ASSEMBLY COMMITTEE OF THE WHOLE WORKSESSION MINUTES

March 17, 2025 at 6:00 PM

Assembly Chambers/Zoom Webinar

A. CALL TO ORDER

Mayor Weldon called the meeting to order at 6:01p.m.

B. LAND ACKNOWLEDGEMENT

Mr. Kelly provided the following 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

Assemblymembers Present: Mayor Weldon (presiding), Deputy Mayor Greg Smith (via Zoom), Wade Bryson, Alicia Hughes-Skandijs, Christine Woll, Paul R. Kelly, Ella Adkison, Neil Steininger, and Maureen Hall.

Assemblymembers Absent: None

Staff/Others Present: Deputy City Manager Robert Barr, City Attorney Emily Wright, City Clerk Beth McEwen, Deputy City Clerk Andi Hirsh, Meeting Tech Kevin Allen, Assistant Attorneys Sherri Layne and Nicole Lynch, Parks & Recreation Director George Schaaf, Engineering Associate Nick Druyvestein, Visitor Industry Director Alix Pierce, Port Director Carl Uchytil, Juneau Police Chief Derek Bos, Alaska Department of Law Criminal Division Director Angie Kemp, and Huna Totem Corporation President Russell Dick

D. APPROVAL OF AGENDA

Mayor Weldon noted that they would move the Body Worn Camera agenda item to immediately follow the Commercial Use of Parks agenda topic. *Hearing no objection, the agenda as amended passed by unanimous consent.*

E. APPROVAL OF MINUTES

1. May 6, 2024, Assembly COW DRAFT Minutes
2. June 3, 2024, Assembly COW DRAFT Minutes

<u>**MOTION**</u> by Ms. Hughes-Skandijs to approve the May 6, 2024, and June 3, 2024, Committee of the Whole minutes and asked for unanimous consent. ***Hearing no objection, motion passed by unanimous consent.***

F. AGENDA TOPICS

3. Commercial Use of Parks

Parks and Recreation Director George Schaaf provided an overview of the new Commercial Use of Parks draft plan. He talked about the lengthy public process and public input they used to develop the new plan. Mr. Schaaf said the new plan would allow CBJ to be more adaptive and flexible as changes occurred in the tourism industry or the community.

In speaking to the current Commercial Use of Parks plan, Mr. Schaaf said it was developed in 2001 and the recommendations from that plan were still in place today. He said the plan needed to be updated as Juneau had developed new trails and parks since then, as well as massive changes in the tourism industry during that time. He noted that visitation and revenue generated were relatively flat until after the pandemic, despite tourism visitation increasing over 200%. He said after the pandemic CBJ started managing vehicle-based tours at

Overstreet Park and Brotherhood Bridge Park, which included the flat $3.50 fee per person that had not increased since 2016.

He said 95% of commercial use of parks was at Rainforest Trail and Last Chance Basin, but that many summer visitors were independently using trails and parks. He said that based on community feedback the new plan established categories of commercial use for limited locations, prohibited commercial use in other areas, and implemented adaptive management. He said that commercial use would be prohibited in 24 parks and on 38 trails, about 85% of trails managed by CBJ by mileage. He said for adaptive management they would use large datasets from cell phones to see usage and will review the guidelines every three years to adapt things as needed.

He said the next step was for the Assembly to adopt these recommendations by resolution.

Ms. Hughes-Skandijs asked about percentage of commercial use of parks. Mr. Schaaf said about 70% of parks would not allow commercial use.

Mr. Smith asked about federal or state trails. Ms. Pierce said they looked at commercial use of trails by other entities, which mostly fall near the Mendenhall Glacier. She said the Treadwell Ditch Trail was jointly managed by CBJ and the United States Forest Service which was a trail they did not want to see commercial use on.

Mayor Weldon asked about Sunshine Cove and Pioneer Road. Ms. Pierce said one commercial operator had tried to make Sunshine Cove work but that it was too far away to be practical, which was why it was removed as a commercial use location on the new draft plan. Ms. Pierce said Pioneer Road was not managed by Parks and Recreation, but that the new adaptive management framework would allow new, unique, or unconventional commercial uses to be considered for CBJ lands.

Mayor Weldon shared that this was Mr. Schaaf's last meeting as Parks and Recreation director and Assemblymembers shared memories of and well wishes for Mr. Schaaf.

MOTION by Mr. Bryson to move the Commercial Use of Parks draft plan to the full Assembly.

Hearing no objection, the motion passed by unanimous consent.

4. Body Camera Footage: Release in Post-Shooting/Traumatic Incidents

Ms. Wright said the Assembly requested an ordinance for the release of body worn camera footage, especially after an officer involved shooting. She said the draft ordinance was created by talking with the Juneau Police Department (JPD), three Assemblymembers, and the State of Alaska. She said the ordinance required JPD to release body worn footage 30 days after an incident, with one potential 10-day extension at the request of the prosecuting or reviewing agency. She said the State of Alaska Office of Special Prosecutions traditionally and historically reviewed all officer involved shootings but had no statutory requirement to do so. She said the Assembly needed to make a policy call that balanced the need for transparency and active investigation by a law enforcement agency. Ms. Wright said that nationwide body worn cameras were relatively new; JPD implemented them in 2017.

Angie Kemp, Alaska Department of Law Criminal Division Director, said the Office of Special Prosecutions (OSP) was within the Criminal Division. She said Alaska was unique from other states by only having one crime lab and medical examiner's office, both in Anchorage. Ms. Kemp said when an officer involved shooting occurred OSP, the State Troopers, and the Alaska Bureau of Investigation would conduct interviews and collect evidence. She said there was an inherent delay in receiving forensic evidence reports, which often left the OSP waiting weeks or months for evidence needed for their preliminary review. She said there was no rigid timeline she could provide on how long an investigation might take and that their priority was to protect the integrity of the investigation.

Ms. Kemp, speaking about the proposed ordinance, said that what qualified as a traumatic event or shooting was not defined. She thought the language of the ordinance might be broader than the intent behind it. She noted that Anchorage's policy also included exceptions to protect confidential sources or for other privacy reasons which was not found in this ordinance.

Ms. Adkison asked what OSP could do to reduce investigation time. Ms. Kemp said OSP had recently shifted caseloads to allow officer involved shootings to be investigated more quickly and that they were endeavoring to get reviews done within 60 days. She noted that current investigations, thanks to body worn cameras, generally had a higher volume of evidence than cases from 10 or 15 years ago.

Ms. Woll asked how releasing the footage could impact the investigation, especially given that most incidents were also captured on people's cell phones. Ms. Kemp gave an example from a previous non-officer involved shooting case where they had to re-interview a witness. She said a rigid timeline would absolutely affect criminal prosecution. She then gave a hypothetical example where a suspect was able to taint an interview with a witness after seeing them on the body worn cameras.

Ms. Hughes-Skandijs asked how often OSP was meeting their 60-day goal. Ms. Kemp said the last two investigations were completed within 60 days.

Ms. Adkison asked if the agency could delay the release of footage with a court order. Ms. Kemp said yes but that court order proceedings were public. She also noted it would make OSP regularly litigate against CBJ.

Mr. Kelly asked how other jurisdictions handled releasing body worn footage. Ms. Kemp said this was a fairly new area of law. She said there were 16 states and the District of Columbia that have legislation and that many of the states allowed exceptions for ongoing investigations or other privacy interests. She said that Colorado was on the stricter side and had a 21-day disclosure but also required someone to complain to start the 21 days. Ms. Wright said that Minnesota, where George Floyd was killed, had a 14-day release for body worn camera footage. She reiterated that the Assembly needed to balance the public need for transparency with the investigations need for secrecy. She said that lots of communities and states have said they think it's worthwhile to provide the transparency to the public even at the risk of a future prosecution. Chief Bos said he came from Colorado and noted there was always a complaint, so that the footage was always released at 21 days. He said he had not seen a video released at 21 days that prohibited prosecution.

Mr. Bryson asked about changing the ordinance language to better support potential prosecutions. Ms. Kemp said adding a definition of a traumatic incident and adding exemptions would be helpful. Mr. Bryson asked if the ordinance could be rewritten to allow for easy exemptions. Ms. Wright said yes but noted that the previous direction had been to provide as little wiggle room as possible for the Police Chief and City Manager. Chief Bos said he would support specific delays to releasing video if necessary, but that his preference was for the ordinance as written.

Ms. Smith asked Ms. Kemp what her preferred release timeline would be. Ms. Kemp said that 60 days would satisfy the State's concerns in most instances

Ms. Hughes-Skandijs asked if traumatic incident was defined in JPD policy. Ms. Wright said that it was defined in JPD Policy 2.001 Post Shooting – Traumatic Incident as "An incident where the use of force causes death or serious physical injury to an officer or another person."

The Assembly discussed whether to make amendments tonight, move the ordinance for introduction, or to keep it in the Committee of the Whole.

Chief Bos said he thought it was a well written ordinance and that it would be a useful tool to help JPD be transparent and accountable to the public.

<u>**MOTION**</u> by Ms. Hughes-Skandijs to request the ordinance be amended to include a cross reference to JPD policy regarding traumatic incidents before it is set for introduction at the next Assembly meeting and asked for unanimous consent. ***Hearing no objection, motion passed by unanimous consent.***

<u>**MOTION**</u> by Mr. Kelly to introduce the amended ordinance at the next Assembly meeting and refer it back to the Committee of the Whole and asked for unanimous consent. ***Hearing no objection, motion passed by unanimous consent.***

5. Ordinance 2025-22 An Ordinance Authorizing the Manager to Negotiate and Execute a Tidelands Lease for the Purpose of Waterfront Commercial Activities.

Mr. Barr said the Assembly did not have much opportunity to discuss this lease, which could result in a new cruise ship dock, due to the appeal of the Planning Commission decision which had put the Assembly in a quasi-judicial role. He said conversation tonight, any amendments, and the eventual decision would go to a regular Assembly meeting.

Mayor Weldon said various Assemblymembers had proposed a number of amendments to ordinance 2025-22. Ms. Hughes-Skandijs asked to start by having a general discussion, making sure they included a no-dock option.

Ms. Hughes-Skandijs said CBJ unsuccessfully bid on the land in 2019 and that a decision had been hanging over the community ever since. She said many members of the public have been frustrated with the process where it felt like there was no room to discuss if another dock should exist compared to the conditions under which a dock may exist. She said the lease was a mechanism where the Assembly could make space for that discussion.

Mr. Bryson complimented Huna Totem Corporation for their public outreach they've done on the project so far.

Mr. Smith said that the appropriate level of tourism was a significant community discussion, and that this project was part of that discussion.

Ms. Woll said this did not feel like the right venue for this conversation, as many of the stakeholders were not present. She said part of the Assembly process was to figure out under what conditions they said yes to another dock, which was what they were working on.

Mayor Weldon said the Assembly has made decisions on a fifth dock for years, including in the Long Range Waterfront Plan and the Visitor Industry Task Force recommendations. She said this had been a slow process.

<u>MOTION</u> by Mr. Bryson to move Ordinance 2025-22 to the Assembly for Public Hearing.

OBJECTION by Mr. Smith for purposes of amendment.

<u>AMENDMENT#1</u> by Mr. Smith to add a new section to the lease stating "Huna Totem Corporation/Aak'w Landing must provide the CBJ with written assurance from the US Coast Guard (USCG) which demonstrates that the project will not impede icebreaker docking in Juneau. Huna Totem can start work with the understanding any work undertaken is at their own risk." In speaking to his amendment Mr. Smith said that the icebreaker provided economic development and economic diversity to Juneau and that it was important the cruise ship dock did not impede the icebreaker being home ported in Juneau.

OBJECTION by Mr. Kelly for a question. He asked if this amendment would allow Huna Totem to begin construction before receiving the tideland leases from the State of Alaska. Mr. Barr said the manager would take all the amendments being adopted tonight as direction to include as terms and conditions in the final lease negotiations. He said the final lease would come before the Assembly again. Ms. Wright said, absent any other amendment, there was no limitation on when Huna Totem could start work.

Mr. Bryson asked if negotiations would stall if the USCG did not provide assurance. Ms. Pierce said if this amendment passed and they did not receive written assurance from the USCG it could potentially hold the project back. Ms. Pierce said if they did not receive assurance from USCG they would want to bring it back to the Assembly for discussion because of how important the issue was to the community. Mr. Bryson asked who would be responsible for those discussions. Mr. Barr said Huna Totem.

Mr. Steininger asked about timing. Ms. Pierce said it depended on how much the Assembly wanted to allow Huna Totem to proceed at their own risk.

Mr. Smith asked when the lease would be signed, should this ordinance pass. Ms. Wright said the lease signing was conditioned upon the conveyance of the State tidelands to CBJ. She said it would depend upon how quickly the State conveyed the tidelands which could be anywhere between days and multiple years. Mr. Smith said he was fine with his original amendment as the tidelands probably would not be conveyed in days.

Mr. Kelly removed his objection.

OBJECTION by Mr. Steininger, who said he was concerned that CBJ was asking a federal agency to make assurances at a time when the federal government did not have much certainty.

Roll Call Vote on Amendment #1:

Yeas: Smith, Hall, Adkison, Kelly, Woll, Hughes-Skandijs, Bryson, Weldon

Nays: Steininger

Motion passed, 8 yeas to 1 nay.

OBJECTION by Mr. Kelly on the main motion for purposes of amendment.

AMENDMENT #2 by Mr. Kelly to add the following clause "Whereas, workforce housing is a priority of the CBJ and Aak'w, therefore the Assembly intends that a portion of the lease amount be allocated to the Affordable Housing Fund" and asked for unanimous consent. In speaking to his motion, Mr. Kelly said that normally funds received from this project would go to Docks and Harbors but that he wanted the proceeds to benefit the entire community. He said his intent was to use this whereas clause to direct the manager for when she crafts the budget.

OBJECTION by Mr. Bryson, who said he did not want to bind future Assembly's, pointing out that the Affordable Housing Fund may not be a useful vehicle for Assembly action in future decades. He said they could instead give direction to the City Manager to increase the Affordable Housing Fund. Ms. Adkison said a whereas clause in a lease was the wrong vehicle to do this. Ms. Woll agreed.

Ms. Hughes-Skandijs said she would support the amendment because she appreciated the intent language, noting the actual wording was non-binding.

Mr. Smith asked how staff would interpret this whereas clause. Mr. Barr said they would create a rational formula for what portion of the lease proceeds would be allocated to the Affordable Housing Fund each year.

Roll Call Vote on Amendment #2:

Yeas: Kelly, Hughes-Skandijs, Smith

Nays: Woll, Adkison, Bryson, Hall, Steininger, Mayor Weldon

Motion failed, 3 yeas to 6 nays.

OBJECTION by Mr. Kelly to the main motion for purposes of amendment.

AMENDMENT #3 by Mr. Kelly to add "Whereas, the CBJ recognizes the environmental impact that the cruise industry has on our pristine waters and will work to identify lease incentive options to increase clean fuel usage and shore power development" and asked for unanimous consent. In speaking to his amendment, Mr. Kelly said he wanted to incentivize responsible behavior in the cruise industry.

OBJECTION by Mr. Bryson who said that CBJ did not have mechanisms for enforcement.

Mr. Kelly noted that this amendment was about providing incentives for good behavior, not enforcing violations or seeking punishment.

Ms. Woll asked staff how this would work. Mr. Barr said they would talk with Huna Totem about potential lease incentive options for clean fuel usage and shore power development, which would need to come back to the Assembly. Ms. Pierce said they would need to consult with the Alaska Department of Environmental Conservation as there was no good way, beyond self-reporting or inspections, to determine what fuel a ship was burning. She said there was a voluntary agreement through Cruise Lines International Association (CLIA) member lines to burn MGO (Marine Gasoil) in the Gastineau Channel.

Mr. Smith said he appreciated the intent but did not think lease incentive options were the right vehicle for achieving this goal.

Mayor Weldon said the Planning Commission required Huna Totem to develop shore power when an appropriate-sized line became available, so she did not want to incentivize them to do something they were legally required to do anyway.

Roll Call Vote on Amendment #3:

Yeas: Kelly

Nays: Woll, Hughes-Skandijs, Bryson, Adkison, Steininger, Hall, Smith, Mayor Weldon

Motion failed, 1 yea to 8 nays.

OBJECTION by Ms. Woll on the main motion for purposes of amendment.

AMENDMENT #4 by Ms. Woll to add the following language to Section 2 "…The City Manager shall include a right of first refusal clause in any lease of the tidelands, for purchase of the docks and adjacent upland property" and asked for unanimous consent. In speaking to her amendment, Ms. Woll said the City's original intent was to purchase the upland property; she noted that CBJ would not be obligated to purchase the property.

OBJECTION by Mr. Bryson to ask a clarifying question. Ms. Woll said it was her intent that if CBJ agreed to a lease and then Huna Totem wanted to sell the land instead of developing it, then CBJ would get to purchase those properties if they wished.

Mr. Kelly asked about tideland ownership. Ms. Wright said CBJ would still own the tidelands and was not turning over any ownership of that land. Ms. Wright said this amendment would allow CBJ to purchase the dock and the upland property.

Ms. Adkison asked if CBJ would need to negotiate a new tideland lease if Huna Totem sold the property. Ms. Wright said leases could be crafted to allow for a sublease, or CBJ could renegotiate the lease for a new period of time with the new owners.

Mayor Weldon asked about the mechanics of this amendment. Ms. Wright said Huna Totem had the right to sell or transfer internally within their organization, which would not trigger a right of first refusal. She said if an outside entity made an offer, CBJ would have the right to either match or decline that offer.

Mr. Bryson maintained his objection, saying CBJ could not afford to purchase the dock at fair market value once built, so he did not support the staff spending time on this.

Mr. Smith asked Huna Totem how it may affect their financing. Russell Dick, President of Huna Totem Corporation, said a first right of refusal acted as a non-compensated non-vested interest and reduced the amount of leverage they have for financing partners. He said first right of refusal was more common in their partnership agreements with joint investors.

Mr. Kelly asked about other CBJ leases or sales with first right of refusal. Ms. Wright said she knew one from about a year ago when CBJ sold waterfront property which was then combined into a larger parcel. She said it was not very common.

Members spoke for and against the amendment.

Roll Call Vote on Amendment #4:

Yeas: Woll, Adkison, Hughes-Skandijs, Mayor Weldon

Nays: Bryson, Kelly, Hall, Steininger, Smith

Motion failed, 4 yeas to 5 nays.

OBJECTION by Ms. Hughes-Skandijs to the main motion for purposes of an amendment.

AMENDMENT #5 by Ms. Hughes-Skandijs to add the following language to Section 2: "If Lessee violates any term or condition of the lease, including those detailed in the conditional use permit, the City may subject Lessee to enforcement action under CBJ 49.10.600-660 and impose a per violation, per day penalty" and asked for unanimous consent. Ms. Hughes-Skandijs said she expected Huna Totem to be a good partner but wanted to build financial disincentives into the lease.

Hearing no objection, Amendment #5 passed by unanimous consent.

OBJECTION by Ms. Hughes-Skandijs to the main motion for purposes of an amendment.

AMENDMENT #6 by Ms. Hughes-Skandijs to add "Whereas, the Assembly fully supports the use of project labor agreements (PLAs) and their use in city project, the Assembly encourages Huna Totem to work closely with local construction companies and utilize our union hiring halls and apprenticeship programs" and asked for unanimous consent.

Hearing no objection, Amendment #6 passed by unanimous consent.

OBJECTION by Ms. Hughes-Skandijs to the main motion for purposes of an amendment.

AMENDMENT #7 by Ms. Hughes-Skandijs to add to Section 2 "the Assembly prioritizes the collaborative scheduling of cruise ships in our community, to ensure that all parties adhere to the five ship limit as well as the agreed upon passenger limits, Assembly encourages Huna Totem to actively participate in the annual scheduling meetings" and asked for unanimous consent. She said she wanted the five ship limit to be in the enforceable part of the lease, not in the whereas clause section.

OBJECTION by Mayor Weldon for purposes of a question. She asked about the annual meeting. Ms. Pierce said the meetings functioned more like a small multi-party discussion process instead of a single large meeting where everyone came together. Mayor Weldon removed her objection.

Hearing no objection, Amendment #7 passed by unanimous consent.

OBJECTION by Ms. Hughes-Skandijs to the original motion for purposes of an amendment.

AMENDMENT #8 by Ms. Hughes-Skandijs to add to Section 2 "The annual lease rent for the first five-year period of the term shall be not less than _______ plus sales tax. The annual rent due is divided into twelve equal installments due at the beginning of each month. Rent shall accrue on the effective date of this lease. The Manager or designee shall review and adjust the annual rental payment every fifth year of the lease in accordance with CBJC 53.20.190(d) and CBJC 85.02.060(a)(5)". In speaking to her amendment, Ms. Hughes-Skandijs said legally CBJ could not go below fair market value for a lease, but that they did have the capacity to go above fair market value. She recommended setting a price well above fair market value.

OBJECTION by Mr. Bryson. He said he hesitated to go above fair market rate, as CBJ owned two docks directly in competition with Huna Totem.

Ms. Woll asked about an appraisal. Ms. Hughes-Skandijs said the appraisal would provide fair market value number, and they could put fair market value plus a percentage in where the blank currently was in the amendment. Ms. Hughes-Skandijs said she wanted to understand other members' general appetite for going above fair market value.

Members spoke for and against going above fair market value.

Ms. Hughes-Skandijs withdrew her motion.

Mayor Weldon handed the gavel over to Mr. Bryson to preside.

OBJECTION by Mayor Weldon to the main motion for purposes of an amendment.

AMENDMENT #9 by Mayor Weldon to add to Section 2 "The dock may only accommodate vessels with no more than 4400 passengers lower berth capacity" and asked for unanimous consent. Mayor Weldon said she wanted to prevent the largest cruise ships which can hold 7000-8000 passengers from coming to Juneau and that if the daily passenger limit stays in place she did not want one large cruise ship to keep other docks from hosting any ships. She said current ships that visited Juneau were below the 4400-passenger limit.

OBJECTION by Ms. Adkison for purposes of a question. She asked Ms. Pierce about the largest cruise ships visiting Juneau. Ms. Pierce said cruise ships were getting larger, but that Alaska currently did not have the dock infrastructure everywhere to accommodate the largest ships. She said that a decade ago a 4000-passenger ship would have seemed preposterous and that there was significant infrastructure investment in the region. Ms. Adkison withdrew her objection.

Mr. Kelly asked about the lower berth capacity. Ms. Pierce said it was the industry standard for measuring ship size and was based on the double occupancy of cabins on a ship. She said a ship could sail under or over capacity.

OBJECTION by Mr. Smith, as he supported the principal of best ship best dock. Ms. Woll and Mr. Steininger agreed, noting that CBJ had not imposed size limitations on their own docks.

Ms. Hughes-Skandijs, Ms. Hall, and Mr. Kelly spoke in support of this amendment.

Mr. Smith asked if this amendment would affect Huna Totem's financing. Mr. Dick said building the dock was a very expensive project and that anything that limited or restricted their ability to generate revenue would impact their ability to finance the project. Ms. Adkison asked about current ship sizes. Mr. Dick said the dock would be around for 35 to 50 years and that they did not know what the cruise industry would look like then. He said adding restrictions made it more challenging.

Mayor Weldon said the goal of this amendment was to stop additional growth of ships, as all ships currently on the Juneau market fell under this cap. She said she would be fine with this limitation also being applied to the CBJ owned docks.

<u>Roll Call Vote on Amendment #9:</u>

Yeas: Hall, Adkison, Kelly, Hughes-Skandijs, Mayor Weldon

Nays: Bryson, Woll, Steininger, Smith

Motion passed, 5 yeas to 4 nays.

OBJECTION by Mayor Weldon to the main motion for purposes of an amendment.

<u>AMENDMENT #10</u> by Mayor Weldon to add to Section 2 "The Seawalk must remain unobstructed by commercial activities, except for special events or activities" and asked for unanimous consent.

Hearing no objection, motion passed by unanimous consent.

OBJECTION by Mayor Weldon to the main motion for purposes of an amendment.

<u>AMENDMENT #11</u> by Mayor Weldon to add to Section 2 "No rental car facilities, including Turo or other peer-to-peer car rental marketplace services, will be authorized for operation at Aak'w Landing. The applicant will provide a circulator pick up and drop off area for licensed commercial passenger vehicles" and asked for unanimous consent.

Mr. Bryson disclosed that he was a Turo operator. He said the attorney did not believe he had a conflict of interest as he did not operate Turo in the downtown area.

Hearing no objections, motion passed by unanimous consent.

OBJECTION by Mayor Weldon to the main motion for purposes of an amendment.

<u>AMENDMENT #12</u> by Mayor Weldon to add to Section 2 "Huna Totem will be permitted to begin building on city tidelands, with the understanding that any work undertaken is at their own risk, while the parties wait for a decision from the state. Once the state tidelands are conveyed, the City Manager will negotiate an amendment which encompasses the state tideland area" and asked for unanimous consent.

Hearing no objection, motion passed by unanimous consent.

Mayor Weldon resumed being the presiding officer.

Motion to move Ordinance 2025-22, as amended, to the Assembly for Public Hearing passed by unanimous consent.

6. Resolution 3098 A Resolution in Support of the City and Borough of Juneau's Application to Acquire Tideland from the State of Alaska.

Ms. Pierce said this resolution was intended to move along with Ordinance 2025-22, in order for CBJ to officially apply for State tidelands.

MOTION by Ms. Hughes-Skandijs to move Resolution 3098 to the Assembly for Public Hearing and asked for unanimous consent.

Motion passed by unanimous consent.

G. STAFF REPORTS

Ms. McEwen provided updated dates for the 2025 Municipal Election.

H. NEXT MEETING DATE

I. SUPPLEMENTAL MATERIALS

J. ADJOURNMENT

With no further business to come before the Assembly Committee of the Whole, the meeting adjourned at 10:36 p.m.