REGULAR PLANNING COMMISSION AGENDA

February 27, 2024 at 7:00 PM

Assembly Chambers/Zoom Webinar

https://juneau.zoom.us/j/82129669482 or 1-253-215-8782 Webinar ID: 821 2966 9482

A. 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!

B. ROLL CALL

C. REQUEST FOR AGENDA CHANGES AND APPROVAL OF AGENDA

D. APPROVAL OF MINUTES

1. December 12, 2023 Draft Minutes, Regular Planning Commission- **APPROVED**

E. BRIEF REVIEW OF THE RULES FOR PUBLIC PARTICIPATION

F. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

G. ITEMS FOR RECONSIDERATION

H. CONSENT AGENDA

2. **ARF2023 0002**: Alternative Residential Subdivision modification to increase surface parking and modify open space.

   Applicant: Glacier Heights LLC -**APPROVED WITH CONDITIONS AS RECOMMEDED**

   Location: 7400 Glacier Highway

DIRECTOR'S REPORT

The Alternative Residential Subdivision modification to increase surface parking and modify open space proposal eliminates underground parking in Buildings B,C and D, in favor of adding three-bedroom units to the 1- and 2-bedroom mix. The number of units does not change. Building B is moved northward due to unsuitable soils in the southwest corner, and Building B's previous footprint provides parking. Note that affordability bonuses were not a part of the original proposal, and the Commission does not have purview over the ownership style; whether apartments or condominiums.

STAFF RECOMMENDATION

Staff recommends the Planning Commission adopt the director's analysis and findings and APPROVE WITH CONDITIONS the Alternative Residential Subdivision modification to increase surface parking and modify open space for the Ridgeview Subdivision Phase 1, developing 96 dwelling units on approximately three acres at 7400 Glacier Highway in a D18 zone. Final proposed project: 444 units on 19.71 acres.

The approval is subject to the following ongoing conditions:

1. Plan and install a continuous vegetated barrier along the entire length of the development from the platted connection with Vista del Sol Drive along the shared property line to the development's property line at Glacier Highway. The vegetated barrier will be depicted on the preliminary and final plats of each Phase located in this area with an associated plat note. The vegetative buffer will be completed by phase, and required before the Temporary Certificate of Occupancy is issued.

2. The vegetative buffer on the west lot line shall be 15 feet wide, and can be reduced to five (5) feet with fence sufficient to provide a visual and acoustic buffer.

3. Establish unique names for the roadways in the subdivision.

4. Install signage where Vista del Sol Drive and the proposed subdivision road meet, with directional arrows depicting the split.

5. The developer will submit documentation of approval of the mailbox location by the United States Post Office.

6. Snow storage may be modified and approved by the Director if the area of snow storage provided per lot remains the same.

I. UNFINISHED BUSINESS

J. REGULAR AGENDA

3. **USE2023 0009**: Conditional Use Permit approval for Eaglecrest Ski Area's Summer Development Plans

Applicant: Dave Scanlan, Eaglecrest General Manager -**APPROVED WITH CONDITIONS AS RECOMMEDED**

Location: 3000 Fish Creek Road

DIRECTOR'S REPORT

The applicant requests a Conditional Use Permit for amenities at Eaglecrest Ski area, a municipally owned ski area operated as a special revenue fund of the City and Borough of Juneau.

In 2018, Eaglecrest began planning the expansion of summer operations to ensure the long-term, financial sustainability of the ski area. In 2019, the Eaglecrest Summer Operations Task Force was created to better understand the range of business models, costs, and potential revenues from summer operations investments. In 2021, the CBJ Assembly purchased a gondola from Austria, and has subsequently entered into a Revenue Sharing Agreement with Goldbelt, Inc.

Proposed amenities include a new aerial conveyance gondola with three stations and supporting tower structures, a Summit House resort lodge, construction access roads, mountain bike trails, Upper Fish Creek bridge crossings, a picnic pavilion near Cropley Lake, and a snow tubing park.

STAFF RECOMMENDATION

Staff recommends the Planning Commission adopt the Director's analysis and findings and APPROVE the requested Conditional Use Permit. The permit would allow the development of a gondola, Summit House lodge, and other amenities in a Rural Reserve (RR) Zone. Approval is subject to the following conditions:

1. The minimum required setback from the southern CBJ parcel boundary for the Summit House lodge structure is 25-feet.

2. The maximum allowed height is 45 feet.

3. Expand the Lower Nordic Trail parking lot by a minimum of thirty (30) off-street parking spaces.

4. All exterior lighting fixtures shall be of a "full cutoff" design.

5. Prior to issuance of a Temporary Certificate of Occupancy, ESA shall ensure that all drainage, storm water, and stabilization improvements related to specific features and facilities are completed and functioning.

6. ESA shall minimize disturbance to the natural course of streams and drainage ways. Where disturbance is unavoidable, ESA will protect adjacent areas from contamination from storm water runoff and provide a drainage system or structures that will minimize the possibility of sedimentation and soil erosion on-site and downstream and maintain or enhance the general stream characteristics of the stream and its receiving waters.

4. **CSP2023 0001:** City Project Review for Eaglecrest Ski Area's Summer Development Plans

Applicant: Dave Scanlan, Eaglecrest General Manager -**APPROVED WITH CONDITIONS AS RECOMMEDED**

Location: 3000 Fish Creek Road

DIRECTOR'S REPORT

The applicant requests a City Project Review recommendation for amenities at Eaglecrest Ski area, a municipally owned ski area operated as a special revenue fund of the City and Borough of Juneau.

Proposed amenities include a new aerial conveyance gondola with three stations and supporting tower structures, a Summit House resort lodge, construction access roads, mountain bike trails, Upper Fish Creek bridge crossings, a picnic pavilion near Cropley Lake, and a snow tubing park.

STAFF RECOMMENDATION

Staff recommends the Planning Commission adopt the Director's analysis and findings and forward a recommendation of APPROVAL to the CBJ Assembly for the requested gondola, Summit House lodge, and other amenities.

K. OTHER BUSINESS

L. STAFF REPORTS

5. Memo – Long-Term Planning Update

6. Appendix A – Title 49 Comprehensive Plan

7. Appendix B – Blueprint Planning Chart

M. COMMITTEE REPORTS

N. LIAISON REPORT

O. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

P. PLANNING COMMISSION COMMENTS AND QUESTIONS

Q. EXECUTIVE SESSION

R. SUPPLEMENTAL MATERIALS

8. Additional Materials Packet - **2.23.24**

S. 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.gov.

DRAFT MINUTES

Agenda
Planning Commission
Regular Meeting
CITY AND BOROUGH OF JUNEAU
Michael LeVine, Chair
December 12, 2023

I. LAND ACKNOWLEDGEMENT – Read by Paul Voelckers.

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!

II. ROLL CALL

Michael LeVine, Chair, called the Regular Meeting of the City and Borough of Juneau (CBJ) Planning Commission (PC), held in Assembly Chambers of the Municipal Building, virtually via Zoom Webinar, and telephonically, to order at 7:01 p.m.

Commissioners present: Commissioners present in Chambers – Michael LeVine, Chair; Mandy Cole, Vice Chair; Travis Arndt, Clerk; Erik Pedersen, Assistant Clerk; Paul Voelckers; Matthew Bell; Adam Brown; Nina Keller; David Epstein

Commissioners absent: None.

Staff present: Jill Maclean, CDD Director; Irene Gallion, Senior Planner; Jennifer Shields, Planner II; Lily Hagerup, CDD Administrative Assistant; Sherri Layne, Law Assistant Municipal Attorney

Assembly members: Paul Kelly

III. REQUEST FOR AGENDA CHANGES AND APPROVAL OF AGENDA

MOTION: *by Mr. Arndt to amend the agenda, moving item "P. Planning Commission Comments and Questions" to the "G" position.*

The motion passed with no objection.

IV. APPROVAL OF MINUTES

A. November 14, 2023 Draft Minutes, Regular Planning Commission

MOTION: *by Mr. Arndt to approve the November 14, 2023 Planning Commission Regular Meeting minutes.*

The motion passed with no objection.

V. BRIEF REVIEW OF THE RULES FOR PUBLIC PARTICIPATION

VI. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS- None.

VII. PLANNING COMMISSION COMMENTS AND QUESTIONS

Mr. Arndt took this opportunity to thank Mr. LeVine and Mr. Voelckers for their 9+ years of service on the Planning Commission. Each Commissioner in turn seized the moment to elaborate on how much they appreciated the knowledge passed on to them by Mr. LeVine and Mr. Voelckers and lauded their service to the community.

Mr. Voelckers thanked the fellow Commissioners and went on to say that doing what is fair for the community at large is a delicate balancing act which is challenging and rewarding. He encouraged more members of the community to serve.

Mr. LeVine said that he had been reflecting on his time on the PC and how much he learned from veteran members when he started. Over the years he gained an appreciation for the amount of time it takes for staff and the Commission to find the right answer in the [land use] code, or change the code to ensure that important projects are able to move forward. He offered to remain a resource for any Commissioners remaining on the PC.

VIII. ITEMS FOR RECONSIDERATION

IX. CONSENT AGENDA

USE2023 0012:	Conditional Use Permit for the construction of a new single-family dwelling with an accessory apartment on a substandard lot in a D5 zoning district.
Applicant:	Douglas and Cherry Eckland
Location:	5th Street

DIRECTOR'S REPORT

The applicant requests a Conditional Use Permit for the construction of a new single-family dwelling with an accessory apartment on a substandard lot in a D5 zoning district. The accessory apartment will be approximately 544 square feet and located on the first floor.

STAFF RECOMMENDATION

Staff recommends the Planning Commission adopt the Director's analysis and findings and APPROVE Conditional Use Permit USE2023 0012.

MOTION: *by Mr. Arndt to accept staff's findings, analysis, and recommendations, and approve USE2023 0012 after a correction is made to the Staff Report regarding setbacks. The structure meets the five (5) foot side yard setback for the zoning district, and it is a retaining wall that is within the setback.*

The motion passed with no objection.

USE2023 0017:	Conditional Use Permit approval to construct a new 8,940 square foot Food Securities building on a 5.4-acre lot in an Industrial zoning district.
Applicant:	The Central Council of the Tlingit and Haida Indian Tribes of Alaska (CCTHITA)
Location:	Anka Street

DIRECTOR'S REPORT

The Central Council of the Tlingit and Haida Indian Tribes of Alaska (CCTHITA) is requesting Conditional Use Permit approval to construct a new 8,940 square foot Food Securities building on a 5.4-acre lot in an Industrial zoning district. The building will include a commercial kitchen for food processing, cooking, and preparation in support of CCTHITA's catering business.

STAFF RECOMMENDATION

Staff recommends the Planning Commission adopt the Director's analysis and findings and APPROVE with conditions the requested Conditional Use Permit.

MOTION: *by Mr. Arndt to accept staff's findings, analysis, and recommendations, and approve USE2023 0017.*

The motion passed with no objection.

X. UNFINISHED BUSINESS

XI. REGULAR AGENDA

USE2023 0008:	Conditional Use Permit request for a new six (6) story, 72-Unit Multi-Family Housing Development. **CONTINUED FROM 10/24 PC.**
Applicant:	Steve Soenksen
Location:	Gastineau Avenue

Mr. Arndt declared a conflict and recused himself.

Mr. LeVine asked Mr. Voelckers if he was up to speed on this agenda item since he was not present at the meeting from which this item was continued. Mr. Voelckers confirmed that he was.

DIRECTOR'S REPORT

The applicant requests a Conditional Use Permit to create a six (6) story, 72-unit multi-family structure in a Mapped Moderate Landslide and Avalanche Hazard Area. A Hillside Endorsement from the Planning Commission is also required. The project site consists of three (3) vacant lots in a mixed-use zoning district. In support of this application, the applicant is in the process of consolidating the three (3) lots into one (1) lot, to eliminate the proposed structure crossing internal side lot lines. The Lot Consolidation may be approved at the Director level. In October 2022, the CBJ Assembly approved the appropriation of $700,000 from the Juneau Affordable Housing Fund for the project.

STAFF RECOMMENDATION

Staff recommends the Planning Commission adopt the Director's analysis and findings and DENY Conditional Use Permit USE2023 0008.

Director Maclean brought attention to the memo from Chief Etheridge, Capital Fire and Rescue (CCFR).

Ms. Cole asked Ms. Maclean to identify the owners of the land that a haul road runs through that could potentially become a second access point to the proposed building site, connecting Gastineau Avenue to Thane Road. Ms. Maclean responded that the land is not owned by CBJ and is in hazard zones.

Mr. Voelckers elaborated that at the last meeting, Ms. Maclean explained that installing a road in a hazard zone would create liability for CBJ and wondered where the distinction is between the liability that already exists to CBJ by maintaining Gastineau Ave., and where the road might possibly extend to. Ms. Maclean explained that situations and knowledge change over time and what may have been acceptable in the past would not be acceptable under current standards. She went on to say that, while extending the road is in the Capital Improvement Projects plan, it is not scheduled to be looked at until FY28 and would likely not remain a high priority for CBJ.

Steve Soenksen, the applicant, presented to the PC. He started by addressing the unanswered questions from the Commission during the last meeting. Public safety concerns will be addressed through site building and project design. For pedestrian access, the Bulger Way staircase could be extended. This would provide second egress for normal and emergency use from S. Franklin St. The applicant would construct the staircase to current standards with the understanding that CBJ would take over maintenance of the staircase for public use once constructed.

Mr. Soenksen said he was in contact with a company that uses the land that extends past the end of Gastineau Ave., and they would be amenable to allowing second access to the proposed project site during construction and for emergency purposes. The use agreement would be contingent on restricted access, maintenance, drainage, snow removal, etc.

The lighting plan has been amended to address previous Commission concerns. A detailed snow removal plan was submitted. A few on-site parking spaces will be provided, but the Marine Parking Garage (MPG) is located within several hundred feet and will likely be utilized by the tenants.

Further information was provided to illustrate stability mitigation measures. James Bibb, project engineer, was available to answer any engineering or design questions. The site will be stabilized in two phases before construction begins on the building. Most of the material excavated from the site will be used as back-fill for the walls. The building will cover about 90% of the site and drainage will be designed so as not to compromise the stability of the structure.

Commissioners asked questions about traffic circulation and congestion, parking, and snow removal.

Mr. Soenksen responded that this development is intended as mostly seasonal workforce housing. It is not expected that every tenant will own a vehicle and drop off/ pick up traffic circulation was accounted for in the design planning. Additionally, all units will be furnished and move-in ready, so moving trucks blocking traffic circulation is not an anticipated nuisance. There will be a seasonal area used for covered outdoor recreation area and bicycle parking in the summer, and snow storage in the winter.

Mr. LeVine asked questions related to the Hillside Endorsement. Mr. Soenksen responded stating, while not required for this zoning district, setback will be implemented for drainage and maintenance purposes, replacing as much vegetative cover as possible.

Ms. Maclean asked the applicant if he had reached out to CBJ Parks and Recreation to confirm whether a lease agreement would be available for parking at MPG. Mr. Soenksen responded that he had not reached out to that department directly but had become familiar with the facility policies and thinks parking would be available for tenants.

PUBLIC COMMENT-

Jenna Guenther- She sees a lot of clarification within the additional materials submitted by the applicant, but not a lot of the concerns that were brought up at the last meeting have been addressed, especially regarding the concerns brought up by the abutting property owners as to hillside slippage, property damage, and access issues. She noted that MPG is frequently sold to capacity for the entire summer season and doesn't believe parking there would be a reasonable option for tenants.

Richard Etheridge, Fire Chief for CCFR- Development of this project would exacerbate issues that CCFR already deals with. Many times, it is not possible to get a fire engine all the way down Gastineau Ave. due to large vehicles being parked along the road, or snow removal berms causing cars to be parked further out in the roadway in the wintertime. There have been instances where the fire engine has had to park at the Baranof Hotel and fire crews riding up in an ambulance, or fire crews and medics having to ride to the site of an emergency in a pickup truck. There is no turnaround at the end of Gastineau Ave. The space next to the fire hydrant that CCFR has been using is experiencing bank sloughing, which decreases the size of the available turnaround area. There are frequently abandoned or illegally parked vehicles in the area, which compounds the problem. Once a fire engine makes the turn to proceed up Gastineau Ave., it takes no less than 20 minutes to travel to the end of the road, turn around, and make it out of the area to proceed to any subsequent emergency calls because of difficulties with turning and how narrow the street is. Bulger Way was mentioned by the applicant as a potential for secondary emergency access. This is not considered acceptable fire access or as egress for getting people out of the building in an emergency. There would not be enough room to maneuver a fire apparatus to conduct emergency operations in the area. A 20-foot clear road is required by fire code, which many parts of Gastineau Ave. do not meet already. CCFR frequently responds to medical calls on Gastineau Ave. in addition to broken sprinkler systems and landslides.

Mr. Epstein asked if construction of the haul road throughway would resolve the safety concerns of Chief Etheridge. Maintaining permanent, year-round access would resolve the safety concerns. There would have to be assurances in any agreement that access would not be revoked.

Ms. Cole and Mr. Pedersen pointed out that, if the plans for the building do not meet code, then the project would not be cleared for a permit and construction could not commence. Mr. Etheridge confirmed that, if this project were submitted as presented, it would not be able to obtain approval because of the access issues.

Mr. Brown asked why CCFR does not own a fire engine suitable for use in the downtown district and if there was alternative equipment that would be better suited to address the situation. Mr. Etheridge explained that mini pump trucks do not have the same water capacity as a standard size truck. CCFR has two engines on order that are nine inches narrower than the existing equipment. There are the smallest trucks available in the U.S.

Ke Mell- She is familiar with the project because she has discussed the project informally with the applicant and believes that this project would be a huge asset to the downtown district in terms of housing. She wants to see the project move forward. She acknowledged the significant technical challenges of the project but does not believe they are insurmountable.

ADDITIONAL TESTIMONY FROM THE APPLICANT

Mr. Soenksen stated that the safety concerns are being addressed as a design challenge. Elements will be added that will assist the fire department by fighting fires within the building. The building will be fully sprinkled and the building will be constructed of noncombustible material.

MOTION: *by Ms. Cole to approve USE2023 0008, Conditional Use Permit for the development of a 72-unit, six-story multi-family structure in downtown Juneau with the following conditions:*

MOTION: amendment *by Mr. LeVine to add a condition "12. Prior to issuance of a building permit, an agreement shall be reached with CCFR to satisfy emergency equipment access requirements."*

Mr. LeVine justified the amendment by saying that the PC should be on record as being concerned about this particular issue and there should be a path forward for CCFR and the applicant to work together towards a resolution to this issue. Mr. Pedersen stated that he does not support the amendment because design features like hose connections within the structure and sprinklers could negate the need for a second access point.

No- Cole, Pedersen, Brown, Bell

Yes- Epstein, Keller, Voelckers, LeVine

Motion to amend fails 4-4.

Ms. Cole said that she could have supported the amendment if the word "access" was removed because it implied road access. She would support a more broadly worded motion.

MOTION: amendment *by Mr. Pedersen to add condition "12. Prior to issuance of a Building Permit, an agreement shall be reached with Capital City Fire and Rescue (CCFR) to satisfy emergency response requirements."*

The motion passed with no objection.

1. Prior to issuance of a Temporary Certificate of Occupancy, an exterior, bear-resistant trash receptacle shall be provided.

2. Prior to the issuance of a grading permit or building permit, the applicant shall obtain a right-of-way permit from Engineering and Public Works for improvements within Gastineau Avenue.

3. Prior to the issuance of a Temporary Certificate of Occupancy, wheel stops shall be installed to define parking spaces.

4. Prior to the issuance of a Temporary Certificate of Occupancy, CBJ-approved signage shall be posted for the accessible parking space.

5. Prior to the issuance of a Temporary Certificate of Occupancy, all pavement markings, including directional arrows, parking space stripes, and other markings shown on the project site plan shall be applied to the parking and circulation area.

6. Prior to the issuance of a Temporary Certificate of Occupancy, covered bicycle racks providing spaces for at least twenty-six (26) bicycles shall be provided. The rack(s) shall be permanently affixed to the ground, building, or other permanent fixture, and shall be located so that parked bicycles do not encroach into a pedestrian walkway or vehicle area. Covered bicycle racks shall, at a minimum, be designed in accordance with the standards listed in the JNMTP.

7. Prior to the issuance of a grading permit or building permit, the applicant shall obtain a right-of-way permit from Engineering and Public Works for improvements within Bulger Way. A bond or other financial warranty shall be provided by the applicant according to the provisions of CBJ 49.55.010 prior to construction. The bond shall be administered by Engineering and Public Works.

8. Prior to the issuance of a Temporary Certificate of Occupancy, pedestrian stairway access shall be installed to the project site within the Bulger Way right-of-way and accepted by Engineering and Public Works.

9. Prior to the issuance of a Temporary Certificate of Occupancy, sufficient exterior lighting must be provided along the extension of the Bulger Way stairway to permit safe pedestrian access.

10. All exterior light fixtures shall be of a "full cutoff" design and located to minimize offsite glare.

11. All construction activities which impede or limit reasonable emergency response vehicle access shall be coordinated in advance with Capital City Fire and Rescue (CCFR) for an acceptable plan and timeline.

12. Prior to issuance of a Building Permit, an agreement shall be reached with Capital City Fire and Rescue (CCFR) to satisfy emergency response requirements.

Further, the Commission adopted the Director's Findings 1, 2, and 5 from the staff report dated October 17, 2023, and revised Findings 3, 4, and 6, as stated below:

Finding 3: Will the proposed development comply with the other requirements of this chapter?

Yes. The proposed development will comply with Title 49 regarding traffic, parking, non-motorized transportation, exterior lighting, snow storage, and hillside development. The design of the structure is appropriate for the existing topography, including the difficult slope. The engineering principles applied

will provide a safe hillside development. This is an unusual case for a hillside endorsement because the site is zoned MU (Mixed Use), which is the densest zoning in the Borough with 0-foot setbacks, which means there will be relatively little soil remaining on the site. The applicant has met both the intent and the legal requirements of the Hillside Endorsement code. Based upon the new, additional information and discussion during the hearing, the hillside endorsement requirements for vegetative cover and replanting are intended to be met.

Finding 4: Will the proposed development materially endanger the public health, safety, or welfare?

No. Per existing and newly adopted hazard code, this development is appropriate for this site. The code does not require specific additional mitigation for this site, which is not in a severe or moderate avalanche area. Any necessary mitigation would have been addressed through the planning that satisfies the hillside endorsement. There are no additional, specific mitigating measures required to maintain health and safety. In addition, as conditioned, the development may not occur until all Capital City Fire and Rescue requirements for emergency response are addressed.

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

Yes. CDD's finding of 'No' was predicated on the idea that the 2013 Comprehensive Plan recommends limiting development in landslide and avalanche hazard areas. As explained above, the existing and newly adopted hazard code allows for this development at this site, and emergency response requirements must be addressed. The proposal would increase affordable housing, which is one of the primary city- wide goals as expressed in adopted plans.

Mr. Voelckers spoke in support of the motion and findings. He feels that the applicant has done the research regarding the engineering analysis required for the hillside endorsement. Mr. LeVine also spoke to the fact that the requirements for vegetative cover and replanting intend to be met by the applicant. It has been a priority of myriad CBJ groups to find a way to increase housing, especially downtown, and this has historically been a site for successful housing.

Ms. Keller spoke against the motion. Ultimately, the proposed site of this development is in a hazard zone regarding mass wasting. Mr. LeVine responded that the Assembly passed an ordinance to deregulate landslide hazard areas, so there will be no prohibitions in code preventing the development. Ms. Cole also reminded the Commission that if the project does not meet code, then a building permit would not be issued for the project to commence.

Ms. Cole stated that she supports the ingenuity and perseverance that went into designing this project. She does not refute the problems on Gastineau Ave. require a solution that goes beyond what one project can provide. The ultimate goal is to change the way downtown is used to increase the way residents live downtown, decrease the amount of driving downtown, and make sure that the PC is working to meet the goals established by Blueprint Downtown and some of the other CBJ plans.

Mr. Epstein spoke in support of the findings and said that a lot of the concerns have been ameliorated through the design of the project.

Mr. Pederson and Mr. LeVine spoke in support of the motion.

Yes- Cole, Epstein, Brown, Bell, Voelckers, Pedersen, LeVine

No- Keller

The motion passes 7-1.

XII. OTHER BUSINESS

Mr. Pedersen recused himself.

APL2023 0005: An appeal of Director's determination regarding SLC2023 0002 – consideration whether to accept the appeal per CBJ 49.20.110.

Applicant: Howard Andrew Graves

MOTION: *by Ms. Cole to accept APL2023 0005 for a hearing on-the-record.*

The motion passed with no objection. The appeal is accepted.

Ms. Keller was appointed as the presiding officer by Chair LeVine. Ms. Layne cautioned PC members from discussing the appeal amongst themselves.

XIII. STAFF REPORTS

Ms. Maclean will have drafted code language regarding Accessory Dwelling Units out to the PC this week in preparation for the Title 49 Committee Meeting next week. Hazard maps were adopted by the Assembly at the previous evening's meeting and will become effective in 30 days. She requested feedback from the PC regarding when to provide new member/ refresher training during one of the scheduled January meetings. Minta Montalbo has been promoted from Administrative Officer to Senior Planner to focus on the Comprehensive Plan and Long-Term Planning. Ilsa Lund has been promoted from Administrative Assistant to Planner I to join the Short-Term Planning team. Before work on the Comprehensive Plan begins, Blueprint Downtown and the South Douglas/ West Juneau plans will be completed. The engineering team in charge of the Telephone Hill redevelopment project has a survey out now trying to reach a broader audience for input. At the Assembly Retreat, the Assembly focused on housing, city-lead development, and the land use code. A full rewrite of Title 49 is a priority for the Assembly. Contractors will be utilized in specific fields of expertise to support staff with the rewrite. The projected timeline for the rewrite is 3-5 years.

XIV. COMMITTEE REPORTS

Mr. Arndt stated that the Title 49 Committee will hold a regularly scheduled meeting to discuss changes to the Accessory Dwelling Unit code.

XV. LIAISON REPORTS

Mr. Kelly thanked Ms. Maclean for going over the Assembly Retreat and the changes to the hazard maps. The Assembly is getting ready to take action on affordable housing. At the November 6, 2023 Assembly Lands, Housing, and Economic Development Committee meeting, members decided to recommend the

top two projects to the full Assembly, which put the fund $1.6 million over budget. An ordinance was recommended to increase the available funding for that project. New appointments will be made to vacant board and commission seats later in the week.

XVI. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS- None.

XVII. EXECUTIVE SESSION N/A

XVIII. SUPPLEMENTAL MATERIALS

6. **Additional Materials Packet**

XIX. ADJOURNMENT- 9:41 p.m.

DRAFT

Planning Commission
(907) 586-0715
PC_Comments@juneau.gov
www.juneau.org/community-development/planning-commission
155 Heritage Way • Juneau, AK 99801

PLANNING COMMISSION
NOTICE OF DECISION

Date: February 28, 2024
File No.: ARF2023 0002

Glacier Heights LLC
445 N 2000 W, #7
Springville, UT 84663-3337
accounts@pci1980.com

Proposal:	Alternative Residential Subdivision modification to increase surface parking and modify open space.
Property Address:	7400 Glacier Highway
Legal Description:	USS 1568 TR B1
Parcel Code No.:	5B1401010010
Hearing Date:	February 27, 2024

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated February 20, 2024, and approve with conditions the Alternative Residential Subdivision Final Plan for Alternative Residential Subdivision Modification to increase surface parking and modify open space, to be conducted as described in the project description and project drawings submitted with the application and with the following ongoing conditions :

1. Plan and install a continuous vegetated barrier along the entire length of the development from the platted connection with Vista del Sol Drive along the shared property line to the development's property line at Glacier Highway. The vegetated barrier will be depicted on the preliminary and final plats of each Phase located in this area with an associated plat note. The vegetative buffer will be completed by phase, and required before the Temporary Certificate of Occupancy is issued.
2. The vegetative buffer on the west lot line shall be 15 feet wide, and can be reduced to five (5) feet with fence sufficient to provide a visual and acoustic buffer.
3. Establish unique names for the roadways in the subdivision.

4. Install signage where Vista del Sol Drive and the proposed subdivision road meet, with directional arrows depicting the split.
5. The developer will submit documentation of approval of the mailbox location by the United States Post Office.
6. Snow storage may be modified and approved by the Director if the area of snow storage provided per lot remains the same.

Attachments: February 20, 2024 memorandum from Irene Gallion, Community Development, to the CBJ Planning Commission regarding ARF2023 0002.

February 27, 2024 Additional Materials, memo from the Alaska Department of Transportation and Public Facilities.

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

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

Effective Date: The permit is effective upon approval by the Commission, February 28, 2024

Expiration Date: The permit will expire 18 months after the effective date, or August 28, 2026, if no Building Permit has been issued and substantial construction progress has not been made in accordance with the plans for which the development permit was authorized. Application for permit extension must be submitted thirty days prior to the expiration date.

mandy cole
Mandy Cole, Chair
Planning Commission

3/25/26
Date

Lily Hagerup
Filed With City Clerk

3/27/2024
Date

cc: Plan Review

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

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

PLANNING COMMISSION STAFF REPORT
ALTERNATIVE RESIDENTIAL SUBDIVISION PLAN: ARF2023 0002
HEARING DATE: FEBRUARY 27, 2024

(907) 586-0715
CDD_Admin@juneau.gov
www.juneau.org/community-development
155 Heritage Way • Juneau, AK 99801

DATE: February 20, 2024

TO: Mandy Cole, Chair, Planning Commission

BY: Irene Gallion, Senior Planner

THROUGH: Jill Lawhorne, Director, AICP

PROPOSAL: Alternative Residential Subdivision Modification to increase surface parking and modify open space.

STAFF RECOMMENDATION: Approval with conditions.

KEY CONSIDERATIONS FOR REVIEW:

- The Commission must approve plan changes unless authority is passed on to the Director in a condition.
- Garage parking is eliminated in Buildings B, C and D to provide 3-bedroom units, in addition to the 1- and 2-bedroom units previously proposed.
  - Surface parking is increased to account for the garage spaces lost.
  - The number of units remains the same.
- Building B is moved north for more favorable soil conditions.
- Proposal maintains minimum open space required for the density bonus.

GENERAL INFORMATION	
Property Owner	Glacier Heights LLC
Applicant	Glacier Heights LLC
Property Address	7400 Glacier Highway
Legal Description	USS 1568 TR B1
Parcel Number	5B1401010010
Zoning	D18
Lot Size	858,568 square feet, 19.71 acres
Water/Sewer	CBJ
Access	Old Glacier Highway
Existing Land Use	Residential
Associated Applications	BLD20230376: First structure of 24 units ARF2023 0001: Plan modification ARF2022 0001: Original plan approval SMP2021 0001: Preliminary plat approval

ALTERNATIVE ACTIONS:

1. **Amend:** amend the approval to require conditions.
2. **Deny:** deny the permit and adopt new findings for items 1-3 below that support the denial.
3. **Continue:** to a future meeting date if determined that additional information or analysis is needed to make a decision, or if additional testimony is warranted.

ASSEMBLY ACTION REQUIRED:

Assembly action is not required for this permit.

STANDARD OF REVIEW:

- Quasi-judicial decision
- Requires five (5) affirmative votes for approval
- Code Provisions:
  - CBJ 49.15.900
  - CBJ 49.15.920
  - CBJ 49.15.950
  - CBJ 49.80

The Commission shall hear and decide the case per CBJ 49.15.900 - Purpose. *The general purpose of this article is to provide reasonable minimum standards and procedures for unit-lot residential communities in which all or some of the lots do not substantially conform to the minimum requirements for a traditional subdivided lot. This article provides a housing option to allow dwellings on unit-lots to be conveyed by long-term leases, less than fee-simple ownership, or fee-simple ownership, including condominium and other common-interest communities*

And per CBJ 49.15.930(a) - *A proposed alternative residential subdivision shall be reviewed according to the requirements of section 49.15.330, conditional use permit, and in the case of an application proposing a change in the number or boundaries of unit-lots, section 49.15.402, major subdivisions, except as otherwise provided in this article. Approval shall be a two-step process, preliminary plan approval and final plan approval. In cases involving a change in the number or boundaries of unit-lots, the preliminary and final plat submissions required by section 49.15.402 shall be included with the preliminary and final plan submissions required by this chapter.*

SITE FEATURES AND ZONING

SURROUNDING ZONING AND LAND USES	
North (D5)	Vacant
South (D15)	Old Glacier Highway
East (D5)	Vacant
West (D5)	Residential

SITE FEATURES	
Anadromous	No
Flood Zone	No
Hazard	None mapped
Hillside	Yes
Wetlands	Yes
Parking District	No
Historic District	No
Overlay Districts	Mining Exclusion

BACKGROUND INFORMATION

Project Description – The Applicant requests Alternative Residential Subdivision Modification to increase surface parking and modify open space (**Attachment A**).

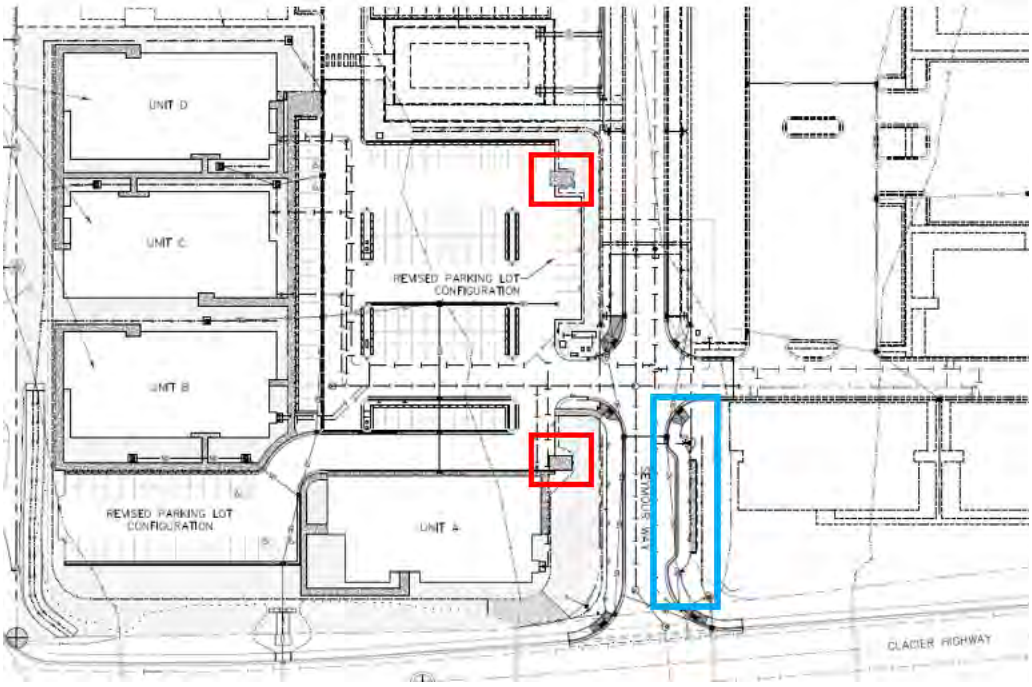
- The original submission under this application (pages 1 through 64) included surface parking increases.
- The revised submission under this application (pages 65 and 66) included relocation of Building B, and a new parking plan.
- Revised homeowners association documents are included (pages 67 through 120).

Changes include:

- Elimination of underground parking in Buildings B, C and D, increasing surface parking.
- Relocation of Building B northward (away from Glacier Highway).
- Use of Building B's previous footprint for parking.
- Updated Homeowner Association documents.

The United States Postal Service (USPS) and garbage accommodation have been key issues in previous Commission approvals.

- The current mailbox location is next to a pullout on Seymour Way (blue box, below). The USPS has given verbal approval. Written approval is pending.
- The garbage location has been approved (red boxes, below).



The final plat associated with this development will include a Commission-conditioned note:

> A FIFTEEN (15) FOOT VEGETATED BUFFER IS REQUIRED ALONG THE WEST LOT LINE. THE BUFFER CAN BE REDUCED TO FIVE (5) FEET WITH A FENCE SUFFICIENT TO PROVIDE A VISUAL AND ACOUSTIC BUFFER (SMP2022 0001, proposed Plat Note 3).

A reminder that the ownership style (whether apartments or condominiums) is outside the purview of the Commission. Affordability bonuses [CBJ 49.15.920(e)(3)(c)] were not used for the original approval.

Background -

An Alternative Residential Subdivision consists of two tracts:

- The Plan considers layout, density, lot coverage, open space, access provision, drainage, and density bonuses. The Plan is the subject of this permit.
- The Plat documents legal land ownership and use. The preliminary plat was approved under SMP2021 0001. The final plat is anticipated before the Commission in March or April of 2024.

Project development yielded geotechnical details required modification of the original plan (ARF2022 0001). Further modification is anticipated as development continues.

- The first modification (ARF2023 0001) relocated Building D from the east to the west of the lot, and changed the orientation (red arrows below). Drainage was modified.
- This second modification (this application) proposes moving Buildings B, C and D northward. Parking is relocated parking to the southwest of the lot. Soils in the southwest corner are unsuitable for a multi-family apartment-style structure.

Market conditions have resulted in modification to the structures, foregoing underground parking in favor of a unit mix that includes three-bedroom units in addition to the one- and two-bedroom units originally proposed.

The table below summarizes history for the proposed development.

Item	Summary
ARF2022 0001	Approval of the development plan – includes five phases and an eventual 444 units. Approved December 12, 2022.

Item	Summary
SMP2022 0001	Preliminary plat submitted with the proposal above. The preliminary plat has been approved. A final plat is anticipated before the Commission in March or April.
ARF2023 0001	Relocation of Building D toward the west lot line. Approved February 28, 2023.
BLD2023 0333	Grading permit for entire development.
BLD2023 0376	New 24-plex.
Juneau Affordable Housing Fund (2022)	$1,200,000 loan for 24 market rate units.

ANALYSIS

Compliance with Title 49 - The original approval included analysis of access and density [CBJ 49.15.920].

The design change impacts parking, and therefore open space. Mail and trash provision are reviewed due to possible layout impacts.

Parking. Multi-family parking requirements are based on the number of bedrooms in the units.

- The addition of three-bedroom units has increased the number of *off-street* parking spaces required.
- The elimination of parking garages has increased the number of *surface* parking spaces required.

The applicant has provided a parking analysis in their narrative (**Attachment A**, page 62), which staff has verified. In Phase 1, the modifications made require 122 off-street parking spaces, with 5 ADA spaces. The revised parking plan provided (**Attachment A,** page 65) conforms.

Lot coverage. When considering an Alternative Residential Subdivision, lot coverage is considered across the entire development. On large lots this facilitates denser development on more appropriate land.

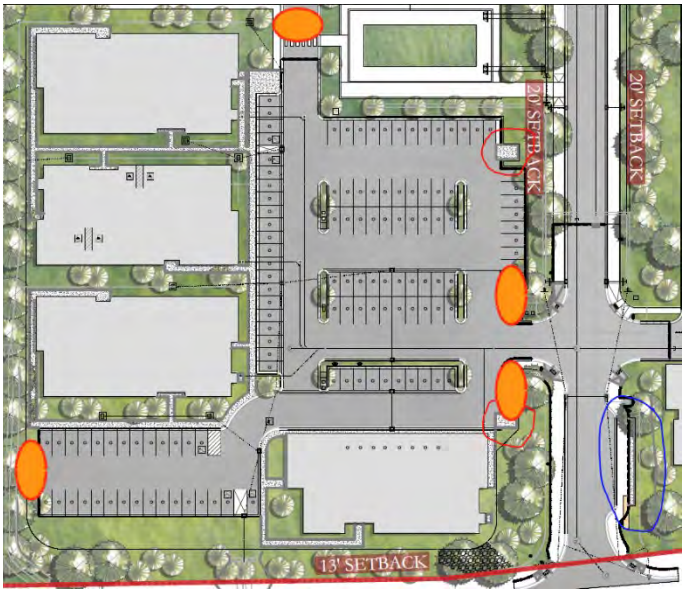
The Applicant used open space toward a 25 percent density bonus. The new configuration provides 45 percent lot coverage, maintaining the minimum 30% open space used to determine density bonuses (**Attachment B**).

Ongoing Conditions of Approval -

Attachment C shows the evolution of conditions through the preliminary plan, final plan, and first modification to the final plan. Ongoing conditions that are recommended in this report include:

Condition	Status	Summary
For each Final Plan, provide updated off-street parking plans that show required ADA spaces, or denote if they are included in garage parking.	☒Met ☐Unmet ☐On-going	Attachment A, page 65.
Plan and install a continuous vegetated barrier along the entire length of the development from the platted connection with Vista del Sol Drive along the shared property line to the development's property line at Glacier Highway. The vegetated barrier will be	☐Met ☐Unmet ☒On-going	The modification considered under ARF2023 0003 includes this buffer. The following plat note will be included in the final plat: A FIFTEEN (15) FOOT VEGETATED BUFFER IS REQUIRED ALONG THE WEST LOT LINE. THE

Condition	Status	Summary
depicted on the preliminary and final plats of each Phase located in this area with an associated plat note. The vegetative buffer will be completed by phase, and required before the Temporary Certificate of Occupancy is issued.		BUFFER CAN BE REDUCED TO FIVE (5) FEET WITH A FENCE SUFFICIENT TO PROVIDE A VISUAL AND ACOUSTIC BUFFER (SMP2022 0001, proposed Plat Note 3).
The vegetative buffer on the west lot line shall be 15 feet wide, and can be reduced to five (5) feet with fence sufficient to provide a visual and acoustic buffer.	☐Met ☐Unmet ☒On-going	See above.
Establish unique names for the roadways in the subdivision.	☐Met ☐Unmet ☒On-going	The final plat will show the roadway name Seymour Way, per USPS's request.
Install signage where Vista del Sol Drive and the proposed subdivision road meet, with directional arrows depicting the split.	☐Met ☐Unmet ☒On-going	During construction of the connection between Seymour Way and Vista del Sol Drive, anticipated after 100 units are constructed (fire code requirement for second access).
The developer will submit documentation of approval of the mailbox location by the United States Post Office.	☐Met ☐Unmet ☒On-going	The USPS has been involved in discussions regarding the location of the mail boxes along Seymour Way. Documented approval pending.
Snow storage may be modified and approved by the Director if the area of snow storage provided per lot remains the same.	☐Met ☐Unmet ☒On-going	As parking is modified, the Director will consider snow storage locations, which may change as parking is further developed. The orange circles in the graphic below show snow disposal locations under consideration. Snow removal companies are providing input.



Homeowners' Association – Per CBJ 49.15.950(b) the formation of a homeowners' association (HOA), or similar entity is required. An updated HOA analysis is in **Attachment D.**

Topic and Code Reference	Summary	Complies
CBJ 49.15.950(b)(1) Preparation	*The articles of incorporation and bylaws of the homeowners' association, required under A.S. 34.08 or this chapter, shall be prepared by a lawyer licensed to practice in the state.* **J. Taylor Rounds, Bar # 1111087, McCollum & Rounds, LLC.**	☒ Yes ☐ No ☐ N/A
CBJ 49.15.950(b)(2) Responsibilities	*The homeowners' association shall be responsible for the maintenance of open space, water and sewer utilities, and stormwater control features and drainages. The association documents shall specify how any other common facilities shall be operated and maintained. The association documents shall require homeowners to pay periodic assessments for the operation, maintenance and repair of common facilities. The documents shall require that the governing body of the association adequately maintain common facilities.* **Attachment D outlines where each requirement is addressed in the document.**	☒ Yes ☐ No ☐ N/A
CBJ 49.15.950(b)(3) Phased Development	*If the alternative residential subdivision is phased, the association documents shall specify how the cost to build, operate, and maintain improved open space and common facilities shall be apportioned among homeowners of the initial phase and homeowners of later phases.* **Article VIII (when Exhibit A-2 is created for the bylaws).**	☒ Yes ☐ No ☐ N/A
CBJ 49.15.950(b)(4) Recording	*The homeowners' association documents shall be recorded with the approved final plat.* **CBJ requires executed documents for recording the final plat. The Declaration acknowledges the ongoing responsibility to record amendments in Section 15.4.**	☒ Yes ☐ No ☐ N/A

AGENCY REVIEW

CDD conducted an agency review comment period between January 12, 2024 and February 5, 2024 (**Attachment E**). No comments were received.

The Applicant is engaged in ongoing discussions with the Alaska Department of Transportation and Public Facilities (ADOT&PF) regarding a driveway permit from Glacier Highway. ADOT&PF did not comment on this application. ADOT&PF will permit the driveway when their standards are met.

PUBLIC COMMENTS

CDD conducted a public comment period between January 16, 2024 and February 5th, 2024. Public notice was mailed to property owners within 500 feet of the lot (**Attachment F**). A public notice sign was also posted on-site two weeks prior to the scheduled hearing (**Attachment G**). One public comment was received (**Attachment H**).

Name	Summary
Southeast Alaska Land Trust	Consider downstream impacts on wetlands mitigation.

FINDINGS

Final plan approval criteria - Per CBJ 49.15.950 the director makes the following findings:

1. ***Has the applicant complied with any conditions required in the notice of decision approving the preliminary plan?***

   Analysis: No additional analysis required.

   Finding: Yes. All conditions of preliminary plan approval have been met or are operational/on-going.

2. ***Has the applicant submitted homeowners' association (HOA), or similar, documents to be recorded with the final plat?***

   Analysis: A new HOA has been submitted with this proposed modification, and analyzed for compliance with code.

   Finding: Yes. The applicant has submitted HOA documents to be recorded with the Alternative Residential Subdivision final plat.

3. ***Does the final plan substantially conform to the approved preliminary plan and requirements of CBJ Title 49.15 Article 900?***

   Analysis: No further analysis required.

   Finding: Yes. The final plan substantially conforms to the approved preliminary plan.

RECOMMENDATION

Staff recommends the Planning Commission adopt the director's analysis and findings and **APPROVE WITH CONDITIONS** the Alternative Residential Subdivision modification to increase surface parking and modify open space for the Ridgeview Subdivision Phase 1, developing 96 dwelling units on approximately three acres at 7400 Glacier Highway in a D18 zone. Final proposed project: 444 units on 19.71 acres.

The approval is subject to the following ongoing conditions:

1. Plan and install a continuous vegetated barrier along the entire length of the development from the platted connection with Vista del Sol Drive along the shared property line to the development's property line at Glacier Highway. The vegetated barrier will be depicted on the preliminary and final plats of each Phase located in this area with an associated plat note. The vegetative buffer will be completed by phase, and required before the Temporary Certificate of Occupancy is issued.
2. The vegetative buffer on the west lot line shall be 15 feet wide, and can be reduced to five (5) feet with fence sufficient to provide a visual and acoustic buffer.
3. Establish unique names for the roadways in the subdivision.
4. Install signage where Vista del Sol Drive and the proposed subdivision road meet, with directional arrows depicting the split.
5. The developer will submit documentation of approval of the mailbox location by the United States Post Office.
6. Snow storage may be modified and approved by the Director if the area of snow storage provided per lot remains the same.

STAFF REPORT ATTACHMENTS

Item	Description
Attachment A	Application Packet
Attachment B	Open Space Verification
Attachment C	Conditions Review
Attachment D	HOA Analysis
Attachment E	Comments requests
Attachment F	Public Notice
Attachment G	Public Notice Sign
Attachment H	Public comments

Ridgeview Subdivision, Phase 1

7400 Glacier Highway

ARF Amendment 2 Application

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CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

DEVELOPMENT PERMIT APPLICATION

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

To be completed by Applicant

PROPERTY LOCATION

Physical Address
7400 Glacier Highway

Legal Description(s) (Subdivision, Survey, Block, Tract, Lot)
USS 1568, Tract B1

Parcel Number(s)
5B1401010010

☐ This property located in the downtown historic district
☐ This property located in a mapped hazard area, if so, which _____

LANDOWNER/ LESSEE

Property Owner	Contact Person
Glacier Heights Juneau, LLC	Garrett Johnson

Mailing Address	Phone Number(s)
445 N 2000 W, Suite 7, Springville, UT 84663	(801) 262-9315
E-mail Address: garrett@pci1980.com	

LANDOWNER/ LESSEE CONSENT Required for Planning Permits, not needed on Building/ Engineering Permits

I am (we are) the owner(s)or lessee(s) of the property subject to this application and I (we) consent as follows:

A. This application for a land use or activity review for development on my (our) property is made with my complete understanding and permission.
B. I (we) grant permission for officials and employees of the City and Borough of Juneau to inspect my property as needed for purposes of this application.

X _____ Landowner/Lessee Signature — 12/01/23 Date

X _____ Landowner/Lessee Signature — _____ Date

NOTICE: The City and Borough of Juneau staff may need access to the subject property during regular business hours and will attempt to contact the landowner in addition to the formal consent given above. Further, members of the Planning Commission may visit the property before the scheduled public hearing date.

APPLICANT If the same as OWNER, write "SAME"

Applicant	Contact Person
Same	

Mailing Address	Phone Number(s)
E-mail Address	

X _____ Applicant's Signature — _____ Date of Application

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

No fee - See ARP22-01, ARF22-01

This form and all documents associated with it are public record once submitted.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Case Number	Date Received	Intake Initials
ARF23-002	12/1/23	

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

ALTERNATIVE RESIDENTIAL SUBDIVISION APP

See reverse side for more information regarding the permitting process and the materials required for a complete application.

NOTE: Must be accompanied by a DEVELOPMENT PERMIT APPLICATION form.

To be completed by Applicant

PROJECT SUMMARY

Ridgeview Phase 1 creates a public right of way called Seymour Way along with 4 Unit Lots with 96 dwelling units and the required parking and open space on approximately 3.2 acres.

TYPE OF ALTERNATIVE RESIDENTIAL SUBDIVISION APPROVAL REQUESTED

(please see submittal requirements on reverse)

- ☐ Alternative Residential Subdivision (ARP) Preliminary Plan Approval
- ☐ Alternative Residential Subdivision (ARF) Final Plan Approval (or Extension)
- ☐ Amendment to Approved (ARP) Preliminary Plan*
- ☑ Amendment to Approved (ARF) Final Plan*

* Minor amendments will be reviewed by the Director; Major amendments will be reviewed by the Planning Commission.

LEGAL DESCRIPTION(S) OF PROPERTY INVOLVED

Number of Existing Parcels 1 Total Land Area 3.2 acres Number of Resulting Parcels 1

PROPOSED USE OF LAND AND BUILDING(S)

Zoning District(s) D18

Right-of-Way Frontage Proposed _____

Number of Dwelling Units Proposed 96

Parking Proposed 135

Percent Open Space 31.2%

Percent Buffer _____

Density Proposed _____

Density Bonus ◉ YES ○ NO

ALL REQUIRED MATERIALS ATTACHED

- ☐ **Complete application per CBJ 49.15.940** (preliminary) **or CBJ 49.15.950** (final)
- ☐ **Pre-Application Conference notes**
- ☐ **Narrative including:**
  - ☐ Current use of land or building(s)
  - ☐ Unique characteristics of land or building(s)
  - ☐ How the proposed project conforms to the Comprehensive Plan and CBJ Title 49
  - ☐ How the proposed project effects public health, safety, and welfare
  - ☐ How the proposed project is in harmony with the surrounding neighborhood
- ☐ **Preliminary development plan** (detailed on page 2)
- ☐ **Density Bonus**
  - ☐ Open Space
  - ☐ Stream Setback
  - ☐ Lower Income Households / Workforce Households
  - ☐ Unusual Enhancements
  - ☐ Public Right-of-Way Access
  - ☐ Shared Use Pathways
  - ☐ 5-Star Plus Energy Efficiency
  - ☐ 6-Star Energy Efficiency
  - ☐ High-efficiency Primary Heating Methods

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

This form and all documents associated with it are public record once submitted.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Case Number	Date Received
ARF23-002	12/1/23

Alternative Residential Subdivision Application Instructions

Alternative Residential Subdivision outlined in CBJ 49.15.900

Each application for an Alternative Residential Subdivision is reviewed by the Planning Commission at a public hearing. The permit procedure is intended to provide the Commission the flexibility necessary to make decisions tailored to individual applications. The Commission may stipulate conditions to mitigate external adverse impacts from the proposed use. If it is determined that these impacts cannot be satisfactorily overcome, the permit shall be denied.

Pre-Application Conference: A pre-application conference is required prior to submitting an application. The applicant will meet with City & Borough of Juneau and Agency staff to discuss the proposed development, the permit procedure, and to determine the application fees. To schedule a pre-application conference, please contact the Permit Center at 586-0770 or via email at Permits@juneau.org.

Application: An application for an Alternative Residential Subdivision will not be accepted by the Community Development Department until it is determined to be complete. The items needed for a complete application are:

1. **Forms:** Completed Alternative Residential Subdivision Application and a Development Permit Application forms.
2. **Fees:** The fee is dependent upon the number of residential structures involved. Any development, work or use done without a permit issued will be subject to double fees. All fees are subject to change.
3. **Project Narrative:** A detailed narrative describing the project.
4. **Plans:** outlined in CBJ 49.15.940(b)(2). (Surveyed Plans Required)
    a. The amount of land for housing, open space, buffer, access, parking, and pedestrian circulation
    b. The number and types of housing units and proposed density
    c. The natural features to be protected and hazards to be avoided
    d. The public, if any, and private services to be provided

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

1. Electronic copies;
2. Paper copies 11" X 17" or smaller (larger paper size may be preapproved by the Community Development Department).

Preliminary Plan Approval

Application Review & Hearing Procedure:

Review: The Community Development Department shall determine when the Alternative Residential Subdivision Application is compete and advise the developer. Within 60 days of determining that an application is complete, the Director shall schedule the preliminary plan for a public hearing.

Hearing: All Alternative Residential Subdivision applications must be reviewed by the Planning Commission. The Commission shall review the preliminary plan and approve, approve with conditions, or deny pursuant to 49.15.940.

Public Notice Responsibilities: As part of the Preliminary Plan Approval, proper public notice must be given as outlined in CBJ 49.15.230 which consists of the following:

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

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

Final Plan Approval

After completion of all conditions and Commission approval of the preliminary plan in accordance with the Conditional Use permit procedures, the final plan shall be submitted for review and approval according to the following:

1. An application, fee, and a final plan must be submitted for Commission review.
2. Formation of a homeowners' association, or similar entity, is required, outlined in CBJ 49.15.950(b)(1)-(4).
3. The Commission may approve the final plan if it substantially conforms to the approved preliminary plan and all requirements of this article.

Phased Development: An applicant may develop an Alternative Residential Subdivision in phases, provided:

1. The initial application includes a preliminary development plan sufficient to assess the cumulative effects of the entire Alternative Residential Subdivision on the neighborhood and the environment according to the standards in subsection 49.15.940.
2. Each phase shall be so designed and implemented that, when considered with reference to any previously constructed phases but without reference to any subsequent phases, it meets the design standards applicable to the entire Alternative Residential Subdivision. Construction and completion of open space and common facilities serving each phase in an Alternative Residential Subdivision shall proceed at a rate no slower than that of other structures in the phase. No phase shall be eligible for final plan approval until all components of all preceding phases are substantially complete and homeowners' association documents have been approved.
3. Each phase of an Alternative Residential Subdivision shall be reviewed according to the provisions of this chapter then current. Each phase of an Alternative Residential Subdivision shall maintain design continuity with earlier phases. At no point during a phased development shall the cumulative density exceed that established in the approved preliminary plan.

Amendments

The developer of an Alternative Residential Subdivision may request an amendment to an approved preliminary or final Alternative Residential Subdivision plan. The request shall state the reasons for the amendment and shall be submitted in writing to the director, who shall inform the developer within 15 days whether the request shall be processed as a minor amendment or major amendment.

1. A minor amendment is a change consistent with the conditions of the original plan approval and would result in:
    a. Insignificant change in the outward appearance of the development;
    b. Insignificant impacts on surrounding properties;
    c. Insignificant modification in the location or siting of buildings or open space;
    d. No reduction in the number of parking spaces below that required;
    e. A delay of no more than one year in the construction or completion schedule for the project or, in the case of a phased project, the phase for which the amendment is requested.
2. All other amendments shall be reviewed by the Commission upon payment of a filing fee and in accordance with the requirements of the original plan approval.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

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

Ridgeview Subdivision - reorientation and first phase

Case Number: PAC2022 0023

Applicant: Brandon Gray

Property Owner: Rooftop Properties LLC

Property Address: 7400 Glacier Highway

Parcel Code Number: 5B1401010010

Site Size: 858,568 Square Feet, 19.71 acres

Legal Description: USS 1568 Tract B1

Zoning: D18

Existing Land Use: Vacant

Conference Date: May 4, 2022

Report Issued: May 17, 2022

DISCLAIMER: Pre-application conferences are conducted for purposes of providing applicants with a preliminary review of a project and timeline. Pre-application conferences are not based on a complete application, and are not a guarantee of final project approval.

List of Attendees

Note: Copies of the Pre-Application Conference Report will be emailed, instead of mailed, to participants who have provided their email address below.

Name	Title	Email address
Brandon Gray	Applicant	Brandon@pci1980.com
Garrett Johnson	Partner	Garrett@pci1980.com
Toby Lockhart	Homeshore Engineering LLC	Toby@homeshorellc.com
John Bean	Surveyor	JwBean@gci.net
Irene Gallion David Peterson	Planning	Irene.Gallion@juneau.org David.Peterson@juneau.org
Jill Maclean	Community Development Director	Jill.Maclean@juneau.org
Scott Ciambor	Planning Manager	Scott.Ciambor@juneau.org
Dan Jager	CCFR Fire Marshall	Dan.Jager@juneau.org
Ken Hoganson	General Engineering	Ken.Hoganson@juneau.org
Sydney Hawkins	Permit Technician II	Sydney.Hawkins@juneau.org

Conference Summary

Questions/issues/agreements identified at the conference that weren't identified in the attached reports.
The following is a list of issues, comments and proposed actions, and requested technical submittal items that were discussed at the pre-application conference.

In your narrative you say 12-16-plex, on the site plan it is a 24-plex. Have you decided?
How many 1, 2, and 3 bedroom units in the 24-plex?

What density provisions are you hoping to take advantage of?
Is Seymour Way intended to be a ROW at some point?
Take me through your math on the density bonus, I get 443 units available.
For the entire development, you come up with 515 parking spaces required, I come up with 612. Difference?

Project Overview

(Provide a brief description of the proposed project. *Note to Planners: be aware if there have been any previous PACs for this applicant or site.*)

The Applicant would like to:

- Develop a 12-24 unit structure on the lot. The applicant estimates 1/3 each of studios, one-bedroom and two-bedroom units.
- Stage for further development of the lot.

Note that Seymour Way does not exist. The preliminary plat that proposed Seymour Way was not finalized. Before that, there were two other subdivision proposals, both of which were withdrawn.

A multi-family development is a permissible stand-alone use for this lot [19.25.300 Paragraph 1.300] that would require a conditional use permit.

The size of the lot will beg the question of subsequent development. The applicant proposes an Alternative Residential Subdivision. This process will be time-consuming and will push development to late in the summer at the earliest, and more likely next construction season.

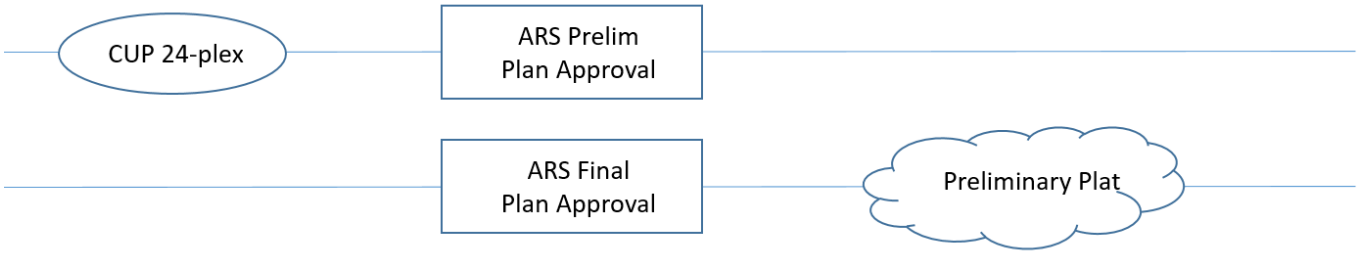
The applicant's goals will determine the best way forward. CBJ 49.15.960 will be key to this strategy:

> *An applicant may develop an alternative residential subdivision in phases, <u>provided the initial application includes a preliminary development plan sufficient to assess the cumulative effects of the entire alternative residential subdivision</u> on the neighborhood and the environment according to the standards in subsection 49.15.940.*

If the applicant would like to:

- Construct a 24-plex this season, <u>AND</u>
- Use features of the 24-plex in density bonus (for instance, if the 24-plex has workforce housing provisions),

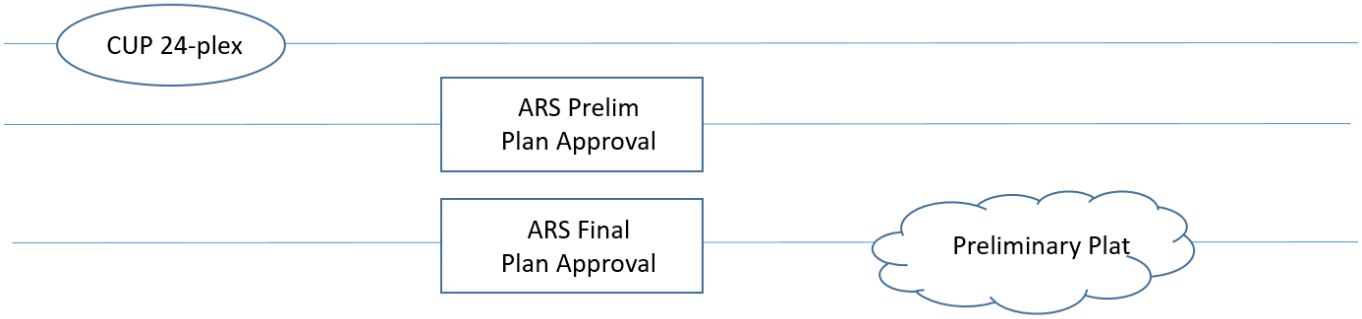
THEN the applicant should apply for a Conditional Use Permit and for an ARS Preliminary Plan Approval at the same time.



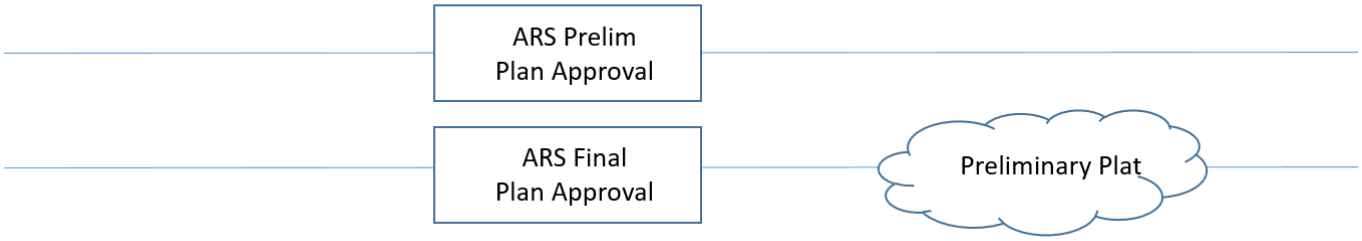
If the applicant would like to:

- Construct a 24-plex this season, BUT
- DOES NOT require features of the 24-plex to meet density bonuses,

THEN a stand-alone Conditional Use Permit for the development can be applied for. An ARS Preliminary Plan Approval can be applied for concurrently or later.



If the applicant can wait to construct until next season, the ARS process can be pursued without a Conditional Use Permit for the 24-plex. The goal would be to complete the process before next construction season.



Planning Division

1. **Zoning** – D18.

   An ARS is allowed in D18 [CBJ 49.15.920(b)]

2. **Subdivision** – Minimum lot size is 5,000 square feet. To develop an ARS, the lot must be at least 150 percent minimum lot size [CBJ 49.15.920(c)]. USS 1568 Tract B1 meets this requirement.

3. **Setbacks** – The lot is a D18 island that abuts D5 land on all sides except the frontage. Where one district abuts another, the greater of the two setbacks is required.
    a. **Front**: 20 feet
    b. Rear: 20 feet (D5 setback)
    c. Side: 5 feet (same for D5 and D18)
    d. Street side: 13 feet (same for D5 and D18)
    e. Under an ARS, dimensional standards are applied to the parent lot rather than to unit lots [CBJ 49.15.920(D)].
4. Density – The lot is 19.71 acres, and can accommodate 355 units. The applicant suggests they could get a 25 percent density bonus under ARS code [CBJ 49.15.520(e)(3)] for a total of 444 units. Applicant is proposing 454 units.

    19.71 acres x 18 units/acre = 355 units

    355 units x 0.25 = 89 units

    355 units + 89 units = 444 units

    Open space means any parcel or area of land or water essentially unimproved and set aside, dedicated, designated or reserved for public or private use or enjoyment, or for the use and enjoyment of owners and occupants of land adjoining or in the same neighborhood as such open space.

    ARS code says there is a bonus of five percent for each ten percent increment of open space in excess of that required in the zoning district to a maximum bonus of 15 percent for open space in excess of that required.

    858,568 square feet total

    5% density bonus for **85,857 square feet, or 1.97 acres,** of open space

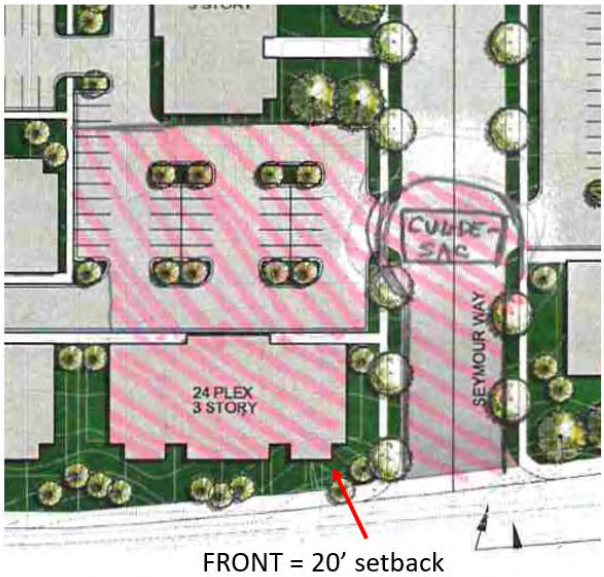
    10% density bonus for **171,714 square feet, or 3.94 acres,** of open space

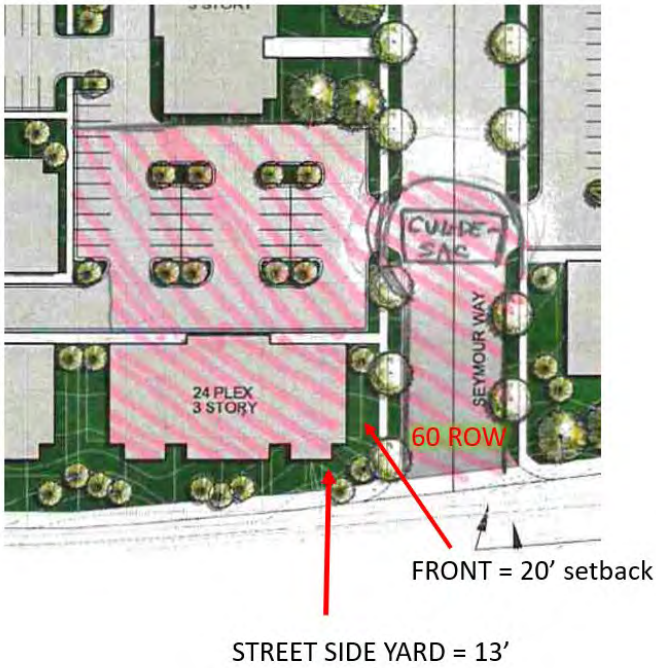
    15% density bonus for **257,571 square feet, or 5.91 acres,** of open space
5. **Height** – 35 feet for permissible uses, 25 feet for accessory uses.
6. **Access –** Access is proposed from Glacier Highway, classified as a Collector under Ordinance 2013-9.

    Under subsequent ARS subdivision, the access can be either a driveway managed by the homeowners association, or a right-of-way given to the CBJ [CBJ 49.15.920(f)].

    Keep in mind that if the intent is to subdivide and create a right-of-way, the proposed multi-family structure will need to meet front yard setbacks from both the Glacier Highway and the eventual right-of-way.

    Below, the image on the left shows structure setbacks for the multi-family structure that will be built before subdivision. The image on the right shows the setbacks that the structure will need to have in order to create and dedicate a right-of-way access to the ARS.





A secondary emergency access may be required, depending on CCFR evaluation. Consider that other subdivisions have provided an emergency access that was not built to right-of-way standards, which may be an option.

7. **Parking & Circulation** – Revisions to the parking code will go into effect on May 25, 2022.

   For a 24-plex, 28 parking spaces will be required:

Unit Bedrooms	# of Units	Per Bedroom	Total
12 UNITS			**14**
Studio	4	1	4
One	4	1	4
Two	4	1.5	6
16 UNITS			**19**
Studio	6	1	6
One	5	1	5
Two	5	1.5	8
24 UNITS			**28**
Studio	8	1	8
One	8	1	8
Two	8	1.5	12

For the subdivision as proposed, 612 parking spaces will be required:

Unit Bedrooms	# of Units	Per Bedroom	Total
TOWNHOMES			148
One		1	0
Two		1.5	0
Three or more	74	2	148
APARTMENTS			227
One	90	1	90
Two	91	1.5	137
Three or more		2	0
CONDOMINIUMS			238
One	95	1	95
Two	95	1.5	143
Three or more		2	0
TOTAL PARKING REQUIRED			**612**

Total parking proposed is 515.

On the parking summary provided on the site plan differs from staff calculations:

- For townhomes, 111 parking spaces are estimated for the development – 148 are required.
- For 2-bedroom apartments, 100 parking spaces are estimated for the development – 137 are required.
- For the 2-bedroom condominiums, 104 parking spaces are estimated for the development – 143 are required.

Accessible parking spaces (ADA spaces) will be required for residential uses with ten or more spaces, OR if designated visitor parking spaces are provided. Each parking lot for each multi-family development would be evaluated for provision of ADA spaces. See the attached code, 49.40.210(c) for ADA parking requirements. Note that dimensions will need to meet CBJ 49.40.225:

- 8.5x17 feet for pull-in space
- 6.5x22 feet for parallel parking
- 13x17 feet for an accessible space, including the five foot access aisle. Note that one aisle can be shared between two spaces. ADA spaces must be marked and signed appropriately.

The development could apply for a Parking Waiver [49.40.220(a) in the attached code]. The effect of the waiver will have more benefits than detriments for the development, and will not materially endanger public health, safety or welfare.

ADA spaces are based on the number required before reductions, such as waivers, are considered. For instance, you may have nine required ADA spaces for 464 total required apartment and condo spaces. The Commission could waive the required parking spaces to, say, 350, but the developer would still need to provide nine ADA spaces.

8. **Lot Coverage –** Lot coverage is 50% for permissible and conditional uses. Lot coverage considers structures with roofs.

9. **Vegetative Coverage** – Required vegetative cover in D18 is 30 percent.
10. **Lighting** – A lighting plan should demonstrate full cut-off fixtures and should not illuminate neighboring property.
11. **Noise** – Noise is not anticipated to be in excess of that usually occurring in this zoning district
12. **Flood** – The lot is NOT located in a flood zone (Panel 02110C 1531D).
13. **Hazard/Mass Wasting/Avalanche/Hillside Endorsement** – The lot is not in a mapped hazard zone.

    Excavation of, or creation of, slopes of 18% or more will require a hillside endorsement from a qualified engineer. In general terms, this will require an engineered site plan, a vegetation plan, and a geotechnical memo, in addition to the construction and drainage plans usually required.

    The Commission must sign off on the Hillside Endorsement for the CUP and for the ARS. Staff suggests that the Applicant either provide the information for hillside endorsement, or explain why the hillside endorsement is not needed. Refer to 49.70 Article II, attached to this report.
14. **Wetlands** – Wetlands are mapped on the lot. A United States Army Corps of Engineers permit will be required for fill. You can contact them at (907) 753-2689.
15. **Habitat** – Check with the U.S. Fish and Wildlife on the presence of eagle nests in the area. The presence of eagle nests may impact construction scheduling. No anadromous waterbodies are on the subject parcel, or within 50 feet.
16. **Plat Restrictions** – On the preliminary plat (never finaled) for the previous subdivision, there was a plat note that said:

    "6. A THROUGH CONNECTION TO VISTA DEL SOL DRIVE IS REQUIRED FOR THE DEVELOPMENT OF LOT 14."

    It appears the intent was a connection if Tract B1A was developed. It is not known if the Planning Commission would require a connection for the development proposed in this application. The requirement is not included on the 1975 survey on record.
17. **Traffic** –

    A Traffic Impact Analysis (TIA) will not be required for the apartment complex constructed alone:

Use	Units	Trips Generated per Unit	Total Trips
Apartment	24	6.65	159.6

A TIA will be required for the ARS development:

Use	Units	Trips Generated per Unit	Total Trips
Residential Townhouse	74	5.81	430
Residential Condominium	190	5.81	1,104
Apartment	181	6.65	1,204
		Total ADTs:	**2,738**

Anticipate that the Alaska Department of Transportation and Public Facilities will be reviewing the TIA.

Building Division

18. **Building** – Building permits required will be reviewed during the submittal process.
19. **Outstanding Permits** – None.

General Engineering/Public Works

20. **Engineering** – **Grading:** Slopes and retaining structures shall be shown on the Grading Plan. The heights and slope ratios shall be quantified.
    1. Easements: Site plan (plat) shall include all existing (and proposed) easements for drainage, utility lines, plumbing lines, access, snow storage, trash (dumpster) storage, or any other shared use that requires crossing the property line.
    2. Roadway Slopes are shown as 11% on Phase 1. This is to be verified acceptable with the Fire Chief.
    3. Seismic structural design criteria: IBC: Use ICC referenced CD-ROM *Seismic Design 3.01* or figure 1613.5(12) with the listed explanation and references. IRC: Seismic Design Category: D1
21. **Drainage** – Drainage must be directed to pre-approved drainage ways and cannot be directed at neighbors or otherwise cause a nuisance. Drainage shall be shown in the Grading Plan with arrows. Any drainage structure(s) shall be identified and sizes called out.
22. **Utilities** – (water, power, sewer, etc.): Water service shall be provided. A CBJ ROW Permit and Utility Permit will be required. The plans shall include a Utility Plan that shows location of buried sewer and water utilities including valves, unions, cleanouts, and system components. Sizes and materials shall be called out. Power by others.
    1. **CBJ right-of-way (ROW) permit –** Once the construction plan for the utilities is approved, CBJ will create the ROW permit. The permit will cover the tapping of the water main and road restoration within the right-of-way (if required). Inspection fees, refundable bond amount, and conditions will be determined after review of the proposed construction plan. The extension of the utilities within the property will require further permitting and fee assessments. This process is done separately from the subdivision and typically in conjunction with the building permit application. Utility as-builts shall be submitted to GE prior to return of Bond and closure of permits.
    2. **Water Utility permit –** For the water/fire line to be installed to the new structure:
        i. The line sizing shall be determined by the engineer. The meter is required to be installed prior to any branches in the plumbing line. The meter location and sizing shall be shown on the mechanical plans. The meter installation and conduit installation is the responsibility of the applicant. A water assessment will need to be paid and will be determined after sizing of meter and domestic line are identified.
        ii. The requirement for providing adequate water pressure will require a booster station and/or water storage at higher elevation.
    3. **Sewer Utility permit –** For the sewer line to be installed to the new structure, the line sizing shall be determined by the engineer. The mechanical plans shall include a drainage fixture unit (DFU) count. The sewer assessment and inspection fees are to be paid and will be determined after review of the DFU's and the configuration of the underground sewer line.

Fire Marshal

23. **Fire Items/Access** –

    All buildings will need to be sprinklered and have fire alarms.

    Hydrants – no more than 500 feet between them.

    Apparatus turn-around capability

    Slopes – get as close as possible to 10%, if you must exceed please coordinate with CCFR.

    May be access issues with one-way-in, one-way-out. May require secondary access.

Other Applicable Agency Review

24. Alaska Department of Transportation and Public Facilities:
    a. Driveway permitting

       Michael K. Schuler, Property Management Officer

       (907) 465-4499 Desk

       (907) 419-4510

       michael.schuler@alaska.gov

    b. Traffic Analysis

       Nathan Purves, Traffic and Safety Engineer

       (907) 465-4521

       nathan.purves@alaska.gov
25. United States Army Corps of Engineers: (907) 753-2689
26. United States Fish and Wildlife Service: (907) 780-1160

List of required applications

Based upon the information submitted for pre-application review, the following list of applications must be submitted in order for the project to receive a thorough and speedy review.

1. Development Permit Application (required with all applications)
2. Conditional Use Permit
3. Alternative Residential Subdivision Application
4. Parking Waiver Application

Additional Submittal Requirements

Submittal of additional information, given the specifics of the development proposal and site, are listed below. These items will be required in order for the application to be determined Counter Complete.

1. A copy of this pre-application conference report.

Exceptions to Submittal Requirements

Submittal requirements staff has determined **not** to be applicable or **not** required, given the specifics of the development proposal, are listed below. These items will **not** be required in order for the application to be reviewed.

1. N/A

Fee Estimates

The preliminary plan review fees listed below can be found in the CBJ code section 49.85.

Based upon the project plan submitted for pre-application review, staff has attempted to provide an accurate estimate for the permits and permit fees which will be triggered by your proposal.

1. Conditional Use Permit: Class III, $750
2. Alternative Residential Subdivision preliminary plan: Assuming 454 total units, $36,720; $400 plus $80 per residential unit.
3. Alternative Residential Subdivision final plan: Assuming 454 total units, $27,540; $300 plus $60 per residential unit.

   NOTE: ARS fees cited include the preliminary and final plat process.
4. Public Notice Sign – for each occurrence. $150, with $100 refundable if the sign is returned by the Monday following the Planning Commission meeting.
5. Parking Waiver: $320 if applied for with a major development permit (ARS or CUP)

For informational handouts with submittal requirements for development applications, please visit our website at www.juneau.org/community-development.

Submit your Completed Application

You may submit your application(s) online via email to permits@juneau.org
OR in person with payment made to:

City & Borough of Juneau, Permit Center
230 South Franklin Street
Fourth Floor Marine View Center
Juneau, AK 99801

Phone: (907) 586-0715
Web: www.juneau.org/community-development

Attachments:

49.15.330 –Conditional Use Permit
49.15 Article IX – Alternative Residential Subdivisions
49.70 Article II – Hillside Endorsement
REVISED PARKING CODE EFFECTIVE MAY 25, 2022
Development Permit Application
Conditional Use Permit Application
Alternative Residential Subdivision Application
Parking Waiver Application

49.15.330 Conditional use permit.

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

(b) *Preapplication conference.* Prior to submission of an application, the developer shall meet with the director for the purpose of discussing the site, the proposed development activity, and the conditional use permit procedure. The director shall discuss with the developer, regulation which may limit the proposed development as well as standards or bonus regulations which may create opportunities for the developer. It is the intent of this section to provide for an exchange of general and preliminary information only and no statement by either the developer or the director shall be regarded as binding or authoritative for purposes of this code. A copy of this subsection shall be provided to the developer at the conference.

(c) *Submission.* The developer shall submit to the director one copy of the completed permit application together with all supporting materials and the permit fee.

(d) *Director's review procedure.*

(1) The director shall endeavor to determine whether the application accurately reflects the developer intentions, shall advise the applicant whether or not the application is acceptable and, if it is not, what corrective action may be taken.

(2) After accepting the application, the director shall schedule it for a hearing before the commission and shall give notice to the developer and the public in accordance with section 49.15.230.

(3) The director shall forward the application to the planning commission together with a report setting forth the director's recommendation for approval or denial, with or without conditions together with the reasons therefor. The director shall make those determinations specified in subsections (1)(A)—(1)(C) of subsection (e) of this section.

(4) Copies of the application or the relevant portions thereof shall be transmitted to interested agencies as specified on a list maintained by the director for that purpose. Referral agencies shall be invited to respond within 15 days unless an extension is requested and granted in writing for good cause by the director.

(5) Even if the proposed development complies with all the requirements of this title and all recommended conditions of approval, the director may nonetheless recommend denial of the application if it is found that the development:

(A) Will materially endanger the public health or safety;

(B) Will substantially decrease the value of or be out of harmony with property in the neighboring area; or

(C) Will not be in general conformity with the land use plan, thoroughfare plan, or other officially adopted plans.

(e) *Review of director's determinations.*

(1) At the hearing on the conditional use permit, the planning commission shall review the director's report to consider:

(A) Whether the proposed use is appropriate according to the table of permissible uses;

(B) Whether the application is complete; and

(C) Whether the development as proposed will comply with the other requirements of this title.

(2) The commission shall adopt the director's determination on each item set forth in paragraph (1) of this subsection (e) unless it finds, by a preponderance of the evidence, that the director's determination was in error, and states its reasoning for each finding with particularity.

(f) *Commission determinations; standards.* Even if the commission adopts the director's determinations pursuant to subsection (e) of this section, it may nonetheless deny or condition the permit if it concludes, based upon its own independent review of the information submitted at the hearing, that the development will more probably than not:

(1) Materially endanger the public health or safety;

(2) Substantially decrease the value of or be out of harmony with property in the neighboring area; or

(3) Lack general conformity with the comprehensive plan, thoroughfare plan, or other officially adopted plans.

(g) *Specific conditions.* The commission may alter the director's proposed permit conditions, impose its own, or both. Conditions may include one or more of the following:

(1) *Development schedule.* A reasonable time limit may be imposed on construction activity associated with the development, or any portion thereof, to minimize construction-related disruption to traffic and neighborhood, to ensure that development is not used or occupied prior to substantial completion of required public or quasi-public improvements, or to implement other requirements.

(2) *Use.* Use of the development may be restricted to that indicated in the application.

(3) *Owners' association.* The formation of an association or other agreement among developers, homeowners or merchants, or the creation of a special district may be required for the purpose of holding or maintaining common property.

(4) *Dedications.* Conveyance of title, easements, licenses, or other property interests to government entities, private or public utilities, owners' associations, or other common entities may be required.

(5) *Performance bonds.* The commission may require the posting of a bond or other surety or collateral approved as to form by the city attorney to guarantee the satisfactory completion of all improvements required by the commission. The instrument posted may provide for partial releases.

(6) *Commitment letter.* The commission may require a letter from a public utility or public agency legally committing it to serve the development if such service is required by the commission.

(7) *Covenants.* The commission may require the execution and recording of covenants, servitudes, or other instruments satisfactory in form to the city attorney as necessary to ensure permit compliance by future owners or occupants.

(8) *Revocation of permits.* The permit may be automatically revoked upon the occurrence of specified events. In such case, it shall be the sole responsibility of the owner to apply for a new permit. In other cases, any order revoking a permit shall state with particularity the grounds therefor and the requirements for reissuance. Compliance with such requirements shall be the sole criterion for reissuance.

(9) *Landslide and avalanche areas.* Development in landslide and avalanche areas, designated on the landslide and avalanche area maps dated September 9, 1987, consisting of sheets 1—8, as the same may be amended from time to time by assembly ordinance, shall minimize the risk to life and property.

(10) *Habitat.* Development in the following areas may be required to minimize environmental impact:

(A) Developments in wetlands and intertidal areas.

(11) *Sound.* Conditions may be imposed to discourage production of more than 65 dBa at the property line during the day or 55 dBa at night.

(12) *Traffic mitigation.* Conditions may be imposed on development to mitigate existing or potential traffic problems on arterial or collector streets.

(13) *Water access.* Conditions may be imposed to require dedication of public access easements to streams, lake shores and tidewater.

(14) *Screening.* The commission may require construction of fencing or plantings to screen the development or portions thereof from public view.

(15) *Lot size or development size.* Conditions may be imposed to limit lot size, the acreage to be developed or the total size of the development.

(16) *Drainage.* Conditions may be imposed to improve on and off-site drainage over and above the minimum requirements of this title.

(17) *Lighting.* Conditions may be imposed to control the type and extent of illumination.

(18) *Other conditions.* Such other conditions as may be reasonably necessary pursuant to the standards listed in subsection (f) of this section.

(Serial No. 87-49, § 2, 1987; Serial No. 2006-15, § 2, 6-5-2006; Serial No. 2015-03(c)(am), § 9, 8-31-2015 ; Serial No. 2017-29, § 3, 1-8-2018, eff. 2-8-2018)

ARTICLE IX. ALTERNATIVE RESIDENTIAL SUBDIVISIONS

49.15.900 Purpose.

The general purpose of this article is to provide reasonable minimum standards and procedures for unit-lot residential communities in which all or some of the lots do not substantially conform to the minimum requirements for a traditional subdivided lot. This article provides a housing option to allow dwellings on unit-lots to be conveyed by long-term leases, less than fee-simple ownership, or fee-simple ownership, including condominium and other common-interest communities. The specific purpose of this article is to permit flexibility in the regulation and use of land in order to promote its most appropriate use for unit-lot residential communities; to encourage residential developments that are planned, designed and developed to function as integral units with common facilities; to encourage developments that provide different types of housing options; to encourage development of quality affordable housing; to facilitate the adequate and economical provisions of access and utilities; and to encourage developments that are in harmony with the surrounding area.

(Serial No. 2018-41(c), § 2, 12-17-2018, eff. 1-17-2019)

49.15.910 Application.

The provisions of this article apply when a parent lot is subdivided into developable unit-lots and where a portion of the parent lot remains.

(Serial No. 2018-41(c), § 2, 12-17-2018, eff. 1-17-2019)

49.15.920 General provisions.

(a) *General.* The requirements of this title apply except as provided in this article.

(b) *Zoning districts.* An alternative residential subdivision is only allowed in the following zoning districts: RR, D-1, D-3, D-5, D-10SF, D-10, D-15, D-18, and LC.

(c) *Lot size.* The parent lot shall be at least 150 percent of the minimum lot size for the zoning district in which it is located. There is no minimum size for the unit-lots.

(d) *Other dimensional standards.* The minimum lot dimensions, lot coverage, and vegetative coverage shall be applied to the parent lot and not the unit-lots.

(e) *Density.*

(1) The number of dwelling units permitted in the development shall be calculated by multiplying the maximum number of dwelling units per gross acre permitted in the underlying zoning district by the number of acres in the alternative residential subdivision and rounding to the nearest whole number.

(2) Land and water bodies used in calculating the number of dwelling units permitted shall be delineated on the preliminary and final plans in a manner allowing confirmation of acreage and density computations.

(3) The commission may award a density bonus as an incentive for enhancements to the development. The total bonus shall not exceed 50 percent in the RR, D1, D3, D5, D10 zoning districts, and 25 percent

in the D-10SF, D15, D18 and LC zoning districts of the density provided in subsection (e)(1) of this section and rounded to the nearest whole number and shall be the sum of individual density bonuses as follows:

(A) Five percent for each ten percent increment of open space in excess of that required in the zoning district to a maximum bonus of 15 percent for open space in excess of that required;

(B) Five percent for a continuous setback greater than 50 feet or ten percent for a continuous setback greater than 50 feet on both sides of a stream, if applicable, designated in the plan as undisturbed open space along important natural water bodies, including anadromous fish streams, lakes, and wetlands;

(C) Fifteen percent for a mixture of housing units restricted by a recorded document for a period of 30 years from the first sale:

(i) In which ten percent of the dwelling units are set aside for lower income households earning no more than 80 percent of the area median income; or

(ii) In which 20 percent of the dwelling units are set aside for workforce households earning no more than 120 percent of the area median income.

(D) Up to ten percent for provision of common facilities and additional amenities that provide an unusual enhancement to the general area, such as siting, landscaped buffers, or the creation or preservation of view corridors;

(E) Ten percent for dedication of a public right-of-way accessible to all unit-lots consistent with chapter 49.35;

(F) Five percent in the RR, D-1, D-3, D-5, and D-10SF zoning districts, and ten percent in the D-10, D-15, D-18 and LC zoning districts for providing shared use pathways to facilitate safe pedestrian and bicycle movement within the development and to ensure non-vehicular access to open space, common facilities and to public services;

(G) Five percent for designing all dwelling structures to a five-star plus energy efficiency rating; ten percent for designing all dwelling structures to a six-star energy efficiency rating; and

(H) Up to ten percent for using high-efficiency primary heating methods, such as heat pumps, in all dwelling structures.

(4) A density bonus may be limited or denied if it will more probably than not:

(A) Materially endanger public health or safety;

(B) Substantially be out of harmony with property in the neighboring area;

(C) Lack general conformity with the comprehensive plan or another adopted plan; or

(D) Create an excessive burden on roads, sewer, water, schools, or other existing or proposed public facilities.

(f) *Frontage and access.* The parent lot shall front on and be accessed by a publically maintained right-of-way. Access within the development may be exempted from [chapter] 49.35 and be privately owned and maintained if it complies with the following requirements:

(1) The access shall be located completely on the parent lot;

(2) The access does not endanger public safety or welfare and provides for safe pedestrian and vehicular traffic circulation;

(3) The access complies with the emergency service access requirements of CBJ [chapter] 19.10;

(4) Access to and within the development is paved;

(5) The developer submits adequate evidence that upon approval of the development, a homeowners' association will be formed, can obtain liability insurance, and is solely responsible for maintaining the private access—including winter maintenance; and

(6) The alternative residential subdivision does not abut a developable parcel that lacks alternative and practical frontage on a publically maintained right-of-way.

(g) *Utilities.* An alternative subdivision is required to connect each dwelling unit to public sewer and water. A master meter for water shall be installed by the developer.

(h) *Parking.* Parking required for each dwelling unit may be located on either the parent lot or the unit-lot.

(i) *Open space.* Open space is required as follows: 25 percent in the RR and D-1 zoning districts; 20 percent in the D-3, D-5 and D-10 zoning districts; 15 percent in the D-10SF district. Open space is not required in the D-15, D-18, or LC zoning districts.

(j) *Buffer.* There are no setback requirements on the unit-lots. A perimeter buffer is required in lieu of the setback requirements of this title on the parent lot. The presumptive buffer width shall not be less than the setback set by the underlying zoning district to ensure neighborhood harmony and minimize off-site impacts. The commission may enlarge a buffer or a portion of a buffer up to 25 feet in total width, and the commission may reduce a buffer or a portion of a buffer by 75 percent of the setback for the underlying zoning district. The commission may only enlarge or reduce the buffer width upon considering, but not limited to: type of buffer, location of the subdivision structures and uses therein; the location and type of surrounding uses or development; topography; and the presence of existing visual and sound buffers. A buffer shall be vegetated unless the commission requires non-vegetated screening. A buffer may include fencing, natural berm, or other similar features. No parking areas, dwelling units, unit-lots, or permissible uses may be located within the perimeter buffer. Access to the development may cross a portion of the buffer.

(k) *Parent lot.* Portions of the parent lot not subdivided into unit-lots shall be owned in common by a homeowners' association, or similar entity, comprised of the owners of the unit-lots located within the parent lot.

(l) *Stormwater management.* Facilities for the control and disposal of stormwater must be adequate to serve the development and areas draining through the development. Management shall be in accordance with the Stormwater Best Management Practices manual. Where appropriate, natural drainage channels, swales, or other similar areas within the open space may be used for stormwater management at the development. The developer shall provide the CBJ Engineering and Public Works Department with an evaluation of offsite drainage outfalls for the additional runoff contributed by the alternative residential subdivision. The commission may require construction of offsite drainage improvements necessary to accommodate additional runoff from the development.

(m) *Permitted uses.* No primary uses are permitted on the parent lot except a recreational center, community facility, or a child care center. Consistent with the table of permissible uses, 49.25.300, only residential uses and associated accessory structures are allowed on the unit-lots. Accessory dwelling units are prohibited on the parent lot and on any unit-lots. A home occupation or a child care home is permissible on the unit-lots. If an alternative residential subdivision creates a lot that complies with the table of dimensional standards, 49.25.400, for the underlying zoning district, the accessory dwelling unit prohibition of this subsection does not apply.

(n) *Street sign.* Street signage is required. The developer shall install a street sign provided by the City and Borough of Juneau at the developer's expense. The director shall determine the type of street sign—addresses or street name—upon considering public health, safety, and welfare given the size of the subdivision.

(o) *Mailboxes.* Upon consultation with the United States Postal Service, the director shall determine the placement location of mailboxes. The director may require additional improvements and design changes to enable efficient mail delivery and to minimize traffic interferences and compliance with CBJ standard details.

(Serial No. 2018-41(c), § 2, 12-17-2018, eff. 1-17-2019)

49.15.930 Alternative residential subdivision review process.

(a) *General procedure.* A proposed alternative residential subdivision shall be reviewed according to the requirements of section 49.15.330, conditional use permit, and in the case of an application proposing a change in the number or boundaries of unit-lots, section 49.15.402, major subdivisions, except as otherwise provided in this article. Approval shall be a two-step process, preliminary plan approval and final plan approval. In cases involving a change in the number or boundaries of unit-lots, the preliminary and final plat submissions required by section 49.15.402 shall be included with the preliminary and final plan submissions required by this chapter.

(b) *Preapplication conference.* Prior to submission of an application, the director shall conduct an informal preapplication conference with the developer to discuss the proposed alternative residential subdivision. The purpose of the preapplication conference shall be to exchange general and preliminary information and to identify potential issues and bonuses. The developer may discuss project plans and the director may provide an informal assessment of project permit eligibility, but no statement made by either party shall be regarded as binding, and the result of the conference shall not constitute preliminary approval by the department. The conference shall include a discussion of the zoning, size, topography, accessibility, and adjacent uses of the development site; the uses, density and layout of buildings, parking areas, the open space and landscaping proposed for the development; the common facilities; provision of utilities, including solid waste and recycling collection; the access, the vehicle and pedestrian circulation, and winter maintenance including snow removal locations; the development schedule and the alternative residential subdivision permit procedures. The developer shall provide a sketch of the proposed alternative residential subdivision.

(Serial No. 2018-41(c), § 2, 12-17-2018, eff. 1-17-2019)

49.15.940 Preliminary alternative residential subdivision plan approval.

(a) *Application.* The developer shall submit to the department one copy of a complete alternative residential subdivision application, which shall include an application form, the required fee, any information required in subsection 49.15.402, the information required by this section, and any other information specified by the director.

(b) *Required submissions.* The application shall include the following material:

(1) *Ownership.* The application shall identify, and shall be signed by or upon, the included written authorization of, all owners, lessees, and optionees of land within the boundaries of all phases of the alternative residential subdivision.

(2) *Preliminary development plan.* The application shall include a preliminary development plan, explaining how the proposed alternative residential subdivision will achieve the purposes set forth in section 49.15.900. The preliminary development plan shall summarize the different land uses proposed, including the amount of land for housing, open space, buffer, access, parking and pedestrian circulation; the number and types of housing units and proposed density; the natural features to be protected and hazards to be avoided; and the public, if any, and private services to be provided.

(3) *Design.* The application shall describe the design of the alternative residential subdivision, with particular attention to building siting, massing, access, parking, and architectural features; provision of

utilities including drainage and trash collection; provision of winter maintenance for access and parking areas; and the circulation of traffic and pedestrians.

(4) *Open space, common facilities, and general landscaping.* The preliminary plat shall show and describe common facilities, pedestrian circulation to common facilities and amenities, open space, buffers, landscaping, and similar features.

(5) *Request for density bonuses.* If a density bonus is being applied for, the application shall include a narrative describing the justification for the requested bonus, and the application shall show the nature and extent of the requested bonus.

(6) *Description of phased development.* The preliminary development plan for a phased alternative residential subdivision shall include:

(A) A drawing and development schedule for each phase and for the entire alternative residential subdivision;

(B) The size and general location of proposed land uses for each phase at the maximum level of density, including maximum allotment of density bonuses;

(C) A description of the access (pedestrian and vehicular) connecting all the phases and where they will connect at the alternative residential subdivision boundaries;

(D) A description of how the developer will address the cumulative impacts of the phased development on the neighborhood and the natural environment;

(E) A description of the overall design theme unifying the phases;

(F) An analysis of how each phase in the project will meet the requirements of subsection 49.15.960(b); and

(G) A sketch plat consistent with section 49.15.410.

(c) *Department review.* The director shall advise the developer whether the alternative residential subdivision application is complete, and, if not, what the developer must do to make it complete. Within 45 days after determining an application is complete, the director shall schedule the preliminary plan for a public hearing before the commission. The director shall give notice to the developer and the public according to section 49.15.230.

(d) *Commission action.* The commission may approve an alternative residential subdivision preliminary plan if it meets the following requirements:

(1) The development protects natural features and avoids natural hazards by reserving them as open space;

(2) The development is consistent with the land use code;

(3) The development incorporates perimeter buffers sufficient to minimize off-site impacts of the subdivision and to maximize harmony with the neighborhood;

(4) Utilities proposed for connection to the City and Borough system meet City and Borough standards, and all others are consistent with sound engineering practices, as determined by the City and Borough Engineering and Public Works Department;

(5) The configuration of the development provides for economy and efficiency in utilities, housing construction, access, parking and circulation;

(6) If the approval is for a phased development, that each phase is consistent with the preliminary development plan and design of the entire alternative residential subdivision;

(7) Adequately addresses the cumulative impacts of the phased development on the neighborhood and the natural environment; and

(8) If the approval includes an allotment of a density bonus, the density bonus complies with section 49.15.920(e)(4).

(e) *Expiration.* Approval of a preliminary plan shall expire 18 months after the commission notice of decision unless a final plan for the entire project or, in the case of a phased development, the first phase thereof, is submitted to the department for commission action. An application for extension of a preliminary plan shall be according to section 49.15.250, development permit extension.

(Serial No. 2018-41(c), § 2, 12-17-2018, eff. 1-17-2019)

49.15.950 Final alternative residential subdivision plan approval.

(a) *Application.* Upon completion of all conditions of the preliminary plan, the developer shall submit an application, fee, and a final plan for commission approval.

(b) *Homeowners' association.* The formation of a homeowners' association, or similar entity, is required.

(1) The articles of incorporation and bylaws of the homeowners' association, required under A.S. 34.08 or this chapter, shall be prepared by a lawyer licensed to practice in the state.

(2) The homeowners' association shall be responsible for the maintenance of open space, water and sewer utilities, and stormwater control features and drainages. The association documents shall specify how any other common facilities shall be operated and maintained. The association documents shall require homeowners to pay periodic assessments for the operation, maintenance and repair of common facilities. The documents shall require that the governing body of the association adequately maintain common facilities.

(3) If the alternative residential subdivision is phased, the association documents shall specify how the cost to build, operate, and maintain improved open space and common facilities shall be apportioned among homeowners of the initial phase and homeowners of later phases.

(4) The homeowners' association documents shall be recorded with the approved final plat.

(c) *Commission action.* The commission may approve the final plan if it substantially conforms to the approved preliminary plan and all requirements of this article.

(d) *Expiration.* An approved final plan shall expire 18 months after recording if the applicant fails to obtain an associated building permit and make substantial construction progress. An application for extension of a final plan shall be according to section 49.15.250, development permit extension.

(Serial No. 2018-41(c), § 2, 12-17-2018, eff. 1-17-2019)

49.15.960 Phased development.

(a) *Phasing allowed.* An applicant may develop an alternative residential subdivision in phases, provided the initial application includes a preliminary development plan sufficient to assess the cumulative effects of the entire alternative residential subdivision on the neighborhood and the environment according to the standards in subsection 49.15.940.

(b) *Completion of an individual phase.* Each phase shall be so designed and implemented that, when considered with reference to any previously constructed phases but without reference to any subsequent phases, it meets the design and density standards applicable to the entire alternative residential subdivision.

Construction and completion of open space and common facilities serving each phase in an alternative residential subdivision shall proceed at a rate no slower than that of other structures in that phase. No phase shall be eligible for final plan approval until all components of all preceding phases are substantially complete and homeowners' association documents have been approved.

(c) *Standards for phases.* Each phase of an alternative residential subdivision shall be reviewed according to the provisions of this chapter then current. Each phase of an alternative residential subdivision shall maintain design continuity with earlier phases. At no point during a phased development shall the cumulative density exceed that established in the approved preliminary plan.

(Serial No. 2018-41(c), § 2, 12-17-2018, eff. 1-17-2019)

49.15.970 Amendments to approved alternative residential subdivision plan.

(a) *Request for amendment.* The developer of an alternative residential subdivision may request an amendment to an approved preliminary or final alternative residential subdivision plan. The request shall state the reasons for the amendment and shall be submitted in writing to the director, who shall inform the developer within 15 days whether the request shall be processed as a minor amendment or major amendment.

(b) *Minor amendment.* A minor amendment may be submitted without a filing fee and may be approved by the director. For purposes of this section, a minor amendment is a change consistent with the conditions of the original plan approval, and would result in:

(1) Insignificant change in the outward appearance of the development;

(2) Insignificant impacts on surrounding properties;

(3) Insignificant modification in the location or siting of buildings or open space;

(4) No reduction in the number of parking spaces below that required;

(5) A delay of no more than one year in the construction or completion schedule for the project or, in the case of a phased project, the phase for which the amendment is requested.

(c) *Major amendment.* All other amendments shall be reviewed by the commission upon payment of a filing fee and in accordance with the requirements of the original plan approval.

(Serial No. 2018-41(c), § 2, 12-17-2018, eff. 1-17-2019)

ARTICLE II. HILLSIDE DEVELOPMENT

49.70.200 Purposes.

The purposes of this article are to:

(1) Ensure that hillside development provides erosion and drainage control to protect adjoining parcels;

(2) Protect waterways from sedimentation and pollution;

(3) Minimize injury or damage to people or property from natural or artificial hazards in hillside development; and

(4) Minimize any adverse aesthetic impact of hillside development.

(Serial No. 87-49, § 2, 1987)

49.70.210 Applicability and scope.

(a) This article applies to all development on hillsides in the City and Borough that involves the following:

(1) Removal of vegetative cover;

(2) Excavation of any slope in excess of 18 percent;

(3) Creation of a new slope in excess of 18 percent for a vertical distance of at least five feet; or

(4) Any hazard area identified on the landslide and avalanche area maps dated September 9, 1987, consisting of sheets 1—8, as the same may be amended from time to time by the assembly by ordinance or any other areas determined to be susceptible to geophysical hazards.

(b) All hillside development endorsement applications shall be reviewed by the planning commission, except the following may be reviewed by the director:

(1) An excavation below finished grade for basements and footings of a building, a retaining wall or other structure authorized by a building permit, provided that this shall not exempt any fill made with the material from such excavation nor any excavation having an unsupported height greater than two feet after the completion of the associated structure.

(2) Graves.

(3) Mining, quarrying, excavating, processing, or stockpiling of rock, sand, gravel, aggregate or clay provided such operations do not affect the location or peak volume of runoff, the location or amount of standing water, or the lateral support for, the stresses in, or the pressure upon, any adjacent or contiguous property.

(4) Exploratory excavations less than 200 square feet in area and under the direction of a civil engineer with knowledge and experience in the application of geology in the design of civil work.

(5) An excavation which:

(A) Is less than two feet in depth and covers less than 200 square feet; or

(B) Does not create a cut slope greater than five feet in height or steeper than one and one-half horizontal to one vertical.

(6) A fill less than one foot in depth and intended to support structures which fill is placed on natural terrain with a slope flatter than five horizontal to one vertical, which does not exceed 20 cubic yards on any one lot and which does not obstruct a drainage course.

(7) A fill less than three feet in depth and not intended to support structures which fill is placed on natural terrain on a slope flatter than five horizontal to one vertical, which does not exceed 50 cubic yards on any one lot and which does not obstruct a drainage course.

(8) Minor development.

(Serial No. 87-49, § 2, 1987; Serial No. 2006-15, § 22, 6-5-2006; Serial No. 2015-03(c)(am), § 51, 8-31-2015)

49.70.220 Hillside development endorsement application.

(a) All development on hillsides shall be pursuant to a hillside development endorsement.

(b) The developer shall apply for and obtain a hillside development endorsement prior to any site work other than land and engineering surveys and soils exploration.

(Serial No. 87-49, § 2, 1987; Serial No. 2015-03(c)(am), § 52, 8-31-2015)

49.70.230 Fees.

The City and Borough shall charge the developer the gross hourly rate for professional review of the application and for inspection. The developer shall deposit one percent of the value of the site development, excluding that portion of the site determined by the engineer to be subject to a public transmission facility permit, in a specially designated reserve account, against which the City and Borough may bill its documented time and expenses. The developer shall promptly replenish this amount when requested, and no endorsement may be issued if there is any deficiency in the developer's reserve account. All unexpended funds in the reserve account shall be returned to the developer upon final approval of development or when the engineer is satisfied that the work under the hillside development endorsement has been completed and the requirements of this chapter have been met.

(Serial No. 87-49, § 2, 1987)

49.70.240 Application.

The application shall be accompanied by the following materials, which shall be signed and stamped by a civil engineer, architect, geologist or land surveyor licensed in the State of Alaska:

(1) A vicinity map, at a clear and legible scale, showing roads, place and street names and natural waterbodies.

(2) Site maps, showing the present condition of the site at a clear and legible scale compatible with the size of the development and including:

(A) Two-foot contours for flat terrain or five-foot contours for steep terrain and extending 50 feet in all directions beyond the development site; 12 percent line, 30 percent line;

(B) Water bodies, tidelands and drainage ways from the development site to accepting natural waterbody;

(C) Lot boundaries and easements for the site and adjacent lots; and

(D) Existing improvements on the site and adjacent lots, including structures, roads, driveways and utility lines.

(3) The application shall include a finished proposed site plan at a clear and legible scale that includes the following information:

(A) Finished grade at two-foot contours for flat terrain or five-foot contours for steep terrain and extending 50 feet in all directions beyond the development site; 12 percent line, 30 percent line.

(B) Water bodies, tidelands and drainage ways, and temporary and permanent drainage systems from the development site to the accepting natural waterbody.

(C) Lot boundaries, easements and setback lines.

(D) The location of improvements including structures, roads, driveways, utility lines, culverts, walls and cribbing.

(E) Clearing limits of existing vegetative cover.

(F) A cross section of the development site.

(4) The application shall include detailed engineering drawings of roads, driveways, parking areas, structural improvements for foundations, off-site stormwater runoff systems; cross sections and road elevations.

(5) A description of the source and type of any off-site fill, and the site for depositing excess fill.

(6) A landscaping plan, including all trees to be retained in excavation areas, all plant species and locations; temporary slope protection measures; erosion and siltation control measures; seeding or sodding materials, a planting and maintenance program; and methods of stabilization and protection of bare slopes.

(7) An engineering geologic report, including a summary of the relevant surface and bedrock geology of the site, a discussion of active geologic processes with conclusions and recommendations regarding the effect of geologic factors on the proposed development; data regarding the nature, distribution and relevant parameters of existing soils, recommendations for grading procedures; design criteria for corrective measures as necessary, and recommendations covering the suitability of the site for the proposed development.

(8) A work schedule, by phase.

(9) Such other different or more detailed submissions as may be required.

(Serial No. 87-49, § 2, 1987; Serial No. 2015-03(c)(am), § 54, 8-31-2015)

49.70.250 Standards for approval.

Hillside development shall meet the following minimum standards:

(1) *Roads.* The City and Borough road standards shall apply to hillside development, except that:

(A) *Modification of standards.* The engineer or planning commission may modify road standards as identified in subsections (1)(B) and (C) of this section, if:

(i) The developer's traffic analysis and circulation, land ownership, and development patterns indicate future use of the roadway at less than collector street levels;

(ii) The modification would enable the development to meet, or more closely approximate, the criteria set forth in section 49.70.260; and either

(iii) The proposed road or access in question would result in a permanent cul-de-sac; or

(iv) A secondary access to the proposed development exists or will be developed as a part of the project.

(B) *Road width.* The width of a section of residential roadway may be narrowed to 20 feet, with a single four-foot pedestrian way and underground storm drain system, if:

(i) The section is not more than 200 feet in length, and is separated from other such sections by at least 100 feet of standard roadway;

(ii) No entrances, intersections or parking are allowed in the section;

(iii) Guard rails, if any, are designed to permit the passage of plowed snow;

(iv) There is at least a 200-foot line of sight along the centerline of the section;

(v) The section enables the development to meet, or more closely approximate, the criteria set forth in section 49.70.260;

(vi) Grouped off-street parking spaces are provided at the entry to the section; and

(vii) Adequate provision is made for storage of snow.

(C) *Road grade.* The grade of a section of residential roadway may be increased to a maximum of 15 percent if:

(i) The section is not more than 200 feet in length and separated from other such sections by at least 100 feet of roadway;

(ii) No entrances or intersections are allowed in the section;

(iii) Through intersections at the end of the section have approaches at least 50 feet long measured from the edge of the traveled way of the crossroad and are at a grade of eight percent or less; intersections requiring a full stop have approaches no less than 20 feet long at a grade of two percent or less, or no less than 50 feet long at a grade between two and six percent;

(iv) Any guard rails are designed to permit the passage of plowed snow;

(v) All sight distances conform to standards of the American Association of State Highway and Transportation Officials; and

(vi) The section enables the development to meet, or more closely approximate, the criteria set forth in section 49.70.260.

(2) *Weather.* The engineer may prohibit a developer from earthmoving during periods of very wet soil conditions, in which case the permit shall be extended by a like period.

(3) *Sediment.* The developer shall not allow any increase in sediment to flow off-site during or after construction if such would be likely to cause an adverse impact on a down slope lot or waterbody.

(4) *Peak discharge.* The developer shall ensure that during and after construction of major development, the peak discharge of all streams and natural drainage ways at the down slope boundary shall be no greater than that occurring prior to excavation.

(Serial No. 87-49, § 2, 1987)

49.70.260 Criteria.

The commission or director shall consider the extent to which the development meets the following criteria:

(1) *Soil erosion.* Soil disturbance and soil erosion shall be minimized and the effects thereof mitigated.

(2) *Existing vegetation.* Depletion of existing vegetation shall be minimized.

(3) *Contours.* The developer shall recontour the finished grade to natural-appearing contours which are at or below 30 percent or the natural angle of repose for the soil type, whichever is lower, and which will hold vegetation.

(4) *Time of exposure and soil retention.* The developer shall minimize the period of time that soil is exposed and shall employ mats, silt blocks or other retention features to maximize soil retention.

(5) *Replanting.* The developer shall mat, where necessary, and plant all exposed soil in grass or other soil-retaining vegetation and shall maintain the vegetation for one full growing season after planting.

(6) *Drainage.* The developer shall minimize disturbance to the natural course of streams and drainage ways. Where disturbance is unavoidable, the developer shall provide a drainage system or structures which will minimize the possibility of sedimentation and soil erosion on-site and downstream and which will maintain or enhance the general stream characteristics, spawning quality, and other habitat features of the stream and its receiving waters. Where possible, development shall be designed so lot lines follow natural drainage ways.

(7) *Foundations.* The developer shall ensure that buildings will be constructed on geologically safe terrain.

(8) *Very steep slopes.* The developer shall minimize excavation on slopes over 30 percent.

(9) *Soil retention features.* The developer shall minimize the use of constructed retention features. Where used, their visual impact shall be minimized through the use of natural aggregate or wood, variation of facade, replanted terraces, and the like.

(10) *Wet weather periods.* The developer shall minimize exposure of soil during the periods of September 1—November 30 and March 1—May 1.

(Serial No. 87-49, § 2, 1987; Serial No. 2015-03(c)(am), § 54, 8-31-2015)

49.70.270 Conditions on approval.

The commission or director may place conditions upon a hillside development endorsement as necessary or desirable to ensure that the spirit of this chapter will be implemented in the manner indicated in the application. Fulfillment of conditions shall be certified by the engineer. The conditions may consist of one or more of the following:

(1) *Development schedule.* The commission or director may place a reasonable time limit on or require phasing of construction activity associated with the development or any portion thereof, in order to minimize construction-related disruption to traffic and neighbors or to ensure that the development is not used or occupied prior to substantial completion of required improvements.

(2) *Dedications.* The commission or director may require conveyances of title or other legal or equitable interests to public entities, public utilities, a homeowner's association, or other common entities. The developer may be required to construct any public facilities, such as drainage retention areas, to City and Borough standards prior to dedication.

(3) *Construction guarantees.* The commission or director may require the posting of a bond or other surety or collateral providing for whole or partial releases, in order to ensure that all required improvements are constructed as specified in the approved plans.

(4) *Lot size.* If justified by site topography, the commission or director may require larger lot areas than prescribed by zoning requirements.

(Serial No. 87-49, § 2, 1987; Serial No. 2015-03(c)(am), § 55, 8-31-2015)

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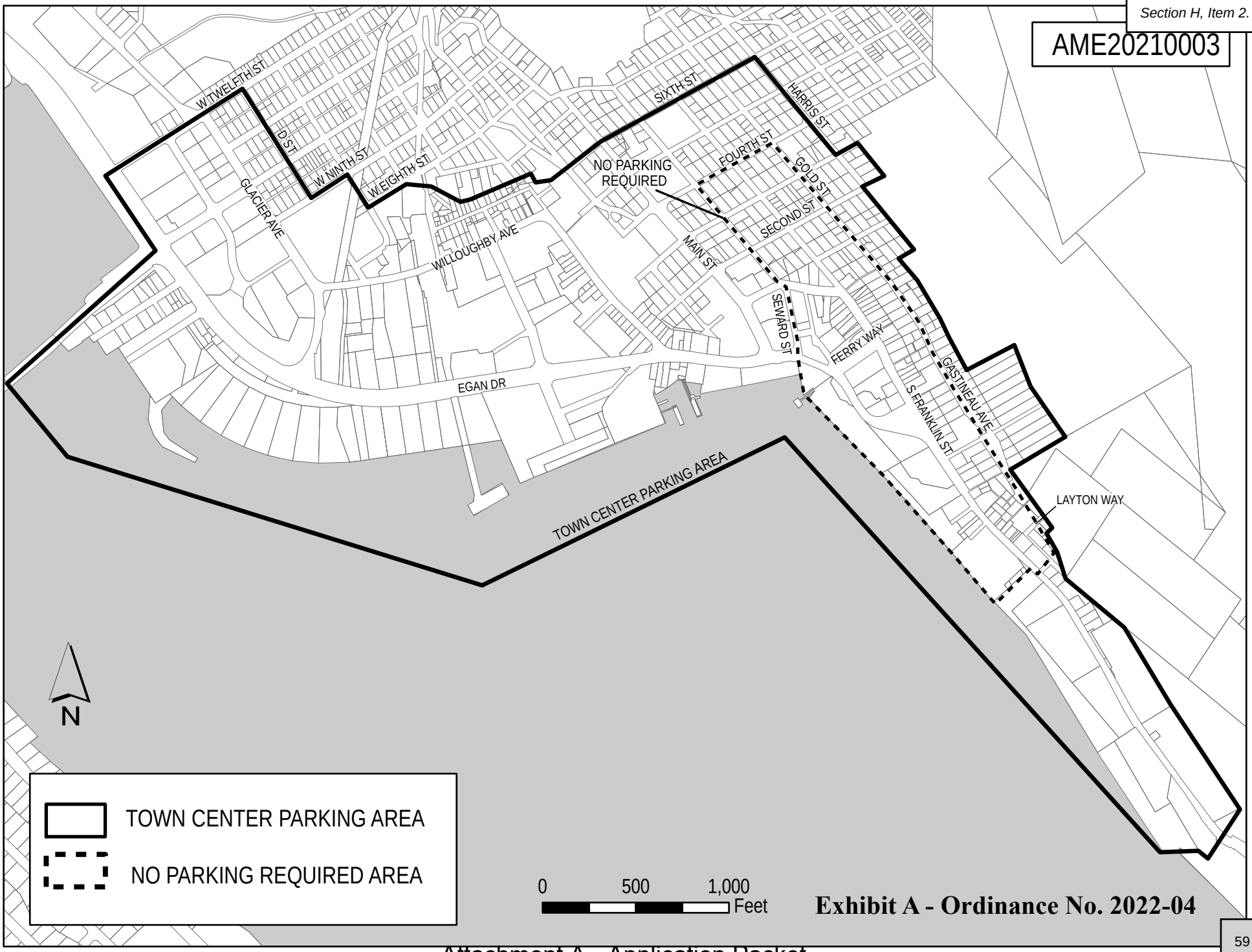


Exhibit A - Ordinance No. 2022-04

Attachment A - Application Packet

ArcMap Source: P:\quinn\Projects\LAW\ame20210003.mxd
Revised 4/12/2022

Presented by: The Manager
Presented: 02/07/2022
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-04(b)

An Ordinance Amending the Parking Requirements of the Land Use Code.

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. CBJ 49.40 Parking and Traffic, Article II Parking and Loading, is repealed and reenacted to read:

ARTICLE II: PARKING AND LOADING

49.40.200 General applicability.

Developers must provide off-street parking spaces for automobiles in accordance with the requirements set forth in this chapter at the time any structure is erected, expanded, or when there is a change in the principal use.

(a) Special Parking Areas.

(1) *Town Center Parking Area.* The Town Center Parking Area, as depicted in Ordinance 2022-04 is adopted. The Town Center Parking Area consists of the lots within the area bound by West Tenth Street, Egan Drive, West Twelfth Street, D Street, West Ninth Street, C Street and its projection, West Eight Street and its

projection, the rear lot lines of property between 370 through Distin Avenue, Sixth Street and its projection, Harris Street, projection of Third Street, projection of East Street, projection of Second Street, projection of Harris Street, the rear lot lines of property between 143 and 400 Gastineau Avenue, the rear lot lines of property between 511 and 889 South Franklin Street, and Gastineau Channel.

(2) *No Parking Required Area.* The No Parking Required Area, as depicted in Ordinance 2022-04 is adopted. The lots within the area bound by Gastineau Avenue, Fourth Street, Seward Street, Gastineau Channel, 490 South Franklin Street, and Layton Way are excluded from the parking requirements of this chapter. No additional parking is required for development in this area.

(b) *Conforming parking.* The requirements, alternatives and reductions of this chapter can be combined to meet parking requirements of a development.

(c) *Developer responsibility.* Developer must submit documentation to demonstrate that applicable parking code requirements have been met, in conformance with this chapter.

(d) *Owner/occupant responsibility.* The provision and maintenance of off-street parking and loading spaces required in this chapter is a continuing obligation and joint responsibility of the owner and occupants.

(e) *Determination.* The determination of whether the parking requirements of this chapter are satisfied, with or without conditions, and deemed necessary for consistency with this title, must be made by:

(1) The director for minor development;

(2) The commission for major development; or

(3) The commission if the development application relates to a series of applications for minor developments that, taken together, constitute major development, as determined by the director.

(f) *Expansion.* In cases of expansion of a structure on or after the effective date of Ordinance 2022-04,

(1) The number of additional off-street parking spaces required must be based on the gross floor area added.

(2) No additional parking spaces are required if the additional spaces would amount to less than ten percent of the total required for the development and amount to two or less spaces.

(3) For phased expansion, the required off-street parking spaces is the amount required for the completed development, as determined by the director.

(g) *Change in use.* In cases of a change in use on or after the effective date of Ordinance 2022-04, the number of spaces required will be based on this chapter.

(h) *Replacement and reconstruction of certain nonconforming structures.* Off-street parking requirements for the replacement and reconstruction of certain nonconforming structures in residential districts must be governed by chapter 49.30.

(i) *Mixed occupancy.* Mixed occupancy is when two or more of the parking uses in 49.40.210 share the same lot(s). For mixed occupancy, the total requirement for off-street parking facilities is the sum of the requirements for the uses computed separately.

(j) *Uses not specified.* The requirements for off-street parking in 49.20.320 are based on the requirements for the most comparable use specified, as determined by the director for minor development or by the commission for major development.

(k) *Location.* Off-street parking facilities must be located as provided in this chapter. If a distance is specified, such distance is the walking distance measured from the building being served to the parking provision. Off-street parking facilities for:

(1) Single-family dwellings and duplexes must be on the same lot as the building served;

(2) Multifamily dwellings may not be more than 100 feet distant, unless compliant with section 49.40.215; and

(3) Uses other than those specified above, may be not more than 500 feet distant, unless compliant with section 49.40.215.

(l) *Off-street parking requirements for a lot accessible by air or water only.* Off-street parking requirements do not apply to a lot if it is accessible only by air or water. If the director determines that public access by automobile to the lot later becomes available, the owner of the property must be given notice and within one year must provide the required off-street parking.

49.40.210 Number of off-street parking spaces required.

(a) *General.* The minimum number of off-street parking spaces required must be as set forth in the following table. The number of spaces must be calculated and rounded down to the nearest whole number:

Use	Spaces Required in All Other Areas	Spaces Required in Town Center Parking Area
Single-family and duplex	2 per each dwelling unit	1 per each dwelling unit
Multifamily units	1 per one bedroom unit	0.4 per one bedroom unit
	1.5 per two bedroom unit	0.6 per two bedroom unit
	2.0 per three or more bedroom unit	0.8 per three or more bedroom unit
Roominghouse, boardinghouse, single-room occupancies with	1 per 2 bedrooms	1 per 5 bedrooms

Use	Spaces Required in All Other Areas	Spaces Required in Town Center Parking Area
shared facilities, bed and breakfast, halfway house, and group home		
Single-room occupancies with private facilities	1 per each single-room occupancy plus 1 additional per each increment of four single-room occupancies with private facilities	1 per 5 single-room occupancies, plus 1 per each increment of ten single-room occupancies with private facilities.
Accessory apartment	1 per each unit	0 per each unit
Motel	1 per each unit in the motel	1 per each 12 units in the motel
Hotel	1 per each four units	1 per each 12 units
Hospital and nursing home	2 per bed OR one per 400 square feet of gross floor area	2 per bed OR one per 400 square feet of gross floor area
Senior housing	0.6 parking spaces per dwelling unit	0.3 spaces per dwelling unit
Assisted living facility	0.4 parking spaces per maximum number of residents	0.4 parking spaces per maximum number of residents
Sobering center	1 parking space per 12 beds	2 parking spaces
Theater	1 for each four seats	1 for each 10 seats
Church, auditorium, and similar enclosed places of assembly	1 for each four seats in the auditorium	1 for each 10 seats in the auditorium
Bowling alley	3 per alley	1.2 per alley
Bank, office, retail commercial, salon and spa	1 per 300 square feet of gross floor area	1 per 750 square feet of gross floor area
Medical or dental clinic	1 per 200 square feet of gross floor area	1 per 400 square feet of gross floor area
Funeral Home	1 per six seats based on maximum seating capacity in main auditorium	1 per 15 seats based on maximum seating capacity in main auditorium
Warehouse, storage, and wholesale businesses	1 per 1,000 square feet of gross floor area	1 per 2,500 square feet of gross floor area
Restaurant and alcoholic beverage dispensary	1 per 200 square feet of gross floor area	1 per 750 square feet of gross floor area
Swimming pool serving general public	1 per four persons based on pool capacity	1 per 10 persons based on pool capacity
Shopping center and mall	1 per 300 square feet of gross leasable floor area	1 per 750 square feet of gross floor area
Convenience store	49.65 Article V	1 per 750 square feet of gross floor area
Watercraft moorage	1 per three moorage stalls	2 per 15 moorage stalls
Manufacturing uses; research, testing and processing, assembling, industry	1 per 1,000 square feet gross floor area except that office space must provide parking as required for offices	1 per 2,500 square feet gross floor area except that office space must provide parking as provided for offices.
Library and museum	1 per 600 square feet gross floor area	1 per 1,500 square feet of gross floor area

Use	Spaces Required in All Other Areas	Spaces Required in Town Center Parking Area
School, elementary	2 per classroom	2 per classroom
Middle school or junior high	1.5 per classroom	1.5 per classroom
High school	A minimum of 15 spaces per school; where auditorium or general assembly area is available, one per four seats; one additional space per classroom	A minimum of 15 spaces per school; where auditorium or general assembly area is available, one per four seats; one additional space per classroom
College, main campus	1 per 500 square feet of gross floor area of an enclosed area, or, where auditorium or general assembly area is available, one per four seats, whichever is greater	1 per 500 square feet of gross floor area of an enclosed area, or, where auditorium or general assembly area is available, one per four seats, whichever is greater
College, satellite facilities	1 per 300 square feet of gross floor area of an enclosed area, or, where auditorium or general assembly area is available, one per four seats, whichever is greater	1 per 300 square feet of gross floor area of an enclosed area, or, where auditorium or general assembly area is available, one per four seats, whichever is greater
Repair/service station	5 spaces per bay. For facilities with two or more bays, up to 60% of the required non-accessible parking spaces may be in a stacked parking configuration.	3 spaces per bay. All but two of the required non-accessible parking spaces may be in a stacked configuration.
Post office	1 per 200 square feet gross floor area	1 per 500 square feet of floor area.
Childcare Home	49.65 Article X, cannot be varied or FIL	49.65 Article X, cannot be varied or FIL
Childcare Center	49.65 Article X, cannot be varied or FIL	49.65 Article X, cannot be varied or FIL
Indoor sports facilities, gyms	1 per 300 square feet gross floor area	1 per 750 square feet gross floor area
Mobile Food Vendors	No parking requirement	No parking requirement.
Open air food service (TPU 8.3)	1 per 400 square feet of gross floor area.	Zero

(b) *Accessible parking spaces.* Accessible parking spaces must be provided as part of the required off-street parking spaces, according to the following table (Table 49.40.210(b)). Except, Accessible parking spaces are not required for residential uses that require fewer than ten parking spaces and there are no visitor parking spaces.

Table 49.40.210(b)	
Total Parking Spaces in Lot	Required Minimum Number of Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2 percent of total spaces
1,001 and over	20 plus 1 space for each 100 spaces over 1100 total spaces in lot

(c) *Facility loading spaces.* In addition to the required off-street parking requirements, a development must provide loading spaces as set forth in the following table:

	Gross Floor Area in Square Feet		
Use	**All other areas**	**Town Center Parking District**	**Loading Space Required**
Motels and hotels	5,000—29,999	6,000-60,000	1
	30,000—60,000		2
	Each additional 30,000	Each additional 30,000	1

	Gross Floor Area in Square Feet		
Use	**All other areas**	**Town Center Parking District**	**Loading Space Required**
Commercial	5,000—24,999	6,000-50,000	1
	25,000—50,000		2
	Each additional 30,000	Each additional 30,000	1
Industrial, manufacturing, warehousing, storage, and processing	5,000—24,999	6,000-50,000	1
	25,000—50,000		2
	Each additional 30,000	Each additional 30,000	1
Hospital	5,000—40,000	6,000-40,000	1
	Each additional 40,000	Each additional 40,000	1
School	For every two school buses		1
Home for the aged, convalescent home, correctional institution	More than 25 beds		1

49.40.215 Parking alternatives.

Parking alternatives are methods of accommodating required parking without building parking on site. A developer may apply for one or more parking alternatives. Parking alternatives may be combined with approved reductions.

(a) *Joint use*. Joint use occurs when the same off-street parking space is used to meet the parking requirement of different uses at different times. Joint use of off-street parking spaces may be authorized when the developer demonstrates there is no substantial conflict in the principal operating hours of the structures and uses involved and subject to the following requirements:

(1) Any structure or use sharing the off-street parking facilities of another structure or use must be located within 500 feet of such parking facilities, unless a lesser radius is identified in this chapter. A developer may apply to provide off-street parking in an area greater than 500 feet distant, if approved by the commission.

(2) The developer demonstrates with appropriate analysis or data that there is no substantial conflict in the principal operating hours of the structures or users for which joint use of off-street parking facilities is proposed.

The developer must present to the director a written instrument, proposed by the parties concerned, providing for joint use of off-street parking facilities. Upon approval by the director, such instrument must be recorded by the developer and documentation of recording provided to the director.

(b) *Loading spaces off-site*. The required loading space(s) may be met by an alternative private off-site loading parking space, if the alternate space is determined by the director of adequate capacity and proximity. In no case will the distance exceed standards established in 49.40.200(k).

49.40.220 Parking reductions.

A parking reduction reduces the required off-street parking spaces for a development. A developer may apply for one or more parking reductions. Accessible parking spaces must not be

reduced and must be provided in accordance with subsection 49.40.210(b). Loading spaces must not be reduced and must be provided in accordance with subsection 49.40.210(c).

(a) *Parking waivers.* The required number of parking spaces required by this chapter may be reduced if the requirements of this section are met.

(1) *Standards.* Any waiver granted under this section must be in writing and must include the following required findings and any conditions, such as public amenities, imposed by the director or commission that are consistent with the purpose of this title:

(A) The effect of granting a waiver would result in more benefits than detriments to the neighboring area and community as a whole as identified by the comprehensive plan; and

(B) The effect of granting a waiver will not materially endanger public health, safety, or welfare.

(2) *Relevant information.* The following information may be relevant for the director or commission's review:

(A) Analysis or data relevant to the intended use and related parking demands.

(B) Provision for alternative transportation.

(C) Traffic mitigation measures supported by industry standards.

(D) Bicycle and pedestrian amenities.

(3) *Applications.* Applications for parking waivers must be on a form specified by the director and must be accompanied by a one-time fee as provided in 49.85.

(4) *Public notice.* The director must mail notice of any complete parking waiver application to the owners of record of property located within a 250-foot radius of

the site seeking the waiver. If the parking waiver application is filed in conjunction with a major development permit, notice of both applications should be made concurrently in accordance with CBJ 49.15.230.

(5) *Expiration.* An approved parking waiver expires upon a change in use.

(b) *Town Center Parking Area, Fee-In-Lieu of off-street parking spaces.* In the Town Center Parking Area, a developer may pay a one-time fee in lieu of providing off-street parking spaces to satisfy the minimum parking requirements of this chapter. Fee in lieu can be used in any combination with other parking provisions of this chapter. Any fee in lieu due must be paid in full prior to the issuance of a temporary certificate of occupancy.

49.40.225 Dimensions and signage for Required Off-Street Parking Spaces.

(a) *Standard spaces.*

(1) Except as provided in this section, each standard parking space must consist of a generally rectangular area at least 8½ feet by 17 feet. Lines demarcating parking spaces may be drawn at any angle to curbs or aisles so long as the parking spaces so created contain within them the rectangular area required by this section.

(2) Spaces parallel to the curb must be no less than 22 feet by 6½ feet.

(b) *Accessible spaces.*

(1) Each accessible parking space must consist of a generally rectangular area at least 13 feet by 17 feet, including an access aisle of at least 5 feet by 17 feet. Two accessible parking spaces may share a common access aisle.

(2) One in every eight accessible parking spaces, but not less than one, must be served by an access aisle with a width of at least eight feet and must be designated "van-accessible."

(3) Accessible parking spaces must be designated as reserved by a sign showing the symbol of accessibility. "Van-accessible" parking spaces must have an additional sign designating the parking space as "van-accessible" mounted below the symbol of accessibility. A sign must be located so it cannot be obscured by a vehicle parked in the space.

(4) Access aisles for accessible parking spaces must be located on the shortest accessible route of travel from parking area to an accessible entrance.

(c) *Facility loading spaces.*

(1) Each off-street loading space must be not less than 30 feet by 12 feet, must have an unobstructed height of 14 feet 6 inches, and must be permanently available for loading.

49.40.230 Parking area and site circulation review procedures.

(a) *Purpose.* The purpose of these review procedures is to ensure that proposed parking and related site access areas provide for adequate vehicular and pedestrian access and circulation; that parking spaces are usable, safe, and conveniently arranged; that sufficient consideration has been given to off-street loading and unloading; and that the parking area will be properly drained, lighted, and landscaped.

(b) *Plan submittal.* Development applications must include plans for parking and loading spaces. Major development applications must include plans prepared by a professional engineer or architect. These plans may be part of a plan submission prepared in conjunction with the required review of another aspect of the proposed development.

(1) *Contents.* The plans must contain the following information:

(A) Parking and loading space plans drawn to scale and adequate to show clearly the circulation pattern and parking area function;

(B) Existing and proposed parking and loading spaces with dimensions, traffic patterns, access aisles, and curb radii;

(C) Improvements including roads, curbs, bumpers and sidewalks indicated with cross sections, designs, details, and dimensions;

(D) A parking schedule indicating the number of parking spaces required, the number provided, and how such calculations were determined;

(E) Topography showing existing and proposed contour intervals; and

(F) Landscaping, lighting and sign details, if not provided in conjunction with the required review of another aspect of the proposed development.

(2) *Waiver of information.* The director may waive submission of any required exhibits.

(c) *Review procedure.* Plans must be reviewed and approved according to the procedures of this chapter and chapter 49.15.

(d) *Public improvements required.* As a condition of plan approval, the department may require a bond approved as to form by the municipal attorney for the purpose of ensuring the installation of off-site public improvements. As a condition of plan approval, the applicant is required to pay the cost of providing reasonable and necessary public improvements located outside the property limits of the development but necessitated by construction or improvements within such development.

49.40.230 Parking and circulation standards.

(a) *Purpose.* Provisions for pedestrian and vehicular traffic movement within and adjacent to the site must address layout of parking areas, off-street loading and unloading needs, and the

movement of people, goods, and vehicles from access roads, within the site, and between buildings and vehicles. Parking areas must be landscaped and must feature safely-arranged parking spaces.

(b) *Off-street parking and loading spaces; design standards.*

(1) Access. There must be adequate ingress and egress from parking spaces. The required width of access drives for driveways must be determined as part of plan review depending on use, topography and similar considerations.

(2) Size of aisles. The width of aisles providing direct access to individual parking stalls must be in accordance with the following table. Other angles may be approved by the director that satisfy the needs of this chapter.

Parking Angle	0°	30°	45°	60°	90°
One-way traffic aisle width	13’	11’	13’	18’	24’
Two-way traffic aisle width	19’	20’	21’	23’	24’

(3) Location in different zones. No access drive, driveway or other means of ingress or egress may be located in any residential zone if it provides access to uses other than those permitted in such residential zone.

(4) Sidewalks and curbing. Sidewalks must be provided with a minimum width of four feet of passable area and must be raised six inches or more above the parking area except when crossing streets or driveways. Guardrails and wheel stops permanently anchored to the ground must be provided in appropriate locations. Parked vehicles

must not overhang or extend over sidewalk areas, unless an additional sidewalk width of two feet is provided to accommodate such overhang.

(5) Stacked parking. Stacked parking spaces may only be counted as required parking spaces for single-family residences, duplexes, and as otherwise specified for specific uses. In the case of single-family residences and duplexes with or without accessory uses and child care homes in a residential district, only a single parking space per dwelling unit may be a stacked parking space.

(6) Back-out parking. Parking space aisles must provide adequate space for turning and maneuvering on-site to prevent back-out parking onto a right-of-way. If the director or the commission, when the commission has authority, determines back-out parking would not unreasonably interfere with the public health and safety of the parking space aisles and adjacent right-of-way traffic, back-out parking is allowed in the following circumstance:

(A) In the case of single-family dwellings and duplexes with or without accessory uses located in residential and rural reserve zoning districts;

(B) Where the right-of-way is an alley; or

(C) In the case of a child care home in a residential district.

(c) *Drainage.*

(1) Parking areas must be suitably drained.

(2) Off-site drainage facilities and structures requiring expansion, modification, or reconstruction in part or in whole as the result of the proposed development must be subject to off-site improvement requirements and standards as established by the city.

(d) *Lighting.* Parking areas must be suitably lighted. Lighting fixtures must be "full cutoff" styles that direct light only onto the subject parcel.

(e) *Markings and access.* Parking stalls, driveways, aisles and emergency access areas and routes must be clearly marked.

(f) *General circulation and parking design.*

(1) Parking space allocations must be oriented to specific buildings. Parking areas must be linked by walkways to the buildings they serve.

(2) Where pedestrians must cross service roads or access roads to reach parking areas, crosswalks must be clearly designated by pavement markings or signs. Crosswalk surfaces must be raised slightly to designate them to drivers, unless drainage problems would result.

Section 3. Amendment of Section. CBJ 49.65.530 Standards, is amended to read:

49.65.530 Standards.

(a) Stores may be approved in each of the areas shown on the convenience store use area maps A—B.

(b) Video rentals, a laundromat, and an automatic teller machine may be permitted as accessory uses. Automobile fuel sales may be permitted as an accessory use in locations with adequate space for queuing. The retail area for liquor sales may occupy no more than 50 percent of the gross floor area. Automotive service and exterior merchandising shall not be permitted. Drive-up window service may be permitted only if vehicle queues will not extend into adjacent streets.

(c) Except as authorized by the bonus provisions of this article, gross floor area shall be limited to 3,000 square feet.

(d) Vehicle access must be directly from an arterial or collector, and not from a local street.

(e) Height shall be limited to one story except that a second story may be allowed for residential use and for accessory office and storage uses, provided that any storage use must relate directly to the primary permitted use.

(f) The site perimeter and parking area shall be landscaped and screened with live material installed within ten months of the date of final construction permit approval or issuance of a certificate of occupancy, whichever is the later. The commission may authorize a bond or other security or collateral required pursuant to CBJ 49.15.330(g)(5) a provision specifying that the bond shall be forfeited if landscaping is not complete by the time required or if any plants dying within one year of installation are not replaced. Development abutting a lot zoned for residential use shall include landscaped strips or landscape boxes at least five feet wide unless the applicant demonstrates that a narrower landscape strip meets the intent of this section. The strips shall be covered with ground cover and shall be maintained throughout the year such that:

(1) On a property line shared with the residential lot the strip shall include a continuous shrub screen, fence, or both, six feet high and 95% opaque. The screen shall include one tree at least six feet high at installation per 30 lineal feet;

(2) On a property line adjacent to a street the strip shall include a continuous low shrub screen on a berm or other raised facility which is at least five feet wide, landscaped at a slope not greater than the natural angle of repose, and consistent with sight distance requirements for vehicle egress. The strip width may be reduced

to not less than 18 inches to accommodate planter boxes and sight obscuring fences. The screen shall include one tree per 30 lineal feet;

(3) On all other property lines except those along driveways the strip shall include a continuous low shrub screen with one tree per 30 lineal feet at least six feet high at installation.

(g) Outside of the Town Center Parking Area, the minimum off-street parking requirement shall be one space per 250 square feet of gross floor area.

(h) Exterior bear-resistant public litter cans shall be provided.

(i) The exterior building appearance, including siding, roofline, windows, paint colors, and building massing shall be compatible on all sides with surrounding uses.

(j) Exterior lighting may not shed light or glare above the roofline of the building or beyond the property line of the site.

(k) The building shall be set back from any property line shared with a residentially zoned parcel by a distance of 20 feet or the distance required by the underlying zoning district, whichever is greater.

(l) No more than 80 percent of the lot shall be covered by an impervious surface.

(m) The layout of the store shall provide for views from the cash register of bicycle racks, telephones, seating areas, and other exterior public amenities.

(n) The parking lot shall be paved and striped with spaces and a circulation pattern.

(o) Headlight glare shall not be permitted onto residentially-zoned lots adjacent to the site.

(p) Liquor sales shall not be permitted from drive-in window(s).

Section 4. Amendment of Section. CBJ 49.80.120 Definitions, is amended to include the following new definitions in alphabetical order, to read:

49.80.120 Definitions.

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

…

Mobile food vendor means a type of food service that is located in a vehicle, trailer or cart, and is capable of moving easily daily. Unless a push cart, these units must be capable of being licensed by the state as a motor vehicle, and can be moved without special conditions (such as a pilot car, flagging, or restricted hours of movement). Mobile units must completely retain their mobility at all times.

…

Open air food service means a food service located in a structure or area that does not have a permanent means of heat. (Note that woodstoves are not considered a permanent means of heat by the building code official). The director can extend the operation period for cause, such as extended tourist season, community event, or emergency provisions.

…

Walking distance is the distance measured by the shortest route, using pedestrian facilities, from the public entrance of the building in which a use occurs to the outer boundaries of another use.

…

Section 5. Amendment of Section. Section 49.85.100 is amended to read:

49.85.100 Generally.

Processing fees are established for each development, platting and other land use action in accordance with the following schedule. If a public notice sign is required by the director, the fee is $150 for the first sign, and $25 for each additional sign. One hundred dollars of the sign fee can be refunded if the sign is returned within two (2) weeks of the decision being issued.

…

(21) Parking waiver, $400. If the application is filed in conjunction with a major development permit the fee shall be reduced by 20 percent.

(22) Fee in lieu, $10,000 per off-street parking space required.

Section 6. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2022.

_____
Beth A. Weldon, Mayor

Attest:

_____
Elizabeth J. McEwen, Municipal Clerk

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

DEVELOPMENT PERMIT APPLICATION

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

To be completed by Applicant

PROPERTY LOCATION

Physical Address

Legal Description(s) (Subdivision, Survey, Block, Tract, Lot)

Parcel Number(s)

This property located in the downtown historic district
This property located in a mapped hazard area, if so, which _____

LANDOWNER/ LESSEE

Property Owner	Contact Person
Mailing Address	Phone Number(s)
E-mail Address	

LANDOWNER/ LESSEE CONSENT Required for Planning Permits, not needed on Building/ Engineering Permits

I am (we are) the owner(s)or lessee(s) of the property subject to this application and I (we) consent as follows:

A. This application for a land use or activity review for development on my (our) property is made with my complete understanding and permission.
B. I (we) grant permission for officials and employees of the City and Borough of Juneau to inspect my property as needed for purposes of this application.

X _____ _____
Landowner/Lessee Signature **Date**

X _____ _____
Landowner/Lessee Signature **Date**

NOTICE: The City and Borough of Juneau staff may need access to the subject property during regular business hours and will attempt to contact the landowner in addition to the formal consent given above. Further, members of the Planning Commission may visit the property before the scheduled public hearing date.

APPLICANT If the same as OWNER, write "SAME"

Applicant	Contact Person
Mailing Address	Phone Number(s)
E-mail Address	

X _____ _____
Applicant's Signature **Date of Application**

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

Intake Initials	
Case Number	Date Received

This form and all documents associated with it are public record once submitted.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Attachment A - Application Packet

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

ALLOWABLE/CONDITIONAL PERMIT APPLICATION

See reverse side for more information regarding the permitting process and the materials required for a complete application.

NOTE: Must be accompanied by a DEVELOPMENT PERMIT APPLICATION form.

To be completed by Applicant

PROJECT SUMMARY

TYPE OF ALLOWABLE OR CONDITIONAL USE PERMIT REQUESTED

Accessory Apartment – Accessory Apartment Application (AAP)

Use Listed in 49.25.300 – Table of Permissible Uses (USE)

Table of Permissible Uses Category: _____

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

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

SITE AND BUILDING SPECIFICS

Total Area of Lot _____ square feet Total Area of Existing Structure(s) _____ square feet

Total Area of Proposed Structure(s) _____square feet

EXTERNAL LIGHTING

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

ALL REQUIRED DOCUMENTS ATTACHED

Narrative including:

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

If this is a modification or extension include:

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

Plans including:

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

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

ALLOWABLE/CONDITIONAL USE FEES

	Fees	Check No.	Receipt	Date
Application Fees	$_____			
Admin. of Guarantee	$_____			
Adjustment	$_____			
Pub. Not. Sign Fee	$_____			
Pub. Not. Sign Deposit	$_____			
Total Fee	$_____			

This form and all documents associated with it are public record once submitted.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Case Number	Date Received

Allowable/Conditional Use Permit Application Instructions

Allowable Use permits are outlined in CBJ 49.15.320, Conditional Use permits are outline in CBJ 49.15.

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

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

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

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

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

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

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

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

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

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

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

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

ALTERNATIVE RESIDENTIAL SUBDIVISION APPLICATION

See reverse side for more information regarding the permitting process and the materials required for a complete application.

NOTE: Must be accompanied by a DEVELOPMENT PERMIT APPLICATION form.

To be completed by Applicant

PROJECT SUMMARY

TYPE OF ALTERNATIVE RESIDENTIAL SUBDIVISION APPROVAL REQUESTED (please see submittal requirements on reverse)

Alternative Residential Subdivision (ARP) Preliminary Plan Approval

Alternative Residential Subdivision (ARF) Final Plan Approval (or Extension)

Amendment to Approved (ARP) Preliminary Plan*

Amendment to Approved (ARF) Final Plan*

* Minor amendments will be reviewed by the Director; Major amendments will be reviewed by the Planning Commission.

LEGAL DESCRIPTION(S) OF PROPERTY INVOLVED

Number of Existing Parcels _____ Total Land Area _____ Number of Resulting Parcels _____

PROPOSED USE OF LAND AND BUILDING(S)

Zoning District(s) _____

Right-of-Way Frontage Proposed _____

Number of Dwelling Units Proposed_____

Parking Proposed _____

Percent Open Space _____

Percent Buffer _____

Density Proposed _____

Density Bonus YES NO

ALL REQUIRED MATERIALS ATTACHED

Complete application per CBJ 49.15.940 (preliminary) **or CBJ 49.15.950** (final)

Pre-Application Conference notes

Narrative including:

- Current use of land or building(s)
- Unique characteristics of land or building(s)
- How the proposed project conforms to the Comprehensive Plan and CBJ Title 49 How
- the proposed project effects public health, safety, and welfare
- How the proposed project is in harmony with the surrounding neighborhood

Preliminary development plan (detailed on page 2)

Density Bonus

- Open Space
- Stream Setback
- Lower Income Households / Workforce Households
- Unusual Enhancements
- Public Right-of-Way Access
- Shared Use Pathways
- 5-Star Plus Energy Efficiency
- 6-Star Energy Efficiency
- High-efficiency Primary Heating Methods

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

This form and all documents associated with it are public record once submitted.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Case Number	Date Received

Alternative Residential Subdivision Application Instructions

Alternative Residential Subdivision outlined in CBJ 49.15.900

Each application for an Alternative Residential Subdivision is reviewed by the Planning Commission at a public hearing. The permit procedure is intended to provide the Commission the flexibility necessary to make decisions tailored to individual applications. The Commission may stipulate conditions to mitigate external adverse impacts from the proposed use. If it is determined that these impacts cannot be satisfactorily overcome, the permit shall be denied.

Pre-Application Conference: A pre-application conference is required prior to submitting an application. The applicant will meet with City & Borough of Juneau and Agency staff to discuss the proposed development, the permit procedure, and to determine the application fees. To schedule a pre-application conference, please contact the Permit Center at 586-0770 or via email at Permits@juneau.org.

Application: An application for an Alternative Residential Subdivision will not be accepted by the Community Development Department until it is determined to be complete. The items needed for a complete application are:

1. **Forms:** Completed Alternative Residential Subdivision Application and a Development Permit Application forms.
2. **Fees:** The fee is dependent upon the number of residential structures involved. Any development, work or use done without a permit issued will be subject to double fees. All fees are subject to change.
3. **Project Narrative:** A detailed narrative describing the project.
4. **Plans:** outlined in CBJ 49.15.940(b)(2).
    a. The amount of land for housing, open space, buffer, access, parking, and pedestrian circulation
    b. The number and types of housing units and proposed density
    c. The natural features to be protected and hazards to be avoided
    d. The public, if any, and private services to be provided

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

1. Electronic copies;
2. Paper copies 11" X 17" or smaller (larger paper size may be preapproved by the Community Development Department).

Preliminary Plan Approval

Application Review & Hearing Procedure:

Review: The Community Development Department shall determine when the Alternative Residential Subdivision Application is compete and advise the developer. Within 60 days of determining that an application is complete, the Director shall schedule the preliminary plan for a public hearing.

Hearing: All Alternative Residential Subdivision applications must be reviewed by the Planning Commission. The Commission shall review the preliminary plan and approve, approve with conditions, or deny pursuant to 49.15.940.

Public Notice Responsibilities: As part of the Preliminary Plan Approval, proper public notice must be given as outlined in CBJ 49.15.230 which consists of the following:

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

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

Final Plan Approval

After completion of all conditions and Commission approval of the preliminary plan in accordance with the Conditional Use permit procedures, the final plan shall be submitted for review and approval according to the following:

1. An application, fee, and a final plan must be submitted for Commission review.
2. Formation of a homeowners' association, or similar entity, is required, outlined in CBJ 49.15.950(b)(1)-(4).
3. The Commission may approve the final plan if it substantially conforms to the approved preliminary plan and all requirements of this article.

Phased Development: An applicant may develop an Alternative Residential Subdivision in phases, provided:

1. The initial application includes a preliminary development plan sufficient to assess the cumulative effects of the entire Alternative Residential Subdivision on the neighborhood and the environment according to the standards in subsection 49.15.940.
2. Each phase shall be so designed and implemented that, when considered with reference to any previously constructed phases but without reference to any subsequent phases, it meets the design standards applicable to the entire Alternative Residential Subdivision. Construction and completion of open space and common facilities serving each phase in an Alternative Residential Subdivision shall proceed at a rate no slower than that of other structures in the phase. No phase shall be eligible for final plan approval until all components of all preceding phases are substantially complete and homeowners' association documents have been approved.
3. Each phase of an Alternative Residential Subdivision shall be reviewed according to the provisions of this chapter then current. Each phase of an Alternative Residential Subdivision shall maintain design continuity with earlier phases. At no point during a phased development shall the cumulative density exceed that established in the approved preliminary plan.

Amendments

The developer of an Alternative Residential Subdivision may request an amendment to an approved preliminary or final Alternative Residential Subdivision plan. The request shall state the reasons for the amendment and shall be submitted in writing to the director, who shall inform the developer within 15 days whether the request shall be processed as a minor amendment or major amendment.

1. A minor amendment is a change consistent with the conditions of the original plan approval and would result in:
    a. Insignificant change in the outward appearance of the development;
    b. Insignificant impacts on surrounding properties;
    c. Insignificant modification in the location or siting of buildings or open space;
    d. No reduction in the number of parking spaces below that required;
    e. A delay of no more than one year in the construction or completion schedule for the project or, in the case of a phased project, the phase for which the amendment is requested.
2. All other amendments shall be reviewed by the Commission upon payment of a filing fee and in accordance with the requirements of the original plan approval.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

PARKING WAIVER APPLICATION

See reverse side for more information regarding the permitting process and the materials required for a complete application.

NOTE: Must be accompanied by a DEVELOPMENT PERMIT APPLICATION form.

To be completed by Applicant

PROJECT SUMMARY

TYPE OF PARKING WAIVER REQUESTED (check one)

MINOR DEVELOPMENT
Parking Waiver Departmental Review (PWD)

MAJOR DEVELOPMENT
Parking Waiver Planning Commission Review (PWP)

DEVELOPMENT FOR WHICH THE PARKING IS REQUIRED (check one)

Existing

Proposed – Related Case Number: _____

NUMBER OF REQUIRED PARKING SPACES PER CBJ 49.40.210(A)

For Residential Uses: _____ spaces

For Non-Residential Uses: _____ spaces

NUMBER OF PARKING SPACES THAT WILL BE PROVIDED

For Residential Uses: _____ spaces

For Non-Residential Uses: _____ spaces

ALL REQUIRED MATERIALS ATTACHED

Complete application per CBJ 49.15 and CBJ 49.40.210(d)(6)

Narrative including:

Why the parking waiver is being requested?

How the requested waiver meets items 1-4 on page 2

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

PARKING WAIVER FEES

Residential Spaces	_____	Non-Residential Spaces	_____
Residential Fee	$_____	Non-Residential Fee	$_____
Total Residential	$_____	Total Non-Residential	$_____

Total Fee $_____

This form and all documents associated with it are public record once submitted.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Case Number	Date Received

Parking Waiver Information

Parking waivers are outlined in CBJ 49.40.210(d)(6)

Parking Waivers are pursuant to 49.40.210(d) Exceptions (6) Parking Waivers. The required number of non-accessible parking spaces required by this section may be reduced if the requirements of this subsection are met. The determination of whether these requirements are met, with or without conditions, deemed necessary for consistency with this title, shall be made by the Director of the Community Development Department in the case of minor development; the Planning Commission in the case of major development; and the Planning Commission if the application relates to a series of applications for minor developments that, taken together, constitute major development, as determined by the director.

Any waiver granted under this subsection shall be in writing and shall include the following required findings and any conditions, such as public amenities, imposed by the director or commission that are consistent with the purpose of this title:

(1) The granting of the waiver would result in more benefits than detriments to the community as a whole as identified by the comprehensive plan;
(2) The development is located outside of the PD-1 parking district, PD-2 parking district, and Downtown Fee in Lieu of Parking District Map areas;
(3) Granting the waiver will not result in adverse impacts to property in the neighboring area; and
(4) The waiver will not materially endanger public health, safety, or welfare.

- Applications for parking waivers shall be on a form specified by the director and shall be accompanied by a one-time fee of $400. If the application is filed in conjunction with a major development permit, the fee shall be reduced by 20 percent.
- The director shall mail notice of any complete parking waiver application to the owners of record of all property located within a 250 foot radius of the site seeking the waiver. If the parking waiver application is filed in conjunction with a major development permit, notice of both applications shall be made concurrently in accordance with CBJ 49.15.230.

Approved parking waivers shall expire upon a change in use.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Ridgeview Subdivision
7400 Glacier Highway

Legal description of property to be subdivided:
USS 1568, Tract B1, Juneau Recording District, First Judicial District

Existing structures on the land:
There are no existing structures.

Zoning district:
D18 Multi Family

Density:
18-units/acre with density bonuses awarded in ARS Preliminary Plan.

Access:
Glacier Highway

Current and proposed use of any structures:
There are no current structures on the property. The proposed use of the structures to be built on the subdivision is multi-family housing with condominiums/apartments and townhomes.

Utilities available:
Yes, utilities are available along Glacier Highway.

Unique characteristics of the land or structure(s):
There are steep grades on portions of the property.

The Planning Commission approved the Final Plan application on December 15, 2022, File No. ARF2022 0001 and Amendment 1 on February 18, 2023, File No. ARF2023 001.

Reason for this amendment:
This amendment is to eliminate the eight (8) garages within the buildings on Unit Lots B, C and D and increase surface parking stalls to replace the garages along with additional stalls due to a change in the unit mix. The open space, minimum parking and other requirements established in ARF2022 0001 have been maintained with this change; and there are no changes to the conditions of approval.

Table 1 – Phase 1 Parking Analysis

	Units	One Bedroom	Two Bedroom	Three Bedroom	Total Parking Required	Garage Parking	Surface Parking Needed	Surface Parking Provided	Total Parking Provided	ADA Required	ADA Provided
Unit Lot A	24	16	8	0	28	8	20				
Unit Lot B	24	10	8	6	34	0	34				
Unit Lot C	24	10	8	6	34	0	34				
Unit Lot D	24	10	8	6	34	0	34				
Total	**96**	**46**	**32**	**18**	**130**	**8**	**122**	**127**	**135**	**5**	**5**

Project Narrative

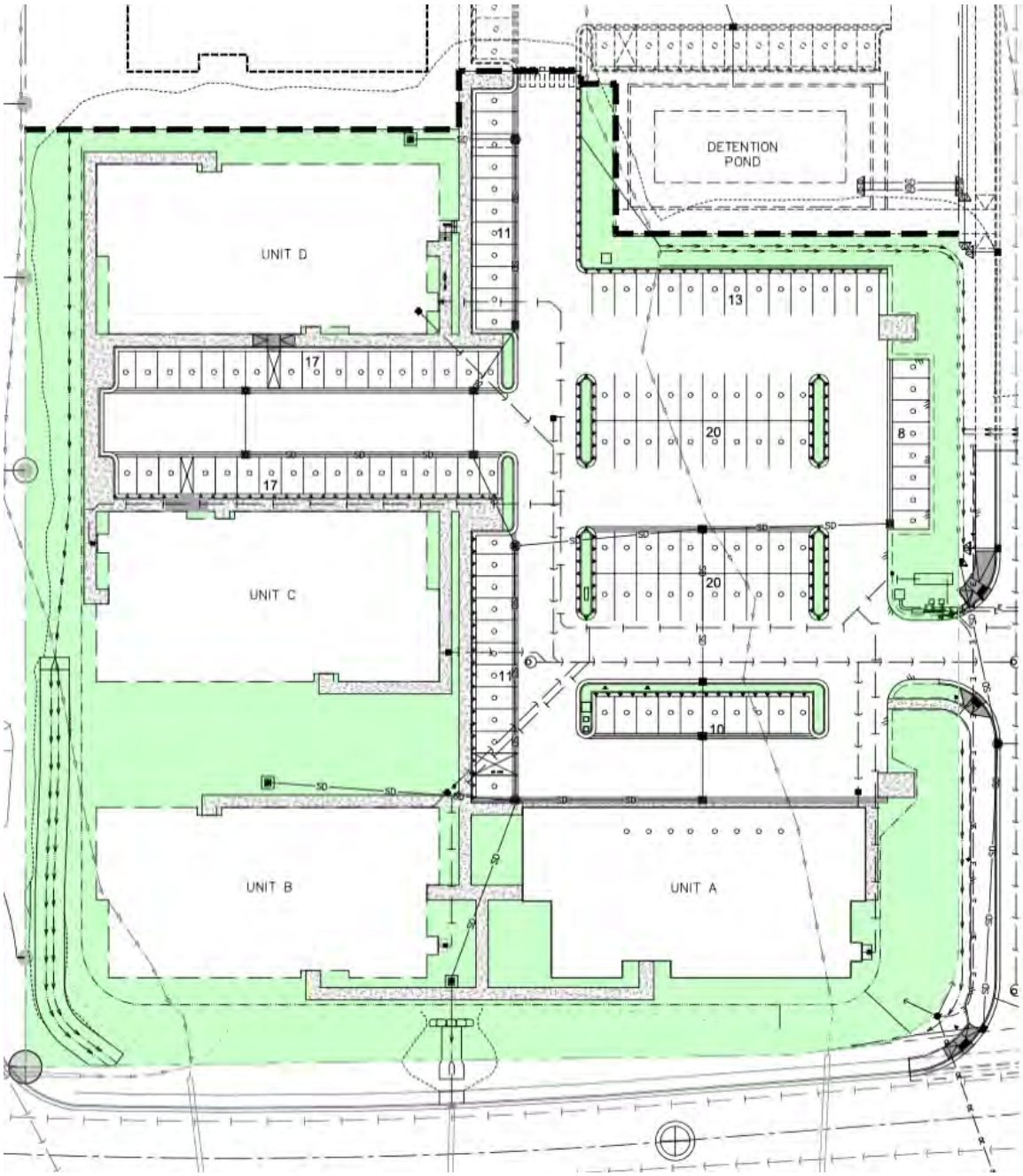
Table 2 – Phase 1 Open Space

	Total Area	Open Space Area	% Open
Phase 1	139,013 SF	43,309 SF	31.2Open O%

These changes maintain the required buffer with the Vista Del Sol neighbors; and, as a benefit to the project due to this change is consolidating the detention pond and increasing the separation from Unit Lot D.

The changes are illustrated in the following graphic.

Original Submission



ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION
12/1/2023	AK21001	

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		
5		
6		
7		

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
1-800-662-4111
www.bluestakes.org

0' 10' 20' 40' 80'
GRAPHIC SCALE: 1" = 20'

PROJECT INFORMATION

ALASKA 20 ACRE
JUNEAU, ALASKA

Attachment A - Application Packet

DEVELOPER / PROPERTY OWNER / CLIENT

PCI
ATT: ISAAC JOHNSON 801-358-5381
ISAAC@PCI1980.COM

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 753-5644
www.pkjdesigngroup.com

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT
JEREMY MATHESON
#12812-5301
10/14/2023
STATE OF UTAH

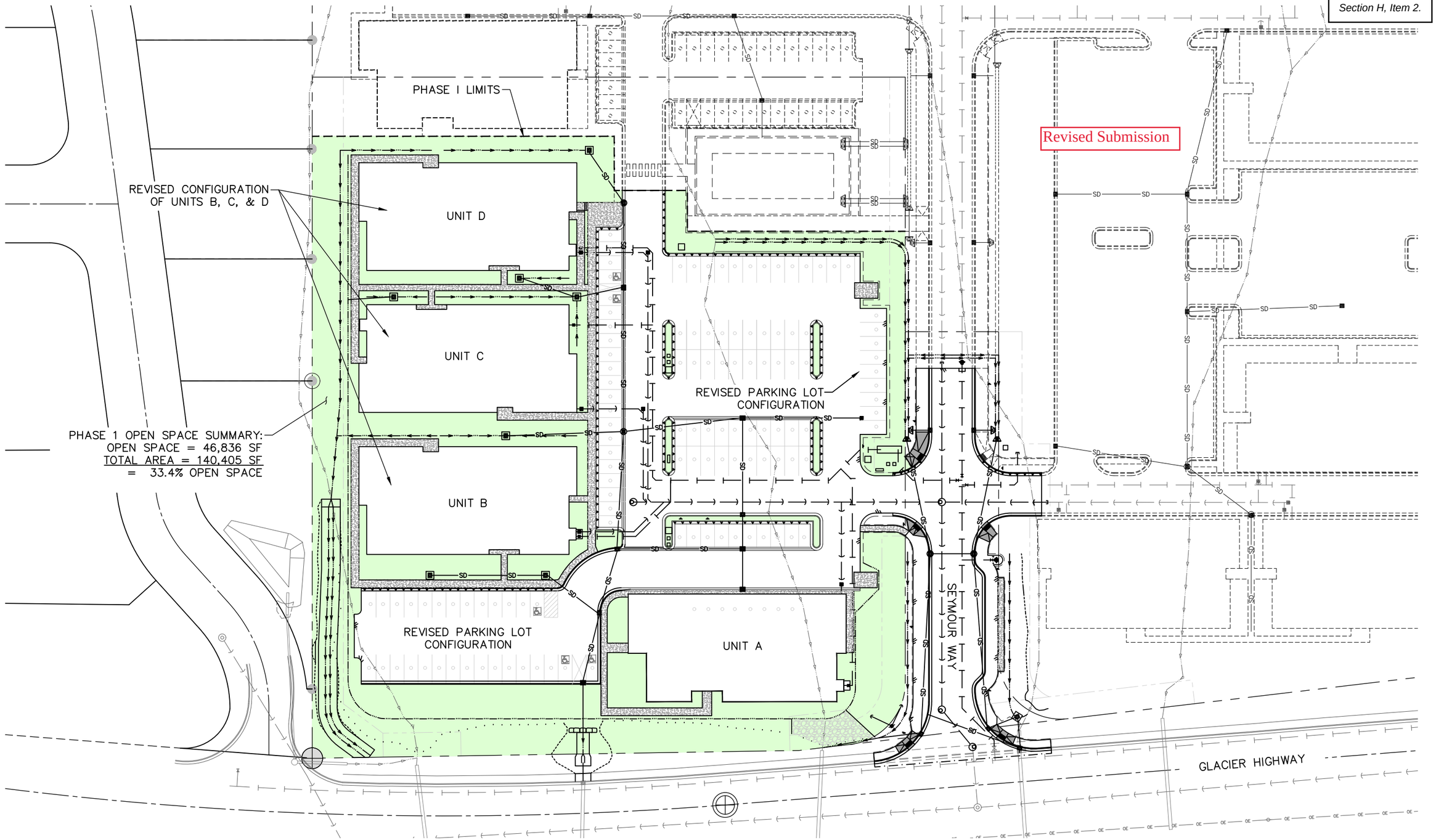
DRAWING INFO

PM:	JTA
DRAWN:	ACP
CHECKED:	JMA
PLOT DATE:	12/1/2023

LANDSCAPE PLAN COLOR

PRELIMINAR
FOR CONS

LP-C



30 15 0 30 60 90
SCALE IN FEET

REVISIONS			
No.	DATE	DESCRIPTION	BY

STATE OF ALASKA
49th
Tobias A. Lockhart
No.CE12602
REGISTERED PROFESSIONAL ENGINEER

HOMESHORE ENGINEERING, LLC
6035 Sunset Street
Juneau, Alaska 99801
907-463-5395
Toby Lockhart
toby@homeshorellc.com
Candy Sims
candy@homeshorellc.com

PCI
PLAN • CREATE • INNOVATE

RIDGEVIEW SUBDIVISION - PHASE I

ARF2022 0001 JAN 2024 AMENDMENT
SUMMARY OF PROPOSED CHANGES

PROJECT 23-002
DATE 01/04/2024

SHEET
PH

C:\Users\Toby\Homeshore LLC\Homeshore - Shared\Projects\23-002 Ridgeview Subdivision - PH I Construction Docs\60 CAD\Ph 1 - Redesign\MC_CS_RD_23-002 OPTIONS 12.15.23.dwg SAVED DATE: 2024-1-4 USER: TOBY

Attachment A - Application Packet

ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP
1/4/2024	AK21001					

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		
5		
6		
7		

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

N

0' 20' 40' 80' 160'
GRAPHIC SCALE: 1" = 40'

ALASKA 20 ACRE
JUNEAU, ALASKA

PCI
ATT: ISAAC JOHNSON 801-358-5381
ISAAC@PCI1980.COM

PKJ DESIGN GROUP
Landscape Architecture / Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 753-5644
www.pkjdesigngroup.com

DRAWING INFO	
PM:	JTA
DRAWN:	ACP
CHECKED:	JMA
PLOT DATE:	1/4/2024

LANDSCAPE PLAN COLOR

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-COLOR

Juneau Recording District

DECLARATION
OF
RIDGEVIEW SUBDIVISION

- A Planned Community -

DRAFT

AFTER RECORDING, RETURN TO:
GLACIER HEIGHTS, LLC
445 North 2000 West, Suite 7
Springville, UT 84663

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DECLARATION
OF
RIDGEVIEW SUBDIVISION

Declarant, **GLACIER HEIGHTS, LLC**, a Utah limited liability company doing business in Alaska as **GLACIER HEIGHTS JUNEAU, LLC**, whose mailing address is *445 North 2000 West, Suite 7, Springville, Utah 84663*, does hereby submit the real property in Juneau, Alaska described in **Schedule A-1** to the provisions of the Uniform Common Interest Ownership Act, Title 34, Chapter 8, of the Alaska Statutes, for the purpose of creating **RIDGEVIEW SUBDIVISION**, a planned community, and making the Improvements shown in the Planned Community Plat attached as **Schedule A-3**.

ARTICLE I
DEFINITIONS

In the Documents, the following words and phrases shall have the following meanings:

Section 1.1 – Act. The Uniform Common Interest Ownership Act, Title 34, Chapter 08 of the Alaska Statutes, as it may be amended from time to time.

Section 1.2 – Allocated Interests. The share of the Common Expense liability and the votes in the Association allocated to Lots in the Common Interest Community. The Allocated Interests are described in **Article VIII** of the Declaration and listed in **Schedule A-2**.

Section 1.3 – Association. *Ridgeview Owners Association, Inc.*, a non-profit corporation organized under Title 10, Chapter 20 of the Alaska Statutes. It is the Association of Lot Owners for Ridgeview Subdivision.

Section 1.4 – Bylaws. The Bylaws of the Association, as they may be amended from time to time. Neither such Bylaws nor any amendments to such Bylaws need be recorded in the property records.

Section 1.5 – CBJ. City and Borough of Juneau.

Section 1.6 – Common Elements. Each portion of the Common Interest Community, other than a Lot.

Section 1.7 – Common Expenses. The expenses or financial liabilities for the operation of the Common Interest Community. These include:

(a) Expenses of management, administration, insurance, governance and operation of the Common Interest Community;

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(b) Expenses for maintenance, repair, or replacement of the Common Elements;

(c) Expenses declared to be Common Expenses by the Documents or by the Act;

(d) Expenses agreed upon as Common Expenses by the Association;

(e) Expenses incurred by the Association for electricity, gas, water, telecommunication, and other utility charges not billed by the provider to individual Lots; and

(f) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements.

Section 1.8 – Common Interest Community. Ridgeview Subdivision.

Section 1.9 – Condominium Project. A condominium form of common interest community created under the Act.

Section 1.10 – Declarant. GLACIER HEIGHTS, LLC, a Utah limited liability company doing business in Alaska as GLACIER HEIGHTS JUNEAU, LLC,, and its successor and assigns as defined in Subsection AS 34.08.990(12) of the Act.

Section 1.11 – Declaration. This document, including any amendments.

Section 1.12 – Development Rights. Rights reserved for the benefit of the Declarant as set forth in **Article VII**.

Section 1.13 – Director. A member of the Executive Board.

Section 1.14 – Documents. The Declaration, the Planned Community Plat(s) recorded and filed pursuant to the provisions of the Act, the Articles of Incorporation, the Bylaws, and the Rules as they be amended from time to time. Any attachment, schedule, or certification accompanying a Document is a part of that Document.

Section 1.15 – Dwelling. A structure or portion thereof which is designed and intended for occupancy as a self-contained residence, home or living unit by a person or group of people living together as a single household. For example, a detached house is a Dwelling, a duplex structure contains two (2) Dwellings, and a four-plex structure contains four (4) Dwellings.

Section 1.16 – Environmental Laws. All present and future federal, state and local laws, statutes, ordinances, rules, regulations, decisions and other requirements of governmental authorities relating to Hazardous Materials or protection of human health or the environment, including without limitation the following federal laws: the Comprehensive Environmental Response, Compensation, and

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Liability Act of 1980, the Superfund Amendment and Reauthorization Act of 1986, the Solid Waste Disposal Act of 1965, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act, the Occupational Safety and Health Act, and any amendments to the same and regulations adopted, published and/or promulgated pursuant thereto.

Section 1.17 – Executive Board. The Board of Directors of the Association.

Section 1.18 – Hazardous Materials. Any material, substance or compound now or in the future defined as hazardous waste, hazardous substance, hazardous material, toxic, pollutant, or contaminant within the meaning of any Environmental Law, including, without limitation, petroleum, petroleum products, oil, waste oil, and unsanitary waste.

Section 1.19 – Improvements. Any construction, structure, fixture or facility existing or to be constructed on the land included in the Common Interest Community including, but not limited to, buildings, trees and shrubbery, landscaping, paving, signage, utility wires, pipes, trails, utility infrastructure, and light poles.

Section 1.20 – Limited Common Elements. The portion of the Common Elements allocated by the Declaration for the exclusive use of one (1) or more but fewer than all of the Lots. The Limited Common Elements in the Common Interest Community are described in **Article V**.

Section 1.21 – Lot. Lot means a unit-lot described in **Schedule A-1** that has been created by a subdivision plat approved by the CBJ. Each Lot is a "Unit" as defined in Section 34.08.990(32) of the Act and includes all Improvements located within the boundaries of the Lot. A Lot includes the title and a right to possession and Improvements therein. A Lot may be either a "Multifamily Lot" or a "Townhouse Lot" as defined herein.

Section 1.22 – Lot, Multifamily. A "Multifamily Lot" means a Lot consisting of more than one Dwelling.

Section 1.23 – Lot, Townhouse. A "Townhouse Lot" means a Lot consisting of one (1) townhouse-style Dwelling.

Section 1.24 – Lot Owner. A Person, including the Declarant, who owns a Lot. In the event that a Condominium Project has been created upon any Lot, then the Lot Owner shall be deemed to be the association of condominium unit owners for such Condominium Project.

Lot Owner does not include a Person having only a Security Interest in a Lot. A Lot Owner is a "unit owner" as defined in AS 34.08.990(33).

Section 1.25 – Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

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Section 1.26 – Notice and Comment. The right of a Lot Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in **Section 22.1** of the Declaration.

Section 1.27 – Notice and Hearing. The right of a Lot Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in **Section 22.2** of the Declaration.

Section 1.28 - Occupant. Any Person who has actual use, possession or control of a Lot, or any portion thereof, for any period of time. The term "Occupant" shall include, without limitation: (a) any lessee or tenant under a lease of any portion of a Lot or any other form of occupancy agreement, and (b) any unit owner of a condominium unit within a Condominium Project created within or upon a Lot.

Section 1.29 - Permittee. Any guest, vendor, supplier, visitor, invitee, licensee, contractor, or concessionaire of any Lot Owner or Occupant, and the officers, directors, employees, servants, and agents of any Lot Owner or Occupant.

Section 1.30 – Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.31 – Planned Community Plat. The Planned Community Plat as may be amended from time to time and attached as **Schedule A-3** to the Declaration.

Section 1.32 – Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by the Declaration.

Section 1.33 – Rules. Rules for the use of the Lots and Common Elements and for the conduct of Persons within the Common Interest Community, adopted by the Executive Board pursuant to **Section 20.3** the Declaration.

Section 1.34 – Security Interest. An interest in real estate created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.35 – Special Declarant Rights. Rights reserved for the benefit of the Declarant as set forth in **Article VII**.

Section 1.36 – Vehicle. The term "Vehicle" means every vehicle which is self-propelled and used for the transportation of people or cargo. The term "Vehicle" includes, but is not limited to, an

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automobile, motorcycle, truck, van, and Recreational Vehicle. Notwithstanding the foregoing, a low-speed electric bicycle is not considered a Vehicle.

Section 1.37 – Vehicle, Inoperable. The term "Inoperable Vehicle" means a Vehicle which is incapable of movement under its own power, and will remain so without repairs or part replacement.

Section 1.38 – Vehicle, Junk. The term "Junk Vehicle" means a vehicle which is missing one or more essential parts, such as, but not limited to, tires, wheels, engine, brakes, windows, lights and lenses, exhaust system, and such other parts as are necessary for the legal operation of a Vehicle.

Section 1.39 – Vehicle, Recreational. The term "Recreational Vehicle" means a self-propelled or nonmotorized vehicle that is intended or designed for recreation, camping, or travel purposes, including, but not limited to, travel trailers, camping trailers, truck campers, motorhomes, boats, personal watercraft, all-terrain vehicles, snowmobiles, and similar vehicles.

ARTICLE II
NAME AND TYPE OF COMMON INTEREST COMMUNITY, ASSOCIATION AND MEMBERSHIP

Section 2.1 – Name and Type of Common Interest Community. The name of the Common Interest Community is *Ridgeview Subdivision*. Ridgeview Subdivision is a *Planned Community* under the Act.

Section 2.2 – Association. The name of the Association of Lot Owners is *Ridgeview Owners Association, Inc.*, a non-profit corporation organized under the non-profit corporations laws of the State of Alaska.

Section 2.3 – Membership in Association. Every Lot Owner of a Lot in the Common Interest Community is a member of the Association. Membership and voting rights in the Association are appurtenant to, and inseparable from, ownership of a Lot.

ARTICLE III
DESCRIPTION OF PROPERTY

The Common Interest Community is situated in Juneau, Alaska, and is located on the real property described in **Schedule A-1**.

ARTICLE IV
NUMBER OF LOTS; LOT BOUNDARIES

Section 4.1 – Maximum Number of Lots. The Common Interest Community upon creation contains **one (1) Lot** as shown on the Planned Community Plat attached as **Schedule A-3**. The

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Declarant reserves the right to create and add an additional **three hundred fifty (350) Lots** in the Common Interest Community for an aggregate maximum total of **three hundred fifty-one (351) Lots** in the Common Interest Community.

Section 4.2 – Lot Boundaries. The Lot boundaries are the boundaries of the Lots as shown on the Planned Community Plat attached hereto as **Schedule A-3**.

ARTICLE V
COMMON ELEMENTS & LIMITED COMMON ELEMENTS

Section 5.1 - Common Elements. The Common Elements in Ridgeview Subdivision are each portion of the Common Interest Community other than a Lot. The Common Elements include, without limitation, parking areas and drive aisles, walking paths, open spaces, landscaped areas, water and sewer utilities, stormwater control features and drainages, and any other portion of the Property designated as a Common Element on the Planned Community Plat.

Section 5.2 - Limited Common Elements. The following portions of the Common Elements are designated as Limited Common Elements assigned to the Lots as stated:

(a) Any subsurface Improvement that is located outside the boundaries of a Lot and that is designed to serve one (1) or more but fewer than all of the Lots, including, but not limited to, a water line, sewer line, electrical line, or other underground Improvement, is a Limited Common Element allocated to the Lot(s) served.

*Pursuant to the rights reserved in **Article VII** of the Declaration, this **Section 5.2** may be amended by the Declarant to describe any new Limited Common Elements created under **Section 7.1** of the Declaration and to identify the Lot(s) to which such Limited Common Elements are allocated.*

ARTICLE VI
MAINTENANCE, REPAIR AND REPLACEMENT

Section 6.1 – Common Elements. Except as may be provided in **Section 6.2** of this Declaration, the Association shall be responsible for the maintenance, repair and replacement of all Common Elements. The Common Elements and all Improvements thereon shall be maintained in a good and workmanlike manner, and shall be kept in a safe, neat, clean and attractive order, condition, and appearance.

Maintenance of Common Element landscaped areas shall include regular watering, mowing, trimming, weed removal, fertilizing and any other maintenance activities essential to ensure the landscaped area is kept safe, attractive and in good health at all times. All shrubs and trees within the Common Elements shall be trimmed so as not to encroach upon sidewalks, streets or Lots. Dead trees, shrubs or grass shall be promptly removed and replaced. A dead tree or shrub means a tree or shrub that has been damaged beyond repair or is in an advanced state of decline such that an

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insufficient amount of live tissues, green leaves, limbs or branches exist to sustain the life of the tree or shrub.

Section 6.2 – Limited Common Elements. Limited Common Elements shall be maintained, repaired and replaced as follows:

(b) Any subsurface Improvement that is allocated as a Limited Common Element pursuant to **Section 5.2(a)** of this Declaration shall be maintained, repaired and replaced by the Association, and any Common Expenses associated therewith shall be assessed exclusively against the Lot(s) to which such Limited Common Element is allocated. If the Limited Common Element is allocated to more than one (1) Lot, such Common Expenses shall be assessed exclusively against the Lots to which such Limited Common Element is allocated in proportion to their respective Common Expense liabilities.

*Pursuant to the rights reserved in **Article VII** of the Declaration, this **Section 6.2** may be amended by the Declarant to establish the responsibilities of Lot Owners and/or the Association for the maintenance, repair and replacement of any new Limited Common Elements created under **Section 7.1** of the Declaration.*

Section 6.3 – Lots. Each Lot Owner shall maintain, repair and replace, at the expense of the Lot Owner, all portions of their Lot, including any structures or other Improvements within the Lot. The Lot and all Improvements thereon shall be kept in a safe, neat, clean and attractive order, condition, and appearance.

Section 6.4 – Failure to Maintain, Repair, and Replace. If a Lot Owner fails to maintain, repair, or replace any portion of a Lot and such failure creates a condition that threatens another Lot or the Common Elements, the Association may take such actions as are necessary to correct such condition without prior notice or with only such prior notice as can reasonably be given consistent with the threat. If the Association does take such action, the Lot Owner shall reimburse the Association for the cost of correcting the condition.

Section 6.5 – Additional Standards. By Rule, and in accordance with **Section 20.3** of the Declaration, the Association may adopt additional standards concerning maintenance, repair, and replacement of Lots, including Improvements within Lots that are visible from the Common Elements, for the purpose of avoiding adverse effects on the condition, use, or enjoyment of other Lots or the Common Elements.

Section 6.6 – Conduct of Maintenance, Repair, and Replacement by the Association. The Association shall have the exclusive authority to select, contract with, direct, retain, and replace all contractors and vendors for all activities to maintain, repair, and replace portions of the Property for which funds of the Association are used or to be used.

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ARTICLE VII
DEVELOPMENT RIGHTS, SPECIAL DECLARANT RIGHTS, AND OTHER RESERVED RIGHTS

Section 7.1 – Reservation of Development Rights. The Declarant reserves the following Development Rights:

(a) The right to create Lots, Common Elements, and Limited Common Elements within the Common Interest Community in the locations shown as "Development Rights Reserved" on **Schedule A-3**;

(b) The right to subdivide Lots or convert all or parts of Lots into Common Elements or Limited Common Elements in the locations shown as "Development Rights Reserved" on **Schedule A-3**;

(c) The right to add to the Comon Interest Community all or, from time to time, any portion of the real estate shown on **Schedule A-3** as "Additional Real Estate, Development Rights Reserved" and to create Lots, Common Elements, and Limited Common Elements thereon. This additional real estate is described in **Schedule A-1** as "Property Not In the Common Interest Community Subject to Development Rights".

(d) The right to withdraw from the Common Interest Community all or any portion of the Property shown as "Development Rights Reserved" on **Schedule A-3**; and

(d) The right to subdivide or combine Lots owned by Declarant, and to convert all or any portion of Lots owned by Declarant into Common Elements or Limited Common Elements.

Section 7.2 – Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised anywhere within the Common Interest Community:

(a) to complete Improvements shown on the Planned Community Plat filed with the Declaration and any amendments thereto and to complete Improvements on the Property approved or required by the CBJ;

(b) to maintain signs advertising the Common Interest Community, and to maintain one (1) or more structures within Lots owned by the Declarant as model Dwellings, management offices, or sales offices;

(c) to use or grant easements through the Common Elements for the purpose of making Improvements within the Common Interest Community or within real estate that may be added to the Common Interest Community;

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(d) to appoint or remove an officer of the Association or an Executive Board member during a period of Declarant Control subject to the provisions of **Section 7.4** of the Declaration; and

(e) to exercise a Development Right reserved in the Declaration.

Section 7.3 – Other Reserved Rights.

(a) *Construction: Declarant's Easement*. The Declarant reserves the right to perform repair and construction work, and to store materials in secure areas, on Common Elements and on Lots owned by Declarant, and the further right to control all such work and repairs on Lots, and the right of access thereto, until its completion of the work on the Lots. All work may be performed by the Declarant without the consent or approval of the Executive Board or any Lot Owner. The Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in the Declaration.

(b) *Utility Infrastructure and Easements*. The Declarant reserves the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Common Interest Community for the purpose of furnishing utility and other services to buildings and Improvements existing or to be constructed on the Property. The Declarant further reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for the purposes stated herein.

(c) *Subdivision and Dedication of Property*. With respect to the areas which are or may be labeled on the Planned Community Plat as *"Subject to Development Rights,"* the right to (i) subdivide all or any portion of such areas under applicable laws governing the subdivision of real property, and/or (ii) dedicate all or any portion of such areas as a "Public Use Easement" or "Public Right-of-Way", at the Declarant's sole discretion, and in accordance with the requirements of the CBJ, including the right to take any and all actions and execute any and all documents necessary to file a plat as required to subdivide or dedicate such property.

(d) *Signs and Marketing*. The Declarant reserves the right to post signs and displays on Lots to promote sales or rentals of Lots and/or Dwellings on Lots, and to conduct general sales activities, in a manner that will not unreasonably disturb the rights of Lot Owners.

(e) *Declarant's Personal Property*. The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the Property that has not been represented as property of the Association. The Declarant

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reserves the right to remove from the Property any and all personal property and Improvements used in development, marketing and construction, whether or not they have become fixtures.

(f) *Monument Signage*. The Declarant reserves the right to create one (1) or more monument signs identifying the Common Interest Community anywhere within the Common Elements or upon any Lot owned by the Declarant. If a monument sign is created upon a Lot owned by the Declarant or upon any real estate that has not been added to the Common Interest Community, the Declarant will grant a perpetual non-exclusive easement to the Association for ingress and egress in order to access, construct, use, maintain, repair, and replace such monument sign, and for landscaping of the area surrounding such monument sign.

(g) *Amendments Regarding New Limited Common Elements*. At the time any new Limited Common Elements are created pursuant to **Section 7.1**, the Declarant reserves the right to amend the Declaration to:

(i) Describe such new Limited Common Elements and identify the Lot(s) to which such Limited Common Elements are allocated;

(ii) Establish the responsibilities of Lot Owners and/or the Association for the maintenance, repair and replacement of any such new Limited Common Elements;

(iii) Provide that any Common Expenses attributable to such new Limited Common Elements may be assessed exclusively against the Lot(s) to which the new Limited Common Elements are allocated; and

(iv) Establish restrictions governing the use, alienation or occupancy of any such new Limited Common Elements, including any Improvements thereon, consistent with the overall nature and character of the Common Interest Community.

<u>Section 7.4 – Declarant Control of Association</u>.

(a) Subject to **Section 7.4(b)**, there shall be a period of Declarant Control of the Association, during which the Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Executive Board. The period of Declarant Control terminates no later than the earlier of:

(i) sixty (60) days after conveyance of seventy-five percent (75%) of the Lots that may be created in Ridgeview Subdivision to Lot Owners other than the Declarant;

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(ii) two (2) years after Declarant has ceased to offer Lots for sale in the ordinary course of business; or

(iii) two (2) years after any right to add new Lots was last exercised.

The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event, the Declarant may require, for the duration of the period of Declarant Control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots that may be created in Ridgeview Subdivision to Lot Owners other than the Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board, shall be elected by Lot Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots that may be created in Ridgeview Subdivision to Lot Owners other than the Declarant, not less than thirty-three-and-one-third percent ($33^1/_3$%) of the members of the Executive Board must be elected by Lot Owners other than the Declarant.

(c) For purposes of this **Section 7.4**, the creation of a Condominium Project on a Lot shall constitute a conveyance of such Lot to a Lot Owner other than the Declarant.

(d) Not later than the termination of any period of Declarant Control, the Lot Owners shall elect an Executive Board of at least three (3) members, all of whom shall be Lot Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office on election.

(e) Notwithstanding any provision of the Declaration or the Bylaws of the Association to the contrary, following notice under AS 34.08.390, the Lot Owners, by a two-thirds (2/3) vote of all Persons present and entitled to vote at a meeting of Lot Owners at which a quorum is present, may remove a member of the Executive Board with or without cause, other than a member appointed by the Declarant.

Section 7.5 – Time Limitations on Special Declarant Rights. Except for Special Declarant Rights that may terminate earlier by statute and unless previously terminated by an amendment to the Declaration executed by the Declarant, the Declarant may exercise the Special Declarant Rights reserved in this **Article VII** for as long as any of the following subsections apply:

(a) The Declarant holds a Development Right reserved in this Article;

(b) The Declarant is obligated to the Association or a Lot Owner under any warranty;

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(c) The Declarant owns a Lot; or

(d) The Declarant holds a Security Interest in a Lot.

As soon as none of the above subsections apply, the Declarant's right to exercise the Special Declarant Rights shall terminate.

Section 7.6 – Interference with Special Declarant Rights. Neither the Association nor any Lot Owner may take an action or adopt any Rules that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

Section 7.7 – Assignment of Special Declarant Rights and Other Rights Reserved. The Declarant may transfer any or all of its Special Declarant Rights or other rights reserved under this **Article VII** through an Assignment of Special Declarant Rights or an Assignment of Declarant Reserved Rights.

Section 7.8 – Limitations on Development Rights. The Development Rights reserved in **Section 7.1** are limited as follows:

(a) The Development Rights may be exercised at any time, but not more than **twenty (20) years** after the recording of the initial Declaration.

(b) Not more than an aggregate total of **three hundred fifty-one (351) Lots** may be created in the Common Interest Community.

(c) All Lots and Common Elements created pursuant to Development Rights will be restricted to residential use in the same manner and to the same extent as the Lots created under the Declaration as initially recorded.

Section 7.9 – Phasing of Development Rights. With regard to the portions of the Property subject to Development Rights, no assurances are made by the Declarant as to where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

ARTICLE VIII
ALLOCATED INTERESTS

Section 8.1 – Allocation of Interests. The table showing Lot numbers and their Allocated Interests is attached as **Schedule A-2**. These Allocated Interests have been allocated in accordance with the formulas set out in this **Article VIII**. These formulas are to be used in reallocating the Allocated Interest of Lots if Lots are added to the Common Interest Community.

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Section 8.2 – Formulas for the Allocation of Interests. The Allocated Interests allocated to each Lot are calculated on the following formulas:

(a) *Common Expense Liability.* The percentage of Common Expense liability allocated to each Lot is based on the relative number of Dwellings upon or within the Lot as compared to the total number of all Dwellings within the Common Interest Community.

Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Lots under **Article XVIII** of the Declaration.

(b) *Votes in the Association.* Each Lot in the Common Interest Community shall have one (1) equal Vote. Any specified percentage, portion or fraction of Lot Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in **Schedule A-2**.

(b) *Multiple Ownership of a Lot*. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as determined among those Lot Owners, but in no event shall more than one (1) vote be cast with respect to any such Lot. Where a Condominium Project has been created upon a Lot, the vote allocated to such Lot shall be exercised as determined by the association of condominium unit owners for such Condominium Project. Any votes cast with regard to any such Lot in violation of this provision shall be null and void.

Section 8.3 – Membership. Every Lot Owner is a member of the Association. If a Lot is owned by more than one (1) Person, all of the Lot Owners of such Lot shall have the benefits of membership in the Association, subject to such reasonable Rules and restrictions as the Executive Board shall determine from time to time. The membership rights of a Lot Owner which is not a natural Person may be exercised by any authorized officer, director, partner, trustee or manager.

Section 8.4 – Assignment of Allocated Interests Upon Creation of Lots Pursuant to Exercise of Development Rights. The effective date for assigning Allocated Interests to Lots created pursuant to **Section 7.1** shall be the date on which the amendment to the Declaration creating the Lots is recorded in the records of the Juneau Recording District.

ARTICLE IX
RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Subject to the rights reserved to Declarant under **Article VII**, the following restrictions apply to all Lots and Common Elements within the Common Interest Community.

Section 9.1 – Residential Use. Each Lot is restricted to residential use. No commercial use of a Lot is permitted. Notwithstanding the foregoing, home professional or administrative occupations that do not substantially increase traffic and do not generate or require unreasonable levels of mail, shipping,

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noise, odors, trash or storage are permitted within a Dwelling on a Lot as long as there exists no external evidence thereof. Professional or administrative occupations must be incidental to the primary use of the Lot for residential use, and must comply with all governmental regulations addressing home occupations.

Section 9.2 – Compliance with Documents and Law. All Improvements and activities within the Common Interest Community shall be in compliance with the provisions of the Documents and all applicable local, state, and federal laws or regulations, including local zoning and other legal requirements of the CBJ. No illegal, improper, unsanitary, offensive or environmentally prohibited use or activity may occur in or upon any Lot or any portion of the Common Elements. Each Lot Owner and Occupant of a Lot shall defend, indemnify and hold the Association and the other Lot Owners and Occupants harmless from all demands, claims, fines, penalties, costs, fees, damages, losses, awards, judgments and liabilities that in any way arise out of, result from, or are based upon any violation thereof or non-compliance therewith by such Lot Owner or Occupant, or by their Permittees.

Section 9.3 – Nuisances. No noxious or offensive activity shall be carried out upon any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance or danger to the Common Interest Community, or which shall in any way interfere with the quiet enjoyment of other Lots or Common Elements.

Section 9.4 – Quiet Time. Quiet time shall be between the hours of 10:00pm and 8:00am. The audible volume of televisions, stereos, instruments and/or other equipment operated during quiet time shall be substantially reduced so as not to interfere with the quiet enjoyment of the Common Interest Community.

Section 9.5 – Garbage and Refuse Disposal. Refuse, trash, garbage or other waste material (collectively "Garbage") shall be disposed of only by depositing the same in an appropriate Garbage container, and in compliance with Rules for Garbage storage and disposal adopted by the Executive Board. No Lot shall be used for or maintained as a dumping ground for Garbage. All equipment for the storage or disposal of Garbage shall be kept in clean and sanitary condition. No outside burning of Garbage is permitted.

The Association shall provide Common Element dumpsters for the use of Lot Owners and Occupants in areas designated by the Executive Board. By Rule, the Executive Board may restrict the use of a Common Element dumpster to the Lot Owner(s) or Occupant(s) of a specific Lot or Lots.

Section 9.6 – Storage of Personal Property. No storage of personal property shall be permitted outside of a Dwelling, except upon a deck or porch attached to a Dwelling. Personal property stored on a deck or porch attached to a Dwelling shall be limited to patio furniture, such as a bistro table and chairs, as well as flowerpots, mats, and small decorative items that do not interfere with the quiet enjoyment or comfort of any other Lot Owner or Occupant.

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Section 9.7 – Window Coverings. Window coverings within a Dwelling that are visible from any portion of the Common Elements shall conform to specifications promulgated by the Association by Rule. No window that is visible from any portion of the Common Elements shall be covered with garments, sheets, blankets, aluminum foil or similar materials.

Section 9.8 – Antennas and Satellite Dishes. The following restrictions govern the installation of satellite dishes and antennas, provided that compliance with such restrictions does not (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increases the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal to a Lot Owner or Occupant of a Lot.

(a) *Acceptable Locations and Number*. Antennas and satellite dishes shall only be permitted on the roof of a Dwelling on a Lot, in a location that has been approved in advance by the Executive Board. Not more than one (1) antenna or satellite dish shall be permitted per Lot, unless the Executive Board determines, in its sole discretion, that additional antennas or satellite dishes should be permitted due to special circumstances.

(b) *Shielded from View*. Antennas and satellite dishes shall be located in a place shielded and/or screened from the streets and screened from view to the public or from other Lots to the maximum extent possible.

(c) *Installation and Wiring*. Installation of antennas and satellite dishes shall be completed in a professional workmanlike manner. Exposed wiring is not permitted.

(d) *Color*. Satellite dish color shall be neutral tones only, including white, grey, beige, and any similar neutral tone color. No commercial advertising on the satellite dish is permitted other than the brand name. Satellite wiring shall be painted to match the siding color of the Dwelling.

(e) *Safety and Non-interference*. Installation shall comply with reasonable safety standards and may not interfere with cable, telephone or electrical systems of other Lots.

(f) *Maintenance*. Lot Owners are responsible to maintain, repair and replace their satellite dish or antenna.

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Section 9.9 – Signs.

(a) Except as provided in **Article VII**, no signs shall be displayed to the public view within the Common Interest Community, except:

(i) Common Element monument, parking, and Dwelling address/identification signs, in locations installed by the Declarant or approved by the Executive Board;

(ii) A single sign may be affixed to the exterior of a Dwelling, not more than five square feet (5 sq. ft.) in size, advertising a Dwelling for sale or lease;

(iii) Such other temporary signs as may be approved by the Executive Board in advance.

(b) All signs must comply with local zoning and other requirements of the CBJ.

(c) Lot Owners and Occupants shall comply with such other Rules as may be adopted by the Executive Board governing the installation, location, illumination, or content of signs within the Common Interest Community.

Section 9.10 – Common Elements. The following activities are prohibited within the Common Elements unless expressly authorized by, and then subject to such conditions as may be imposed by, the Executive Board:

(a) Overnight camping or the erection of tents or other shelters;

(b) Erecting or placing structures;

(c) Barbecues or fires;

(d) The consumption of alcoholic beverages;

(e) Disposing of lawn or yard waste;

(f) Disposing of Garbage;

(g) Disposal or storage of any materials or personal property belonging to a Lot Owner or Occupant;

(h) Noxious or offensive activities which may become an annoyance or nuisance causing unreasonable disturbance or embarrassment to the Common Interest Community;

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(i) Social gatherings or group activities; and

(j) Cutting, mowing, harvesting, or disturbing the trees, shrubbery, or other natural vegetation;

(k) Any activities that may harm or disturb the state of natural and landscaped vegetation within the Common Elements, except for removal by the Association of dead or diseased trees and shrubs and enhancement landscaping.

Section 9.11 - Parking and Vehicle Restrictions.

(a) No Vehicle shall be operated on any portion of the Common Elements except within a paved area designed for the operation of Vehicles.

(b) No Vehicle shall be parked on any portion of the Common Elements except within a space designated for parking Vehicles. A Vehicle parked in a parking space must be parked entirely within the boundaries of the parking space.

(c) The Executive Board may issue a parking permit to an Occupant of a Dwelling that gives such Occupant the temporary, exclusive right to use a parking space or designated parking area within the Common Interest Community, subject to and in accordance with the following:

(i) An Occupant that desires a parking permit shall apply to the Executive Board for a parking permit. Such applications shall be processed by the Executive Board on a first-come, first served basis.

(ii) The Executive Board shall determine the specific parking space or parking area that the parking permit applies to.

(iii) The Executive Board may require the payment of a reasonable fee for the parking permit.

(iv) A parking permit may not allow the exclusive use of a parking space for a period of more than twelve (12) months.

(d) Except for parking spaces or designated parking areas that may be reserved for the temporary, exclusive use of an Occupant pursuant to **subsection (c)**, above, parking spaces within the Common Interest Community may be utilized on a first-come, first-served basis, by any Lot Owner, Occupant or Permittee.

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(e) Junk Vehicles, Inoperable Vehicles, and Recreational Vehicles shall not be parked or stored anywhere within the Common Interest Community, unless parked or stored within an enclosed garage located on a Lot.

(f) Paved Common Elements shall be kept clean and clear from all oil, drippings, stains or other unsightly Vehicle byproducts or discharge.

(g) The use of a Vehicle as living quarters, sleeping quarters or lodging rooms is prohibited anywhere within the Common Interest Community.

(h) No Vehicle shall be covered in any manner with tarpaulins or other coverings determined to be unsightly by the Executive Board in its sole discretion.

(i) No Vehicle belonging to a Lot Owner, Occupant or Permittee shall be parked on a public street within the Common Interest Community for more than forty-eight (48) cumulative hours in any continuous seven (7) day period.

(j) No repair, restoration or disassembly of any Vehicle shall be permitted anywhere within the Common Interest Community, except: (1) when conducted within an enclosed garage located on a Lot; or (2) for emergency repairs only to the extent necessary to enable movement of the Vehicle to inside an enclosed garage or to a repair facility.

(k) No heavy equipment or construction machinery, including, but not limited to, bulldozers, dump trucks, backhoes, or scissor lifts, may be kept anywhere within the Common Interest Community except (1) by Declarant or its subcontractors during construction or (2) inside an enclosed garage located on a Lot.

(l) Each Lot Owner shall be responsible for ensuring that the Occupants of a Lot and their Permittees comply with the restrictions in this **Section 9.11** and such other Rules as may be adopted by the Executive Board governing the operation and parking of Vehicles within the Common Interest Community.

(m) Vehicles parked illegally or in violation of the restrictions in this **Section 9.11** or such other Rules as may be adopted by the Executive Board may be towed by the Association.

Section 9.12 – Animals. Lot Owners may maintain animals on their Lots of the following types: domestic cats; domestic dogs; domestic birds (not poultry or fowl); gerbils, rodents, reptiles; and fish. No other animals may be kept on the Property.

(i) Birds, gerbils, rodents, and reptiles must be kept in cages or terrariums within a Dwelling on the Lot.

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(ii) No unreasonable quantity of animals shall be permitted.

(iii) Animals shall not be raised or bred for commercial purposes.

(iv) Lot Owners and Occupants shall be responsible for keeping all Common Elements free and clear of animal feces. Lot Owners shall immediately remove their animal's feces from all areas of the Common Interest Community.

(v) Lot Owners and Occupants shall hold the Association harmless from all claims resulting from the actions of any animal belonging to the Lot Owner or Occupant.

(vi) Animals shall be licensed, vaccinated and maintained in accordance with all applicable laws and zoning ordinances.

(vii) Animals within the Common Interest Community shall be leashed at all times, except when confined within a Dwelling or within an area specifically designated by the Executive Board for off-leash animals.

(viii) Lot Owners and Occupants shall contain and control their animals to the extent necessary to prevent their animal from creating or becoming a nuisance. Animals causing or creating a nuisance or unreasonable disturbance or noise, so as to interfere with the rights, comfort or convenience of other Lot Owners or Occupants, shall be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. If the animal owner fails to honor such request, the Executive Board may remove the offending animal.

Section 9.13 - Safety and Security. Each Lot Owner, Occupant, and Permittee shall be responsible for their own personal safety and the security of their property in the Common Interest Community. The Association is not an insurer or guarantor of safety or security within the Common Interest Community.

Section 9.14 – Mailboxes. Lot Owners shall use cluster mailboxes approved by the U.S. Postal Service and provided for the Common Interest Community by the Declarant. Newspaper stands or receptacles are not permitted within Lots or on the exterior of the cluster mailboxes.

Section 9.15 – Leasing. No Lot or any portion thereof may be conveyed pursuant to a time-sharing plan, or used for bed and breakfast, hotel or motel purposes. A Lot, or a portion thereof, may be rented only by a written lease, rental agreement, or other instrument granting occupancy (collectively referred to herein as a "lease"), subject to the following:

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(a) Each lease must incorporate the terms and restrictions of the Documents as a personal obligation of each Occupant.

(b) The Lot Owner shall remain liable for compliance with the Documents, and shall be responsible for securing such compliance from the Occupants of the Lot.

(c) The Lot Owner shall be responsible for the payment of all assessments or fines that are assessed by the Association as a result of the actions or omissions of any Occupants of the Lot or their Permittees.

ARTICLE X
LIABILITY FOR HAZARDOUS MATERIALS

In the event that any fuel, oil, lubricant, or other Hazardous Material is spilled, released or discharged in any Lot or in, on or about any Common Element, or any property or surface or ground water adjacent thereto, the Lot Owner or Occupant who caused or suffered, or whose Permittee caused or suffered, such spill, release or discharge, shall: (a) promptly respond to and remediate such spill, release or discharge in accordance with the requirements of applicable law; and (b) defend, indemnify and hold harmless the Association and all other Lot Owners and Occupants from all demands, claims, fees, fines, penalties, judgments, awards, costs, damages, losses, obligations, and liabilities that in any way arise out of, result from or are based upon any legal obligation to respond to, remediate and/or dispose of such spilled, released or discharged fuel, oil, lubricant, or Hazardous Material.

ARTICLE XI
PARTY WALL COVENANTS

With respect to any Dwellings constructed on adjacent Townhouse Lots, the covenants in this **Article XI** shall govern the maintenance, repair and replacement of any Party Walls separating such Dwellings.

Section 11.1 – Party Wall. For purposes of this **Article XI**, a "Party Wall" shall mean the wall or walls forming part of a building that are located substantially along a common boundary between two (2) Townhouse Lots and are designed to serve as a physical separation of and barrier between the Dwellings on such Lots. A Party Wall shall be deemed to include the portion of the foundation under, the roof over, and the utility lines within, the Party Wall.

Section 11.2 – Party Wall Ownership. Each Lot Owner owns that portion of a Party Wall that is located within the boundaries of the Lot owned by the Lot Owner.

Section 11.3 – General Rules of Law. Except to the extent otherwise provided herein, general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply to Party Walls.

Section 11.4 – Maintenance, Repair and Replacement of a Party Wall.

(a) The lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint and other materials constituting a part of the finished surfaces of a Party Wall are part of the Lot within which they are located and designed to serve, and shall be maintained, repaired and replaced by the Lot Owner of that Lot. In addition, any chutes, flues, ducts, wires, conduit, bearing columns or other fixtures lying within a Party Wall and serving only one (1) Lot are a part of that Lot and shall be maintained, repaired and replaced by the Lot Owner of that Lot. Any portion of a Party Wall that supports or otherwise serves both adjacent Lot shall be maintained, repaired and replaced by the Lot Owners of both Lot, and the cost shall be shared equally by both Lot Owners.

(b) If rebuilding of a Party Wall is necessary, the Party Wall shall be rebuilt on the same location and to the same width as the Party Wall being replaced.

(c) A Lot Owner making repairs to or rebuilding a Party Wall, upon reasonable notice to the other Lot Owner, shall be given access to the other Lot and the Dwelling thereon as is reasonably necessary to make such repairs or rebuild the Party Wall, but shall take all due precaution not to damage the property of the other Lot Owner.

Section 11.5 – Willful and/or Negligent Damage or Destruction. Notwithstanding any provision herein to the contrary, if a Party Wall or any portion thereof is damaged or destroyed by any willful or negligent act or omission, or by any default hereunder, of one Lot Owner, such Lot Owner shall repair and restore said Party Wall at its sole cost and expense, and shall compensate the other Lot Owner for any damages suffered by that Lot Owner. Each Lot Owner shall be fully responsible for all acts, omissions or defaults of the Occupants of their Lot or their Permittees which may cause damage to the Party Wall.

Section 11.6 – Exposure to Natural Elements. Notwithstanding any other provision set forth herein, a Lot Owner who causes a Party Wall to be exposed to the elements shall bear the entire cost of repair and furnishing the necessary protection against such elements.

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Section 11.7 – Encroachment. It is assumed that a Party Wall lies along the boundary line separating the adjoining Lots. Should the actual location of a Party Wall be inconsistent with said boundary line as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of a building structure, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 11.8 – Insurance. Each Lot Owner that shares a Party Wall shall maintain fire and extended coverage insurance on his or her respective Dwelling to the extent necessary fully to fund the repair or replacement of the Dwelling, including the Party Wall, if damaged by fire or other insured casualty. The right of the Lot Owners to separately further insure their own Dwellings shall not hereby be impaired.

Section 11.9 – Disputes. Any controversy that may arise between adjacent Lot Owners over the necessity for or cost of repairs and maintenance of a Party Wall shall be submitted to mediation and arbitration in accordance with **Article XXVI** of the Declaration.

ARTICLE XII
ADDITIONS, ALTERATIONS AND IMPROVEMENTS

Section 12.1 - Additions, Alterations and Improvements by Lot Owners. Unless approved by the Executive Board as provided in **Section 12.2** of the Declaration, a Lot Owner or Occupant of a Lot:

(a) Shall not make any addition, alteration, or Improvement to, attach anything to or change the appearance of any portion of an Improvement on a Lot that is visible from any portion of the Common Elements.

(b) Shall not make any addition, alteration, or Improvement to, attach anything to or change the appearance of any portion of the Common Elements or the exterior appearance of any other portion of the Common Interest Community.

(c) Shall not make any addition, alteration, or Improvement to any portion of a Lot that may impair the structural integrity or stability or lessen the support of any portion of the Common Elements.

Section 12.2 - Approval by Executive Board.

(a) A Lot Owner may submit a written request to the Executive Board for approval to do anything that is otherwise prohibited or regulated under **Section 12.1** of this Declaration. The Executive Board shall answer any written request for such approval, after Notice and Hearing to the applicant and any other Lot Owner who, in the sole opinion of the Executive Board, may be impacted by the proposed addition, alteration or Improvement, within thirty (30) days after it receives the request. Failure to answer

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within such time, as it shall be extended by agreement of the applicant, shall be deemed to be a denial by the Executive Board of the proposed action.

(b) The Executive Board may establish time limits and impose conditions on its approval of a request under **Subsection 12.2(a)**. These may include, but are not limited to, the following:

(i) That the addition, alteration, or Improvement be made by contractors holding particular licenses or certifications, having particular qualifications, or having specified levels of insurance coverage.

(ii) That the Lot Owner obtain and pay for all necessary permits and other governmental approvals for the addition, alteration, or improvement.

(iii) That the work be done in a specified manner or only during specified times.

(iv) That the addition, alteration, or improvement be completed by a certain deadline.

(v) That the Lot Owner be responsible for the maintenance, repair, and replacement of the addition, alteration, or Improvement (or the portion of the Property to which the addition, alteration, or Improvement is made) or reimburse the Association for the costs of maintenance, repair, and replacement.

(c) The Executive Board may grant approval for a type or class of modifications or installations by adopting a Rule, after Notice and Comment.

(d) The Executive Board may establish forms and procedures for the making and processing of applications under this **Section 12.2**.

(e) The Executive Board may require the Lot Owner to pay a reasonable fee to reimburse the Association for its costs in considering and acting on a request made under **Subsection 12.2(a)**, including, but not limited to, recording costs and the reasonable fees of attorneys and other professionals.

(f) No permission or approval shall be required to rebuild a Dwelling or other Improvement on a Lot in substantial accordance with the original design and construction, to repaint in accordance with an originally approved color scheme, or to repaint or remodel the interior of any Dwelling on a Lot.

(g) Nothing in this Section shall be deemed to require the Executive Board to approve or disapprove any particular request. Neither shall the approval or disapproval of any prior

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request require the Executive Board to approve or disapprove any other request at a later date.

(h) Review and approval by the Executive Board under this **Article XII** does not imply a review as to the adequacy of the plans or specifications for compliance with the laws and regulations of the State of Alaska for building codes, strength, suitability, durability or structural design. Furthermore, approval of a request to the Executive Board shall not give rise to any liability or responsibility for the quality or sufficiency of design or materials. The purpose of Executive Board review and approval is to ensure the conformity and harmony of additions, alterations, or Improvements, as to the quality, external designs and location, in relation to the development of the entire Common Interest Community.

Section 12.3 - Additions, Alterations, and Improvements by Executive Board. Any additions, alterations or Improvements to any portion of the Common Interest Community must comply with all applicable ordinances of the CBJ. In the event that the provisions of this Declaration are more restrictive than the restrictions of the CBJ, then the restrictions of this Declaration shall apply.

ARTICLE XIII
EASEMENTS AND LICENSES

Section 13.1 – Recorded Easements and Licenses. Recorded easements or licenses affecting the Common Interest Community are recited in **Schedule A-1** to the Declaration. In addition, the Common Interest Community may be subject to other easements or licenses granted by the Declarant pursuant to its powers under **Article VII** of the Declaration.

Section 13.2 – Easement for Ingress and Egress Through Common Elements. Each Lot Owner and Occupant of a Lot has an easement in common with all other Lot Owners and Occupants for ingress and egress through the Common Elements, subject to such reasonable Rules as may be imposed by the Executive Board.

Section 13.3 – Easements for Support. Each Lot and Common Element shall have an easement for lateral and subjacent support from every other Lot and the Common Elements.

Section 13.4 – Easements for Encroachments. In the event any portion of the Common Elements encroaches upon a Lot or a Lot encroaches upon the Common Elements or another Lot as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

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ARTICLE XIV
COMBINING, SUBDIVIDING & RELOCATING BOUNDARIES BETWEEN ADJOINING LOTS

Section 14.1 – Combining and Subdividing Lots. Except as provided in **Section 7.1** of the Declaration, no Lot may be subdivided into two (2) Lots or combined with one (1) or more other Lots. Notwithstanding the foregoing, nothing contained herein shall prevent a Lot Owner from creating a Condominium Project on a Lot.

Section 14.2 – Relocation of Boundaries Between Lots. Subject to the approval of the CBJ, the boundaries between adjoining Lots may be relocated by an amendment to the Declaration upon application to the Association by the Lot Owners of the Lots affected by the relocation. There shall be no reallocation of the Allocated Interests of the Lots affected by the relocation. The Association shall consent to the relocation and prepare an amendment to the Declaration and Planned Community Plat that identifies the Lots involved and shows the relocation of the boundaries of such Lots. The amendment must be executed by those Lot Owners and the approval of all holders of Security Interests in the affected Lots shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association. The applicants will pay for the costs of preparation of the amendment and Planned Community Plat, recording costs and the reasonable consultant fees of the Association if it is deemed necessary to employ a consultant by the Executive Board.

ARTICLE XV
AMENDMENTS TO DECLARATION

Section 15.1 – General. Except in cases of amendments that may be executed by the Declarant in the exercise of its Development Rights or other reserved rights in accordance with **Article VII**, and except as otherwise provided in the Act or in the Declaration, the Declaration, including the Planned Community Plat, may be amended only by the vote or agreement of Lot Owners of Lots to which at least sixty seven percent (67%) of the Votes in the Association are allocated.

Section 15.2 - Amendments Affecting Specified Groups of Lots.

(a) An amendment to any provision of the Declaration which pertains to the use, maintenance, repair, or replacement of Multifamily Lots, or an amendment to any provision of the Declaration which involves Common Expenses allocated exclusively to the Multifamily Lots, requires the vote or agreement of at least sixty-seven percent (67%) of the votes in the Association, including at least sixty-seven percent (67%) of the votes allocated to Multifamily Lots in the Common Interest Community.

(b) An amendment to any provision of the Declaration which pertains to the use, maintenance, repair, or replacement of Townhouse Lots, or an amendment to any provision of the Declaration which involves Common Expenses allocated exclusively to the Townhouse Lots, requires the vote or agreement of at least sixty-seven percent (67%) of the votes in the Association, including at least sixty-seven percent (67%) of

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the votes allocated to Townhouse Lots in the Common Interest Community.

Section 15.3 – Execution of Amendments. An amendment to the Declaration required by the Act to be recorded by the Association, which has been adopted in accordance with the Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 15.4 – Recordation of Amendments. Each amendment to the Declaration must be recorded in the Juneau Recording District, and the amendment is effective only upon recording. An amendment, except an amendment pursuant to **Article VII** of the Declaration, must be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the name of the parties executing the amendment.

Section 15.5 – Notice to Lot Owners of Amendments to the Declaration. Following the adoption of an amendment to this Declaration by the Association, the Association shall give all Lot Owners notice of its action and include with it a copy of such amendment.

Section 15.6 – Limitations of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one (1) year after the amendment is recorded.

Section 15.7 – Development Rights, Special Declarant Rights and Other Reserved Rights. Provisions in this Declaration creating Development Rights, Special Declarant Rights or other rights reserved in **Article VII** that have not expired may not be amended without the consent of the Declarant.

ARTICLE XVI
AMENDMENTS TO BYLAWS

The Bylaws may be amended by the vote or agreement of at least fifty one percent (51%) of the members of the Executive Board, following Notice and Comment to all Lot Owners, at any meeting duly called for such purpose.

ARTICLE XVII
TERMINATION AND MERGER

Termination of the Common Interest Community may be accomplished only in accordance with Section 34.08.260 of the Act, which section is adopted herein by reference. The Common Interest Community may not be merged or consolidated with another common interest community except pursuant to Section 34.08.290 of the Act.

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ARTICLE XVIII
ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Section 18.1 – Apportionment of Common Expenses. Except as provided in **Section 18.2**, all Common Expenses shall be assessed against all Lots in accordance with their percentage interest in the Common Expense Liability as shown on **Schedule A-2** to the Declaration.

Section 18.2 – Common Expenses Attributable to Fewer than all Lots.

(a) The Association may, from time to time, provide services to individual Lots or Lot Owners, or to Occupants of a Lot at the request of or with the authorization of the Lot Owner. These services may be provided pursuant to a schedule of services and charges established by the Association or they may be provided on an ad hoc basis. Unless the Association is required to provide such services to all Lots by the Documents or the Act, or does provide such services to all Lots pursuant to a policy or resolution adopted by the Executive Board, any Common Expenses for such services shall be assessed against the Lot to which the service was provided or to whose Lot Owner or Occupant the service was provided.

(a) Notwithstanding the provisions of **Section 21.9** of the Declaration, if a Common Expense is caused by the willful misconduct, failure to comply with the Documents, or the gross negligence of a Lot Owner or an Occupant of a Lot or their Permittee, the Association may assess the portion of that Common Expense in excess of insurance proceeds received by the Association under its insurance policy, whether the portion results from the application of a deductible or otherwise, exclusively against the Lot Owner's Lot, following Notice and Hearing to the affected Lot Owner.

(b) If a Lot Owner is required to reimburse the Association pursuant to the provisions of **Section 6.4** of the Declaration, the amount required to be reimbursed may be assessed exclusively against the Lot Owner's Lot, following Notice and Hearing to the affected Lot Owner.

(b) Attorney's fees and costs incurred by the Association in collecting past due Common Expenses, assessments or other sums due from a Lot Owner, with or without the commencement of a foreclosure action or other legal proceedings, or incurred in representing the Association in any foreclosure actions brought against a Lot Owner in which the Association is named as a defendant, may be assessed exclusively against the Lot Owned by such Lot Owner.

(c) Attorney's fees and costs incurred by the Association in enforcing the provisions of the Declaration, the Bylaws, and the Rules or any applicable law, ordinance, or regulation relating to the Common Interest Community against a Lot Owner or an

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Occupant of such Lot, with or without the commencement of litigation, arbitration, mediation, administrative proceedings, or hearings before the Executive Board, may be assessed exclusively against the Lot Owned by such Lot Owner: (i) by the Executive Board after Notice and Hearing; or (ii) as awarded by a court or arbitration order.

(d) An assessment to pay a judgment against the Association, may be made only against the Lots in the Common Interest Community at the time the judgment was entered, in proportion to their Common Expense liabilities.

(e) Fees, including attorney's fees, charges, late charges, fines, collection costs and interest charged against the Lot Owner pursuant to the Documents are enforceable against the Lot Owner as Common Expense assessments.

Section 18.3 – Lien.

(a) The Association has a lien on a Lot for an assessment levied against the Lot or fines imposed against the Lot Owner from the time the assessment or fine becomes due. Fees, charges, late charges, collection costs, including reasonable attorney's fees, fines and interest charged pursuant to any of the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Lot except: (1) a lien and encumbrance recorded before the recordation of the original Declaration; (2) a first Security Interest on the Lot recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. A lien under this Section is also prior to all Security Interests described in (2) of this Subsection if the Common Expense assessment based on the periodic budget adopted by the Association, pursuant to **Section 18.4** of this Article, would have become due in the absence of acceleration during the six (6) months immediately preceding the institution of an action to enforce the Association's lien. This does not affect the priority of mechanic's or materialmen's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provisions of AS 09.38.010, as it may be amended from time to time.

(c) Recording of the Declaration constitutes a record notice and perfection of the lien. Further recording of a claim of lien for assessments under this Section is not required.

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(d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due; provided that if a Lot Owner subject to a lien under this Section files a petition for relief under the US Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under §362 of the US Bankruptcy Code is lifted.

(e) This Section does not prohibit an action to recover sums for which the Association has a lien; nor does it prohibit the Association from taking a deed in lieu of foreclosure.

(f) When the Association acquires a judgment or decree in any action brought under this Section, such judgment or decree shall include an award to the Association for actual collection costs and reasonable attorney's fees.

(g) A judgment or decree in an action brought under this Section is enforceable by execution under AS 09.35.010, as it may be amended from time to time.

(h) The Association's lien must be foreclosed as a lien is foreclosed under AS 34.35.005, as it may be amended from time to time.

(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Lot Owner to collect all sums alleged to be due from that Lot Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to **Section 18.4**.

(j) The purchaser at a foreclosure sale initiated by the holder of a Security Interest in a Lot is not liable for any unpaid assessments against the Lot which became due before the sale, other than the assessments which are prior to that Security Interest under **Section 18.3(b)**, above. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses for which all the Lot Owners, excluding the purchaser at the foreclosure sale, may be assessed. For the purposes of this Section, "the purchaser" shall include, but not be limited to, any holder of a Security Interest in a Lot which obtains title to a Lot.

(k) Any payments received by the Association to discharge a Lot Owner's obligation may be applied to the oldest balance due.

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(l) The Association may acquire, hold, lease, mortgage and convey a Lot foreclosed upon pursuant to this Section for unpaid assessments.

(m) A lien under this Section shall not be affected by any sale or transfer of a Lot except as provided in **Subsection (j),** above.

Section 18.4 – Budget Adoption and Ratification. The Executive Board shall adopt a proposed budget for the Common Interest Community, and shall, within thirty (30) days after adoption, provide a summary of the budget to each Lot Owner. The Executive Board shall set a date for a meeting of the Lot Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. The budget is ratified, whether or not a quorum is present, unless at that meeting either:

(a) The budget is rejected by at least fifty-one percent (51%) of the votes allocated to all Multifamily Lots in the Common Interest Community; or

(b) The budget is rejected by at least fifty-one percent (51%) of the votes allocated to all Townhouse Lots in the Common Interest Community.

If the proposed budget is rejected, the periodic budget last ratified by the Lot Owners continues until the Lot Owners ratify a budget proposed by the Executive Board.

Section 18.5 – Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in **Section 18.2**, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit such Common Expenses to the Lot Owners for their consideration and comment in the same manner as a budget under **Section 18.4**, above; provided, however, that such assessment can be considered at a special meeting as long as the notice required for annual meetings is provided to the Lot Owners.

Section 18.6 – Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Lot Owner a statement in recordable form setting out the amount of unpaid assessments against his or her Lot. The statement must be furnished within ten (10) business days after receipt of the request and is binding upon the Association, the Executive Board and each Lot Owner.

Section 18.7 – Payment of Common Expenses. All Common Expenses based on the periodic budget adopted by the Association pursuant to **Section 18.4** shall be due and payable annually or in such other intervals as the Executive Board may determine.

Section 18.8 – Acceleration of Common Expense Assessments. In the event of a default for a period of sixty (60) days by any Lot Owner in the payment of any Common Expense assessment levied against the Lot Owner's Lot, the Executive Board shall have the right, after Notice and

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Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable. The holder of a first Security Interest in a Lot which has acquired title to any Lot as a result of a foreclosure of its Security Interest shall be exempt from the application of this Section.

Section 18.9 – Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first (1st) day of the month following the month in which conveyance of the first Lot to a Lot Owner other than the Declarant occurs.

Section 18.10 – No Waiver of Liability for Common Expenses. No Lot Owner may exempt itself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the assessments are made.

Section 18.11 – Personal Liability of Lot Owners. The Lot Owner of a Lot at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Lot unless he or she agrees to assume the obligation.

ARTICLE XIX
RIGHT TO ASSIGN FUTURE INCOME

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Lot Owners of Lots to which at *least fifty-one percent (51%)* of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE XX
PERSONS AND LOTS SUBJECT TO DOCUMENTS; RULES AND ENFORCEMENT

Section 20.1 – Compliance with the Documents. All Lot Owners and Occupants of a Lot shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or entering into occupancy of a Lot constitutes agreement that the provisions of the Documents are accepted and ratified by such Lot Owner or Occupant, and all such provisions recorded in the records of the Juneau Recording District, First Judicial District, State of Alaska, are covenants running with the land and shall bind any Persons having at any time any interest in such Lot.

Section 20.2 - Indemnification for Actions of Others. Each Lot Owner and each Occupant of a Lot shall indemnify, defend and hold harmless the Declarant, the Association, the Executive Board and all other Lot Owners and Occupants from any demands, claims, fines, penalties, costs, fees, damages, losses, awards, judgments or other liabilities resulting from the actions of the Lot Owner or Occupant, or their Permittees.

Section 20.3 – Adoption of Rules. The Executive Board, following Notice and Comment to all Lot Owners, may adopt reasonable Rules regarding the use of the Common Elements and the use

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and occupancy of Lots. Further, the Executive Board may adopt Rules consistent with the Declaration for the assessment of fines against Lots for any violation of the provisions of the Declaration, Bylaws, or Rules by the Lot Owner or Occupant of such Lot.

The Executive Board may not adopt a Rule which contravenes an express provision of the Declaration or a right reasonably inferable from an express provision of this Declaration, but the Executive Board may adopt a Rule implementing, refining, or applying an express provision of the Declaration so long as such Rule does not contravene an express provision of the Declaration or a right reasonably inferable therefrom.

Section 20.4 – Notice to Lot Owners of Changes to Rules. Following the adoption, amendment, or repeal of a Rule, the Executive Board shall give all Lot Owners notice of its action and include with it a copy of any new or amended Rule.

Section 20.5 – Limitation on Challenges. No action to challenge the validity of any adoption, amendment, or repeal of a Rule adopted may be brought more than one (1) year after the date that notice of the amendment was given to the Lot Owners.

ARTICLE XXI
INSURANCE

Section 21.1 – Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Lot Owners at their last known address.

Section 21.2 – Property Insurance.

(a) Property insurance shall be maintained on any personal property or insurable Common Element Improvements owned by the Association. Selecting the amount of the deductible shall be according to the policy established by the Executive Board.

(b) *Risks Insured Against*. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.

(c) The name of the insured shall be substantially "RIDGEVIEW OWNERS ASSOCIATION, INC."

Section 21.3 – Liability Insurance. The Association shall maintain liability insurance, including medical payments insurance, in an amount determined by the Executive Board covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and the activities of the Association. Insurance policies carried pursuant to this Section shall provide that:

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(a) Each Lot Owner is an insured Person under the policy with respect to liability arising out of membership in the Association;

(b) The insurer waives the right to subrogation under the policy against a Lot Owner or member of the household of a Lot Owner;

(c) An act or omission by a Lot Owner, unless acting within the scope of the Lot Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;

(d) If, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance;

(e) The insurer issuing the policy may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Lot Owner, and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known address.

Section 21.4 – Fidelity Insurance. A blanket fidelity insurance policy shall be obtained for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The policy shall name the Association as the insured and shall cover the maximum funds that will be in the custody of the Association or the Manager at any time while the policy is in force and in no event less than the sum of three (3) months' assessments plus reserve funds. The policy shall provide that the insurer may not cancel or refuse to renew the policy until sixty (60) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Lot Owner, each holder of a Security Interest in a Lot, and to the insurance trustee, if any, at their respective last known addresses.

Section 21.5 – Workers' Compensation Insurance. The Association shall obtain and maintain Workers' Compensation Insurance as necessary to meet the requirements of the laws of the State of Alaska.

Section 21.6 – Directors and Officers Liability Insurance. The Association shall obtain and maintain Directors' and officers' liability insurance, if reasonably available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 21.7 – Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Lot Owners.

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Section 21.8 – Premiums. Insurance premiums shall be a Common Expense assessed against each Lot as provided in **Section 18.1**.

Section 21.9 – Deductibles. Except as provided in **Section 18.2**, any deductibles for insurance coverage maintained by the Association shall be a Common Expense assessed against each Lot as provided in **Section 18.1**.

Section 21.10 – Lot Owner Insurance. Lot Owners shall maintain insurance covering the insurable Improvements located within their Lot and liability arising from the conduct of Persons on their Lot. The amount of coverage and the deductible for such insurance shall be at the discretion of the Lot Owner.

ARTICLE XXII
RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 22.1 – Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action to be taken after "Notice and Comment" and at any other time the Executive Board determines, then the Lot Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Lot Owner in writing and shall be delivered personally or by mail to all Lot Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Lot Owners. The notice shall be given not less than **ten (10) days** before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Lot Owner to be heard at a formally constituted meeting.

Section 22.2 – Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the Manager, etc.) shall give written notice of the proposed action to all Lot Owners whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. The notice shall be given in writing and shall be delivered personally or by mail, not less than **ten (10) days** before the hearing date. At the hearing, affected Persons shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected Persons shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 22.3 – Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of Persons other than the Executive Board by filing

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a written notice of appeal with the Executive Board within **ten (10) days** after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXIII
EXECUTIVE BOARD

Section 23.1 – Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, the Bylaws or the Articles of Incorporation. The Executive Board shall have, subject to the limitations contained in the Declaration and the Nonprofit Corporations Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, which shall include, but are not limited to, the following:

(a) Adopt and amend Bylaws, Rules and regulations;

(b) Adopt and amend budgets for revenues, expenditures and reserves;

(c) Collect assessments for Common Expenses from Lot Owners;

(d) Hire and discharge managing agents;

(e) Hire and discharge employees, independent contractors, and agents, other than managing agents;

(f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Declaration, Bylaws or Rules in the Association's name on behalf of the Association or two (2) or more Lot Owners on matters affecting the Common Interest Community;

(g) Make contracts and incur liabilities;

(h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;

(i) Cause additional Improvements or real property to be made as part of the Common Elements;

(j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section AS 34.08.430 of the Act;

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(k) Grant easements for any period of time, including permanent easements, and leases, licenses and concessions through or over the Common Elements;

(l) Impose and receive a payment, fee or charge for the use, rental or operation of the Common Elements and for services provided to Lot Owners;

(m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, Rules and regulations of the Association;

(n) Impose a reasonable charge for the preparation and recordation of amendments to the Declaration, the filing and recording of a plat or plan that accompanies an amendment, resale certificates, or a statement of unpaid assessments;

(o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;

(p) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(q) Exercise any other powers conferred by the Declaration or the Bylaws;

(r) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;

(s) Exercise any other power necessary and proper for the governance and operation of the Association; and

(t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Lot Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Lot Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 23.2 – Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend the Declaration, to terminate the Common Interest Community, or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of the term.

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Section 23.3 – Minutes of Executive Board Meetings. The Executive Board shall permit any Lot Owner to inspect the minutes of Executive Board meetings during normal business hours. The minutes shall be available for inspection within thirty (30) days after such meeting.

Section 23.4 – Inspection of Books. The Association shall maintain current copies of the Declaration, Bylaws, Rules, books, records and financial statements. The Association shall permit any Lot Owner to inspect the books and records of the Association during normal business hours.

Section 23.5 – Financial Statements. The Association shall provide any Lot Owner who submits a written request a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association.

ARTICLE XXIV
EXECUTIVE BOARD MEETINGS

Section 24.1 – Access. All meetings of the Executive Board at which action is to be taken by vote at such meeting will be open to the Lot Owners, except as hereafter provided.

Section 24.2 – Meetings and Notice of Meetings. Regular meetings may be set by a schedule appointed by resolution of the Executive Board and no further notice will be required. Special meetings of the Executive Board may be called by the president or by a majority of the Directors on at least three (3) business days' notice to each member of the Executive Board. The notice will be hand-delivered, emailed or mailed and will state the time, place and purpose of the meeting.

Section 24.3 – Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Lot Owners, where the action taken at the executive session involves personnel, pending litigation, contract negotiations, or enforcement actions, or where no action is taken at the executive session requiring the affirmative vote of Directors.

ARTICLE XXV
CONDEMNATION

If part or all of the Common Interest Community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 34.08.740 of the Act.

ARTICLE XXVI
MEDIATION & ARBITRATION

Section 26.1 – Mediation Clause. No Lot Owner shall commence an arbitration proceeding under the provisions of **Section 26.2** below, unless such Lot Owner shall first give a written notice ("**Dispute Notice**") to the Association stating the nature of the dispute. The parties shall attempt in

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good faith to resolve the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association in effect on the date of the Dispute Notice. If the dispute has not been resolved by mediation as provided above within sixty (60) days after the delivery of the Dispute Notice, the dispute shall be determined by arbitration in accordance with the provisions of **Section 26.2**.

Section 26.2 – Arbitration Clause. Any controversy, claim, or dispute of whatever nature arising between Lot Owners or between Lot Owners and the Association, including but not limited to, those arising out of, or relating to, the Declaration and associated Documents or the construction, interpretation, performance, breach, termination, enforceability or validity of the Declaration, or deadlock on any matter requiring a vote of the Lot Owners or Executive Board members, whether such claim existed before or arises on or after the date of the Declaration, including the determination of the scope of the Declaration to arbitrate, that is not settled through mediation as provided in **Section 26.1** above shall be determined by arbitration, by one arbitrator in Juneau, Alaska, governed and administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction. The arbitrators shall award the prevailing party reasonable expenses and costs including reasonable attorneys' fees plus interest on the amount due at the legal rate provided in AS 45.45.010(a). The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled reasonable expenses and costs including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

ARTICLE XXVII
MISCELLANEOUS

Section 27.1 – Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents or the intent of any provision thereof.

Section 27.2 – Gender. The use of the masculine gender refers to the feminine and neutral genders and the use of the singular includes the plural and vice versa, whenever the context of the Documents so require.

Section 27.3 – Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 27.4 – Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

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Section 27.5 – Conflict. The Documents are intended to comply with the requirements of the Alaska Nonprofit Corporations Act, and with the Uniform Common Interest Ownership Act. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between the Declaration and any other Document, the Declaration shall control.

Section 27.6 – Rights of Action. The Association and any aggrieved Lot Owner shall have a right of action against Lot Owners for failure to comply with the provisions of the Documents, or with decisions of the Association which are made pursuant to the Documents. Lot Owners shall also have such rights of action against the Association. In an action to enforce the provisions of the Declaration, the prevailing party shall be entitled to recover court costs, actual damages, fines imposed pursuant to the Declaration, and reasonable actual attorney fees.

Section 27.7 - Association Not a Guarantor of Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Common Interest Community designed to make the Property safer than it otherwise might be.

NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE COMMON INTEREST COMMUNITY, NOR SHALL THEY BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH LOT OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS AND LOT OCCUPANTS THAT THE ASSOCIATION, ITS EXECUTIVE BOARD AND COMMITTEES, DECLARANT AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH PERSON USING THE COMMON INTEREST COMMUNITY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS RESULTING FROM ACTS OF THIRD PARTIES.

IN WITNESS WHEREOF, Declarant has caused the Declaration to be executed this _____ day of _____, 20__.

[DECLARANT SIGNATURE AND NOTARY ACKNOWLEDGMENT APPEARS ON THE FOLLOWING PAGE]

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DECLARANT: **GLACIER HEIGHTS, LLC**, d/b/a
GLACIER HEIGHTS JUNEAU, LLC

_____
By:
Its:

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 20__, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, to me known and known to me to be the _____ of **GLACIER HEIGHTS, LLC**, d/b/a **GLACIER HEIGHTS JUNEAU, LLC**, and known to me to be the person who signed the foregoing instrument, on behalf of said limited liability company, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said limited liability company for the uses and purposes therein expressed.

WITNESS my hand and official seal on the day and year in this certificate first above written.

_____
Notary Public in and for Alaska
My Commission Expires:_____

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[APPROVAL OF LENDER APPEARS ON THE FOLLOWING PAGE]

APPROVAL OF LENDER - FIRST NATIONAL BANK ALASKA

The undersigned is the beneficiary under the following Deed of Trust:

1. *Construction Deed of Trust*, including terms and provisions thereof, securing the amount shown together with any other amounts due thereunder, between GLACIER HEIGHTS, LLC, as Grantor, and FIRST NATIONAL BANK ALASKA, as Lender, dated July 14, 2023 and recorded on July 25, 2023, as Serial No. 2023-002226-0, records of the Juneau Recording District, First Judicial District, State of Alaska.

The undersigned beneficiary approves the foregoing Declaration and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under said Deed of Trust, including any amendments thereto, shall not render void or otherwise impair the validity of the Declaration and the covenants running with the land described in the Declaration.

FIRST NATIONAL BANK ALASKA

_____
By: _____
Its: _____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 20__, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, known to me to be the _____ of **FIRST NATIONAL BANK ALASKA** and known to me to be the person who signed the foregoing instrument, on behalf of **FIRST NATIONAL BANK ALASKA**, and s/he acknowledged to me that s/he signed and sealed the same as a free act and deed for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal on the day and year in this certificate first above written.

_____
Notary Public in and for Alaska
My Commission Expires: _____

DRAFT

APPROVAL OF LENDER - CITY AND BOROUGH OF JUNEAU

The undersigned is the beneficiary under the following Mortgage Contract:

2. *Mortgage Contract*, including terms and provisions thereof, securing the amount shown together with any other amounts due thereunder, between GLACIER HEIGHTS, LLC, as Borrower, and the CITY AND BOROUGH OF JUNEAU, as Lender, dated July 28, 2023 and recorded on July 31, 2023, as Serial No. 2023-002301-0, records of the Juneau Recording District, First Judicial District, State of Alaska.

The undersigned lender approves the foregoing Declaration and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under said Deed of Trust, including any amendments thereto, shall not render void or otherwise impair the validity of the Declaration and the covenants running with the land described in the Declaration.

CITY AND BOROUGH OF JUNEAU

_____
By: _____
Its: _____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 20__, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, known to me to be the person who signed the foregoing instrument on behalf of the **CITY AND BOROUGH OF JUNEAU**, and s/he acknowledged to me that s/he signed and sealed the same as a free act and deed for the uses and purposes stated therein.

WITNESS my hand and official seal on the day and year in this certificate first above written.

_____
Notary Public in and for Alaska
My Commission Expires: _____

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SCHEDULE A-1
DESCRIPTION OF THE COMMON INTEREST COMMUNITY

PROPERTY **IN** THE COMMON INTEREST COMMUNITY
NOT SUBJECT TO DEVELOPMENT RIGHTS

Unit Lots _____, RIDGEVIEW SUBDIVISION, according to the official plat thereof, Plat No. ___, records of the Juneau Recording District, First Judicial District, State of Alaska.

Parent Lot _____, RIDGEVIEW SUBDIVISION, according to the official plat thereof, Plat No. ___, records of the Juneau Recording District, First Judicial District, State of Alaska.

PROPERTY **NOT IN** THE COMMON INTEREST COMMUNITY –
SUBJECT TO DEVELOPMENT RIGHTS

Parent Lots _____, RIDGEVIEW SUBDIVISION, according to the official plat thereof, Plat No. ___, records of the Juneau Recording District, First Judicial District, State of Alaska.

THE RECORDING DATA FOR RECORDED EASEMENTS & LICENSES APPURTENANT TO OR INCLUDED IN THE COMMON INTEREST COMMUNITY

1. To be updated with information from cert to plat.

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[SCHEDULE A-2 APPEARS ON THE FOLLOWING PAGE]

SCHEDULE A-2
TABLE OF INTERESTS

Plat No.	Unit Lot	Dwellings in Unit Lot	Common Expense Liability*	Votes in the Association
2024-	A	24	100%	1
TOTALS	**1 Unit Lot**	**24 Dwellings**	**100%**	**1 Vote**

*Allocations are subject to rounding to result in 100%.

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SCHEDULE A-3
PLANNED COMMUNITY PLAT

RIDGEVIEW SUBDIVISION

A Planned Community located on

Unit Lots _____, and Parent Lot ___, RIDGEVIEW SUBDIVISION,
according to the official plat thereof, Plat No. ___.

[PLANNED COMMUNITY PLAT APPEARS ON THE FOLLOWING PAGES]

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OWNERSHIP CERTIFICATE

The undersigned does hereby certify that it is the owner of **Unit Lots** _____, and **Parent Lot** ___, RIDGEVIEW SUBDIVISION, according to the official plat thereof, Plat No. ___, records of the Juneau Recording District, First Judicial District, State of Alaska.

The undersigned, as Declarant, under that certain **Declaration of Ridgeview Subdivision**, recorded of even date herewith in the records of the Juneau Recording District, First Judicial District, State of Alaska, ("**Declaration**"), pursuant to Section 34.08.170 of the Alaska Uniform Common Interest Ownership Act ("**Act**"), does hereby file this Planned Community Plat to reflect the Lots and Common Elements as shown herein and does submit the property to the Act.

GLACIER HEIGHTS, LLC, d/b/a **GLACIER HEIGHTS JUNEAU, LLC**

_____
By:
Its:

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 20__, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, to me known and known to me to be the _____ of **GLACIER HEIGHTS, LLC**, d/b/a **GLACIER HEIGHTS JUNEAU, LLC**, and known to me to be the person who signed the foregoing instrument, on behalf of said limited liability company, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said limited liability company for the uses and purposes therein expressed.

WITNESS my hand and official seal on the day and year in this certificate first above written.

_____
Notary Public in and for Alaska
My Commission Expires:_____

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SURVEYOR'S CERTIFICATE

Section 34.08.170 of the Alaska Uniform Common Interest Ownership Act requires that a certification be made which states that the Planned Community Plat contains the information as set forth in Section 34.08.170.

I do hereby certify that the Planned Community Plat of **Ridgeview Subdivision**, is a true and correct layout of the Lots and Common Elements and that the information as required by Alaska Statute 34.08.170 is provided for on this plat filed herewith.

Signature: _____
Printed Name:_____
Registered Land Surveyor No. _____

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ORIGINAL					
		Square Feet			
Parent Lot	Phase	Total	Developed	Open	
1	1	101,210	66,150	35,060	
1	2	203,340	148,780	54,560	
2	3	170,990	110,790	60,200	
3	4	66,510	46,490	20,020	Development
3	5	225,250	52,160	173,090	% Open Space:
		767,300		342,930	45%

REVISED					
		Square Feet			
Parent Lot	Phase	Total	Developed	Open	
1	1	140,405	93,569	46,836	
1	2	164,145	121,361	42,784	
2	3	170,990	110,790	60,200	
3	4	66,510	46,490	20,020	Development
3	5	225,250	52,160	173,090	% Open Space:
		767,300		342,930	45%

Alternative Residential Subdivision

Ridgeview

Approval Condition Review

ARP2022 0001 – Original Preliminary Plan Approval

Condition	Status	Summary
When the connection to Vista del Sol Drive is constructed, change the name of Seymour Way to Vista del Sol Drive.	☐Met ☐Unmet ☐On-going	Originally the United States Postal Service (USPS) wanted the extended roadway to be named Vista del Sol Drive. USPS guidance was modified in subsequent decisions.
For each Final Plan, provide updated off-street parking plans that show required ADA spaces, or denote if they are included in garage parking.	☒Met ☐Unmet ☐On-going	
For the Final ARS Plan for the first phase, a Traffic Impact Analysis for the entire development must be approved by CBJ. ADOT&PF will be consulted regarding impacts from the development.	☒Met ☐Unmet ☐On-going	
Plan and install a continuous vegetated barrier along the entire length of the development from the platted connection with Vista del Sol Drive along the shared property line to the development's property line at Glacier Highway. The vegetated barrier will be depicted on the preliminary and final plats of each Phase located in this area with an associated plat note. The vegetative buffer will be completed by phase, and required before the Temporary Certificate of Occupancy is issued.	☐Met ☐Unmet ☒On-going	The modification considered under ARF2023 0003 includes this buffer. The following plat note will be included in the final plat: A FIFTEEN (15) FOOT VEGETATED BUFFER IS REQUIRED ALONG THE WEST LOT LINE. THE BUFFER CAN BE REDUCED TO FIVE (5) FEET WITH A FENCE SUFFICIENT TO PROVIDE A VISUAL AND ACOUSTIC BUFFER (SMP2022 0001, proposed Plat Note 3).
Prior to approval of the Final Alternative Residential Subdivision Plan for each phase, the applicant shall submit homeowners' association, or similar, documents that comply with the requirements of CBJ 49.15.950(b).	☒Met ☐Unmet ☐On-going	Proposed modification under ARF2023 0003, meets code.
The vegetative buffer on the west lot line shall be 15 feet wide, and can be reduced to five (5) feet with fence sufficient to provide a visual and acoustic buffer.	☐Met ☐Unmet ☒On-going	See above.

ARF2022 0001 - Final Plan Conditions of Approval (Original)

Condition	Status	Summary
Establish unique names for the roadways in the subdivision.	☒Met ☐Unmet ☐On-going	Roadway named Seymour Way per USPS guidance, to avoid address renumbering challenges.
Install signage where Vista del Sol Drive and the proposed subdivision road meet, with directional arrows depicting the split.	☐Met ☐Unmet ☒On-going	Construction item.
The developer will submit documentation of approval of the mail box location by the United States Post Office.	☐Met ☐Unmet ☒On-going	
The developer will submit written documentation of approval of the trash location and volume by Waste Management to the Director for approval.	☒Met ☐Unmet ☐On-going	
Snow storage may be modified and approved by the Director if the area of snow storage provided per lot remains the same.	☐Met ☐Unmet ☒On-going	As parking is modified, the Director will consider snow storage locations. These may change and develop as parking is further developed.
Approval is subject to the following plat note (SMP2022 0001): A FIFTEEN (15) FOOT VEGETATED BUFFER IS REQUIRED ALONG THE WEST LOT LINE. THE BUFFER CAN BE REDUCED TO FIVE (5) FEET WITH A FENCE SUFFICIENT TO PROVIDE A VISUAL AND ACOUSTIC BUFFER.	☐Met ☐Unmet ☒On-going	Plat note will be included in the final plat submission.

ARF2023 0001 - Final Plan Conditions of Approval (Original)

Condition	Status	Summary
Establish unique names for the roadways in the subdivision.	☐Met ☐Unmet ☒On-going	The final plat will show the name of the new roadway as Seymour Way, as requested by the USPS.
Install signage where Vista del Sol Drive and the proposed subdivision road meet, with directional arrows depicting the split.	☐Met ☐Unmet ☒On-going	During construction of the connection between Seymour Way and Vista del Sol Drive, anticipated after 100 units are

Condition	Status	Summary
		constructed (fire code requirement for second access).
The developer will submit documentation of approval of the mail box location by the United States Post Office.	☐Met ☐Unmet ☒On-going	The USPS has been involved in discussions regarding the location of the mail boxes along Seymour Way. They have not documented approval.

49.15.950 Final alternative residential subdivision plan approval.

(a) *Application.* Upon completion of all conditions of the preliminary plan, the developer shall submit an application, fee, and a final plan for commission approval.

(b) *Homeowners' association.* The formation of a homeowners' association, or similar entity, is required.

(1) The articles of incorporation and bylaws of the homeowners' association, required under A.S. 34.08 or this chapter, shall be prepared by a lawyer licensed to practice in the state. *J. Taylor Rounds, Bar # 1111087, McCollum & Rounds, LLC.*

(2) The homeowners' association shall be responsible for:

- the maintenance of open space, *Section 5.1*
- water and sewer utilities, *Section 5.1*
- and stormwater control features and drainages. *Section 5.1*
- The association documents shall specify how any other common facilities shall be operated and maintained. *Section 5.2*
- The association documents shall require homeowners to pay periodic assessments for the operation, maintenance and repair of common facilities. *Article XVIII*
- The documents shall require that the governing body of the association adequately maintain common facilities. *Section 6.1*

(3) If the alternative residential subdivision is phased, the association documents shall specify how the cost to build, operate, and maintain improved open space and common facilities shall be apportioned among homeowners of the initial phase and homeowners of later phases. *Article VIII (when Exhibit A-2 is created for the bylaws).*

(4) The homeowners' association documents shall be recorded with the approved final plat. *CBJ requires executed documents for recording the final plat. The Declaration acknowledges the ongoing responsibility to record amendments in Section 15.4.*

(c) *Commission action.* The commission may approve the final plan if it substantially conforms to the approved preliminary plan and all requirements of this article.

(d) *Expiration.* An approved final plan shall expire 18 months after recording if the applicant fails to obtain an associated building permit and make substantial construction progress. An application for extension of a final plan shall be according to section 49.15.250, development permit extension.

(Serial No. 2018-41(c), § 2, 12-17-2018, eff. 1-17-2019)

Irene Gallion

From: Irene Gallion
Sent: Friday, January 12, 2024 10:53 AM
To: Drown, Arthur EE (DOT)
Cc: Schuler, Michael K (DOT)
Subject: FW: ARF23-02: Comments requested
Attachments: 01 ARF Amendment 2 2023-12-01.pdf; 02 ARF2022 0001 JAN 2024 AMENDMENT FIGURE.pdf; 03 AK-21001-LP 01-04-24-LP-OVERALL COLOR.pdf; 04 Declaration of Ridgeview PC 12 29 23.pdf; Agency Comments Form.pdf

Hi Arthur, sorry about the stunted subject line in the last one.

Also, here is a web site if that is easier to view:

https://juneau.org/community-development/short-term-projects

From: Irene Gallion
Sent: Friday, January 12, 2024 9:48 AM
To: Drown, Arthur EE (DOT) <arthur.drown@alaska.gov>
Cc: Schuler, Michael K (DOT) <michael.schuler@alaska.gov>
Subject: ARF23-02:

Happy New Year, Arthur!

Attached is an application for Ridgeview to modify their subdivision plan for Phase 1. No additional units, but they are changing some units from 1 or 2 bedrooms to 3 (page 62 of attachment 01).

Comments (if there are any) would be appreciated by January 31, 2024. If you need more time, just let me know and we'll work it out.

Thanks!

Irene Gallion | Senior Planner
Community Development Department | City & Borough of Juneau, AK
Location: 230 S. Franklin Street | 4th Floor Marine View Building
Office: 907.586.0753 x4130

Fostering excellence in development for this generation and the next.

How are we doing? Provide feedback here: https://juneau.org/community-development/how-are-we-doing

Irene Gallion

From: Irene Gallion
Sent: Friday, January 12, 2024 10:57 AM
To: Charlie Ford; Dan Jager; General Engineering
Cc: Jeffrey Hedges
Subject: ARF23-02: Modifications to Ridgeview layout
Attachments: 01 ARF Amendment 2 2023-12-01.pdf; 02 ARF2022 0001 JAN 2024 AMENDMENT FIGURE.pdf; 03 AK-21001-LP 01-04-24-LP-OVERALL COLOR.pdf; 04 Declaration of Ridgeview PC 12 29 23.pdf; Agency Comments Form.pdf

Hello team,

Attached is an application for Ridgeview to modify their subdivision plan for Phase 1. Changes include:

- Relocation of Building B northward (away from Glacier Highway).
- Relocation of some parking in Building B's previous footprint.
- Elimination of underground parking in Buildings B, C and D, increasing surface parking.
- Updated Homeowner Association documents.

Here is the web site if that is easier to view: https://juneau.org/community-development/short-term-projects

Comments would be appreciated by January **31, 2024**. If you need more time, just let me know and we'll work it out.

Thanks!

Irene Gallion | Senior Planner
Community Development Department | City & Borough of Juneau, AK
Location: 230 S. Franklin Street | 4th Floor Marine View Building
Office: 907.586.0753 x4130

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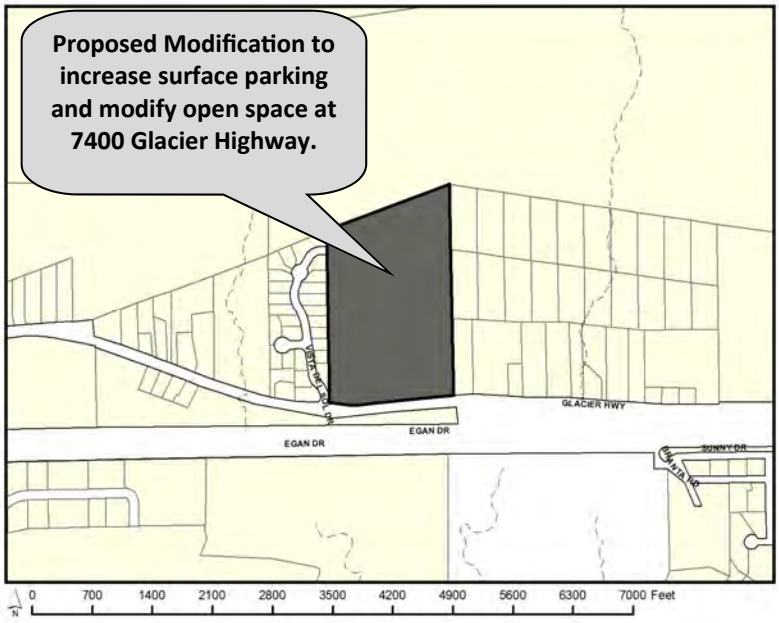
How are we doing? Provide feedback here: https://juneau.org/community-development/how-are-we-doing

Invitation to Comment

On a proposal to be heard by the CBJ Planning Commission

Your Community, Your Voice



CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT
155 Heritage Way Juneau, Alaska 99801

TO

Alternative Residential Subdivision Modification application has been submitted for consideration and public hearing by the Planning Commission to **increase surface parking and modify open space** at **7400 Glacier Highway** in a **D18** zoning district.

PROJECT INFORMATION:
Project Information can be found at:
https://juneau.org/community-development/short-term-projects

PLANNING COMMISSION DOCUMENTS:
Staff Report expected to be posted **February 20th, 2024** at
https://juneau.org/community-development/planning-commission
Find hearing results, meeting minutes, and more here, as well.

Now through Feb. 5th

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

Feb. 6th— noon, Feb. 23rd

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

HEARING DATE & TIME: 7:00 pm, Feb. 27th, 2024

This meeting will be held in person and by remote participation. For remote participation: join the Webinar by visiting https://juneau.zoom.us/j/82129669482 and use the Webinar ID: 821 2966 9482 OR join by telephone, calling: 1-253-215-8782 and enter the Webinar ID (above).

You may also participate in person in City Hall Assembly Chambers, 155 Heritage Way Juneau, Alaska.

Feb. 28th

The results of the hearing will be posted online.

FOR DETAILS OR QUESTIONS,

Phone: **(907)586-0753 ext. 4130**
Email: **pc_comments@juneau.gov or irene.gallion@juneau.gov**
Mail: **Community Development, 155 Heritage Way, Juneau AK 99801**

Case No.: ARF2023 0002
Parcel No.: 5B1401010010
CBJ Parcel Viewer: http://epv.juneau.org

Printed January 16, 2024

Irene Gallion

From: Isaac Johnson <isaac@pci1980.com>
Sent: Monday, February 5, 2024 9:10 AM
To: Irene Gallion; Garrett Johnson
Subject: Re: ARE2023-0002: Public Notice Sign
Attachments: Resized_20240202_165815.jpeg

Irene – Attached is a picture of the Public Notice sign, posted on our property

Isaac Johnson
801.822.4459

From: Irene Gallion <Irene.Gallion@juneau.gov>
Date: Thursday, February 1, 2024 at 9:44 AM
To: Isaac Johnson <isaac@pci1980.com>, Garrett Johnson <garrett@pci1980.com>
Subject: RE: ARE2023-0002: Public Notice Sign

Isaac, you have time. Today the roads and parking are stupidly bad.

You have until Feb 12.

Thanks!

From: Isaac Johnson <isaac@pci1980.com>
Sent: Wednesday, January 31, 2024 5:18 PM
To: Garrett Johnson <garrett@pci1980.com>; Irene Gallion <Irene.Gallion@juneau.gov>
Subject: Re: ARE2023-0002: Public Notice Sign

Garrett – yes I will stop into the city tomorrow and pick it up

Isaac Johnson
801.822.4459

From: Garrett Johnson <garrett@pci1980.com>
Date: Wednesday, January 31, 2024 at 5:04 PM
To: Irene Gallion <Irene.Gallion@juneau.gov>, Isaac Johnson <isaac@pci1980.com>
Subject: Re: ARE2023-0002: Public Notice Sign

Thanks Irene.

Isaac - Can you get the sign tomorrow and post it onsite?

Thanks,
Garrett Johnson

From: Irene Gallion <Irene.Gallion@juneau.gov>
Sent: Wednesday, January 31, 2024 5:27:45 PM
To: Garrett Johnson <Garrett@pci1980.com>
Cc: Irene Gallion <Irene.Gallion@juneau.gov>
Subject: ARE2023-0002: Public Notice Sign

Hi Garrett,

A red Public Notice Sign is available for pick up in the permit center. This sign will need to be posted by Monday, February 12, 2024.

Please send an e mail with a photo of the posted sign. The e mail will be used to time and date stamp the posting.

If the sign is returned by the Monday following the Commission meeting, $100 is refunded.

Please check in with permit staff before taking the sign.

Thank you!

Irene Gallion | Senior Planner
Community Development Department | City & Borough of Juneau, AK
Location: 230 S. Franklin Street | 4th Floor Marine View Building
Office: 907.586.0753 x4130

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Attachment G - Public Notice Sign

SOUTHEAST ALASKA LAND TRUST

119 Seward Street, Suite 2, Juneau, AK 99801
(907) 586-3100 | F (907) 586-3125
SoutheastAlaskaLandTrust.org

February 5, 2024

RE: Alternative Residential Subdivision Modification Application
Case Number: ARF2023 0002

To Whom It May Concern,

The Southeast Alaska Land Trust (SEALT) received notice that an Alternative Residential Subdivision Modification application has been submitted for consideration and public hearing by the City & Borough of Juneau (CBJ) Community Development Planning Commission to increase surface parking and modify open space at 7400 Glacier Highway. The case number for this application is ARF2023 0002.

The proposed project is located immediately upslope and upstream of SEALT's Honsinger Wetlands Mitigation Site (CBJ Parcel ID 5B1401020072). This mitigation site provides compensatory mitigation for seven Department of the Army permits, overseen by the US Army Corps of Engineers, including CBJ permits for the Juneau International Airport and Statter Harbor.

The ongoing development upstream of this mitigation site could have deleterious effects to the Honsinger Wetlands Mitigation Site through effects such as increased runoff, changed sediment transport, increased pollution, and changed hydrology. The healthy function of a watershed is dependent on all groundwater, wetlands, and waterways within the catchment area; impacts to upland areas can adversely affect downstream portions of the watershed. In the last decade, wetlands around the Honsinger Wetlands such as the "Field of Fireweed" have been developed, and those impacts can already be observed in altered drainages, sediment deposits, and reduced surface water storage within this watershed.

SEALT requests that the Planning Commission thoroughly consider potential effects to the downstream mitigation site and the surrounding watershed as well as necessary mitigation measures when evaluating the application.

If you have any questions, please contact us at (907) 586-3100 or info@sealt.org.

Sincerely,

Margaret Custer
Executive Director

Planning Commission
(907) 586-0715
PC_Comments@juneau.org
www.juneau.org/community-development/planning-commission
155 S. Seward Street • Juneau, AK 99801

PLANNING COMMISSION
NOTICE OF DECISION
Date: February 28, 2024
File No.: USE2023 0009

Mr. Dave Scanlan
155 Heritage Way
Juneau, AK 99801

Proposal: Conditional Use Permit for Eaglecrest Ski Area, located in a Rural Reserve (RR) Zone, including a gondola, Summit House lodge, construction access roads, mountain bike trails, Upper Fish Creek bridge crossings, a picnic pavilion near Cropley Lake, and a snow tubing park.

Property Address: 3000 Fish Creek Road

Legal Description: SECTION 31 T 41 S R 67 E CRM

Parcel Code No.: 3D1021000010

Hearing Date: February 27, 2024

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated February 20, 2024, and approved with conditions the Eaglecrest Ski Area development plans to be conducted as described in the project description and project drawings submitted with the application and with the following conditions:

1. The minimum required setback from the southern CBJ parcel boundary for the Summit House lodge structure is 25-feet.
2. The maximum allowed height is 45 feet.
3. Expand the Lower Nordic Trail parking lot by a minimum of thirty (30) off-street parking spaces.
4. All exterior lighting fixtures shall be of a “full cutoff” design.
5. Prior to issuance of a Temporary Certificate of Occupancy, ESA shall ensure that all drainage, storm water, and stabilization improvements related to specific features and facilities are completed and functioning.
6. ESA shall minimize disturbance to the natural course of streams and drainage ways. Where disturbance is unavoidable, ESA will protect adjacent areas from contamination from storm water runoff and provide a drainage system or structures that will minimize the possibility of sedimentation

and soil erosion on-site and downstream and maintain or enhance the general stream characteristics of the stream and its receiving waters.

Attachments: February 20, 2024, memorandum from Jennifer Shields, Community Development, to the CBJ Planning Commission regarding USE2023 0009.

February 27, 2024 Additional Materials, Public Comments.

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

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

Effective Date: The permit is effective upon approval by the Commission, February 27, 2024.

Expiration Date: The permit will expire 18 months after the effective date, or August 27, 2026, if no Building Permit has been issued and substantial construction progress has not been made in accordance with the plans for which the development permit was authorized. Application for permit extension must be submitted thirty days prior to the expiration date.

mandy cole
Mandy Cole, Chair
Planning Commission

3/25/24
Date

Lily Hagerup
Filed With City Clerk

3/27/2024
Date

cc: Plan Review

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

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

PLANNING COMMISSION STAFF
CONDITIONAL USE PERMIT USE2023 0009
HEARING DATE: FEBRUARY 27, 2024

(907) 586-0715
CDD_Admin@juneau.gov
www.juneau.org/community-development
155 Heritage Way • Juneau, AK 99801

DATE: February 20, 2024

TO: Mandy Cole, Chair, Planning Commission

BY: Jennifer Shields, Planner II *Jennifer Shields*

THROUGH: Jill Lawhorne, Director, AICP

PROPOSAL: Applicant requests a Conditional Use Permit for Eaglecrest Ski Area, located in a Rural Reserve (RR) Zone, including a gondola, Summit House lodge, construction access roads, mountain bike trails, Upper Fish Creek bridge crossings, a picnic pavilion near Cropley Lake, and a snow tubing park.

STAFF RECOMMENDATION: Approval with conditions.

KEY CONSIDERATIONS FOR REVIEW:

- Summer amenities have been contemplated in plans for 40 years.
- Since 2019, ESA has hosted over 40 public meetings and conducted a public survey, with a gondola the top choice.
- Design involves preserving local residents' summer experience of hiking the service road to the top of the chairlifts.
- The CBJ Assembly purchased the gondola in 2021.
- The CBJ Assembly has entered into a Revenue Sharing Agreement with Goldbelt, Inc.

GENERAL INFORMATION	
Property Owner	City and Borough of Juneau
Applicant	Dave Scanlan, Eaglecrest General Manager
Property Address	3000 Fish Creek Road
Legal Description	SECTION 31, T41S R67E CRM
Parcel Number	3D1021000010
Zoning	Rural Reserve (RR)
Land Use Designation	Resource Development (RD) Stream Protection Corridor (SC)
Lot Size	1,377 acres (59,982,120 square feet)
Water/Sewer	On-site water and on-site sewer
Access	Fish Creek Road
Existing Land Use	Ski Resort
Associated Applications	CSP2023-0001

ALTERNATIVE ACTIONS:

1. **Amend:** require additional conditions or delete or modify the recommended conditions.
2. **Deny:** deny the permit and adopt new findings for items 1-6 below that support the denial.
3. **Continue:** to a future meeting date if determined that additional information or analysis is needed to make a decision, or if additional testimony is warranted.

ASSEMBLY ACTION REQUIRED:

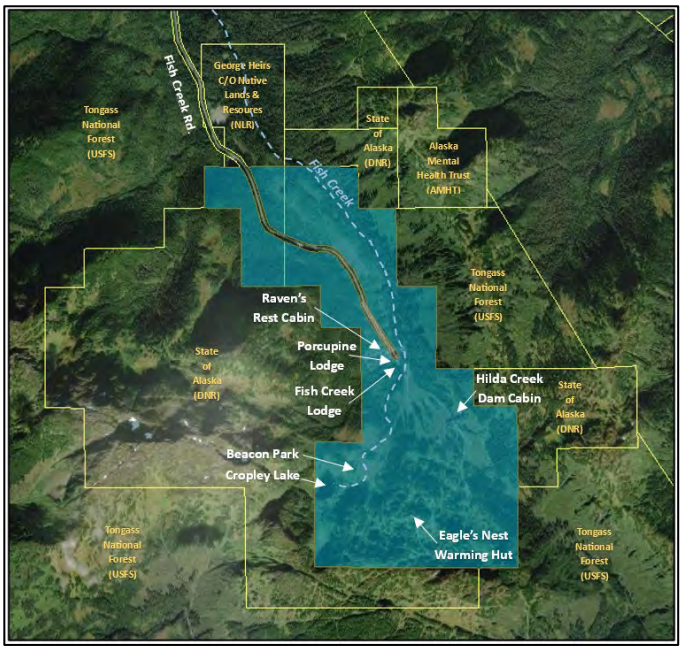
Assembly action is not required for this permit.

STANDARD OF REVIEW:

- Quasi-judicial decision
- Requires five (5) affirmative votes for approval.
- Code Provisions:
  - CBJ 42.20.095
  - CBJ 49.15.330
  - CBJ 49.40
  - CBJ 49.45
  - CBJ 49.80 (Definitions)

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

SITE FEATURES AND ZONING



SURROUNDING ZONING AND LAND USES	
North (RR)	Vacant, AK DNR & NL&R
South (RR)	Vacant, AK DNR & USFS
East (RR)	Vacant, AK DNR & USFS
West (RR)	Vacant, AK DNR & USFS

SITE FEATURES	
Anadromous	No
Flood Zone	No
Hazard	No
Hillside	Yes
Wetlands	Yes
Parking District	No
Historic District	No
Overlay Districts	No

BACKGROUND INFORMATION

Project Description –

Eaglecrest Ski Area (ESA) is a municipally owned ski area operated as a special revenue fund of the City and Borough of Juneau (CBJ). Although ESA has a history of serving the winter recreation needs of the community, the ski area and its' existing infrastructure sit idle for seven months out of the year. ESA desires to execute on summer development concepts that have been contemplated in planning documents for nearly 40 years, as discussed below.

ESA is currently proposing to develop a number of amenities, including (Attachment A):

- Gondola with base station, midway station, summit station, and supporting structures
- Summit House lodge at the gondola's summit station, with a small snack bar, bathrooms, beer and wine bar, gift shop, and ski patrol station
- Construction access roads
- Mountain bike trails
- Upper Fish Creek bridge crossings
- Picnic pavilion near Cropley Lake
- Snow tubing park

The overall design of the summer development plans involves keeping commercial summer activities the far west side of the ESA property, thereby preserving local residents experience of hiking the road to the top of the Ptarmigan or Black Bear chairlifts.

Background –

Early Years

In the 1970's, and through the combined efforts of the Juneau Ski Club, Juneau Ski Patrol, U.S. Forest Service (USFS) and the CBJ, a road was built up the Fish Creek valley using a congressional appropriation of federal highway dollars. Upon completion of the road, the USFS designated the land as a recreation area. A bond issue was put before the voters to build a ski area and in 1983, the State of Alaska approved the conveyance of land to CBJ. In addition, two grants from the Land and Water Conservation Fund were issued during this time period to help construct and improve ESA.

ESA slopes, circa 2006.

Summer Development Plans

ESA has made various efforts to expand into summer operations. In the mid-1980s, ESA initiated steps to increase summer visitation with limited success. Since then, the landscapes of ESA, and Juneau's summer tourism industry, have changed dramatically.

In 2008, the ESA Board developed the following Mission Statement as part of their Strategic Plan:

> *Mission: Eaglecrest Ski Area is a community-owned winter recreation area and a year-round destination for outdoor recreation and education, providing a wide range of affordable non-motorized winter and summer outdoor recreational activities.*

In 2012, ESA contracted with the SE Group, North America's premier ski area master planning firm, to update the Ski Area Master Plan and conduct a public survey. From a total response of 449 participants, 67% ranked development of trails for hiking and biking as desired amenities. Summer tourist attractions ranked second with a total combined score of 64%. The 2012 Master Plan document and survey results in their entirety can be found here:

skieaglecrest.com/wp-content/uploads/2019/06/Eaglecrest-Master-Plan_FINAL-04022012.pdf

In 2018, ESA began planning the expansion of summer operations to ensure the long-term, financial sustainability of the ski area. In 2019, the Eaglecrest Summer Operations Task Force was created to better understand the range of business models, costs, and potential revenues from summer operations investments. Since then, ESA has undertaken numerous public outreach efforts, including hosting over 40 public meetings and conducting a public survey to solicit opinions on desired summer activities, with the highest rated choice being a gondola from base to summit (63.27%, Attachment B). Further information on ESA's summer development plans can be found here:

https://skieaglecrest.com/summer/

Gondola Purchase

In November 2021, ESA was notified of a gondola from the Galsterberg Ski Area in Austria that was going to be decommissioned and sold. In February 2022, the CBJ Assembly approved an Ordinance to fund the Gondola's

purchase (Ordinance 2021-08(b)(am)(z), Attachment C). In May 2023, the Assembly approved two Ordinances for the Gondola Capital Improvement Project, with funding provided by both General Funds (Ordinance 2021-08(b)(am)(AP), Attachment D) and Goldbelt, Inc. (Ordinance 2022-06(b)(AD), Attachment E).

Additionally, ESA has been pursing various grant funds through the U.S. Economic Development Administration (EDA) to assist with funding. An Environmental Analysis, currently in progress by Cox Environmental Services, and completion of the EDA Environmental Narrative Questionnaire is necessary to meet NEPA requirements and receive Federal Grant Funds. A comprehensive informational packet on the gondola's technical aspects, financial costs, environmental analysis, and community letters of support can be found here:

https://drive.google.com/file/d/170LlATULAXQyIazNZfRa221YU6x-Xswj/view

Revenue Sharing Agreement

Shortly after the Assembly approved the purchase of the gondola, Goldbelt Inc. contacted ESA and expressed interest in becoming a capital partner to install the gondola and construct the Summit House and trail system. ESA has since worked with the CBJ City Manager, CBJ Legal Counsel, and the Goldbelt Executive Team and Legal Counsel to enter into a Revenue Sharing Agreement in exchange for $10 million dollars in development capital. The Assembly approved a Revenue Sharing agreement with Goldbelt in January 2023 (Ordinance 2022-63, Attachment F), and later modified it in May 2023 (Ordinance 2023-08, Attachment G).

Rescheduled

This application was originally scheduled to go before the Planning Commission (Commission) in August 2023. However, during the review process additional information was required for traffic analysis. Subsequently, ESA submitted a Trip Generation Memo dated January 10, 2024, and the Director determined that a full Traffic Impact Analysis was not required per CBJ 49.40.300(3) (Attachment H).

The table below summarizes relevant history for the parcel and proposed development.

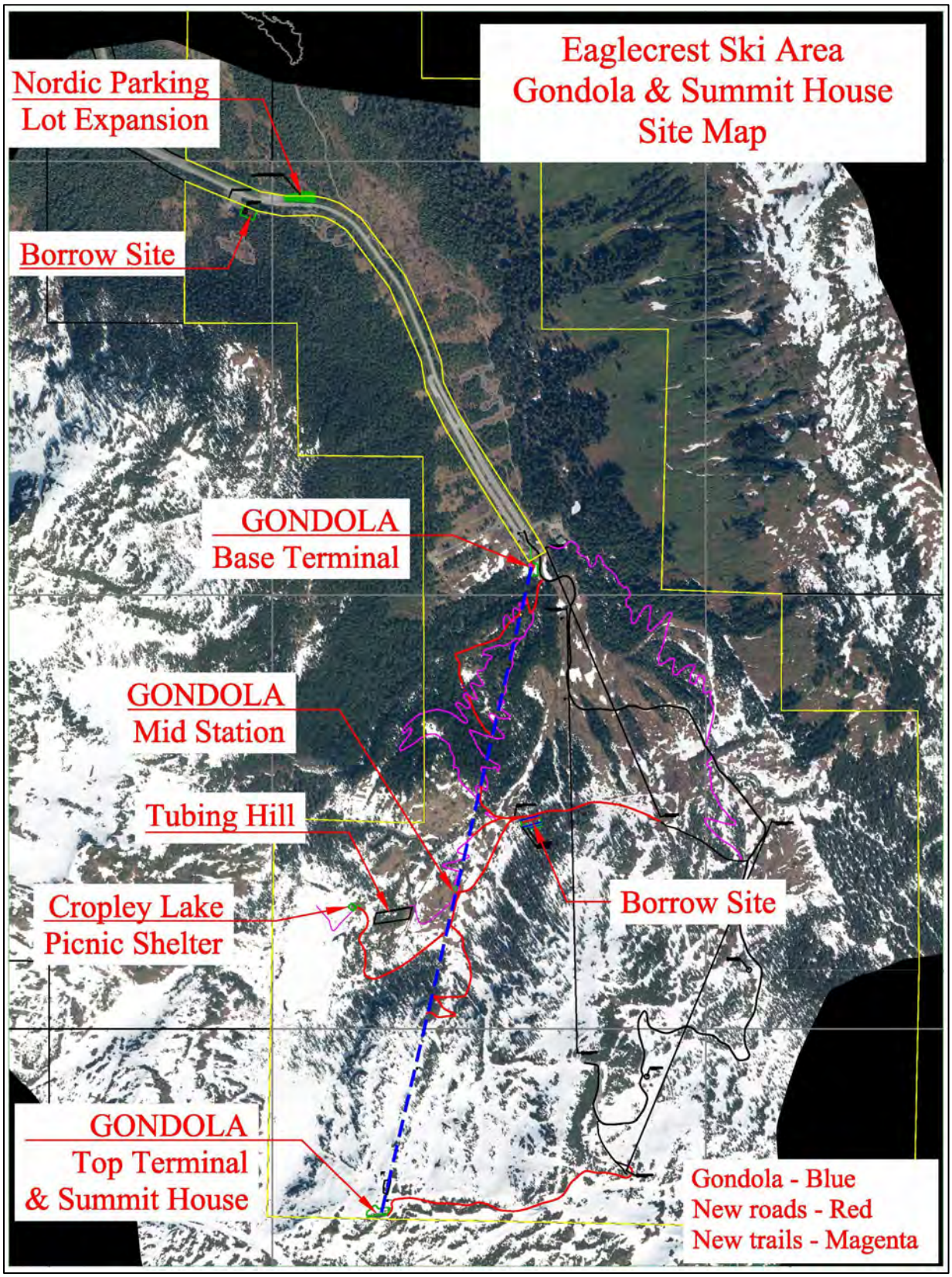
Year	Item	Summary
1975	Funding	Federal Land and Water Conservation Funding permanently restricting conversion of any property interest, including leases, to private use.
1975	Building	Maintenance shop constructed.
1977	Building	Caretaker's cabin constructed.
1980	Plan	ESA Comprehensive Development Plan
1982	Land Selection	Bureau of Land Management (BLM) decision on conveyance of land to the State of Alaska.
1983	ADL #101676	State of Alaska decision on conveyance of lands to CBJ and reservation of a 50-foot-wide access along both sides of Fish Creek and Cropley Lake.
1983	Funding	Federal Land and Water Conservation Funding permanently restricting conversion of any property interest, including leases, to private use.
1983	Plan	ESA Base Area Land Use Study
1990	Survey	BLM Survey
1995	Survey	Alaska State Land Survey No. 95-59
1998	Patent	State of Alaska Patent 16431 to CBJ
1998	Plat	Plat 98-10 (Alaska State Land Survey No. 95-59)

2000	City Project Review & Conditional Use Permit	CSP2000-00012 and USE2000-00071 to mine and process rock and soil fill materials.
2000	City Project Review & Conditional Use Permit	CSP2000-00008 and USE2000-00056 to construct a snow tubing area including a surface lift.
2005	Conditional Use Permit	USE2005-00060 for the Alaska Zipline Adventures Tour.
2006	City Project Review & Conditional Use Permit	CSP2006-00008 and USE2006-00065 for a new Mid-Mountain Chairlift.
2007	City Project Review	CSP2007-00015 to allow a power line.
2008	City Project Review	CSP2008-0001 to construct an access road to the FAA tower.
2008	Easement	Overhead electrical easement from CBJ to AELP along Fish Creek Road.
2008	City Project Review	CSP2008-0013 to replace the existing Platter Pull surface lift with a new beginner chairlift.
2012	Master Plan	ESA Master Plan.
2013	City Project Review	CSP2013-0029 to construct Eaglecrest Learning Center, a new 8,660 square foot, two-story building.
2013	City Project Review	CSP2013-0020 to lease part of ESA for a new cell tower.
2019	Task Force	ESA Summer Development Task Force created.
2019	Plan	ESA Summer Development Plan.
2019	Public Survey	Summer development public engagement and survey (Attachment B).
2021	Ordinance	2021-08(b)(am)(Z)(am) for the gondola purchase (Attachment C).
2021	Ordinance	2021-08(b)(am)(AP) for the gondola capital improvement project with general funds (Attachment D).
2022	Ordinance	2022-06(b)(AD) for the gondola capital improvement project with Goldbelt, Inc. funds (Attachment E).
2022	Ordinance	2022-63 Revenue Sharing Agreement with Goldbelt, Inc. (repealed, Attachment F).
2022	Pre-Application Conference	PAC2022-0040 to add a gondola, summit house, construction access roads, mountain bike trails, upper Fish Creek bridge crossings, picnic pavilion near Cropley Lake, and a snow tubing park (Attachment A).
2023	Ordinance	2023-08 Revenue Sharing Agreement with Goldbelt, Inc. (Attachment G).
2023	Memorandum	Trip Generation Memorandum dated December 20, 2023, analyzing traffic impacts of the proposed development and approved by ADOT&PF (Attachment H).
2024	Memorandum	Trip Generation Memorandum dated January 10, 2024, analyzing traffic impacts of the proposed development and approved by the Community Development Director (Attachment I).

ZONING REQUIREMENTS

Standard		Requirement	Existing	Proposed	Code Reference
Lot	Size	36,000 square feet	1,377 acres	No Change	CBJ 49.25.400
	Width	150 feet	> 150 feet	No Change	CBJ 49.25.400
	Depth	N/A	> 10,000 feet	No Change	CBJ 49.25.400
Setbacks	Front	25 feet	> 25 feet	No Change	CBJ 49.25.400
	Rear	25 feet	> 25 feet	> 25 feet	CBJ 49.25.400
	Side	15 feet	> 15 feet	No Change	CBJ 49.25.400
	Side	15 feet	> 15 feet	No Change	CBJ 49.25.400
	Street Side	17 feet	N/A	N/A	CBJ 49.25.400
Lot Coverage Maximum		20% (Conditional Use)	< 20%	< 20%	CBJ 49.25.400
Vegetative Cover Minimum		N/A	> 95%	Minimal %	CBJ 49.50.300
Height	Permissible	45 feet	Varies < 45 feet	Varies < 45 feet	CBJ 49.25.400
	Accessory	45 feet	Varies < 45 feet	Varies < 45 feet	CBJ 49.25.400
Maximum Dwelling Units		2	1 (Caretaker)	No Change	CBJ 49.25.500
Use		Public / Recreational	21.100 Resort, Lodge	21.100 Resort, Lodge 6.270 Aerial Conveyance	CBJ 49.25.300

SITE PLAN


Eaglecrest Ski Area
Gondola & Summit House
Site Map
Nordic Parking
Lot Expansion
Borrow Site
GONDOLA
Base Terminal
GONDOLA
Mid Station
Tubing Hill
Cropley Lake
Picnic Shelter
Borrow Site
GONDOLA
Top Terminal
& Summit House
Gondola - Blue
New roads - Red
New trails - Magenta

ANALYSIS

Gondola: CBJ 49.25.300, USE 6.270 – Aerial Conveyances and Appurtenant Facilities – is listed as a permissible use requiring a Conditional Use Permit from the Planning Commission in the Rural Reserve (RR) Zone.

Summit House: CBJ 49.25.300, USE 21.100 – Resort, Lodge – is listed as a permissible use requiring a Conditional Use Permit from the Planning Commission in the Rural Reserve (RR) Zone.

Project Site –

ESA is located on Douglas Island, primarily surrounded by State of Alaska lands and the Tongass National Forest. Topography of the parcel ranges from gently sloped to steeply sloped, and includes Fish Creek and its tributaries, Cropley Lake, and wetlands throughout. The site is accessed via Fish Creek Road, approximately twelve miles away from Downtown Juneau via North Douglas Highway. A gravel service road at the end of Fish Creek Road leads to the Eagle's Nest Warming Hut near the top of the mountain.

ESA has four double chairlifts (Black Bear, Hooter, Ptarmigan, and Porcupine), thirty-six marked trails, and Beacon Park, a self-service educational tool for skiers. The site includes Fish Creek Lodge and Porcupine Lodge which house administrative offices, an equipment rental shop, equipment repair shop, a retail shop, restrooms, and general seating areas. Additional facilities on the site include a caretaker's cabin, maintenance shops, and two public-use rental cabins (Hilda Creek Dam and Raven's Rest).

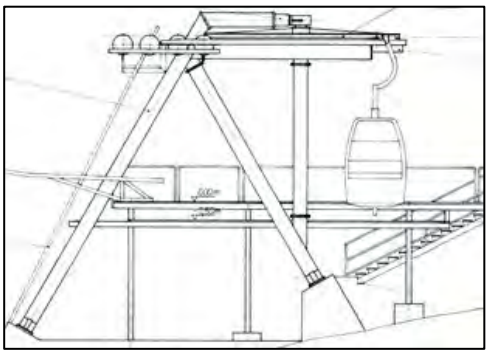
The site has a potable water treatment system, and wastewater needs are accommodated by an in-ground septic system. The water and wastewater systems have a design capacity for approximately 1,500 daily visitors.

Project Design –

As previously discussed, ESA is proposing to develop a number of amenities, including a gondola with three stations and supporting structures; a Summit House lodge at the gondola's upper station, with a small snack bar, bathrooms, beer and wine bar, gift shop, and ski patrol station; construction access roads; mountain bike trails; Upper Fish Creek bridge crossings; a picnic pavilion near Cropley Lake; and a snow tubing park. ESA has included detailed information on each of these proposed amenities which can be found in the application narrative (Attachment A). Below is a summary and analysis of each amenity:

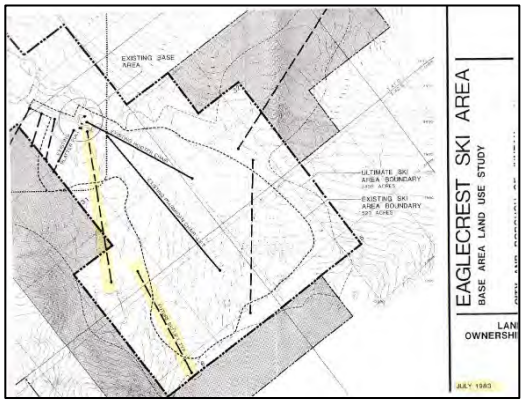
❖ **Gondola with Base Station, Midway Station, Summit Station, and Supporting Structures**

Gondolas are a form of Aerial Conveyance typically found at ski areas and other tourist attractions. The proposed fixed grip pulsing gondola will be a total of 6,934 feet long, with a vertical rise of 1,588 feet. It will be retrofitted and configured as a bottom drive and tension, which will allow it to be connected to and powered by Alaska Electric Light and Power's (AEL&P), thereby eliminating the need for diesel fuel and storage.



The gondola will have 12 enclosed cabins, each with a capacity of 15 passengers. The cabins will be configured into four pods of three cabins each that will circulate on one fixed haul rope. The lift system, in this 4x3 configuration, will have a maximum capacity of 750 passengers per hour. The total ride time from the base station to the summit station will take approximately 7.5 minutes. The pods will be arranged along the haul rope such that when the gondola stops, all cabins will be at one of the three stations (base, midway, and summit). Twenty-one vertical support towers will be required to support the gondola rope.

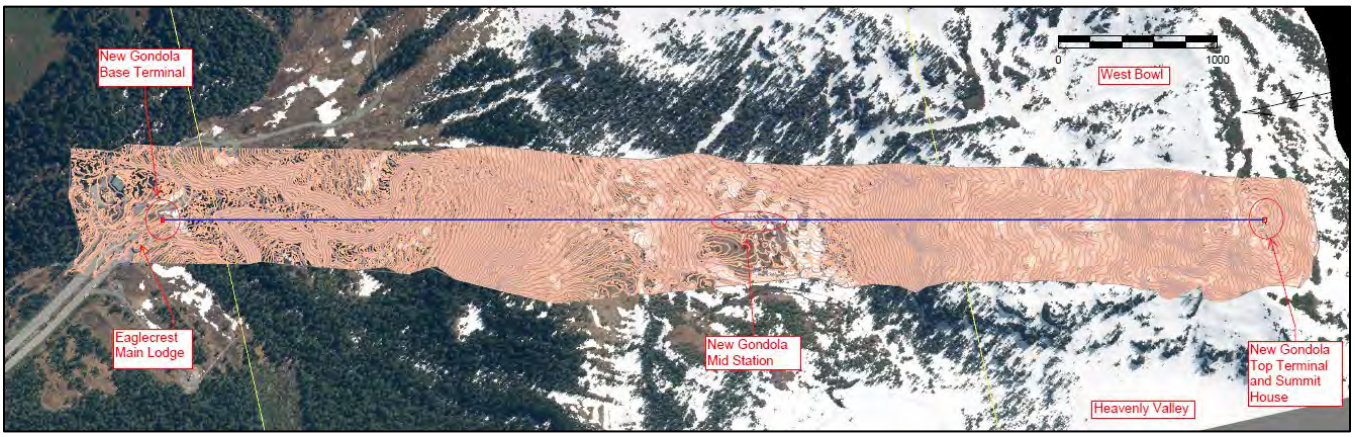
The summit station will be fully enclosed by a steel framed structure that will protect critical machinery and the gondola cabins that will be parked at the summit terminal at nights, storm events, and periods when the gondola is otherwise not operating. This structure will be designed to be built in two phases, with phase one being the construction of the protective enclosure around the gondola terminal, and phase two being construction of the adjoining Summit House lodge.



The State of Alaska Department of Environmental Conservation (ADEC), Septic Division, reviewed this application and stated that since the proposed midway station will have an operator, and guests may exit at the stop, restroom facilities may be required. If restrooms are required, ESA would likely install a concrete vault toilet.

A 1983 Master Plan map for ESA shows a future ski lift placement in the same location as the gondola, from the proposed base station near Fish Creek Lodge to the "Heavenly" summit station alignment (see map to the right).

ESA has consulted with ski area planners, engineers, and contractors to determine the best and most constructible alignment (see aerial graphic below). The most important criteria determining gondola placement is that it offers interconnectivity to existing ski terrain and serves the widest array of summer and winter activities possible.



❖ **Summit House Lodge**

The Summit House lodge will be integrated into the summit station enclosure and utilized during both the summer and winter seasons. The lodge will have approximately 4,000 square feet of indoor space that will include restrooms, banquet style food service, a small bar for beer and wine sales, and a large general seating area. Large decks on the south, west and north sides of the lodge will allow guests to take in the panoramic mountain top views of Admiralty Island, Stephens Passage, Seymour Canal, Hogsback Mountain, Cropley Lake, and Mt. Ben Stuart.

Water and wastewater treatment systems for the lodge have yet to be designed. Initially, potable water will be sourced from ESA's water treatment plant. It is anticipated that a rainwater catchment and storage system will provide for non-potable water needs of the structure. ADEC's Drinking Water Division reviewed this application and stated that the water treatment system will need to be reviewed and approved if it will serve more than 25 people daily. ADEC's Septic Division stated that the lodge will need to use composting toilets and grey water treated with an on-site drain field.

The lodge will be connected to AEL&P electricity, although a generator may be used initially.

❖ **Construction Access Roads**

Three new access roads are required for the construction of the gondola and Summit House lodge. These roads will also provide post-construction access for mountain activities and ESA's maintenance needs.

- Lower Mountain Tower Access Road – A new 2,500-feet long road will be constructed at the base of the ski area to provide construction and post-construction maintenance access to gondola supporting towers 3, 4 and 5.
- Mid Mountain Road – A new 2,600-feet long, 16-feet wide access road will be constructed between the end of the existing service road at the top of the Hooter chairlift and the new gondola midway station. This road will continue on another 2,300 feet to the proposed Cropley Lake picnic pavilion. Several shorter construction access tracks will spur off the mid-mountain road as needed for construction access to gondola tower sites.
- Top Summit Station Road – A new 3,000-feet long, 16-feet wide access road will be constructed between the top of the Black Bear chairlift (the end of the summer road) and the gondola summit station.
- Additional hardened access trails will be constructed to other gondola tower sites to provide construction and maintenance access.

Extraction activities at the numerous on-site material borrow sites are integral to construction of the gondola and Summit House lodge. Per CBJ 49.65.200(b)(1), a separate Extraction Permit is not required since such extraction is necessary to work that will be authorized under future building permits for this Conditional Use Permit application.

Any rock produced in excess of immediate project requirements will remain stockpiled on site. Blasting activities will comply with the CBJ Engineering Department's Standard Specifications for Civil Engineering Projects and Subdivision Improvements Section 02090 – Blasting Controls.

After extraction, material sites' steep slopes will be cleaned of unconsolidated material and backfilled with oversized rock and overburden before being re-graded as needed for safe ski area operations.

❖ **Mountain Bike Trails**

After the gondola construction is completed, many of the gondola tower access trails and construction roads will be converted into mountain bike and hiking trails. In addition, a new trail will be constructed that bisects the gondola line in as many locations as possible to provide a summer egress route if the gondola ever needs to be evacuated. The trail will generally be eight-feet wide and will be designed to accommodate ESA maintenance needs.

❖ **Upper Fish Creek Bridge Crossings**

The mountain bike trail will require two bridge crossings over Upper Fish Creek. Generously sized culverts that can accommodate peak water flows may be needed along the trail route.

❖ **Picnic Pavilion Near Cropley Lake**

An approximately 1,250 square foot picnic pavilion is proposed at Cropley Lake, primarily for summer use. The structure will have design elements similar to the picnic pavilions installed at Auke Recreation Area, Lena Cove, and Auke Lake. The pavilion will have a large propane-fueled fire pit available to guests. A concrete vault privy will be constructed adjacent to the pavilion site. The site will not have electrical service.

❖ **Snow Tubing Park**

A snowtubing park is proposed on the slope between the gondola midway station and Cropley Lake. ESA's existing handle-tow tubing surface lift will be relocated to provide tube return transportation up the tubing slope. Snowmaking equipment will be utilized to produce snow for the snowtubing park at the gondola midway station.

Conditions:

1. **The minimum required setback from the southern CBJ parcel boundary for the Summit House lodge structure is 25-feet.**
2. **The maximum allowed height is 45 feet.**

Access / Traffic –

The Institute of Transportation Engineer's Trip Generation Manual, 9th Edition does not have a comparable type of recreational land use category for estimating traffic impacts for a ski resort gondola. The manual does include one ski area sample site in Montana, with data from 2011, but emphasizes caution in using the trip generation rates listed due to the small sample size and variables associated with ski areas.

According to CBJ 49.40.300, if a development is projected to generate more than 250 Average Daily Traffic (ADT's) but fewer than 500 ADT's, a traffic impact analysis shall be required if the Community Development Department Director determines that an analysis is necessary based on the type of development, its location, the likelihood of future expansion, and other factors found relevant by the director. The definition of "development" per CBJ 49.80.120 includes several different types of activities, including "*change in use of a lot, including any structure thereon*".

According to ESA, winter season attendance ranges from 30,000 to 60,000 visitors over a typical 94-day winter operating season, translating to between 320 to 640 average daily visitors. Typical weekend visitation is around 900 to 1,000 visitors per day. Peak visitation in the winter season of 1,500 visitors in a single day is infrequent and occurs only on weekends with fresh snowfall and sunny skies.

Trip generation factors between the winter and summer seasons vary due to the ESA visitor population shifting from local Juneau residents to coach buses arriving from cruise ships in and near Downtown Juneau. After reviewing initial traffic information provided by ESA, additional data was requested by DOT&PF. A Trip Generation Memorandum dated December 20, 2023 (Attachment H) was reviewed by DOT&PF and the Director for the use of Eaglecrest winter operations as a basis for projecting future summer operations (Attachment M).

Further data was requested by the Director and provided in a Trip Generation Memorandum dated January 10, 2024 (Attachment I). The Memorandum includes a summer season sensitivity analysis of the percentage of visitors traveling via coach bus and passenger vehicle which resulted in a range of daily trips between approximately 206 daily trips (95% coach bus, 5% passenger vehicle) and 644 daily trips (50% coach bus, 50% passenger vehicle), with peak hour trips ranging between 32 and 96 trips, respectively (Table 4, page 4). Among the six summer season scenarios presented, the average is 376 daily trips, or 59 peak hour trips.

Condition: None.

Vehicle Parking & Circulation –

CBJ 49.40.210 does not list a parking requirement for aerial conveyances or ski resort lodges. CBJ 49.40.200(j) states that for uses not specified, the requirements for off-street parking are based on the requirements for the most comparable use specified, as determined by the Director for a minor development or by the Commission for a major development.

Parking requirements for the proposed uses of the Summit House lodge would be as follows:

Proposed Use	Parking Standard
Restaurant	1 space / 200 square feet
Office	1 space / 300 square feet
Assembly	1 space / 4 seats

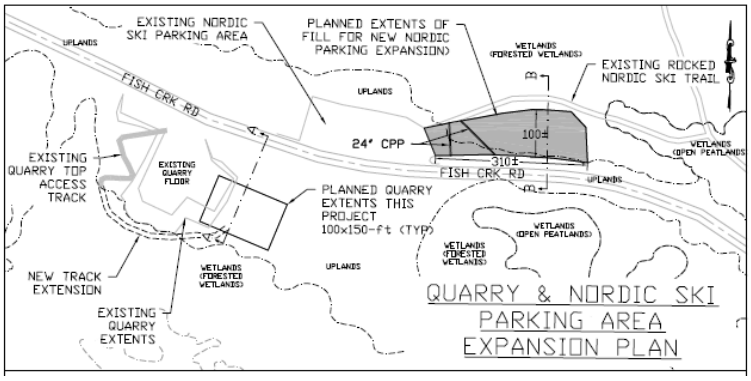
Architectural plans have not been provided for the Summit House lodge at this time. Using the highest square footage standard for the entire 4,000 square foot structure, 20 parking spaces would be required. Previous parking requirements for the Fish Creek and Porcupine lodges have been based on an office/commercial standard of 1 space per 300 square feet. Fish Creek Lodge is approximately 15,755 square feet, which would require 52 parking spaces. Porcupine Lodge is approximately 8,660 square feet, which would require 28 parking spaces. For all three buildings, the total parking requirement is 100 parking spaces.

Although they are not striped or clearly differentiated from one another, it is estimated that ESA's current parking areas are designed to hold approximately 700 vehicles, in addition to the bus drop off zone. Overflow parking onto Fish Creek Road has been observed during the winter season on the days of peak visitation.

As visitation to ESA has grown, the parking lot has been expanded as needed. ESA is considering an expansion of the Lower Nordic Trail parking lot off of Fish Creek Road of approximately one-acre in size. The parking lot would be hardened with shot rock from the material source adjacent to the site and would provide staging room for construction of the gondola supporting towers and equipment. Once construction of the gondola is completed, the parking lot would be utilized for overflow parking.

The proposed summer development plans are intended to make use of the ski area during the months when ESA sits virtually idle, in a similar fashion to the joint use of parking alternative outlined in CBJ 49.40.215(a). Joint use of parking occurs when there is no substantial conflict in th e principal operating hours (or in this case, months) of the structures or users for which joint use of parking facilities is proposed.

Based upon increased year-round visitation to the site and observed overflow parking during the winter season, an expansion of the Lower Nordic Trail parking lot by approximately thirty (30) off-street parking spaces, as is being considered by ESA, is recommended.



Condition:

3. **Expand the Lower Nordic Trail parking lot by a minimum of thirty (30) off-street parking spaces.**

Non-motorized Transportation –

Fish Creek Road does not have sidewalk, curb, or gutter leading up to ESA; a gravel shoulder borders the roadway on both sides.

ESA is designated as a CBJ Recreation Area and is subject to CBJ 67.01.090(e) which prohibits motor-driven vehicles within the ski area, except on designated roadways and parking areas. This designation does not extend into nearby State lands, where motorized use is allowed.

Condition: None.

Proximity to Transit –

Capital Transit does not offer services to the site. ESA has a Snow Bus service that runs once per day on weekends and select school holidays.

Condition: None.

Noise –

Due to the mountainous terrain, changes in topography, and remoteness of ESA, nuisance noise levels are not anticipated for adjacent properties. Although there will be increased noise levels during construction, there should not be an increase in ambient noise levels when the gondola is operational.

Condition: None.

Lighting –

Structure lighting will be evaluated during the building permit process. Due to the mountainous terrain, changes in topography, and remoteness of ESA in relation to adjacent properties, off-site glare is not anticipated.

Condition:

4. **All exterior lighting fixtures shall be of a "full cutoff" design.**

Vegetative Cover & Landscaping –

Approximately 11 acres of medium density tree growth of Spruce and Hemlock trees will need to be cleared for installation of the gondola's operating path. Root mats will be left intact, with the stumps being ground down flush with the surface to maintain slope stabilization and minimize erosion. Other vegetation includes high alpine rock and muskeg peat bog around the midway station site, requiring no clearing.

The Rural Reserve (RR) Zone does not have minimum vegetative cover requirements. ESA is 1,377 acres in size, and the vast majority of the area will be left in natural vegetative cover.

Condition: None.

Habitat –

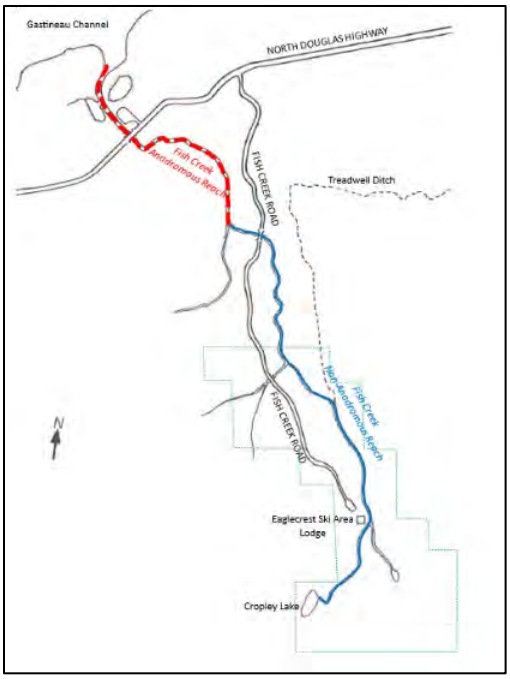
ESA was pursuing various federal grants through the U.S. Economic Development Administration (EDA) to assist with funding the various stages of the proposed development. As part of this process, an Environmental Narrative was drafted to meet National Environmental Protection Act (NEPA) requirements. ESA contracted with Cox Environmental Services to prepare the draft Environmental Narrative, although they did not take the document further when they failed to make it through the first round of the grant selection process. According to the draft Environmental Narrative, there are no species listed under the Endangered Species Act as threatened or endangered within the project site.

Habitat – Fish Creek

When the State of Alaska conveyed the ESA land to CBJ in 1983, it included the reservation of a 50-foot-wide public access easement along both sides of Fish Creek and Cropley Lake.

Additionally, Fish Creek is listed as a Stream Protection Corridor (SC) according to the 2013 Comprehensive Plan. On CBJ-owned lands, an SC designation protects anadromous fish streams and their tributaries from development that could cause pollution, erosion, depletion of groundwater infiltration, or degradation of the stream corridor and its biological functions. A 200-foot-wide corridor on both sides of the bank is initially included within the designated corridor.

While the lower reach of Fish Creek is listed as an anadromous waterbody according to the Alaska Department of Fish and Game (ADF&G) inventory of anadromous fish streams, no portion of the upper reach of Fish Creek is listed as anadromous within the ESA parcel boundaries (see map to the right).



ADF&G reviewed this application and stated, "Fish Creek and many of its tributaries provide habitat for resident Dolly Varden Char throughout the Eaglecrest area up to Cropley Lake. A permit is not required for constructing a bridge over resident fish streams; however, should a culvert be considered at the proposed location or need arise for a culvert at other locations, a Fish Habitat Permit may be required, and we would work directly with Eaglecrest in permitting."

Condition: None.

Habitat – Wetlands

The 2016 City and Borough of Juneau Wetlands Management Plan (JWMP) identifies mapped wetlands within ESA that are under the jurisdiction of the U.S Army Corps of Engineers (USACE). The construction phase of the proposed development would require use of heavy equipment for excavation and grading. The USACE may require a permit for development and fill in designated wetlands.

Condition: None.

Drainage and Snow Storage –

ESA will ensure that required drainage, storm water and stabilization improvements related to the gondola, Summit House lodge, and other amenities are completed and functioning prior to public use. This will include maintaining and repairing stream crossings and storm water management structures to prevent sedimentation downstream.

ESA has ample space off of existing parking areas for snow storage, and desires as much snowfall as possible during the winter season.

Conditions:

5. **Prior to issuance of a Temporary Certificate of Occupancy, ESA shall ensure that all drainage, storm water, and stabilization improvements related to specific features and facilities are completed and functioning.**
6. **ESA shall minimize disturbance to the natural course of streams and drainage ways. Where disturbance is unavoidable, ESA will protect adjacent areas from contamination from storm water runoff and provide a drainage system or structures that will minimize the possibility of sedimentation and soil erosion on-site and downstream and maintain or enhance the general stream characteristics of the stream and its receiving waters.**

Hazard Zones –

ESA is not within a mapped hazard area. Using 2013 LIDAR contour data, slopes within the site vary considerably, as would be expected for a mountain ski resort, and avalanches may occur. The professional and volunteer ski patrol staff at ESA perform avalanche control and monitor snow conditions for purposes of ensuring safe operation of the ski area and will continue to do so in the areas accessed by the proposed amenities.

Condition: None.

Public Health, Safety, and Welfare –

The proposed gondola, Summit House lodge, and other amenities would provide several long-term benefits to both Juneau residents and visitors, including the following:

- Increasing year-round outdoor recreation activities
- Preserving local residents' summer experience of hiking the service road to the top of the chairlifts
- Providing an accessible outdoor recreation activity for all physical ability levels (gondola)
- Improving winter season activities with faster rides up the mountain for skiers
- Facilitating quicker emergency response times to areas currently only accessible by hiking
- Alleviating tourism capacity concerns for popular attractions (e.g., the Mendenhall Glacier Visitor Center)
- Supporting ESA's long-term financial sustainability goals
- Addressing aging ski area infrastructure and improving winter operations

No information has been reviewed that suggests the proposal will materially endanger the public health, safety, or welfare.

Condition: None.

Property Value or Neighborhood Harmony –

ESA has been in use as a public recreation site since the 1970's and is the only developed property at the end of Fish Creek Road. The only privately held property in the vicinity of the site is located more than a mile from the end of the road.

No information has been reviewed that suggests the proposed gondola, Summit House lodge, or other amenities will decrease property values or neighborhood harmony.

Condition: None.

AGENCY REVIEW

CDD conducted an agency review comment period between June 16, 2023, and December 26, 2023. Below is a summary of agency comments that were received for the proposed development. Agency comments can also be found in Attachment M.

Agency	Summary of Comments
CBJ CCFR	"There are no fire code issues at this time."
CBJ Building Dept.	"Building has no issues at this time."
CBJ General Engineering	"No comments at this time."
CBJ Police Dept.	No comments provided.
CBJ Tourism	"I don't see any information in the application about tour deployment, which will create most of the project's offsite impacts. It would be helpful to understand the tour model being considered. Will the applicant sell bus tickets as discrete tours (for example, a three-hour tour with a start and end time) or will the applicant sell tours as more of a shuttle situation where there are buses running continuously to and from Eaglecrest? Will the tours be sold onboard the ship or in shoreside booths and online? Will there be a predictable tour deployment schedule or set hours of operation? Will there be a minimum number of guests booked before a tour is authorized to be scheduled? The first page of the narrative estimates 13 - 16 round-trip bus movements from downtown, but this seems low given that tour deployment typically happens by ship and by individual tours. Not all tours will fill up every day and the applicant needs to account for the ship schedule and how and when tours will be deployed to accurately estimate the impact of bus traffic."
AK Dept. of Environmental Conservation – Septic Division	"The submitted projects mention multiple proposed wastewater disposal systems. Requirements are consistent, but responses are provided for each proposed system or facility area: The Summit House warming hut proposal is to use composting toilets and grey water treated with an onsite drain field. o There is not enough information provided on the Clivus composting toilets to make a definitive statement on DEC regulations on this; however, every composting toilet is manufactured differently. From research this morning, some Clivus composting toilets (specifically for larger use facilities) require a leachate disposal system. A leachate disposal system requires a registered

Agency	Summary of Comments
	engineer to design and submit plans in accordance with 18 AAC 72 and meet applicable standards from the DEC at the time of construction. Raymond Zimmer may know more about the previously installed units. o The grey water wastewater disposal system requires a registered engineer to design and submit plans in accordance with 18 AAC 72 and meet applicable standards from the DEC at the time of construction. The Picnic Pavilion at Cropley Lake proposes to use a concrete vault privy. The vault privy requires a registered engineer to design and submit plans in accordance with 18 AAC 72 and meet applicable standards from the DEC at the time of construction. The proposed Midway Station does not have any discussion of onsite-wastewater-disposal or water-supply. Since there is an operator, and guests that can get off at this stop, restroom facilities are very likely to be required. Please refer to UPC for any said requirements. Wastewater disposal facilities for such a facility requires a registered engineer to design and submit plans in accordance with 18 AAC 72 and meet applicable standards from the DEC at the time of construction. Upon receipt of engineering plans, the Department would evaluate the proposed systems in accordance with 18 AAC 72 and provide comments at that time. Pre-application meetings can be asked for as well. Please work with Raymond Zimmer who would be the Departments wastewater review engineer.
AK Dept. of Environmental Conservation – Drinking Water	"The water system for the Summit house will need to be reviewed and approved by the Drinking Water program if Summit House will serve more than 25 ppd. Water system plans will need to be designed and submitted by an engineer. Also, Eaglecrest Ski Area water system does not currently have final approval to operate from the Drinking Water program. Please see the attached email for remaining information we need. Since more people will have access to the water system, it will be important to resolve these issues as soon as possible."
AK Dept. of Transportation & Public Facilities	"The updated Trip Generation Memo provided by CBJ Planning the 19th of December [dated a day later, December 20, 2023] satisfies the Department's request for additional analysis and data citation for the use of Eaglecrest winter operations as a basis for projecting future summer operations within the given Memo. Though the projections in the Memo fall short of the threshold set in 17 AAC 10.060 for further analysis through a complete traffic impact analysis, should the actual peak hour trips generated by future development exceed the maximum projected peak hour traffic within the given Memo, the Department will require a traffic impact analysis to be conducted. Additionally, under 17 AAC 10.060, should the traffic generated detract from the safety of the highway, the applicant must perform a traffic impact analysis that meets the requirements of 17 AAC 10.070."

Agency	Summary of Comments
AK Dept. of Fish & Game	"Fish Creek and many of its tributaries provide habitat for resident Dolly Varden Char throughout the Eaglecrest area up to Cropley Lake. A permit is not required for constructing a bridge over resident fish streams; however, should a culvert be considered at the proposed location or need arise for a culvert at other locations, a Fish Habitat Permit may be required, and we would work directly with Eaglecrest in permitting. We also recommend storing food and waste in bear-proof containers throughout construction and into operation of the proposed Summit House and Cropley picnic area. Thank you for the opportunity to review and comment."
AK Dept. of Natural Resources	"Eaglecrest / Dave Scanlan should continue to work with the Department of Natural Resources to obtain an authorization(s) for any use of state land regarding this project. Any planned construction or improvements to be placed on state land will go through the State's decision-making process and its own agency and public comment period. Thank you for the opportunity to review this application."
U.S. Army Corps of Engineers	No comments provided.
U.S. Fish & Wildlife Service	No comments provided.
U.S. Forest Service	No comments provided.

PUBLIC COMMENTS

CDD conducted a public comment period between June 27, 2023 and July 17, 2023 for the originally scheduled Commission meeting, and from January 17, 2024 and February 23, 2024 for the February 27, 2024 Commission meeting. Public notice was mailed to property owners within 500-feet of the proposed development during both timeframes (Attachment J).
Due to ESA's community-wide interest, location, and few neighboring properties, Public Service Announcements were published through CBJ's Public Information Office on June 28, 2023, and February 9, 2024 (Attachment K).

A public notice sign was posted near the lower ESA parking lot, and another public notice sign was posted near the intersection of North Douglas Highway and Fish Creek Road, two weeks prior to both scheduled hearings (Attachment L).

One public comment was received at the time of writing this staff report and can be found in its' entirety in Attachment N.

Name	Summary
Edward and Kathy Hansen	Traffic and safety concerns, especially of speed limits and rules of the road.

CONFORMITY WITH ADOPTED PLANS

The CBJ 2013 Comprehensive Plan maps ESA as a Resource Development (RD) Area: *"Land to be managed primarily to identify and conserve natural resources until specific land uses are identified and developed. The area outside the study area of this Comprehensive Plan is considered to be designated Resource Development. As resources are identified or extracted from these lands, they should be re-designated and rezoned appropriately."*

In addition, Fish Creek runs through the middle of the ski area and is designated as a Stream Protection Corridor (SC), as described in the Habitat – Fish Creek section of this report on page 15. According to the Comprehensive Plan, these lands should be zoned to prevent residential, commercial, and industrial development, as well as resource extraction activities. The CBJ should retain ownership of these lands.

PLAN	Chapter	Page No.	Item	Summary
2013 Comprehensive Plan	5 – Economic Development	53	Policy 5.6	*TO ENCOURAGE TOURISM, CONVENTION AND OTHER VISITOR-RELATED ACTIVITIES THROUGH THE DEVELOPMENT OF APPROPRIATE FACILITIES AND SERVICES, WHILE PROTECTING JUNEAU'S NATURAL, CULTURAL AND ECONOMIC ATTRACTIONS FOR LOCAL RESIDENTS AND VISITORS ALIKE, AND TO PARTICIPATE IN THE ACCOMMODATION OF THE FUTURE GROWTH OF TOURISM IN A MANNER THAT ADDRESSES BOTH COMMUNITY AND INDUSTRY CONCERNS.*
	5 – Economic Development	53	5.6 – SOP4	*Develop Eaglecrest as a year-round local and regional recreation and tourist facility.*
	9 – Parks, Recreation, Trails, and Natural Area Resources	124	Policy 9.1	*TO PROVIDE QUALITY DISPERSED OUTDOOR RECREATIONAL OPPORTUNITIES AND TO ACQUIRE AND DEVELOP SUFFICIENT LOCAL PARKS AND RECREATIONAL FACILITIES IN LOCATIONS CONVENIENT TO ALL AREAS OF THE CBJ. PLACES GIVEN PRIORITY FOR NEW FACILITIES INCLUDE RAPIDLY DEVELOPING AREAS AND CURRENTLY DEVELOPED AREAS THAT LACK ADEQUATE PARKS AND RECREATION FACILITIES.*
	9 – Parks, Recreation, Trails, and Natural Area Resources	126	9.1 – IA24	*Encourage development of additional facilities at, and provision of electric energy from the CBJ's existing electrical grid to the Eaglecrest ski area.*
	11 – Land Use Maps	193	Subarea 8 Guidelines and Considerations	*11. As much as is practical and efficient, coordinate recreational and maintenance activities and shared use of facilities and equipment and coordinate management activities with the Eaglecrest Facility and programs. Many of the facilities at Eaglecrest can serve both skiers and non-skiers and both winter and off-season recreational activities and events. Shared use and year-round use of*

PLAN	Chapter	Page No.	Item	Summary
				the Eaglecrest facilities and lands should be encouraged and facilitated.
2012 Eaglecrest Ski Area Master Plan	IV.	47	Goals & Objectives	• *Identifying opportunities to expand summer recreation activities and facilities; and* • *Enhance summer revenue generation.*
2015 Economic Development Plan	5 – Action Plan for Juneau's Economy	66	Attract and Prepare the Next Generation Workforce: Objectives and Actions	*Action 4-B: Actively support amenities that attract and retain Juneau's workforce, including recreational, arts, and cultural amenities, such as Eaglecrest, the ice rink, swimming pools, libraries, museums, and outdoor recreation area.*

The proposed gondola, Summit House lodge, and other amenities are in general conformity with the 2013 Comprehensive Plan, the 2015 Economic Development Plan, and the 2012 Eaglecrest Ski Area Master Plan.

FINDINGS

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

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

Analysis: No further analysis needed.

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

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

Analysis: The application is for an Aerial Conveyance and Appurtenant Facilities (gondola), a Resort Lodge (Summit House), and other amenities. The uses are listed at CBJ 49.25.300, Sections 6.270 and 21.100, for the Rural Reserve (RR) zoning district.

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

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

Analysis: No additional analysis required.

Finding: Yes. With the recommended conditions, the requested gondola, Summit House lodge, and other amenities, will comply with Title 49, including project design, access, traffic, parking, noise, vegetative cover, drainage, and snow storage.

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

Analysis: No additional analysis required.

Finding: No. There is no evidence to suggest that with appropriate conditions, the requested gondola, Summit House lodge, and other amenities, in a Rural Reserve (RR) zoning district, will materially endanger the public health or safety.

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

Analysis: No additional analysis required.

Finding: No. There is no evidence to suggest that with appropriate conditions, the requested gondola, Summit House lodge, and other amenities, in a Rural Reserve (RR) zoning district, will substantially decrease the value or be out of harmony with the property in the neighboring area.

6. ***Will the proposed development be in general conformity with the Land Use Plan, Thoroughfare Plan, or other officially adopted plans?***

Analysis: No additional analysis required.

Finding: Yes. The proposed gondola, Summit House lodge, and other amenities, with the recommended conditions, will be in general conformity with the 2013 Comprehensive Plan, the 2015 Economic Development Plan, and the 2012 Eaglecrest Ski Area Master Plan.

RECOMMENDATION

Staff recommends the Planning Commission adopt the Director's analysis and findings and APPROVE the requested Conditional Use Permit. The permit would allow the development of a gondola, Summit House lodge, and other amenities in a Rural Reserve (RR) Zone. Approval is subject to the following conditions:

1. **The minimum required setback from the southern CBJ parcel boundary for the Summit House lodge structure is 25-feet.**
2. **The maximum allowed height is 45 feet.**
3. **Expand the Lower Nordic Trail parking lot by a minimum of thirty (30) off-street parking spaces.**
4. **All exterior lighting fixtures shall be of a "full cutoff" design.**
5. **Prior to issuance of a Temporary Certificate of Occupancy, ESA shall ensure that all drainage, storm water, and stabilization improvements related to specific features and facilities are completed and functioning.**
6. **ESA shall minimize disturbance to the natural course of streams and drainage ways. Where disturbance is unavoidable, ESA will protect adjacent areas from contamination from storm water runoff and provide a drainage system or structures that will minimize the possibility of sedimentation and soil erosion on-site and downstream and maintain or enhance the general stream characteristics of the stream and its receiving waters.**

STAFF REPORT ATTACHMENTS

Item	Description
Attachment A	Application Packet
Attachment B	2019 Public Meetings List and Public Survey Results
Attachment C	Ordinance 2021-08(b)(am)(Z)(am) Gondola Purchase
Attachment D	Ordinance 2021-08(b)(am)(AP) Gondola Purchase
Attachment E	Ordinance 2022-06(b)(AD) Gondola Purchase
Attachment F	Ordinance 2022-63 Revenue Sharing Agreement with Goldbelt, Inc. (repealed)
Attachment G	Ordinance 2023-08 Revenue Sharing Agreement with Goldbelt, Inc.
Attachment H	Trip Generation Memo dated December 20, 2023
Attachment I	Trip Generation Memo dated January 10, 2024
Attachment J	Public Notices
Attachment K	Public Service Announcements
Attachment L	Public Notice Sign Photos
Attachment M	Agency Comments
Attachment N	Public Comments

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

DEVELOPMENT PERMIT APPLICATION

NOTE: Development Permit Application forms must accompany all other Community Development Department land use applications. This form and all documents associated with it are public record once submitted.

To be completed by Applicant

PROPERTY LOCATION

Physical Address: Eaglecrest Ski Area, 3000 Fish Creek Road, Juneau, Alaska

Legal Description(s) (Subdivision, Survey, Block, Tract, Lot): SECTION 31 T 41 S R 67 E CRM

Parcel Number(s): 3D1021000010

☐ This property is located in the downtown historic district
☐ This property is located in a mapped hazard area, if so, which _____

LANDOWNER/ LESSEE

Property Owner: CBJ
Contact Person: Dave Scanlan
Mailing Address: 155 South Seward Street, Juneau AK 99801
Phone Number(s): 907.790.2000
E-mail Address: Dave.Scanlan@eaglecrest.com

LANDOWNER/ LESSEE CONSENT

Required for Planning Permits, not needed on Building/ Engineering Permits.

Consent is required of all landowners/ lessees. If submitted with the application, alternative written approval may be sufficient. Written approval must include the property location, landowner/ lessee's printed name, signature, and the applicant's name.

I am (we are) the owner(s)or lessee(s) of the property subject to this application and I (we) consent as follows:

A. This application for a land use or activity review for development on my (our) property is made with my complete understanding and permission.
B. I (we) grant permission for the City and Borough of Juneau officials/employees to inspect my property as needed for purposes of this application.

Dave Scalan — Eaglecrest General Manager
Landowner/Lessee (Printed Name) — **Title (e.g.: Landowner, Lessee)**

x Dave Scanlan — Digitally signed by Dave Scanlan Date: 2023.06.05 08:36:39 -08'00' — 6.5.23
Landowner/Lessee (Signature) — **Date**

_____ — _____
Landowner/Lessee (Printed Name) — **Title (e.g.: Landowner, Lessee)**

x _____ — _____
Landowner/Lessee (Signature) — **Date**

NOTICE: The City and Borough of Juneau staff may need access to the subject property during regular business hours. We will make every effort to contact you in advance, but may need to access the property in your absence and in accordance with the consent above. Also, members of the Planning Commission may visit the property before a scheduled public hearing date.

APPLICANT — If same as LANDOWNER, write "SAME"

Applicant (Printed Name): Dave Scanlan
Contact Person:
Mailing Address: CBJ, 155 South Seward Street, Juneau Ak 99801
Phone Number(s): 907.790.2000
E-mail Address: Dave.Scanlan@eaglecrest.com

x Dave Scanlan — Digitally signed by Dave Scanlan Date: 2023.06.05 08:38:02 -08'00' — 6.5.2023
Applicant's Signature — **Date of Application**

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

Intake Initials: JLS

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Case Number: USE23-009
Date Received: 6-6-23

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

ALLOWABLE/CONDITIONAL USE PERMIT APPLICATION

See reverse side for more information regarding the permitting process and the materials required for a complete application.

NOTE: Must be accompanied by a DEVELOPMENT PERMIT APPLICATION form.

To be completed by Applicant

PROJECT SUMMARY

Construct a gondola and summit house at Eaglecrest ski Area. Work includes construction of associated utilities, access roads and multiuse recreational trails, borrow sites, recreational structures and facilities.

TYPE OF ALLOWABLE OR CONDITIONAL USE PERMIT REQUESTED

Accessory Apartment – Accessory Apartment Application (AAP)

X Use Listed in 49.25.300 – Table of Permissible Uses (USE)

Table of Permissible Uses Category: 21.100 Lodge or Resort / 6.270 Ariel Conveyance

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

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

SITE AND BUILDING SPECIFICS

Total Area of Lot 13,777 acres square feet Total Area of Existing Structure(s) see attached square feet

Total Area of Proposed Structure(s) see attached square feet

EXTERNAL LIGHTING

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

ALL REQUIRED DOCUMENTS ATTACHED

Narrative including:

X Current use of land or building(s)

X Description of project, project site, circulation, traffic etc.

X Proposed use of land or building(s)

X How the proposed use complies with the Comprehensive Plan

If this is a modification or extension include:

Notice of Decision and case number

Justification for the modification or extension

Application submitted at least 30 days before expiration date

Plans including:

X Site plan

X Floor plan(s)

X Elevation view of existing and proposed buildings

X Proposed vegetative cover

X Existing and proposed parking areas and proposed traffic circulation

X Existing physical features of the site (e.g.: drainage, habitat, and hazard areas)

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

ALLOWABLE/CONDITIONAL USE FEES

	Fees	Check No.	Receipt	Date
Application Fees	$500.00			
Admin. of Guarantee	$—			
Adjustment	$—			
Pub. Not. Sign Fee	$50.00			
Pub. Not. Sign Deposit	$100.00			
Total Fee	$650.00			

This form and all documents associated with it are public record once submitted.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Case Number	Date Received
USE23-009	6-7-22

Eaglecrest Gondola and Summit House Project Narrative

Introduction:
Eaglecrest Ski Area is located in the middle of Douglas Island at the end of Fish Creek road. Eaglecrest Ski Area has a long history of serving the winter recreation needs of the community since the opening in 1977. Current visitation during the winter season ranges from 30,000 to 60,000 annual visits over the course of a typical 94-day winter operating season. This translates to 320 to 640 average daily visitors. Current peak visitation during the winter season will reach 1500 visitors in a single day. Parking capacity is designed to hold 700 vehicles in addition to our bus drop off zone.

Eaglecrest has two primary day use lodges – Porcupine and Fish Creek – which house administrative offices, equipment rental shop, equipment repair shop, retail shop, restrooms, and general seating areas. The ski area has a potable water treatment system authorized under Public Water System ID# AK2110643. The wastewater needs are accommodated by an in-ground septic system. The water and wastewater systems have a design capacity for 1500 daily visitors.

The ski area and its existing infrastructure currently sits virtually idle for 7 months out of the year. The proposed Gondola and Summit House project is intended to change this by enabling Eaglecrest to cater to summer visitors as well as winter snow sports enthusiasts. The target summer visitation once the operation has matured is to serve a total of 80,000 to 100,000 total visitors over a 140-day summer operating season. This translates to 571 to 714 average daily visitors, which is consistent with our current average winter usage. It is anticipated that 95% of the proposed summer visitors will arrive at Eaglecrest on tour buses from the cruise boat docks. This translates to between 13 and 16 round trip bus trips per day between Eaglecrest and downtown Juneau.

All the Eaglecrest core infrastructure – parking, transportation, water, and wastewater – is designed to handle far greater daily capacities than the visitation numbers expected as a result of the proposed Gondola summer adventure experiences.

History of Planning and Summer Operations
Overtime, the ski area has made various efforts to expand into summer operations, most famously in the mid-1980s with the installation of fiberglass bubbles on the Ptarmigan chair combined with a ridgetop hiking trail network. Eaglecrest began working with summer concessionaires again in 2006 with the construction of their Zipline Canopy Tour. During the summer season of 2023 Eaglecrest will be working with four different summer tour operators providing a wide array of outdoor experiences.

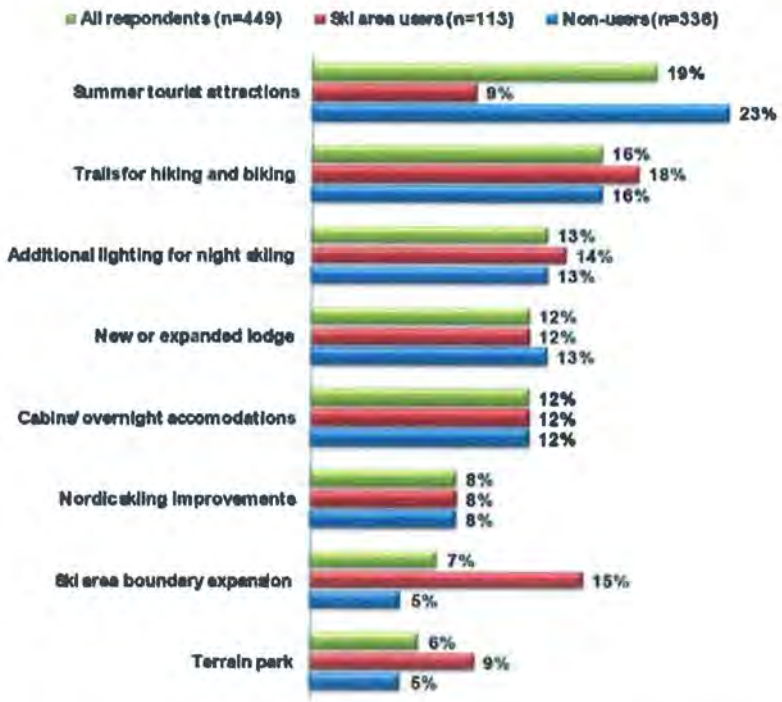
During the Eaglecrest Board 2008 Strategic Planning Process, the Board developed the following Mission and Vision Statements

Mission: Eaglecrest Ski Area is a community-owned winter recreation area and a year-round destination for outdoor recreation and education, providing a wide range of affordable non-motorized winter and summer outdoor recreational activities.

Vision: By 2010, Eaglecrest Ski Area will be a broadly supported, year-round recreation center with appropriate infrastructure for both public and commercial use.

In 2012 Eaglecrest contracted with the SE Group, North America's premier ski area master planning firm, to update the Ski Area Master Plan. The SE Group subcontracted with the McDowell Group and performed extensive public research through telephone and online surveys. This survey research included a random sample telephone survey of Juneau residents. The telephone survey was conducted from September 30, 2011, to October 4, 2011, and included a sample size of 449 adults. The survey is statistically representative of the overall Juneau adult population, with a maximum margin of error of ± 4.5% at the 95% confidence level.

Chart 2:
Eaglecrest Development Options – Ranked as Most Important



The two charts shown here reflect the top choices from the community for development options ranked as Most Important and Very Important. From a total response of 449 participants, 67% ranked development of trails for hiking and biking as desired development activities. Summer tourist attractions closely followed in second place with a total combined score of 64%.

Eaglecrest Ski Area began planning the expansion of operations into the summer months in the fall of 2018, contracting with Gravity Logic to conduct a comprehensive analysis and design a trail system layout for exclusive use by gravity powered mountain bikes. By the spring of 2019, the Eaglecrest Board and General Manager expanded their planning to design a full suite of summer outdoor recreation activities that would include these mountain bike trails. Official public outreach began on July 1, 2019, when Eaglecrest presented their plans to the CBJ Public Works and Facilities Committee and the North Douglas Neighborhood Association. Multiple additional public outreach meetings occurred throughout the summer of 2019. On October 14, 2019, CBJ Mayor Weldon create the Eaglecrest Summer Operations Task Force to help advance the concept.

Eaglecrest Summer Operations Task Force Purpose

The purpose of the task force was to research and explore potential business models for the development of Eaglecrest for summer tourism growth. The goal was to better understand the range of business models, costs, and potential revenues from possible summer operations investments.

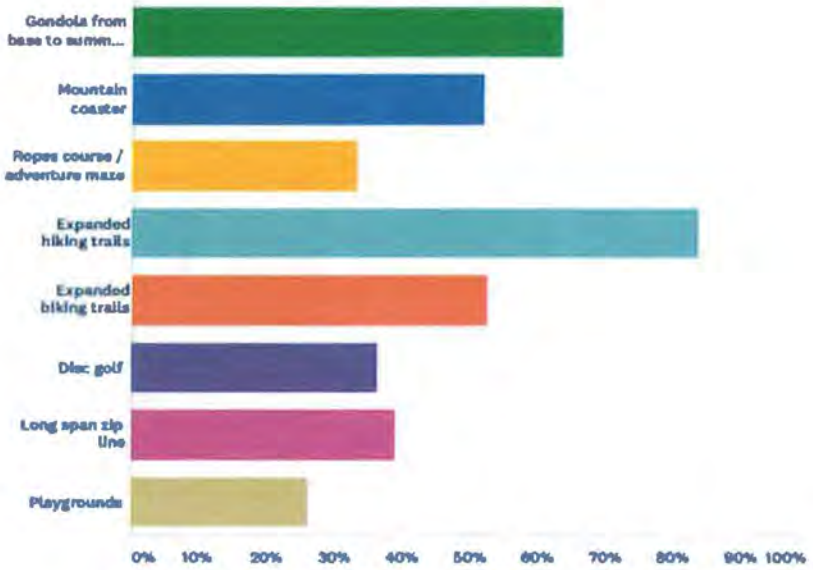
The Summer Operations Task Force met seven times between December of 2019 and March of 2022. In total, the Eaglecrest Board of Directors and General Manager hosted 40 public meetings where Summer Operations or the Gondola topic was discussed. Eaglecrest also solicited opinions on desired activities via a public survey hosted on the Eaglecrest Website. A specific Summer Operations web page was also launched in 2019 where planning documents and financial

projections were posted for the public to view. Shortly before the Assembly took public comment on the ordinance to approve the purchase of the Gondola, the Eaglecrest General Manager hosted a public webinar that included an extensive questions and answer session. Below you will see the traffic spike to the website and statistics from participation in this webinar. We were able to estimate that between 150 and 200 people attended the live webinar. This is very high attendance for CBJ Capital Project Public Meetings.

Eaglecrest 2020 Survey:

Q5 What summer activities would you explore if offered at Eaglecrest?

Answered: 147 Skipped 0

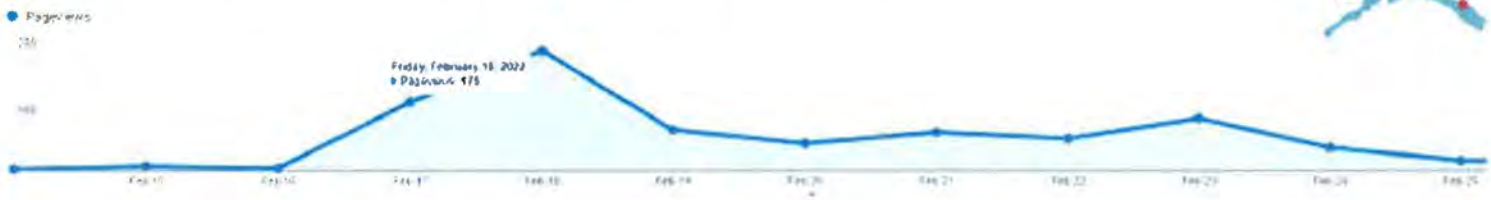


ANSWER CHOICES	RESPONSES	
Gondola from base to summit (Pittman's Ridge)	63.27%	93
Mountain coaster	51.70%	76
Ropes course / adventure maze	33.33%	49
Expanded hiking trails	83.67%	123
Expanded biking trails	52.38%	77
Disc golf	36.05%	53
Long span zip line	38.78%	57
Playgrounds	25.85%	38

Total Respondents: 147

Eaglecrest Gondola Webinar and Information Webpage activity:

EAGLECREST SUMMER DEVELOPMENT PAGE - RECENT ACTIVITY



Page	Pageviews	Unique Pageviews	Avg. Time on Page	Entrances	Bounce Rate	% Exit
	621	559	00:03:51	328	76.83%	72.95%
1. /summer	621	559	00:03:51	328	76.83%	72.95%

WEBINAR RECORDING - VIEWS

Pulse Gondola Webinar + Q&A | 2.23.22

201 views • Feb 25, 2022 • Dave Scanlan presents the case for the

WEBINAR - LIVE VIEWS

During the public webinar + Q&A session, we noticed a peak attendance of 138 participants on zoom; some people left early and others joined the meeting late. While we do not have an exact number, we estimate that between 150-200 Juneau residents tuned in live for at least part of the webinar.

Long Term Financial Sustainability of Eaglecrest:

The primary reason that Eaglecrest has pursued expansion of operations into the summer season is to ensure the long-term viability of the ski area. Eaglecrest is structured as a Special Revenue fund through CBJ, which means that the Ski Area is not intended to turn a profit year over year and will rely on CBJ General Funds. Thanks to CBJ Assembly investment in improving Eaglecrest's snowmaking infrastructure, Eaglecrest has been able to grow usage patterns and revenue even in the face of erratic weather that has historically had a very negative impact on annual revenue.

Even though Eaglecrest has grown revenue, they have also had to grow the annual CBJ General Fund support to be able to keep up with the increasing fixed costs of ski area operations, record high inflation on goods and services, and dramatic increases to labor costs.

Despite recent increases to base wage rates, Eaglecrest continues to pay below ski industry norms for most positions and expects to continue to see increases in labor expense to retain and recruit skilled staff necessary to operate the area. Eaglecrest is now in its 46th year of operations and as such, the physical plant will need major capital investment over the next 10 years to update the aging primary ski lifts. In collaboration with the City Manager and Finance Director, we have not been able to find a capital plan that would fund the needed $10 to $15 million dollars needed for ski lift upgrades without creating new revenue.

Purchase of Pulse Gondola from Austria:

After the onset of the COVID 19 Pandemic, the Eaglecrest Board instructed the General Manager to continue efforts to move forward with finding capital partners and begin the shift into year round mountain operations. In November of 2021, the Eaglecrest Manager was contacted by a sales associate from Steel Head Systems and notified of a high-quality fixed grip gondola that was going to be decommissioned and sold in May of 2022. In December, the Eaglecrest Manager began working with Assembly Member Bryson on a funding package to purchase the gondola, provide for its transportation from Austria to Juneau and perform preliminary engineering for installation at Eaglecrest. Ordinance 2021-08(b)(am)(z) funding the purchase of the gondola was introduced at the February 7, 2022, Assembly meeting. The Assembly received public testimony at the February 28, 2022, meeting, and subsequently approved the ordinance funding the purchase of the gondola.

Shortly after the Assembly approved the purchase of the gondola, Goldbelt Inc., Juneau's urban Native Alaska Corporation, contacted the Eaglecrest Manager and expressed interest in being a capital partner to install the gondola and construct the Summit House and trail system. Over the course of the last year, the Eaglecrest Manager has worked the CBJ City Manager, CBJ Legal Counsel, and the Goldbelt Executive Team and their Legal Counsel to enter into a Revenue Sharing Agreement in exchange for $10 Million dollars in development capital. It is expected that this process will be completed in its entirety, including an appropriation of $10M in spending authority, by June 9, 2023.

Consistency with the CBJ Comprehensive Plan:

Eaglecrest's Gondola and Summit House installation and expansion into Summer Operations is supported within many sections of the CBJ Comprehensive Plan. Sourcing funding for infrastructure improvements through public private partnerships is mentioned multiple times. Below are some examples of the sections of the Comprehensive plan where you will find this

support for Eaglecrest's expansion into summer operations and attracting additional capital through public private partnerships (*emphasis added*).

Chapter 5: Tourism and Visitors – Winter Tourism

Juneau has potential to develop as a winter tourism destination, with attractions such as winter scuba diving and more traditional winter sports attracting increasing numbers of visitors. *Efforts to promote Eaglecrest as a year-round outdoor recreation destination in Juneau and the surrounding region should continue*. Improvements have been made to upgrade the lodge building, the parking area, chair lifts and the ski trails, all of which have increased Eaglecrest's appeal as a winter destination. *Private-public partnerships have been developed recently - and should continue to be cultivated - to provide summer season activities to extend enjoyment of the area year round.*

Chapter 5: Policy 5.6 and SOP 4

- TO ENCOURAGE TOURISM, CONVENTION AND OTHER VISITOR-RELATED ACTIVITIES THROUGH THE DEVELOPMENT OF APPROPRIATE FACILITIES AND SERVICES, WHILE PROTECTING JUNEAU'S NATURAL, CULTURAL AND ECONOMIC ATTRACTIONS FOR LOCAL RESIDENTS AND VISITORS ALIKE, AND TO PARTICIPATE IN THE ACCOMMODATION OF THE FUTURE GROWTH OF TOURISM IN A MANNER THAT ADDRESSES BOTH COMMUNITY AND INDUSTRY CONCERNS.
- *5.6 - SOP4 Develop Eaglecrest as a year-round local and regional recreation and tourist facility*

Chapter 8: Transportation: North Douglas

Over the years, North Douglas Highway has experienced increased traffic from recreational users of North Douglas lands, shorelines and waters, in addition to increased resident traffic. Increased traffic is dangerous for pedestrians, joggers, bicyclists and students awaiting school bus service. The boat launch on the north shore of Douglas Island offers many recreational enthusiasts and visitors a world class, spectacular view scape of the Mendenhall Glacier and access to world class fishing. *Eaglecrest is working to be a year-round outdoor recreation destination*. In the years ahead, additional traffic associated with a North Douglas bridge connecting the West Douglas New Growth Area to the mainland may have impacts to the North Douglas Highway traffic capacity and safety, depending on the timing and intensity of development in West Douglas, the location and design of the bridge or crossing landing, and the location and type of roadway(s) leading to and from West Douglas. [Please also refer to Chapter 11, Subarea 9 North Douglas Highway and channel crossing discussions.]

Chapter 9: Parks, Recreation, Trails and Natural Area Resources: Opening Narrative

The Eaglecrest ski area, located on Douglas Island, is an important winter recreational resource to many Juneau families. *The management of the facility is seeking ways to provide year-round recreational activities for residents and visitors to make more efficient use of its resources.*

The Capital Improvement Program Six-Year Plan includes a prioritized listing of Parks and Recreation, Eaglecrest, and Centennial Hall projects. Funding is provided primarily through the CBJ budget, with occasional state funding through the legislative process. Other sources of funding should continue to be pursued.

Chapter 9: Policy 9.1 and Implementing Action 24: Policy 9.1

TO PROVIDE QUALITY DISPERSED OUTDOOR RECREATIONAL OPPORTUNITIES AND TO ACQUIRE AND DEVELOP SUFFICIENT LOCAL PARKS AND RECREATIONAL FACILITIES IN LOCATIONS CONVENIENT TO ALL AREAS OF THE CBJ. PLACES GIVEN PRIORITY FOR NEW FACILITIES INCLUDE RAPIDLY DEVELOPING AREAS AND CURRENTLY DEVELOPED AREAS THAT LACK ADEQUATE PARKS AND RECREATION FACILITIES.

9.1 - IA24 *Encourage development of additional facilities at, and provision of electric energy from the CBJ's existing electrical grid to the Eaglecrest ski area.*

Subarea 8: North and West Douglas Island: Guidelines for Subarea 8

11. As much as is practical and efficient, coordinate recreational and maintenance activities and shared use of facilities and equipment and coordinate management activities with the Eaglecrest Facility and programs. *Many of the facilities at Eaglecrest can serve both skiers and non-skiers and both winter and off-season recreational activities and events. Shared use and year-round use of the Eaglecrest facilities and lands should be encouraged and facilitated*.

Gondola Specifics:

Gondolas are a form of Aerial Conveyance typically found at ski areas and other tourist attractions. Per CBJ Title 49 land use code, with Eaglecrest being zoned Rural Reserve, Aerial Conveyance is allowed with a conditional use permit. Eaglecrest is home to Juneau's only ski area and currently has four aerial ropeway systems. The fixed Grip Pulsing Gondola that Eaglecrest will install has 12 enclosed cabins, each with a capacity of 15 passengers. The cabins will be configured into four pods of three cabins that will circulate on one fixed haul rope. The lift system, in this 4x3 configuration, will have a maximum capacity of 750 passengers per hour. The total ride time from bottom to top will take 7.5 minutes. There will be a midway station that will allow summer and winter passengers to load and unload mid-mountain. The pods will be arranged along the haul rope such that when the gondola stops all cabins will be at one of the three stations. The gondola will come to a complete stop for 45 seconds, allowing the passengers to load and unload.

The base station will be located adjacent to the Hooter Chair Lift base station at GPS coordinates 58°16'31.90"N - 134°30'52.52"W at an elevation of 1178 feet. The midway loading/unloading station will be located at GPS coordinates 58°15'57.99"N - 134°31'06.69"W at an elevation of 1734 feet. The top station will be located at GPS coordinates 58°15'25.22"N - 134°31'20.39"W at an elevation of 2710 feet. The gondola will have a horizontal length of 6,934 feet with a vertical gain of 1,588 feet. In addition to the base, mid and top stations, twenty-one vertical support towers will be required to support the gondola rope.

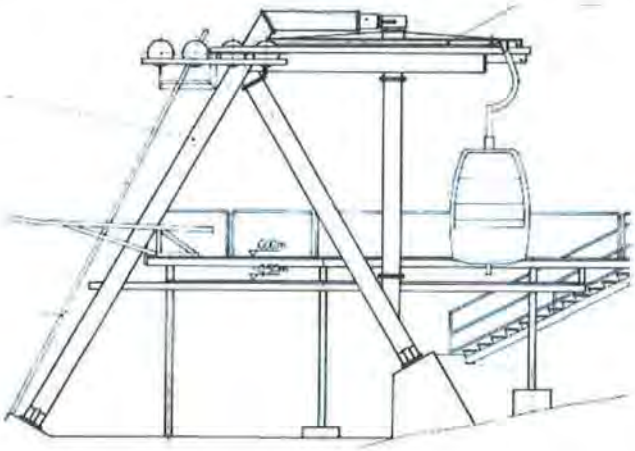
The gondola base station consists of a steel platform for queuing of loading and unloading passengers. The electric drive mechanism and hydraulic rope tensioning system are integral to the base station. The accompanying photo of the base station in Austria shows these features (see below). The Eaglecrest installation will have an operations building immediately adjacent to the loading platform to house the operator station and gondola electrical/controls systems.

A permanently mounted maintenance crane is integral to the base station and located at the end of the loading platform. The crane facilitates servicing and periodic repositioning of cabins along the haul rope. The base station's concrete foundations will be designed to support the addition of a roofed enclosure that could be installed at a future date, should operations dictate its need.

An all-new Midway Station will be constructed at the gondola's halfway point. Initially, the midway station will consist of an unroofed elevated steel grate platform for passenger loading and unloading, with a small operator shack to house the start/stop controls as well as control systems that will open and close the gondola cabin doors. The midway station's concrete

foundation will be designed to support the future addition of a steel roof structure to shelter the station from rain, snow, and ice. It is anticipated that construction of the midway station roof will occur sometime after the gondola is in operation, with timing dependent on budget constraints.

Like the base and midway stations, the summit station will also have steel platforms for passenger queuing during loading and unloading, and an adjacent operator's station. The summit terminal station will be fully enclosed by a steel framed structure that will be accented with tongue and groove wood paneling. This enclosure will be critical to the function of the Gondola as the summit station location is an area that is exposed to high winds and experiences regular rime icing events. The enclosure will protect critical machinery e.g., bullwheel and door opening mechanisms, and the three gondola cabins that will be parked at the summit terminal at nights, during storm events and during periods when the gondola is otherwise not operating. The wind protection that the enclosure will provide during operations will shelter the cabins as they dock, allowing the lift to run in higher winds than would be possible if the enclosure was not constructed. This structure will be designed to be built in two phases, with phase I being the construction of just the protective enclosure around the gondola terminal, and phase II being construction of the adjoining Summit House warming hut.



Temporary relocatable structure(s) will be employed at the top terminal for seasonal shelter for summer patrons in the event the Summit House construction is delayed a season.

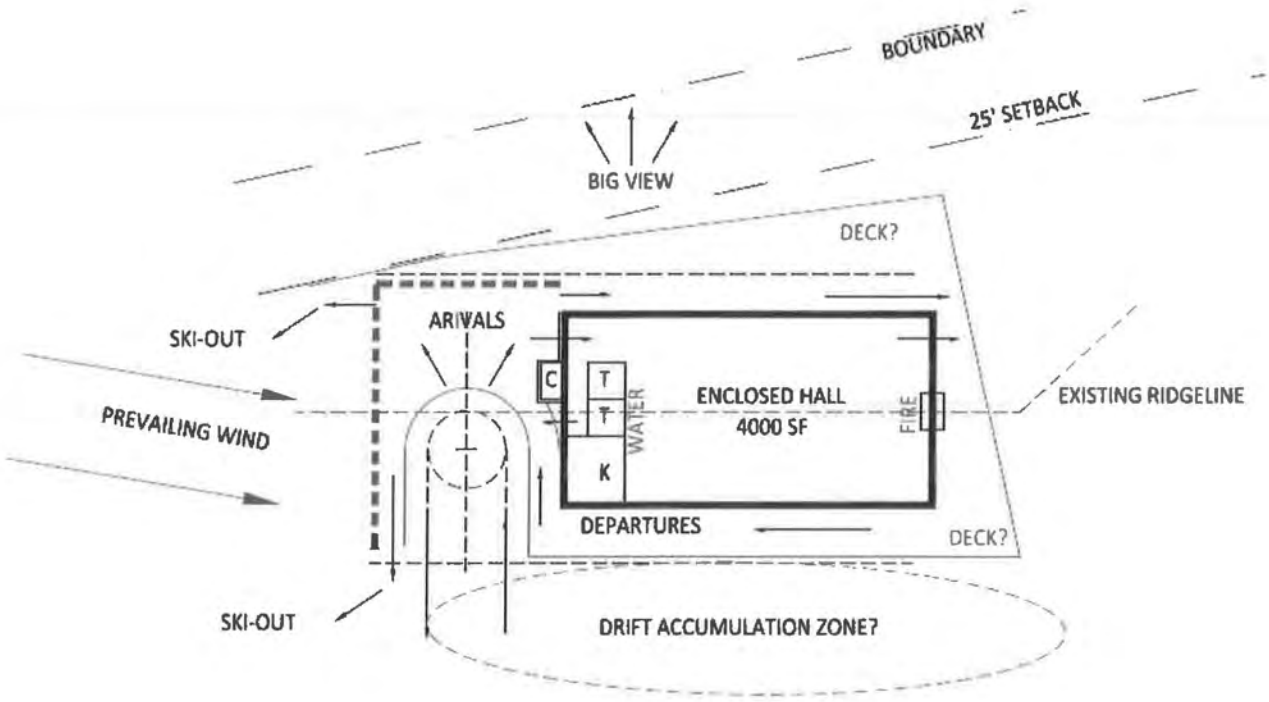
Summit House Warming Hut:

The Summit House will be utilized during both the summer and winter operating seasons. It will be integrated into the top terminal enclosure and be of similar construction – steel framed with wood paneling accents. The building will have 4,000 square feet of indoor space that will accommodate restrooms, banquet style food service area, small bar for beer and wine sales, and a large general seating area (the Great Room). All food preparation will be done in the Fish Creek Lodge's certified kitchen and transported to the Summit House in the Gondola cabins. Large decks on the South, West and North aspects of the building will allow guests to take in the panoramic mountain top views of Admiralty Island National Monument, Stephens Passage, Seymour Canal, Hogsback Mountain, Cropley Lake and Mt Ben Stuart. The entirety of the building will be constructed on Eaglecrest land, setback 25-ft from the property line between Eaglecrest and the neighboring State Land. The building will have a propane fueled fireplace to add ascthetic value to the great room and the exterior deck.

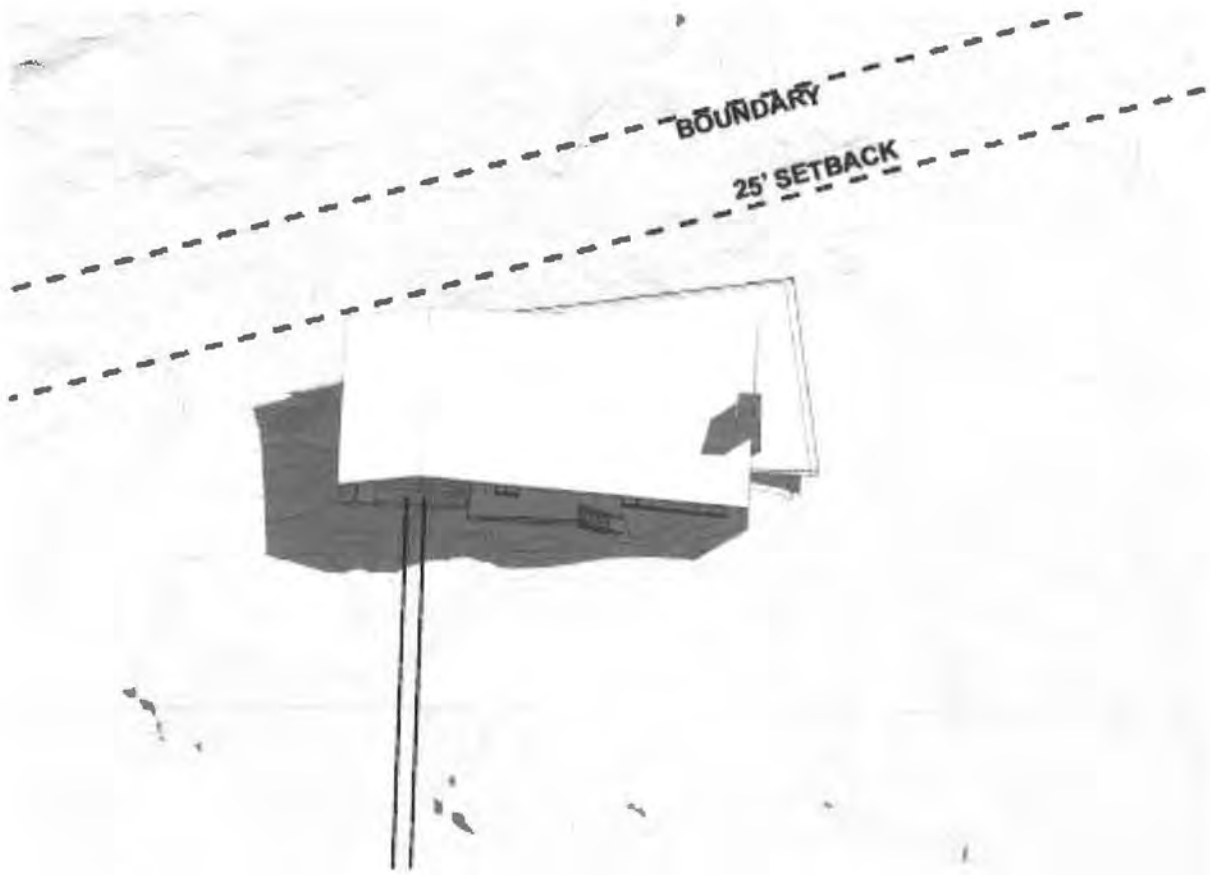
Water and wastewater systems for the summit house have yet to be designed. It is anticipated that a rainwater catchment and storage system will likely provide for all non-potable water needs of the building. A fire supression water storage tank and fire pump will be located in the utility room in the basement of the structure. Initally, potable water will be sourced from the Eaglecrest water treatment plant and transported to the summit house in approved containers loaded into the gondola cabins during the winter months or transported to the top via a transport vehicle during the summer months.

It is likely the toilet facilities will consist of high-end Clivus composting toilets similar to those found in the Eagles Nest, with all black water and solids composted or pumped off site. Grey water will likely be treated with an onsite drain field.

The building will ultimately be connected to AEL&P electricty, although a generator may be used initially.


BOUNDARY
25' SETBACK
BIG VIEW
DECK?
SKI-OUT
ARIVALS
C
T
T
WATER
ENCLOSED HALL
4000 SF
FIRE
EXISTING RIDGELINE
PREVAILING WIND
K
DEPARTURES
DECK?
SKI-OUT
DRIFT ACCUMULATION ZONE?

FLOOR PLAN


BOUNDARY
25' SETBACK

Picnic Pavillion at Cropley Lake:
A Timber Framed Post and Beam Picnic Pavillion wil be constructed at Cropley Lake. The structure will be primarily for summer use. The open structure will have a crushed gravel floor and a footprint of approximately 25 feet by 50 feet. This structure will have design elements similar to the picnic pavillions installed at Auke Recreation Area, Lena Cove and Auke Lake. The pavillion will have a large propane fueled fire pit where guests could roast S'mores while enjoying the views of Cropley Lake, Mt Ben Stuart and Hogsback Mountain. A concrete vault outhouse will be constructed adjacent to the pavillion site. A gravel road will be constructed from the gondola midway station to provide vehicular access to the site. The site will not have electrical service.

Construction Access Roads:
Three new primary access roads are required for the construction of the Gondola and Summit House. These roads will also provide postconstruction access for mountain activities and ongoing operations and maintenance.

Top Station Road –
A new 3,000-ft long, 16-ft wide access road will be constructed between the top of the Black Bear Chair (the end of the summer road) and the top terminal of the gondola. The route generally follows the skiers' winter hiking route from the top of Black Bear to the ridge above West Bowl, then follows the ridgetop westwards to the gondola termial site. The area is alpine in nature with exposed rock along the route. Rock blasting will be required in places to form the road bed. The majority of rock needed to construct this road is expected to be generated from road cuts along the route, including a significant rock cut at 58°15'26.14"N - 134°31'09.18"W. Additional rock will be sourced from the nearby established brorrow site at the top of the Williwaw ski trail at 58°15'39.05"N - 134°30'29.31"W. Blasting will also be required at this site.

Mid Mountain Road –
A new 2,600-ft long, 16-ft wide access road will be constructed between the end of the existing road at the top of Hooter Chair and the new gondola midway station. This road will continue on another 2,300-ft to the Cropley Lake Picnic Pavilion. Several shorter construction access tracks will spur off the mid-mountain road as needed for construction access to tower sites. The rock for the mid-mountain road will come from two on-mountain sources: an existing borrow source located at the bottom of the Inside Passage ski run (58°15'49.87"N - 134°30'09.05"W), and from a new borrow source to be developed adjacent to the new road (58°16'05.91"N - 134°30'54.00"W), a quarter mile in from the road's start near Hooter top terminal. The new borrow source will provide the bulk of the rock needed to build the mid-mountain road, the gondola tower construction access tracks, and for mid-mountain area trail construction. The rock required for site work at the midway station and picnic pavilion will also be sourced from this borrow site.

Lower Mountain Tower Access Road –
A new 2,500-ft long road will be constructed at the base of the ski area to provide construction and postconstruction maintenance access to gondola towers 3, 4 and 5. Rock to construct this

road will come from an established existing rock borrow source on Eaglecrest land adjacent to Fish Creek Road, a half-mile from the ski area parking lot (58°17'07.94"N - 134°31'51.07"W). Blasting will be required to produce rock at this site. Rock from this site will also be used for the expansion and hardening of the Lower Nordic Parking Lot located across the road from the rock source.

Additional hardened access trails will be contructed to other gondola tower sites to provide construction and maintenace access. These trails will be suitable for Eaglecrest's ATV and UTV maintenace vehicles.

Mountain Bike Trail Construction:
After gondola constuction is completed, many of the tower access trails and construction roads will be converted into Mountain Bike and hiking trails. In addition, new trail(s) will be constructed that will bisect the gondola line in as many locations as possible to provide a summer egress route if the gondola ever needs to be evacuated. This trail will require two bridge crossings over nonanadromous Upper Fish Creek that flows out from Cropley Lake. The trail will generally be 8 feet wide and be designed to accommodate ATV/UTV access for maintenace and operational purposes. Only non-motorized use of these trails will be allowed for our guests.

Snowtubing Park: There will be a snowtubing park constructed on the slope between the Gondola Midstation and Cropley Lake. The existing Eaglecrest handle tow tubing surface lift will be relocated to provide tube return transportation up the tubing slope. Eaglecrest snowmaking equipment will be utilized to produce large amounts of snow for the snowtubing and snowplay area at the Gondola Midstation. Later in the summer, turf material can be utilized for the tubing lane surface.

Future Phases of Recreation Activities:
Once the initial Gondola construction is complete, Eaglecrest anticipates expanding the mountain top visitor experience with the construction of an 1800-ft long pedestrian suspension bridge that will be integrated into the Summit House Top Station. This bridge will neccessitate a land use agreement with our neighboring State Land Parcel 8a25. If funding and land use aggreements eventuate, Eaglecrest will return to the Planning Commission with an application for a separate CUP for the brige and other recreation activities.

Construction Material Borrow Sites and Material Extraction:
Permission to develop new on-site construction material sources and extraction of materials from new and existing on-site borrow sites is requested as part of the Gondola and Summit House project's overall USE permit (this application) – A separate Sand and Gravel Extraction Permit is not sought.

Borrow site development and extraction activities when carried as part of a larger overall construction project are typically regulated by OSHA as construction activities, not commercial

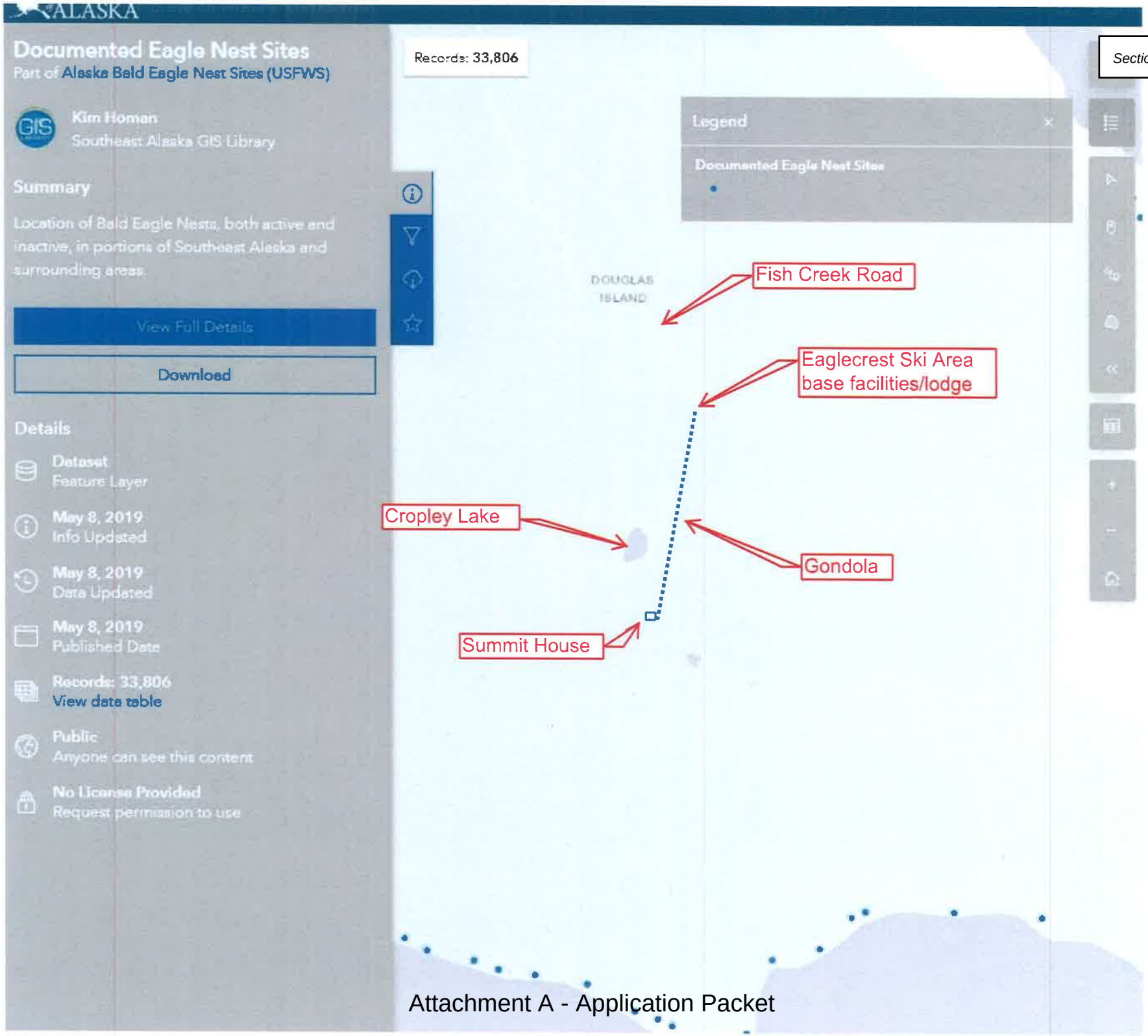
mining operations regulated by MSHA. The development and extraction activities at this project's numerous on-site material borrow sources is integral to the construction activities associated with the Gondola project e.g., the majority of the top terminal road is expected to be constructed using rock generated from cuts within the road "right-of-way"as well as excess rock produced by site work at ajacent terminal and tower sites. All rock produced at the project's proposed and existing borrow sites will be used exclusively for Eaglecrest development projects. Any rock produced in excess of immediate project requirements will remain stockpiled on site.

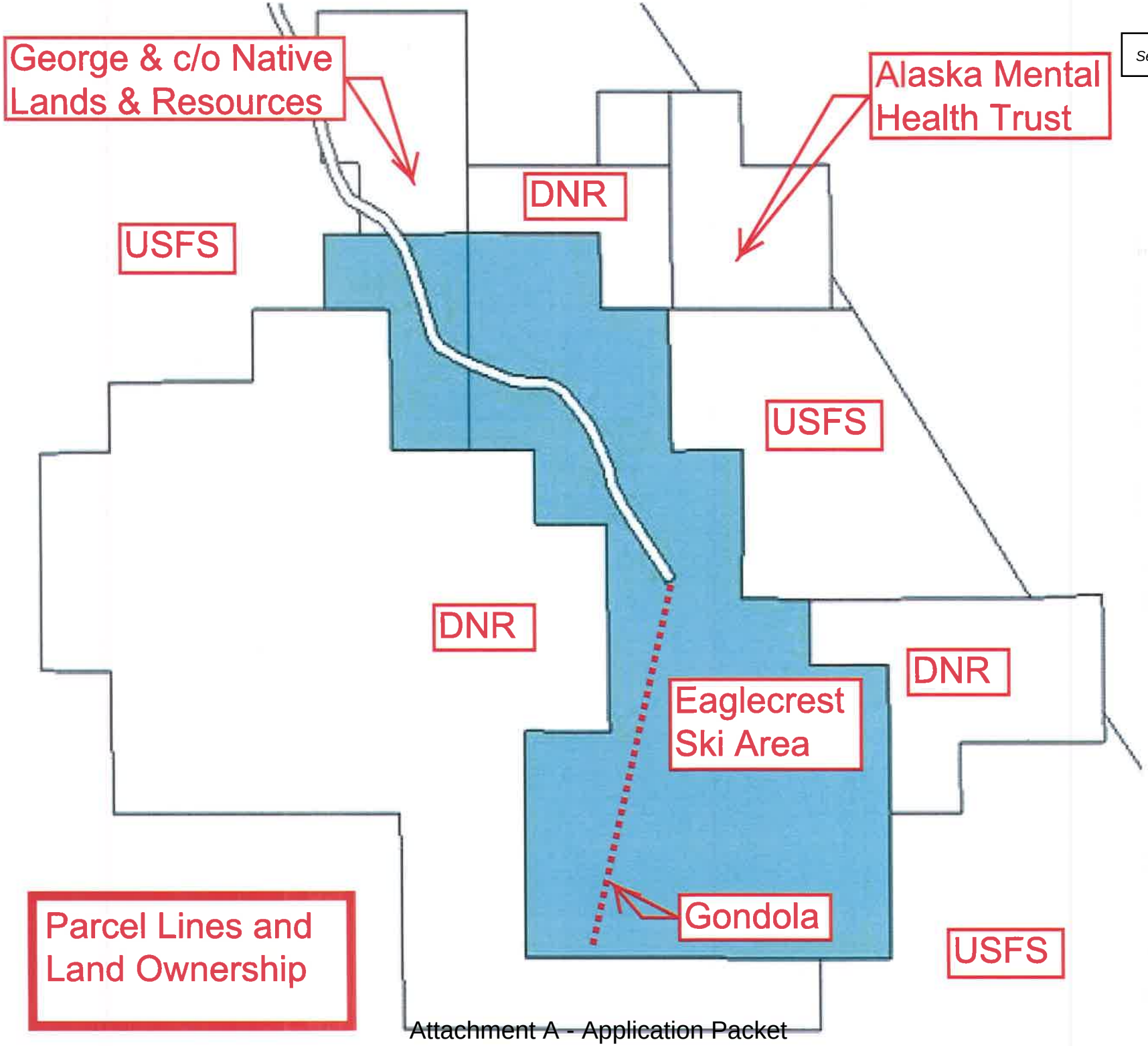
Blasting at the project's borrow sites will compy with the CBJ Engineering Department's Standard Specifications for Civil Engineering Projects and Subdivision Improvements SECTION 02090 - BLASTING CONTROLS. Past Eaglecrest projects involving rock blasting have been safely and successlully carried out under these standards.

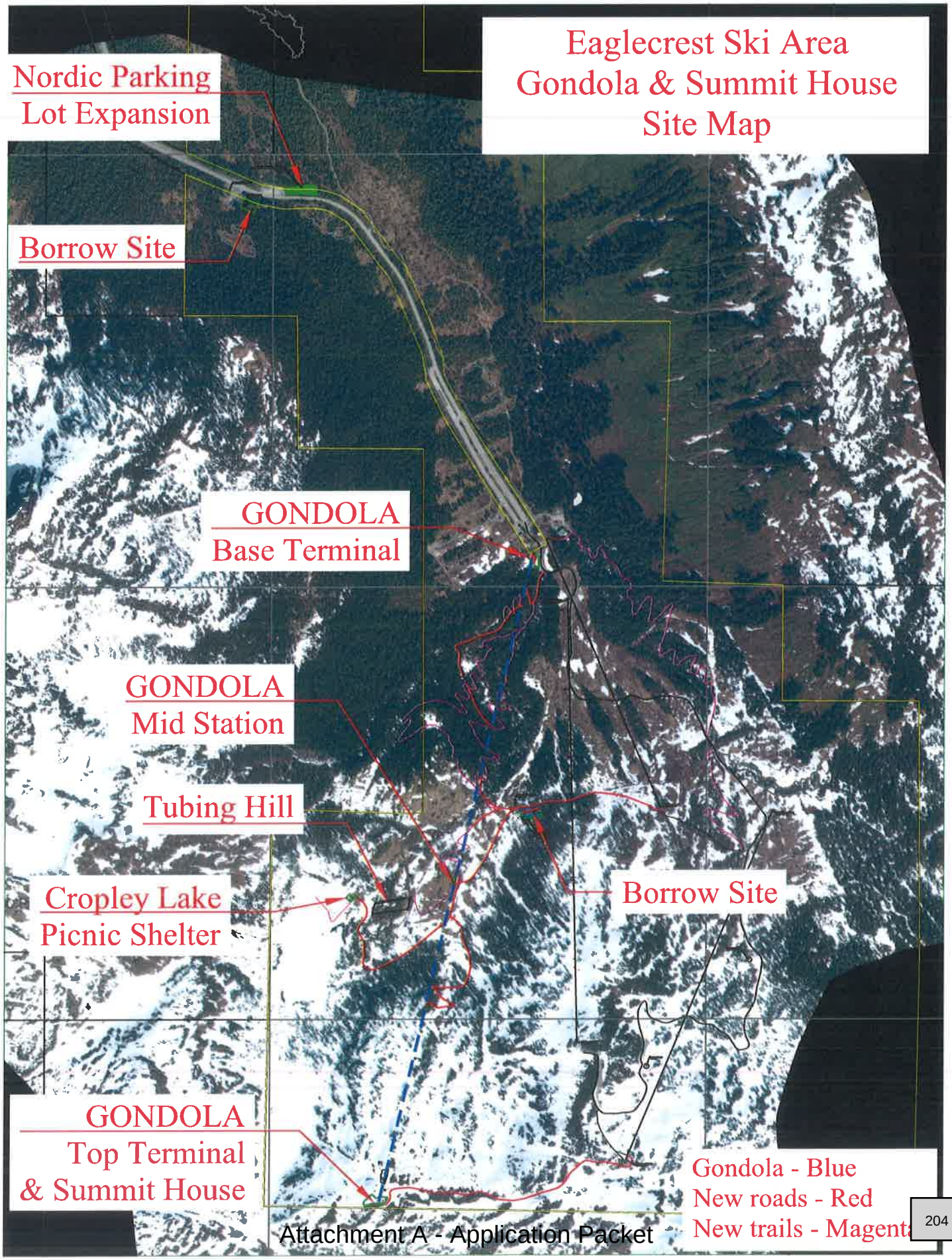
After extraction, material sites' steep slopes will be cleaned of unconsolidated material and typically backfilled with oversized rock and overburden before being regraded/shaped as needed for safe ski area operation prior to winter ski area operations.

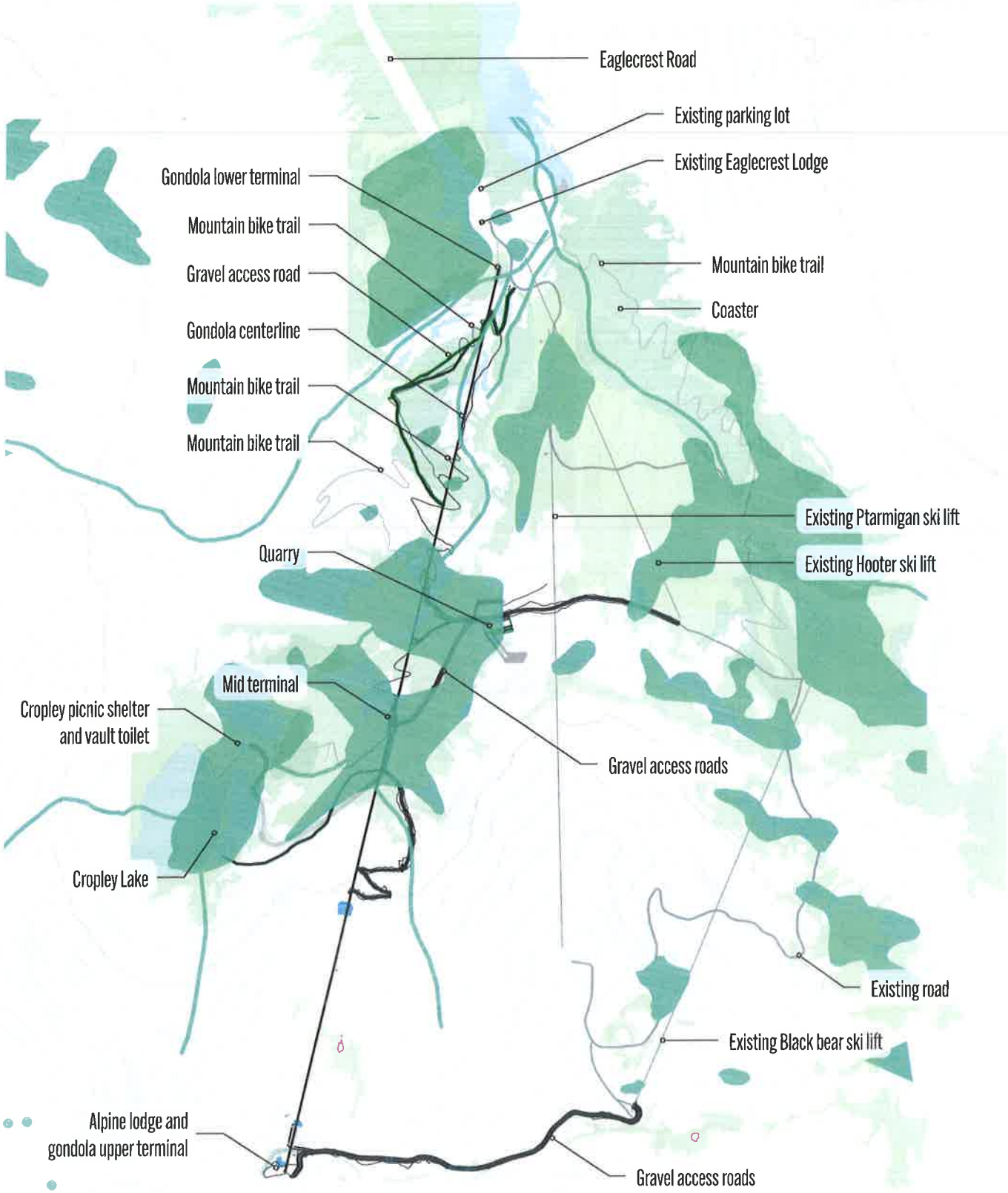
Project Maps:

- Eaglecrest Ski Area Gondola & Summit House Site Map
- Parcel Lines and Land Ownership
- Documented Eagle Nest Sites
- Eaglecrest Summer Recreation Development wetland maps – 10 Sheets


ALASKA
Documented Eagle Nest Sites
Part of Alaska Bald Eagle Nest Sites (USFWS)
Kim Homan
Southeast Alaska GIS Library
Summary
Location of Bald Eagle Nests, both active and inactive, in portions of Southeast Alaska and surrounding areas.
View Full Details
Download
Details
Dataset
Feature Layer
May 8, 2019
Info Updated
May 8, 2019
Data Updated
May 8, 2019
Published Date
Records: 33,806
View data table
Public
Anyone can see this content
No License Provided
Request permission to use
Records: 33,806
Legend
Documented Eagle Nest Sites
DOUGLAS ISLAND
Fish Creek Road
Eaglecrest Ski Area base facilities/lodge
Cropley Lake
Gondola
Summit House


George & c/o Native Lands & Resources
Alaska Mental Health Trust
DNR
USFS
USFS
DNR
DNR
Eaglecrest Ski Area
Gondola
USFS
Parcel Lines and Land Ownership


Eaglecrest Ski Area
Gondola & Summit House
Site Map
Nordic Parking
Lot Expansion
Borrow Site
GONDOLA
Base Terminal
GONDOLA
Mid Station
Tubing Hill
Cropley Lake
Picnic Shelter
Borrow Site
GONDOLA
Top Terminal
& Summit House
Gondola - Blue
New roads - Red
New trails - Magenta



LEGEND

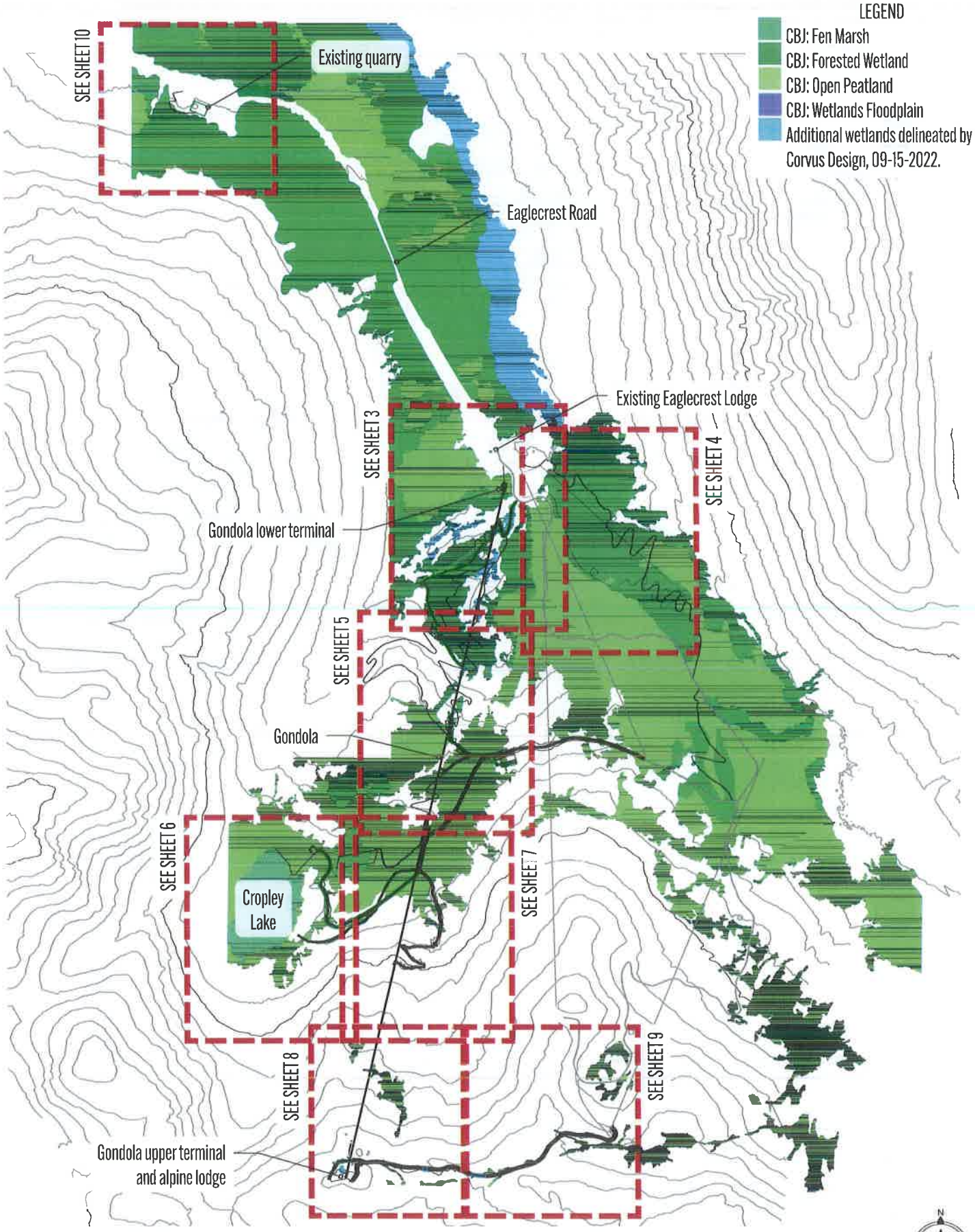
NWI: Wetlands
NOTE: Wetlands delineated by CBJ and Corvus
Design are shown faded in the background.

EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #1

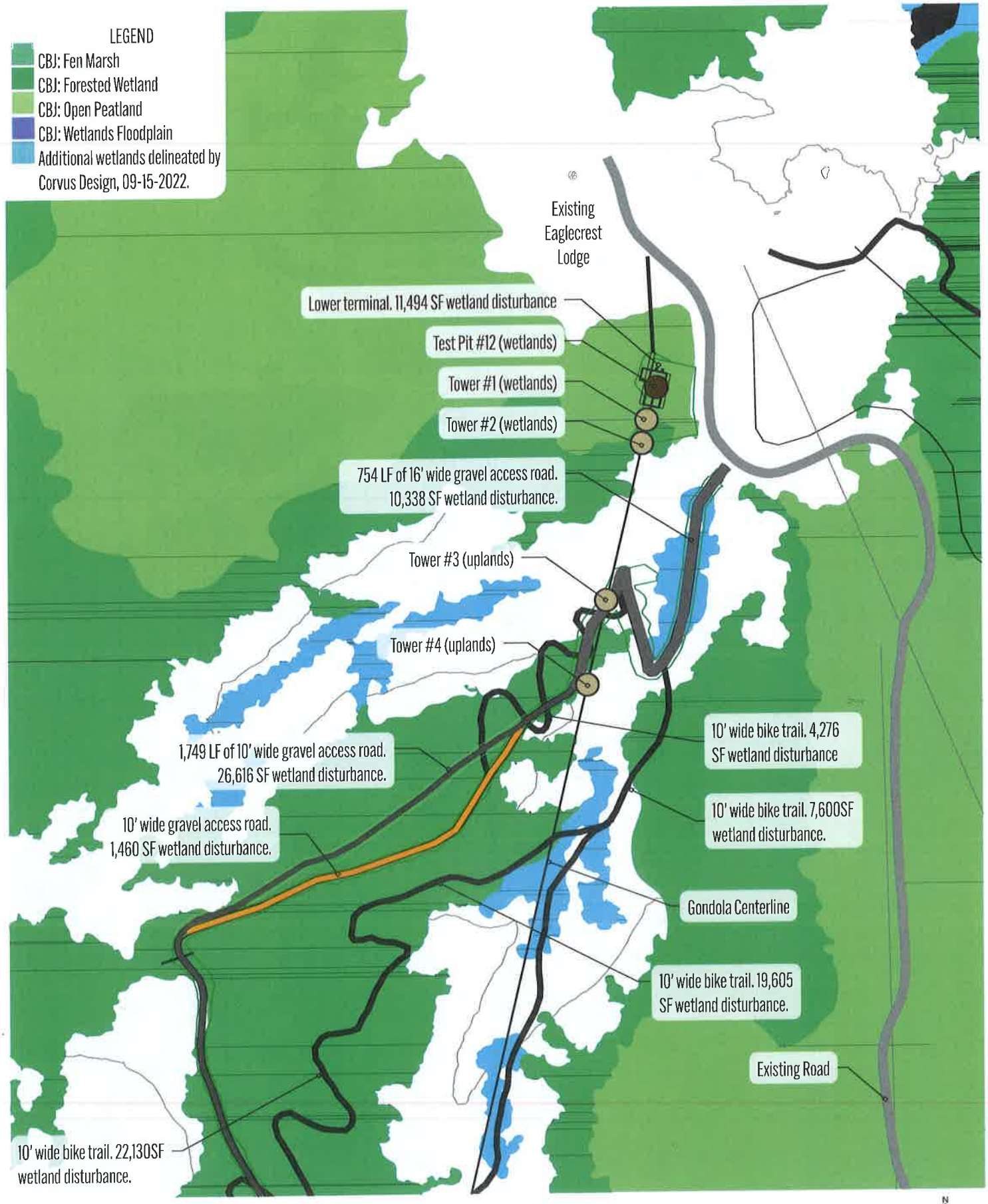
0 500 1000 2000FT

N



EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #2



EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #3

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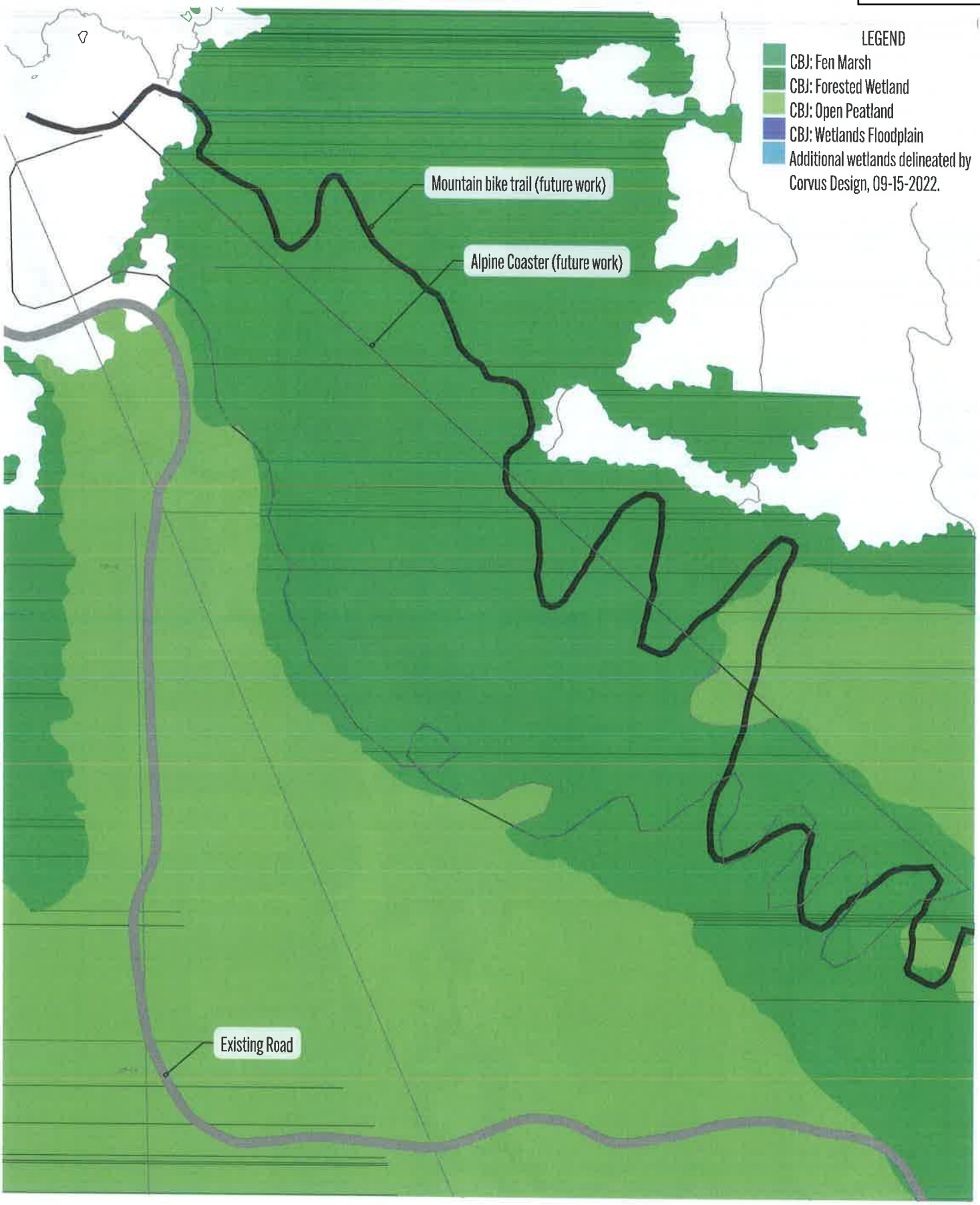

EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #4

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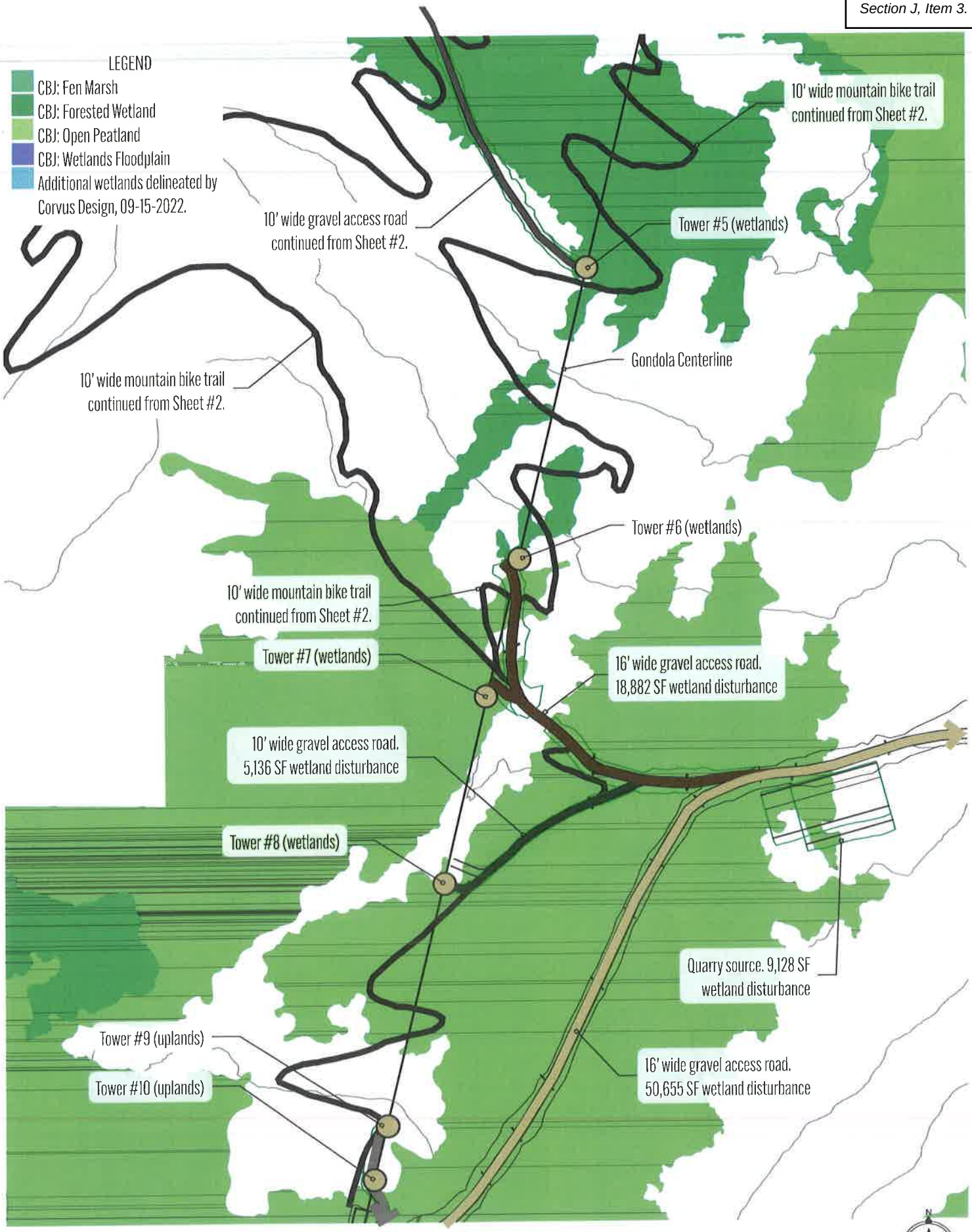

EAGLECREST SUMMER RECREATION DEVELOPMENT

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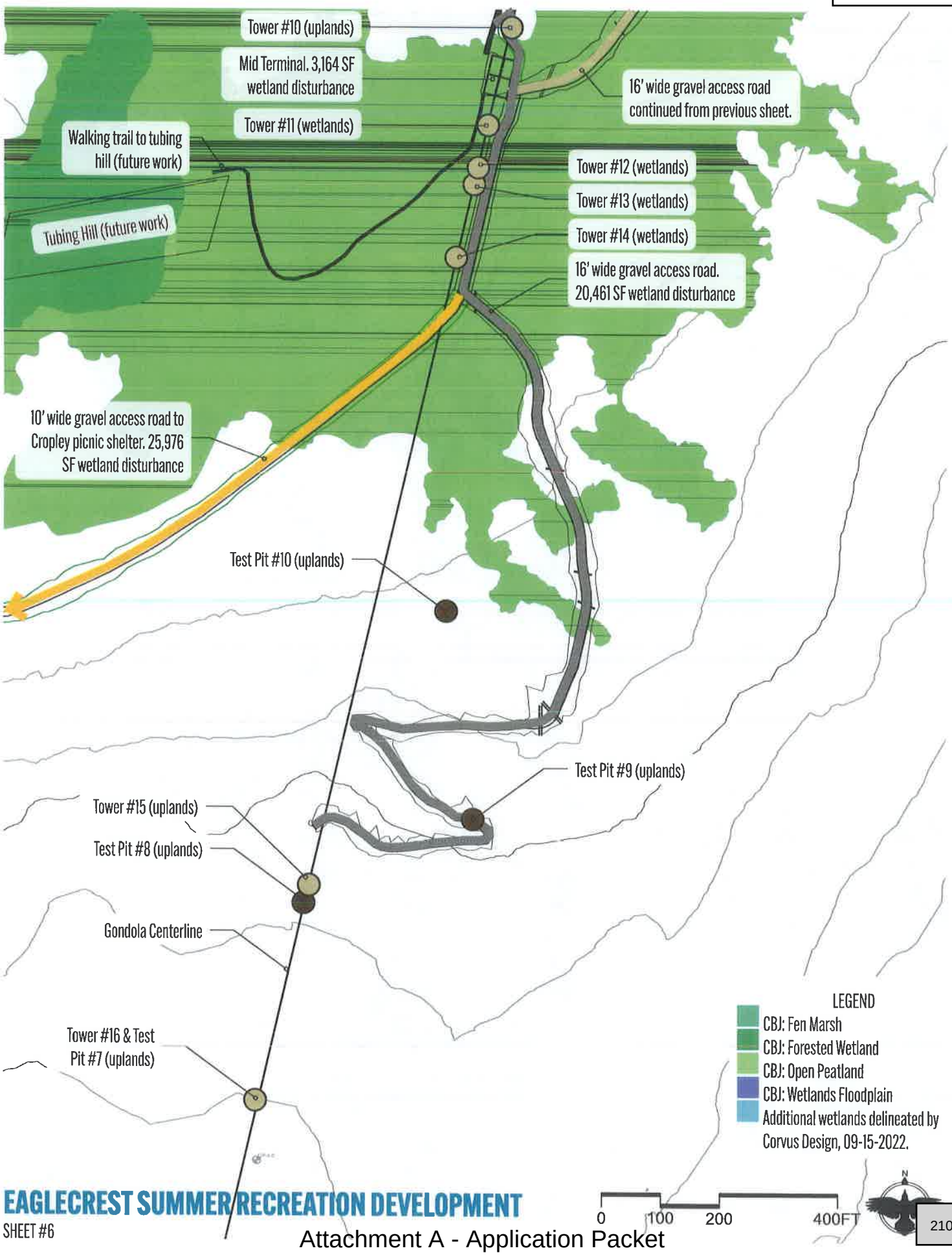
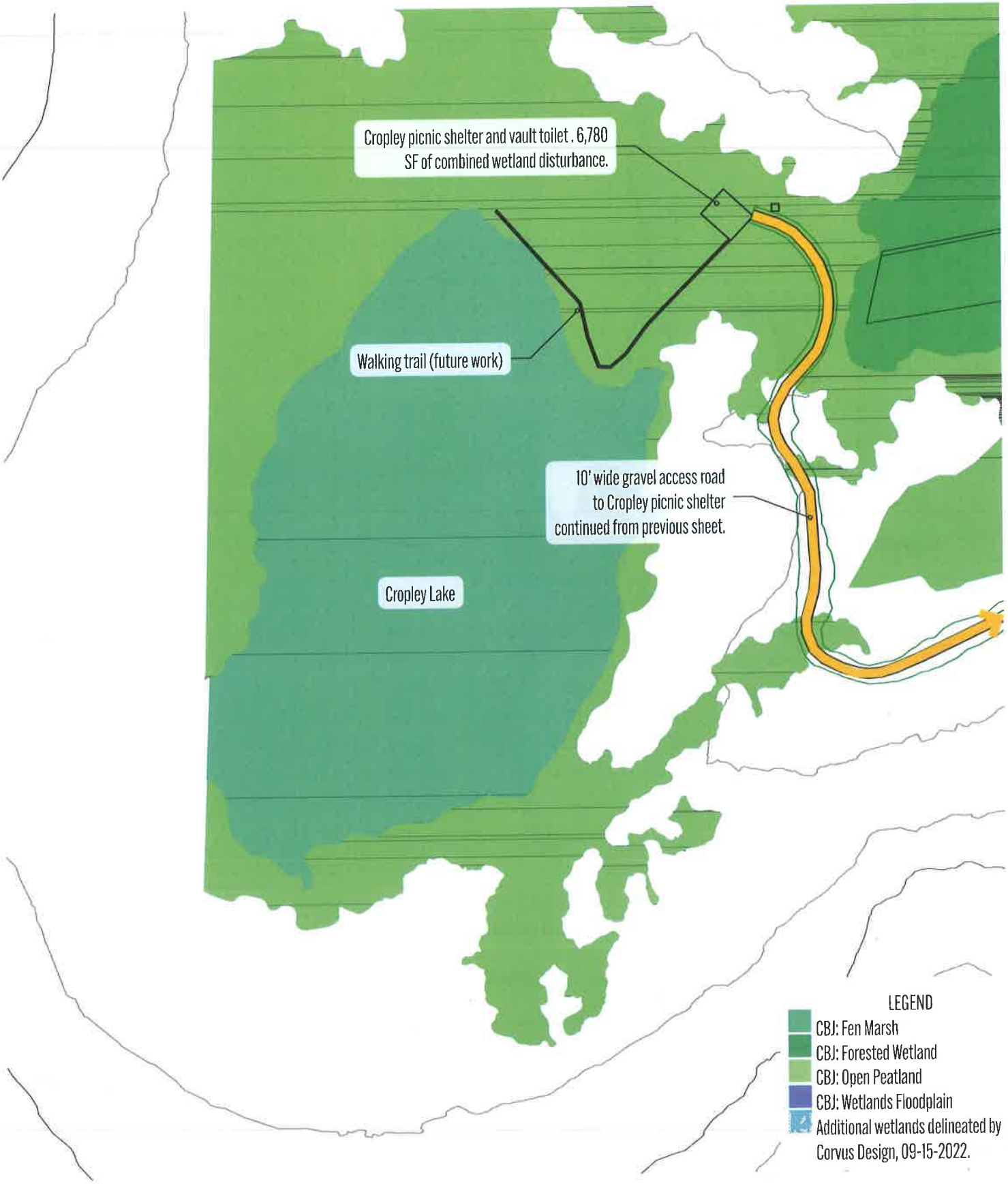


EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #6



EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #7

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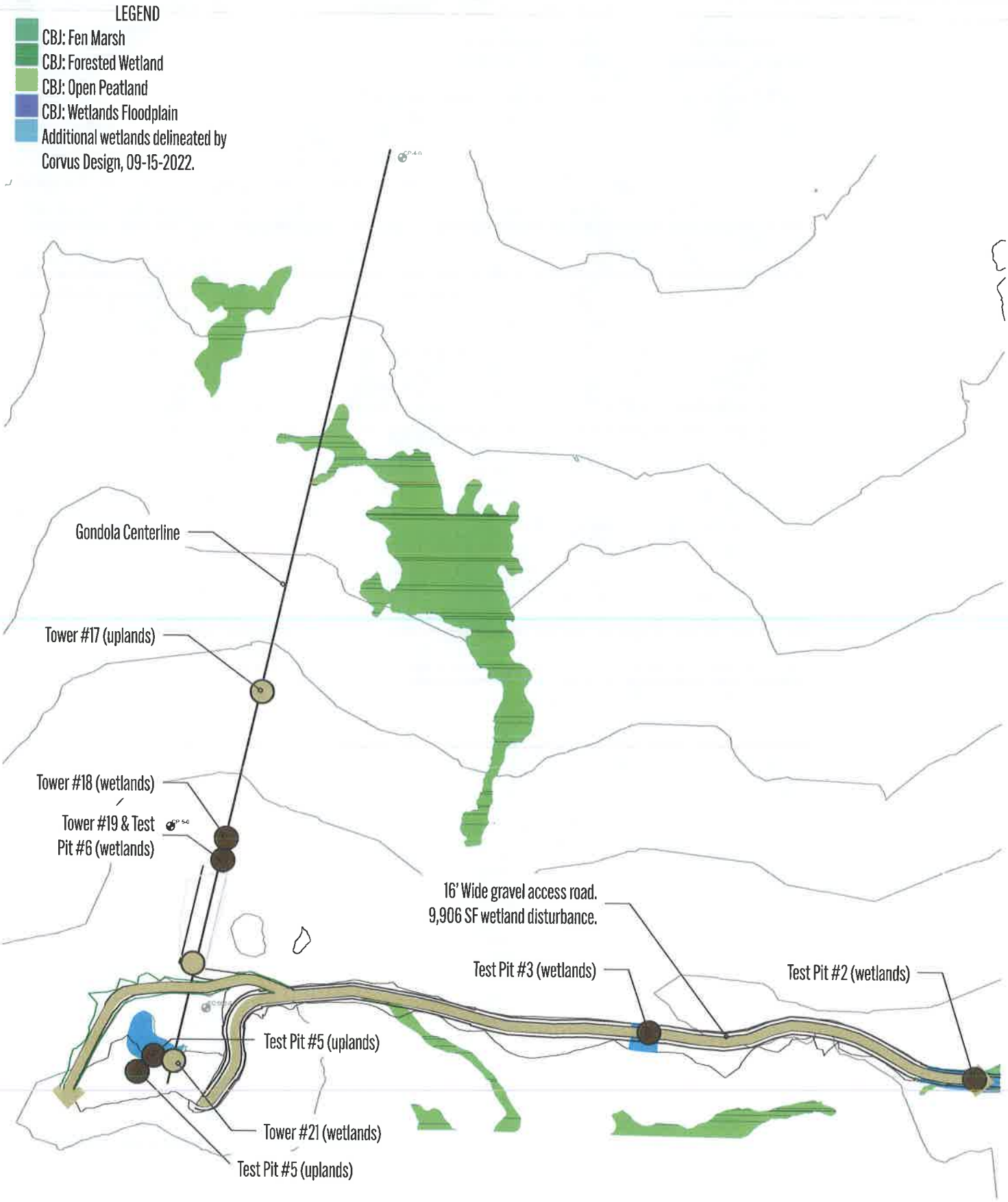

EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #8

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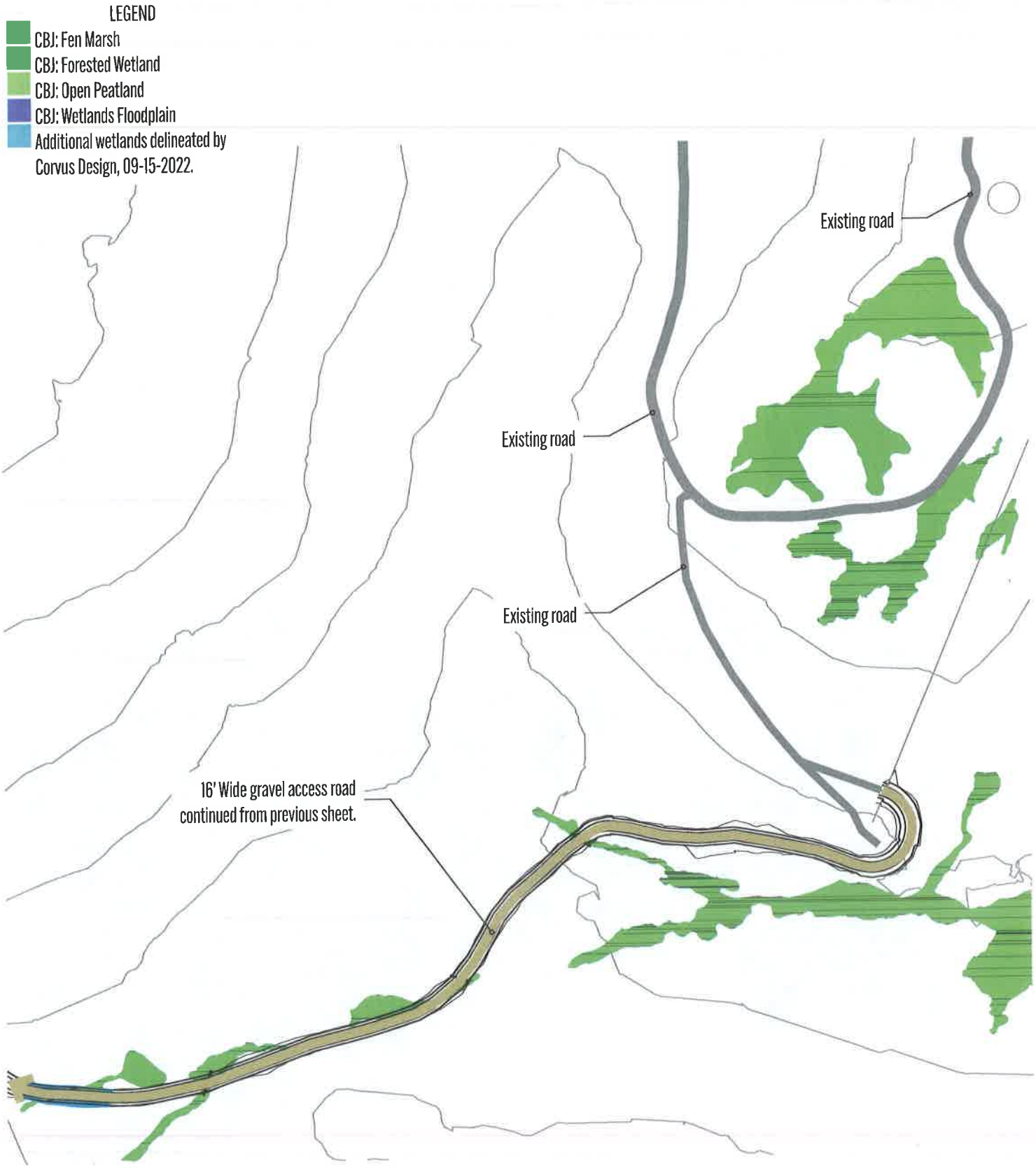

EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #9

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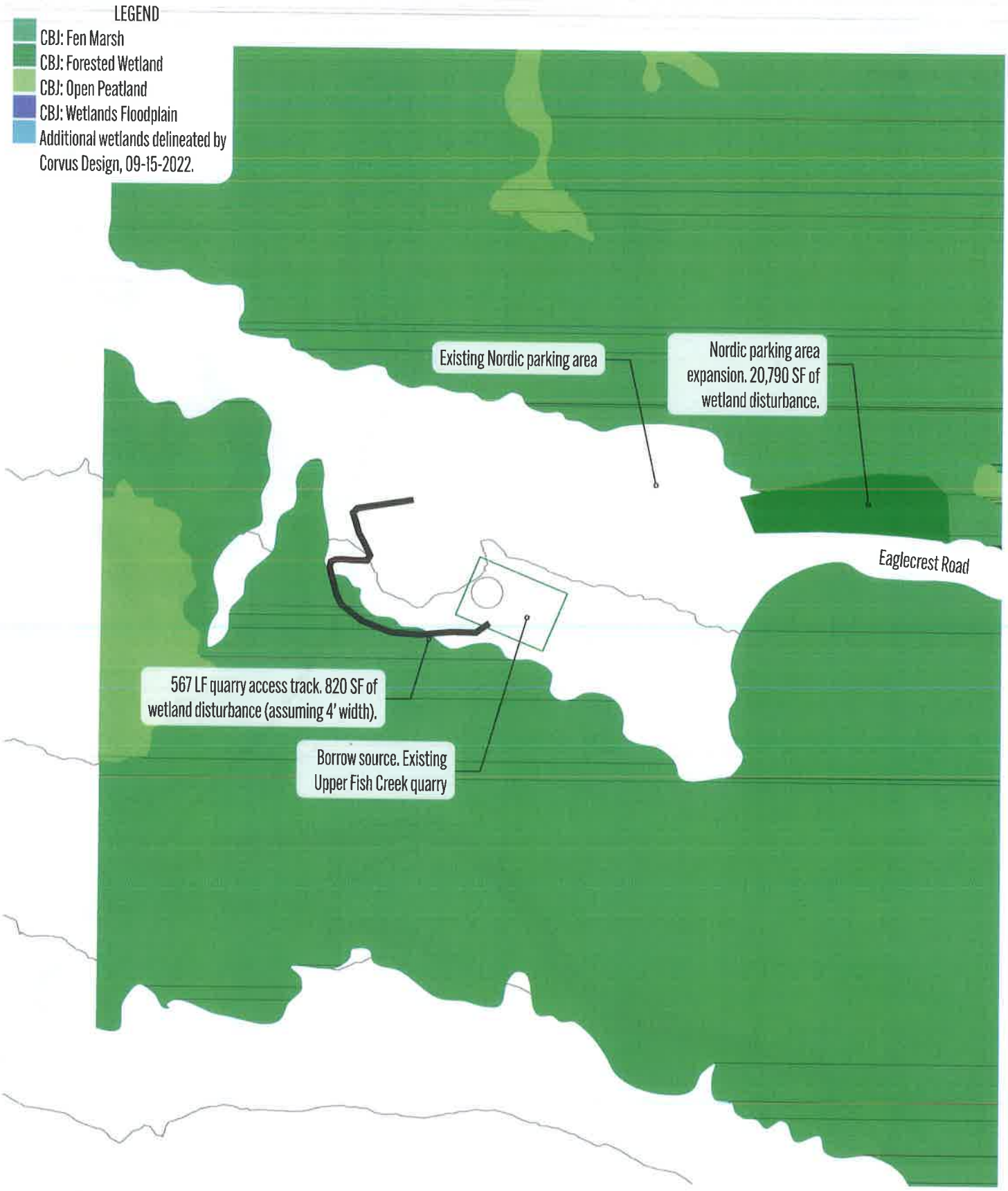


EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #10

0 100 200 400FT

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

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

Eaglecrest Gondola and Summit House

Case Number: PAC2022-40

Applicants: Alan Steffert and Dave Scanlan

Property Owner: City and Borough of Juneau, c/o Lands and Resources

Property Address: 2996 and 3000 Fish Creek Road

Parcel Code Number: 3D1021000010

Site Size: 59,982,120 square feet (1,377 acres)

Zoning: RR (Rural Reserve)

Existing Land Use: Ski Area

Conference Date: August 31, 2022

Report Issued: September 9, 2022

DISCLAIMER: Pre-application conferences are conducted for purposes of providing applicants with a preliminary review of a project and timeline. Pre-application conferences are not based on a complete application, and are not a guarantee of final project approval.

List of Attendees

Note: Copies of the Pre-Application Conference Report will be emailed, instead of mailed, to participants who have provided their email address below.

Name	Title	Email address
Dave Scanlan	Applicant - Eaglecrest	Dave.Scanlan@juneau.org
Alan Steffert	Applicant - Engineering	Alan.Steffert@juneau.org
Dan Jaeger	Fire Marshall	Dan.Jaeger@juneau.org
Jennifer Shields	Planning	Jennifer.Shields@juneau.org

Conference Summary

The following is a list of issues, comments and proposed actions, and requested technical submittal items that were discussed at the pre-application conference.

Project Overview

The applicants are proposing to add the following improvements at Eaglecrest Ski Area:

- Gondola with base station, upper station, and supporting structures
- "Summit House" at the gondola's upper station, with a small snack bar, bathrooms, beer and wine bar, gift shop, and ski patrol station.
- Snow tubing park
- Access roads
- Mountain bike trails
- Picnic pavilion near Cropley Lake
- Weather enclosures at ski stations
- Fish creek bridge crossings

Required Applications

- Development Permit Application (DPA): Required form in conjunction with all application types.
- City/State Project Review (CSP): Per 49.15.580 for CBJ capital improvement projects estimated to cost $500,000 or more.
- Conditional Use Permit (CUP): The gondola would require a CUP under normal circumstances (TPU 6.270, Arial Conveyance), but by the Assembly's action they've approved of the gondola already.
- Conditional Use Permit (CUP): The Summit House would require a CUP (TPU 21.100, Lodge or Resort).
  - The Summit House was not included in materials provided to the Assembly during their discussions.
  - Assembly minutes do not include discussion of the Summit House.
  - The earliest documentation of the addition of a Summit House is on the first amendment to RFP E22-3331.
  - The Summit House has additional functions than housing gondola machinery.
  - While the project proponent has included the Summit House in public outreach and plans, those were not discussed or presented at the Assembly meetings where the gondola was discussed.
- Sand and Gravel Extraction (SGE): May be needed if development will use a quarry. Provide information on proposed extraction sites and uses, or exemption justification, based upon 49.65.200.

Note: The above-listed applications may be submitted concurrently for review by the Planning Commission. Please include a separate DPA for each application type.

Planning Division

1. **Zoning** – The property is zoned RR (Rural Reserve). The following standards apply for properties within this Zoning District.
2. **Subdivision History** – N/A
3. **Setbacks** – Required setbacks are: Front and Rear 25', Sides 15'. Provide a Site Plan of the area for the Upper Station/Summit House and include setback information as needed.
4. **Height** – Maximum 45' height permitted for structures.
5. **Access** – The property has direct access from Fish Creek Road. MET

6. **Parking & Circulation** – Title 49 does not list a parking requirement for ski areas or any similar use. Parking requirements must, therefore, be based on observed and projected need. Provide a detailed analysis of parking in relation to projected need for the proposed development.
7. **Lot Coverage –** 10% permissible uses, 20% conditional uses. MET
8. **Vegetative Coverage** – Minimum 20% is required. MET
9. **Lighting** – All parking areas shall be suitably lighted with full cut-off design and not produce off-site glare. MET
10. **Noise** – N/A
11. **Flood** – The parcel is not within in a Special Flood Hazard Area.
12. **Hazard/Mass Wasting/Avalanche/Hillside Endorsement** – Using USGS contour data, the slope of the development area is ~18%. Per 49.70.200, future development of these areas would require a Hillside Endorsement at the time of Building Permit review.
13. **Wetlands** – Any future addition of fill material on the lot would require a permit from the Army Corps of Engineers.
14. **Habitat** – Check with the U.S. Fish and Wildlife on the presence of eagle nests in the area. The presence of eagle nests may impact future construction scheduling. Fish Creek is not considered anadromous on the subject parcel, or within 50 feet. It appears there is a 50 foot wide public access easement along Fish Creek. Consult with the Alaska Department of Fish and Game for requirements.
15. **Plat or Covenant Restrictions** – N/A
16. **Traffic** – Provide information on proposed traffic expectations, especially at peak times of winter and summer.
17. **Nonconforming situations** – N/A

Building Division

18. **Building** –
19. **Outstanding Permits** –BLD20220457, BLD20200764, BLD20180618, BLD20150006, BLD20140296, BLD20130741, BLD20110220, BLD20100391, BLD20100316, BLD2009-00313, BLD2008-00598, BLD2008-00589, BLD2006-00099, BLD2004-00776, BLD1997-00134,

General Engineering/Public Works

20. **Engineering** –
21. **Drainage** –
22. **Utilities** –

Fire Marshal

23. **Fire Items/Access** – The Summit House Building will require a Sprinkler System and Fire Alarm System.

Other Applicable Agency Review

24. ??? –

List of required applications

Based upon the information submitted for pre-application review, the following list of applications must be submitted in order for the project to receive a thorough and speedy review.

1. Development Permit Application (DPA). *This form must accompany any land use application.*
2. City/State Project Review Application (CSP).
3. Conditional Use Permit Application (USE). If approved, additional building permits may be required.
4. Sand and Gravel Extraction Permit Application (SGE).

Additional Submittal Requirements

Submittal of additional information, given the specifics of the development proposal and site, are listed below. These items will be required in order for the application to be determined Counter Complete.

1. A copy of this pre-application conference report.
2. Narrative.
3. Overall parcel site map(s) showing existing and proposed development features.
4. Detailed site plan showing area for the Upper Station/Summit House with setback information, and site plans for any other development areas with structures.
5. Parking data and analysis.
6. Traffic analysis.
7. Sand and gravel extraction information (or exemption justification).

Exceptions to Submittal Requirements

Submittal requirements staff has determined not to be applicable or not required, given the specifics of the development proposal, are listed below. These items will not be required in order for the application to be reviewed.

1. N/A

Fee Estimates

The preliminary plan review fees listed below can be found in the CBJ code section 49.85. Based upon the project plan submitted for pre-application review, staff has attempted to provide an accurate estimate for the permits and permit fees which will be triggered by your proposal.

1. City/State Project Review (CSP): $1,600 for projects over $2.5 million.
2. Conditional Use Permit (USE): $500
3. Sand and Gravel Extraction Permit (SGE): Dependent upon class of proposed use, generally ranges between $1,000 to $1,600.
4. Public Notice Sign: $150, with $100 refundable if the sign is returned by the Monday after the Planning Commission meeting.

For informational handouts with submittal requirements for development applications, please visit our website at www.juneau.org/cdd.

Submit your Completed Application

You must submit your application(s) in person with payment made to:

City & Borough of Juneau, Permit Center
230 South Franklin Street
Fourth Floor Marine View Center
Juneau, AK 99801

Phone: (907) 586-0715
Web: www.juneau.org/cdd

Attachments

49.15.330 – Conditional Use Permits
49.15.580 – City/State Project Reviews
49.65.200 – Sand and Gravel Extraction
49.70.200 – Hillside Endorsement

Development Permit Application (DPA)
City/State Project Review Application (CSP)
Conditional Use Permit Application (USE)
Sand and Gravel Extraction Permit Application (SGE)

Eaglecrest Gondola and Summer Operations
Public Meeting List

Total of 40 meetings

Public Meeting Schedule:
July 1st 2019 – City and Borough of Juneau Public Works and Facilities Committee
July 1st 2019 – North Douglas Neighborhood Association
July 11th 2019 – Juneau Chamber of Commerce
July 16th 2019 – Public Meeting and Work Session at Peratrovich Hall
July 18th 2019 – Public Meeting and Work Session at Valley Library
July 25th 2019 – Capital Chat Morning Talk Radio
October 9th 2019 Douglas Island Advisory Committee
October 29th 2019 Gastineau Rotary
February 15th 2022 Systemic Racism Review Committee
February 23rd 2022 publicly advertised Webinar with extensive Q&A 175 attendees
May 11th 2022 Glacier Valley Rotary
October 27th 2022 Gastineau Rotary

We ran a Survey Monkey online survey in the summer of 2019 that was advertised through email newsletters and at our Public Meetings. We received 147 responses.

CBJ Eaglecrest Summer Operations Task Force
October 14th 2019 Task Force Formation Documents Accepted
December 19th 2019
January 2nd 2020
March 5th 2020
August 26th 2021
February 11th 2022
February 22nd 2022
March 17th 2022

Eaglecrest Board of Directors Planning Committee Meetings (Public Noticed)
June 12th 2019
June 26th 2019
August 21st 2019
September 12th 2019
January 27th 2020
June 16th 2020
July 9th 2020
August 27th 2020
March 25th 2021
April 22nd 2021
July 15th 2021
January 27th 2022
March 24th 2022
August 25th 2022

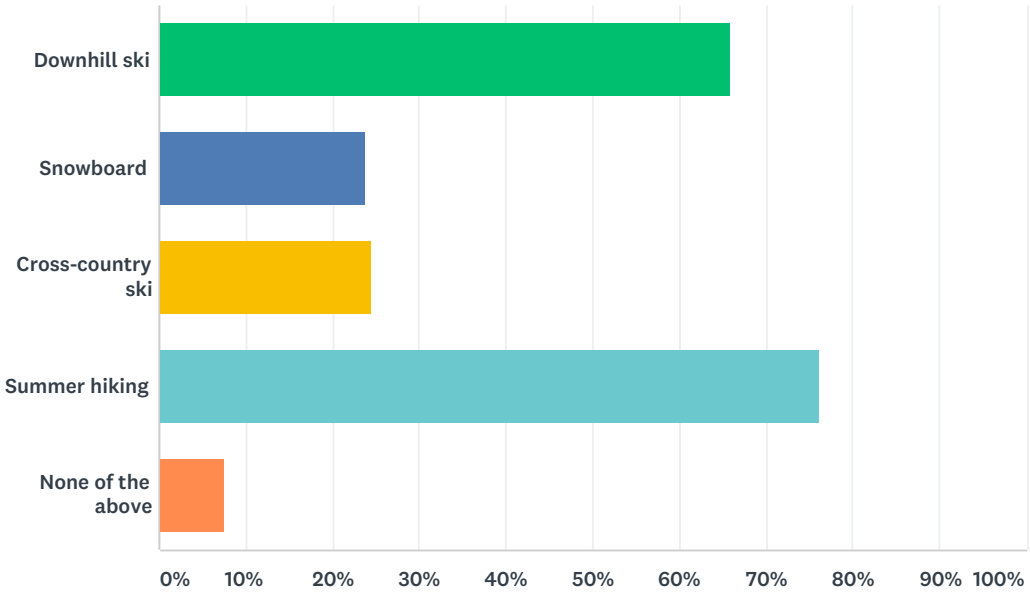
Eaglecrest Board of Directors Annual Retreat (Public Noticed)
October 14th 2017
October 21st 2018
October 27th 2019
October 3rd 2020
October 16th 2021
October 1st 2022

Q1 Eaglecrest's Board of Directors and staff are pursuing the development of summer operations in an effort to ensure the ski area's long-term operation, maintenance, and financial sustainability. Eaglecrest hosted meetings on Tuesday, July 16 (Elizabeth Peratrovich Hall) and Thursday, July 18 (Valley Public Library) to collect public feedback on the proposed development ideas.Please review the Eaglecrest Summer Development Plan here and complete this survey to help us advance the idea with a community-minded approach. Please leave your email here if you are not on our email list and wish to be added:

Answered: 17 Skipped: 130

Q2 Did you do any of the following at Eaglecrest last season?

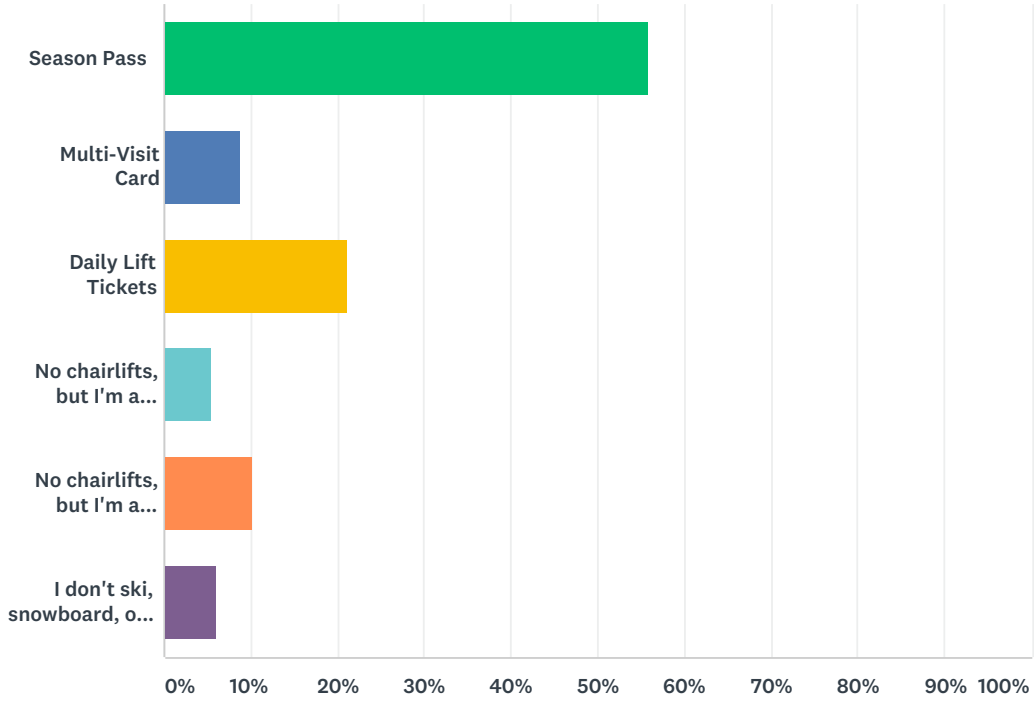
Answered: 147 Skipped: 0



ANSWER CHOICES	RESPONSES	
Downhill ski	65.99%	97
Snowboard	23.81%	35
Cross-country ski	24.49%	36
Summer hiking	76.19%	112
None of the above	7.48%	11
Total Respondents: 147		

Q3 What type of chairlift pass or ticket product did you purchase last season?

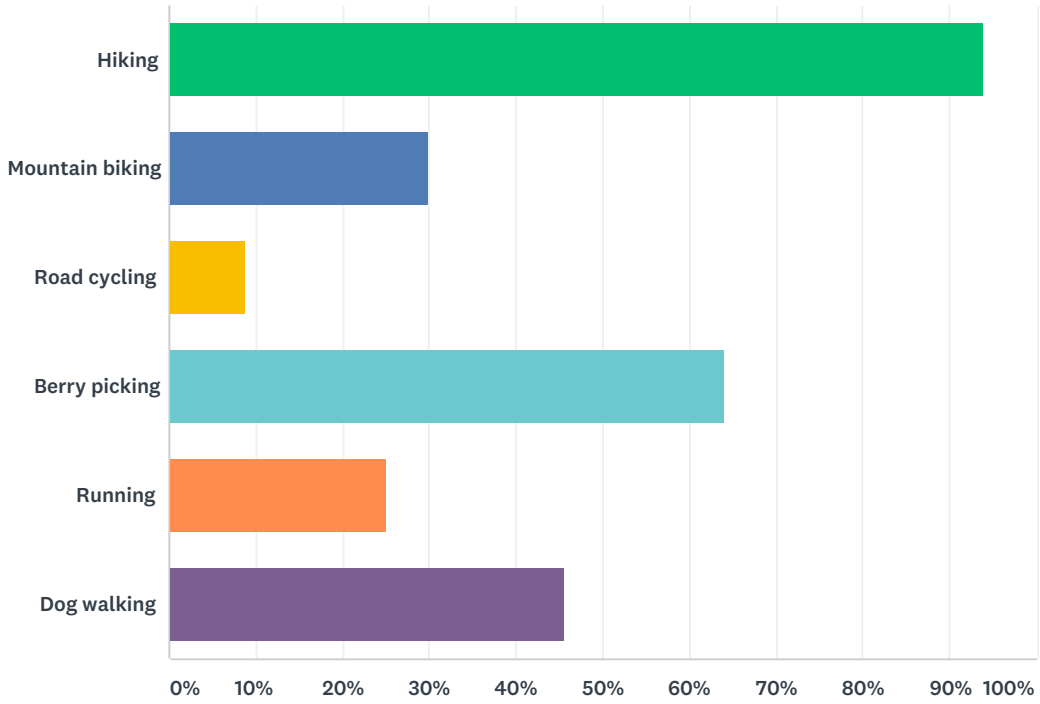
Answered: 147 Skipped: 0



ANSWER CHOICES	RESPONSES	
Season Pass	55.78%	82
Multi-Visit Card	8.84%	13
Daily Lift Tickets	21.09%	31
No chairlifts, but I'm a Nordic user	5.44%	8
No chairlifts, but I'm a backcountry user	10.20%	15
I don't ski, snowboard, or Nordic ski	6.12%	9
Total Respondents: 147		

Q4 What Summer Activities do you visit Eaglecrest for?

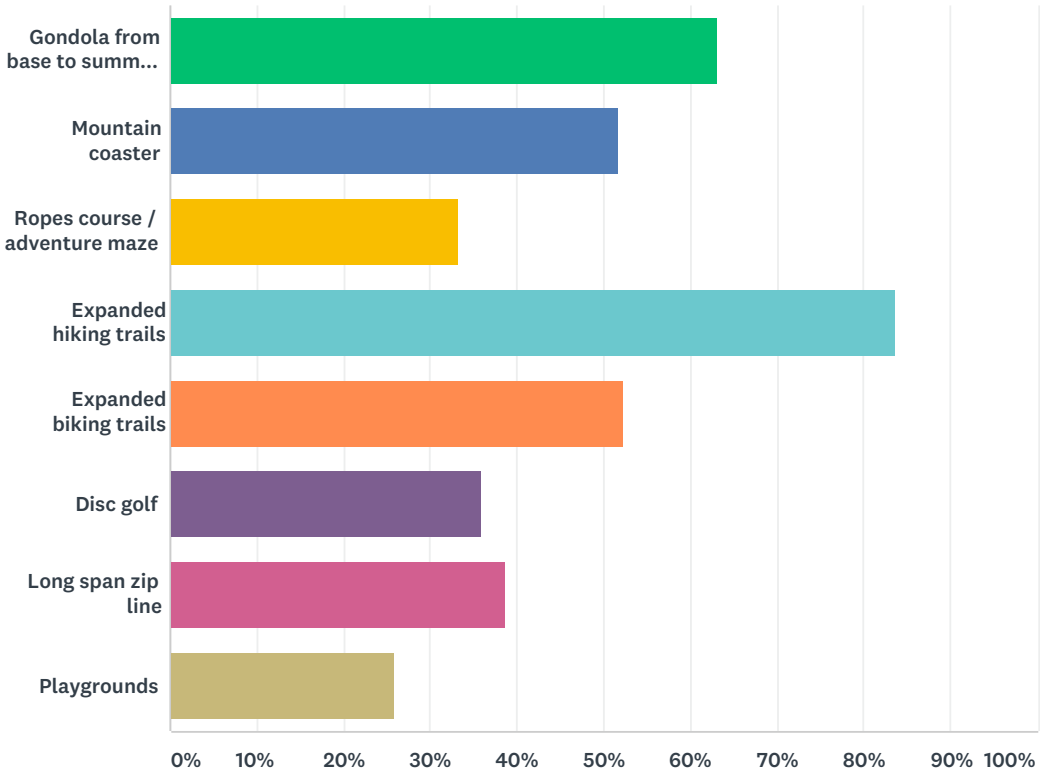
Answered: 147 Skipped: 0



ANSWER CHOICES	RESPONSES	
Hiking	93.88%	138
Mountain biking	29.93%	44
Road cycling	8.84%	13
Berry picking	63.95%	94
Running	25.17%	37
Dog walking	45.58%	67
Total Respondents: 147		

Q5 What summer activities would you explore if offered at Eaglecrest?

Answered: 147 Skipped: 0



ANSWER CHOICES	RESPONSES	
Gondola from base to summit (Pittman's Ridge)	63.27%	93
Mountain coaster	51.70%	76
Ropes course / adventure maze	33.33%	49
Expanded hiking trails	83.67%	123
Expanded biking trails	52.38%	77
Disc golf	36.05%	53
Long span zip line	38.78%	57
Playgrounds	25.85%	38
Total Respondents: 147		

Q6 Any activities that weren't listed above?

Answered: 48 Skipped: 99

Q6 Any activities that weren't listed above?

Answered: 48 Skipped: 99

#	RESPONSES	DATE
1	restaurant...bar...	10/11/2019 4:01 PM
2	none	9/27/2019 9:53 PM
3	Community events Volunteer projects Activities that invite less common local users	9/22/2019 5:10 PM
4	Camping	9/18/2019 8:46 PM
5	Why do you feel like you need to provide something for people to do up there? It makes no money. Close it.	9/18/2019 8:04 PM
6	stay at cabin!	9/18/2019 7:53 AM
7	- I would eat at a restaurant/coffee shop/bar, if available. - I would use public use cabins if more were available. - I would hike/ski a trail following the classic alpine route between Mt Meek and Mt Jumbo, especially if it were a hut-to-hut system	9/18/2019 7:27 AM
8	Berry picking	9/18/2019 12:45 AM
9	Yes	9/17/2019 7:09 PM
10	Sledding, hiking trails that can be used for horseback riding	9/17/2019 6:31 PM
11	None of the above activities interest me.	9/17/2019 5:23 PM
12	.	9/17/2019 3:28 PM
13	I don't want to see any of them - required answer to submit	9/17/2019 1:00 PM
14	concerts, music festivals	9/14/2019 5:46 AM
15	No	9/14/2019 12:11 AM
16	Camping	9/13/2019 4:35 PM
17	Tubing Hill! Miss that. Mountain Bike Classes Swimming area	9/12/2019 7:23 AM
18	Festivals	9/12/2019 6:06 AM
19	Restaurant and bar that is open all year for events.	9/11/2019 5:45 PM
20	Hike in cabins	9/11/2019 5:07 PM
21	none	9/11/2019 11:43 AM
22	na	9/11/2019 9:46 AM
23	Mushroom picking	9/11/2019 9:10 AM
24	No	9/10/2019 9:58 PM
25	Extended dog trail and dog obstacle course.	9/10/2019 6:00 PM
26	Rental cabins!!!	9/10/2019 5:31 PM
27	Dog friendly area summer and winter, especially if planning on being open 7 days a week. My dog love back country skiing and we go on Tuesday and Wednesday.	9/10/2019 5:20 PM
28	Hunting access	9/10/2019 5:02 PM
29	Electric only snowmobile access, Taiga snowmobiles releasing in 2020.	9/10/2019 12:25 PM
30	I love having the alpine space open and available for easy access backcountry hiking, camping, and berry picking. It is incredible and adds wonderful value to our community.	9/10/2019 11:45 AM
31	I was not given the option of "none" in question 5, so I chose expanded hiking trails even though I don't think they are necessary.	9/10/2019 11:37 AM

32	Geocaching is something I've seen advertied at other ski areas as a summer activity. Miniture golf is always a draw & not happening in Juneau.	9/10/2019 10:41 AM
33	NA	9/10/2019 9:52 AM
34	Beer/Wine/Tapas	9/10/2019 9:41 AM
35	Backcountry camping/cabins	9/10/2019 9:35 AM
36	No	9/10/2019 9:03 AM
37	Mini golf	9/10/2019 8:59 AM
38	Nope	9/10/2019 8:57 AM
39	More disc golf please	9/10/2019 8:46 AM
40	More camping options: public use cabins or tent platforms	9/10/2019 8:36 AM
41	Utilizing the new cabin with an increased interest in more	9/10/2019 8:30 AM
42	None	9/10/2019 8:16 AM
43	Kids summer camps Guided walks Live outdoor music Camping/overnight options	9/10/2019 8:12 AM
44	Sight seeing, walking with family	9/10/2019 8:11 AM
45	Eating out. Taking landscape photos.	9/10/2019 8:05 AM
46	tent platforms on the ridge	9/10/2019 8:02 AM
47	Not really	9/10/2019 8:01 AM
48	Biking	9/10/2019 7:52 AM

Q7 Any additional comments?

Answered: 58 Skipped: 89

Q7 Any additional comments?

Answered: 58 Skipped: 89

#	RESPONSES	DATE
1	Thank you for the comprehensive and transparent backward and forward-looking plan. In expanding operations, I think improvements to Fish Creek road should be considered. The last "improvements" made the road terrible - there are now many huge heaves and holes. Please also consider cyclist safety on that road as traffic increases. Fish Creek Rd is the only real hill in the CBJ for cyclist and runners to get a bonafide hill workout. I know it seems like a small priority for the overall operations and financial solvency of Eaglecrest, but I hope the Fish Creek Rd opportunities can be preserved. The projects proposed look really fun, and I see the benefits this development could provide for our community.	10/15/2019 9:48 AM
2	this stuff seems essential	10/11/2019 4:01 PM
3	Please don't turn eaglecrest into a circus. I am opposed to the gondola, just get a new fixed chair. Please make it so that pittman's ridge is only hiker access. $35mil is to much...I am 100% opposed to financing from princess carnival or any other cruiseline.	10/5/2019 6:08 AM
4	I don't think that bussing tourists up to Eaglecrest in the summer is a good use of our resources. This will negatively impact the residents on North Douglas Highway with noise and traffic, it will impact the fragile and beautiful environments in the muskeg and the alpine, and it will impact the climate with emissions from tour buses. This negative change is proposed so that the city can make a few extra dollars. It's not worth it! Please keep tourists focused on downtown and at the glacier, and preserve Eaglecrest for locals. Eaglecrest is a very special part of Juneau that does not need to be exploited for tourism. The plan that includes ropes courses, disc golf, expanded zip lining, expanded hiking trails, mountain biking, and a summit lodge, will completely and irrevocably change the charming character of Eaglecrest. Not all that glitters is gold.	9/27/2019 9:53 PM
5	Need to balance new tourism developments with community benefits. Must prioritize local quality of life improvements. Must involve a wide range of local contributions to the development projects (invite volunteers to help design the outcomes).	9/22/2019 5:10 PM
6	please don't overdo it! not sure eaglecrest can support all these ideas.	9/21/2019 7:30 AM
7	When summer hiking, I really enjoy the remoteness of Eagle crest. I would be sad to see 500 people daily, when I go hiking there. However, being a skier and a tax pair, I see the benefit of having summer operations there. There are other places I can go if I want to be remote.	9/19/2019 9:17 AM
8	Can't wait for it to happen. sooner the better.	9/18/2019 8:46 PM
9	Do not invest money into a ski area with such poor snow quality and lack of... On a good year it's a 6 week season. If it was privately owned it would of closed 30 years ago. This isn't a ski town. And never will be. Let's quit pretending it is. If the city feels the need to offer recreation to its residents then invest in something that we can control.... Maybe a trampoline park or a gymnastics area. How about a year round rink?	9/18/2019 8:04 PM
10	Continue to own and control the mountain!	9/18/2019 2:26 PM
11	Fully understand the need for revenue to make the area financially sustainable. But, the cruise industry is on it's way to swallowing this community whole, and among all of the likely impacts of that, I'm concerned that Eaglecrest will become an amusement park.	9/18/2019 8:31 AM
12	-I think the gondola will not be very well received for winter activities. It will be a pain to take skis off and on after each run. It seems like it would be slower and result in longer lift lines, though I did not see any information presented to this effect. I think an ideal scenario would involve using the gondola during summer for rain averse tourists, and a chairlift during winter. I like the idea of bringing the gondola to the top of the ridge, and a nice facility up there will be a popular tourist draw, especially if there food/drink available. -I think a long-term plan for a trail going from Mt Meek to Jumbo would be great. It is a classic alpine/subalpine route. It would be ideal to also have a network of public use cabins along the way. In general, the demand for public use cabins in the Juneau area is not being met. In summer, it is difficult to reserve a night unless planning months ahead of time. The most popular cabins are largely booked solidly year round. People love public use cabins, especially when they are situated in alpine/subalpine settings.	9/18/2019 7:27 AM

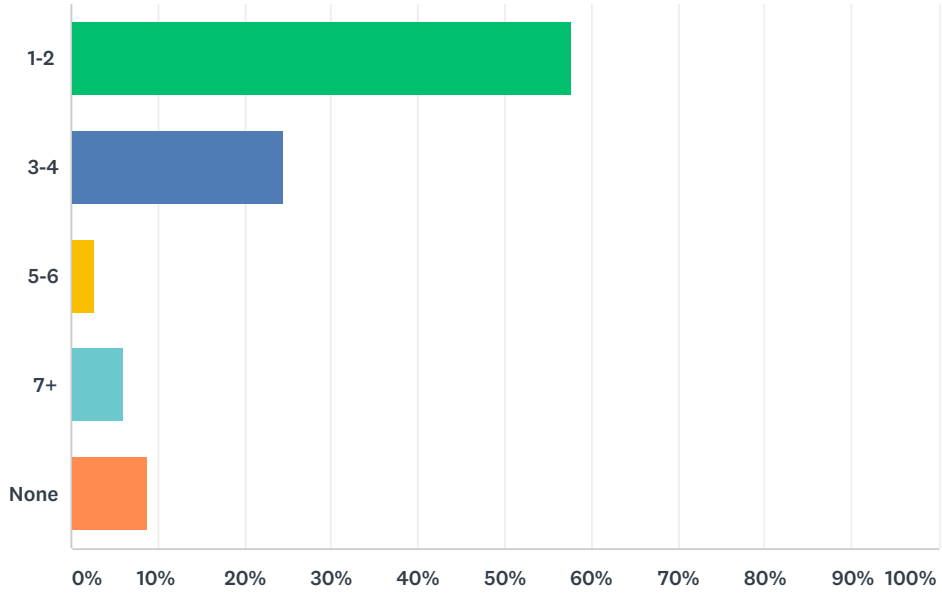
13	Impressed by the long term visioning included in this highly ambitious plan. Hope to see at least portions of it come into fruition. I spent some time this summer at Ski Bowl Adventure Park at Mt Hood this summer and that place was jammed with people.	9/18/2019 6:46 AM
14	I want summer development to improve winter opportunities, not just maintain them status quo. A summer gondola and summit lodge is fine but it is NOT a substitute for replacing existing infrastructure.	9/18/2019 12:45 AM
15	I would do the things that are free. I am unlikely to pay for summer recreation at Eaglecrest.	9/17/2019 7:31 PM
16	The gondola is a great idea; with climate collapsing rapidly, snow will become more and more unreliable. In ten years, I doubt we will be fully open for skiing/boarding more than one in three years. We're going to have to make it on summer use - but it will be key to run everything off sustainable power within ten years!	9/17/2019 7:15 PM
17	Question 6 was poorly worded	9/17/2019 7:09 PM
18	None of these activities would bring me to Eaglecrest in the summer, but they might bring other people like non-skiers. Years ago, there were tours at Eaglecrest that took people up Ptarmigan in the chair lift for short walks on the ridge and blueberry products (muffin, etc.) for sale in the Eagle's Nest.	9/17/2019 5:23 PM
19	Please don't allow Eaglecrest to become inundated with summer tourist busses like the Glacier has been. Even our Rainforest Trail is tour bus impacted.	9/17/2019 4:45 PM
20	Lots of great ideas and sure I'd likely use some of them. Depends on cost and also experience. Also: all of these things sound Uber expensive. Where will you get the big millions required to do such a development? Lots and lots of $$$. Cruse ship contracts would be required bc obviously this won't be built for our 30,000 person town.	9/17/2019 4:13 PM
21	.	9/17/2019 3:28 PM
22	Please please please do not give Ecrest away to the cruise ship companies. Binkley can wine and dine you all day (night) long but please don't hand over the keys to the candy drawer.	9/17/2019 1:00 PM
23	We love Eaglecrest during winter and summer. Eaglecrest during the summer is one place in Juneau where we don't have to deal with cruise ship traffic. Let's keep it that way! Please limit cruise ship visitors to a reasonably small daily number (600 visitors a day is far too many; 100 is reasonable). I believe the locals' summer experience at Eaglecrest would be diminished by a parking lot full of cruise ship buses and large crowds of people. The tourists that come to Eaglecrest to experience the zip line are not in conflict with all of the locals that use the area for hiking, biking, and berry picking because they arrive in small vans and the zipline is out of the way (does not create a large visual or sound impact). Please consider the locals who support Eaglecrest and find a way to increase summer tourism revenue at a small scale that will not disturb our beloved back yard ski hill.	9/15/2019 7:56 AM
24	Gondola is very out of character for our small town hill. Consider a high speed triple or double even. Jumping straight into a gondola is a huge leap I don't think eaglecrest is ready for. Maybe consider half and half? Or just running the gondola in the summer??	9/14/2019 6:10 AM
25	No	9/14/2019 12:11 AM
26	I understand the purpose to many of these new additions, but the one I really do not like is the idea of the large lodge and gondola to the top. I love the fact that eaglecrest is so calm and you can go up to the nest and have lunch all to yourself. It what makes eaglecrest my favorite ski area. If we were to put a huge lodge up on top it would change the entire vibe of eaglecrest and that would be a major bummer. The other ideas for summer activities how ever sound good if they don't take away from the natural beauty that is present on the mountain. If they require lots of infrastructure that blocks views and just industrializes the mountain I do not think that is a good idea.	9/13/2019 9:50 AM
27	Love it up on the mountain year round.	9/12/2019 7:23 AM
28	None	9/11/2019 5:07 PM
29	na	9/11/2019 9:46 AM
30	My biggest concern with your entire plan is the potential for wind and rime ice to force gondola closures during ski season. Please address this and provide data about the likely frequency of such closures.	9/10/2019 9:58 PM

31	be cautious. Larger cruise ships have more activities on board. they want passengers to stay and spend money onboard. shorter port times will make it difficult to get to mountain and back with sufficient time to partake of 2 or 3 planned developments	9/10/2019 8:53 PM
32	replace ptarmigan with a newer double, and expand east side terrain into the next bowl. dont let it turn into a resort, keep the local vibe!	9/10/2019 6:36 PM
33	Any additions to the facilities already provided, even if small, like extended hiking, would be a major upgrade to an already awesome ski area	9/10/2019 6:00 PM
34	Love the ideas and enthusiasm.	9/10/2019 5:20 PM
35	Hopefully this doesn’t raise pass rates which are comparably pretty high consider he features of the area	9/10/2019 5:02 PM
36	It would be awful to fill eaglecrest with tourists. We need someplace to go to get away from them.	9/10/2019 4:33 PM
37	If you expand non-commercial trails, how does that increase summer revenue? I'd like to see you invite entrepreneurs to submit commercial use ideas that provide revenue streams to Eaglecrest. Let tour operators develop scaled seasonal activities like you have done with zipline.	9/10/2019 4:30 PM
38	Gondola, gondola, gondola!	9/10/2019 4:03 PM
39	Really hope things grow at Eaglecrest. We were new to Juneau last winter and we hit the resort hard with most us the family getting 25 days in! My family loves the resort and look forward to many more years.	9/10/2019 3:20 PM
40	Season pass holder for last 20 years. Turning the upper mountain into touristville makes me nervous but I can see the mountain getting more and more expensive with less snow every year and realize it will eventually shut down if we don’t do something different. I’ll follow Dave’s lead on this one!	9/10/2019 12:25 PM
41	Some cabins that could be used in both the summer and winter would be cool!	9/10/2019 12:24 PM
42	Prefer to keep Eaglecrest as a natural park area free of commercial tourist activities. Focus on skiing. The biggest issues are decreased snowfall and unbridled tourism impacts. Adding another area impacted by industrial tourism to somehow sustain skiing seems problematic. I can see skiing being relegated to a low priority once the tour companies start controlling the purse strings.	9/10/2019 11:37 AM
43	I would test the mountain coaster & long span zipline but don't see myself a regular user. Good tourist activities. The high speed lift would be a winter yse game changer. I struggle with the current lift. Slow & therefore cold. It's torture to ride & not worth the pain during marinal ski condition days. A high speed lift would completely change my desire to use the Eaglecrest lift in the winter.	9/10/2019 10:41 AM
44	Have been WAITING for this!!!	9/10/2019 9:52 AM
45	more cabins please.	9/10/2019 9:46 AM
46	Go Green! Low snow years are enhanced with AT gear. Lifts are closed by skiing still available. Uphill ski pass. Win, win.	9/10/2019 9:41 AM
47	Plan looks great	9/10/2019 9:35 AM
48	Hiking and berry picking should remain open to the public if Eaglecrest expands operations for tourism. Eaglecrest is one of the only remaining escapes for locals from busy tourism spots in town. I love it the way it is now and I am sad and disappointed to see it change.	9/10/2019 9:03 AM
49	.	9/10/2019 8:57 AM
50	I think increasing the infrastructure and capacity for summer activities at Eaglecrest is a very good idea. I hope as you progress in this development you'll remember core users, who always buy a seasons pass, hike and ski in the dark, and use the whole mountain year around. I understand it's important to bring more people to the mountain, but please don't forget the people who have always been there, they are a critical part of the strong foundation upon which Eaglecrest can grow. Thanks!	9/10/2019 8:36 AM
51	Utilizing summer revenue to offset CBJ’s financial obligation, hopefully. As well as utilizing these new revenues to reinvigorate our current aging chairlift assets. I greatly appreciate all of your efforts.	9/10/2019 8:30 AM
52	Gondola would probably ruin the skiing.	9/10/2019 8:22 AM

53	Love the plan! The idea of phasing out ptarmigan eventually is sad, simply due to emotional attachment, but some old things must be put to rest. The Eaglecrest experience as we know it will continue!	9/10/2019 8:16 AM
54	I think the gondola is a colossally bad idea - it would compete with the Mt Roberts tram, cost a ton of money (possibly my money as a taxpayer!) and would not attract nearly as many people as the tram because the location is not idea from a traffic standpoint.	9/10/2019 8:14 AM
55	Be great to have more options for using the mountain, especially in low snow seasons.. Happy to pay for this but make sure it's good value for money!	9/10/2019 8:12 AM
56	N/A	9/10/2019 8:11 AM
57	Keep Eaglecrest low key and local. Its a great resource for the community	9/10/2019 8:02 AM
58	Love eaglecrest and love the forward-looking focus of the new management. Keep it up!	9/10/2019 8:01 AM

Q8 Bonus Question: Eaglecrest's Hilda Dam Cabin is nearing completion. How many nights each year would you consider renting the cabin?

Answered: 147 Skipped: 0



ANSWER CHOICES	RESPONSES	
1-2	57.82%	85
3-4	24.49%	36
5-6	2.72%	4
7+	6.12%	9
None	8.84%	13
TOTAL		147

Presented by: The Manager
Introduced: February 7, 2022
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-08(b)(am)(Z)(am)

An Ordinance Appropriating $2,000,000 to the Manager for the Purchase of a Used Gondola for Eaglecrest Ski Area; Funding Provided by General Funds.

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. Appropriation. There is appropriated to the Manager the sum of $2,000,000 for the purchase of a used gondola at Eaglecrest Ski Area. Prior to encumbering funds for transportation of the gondola outside of Europe, the Board of Directors of the Eaglecrest Area or its designee must provide an update to the Assembly Committee of the Whole.

Section 3. Source of Funds

General Funds	$2,000,000

Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this 28th day of February, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: April 25, 2022
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-08(b)(am)(AP)

An Ordinance Appropriating up to $800,000 to the Manager for the Eaglecrest Gondola Capital Improvement Project; Funding Provided by General Funds.

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. Appropriation. There is appropriated to the Manager the sum of $500,000 for the Eaglecrest Gondola Capital Improvement Project (E28-102).

Section 3. Source of Funds

General Funds	$ 500,000

Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this 4th day of May, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: January 9, 2023
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

An Ordinance Appropriating $10,000,000 to the Manager for the Eaglecrest Gondola Capital Improvement Project; Funding Provided by an Investment from Goldbelt, Inc.

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. Appropriation. There is appropriated to the Manager the sum of $10,000,000 for the Eaglecrest Gondola Capital Improvement Project (E28-102).

Section 3. Source of Funds

Goldbelt, Inc.	$10,000,000

Section 4. Effective Date. This ordinance shall become effective upon execution of the revenue sharing agreement between the City and Borough of Juneau and Goldbelt, Inc.

Adopted this 8th day of May, 2023.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

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

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-63

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

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

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

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

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

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

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

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

WHEREAS, Goldbelt, Inc. is uniquely situated to execute a revenue sharing agreement with the CBJ 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.

THEREFORE 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. Authorization to Execute Revenue Sharing Agreement. The City Manager is authorized to execute the Revenue Sharing Agreement depicted in Exhibit A. The City 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 3. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this 9th day of January, 2023.

Carole Triem, Acting 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

By: _____
Duncan Rorie Watt
City and Borough Manager
Date: _____

GOLDBELT, INC.

By: _____
McHugh Pierre
President & CEO
Date: _____

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

APPENDIX A: PROJECT, CONTRIBUTION & OTHER TERMS

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *For Cause by City*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Records and Reports*.

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

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

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

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

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

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

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

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

(a) *City Obligations*. The City shall:

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

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

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

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

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

(b) *Goldbelt Obligations*. Goldbelt shall:

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

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

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

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

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

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

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

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

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

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

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

11. **Insurance**.

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

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

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

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

13. **Equal Employment Opportunity**. Goldbelt will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, familial status, sexual orientation, gender identity, gender expression, or national origin. Goldbelt shall include these provisions in any agreement related to the work performed under this Agreement with contractors or subcontractors.

14. **Choice of Law & Jurisdiction**. The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement. Venue for trial in any action shall be in Juneau, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. Goldbelt specifically waives any right or opportunity to request a change of venue for trial pursuant to AS 22.10.040.

15. **Compliance with Laws & Regulations**. Goldbelt shall, at Goldbelt's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances, and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted. Goldbelt warrants that it has obtained and is in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and the City, and shall maintain such compliance during the effective Term of this Agreement.

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

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

City, Goldbelt may retain copies of all materials.

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

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

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

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

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

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

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

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

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

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

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

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

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

[EXHIBITS ON FOLLOWING PAGES]

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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.

MEMORANDUM

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

DATE: November 28, 2022

TO: CBJ Assembly

FROM: Jeff Rogers, Finance Director

SUBJECT: **Proposed Revenue Sharing Agreement with Goldbelt, Inc**

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

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

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

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

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

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

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

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 8th day of May, 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

By: _____
Duncan Rorie Watt
City and Borough Manager
Date: _____

GOLDBELT, INC.

By: _____
McHugh Pierre
President & CEO
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.

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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 by 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

	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

	April 12, 2023
Goldbelt, Incorporated By: McHugh Pierre Its: President & CEO	Date
	4-12-2023
Dave Scanlan	Date
Rorie Watt	Date

DOWL

MEMORANDUM

TO: City and Borough of Juneau

FROM: Adam Miles, P.E. (DOWL)
Cynthia Roe, Transportation Planner (DOWL)

DATE: December 20, 2023

SUBJECT: Eaglecrest Trip Generation Memorandum

1.0 BACKGROUND

This memorandum provides a trip generation summary for the proposed Eaglecrest Ski Area summer operations located in Juneau, Alaska. This memo was written to compare the expected trip generation to the Alaska Administrative Code (AAC) and City and Borough of Juneau (CBJ) Code trip generation threshold for a Traffic Impact Analysis (TIA).

2.0 TRAFFIC IMPACT ANALYSIS THRESHOLDS

In accordance with CBJ policy, a "(2) a development projected to generate fewer than 250 ADT shall not be required to have a traffic impact analysis." The policy continues to say a TIA is required for "… (1) a development projected to generate 500 or more average daily trips (ADT)", though "… (3) a development projected to generate more than 250 ADT but fewer than 500 ADT shall be required to have a traffic impact analysis if the Community Development Department Director determines that an analysis is necessary…".[1]

Additionally, the State of Alaska requires a Traffic Impact Analysis TIA "If a development is projected to generate more than 100 vehicle trips on a highway during any hour of the day".[2] Traffic impact analysis thresholds are only one measure used to determine the need for a TIA, and per 17 AAC 10.070 "The department will, in its discretion, require a traffic impact analysis based upon local traffic generation values." This clause provides the Department of Transportation and Public Facilities (DOT&PF) the broad ability to compel a TIA regardless of the trips generated.

3.0 DEVELOPMENT TRIP GENERATION

The Eaglecrest Ski Area is proposing to expand operations into the summer season for outdoor recreational activities, including but not limited to gondola rides with food and gift shop services available to visitors. Estimates detailing winter visitors and anticipated summer visitors of the Eaglecrest Ski Area were provided by the Client, as shown in the attached Appendix.[3] The estimates were investigated using 2022-2023 winter season ski pass scan data also provided

[1] Title 49 CBJ Code Chapter 49.40.300, https://library.municode.com/ak/juneau/codes/code_of_ordinances?nodeId=PTIICOOR_TIT49LAUS_CH49.40PATR

[2] Section 17 Alaska Administrative Code 10.060, https://www.akleg.gov/basis/aac.asp#17.10.050.

[3] Email from Eaglecrest Ski Area, September 11, 2023.

by Eaglecrest Ski Area.[4] The data was assessed to determine the expected number of daily and peak hour trips since an appropriate land use describing the development was not available in the *Institute of Transportation Engineers (ITE) Trip Generation Manual 11th Edition*.[5]

Since the available ski pass data only provides a daily count of scanned passes, a peak factor to determine the ratio between daily and peak hour traffic was generated from historical daily winter season counts at a short-term count station monitored by DOT&PF.[6] As shown in Table 1, The average peak hour factor for Eaglecrest Ski Area appears to range from 12.3% to 19.4% of the total daily traffic. The median and average peaking factor are tightly spaced around 14-15% with higher peaking factors generally occurring when daily traffic volumes were less than 200 vehicles for the day when the difference of 1 vehicle swings the peak factor by an entire percentage point. From this assessment a daily peak factor of 15% is assumed. The historical count data also indicates the peak hour most commonly occurs in the afternoon (12 of 14 days are Noon or later).

Table 1. Winter Season Daily Peak Factor (Site ID: 64774939)

Date	Day of Week	Peak Hour	Daily Traffic	Peak Hour Traffic	Peak Factor
2/3/2006	Friday	4:00 PM	749	92	12.3%
2/4/2006	Saturday	3:00 PM	1843	286	15.6%
2/5/2006	Sunday	Noon	1248	175	14.1%
2/6/2006	Monday	Noon	415	53	12.8%
2/7/2006	Tuesday	2:00 PM	95	15	15.8%
2/8/2006	Wednesday	2:00 PM	98	19	19.4%
2/9/2006	Thursday	8:00 AM	538	74	13.8%
3/11/2012	Sunday	4:00 PM	1437	219	15.3%
3/12/2012	Monday	4:00 PM	550	73	13.3%
3/13/2012	Tuesday	1:00 PM	136	22	16.2%
3/14/2012	Wednesday	Noon	224	32	14.3%
3/15/2012	Thursday	4:00 PM	579	86	14.9%
3/16/2012	Friday	9:00 AM	632	90	14.3%
3/17/2012	Saturday	4:00 PM	1233	171	13.9%
				Max Peak Factor	19.4%
				Average Peak Factor	14.8%
				Median (50th Percentile) Peak Factor	14.3%
				Min Peak Factor	12.3%

Applying this information to the 2022-2023 lift pass data, adjustments were made to the Client provided data, including the vehicle occupancy rate for visitor vehicles (passenger vehicles) and adding the number of employees (assuming no carpooling) to the vehicle count. Vehicle

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[6] A total of 14-days of data collected from February 2006 and March 2012. Site ID: 000064774939

occupancy rates for recreational land uses in the *ITE Trip Generation Handbook (Trip Generation Handbook) 3rd Edition* range from 1.50 to 2.00.[7] Given the lack of field measured data, a conservative vehicle occupancy rate of 1.50 was used for visitor vehicles (passenger vehicles). As shown in Table 2, weekends are much more popular than weekdays with average daily visitor levels almost double the average weekday. Weekend visitor counts are also susceptible to event attendance swings such as the IFSA Jr Freeriders, Skimo, and Slush Cup when weekend daily visitor count regularly exceeds 900 visitors. For this analysis an average weekday of 400 daily visitors and average weekend of 700 daily visitors (excluding events) will be used.

Table 2. Eaglecrest 2022-2023 Winter Season Daily Trip Estimate

Day of Week	Daily Visitor Estimate		
	Max	Min	Ave
Sunday	933	2	506
Monday	671	175	417
Tuesday	312	1	182
Wednesday	371	44	233
Thursday	532	3	216
Friday	608	82	339
Saturday	1225	277	689

Table 3 shows the 2022-2023 winter season trip generation estimate for Eaglecrest Ski Area using all of the adjustment factors and visitor levels discussed prior (1.5 vehicle occupancy for visitors, 15% peaking factor) and a 64% outbound directional split based upon DOT&PF short term stations within the area. For both weekend and weekday winter operation, the Eaglecrest ski area exceeds 100 vehicle trips during the peak hour.

Table 3: Eaglecrest 2022-2023 Winter Season Trip Generation*

Day of Week	Visitors	Employees	Peak Hour (4p-5p)			Daily Trips
			In	Out	Total	
Weekday	400	70	37	64	101	674
Weekend	700	70	58	103	161	1074

*Assumes visitor vehicle occupancy of 1.5, peaking factor of 15%, and 64% outbound directional split.

Because Eaglecrest has not historically operated during the summer season, the development is assumed to serve the same number of visitors as the winter season and provide the same number of staff.

When the winter season data is applied to the summer, the occupancy factor should be reassessed due to the visitor population shifting from local Juneau residents to coach busses arriving from cruise ships in and near Downtown Juneau. Multiple coach bus tour operators indicated the average 40-50 passenger coach bus should be assumed as 50% full in the first

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year of operation to Eaglecrest (due to the tour being new) with occupancy quickly rising if the tour was 'successful'. Should operation fall below 15 passengers per bus, operators would consider reducing or removing the tour from their operation due to a lack of profitability. To be conservative, bus occupancy is assumed as 20 passengers per bus.[8]

A sensitivity analysis was conducted to assess the percentage of visitors traveling via coach bus and passenger vehicle that would warrant a TIA as required by the CBJ Code and AAC. The analyzed percentage of visitors traveling via coach bus ranged between 50 and 95 percent.[9] These analyses resulted in a range of daily trips between approximately 644 and 206 trips with peak hour trips ranging between 96 and 32 trips, respectively. Table 4 shows the number of total daily and PM peak hour trips anticipated for the 50% and 95% coach bus scenarios.

Table 4: Eaglecrest Summer Season Traffic Sensitivity Analysis

Day of Week	Visitor (Passenger Car)	Visitor (Coach Bus)	Employee	Peak Hour			Daily Trips
				In	Out	Total	
(50% Coach, 50% Passenger Vehicle)							
Weekday	200	200	70	23	41	64	428
Weekend	350	350	70	35	61	96	644
(95% Coach, 5% Passenger Vehicle)							
Weekday	20	380	70	12	20	32	206
Weekend	35	665	70	15	25	40	256

From the sensitivity analysis a TIA is not required by 17 AAC 10.060, due to the peak hour trips falling below 100 for any hour of any day analyzed.[10] However, the daily trips present a more complex assessment. As shown in the sensitivity analysis, depending on the assumed level of visitors arriving by coach bus, and the analyzed day of week a TIA may or may not be required. Looking at the range of possibilities, the most likely outcome is an ADT between 250 and 500 trips, which would place the decision for a TIA at the discretion of the CBJ Community Development Director.

According to CBJ code, if a TIA is prepared it "…must identify and assess the impacts of the proposed development on all affected transportation systems… The study area for the TIA shall be that area in which it is anticipated that the proposed development will increase ADT by five percent or more."[11] Based on this code requirement, a TIA for this development would analyze traffic operations for intersections along roadways with less than approximately 8,600 ADT on a weekday or 12,800 on a weekend. For this development these intersections include:

- N Douglas Highway / Fish Creek Road (Eaglecrest Road)
- N Douglas Highway / Juneau-Douglas Bridge Roundabout

[8] Coach bus occupancy based upon email responses from two tour providers in Juneau (HAP Alaska-Yukon and Juneau Tours), December 15, 2023.

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The Juneau-Douglas Bridge currently averages more than 13,000 ADT and S Douglas Highway roundabout averages more than 6,800 ADT. No additional intersections beyond the Juneau-Douglas Bridge roundabout are required by CBJ Code.

4.0 CONCLUSION

The Eaglecrest Ski Area is proposing to expand operations into the summer season providing visitors with gondola ride, food, and gift shop services. Since coach bus ridership to the development is unknown, a sensitivity analysis indicated a range of daily trips between approximately 644 and 206 trips with PM peak hour trips ranging between 96 and 32 trips, respectively. From the sensitivity analysis a TIA is not required by 17 AAC 10.060, due to the peak hour trips falling below 100 for any hour of any day analyzed.[12] Based upon CBJ code, the need for a TIA of this development is most likely at the discretion of the Community Development Department Director, with an ADT between 250 and 500 trips.

If a TIA is requested, the following study intersections should be included consistent with CBJ Code:

- N Douglas Highway / Fish Creek Road (Eaglecrest Road)
- N Douglas Highway / Juneau-Douglas Bridge Roundabout

No additional intersections beyond the Juneau-Douglas Bridge roundabout are required by CBJ Code.

[12] Section 17 Alaska Administrative Code 10.060, https://www.akleg.gov/basis/aac.asp#17.10.050.

Appendix

Client Provided Data

Eaglecrest Traffic Impact Analysis Preliminary Data

Existing winter seasonal traffic data

on average Eaglecrest will have 50,000 ticketed winter visitors over a 90 operating days	50000
average number of people per day	556
Historically Eaglecrest used the metric that on average 2.5 people arrive per car resulting in 222 one way trips	222
Eaglecrest will receive an average of 100 additional non ticketed users on operating days divded by out 2.5 per vehicle average equals	40
Eaglecrest will have on average 70 employees arrive to the mountain independently	70
Total average one way trips during winter season	332
Total average daily trips (ADT) round trips	**664**

Future anticipated summer season Traffic Pattern

Assumptions mid bus density low independent traveler

Target visitation of 80,000 to 100,000 total visitors over a 140 day operating season.	
95% of the visitors will arrive to Eaglecrest in large motor coach busses	
Using the high case projection of 100,000 visitors 95,000 will be arriving on motor coaches	
Daily arrivals via motor coach	679
Assumption for this study is that motor coaches are only loaded to an average of 60% capacity with 30 people per motor coach	
Using the above assumption we will have 46 average daily motor coach trips on the road which include traffic to and from the site	46
As mentioned above 5% of visitors will arrive independently accounting for 5000 visitors or 36 visitors per day.	
Using the metrics from our winter assumptions, 2.5 vistors will be in each vehicle, creating a total of 30 total vehicle trips	30
Summer operations will require 50% fewer Employees than the winter accounting for 70 total vehicle trips	70
Total anticipated Average Daily Trips (ADT) round trips for summer operations	**146**

Assumptions Low buss density higher % independent traveler

Target visitation of 80,000 to 100,000 total visitors over a 140 day operating season.	
90% of the visitors will arrive to Eaglecrest in large motor coach busses	
Using the high case projection of 100,000 visitors 90,000 will be arriving on motor coaches	
Daily arrivals via motor coach	642
Assumption for this study is that motor coaches are only loaded to an average of 50% capacity with 25 people per motor coach	
Using the above assumption we will have 52 average daily motor coach trips on the road which include traffic to and from the site	52
As mentioned above 10% of visitors will arrive independently accounting for 10000 visitors or 71 visitors per day.	
Using the metrics from our winter assumptions, 2.5 vistors will be in each vehicle, creating a total of 58 total vehicle trips	58
Summer operations will require 50% fewer Employees than the winter accounting for 70 total vehicle trips	70
Total anticipated Average Daily Trips (ADT) for summer operations	**180**

If busses traveled at 100% capacity with the same independent traveler visitation Eaglecrest would be receiving 188,440 total visitors

Eaglecrest Scan Totals 2022/23 Season

Hooter Lift		
Date	Total Scans	Unique Passes
12/11/2022	3	2
12/15/2022	16	3
12/16/2022	376	197
12/17/2022	761	294
12/18/2022	330	153
12/21/2022	81	44
12/22/2022	231	97
12/23/2022	560	191
12/24/2022	821	407
12/26/2022	994	372
12/27/2022	616	239
12/28/2022	834	289
12/29/2022	809	281
12/30/2022	878	336
12/31/2022	878	340
1/1/2023	244	85
1/2/2023	545	239
1/3/2023	545	206
1/4/2023	538	202
1/6/2023	689	297
1/7/2023	1095	476
1/8/2023	930	396
1/11/2023	130	48
1/12/2023	76	53
1/13/2023	299	132
1/14/2023	1129	413
1/15/2023	727	350
1/16/2023	887	344
1/18/2023	142	100
1/19/2023	244	74
1/20/2023	229	97
1/21/2023	748	262
1/22/2023	926	422
1/24/2023		
1/26/2023	193	39
1/27/2023	390	82
1/28/2023	843	283
1/29/2023	626	258
2/1/2023	304	174
2/2/2023	403	193
2/3/2023	1194	500
2/4/2023	3456	1011
2/5/2023	2858	911
2/8/2023	680	274
2/9/2023	539	244
2/10/2023	1015	462
2/11/2023	3057	933
2/12/2023	1084	422
2/15/2023	1323	347
2/16/2023	1316	487
2/17/2023	1823	608
2/18/2023	2338	818
2/19/2023	2826	722
2/20/2023	1995	671
2/22/2023	413	173
2/23/2023	513	184
2/24/2023	947	345
2/25/2023	4051	1225
2/26/2023	2799	865
3/2/2023	1141	474
3/3/2023	1420	608
3/4/2023	3551	1070
3/5/2023	2220	712
3/8/2023	359	163
3/9/2023	693	221
3/10/2023	632	246
3/11/2023	2704	592
3/12/2023	1751	578
3/15/2023	959	302
3/16/2023	1014	190
3/17/2023	939	335
3/18/2023	2095	679
3/19/2023	737	276
3/20/2023	576	175
3/21/2023	1198	312
3/22/2023	1164	296
3/23/2023	1376	314
3/24/2023	1211	379
3/25/2023	1554	530
3/26/2023	2927	933
3/29/2023	550	260
3/30/2023	311	122
3/31/2023	464	211
4/1/2023	1764	695
4/2/2023	1680	689
4/5/2023	250	141
4/6/2023	171	93
4/7/2023	443	219
4/8/2023	3307	1107
4/9/2023	1222	537
4/11/2023		
Totals:	**95680**	**33131**

Ptarmigan Lift		
Date	Total Scans	Unique Passes
12/15/2022	2	1
12/16/2022	1313	278
12/17/2022	626	213
12/18/2022	345	113
12/21/2022	125	39
12/22/2022	219	68
12/23/2022	582	128
12/24/2022	1614	519
12/26/2022	2520	554
12/27/2022	1772	312
12/28/2022	847	297
12/29/2022	931	298
12/30/2022	1719	446
12/31/2022	1858	501
1/1/2023	1	1
1/2/2023	1656	338
1/3/2023	1590	279
1/4/2023	987	262
1/6/2023	1568	430
1/7/2023	2558	607
1/8/2023	376	220
1/11/2023	365	95
1/12/2023	380	125
1/13/2023	515	168
1/14/2023	1299	480
1/15/2023	1133	430
1/16/2023	1130	346
1/18/2023	972	212
1/19/2023	355	93
1/20/2023	409	151
1/21/2023	898	277
1/22/2023	3039	578
1/24/2023	1	1
1/26/2023	4	3
1/27/2023	1	1
1/28/2023	1590	369
1/29/2023	1209	305
2/1/2023	1136	277
2/2/2023	1427	326
2/3/2023	2050	479
2/4/2023	2905	757
2/5/2023	2962	682
2/8/2023	2647	364
2/9/2023	1670	289
2/10/2023	1996	533
2/11/2023	3179	783
2/12/2023	1556	370
2/15/2023	2109	371
2/16/2023	3673	532
2/17/2023	2042	485
2/18/2023	3493	715
2/19/2023	2098	537
2/20/2023	2217	523
2/22/2023	762	175
2/23/2023	637	159
2/24/2023	1401	319
2/25/2023	3780	973
2/26/2023	1101	433
3/2/2023	2169	515
3/3/2023	1303	461
3/4/2023	2665	725
3/5/2023	962	365
3/8/2023	298	100
3/9/2023	396	126
3/10/2023	275	124
3/11/2023	961	321
3/12/2023	785	281
3/15/2023	784	228
3/17/2023	2303	354
3/18/2023	1950	551
3/19/2023	426	155
3/20/2023	527	134
3/21/2023	1194	267
3/22/2023	569	193
3/23/2023	1143	266
3/24/2023	1125	304
3/25/2023	681	278
3/26/2023	2084	623
3/29/2023	371	166
3/30/2023	131	64
3/31/2023	304	124
4/1/2023	1137	430
4/2/2023	2574	593
4/5/2023	364	134
4/6/2023	133	64
4/7/2023	260	132
4/8/2023	1977	687
4/9/2023	801	323
4/11/2023	6	2
Totals:	**112008**	**28710**

Porcupine Only Tickets Sold	
	Total Sold
	550
Totals:	**550**

Nordic Tickets Sold		
	Day Tickets	Pass Add-On
	86	262
Totals:	**86**	**262**

DOWL

MEMORANDUM

TO: City and Borough of Juneau

FROM: Adam Miles, P.E. (DOWL)
Cynthia Roe, Transportation Planner (DOWL)

DATE: January 10, 2024

SUBJECT: Eaglecrest Trip Generation Memorandum

1.0 BACKGROUND

This memorandum provides a trip generation summary for the proposed Eaglecrest Ski Area summer operations located in Juneau, Alaska. This memo was written to compare the expected trip generation to the Alaska Administrative Code (AAC) and City and Borough of Juneau (CBJ) Code trip generation threshold for a Traffic Impact Analysis (TIA).

2.0 TRAFFIC IMPACT ANALYSIS THRESHOLDS

In accordance with CBJ policy, a "(2) a development projected to generate fewer than 250 ADT shall not be required to have a traffic impact analysis." The policy continues to say a TIA is required for "… (1) a development projected to generate 500 or more average daily trips (ADT)", though "… (3) a development projected to generate more than 250 ADT but fewer than 500 ADT shall be required to have a traffic impact analysis if the Community Development Department Director determines that an analysis is necessary…".[1]

Additionally, the State of Alaska requires a Traffic Impact Analysis TIA "If a development is projected to generate more than 100 vehicle trips on a highway during any hour of the day".[2] Traffic impact analysis thresholds are only one measure used to determine the need for a TIA, and per 17 AAC 10.070 "The department will, in its discretion, require a traffic impact analysis based upon local traffic generation values." This clause provides the Department of Transportation and Public Facilities (DOT&PF) the broad ability to compel a TIA regardless of the trips generated.

3.0 DEVELOPMENT TRIP GENERATION

The Eaglecrest Ski Area is proposing to expand operations into the summer season for outdoor recreational activities, including but not limited to gondola rides with food and gift shop services available to visitors. Estimates detailing winter visitors and anticipated summer visitors of the Eaglecrest Ski Area were provided by the Client, as shown in the attached Appendix.[3] The estimates were investigated using 2022-2023 winter season ski pass scan data also provided

[1] Title 49 CBJ Code Chapter 49.40.300, https://library.municode.com/ak/juneau/codes/code_of_ordinances?nodeId=PTIICOOR_TIT49LAUS_CH49.40PATR

[2] Section 17 Alaska Administrative Code 10.060, https://www.akleg.gov/basis/aac.asp#17.10.050.

[3] Email from Eaglecrest Ski Area, September 11, 2023.

by Eaglecrest Ski Area.[4] The data was assessed to determine the expected number of daily and peak hour trips since an appropriate land use describing the development was not available in the *Institute of Transportation Engineers (ITE) Trip Generation Manual 11th Edition*.[5]

Since the available ski pass data only provides a daily count of scanned passes, a peak factor to determine the ratio between daily and peak hour traffic was generated from historical daily winter season counts at a short-term count station monitored by DOT&PF.[6] As shown in Table 1, The average peak hour factor for Eaglecrest Ski Area appears to range from 12.3% to 19.4% of the total daily traffic. The median and average peaking factor are tightly spaced around 14-15% with higher peaking factors generally occurring when daily traffic volumes were less than 200 vehicles for the day when the difference of 1 vehicle swings the peak factor by an entire percentage point. From this assessment a daily peak factor of 15% is assumed. The historical count data also indicates the peak hour most commonly occurs in the afternoon (12 of 14 days are Noon or later).

Table 1. Winter Season Daily Peak Factor (Site ID: 64774939)

Date	Day of Week	Peak Hour	Daily Traffic	Peak Hour Traffic	Peak Factor
2/3/2006	Friday	4:00 PM	749	92	12.3%
2/4/2006	Saturday	3:00 PM	1843	286	15.6%
2/5/2006	Sunday	Noon	1248	175	14.1%
2/6/2006	Monday	Noon	415	53	12.8%
2/7/2006	Tuesday	2:00 PM	95	15	15.8%
2/8/2006	Wednesday	2:00 PM	98	19	19.4%
2/9/2006	Thursday	8:00 AM	538	74	13.8%
3/11/2012	Sunday	4:00 PM	1437	219	15.3%
3/12/2012	Monday	4:00 PM	550	73	13.3%
3/13/2012	Tuesday	1:00 PM	136	22	16.2%
3/14/2012	Wednesday	Noon	224	32	14.3%
3/15/2012	Thursday	4:00 PM	579	86	14.9%
3/16/2012	Friday	9:00 AM	632	90	14.3%
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				Max Peak Factor	19.4%
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year of operation to Eaglecrest (due to the tour being new) with occupancy quickly rising if the tour was 'successful'. Should operation fall below 15 passengers per bus, operators would consider reducing or removing the tour from their operation due to a lack of profitability. To be conservative, bus occupancy is assumed as 20 passengers per bus.[8]

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Weekend	350	350	70	35	61	96	644
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Weekday	100	300	70	16	28	44	294
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From the sensitivity analysis a TIA is not required by 17 AAC 10.060, due to the peak hour trips falling below 100 for any hour of any day analyzed.[10] However, the daily trips present a more complex assessment. As shown in the sensitivity analysis, depending on the assumed level of visitors arriving by coach bus, and the analyzed day of week a TIA may or may not be required. Looking at the range of possibilities, the most likely outcome is an ADT between 250 and 500 trips, which would place the decision for a TIA at the discretion of the CBJ Community Development Director.

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For this development these intersections include:

- N Douglas Highway / Fish Creek Road (Eaglecrest Road)
- N Douglas Highway / Juneau-Douglas Bridge Roundabout

The Juneau-Douglas Bridge currently averages more than 13,000 ADT and S Douglas Highway roundabout averages more than 6,800 ADT. No additional intersections beyond the Juneau-Douglas Bridge roundabout are required by CBJ Code.

4.0 CONCLUSION

The Eaglecrest Ski Area is proposing to expand operations into the summer season providing visitors with gondola ride, food, and gift shop services. Since coach bus ridership to the development is unknown, a sensitivity analysis indicated a range of daily trips between approximately 644 and 206 trips with PM peak hour trips ranging between 96 and 32 trips, respectively. From the sensitivity analysis a TIA is not required by 17 AAC 10.060, due to the peak hour trips falling below 100 for any hour of any day analyzed.[12] Based upon CBJ code, the need for a TIA of this development is most likely at the discretion of the Community Development Department Director, with an ADT between 250 and 500 trips.

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Eaglecrest Traffic Impact Analysis Preliminary Data

Existing winter seasonal traffic data

on average Eaglecrest will have 50,000 ticketed winter visitors over a 90 operating days	50000
average number of people per day	556
Historically Eaglecrest used the metric that on average 2.5 people arrive per car resulting in 222 one way trips	222
Eaglecrest will receive an average of 100 additional non ticketed users on operating days divded by out 2.5 per vehicle average equals	40
Eaglecrest will have on average 70 employees arrive to the mountain independently	70
Total average one way trips during winter season	332
Total average daily trips (ADT) round trips	**664**

Future anticipated summer season Traffic Pattern

Assumptions mid bus density low independent traveler

Target visitation of 80,000 to 100,000 total visitors over a 140 day operating season.	
95% of the visitors will arrive to Eaglecrest in large motor coach busses	
Using the high case projection of 100,000 visitors 95,000 will be arriving on motor coaches	
Daily arrivals via motor coach	679
Assumption for this study is that motor coaches are only loaded to an average of 60% capacity with 30 people per motor coach	
Using the above assumption we will have 46 average daily motor coach trips on the road which include traffic to and from the site	46
As mentioned above 5% of visitors will arrive independently accounting for 5000 visitors or 36 visitors per day.	
Using the metrics from our winter assumptions, 2.5 vistors will be in each vehicle, creating a total of 30 total vehicle trips	30
Summer operations will require 50% fewer Employees than the winter accounting for 70 total vehicle trips	70
Total anticipated Average Daily Trips (ADT) round trips for summer operations	**146**

Assumptions Low buss density higher % independent traveler

Target visitation of 80,000 to 100,000 total visitors over a 140 day operating season.	
90% of the visitors will arrive to Eaglecrest in large motor coach busses	
Using the high case projection of 100,000 visitors 90,000 will be arriving on motor coaches	
Daily arrivals via motor coach	642
Assumption for this study is that motor coaches are only loaded to an average of 50% capacity with 25 people per motor coach	
Using the above assumption we will have 52 average daily motor coach trips on the road which include traffic to and from the site	52
As mentioned above 10% of visitors will arrive independently accounting for 10000 visitors or 71 visitors per day.	
Using the metrics from our winter assumptions, 2.5 vistors will be in each vehicle, creating a total of 58 total vehicle trips	58
Summer operations will require 50% fewer Employees than the winter accounting for 70 total vehicle trips	70
Total anticipated Average Daily Trips (ADT) for summer operations	**180**

If busses traveled at 100% capacity with the same independent traveler visitation Eaglecrest would be receiving 188,440 total visitors

Eaglecrest Scan Totals 2022/23 Season

Hooter Lift		
Date	Total Scans	Unique Passes
12/11/2022	3	2
12/15/2022	16	3
12/16/2022	376	197
12/17/2022	761	294
12/18/2022	330	153
12/21/2022	81	44
12/22/2022	231	97
12/23/2022	560	191
12/24/2022	821	407
12/26/2022	994	372
12/27/2022	616	239
12/28/2022	834	289
12/29/2022	809	281
12/30/2022	878	336
12/31/2022	878	340
1/1/2023	244	85
1/2/2023	545	239
1/3/2023	545	206
1/4/2023	538	202
1/6/2023	689	297
1/7/2023	1095	476
1/8/2023	930	396
1/11/2023	130	48
1/12/2023	76	53
1/13/2023	299	132
1/14/2023	1129	413
1/15/2023	727	350
1/16/2023	887	344
1/18/2023	142	100
1/19/2023	244	74
1/20/2023	229	97
1/21/2023	748	262
1/22/2023	926	422
1/24/2023		
1/26/2023	193	39
1/27/2023	390	82
1/28/2023	843	283
1/29/2023	626	258
2/1/2023	304	174
2/2/2023	403	193
2/3/2023	1194	500
2/4/2023	3456	1011
2/5/2023	2858	911
2/8/2023	680	274
2/9/2023	539	244
2/10/2023	1015	462
2/11/2023	3057	933
2/12/2023	1084	422
2/15/2023	1323	347
2/16/2023	1316	487
2/17/2023	1823	608
2/18/2023	2338	818
2/19/2023	2826	722
2/20/2023	1995	671
2/22/2023	413	173
2/23/2023	513	184
2/24/2023	947	345
2/25/2023	4051	1225
2/26/2023	2799	865
3/2/2023	1141	474
3/3/2023	1420	608
3/4/2023	3551	1070
3/5/2023	2220	712
3/8/2023	359	163
3/9/2023	693	221
3/10/2023	632	246
3/11/2023	2704	592
3/12/2023	1751	578
3/15/2023	959	302
3/16/2023	1014	190
3/17/2023	939	335
3/18/2023	2095	679
3/19/2023	737	276
3/20/2023	576	175
3/21/2023	1198	312
3/22/2023	1164	296
3/23/2023	1376	314
3/24/2023	1211	379
3/25/2023	1554	530
3/26/2023	2927	933
3/29/2023	550	260
3/30/2023	311	122
3/31/2023	464	211
4/1/2023	1764	695
4/2/2023	1680	689
4/5/2023	250	141
4/6/2023	171	93
4/7/2023	443	219
4/8/2023	3307	1107
4/9/2023	1222	537
4/11/2023		
Totals:	**95680**	**33131**

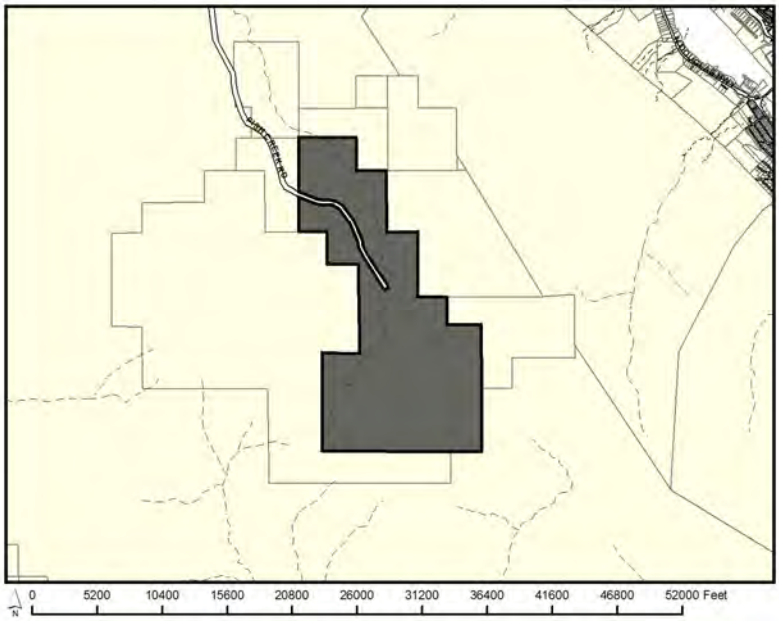
Ptarmigan Lift		
Date	Total Scans	Unique Passes
12/15/2022	2	1
12/16/2022	1313	278
12/17/2022	626	213
12/18/2022	345	113
12/21/2022	125	39
12/22/2022	219	68
12/23/2022	582	128
12/24/2022	1614	519
12/26/2022	2520	554
12/27/2022	1772	312
12/28/2022	847	297
12/29/2022	931	298
12/30/2022	1719	446
12/31/2022	1858	501
1/1/2023	1	1
1/2/2023	1656	338
1/3/2023	1590	279
1/4/2023	987	262
1/6/2023	1568	430
1/7/2023	2558	607
1/8/2023	376	220
1/11/2023	365	95
1/12/2023	380	125
1/13/2023	515	168
1/14/2023	1299	480
1/15/2023	1133	430
1/16/2023	1130	346
1/18/2023	972	212
1/19/2023	355	93
1/20/2023	409	151
1/21/2023	898	277
1/22/2023	3039	578
1/24/2023	1	1
1/26/2023	4	3
1/27/2023	1	1
1/28/2023	1590	369
1/29/2023	1209	305
2/1/2023	1136	277
2/2/2023	1427	326
2/3/2023	2050	479
2/4/2023	2905	757
2/5/2023	2962	682
2/8/2023	2647	364
2/9/2023	1670	289
2/10/2023	1996	533
2/11/2023	3179	783
2/12/2023	1556	370
2/15/2023	2109	371
2/16/2023	3673	532
2/17/2023	2042	485
2/18/2023	3493	715
2/19/2023	2098	537
2/20/2023	2217	523
2/22/2023	762	175
2/23/2023	637	159
2/24/2023	1401	319
2/25/2023	3780	973
2/26/2023	1101	433
3/2/2023	2169	515
3/3/2023	1303	461
3/4/2023	2665	725
3/5/2023	962	365
3/8/2023	298	100
3/9/2023	396	126
3/10/2023	275	124
3/11/2023	961	321
3/12/2023	785	281
3/15/2023	784	228
3/17/2023	2303	354
3/18/2023	1950	551
3/19/2023	426	155
3/20/2023	527	134
3/21/2023	1194	267
3/22/2023	569	193
3/23/2023	1143	266
3/24/2023	1125	304
3/25/2023	681	278
3/26/2023	2084	623
3/29/2023	371	166
3/30/2023	131	64
3/31/2023	304	124
4/1/2023	1137	430
4/2/2023	2574	593
4/5/2023	364	134
4/6/2023	133	64
4/7/2023	260	132
4/8/2023	1977	687
4/9/2023	801	323
4/11/2023	6	2
Totals:	**112008**	**28710**

Porcupine Only Tickets Sold	
	Total Sold
	550
Totals:	**550**

Nordic Tickets Sold		
	Day Tickets	Pass Add-On
	86	262
Totals:	**86**	**262**

Invitation to Comment

City Project Review & Conditional Use Permit for the Eaglecrest Summit House and Gondola.



CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

155 S. Seward Street Juneau, Alaska 99801

TO:

An application has been submitted for consideration and public hearing by the Planning Commission for a **City Project Review & Conditional Use Permit for the Eaglecrest Summit House and Gondola** at **3000 Fish Creek Road** in a **Rural Reserve (RR)** zone.

PROJECT INFORMATION:
Project Information can be found at:
https://juneau.org/community-development/short-term-projects

PLANNING COMMISSION DOCUMENTS:
Staff Report expected to be posted **July 31st, 2023** at
https://juneau.org/community-development/planning-commission
Find hearing results, meeting minutes, and more here, as well.

Now through July 17

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

July 18— noon, August 4

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

HEARING DATE & TIME: 7:00 pm, August 8, 2023

This meeting will be held in person and by remote participation. For remote participation: join the Webinar by visiting https://juneau.zoom.us/j/85938116675 and use the Webinar ID: 859 3811 6675 OR join by telephone, calling: 1-253-215-8782 and enter the Webinar ID (above).

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

August 9

The results of the hearing will be posted online.

FOR DETAILS OR QUESTIONS,

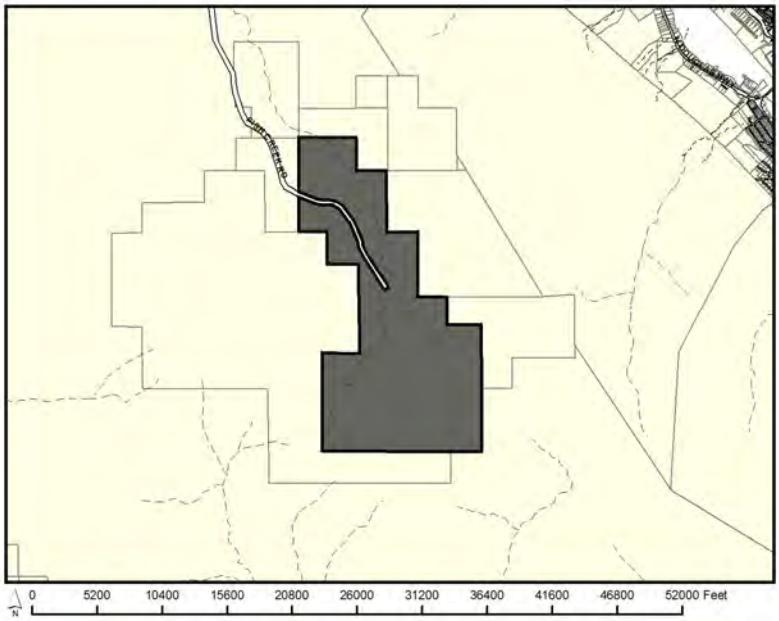
Phone: **(907)586-0753 ext. 4139**
Email: **pc_comments@juneau.gov or Jennifer.Shields@juneau.gov**
Mail: **Community Development, 155 S. Seward Street, Juneau AK 99801**

Case No.: USE2023 0009 & CSP2023 0001
Parcel No.: 3D1021000010
CBJ Parcel Viewer: http://epv.juneau.org

Printed June 27, 2023

Invitation to Comment

City Project Review & Conditional Use Permit for the Eaglecrest Summit House and Gondola.



CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

155 Heritage Way Juneau, Alaska 99801

TO:

An application has been submitted for consideration and public hearing by the Planning Commission for a **City Project Review & Conditional Use Permit for the Eaglecrest Summit House and Gondola** at **3000 Fish Creek Road** in a **Rural Reserve (RR)** zone.

PROJECT INFORMATION:
Project Information can be found at:
https://juneau.org/community-development/short-term-projects

PLANNING COMMISSION DOCUMENTS:
Staff Report expected to be posted **February 20th, 2024** at
https://juneau.org/community-development/planning-commission
Find hearing results, meeting minutes, and more here, as well.

Now through Feb. 5th

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

Feb. 6th— noon, Feb. 23rd

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

HEARING DATE & TIME: 7:00 pm, Feb. 27th, 2024

This meeting will be held in person and by remote participation. For remote participation: join the Webinar by visiting https://juneau.zoom.us/j/82129669482 and use the Webinar ID: 821 2966 9482 OR join by telephone, calling: 1-253-215-8782 and enter the Webinar ID (above).

You may also participate in person in City Hall Assembly Chambers, 155 Heritage Way, Juneau, Alaska.

Feb. 28th

The results of the hearing will be posted online.

FOR DETAILS OR QUESTIONS,

Phone: **(907)586-0753 ext. 4139**
Email: **pc_comments@juneau.gov or jennifer.shields@juneau.gov**
Mail: **Community Development, 155 Heritage Way, Juneau AK 99801**

Case No.: USE2023 0009 & CSP2023 0001
Parcel No.: 3D1021000010
CBJ Parcel Viewer: http://epv.juneau.org

Printed January 17, 2024

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

155 S. SEWARD STREET ▪ JUNEAU, ALASKA 99801
PHONE: 907-586-0715 ▪ FAX: 907-586-4589

PUBLIC SERVICE ANNOUNCEMENT
June 28, 2023

Planning Commission To Hear Eaglecrest Summer Development Plan August 8

Eaglecrest Ski Area is applying for a City Project Review & Conditional Use Permit (concurrently) to develop a number of amenities, including the following:

- Gondola with base station, upper station, and supporting structures
- "Summit House" warming hut
- Construction access roads
- Mountain bike trails
- Two Upper Fish Creek bridge crossings (each approx. 40 feet in length)
- Picnic pavilion near Cropley Lake
- Snow tubing park

Both applications will be heard by the CBJ Planning Commission at the Regular Planning Commission Meeting on Tuesday, August 8, 2023 at 7 p.m. in the Assembly Chambers.

For Zoom information, visit juneau.org/calendar.

Public Participation:
The public may participate in person or via Zoom webinar. Members of the public are encouraged to send their written comments in advance of the meeting to PC_Comments@juneau.gov. The deadline to submit written comments is 12 p.m. Friday, August 4, 2023.

For more information, please visit the Community Development Department's short term projects page at juneau.org/community-development/short-term-projects.

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CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
155 S. SEWARD STREET ▪ JUNEAU, ALASKA 99801 ▪ 907-586-5240

PUBLIC SERVICE ANNOUNCEMENT
July 31, 2023

Planning Commission Hearings on Eaglecrest Summer Development Plan Postponed

Eaglecrest Ski Area is applying for a City Project Review and a Conditional Use Permit (concurrently) to develop a number of amenities, including a gondola and Summit House lodge.

Hearings for both applications were originally scheduled for the Regular Planning Commission Meeting on Tuesday, August 8, 2023 at 7 p.m. in the Assembly Chambers. These hearings have been POSTPONED and will be rescheduled at a later date to be determined.

For more information, please contact the Community Development Department at 907-586-0715 or PC_Comments@juneau.org.

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CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
155 HERITAGE WAY ▪ JUNEAU, ALASKA 99801 ▪ 907-586-5240

PUBLIC SERVICE ANNOUNCEMENT
February 8, 2024

Planning Commission To Hear Eaglecrest Summer Development Plan February 27

Eaglecrest Ski Area is applying for a City Project Review & Conditional Use Permit (concurrently) to develop a number of amenities, including the following:

- Gondola with base station, upper station, and supporting structures
- "Summit House" warming hut
- Construction access roads
- Mountain bike trails
- Two Upper Fish Creek bridge crossings (each approx. 40 feet in length)
- Picnic pavilion near Cropley Lake
- Snow tubing park

Both applications will be heard by the CBJ Planning Commission at the Regular Planning Commission Meeting on Tuesday, February 27, 2024, at 7 p.m. in the Assembly Chambers.

For Zoom information, visit juneau.org/calendar.

Public Participation

The public may participate in person or via Zoom webinar. Members of the public are encouraged to send their written comments in advance of the meeting to PC_Comments@juneau.gov. The deadline to submit written comments is 12 p.m. Friday, February 23, 2024.

For more information, please visit the Community Development Department's short-term projects page at juneau.org/community-development/short-term-projects.

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Attachment L - Public Notice Sign Photos

Attachment L - Public Notice Sign Photos

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

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

COMMUNITY DEVELOPMENT DEPARTMENT - REQUEST FOR AGENCY COMMENT

DEPARTMENT: State of Alaska Department of Transportation and Public Facilities

STAFF PERSON/TITLE: Arthur Drown, Right of Way Agent, Southcoast Region Property Management

DATE: 12/26/2023

APPLICANT: Dave Scanlan, Eaglecrest General Manager

TYPE OF APPLICATION: CSP23-01 City Project Review and USE23-09 Conditional Use Permit

PROJECT DESCRIPTION:

The applicant is proposing several improvements to Eaglecrest's Ski Area. See the list below for details.

LEGAL DESCRIPTION: SECTION 31 T 41 S R 67 E CRM

PARCEL NUMBER(S): 3D1021000010

PHYSICAL ADDRESS: 3000 FISH CREEK RD

SPECIFIC QUESTIONS FROM PLANNER:

* Gondola with base station, upper station, and supporting structures
* Summit House" warming hut at the gondola's upper station, with a small snack bar, bathrooms, beer and wine bar, gift shop, and ski patrol station.
* Construction access roads
* Mountain bike trails
* Upper Fish Creek bridge crossing
* Picnic pavilion near Cropley Lake
* Snow tubing park

AGENCY COMMENTS:

The updated Trip Generation Memo provided by CBJ Planning the 19th of December satisfies the Departments request for additional analysis and data citation for the use of Eaglescrest winter operations as a basis for projecting future summer operations within the given Memo.

Though the projections in the Memo fall short of the threshold set in 17 AAC 10.060 for further analysis through a complete traffic impact analysis, should the actual peak hour trips generated by future development exceed the maximum projected peak hour traffic within the given Memo, the Department will require a traffic impact analysis to be conducted. Additionally, under 17 AAC 10.060, should the traffic generated detract from the safety of the highway, the applicant must perform a traffic impact analysis that meets the requirements of 17 AAC 10.070.

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155 S. Seward Street • Juneau, AK 99801

COMMUNITY DEVELOPMENT DEPARTMENT - REQUEST FOR AGENCY COMMENT

DEPARTMENT: Tourism

STAFF PERSON/TITLE: Alexandra Pierce - Tourism Manager

DATE: 8/1/23

APPLICANT: Dave Scanlan, Eaglecrest General Manager

TYPE OF APPLICATION: CSP23-01 City Project Review and USE23-09 Conditional Use Permit

PROJECT DESCRIPTION:

The applicant is proposing several improvements to Eaglecrest's Ski Area. See the list below for details.

LEGAL DESCRIPTION: SECTION 31 T 41 S R 67 E CRM

PARCEL NUMBER(S): 3D1021000010

PHYSICAL ADDRESS: 3000 FISH CREEK RD

SPECIFIC QUESTIONS FROM PLANNER:

* Gondola with base station, upper station, and supporting structures
* Summit House" warming hut at the gondola's upper station, with a small snack bar, bathrooms, beer and wine bar, gift shop, and ski patrol station.
* Construction access roads
* Mountain bike trails
* Upper Fish Creek bridge crossing
* Picnic pavilion near Cropley Lake
* Snow tubing park

AGENCY COMMENTS:

I don't see any information in the application about tour deployment, which will create most of the project's offiste impacts. It would be helpful to understand the tour model being considered. Will the applicant sell bus tickets as discrete tours (for example, a three hour tour with a start and end time) or will the applicant sell tours as more of a shuttle situation where there are buses running continuously to and from Eaglecrest? Will the tours be sold onboard the ship or in shoreside booths and online? Will there be a predictable tour deployment schedule or set hours of operation? Will there be a minimum number of guests booked before a tour is authorized to be scheduled? The first page of the narrative estimates 13 - 16 round-trip bus movements from downtown, but this seems low given that tour deployment typically happens by ship and by individual tours. Not all tours will fill up every day and the applicant needs to account for the ship schedule and how and when tours will be deployed to accurately estimate the impact of bus traffic.

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155 S. Seward Street • Juneau, AK 99801

COMMUNITY DEVELOPMENT DEPARTMENT - REQUEST FOR AGENCY COMMENT

DEPARTMENT: Department of Natural Resources

STAFF PERSON/TITLE: Kaitlyn Raffier/Southeast Regional Manager

DATE: 07/07/2023

APPLICANT: Dave Scanlan, Eaglecrest General Manager

TYPE OF APPLICATION: CSP23-01 City Project Review and USE23-09 Conditional Use Permit

PROJECT DESCRIPTION:

The applicant is proposing several improvements to Eaglecrest's Ski Area. See the list below for details.

LEGAL DESCRIPTION: SECTION 31 T 41 S R 67 E CRM

PARCEL NUMBER(S): 3D1021000010

PHYSICAL ADDRESS: 3000 FISH CREEK RD

SPECIFIC QUESTIONS FROM PLANNER:

* Gondola with base station, upper station, and supporting structures
* Summit House" warming hut at the gondola's upper station, with a small snack bar, bathrooms, beer and wine bar, gift shop, and ski patrol station.
* Construction access roads
* Mountain bike trails
* Upper Fish Creek bridge crossing
* Picnic pavilion near Cropley Lake
* Snow tubing park

AGENCY COMMENTS:

Eaglecrest/Dave Scanlan should continue to work with the Department of Natural Resources to obtain an authorization(s) for any use of state land regarding this project. Any planned construction or improvements to be placed on state land will go through the State's decision-making process and its own agency and public comment period. Thank you for the opportunity to review this application.

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155 S. Seward Street • Juneau, AK 99801

COMMUNITY DEVELOPMENT DEPARTMENT - REQUEST FOR AGENCY COMMENT

DEPARTMENT: Alaska Department of Fish and Game

STAFF PERSON/TITLE: Greg Albrecht Habitat Biologist

DATE: 6/29/23

APPLICANT: Dave Scanlan, Eaglecrest General Manager

TYPE OF APPLICATION: CSP23-01 City Project Review and USE23-09 Conditional Use Permit

PROJECT DESCRIPTION:

The applicant is proposing several improvements to Eaglecrest's Ski Area. See the list below for details.

LEGAL DESCRIPTION: SECTION 31 T 41 S R 67 E CRM

PARCEL NUMBER(S): 3D1021000010

PHYSICAL ADDRESS: 3000 FISH CREEK RD

SPECIFIC QUESTIONS FROM PLANNER:

* Gondola with base station, upper station, and supporting structures
* Summit House" warming hut at the gondola's upper station, with a small snack bar, bathrooms, beer and wine bar, gift shop, and ski patrol station.
* Construction access roads
* Mountain bike trails
* Upper Fish Creek bridge crossing
* Picnic pavilion near Cropley Lake
* Snow tubing park

AGENCY COMMENTS:

Fish Creek and many of its tributaries provide habitat for resident Dolly Varden Char throughout the Eaglecrest area up to Cropley Lake. A permit is not required for constructing a bridge over resident fish streams; however, should a culvert be considered at the proposed location or need arise for a culvert at other locations, a Fish Habitat Permit may be required and we would work directly with Eaglecrest in permitting.

We also recommend storing food and waste in bear-proof containers throughout construction and into operation of the proposed Summit House and Cropley picnic area.

Thank you for the opportunity to review and comment.

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

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www.juneau.org/CDD
155 S. Seward Street • Juneau, AK 99801

COMMUNITY DEVELOPMENT DEPARTMENT - REQUEST FOR AGENCY COMMENT

DEPARTMENT: Fire

STAFF PERSON/TITLE: Daniel Jager, Fire Marshal

DATE: 7-5-23

APPLICANT: Dave Scanlan, Eaglecrest General Manager

TYPE OF APPLICATION: CSP23-01 City Project Review and USE23-09 Conditional Use Permit

PROJECT DESCRIPTION:

The applicant is proposing several improvements to Eaglecrest's Ski Area. See the list below for details.

LEGAL DESCRIPTION: SECTION 31 T 41 S R 67 E CRM

PARCEL NUMBER(S): 3D1021000010

PHYSICAL ADDRESS: 3000 FISH CREEK RD

SPECIFIC QUESTIONS FROM PLANNER:

* Gondola with base station, upper station, and supporting structures
* Summit House" warming hut at the gondola's upper station, with a small snack bar, bathrooms, beer and wine bar, gift shop, and ski patrol station.
* Construction access roads
* Mountain bike trails
* Upper Fish Creek bridge crossings
* Picnic pavilion near Cropley Lake
* Snow tubing park

AGENCY COMMENTS:

There are no fire code issues at this time.

From: Bare, Charity M (DEC)
To: Jennifer Shields; dave.scanlan@eaglecrest.com
Cc: Peterson, Ryan E (DEC); Harris, Christina R (DEC); Zimmer, Raymond T (DEC)
Subject: RE: CSP23-01 & USE23-09 - Eaglecrest Ski Area Improvements
Date: Tuesday, June 20, 2023 1:36:53 PM
Attachments: Eaglecrest Ski Area RFI.pdf

Thank you for allowing us to comment on this project.
The water system for the Summit house will need to be reviewed and approved by the Drinking Water program if Summit House will serve more than 25 ppd. Water system plans will need to be designed and submitted by an engineer.
Also, Eaglecrest Ski Area water system does not currently have final approval to operate from the Drinking Water program. Please see the attached email for remaining information we need. Since more people will have access to the water system, it will be important to resolve these issues as soon as possible.
Thanks,

Charity Bare
ADEC Drinking Water Program
43335 Kalifornsky Beach Rd. Suite 11
Phone: (907) 262-3400

From: Jennifer Shields <Jennifer.Shields@juneau.gov>
Sent: Tuesday, June 20, 2023 11:20 AM
To: Bare, Charity M (DEC) <charity.bare@alaska.gov>
Cc: Peterson, Ryan E (DEC) <ryan.peterson@alaska.gov>; Harris, Christina R (DEC) <christina.harris@alaska.gov>
Subject: CSP23-01 & USE23-09 - Eaglecrest Ski Area Improvements

Some people who received this message don't often get email from jennifer.shields@juneau.gov. Learn why this is important

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

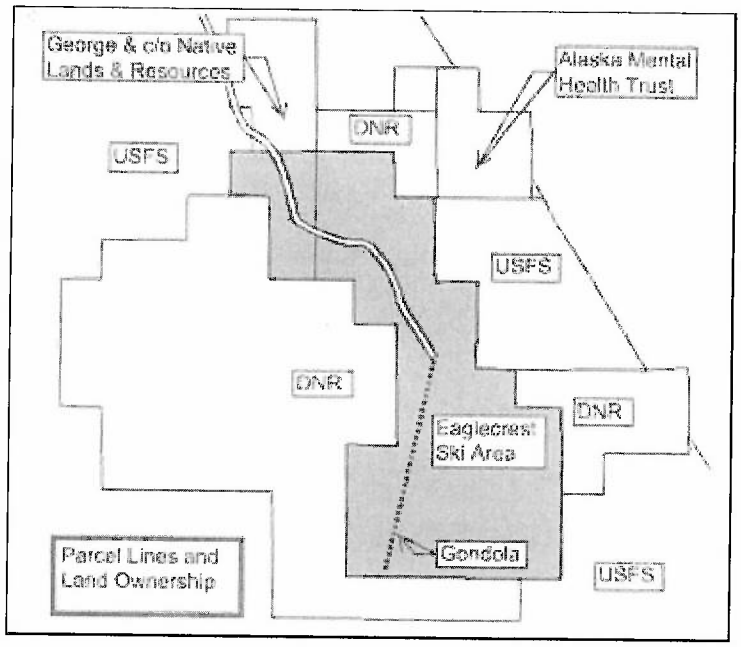
Hi Charity,

Thanks for requesting information regarding Eaglecrest Ski Area's City Project Review & Conditional Use Permit applications to develop a number of amenities, including the following:

- Gondola with base station, upper station, and supporting structures
- "Summit House" warming hut at the gondola's upper station, with a small snack bar, bathrooms, beer and wine bar, gift shop, and ski patrol station.
- Construction access roads
- Mountain bike trails
- Two Upper Fish Creek bridge crossings (each approx. 40 feet in length)

- Picnic pavilion near Cropley Lake
- Snow tubing park

Please see the attached applications and supporting information, which will be heard by the CBJ Planning Commission on August 8, 2023.



Agency Comments:

If you would like to submit formal comments on this development proposal, please submit them on the attached form, if possible, no later than Friday, June 30, 2023. If that does not give you enough time please just let me know and we'll work something out.

Thank you,

Jennifer L. Shields| Planner II
Community Development Department | City & Borough of Juneau, AK
Location: 230 S. Franklin Street, 4th Floor Marine View Building
Office: 907.586.0753 ext. 4139

Note: My email changed to jennifer.shields@juneau.gov beginning on December 5, 2022.

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

Fostering excellence in development for this generation and the next.

From: Peterson, Ryan E (DEC)
To: Jennifer Shields
Cc: Zimmer, Raymond T (DEC); Bare, Charity M (DEC); Harris, Christina R (DEC)
Subject: RE: CSP23-01 & USE23-09 - Eaglecrest Ski Area Improvements
Date: Monday, June 19, 2023 11:53:56 AM
Attachments: APPLICATIONS CSP23-01 & USE23-09.pdf
CSP23-01 & USE23-09 Agency Comments Form.pdf

Good Afternoon Jennifer,

Thank you for sharing this with the Department. Comments are as follows:

The submitted projects mention multiple proposed wastewater disposal systems. Requirements are consistent, but responses are provided for each proposed system or facility area:

- The Summit House Warming Hut proposal is to use composting toilets and grey water treated with an onsite drain field.
    - There is not enough information provided on the Clivus composting toilets to make a definitive statement on DEC regulations on this; however, every composting toilet is manufactured differently. From research this morning, some Clivus composting toilets (specifically for larger use facilities) require a leachate disposal system. A leachate disposal system requires a registered engineer to design and submit plans in accordance with 18 AAC 72 and meet applicable standards from the DEC at the time of construction. Ray may know more about the previously installed units too!
    - The grey water wastewater disposal system requires a registered engineer to design and submit plans in accordance with 18 AAC 72 and meet applicable standards from the DEC at the time of construction
- The Picnic Pavilion at Cropley Lake proposes to use a concrete vault privy. The vault privy requires a registered engineer to design and submit plans in accordance with 18 AAC 72 and meet applicable standards from the DEC at the time of construction
- The proposed Midway Station does not have any discussion of onsite-wastewater-disposal or water-supply. Since there is an operator, and guests that can get off at this stop, restroom facilities are very likely to be required. Please refer to UPC for any said requirements. Wastewater disposal facilities for such a facilty requires a registered engineer to design and submit plans in accordance with 18 AAC 72 and meet applicable standards from the DEC at the time of construction

Upon receipt of engineering plans, the Department would evaluate the proposed systems in accordance with 18 AAC 72 and provide comments at that time. Pre-application meetings can be asked for as well. Please work with Raymond Zimmer who would be the Departments wastewater review engineer.

Lastly, your proposal includes a few drinking water system improvements. As such I've also copied the Southeast Drinking Water engineer, Charity Bare, from the DEC in-case they would also like to provide any comments. I've also copied the Drinking Water program specialist that works with Eaglecrest, Christina Harris.

Please let me know if you have any additional questions. Thank you.

Ryan Peterson
Phone: 907-262-3402
septic.alaska.gov

From: Jennifer Shields <Jennifer.Shields@juneau.gov>
Sent: Monday, June 19, 2023 10:31 AM
To: Zimmer, Raymond T (DEC) <raymond.zimmer@alaska.gov>; Peterson, Ryan E (DEC) <ryan.peterson@alaska.gov>
Subject: CSP23-01 & USE23-09 - Eaglecrest Ski Area Improvements

Some people who received this message don't often get email from jennifer.shields@juneau.gov. Learn why this is important

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Zimmer & Mr. Peterson,

Eaglecrest Ski Area is applying for a City Project Review & Conditional Use Permit (concurrently) to develop a number of amenities, including the following:

- Gondola with base station, upper station, and supporting structures
- "Summit House" warming hut at the gondola's upper station, with a small snack bar, bathrooms, beer and wine bar, gift shop, and ski patrol station.
- Construction access roads
- Mountain bike trails
- Two Upper Fish Creek bridge crossings (approx. 40 feet in length)
- Picnic pavilion near Cropley Lake
- Snow tubing park

Please see that attached applications and supporting information, which will be heard by the CBJ Planning Commission on August 8, 2023.

Edward & Kathryn Hansen
1008 Fish Creek Rd
Juneau, AK 99801

July 24, 2023

CBJ Planning Commission
155 S Seward St
Juneau, AK 99801

SENT VIA EMAIL

RE: Eaglecrest Ski Area Conditional Use Permit Application

Dear Planning Commission Members & Staff,

We live at the bottom of the hill on Fish Creek Road. The current traffic has become very dangerous. We have contacted the Police Department, State Troopers, Eaglecrest Manager, Tourism Best management practices, and the individual companies and only **one bus** has slowed down. We were told by one company they could not slow down because they are on a schedule.

Fish Creek Rd/Eaglecrest road was a very heavily used area to walk and kids riding bikes but most no longer walk there due to the dangerous traffic. We use to walk it ourselves but are afraid to at this time.

Our major concern is the increased traffic and danger presented by the failure to follow speed limits and rules of road. In the analysis of this combined conditional use permit there needs to be some analysis of the amount of traffic currently using the road as well as the combination of the size of vehicles/buses. Who are the four summertime tour operators currently using the facilities and how much traffic is generated from each with what size busses and will they continue operations when the gondola starts operating?

We would recommend that if the permit is issued it is with the following conditions.

- **Seasonal speed bumps put in place for the summer time traffic to slow them down.**
- **Lower the speed limit to 20.**
- **A roundabout or a three way light.**
- A walking trail be developed alongside the road and protected from the traffic.
- Enforcement of speed limits and rules of the road. Currently the bike tours do not bother to stop at the stop sign or the company tries to stop the traffic on the highway to allow the bike to go thru without stopping. There have been some very close incidents where someone could have easily been killed.

We are supporters of Eaglecrest, everyone in our family skis but the current disregard by the summer tourism operators about following the rules of the road must be addressed before increased large busses are added to the mix. We have lived at 1008 Fish Creek Road since 2018 but our previous house was only 3 driveways down the highway at 9369 North Douglas Highway where we lived since 2000.

The amount of bus (both small & large) traffic has increased substantially and everyone is in a hurry going speeds that are unsafe. There are a lot of people on North Douglas Highway are not real happy with the increased traffic.

Thank you for considering our concerns. Please feel free to contact us for additional information or to discuss our concerns and suggested remedies.

Sincerely,

Edward R Hansen

Ed Hansen

Kathy Hansen
907-465-7667 (cell not state number)

Planning Commission
(907) 586-0715
PC_Comments@juneau.org
www.juneau.org/community-development/planning-commission
155 S. Seward Street • Juneau, AK 99801

PLANNING COMMISSION
NOTICE OF RECOMMENDATION

Date: February 28, 2024
File No.: CSP2023 0001

City and Borough of Juneau
CBJ Assembly Members
155 Heritage Way
Juneau, AK 99801

Proposal:	City Project Review for Eaglecrest Ski Area, located in a Rural Reserve (RR) Zone, including a gondola, Summit House lodge, construction access roads, mountain bike trails, Upper Fish Creek bridge crossings, a picnic pavilion near Cropley Lake, and a snow tubing park.
Property Address:	3000 Fish Creek Road
Legal Description:	SECTION 31 T 41 S R 67 E CRM
Parcel Code No:	3D1021000010
Hearing Date:	February 27, 2024

The Planning Commission, at a regular public meeting, adopted the analysis and findings listed in the attached memorandum dated February 20, 2024, and recommended that the Assembly direct CBJ staff to design and build the project in accordance with USE2023 0009.

Attachments: February 20, 2024, memorandum from Jennifer Shields, Community Development, to the CBJ Planning Commission regarding CSP2023 0001.

February 27, 2024, Additional Materials, Public Comments.

This Notice of Recommendation constitutes a recommendation of the CBJ Planning Commission to the City and Borough Assembly. Decisions to recommend an action are not appealable, even if the recommendation is procedurally required as a prerequisite to some other decision, according to the provisions of CBJ 01.50.020(b).

mandy cole
Mandy Cole, Chair
Planning Commission

3/25/24
Date

Lily Hagerup
Filed With Municipal Clerk

3/27/2024
Date

cc: Plan Review

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

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

PLANNING COMMISSION STAFF
CITY PROJECT REVIEW CSP2023 0001
HEARING DATE: FEBRUARY 27, 2024

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

DATE: February 20, 2024

TO: Mandy Cole, Chair, Planning Commission

BY: Jennifer Shields, Planner II *Jennifer Shields*

THROUGH: Jill Lawhorne, Director, AICP

PROPOSAL: Applicant requests a City Project Review for Eaglecrest Ski Area, located in a Rural Reserve (RR) Zone, including a gondola, Summit House lodge, construction access roads, mountain bike trails, Upper Fish Creek bridge crossings, a picnic pavilion near Cropley Lake, and a snow tubing park.

STAFF RECOMMENDATION: Approval with conditions.

KEY CONSIDERATIONS FOR REVIEW:

- Summer amenities have been contemplated in plans for 40 years.
- Since 2019, ESA has hosted over 40 public meetings and conducted a public survey, with a gondola the top choice.
- The CBJ Assembly purchased the gondola in 2021.
- The CBJ Assembly has entered into a Revenue Sharing Agreement with Goldbelt, Inc.

GENERAL INFORMATION	
Property Owner	City and Borough of Juneau
Applicant	Dave Scanlan, Eaglecrest General Manager
Property Address	3000 Fish Creek Road
Legal Description	SECTION 31, T41S R67E CRM
Parcel Number	3D1021000010
Zoning	Rural Reserve (RR)
Land Use Designation	Resource Development (RD) Stream Protection Corridor (SC)
Lot Size	1,377 acres (59,982,120 square feet)
Water/Sewer	On-site water and on-site sewer
Access	Fish Creek Road
Existing Land Use	Ski Resort
Associated Applications	USE2023-0009

ALTERNATIVE ACTIONS:

1. **Amend:** amend the recommendation to include conditions and recommend approval to the Assembly.
2. **Deny:** recommend denial of the proposed project. Planning Commission must make its own findings.
3. **Continue:** continue the hearing to a later date if determined that additional information or analysis is needed to make a decision, or if additional testimony is warranted.

ASSEMBLY ACTION REQUIRED:
A Notice of Recommendation will be forwarded to the Assembly for further action.

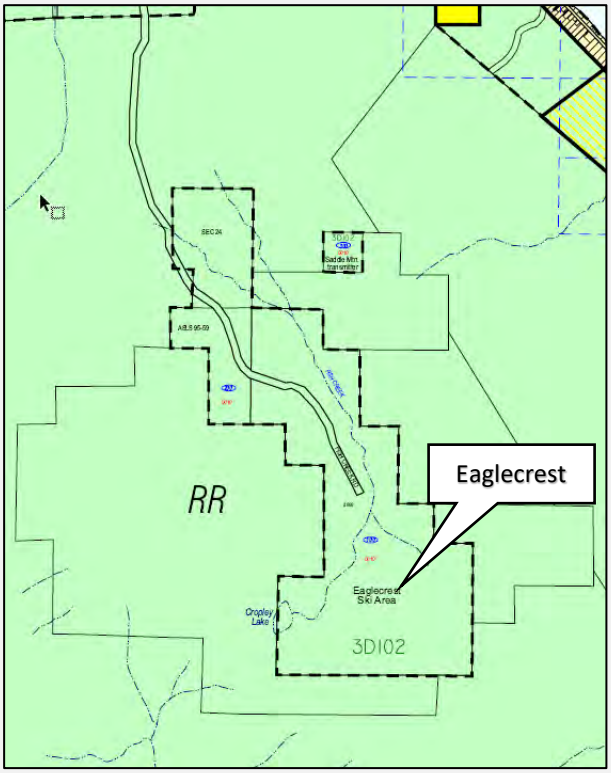
STANDARD OF REVIEW:

- Quasi-legislative decision
- Requires five (5) affirmative votes for approval.
- Code Provisions:
  - CBJ 49.15.580(a)
  - CBJ 49.35.800
  - CBJ 49.80

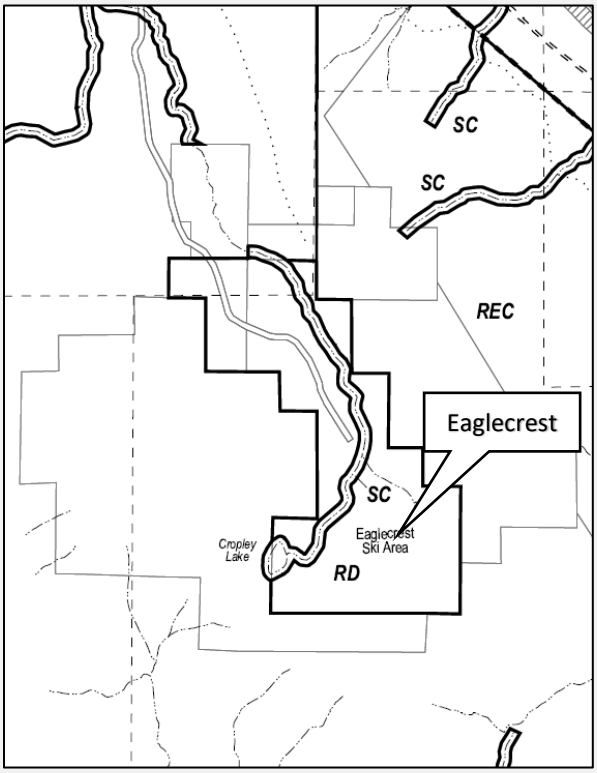
The Commission shall hear and decide the case per CBJ 49.15.580(a) - CBJ Project Review: *The commission shall review all proposed City and Borough capital improvement projects estimated to cost $500,000 or more for consistency with this title. The commission may review, at the director's discretion, all proposed City and Borough capital projects estimated to cost more than $250,000 but less than $500,000. The commission may recommend conditions on and modifications to any project reviewed by the commission through a notice of recommendation. The notice of recommendation shall be forwarded to the assembly for further action.*

CBJ 49.10.170(c) Planning Commission Duties: *The commission shall review and make recommendations to the assembly on land acquisitions and disposals as prescribed by Title 53, or capital improvement project by any City and Borough agency. The report and recommendation of the commission shall be based upon the provisions of this title, the comprehensive plan, and the capital improvements program.*

CURRENT ZONING MAP



LAND USE DESIGNATION MAP



SURROUNDING LAND USES AND ZONING

Direction	Zoning District	Land Use
North	Rural Reserve (RR)	Vacant, State of Alaska DNR & George Heirs c/o Native Lands & Resources
South	Rural Reserve (RR)	Vacant, State of Alaska DNR & U.S. Forest Service
East	Rural Reserve (RR)	Vacant, State of Alaska DNR & U.S. Forest Service
West	Rural Reserve (RR)	Vacant, State of Alaska DNR & U.S. Forest Service

BACKGROUND INFORMATION

Project Description –

Eaglecrest Ski Area (ESA) is a municipally owned ski area operated as a special revenue fund of the City and Borough of Juneau (CBJ). Although ESA has a history of serving the winter recreation needs of the community, the ski area and its' existing infrastructure sit idle for seven months out of the year. ESA desires to execute on summer development concepts that have been contemplated in planning documents for nearly 40 years, as discussed below.

ESA is currently proposing to develop a number of amenities, including (Attachment A):

- Gondola with base station, midway station, summit station, and supporting structures
- Summit House lodge at the gondola's summit station, with a small snack bar, bathrooms, beer and wine bar, gift shop, and ski patrol station
- Construction access roads
- Mountain bike trails
- Upper Fish Creek bridge crossings
- Picnic pavilion near Cropley Lake
- Snow tubing park

The overall design of the summer development plans involves keeping commercial summer activities isolated to the far west side of the ESA property, thereby preserving local residents experience of hiking the road to the top of the Ptarmigan or Black Bear chairlifts.

The table below summarizes relevant history for the subject parcel and proposed development.

Year	Item	Summary
1975	Funding	Federal Land and Water Conservation Funding permanently restricting conversion of any property interest, including leases, to private use.
1975	Building	Maintenance shop constructed.
1977	Building	Caretaker's cabin constructed.
1980	Plan	ESA Comprehensive Development Plan
1982	Land Selection	Bureau of Land Management (BLM) decision on conveyance of land to the State of Alaska.
1983	ADL #101676	State of Alaska decision on conveyance of lands to CBJ and reservation of a 50-foot-wide access along both sides of Fish Creek and Cropley Lake.
1983	Funding	Federal Land and Water Conservation Funding permanently restricting conversion of any property interest, including leases, to private use.
1983	Plan	ESA Base Area Land Use Study
1990	Survey	BLM Survey
1995	Survey	Alaska State Land Survey No. 95-59
1998	Patent	State of Alaska Patent 16431 to CBJ
1998	Plat	Plat 98-10 (Alaska State Land Survey No. 95-59)
2000	City Project Review & Conditional Use Permit	CSP2000-00012 and USE2000-00071 to mine and process rock and soil fill materials.
2000	City Project Review & Conditional Use Permit	CSP2000-00008 and USE2000-00056 to construct a snow tubing area including a surface lift.
2005	Conditional Use Permit	USE2005-00060 for the Alaska Zipline Adventures Tour.
2006	City Project Review & Conditional Use Permit	CSP2006-00008 and USE2006-00065 for a new Mid-Mountain Chairlift.
2007	City Project Review	CSP2007-00015 to allow a power line.

2008	City Project Review	CSP2008-0001 to construct an access road to the FAA tower.
2008	Easement	Overhead electrical easement from CBJ to AELP along Fish Creek Road.
2008	City Project Review	CSP2008-0013 to replace the existing Platter Pull surface lift with a new beginner chairlift.
2012	Master Plan	ESA Master Plan.
2013	City Project Review	CSP2013-0029 to construct Eaglecrest Learning Center, a new 8,660 square foot, two-story building.
2013	City Project Review	CSP2013-0020 to lease part of ESA for a new cell tower.
2019	Task Force	ESA Summer Development Task Force created.
2019	Plan	ESA Summer Development Plan.
2019	Public Survey	Summer development public engagement and survey (Attachment B).
2021	Ordinance	2021-08(b)(am)(Z)(am) for the gondola purchase (Attachment C).
2021	Ordinance	2021-08(b)(am)(AP) for the gondola capital improvement project with general funds (Attachment D).
2022	Ordinance	2022-06(b)(AD) for the gondola capital improvement project with Goldbelt, Inc. funds (Attachment E).
2022	Ordinance	2022-63 Revenue Sharing Agreement with Goldbelt, Inc. (repealed, Attachment F).
2022	Pre-Application Conference	PAC2022-0040 to add a gondola, summit house, construction access roads, mountain bike trails, upper Fish Creek bridge crossings, picnic pavilion near Cropley Lake, and a snow tubing park (Attachment A).
2023	Ordinance	2023-08 Revenue Sharing Agreement with Goldbelt, Inc. (Attachment G).
2023	Memorandum	Trip Generation Memorandum dated December 20, 2023, analyzing traffic impacts of the proposed development and approved by ADOT&PF (Attachment H).
2024	Memorandum	Trip Generation Memorandum dated January 10, 2024, analyzing traffic impacts of the proposed development and approved by the Community Development Director (Attachment I).

ANALYSIS

CBJ 49.05.100 - Purpose and intent. The purpose and Intent of the Title 49 Land Use Code is:

(1) To achieve the goals and objectives, and implement the policies, of the Juneau comprehensive plan, and coastal management program;
(2) To ensure that future growth and development in the City and Borough is in accord with the values of its residents;
(3) To identify and secure, for present and future residents, the beneficial impacts of growth while minimizing the negative impacts;
(4) To ensure that future growth is of the appropriate type, design and location, and is served by a proper range of public services and facilities such as water, sewage, and electrical distribution systems, transportation, schools, parks and other public requirements, and in general to promote public health, safety and general welfare;
(5) To provide adequate open space for light and air; and
(6) To recognize the economic value of land and encourage its proper and beneficial use.

Leadership in Energy and Environmental Design (LEED) Exemption –

CBJ 49.35.800 requires that CBJ buildings costing over $5 million achieve a minimum level of LEED Certification.

Initially, ESA's focus will be on constructing and making the gondola operational. After that, ESA will design a permanent Summit House lodge and associated engineering costs accordingly.

Temporary relocatable structure(s) will be employed at the summit station for seasonal shelter for summer patrons in the event that the Summit House construction is delayed a season. The estimated cost for a temporary structure(s) similar to the one shown to the right is $1.5 million, and LEED Certification would not be required.

COMMUNITY SERVICES

Service	Summary
Urban Service Boundary	Outside
Water/Sewer	On-site Water and On-site Sewer
Fire Service Area	Outside
Schools	No CBJ school is directly impacted by this project.
Recreation	ESA is a CBJ recreation area per Municipal Code 67.05.

ENVIRONMENTAL, CONSERVATION, HISTORIC, AND ARCHEOLOGICAL RESOURCES

The table below summarizes Conservation, Historic, and Archeological Resources which may be affected by the Emergency Department addition and site modifications.

Resource	Summary
Conservation Areas	No
Wetlands	Yes
Anadromous	No (non-anadromous within ESA parcel)
Impaired Waterbodies	No
Historic	No (nearby by not affected: Treadwell Ditch & Maintenance Trail, Main Branch)
Archeological	No
Comprehensive Plan Viewsheds	No

CONFORMITY WITH ADOPTED PLANS

2013 COMPREHENSIVE PLAN VISION: *The City and Borough of Juneau is a vibrant State Capital that values the diversity and quality of its natural and built environments, creates a safe and satisfying quality of life for its diverse population, provides quality education and employment for its workers, encourages resident participation in community decisions and provides an environment to foster state-wide leadership.*

The CBJ 2013 Comprehensive Plan maps ESA as a Resource Development (RD) Area. In addition, Fish Creek runs through the middle of the ski area and is designated as a Stream Protection Corridor (SC).

PLAN	Chapter	Page No.	Item	Summary
2013 Comprehensive Plan	5 – Economic Development	53	Policy 5.6	*TO ENCOURAGE TOURISM, CONVENTION AND OTHER VISITOR-RELATED ACTIVITIES THROUGH THE DEVELOPMENT OF APPROPRIATE FACILITIES AND SERVICES, WHILE PROTECTING JUNEAU'S NATURAL, CULTURAL AND ECONOMIC ATTRACTIONS FOR LOCAL RESIDENTS AND VISITORS ALIKE, AND TO PARTICIPATE IN THE ACCOMMODATION OF THE FUTURE GROWTH OF TOURISM IN A MANNER THAT ADDRESSES BOTH COMMUNITY AND INDUSTRY CONCERNS.*
	5 – Economic Development	53	5.6 – SOP4	*Develop Eaglecrest as a year-round local and regional recreation and tourist facility.*
	9 – Parks, Recreation, Trails, and Natural Area Resources	124	Policy 9.1	*TO PROVIDE QUALITY DISPERSED OUTDOOR RECREATIONAL OPPORTUNITIES AND TO ACQUIRE AND DEVELOP SUFFICIENT LOCAL PARKS AND RECREATIONAL FACILITIES IN LOCATIONS CONVENIENT TO ALL AREAS OF THE CBJ. PLACES GIVEN PRIORITY FOR NEW FACILITIES INCLUDE RAPIDLY DEVELOPING AREAS AND CURRENTLY DEVELOPED AREAS THAT LACK ADEQUATE PARKS AND RECREATION FACILITIES.*
	9 – Parks, Recreation, Trails, and Natural Area Resources	126	9.1 – IA24	*Encourage development of additional facilities at, and provision of electric energy from the CBJ's existing electrical grid to the Eaglecrest ski area.*

PLAN	Chapter	Page No.	Item	Summary
	11 – Land Use Maps	193	Subarea 8 Guidelines and Considerations	*11. As much as is practical and efficient, coordinate recreational and maintenance activities and shared use of facilities and equipment and coordinate management activities with the Eaglecrest Facility and programs. Many of the facilities at Eaglecrest can serve both skiers and non-skiers and both winter and off-season recreational activities and events. Shared use and year-round use of the Eaglecrest facilities and lands should be encouraged and facilitated.*
2012 Eaglecrest Ski Area Master Plan	IV.	47	Goals & Objectives	• *Identifying opportunities to expand summer recreation activities and facilities; and* • *Enhance summer revenue generation.*
2015 Economic Development Plan	5 – Action Plan for Juneau's Economy	66	Attract and Prepare the Next Generation Workforce: Objectives and Actions	*Action 4-B: Actively support amenities that attract and retain Juneau's workforce, including recreational, arts, and cultural amenities, such as Eaglecrest, the ice rink, swimming pools, libraries, museums, and outdoor recreation area.*

AGENCY REVIEW

CDD conducted an agency review comment period between June 16, 2023, and December 26, 2023. Below is a summary of agency comments that were received for the proposed development. Agency comments can also be found in Attachment M.

Agency	Summary of Comments
CBJ CCFR	"There are no fire code issues at this time."
CBJ Building Dept.	"Building has no issues at this time."
CBJ General Engineering	"No comments at this time."
CBJ Police Dept.	No comments provided.
CBJ Tourism	"I don't see any information in the application about tour deployment, which will create most of the project's offsite impacts. It would be helpful to understand the tour model being considered. Will the applicant sell bus tickets as discrete tours (for example, a three-hour tour with a start and end time) or will the applicant sell tours as more of a shuttle situation where there are buses running

Agency	Summary of Comments
	continuously to and from Eaglecrest? Will the tours be sold onboard the ship or in shoreside booths and online? Will there be a predictable tour deployment schedule or set hours of operation? Will there be a minimum number of guests booked before a tour is authorized to be scheduled? The first page of the narrative estimates 13 - 16 round-trip bus movements from downtown, but this seems low given that tour deployment typically happens by ship and by individual tours. Not all tours will fill up every day and the applicant needs to account for the ship schedule and how and when tours will be deployed to accurately estimate the impact of bus traffic."
AK Dept. of Environmental Conservation – Septic Division	"The submitted projects mention multiple proposed wastewater disposal systems. Requirements are consistent, but responses are provided for each proposed system or facility area: The Summit House warming hut proposal is to use composting toilets and grey water treated with an onsite drain field. o There is not enough information provided on the Clivus composting toilets to make a definitive statement on DEC regulations on this; however, every composting toilet is manufactured differently. From research this morning, some Clivus composting toilets (specifically for larger use facilities) require a leachate disposal system. A leachate disposal system requires a registered engineer to design and submit plans in accordance with 18 AAC 72 and meet applicable standards from the DEC at the time of construction. Raymond Zimmer may know more about the previously installed units. o The grey water wastewater disposal system requires a registered engineer to design and submit plans in accordance with 18 AAC 72 and meet applicable standards from the DEC at the time of construction. The Picnic Pavilion at Cropley Lake proposes to use a concrete vault privy. The vault privy requires a registered engineer to design and submit plans in accordance with 18 AAC 72 and meet applicable standards from the DEC at the time of construction. The proposed Midway Station does not have any discussion of onsite-wastewater-disposal or water-supply. Since there is an operator, and guests that can get off at this stop, restroom facilities are very likely to be required. Please refer to UPC for any said requirements. Wastewater disposal facilities for such a facility requires a registered engineer to design and submit plans in accordance with 18 AAC 72 and meet applicable standards from the DEC at the time of construction. Upon receipt of engineering plans, the Department would evaluate the proposed systems in accordance with 18 AAC 72 and provide comments at that time. Pre-application meetings can be asked for as well. Please work with Raymond Zimmer who would be the Departments wastewater review engineer.

Agency	Summary of Comments
AK Dept. of Environmental Conservation – Drinking Water	"The water system for the Summit house will need to be reviewed and approved by the Drinking Water program if Summit House will serve more than 25 ppd. Water system plans will need to be designed and submitted by an engineer. Also, Eaglecrest Ski Area water system does not currently have final approval to operate from the Drinking Water program. Please see the attached email for remaining information we need. Since more people will have access to the water system, it will be important to resolve these issues as soon as possible."
AK Dept. of Transportation & Public Facilities	"The updated Trip Generation Memo provided by CBJ Planning the 19th of December [dated a day later, December 20, 2023] satisfies the Department's request for additional analysis and data citation for the use of Eaglecrest winter operations as a basis for projecting future summer operations within the given Memo. Though the projections in the Memo fall short of the threshold set in 17 AAC 10.060 for further analysis through a complete traffic impact analysis, should the actual peak hour trips generated by future development exceed the maximum projected peak hour traffic within the given Memo, the Department will require a traffic impact analysis to be conducted. Additionally, under 17 AAC 10.060, should the traffic generated detract from the safety of the highway, the applicant must perform a traffic impact analysis that meets the requirements of 17 AAC 10.070."
AK Dept. of Fish & Game	"Fish Creek and many of its tributaries provide habitat for resident Dolly Varden Char throughout the Eaglecrest area up to Cropley Lake. A permit is not required for constructing a bridge over resident fish streams; however, should a culvert be considered at the proposed location or need arise for a culvert at other locations, a Fish Habitat Permit may be required, and we would work directly with Eaglecrest in permitting. We also recommend storing food and waste in bear-proof containers throughout construction and into operation of the proposed Summit House and Cropley picnic area. Thank you for the opportunity to review and comment."
AK Dept. of Natural Resources	"Eaglecrest / Dave Scanlan should continue to work with the Department of Natural Resources to obtain an authorization(s) for any use of state land regarding this project. Any planned construction or improvements to be placed on state land will go through the State's decision-making process and its own agency and public comment period. Thank you for the opportunity to review this application."
U.S. Army Corps of Engineers	No comments provided.
U.S. Fish & Wildlife Service	No comments provided.
U.S. Forest Service	No comments provided.

PUBLIC COMMENTS

CDD conducted a public comment period between June 27, 2023 and July 17, 2023 for the originally scheduled Commission meeting, and from January 17, 2024 and February 23, 2024 for the February 27, 2024 Commission meeting. Public notice was mailed to property owners within 500-feet of the proposed development during both timeframes (Attachment J).

Due to ESA's community-wide interest, location, and few neighboring properties, Public Service Announcements were published through CBJ's Public Information Office on June 28, 2023, and February 9, 2024 (Attachment K).

A public notice sign was posted near the lower ESA parking lot, and another public notice sign was posted near the intersection of North Douglas Highway and Fish Creek Road, two weeks prior to both scheduled hearings (Attachment L).

One public comment was received at the time of writing this staff report and can be found in its' entirety in Attachment N.

Name	Summary
Edward and Kathy Hansen	Traffic and safety concerns, especially of speed limits and rules of the road.

FINDINGS

In accordance with CBJ 49.15.580, staff finds the proposed gondola, Summit House lodge, and other amenities comply with Title 49 Land Use Code and are in general conformity with adopted plans, specifically the 2013 Comprehensive Plan, the 2015 Economic Development Plan, and the 2012 Eaglecrest Ski Area Master Plan.

RECOMMENDATION

Staff recommends the Planning Commission adopt the Director's analysis and findings and forward a recommendation of APPROVAL to the CBJ Assembly for the requested gondola, Summit House lodge, and other amenities.

STAFF REPORT ATTACHMENTS

Item	Description
Attachment A	Application Packet
Attachment B	2019 Public Meetings List and Public Survey Results
Attachment C	Ordinance 2021-08(b)(am)(Z)(am) Gondola Purchase
Attachment D	Ordinance 2021-08(b)(am)(AP) Gondola Purchase
Attachment E	Ordinance 2022-06(b)(AD) Gondola Purchase
Attachment F	Ordinance 2022-63 Revenue Sharing Agreement with Goldbelt, Inc. (repealed)
Attachment G	Ordinance 2023-08 Revenue Sharing Agreement with Goldbelt, Inc.
Attachment H	Trip Generation Memo dated December 20, 2023
Attachment I	Trip Generation Memo dated January 10, 2024
Attachment J	Public Notices
Attachment K	Public Service Announcements
Attachment L	Public Notice Sign Photos

Item	Description
Attachment M	Agency Comments
Attachment N	Public Comments

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

DEVELOPMENT PERMIT APPLICATION

NOTE: Development Permit Application forms must accompany all other Community Development Department land use applications. This form and all documents associated with it are public record once submitted.

To be completed by Applicant

PROPERTY LOCATION

Physical Address: Eaglecrest Ski Area, 3000 Fish Creek Road, Juneau, Alaska

Legal Description(s) (Subdivision, Survey, Block, Tract, Lot): SECTION 31 T 41 S R 67 E CRM

Parcel Number(s): 3D1021000010

☐ This property is located in the downtown historic district
☐ This property is located in a mapped hazard area, if so, which _____

LANDOWNER/ LESSEE

Property Owner: CBJ
Contact Person: Dave Scanlan
Mailing Address: 155 South Seward Street, Juneau AK 99801
Phone Number(s): 907.790.2000
E-mail Address: Dave.Scanlan@eaglecrest.com

LANDOWNER/ LESSEE CONSENT

Required for Planning Permits, not needed on Building/ Engineering Permits.

Consent is required of all landowners/ lessees. If submitted with the application, alternative written approval may be sufficient. Written approval must include the property location, landowner/ lessee's printed name, signature, and the applicant's name.

I am (we are) the owner(s)or lessee(s) of the property subject to this application and I (we) consent as follows:
A. This application for a land use or activity review for development on my (our) property is made with my complete understanding and permission.
B. I (we) grant permission for the City and Borough of Juneau officials/employees to inspect my property as needed for purposes of this application.

Dave Scalan — Eaglecrest General Manager
Landowner/Lessee (Printed Name) — Title (e.g.: Landowner, Lessee)

x Dave Scanlan — Digitally signed by Dave Scanlan Date: 2023.06.05 08:36:39 -08'00' — 6.5.23
Landowner/Lessee (Signature) — Date

_____
Landowner/Lessee (Printed Name) — Title (e.g.: Landowner, Lessee)

x _____ _____
Landowner/Lessee (Signature) — Date

NOTICE: The City and Borough of Juneau staff may need access to the subject property during regular business hours. We will make every effort to contact you in advance, but may need to access the property in your absence and in accordance with the consent above. Also, members of the Planning Commission may visit the property before a scheduled public hearing date.

APPLICANT — If same as LANDOWNER, write "SAME"

Applicant (Printed Name): Dave Scanlan
Contact Person:
Mailing Address: CBJ, 155 South Seward Street, Juneau Ak 99801
Phone Number(s): 907.790.2000
E-mail Address: Dave.Scanlan@eaglecrest.com

x Dave Scanlan — Digitally signed by Dave Scanlan Date: 2023.06.05 08:38:02 -08'00' — 6.5.2023
Applicant's Signature — Date of Application

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

Intake Initials: JLS

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Case Number: CSP23-001
Date Received: 6-6-23

Attachment A - Application Packet

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

CITY/STATE PROJECT AND LAND ACTION REVIEW APPLICATION

See reverse side for more information regarding the permitting process and the materials required for a complete application.

NOTE: Must be accompanied by a DEVELOPMENT PERMIT APPLICATION form.

To be completed by Applicant

PROJECT SUMMARY

Construct a gondola and summit house at Eaglecrest ski Area. Work includes construction of associated utilities, access roads and multiuse recreational trails, borrow sites, recreational structures and facilities.

TYPE OF PROJECT REVIEW: ☑ City Project Review ☑ State Project Review

PROJECT NUMBERS ASSOCIATED WITH PROPOSAL:

Is this project associated with any other Land Use Permits? YES Case No.: USE23-09 NO

Capital Improvement Program # (CIP) E28-102

Local Improvement District # (LID) _____

State Project # _____

ESTIMATED PROJECT COST: $ 10M

ALL REQUIRED MATERIALS ATTACHED

- ☑ **Complete application**
- ☑ **Pre-Application notes** (if applicable)
- ☑ **Narrative including:**
  - Current use of land or building(s)
  - Proposed use of land or building(s)
  - How the proposed project complies with the Comprehensive Plan
  - How the proposed project complies with the Land Use Code (Title 49)
- ☑ **Site Plan** (details on page 2)

NOTE: This application is <u>required</u> even if the proposed project is associated with other Land Use permits.

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

CITY/STATE PROJECT FEES	Fees	Check No.	Receipt	Date
Application Fees (≥$2.5M)	$ 1,600			
Pub. No. Sign Fee	$ 50.00			
Pub. No. Sign Deposit	$ 100.00			
TOTAL FEES	$ 1,750.00			

This form and all documents associated with it are public record once submitted.

<u>INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED</u>

For assistance filling out this form, contact the Permit Center at 586-0770.

Case Number	Date Received
CSP23-001	6-7-23

City/State Project and Land Action Review Information

City and State project review is outlined in CBJ 49.15.580

Each application for a City/State Project is reviewed by the Planning Commission at a public hearing. The permit procedure is intended to provide the Commission the flexibility necessary to make recommendations tailored to individual applications.

Application: An application for a City/State Project Review will not be accepted by the Community Development Department until it is determined to be complete. The items needed for a complete application are:

1. **Forms:** Completed City/State Project Review Application and Development Permit Application forms.
2. **Fees:** No application fee required for projects that cost less than $2.5 million. For projects costing more than this amount, the fee is $1,600.00. All City/State Project and Land Action Applications must pay public notice sign fees. All fees are subject to change.
3. **Project Narrative:** A detailed narrative describing the project.
4. **Plans:** All plans are to be drawn to scale and clearly show the items listed below:
    a. Plat, site plan, floor plan and elevation views of existing and proposed structures and land;
    b. Existing and proposed parking areas, including dimensions of the spaces, aisle width and driveway entrances;
    c. Proposed traffic circulation within the site including access/egress points and traffic control devices;
    d. Existing and proposed lighting (including cut sheets for each type of lighting);
    e. Existing and proposed vegetation with location, area, height and type of plantings; and,
    f. Existing physical features of the site (i.e. drainage, eagle trees, hazard areas, salmon streams, wetlands, etc.)

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

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

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

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

Hearing: All City/State Project Review Permit Applications must be reviewed by the Planning Commission. Once an application has been deemed complete and has been reviewed by all applicable parties the Community Development Department will schedule the requested permit for the next appropriate meeting. The Planning Commission will make a recommendation based on staff's analysis and forward it to the Assembly for final approval/denial.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Eaglecrest Gondola and Summit House Project Narrative

Introduction:
Eaglecrest Ski Area is located in the middle of Douglas Island at the end of Fish Creek road. Eaglecrest Ski Area has a long history of serving the winter recreation needs of the community since the opening in 1977. Current visitation during the winter season ranges from 30,000 to 60,000 annual visits over the course of a typical 94-day winter operating season. This translates to 320 to 640 average daily visitors. Current peak visitation during the winter season will reach 1500 visitors in a single day. Parking capacity is designed to hold 700 vehicles in addition to our bus drop off zone.

Eaglecrest has two primary day use lodges – Porcupine and Fish Creek – which house administrative offices, equipment rental shop, equipment repair shop, retail shop, restrooms, and general seating areas. The ski area has a potable water treatment system authorized under Public Water System ID# AK2110643. The wastewater needs are accommodated by an in-ground septic system. The water and wastewater systems have a design capacity for 1500 daily visitors.

The ski area and its existing infrastructure currently sits virtually idle for 7 months out of the year. The proposed Gondola and Summit House project is intended to change this by enabling Eaglecrest to cater to summer visitors as well as winter snow sports enthusiasts. The target summer visitation once the operation has matured is to serve a total of 80,000 to 100,000 total visitors over a 140-day summer operating season. This translates to 571 to 714 average daily visitors, which is consistent with our current average winter usage. It is anticipated that 95% of the proposed summer visitors will arrive at Eaglecrest on tour buses from the cruise boat docks. This translates to between 13 and 16 round trip bus trips per day between Eaglecrest and downtown Juneau.

All the Eaglecrest core infrastructure – parking, transportation, water, and wastewater – is designed to handle far greater daily capacities than the visitation numbers expected as a result of the proposed Gondola summer adventure experiences.

History of Planning and Summer Operations
Overtime, the ski area has made various efforts to expand into summer operations, most famously in the mid-1980s with the installation of fiberglass bubbles on the Ptarmigan chair combined with a ridgetop hiking trail network. Eaglecrest began working with summer concessionaires again in 2006 with the construction of their Zipline Canopy Tour. During the summer season of 2023 Eaglecrest will be working with four different summer tour operators providing a wide array of outdoor experiences.

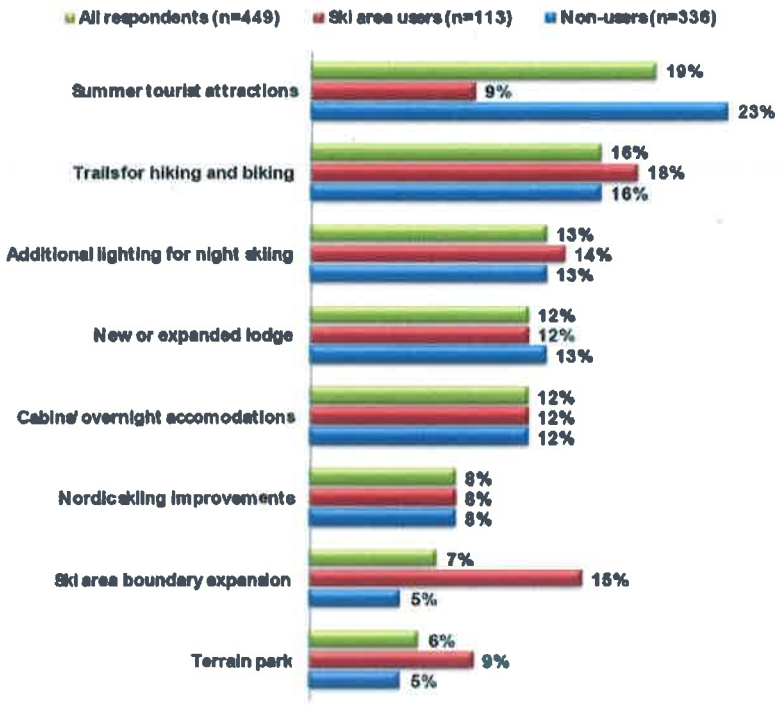
During the Eaglecrest Board 2008 Strategic Planning Process, the Board developed the following Mission and Vision Statements

Mission: Eaglecrest Ski Area is a community-owned winter recreation area and a year-round destination for outdoor recreation and education, providing a wide range of affordable non-motorized winter and summer outdoor recreational activities.

Vision: By 2010, Eaglecrest Ski Area will be a broadly supported, year-round recreation center with appropriate infrastructure for both public and commercial use.

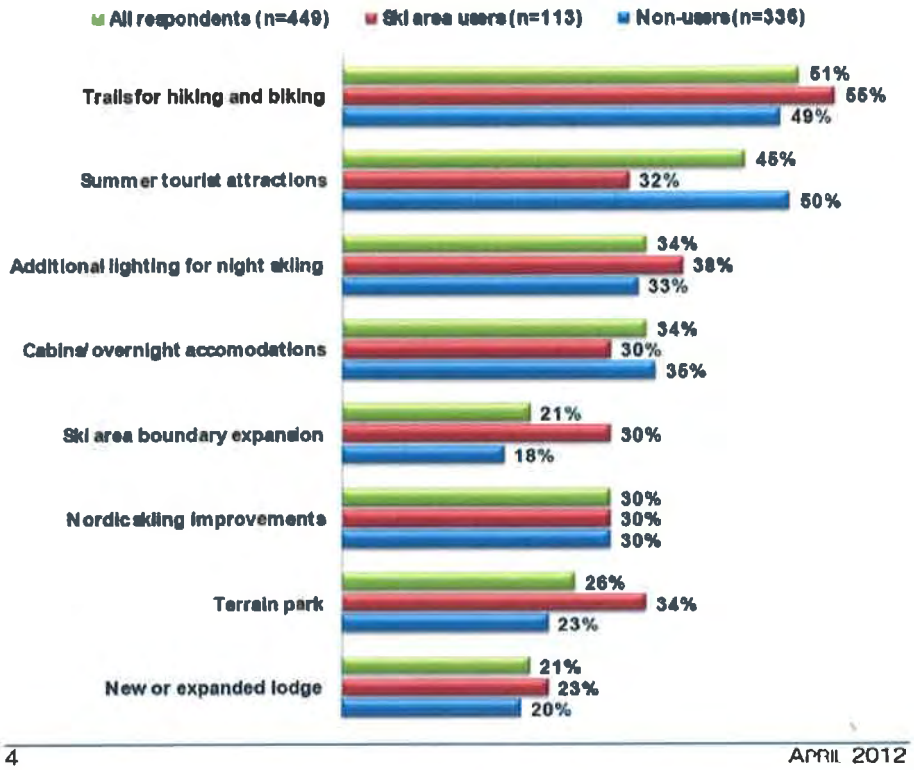
In 2012 Eaglecrest contracted with the SE Group, North America's premier ski area master planning firm, to update the Ski Area Master Plan. The SE Group subcontracted with the McDowell Group and performed extensive public research through telephone and online surveys. This survey research included a random sample telephone survey of Juneau residents. The telephone survey was conducted from September 30, 2011, to October 4, 2011, and included a sample size of 449 adults. The survey is statistically representative of the overall Juneau adult population, with a maximum margin of error of ± 4.5% at the 95% confidence level.

Chart 2:
Eaglecrest Development Options – Ranked as Most Important



The two charts shown here reflect the top choices from the community for development options ranked as Most Important and Very Important. From a total response of 449 participants, 67% ranked development of trails for hiking and biking as desired development activities. Summer tourist attractions closely followed in second place with a total combined score of 64%.

Chart 1:
Eaglecrest Development Options – Percent Ranking Very Important



Eaglecrest Ski Area began planning the expansion of operations into the summer months in the fall of 2018, contracting with Gravity Logic to conduct a comprehensive analysis and design a trail system layout for exclusive use by gravity powered mountain bikes. By the spring of 2019, the Eaglecrest Board and General Manager expanded their planning to design a full suite of summer outdoor recreation activities that would include these mountain bike trails. Official public outreach began on July 1, 2019, when Eaglecrest presented their plans to the CBJ Public Works and Facilities Committee and the North Douglas Neighborhood Association. Multiple additional public outreach meetings occurred throughout the summer of 2019. On October 14, 2019, CBJ Mayor Weldon create the Eaglecrest Summer Operations Task Force to help advance the concept.

Eaglecrest Summer Operations Task Force Purpose

The purpose of the task force was to research and explore potential business models for the development of Eaglecrest for summer tourism growth. The goal was to better understand the range of business models, costs, and potential revenues from possible summer operations investments.

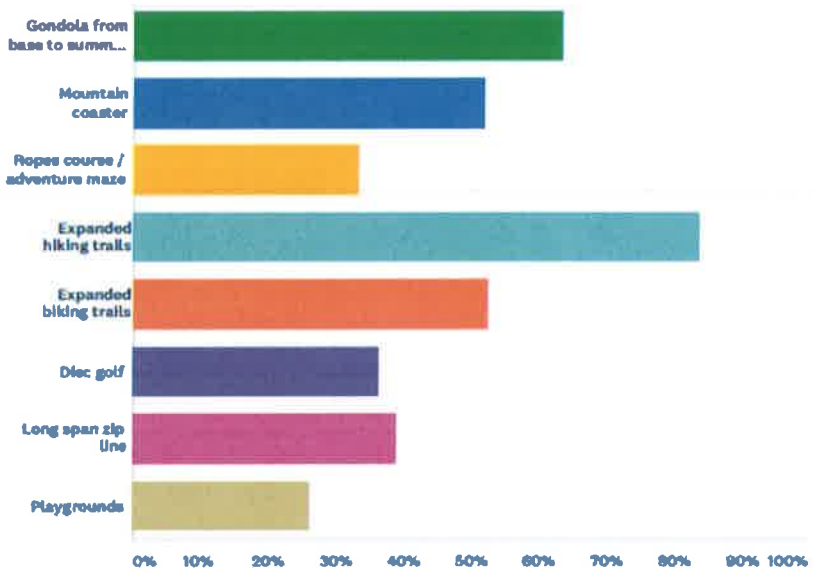
The Summer Operations Task Force met seven times between December of 2019 and March of 2022. In total, the Eaglecrest Board of Directors and General Manager hosted 40 public meetings where Summer Operations or the Gondola topic was discussed. Eaglecrest also solicited opinions on desired activities via a public survey hosted on the Eaglecrest Website. A specific Summer Operations web page was also launched in 2019 where planning documents and financial

projections were posted for the public to view. Shortly before the Assembly took public comment on the ordinance to approve the purchase of the Gondola, the Eaglecrest General Manager hosted a public webinar that included an extensive questions and answer session. Below you will see the traffic spike to the website and statistics from participation in this webinar. We were able to estimate that between 150 and 200 people attended the live webinar. This is very high attendance for CBJ Capital Project Public Meetings.

Eaglecrest 2020 Survey:

Q5 What summer activities would you explore if offered at Eaglecrest?

Answered: 147 Skipped: 0



ANSWER CHOICES	RESPONSES	
Gondola from base to summit (Pittman's Ridge)	63.27%	93
Mountain coaster	51.70%	76
Ropes course / adventure maze	33.33%	49
Expanded hiking trails	83.67%	123
Expanded biking trails	52.38%	77
Disc golf	36.05%	53
Long span zip line	38.78%	57
Playgrounds	25.85%	38
Total Respondents: 147		

Eaglecrest Gondola Webinar and Information Webpage activity:

EAGLECREST SUMMER DEVELOPMENT PAGE - RECENT ACTIVITY

WEBINAR RECORDING - VIEWS

Pulse Gondola Webinar + Q&A | 2.23.22

201 views • Feb 25, 2022 • Dave Scanlan presents the case for the

WEBINAR - LIVE VIEWS

During the public webinar + Q&A session, we noticed a peak attendance of 138 participants on zoom; some people left early and others joined the meeting late. While we do not have an exact number, we estimate that between 150-200 Juneau residents tuned in live for at least part of the webinar.

Long Term Financial Sustainability of Eaglecrest:

The primary reason that Eaglecrest has pursued expansion of operations into the summer season is to ensure the long-term viability of the ski area. Eaglecrest is structured as a Special Revenue fund through CBJ, which means that the Ski Area is not intended to turn a profit year over year and will rely on CBJ General Funds. Thanks to CBJ Assembly investment in improving Eaglecrest's snowmaking infrastructure, Eaglecrest has been able to grow usage patterns and revenue even in the face of erratic weather that has historically had a very negative impact on annual revenue.

Even though Eaglecrest has grown revenue, they have also had to grow the annual CBJ General Fund support to be able to keep up with the increasing fixed costs of ski area operations, record high inflation on goods and services, and dramatic increases to labor costs.

Despite recent increases to base wage rates, Eaglecrest continues to pay below ski industry norms for most positions and expects to continue to see increases in labor expense to retain and recruit skilled staff necessary to operate the area. Eaglecrest is now in its 46th year of operations and as such, the physical plant will need major capital investment over the next 10 years to update the aging primary ski lifts. In collaboration with the City Manager and Finance Director, we have not been able to find a capital plan that would fund the needed $10 to $15 million dollars needed for ski lift upgrades without creating new revenue.

Purchase of Pulse Gondola from Austria:

After the onset of the COVID 19 Pandemic, the Eaglecrest Board instructed the General Manager to continue efforts to move forward with finding capital partners and begin the shift into year round mountain operations. In November of 2021, the Eaglecrest Manager was contacted by a sales associate from Steel Head Systems and notified of a high-quality fixed grip gondola that was going to be decommissioned and sold in May of 2022. In December, the Eaglecrest Manager began working with Assembly Member Bryson on a funding package to purchase the gondola, provide for its transportation from Austria to Juneau and perform preliminary engineering for installation at Eaglecrest. Ordinance 2021-08(b)(am)(z) funding the purchase of the gondola was introduced at the February 7, 2022, Assembly meeting. The Assembly received public testimony at the February 28, 2022, meeting, and subsequently approved the ordinance funding the purchase of the gondola.

Shortly after the Assembly approved the purchase of the gondola, Goldbelt Inc., Juneau's urban Native Alaska Corporation, contacted the Eaglecrest Manager and expressed interest in being a capital partner to install the gondola and construct the Summit House and trail system. Over the course of the last year, the Eaglecrest Manager has worked the CBJ City Manager, CBJ Legal Counsel, and the Goldbelt Executive Team and their Legal Counsel to enter into a Revenue Sharing Agreement in exchange for $10 Million dollars in development capital. It is expected that this process will be completed in its entirety, including an appropriation of $10M in spending authority, by June 9, 2023.

Consistency with the CBJ Comprehensive Plan:

Eaglecrest's Gondola and Summit House installation and expansion into Summer Operations is supported within many sections of the CBJ Comprehensive Plan. Sourcing funding for infrastructure improvements through public private partnerships is mentioned multiple times. Below are some examples of the sections of the Comprehensive plan where you will find this

support for Eaglecrest's expansion into summer operations and attracting additional capital through public private partnerships (*emphasis added*).

Chapter 5: Tourism and Visitors – Winter Tourism

Juneau has potential to develop as a winter tourism destination, with attractions such as winter scuba diving and more traditional winter sports attracting increasing numbers of visitors. *Efforts to promote Eaglecrest as a year-round outdoor recreation destination in Juneau and the surrounding region should continue*. Improvements have been made to upgrade the lodge building, the parking area, chair lifts and the ski trails, all of which have increased Eaglecrest's appeal as a winter destination. *Private-public partnerships have been developed recently - and should continue to be cultivated - to provide summer season activities to extend enjoyment of the area year round.*

Chapter 5: Policy 5.6 and SOP 4

- TO ENCOURAGE TOURISM, CONVENTION AND OTHER VISITOR-RELATED ACTIVITIES THROUGH THE DEVELOPMENT OF APPROPRIATE FACILITIES AND SERVICES, WHILE PROTECTING JUNEAU'S NATURAL, CULTURAL AND ECONOMIC ATTRACTIONS FOR LOCAL RESIDENTS AND VISITORS ALIKE, AND TO PARTICIPATE IN THE ACCOMMODATION OF THE FUTURE GROWTH OF TOURISM IN A MANNER THAT ADDRESSES BOTH COMMUNITY AND INDUSTRY CONCERNS.
- *5.6 - SOP4 Develop Eaglecrest as a year-round local and regional recreation and tourist facility*

Chapter 8: Transportation: North Douglas

Over the years, North Douglas Highway has experienced increased traffic from recreational users of North Douglas lands, shorelines and waters, in addition to increased resident traffic. Increased traffic is dangerous for pedestrians, joggers, bicyclists and students awaiting school bus service. The boat launch on the north shore of Douglas Island offers many recreational enthusiasts and visitors a world class, spectacular view scape of the Mendenhall Glacier and access to world class fishing. *Eaglecrest is working to be a year-round outdoor recreation destination*. In the years ahead, additional traffic associated with a North Douglas bridge connecting the West Douglas New Growth Area to the mainland may have impacts to the North Douglas Highway traffic capacity and safety, depending on the timing and intensity of development in West Douglas, the location and design of the bridge or crossing landing, and the location and type of roadway(s) leading to and from West Douglas. [Please also refer to Chapter 11, Subarea 9 North Douglas Highway and channel crossing discussions.]

Chapter 9: Parks, Recreation, Trails and Natural Area Resources: Opening Narrative

The Eaglecrest ski area, located on Douglas Island, is an important winter recreational resource to many Juneau families. *The management of the facility is seeking ways to provide year-round recreational activities for residents and visitors to make more efficient use of its resources.*

The Capital Improvement Program Six-Year Plan includes a prioritized listing of Parks and Recreation, Eaglecrest, and Centennial Hall projects. Funding is provided primarily through the CBJ budget, with occasional state funding through the legislative process. Other sources of funding should continue to be pursued.

Chapter 9: Policy 9.1 and Implementing Action 24: Policy 9.1

TO PROVIDE QUALITY DISPERSED OUTDOOR RECREATIONAL OPPORTUNITIES AND TO ACQUIRE AND DEVELOP SUFFICIENT LOCAL PARKS AND RECREATIONAL FACILITIES IN LOCATIONS CONVENIENT TO ALL AREAS OF THE CBJ. PLACES GIVEN PRIORITY FOR NEW FACILITIES INCLUDE RAPIDLY DEVELOPING AREAS AND CURRENTLY DEVELOPED AREAS THAT LACK ADEQUATE PARKS AND RECREATION FACILITIES.

9.1 - IA24 *Encourage development of additional facilities at, and provision of electric energy from the CBJ's existing electrical grid to the Eaglecrest ski area.*

Subarea 8: North and West Douglas Island: Guidelines for Subarea 8

11. As much as is practical and efficient, coordinate recreational and maintenance activities and shared use of facilities and equipment and coordinate management activities with the Eaglecrest Facility and programs. *Many of the facilities at Eaglecrest can serve both skiers and non-skiers and both winter and off-season recreational activities and events. Shared use and year-round use of the Eaglecrest facilities and lands should be encouraged and facilitated*.

Gondola Specifics:

Gondolas are a form of Aerial Conveyance typically found at ski areas and other tourist attractions. Per CBJ Title 49 land use code, with Eaglecrest being zoned Rural Reserve, Aerial Conveyance is allowed with a conditional use permit. Eaglecrest is home to Juneau's only ski area and currently has four aerial ropeway systems. The fixed Grip Pulsing Gondola that Eaglecrest will install has 12 enclosed cabins, each with a capacity of 15 passengers. The cabins will be configured into four pods of three cabins that will circulate on one fixed haul rope. The lift system, in this 4x3 configuration, will have a maximum capacity of 750 passengers per hour. The total ride time from bottom to top will take 7.5 minutes. There will be a midway station that will allow summer and winter passengers to load and unload mid-mountain. The pods will be arranged along the haul rope such that when the gondola stops all cabins will be at one of the three stations. The gondola will come to a complete stop for 45 seconds, allowing the passengers to load and unload.

The base station will be located adjacent to the Hooter Chair Lift base station at GPS coordinates 58°16'31.90"N - 134°30'52.52"W at an elevation of 1178 feet. The midway loading/unloading station will be located at GPS coordinates 58°15'57.99"N - 134°31'06.69"W at an elevation of 1734 feet. The top station will be located at GPS coordinates 58°15'25.22"N - 134°31'20.39"W at an elevation of 2710 feet. The gondola will have a horizontal length of 6,934 feet with a vertical gain of 1,588 feet. In addition to the base, mid and top stations, twenty-one vertical support towers will be required to support the gondola rope.

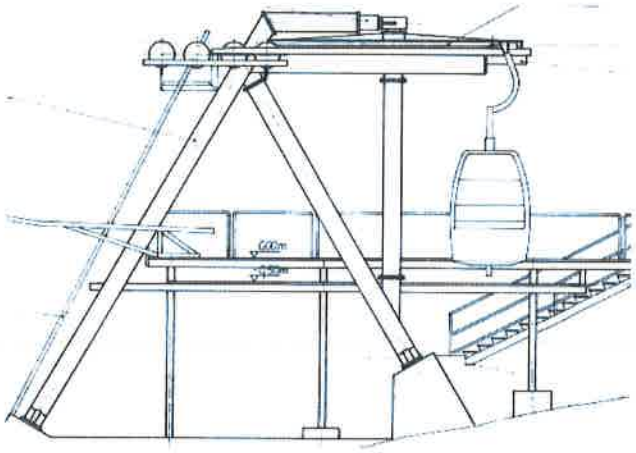
The gondola base station consists of a steel platform for queuing of loading and unloading passengers. The electric drive mechanism and hydraulic rope tensioning system are integral to the base station. The accompanying photo of the base station in Austria shows these features (see below). The Eaglecrest installation will have an operations building immediately adjacent to the loading platform to house the operator station and gondola electrical/controls systems.

A permanently mounted maintenance crane is integral to the base station and located at the end of the loading platform. The crane facilitates servicing and periodic repositioning of cabins along the haul rope. The base station's concrete foundations will be designed to support the addition of a roofed enclosure that could be installed at a future date, should operations dictate its need.

An all-new Midway Station will be constructed at the gondola's halfway point. Initially, the midway station will consist of an unroofed elevated steel grate platform for passenger loading and unloading, with a small operator shack to house the start/stop controls as well as control systems that will open and close the gondola cabin doors. The midway station's concrete

foundation will be designed to support the future addition of a steel roof structure to shelter the station from rain, snow, and ice. It is anticipated that construction of the midway station roof will occur sometime after the gondola is in operation, with timing dependent on budget constraints.

Like the base and midway stations, the summit station will also have steel platforms for passenger queuing during loading and unloading, and an adjacent operator's station. The summit terminal station will be fully enclosed by a steel framed structure that will be accented with tongue and groove wood paneling. This enclosure will be critical to the function of the Gondola as the summit station location is an area that is exposed to high winds and experiences regular rime icing events. The enclosure will protect critical machinery e.g., bullwheel and door opening mechanisms, and the three gondola cabins that will be parked at the summit terminal at nights, during storm events and during periods when the gondola is otherwise not operating. The wind protection that the enclosure will provide during operations will shelter the cabins as they dock, allowing the lift to run in higher winds than would be possible if the enclosure was not constructed. This structure will be designed to be built in two phases, with phase I being the construction of just the protective enclosure around the gondola terminal, and phase II being construction of the adjoining Summit House warming hut.



Temporary relocatable structure(s) will be employed at the top terminal for seasonal shelter for summer patrons in the event the Summit House construction is delayed a season.

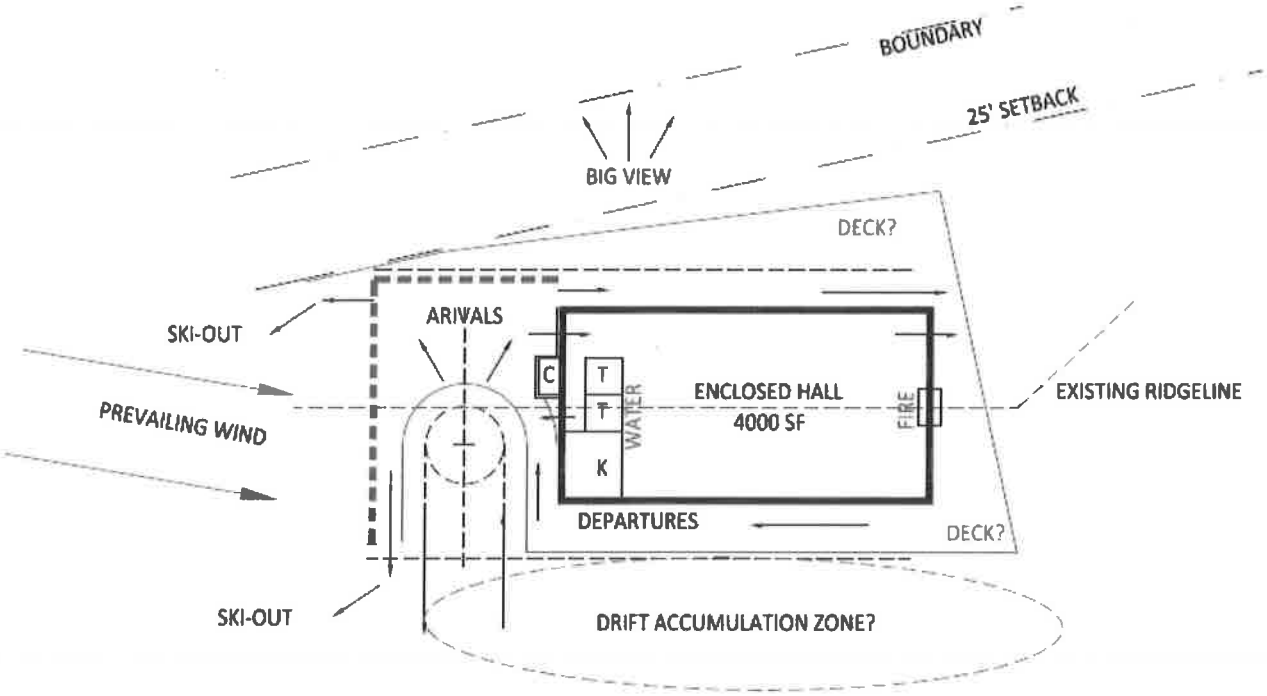
Summit House Warming Hut:

The Summit House will be utilized during both the summer and winter operating seasons. It will be integrated into the top terminal enclosure and be of similar construction – steel framed with wood paneling accents. The building will have 4,000 square feet of indoor space that will accommodate restrooms, banquet style food service area, small bar for beer and wine sales, and a large general seating area (the Great Room). All food preparation will be done in the Fish Creek Lodge's certified kitchen and transported to the Summit House in the Gondola cabins. Large decks on the South, West and North aspects of the building will allow guests to take in the panoramic mountain top views of Admiralty Island National Monument, Stephens Passage, Seymour Canal, Hogsback Mountain, Cropley Lake and Mt Ben Stuart. The entirety of the building will be constructed on Eaglecrest land, setback 25-ft from the property line between Eaglecrest and the neighboring State Land. The building will have a propane fueled fireplace to add ascthetic value to the great room and the exterior deck.

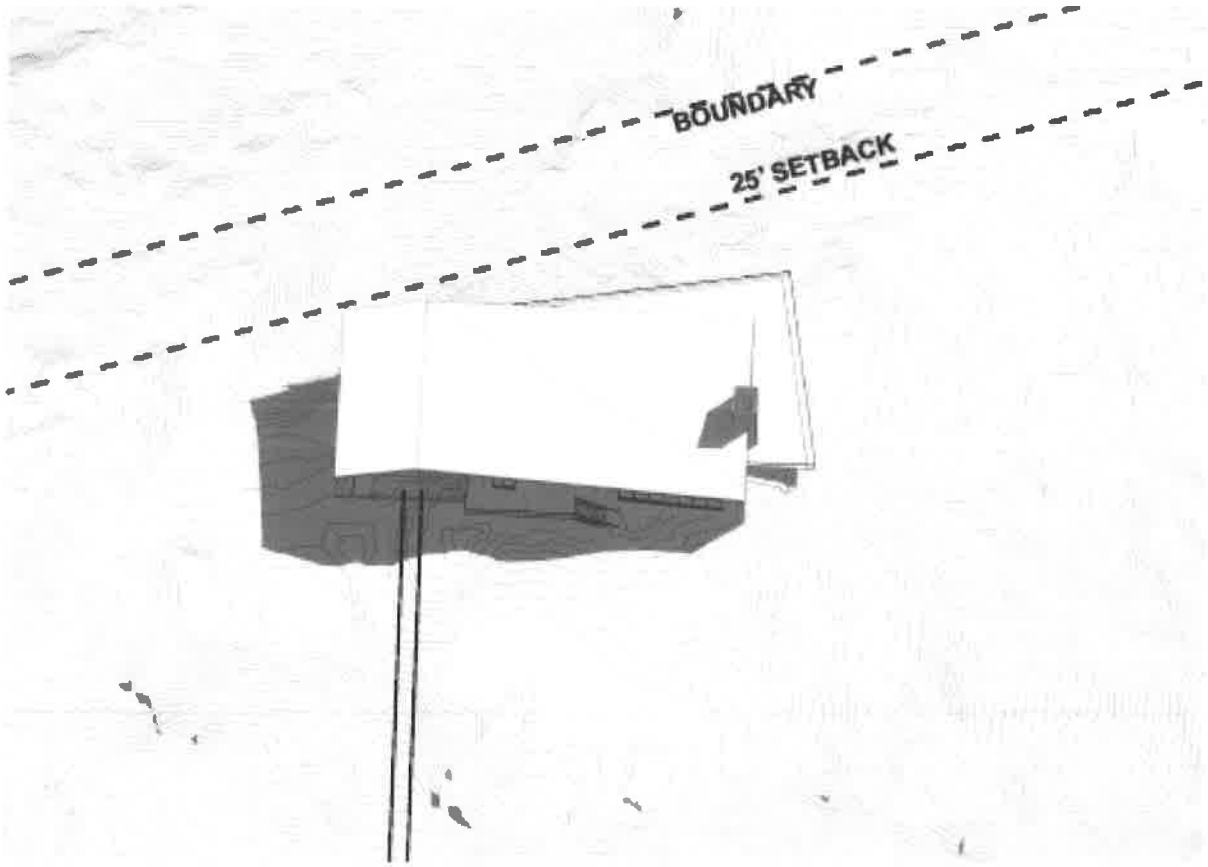
Water and wastewater systems for the summit house have yet to be designed. It is anticipated that a rainwater catchment and storage system will likely provide for all non-potable water needs of the building. A fire supression water storage tank and fire pump will be located in the utility room in the basement of the structure. Initally, potable water will be sourced from the Eaglecrest water treatment plant and transported to the summit house in approved containers loaded into the gondola cabins during the winter months or transported to the top via a transport vehicle during the summer months.

It is likely the toilet facilities will consist of high-end Clivus composting toilets similar to those found in the Eagles Nest, with all black water and solids composted or pumped off site. Grey water will likely be treated with an onsite drain field.

The building will ultimately be connected to AEL&P electricty, although a generator may be used initially.


BOUNDARY
25' SETBACK
BIG VIEW
DECK?
SKI-OUT
ARIVALS
C
T
T
WATER
ENCLOSED HALL
4000 SF
FIRE
EXISTING RIDGELINE
PREVAILING WIND
K
DEPARTURES
DECK?
SKI-OUT
DRIFT ACCUMULATION ZONE?

FLOOR PLAN


BOUNDARY
25' SETBACK

Picnic Pavillion at Cropley Lake:
A Timber Framed Post and Beam Picnic Pavillion wil be constructed at Cropley Lake. The structure will be primarily for summer use. The open structure will have a crushed gravel floor and a footprint of approximately 25 feet by 50 feet. This structure will have design elements similar to the picnic pavillions installed at Auke Recreation Area, Lena Cove and Auke Lake. The pavillion will have a large propane fueled fire pit where guests could roast S'mores while enjoying the views of Cropley Lake, Mt Ben Stuart and Hogsback Mountain. A concrete vault outhouse will be constructed adjacent to the pavillion site. A gravel road will be constructed from the gondola midway station to provide vehicular access to the site. The site will not have electrical service.

Construction Access Roads:
Three new primary access roads are required for the construction of the Gondola and Summit House. These roads will also provide postconstruction access for mountain activities and ongoing operations and maintenance.

Top Station Road –
A new 3,000-ft long, 16-ft wide access road will be constructed between the top of the Black Bear Chair (the end of the summer road) and the top terminal of the gondola. The route generally follows the skiers' winter hiking route from the top of Black Bear to the ridge above West Bowl, then follows the ridgetop westwards to the gondola termial site. The area is alpine in nature with exposed rock along the route. Rock blasting will be required in places to form the road bed. The majority of rock needed to construct this road is expected to be generated from road cuts along the route, including a significant rock cut at 58°15'26.14"N - 134°31'09.18"W. Additional rock will be sourced from the nearby established brorrow site at the top of the Williwaw ski trail at 58°15'39.05"N - 134°30'29.31"W. Blasting will also be required at this site.

Mid Mountain Road –
A new 2,600-ft long, 16-ft wide access road will be constructed between the end of the existing road at the top of Hooter Chair and the new gondola midway station. This road will continue on another 2,300-ft to the Cropley Lake Picnic Pavilion. Several shorter construction access tracks will spur off the mid-mountain road as needed for construction access to tower sites. The rock for the mid-mountain road will come from two on-mountain sources: an existing borrow source located at the bottom of the Inside Passage ski run (58°15'49.87"N - 134°30'09.05"W), and from a new borrow source to be developed adjacent to the new road (58°16'05.91"N - 134°30'54.00"W), a quarter mile in from the road's start near Hooter top terminal. The new borrow source will provide the bulk of the rock needed to build the mid-mountain road, the gondola tower construction access tracks, and for mid-mountain area trail construction. The rock required for site work at the midway station and picnic pavilion will also be sourced from this borrow site.

Lower Mountain Tower Access Road –
A new 2,500-ft long road will be constructed at the base of the ski area to provide construction and postconstruction maintenance access to gondola towers 3, 4 and 5. Rock to construct this

road will come from an established existing rock borrow source on Eaglecrest land adjacent to Fish Creek Road, a half-mile from the ski area parking lot (58°17'07.94"N - 134°31'51.07"W). Blasting will be required to produce rock at this site. Rock from this site will also be used for the expansion and hardening of the Lower Nordic Parking Lot located across the road from the rock source.

Additional hardened access trails will be contructed to other gondola tower sites to provide construction and maintenace access. These trails will be suitable for Eaglecrest's ATV and UTV maintenace vehicles.

Mountain Bike Trail Construction:
After gondola constuction is completed, many of the tower access trails and construction roads will be converted into Mountain Bike and hiking trails. In addition, new trail(s) will be constructed that will bisect the gondola line in as many locations as possible to provide a summer egress route if the gondola ever needs to be evacuated. This trail will require two bridge crossings over nonanadromous Upper Fish Creek that flows out from Cropley Lake. The trail will generally be 8 feet wide and be designed to accommodate ATV/UTV access for maintenace and operational purposes. Only non-motorized use of these trails will be allowed for our guests.

Snowtubing Park: There will be a snowtubing park constructed on the slope between the Gondola Midstation and Cropley Lake. The existing Eaglecrest handle tow tubing surface lift will be relocated to provide tube return transportation up the tubing slope. Eaglecrest snowmaking equipment will be utilized to produce large amounts of snow for the snowtubing and snowplay area at the Gondola Midstation. Later in the summer, turf material can be utilized for the tubing lane surface.

Future Phases of Recreation Activities:
Once the initial Gondola construction is complete, Eaglecrest anticipates expanding the mountain top visitor experience with the construction of an 1800-ft long pedestrian suspension bridge that will be integrated into the Summit House Top Station. This bridge will neccessitate a land use agreement with our neighboring State Land Parcel 8a25. If funding and land use aggreements eventuate, Eaglecrest will return to the Planning Commission with an application for a separate CUP for the brige and other recreation activities.

Construction Material Borrow Sites and Material Extraction:
Permission to develop new on-site construction material sources and extraction of materials from new and existing on-site borrow sites is requested as part of the Gondola and Summit House project's overall USE permit (this application) – A separate Sand and Gravel Extraction Permit is not sought.

Borrow site development and extraction activities when carried as part of a larger overall construction project are typically regulated by OSHA as construction activities, not commercial

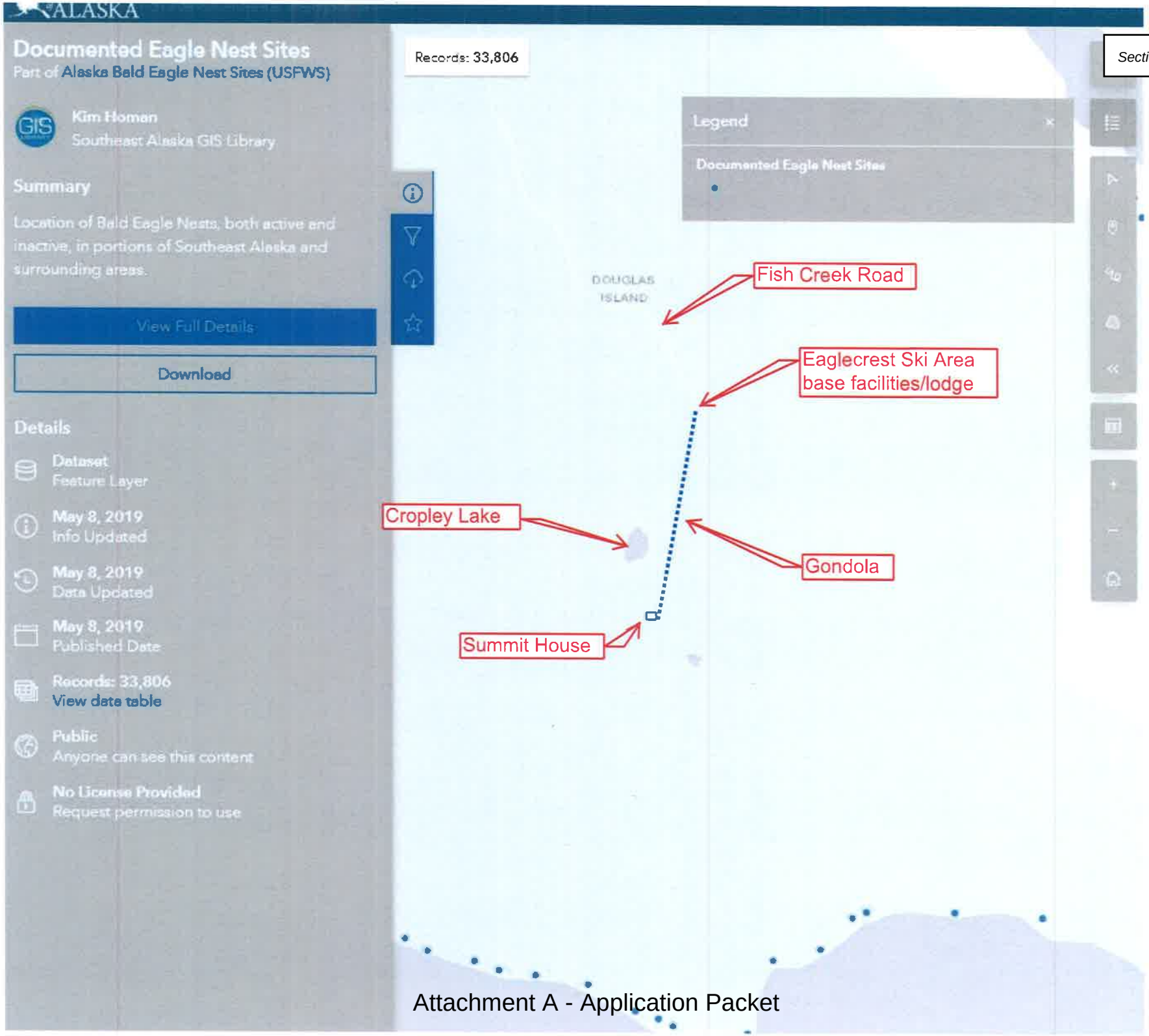
mining operations regulated by MSHA. The development and extraction activities at this project's numerous on-site material borrow sources is integral to the construction activities associated with the Gondola project e.g., the majority of the top terminal road is expected to be constructed using rock generated from cuts within the road "right-of-way"as well as excess rock produced by site work at ajacent terminal and tower sites. All rock produced at the project's proposed and existing borrow sites will be used exclusively for Eaglecrest development projects. Any rock produced in excess of immediate project requirements will remain stockpiled on site.

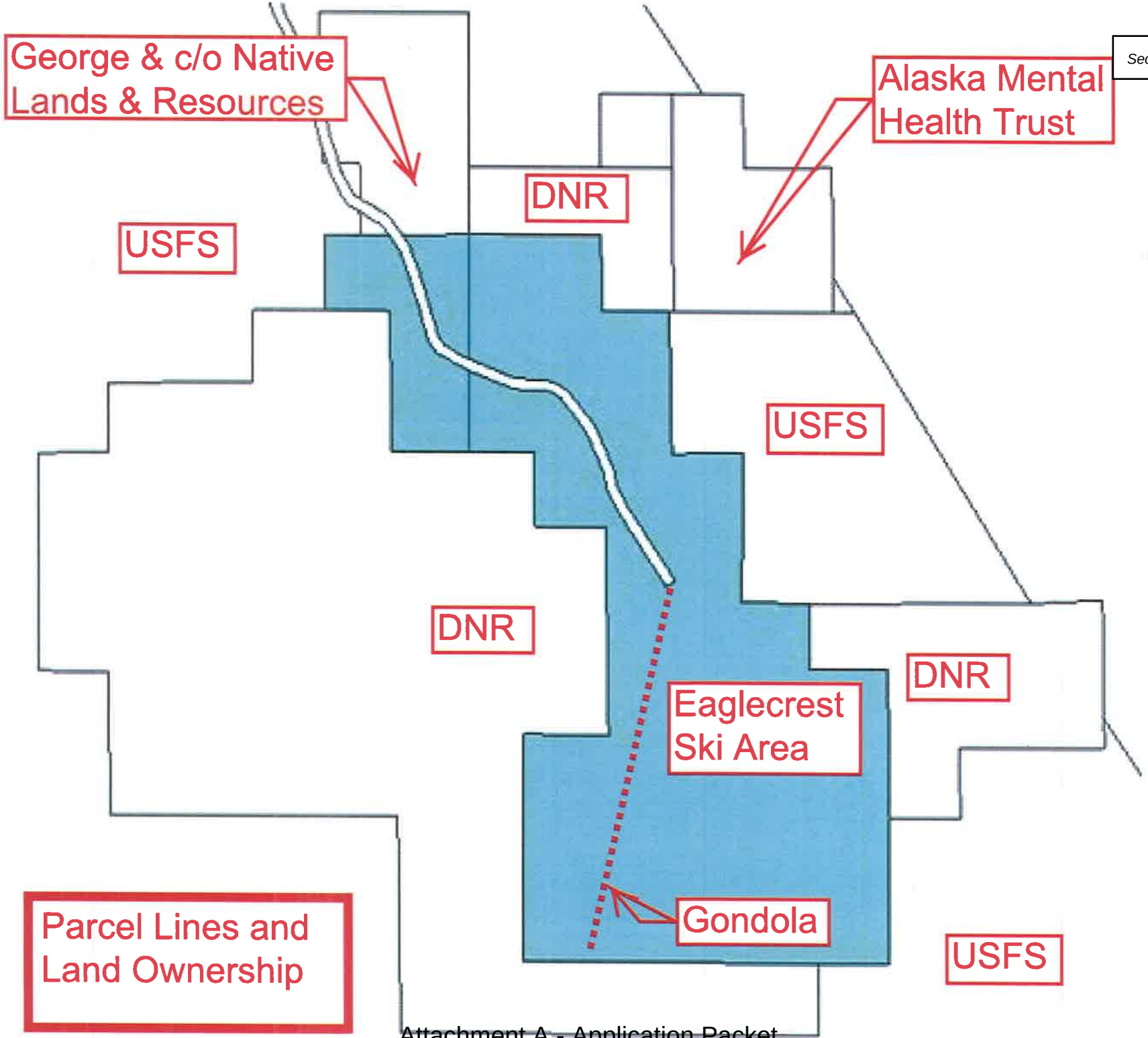
Blasting at the project's borrow sites will compy with the CBJ Engineering Department's Standard Specifications for Civil Engineering Projects and Subdivision Improvements SECTION 02090 - BLASTING CONTROLS. Past Eaglecrest projects involving rock blasting have been safely and successlully carried out under these standards.

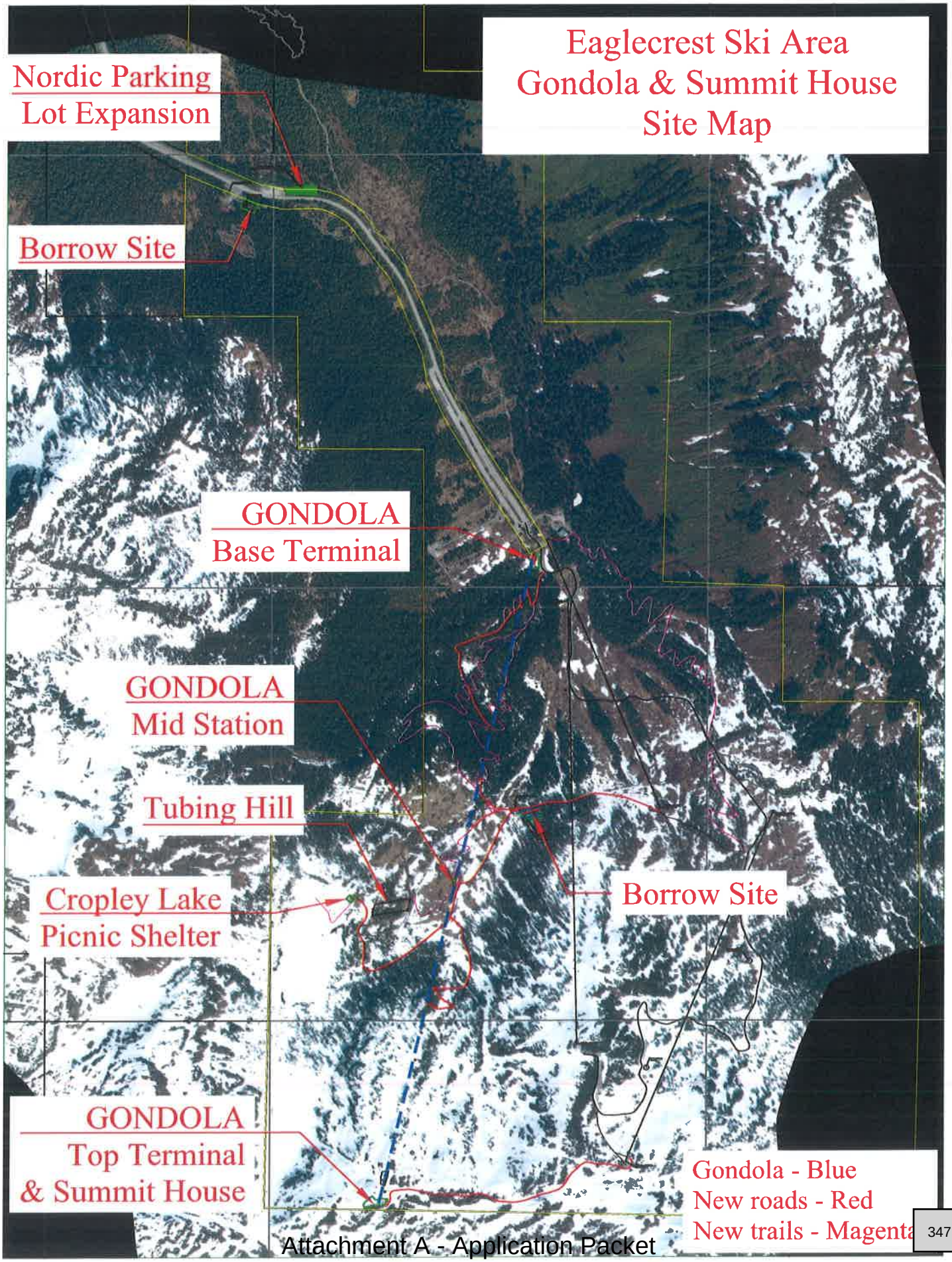
After extraction, material sites' steep slopes will be cleaned of unconsolidated material and typically backfilled with oversized rock and overburden before being regraded/shaped as needed for safe ski area operation prior to winter ski area operations.

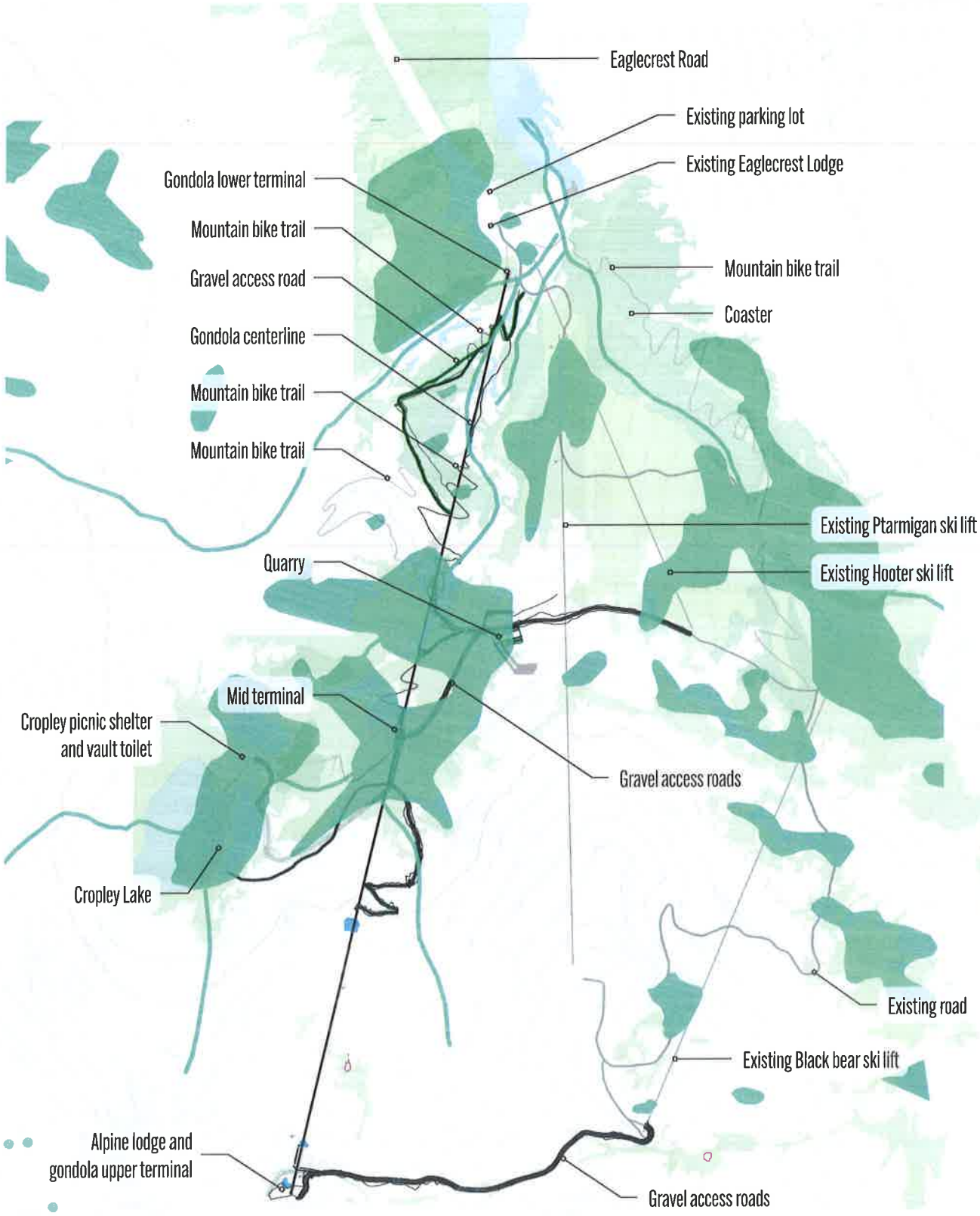
Project Maps:

- Eaglecrest Ski Area Gondola & Summit House Site Map
- Parcel Lines and Land Ownership
- Documented Eagle Nest Sites
- Eaglecrest Summer Recreation Development wetland maps – 10 Sheets


ALASKA
Documented Eagle Nest Sites
Part of Alaska Bald Eagle Nest Sites (USFWS)
Kim Homan
Southeast Alaska GIS Library
Summary
Location of Bald Eagle Nests, both active and inactive, in portions of Southeast Alaska and surrounding areas.
View Full Details
Download
Details
Dataset
Feature Layer
May 8, 2019
Info Updated
May 8, 2019
Data Updated
May 8, 2019
Published Date
Records: 33,806
View data table
Public
Anyone can see this content
No License Provided
Request permission to use
Records: 33,806
Legend
Documented Eagle Nest Sites
DOUGLAS ISLAND
Fish Creek Road
Eaglecrest Ski Area base facilities/lodge
Cropley Lake
Gondola
Summit House


George & c/o Native Lands & Resources
Alaska Mental Health Trust
DNR
USFS
USFS
DNR
DNR
Eaglecrest Ski Area
Gondola
USFS
Parcel Lines and Land Ownership


Eaglecrest Ski Area
Gondola & Summit House
Site Map
Nordic Parking
Lot Expansion
Borrow Site
GONDOLA
Base Terminal
GONDOLA
Mid Station
Tubing Hill
Cropley Lake
Picnic Shelter
Borrow Site
GONDOLA
Top Terminal
& Summit House
Gondola - Blue
New roads - Red
New trails - Magenta



LEGEND

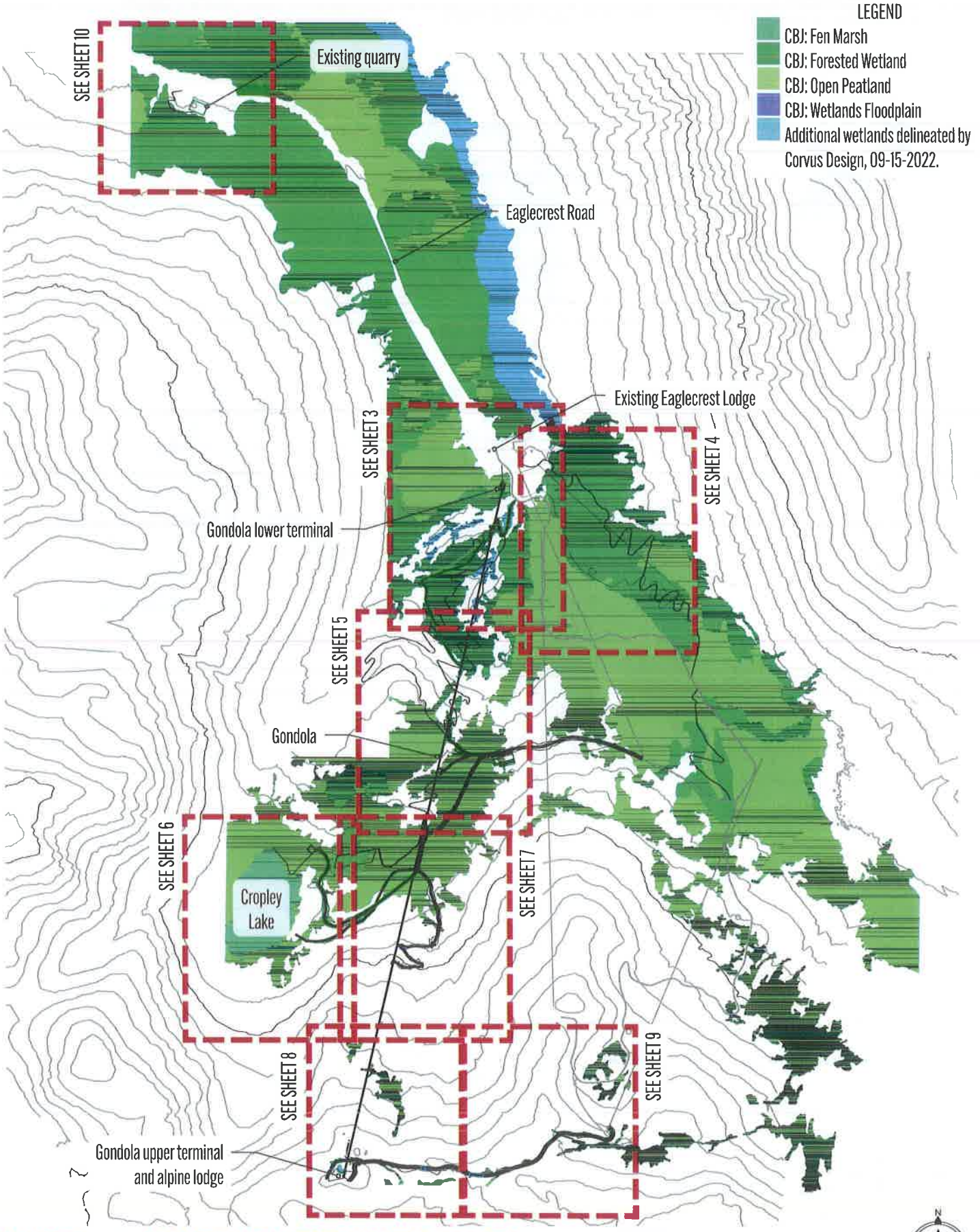
NWI: Wetlands
NOTE: Wetlands delineated by CBJ and Corvus Design are shown faded in the background.

EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #1

0 500 1000 2000FT

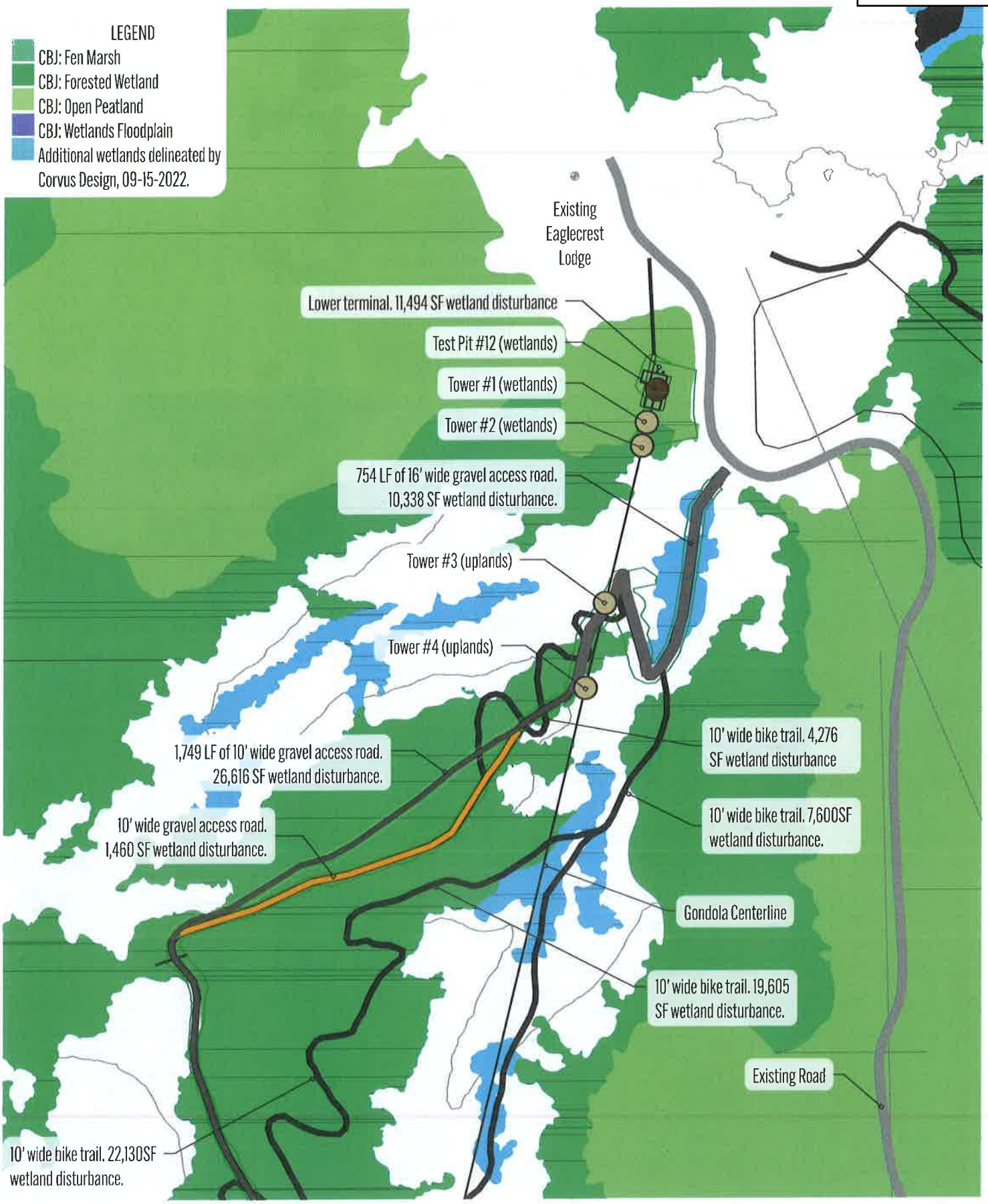
N



EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #2

0 500 1000 2000FT



EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #3

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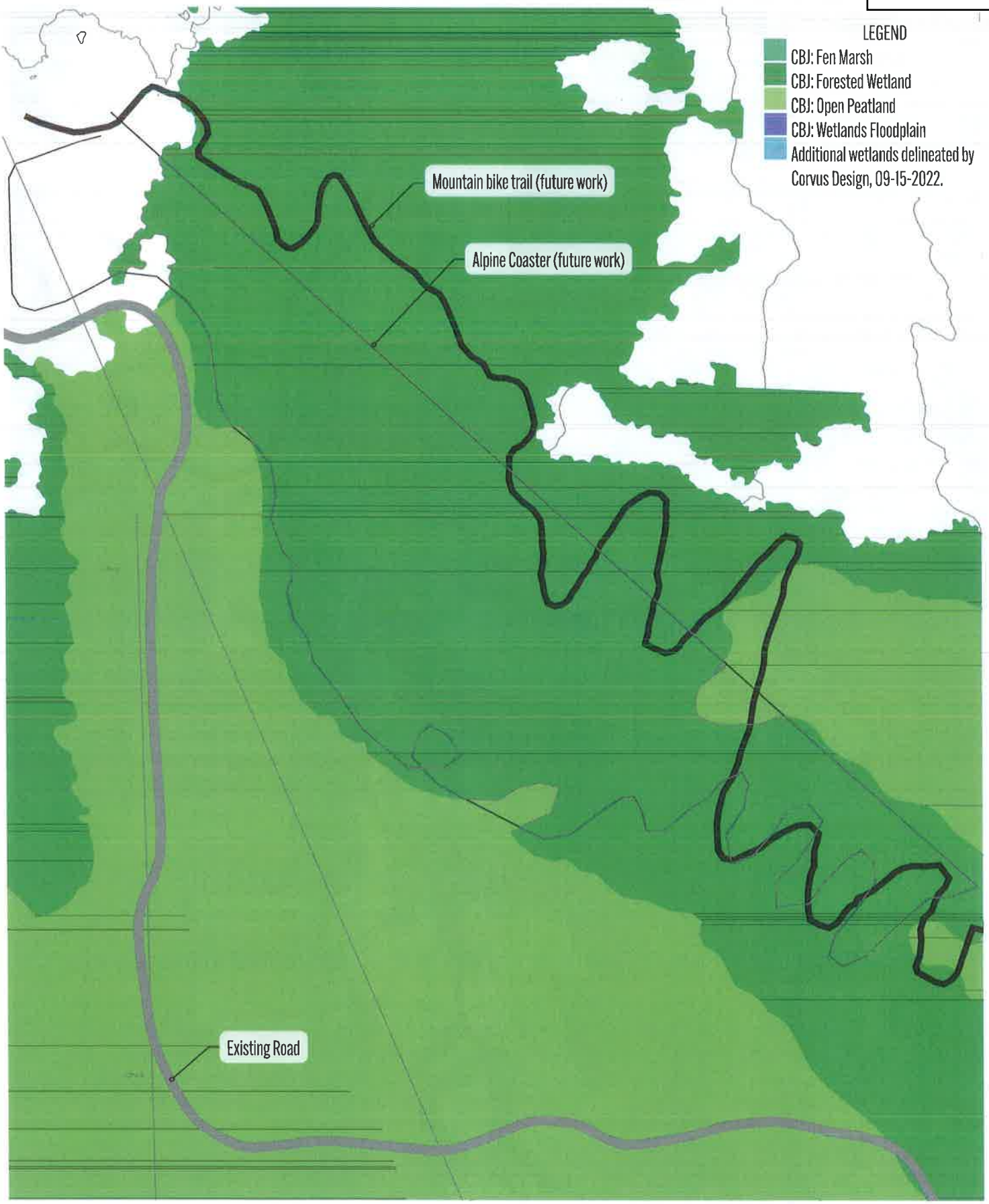

EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #4

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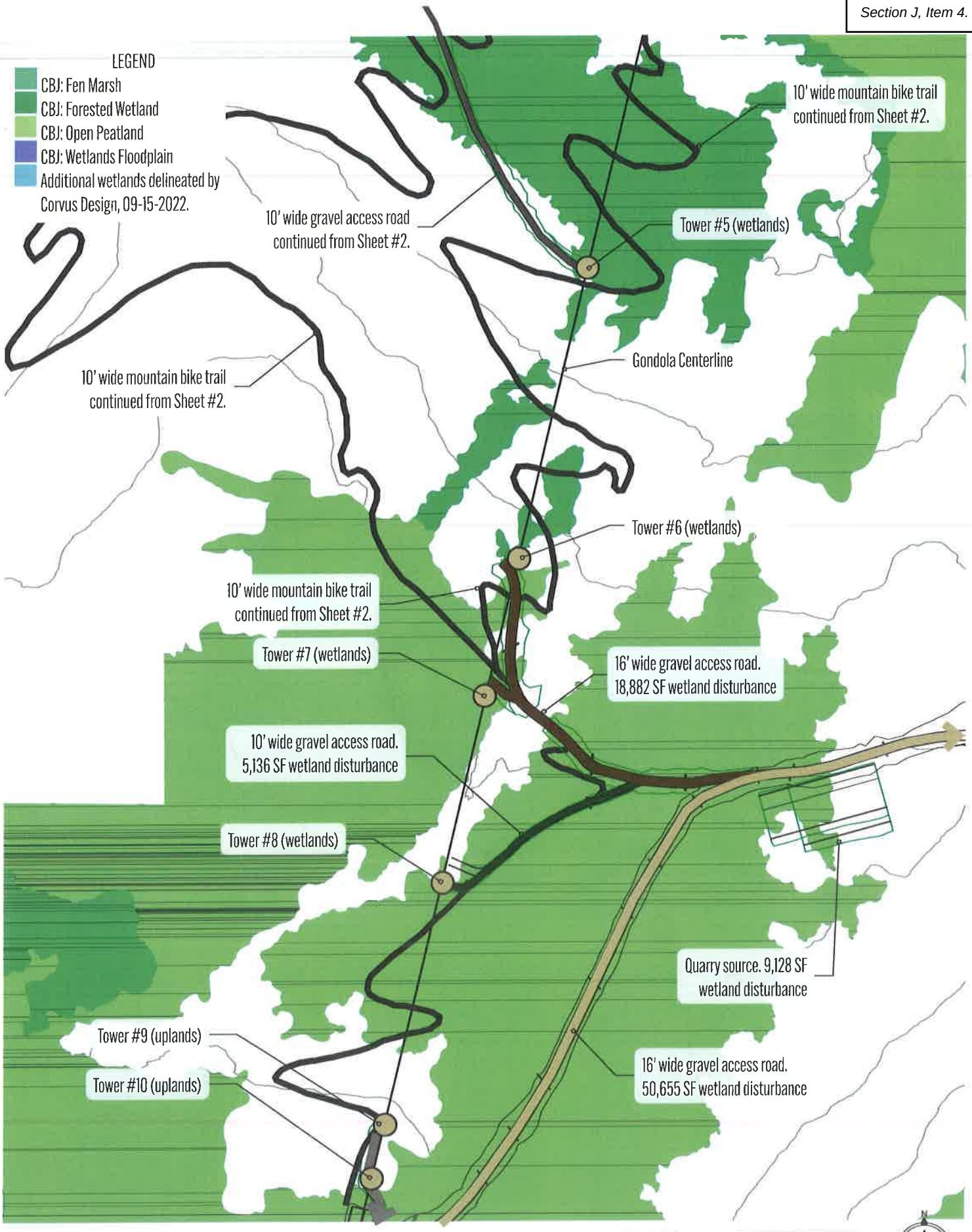

EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #5

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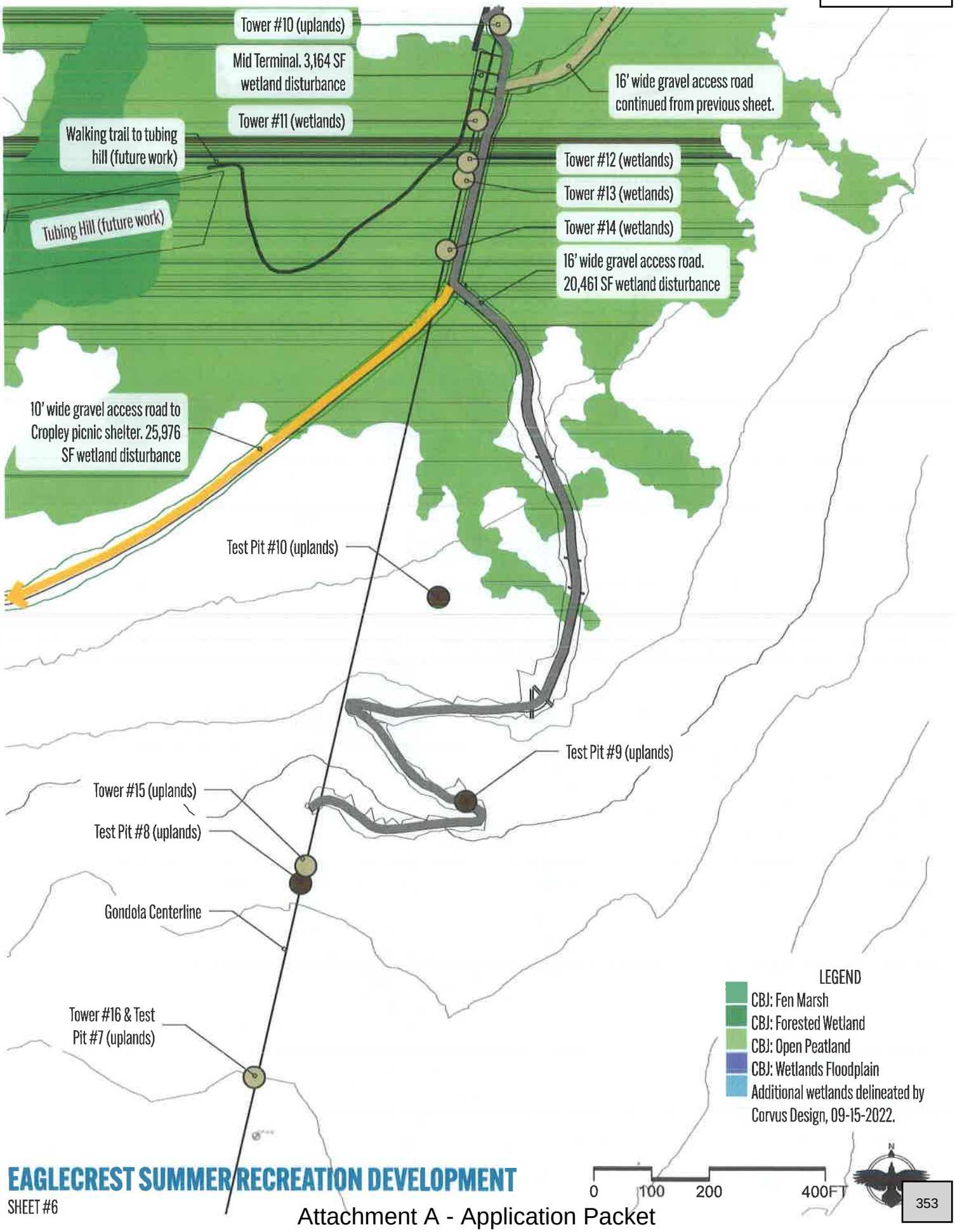
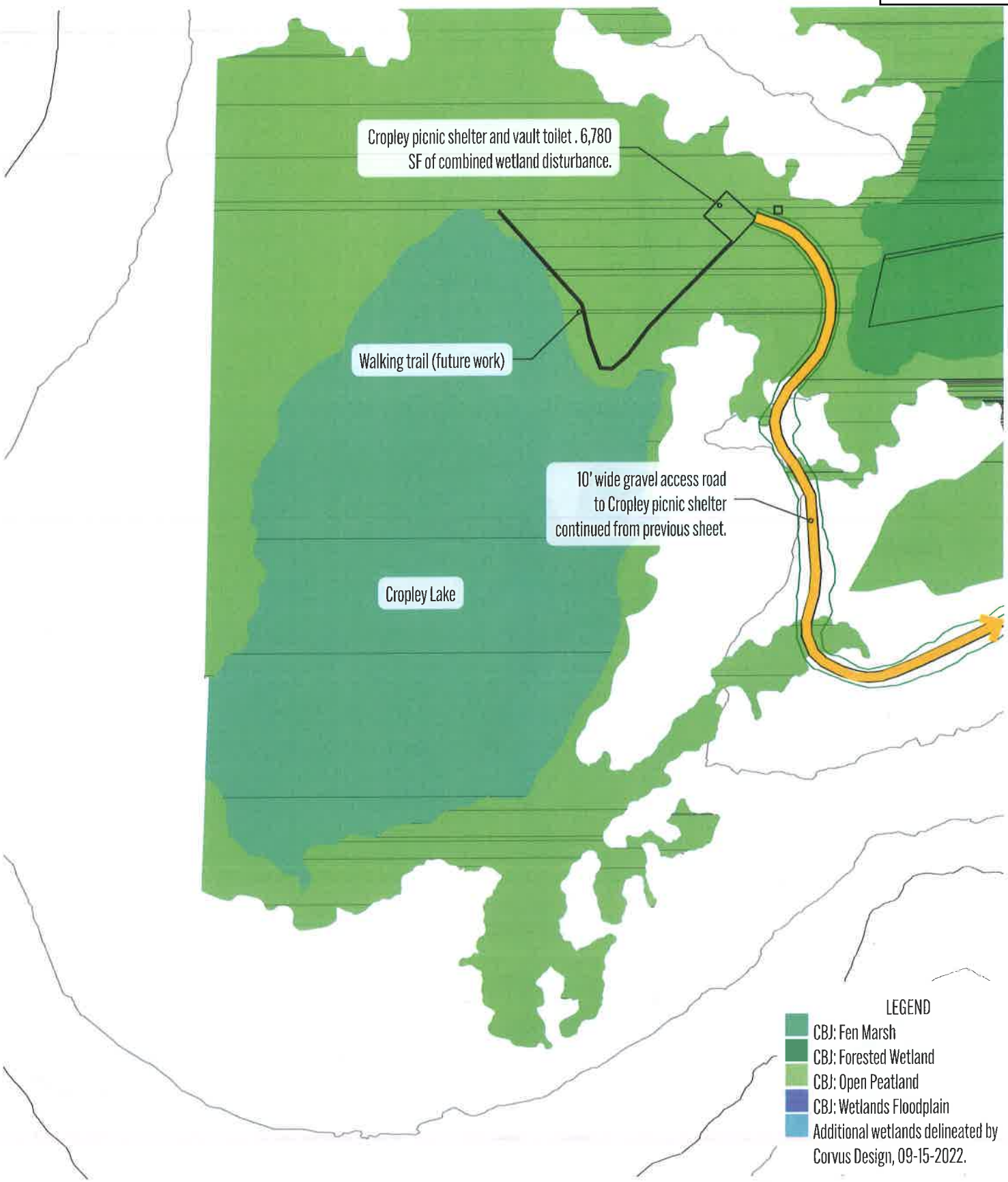


EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #6

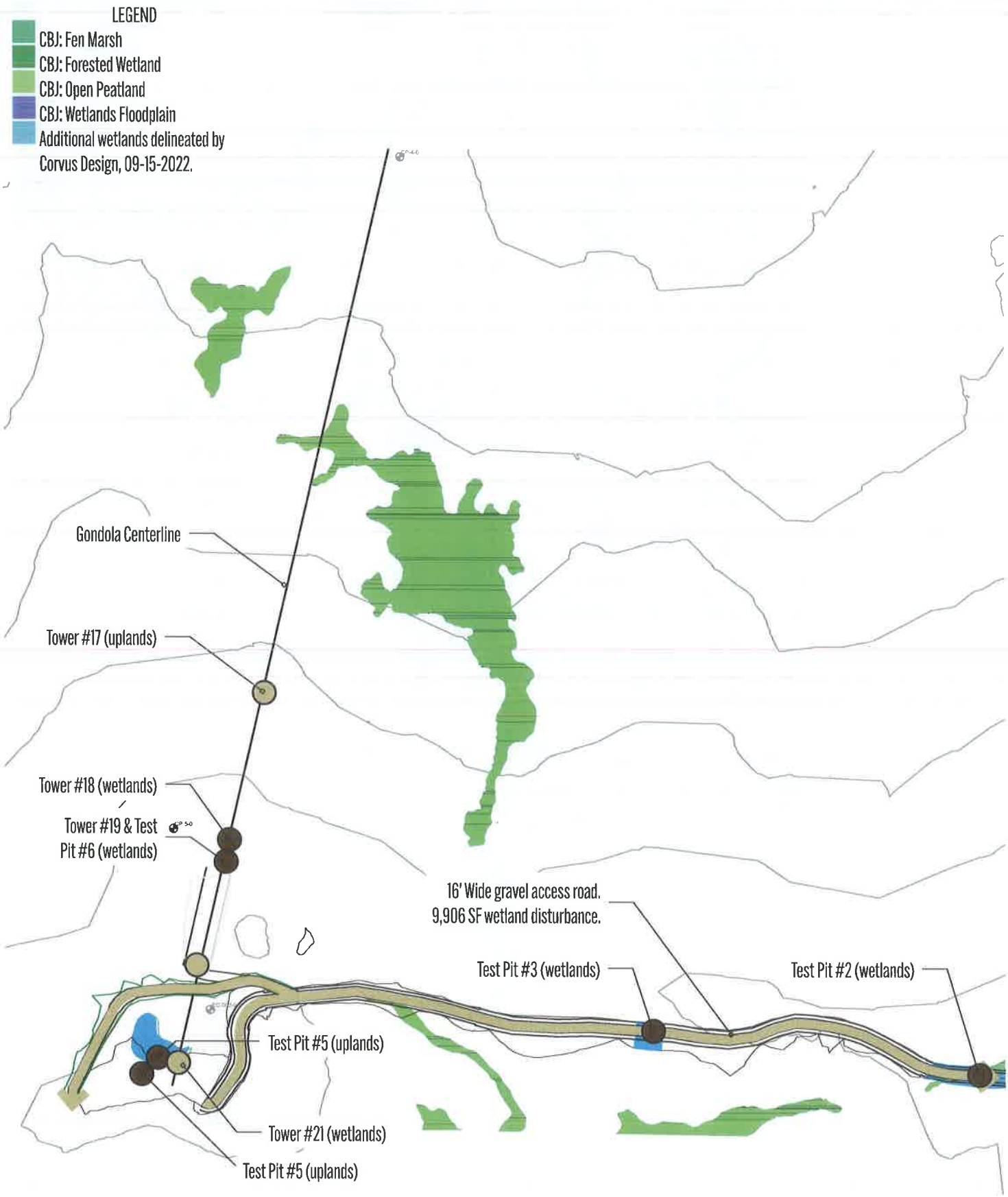


EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #7

0 100 200 400FT

N

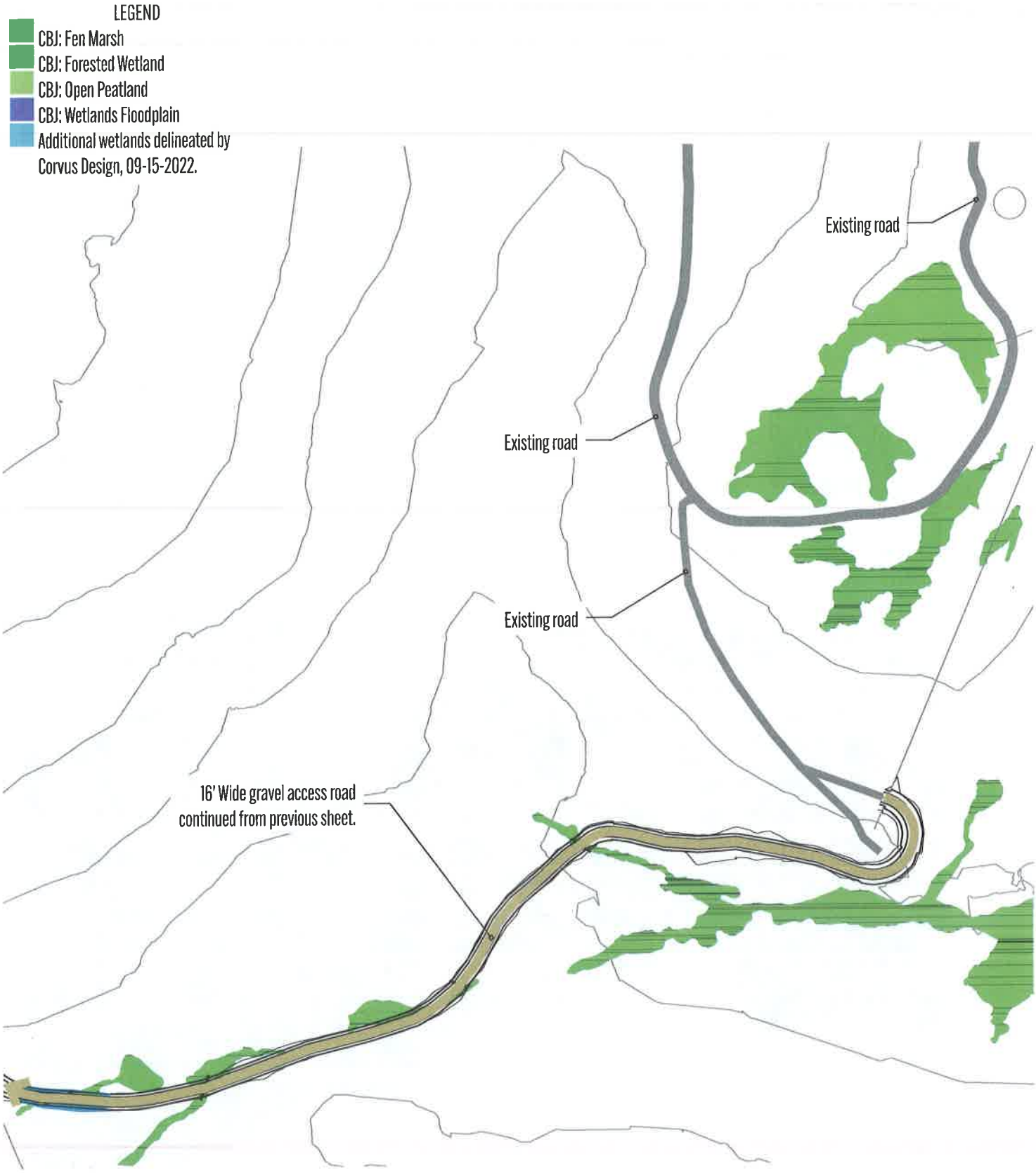


EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #8

0 100 200 400FT

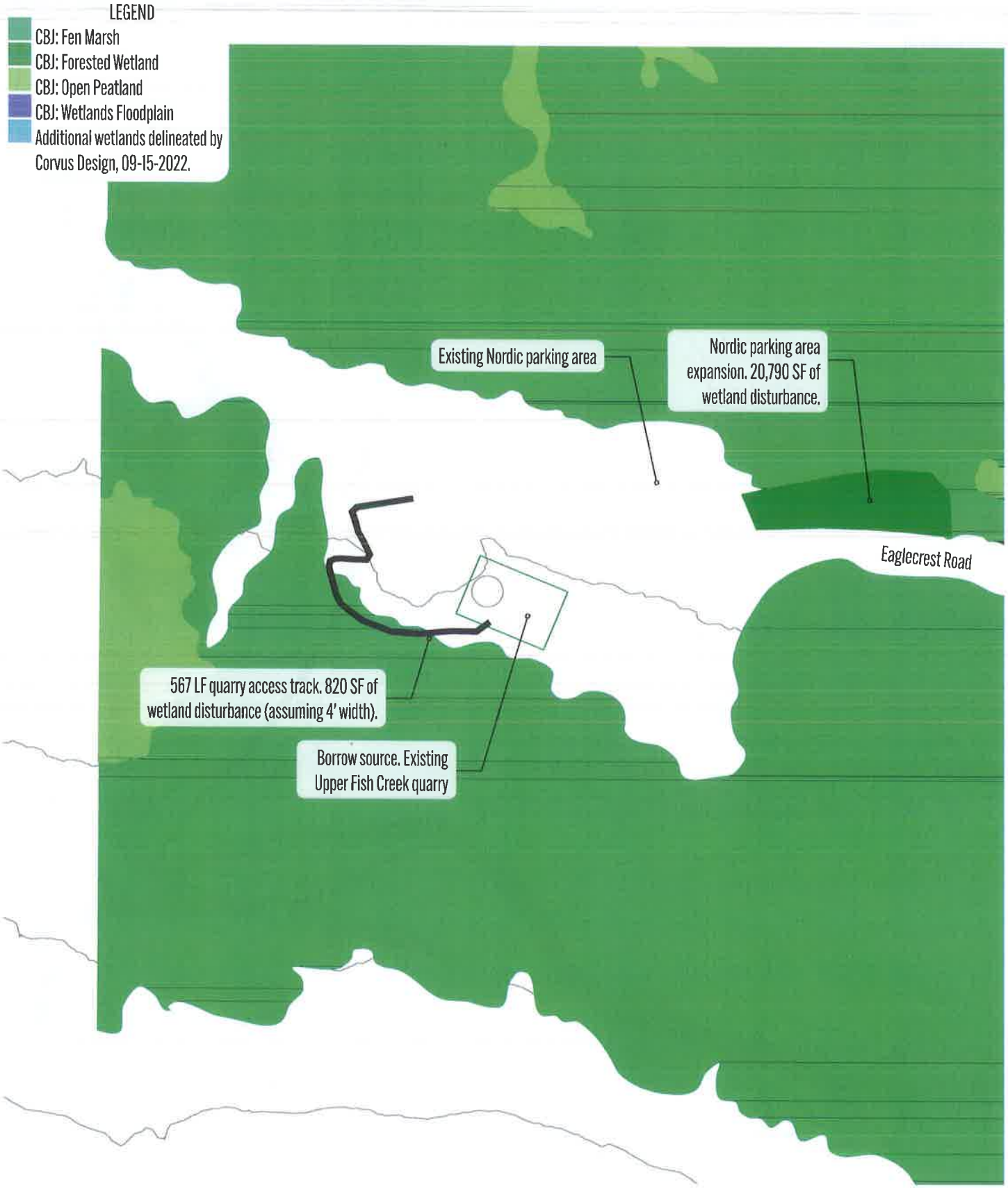
N



EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #9

0 100 200 400FT



EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #10

0 100 200 400FT

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

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

Eaglecrest Gondola and Summit House

Case Number: PAC2022-40

Applicants: Alan Steffert and Dave Scanlan

Property Owner: City and Borough of Juneau, c/o Lands and Resources

Property Address: 2996 and 3000 Fish Creek Road

Parcel Code Number: 3D1021000010

Site Size: 59,982,120 square feet (1,377 acres)

Zoning: RR (Rural Reserve)

Existing Land Use: Ski Area

Conference Date: August 31, 2022

Report Issued: September 9, 2022

DISCLAIMER: Pre-application conferences are conducted for purposes of providing applicants with a preliminary review of a project and timeline. Pre-application conferences are not based on a complete application, and are not a guarantee of final project approval.

List of Attendees

Note: Copies of the Pre-Application Conference Report will be emailed, instead of mailed, to participants who have provided their email address below.

Name	Title	Email address
Dave Scanlan	Applicant - Eaglecrest	Dave.Scanlan@juneau.org
Alan Steffert	Applicant - Engineering	Alan.Steffert@juneau.org
Dan Jaeger	Fire Marshall	Dan.Jaeger@juneau.org
Jennifer Shields	Planning	Jennifer.Shields@juneau.org

Conference Summary

The following is a list of issues, comments and proposed actions, and requested technical submittal items that were discussed at the pre-application conference.

Project Overview

The applicants are proposing to add the following improvements at Eaglecrest Ski Area:

- Gondola with base station, upper station, and supporting structures
- "Summit House" at the gondola's upper station, with a small snack bar, bathrooms, beer and wine bar, gift shop, and ski patrol station.
- Snow tubing park
- Access roads
- Mountain bike trails
- Picnic pavilion near Cropley Lake
- Weather enclosures at ski stations
- Fish creek bridge crossings

Required Applications

- Development Permit Application (DPA): Required form in conjunction with all application types.
- City/State Project Review (CSP): Per 49.15.580 for CBJ capital improvement projects estimated to cost $500,000 or more.
- Conditional Use Permit (CUP): The gondola would require a CUP under normal circumstances (TPU 6.270, Arial Conveyance), but by the Assembly's action they've approved of the gondola already.
- Conditional Use Permit (CUP): The Summit House would require a CUP (TPU 21.100, Lodge or Resort).
  - The Summit House was not included in materials provided to the Assembly during their discussions.
  - Assembly minutes do not include discussion of the Summit House.
  - The earliest documentation of the addition of a Summit House is on the first amendment to RFP E22-3331.
  - The Summit House has additional functions than housing gondola machinery.
  - While the project proponent has included the Summit House in public outreach and plans, those were not discussed or presented at the Assembly meetings where the gondola was discussed.
- Sand and Gravel Extraction (SGE): May be needed if development will use a quarry. Provide information on proposed extraction sites and uses, or exemption justification, based upon 49.65.200.

Note: The above-listed applications may be submitted concurrently for review by the Planning Commission. Please include a separate DPA for each application type.

Planning Division

1. **Zoning** – The property is zoned RR (Rural Reserve). The following standards apply for properties within this Zoning District.
2. **Subdivision History** – N/A
3. **Setbacks** – Required setbacks are: Front and Rear 25', Sides 15'. Provide a Site Plan of the area for the Upper Station/Summit House and include setback information as needed.
4. **Height** – Maximum 45' height permitted for structures.
5. **Access** – The property has direct access from Fish Creek Road. MET

6. **Parking & Circulation** – Title 49 does not list a parking requirement for ski areas or any similar use. Parking requirements must, therefore, be based on observed and projected need. Provide a detailed analysis of parking in relation to projected need for the proposed development.
7. **Lot Coverage –** 10% permissible uses, 20% conditional uses. MET
8. **Vegetative Coverage** – Minimum 20% is required. MET
9. **Lighting** – All parking areas shall be suitably lighted with full cut-off design and not produce off-site glare. MET
10. **Noise** – N/A
11. **Flood** – The parcel is not within in a Special Flood Hazard Area.
12. **Hazard/Mass Wasting/Avalanche/Hillside Endorsement** – Using USGS contour data, the slope of the development area is ~18%. Per 49.70.200, future development of these areas would require a Hillside Endorsement at the time of Building Permit review.
13. **Wetlands** – Any future addition of fill material on the lot would require a permit from the Army Corps of Engineers.
14. **Habitat** – Check with the U.S. Fish and Wildlife on the presence of eagle nests in the area. The presence of eagle nests may impact future construction scheduling. Fish Creek is not considered anadromous on the subject parcel, or within 50 feet. It appears there is a 50 foot wide public access easement along Fish Creek. Consult with the Alaska Department of Fish and Game for requirements.
15. **Plat or Covenant Restrictions –** N/A
16. **Traffic** – Provide information on proposed traffic expectations, especially at peak times of winter and summer.
17. **Nonconforming situations** – N/A

Building Division

18. **Building** –
19. **Outstanding Permits** –BLD20220457, BLD20200764, BLD20180618, BLD20150006, BLD20140296, BLD20130741, BLD20110220, BLD20100391, BLD20100316, BLD2009-00313, BLD2008-00598, BLD2008-00589, BLD2006-00099, BLD2004-00776, BLD1997-00134,

General Engineering/Public Works

20. **Engineering** –
21. **Drainage** –
22. **Utilities** –

Fire Marshal

23. **Fire Items/Access** – The Summit House Building will require a Sprinkler System and Fire Alarm System.

Other Applicable Agency Review

24. ??? –

List of required applications

Based upon the information submitted for pre-application review, the following list of applications must be submitted in order for the project to receive a thorough and speedy review.

1. Development Permit Application (DPA). *This form must accompany any land use application.*
2. City/State Project Review Application (CSP).
3. Conditional Use Permit Application (USE). If approved, additional building permits may be required.
4. Sand and Gravel Extraction Permit Application (SGE).

Additional Submittal Requirements

Submittal of additional information, given the specifics of the development proposal and site, are listed below. These items will be required in order for the application to be determined Counter Complete.

1. A copy of this pre-application conference report.
2. Narrative.
3. Overall parcel site map(s) showing existing and proposed development features.
4. Detailed site plan showing area for the Upper Station/Summit House with setback information, and site plans for any other development areas with structures.
5. Parking data and analysis.
6. Traffic analysis.
7. Sand and gravel extraction information (or exemption justification).

Exceptions to Submittal Requirements

Submittal requirements staff has determined not to be applicable or not required, given the specifics of the development proposal, are listed below. These items will not be required in order for the application to be reviewed.

1. N/A

Fee Estimates

The preliminary plan review fees listed below can be found in the CBJ code section 49.85. Based upon the project plan submitted for pre-application review, staff has attempted to provide an accurate estimate for the permits and permit fees which will be triggered by your proposal.

1. City/State Project Review (CSP): $1,600 for projects over $2.5 million.
2. Conditional Use Permit (USE): $500
3. Sand and Gravel Extraction Permit (SGE): Dependent upon class of proposed use, generally ranges between $1,000 to $1,600.
4. Public Notice Sign: $150, with $100 refundable if the sign is returned by the Monday after the Planning Commission meeting.

For informational handouts with submittal requirements for development applications, please visit our website at www.juneau.org/cdd.

Submit your Completed Application

You must submit your application(s) in person with payment made to:

City & Borough of Juneau, Permit Center
230 South Franklin Street
Fourth Floor Marine View Center
Juneau, AK 99801

Phone: (907) 586-0715
Web: www.juneau.org/cdd

Attachments

49.15.330 – Conditional Use Permits
49.15.580 – City/State Project Reviews
49.65.200 – Sand and Gravel Extraction
49.70.200 – Hillside Endorsement

Development Permit Application (DPA)
City/State Project Review Application (CSP)
Conditional Use Permit Application (USE)
Sand and Gravel Extraction Permit Application (SGE)

Eaglecrest Gondola and Summer Operations
Public Meeting List

Total of 40 meetings

Public Meeting Schedule:
July 1st 2019 – City and Borough of Juneau Public Works and Facilities Committee
July 1st 2019 – North Douglas Neighborhood Association
July 11th 2019 – Juneau Chamber of Commerce
July 16th 2019 – Public Meeting and Work Session at Peratrovich Hall
July 18th 2019 – Public Meeting and Work Session at Valley Library
July 25th 2019 – Capital Chat Morning Talk Radio
October 9th 2019 Douglas Island Advisory Committee
October 29th 2019 Gastineau Rotary
February 15th 2022 Systemic Racism Review Committee
February 23rd 2022 publicly advertised Webinar with extensive Q&A 175 attendees
May 11th 2022 Glacier Valley Rotary
October 27th 2022 Gastineau Rotary

We ran a Survey Monkey online survey in the summer of 2019 that was advertised through email newsletters and at our Public Meetings. We received 147 responses.

CBJ Eaglecrest Summer Operations Task Force
October 14th 2019 Task Force Formation Documents Accepted
December 19th 2019
January 2nd 2020
March 5th 2020
August 26th 2021
February 11th 2022
February 22nd 2022
March 17th 2022

Eaglecrest Board of Directors Planning Committee Meetings (Public Noticed)
June 12th 2019
June 26th 2019
August 21st 2019
September 12th 2019
January 27th 2020
June 16th 2020
July 9th 2020
August 27th 2020
March 25th 2021
April 22nd 2021
July 15th 2021
January 27th 2022
March 24th 2022
August 25th 2022

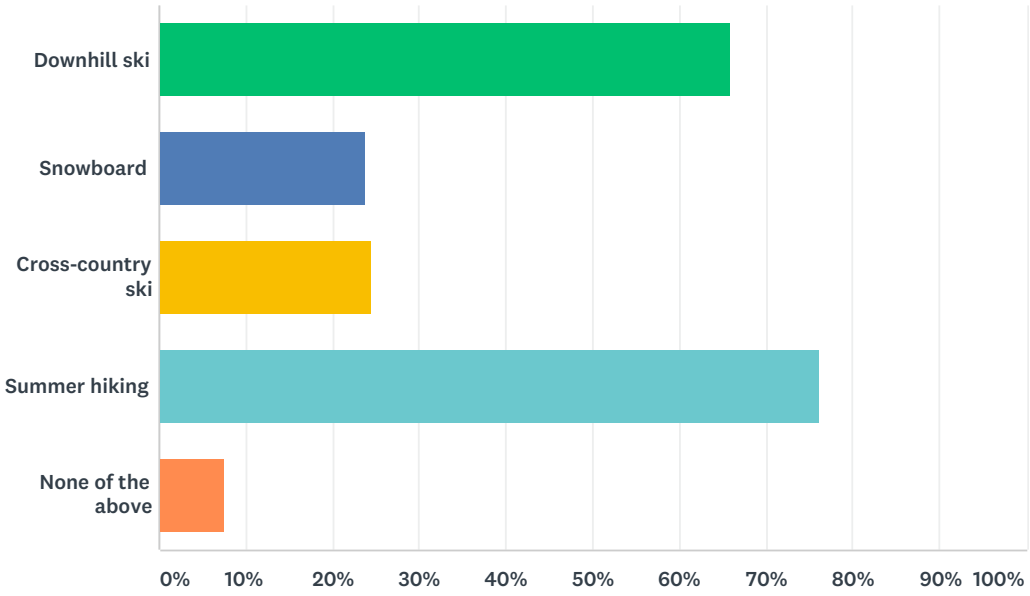
Eaglecrest Board of Directors Annual Retreat (Public Noticed)
October 14th 2017
October 21st 2018
October 27th 2019
October 3rd 2020
October 16th 2021
October 1st 2022

Q1 Eaglecrest's Board of Directors and staff are pursuing the development of summer operations in an effort to ensure the ski area's long-term operation, maintenance, and financial sustainability. Eaglecrest hosted meetings on Tuesday, July 16 (Elizabeth Peratrovich Hall) and Thursday, July 18 (Valley Public Library) to collect public feedback on the proposed development ideas.Please review the Eaglecrest Summer Development Plan here and complete this survey to help us advance the idea with a community-minded approach. Please leave your email here if you are not on our email list and wish to be added:

Answered: 17 Skipped: 130

Q2 Did you do any of the following at Eaglecrest last season?

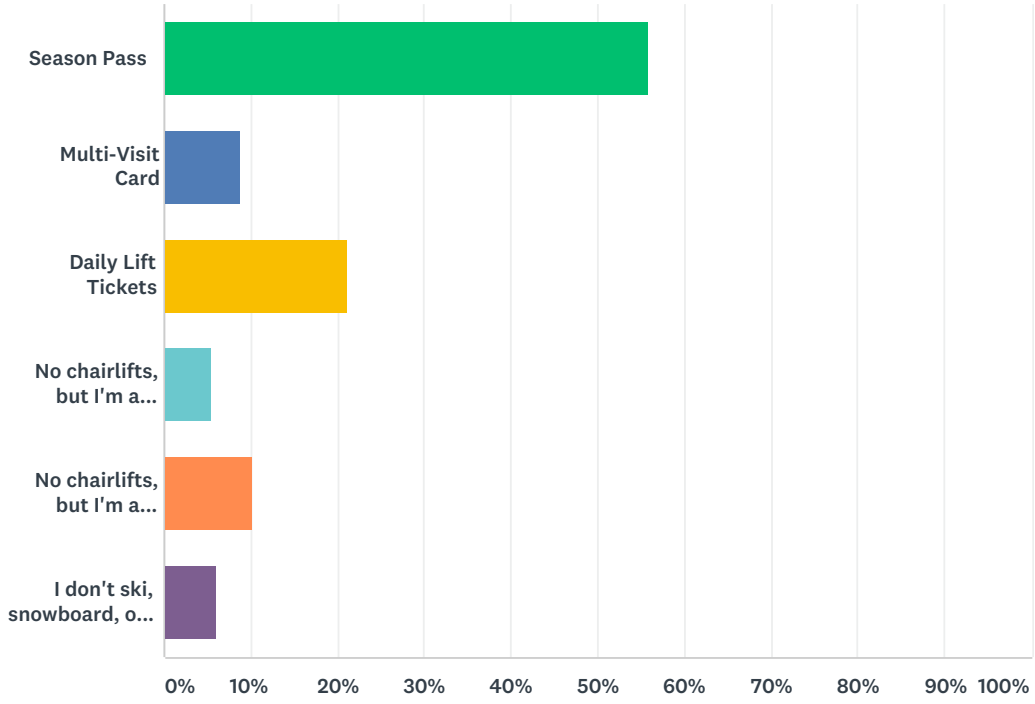
Answered: 147 Skipped: 0



ANSWER CHOICES	RESPONSES	
Downhill ski	65.99%	97
Snowboard	23.81%	35
Cross-country ski	24.49%	36
Summer hiking	76.19%	112
None of the above	7.48%	11
Total Respondents: 147		

Q3 What type of chairlift pass or ticket product did you purchase last season?

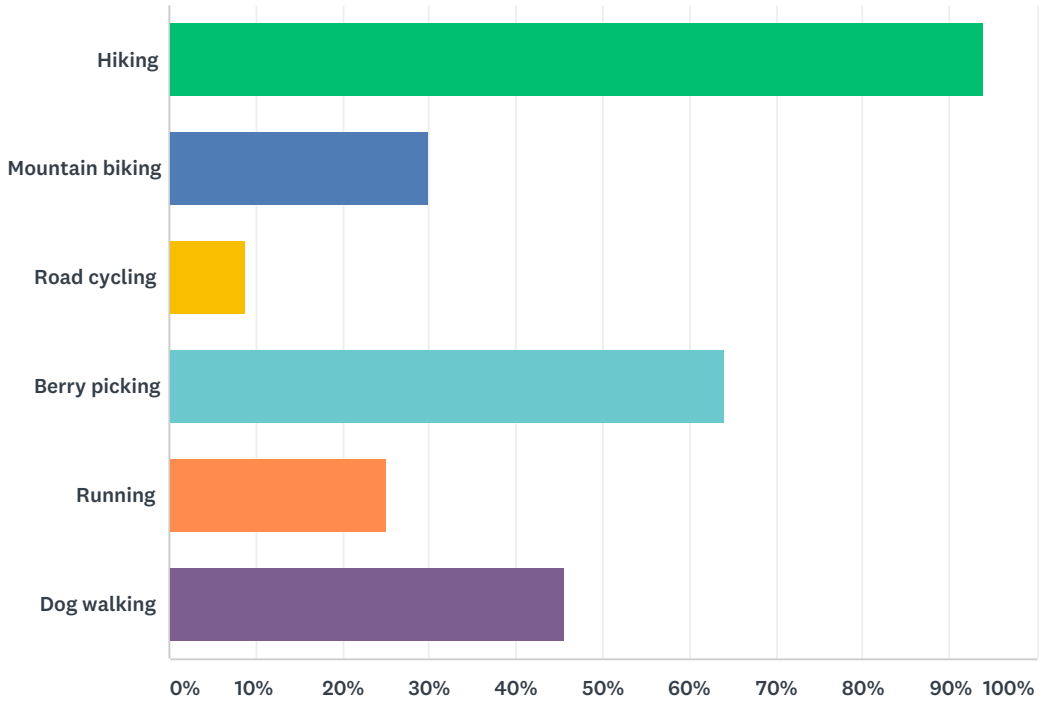
Answered: 147 Skipped: 0



ANSWER CHOICES	RESPONSES	
Season Pass	55.78%	82
Multi-Visit Card	8.84%	13
Daily Lift Tickets	21.09%	31
No chairlifts, but I'm a Nordic user	5.44%	8
No chairlifts, but I'm a backcountry user	10.20%	15
I don't ski, snowboard, or Nordic ski	6.12%	9
Total Respondents: 147		

Q4 What Summer Activities do you visit Eaglecrest for?

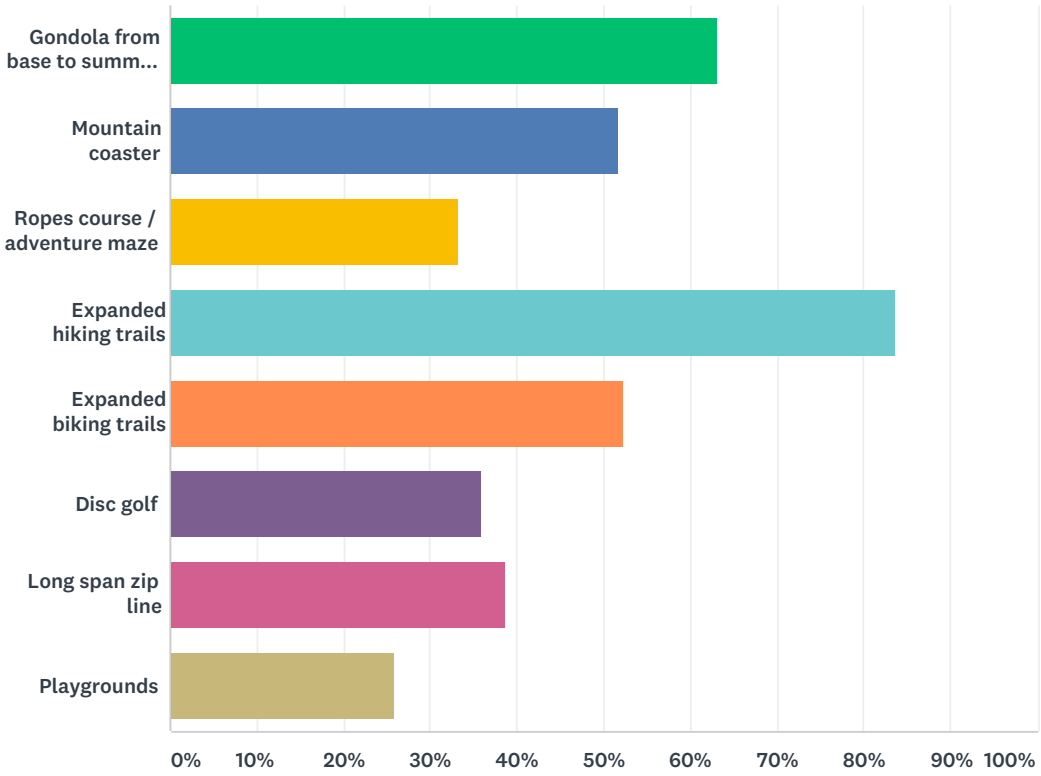
Answered: 147 Skipped: 0



ANSWER CHOICES	RESPONSES	
Hiking	93.88%	138
Mountain biking	29.93%	44
Road cycling	8.84%	13
Berry picking	63.95%	94
Running	25.17%	37
Dog walking	45.58%	67
Total Respondents: 147		

Q5 What summer activities would you explore if offered at Eaglecrest?

Answered: 147 Skipped: 0



ANSWER CHOICES	RESPONSES	
Gondola from base to summit (Pittman's Ridge)	63.27%	93
Mountain coaster	51.70%	76
Ropes course / adventure maze	33.33%	49
Expanded hiking trails	83.67%	123
Expanded biking trails	52.38%	77
Disc golf	36.05%	53
Long span zip line	38.78%	57
Playgrounds	25.85%	38
Total Respondents: 147		

Q6 Any activities that weren't listed above?

Answered: 48 Skipped: 99

Q6 Any activities that weren't listed above?

Answered: 48 Skipped: 99

#	RESPONSES	DATE
1	restaurant...bar...	10/11/2019 4:01 PM
2	none	9/27/2019 9:53 PM
3	Community events Volunteer projects Activities that invite less common local users	9/22/2019 5:10 PM
4	Camping	9/18/2019 8:46 PM
5	Why do you feel like you need to provide something for people to do up there? It makes no money. Close it.	9/18/2019 8:04 PM
6	stay at cabin!	9/18/2019 7:53 AM
7	- I would eat at a restaurant/coffee shop/bar, if available. - I would use public use cabins if more were available. - I would hike/ski a trail following the classic alpine route between Mt Meek and Mt Jumbo, especially if it were a hut-to-hut system	9/18/2019 7:27 AM
8	Berry picking	9/18/2019 12:45 AM
9	Yes	9/17/2019 7:09 PM
10	Sledding, hiking trails that can be used for horseback riding	9/17/2019 6:31 PM
11	None of the above activities interest me.	9/17/2019 5:23 PM
12	.	9/17/2019 3:28 PM
13	I don't want to see any of them - required answer to submit	9/17/2019 1:00 PM
14	concerts, music festivals	9/14/2019 5:46 AM
15	No	9/14/2019 12:11 AM
16	Camping	9/13/2019 4:35 PM
17	Tubing Hill! Miss that. Mountain Bike Classes Swimming area	9/12/2019 7:23 AM
18	Festivals	9/12/2019 6:06 AM
19	Restaurant and bar that is open all year for events.	9/11/2019 5:45 PM
20	Hike in cabins	9/11/2019 5:07 PM
21	none	9/11/2019 11:43 AM
22	na	9/11/2019 9:46 AM
23	Mushroom picking	9/11/2019 9:10 AM
24	No	9/10/2019 9:58 PM
25	Extended dog trail and dog obstacle course.	9/10/2019 6:00 PM
26	Rental cabins!!!	9/10/2019 5:31 PM
27	Dog friendly area summer and winter, especially if planning on being open 7 days a week. My dog love back country skiing and we go on Tuesday and Wednesday.	9/10/2019 5:20 PM
28	Hunting access	9/10/2019 5:02 PM
29	Electric only snowmobile access, Taiga snowmobiles releasing in 2020.	9/10/2019 12:25 PM
30	I love having the alpine space open and available for easy access backcountry hiking, camping, and berry picking. It is incredible and adds wonderful value to our community.	9/10/2019 11:45 AM
31	I was not given the option of "none" in question 5, so I chose expanded hiking trails even though I don't think they are necessary.	9/10/2019 11:37 AM

32	Geocaching is something I've seen advertied at other ski areas as a summer activity. Miniture golf is always a draw & not happening in Juneau.	9/10/2019 10:41 AM
33	NA	9/10/2019 9:52 AM
34	Beer/Wine/Tapas	9/10/2019 9:41 AM
35	Backcountry camping/cabins	9/10/2019 9:35 AM
36	No	9/10/2019 9:03 AM
37	Mini golf	9/10/2019 8:59 AM
38	Nope	9/10/2019 8:57 AM
39	More disc golf please	9/10/2019 8:46 AM
40	More camping options: public use cabins or tent platforms	9/10/2019 8:36 AM
41	Utilizing the new cabin with an increased interest in more	9/10/2019 8:30 AM
42	None	9/10/2019 8:16 AM
43	Kids summer camps Guided walks Live outdoor music Camping/overnight options	9/10/2019 8:12 AM
44	Sight seeing, walking with family	9/10/2019 8:11 AM
45	Eating out. Taking landscape photos.	9/10/2019 8:05 AM
46	tent platforms on the ridge	9/10/2019 8:02 AM
47	Not really	9/10/2019 8:01 AM
48	Biking	9/10/2019 7:52 AM

Q7 Any additional comments?

Answered: 58 Skipped: 89

Q7 Any additional comments?

Answered: 58 Skipped: 89

#	RESPONSES	DATE
1	Thank you for the comprehensive and transparent backward and forward-looking plan. In expanding operations, I think improvements to Fish Creek road should be considered. The last "improvements" made the road terrible - there are now many huge heaves and holes. Please also consider cyclist safety on that road as traffic increases. Fish Creek Rd is the only real hill in the CBJ for cyclist and runners to get a bonafide hill workout. I know it seems like a small priority for the overall operations and financial solvency of Eaglecrest, but I hope the Fish Creek Rd opportunities can be preserved. The projects proposed look really fun, and I see the benefits this development could provide for our community.	10/15/2019 9:48 AM
2	this stuff seems essential	10/11/2019 4:01 PM
3	Please don't turn eaglecrest into a circus. I am opposed to the gondola, just get a new fixed chair. Please make it so that pittman's ridge is only hiker access. $35mil is to much...I am 100% opposed to financing from princess carnival or any other cruiseline.	10/5/2019 6:08 AM
4	I don't think that bussing tourists up to Eaglecrest in the summer is a good use of our resources. This will negatively impact the residents on North Douglas Highway with noise and traffic, it will impact the fragile and beautiful environments in the muskeg and the alpine, and it will impact the climate with emissions from tour buses. This negative change is proposed so that the city can make a few extra dollars. It's not worth it! Please keep tourists focused on downtown and at the glacier, and preserve Eaglecrest for locals. Eaglecrest is a very special part of Juneau that does not need to be exploited for tourism. The plan that includes ropes courses, disc golf, expanded zip lining, expanded hiking trails, mountain biking, and a summit lodge, will completely and irrevocably change the charming character of Eaglecrest. Not all that glitters is gold.	9/27/2019 9:53 PM
5	Need to balance new tourism developments with community benefits. Must prioritize local quality of life improvements. Must involve a wide range of local contributions to the development projects (invite volunteers to help design the outcomes).	9/22/2019 5:10 PM
6	please don't overdo it! not sure eaglecrest can support all these ideas.	9/21/2019 7:30 AM
7	When summer hiking, I really enjoy the remoteness of Eagle crest. I would be sad to see 500 people daily, when I go hiking there. However, being a skier and a tax pair, I see the benefit of having summer operations there. There are other places I can go if I want to be remote.	9/19/2019 9:17 AM
8	Can't wait for it to happen. sooner the better.	9/18/2019 8:46 PM
9	Do not invest money into a ski area with such poor snow quality and lack of... On a good year it's a 6 week season. If it was privately owned it would of closed 30 years ago. This isn't a ski town. And never will be. Let's quit pretending it is. If the city feels the need to offer recreation to its residents then invest in something that we can control.... Maybe a trampoline park or a gymnastics area. How about a year round rink?	9/18/2019 8:04 PM
10	Continue to own and control the mountain!	9/18/2019 2:26 PM
11	Fully understand the need for revenue to make the area financially sustainable. But, the cruise industry is on it's way to swallowing this community whole, and among all of the likely impacts of that, I'm concerned that Eaglecrest will become an amusement park.	9/18/2019 8:31 AM
12	-I think the gondola will not be very well received for winter activities. It will be a pain to take skis off and on after each run. It seems like it would be slower and result in longer lift lines, though I did not see any information presented to this effect. I think an ideal scenario would involve using the gondola during summer for rain averse tourists, and a chairlift during winter. I like the idea of bringing the gondola to the top of the ridge, and a nice facility up there will be a popular tourist draw, especially if there food/drink available. -I think a long-term plan for a trail going from Mt Meek to Jumbo would be great. It is a classic alpine/subalpine route. It would be ideal to also have a network of public use cabins along the way. In general, the demand for public use cabins in the Juneau area is not being met. In summer, it is difficult to reserve a night unless planning months ahead of time. The most popular cabins are largely booked solidly year round. People love public use cabins, especially when they are situated in alpine/subalpine settings.	9/18/2019 7:27 AM

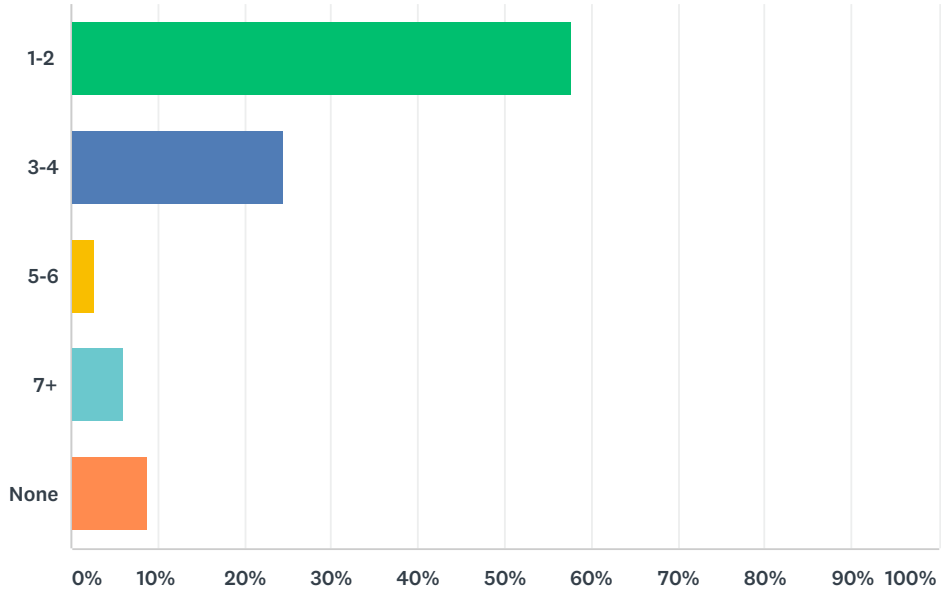
13	Impressed by the long term visioning included in this highly ambitious plan. Hope to see at least portions of it come into fruition. I spent some time this summer at Ski Bowl Adventure Park at Mt Hood this summer and that place was jammed with people.	9/18/2019 6:46 AM
14	I want summer development to improve winter opportunities, not just maintain them status quo. A summer gondola and summit lodge is fine but it is NOT a substitute for replacing existing infrastructure.	9/18/2019 12:45 AM
15	I would do the things that are free. I am unlikely to pay for summer recreation at Eaglecrest.	9/17/2019 7:31 PM
16	The gondola is a great idea; with climate collapsing rapidly, snow will become more and more unreliable. In ten years, I doubt we will be fully open for skiing/boarding more than one in three years. We're going to have to make it on summer use - but it will be key to run everything off sustainable power within ten years!	9/17/2019 7:15 PM
17	Question 6 was poorly worded	9/17/2019 7:09 PM
18	None of these activities would bring me to Eaglecrest in the summer, but they might bring other people like non-skiers. Years ago, there were tours at Eaglecrest that took people up Ptarmigan in the chair lift for short walks on the ridge and blueberry products (muffin, etc.) for sale in the Eagle's Nest.	9/17/2019 5:23 PM
19	Please don't allow Eaglecrest to become inundated with summer tourist busses like the Glacier has been. Even our Rainforest Trail is tour bus impacted.	9/17/2019 4:45 PM
20	Lots of great ideas and sure I'd likely use some of them. Depends on cost and also experience. Also: all of these things sound Uber expensive. Where will you get the big millions required to do such a development? Lots and lots of $$$. Cruse ship contracts would be required bc obviously this won't be built for our 30,000 person town.	9/17/2019 4:13 PM
21	.	9/17/2019 3:28 PM
22	Please please please do not give Ecrest away to the cruise ship companies. Binkley can wine and dine you all day (night) long but please don't hand over the keys to the candy drawer.	9/17/2019 1:00 PM
23	We love Eaglecrest during winter and summer. Eaglecrest during the summer is one place in Juneau where we don't have to deal with cruise ship traffic. Let's keep it that way! Please limit cruise ship visitors to a reasonably small daily number (600 visitors a day is far too many; 100 is reasonable). I believe the locals' summer experience at Eaglecrest would be diminished by a parking lot full of cruise ship buses and large crowds of people. The tourists that come to Eaglecrest to experience the zip line are not in conflict with all of the locals that use the area for hiking, biking, and berry picking because they arrive in small vans and the zipline is out of the way (does not create a large visual or sound impact). Please consider the locals who support Eaglecrest and find a way to increase summer tourism revenue at a small scale that will not disturb our beloved back yard ski hill.	9/15/2019 7:56 AM
24	Gondola is very out of character for our small town hill. Consider a high speed triple or double even. Jumping straight into a gondola is a huge leap I don't think eaglecrest is ready for. Maybe consider half and half? Or just running the gondola in the summer??	9/14/2019 6:10 AM
25	No	9/14/2019 12:11 AM
26	I understand the purpose to many of these new additions, but the one I really do not like is the idea of the large lodge and gondola to the top. I love the fact that eaglecrest is so calm and you can go up to the nest and have lunch all to yourself. It what makes eaglecrest my favorite ski area. If we were to put a huge lodge up on top it would change the entire vibe of eaglecrest and that would be a major bummer. The other ideas for summer activities how ever sound good if they don't take away from the natural beauty that is present on the mountain. If they require lots of infrastructure that blocks views and just industrializes the mountain I do not think that is a good idea.	9/13/2019 9:50 AM
27	Love it up on the mountain year round.	9/12/2019 7:23 AM
28	None	9/11/2019 5:07 PM
29	na	9/11/2019 9:46 AM
30	My biggest concern with your entire plan is the potential for wind and rime ice to force gondola closures during ski season. Please address this and provide data about the likely frequency of such closures.	9/10/2019 9:58 PM

31	be cautious. Larger cruise ships have more activities on board. they want passengers to stay and spend money onboard. shorter port times will make it difficult to get to mountain and back with sufficient time to partake of 2 or 3 planned developments	9/10/2019 8:53 PM
32	replace ptarmigan with a newer double, and expand east side terrain into the next bowl. dont let it turn into a resort, keep the local vibe!	9/10/2019 6:36 PM
33	Any additions to the facilities already provided, even if small, like extended hiking, would be a major upgrade to an already awesome ski area	9/10/2019 6:00 PM
34	Love the ideas and enthusiasm.	9/10/2019 5:20 PM
35	Hopefully this doesn’t raise pass rates which are comparably pretty high consider he features of the area	9/10/2019 5:02 PM
36	It would be awful to fill eaglecrest with tourists. We need someplace to go to get away from them.	9/10/2019 4:33 PM
37	If you expand non-commercial trails, how does that increase summer revenue? I'd like to see you invite entrepreneurs to submit commercial use ideas that provide revenue streams to Eaglecrest. Let tour operators develop scaled seasonal activities like you have done with zipline.	9/10/2019 4:30 PM
38	Gondola, gondola, gondola!	9/10/2019 4:03 PM
39	Really hope things grow at Eaglecrest. We were new to Juneau last winter and we hit the resort hard with most us the family getting 25 days in! My family loves the resort and look forward to many more years.	9/10/2019 3:20 PM
40	Season pass holder for last 20 years. Turning the upper mountain into touristville makes me nervous but I can see the mountain getting more and more expensive with less snow every year and realize it will eventually shut down if we don’t do something different. I’ll follow Dave’s lead on this one!	9/10/2019 12:25 PM
41	Some cabins that could be used in both the summer and winter would be cool!	9/10/2019 12:24 PM
42	Prefer to keep Eaglecrest as a natural park area free of commercial tourist activities. Focus on skiing. The biggest issues are decreased snowfall and unbridled tourism impacts. Adding another area impacted by industrial tourism to somehow sustain skiing seems problematic. I can see skiing being relegated to a low priority once the tour companies start controlling the purse strings.	9/10/2019 11:37 AM
43	I would test the mountain coaster & long span zipline but don't see myself a regular user. Good tourist activities. The high speed lift would be a winter yse game changer. I struggle with the current lift. Slow & therefore cold. It's torture to ride & not worth the pain during marinal ski condition days. A high speed lift would completely change my desire to use the Eaglecrest lift in the winter.	9/10/2019 10:41 AM
44	Have been WAITING for this!!!	9/10/2019 9:52 AM
45	more cabins please.	9/10/2019 9:46 AM
46	Go Green! Low snow years are enhanced with AT gear. Lifts are closed by skiing still available. Uphill ski pass. Win, win.	9/10/2019 9:41 AM
47	Plan looks great	9/10/2019 9:35 AM
48	Hiking and berry picking should remain open to the public if Eaglecrest expands operations for tourism. Eaglecrest is one of the only remaining escapes for locals from busy tourism spots in town. I love it the way it is now and I am sad and disappointed to see it change.	9/10/2019 9:03 AM
49	.	9/10/2019 8:57 AM
50	I think increasing the infrastructure and capacity for summer activities at Eaglecrest is a very good idea. I hope as you progress in this development you'll remember core users, who always buy a seasons pass, hike and ski in the dark, and use the whole mountain year around. I understand it's important to bring more people to the mountain, but please don't forget the people who have always been there, they are a critical part of the strong foundation upon which Eaglecrest can grow. Thanks!	9/10/2019 8:36 AM
51	Utilizing summer revenue to offset CBJ’s financial obligation, hopefully. As well as utilizing these new revenues to reinvigorate our current aging chairlift assets. I greatly appreciate all of your efforts.	9/10/2019 8:30 AM
52	Gondola would probably ruin the skiing.	9/10/2019 8:22 AM

53	Love the plan! The idea of phasing out ptarmigan eventually is sad, simply due to emotional attachment, but some old things must be put to rest. The Eaglecrest experience as we know it will continue!	9/10/2019 8:16 AM
54	I think the gondola is a colossally bad idea - it would compete with the Mt Roberts tram, cost a ton of money (possibly my money as a taxpayer!) and would not attract nearly as many people as the tram because the location is not idea from a traffic standpoint.	9/10/2019 8:14 AM
55	Be great to have more options for using the mountain, especially in low snow seasons.. Happy to pay for this but make sure it's good value for money!	9/10/2019 8:12 AM
56	N/A	9/10/2019 8:11 AM
57	Keep Eaglecrest low key and local. Its a great resource for the community	9/10/2019 8:02 AM
58	Love eaglecrest and love the forward-looking focus of the new management. Keep it up!	9/10/2019 8:01 AM

Q8 Bonus Question: Eaglecrest's Hilda Dam Cabin is nearing completion. How many nights each year would you consider renting the cabin?

Answered: 147 Skipped: 0



ANSWER CHOICES	RESPONSES	
1-2	57.82%	85
3-4	24.49%	36
5-6	2.72%	4
7+	6.12%	9
None	8.84%	13
TOTAL		147

Presented by: The Manager
Introduced: February 7, 2022
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-08(b)(am)(Z)(am)

An Ordinance Appropriating $2,000,000 to the Manager for the Purchase of a Used Gondola for Eaglecrest Ski Area; Funding Provided by General Funds.

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. Appropriation. There is appropriated to the Manager the sum of $2,000,000 for the purchase of a used gondola at Eaglecrest Ski Area. Prior to encumbering funds for transportation of the gondola outside of Europe, the Board of Directors of the Eaglecrest Area or its designee must provide an update to the Assembly Committee of the Whole.

Section 3. Source of Funds

General Funds	$2,000,000

Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this 28th day of February, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: April 25, 2022
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-08(b)(am)(AP)

An Ordinance Appropriating up to $800,000 to the Manager for the Eaglecrest Gondola Capital Improvement Project; Funding Provided by General Funds.

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. Appropriation. There is appropriated to the Manager the sum of $500,000 for the Eaglecrest Gondola Capital Improvement Project (E28-102).

Section 3. Source of Funds

General Funds	$ 500,000

Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this 4th day of May, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: January 9, 2023
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

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

An Ordinance Appropriating $10,000,000 to the Manager for the Eaglecrest Gondola Capital Improvement Project; Funding Provided by an Investment from Goldbelt, Inc.

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. Appropriation. There is appropriated to the Manager the sum of $10,000,000 for the Eaglecrest Gondola Capital Improvement Project (E28-102).

Section 3. Source of Funds

Goldbelt, Inc.	$10,000,000

Section 4. Effective Date. This ordinance shall become effective upon execution of the revenue sharing agreement between the City and Borough of Juneau and Goldbelt, Inc.

Adopted this 8th day of May, 2023.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

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

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-63

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

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

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

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

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

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

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

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

WHEREAS, Goldbelt, Inc. is uniquely situated to execute a revenue sharing agreement with the CBJ 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.

THEREFORE 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. Authorization to Execute Revenue Sharing Agreement. The City Manager is authorized to execute the Revenue Sharing Agreement depicted in Exhibit A. The City 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 3. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this 9th day of January, 2023.

Carole Triem, Acting 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

By: _____
Duncan Rorie Watt
City and Borough Manager
Date: _____

GOLDBELT, INC.

By: _____
McHugh Pierre
President & CEO
Date: _____

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

APPENDIX A: PROJECT, CONTRIBUTION & OTHER TERMS

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *For Cause by City*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Records and Reports*.

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

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

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

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

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

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

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

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

(a) *City Obligations*. The City shall:

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

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

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

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

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

(b) *Goldbelt Obligations*. Goldbelt shall:

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

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

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

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

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

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

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

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

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

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

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

11. **Insurance**.

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

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

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

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

13. **Equal Employment Opportunity**. Goldbelt will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, familial status, sexual orientation, gender identity, gender expression, or national origin. Goldbelt shall include these provisions in any agreement related to the work performed under this Agreement with contractors or subcontractors.

14. **Choice of Law & Jurisdiction**. The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement. Venue for trial in any action shall be in Juneau, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. Goldbelt specifically waives any right or opportunity to request a change of venue for trial pursuant to AS 22.10.040.

15. **Compliance with Laws & Regulations**. Goldbelt shall, at Goldbelt's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances, and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted. Goldbelt warrants that it has obtained and is in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and the City, and shall maintain such compliance during the effective Term of this Agreement.

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

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

City, Goldbelt may retain copies of all materials.

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

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

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

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

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

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

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

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

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

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

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

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

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

[EXHIBITS ON FOLLOWING PAGES]

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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.

MEMORANDUM

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

DATE: November 28, 2022

TO: CBJ Assembly

FROM: Jeff Rogers, Finance Director

SUBJECT: **Proposed Revenue Sharing Agreement with Goldbelt, Inc**

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

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

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

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

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

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

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

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 8th day of May, 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

By: _____
Duncan Rorie Watt
City and Borough Manager
Date: _____

GOLDBELT, INC.

By: _____
McHugh Pierre
President & CEO
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.

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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 by 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

	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

April 12, 2023

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

Date

4-12-2023

Dave Scanlan

Date

Rorie Watt

Date

DOWL

MEMORANDUM

TO: City and Borough of Juneau

FROM: Adam Miles, P.E. (DOWL)
Cynthia Roe, Transportation Planner (DOWL)

DATE: December 20, 2023

SUBJECT: Eaglecrest Trip Generation Memorandum

1.0 BACKGROUND

This memorandum provides a trip generation summary for the proposed Eaglecrest Ski Area summer operations located in Juneau, Alaska. This memo was written to compare the expected trip generation to the Alaska Administrative Code (AAC) and City and Borough of Juneau (CBJ) Code trip generation threshold for a Traffic Impact Analysis (TIA).

2.0 TRAFFIC IMPACT ANALYSIS THRESHOLDS

In accordance with CBJ policy, a "(2) a development projected to generate fewer than 250 ADT shall not be required to have a traffic impact analysis." The policy continues to say a TIA is required for "… (1) a development projected to generate 500 or more average daily trips (ADT)", though "… (3) a development projected to generate more than 250 ADT but fewer than 500 ADT shall be required to have a traffic impact analysis if the Community Development Department Director determines that an analysis is necessary…".[1]

Additionally, the State of Alaska requires a Traffic Impact Analysis TIA "If a development is projected to generate more than 100 vehicle trips on a highway during any hour of the day".[2] Traffic impact analysis thresholds are only one measure used to determine the need for a TIA, and per 17 AAC 10.070 "The department will, in its discretion, require a traffic impact analysis based upon local traffic generation values." This clause provides the Department of Transportation and Public Facilities (DOT&PF) the broad ability to compel a TIA regardless of the trips generated.

3.0 DEVELOPMENT TRIP GENERATION

The Eaglecrest Ski Area is proposing to expand operations into the summer season for outdoor recreational activities, including but not limited to gondola rides with food and gift shop services available to visitors. Estimates detailing winter visitors and anticipated summer visitors of the Eaglecrest Ski Area were provided by the Client, as shown in the attached Appendix.[3] The estimates were investigated using 2022-2023 winter season ski pass scan data also provided

[1] Title 49 CBJ Code Chapter 49.40.300, https://library.municode.com/ak/juneau/codes/code_of_ordinances?nodeId=PTIICOOR_TIT49LAUS_CH49.40PATR

[2] Section 17 Alaska Administrative Code 10.060, https://www.akleg.gov/basis/aac.asp#17.10.050.

[3] Email from Eaglecrest Ski Area, September 11, 2023.

by Eaglecrest Ski Area.[4] The data was assessed to determine the expected number of daily and peak hour trips since an appropriate land use describing the development was not available in the *Institute of Transportation Engineers (ITE) Trip Generation Manual 11th Edition*.[5]

Since the available ski pass data only provides a daily count of scanned passes, a peak factor to determine the ratio between daily and peak hour traffic was generated from historical daily winter season counts at a short-term count station monitored by DOT&PF.[6] As shown in Table 1, The average peak hour factor for Eaglecrest Ski Area appears to range from 12.3% to 19.4% of the total daily traffic. The median and average peaking factor are tightly spaced around 14-15% with higher peaking factors generally occurring when daily traffic volumes were less than 200 vehicles for the day when the difference of 1 vehicle swings the peak factor by an entire percentage point. From this assessment a daily peak factor of 15% is assumed. The historical count data also indicates the peak hour most commonly occurs in the afternoon (12 of 14 days are Noon or later).

Table 1. Winter Season Daily Peak Factor (Site ID: 64774939)

Date	Day of Week	Peak Hour	Daily Traffic	Peak Hour Traffic	Peak Factor
2/3/2006	Friday	4:00 PM	749	92	12.3%
2/4/2006	Saturday	3:00 PM	1843	286	15.6%
2/5/2006	Sunday	Noon	1248	175	14.1%
2/6/2006	Monday	Noon	415	53	12.8%
2/7/2006	Tuesday	2:00 PM	95	15	15.8%
2/8/2006	Wednesday	2:00 PM	98	19	19.4%
2/9/2006	Thursday	8:00 AM	538	74	13.8%
3/11/2012	Sunday	4:00 PM	1437	219	15.3%
3/12/2012	Monday	4:00 PM	550	73	13.3%
3/13/2012	Tuesday	1:00 PM	136	22	16.2%
3/14/2012	Wednesday	Noon	224	32	14.3%
3/15/2012	Thursday	4:00 PM	579	86	14.9%
3/16/2012	Friday	9:00 AM	632	90	14.3%
3/17/2012	Saturday	4:00 PM	1233	171	13.9%
Max Peak Factor					19.4%
Average Peak Factor					14.8%
Median (50th Percentile) Peak Factor					14.3%
Min Peak Factor					12.3%

Applying this information to the 2022-2023 lift pass data, adjustments were made to the Client provided data, including the vehicle occupancy rate for visitor vehicles (passenger vehicles) and adding the number of employees (assuming no carpooling) to the vehicle count. Vehicle

[4] Email from Eaglecrest Ski Area, September 26, 2023.

[5] *ITE Trip Generation Manual,* 11th Edition, Institute of Transportation Engineers, September 2021.

[6] A total of 14-days of data collected from February 2006 and March 2012. Site ID: 000064774939

occupancy rates for recreational land uses in the *ITE Trip Generation Handbook (Trip Generation Handbook) 3rd Edition* range from 1.50 to 2.00.[7] Given the lack of field measured data, a conservative vehicle occupancy rate of 1.50 was used for visitor vehicles (passenger vehicles). As shown in Table 2, weekends are much more popular than weekdays with average daily visitor levels almost double the average weekday. Weekend visitor counts are also susceptible to event attendance swings such as the IFSA Jr Freeriders, Skimo, and Slush Cup when weekend daily visitor count regularly exceeds 900 visitors. For this analysis an average weekday of 400 daily visitors and average weekend of 700 daily visitors (excluding events) will be used.

Table 2. Eaglecrest 2022-2023 Winter Season Daily Trip Estimate

Day of Week	Daily Visitor Estimate		
	Max	Min	Ave
Sunday	933	2	506
Monday	671	175	417
Tuesday	312	1	182
Wednesday	371	44	233
Thursday	532	3	216
Friday	608	82	339
Saturday	1225	277	689

Table 3 shows the 2022-2023 winter season trip generation estimate for Eaglecrest Ski Area using all of the adjustment factors and visitor levels discussed prior (1.5 vehicle occupancy for visitors, 15% peaking factor) and a 64% outbound directional split based upon DOT&PF short term stations within the area. For both weekend and weekday winter operation, the Eaglecrest ski area exceeds 100 vehicle trips during the peak hour.

Table 3: Eaglecrest 2022-2023 Winter Season Trip Generation*

Day of Week	Visitors	Employees	Peak Hour (4p-5p)			Daily Trips
			In	Out	Total	
Weekday	400	70	37	64	101	674
Weekend	700	70	58	103	161	1074

*Assumes visitor vehicle occupancy of 1.5, peaking factor of 15%, and 64% outbound directional split.

Because Eaglecrest has not historically operated during the summer season, the development is assumed to serve the same number of visitors as the winter season and provide the same number of staff.

When the winter season data is applied to the summer, the occupancy factor should be reassessed due to the visitor population shifting from local Juneau residents to coach busses arriving from cruise ships in and near Downtown Juneau. Multiple coach bus tour operators indicated the average 40-50 passenger coach bus should be assumed as 50% full in the first

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year of operation to Eaglecrest (due to the tour being new) with occupancy quickly rising if the tour was 'successful'. Should operation fall below 15 passengers per bus, operators would consider reducing or removing the tour from their operation due to a lack of profitability. To be conservative, bus occupancy is assumed as 20 passengers per bus.[8]

A sensitivity analysis was conducted to assess the percentage of visitors traveling via coach bus and passenger vehicle that would warrant a TIA as required by the CBJ Code and AAC. The analyzed percentage of visitors traveling via coach bus ranged between 50 and 95 percent.[9] These analyses resulted in a range of daily trips between approximately 644 and 206 trips with peak hour trips ranging between 96 and 32 trips, respectively. Table 4 shows the number of total daily and PM peak hour trips anticipated for the 50% and 95% coach bus scenarios.

Table 4: Eaglecrest Summer Season Traffic Sensitivity Analysis

Day of Week	Visitor (Passenger Car)	Visitor (Coach Bus)	Employee	Peak Hour			Daily Trips
				In	Out	Total	
(50% Coach, 50% Passenger Vehicle)							
Weekday	200	200	70	23	41	64	428
Weekend	350	350	70	35	61	96	644
(95% Coach, 5% Passenger Vehicle)							
Weekday	20	380	70	12	20	32	206
Weekend	35	665	70	15	25	40	256

From the sensitivity analysis a TIA is not required by 17 AAC 10.060, due to the peak hour trips falling below 100 for any hour of any day analyzed.[10] However, the daily trips present a more complex assessment. As shown in the sensitivity analysis, depending on the assumed level of visitors arriving by coach bus, and the analyzed day of week a TIA may or may not be required. Looking at the range of possibilities, the most likely outcome is an ADT between 250 and 500 trips, which would place the decision for a TIA at the discretion of the CBJ Community Development Director.

According to CBJ code, if a TIA is prepared it "…must identify and assess the impacts of the proposed development on all affected transportation systems… The study area for the TIA shall be that area in which it is anticipated that the proposed development will increase ADT by five percent or more."[11] Based on this code requirement, a TIA for this development would analyze traffic operations for intersections along roadways with less than approximately 8,600 ADT on a weekday or 12,800 on a weekend. For this development these intersections include:

- N Douglas Highway / Fish Creek Road (Eaglecrest Road)
- N Douglas Highway / Juneau-Douglas Bridge Roundabout

[8] Coach bus occupancy based upon email responses from two tour providers in Juneau (HAP Alaska-Yukon and Juneau Tours), December 15, 2023.

[9] Initial values provided by Eaglecrest Ski Area Staff indicate a coach bus ridership of 95%.

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The Juneau-Douglas Bridge currently averages more than 13,000 ADT and S Douglas Highway roundabout averages more than 6,800 ADT. No additional intersections beyond the Juneau-Douglas Bridge roundabout are required by CBJ Code.

4.0 CONCLUSION

The Eaglecrest Ski Area is proposing to expand operations into the summer season providing visitors with gondola ride, food, and gift shop services. Since coach bus ridership to the development is unknown, a sensitivity analysis indicated a range of daily trips between approximately 644 and 206 trips with PM peak hour trips ranging between 96 and 32 trips, respectively. From the sensitivity analysis a TIA is not required by 17 AAC 10.060, due to the peak hour trips falling below 100 for any hour of any day analyzed.[12] Based upon CBJ code, the need for a TIA of this development is most likely at the discretion of the Community Development Department Director, with an ADT between 250 and 500 trips.

If a TIA is requested, the following study intersections should be included consistent with CBJ Code:

- N Douglas Highway / Fish Creek Road (Eaglecrest Road)
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No additional intersections beyond the Juneau-Douglas Bridge roundabout are required by CBJ Code.

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Appendix

Client Provided Data

Eaglecrest Traffic Impact Analysis Preliminary Data

Existing winter seasonal traffic data

on average Eaglecrest will have 50,000 ticketed winter visitors over a 90 operating days	50000
average number of people per day	556
Historically Eaglecrest used the metric that on average 2.5 people arrive per car resulting in 222 one way trips	222
Eaglecrest will receive an average of 100 additional non ticketed users on operating days divded by out 2.5 per vehicle average equals	40
Eaglecrest will have on average 70 employees arrive to the mountain independently	70
Total average one way trips during winter season	332
Total average daily trips (ADT) round trips	**664**

Future anticipated summer season Traffic Pattern

Assumptions mid bus density low independent traveler

Target visitation of 80,000 to 100,000 total visitors over a 140 day operating season.	
95% of the visitors will arrive to Eaglecrest in large motor coach busses	
Using the high case projection of 100,000 visitors 95,000 will be arriving on motor coaches	
Daily arrivals via motor coach	679
Assumption for this study is that motor coaches are only loaded to an average of 60% capacity with 30 people per motor coach	
Using the above assumption we will have 46 average daily motor coach trips on the road which include traffic to and from the site	46
As mentioned above 5% of visitors will arrive independently accounting for 5000 visitors or 36 visitors per day.	
Using the metrics from our winter assumptions, 2.5 vistors will be in each vehicle, creating a total of 30 total vehicle trips	30
Summer operations will require 50% fewer Employees than the winter accounting for 70 total vehicle trips	70
Total anticipated Average Daily Trips (ADT) round trips for summer operations	**146**

Assumptions Low buss density higher % independent traveler

Target visitation of 80,000 to 100,000 total visitors over a 140 day operating season.	
90% of the visitors will arrive to Eaglecrest in large motor coach busses	
Using the high case projection of 100,000 visitors 90,000 will be arriving on motor coaches	
Daily arrivals via motor coach	642
Assumption for this study is that motor coaches are only loaded to an average of 50% capacity with 25 people per motor coach	
Using the above assumption we will have 52 average daily motor coach trips on the road which include traffic to and from the site	52
As mentioned above 10% of visitors will arrive independently accounting for 10000 visitors or 71 visitors per day.	
Using the metrics from our winter assumptions, 2.5 vistors will be in each vehicle, creating a total of 58 total vehicle trips	58
Summer operations will require 50% fewer Employees than the winter accounting for 70 total vehicle trips	70
Total anticipated Average Daily Trips (ADT) for summer operations	**180**

If busses traveled at 100% capacity with the same independent traveler visitation Eaglecrest would be receiving 188,440 total visitors

Eaglecrest Scan Totals 2022/23 Season

Hooter Lift		
Date	Total Scans	Unique Passes
12/11/2022	3	2
12/15/2022	16	3
12/16/2022	376	197
12/17/2022	761	294
12/18/2022	330	153
12/21/2022	81	44
12/22/2022	231	97
12/23/2022	560	191
12/24/2022	821	407
12/26/2022	994	372
12/27/2022	616	239
12/28/2022	834	289
12/29/2022	809	281
12/30/2022	878	336
12/31/2022	878	340
1/1/2023	244	85
1/2/2023	545	239
1/3/2023	545	206
1/4/2023	538	202
1/6/2023	689	297
1/7/2023	1095	476
1/8/2023	930	396
1/11/2023	130	48
1/12/2023	76	53
1/13/2023	299	132
1/14/2023	1129	413
1/15/2023	727	350
1/16/2023	887	344
1/18/2023	142	100
1/19/2023	244	74
1/20/2023	229	97
1/21/2023	748	262
1/22/2023	926	422
1/24/2023		
1/26/2023	193	39
1/27/2023	390	82
1/28/2023	843	283
1/29/2023	626	258
2/1/2023	304	174
2/2/2023	403	193
2/3/2023	1194	500
2/4/2023	3456	1011
2/5/2023	2858	911
2/8/2023	680	274
2/9/2023	539	244
2/10/2023	1015	462
2/11/2023	3057	933
2/12/2023	1084	422
2/15/2023	1323	347
2/16/2023	1316	487
2/17/2023	1823	608
2/18/2023	2338	818
2/19/2023	2826	722
2/20/2023	1995	671
2/22/2023	413	173
2/23/2023	513	184
2/24/2023	947	345
2/25/2023	4051	1225
2/26/2023	2799	865
3/2/2023	1141	474
3/3/2023	1420	608
3/4/2023	3551	1070
3/5/2023	2220	712
3/8/2023	359	163
3/9/2023	693	221
3/10/2023	632	246
3/11/2023	2704	592
3/12/2023	1751	578
3/15/2023	959	302
3/16/2023	1014	190
3/17/2023	939	335
3/18/2023	2095	679
3/19/2023	737	276
3/20/2023	576	175
3/21/2023	1198	312
3/22/2023	1164	296
3/23/2023	1376	314
3/24/2023	1211	379
3/25/2023	1554	530
3/26/2023	2927	933
3/29/2023	550	260
3/30/2023	311	122
3/31/2023	464	211
4/1/2023	1764	695
4/2/2023	1680	689
4/5/2023	250	141
4/6/2023	171	93
4/7/2023	443	219
4/8/2023	3307	1107
4/9/2023	1222	537
4/11/2023		
Totals:	**95680**	**33131**

Ptarmigan Lift		
Date	Total Scans	Unique Passes
12/15/2022	2	1
12/16/2022	1313	278
12/17/2022	626	213
12/18/2022	345	113
12/21/2022	125	39
12/22/2022	219	68
12/23/2022	582	128
12/24/2022	1614	519
12/26/2022	2520	554
12/27/2022	1772	312
12/28/2022	847	297
12/29/2022	931	298
12/30/2022	1719	446
12/31/2022	1858	501
1/1/2023	1	1
1/2/2023	1656	338
1/3/2023	1590	279
1/4/2023	987	262
1/6/2023	1568	430
1/7/2023	2558	607
1/8/2023	376	220
1/11/2023	365	95
1/12/2023	380	125
1/13/2023	515	168
1/14/2023	1299	480
1/15/2023	1133	430
1/16/2023	1130	346
1/18/2023	972	212
1/19/2023	355	93
1/20/2023	409	151
1/21/2023	898	277
1/22/2023	3039	578
1/24/2023	1	1
1/26/2023	4	3
1/27/2023	1	1
1/28/2023	1590	369
1/29/2023	1209	305
2/1/2023	1136	277
2/2/2023	1427	326
2/3/2023	2050	479
2/4/2023	2905	757
2/5/2023	2962	682
2/8/2023	2647	364
2/9/2023	1670	289
2/10/2023	1996	533
2/11/2023	3179	783
2/12/2023	1556	370
2/15/2023	2109	371
2/16/2023	3673	532
2/17/2023	2042	485
2/18/2023	3493	715
2/19/2023	2098	537
2/20/2023	2217	523
2/22/2023	762	175
2/23/2023	637	159
2/24/2023	1401	319
2/25/2023	3780	973
2/26/2023	1101	433
3/2/2023	2169	515
3/3/2023	1303	461
3/4/2023	2665	725
3/5/2023	962	365
3/8/2023	298	100
3/9/2023	396	126
3/10/2023	275	124
3/11/2023	961	321
3/12/2023	785	281
3/15/2023	784	228
3/17/2023	2303	354
3/18/2023	1950	551
3/19/2023	426	155
3/20/2023	527	134
3/21/2023	1194	267
3/22/2023	569	193
3/23/2023	1143	266
3/24/2023	1125	304
3/25/2023	681	278
3/26/2023	2084	623
3/29/2023	371	166
3/30/2023	131	64
3/31/2023	304	124
4/1/2023	1137	430
4/2/2023	2574	593
4/5/2023	364	134
4/6/2023	133	64
4/7/2023	260	132
4/8/2023	1977	687
4/9/2023	801	323
4/11/2023	6	2
Totals:	**112008**	**28710**

Porcupine Only Tickets Sold	
	Total Sold
	550
Totals:	**550**

Nordic Tickets Sold		
	Day Tickets	Pass Add-On
	86	262
Totals:	**86**	**262**

DOWL

MEMORANDUM

TO: City and Borough of Juneau

FROM: Adam Miles, P.E. (DOWL)
Cynthia Roe, Transportation Planner (DOWL)

DATE: January 10, 2024

SUBJECT: Eaglecrest Trip Generation Memorandum

1.0 BACKGROUND

This memorandum provides a trip generation summary for the proposed Eaglecrest Ski Area summer operations located in Juneau, Alaska. This memo was written to compare the expected trip generation to the Alaska Administrative Code (AAC) and City and Borough of Juneau (CBJ) Code trip generation threshold for a Traffic Impact Analysis (TIA).

2.0 TRAFFIC IMPACT ANALYSIS THRESHOLDS

In accordance with CBJ policy, a "(2) a development projected to generate fewer than 250 ADT shall not be required to have a traffic impact analysis." The policy continues to say a TIA is required for "… (1) a development projected to generate 500 or more average daily trips (ADT)", though "… (3) a development projected to generate more than 250 ADT but fewer than 500 ADT shall be required to have a traffic impact analysis if the Community Development Department Director determines that an analysis is necessary…".[1]

Additionally, the State of Alaska requires a Traffic Impact Analysis TIA "If a development is projected to generate more than 100 vehicle trips on a highway during any hour of the day".[2] Traffic impact analysis thresholds are only one measure used to determine the need for a TIA, and per 17 AAC 10.070 "The department will, in its discretion, require a traffic impact analysis based upon local traffic generation values." This clause provides the Department of Transportation and Public Facilities (DOT&PF) the broad ability to compel a TIA regardless of the trips generated.

3.0 DEVELOPMENT TRIP GENERATION

The Eaglecrest Ski Area is proposing to expand operations into the summer season for outdoor recreational activities, including but not limited to gondola rides with food and gift shop services available to visitors. Estimates detailing winter visitors and anticipated summer visitors of the Eaglecrest Ski Area were provided by the Client, as shown in the attached Appendix.[3] The estimates were investigated using 2022-2023 winter season ski pass scan data also provided

[1] Title 49 CBJ Code Chapter 49.40.300, https://library.municode.com/ak/juneau/codes/code_of_ordinances?nodeId=PTIICOOR_TIT49LAUS_CH49.40PATR

[2] Section 17 Alaska Administrative Code 10.060, https://www.akleg.gov/basis/aac.asp#17.10.050.

[3] Email from Eaglecrest Ski Area, September 11, 2023.

by Eaglecrest Ski Area.[4] The data was assessed to determine the expected number of daily and peak hour trips since an appropriate land use describing the development was not available in the *Institute of Transportation Engineers (ITE) Trip Generation Manual 11th Edition*.[5]

Since the available ski pass data only provides a daily count of scanned passes, a peak factor to determine the ratio between daily and peak hour traffic was generated from historical daily winter season counts at a short-term count station monitored by DOT&PF.[6] As shown in Table 1, The average peak hour factor for Eaglecrest Ski Area appears to range from 12.3% to 19.4% of the total daily traffic. The median and average peaking factor are tightly spaced around 14-15% with higher peaking factors generally occurring when daily traffic volumes were less than 200 vehicles for the day when the difference of 1 vehicle swings the peak factor by an entire percentage point. From this assessment a daily peak factor of 15% is assumed. The historical count data also indicates the peak hour most commonly occurs in the afternoon (12 of 14 days are Noon or later).

Table 1. Winter Season Daily Peak Factor (Site ID: 64774939)

Date	Day of Week	Peak Hour	Daily Traffic	Peak Hour Traffic	Peak Factor
2/3/2006	Friday	4:00 PM	749	92	12.3%
2/4/2006	Saturday	3:00 PM	1843	286	15.6%
2/5/2006	Sunday	Noon	1248	175	14.1%
2/6/2006	Monday	Noon	415	53	12.8%
2/7/2006	Tuesday	2:00 PM	95	15	15.8%
2/8/2006	Wednesday	2:00 PM	98	19	19.4%
2/9/2006	Thursday	8:00 AM	538	74	13.8%
3/11/2012	Sunday	4:00 PM	1437	219	15.3%
3/12/2012	Monday	4:00 PM	550	73	13.3%
3/13/2012	Tuesday	1:00 PM	136	22	16.2%
3/14/2012	Wednesday	Noon	224	32	14.3%
3/15/2012	Thursday	4:00 PM	579	86	14.9%
3/16/2012	Friday	9:00 AM	632	90	14.3%
3/17/2012	Saturday	4:00 PM	1233	171	13.9%
				Max Peak Factor	19.4%
				Average Peak Factor	14.8%
				Median (50th Percentile) Peak Factor	14.3%
				Min Peak Factor	12.3%

Applying this information to the 2022-2023 lift pass data, adjustments were made to the Client provided data, including the vehicle occupancy rate for visitor vehicles (passenger vehicles) and adding the number of employees (assuming no carpooling) to the vehicle count. Vehicle

[4] Email from Eaglecrest Ski Area, September 26, 2023.

[5] *ITE Trip Generation Manual,* 11th Edition, Institute of Transportation Engineers, September 2021.

[6] A total of 14-days of data collected from February 2006 and March 2012. Site ID: 000064774939

occupancy rates for recreational land uses in the *ITE Trip Generation Handbook (Trip Generation Handbook) 3rd Edition* range from 1.50 to 2.00.[7] Given the lack of field measured data, a conservative vehicle occupancy rate of 1.50 was used for visitor vehicles (passenger vehicles). As shown in Table 2, weekends are much more popular than weekdays with average daily visitor levels almost double the average weekday. Weekend visitor counts are also susceptible to event attendance swings such as the IFSA Jr Freeriders, Skimo, and Slush Cup when weekend daily visitor count regularly exceeds 900 visitors. For this analysis an average weekday of 400 daily visitors and average weekend of 700 daily visitors (excluding events) will be used.

Table 2. Eaglecrest 2022-2023 Winter Season Daily Trip Estimate

Day of Week	Daily Visitor Estimate		
	Max	Min	Ave
Sunday	933	2	506
Monday	671	175	417
Tuesday	312	1	182
Wednesday	371	44	233
Thursday	532	3	216
Friday	608	82	339
Saturday	1225	277	689

Table 3 shows the 2022-2023 winter season trip generation estimate for Eaglecrest Ski Area using all of the adjustment factors and visitor levels discussed prior (1.5 vehicle occupancy for visitors, 15% peaking factor) and a 64% outbound directional split based upon DOT&PF short term stations within the area. For both weekend and weekday winter operation, the Eaglecrest ski area exceeds 100 vehicle trips during the peak hour.

Table 3: Eaglecrest 2022-2023 Winter Season Trip Generation*

Day of Week	Visitors	Employees	Peak Hour (4p-5p)			Daily Trips
			In	Out	Total	
Weekday	400	70	37	64	101	674
Weekend	700	70	58	103	161	1074

*Assumes visitor vehicle occupancy of 1.5, peaking factor of 15%, and 64% outbound directional split.

Because Eaglecrest has not historically operated during the summer season, the development is assumed to serve the same number of visitors as the winter season and provide the same number of staff.

When the winter season data is applied to the summer, the occupancy factor should be reassessed due to the visitor population shifting from local Juneau residents to coach busses arriving from cruise ships in and near Downtown Juneau. Multiple coach bus tour operators indicated the average 40-50 passenger coach bus should be assumed as 50% full in the first

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year of operation to Eaglecrest (due to the tour being new) with occupancy quickly rising if the tour was 'successful'. Should operation fall below 15 passengers per bus, operators would consider reducing or removing the tour from their operation due to a lack of profitability. To be conservative, bus occupancy is assumed as 20 passengers per bus.[8]

A sensitivity analysis was conducted to assess the percentage of visitors traveling via coach bus and passenger vehicle that would warrant a TIA as required by the CBJ Code and AAC. The analyzed percentage of visitors traveling via coach bus ranged between 50 and 95 percent.[9] These analyses resulted in a range of daily trips between approximately 644 and 206 trips with peak hour trips ranging between 96 and 32 trips, respectively. Table 4 shows the number of total daily and PM peak hour trips anticipated for the 50%, 75%, and 95% coach bus scenarios.

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Day of Week	Visitor (Passenger Car)	Visitor (Coach Bus)	Employee	Peak Hour			Daily Trips
				In	Out	Total	
(50% Coach, 50% Passenger Vehicle)							
Weekday	200	200	70	23	41	64	428
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(75% Coach, 25% Passenger Vehicle)							
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For this development these intersections include:

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- N Douglas Highway / Juneau-Douglas Bridge Roundabout

The Juneau-Douglas Bridge currently averages more than 13,000 ADT and S Douglas Highway roundabout averages more than 6,800 ADT. No additional intersections beyond the Juneau-Douglas Bridge roundabout are required by CBJ Code.

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Eaglecrest will have on average 70 employees arrive to the mountain independently	70
Total average one way trips during winter season	332
Total average daily trips (ADT) round trips	**664**

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Assumptions mid bus density low independent traveler

Target visitation of 80,000 to 100,000 total visitors over a 140 day operating season.	
95% of the visitors will arrive to Eaglecrest in large motor coach busses	
Using the high case projection of 100,000 visitors 95,000 will be arriving on motor coaches	
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Assumption for this study is that motor coaches are only loaded to an average of 60% capacity with 30 people per motor coach	
Using the above assumption we will have 46 average daily motor coach trips on the road which include traffic to and from the site	46
As mentioned above 5% of visitors will arrive independently accounting for 5000 visitors or 36 visitors per day.	
Using the metrics from our winter assumptions, 2.5 vistors will be in each vehicle, creating a total of 30 total vehicle trips	30
Summer operations will require 50% fewer Employees than the winter accounting for 70 total vehicle trips	70
Total anticipated Average Daily Trips (ADT) round trips for summer operations	**146**

Assumptions Low buss density higher % independent traveler

Target visitation of 80,000 to 100,000 total visitors over a 140 day operating season.	
90% of the visitors will arrive to Eaglecrest in large motor coach busses	
Using the high case projection of 100,000 visitors 90,000 will be arriving on motor coaches	
Daily arrivals via motor coach	642
Assumption for this study is that motor coaches are only loaded to an average of 50% capacity with 25 people per motor coach	
Using the above assumption we will have 52 average daily motor coach trips on the road which include traffic to and from the site	52
As mentioned above 10% of visitors will arrive independently accounting for 10000 visitors or 71 visitors per day.	
Using the metrics from our winter assumptions, 2.5 vistors will be in each vehicle, creating a total of 58 total vehicle trips	58
Summer operations will require 50% fewer Employees than the winter accounting for 70 total vehicle trips	70
Total anticipated Average Daily Trips (ADT) for summer operations	**180**

If busses traveled at 100% capacity with the same independent traveler visitation Eaglecrest would be receiving 188,440 total visitors

Eaglecrest Scan Totals 2022/23 Season

Hooter Lift		
Date	Total Scans	Unique Passes
12/11/2022	3	2
12/15/2022	16	3
12/16/2022	376	197
12/17/2022	761	294
12/18/2022	330	153
12/21/2022	81	44
12/22/2022	231	97
12/23/2022	560	191
12/24/2022	821	407
12/26/2022	994	372
12/27/2022	616	239
12/28/2022	834	289
12/29/2022	809	281
12/30/2022	878	336
12/31/2022	878	340
1/1/2023	244	85
1/2/2023	545	239
1/3/2023	545	206
1/4/2023	538	202
1/6/2023	689	297
1/7/2023	1095	476
1/8/2023	930	396
1/11/2023	130	48
1/12/2023	76	53
1/13/2023	299	132
1/14/2023	1129	413
1/15/2023	727	350
1/16/2023	887	344
1/18/2023	142	100
1/19/2023	244	74
1/20/2023	229	97
1/21/2023	748	262
1/22/2023	926	422
1/24/2023		
1/26/2023	193	39
1/27/2023	390	82
1/28/2023	843	283
1/29/2023	626	258
2/1/2023	304	174
2/2/2023	403	193
2/3/2023	1194	500
2/4/2023	3456	1011
2/5/2023	2858	911
2/8/2023	680	274
2/9/2023	539	244
2/10/2023	1015	462
2/11/2023	3057	933
2/12/2023	1084	422
2/15/2023	1323	347
2/16/2023	1316	487
2/17/2023	1823	608
2/18/2023	2338	818
2/19/2023	2826	722
2/20/2023	1995	671
2/22/2023	413	173
2/23/2023	513	184
2/24/2023	947	345
2/25/2023	4051	1225
2/26/2023	2799	865
3/2/2023	1141	474
3/3/2023	1420	608
3/4/2023	3551	1070
3/5/2023	2220	712
3/8/2023	359	163
3/9/2023	693	221
3/10/2023	632	246
3/11/2023	2704	592
3/12/2023	1751	578
3/15/2023	959	302
3/16/2023	1014	190
3/17/2023	939	335
3/18/2023	2095	679
3/19/2023	737	276
3/20/2023	576	175
3/21/2023	1198	312
3/22/2023	1164	296
3/23/2023	1376	314
3/24/2023	1211	379
3/25/2023	1554	530
3/26/2023	2927	933
3/29/2023	550	260
3/30/2023	311	122
3/31/2023	464	211
4/1/2023	1764	695
4/2/2023	1680	689
4/5/2023	250	141
4/6/2023	171	93
4/7/2023	443	219
4/8/2023	3307	1107
4/9/2023	1222	537
4/11/2023		
Totals:	**95680**	**33131**

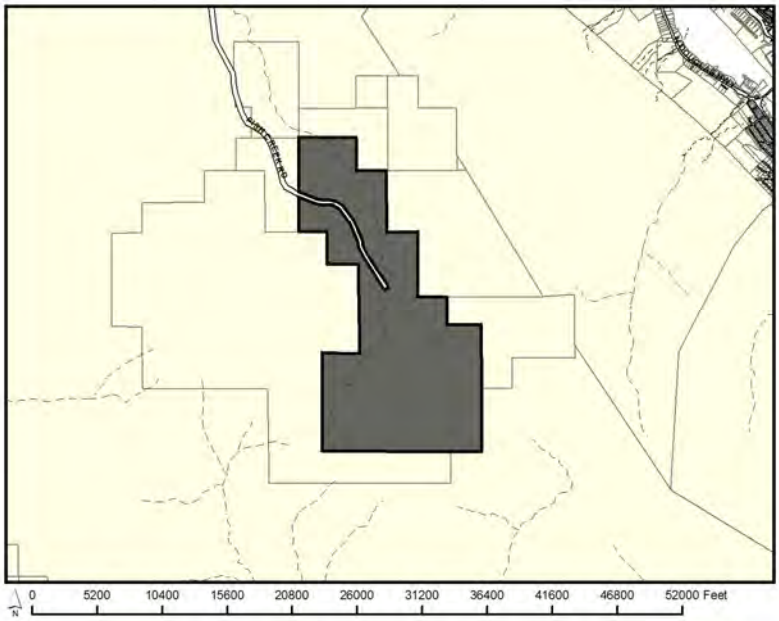
Ptarmigan Lift		
Date	Total Scans	Unique Passes
12/15/2022	2	1
12/16/2022	1313	278
12/17/2022	626	213
12/18/2022	345	113
12/21/2022	125	39
12/22/2022	219	68
12/23/2022	582	128
12/24/2022	1614	519
12/26/2022	2520	554
12/27/2022	1772	312
12/28/2022	847	297
12/29/2022	931	298
12/30/2022	1719	446
12/31/2022	1858	501
1/1/2023	1	1
1/2/2023	1656	338
1/3/2023	1590	279
1/4/2023	987	262
1/6/2023	1568	430
1/7/2023	2558	607
1/8/2023	376	220
1/11/2023	365	95
1/12/2023	380	125
1/13/2023	515	168
1/14/2023	1299	480
1/15/2023	1133	430
1/16/2023	1130	346
1/18/2023	972	212
1/19/2023	355	93
1/20/2023	409	151
1/21/2023	898	277
1/22/2023	3039	578
1/24/2023	1	1
1/26/2023	4	3
1/27/2023	1	1
1/28/2023	1590	369
1/29/2023	1209	305
2/1/2023	1136	277
2/2/2023	1427	326
2/3/2023	2050	479
2/4/2023	2905	757
2/5/2023	2962	682
2/8/2023	2647	364
2/9/2023	1670	289
2/10/2023	1996	533
2/11/2023	3179	783
2/12/2023	1556	370
2/15/2023	2109	371
2/16/2023	3673	532
2/17/2023	2042	485
2/18/2023	3493	715
2/19/2023	2098	537
2/20/2023	2217	523
2/22/2023	762	175
2/23/2023	637	159
2/24/2023	1401	319
2/25/2023	3780	973
2/26/2023	1101	433
3/2/2023	2169	515
3/3/2023	1303	461
3/4/2023	2665	725
3/5/2023	962	365
3/8/2023	298	100
3/9/2023	396	126
3/10/2023	275	124
3/11/2023	961	321
3/12/2023	785	281
3/15/2023	784	228
3/17/2023	2303	354
3/18/2023	1950	551
3/19/2023	426	155
3/20/2023	527	134
3/21/2023	1194	267
3/22/2023	569	193
3/23/2023	1143	266
3/24/2023	1125	304
3/25/2023	681	278
3/26/2023	2084	623
3/29/2023	371	166
3/30/2023	131	64
3/31/2023	304	124
4/1/2023	1137	430
4/2/2023	2574	593
4/5/2023	364	134
4/6/2023	133	64
4/7/2023	260	132
4/8/2023	1977	687
4/9/2023	801	323
4/11/2023	6	2
Totals:	**112008**	**28710**

Porcupine Only Tickets Sold	
	Total Sold
	550
Totals:	**550**

Nordic Tickets Sold		
	Day Tickets	Pass Add-On
	86	262
Totals:	**86**	**262**

Invitation to Comment

City Project Review & Conditional Use Permit for the Eaglecrest Summit House and Gondola.



CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT
155 S. Seward Street Juneau, Alaska 99801

TO:

An application has been submitted for consideration and public hearing by the Planning Commission for a **City Project Review & Conditional Use Permit for the Eaglecrest Summit House and Gondola** at **3000 Fish Creek Road** in a **Rural Reserve (RR)** zone.

PROJECT INFORMATION:
Project Information can be found at:
https://juneau.org/community-development/short-term-projects

PLANNING COMMISSION DOCUMENTS:
Staff Report expected to be posted **July 31st, 2023** at
https://juneau.org/community-development/planning-commission
Find hearing results, meeting minutes, and more here, as well.

Now through July 17

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

July 18— noon, August 4

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

HEARING DATE & TIME: 7:00 pm, August 8, 2023

This meeting will be held in person and by remote participation. For remote participation: join the Webinar by visiting https://juneau.zoom.us/j/85938116675 and use the Webinar ID: 859 3811 6675 OR join by telephone, calling: 1-253-215-8782 and enter the Webinar ID (above).

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

August 9

The results of the hearing will be posted online.

FOR DETAILS OR QUESTIONS,

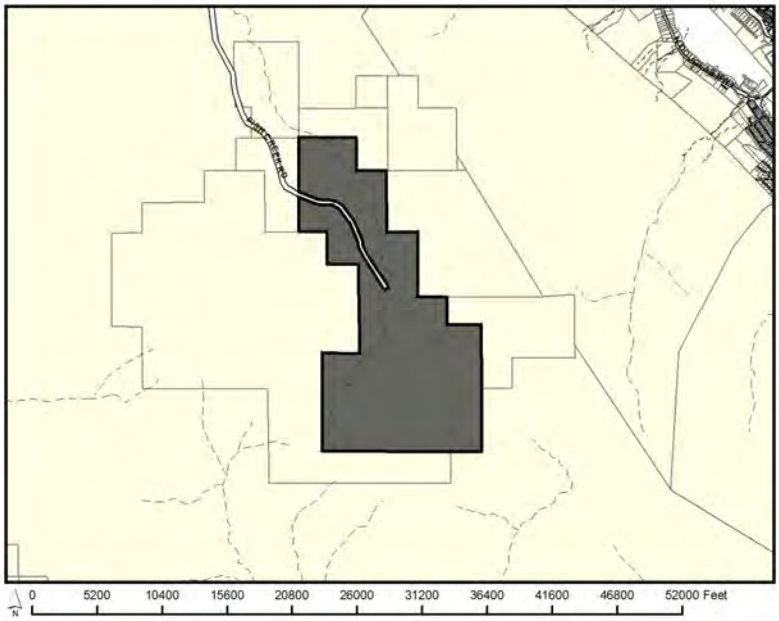
Phone: **(907)586-0753 ext. 4139**
Email: **pc_comments@juneau.gov or Jennifer.Shields@juneau.gov**
Mail: **Community Development, 155 S. Seward Street, Juneau AK 99801**

Case No.: USE2023 0009 & CSP2023 0001
Parcel No.: 3D1021000010
CBJ Parcel Viewer: http://epv.juneau.org

Printed June 27, 2023

Invitation to Comment

City Project Review & Conditional Use Permit for the Eaglecrest Summit House and Gondola.



CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

155 Heritage Way Juneau, Alaska 99801

TO:

An application has been submitted for consideration and public hearing by the Planning Commission for a **City Project Review & Conditional Use Permit for the Eaglecrest Summit House and Gondola** at **3000 Fish Creek Road** in a **Rural Reserve (RR)** zone.

PROJECT INFORMATION:
Project Information can be found at:
https://juneau.org/community-development/short-term-projects

PLANNING COMMISSION DOCUMENTS:
Staff Report expected to be posted **February 20th, 2024** at
https://juneau.org/community-development/planning-commission
Find hearing results, meeting minutes, and more here, as well.

Now through Feb. 5th

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

Feb. 6th— noon, Feb. 23rd

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

HEARING DATE & TIME: 7:00 pm, Feb. 27th, 2024

This meeting will be held in person and by remote participation. For remote participation: join the Webinar by visiting https://juneau.zoom.us/j/82129669482 and use the Webinar ID: 821 2966 9482 OR join by telephone, calling: 1-253-215-8782 and enter the Webinar ID (above).

You may also participate in person in City Hall Assembly Chambers, 155 Heritage Way, Juneau, Alaska.

Feb. 28th

The results of the hearing will be posted online.

FOR DETAILS OR QUESTIONS,

Phone: **(907)586-0753 ext. 4139**
Email: **pc_comments@juneau.gov or jennifer.shields@juneau.gov**
Mail: **Community Development, 155 Heritage Way, Juneau AK 99801**

Case No.: USE2023 0009 & CSP2023 0001
Parcel No.: 3D1021000010
CBJ Parcel Viewer: http://epv.juneau.org

Printed January 17, 2024

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

155 S. SEWARD STREET ▪ JUNEAU, ALASKA 99801
PHONE: 907-586-0715 ▪ FAX: 907-586-4589

PUBLIC SERVICE ANNOUNCEMENT
June 28, 2023

Planning Commission To Hear Eaglecrest Summer Development Plan August 8

Eaglecrest Ski Area is applying for a City Project Review & Conditional Use Permit (concurrently) to develop a number of amenities, including the following:

- Gondola with base station, upper station, and supporting structures
- "Summit House" warming hut
- Construction access roads
- Mountain bike trails
- Two Upper Fish Creek bridge crossings (each approx. 40 feet in length)
- Picnic pavilion near Cropley Lake
- Snow tubing park

Both applications will be heard by the CBJ Planning Commission at the Regular Planning Commission Meeting on Tuesday, August 8, 2023 at 7 p.m. in the Assembly Chambers.

For Zoom information, visit juneau.org/calendar.

Public Participation:
The public may participate in person or via Zoom webinar. Members of the public are encouraged to send their written comments in advance of the meeting to PC_Comments@juneau.gov. The deadline to submit written comments is 12 p.m. Friday, August 4, 2023.

For more information, please visit the Community Development Department's short term projects page at juneau.org/community-development/short-term-projects.

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CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
155 S. SEWARD STREET ▪ JUNEAU, ALASKA 99801 ▪ 907-586-5240

PUBLIC SERVICE ANNOUNCEMENT
July 31, 2023

Planning Commission Hearings on Eaglecrest Summer Development Plan Postponed

Eaglecrest Ski Area is applying for a City Project Review and a Conditional Use Permit (concurrently) to develop a number of amenities, including a gondola and Summit House lodge.

Hearings for both applications were originally scheduled for the Regular Planning Commission Meeting on Tuesday, August 8, 2023 at 7 p.m. in the Assembly Chambers. These hearings have been POSTPONED and will be rescheduled at a later date to be determined.

For more information, please contact the Community Development Department at 907-586-0715 or PC_Comments@juneau.org.

###

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
155 HERITAGE WAY ▪ JUNEAU, ALASKA 99801 ▪ 907-586-5240

PUBLIC SERVICE ANNOUNCEMENT
February 8, 2024

Planning Commission To Hear Eaglecrest Summer Development Plan February 27

Eaglecrest Ski Area is applying for a City Project Review & Conditional Use Permit (concurrently) to develop a number of amenities, including the following:

- Gondola with base station, upper station, and supporting structures
- "Summit House" warming hut
- Construction access roads
- Mountain bike trails
- Two Upper Fish Creek bridge crossings (each approx. 40 feet in length)
- Picnic pavilion near Cropley Lake
- Snow tubing park

Both applications will be heard by the CBJ Planning Commission at the Regular Planning Commission Meeting on Tuesday, February 27, 2024, at 7 p.m. in the Assembly Chambers.

For Zoom information, visit juneau.org/calendar.

Public Participation

The public may participate in person or via Zoom webinar. Members of the public are encouraged to send their written comments in advance of the meeting to PC_Comments@juneau.gov. The deadline to submit written comments is 12 p.m. Friday, February 23, 2024.

For more information, please visit the Community Development Department's short-term projects page at juneau.org/community-development/short-term-projects.

###

Attachment L - Public Notice Sign Photos

Attachment L - Public Notice Sign Photos

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

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

COMMUNITY DEVELOPMENT DEPARTMENT - REQUEST FOR AGENCY COMMENT

DEPARTMENT: State of Alaska Department of Transportation and Public Facilities

STAFF PERSON/TITLE: Arthur Drown, Right of Way Agent, Southcoast Region Property Management

DATE: 12/26/2023

APPLICANT: Dave Scanlan, Eaglecrest General Manager

TYPE OF APPLICATION: CSP23-01 City Project Review and USE23-09 Conditional Use Permit

PROJECT DESCRIPTION:

The applicant is proposing several improvements to Eaglecrest's Ski Area. See the list below for details.

LEGAL DESCRIPTION: SECTION 31 T 41 S R 67 E CRM

PARCEL NUMBER(S): 3D1021000010

PHYSICAL ADDRESS: 3000 FISH CREEK RD

SPECIFIC QUESTIONS FROM PLANNER:

* Gondola with base station, upper station, and supporting structures
* Summit House" warming hut at the gondola's upper station, with a small snack bar, bathrooms, beer and wine bar, gift shop, and ski patrol station.
* Construction access roads
* Mountain bike trails
* Upper Fish Creek bridge crossing
* Picnic pavilion near Cropley Lake
* Snow tubing park

AGENCY COMMENTS:

The updated Trip Generation Memo provided by CBJ Planning the 19th of December satisfies the Departments request for additional analysis and data citation for the use of Eaglescrest winter operations as a basis for projecting future summer operations within the given Memo.

Though the projections in the Memo fall short of the threshold set in 17 AAC 10.060 for further analysis through a complete traffic impact analysis, should the actual peak hour trips generated by future development exceed the maximum projected peak hour traffic within the given Memo, the Department will require a traffic impact analysis to be conducted. Additionally, under 17 AAC 10.060, should the traffic generated detract from the safety of the highway, the applicant must perform a traffic impact analysis that meets the requirements of 17 AAC 10.070.

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

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155 S. Seward Street • Juneau, AK 99801

COMMUNITY DEVELOPMENT DEPARTMENT - REQUEST FOR AGENCY COMMENT

DEPARTMENT: Tourism

STAFF PERSON/TITLE: Alexandra Pierce - Tourism Manager

DATE: 8/1/23

APPLICANT: Dave Scanlan, Eaglecrest General Manager

TYPE OF APPLICATION: CSP23-01 City Project Review and USE23-09 Conditional Use Permit

PROJECT DESCRIPTION:

The applicant is proposing several improvements to Eaglecrest's Ski Area. See the list below for details.

LEGAL DESCRIPTION: SECTION 31 T 41 S R 67 E CRM

PARCEL NUMBER(S): 3D1021000010

PHYSICAL ADDRESS: 3000 FISH CREEK RD

SPECIFIC QUESTIONS FROM PLANNER:

* Gondola with base station, upper station, and supporting structures
* Summit House" warming hut at the gondola's upper station, with a small snack bar, bathrooms, beer and wine bar, gift shop, and ski patrol station.
* Construction access roads
* Mountain bike trails
* Upper Fish Creek bridge crossing
* Picnic pavilion near Cropley Lake
* Snow tubing park

AGENCY COMMENTS:

I don't see any information in the application about tour deployment, which will create most of the project's offiste impacts. It would be helpful to understand the tour model being considered. Will the applicant sell bus tickets as discrete tours (for example, a three hour tour with a start and end time) or will the applicant sell tours as more of a shuttle situation where there are buses running continuously to and from Eaglecrest? Will the tours be sold onboard the ship or in shoreside booths and online? Will there be a predictable tour deployment schedule or set hours of operation? Will there be a minimum number of guests booked before a tour is authorized to be scheduled? The first page of the narrative estimates 13 - 16 round-trip bus movements from downtown, but this seems low given that tour deployment typically happens by ship and by individual tours. Not all tours will fill up every day and the applicant needs to account for the ship schedule and how and when tours will be deployed to accurately estimate the impact of bus traffic.

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

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155 S. Seward Street • Juneau, AK 99801

COMMUNITY DEVELOPMENT DEPARTMENT - REQUEST FOR AGENCY COMMENT

DEPARTMENT: Department of Natural Resources

STAFF PERSON/TITLE: Kaitlyn Raffier/Southeast Regional Manager

DATE: 07/07/2023

APPLICANT: Dave Scanlan, Eaglecrest General Manager

TYPE OF APPLICATION: CSP23-01 City Project Review and USE23-09 Conditional Use Permit

PROJECT DESCRIPTION:

The applicant is proposing several improvements to Eaglecrest's Ski Area. See the list below for details.

LEGAL DESCRIPTION: SECTION 31 T 41 S R 67 E CRM

PARCEL NUMBER(S): 3D1021000010

PHYSICAL ADDRESS: 3000 FISH CREEK RD

SPECIFIC QUESTIONS FROM PLANNER:

* Gondola with base station, upper station, and supporting structures
* Summit House" warming hut at the gondola's upper station, with a small snack bar, bathrooms, beer and wine bar, gift shop, and ski patrol station.
* Construction access roads
* Mountain bike trails
* Upper Fish Creek bridge crossing
* Picnic pavilion near Cropley Lake
* Snow tubing park

AGENCY COMMENTS:

Eaglecrest/Dave Scanlan should continue to work with the Department of Natural Resources to obtain an authorization(s) for any use of state land regarding this project. Any planned construction or improvements to be placed on state land will go through the State's decision-making process and its own agency and public comment period. Thank you for the opportunity to review this application.

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

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CDD_Admin@juneau.org
www.juneau.org/CDD
155 S. Seward Street • Juneau, AK 99801

COMMUNITY DEVELOPMENT DEPARTMENT - REQUEST FOR AGENCY COMMENT

DEPARTMENT: Alaska Department of Fish and Game

STAFF PERSON/TITLE: Greg Albrecht Habitat Biologist

DATE: 6/29/23

APPLICANT: Dave Scanlan, Eaglecrest General Manager

TYPE OF APPLICATION: CSP23-01 City Project Review and USE23-09 Conditional Use Permit

PROJECT DESCRIPTION:

The applicant is proposing several improvements to Eaglecrest's Ski Area. See the list below for details.

LEGAL DESCRIPTION: SECTION 31 T 41 S R 67 E CRM

PARCEL NUMBER(S): 3D1021000010

PHYSICAL ADDRESS: 3000 FISH CREEK RD

SPECIFIC QUESTIONS FROM PLANNER:

* Gondola with base station, upper station, and supporting structures
* Summit House" warming hut at the gondola's upper station, with a small snack bar, bathrooms, beer and wine bar, gift shop, and ski patrol station.
* Construction access roads
* Mountain bike trails
* Upper Fish Creek bridge crossing
* Picnic pavilion near Cropley Lake
* Snow tubing park

AGENCY COMMENTS:

Fish Creek and many of its tributaries provide habitat for resident Dolly Varden Char throughout the Eaglecrest area up to Cropley Lake. A permit is not required for constructing a bridge over resident fish streams; however, should a culvert be considered at the proposed location or need arise for a culvert at other locations, a Fish Habitat Permit may be required and we would work directly with Eaglecrest in permitting.

We also recommend storing food and waste in bear-proof containers throughout construction and into operation of the proposed Summit House and Cropley picnic area.

Thank you for the opportunity to review and comment.

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

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

COMMUNITY DEVELOPMENT DEPARTMENT - REQUEST FOR AGENCY COMMENT

DEPARTMENT: Fire

STAFF PERSON/TITLE: Daniel Jager, Fire Marshal

DATE: 7-5-23

APPLICANT: Dave Scanlan, Eaglecrest General Manager

TYPE OF APPLICATION: CSP23-01 City Project Review and USE23-09 Conditional Use Permit

PROJECT DESCRIPTION:

The applicant is proposing several improvements to Eaglecrest's Ski Area. See the list below for details.

LEGAL DESCRIPTION: SECTION 31 T 41 S R 67 E CRM

PARCEL NUMBER(S): 3D1021000010

PHYSICAL ADDRESS: 3000 FISH CREEK RD

SPECIFIC QUESTIONS FROM PLANNER:

* Gondola with base station, upper station, and supporting structures
* Summit House" warming hut at the gondola's upper station, with a small snack bar, bathrooms, beer and wine bar, gift shop, and ski patrol station.
* Construction access roads
* Mountain bike trails
* Upper Fish Creek bridge crossings
* Picnic pavilion near Cropley Lake
* Snow tubing park

AGENCY COMMENTS:

There are no fire code issues at this time.

From: Bare, Charity M (DEC)
To: Jennifer Shields; dave.scanlan@eaglecrest.com
Cc: Peterson, Ryan E (DEC); Harris, Christina R (DEC); Zimmer, Raymond T (DEC)
Subject: RE: CSP23-01 & USE23-09 - Eaglecrest Ski Area Improvements
Date: Tuesday, June 20, 2023 1:36:53 PM
Attachments: Eaglecrest Ski Area RFI.pdf

Thank you for allowing us to comment on this project.
The water system for the Summit house will need to be reviewed and approved by the Drinking Water program if Summit House will serve more than 25 ppd. Water system plans will need to be designed and submitted by an engineer.
Also, Eaglecrest Ski Area water system does not currently have final approval to operate from the Drinking Water program. Please see the attached email for remaining information we need. Since more people will have access to the water system, it will be important to resolve these issues as soon as possible.
Thanks,

Charity Bare
ADEC Drinking Water Program
43335 Kalifornsky Beach Rd. Suite 11
Phone: (907) 262-3400

From: Jennifer Shields <Jennifer.Shields@juneau.gov>
Sent: Tuesday, June 20, 2023 11:20 AM
To: Bare, Charity M (DEC) <charity.bare@alaska.gov>
Cc: Peterson, Ryan E (DEC) <ryan.peterson@alaska.gov>; Harris, Christina R (DEC) <christina.harris@alaska.gov>
Subject: CSP23-01 & USE23-09 - Eaglecrest Ski Area Improvements

Some people who received this message don't often get email from jennifer.shields@juneau.gov. Learn why this is important

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

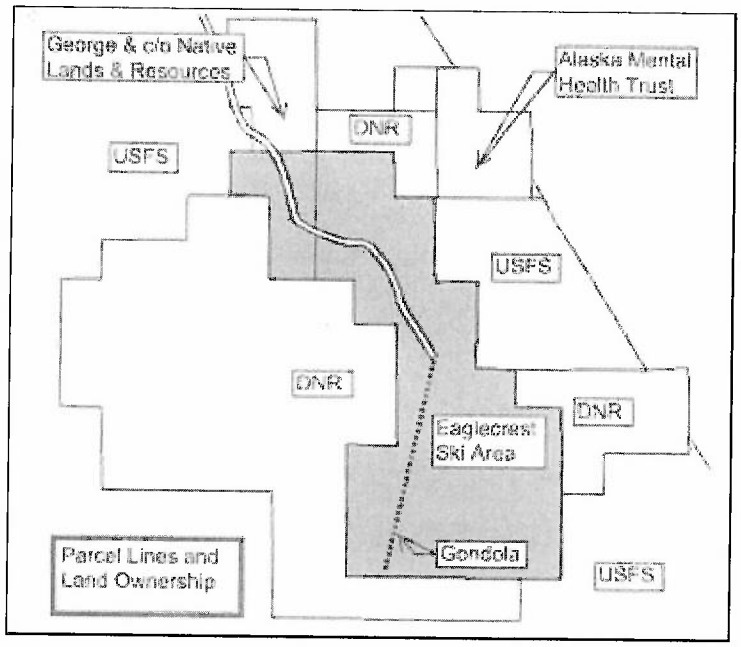
Hi Charity,

Thanks for requesting information regarding Eaglecrest Ski Area's City Project Review & Conditional Use Permit applications to develop a number of amenities, including the following:

- Gondola with base station, upper station, and supporting structures
- "Summit House" warming hut at the gondola's upper station, with a small snack bar, bathrooms, beer and wine bar, gift shop, and ski patrol station.
- Construction access roads
- Mountain bike trails
- Two Upper Fish Creek bridge crossings (each approx. 40 feet in length)

- Picnic pavilion near Cropley Lake
- Snow tubing park

Please see the attached applications and supporting information, which will be heard by the CBJ Planning Commission on August 8, 2023.



Agency Comments:

If you would like to submit formal comments on this development proposal, please submit them on the attached form, if possible, no later than Friday, June 30, 2023. If that does not give you enough time please just let me know and we'll work something out.

Thank you,

Jennifer L. Shields| Planner II
Community Development Department | City & Borough of Juneau, AK
Location: 230 S. Franklin Street, 4th Floor Marine View Building
Office: 907.586.0753 ext. 4139

Note: My email changed to jennifer.shields@juneau.gov beginning on December 5, 2022.

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

Fostering excellence in development for this generation and the next.

From: Peterson, Ryan E (DEC)
To: Jennifer Shields
Cc: Zimmer, Raymond T (DEC); Bare, Charity M (DEC); Harris, Christina R (DEC)
Subject: RE: CSP23-01 & USE23-09 - Eaglecrest Ski Area Improvements
Date: Monday, June 19, 2023 11:53:56 AM
Attachments: APPLICATIONS CSP23-01 & USE23-09.pdf
CSP23-01 & USE23-09 Agency Comments Form.pdf

Good Afternoon Jennifer,

Thank you for sharing this with the Department. Comments are as follows:

The submitted projects mention multiple proposed wastewater disposal systems. Requirements are consistent, but responses are provided for each proposed system or facility area:

- The Summit House Warming Hut proposal is to use composting toilets and grey water treated with an onsite drain field.
    - There is not enough information provided on the Clivus composting toilets to make a definitive statement on DEC regulations on this; however, every composting toilet is manufactured differently. From research this morning, some Clivus composting toilets (specifically for larger use facilities) require a leachate disposal system. A leachate disposal system requires a registered engineer to design and submit plans in accordance with 18 AAC 72 and meet applicable standards from the DEC at the time of construction. Ray may know more about the previously installed units too!
    - The grey water wastewater disposal system requires a registered engineer to design and submit plans in accordance with 18 AAC 72 and meet applicable standards from the DEC at the time of construction
- The Picnic Pavilion at Cropley Lake proposes to use a concrete vault privy. The vault privy requires a registered engineer to design and submit plans in accordance with 18 AAC 72 and meet applicable standards from the DEC at the time of construction
- The proposed Midway Station does not have any discussion of onsite-wastewater-disposal or water-supply. Since there is an operator, and guests that can get off at this stop, restroom facilities are very likely to be required. Please refer to UPC for any said requirements. Wastewater disposal facilities for such a facilty requires a registered engineer to design and submit plans in accordance with 18 AAC 72 and meet applicable standards from the DEC at the time of construction

Upon receipt of engineering plans, the Department would evaluate the proposed systems in accordance with 18 AAC 72 and provide comments at that time. Pre-application meetings can be asked for as well. Please work with Raymond Zimmer who would be the Departments wastewater review engineer.

Lastly, your proposal includes a few drinking water system improvements. As such I've also copied the Southeast Drinking Water engineer, Charity Bare, from the DEC in-case they would also like to provide any comments. I've also copied the Drinking Water program specialist that works with Eaglecrest, Christina Harris.

Please let me know if you have any additional questions. Thank you.

Ryan Peterson
Phone: 907-262-3402
septic.alaska.gov

From: Jennifer Shields <Jennifer.Shields@juneau.gov>
Sent: Monday, June 19, 2023 10:31 AM
To: Zimmer, Raymond T (DEC) <raymond.zimmer@alaska.gov>; Peterson, Ryan E (DEC) <ryan.peterson@alaska.gov>
Subject: CSP23-01 & USE23-09 - Eaglecrest Ski Area Improvements

Some people who received this message don't often get email from jennifer.shields@juneau.gov. Learn why this is important

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Zimmer & Mr. Peterson,

Eaglecrest Ski Area is applying for a City Project Review & Conditional Use Permit (concurrently) to develop a number of amenities, including the following:

- Gondola with base station, upper station, and supporting structures
- "Summit House" warming hut at the gondola's upper station, with a small snack bar, bathrooms, beer and wine bar, gift shop, and ski patrol station.
- Construction access roads
- Mountain bike trails
- Two Upper Fish Creek bridge crossings (approx. 40 feet in length)
- Picnic pavilion near Cropley Lake
- Snow tubing park

Please see that attached applications and supporting information, which will be heard by the CBJ Planning Commission on August 8, 2023.

Edward & Kathryn Hansen
1008 Fish Creek Rd
Juneau, AK 99801

July 24, 2023

CBJ Planning Commission
155 S Seward St
Juneau, AK 99801

SENT VIA EMAIL

RE: Eaglecrest Ski Area Conditional Use Permit Application

Dear Planning Commission Members & Staff,

We live at the bottom of the hill on Fish Creek Road. The current traffic has become very dangerous. We have contacted the Police Department, State Troopers, Eaglecrest Manager, Tourism Best management practices, and the individual companies and only **one bus** has slowed down. We were told by one company they could not slow down because they are on a schedule.

Fish Creek Rd/Eaglecrest road was a very heavily used area to walk and kids riding bikes but most no longer walk there due to the dangerous traffic. We use to walk it ourselves but are afraid to at this time.

Our major concern is the increased traffic and danger presented by the failure to follow speed limits and rules of road. In the analysis of this combined conditional use permit there needs to be some analysis of the amount of traffic currently using the road as well as the combination of the size of vehicles/buses. Who are the four summertime tour operators currently using the facilities and how much traffic is generated from each with what size busses and will they continue operations when the gondola starts operating?

We would recommend that if the permit is issued it is with the following conditions.

- **Seasonal speed bumps put in place for the summer time traffic to slow them down.**
- **Lower the speed limit to 20.**
- **A roundabout or a three way light.**
- A walking trail be developed alongside the road and protected from the traffic.
- Enforcement of speed limits and rules of the road. Currently the bike tours do not bother to stop at the stop sign or the company tries to stop the traffic on the highway to allow the bike to go thru without stopping. There have been some very close incidents where someone could have easily been killed.

We are supporters of Eaglecrest, everyone in our family skis but the current disregard by the summer tourism operators about following the rules of the road must be addressed before increased large busses are added to the mix. We have lived at 1008 Fish Creek Road since 2018 but our previous house was only 3 driveways down the highway at 9369 North Douglas Highway where we lived since 2000.

The amount of bus (both small & large) traffic has increased substantially and everyone is in a hurry going speeds that are unsafe. There are a lot of people on North Douglas Highway are not real happy with the increased traffic.

Thank you for considering our concerns. Please feel free to contact us for additional information or to discuss our concerns and suggested remedies.

Sincerely,

Edward R Hansen

Ed Hansen

Kathy Hansen
907-465-7667 (cell not state number)

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
COMMUNITY DEVELOPMENT

(907) 586-0715
CDD_Admin@juneau.gov
www.juneau.org/community-development
155 Heritage Way • Juneau, AK 99801

MEMORANDUM

DATE: February 2, 2024

TO: Mandy Cole, Chair, Planning Commission

FROM: Scott Ciambor, Planning Manager

SUBJECT: Long-Term Planning Update: Comprehensive Plan, Blueprint Downtown, South Douglas West Juneau Area Plan

CDD recently added staff to the long-term planning team to assist with completing two small area plans and to update the Comprehensive Plan (Minta Montalbo, Forrest Courtney).

This memo provides details on the role of the Planning Commission in long-term planning efforts and a status update for each project.

ROLE OF THE PLANNING COMMISSION

Two sections of Title 49 (Appendix A) cover the Comprehensive Plan's purpose and the Planning Commission's duties in the Comprehensive Plan review process.

- Section 49.05.200 (b) notes that "The comprehensive plan adopted by the assembly by ordinance *contains the policies that guide and direct public and private land use activities* in the City and Borough."
- Section 49.10.170 (a) notes that "The commission shall undertake a general review of the comprehensive plan two years after the adoption of the most recent update and shall recommend appropriate amendments to the assembly. Proposed map changes shall be reviewed on a neighborhood or community basis as directed by the planning commission."

Blueprint Downtown and the South Douglas West Juneau (SDWJ) plan are considered small area plans that would need to be adopted by Assembly Ordinance. If adopted, the plans would become additions to the Comprehensive Plan. There have been 14 such additions to date.

A graphic from Blueprint Downtown (Appendix B) provides an excellent visual on policy plans and implementation for the City and Borough of Juneau.

BLUEPRINT DOWNTOWN AREA PLAN

Blueprint Downtown aims to create a long-term area plan for the Downtown Juneau Area that reflects current public desires and incorporates past work from relevant existing plans.

The draft Blueprint Downtown Area Plan is finalized and posted to the CDD website. Land Use, Neighborhoods, and Housing are covered in Chapter 4.

CDD staff are preparing to bring the draft Plan to the Commission for review and discussion and would like feedback on this tentative schedule:

- February 27, 2024: Introduction at Planning Commission
- March 26, 2024: Planning Commission - Discussion and Review

Staff requests Commissioner comments and questions by March 12, 2024.

COMPREHENSIVE PLAN

CBJ's Comprehensive Plan (Comp Plan) is a long-range planning tool designed to guide growth and development while protecting Juneau's natural resources. The Comp Plan has not been updated since 2013, and plans for a full rewrite are underway.

CDD staff are preparing to issue a Request for Proposals related to the Comp Plan update. This project is envisioned as a 2-3 year process of research, public input, analyses, and policy recommendations reflecting the principles and vision expressed by the community.

The Planning Commission will receive periodic presentations to receive information and provide feedback. The Commission will review the draft Comp Plan update and make recommendations to the Assembly.

Funding for the Comp Plan update will be included in the FY25 budget request.

SOUTH DOUGLAS WEST JUNEAU AREA PLAN

The South Douglas West Juneau (SDWJ) Area Plan will provide a community-driven vision, policy guidance, and recommended actions for the area for the next 20 years.

The plan has entered the preliminary writing stage, with CDD staff synthesizing content from community meetings beginning in 2020 and mapping exercises held last spring.

CDD staff are preparing to return to the Steering Committee with mapped visualizations of their priorities and direction for the Cordova Steet, West Juneau, Downtown Harbor & Commercial, and Downtown Douglas focus areas.

Once the SDWJ Area Plan is in a draft format, it will be presented to the Steering Committee for review before being submitted to the Planning Commission for further input.

ARTICLE II. COMPREHENSIVE PLAN

49.05.200 Comprehensive plan.

(a) The City and Borough Comprehensive Plan is designed to lessen congestion in the streets; secure safety from fire, panic, and other dangers; promote health and the general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; and facilitate adequate and cost-effective provision for transportation, water, sewerage, schools, parks, and other public requirements.

(b) The comprehensive plan adopted by the assembly by ordinance contains the policies that guide and direct public and private land use activities in the City and Borough. The implementation of such policies includes the adoption of ordinances in this title. Where there is a conflict between the comprehensive plan and any ordinance adopted under or pursuant to this title, such ordinance shall take precedence over the comprehensive plan.

(1) Plan adopted. There is adopted as the comprehensive plan of the City and Borough of Juneau, that publication titled The Comprehensive Plan of the City and Borough of Juneau, Alaska, 2013 Update, including the following additions:

(A) Reserved.

(B) The City and Borough of Juneau's Historic and Cultural Preservation Plan, dated February 2020;

(C) The Long Range Waterfront Plan for the City and Borough of Juneau, dated January 22, 2004, as amended including by Ordinance 2022-12 ;

(D) The Last Chance Basin Land Management Plan, dated May 1978, updated November 1994;

(E) Watershed Control Program - Salmon Creek Source, dated April 1992;

(F) Watershed Control and Wellhead Protection Program - Gold Creek Source, dated November 1994;

(G) Chapter 6 and Plate 1 of the West Douglas Conceptual Plan, dated May 1997;

(H) Juneau Non-Motorized Transportation Plan, dated November 2009;

(I) 2010 Downtown Parking Management Plan;

(J) Chapter 5 of the Willoughby District Land Use Plan, dated March 2012;

(K) Municipal Drinking Water Supply Plan, dated June 5, 2012;

(L) Wireless Telecommunication Master Plan, dated May 2014;

(M) Juneau Economic Development Plan, dated January 28, 2015;

(N) Auke Bay Area Plan, dated March 16, 2015; and

(O) Lemon Creek Area Plan, dated December 18, 2017.

(2) *Changes, corrections, and interpretations.* Reserved.

(c) *No rights created.* The goals and policies set forth in the comprehensive plan are aspirational in nature, and are not intended to commit the City and Borough to a particular action, schedule, or methodology. Neither

the comprehensive plan nor the technical appendix adopted under this section nor the amendment of either creates any right in any person to a zone change nor to any permit or other authority to make a particular use of land; neither do they constitute a regulation of land nor a reservation or dedication of privately owned land for public purpose.

(Serial No. 87-49, § 2, 1987; Serial No. 88-53, § 2, 1988; Serial No. 92-37, § 2, 1992; Serial No. 94-44, § 2, 1994; Serial No. 95-37am, § 2, 1996; Serial No. 97-13, § 2, 1997; Serial No. 2003-06, § 2, 2-10-2003; Serial No. 2004-40, § 2, 10-25-2004; Serial No. 2007-07, § 2, 2-12-2007, eff. 3-15-2007; Serial No. 2008-19, § 2, 6-23-2008; Serial No. 2008-30, § 2, 10-20-2008; Serial No. 2009-15, § 2, 11-2-2009; Serial No. 2010-21, § 3, 7-19-2010; Serial No. 2012-14, § 2, 4-2-2012 ; Serial No. 2013-26(am), § 2, 11-4-2013, eff. 12-5-2013 ; Serial No. 2014-32(e)am, § 5, 9-29-2014, eff. 10-29-2014 ; Serial No. 2015-10, § 2, 2-23-2015, eff. 3-26-2015 ; Serial No. 2015-13 , § 2, 3-16-2015, eff. 4-16-2015; Serial No. 2017-34, § 2, 1-8-2018, eff. 2-8-2018 ; Serial No. 2020-07, § 2, 3-16-2020, eff. 4-16-2020 ; Serial No. 2021-13 , § 2, 9-13-2021, eff. 10-14-2021; Serial No. 2022-12(am) , § 2, 3-14-2022, eff. 4-13-2022)

49.10.170 Duties.

(a) *Comprehensive plan review.* The commission shall undertake a general review of the comprehensive plan two years after the adoption of the most recent update and shall recommend appropriate amendments to the assembly. Proposed map changes shall be reviewed on a neighborhood or community basis as directed by the planning commission.

(b) *Review of the capital improvements program.* Upon adequate notice which shall be provided by the director, the commission shall review annually the capital improvements program of the City and Borough and submit its recommendations to the assembly.

(c) *City and borough land disposals and projects.* The commission shall review and make recommendations to the assembly on land disposals as prescribed by title 53, or capital improvement projects by any City and Borough agency.

(d) *Development code amendments.* The commission shall make recommendations to the assembly on all proposed amendments to this title, zonings and rezonings, indicating compliance with the provisions of this title and the comprehensive plan.

(e) *Land use actions and related decisions.*

(1) All plats approved by the platting board prior to adoption of Serial No. 87-49 are ratified, notwithstanding the use of the commission seal or resolution.

(2) The commission shall hear and decide all major development permit applications, density bonus requests, and appeals of decisions made by the director.

(3) Hear and decide variance request other than administrative variances.

(4) Rule upon map boundary questions and interpret the text of the title as provided in section 49.20.300.

(5) Make similar use determinations as provided in section 49.20.320.

(Serial No. 87-49, § 2, 1987; Serial No. 2013-26(am), § 3, 11-4-2013, eff. 12-5-2013 ; Serial No. 2019-19, § 2, 7-22-2019, eff. 8-22-2019 ; Serial No. 2021-19, § 2, 8-2-2021, eff. 9-1-2021)

How Blueprint Downtown Relates to Other Plans

Policy Plans

COMPREHENSIVE PLANS give broad, overall policy direction

2013 CBJ Comprehensive Plan

FUNCTIONAL PLANS give specific direction for a topic

Functional Plans Adopted by Ordinance:

- 2008 Juneau Coastal Management Program
- 2009 Juneau Non-Motorized Transportation Plan
- 2012 Municipal Drinking Water Supply Plan
- 2014 Wireless Communications Master Plan
- 2015 Juneau Economic Development Plan

Functional Plans Adopted by Resolution:

- 2011 Juneau Climate Action & Implementation Plan
- 2013 CBJ Comprehensive Plan
- 2015 Juneau Coordinated Human Services Transp. Plan
- 2016 Housing Action Plan
- 2018 Juneau Renewable Energy Strategy
- 2019 Parks & Recreation Master Plan

AREA-SPECIFIC PLANS give specific direction for an area.

Area-Specific Plans Adopted by Ordinance:

- 1981 Downtown Historic District Development Plan
- 1992 Watershed Control Program—Salmon Creek
- 1994 Last Chance Basin Land Management Plan
- 1994 Watershed Control & Wellhead Protection Program—Gold Creek Source
- 1997 Chapter 6 of the West Douglas Conceptual Plan
- 2004 Long Range Waterfront Plan
- 2010 Downtown Parking Management Plan
- 2012 Chapter 5 of the Willoughby District Land Use Plan
- 2015 Auke Bay Area Plan
- 2017 Lemon Creek Area Plan

Blueprint Downtown Area Plan

Implementation

Actions

City and Borough of Juneau Municipal Code

Capital Improvement Projects

Policies guide the Assembly and Boards and Commissions on Land Use Decisions

Additional Materials
Regular Planning Commission Meeting

Assembly Chambers
7:00pm
Meeting Date: February 27, 2024

1. **ARF2023 0002:**
   a. Memo: Irene Gallion, Ridgeview Subdivision Plat Restriction

2. **USE2023 0009 & CSP2023 0001:**
   a. Public Comment: Griggs, received 2.9.24
   b. Public Comment: Miller, received 2.9.24
   c. Public Comment: Gasper, received 2.11.24
   d. Presentation: Eaglecrest, received 2.23.24

3. **STAFF REPORT:**
   a. Memo: Scott Ciambor, Long-Term Planning Update
   b. Appendix A – Title 49 Comprehensive Plan
   c. Appendix B – Blueprint Planning Chart

Department of Transportation & Public Facilities
Design & Engineering Services
Right of Way Section
Phone: 907-465-4517
Fax: 907-465-8485

MEMORANDUM

TO: City and Borough of Juneau
Planning Commission

DATE: February 22, 2024

FROM: Arthur Drown
Right of Way Agent
Southcoast Region
Property Management

SUBJECT: Ridgeview Subdivision:
Plat Restriction

The Department of Transportation and Public Facilities, Southcoast Region Right of Way section is requesting the Commission's approval of a plat restriction for the plat of Ridgeview Subdivision under City and Borough of Juneau Municipal Code 49.15.412. This request comes after more than a year's work with the developers of Ridgeview Subdivision toward resolving future mitigation should the development reach or exceed a certain number of housing units.

The original Traffic Impact Analysis (TIA) provided by the developer indicated the need for a left turn lane to maintain an appropriate level of service on Glacier Highway but failed to set a conclusive threshold outlining the correlation between a level of development and the need for mitigation. Currently, the Department and the developer are working toward a concise TIA that provides the necessary conclusion. Under 17 AAC 10.075, it is the burden of the developer to make those improvements necessary to maintain an acceptable level of service on the highway. Once a second TIA is conducted providing the needed mitigation threshold, an agreement will be reached between the developer and the Department to move forward with the necessary mitigation or otherwise ensure an appropriate level of service is maintained.

The Department of Transportation and Public Facilities and the Planning Commission are both charged with preserving public welfare. The proposed use of a plat restriction is in the best interest of the public as it will provide open and notorious record of the proposed restriction which will run with the land until such time as the appropriate action is taken and the restriction is lifted. The proposed restriction reads as follows: "*DOT&PF permitted access limits development to 100 housing units until that time an agreement is reached for mitigation of Glacier Highway to accommodate additional traffic volume.*"

It is imperative that all parties present and future are aware of this requirement as stipulated on the proposed Approach Road permit for sound judgement in future decisions. Though an Approach Road permit issued by the Department is a public document, the plat is publicly recorded and associated with the title of the land, enforceable and transparent for future ownership. Such an open, notorious, and enforceable use of the proposed plat restriction is also in CBJ's best interest as the current developer proposes to build Seymour Way as a public right of way, becoming a CBJ street. Having the necessary mitigation clearly identified as the burden of the developer and the enforcement of that mitigation as the Department's action absolves CBJ of any undue burden.

Jennifer Shields

To: Jennifer Shields
Subject: FW: Eaglecrest

From: Bruce Griggs <brucegriggs@hotmail.com>
Sent: Friday, February 9, 2024 6:52 PM
To: PC_Comments <PC_Comments@juneau.gov>
Subject: Eaglecrest

Dear commissioners,
Please note that I am a lifelong avid user and supporter of Eaglecrest. I have worked and played up there from the beginning. I have worked for and/ or personally known every manager we've ever had at Eaglecrest. They have all been excellent people and have helped keep this unique jewel of a publicly owned ski area alive and prosperous. Having said that, I know that it is imperative to diversify our ski area, and this current plan is exactly what we need to not only assure the survival of Eaglecrest, but also to take it to the next level by utilizing the rare opportunity that is our summer tourism industry.
Having said that, I think it is imperative that you all understand how lucky Eaglecrest and Juneau is to have Dave Scanolin as the general manager. He inherited a run down tired ski area. The ideas he has put forth are very ambitious and quite literally the saving grace of our beloved ski area. He has the knowledge, the gumption, and the ambition to pull this off. If he gets discouraged and quits, like most people would have by now, then we are screwed. He is pretty much irreplaceable, especially for what he is getting paid.
Of course this permit will get granted, but a few atta boys wouldn't hurt at this point.
Thank you for your time. It is appreciated by those of us who know what you do.
Sincerely,
Bruce

Bruce Griggs
(907)723-7851
Creative Development Inc
SJS Excavation Inc

Jennifer Shields

From: Gary Miller <gmiller.juneauak@gmail.com>
Sent: Friday, February 9, 2024 2:23 PM
To: PC_Comments
Subject: Cropley Lake Pavilion & Picnic Area

I heard about the plan to place a pavilion and picnic area at Cropley Lake and I am very excited about it. I hike up there several times each summer and would love to have a covered picnic area to each my lunch under.

I strongly support the project.

Thanks.

Gary Miller
20135 Cohen Dr
Juneau, AK 99801-8211
(907) 789-3757

Jennifer Shields

To: Jennifer Shields
Cc: Scott Ciambor
Subject: FW: Gondola project

From: Jason Gasper <jgasper0114@gmail.com>
Sent: Sunday, February 11, 2024 9:34 AM
To: PC_Comments <PC_Comments@juneau.gov>
Subject: Gondola project

Dear planning commission,

I am in support of the Gondola project and hope it's successful. I am concerned about the construction access roads to the summit hut. Hopefully, we can avoid a large footprint along the ridge and carefully site and prep the road with the environment also in mind. This area is beautiful and delicate due to the alpine environment and Juneau residents use this area for hiking and berry picking. A "light" touch is needed to not destroy the unique natural environment tourists are also seeking.

Thanks,

Jason Gasper

Eaglecrest
SKI AREA

Gondola Project
Sustainability and Resiliency

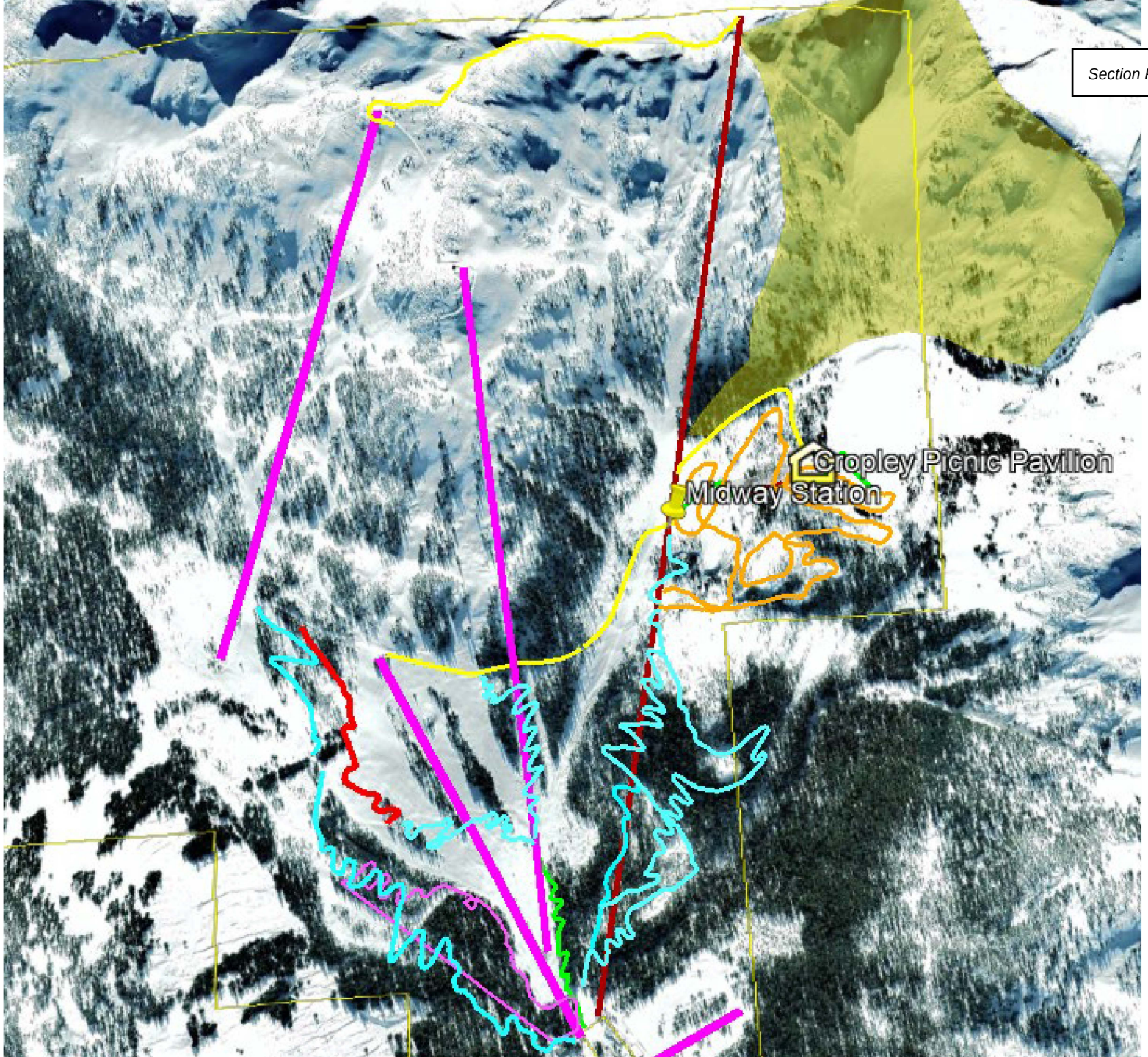
Protect winter operations against the impact of climate change with upload and download capacity

Develop a durable and sustainable year-round revenue stream that will:

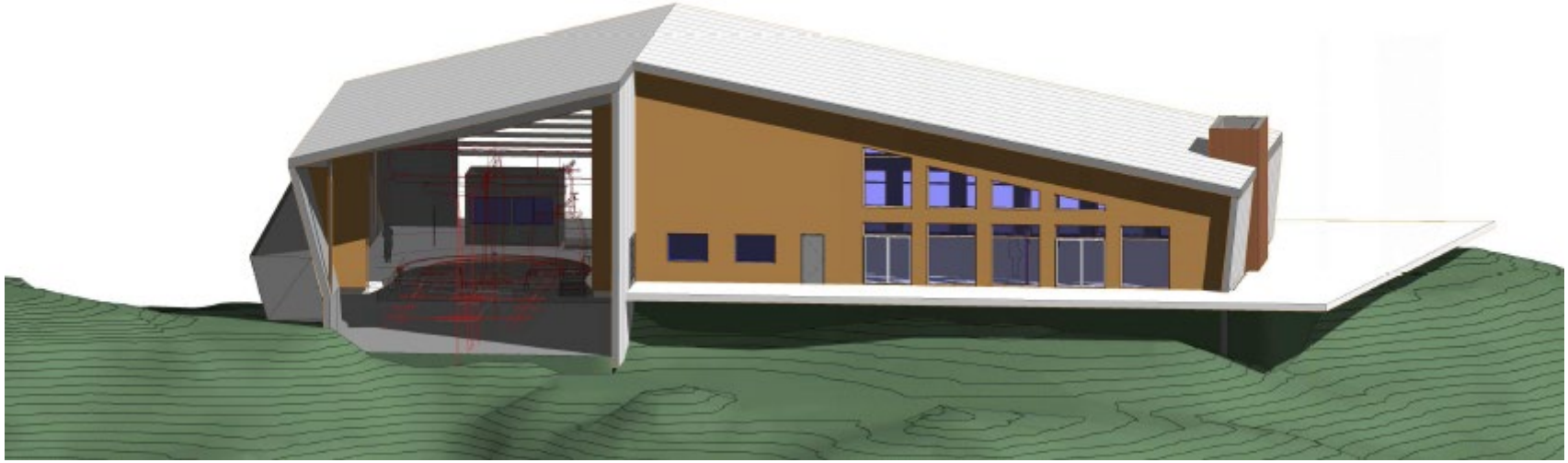
- Fund repair and replacement of existing aging infrastructure.
- Continue to support competitive wages for recruitment and retention of staff
- Reduce the amount of General Fund Support needed to cover increasing costs of operations

Gondola Statistics

- Pulse Gondola currently has twelve / fifteen passenger cabins
- Total hourly capacity of 750 passengers per hour
- Four pods of three cabins circulating the line
- Plans for a midway loading and unloading station
- Total top to bottom ride time as fast as 7.5 minutes
- The City of Juneau contributed $2 Million toward the purchase
- We have entered a long-term partnership with Goldbelt inc.
- Goldbelt has provided $10 Million in Development Capital


Cropley Picnic Pavilion
Midway Station

Summit House Concept Rendering



Mdway Station Activities

SUMMER AND WINTER TUBING

NORDIC SKIING

SNOWSHOEING

SPRING LEARN TO SKI

HIKING TRAILS TO CROPLEY LAKE PICNIC PAVILION

ROPES COARSE

MOUNTAIN BIKE TRAILS

MOUNTAIN CART TRAILS

Questions?