will get a coordinated effort
- 2. USCG efforts will be accelerated
- 3. Huna Totem will not have to plan outside of their immediate interests

As a reminder, the Cruise Lines industry supported CBJ's attempted purchase of the subport property in 2019. Please see attached information from that time-period. The industry collectively agreed that CBJ should lead the planning effort and then fractured with four separate industry bids submitted for the property. For the last three years Norwegian Cruise Lines led the planning effort for the property, advising CBJ that a deal with the USCG was imminent. Subsequently, NCL has gone through several [staffing changes](#) and [reorganizations](#) and subsequently conveyed the property to Huna Totem Corporation. All the players have changed (at least once) since the 2019 proposal by CBJ to purchase the property.

I encourage all interested parties to read the attached CLIA letter from 2019.

Recommendation:

I recommend that the PWFC forward an appropriation of \$200,000 of Port Development Fees Assembly for the purpose of planning the optimal location of a cruise ship dock at the subport. I firmly believe that CBJ taking the planning lead is in the best interests of the port, Juneau and the cruise ship industry.



City and Borough of Juneau
City & Borough Manager's Office
155 South Seward Street
Juneau, Alaska 99801
Telephone: 586-5240 | Facsimile: 586-5385

DATE: June 10, 2019
TO: Chair Becker and Lands Committee
FROM: Rorie Watt, City Manager
RE: Recommendation for CBJ to Bid on Subport Lot C1

As we discussed at the Lands Committee meeting on 4/29, the Subport parcel Lot C1 is for sale. The parcel under discussion is here:



And the Trust Land Office's website for the sale of this parcel is here:

<https://alaskamentalhealthtrust.org/trust-land-office/juneau-waterfront-parcel/>

Along with numerous Assembly members, persons in the business community and staff, I have worked on implementing the Long Range Waterfront Plan (LRWP) since its adoption in 2004. We all have many successes to be proud of that stem from the adoption of that plan. The LRWP can be found here:

http://www.juneau.org/cddftp/documents/CBJ_Waterfront_Plan_FINAL_112204.pdf

In furtherance of implementing the LRWP, I believe that it is in the public interest to acquire the parcel. The waterfront development and management opportunities are significant for Juneau, and the Borough Assembly is best situated to make those community decisions. A well-managed downtown waterfront, managed in alignment with community values, is critical for supporting Juneau's economy and the cruise ship industry.

I understand there may be interest from the private sector for acquiring the parcel as a foothold for a potential 5th large cruise ship berth. A fifth berth at this location was carefully considered in the early 2000's during the extensive public process that led to the adoption of the LRWP *and was rejected*. If Juneau is ever ready for additional large berths, the Assembly is the body that should make that decision; the community should not be put in the position of reacting to a speculative investor.

Uses for the parcel include continuation of the waterfront seawalk, access to tidelands and marine facilities necessary for ships and passengers (including lightering and small cruise ship berthing), and associated uplands area to support those marine enterprise functions. Given the growth in cruise ship passenger visitation we must become more dynamic in our management of the transportation of our visitors. This property could serve as a transportation hub, reducing pressure on the downtown roads. As is indicated in the LRWP, the time has come to seriously consider a water taxi/harbor shuttle. This parcel is key to such a system.

The minimum required bid for the property is \$3,643,000. Bidders must submit a bid deposit of \$100,000 and bids will only be accepted between August 15th and September 6th of this year. If the two highest bidders (meeting the minimum) are within 5% of each other, there will be a subsequent auction process in which all bidders may participate. Closing on the sale must take place within 12 months.

As a public institution, we are inherently less nimble than other potential bidders and we must plan accordingly. I recommend the following process:

- Lands Committee Consideration: 6/10/19
- Assembly Consideration: No Later Than 8/19/19
- Assembly Executive Session to give Direction on Bid: No Later Than 8/19/19
- Second Assembly Executive Session, as Needed: Schedule Special Meeting

Adjacent Land Ownership:

CBJ owns the adjacent tidelands to the west and south of the property. AVISTA owns the historic fuel dock. I have communicated with AVISTA/AELP and they are very supportive of coordinating sale/development of the dock parcel in coordination with CBJ’s waterfront plans and goals. AVISTA/AELP expects to work cooperatively with any party which acquires the Mental Health Trust property. The US Coast Guard and NOAA own the historic wharf to the east. NOAA also coordinates usage of its portion of the old wharf with Alaska Fish & Game. In order for Lot C1 to be developed to maximum best use, development coordination between this parcel, the CBJ, the State and the Federal agencies is necessary. The CBJ is ideally and uniquely suited to coordinate and maximize the development potential.

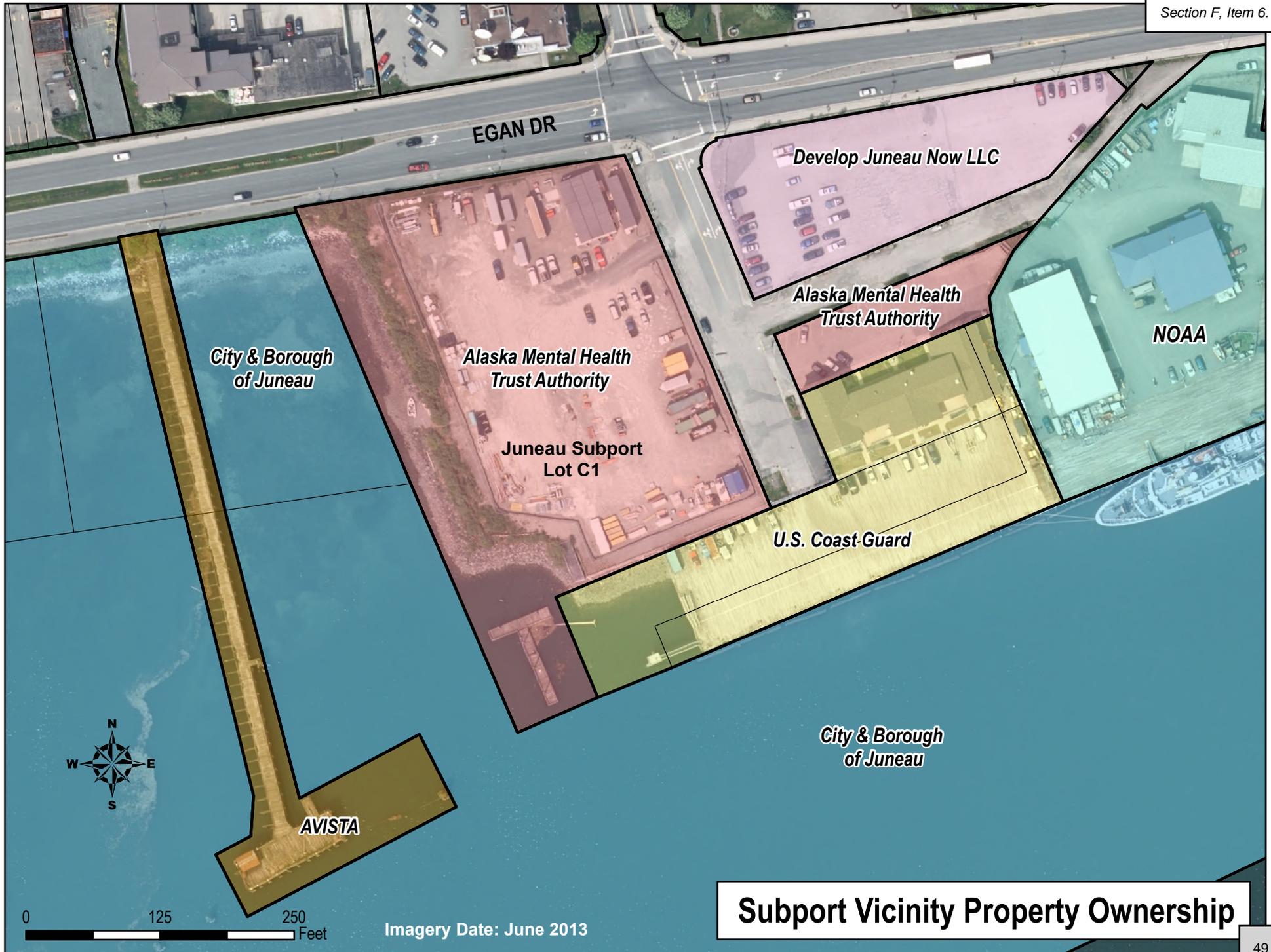
Fund Source:

I recommend that we pursue acquisition with passenger fees from the port development fee fund balance and/or the FY21 budget of CBJ Marine Passenger Fees and/or the State Commercial Passenger Vessel fees. Use of these fees is consistent with the intent of the recently settled CLIA litigation. The land is within the geographic and programmatic scope of the settlement agreement.

It is possible that full use of the parcel may not be necessary for the provision of services to vessels and/or passengers. In that event, if acquisition is successful and if excess land is available for private sector commercial use, then portions of the land could be disposed. In that case, it would be appropriate to remit proceeds of any disposals back into passenger fee fund balances. It is also appropriate to use passenger fees for acquisition as we would not attempt to acquire this parcel but for the need to provide support and services to passengers and/or vessels.

Recommendation:

Forward an appropriation Ordinance of \$100,000 from the port development fee fund balance directly to the Assembly (or Finance or COW for further consideration) for introduction no later than the July 22nd and public hearing no later than the August 19th Assembly meetings. Anticipate an executive session on August 19th to give direction on price to submit.



Support Vicinity Property Ownership



June 10, 2019

Rorie Watt
City Manager
City and Borough of Juneau
155 South Seward Street
Juneau, AK 99801

Dear Rorie:

CLIA Alaska appreciates the opportunity to submit comments in support of your memo dated June 10, 2019. We agree with the recommendation for the City & Borough of Juneau (CBJ) to submit a bid for the Subport parcel Lot C1 and encourage the CBJ Assembly to move forward.

The CBJ has provided critical leadership in the development of Juneau's waterfront. Through many hearings, public comments, and varied opinions, the CBJ has appropriately and effectively developed a plan for Juneau's waterfront that first and foremost serves the best interest of the community, as well as has provided a great service to the industry. The current Archipelago project is a prime example of this and illustrates how CBJ leadership worked thoroughly to evaluate the uses of that property and through a public private partnership, is now working to bring that plan to reality.

The Subport lot provides an opportunity for the CBJ to implement that process again by evaluating the many options and potential uses of the parcel and deciding how it could be successfully utilized. Given the historical effort and achievement in developing the Long Range Waterfront Plan, we believe the CBJ is the appropriate entity to determine the use of the property.

Thank you for your efforts on this matter.

Sincerely,

A handwritten signature in black ink that reads "Mike Tibbles". The signature is written in a cursive, flowing style.

Mike Tibbles
CLIA Alaska



City and Borough of Juneau
City & Borough Manager's Office
155 South Seward Street
Juneau, Alaska 99801
Telephone: 586-5240 | Facsimile: 586-5385

TO: Deputy Mayor Gladziszewski and Assembly COW

FROM: Rorie Watt, City Manager

DATE: December 15, 2022

RE: Hazard Mapping

At the 11/7 COW, the Assembly heard an update and recommendations on how to direct the Planning Commission to update hazard mapping and code; that information is attached. The Assembly asked several informational questions.

The first question was about the effects of hazard mapping on banking and insurance. After consulting with people who had worked this issue, the best answer is that if a developer is able to obtain a building permit, then they most likely will be able to obtain bank financing and insurance. The bank loan officer or underwriter will require sufficient insurance to protect the loan and banks will offer financing rates based on lots of factors which include the financial business plan, collateral, track record of the developer, developer's assets, and other sources of financing. With regard to insurance, a permitted project should be able to obtain insurance policies, but the applicant may have to work with a non-local agent. In short, if a proposed development is in a hazard area and is permitted, the developer should be able to obtain financing and insurance, but those products may be more expensive than they would be if the project was not in a hazard area.

Second, the Assembly asked about effects on existing properties. From time to time banks and insurance agencies may change or increase insurance limits or rates. Some of this is related to overall health of the insurance industry (floods in Kentucky, wild fires in California, hurricanes in Louisiana and collapsed apartment building in Florida make everyone's rates go up). Whether to require additional insurance for a property that "becomes" located in a new hazard map would be a discretionary decision made in the banking world and is hard to predict.

Third, the Assembly asked about comparisons of the currently adopted hazard mapping and the Tetra Tech maps. Click on this [link](#) and you will arrive at the CBJ GIS where you can click information layers on and off and zoom around the downtown to areas of interest.

The Assembly both made a motion to forward the 11/7 recommendations to the Planning Commission and asked for this additional information. No further action is necessary at this time.

Information from the 11/7 meeting is [here](#).