



PLANNING COMMISSION STAFF REPORT
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.

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:

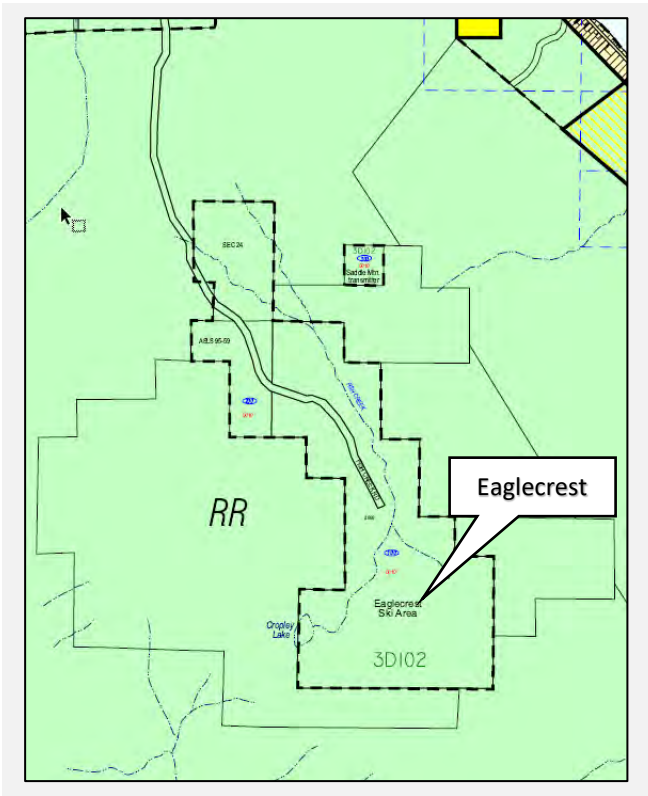
- Quasi-legislative decision
- Requires five (5) affirmative votes for approval.
- Code Provisions:
 - CBJ 49.15.580(a)
 - CBJ 49.35.800
 - CBJ 49.80

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

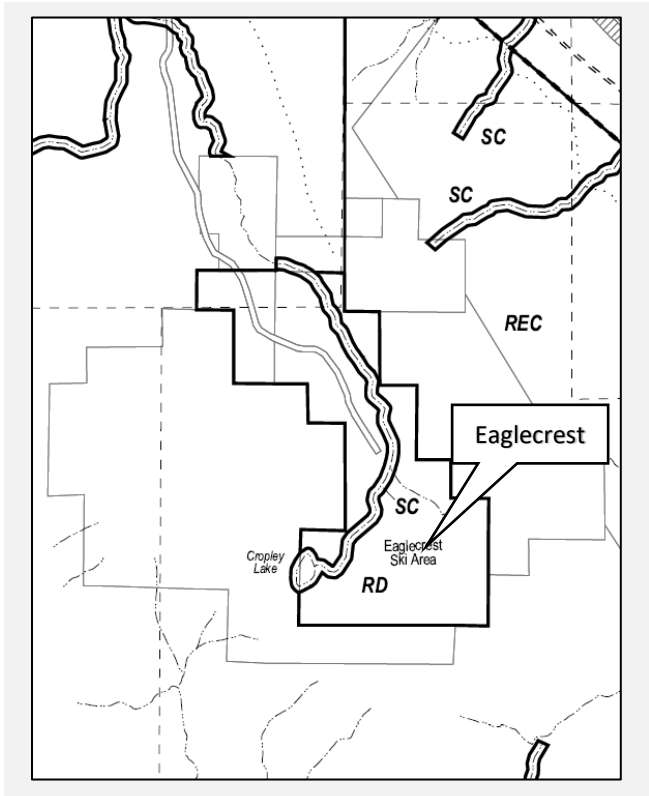
The Commission shall hear and decide the case per CBJ 49.15.580(a) - CBJ Project Review: *The commission shall review all proposed City and Borough capital improvement projects estimated to cost \$500,000 or more for consistency with this title. The commission may review, at the director's discretion, 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	<i>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.</i>
	5 – Economic Development	53	5.6 – SOP4	<i>Develop Eaglecrest as a year-round local and regional recreation and tourist facility.</i>
	9 – Parks, Recreation, Trails, and Natural Area Resources	124	Policy 9.1	<i>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.</i>
	9 – Parks, Recreation, Trails, and Natural Area Resources	126	9.1 – IA24	<i>Encourage development of additional facilities at, and provision of electric energy from the CBJ’s existing electrical grid to the Eaglecrest ski area.</i>

PLAN	Chapter	Page No.	Item	Summary
	11 – Land Use Maps	193	Subarea 8 Guidelines and Considerations	<i>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.</i>
2012 Eaglecrest Ski Area Master Plan	IV.	47	Goals & Objectives	<ul style="list-style-type: none"> • <i>Identifying opportunities to expand summer recreation activities and facilities; and</i> • <i>Enhance summer revenue generation.</i>
2015 Economic Development Plan	5 – Action Plan for Juneau’s Economy	66	Attract and Prepare the Next Generation Workforce: Objectives and Actions	<i>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.</i>

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
	<p>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.”</p>
<p>AK Dept. of Environmental Conservation – Septic Division</p>	<p>“The submitted projects mention multiple proposed wastewater disposal systems. Requirements are consistent, but responses are provided for each proposed system or facility area:</p> <p>The Summit House warming hut proposal is to use composting toilets and grey water treated with an onsite drain field.</p> <ul style="list-style-type: none"> ○ 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. ○ 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. <p>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.</p> <p>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.</p> <p>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.</p>

Agency	Summary of Comments
AK Dept. of Environmental Conservation – Drinking Water	<p>“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.</p> <p>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.”</p>
AK Dept. of Transportation & Public Facilities	<p>“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.</p> <p>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.”</p>
AK Dept. of Fish & Game	<p>“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.</p> <p>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.”</p>
AK Dept. of Natural Resources	<p>“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.”</p>
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

Eaglecrest Gondola, Summit House Lodge, et al.

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Item	Description
Attachment M	Agency Comments
Attachment N	Public Comments



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.

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				
<input type="checkbox"/> This property is located in the downtown historic district <input type="checkbox"/> 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.				
To be completed by Applicant	Dave Scanlan		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'	
	Landowner/Lessee (Signature)		6.5.23 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'		
Applicant's Signature		6.5.2023 Date of Application		

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

Intake Initials

JLS

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Case Number

CSP23-001

Date Received

6-6-23

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

Attachment A - Application Packet



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: <input checked="" type="checkbox"/> City Project Review <input checked="" type="checkbox"/> State Project Review	
	PROJECT NUMBERS ASSOCIATED WITH PROPOSAL:	
	Is this project associated with any other Land Use Permits? YES Case No.: <u>USE23-09</u> NO Capital Improvement Program # (CIP) <u>E28-102</u> Local Improvement District # (LID) _____ State Project # _____	
ESTIMATED PROJECT COST: \$ 10M		
ALL REQUIRED MATERIALS ATTACHED		
<input checked="" type="checkbox"/> Complete application <input checked="" type="checkbox"/> Pre-Application notes (if applicable) <input checked="" type="checkbox"/> 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) <input checked="" type="checkbox"/> Site Plan (details on page 2)		

NOTE: This application is required 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)	\$ <u>1,600</u>			
Pub. No. Sign Fee	\$ <u>50.00</u>			
Pub. No. Sign Deposit	\$ <u>100.00</u>			
TOTAL FEES	\$ <u>1,750.00</u>			

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

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

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

Case Number <u>CSP23-001</u>	Date Received <u>6-7-23</u>
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Attachment A - Application Packet

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.

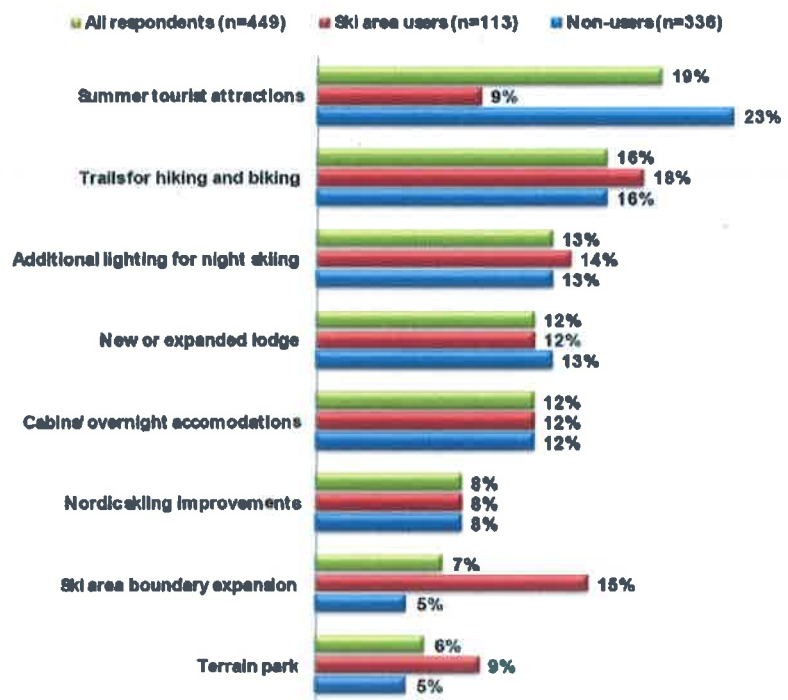
During the Eaglecrest Board 2008 Strategic Planning Process, the Board developed the following Mission and Vision Statements

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 $\pm 4.5\%$ 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

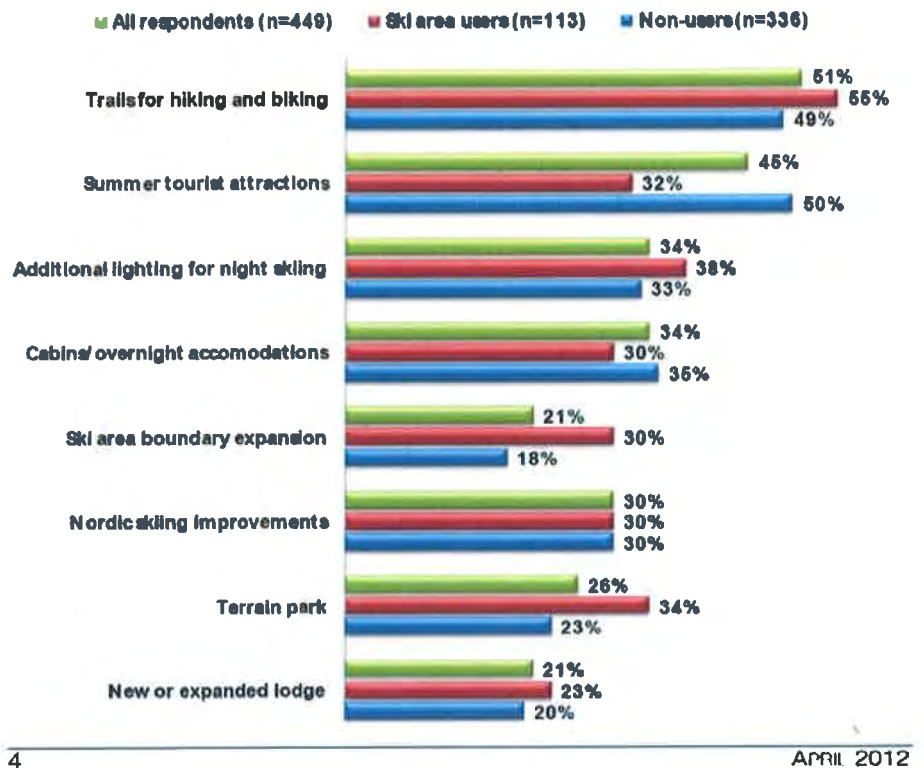
powered mountain bikes. By the spring of 2019, the Eaglecrest Board and General Manager expanded their planning to design a full suite of summer outdoor recreation activities that would include these mountain bike trails. Official public outreach began on July 1, 2019, when Eaglecrest presented their 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

Chart 1:
Eaglecrest Development Options – Percent Ranking Very Important

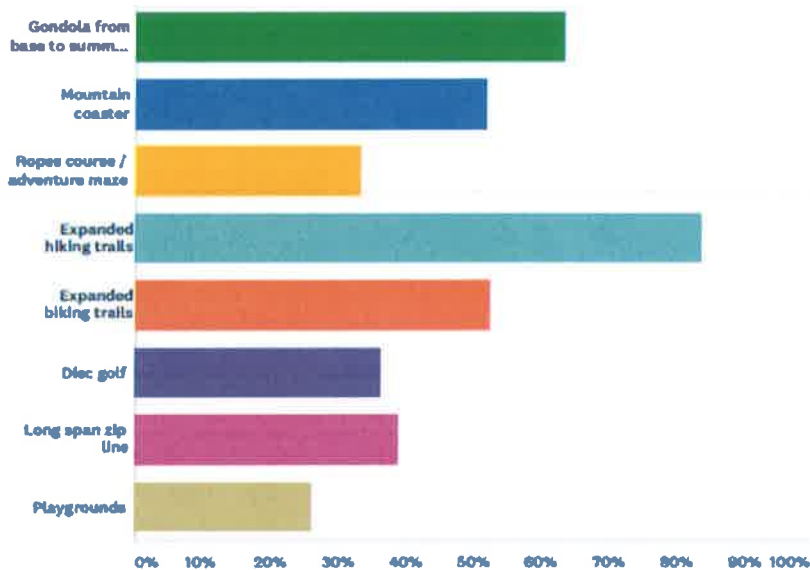


projections were posted for the public to view. Shortly before the Assembly took public comment on the ordinance to approve the purchase of the Gondola, the Eaglecrest General Manager hosted a public webinar that included an extensive questions and answer session. Below you will see the traffic spike 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.

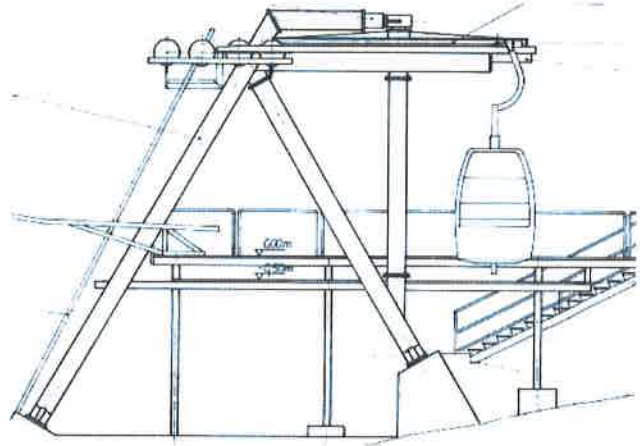


A permanently mounted maintenance crane is integral to the base station and located at the end of the loading platform. The crane facilitates servicing and periodic repositioning of cabins along the haul rope. The base station's concrete foundations will be designed to support the addition of a roofed 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.



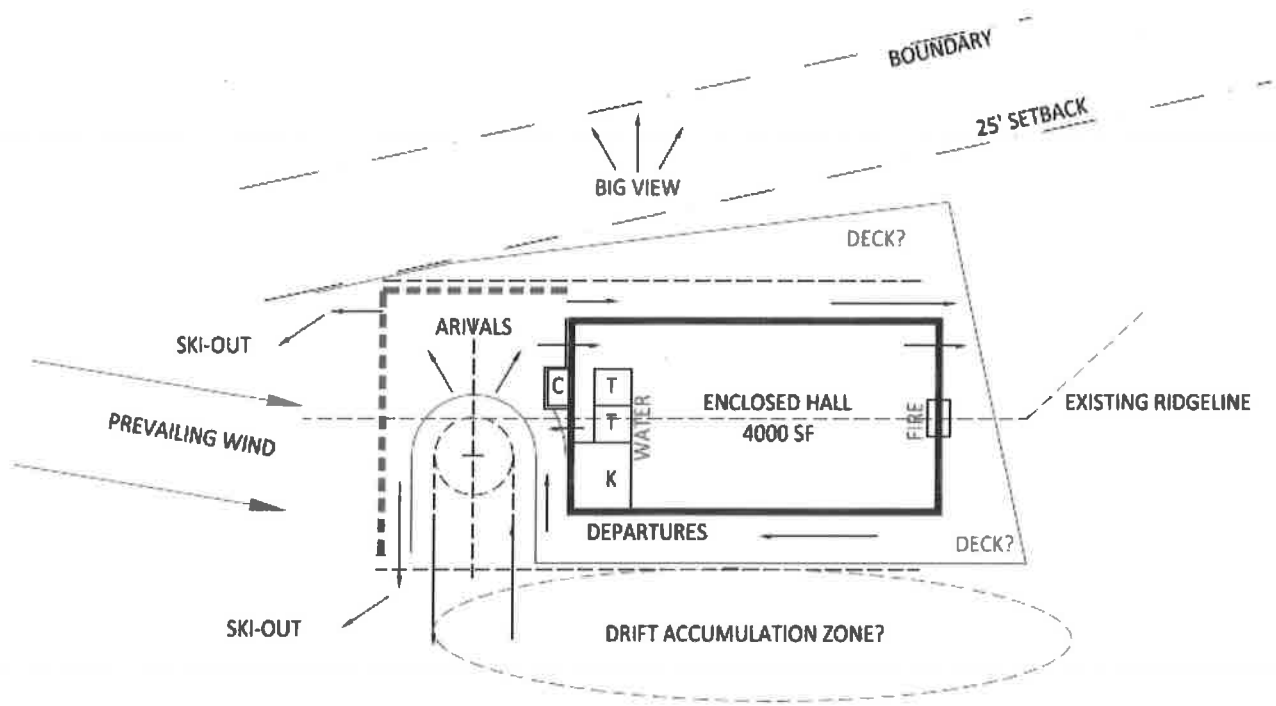
Summit House Warming Hut:

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.

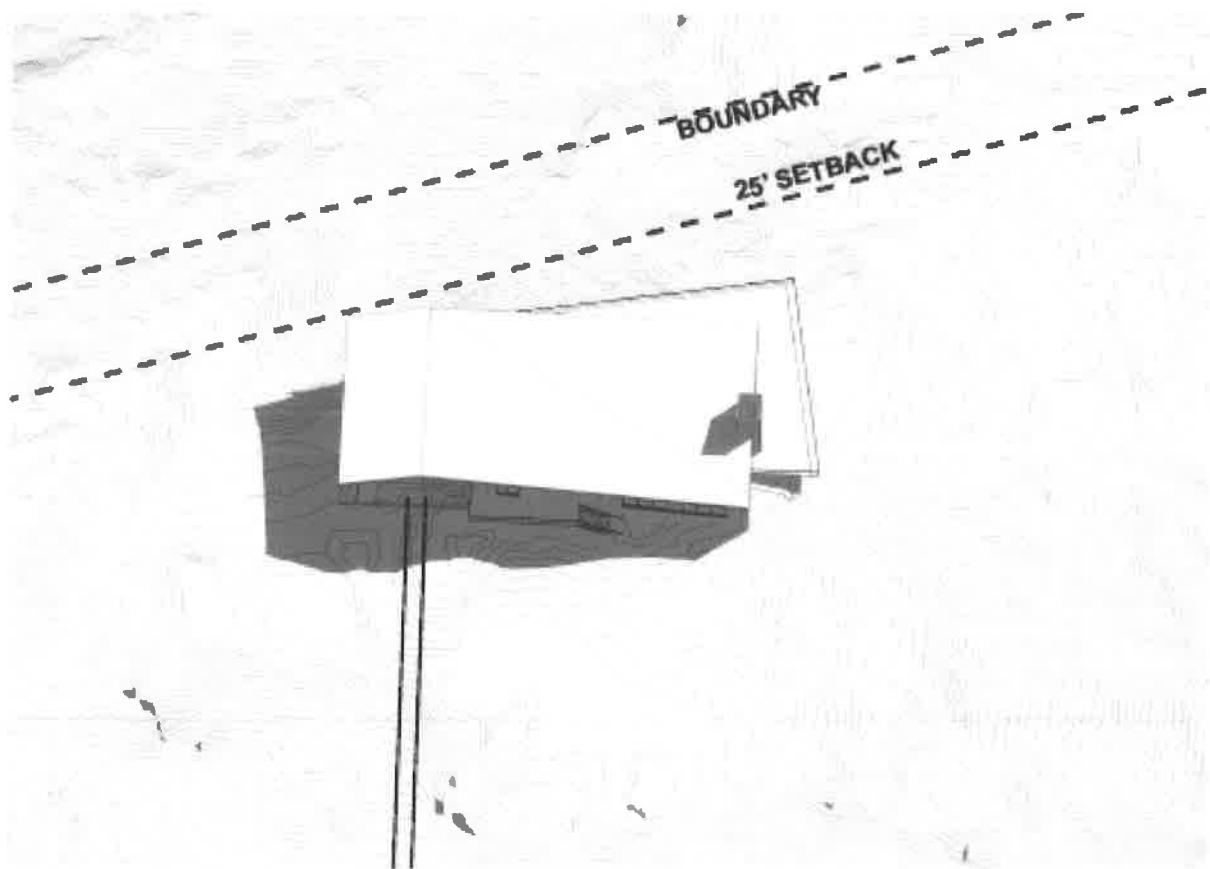
Water and wastewater systems for the summit house have yet to be designed. It is anticipated that a rainwater catchment and storage system will likely provide for all non-potable water needs of the building. A fire supression water storage tank and fire pump will be located in the utility room in the basement of the structure. Initaly, 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.



FLOOR PLAN





Attachment A - Application Packet

Picnic Pavillion at Cropley Lake:

A Timber Framed Post and Beam Picnic Pavillion will 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 terminal 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 borrow site at the top of the Williawaw 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 constructed to other gondola tower sites to provide construction and maintenance access. These trails will be suitable for Eaglecrest's ATV and UTV maintenance vehicles.

Mountain Bike Trail Construction:

After gondola construction 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 maintenance 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 necessitate a land use agreement with our neighboring State Land Parcel 8a25. If funding and land use agreements eventuate, Eaglecrest will return to the Planning Commission with an application for a separate CUP for the bridge 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 adjacent 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 comply 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 successfully 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

Documented Eagle Nest Sites

Part of Alaska Bald Eagle Nest Sites (USFWS)

Records: 33,806



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](#)



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Legend

Documented Eagle Nest Sites

Cropley Lake

Summit House

Fish Creek Road

Eaglecrest Ski Area
base facilities/lodge

Gondola

George & c/o Native
Lands & Resources

Alaska Mental
Health Trust

DNR

USFS

USFS

DNR

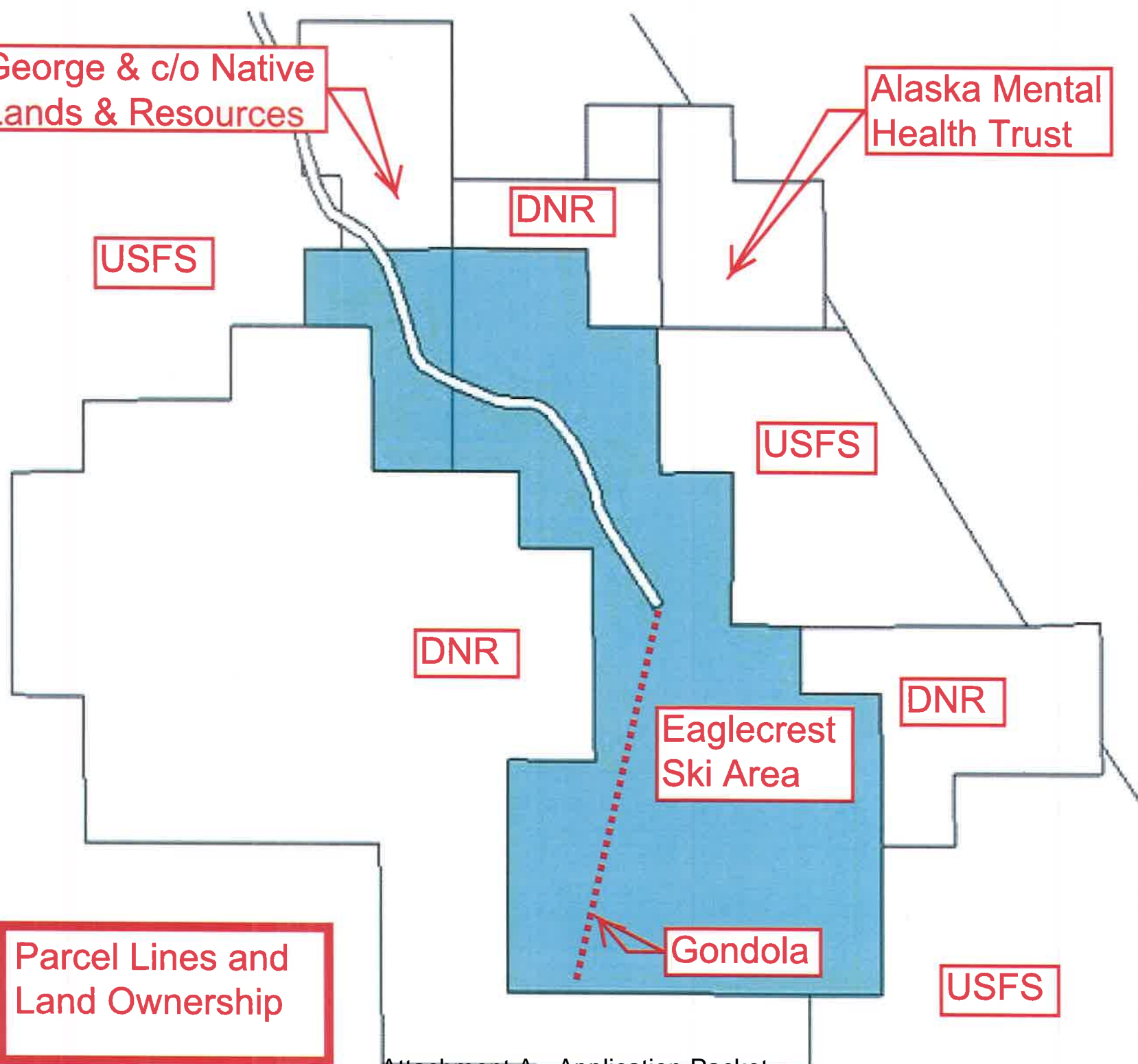
DNR

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

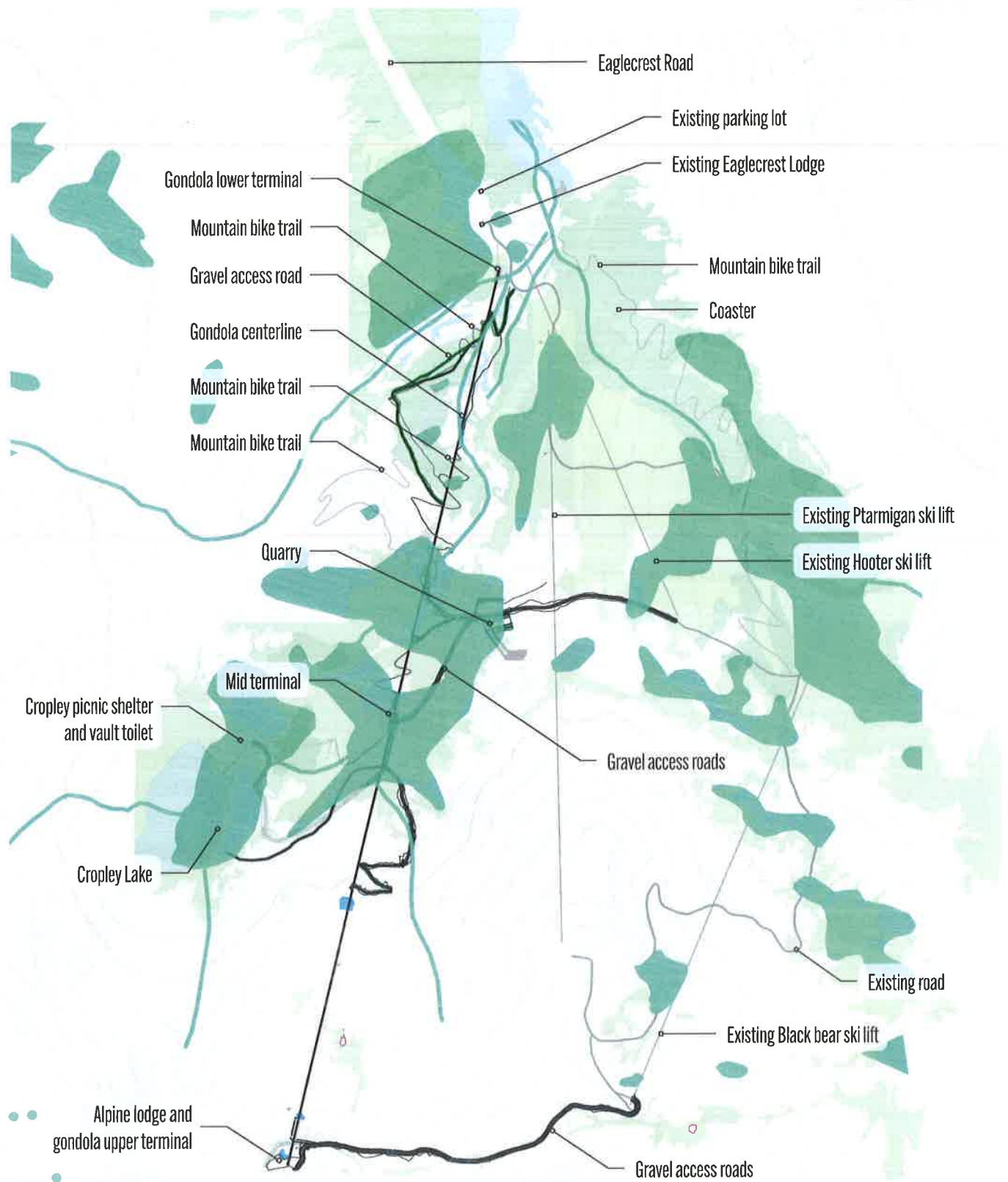
Tubing Hill

Cropley Lake
Picnic Shelter

Borrow Site

GONDOLA
Top Terminal
& Summit House

Gondola - Blue
New roads - Red
New trails - Magenta



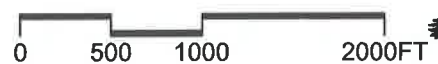
LEGEND

- NWI: Wetlands
- NOTE: Wetlands delineated by CBJ and Corvus Design are shown faded in the background.

EAGLECREST SUMMER RECREATION DEVELOPMENT

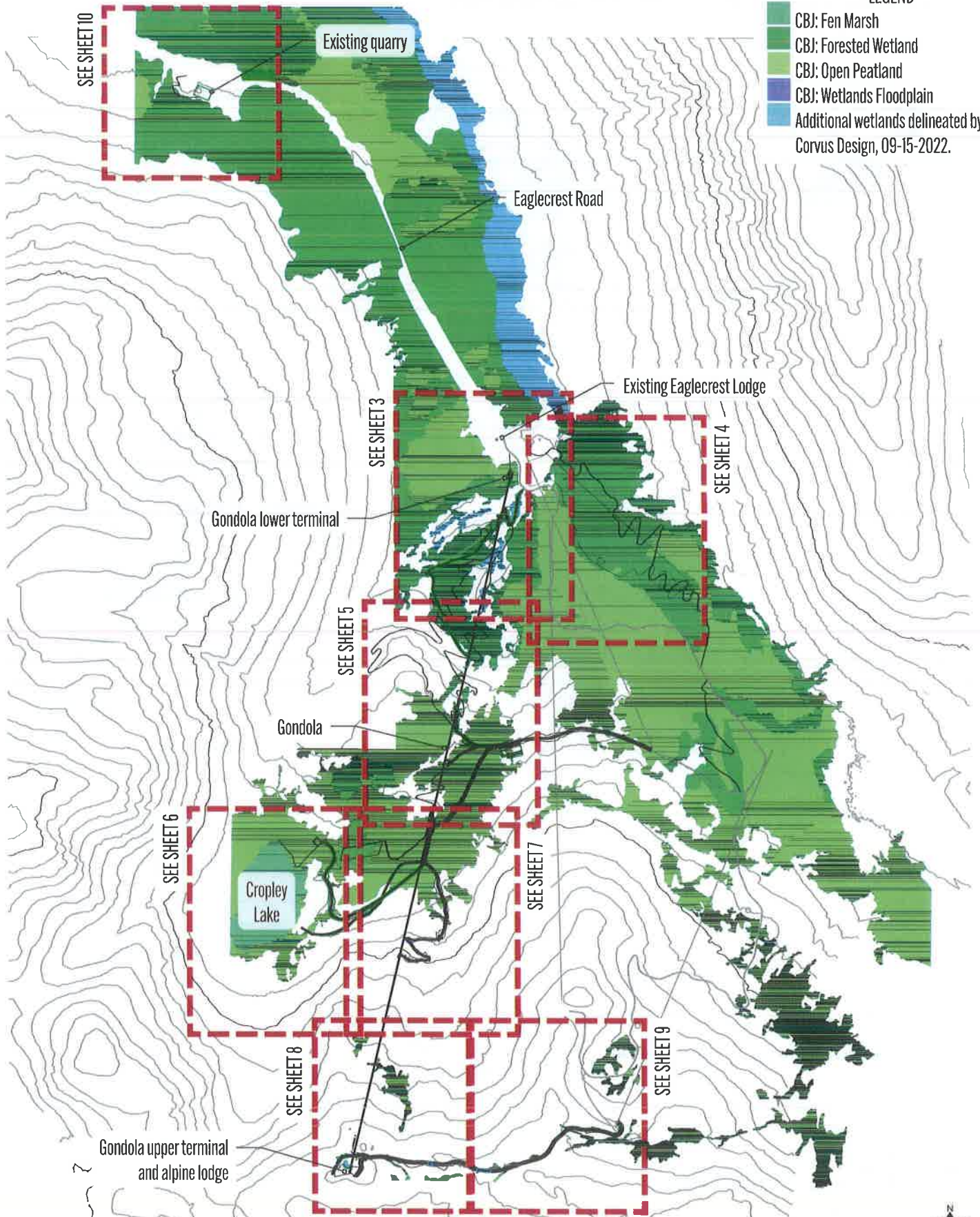
SHEET #1

Attachment A - Application Packet



LEGEND

- CBJ: Fen Marsh
- CBJ: Forested Wetland
- CBJ: Open Peatland
- CBJ: Wetlands Floodplain
- Additional wetlands delineated by Corvus Design, 09-15-2022.



EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #2

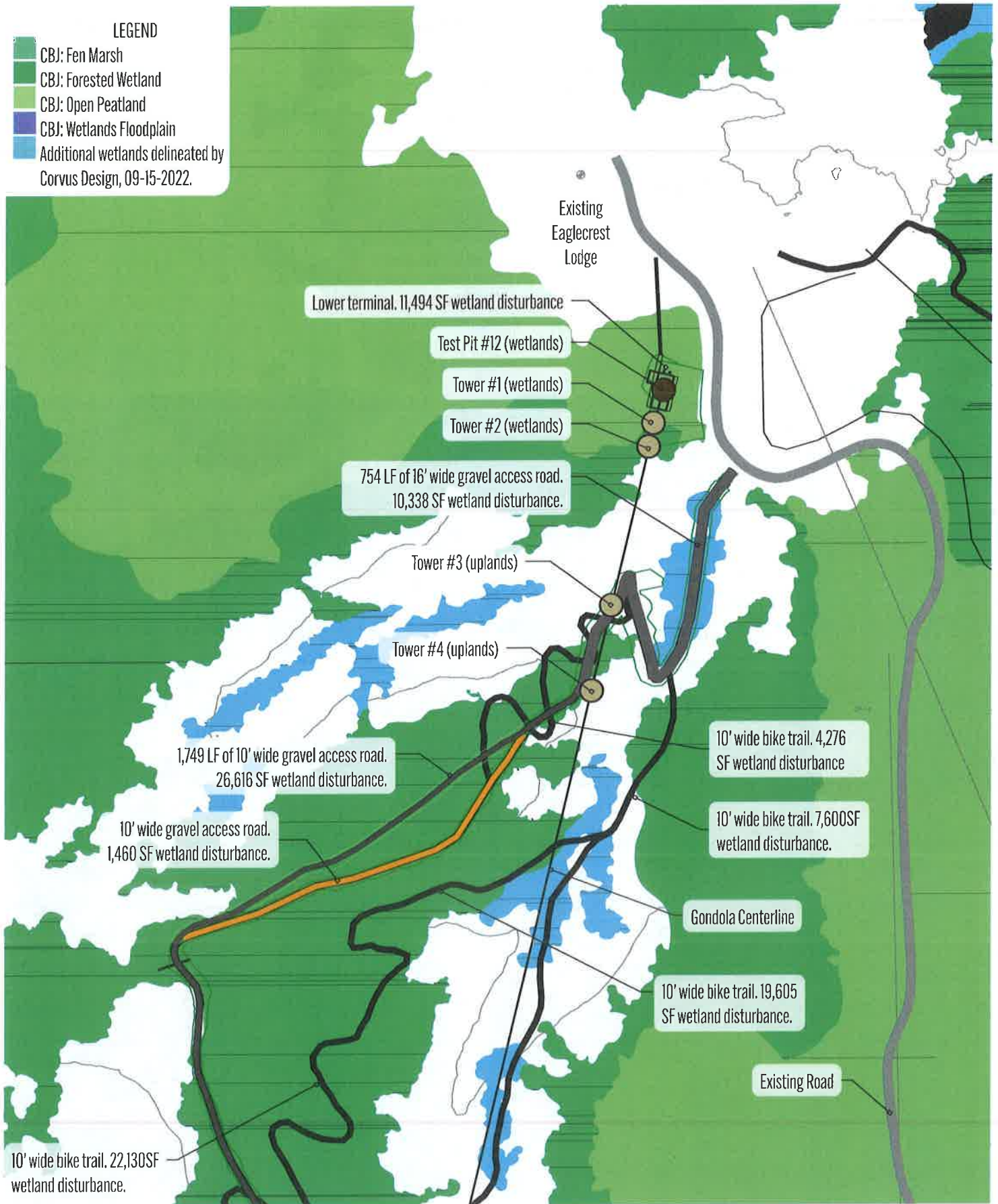
Attachment A - Application Packet

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LEGEND

- CBJ: Fen Marsh
- CBJ: Forested Wetland
- CBJ: Open Peatland
- CBJ: Wetlands Floodplain
- Additional wetlands delineated by
Corvus Design, 09-15-2022.



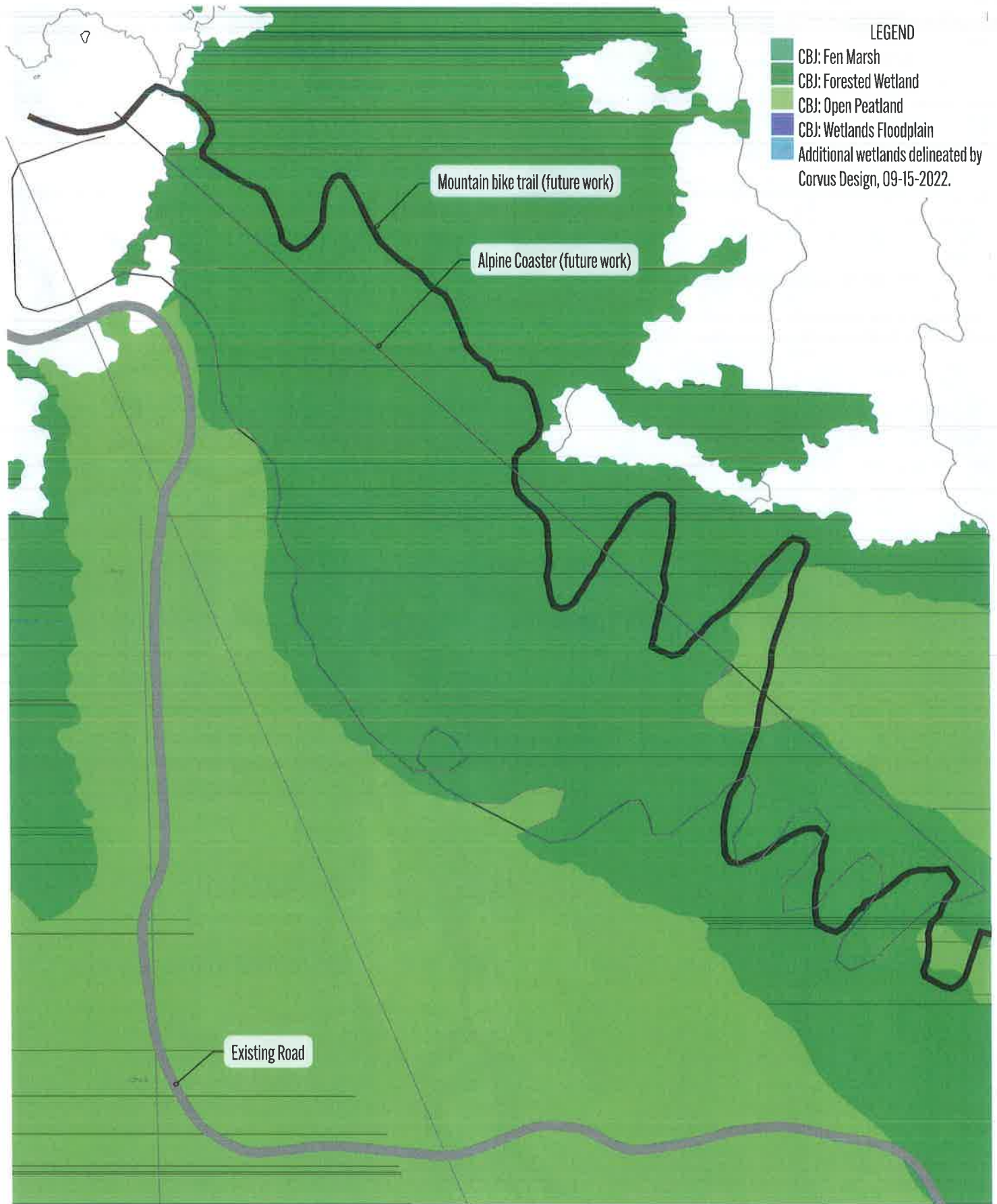
EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #3

Attachment A - Application Packet

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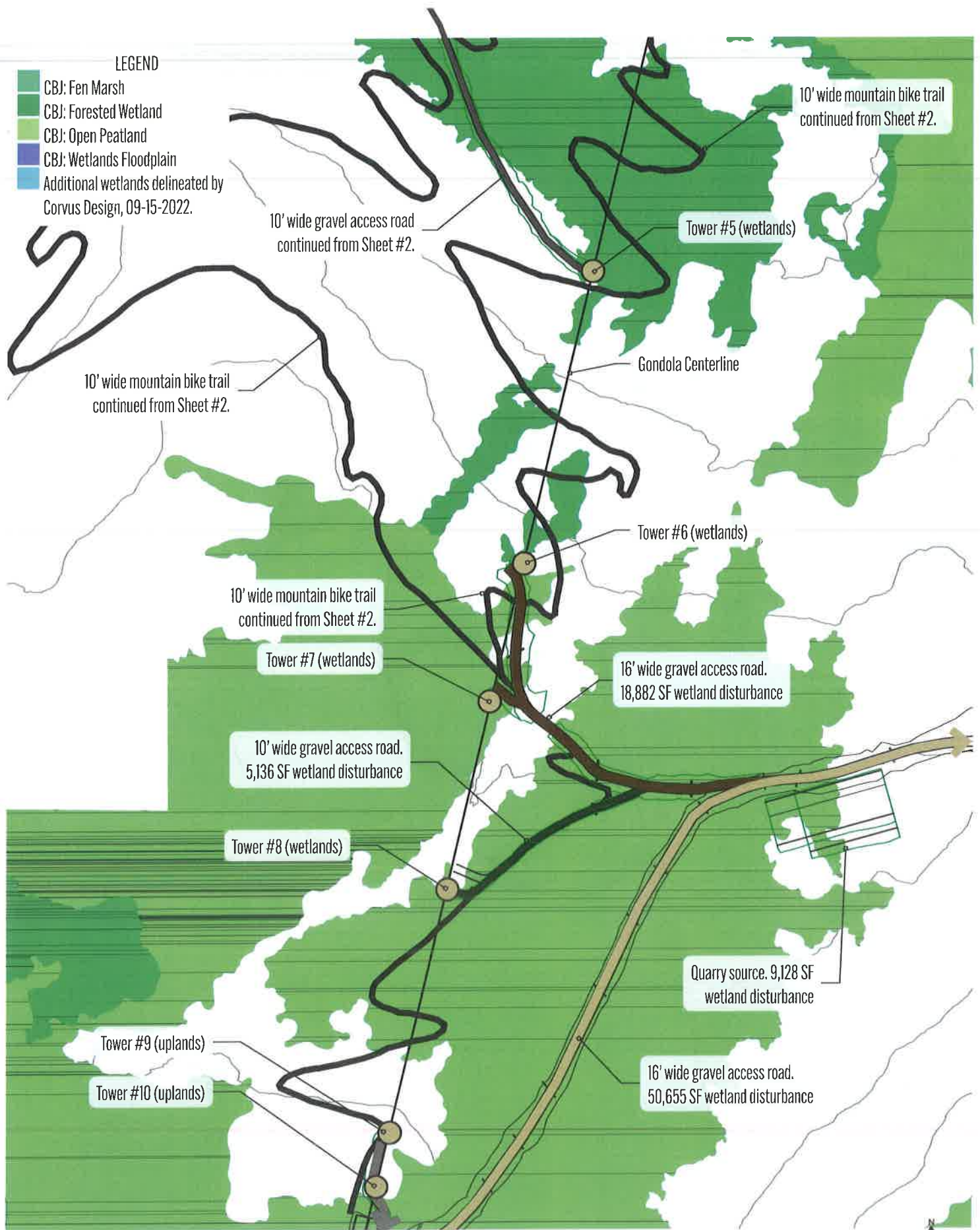




LEGEND

- CBJ: Fen Marsh
- CBJ: Forested Wetland
- CBJ: Open Peatland
- CBJ: Wetlands Floodplain
- Additional wetlands delineated by Corvus Design, 09-15-2022.





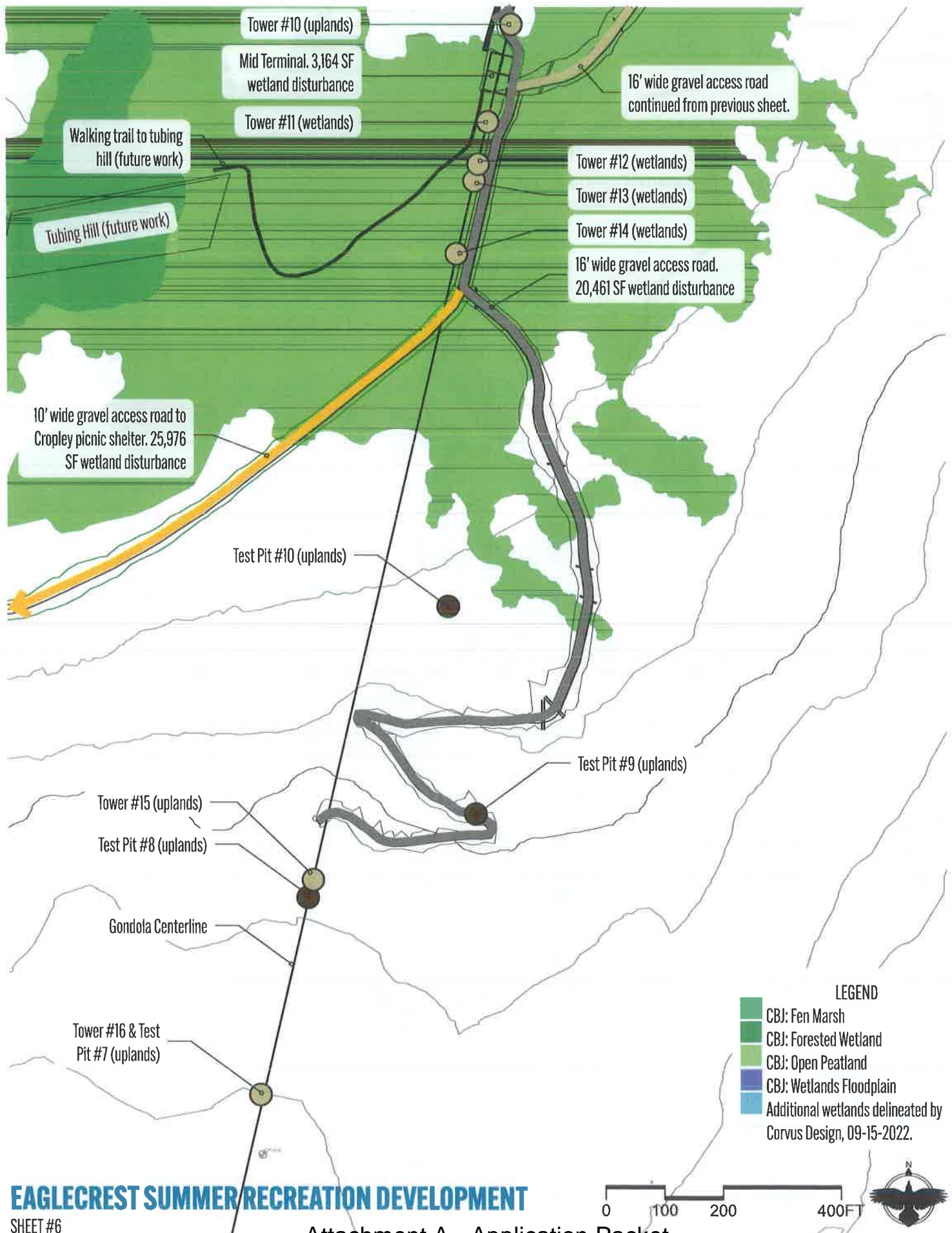
EAGLECREST SUMMER RECREATION DEVELOPMENT

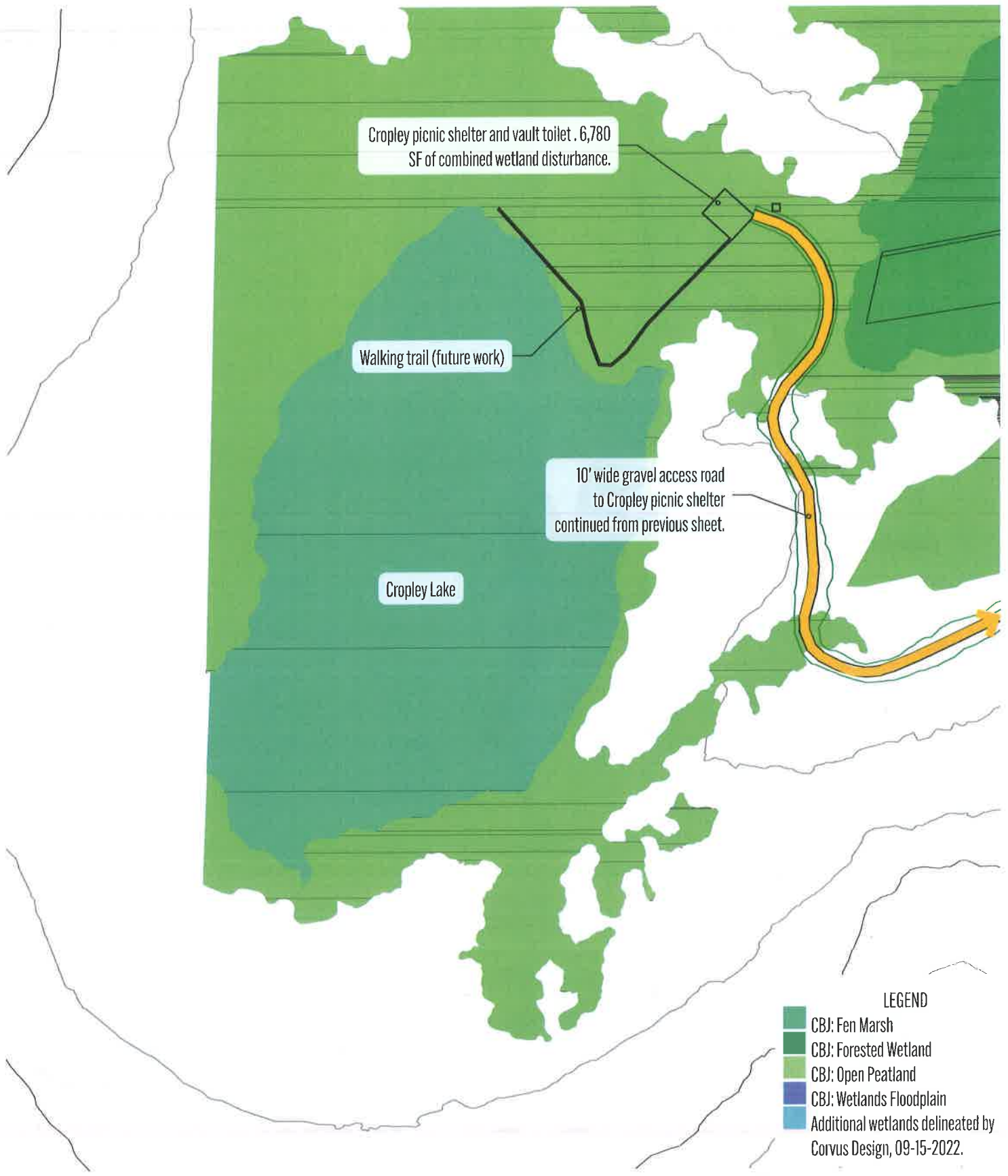
SHEET #5

Attachment A - Application Packet

0 100 200 400FT







Cropley picnic shelter and vault toilet . 6,780
SF of combined wetland disturbance.

Walking trail (future work)

10' wide gravel access road
to Cropley picnic shelter
continued from previous sheet.

Cropley Lake

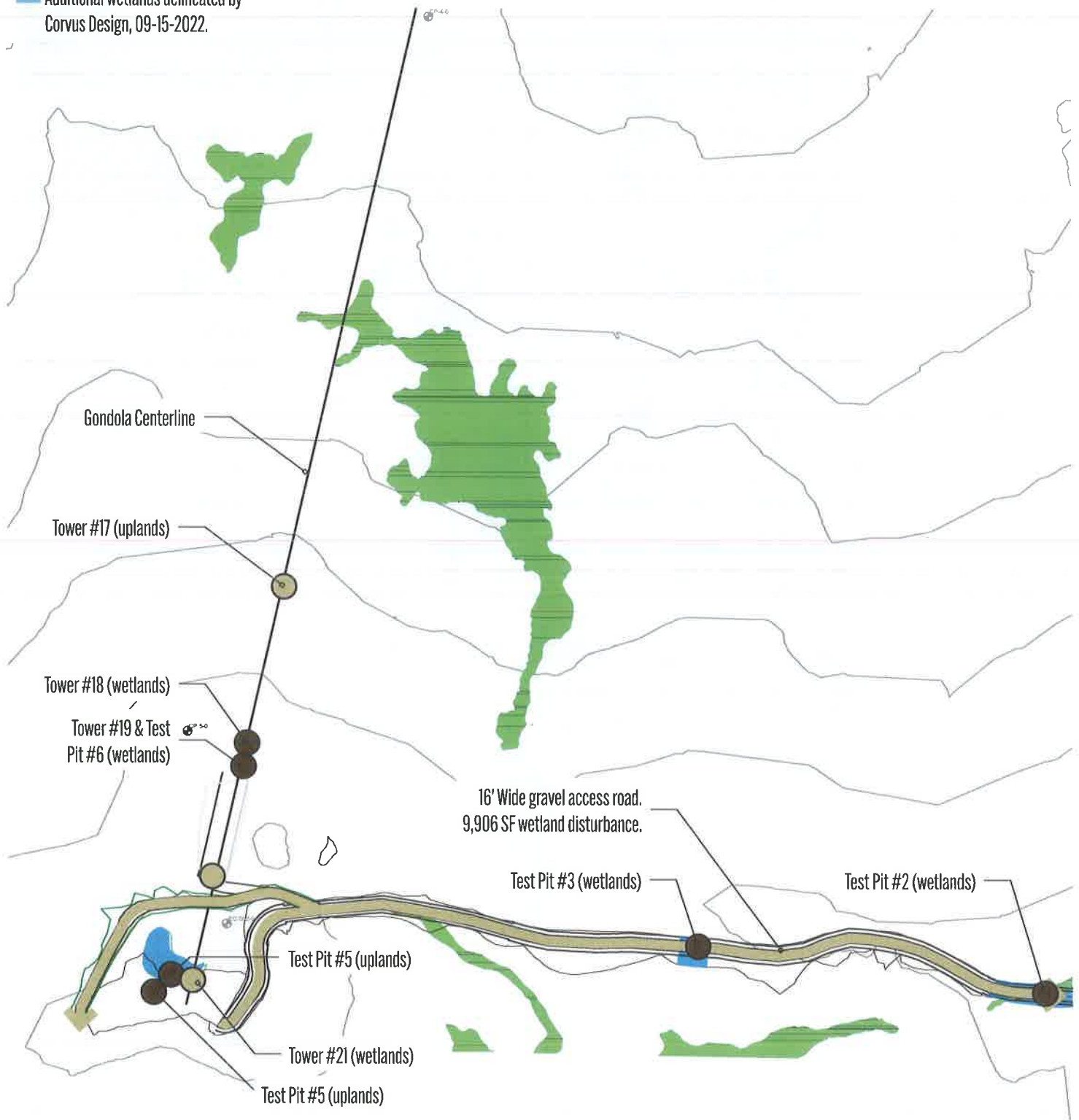
LEGEND

- CBJ: Fen Marsh
- CBJ: Forested Wetland
- CBJ: Open Peatland
- CBJ: Wetlands Floodplain
- Additional wetlands delineated by
Corvus Design, 09-15-2022.



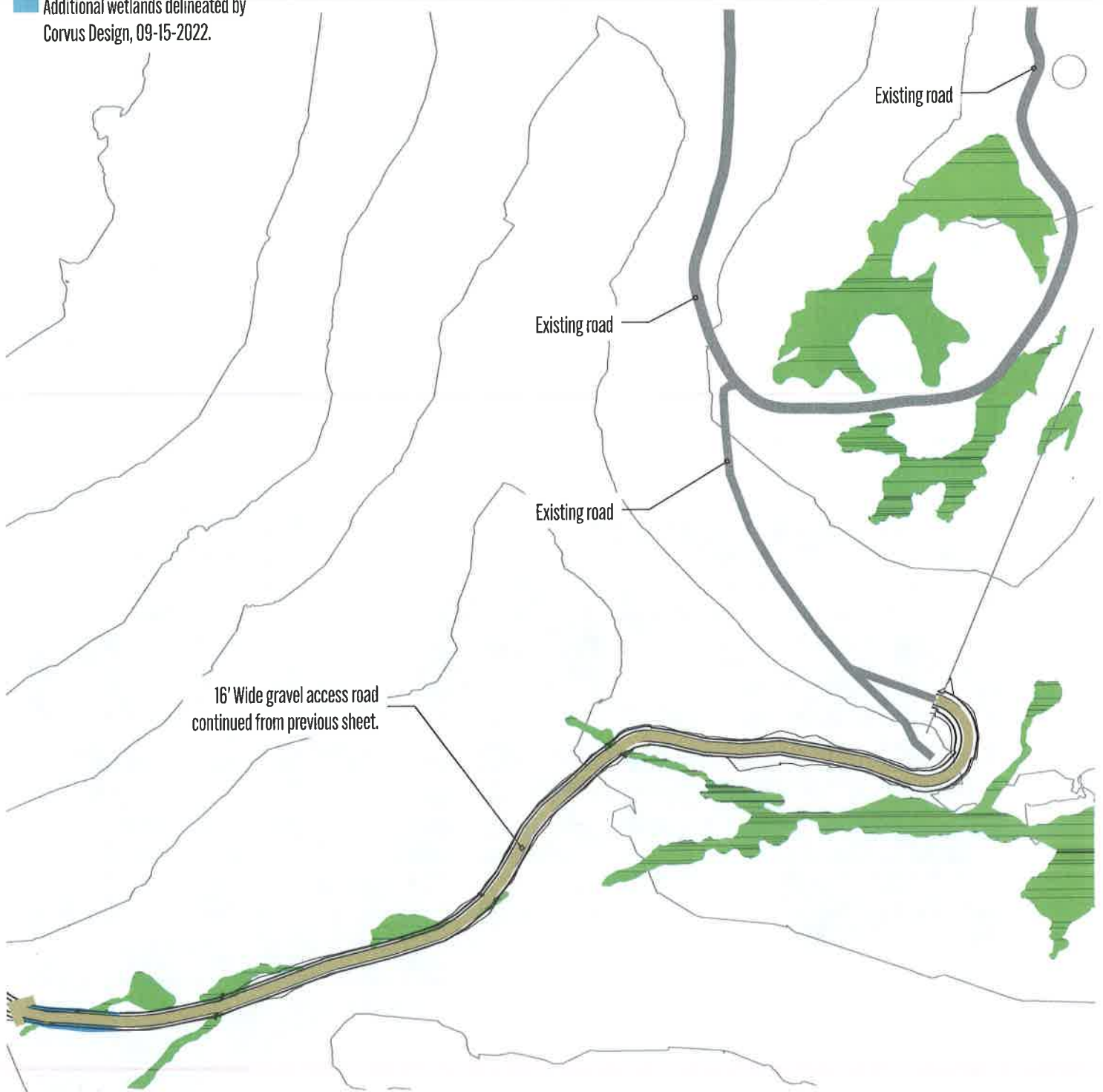
LEGEND

- CBJ: Fen Marsh
- CBJ: Forested Wetland
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Corvus Design, 09-15-2022.



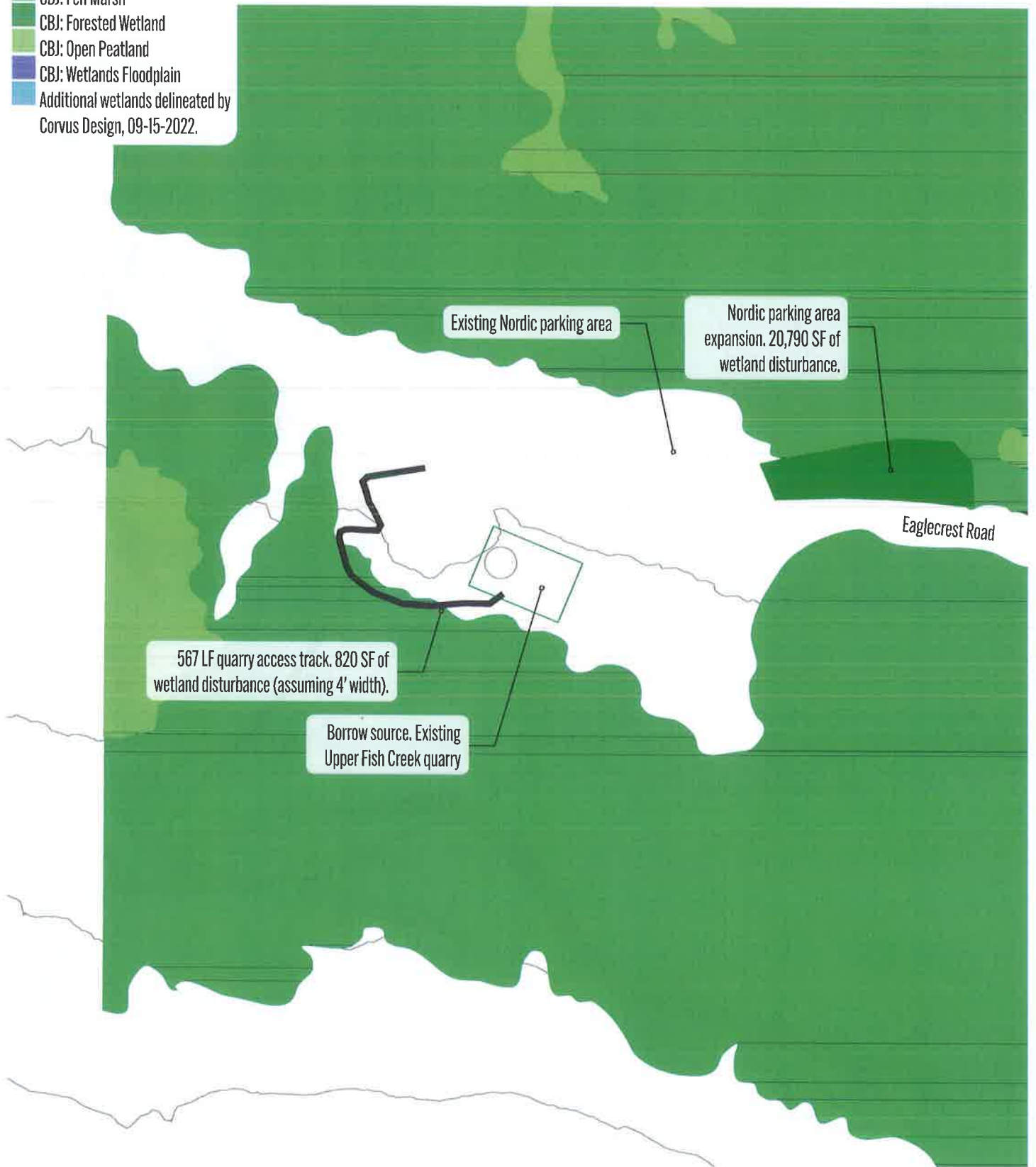
LEGEND

- CBJ: Fen Marsh
- CBJ: Forested Wetland
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LEGEND

- CBJ: Fen Marsh
- CBJ: Forested Wetland
- CBJ: Open Peatland
- CBJ: Wetlands Floodplain
- Additional wetlands delineated by
Corvus Design, 09-15-2022.



EAGLECREST SUMMER RECREATION DEVELOPMENT

SHEET #10

Attachment A - Application Packet





(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, Aerial 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

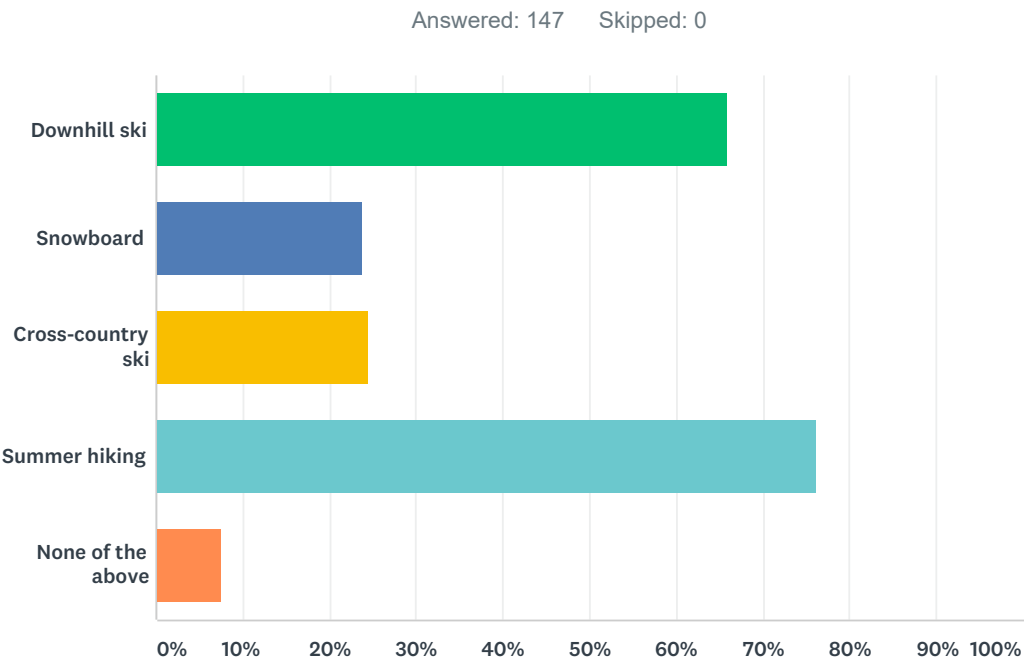
Eaglecrest Board of Directors Annual Retreat (Public Noticed)

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

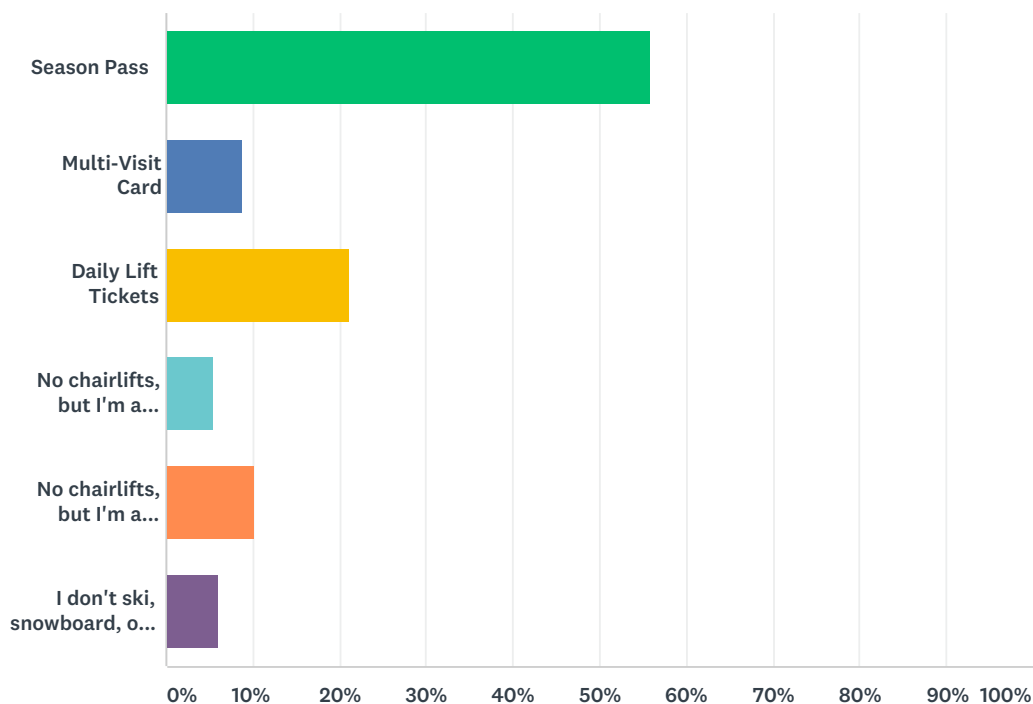
Q2 Did you do any of the following at Eaglecrest last season?



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?

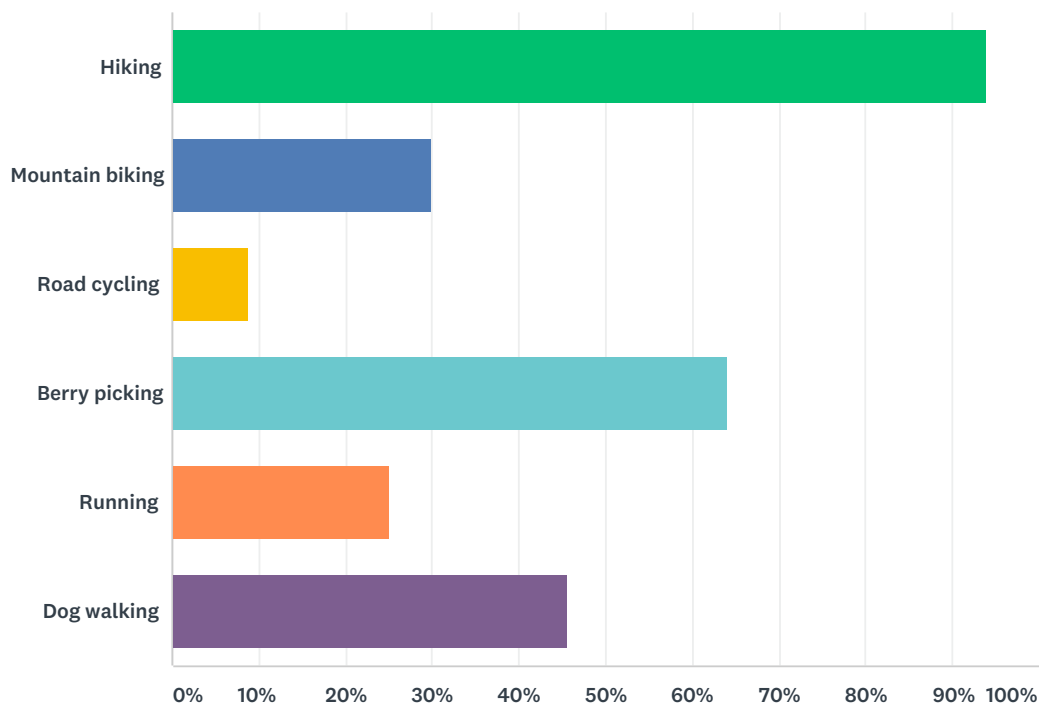
Answered: 147 Skipped: 0



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?

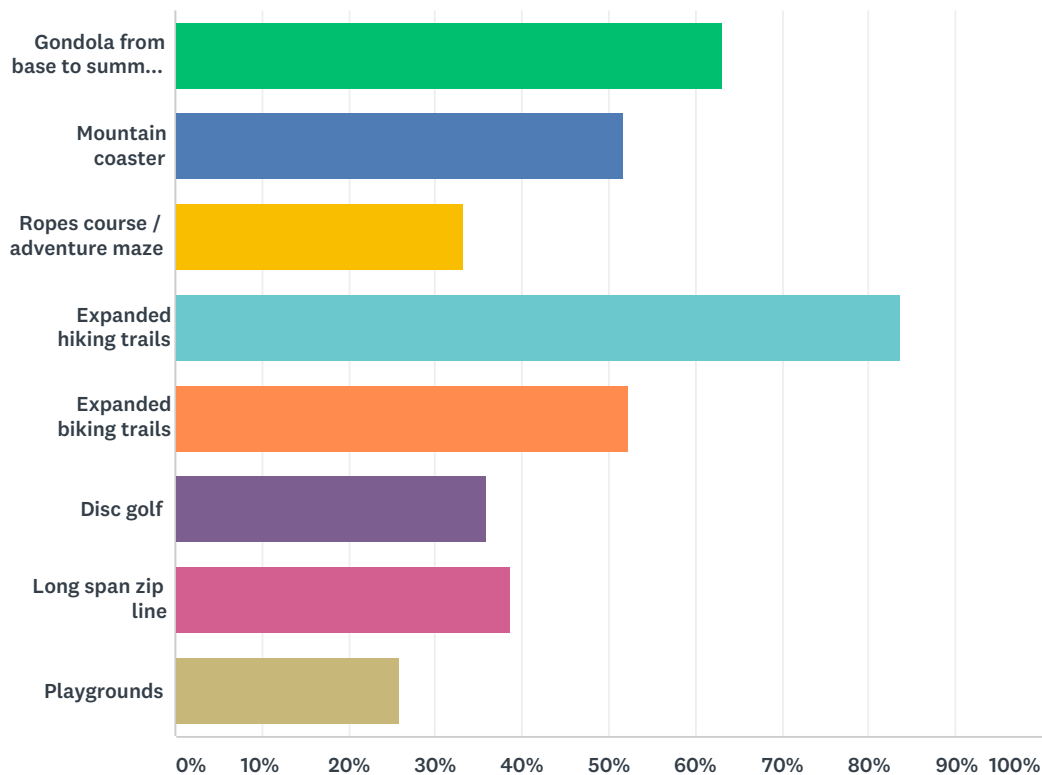
Answered: 147 Skipped: 0



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

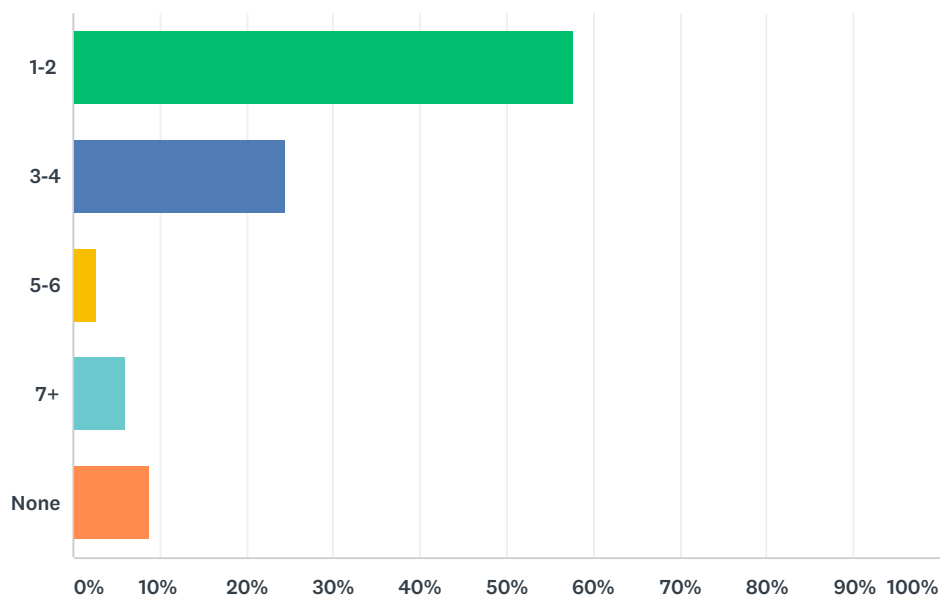
13	Impressed by the long term visioning included in this highly ambitious plan. Hope to see at least portions of it come into fruition. I spent some time this summer at Ski Bowl Adventure Park at Mt Hood this summer and that place was jammed with people.	9/18/2019 6:46 AM
14	I want summer development 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 \$\$\$\$. Cruise 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 the 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 ideal 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
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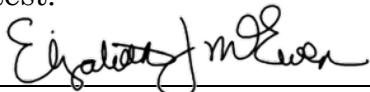
Section 4. Effective Date. This ordinance shall become effective upon adoption.

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.

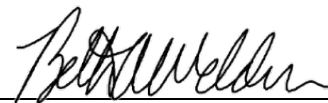
Section 2. Appropriation. There is appropriated to the Manager the sum of \$500,000 for the Eaglecrest Gondola Capital Improvement Project (E28-102).

Section 3. Source of Funds

General Funds \$ 500,000

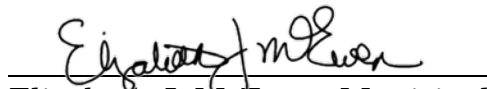
Section 4. Effective Date. This ordinance shall become effective upon adoption.

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

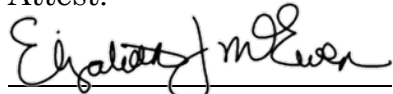
Goldbelt, Inc.	\$10,000,000
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Section 4. Effective Date. This ordinance shall become effective upon execution of the revenue sharing agreement between the City and Borough of Juneau and Goldbelt, Inc.

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:	Goldbelt, Inc.
Attn: Dave Scanlan, Manager	Attn: McHugh Pierre, President & CEO
Eaglecrest Ski Area	Goldbelt, Inc.
155 South Seward Street	3025 Clinton Drive
Juneau, AK 99801	Juneau, Alaska 99801
Telephone: 907-789-2000	Telephone: 907-790-4990
E-mail: dave.scanlan@eaglecrest.com	E-mail: mchugh.pierre@goldbelt.com

PART III: CONTRACT DESCRIPTION

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

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

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

PART IV: CONTRACT EXECUTION

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

[Signatures on following page]

CITY AND BOROUGH OF JUNEAU

GOLDBELT, INC.

By: _____
Duncan Rorie Watt
City and Borough Manager

By: _____
McHugh Pierre
President & CEO

Date: _____

Date: _____

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

APPENDIX A: PROJECT, CONTRIBUTION & OTHER TERMS

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) For Cause by City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Records and Reports.

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

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

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

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

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

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

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

7. Other Obligations of the Parties.

(a) City Obligations. The City shall:

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

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

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

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

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

(b) **Goldbelt Obligations.** Goldbelt shall:

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

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

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

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

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

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

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

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

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

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

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

11. **Insurance.**

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

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

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

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

13. **Equal Employment Opportunity.** Goldbelt will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, familial status, sexual orientation, gender identity, gender expression, or national origin. Goldbelt shall include these provisions in any agreement related to the work performed under this Agreement with contractors or subcontractors.

14. **Choice of Law & Jurisdiction.** The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement. Venue for trial in any action shall be in Juneau, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. Goldbelt specifically waives any right or opportunity to request a change of venue for trial pursuant to AS 22.10.040.

15. **Compliance with Laws & Regulations.** Goldbelt shall, at Goldbelt's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances, and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted. Goldbelt warrants that it has obtained and is in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and the City, and shall maintain such compliance during the effective Term of this Agreement.

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

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

City, Goldbelt may retain copies of all materials.

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

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

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

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

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

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

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

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

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

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

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

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

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

[EXHIBITS ON FOLLOWING PAGES]

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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



DATE: November 28, 2022

TO: CBJ Assembly

FROM: Jeff Rogers, Finance Director

SUBJECT: **Proposed Revenue Sharing Agreement with Goldbelt, Inc**

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

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.

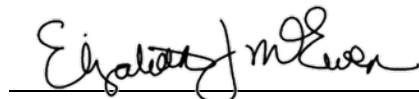
Section 4. Effective Date. This ordinance shall be effective 30 days after its adoption.

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

GOLDBELT, INC.

By: _____

Duncan Rorie Watt
City and Borough Manager

Date: _____

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.

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 as 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 required to revert to the City from such sales an amount equal to the agreed upon wholesale pricing for individual Gondola rides or packaged adventure park products.

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

(e) Records and Reports.

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

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

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

(iv) Upon at least thirty (30) days’ prior written notice from a Party (and not more than once per calendar year), each Party shall have the right, and the other Party shall permit,

to have an independent certified public accounting firm selected by such Party, and reasonably acceptable to the other Party, to have access during normal business hours and at the audited Party's principal place of business, to such books of account and records of any audited Party as may be reasonably necessary to verify the accuracy of the summer revenues described in this Section 6 for any period of time ending not more than twenty-four (24) months prior to the date of such request. If an audit pursuant to this Section 6(e) establishes that the audited Party underpaid the unaudited Party, then the audited Party shall promptly (and, in any event, no less than fifteen (15) days after the accounting firm has notified both Parties in writing of the nature and amount of any underpayment) remit to the unaudited Party the amount of such underpayment plus interest (at a rate of seven percent (7%)). The fees charged by such accounting firm in connection with any audit pursuant to this Section 6(e) shall be paid by the unaudited Party, provided, however, that such an audit establishes an underpayment by the audited Party that is more than five percent (5%) of the total amount of payments (or revenue remitted) by the audited Party to the unaudited Party for the period being audited, then the audited Party shall pay the reasonable and actual fees and expenses charged by such accounting firm in connection with such audit.

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

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

7. Other Obligations of the Parties.

(a) City Obligations. The City shall:

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

(ii) allow Goldbelt to participate, at its own expense, in any marketing, advertising, promotion, and sales programs or events that the City may use or make generally

available to third party sellers of the passes for the Project attractions, provided that the City may alter or eliminate any program at any time;

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

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

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

(b) Goldbelt Obligations. Goldbelt shall:

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

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

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

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

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

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

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

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

8. **Non-Exclusive Relationship.** The City may have other business interests or attractions and may engage in other activities in addition to those relating to the Project attractions. Goldbelt shall not have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the City or to the income or proceeds derived therefrom.

In addition, the City may obtain additional contributions or capital from third parties besides the Contribution in order to build or fund the Project. For avoidance of doubt, the City may own and operate other attractions (including, without limitation, gondolas, mountain coasters, ski huts or ski lifts directly competitive with those funded in whole or in part by the Contribution) whether located at the Project Locations or elsewhere and Goldbelt shall not be entitled to income or proceeds derived therefrom other than from the Project Gondola, or Ski Hut during the summer. Goldbelt and the City share ideas and motivation to build a responsible and prosperous community that will last forever. Because of these shared goals, the City intends to continue working with Goldbelt at Eaglecrest to build a successful and sustainable business operation for visitors and residents to enjoy. Through this relationship, the City will communicate with Goldbelt regarding plans to expand Eaglecrest operations near Goldbelt property on the shoreline of Douglas Island.

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

10. **Indemnification.** Subject to the terms and conditions of this Agreement, Goldbelt shall indemnify, hold harmless, and defend the City and its officers, agents, employees, directors, and volunteers (collectively, the “Indemnified Parties”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including actual, reasonable attorneys’ fees even if in excess of Alaska Civil Rule 82, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, relating to any claim of a third party or City arising out of or occurring in connection with: (a) Goldbelt’s acts or omissions of Goldbelt, including breach of this Agreement; (b) Goldbelt’s advertising or representations that warrant performance of the Project or its attractions beyond that provided by the City; (c) any failure by Goldbelt or its personnel to comply with any applicable laws; or (d) allegations that Goldbelt breached its agreement with a third party as a result of or in connection with entering into, performing under, or terminating this Agreement. Subject to a specific appropriation by the Assembly for this purpose, the City agrees to indemnify Goldbelt for any breach of the City of its obligations under this Agreement. All Parties to this Agreement recognize and fully agree that the City has no appropriation currently available to it to indemnify Goldbelt under this provision, and that enactment of an appropriation in the future to fund a payment under this provision remains in the sole discretion of the Assembly, and the Assembly’s failure to make such an appropriation creates no further liability or obligation of the City.

11. **Insurance.**

(a) During the Term and for a period of two (2) years after the Term, Goldbelt shall, at its own expense, maintain and carry insurance in full force and effect approved by the City’s Risk Management that includes, but is not limited to: (i) commercial general liability with limits no less than One Million Dollars US (US \$1,000,000) for each occurrence and Two Million Dollars US

(US \$2,000,000) in the aggregate, which such policy is to contain, or be endorsed to contain, additional insured status for the City, its officers, officials, employees, and volunteers; (ii) automobile insurance with limits no less than One Million Dollars US (US \$1,000,000); (iii) workers' compensation insurance with limits of One Million Dollars (US \$1,000,000.00) per injury and illness, One Million Dollars (US \$1,000,000.00) in the aggregate; and; and (iv) all other types and amounts of insurance required by applicable law and all such insurance as necessary to protect the Indemnified Party from and against any third party claims; all with financially sound and reputable insurers. Upon the City's request, Goldbelt shall provide the City with a certificate of insurance and policy endorsements for all insurance coverage required by this Section 11(a), and shall not do anything to invalidate such insurance. The certificate of insurance shall name the City as an additional insured. Goldbelt shall provide the City with thirty (30) days' advance written notice in the event of a cancellation or material change in Goldbelt's insurance policies. Except where prohibited by law, Goldbelt shall require its insurers to waive all rights of subrogation against the City's insurers, Goldbelt and the other Indemnified Parties.

(b) The City agrees to maintain and carry insurance in full force and effect, subject to appropriate levels of self-insurance, in all types and amounts of insurance required by applicable law and as necessary to protect Goldbelt from and against any third party claims arising out of the City's gross negligence or willful misconduct related to the Project and the City's operation of the Project with financially sound and reputable insurers. Upon Goldbelt's request, the City shall provide Goldbelt with a certificate of insurance and policy endorsements for all insurance coverage required by this Section 11(b), and shall not do anything to invalidate such insurance. The certificate of insurance shall name Goldbelt as an additional insured. The City shall provide Goldbelt with thirty (30) days' advance written notice in the event of a cancellation or material change in the City's insurance policies.

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

13. **Equal Employment Opportunity.** Goldbelt will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, familial status, sexual orientation, gender identity, gender expression, or national origin. Goldbelt shall include these provisions in any agreement related to the work performed under this Agreement with contractors or subcontractors.

14. **Choice of Law & Jurisdiction.** The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement. Venue for trial in any action shall be in Juneau, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. Goldbelt specifically waives any right or opportunity to request a change of venue for trial pursuant to AS 22.10.040.

15. **Compliance with Laws & Regulations.** Goldbelt shall, at Goldbelt's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances,

and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted. Goldbelt warrants that it has obtained and is in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and the City, and shall maintain such compliance during the effective Term of this Agreement.

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

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

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

(a) The Parties acknowledge that the City is legally prohibited from encumbering funds that have not been duly appropriated, pursuant to the City's Charter 9.13. Funding for this Agreement beyond fiscal year 2023 is therefore subject to an appropriation of funds by, and at the sole discretion of, the City and Borough of Juneau Assembly. The Parties acknowledge and understand that in the event the Assembly fails to appropriate sufficient funds for the construction or operation of the Project or essential Project attractions, including, without limitation, for cause by either party under Section 5(c) or (d), as applicable, the Agreement will automatically terminate, subject to the Contribution Recoupment Fee described in Section 4 or the Termination Fee described in Section 5(b)(i) or (ii), if applicable, but without further penalty or further municipal liability, on June 30th of the City's current fiscal year, or as noted in the notice of termination thereunder. For avoidance of doubt, no Contribution Recoupment Fee or Termination Fee shall be payable in the event of a termination for cause by the City; solely the amounts described in Section 5(c)(ii), (iii) or (iv) shall be payable.

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

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

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

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

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

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

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

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

or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 25, the other Party may thereafter terminate this Agreement upon thirty (30) days' written notice.

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

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

[EXHIBITS ON FOLLOWING PAGES]

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EXHIBIT A

PROJECT LOCATION

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

EXHIBIT B

PROJECT DESCRIPTION

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

Exhibit B - Ordinance 2023-08

Goldbelt, Inc.

3025 Clinton Drive

LETTER OF INTENT

April 12, 2023

Attn: Dave Scanlan, Rorie Watt, City Manager

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

Re: Gondola Project Revenue Sharing Agreement

Dear Mr. Scanlan and Ms. Watt,

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

Silent Partner:

Goldbelt, Incorporated

Independent Contractor:

City and Borough of Juneau

Project:

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

ROI:

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

Term:

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

Exhibit B - Ordinance 2023-08

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

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

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

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

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

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

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

Exhibit B - Ordinance 2023-08



Goldbelt, Incorporated

By: McHugh Pierre

Its: President & CEO

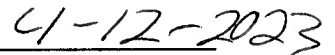


Dave Scanlan

Rorie Watt

April 12, 2023

Date



Date

Date

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 (50 th 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

⁷ *ITE Trip Generation Handbook*, 3rd Edition, Institute of Transportation Engineers, September 2017.

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%.

¹⁰ Section 17 Alaska Administrative Code 10.060, <https://www.akleg.gov/basis/aac.asp#17.10.050>.

¹¹ Title 49 CBJ Code Chapter 49.40.305,

https://library.municode.com/ak/juneau/codes/code_of_ordinances?nodeId=PTIICOOR_TIT49LAUS_CH49.40PATR

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 divided 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			Ptarmigan Lift			Porcupine Only Tickets Sold			Nordic Tickets Sold			
Date	Total Scans	Unique Passes	Date	Total Scans	Unique Passes		Total Sold			Day Tickets	Pass On	Add
12/11/2022	3	2					550			86	262	
12/15/2022	16	3	12/15/2022	2	1							
12/16/2022	376	197	12/16/2022	1313	278							
12/17/2022	761	294	12/17/2022	626	213							
12/18/2022	330	153	12/18/2022	345	113							
12/21/2022	81	44	12/21/2022	125	39							
12/22/2022	231	97	12/22/2022	219	68							
12/23/2022	560	191	12/23/2022	582	128							
12/24/2022	821	407	12/24/2022	1614	519							
12/26/2022	994	372	12/26/2022	2520	554							
12/27/2022	616	239	12/27/2022	1772	312							
12/28/2022	834	289	12/28/2022	847	297							
12/29/2022	809	281	12/29/2022	931	298							
12/30/2022	878	336	12/30/2022	1719	446							
12/31/2022	878	340	12/31/2022	1858	501							
1/1/2023	244	85	1/1/2023	1	1							
1/2/2023	545	239	1/2/2023	1656	338							
1/3/2023	545	206	1/3/2023	1590	279							
1/4/2023	538	202	1/4/2023	987	262							
1/6/2023	689	297	1/6/2023	1568	430							
1/7/2023	1095	476	1/7/2023	2558	607							
1/8/2023	930	396	1/8/2023	376	220							
1/11/2023	130	48	1/11/2023	365	95							
1/12/2023	76	53	1/12/2023	380	125							
1/13/2023	299	132	1/13/2023	515	168							
1/14/2023	1129	413	1/14/2023	1299	480							
1/15/2023	727	350	1/15/2023	1133	430							
1/16/2023	887	344	1/16/2023	1130	346							
1/18/2023	142	100	1/18/2023	972	212							
1/19/2023	244	74	1/19/2023	355	93							
1/20/2023	229	97	1/20/2023	409	151							
1/21/2023	748	262	1/21/2023	898	277							
1/22/2023	926	422	1/22/2023	3039	578							
1/24/2023			1/24/2023	1	1							
1/26/2023	193	39	1/26/2023	4	3							
1/27/2023	390	82	1/27/2023	1	1							
1/28/2023	843	283	1/28/2023	1590	369							
1/29/2023	626	258	1/29/2023	1209	305							
2/1/2023	304	174	2/1/2023	1136	277							
2/2/2023	403	193	2/2/2023	1427	326							
2/3/2023	1194	500	2/3/2023	2050	479							
2/4/2023	3456	1011	2/4/2023	2905	757							
2/5/2023	2858	911	2/5/2023	2962	682							
2/8/2023	680	274	2/8/2023	2647	364							
2/9/2023	539	244	2/9/2023	1670	289							
2/10/2023	1015	462	2/10/2023	1996	533							
2/11/2023	3057	933	2/11/2023	3179	783							
2/12/2023	1084	422	2/12/2023	1556	370							
2/15/2023	1323	347	2/15/2023	2109	371							
2/16/2023	1316	487	2/16/2023	3673	532							
2/17/2023	1823	608	2/17/2023	2042	485							
2/18/2023	2338	818	2/18/2023	3493	715							
2/19/2023	2826	722	2/19/2023	2098	537							
2/20/2023	1995	671	2/20/2023	2217	523							
2/22/2023	413	173	2/22/2023	762	175							
2/23/2023	513	184	2/23/2023	637	159							
2/24/2023	947	345	2/24/2023	1401	319							
2/25/2023	4051	1225	2/25/2023	3780	973							
2/26/2023	2799	865	2/26/2023	1101	433							
3/2/2023	1141	474	3/2/2023	2169	515							
3/3/2023	1420	608	3/3/2023	1303	461							
3/4/2023	3551	1070	3/4/2023	2665	725							
3/5/2023	2220	712	3/5/2023	962	365							
3/8/2023	359	163	3/8/2023	298	100							
3/9/2023	693	221	3/9/2023	396	126							
3/10/2023	632	246	3/10/2023	275	124							
3/11/2023	2704	592	3/11/2023	961	321							
3/12/2023	1751	578	3/12/2023	785	281							
3/15/2023	959	302	3/15/2023	784	228							
3/16/2023	1014	190										
3/17/2023	939	335	3/17/2023	2303	354							
3/18/2023	2095	679	3/18/2023	1950	551							
3/19/2023	737	276	3/19/2023	426	155							
3/20/2023	576	175	3/20/2023	527	134							
3/21/2023	1198	312	3/21/2023	1194	267							
3/22/2023	1164	296	3/22/2023	569	193							
3/23/2023	1376	314	3/23/2023	1143	266							
3/24/2023	1211	379	3/24/2023	1125	304							
3/25/2023	1554	530	3/25/2023	681	278							
3/26/2023	2927	933	3/26/2023	2084	623							
3/29/2023	550	260	3/29/2023	371	166							
3/30/2023	311	122	3/30/2023	131	64							
3/31/2023	464	211	3/31/2023	304	124							
4/1/2023	1764	695	4/1/2023	1137	430							
4/2/2023	1680	689	4/2/2023	2574	593							
4/5/2023	250	141	4/5/2023	364	134							
4/6/2023	171	93	4/6/2023	133	64							
4/7/2023	443	219	4/7/2023	260	132							
4/8/2023	3307	1107	4/8/2023	1977	687							
4/9/2023	1222	537	4/9/2023	801	323							
4/11/2023			4/11/2023	6	2							
Totals:	95680	33131	Totals:	112008	28710	Totals:	550		Totals:	86	262	



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 (50 th 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

⁷ *ITE Trip Generation Handbook*, 3rd Edition, Institute of Transportation Engineers, September 2017.

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.

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
(75% Coach, 25% Passenger Vehicle)							
Weekday	100	300	70	16	28	44	294
Weekend	175	525	70	28	49	77	428
(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.

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%.

¹⁰ Section 17 Alaska Administrative Code 10.060, <https://www.akleg.gov/basis/aac.asp#17.10.050>.

¹¹ Title 49 CBJ Code Chapter 49.40.305,

https://library.municode.com/ak/juneau/codes/code_of_ordinances?nodeId=PTIICOOR_TIT49LAUS_CH49.40PATR

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.

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 divided 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 visitors 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 visitors 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	

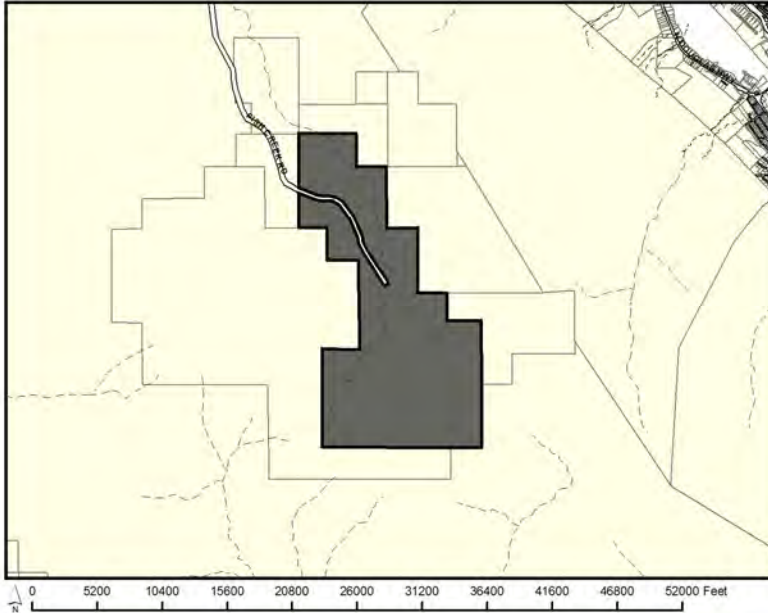


Eaglecrest Scan Totals 2022/23 Season

Hooter Lift			Ptarmigan Lift			Porcupine Only Tickets Sold			Nordic Tickets Sold			
Date	Total Scans	Unique Passes	Date	Total Scans	Unique Passes		Total Sold			Day Tickets	Pass On	Add
12/11/2022	3	2					550			86	262	
12/15/2022	16	3	12/15/2022	2	1							
12/16/2022	376	197	12/16/2022	1313	278							
12/17/2022	761	294	12/17/2022	626	213							
12/18/2022	330	153	12/18/2022	345	113							
12/21/2022	81	44	12/21/2022	125	39							
12/22/2022	231	97	12/22/2022	219	68							
12/23/2022	560	191	12/23/2022	582	128							
12/24/2022	821	407	12/24/2022	1614	519							
12/26/2022	994	372	12/26/2022	2520	554							
12/27/2022	616	239	12/27/2022	1772	312							
12/28/2022	834	289	12/28/2022	847	297							
12/29/2022	809	281	12/29/2022	931	298							
12/30/2022	878	336	12/30/2022	1719	446							
12/31/2022	878	340	12/31/2022	1858	501							
1/1/2023	244	85	1/1/2023	1	1							
1/2/2023	545	239	1/2/2023	1656	338							
1/3/2023	545	206	1/3/2023	1590	279							
1/4/2023	538	202	1/4/2023	987	262							
1/6/2023	689	297	1/6/2023	1568	430							
1/7/2023	1095	476	1/7/2023	2558	607							
1/8/2023	930	396	1/8/2023	376	220							
1/11/2023	130	48	1/11/2023	365	95							
1/12/2023	76	53	1/12/2023	380	125							
1/13/2023	299	132	1/13/2023	515	168							
1/14/2023	1129	413	1/14/2023	1299	480							
1/15/2023	727	350	1/15/2023	1133	430							
1/16/2023	887	344	1/16/2023	1130	346							
1/18/2023	142	100	1/18/2023	972	212							
1/19/2023	244	74	1/19/2023	355	93							
1/20/2023	229	97	1/20/2023	409	151							
1/21/2023	748	262	1/21/2023	898	277							
1/22/2023	926	422	1/22/2023	3039	578							
1/24/2023			1/24/2023	1	1							
1/26/2023	193	39	1/26/2023	4	3							
1/27/2023	390	82	1/27/2023	1	1							
1/28/2023	843	283	1/28/2023	1590	369							
1/29/2023	626	258	1/29/2023	1209	305							
2/1/2023	304	174	2/1/2023	1136	277							
2/2/2023	403	193	2/2/2023	1427	326							
2/3/2023	1194	500	2/3/2023	2050	479							
2/4/2023	3456	1011	2/4/2023	2905	757							
2/5/2023	2858	911	2/5/2023	2962	682							
2/8/2023	680	274	2/8/2023	2647	364							
2/9/2023	539	244	2/9/2023	1670	289							
2/10/2023	1015	462	2/10/2023	1996	533							
2/11/2023	3057	933	2/11/2023	3179	783							
2/12/2023	1084	422	2/12/2023	1556	370							
2/15/2023	1323	347	2/15/2023	2109	371							
2/16/2023	1316	487	2/16/2023	3673	532							
2/17/2023	1823	608	2/17/2023	2042	485							
2/18/2023	2338	818	2/18/2023	3493	715							
2/19/2023	2826	722	2/19/2023	2098	537							
2/20/2023	1995	671	2/20/2023	2217	523							
2/22/2023	413	173	2/22/2023	762	175							
2/23/2023	513	184	2/23/2023	637	159							
2/24/2023	947	345	2/24/2023	1401	319							
2/25/2023	4051	1225	2/25/2023	3780	973							
2/26/2023	2799	865	2/26/2023	1101	433							
3/2/2023	1141	474	3/2/2023	2169	515							
3/3/2023	1420	608	3/3/2023	1303	461							
3/4/2023	3551	1070	3/4/2023	2665	725							
3/5/2023	2220	712	3/5/2023	962	365							
3/8/2023	359	163	3/8/2023	298	100							
3/9/2023	693	221	3/9/2023	396	126							
3/10/2023	632	246	3/10/2023	275	124							
3/11/2023	2704	592	3/11/2023	961	321							
3/12/2023	1751	578	3/12/2023	785	281							
3/15/2023	959	302	3/15/2023	784	228							
3/16/2023	1014	190										
3/17/2023	939	335	3/17/2023	2303	354							
3/18/2023	2095	679	3/18/2023	1950	551							
3/19/2023	737	276	3/19/2023	426	155							
3/20/2023	576	175	3/20/2023	527	134							
3/21/2023	1198	312	3/21/2023	1194	267							
3/22/2023	1164	296	3/22/2023	569	193							
3/23/2023	1376	314	3/23/2023	1143	266							
3/24/2023	1211	379	3/24/2023	1125	304							
3/25/2023	1554	530	3/25/2023	681	278							
3/26/2023	2927	933	3/26/2023	2084	623							
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4/2/2023	1680	689	4/2/2023	2574	593							
4/5/2023	250	141	4/5/2023	364	134							
4/6/2023	171	93	4/6/2023	133	64							
4/7/2023	443	219	4/7/2023	260	132							
4/8/2023	3307	1107	4/8/2023	1977	687							
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4/11/2023			4/11/2023	6	2							
Totals:	95680	33131	Totals:	112008	28710	Totals:	550	Totals:	86	262		

Invitation to Comment

City Project Review & Conditional Use Permit for the Eaglecrest Summit House and Gondola.



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

Printed June 27, 2023

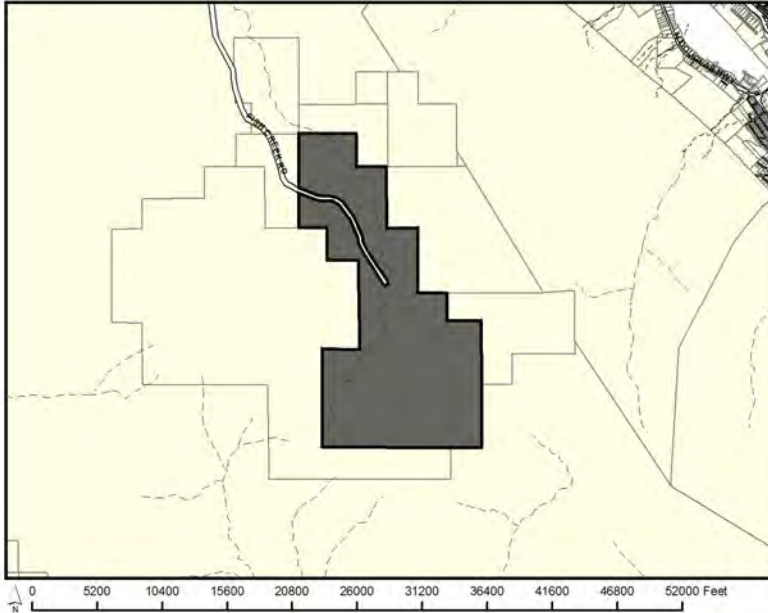
Case No.: **USE2023 0009 & CSP2023 0001**

Parcel No.: **3D1021000010**

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

Invitation to Comment

City Project Review & Conditional Use Permit for the Eaglecrest Summit House and Gondola.



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

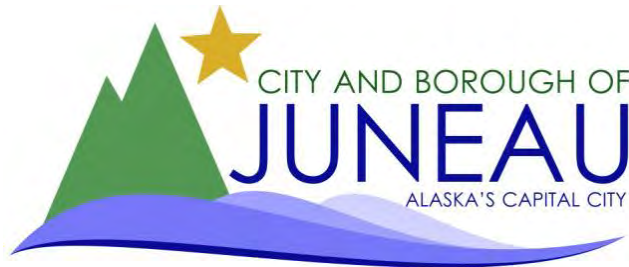
Email: pc_comments@juneau.gov or jennifer.shields@juneau.gov

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>



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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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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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



(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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www.juneau.org/CDD
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
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- * 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 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.



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www.juneau.org/CDD
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
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- * 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.



(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: 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
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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.



(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.
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- * 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](#)

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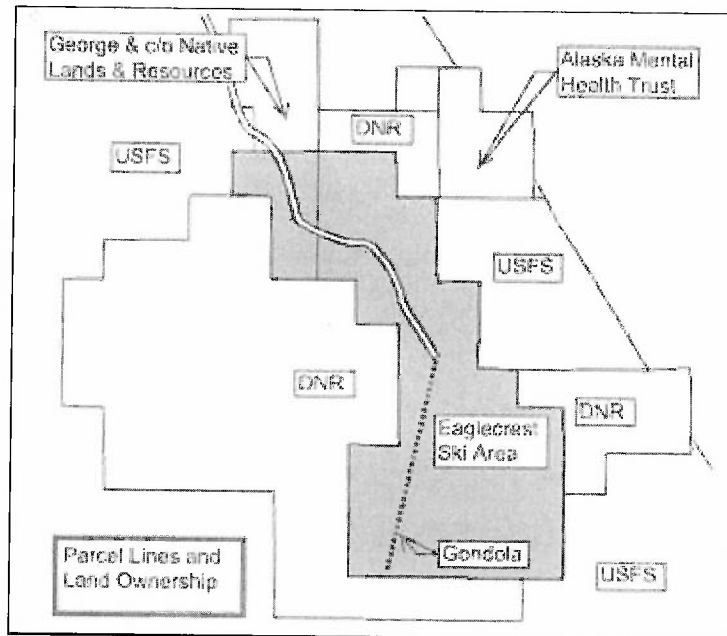
Hi Charity,

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,

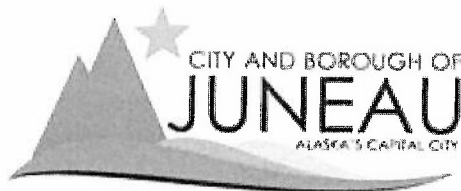
Jennifer L. Shields | Planner II

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.



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 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.

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

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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

A handwritten signature in black ink that reads "Kathy Hansen". The signature is written in a cursive style, with the first name "Kathy" and the last name "Hansen" clearly visible. A long, horizontal line extends from the end of the signature to the right.

Kathy Hansen
907-465-7667 (cell not state number)