ASSEMBLY AGENDA/MANAGER'S REPORT
THE CITY AND BOROUGH OF JUNEAU, ALASKA

May 24, 2021 7:00 PM

Assembly Chambers/Zoom Webinar & FB Live Stream
Meeting No. 2021-13 https://juneau.zoom.us/j/91515424903 or call: 1-253-215-8782
Webinar ID: 915 1542 4903

Submitted By:

_____
Duncan Rorie Watt, City Manager

I. FLAG SALUTE

II. ROLL CALL

III. SPECIAL ORDER OF BUSINESS

A. **Instruction for Public Participation**

As this will be the first in-person meeting of the Assembly since 2020, we will be following COVID protocols in accordance with CDC guidelines, CBJ ordinances & resolutions, and COVID mitigation strategies at the time of the meeting. **Assemblymembers will be meeting in person, to the extent possible. In-person public participation will be limited on a first come, first served basis to no more than 8 persons in the public audience seats. Masks are required for anyone in the room who is not fully vaccinated.** ***Attendees in excess of that number will be requested to participate via Zoom webinar.***

Testimony time will be limited by the Mayor based on the number of participants. Members of the public are encouraged to send their comments in advance of the meeting to BoroughAssembly@juneau.org

When attending the zoom webinar [login info listed at top of agenda] to speak on an item up for public hearing or a non-agenda item please hit the 'raise hand' button if participating via a computer/tablet; if participating by phone press *9 on your phone; this will place a 'raised hand' icon next to your phone number and will add you to the queue.

B. **US Coast Guard Certificate of Merit to CBJ's Docks and Harbors**

C. **EOC update re COVID-19**

IV. APPROVAL OF MINUTES

A. **March 22, 2020 Regular Assembly Meeting 2021-07 Draft Minutes**

B. **April 21, 2021 Special Assembly Meeting #2021-10 Draft Minutes**

C. **April 26, 2021 Regular Assembly Meeting 2021-11 Draft Minutes**

D. **May 12, 2021 Special Assembly Meeting 2021-12 Draft Minutes**

V. MANAGER'S REQUEST FOR AGENDA CHANGES

VI. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

VII. CONSENT AGENDA

A. Public Requests for Consent Agenda Changes, Other Than Ordinances for Introduction

B. Assembly Requests for Consent Agenda Changes

C. Assembly Action

1. Ordinances for Introduction

a. **Ordinance 2021-17 An Ordinance Providing for the Levy and Collection of a Temporary 3% Areawide Sales Tax on the Price of All Taxable Sales of Goods and Services Delivered within the City and Borough of Juneau, to be in Effect Five Years from July 1, 2022, through July 1, 2027; and Calling for an Election on Whether Such Sales Tax Shall Be Levied.**

The CBJ has a 5% sales tax rate, which is comprised of a permanent 1% tax, a temporary 1% tax, and a temporary 3% tax. The voters have authorized the temporary 3% tax every five years, and it currently expires on July 1, 2022. The temporary 3% tax is necessary to provide a stable revenue base for municipal services like police, fire, parks, libraries, and capital projects. This ordinance would place the temporary 3% tax on the ballot for the October 5, 2021, election.

The City Manager recommends the Assembly introduce this ordinance, refer it to the Finance Committee on June 2, 2021, and set it for public hearing at the next regular Assembly meeting.

b. **Ordinance 2020-09(AX) An Ordinance Deappropriating $2,500,000 from the Manager as Funding for the Purchase of a Building at 3225 Hospital Drive, and Appropriating $2,750,000 to the Manager as Funding for the Crisis Stabilization Capital Improvement Project; Funding Provided by Bartlett Regional Hospital Fund's Fund**

Balance.

This ordinance would deappropriate $2,500,000 of Bartlett Regional Hospital (BRH) Fund's fund balance and appropriate $2,750,000 as funding for BRH's Crisis Stabilization CIP (B55-080). BRH was unable to purchase the office building located at 3225 Hospital Drive which currently houses a BRH clinical program. BRH's lease on the clinic space expires in December 2022 and is unlikely to be renewed. To house the clinical program at the hospital campus, BRH is proposing to use this funding to add a floor to the behavioral health facility currently under construction.

Funding for the appropriation would be provided by Bartlett Regional Hospital Fund's fund balance.

This request was reviewed and approved by the BRH Board at its April 27, 2021 meeting. This request was reviewed by the Public Works and Facilities Committee at its May 10, 2021 meeting.

The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.

c. **Ordinance 2020-09(AY) An Ordinance Transferring $550,000 from CIP H51-116 Marine Park to Taku Improvements/Archipelago to CIP H51-120 Seawalk Major Maintenance and CIP R72-144 South Franklin Sidewalk Safety and Capacity Improvements.**

This ordinance would transfer $550,000 of state marine passenger fees from the Marine Park to Taku Improvements/Archipelago CIP to two related waterfront projects.

$500,000 will go to the South Franklin Sidewalk Safety and Capacity Improvements CIP to relocate light poles and install sidewalk stanchions on South Franklin, which will increase pedestrian safety along this busy transportation corridor.

$50,000 will go to the Seawalk Major Maintenance CIP to repair the seawalk between Taku Smokeries and the Fishermen's Memorial.

Work on both of these projects is anticipated to be completed prior to the 2022 cruise ship season.

After this transfer, a balance of $496,000 will remain in the Archipelago CIP to finish the project.

This request was reviewed by the Public Works and Facilities Committee meeting on May 10, 2021.

The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.

d. **Ordinance 2020-09(AZ) An Ordinance Transferring $500,000 from CIP P47-073 Centennial Hall Renovation Phase 2 to CIP F21-041 Downtown/Glacier Fire Stations Mechanical and Electrical Upgrades.**

This ordinance would transfer $500,000 from the Centennial Hall Renovation CIP to the Downtown/Glacier Fire Stations Mechanical and Electrical Upgrades CIP. The $500,000 to be transferred was provided on a short-term basis to the Centennial Hall Renovation CIP to complete the project design. The $500,000 would be transferred to the Fire Station Mechanical and Electrical Upgrades CIP to install ground source heat pump (GSHP) loop fields at the Downtown and Valley fire stations. The additional funding is needed to upgrade the heat system from air source to ground source after a study determined the GSHP to provide the best long-term heating solution at the two fire stations. The study found the life cycle costs of the two options similar but the ground source heat system offered redundancy in the form of an electric boiler that the air source system did not provide.

This request was reviewed by the Public Works and Facilities Committee at its meeting on May 10, 2021.

The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.

e. **Ordinance 2021-20 An Ordinance Amending the Compensation for Assemblymembers, the Mayor, and Certain Boards.**

CBJ Charter section 3.10 provides the Assembly—by ordinance—shall provide for compensation for the Mayor and other Assemblymembers. However, an ordinance that increases Assemblymember compensation shall not take effect until after the October election.

This ordinance would establish the compensation for the Planning Commission and the Hospital Board of Directors at $225 per month, establish the compensation for the Mayor at $3,500 per month, and establish the compensation for other Assemblymembers at $750 per month. Currently, this ordinance has an effective date of January 1, 2022. On March 10, 2020, the Assembly Finance Committee amended this ordinance to include the Planning Commission and Hospital Board. On May 5, 2021, the Assembly Finance Committee also discussed this topic.

The City Manager recommends the Assembly introduce this ordinance and refer it to the Committee of the Whole.

2. Resolutions

a. **Resolution 2946 A Resolution Expanding Membership for the Juneau Human Rights Commission.**

This resolution would increase the membership of the Juneau Human Rights Commission from five to seven members. The Assembly Human Resources Committee recommended this change.

The City Manager recommends the Assembly adopt this resolution.

b. **Resolution 2947 A Resolution Repealing and Reestablishing the Assembly Rules of Procedure.**

This resolution would update the Assembly Rules of Procedure to facilitate the transition to in-person meetings (1) by allowing members of the public to continue following Assembly and CBJ enterprise board meetings online; (2) by allowing up to three Assemblymembers to participate remotely via telephone or video programs, like Zoom; and (3) by providing for a land acknowledgement.
On May 10, the Assembly Committee of the Whole recommended these revisions.

The City Manager recommends the Assembly adopt this resolution.

c. **Resolution 2950 A Resolution Ratifying the Labor Agreement between the City and Borough and the International Longshore and Warehouse Union AFL-CIO, Healthcare Unit 2201.**

This resolution would provide Assembly ratification of the tentative agreement negotiated between Bartlett Regional Hospital and the International Longshore and Warehouse Union, Healthcare Unit 2201, for a collective bargaining agreement that will expire on December 31, 2023.

The tentative agreement includes the following wage increases: 2% in fiscal year 2022, 2% in fiscal year 2023, and 1% in fiscal year 2024. The economic terms also include a one-time $1000 lump sum bonus payment for full time employees employed on June 1, 2021 or a $500 lump sum bonus payment for part time, casual or PRN employees employed on June 1, 2021. The total cost of these provisions over the life of the contract for both union and non-represented employees is projected to be approximately $6,219,000.

In addition, there are other non-economic language changes to the collective bargaining agreement.

This tentative agreement has been put out for ratification vote by the ILWU membership, but the voting period is not yet complete, so the votes have not been counted. Assembly ratification of this tentative agreement is conditioned on ILWU ratification of the tentative agreement.

The Bartlett Regional Hospital Board of Directors reviewed the tentative agreement in a Committee of the Whole meeting and unanimously recommended that the Assembly ratify the tentative agreement.

The City Manager recommends the Assembly adopt this resolution.

d. **Resolution 2948 A Resolution Providing For Interest Rates For The Hospital Revenue Refunding Bond Being Issued Through The Alaska Municipal Bond Bank.**

On April 26, the Assembly adopted Ordinance 2021-15 which authorized the refinancing of several bond issues through Alaska Municipal Bond Bank Authority. This resolution delegates to the Manager the authority to approve final interest rates for the refinancing of the Hospital Revenue Bond. Savings from the refinancing over the remaining life of the bond are expected to be approximately $1,054,768.

The City Manager recommends the Assembly adopt this resolution.

e. **Resolution 2952 A Resolution Providing For Interest Rates For The Port Revenue Refunding Bond Being Issued Through The Alaska Municipal Bond Bank.**

On April 26, the Assembly adopted Ordinance 2021-15 which authorized the refinancing of several bond issues through Alaska Municipal Bond Bank Authority. This resolution delegates to the Manager the authority to approve final interest rates for the refinancing of the Port Revenue Bond. Savings from the refinancing over the remaining life of the bond are expected to be approximately $1,542,700.

The City Manager recommends the Assembly adopt this resolution.

f. **Resolution 2951 A Resolution Providing For Interest Rates For The General Obligation Refunding Bond Being Issued Through The Alaska Municipal Bond Bank.**

On April 26, the Assembly adopted Ordinance 2021-15 which authorized the refinancing of several bond issues through Alaska Municipal Bond Bank Authority. This resolution delegates to the Manager the authority to approve final interest rates for the refinancing of the General Obligation Bond. Savings from the refinancing over the remaining life of the bond are expected to be approximately $140,659.

The City Manager recommends the Assembly adopt this resolution.

g. **Resolution 2954 A Resolution Reducing the 2021 Certificate of Public Convenience and Necessity Fee for Commercial Passenger Vehicles.**

Every year, commercial passenger vehicle businesses in the CBJ are required to obtain a certificate of public convenience and necessity to operate. The certificate fee for Class A and Class B businesses is $1,500 and for Class C businesses is $750. Many commercial passenger vehicle businesses derive the bulk of their customers from cruise ship passengers, but cruise ships are not anticipated to arrive until later this summer, if at all. This resolution would reduce the certificate fee by 66% to account for the anticipated reduction in cruise ship passengers for 2021.

The City Manager recommends the Assembly adopt this resolution.

3. Bid Award

a. **Bid Award - BE21-219 Crest Street Reconstruction**

Bids were opened on this project on May 18, 2021. The bid protest period expired at 4:30 p.m. on May 19, 2021. Results of the bid opening are as follows:

RESPONSIVE BIDDERS	TOTAL BID
North40 Construction Corporation	$1,963,613
Admiralty Construction, Inc.	$2,043,243
Coogan Construction	$2,336,769
Architect's/Engineer's Estimate	$2,001,166

The City Manager recommends award of this project to North40 Construction Corporation for the total amount bid of $1,963,613.

b. **Bid Award - BE21-150 Tongass Boulevard Reconstruction**

Bids were opened on this project on May 11, 2021. The bid protest period expired at 4:30 p.m. on May 12, 2021. Results of the bid opening are as follows:

RESPONSIVE BIDDERS	TOTAL BID
Henricksen Constructors, Inc.	$1,812,730
North40 Construction Corp.	$2,059,480
Admiralty Construction, Inc.	$2,139,335
Architect's/Engineer's Estimate	$1,778,812

The City Manager recommends award of this project to Henricksen Constructors, Inc., for the total amount bid of $1,812,730.

4. Liquor License

a. **Liquor License Renewals**

These liquor license actions are before the Assembly to either protest or waive its right to protest the license action.

Liquor License Renewal
License Type: Beverage Dispensary, License #76
Licensee: The Narrows Bar LLC, d/b/a The Narrows Bar LLC
Location: 148 S. Franklin St., Juneau

License Type: Package Store, License #176
Licensee: Breeze-In Corporation d/b/a Breeze-In Liquor
Location: 2200 Trout St., Juneau

License Type: Beverage Dispensary, License #447
Licensee: David McGivney d/b/a No DBA
Location: None, Juneau

License Type: Restaurant/Eating Place, License #2175
Licensee: Midnight Ninja Ventures Inc. d/b/a Lupo
Location: 120 2nd Street Suite B, Juneau

License Type: Beverage Dispensary, License #2533
Licensee: The Viking Lounge LLC, The Viking Lounge
Location: 216 Front St., Juneau

License Type: Beverage Dispensary, License #2766
Licensee: Alaska Red Dog Saloon LLC d/b/a Red Dog Saloon
Location: 278 S. Franklin St., Juneau

License Type: Recreational Site-Grandfathered, License #5095
Licensee: PINZ LLC d/b/a PINZ
Location: 608 W Willoughby Ave., Juneau

License Type: Club, License #5414
Licensee: BPO Elks Lodge #420 d/b/a Juneau Elks Club No. 420
Location: 9321 Glacier Hwy., Juneau

License Type: Distillery, License #5506
Licensee: Amalga Distillery LLC d/b/a Amalga Distillery
Location: 134 N Franklin St., Juneau

Staff from the Police, Finance, Fire, Public Works (Utilities), and Community Development departments have reviewed the above licenses

and recommend the Assembly waive its right to protest the applications. Copies of the documents associated with these licenses are available in hardcopy upon request to the Clerk's office.
The City Manager recommends the Assembly waive its right to protest the above-listed liquor license renewals.

5. Transfers

a. **Transfer Request T-1037 A Transfer of $108,000 from CIP A50-102 Terminal Construction to CIP A50-092 Float Pond Improvements.**

This transfer of $108,000 from the Terminal Construction CIP consists of Airport fund balance from the Revolving CIP Fund which will be transferred to the Float Pond Improvements CIP to supplement the available $34,000 for design of Phase 2 construction.

The proposed design contract consists of survey and design work for the float pond road and shore protection, as well as additive alternates for design engineering to pave the access road and west finger road, for a total design services cost of $142,000.

Funds were previously transferred from the Revolving CIP Fund to the Airport Terminal Reconstruction project, but are no longer needed for that project. These funds are available for use until anticipated federal grants are awarded.

The Airport Board approved this request at its May 13, 2021 meeting.

The City Manager recommends approval of this transfer.

VIIIPUBLIC HEARING

A. **Ordinance 2021-03 An Ordinance Regulating Fireworks and Providing for a Penalty.**

This ordinance would create a comprehensive set of regulations to govern the use, sale, and possession of fireworks. Fireworks would be classified as concussive, holiday, and allowable. Notably, concussive fireworks, like mortars, would be prohibited inside the fire service area.

The Assembly Committee of the Whole discussed fireworks multiple times including: February 1, 2021; March 15, 2021; April 12, 2021; and May 10, 2021.

As this is a policy matter, the City Manager has no recommendation on this ordinance.

B. **Ordinance 2021-18 An Ordinance Regarding Taxing the Sale of Fireworks.**

This ordinance would clarify the sale of fireworks is not exempt from sales tax.

The Assembly Committee of the Whole discussed this ordinance at its meeting on May 10, 2021.

The City Manager has no recommendation for this ordinance.

C. **Ordinance 2020-09(AW) An Ordinance Appropriating $109,500 to the Manager as Funding for Security Camera Equipment for Capital Transit; Grant Funding Provided by the Alaska Department of Transportation and Public Facilities, with Local Match Funding Provided by the Equipment Replacement Reserve Fund's Fund Balance.**

This ordinance would appropriate $109,500 for the purchase of security camera equipment for Capital Transit. Grant funding in the amount of $87,600 is comprised of Federal Transit Administration funds passed through the Alaska Department of Transportation and Public Facilities. The local match requirement of $21,900 is provided by the Equipment Replacement Reserve Fund's fund balance. This funding will replace older cameras on transit buses with high-definition security camera equipment with wireless download capabilities that will result in operational efficiencies due to the staff time necessary to retrieve videos from the current system. Additionally, this funding will be used to purchase cameras for the Downtown Transit Center.

The Public Works and Facilities Committee reviewed this request at its January 11, 2021 meeting.

The City Manager recommends the Assembly adopt this ordinance.

IX. UNFINISHED BUSINESS

A. **Ordinance 2021-09 An Ordinance Appropriating Funds from the Treasury for FY22 School District Operations.**

This ordinance will appropriate to the School District an FY22 operating budget of $92,396,600. This is an overall increase in the budget of $838,500 from the FY21 Amended Budget. The FY22 school budget is supported with a combination of funding sources including CBJ local funding of $29,336,100 and state and federal funding of $55,506,800. The local funding consists of $27,264,600 for general operations and $2,071,500 for programs and activities not subject to the state funding cap.

State statute requires the Assembly to determine the total amount of local educational funding support to be provided and provide notification of the support to the School Board within 30 days of the School District's budget submission. The district's budget was submitted April 1, 2021. During the April 21, 2021 Special Assembly meeting, the Assembly approved the local funding portion of $27,264,600 for school district general operations. During the May 12, 2021 Assembly Finance Committee meeting, the Assembly approved $2,071,500 for

programs and activities not subject to the state funding cap.

By Charter, the Assembly is required to appropriate the School District's budget no later than May 31, 2021.

The City Manager recommends the Assembly adopt this ordinance.

X. NEW BUSINESS

A. **Ratifying the CBJ COVID-19 Mitigation Strategies of Emergency Ordinance 2021-11.**

Please see the attached memorandum from Municipal Attorney Palmer describing the two prominent options to ratify the recent CDC changes into the CBJ Mitigation Strategies.

The City Manager recommends the Assembly either introduce Ordinance 2021-22 or adopt Resolution 2953.

B. **(Introduction) Ordinance 2021-22 An Ordinance Reestablishing the City and Borough of Juneau COVID-19 Mitigation Strategies and Providing for a Penalty.**

On April 26, 2021, the Assembly enacted Emergency Ordinance 2021-11(am), which reestablished the COVID-19 Mitigation Strategies and provided for a penalty. That ordinance is set to expire on July 31, 2021, and requires the Manager to keep it consistent with Centers for Disease Control and Prevention (CDC) guidance and "present the revisions to Exhibit A at regular or special Assembly meetings for ratification." The CDC has revised its guidance for fully vaccinated people. Consistent with Emergency Ordinance 2021-11, the Manager has updated Exhibit A and it is ready for Assembly ratification.

Ordinance 2021-22 would ratify the CDC changes to Exhibit A and continue to keep the COVID-19 Mitigation Measures in Exhibit A as requirements. If the Assembly introduces this ordinance on May 24, it could be set for public hearing on June 14, and it could be effective on July 15. The Assembly has discretion to extend the expiration date beyond July 31. Between now and the effective date, the Manager's changes to Exhibit A would still be in effect, which would allow fully vaccinated people to forgo masking in most places while still requiring unvaccinated people to wear a mask in most indoor public settings.

The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.

C. **(Public Hearing) Resolution 2953 A Resolution Repealing Emergency Ordinance 2021-11 and Re-establishing the COVID-19 Risk Mitigation Strategies as Recommendations**

On April 26, 2021, the Assembly enacted Emergency Ordinance 2021-11(am),

which reestablished the COVID-19 Mitigation Strategies and provided for a penalty. That ordinance is set to expire on July 31, 2021, and requires the Manager to keep it consistent with Centers for Disease Control and Prevention (CDC) guidance and "present the revisions to Exhibit A at regular or special Assembly meetings for ratification." The CDC has revised its guidance for fully vaccinated people. Consistent with Emergency Ordinance 2021-11, the Manager has updated Exhibit A and it is ready for Assembly ratification.

Resolution 2953 would terminate Emergency Ordinance 2021-11(am), ratify the CDC changes to Exhibit A, and change the provisions of Exhibit A to recommendations. However, due to federal law, even if Resolution 2953 was adopted on May 24, vaccinated and unvaccinated people would still be required to wear a mask on public transportation, on airplanes, in the Juneau Airport, and in any building or facility that requires masking.

The City Manager recommends the Assembly introduce Ordinance 2021-22 and table Resolution 2953.

D. **Supplemental Agreement Bartlett Regional Hospital Crisis Stabilization CIP**

Bartlett Hospital wishes to add a third floor to the Behavioral Health Facility Project. The project bid was awarded in March for approximately $8.5M for the demolition of an old building and the construction of a new two-story facility.

The addition of a third floor would require a Supplemental Agreement as governed by CBJ's purchasing code and the dollar amount of the approval requires Assembly approval, provided that the Manager provides a best interest finding. That finding is in the Assembly packet.

The City Manager recommends that the Assembly accept the best interest finding and authorize the execution of Supplemental Agreements to the Behavioral Health facility construction contract with Dawson Construction Company to facilitate the addition of a third floor to the new facility.

The City Manager recommends the Assembly approve the supplemental agreement request as presented by the Manager.

E. **Regulation 05 CBJAC 15 Dockage Rate Change**

This regulation would increase the charge assessed to vessels for berthing at the Intermediate Vessel Float, Steamship Wharf, Cruise Ship Terminal, Port Field Office Float, Inside of the Cruise Ship Terminal, and vessels making reservations at the Statter Harbor breakwater.

The proposed changes would double the fees currently assessed vessels at these locations based on a tiered linear feet basis. This fee does not affect moorage at the small boat harbors.

The Docks and Harbor Board recommended these fees be increased at a special Board meeting held on May 19. The Board received public comment through verbal testimony before deliberating on the recommended fee increase. This regulation was last changed in 2004.

The Assembly's review is guided by CBJC 01.60.260. Notably, the Assembly cannot amend the regulations tonight. However, the Assembly may do one of the following:

1. Not take up consideration of the regulations by moving the regulations with orders of the day, which means the regulations are approved;
2. Discuss the regulations and move to adopt the regulations;
3. Discuss the regulations and direct the Manager to consider reasons to review the regulations again; or
4. Direct the Attorney to prepare an ordinance or resolution for consideration of the substance of the regulations.

The City Manager recommends the Assembly choose #3 and direct the Manager to consider reasons to review the regulations again.

F. **Department of Transportation and Public Facilities (DOTPF) application to acquire 380 square feet of City property for the Douglas Highway Reconstruction project**

The Department of Transportation and Public Facilities (DOT&PF) has submitted an application to acquire 380 square feet of City property for the Douglas Highway reconstruction project. The requested square footage is located at 750 St. Ann's Avenue at the Mayflower Building. The area being requested is located outside of the Montessori School fence and is adjacent to the existing ROW. This request is part of a package of requests that include easements and temporary construction easements on City property along Douglas Highway. The Lands, Housing and Economic Development Committee provided a motion of support for this disposal at its April 12 meeting.

The City Manager requests a motion of support to work with the DOT&PF towards the disposal of City property through a negotiated sale.

G. **Hardship and Senior Citizen/Disabled Veteran/Non-Profit Late-Filed Real Property Tax Exemption Applications**

There are 21 property owners that are requesting that the Assembly authorize the Assessor to consider a late-filed exemption request for their property assessment. The action required by the Assembly is to determine whether or not the late-filed exemption requests will be heard. Evidence on the assessment itself or the merit of the request is not relevant. The Assembly should consider each request separately and determine whether or not the property owner was unable to comply

with the 30-day filing requirement.

The burden of proof is upon the property owner to show the inability to file a timely exemption request. In this context, the word "unable" does not include situations in which a property owner forgot about, or overlooked, the assessment notice, was out of town during the period for filing an exemption, or similar situations. Rather, it covers situations that are beyond the property owner's control and would prevent a property owner from recognizing what is at stake and dealing with it. Examples of this would include physical or mental disability serious enough to prevent a person from dealing rationally with their private affairs. Disagreeing with the amount of the assessment does not constitute inability to submit a timely exemption request, nor does a notice of assessment being sent to a wrong address. The property owner is responsible for keeping a current, correct address on file with the assessor's office.

If the Assembly decides to accept one or more late-filed exemption requests, those applications will be referred to the Assessor for review and action.

The City Manager recommends the Assembly act on each of these applications individually.

H. **Resolution 2955 A Resolution Authorizing the Manager to Enter into Port Agreements with Cruise Line Corporations for the Purpose of Satisfying Requirements of the Centers of Disease Control and Prevention to Allow Cruise Ships to Visit the Port of Juneau in Calendar Year 2021.**

Over the last few months, the Centers for Disease Control and Prevention (CDC) has issued orders and technical guidance for cruise ships to resume carrying passengers. One of the CDC requirements is for each port to sign a Port Agreement outlining important health and safety terms. The various ports in Southeast Alaska are working together with the Alaska Department of Health and Social Services to develop a common Port Agreement. This resolution would authorize the Manager to only sign a Port Agreement if (1) the cruise lines provide the ship schedules in advance and (2) the cruise lines agree to the requirements of the CDC for a vaccinated cruise (currently at least 95% of the passengers and crew vaccinated). The Assembly and CBJ Emergency Operations Center can add other conditions to protect the public health.

The City Manager recommends the Assembly adopt this resolution.

XI. STAFF REPORTS

XII. ASSEMBLY REPORTS

A. Mayor's Report

B. Committee Reports, Liaison Reports, Assembly Comments and Questions

C. Presiding Officer Reports

XIII. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

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

United States Coast Guard
Certificate of Merit
to
CITY and BOROUGH of JUNEAU
DOCKS and HARBORS

For acts as set forth in the following

CITATION:

You are commended for your outstanding performance of duties while overseeing and aiding the responses to multiple marine environmental threats from January 2020 through October 2020. Most notably, your response to and subsequent stewardship of the derelict Towing Vessel LUMBERMAN, a local nuisance vessel since 2017, was exceptional. When the vessel became adrift in the Gastineau channel in January 2020, you volunteered your Cruise Ship dock to safely moor the vessel, preventing any marine pollution or property damage from a potential collision with waterfront facilities and infrastructure. This past summer alone, you devoted substantial resources to clean the vessel of all hazardous and petroleum waste, meeting stringent Environmental Protection Agency specifications and successfully obtaining a permit for its disposal at sea. Accommodating the vessel at a valuable cruise ship berth, you sacrificed potential moorage income; combined with the significant expense of cleanup operations, you absorbed a total cost of approximately $174K. You further demonstrated your dedication to preserving the local marine environment by your thorough response efforts to the sinking of two recreational vessels, the ATHENA ROSE and ILLIASKA, due to the overload of ice and snow after an early winter storm. Your swift action and coordination between Coast Guard personnel, the vessel owners, and contractors prevented the impact of 250 gallons of diesel fuel from entering Gastineau Channel and quickly resolved both incidents. Your invaluable contributions to the Coast Guard's readiness mission, spirit of partnership, and dedication to public service are most heartily commended and are in keeping with the highest traditions of the United States Coast Guard. Thank you for a job well done!

THE CITY AND BOROUGH OF JUNEAU, ALASKA
REGULAR ASSEMBLY MEETING
DRAFT Meeting Minutes – March 22, 2021

MEETING NO. 2021-07: The Regular Assembly Meeting of the City and Borough of Juneau Assembly held via Zoom webinar was called to order by Mayor Beth Weldon at 7:00p.m.

I. FLAG SALUTE

II. LAND ACKNOWLEDGEMENT

Ms. Hughes-Skandijs acknowledge that tonight's meeting was being held on Tlingit land. She also honored the Indigenous Peoples of this land, the Aak'w Kwaan and T'aaku Kwaan, for their stewardship of this land from time immemorial. Ms. Hughes-Skandijs said that she and her fellow Assemblymembers are grateful to be a part of this community, and to honor the culture, traditions, and resilience of the Tlingit people.

III. ROLL CALL

Assemblymembers Present: Maria Gladziszewski, Loren Jones, Wade Bryson, Carole Triem, Michelle Hale, Alicia Hughes-Skandijs, Greg Smith, Christine Woll, and Mayor Weldon.

Assemblymembers Absent: None.

Staff Present: City Manager Rorie Watt, Deputy City Manager Mila Cosgrove, City Attorney Robert Palmer, Assistant Municipal Attorney Sherri Layne, Municipal Clerk Beth McEwen, Deputy Clerk Diane Cathcart, Assembly Finance Director Jeff Rogers, EOC PSC/Library Director Robert Barr

IV. SPECIAL ORDER OF BUSINESS

A. COVID-19 Vaccine Community Forum

Ms. Cosgrove shared that CBJ will be hosting a community forum on COVID-19 vaccines on Wednesday, March 24 at 6:00p.m. The forum will be a panel-led discussion featuring State of Alaska's Chief Medical Officer Dr. Anne Zink, Family Practice Physician Dr. Bob Urata, Pharmacist Scott Watts, Division of Public Health Nurse Manager Alison Gottschlich, and Bartlett Regional Hospital Infection Preventionist Charlee Gribbon. Ms. Cosgrove described the forum as a chance to receive more information about the vaccine, and to get any questions answered. She advised those who wished to ask questions to submit them to covidquestions@juneau.org, or to send them through the virtual Q&A. The forum will be held via Zoom webinar and livestreamed on Facebook.
Ms. Cosgrove also provided instructions on how to book and schedule a vaccine appointment.

B. Instruction for Public Participation

Municipal Clerk McEwen provided the public with instructions on how to participate in tonight's meeting virtually.

V. APPROVAL OF MINUTES

A. July 1, 2020 Special Assembly Meeting 2020-35 Draft Minutes
B. January 4, 2021 Regular Assembly Meeting 2021-01 Draft Minutes
C. January 25, 2021 Regular Assembly Meeting Draft Minutes

MOTION by Ms. Hale for the Assembly to approve of the aforementioned Minutes with minor corrections. *Hearing no objections, the minutes were approved by unanimous consent.*

VI. MANAGER'S REQUEST FOR AGENDA CHANGES

No agenda changes.

VII. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None.

VIII. CONSENT AGENDA

A. Public Requests for Consent Agenda Changes, Other Than Ordinances for Introduction

None.

B. Assembly Requests for Consent Agenda Changes

None.

C. Assembly Action

MOTION by Mr. Jones for the Assembly to approve of the Consent Agenda as presented.

Objection by Ms. Gladziszewski for purposes of a comment. Ms. Gladziszewski noted that the LEAD certification for the Bartlett Regional Hospital Bid award had been removed. She said that the project still intends to work towards that, and the Juneau Commission on Sustainability will continue to work on those sustainability features. Ms. Gladziszewski removed her objection.

Hearing no objections, the Consent Agenda was approved by unanimous consent.

1. Ordinances for Introduction

a. Ordinance 2021-12 An Ordinance Amending the Uniform Alaska Remote Seller Sales Tax Code.

The Alaska Remote Seller Sales Tax Commission adopted revisions to the Uniform Remote Seller Sales Tax Code at its February 24, 2021 meeting. In accordance with the intergovernmental agreement that established the Commission, all member municipalities must adopt the revised Uniform Code within 120 days to remain a member in good standing. This ordinance implements a number of clerical and technical clarifications to the Uniform Code, and it also clarifies that all services are subject to sales tax at their destination jurisdiction. This change to the Uniform Code will induce a corresponding adjustment to Juneau's local sales tax code in a separate forthcoming ordinance.

The Assembly Finance Committee reviewed this request at the February 23, 2021 meeting.

The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.

b. Ordinance 2020-09(AR) An Ordinance Appropriating $17,000 to the Manager as Funding for a COVID-19 Economic Impacts and Recovery Plan; Funding Provided by the General Fund's Fund Balance.

This ordinance would appropriate $17,000 for a COVID-19 Economic Impacts and Recovery Plan, as proposed by McKinley Research Group, LLC. This plan would provide an overview of economic impacts in Juneau as a result of the pandemic, outlook for economic recovery by sector, and recommendations for pandemic-related economic recovery initiatives.

Funding for this request would be provided by the General Fund's fund balance.

The Assembly Finance Committee reviewed this request at the March 3, 2021 meeting.

The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.

c. Ordinance 2020-09(AS) An Ordinance Appropriating $203,028 to the Manager as Funding for the Taxiway A&E Rehabilitation Capital Improvement Project; Funding Provided by Airport CARES Act Funding.

This ordinance would appropriate $203,028 to the Taxiway A&E Rehabilitation CIP (A50-098). This funding will be used for airfield lighting regulator upgrades. These upgrades are considered maintenance- related and are therefore eligible under the Airport's CARES Act grant.

The Airport Board approved this request at the March 17, 2021 special meeting.

The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.

d. Ordinance 2020-09(AT) An Ordinance Appropriating $21,624,000 to the Manager as Funding for the Planning, Design, and Construction of Bond- Funded Capital Improvement Projects; Funding Provided by General Obligation Bond Proceeds.

This ordinance would appropriate $21,624,000 for the planning, design, and construction of bond-funded capital improvement projects.

This appropriation of project funding is consistent with the intent of the $15 million general obligation bond package approved by voters in the October 6, 2020 municipal election and the $7 million general obligation bond package approved by voters in the October 1, 2019 municipal election.

Funding for this request would be provided by General Obligation Bond Proceeds.
The Public Works & Facilities Committee reviewed this request at its November 9, 2020 meeting. The Assembly Finance Committee reviewed this request at its December 9, 2020 meeting.

The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.

2. Resolutions

a. Resolution 2944 A Resolution Reestablishing the Juneau Commission on Aging and Repealing Resolution 2802.

This resolution would eliminate the sunset provisions in the Juneau Commission on Aging. The Human Resources Committee reviewed this matter on March 1, 2021.

The City Manager recommends the Assembly adopt this resolution.

3. Bid Award

a. Bartlett Regional Hospital Behavioral Health Facility BE21-149

This project includes demolition of the existing facility and construction of a new 14,500 gross square foot facility comprised of outpatient offices, inpatient residential care suites, general storage, and underground parking.

Bids were opened on this project on March 16, 2021. The bid protest period expired at 4:30 p.m. on March 18, 2021. Results of the bid opening are as follows:

	Dawson Construction	**Architect/Engineer Estimate**
Basic Bid Schedule A	$8,959,200	$7,737,163
Basic Bid Schedule B	No Bid	$7,737,163
Deductive Alternate No. 1 UV Air Purification	<$25,000> Not Accepted	<$748,842>
Deductive Alternate No. 2 Relights Interior Offices	<$9,000> Not Accepted	<$9,141>
Deductive Alternate No. 3 2nd Floor Patient Area Benches/Planters	<$7,500> Not Accepted	<$10,019>
Deductive Alternate No. 4 2nd Floor Patient Area Casework	<$20,000> Not Accepted	<$43,057>
Deductive Alternate No. 5 2nd Floor Skylights	<$18,000> Not Accepted	<$13,134>
Deductive Alternate No. 6 Enhanced Finishes Grp. 1	<$42,000> Not Accepted	<$5,722>
Deductive Alternate No. 7 Enhanced Finishes Grp. 2	<$28,000> Not Accepted	<$69,595>

Deductive Alternate No. 8 Marine Coating and Warranty	<$5,000> Not Accepted	<$3,303>
Deductive Alternate No. 9 USGBC Marine Coating and Warranty	<$500,000> Accepted	<$400,000>
TOTALS:	**$8,454,200**	**$7,104,350**

The City Manager recommends award of this project, Base Bid A and Deductive Alternate 9 for the total amount bid of $8,454,200.

4. Other Items for Consent

a. CSP 2020-0011 Calhoun Reconstruction

The Planning Commission recommended APPROVAL of CSP2020 0011 Calhoun Avenue project at its March 9, 2021 regular meeting.

This project replaces the failing water system. The project replaces aged combined sewer with separated sanitary and storm sewer systems in accordance with Alaska Department of Environmental Conservation and U.S. Environmental Protection Agency standards. CBJ Engineering & Public Works (EPW) worked with interested neighbors on a matrix of roadway enhancements, evaluating which warranted inclusion on this project. Proposed roadway reconstruction includes improved pedestrian accommodations with sidewalk as wide as possible given the limited historical right-of-way (ROW) and minimum vehicle lane widths (ROW platted 1914). Colored crosswalks, similar to those on Twelfth Street, are recommended. The intersection at West Eighth and Calhoun Avenue will be modified to improve sight distance. Signage will be added to reduce speed to 15 miles an hour and remind users to share the road.

The Commission recommends the Assembly direct staff to work with neighbors on a means for undergrounding utilities. The Commission supports acquisition of private property to expand the ROW and increase sidewalk width to a minimum of 5 feet throughout the corridor, recognizing that if negotiations are not successful the sidewalks would be narrowest in the pinch point near West Eighth Street but still ADA compliant.

The City Manager recommends that implementation of the project details be referred to the PWFC.

VIII. PUBLIC HEARING

A. **Ordinance 2020-10(B) An Ordinance Appropriating $302,929 from the Treasury for FY21 School District Operations.**

The Juneau School District's (JSD) projected student enrollment has decreased by 570 students in FY21. This decrease in enrollment has triggered the Hold Harmless provision of the Alaska Department of Education and Early Development's Foundation Formula. As a result, JSD anticipates an additional $245,620 in foundation funding and a slight increase to Quality Schools Grant program funding of $663, for total additional state support of $246,283. As a result of this

increase in funding, CBJ may choose to provide an additional $56,646 from the General Fund's fund balance for general school operations.

This request was reviewed by the JSD Board on January 12, 2021. This request was reviewed by the Assembly Finance Committee at the March 3, 2021 meeting.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment:
None.

Assembly Action:
MOTION by Ms. Woll for the Assembly to adopt Ordinance 2020-10(B) and asked for unanimous consent. *Hearing no objections, Ordinance 2020-10(B) was adopted by unanimous consent.*

B. Ordinance 2020-09(AM) An Ordinance Appropriating $2,500,000 to the Manager as Funding for the Purchase of a Building at 3225 Hospital Drive; Funding Provided by Bartlett Regional Hospital Fund's Fund Balance.

This ordinance would appropriate $2,500,000 for the purchase of a building at 3225 Hospital Drive. The Bartlett Surgical & Specialty Clinic occupies approximately half of the space in the building and pays $181,000 in rent annually. Bartlett Regional Hospital (BRH) has grown its operations over the years and available space for continued growth is short and at a premium. The purchase of the building would save BRH leasing costs with the opportunity for tenant rental income, with an estimated return on investment of ten years. The proposed building purchase price is below an appraised value of $3,100,000.

Funding for this request would be provided by Bartlett Regional Hospital Fund's fund balance.

This request was reviewed by the BRH Board on January 26 and February 23, 2021. This request was reviewed by the Lands, Housing, and Economic Development Committee at its February 1, 2021 meeting.
The City Manager recommends the Assembly adopt this ordinance.

Public Comment:
None.

Assembly Action:
MOTION by Mr. Smith for the Assembly to adopt Ordinance 2020-09(M) and asked for unanimous consent. *Hearing no objections, Ordinance 2020-09(M) was adopted by unanimous consent.*

C. Ordinance 2020-09(AO) An Ordinance Appropriating $2,399,725 to the Manager as Funding for the Valley Transit Center Capital Improvement Project; Grant Funding Provided by the Alaska Department of Transportation and Public Facilities.

This ordinance would appropriate $2,399,725 to the Valley Transit Center CIP. Grant funding is comprised of Federal Transit Administration funds passed through the Alaska Department of Transportation and Public Facilities. The local match requirement of $599,931 is being met by an in-kind match from the land purchase funded by previously appropriated capital improvement project funding from the Valley Transit Center CIP (D71-089).

The Public Works and Facilities Committee reviewed this request at the January 7, 2021 meeting.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment:
None.

Assembly Action:
Mayor Weldon recused herself from participating in this ordinance due to a conflict of interest, and passed her virtual gavel to Deputy Mayor Jones.

MOTION by Ms. Hughes-Skandijs for the Assembly to adopt Ordinance 2020-09(AO) and asked for unanimous consent. Hearing no objections, Ordinance 2020-09(AO) was adopted by unanimous consent.

Mayor Weldon rejoined the meeting and Deputy Mayor Jones returned the virtual gavel back to Mayor Weldon.

D. Ordinance 2020-09(AP) An Ordinance Appropriating $92,000 to the Manager as Funding for Snow Removal Equipment for Capital Transit; Grant Funding Provided by the Alaska Department of Transportation and Public Facilities, with Local Match Funding Provided by the Equipment Replacement Reserve Fund's Fund Balance.

This ordinance would appropriate $92,000 for the purchase of snow removal equipment for Capital Transit to maintain access to bus shelters. Grant funding in the amount of $73,600 is comprised of Federal Transit Administration funds passed through the Alaska Department of Transportation and Public Facilities. The local match requirement of $18,400 is provided by the Equipment Replacement Reserve Fund's fund balance. This funding will purchase two snow removal equipment trailers and replace a truck that has exceeded its useful life and is scheduled for replacement.

The Public Works and Facilities Committee reviewed this request at the January 7, 2021 meeting.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment:
None.

Assembly Action:
MOTION by Mr. Bryson for the Assembly to adopt Ordinance 2020-09(AP) and asked for unanimous consent. *Hearing no objections, Ordinance 2020-09(AP) was adopted by unanimous consent.*

E. Ordinance 2020-09(AQ) An Ordinance Transferring $1,275,193 from Various Capital Improvement Projects to CIP D14-051 Pederson Hill Land Survey & Plan, CIP R72-151 Robbie Rd., Ling Ct. & Laurie Ln., CIP R72-156 Harris St. Reconstruction, CIP R72-149 Meadow Lane Improvements, CIP R72-137 Gold Creek Flume Repairs, and CIP R72-154 4th St. Drainage/F-I & Side Streets.

This ordinance transferring $1,275,193 would accommodate current priority project needs of Streets and Lands and Resources. Nearly all of the proposed transfers are reallocating funds from completed projects to ongoing work in need of additional funding. Additional funding for construction will be prioritized and funded by the FY22 CIP request. This transfer consists of $1,105,634 sales tax and $169,559 Lands Fund funding.

The Public Works and Facilities Committee reviewed this request at the February 1, 2021 meeting.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment:
None.

Assembly Action:
MOTION by Ms. Hale for the Assembly to adopt Ordinance 2020-09(AQ) and asked for unanimous consent. *Hearing no objections, Ordinance 2020-09(AQ) was adopted by unanimous consent.*

IX. UNFINISHED BUSINESS
None.

X. NEW BUSINESS
None.

XI. STAFF REPORTS
None.

XII. ASSEMBLY REPORTS
A. Mayor's Report
Mayor Weldon shared that she received her first COVID-19 vaccine, and gave kudos to the vaccination team for hosting a smooth, well-run operation. She joked that her only complaint about the process was that she did not receive a lollipop after the vaccine.

Mayor Weldon attended the Bartlett Regional Hospital CEO Meet & Greet, and congratulated Rose Lawhorne for being hired as the new CEO for BRH. She looked forward to seeing Ms. Lawhorne as CEO.

Mayor Weldon said that she testified at the State Legislature a handful of times since the last Assembly meeting. She also spoke at the League of Women Voters Board Meeting this past Saturday, and thanked Ms. McEwen for providing her with information about the meeting. Mayor Weldon shared an idea that she discussed with Erin Walker-Tolles to the Assembly. This idea was to develop a position that would provide assistance for individuals who need help with filling out applications to receive federal and state funding programs.

Mayor Weldon said that she participated in a press conference with the Governor and CEO of Uncruise Adventures Dan Blanchard this morning to encourage independent travelers to visit Juneau.

She also acknowledged Mr. Jones' birthday, and wished him a happy birthday.

B. **Committee Reports, Liaison Reports, Assembly Comments and Questions**

Committee of the Whole Chair Jones shared that the COW last met on March 15 to discuss elections, the fireworks ordinance, and Bond Project prioritization. The next scheduled COW will be held on April 12 to talk about VITF information and to revisit the fireworks ordinance.

Assembly Finance Committee Chair Triem shared that the AFC last met on March 3 and discussed Juneau School District funding, which passed earlier in tonight's meeting. That meeting also featured an update of the Juneau Economic Plan. The next scheduled AFC meeting will be held on April 7, which will mark the beginning of the budget process.

Lands, Housing, and Economic Development Committee Chair Gladziszewski reported that the LHEDC last met on March 15 to review a report regarding housing and a task list update. They discussed the implementation of the Housing Action Plan over the past four years, and the remaining areas of that plan that need to be addressed. They were also updated on the current status of Title 49 projects. The next scheduled LHEDC meeting will be on April 12.

Public Works and Facilities Committee Chair Hale shared that PWFC last met on March 15 to officially introduce the Capital Improvement Project (CIP) list which will be brought to the Assembly via the Assembly Finance Committee. Ms. Hale appreciated the efforts of the Planning Commission to put together the CIP list, and was grateful for the memo provided by Public Works Director Katie Koester. They briefly discussed ways in which the CIP list could be introduced to Assemblymembers and Public Works staff in a more thorough manner.

Human Resources Committee Chair Bryson shared that the HRC met this evening just prior to tonight's Assembly meeting. The Parks & Recreation Advisory Committee presented their annual report which showed that the Parks & Rec Department remained $150,000 under budget for the past year. PRAC's report advised on the actions by various subcommittees, including that of an Off-Road Vehicle Subcommittee.

The Human Resources Committee submitted the following nominations for appointment by the Assembly:
Parks and Recreation Advisory Committee (PRAC): Appointments of Josh Anderson, Michaela Chappelle, and Emily Hanes for terms beginning immediately and ending February 28, 2024.
Juneau Human Rights Commission (JHRC): Mary Wagner to be appointed to a term beginning immediately and ending May 31, 2024. *Hearing no objections, the above appointments were approved by unanimous consent.*

Liaison Reports and Member Comments:

Ms. Woll shared that Travel Juneau hosted a Strategic Planning Retreat and held a regular meeting since the last Assembly meeting. At the retreat, Travel Juneau identified the four areas that they wanted to focus their marketing on: Juneau residents, in-state and regional visitors, those who live within driving distance of Seattle-Tacoma International Airport, and select metropolitan areas within the Lower 48. Travel Juneau is also gathering information related to local hotel bookings at this point in time for the summer season.

Ms. Woll also reported that the Downtown Business Association also had a Strategic Planning Retreat to focus on developing their FY22 Priorities to meet their long-term strategic goals. These priorities include strengthening their committees, attracting community members to visit Downtown Juneau, and collaborating with other organizations to ensure Downtown Juneau's business sustainability. These collaboration efforts include investing in Downtown housing developments and addressing homelessness within the unsheltered population.

Ms. Woll noted that the Juneau Commission on Aging has not met since the last Assembly meeting. She reported that the Systemic Racism Review Committee will have their first ever meeting on April 1.

Ms. Woll shared that she received her first vaccine and was very excited about it.

Mr. Smith reported that the Local Emergency Planning Committee met with the Juneau School District to discuss COVID-19 precautions. They also talked about ways to address vaccine hesitancy in which one member stated that it is important to remind people that vaccines are not just about protecting themselves, but also about protecting those to depend on them as well.

He reported that the Chamber Board of Directors met recently, it was mentioned at the meeting that Juneau may potentially host a future Iron Man competition, which would draw in nearly 1,800 participants and supporters. They also discussed the possibility of a summer without cruise ships, and a board members spoke to the need for community members to support local businesses during this difficult time.

Mr. Smith shared that the Airport Board met on March 11 where the Airport Manager announced that Juneau International Airport will be receiving $3.4 Million in grant funding from the recently passed CRRSAA Act. They also discussed issues with airport lighting, hangar flooding, and the recent eagle rescue.

Mr. Smith thanked Mayor Weldon for testifying at the Senate Finance Committee meeting to bring up Juneau-related issues to the legislators.

Mr. Smith shared that he also received his first vaccine, and thanked SEARHC for helping the community receive their first allocation. He also thanked Eaglecrest staff for their hard work and professionalism, and said that he enjoyed seeing families experience Eaglecrest. He wished his Assemblymembers a happy spring and looked forward to longer, brighter days.

Ms. Hughes-Skandijs shared that the UAS Campus Council had not met since the last Assembly meeting. The Juneau Commission on Sustainability held a work session and discussed the revitalization of Sustainability Sessions as a virtual event. The first Sustainability Session will be held on March 25 at 12:00p.m to discuss Juneau's air quality.

She reported that the Docks & Harbors Board will meet on March 25 to address an agenda item which proposes doubling the live-aboard fees. The D&H Board also intends to discuss giving fiscal relief to those who lease from Docks & Harbors.

Ms. Hughes-Skandijs also received her first vaccine and was impressed with Ms. Cosgrove and Mr. Barr's efforts in vaccine rollout.

Mr. Bryson shared that the Parks and Recreation Advisory Committee met on March 2 to talk about Fish Creek improvement and off-road vehicles.

He reported that the Eaglecrest Board met on March 4 and reported having one of the most successful years in recent memory. There was a 72-mile per hour wind which broke a chairlift which was repaired within a matter of days, this led them to develop daily protocol to ensure that never happens again. Mr. Bryson anticipated for Eaglecrest to ask CBJ for a parking lot expansion to accommodate for the large amount of visitors over the summer season, as the parking lot could not handle the amount of visitors last summer.

Mr. Bryson hosted Board and Chair Trainings as the Human Resources Committee Chair on March 18 and March 20. He thanked City Attorney Mr. Palmer and City Assistant Attorney Sherri Layne, as well as Clerk McEwen and Deputy Clerk Cathcart for hosting and helping with the training sessions.

Mr. Bryson shared that he also received his first vaccine, and looked forward to receiving his next one.

Ms. Hale reported that the Alaska Municipal League Board met on March 10 to discuss their positions on the State Budget and State Priority lists. They are considering a public education campaign to inform the public about the revenue process.

She noted that Bartlett Regional Hospital held a Planning Committee session on March 12 to talk about surge protection plans in light of the recent electrical surges that have damaged a lot of equipment.

The Juneau Coalition on Housing and Homelessness met on March 18 and addressed the need for low-income housing to prevent family homelessness. They reported that studio and one-bedroom apartments have been a desperate need in Juneau for over a decade, yet there are not many of these units available in Juneau. About 70% of the homeless population have received the first dose of the vaccine, and 37% of this population have received both doses as of March 18.

Ms. Gladziszewski shared that the Sister Cities Committee met and are currently advertising their open seats, and suggested inviting sister cities of Juneau to the upcoming virtual Folk Festival.

She reported that the Juneau School Board met on March 9 and on March 18 during which, they acknowledged National Merit Scholar Award finalist Claire Scott and Presidential Award Finalist Ellie Knapp. The Board nominated Dr. Weiss for a National Woman of Distinction Award. Dr. Weiss talked about the amount of in-person instruction days for each school level, and the interview process for the Harborview Elementary School and Auke Bay Elementary School principal positions. William Sarandria was hired as the new Auke Bay principal, and Kelly Harvey was hired as the new Harborview principal.

Ms. Gladziszewski noted that the School Board decided to ask for additional funding from CBJ for the Superintendent's budget, which includes increased pupil transportation from $50,000 to $250,000, restore full funding to high school and middle school activities, increased support for RALLY services, and add fifty students to the projected student count.

Ms. Gladziszewski shared that she received her second vaccine, and she worked at the last three vaccine clinics. She said that the workers are incredible and described the operation as smooth and satisfactory. She also congratulated the new BRH CEO.

Ms. Triem said that the Aquatics board has not met since the last Assembly meeting, the next scheduled meeting will be on March 30 at 5:00p.m.

She shared that she also received her first vaccine, and jokingly noted that the clinic handed out stickers instead of lollipops.

Ms. Triem spoke out against the recent and increasing violence and discrimination being directed towards Asian Americans and Pacific Islanders in this country. She shared that she will be doing her part as an individual and as an Assemblymember to listen and learn about how she can help stop AAPI hate.

Mayor Weldon thanked Ms. Triem for her acknowledgement, and spoke for the Assembly that they will do the best they can to keep AAPI hate out of Juneau.

Mr. Jones reported that the Planning Commission met on March 9 and discussed the Calhoun Avenue Reconstruction project and the Sealaska Heritage issues. The next scheduled meeting will be March 23, and the Title 49 Subcommittee with meet April 1 to address parking issues.

Mr. Jones also attended the JEDC Visitors Product Cluster meeting on March 16, the next scheduled meeting for which will be held on April 13.

Mr. Jones mentioned that City Manager Rorie Watt will be the Chamber Speaker at the Chamber Lunch on March 25.

C. **Presiding Officer Reports**

1. Status of Appeal 2020-02 Sealaska Heritage Institute vs. Planning Commission

On May 13, 2020, the CBJ Planning Commission granted a conditional use permit to the Sealaska Heritage Institute (SHI) for an arts campus building and plaza. SHI appealed. The Assembly stayed the appeal as the parties sought a settlement. At its regular meeting on March 9, 2021, the Planning Commission approved a modification to the conditional use permit. Now, the parties have requested the Assembly dismiss this appeal.

The City Attorney recommends the Assembly grant the requested dismissal.

MOTION by Ms. Triem for the Assembly to grant the requested dismissal and asked for unanimous consent. *Hearing no objections, the dismissal was granted by unanimous consent.*

2. Status of Appeal 2020-03 Wille and Weldon v. Planning Commission and CCTHITA

This appeal relates to a Planning Commission decision granting a conditional use permit for transitional housing at 6205 Alaway Avenue (Lemon Creek/Midtown) for the Central Council of the Tlingit and Haida Indian Tribes of Alaska. The Hearing Officer held oral arguments on March 8. On March 17, the Hearing Officer issued an order for supplemental briefing to be completed by March 26.

No Assembly action is needed at this time.

XIII. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None.

XV. ADJOURNMENT

There being no further business to come before the Assembly, the Regular Assembly meeting was adjourned at 7:58p.m.

Minutes drafted by Administrative Assistant Lacey Davis and respectfully submitted for approval by Municipal Clerk Beth McEwen this 24th day of May, 2021.

Signed: _____ Signed: _____

Elizabeth J. McEwen, Municipal Clerk — Beth A. Weldon, Mayor

SPECIAL ASSEMBLY MEETING
CITY AND BOROUGH OF JUNEAU, ALASKA
DRAFT Meeting Minutes – April 21, 2021

Meeting No. 2021-10: The Special Assembly Meeting of the City and Borough of Juneau Assembly held via Zoom webinar was called to order by Mayor Beth Weldon at 5:30p.m.

I. CALL TO ORDER / ROLL CALL

Assemblymembers Present: Maria Gladziszewski, Loren Jones, Carole Triem, Greg Smith, Michelle Hale, Christine Woll, and Mayor Beth Weldon.

Assemblymembers Absent: Wade Bryson, Alicia Hughes-Skandijs

School Board members and JSD Staff: President Ebett Siddon, Paul Kelly, Martin Stepetin, Superintendent Dr. Bridgett Weiss, Cassee Olin, David Means

CBJ Staff Present: City Manager Rorie Watt, Deputy City Manager Mila Cosgrove, City Attorney Robert Palmer, Municipal Clerk Beth McEwen, Deputy Clerk Di Cathcart, EOC PSC/Library Director Robert Barr, Finance Director Jeff Rogers, Controller Sam Muse, Budget Analyst Adrien Speegle, Assessor Mary Hammond, Assistant City Attorney Sherri Layne, Parks and Recreation Director George Schaaf

II. APPROVAL OF AGENDA

Hearing no objections, the agenda was approved as presented.

III. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None.

IV. APPROVAL OF MINUTES

A. **April 7, 2021 Special Assembly Meeting 2021-09 Draft Minutes**

MOTION by Ms. Hale for the Assembly to approve of the April 7, 2021 Special Assembly Meeting Minutes, and asked for unanimous consent. *Hearing no objections, the April 7, 2021 Special Assembly Meeting Minutes were approved as presented.*

V. AGENDA TOPICS

A. Public Hearing: Ordinance 2021-08 An Ordinance Appropriating Funds from the Treasury for FY22 City and Borough Operations.

This ordinance appropriates $419,156,600 in expenditure authority for the City and Borough of Juneau's FY22 operating budget, excluding the School District. This ordinance appropriates all transfers between funds that support operations, debt service and capital projects as well as the associated expenditures within the funds themselves.

This ordinance also recognizes $393,024,400 of forecast revenue and transfers-in and decreases fund balances, across all funds, by $22,987,500. The forecast revenue and draw from fund balance are sufficient to fund the budgeted expenditures. Budgeted expenditures and revenues will be reviewed in detail with the Finance Committee during the budget process in April and May.

The Charter requires that a public hearing be held on the FY22 operating budget by May 1, 2021, and the ordinance be adopted by June 15, 2021.

The City Manager recommends holding the charter required public hearing for this ordinance, followed by referral back to the Assembly Finance Committee for further review.

Public Comment:
Don Habeger, a Valley resident, said he was representing First Things First Alaska Foundation (FTFAF) to provide comments about the budget. He referenced a survey conducted by FTFAF, the results of which highlighted concerns of population loss, a decline in wage growth, unemployment rates, and the failed Fishing and Tourism seasons in 2020.

Mr. Habeger shared that 69% of survey participants believe that Juneau is experiencing an economic crisis. 87% of survey participants agreed that the Assembly should focus on providing financial assistance towards community needs: education, public safety, streets, water, and transportation.

He thanked the Assembly for allowing the opportunity to testify.

Assembly Action:
MOTION by Ms. Gladziszewski for the Assembly to forward Ordinance 2021-08 to the Assembly Finance Committee (AFC) for further review, and asked for unanimous consent.
Hearing no objections, Ordinance 2021-08 was forwarded to the AFC by unanimous consent.

B. Public Hearing: Ordinance 2021-09 An Ordinance Appropriating Funds from the Treasury for FY22 School District Operations.

This ordinance will appropriate to the School District an FY22 operating budget of $92,396,600. This is an overall increase in the budget of $838,500 from the FY21 Amended Budget. The FY22 school budget is supported with a combination of funding sources including CBJ local funding of $29,336,100 and state and federal funding of $55,506,800. The local funding consists of $27,264,600 for general operations and $2,071,500 for programs and activities not subject to the state funding cap.

State statute requires the Assembly to determine the total amount of local educational funding support to be provided and provide notification of the support to the School Board within 30

days of the School District's budget submission. The district's budget was submitted April 1, 2021. To meet this timing provision, it is necessary for the Assembly to determine the amount of funding and provide notice in the month of April. This amount cannot subsequently be reduced, unless the amount exceeds the State funding cap, but it can be increased. If the Assembly does not set the amount and furnish the School Board with notice within 30 days, the amount requested by the School District is automatically approved. By Charter, the Assembly is required to appropriate the School District's budget no later than May 31, 2021.

The City Manager recommends holding the charter required public hearing for this ordinance, followed by a motion to set the amount of local funding to be provided to the school district, and then referral of the ordinance back to the Assembly Finance Committee for additional review.

Public Comment:
None.

Assembly Action:
MOTION by Mr. Jones to set the local contribution to the Juneau School District Operations at $27,264,600 for FY22 and asked for unanimous consent. *Hearing no objections, that motion passed by unanimous consent.*

MOTION by Mr. Jones to refer Ordinance 2021-09 to the Assembly Finance Committee for additional review, and asked for unanimous consent. *Hearing no objections, Ordinance 2021-09 was forwarded to the AFC by unanimous consent.*

C. Public Hearing: Ordinance 2021-10 An Ordinance Establishing the Rate of Levy for Property Taxes for Calendar Year 2021 Based Upon the Proposed Budget for Fiscal Year 2022.
This ordinance establishes the mill rates for property taxes for 2021, which funds a significant portion of the City and Borough of Juneau's FY22 operating budget. The Charter requires the Assembly to adopt, by ordinance, the tax levies necessary to fund the budget before June 15.

The mill levies presented in this ordinance support the Manager's FY22 Revised Budget as amended by the Assembly Finance Committee (AFC). As part of the budget review process, the AFC reviews, amends and recommends to the Assembly the final mill levies.
For FY22, the Manager has followed prior direction from the Assembly Finance Committee to implement a 0.20 increase in mill rate from the FY21 Adopted Budget, resulting in a total mill levy of 10.86 mills; the components of which are:

Operating Mill Rate by Service Area	Millage	Change from FY21 Adopted
Roaded Service Area	2.45	-
Fire Service Area	0.31	-
Areawide	6.90	0.20

Operating Total	**9.66**	**-**
Debt Service	**1.20**	-
Total	**10.86**	0.20

The City Manager recommends holding the charter required public hearing for this ordinance, followed by referral back to the Assembly Finance Committee for further review.

Public Comment:

Don Habeger, a Valley resident, said he was representing First Things First Alaska Foundation (FTFAF) as its Executive Director. He referenced the survey conducted by FTFAF that he mentioned in his previous testimony. One of the questions on the survey was "Should the Assembly keep taxes flat?" which resulted in 75% of respondents saying that taxes should remain flat. Mr. Habeger encouraged the Assembly to take the results of the survey into consideration.

Arthur Edwards, a Valley resident, mentioned that he has discussed this issue with a couple of Assemblymembers. He appreciated the forthright communication he had with Assemblymembers, but urged the Assembly to vote against this ordinance. He spoke against raising taxes to pay for a social program, and described it as Assemblymembers digging into the earned money of citizens.

Assembly Action:

MOTION by Ms. Triem for the Assembly to forward Ordinance 2021-10 to the Assembly Finance Committee for further review. *Hearing no objections, Ordinance 2021-10 was forwarded to the AFC by unanimous consent.*

D. Public Hearing: Resolution 2937 A Resolution Adopting the City and Borough Capital Improvement Program for Fiscal Years 2022 through 2027, and Establishing the Capital Improvement Project Priorities for Fiscal Year 2022.

This resolution would adopt the Capital Improvement Program (CIP) for Fiscal Years 2022 through 2027, as required by Charter Section 9.4, and lists the capital projects that will be initially appropriated by ordinance in FY22.

The Planning Commission reviewed the preliminary CIP at its February 23, 2021 meeting. The Public Works and Facilities Committee (PWFC) reviewed the preliminary CIP at its March 15, 2021 meeting and forwarded the plan to the Assembly.

The City Manager recommends holding the charter required public hearing for this resolution, followed by referral back to the Assembly Finance Committee for further review.

Public Comment:
None.

Assembly Action:
MOTION by Ms. Hale for the Assembly to refer Resolution 2937 to the Assembly Finance Committee for further review and asked for unanimous consent. *Hearing no objections, Resolution 2937 was forwarded to the AFC by unanimous consent.*

VI. ADJOURNMENT

There being no further business to come before the Assembly, the Special Assembly meeting was adjourned at 5:50p.m.

Minutes drafted by Administrative Assistant Lacey Davis and respectfully submitted for approval by Municipal Clerk Beth McEwen this 24th day of May, 2021.

Signed: _____ Signed: _____

Elizabeth J. McEwen
Municipal Clerk

Beth A. Weldon
Mayor

THE CITY AND BOROUGH OF JUNEAU, ALASKA
REGULAR ASSEMBLY MEETING
DRAFT Meeting Minutes – April 26, 2021

MEETING NO. 2021-11: The Regular Assembly Meeting of the City and Borough of Juneau, held virtually via Zoom webinar, was called to order by Mayor Beth Weldon at 7:00p.m.

I. ROLL CALL

Assemblymembers Present: Maria Gladziszewski, Loren Jones, Wade Bryson, Alicia Hughes-Skandijs, Michelle Hale, Christine Woll, Greg Smith, and Mayor Beth Weldon.

Assemblymembers Absent: Carole Triem.

Staff Present: City Manager Rorie Watt, Deputy City Manager Mila Cosgrove, City Attorney Robert Palmer, Municipal Clerk Beth McEwen, Deputy City Clerk Diane Cathcart, Library Director EOC/PC Robert Barr, Parks and Recreation Director George Schaaf, Assistant City Attorney Sherri Layne, Community Development Director Jill Maclean, CDD Planning Manager Alix Pierce, CDD Planner Irene Gallion

II. SPECIAL ORDER OF BUSINESS

A. Proclamation: Public Service Recognition Week May 2-8

Mayor Weldon declared the week of May 2 – 8, 2021 as Public Service Recognition Week, to honor the work and dedication provided by the millions of public employees at the federal, state, county, and city levels. She encouraged all citizens to recognize the accomplishments and contributions of government employees at all levels: federal, state, county, and city.

B. Instruction for Public Participation

Municipal Clerk McEwen provided instruction to the listening public on how to participate in the meeting via the Zoom platform.

III. APPROVAL OF MINUTES

A. **November 7, 2020 Assembly Retreat Corrected Draft Minutes**
B. **January 12, 2021 Special Assembly Meeting 2021-02 Draft Minutes**
C. **March 1, 2021 Regular Assembly Meeting 2021-06 Draft Minutes**
D. **April 5, 2021 Regular Assembly Meeting 2021-08 Draft Minutes**

MOTION by Ms. Hale for the Assembly to approve of the minutes of the January 12, 2021 meeting, the March 1, 2021 meeting, and the April 5, 2021 meetings; and asked for unanimous consent. *Hearing no objections, the January 12, 2021, March 1, 2021, and April 5, 2021 minutes were approved by unanimous consent.*

MOTION by Ms. Hughes-Skandijs for the Assembly to approve of the November 7, 2020 Assembly Retreat Corrected Minutes and asked for unanimous consent. *Hearing no objections, the November 7, 2020 Assembly Retreat minutes were approved by unanimous consent.*

IV. MANAGER'S REQUEST FOR AGENDA CHANGES

There were no requests for Consent Agenda changes.

V. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Kirby Day, a Valley resident, reminded the Assembly and the listening public that Travel Juneau and Tourism Best Management Practices (TBMP) took over the "Friends of the Flags" project about three years ago. He explained that they have not been able to continue the flag project in recent years due to DOT construction along Egan Drive. Mr. Day reported that DOT construction is nearing completion, and shared that TBMP and Travel Juneau will once again put the flags up along Egan Drive on the morning of May 1.

VI. CONSENT AGENDA

A. Public Requests for Consent Agenda Changes, Other Than Ordinances for Introduction

None.

B. Assembly Requests for Consent Agenda Changes

None.

C. Assembly Action

MOTION by Mr. Jones for the Assembly to approve the Consent Agenda as presented. *Hearing no objections, the Consent Agenda was approved by unanimous consent.*

1. Ordinances for Introduction

a. **Ordinance 2020-09(AV) An Ordinance Appropriating up to $125,000 to the Manager as Partial Funding for the Pile Anodes Installation Capital Improvement Project; Grant Funding Provided by the Alaska Department of Transportation and Public Facilities.**

This ordinance would appropriate up to $125,000 to the Pile Anodes Installation CIP. This project would install zinc anodes to each steel piling in Harris Harbor as part of a maintenance plan to extend the longevity of all Docks and Harbors facilities. Grant funding is provided by the Alaska Department of Transportation and Public Facilities. The 50% local match requirement is being met by previously appropriated capital improvement project funding from the Pile Anodes Installation CIP (H51-121). The Docks and Harbors Board will review this request at the regular board meeting on April 29, 2021.

The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the May 12 Special Assembly meeting.

b. **Ordinance 2020-09(AW) An Ordinance Appropriating $109,500 to the Manager as Funding for Security Camera Equipment for Capital Transit; Grant Funding Provided by the Alaska Department of Transportation and Public Facilities, with Local Match Funding Provided by the Equipment Replacement Reserve Fund's Fund Balance.**

This ordinance would appropriate $109,500 for the purchase of security camera equipment for Capital Transit. Grant funding in the amount of $87,600 is comprised of Federal Transit Administration funds passed through the Alaska Department of Transportation and Public Facilities. The local match requirement of $21,900 is provided by the Equipment Replacement Reserve Fund's fund balance.

This funding will replace older cameras on transit buses with high definition security camera equipment with wireless download capabilities that will result in operational efficiencies due to the staff time necessary to retrieve videos from the current system. Additionally, this funding will be used to purchase cameras for the Downtown Transit Center.

The Public Works and Facilities Committee reviewed this request at its January 11, 2021 meeting.

The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.

2. Bid Award

a. **Bid Award: BE21-215 4th Street Douglas Utilities and Drainage**

Bids were opened on this project on April 13, 2021. The bid protest period expired at 4:30 p.m. on April 16, 2021. Results of the bid opening were as follows:

RESPONSIVE BIDDERS	**TOTAL BID**
Glacier State Contractors	$1,639,211
North40 Construction Corp.	$1,850,456
Henricksen Construction, Inc.	$1,888,641
Admiralty Construction, Inc.	$2,086,655
Architect's/Engineer's Estimate	$1,738,235

The City Manager recommends award of this project to Glacier State Contractors for the total amount bid of $1,639,211.00.

3. Liquor License

a. **Liquor License Renewals for Licenses: 4034 & 4859**

These liquor license actions are before the Assembly to either protest or waive its right to protest the license action.

Liquor License Renewal

License Type: Club, License #4034

Licensee: Juneau Moose Lodge #700 d/b/a Loyal Order of Moose #700

Location: 8335 Airport Blvd, Juneau

License Type: Wholesale-General, License #4859
Licensee: Southern Glazer's Wine & Spirits of Alaska, LLC d/b/a Southern Glazer's of AK
Location: 5452 Shaune Drive Bay 2, Juneau

Staff from the Police, Finance, Fire, Public Works (Utilities), and Community Development Departments have reviewed the above licenses and recommend the Assembly waive its right to protest the applications. Copies of the documents associated with these licenses are available in hardcopy upon request to the Clerk's office.

The City Manager recommends the Assembly waive its right to protest the above-listed liquor license renewals.

VIII. PUBLIC HEARING

A. **Ordinance 2020-09(AU) An Ordinance Appropriating $425,000 to the Manager as Partial Funding for the Bartlett Regional Hospital Emergency Department Addition Capital Improvement Project; Funding Provided by Bartlett Regional Hospital Fund's Fund Balance.**

This ordinance would appropriate $425,000 to begin design for the Bartlett Regional Hospital Emergency Department Addition CIP (B55-083). The project will expand the Emergency Department and perform ventilation and related improvements in adjacent areas of the hospital. The entire project is estimated at $7 million and is part of Bartlett's long-range plan of improvements to the hospital campus.

Funding for this request is provided by Bartlett Regional Hospital Fund's fund balance.

The Bartlett Regional Hospital Board reviewed and unanimously approved this request at its February 23, 2021 meeting. The Public Works and Facilities Committee reviewed this request at its March 15, 2021 meeting.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment:
None.

Assembly Action:
MOTION by Ms. Woll for the Assembly to adopt Ordinance 2020-09(AU) and asked for unanimous consent. *Hearing no objections, Ordinance 2020-09(AU) was adopted by unanimous consent.*

B. **Ordinance 2021-15 An Ordinance Amending Ordinance Serial No. 2020-21 Regarding the Proposed Refinancings by the Alaska Municipal Bond Bank of Various General Obligation and Revenue Bonds of the City and Borough Authorized Thereunder.**

This ordinance amends Ordinance 2020-21 (adopted May 2020), which authorized CBJ's participation in the Alaska Municipal Bond Bank's (AMBBA) refunding of multiple bond issues: 2013 Bartlett Hospital Refunding, 2013 GO CIP, and 2015 Cruise Ship Dock Expansion bonds. The refundings authorized by Ordinance 2020- 21 were not completed prior to AMBBA discontinuing services in 2020. However, now that AMBBA has reestablished their services, the refundings can move forward by amending the original ordinance.

The current remaining debt service payments (bonds + interest) total approximately $47.5 million. AMBBA is proposing a partial Exchange refunding based on various scheduled maturities that show substantial cost savings. Approximately $18.4 million in debt principal will be refinanced. In March 2021, AMBBA has estimated savings to CBJ of approximately $1.4 million in a partial Exchange refunding.

The bond refunding transaction will not extend the term of the bonds. The Assembly Finance Committee reviewed this request at the April 21, 2021 meeting.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment:
None.

Assembly Action:
MOTION by Mr. Smith for the Assembly to adopt Ordinance 2021-15 and asked for unanimous consent. *Hearing no objections, Ordinance 2021-15 was adopted by unanimous consent.*

C. **Ordinance 2021-06 An Ordinance Amending the Land Use Code Relating to Floodplain Regulations.**

For private property owners to participate in the National Flood Insurance Program, the CBJ must adopt and enforce a floodplain management ordinance, which includes updated floodplain maps. The CBJ recently adopted the updated floodplain maps with Ordinance 2020-42. This ordinance would update the Title 49 provisions to be consistent with the floodplain maps and policies of the National Flood Insurance Program.

The Community Development Department conducted extensive public review for the flood map revision and associated Title 49 language since 2018. The Planning Commission has received updates and reviewed this matter multiple times. The Lands, Housing, and Economic Development Committee recommended the Assembly adopt this ordinance.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment:
None.

Assembly Action:

MOTION by Ms. Hughes-Skandijs for the Assembly to adopt Ordinance 2021-06 and asked for unanimous consent. *Hearing no objections, Ordinance 2021-06 was adopted by unanimous consent.*

D. **Emergency Ordinance 2021-11 An Emergency Ordinance Reestablishing the City and Borough of Juneau COVID-19 Mitigation Strategies and Providing for a Penalty.**

The CBJ COVID-19 mitigation measures balance the desire to support the economy while protecting the public health. The CBJ Emergency Operations Center proposed amendments to the existing mitigation strategies to the Assembly Committee of the Whole on April 12. Notably, the amendments proposed in this ordinance reflect the community's progress in getting COVID vaccinations.

The City Manager recommends the Assembly adopt this emergency ordinance.

Public Comment:
Annette Kreitzer, a Valley resident, recommended the ordinance be amended to include exceptions for wearing masks in public places under certain circumstances. She spoke to the definition of a "public setting" and felt that a place like the tennis court at The Alaska Club would not technically qualify as a public place. Ms. Kreitzer urged the Assembly to make this amendment to allow for tennis players to remove their masks once they enter a tennis court.

Ms. Hale asked Ms. Kreitzer to specify where in the ordinance she would like the amendment to be made. Ms. Kreitzer clarified Section 2, Item F that referred to individuals participating in high-intensity physical activities outdoors. She encouraged the addition of Item G, to allow for tennis players to remove their facial coverings once they are within an indoor tennis court.

Lisa Hydock, a Valley resident, questioned the purpose and timing of penalizing those who refuse to follow COVID-19 guidelines.

Ms. Cosgrove explained that the penalty has been in place ever since the mask ordinance was passed. Mr. Palmer confirmed this, and added that there have been penalties in place for both the mask ordinance and for the risk mitigation chart.

Assembly Action:
Mr. Bryson asked Mayor Weldon for an explanation of the potential outcomes that may occur if this motion failed to pass.

Mr. Palmer explained that if this ordinance is not adopted, then there would be no mitigation measures in place for Juneau.

Mr. Bryson asked if state regulations would dictate Juneau's actions moving forward. Ms. Cosgrove explained that the state does not have COVID-19 regulations in place, and the emergency order that held up those regulations has expired. Throughout the pandemic, the state has allowed for communities to decide how to address their specific COVID-19 related needs.

Ms. Hale asked for Ms. Cosgrove's input regarding Ms. Kreitzer's testimony about allowing tennis players to remove their masks on the tennis court.

Ms. Cosgrove shared that the EOC has strived to work with organizations with filing exemption requests. She did not recall The Alaska Club submitting an exemption requests for tennis players, and said that she did not see a problem with that request. Ms. Cosgrove suggested working with the EOC on that matter, rather than having the Assembly change the ordinance.

Ms. Hale shared that she had been speaking with Ms. Kreitzer, and she believed that The Alaska Club had reached out to the EOC. She recommended that Ms. Cosgrove reach out to The Alaska Club to work on the exemption request.

MOTION by Mr. Bryson for the Assembly to adopt Emergency Ordinance 2021-11 and said he objected to the motion.

Amendment #1 by Mr. Jones. Mr. Jones. Mr. Jones referred to Section 2, Item F of the ordinance, which states "*The Manager shall advise the Assembly if new and relevant information about COVID-19 is discovered that warrant revisions to the COVID-19 Mitigation Strategies in Exhibit A*." Mr. Jones proposed removing that sentence and substitute it with the following: "The Manager shall keep Exhibit A consistent with Centers for Disease Control and Prevention (CDC) guidance and present the revisions to Exhibit A at regular Assembly meetings."

Mr. Jones explained that CDC is expected to make changes to their masking guidance within the next few weeks, and this amendment would allow the City Manager to provide the Assembly with up-to-date information related to CDC.

Ms. Hughes-Skandijs asked Ms. Cosgrove if there were any parts of Exhibit A that did not match CDC guidance, and if Exhibit A contained any guidelines that were tailored to Juneau. Ms. Cosgrove explained that the EOC has been trying to adjust their strategies as more scientific information becomes available, but there are no Juneau-specific guidelines within Exhibit A.

Ms. Gladziszewski asked if Mr. Jones was trying to give the EOC the authority to change their risk mitigation matrix without Assembly consideration. Mr. Palmer explained that the changes proposed in this amendment would require the City Manager to comply with CDC guidance as it is released, and report those changes to the Assembly for potential action and consideration. This would not require the Assembly to take action to ratify these changes.

Ms. Hale asked if the implementation of this amendment would be a straightforward process for the EOC and the Manager's Office. Ms. Cosgrove said that this amendment would be relatively easy to implement, the process would involve posting an information release, updating their charts, and bringing any information back to the Assembly when appropriate.

There was a brief discussion regarding the City Manager's authority to enact an emergency declaration, in which Mr. Palmer clarified that this amendment would streamline that process by having Juneau's matrix be consistent with CCD guidelines.

Ms. Gladziszewski mentioned that she was in favor of a process that would allow the City Manager to act quickly, but she would like to preserve the public comment process. She interpreted this amendment as permitting the Manager to act without receiving input from the Assembly or the public. She would object to this amendment if it eliminated the opportunity for the Assembly and the public to provide comment on the issue, and added that she would support this amendment if it would allow for Assembly consideration at a later date.

Mr. Jones clarified the scope of the City Manager's authority in an emergency situation, and said that the Assembly will always have the option to provide input or changes when the declaration is presented to them.

Amendment #2 by Ms. Gladziszewski. Ms. Gladziszewski wished to change the language regarding the ratification. She said that the Assembly and the public should be involved in this process, and should be permitted to weigh in on the issue.
The modified language states, "The Manager shall keep Exhibit A consistent with Centers for Disease Control and Prevention (CDC) guidance and present the revisions to Exhibit A at regular Assembly meetings **for ratification**." Ms. Gladziszewski stated that her amendment would be to add "…for ratification." At the end of Mr. Jones' amendment.

Objection by Ms. Woll for the purpose of a question. Ms. Woll asked if the vaccination tier-based system implemented by the EOC was consistent with CDC guidelines. Ms. Cosgrove answered that the CDC has not yet released specific guidelines regarding vaccination rates or mitigation methods related to vaccines. Ms. Woll removed her objection.

Mr. Jones said that he would oppose the amendment if it would mean that changes proposed by the City Manager would not be in effect until the Assembly acts. Mr. Palmer clarified that throughout the pandemic, the City Manager has had the authority to make changes that are effective immediately upon public notice; however, they are only effective until the next Assembly meeting. He interpreted the language used in Ms. Gladziszewski's amendment as a continuation that practice.

Ms. Gladziszewski added that her amendment would allow for the changes made by the City Manager to be effective immediately until the next Assembly meeting, in which the Assembly can consider ratification. Mr. Jones removed his objection.

Hearing no objections, Amendment #2 was adopted by unanimous consent.

Mr. Smith objection to Amendment #1 for the purpose of a question. He asked for clarification as to whether the language "regular Assembly meeting" would also include any special Assembly meetings. Mr. Palmer said that "regular Assembly meeting" would only indicate a regular Assembly meeting; if Mr. Smith wanted that to include special Assembly meetings to that language, it would require an amendment.

Amendment #3 by Mr. Smith to change the language of Amendment #1 to state, "…regular **or special** Assembly meeting…" ***Hearing no objections, Amendment #3 was passed by unanimous consent.***

Hearing no further objections, Amendment #1 was adopted as amended by unanimous consent.

Mr. Bryson spoke to his objection to the main motion. While he appreciated the effort put into amending the motion, he felt ready for this to expire.

Mayor Weldon objected for the purpose of an amendment, and passed the virtual gavel to Deputy Mayor Jones.

Amendment #4 by Mayor Weldon to change the expiration date to July 31, 2021. She spoke to her amendment, saying that she would rather revisit this issue by the end of July rather than wait until October, in consideration of the cruise ship season. ***Hearing no objections, Amendment #4 was adopted by unanimous consent.***

Roll Call Vote on Emergency Ordinance 2021-11 as amended:
Ayes: Woll, Smith, Hughes-Skandijs, Hale, Gladziszewski, Jones, Mayor Weldon.
Nays: Bryson.
Motion passed. Seven (7) Ayes, One (1) Nay.

E. **Emergency Ordinance 2021-16 An Emergency Ordinance Mandating COVID-19 Testing for Travelers Arriving in the City and Borough of Juneau.**

The CBJ has a local travel mandate that requires testing and strict social distancing, which is set to expire on May 1. This ordinance would amend the travel mandate to remove the strict social distancing and generally require testing for all travelers except for travelers that are fully vaccinated.

This topic was discussed at the Assembly Committee of the Whole on April 12. The Committee recommended having this ordinance presented for consideration at tonight's meeting.

Because the Assembly Committee of the Whole only recommended this ordinance for presentation, the City Manager does not have a recommendation whether this ordinance should be adopted.

Public Comment:
None.

Assembly Action:
MOTION by Ms. Hale for the Assembly to adopt Emergency Ordinance 2021-16 and objected to the motion.

Objection by Mr. Jones. He said that he did not see a reason to extend this mandate.

Mr. Smith expressed that though he proposed this ordinance, he would not be supporting it, and spoke to his desire to help support local businesses. He added that he appreciated the sentiment of this ordinance.

Ms. Hughes-Skandijs spoke in support of this ordinance. She understood the concerns of the business community; however, she felt that it would not be a detriment to ask travelers to receive a test considering that they are not being asked to strictly social distance. Ms. Hughes-Skandijs added that this ordinance would help provide information to the EOC to track what is happening within the community, while still allowing travelers to visit Juneau.

Ms. Woll spoke in favor of this ordinance, and echoed Ms. Hughes-Skandijs' comments of understanding the concerns of local businesses. She encouraged businesses to urge unvaccinated travelers to undergo testing when traveling to Juneau.

Mr. Bryson responded to Ms. Hughes-Skandijs' comments by saying that there are no available places for incoming travelers to receive a test at an airport. He said that large cities such as Seattle, Portland, and Nashville are no longer providing tests for travelers, which could act as a barrier for those who want to visit Juneau.

Ms. Hale advocated for Juneau to be in line with state policy, which does not require testing but provides and recommends travelers to test.

Roll Call Vote on Emergency Ordinance 2021-16
Ayes: Woll, Hughes-Skandijs.
Nays: Hale, Smith, Bryson, Gladziszewski, Jones, Mayor Weldon.
Motion failed. Two (2) Ayes, Six (6) Nays.

IX. UNFINISHED BUSINESS

None.

X. NEW BUSINESS

A. **2021 Election: Vote by Mail Decision**

Mr. Watt explained that the Assembly must decide upon and direct action on the 2021 Municipal Election Vote by Mail decision, as well as receive public testimony on the issue.

Public Comment:
Frank Bergstrom, Valley resident, believed that the decision to conduct a Vote by Mail Election in 2020 were made under circumstances that differ from where Juneau is now. He said that voting is a fundamental aspect of our democracy that encourages direct participation from the general public, and urged the Assembly to allow for the public to vote on this process.

Mr. Bryson commented that the Assembly is trying to decide on how to conduct the upcoming 2021 election, as they are unable to conduct this election as they have in previous years due to the ongoing pandemic. He asked Mr. Bergstrom if he had any suggestions on how the community could vote on the voting process amidst this pandemic, as the Assembly is still deciding on how to conduct the election voting process for October.

Mr. Bergstrom said that CBJ already had a perfectly good method of conducting elections in previous non-pandemic years, and said that he did not have any suggestions for the Assembly.

Assembly Action:
Mr. Jones recalled the March 12, 2021 Committee of the Whole meeting in which the Assembly decided to utilize the Election Center at the Municipality of Anchorage for the 2021 Municipal Election. The Assembly also decided to begin the process of purchasing equipment and machinery needed to stand up an election center in Juneau in time for the 2022 Municipal Election.

MOTION by Ms. Gladziszewski for the Assembly conduct a Vote by Mail election using the Municipality of Anchorage Vote Center.

Mr. Bryson commented that this motion had the most common sense, as Juneau is still facing similar issues that were present in the 2020 Election. He asked if this election would still include in-person polling places and drop boxes (similar to the 2020 Election) that would provide a local option for voters to submit their ballots.

Mayor Weldon and Clerk McEwen both confirmed that this election would have a minimum of two ballot drop boxes.

Hearing no objections, the motion passed by unanimous consent.

MOTION by Mr. Bryson to allow for him to work with the City Attorney to draft language that would allow for an advisory vote allowing the citizens of Juneau to dictate voting methods for future elections.

Objection by Ms. Gladziszewski. Ms. Gladziszewski said that voting by mail does not rise to the level of an advisory vote, as it is a technical question regarding a voting method for an election.

Ms. Hughes-Skandijs said that she would not have an issue with Mr. Bryson working with Mr. Palmer to draft language for an advisory vote, although she would object to the advisory vote. Mr. Bryson clarified that he was asking for the opportunity to work with Mr. Palmer to draft language to present at a future meeting, potentially at a COW meeting, just to see what it would look like.

Mr. Jones reminded the Assembly that there are dates and procedures in place for implementing an advisory vote, and the only action the Assembly would technically be allowed to take would be to decide on Mr. Bryson's ability to work with the City Attorney on a draft ordinance.

Ms. Hale asked if Mr. Bryson would be able to work with the City Attorney without the direct permission by the Assembly. Mayor Weldon said that was correct, and clarified that Mr. Bryson was asking ahead of time given the controversial nature of this issue. Ms. Hale spoke to the increased voter turnout as a result of the 2020 Vote by Mail election that was reported across the country, including Juneau.

Mayor Weldon supported Mr. Bryson's efforts, and would be willing to see what Mr. Bryson and Mr. Palmer came up with.

Ms. Woll said that she would be interested in receiving public feedback on how to conduct future elections, though was not entirely sure if an advisory vote was necessary.

Roll Call Vote for Mr. Bryson to work with the City Attorney to draft an advisory vote:
Ayes: Bryson, Mayor Weldon.
Nays: Woll, Smith, Hughes-Skandijs, Hale, Gladziszewski, Jones.
Motion failed. Two (2) Ayes, Six (6) Nays.

MOTION by Ms. Gladziszewski for the Assembly to include public process in future discussions about Vote by Mail elections.

Mayor Weldon asked Ms. Gladziszewski if she could clarify as to whether she wanted this to include the 2021 election, or for this to take place after the 2021 election. Ms. Gladziszewski said that she wanted to ensure to the public that their input is being heard in making this decision, and suggested opening up some Assembly Finance Committee meetings to public comment. Mayor Weldon mentioned that there is not much room for discussion regarding the 2021 election, as the City Clerk would need definitive direction for this election. Ms. Gladziszewski clarified that she did not mean to include this upcoming 2021 election.

Hearing no objections, the motion passed by unanimous consent.

B. Notice of Appeal: TDLH LLC v. CDD Director

TDLH LLC received a grading permit, BLD2021-0039, for the property located near 3101 Mendenhall Loop Road. The Community Development Department revoked the grading permit in early March. Travis Arndt, the representative for TDLH LLC, filed a timely appeal.

On April 13, 2021, this notice of appeal was presented to the Planning Commission. Consistent with 49.20.110(c), the Planning Commission certified this appeal to the Assembly without review, hearing, or recommendation.

In accordance with the Appeals Code, the Assembly must decide whether to accept or reject the appeal. If you determine, after liberally construing the notice of appeal in order to preserve the rights of the appellant, that there has been a failure to comply with the appellate rules, or if the notice of appeal does not state grounds upon which any of the relief requested may be granted, you may reject the appeal.

If the appeal is accepted, you must decide whether the Assembly will hear the appeal itself or if it will assign the appeal to a hearing officer. If you decide to hear the appeal yourselves, a presiding officer should be appointed.

In hearing an appeal, the Assembly would sit in its quasi-judicial capacity and must avoid discussing the case outside of the hearing process. (See CBJ 01.50.230, Impartiality.)

The City Attorney recommends the Assembly accept the appeal and consider assigning it to a hearing officer.

MOTION by Ms. Gladziszewski for the Assembly to accept the appeal and assign it to a hearing officer, and asked for unanimous consent. *Hearing no objections, the appeal was accepted and will be assigned to a hearing officer.*

XI. STAFF REPORTS

None.

XII. ASSEMBLY REPORTS

A. Mayor's Report

Mayor Weldon stated that she participated in JEDC's virtual Innovation Summit and has rode on the electric bus twice. She also testified for AML at the state legislature on behalf of impacted communities on funding. Mayor Weldon congratulated Admiral Matthew Bell from the 17th Coast Guard District on his retirement, and welcomed Admiral Nathan Moore. She also shared that she went on a walk with Dr. Anne Zink and her daughter, and described it as a lovely outing. Mayor Weldon mentioned that the Assembly will have their first ever in-person Assembly meeting since the pandemic on May 24.

B. Committee Reports, Liaison Reports, Assembly Comments and Questions

Committee of the Whole (COW) Chair Jones shared that the COW last met on April 12, where they discussed mental health interventions, the Visitor Industry Task Force (VITF) recommendations, and the Fireworks Ordinance. The next scheduled COW meeting will be held on May 10, and they will be discussing the Fireworks Ordinance, neighborhood plan updates, parking code, and tourism.

In Ms. Triem's absence, Mr. Jones reminded the Assembly that the Assembly Finance Committee will meet on April 28 at 5:30p.m.

Lands, Housing, and Economic Development Committee (LHEDC) Chair Gladziszewski shared that LHEDC last met on April 12 to discuss the DOT request for easements along Douglas Highway and the Floodplain Ordinance. They also touched base on Urban Avalanche Operational Forecasting, as the City has received funding to conduct an avalanche study. The next LHEDC meeting will be on May 3.

Public Works and Facilities Committee (PWFC) Chair Hale shared that the PWFC met on April 12 to talk about the Calhoun Avenue Reconstruction Project, specifically its impact on underground utilities. The Juneau Commission on Sustainability (JCOS) gave a presentation about Solid Waste, the PWFC intends to work on the information they received and forward their recommendations to the full Assembly at a later point in time. The PWFC also discussed updating electric vehicle charging stations. The next PWFC meeting will be on May 10.

Human Resources Committee (HRC) Chair Bryson forwarded a recommendation made by the HRC to appoint Anne Stepetin to the Juneau Commission on Aging for a term beginning immediately and ending on December 31, 2021, and asked for unanimous consent. *Hearing no objections, the appointment was approved by unanimous consent*.
The HRC also forwarded a motion to the Assembly to increase the Juneau Human Rights Commission from being a five member commission to being a seven member commission.
MOTION by Mr. Bryson for the City Clerks to work with the City Attorney to bring back legislation changing the Juneau Human Rights Commission membership to the Assembly.

Mr. Bryson also mentioned that the Assembly must make appointments to their Empowered Boards. The dates he suggested were June 23-24 or June 29-30.

MOTION by Mr. Jones for the Assembly to meet on June 23-24 to make appointments to the Airport Board, the Eaglecrest Board, and the Docks and Harbors Board.
Hearing no objections, those dates were approved by unanimous consent.

Liaison Reports and Member Comments:
Ms. Woll reported that Travel Juneau met to work on ways to encourage independent travelers to visit Juneau this summer. The Juneau Commission on Aging met and finalized the Senior Survey and a cover letter with recommendations related to the survey results. The Downtown Business Association met and received a presentation from Jesse Perry about how DBA can help Juneau's unsheltered population. The Systemic Racism Review Committee had their second meeting which involved assigning their members to various committees, and scheduled a training with the JHRC.

s. Woll shared that she also rode the electric bus this week, and spoke highly of the handicap ramp's assistance in helping her board the bus on crutches.

Mr. Smith shared that the Airport Board met to discuss plow truck issues and upgrading their fire alarm system. The Local Emergency Planning Committee met to talk about avalanche safety, and they received an update from EOC PSC Robert Barr regarding Juneau's vaccination status. The Chamber of Commerce Board met to talk about their budget and propose a mandatory testing ordinance. Mr. Smith shared that he attended the electric vehicle rally and got to ride the electric bus. He acknowledged the upcoming Commencement Ceremony at UAS and congratulated all of the graduating students. He informed the listening public that the Assembly will address the Fireworks Ordinance again soon, and he shared that he is working with the City Attorney on his ordinance suggestions.

Ms. Hughes-Skandijs shared that neither the UAS Community Campus Council nor the Commission on Sustainability have met since the last Assembly meeting. Docks and Harbors will be meeting on April 29 to adjust their budget. The JCOS had a work session to discuss greenhouse gasses, and considered submitting a grant to receive federal funding for dock

electrification. She shared that she enjoyed the virtual Folk Fest, and is looking forward to participating in the Community Clean Up on May 1 with her book club.

Mr. Bryson did not have a report to share this evening.

Ms. Hale reported that the Juneau Coalition on Housing and Homeless met on April 15 and received a presentation from the Alaska Housing and Finance Corporation of their low-income programs. The next BRH Board meeting will be on April 27. She also mentioned that she recently got a new puppy from down south.

Ms. Gladziszewski shared that the School Board has met twice since the last Assembly meeting, with a regular meeting held on April 12 and a retreat on April 24.
Ms. Gladziszewski shared the acknowledgements of the following students at the School Board meeting:

Last year, Floyd Dryden qualified three projects to the national level where Sean Owen's website was awarded the George Washington Leadership in History Prize with a $1,000 scholarship. Grayson Riddle was awarded the Outstanding Affiliate Project from Alaska, and he was a finalist placing 9th out of all the national submissions. This year, along with Sean and Grayson, 17 additional Floyd Dryden students have qualified for the National NHD competition!

Individual Exhibit
1st Place-Reonna Maloney (8th Grade)
2nd Place-Miranda Stichert (7th Grade)
Group Exhibit
1st Place-Ellis Gottschlich, Gunnar Nierre, and Sarah Rivera (7th Grade)
2nd Place-Amy Liddle and Lena Rasmussen (6th Grade)
Historical Research Paper
1st Place-Sarah Jackson (7th Grade)
2nd Place-Grayson Riddle (8th Grade)
Group Documentary
1st Place-Mary Canapary, Bristol Casperson, Cerys Hudson, and Pedrin Saceda-Hurt (8th Grade)
Individual Website
1st Place-Sean Owen (8th Grade)
2nd Place-Jadyn Clark (6th Grade)
Group Website
1st Place-Tessa Polasek and Tyler Smith (8th Grade)
2nd Place-Brandon Casperson and Tyler Decker (7th Grade)

Juneau-Douglas High School had a team of students compete in the National Ocean Science Bowl Regional Competition. The "New Squids on the Dock" team provided a report on the "The Effects of Climate Change on the Beaufort Sea Environment" and was comprised of Captain Tias Carney, and Team members: Elin Antaya, Addy Mallot, Jackson Marx, and Adrian Whitney

along with JDHS Coach Shannon Easterly. The team got first place in the quiz bowl, second place in the research paper, first place in oral presentation.

The school board expects to rely heavily on testing, and reported that most of their staff have received vaccines. JDHS decided not to have a prom, TMHS is wanting to host a prom and is looking at options to move forward with that.

Ms. Gladziszewski congratulated the Folk Fest organizers for putting on an amazing virtual event.

Mr. Jones shared that he attended the Systemic Racism Review Committee meeting and will intend tomorrow's meeting as well. He also attended the Chamber Presentation on Commercial Real Estate Appraisals given by Finance Director Jeff Rogers. He participated in the Planning Commission meeting on April 13, and the PC will meet again tomorrow as the PC COW to discuss the accessory apartment ordinance.

Mr. Jones reminded the Assembly that the traditional Bussing of the Fleet Ceremony will be taking place on May 1 at the Fisherman's Memorial.

C. Presiding Officer Reports

Mayor Weldon recused herself from this part of the meeting, and gave her virtual gavel to Deputy Mayor Jones.

1. **Proposed Decision in Assembly Appeal 2020-03 Wille and Weldon vs. Planning Commission and CCTHITA**

Mr. Palmer explained this appeal relates to a Planning Commission decision granting a Conditional Use Permit for transitional housing at 6205 Alaway Avenue for the CCTHITA. The Assembly referred this appeal to a hearing officer, the hearing officer conducted a complete hearing and issued a proposed decision. There were objections to that decision, to which the hearing officer amended the decision to incorporate the objections.

The decision being presented to the Assembly tonight is the final proposed decision.

The City Attorney recommends the Assembly accept this decision, which would affirm the decision the Planning Commission to issue a Conditional Use Permit.

MOTION by Ms. Gladziszewski for the Assembly to accept the hearing officer's decision.
Hearing no objections, the hearing officer's decision is accepted by unanimous consent.

XII. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None.

XIII. ADJOURNMENT

There being no further business to come before the Assembly, the meeting was adjourned at 9:24p.m.

Minutes drafted by Administrative Assistant Lacey Davis and respectfully submitted for approval by Municipal Clerk Beth McEwen this 24th day of May, 2021.

Signed: _____
Elizabeth J. McEwen
Municipal Clerk

Signed: _____
Beth A. Weldon
Mayor

SPECIAL ASSEMBLY MEETING
THE CITY AND BOROUGH OF JUNEAU, ALASKA
DRAFT Meeting Minutes – May 12, 2021

Meeting No. 2021-12: The Special Assembly Meeting of the City and Borough of Juneau, held via Zoom webinar, was called to order by Mayor Beth Weldon at 5:30p.m.

I. CALL TO ORDER / ROLL CALL

Assemblymembers Present: Maria Gladziszewski, Loren Jones, Wade Bryson, Alicia Hughes-Skandijs, Carole Triem, Greg Smith, Michelle Hale, Christine Woll, and Mayor Beth Weldon.

Assemblymembers Absent: None.

Staff Present: City Manager Rorie Watt, Deputy City Manager Mila Cosgrove, Municipal Clerk Beth McEwen, Deputy Clerk Di Cathcart, Finance Director Jeff Rogers, Assistant Municipal Attorney Teresa Bowen, Budget Analyst Adrien Speegle

II. APPROVAL OF AGENDA

The agenda was approved as presented.

III. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Clerk McEwen provided instruction to the listening public on how they could participate in tonight's meeting telephonically.

No public participation on non-agenda items.

IV. AGENDA TOPICS

A. Introduction: Ordinance 2021-03 An Ordinance Regulating Fireworks and Providing for a Penalty.

This ordinance would create a comprehensive set of regulations to govern the use, sale, and possession of fireworks. Fireworks would be classified as concussive, holiday, and allowable. Notably, concussive fireworks, like mortars, would be prohibited inside the fire service area. Holiday fireworks, like bottle rockets and firecrackers, would only be allowed The CBJ is working on fliers to help educate people when and where the different types of fireworks are allowed and prohibited. The Assembly Committee of the Whole discussed fireworks multiple times including: February 1, 2021; March 15, 2021; April 12, 2021; and May 10, 2021.

The Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.

MOTION by Mr. Bryson for the Assembly set Ordinance 2021-03 for public hearing at the next Assembly meeting and asked for unanimous consent. *Hearing no objections, Ordinance 2021-03 was set for public hearing for the May 24, 2021 Regular Assembly meeting by unanimous consent.*

B. Introduction: Ordinance 2021-18 An Ordinance Regarding Taxing the Sale of Fireworks.

This ordinance would clarify the sale of fireworks is not exempt from sales tax. The Assembly Committee of the Whole discussed this ordinance at its meeting on May 10, 2021.

The Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.

MOTION by Mr. Jones for the Assembly introduce Ordinance 2021-18 and set it for public hearing at the next regular Assembly meeting, and asked for unanimous consent. *Hearing no objections, Ordinance 2021-18 was set for public hearing for the May 24, 2021 Regular Assembly meeting by unanimous consent.*

C. Public Hearing: Ordinance 2020-09(AV) An Ordinance Appropriating up to $125,000 to the Manager as Partial Funding for the Pile Anodes Installation Capital Improvement Project; Grant Funding Provided by the Alaska Department of Transportation and Public Facilities.

This ordinance would appropriate up to $125,000 to the Pile Anodes Installation CIP. This project would install zinc anodes to each steel piling in Harris Harbor as part of a maintenance plan to extend the longevity of all Docks and Harbors facilities.

Grant funding is provided by the Alaska Department of Transportation and Public Facilities. The 50% local match requirement is being met by previously appropriated capital improvement project funding from the Pile Anodes Installation CIP (H51-121).

The Docks and Harbors Board will review this request at the regular board meeting on April 29, 2021.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment:
None.

Assembly Action:
MOTION by Ms. Gladziszewski for the Assembly to adopt Ordinance 2020-09(AV) and asked for unanimous consent. *Hearing no objections, Ordinance 2020-09(AV) was adopted by unanimous consent.*

D. Bid DH21-036 Harris Harbor Anodes Installation
This project would install zinc anodes to each steel piling in Harris Harbor as part of a maintenance plan to extend the longevity at all Docks and Harbors facilities. The zinc anodes are

welded on the piles below the surface and provide a sacrificial benefit to the galvanized steel piling.

Funding for this project is provided by the Alaska Department of Transportation and Public Facilities' (DOT/PF) Harbor Grant program and the CBJ Harbor Enterprise CIP funds.

Bids were opened on April 14, 2021. The bid protest period expired at 4:30 p.m. on April 16. Results of the bid opening are as follows:

The Docks and Harbors Board recommended this bid award at a special public meeting held on April 19.

RESPONSIVE BIDDERS	**TOTAL BID**
Global Diving & Salvage, Inc.	$174,650
Alaska Commercial Divers, Inc.	$174,652
American Marine International	$287,761
Engineer's Estimate	$254,000

The City Manager recommends award of this project to Global Diving & Salvage, Inc. in the total bid amount of $174,650.

MOTION by Ms. Triem for the Assembly to award the Harris Harbor Anodes Installation to Global Diving and Salvage in the total bid amount of $174,650, and asked for unanimous consent.

Objection by Mr. Bryson for purposes of a question. He noted that Global Diving & Salvage's bid and Alaska Commercial Driver's bid were only two dollars off. He asked if there were any other criteria that led to the decision other than a two dollar difference in the bid price.

Mr. Watt said that there were no other factors involved in the bidding process, and it happened to be an exceptionally tight bid.

Mr. Bryson asked for clarification if the City was not legally allowed to explore the option of a different, potentially local company due to a two-dollar difference.

Mr. Watt said that Mr. Bryson was correct, as the charter requires that for a Capital Improvement Project, the bid must be awarded to the lowest bidder, regardless of the location of the business. This requirement is featured in the charter and in the purchasing code of the City. Mr. Bryson recommended the Assembly have a more in-depth discussion on the charter rules in the future, as this could help a local company that could benefit Alaskans over minor amounts of money. Mr. Bryson removed his objection.

Hearing no objections, the award was approved by unanimous consent.

V. STAFF REPORTS

A. COVID Community Mitigation Measures – Update

Ms. Cosgrove referenced the April 26 meeting in which the Assembly gave the City Manager the authority to adjust community mitigation measures in accordance with CDC guidelines. She explained that the adjustments made regarding masking for vaccinated individuals were in line with the recent CDC updated guidance.

Ms. Woll asked for clarification regarding the mask requirements for higher tier emergency levels, as Juneau is currently in the Minimal level. Ms. Cosgrove said if Juneau were to reach the Moderate level or above, the EOC would most likely attribute that to a COVID-19 variant or something other than what Juneau is experiencing at this point in time.

Mr. Bryson asked if Ms. Cosgrove could provide a percentage of people in Juneau who are fully vaccinated, and a percentage of those who have received at least one dosage. Ms. Cosgrove noted that as of May 12, 59.2% of the total population of Juneau has received at least one dose of a COBVID-19 vaccine, and 55.3% of the total population have completed their vaccine series, and are fully vaccinated.

Mayor Weldon asked Ms. Cosgrove when she anticipates Juneau to reach the "green" level. Ms. Cosgrove was not entirely sure what "green" would mean, and asked if green was meant to represent the end of the pandemic. She said that she does not have a crystal ball to anticipate when the pandemic will be over; but once a majority of Juneau's population has been vaccinated – which now includes 12 – 15 year olds – then restrictions can continue to ease.

MOTION by Ms. Hale for the Assembly ratify the changes made to the EOC Community Mitigation Measures and asked for unanimous consent. *Hearing no objections, the mitigation measures were ratified by unanimous consent.*

VI. ADJOURNMENT

There being no further business to come before the Assembly, the Special Assembly meeting was adjourned at 5:48p.m.

Minutes drafted by Administrative Assistant Lacey Davis and respectfully submitted for approval by Municipal Clerk Beth McEwen this 24th day of May, 2021.

Signed: _____ Signed: _____

Elizabeth J. McEwen, Municipal Clerk

Beth A. Weldon, Mayor

Presented by: The Manager
Introduced: May 24, 2021
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-17

An Ordinance Providing for the Levy and Collection of a Temporary 3% Areawide Sales Tax on the Price of All Taxable Sales of Goods and Services Delivered within the City and Borough of Juneau, to be in Effect Five Years from July 1, 2022, through July 1, 2027; and Calling for an Election on Whether Such Sales Tax Shall Be Levied.

WHEREAS, the present 5% areawide sales tax rate in the City and Borough comprises a permanent 1% tax, a temporary 1% tax, and a temporary 3% tax; and

WHEREAS, the 3% temporary component of the sales tax expires on July 1, 2022, unless the voters approve extending the duration of the tax; and

WHEREAS, the 3% temporary sales tax provides a balance to municipal revenue sources between sales tax and property tax; and

WHEREAS, the Assembly has determined that an extension of the 3% temporary sales tax, to become effective on July 1, 2022, for a period of five years, is necessary to provide a stable revenue base for important municipal services and projects; and

WHEREAS, with the extension of the 3% temporary tax, the total sales tax rate in the City and Borough would remain unchanged at 5%.

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

Section 1. Classification. Section 2 of this ordinance, if approved by a majority of qualified voters voting on the question pursuant to Sections 3 and 4, shall be of a general and permanent nature and shall become a part of the City and Borough code, until it expires under its own terms. Sections 3 and 4 are noncode sections.

Section 2. Amendment of Section. CBJ 69.05.020 - Imposition of rate, is amended to read:

69.05.020 Imposition of rate.

…

(c) Subsection (a)(2) and this subsection (c) are automatically repealed on ~~July 1, 2022~~ July 1, 2027.

…

Section 3. Submission of Question to Voters.

(a) In accordance with Article IX, Section 9.17, of the Home Rule Charter of the City and Borough of Juneau, the question of whether or not a temporary 3% areawide sales tax shall be levied and collected effective July 1, 2022, for a period of five years only, shall be submitted to the qualified voters of the City and Borough at the regular municipal election to be held on October 5, 2021.

(b) The Municipal Clerk shall prepare the ballot proposition to be submitted to the qualified voters of the City and Borough for their consideration of the temporary 3% areawide sales tax set forth in this ordinance. The Municipal Clerk shall further perform all necessary steps in accordance with law to conduct the election and place the proposition before the qualified voters at the regular municipal election.

Section 4. Proposition. The proposition to be submitted to the qualified voters of the City and Borough as required by Section 3 above shall read substantially as follows:

Explanation

Juneau currently has a permanent 1% sales tax, a temporary 1% sales tax, and a temporary 3% sales tax. The temporary 1% sales tax is automatically repealed on September 30, 2023. The temporary 3% sales tax is automatically repealed on July 1, 2022. The total of all CBJ sales taxes is currently 5%.

This ballot proposition would continue the current 3% temporary sales tax rate for an additional five years, until June 30, 2027. Accordingly, if this proposition is approved, the total sales tax rate would remain at 5%. This proposition would also continue the Assembly's intended allocation of the temporary 3% sales tax revenues as follows:

Current Temporary Sales Tax (repealed July 1, 2022)		**New Proposed Temporary Sales Tax (July 1, 2022 to June 30, 2027)**	
1%	police, fire, street maintenance, snow removal, EMT/ambulance service, parks and recreation, libraries, and other general purposes;	1%	police, fire, street maintenance, snow removal, EMT/ambulance service, parks and recreation, libraries, and other general purposes;
1%	roads, drainage, retaining walls, sidewalks, stairs, and other capital improvements; and	1%	roads, drainage, retaining walls, sidewalks, stairs, and other capital improvements; and
1%	allocated annually by the assembly for capital improvements, general government services (including the Better Capital City account and youth activities) and Budget Reserve.	1%	allocated annually by the assembly among capital improvements, an emergency budget reserve, and other general public services.
Total 3%	Temporary sales tax until June 30, 2022	Total 3%	Proposed temporary sales tax starting July 1, 2022, and ending June 30, 2027

PROPOSITION NO. _____

Authorization to Renew a Temporary 3% Areawide Sales Tax Effective July 1, 2022, Intended to Be Used for Certain Purposes as Set Forth Below.

Shall the City and Borough of Juneau, Alaska, levy and collect a temporary 3% areawide sales tax on the price of all taxable sales of goods and delivered in the City and Borough, effective July 1, 2022, for a period of five years only, in addition to the 1% permanent areawide sales tax and the 1% temporary areawide sales tax.

It is the intent of the Assembly to use the temporary 3% areawide sales tax as follows:

1% police, fire, street maintenance, snow removal, EMT/ambulance service, parks and recreation, libraries, and other general purposes;

1% roads, drainage, retaining walls, sidewalks, stairs, and other capital improvement projects; and

1% allocated annually by the assembly among capital improvements, an emergency budget reserve, and other general public services.

Total 3% Temporary Sales Tax

Extend 3% sales tax five years YES [ ]

Extend 3% sales tax five years NO [ ]

Section 5. Effective Dates.

(a) The amendment of subsection (c) of CBJ 69.05.020 set forth in Section 2 of this ordinance shall become effective on July 1, 2022, if the proposition required by Sections 3 and 4 of this ordinance is approved by a majority of the qualified voters of the City and Borough voting on the proposition at the regular municipal election scheduled for October 5, 2021.

(b) Sections 3 and 4 of this ordinance authorizing the submission of the ballot proposition to the qualified voters of the City and Borough, shall be effective 30 days after adoption of this ordinance.

Adopted this _____ day of _____, 2021.

Attest: Beth A. Weldon, Mayor

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: May 24, 2021
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2020-09(AX)

An Ordinance Deappropriating $2,500,000 from the Manager as Funding for the Purchase of a Building at 3225 Hospital Drive, and Appropriating $2,750,000 to the Manager as Funding for the Crisis Stabilization Capital Improvement Project; Funding Provided by Bartlett Regional Hospital Fund's Fund Balance.

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. Deappropriation. There is deappropriated from the Manager the sum of $2,500,000 for the purchase of a building at 3225 Hospital Drive.

Section 3. Appropriation. There is appropriated to the Manager the sum of $2,750,000 as funding for the Crisis Stabilization Capital Improvement Project (B55-080).

Section 4. Source of Funds

Bartlett Regional Hospital Fund's Fund Balance	($2,500,000)
Bartlett Regional Hospital Fund's Fund Balance	$2,750,000

Section 5. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2021.

_____
Beth A. Weldon, Mayor

Attest:

_____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: May 24, 2021
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2020-09(AY)

An Ordinance Transferring $550,000 from CIP H51-116 Marine Park to Taku Improvements/Archipelago to CIP H51-120 Seawalk Major Maintenance and CIP R72-144 South Franklin Sidewalk Safety and Capacity Improvements.

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. Transfer of Appropriation. It is hereby ordered by the Assembly of the City and Borough of Juneau, Alaska, that $550,000 be transferred:

From: CIP

H51-116	Marine Park to Taku Improv/Archipelago	($550,000)

To: CIP

R72-144	S. Franklin Sidewalk Safety and Capacity Improvement	$500,000
H51-120	Seawalk Major Maintenance	$ 50,000

Section 3. Source of Funds.

State Marine Passenger Fees	$550,000

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

Adopted this_____ day of _____, 2021.

_____
Beth A. Weldon, Mayor

Attest:

_____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: May 24, 2021
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2020-09(AZ)

An Ordinance Transferring $500,000 from CIP P47-073 Centennial Hall Renovation Phase 2 to CIP F21-041 Downtown/Glacier Fire Stations Mechanical and Electrical Upgrades.

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. Transfer of Appropriation. It is hereby ordered by the Assembly of the City and Borough of Juneau, Alaska, that $500,000 be transferred:

From: CIP

P47-073	Centennial Hall Renovation Phase 2	($500,000)

To: CIP

F21-041	Downtown/Glacier Fire Stations Mechanical and Electrical Upgrades	$500,000

Section 3. Source of Funds.

General Sales Tax	$250,000
Temporary 1% Sales Tax	$250,000

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

Adopted this_____ day of _____, 2021.

_____
Beth A. Weldon, Mayor

Attest:

_____
Elizabeth J. McEwen, Municipal Clerk

Presented by: AFC
Presented: 05/24/2021
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-20

An Ordinance Amending the Compensation for Assemblymembers, the Mayor, and Certain Boards.

WHEREAS, CBJ Charter 3.10 provides that the Assembly by ordinance shall provide for compensation of the Mayor and other Assemblymembers, and provides further that an increase in compensation shall not take effect no earlier than the assembly meeting following the regular election after the ordinance has been adopted; and

WHEREAS, the compensation currently provided for the Mayor and Assemblymembers has not been adjusted since 1994; and

WHEREAS, Resolution 1974 (1998) established an honorarium of $150.00 per month for Planning Commissioners; and

WHEREAS, the compensation or honorarium currently provided is inadequate and deters some community members from running for elected office and certain CBJ boards like the Planning Commission and Hospital Board of Directors.

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

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City and Borough of Juneau Municipal Code except Section 5 is a non-code provision.

Section 2. Amendment of Section. CBJ 11.15.050 Compensation amount, is amended to read:

11.15.050 Compensation; amount.

(a) The mayor shall be compensated at the rate of $3,500.00 ~~2,500.00~~ per month.

(b) All other assemblymembers shall be compensated at the rate of $750.00 ~~500.00~~ per month.

(c) Per diem payments, reimbursements for expenses, and election of health insurance are not compensation under this section.

Section 3. Amendment of Chapter. Chapter 11.15 Organization, is amended by adding a new section to read:

11.15.060 Compensation periodic review.

(a) *Periodic review*. The Assembly, or a compensation commission appointed by the Assembly, should review the compensation for elected and Assembly-appointed board members every two years.

(b) *Standards for review*. The periodic compensation review should be based upon inflation or cost of living indexes, like the Anchorage CPI or percent changes of unrepresented municipal employee salaries.

(c) *Compensation commission prohibitions*. A member of a compensation commission appointed by the Assembly may neither be employed by the municipality during the term for which they are appointed nor hold elective municipal office during their term or within one year thereafter.

Section 4. Amendment of Article. Article I of Chapter 49.10 Administration and Compliance, is amended by adding a new section to read:

49.10.180. Compensation.

A planning commissioner shall be compensated at the rate of $225.00 per month.

Section 5. Repeal of Resolution. Resolution 1974, A Resolution Establishing the Honorarium to be Granted to Members of the Planning Commission, is repealed.

Section 6. Amendment of Chapter. Chapter 40.05 City and Borough Hospital—Board of Directors, is amended by adding a new section to read:

40.05.080. Compensation.

A member of the hospital board of directors shall be compensated at the rate of $225.00 per month.

Section 7. Effective Date. This ordinance shall be effective on January 1, 2022.

Adopted this _____ day of _____, 2021.

_____
Beth A. Weldon, Mayor

Attest:

_____
Elizabeth J. McEwen, Municipal Clerk

Presented by: HRC
Presented: 05/24/2021
Drafted by: R. Palmer III

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2946

A Resolution Reestablishing the Juneau Human Rights Commission for the Purpose of Amending the Number of Commission Members, and Repealing Resolution No. 2738.

WHEREAS, the Assembly of the City and Borough of Juneau established the Human Rights Commission in 1992, by Resolution No. 1615(am), to address the issue of discrimination and harassment within the City and Borough of Juneau; and

WHEREAS, the Assembly re-established the Commission by Resolution 2209 in 2003, in 2008 with Resolution 2436, and again in 2016 with Resolution 2738; and

WHEREAS, the Assembly's purpose in establishing the Human Rights Commission, as stated in Resolution Nos. 1615(am), 2209, 2436, and 2738 remains unchanged: the Assembly finds discrimination against an inhabitant of the municipality because of any characteristic unrelated to merit is a matter of public concern, threatening the peace, order, health, safety and general welfare of the municipality and its inhabitants; and

WHEREAS, it continues to be the policy of the municipality to eliminate and prevent discrimination and harassment; and

WHEREAS, it is the Assembly's intent to re-establish the Commission without change, except that the Assembly Human Resources Commission passed a motion on April 26, 2021, recommending the Commission's membership increase from five members to seven members.

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

Section 1. Human Rights Commission re-established.

(a) There is established a human rights commission consisting of <u>seven</u> ~~five~~ persons, which shall be known as the City and Borough of Juneau Human Rights Commission.

(1) The Assembly shall appoint members of the Commission to staggered three-year terms. Members shall be selected to provide the most balanced representation possible. A member of the Commission shall be eligible for reappointment.

(b) The Commission is charged to:

(1) Develop educational and informational programs designed to bring about the prevention and elimination of all forms of discrimination, including hate crimes.

(2) Promote harmonious intergroup relations within the City and Borough of Juneau by making connections and enlisting the cooperation of racial, religious and nationality groups, business, community, labor and governmental organizations, fraternal and benevolent associations, education and other groups concerned with human rights.

(3) Examine sources of tension, practices of discrimination, hate crimes, and acts of prejudice in the City and Borough of Juneau.

(4) Advise the Assembly concerning solutions to specific problems of prejudice or discrimination, including hate crimes.

(5) Recommend to the Assembly, action, policies, and legislation to be considered by state and local governments.

Section 2. Procedure. The Commission's procedure shall be governed by the Advisory Board Rules of Procedure, as such may be amended from time to time.

Section 3. Officers, Meetings, Quorum. In accordance with the Advisory Board Rules of Procedure, the Commission shall select its own officers, and shall hold regular meetings on a schedule established by the Commission, as well as such special meetings as required to conduct business. The presence of ~~three~~ four members constitutes a quorum and any action of the Commission requires ~~three~~ four or more affirmative votes to be approved.

Section 4. Staff Assistance. Staff support to the Commission shall be provided by the City Manager as available and appropriate.

Section 5. Repeal of Resolution. Resolution No. 2738, adopted on January 11, 2016, is repealed.

Section 6. Effective Date. This resolution shall be effective immediately after its adoption.

Adopted this _____ day of _____, 2021.

_____
Beth A. Weldon, Mayor

Attest:

_____
Elizabeth J. McEwen, Municipal Clerk

Presented by: COW
Presented: 05/24/2021
Drafted by: R. Palmer III

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2947

A Resolution Repealing and Reestablishing the Assembly Rules of Procedure.

WHEREAS, it is necessary for the orderly conduct of business that rules of procedure be adopted for the Assembly.

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

Section 1. Rules of Procedure. The following rules of procedure are adopted:

RULE 1. AGENDA.

A. Order of Business. At all regular meetings the order of business shall be:

I. Flag Salute
II. Land Acknowledgment
III. Roll Call
IV. Approval of Minutes
V. Manager's Requests for Agenda Changes
VI. Public Participation on Non-agenda Items (Not to Exceed a Total of 20 Minutes, Nor More than Five Minutes for Any Individual)
VII. Consent Agenda
  A. Public Requests for Consent Agenda Changes, Other than Ordinances for Introduction
  B. Assembly Requests for Consent Agenda Changes
  C. Assembly Action
VIII. Ordinances for Public Hearing
  A. Administrative or Committee Reports
  B. Public Hearing
  C. Assembly Action
IX. Unfinished Business
  A. Administrative or Committee Reports
  B. Public Hearing
  C. Assembly Action
X. New Business
  A. Administrative or Committee Reports

B. Public Hearing
C. Assembly Action
XI. Staff Reports
XII. Assembly Reports
A. Mayor's Report
B. Committee Reports
C. Liaison Reports
D. Presiding Officer Reports
XIII. Assembly Comments and Questions
XIV. Continuation of Public Participation on Public Participation on Non-agenda Items
XV. Executive Session
XVI. Adjournment

B. Agenda Preparation. The agenda shall be prepared by the Manager subject to review and revision by the Mayor. The Mayor or the Manager shall brief the Assembly as to any revisions. Other matters may be considered under administrative reports, unfinished business, or new business as applicable.

C. Consent Agenda. The Manager shall include under the consent agenda:

1. Ordinances for introduction;
2. Resolutions;
3. Bid awards requiring Assembly concurrence; and
4. Other items requiring Assembly action which do not involve substantial public policy questions.

The Manager shall include with the agenda such supplemental material or reports as may be necessary to explain each item on the consent agenda and shall include a specific recommendation for Assembly action on each item. Material, reports, and recommendations submitted in writing to each member present and which are available for public inspection prior to the Assembly meeting need not be read aloud, but the minutes shall reflect the Manager's recommendation on each consent agenda item adopted. Upon adoption of a motion to adopt the consent agenda, all consent agenda items subject to the motion are adopted as recommended by the Manager. The motion to adopt may not be amended; provided, upon the request of any member, an item on the consent agenda shall be removed from the consent agenda and placed under the appropriate regular agenda item for Assembly action. A notice or motion for reconsideration or a motion to rescind a consent agenda motion shall contain reference to the specific consent agenda item which is the subject of the notice or motion and only that item shall be affected by the notice or motion.

RULE 2. MEETINGS.

A. Date and Time of Regular Meetings. The Assembly shall regularly meet at 7:00 p.m. every third Monday according to a schedule approved by the Assembly and

published by the Clerk's office. The Assembly may by motion or otherwise change the date of a meeting as may be necessary or convenient.

B. Place of Regular Meetings. Regular Assembly meetings shall be held in the Assembly Chambers at the Municipal Building at 155 South Seward Street, Juneau, Alaska, unless the Assembly, at a preceding regular or special meeting has, by motion or otherwise, designated a different place for a particular meeting.

C. Special Meetings. Special meetings may be called and held as provided by the Charter.

D. Time of Adjournment. Meetings will adjourn at 11:00 p.m. unless extended by a vote of at least six members.

E. Public seating area. People in a meeting room must comply with all laws, including occupancy and public health requirements.

RULE 3. ASSEMBLYMEMBER ATTENDANCE POLICY FOR REGULAR MEETINGS.

A. Excused Absences. Any absence of an Assemblymember from a regular meeting of the Assembly shall be deemed to be unexcused unless the Assemblymember is absent from the meeting as a result of attending to official business on behalf of the City and Borough of Juneau, for extenuating medical reasons, or for other significant cause, in which case the absence shall be deemed to be excused.

B. Attendance Report. Upon request of the Human Resources Committee, the Manager shall direct the Clerk to provide to the Assembly quarterly report*s* on attendance at regular Assembly meetings.

RULE 4. LEGISLATION.

A. Drafting. The Attorney shall draft ordinances and resolutions

1. For presentation to the Assembly only
   (a) by vote or consensus of the Assembly,
   (b) by vote of a standing or ad hoc Assembly committee,
   (c) by request of the Mayor, the Manager, or any member, or
   (d) on the Attorney's own initiative to correct errors not otherwise correctable in any section or to make amendments to Title 01.45 the Conflict of Interest Code, Title 01.50 the Appellate Code, Title 01.60 the Regulation Procedures Code, Title 03.30 the Code Enforcement Code, Title 42 the Penal Code, or any section imposing duties on the Attorney.
2. For presentation to a standing or ad hoc Assembly committee only by vote of the committee, request of its chair, or by direction of the Assembly.

B. Procedure. Upon presentation of an ordinance, any member may move that it be introduced and set for public hearing, referred to committee, deferred, or rejected as provided in Charter section 5.3. If the motion is for referral to committee, the Mayor shall refer the ordinance to the appropriate committee. The Mayor's referral may be changed by a majority vote of the members of the Assembly. If the motion is for introduction, the motion shall set a date for the public hearing. All such motions may be amended.

RULE 5. COMMITTEES.

A. Standing Committees. The Assembly shall have the following standing committees:

1. Committee of the Whole
2. Finance Committee
3. Human Resources Committee
4. Lands, Housing, and Economic Development Committee
5. Public Works and Facilities Committee

Any member of the Assembly may sit with any committee at all times; such member shall have the right to participate in committee discussion except that members of the committee shall have priority in obtaining the floor and only committee members may vote. Reasonable opportunity for the public to be heard shall be allowed at committee meetings other than those designated as work sessions.

B. Special Committees. The Assembly shall have such special committees as may be considered necessary. Special committees automatically terminate upon completion of the committee's assignment.

C. Selection, Process and Duties of Committees of the Assembly.

1. Standing Committees.

(a) With the exception of the Committee of the Whole, the Finance Committee, and the Human Resources Committee in proceedings pursuant to Rule 5(C)(2)(f), there shall be not more than four Assemblymembers appointed to each standing committee of the Assembly. Each Assemblymember will be appointed to at least one, but not more than three, standing committees, in addition to the Finance Committee and the Committee of the Whole.

(b) Nominations for standing committee appointments and for the position of chair of each such committee shall be made by the Mayor, and shall be subject to ratification by the Assembly. In making nominations for committee appointments, the Mayor shall strive to ensure, to the extent reasonably possible, that there is a balance and diversity of opinion, viewpoints, and perspective among the Assemblymembers nominated for committee

membership, and that there is at least one Assemblymember nominated for appointment to each committee who has expertise in the areas assigned to the committee.

(c) Each year following the regular municipal election, all Assemblymembers will be given an opportunity to indicate in writing which of the standing committees they request to serve on. At least two of the nominations for appointment for each standing committee shall be made from those Assemblymembers, if any, who have requested to serve on the committee for which the appointments are to be made. The nomination for membership and chair positions shall be made by the Mayor and ratified by the Assembly within seven days of the first meeting after the certification of the regular municipal election each year. All committee members shall be appointed to serve for a term expiring upon ratification by the Assembly of the committee appointments following the next regular municipal election. All committee members serve at the pleasure of the Assembly.

(d) A standing committee may at the call of its chair or the vote of its membership take up any matter within the scope of its charge established by these rules and not pending as legislation authorized by the Assembly. Matters not within the scope of any standing committee, or within the scope of more than one standing committee shall be assigned by the Mayor.

(e) Each committee shall refer information to and coordinate activities with other appropriate committees. Issues referred to another committee and any directions to the Manager must have the concurrence of a majority of the committee members.

2. Human Resources Committee. The Human Resources Committee may take up issues relating to the health and well-being of Juneau citizens and their participation in local government. The duties of the Human Resources Committee shall include:

(a) Nominating citizens to all CBJ boards and commissions. Appointment to such bodies shall be made by the full Assembly;

(b) Making recommendations to the full Assembly regarding the issuance, renewal, or transfer of liquor licenses, restaurant designation permits, and marijuana licenses;

(c) Reviewing and proposing amendments to these Rules;

(d) *Reserved;*

(e) Overseeing Juneau's relations with its sister cities;

(f) Membership for Certain Appointments. The Human Resources Committee shall meet as needed to recommend appointments to the Planning Commission, the Hospital Board, the Ski Area Board, the

Docks and Harbors Board, and the Airport Board. The Mayor and all Assemblymembers shall serve as members of the Committee and the Human Resources chair shall serve as chair at these meetings.

3. Finance Committee. The Finance Committee may take up issues relevant to the fiscal status of the CBJ. The Mayor and all Assemblymembers shall serve as members of the Finance Committee. The duties of the Finance Committee shall include:

   (a) Review of the Manager's proposed budget and recommendations to the Assembly for a final budget;

   (b) Review of the fiscal policies of the CBJ as deemed necessary by the committee.

4. Committee of the Whole. The Committee of the Whole may take up those issues within the jurisdiction of multiple committees and those warranting detailed review prior to consideration by the Assembly. The Mayor and all Assemblymembers shall serve as members of the Committee of the Whole. Generally, the rules of the Assembly shall be followed in the Committee of the Whole, provided that, at the discretion of the chair, the rules may be relaxed and the rules relating to participation by the presiding officer and the number of times a member may speak shall not be in effect unless otherwise ordered by a majority of the committee. In preparing the committee agenda, the chair shall consult with the Mayor.

5. Lands, Housing, and Economic Development Committee. The Lands, Housing, and Economic Development Committee may take up issues relevant to the lands, housing, economic development, water or air within the City and Borough. The duties of the Lands, Housing, and Economic Development Committee shall include recommendations to the Assembly regarding:

   (a) The preparation and revision of a land management plan and the acquisition and disposal of CBJ lands;

   (b) The administration of the lands fund and the mineral holdings of the CBJ;

   (c) Implementation of the Long Range Waterfront Development Plan, and issues relating to use and development of the CBJ waterfront;

   (d) Promotion of improved housing availability in the City and Borough; and

   (e) Promotion of a vibrant and diverse local economy.

6. Public Works and Facilities Committee. The PWFC may take up issues relevant to the infrastructure of CBJ, including transportation and utilities. The duties of the PWFC shall include:

   (a) Making recommendations to the Assembly regarding the capital improvement program required by Charter section 9.2 and other capital improvement plans and lists;

   (b) Advising each newly elected Assembly of unfinished capital projects to be continued;

   (c) Making recommendations to the Assembly regarding the preparation and revision of an areawide transportation plan;

   (d) Making recommendations related to energy efficiency, renewable resources, waste reduction and recycling, global warming and green building.

7. Special Committees. Nominations for special committee appointments and the chair position of each special committee shall be made by the Mayor, and shall be subject to ratification by the Assembly. In making nominations for special committee appointments, the Mayor shall strive to ensure, to the extent reasonably possible, that there is a balance of opinion, viewpoints, and perspective among the Assemblymembers nominated for committee membership, and that there is at least one Assemblymember nominated for appointment to each such committee who has expertise in the areas assigned to the committee. All members shall serve at the pleasure of the Assembly.

D. *Reserved.*

E. Quorum of Committees. For the Committee of the Whole and the Finance Committee, a majority of the membership shall constitute a quorum. For committees with seven or eight members, four of the membership shall constitute a quorum, for committees with five or six members, three of the membership shall constitute a quorum. For committees with four or fewer members, two of the membership shall constitute a quorum for the transaction of business.

F. Voting. The minimum vote required to take official action shall be the same as that constituting a quorum; provided, however, that in the case of a tie vote, the action fails.

RULE 6. ASSEMBLY LIAISONS TO BOARDS AND COMMISSIONS.

A. Appointment of Liaisons. The Mayor shall nominate one member of the Assembly to serve as the liaison to each of the following City and Borough boards and commissions:

Planning Commission
Hospital Board
Docks and Harbors Board
Airport Board
School Board
Ski Area Board
Aquatics Board

The nominations shall be subject to ratification by the Assembly. Liaisons to other entities may be appointed from time to time.

B. Role of Liaison. Assembly liaisons serve as a link between the Assembly and the board or commission to establish and maintain communication between the bodies on issues, projects, and other matters of mutual concern and interest. Assembly liaisons are not required to regularly attend board or commission meetings; but if they do, they shall not have the power to vote on the board or commission, and are not to be counted in determining whether a quorum of the board or commission is present.

C. Other Meetings. The Assembly encourages its members to attend meetings of other boards, commissions, and citizen groups and inform the Assembly on the activities of those bodies and the issues before them, as appropriate.

RULE 7. DEBATE.

A. Speaking on the Question. A member or the Manager may speak more than once to the same question at the same stage of proceedings provided that priority of access to the floor shall be given to members who have not spoken on the question. Members shall endeavor to provide the body with relevant facts and arguments and shall strive to avoid redundancy.

B. Asking Questions. After obtaining recognition from the chair, a member may ask direct questions of another member of the Assembly or to a person appearing before the Assembly. The questions may not be argumentative.

C. Decorum. Members shall not question the motives, competency or integrity of any person except as necessary to decide an appeal, personnel evaluation, contract award, or other matter in which such issues are clearly relevant. The chair shall admonish any member violating this rule and if violations are severe or repeated, may without a vote declare a recess not to exceed ten minutes.

RULE 8. RULES OF PUBLIC PARTICIPATION.

When permitted by Rule 14, public participation during hearings on ordinances and matters other than appeals will be conducted according to the following rules, which will be posted in the Assembly Chambers:

A. The hearing will be conducted by the Mayor as chair.

B. The Mayor will open the hearing by summarizing its purposes and reemphasizing the rules of procedure.

C. The Mayor may set a time limit for public testimony, for individual speakers, or both if it appears necessary to gain maximum participation and conserve time, and may for the same reason disallow all questions from the Assembly to members of the public. The time limit may be extended by a majority of the Assembly. The time limit for individual speakers shall be uniform for all speakers, and shall be strictly enforced. Speakers shall not have the right to transfer their unused time to other speakers, but the Mayor may grant additional time to a person speaking on behalf of a group present in the chambers.

D. Citizens will be encouraged to submit written presentations and exhibits. Material submitted to the Manager's office more than three business days before a meeting and comprising ten pages or less will be eligible for copying for that meeting. Material submitted less than three days before a meeting will be distributed by the Clerk at the meeting provided that the submission includes at least 15 copies.

E. The Mayor will set forth the item or subject to be discussed and will rule non germane comments out of order.

F. All speakers, public, and members of the Assembly will be recognized by the chair by surname.

G. Members of the public will precede their remarks by stating their names and, unless otherwise allowed by the Mayor, their place of residence.

H. Members of the Assembly will not direct questions to each other or to the chair during public participation except as to the conduct of the hearing.

I. Members of the Assembly may direct questions to members of the public only to obtain clarification of material presented. The questions may not be argumentative, nor may they have the purpose or effect of unreasonably extending any time limit applicable to public speakers.

J. The public may direct questions to the Assembly or the administration. The questions may not be argumentative.

K. The public may direct questions to the chair only as it pertains to the conduct of the hearing.

L. The Manager may participate in the same manner as the members of the Assembly.

M. There shall be an opportunity for public participation on non-agenda items at each regular meeting of the Assembly. Such public participation shall be limited to no more than 20 minutes, with each speaker limited to a length of time set by the Mayor not to exceed five minutes. Assemblymembers may ask questions of the speaker, but shall not deliberate at that time on matters raised, or answer questions directed to the members.

RULE 9. MOTIONS.

A. Seconds. Seconds to motions are not required.

B. Renewal of Defeated Motions. Defeated motions may be renewed only under suspension of the rules.

C. Priority of Privileged Motions. Privileged motions shall have the following priority:

1. Fix time to adjourn
2. Give notice of reconsideration
3. Adjourn
4. Recess
5. Question of privilege of the body
6. Question of personal privilege

RULE 10. CLERICAL ERRORS.

Clerical errors that do not affect the substance of an ordinance or resolution, such as errors in numbering or errors in spelling, may be corrected by the Attorney upon discovery of the error.

RULE 11. VOTE REQUIRED.

The affirmative vote of five members of the Assembly shall be sufficient to take any action except as otherwise provided by Charter or ordinance, and except in the following instances which require the affirmative vote of at least six members:

A. Limiting, extending, or closing debates;

B. Suspension of the rules;

C. Setting of or postponement of special orders;

D. Objection to consideration of question;

E. Motion for immediate vote (previous question);

F. Rescind; and

G. To take up a motion for reconsideration at the meeting at which the action to be reconsidered was taken.

RULE 12. PARLIAMENTARIAN.

The Attorney shall act as the parliamentarian.

RULE 13. SESSIONS.

Each regular or special meeting of the Assembly constitutes a session for purposes of the rules.

RULE 14. PUBLIC PARTICIPATION CONFINED TO THAT AGENDA ITEM.

No person except a member or the Manager may participate in Assembly proceedings except as provided in the agenda item for public participation and except that the Attorney or Clerk may comment on professional or procedural aspects. Public participation shall be permitted on a motion to recess into executive session prior to the vote on such a motion. Public participation shall be permitted on all items on the agenda, except for meetings advertised as work sessions only, but shall not be permitted on items before the body for information or scheduling purposes except to the extent such public participation concerns scheduling only.

RULE 15. RECONSIDERATION.

A. What May Be Reconsidered. Main motions, amendments to main motions, privileged motions involving substantive questions, and appeals are subject to reconsideration. Procedural motions may not be reconsidered.

B. Who May Reconsider. Any member, whether or not that member voted on the prevailing side, may give notice of or move for reconsideration.

C. Effect of Notice. The effect of giving notice of reconsideration is to suspend all action on the subject of the notice until a motion for reconsideration is made and acted upon or until the time within which the motion for reconsideration may be made and acted upon has expired.

D. Time in Which Notice Must Be Taken Up. A notice of reconsideration expires unless a motion for reconsideration is made and acted upon prior to adjournment of the next regular meeting succeeding the meeting at which the action to be reconsidered occurred.

E. Successive Reconsideration. There may be only one reconsideration even though the action of the Assembly after reconsideration is opposite from the action of the Assembly before reconsideration.

F. Precedence. A motion for reconsideration has precedence over every main motion and may be taken up at any time during the meeting when there is no other motion on the floor.

G. Effect. A motion for reconsideration completely cancels the previous vote on the question to be reconsidered as though the previous vote had never been taken.

RULE 16. REMOTE ~~TELEPHONIC~~ PARTICIPATION.

A. A member may participate remotely ~~via telephone~~ in an Assembly meeting, or an Assembly Committee meeting, if the member declares that circumstances prevent physical attendance at the meeting. If the Mayor chooses to participate remotely ~~via telephone~~, the Deputy Mayor shall preside.

B. No more than the first three members to contact the Clerk regarding remote ~~telephonic~~ participation in a particular meeting may participate remotely ~~via telephone~~ at any one meeting.

C. The member shall notify the Clerk and the presiding officer, if reasonably practicable, at least four hours in advance of a meeting which the member proposes to attend remotely ~~by telephone~~ and shall provide the physical address of the location, the telephone number, and any available facsimile, email, or other document transmission service.

D. At the meeting, the Clerk shall establish the remote ~~telephone~~ connection technology when the call to order is imminent.

E. A member participating remotely ~~by telephone~~ shall be counted as present for purposes of quorum, discussion, and voting.

F. The member participating remotely ~~by telephone~~ shall make every effort to participate in the entire meeting and must have video turned on except during breaks. From time to time during the meeting the presiding officer shall confirm the connection.

G. The member participating remotely ~~by telephone~~ may ask to be recognized by the presiding officer to the same extent as any other member.

H. To the extent reasonably practicable, the Clerk shall provide backup materials to members participating remotely ~~by telephone~~.

I. If the remote technology ~~telephone~~ connection cannot be made or is made then lost, the meeting shall commence or continue as scheduled and the Clerk shall attempt to establish or restore the connection, provided that if the member participating remotely ~~by telephone~~ is necessary to achieve a quorum, the meeting

shall be at ease, recess, or adjourn as necessary until the remote ~~telephone~~ connection is established or restored.

J. Meeting times shall be expressed in Alaska time regardless of the time at the location of any member participating remotely ~~by telephone~~.

K. Participation remotely ~~by telephone~~ shall be allowed for regular, special, and committee meetings of the Assembly.

L. Remarks by members participating remotely ~~by telephone~~ shall be transmitted so as to be audible by all members and the public in attendance at the meeting, provided that in executive session the remarks shall be audible only to those included in the executive session.

M. Any member of the public present with the member participating remotely ~~by telephone~~ shall be allowed to speak to the same extent the person was ~~he would if~~ physically present at the meeting.

N. As used in these rules, "remote" ~~"telephone"~~ means any system for synchronous two-way voice communication (i.e. telephone) or video conferencing technology. If a member needs to participate remotely, video conferencing technology is preferred. "Mayor" includes the Acting Mayor or any other member serving as chair of the meeting.

O. Regular and special meetings of the following entities must be recorded and live broadcast in a manner that is reasonably calculated to provide meaningful remote public observance and participation, when allowed, of the public meeting:

i. Assembly
ii. Assembly Standing Committees
iii. Planning Commission
iv. Hospital Board
v. Docks and Harbors Board
vi. Airport Board
vii. Ski Area Board
viii. Systemic Racism Review Committee

Any other board, commission, or committee meeting with anticipated substantial public interest should be recorded and live broadcast in a manner that is reasonably calculated to provide meaningful remote public observance and participation, when allowed, of the public meeting.

RULE 17. ADOPTION OF ROBERT'S RULES OF ORDER.

The conduct of the meetings of Assembly shall be governed by the Mayor according to Robert's Rules of Order, 11th Edition, except as otherwise provided by Charter, law, or these rules.

Section 2. Repeal of Resolutions. Resolutions No. 2939 and No. 2862 are repealed.

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

Adopted this ____ day of _____, 2021.

_____
Beth A. Weldon, Mayor

Attest:

_____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: 05/24/2021
Drafted by: R. Palmer III

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2950

A Resolution Ratifying the Labor Agreement between the City and Borough and the International Longshore and Warehouse Union AFL-CIO, Healthcare Unit 2201.

WHEREAS, the negotiating team representing the City and Borough has reached a tentative agreement with the negotiating team representing the employees of Bartlett Regional Hospital; and

WHEREAS, the union representing those bargaining unit employees has put the tentative agreement out to vote by bargaining unit members for ratification; and

WHEREAS, the Assembly action to ratify the tentative agreement is conditioned upon union ratification of the tentative agreement; and

WHEREAS, the economic terms include a 2 percent increase to the pay schedule in fiscal year 2022, a 2 percent increase in fiscal year 2023, and a 1 percent increase in fiscal year 2024; and

WHEREAS, the economic terms also include a one-time $1,000.00 lump sum bonus payment for full-time employees employed on June 1, 2021, or a $500.00 lump sum bonus payment for part-time, casual, or PRN employees employed on June 1, 2021; and

WHEREAS, CBJ 44.10.120 requires that the tentative agreement be presented to the Assembly for ratification by resolution.

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

Section 1. The proposed labor agreement between Bartlett Regional Hospital and the International Longshore and Warehouse Union AFL-CIO, Healthcare Unit 2201, is hereby ratified by the Assembly.

Section 2. Effective Date. This resolution shall be effective immediately after its adoption.

Adopted this _____ day of _____, 2021.

_____
Beth A. Weldon, Mayor

Attest:

_____
Elizabeth A. McEwen, Municipal Clerk

Bartlett Regional Hospital

3260 Hospital Drive, Juneau Alaska 99801 907.796.8900 www.bartletthospital.org

Date: May 17, 2021

To: City and Borough of Juneau Assembly

Thru: Duncan Rorie Watt
City Manager

From: Dallas Hargrave
Human Resource Director

Re: Request for Ratification of ILWU Tentative Agreement and to Apply Terms to Unrepresented Employees.

Bartlett Regional Hospital representatives and the International Longshore and Warehouse Union (ILWU), Health Care Unit 2201, reached tentative agreement on a three-year collective bargaining agreement on April 29, 2021. The contract will take effect on January 1, 2021 and conclude on December 31, 2023. Monetary terms will be implemented on the pay period for the first payday after July 1, 2021.

The Health Care Unit 2201 is currently in the process of voting to ratify the tentative agreement. This request is for ratification of the tentative agreement and is conditioned on ILWU ratification of the tentative agreement.

The tentative agreement contains annual cost of living increases to the pay schedule for the three years of the contract. In addition, there were some operational changes which do not have a monetary impact. I have attached a summary sheet of changes for your review.

Economic Changes:

All economic terms will be effective the first payday of the relevant fiscal year.

Wages and Pay:

FY2022: The parties bargained a 2% increase to the pay schedule that is effective the first payday in July 2021.

The parties additionally agreed to a one-time lump sum payment of $1000 per full time employee and $500 for each part time, casual, and PRN employee who is employed on June 1, 2021 to be paid the first payday in July 2021.

FY2023: The parties bargained a 2% increase to the pay schedule that is effective the first payday in July 2022.

FY2024: The parties bargained a 1% increase to the pay schedule that is effective the first payday in July 2023.

Health Insurance

There are no substantive changes to the Health Insurance provisions. Employees will contribute toward their chosen health insurance tier at the same rate as employees of the City and Borough of Juneau. The employer contribution rate is not set in the collective bargaining agreement.

Summary of Economic Terms:

	Estimated Cumulative Additional Costs Bargaining and Non-Represented (including 30% benefits estimate in wages)	
	Wages	**Lump sum**
FY 2022	$978,000	$570,000
FY 2023	$2,035,000	
FY 2024	$2,636,000	
Total	$6,219,000	

Operational Changes:

There were operational changes that involved clarifying language and adding or subtracting terms of the Collective Bargaining Agreement. These changes are summarized in the attached document.

Conclusion:

Overall contract negotiations were constructive and productive. HR Director Dallas Hargrave, Chief Operations Officer Billy Gardner, Chief Behavioral Health Officer Bradley Grigg, Surgical Services Director Jim Jurrens, and HR Manager Cindy Carte participated on the bargaining team on behalf of Bartlett Regional Hospital.

Request for Action:

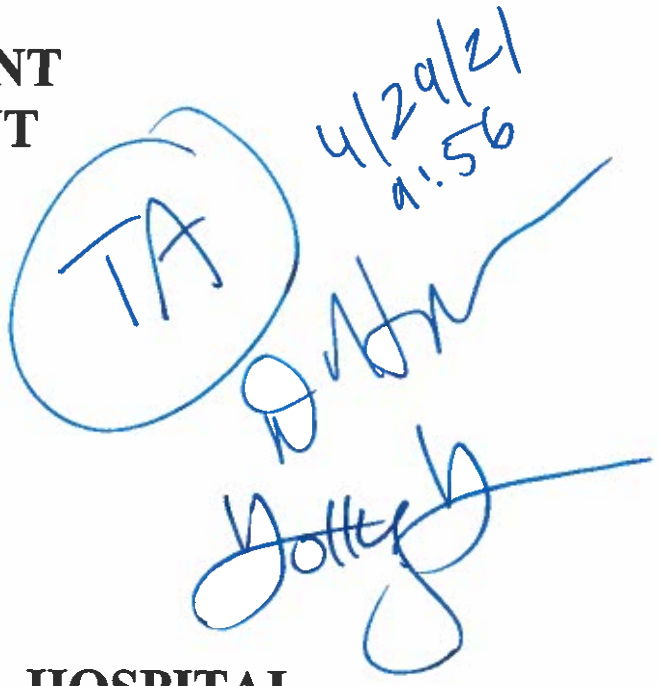
On behalf of Bartlett Regional Hospital, I respectfully request that the Assembly ratify the terms of this three-year contract, conditioned on ratification by ILWU. Upon Assembly and union ratification, Bartlett Regional Hospital will apply the same economic terms to non-represented positions that do not otherwise have an employment agreement in place.

Summary of Changes
BRH/ILWU Tentative Agreement
May 5, 2021

Article	Summary of Changes
Preamble	No changes
1 - Recognition	No changes
2- Union Security	Update language to align with the US Supreme Court *Janus* case, which gives bargaining unit members the option to pay or not pay union dues.
3 – Check/Off Dues	3.011: Clarification of current practice of when bargaining unit members can opt out of paying union dues. 3.06: Adding a provision that allows the union to open discussions regarding replenishing the union leave bank if the balance gets below $7000.
4- Mgt. Rights	No changes
5 – Compliance with Laws	No changes
6 – Hiring and Seniority	6.01: Requirement for employer to provide new employees with rate of pay. 6.02: Further clarification of the definition of the probationary period. 6.021: An employee who obtains permanent status in one job class and becomes probationary in another job class is permanent with the organization and has rights to the grievance process if terminated. 6.023: Clarification regarding probationary status when changing job classes. 6.025: Allows a transfer to a different position while on probation if the transfer is in the best interest of the employer.
7 – Uninterrupted Patient Care	No changes
8 – Grievance Procedure	8.04: Language change regarding representation if not dues paying member related to Janus
Article 9 – Hours of work	9.02: Clarification regarding innovative work agreement. 9.0411: Premium pay not applicable for situations where employee's schedule changes to their advantage.
10 – reserved	
11 – Wages	11.041: Housekeeping language changes to articulate current practice for step placement for rehiring previous employees. 11.05: Change of 30 to 15 days for notice to union of changes of positions. 11.08: Housekeeping change to make easier to understand. 11.11: Documenting charge pay that is already occurring. 11.13: Updating certification pay language to provide clarification. 11.171: Incorporating float pay guidelines into CBA.
12 – Employee Evaluations	No changes
13 – Floating/shift rotations	No changes

14 – Jury/Witness Duty	No changes
15 – Conscientious Objection	No changes
16 – Holidays	No changes
17 – Personal Leave	Housekeeping changes
18 – Other paid leave	Articulating deadlines for education leave and professional leave.
19 – Leaves of Absence	No changes
20 – FMLA	No changes
21 – Health Exams	Housekeeping language change to reflect requirements for health screening
22 – Confidential Information	No changes
23 – Union access/bulletin boards	No changes
24 – Discipline/ Employee Responsibilities	No changes
25 – Patient Transport	Employee doing patient transport will be paid for time worked, and a minimum of eight hours a day. Employer will pay for expenses and lodging for travel.
26 – Health & Welfare	No changes
27 – Pensions	No changes
28 – Misc Deductions	Remove article—no longer relevant.
29 – Savings Clause	No changes
30 – Conclusion of Bargaining	No changes
31 – Term of Agreement	3-year contract starting on January 1, 2021
32 – Labor Management Committee	Provision to formalize a process for HR and union to meet to work through issues.
Appendix A	Wage increases over three years: 2%, 2%, 1%. $1000 lump sum for full time employees; $500 lump sum for part time, casual, or PRN

EMPLOYMENT AGREEMENT



By and Between

BARTLETT REGIONAL HOSPITAL

and

HEALTHCARE UNIT 2201

January 1, 2021~~18~~ through December 31, 2023~~20~~

This Agreement is made and entered into by and between Bartlett Regional Hospital, herein after referred to as the "Employer", and the Healthcare Unit 2201, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the understanding reached between the Parties with respect to wages, hours of work, and conditions of employment.

ARTICLE 1 – RECOGNITION

1.01 Bargaining Representative. The Employer recognizes the Union as the sole and exclusive bargaining representative for its full time, part-time, PRN and casual employees employed by the Employer in its administrative services, nursing services, dietary services, environmental services, behavioral health services and professional services departments; excluding supervisory administrative/management positions, confidential positions and all other employees.

ARTICLE 2 - UNION SECURITY

2.01 Union Membership. Union members in good standing are those eligible employees who have elected to authorize and direct BRH to deduct union dues in support of the Union, or who otherwise contribute to the Union and are recognized by the Union as members in good standing. All members in good standing, whether full-time, part-time, PRN, or casual employees, will have grievance representation as a benefit of their membership. Dues or agency fees are to cover the cost of representing members of the bargaining unit in contract negotiations and grievances. Those members who decline paying dues will cover the Union's cost of the expenses incurred. ~~It shall be a condition of employment that all full time, part-time, *and PRN* employees, as defined herein, become and remain members in good standing with the Union, or pay an agency fee to the Union not to exceed the amounts required for initiation and monthly dues. The Union owes the same responsibility of representation to all covered bargaining unit members without respect to membership in the Union. The necessity of the dues or agency fee is to reimburse the union for the expense of representing all members of the bargaining unit.~~ Membership~~It~~ shall become effective by the thirty-first (31st) day following their first day of employment or the thirty-first (31st) day following the execution of this Agreement, whichever occurs later. ~~as a condition of continued employment.~~

~~**2.011 Religious Objection.** Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a labor organization shall not be required to join or financially support the Union but, in the alternative, shall be required to pay a monthly amount equal to the monthly dues of the Union. Such funds will be donated to a charitable fund of the union's choosing exempt from taxation under Section 501 (c)3 of the Internal Revenue Code. These religious objections and decisions as to which fund will be used must be documented and declared in writing.~~

2.0~~12~~12 PRN and Casual Dues. PRN and Casual employees in the bargaining unit may~~shall be required to~~ pay dues/agency fee for each pay period in which they work thirty-six (36) hours or more in a bargaining unit position.

~~2.02 **Failure to Comply.** The dismissal of any employee for failure to comply with the provisions of Article 2 and/or Article 3.06 shall be on written notice from the Union to the Employer and the employee setting forth the reason for his or her delinquent status and allowing five (5) consecutive work days or seven (7) calendar days, whichever is shorter, from receipt of such notice to bring his or her membership status into good standing.~~

2.03 Hold Harmless. The Union agrees to hold the Employer harmless from any liability whatsoever which might ensue as a result of actions to enforce this Article.

ARTICLE 3 - CHECK-OFF OF UNION DUES AND INITIATION UNION LEAVE HOURS

3.01 Payroll Deductions. Upon receipt by the Employer of a check off authorization form dated and executed by the employee, the Employer shall each pay period deduct from the employee's wages the amount of the Union membership dues or agency fee owed for that pay period pursuant to the provisions of Article 2. Monthly, the Employer shall forward a copy of signed check-off authorization forms to the Union.

3.011 Cancellation of Deductions. Payroll deduction authorizations for dues or agency fees may be canceled by the bargaining unit member anytime within the 15-day window each year, from June 1 to June 15, and will be effective within~~upon~~ thirty (30) days written notice to the Employer and the Union. ~~The cancellation of pay deduction does not relieve that employee from the requirement of Article 2.01.~~

3.02 Transmittal. The total amount of such deductions shall be transmitted at least once each month by the Employer to the Local Union by check drawn to the order of the Local Union. In conjunction with transmitting deductions to the Union, the Employer agrees to provide a complete list of employees upon whose behalf deductions were made and the amount deducted for each and every bargaining unit employee regardless of whether or not deductions were made for that employee.

3.03 Method of Deductions. In the event an employee does not have the total amount of any deduction, or more, dues on any payroll from which the deduction is to be made, the deduction shall be taken out of the next succeeding payroll in which the employee has the total amount, or more, due. Authorized deductions for government taxes, garnishments, and deductions required by law shall have priority over deductions covered by the Article.

3.04 Hold Harmless. Upon the issuance of such check and transmission of same to the Union, all responsibility on the part of the Employer shall cease with respect to any amount so deducted, providing the deduction was made in accordance with the Union dues requirement which the Union shall furnish to the Employer. The Union hereby undertakes to indemnify and hold harmless the Employer from any claim which may be made upon it for or on account of such deduction from the wages of any employee.

3.05 Bargaining Unit Roster. Monthly, the Employer will provide the Union with the names, addresses, status, rate of pay and classification of all employees within the bargaining unit. The Union will be sent an electronic copy of the personnel action forms for members of the bargaining unit at time of processing of personnel changes, excising therefrom the employee's social security number, date of birth and any other privileged information. Quarterly, the Employer will provide a list of new hires, terminations and employees entering the bargaining unit, as well as a report showing individual employee benefit and review hours used to determine advancement on the personal leave accrual and wage scale.

3.06 Union Leave Bank. There is hereby created a Union Leave Bank which shall be administered by the Employer with a monthly report of the balance and withdrawals provided to the Union. The Bank shall be established by an automatic transfer of 8 hours of Personal Leave from each new bargaining unit member who authorizes such deduction in writing. As a condition of good standing with the Union, such bargaining unit members shall donate 8 hours of Personal Leave when the bargaining unit member's balance is 8 hours or more and such leave shall be transferred to the Bank. Any bargaining unit member at his/her option may transfer Personal Leave in increments of four (4) hours only to the Bank. Transfers may be made at any time during the duration of the Agreement with no maximum limit on the number of increments, provided such leave transfers shall not conflict with the leave usage requirement of Article 17.06. The bargaining unit member's leave balance will be reduced by the amount of leave transferred to the Bank.

A Union approved assessment may transfer Personal Leave in increments of whole hours to the Bank. Such assessment is limited to once per calendar year. If the Union Leave Bank balance becomes lower than $7,000, the Employer shall notify the Union, and the Union may open discussions with the employer regarding potential opportunities to replenish Union Leave Bank.

3.061 Union Personal Leave Assessments. Personal Leave assessments from new bargaining unit members and donated Personal Leave will be converted to its dollar value at the rate of pay of the bargaining unit member from whom the leave was received. Those dollars shall be placed in the Union Leave Bank. When Union Leave is used in accordance with the other provisions of this section, dollars will be withdrawn from the Union Leave Bank equal to the hourly rate of the bargaining unit member utilizing the leave times the hours of leave taken.

3.062 Union Leave Usage. Withdrawal requests from the Bank will be for purposes of compensation of bargaining unit members for absences due to contract negotiations and formulation, meetings, conventions, training sponsored by the Union, attendance at arbitration or other hearing as witnesses or representatives for the Union, and other like purposes as may be determined by the Union. Requests for withdrawals from the Bank shall be made only by the President or Treasurer of the Union or such other person as designated by the Union to the Payroll department on forms mutually agreed by the parties. The original leave slip shall be presented to the Union by the bargaining unit member and must accompany all requests for withdrawal from the Bank. All Personal Leave transferred to the Bank is final and not recoverable for re-credit to an individual's Personal Leave account.

3.063 Insufficient Union Leave. The purposes listed in 3.062 may first be met through use of

the Union Leave Bank. Should there be insufficient money available through the Union Leave Bank, the Employee may request Personal Leave or leave without pay for purposes listed in 3.062.

ARTICLE 4 - MANAGEMENT RESPONSIBILITIES

4.01 Management Obligations. The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies.

4.02 Management Rights. The Union further recognizes the right of the Employer to operate and manage the hospital and to direct the work force including but not limited to the right: to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods, equipment and procedures; to contract for facilities, equipment, supplies and services; to determine staffing requirements; to determine the kind and location of facilities; to determine that a state of emergency exists at the hospital and to declare such; to determine whether the whole or any part of the operation shall continue to operate; to select, recruit, examine, hire and train employees; to promote and transfer employees; to discipline, demote or discharge employees for just cause, provided however, the Employer reserves the right to discharge any employee deemed to be incompetent based upon reasonably rated established job criteria and exercised in good faith; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies; provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

4.03 Extension of Management Rights. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function, nor to act in any way to derogate or limit the rights reserved to management under City/Borough of Juneau Ordinance 44.10.130. All matters not covered by the language of this Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine, subject to other terms of this agreement.

ARTICLE 5 - COMPLIANCE WITH LAWS

5.01 Nondiscrimination. The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination.

5.02 Background Checks. The Hospital will comply with all State and Federal regulations.

ARTICLE 6 - HIRING AND SENIORITY

6.01 New Employee Orientation. The objectives of orientation shall be to familiarize all new employees within the bargaining unit with the objectives and philosophy of the hospital, to orient new employees to hospital policies and procedures, and to instruct new employees as to their functions and responsibilities as defined in job descriptions. Orientation will consist of a basic comprehensive program in which the employee will be oriented through a combination of instructional conferences, floor and/or shift work. The Union will be provided a specific time slot during New Employee Orientation to orient the new employees in bargaining unit positions on the Union and its internal organization. The Union shall provide the new employee with a copy of the collective bargaining agreement, including the applicable wage schedule, the Union's Dues Deduction Authorization Form and a packet of information regarding the Union. The Union will provide copies of these documents to the Employer. The Employer shall provide each employee with a rate of pay and be available to the employee to answer questions regarding how their pay fits into their job classification and the wage schedule.

6.02 Probationary Period. The probationary period is a part of the examination process for employees. The probationary period is used for orienting and training the employee, closely observing and evaluating the employee's performance, and separating an employee who fails to satisfactorily complete the probationary period, as decided by the department director based on any lawful judgment, whether or not objective. All newly hired full time employees shall be required to pass through a probationary period of six (6) calendar months, and all newly hired part-time, PRN, casual, and other employees shall be required to pass through a probationary period of 1040 hours of work from their first day of employment. Following a successful completion of the employee's probationary period, the employee shall attain permanent status.

6.021 Termination of Employee during Probationary Period. During the probationary period, an employee may be separated from employment ~~terminated~~ without recourse to the grievance procedure. The employee during the probationary period shall not be required to give fourteen (14) day notice to terminate. Once the initial probationary period is complete, the employee has attained permanent status. An employee with permanent status who becomes probationary under Article 6.023, who is terminated for cause from employment outside of the process in 6.023(c), shall have rights to the grievance procedure in this agreement.

6.022 Evaluation of the Employee during the Probationary Period. Each employee during the probationary period will receive periodic feedback from his or her supervisor regarding the employee's progress toward gaining permanent status.

6.023 Changes in Position Classification.

(a) Upon promotion, the employee shall be required to serve a new probationary period in accordance with 6.02.

(b) An employee who is promoted to a higher-level position in the same class series prior to the

completion of a probationary period shall complete the probationary period in the lower job class by acceptable or better performance, as determined by the Employer, in the higher job class. The employee shall be considered as having permanent status in the lower classification at the end of the applicable probationary period following appointment to the position in that classification and shall complete the full probationary period in the higher class, provided the employee's performance at the higher level is acceptable or better, as determined by the Employer.

(c) An employee with permanent status who becomes probationary because of a promotion, appointment to an unrelated classification at the same salary range, or voluntary demotion to a classification not formerly held, and fails to complete the new probationary period will be returned to the most recent previous job classification in which permanent status was held providing a vacancy exists.

If a vacancy does not exist in the most recent previous classification in which permanent status was held, the employee will be placed on layoff status for the last job classification that the employee held permanent status.

6.0243 Extension of Probationary Period. Where an employee is not successfully completing the probationary period, the Employer may, extend the probationary period for a period or periods of not more than six (6) months. The Union shall be given notice of the extension in writing or by email.

6.0254 Transfer During Probationary Period. No Employee may transfer to a different position, department or unit during his/her probationary period unless indicated by business considerations or ~~patient-care needs~~such a transfer is determined by the Employer to be in the best interest of the Employer.

6.03 Employee Status Definitions. The following employee status definitions shall apply:

6.031 Full time Employee. A full time employee is one who is regularly scheduled thirty-six (36) or more hours during a seven (7) day period, or seventy-two (72) or more hours in a fourteen (14) day period.

6.0311 Full time Seasonal Employee. A full time seasonal employee is one who agrees to work 576 hours annually, and who requests in writing and is granted a leave of absence without pay for the remainder of the year. A full time seasonal employee will be eligible for participation in the Pension Program as defined in Article 27.01. Full time seasonal employees do not receive or accrue any other fringe benefits.

6.032 Part-Time Employee. A part-time employee is one who is regularly scheduled at least sixteen (16) hours but less than thirty-six (36) hours during a seven (7) day period or at least thirty-two (32) hours but less than seventy-two (72) hours during a fourteen (14) day period. (Part-time employees shall be designated by the percentage of full time they are scheduled to work).

6.0321 Secondary Position. If an employee in a part-time position applies and is selected for another part-time position within the Hospital, the employee will be paid at the appropriate rate of pay for each position according to their hours worked in each. Union representation and dues will apply only to bargaining unit positions.

6.033 Casual Employee. A casual employee is one who is scheduled to work on an intermittent basis, i.e. partial workdays, partial workweeks, weekends or full workweeks, as the need arises (typically less than sixteen (16) hours in a seven (7) day period or thirty-two (32) hours in a fourteen (14) day period). A casual employee has no commitment to fill any particular position(s). Likewise, the Hospital has no commitment to provide work for casual employees.

a. Casual employees must be scheduled or accept work assignments from the Hospital at least once every three (3) months to maintain casual employee status.

b. Class attendance or mandatory annual requirements shall not qualify as a work assignment for the purposes of this article.

c. Unless the Hospital and the Union otherwise mutually agree, casual employees will not be scheduled to work a full time schedule for more than four (4) consecutive months or more than 780 hours annually.

d. The Employer will notify the Union monthly of casual employees who have worked more than 780 hours in a calendar year. In addition, quarterly, the Employer will provide the Union a report of total casual hours worked in each department/unit.

e. Casual employees do not receive or accrue fringe benefits. Casual employees are not eligible for premium pays except for Article 11.013.

6.034 Seasonal Casual Employee. A seasonal casual employee is one who agrees to work 288 hours over a four (4) month period, and who requests in writing and is granted a leave of absence without pay for the remainder of the year. Subsections (c), (d), and (e) of section 6.033 above apply to seasonal casual employees.

6.035 Temporary Employee. A temporary employee is one who is employed for a limited time, not to exceed one hundred twenty (120) days without mutual agreement with the Union. Management shall notify the Union of the extensions in writing.

6.036 PRN Employee. A PRN employee must be able to work a minimum of two (2) shifts per pay period and provide a minimum of four (4) dates per pay period of available shifts. If a PRN employee requests to work more than two (2) shifts per pay period they shall provide a minimum of six (6) dates per pay period of available shifts. Each PRN employee shall have a designated home unit. Scheduling must be coordinated with the home unit. Availability must be provided to the home unit Manager at least fourteen (14) days before posting of the schedule.

a. A PRN employee must be available to work one (1) major holiday per year. Major holidays include: July 4, Thanksgiving, and Christmas.

b. A PRN employee must be available to work one (1) weekend shift and a minimum of one (1) night and/or evening shift, per four (4) week schedule unless the employee's home unit is closed on weekends and holidays, or other arrangements have been made with the home unit manager. The home unit manager may assign more than one evening/night shift per schedule for the PRN employee.

c. PRN employees may request unpaid time off up to six (6) weeks within a calendar year. Time off must be requested and approved by the home unit's manager in advance. Leave will not normally be approved from May 15th through September 15th.

d. Work hours are not guaranteed. At the discretion of the manager or house supervisor, PRN staff can be changed from regular shift to on-call status if census warrants.

e. PRN employees do not accrue or receive fringe benefits. PRN employees are not eligible for premium pay except for Articles 9.0411 and 11.014.

f. A PRN employee who subsequently changes to full-time or part-time status who works in a department that rotates shifts may be required to accept regular assignment to an evening or night shift for no more than six (6) months if they have not already passed through this process per Article 13.02.

g. The Employer will provide the union on a quarterly basis a total of all PRN hours worked by department/unit.

6.04 Seniority Accrual. Bargaining unit employees shall accumulate seniority based on paid hours of work in a bargaining unit position, beginning the first day from his or her last date of hire. Seniority will be terminated upon cessation of the employment relationship, if the employee resigns, is discharged for cause, is laid off for a period of time longer than twelve (12) consecutive months, or is transferred or promoted out of the bargaining unit for a period of more than one (1) year. Employees who are transferred or promoted out of the bargaining unit shall retain but not accrue seniority for a period of one (1) year.

Longevity: Longevity shall be defined for the purposes of this employment contract as the accumulation of hours of service with the Employer.

6.041 Seniority/Temporary Employees. Seniority shall not apply to temporary employees unless the employee subsequently, during a period of continuous employment, becomes a casual, part-time, or full time employee, in which case the employee's seniority shall be retroactive to his or her first hour of continuous employment as a temporary employee.

6.042 Seniority Accrual/ Probationary Period. No employee shall accrue seniority until he or she has successfully completed the probationary period, at which time the employee's seniority shall apply retroactive to the first hour of the probationary period.

ARTICLE 7 - UNINTERRUPTED PATIENT CARE

7.01 No Interruption of Patient Care. It is recognized that the Hospital is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees, or persons acting in concert with them shall incite, encourage or participate in any strike, picketing, walkout, slow-down, or other work stoppage of any nature whatsoever. In the event of any strike, picketing, walkout, slowdown, or work stoppage or a threat thereof, the Union and its officers will do everything within their power to end or avert same. Any employee participating in any strike, picketing, walkout, slowdown, or work stoppage will be subject to immediate dismissal.

7.02 Emergency. In the event of an emergency, disaster or catastrophe, the terms of this Agreement shall be suspended to the extent necessary to meet as fully as possible under the circumstances the Hospital's obligation to serve the public.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Definition. A grievance shall be defined as any controversy or dispute involving the application and/or interpretation of the terms and conditions of this Agreement arising between the Union, or bargaining unit employee/s and the Employer.

8.02 Grievance Adjustment Policy. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. To that end, the parties will endeavor to have a full, frank discussion (acknowledging that some of the discussion may take place via email or other electronic media) prior to the filing of a formal grievance in hope that the parties will understand each other's positions and resolve the issue informally. The parties agree that arbitration should be the course of last resort, and then only when the Union in its sole discretion deems arbitration is warranted under the facts and circumstances of the case.

8.03 Time Limit. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in paragraph 16.01 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of an employee or the Union to file a grievance on a timely basis or to advance a grievance in accordance with the time limits set forth in this article will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth in this article shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee(s) or union.

8.04 Grievance Procedure. The Parties recognize that special circumstances may necessitate that a grievance as defined in Article 8.01 be initially filed at an advanced step. However, unless the Parties mutually agree, a grievance shall be submitted in writing and processed in accordance

with the following grievance procedure:

Step 1. Employee and Department Manager.

If any employee has a grievance that is not resolved through discussion with the employee's department manager, the employee (with the employee's Union Representative, if desired) shall present the grievance in writing to the employee's Department Manager within twenty-one (21) calendar days from the date the employee and /or Union was or should have been aware that the grievance existed. Upon receipt thereof, the Department Manager shall attempt to immediately resolve the problem and shall respond in writing to the employee and the Union with the facts of the grievance along with the Employer's decision within fourteen (14) calendar days following receipt of the written grievance. If an employee (grievant) chooses or desires to not have union representation with this grievance the Union shall be held harmless by the employee (grievant) from any and all employer actions related to the grievance. The Union shall be furnished written copies of all employer actions taken that are related to the grievance.

Step 2. Employee, Union Delegate, and Employer's Representative.

If the matter is not resolved satisfactorily at Step 1, the grievance shall be presented in writing by the Union to the Administrator within fourteen (14) calendar days of the Step 1 decision. The Administrator will designate a member of the Senior Leadership Team to act as the Employer's representative. A conference including the Union Delegate, the grievant, and the Employer's Step 2 representative shall be held within seven (7) calendar days of notification of the grievance's movement onto Step 2. By mutual agreement, the seven (7) calendar day period may be extended to accommodate the Parties. The Employer's Step 2 representative shall issue a written reply to the Union within seven (7) calendar days following the grievance meeting.

Step 3. Administrator and Local Union Representative.

If the matter is not resolved at Step 2 to the Union's satisfaction, the grievance shall be referred in writing to the Administrator (or Acting Administrator) within fourteen (14) calendar days of the Step 2 decision. The Administrator (or Acting Administrator) shall meet with the Union Representative and the grievant, if grievant desires to be present, within seven (7) calendar days for the purpose of resolving the grievance. The Administrator (or Acting Administrator) shall issue a written response within seven (7) calendar days following the meeting.

Step 4. Arbitration.

a. If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2 and 3 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Administrator or Acting Administrator.

b. If the Employer and the Union fail, after exercise of due diligence to agree on an arbitrator within fourteen (14) calendar days, a list of eleven (11) arbitrators shall be requested from the

Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees to issue an award within thirty (30) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later, and the arbitrator shall have no jurisdiction to decide the issue after that thirty (30) day period. The arbitrator's decision shall be final and binding on all parties.

c. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages.

d. Each party shall bear one-half (½) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitrator hearing. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

~~d.~~e. Any employee not in good standing at the time of their grievance shall be responsible for expenses incurred.

~~e.~~f. For the purposes of the process outlined in this article, neither party shall be required to provide the other party with any data, documents or information in its possession or under its control except as may be directly relevant to a pending grievance. If necessary, the arbitrator shall resolve

8.05 Union Grievance. The Union may initiate a grievance if the grievance is submitted in writing within twenty-one (21) calendar days from the date the Union was or should have been aware that the grievance existed. If an employee chooses to represent themselves and fails to notify the Union that a grievance has been filed, the Union is released from any responsibility.

ARTICLE 9 - HOURS OF WORK

9.01 Work Day and Work Period. The traditional work day shall consist of eight (8) hours, and the traditional work period shall consist of eighty (80) hours within a fourteen (14) day period. Innovative work schedules shall be defined as a work day other than eight (8) hours and shall have a work week based on forty (40) hours. Time shall be figured to the nearest one-quarter (1/4) hour.

9.02 Innovative Work Schedules. Innovative work schedules may be established in writing by the Employer. The Union shall receive written notice within 30 days of innovative schedules on the employee's ~~personnel action form~~innovative work schedule agreement. The exclusive use of innovative shifts may be established on a department wide or unit wide basis for patient care needs.

a. If new innovative shifts within a department are necessary, shifts will be offered to all employees of comparable skill, competency, ability & experience.

b. If multiple employees request the innovative shift, management will endeavor to share the shift equitably.

c. If there are no applicants for the innovative shift, assignment to the innovative shift may be rotated at a minimum of one pay period intervals.

9.021 Change in Work Schedules. Where innovative work schedules are utilized, the Employer retains the right to return to a work schedule of its designation. The employer agrees to provide at least fourteen (14) days' notice prior to changing a work schedule whenever possible unless otherwise mutually agreed. Nothing in this provision waives management's rights as articulated in Article 4.03.

9.03 Rest Periods. All employees shall be allowed two (2) paid rest periods of fifteen (15) minutes each during each shift of eight (8) hours or three (3) paid rest periods of fifteen (15) minutes during each shift of twelve (12) hours or more. If a continuous operation is required in the job concerned, the Employer shall endeavor to provide a substitute during the rest period.

9.04 Work Schedule. Four-week work schedules, including on-call, shall be posted ten (10) days prior to the beginning of the scheduled work period. Full time and part-time employees shall be scheduled from one pay period to the next in accordance with their employment status, unless such status is altered pursuant to mutual agreement. The Employer will endeavor to schedule full time and part-time before scheduling PRN and casual employees. Employee requests for schedule adjustments must be presented at least fourteen (14) days before posting of the work schedule.

9.041 Adjustment in Posted Schedules. It is understood and agreed, that deviations in the number or timing of an employee's scheduled hours may occur from time to time resulting from business considerations or patient care needs. In that event, the Employer retains the right to adjust work schedules to maintain an effective and orderly operation. Scheduled hours of work may be changed after posting only by mutual agreement. Premium pay will apply to full time and part-time employees for schedule adjustments, excluding on-call, made with seven (7) or less days' notice.

9.0411 Changes in Scheduled Shift. When a full time or part-time employee's scheduled shift is altered (unless requested by the employee) with seven (7) or less days' notice, the following shall apply:

a. **Work in Advance of Shift.** When a full or part-time employee is called to work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one-half (1½) times the straight time rate of pay. An employee who reports to work in advance of the assigned shift will not be released from duty prior to the completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent.

b. **Split Shift**. When a full or part-time employee is at work and is asked to go home and return to work later to cover a later shift the employee shall be paid at their straight time rate of pay (or the appropriate rate of pay, including shift differentials) for a minimum of four (4) hours. All hours worked upon return for the later shift will be paid at one and one-half (1½) times the straight time rate of pay or overtime, whichever applies (plus appropriate differentials).

c. **Delayed Shift.** If a full or part-time employee is requested to delay reporting to work, all hours worked outside of the scheduled shift shall be paid at one and one-half (1½) times the straight time rate of pay or overtime, whichever applies (plus appropriate differentials).

d. **PRN Premium.** For the purposes of a – c above, a PRN employee will receive a flat $5.00 per hour in lieu of the premium pay amount.

~~d.~~e. For the purposes of this article, a "shift" excludes coming to work for non-mandatory meetings, callbacks, administrative time, or non-mandatory training.

9.042 Flexible Workweek Waiver. Employees who have the flexibility to set their own work hours without impacting the Employer's operation (which includes not substituting overtime hours for what would otherwise be straight time work hours) may, with supervisory approval, initiate a flexible work schedule and waive the mandated use of daily PL and premium pay. This is to be used for planned activities, not unplanned activities such as illness or emergencies, and is not to result in pay other than straight time. This waiver will be indicated in the automated time card system on the days in which it is in effect. The employee must have at least forty (40) paid hours per week.

9.043 Work on Day Off. All full time and part-time employees who work on their scheduled day off or who are called in on their unscheduled time shall be paid at the rate of one and one half (1½) times the straight time rate of pay for the hours worked for a minimum of three (3) hours until such time as overtime rules apply. Shift trading between employees shall not apply.

9.05 Overtime. Overtime shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond the scheduled day (eight (8) hour minimum), eighty (80) hour work period for traditional shifts, or forty (40) hour work week for innovative schedules. For purposes of computing overtime, the employee's regular hourly rate of pay shall include all differentials, premium pay, and on-call pay received during the work period. Time paid for but not worked (e.g. personal leave, educational leave, professional leave, bereavement leave), shall not count as hours worked for the purposes of computing overtime pay except that holiday hours paid as personal leave, but not worked, which fall on an employee's regularly scheduled work day shall count as hours worked toward overtime eligibility. There shall be no pyramiding or duplication of overtime pay and/or other premium compensation.

Examples to clarify the term "pyramiding".

#1. An employee scheduled to work 0800-1630, worked 0600-1630:

Correct Pay: 8 hours REGULAR pay
2 hours OVERTIME pay
Incorrect Pay: 2 hour PREMIUM pay (for 0600-0800)
6 hour REGULAR pay (0800-1430)
2 hour OVERTIME pay (> hours after 1430-1630)

#2. An employee worked 0600-1430 (called in advance of scheduled shift start at 0800)

Correct Pay: 2 hour PREMIUM pay (for 0600-0800)
6 hour REGULAR pay (for 0800-1430)

The above examples assume that employee is not on a holiday, that "Rest between Shifts" premium pay does not apply (as per Article 9.10), and that the employee is working an "8/80" work schedule.

#3. Examples regarding premium pay for Scheduled Third weekend:

Employee is scheduled every other weekend, e.g. weekend #'s 1 and 3 in a month. If employee is called in to work on the unscheduled #2 weekend they should receive premium pay for weekend #2 and regular pay for weekend #3. Pyramiding would be receiving premium pay for both #2 and #3 weekends.

9.051 Overtime Approval. All overtime must be approved by supervision. The Employer and the Union agree that overtime should be minimized. If in the Employer's opinion reasonable overtime is necessary, volunteers will be sought first and if there are insufficient volunteers, reasonable overtime may be assigned equitably starting with the least senior employee.

9.06 Report Pay. Employees who report for work as scheduled (unless otherwise notified in advance) and are released for any reason other than discipline shall receive a minimum of four (4) hours' work or four (4) hours' pay at the appropriate rate. An employee shall not be eligible for report pay if the Employer is unable to notify the employee of a change in the work schedule. Notification in advance shall mean reasonable attempts by the Employer to contact the employee in a timely manner by telephone, including unanswered calls, messages left with third parties or through an employee's answering service or machine.

9.07 Callback Pay. Callback pay shall be at a rate of one and one-half (1½) times the straight time rate of pay for a minimum of three (3) hours as follows:

a. Any employee not receiving on-call pay who is called back to work after completion of the employee's work day; or

b. Employees called in from on-call status except employees who are placed in on-call

status for low census; or

c. Full time employees scheduled to work hours outside their scheduled work day when the department/work area is closed. This does not apply to continuous work beyond employee's shift due to workload, nor to meetings or education.

Callback minimum: Callback minimum shall be defined for the purposes of this contract as hours paid but not worked to meet the three (3) hour pay minimum.

9.071 Telephone Callback Pay. Employees responding via telephone/computer shall receive a minimum of 30 minutes at the rate of one and one-half (1½) times the straight time rate of pay.

9.072 Callback Window Method. If more than one callback occurs within a given three (3) hour callback window; total callback time cannot exceed three (3) hours unless the work time exceeds three (3) hours. Callback pay ceases at the beginning of the regularly scheduled shift.

9.0721 Pre-shift Callback. In the event of a callback that begins within the 3 hours Immediately before a regular shift begins; which is not part of an existing callback window, there will be a manual timecard entry to reduce the amount of on call pay and increase the amount of callback pay to equal the ~~three-hour~~three-hour minimum.

Example: Employee is on call 1700 – 0700, and scheduled to work at 0700 the next day. If the employee is called in at 0500, what would the pay look like?

Answer: On call pay from 1700 – 0400; Callback pay from 0400 – 0700; and regular pay after 0700.

9.08 Meal Periods. All employees working a six (6) hour or longer shift shall receive one (1) unpaid meal period of one-half (½) hour at approximately the midpoint of the shift. Employees required to remain on duty for a total of sixteen (16) hours shall be granted one (1) additional unpaid meal period of one-half (½) hour. Employees required to remain on duty during their meal period shall be compensated for such time at the appropriate rate of pay.

9.09 Weekends. The weekend shall be defined for day and evening shift personnel as Saturday and Sunday. For night shift personnel, the weekend shall be defined as Friday night and Saturday night. Employees scheduled by their manager for one specified weekend shift will constitute as a fulfilled weekend requirement. The Employer will make a good faith effort to schedule all full time or part- time employees to two (2) weekends off out of every four (4) weekends. In the event a full time or part-time employee is scheduled to work more than two (2) out of every four (4) weekends, the employee shall be paid at the rate of one and one-half (1½) times the straight time rate of pay for all time worked on the weekend until scheduled a weekend off (no pyramiding). In the event a full time or part-time employee is required to work on an unscheduled weekend, all time worked on that unscheduled weekend shall be paid for at the rate of one and one-half (1½) times the straight time rate of pay. This section shall not apply to full time employees or to part-time employees who sign an agreement for more frequent weekend duty nor to PRN, casual, or temporary employees, nor shall it apply to on-call hours nor does it

apply to extra weekend shifts that are picked up by an employee after the schedule is posted.

a. Employees doing self-scheduling in API for more than two (2) weekends in a four (4) week period and/or schedule themselves for only one (1) weekend shift do not meet the weekend requirement for the purpose of premium pay.

Example of *Scheduled* Weekends (no waiver signed):

PP = Premium Pay Weekend (Shaded box) **Reset count from PP

Starting point:

1st schedule	2nd schedule	3rd Schedule
Scheduled w/e #1	Off w/e #5 **	Scheduled w/e #9 (PP)
Scheduled w/e #2	Schedule w/e #6	Scheduled w/e #10 (PP)
Off w/e #3	Schedule w/e #7	Scheduled w/e #11 (PP)
Scheduled w/e #4 (PP)	Off w/e #8	Off w/e #12 **

4th Schedule	5th schedule	6th Schedule
Off w/e #13	Off w/e #17 Picked up extra shift <7 days (PP because of +EX+)	Off w/e #21
Scheduled w/e #14	Scheduled w/e # 18	Scheduled w/e #22
Off w/e #15	Off w/e # 19 Work due to shift trade (Regular Pay)	Off w/e #23 Picked up shift > 7 day notice (Regular Pay or OT)
Scheduled w/e #16	Scheduled w/e # 20	Scheduled w/e #24

Examples regarding premium pay for Scheduled Third weekend:

Employee is scheduled every other weekend, e.g. weekend #'s 1 and 3 in a month. If employee is called in to work on the unscheduled #2 weekend they should receive premium pay for weekend

#2 and regular pay for weekend #3. Pyramiding would be receiving premium pay for both #2 and #3 weekends.

9.10 Rest Between Shifts. The Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between shifts. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked on a shift beginning within this ten (10) hour period shall be at one and one-half (1 ½) times the straight time rate of pay. This Section shall not apply to employees receiving Callback Pay as defined in Article 9.07(b).

Addendum to Article 9.10: Examples

1) Day One:	10 hour/day employee is scheduled 0700-1730 but continues work until 2315.
Day Two:	If employee is scheduled 0700-1730, there is less than 10 hours rest between shifts so all hours worked on this shift will be paid premium pay.
2) Day One:	Employee scheduled 0700-1930 but works until 2130.
Day Two:	If employee scheduled to work 0700-1930, will be paid 12 hours premium pay.

9.11 Travel Time Exclusion. Travel time to and from the hospital shall not be considered time worked for purposes of this contract.

ARTICLE 10 – (Reserved)

ARTICLE 11 – RATES OF PAY

11.01 Wage Rates. Employees covered by this Agreement shall be paid in accordance with the hourly wage schedule attached hereto as Appendix A.

11.011 Effective Date. Wage increases and longevity benefit increments shall become effective at the beginning of the first full payroll period on or after a change of status or achievement of a wage step increase. Upon forty-five (45) ~~days notice~~days' notice the Employer may revise the length or commencement date of the payroll period for business considerations provided that no effective date shall be dated thereby.

11.012 Straight time Rate of Pay Definition. When used in this Agreement the term "straight time rate of pay" shall mean the hourly wage for each employee as set forth in the appropriate column of the wage rate attached hereto as Appendix A relating to the job classification then held by the individual employee or as established for the individual employee under paragraph 11.02 (Discretionary Pay) below.

11.013 Casual Employee Differential. In lieu of fringe benefits, casual employees shall be paid a two dollar ($2.00) per hour differential in addition to the applicable hourly wage set forth in the

attached schedule.

11.014 PRN Differential. In lieu of fringe benefits, PRN employees shall be paid an hourly differential in addition to their straight time rate of pay.

PRN-Nurse I 10% of current step.
PRN-Nurse II 20% of current step.
PRN-Nurse III 25% of current step
Other PRN employees: 25% of current step

11.02 Discretionary Payments. The wages set forth in the attached Wage Rates are minimums and the Employer may, at its sole discretion, pay employees above the minimum rates provided the Employer notifies the employees in writing, with a copy to the Union, of the rate applicable to employee and any conditions which may be attached. Any such discretionary payments may likewise be terminated by the Employer at its sole discretion after similar notification.

11.03 Weekend Differential. Weekend hours shall, in addition to the straight time, premium or overtime rate of pay, receive a weekend differential of $4.00/hour for all employees.

11.031 Employee Weekend Differential Waiver. Employees who have the flexibility to set their own work hours without impacting the Employer's operation may, with supervisory approval, waive their right to applicable weekend differential. Waiver of this differential should be in writing and will be available to the Union. An employee may rescind this waiver with written notice at least fourteen (14) days prior to the posting of the next work schedule.

11.04 Step Placement on Hire. The Employer, in its sole discretion, may place a new employee up to and including Step 4 of the salary schedule upon initial hire. Upon successful completion of the probationary period, and upon request by the Employee, the Employer may authorize an Employee up to two (2) additional steps at a rate of up to 2080 hours for each year of experience related to the employee's position at the Hospital. The amount of hours recognized under this paragraph shall be solely for purposes of placing the employee on the wage scale and shall not be accredited for any other purpose under this Agreement.

11.041 Rehire Previous Employee. Those employees who have a history of employment at Bartlett Regional Hospital, who left in good standing with the organization, and who remain current in their field through subsequent employment, shall be placed at the step that most closely matches their former rate of pay, without going over. The review hours will be placed at the base of the step that the employee is placed. Once the probationary period has been successfully completed, the employee may request reconsideration of placement based on overall service credit in accordance with 11.04 above.

11.05 New Positions. In the event new classifications within the bargaining unit are created during the term of the Agreement, the Employer will allocate the new classification to the appropriate Band, Grade, and Subgrade. The Employer will notify the Union of any new or revised job classifications and provide corresponding position descriptions within ~~30~~ 15 days of their creation or revision.

11.051 Revised Classification. The Employer may, in like manner, revise the Band, Grade, and /or Subgrade for any classification. Should an employee be impacted by such a change, the provisions of Article 11.08 shall apply.

11.052 Posted Positions. In the event there is more than one applicant for a posted position and the employees' skill, competency, ability and experience are equal, then seniority shall prevail.

11.06 Automobile Allowance. When an employee is required to use his or her personal automobile on Hospital business, the employee shall be reimbursed for such usage at the maximum mileage rate allowable as a deductible expense by the Internal Revenue Service.

11.07 Shift Differential. Employees assigned to work a designated evening shift or a designated night shift shall be paid the applicable shift differential from the following schedule over the employees' regular hourly rate of pay. Employees shall be paid shift differential for the hours falling within the defined shift if four (4) or more hours are worked within the defined evening and night hours below. Once payment of shift differential has commenced, the employee will be paid the applicable shift differential until the conclusion of the shift

Evenings	$2.00
Nights	$3.75

Shift hours, for the purpose of payment of shift differential only, are:

Evenings	1400 – 2200
Nights	2200 – 0600

Addendum to Article 11

Examples:

1. Scheduled 1600-2400: Work 1600-0800 – receive 6 hours evening shift differential, 10 hours night shift differential plus 8 hours overtime
2. Scheduled Night 2400-0800:
    a. stay until 12 noon -- receive 12 hour night shift differential plus 4 hours overtime
    b. stay until 4 PM -- receive 14 hours night shift differential, 2 hours evening shift differential plus 8 hours overtime.
3. Scheduled Day 0800-1600 & stay until 2000 -- receive 6 hours evening shift differential plus 4 hours overtime.
4. Scheduled Eve 1600-2400 & stay until 0400 –receive 6 hours evening shift differential and 6 hours night shift differential plus 4 hours overtime.
5. Scheduled 1300-2330 & stay until 0630 – receive 1 hour no differential, 8 hours evening shift differential and 8 hours night shift differential plus 7 hours overtime.
6. Scheduled 1900-0130 – receive 3 hours evening shift differential, 3 hours night shift differential
7. Scheduled 0700-1930 & stay until 2330 -- receive 8 hours evening shift differential, 1.5 hours night shift differential and 4 hours overtime.
8. Scheduled 0700-1930 – receive 5.5 hours evening shift differential.
9. Scheduled 1900-0730 – receive 3 hours evening shift differential and 9 hours night shift

differential.

10. Scheduled 1900-0730 & stay until 1130 – receive 3 hours evening shift differential, 13 hours night shift differential and 4 hours overtime.

11.071 Employee Shift Differential Waiver. Employees who have the flexibility to set their own work hours without impacting the Employer's operation may, with supervisory approval, waive their right to applicable shift differential. Waiver of this differential should be in writing and will be available to the Union. An employee may rescind this waiver with written notice at least fourteen (14) days prior to the posting of the next work schedule.

11.08 Change In Classifications. The following provisions shall apply only to movement from one distinct job classification series to another (i.e. from CNA to LPN or from Diet Aide to PAS Representative) and movement within the same job classification series with different DBM Bands (i.e. RT in training B22 to RT C42). ~~Transfers/promotions/demotions to a position within a job classification series shall not alter the Employee's accrued review hours for the purpose of placement on the wage scale (i.e. CN III to CN II, Admin Clerk I to Admin Clerk II or Pharmacy Tech II to Pharmacy Tech III).~~

a. **Promotion.** An Employee experiencing a change in classification to a higher DBM rating shall be placed at step one on the wage scale for the new position or at the step that provides the Employee an increase in wage. If the Employee has advanced more than half way to his/her next wage step increase in the former position, the Employee will be placed at one step above the step that provides the Employee an increase in wage. Once placed, the Employee's review hours shall be established at the base hours for that step on the wage scale and he/she shall begin to accrue review hours from that point.

b. **Demotion or Transfer to a Lower Grade.** An Employee experiencing a change in classification to a lower grade shall be placed on the wage scale for the new position at the step that provides the least decrease in wage. Once placed, the Employee's review hours shall be established at the base hours for that step on the wage scale and he/she shall begin to accrue review hours from that point.

11.081. Transfers/promotions/demotions to a position within a job classification series shall not alter the Employee's accrued review hours for the purpose of placement on the wage scale (i.e. CN III to CN II, Admin Clerk I to Admin Clerk II or Pharmacy Tech II to Pharmacy Tech III).

11.09 Day, Month and Year. For purposes of the Agreement and the method of computing wages, longevity increments, seniority, benefits, and conditions of employment provided herein, a "day" shall be defined as eight (8) hours of work, a "month" shall be defined as 173.3 hours of work, and a "year" shall be defined as 2080 hours of work. All hours for which pay is received except on-call hours shall count as hours worked.

11.10 On-Call Status. Employees placed in on-call status off hospital premises shall be compensated at the rate of $4.00 per hour. Employees placed in on-call status on a holiday shall be compensated at one and one half (1 ½) times the hourly on-call rate. On-call hours shall not be counted as hours worked for purposes of computing overtime, longevity increments, or fringe

benefits. Employees on call should be available to perform on-site work within 30 minutes after being called to work. An employee's failure to respond to reasonable efforts by the Employer to contact him/her as described in section 9.06 shall be a subject of discipline.

11.11 Temporary Assignment. Temporary assignment to a higher paid position shall be compensated $2.00 per hour above the employee's straight time rate of pay provided, however, there shall be no entitlement to temporary assignment pay when the person in higher paid position is on a scheduled day off work. The Employer may at its discretion, based on the needs of the department, designate an employee as a "charge" for a specific shift that will be compensated in the same manner as temporary assignment pay.

11.12 Approved Education Expenses. When the Employer requires the employee to participate in an educational program (which shall exclude programs for maintaining licensure and specialty certification), the Employer will pay approved expenses that are directly related to the program (including scheduled hours to attend class, cost of program, cards).

11.13 Certification Pay. In recognition of excellence in their respective specialties, annually, on the first pay period in February, the Hospital shall, according to the following schedule, pay a bonus to any current employee who has worked 312 or more hours within the previous calendar year (excluding temporary employees), and who currently holds certification(s) based on the following minimum criteria described below as determined by the panel.

- Examination by the certifying body of a nationally recognized job related specialty organization
- Certification expenses are ~~borne by employee.~~not incurred by the Employer.
- Certification is not required by current job description but is related to the employee's current job description or career ladder.
- Certification as a result of basic education for the job does not qualify.
- Changes in certification pay eligibility will be affected by Federal & State law and regulatory agencies.
- The certification must have a requirement to be periodically renewed by repeat examination or continued education requirements. Expired certifications must be renewed prior to July of the year to receive certification pay for that year.
- The certification must be for a position or job duties that are currently being performed at the hospital.

A ~~five-member~~five-member panel including two Union employees will be appointed to determine whether the certification(s) meets the above criteria. Each year new certifications and those which have changed status will be considered by the panel. In order to receive this bonus, the employee must provide the Human Resources Office a copy of each certification prior to January 1st of the first year holding such certification and then only after renewals. This annual certification shall be paid to the employee for the respective length of certification. For new certifications, providing any supporting documentation from the above criteria would be appreciated. Failure to provide certificates(s) or requested backup materials by January 1st will disqualify the employee from receiving bonuses.

First Certification	$400.00
Second Certification	$350.00
Third Certification	$250.00

Employees who receive certification pay are required to work in the discipline for which they hold the certification(s) if requested to do so. Employees must continue to meet the criteria of the governing body issuing their certification.

11.14 Premium Pay. Premium pay is any rate of pay other than overtime paid at a rate of one and one-half (1 ½) times the straight time rate of pay. If the total hours worked in the work day or period result in an overtime condition, the premium hours shall be considered and paid as overtime. All differentials, on-call pay and temporary assignment pay are excluded in computing premium pay.

11.15 Preceptor Pay. The Preceptor program is coordinated through Staff Development department. The program is outlined in the Employer's Precepting Policy. Preceptor pay, as defined in the policy, is $2.00 per hour above the employee's straight time rate of pay.

11.16 Longevity Pay. Full time/Part time Employees with greater than 31,200 hours (longevity/benefit hours) will receive a longevity award on an annual basis at the following rates:

31,200 hours up to 41,600 hours - $750;
41,601 hours up to 51,999 hours - $1,000; and
over 52,000 hours - $1,500.

Longevity awards shall become effective at the beginning of the first full payroll period on or after the longevity achievement (as defined in article 11.011)

11.17 Float Pay. Employees who are required to float from their home labor distribution to another labor distribution to which they have been sufficiently cross-trained and have maintained competencies shall receive a float differential while working in the labor distribution to which they have floated.

Two (2) direct patient care areas will receive two ($2) per hour
Three (3) or more direct patient care areas will receive three ($3) per hour

11.171 In determining whether an employee floats to other direct patient care areas as a regular job duty, the employer will consider these guidelines and the job duties described in the position description to determine whether float pay is applicable.

a. Examples (this list is not all inclusive, but is intended to be used for illustrative purposes):
   i. A Patient Observer is required to work in a variety of patient care areas as a regular job duty, so this job classification would not be eligible for float pay.
   ii. A PRN is not eligible for float pay

iii. A RN assigned to the float pool in the Nursing Administration department is an exception to this provision, and is eligible for float pay under this article.

11.172 Those who are employed as a Registered Nurse II must maintain one float area beyond their home unit as a requirement of their position. If this is the only float area that the employee has been sufficiently crossed trained and has maintained competencies, then float pay under Article 11.17 is not applicable.

11.173 An employee who is eligible for the pay associated with a temporary assignment to a higher paid position under Article 11.11, may still be eligible for float pay under Article 11.17.

ARTICLE 12 - EMPLOYEE EVALUATIONS

12.01 Evaluation System. The Employer shall maintain a fair and equitable employee evaluation system.

ARTICLE 13 - FLOATING/SHIFT ROTATION

13.01 Floating. An employee's daily work assignment may be altered on a shift by shift basis by the Employer in order to meet patient care needs. Employees will be expected to perform all basic functions according to their licensure authority and/or their job description. In the event floating becomes necessary, it shall be subject to the following:

a. No employee shall be required to float to an area in which he or she does not have the necessary skills, timely orientation, or ability to perform the duties assigned.

b. Employees required to float within the hospital shall receive timely orientation appropriate to the assignment. Orientation will be dependent upon the employee's previous experience and familiarity with the task to which such employee is assigned.

c. Floating duties shall be assigned as equitably as possible while taking into account patient care needs and the skill and competency of employees. Refusal to float may result in immediate discipline up to and including suspension or discharge.

13.02 Shift Rotation. The Employer may rotate shift assignments as it deems necessary in light of patient care, efficiency and business considerations. In the event of shift rotation, the following shall apply:

a. Employees may request regular assignment to the night or evening shift. If more than one employee requests assignment to the same night or evening shift, management shall endeavor to schedule the shift assignments in an equitable manner provided the employees have completed their orientation period and this shall not have a deleterious effect on the department as a whole in the judgment of the manager.

b. Provided the employee's skill, competency, ability and experience are considered equal by the Employer, the Employer will endeavor to assign night and evening positions to the least senior employee. A newly graduated RN will complete a preceptor period prior to being independently assigned to the evening or night shift.

c. No employee shall be required to accept regular assignment to an evening or night shift for more than one (1) year after completion of initial hospital orientation. Thereafter, the position shall be filled by another assignment, if available, or covered by rotation and the employee rotated to other shifts.

13.021 Equitable Rotation. Where shift rotation is deemed necessary, such rotation will normally include only those employees with less than 15 ~~years~~years' employment with the Employer, unless exclusion of more senior employees may have deleterious effects on the unit or department as a whole in the judgment of the Employer. The Employer will endeavor to assign rotation equitably starting with the least senior employee, subject to the needs of the Hospital and the skill, competency, ability, and experience of the employee.

ARTICLE 14 - JURY/WITNESS DUTY

14.01 Compensation. All Full-time and Part-time employees who are required to serve on jury duty or who are called to be a witness in any judicial proceeding on behalf of the Employer, or as a consequence of employment at Bartlett Regional Hospital shall be compensated by the Employer. Paid jury duty hours are not considered hours worked for the purpose of overtime calculation.

14.011 Jury Duty Leave. Employees serving on jury duty on regularly scheduled work days shall surrender their jury duty pay to the Employer and will be paid their straight time rate of pay for the time the employee's presence is required by the court, or the length of the shift, whichever is less. Scheduled hours in excess of time in court may be taken as personal leave or leave without pay. Evening shift employees may be excused from work on the day of jury duty. Night shift employees may be excused from work either on the night preceding or the night immediately following jury duty.

14.012 Employer Witness Duty. All employees called to be a witness on behalf of the Employer shall be paid in accordance with terms of the contract for all hours spent in preparation for and in such legal proceedings.

a. Day shift employees may be required, at the manager's discretion, to report to work after the employee's court appearance if the day would otherwise be a normal workday for the employee. If business allows, the employee may request to use personal leave in lieu of

returning to work.

b. Evening shift employees will be reassigned to the day shift on the day of witness duty. The employee may be required, at the manager's discretion, to report to work after the employee's court appearance if the day would otherwise be a normal workday for the employee. If business allows, the employee may request to use personal leave in lieu of returning to work.

c. Night shift employees may be excused from work on the night preceding the day of witness duty. On the day of witness duty, the employee will be reassigned to work day shift hours. The employee may be required, at the manager's discretion, to report to work after the employee's court appearance if the day would otherwise be a normal workday for the employee. If business allows, the employee may request to use personal leave in lieu of returning to work.

Examples:

Employee is scheduled to work the night shift on Monday, Tuesday, and Wednesday. Employee is required to appear in court on Monday. The employee is reassigned to work during the day shift on Monday, and reports to work Tuesday at 1900 (7:00 pm). No additional shift adjustments are considered.

Employee is scheduled to work the night shift on Monday, Tuesday, and Wednesday. Employee is required to appear in court on Tuesday. The employee is given administrative leave for the Monday night shift, and is reassigned to work during the day shift on Tuesday. The employee reports to work at 1900 (7:00 pm) Wednesday.

Employee is scheduled to work the night shift on Monday, Tuesday, and Wednesday. Employee is required to appear in court on Wednesday. The employee works the night shift on Monday, is placed on administrative leave for the Tuesday night shift, and is reassigned to work during the day shift on Wednesday. No additional shift adjustments are considered.

14.013 Non Employer Witness. Employees subpoenaed for proceedings not related to employment at the Hospital will be given release time. Such release time will be taken as personal leave or leave without pay. Employees shall use all reasonable efforts to avoid time away from the Hospital.

14.02 Reporting For Work. An employee excused from jury/witness duty during regularly scheduled hours shall report to work forthwith. Employees shall not be required, because of such jury/witness duty, to work beyond their scheduled work day.

ARTICLE 15 - CONSCIENTIOUS OBJECTION

15.01 Notification and Utilization. Except in emergencies, no employee shall be required to perform or assist in the performance of any treatment or procedures that violate the employee's previously stated religious or ethical beliefs. An employee, upon being offered or assigned a

specific job position in which participation in such treatment or procedures may occur, shall notify the Employer in writing of any limitations his or her religious or ethical beliefs may place upon his or her ability to perform the duties associated with the job position. The Employer shall review the limitations as stated by the employee and may, if the Employer deems it necessary for business and patient care considerations, assign the position to another employee. The utilization of this Article by an employee shall in no way affect the employee's performance rating or, except as necessary to accommodate the employee's previously stated beliefs, promotional opportunities.

ARTICLE 16- HOLIDAYS

16.01 Recognized Holidays. The following calendar days shall be recognized as holidays:

New Year's Day	1st of January
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4th of July
Labor Day	1st Monday in September
Alaska Day	18th of October
Veteran's Day	11th of November
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Day	25th of December

16.011 Hours of Recognition. The hours recognized for observance of the above designated holidays shall be on the calendar day, except for the following:

a. For employees scheduled to work 8 hour shifts, the observance of Christmas Day shall begin with commencement of the designated evening shift on December 24th and continue through the end of the designated day shift on December 25th and for New Year's Day the observance shall begin with commencement of the designated evening shift on December 31st and continue through the end of the designated day shift on January 1st. However, if an employee is scheduled to work an 8 hour day shift on December 24th and an 8 hour evening shift on December 25th, they shall receive holiday pay for work on Christmas Day, December 25th.

b. For all employees scheduled to work 12 hour shifts, the observance of all holidays shall commence at the beginning of the designated night shift on the day prior to the holiday and continue until the end of the designated day shift on the holiday.

c. For all employees scheduled to work other innovative shifts, the observance of the Christmas and New Year's holidays shall commence at a designated time on December 24th and December 31st and shall continue for a ~~24-hour~~24-hour period ending on December 25th and January 1st respectively.

16.02 Posting of Dates. The dates and times at which holidays will be observed will be

conspicuously posted by the Employer prior to each January.

16.03 Compensation. All employees who work on the above holidays shall be paid at the rate of one and one-half (1 ½) times the employee's straight time rate of pay for all hours worked on the holiday. All overtime hours worked on a holiday shall be paid at twice the employee's straight time rate of pay.

16.04 Rotation of Holiday Work. Holiday work shall be rotated by the Employer to the extent possible. However, when required to be on duty, employees will work either Christmas Day or Thanksgiving. With approval of the appropriate department manager an employee required to work on Christmas or Thanksgiving may take both holidays off by arranging for another employee who is presently qualified to work both holidays if necessary.

16.05 Longevity Holiday Exemption. Upon the employee's written request, an employee with 15 or more years employment with the employer, will be exempt from having to work holidays unless the exemption results in insufficient staffing for a department or this practice has a deleterious effect on the department as a whole in the judgment of the Employer. Approved personal leave would have staffing precedence. In cases of conflicting requests, Article 16.04 Rotation of Holiday Work, supersedes.

ARTICLE 17- PERSONAL LEAVE

17.01 Personal Leave. Full time and part-time employees shall accrue Personal Leave for purposes of vacation, holiday, and sick leave. Employees in casual, PRN, and temporary status do not accrue Personal Leave.

17.02 Rate of Accrual. The rate of accrual shall be based upon the total number of hours of work or paid leave the employee received compensation for (excluding on-call and call back minimum hours) in accordance with the following formula:

Step	Length of Employment	Accrual Rate
1	0 to 2079.99 hours	Multiply total hours in the pay period times .1000
2	2080 to 4159.99 hours	Multiply total hours in the pay period times .1385
3	4160 to 10,399.99 hours	Multiply total hours in the pay period times .1500
~~4~~	~~10,400 to 20,799.99 hours~~	~~Multiply total hours times .1615~~
4	10,400 to 20,799.99 hours	Multiply total hours in the pay period times .1615
5	20,800 hours and up	Multiply total hours in the pay period times .1846

17.03 Pay Rate. Personal leave pay shall be paid at the employee's straight time rate of pay at the time the leave is taken. All accrual rate changes shall be effective the first day of the pay period following completion of the employee's service requirement.

17.04 Scheduling. Except for medical reasons, employees shall present requests for personal leave using the automated time card system as far in advance as possible but not less than two (2) weeks before the work schedule is posted. Employees will be notified through the automated time card system within one (1) week after the request is submitted whether the personal leave is approved, and if denied a justifiable reason given. The Employer shall not unreasonably deny a request for personal leave taking into account the needs of the Hospital. Approved personal leave is contingent upon the employee having sufficient accrued PL when the leave is taken so that the employee does not go into leave without pay status. Previously denied requests may be resubmitted as circumstances warrant.

17.041 Conflicting Requests. In the case of conflicting requests by employees for personal leave or limitations imposed by the Employer on personal leave requests, all personal leave requests will be considered on the basis of the date the request was submitted. Personal leave requested during the Christmas or Thanksgiving holiday periods shall be assigned on a rotational basis pursuant to Section 16.04.

17.042 Advance Notification. Employees requesting personal leave at least ninety (90) days in advance, but no further than 11 months in advance, will be notified through the automated time card system whether this request is approved as soon as practical, but no later than thirty (30) days after the request for personal leave was submitted. Approved personal leave requests shall not be affected by later request unless mutually agreeable. An employee may rescind a PL request up to 30 days after the approval. Thereafter, rescission of such requested time off may be accomplished only if the Employer consents.

17.05 Use for Illness or Injury. Any accrued and unused personal leave may be used by an employee who is ill or has been injured, or to care for a member of the employee's immediate family consisting of the employee's grandparents, parents, spouse, domestic partner, sibling, child, grandchild, father- in-law, or mother-in-law, and such others as may be agreed upon between the employee and the Hospital.

17.051 Notification of Illness or Injury. Whenever possible, employees shall notify the Employer at least two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. The employee must notify the Employer each day of absence if the employee is unable to work unless prior arrangements have been made with the supervisor. Failure to comply with the above specified notification requirements may result in loss of paid personal leave for that day.

17.052 Proof of Illness or Injury. Prior to payment for medically related personal leave, reasonable proof of illness or injury may be required. Proven abuse of medically related personal leave may be grounds for discharge.

17.06 Usage Requirements. Personal leave accrued but not used shall accumulate from month to month until separation providing each full time employee uses at least 120 hours of personal leave each calendar year and each part-time employee uses at least the same number of hours per year as their part-time status bears to 120 hours (i.e., a .6 part-time employee shall use 72 hours). This provision will take effect on January 1 of the year immediately following the Employee's date of hire or change of status from casual to fulltime or part-time. If an employee does not take a total of 120 hours of personal leave (or the proportionate amount for part-time employees) in a calendar year, the difference shall be canceled without pay unless the employee's supervisor certifies in writing that there was no opportunity to take the mandatory leave, in which case it will remain in the employee's accumulating balance subject to the accrual limit in Section 17.08.

17.07 Conversion to Cash. Following completion of an employee's probationary period, a full time employee or a part-time employee may request a cash payment, in whole or part, for accrued hours of personal leave. However, the exercise of this option does not eliminate the mandatory use of personal leave as provided for in Section 17.06 above. In no case shall conversion to cash reduce the employee's leave balance to less than 80 hours. Requests for conversion must be received by the Payroll Department prior to the end of the pay period and will be paid on the following payday.

17.08 Limits of Accrual. No employee shall be allowed to carry-over more than 750 hours of personal leave to the next calendar year. Accrued, yet unused personal leave in excess of this limit shall be paid out to the Employee at his/her present base rate of pay on the first pay period in January of each year. This provision does not eliminate the mandatory use of personal leave as provided for in section 17.06 of this agreement.

17.09 Use of Personal Leave for Holidays. All employees are required to use a day of personal leave time for each designated holiday unless required to work on the holiday or it is a scheduled day off for the employee. Personal leave accrual rates were established in consideration of this requirement. An employee using paid leave on a holiday who is called into work shall not be required to use paid leave for any hours actually worked.

17.091 Employee Holiday Pay Waiver. Employees not normally scheduled to work holidays may waive their right to holiday pay and, with prior supervisory approval, work the holiday at their straight time rate of pay. A written waiver will be required for each holiday and will be available to the Union.

17.10 Payment Upon Termination. Following completion of an employee's probationary period, an employee shall be paid upon termination of employment for all personal leave accrued but not used; provided, however, this provision shall not apply to those employees who terminate their employment without giving the required fourteen (14) days prior written notice or to those employees who are discharged for gross misconduct or serious employment infractions.

17.11 Days and Hours. For the purpose of this Article days and hours shall be interchangeable and each day shall consist of eight (8) hours.

ARTICLE 18 – OTHER PAID LEAVE

18.01 Educational Leave/Benefit. Full and Part time employees shall be allowed up to twenty-four (24) hours of paid educational leave per year, or in lieu of such leave, up to twenty-four (24) hours per year of pay for approved educational program participation outside of work hours. Such leave or program participation shall be subject to budgetary considerations and scheduling require- ments of the Employer. The use of this educational leave/benefit is strictly limited to attendance (which includes time spent getting to and from the program) at schools or other entities (e.g. electronic, on-line media, or professional organizations) offering bona fide educational programs approved by the Employer. Education leave must be completed by the end of the first full pay period in December each year.

18.02 Professional Leave. Full and Part time employees may be allowed up to twenty-four (24) hours of paid professional leave per year, provided, however, such leave shall be subject to budgetary considerations and scheduling requirements of the Employer. Professional leave shall be used only for events such as conferences, seminars, or trade shows sponsored by recognized professional organizations related to the employee's position. Employee must be a member of a recognized professional organization related to the employee's position. Professional Leave must be completed by the end of the first full pay period in December each year.

18.03 Bereavement Leave. When a death occurs in a Full or Part time employee's immediate family (defined as grandparent, parent, spouse, domestic partner, sibling, child, grandchild, son-in- law, daughter-in-law, mother-in-law or father-in-law, and such others as may be agreed upon between the employee and the Employer), he or she will be entitled to a leave of absence from scheduled work of up to 40 hours (pro-rated for part-time employees) with pay to participate in the memorial service and/or attend to the affairs of the deceased. If it is necessary for the employee to leave Juneau, the 40-hour period will be extended to ten (10) days; however, the amount of compensation available to the employee will remain 40 hours.

If an employee is on vacation and is utilizing personal leave, the employee may convert such vacation time (up to 40 hours, pro-rated for part-time employees) to bereavement leave provided the employee requests such conversion in writing to the Employer within five (5) calendar days upon return from vacation.

Pay for bereavement leave will be provided only in the event the employee was thus unable to perform work for which the employee had otherwise been scheduled with the exception of a) above.

18.04 Union Leave. The release of bargaining unit members for Union Leave shall be handled on the same basis as release from duty for Personal Leave. Such approval shall not be unreasonably withheld by the supervisor. In instances of contract negotiations and other highly critical matters of long duration, the Employer agrees that every reasonable effort will be made to release bargaining unit members from their duties; however, the parties recognize that a situation may develop such that a bargaining unit member may not be released.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 In General. Employees shall request all leaves of absence from the Employer in writing as far in advance as possible stating the reason for the leave and the amount of time requested. The Employer shall, as soon as possible after receipt of the leave of absence request (but in no event longer than thirty (30) days following receipt), provide the employee with a written reply either granting or denying the leave. The Employer, taking into account staffing, financial and patient care considerations shall not unreasonably deny an employee's leave of absence request.

19.011 Compensation/Accrual While On Leave. Unless otherwise specified in writing at the time the leave is granted all leaves of absence shall be unpaid. All unpaid leaves of absence shall be provided without loss of seniority or accrued benefits. Accrued, yet unused personal leave shall be paid out to the employee when the leave of absence begins.

19.02 Personal Leave of Absence. Following completion of the employee's probationary period, a personal leave of absence without pay may be granted for a period of up to one (1) year for educational, sabbatical, medical or personal reasons.

19.03 Union Leave of Absence. Following completion of an employee's probationary period, a personal leave of absence without pay may be granted for a period of two (2) years to an employee who has been elected or appointed to a Union position. The Employer shall not unreasonably deny the request.

19.04 Unpaid Union Leave for Negotiations. Union members of the contract negotiation team may be allowed to take unpaid union leave for contract negotiation meetings only.

19.05 Military Leave. Leave required in order for an employee to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the employee's earned personal leave time.

19.06 Return From Leave. An employee who returns from an approved leave of absence in a timely fashion in accordance with a Leave of Absence Agreement shall be provided his or her previous position if it is open. In the event the previous position is not open, the employee will be offered the next available position compatible with the employee's job description for which the employee is qualified, in the opinion of the Employer. If another position compatible with the employee's job description for which the employee is qualified is not available, the employee will be placed on layoff status. Failure of an employee to accept a position as described above when offered shall relieve the Employer of any further obligation hereunder and shall constitute voluntary termination on the part of the employee.

ARTICLE 20 – FAMILY MEDICAL LEAVE/ALASKA FAMILY LEAVE

20.01 The Employer agrees to adhere to the provisions of the Family Medical Leave Act (FMLA) of 1993 and the Alaska Family Leave Act (AFLA) for all eligible employees in the bargaining unit.

ARTICLE 21 - HEALTH EXAMINATIONS

21.01 Requirements. At the time of employment, all employees will, as a condition of continued employment, complete a ~~physical~~ health screening form and submit to ~~a~~ tuberculosis~~in~~, measles, mumps, rubella~~eola~~, hepatitis B and varicella screening. Annually thereafter, all employees, as a condition of continued employment, will submit to ~~a tuberculin screening~~other health screenings related to working with hazards and maintaining employee health while working with those hazards. From time to time, the Employer or the State of Alaska may require other related tests.

21.02 Influenza Precautions. The Employer will endeavor to provide an influenza vaccination to employees by September 15th of any given year. Such vaccination shall be provided at no cost to the employee. Those who choose not to receive the vaccination will wear an appropriate mask provided by the Employer or an Employer-approved personal mask during the influenza season. The employer shall designate what constitutes influenza season based on CDC reports and clinical evidence.

ARTICLE 22 - CONFIDENTIAL INFORMATION

22.01 Confidential Information. Any indiscriminate or unauthorized review, use or disclosure of information, medical, personal, contractual or otherwise, regarding the Hospital, any patient or employee is expressly prohibited. Except when required in the regular course of business, the discussion, use, transmission or narration, in any form, of any such information which is obtained in the regular course of business is prohibited. Violation of this paragraph shall be grounds for immediate discipline including immediate termination.

ARTICLE 23 - UNION ACCESS/BULLETIN BOARD

23.01 Access. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Hospital's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employee lounge used primarily by non-bargaining unit employees, nursing units, or other patient care areas unless advance approval has been obtained from the Administrator. Access to the Hospital's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the hospital.

a. Subject to the provisions of Article 18.04, an authorized Union representative may be granted Union Leave for up to one shift per week to conduct Union business.

b. Such leave time taken shall be compensated from the Union Leave Bank.

23.02 Authorized Representative. The Union shall notify the Employer of the name of its Representatives who are authorized to speak on behalf of the Union. The Representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the

selection. Unless otherwise agreed to by the Employer where circumstances warrant, the investigation of grievances and other Union business shall be conducted only during non-working times, and shall not interfere with the work of other employees.

23.03 Bulletin Board/ Electronic Notification.

a. The Employer shall furnish four bulletin boards in the main hospital building plus one bulletin board per building where bargaining unit employees work outside of the main building on the main Hospital campus, to be placed in mutually agreed prominent places for use of the local unit. All other boards shall be for the exclusive use of the Employer. Material posted may include meeting notices, Union newsletters and communications, training and education, information and general matters all related to professional matter, patient care and health care. All material posted on the bulletin board must, prior to posting, be approved by the Employer and signed by a designated local unit representative.

b. The Union may use the Employer's e-mail system to communicate with bargaining unit members. Usage of the system may be curtailed should it adversely impact the Employer's ability to conduct its day-to-day business. The Union acknowledges and agrees to abide by the Employer's "Network Computing Policy".

ARTICLE 24 - DISCIPLINE/EMPLOYEE RESPONSIBILITIES

24.01 Right of Discipline. It is recognized that the Employer has the right to discipline an employee for just cause; provided however, that the employee and/or the Union shall have the right to appeal any such action in accordance with provisions of the grievance procedure contained herein.

24.02 Reasonable Rules. The employees shall observe the Employer's reasonable rules. The Union will be given a copy of the Employer rules. Employees who violate safety rules and other reasonable written rules established by the Employer may be subject to disciplinary action including immediate discharge.

24.03 Access to Representative. An employee may upon request have a Union representative present at any meeting with the Employer when the employee reasonably believes such meeting may result in disciplinary action or probationary separation.

24.04 Method of Discipline. The Employer shall not discipline any employee without just cause. Any employee discharged, suspended, or demoted for disciplinary reasons will be furnished in writing the reasons for such action and, in the event of discharge, shall be paid in full within seventy-two (72) hours from the date of such discharge excluding weekends and holidays. In the event an employee is suspended without pay or discharged, the Employer will, within five (5) working days, forward to the local Union office a notice of such action by certified mail.

24.05 Personnel Records. Personnel records will be maintained for each employee. Information contained in the personnel record will include but not be limited to: employment application and supporting materials, performance appraisals, records of payroll activity, licensure and training

records, letters of commendation and recognition, and records of disciplinary action. By appointment, employees (who may be accompanied by a Union representative) may inspect their personnel records. By appointment and with a signed letter from the employee, a union representative may inspect an employee's personnel record. A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary action form for the purpose of acknowledging receipt thereof. Employees will be given the opportunity to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work) reason for termination, permanent change in status, pay or shift and leaves of absence shall be in writing with a copy given to the employee.

24.06 Use of Alcohol or Other Drugs. An employee reporting for duty under the influence of alcohol, drugs or intoxicants, or consuming alcohol, drugs, or other intoxicants while on duty, will be subject to disciplinary action which may include immediate termination.

24.061 Drug Free Workplace Act. The parties acknowledge that the Hospital and employees may be required to comply with the Drug Free Workplace Act. If the Act applies, the parties agree to comply with its provisions. As the need arises, the parties agree to follow the Hospital's "Procedure for Dealing with an Impaired Employee." This Section shall not apply to the use of prescribed drugs providing such use does not adversely affect the employee's job performance.

24.062 Education and Training. Supervisors and other responsible staff shall be given training to address and recognize the signs and symptoms of prohibited alcohol/drug use by employees and the appropriate steps for implementation of "Procedure for Dealing with an Impaired Employee" policy.

24.07 Courtesy and Respect. The parties to this Agreement recognize the right of all hospital staff, patients, and public to be treated with courtesy and respect.

24.08 Employee Notification of Resignation. Employees shall be required to give at least fourteen (14) days written notice of resignation. Failure to give notice shall result in loss of accrued personal leave. The requirement for advance notification of resignation may be waived by the Employer for justifiable reasons beyond the employee's control.

24.09 Employee Notification Responsibility. Employees shall provide the Employer with a current telephone number at the employee's residence or an equivalent method of communication for notification by the Employer if necessary under this Agreement.

ARTICLE 25 - PATIENT TRANSPORTS

25.01 Compensation. An employee who is selected to ~~act as an escort for a patient who is being transported~~ perform a patient transport to another facility shall be compensated for time worked, or a minimum of eight (8) hours of their straight time rate per day of the trip. If it is not possible to return to Juneau in the same day of travel due to unforeseen circumstances, the employee will immediately notify the House Supervisor of any unanticipated delays or changes in travel. ~~receive eight (8) hours of paid time per trip unless weather conditions render it impossible for the employee to return to Juneau in a timely fashion, in which case the employee shall receive an~~

~~additional paid eight (8) hours until he or she is able to return to Juneau.~~

25.02 Actual Expenses. In accordance with the Employer's travel policy, the ~~escort~~ employee providing the patient transport shall be reimbursed for actual expenses incurred for the patient or the employee, including food, lodging and ground transportation. The employee performing a patient transport may request an advance payment for anticipated expenses. The employee will provide receipts upon return.

ARTICLE 26 - HEALTH AND WELFARE

26.01 Tiered Health Care Coverage. The Employer shall provide a tiered benefits program for the provision of health insurance. Employees may choose to opt out of this program, provided they submit annual documentation that verifies coverage under another insurance plan that is at least equal to the Employee Only Economy tier.

a. Employees will pay /contribute toward their chosen health insurance benefit at the same amount as the employees of the City and Borough of Juneau.

b. Eligible part-time employees shall be provided the option of participating in the Employee Only Economy tier of the group insurance plan at the same cost of full-time employees.

26.011 Benefit Levels.

a. The eligibility of the employee, their dependents and spouse for coverage and the precise benefits to be provided shall be based on the tiered insurance benefit plan written and maintained by the City and Borough of Juneau.

b. The Employer shall provide written notice to employees of changes to the level of health insurance benefits at least sixty (60) days prior to the open enrollment period.

26.012 Termination of Benefits.

A. When an employee leaves employment, health insurance coverage ends at 12:01 AM on the day following the last day of pay status. In the case of an employee's death the health insurance coverage ends the last day of the month.

B. Employees on an approved Leave of Absence under Article 19.02 or 19.03 are not eligible for Employer provided health insurance.

26.013 Health Committee. The Parties will participate in the CBJ Health Committee.

26.02 Other Insurance. The Employer will provide Workers Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Alaska.

26.03 CBJ Health Yourself Rewards Program. The Employer will make available to

benefitted employees participation in the CBJ Health Yourself Rewards Program under the same terms and conditions as applied to CBJ employees.

ARTICLE 27 - PENSIONS

27.01 Pension Program. The Employer shall continue to participate in the Public Employees Retirement System (PERS) or any other retirement system which the City and Borough of Juneau may subsequently participate in, on behalf of each and every eligible employee covered by this Agreement. Retirement benefits and eligibility requirements for participation shall be defined by that plan.

ARTICLE 28 - ~~MISCELLANEOUS DEDUCTIONS~~(Reserved)

~~**28.01 Credit Union Participation.** Upon written authorization of an employee, the Employer shall make monthly deductions from the employee's gross income in an amount designated by the employee and deposit such deductions into the employee's account or accounts at one or more of the credit unions affiliated with the hospital.~~

ARTICLE 29 - SAVINGS CLAUSE

29.01 State and Federal Laws. This Agreement shall be subject to all present and future applicable federal and state laws executive orders of the President of the United States or the Governor of the State of Alaska and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provisions.

29.02 Amendments. Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

ARTICLE 30 - CONCLUSION OF BARGAINING

30.01 Entire Agreement. This agreement is the entire Agreement between the Employer and the Union. The parties acknowledge that they have fully bargained on all subjects not removed by law and have settled them for the duration of this Agreement. This agreement terminates all prior agreements, written and oral understandings between the parties, for the duration of this Agreement.

ARTICLE 31- DURATION OF AGREEMENT

31.01 Expiration Date. This Agreement shall become effective January 1, 2021~~18~~ and shall remain in full force and effect up to and including the 31st day of December 2023~~0~~ (the "expiration date") unless changed by mutual consent. Should the Union or the Employer desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. Upon receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new agreement on or before the expiration date, this Agreement shall continue in effect past the expiration date, provided, however, either party gives not less than ten (10) days written notice of termination, and the Agreement will terminate at the end of the tenth day without further action on either party.

ARTICLE 32 - LABOR/MANAGEMENT COMMITTEE

32.01 Labor/Management Committee. The Parties will participate in a Labor Relations Committee, which will be composed of a minimum four members from Management and a minimum four members from the Union but the numbers must be equal. The Committee will schedule quarterly meetings at the beginning of every fiscal year in an effort to enhance communications, promote a positive work environment, discover, discuss and resolve issues or problems that are not typically covered by the Collective Bargaining Agreement.

32.02 Union / HR regular updates. Either the Union President, or the Union President's designee, or the Human Resources Director may request brief, regular meetings with the other to discuss events or concerns. The length, regularity, and method of meeting will depend on the nature of the events or concerns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____day of_____ 2021.

COLLECTIVE BARGAINING AGREEMENT:

BARTLETT REGIONAL HOSPITAL

/s/_____
Rose Lawhorne, CEO,
Bartlett Regional Hospital

/s/_____
Dallas Hargrave, Chief Spokesperson,
HR Director,
Bartlett Regional Hospital

Billy Gardner, Chief Operating Officer
Bradley Grigg, Chief Behavioral Health Officer
James Jurrens, Surgical Services Director
Cindy Carte, HR Manager

HEALTHCARE UNIT 2201

/s/_____
Holly Hunter, Chief Spokesperson,
Healthcare Unit 2201, President

Nelea Fenumiai, Vice-President
Anjela Johnston, Secretary
Kiara Svensson, Treasurer
Margie Fisher, Executive Steward
Mary Frances Fisher, Member Representative
Michael Perry, Member Representative

APPENDIX A

~~Effective on November 29, 2015 and during~~During the term of this agreement, employees in the following listed positions shall be compensated at not less than the hourly rates listed in the attached wage scales.

(1) Steps 1 through 4 are separated by 2080 review hours
(2) Steps 4 through 13 are separated by 6240 review hours

~~Employees whose pay rates are in excess of the final step of the pay schedule upon implementation of the new pay structure shall continue to have their rate of pay frozen until such a time as general increases or market changes to the wage schedule surpass their frozen rate of pay.~~

Effective the first payday in July 2021~~18 (Pay Period June 17, 2018 to June 30, 2018),~~ a 2~~1.5~~% increase will be applied to Step 4 of the wage scales in effect on ~~June 16, 2018~~the last pay period of FY2021.

Effective the first payday in July 2022~~19~~, ~~(Pay Period June 16, 2019 to June 29, 2019),~~ a 2~~1~~% increase will be applied to Step 4 of the wage scales in effect on ~~June 15, 2019~~the last pay period of FY2022.

Effective the first payday in July 2023~~0~~, ~~(Pay Period June 14, 2020 to June 27, 2020),~~ a 1% increase will be applied to Step 4 of the wage scales in effect on ~~June 13, 2020~~the last pay period of FY2023.

~~In lieu of a wage increase, those who have their rate of pay frozen above Step 13 of the wage scale after the scheduled wage increase, shall receive a lump sum payment equivalent to the percent increase received by those who do not have their pay frozen above Step 13 of the wage scale. This lump sum payment is due at the time of the scheduled wage increase as a separate check.~~

All bargaining unit members in full time positions who are employed on June 1, 2021, shall receive a "special payment bonus" lump sum payment in the amount of one thousand dollars ($1000) on the first payday in July 2021. All bargaining unit members in part time, casual or PRN positions who are employed on June 1, 2021 shall receive a "special payment bonus" lump sum payment in the amount of five hundred ($500) on the first payday in July 2021.

Insert wage schedules below

Presented by: The Manager
Introduced: 05/24/21
Drafted by: Bond Counsel

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Resolution No. 2948

A Resolution Providing For Interest Rates For The Hospital Revenue Refunding Bond Being Issued Through The Alaska Municipal Bond Bank.

WHEREAS, on May 18, 2020, the Assembly of the City and Borough of Juneau, Alaska (the "City and Borough"), passed Ordinance Serial No. 2020-21, as amended by Ordinance Serial No. 2021-15 passed on April 26, 2021, authorizing the issuance and sale of its Hospital Revenue Refunding Bond (the "Authorized Bond") in order to refinance the City and Borough's Hospital Revenue Refunding Bond, 2013 in the original principal amount of $23,660,000 (the "2013 Hospital Bond"); and

WHEREAS, pursuant to Section 2 of said Ordinance Serial No. 2020-21, as amended, the City Manager of the City and Borough or his/her designee shall be authorized to negotiate the sale of the Authorized Bond (hereinafter defined as the Bond) to the Alaska Municipal Bond Bank (the "Bond Bank"); and

WHEREAS, Section 10.2(b) of the Charter of the City and Borough provides that the Assembly shall by resolution prescribe the rate or rates of interest on the Bond;

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

Section 1. Bond Sale. The sale of the Authorized Bond is hereby authorized and approved under the terms prescribed in this resolution (the "Bond"). The Bond shall be designated as the Hospital Revenue Refunding Bond, 2021 (Taxable) (Bartlett Regional Hospital Project). Capitalized terms in this resolution which are not otherwise defined shall have the meanings given

such terms in Ordinance Serial No. 2020-21 of the Assembly, as amended by Ordinance Serial No. 2021-15 (collectively, the "Bond Ordinance").

Section 2. Bond Date, Maturity; Payments; Designation. The Bond shall be dated the date of delivery, expected to be June 16, 2021, shall mature in the principal amounts prescribed on Schedule A attached hereto and by this reference made a part hereof and shall bear interest payable on December 1, 2021 and semiannually thereafter on the first days of each June and December at the rates prescribed on Schedule A. At the time of sale of the Bond, the City Manager or his/her designee may increase or decrease the estimated principal amounts for each series on Schedule A within the parameters specified in the Bond Ordinance, and may decrease the interest rates for each series shown on Schedule A depending upon orders received for particular maturities, so long as a reduced debt service on the 2013 Hospital Bond is achieved. The authority granted to the City Manager and his/her designee pursuant to this Section shall be effective from the date of adoption of this resolution until June 24, 2021. If the Bond Bank has not made a final offer of terms approved by the City Manager or his/her designee consistent with the prescriptions of this resolution by June 24, 2021, the authority granted by this resolution shall be rescinded. Both principal of and interest on the Bond shall be paid as provided in the Bond Ordinance and in the Amendatory Loan Agreement between the Bond Bank and the City and Borough.

Section 3. Delivery of the Bond. The proper officials of the City and Borough are authorized and directed to execute all documents and to do everything necessary for the preparation and delivery of the Bond in definitive form to the Bond Bank.

Section 4. Continuing Disclosure Undertaking. The City and Borough acknowledges that, under the Rule, the City and Borough may now or in the future be an "obligated person" with respect to the Bond Bank Bonds. In accordance with the Rule and as the Bond Bank

may require, the City and Borough shall undertake to provide certain annual financial information and operating data as shall be set forth in the Amendatory Loan Agreement. The City Manager or his/her designee is hereby directed and authorized to review, approve and execute a continuing disclosure undertaking if required by the Bond Bank.

Section 5. Ratification. All actions taken by the City Manager or his/her designee relative to the sale of the Bond are hereby in all respects ratified and confirmed. The City Manager of the City and Borough or his/her designee is hereby authorized to do all things necessary for the prompt execution, issuance and delivery of the Bond and for the proper application and use of the Bond proceeds; is hereby authorized to review and approve on behalf of the City and Borough portions of the final Official Statement relative to the Bond and the City and Borough with such additions and changes as may be deemed necessary or advisable; and his/her approval of portions of the Preliminary Official Statement is ratified and confirmed.

Section 6. Severability. The covenants contained in this resolution shall constitute a contract between the City and Borough and the owner of the Bond. If any one or more of the covenants or agreements provided in this resolution to be performed on the part of the City and Borough shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bond.

Section 7. Effective Date. This resolution shall be effective immediately upon adoption.

ADOPTED this 24th day of May, 2021.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

CERTIFICATE

I, the undersigned, Municipal Clerk of the City and Borough of Juneau (herein called the "City and Borough") DO HEREBY CERTIFY:

1. That the attached Resolution No. 2948 (herein called the "Resolution") is a true and correct copy of a resolution of the City and Borough as adopted at a meeting of the Assembly of the City and Borough (the "Assembly") held on May 24, 2021 and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Assembly voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of May, 2021.

_____

Elizabeth J. McEwen, Municipal Clerk
City and Borough of Juneau

Schedule A

City and Borough of Juneau, Alaska
Hospital Revenue Refunding Bond, 2021 (Taxable)
(Bartlett Regional Hospital Project)

Prescribed Maturity Schedule

Maturity Years (December 1)	Principal Amounts	Coupon Interest Rates	Maximum Effective Interest Rates
2021	$ 75,000	5.50%	1.56%
2022	145,000	5.50	1.66
2023	150,000	5.50	1.83
2024	150,000	5.50	2.17
2025	155,000	5.50	2.37
2026	1,205,000	5.50	2.78
2027	1,240,000	5.50	3.03
2028	1,265,000	5.50	3.26
2029	1,290,000	5.50	3.36
2030	1,325,000	5.50	3.46
2031	1,360,000	5.50	3.56
2032	1,115,000	5.50	3.66
2033	0	5.50	3.76
2034	670,000	5.50	3.86
2035	600,000	5.50	3.96
Total:	$ 10,745,000		

Presented by: The Manager
Introduced: 05/24/21
Drafted by: Bond Counsel

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Resolution No. 2952

A Resolution Providing For Interest Rates For The Port Revenue Refunding Bond Being Issued Through The Alaska Municipal Bond Bank.

WHEREAS, on May 18, 2020, the Assembly of the City and Borough of Juneau, Alaska (the "City and Borough"), passed Ordinance Serial No. 2020-21, as amended by Ordinance Serial No. 2021-15 passed on April 26, 2021, authorizing the issuance and sale of its Port Revenue Refunding Bond (the "Authorized Bond") in order to refinance the City and Borough's Port Revenue Bond, 2015 (AMT) in the original principal amount of $20,595,000 (the "2015 Port Bond"); and

WHEREAS, pursuant to Section 2 of said Ordinance Serial No. 2020-21, as amended, the City Manager of the City and Borough or his/her designee shall be authorized to negotiate the sale of the Authorized Bond (hereinafter defined as the Bond) to the Alaska Municipal Bond Bank (the "Bond Bank"); and

WHEREAS, Section 10.2(b) of the Charter of the City and Borough provides that the Assembly shall by resolution prescribe the rate or rates of interest on the Bond;

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

Section 1. Bond Sale. The sale of the Authorized Bond is hereby authorized and approved under the terms prescribed in this resolution (the "Bond"). The Bond shall be designated as the Port Revenue Refunding Bond, 2021 (AMT Forward Delivery). Capitalized terms in this resolution which are not otherwise defined shall have the meanings given such terms in Ordinance

Serial No. 2020-21 of the Assembly, as amended by Ordinance Serial No. 2021-15 (collectively, the "Bond Ordinance") (the "Bond Ordinance").

Section 2. Bond Date, Maturity; Payments; Designation. The Bond shall be dated the date of delivery, expected to be June 16, 2021, shall mature in the principal amounts prescribed on Schedule A attached hereto and by this reference made a part hereof and shall bear interest payable on June 1, 2022 and semiannually thereafter on the first days of each June and December at the rates prescribed on Schedule A. At the time of sale of the Bond, the City Manager or his/her designee may increase or decrease the estimated principal amounts for each series on Schedule A within the parameters specified in the Bond Ordinance, and may decrease the interest rates for each series shown on Schedule A depending upon orders received for particular maturities, so long as a reduced debt service on the 2015 Port Bond is achieved. The authority granted to the City Manager and his/her designee pursuant to this Section shall be effective from the date of adoption of this resolution until June 24, 2021. If the Bond Bank has not made a final offer of terms approved by the City Manager or his/her designee consistent with the prescriptions of this resolution by June 24, 2021, the authority granted by this resolution shall be rescinded. Both principal of and interest on the Bond shall be paid as provided in the Bond Ordinance and in the Amendatory Loan Agreement between the Bond Bank and the City and Borough.

Section 3. Delivery of the Bond. The proper officials of the City and Borough are authorized and directed to execute all documents and to do everything necessary for the preparation and delivery of the Bond in definitive form to the Bond Bank.

Section 4. Continuing Disclosure Undertaking. The City and Borough acknowledges that, under the Rule, the City and Borough may now or in the future be an "obligated person" with respect to the Bond Bank Bonds. In accordance with the Rule and as the Bond Bank

may require, the City and Borough shall undertake to provide certain annual financial information and operating data as shall be set forth in the Amendatory Loan Agreement. The City Manager or his/her designee is hereby directed and authorized to review, approve and execute a continuing disclosure undertaking if required by the Bond Bank.

Section 5. Ratification. All actions taken by the City Manager or his/her designee relative to the sale of the Bond are hereby in all respects ratified and confirmed. The City Manager of the City and Borough or his/her designee is hereby authorized to do all things necessary for the prompt execution, issuance and delivery of the Bond and for the proper application and use of the Bond proceeds; is hereby authorized to review and approve on behalf of the City and Borough portions of the final Official Statement relative to the Bond and the City and Borough with such additions and changes as may be deemed necessary or advisable; and his/her approval of portions of the Preliminary Official Statement is ratified and confirmed.

Section 6. Severability. The covenants contained in this resolution shall constitute a contract between the City and Borough and the owner of the Bond. If any one or more of the covenants or agreements provided in this resolution to be performed on the part of the City and Borough shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bond.

Section 7. Effective Date. This resolution shall be effective immediately upon adoption.

ADOPTED this 24th day of May, 2021.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

CERTIFICATE

I, the undersigned, Municipal Clerk of the City and Borough of Juneau (herein called the "City and Borough") DO HEREBY CERTIFY:

1. That the attached Resolution No. 2952 (herein called the "Resolution") is a true and correct copy of a resolution of the City and Borough as adopted at a meeting of the Assembly of the City and Borough (the "Assembly") held on May 24, 2021 and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Assembly voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of May, 2021.

_____

Elizabeth J. McEwen, Municipal Clerk
City and Borough of Juneau

Schedule A

City and Borough of Juneau, Alaska
Port Revenue Refunding Bond, 2021 (AMT Forward Delivery)

Prescribed Maturity Schedule

Maturity Years (December 1)	Principal Amounts	Coupon Interest Rates	Maximum Effective Interest Rates
2030	$ 1,175,000	5.50%	3.12%
2031	1,235,000	5.50	3.23
2032	1,290,000	5.50	3.38
2033	1,360,000	5.50	3.44
2034	1,095,000	5.50	3.48
Total:	$ 6,155,000		

Presented by: The Manager
Introduced: 05/24/21
Drafted by: Bond Counsel

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Resolution No. 2951

A Resolution Providing For Interest Rates For The General Obligation Refunding Bond Being Issued Through The Alaska Municipal Bond Bank.

WHEREAS, on May 18, 2020, the Assembly of the City and Borough of Juneau, Alaska (the "City and Borough"), passed Ordinance Serial No. 2020-21, as amended by Ordinance Serial No. 2021-15 passed on April 26, 2021, authorizing the issuance and sale of its General Obligation Refunding Bond (the "Authorized Bond") in order to refinance the City and Borough's General Obligation Bond, 2013 in the original principal amount of $2,600,000 (the "2013 GO Bond"); and

WHEREAS, pursuant to Section 2 of said Ordinance Serial No. 2020-21, as amended, the City Manager of the City and Borough or his/her designee shall be authorized to negotiate the sale of the Authorized Bond (hereinafter defined as the Bond) to the Alaska Municipal Bond Bank (the "Bond Bank"); and

WHEREAS, Section 10.2(b) of the Charter of the City and Borough provides that the Assembly shall by resolution prescribe the rate or rates of interest on the Bond;

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

Section 1. Bond Sale. The sale of the Authorized Bond is hereby authorized and approved under the terms prescribed in this resolution (the "Bond"). The Bond shall be designated as the General Obligation Refunding Bond, 2021B (Taxable). Capitalized terms in this resolution which are not otherwise defined shall have the meanings given such terms in Ordinance Serial

No. 2020-21 of the Assembly, as amended by Ordinance Serial No. 2021-15 (collectively, the "Bond Ordinance").

Section 2. Bond Date, Maturity; Payments; Designation. The Bond shall be dated the date of delivery, expected to be June 16, 2021, shall mature in the principal amounts prescribed on Schedule A attached hereto and by this reference made a part hereof and shall bear interest payable on December 1, 2021 and semiannually thereafter on the first days of each June and December at the rates prescribed on Schedule A. At the time of sale of the Bond, the City Manager or his/her designee may increase or decrease the estimated principal amounts for each series on Schedule A within the parameters specified in the Bond Ordinance, and may decrease the interest rates for each series shown on Schedule A depending upon orders received for particular maturities, so long as a reduced debt service on the 2013 GO Bond is achieved. The authority granted to the City Manager and his/her designee pursuant to this Section shall be effective from the date of adoption of this resolution until June 24, 2021. If the Bond Bank has not made a final offer of terms approved by the City Manager or his/her designee consistent with the prescriptions of this resolution by June 24, 2021, the authority granted by this resolution shall be rescinded. Both principal of and interest on the Bond shall be paid as provided in the Bond Ordinance and in the Amendatory Loan Agreement between the Bond Bank and the City and Borough.

Section 3. Delivery of the Bond. The proper officials of the City and Borough are authorized and directed to execute all documents and to do everything necessary for the preparation and delivery of the Bond in definitive form to the Bond Bank.

Section 4. Continuing Disclosure Undertaking. The City and Borough acknowledges that, under the Rule, the City and Borough may now or in the future be an "obligated person" with respect to the Bond Bank Bonds. In accordance with the Rule and as the Bond Bank

may require, the City and Borough shall undertake to provide certain annual financial information and operating data as shall be set forth in the Amendatory Loan Agreement. The City Manager or his/her designee is hereby directed and authorized to review, approve and execute a continuing disclosure undertaking if required by the Bond Bank.

Section 5. Ratification. All actions taken by the City Manager or his/her designee relative to the sale of the Bond are hereby in all respects ratified and confirmed. The City Manager of the City and Borough or his/her designee is hereby authorized to do all things necessary for the prompt execution, issuance and delivery of the Bond and for the proper application and use of the Bond proceeds; is hereby authorized to review and approve on behalf of the City and Borough portions of the final Official Statement relative to the Bond and the City and Borough with such additions and changes as may be deemed necessary or advisable; and his/her approval of portions of the Preliminary Official Statement is ratified and confirmed.

Section 6. Severability. The covenants contained in this resolution shall constitute a contract between the City and Borough and the owner of the Bond. If any one or more of the covenants or agreements provided in this resolution to be performed on the part of the City and Borough shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bond.

Section 7. Effective Date. This resolution shall be effective immediately upon adoption.

ADOPTED this 24th day of May, 2021.

_____
Beth A. Weldon, Mayor

Attest:

_____
Elizabeth J. McEwen, Municipal Clerk

CERTIFICATE

I, the undersigned, Municipal Clerk of the City and Borough of Juneau (herein called the "City and Borough") DO HEREBY CERTIFY:

1. That the attached Resolution No. 2951 (herein called the "Resolution") is a true and correct copy of a resolution of the City and Borough as adopted at a meeting of the Assembly of the City and Borough (the "Assembly") held on May 24, 2021 and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Assembly voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of May, 2021.

_____

Elizabeth J. McEwen, Municipal Clerk
City and Borough of Juneau

Schedule A

City and Borough of Juneau, Alaska
General Obligation Refunding Bond, 2021B (Taxable)

Prescribed Maturity Schedule

Maturity Years (December 1)	Principal Amounts	Coupon Interest Rates	Maximum Effective Interest Rates
2021	$ 15,000	5.50%	1.56%
2022	30,000	5.50	1.66
2023	30,000	5.50	1.83
2024	150,000	5.50	2.17
2025	155,000	5.50	2.37
2026	160,000	5.50	2.78
2027	160,000	5.50	3.03
2028	160,000	5.50	3.26
2029	165,000	5.50	3.36
2030	175,000	5.50	3.46
2031	175,000	5.50	3.56
2032	180,000	5.50	3.66
2033	185,000	5.50	3.76
Total:	$ 1,740,000		

Presented by: The Manager
Presented: 05/24/2021
Drafted by: R. Palmer III

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2954

A Resolution Reducing the 2021 Certificate of Public Convenience and Necessity Fee for Commercial Passenger Vehicles.

WHEREAS, CBJC 20.40.400 requires every commercial passenger vehicle business to obtain a certificate of public convenience and necessity from the CBJ annually; and

WHEREAS, 20 CBJAC 40.120(a)(3)(A) establishes the certificate fee for Class A and Class B businesses at $1,500 and for Class C businesses at $750 annually; and

WHEREAS, the many commercial passenger vehicle businesses derive the bulk of their customers from cruise ship passengers and cruise ships are not anticipated to arrive until later this summer, if at all.

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

Section 1. For calendar year 2021, the certificate of public convenience and necessity fee is reduced by 66%:

(i) Class A and Class B.… $500 ~~$1,500~~

(ii) Class C … $250 ~~$750~~.

Section 2. Effective Date. This resolution shall be effective immediately after its adoption.

Adopted this _____ day of _____, 2021.

_____
Beth A. Weldon, Mayor

Attest:

_____
Elizabeth J. McEwen, Municipal Clerk

MEMORANDUM

CITY/BOROUGH OF JUNEAU
155 South Seward Street, Juneau, Alaska 99801

TO: Rorie Watt
City and Borough Manager

DATE: May 19, 2021

FROM: Greg Smith
Contracts Administrator

FILE: 2099

SUBJ: BID RESULTS:
Crest Street Reconstruction
CBJ Contract No. BE21-219

Bids were opened on the subject project on May 18, 2021. The bid protest period expired at 4:30 p.m. on May 19, 2021. Results of the bid opening are as follows:

RESPONSIVE BIDDERS	TOTAL BID
North40 Construction Corporation	**$1,963,613**
Admiralty Construction, Inc	$2,043,243
Coogan Construction	$2,336,769
Architect's or Engineer's Estimate	$2,001,166

Project Manager: Alec Venechuk, P.E.

Project Description: This Project consists of reconstruction of Crest Street from Yandukin Road to Old Dairy Road. WORK will include replacement of the water main and services, replacement of 18-inch AC sanitary sewer main and services, and installation of a new storm drain system. WORK will also include replacement of the roadway subbase to a depth of 24-inches, resurfacing with asphalt cement pavement, and the addition of curb and gutter with sidewalk along the West side of the roadway.

Funding Source: GO Bond '21 CIP's; $3,000,000
Total Project Funds: $3,000,000
CIP No. R72-155
Construction Encumbrance: $1,963,613
Construction Contingency: $196,000
Design: $175,200
Contract Administration/Inspection: $157,000
CBJ Administrative costs: $60,000

Staff recommends award of this project to North40 Construction Corporation for the total amount bid of $1,963,613.

Approved: _____
Duncan Rorie Watt
City & Borough Manager

Date of Assembly Approval: _____

c: CBJ Purchasing

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

MEMORANDUM

CITY/BOROUGH OF JUNEAU
155 South Seward Street, Juneau, Alaska 99801

TO: Rorie Watt
City and Borough Manager

DATE: May 19, 2021

FROM: Greg Smith
Contracts Administrator

FILE: 2089

SUBJ: BID RESULTS:
Tongass Boulevard Reconstruction, Phase I
CBJ Contract No. BE21-150

Bids were opened on the subject project on May 11, 2021 . The bid protest period expired at 4:30 p.m. on May 12, 2021. Results of the bid opening are as follows:

RESPONSIVE BIDDERS	TOTAL BID
Henricksen Constructors, Inc	**$1,812,730.00**
North40 Construction Corp.	$2,059,480.00
Admiralty Construction, Inc	$2,139,335.00
Architect's or Engineer's Estimate	$1,778,812.00

Project Manager: Alec Venechuk, P.E.

Project Description: Reconstruction of Tongass Boulevard from the intersection of Trinity Drive to Dudley Street. Work generally includes clearing and grubbing, excavation, 2" minus shot rock with D-1 base course, storm drain improvements, replacement of existing water main, new water services, new fire hydrants, replacement of existing sewer main line, new sewer services, new sanitary sewer manholes, asphalt pavement, asphalt sidewalk, curb & gutter, mailboxes, traffic control signs, lighting, and other miscellaneous related WORK.

Funding Source: F519 Wastewater Fund - $265,000; F514 Water Fund - $250,000; F215 Areawide Sales Tax - $2,140,000
Total Project Funds: $2,655,000
CIP No. R72-152
Construction Encumbrance: $1,812,730.00
Construction Contingency: $181,270.00
Design: $102,400
Contract Administration/Inspection: $145,000
CBJ Administrative costs: $55,000

Staff recommends award of this project to Henricksen Constructors, Inc for the total amount bid of $1,812,730.

Approved: _____
Duncan Rorie Watt
City & Borough Manager

Date of Assembly Approval:_____

c: CBJ Purchasing

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

THE STATE of ALASKA
GOVERNOR MICHAEL J. DUNLEAVY

Department of Commerce, Community, and Economic Development
ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

April 16, 2021

City and Borough of Juneau
Via Email: beth.mcewen@juneau.org ; city.clerk@juneau.org

Re: Notice of Liquor License Renewal Applications

License Number	DBA	Type	City	Borough	Community Council
176	Breeze-In Liquor	Package Store	Juneau	Juneau	NONE
76	The Narrows Bar LLC	Beverage Dispensary	Juneau	Juneau	NONE
5506	Amalga Distillery	Distillery	Juneau	Juneau	NONE
447	No DBA	Beverage Dispensary	Juneau	Juneau	NONE
2766	Red Dog Saloon	Beverage Dispensary	Juneau	Juneau	NONE
300	DeHarts Grocery	Package Store	Juneau	Juneau	NONE

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Glen Klinkhart, Director
amco.localgovernmentonly@alaska.gov

THE STATE of ALASKA
GOVERNOR MICHAEL J. DUNLEAVY

Department of Commerce, Community, and Economic Development
ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

April 23, 2021

City and Borough of Juneau
Via Email: beth.mcewen@juneau.org ; city.clerk@juneau.org

Re: Notice of Liquor License Renewal Applications

License Number	DBA	Type	City	Borough	Community Council
2533	The Viking Lounge	Beverage Dispensary	Juneau	Juneau	NONE
5414	Juneau Elks Club No 420	Club	Juneau	Juneau	NONE
5095	PINZ	Recreationsal Site- Grandffathered	Juneau	Juneau	NONE
2175	Lupo	Restaurant/Eating Place	Juneau	Juneau	NONE

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Glen Klinkhart, Director
amco.localgovernmentonly@alaska.gov

Presented by: The Manager
Introduced: May 24, 2021
Drafted by: Finance

TRANSFER REQUEST FOR THE CITY AND BOROUGH OF JUNEAU, ALASKA

SERIAL NUMBER T-1037

It is hereby ordered by the Assembly of the City and Borough of Juneau, Alaska, that $108,000 be transferred:

From: CIP

A50-102	Terminal Construction	$108,000

To: CIP

A50-092	Float Pond Improvements	$108,000

The $108,000 consists of:

Airport Fund Balance	$108,000

Moved and Approved this_____day of_____, 2021.

_____
D. Rorie Watt, City Manager

Attest:

_____
Elizabeth J. McEwen, Municipal Clerk

Presented by: COW
Presented: 5/12/2021
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-03

An Ordinance Regulating Fireworks and Providing for a Penalty.

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

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

Section 2. Amendment of Title. Title 36, Health and Sanitation, is amended by adding a new chapter to read:

36.80 FIREWORK CONTROL CODE

36.80.010 Fireworks control.

(a) This chapter shall be known as the Fireworks Control Code.

(b) The intent of this chapter is to comprehensively regulate the use, possession, and sale of fireworks despite any contradictory provision of Title 19. Title 19 shall govern the storage of fireworks. Pursuant to Title 19, the fire chief may still prohibit or restrict the use of all fireworks at any time due to increased fire danger or any other reasons which may create a significant increased risk to public health and safety.

[State law reference, A.S. 18.72.060]

36.80.020 Fireworks prohibition and exceptions.

(a) General Prohibition. Except as specifically provided below, the use of a firework is prohibited within the City and Borough of Juneau.

(b) Exceptions.

(1) Concussive Fireworks. A person may use concussive fireworks for personal use when all three conditions are met: (i) on private property with the permission of the property owner or on designated public property, (ii) outside the fire service area, and (iii) only on New Year's and Fourth of July as defined by this chapter.

(2) Holiday Fireworks. A person may use holiday fireworks on private property with the permission of the property owner or on designated public property (i) inside the fire service area only on New Year's and Fourth of July as defined by this chapter; or (ii) outside the fire service area year-round from 10:00 AM to 10:00 PM.

(3) Allowable Fireworks. A person may use allowable fireworks on private property with the permission of the property owner or on designated public property (i) on New Year's and Fourth of July as defined by this chapter, or (ii) year-round from 10:00 AM to 10:00 PM.

(4) Year-round Outside the Roaded Service Area. A person may use concussive, holiday, and allowable fireworks for personal use on private property with the permission of the property owner or on designated public property outside the roaded service area.

(5) Public Display. A person or entity holding a valid firework display permit issued by the City and Borough of Juneau and the State may provide a public display of fireworks consistent with the permit.

(6) Official Use. Employees, contractors, and permittees of the City and Borough of Juneau, State, or any federal agency may use fireworks in the interest of public safety or wildlife control, including at the solid waste facility and the Juneau International Airport.

(c) Violations. A violation of this section is an infraction.

36.80.030 City and Borough of Juneau fireworks display permit.

(a) The fire chief, or designee, may issue a pyrotechnic permit for public fireworks displays, provided the following conditions are satisfied:

(1) Dates, times, and location of the proposed display(s); and

(2) That all required state licenses or permits have been procured (e.g. State of Alaska Fireworks Display Permit); and

(3) That a policy or certified true copy of a policy of public liability insurance and products liability insurance coverage provided by the applicant or his or her employer has been filed with the City and Borough of Juneau Risk Manager, which provides for both accident and occurrence coverage in the amount of at least one million dollars for bodily injury and death and at least five hundred thousand dollars for property damage; and

(4) That the fireworks display is to be conducted by a State of Alaska licensed pyrotechnic operator; and

(5) That the CBJ fireworks display permit expires no longer than thirty days from the date of issuance.

(b) Upon receipt of an application for a CBJ fireworks display permit, the fire chief shall review the application for completeness and send the application out for agency review, including to the Juneau Police Department, CBJ Risk Manager, CBJ Manager's Office, and to

the State fire marshal. The agency review should occur within two weeks. Upon the fire chief's determination that the application is complete, in consideration of the agency comments, the fire chief may approve the application, approve the application with conditions, or deny the application. If the fire chief imposes conditions or denies the application, the fire chief must articulate what public health, safety, or welfare reasons support the denial or imposition of conditions.

36.80.040 Sale of fireworks.

(a) Prohibition. The sale of fireworks, display of fireworks for sale, offer to sell, or possess with intent to sell fireworks is prohibited

(1) within the fire service area;

(2) outside of the fire service area unless authorized by a retail firework permit from the City and Borough of Juneau. A government vendor, including a federally recognized tribal government, is exempt from the permit requirement.

(b) Violation. A violation of this section is a Class B misdemeanor.

36.80.045 City and Borough of Juneau retail firework permit.

(a) A person may sell or offer for sale fireworks when all of the conditions are satisfied:

(1) The retail store is located outside the fire service area;

(2) The vendor has received a retail firework permit from the State of Alaska;

(3) The fire chief approves and issues a CBJ retail firework permit;

(4) Only saleable fireworks are sold or offered for sale;

(5) The Juneau area fire danger is low or moderate; and

(6) The vendor confirms each buyer is 18 year of age or older. A vendor is prohibited from giving fireworks to a person under 18 year of age.

(b) Fire Chief Review. Upon receipt of an application for a CBJ retail fireworks permit, the fire chief shall review the application for completeness. The application must include the same information submitted to the State of Alaska for an A.S. 18.72.020 permit. The fire chief's review should occur within two weeks. The fire chief may approve the application, approve the application with conditions, or deny the application. If the fire chief imposes conditions or denies the application, the fire chief must articulate what public health, safety, or welfare reasons support the denial or imposition of conditions. An applicant aggrieved by a decision of the fire chief may appeal to the manager whose decision shall constitute final agency action.

(c) Duration. A CBJ retail firework permit shall expire 12 months from the date the fire chief issues it. The fire chief may temporarily revoke a CBJ retail firework permit upon notice to the applicant that fire danger conditions are high, very high, or extreme. The fire chief may also revoke a CBJ retail firework permit upon violation of a condition of the permit, violation of this chapter, violation of A.S. 18.72, or violation of Title 19.

[State law reference A.S. 18.72.010—020]

36.80.050 Possession of fireworks.

(a) Possession of Saleable Fireworks. Except as pursuant to a valid permit, or similar authorization, by the City and Borough of Juneau, State, or federal agency, a person must not possess more than 75 gross pounds of saleable fireworks. The gross weight of fireworks includes the combined weight of each individual firework. All fireworks must be stored and transported consistent with Title 19, State, and federal law.

(b) Possession of Dangerous Fireworks. Except as pursuant to a valid permit, or similar authorization, issued by the City and Borough of Juneau, State, or federal agency, a person must not possess dangerous fireworks.

(c) Commercial Transportation. Consistent with federal and state law, a contract or common carrier may transport saleable fireworks in excess of the amount listed in subsection (a).

(d) Violation. A violation of this section is an infraction.

[Federal law reference 18 U.S.C. 836]

36.80.060 Miscellaneous fireworks provisions.

(a) It is unlawful for any person under the influence of any alcoholic beverage, intoxicating liquor, marijuana, controlled substance as defined in AS 28.33.190, or illegal drug to use a firework. In addition to other indicators, a person is under the influence of alcohol if a chemical test determines that at the time the test is administered, there is 0.08 percent or more, by weight, of alcohol in the person's blood or 80 milligrams or more of alcohol per 100 milliliters of blood, or when there is 0.08 grams or more of alcohol per 210 liters of the person's breath.

(b) It is unlawful for any person to use or attempt to use a firework in any manner that could reasonably cause harm to life or property.

(c) Violation. A violation of this section is an infraction.

36.80.070 Definitions.

For the purposes of this chapter, the following definitions apply:

Allowable firework means a saleable firework and limited to the following:

(A) Reserved;

(B) Reserved;

(C) Reserved;

(D) Cylindrical fountains, total pyrotechnic composition not to exceed 75 grams each in weight, and the inside tube diameter not to exceed ¾ inch;

(E) Cone fountains, total pyrotechnic composition not to exceed 50 grams each in weight;

(F) Wheels, total pyrotechnic composition not to exceed 60 grams for each driver unit or 240 grams for each complete wheel, and the inside tube diameter of driver units not to exceed ½ inch;

(G) Illuminating torches and colored fire in any form, total pyrotechnic composition not to exceed 100 grams each in weight;

(H) Dipped sticks, the pyrotechnic composition of which contains chlorate or perchlorate, that do not exceed five grams, and sparklers, the composition of which does not exceed 100 grams each and that contains no magnesium or magnesium and a chlorate or perchlorate;

(I) Reserved;

(J) Reserved;

(K) Novelties consisting of two or more devices enumerated in this paragraph when approved by the Bureau of Explosives.

Concussive firework means a saleable firework (i) that has an inside tube diameter greater than ¾ inch or (ii) that is a mine and shell of which the mortar is an integral part.

Dangerous firework means all fireworks that are not defined as a saleable firework.

Designated public property means publicly owned property or publically controlled property (i.e. lease, right-of-way) in which the government, governing board, agency, department, or person with authority specifically identifies as eligible for use of fireworks.

Display means the result of igniting, detonating, or explosion of a firework.

Fire service area means the area as defined by CBJC 01.30.100.

Firework means a saleable (concussive, holiday, or allowable) firework or a dangerous firework.

Holiday firework means a saleable firework and limited to the following:

(A) Roman candles, not exceeding 10 balls spaced uniformly in the tube, total pyrotechnic composition not to exceed 20 grams each in weight, any inside tube diameter not to exceed ⅜ inch;

(B) Skyrockets with sticks, total pyrotechnic composition not to exceed 20 grams each in weight, and the inside tube diameter not to exceed ½ inch, with the rocket sticks being securely fastened to the tubes;

(C) Helicopter type rockets, total pyrotechnic composition not to exceed 20 grams each in weight, and the inside tube diameter not to exceed ½ inch;

(D) Reserved;

(E) Reserved;

(F) Reserved;

(G) Reserved;

(H) Reserved;

(I) Reserved;

(J) Firecrackers with soft casings, the external dimensions of which do not exceed one and one-half inches in length or one-quarter inch in diameter, total pyrotechnic composition not to exceed two grains each in weight;

(K) Reserved.

New Year's and Fourth of July are defined as follows:

New Year's	
December 31	10:00 am – midnight (14 hours)
January 1	Midnight – 1:00 am (1 hour), and 10:00 am – 11:59 pm (14 hours)
Fourth of July	
July 3	10:00 am – midnight (14 hours)
July 4	Midnight – 1:00 am (1 hour), and 10:00 am – 11:59 pm (14 hours)

Public display means to use, ignite, detonate or explode fireworks on public property or intended for a public audience.

Roaded service area means the area defined by CBJC 1.30.320.

Saleable firework means a 1.4 G firework, as defined by the National Fire Protection Association, and, more specifically, shall include and be limited to the following:

(A) Roman candles, not exceeding 10 balls spaced uniformly in the tube, total pyrotechnic composition not to exceed 20 grams each in weight, any inside tube diameter not to exceed ⅜ inch;

(B) Skyrockets with sticks, total pyrotechnic composition not to exceed 20 grams each in weight, and the inside tube diameter not to exceed ½ inch, with the rocket sticks being securely fastened to the tubes;

(C) Helicopter type rockets, total pyrotechnic composition not to exceed 20 grams each in weight, and the inside tube diameter not to exceed ½ inch;

(D) Cylindrical fountains, total pyrotechnic composition not to exceed 75 grams each in weight, and the inside tube diameter not to exceed ¾ inch;

(E) Cone fountains, total pyrotechnic composition not to exceed 50 grams each in weight;

(F) Wheels, total pyrotechnic composition not to exceed 60 grams for each driver unit or 240 grams for each complete wheel, and the inside tube diameter of driver units not to exceed ½ inch;

(G) Illuminating torches and colored fire in any form, total pyrotechnic composition not to exceed 100 grams each in weight;

(H) Dipped sticks, the pyrotechnic composition of which contains chlorate or perchlorate, that do not exceed five grams, and sparklers, the composition of which does not exceed 100 grams each and that contains no magnesium or magnesium and a chlorate or perchlorate;

(I) Mines and shells of which the mortar is an integral part, total pyrotechnic composition not to exceed 40 grams each in weight;

(J) Firecrackers with soft casings, the external dimensions of which do not exceed one and one-half inches in length or one-quarter inch in diameter, total pyrotechnic composition not to exceed two grains each in weight;

(K) Novelties consisting of two or more devices enumerated in this paragraph when approved by the Bureau of Explosives.

State licensed pyrotechnic operator means an individual who has been licensed by the Alaska Department of Public Safety, Fire and Life Safety Division.

Use of a firework or *use firework* means to ignite, discharge, or attempt to ignite a firework. [State law reference, A.S. 18.72.100]

Section 3. Amendment of Section. Section 03.30.053, Health and Sanitation fine schedule, is amended by adding the following:

CBJC	**Offense**	**No. of Offense**	**Fine**
36.80.020(a)	Use of firework	1st	$250
		2nd and subseq.	$500 and MCA
36.80.050(a) and (b)	Possession of fireworks	1st	$250
		2nd and subseq.	$500 and MCA
36.80.060(a)	Use of fireworks under influence	1st	$250
		2nd and subseq.	$500 and MCA
36.80.060(b)	Negligent use of fireworks	1st	$250
		2nd and subseq.	$500 and MCA

Section 4. Amendment of Section. CBJC 67.01.090, Prohibited uses, is amended by adding the following:

…

(m) Fireworks. Except for an area specifically designated for use of fireworks by the Assembly, use of a firework is prohibited within the limits of any area designated in section 67.01.030. Firework and use of firework have the same meanings as in CBJC 36.80.070. The Assembly, by resolution, may designate any area designated in section 67.01.030 for use of fireworks during specific times.

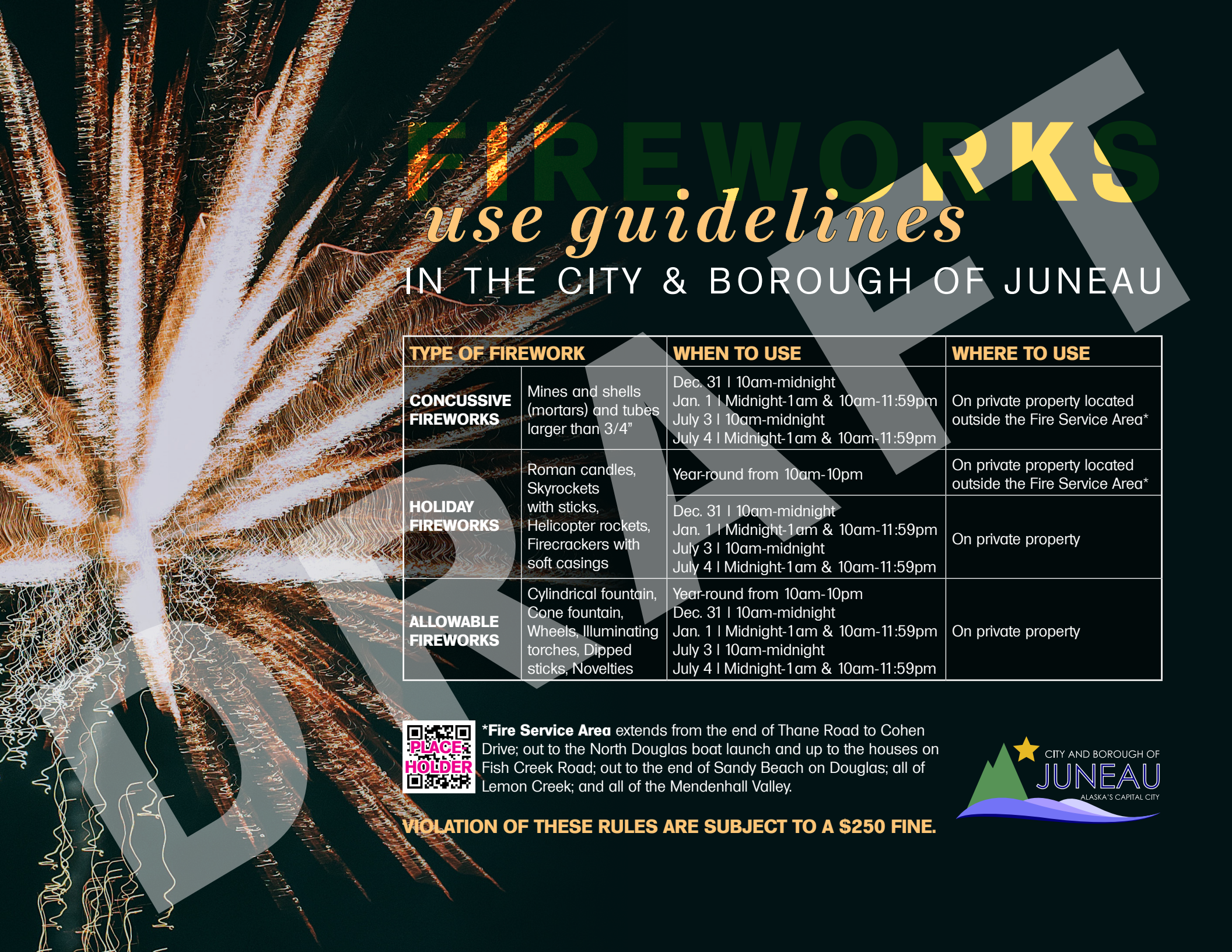
Section 5. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2021.

_____
Beth A. Weldon, Mayor

Attest:

_____
Elizabeth J. McEwen, Municipal Clerk



FIREWORKS
use guidelines
IN THE CITY & BOROUGH OF JUNEAU

TYPE OF FIREWORK		WHEN TO USE	WHERE TO USE
CONCUSSIVE FIREWORKS	Mines and shells (mortars) and tubes larger than 3/4”	Dec. 31 I 10am-midnight Jan. 1 I Midnight-1am & 10am-11:59pm July 3 I 10am-midnight July 4 I Midnight-1am & 10am-11:59pm	On private property located outside the Fire Service Area*
HOLIDAY FIREWORKS	Roman candles, Skyrockets with sticks, Helicopter rockets, Firecrackers with soft casings	Year-round from 10am-10pm	On private property located outside the Fire Service Area*
		Dec. 31 I 10am-midnight Jan. 1 I Midnight-1am & 10am-11:59pm July 3 I 10am-midnight July 4 I Midnight-1am & 10am-11:59pm	On private property
ALLOWABLE FIREWORKS	Cylindrical fountain, Cone fountain, Wheels, Illuminating torches, Dipped sticks, Novelties	Year-round from 10am-10pm Dec. 31 I 10am-midnight Jan. 1 I Midnight-1am & 10am-11:59pm July 3 I 10am-midnight July 4 I Midnight-1am & 10am-11:59pm	On private property

PLACE HOLDER

***Fire Service Area** extends from the end of Thane Road to Cohen Drive; out to the North Douglas boat launch and up to the houses on Fish Creek Road; out to the end of Sandy Beach on Douglas; all of Lemon Creek; and all of the Mendenhall Valley.

VIOLATION OF THESE RULES ARE SUBJECT TO A $250 FINE.

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

DRAFT

Presented by: COW
Presented: 05/12/2021
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-18

An Ordinance Regarding Taxing the Sale of Fireworks.

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

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

Section 2. Amendment of Section. CBJ 69.05.040 Exemptions, is amended to read:

69.05.040 Exemptions.

The tax levied under this chapter shall not apply to the following transactions:

…

(12) Sales, services and rentals to a buyer, or made by a seller, organized and administered solely by an organization that has a current 501(c)(3) or 501(c)(4) exemption ruling from the Internal Revenue Service and an exemption certificate from the manager, provided this exemption applies to sellers only if the income from the sale is exempt from federal income taxation. This exemption does not apply to the

(a) sale of pull-tab games, or

(b) sale of fireworks.

(13) Retail sales, services, and rentals of real or tangible personal property to or by the state, a rural education attendance area or like entity, a federally recognized Indian tribe, or a municipality. This exemption does not apply to the following:

(a) Sales of pull-tab games by federally recognized Indian tribes, political subdivisions, and municipalities; or

(b) Retail sales, services, and rentals of real and tangible personal property by the City and Borough listed in this subsection (13)(b):

1. Bartlett Regional Hospital sales, services and rentals;
2. Capital transit passenger fares and passes;
3. Sales of municipal real property, gravel and minerals;
4. Parks and recreation department sales, services and rentals;
5. Eaglecrest ski area sales, services and rentals;
6. Hagevig Fire Training Center sales, services and rentals;
7. Juneau International Airport sales, services and rentals;
8. Sewer utility and water utility sales, services and rentals;
9. Port and harbor sales, services and rentals authorized by title 85 of this Code.

(c) Sales of fireworks.

…

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

Adopted this _____ day of _____, 2021.

_____
Beth A. Weldon, Mayor

Attest:

_____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: April 26, 2021
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2020-09(AW)

An Ordinance Appropriating $109,500 to the Manager as Funding for Security Camera Equipment for Capital Transit; Grant Funding Provided by the Alaska Department of Transportation and Public Facilities, with Local Match Funding Provided by the Equipment Replacement Reserve Fund's Fund Balance.

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 $109,500 as funding for security camera equipment for Capital Transit.

Section 3. Source of Funds

Alaska Department of Transportation and Public Facilities	$87,600
Equipment Replacement Reserve Fund's Fund Balance	$21,900

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

Adopted this _____ day of _____, 2021.

_____
Beth A. Weldon, Mayor

Attest:

_____
Elizabeth A. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: April 5, 2021
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-09

An Ordinance Appropriating Funds from the Treasury for FY22 School District Operations

Section1. Classification. This ordinance is a non-code ordinance.

Section 2. Estimated Funding Sources. The following amounts are the estimated funding sources for the City and Borough of Juneau School District, for the fiscal year beginning July 1, 2021, and ending June 30, 2022. It is anticipated that these estimated funding sources will meet the appropriations set forth in Section 3 of this ordinance.

ESTIMATED REVENUE:	
State Support	$ 45,699,100
Federal Support	9,807,700
User Fees, Permits, and Donations	4,435,700
Student Activities Fundraising	1,650,000
Total Revenue	**$ 61,592,500**
TRANSFERS IN:	
General Governmental Fund School District Support:	
Operations	27,264,600
Special Revenue	2,071,500
Total Transfers In	**$ 29,336,100**
Fund Balance Decrease	1,468,000
Total Estimated Funding Sources	**$ 92,396,600**

Section 3. Appropriation. The following amounts are hereby appropriated for the fiscal year beginning July 1, 2021, and ending June 30, 2022.

APPROPRIATION:	
General Operations	$ 71,772,400
Special Revenue	20,624,200
Total Appropriation	**$ 92,396,600**

Section 4. Effective Date. This ordinance shall be effective immediately upon adoption.

Adopted this __ day of _____, 2021.

_____
Beth A. Weldon, Mayor

Attest:

_____
Elizabeth J. McEwen, Municipal Clerk

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
LAW DEPARTMENT

MEMORANDUM

DATE: May 20, 2021
TO: CBJ Assembly
FROM: Robert Palmer, Municipal Attorney
SUBJECT: Ratifying the CBJ COVID-19 Mitigation Strategies of EO 2021-11(am)

On April 26, 2021, the Assembly enacted Emergency Ordinance 2021-11(am), which reestablished the COVID-19 Mitigation Strategies and provided for a penalty. That ordinance is set to expire on July 31, 2021, and requires the Manager to keep it consistent with Centers for Disease Control and Prevention (CDC) guidance and "present the revisions to Exhibit A at regular or special Assembly meetings for ratification."

The CDC has revised its guidance for fully vaccinated people. According to the CDC, fully vaccinated people no longer need to wear a mask indoors except on public transit, in airports/airplanes, or in locations/facilities that require masks. Consistent with Emergency Ordinance 2021-11, the Manager has updated Exhibit A and it is ready for Assembly ratification.

While the Assembly has been able to use the emergency ordinance process during the past year, I am struggling to articulate the facts to justify ratification by emergency ordinance. The CBJ Charter defines an emergency as "a sudden, unforeseen occurrence or condition which results in a relatively permanent insufficiency of service or facilities substantial enough to create social disturbance or distress or to endanger the public. Emergency does not mean mere expediency, convenience, or best interest." Charter 15.14(e).

Unlike in the past when we did not know how to minimize the spread of COVID-19, when there was scarcity of masks and other protective equipment, when our definitive care hospitals (Anchorage and Seattle) were near capacity, when COVID-19 case rates around the state and country were exponentially growing, when Juneau's overall risk level was more than minimal, or when we did not have readily available vaccine for the bulk of the population, people of the City and Borough of Juneau have made great strides to protect each other such that I am not aware of a sudden, unforeseen occurrence that results in a relatively permanent insufficiency of service or facilities. Furthermore, the Assembly has sufficient time to ratify via a regular ordinance.

However, I know that COVID-19 circumstances can change quickly, which could easily justify an emergency ordinance. I recognize children between the age of 12 and 16 were just given the opportunity to get their first vaccinate shot, and children under the age of 12 are not eligible. Additionally, while 60% of our population is fully vaccinated, that leaves approximately 12,000 people that are either unvaccinated or not fully vaccinated. As our neighbors in Ketchikan and Fairbanks have recently endured, COVID-19 outbreaks can arise quickly and can cause a relatively permanent insufficiency of services or facilities. If such a COVID-19 outbreak occurs here, the Assembly would still have the emergency ordinance authority to impose necessary measures to protect the public health.

For now, I see two prominent options to ratify the recent CDC changes for vaccinated people: continue the "mandatory" approach or transition to a "recommendation" approach.

"Mandatory" Option (Ordinance 2021-22): Use the regular ordinance process (introduction 5/24, public hearing 6/14, and effective 7/15) to ratify the COVID-19 Mitigation Measures (Exhibit A). This option would keep the revised mitigation measures in place as mandatory for as long as the Assembly desires or just until July 31, which is the current expiration date of Emergency Ordinance 2021-11. Except for allowing fully vaccinated people to forgo the mask in most places, nothing else changes in Exhibit A (i.e. non-fully vaccinated people would still be required to wear a mask indoors). As described above the, CDC order would still require masks to be work on public transportation (i.e. Capital Transit and airplanes), masks would be required in the Juneau Airport, and businesses/facilities would be free to require masks.

"Recommendation" Option (Resolution 2953): Terminate the Emergency Ordinance 2021-11 and re-establish the COVID-19 Mitigation Measures (Exhibit A) as recommendations. As described above, the CDC order would still require masks to be work on public transportation (i.e. Capital Transit and airplanes), masks would be required in the Juneau Airport, and businesses/facilities would be free to require masks.

Both of these options are presented on May 24, 2021, for the Assembly to decide which is the most appropriate:

- If an Assemblymember wants to continue the "mandatory" approach, then an Assemblymember would move to introduce Ordinance 2021-22 and set it for public hearing at the next regular Assembly meeting. If that motion passes, then the Assembly should move to table Resolution 2953 because it would be moot.
- If an Assemblymember wants to transition to a "recommendation" approach, then an Assemblymember would move to adopt Resolution 2953. If that motion passes, then the Assembly should move to table (aka reject from introduction) Ordinance 2021-22 because it would be moot.

Presented by: COW
Presented: 04/26/2021
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-11(am)

An Emergency Ordinance Reestablishing the City and Borough of Juneau COVID-19 Mitigation Strategies and Providing for a Penalty.

WHEREAS, CBJ Charter 5.4(a) provides the Assembly may adopt an emergency ordinance to meet a public emergency by an affirmative vote of at least six assembly members; and

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death and is caused by the SARS-Cov-2 virus ("virus"), a new strain of the coronavirus that has not been previously identified in humans and is easily transmittable person to person; and

WHEREAS, on March 11, 2020, the World Health Organization ("WHO") declared the virus a pandemic; and

WHEREAS, on March 11, 2020, the State of Alaska declared a public health emergency in response to the anticipated outbreak of the virus in Alaska; and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a national emergency in response to the virus pandemic; and

WHEREAS, on March 16, 2020, the Assembly declared a local emergency in response to COVID-19; and

WHEREAS, on March 22, 2020, the City and Borough of Juneau ("CBJ") received its first positive case of COVID-19; and

WHEREAS, the Juneau International Airport and the Juneau ferry terminal are the primary point-of-entries for persons traveling into Juneau; and

WHEREAS, on February 14, 2021, the State of Alaska identified that non-residents traveling into the State no longer had to pay the $250 for a COVID-19 test upon arrival and fully vaccinated people did not have to follow strict social distancing requirements while awaiting test results; and

WHEREAS, while more community members are getting vaccinated for COVID, the community has not reached herd immunity, children are not eligible for vaccines, a variant of concern (B.1.1.7) has recently been detected in Juneau, and COVID is interrupting in-person learning; and

WHEREAS, Alaska continues to experience a substantial increase in COVID-19 cases, like the rest of the United States, with multiple regions in Alaska at a high alert level; and

WHEREAS, as of April 21, 2021, there have been more than 1389 confirmed cases in the City and Borough of Juneau, of which a substantial percentage are travel related or attributable to community spread; and

WHEREAS, the updated COVID-19 Mitigation Strategies will help provide better structure and certainty as the community balances the needs to mitigate harm from COVID-19 and keep the economy open.

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. COVID-19 Mitigation Strategies.

(a) **Adoption.** The City and Borough of Juneau COVID-19 Mitigation Strategies identified in Exhibit A are adopted.

(b) **Determination of Incident Risk Level.** The Manager is authorized to determine which Incident Risk Level best fits the City and Borough of Juneau based on a comprehensive range of public health factors related to COVID-19.

(c) **Public Notice.** The Manager shall conspicuously identify the Incident Risk Level on the City and Borough of Juneau's webpage and widely distribute public notice when the level changes.

(d) **Exemptions.**

(1) **Exemption Request**. An entity or person may request an exemption from the COVID-19 Mitigation Strategies by submitting a site specific COVID-19 Mitigation Plan to the CBJ Emergency Operations Center by emailing covidquestions@juneau.org. The Emergency Operations Center may issue an exemption if the COVID-19 Mitigation Plan has sufficient measures and policies to mitigate the spread of COVID-19 in light of the Incident Risk Level.

(2) **Public Records**. All exemption requests, communication, and responses are presumptively public records. If an entity or person requests that the City and Borough of Juneau withhold any information contained in your COVID-19 Mitigation Plan from public release because the information is protected under AS 40.25.120(a), you must submit the following information with the request:

(A) Identify each set of discrete information that the entity or person asserts is confidential;

(B) Identify each specific legal authority that the entity or person asserts applies to each such set of information; and

(C) For each such set of information, explain why the entity or person asserts the information is confidential based on each legal authority the entity or person asserts applies to that information.

Should the City and Borough of Juneau receive a request for records under the Public Records Act applicable to any item marked confidential, the City and Borough of Juneau should notify the person or entity asserting confidentiality as soon as practicable prior to making any disclosure. The person or entity asserting confidentiality acknowledges it has five (5) calendar days after receipt of notice to notify the City and Borough of Juneau of its objection to any disclosure, and to file any action with any competent court to protect its interests. Should the person or entity asserting confidentiality fail to notify the City and Borough of Juneau of its objection or fail to file suit within five (5) calendar days, the CBJ may disclose the records.

(e) **Violation.** A person who violates a mitigation strategy in Exhibit A shall be subject to a civil fine not to exceed $25.00 per violation, which shall be considered incorporated into CBJC 03.30.070(a); payment of the civil fine shall be accepted in satisfaction of the violation; and the violation shall be subject to CBJC 03.30.070(b)-(c) and CBJC 03.30.075-03.30.085. In addition to a civil fine, the City and Borough of Juneau may use all available civil enforcement options (i.e. injunction, revocation of certificate of occupancy, civil lawsuit, etc.) to assure compliance with this ordinance.

(f) **Amendments.** The Manager shall keep Exhibit A consistent with Centers for Disease Control and Prevention (CDC) guidance and present the revisions to Exhibit A at regular or special Assembly meetings for ratification.

(g) **Mask or Face Covering Mandate.**

(1) **Requirement.** All individuals must wear a mask or a face covering over their nose and mouth (i) as provided for in Exhibit A; (ii) when using public transportation, like Capital Transit; and (iii) when entering an area that is posted requiring use of a mask or face covering. This ordinance is subject to the conditions and exceptions stated below.

(2) **Face Shield.** A face shield is generally not permitted in lieu of a mask or face covering because face shields are less effective in stopping the spread of COVID-19. However, a face shield may be permitted in lieu of a mask or face covering for the following individuals, who must wear a face shield whenever a mask or face covering would be required unless it is impossible to do so:

(A) Any individual who cannot tolerate a mask due to a physical or mental disability;

(B) Individuals who are communicating with someone who is deaf or hard of hearing; or

(C) Individuals performing an activity that cannot be conducted or safely conducted while wearing a mask (for example a driver experiencing foggy glasses, a dental patient receiving care, or an equipment operator where there is a risk of dangerous entanglement).

(3) **Employment.** Employers are responsible to make sure employees who are present in the workplace have access to and wear masks or face coverings as required by this ordinance.

(4) **Exceptions.** This ordinance does not apply to the following categories of people or activities:

(A) Any child under the age of 2 years. These very young children should not wear a face covering because of the risk of suffocation. Additionally, masks are recommended, but not required for children ages 2-5. Daycare settings that serve preschool children are encouraged but not required to enforce mask usage for children age 2 and older.

(B) Individuals who are incarcerated, in police custody, or inside a courtroom; these individuals should follow guidance particular to their location or institution.

(C) Musicians, presenters, ministers, and others communicating to an audience or being recorded, for the duration of their presentation/practice/performance where mask usage impairs communication, and so long as safe physical distancing is maintained.

(D) Individuals removing their mask or face covering to eat, drink, or briefly scratch an itch.

(E) Employees within their own fully enclosed office or workspace, and employees within an unenclosed workspace if they are totally alone.

(F) Individuals doing high intensity exercise outdoors.

(5) **Denial of Service.** A person violating this ordinance is prohibited from entering, occupying, or remaining in the setting in which a mask or face covering is required. Provided, however, that this ordinance shall be applied in a manner consistent with the Americans with Disabilities Act (ADA) and any other applicable provision of law. Businesses and the City Manager, for City and Borough of Juneau facilities, may choose to allow individuals who request an accommodation under the ADA to wear a face shield, or may consider accommodating these individuals through alternative means of providing goods or services, such as curbside, delivery, or telephonic service.

(6) **Proof of Medical Reason or Disability.** If a person declines to wear a mask or face covering because of a medical condition or disability as described above, this ordinance does not require them to produce medical documentation verifying the stated condition or disability.

(7) **Additional City and Borough of Juneau Facility Provision.**

(A) **Notice.** The City Manager is required to identify and conspicuously post notices for those City and Borough of Juneau public facilities or areas of public facilities in which people are required to wear a mask or face covering. The Manager should post face covering notices in public facilities and areas of public facilities in which maintaining six feet separation between people is difficult or where there are insufficient physical barriers to keep people six feet apart.

(B) **Provision of Face Covering.** For people who cannot afford or locate a face covering, the Manager shall make a face covering available on every Capital Transit bus and at any facility owned by the City and Borough of Juneau that requires a mask or face covering.

(8) **Definitions.**

(A) "Mask" means a medical grade mask (i.e. N95).

(B) "Face covering" means a cloth, polypropylene, paper, or other face covering that covers the nose and the mouth and that rests snugly above the nose, below the mouth, and on the sides of the face. The following are not face coverings because they allow droplets to be released: a covering with a valve designed to facilitate easy exhalation; mesh masks; lace masks; other coverings with openings, holes, or visible gaps in the design or material.

(C) "Face shield" means a clear plastic shield that covers the forehead, extends below the chin, and wraps around the sides of the face.

Section 3. Repeal of Emergency Ordinance 2020-61. Given the updated COVID-19 Mitigation Measures in Exhibit A as provided for in this ordinance and the conflicts with the mask mandate in Emergency Ordinance 2020-61, Emergency Ordinance 2020-61 is repealed. The mask mandate continues as provided for in this ordinance.

Section 4. Effective Date. This ordinance shall be effective immediately after its adoption. This ordinance expires at 12:01 a.m. on July 31, 2021, unless terminated earlier by the Assembly by motion.

Adopted this 26th day of April, 2021.

_____
Beth A. Weldon, Mayor

Attest:

_____
Elizabeth J. McEwen, Municipal Clerk

Community Risk Level	Masks / Social Distancing	Large Gatherings	Restaurants, Bars	Personal Services, Gyms	Travel
Very High	Masks/Face coverings required outside the home. Residents are required to stay at home except as needed for groceries, medical care, and essential workforce needs.	Outdoor gatherings limited to no more than 10 people with proper social distancing. Indoor communal events not allowed.	Restaurants and bars limited to delivery and curbside pickup if allowed by law.	Personal Services and Gyms closed.	Follow State Heatlh Advisories
High	Masks/Face coverings must be worn indoors and outdoors in public areas where 6ft of social distancing cannot be maintained. Keep social bubble contained to family members.	Indoor gatherings should be limited to 20* people with safety measures (masks required). Outdoor gatherings with 6ft distancing recommended.	Bars and Restaurants reduce capacity to ensure at least 6 feet of physical distancing between parties and not to exceed 50% with reservations / contact list required. Delivery/curbside pickup if allowed by law. Bars and restaurants closed at 11:00 pm.	Personal Services by appointment only, one customer per service provider, no waiting areas. Gyms, no group activities, limit capacity to 25%	Follow State Heatlh Advisories
Moderate	Masks/Face coverings must be worn indoors in public areas where 6ft of social distancing cannot be maintained. Masks/face coverings recommended when: outdoors and 6 feet of distance can't be maintained from others. Keep social bubble limited to family members and critical contacts.	Indoor gatherings should be limited to 50* people with safety measures (masks required). Outdoor gatherings with 6ft distancing recommended.	Bars not to exceed 50% indoor capacity. Strongly recommend restaurants reduce capacity to ensure physical distancing between parties, recommend reservations required. Recommend delivery/ curbside pick up if allowed by law.	Personal Services by appointment only, no waiting areas. Gyms, small group activities outdoors, limit capacity to 50%.	Follow State Health Advisories..
Minimal: 1a <50% of total population fully vaccinated	Masks/face coverings must be worn indoors in public areas and outdoors when 6ft of social distancing cannot be maintained.	Indoor gatherings should be limited to 100 people with safety measures in place (masks required). Limit gathering size so minimum distance of 6 feet can be maintained. Outdoor gatherings are recommended.	Maintain 6ft of social distancing and wear masks when not actively eating or drinking	Masking & social distancing protocols appropriate to the level must be observed (See masking and social distancing column).	Follow State Heatlh Advisories
Minimal: 1b 50 – 69.9% of population fully vaccinated	Masks/face coverings must be worn indoors in public areas when unvaccinated individuals may be present and outdoors when 6ft of social distancing cannot be maintained and unvaccinated individuals may be present.	Indoor gatherings should be limited to the number of participants that will allow 6ft of social distancing to be maintained (masks required). Outdoor gatherings are recommended. There are no limits or required safety measures if all individuals at the gathering are fully vaccinated.	Maintain 6ft of social distancing and wear masks when not actively eating or drinking.	Masking & social distancing protocols appropriate to the level must be observed (See masking and social distancing column). There are no limits or required safety measures if all individuals using the facility are fully vaccinated.	Follow State Heatlh Advisories
Minimal: 1c >70% of population fully vaccinated.	Masks/face coverings must be worn when indoors in public areas when children not yet eligible for vaccine by age are present.	No size limitations, however masks must be worn indoors when children not yet eligible for vaccine by age are present. There are no limits or required safety measures if all individuals at the gathering are fully vaccinated.	R: Wear masks when not actively eating or drinking. B: No restrictions.	Masks/face coverings must be worn when indoors in public areas when children not yet eligible for vaccine by age are present. There are no limits or required safety measures if all individuals using the facility are fully vaccinated.	Follow State Heatlh Advisories

Presented by: Manager
Presented: 05/24/2021
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-22

An Ordinance Reestablishing the City and Borough of Juneau COVID-19 Mitigation Strategies and Providing for a Penalty.

WHEREAS, on March 22, 2020, the City and Borough of Juneau ("CBJ") received its first positive case of COVID-19; and

WHEREAS, the Juneau International Airport and the Juneau ferry terminal are the primary point-of-entries for persons traveling into Juneau; and

WHEREAS, on February 14, 2021, the State of Alaska identified that non-residents traveling into the State no longer had to pay the $250 for a COVID-19 test upon arrival and fully vaccinated people did not have to follow strict social distancing requirements while awaiting test results; and

WHEREAS, while more community members are getting vaccinated for COVID, the community has not reached herd immunity, children are not eligible for vaccines, a variants of concern (B.1.1.7, P1) have recently been detected in Juneau; and

WHEREAS, Alaska continues to experience COVID-19 outbreaks and multiple regions in Alaska are at moderate or high alert levels; and

WHEREAS, as of May 19, 2021, there have been more than 1,486 confirmed cases in the City and Borough of Juneau, of which a substantial percentage are travel related or attributable to community spread; and

WHEREAS, the current COVID-19 Mitigation Strategies were reestablished with Emergency Ordinance 2021-11 (April 26, 2021); and

WHEREAS, the Centers for Disease Control and Prevention (CDC) recently revised its guidance for fully vaccinated people; and

WHEREAS, any business or facility is free to require masks at their business or facility; and

WHEREAS, the updated COVID-19 Mitigation Strategies will help provide better structure and certainty as the community balances the needs to mitigate harm from COVID-19 and keep the economy open.

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. COVID-19 Mitigation Strategies.

(a) **Adoption.** The City and Borough of Juneau COVID-19 Mitigation Strategies identified in Exhibit A are adopted.

(b) **Determination of Incident Risk Level.** The Manager is authorized to determine which Incident Risk Level best fits the City and Borough of Juneau based on a comprehensive range of public health factors related to COVID-19.

(c) **Public Notice.** The Manager shall conspicuously identify the Incident Risk Level on the City and Borough of Juneau's webpage and widely distribute public notice when the level changes.

(d) **Exemptions.**

(1) **Exemption Request**. An entity or person may request an exemption from the COVID-19 Mitigation Strategies by submitting a site specific COVID-19 Mitigation Plan to the CBJ Emergency Operations Center by emailing covidquestions@juneau.org. The Emergency Operations Center may issue an exemption if the COVID-19 Mitigation Plan has sufficient measures and policies to mitigate the spread of COVID-19 in light of the Incident Risk Level.

(2) **Public Records**. All exemption requests, communication, and responses are presumptively public records. If an entity or person requests that the City and Borough of Juneau withhold any information contained in your COVID-19 Mitigation Plan from public release because the information is protected under AS 40.25.120(a), you must submit the following information with the request:

(A) Identify each set of discrete information that the entity or person asserts is confidential;

(B) Identify each specific legal authority that the entity or person asserts applies to each such set of information; and

(C) For each such set of information, explain why the entity or person asserts the information is confidential based on each legal authority the entity or person asserts applies to that information.

Should the City and Borough of Juneau receive a request for records under the Public Records Act applicable to any item marked confidential, the City and Borough of Juneau should notify the person or entity asserting confidentiality as soon as practicable prior to making any disclosure. The person or entity asserting confidentiality acknowledges it has five (5) calendar days after receipt of notice to notify the City and Borough of Juneau of its objection to any disclosure, and to file any action with any competent court to protect its interests. Should the person or entity asserting confidentiality fail to notify the City and Borough of Juneau of its objection or fail to file suit within five (5) calendar days, the CBJ may disclose the records.

(e) **Violation.** A person who violates a mitigation strategy in Exhibit A shall be subject to a civil fine not to exceed $25.00 per violation, which shall be considered incorporated into CBJC 03.30.070(a); payment of the civil fine shall be accepted in satisfaction of the violation; and the violation shall be subject to CBJC 03.30.070(b)-(c) and CBJC 03.30.075-03.30.085. In addition to a civil fine, the City and Borough of Juneau may use all available civil enforcement options (i.e. injunction, revocation of certificate of occupancy, civil lawsuit, etc.) to assure compliance with this ordinance.

(f) **Amendments.** The Manager shall keep Exhibit A consistent with Centers for Disease Control and Prevention (CDC) guidance and present the revisions to Exhibit A at regular or special Assembly meetings for ratification.

(g) **Mask or Face Covering Mandate.**

(1) **Requirement.** All individuals must wear a mask or a face covering over their nose and mouth (i) as provided for in Exhibit A; (ii) when using public transportation, like Capital Transit; and (iii) when entering an area that is posted requiring use of a mask or face covering. This ordinance is subject to the conditions and exceptions stated below.

(2) **Face Shield.** A face shield is generally not permitted in lieu of a mask or face covering because face shields are less effective in stopping the spread of COVID-19. However, a face shield may be permitted in lieu of a mask or face covering for the following individuals, who must wear a face shield whenever a mask or face covering would be required unless it is impossible to do so:

(A) Any individual who cannot tolerate a mask due to a physical or mental disability;

(B) Individuals who are communicating with someone who is deaf or hard of hearing; or

(C) Individuals performing an activity that cannot be conducted or safely conducted while wearing a mask (for example a driver experiencing foggy glasses, a dental patient receiving care, or an equipment operator where there is a risk of dangerous entanglement).

(3) **Employment.** Employers are responsible to make sure employees who are present in the workplace have access to and wear masks or face coverings as required by this ordinance.

(4) **Exceptions.** This ordinance does not apply to the following categories of people or activities:

(A) Any child under the age of 2 years. These very young children should not wear a face covering because of the risk of suffocation. Additionally, masks are recommended, but not required for children ages 2-5. Daycare settings that serve preschool children are encouraged but not required to enforce mask usage for children age 2 and older.

(B) Individuals who are incarcerated, in police custody, or inside a courtroom; these individuals should follow guidance particular to their location or institution.

(C) Musicians, presenters, ministers, and others communicating to an audience or being recorded, for the duration of their presentation/practice/performance where mask usage impairs communication, and so long as safe physical distancing is maintained.

(D) Individuals removing their mask or face covering to eat, drink, or briefly scratch an itch.

(E) Employees within their own fully enclosed office or workspace, and employees within an unenclosed workspace if they are totally alone.

(F) Individuals doing high intensity exercise outdoors.

(5) **Denial of Service.** A person violating this ordinance is prohibited from entering, occupying, or remaining in the setting in which a mask or face covering is required. Provided, however, that this ordinance shall be applied in a manner consistent with the Americans with Disabilities Act (ADA) and any other applicable provision of law. Businesses and the City Manager, for City and Borough of Juneau facilities, may choose to allow individuals who request an accommodation under the ADA to wear a face shield, or may consider accommodating these individuals through alternative means of providing goods or services, such as curbside, delivery, or telephonic service.

(6) **Proof of Medical Reason or Disability.** If a person declines to wear a mask or face covering because of a medical condition or disability as described above, this ordinance does not require them to produce medical documentation verifying the stated condition or disability.

(7) **Additional City and Borough of Juneau Facility Provision.**

(A) **Notice.** The City Manager is required to identify and conspicuously post notices for those City and Borough of Juneau public facilities or areas of public facilities in which people are required to wear a mask or face covering. The Manager should post face covering notices in public facilities and areas of public facilities in which maintaining six feet separation between people is difficult or where there are insufficient physical barriers to keep people six feet apart.

(B) **Provision of Face Covering.** For people who cannot afford or locate a face covering, the Manager shall make a face covering available on every Capital Transit bus and at any facility owned by the City and Borough of Juneau that requires a mask or face covering.

(8) **Definitions.**

(A) "Mask" means a medical grade mask (i.e. N95).

(B) "Face covering" means a cloth, polypropylene, paper, or other face covering that covers the nose and the mouth and that rests snugly above the nose, below the mouth, and on the sides of the face. The following are not face coverings because they allow droplets to be released: a covering with a valve designed to facilitate easy exhalation; mesh masks; lace masks; other coverings with openings, holes, or visible gaps in the design or material.

(C) "Face shield" means a clear plastic shield that covers the forehead, extends below the chin, and wraps around the sides of the face.

Section 3. Repeal of Emergency Ordinance 2021-11. Emergency Ordinance 2021-11 is repealed.

Section 4. Effective Date. This ordinance shall be effective 30 days after adoption. This ordinance expires at 12:01 a.m. on July 31, 2021, unless terminated earlier by the Assembly by motion.

Adopted this _____ day of _____, 2021.

_____
Beth A. Weldon, Mayor

Attest:

_____
Elizabeth J. McEwen, Municipal Clerk

Community Risk Level	Masks / Social Distancing	Large Gatherings	Restaurants, Bars	Personal Services, Gyms	Travel
Minimal: 1c - >70% of total population fully vaccinated	If not fully vaccinated, masks/face coverings must be worn indoors in public areas and outdoors at crowded outdoor events (e.g. live performance, parade, sports event)	No size limitations; however, masks must be worn indoors by individuals who are not fully vaccinated.	R: If not fully vaccinated, patrons must wear masks when not actively eating or drinking. B: No restrictions.	If not fully vaccinated, masks/face coverings must be worn indoors in public areas.	Follow State Health Advisories.
Minimal: 1b - 50 - 69.9% of total population fully vaccinated -	If not fully vaccinated, masks/face coverings must be worn indoors in public areas and outdoors at crowded outdoor events (e.g. live performance, parade, sports event)	Indoor gatherings should be limited to the number of participants that will allow 6 ft of social distancing to be maintained if individuals who are not fully vaccinated are present. Masks must be worn indoors by individuals who are not fully vaccinated.	If not fully vaccinated, patrons must wear masks when not actively eating or drinking. Recommend capacity restrictions that allow 6 ft of social distancing between parties.	If not fully vaccinated, masks/face coverings must be worn indoors in public areas. Recommend capacity restrictions that allow 6 ft of social distancing between individuals.	Follow State Health Advisories.
Moderate	If not fully vaccinated, masks/face coverings must be worn indoors in public areas and outdoors at crowded outdoor events (e.g. live performance, parade, sports event)	Indoor gatherings should be limited to 50* people with safety measures (masks required). Outdoor gatherings are recommended. There are no limits or required safety measures if all individuals at the gathering are fully vaccinated.	If not fully vaccinated, patrons must wear masks when not actively eating or drinking. Bars not to exceed 50% indoor capacity. Strongly recommend restaurants reduce capacity to ensure physical distancing between parties, recommend reservations required. Recommend delivery/ curbside pick up if allowed by law.	Personal Services by appointment only, no waiting areas. Gyms, small group activities outdoors, limit capacity to 50%.	Follow State Health Advisories.
High	Masks/Face coverings must be worn indoors and outdoors in public areas where 6ft of social distancing cannot be maintained. Keep social bubble contained to family members.	Indoor gatherings should be limited to 20* people with safety measures (masks required). Outdoor gatherings with 6ft distancing recommended.	Bars and Restaurants reduce capacity to ensure at least 6 feet of physical distancing between parties and not to exceed 50% with reservations / contact list required. Delivery/curbside pickup if allowed by law. Bars and restaurants closed at 11:00 pm.	Personal Services by appointment only, one customer per service provider, no waiting areas. Gyms, no group activities, limit capacity to 25%	Follow State Health Advisories
Very High	Masks/Face coverings required outside the home. Residents are required to stay at home except as needed for groceries, medical care, and essential workforce needs.	Outdoor gatherings limited to no more than 10 people with proper social distancing. Indoor communal events not allowed.	Restaurants and bars limited to delivery and curbside pickup if allowed by law.	Personal Services and Gyms closed.	Follow State Health Advisories

Presented by: The Manager
Presented: 5/24/2021
Drafted by: R. Palmer III

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2953

A Resolution Repealing Emergency Ordinance 2021-11 and Re-establishing the COVID-19 Risk Mitigation Strategies as Recommendations.

WHEREAS, on March 22, 2020, the City and Borough of Juneau ("CBJ") received its first positive case of COVID-19; and

WHEREAS, the Juneau International Airport and the Juneau ferry terminal are the primary point-of-entries for persons traveling into Juneau; and

WHEREAS, on February 14, 2021, the State of Alaska identified that non-residents traveling into the State no longer had to pay the $250 for a COVID-19 test upon arrival and fully vaccinated people did not have to follow strict social distancing requirements while awaiting test results; and

WHEREAS, while more community members are getting vaccinated for COVID, the community has not reached herd immunity, children are not eligible for vaccines, a variants of concern (B.1.1.7, P1) have recently been detected in Juneau; and

WHEREAS, Alaska continues to experience COVID-19 outbreaks and multiple regions in Alaska are at moderate or high alert levels; and

WHEREAS, as of May 19, 2021, there have been more than 1,486 confirmed cases in the City and Borough of Juneau, of which a substantial percentage are travel related or attributable to community spread; and

WHEREAS, the current COVID-19 Mitigation Strategies were reestablished with Emergency Ordinance 2021-11 (April 26, 2021) and section 4 of that ordinance allows it to be terminated by motion; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) recently revised its guidance for fully vaccinated people and still requires all people to wear a face covering on public transit, on airplanes, and at airports; and

WHEREAS, any business or facility is free to require masks at their business or facility; and

WHEREAS, the updated COVID-19 Mitigation Strategies will help provide better structure and certainty as the community balances the needs to mitigate harm from COVID-19 and keep the economy open.

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

Section 1. COVID-19 Mitigation Strategies.

(a) **Adoption.** The City and Borough of Juneau COVID-19 Mitigation Strategies identified in Exhibit A are adopted.

(b) **Determination of Incident Risk Level.** The Manager is authorized to determine which Incident Risk Level best fits the City and Borough of Juneau based on a comprehensive range of public health factors related to COVID-19.

(c) **Public Notice.** The Manager shall conspicuously identify the Incident Risk Level on the City and Borough of Juneau's webpage and widely distribute public notice when the level changes.

(d) **Reserved.** ~~**Exemptions.**~~

(1) **Reserved.** ~~**Exemption Request**. An entity or person may request an exemption from the COVID-19 Mitigation Strategies by submitting a site specific COVID-19 Mitigation Plan to the CBJ Emergency Operations Center by emailing covidquestions@juneau.org. The Emergency Operations Center may issue an exemption if the COVID-19 Mitigation Plan has sufficient measures and policies to mitigate the spread of COVID-19 in light of the Incident Risk Level.~~

(2) **Reserved**. ~~**Public Records**. All exemption requests, communication, and responses are presumptively public records. If an entity or person requests that the City and Borough of Juneau withhold any information contained in your COVID-19 Mitigation Plan from public release because the information is protected under AS 40.25.120(a), you must submit the following information with the request:~~

~~(A) Identify each set of discrete information that the entity or person asserts is confidential;~~

~~(B) Identify each specific legal authority that the entity or person asserts applies to each such set of information; and~~

~~(C) For each such set of information, explain why the entity or person asserts the information is confidential based on each legal authority the entity or person asserts applies to that information.~~

~~Should the City and Borough of Juneau receive a request for records under the Public Records Act applicable to any item marked confidential, the City and Borough of Juneau should notify the person or entity asserting confidentiality as soon as practicable prior to making any disclosure. The person or entity asserting confidentiality acknowledges it has five (5) calendar days after receipt of notice to notify the City and Borough of Juneau of its objection to any disclosure, and to file any action with any competent court to protect its interests. Should the person or entity asserting confidentiality fail to notify the City and Borough of Juneau of its objection or fail to file suit within five (5) calendar days, the CBJ may disclose the records.~~

(e) **Reserved.** ~~**Violation.** A person who violates a mitigation strategy in Exhibit A shall be subject to a civil fine not to exceed $25.00 per violation, which shall be considered incorporated into CBJC 03.30.070(a); payment of the civil fine shall be accepted in satisfaction of the violation; and the violation shall be subject to CBJC 03.30.070(b) (c) and CBJC 03.30.075 03.30.085. In addition to a civil fine, the City and Borough of Juneau may use all available civil enforcement options (i.e. injunction, revocation of certificate of occupancy, civil lawsuit, etc.) to assure compliance with this ordinance.~~

(f) **Amendments.** The Manager shall keep Exhibit A consistent with Centers for Disease Control and Prevention (CDC) guidance and present the revisions to Exhibit A at regular or special Assembly meetings for ratification.

(g) **Mask or Face Covering ~~Mandate~~.**

(1) **Guidance** ~~**Requirement**~~**.** Except when masks are required to be worn by federal law (public transit, airplanes, airport, etc.) or ~~when entering an area that is posted requiring use of a mask or face covering~~ all ~~All~~ individuals should ~~must~~ wear a mask or a face covering over their nose and mouth ~~(i)~~ as provided for in Exhibit A; ~~(ii) when using public transportation, like Capital Transit; and~~ (ii) ~~(iii) when entering an area that is posted requiring use of a mask or face covering~~. ~~This ordinance is subject to the conditions and exceptions stated below.~~

(2) **Face Shield.** A face shield is generally not permitted in lieu of a mask or face covering because face shields are less effective in stopping the spread of COVID-19. However, a face shield may be permitted in lieu of a mask or face covering for the following individuals, who must wear a face shield whenever a mask or face covering would be required unless it is impossible to do so:

(A) Any individual who cannot tolerate a mask due to a physical or mental disability;

(B) Individuals who are communicating with someone who is deaf or hard of hearing; or

(C) Individuals performing an activity that cannot be conducted or safely conducted while wearing a mask (for example a driver experiencing foggy

glasses, a dental patient receiving care, or an equipment operator where there is a risk of dangerous entanglement).

(3) **Employment.** Employers are responsible to make sure employees who are present in the workplace have access to and wear masks or face coverings as recommended ~~required~~ by this resolution ~~ordinance~~.

(4) **Exceptions.** This resolution ~~ordinance~~ does not apply to the following categories of people or activities:

(A) Any child under the age of 2 years. These very young children should not wear a face covering because of the risk of suffocation. Additionally, masks are recommended, but not required for children ages 2-5. Daycare settings that serve preschool children are encouraged but not required to enforce mask usage for children age 2 and older.

(B) Individuals who are incarcerated, in police custody, or inside a courtroom; these individuals should follow guidance particular to their location or institution.

(C) Musicians, presenters, ministers, and others communicating to an audience or being recorded, for the duration of their presentation/practice/performance where mask usage impairs communication, and so long as safe physical distancing is maintained.

(D) Individuals removing their mask or face covering to eat, drink, or briefly scratch an itch.

(E) Employees within their own fully enclosed office or workspace, and employees within an unenclosed workspace if they are totally alone.

(F) Individuals doing high intensity exercise outdoors.

(5) **Reserved.** ~~**Denial of Service.** A person violating this ordinance is prohibited from entering, occupying, or remaining in the setting in which a mask or face covering is required. Provided, however, that this ordinance shall be applied in a manner consistent with the Americans with Disabilities Act (ADA) and any other applicable provision of law. Businesses and the City Manager, for City and Borough of Juneau facilities, may choose to allow individuals who request an accommodation under the ADA to wear a face shield, or may consider accommodating these individuals through alternative means of providing goods or services, such as curbside, delivery, or telephonic service.~~

(6) **Proof of Medical Reason or Disability.** If a person declines to wear a mask or face covering because of a medical condition or disability as described above, this

resolution ~~ordinance~~ does not require them to produce medical documentation verifying the stated condition or disability.

(7) **Additional City and Borough of Juneau Facility Provision.**

(A) **Notice.** The City Manager is required to identify and conspicuously post notices for those City and Borough of Juneau public facilities or areas of public facilities in which people are required to wear a mask or face covering. The Manager should post face covering notices in public facilities and areas of public facilities in which maintaining six feet separation between people is difficult or where there are insufficient physical barriers to keep people six feet apart.

(B) **Provision of Face Covering.** For people who cannot afford or locate a face covering, the Manager shall make a face covering available on every Capital Transit bus and at any facility owned by the City and Borough of Juneau that requires a mask or face covering.

(8) **Definitions.**

(A) "Mask" means a medical grade mask (i.e. N95).

(B) "Face covering" means a cloth, polypropylene, paper, or other face covering that covers the nose and the mouth and that rests snugly above the nose, below the mouth, and on the sides of the face. The following are not face coverings because they allow droplets to be released: a covering with a valve designed to facilitate easy exhalation; mesh masks; lace masks; other coverings with openings, holes, or visible gaps in the design or material.

(C) "Face shield" means a clear plastic shield that covers the forehead, extends below the chin, and wraps around the sides of the face.

Section 2. Repeal of Emergency Ordinance 2021-11. Emergency Ordinance 2021-11 is repealed.

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

Adopted this _____ day of _____, 2020.

Attest: Beth A. Weldon, Mayor

Elizabeth J. McEwen, Municipal Clerk

Community Risk Level	Masks / Social Distancing	Large Gatherings	Restaurants, Bars	Personal Services, Gyms	Travel
Minimal: 1c - >70% of total population fully vaccinated	If not fully vaccinated, masks/face coverings should be worn indoors in public areas and outdoors at crowded outdoor events (e.g. live performance, parade, sports event)	No size limitations; however, masks should be worn indoors by individuals who are not fully vaccinated.	R: If not fully vaccinated, patrons should wear masks when not actively eating or drinking. B: No restrictions.	If not fully vaccinated, masks/face coverings should be worn indoors in public areas.	Follow State Health Advisories.
Minimal: 1b - 50 - 69.9% of total population fully vaccinated -	If not fully vaccinated, masks/face coverings should be worn indoors in public areas and outdoors at crowded outdoor events (e.g. live performance, parade, sports event)	Indoor gatherings should be limited to the number of participants that will allow 6 ft of social distancing to be maintained if individuals who are not fully vaccinated are present. Masks should be worn indoors by individuals who are not fully vaccinated.	If not fully vaccinated, patrons should wear masks when not actively eating or drinking. Recommend capacity restrictions that allow 6 ft of social distancing between parties.	If not fully vaccinated, masks/face coverings should be worn indoors in public areas. Recommend capacity restrictions that allow 6 ft of social distancing between individuals.	Follow State Health Advisories.
Moderate	If not fully vaccinated, masks/face coverings should be worn indoors in public areas and outdoors at crowded outdoor events (e.g. live performance, parade, sports event)	Indoor gatherings should be limited to 50* people with safety measures (masks recommended). Outdoor gatherings are recommended. There are no limits or required safety measures if all individuals at the gathering are fully vaccinated.	If not fully vaccinated, patrons should wear masks when not actively eating or drinking. Bars not to exceed 50% indoor capacity. Strongly recommend restaurants reduce capacity to ensure physical distancing between parties, recommend reservations required. Recommend delivery/ curbside pick up if allowed by law.	Personal Services by appointment only, no waiting areas. Gyms, small group activities outdoors, should limit capacity to 50%.	Follow State Health Advisories.
High	Masks/Face coverings should be worn indoors and outdoors in public areas where 6ft of social distancing cannot be maintained. Keep social bubble contained to family members.	Indoor gatherings should be limited to 20* people with safety measures (masks recommended). Outdoor gatherings with 6ft distancing recommended.	Bars and Restaurants reduce capacity to ensure at least 6 feet of physical distancing between parties and not to exceed 50% with reservations / contact list required. Delivery/curbside pickup if allowed by law. Bars and restaurants should closed at 11:00 pm.	Personal Services should be by appointment only, one customer per service provider, no waiting areas. Gyms, no group activities, should limit capacity to 25%	Follow State Health Advisories
Very High	Masks/Face coverings recommended outside the home. Residents are recommended to stay at home except as needed for groceries, medical care, and essential workforce needs.	Outdoor gatherings limited to no more than 10 people with proper social distancing. Indoor communal events not recommended.	Restaurants and bars recommended to limit to delivery and curbside pickup if allowed by law.	Personal Services and Gyms should close.	Follow State Health Advisories

CITY AND BOROUGH OF JUNEAU
Engineering and Public Works Department
155 South Seward Street
Juneau, Alaska 99801
Telephone: 586-0800 Facsimile: 463-2606

DRAFT

DATE: May 18, 2021

TO: Beth Weldon, Mayor
Assembly

FROM: Rorie Watt, City Manager

SUBJECT: Bartlett Regional Hospital Behavioral Health Facility BE21-149
Best Interest Finding for Supplemental Agreement(s) to add a 3rd Floor

Action Requested

Staff requests that the Assembly consider the best interest finding herewith in accordance with ***CBJ 53.50.040*** to support the procurement approach approved by the BRH Planning Committee and the PWFC to add a 3rd floor to the new Behavioral Health Facility (BHF) through two Supplemental Agreements. CBJ Charter allows the use of Supplement Agreements to address contract changes over $250,000 or 25% of the contract amount. Supplemental Agreement require Assembly approval. The recommended procurement approach includes two Supplemental Agreements whose combined total is estimated to be between $1.75 million and $2 million (21%-23% of the contract amount).

Background

On March 16, 2021, CBJ opened bids for the new Behavioral Health Facility, a new 14,500 square foot facility to be sited on the Bartlett Regional Hospital (BRH) campus. The project was awarded to the sole bidder, Dawson Construction, at the March 22, 2021 CBJ Assembly meeting for the amount of $8,459,200.00. The Notice to Proceed was issued April 14, 2021 and the project is currently contracted to be completed by June 30, 2022.

At their April 27, 2021 meeting, the BRH Board of Directors approved a motion to add an additional floor to the Behavior Health Facility and proposed funding this work with $2.75 million from BRH internal reserves. This motion arose from the need for short term and long term space identified as a result of being unable to purchase the 14,220 SF office building located at 3225 Hospital Drive. BRH currently leases approximately 5,500 SF of clinic space at this building; the current lease expires in December 2022 and is not likely to be renewed. The Board recognized that this additional scope of work will likely add between two and six months to the construction schedule.

On May 7, the BRH Planning Committee considered three procurement options to add a third floor to the new BHF (please see attached 5/6/21 Memo from City Manager, Rorie Watt to BRH CEO Rose Lawhorne). The committee voted to recommend Option 1 to the Public Works and Facilities Committee (PWFC) minimize delay to the construction schedule of the new facility and ultimately provide the needed clinic space prior to the expiration date of the current lease. At their May 10 meeting, the PWFC also approved recommending Option 1 to the Assembly for approval.

Option 1 includes the use of incremental change orders to address immediate foundation and earthwork changes to be followed by two Supplemental Agreements. The first Supplemental Agreement would address structural changes necessitated by the additional floor, followed by a second Supplemental Agreement to address the architectural, mechanical, and electrical changes. The reason for splitting the additional work into two agreements is to allow the contractor to proceed with procurement of structural materials while

design of the mechanical and electrical systems is completed. This option supports the most expedited schedule and more accurate cost estimating as the project progresses.

Best Interest Analysis

Implementing the procurement option outlined in Option 1 will result in cost savings to the CBJ while pursuing the most expeditious schedule for construction. Following are the benefits that will be realized from this approach:

1. Construction Cost Savings
    a. Adding a 3rd floor to the current project now is more cost effective than constructing a future addition or new facility later. Since the current project already includes mobilization, site preparation, and a roof, an additional floor can be added at approximately 35% less per square foot. This results in an estimated cost savings of $960,000.
    b. Contractor Mobilization Costs – estimated cost savings for this activity is $50,000 (included in the costs savings in a. above).
2. Schedule Savings
    a. With a contractor already on board, we are saving 2 years if we were to begin design on a new facility now.
3. Weather or Environmental Factors
    a. By moving forward with Option 1 now, we will be able to get the project roofed before winter saving further impacts due to weather delays if we were to put the project on hold until the additional floor is fully designed.
4. Site Constraints
    a. As developable land on the BRH campus is at a premium maximizing the footprint area of this facility helps conserve buildable areas elsewhere on the campus for future projects and postpones the need and cost of future land acquisitions.
5. Bid Preparation Costs
    a. Staff estimates that adding the 3rd floor to the current contract would save approximately $25,000 in architectural services and CBJ staffing and overhead costs if the project were to be bid as a future addition or separate facility.
6. Administration Efficiencies
    a. CBJ Project Management savings are estimated at $75,000 by incorporating the additional floor into the current project now v. managing as a future stand-alone project.
7. Other Considerations
    a. Staff estimates that A/E services for a future addition or facility would be approximately $400,000 for design through construction administration. Estimated fees for incorporating the additional floor as similar work now are $240,000 (including the bid preparation costs noted above), resulting in a cost savings of approximately $160,000.
    b. BRH has seen a significant increase in their behavioral health outpatient services just during the one year design of this new facility and anticipates that the facility as designed will be over-capacity by fall of 2022. Adding an additional floor now would enable BRH to proactively address this need.

Action Requested

Based on the reasons outlined above and the estimated cumulative savings of $1.3 million (excluding land acquisition), staff recommends that the Assembly approve the request to move forward with two Supplemental Agreements to add an additional floor to the new Behavioral Health Facility.

53.50.040 - Public improvement contracts.

(c)

Supplemental agreements. A supplemental agreement shall be approved only as provided in this subsection (c). Competitive sealed bids shall not be required for public improvement projects procured by supplemental agreement. A supplemental agreement may be approved only if the manager makes a written finding that procuring a particular public improvement by supplemental agreement would be in the best interests of the City and Borough because doing

so would save substantial and verifiable amounts of money for the City and Borough. In making this finding, the manager shall consider bid preparation costs, contractor mobilization costs, similarity of work, schedule savings, weather or environmental factors, site constraints, inspection and administration efficiencies, and other factors found relevant by the manager. The manager may approve supplemental agreements not greater than $250,000.00 or 25 percent of the contact amount, whichever is less, per contract. The manager shall notify the assembly, at its next regular meeting, of any supplemental agreement approved. Prior assembly approval shall be required for any supplemental agreement greater than $250,000.00. Nothing in this subsection shall be applied or construed in any manner inconsistent with the requirements of CBJ Charter Section 9.13. The manager shall seek an appropriation or transfer of funds by the assembly prior to incurring any obligation for any supplemental agreement unless the manager ascertains that there is a sufficient unencumbered balance in an appropriation for the project the agreement supplements, and that sufficient funds are or will be available to cover the obligation. As used in this subsection, "manager" shall have the meaning set forth in CBJ Charter Section 4.1.

CITY AND BOROUGH OF JUNEAU

Engineering and Public Works Department
155 South Seward Street
Juneau, Alaska 99801
Telephone: 586-0800 Facsimile: 463-2606

DATE: May 6, 2021

TO: Rose Lawhorne, Chief Executive Officer
Bartlett Regional Hospital

FROM: Rorie Watt, City Manager

SUBJECT: BRH Behavioral Health Facility

CBJ leadership has discussed how to best proceed with BRH's desire to add a floor to the new Behavioral Health Facility whose construction bid was recently awarded to Dawson Construction. Each approach has pro's and con's and balance the approval process with the understanding of construction cost, project schedule and details of the changed facility.

First, a little bit of procurement terminology. As everyone is aware, the CBJ Charter requires award of construction contracts to the lowest bidder. Subsequent to award, *Change Orders* are often made to change the scope of the bid work. Infrequently, *Supplemental Agreements* are made to add work that is outside the scope of the bid work. In this case, adding an additional floor would require a *Supplemental Agreement*; this action requires Assembly approval.

There are three potential paths as follows:

1. Execution of a series of incremental change orders and supplemental agreements to the construction contract. It is likely that two change orders and two supplemental agreements would be required to incorporate the additional floor into the construction contract. The first steps would be change orders for modifications to site work and concrete foundations. These could be executed without Assembly approval and keep the Contractor moving forward with the initial work. The second step would be a supplemental agreement for the structural changes associated with the additional floor. The third step would be a supplemental agreement for the rest of the changes (architectural, mechanical, electrical, etc.) associated with the additional floor. The pros of this option are that it keeps the Contractor moving forward without delay and allows procurement of materials for the structure to occur as soon as practical. The con of this approach is that the total cost of the additional floor is not known at the start of construction. This approach also allows BRH to be more involved in details of the changes to the project for a longer period of time.

2. Execute a single supplemental agreement to the construction contract. This process would include the same initial change orders to keep the project moving forward but a single supplemental agreement for all the additional costs would be executed once ***ALL*** the cost associated with the redesigned facility were defined by the Contractor. The pro of this approach is that BRH would know the total cost of the additional floor prior to executing any of the work. The cons of this approach is that it would likely lead to schedule delays and, since Contractor would not place any material orders until the price was agreed upon, would likely lead to increase in initial project cost even if the additional floor was not added.

3. Execute a single supplemental agreement to the construction contract in a similar manner to Option 2 above but charge Dawson Construction with ***design and construction*** of the alterations to the project. The pros of this approach is that BRH would know the total cost of the additional floor prior to executing any of the work and Dawson may be able to streamline the procurement/redesign schedule resulting in less delays. The cons of this approach is that Dawson is not a design firm so would likely contract with our design team to complete the design, thus adding an additional mark-up to the redesign cost, and it may not lead to any schedule benefit. A potential 3B option would be to agree to a guaranteed maximum price for the cost associated with design and construction of an additional floor and have Dawson bill on a T&M basis. This would allow BRH to have some assurance of overall cost prior to Dawson fully completing the design and pricing and may help avoid delays. In these options, BRH would have less certainty about project details and scheduling, more certainty (early) about cost.

There are, of course, subtle variants on these approaches.

Recommendation:

Our recommendation is to proceed with the approach detailed in Option 1. It appears to best balance the needs of construction schedule, cost and budget. I make this recommendation because I believe that the details of the facility are very high on BRH's priorities.

REGULATIONS OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Amendment of Title 05, Chapter 15
FEES AND CHARGES

PURSUANT TO AUTHORITY GRANTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, THE DOCKS AND HARBORS BOARD PROPOSES TO ADOPT THE FOLLOWING AMENDMENT TO REGULATIONS:

Section 1. Authority. These regulations are adopted pursuant to CBJ Ordinance 01.60, 85.02.060, and 85.02.100.

Section 2. Amendment of Section. 05 CBJAC 15.030 is amended to read:

05 CBJAC 15.030 Dockage Charges.

(a) *Definition.* The charge assessed to vessels for berthing at the Steamship Wharf, the Cruise Ship Terminal, the Intermediate Vessel Float (IVF), the Port Field Office Float (PFO), and the Inside of the Cruise Ship Terminal (ICT)

(b) *Basis for computing charges.* Dockage charges are assessed upon length-over-all (LOA) of the vessel. Length-over-all is defined as the linear distance, in feet, from the forward most part at the stem to the aftermost part of the stern of the vessel, measured parallel to the base line of the vessel.

Length-over-all of the vessel, as published in "Lloyd's Register of Shipping" will be used and, when not published, the Port reserves the right to measure the vessel or obtain the length-over-all from the vessel's register.

(c) *Dockage period; how calculated.* The period of time which dockage will be assessed shall commence when the vessel is made fast to an allocated berth or moored, or comes within a slip and shall continue until such vessel casts off and has vacated the position allocated. All time is counted and no deductions shall be allowed because of weather or other conditions, except when the Port Director provides for such allowance for good cause shown.

(d) *Charges when a vessel shifts to different berth.* When a vessel is shifted directly from one position to another berth or slip, the total time at such berths or slips will be considered together when computing the dockage or charge.

(e) *From May 1 to September 30, dockage for all vessels, except those vessels paying dockage fees set out in 05 CBJAC 15.030(f) and (h), will be assessed for each 24-hour period or portion thereof as follows:*

(1) $~~1.50~~ $3.00 per foot for vessels less than 65 feet in length overall;

(2) $~~2.50~~ $5.00 per foot for vessels with a length overall from 65 feet up to 200 feet; and

(3) $~~3.00~~ $6.00 per foot for vessels greater than or equal to 200 feet in length overall.

(f) From May 1 to September 30, fishing vessels will be assessed dockage at $~~0.75~~ $1.50 per foot of length overall for each 24-hour period or portion thereof, except there will be no charge to vessels staging to offload at Taku Dock, provided the duration of staging is less than four hours.

(g) From October 1 to April 30, dockage will be assessed as set out in 05 CBJAC 20.030 and 05 CBJAC 20.040.

(h) From May 1 to September 30, vessels loading passengers as part of a for-hire tour or experience with a duration less than 24 hours shall comply with the requirements set out in 05 CBJAC 20.080(c) and shall pay passenger-for-hire fees as set out in 05 CBJAC 20.080(d).

(i) *Dockage specials.* The Docks and Harbors Board may after public hearing establish special and promotional rates of a temporary nature in order to encourage use of facilities, to respond to unusual economic circumstances, or to promote revenue development.

Section 3. Notice of Proposed Adoption of a Regulation. The notice requirements of CBJ 01.60.200 were followed by the agency. The notice period began on April 13, 2021, which is not less than 21 days before the date of adoption of these regulations as set forth below.

Adoption by Agency

After considering all relevant matter presented to it, the agency hereby amends these regulations as set forth above. The agency will next seek Assembly review and approval.

Date: 5/20/2021

Carl J Uchytil

Carl Uchytil
Port Director

Legal Review

These regulations have been reviewed and approved in accordance with the following standards set forth in CBJ 01.60.250:

(1) Its consistency with federal and state law and with the charter, code, and other municipal regulations;

(2) The existence of code authority and the correctness of the required citation of code authority following each section; and

(3) Its clarity, simplicity of expression, and absence of possibility of misapplication.

Date: 5/20/2021

Teresa Bowen

Teresa Bowen
Assistant Municipal Attorney

Assembly Review

These regulations were presented to the Assembly at its meeting of _____. They were adopted by the Assembly.

Date: _____ _____

Elizabeth J. McEwen, Clerk

Filing with Clerk

I certify, as the Clerk of the City and Borough of Juneau, that the following statements are true:

(1) These regulations were accepted for filing by the office of the clerk at ___:___ a.m./p.m. on the _____day of _____, _____.

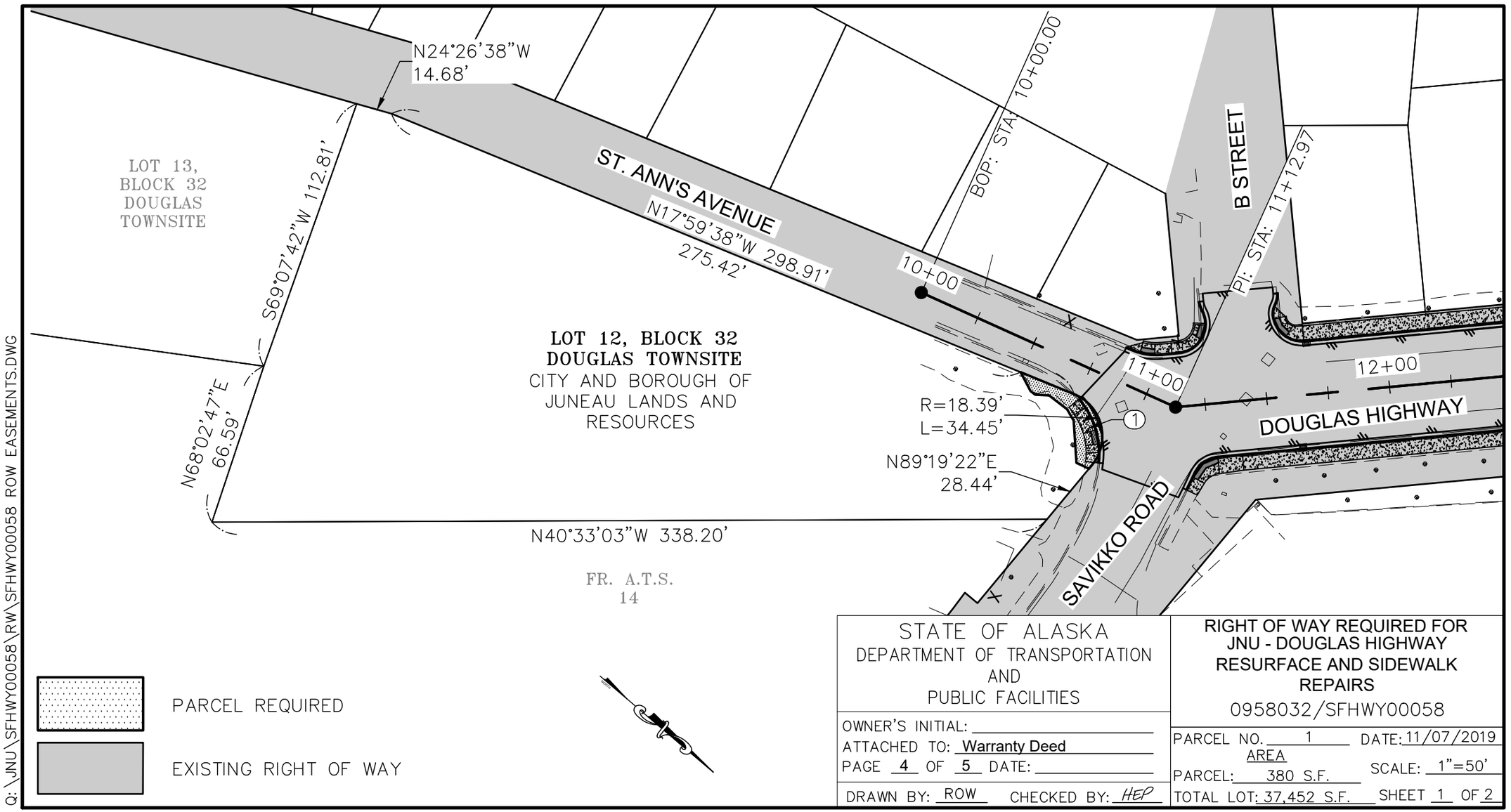
(2) After signing, I will immediately deliver or cause to be delivered copies of this regulation to the attorney and the director of libraries.

(3) A permanent file of the signed originals of these regulations will be maintained in this office for public inspection.

(4) Effective date: _____.

Date: _____ _____

Elizabeth J. McEwen, Clerk



Q:\JNU\SFHWY00058\RW\SFHWY00058 ROW EASEMENTS.DWG

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND
PUBLIC FACILITIES

OWNER'S INITIAL: _____
ATTACHED TO: Warranty Deed
PAGE 4 OF 5 DATE: _____
DRAWN BY: ROW CHECKED BY: HEP

RIGHT OF WAY REQUIRED FOR
JNU - DOUGLAS HIGHWAY
RESURFACE AND SIDEWALK
REPAIRS
0958032/SFHWY00058

PARCEL NO. 1 DATE: 11/07/2019
AREA
PARCEL: 380 S.F. SCALE: 1"=50'
TOTAL LOT: 37,452 S.F. SHEET 1 OF 2

2021 1st Late File List to Assembly

Hardship List:

Name	Parcel Number	Property Address
WILLIAM F BOATMAN	5B2401590240	4027 DEBORAH DR
WAYNE B POWERS	5B1201210070	5992 NORTH ST
JAMES MARTIN NELSON	5B2401440050	8288 GARNET ST
MARY SZCZEPANSKI	5B2401010180	8536 STEEP PL
PATRICIA CONNERS-ALLEN	4B3201020200	15790 GLACIER HWY

Late File Senior Exemption List:

Name	Parcel Number	Property Address
WILLIAM F BOATMAN	5B2401590240	4027 DEBORAH DR
TONI SHATTENBERG	3B4401000070	34275 GLACIER HWY
BEVERLY GELSTON	4B3101010050	3192 INDIAN COVE DR
JANE EDWARDS	4B2801102040	11909 GLACIER HWY #204
NAIDA C JAMES	5B2101140150	3072 MOUNTAINWOOD CIR
ELMER A LINDSTROM	7B1001060011	4121 BLACKERBY ST
NANCI E SPEAR	4B2001050030	945 FRITZ COVE RD
EDWARD PAGE	4B1801010102	2160 FRITZ COVE RD
PAULINE MARTE-PEGUERO	5B210101A090	9171 JAMES BLVD
CHARLES PATRICK QUIGLEY	5B1201000170	5136 GLACIER HWY
TERRY SEARLES	5B1601010040	2150 CASCADE ST
JULIE M STALEY	7B1001130060	4481 MOUNTAINSIDE DR
MARTHA B TAYLOR	4B310104B090	3105 NATIONAL PARK SERVICE RD B9
RAY VIDIC	5B2101321016	9090 CINEMA DR UNIT B206
MICHAEL R RACE	1C030D040170	1664 EVERGREEN AVE

Late File Non-Profit Exemption List:

Name	Parcel Number	Property Address
SEADOGS	4B1701090258	10011 CRAZY HORSE DR UNIT C9

I apologize for the late filing. As with my Senior Property Tax Exemption, I was unaware of the Hardship application until my tax preparer brought it to my attention. He processed it as part of my tax return, which was finished just a few days ago. When I looked through the return, I found the completed form and signed and mailed it per his instructions. Looking back, I suppose I should have scanned it and emailed it that day to avoid the deadline.

Thank you for considering to accept my late application.

Sincerely,

William F. Boatman

CBJ-Assessor's Off
MAY 04 2021

Hardships Exemption 2021

In the space below please state why you were unable to appeal by the established 30 day deadline.

To whom it may concern 05/03/2021

I wayne b powers showed up at the Office of Assessors on May 3, 2021 to pick up the necessary forms to fill out for my usual (Senior Citizen Disability Disabled Veteran Real Property Hardship Exemption)

Having read the post card I received in the mail I became confused as it stated the appeal Filing Deadline was 05/03/21 which was today "Appeal Filing Deadline" according to the card "5/3/21"

I was told that the "Senior Citizen/Disabled Veteran Real Property Hardship Exemption" form has an April 30th deadline. This "form" with ~~with~~ a diffrent date@(postcard) put me three days late in filing

I dont believe I should be penalized for this misjudgent of dates on two seperate notifications

All I had at the time was the card 5/3/2021 when I came into the office then presented with 8½x11 stating April 30 Deadline Procedure.

Thank you for your considerations

Wayne b. powers.

In the space below please state why you were unable to appeal by the established 30-day deadline:

CBJ-Assessor's Office
MAY 12 2021

May 12, 2021

Juneau Assessor,
155 South Seward Street
Juneau, Alaska 99801

Juneau, Assembly

Thank you for reviewing my request for approval of late File.

Because of the different Tax forms I had To file and the different Deadline Dates I failed To Keep proper account of this F.ling date.

Thank you for your consideration of my mistake

Sincerely,
James M. Nelson

Mary Szczepanski
8536 Steep Place
Juneau AK 99801

May 14, 2021

CBJ Assembly and Assessor's Office Staff
155 South Seward Street
Juneau AK 99801

Dear Assembly Members:

Attached is my application form for Senior Citizen Property Hardship Exemption and required tax forms.

My apologies for submitting the application late. Shortly after postcard with the assessed value of my property arrived, I also received a yellow card that had a "submit by June 30" deadline written on it. I mistakenly thought these cards both related to my property tax, but too late realized the yellow card was for sales tax rebate (for which I do not apply). I called the assessor's office when I realized my mistake and followed the instructions for late application for the senior property tax exemption.

Please accept this late application, again with my apologies.

Received
MAY 17 2021
CBJ-Assessors Office

Sincerely,

Mary Szczepanski

[redacted]

18 May 2021

Received
MAY 18 2021
CBJ-Assessors Office

TO: CBJ Assembly
Re: Hardship Exemption

My application is past the 04/30/21 I had believed the deadline was 05/30/21. I just yesterday 05/17/21 had my taxes completed. This past year+ has been difficult on all of us, I am no exception. Please consider my application. Thank you for your consideration.

Patricia G. Conners - Allen

Toni Shattenberg
34275 Glacier Hwy
3B4401000070

I wasn't aware of this requirement until today...
or, I might have forgotten!

April 14, 2021

Assembly Members,

Please accept the attached request for Senior Property Tax Exemption after March 31 deadline. My husband, Michael, is deceased as of December 31, 2020 and I became aware of the necessity to file an exemption during a conversation with the Assessor's office staff on April 13, 2021

Thank you for this consideration.

Beverly Gelston
3192 Indian Cove Drive
Juneau, AK
907-[redacted]

P.S. I am a widow of a previously qualified applicant, Michael S. Gelston.

My wife returned and I last week from a 6 week visit to see family in Oregon. When we saw our Assessment card and checked back on prior two years we saw that we have not been receiving the Senior Exemption. We are embarrassed that we have not noticed this sooner. We sold our home at 430 Hermit in July of 2018. We were receiving the exemption up until that time. I believe that I assumed that the exemption stayed with me since I continue to qualify. We did not receive notice and were not advised that we needed to apply again when me moved.

Thank you to the Staff at the Assessor's office who provided a new application yesterday and advised me of the need to send a letter for Assembly. My hope is that we will be reimbursed for the overpayment of assessment fees since our move in 2018. Our new address is 11909 Glacier Highway #204.

We understand that it may not be possible to receive an exemption for years past but are hopeful you will understand our late filing.

Thanks for your consideration and understanding.

Jane Edwards

CBJ-Assessor's Office
APR 08 2021

Date= 4/8/2021

To Whom it may concern:

My name is Maida C James

I am sorry to inform you that the late husband and I was in Seattle for a period of Feb. 2 to end of March, 2021 due to the death of my husband and I was in Seattle for a period of Feb. 2 to end of March, 2021 with your good consideration.

Maida James
MAIDA C JAMES

CBJ-Assessor's Office
APR 08 2021

April 12, 2021

City and Borough of Juneau
Office of the Assessor
155 So. Franklin Street
Juneau, AK 99801

Re: Request for time extension for senior property tax exemption

To Whom It May Concern:

I am writing to request an extension on my 2021 senior citizens' property tax exemption.

On November 8, 2020 I called the Assessor's Office and requested an application for my exemption. On the same day I requested an application for a sales tax exemption.

I received the documents but set them aside until such time as the COVID pandemic would allow me to comfortably visit City Hall in person. I failed to realize that that the property tax exemption would have a deadline for application.

Last week with both myself and my 94-year-old mother fully immunized and low incidence of COVID in Juneau I opened the applications and proceeded to fill them out with the intention of bringing them to City Hall today.

Realizing that I had missed the March 31st filing deadline, I immediately called the Assessor's Office and was told I could request an extension.

Your approval of this request would be appreciated.

Sincerely,

Elmer A. Lindstrom
4121 Blackerby Street
[redacted]

CBJ-Assessor
APR 22 20

Dear Assembly

I assumed that I was not eligible for property tax exemption because I rent the garage apt. I also rented the house for 3 months last year. I do not plan to rent the house again.

Please consider forgiving the date for this application as it is past the March 31 deadline. I live on my retirement and the taxes are high.

Sincerely
Nancie Spear
945 Fritz Cove Rd
[redacted]
Juneau AK 99803

Edward Page
2160 Fritz Cove Road
Juneau, Alaska 99801

15 April 2021

To Juneau Assembly;

I respectfully request an exemption to the filing date requirements for Senior Citizen partial relief from property taxes upon reaching the age of 65.

During my visit to the assessor's office over 5 years ago I was advised I was eligible for relief from a portion of CBJ property taxes as my wife and I reached the qualifying age. We declined the relief as were both employed at that time, comfortable with our financial situation and found value in CBJ's services.

While we have elected to forego this financial relief over the past six years, we are now transitioning into retirement with my wife retiring last year and I am retiring this fall. We now find our financial situation is less comfortable and partial relief from our property tax burden is desired.

We have deliberately missed the filing date for this exemption for the past six years and only now are seeking this relief. We have dutifully paid property taxes on our home to CBJ since 1990 (31 years) and only in this stage of life as we retire seek some partial relief as allowed for. In light of the above I request an exemption from the April 1st filing date for 2021.

Respectfully Submitted

Ed Page

JUNEAU AK 4/25/21

DEAR ASSEMBLY/ASSESSOR

^MY NAME IS PAULINE MARTE PEGUERO, AND I AM A SENIOR CITIZEN IN JUNEAU. I REALIZE ON MY TAX ASSESSMENT NOTICE RECEIVED IN APRIL 2021 THAT I DID NOT HAVE THE SENIOR EXEMPTION. AS I AM RETIRED ON A FIXED INCOME, THE EXEMTION WOULD HELP WITH FINANCES AND I WAS ELIGIBLE DURING 2020. Thank you. Your Pauline Marte Peguero

4/27/2021

CBJ Assembly

To Whom It May Concern,

I am applying for a Senior Citizen Property Tax Exemption for the residency located at 5136 Glacier Hwy for the 2021 tax year.

I realize that I have missed the filing deadline to obtain this exemption for this year. I have to say that is due to my ignorance that a exemption was even potentially available. The question arose this year because the Assessors office pointed out to me that an exemption exists and I might qualify for it. I am currently 79yo so I guess I have been potentially eligible for the exemption for the last 14 years!! Water under the bridge I guess but, I think, I qualify, so I chalk it up to a better late than never situation.

Thanks for your consideration in this matter.

Sincerely,

Charles P. Quigley

Charles P. Quigley
5136 Glacier Hwy
[redacted]

Received
APR 27 2021
CBJ-Assessors Office

I was not aware of deadline to apply for tax exemption of property tax.

Tracy Dowell

4/13/21

4/21/21

I just learned last week that as a 64 year old who was born on 12/27/56 and who is a widow of a previously qualified applicant I am eligible for a senior property tax exemption. My husband was Dale Eugene Staley who was born on 5/4/47 and died on 5/31/14. Dale, at the time of his death was 67 years of age and was a qualified senior with a CBJ tax exemption card at that time. I also held a spousal card while he was eligible and forfeited that at his death. I have been unaware that I qualified for this exemption 4 years ago when I turned 60 years of age, so am submitting an application to request the exemption on the 2021 property taxes.

Regards,

Julie Staley

Julie Staley
4481 Mountainside Drive
Juneau, AK 99801

CBJ-Assessor's Office
APR 2 2 2021

Ray Vidic

9090 Cinema Drive # B206

Juneau, AK 99801

04/30/2021

Letter to the Assembly

Received

APR 30 2021

CBJ-Assessors Office

CBJ Assembly

155 South Seward Street

Juneau, AK 998-1

Dear Assembly,

I am late on my application for a property tax emption for my new home. It's located at 9090 Cinema Drive #B206. I didn't realize until too late, that I had to refile, because I had sold my home at 3429 Meander Way. I have been very thankful for being able to receive these prior exemptions, and trust that you will forgive this tardiness.

Thank you,

Ray Vidic

[redacted]

RACE REALTY

2103 N Jordan Ave.
[redacted]

April 23, 2021

To whom it may concern,

I am asking for your consideration in a matter that has escaped my attention. I missed the deadline to apply for the senior citizen property tax exemption on my property here in town. It was just brought to light after reviewing my tax documents. I have had my home in Juneau and have owned and operated a business in town for many years. And so, I would ask that you consider my application for this filing period during your review process and that my exemption be granted for this year based on the information I provided. I thank you for taking the time to review my case and appreciate your work you do for our city.

Yours truly,

Mike Race

SEADOGS
PO Box 35641
Juneau, AK 99803-5641

Kim Campbell
Business Personal Property Appraiser
Assessor's Office
City and Borough of Juneau, AK

April 23, 2021

You requested a letter explaining why we did not meet the Jan 31st deadline and an exemption application for 2021. Below is the explanation and I have attached our application.

We were informed that SEADOGS was mistakenly put on "auto-ride" from 2013 until 2017. Because the account was on auto-ride the exemption continued without requiring a new application.

On Mar 7, 2019, at 2:12 PM, Jenna Mallinger <Jenna.Mallinger@juneau.org> wrote:

"I'm not sure what the advantages or disadvantages are except if educational you don't have to apply every year. I will submit it to the Assessor like it is, as educational and see what she determines. She put it in our system as community purpose previously so I'll just double check with her.

Our 2018, 2019 and 2020 requests were submitting as educational (our IRS 501(c)(3) lists "educational") and community purpose. We were never notified which the Assessor selected. In addition, in the past we were contacted when a new application was necessary (see email string). For these reasons, we were unaware an application for 2021 was necessary until I contacted your office.

We would like to request an exception allowing our 2021 exemption request. We would also request that we either be placed back on auto-ride or have our status changed to educational so that we do not have to generate yearly exemption requests. This would also benefit your office from processing unnecessary paperwork.

Thank you for your consideration.

Mark OBrien
Treasurer
SEADOGS

Presented by: The Manager
Presented: 5/24/2021
Drafted by: R. Palmer III

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2955

A Resolution Authorizing the Manager to Enter into Port Agreements with Cruise Line Corporations for the Purpose of Satisfying Requirements of the Centers of Disease Control and Prevention to Allow Cruise Ships to Visit the Port of Juneau in Calendar Year 2021.

WHEREAS, the U.S. Department of Health and Human Services and Centers for Disease Control and Prevention (CDC) issued the "Framework for Conditional Sailing and Initial Phase COVID-19 Testing Requirements for Protection of Crew" ("Conditional Sailing Order") on October 30, 2020, as a framework for a phased resumption of cruise ship operations;

WHEREAS, on April 2, 2021, the CDC issued further "Technical Instructions for a Cruise Ship Operator's Agreement with Port and Local Health Authorities under CDC's Framework for Conditional Sailing Order" and a "Checklist for Port and Local Health Authorities: Cruise Ship Operator Agreements under CDC's Framework for Conditional Sailing Order";

WHEREAS, the CDC's framework was further supplemented by the CDC's April 28, 2021 letter allowing cruise ship operators to submit an attestation to CDC under 18 U.S.C. § 1001 that a specified percentage of crew and passengers are fully vaccinated and submit to CDC a clear and specific vaccination plan, thereby enabling cruise ship operators to resume restricted passenger voyages without conducting simulated passenger voyages;

WHEREAS, the CDC's framework was further supplemented on May 12, 2021, by the CDC authorizing cruise ship operators, at their discretion, to advise passengers and crew that—if they are fully vaccinated—they may engage in self-guided or independent exploration during port stops, if they wear a mask while indoors;

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

Section 1. Port Agreement Authorization. The Manager is authorized to enter into individual or multi-port agreements provided that the following conditions are met;

A. Cruise Ship Operators agree to provide ship schedules to the Manager for approval.

B. Cruise Ship Operators must agree to the CDC's requirements for a vaccinated sailing (currently at 95% of crew and passengers) for any ship that has a scheduled stop in the Port of Juneau.

C. Other conditions that are necessary for the protection of the public health of Juneau's citizens and visitors as determined by the CBJ Assembly or the CBJ Emergency Operations Center.

Section 2. Effective Date. This resolution shall be effective immediately after its adoption.

Adopted this _____ day of _____, 2021.

_____
Beth A. Weldon, Mayor

Attest:

_____
Elizabeth J. McEwen, Municipal Clerk

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

TO: Mayor Weldon and Assembly DATE: May 21, 2021

FROM: Rorie Watt, City Manager

RE: Resolution 2955 - Port Agreement Authorization

Over many months, the representatives of the cruise ship ports in Southeast have been meeting with each other and cruise ship industry representatives to contemplate how and when cruise ship visitation will recommence. Port communities represented include Juneau, Hoonah, Skagway, Ketchikan and Sitka. The group has included Mayors, Managers and operators of private docks.

With new CDC guidance that allows for cruise ship sailings and with the imminent approval by the President of the PVSA waiver, a return of cruise ships to the region this summer has become a reality. CDC has provided cruise ship companies two paths for a return to service in the US, vaccinated cruises and cruises that will undergo simulated voyages to determine the efficacy of proposed COVID19 measures.

Resolution 2955 only contemplates vaccinated cruises.

CDC also requires that cruise line companies enter into port agreements with communities that they propose to visit. Understanding the complexity of five ports trying to create agreements with five or six cruise ship companies led to the development of a master regional agreement approach. While not entirely complete, the first draft agreement is included in the packet. Exhibit 1 would be CBJ's Risk Mitigation Measures. The other Exhibits are specific to the lines and the shoreside screening services provided by Cruise Line Agencies.

Resolution 2955 and would allow the Manager to enter into Port Agreements as required by CDC for vaccinated cruises under the following conditions:

1. Scheduling provided to the Manager – As you can imagine, the cruise companies are rapidly trying to figure out how to deploy ships, sell itineraries, obtain vaccinate crews, etc. At this point the draft schedule has six large ships, with two two-ship days and two one-ship days. Smaller ships may also visit the smaller docks. My intention is to update the Assembly and obtain consent if this schedule changes.
2. Ships to Comply with CDC Vaccination cruise standard – The initial CDC language for vaccinated sailings required 98% of crew and 95% of passengers to be vaccinated; that requirement was subsequently updated to 95% for both groups. The Resolution language authorizes the Manager to have port agreements that match subsequent CDC updates to the vaccination standard.
3. Other Conditions – The Resolution would require the Manager to impose conditions at the direction of the Assembly or the EOC. If the COVID19 situation unexpectedly deteriorates, the conditions would necessarily change.

In reality, with the very high vaccination standard, the port agreements have become a somewhat perfunctory step in large complicated process.

MEMORANDUM OF AGREEMENT

BETWEEN

NORWEGIAN CRUISE LINE HOLDINGS (NCLH) &
NORWEGIAN CRUISE LINE (NCL);

ICY STRAIT POINT (ISP), WARD COVE DOCK GROUP, LLC (WARD COVE), &
PORT OF KETCHIKAN;

CITY OF HOONAH, ALASKA (HOONAH), CITY AND BOROUGH OF JUNEAU
(JUNEAU), CITY OF KETCHIKAN (KETCHIKAN) &
KETCHIKAN GATEWAY BOROUGH (KGB);

AND

STATE OF ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES (DHSS)

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This **MEMORANDUM OF AGREEMENT** ("MOA") is entered on May___, 2021 (the "Effective Date"), by and among Norwegian Cruise Line Holdings Ltd. ("NCLH"), Norwegian Cruise Line ("NCL"), the City of Hoonah, Alaska ("Hoonah"), the City and Borough of Juneau ("Juneau" or "CBJ"), the City of Ketchikan ("Ketchikan"), Ketchikan Gateway Borough ("KGB"), the state of Alaska Department of Health and Social Services ("DHSS"), Icy Strait Point, LLC ("ISP"), Port of Ketchikan ("Port of Ketchikan"), and Ward Cove Dock Group, LLC ("Ward Cove").

Each of the above parties shall be hereinafter referred to as a "Party" and collectively, as the "Parties".

RECITALS

WHEREAS, the City of Hoonah does not exercise oversight or control as a port authority or local health authority at Icy Strait Point ("ISP"), but (1) accepts DHSS as the local health authority for purposes of this MOA, and (2) has an interest in the health and safety of its residents, and therefore joins this agreement as a Party;

WHEREAS, the City of Ketchikan (1) holds local public health powers but accepts DHSS as the local health authority for purposes of this MOA, and (2) exercises authority over City of Ketchikan docks (the "Ketchikan Docks");

WHEREAS, the Ketchikan Gateway Borough does not exercise oversight or control as a local health authority, but exercises authority over privately-owned Ward Cove, and therefore joins this agreement as a Party;

WHEREAS, the City and Bureau of Juneau (1) has local public health powers in its jurisdiction but accepts DHSS as the local health authority for purposes of this MOA, and (2) exercises authority over two cruise ship docks owned by CBJ and two private cruise ship docks (the "Juneau Ports");

WHEREAS, DHSS is, for purposes of this MOA, the local health authority responsible for implementing State laws relating to public health and exercising jurisdiction over the Ports;

WHEREAS, Icy Strait Point, LLC, Ward Cove Dock Group, LLC, Port of Ketchikan, Ketchikan Gateway Borough, and the City of Borough of Juneau (collectively, "Port Owners") own, operate, or exercise oversight and control over a port or privately owned dock (each, a "Port", and collectively, "Ports"), thereby serving as U.S. port authorities for purposes of this MOA;

WHEREAS, NCLH is authorized and qualified to conduct business in the state of Alaska, is entering into this MOA on behalf of itself and its brands and affiliates, including without limitation NCL, Oceania, and Regent Seven Seas Cruises, and any other multi-day passenger cruise line that is now or hereafter acquired by or affiliated with NCLH;

WHEREAS, NCLH and NCL, individually and collectively, are the "Cruise Ship Operator" or "CSO" for purposes of this MOA;

WHEREAS, the Parties to this MOA are mutually committed to resumption of tourism in Southeast Alaska following the suspension of cruise ship operations due to the COVID-19 pandemic;

WHEREAS, the U.S. Department of Health and Human Services ("HHS") and Centers for Disease Control and Prevention ("CDC") issued the "Order under Sections 361 & 365 of the Public Health Service Act (42 U.S. C. §§ 264, 268) and 42 C.F.R. Part 70 (Interstate) and Part 71 (Foreign): Framework for Conditional Sailing and Initial Phase COVID-19 Testing Requirements for Protection of Crew" (referred to herein as the "Conditional Sailing Order" or "CSO") on October 30, 2020, as a framework for a phased resumption of cruise ship operations;

WHEREAS, on April 2, 2021, the CDC issued further "Technical Instructions for a Cruise Ship Operator's Agreement with Port and Local Health Authorities under CDC's Framework for Conditional Sailing Order" ("Technical Instructions") and a "Checklist for Port and Local Health Authorities: Cruise Ship Operator Agreements under CDC's Framework for Conditional Sailing Order (CSO)" ("Checklist") (the CSO, Technical Instructions, and Checklist shall be collectively referred to herein as the "Framework for Conditional Sailing" or "FCS");

WHEREAS, the FCS was further supplemented by the CDC's April 28, 2021 letter allowing cruise ship operators to submit an attestation to CDC under 18 U.S.C. § 1001 that 98 percent of crew are fully vaccinated and submit to CDC a clear and specific vaccination plan and timeline to limit cruise ship sailings to 95 percent of passengers who have been verified by the cruise ship operator as fully vaccinated prior to sailing, thereby enabling cruise ship operators to resume restricted passenger voyages without conducting simulated passenger voyages;

WHEREAS, the FCS was further supplemented on May 12, 2021 by CDC amendment to the COVID-19 Operations Manual for Simulated and Restricted Voyages authorizing cruise ship operators, at their discretion, to advise passengers and crew that—if they are fully vaccinated—they may engage in self-guided or independent exploration during port stops, if they wear a mask while indoors;

WHEREAS, CSO has committed to operate with a crew that is 100 percent fully vaccinated and to limit cruise ship sailings to 100 percent of passengers who have been verified by CSO as fully vaccinated prior to sailing;

WHEREAS, CSO has committed to obtaining a COVID-19 Conditional Sailing Certificate prior to conducting restricted passenger voyages at the Ports;

WHEREAS, the scope of this MOA is accordingly limited to restricted passenger voyages as CSO will not be required to conduct simulated passenger voyages at the Ports;

WHEREAS, the FCS, as amended by the April 28, 2021 guidance letter, requires a cruise ship operator to enter into agreements with port and local health authorities where a ship intends to dock or make port during restricted passenger voyages**,** and that each local agreement include a (1) port component; (2) medical care component; and (3) housing component;

WHEREAS, all obligations concerning notifications to CSO's passengers and crew concerning risks of COVID-19 and medical treatment protocols rest solely with CSO;

WHEREAS, by agreement of the Parties, the medical care and housing components are unnecessary for purposes of this MOA, because CSO has committed to transport any COVID-19 positive passengers to Seattle for medical care, and that the health care, housing, and transportation agreements developed for the Port of Seattle will effectively address the needs of the Ports;

WHEREAS, the Parties wish to accommodate resumption of cruise ship operations in Southeast Alaska in accordance with applicable law, the FCS as amended and effective as of the date of this MOA, and in accordance with the terms of this MOA, subject to final approval by the applicable respective local government elected body;

WHEREAS, the Parties agree that this MOA is expressly limited to ongoing risks of the COVID-19 pandemic and the Parties' coordinated compliance with CDC regulations concerning the restricted passenger voyages contemplated hereby;

WHEREAS, the Parties recognize that conditions pertaining to COVID-19 as well as public health rules, requirements, and guidance regarding this virus may change and therefore agree to consider making modifications to this MOA if necessary to implement new procedures, rules, requirements, orders, or guidance; and

WHEREAS, the Parties accordingly desire to enter into this MOA and agree to the terms and conditions set forth herein.

NOW THEREFORE, the Parties agree as follows:

(1) **Incorporation of Recitals; Binding Effect**. The above Recitals are incorporated herein and made a part hereof. This MOA is not a legally binding agreement and is only a definite expression and record of the purpose and intention of the Parties, to which each honorably pledge themselves.

(2) **Term**. The term of this MOA ("Term") shall be from the Effective Date until the earlier of (a) the date that the CSO is no longer in effect, or CDC otherwise lifts or repeals the FCS; or (b) any Party terminates this MOA by giving all other Parties at least seven (7) days' written notice. CSO shall not conduct cruise operations at the Ports after the date of termination without a new agreement in place that satisfies the conditions of the FCS unless same has expired, been rescinded, or is otherwise no longer applicable.

(3) **Port Authority's Obligations**.

3.1 In fulfillment of CDC recommendations, Port Owners have provided and shall continue to regularly provide information to those of its Port employees anticipated to interact with cruise passenger and/or crew regarding the risks of COVID-19 and how to minimize exposure to same.

3.2 As provided in Section 7.3, Port Owners shall adopt practices to encourage any port personnel who are expected to interact with travelers to be vaccinated.

3.3 Port Owners shall comply with applicable requirements of the (i) COVID-19 Safety Procedures (Exhibit 1, A - D as applied to Port Owner's respective Port), and (ii) FCS imposed on "port authorities" as that term is defined in the FCS, expressly excluding any FCS obligations imposed on cruise ship operators, or any obligations that may be imposed on or relate to port personnel other than each Port Owners' employees.

(4) **Local Health Authority's Obligations**.

4.1 DHSS shall act as the local health authority pursuant to CDC guidelines and shall monitor and enforce compliance with the MOA limited to the authority granted to it under Alaska Statutes, Title 18. DHSS will provide local infrastructure and support for purposes of this MOA and any Conditional Sale Certificate issued by the CDC. For avoidance of doubt, DHSS's local health authority is limited to the purposes of this MOU for the 2021 season.

4.2 DHSS acknowledges that it has reviewed this MOA, including Exhibits, and is reliant upon CSO's assertions that (i) CSO will have sufficient medical capacity to care for travelers (passengers and crew) if an unanticipated outbreak of COVID-19 occurs on board one or more of CSO's vessels, including potential intensive care and non-intensive care needs, as well as enough capacity to isolate patients with COVID-19; (ii) CSO will have sufficient quantity of housing on board to meet the needs of travelers (passengers and/or crew) until such travelers meet CDC's criteria to discontinue isolation or for the CDC-recommended quarantine period; and (iii) CSO commits to transport COVID-19 positive passengers to Port of Seattle for medical care.

(5) **Cruise Ship Operator's Obligations**. In conducting restricted passenger voyages to or from the Ports, CSO shall always, and at its cost, comply with all requirements and minimum standards provided in or imposed by (i) the FCS and any further technical requirements or guidance that may be issued by the CDC in connection therewith (as may be amended and/or supplemented by the CDC from time to time) and (ii) this MOA, including all exhibits attached hereto. Such Cruise Ship Operator obligations shall include, without limitation, each of the following:

5.1 *COVID-19 Safety Procedures*. CSO shall comply with and implement all applicable requirements, protocols, and procedures set forth in the COVID-19 Safety Procedures, incorporated and attached hereto as Exhibit 1(A) - Exhibit 1(D).

5.2 *Approved Ships and Capacities*. All of CSO's ships identified on Exhibit 2(A) - 2(D) are covered by the terms of this MOA. CSO shall comply with all applicable

requirements, protocols, and procedures set forth in Exhibit 2, attached and incorporated hereto with title "NCLH Approved Ships and Capacities." Exhibit 2(A) - 2(D) identifies each CSO vessel covered by this MOA, each vessel's authorized days and hours of operation at the Ports, each vessel's regular passenger capacity (based on double occupancy) and normal crew size, and each vessel's restricted (maximum allowed) passenger and crew capacities hereunder. Exhibit 2(A) - 2(D) also includes an explanation of the factors relied upon by all parties in determining these numbers, including the potential for COVID-19 variants.

5.3 *Required Vaccination Strategies*. NCLH shall comply with and implement all applicable requirements, protocols, and procedures set forth in Exhibit 3 titled "NCLH Vaccination Strategies", which is attached and incorporated hereto. Exhibit 3 includes a plan and timeline for vaccination of cruise ship crew prior to resuming passenger operations; presents proposals regarding how CSO intends to incorporate vaccination strategies to maximally protect passengers and crew from introduction, amplification, and spread of COVID-19 in the maritime environment and land-based communities; designates a Cruise Ship Operator vaccine coordinator to oversee implementation and maintenance; includes an education component for port personnel and travelers about the importance of getting the COVID-19 vaccine; and includes processes for vaccination of port personnel who are expected to interact with travelers.

5.4 *Required Port Protocols*. CSO shall comply with and implement each of the Port Protocols attached and incorporated as composite Exhibit 4, including:(1) Embarkation Procedures – Simulated Voyages and Restricted Passenger Voyages; (2) Procedures for Day of Embarkation Screening; (3) Emergency Response Plans; (4) Protocols for Contacting Emergency Medical Services (Non COVID-19 Related); (5) Protocols that Avoid Medical Evacuations at Sea; (6) Disembarkation Procedures in Event of COVID-19 Outbreak; (7) Procedures to Avoid Congregation of Embarking and Disembarking Travelers; (8) Procedures for Informing Port Personnel who interact with travelers of COVID-19 Risks; (9) Procedures for Routine Testing and Symptom Monitoring of Port Personnel; (10) Procedures for Routine and Outbreak-Level Cleaning for Gathering Areas and Transportation Vehicles; and (11) Reporting Requirements of COVID-19 Cases During Voyages.

5.5 *CDC Approval of Restricted Passenger Voyages.* Prior to commencing restricted passenger voyages, CSO shall first obtain written approval of same from the CDC and transmit a copy of same to the port directors for each of the Ports and the Commissioner of DHSS.

5.6 *Clarification*. Notwithstanding and prevailing over any contrary term or implication set forth herein, nothing in this MOA or any approved exhibits or annexes hereto shall be construed to require persons to provide any documentation certifying COVID-19 vaccination or post-infection recovery to gain access to, entry upon, or service from any CSO vessel or business operation in this state or from any Port facility or operation, provided the foregoing does not otherwise restrict the Parties from instituting screening

protocols consistent with authoritative or controlling government-issued guidance to protect public health.

(6) **CDC-Required Medical Care, Transportation, and Housing Components**. The Medical Care, Transportation, and Housing Components required by the FCS shall be met by existing agreements between CSO and the CSO home port of Seattle for downline ports associated with cruises from Seattle to the Ports. Prior to CSO commencing restricted passenger voyages to the Ports, CSO shall provide a copy of these agreements to all other Parties hereto. CSO attests and represents that it has existing, fully executed agreements concerning medical transport and medical care as required by the CDC and as outlined further in this Section 6 and that copies will be made available upon request.

6.1 *Medical Transportation and Medical Care Component*.

6.1.1 The Parties have considered the potential medical care needs of travelers including the capacity of local public health, port authority, hospital, and other emergency response personnel to respond to an onboard outbreak of COVID-19. The Parties have evaluated the need for further contingency planning to provide medical care to travelers in the event of limited hospital beds, medical personnel, or other factors potentially limiting the capacity of the cruise ship operator's designated shoreside medical facilities or healthcare systems.

6.1.2 Having considered and relied upon the FCS requirements imposed on cruise ship operators to address contingency planning to provide for the medical care needs of travelers, CSO ship capacity and other restrictions included in CSO Approved Ships and Capacities (Exhibit 2(A) - 2(D)), CSO Vaccination Strategies (Exhibit 3), and the CSO Protocols incorporated as Exhibit 4, the Parties agree that (further contingency planning by the Parties is not required for purposes of this MOA.

6.2 *Housing Component*.

6.2.1 The Parties have considered the potential housing needs of travelers, including the capacity of local public health, port authorities, hospital, and other emergency response personnel to oversee and monitor the housing needs of travelers under isolation and quarantine. The Parties have considered each of the factors set forth in the CDC Checklist Housing Component items 1-7.

6.2.2 Having considered and relied upon the FCS requirements imposed on cruise ship operators to address the housing needs of travelers, CSO ship capacity and other restrictions included in CSO Approved Ships and Capacities (Exhibit 2(A) - 2(D)), CSO Vaccination Strategies (Exhibit 3), and the CSO Protocols incorporated as Exhibit 4, the Parties agree that CSO's home port agreement with the Port of Seattle shall govern the terms of CSO contractual or corporate-owned shoreside housing facilities to serve homeport and downline port operations. CSO attests and represents that it has

existing, fully executed agreements concerning housing needs of travelers as required by the CDC and as outlined further in this Section 6 and that copies will be made available upon request.

6.3 *Financial Responsibility for Agreements required by CDC*. CSO shall be solely responsible for all costs and expenses arising under any of the medical care, transportation, or housing service agreements required by the FCS or any technical requirements or guidance issued by the CDC in connection therewith, or arising from or relating to such similar transportation, medical care, and/or housing services procured or requested by or on behalf of CSO. All such agreements shall comply with applicable requirements of the FCS and Exhibits 1 and 4.

(7) **Vaccination Component**.

7.1 CSO's proposal for how it intends to incorporate vaccination strategies to maximally protect passengers and crew from introduction, amplification, and spread of COVID-19 in the maritime environment and land-based communities, is attached and incorporated as Exhibit 3. The proposal lists CSO's vaccination coordinator and includes CSO's processes and timeline for vaccination of ship crew and passengers.

7.2 The Parties agree to Exhibit 3's provisions concerning education of port personnel and travelers about the importance of getting a COVID-19 vaccine.

7.3 Port Owners will encourage all port personnel and employees to be vaccinated.

(8) **Additional Port Procedures Required by the FCS.**

8.1 *Required CSO Embarkation Procedures*. During CDC authorized restricted passenger voyages, CSO must comply with CSO Embarkation and Disembarkation Procedures set forth in Exhibit 4 to minimize contact between travelers and port personnel. CSO Embarkation and Disembarkation Procedures shall comply with the FCS and the COVID-19 Safety Procedures (Exhibit 1(A) - Exhibit 1(D) hereto) and shall include day-of-embarkation screening procedures for signs and symptoms of COVID-19 and laboratory testing of travelers, including testing location and management of individuals who test positive and their close contacts.

8.2 *Emergency Response Plan*. In the event that more than one ship at any Port experiences a simultaneous outbreak of COVID-19, CSO shall at its cost comply with all emergency response plan requirements set forth in Exhibit 1(A) - Exhibit 1(D) and Exhibit 4 attached hereto, and with any directives, instructions, and/or standard operating procedures issued by the Port Owners, DHSS and/or the CDC in response to such outbreak. In developing emergency response plans for each of the Ports, Port

Owners have jointly considered a "worst case" scenario of multiple ships from multiple cruise ship operators experiencing simultaneous outbreaks of COVID-19.

8.3 *Exigent Circumstances Requiring Other Medical Services*. For exigent circumstances not covered by CSO medical services agreements (e.g., a medical emergency not related to COVID-19), CSO shall at its cost follow and comply with the applicable non-COVID-19 medical emergency protocols set forth in Exhibit 4 attached hereto.

8.4 *Evacuations at Sea*. Per the FCS, for both COVID-19 and non-COVID-19 related medical reasons, medical evacuations at sea should be avoided to the greatest extent possible. Nonetheless, for unavoidable medical evacuations at sea that may be necessary or required to transport passengers or crew, or both, from a ship to a shoreside medical facility, lodging facility, or other shoreside facility, CSO shall at its cost provide or contract for sufficient commercial resources (e.g., ship, tender, chartered standby vessel, and/or chartered airlift capacity) to accomplish the same, and CSO shall accomplish same in a manner that minimizes the burden to the greatest extent possible on federal, state, and local government resources, including U.S. Coast Guard resources. All medical evacuations at sea must be coordinated by CSO with the U.S. Coast Guard.

8.5 *Disembarkation Procedures in the Event of an Outbreak of COVID-19*. In the event of an outbreak of COVID-19 on any CSO vessel operating under this MOA, CSO will follow and comply with, at its cost, all applicable disembarkation procedures that apply in the event of an outbreak of COVID-19, included in Exhibits 1 or 4 hereto or in the FCS and, during CSO restricted passenger voyages, CSO shall use and follow CSO Embarkation and Disembarkation Procedures set forth in Exhibits 1 and 4 hereto.

8.6 *Cruise Terminal, Ship, and Transportation Vehicle Cleaning Procedures and Requirements.*

8.6.1 Prior to commencement of passenger embark and debark operations, except at otherwise provided in the event of a COVID-19 outbreak or as otherwise provided herein or in the COVID-19 Safety Procedures, the Port Owners shall cause each cruise terminal (and any associated bathrooms therein and connected passenger boarding bridges) covered by this MOA, to be cleaned in accordance with the Routine Cleaning Procedures set forth in Exhibit 1 and/or Exhibit 4 hereto.

8.6.2 Notwithstanding the terms of subsection 8.6.1 above, in the event of a COVID-19 "moderate outbreak" or "full outbreak" on any vessel calling on a Port terminal or other outbreak impacting a Port facility, the CSO shall at its cost comply with all emergency response plan and outbreak-level cleaning requirements set forth in Exhibit 1(A)-1(D) and/or Exhibit 4 attached hereto, and with any directives,

instructions, and/or standard operating procedures issued by the Port Owner, local health authority, and/or the CDC in response to such outbreak.

8.6.3 In connection with all transportation vehicles either owned, hired, or maintained by or on behalf of the CSO, CSO shall at its cost cause same to be cleaned in accordance with, as applicable, the CSO's Transportation Vehicle Cleaning Requirements included in Exhibit 4, and all applicable FCS requirements.

8.7 *CDC Reporting Requirements*. CSO shall timely comply with (1) all CDC reporting requirements included in the FCS or otherwise required by the CDC, including requirements for reporting of cases identified during a voyage to local health authorities; and (2) all reporting requirements included in Exhibit 4.

(9) **Port Owners and DHSS Conditional Authorization of Restricted Passenger Voyages.**

9.1 Subject to CSO's compliance with all terms, conditions, and requirements hereof and all exhibits hereto, expressly including, without limitation the FCS, and subject to the CDC's future issuance of its written approval to CSO to conduct restricted passenger voyages to and from the Ports, Port Owners and DHSS hereby authorize and approve the same to the extent authorized by and in accordance with such contemplated future CDC approval(s), as delineated in Exhibit 2(A) - 2(D) attached. Subject to availability and obtaining the prior written approval of the Port Director for each Port and applicable local government authority, CSO may for good cause seek to switch or modify a previously authorized vessel berth's assigned date and/or time.

9.2 Notwithstanding and prevailing over the foregoing, the Port Owners and DHSS reserve their respective rights to rescind, reduce, otherwise modify, and/or further condition any approval conferred herein in light of changing circumstances relating to COVID-19 infection rates, the development or spread of variants, the availability or scarcity of local resources needed for the protection of the local community, or otherwise. The Port Owners and DHSS additionally reserve their respective rights to temporarily suspend or rescind the MOA if local resources become insufficient to adequately respond to an onboard outbreak of COVID-19 on a cruise ship. However, the Parties acknowledge that in the event of suspension or rescission of this MOA, such suspension or rescission shall not deny a cruise ship's ability to make port as approved by the CDC and in accordance with all requirements hereof, if on a voyage that commenced hereunder prior to such suspension or rescission.

9.3 CSO shall immediately notify the CDC if the MOA is modified, amended, or rescinded.

(10) **Compliance with Laws**. The Parties shall comply with all applicable laws, regulations, codes, and ordinances including local municipal health mandates

established by any applicable governmental authority having jurisdiction over its services or obligations under the MOA, as may be amended from time to time, and any laws, regulations, codes, ordinances, rules, and public health guidelines pertaining to SARS-CoV-2/COVID-19 or other communicable disease, and shall ensure that its employees, agents, contractors, subcontractors (of all tiers), affiliates and guests also comply therewith, including, but not limited to, all applicable training requirements. The Parties additionally agree to follow the notification procedures to appropriate parties as outlined in the *Alaska Multi-Agency Maritime Communicable Disease Emergency Response Plan.*

(11) **Notices**. Any and all notices, requests, demands and other communications required or permitted to be given pursuant to this MOA shall be in writing and shall be deemed to have been duly given when: (i) delivered by hand; (ii) deposited in the mail by registered or certified mail, return receipt requested; (iii) sent via electronic mail, with a requested read receipt response; or (iv) sent by recognized international overnight courier. No notice shall be effective unless and until received by the recipient.

If to NCLH:

Norwegian Cruise Line Holdings, 7665 Corporate Center Dr, Miami, FL 33126

If to NCL:

[Address, if including NCL here.]

If to the Port Owners:

Icy Strait Point, LLC, 108 Cannery Rd, Hoonah, AK 99829
Port Director: Tyler Hickman

With a copy to:

Huna Totem Corporation, 9301 Glacier Highway, Suite 200, Juneau AK, 99801

Ward Cove Dock Group, 7559 North Tongass Highway, Ketchikan, Alaska 99901
Port Director: John Binkley

City and Borough of Juneau Docks and Harbors 155 S. Seward Street, Juneau AK 99801

Port Director: Carl Uchytil

If to Hoonah:

City of Hoonah, P.O. Box 360 Hoonah, AK 99829
Attention: Dennis Gray, City Administrator, dgray@cityofhoonah.org

If to DHSS:

Dept. of Health and Social Services, 3601 C Street, Suite 902, Anchorage, AK 99503
Attention: DHSS Commissioner Adam Crum, adam.crum@alaska.gov

A Party may change their address or other relevant information by notice in writing to the other Parties as provided above.

(12) **Port Owners' Retained Rights and Authority.** Notwithstanding and prevailing over any potentially contrary term or implication in this MOA, in order to protect the public's health, safety and welfare, the Port Owners each retain and reserve its right and authority to, in its sole discretion: (1) modify, reduce, or limit the number of vessels that can berth at its port at one time, the size and/or capacity of cruise vessels that can call at its port under the Conditional Sail Order, or otherwise limit cruise operations in the Port Owner's discretion; (2) deny berthing or port access to a cruise vessel reporting passengers and/or crew onboard who are infected or potentially infected with COVID-19; and/or (3) require that such vessel or vessels, as the case may be, anchor off-port for purposes of quarantine or to facilitate disembarkations via tenders, as may be so directed by the Port, the U.S. Coast Guard, the Alaska Unified Command, the CDC, or local public health agencies. The Ports shall not be liable for any costs or consequential damages incurred by CSO, or by third parties, that may arise from the Port Owner's or Port's exercise of its discretion hereunder or as a result of any directives or decisions issued by any federal, state, or other governmental agency, department, or subdivision.

(13) **Governing Law/Jurisdiction/Exclusive Venue**. This MOA shall be governed by the laws of the state of Alaska without regard for its conflict of laws provision, and venue for any and all disputes, controversy, actions, suits, or claims arising out of this MOA, or seeking relief under and/or to construe same shall lie exclusively in Alaska.

(14) **No Force Majeure Relief Hereunder**. For avoidance of doubt, and notwithstanding and prevailing over any contrary term or implication contained herein, no CSO payment, indemnity, performance, or insurance obligation set forth in or arising under this MOA will be excused, deferred or delayed by any claimed force majeure event or events, nor by any claim of impossibility, impracticability, or frustration of purpose, or any combination thereof, which relate to, arise from, or are in connection with the COVID-19 pandemic or any governmental restriction,

order, requirement, or regulation relating thereto or imposed in connection therewith.

(15) **Miscellaneous**.

15.1 Nothing in this MOA constitutes any Party as the agent, employee, partner, or joint venture of any other Party. No Party has the right or authority to bind any other Party, including without limitation the power to incur any liability or expense on behalf of any other Party, without its prior written agreement except as expressly set forth in this MOA.

15.2 If any provision of this MOA, or the application of a provision to any person or circumstance, shall be held invalid, the validity or legality of the remainder of this MOA, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected.

15.3 This MOA sets forth the understanding between the Parties as to the subject matter herein. This MOA is intended to be supplemental to CSO's existing preferential berthing agreement, if any and as amended, with the Port Owner(s). To the extent this MOA conflicts with CSO's prior or existing berthing rights agreements with Port Owner(s), this MOA shall control, providing nothing contained herein shall be construed as nullifying, reducing, or deferring or delaying compliance with any CSO payment, performance, indemnity, or insurance obligation contained in any prior or existing Port Owner's agreement with CSO.

15.4 This MOA can only be changed, modified, or amended by the express written agreement of the Parties.

15.5 Except as otherwise provided in this MOA, none of the Parties may, without the written consent of the other, transfer, assign, create an interest in, or deal in any other way with any of its rights or obligations under this MOA.

15.6 Any unsatisfied payment or indemnity obligation arising hereunder during the Term hereof shall survive the expiration or early termination of said term.

15.7 This MOA may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument. This MOA may be signed by facsimile signature, and such facsimile shall have the same legal force and effect as if it were an original.

15.8 This MOA has no intended third-party beneficiaries and shall not be construed to create any rights in, or grant any cause of action to, any person or entity not a Party hereto.

15.9 The CDC may request that the Parties modify or amend this MOA, COVID-19 Safety Procedures, or any other Exhibit based on "lessons learned" from CSO's restricted passenger voyages as described in CSO's after-action report for each voyage or otherwise.

15.10 Upon execution by all parties, CSO shall provide a complete copy (including all exhibits) to CDC at eocevent349@cdc.gov and to each Party pursuant to the notice provisions herein.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this MOA as of the Effective Date.

PORT OWNERS AND LOCAL GOVERNMENTS:

ICY STRAIT POINT, LLC

By: _____

Name: Russell A. Dick

Title: President & CEO, ISP

Email: russell.dick@hunatotem.com

Date: _____

WARD COVE DOCK GROUP, LLC

By: _____

Name: John Binkley

Title: Chairman

Email: john@riverboatdiscovery.com

Date: _____

CITY OF HOONAH

By: _____

Name: Dennis Gray

Title: City Administrator

Email: dgray@cityofhoonah.org

Date: _____

CITY AND BOROUGH OF JUNEAU

By: _____

Name: Rorie Watt

Title: City Manager

Email: Rorie.watt@juneau.org

Date: _____

CITY OF KETCHIKAN

By: _____

Name: Karl Amylon

Title: City Manager

Email: karla@cityofketchikan.ak.us

Date: _____

KETCHIKAN GATEWAY BOROUGH

By: _____

Name:

Title:

Email:

Date: _____

LOCAL HEALTH AUTHORITY:

STATE OF ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES

By: _____

Name: Adam Crum

Title: Commissioner, DHSS

Email: adam.crum@alaska.gov

Date: _____

CRUISE SHIP OPERATOR:

NORWEGIAN CRUISE LINE HOLDINGS

By: _____

Name: _____

Title: Chief Executive Officer

Email: _____

Date: _____

By: _____

Name: _____

Title: Chief Compliance Officer

Email: _____

Date: _____

By: _____

Name: _____

Title: Chief Medical Officer

Email: _____

Date: _____

NORWEGIAN CRUISE LINE

By: _____

Name: _____

Title: Chief Executive Officer

Email: _____

Date: _____

By: _____

Name: _____

Title: Chief Compliance Officer

email: _____

Date: _____

By: _____

Name: _____

Title: Chief Medical Officer

Email: _____

Date: _____

EXHIBIT 1 – COVID-19 SAFETY PROCEDURES

A. Icy Strait Point
B. Ward Cove
C. Ketchikan Port
D. Juneau Ports

EXHIBIT 2 – CSO APPROVED SHIPS AND CAPACITIES

A. Icy Strait Point
B. Ward Cove
C. Ketchikan Port
D. Juneau Ports

EXHIBIT 3 – CSO VACCINATION STRATEGIES

EXHIBIT 4 – CSO PROTOCOLS

A. Icy Strait Point
B. Ward Cove
C. Ketchikan Port
D. Juneau Ports

PORT PROCEDURES

1. *Embarkation Procedures – Simulated Voyages and Restricted Passenger Voyages*
2. *Procedures for Day of Embarkation Screening*
3. *Emergency Response Plans*
4. *Protocols for Contacting Emergency Medical Services (Non COVID-19 Related)*
5. *Protocols that Avoid Medical Evacuations at Sea*
6. *Disembarkation Procedures in Event of COVID-19 Outbreak*
7. *Procedures to Avoid Congregation of Embarking and Disembarking Travelers*
8. *Procedures for Informing Port Personnel who interact with travelers of COVID-19 Risks*
9. *Procedures for Routine Testing and Symptom Monitoring of Port Personnel*
10. *Procedures for Routine and Outbreak-Level Cleaning for Gathering Areas and Transportation Vehicles*
11. *Reporting Requirements of COVID-19 Cases During Voyages*