



ASSEMBLY COMMITTEE OF THE WHOLE AGENDA

April 24, 2023 at 6:00 PM

Assembly Chambers/Zoom Webinar

<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

We would like to acknowledge that the City and Borough of Juneau is on Tlingit land, and 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!

C. ROLL CALL

D. MANAGER'S REQUEST FOR AGENDA CHANGES

E. APPROVAL OF AGENDA

F. APPROVAL OF MINUTES

1. August 8, 2022 DRAFT Assembly Committee of the Whole Minutes

G. AGENDA TOPICS

2. Childcare Update

3. Election Code Changes:

Ordinance 2023-25 Assembly District Boundaries (CBJ 11.10.030)

Ordinance 2023-24 Rewrite of Election Code (CBJ 29.07)

4. Community Schools

5. Gondola Revenue Sharing Agreement with Goldbelt

H. STAFF REPORTS

I. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

J. NEXT MEETING DATE: May 22, 2023, 6p.m.

K. SUPPLEMENTAL MATERIALS

6. RED FOLDER version of Ordinance 2023-25vCOW-Assembly Election District Boundaries

7. RED FOLDER - Exhibit A of Ordinance 2023-08 Revenue Sharing Agreement-CBJ and Goldbelt Gondola Project - Redline version

L. 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 COMMITTEE OF THE WHOLE

DRAFT MINUTES



August 08, 2022 at 6:30 PM

Assembly Chambers/Zoom Webinar/YouTube Livestream

Immediately following adjournment of the Special Assembly Meeting <https://juneau.zoom.us/j/95424544691> or 1-253-215-8782 Webinar ID: 954 2454 4691

A. CALL TO ORDER

Deputy Mayor Maria Gladziszewski was absent so Mayor Weldon presided and called the Assembly Committee of the Whole meeting to order at 6:38p.m.

B. LAND ACKNOWLEDGEMENT

Ms. Hughes-Skandijs provided the following land acknowledgment: We would like to acknowledge that the City and Borough of Juneau is on Tlingit land, and wish to honor the indigenous peoples 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!*

C. ROLL CALL

Assemblymembers Present: Christine Woll, 'Wáahlaal Gíidaak, Carole Triem, Greg Smith, Michelle Hale, Wade Bryson, Alicia Hughes-Skandijs and Mayor Beth Weldon.

Assemblymembers Absent: Maria Gladziszewski

Staff Present: City Manager Rorie Watt, Deputy City Manager Robert Barr, City Attorney Robert Palmer, Municipal Clerk Beth McEwen, Deputy City Clerk Diane Cathcart, Port Director Carl Uchytel, Port Engineer Erich Schaal, Tourism Manager Alix Pierce; Police Chief Ed Mercer, Deputy Chief David Campbell, Fire Chief Rich Etheridge

D. APPROVAL OF AGENDA – *The agenda was approved as presented.*

E. AGENDA TOPICS

1. Dock Electrification

Port Director Carl Uchytel provided information to update the Assembly on the progress to electrify the two cruise docks that are owned by CBJ. Mr. Uchytel stated that there are many things moving with respect to the federal infrastructure grants. The intent of his memo in the packet was for the Assembly to give staff direction on how to proceed on seeking grants with respect to dock electrification. Mr. Uchytel explained that in order to electrify the dock, one of the foundational pieces is to purchase a new transformer and those currently have a three-year advance order timeline. As such, he stated that they need to know “immediately” how to proceed so they can put that order in for the transformer as soon as possible. Mr. Uchytel spoke of the Docks & Harbors team efforts working with the federal lobbyist and the Alaskan Congressional delegation on trying to get grant funds to Juneau towards the dock electrification project. Mr. Uchytel then proceeded to answer questions from Assemblymembers related to the design for one dock only – the Alaska Steamship Wharf, which is the one closest to Marine Park. He also spoke to the possible use of revenue bonds to fund the project (as opposed to General Obligation bonds).

Ms. Triem asked about the proposal to use revenue bonds for this project and if they would be from the same source as our current revenue bonds and if this would just be like a refinancing to issue more bonds.

Mr. Watt explained that our debt at this time is on the Port Development Fee and they would look at using the Port Development Fees again. He said that Mr. Rogers would have to do some work to figure out the stream of payments and meeting the required reserves for existing debt. It could become Marine Passenger Fees used instead of Port Development Fees but they would look at both options.

Mayor Weldon asked Mr. Watt to explain, in general terms, the differences between Revenue Bonds and General Obligation Bonds. Mr. Watt explained that General Obligation (G.O.) Bonds require a vote of the citizens to obligate the municipality to pay back debt. He said that we generally see G.O. Bonds for Capital Improvement Projects (C.I.P.s) such as the New City Hall G.O. Bond question that they put on the ballot. He said it can be for parks projects and historically they have used G.O. Bonds for school facilities and other city infrastructure projects. He explained that revenue bonds are slightly different as they are backed by a durable revenue source and in this case, that would be Marine Passenger Fees or Port Development Fees and would not necessarily require a vote of the citizens. He explained some of the subtlety involved on when you might do a revenue bond vs. a G.O. Bond.

Mr. Watt answered additional questions from Assemblymembers about the current debt levels and other projects under consideration.

Mr. Uchytel, and Alix Pierce, answered questions from Assemblymembers related to the types of ships that would be able to plug into shore power and also provided projections that approximately half of the cruise ships will be ready for electrification by 2027. Mr. Uchytel have also provided information about the RAISE federal grant that they have applied for as well as another federal grant that they are waiting to hear back about.

Mayor Weldon asked Mr. Uchytel about the replacement of the transformer and if that would take care of the issues with the Princess/Franklin Dock. Mr. Uchytel said that the current Franklin Docks transformer is already 22 years old. He noted that the new transformer would need to be installed at the city-owned docks as that would allow for easier accessibility. That in turn would allow for the transfer of power and it would also allow ships to be on shore power longer.

Ms. Triem asked about the status of the floating berth that was proposed for the Franklin Dock prior to the pandemic. Mr. Watt said that the Franklin Dock owners had been interested in acquiring tidelands from the state at that time, as they did not want a cross-jurisdictional lease. He said that they are not currently pursuing that project.

MOTION by Ms. Hale to direct staff to purchase a load tap changer transformer for use by South Franklin Dock, that they approve, at a high level, the project scope and schedule, and that they request preparation of a revenue bond and she asked for unanimous consent. **Hearing no objection, the motion passed by unanimous consent.**

Mr. Watt noted that staff organized a field trip in July consisting of Mayor Weldon, Assemblymember Triem, and Assemblymember Woll in their capacities as Mayor, Docks & Harbors Liaison, and Juneau Commission on Sustainability liaison. He explained that the purpose of the field trip was to show them the complexity of issues involved requiring approximately \$20,000,000 investment with a myriad of decisions made strategically and timed in concert with other decisions. He said that many people think of it in the simplest of terms and compare it to plugging in an extension cord. Mayor Weldon stressed how educational the tour was and they saw how complicated it really is and all the steps involved in making the connection. She said that from start to finish, it took approximately one hour to one and half hours to accomplish.

Ms. Hale thanked the Docks & Harbors staff and all those who have worked on these issues. Mayor Weldon thanked Mr. Uchytel, Mr. Schaal, and Docks & Harbors Board Chair Don Etheridge for being present for this meeting.

2. Police/Fire Radio System

Police Chief Ed Mercer recounted a story about an incident that occurred when he was on the Sitka police department when he was responding to a call and lost his radio while in pursuit of a suspect and the ramifications of that on their dispatch team and the other officers on patrol.

Chief Mercer and Deputy Chief Campbell shared a PowerPoint presentation regarding the current CBJ Radio system, which is an analog system that was installed in 2006-2008 and was deemed at end of life in 2014. At this time, they are not able to find parts to replace or keep the current system going. He said that in 2020, they were able to get a federal grant that allowed them to do a radio study to evaluate their current system and provide ideas and suggestions on how to best move forward. The study provided them with data and recommendations for improved interoperability and moving CBJ into the next generation that would have a supportable configuration for 15+ years.

Chief Mercer shared photos of the current towers and radio systems that are subject to weather and eroding conditions. He noted that the radio study identified that there is a lack of coverage with only 57% radio coverage inside a typical wood frame residence and only 49% radio coverage in commercial buildings. He spoke to having used an encrypted system in the past and the benefits of using an encrypted system if they are looking at alternatives.

Chief Mercer outlined the consequences if CBJ does nothing and the current system and components will break at some point. The current circuit does not have enough bandwidth for CCFR and JPD to work concurrently on an incident response.

The Radio Study Options provided three options:

1. CBJ Stand alone analog system for \$15,385,000
2. CBJ Stand alone digital system for \$17,436,000
3. Coordination with the State's Alaska Land Mobile Radio (ALMR) digital system for \$13,590,000

Chief Mercer said that option 3 is the main option that they are looking at, both from a fiscal viewpoint but also due to the partnership, it provides them in working with the State ALMR system. It would also allow them to capitalize on the existing towers/sites with select CBJ sites being upgraded and added to the existing ALMR system. It would provide for greater radio coverage and building penetration as well as increased interoperability and allow for expansion to other CBJ agencies.

With respect to how to pay for this option, they have \$500,000 in general fund appropriation for project planning, design and initial construction, there is an anticipated additional \$2,000,000 in temporary 1% Sales Tax funding anticipated. Chief Mercer said that would leave a funding gap of \$11,000,000 and it would be their intention to continue to look for grants such as the Homeland Security Grants and other opportunities to fund this project. Chief Mercer said that he and Erin Kalwara were available to answer questions.

Ms. Hale thanked the Chief for his presentation and especially sharing his story of his time in Sitka. Ms. Hale asked in light of the \$11 million gap, if the goal is to get started on the early stages even though there is quite a bit of money still to raise to complete the project. Chief Mercer said they are currently moving forward and doing what they can using Homeland Security Grants.

Ms. Triem said her question may be more for the city manager or others but she was rather shocked to read that the current system in place was only expected to have an 8 year lifespan and that this new system looks like it may have up to 15 years. She asked if that is what we need to live with in the current technology world and if so, do they need to put money away annually for any/all technology replacements that will be needed in the future.

Mr. Watt said he is generally horrified by technology costs whenever he sees them. He said that it does not matter what technology systems they are. He said that we continue to struggle on the hardware and on the software side of things and that; we do not know how long vendors will be supporting those things at the time we are buying them. He said that we could guess when we buy technology how long it will last and remain supported. There are constant shifts of ownership and mergers with technology companies deciding which elements they will continue to support and which ones they will not. He said that when they looked at the 1% of Sales Tax list, he instructed them to look at IT as a new type of infrastructure cost that will be necessary to meet the demands of the world we are currently living in.

Mr. Barr added two things; one is that they are looking at implementing a new IT funding mechanism to address ongoing costs as that has become apparent that it will be needed as they work through the IT strategic plan

process. He said the other thing is with respect to joining the ALMR system, the State Troopers, like us, tend to be in the business forever so there will be some economy of scale benefit.

Chief Mercer answered additional questions from Assemblymembers about the possibility of expanding the ALMR radio system to other CBJ departments but those departments would need to do a subscription for use of that system and would also need to be upgraded from analog radios to the new systems. He discussed the encryption process and when those would be used. In answer to questions about the cost to accommodate our small population and mountainous terrain, he did say that would have an impact on funding due to the need for more towers.

Mr. Smith asked Chief Mercer about the balance between officer and public safety vs. transparency of police actions. Chief Mercer explained about the use of encryption and said that everything that they do in the communications center is recorded. If there is a public information request, it is recorded and they can review and provide that information as requested.

3. Staffing Update (Verbal Report)

Mr. Watt provided an update to the Assembly about vacancies and the difficulties in hiring employees everywhere and what that means here at CBJ. He said this is somewhat of a speech to encourage the Assembly to temper their enthusiasm about taking on big new projects or bandwidth and the ability to juggle multiple projects at a time. He said that CBJ is running approximately 20-30 job postings at this time; some of them include multiple positions. That is the most any of us have seen vacant at one time for quite a few years. He said that while the Assembly may not see a lot of turnover in directors when they look out at the audience during meetings, he and Mr. Barr are constantly working with staff to try to prioritize needs and what services may need to be reduced temporarily such as reducing bus routes/schedules. He said that the HR Department is generally swamped with trying to respond to and fill positions. He then provided an example of Lands Manager Dan Bleidorn who, when tasked with the Telephone Hill project, explained he was already working on 28 other projects. Mr. Watt then explained how smaller projects may affect larger projects and that staff's current bandwidth is somewhat limited. Mr. Watt also shared that Parks and Recreation Director George Schaaf is looking at the hundreds of hours of staff time taken up in supporting their committees and boards. He stated that Mr. Schaaf would be proposing some changes to some of the Parks & Recreation affiliated boards and committee and that will be coming before the Assembly for consideration.

Ms. Hale asked if it would help recruitment if they were to encourage the State Legislators to look at reinstating defined benefits programs. Mr. Watt discussed the different levels of PERS Tiers and how much or little those impacts may have on retaining current employees and recruiting new employees. He agreed that it might be helpful for all local governments if the state changed back to a defined benefit program.

Ms. Woll asked about the new positions that were added to the Municipal Clerk's office. Mr. Barr reported that they just had a new Admin. Assistant start that day and that the second Deputy Clerk position has been advertised. Ms. McEwen confirmed that the second Deputy Clerk position closed at 4:30p.m. that day.

Ms. Triem said she will temper her expectations and she thanked all CBJ staff and commended for the work they do and said she would love to work at CBJ as an employee if she was not already serving as an Assemblymember.

F. ADJOURNMENT

There being no further business to come before the committee, the meeting was adjourned at 8:00p.m.



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 Gladyszewski and Assembly Committee of the Whole
DATE: April 24, 2023
FROM: Robert Barr, Deputy City Manager
RE: CBJ Child Care Programs

CBJ currently partners with Southeast Alaska Association for the Education of Young Children (SEAAEYC) to administer two ongoing grant programs:

- 1) Per Child Stipends – funds delivered monthly to licensed childcare providers to supplement other revenues and increase the probability of fiscal solvency among providers who are not otherwise substantially subsidized.
- 2) Hiring, Educating, and Retaining of Teaching Staff (HEARTS) – twice per year educational incentives awarded directly to childcare providers dependent on their level of education

Each of these programs are included in the FY24 Manager's Budget at their FY23 funding levels, \$625k and \$180k, respectively.

Voters approved an additional \$2.5M of funding over five years in the October 2022 extension of the temporary 1% sales tax. \$400k of this funding will be available in FY24.

Staff have been meeting with AEYC, JEDC, local childcare providers, and have been participating in the National League of Cities "City Inclusive Entrepreneurship" network to receive input and plan for the use of existing and new funding in FY24.

It is worth recalling the stated goals of the Assembly's childcare task force¹ from 2019:

The committee is in agreement that quality of childcare is important and all recommendations should understand that quality care is the ultimate goal for any contribution by the City and Borough.

The committee has identified capacity (the number of licensed childcare slots) as the most immediate and pressing issue for working families. Our recommendations are made with the realization that capacity building efforts must also consider quality assurance in order to meet our definition of childcare, which accounts for allowing parents to work with peace of mind that their children are in safe and healthy learning environments.

Both goals remain as pressing today as they were at in 2019. Licensed capacity was essentially flat during the pandemic and providers tell us that CBJ funded programs – in combination with federal funding – enabled them to stay open. We saw modest growth in enrollment from 2021 to 2022 (approximately 17% - 234 to 274 slots). For context, local centers were licensed for 429 slots in 2022 – the difference between

¹ <https://juneau.org/assembly/assembly-childcare-committee>

licensed capacity and actual enrollment is attributable to lack of staffing. The closure of Aurora Lights and temporary closure of Gold Creek (now re-opened) are not included in these numbers.

The Assembly has historically funded the per child stipend program at a sufficient amount to account for growth in the sector that we have not yet seen. In FY22 (10/29/21 COW), the staff presented a request and the Assembly agreed to increase stipends in that fiscal year based on the remaining amount available and the licensed capacity of eligible providers.

For FY23, we propose to use the remaining funds for a start-up grant for one – potentially two – new providers. Staff from CBJ, AEYC, and JEDC will solicit competitive proposals from providers and facility owners and select one or two, depending on available funds and funding needs, who commit to long-term provision of services and who are the most likely to succeed based on past experience and business plans. JEDC will serve as the grant administrator. While our first priority for these funds is for new, center-based or large-home based care, we will make a second-round grant available to existing providers seeking to expand or stabilize if funding remains available.

Starting in FY24, additional funds from the temporary 1% sales tax ballot question will become available. Staff, along with our partners, have been participating in the National League of Cities City Inclusive Entrepreneurship network to develop a plan to best utilize this new funding, as well as re-evaluate existing programs. In meeting with other municipal leaders focusing on this work, a major takeaway continues to be that Juneau is relatively alone in the space of significant and direct local funding to the sector. That said, NLC staff have reinforced that our programs make sense in the broader national context and fit the needs that childcare operators face nationwide. We've additionally met with local childcare providers in two recent meetings to listen to their concerns and solicit feedback on existing and potential programs.

After planning and community engagement work, we've concluded that consistency of our existing programs (per child stipends & HEARTS) is important. Local providers broadly voiced support for these programs and note that being able to count on them is a rare element of stability in what is a highly variable business environment. We propose no changes to these programs for FY24 and, likely, FY25, other than potential increases (more below).

With the new funding from the temporary 1% sales tax ballot question, we propose to create a new program for per employee stipends. Employers having the capacity to pay employees well enough to retain them continues to be the most challenging piece of the childcare puzzle. With available funding, we anticipate being able to raise local wages by approximately \$2.5-\$3/hour. It is likely that we will establish a maximum number of employees per operator, based on the mandated staff-child ratios established by the State, for the sake of equity across the sector.

AEYC will add the per-employee application and monthly reporting requirements to the per-child stipend program already in use. In addition to gathering per-employee and per-child data to use for paying stipends to providers, we will collect other operational data to inform a childcare cost estimation model. The State is considering changing from using market-rate surveys (to determine childcare assistance rates) towards a true cost-of-care model. The data we collect through this new program will help us work synergistically with the State, assuming the relevant legislation passes this year. Even if it doesn't, we'll have the data necessary to better understand the true cost of care in Juneau, beyond what the market is able to bear.

In addition to local funding, we have applied for a \$2M grant through *thread* and the State Childcare Program Office (federal pass-through, remaining CARES/CRRSA/ARPA funding) for FY24. If successful, we plan to use this grant to match our existing programs and additionally create a two-year, federally registered, apprenticeship program at AEYC. The goal of the apprenticeship program is to enroll 5 individuals and, through education and direct experience, assist them in gaining the skills and certifications needed to be qualified program administrators.

We won't know the outcome of our grant application until mid to late June. It is probable that we will receive a partial award. In the event of a partial award, our priority is funding to the sector (matching our existing programs). We plan to smooth the funding increase over two years to maintain a consistent environment for our providers and avoid a peak/valley funding scenario.

For context, our FY24-FY28 funding plan without the \$2M grant for childcare broadly looks like this (nb: sales tax growth projections not included):

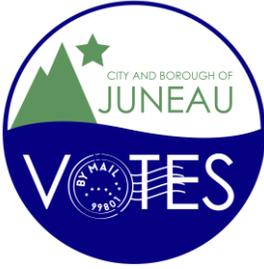
| Revenue Source | FY24 | FY25 | FY26 | FY27 | FY28 |
|----------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| General Fund | \$805,000 | \$805,000 | \$805,000 | \$805,000 | \$805,000 |
| 1% Sales Tax | \$400,000 | \$500,000 | \$500,000 | \$500,000 | \$500,000 |
| | | | | | |
| Total | \$1,305,000 | \$1,405,000 | \$1,405,000 | \$1,405,000 | \$1,405,000 |

In our grant application, we've proposed the following for FY24/25, which involves lapsing some FY24 local funds into future years, mostly FY25:

| Revenue Source | FY24 | FY25 | FY26 | FY27 | FY28 |
|-----------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| General Fund | \$255,000 | \$1,385,000 | \$805,000 | \$805,000 | \$805,000 |
| 1% Sales Tax | | \$870,000 | \$530,000 | \$500,000 | \$500,000 |
| Fed/State Grant | \$2,000,000 | | | | |
| | | | | | |
| Total | \$2,225,000 | \$2,255,000 | \$1,435,000 | \$1,405,000 | \$1,405,000 |

Recommendations:

- 1) Discuss whether the Committee supports the approaches outlined in this memo. All local funding described is included in the Manager's proposed FY24 budget and only requires action if the Assembly desires to change funding levels. In the event of a successful grant application, staff will return with a supplemental appropriation ordinance.
- 2) For FY23 changes in expenditure, staff request a motion to re-allocate remaining FY23 per-child stipend funds to create a start-up childcare grant program.



**OFFICE OF THE MUNICIPAL CLERK/
ELECTION OFFICIAL**

City and Borough of Juneau (CBJ)
155 S. Seward St., Room 202
Juneau, Alaska 99801

Phone: (907)586-5278 x4175 Fax: (907)586-4552
email: Beth.McEwen@juneau.org

TO: Deputy Mayor Gladziszewski and Assembly Committee of the Whole
DATE: April 21, 2023
FROM: Beth McEwen, Municipal Clerk/Election Official
RE: Ordinance 2023-25vCOW Assembly District 1 & 2 Boundary Changes

In July 2022, the State of Alaska Division of Elections informed us that the court had affirmed the Amended Interim Proclamation of Redistricting adopted May 24, 2022. We received notice of that action too late to make changes to the Assembly District 1 and District 2 maps in time for the CBJ Candidate Filing Period, which opened on Friday, July 15, 2022. Copies of Resolution 2692 and the current Assembly District 1 and District 2 maps are enclosed for reference.

Ordinance 2023-25vCOW proposes to make Assembly District 1 the same as State of Alaska House District 4. It also proposes to make Assembly District 2 the same as those portions of House District 3 that lie within the City and Borough of Juneau Boundaries. Copies of those state maps are included in your packet for reference.

Next Steps:

In order for these code changes and maps to be in place prior to the opening of the candidate filing period on July 14, 2023 I would recommend the COW forward Ordinance 2023-25vCOW to the Assembly for introduction at the May 8 Assembly meeting and set it for public hearing at the June 12 Assembly meeting.

Attachments:

- Ordinance 2023-25v.COW
- Resolution 2692 plus maps
- Copies of HD3 (CBJ areas only) and HD4 maps

Presented by: The Manager
Presented: 05/08/2023
Drafted by: S. Layne

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2023-25vCOW

An Ordinance Amending the Assembly Code Relating to Election District No. 1 and District No. 2 Boundaries.

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.

Section 2. Amendment of Section. CBJC 11.10.030 Election and terms of office, is amended to read:

11.10.030 Election and terms of Office.

- (a) The mayor and two other assemblymembers shall be elected from the municipality at large.
- (b) Other assemblymembers shall be elected at large by the qualified voters of the municipality and shall each be residents of individual districts as follows:
 - (1) Three assemblymembers shall be residents of District No. 1;
 - (2) Three assemblymembers shall be residents of District No. 2.
- (c) The term of office of the mayor and other assemblymembers shall be three years and shall begin immediately following the certification of the election at which they were elected.

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(d) The boundaries of the election districts shall be as follows:

(1) District No. 1 consists of that area of the City and Borough within House District 3 established by the State of Alaska in the ~~Amended Redistricting Plan adopted April 18, 2002~~ Amended Interim Proclamation of Redistricting adopted May 24, 2022.

(2) District No. 2 consists of that area of the City and Borough within House District 4 established by the State of Alaska in the ~~Amended Final Redistricting Plan adopted April 18, 2002~~ Amended Interim Proclamation of Redistricting adopted May 24, 2022.

Section 2. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2023.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: 06/09/2014
Drafted by: A. G. Mead

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2692

A Resolution Reaffirming the City and Borough Assembly District Boundaries and Renumbering the City and Borough Precincts.

WHEREAS, CBJ Charter Sections 3.3 and 3.4 provide for Assembly districts; and

WHEREAS, Assembly districts are for Assemblymember residency purposes, only; Assemblymembers are elected at large; and

WHEREAS, the current CBJ Assembly district boundaries were established by CBJ Ordinance 2003-15 using data from the 2000 U.S. Census; and

WHEREAS, the current boundaries were reevaluated by the CBJ Election Official using the 2010 U.S. Census data, and reaffirmed by the Assembly in Resolution 2619; and

WHEREAS, redistricting changes were approved by the Alaska Supreme Court in December 2013 and implemented by the Division of Election in February 2014; and

WHEREAS, there were no redistricting changes requiring the City and Borough to adjust its current district boundaries; and

WHEREAS, CBJ 29.07.030 requires that City and Borough of Juneau voting precincts be the same as those used for State elections; and

WHEREAS, in March, 2014 the Division of Elections mailed all voters in Alaska new voter ID cards, indicating the new precinct number to which each voter is assigned.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

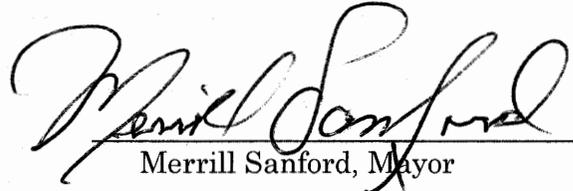
Section 1. The Assembly, having determined that there is no action necessary at this time to change the Assembly district boundaries, reaffirms the existing district boundaries as reaffirmed in 2012 by Resolution 2619.

Section 2. In order to comply with section 29.07.030 requiring that City and Borough of Juneau voting precincts be the same as for State of Alaska elections, the Assembly approves and adopts the district and precinct map attached as Exhibit A,

reflecting new City and Borough precinct numbers that are the same as those recently set by the State.

Section 3. Effective Date. This resolution shall be immediately upon its adoption.

Adopted this 9th day of June, 2014.

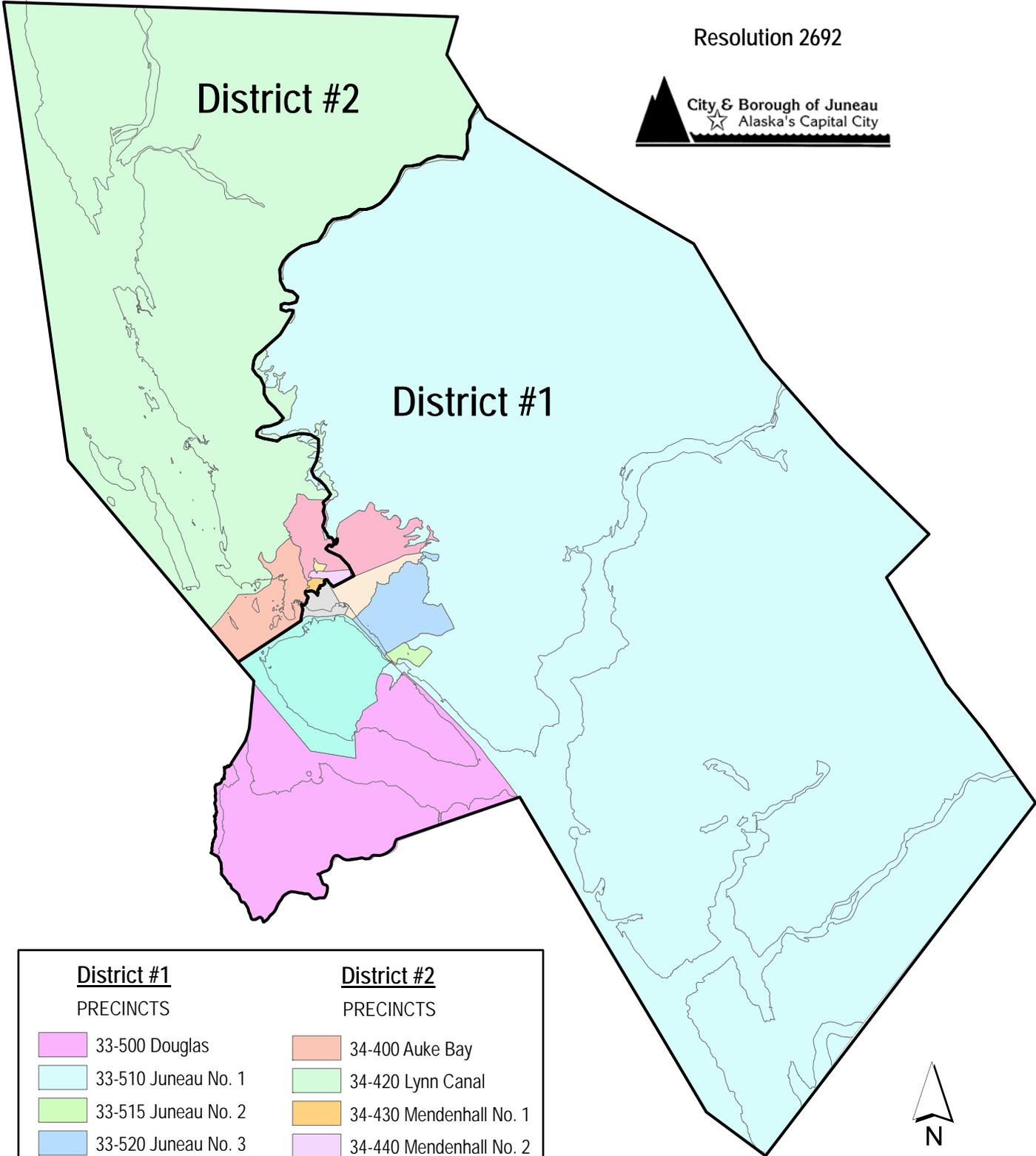
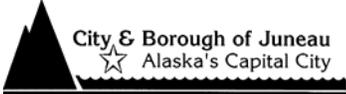

Merrill Sanford, Mayor

Attest:


Laurie J. Sica, Municipal Clerk

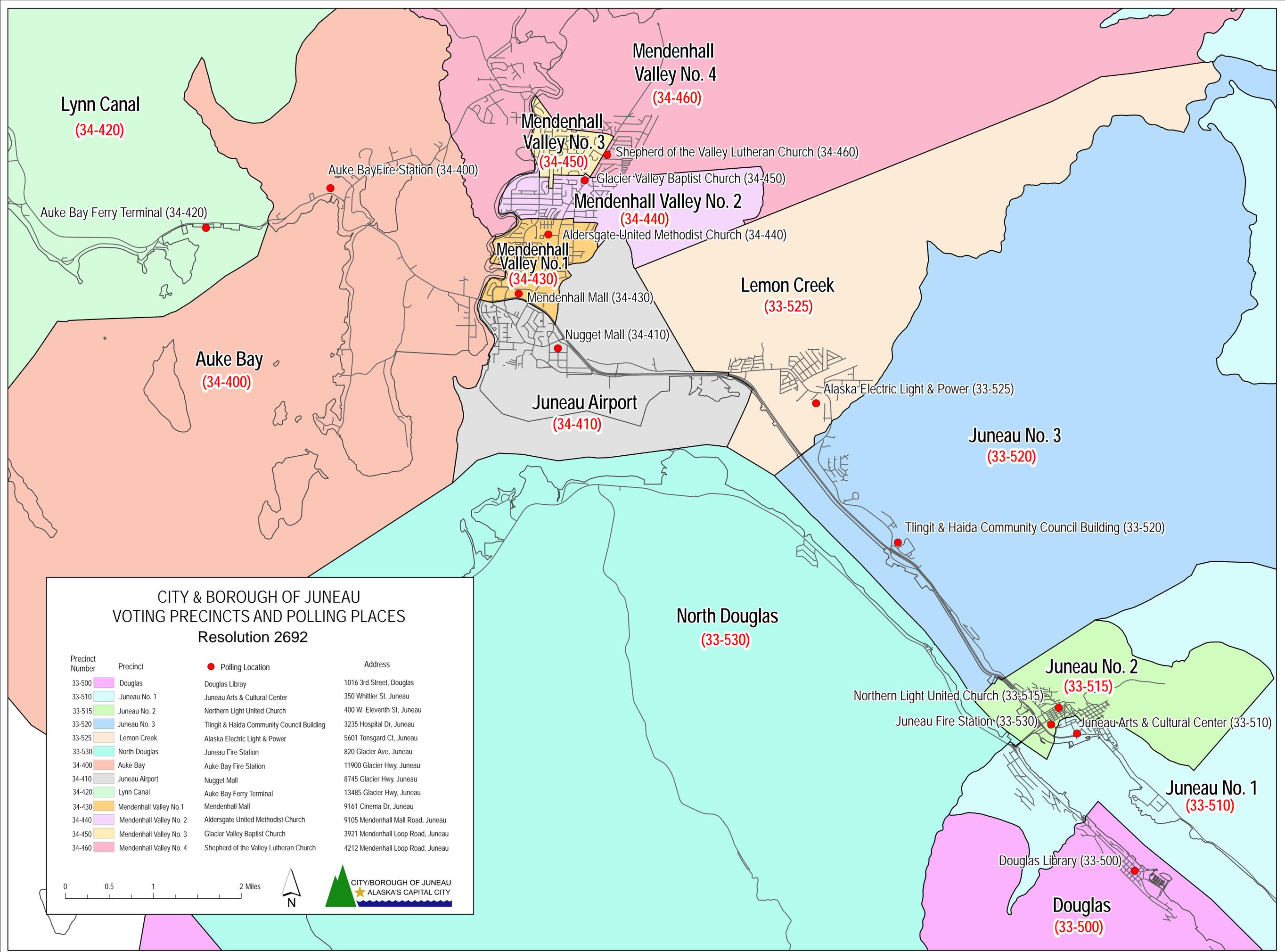
CBJ ASSEMBLY DISTRICTS

Resolution 2692



| <u>District #1</u> | | <u>District #2</u> | |
|--------------------|-----------------------|--------------------|-------------------------|
| PRECINCTS | | PRECINCTS | |
| | 33-500 Douglas | | 34-400 Auke Bay |
| | 33-510 Juneau No. 1 | | 34-420 Lynn Canal |
| | 33-515 Juneau No. 2 | | 34-430 Mendenhall No. 1 |
| | 33-520 Juneau No. 3 | | 34-440 Mendenhall No. 2 |
| | 33-525 Lemon Creek | | 34-450 Mendenhall No. 3 |
| | 33-530 North Douglas | | 34-460 Mendenhall No. 4 |
| | 34-410 Juneau Airport | | |



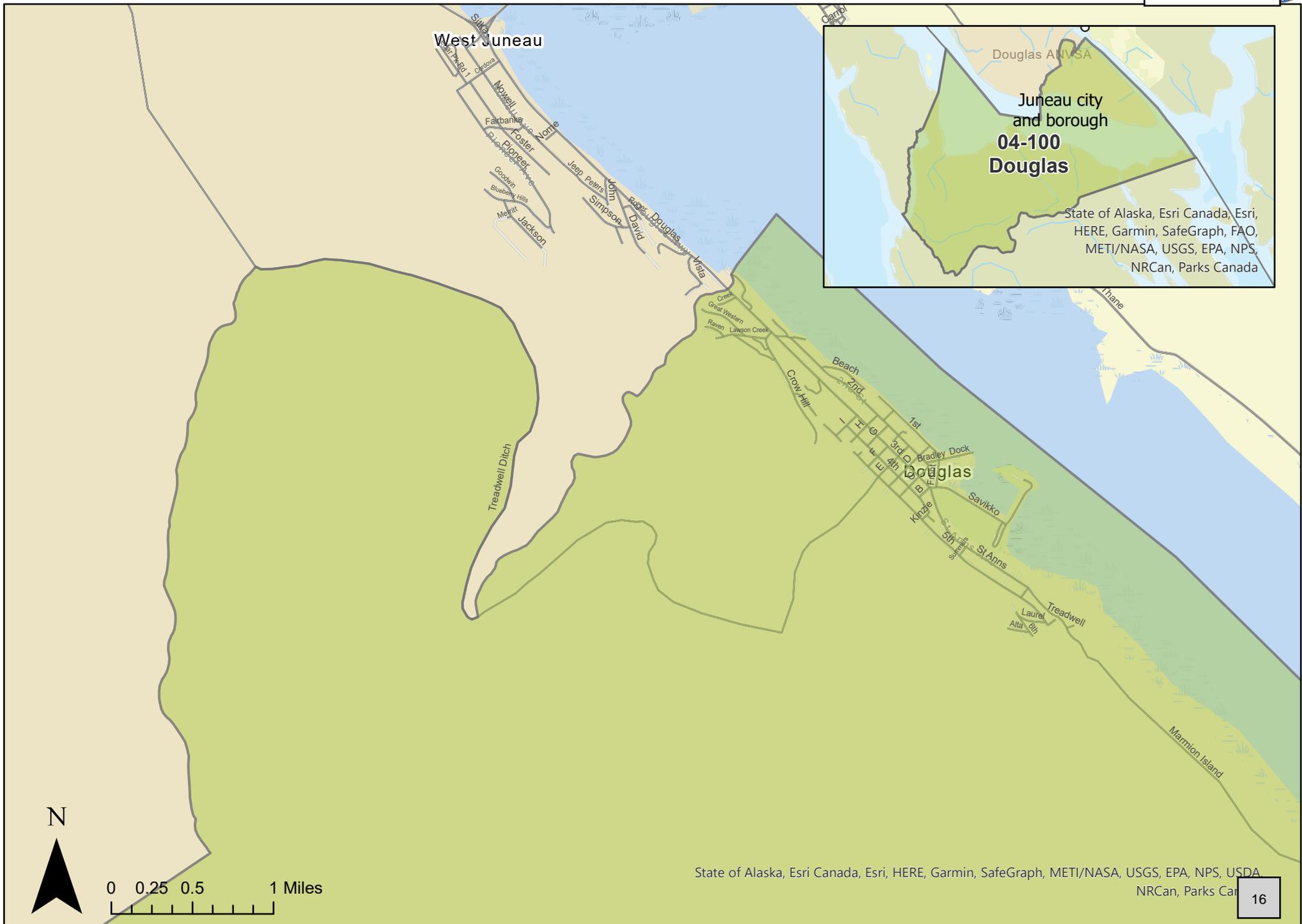


**CITY & BOROUGH OF JUNEAU
VOTING PRECINCTS AND POLLING PLACES
Resolution 2692**

| Precinct Number | Precinct | Polling Location | Address |
|-----------------|-------------------------|--|-----------------------------------|
| 33-500 | Douglas | Douglas Library | 1016 3rd Street, Douglas |
| 33-510 | Juneau No. 1 | Juneau Arts & Cultural Center | 350 Whittier St, Juneau |
| 33-515 | Juneau No. 2 | Northern Light United Church | 400 W. Eleventh St, Juneau |
| 33-520 | Juneau No. 3 | Tlingit & Haida Community Council Building | 3235 Hospital Dr, Juneau |
| 33-525 | Lemon Creek | Alaska Electric Light & Power | 5601 Tonsgard Ct, Juneau |
| 33-530 | North Douglas | Juneau Fire Station | 820 Glacier Ave, Juneau |
| 34-400 | Auke Bay | Auke Bay Fire Station | 11900 Glacier Hwy, Juneau |
| 34-410 | Juneau Airport | Nugget Mall | 8745 Glacier Hwy, Juneau |
| 34-420 | Lynn Canal | Auke Bay Ferry Terminal | 13485 Glacier Hwy, Juneau |
| 34-430 | Mendenhall Valley No.1 | Mendenhall Mall | 9161 Cinema Dr, Juneau |
| 34-440 | Mendenhall Valley No. 2 | Aldersgate United Methodist Church | 9105 Mendenhall Mall Road, Juneau |
| 34-450 | Mendenhall Valley No. 3 | Glacier Valley Baptist Church | 3921 Mendenhall Loop Road, Juneau |
| 34-460 | Mendenhall Valley No. 4 | Shepherd of the Valley Lutheran Church | 4212 Mendenhall Loop Road, Juneau |

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CITY/BOROUGH OF JUNEAU
★ ALASKA'S CAPITAL CITY



Douglas ANVSA

Juneau city and borough

04-100 Douglas

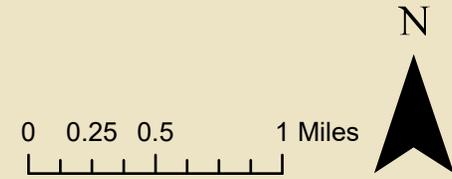
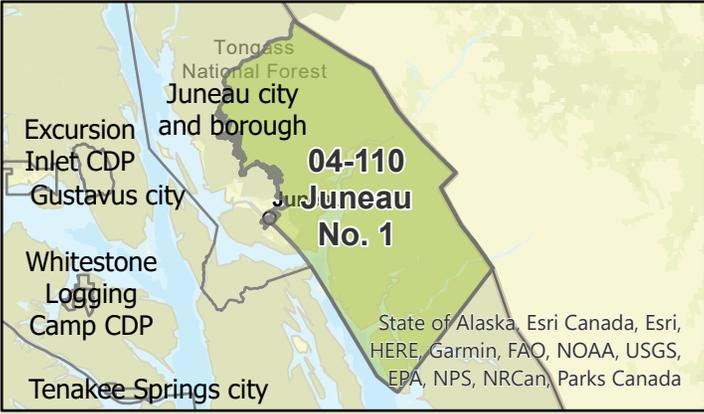
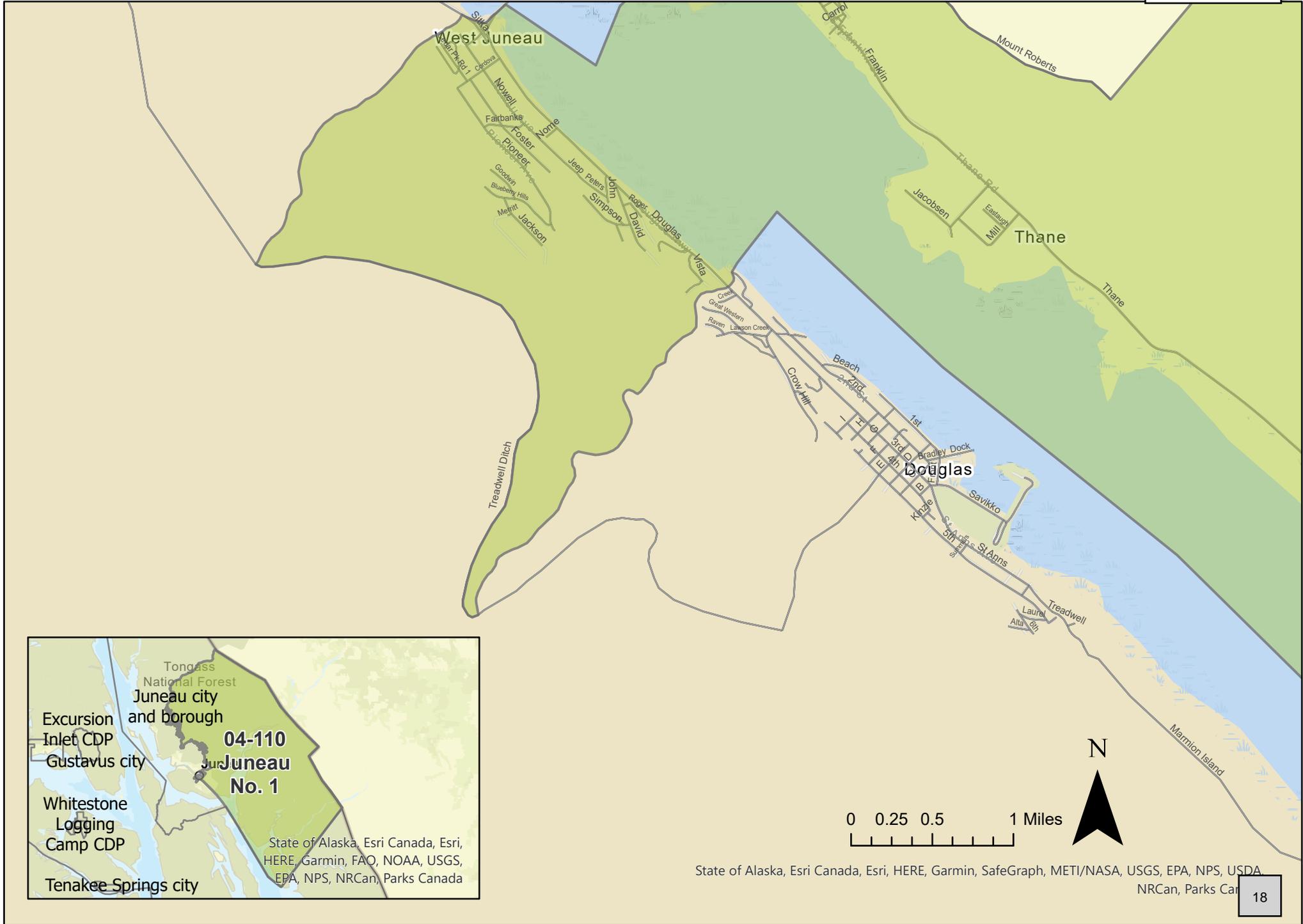
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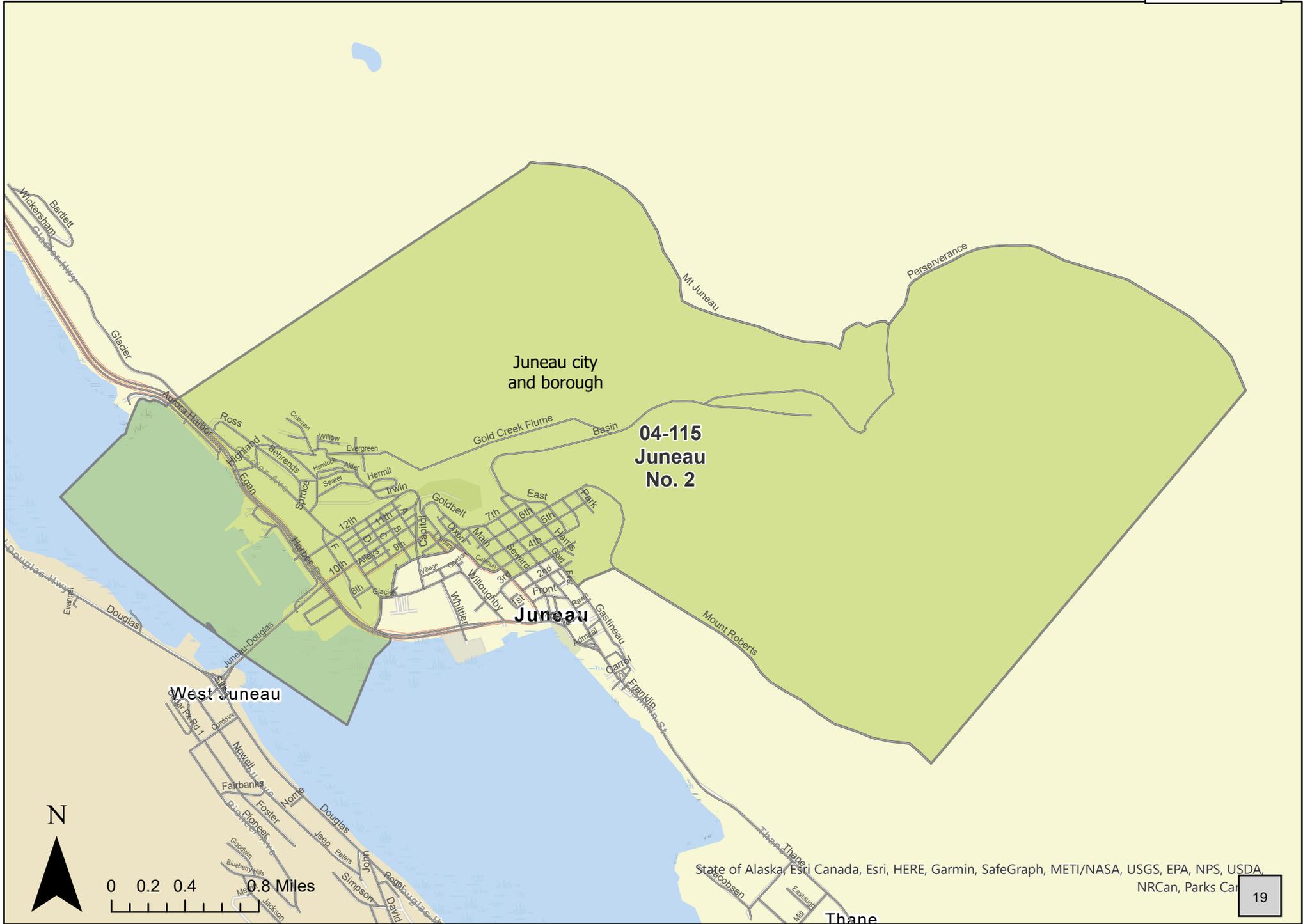
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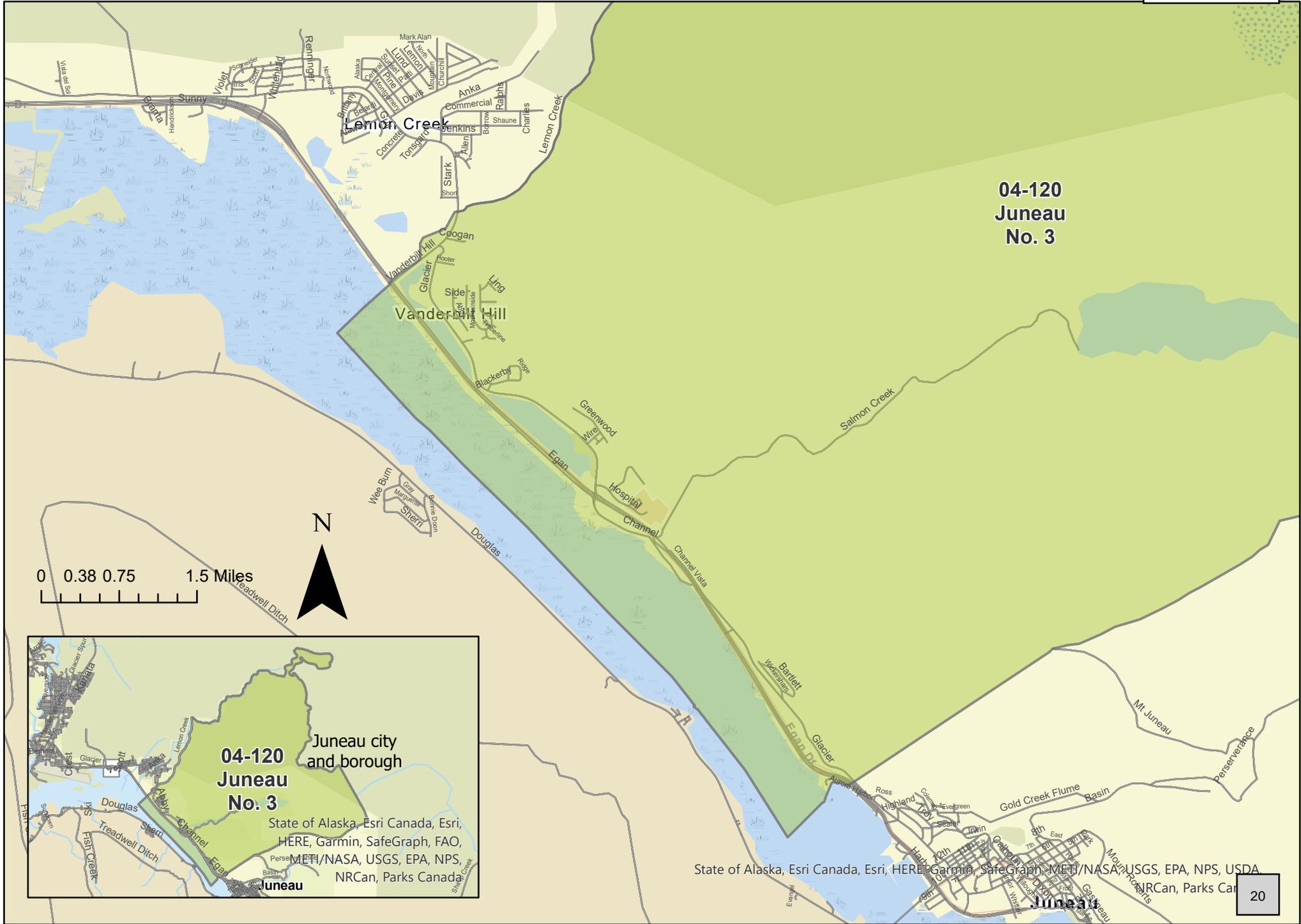


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0 0.25 0.5 1 Miles



**04-125
Lemon
Creek**

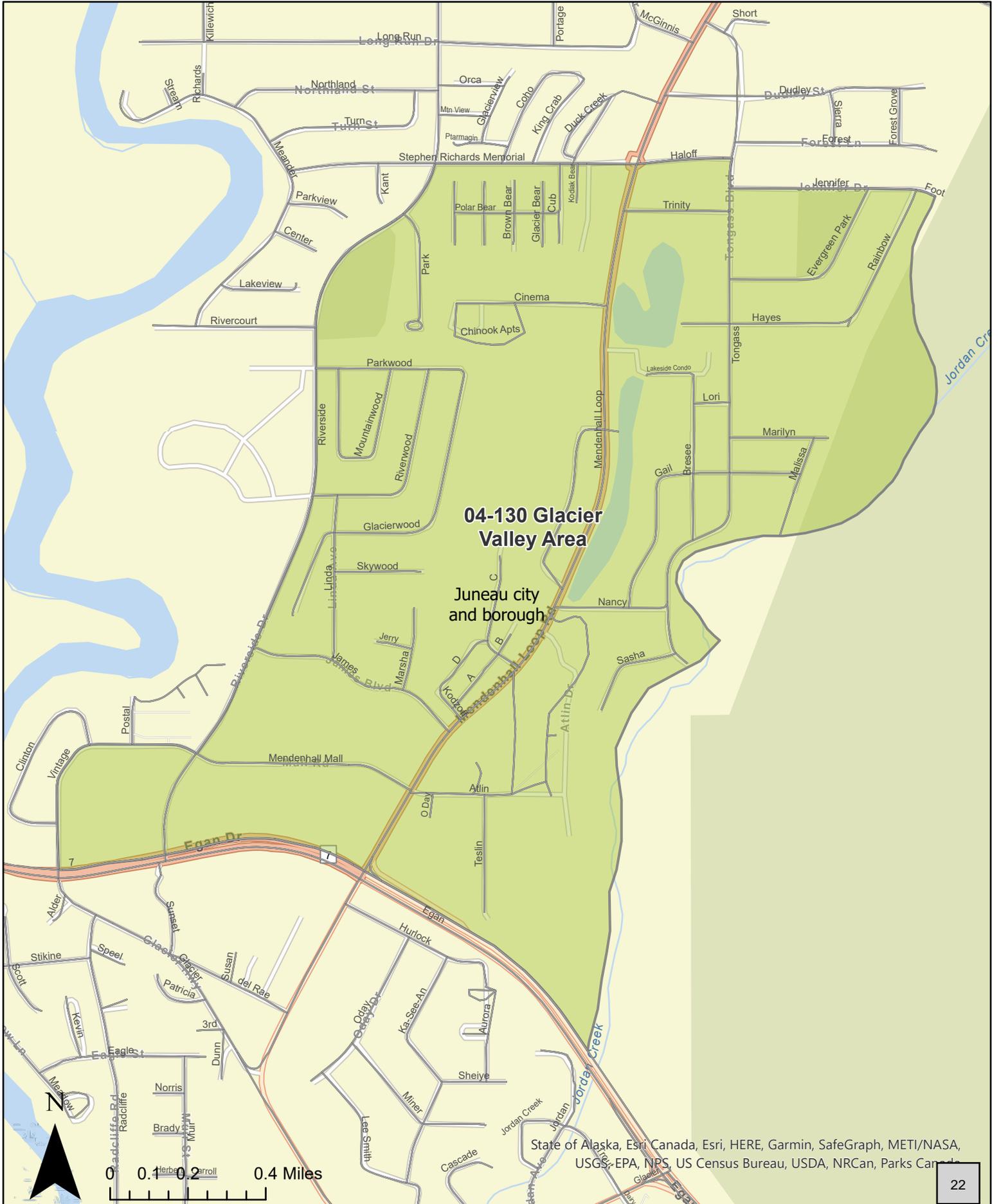
Juneau city
and borough

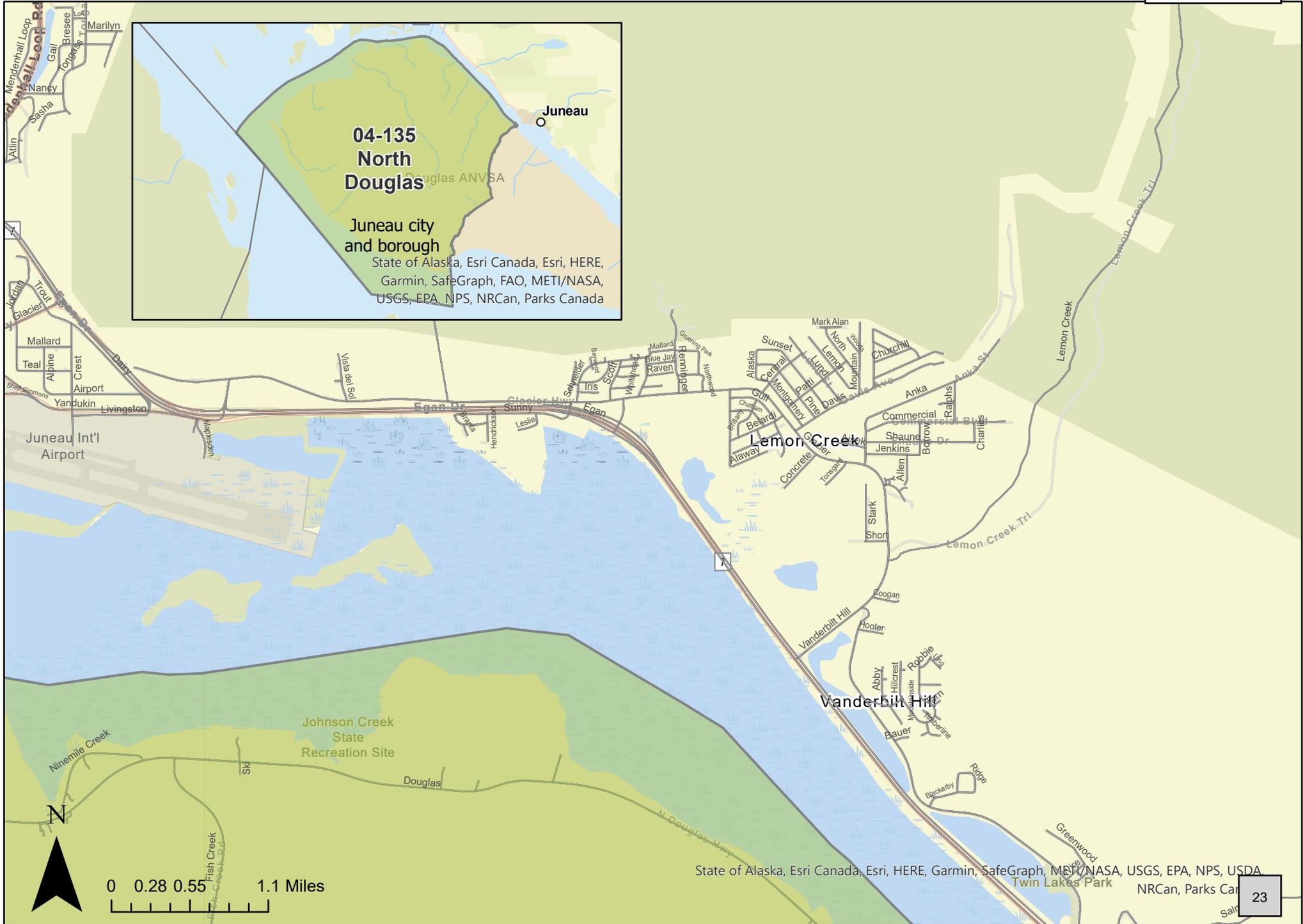
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HERE, Garmin, SafeGraph, FAO,
METI/NASA, USGS, EPA, NPS,
NRCan, Parks Canada

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NRCan, Parks Canada

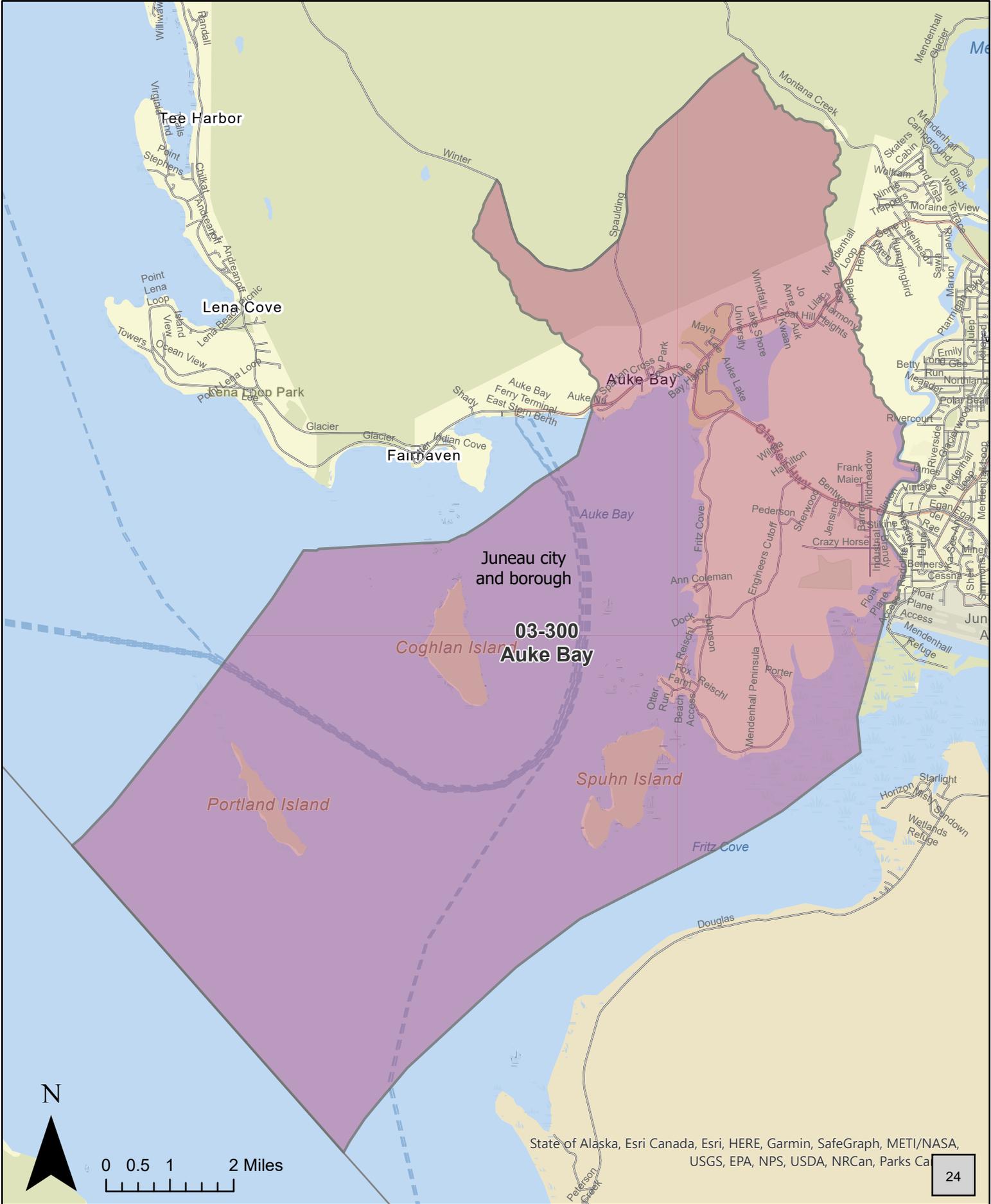
Precinct: 04-130 Glacier Valley Area

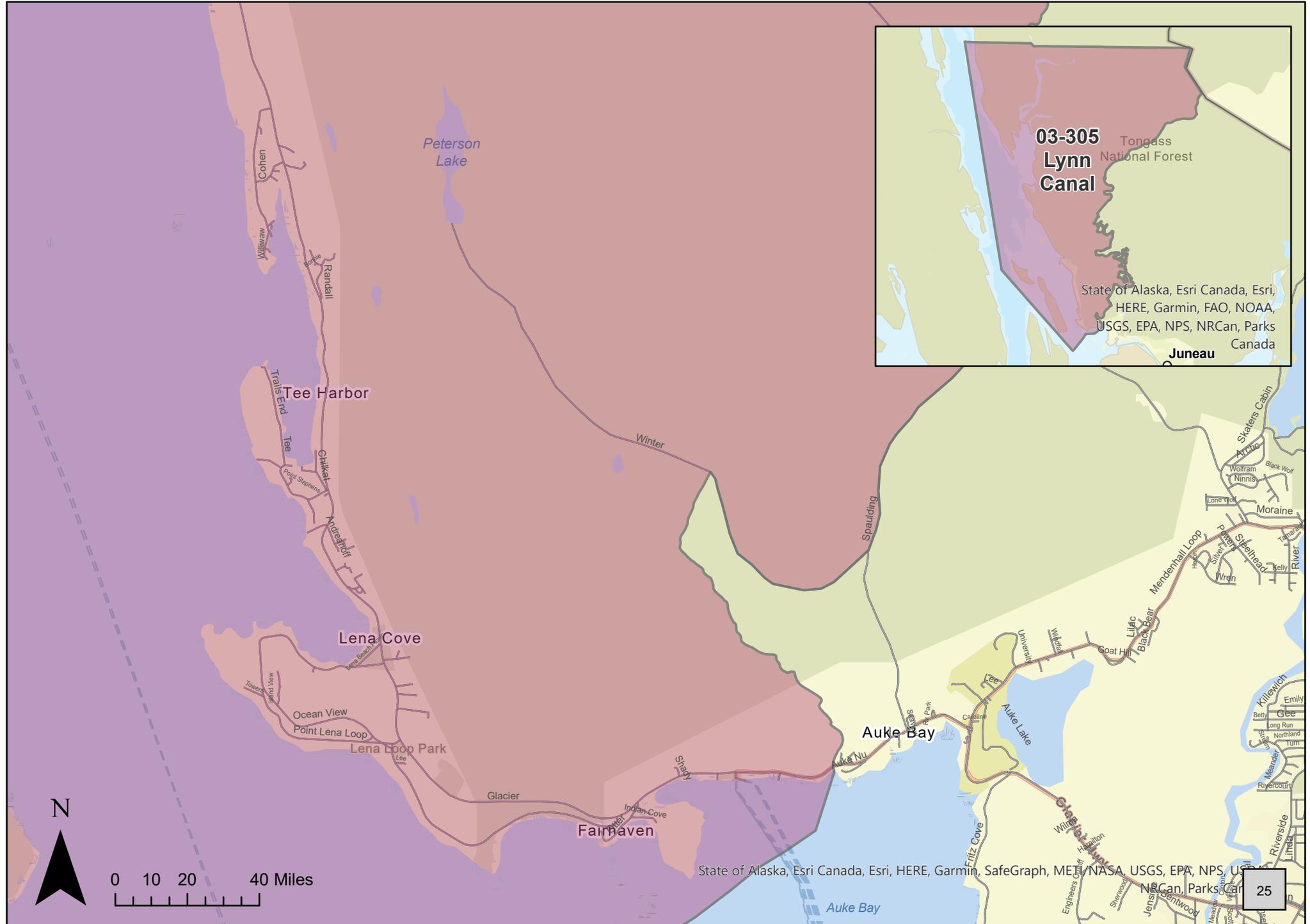
May 24, 2022 Interim Redistricting Plan



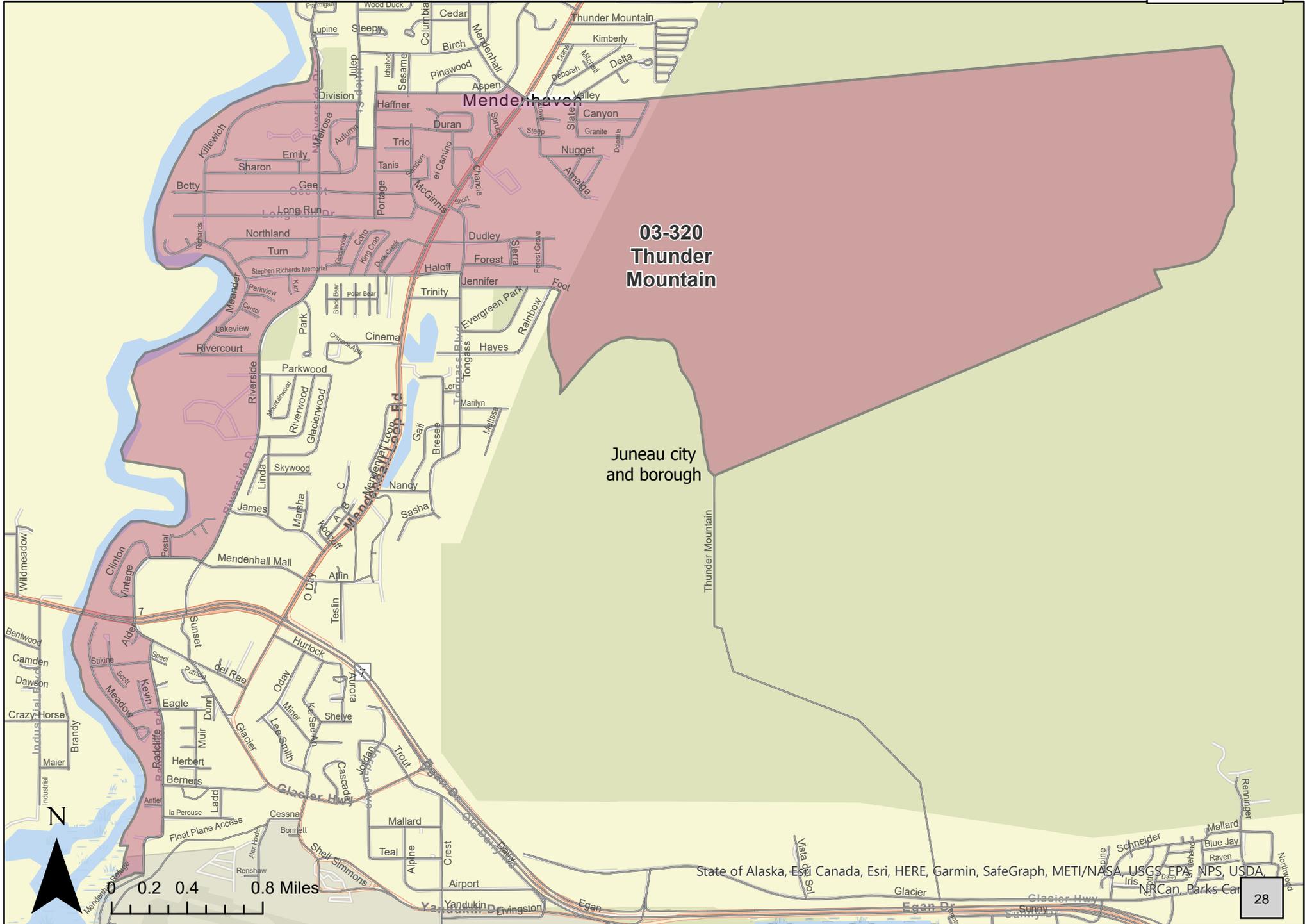


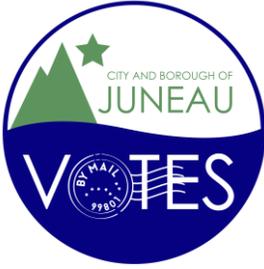
Precinct: 03-300 Auke Bay May 24, 2022 Interim Redistricting Plan











**OFFICE OF THE MUNICIPAL CLERK/
ELECTION OFFICIAL**

City and Borough of Juneau (CBJ)
155 S. Seward St., Room 202
Juneau, Alaska 99801

Phone: (907)586-5278 x4175 Fax: (907)586-4552
email: Beth.McEwen@juneau.org

TO: Deputy Mayor Gladziszewski and Assembly Committee of the Whole

DATE: April 21, 2023

FROM: Beth McEwen, Municipal Clerk/Election Official

RE: Ordinance 2023-24vCOW Election Code Changes

At the January 30, 2023 Regular Assembly meeting, the Assembly directed staff to draft an ordinance which would make by mail elections the default for all CBJ elections going forward unless called for differently by the Assembly. Since that is a paradigm shift in the default method by which we conduct elections, it also required an overhaul of our current election code. The draft Ordinance 2023-24vCOW streamlines the election code by moving by mail election sections 29.07.360 and 29.07.370 into the main body of the election code. It also provides clarity of language and codifies some of the past practices that have been in our policies and procedures into the code to enhance election transparency.

This memo provides a sectional overview of the changes along with a brief explanation for the substantive changes. For clarity in this memo, Current Code sections will be referred to as **CC + section number** (example **CC29.07.010** Election times; notice) and the code sections referenced in Ordinance 2023-24 will be referred to by Draft Code **DC+section number** (example **DC29.07.010** Election times; notice).

Section DC29.07.010 Election times; notice.

- This adds a new section DC29.07.010 (a) that calls for all elections to be conducted by mail unless otherwise directed by the Assembly. Subsequent sections renumbered.
- This section change combines the language from CC29.07.360 with that found in CC29.07.010. The revised language clarifies all methods of voting, election hours and specifies how those are to appear in the Notice of Election.
- Special Note: CBJ Charter 6.1 and 6.2, along with this CC29.07.010, require the Notice of Election to be published in a newspaper of general circulation. With the announced changes to the Juneau Empire printing schedule, we will be interpreting “publication in a newspaper of general circulation” to be sufficient if published in the online e-edition. As a matter of practice, we will endeavor to target the largest audience possibly by publishing the notices of election in those editions of the newspaper that will also be printed in hardcopy.

Section DC29.07.020 Election officials.

- The language in DC29.07.020 (a)(1) regarding contracting is based on CC29.07.220 and adds the term “or contractor” to this section on line 11 of page 4.
- The language in DC29.07.020 (a)(2) is moving CC29.07.370(a)(2) up to this section and replaces that found in CC29.07.020(d).
- DC29.07.020(b) and (c) modifies the election worker staffing structures to meet the needs of elections conducted by mail with provisions for polling precinct elections when necessary.

Section DC29.07.030 ~~Voting precincts~~ Precinct Boundaries.

- DC29.07.030(a) sets the Precinct boundaries based on the boundaries identified in CBJ Code 11.10.030. (Ordinance 2023-25, also in this COW packet will be up for Assembly consideration to change the current CBJ District Boundaries.)
- DC29.07.030(b) adds vote centers to the CC29.07.030(b) language.

Section DC29.07.040 Candidate districts.

- This new language provides clarity when there are more than two candidates or more than two vacant seats in a race.

Section DC29.07.050 Candidates; nomination; write-in.

- DC29.07.050 combines CC29.07.050 with CC29.07.370 language.
- DC29.07.050(d) clarifies that the full nominating petition packet (consisting of the Declaration of Candidacy, Nominating Petition, and Alaska Public Offices Commission Public Official Financial Disclosure statement), and not just the nominating petition, have to be submitted before the end of the candidate filing period at 4:30p.m. on the 71st day before election day. Only when all packet materials are submitted and deemed sufficient, can the Election Official certify a candidate as qualified to appear on the ballot.

Section DC29.07.055 Official candidate statement.

- DC29.07.055 combines CC29.07.055 with the timing set out in CC29.07.370 and includes minor changes to some of the candidate statement categories for clarity.

Section DC29.07.060 Ballots; form.

- DC29.07.060 provides clarity on the criteria upon which candidates’ names will be placed on the ballot.

Section DC29.07.070 Ballots; preparation and distribution.

- DC29.07.070 combines CC29.07.070 with CC29.07.360 language and codifies the chain of custody practices that are already followed in the election policies and procedures.

Section DC29.07.080 Election materials; preparation and distribution.

- CC29.07.080 requires instructions to be provided to voters on large printed cards (or posters). DC29.07.080 widens the display of voter instructions to include those used via audio or visual methods on the electronic marking devices for ADA purposes.
- This section further clarifies that the close of the ballot drop boxes will take place at 8:00p.m. on Election Day.

Section DC29.07.090 Absentee voting; eligible persons; permanent absentee voters.

- DC29.07.090 provides for the timing and means by which voters on the State of Alaska Division of Election Permanent Absentee Voters list are sent an application for a ballot in the event an election is held as a poll-based election rather than a by mail election.

Section DC29.07.100 ~~Absentee~~ Voting procedure.

- CC29.07.100 is replaced by the language in CC29.07.360(e) and that becomes the new DC29.07.100 section.

Section DC29.07.110 ~~Absentee election officials.~~ Reserved.

- CC29.07.110 language is no longer necessary as these duties are performed by election workers identified in DC29.07.020.

29.07.120 ~~Voting procedure.~~ Vote center, ballot drop boxes, and polling place, procedures.

- DC29.07.120 combines CC29.07.120 with CC29.07.360 language and codifies the manner in which spoiled ballots are handled to ensure ballot accountability.

Section DC29.07.130 Unused ballots.

- DC29.07.130 codifies the policies and procedures for unused ballots from vote centers or polling places after the close of the polls on election day to ensure all ballots are accounted for in accordance with chain of custody protocols.

Section DC29.07.140 ~~Spoiled ballots.~~ Reserved.

- CC29.07.140 language is actually referring to an over-voted race rather than a spoiled ballot. This deletes that language and reserves this section. DC29.07.160 “General procedures for ballot count” now provides the criteria under which the markings on a ballot are to be counted.

Section DC29.07.150 ~~General procedures for ballot count.~~ Ballot envelope review and signature verification.

- DC29.07.150 combines CC29.07.150 language with that in CC29.07.370.
- DC29.07.150(3)(C) language was included at the request of the 2022 Canvass Review Board members after having to reject some of the ballots in the last election due to “fuzzy match” number issues. The fuzzy match practice is followed by the State of Alaska as well as the Municipality of Anchorage and provides that a ballot would be eligible to be counted if one of the digits on their personal identifier had been transposed but all other eligibility criteria, including a signature match, was met.
- When a ballot envelope does not meet the eligibility requirements, it goes through a ballot cure process, which is currently set out in the election policies and procedures. DC29.07.150(E) codifies that the policies and procedures established in accordance with DC29.07.250 are where those cure processes are to be found.

Section DC29.07.160 General procedures for ballot count.

- DC29.07.160 codifies the current policies and procedures based on those used by the Municipality of Anchorage. These are the procedures that we have followed since we

began conducting by mail elections in partnership with the Municipality of Anchorage Election team in 2020.

Section DC29.07.16070 Delivery of ballots and other election material.

- Since we are creating a new section DC29.07.160 above to codify our current policies and procedures for ballot count, we are renumbering this section. CC29.07.160 language for Delivery of ballots and other election material is now DC29.07.170.
- The language in CC29.07.170 is deleted and moved to a new DC29.07.350 to fall into the proper chronological order in which the destruction of ballots and election materials takes place at the end of the 90-day period following election certification.

Section DC29.07.180 Reserved. – No change.

Section DC29.07.190 ~~Absentee ballots time~~ Ballot eligibility.

- Now that we will be conducting elections by mail as the default, DC29.07.190 removes the reference of “absentee” ballots and replaces that with general language about ballots and how they will be reviewed for counting eligibility.

Section DC29.07.200 Voting systems. – No changes were made to this section.

Section DC29.07.210 Boards and teams.

- DC29.07.210 incorporates the workers required to conduct by mail elections and reflects the changes to the appointment of election workers to various teams based on different duties.

Section DC29.07.220 Procurement of voting technology.

- The language in DC29.07.220 provides for contractual services required to conduct by mail elections including the services of the ballot programmers, the firm hired to print and mail out the ballots, and any other election equipment contractor.

Section DC29.07.230 Tests and security. – No changes made to this section.

- Informational Note: The voting system control board conducts tests of ballots and election equipment programming to ensure the logic and accuracy of the programming and the ballots are in alignment with a set of predetermined random election results that are also hand counted. This is a pre-election audit of all the election systems to ensure they are working properly before being placed into live election recording status.

Section DC29.07.240 Voting system; demonstration. – No changes made to this section.

Section DC29.07.250 ~~Processing ballots at the polling place~~ Election policies established.

- DC29.07.250 combines CC29.07.250 language with that in the *Election Policies* found under the definition section of CC29.07.350.
- DC29.07.250 also requires election policies to be established 20 days prior to Election Day to ensure they are in place prior to the mailing of the ballots.

Section DC29.07.260 Delivery of ballots to ~~election central~~ ballot processing center.

- DC29.07.260 codifies the current chain of custody policies and procedures and combines the process for delivery of ballots and election materials to the ballot processing center for both types of elections: by mail and poll-based.

Section DC29.07.270 Manual counting. – No changes made to this section.

Section DC29.07.280 Review of election returns.

- The main changes in DC29.07.280 are to provide for the timing associated with ballot envelope review and preliminary unofficial results being made available on election day and the subsequent schedule of periodic updated results to be established by the election official.
- The timing of the canvass review board review of election returns and targeted certification date remain the same as the code changes that were made in 2022.

Section DC29.07.290 Certification of election. – No changes made to this section.

Section DC29.07.300 Election recounts.

- The only change to DC29.07.300 was to remove reference to “precinct” in this section since all ballots, even those received in a poll-based election, will be processed in the same manner as by mail election ballots and there is no way to segregate out ballots received from voters who live in one particular precinct vs. another.

No substantive changes were made to the following sections:

Section DC29.07.310 Oath of office.

Section DC29.07.320 Contest of election.

Section DC29.07.330 Judicial review.

Section DC29.07.340 Expenses.

Section DC29.07.350 Destruction of ballots and election materials.

- This section is a relocation of CC29.07.170 as noted previously in the memo.

~~Section CC29.07.350 Definitions.~~

- CC29.07.350 was relocated to the bottom of the code and is now at DC29.07.390.

All the language in Sections ~~CC29.07.360 Elections by mail~~ and ~~CC29.07.370 Alteration of election procedures for elections by mail~~ have been incorporated into all the various sections of this draft ordinance as noted above.

Section DC29.07.380 Observers.

- The only change to CC29.07.380 was to identify and incorporate into the policies and procedures the various locations where observers may wish to observe election processes occurring.

Section DC29.07.390 Definitions.

- As noted above, CC29.07.350 Definitions was relocated to the bottom of the code and is now located at DC29.07.390.
- New or changed definitions in this section include definitions for: “Ballot processing center,” “Election policies,” and “Polling Place, or Precinct Polling Place.”

Should Assemblymembers have any questions, I would be more than happy to discuss these changes and/or election policies and procedures in depth with you. Please give me a call at 907-586-5278 x4175.

Next Steps:

In order for these code changes to be in place prior to the opening of the candidate filing period on July 14, I would recommend the COW forward Ordinance 2023-24vCOW to the Assembly for introduction at the May 8 Assembly meeting and set it for public hearing at the June 12 Assembly meeting.

Thank you!



**Beth McEwen, MMC
Municipal Clerk/Election Official**

Attachments:

Ordinance 2023-24v.COW

Presented by: The Manager
Presented: 05/08/2023
Drafted by: S. Layne

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2023-24vCOW

An Ordinance Amending the Elections Code Relating to Election Procedure.

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.

Section 2. Amendment of Chapter. CBJC Chapter 29.07 Election procedures, is amended to read:

Chapter 29.07 - ELECTION PROCEDURES.

29.07.010 Election times; notice.

(a) The Election Official will conduct all elections by mail, unless otherwise directed by the Assembly.

~~(a)~~ (b) *Time of regular elections.* Annually, on the first Tuesday of October of each year, a regular election shall be held in the City and Borough of Juneau for the election of vacant City and Borough of Juneau offices, and for the determination of other matters as may regularly be placed on the ballot.

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~~(b)~~ (c) Time of special elections. Except as provided in CBJ Charter Section 7.10(b), the assembly, by motion, resolution, or adoption of an ordinance, may call a special election at any time. Unless the assembly has set a date for a required special election, the election official shall call a special election when required by law, charter, or ordinance, to place an initiative, referendum, recall, or other question before the voters.

~~(e)~~ (d) Voting hours. ~~The polls in each voting precinct or vote center shall be open as provided in state law on all municipal election days for the purpose of voting.~~ On Election Day, vote centers, or in a poll-based election, precinct locations, will be open from 7:00a.m. to 8:00p.m. Ballots must be received by the election official, placed in a ballot drop box, or received at a vote center all by 8:00 p.m. on election day, or be postmarked by the post office on or before election day. Any ballots cast by a voter present in line awaiting the opportunity to vote at a vote center or to drop a ballot into one of the secure ballot drop boxes at 8:00 p.m. on election day will be considered as having been voted in a timely manner.

~~(d)~~ (e) Notice of election. The City and Borough of Juneau Election Official shall cause to be published a notice of election during three consecutive calendar weeks, once in each week, in a newspaper of general circulation in the City and Borough of Juneau. The first such publication, and the posting, shall be accomplished at least 30 days before the election.

~~(e)~~ (f) Contents of election notices. Notices of election shall state how the election is to be conducted; by mail or poll-based. For each election, the notice of election published pursuant to CBJ 29.07.010(d), shall include:

- ~~(1) The date of the election;~~

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- ~~(2) The time of opening and closing the polling places or vote centers;~~
- ~~(3) The location of precinct polling places or vote centers;~~
- ~~(4) The qualifications of voters;~~
- ~~(5) The type of election, regular or special;~~
- ~~(6) The offices to be filled, the propositions submitted to the electors, and the full text of any proposed charter amendment submitted to the electors.~~

(1) The date and type of the election, regular or special, and the method by which the election is being conducted, by mail or poll-based;

(2) Qualifications of voters;

(3) The offices to be filled, the propositions submitted to the electors, and the full text of any proposed charter amendment; and

(4) An explanation that in-person voting will be available at vote centers on election day, but no polling places will be in operation;

(5) The date by which ballots will be mailed to voters;

(6) Instructions to voters who will not be at their current mailing addresses when the ballots are to be mailed or who do not receive their ballot through the mail;

(7) A listing of vote center and ballot drop box locations and hours;

(8) An explanation of by-mail voting deadlines; or

(9) If conducted as a poll-based election, in addition to (1)-(3), the location and hours of precinct polling places for early voting and regular in-person voting on election day.

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29.07.020 Election officials.

(a) The City and Borough of Juneau Municipal Clerk is the City and Borough of Juneau Election Official. Any properly authorized assistant to the City and Borough of Juneau Municipal Clerk or other person designated by the manager shall be an assistant City and Borough of Juneau Election Official and may perform any functions set out in this chapter as a function of the City and Borough of Juneau Election Official.

(1) The election official may contract, without obtaining competitive bids, any portions of the election process with the State of Alaska Division of Elections, other governmental entity or agency, or contractor to ensure the timely and secure conduct of a particular election.

(2) Each election worker must be a qualified voter of Alaska.

(b) Before each election, the election official shall appoint a minimum of two election workers in each precinct or vote center to constitute the election ~~board~~ team for that precinct or vote center. ~~One member of the election board in each precinct or vote center shall be designated chair by the election official and shall be primarily responsible for administering the election in that location.~~ The election official may assign additional election workers at any ~~polling place~~ or vote center or precinct polling place as necessary to conduct an orderly election ~~or to relieve the election board serving of undue hardship.~~

(c) If any election ~~board member~~ worker fails or refuses to attend and serve, the election official shall appoint a person eligible under this section to serve in the absentee's place.

~~(d) Each election worker must be a qualified voter of the City and Borough of Juneau.~~

1
2 (e) (d) Before beginning their duties, all election workers shall take and subscribe the
3 following oath:

4 "I _____ do solemnly swear (or affirm) that I will support the constitutions of the
5 United States and State of Alaska, and the laws of the City and Borough of Juneau, and
6 the State of Alaska, and that I will faithfully, honestly, and promptly perform the duties of
7 the office of _____."
8

9 **29.07.030 ~~Voting precincts~~ Precinct Boundaries.**

10 (a) ~~Voting precincts~~ Precinct boundaries in the City and Borough of Juneau shall be ~~the same~~
11 ~~as for state elections,~~ in accordance with CBJ Code 11.10.030.

12 (b) ~~The polling places or~~ vote centers or precinct polling places shall be specified by the City
13 and Borough of Juneau Election Official.

14 **29.07.040 Candidate districts.**

15 In any election of school board members or any election of assemblymembers involving a
16 multimember district, the candidates receiving the highest number of votes shall be deemed
17 elected to the vacant seats. If vacancies exist on the school board or within a multimember
18 assembly district for seats with different terms, the candidate receiving the highest number of
19 votes shall be deemed elected to the seat with the longest term ~~and the candidate who was~~
20 ~~elected with the fewest number of votes shall be deemed elected to the seat with the shortest~~
21 ~~term; seats for other terms of different lengths shall be similarly determined in accordance with~~
22 ~~the number of votes received.~~ and the candidate with the second highest number of votes shall
23 be deemed elected to the seat with the next longest term until all seats are filled in that order.
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29.07.050 Candidates; nomination; write-in.

(a) Nominations for elective officers shall be made only by petition accompanied by a signed acceptance. Each voter signing a petition shall state on the petition the voter's place of residence, by street and number, lot and block, or other sufficient means.

(b) Nominating petitions shall meet the following requirements:

(1) Petitions must include a certification providing:

"We the undersigned qualified voters of the City and Borough of Juneau, in the State of Alaska, hereby nominate and sponsor _____, whose residence is _____ for the office of _____, to be voted for at the election to be held on the _____ day of _____. We individually certify that we are qualified to vote for a candidate for the office this candidate seeks, and that we have not signed other nominating petitions for this (district) (office) exceeding in number the vacancies in this (district) (office) to be filled in this election."

(2) Qualified voters signing the petition shall provide their printed name, signature, residence address, one identifier - which can be either the last four digits of the voter's registration identification number, the last four digits of the voter's driver's license or state identification number, the last four digits of the social security number, or the year of birth - and the date of signing the petition.

(3) Nominating petitions shall have a minimum of 25 signatures of registered voters from within the City and Borough.

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(4) The nominating petition shall contain a signed declaration of candidacy by the candidate of the candidate's qualification for the office, acceptance of nomination, and agreement to serve if elected.

(5) Upon receipt of the nominating petition, the election official shall indicate on the petition the date and hour of filing, the name and address of the person filing the petition, and place the signature of the person receiving the petition on the document.

~~(c) Nominating petitions must be completed and filed with the election official, accompanied by any required state financial disclosure forms, not earlier than 60 days, nor later than 4:30 p.m. on the 50th day, before the election. The election official shall record on the petition the name and address of the person by whom each nominating petition is filed. All petitions in proper form with sufficient signatures, and all deficient petitions which are not withdrawn by the persons filing them, shall be preserved by the election official and destroyed with the ballots cast in the election in which the candidate ran.~~ Nominating petitions must be completed and filed with the election official, accompanied by any required state financial disclosure forms, not earlier than 81 days, nor later than 4:30 pm of the 71st day, before the election.

(d) Within four days after the filing of a nominating petition packet, the City and Borough of Juneau Election Official shall notify the candidate named in the petition and the person who filed the petition packet whether or not it is in proper form and signed by 25 qualified voters. If not, the City and Borough of Juneau Election Official immediately shall return it, with a statement certifying wherein the petition packet is deficient, to the person who filed it. A

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2 petition packet correcting the deficiencies for the same candidate may be filed ~~within the time~~
3 ~~for filing petitions~~ no later than 4:30 pm of the 71st day, before the election.

4 (e) ~~Any candidate nominated may withdraw his or her nomination not later than 4:30 p.m. of~~
5 ~~the 46th day before the election.~~ Any candidate nominated may withdraw their nomination not
6 later than 4:30p.m. of the 67th day before the election.

7
8 (f) A write-in candidate shall, ~~not later than 4:30 p.m. of the fifth day before the election,~~ not
9 earlier than 67 days, nor later than 4:30 p.m. of the seventh day before the election, file with
10 the election official a letter of intent or declaration of candidacy form stating:

- 11 (1) The full name of the candidate;
- 12 (2) The full residence address of the candidate and the date on which residency at that
- 13 address began;
- 14 (3) The full mailing address of the candidate;
- 15 (4) The office that the candidate seeks;
- 16 (5) The date of the election at which the candidate seeks election;
- 17 (6) The length of residency in the City and Borough;
- 18 (7) The name of the candidate as the candidate wishes it to be written on the ballot by the
- 19 voter;
- 20 (8) That the candidate will meet the specific age requirements of the office for which the
- 21 person is a candidate by the time that the candidate, if elected, is sworn into office;
- 22 (9) That the candidate is a qualified voter as required by law; and
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2 (10) That the candidate is not a candidate for any other office to be voted on at the
3 election and that the candidate is not a candidate for this office under any other
4 nominating petition or declaration of candidacy.

5 (g) The letter of intent or declaration of candidacy form submitted by a write-in candidate
6 must be accompanied by any required state financial disclosure forms.

7
8 **29.07.055 Official candidate statement.**

9 (a) The election official shall publish online an official candidate statement submitted by the
10 candidate. The information will be obtained from candidate responses to a questionnaire
11 prepared by the election official. Online publication on the municipal website of candidate
12 statements will take place ~~35~~ 30 days prior to the election and will not include write-in
13 candidates.

14 (b) A candidate for elected office under section 29.07.050 may provide the election official with
15 biographical information of not more than 150 words, a recent photo of the candidate, and a
16 candidate's advocacy statement of not more than 250 words, for publication on the municipal
17 website. All information must be received by the election official no later than ~~36~~ 50 days prior
18 to the election. A candidate may not make a change to the candidate's biographical information
19 or advocacy statement after the deadline. ~~A candidate's advocacy statement must be submitted~~
20 ~~typewritten or transmitted electronically.~~ An article such as "a", "and" and "the" will be counted
21 as one word. Any words included in the biographical information or candidate's advocacy
22 statement beyond the allowed word counts will not be published.

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24 (c) A candidate may submit any of the candidate's following biographical information:
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- (1) Name as it appears on the ballot;
- (2) Residence address;
- (3) Mailing address;
- (4) Office sought;
- (5) Electronic mail address;
- (6) Website address;
- (7) Age at the date of the election;
- (8) Place of birth;
- (9) Occupation;
- (10) Spouse or domestic partner's name;
- (11) Children's names;
- (12) Length of Juneau residency;
- (13) Communities lived in and dates of residence;
- (14) Education, such as high school, technical and vocational school, college, university or postgraduate, including dates attended and degree or certificates earned;
- (15) Military service, listing the branch, length of service, rank and awards earned;
- (16) Political and government ~~positions~~ work;
- (17) Business and professional ~~positions~~ work;
- (18) Service organization memberships;
- (19) Special interests; and
- (20) Any other information the candidate considers appropriate.

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2 (d) For purposes of a candidate's advocacy statement, a candidate may include comments
3 about the candidate in the following areas:

- 4 (1) The candidate's skills; and
- 5 (2) The candidate's position on municipal issues.

6 (e) The election official may reject any portion of an official candidate statement containing
7 obscene, libelous, profane, slanderous or defamatory material.

8
9 **29.07.060 Ballots; form.**

10 (a) The names of all offices and candidates to be voted upon shall be printed on the ballot. The
11 title of each office to be filled shall be followed by the printed names of the candidates for such
12 office, below which shall be blank lines equal in number to the candidates to be elected to such
13 office, upon which the voter may write the names of persons not listed on the ballot. The words
14 "Vote for not more than _____" with the appropriate number replacing the blank shall be
15 placed before the list of candidates for each office. The names of candidates shall be printed as
16 they appear upon the petitions filed with the City and Borough of Juneau Election Official
17 except that any honorary or assumed title or prefix shall be omitted.

18 (b) Ballot placement of candidates shall be determined according to the following procedures:

- 19 (1) The order for placement on the ballot will be established by random drawings of the
20 letters of the alphabet by the election official. A drawing will be held for each race. The
21 results of each drawing will be recorded and preserved by the election official.
- 22 (2) The names of candidates in each race will be placed on the ballot based on the
23 alphabetical order drawn for that district.

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2 (3) If two or more candidates have family last names starting with the same letter, they
3 will be placed relative to each other on the ballot according to the second letter of the
4 family last names, if the second letters are the same, then according to the third letter,
5 and so on. If two or more candidates have the same family last name they shall be
6 placed relative to each other on the ballot according to their first given names, and if
7 those start with the same letter, then as specified for family last names, and if those
8 are the same, according to subsequent given middle names. For the purposes of this
9 section, the name of the candidate used to determine ballot placement shall be the
10 candidate's name as found on the voter registration rolls.

11
12 (c) Following the names of the offices and candidates, there shall be placed on the ballot all
13 propositions and questions to be voted upon. The words "Yes" and "No" or "For" and "Against,"
14 as appropriate, shall be placed below the statement of each proposition and question. The form
15 of statement and title of the proposition or question shall be as determined by the election
16 official except as may be otherwise required by the assembly or applicable law. When directed
17 by the assembly, there shall be placed on the ballot as part of a proposition or question a brief,
18 neutral, and succinct explanation of the proposition or question. Such explanations must be
19 approved as to content by the assembly or the attorney.

20
21 (d) The ballot shall be printed on plain white paper through which printing and writing
22 cannot be read. The ballots shall be numbered in series, a number being placed on one corner of
23 each ballot within an area set off by perforations which may conveniently be removed from the
24 remainder of the ballot.

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(e) On the ballot, placed so as to be clearly visible, shall appear the words "Official Ballot" in large print and the date of the election.

(f) The layout and form of ballots may be modified by the election official to accommodate the voting system used for the election, including, but not limited to, electronic ballots, provided a paper version of the ballot can be printed and used for tabulation and ballot accountability.

29.07.070 Ballots; preparation and distribution.

The election official may contract for the preparation and printing of the ballots without obtaining competitive bids and shall require possession of the printed ballots at least 15 days before the election. Sufficient ballots shall be delivered before the opening of the ~~polls~~ vote center or polling places. The election official shall keep a record of the numbers of the ballots delivered to each election ~~board~~ team, the signature of the person to whom each group of ballots is delivered, and the date of each delivery. ~~The ballots shall be delivered in separate sealed packages, with the number of ballots enclosed in each package clearly marked on the outside of it. A receipt for each package shall be taken from the election board to which it is delivered, and preserved by the election official. No ballots shall be taken from the polling place before the closing of the polls.~~ Ballots shall be secured by election workers according to chain of custody protocols established in the election procedures. The election official shall keep a record of the numbers of the ballots delivered to each election ~~board~~ team, the signature of the person to whom each group of ballots is delivered, and the date of each delivery.

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29.07.080 Election materials; preparation and distribution.

(a) The election official shall equip each vote center or precinct polling places ~~or vote centers~~ with sufficient materials and supplies needed for the election, including those required by this section, before the opening of the polls.

(b) The election official shall publish instructions explaining to voters how ballots are issued, how to correctly mark a ballot, how to obtain information from election workers, and how to obtain new ballots to replace those destroyed or spoiled. These instructions shall be ~~printed on cards in large, clear type and prominently displayed~~ prominently displayed. The election official shall have sample ballots, identical in form to the ballots to be used in the election, printed in a manner that is clearly distinguishable from the official ballot and may include as a part of a proposition or question a brief, neutral, and succinct explanation of the proposition or question, approved as to content by the assembly or attorney. The election official shall provide booths at each vote center or precinct polling place ~~or vote center~~, with appropriate supplies and conveniences to enable each voter to mark the voter's ballot screened from observation. Ballot boxes shall be placed outside the voting booths within plain view of the election workers, clerks, voters, and other persons at the polling places.

(c) Ballot drop boxes will be located in locations identified by the election official where voters may deposit voted by mail ballots up to the close of polls on election day. The drop slot opening of each ballot drop box shall be available to accept ballots 24 hours a day beginning no later than 10:00 a.m. on the 15th day before election day and closed at 8:00 p.m. ~~the a~~ time designated for the close of the polls on election day.

29.07.090 Absentee voting; eligible persons; permanent absentee voters.

(a) At any election, a qualified voter may vote an absentee ballot for any reason.

(b) The election official may designate a person as a permanent absentee voter if the person is a qualified voter, and if the voter is registered with the State of Alaska Division of Elections as a permanent absentee voter within the City and Borough.

(c) In the event that an election is held as a poll-based election, A person designated as a permanent absentee voter under subsection (b) of this section will be sent an application for an absentee, by mail ballot, at the permanent mailing address stated on the voter's current registration record on the following schedule:

~~(1) In January each year;~~

~~(2)~~(1) At least 45 days before a special election;

~~(3)~~(2) At a time specified by the election official before any election, to voters defined in subsection (a) of this section who registered to vote after the last mailing of absentee by mail ballot applications.

(d) For a poll-based election, The voter may submit the application and vote by mail.

However, nothing in this section limits the voter's eligibility to vote in person at a precinct polling place, or vote center, in person before an election official, or absentee through a personal representative.

29.07.100 Absentee vVoting procedure.

~~(a) The election official shall provide ballots for use as absentee ballots at least 15 days prior to the election. The election official shall issue rules and instructions to absentee voters to aid~~

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2 ~~them in casting their ballots. The election official shall prescribe the form of and prepare the~~
3 ~~voter's certificate, envelopes, and other materials used in absentee voting. The election official~~
4 ~~shall enclose a privacy envelope and a return envelope to each absentee voter. The return~~
5 ~~envelope shall have printed upon it a certification by which the voter shall place the voter's~~
6 ~~signature declaring that the voter is a qualified voter, that the voter has not voted in any other~~
7 ~~manner in this election, and a space for the voter to include at least one personal identifier. The~~
8 ~~return envelope shall include a place for recording the date the envelope was sealed and be~~
9 ~~manufactured in such a way that the voter's signature and personal identifiers are concealed~~
10 ~~once the voter has signed and sealed the envelope.~~

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12 ~~(b) The application for an absentee ballot shall show the applicant's place of residence, clearly~~
13 ~~indicate the applicant's right to an absentee ballot, and be signed by the applicant.~~

14 ~~(1) Absentee application for voting by mail. Beginning on January 1 of each election year, a~~
15 ~~qualified voter may in person, by mail, by facsimile machine, or by electronic~~
16 ~~transmission, file a written application for an absentee ballot by mail with the election~~
17 ~~official. A complete application for a by mail ballot must be received in the office of the~~
18 ~~election official not less than seven days before the election for which the absentee~~
19 ~~ballot is sought in order for the absentee ballot to be counted. If a voter fails to provide~~
20 ~~a specific ballot mailing address on an absentee by mail ballot application, the ballot~~
21 ~~will be mailed to the mailing address on the voter's record, or, if no address is provided,~~
22 ~~to the fax, e-mail, or other electronic transmission acceptable to the election official.~~

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~~(2) Absentee application for voting by fax or electronic transmission. A qualified voter who has submitted an application for an absentee ballot may vote by fax or electronic transmission beginning the day the ballots are available from the election official and through the close of the polls on election day. The voter must submit a written and complete application for a fax or electronic transmission ballot to the election official's office no later than 5:00 p.m. the day before election day in order for the absentee ballot to be counted. An absentee ballot that is completed and returned by the voter by fax or electronic transmission must contain the following statement: "I understand that by using fax or electronic transmission to return my marked ballot, I am voluntarily waiving a portion of my right to a secret ballot to the extent necessary to process my ballot, but expect that my vote will be held as confidential as possible."~~

~~(3) Absentee voting in person. A qualified voter may vote absentee in person on or after the day the ballots are available from the election official up to and including the election day, in a location and at places and times determined by the election official.~~

~~(4) Early voting. A qualified voter may vote early, as soon as the ballots are available from the election official up to and including election day, in a location and at places and times determined by the election official.~~

~~(5) Absentee voting by personal representative. A qualified voter who is unable to go to the polling place or vote center on election day due to age, illness or disability, may appoint a personal representative to obtain a ballot for the voter on or after the 15th day before an election, up to and including election day.~~

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 2 (a) When the election official conducts an election by mail, the election official shall mail a
 3 ballot to each person whose name appears on the voter registration list prepared under AS
 4 15.07.125 for that election. The ballot shall be sent to the address stated on the official
 5 registration list unless the voter has notified the election official in writing of a different
 6 address to which the ballot should be sent. The election official is not required to mail a ballot to
 7 any voter who does not have a valid residence address, or is in the condition of purge notice
 8 (PN), undeliverable (UN), or list maintenance undeliverable (LU), as described in AS 15.07.130.
 9 Any qualified voter not mailed a ballot will not later be refused a ballot when requested, but
 10 may be required to vote a questioned ballot. The election official shall send ballots by first class,
 11 non-forwardable mail, on or before the 19th day before the election.

13 (b) The election official shall enclose a privacy envelope and a return envelope to each voter
 14 eligible under subsection (c) above. The return envelope shall have printed upon it a
 15 certification by which the voter shall declare the voter's qualifications to vote, that the voter has
 16 not voted in any other manner in this election, and a space for the voter to include at least one
 17 personal identifier. Specific instructions for voting a by-mail ballot and a list of the vote
 18 center(s) and hours shall be included with the ballot.

19 (c) In a by-mail election, regardless of whether or not a voter has received a ballot by mail, a
 20 voter may cast a ballot:

- 21 (1) By mail as provided in the instructions from the election official;
- 22 (2) In person at the election official's office or at a vote center; or

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2 (3) Under the following, absentee voting procedures, which would also be the same
3 methods followed if the election was being held as a poll-based election:

4 (A) At any election, a qualified voter may vote a ballot from a temporary address for
5 any reason.

6 (B) The election official may designate a person as a permanent absentee voter if the
7 person is a qualified voter, and if the voter is registered with the State of Alaska
8 Division of Elections as a permanent absentee voter within the City and Borough.

9 (C) A person designated as a permanent absentee voter under subsection (b) of this
10 section will be sent a ballot by mail at the permanent mailing address stated on
11 the voter's current registration record unless the voter submits an application for a
12 ballot to be mailed to a temporary address or submits an application for an
13 electronic transmission ballot.

14 (D) A qualified voter may submit the application and vote from a temporary address.
15 However, nothing in this section limits the voter's eligibility to vote in person at a
16 polling place or vote center, in person before an election official, or absentee
17 through a personal representative.

18 (E) The election official shall provide ballots for use as absentee ballots at least 15
19 days prior to the election. The election official shall issue rules and instructions to
20 absentee voters to aid them in casting their ballots. The election official shall
21 prescribe the form of and prepare the voter's certificate, envelopes, and other
22 materials used in absentee voting. The election official shall enclose a privacy
23 materials used in absentee voting. The election official shall enclose a privacy
24 materials used in absentee voting. The election official shall enclose a privacy
25 materials used in absentee voting. The election official shall enclose a privacy

envelope and a return envelope to each absentee voter. The return envelope shall have printed upon it a certification by which the voter shall place the voter's signature declaring that the voter is a qualified voter, that the voter has not voted in any other manner in this election, and a space for the voter to include at least one personal identifier.

(F) The application for an absentee ballot shall show the qualified voter's place of residence, clearly indicate the qualified voter's right to an absentee ballot, and be signed by the qualified voter.

(i) Absentee application for voting from a temporary address. Beginning on January 1 of each election year, a qualified voter may in person, by mail, by facsimile machine, or by electronic transmission, file a written application for an absentee ballot at a temporary address with the election official. A complete application for a ballot to be mailed to a temporary address must be received in the office of the election official not less than seven days before election day.

(ii) Absentee application for voting by fax or electronic transmission. A qualified voter who has submitted an application to receive an absentee ballot by fax or electronic transmission will be issued an electronic ballot package beginning the day the ballots are available from the election official and through the close of the polls on election day. The voter must submit a written and complete application for a fax or electronic transmission ballot to the election official's office no later than 5:00 p.m. the day before election day in order for the

absentee ballot to be counted. An absentee ballot that is completed and returned by the voter by fax or electronic transmission must contain the following statement: "I understand that by using fax or electronic transmission to return my marked ballot, I am voluntarily waiving a portion of my right to a secret ballot to the extent necessary to process my ballot, but expect that my vote will be held as confidential as possible."

(iii) Absentee voting by personal representative. A qualified voter who is unable to go to the polling place or vote center on election day due to age, illness or disability, may appoint a personal representative to obtain a ballot for the voter on or after the 15th day before an election, up to and including election day.

29.07.110 Absentee election officials. Reserved.

~~The election official may designate one or more registered voters as absentee election officials. After taking an oath in the form required of election workers, an absentee election official may perform all the duties of the election official with respect to the issuance, witnessing and receipt of absentee ballots at such places and times as the election official may designate.~~

29.07.120 Voting procedure. Vote center, ballot drop boxes, and polling place, procedures.

(a) Before processing any ballots, the election ~~board~~ team must, in the presence of any persons assembled at the vote center or polling place ~~or vote center~~, open and exhibit the ballot box to be used at that location on that day. Thereafter the box shall be sealed with the security seal

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 2 provided and not be opened again until the polls finally close at the end of each day and the vote
 3 center or polling place or vote center is open. At the end of each day, ballot envelopes containing
 4 voted ballots will be counted and sealed with the security seals that will be recorded on the
 5 daily transmission log and prepared for transport to election central or the ballot processing
 6 center as required by written directive of the election official for transportation from the ~~polling~~
 7 ~~place~~ vote centers, post office box, ballot drop boxes, or polling places.

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 9 (b) A voter shall give the election worker the voter's name and place the voter's signature by
 10 the voter's name in the registration book unless the qualifications of the voter are questioned.

11 (c) Every election worker shall question, and every watcher and any other person qualified to
 12 vote in the precinct or vote center, may question a person attempting to vote if the questioner
 13 has good reason to suspect that the questioned person is not qualified to vote. All questions
 14 regarding a person's qualifications to vote shall be made in writing setting out the reason the
 15 person has been questioned. A questioned person, before voting, shall subscribe to a declaration
 16 in a form provided by the election official attesting to the fact that, in each particular, the
 17 person meets all the qualifications of a voter, that the person is not disqualified, that the person
 18 has not voted at the same election, and certifying that the person understands that a false
 19 statement on the declaration may subject the person to prosecution for a misdemeanor under
 20 this title, under state law, or both. The election official shall provide a registration book for
 21 questioned voters to sign. If the questioned person refuses to execute the declaration, the person
 22 may not vote.
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(d) A voter who casts a questioned ballot shall vote the ballot in the same manner as prescribed for other voters. The voter shall insert the ballot into a secrecy sleeve and then put the secrecy sleeve into an envelope on which the statement the voter previously signed is located. The envelope shall be sealed and deposited in the ballot box. When the ballot box is opened, the envelopes shall be segregated, counted, compared to the voting list, and delivered to the official or body supervising the election. The merits of the question shall be determined by this official or body in accordance with election policies.

(e) If the voter is not questioned, the voter shall be given one ballot and shall ~~retire to a voting booth~~ proceed to the voting booth or to the electronic ballot marking device to mark their ballot. There the voter, without undue delay, shall mark the ballot. A voter may write in the name of a candidate or candidates of the voter's choice; provided, however, that a voter who writes in a candidate's name must also mark the ballot in the area provided for that purpose opposite the name of such candidate in order for the voter's indication to be counted as a vote for such candidate. Upon the voter's determination that the voter has satisfactorily marked the ballot, the voter shall place the ballot within the secrecy sleeve and voter certification envelope provided and deposit the ballot in the ballot box.

(f) A voter who by accident or mistake mutilates or spoils the voter's ballot shall, upon returning the same to the election workers, be given another ballot, to a maximum of three ballots. The worker shall record the number of ballots spoiled, void the spoiled ballot, and without examining it, place it in the spoiled ballot envelope for final ballot accountability. ~~The voter or election worker shall immediately destroy the spoiled ballot without examining it.~~

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2 (g) The voter may choose to use an electronic alternative ballot marking device as provided at
3 a vote center or polling place in accordance with instructions provided by the election officials.

4 Alternatively, a voter who cannot read, mark the ballot, or sign the voter's name, may be
5 assisted in doing so by an election worker, or not more than two willing persons of the voter's
6 choice if the voter requests such assistance. If any person other than an election worker assists
7 the voter in reading or marking the ballot, such person shall state upon oath before the election
8 worker that such person will not reveal the vote cast by the assisted voter.

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10 (h) On election day, Fifteen minutes before the closing of the polls, and all other locations
11 where ballots may be cast, an election worker shall proclaim to any persons present the time
12 remaining before the polls close. When the polls are closed, that fact shall be similarly
13 proclaimed, and thereafter no ballots shall be received except those of qualified voters already
14 present at the vote centers, ballot drop boxes, election official's office, or the precinct polling
15 location, in a poll-based election, polls and waiting to vote when the polls are closed. Ballots
16 must be provided to an election official, received by the vote center, placed in a ballot drop box,
17 or received at a polling place, in a poll-based election, by 8:00 p.m. on election day, or be
18 postmarked by the post office on or before election day. Any ballots cast by a voter present in
19 line awaiting the opportunity to vote at a vote center, or to drop a ballot into a secure ballot
20 drop box, or present in line awaiting the opportunity to vote at a polling place, for a poll-based
21 election, at 8:00 p.m. on election day, will be considered as having voted in a timely manner.
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2 **29.07.130 Unused ballots.**

3 All ballots issued to vote centers or polling places not voted shall be sealed ~~destroyed~~ by the
4 election workers after recording the numbers of the unvoted ballots. Election workers shall
5 return the sealed unused ballots and stubs of ballots in an envelope provided by the election
6 official, to the election official, who shall give a receipt therefor, and keep a record of the
7 numbers of the returned stubs indicating when and by which worker each was returned.
8

9 ~~**29.07.140 Spoiled ballots. Reserved.**~~

10 ~~If a voter marks more names than there are persons to be elected to an office, that race shall~~
11 ~~not be counted. A failure to properly mark a ballot as to one or more candidates or issues shall~~
12 ~~not invalidate the entire ballot.~~

13 ~~**29.07.150 General procedures for ballot count.**~~ **Ballot envelope review and signature**
14 **verification.**

15 (a) The election official may issue, amend, and rescind election policies prescribing the
16 manner in which the ~~precinct or~~ vote center or precinct review and ballot count is accomplished
17 so as to ensure accuracy in the count and to expedite the process.
18

19 (b) The election ~~board~~ team shall account for all ballots by completing a ballot statement
20 containing:

- 21 (1) The number of official ballots received;
- 22 (2) The number of official ballots voted;
- 23 (3) The number of official ballots spoiled;
- 24 (4) The number of official ballots unused;

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(5) The ~~board~~ team shall count the number of questioned ballots and shall compare that number to the number of questioned voters in the register. Discrepancies shall be noted and the numbers shall be included in the ballot statement; and

(6) The election ~~board~~ team shall separately record the number of ballots, including personal representative and other by mail ballots, which were received at that polling place or vote center but not issued by that polling place or vote center.

~~(e) Ballot envelopes and ballots may be reviewed and prepared for counting at the ballot processing center to determine eligibility for counting but will not be counted before 8:00 p.m. on the day of the election.~~

~~(d) Write in votes shall not be counted unless the candidate has filed a letter of intent as required by subsection 29.07.050(f). If the total number of ballots containing write in votes in the general election are at least the second highest in number in a race with two or more candidates, the write in votes will be counted individually, which may be done using an electronic adjudication process when available. In races where a candidate is unopposed, write ins will be counted individually if they are within 100 votes or less. Write in votes will be counted after the date of the election, but before the certification of the election in which the write ins occurred. Write in vote totals that do not fall within either of these two categories will not be individually counted.~~

~~(e)(c)~~ Ballot review procedure. The ballot review team shall examine each ballot envelope and shall determine whether the voter is a qualified voter as required under CBJ Charter Section 6.3 and whether the ballot has been properly cast under election policies established for the

review, tabulation, and counting of by-mail ballots. The ballot review team may begin reviewing and processing by-mail ballots prior to election day as part of the election review process to prepare them for counting. The counting or tabulation of ballots that would generate any election results will not begin until after 8:00 p.m. on election day. The following standards shall guide the election policies:

(1) A ~~by-mail~~ ballot shall not be counted if:

- (A) The voter failed to properly execute the certification on the envelope with a valid signature and personal identifier or the voter's signature and personal identifier cannot be validated in accordance with the process set out in subsection (3) below; or
- or
- (B) Reserved.
- (C) The ballot return envelope, if mailed, is received after election day, has no postmark, and ~~USPS~~ United States Postal Service (USPS) cannot verify the ballot return envelope was mailed on or before election day; or
- (D) The ballot return envelope is not received before the beginning of the canvass review board review process; or
- (E) The voter has already voted in the election.

(2) A ~~by-mail~~ ballot shall be counted if:

- (A) The voter properly executed the certification on the envelope with a valid signature and personal identifier as verified in accordance with the process set out in subsection (3) below; and

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(B) Reserved.

(C) The ballot return envelope was received via mail at a voter center, polling place, in a poll-based election, or deposited in a ballot drop box no later than 8:00 p.m. on election day; or

(D) The ballot return envelope, if mailed, was postmarked or the ~~USPS~~ United States Postal Service (USPS) can verify that the ballot return envelope was mailed on or before election day; and

(E) The ballot return envelope was received before the beginning of the canvass review board review process.

(3) Signature verification process:

(A) The voter's signature and personal identifier on the ballot certification must be compared with the signature(s) and personal identifiers in the voter's voter registration file(s) using the standards established in the election policies developed under CBJ 29.07.~~3250~~.

(B) The election official may designate, in writing, election workers to perform this function. All personnel assigned to the duty of signature verification shall subscribe to an oath administered by the election official regarding the discharge of their duties. Personnel shall be trained in the signature verification process prior to actually comparing any signatures.

(C) In this section, Signature verification process, if all other factors match for voter's eligibility, the election official and/or canvass review board may approve the

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2 counting of a ballot if it meets the following “fuzzy match” criteria for the personal
3 identifier:

4 (i) “Date of Birth” fuzzy match includes ONE of the following:

5 (a) Two dates with the maximum of 1 digit in difference “03/27/1945” and
6 “03/27/1946” or

7 (b) Transposition of month and day portion of the Date of Birth:
8 “05/11/1935” and “11/05/1935.”

9
10 (ii) A “Social Security Number” or Alaska Driver’s license or State ID fuzzy match
11 include ONE of the following:

12 (a) Two numbers with a maximum of 2 digits in difference, any number
13 position or

14 (b) Two consecutive numbers are transposed.

15 ~~(C)~~(D) Missing or invalid signature or personal identifier. If a voter's signature or personal
16 identifier is missing or determined to be invalid, the election official shall, within three
17 days of initial processing of the envelope, send a letter to the voter explaining the lack
18 of a valid signature and/or personal identifier.

19 (i) The letter shall be sent to the address to which the ballot was mailed.

20 (ii) The voter may:

21 (a) Fill out the form included with the letter and return the form to the
22 address specified on the form; or
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(b) Come to the location identified in the letter and present valid identification to an election official and sign a form provided by the election official authenticating the envelope.

(iii) If the authentication is still determined to be invalid, the voter shall be notified in writing that their ballot is rejected.

(E) Ballot cure policies and procedures will be established pursuant to the election policies developed under CBJ 29.07.250

(4) The ballot review ~~board~~ team may begin reviewing and processing by-mail ballots prior to election day as part of the election review process to prepare them for counting. The tabulation of ballots will not begin until after 8:00 p.m. on election day.

(f) Multiple and replacement ballots. ~~In accordance with CBJ 29.07.120(f) and the election policies developed under CBJ 29.07.350, i~~ If the voter is issued a replacement ballot, the first valid ballot received and reviewed at the ballot processing center is counted. Subsequently received ballots from the same voter are not counted. Subsequent ballot envelopes received from a voter who has already voted shall be marked "rejected," segregated from approved ballot envelopes, remain unopened, and forwarded to the canvass review board for final adjudication. The voter shall be notified by letter mailed to their mailing address and, if applicable, temporary mailing address.

29.07.160 General procedures for ballot count.

(a) Adjudication of votes shall use the following rules:

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(1) A vote shall be counted if the oval preceding the name of the candidate or answer to a proposition question is wholly or partially filled-in.

(2) A failure to properly mark a ballot as to one or more candidates or proposition questions does not itself invalidate the entire ballot.

(3) If a voter marks fewer names than there are persons to be elected to the office, a vote shall be counted for each candidate properly marked.

(4) If a voter marks more names than there are persons to be elected to the office, the votes for candidates to that office shall not be counted. Marks for both a write-in and a candidate named on the ballot shall not be counted, unless the write-in name is the same as the candidate printed on the ballot marked by the voter.

(5) Candidates and answers to proposition questions marked with a strikethrough across the oval and name or answer shall be treated as indicating the voter's intent to not vote for the candidate or answer so stricken:

Race

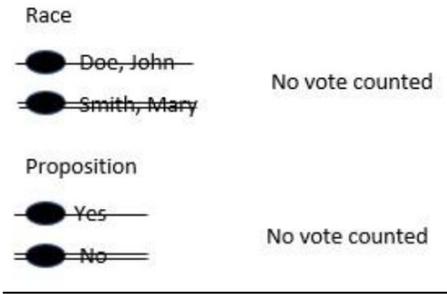
| | |
|---|----------------------------|
| <input checked="" type="radio"/> Dec, John | |
| <input checked="" type="radio"/> Smith, Mary | Valid vote for Mary Smith. |

Proposition 1

| | |
|--|-----------------------------|
| <input checked="" type="radio"/> Yes | |
| <input checked="" type="radio"/> No | Valid vote "yes" on Prop 1. |

(6) To invalidate a vote without making an alternate choice, the voter must vote and strike through more than one oval and name or answer.

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(7) All other over votes shall not be counted as a vote for any candidate or for an answer to a proposition question, regardless of markings or handwritten notes.

(8) The mark specified in 1 of this subsection shall be counted only if it is substantially inside the oval provided, or touching the oval so as to indicate clearly that the voter intended the particular oval to be designated.

(9) Improper marks on the ballots shall not be counted and shall not invalidate marks for candidates or propositions properly made.

(10) Write-in votes shall not be counted unless the candidate has filed a letter of intent as required by subsection 29.07.050(f). If the total number of ballots containing write-in votes in the general election are at least the second highest in number in a race with two or more candidates, the write-in votes will be counted individually, which may be done using an electronic adjudication process when available. In races where a candidate is unopposed, write-ins will be counted individually if they are within 100 votes or less. Write-in votes will be counted after the date of the election, but before the certification of the election in which the write-ins occurred. Write-in vote totals that do not fall within either of these two categories will not be individually counted.

(11) In order to vote for a write-in candidate, the voter should:

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(A) Write in the candidate's first and last name in the space provided;

(B) Mark the oval preceding the candidate's name in accordance with subsection (a) (1) of this section; and

(C) Not mark ovals for additional candidates for the same office in excess of the number of offices available, except as otherwise provided in this code.

(12) A sticker bearing a candidate's name may not be used on the ballot and the vote shall not be counted for that office.

(b) The rules set out in this section are mandatory and there shall be no exceptions to them. A ballot or vote shall not be counted unless marked in compliance with these rules, except that when it can be clearly and convincingly determined how the voter intended to vote it shall be counted accordingly. The rejection of a ballot or vote for counting under these rules is a final determination and only reviewed in an election recount or election contest.

(c) A registered observer may challenge the adjudication of a vote under this section by:

(1) Requesting a brief pause in adjudication to note the ballot number; and

(2) Submitting a form to the municipal clerk that sets forth with specificity the rule that has been improperly applied by election officials.

29.07.16070 Delivery of ballots and other election material.

Upon completion of the counting of ballots at the ballot processing center, the election workers shall secure the counted ballots as directed by the election official in the election policies. The election official shall preserve them for 90 days unless the election is contested. Ballots and all

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2 numbered stubs, registers, tally sheets, and other records of the election shall be similarly
3 returned to the election official as directed in election policies.

4 ~~29.07.170 Destruction of ballots and election materials.~~

5 ~~Upon the expiration of the later of 90 days from the date of the election or 90 days from the~~
6 ~~determination of a contest of the election, the City and Borough Election Official may destroy~~
7 ~~the ballots, stubs and other election records.~~

8 **29.07.180 Reserved.**

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10 ~~29.07.190 Absentee ballots time~~ **Ballot eligibility.**

11 To be counted in the election, ~~absentee~~ ballots must be received by the election official
12 before closing of the polls on the day of the election, if voted in the office of the election official
13 or other place designated by the election official, or post-marked not later than the day of the
14 election and received by the election official before the review of election returns under section
15 29.07.290. The election official shall mark return envelopes received after such time as
16 "Invalid," and the time and date of receipt by the election official shall be noted thereon. Such
17 envelopes shall be retained with other election records and destroyed with them, as provided by
18 this chapter for destruction of ballots. ~~Absentee b~~Ballots received before the closing of the polls
19 may be reviewed at any time for voter qualification and may be counted by one or more
20 counting teams appointed by the election official, commencing at the time the polls close on
21 election day.
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2 **29.07.200 Voting systems.**

3 The election official may provide for one or more voting systems at one or more voting places for
4 one or more questions or offices on the ballot.

5 **29.07.210 Boards and Teams.**

6 The election official shall appoint workers to serve as an election ~~board~~ team in accordance with
7 section 29.07.020, a voting system control board, ~~an absentee and questioned a~~ ballot review
8 ~~board~~ team, and a canvass review board. The election official shall appoint ~~a chair of each~~
9 election workers to serve on each board and team and administer the oath prescribed for
10 election workers to chairs and the members of each of the boards and teams.

11
12 **29.07.220 Procurement of voting technology.**

13 The election official may negotiate and contract with one or more government or private sources
14 for the hardware, software, ~~and supplies,~~ and contractual services required by the voting
15 system used in the election.

16 **29.07.230 Tests and security.**

17 The voting system must be tested in the presence of and to the satisfaction of the voting system
18 control board, according to election policies.

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20 **29.07.240 Voting system; demonstration.**

21 Voters shall be informed at the polling place or vote center that they may request a
22 demonstration of the proper way to mark a ballot with either a paper ballot or an electronic
23 ballot marking device.

29.07.250 Processing ballots at the polling place Election policies established.

The election official shall establish election policies in writing at least twenty days before an election so as to expedite the process and to guarantee the integrity of the election. ~~for processing and counting ballots at the polling place or vote center, the ballot processing center, or election central so as to expedite the process and to guarantee the integrity of the election.~~

29.07.260 Delivery of ballots to election central ballot processing center.

Ballots shall be delivered from the ~~precinct polling place to election central~~ to the ballot processing center from the post office, vote centers, ballot drop boxes, and polling places, in a poll-based election, by a delivery team consisting of at least two ~~members of the precinct election board election workers.~~ The receiving board shall issue a receipt for ballots received, such receipt to be signed by the delivery team and the receiving board. The delivery team and election official shall each sign a chain of custody receipt for ballots and election materials.

29.07.270 Manual counting.

The election official may appoint one or more counting teams to count qualified write-in votes and ballots, which the voting system cannot process. Manual counting shall be done in accordance with election policies.

29.07.280 Review of election returns.

(a) ~~Beginning on the first Friday after each election, ballots not previously counted and questioned ballots, which the ballot review board and election official determines should be counted, shall be counted. For by mail elections, the election official will continue to process ballots until the review of the election returns by the canvass review board. The election official~~

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2 ~~and such assistants as may be appointed by the election official shall count such ballots in~~
3 ~~accordance with the voting systems determined for use in an election. The ballot review team~~
4 ~~may begin reviewing and processing by-mail ballots prior to election day as part of the election~~
5 ~~review process to prepare them for counting. The tabulation of ballots will not begin until after~~
6 ~~8:00 p.m. on election day. Unofficial results will published online and updated periodically~~
7 ~~during the ballot review process according to a schedule established by the election official. The~~
8 ~~election official will continue to process ballots until the review of the election returns by the~~
9 ~~canvass review board. The election official and such assistants as may be appointed by the~~
10 ~~election official shall count such ballots in accordance with the voting systems determined for~~
11 ~~use in an election.~~

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13 (b) By the second Tuesday after each election, unless the second Tuesday falls on a holiday, in
14 which case by the second Wednesday after each election, the election official shall conduct the
15 review of all election returns with the canvass review board. The review may be postponed for
16 cause from day to day, but there shall be no more than three such postponements. The canvass
17 review board, in full view of those present, shall review any additional absentee or by-mail
18 ballots that were postmarked by election day and received in the mail as well as any ballots
19 challenged by the ballot review ~~board~~ team and determine whether they will be rejected or
20 counted. The canvass review board will then add those ballots eligible to be counted to the
21 preliminary results the election returns and compile the total number of votes cast for each
22 candidate and for and against each proposition and question to determine the final results to be
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2 certified by the election official. The election official will then certify the election in accordance
3 to CBJ 29.07.290.

4 (c) Reserved.

5 **29.07.290 Certification of election.**

6 (a) If the election official concludes that the election was validly held, such conclusion shall be
7 certified by the election official. The certificate also shall include the number of votes cast in the
8 election, the names of the persons voted for, the propositions and questions voted upon at the
9 election, the offices voted for, the number of votes cast for each candidate for each office, and the
10 number of votes for and against each proposition and question voted upon. The certificate and a
11 sample ballot shall be filed with the City and Borough Municipal Clerk as a public record. If the
12 election official concludes that the election was not validly held, the election official shall refer
13 the matter to the assembly for the calling of another election.

14 (b) Following certification of the election, the election official shall deliver to each person
15 elected to office, a certificate of election, signed by the election official and the City and Borough
16 Manager, and authenticated by the seal of the City and Borough.
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18 **29.07.300 Election recounts.**

19 (a) A defeated candidate or ten qualified voters may file an application, within two days after
20 the completion of the review of the election returns, with the election official for a recount of the
21 votes from any particular precinct or precincts and for any particular office, proposition, or
22 question. The date on which the election official receives an application rather than the date of
23 mailing determines whether the application is filed within the time allowed.
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2 (b) The application shall state the particular election, ~~precinct or precincts~~ office, proposition,
3 and/or question for which the recount is to be held, the particular office, proposition, or question
4 for which the recount is to be held, and that the person making the application is a candidate or
5 that the ten persons making the application are qualified voters. The candidate or persons
6 making the application may designate by full name and mailing address two persons who may
7 represent the applicant and be present during the recount. Any person may be named
8 representative, including the candidate or any person signing the application. Applications by
9 ten qualified voters shall also include the designation of one of the applicants as chair. The
10 candidate or person making application shall sign the application and shall print or type their
11 full name and mailing address.
12

13 (c) If the election official determines that the application is substantially in the required form,
14 the election official shall fix the date of the recount to be held within five days after the receipt
15 of an application. The election official shall give the candidate or designated chair signing the
16 application and the two persons appointed to represent the applicant during the recount, notice
17 of the time and place of the recount by certified mail, by facsimile, or by telephone.
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19 (d) The election official shall appoint a board of at least three qualified voters to conduct the
20 recount of the ballots voted in those precincts stated in the application for recount, and the
21 board shall recount all of the voted ballots for those precincts. The election official may appoint
22 additional qualified voters to assist in the recount. The recount shall be completed within two
23 days.
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25 (e) The election official shall certify results of the election recount.

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2 (f) All expenses of conducting a recount shall be paid by the candidate or voters requesting
3 the recount, provided that in the following circumstances the City and Borough shall pay the
4 expenses:

- 5 (1) Where the candidates or proposition received a tie vote;
- 6 (2) Where the difference between the number of votes cast for each of the candidates or for
7 and against the proposition was ten or less or was less than one-half of one percent of
8 the total number of votes cast for the candidates involved or the proposition;
- 9 (3) Where the results of the election are changed by the recount; or
- 10 (4) Where the vote is determined to be four percent or more in excess of the vote certified
11 by the election official in the election review for the candidate who requested the
12 recount or for or against the proposition as stated in the recount application.

13
14 **29.07.310 Oath of office.**

15 All officers elected before entering upon the duties of office shall take and subscribe to the
16 following oath and affirmation:

17 I _____, do solemnly swear (or affirm) that I will support the Constitution of the
18 United States and State of Alaska and the laws of the City and Borough of Juneau, and
19 the State of Alaska, and that I will faithfully, honestly and promptly perform the duties of
20 the office of _____.
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2 **29.07.320 Contest of election.**

3 (a) Any candidate or any ten qualified voters may contest the election of any person and the
4 approval or rejection of any question or proposition by filing a notice of election contest with the
5 election official before or during the review of the election returns.

6 (b) The notice of election contest shall state the following grounds of the contest in detail and
7 shall be signed under oath by the candidate or each of the voters filing it:

8 (1) Malconduct, fraud, or corruption on the part of an election official, sufficient to change
9 the result of the election;

10 (2) The person certified as elected or nominated is not qualified as required by law;

11 (3) Any corrupt practice as defined by law, sufficient to change the results of the election.

12 (c) Upon receiving a notice of contest, the election official, with the assistance of the City and
13 Borough Attorney, shall conduct an investigation, may conduct a public hearing, and shall issue
14 written findings. Those contesting the election, those whose election is contested and the public
15 shall be allowed to attend any public hearings on the contest of the election.

16 (d) If the contestant charges a candidate obtained votes, or a proposition was voted for or
17 against, by reason of an act or practice prohibited by ordinance or AS 15.56, election offenses,
18 corrupt practices, and penalties, and the charges are proven to and sustained by the election
19 official, the election official shall, to the extent of such proof, purge the illegally induced votes
20 from the returns and certify the amended returns.
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29.07.330 Judicial review.

A person may not appeal or seek judicial review of an election for any cause unless the person is a qualified voter, has exhausted all administrative remedies, and has commenced, within ten days after the election official has certified the election results, an action in the superior court. If court action is not commenced within the ten-day period, the election and election results are conclusive and valid.

29.07.340 Expenses.

The City and Borough shall pay all necessary election expenses, including those of securing places for polls or vote centers and providing ballot boxes, ballots, voting booths, screens, voting equipment, computer services, national and state flags and other supplies, and any compensation due to election workers. Compensation for the election workers shall be set by the election official.

29.07.350 Destruction of ballots and election materials.

Upon the expiration of the later of 90 days from the date of the election or 90 days from the determination of a contest of the election, the City and Borough Election Official may destroy the ballots, stubs and other election records.

29.07.350 Definitions.

~~The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Ballot means any document provided by the municipal clerk on which votes may be cast for candidates or propositions. As used in this title, the term "ballot" shall mean the official ballot, except where the context clearly indicates it means the sample ballot or both types of ballots.~~

~~Ballot drop box or drop box means a device placed or designated by the municipal clerk for the purpose of receiving voted ballot envelopes.~~

~~Clerk and municipal clerk means the clerk of the municipality or an authorized designee.~~

~~Election policies means instructions for conducting elections issued by the election official in writing at least ten days before an election.~~

~~Mark means a voter's indication of choice on a ballot in a manner appropriate to the voting system used for the election.~~

~~Personal identifiers as used in this chapter, shall include the following: voter registration identification number, the last four digits of the voter's Social Security number, the voter's date of birth, or the voter's Alaska driver's license number.~~

~~Poll based elections means those elections conducted primarily using precinct polling places or vote centers for in person voting on election day.~~

~~Vote center means any location designated by the election official for the purpose of providing voter assistance that is not solely for casting votes for a specific precinct.~~

~~Voting system means the mechanical, optical, electronic, or other physical system used for marking, counting, and processing ballots and other election materials.~~

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29.07.360 Elections by mail. Reserved.

~~(a) At the direction of the assembly by motion, the election official may conduct an election by mail.~~

~~(b) The notice of election shall state that the election is to be conducted by mail and that in-person voting will take place at vote centers but not at precinct polling places open for regular in-person voting on election day. For each election conducted by mail, the notice of election published pursuant to CBJ 29.07.010(d) shall include:~~

- ~~(1) The date and type of the election, regular or special;~~
- ~~(2) An explanation that the election will be conducted by mail and that in-person voting will take place at vote centers but not at precinct polling places open for regular in-person voting on election day;~~
- ~~(3) Qualifications of voters;~~
- ~~(4) The offices to be filled, the propositions submitted to the electors, and the full text of any proposed charter amendment;~~
- ~~(5) The date by which ballots will be mailed to voters;~~
- ~~(6) Instructions to voters who will not be at their current mailing addresses when the ballots are to be mailed or who do not receive their ballot through the mail;~~
- ~~(7) A listing of vote center locations and hours; and~~
- ~~(8) An explanation of by-mail voting deadlines.~~

~~(c) When the election official conducts an election by mail, the election official shall mail a ballot to each person whose name appears on the voter registration list prepared under AS~~

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2 ~~15.07.125 for that election. The ballot shall be sent to the address stated on the official~~
3 ~~registration list unless the voter has notified the election official in writing of a different~~
4 ~~address to which the ballot should be sent. The election official is not required to mail a ballot to~~
5 ~~any voter who does not have a valid residence address, or is in the condition of purge notice~~
6 ~~(PN), undeliverable (UN), or list maintenance undeliverable (LU), as described in AS 15.07.130.~~
7 ~~Any qualified voter not mailed a ballot will not later be refused a ballot when requested, but~~
8 ~~may be required to vote a questioned ballot. The election official shall send ballots by first class,~~
9 ~~non forwardable mail, on or before the 21st day before the election.~~

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11 ~~(d) The election official shall enclose a privacy envelope and a return envelope to each voter~~
12 ~~eligible under subsection (c) above. The return envelope shall have printed upon it a~~
13 ~~certification by which the voter shall declare the voter's qualifications to vote, that the voter has~~
14 ~~not voted in any other manner in this election, and a space for the voter to include at least one~~
15 ~~personal identifier. The return envelope shall include a place for recording the date the~~
16 ~~envelope was sealed and shall conceal the voter's signature and personal identifier once the~~
17 ~~voter has signed and sealed the envelope. Specific instructions for voting a by mail ballot and a~~
18 ~~list of the vote center(s) and hours shall be included with the ballot.~~

19
20 ~~(e) In a by mail election, regardless of whether or not a voter has received a ballot by mail, a~~
21 ~~voter may cast a ballot:~~

- 22 (1) ~~By mail as provided in the instructions from the election official;~~
- 23 (2) ~~In person at the election official's office or at a vote center; or~~
- 24 (3) ~~Under the following absentee voting procedures:~~

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~~(A) At any election, a qualified voter may vote a ballot from a temporary address for any reason.~~

~~(B) The election official may designate a person as a permanent absentee voter if the person is a qualified voter, and if the voter is registered with the State of Alaska Division of Elections as a permanent absentee voter within the City and Borough.~~

~~(C) A person designated as a permanent absentee voter under subsection (b) of this section will be sent a ballot by mail at the permanent mailing address stated on the voter's current registration record unless the voter submits an application for a ballot to be mailed to a temporary address or submits an application for an electronic transmission ballot.~~

~~(D) A qualified voter may submit the application and vote from a temporary address. However, nothing in this section limits the voter's eligibility to vote in person at a polling place or vote center, in person before an election official, or absentee through a personal representative.~~

~~(E) The election official shall provide ballots for use as absentee ballots at least 15 days prior to the election. The election official shall issue rules and instructions to absentee voters to aid them in casting their ballots. The election official shall prescribe the form of and prepare the voter's certificate, envelopes, and other materials used in absentee voting. The election official shall enclose a privacy envelope and a return envelope to each absentee voter. The return envelope shall have printed upon it a certification by which the voter shall place the voter's~~

~~signature declaring that the voter is a qualified voter, that the voter has not voted in any other manner in this election, and a space for the voter to include at least one personal identifier. The return envelope shall include a place for recording the date the envelope was sealed and be manufactured in such a way that the voter's signature and personal identifiers are concealed once the voter has signed and sealed the envelope.~~

~~(F) The application for an absentee ballot shall show the qualified voter's place of residence, clearly indicate the qualified voter's right to an absentee ballot, and be signed by the qualified voter.~~

~~(i) Absentee application for voting from a temporary address. Beginning on January 1 of each election year, a qualified voter may in person, by mail, by facsimile machine, or by electronic transmission, file a written application for an absentee ballot at a temporary address with the election official. A complete application for a ballot to be mailed to a temporary address must be received in the office of the election official not less than seven days before election day.~~

~~(ii) Absentee application for voting by fax or electronic transmission. A qualified voter who has submitted an application to receive an absentee ballot by fax or electronic transmission will be issued an electronic ballot package beginning the day the ballots are available from the election official and through the close of the polls on election day. The voter must submit a written and complete application for a fax or electronic transmission ballot to the election official's~~

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~~office no later than 5:00 p.m. the day before election day in order for the absentee ballot to be counted. An absentee ballot that is completed and returned by the voter by fax or electronic transmission must contain the following statement: "I understand that by using fax or electronic transmission to return my marked ballot, I am voluntarily waiving a portion of my right to a secret ballot to the extent necessary to process my ballot, but expect that my vote will be held as confidential as possible."~~

~~(iii) Absentee voting by personal representative. A qualified voter who is unable to go to the polling place or vote center on election day due to age, illness or disability, may appoint a personal representative to obtain a ballot for the voter on or after the 15th day before an election, up to and including election day.~~

~~(f) In a by mail election, ballots must be received by the election official, placed in a ballot drop box, or received at a vote center all by 8:00 p.m. on election day, or be postmarked by the post office on or before election day. Any ballots cast by a voter present in line awaiting the opportunity to vote at a vote center or to drop a ballot into one of the secure ballot drop boxes at 8:00 p.m. on election day will be considered as having been voted in a timely manner.~~

~~(g) The election official shall review and count ballots voted under this section under election policies established for the review and counting of by mail and absentee ballots.~~

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2 **~~29.07.370 Alteration of election procedures for elections by mail. Reserved.~~**

3 Procedures for the conduct of by mail elections shall be as provided for regular and/or
4 special elections as appropriate, or in election policies issued pursuant to CBJ 29.07.350, except
5 as follows:

6 ~~(a) Election officials.~~ In addition to the requirements of CBJ 29.07.020, the following
7 provisions apply to by mail elections:

8 (1) ~~The election official may contract, without obtaining competitive bids, any portions of~~
9 ~~the election process with the State of Alaska Division of Elections or other~~
10 ~~governmental entity or agency to ensure the timely and secure conduct of a particular~~
11 ~~election called for by the assembly under this section.~~

12 (2) ~~For the purposes of by mail elections, each election worker must be a qualified voter of~~
13 ~~Alaska.~~

14 ~~(b) Candidates; nomination; write in.~~ The following time requirements of CBJ 29.07.050 are
15 modified when conducting a by mail election:

16 (1) ~~Nominating petitions must be completed and filed with the election official, accompanied~~
17 ~~by any required state financial disclosure forms, not earlier than 81 days, nor later than~~
18 ~~4:30 p.m. of the 71st day, before the election.~~

19 (2) ~~Any candidate nominated may withdraw his or her nomination not later than 4:30 p.m.~~
20 ~~of the 67th day before the election.~~

21 (3) ~~A write in candidate filing a letter of intent with the election official shall do so not~~
22 ~~earlier than 67 days, nor later than 4:30 p.m. of the seventh day, before the election.~~

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2 ~~(e) Official candidate statement. The following time requirements of CBJ 29.07.055 are~~
3 ~~modified when conducting a by mail election:~~

4 ~~(1) Online publication on the municipal website of candidate statements will take place at~~
5 ~~least 30 days prior to the election and will not include write in candidates.~~

6 ~~(2) A candidate providing an official candidate statement under CBJ 29.07.055(b) must~~
7 ~~provide all information to the election official no later than 46 days prior to the~~
8 ~~election.~~

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10 ~~(d) Boards. In addition to the requirements of CBJ 29.07.210, the election official shall appoint~~
11 ~~workers to serve as a ballot review board when conducting a by mail election.~~

12 ~~(e) Ballot review procedure. The ballot review board shall examine each ballot envelope and~~
13 ~~shall determine whether the voter is a qualified voter as required under CBJ Charter Section~~
14 ~~6.3 and whether the ballot has been properly cast under election policies established for the~~
15 ~~review, tabulation, and counting of by mail ballots. The ballot review board may begin~~
16 ~~reviewing and processing by mail ballots prior to election day as part of the election review~~
17 ~~process to prepare them for counting. The counting or tabulation of ballots that would generate~~
18 ~~any election results will not begin until after 8:00 p.m. on election day. The following standards~~
19 ~~shall guide the election policies:~~

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21 ~~(1) A by mail ballot shall not be counted if:~~

22 ~~(A) The voter failed to properly execute the certification on the envelope with a valid~~
23 ~~signature and personal identifier or the voter's signature and personal identifier~~

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~~cannot be validated in accordance with the process set out in subsection (3) below;~~

~~or~~

~~(B) Reserved.~~

~~(C) The ballot return envelope, if mailed, is received after election day, has no postmark, and USPS cannot verify the ballot return envelope was mailed on or before election day; or~~

~~(D) The ballot return envelope is not received before the beginning of the canvass review board review process; or~~

~~(E) The voter has already voted in the election.~~

~~(2) A by mail ballot shall be counted if:~~

~~(A) The voter properly executed the certification on the envelope with a valid signature and personal identifier as verified in accordance with the process set out in subsection (3) below; and~~

~~(B) Reserved.~~

~~(C) The ballot return envelope was received at a voter center or deposited in a ballot drop box no later than 8:00 p.m. on election day; or~~

~~(D) The ballot return envelope, if mailed, was postmarked or the USPS can verify that the ballot return envelope was mailed on or before election day; and~~

~~(E) The ballot return envelope was received before the beginning of the canvass review board review process.~~

~~(3) Signature verification process:~~

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~~(A) The voter's signature and personal identifier on the ballot certification must be compared with the signature(s) and personal identifiers in the voter's voter registration file(s) using the standards established in the election policies developed under CBJ 29.07.350.~~

~~(B) The election official may designate, in writing, election workers to perform this function. All personnel assigned to the duty of signature verification shall subscribe to an oath administered by the election official regarding the discharge of their duties. Personnel shall be trained in the signature verification process prior to actually comparing any signatures.~~

~~(C) Missing or invalid signature or personal identifier. If a voter's signature or personal identifier is missing or determined to be invalid, the election official shall, within three days of initial processing of the envelope, send a letter to the voter explaining the lack of a valid signature and/or personal identifier.~~

~~(i) The letter shall be sent to the address to which the ballot was mailed.~~

~~(ii) The voter may:~~

~~(a) Fill out the form included with the letter and return the form to the address specified on the form; or~~

~~(b) Come to the location identified in the letter and present valid identification to an election official and sign a form provided by the election official authenticating the envelope.~~

~~(iii) If the authentication is still determined to be invalid, the voter shall be notified in writing that their ballot is rejected.~~

~~(4) The ballot review board may begin reviewing and processing by mail ballots prior to election day as part of the election review process to prepare them for counting. The tabulation of ballots will not begin until after 8:00 p.m. on election day.~~

~~(f) Multiple and replacement ballots. In accordance with CBJ 29.07.120(f) and the election policies developed under CBJ 29.07.350, if the voter is issued a replacement ballot, the first valid ballot received and reviewed at the ballot processing center is counted. Subsequently received ballots from the same voter are not counted. Subsequent ballot envelopes received from a voter who has already voted shall be marked "rejected," segregated from approved ballot envelopes, remain unopened, and forwarded to the canvass review board for final adjudication. The voter shall be notified by letter mailed to their mailing address and, if applicable, temporary mailing address.~~

29.07.380 Observers.

(a) All observers must be registered with the election official, in accordance with election policies, in advance of showing up to observe at a polling place, vote center, and/or ballot processing center.

(b) An observer must be designated by a candidate on the ballot in the election, or by an organization or organized group that sponsors or opposes an initiative, referendum, or recall measure on the ballot in the election. A candidate may be an observer. A candidate or an organization may have no more than one observer at each vote center, ~~or polling location,~~ ballot

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2 drop box location, United States Postal Service (USPS) sites, polling location, in a poll-based
3 election, or ballot processing center.

4 (c) A write-in candidate may register observers if, at the time of registering observers, the
5 write-in candidate has met the requirements in subsection 29.07.050(f).

6 (d) Due to limited space at the ballot processing center, one registered observer for each
7 candidate or group will be allowed at the ballot processing center unless the number of
8 registered observers exceeds capacity at the ballot processing center and the election official
9 provides reasonable alternative means of observation. The election official may permit
10 additional observers on a space available basis provided each candidate and group is allocated
11 an opportunity for an equal share of the total number of observers permitted. Candidates and
12 groups may share an observer.
13

14 (e) Observer registration. Each candidate or organization shall register by submitting the
15 following forms to the election official and in accordance with election policies as follows:

- 16 (1) An observer registration form; and
- 17 (2) A signed confidentiality agreement; and
- 18 (3) A training and tour agreement; and
- 19 (4) A certificate of training.

20
21 Once the above forms are submitted, the election official shall provide credentials available for
22 pick-up within 72 hours, in the form of an observer identification badge stating the observer's
23 name, who they represent, and the date. The badge must be signed by the candidate, campaign
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2 manager, or the chairperson of the group before the observer may begin to observe at an
3 election location.

4 **29.07.390 Definitions.**

5 The following words, terms and phrases, when used in this chapter, shall have the
6 meanings ascribed to them in this section, except where the context clearly indicates a different
7 meaning:

8 Ballot means any document provided by the municipal clerk on which votes may be cast for
9 candidates or propositions. As used in this title, the term "ballot" shall mean the official ballot,
10 except where the context clearly indicates it means the sample ballot or both types of ballots.

11 Ballot drop box or drop box means a device placed or designated by the municipal clerk for
12 the purpose of receiving voted ballot envelopes.

13 Ballot processing center is the election central location designated by the election official
14 where all election materials are secured, reviewed, and processed.

15 Clerk and municipal clerk means the clerk of the municipality or an authorized designee.

16 Election policies means instructions for conducting elections issued by the election official
17 in writing at least ~~ten~~ 20 days before an election.

18 Mark means a voter's indication of choice on a ballot in a manner appropriate to the voting
19 system used for the election.

20 Personal identifiers as used in this chapter, shall include the following: voter registration
21 identification number, the last four digits of the voter's Social Security number, the voter's date
22 of birth, or the voter's Alaska driver's license number.

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Poll-based elections means those elections conducted primarily using precinct polling places or vote centers for in-person voting on election day.

Polling Place, or Precinct Polling Place means a location within each precinct where individuals may go to vote in person on election day for poll-based elections.

Vote center means any location designated by the election official for the purpose of providing voter assistance that is not solely for casting votes for a specific precinct.

Voting system means the mechanical, optical, electronic, or other physical system used for marking, counting, and processing ballots and other election materials.

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

Adopted this _____ day of _____, 2023.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk



TO: Robert Barr, Deputy City Manager
FROM: George Schaaf, Parks & Recreation Director
DATE: April 21, 2023
RE: Community Schools Programming & Management

This memo assesses the operational and fiscal impacts that would result if Parks & Recreation assumed responsibility for the Community Schools program currently managed by the Juneau School District (JSD). This assessment includes limited information that is publicly available regarding expenditures, revenues, staffing, and programs. At this time, we are unable to provide a reliable picture without additional information that has been requested from JSD.

Statutes & Policy

State law provides that “The governing body of a school district may allow the use of school facilities for any legal gatherings or assemblies. The governing body shall adopt bylaws that will ensure reasonable and impartial use of the facilities” (AS 14.03.100).

The Community Schools program is established by the Board of Education pursuant to Board Policy No. 0430 (adopted July 1, 2017):

COMMUNITY SCHOOL PROGRAM

The Board of Education shall collaborate with the City and Borough of Juneau to maintain a program of community education, which uses school facilities to serve the recreational, vocational and cultural interests of the community.

The Community Education Program shall use district staff as appropriate, invite the participation of representatives of the community in regular advisory meetings, cooperate with local organizations and agencies in providing services and activities, and periodically assess the needs and resources of the community to develop a comprehensive program of community education. The Community Schools Supervisor and other district administrators shall participate in long-range planning and district goal setting so that the Community Education Program can support and enrich district and school goals. The program shall be presented to the Board for information and suggestions on a periodic basis.

The Superintendent is directed to seek out and utilize such sources of revenue as may be appropriate for the financial support of the Community Education Program. The Superintendent shall prepare regulations for the use of school facilities; such regulations shall be distributed to every user of the facilities and every applicant for such use.

Board Policy No. 3513 addresses the use of school facilities for community use:

The Board of Education recognizes that education is a lifelong process and that school facilities should be made available for community use. Enabling citizens to be involved in the educational process of the community will also help increase effective communications between the school and community. The Board also recognizes that both increased communication and citizen involvement provide a valuable source of input concerning the prioritized needs, programs and resources of our community.

The Board supports the process of citizen involvement known as Community Education and encourages its development and growth throughout the District.

The Superintendent shall prepare regulations for the use of school facilities; such regulations shall be distributed to every user of the facilities and every applicant for such use.

The Board of Education has also adopted Administrative Regulation No. 3513, which provides that “The Community Schools Program shall make buildings and facilities available to community groups when such use does not conflict with the educational program of the school.” Aside from use of school facilities, the Board of Education has not adopted any regulations specifically pertaining to community education programs provided through Community Schools.

According to the Juneau School District’s FY2017 budget document:

Community Schools is both a program and process, which recognizes that learning begins at birth and continues throughout life. It offers access to a variety of academic, recreational, social, cultural, and health promotional activities, programs and events within our school facilities. Community Schools stresses cooperation and coordination between schools, agencies, business, community, and individuals. The Juneau Community Schools Program is active in all school facilities. The Community Schools office serves as a hub for all programs and community activities happening in the schools. Community Schools provides access to facilities, building supervision, summer youth resources, community scheduling, young adult and adult programs, and educational opportunities for grades K-12.

Current Situation

Based on the information available, the Community Schools program currently provides two services: (1) scheduling school facilities for community use and (2) offering enrichment and recreation programming to the community. In addition to two administrative staff who schedule facilities, Community Schools employs a number of building monitors who are responsible for facilities while they are being used by community groups. Enrichment classes and recreation programs are often led by contractors or community members. A total of 3.5 FTE staff are listed in the FY2017 JSD budget.

The Parks & Recreation Department is the largest single user of JSD facilities through Community Schools. Because Parks & Recreation has no suitable gym space of its own, we rely on JSD facilities to deliver programs like adult volleyball and youth basketball. While the Board of Education adopted a policy that waived rental fees for Parks & Recreation's use of school facilities, the department paid JSD \$65,000 to \$100,000 annually for scheduling services until 2020. These payments were in addition to outside-the-cap funding appropriated by the Assembly to JSD for Community Schools.

Discussion

Parks & Recreation offers very limited recreation programs due to limited resources and the fact that Community Schools has largely owned this space. Since the pandemic, however, Community Schools has reduced their offerings significantly. These types of recreation and enrichment programs have good alignment with the Parks & Recreation Department and its mission. With some additional resources, Parks & Recreation could dramatically increase the programs and services being offered to the community. This could include things like expanded youth and adult sports programs, pickleball leagues and tournaments, fitness programs, arts and crafts, activities for seniors, and expanded summer camps. Of the existing 3.5 FTE allocated to Community Schools, Parks & Recreation would need to retain at least one full-time position (1.0 FTE) to develop and coordinate community recreation programs, in addition to some level of part-time staff.

Scheduling JSD facilities would be challenging due to conflicting demands for limited space. This could be addressed by a robust facility access and prioritization policy. Parks & Recreation already schedules JSD's use of outdoor athletic facilities managed by the Department, including 15 ballfields. The increased workload of scheduling JSD facilities could be absorbed by existing Parks & Recreation staff if the Youth Activities Grant program is moved from Areawide Recreation to the Youth Services Division. Combined with existing workloads and grant-reporting associated with the Shéiyi Xaat Hít Youth Shelter, the Department would need to hire an additional full-time Administrative Assistant (1.0FTE).

A more complete analysis is impossible without detailed information from JSD regarding earned revenue, General Fund support, expenditures, staffing levels, and position descriptions. We have requested that information from JSD and will provide an update once we receive it.

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Presented by: The Manager
Presented: 04/17/2023
Drafted by: S. Layne

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA
Serial No. 2023-08

An Ordinance Repealing Ordinance 2022-63 and Authorizing the Manager to Enter into a Revised 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 owns 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 City and Borough of Juneau 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 City and Borough of Juneau 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 City and Borough of Juneau (*see* 54 U.S.C.A. § 200305(f)(3); 36 C.F.R. § 59.3; LWCF Financial Assistance Manual at page 103 (3/11/2021)); and

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

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

WHEREAS, the Assembly adopted Ordinance No. 2022-63 on the 9th of January 2023, which authorized the Manager to execute the Revenue Sharing Agreement depicted in Exhibit A to that ordinance; and

WHEREAS, the specific terms of the Revenue Sharing Agreement adopted by Ordinance No. 2022-63 are no longer appropriate for the Eaglecrest Gondola Project, and need to be replaced with new terms that reflect the factual parameters of the project.

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

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

Section 2. Repeal of Prior Ordinance. Ordinance No. 2022-63 is hereby repealed in its entirety.

Section 3. Authorization to Execute Revised Revenue Sharing Agreement. The Manager is authorized to execute the Revised Revenue Sharing Agreement depicted in Exhibit A to this ordinance. The Manager may make minor typographical and grammatical changes, but any material change to Exhibit A requires Assembly approval prior to such change taking effect.

Section 4. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2023.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

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: _____ Sherri Layne, 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:

Ten Million Dollars US (US \$10,000,000) on or before July 3, 2023.

After making the disbursement as enumerated and on the date provided above, Goldbelt will have contributed a total of Ten Million Dollars (US \$10,000,000) to the Project.

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 25th anniversary of the Public Opening, 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, 2028. 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 seven percent (7%) per annum interest compounded monthly (prorated for any partial year), calculated from the date such Contribution (or each part of the Contribution respectively) was made (“Contribution Recoupment Fee”). Notwithstanding the foregoing, under no circumstance shall the repayment to Goldbelt under this Section 4 be more than one hundred fifty percent (150%) 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 Section 5(b)(i) or (ii) (the “Termination Fee”). Upon the payment of the Termination Fee described in Section 5(b)(i) or (ii), the Parties shall have no further obligation to each other. The Termination Fee (and the similar fee described in Section 4) is not a penalty, but rather a reasonable estimate of the damages Goldbelt will suffer if the Project fails to open to the public as scheduled or is terminated early.

(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 seven percent (7%) per annum interest (prorated for any partial year), compounded monthly, 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 fifty percent (150%) 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; or (G) applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property or business. 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.

(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 weekly 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 Friday of the week following the reporting period.

(ii) On a weekly 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 Friday of the week 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 weekly 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, without limitation, 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, or Ski Hut during the summer. Goldbelt and the City share ideas and motivation to build a responsible and prosperous community that will last forever. Because of these shared goals, the City intends to continue working with Goldbelt at Eaglecrest to build a successful and sustainable business operation for visitors and residents to enjoy. Through this relationship, the City will communicate with Goldbelt regarding plans to expand Eaglecrest operations near Goldbelt property on the shoreline of Douglas Island.

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, directors, and volunteers (collectively, the “Indemnified Parties”) 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. Subject to a specific appropriation by the Assembly for this purpose, the City agrees to indemnify Goldbelt for any breach of the City of its obligations under this Agreement. All Parties to this Agreement recognize and fully agree that the City has no appropriation currently available to it to indemnify Goldbelt under this provision, and that enactment of an appropriation in the future to fund a payment under this provision remains in the sole discretion of the Assembly, and the Assembly’s failure to make such an appropriation creates no further liability or obligation of the City.

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 Goldbelt's request, the City shall provide 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 (30) 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, subject to the Contribution Recoupment Fee described in Section 4 or the Termination Fee described in Section 5(b)(i) or (ii), if applicable, but without further penalty or further municipal liability, on June 30th of the City's current fiscal year, or as noted in the notice of termination thereunder. For avoidance of doubt, no Contribution Recoupment Fee or Termination Fee shall be payable in the event of a termination for cause by the City; solely the amounts described in Section 5(c)(ii), (iii) or (iv) shall be payable.

(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, the other 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. **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]

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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.

Exhibit B - Ordinance 2023-08

Goldbelt, Inc.

3025 Clinton Drive

LETTER OF INTENT

April 12, 2023

Attn: Dave Scanlan, Rorie Watt, City Manager

City and Borough of Juneau
City & Borough Manager’s Office
155 South Seward Street
Juneau, AK 99801

Re: Gondola Project Revenue Sharing Agreement

Dear Mr. Scanlan and Ms. Watt,

We present this Letter of Intent (“LOI”) for the Gondola Project revenue sharing agreement between the City and Borough of Juneau (the “City”) and Goldbelt, Incorporated (“Goldbelt”). This LOI sets forth the proposed terms for the negotiations of a Gondola Project revenue sharing agreement (the “Agreement”) between the City and Goldbelt to fund, install, and operate the Gondola Project (the “Project”) at Eaglecrest Ski Area on Douglas Island. The terms set forth in this LOI will not become binding until a more detailed revenue sharing agreement is negotiated and signed by the parties.

Silent Partner:

Goldbelt, Incorporated

Independent Contractor:

City and Borough of Juneau

Project:

The City will install a gondola system to attract locals, tourists, cruise ship tourists and independent tour operators to the attractions in the area. Goldbelt will provide funds of \$10,000,000 to assist the City with the installation and operation of the Project and in exchange Goldbelt will receive a percentage share of revenues generated by the Gondola per Eaglecrest visitor for a term of 25 years. Goldbelt will not operate the Project, as the City and Goldbelt intend that an Independent Contractor relationship be created by the Agreement.

ROI:

The ROI is dependent upon gross revenue generated by the Project. The projected ROI is \$32,000,000 with a total projected revenue share of \$42,080,520 for Goldbelt over the 25-year term.

Term:

The Term of the Agreement starts on the Effective Date of the Agreement and ends on the twenty-fifth (25th) anniversary of the date that the Project opens to the public. City warrants

Exhibit B - Ordinance 2023-08

opening to the public by May 31, 2027. The Term will extend if Goldbelt has not received 2X its contribution in revenue (\$20,000,000).

Investment: Goldbelt will disburse Contribution funds of \$10,000,000 on or before July 3, 2023.

Termination: The City may terminate the Agreement for convenience: prior to receiving any portion of Goldbelt’s investment; if it chooses to terminate deployment or operation of the project; or in the event of non-appropriation. The termination fee will be the amount contributed by Goldbelt minus any revenue sharing received prior to termination. Goldbelt will also receive seven percent (7%) per annum interest compounded monthly up to a cap of 150%, which will be \$5,000,000.

Revenue Sharing: Until Goldbelt has received payments equaling the entire investment amount (“Phase 1”), the City shall pay to Goldbelt a percentage of the gross Summer Operations Receipts. Goldbelt’s percentage shall be determined by the number of visitors to the Project, with ranges from 10%-25%. After Goldbelt has received payments equaling its entire investment amount (“Phase 2”), the City shall pay to Goldbelt a percentage of the gross Summer Operations Receipts. Goldbelt’s percentage shall be determined by the number of visitors to the Project, with ranges from 10%-12.5%. Payment of Goldbelt’s share will be due within sixty (60) days of the City receiving a final statement identifying the gross Summer Operations Receipts for the calendar year of the Term.

Records: Both Parties will provide a written weekly summary report of revenues from the sale of individual, packaged, or summer season passes from the Project and have an end of the year audit summary report. On written notice, both Parties shall permit an audit by an independent certified public accounting firm to verify accuracy of summer revenues.

Future Engagements: Goldbelt and CBJ will share ideas and motivation to build a responsible and prosperous community that will last forever. Because of these shared goals, CBJ intends to continue working with Goldbelt at Eaglecrest to build a successful and sustainable business operation for visitors and residents to enjoy.

Communication: CBJ will communicate with Goldbelt regarding plans to expand Eaglecrest operations near Goldbelt property on the shoreline of Douglas Island.

Exhibit B - Ordinance 2023-08



Goldbelt, Incorporated
By: McHugh Pierre
Its: President & CEO

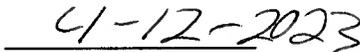


Dave Scanlan

Rorie Watt

April 12, 2023

Date



Date

Date

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Presented by: The Manager
Presented: 05/08/2023
Drafted by: S. Layne

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2023-25vCOW [red folder version]

An Ordinance Amending the Assembly Code Relating to Election District No. 1 and District No. 2 Boundaries.

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.

Section 2. Amendment of Section. CBJC 11.10.030 Election and terms of office, is amended to read:

11.10.030 Election and terms of office.

- (a) The mayor and two other assemblymembers shall be elected from the municipality at large.
- (b) Other assemblymembers shall be elected at large by the qualified voters of the municipality and shall each be residents of individual districts as follows:
 - (1) Three assemblymembers shall be residents of District No. 1;
 - (2) Three assemblymembers shall be residents of District No. 2.
- (c) The term of office of the mayor and other assemblymembers shall be three years and shall begin immediately following the certification of the election at which they were elected.

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(d) The boundaries of the election districts shall be as follows:

(1) District No. 1 consists of that area of the City and Borough within House District ~~3~~ 4 established by the State of Alaska in the ~~Amended Redistricting Plan adopted April 18, 2002~~ Amended Interim Proclamation of Redistricting adopted May 24, 2022; except that it excludes 04-130.

(2) District No. 2 consists of that area of the City and Borough within House District ~~4~~ 3 established by the State of Alaska in the ~~Amended Final Redistricting Plan adopted April 18, 2002~~ Amended Interim Proclamation of Redistricting adopted May 24, 2022; except that it includes 04-130.

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

Adopted this _____ day of _____, 2023.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

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~~ Sherri Layne, 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:

Ten Million Dollars US (US \$10,000,000) on or before July 3, 2023.

- ~~3. Goldbelt will disburse Contribution funds as follows:~~
- ~~4. One Million Dollars US (US \$1,000,000) on or before May 1, 2023;~~
- ~~5. One Million Dollars US (US \$1,000,000) on or before June 1, 2023;~~
- ~~6. One Million Dollars US (US \$1,000,000) on or before July 3, 2023;~~
- ~~7. One Million Dollars US (US \$1,000,000) on or before August 1, 2023;~~
- ~~8. One Million Dollars US (US \$1,000,000) on or before September 1, 2023;~~
- ~~9. One Million Dollars US (US \$1,000,000) on or before May 1, 2024;~~
- ~~10. One Million Dollars US (US \$1,000,000) on or before June 3, 2024;~~
- ~~11. One Million Dollars US (US \$1,000,000) on or before July 1, 2024;~~
- ~~12. One Million Dollars US (US \$1,000,000) on or before August 1, 2024; and~~
- ~~13. One Million Dollars US (US \$1,000,000) on or before September 2, 2024.~~

After making the disbursements as enumerated and on the dates provided above, Goldbelt will have contributed a total of Ten Million Dollars (US ~~US~~\$10,000,000) to the Project.

14.4. 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 25th anniversary of 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~~8~~. 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 seven percent (7%) per annum ~~simple interest compounded monthly~~ (prorated for any partial year), ~~non-compounded~~, calculated from the date such Contribution (or each part of the Contribution respectively) was made (“Contribution Recoupment Fee”). Notwithstanding the foregoing, under no circumstance shall the repayment to Goldbelt under this Section 4 be more than one hundred fifty percent (150%) 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.

15.5. 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)(i) or (ii)~~ (the “Termination Fee”). Upon the payment of the Termination Fee described in ~~this Section 5(b) (i) or (ii)~~, the Parties shall have no further obligation to each other. The Termination Fee (and the similar fee described in Section 4) is not a penalty, but rather a reasonable estimate of the damages Goldbelt will suffer if the Project fails to open to the public as scheduled or is terminated early.

(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 seven percent (7%) per annum ~~simple~~-interest (prorated for any partial year), ~~non-compounded~~ monthly, 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 fifty percent (150%) 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; or (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.

16.6. 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~~ weekly 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~~ Friday of the week following the reporting period.

(ii) On a ~~monthly~~ weekly 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~~ Friday of the week 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.

17.7. 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~~weekly 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, without limitation, 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. Goldbelt and the City share ideas and motivation to build a responsible and prosperous community that will last forever. Because of these shared goals, the City intends to continue working with Goldbelt at Eaglecrest to build a successful and sustainable business operation for visitors and residents to enjoy. Through this relationship, the City will communicate with Goldbelt regarding plans to expand Eaglecrest operations near Goldbelt property on the shoreline of Douglas Island.

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19.9. 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, directors, and volunteers (collectively, the “Indemnified Parties”) 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. Subject to a specific appropriation by the Assembly for this purpose, the City agrees to indemnify Goldbelt for any breach of the City of its obligations under this Agreement. All Parties to this Agreement recognize and fully agree that the City has no appropriation currently available to it to indemnify Goldbelt under this provision, and that enactment of an appropriation in the future to fund a payment under this provision remains in the sole discretion of the Assembly, and the Assembly’s failure to make such an appropriation creates no further liability or obligation of the City.

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21.11. 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 (30) days' advance written notice in the event of a cancellation or material change in the City's insurance policies.

22.12. 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.

23.13. 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.

24.14. 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.

25.15. 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.

26.16. 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.

27.17. 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.

28.18. 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, subject to the Termination Fee-Contribution Recoupment Fee described in Section 4 or the Termination Fee described in Section 5(b)(i) or (ii), if applicable, but without further penalty or further municipal liability, on June 30th of the City's current fiscal year, or as noted in the notice of termination thereunder. For avoidance of doubt, no Contribution Recoupment Fee or Termination Fee shall be payable in the event of a termination for cause by the City; solely the amounts described in Section 5(c)(ii), (iii) or (iv) shall be payable.

(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.

29.19. 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.

30.20. 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.

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

32.22. 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.

33.23. 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.

34.24. 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.

35.25. 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, the other ~~either~~ Party may thereafter terminate this Agreement upon thirty (30) days' written notice.

36.26. 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.

~~37. 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. In the case of Goldbelt, for purposes of this section, "Party" shall only include the Chairman of the Board and Goldbelt executive officers, and shall not include individual directors other than the Chairman of the Board, shareholders, or non-officer employees.~~

38.27. 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]

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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.