

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

March 1, 2021 7:00 PM

Zoom Webinar & FB Live Stream

Meeting No. 2021-06 To Participate in the Meeting Use Zoom Link or Phone Number
Listed: <https://juneau.zoom.us/j/93428092407> or call: 1-253-215-8782 Webinar ID: 934
2809 2407

Submitted By:

Duncan Rorie Watt, City Manager

I. FLAG SALUTE

II. ROLL CALL

III. SPECIAL ORDER OF BUSINESS

A. Recognition of Coeur Alaska Kensington Mine and Redpath USA Corporation

B. Instructions for Public Participation

Anyone wishing to provide public comment during the meeting is asked to call the Municipal Clerk's public testimony request phone line at 586-0215 by 3 p.m. the day of the meeting or send an email to City.Clerk@juneau.org providing their name, email address, and phone number they will be calling from. Testimony time will be limited by the Mayor based on the number of participants. The public is encouraged to send comments in advance of the meeting to BoroughAssembly@juneau.org.

If you have not notified the Clerk's Office ahead of time you may still be able to participate. 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.

IV. APPROVAL OF 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 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 will be reviewed by the Assembly Finance Committee 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.

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

- 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 this ordinance be introduced and set for public hearing at the next Assembly meeting.

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

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

2. Liquor License

- a. **Liquor License Renewals for Licenses: 644 & 1081**

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

Liquor License Renewals

License Type: Beverage Dispensary, License #644

Licensee: Wolfpack Ventures, LLC d/b/a: Salt Alaska

Location: 200 Seward Street, Juneau

License Type: Beverage Dispensary, License #1081

Licensee: Shayz, LLC d/b/a Squirez

Location: 11806 Glacier Highway, 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 renewals.

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.

VIIIPUBLIC HEARING

A. Ordinance 2020-09(AN) An Ordinance Appropriating \$75,000 to the Manager to Operate a Youth Shelter and Rapid Rehousing Facility; Grant Funding Provided by the Alaska Mental Health Trust Authority.

This ordinance would appropriate \$75,000 to operate a youth shelter and rapid rehousing facility at the Hurlock Street property. The Zach Gordon Youth Center (ZGYC) and Tlingit Haida Regional Housing Authority (THRHA) are partnering to help address the community need for emergency sheltering and rapid rehousing for runaway and homeless youth. This initiative is endorsed by the CBJ Assembly Taskforce on Homelessness.

Grant funding for this request would be provided by the Alaska Mental Health Trust Authority.

The Committee of the Whole reviewed this request at the November 9, 2020 meeting. The Assembly Finance Committee reviewed this request at the January 6, 2021 meeting.

The City Manager recommends the Assembly adopt this ordinance.

B. Ordinance 2021-01(c) An Ordinance Providing for a Property Tax Abatement Program to Incentivize the Development of Housing in Downtown Juneau.

To qualify for this tax abatement program, at least four new residential units would need to be added to a parcel in the downtown Juneau area. Any condemned dwelling unit that is renovated up to current code would also qualify as a new unit. For the purposes of this ordinance, the downtown Juneau area is the same as the Title 49 Fee in Lieu of Parking map.

This topic has been reviewed by numerous Assembly committees since the spring of 2018. Most recently, the Lands and Resources Committee reviewed this topic on August 10 and December 7, 2020, and January 11, 2021. Version (c) of this ordinance corrects a reference in the first whereas clause.

The City Manager recommends the Assembly adopt this ordinance.

C. Ordinance 2021-02 An Ordinance Providing for the Issuance and Sale of General Obligation Bonds in One or More Series to Provide Not to Exceed \$22,000,000 in Net Proceeds; and Providing for the Form and Terms of the Bonds and for Unlimited Tax Levies to Pay the Bonds.

In 2020, voters approved a \$15 million bond for maintenance and repair of schools,

parks, streets, and other public infrastructure. In 2019, voters approved a \$7 million bond for improvements to Centennial Hall. This ordinance authorizes these two general obligation bonds to be sold as one \$22 million bond through a competitive public offering. This ordinance specifies a 15-year repayment plan with interest-only payments for the first three years. Due to ongoing legal issues with the Alaska Municipal Bond Bank Authority, these bonds will be sold directly by the Borough without using the Bond Bank as a conduit.

The Assembly Finance Committee reviewed this ordinance at the February 3, 2021 meeting.

The City Manager recommends the Assembly adopt this ordinance.

D. Ordinance 2021-04 An Ordinance Related to CBJ Marijuana Licenses.

CBJ has a business license for marijuana businesses in Title 49. This ordinance would give the Community Development Department director the authority to suspend or revoke a marijuana business license for the same reasons that the CBJ Assembly can protest the issuance of a State marijuana license, which would include taking corrective action when a marijuana business falls behind in remitting sales tax.

On January 25, 2021, the Assembly Human Resources Committee recommended the Assembly introduce this ordinance without review by the Planning Commission.

The City Manager recommends the Assembly adopt this ordinance.

E. Emergency Ordinance 2021-07 An Emergency Ordinance Amending the COVID-19 Travel Mandates in Emergency Ordinance 2021-05.

The local CBJ Travel Mandates were adopted on February 11. Three days later, the State issued a Health Advisory. Consistent with the State's Health Advisory, this emergency ordinance would eliminate the \$250 COVID-19 testing fee for non-residents and clarify the procedures for fully vaccinated travelers arriving in the City and Borough of Juneau.

The City Manager recommends the Assembly adopt this emergency ordinance.

IX. UNFINISHED BUSINESS

X. NEW BUSINESS

A. Regulation Title 05 Chapter 10 Waterfront Sales Permit

This regulation change will amend the definition of "B Zone vehicle" managed by Docks & Harbors. Previously tour buses which carried fewer than 18 passengers were designated "B Zone vehicles". With the new waterfront staging facility purposely constructed for larger, airporter-sized vehicles capable of carrying greater than 18 passengers, the need to redefine "B Zone vehicles" is necessary to be

consistent with intended purpose and regulation consistency. The largest vehicle modelled in the design of the new waterfront staging facility was 27 feet overall. The Docks & Harbors Board held a public hearing on February 25 with no negative comments after the requisite public notification.

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 approve the regulations by moving for orders of the day.

B. Potential State Bond – 2021 Legislative Priority List

This memo establishes capital budget priorities for CBJ for the 2021 legislative session. The list expands beyond deferred maintenance and infrastructure repair projects that dominate the Capital Improvement Plan and is a forward-looking vision for Juneau's future. It contains a variety of project types at different stages that could be chosen for inclusion in a capital budget bill or state bond package. It is not organized in priority order.

The PWFC reviewed this list at the February 1 and February 22, 2021 meetings. Docks and Harbors added their two top projects at the January 29, 2021 meeting. The Planning Commission reviewed the list and added projects from area plans at the February 23, 2021 meeting.

The City Manager recommends the Assembly take public testimony on this recommendation, discuss priorities, amend the project list as desired and approve it for submission to the Legislature.

XI. STAFF REPORTS

XII. ASSEMBLY REPORTS

- A. Mayor's Report
- B. Committee Reports, Liaison Reports, Assembly Comments and Questions
 1. **PWFC Report to the Assembly**
- C. Presiding Officer Reports

1. 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 Assembly referred this appeal to a Hearing Officer, who is conducting the public hearing on March 8 at 5:30 p.m. via Zoom.

No action needed.

XIIICONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

XIV.EXECUTIVE SESSION

XV. SUPPLEMENTAL MATERIALS

- A. Back up materials for EO 2021-07: Emergency Ordinance 2021-05(b): An Emergency Ordinance Mandating COVID-19 Testing or Quarantine for Interstate, Intrastate, and International Travelers Arriving in the City and Borough of Juneau.

XVIADJOURNMENT

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

Presented by: The Manager
 Introduced: February 8, 2021
 Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2020-10(B)

An Ordinance Appropriating \$302,929 from the Treasury for FY21 School District Operations.

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

Section 2. Estimated Funding Sources. This Ordinance will make the following changes to the City and Borough of Juneau School District Operating Budget for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

Estimated Revenue	
State Support:	\$ 246,283
CBJ General Fund Support:	<u>\$ 56,646</u>
Total Changes	\$ 302,929

Section 3. Appropriation. The following amounts are hereby changed for the fiscal year beginning July 1, 2020, and ending June 30, 2021.

General Operations:	\$ 302,266
Quality Schools:	<u>\$ 663</u>
Total Changes	\$ 302,929

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

Adopted this _____ day of _____, 2021.

 Beth A. Weldon, Mayor

Attest:

 Elizabeth J. McEwen, Municipal Clerk

CITY AND BOROUGH OF JUNEAU SCHOOL DISTRICT

BOARD AGENDA ITEM

DEPARTMENT: ADMINISTRATIVE SERVICES 7.3

_____ INFORMATION
 X ACTION

TITLE: FY 2021 BUDGET REVISION #3 (FINAL READING)

STRATEGIC INITIATIVE:
 N/A Operational

BACKGROUND

Operating Fund: The District submitted its FY 2021 OASIS report to the Alaska Department of Education & Early Development (DEED) on November 5. Duplicate students were reconciled on December 21. The reports from DEED are attached. We have decrease of 570 students under projected enrollment for this year, rounded to the nearest whole number. The initial enrollment count for intensive students matches projected.

The decrease in enrollment has triggered the Hold Harmless provision of the DEED Foundation Formula. As a result of the decreased enrollment and Hold Harmless provision, we anticipate an additional \$245,620 in foundation funding and a slight increase to Quality Schools funding of \$663 for a total of \$246,283 in additional state funds. The City & Borough of Juneau may choose to provide an additional \$56,646 for general school operations. The total of additional education funding available is \$302,929.

There is also a final adjustment to PERS/TRS On-behalf as a result of corrections made during the DEED budget submission process in July 2020.

The original Juneau Community Charter School budget calculation contained a value for the proposed FY21 Legislative Operating Grant that was vetoed by the governor.

Some vacant elementary and special education teacher positions are not being filled.

The increase in HomeBRIDGE enrollment created a subsequent increase in student allocation expenditures. There is not usually a line item for this cost.

School non-personnel budgets are reduced according to reduced enrollment.

Instructional supplies and technology increase from Revision #2 are being transferred to CARES funding.

The district has procured a new accounting software vendor. Implementation will occur in FY21, so funds previously committed for this purpose can be released.

Grants and Programs: The DEED Transportation grant revenue is expected to be reduced due to the decrease in enrollment. Final DEED Transportation revenue was released in December.

The District has received additional grant funding due to the COVID-19 pandemic. A summary appears below.

FUNDING SOURCE	FY21 GRANT AMOUNT
DEED CARES GRANT	925,000
DEED CONTACT TRACING	103,000
CBJ CARES GRANT	<u>2,953,000</u>
TOTAL	\$3,981,000

CURRENT ISSUE BEFORE THE BOARD:

Whether to approve the attached budget revision.

RECOMMENDATION:

The administration recommends approving this budget revision.

PROS/CONS:

This budget revision is an adjustment for changes in revenues and expenditures since budget revision #2 was approved.

EQUITY CONSIDERATIONS:

N/A

BUDGET IMPLICATIONS:

Recognition of changes to revenues and expenditures.

NEXT STEPS:

If approved, the administration will submit the revision to the Assembly for approval and appropriation.

MOTION: *I move to approve the FY21 Budget Revision #3 as presented.*

Attachments

October 2020 Enrollment, reconciled
FY21 ADM Foundation and Local Calc
FY21 Budget Revision #3 – Operating Fund
FY21 Budget Revision #3 – Grants & Programs
DEED OASIS Update Report

FY21 October Count (reconciled) compared to Projected Enrollment

Oct 16th	K	1	2	3	4	5	6*	7	8	9	10	11	12	Subtl	Sped PK	Total	Proj.	+/- Proj.
AB	25	36	35	31	43	43								213	7	220	373	-153
GA	27	38	43	36	29	38								211	6	217	291	-74
GV	26	42	33	43	45	38								227	10	237	350	-113
HV	27	30	38	24	36	31								186	5	191	244	-53
TCLL	10	12	13	10	12	12								69	0	69	65	4
MR	31	37	35	33	49	35								220	20	240	311	-71
RB	34	40	41	39	47	36								237	13	250	319	-69
JCCS		6	12	6	11	9	8	10	7	12				81		81	93	-12
MONT	5	20	20	16	19	14	13	13	18					138	1	139	182	-43
DH							138	130	140					408		408	516	-108
FD							127	112	108					347		347	432	-85
JD										151	133	145	109	538		538	632	-94
TM										157	135	142	138	572		572	655	-83
YD/JYS										3	10	20	50	83		83	74	9
HB	38	42	34	37	28	28	30	36	38	24	29	28	18	410		410	35	375
JYC*								1		2	3	4	10	20		20	20	0
TOTAL	223	303	304	275	319	284	316	302	311	349	310	339	325	3960	62	4022	4592	-570
Projected	344	374	346	326	361	318	366	335	361	377	323	366	335	4532	60	4592		
+/- Proj	-121	-71	-42	-51	-42	-34	-50	-33	-50	-28	-13	-27	-10	-572	2	-570		

*JYC ADM set by DEED, adjusted to actual in 12th grade

Prepared 01/06/21 after reconciliation to DEED report

Foundation and Local Funding

		PROJECTED	WITH HOLD	FY21+HH	FY21+HH
	FY20	FY21	FY21	less FY21 Proj	less FY20
Enrollment	4620	4592	4021.50	(571)	(599)
ADM (w/o Corr.)	4590.26	4557	3612.70	(944)	(978)
Multiplied by various school formulas					
School Adjusted ADM	5396.00	5363.48	5151.94	(212)	(244)
District Cost Factor	1.145	1.145	1.145		
	6178.42	6141.18	5898.98		
Special Needs Factor	1.2	1.2	1.2		
	7414.1	7369.42	7078.78		
CTE Factor	1.015	1.015	1.015		
	7525.31	7479.96	7184.96	\$ (1,749,350)	\$ (2,018,276)
Intensive Count x 13	96 1248	93 1209	93 1209	-	(231,270)
Correspondence Count x 0.90	29.75 26.78	35 31.50	408.8 367.92	1,994,971	2,022,960
District Adjusted ADM	8800.09	8720.46	8761.88	\$ 245,621	\$ (226,585)
Foundation Calculation					
Basic Need (AADM x \$5930)	\$ 52,184,534	\$ 51,712,328	\$ 51,957,948	245,620	(226,586)
Required Local Contribution	(14,508,530)	(14,916,199)	(14,916,199)	-	(407,669)
State Aid	37,676,004	36,796,129	37,041,749	245,620	(634,255)
Additional State Aid	1,016,893	-	-	-	(1,016,893)
Total State Aid	\$ 38,692,897	\$ 36,796,129	\$ 37,041,749	245,620	(1,651,148)
Local Contribution Calculation					
	FTV 2018	FTV 2019	FTV 2019		
CBJ Full & True Value	5,474,917,000	5,628,754,200	5,628,754,200		
Multiplied by 2.65 mills					
Required Local Contribution	\$ 14,508,530	\$ 14,916,199	\$ 14,916,199	-	407,669
Determination of Cap					
23% of Basic Need	12,002,443	11,893,835	11,950,328	56,493	(52,115)
23% of Quality Schools	32,384	32,091	32,244	153	(140)
23% Additional State Aid	233,885	-	-	-	(233,885)
Additional allowable local contribution	12,268,712	11,925,926	11,982,572	56,646	(286,140)
Maximum Local Appropriation (Cap)	\$ 26,777,242	\$ 26,842,125	\$ 26,898,771	56,646	121,529
Total Foundation and Local Contribution	\$ 65,470,139	\$ 63,638,254	\$ 63,940,520		
Quality Schools Grants (ADM*16)	140,801	139,527	140,190	663	(611)
Change in funding				\$ 302,929	\$ (1,530,231)

Prepared 01/06/2021 after duplicate count reconciliation, verified to DEED report prepared 12/18/2020

FY 2021 Operating Budget

	Original				Revised
	Operating	Revision 1	Revision 2	Revision 3	Operating
REVENUES					
State Foundation Program	36,796,100			245,600	37,041,700
Quality Schools	139,500			700	140,200
CBJ General Fund Appropriation	26,842,100			56,600	26,898,700
CBJ Restricted Fund Appropriation	-				-
PERS/TRS On-behalf	5,400,000	500,000		263,000	6,163,000
Other Revenues	727,000				727,000
OTHER FINANCIAL SOURCES					
Release of Committed Funds - Accounting Software	-			230,000	230,000
Use of fund balance	1,217,600	-	267,400	(237,400)	1,247,600
Total Funding Sources	71,122,400	500,000	267,400	558,500	72,448,200
	+100 rounding				

EXPENDITURES

REQUIRED OPERATING EXPENDITURES

Insurance: Property, Liability, etc.	995,900				995,900
Learn to Swim	50,400				50,400
Recovery of Indirect Costs	(260,000)				(260,000)
Utilities	1,966,100				1,966,100
Certificated Payment for Leave	45,000				45,000
Teacher Discretionary	50,400				50,400
Student Activities—Elementary	57,800				57,800
JSAA Professional Development	56,100				56,100
Juneau Community Charter School	1,343,300			(21,000)	1,322,300
Grants Administrator	4,800				4,800
Payments to Retirement Systems by State	5,400,000	500,000		263,000	6,163,000
Subtotal Required Operating Expenditures	9,709,800	500,000		242,000	10,451,800

ESSENTIAL EXPENDITURES

Formula Driven Allocations

Elementary Teachers	11,160,100			(487,800)	10,672,300
Middle School Teachers	4,685,100		30,000		4,715,100
High School Teachers	7,216,100				7,216,100
Montessori Teachers	1,273,100				1,273,100
HomeBRIDGE Teacher	54,200				54,200
HomeBRIDGE Student Allocations	-			1,000,000	1,000,000
Principals	1,650,000				1,650,000
Assistant Principals	600,000				600,000
Increased Sub Pay	77,200				77,200
Classified Staffing	3,417,300				3,417,300
Cultural Education Paraeducators	318,900				318,900
Health Services	775,000				775,000
Health Services Supplies and Support	17,400				17,400
School Non-personnel Budgets	527,800			(105,500)	422,300
Total Formula Driven Allocations	31,772,200	-	30,000	406,700	32,208,900

Program Based Allocations

Special Education	16,089,800			(326,900)	15,762,900
English Learner	1,126,800				1,126,800
English Learner Supplies	13,500				13,500
Talented Enrichment Development	653,400				653,400
Talented Enrichment Supplies	15,300				15,300
Teaching and Learning District Staff and Supplies	329,500				329,500
Native Student Success Staff	99,600				99,600

FY 2021 Operating Budget	Original				Revised
	Operating	Revision 1	Revision 2	Revision 3	Operating
Assessment Staff and Supplies	531,100				531,100
PowerSchool Services	29,700				29,700
Career and Technical Education Staff and Supplies	161,200				161,200
Guidance Counselor Supplies	3,500				3,500
Instructional Technology	871,500		43,000	(43,000)	871,500
Total Program Based Allocations	19,924,900	-	43,000	(369,900)	19,598,000
Administration					
Board of Education	73,800				73,800
Office of Superintendent	351,600				351,600
Chief of Staff and Communications	231,400				231,400
Administrative Services and Fiscal Services	1,274,900			230,000	1,504,900
Human Resources	736,300				736,300
Total Administration	2,668,000	-	-	230,000	2,898,000
Total Facility & Information Technology	6,474,700	-	-	-	6,474,700
Subtotal Essential Expenditures	60,839,800	-	73,000	266,800	61,179,600
DISCRETIONARY SERVICES					
Supplemental Instructional					
Instructional Supplies, Library support	232,400		194,400	(194,400)	232,400
SAT/ACT/WorkKeys	18,000				18,000
High School Credit Recovery	30,000				30,000
Total Supplemental Instructional	280,400	-	194,400	(194,400)	280,400
Total Staff Services	216,800	-	-	-	216,800
Total District Level Enrichment	15,000	-	-	-	15,000
Total Professional Development	60,600	-	-	-	60,600
Subtotal Discretionary Services	572,800	-	194,400	(194,400)	572,800
Total Expenditures	71,122,400	500,000	267,400	314,400	72,204,200
Projected Change in Fund Balance	-	-	-	244,100	244,000
Total Funding Sources	71,122,400				72,448,200
Required Expenditures	9,709,800				10,451,800
Essential Expenditures	60,839,800				61,179,600
Other Essential Expenditures	572,800				572,800
Total Operating Expenditures	71,122,400				72,204,200
Funding Sources less Expenditures	-				244,000

FY21 Grants and Program Budgets	FY21 Budget	Revision 3	FY21 Revised
REVENUES			
CBJ Restricted Fund Appropriations & CARES	2,055,100	2,953,000	5,008,100
Pupil Transportation	3,035,000	(629,400)	2,405,600
CARES	-	1,028,000	1,028,000
Other Revenues	9,435,000		9,435,000
OTHER FINANCIAL SOURCES			
Total Unassigned Fund Balance	531,000	-	531,000
Total Funding Sources	15,056,100	3,351,600	18,407,700
EXPENDITURES			
ESSENTIAL EXPENDITURES			
Formula Driven Allocations			
Health Services		103,000	103,000
Total Formual Driven Allocations	855,000	103,000	958,000
Program Based Allocations			
Instructional Technology		1,330,000	1,330,000
Total Program Based Allocations	1,645,000	1,330,000	2,975,000
Facility & Informational Technology			
Maintenance	-	325,000	325,000
Total Facility & Information Technology	-	325,000	325,000
Subtotal Essential Expenditures	2,500,000	1,758,000	4,258,000
DISCRETIONARY SERVICES			
Supplemental Instructional			
Instructional Supplies, Library support	-	1,073,000	1,073,000
Total Supplemental Instructional	100,000	1,073,000	1,173,000
Total District Level Enrichment	52,500	-	52,500
Total Student Activities	1,201,500	-	1,201,500
Targeted Assistance Programs			
Total Targeted Assistance Programs	2,702,000	-	2,702,000
Total Professional Development	530,000	-	530,000
Total Student Services	73,000	-	73,000
Ancilliary Services			
Pupil Transportation	3,035,000	(629,400)	2,405,600
Meal Transportation		300,000	300,000
Community Schools	395,000		395,000
Food Service	2,378,600	250,000	2,628,600
RALLY	1,515,000	600,000	2,115,000
Total Ancilliary Services	7,323,600	520,600	7,844,200
Subtotal Discretionary Services	11,982,600	1,593,600	13,576,200
Total Expenditures	14,482,600	3,351,600	17,834,200
Projected Ending Fund Balance	573,500	-	573,500
Total Funding Sources	15,056,100	3,351,600	18,407,700
Essential Expenditures	2,500,000	1,758,000	4,258,000
Discretionary Services	11,982,600	1,593,600	13,576,200
Total Operating Expenditures	14,482,600	3,351,600	17,834,200
Funding Sources less Expenditures	573,500	-	573,500



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Packet Page 17 of 154
Board Packet 533
**Department of Education &
Early Development**

Finance & Support Services
801 West 10th Street, Suite 200
P.O. Box 110500
Juneau, Alaska 99811-0500
Main: 907.465.2261
Mindy.Lobaugh@alaska.gov

TO: Superintendent

FROM: Mindy Lobaugh
School Finance Specialist

A handwritten signature in blue ink, appearing to read "M. Lobaugh".

DATE: December 21, 2020

SUBJECT: FY 2021 Foundation Update – OASIS

Districts submitted FY2021 Fall OASIS data through the State Report Manager (SRM) for counting average daily membership (ADM). On November 10, 2020 each district was emailed regarding the duplicate listings, errors, or conflicts including information on how to correct the student data.

Attached is the reconciled FY2021 OASIS Update Foundation Report and the District Foundation Summary. Please note, this is not the *Closeout* Foundation Report as the impact aid vouchers continue to be applied through the end of February 2021 as well as the intensive student reviews have not yet been finalized by the Special Education (SPED) Division. This information is anticipated to be in the closeout notification of the FY2021 Foundation Entitlement that is sent mid-March 2021, along with an updated foundation payment schedule.

If the district does not agree with the Department of Education & Early Development's reconciled ADM's, a written appeal may be submitted to the department, as outlined in regulation 4 AAC 40. The appeal must provide evidence that demonstrates money to which the district is entitled to has been denied or withheld by the department; and the appeal must be postmarked no later than 30-days from the above date.

If there are any questions regarding the attached information, you may contact me at Mindy.Lobaugh@alaska.gov or at the above phone number.

Attachment: FY2021 OASIS Update Foundation Report
District Foundation Summary of Student Counts

cc: Elwin Blackwell, School Finance Manager
Business Manager

School District	\$5,930 Basic Need	Minimum Required Local Effort	Eligible Federal Impact Aid Total prior to applying %	Impact AID Percent	Deductible Impact AID 90%	BSA State AID	Quality Schools	FY2021 Total State Entitlement
Alaska Gateway	9,187,290	0	356,572	100.00%	320,915	8,866,375	24,789	8,891,164
Aleutian Region	1,417,507	0	20,185	100.00%	18,167	1,399,340	3,825	1,403,165
Aleutians East	5,920,334	518,791	1,761,726	45.84%	726,818	4,674,725	15,974	4,690,699
Anchorage	436,473,203	108,008,941	14,709,937	50.01%	6,620,796	321,843,466	1,177,668	323,021,134
Annette Island	6,188,726	0	1,722,950	100.00%	1,550,655	4,638,071	16,698	4,654,769
Bering Strait	42,295,369	0	12,399,481	100.00%	11,159,533	31,135,836	114,119	31,249,955
Bristol Bay	1,962,296	969,279	63,309	54.52%	31,064	961,953	5,295	967,248
Chatham	3,340,843	0	101,313	100.00%	91,182	3,249,661	9,014	3,258,675
Chugach	4,961,512	0	4,041	100.00%	3,637	4,957,875	13,387	4,971,262
Copper River	7,007,659	0	372,637	100.00%	335,373	6,672,286	18,908	6,691,194
Cordova	4,820,675	877,505	40,220	46.26%	16,745	3,926,425	13,007	3,939,432
Craig	7,131,537	456,422	558,668	59.65%	299,921	6,375,194	19,242	6,394,436
Delta/Greely	10,254,393	0	311,927	100.00%	280,734	9,973,659	27,668	10,001,327
Denali	9,127,219	963,260	3,772	34.41%	1,168	8,162,791	24,627	8,187,418
Dillingham	6,934,898	767,188	482,191	55.39%	240,377	5,927,333	18,711	5,946,044
Fairbanks	146,502,429	30,283,537	19,399,460	61.49%	10,735,855	105,483,037	395,285	105,878,322
Galena	51,337,374	97,845	186,805	13.08%	21,991	51,217,538	138,516	51,356,054
Haines	4,198,499	1,154,820	0	71.29%	0	3,043,679	11,328	3,055,007
Hoonah	2,852,686	215,318	16,409	43.99%	6,496	2,630,872	7,697	2,638,569
Hydaburg	2,504,298	50,089	0	37.36%	0	2,454,209	6,757	2,460,966
Iditarod Area	6,372,378	0	516,635	100.00%	464,972	5,907,406	17,194	5,924,600
Juneau	51,957,948	14,916,199	0	55.48%	0	37,041,749	140,190	37,181,939
Kake	2,234,958	92,305	299,592	58.42%	157,519	1,985,134	6,030	1,991,164
Kashunamiut	6,098,649	0	2,313,849	100.00%	2,082,464	4,016,185	16,455	4,032,640
Kenai Peninsula	104,428,190	28,329,664	0	56.12%	0	76,098,526	281,762	76,380,288
Ketchikan Gateway	31,495,713	4,915,414	0	44.95%	0	26,580,299	84,980	26,665,279
Klawock	2,658,478	180,024	664,159	81.64%	487,997	1,990,457	7,173	1,997,630
Kodiak Island	33,537,115	4,492,198	2,720,734	47.65%	1,166,787	27,878,130	90,488	27,968,618
Kuspuk	8,666,161	0	2,934,557	100.00%	2,641,101	6,025,060	23,383	6,048,443
Lake & Peninsula	9,747,615	458,226	645,053	21.58%	125,282	9,164,107	26,300	9,190,407
Lower Kuskokwim	80,351,263	0	19,637,317	100.00%	17,673,585	62,677,678	216,799	62,894,477
Lower Yukon	43,741,518	0	12,660,010	100.00%	11,394,009	32,347,509	118,021	32,465,530
Mat-Su	206,050,718	32,944,658	0	52.38%	0	173,106,060	555,955	173,662,015
Nenana	11,773,481	81,065	0	73.64%	0	11,692,416	31,767	11,724,183
Nome	10,354,670	1,241,891	60,833	37.52%	20,542	9,092,237	27,938	9,120,175
North Slope	36,287,212	16,139,142	5,487,306	38.77%	1,914,686	18,233,384	97,908	18,331,292
Northwest Arctic	41,729,351	2,014,033	5,391,697	40.12%	1,946,834	37,768,484	112,592	37,881,076
Pelican *	499,543	37,094	0	98.67%	0	462,449	1,348	502,158
Petersburg	7,304,989	1,178,855	0	63.19%	0	6,126,134	19,710	6,145,844
Pribilof	1,429,130	0	697,999	100.00%	628,199	800,931	3,856	804,787
Saint Mary's	3,751,555	88,003	0	46.96%	0	3,663,552	10,122	3,673,674
Sitka	16,114,182	3,448,307	55,510	48.47%	24,215	12,641,660	43,478	12,685,138
Skagway	2,223,216	793,905	0	49.22%	0	1,429,311	5,999	1,435,310
Southeast Island	4,325,757	0	0	100.00%	0	4,325,757	11,672	4,337,429
Southwest Region	13,986,261	0	4,234,986	100.00%	3,811,487	10,174,774	37,737	10,212,511
Tanana	837,790	39,547	10,024	81.84%	7,383	790,860	2,260	793,120
Unalaska	5,593,828	1,886,365	10,545	57.40%	5,448	3,702,015	15,093	3,717,108
Valdez	9,392,053	3,993,757	6,917	44.81%	2,790	5,395,506	25,341	5,420,847
Wrangell	3,876,975	583,830	913	90.58%	744	3,292,401	10,461	3,302,862
Yakutat	1,582,717	215,360	16,795	34.49%	5,213	1,362,144	4,270	1,366,414
Yukon Flats	6,556,979	0	1,688,578	100.00%	1,519,720	5,037,259	17,692	5,054,951
Yukon/Koyukuk	30,779,902	0	1,348,552	100.00%	1,213,697	29,566,205	83,049	29,649,254
Yupit	10,260,738	0	3,959,856	100.00%	3,563,870	6,696,868	27,685	6,724,553
Mt. Edgecumbe	4,184,030	0	0	100.00%	0	4,184,030	11,289	4,195,319
TOTALS:	1,574,603,810	262,432,837	117,874,020		83,319,971	1,228,851,002	4,248,512	1,259,165,175

*Pelican's funding floor is included in the State Entitlement

School Distr.	FY2021 ADM	FY2021 Corresp. ADM	FY2021 Total ADM	Before School Size Adjust HH	School Size ADM; HH included where eligb.	District Cost Factor	Adjusted for Cost Factor	Special Needs Factor 1.20	CTE Factor 1.015	SPED Intsv.	Adjust for SPED Intsv *13.00	Students + Intensive Special Education	District Corresp 90%	District Adjusted ADM
Alaska Gatew	332.90	62.80	395.70	594.78	594.78	1.594	948.08	1,137.70	1,154.77	26	338	1,492.77	56.52	1,549.29
Aleutian Reg	24.95	-	24.95	79.20	79.20	1.939	153.57	184.28	187.04	4	52	239.04	0.00	239.04
Aleutians Eas	206.25	-	206.25	379.53	379.53	1.991	755.64	906.77	920.37	6	78	998.37	0.00	998.37
Anchorage	38,505.94	2,814.00	41,319.94	44,058.10	48,222.21	1.000	48,222.21	57,866.65	58,734.65	949	12337	71,071.65	2532.60	73,604.25
Annette Islan	313.40	-	313.40	448.94	448.94	1.338	600.68	720.82	731.63	24	312	1,043.63	0.00	1,043.63
Bering Strait	1,742.15	-	1,742.15	2,802.66	2,802.66	1.998	5,599.71	6,719.65	6,820.44	24	312	7,132.44	0.00	7,132.44
Bristol Bay	95.33	16.00	111.33	148.67	168.59	1.478	249.18	299.02	303.51	1	13	316.51	14.40	330.91
Chatham	139.50	1.00	140.50	249.55	259.16	1.576	408.44	490.13	497.48	5	65	562.48	0.90	563.38
Chugach	80.85	567.55	648.40	164.58	164.58	1.496	246.21	295.45	299.88	2	26	325.88	510.80	836.68
Copper River	268.53	141.55	410.08	444.54	495.56	1.316	652.16	782.59	794.33	20	260	1,054.33	127.40	1,181.73
Cordova	262.30	26.38	288.68	388.32	438.58	1.234	541.21	649.45	659.19	10	130	789.19	23.74	812.93
Craig	207.81	668.51	876.32	319.12	356.02	1.206	429.36	515.23	522.96	6	78	600.96	601.66	1,202.62
Delta/Greely	533.67	239.64	773.31	753.22	898.13	1.241	1,114.58	1,337.50	1,357.56	12	156	1,513.56	215.68	1,729.24
Denali	163.70	1,032.55	1,196.25	299.98	351.86	1.332	468.68	562.42	570.86	3	39	609.86	929.30	1,539.16
Dillingham	410.60	-	410.60	555.65	578.53	1.346	778.70	934.44	948.46	17	221	1,169.46	0.00	1,169.46
Fairbanks	10,338.20	933.10	11,271.30	12,662.86	14,551.60	1.070	15,570.21	18,684.25	18,964.51	377	4901	23,865.51	839.79	24,705.30
Galena	141.50	8,923.01	9,064.51	230.53	354.45	1.391	493.04	591.65	600.52	2	26	626.52	8030.71	8,657.23
Haines	201.40	63.10	264.50	310.98	365.51	1.200	438.61	526.33	534.22	9	117	651.22	56.79	708.01
Hoonah	128.89	-	128.89	213.65	213.65	1.399	298.90	358.68	364.06	9	117	481.06	0.00	481.06
Hydaburg	67.90	96.70	164.60	112.27	126.25	1.504	189.88	227.86	231.28	8	104	335.28	87.03	422.31
Iditarod Area	168.25	136.83	305.08	348.00	348.00	1.846	642.41	770.89	782.45	13	169	951.45	123.15	1,074.60
Juneau	3,612.70	408.80	4,021.50	4,419.78	5,151.95	1.145	5,898.98	7,078.78	7,184.96	93	1209	8,393.96	367.92	8,761.88
Kake	92.14	-	92.14	144.62	168.19	1.459	245.39	294.47	298.89	6	78	376.89	0.00	376.89
Kashunamiut	306.85	-	306.85	442.43	442.43	1.619	716.29	859.55	872.44	12	156	1,028.44	0.00	1,028.44
Kenai Penins	6,012.16	1,743.75	7,755.91	8,138.48	9,478.36	1.171	11,099.16	13,318.99	13,518.77	194	2522	16,040.77	1569.38	17,610.15
Ketchikan Ge	1,905.27	168.62	2,073.89	2,381.17	2,580.58	1.170	3,019.28	3,623.14	3,677.49	114	1482	5,159.49	151.76	5,311.25
Klawock	116.50	-	116.50	195.79	208.92	1.302	272.01	326.41	331.31	9	117	448.31	0.00	448.31
Kodiak Islan	2,015.58	230.10	2,245.68	2,555.21	2,658.86	1.289	3,427.27	4,112.72	4,174.41	98	1274	5,448.41	207.09	5,655.50
Kuspuk	350.75	-	350.75	630.40	630.40	1.734	1,093.11	1,311.73	1,331.41	10	130	1,461.41	0.00	1,461.41
Lake & Penir	312.55	5.70	318.25	647.94	647.94	1.994	1,291.99	1,550.39	1,573.65	5	65	1,638.65	5.13	1,643.78
Lower Kusko	4,008.75	-	4,008.75	5,957.92	5,957.92	1.663	9,908.02	11,889.62	12,067.96	114	1482	13,549.96	0.00	13,549.96
Lower Yukon	2,029.69	-	2,029.69	2,978.92	2,978.92	1.861	5,543.77	6,652.52	6,752.31	48	624	7,376.31	0.00	7,376.31
Mat-Su	14,495.12	3,390.00	17,885.12	17,180.66	18,864.36	1.070	20,184.87	24,221.84	24,585.17	547	7111	31,696.17	3051.00	34,747.17
Nenana	115.00	1,685.68	1,800.68	192.84	271.40	1.338	363.13	435.76	442.30	2	26	468.30	1517.11	1,985.41
Nome	624.40	62.70	687.10	785.04	838.98	1.450	1,216.52	1,459.82	1,481.72	16	208	1,689.72	56.43	1,746.15
North Slope	1,941.95	-	1,941.95	2,680.00	2,680.00	1.791	4,799.88	5,759.86	5,846.26	21	273	6,119.26	0.00	6,119.26
Northwest Ar	1,929.59	22.96	1,952.55	2,837.91	2,837.91	1.823	5,173.51	6,208.21	6,301.33	55	715	7,016.33	20.66	7,036.99
Pelican	11.00	-	11.00	39.60	39.60	1.477	58.49	70.19	71.24	1	13	84.24	0.00	84.24
Petersburg	425.99	-	425.99	613.11	650.00	1.244	808.60	970.32	984.87	19	247	1,231.87	0.00	1,231.87
Pribilof	52.00	6.00	58.00	88.58	95.45	1.691	161.41	193.69	196.60	3	39	235.60	5.40	241.00
Saint Mary's	192.85	-	192.85	300.12	300.12	1.624	487.39	584.87	593.64	3	39	632.64	0.00	632.64
Sitka	1,065.88	77.83	1,143.71	1,352.29	1,443.72	1.195	1,725.25	2,070.30	2,101.35	42	546	2,647.35	70.05	2,717.40
Skagway	131.00	-	131.00	216.73	216.73	1.174	254.44	305.33	309.91	5	65	374.91	0.00	374.91
SE Island	145.25	0.80	146.05	300.74	357.99	1.403	502.26	602.71	611.75	9	117	728.75	0.72	729.47
Southwest Re	605.25	-	605.25	1,022.53	1,022.53	1.685	1,722.96	2,067.55	2,098.56	20	260	2,358.56	0.00	2,358.56
Tanana	29.55	-	29.55	55.07	58.97	1.786	105.32	126.38	128.28	1	13	141.28	0.00	141.28
Unalaska	386.90	-	386.90	530.05	530.05	1.441	763.80	916.56	930.31	1	13	943.31	0.00	943.31
Valdez	541.50	111.30	652.80	751.47	840.42	1.170	983.29	1,179.95	1,197.65	22	286	1,483.65	100.17	1,583.82
Wrangell	178.80	-	178.80	282.28	398.67	1.159	462.06	554.47	562.79	7	91	653.79	0.00	653.79
Yakutat	71.40	25.00	96.40	117.49	126.99	1.412	179.31	215.17	218.40	2	26	244.40	22.50	266.90
Yukon Flats	196.25	-	196.25	351.84	398.76	2.116	843.78	1,012.54	1,027.73	6	78	1,105.73	0.00	1,105.73
Yukon/Koyuk	301.85	3,945.30	4,247.15	559.17	559.17	1.835	1,026.08	1,231.30	1,249.77	30	390	1,639.77	3550.77	5,190.54
Yupit	498.90	-	498.90	793.53	793.53	1.723	1,367.25	1,640.70	1,665.31	5	65	1,730.31	0.00	1,730.31
Mt. Edgecum	372.15	-	372.15	444.59	484.75	1.195	579.28	695.14	705.57	0	0	705.57	0.00	705.57

TOTALS:	99,409.54	27,607.26	127,016.80	125,553.43	136,912.36		165,085.61	198,102.74	201,074.28	3,047	39,611	240,685.28	24,846.56	265,531.84
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School District	2019 Full Values	FY2020 prior year Basic Need	.00265 x 2019 Full Value	45% of PY Basic Need	Required Minimum Local Effort [Lesser of .00265 or 45%]
Alaska Gateway	-	9,232,773	-	0	-
Aleutian Region	-	1,340,417	-	0	-
Aleutians East	195,770,298	5,677,145	518,791	2,554,715	518,791
Anchorage	40,758,090,887	443,427,610	108,008,941	199,542,425	108,008,941
Annette Island	-	5,190,648	-	0	-
Bering Strait	-	41,745,480	-	0	-
Bristol Bay	446,600,753	2,153,954	1,183,492	969,279	969,279
Chatham	-	3,520,226	-	0	-
Chugach	-	4,062,347	-	0	-
Copper River	-	6,800,702	-	0	-
Cordova	331,134,027	4,699,051	877,505	2,114,573	877,505
Craig	172,234,643	5,597,149	456,422	2,518,717	456,422
Delta/Greely	-	10,315,294	-	0	-
Denali	363,494,308	7,931,197	963,260	3,569,039	963,260
Dillingham	289,504,895	6,931,933	767,188	3,119,370	767,188
Fairbanks	11,427,749,901	150,104,430	30,283,537	67,546,994	30,283,537
Galena	36,922,615	30,232,800	97,845	13,604,760	97,845
Haines	435,781,192	3,872,527	1,154,820	1,742,637	1,154,820
Hoonah	81,252,007	2,714,220	215,318	1,221,399	215,318
Hydaburg	18,901,623	1,837,173	50,089	826,728	50,089
Iditarod Area	-	6,084,477	-	0	-
Juneau	5,628,754,202	52,184,534	14,916,199	23,483,040	14,916,199
Kake	34,832,176	2,317,622	92,305	1,042,930	92,305
Kashunamiut	-	5,525,040	-	0	-
Kenai Peninsula	10,690,439,310	106,276,452	28,329,664	47,824,403	28,329,664
Ketchikan Gateway	1,854,873,241	30,108,211	4,915,414	13,548,695	4,915,414
Klawock	67,933,467	2,930,962	180,024	1,318,933	180,024
Kodiak Island	1,695,168,901	32,644,947	4,492,198	14,690,226	4,492,198
Kuspuk	-	8,892,747	-	0	-
Lake & Peninsula	172,915,580	9,716,364	458,226	4,372,364	458,226
Lower Kuskokwim	-	80,443,593	-	0	-
Lower Yukon	-	42,716,755	-	0	-
Mat-Su	12,431,946,561	201,569,832	32,944,658	90,706,424	32,944,658
Nenana	30,590,529	9,278,375	81,065	4,175,269	81,065
Nome	468,638,188	9,981,435	1,241,891	4,491,646	1,241,891
North Slope	22,209,401,546	35,864,759	58,854,914	16,139,142	16,139,142
Northwest Arctic	760,012,531	41,317,631	2,014,033	18,592,934	2,014,033
Pelican	13,997,761	499,543	37,094	224,794	37,094
Petersburg	444,851,060	7,261,285	1,178,855	3,267,578	1,178,855
Pribilof	-	1,380,030	-	0	-
Saint Mary's	33,208,499	3,666,875	88,003	1,650,094	88,003
Sitka	1,301,247,929	15,882,023	3,448,307	7,146,910	3,448,307
Skagway	409,473,580	1,764,234	1,085,105	793,905	793,905
Southeast Island	-	5,098,495	-	0	-
Southwest Region	-	13,520,222	-	0	-
Tanana	14,923,545	1,116,145	39,547	502,265	39,547
Unalaska	711,835,683	5,955,914	1,886,365	2,680,161	1,886,365
Valdez	2,427,238,746	8,875,016	6,432,183	3,993,757	3,993,757
Wrangell	220,313,378	4,355,882	583,830	1,960,147	583,830
Yakutat	81,268,037	1,602,938	215,360	721,322	215,360
Yukon Flats	-	6,909,873	-	0	-
Yukon/Koyukuk	-	17,229,971	-	0	-
Yupit	-	9,674,795	-	0	-
Mt. Edgecumbe	-	4,299,606	-	0	-
TOTALS:	116,261,301,599	1,534,333,659	308,092,448	562,657,575	262,432,837

School District	FY2021 Basic Need	Additional Local .002 Mills of Current F/V	23% of Basic Need + Quality Schools AADM	Additional Local Contribution [Greater of .002 or 23% subtotal]	MAXIMUM LOCAL: Required plus additional Local Contribution
Alaska Gateway	9,187,290	-	-	-	-
Aleutian Region	1,417,507	-	-	-	-
Aleutians East	5,920,334	391,541	1,365,351	1,365,351	1,884,142
Anchorage	436,473,203	81,516,182	100,659,700	100,659,700	208,668,641
Annette Island	6,188,726	-	-	-	-
Bering Strait	42,295,369	-	-	-	-
Bristol Bay	1,962,296	893,202	452,546	893,202	1,862,481
Chatham	3,340,843	-	-	-	-
Chugach	4,961,512	-	-	-	-
Copper River	7,007,659	-	-	-	-
Cordova	4,820,675	662,268	1,111,747	1,111,747	1,989,252
Craig	7,131,537	344,469	1,644,679	1,644,679	2,101,101
Delta/Greely	10,254,393	-	-	-	-
Denali	9,127,219	726,989	2,104,925	2,104,925	3,068,185
Dillingham	6,934,898	579,010	1,599,330	1,599,330	2,366,518
Fairbanks	146,502,429	22,855,500	33,786,474	33,786,474	64,070,011
Galena	51,337,374	73,845	11,839,455	11,839,455	11,937,300
Haines	4,198,499	871,562	968,260	968,260	2,123,080
Hoonah	2,852,686	162,504	657,888	657,888	873,206
Hydaburg	2,504,298	37,803	577,543	577,543	627,632
Iditarod Area	6,372,378	-	-	-	-
Juneau	51,957,948	11,257,508	11,982,572	11,982,572	26,898,771
Kake	2,234,958	69,664	515,427	515,427	607,732
Kashunamiut	6,098,649	-	-	-	-
Kenai Peninsula	104,428,190	21,380,879	24,083,289	24,083,289	52,412,953
Ketchikan Gateway	31,495,713	3,709,746	7,263,559	7,263,559	12,178,973
Klawock	2,658,478	135,867	613,100	613,100	793,124
Kodiak Island	33,537,115	3,390,338	7,734,349	7,734,349	12,226,547
Kuspuk	8,666,161	-	-	-	-
Lake & Peninsula	9,747,615	345,831	2,248,000	2,248,000	2,706,226
Lower Kuskokwim	80,351,263	-	-	-	-
Lower Yukon	43,741,518	-	-	-	-
Mat-Su	206,050,718	24,863,893	47,519,535	47,519,535	80,464,193
Nenana	11,773,481	61,181	2,715,207	2,715,207	2,796,272
Nome	10,354,670	937,276	2,388,000	2,388,000	3,629,891
North Slope	36,287,212	44,418,803	8,368,578	44,418,803	60,557,945
Northwest Arctic	41,729,351	1,520,025	9,623,647	9,623,647	11,637,680
Pelican	499,543	27,996	115,205	115,205	152,299
Petersburg	7,304,989	889,702	1,684,681	1,684,681	2,863,536
Pribilof	1,429,130	-	-	-	-
Saint Mary's	3,751,555	66,417	865,186	865,186	953,189
Sitka	16,114,182	2,602,496	3,716,262	3,716,262	7,164,569
Skagway	2,223,216	818,947	512,719	818,947	1,612,852
Southeast Island	4,325,757	-	-	-	-
Southwest Region	13,986,261	-	-	-	-
Tanana	837,790	29,847	193,212	193,212	232,759
Unalaska	5,593,828	1,423,671	1,290,052	1,423,671	3,310,036
Valdez	9,392,053	4,854,477	2,166,001	4,854,477	8,848,234
Wrangell	3,876,975	440,627	894,110	894,110	1,477,940
Yakutat	1,582,717	162,536	365,007	365,007	580,367
Yukon Flats	6,556,979	-	-	-	-
Yukon/Koyukuk	30,779,902	-	-	-	-
Yupit	10,260,738	-	-	-	-
Mt. Edgecumbe	4,184,030	-	-	-	-
TOTALS:	1,574,603,810	232,522,602	293,625,596	333,244,800	595,677,637

Schedule A: 23% of Basic Need + Quality Schools.

School District	Required Local	FY2021 Basic Need	AADM Quality Schools grant x 23%	23% of Basic Need + Grants issued on AADM
Alaska Gateway	-	9,187,290	-	-
Aleutian Region	-	1,417,507	-	-
Aleutians East	518,791	5,920,334	15,974	1,365,351
Anchorage	108,008,941	436,473,203	1,177,668	100,659,700
Annette Island	-	6,188,726	-	-
Bering Strait	-	42,295,369	-	-
Bristol Bay	969,279	1,962,296	5,295	452,546
Chatham	-	3,340,843	-	-
Chugach	-	4,961,512	-	-
Copper River	-	7,007,659	-	-
Cordova	877,505	4,820,675	13,007	1,111,747
Craig	456,422	7,131,537	19,242	1,644,679
Delta/Greely	-	10,254,393	-	-
Denali	963,260	9,127,219	24,627	2,104,925
Dillingham	767,188	6,934,898	18,711	1,599,330
Fairbanks	30,283,537	146,502,429	395,285	33,786,474
Galena	97,845	51,337,374	138,516	11,839,455
Haines	1,154,820	4,198,499	11,328	968,260
Hoonah	215,318	2,852,686	7,697	657,888
Hydaburg	50,089	2,504,298	6,757	577,543
Iditarod Area	-	6,372,378	-	-
Juneau	14,916,199	51,957,948	140,190	11,982,572
Kake	92,305	2,234,958	6,030	515,427
Kashunamiut	-	6,098,649	-	-
Kenai Peninsula	28,329,664	104,428,190	281,762	24,083,289
Ketchikan Gateway	4,915,414	31,495,713	84,980	7,263,559
Klawock	180,024	2,658,478	7,173	613,100
Kodiak Island	4,492,198	33,537,115	90,488	7,734,349
Kuspuk	-	8,666,161	-	-
Lake & Peninsula	458,226	9,747,615	26,300	2,248,000
Lower Kuskokwim	-	80,351,263	-	-
Lower Yukon	-	43,741,518	-	-
Mat-Su	32,944,658	206,050,718	555,955	47,519,535
Nenana	81,065	11,773,481	31,767	2,715,207
Nome	1,241,891	10,354,670	27,938	2,388,000
North Slope	16,139,142	36,287,212	97,908	8,368,578
Northwest Arctic	2,014,033	41,729,351	112,592	9,623,647
Pelican	37,094	499,543	1,348	115,205
Petersburg	1,178,855	7,304,989	19,710	1,684,681
Pribilof	-	1,429,130	-	-
Saint Mary's	88,003	3,751,555	10,122	865,186
Sitka	3,448,307	16,114,182	43,478	3,716,262
Skagway	793,905	2,223,216	5,999	512,719
Southeast Island	-	4,325,757	-	-
Southwest Region	-	13,986,261	-	-
Tanana	39,547	837,790	2,260	193,212
Unalaska	1,886,365	5,593,828	15,093	1,290,052
Valdez	3,993,757	9,392,053	25,341	2,166,001
Wrangell	583,830	3,876,975	10,461	894,110
Yakutat	215,360	1,582,717	4,270	365,007
Yukon Flats	-	6,556,979	-	-
Yukon/Koyukuk	-	30,779,902	-	-
Yupit	-	10,260,738	-	-
Mt. Edgecumbe	-	4,184,030	-	-
TOTALS:	262,432,837	1,574,603,810	3,435,272	293,625,596

District Foundation Summary

Fall 2020 OASIS Collection from State Report Manager

School Year 2020-2021

Prepared 12/18/2020

	Certified/Submitted SRM Data as of 11/6/2020				Reconciled/Processed OASIS Data as of 12/18/2020				Change
	Elementary (PK-6)	Secondary (7-12)	Total (PK-12)	Intensive	Elementary (PK-6)	Secondary (7-12)	Total (PK-12)	Intensive*	in ADM
Juneau Borough School District									
Auke Bay Elementary (220010)	219.60	0.00	219.60	4	220.35		220.35	4.00	0.75
Dzantik'i Heeni Middle School (220020)	137.75	270.00	407.75	9	137.75	270.00	407.75	9.00	0.00
Floyd Dryden Middle School (220030)	127.20	223.75	350.95	3	127.20	219.75	346.95	3.00	(4.00)
Harborview Elementary (220060)	260.50	0.00	260.50	13	260.50		260.50	13.00	0.00
HomeBRIDGE (228010)	236.80	173.00	409.80	4	236.80	172.00	408.80	4.00	(1.00)
Johnson Youth Center (227020)	0.00	16.15	16.15	0		20.00	20.00		3.85
Juneau Community Charter School (229010)	62.35	18.65	81.00	0	62.35	18.65	81.00		0.00
Juneau-Douglas High School: Yadaa.at Kalé (220070)	0.00	538.45	538.45	8		538.45	538.45	8.00	0.00
Mendenhall River Community School (220140)	240.46	0.00	240.46	17	239.96		239.96	17.00	(0.50)
Montessori Borealis Public Alternative School (227030)	108.00	31.00	139.00	1	107.60	31.00	138.60	1.00	(0.40)
Riverbend Elementary (220100)	250.25	0.00	250.25	16	250.10		250.10	16.00	(0.15)
Sayéik: Gastineau Community School (220040)	218.00	0.00	218.00	2	217.05		217.05	2.00	(0.95)
Sit' Eetí Shaanáx - Glacier Valley Elementary (220050)	238.15	0.00	238.15	1	236.75		236.75	1.00	(1.40)
Thunder Mountain High School (220150)	0.00	572.34	572.34	15		572.34	572.34	15.00	0.00
Yaakoosge Daakahidi Alt. H.S. (227010)	0.00	82.90	82.90	0		82.90	82.90		0.00
Total	2099.06	1926.24	4025.30	93	2,096.41	1,925.09	4,021.50	93.00	(3.80)

Presented by: The Manager
Introduced: February 8, 2021
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 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.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$2,500,000 for the purchase of a building at 3225 Hospital Drive.

Section 3. Source of Funds

Bartlett Regional Hospital Fund's Fund Balance	\$2,500,000
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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: March 1, 2021
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 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.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$2,399,725 as funding for the Valley Transit Center Capital Improvement Project (D71-089).

Section 3. Source of Funds

Alaska Department of Transportation and Public Facilities	\$2,399,725
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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: March 1, 2021
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 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.

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 \$92,000 as funding for snow removal equipment for Capital Transit.

Section 3. Source of Funds

Alaska Department of Transportation and Public Facilities	\$73,600
Equipment Replacement Reserve Fund's Fund Balance	\$18,400

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: March 1, 2021
 Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 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.

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 \$1,275,193 be transferred:

From: CIP

D12-081	Gastineau Apartments Demo	(\$ 107,932)
D14-019	Lemon Creek 2 nd Access	(\$ 169,559)
R72-053	Ealges Edge Utility LID	(\$ 53,365)
R72-130	Shaune Dr. Impr. – Anka to Barrow	(\$ 396,893)
D12-046	Capitol Plaza Planning	(\$ 25,000)
R72-101	Glacier Avenue Intersection	(\$ 15,000)
R72-111	Distin/W. 8 th St. Reconstruction	(\$ 46,484)
R72-127	East St. – 5 th to 6 th	(\$ 119,247)
R72-112	McGinnis Sub LID Ph. 1	(\$ 25,024)
R72-115	Dunn Street	(\$ 20,138)
R72-120	River Rd. Reconstruction LID	(\$ 197,737)
R72-131	Birch Lane Sewer Replacement	(\$ 75,000)
R72-122	Retaining Wall Repairs	(\$ 5,545)
D24-044	Stormwater Mgmt Standard II	(\$ 9,057)
R72-133	Douglas Side Streets – D and E	(\$ 4,406)
R72-134	Sitka Street Reconstruction	(\$ 4,806)

To: CIP

D14-051	Pederson Hill Land Survey & Plan	\$ 277,491
R72-151	Robbie Rd., Ling Ct. & Laurie Ln.	\$ 450,258
R72-156	Harris St. Reconstruction	\$ 205,731
R72-149	Meadow Lane Improvements	\$ 317,899

R72-137	Gold Creek Flume Repairs	\$	5,545
R72-154	4 th St. Drainage/F-I & Side Streets	\$	18,269

Section 3. Source of Funds.

Sales Tax	\$1,105,634
Lands Fund	\$ 169,559

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



Engineering and Public Works Department
155 South Seward Street
Juneau, Alaska 99801
Telephone: 586-0800 Facsimile: 463-2606

DATE: February 1, 2021
TO: Michelle Hale, Chair
Public Works and Facilities Committee
FROM: John Bohan, Chief CIP Engineer
SUBJECT: CIP Transfers and Closeouts

The attached list of CIPs are ready to be closed and funds transferred to the next identified priorities. There are 16 CIPs requested to be closed and transfer a total of \$1.26 million dollars to the identified CIPs. The transfer requests are to move the money to similar projects, and in similar locations within the community when possible.

The work has been completed for each of the listed CIPs for closure except for Birch lane, which has only minor punch list work to occur in the spring and a final change order to be executed. Ample funding (approximately \$50k) has been left in the Birch Lane CIP to cover the remaining expenses associated with close-out. Please note, the final transfer amounts may vary slightly due to the final accounting upon closeout. A summary of the CIPs receiving funding is listed below.

Pederson Hill CIP – has been identified by the LANDs Department as their priority project to receive \$277k in funding from the development related and LANDs Department funded CIPs requested to be closed and transferred.

Robbie Road, Harris Street, Meadow Lane Reconstructions - These FY 22 nominated Street reconstruction CIPs receive partial funding from this closeout and transfer request and would receive the balance of necessary funding through the approval of the FY22 CIP. Robbie Road and Meadow Lane Reconstruction projects were deferred from the FY21 CIP due to the COVID budget reduction. Harris Street has become a recent high priority due to the discovery of a failed sewer main, which has also been found to be combined with the storm drainage system and the poor condition of the street and water system infrastructure.

Gold Creek Flume Repairs - this ongoing project is working to rehabilitate the concrete structure from Cope Park to the Willoughby Avenue bridge below the Federal Building. This project will continue to be incrementally repaired as funding, creek flow and weather allow.

4th Street Douglas Utilities and Drainage Improvements – this transfer will help pay for additional drainage repairs needed in 4th street discovered during the design investigations. This work includes replacing a 72" diameter culvert carrying Bear Creek under 4th Street. It was initially thought to only need repairs, but further investigations determined the culvert needs to be replaced prior to replacing the water and wastewater utilities in the roadway above it. The culvert is 18' below the surface of the roadway. It is anticipated this CIP will be bid this spring for construction during this summer.

Action Requested

Staff requests the attached Transfers and Closeouts be forwarded to the full Assembly for approval.

CIP CLOSEOUTS AND TRANSFERS _ FEBRUARY 1, 2021

	transfer to D 14-051- Pederson Hill	<u>Amount</u>	<u>notes</u>
D12-081	Gastineau Apartments Demo	107,932	project completed - transfer remaining funds _ close CIP
D14-019	Lemon Creek 2nd Access	169,559	project completed - transfer remaining funds _ close CIP
total transfer to D14-051		277,491	additional funds will be used to continue development of the next phase of Pederson Hill Subdivision

	transfer to R72-151 Robbie, Ling and Laurie Reconstruction	<u>Amount</u>	
R72-053	Eagles Edge Utility LID	53,365	project completed - transfer remaining funds _ close CIP
R72-130	Shaune Dr Imprv-Anka to Barrow	386,393	project completed - transfer remaining funds _ close CIP
total transfer to R72-151		439,758	additional funding will be used to help fund upcoming FY22 CIP Funded reconstruction project

	transfer to Harris St Reconstruction - NEW CIP	<u>Amount</u>	
D12-046	Capitol Plaza Planning	25,000	project completed - transfer remaining funds _ close CIP
R72-101	Glacier Ave Intersection	15,000	project completed - transfer remaining funds _ close CIP
R72-111	Distin/W. 8th St. Reconstructi	46,484	project completed - transfer remaining funds _ close CIP
R72-127	East Street-5th to 6th	119,247	project completed - transfer remaining funds _ close CIP
total transfer to Harris St Reconstruction- NEW CIP		205,731	additional funding will be used to help fund upcoming FY22 CIP Funded reconstruction project

	transfer to R72-149 Meadow Lane Reconstruction	<u>Amount</u>	
R72-112	McGinnis Sub LID Ph 1	25,024	project completed - transfer remaining funds _ close CIP
R72-115	Dunn Street	20,138	project completed - transfer remaining funds _ close CIP
R72-120	River Rd Reconstruct LID	187,246	project completed - transfer remaining funds _ close CIP
R72-131	Birch Lane Sewer Replacement	75,000	minor punch list and final Change Order remain prior to closing, \$50k remains in CIP to cover expenses
total transfer to R72-149		307,407	additional funding will be used to help fund upcoming FY22 CIP Funded reconstruction project

	transfer to R72-137 Gold Creek Flume repairs	<u>Amount</u>	
R72-122	Retaining Wall Repairs	5,623	project completed - transfer remaining funds _ close CIP
total transfer to R72-137		5,623	additional funding will be used to help fund upcoming Gold Creek flume concrete restoration project

	transfer to R72-154 4th St Utilities and Drainage Improvements	<u>Amount</u>	
D24-044	Stormwater Mgmt Standard II	9,057	project completed - transfer remaining funds _ close CIP
R72-133	Douglas Side Streets -D and E	11,988	project completed - transfer remaining funds _ close CIP
R72-134	Sitka Street Reconstruction	4,805	project completed - transfer remaining funds _ close CIP
total transfer to R72-154		25,850	additional funding needed to help fund additional drainage infrastructure replacement expenses discovered during the design scoping of the project.

Total funds requested to be transferred: 1,261,861



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

January 29, 2021

City and Borough of Juneau

Via Email: beth.mcewen@juneau.org ; city.clerk@juneau.org

Re: Notice of Liquor License Renewal Applications

License Numb	DBA	Type	City	Borough	Community Council
644	Salt Alaska	Beverage Dispensary	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, Interim 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

January 22, 2021

City and Borough of Juneau

Via Email: beth.mcewen@juneau.org ; city.clerk@juneau.org

Re: Notice of Liquor License Renewal Applications

License Numb	DBA	Type	City	Borough	Community Council
1081	Squirez	Beverage Dispensary	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, Interim Director
amco.localgovernmentonly@alaska.gov

Presented by: The Manager
Introduced: February 8, 2021
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2020-09(AN)

An Ordinance Appropriating \$75,000 to the Manager to Operate a Youth Shelter and Rapid Rehousing Facility; Grant Funding Provided by the Alaska Mental Health Trust Authority.

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 \$75,000 to operate a youth shelter and rapid rehousing facility.

Section 3. Source of Funds

Alaska Mental Health Trust Authority	\$75,000
--------------------------------------	----------

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



3745 Community Park Loop, Suite 200
Anchorage, AK 99508
Tel 907.269.7960
www.mhtrust.org

February 1, 2021

Jorden Nigro, Deputy Director
City and Borough of Juneau
155 S Seward St
Juneau, Alaska 99801-1332

RE: Runaway and Homeless Youth Shelter and Rapid Rehousing (FY21)

Dear Ms. Nigro,

Congratulations! Your proposal to the Alaska Mental Health Trust Authority (the Trust) was approved for funding on January 31, 2021. The Trust approved the grant amount of \$75,000.00 for the Runaway and Homeless Youth Shelter and Rapid Rehousing project.

We will be sending you a grant agreement to review by Monday February 22 which will include the project performance measures, reporting requirements, and payment schedules. Please use this letter with other funding sources as confirmation of the Trust's commitment.

Again, congratulations. On behalf of the Trustees, thank you for taking the time to develop this proposal to assist beneficiaries of the Trust.

Please contact me by email at lucas.lind@alaska.gov or by phone at 907-269-7999 with any questions regarding this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lucas Lind".

Lucas Lind
Grants Administrator
Alaska Mental Health Trust Authority

Presented by: The Manager
Presented: 01/25/2021
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-01(c)

An Ordinance Providing for a Property Tax Abatement Program to Incentivize the Development of Housing in Downtown Juneau.

WHEREAS, A.S. 29.45.050(m) gives municipalities the option of providing tax exemptions for economic development property and requires a statement that if this ordinance is adopted, it may be repealed by the voters through referendum; and

WHEREAS, the Housing Action Plan and Juneau Economic Development Plan identify tax abatement incentives to encourage development of workforce, senior, and downtown housing; and

WHEREAS, a 2020 Assembly Goal is to develop downtown housing incentives including tax abatement.

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

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City and Borough of Juneau Municipal Code.

Section 2. Amendment of Section. CBJC 69.10.023 Property tax incentives for economic development property, is amended to read:

69.10.023 Property tax incentives for economic development property.

(a) *Purpose.* This section authorizes property tax exemptions for the following on a property that meets the definition of economic development property in A.S. 29.45.050(m):

(1) At least 15 new residential units of assisted living for senior citizens. The term residential units includes the assisted living residential units for senior citizens and only those building spaces that are necessary and incidental to the assisted living of senior citizens that qualify for inclusion in the exemption like common space, support space, and shared facilities. A residential unit qualifies for the exemption even if a non-senior citizen resides in the unit with a senior citizen. The property is located entirely within the urban service area as defined by Title 49.

(2) At least four new residential units in the Downtown Juneau Residential Tax Abatement Map, dated January 20, 2021.

(b) ~~Reserved. Location. The property is located entirely within the urban service area as defined by Title 49.~~

(c) *Exclusions.* Repair and rehabilitation property as defined in CBJC 69.10.025 for which an exemption application has been filed or granted is not eligible for this housing tax incentive. Submission of an application for exemption pursuant to this section shall automatically terminate any existing CBJC 69.10.025 application or designation for the property.

(d) *Application.* An application for an exemption under this section shall be made in writing to the assessor's office prior to issuance of a building permit for the residential units. Applications made after issuance of a building permit for the residential units shall not be accepted, or rejected if accepted. The application shall at a minimum contain the following:

- (1) *Name.* The name of the applicant;
- (2) *Address.* The legal description and street address of the property for which the application is made;
- (3) *New residential units.* Drawings of the residential units that the applicant will construct, including a floor plan that includes approximate square footages;
- (4) *Existing structures.* Drawings showing the square footage of all existing structures and structures to be constructed on the property;
- (5) *Increase in residential units.* Plans showing the construction will increase the total number of residential units on the property;
- (6) *Acknowledgement of liability.* Applicant acknowledges that the residential units will be taxable if and when the residential units are no longer eligible for tax exemption under this section;
- (7) *Economic development property justification.* A narrative describing how the application qualifies as economic development property consistent with A.S. 29.45.050(m); and
- (8) *Other information.* Other information as may be required by the assessor.

(e) *Provisional approval.* The assessor shall provisionally approve an application for tax exemption if:

- (1) The applicant submitted a complete application; and
- (2) The applicant acknowledges it must

- (i) Construct not less than the required residential units in accordance with the plans and drawings submitted with its application; and
- (ii) Increase the total number of residential units on the property in order to receive final approval under this section.

(f) *Final approval of exemption.* The assessor shall finally approve an application for tax exemption if:

- (1) The applicant has completed construction of residential units in accordance with the plans and drawings submitted with its application and a Certificate of Occupancy has been issued pursuant to Title 19 for each structure that contains a residential unit described in the application; and
- (2) The total number of residential units on the property has increased.

(g) *Magnitude of exemption.* Consistent with this subsection, the total potential exemption shall not reduce the amount of taxes below the amount levied on other property for the school district's required local contribution under A.S. 14.17.410(b)(2). The taxes eligible for exemption under this section are those attributable only to the newly constructed residential units exclusive of previously existing residential units (whether remodeled or not), all non-residential improvements, and land. Except as provided by subsection (m), the magnitude of exemption shall be determined on a spatial basis as follows: the square footage of the newly constructed residential units shall be divided by the square footage of all structures on the property, then multiplied by the assessed value of all improvements on the property and by the mill rate applicable to the property.

(h) *Duration of tax exemption.* Tax exemptions approved under this section shall be for a period of 12 consecutive years beginning on January 1 of the first full calendar year after final approval of the application.

(i) *Recording of exemption.* The assessor shall memorialize the terms of an exemption granted under this section in a memorandum recorded in the Juneau Recording District and kept on file in the assessor's office.

(j) *Termination of exemption upon reduction in number of residential units.* An exemption granted under this section shall terminate immediately if and when the number of residential units on the property is less than the number existing at the time of final approval of the application under this section. An exemption granted under this section does not terminate if the property or residential unit is sold and the new owner continues to comply with this section.

(k) *Appeal.* Any decision of the assessor under this section may be appealed to the assembly in accordance with CBJC 01.50.

(l) *Annual compliance and status report.* Not later than March 31 of each year, the owner of the property for which an exemption has been granted, shall file with the assessor a report with the following information:

- (1) *Occupancy.* A statement of occupancy and vacancy of the residential units for the prior 12 months;

(2) *Residential units remain as described.* A certification that the newly constructed residential units described in the application continue to exist and have not been converted to a non-residential use;

(3) *Further changes.* A description of physical changes or other improvements constructed since the last report or, on first report, since the filing of the application; and

(4) *Additional information.* Any additional information requested by the assessor.

(m) *Late-file penalty.* The failure for the owner to file the annual compliance and status report by March 31 shall result in ten percent reduction of the taxes exempted in the prior year.

(n) *Definitions.* In this section, the following definitions apply:

New residential unit means new construction and a condemned or uninhabitable existing dwelling unit that is renovated to current code for a residential dwelling unit according to CBJC Title 19.

Previously exempt property means real or personal property exempt under CBJC Title 69 in the prior calendar year but taxable in the next calendar year.

Residential unit means a dwelling unit as defined by CBJC 49.80.120 and is either owner-occupied or only leased for periods of at least one month.

Senior citizen means a person who is:

- (1) Sixty-five years or older; or
- (2) At least 60 years of age and the widow or widower of a senior citizen who qualified for an exemption under AS 29.45.030(e) and CBJC 69.10.020(1)(A)(i) and (ii).

Widow or widower means a person whose spouse has died and who has not remarried.

Assisted living means a facility providing housing and institutional care for people unable to live independently or without assistance. Assisted living includes facilities that provide nursing care services.

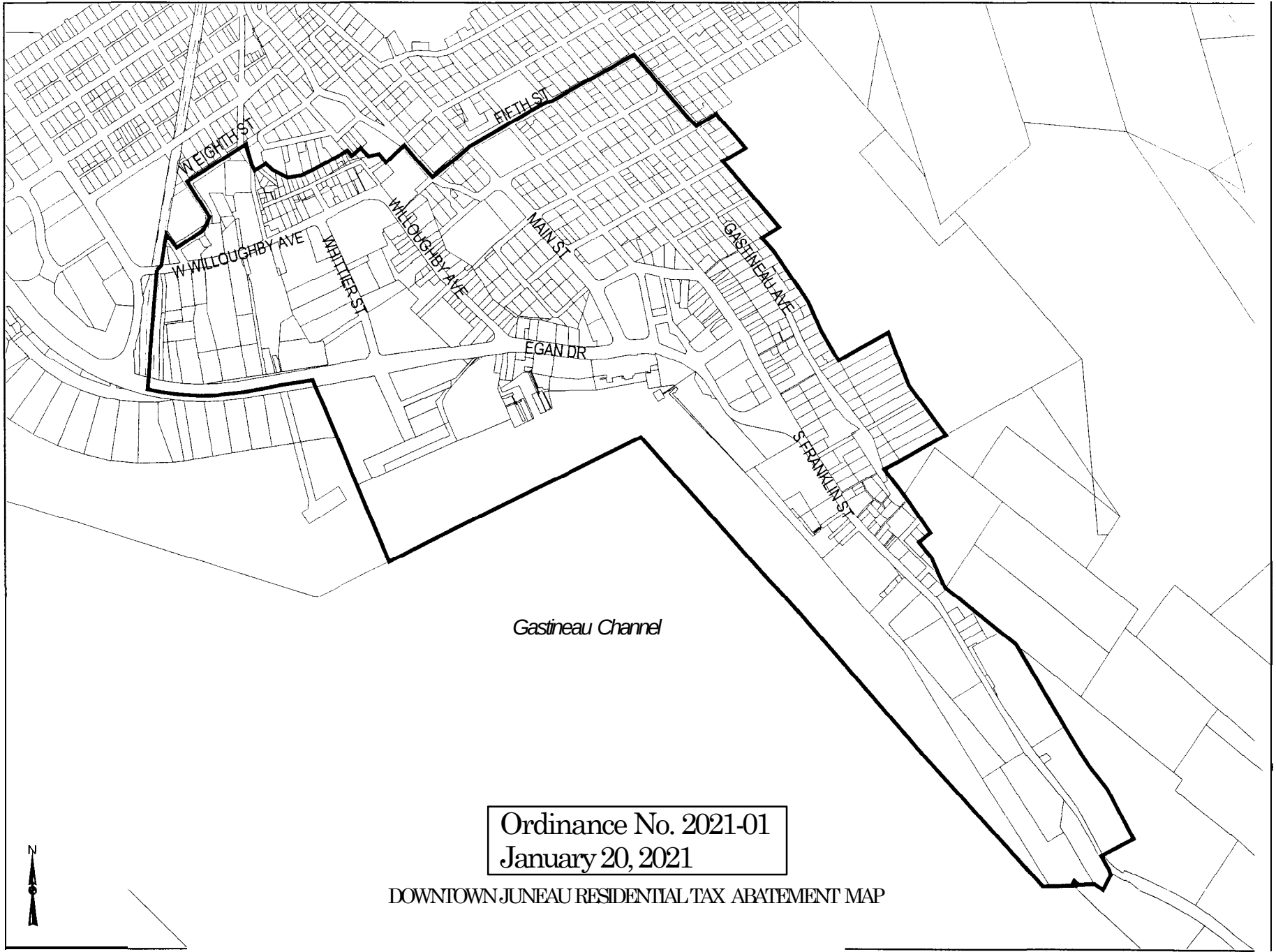
Section 3. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2021.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk



Ordinance No. 2021-01
January 20, 2021

DOWNTOWN JUNEAU RESIDENTIAL TAX ABATEMENT MAP

Ord 2021-01 Smith Amendment ____

Intent: Make new residential units available for workforce housing and long-term rentals instead of short-term rentals.

Amend Section 2 as follows (Smith Amendment depicted with underlining):

69.10.23 Property tax incentives for economic development property.

(a) *Purpose.*

...

- (2) At least four new residential units in the Downtown Juneau Residential Tax Abatement Map, dated January 20, 2021, Such units must not be used as short-term rentals during the property tax abatement period.

...

(d) *Application.*

...

- (9) Application requirements specific to the Downtown Juneau Residential Tax Abatement. In an application for CBJC 69.10.023(a)(2), the property owner must agree not to rent any new residential units as short term rentals while receiving the tax abatement. A property owner who breaches this provision forfeits the remaining property tax abatement and must reimburse the City and Borough of Juneau for the property tax abatement received since first granted plus interest at the legal maximum rate of interest allowed by state law. If the property owner does not reimburse the City and Borough within 30 calendar days of notice being mailed or served, a lien shall be recorded against the property with the new residential units.

(n) *Definitions.* In this section, the following definitions apply:

...

Short Term Rental means a dwelling unit that is rented, leased, or otherwise advertised for occupancy for a period of less than 30 days.

...

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA
GENERAL OBLIGATION BONDS, 2021

Serial No. 2021-02

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES TO PROVIDE NOT TO EXCEED \$22,000,000 IN NET PROCEEDS; AND PROVIDING FOR THE FORM AND TERMS OF THE BONDS AND FOR UNLIMITED TAX LEVIES TO PAY THE BONDS.

Approved: March 1, 2021

Prepared by:

K&L GATES LLP
Seattle, Washington

City and Borough of Juneau, Alaska
Ordinance Serial No. 2021-02
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* This Table of Contents and the cover page are provided for convenience only and are not a part of this ordinance.

Presented by: The Manager
Introduced: 02/08/21
Drafted by: Bond Counsel

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-02

An Ordinance Providing for the Issuance and Sale of General Obligation Bonds in One or More Series to Provide Not to Exceed \$22,000,000 in Net Proceeds; and Providing for the Form and Terms of the Bonds and for Unlimited Tax Levies to Pay the Bonds.

WHEREAS, at the regular municipal election held on October 1, 2019, pursuant to Ordinance Serial No. 2019-35(c)(am), the Home Rule Charter of the City and Borough, and other resolutions and ordinances of the City and Borough, the qualified electors approved the issuance of general obligation bonds in the principal amount of not to exceed \$7,000,000 (the “Centennial Hall Bond Authorization”); and

WHEREAS, at the regular municipal election held on October 6, 2020, pursuant to Ordinance Serial No. 2020-40(b)(am), the Home Rule Charter of the City and Borough, and other resolutions and ordinances of the City and Borough, the qualified electors approved the issuance of general obligation bonds in the principal amount of not to exceed \$15,000,000 (the “Municipal Infrastructure Bond Authorization,” and together with the Centennial Hall Bond Authorization, the “Bond Authorizations”); and

WHEREAS, it is deemed necessary and advisable and in the best interests of the City and Borough and its inhabitants that the City and Borough issue the Bond Authorizations in one or more series in the principal amount of not to exceed \$22,000,000; and

WHEREAS, the Assembly finds that it is in the best interest of the City and Borough to sell the bonds herein authorized to RBC Capital Markets, LLC (the “Underwriter”) on the terms and conditions set forth herein and in the bond purchase agreement(s) between the City and Borough and the Underwriter, as authorized by this ordinance;

NOW, 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. Definitions. As used in this ordinance, the following words shall have the following meanings:

Assembly means the Assembly of the City and Borough of Juneau, Alaska as the same shall be duly and regularly constituted from time to time or any successor body.

Beneficial Owner means the beneficial owner of all or a portion of a Bond while such Bond is in fully immobilized form.

Bond Authorizations means the Centennial Hall Bond Authorization and the Municipal Infrastructure Bond Authorization.

Bond Fund means the “Debt Service Fund” of the City and Borough maintained pursuant to this ordinance.

Bond Purchase Agreement means the purchase agreement relating to each series of Bonds between the City and Borough and the Underwriter authorized to be entered into pursuant to Section 13 of this ordinance.

Bond Register means the registration books for the Bonds, maintained by the Bond Registrar, for the purpose of complying with the requirements of Section 149 of the Code and listing, inter alia, the names and addresses of all registered owners of the Bonds.

Bond Registrar means the financial institution selected by the City Manager or his/her designee as provided in Section 4 of this ordinance, for the purposes of registering and authenticating the Bonds, maintaining the Bond Register, and paying the principal of and interest on the Bonds.

Bonds means the City and Borough of Juneau, Alaska General Obligation Bonds, 2021[A/B] authorized to be issued pursuant to this ordinance in one or more series.

Bond Year means each one-year period that ends on the date selected by the City and Borough. The first and last Bond Years may be a shorter period. If no day is selected by the City and Borough before the earlier of the final maturity date of the Bonds or the date that is five years after the date of issuance of the Bonds, Bond Years end on each anniversary of the date of issue and on the final maturity date of the Bonds.

Centennial Hall Bond Authorization means the \$7,000,000 principal amount of bonds authorized to be issued by the City and Borough pursuant to Ordinance Serial No. 2019-35(c)(am).

City and Borough means City and Borough of Juneau, Alaska, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Alaska.

City and Borough Representative means the City Manager or such other official or employee of the City and Borough designated in writing by the City Manager.

City Manager means the city manager or interim city manager of the City and Borough.

Code means the federal Internal Revenue Code of 1986, as amended from time to time, and the applicable regulations thereunder.

Construction Funds means the funds maintained pursuant to Section 10 of this ordinance, into which shall be deposited the Bond proceeds, other than accrued interest.

DTC means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, as depository for the Bonds pursuant to Section 4 hereof.

Finance Director means the director or interim director of the finance department of the City and Borough.

Financial Advisor means PFM Financial Advisors LLC.

Government Obligations means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America and bank certificates of deposit secured by such obligations.

Letter of Representations means a blanket issuer letter of representations from the City and Borough to DTC.

MSRB means the Municipal Securities Rulemaking Board or any successor to its functions.

Municipal Infrastructure Bond Authorization means the \$15,000,000 principal amount of bonds authorized to be issued by the City and Borough pursuant to Ordinance Serial No. 2020-40(b)(am).

Net Proceeds, when used with reference to a series of Bonds, means the principal amount of such series of Bonds, plus accrued interest and original issue premium, if any, and less original issue discount.

Official Statement means the Official Statement of the City and Borough pertaining to the sale of such series of Bonds, in either preliminary or final form.

Private Person means any natural person engaged in a trade or business or any trust, estate, partnership, association, company or corporation.

Private Person Use means the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental of property to the Private Person on a day-to-day basis if the rental paid by such Private Person is the same as the rental paid by any Private Person who desires to rent the property. Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such use is incidental to the governmental uses of property, the property is made available for such use by all such

community groups on an equal basis and such community groups are charged only a de minimis fee to cover custodial expenses.

Projects means the capital improvements which are specified in Section 3 of Ordinance Serial No. 2019-35(c)(am) and Section 3 of Ordinance Serial No. 2020-40(b)(am) of the City and Borough.

Record Date means the close of business on the 15th day prior to each day on which a payment of interest on the Bonds is due and payable.

Registered Owner means the person in whose name ownership of a Bond is identified in the Bond Register. For so long as the Bonds are held in book-entry only form, DTC shall be deemed to be the sole Registered Owner.

Registrar Agreement means the agreement between the City and Borough and the Bond Registrar entered into pursuant to Section 4 of this ordinance.

Rule means the SEC's Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SEC means the United States Securities and Exchange Commission.

Term Bonds mean the portion of such series of Bonds, if any, designated as "Term Bonds" in the Bond Purchase Agreement for such series of Bonds.

Underwriter means RBC Capital Markets, LLC.

Interpretation and Rules of Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this ordinance; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this ordinance as a whole and not to any particular Article, Section or subdivision hereof.

Section 3. Authorization of Bonds. For the purpose of financing the Projects as authorized by the Centennial Hall Bond Authorization and the Municipal Infrastructure Bond Authorization and paying the costs of issuance of such bonds, the City and Borough shall issue its general obligation bonds in the aggregate principal amount of not to exceed \$22,000,000 but in any event providing no more than \$22,000,000 in net proceeds (principal amount plus premium, if any, less costs of issuance) (the “Bonds”). The Bonds shall be dated as of the date of initial delivery, shall be fully registered as to both principal and interest, shall be in denominations of \$5,000 each, or any integral multiple thereof, provided that no Bond of any series shall represent more than one maturity, shall be numbered separately in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification, and shall bear interest from their date payable on the dates and rates set forth in the respective approved Bond Purchase Agreement, and shall come due on the dates set forth in the Bond Purchase Agreement of the following years in the following estimated aggregate principal installments:

Maturity Year	Principal Amount*
2025	\$ 190,000
2026	675,000
2027	740,000
2028	985,000
2029	1,075,000
2030	1,165,000
2031	1,600,000
2032	1,725,000
2033	1,850,000
2034	2,090,000
2035	2,685,000
2036	2,835,000

Total: \$17,615,000*

* Principal maturities do not add to \$22,000,000, in anticipation of selling Bonds with original issue premium, generating not more than \$22,000,000 in net proceeds.

If the Bonds are sold in more than one series, the principal maturities of a series shall be applied to reduce the foregoing schedule as provided in the resolution approving the sale of that series; provided that in the aggregate the foregoing estimated principal amounts in any year are increased or decreased by no more than 15%, and *provided, further*, in the aggregate, the Bonds shall be issued in principal amounts that provide no more than \$22,000,000 (principal amount plus premium, if any, less costs of issuance) in net proceeds or \$22,000,000 in principal amount, whichever is less.

Section 4. Registration, Exchange and Payments.

(a) *Bond Registrar/Bond Register.* The City Manager or his/her designee is hereby authorized and directed to solicit proposals from and select a financial institution to act as authenticating agent, paying agent and bond registrar for each series of Bonds (the “Bond Registrar”) and to enter into a Registrar Agreement with the Bond Registrar pursuant to which the Bond Registrar will perform the duties specified for the Bond Registrar under this ordinance and hold and invest certain funds (Bond proceeds and debt service money) from time to time. The form of the Registrar Agreement shall be subject to the approval of the City and Borough Representative, which approval shall be presumed upon the execution thereof by the City and Borough Representative. So long as any Bonds of a series remain outstanding, the Bond Registrar shall make all necessary provisions to permit the exchange or registration or transfer of such series of Bonds at its principal corporate trust office. The Bond Registrar may be removed at any time at the option of the City and Borough Representative upon prior notice to the Bond Registrar, DTC, each entity entitled to receive notice pursuant to Section 14, and a successor Bond Registrar appointed by the City and Borough Representative. No resignation or removal of the Bond Registrar shall be effective until a successor shall have been appointed and until the successor Bond Registrar shall have accepted the duties of the Bond Registrar hereunder. The Bond Registrar is authorized, on behalf of the City and Borough, to authenticate and deliver such series of Bonds transferred or exchanged in accordance with the provisions of such series of Bonds and this ordinance and to carry out all of the Bond Registrar’s powers and duties under this ordinance. The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication on such series of Bonds.

(b) *Registered Ownership.* The City and Borough and the Bond Registrar, each in its discretion, may deem and treat the Registered Owner of each Bond of a series as the absolute owner thereof for all purposes (except as provided in Section 14 of this ordinance), and neither the City and Borough nor the Bond Registrar shall be affected by any notice to the contrary. Payment of any such Bond of a series shall be made only as described in Section 4(h) hereof, but such Bond may be transferred as herein provided. All such payments made as described in Section 4(h) shall be valid and shall satisfy and discharge the liability of the City and Borough upon such Bond to the extent of the amount or amounts so paid.

(c) *DTC Acceptance/Letter of Representations.* To induce DTC to accept the Bonds as eligible for deposit at DTC, the City and Borough has executed and delivered to DTC a Letter of Representations.

Neither the City and Borough nor the Bond Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees (or any successor depository) with respect to the Bonds in respect of the accuracy of any records maintained by DTC (or any successor depository) or any DTC participant, the payment by DTC (or any successor depository) or any DTC participant of any amount in respect of the principal of or interest on Bonds of a series, any notice which is permitted or required to be given to Registered Owners under this ordinance (except such notices as shall be required to be given by the City and Borough to the Bond Registrar or to DTC (or any successor depository), or any consent given or other action taken by DTC (or any successor depository) as the Registered Owner. For so long as any Bonds

of a series are held in fully-immobilized form hereunder, DTC or its successor depository shall be deemed to be the Registered Owner for all purposes hereunder (except as provided in Section 14), and all references herein to the Registered Owners shall mean DTC (or any successor depository) or its nominee and shall not mean the owners of any beneficial interest in such Bonds.

If any Bond shall be duly presented for payment and funds have not been duly provided by the City and Borough on such applicable date, then interest shall continue to accrue thereafter on the unpaid principal thereof at the rate stated on such Bond until such Bond is paid.

(d) *Use of Depository.*

(1) The Bonds shall be registered initially in the name of “CEDE & Co.”, as nominee of DTC, with one Bond maturing on each of the maturity dates for each series of Bonds in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such immobilized Bonds, or any portions thereof, may not thereafter be transferred except (A) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (B) to any substitute depository appointed by the City and Borough Representative pursuant to subsection (2) below or such substitute depository’s successor; or (C) to any person as provided in subsection (4) below.

(2) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the City and Borough Representative to discontinue the system of book-entry transfers through DTC or its successor (or any substitute depository or its successor), the City and Borough Representative may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(3) In the case of any transfer pursuant to clause (A) or (B) of subsection (1) above, the Bond Registrar shall, upon receipt of all outstanding Bonds of a series, together with a written request from the City and Borough Representative, issue a single new Bond for each maturity of such series then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the City and Borough Representative.

(4) In the event that (A) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (B) the City and Borough Representative determines that it is in the best interest of the Beneficial Owners of the Bonds of such series that such owners be able to obtain such Bonds in the form of Bond certificates, the ownership of such Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held in fully-immobilized form. The City and Borough Representative shall deliver a written request to the Bond Registrar, together with a supply of definitive Bonds of such series, to issue Bonds of such series as herein provided in any authorized denomination. Upon receipt by the Bond Registrar of all then outstanding Bonds of such series together with a written request on behalf of the Assembly to the Bond Registrar, new

Bonds of such series shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(e) *Registration of Transfer of Ownership or Exchange; Change in Denominations.* The transfer of any Bond of a series may be registered and Bonds of such series may be exchanged, but no transfer of any such Bond shall be valid unless such Bond is surrendered to the Bond Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Bond Registrar. Upon such surrender, the Bond Registrar shall cancel the surrendered Bond of such series and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Bond (or Bonds at the option of the new Registered Owner) of the same series, date, maturity, redemption provisions and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and cancelled Bond. Any Bond may be surrendered to the Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds of the same series, date, maturity, redemption provisions and interest rate, in any authorized denomination. The Bond Registrar shall not be obligated to register the transfer or to exchange any Bond during the 15 days preceding the date any such Bond is to be redeemed.

(f) *Bond Registrar's Ownership of Bonds.* The Bond Registrar may become the Registered Owner of any Bond with the same rights it would have if it were not the Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as member of, or in any other capacity with respect to, any committee formed to protect the right of the Registered Owners of Bonds.

(g) *Registration Covenant.* The City and Borough covenants that, until all Bonds of a series have been surrendered and cancelled, it will maintain a system for recording the ownership of each Bond of such series that complies with the provisions of Section 149 of the Code.

(h) *Place and Medium of Payment.* Both principal of and interest on each series of Bonds shall be payable in lawful money of the United States of America. Interest on each series of Bonds shall be calculated on the basis of a 360-day year and twelve 30-day months. For so long as all Bonds of a series are in fully immobilized form, payments of principal and interest shall be made as provided to the parties entitled to receive payment as of each Record Date in accordance with the operational arrangements of DTC referred to in the Letter of Representations.

In the event that such series of Bonds are no longer in fully immobilized form, interest on such series of Bonds shall be paid by check or draft mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register as of the Record Date, and principal of such series of Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the principal office of the Bond Registrar; provided, however, that if so requested in writing by the Registered Owner of at least \$1,000,000 principal amount of such series of Bonds, interest will be paid by wire transfer on the date due to an account with a bank located within the United States.

Section 5. Redemption and Purchase of Bonds.

(a) *Optional Redemption.* Each series of Bonds may be subject to optional redemption on the dates, at the price of par, and under the terms set forth in the Bond Purchase Agreement for such series of Bonds approved by the City and Borough Representative pursuant to Section 13.

(b) *Mandatory Redemption.* Each series of Bonds may be subject to mandatory redemption to the extent, if any, set forth in the Bond Purchase Agreement for such series of Bonds and as approved by the City and Borough Representative pursuant to Section 13.

(c) *Purchase of Bonds for Retirement.* The City and Borough reserves the right to purchase any of the Bonds of a series offered to the City and Borough at any price deemed reasonable to the City and Borough Representative.

(d) *Effect of Optional Redemption/Purchase.* To the extent that the City and Borough shall have optionally redeemed or purchased any Term Bonds prior to their scheduled mandatory redemption of such Term Bonds, the City and Borough may reduce the principal amount of the Term Bonds to be redeemed in like aggregate principal amount. Such reduction may be applied in the year specified by the City and Borough Representative.

(e) *Selection of Bonds for Redemption.* As long as the Bonds are held in book-entry only form, the selection of Bonds within a series and maturity to be redeemed shall be made in accordance with the operational arrangements in effect at DTC. If the Bonds are no longer held in uncertificated form, the selection of such Bonds within a series and maturity to be redeemed shall be made as provided in this subsection (e). If the City and Borough redeems at any one time fewer than all of the Bonds having the same series and maturity date, the particular Bonds or portions of Bonds of such series and maturity to be redeemed shall be selected by lot (or in such other manner determined by the Bond Registrar) in increments of \$5,000. In the case of a Bond of a denomination greater than \$5,000, the City and Borough and Bond Registrar shall treat each Bond as representing such number of separate Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Bond by \$5,000. In the event that only a portion of the principal sum of a Bond is redeemed, upon surrender of the such Bond at the principal office of the Bond Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal sum thereof, at the option of the Registered Owner, a Bond or Bonds of like series, maturity and interest rate in any of the denominations herein authorized. If Bonds are called for optional redemption, portions of the principal amount of such Bonds, in installments of \$5,000 or any integral multiple of \$5,000, may be redeemed. If less than all of the principal amount of any Bond is redeemed, upon surrender of such Bond at the principal office of the Bond Registrar there shall be issued to the registered owner, without charge therefor, for the then unredeemed balance of the principal amount thereof, a new Bond or Bonds, at the option of the Registered Owner, of like series, maturity and interest rate in any denomination authorized by this ordinance.

(f) *Notice of Redemption.*

(1) Official Notice. Unless waived by any owner of Bonds to be redeemed, official notice of any such redemption (which notice may be conditional) shall be given by the Bond Registrar on behalf of the City and Borough by mailing a copy of an official redemption notice by first class mail at least 20 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall be dated and shall state:

- (A) the redemption date,
- (B) the redemption price,
- (C) if fewer than all outstanding Bonds are to be redeemed, the identification by series, maturity (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (D) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and
- (E) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Bond Registrar.

On or prior to any redemption date, the City and Borough shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

(2) Effect of Notice; Bonds Due. If an unconditional notice of redemption has been given, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City and Borough shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same series and maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued.

(3) Additional Notice. In addition to the foregoing notice, further notice shall be given by the City and Borough as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed. Each further notice of redemption may be sent at least 25 days before the redemption date to the insurer, if any, the party entitled to receive notice pursuant to Section 14, and to the Underwriter for such series of Bonds or to its business successor, if any, and to such persons and with such additional information as the City and Borough Representative shall deem appropriate, but such mailings shall not be a condition precedent to the redemption of such Bonds.

(4) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(5) Amendment of Notice Provisions. The foregoing notice provisions of this Section 5, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. _____ \$ _____

STATE OF ALASKA

CITY AND BOROUGH OF JUNEAU
GENERAL OBLIGATION BOND, 2021[A/B]

INTEREST RATE: _____ MATURITY DATE: _____ CUSIP NO.: _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____

THE CITY AND BOROUGH OF JUNEAU, ALASKA (the “City and Borough”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount indicated above and to pay interest thereon from _____, 2021, or the most recent date to which interest has been paid or duly provided for until payment of this bond at the Interest Rate set forth above, commencing on _____ 1, 20____ and semiannually thereafter on the first

day of each _____ and _____. Both principal of and interest on this bond are payable in lawful money of the United States of America. For so long as the bonds of this issue are held in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of The Depository Trust Company (“DTC”) referred to in the Blanket Issuer Letter of Representations (the “Letter of Representations”) from the City and Borough to DTC. _____ is acting as the registrar, authenticating agent and paying agent for the bonds of this issue (the “Bond Registrar”).

This bond is one of an authorized issue of bonds of like date and tenor, except as to number, amount, rate of interest and date of maturity, in the aggregate principal amount of \$_____ (the “Bonds”), and is issued pursuant to elections authorizing the same for the purpose of making capital improvements to facilities of the City and Borough.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under Ordinance Serial No. 2021-02 of the City and Borough (the “Bond Ordinance”) until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar. Capitalized terms used in this bond and not otherwise defined herein have the meanings given such terms in the Bond Ordinance.

The bonds of this issue are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Alaska and ordinances duly adopted by the Assembly, including the Bond Ordinance.

The bonds of this issue are subject to redemption as stated in the Bond Purchase Agreement dated _____ for the Bonds.

The City and Borough has obligated and bound itself to make annual levies of ad valorem taxes upon all the taxable property within the City and Borough, without limitation as to rate or amount, in amounts sufficient, together with such other moneys of the City and Borough available for such purposes as the Assembly of the City and Borough may, from time to time, appropriate and make available to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the City and Borough are hereby irrevocably pledged for the levy of such taxes and the prompt payment of such principal and interest. The pledge of tax levies for payment of principal of and interest on the bond may be discharged prior to maturity of the bond by making provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

The bonds of this issue are not “private activity bonds” as such term is defined in the Internal Revenue Code of 1986, as amended (the “Code”). The City and Borough has not designated the bonds of this issue as “qualified tax-exempt obligations” under Section 265(b) of the Code for investment by banks, thrift institutions and other financial institutions.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Alaska to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of

this bond and the bonds of this issue does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City and Borough may incur.

IN WITNESS WHEREOF, the City and Borough of Juneau, Alaska has caused this bond to be executed by the manual or facsimile signature of its City Manager or his/her designee and attested by the manual or facsimile of the Clerk, and the official seal of the City and Borough to be impressed, imprinted or otherwise reproduced hereon, as of this ____ day of _____, 2021.

CITY AND BOROUGH OF
JUNEAU, ALASKA

By _____ /s/ manual or facsimile
City Manager or Designee

ATTEST:

_____/s/ manual or facsimile
Clerk

The Certificate of Authentication for the Bonds shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This bond is one of the General Obligation Bonds, 2021[A/B] of the City and Borough of Juneau, Alaska, dated _____, 2021, and described in the within-mentioned Bond Ordinance.

_____, as Bond Registrar

By _____
Authorized Signer

Section 7. Execution of Bonds. The Bonds shall be executed on behalf of the City and Borough with the manual or facsimile signature of the City Manager or his/her designee, shall be attested by the manual or facsimile signature of the City and Borough Clerk, and the seal of the City and Borough shall be impressed or a facsimile thereof imprinted or otherwise reproduced thereon.

Only such Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bonds shall cease to be officer or officers of the City and Borough before the Bonds so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the City and Borough, such Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City and Borough as though those who signed the same had continued to be such officers of the City and Borough. Any Bond may also be signed and attested on behalf of the City and Borough by such persons who are at the actual date of delivery of such Bonds the proper officers of the City and Borough although at the original date of such Bonds any such person shall not have been such officer of the City and Borough.

Section 8. Lost, Stolen, Destroyed or Mutilated Bonds. In case any Bonds shall at any time become mutilated or be lost, stolen or destroyed, the City and Borough in the case of such mutilated Bonds shall, and in the case of such lost, stolen or destroyed Bonds in its discretion may, execute and deliver a new Bond of like tenor and effect in exchange or substitution for and upon the surrender and cancellation of such mutilated Bonds, or in lieu of or in substitution for such destroyed, stolen or lost Bonds, or if such stolen, destroyed or lost Bonds shall have matured, instead of issuing a substitute therefor, the City and Borough at its option pay the same without the surrender thereof. Except in the case where a mutilated Bonds is surrendered, the applicant for the issuance of a substitute Bond shall furnish to the City and Borough evidence satisfactory to it of the theft, destruction, or loss of the original Bonds, and of the ownership thereof, and also such security and indemnity as may be required by the City and Borough, and no such substitute Bond shall be issued unless the applicant for the issuance thereof shall reimburse the City and Borough for the expenses incurred by the City and Borough in connection with the preparation, execution, issuance, and delivery of the substitute Bonds, and any such substitute Bond shall be equally and proportionately entitled to the security of this ordinance with all other bonds issued hereunder, whether or not the Bonds alleged to have been lost, stolen or destroyed shall be found at any time or be enforceable by anyone.

Section 9. Pledge of Taxes and Credit. The City and Borough hereby irrevocably covenants that, unless the principal of and interest on the Bonds are paid from other sources, it will make annual levies of taxes without limitation as to rate or amount upon all of the property in the City and Borough subject to taxation in amounts sufficient to pay such principal and interest as the same shall become due. The full faith, credit and resources of the City and Borough are hereby irrevocably pledged for the annual levy and collection of such taxes and for the prompt payment of such principal and interest. There is maintained in the office of the Finance Director a special fund of the City and Borough known as the "Debt Service Fund" (the "Bond Fund"), for the sole purpose of paying the principal of and interest on the Bonds and all other general obligation bonds of the City and Borough. Accrued interest, if any, received at the time of delivery of the Bonds shall be paid into the Bond Fund.

The City and Borough hereby irrevocably covenants and pledges for as long as the Bonds are outstanding that it will make provision for the payment of the principal of and interest on the Bonds in its annual budgets and further covenants that it will make annual levies of ad valorem taxes, for payment into the Bond Fund, upon all the property within the City and Borough subject to taxation, without limitation as to rate or amount, in amounts sufficient, with such other moneys available for such purposes as the Assembly from time to time may appropriate and order

transferred to the Bond Fund, to pay the principal of and interest on the Bonds as the same shall be come due and payable.

Section 10. Construction Funds for Proceeds of the Bonds. There has heretofore been created in the office of the Finance Director of the City and Borough certain funds and accounts (the “Construction Funds”), into which shall be paid the proceeds of the Bonds (other than accrued interest which shall be deposited in the Bond Fund), and any and all other moneys which the City and Borough may now or later have on hand which are necessary and legally available to pay the costs authorized by Ordinance Serial No. 2019-35(c)(am) and Ordinance Serial No. 2020-40(b)(am) and paying the costs of issuance of the Bonds. The Finance Director shall maintain records sufficient to account for the investment and expenditure of the Bond Authorizations.

Said funds shall be drawn upon for paying the costs authorized by Ordinance Serial No. 2019-35(c)(am) and Ordinance Serial No. 2020-40(b)(am), for repaying any other funds or accounts of the City and Borough that may have advanced moneys for such purposes and for paying all expenses incidental to such purposes and the expenses incidental to the issuance of the Bonds. Bond proceeds in the Construction Funds may be invested in any legal investment for City and Borough funds and the proceeds thereof and earnings thereon shall be deposited in the Construction Funds or at the option of the Finance Director in the Bond Fund. In the event there are any proceeds of the Bonds left remaining in the Construction Funds after the payment of all of such costs and expenses, the same may be used for any purpose permitted under Ordinance Serial No. 2019-35(c)(am) and Ordinance Serial No. 2020-40(b)(am) or may be transferred to the Bond Fund or may be used for any purpose permitted under Section 10.10 of the Home Rule Charter of the City and Borough.

Section 11. Defeasance. In the event that money and/or noncallable Government Obligations maturing or having guaranteed redemption prices at the option of the holder at such time or times and bearing interest to be earned thereon in amounts (together with such money, if any) sufficient to redeem and retire part or all of the Bonds in accordance with the its terms, are hereafter irrevocably set aside in a special account and pledged to effect such redemption and retirement, then no further payments need be made into the Bond Fund or any account therein for the payment of the principal of and interest on the Bonds or portion thereof so provided for and the Bonds or portion thereof shall then cease to be entitled to any lien, benefit or security of this ordinance, except the right to receive the accounts so set aside and pledged, and the Bonds or portion thereof shall no longer be deemed to be outstanding hereunder.

Section 12. Tax Covenants.

(a) *Arbitrage Covenant.* The City and Borough hereby covenants that it will not make any use of the proceeds of sale of the Bonds or any other funds of the City and Borough which may be deemed to be proceeds of the Bonds pursuant to Section 148 of the Code and the applicable regulations thereunder which, if such use had been reasonably expected on the dates of delivery of the Bonds to the initial purchasers thereof, would have caused such Bonds to be “arbitrage bonds” within the meaning of said section and said regulations. The City and Borough will comply with

the requirements of Section 148 of the Code and the applicable regulations thereunder throughout the term of the Bonds.

(b) *Private Person Use Limitation for Bonds.* The City and Borough covenants that for as long as the Bonds is outstanding, it will not permit:

(1) More than 10% of the Net Proceeds of the Bonds to be used for any Private Person Use; and

(2) More than 10% of the principal or interest payments on the Bonds in a Bond Year to be directly or indirectly (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the City and Borough) in respect of property, or borrowed money, used or to be used for any Private Person Use.

The City and Borough further covenants that, if:

(3) More than five percent of the Net Proceeds of the Bonds is to be used for any Private Person Use; and

(4) More than five percent of the principal or interest payments on the Bonds in a Bond Year are (under the terms of this ordinance or any underlying arrangement) directly or indirectly: (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the City and Borough) in respect of property, or borrowed money, used or to be used for any Private Person Use, then, (i) any Private Person Use of the projects described in subsection (3) hereof or Private Person Use payments described in subsection (4) hereof that is in excess of the five percent limitations described in such subsections (3) or (4) will be for a Private Person Use that is related to the state or local governmental use of the projects funded by the Bonds, and (ii) any Private Person Use will not exceed the amount of Net Proceeds of the Bonds used for the state or local governmental use portion of the project to which the Private Person Use of such portion of the project relates. The City and Borough further covenants that it will comply with any limitations on the use of the projects by other than state and local governmental users that are necessary, in the opinion of its bond counsel, to preserve the tax status of the Bonds. The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the Bonds. To that end, the provisions of this section may be modified or eliminated without any requirement for formal amendment thereof upon receipt of an opinion of the City and Borough's bond counsel that such modification or elimination will not adversely affect the tax status of the Bonds.

Section 13. Sale of Bonds.

(a) *Bond Sale.* The City and Borough Representative is authorized to negotiate and complete the sale of the Bonds to the Underwriter on terms and conditions consistent with this ordinance and the Bond Purchase Agreement for the Bonds. Such terms and conditions, including the final principal amount, date, principal amounts of each maturity, final interest rates, maturity dates and redemption provisions, all as provided for in this ordinance, shall be set forth in the Bond Purchase Agreement, all subject to the Assembly's approval by resolution, which resolution may, at the option of the Assembly, provide for delegation within parameters approved by the Assembly.

Subject to the terms and conditions set forth in this Section 13, the City and Borough Representative is hereby authorized to execute the final form of a Bond Purchase Agreement, upon his or her approval of the final interest rates, maturity dates, aggregate principal amount, principal maturities and redemption rights set forth therein. Following the sale of the Bonds, the Designated Representative shall provide a report to the Assembly, describing the final terms of the Bonds approved pursuant to the authority delegated in this section.

The City and Borough Representative is further authorized and directed to take such other actions to publicize or facilitate the sale as he/she may deem desirable or necessary, including, but not limited to, securing a rating on the Bonds from one or more of the established rating services.

(b) *Delivery; Documentation.* Upon the passage of this ordinance, the proper officials of the City and Borough, including the City and Borough Representative, are authorized and directed to undertake all other actions necessary for the prompt execution and delivery of the Bonds to the Underwriter thereof and further to execute all closing certificates and documents required to effect the closing and delivery of the Bonds in accordance with the terms of the Bond Purchase Agreement.

The City and Borough Representative and other City and Borough officials, agents, and representatives are hereby authorized and directed to do everything necessary for the prompt issuance, execution and delivery of the Bonds to the Underwriter and for the proper application and use of the proceeds of sale of the Bonds. In furtherance of the foregoing, the City and Borough Representative is authorized to approve and enter into agreements for the payment of costs of issuance, including Underwriter's discount, the fees and expenses specified in the Bond Purchase Agreement, including fees and expenses of Underwriter and other retained services, including Bond Counsel, Financial Advisor, rating agent, Bond Registrar, and other expenses customarily incurred in connection with issuance and sale of bonds.

(c) *Preliminary and Final Official Statements.* The City and Borough Representative is authorized to ratify and to approve for purposes of the Rule, on behalf of the City and Borough, the Official Statement (and any preliminary Official Statement) and any supplement thereto relating to the issuance and sale of the Bonds and the distribution of the Bonds pursuant thereto with such changes, if any, as may be deemed by him/her to be appropriate.

Section 14. Undertaking to Provide Ongoing Disclosure.

(a) *Contract/Undertaking.* This section constitutes the City and Borough's written undertaking for the benefit of the owners of the Bonds as required by Section (b)(5) of the Rule.

(b) *Financial Statements/Operating Data.* The City and Borough agrees to provide or cause to be provided to the Municipal Securities Rulemaking Board ("MSRB"), the following annual financial information and operating data for the prior fiscal year (commencing June 30, 2022 for the fiscal year ending June 30, 2021):

1. Annual financial statements, which may or may not be audited prepared in accordance with generally accepted accounting principles;
2. The assessed valuation of taxable property in the City and Borough;
3. Property taxes due and property taxes collected;
4. Property tax levy rate per \$1,000 of assessed valuation; and
5. Outstanding general obligation debt of the City and Borough.

Items 2-5 shall be required only to the extent that such information is not included in the annual financial statements.

Such annual information and operating data described above shall be provided on or before nine months after the end of the City and Borough's fiscal year. The City and Borough's current fiscal year ends June 30. The City and Borough may adjust such fiscal year by providing written notice of the change of fiscal year to the MSRB. In lieu of providing such annual financial information and operating data, the City and Borough may cross-reference to other documents available to the public on the MSRB's internet website.

If not provided as part of the annual financial information discussed above, the City and Borough shall provide the City and Borough's audited annual financial statement prepared in accordance generally accepted accounting principles when and if available to the MSRB.

(c) *Listed Events.* The City and Borough agrees to provide or cause to be provided, in a timely manner to the MSRB notice of the occurrence of any of the following events with respect to the Bonds not in excess of ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material or events affecting the tax status of the Bonds;
7. Modifications to rights of owners, if material;
8. Optional, contingent or unscheduled Bond calls other than scheduled sinking fund redemptions for which notice is given pursuant to Exchange Act Release 34-23856, if material, and tender offers;
9. Defeasances;
10. Release, substitution or sale of property securing the repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City and Borough;
13. The consummation of a merger, consolidation, or acquisition of the City and Borough or the sale of all or substantially all of the assets of the City and Borough, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement to undertake such an action, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of the trustee, if material;
15. Incurrence of a financial obligation of the City and Borough, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City and Borough, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City and Borough, any of which reflect financial difficulties.

The term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or

planned debt obligation; or (iii) guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

Solely for purposes of information, but without intending to modify this agreement, with respect to the notice regarding property securing the repayment of the Bonds, the City and Borough will state in its preliminary and Final Official Statements that there is no property securing the repayment of the Bonds.

(d) *Notice Upon Failure to Provide Financial Data.* The City and Borough agrees to provide or cause to be provided, in a timely manner, to the MSRB notice of its failure to provide the annual financial information described in subsection (b) above on or prior to the date set forth in subsection (b) above.

(e) *EMMA; Format for Filings with the MSRB.* Until otherwise designated by the MSRB or the SEC, any information or notices submitted to the MSRB in compliance with the Rule are to be submitted through the MSRB’s Electronic Municipal Market Access system (“EMMA”), currently located at www.emma.msrb.org. All notices, financial information and operating data required by this undertaking to be provided to the MSRB must be in an electronic format as prescribed by the MSRB. All documents provided to the MSRB pursuant to this undertaking must be accompanied by identifying information as prescribed by the MSRB.

(f) *Termination/Modification.* The City and Borough’s obligations to provide annual financial information and notices of material events shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. Any provision of this section shall be null and void if the City and Borough (1) obtains an opinion of nationally recognized bond counsel to the effect that the portion of the Rule that requires that provision is invalid, has been repealed retroactively or otherwise does not apply to the Bonds and (2) notifies the MSRB of such opinion and the cancellation of this section.

The City and Borough may amend this section with an opinion of nationally recognized bond counsel in accordance with the Rule. In the event of any amendment of this section, the City and Borough shall describe such amendment in the next annual report, and shall include a narrative explanation of the reason for the amendment and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City and Borough. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a material event under Subsection (c), and (2) the annual report for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

(g) *Bond Owner’s Remedies Under this Section.* A Bond owner’s right to enforce the provisions of this section shall be limited to a right to obtain specific enforcement of the City and Borough’s obligations hereunder, and any failure by the City and Borough to comply with the provisions of this undertaking shall not be a default with respect to the Bonds under this ordinance.

(h) *Additional Information.* Nothing in this Section 14 shall be deemed to prevent the City and Borough from disseminating any other information, using the means of dissemination set forth in this Section 14 or any other means of communication, or including any other information in any annual financial statement or notice of occurrence of a material event, in addition to that which is required by this Section 14. If the City and Borough chooses to include any information in any annual financial statement or notice of the occurrence of a material event in addition to that specifically required by this Section 14 the City and Borough shall have no obligation under this ordinance to update such information or to include it in any future annual financial statement or notice of occurrence of a material event.

Section 15. Severability. If any one or more of the covenants or agreements provided in this ordinance 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 ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bonds.

Section 16. Effective Date. This ordinance shall become effective thirty days after adoption.

ADOPTED this 1st day of March, 2021.

Beth Weldon, Mayor

ATTEST:

Beth McEwen, Clerk

CERTIFICATE

I, the undersigned, Clerk of the City and Borough of Juneau, Alaska (the “City and Borough”), Do HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance Serial No. 2021-02 (the “Ordinance”) of the City and Borough as finally passed at a regular meeting of the Assembly of the City and Borough (the “Assembly”) held on the 1st day of March, 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, due and proper notice of such special meeting was given; 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 passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance 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 March, 2021.

Beth McEwen, Clerk
City and Borough of Juneau

MEMORANDUM



DATE: January 29, 2021

TO: Assembly Finance Committee

FROM: Jeff Rogers, Finance Director

SUBJECT: 2021 Bond Issuance

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

Introduction

Juneau voters have approved two bond ordinances in recent years. First was a [\\$7 million bond for improvements to Centennial Hall, approved in October 2019](#). Second was a [\\$15 million bond for improvements to schools, parks, streets, and energy efficiency of public buildings, approved in October 2020](#). This memo lays out the approach for selling these bonds in the spring of 2021.

One Issuance of Two Bond Approvals

The transactional cost of selling a bond is quite significant, but many of the costs of selling a bond are fixed per issuance—which means that two bonds can be sold together for far less than selling them separately. Hence, it reduces CBJ cost to sell fewer bonds, which is why I recommend that the two approved bonds be sold together as one \$22 million issuance. Additionally, large bond issuances tend to enjoy more preferential market interest rates. Selling the bonds separately, at separate times, remains an option but it increases the total transactional and interest cost considerably.

CBJ to Proceed with Public Bond Sale without Alaska Municipal Bond Bank Authority

Direct placement of the bond with a private bank had been considered as an alternative to a public offering, but CBJ Financial Advisor has advised that a public offering is most likely to offer more competitive pricing, and hence lower borrowing costs. Additionally, direct bank placement generally come with maximum terms of 10 to 12 years.

The Alaska Supreme Court's decision in *Forrer v. State of Alaska* has temporarily suspended the activity of the Alaska Municipal Bond Bank Authority (AMBBA), pending further legal review. As such, CBJ will proceed to issue this bond through a public offering without using the AMBAA as a conduit. This approach will require CBJ to seek an independent credit rating. CBJ intends to use RBC Capital Markets as the underwriter for the sale. The underwriter plays a key role in selling the bond into the public market and will assist CBJ with obtaining a suitable credit rating.

Timing of Legislation and Sale

It appears that some of the school, park, and street projects will be ready to go out to bid as early as April 2020 with construction to begin as soon as the bid is awarded. Delaying the bond issuance would prevent those projects from advancing in the community. The current plan for Centennial Hall is not as time sensitive, but some of project components (HVAC improvements, for example) could go out to bid and be ready for construction this summer. Hence, I recommend that the Assembly target the following schedule for the bond issuance:

- | | | |
|---|---------------------|---|
| 1. Introduction of the Bond Ordinance | February 8 | |
| 2. Public Hearing of the Bond Ordinance | March 1 | |
| 3. Interest Rate Resolution | March 22 or April 5 | |
| 4. Market Pricing/Sale | Mid-April | |
| 5. Closing | Mid-May | <i>funds available shortly thereafter</i> |

Debt Structure and Term

The Assembly has expressed a desire to limit the impact of these debt issuances on the Debt Service Mill Rate in the near term. As the Assembly is aware, CBJ's total indebtedness declines precipitously between FY2022 and FY2026. Hence, a significant amount of "debt capacity" exists in the following years after FY2025. But the near term picture is less attractive—particularly considering the unpredictable burden of the state's failure to reimburse school bond debt.

I have worked with our Financial Advisor on options for a debt repayment structure that would have CBJ pay *interest only* on the bond debt for the first three to four years of the repayment period. These strategies delay principal payment until later in the repayment schedule. Effectively, CBJ would pay less today and more tomorrow. One of these options may be a sweet spot to take advantage of CBJ's growing debt capacity in future years while limiting the near-term impact. Note that longer term bonds and interest-only arrangements will result in higher interest costs over the life of the bond repayment. Our Financial Advisor has modeled the debt service costs of 10-year, 15-year, and 20-year terms with interest only payments for the first three to four years.

	10 Year Term	15 Year Term	20 Year Term
Total Principal Payments	22,000,000	22,000,000	22,000,000
Total Interest Payments	1,911,439	4,539,994	7,608,950
Total Debt Service	23,911,439	26,539,994	29,608,950
All-in True Interest Cost %	1.23%	1.98%	2.47%

The impact on the forecast Debt Service Mill Rate is captured on the attached table and chart. CBJ's Financial Advisor continues to refine this approach, and they will make adjustments as necessary.

2% Increase to Hotel Bed Tax Intended to Pay Cost of Centennial Hall Debt

The preceding discussion of the \$7 million Centennial Hall bond ignores an important nuance of the originally intended repayment strategy.

Juneau voted in October 2019 on three ballot measures:

- 1.) Temporary 2% increase to the Hotel Bed Tax
- 2.) \$7 million general obligation bond for Centennial Hall
- 3.) \$4.5 million grant for a new Juneau Arts and Culture Center (JACC)

Measures #1 and #2 both passed, and #3 failed. Hence, Hotel Bed Tax was temporarily increased from 7% to 9% starting January 1, 2020. At the time, it was estimated that the additional 2% would generate approximately \$440,000 annually. This amount of collections was estimated to be sufficient to fund the majority of the debt service on the \$7 million bond repayment. However, that increase to the tax went into effect just months before the pandemic decimated Hotel Bed Tax receipts overall. This [memo from the April 8, 2020 Assembly Finance Committee meeting](#) discussed how the Assembly could balance the demand for Hotel Bed Tax receipts in the FY2021 budget. The Assembly accepted staff recommendations, and no Hotel Bed Tax funds were allocated in FY2021 for Centennial Hall debt or renovation.

It is likewise unlikely that sufficient Hotel Bed Tax receipts will be generated in FY2022 to allow the temporary 2% receipts to be expended on Centennial Hall debt. However, Hotel Bed Tax receipts will eventually normalize. One might reasonably forecast that the full recovery of Juneau visitation (and overnight lodging) will be slow, but should occur within the next several years. Eventually, as visitation normalize, the Assembly will be able to use the temporary 2% tax to subsidize the Debt Service Fund, which would reduce the required Debt Service Mill Rate.

For the purpose of the simplicity of the attached calculations, I have excluded any consideration of this subsidy from the 2% temporary increase to the Hotel Bed Tax. Just know that in future years, some amount of these receipts will be available to assist with debt repayment, which can effectively reduce the required Debt Service

Mill Rate.

Recommendation

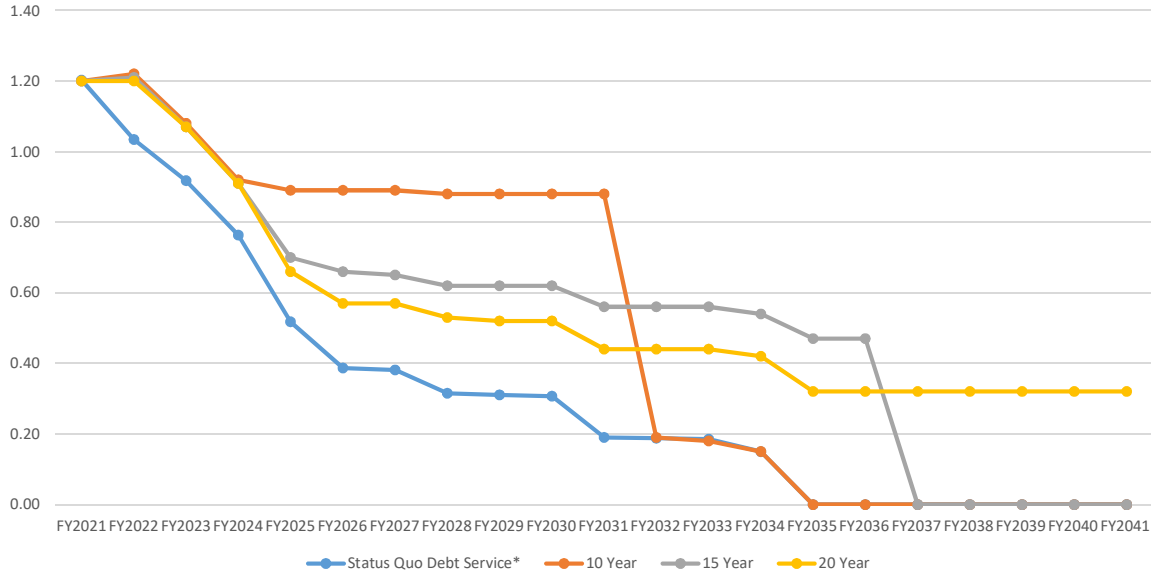
I recommend that the Assembly Finance Committee refer Ordinance 2021-02 to the full Assembly for introduction on February 8 and set it for public hearing on March 1st. Based on feedback from the Finance Committee at its meeting on February 3, staff will adjust the debt structure and term as needed.

2021 Bond Issuance
Analysis of Loan Term based on Impact on Debt Service Mill Rate

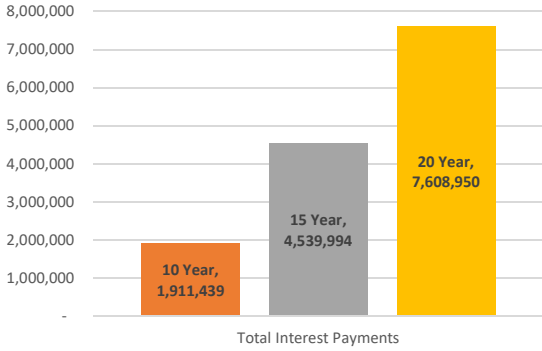
Status Quo Forecast				10 Year			15 Year			20 Year		
Fiscal Year	Forecast Valuation	Status Quo Debt Service*	Forecast DS Mill Rate	New Debt Service	Add. DS Mill Rate	Total DS Mill Rate	New Debt Service	Add. DS Mill Rate	Total DS Mill Rate	New Debt Service	Add. DS Mill Rate	Total DS Mill Rate
FY2021	5,120,417,119	6,155,501	1.20		0.00	1.20		0.00	1.20		0.00	1.20
FY2022	5,120,417,119	5,295,848	1.03	929,389	0.18	1.22	884,444	0.17	1.21	856,000	0.17	1.20
FY2023	5,197,223,376	4,769,037	0.92	836,450	0.16	1.08	796,000	0.15	1.07	770,400	0.15	1.07
FY2024	5,275,181,726	4,026,410	0.76	836,450	0.16	0.92	796,000	0.15	0.91	770,400	0.15	0.91
FY2025	5,354,309,452	2,770,285	0.52	2,011,450	0.38	0.89	986,000	0.18	0.70	770,400	0.14	0.66
FY2026	5,434,624,094	2,101,885	0.39	2,719,450	0.50	0.89	1,463,400	0.27	0.66	1,005,400	0.18	0.57
FY2027	5,516,143,456	2,101,760	0.38	2,787,250	0.51	0.89	1,501,400	0.27	0.65	1,031,000	0.19	0.57
FY2028	5,598,885,607	1,766,135	0.32	3,183,500	0.57	0.88	1,709,400	0.31	0.62	1,177,500	0.21	0.53
FY2029	5,682,868,891	1,765,385	0.31	3,254,750	0.57	0.88	1,750,150	0.31	0.62	1,201,000	0.21	0.52
FY2030	5,768,111,925	1,770,885	0.31	3,326,000	0.58	0.88	1,786,400	0.31	0.62	1,227,250	0.21	0.52
FY2031	5,854,633,604	1,114,135	0.19	4,026,750	0.69	0.88	2,163,150	0.37	0.56	1,486,000	0.25	0.44
FY2032	5,942,453,108	1,116,135	0.19		0.00	0.19	2,208,150	0.37	0.56	1,515,500	0.26	0.44
FY2033	6,031,589,904	1,115,635	0.18		0.00	0.18	2,246,900	0.37	0.56	1,541,500	0.26	0.44
FY2034	6,122,063,753	914,850	0.15		0.00	0.15	2,394,400	0.39	0.54	1,644,000	0.27	0.42
FY2035	6,213,894,709	-	0.00		0.00	0.00	2,905,800	0.47	0.47	1,995,000	0.32	0.32
FY2036	6,307,103,130	-	0.00		0.00	0.00	2,948,400	0.47	0.47	2,025,200	0.32	0.32
FY2037	6,401,709,677	-	0.00		0.00	0.00		0.00	0.00	2,056,800	0.32	0.32
FY2038	6,497,735,322	-	0.00		0.00	0.00		0.00	0.00	2,084,600	0.32	0.32
FY2039	6,595,201,352	-	0.00		0.00	0.00		0.00	0.00	2,118,600	0.32	0.32
FY2040	6,694,129,372	-	0.00		0.00	0.00		0.00	0.00	2,148,400	0.32	0.32
FY2041	6,794,541,313	-	0.00		0.00	0.00		0.00	0.00	2,184,000	0.32	0.32
Total Principal Payments				22,000,000			22,000,000			22,000,000		
Total Interest Payments				1,911,439			4,539,994			7,608,950		
Total Debt Service				23,911,439			26,539,994			29,608,950		
All-in True Interest Cost %				1.23%			1.98%			2.47%		

**Status Quo Debt Service amount assumes that School Bond Debt will be reimbursed at 100% or Assembly will fund any unreimbursed school debt with general funds*

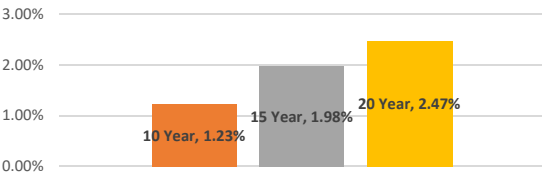
Debt Service Mill Rate Forecast Status Quo vs. New \$22 million Bond (10, 15, 20 year terms)



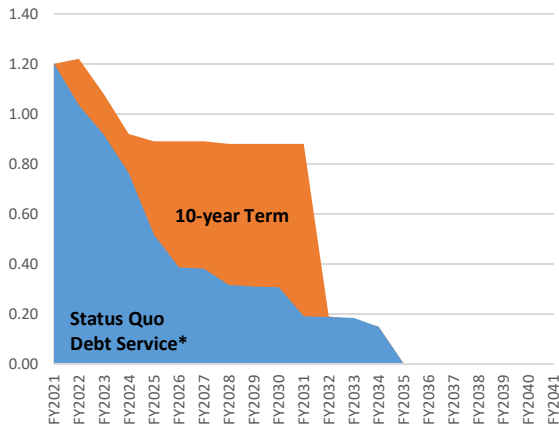
Total *New* Interest Payments



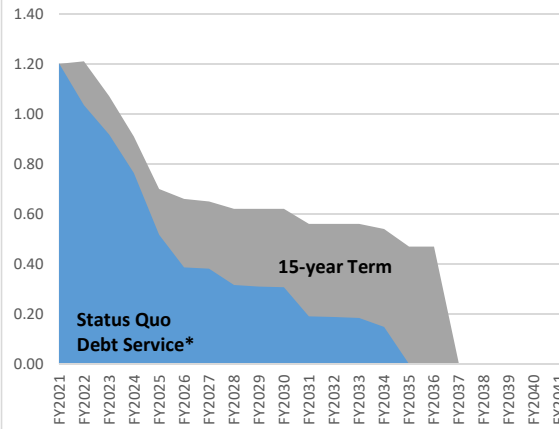
All-in True Interest Rate %



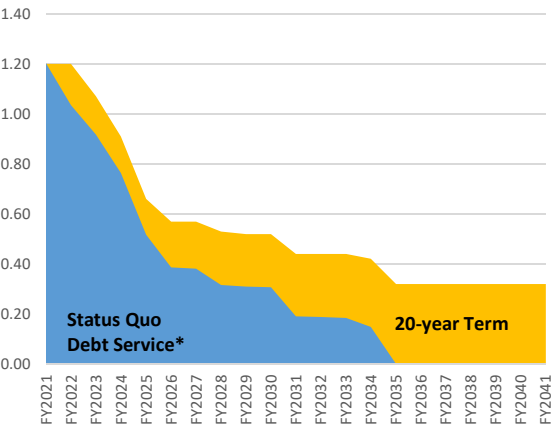
Forecast DS Mill Rate - 10 year term



Forecast DS Mill Rate - 15 year term



Forecast DS Mill Rate - 20 year term



City and Borough of Juneau Historical General Government Debt Service FY98 - FY20

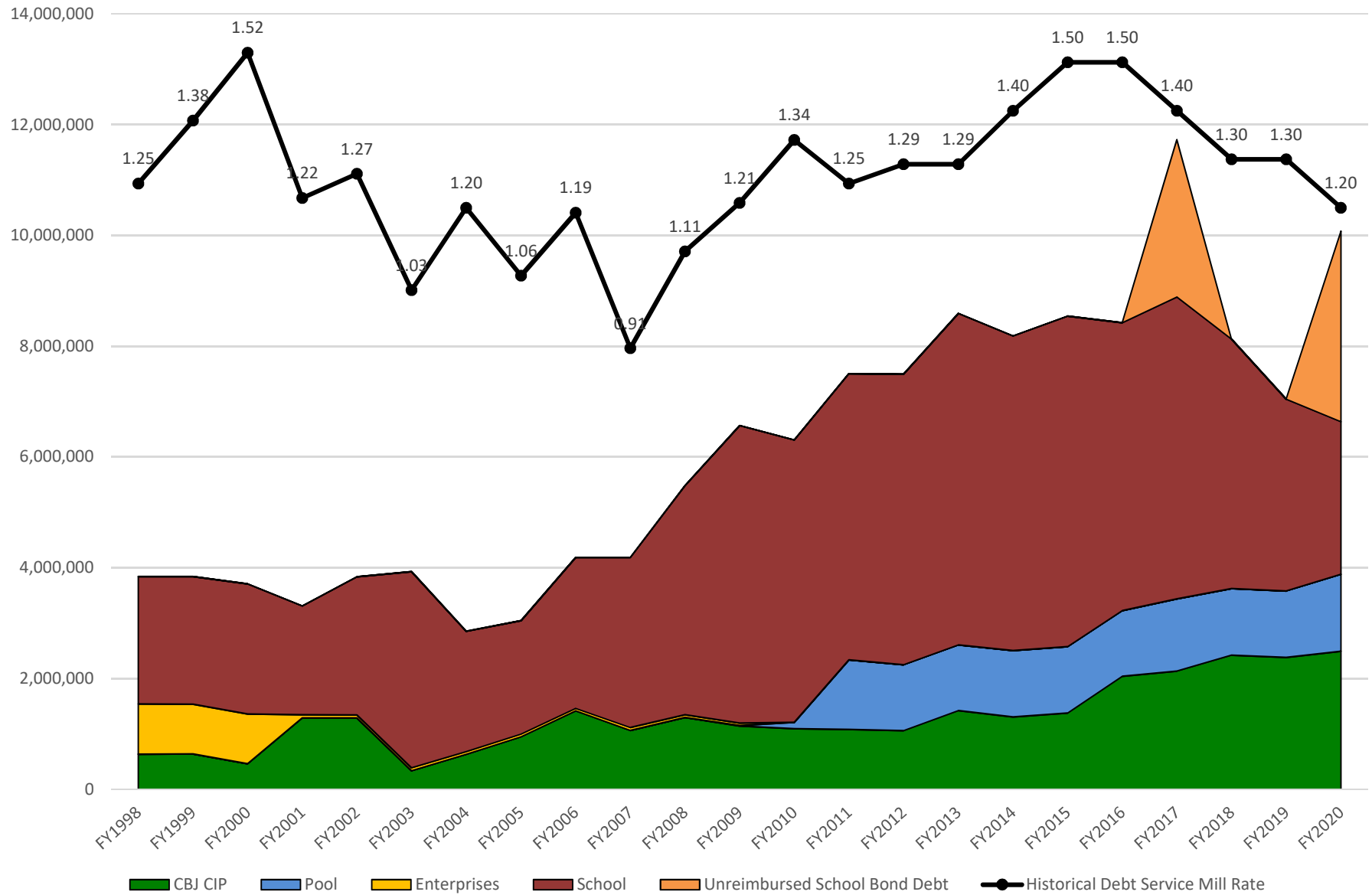


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Rates as of 1/27/2021 + 25 bps cushion
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SOURCES AND USES OF FUNDS

City and Borough of Juneau
New Money GO Bonds - Series 2021 (Wrap Around Existing DS)
Rates as of 1/27/2021 + 25 bps cushion
15 Year Term

Sources:

Bond Proceeds:	
Par Amount	17,615,000.00
Premium	4,574,887.45
	22,189,887.45

Uses:

Project Fund Deposits:	
Project Fund	22,000,000.00
Delivery Date Expenses:	
Cost of Issuance	100,000.00
Underwriter's Discount	
	88,075.00
	188,075.00
Other Uses of Funds:	
Additional Proceeds	1,812.45
	22,189,887.45

BOND PRICING

City and Borough of Juneau
New Money GO Bonds - Series 2021 (Wrap Around Existing DS)
Rates as of 1/27/2021 + 25 bps cushion
15 Year Term

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>	<i>Yield to Maturity</i>	<i>Call Date</i>	<i>Call Price</i>	<i>Premium (-Discount)</i>
Bond Component:									
	06/01/2025	190,000	4.000%	0.630%	113.654				25,942.60
	06/01/2026	675,000	4.000%	0.710%	116.484				111,267.00
	06/01/2027	740,000	5.000%	0.810%	124.932				184,496.80
	06/01/2028	985,000	5.000%	0.950%	127.783				273,662.55
	06/01/2029	1,075,000	5.000%	1.100%	130.182				324,456.50
	06/01/2030	1,165,000	5.000%	1.230%	132.398				377,436.70
	06/01/2031	1,600,000	5.000%	1.340%	134.499				551,984.00
	06/01/2032	1,725,000	5.000%	1.430%	133.495 C	1.682%	06/01/2031	100.000	577,788.75
	06/01/2033	1,850,000	5.000%	1.500%	132.720 C	1.953%	06/01/2031	100.000	605,320.00
	06/01/2034	2,090,000	4.000%	1.740%	120.869 C	2.163%	06/01/2031	100.000	436,162.10
	06/01/2035	2,685,000	4.000%	1.800%	120.253 C	2.310%	06/01/2031	100.000	543,793.05
	06/01/2036	2,835,000	4.000%	1.840%	119.844 C	2.424%	06/01/2031	100.000	562,577.40
17,615,000									4,574,887.45

Dated Date	04/21/2021	
Delivery Date	04/21/2021	
First Coupon	12/01/2021	
Par Amount	17,615,000.00	
Premium	4,574,887.45	
Production	22,189,887.45	125.971544%
Underwriter's Discount	-88,075.00	-0.500000%
Purchase Price	22,101,812.45	125.471544%
Accrued Interest		
Net Proceeds	22,101,812.45	

BOND SUMMARY STATISTICS

City and Borough of Juneau
New Money GO Bonds - Series 2021 (Wrap Around Existing DS)
Rates as of 1/27/2021 + 25 bps cushion
15 Year Term

Dated Date	04/21/2021
Delivery Date	04/21/2021
First Coupon	12/01/2021
Last Maturity	06/01/2036
Arbitrage Yield	1.507532%
True Interest Cost (TIC)	1.933177%
Net Interest Cost (NIC)	2.208356%
All-In TIC	1.982197%
Average Coupon	4.440909%
Average Life (years)	11.409
Weighted Average Maturity (years)	11.357
Duration of Issue (years)	9.346
Par Amount	17,615,000.00
Bond Proceeds	22,189,887.45
Total Interest	8,924,994.44
Net Interest	4,438,181.99
Total Debt Service	26,539,994.44
Maximum Annual Debt Service	2,948,400.00
Average Annual Debt Service	1,756,323.16
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	125.471544

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>	<i>PV of 1 bp change</i>
Bond Component	17,615,000.00	125.972	4.441%	11.409	17,423.40
	17,615,000.00			11.409	17,423.40

	<u>TIC</u>	<u>All-In TIC</u>	<u>Arbitrage Yield</u>
Par Value	17,615,000.00	17,615,000.00	17,615,000.00
+ Accrued Interest			
+ Premium (Discount)	4,574,887.45	4,574,887.45	4,574,887.45
- Underwriter's Discount	-88,075.00	-88,075.00	
- Cost of Issuance Expense		-100,000.00	
- Other Amounts			
Target Value	22,101,812.45	22,001,812.45	22,189,887.45
Target Date	04/21/2021	04/21/2021	04/21/2021
Yield	1.933177%	1.982197%	1.507532%

BOND DEBT SERVICE

City and Borough of Juneau
New Money GO Bonds - Series 2021 (Wrap Around Existing DS)
Rates as of 1/27/2021 + 25 bps cushion
15 Year Term

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
06/30/2022			884,444.44	884,444.44
06/30/2023			796,000.00	796,000.00
06/30/2024			796,000.00	796,000.00
06/30/2025	190,000	4.000%	796,000.00	986,000.00
06/30/2026	675,000	4.000%	788,400.00	1,463,400.00
06/30/2027	740,000	5.000%	761,400.00	1,501,400.00
06/30/2028	985,000	5.000%	724,400.00	1,709,400.00
06/30/2029	1,075,000	5.000%	675,150.00	1,750,150.00
06/30/2030	1,165,000	5.000%	621,400.00	1,786,400.00
06/30/2031	1,600,000	5.000%	563,150.00	2,163,150.00
06/30/2032	1,725,000	5.000%	483,150.00	2,208,150.00
06/30/2033	1,850,000	5.000%	396,900.00	2,246,900.00
06/30/2034	2,090,000	4.000%	304,400.00	2,394,400.00
06/30/2035	2,685,000	4.000%	220,800.00	2,905,800.00
06/30/2036	2,835,000	4.000%	113,400.00	2,948,400.00
	17,615,000		8,924,994.44	26,539,994.44

BOND DEBT SERVICE

City and Borough of Juneau
New Money GO Bonds - Series 2021 (Wrap Around Existing DS)
Rates as of 1/27/2021 + 25 bps cushion
15 Year Term

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
12/01/2021			486,444.44	486,444.44	
06/01/2022			398,000.00	398,000.00	
06/30/2022					884,444.44
12/01/2022			398,000.00	398,000.00	
06/01/2023			398,000.00	398,000.00	
06/30/2023					796,000.00
12/01/2023			398,000.00	398,000.00	
06/01/2024			398,000.00	398,000.00	
06/30/2024					796,000.00
12/01/2024			398,000.00	398,000.00	
06/01/2025	190,000	4.000%	398,000.00	588,000.00	
06/30/2025					986,000.00
12/01/2025			394,200.00	394,200.00	
06/01/2026	675,000	4.000%	394,200.00	1,069,200.00	
06/30/2026					1,463,400.00
12/01/2026			380,700.00	380,700.00	
06/01/2027	740,000	5.000%	380,700.00	1,120,700.00	
06/30/2027					1,501,400.00
12/01/2027			362,200.00	362,200.00	
06/01/2028	985,000	5.000%	362,200.00	1,347,200.00	
06/30/2028					1,709,400.00
12/01/2028			337,575.00	337,575.00	
06/01/2029	1,075,000	5.000%	337,575.00	1,412,575.00	
06/30/2029					1,750,150.00
12/01/2029			310,700.00	310,700.00	
06/01/2030	1,165,000	5.000%	310,700.00	1,475,700.00	
06/30/2030					1,786,400.00
12/01/2030			281,575.00	281,575.00	
06/01/2031	1,600,000	5.000%	281,575.00	1,881,575.00	
06/30/2031					2,163,150.00
12/01/2031			241,575.00	241,575.00	
06/01/2032	1,725,000	5.000%	241,575.00	1,966,575.00	
06/30/2032					2,208,150.00
12/01/2032			198,450.00	198,450.00	
06/01/2033	1,850,000	5.000%	198,450.00	2,048,450.00	
06/30/2033					2,246,900.00
12/01/2033			152,200.00	152,200.00	
06/01/2034	2,090,000	4.000%	152,200.00	2,242,200.00	
06/30/2034					2,394,400.00
12/01/2034			110,400.00	110,400.00	
06/01/2035	2,685,000	4.000%	110,400.00	2,795,400.00	
06/30/2035					2,905,800.00
12/01/2035			56,700.00	56,700.00	
06/01/2036	2,835,000	4.000%	56,700.00	2,891,700.00	
06/30/2036					2,948,400.00
	17,615,000		8,924,994.44	26,539,994.44	26,539,994.44

BOND SOLUTION

City and Borough of Juneau
New Money GO Bonds - Series 2021 (Wrap Around Existing DS)
Rates as of 1/27/2021 + 25 bps cushion
15 Year Term

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Total Adj Debt Service</i>	<i>Revenue Constraints</i>	<i>Unused Revenues</i>	<i>Debt Serv Coverage</i>
06/30/2021						
06/30/2022		884,444	884,444		-884,444	
06/30/2023		796,000	796,000		-796,000	
06/30/2024		796,000	796,000		-796,000	
06/30/2025	190,000	986,000	986,000	2,102,137	1,116,137	213.19844%
06/30/2026	675,000	1,463,400	1,463,400	2,843,623	1,380,223	194.31618%
06/30/2027	740,000	1,501,400	1,501,400	2,917,931	1,416,531	194.34731%
06/30/2028	985,000	1,709,400	1,709,400	3,328,851	1,619,451	194.73797%
06/30/2029	1,075,000	1,750,150	1,750,150	3,406,026	1,655,876	194.61336%
06/30/2030	1,165,000	1,786,400	1,786,400	3,478,097	1,691,697	194.69866%
06/30/2031	1,600,000	2,163,150	2,163,150	4,213,582	2,050,432	194.78915%
06/30/2032	1,725,000	2,208,150	2,208,150	4,291,497	2,083,347	194.34809%
06/30/2033	1,850,000	2,246,900	2,246,900	4,373,112	2,126,212	194.62868%
06/30/2034	2,090,000	2,394,400	2,394,400	4,656,228	2,261,828	194.46325%
06/30/2035	2,685,000	2,905,800	2,905,800	5,654,644	2,748,844	194.59853%
06/30/2036	2,835,000	2,948,400	2,948,400	5,739,464	2,791,064	194.66368%
06/30/2037				5,825,556	5,825,556	
06/30/2038				5,912,939	5,912,939	
06/30/2039				6,001,633	6,001,633	
06/30/2040				6,091,658	6,091,658	
06/30/2041				6,183,033	6,183,033	
	17,615,000	26,539,994	26,539,994	77,020,009	50,480,014	

Presented by: HRC
Presented: 02/08/2021
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-04

An Ordinance Related to CBJ Marijuana Licenses.

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

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City and Borough of Juneau Municipal Code.

Section 2. Amendment of Section. CBJ 49.65.1220 Term of license; renewal, is amended to read:

49.65.1220 Term of license; renewal.

- (a) No license granted or issued under any of the provisions of this title shall be in any manner assignable or transferable.
- (b) Licenses are valid only as long as the applicant holds a current license from the state and is in compliance with the applicable conditional use permit.
- (c) Licenses issued under this chapter are effective from the date of issuance through December 31 of the same year.
- (d) In order to be eligible for renewal, a licensee must submit proof of inspection by the department or the department's designees for compliance with this chapter and any applicable permit. The licensee shall schedule the inspection no later than 60 days prior to the annual expiration of the license.

- (e) Licenses shall automatically renew on January 1, conditional upon the timely remittance of the annual license fee, no outstanding corrective orders or enforcement actions, and proof of inspection. Failure to timely remit proof of inspection or the annual license fee shall result in the license expiring and will require a new license application.

Section 3. Amendment of Section. CBJ 49.65.1225 Corrective orders, is amended to read:

49.65.1225 Corrective orders.

- (a) The director may issue a corrective order whenever a licensee:
- (1) Has violated any provision of this chapter;
 - (2) Has relinquished legal control of the licensed establishment to any other person;
 - (3) Has failed, refused or neglected to comply with any provision of the license issued under this chapter, any conditional use permit issued for the marijuana establishment, or any provision of Alaska Statute Chapter 17.38 or regulations adopted pursuant to that chapter;
 - (4) Is delinquent in the remittance of any sales tax or penalty or interest on sales tax arising out of the operation of the licensed premises;
 - (5) Has delinquent property taxes or local improvement district assessments or penalty or interest thereon arising out of real or personal property owned in whole or in part by any person named in the application as an applicant or on the permit which is to be continued where such property is used, or is to be used, in whole or in part in the business conducted or to be conducted under the license;

(6) Has a delinquent charge or assessment owing the City and Borough by the licensee for a municipal service provided for the benefit of the business conducted under the license or for a service or an activity provided or conducted by the municipality at the request of or arising out of an activity of the business conducted under the license;

(7) Is in violation of state or local fire, health, or safety codes; or

(8) Any reason identified by state statute or regulation as appropriate grounds to protest a license.

(b) A corrective order shall be served on the licensee by hand-delivery or certified mail and shall specify:

(1) The provision of the license, state law, or CBJ code that has been violated;

(2) The corrective action, if any, the licensee may take to prevent suspension or revocation of the license, and the time limited for such corrective action, which shall be no earlier than seven days following date of issuance of the corrective order;

(3) Notification of the penalties provided by this title; and

(4) That the licensee may request an informal meeting before the director prior to suspension or revocation of the license in order to allow the licensee to contest the grounds for issuance of the corrective order and to provide the licensee the opportunity to provide information to the director relevant to the grounds for the corrective order.

(c) Based on information timely received from the licensee, or from any other source, the director may amend the terms or conditions of the corrective order, or after consideration of the information provided by the licensee, affirm the corrective order as issued.

Section 4. 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: Manager
Presented: 03/01/2021
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Emergency Ordinance Serial No. 2021-07

An Emergency Ordinance Amending the COVID-19 Travel Mandates in Emergency Ordinance 2021-05.

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, as of February 25, 2021, there have been more than 1286 confirmed cases in the City and Borough of Juneau, of which a substantial percentage are travel related and attributable to community spread; and

WHEREAS, the City & Borough of Juneau Assembly enacted Emergency Ordinance 2021-05 on February 11, 2021, which continued the State of Alaska travel mandates for people arriving into the City & Borough of Juneau and expires at 12:01 a.m. on May 26, 2021, unless terminated earlier by the Assembly by motion or upon the State of Alaska adopting a superseding order; 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.

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. Amendment of Emergency Ordinance 2021-05, Intrastate Travel Order. Emergency Ordinance 2021-05 Section 2, Intrastate Travel Order, is amended by adding the following:

“(E) Exemptions for Fully Vaccinated Individuals:

(1) Fully-vaccinated travelers should follow pre-travel testing protocols, but do not need to follow strict social distancing while they are awaiting test results.

(2) Fully-vaccinated is defined as more than two weeks following receipt of the second dose in a two-dose series, or more than two weeks following receipt of one dose of a single-dose vaccine.”

Section 3. Amendment of Emergency Ordinance 2021-05, International and Interstate Travel Order. Emergency Ordinance 2021-05 Section 3, International and Interstate Travel Order, is amended as follows:

“ ...

(C) Requirements for All Travelers Entering the City and Borough of Juneau: All travelers, Alaska resident and non-residents alike, who are arriving in the City and Borough of Juneau from outside Alaska must comply with one of the following options, with special considerations for Alaska residents outlined in subsection 3(d):

...

(3) No pre-travel molecular-based test for SARS-CoV2: If a non-resident traveler (age 11 or older) arrives in the City and Borough of Juneau without proof of a negative test result or proof of a test taken within 72 hours of departure, they will be required to ~~pay \$250 per~~ test at the airport at no cost. Residents may obtain a **molecular-based test for SARS-CoV2 upon arrival** in the City and Borough of Juneau at no cost.

...”

“(H) Exemptions for Fully Vaccinated Individuals:

(1) Fully-vaccinated travelers should follow pre-travel testing protocols, but do not need to follow strict social distancing while they are awaiting test results.

(2) Fully-vaccinated is defined as more than two weeks following receipt of the second dose in a two-dose series, or more than two weeks following receipt of one dose of a single-dose vaccine.”

Section 4. Amendment of Emergency Ordinance 2021-05, Critical Infrastructure Order. Emergency Ordinance 2021-05 Section 5, Critical Infrastructure Order, is amended by adding the following:

“(G) Exemptions for Fully Vaccinated Individuals:

(1) Fully-vaccinated travelers should follow pre-travel testing protocols, but do not need to follow strict social distancing while they are awaiting test results.

(2) Fully-vaccinated is defined as more than two weeks following receipt of the second dose in a two-dose series, or more than two weeks following receipt of one dose of a single-dose vaccine.”

Section 5. Effective Date. This ordinance shall be effective immediately upon adoption.

Adopted this ____ day of March, 2021.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

REGULATIONS OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Amendment of Title 05, Chapter 10 WATERFRONT SALES

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 10.060 Loading permits, is amended to read:

05 CBJAC 10.060 Loading permits.

...

(c) Loading zone rules.

- (1) No signs are allowed in the loading zone.
- (2) Loading zone permits shall be prominently displayed in the lower right corner of the front windshield of the vehicle, or as specified by the director.
- (3) No person shall sell or solicit the sale of any goods or services in any loading zone.
- (4) Goods and passengers shall be staged at loading zones so as to minimize vehicular standing time. No vehicle shall be present in a loading zone except as reasonably necessary for loading or unloading goods or passengers.
- (5) The driver of a vehicle must remain in the driver's seat unless assisting in the loading or unloading of passengers or luggage in the immediate vicinity of the vehicle. No driver may leave a vehicle unattended in a loading zone for any period of time.
- (6) "A" loading zones.
 - (A) Vehicles greater than 27 feet in overall length ~~containing 18 or more passenger seats~~ may be operated only in loading zones marked "A."
 - (B) Permittees using "A" loading zones shall submit a schedule of all cruise ships they will be meeting. For each meeting, permittees must use the "A" loading zone closest to the terminal or lightering dock designated on the schedule. Permittees may not depart from the schedule unless approval is obtained from the director at least 24 hours in advance. Approval shall be contingent upon the impact of changes upon other permittees, users of the park, and traffic conditions.

- (7) "B" loading zones. Vehicles 27 feet or less in overall length ~~containing fewer than 18 passenger seats~~ may be operated only in loading zones marked "B."
- (8) A vehicle without the appropriate permit may use a loading zone as necessary for a health or safety emergency. Such use shall be the minimum necessary to resolve the emergency.

...

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 January 29, 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: 2/25/2021

Carl J. Uchytel
Carl Uchytel
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: 2/25/2021

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



MEMORANDUM

DATE: February 26, 2021

TO: Mayor Weldon and City and Borough of Juneau Assembly

THROUGH: Rorie Watt, City Manager

FROM: Katie Koester, Engineering & Public Works Director

SUBJECT: Potential State Bond - 2021 Legislative Priority List

Attached you will find a list of Potential State Bond / 2021 Legislative Priorities. This list been through the committee process listed below, with Docks and Harbors recommending the addition of Aurora Harbor Phase III and North Douglas Launch Ramp Expansion at their January 28th meeting. The Planning Commission forwarded the attached letter with comments on projects prompting the addition of Second Channel Crossing. After conversation with the local delegation, the City Manager added the last 4 projects (Pederson Hill, Hut to Hut Cabins, Auke Bay Breakwater, and Auke Bay Passenger for Hire) to give our elected officials a wide breadth of projects to work from when advocating on behalf of the community. In general, the list consists of long-term projects that CBJ has on the horizon, versus the deferred maintenance and infrastructure repair that dominate the Capital Improvement Plan. The list is in no priority order. Upon Assembly approval, the projects will be finalized in the Legislative CAPSIS system with additional project detail.

Public Process:

February 1, 2021: PWFC first review

January 28, 2021: Dock and Harbors

February 22, 2021: PWFC second review

February 23, 2021: Planning Commission review

February 26, 2021: Planning Commission CIP Committee

March 1, 2021: Assembly review and approval

Recommendation:

Discuss projects, amend as desired, and approve.

Potential State Bond- 2021 Legislative Priority List (2.26.21 draft)

<u>Project Name:</u>	<u>Purpose:</u>	<u>Amount:</u>	<u>Goal:</u>
Lemon Creek Bike Path	Design, Permitting, Property	\$250K	Advance Long Goal of a New Non-Motorized Route
Waterfront Juneau Douglas City Museum	Partial Funding	\$1M	Reduce CBJ Operating Cost, Expand Capital Campus
North State Office Building Parking	Partial Funding	\$5M	State/legislative Parking, Auke District infill Development
Telephone Hill	Site work	\$2M	Prepare for Redevelopment
New City Hall	Partial Funding	\$5M	Reduce CBJ Operating Cost, Free up/create housing
Centennial Hall Expansion	Partial Funding	\$5M	Support convention and visitor economy
West Douglas Extension	Future Development	\$3M	Long Term Development Support
Auke Bay Seawalk	Design, Permitting, Property	\$250K	Improve Non-Motorized Route
Car Crusher	Purchase, Installation	\$750K	Improve Junk Vehicle Management & Recycling
Aurora Harbor Phase III	Design, Permitting	\$250K	Replace critical infrastructure and support maritime economy
N. Douglas Launch Ramp Expansion	Permitting	\$250K	Improve safety and expand boating access & transportation
Second Channel Crossing	Economic Impact Analysis and/or PEL Study	\$3M	Economic Development
Pederson Hill Development	Development	\$3M	Increase housing and development opportunities
Bridget Cove Cabin	Construction	\$85	Increase recreational opportunities and stimulate economic development
Auke Bay New Breakwater	Match Potential Federal Funding	\$5M	Increase Moorage and Renovate old Economic Development
Auke Bay Passenger for Hire Facility Phase 3	Construction of Uplands	\$3M	Separate commercial tourism actives from personal use



Planning Commission

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

Date: February 26, 2021

From: Michael LeVine, Chair
Planning Commission

To: CBJ Assembly

Subject: Planning Commission Review, 2021 Legislative Priority List

BACKGROUND

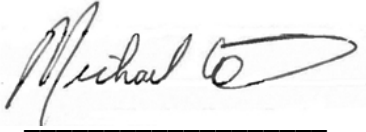
The CBJ Planning Commission reviewed the draft list of Legislative priorities at its February 23, 2021 regular meeting.

The following comments and recommendations summarize the discussion from that meeting:

1. The list was generally seen as positive -- reflecting a good cross-section of Juneau projects with very beneficial community outcomes.
2. The Lemon Creek Bike Path study was appreciated, given its direct Area Plan and Non-Motorized plan links, and lack of other recent CBJ projects for Lemon Creek.
3. The New City Hall project was complimented as valuable to reducing CBJ operating costs and potentially freeing up significant housing inventory downtown.
4. The West Douglas Road Extension was discussed, and it was recommended that the project be linked with a parallel emphasis on a Second Channel Crossing. In the absence of the second crossing, planned elements intended for West Douglas, such as a deep water port, would have limited utility. The Planning Commission recommended that the Legislative Priority List include a request for both items, given their functional linkage.
5. There was a general lack of understanding about the North Douglas Boat Ramp Expansion, particularly given its large projected price tag at \$20,000,000. If it has not already occurred, the Commission recommends that this project be evaluated as a community priority and expenditure.

Assembly Public Works and Facilities Committee
CIP Recommendations
February 25, 2121
Page 2 of 2

Sincerely,

A handwritten signature in black ink, appearing to read "Michael", followed by a large, stylized loop or flourish.

Michael Levine, Chair
Planning Commission



Engineering & Public Works Department

Marine View Building, Juneau, AK 99801

907-586-5254 <phone>

MEMORANDUM

DATE: February 26, 2021

TO: Mayor Weldon and City and Borough of Juneau Assembly

FROM: Chair Hale and City and Borough of Juneau Public Works and Facilities Committee

SUBJECT: PWFC Action Items to Advance 2021 Assembly Goals

At the February 22nd Regular Meeting, the Public Works and Facilities Committee approved the attached list of action items to advance the 2021 Assembly Goals that fell within the purview of the committee. This list came about through the work of multiple committee meetings and a worksession held on February 8, 2021 where Juneau Commission on Sustainability Chair Keiser was invited to participate.

The intent of this list is to break down the Assembly Goals into manageable first steps; it is by no means an exhaustive list of what can or should be done, or even what may already be in the works. However, it is an important starting point. An update on these action items will be included as a regular part of the PWFC meeting agenda to provide an opportunity to check in with the committee, share information, and get necessary direction.

Recommendation: Informational Item

Enc: PWFC Action Items to Advance 2021 Assembly Goals

PWFC Action Items to Advance 2021 Assembly Goals

Category	Assembly Goal	Action Item
3. Sustainable Budget and Organization – Assure that CBJ is able to deliver services in a cost efficient and effective manner that meets the needs of the community.	<u>3a. Maintain Assembly focus on deferred maintenance including BRH and JSD;</u> Responsibility: Assembly, Manager's Office, E&PW, all operating departments with facilities Notes: Short-term	1. Bond package funds many maintenance projects, including JSD
		2. BRH deferred maintenance efforts supported by Assembly with annual appropriation and staff
		3. Communicate through the CIP process how energy efficiency and costs savings over the life of the project are taken into consideration as project criteria
	<u>3f. Examine life cycle costs of CBJ facilities including city hall.</u> Responsibility: Assembly, Manager's Office, E&PW Notes: Short term	1. Update internal working document on deferred maintenance for CBJ facilities (excluding BRH and JSD) and present to committee

PWFC Action Items to Advance 2021 Assembly Goals

Category	Assembly Goal	Action Item
5. Sustainable Community – Juneau will maintain a resilient social, economic, and environmental habitat for existing population and future generations.	<u>5a. Develop strategy to measure, track and reduce CBJ energy consumption.</u> Responsibility: Assembly, Manager's Office, E&PW Notes: Short term	1. Measure/track: Develop a dashboard using procurement data on how much fuel/ electricity CBJ uses 2. Analyze the past energy consumption and track future consumption of one or two facilities that are scheduled for energy efficiency improvements with the recently passed bond package to be able to demonstrate the savings and impact
	<u>5b. Make a long term plan to achieve reliance on 80% renewable energy sources by 2045</u> Responsibility: Assembly, Manager's Office, E&PW Notes: Short term	1. Task JCOS with developing a strategy to examine community wide energy use and report back to the committee with a request for proposal for some level of technical assistance
	<u>5c. Develop climate change adaptation plan</u> Responsibility: Assembly, Manager's Office Notes: Short term	1. Have committee review revisions to the <u>2007 Juneau Climate Change Report</u> due out spring of 2021 that identifies climate hazards, impact of hazards and mitigation measures. Task JCOS with community outreach and education on report
	<u>5d. Develop solid waste strategy including plans to increase recycling and deal with abandoned/junked vehicles.</u> Responsibility: Assembly, Manager's Office, E&PW, JPD Notes: Long term	1. Update to the Committee of the Whole on current solid waste situation in Juneau, history of CBJ research and analysis of the issue, and potential next steps (Presentation on 2.22.21)

Presented by: Mayor Weldon
Presented: 02/11/2021
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Emergency Ordinance Serial No. 2021-05(b)

An Emergency Ordinance Mandating COVID-19 Testing or Quarantine for Interstate, Intrastate, and International Travelers Arriving in the City and Borough of Juneau.

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, as of February 3, 2021, there have been more than 1200 confirmed cases in the City and Borough of Juneau, of which a substantial percentage are travel related and attributable to community spread; and

WHEREAS, Alaska continues to experience a substantial increase in COVID-19 cases with multiple community regions currently at a high alert level, including Juneau vacillating between the high and moderate level; and

WHEREAS, the State of Alaska initially issued Health Alert 10 on March 13, 2020 (interstate and international travel), and initially issued Health Mandate 18 on June 5, 2020 (intrastate travel); and

WHEREAS, such travel mandates have been revised since initially adopted but remained in effect, most recently as Health Order 6 (International and Interstate Travel) and Health Order 8 (Intrastate Travel); and

WHEREAS, the State of Alaska declaration of a public health disaster emergency in response to COVID-19 expires on February 14, 2021, and there is great uncertainty whether the Legislature will adopt legislation to extend it (i.e. S.B. 56); and

WHEREAS, the City and Borough of Juneau has the authority to implement temporary local travel orders relating to air and sea travel to Juneau to protect the health of all people living in and traveling to the community.

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. Intrastate Travel Order. (Previously known as Health Order 8) The purpose of Section 2, Intrastate Travel Order is to provide clear guidance and requirements for travel between communities located off the Road System or the Alaska Marine Highway System. All travel from a community on the Road System or the Alaska Marine Highway System is subject to the following:

(A) **Less than or equal to 72 hours** – If the traveler is in a community on the Road System or the Alaska Marine Highway System for less than or equal to 72 hours:

(1) Recommend testing for SARS-CoV-2 using a molecular test 5 days after arrival at final destination.

(2) Follow strict social distancing until negative test results are received.

(3) If the traveler does not get a molecular test for SARS-CoV-2, they must follow strict social distancing for 14 days at final destination.

(B) **Greater than 72 hours** – If the traveler is in a community on the Road System or the Alaska Marine Highway System for greater than 72 hours:

(1) Get a molecular test for SARS-CoV-2 within 72 hours prior to travel to a community off the Road System or the Alaska Marine Highway System.

(2) The traveler should not commence travel until a negative test result is received.

(3) If return travel cannot be delayed until the test result is available, the traveler must follow strict social distancing until they receive a negative result.

(4) Five days after arrival at final destination, recommend testing for SARS-CoV-2 using a molecular test, and follow strict social distancing until negative test results are received.

(5) If the traveler does not get a molecular test for SARS-CoV-2, they must follow strict social distancing for 14 days at their final destination.

(C) Anyone who is currently infected with SARS-CoV-2 virus ***must not*** travel until they are cleared from isolation by a medical professional.

(D) Asymptomatic people who have recovered from a documented SARS-CoV-2 infection within the past 90 days are exempt from travel testing.

Section 3. International and Interstate Travel Order. (Previously known as Health Order 6)

(A) **Applicability.** This Order applies to all persons entering the City and Borough of Juneau from outside Alaska, whether resident, worker, or visitor. This Order applies to all forms of travel (land, sea, and air). Children age 10 and under are exempt from the testing requirement. However, untested children traveling with a parent or guardian must remain in the same status for the same duration as the parent/guardian (self-quarantine and/or strict social distancing).

(B) All international and interstate travelers:

(1) Must complete a Travel Declaration Form and a Self-Isolation Plan in the Alaska Travel Portal at www.alaska.covidsecureapp.com.

(2) Any person currently positive with COVID-19 cannot travel to the City and Borough of Juneau until they have been released from isolation, or cleared for travel, by a medical provider or public health agency.

(C) Requirements for All Travelers Entering the City and Borough of Juneau: All travelers, Alaska resident and non-residents alike, who are arriving in the City and Borough of Juneau from outside Alaska must comply with one of the following options, with special considerations for Alaska residents outlined in subsection 3(d):

(1) Pre-travel molecular-based test for SARS-CoV2 with negative results:

The traveler must submit negative test results from a test taken within 72 hours of departure into the Alaska Travel Portal or have proof of a negative test available to show screeners at the airport upon arrival.

(a) All travelers with negative results from tests taken within 72 hours of departure must follow strict social distancing for five days after arrival into Alaska, or until they leave Alaska, whichever occurs first.

(b) A second test taken between five and 14 days after arrival is recommended, but not required

(2) Pre-travel molecular-based test for SARS-CoV2 without results:

The traveler must submit proof of a test taken within 72 hours of departure into the Alaska Travel Portal, or have proof available of having taken a test to show screeners at the airport.

- (a) The traveler must follow strict social distancing until test results arrive.
- (b) The traveler must upload test results to the Alaska Travel Portal when received, regardless if negative or positive.
- (c) All travelers with negative results from tests taken within 72 hours of departure must follow strict social distancing for five days after arrival into City and Borough of Juneau or until they leave City and Borough of Juneau, whichever occurs first.
- (d) A second test taken between five and 14 days after arrival is recommended, but not required.
- (e) If the molecular-based test for SARS-CoV2 result is **positive**, the traveler must remain in self-isolation at their own expense. They must contact the State of Alaska COVID Reporting Hotline (1-877-469-8067) and cannot travel until cleared by Public Health.

(3) **No pre-travel molecular-based test for SARS-CoV2:** If a non-resident traveler (age 11 or older) arrives in the City and Borough of Juneau without proof of a negative test result or proof of a test taken within 72 hours of departure, they will be required to pay \$250 per test at the airport. Residents may obtain a **molecular-based test for SARS-CoV2 upon arrival** in the City and Borough of Juneau at no cost.

- (a) All travelers must follow strict social distancing until test results are available.
- (b) All travelers with negative results from the arrival test must follow strict social distancing for five days after arrival into the City and Borough of Juneau or until they leave the City and Borough of Juneau, whichever occurs first.
- (c) A second test taken between five and 14 days after arrival is recommended, but not required.

(D) Special Considerations for Alaska Residents:

(1) **Quarantine for 14 days after arrival into the City and Borough of Juneau.**

- (a) No test is required; and
- (b) The resident traveler must self-quarantine, at their own expense.

(2) **Travel outside of the State of Alaska for less than 72 hours.**

- (a) No test or quarantine is required.

(b) Resident traveler will self- monitor for 14 days after arrival for any symptoms, even mild ones.

(E) Prior confirmed positive results within 90 days of departure – All Travelers:

(1) No molecular-based test for SARS-CoV2 is required for any traveler, either immediately before travel or upon arrival, if all three of the following conditions are met:

(a) The traveler provides proof of a previously positive result of a molecular-based test for SARS-CoV2 within 90 days of departure; and

(b) The traveler is currently asymptomatic; and

(c) The traveler can provide documentation of recovery from a medical provider or a public health official indicating the traveler has been released from isolation.

(F) Requirements for Critical Infrastructure Workforce (CI) travel:

(1) All workers arriving in the State of Alaska from outside the state as part of the critical infrastructure workforce, as is defined in the Cyber and Infrastructure Security Agency (CISA) “Guidance on the Essential Critical Infrastructure Workforce.”

https://www.cisa.gov/sites/default/files/publications/Version_4.0_CISA_Guidance_on_Essential_Critical_Infrastructure_Workers_FINAL%20AUG%2018v3.pdf, fall under this section and do not qualify for the options listed in subsections (B)-(E).

(2) Arrive with a letter from the employer that:

(a) Identifies the employer and employee by name; and

(b) Details instructions on how the employee must travel to their job site in accordance with the employer’s Community Workforce Protective Plan; and

(c) Confirms the traveler is following the employer’s Community Workforce Protective Plan on file with the State of Alaska that includes testing and/or quarantine provisions.

(3) The categories for the protective plans are below:

(a) Protective Plans pursuant to the *Alaska Essential Services and Critical Infrastructure Order*: Critical infrastructure is vital to keeping Alaska safe, and, as a result, businesses and employees of critical infrastructure industries must take special care to protect their staff and operations during this pandemic.

If your business is included in the Cyber and Infrastructure Security Agency (CISA) “Guidance on the Essential Critical Infrastructure Workforce,” and your workers must travel to enter Alaska, you must submit a plan or protocol for maintaining critical infrastructure to the akcovidplans@ak-prepared.com. This plan must outline how you will avoid the spread of COVID-19 and not

endanger the lives of the communities in which you operate, of others who serve as a part of that infrastructure, or the ability of that critical infrastructure to function.

Companies that have previously submitted plans do not need to submit another; they can proceed under their current plans that have been reviewed by the State.

(b) Arriving commercial fishing vessel crewmembers, independent harvesters, and arriving seafood processing workers, must follow the procedures in Section 5.

(G) Protocol. The City and Borough of Juneau hereby orders that prior to arrival to Juneau, Alaska, from another state or nation, you must do all of the following:

- (1) Read the available information about safely traveling to Alaska.
- (2) Complete the State of Alaska Travel Declaration Form and the Self-Isolation Plan via the Alaska Travel Portal at www.alaska.covidsecureapp.com.
- (3) Resident travelers and non-resident travelers who choose to take a test prior to travel must submit their results or proof of a test taken within 72 hours or have proof available to show airport screeners.
- (4) Travelers who indicate in the Alaska Travel Portal that they will be in Alaska for five days or more will receive a voucher within the Alaska Travel Portal that can be used for an optional second test five to 14 days after arrival. The voucher allows for a free follow up test at airport testing sites.

Section 4. Definitions. The following definitions apply to terms in this ordinance:

“Alaska Marine Highway” is defined as any community served by the Alaska Marine Highway System or the Inter-Island Ferry System. All travelers on Alaska Marine Highway System vessels will follow the travel testing requirements.

“Alaska Resident” *means* providing one of the following accepted forms of proof of Alaska residency for testing at airport:

- (i) Alaska driver’s license or state-issued ID card.
- (ii) Federally recognized Alaska tribal identification card.
- (iii) Active duty military ID card or active duty dependent ID card.
- (iv) Employment verification letter on employer letterhead or school verification letter for in-person schooling stating traveler is moving to Alaska for employment or school.

“Critical Personal Needs” is defined as those needs that are critical to meeting a person’s individual or family needs. Those needs include buying, selling, or delivering groceries and home goods; obtaining fuel for vehicles or residential needs; transporting family members for out-of-home care, essential health needs, or for purposes of child custody exchanges (to include child travelers); receiving essential

health care; providing essential health care to a family member; obtaining other important goods; engaging in subsistence activities; pursuing formal (primary, secondary or collegiate) education or educational research; applying for a job; traveling for voting; and the inspection and maintenance of personal property.

“Critical Infrastructure Workforce” is defined in the Cyber and Infrastructure Security Agency (CISA) “Guidance on the Essential Critical Infrastructure Workforce.” <https://www.cisa.gov/publication/guidance-essential-critical-infrastructure-workforce>

“Isolation” means self-quarantining after you have a positive test result.

“Road System” is defined as any community connected by a road to the Steese, Elliot, Dalton, Seward, Parks, Klondike, Richardson, Sterling, Glenn, Haines, or Top of the World Highways.

“Self-Isolation Plan” means every non-resident traveler entering the state of Alaska will be required to complete a Self-Isolation Plan within the Alaska Travel Portal. This allows travelers to consider their plan for what they will do if their test results return positive while in Alaska.

“Self-quarantine”:

- (i) Self-quarantine is required while waiting for the results of your first molecular-based test for SARS-CoV2.
- (ii) Comply with all rules or protocols related to your self-quarantine as set forth by your hotel or rented lodging (if more restrictive than State of Alaska requirements), if applicable.

“Strict Social Distancing” means:

- (i) Strict social distancing is allowed after you have one negative test result from a test taken within 72 hours of departure or on arrival into Alaska.
- (ii) You may be in an outdoor public place, but you must remain six feet away from anyone not in your immediate household, and you must wear a face covering. You may arrange curbside shopping or have food delivery.
- (iii) You cannot enter restaurants, bars, gyms, community centers, sporting facilities (i.e., ice rinks, gymnasiums, and sports domes), office buildings, and school or daycare facilities. Do not participate in any group activities, including sporting events and practices, weddings, funerals, or other gatherings.
- (iv) This 14-day window can be shortened by receiving a negative result from an optional second molecular-based test for SARS-CoV2 taken between five and 14 days after arrival into Alaska.

Section 5. Critical Infrastructure Order. (Previously known as Health Order 5). The following provisions only apply to critical infrastructure workforce traveling into the City & Borough of Juneau for work.

(A) **Critical Infrastructure Workforce Definition.** See Section 4.

(B) **Community/Workforce Protective Plans.** All private sector Critical Infrastructure Businesses that have staff arriving from outside the State of Alaska, or have staff traveling to or between communities off the road system or Alaska Marine Highway System, are required to submit a Community/Workforce Protective Plan (CWPP) to the Alaska COVID-19 Unified Command. If the Alaska COVID-19 Unified Command lacks authority to receive and process the plan, the protection plan must be submitted to the CBJ Emergency Operation Center.

- (1) Detailed instructions for developing and submitting CWPPs can be found at: <https://covid19.alaska.gov/unified-command/protective-plans/>.
- (2) Private sector Critical Infrastructure Businesses, which do not meet the travel definitions above, are still strongly encouraged to develop a CWPP using the posted instructions, but are not required to submit those plans to the Alaska COVID-19 Unified Command.
- (3) All Federal, State, local, and tribal government entities are expected to establish internal policies for travel, testing and quarantine, but they are not required to submit those policies to the Alaska COVID-19 Unified Command. Government agencies may elect to develop protective plans for contracted businesses to follow. If contracted companies have not been directed to follow a plan developed by the government agency that they are contracted with, they must develop and submit their own plan if they have workers arriving to the State or moving between Alaskan communities.
- (4) School districts must follow the guidance published by the Alaska Department of Education and Early Development (DEED), and submit any required protective plans to DEED at: AKsmartstart2020@alaska.gov. If DEED lacks authority to receive and process the plan, the protection plan must be submitted to the CBJ Emergency Operation Center.
- (5) Arriving or transiting aircrew members employed by interstate or international passenger and cargo air carriers must follow the procedures in the Federal Aviation Administration (FAA) Safety Alert for Operators (SAFO) 20009, dated 29 Sep 2020, and all future revisions. In lieu of a CWPP, interstate and international air carriers are required to submit an affidavit to the Unified Command stating that they will follow the FAA SAFO. Alaska-based air carriers are required to develop and submit a CWPP to the Unified Command. If the Alaska COVID-19 Unified Command lacks authority to receive and process the

affidavit or plan, such documents must be submitted to the CBJ Emergency Operation Center.

(C) Appendix 5-01, Enhanced Protective Measures for Seafood Processing

Workers. Appendix 5-01 to this Order applies to all resident employees and all workers traveling into Alaska to work in a shore-based seafood processing plant or onboard a processor or catcher-processor vessel.

- (1) Seafood processing companies are still required to develop and submit CWPPs using the posted instructions. The protective measures enacted by the company CWPP must meet or exceed the requirements of Appendix 5-01.

(D) Appendix 5-02, Protective Plan for Independent Commercial Fishing Vessels.

Appendix 5-02 of this Order applies to all independent commercial fishing vessels operating in Alaskan waters and ports.

- (1) For the purposes of this Order, “independent commercial fishing vessels” are defined as all catcher and tender vessels that have not agreed to operate under a fleet-wide plan submitted by a company, association, or entity that represents a fleet of vessels.
- (2) Independent commercial fishing vessels operating in Alaskan waters and ports must enact the protective measures and procedures described in Appendix 5-02, the Alaska Protective Plan for Commercial Fishing Vessels. Vessels are not required to develop or submit a stand-alone Community/Workforce Protective Plan. Appendix 5-02 serves as their CWPP.
- (3) Vessel captains must enact controls on their vessel to ensure crewmember compliance with this Health Order and the Appendixes.

(E) Appendix 5-03, Protective Plan for Independent Commercial Fishing

Harvesters. Appendix 5-03 of this Order applies to all independent commercial fishing harvesters who are harvesting catch from Alaskan waters.

- (1) For the purposes of this Order, “independent commercial fishing harvesters” are defined as all commercial fishing harvesters who do not meet the definition for independent commercial fishing vessels above, and that have not agreed to operate under a fleet-wide plan submitted by a company, association, or entity that represents a fisheries sector.
- (2) Independent commercial fishing harvest operations in Alaskan waters must enact the protective measures and procedures described in Appendix 5-03, the Alaska Protective Plan for Independent Commercial Fishing Harvesters. Harvesting sites are not required to develop or submit a stand-alone Community/Workforce Protective Plan. Appendix 5-03 serves as their CWPP.
- (3) Site Managers must enact controls at their harvesting operation to ensure harvester compliance with this Health Order and the Appendixes.

(E) **Appendix 5-04, Acknowledgement Form for Commercial Fishing Vessels and Harvesting Sites.** For the 2021 season, each commercial fishing vessel captain and/or owner and each harvesting site manager must sign a copy of Appendix 5-04, Acknowledgement Form, prior to actively participating in the 2021 commercial fishing season. This is required for all vessels, even those operating under a fleet or association protective plan.

- (1) Prior to accepting any fish, or making any payment for fish to an independent fishing vessel, a tender or processor must receive and confirm a signed copy of the vessel's Acknowledgement Form. The vessel captain must submit a copy of the Acknowledgement Form the first time they sell fish to a tender or processor. Electronic copies of pictures or scans of the signed hard copy of the Acknowledgement Form are acceptable. Subsequent sales to the same tender or processor do not require submission of another copy of the Acknowledgement Form (e.g., the form only needs be submitted once per fishing season per tender or processor), but every tender or processor that a commercial fishing vessel sells to must have, and retain until December 31, 2021, a signed copy of the Acknowledgement Form. This form shall be provided to the Alaska Department of Fish and Game upon request.
- (2) By accepting the Acknowledgement Form, the tender or processor may rely upon the submission of the Acknowledgement Form as proof of compliance of this Health Order. The tender or processor is not required to confirm compliance with this Health Order, other than to collect the Acknowledgment Form, and assumes no liability for any failure to comply by any commercial fishing vessels or harvesting sites.

Section 6. Severability. If any provision of this ordinance, or the application thereof to any person or circumstances is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

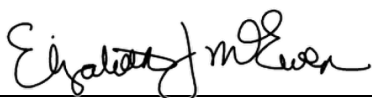
Section 7. Effective Date. This ordinance shall be effective immediately upon the expiration of the State of Alaska declaration of a public health disaster emergency in response to COVID-19, which is scheduled to occur on February 14, 2021. This ordinance expires at 12:01 a.m. on May 26, 2021, unless terminated earlier by the Assembly by motion or upon the State of Alaska adopting a superseding order.

Adopted this 11th day of February, 2021.



Beth A. Weldon, Mayor

Attest:



Elizabeth J. McEwen, Municipal Clerk

Appendix 5-01

ENHANCED PROTECTIVE MEASURES FOR SEAFOOD PROCESSING WORKERS

This Appendix will establish general guidance for seafood processing workers. Due to the wide variation of conditions between geographic regions, additional guidance may be passed by local governments and regional fisheries associations. This order establishes the minimum standard for protective measures.

Many lessons have been learned since the original issuance of this Appendix. As more is known about the virus that causes COVID-19, protective measures have correspondingly needed to evolve. Additionally, outbreaks of COVID-19 at seafood processing facilities in Alaska have caused illness and disruption to the lives of workers, considerable concern in communities that are home to processing plants, and significant impact to the seafood processing industry. These outbreaks have provided learning opportunities and made clear a number of additional actions that are required to protect the health and welfare of seafood processing employees and the surrounding communities. This revision of the Appendix includes necessary changes to further reduce the risk of COVID-19 to Alaskans and seafood processing workers. The State of Alaska is directing the following Enhanced Protective Measures for Seafood Processing Workers.

I. Applicability.

- a. This Appendix applies to all resident employees and all workers traveling into Alaska to work in a shore-based seafood processing plant or onboard a processor or catcher-processor vessel.
 - i. Workers arriving from out of state to a shore-based processing plant will follow one of the three travel/quarantine options in Section VI.
 - ii. Crewmembers arriving from out of state to a catcher-processor vessel, which averages 5,000 pounds or less of processed product per day, will follow the travel/quarantine guidance in Appendix 02 to Emergency Ordinance 2021-05, Section 5.
 - iii. Crewmembers arriving from out of state to a processor vessel or a catcher-processor vessel, which averages more than 5,000 pounds of processed product per day, will follow the travel/quarantine guidance in Section VII.

- iv. All on-site employees of seafood processing plants, processor or catcher-processor vessels will be subject to daily symptom screening and Continuous Screening Testing guidance in Section IX.
- v. All employees of seafood processing plants, processor or catcher-processor vessels will be subject to the immediate actions in response to a confirmed case in the workplace, contained in Section X.
- b. Sections VI and VII of this Appendix do not apply to seafood processing workers who are permanent residents of the community their plant is in, and have not traveled outside Alaska for 14 days or more, or non-residents who have been living in the community and working at the processing plant or onboard their vessel for longer than 14 days prior to the issuance of this Appendix, unless transferring between plants or vessels (see Sections VI.e below).
- c. Workers beginning Entry Quarantine or travel after the date of issuance of this Appendix must comply with one of the options in Sections VI or VII.
- d. Workers who have completed Entry Quarantine and are transferring from one shore-based location in Alaska to another must follow the guidelines in Section VI.e below.
- e. Crewmembers who have completed Entry Quarantine and are transferring from one vessel to another must follow the guidelines in Section VII.c below.

II. Definitions.

- a. **Close Contact** means being within six feet of a known, or suspected, COVID-19 positive case for 15 minutes or greater, or having had direct contact with the infectious secretions of a positive COVID-19 case. This determination is irrespective of whether or not either person was wearing a face covering. Public Health officials will make a determination in the event that either person was wearing respiratory Personal Protective Equipment (PPE). The 15-minute time period does not have to be continuous, it may be cumulative over a 24-hour period.
- b. **Closed Campus** is a shore-based processing facility that meets all of the following criteria:
 - i. Has protective measures enacted to ensure non-contact completion of all business transactions, to include vendors, provisioning deliveries, and purchase or sale of catch or product.
 - ii. All members of the fish processing staff live in employer-controlled housing and any commuting support staff is completely isolated from non-commuting staff including working, eating, and interacting in separate spaces, as well as subject to daily pre-shift screening that meets or exceeds the requirements outlined in Section IX.d below.
 - iii. Conducts business transactions in a manner that allows for social distancing and does not allow Social Mixing with the local population (shore leave).

- c. **Isolation** is the separation of people infected with the virus (those who are sick with COVID-19 and those with no symptoms) from people who are not infected. Anyone with a positive test result (that has not recently recovered from the virus), or who is diagnosed by a medical professional through symptoms, must isolate. Isolation is monitored by medical professionals and is discontinued upon receipt of a clearance letter from a medical provider.
- d. **Movement Cohort** refers to a group of employees who are all in the same stage of their quarantine and testing process. Seafood processing companies will separate their traveling workers into Movement Cohorts of manageable size depending on their capacity and mode of travel, and stagger the arrival dates of Cohorts over time to ensure they do not overwhelm their screening, testing, and monitored quarantine capacity.
- e. **Non-Safe Transit** is a mode of transportation on which some passengers have not completed entry quarantine and testing requirements, or their quarantine and testing status is unknown. This can also apply when social distancing and/or appropriate PPE cannot be, or is not, used to isolate the travelers from the vehicle crew. Unless verified by the air carrier, all non-chartered commercial air travel is considered Non-Safe Travel.
- f. **Onward Travel** refers to the leg of travel from the quarantine location to the final destination facility or port for a worker or crewmember who is conducting pre-travel or mid-travel entry quarantine.
- g. **Open Campus** is a shore-based processing facility that meets one or more of the following criteria:
 - i. Conducts regular interactions with members of the local community or other populations.
 - ii. Has any portion of its processing staff or its support staff, which live in the local community, in housing where access is not controlled by the employer.
 - iii. Allows social mixing and/or business transactions between the plant staff and local community where six-foot social distancing is not maintained.
- h. **Quarantine** is the separation of individuals whose medical status is unknown, in order to prevent the possible spread of the virus to others. For the purposes of this order, there are two primary types of quarantine, Close Contact Quarantine and Entry Quarantine:
 - i. **Close Contact Quarantine** is a quarantine process where an individual is suspected of infection after being exposed to a positive case. Close Contact Quarantine is monitored by a medical professional or designated representative of the employer to ensure compliance and daily health checks. Section X.d provides detailed guidance for the observation of close contact quarantine.
 - ii. **Entry Quarantine** is a sequestering process that occurs when an individual arrives to the State of Alaska, or returns after being away for longer than 24 hours. Section IV provides detailed guidance for the

- observation of entry quarantine. The three methods of supervision for Entry Quarantine are:
1. **Monitored Quarantine** is supervised directly by a representative of the employer.
 2. **Controlled Quarantine** is conducted by the employee based on instructions from the employer, but without direct supervision.
 3. **Self-Quarantine** is conducted by the employee based on the guidance for all travelers in Disaster Outbreak Health Order No. 6, International and Interstate Travel.
- i. **Quarantine Group** - any group of workers that are living or working in close proximity will be assigned to a Quarantine Group and complete the remainder of their quarantine and travel together. All workers sleeping in one room must be assigned to the same Quarantine Group. Quarantine Groups must be kept as small as possible to prevent multiple workers from being exposed at once, and may not exceed ten individuals. Should any member of the Quarantine Group develop symptoms, or have a positive PCR test, all other members of the Group must start Close Contact Quarantine.
 - j. **Safe Transit** is a mode of transportation where all employees have completed quarantine and testing requirements, and are not mixing with any populations whose quarantine and testing status is unknown. This can be a chartered aircraft, a ground vehicle, or a vessel. Social distancing and/or appropriate PPE will be used to isolate the travelers from the vehicle crew, particularly in chartered aircraft and taxis.
 - k. **Social Mixing** refers to being within six feet of an individual whose medical status is unknown for 15 minutes or greater. This determination is irrespective of whether or not either person was wearing a face covering. The 15-minute time period does not have to be continuous, it may be cumulative over a 24-hour period.
 - l. **Testing.** There are three purposes for COVID-19 testing: Diagnostic Testing, Entry Testing, and Continuous Screening Testing. Section III provides further guidance on testing.
 - i. **Diagnostic Testing** is intended to identify current infection in individuals, and is performed when a person has signs or symptoms consistent with COVID-19, or when a person is asymptomatic but has recent known or suspected exposure to a confirmed case. This testing should be conducted as soon as possible once the individual is identified as a close contact. The individual must be kept separate from all others while test results are pending.
 - ii. **Entry Testing** is conducted during a worker's Entry Quarantine process (See Sections VI and VII below) to determine if it is safe for the worker to travel and enter the designated Entry Quarantine site, or be released from quarantine.
 - iii. **Continuous Screening Testing (CST)** is performed to identify persons who may be contagious so that measures can be taken to prevent further

transmission. Screening testing will be conducted on asymptomatic workers after completion of Entry Quarantine, and without known exposure to a confirmed case, in accordance with the requirements of Section IX.e below.

III. Testing.

- a. Testing methods.
 - i. Polymerase chain reaction (PCR) tests, also referred to as Molecular tests or Nucleic Acid Amplification Tests (NAATs), are presently the most accurate tests for determining whether someone is currently infected with COVID-19. Testing required under this Appendix can be accomplished with any available PCR method, FDA-approved, or allowable under an FDA Emergency Use Authorization. This includes molecular-based rapid testing such as the Abbott ID-NOW.
 - ii. A full list of FDA authorized tests is available at: <https://www.fda.gov/medical-devices/coronavirus-disease-2019-covid-19-emergency-use-authorizations-medical-devices/vitro-diagnostics-euas>).
 - iii. Use of antigen testing is still under consideration by the State of Alaska Department of Health and Social Services (DHSS). Separate guidance will be issued if, and when, antigen testing may be used in lieu of PCR testing to conduct CST in congregate living settings.
 - iv. Antibody testing may not be used for compliance with this Appendix.
- b. Seafood processing companies must utilize private collection and processing sources to complete entry testing for all non-residents.
- c. Seafood processing companies are encouraged to maximize the use of self-collection, mail-in testing, to support entry and screening testing for shore-based processing plants and to prioritize the use of rapid testing for diagnostic testing and shipboard use. A list of FDA-authorized home-collection COVID tests is available on the DHSS Testing website: <http://dhss.alaska.gov/dph/Epi/id/Pages/COVID-19/testing.aspx>).
- d. If testing resources become temporarily limited, and sufficient testing capacity is not available to support all testing requirements of this Appendix, the priority of testing resources should be: 1) Diagnostic Testing, 2) Entry Testing in Sections VI and VII, and then 3) CST in Section IX.
- e. Unless required by a medical provider or a state public health official, individuals who have previously tested positive for, or been diagnosed with, COVID-19 are exempt from the screening testing requirements in this Appendix for a period of 90 days beginning from the date of their first positive test, or the onset of their symptoms, whichever is first.
- f. Workers with a previously positive result using a PCR or molecular-based test (not an antibody test) for SARS-CoV2 within the last 90 days, who are currently asymptomatic and have clearance from a medical provider or a public health official indicating release from isolation, should not be tested during Entry

Quarantine and are able to work if allowed by the employer's return to work strategy.

- g. Any company performing COVID testing is required by federal and state regulations to submit testing data to the State of Alaska Section of Epidemiology. All results, both positive and negative, should be reported daily. Electronic reporting is the most efficient and preferred method, and can be arranged by contacting Megan Tompkins at megan.tompkins@alaska.gov. All positives should be immediately called in (1-877-469-8067) or faxed (907-563-7868) to Epidemiology as described in the testing guidance. Further guidance can be found at: <https://www.cdc.gov/coronavirus/2019-ncov/lab/reporting-lab-data.html>.
- h. Employers are required to maintain records of all testing for employees while they are under contract to the company. If an employee conducts Entry Testing at a testing site that does not report the results to their employer, the employee must retain and submit records of the test to their employer.
- i. Implementation of Continuous Screening Testing (CST).
 - 1. Dependent upon the local availability of testing resources (manpower, equipment and materials), CST must commence in accordance with the CST Requirements Chart in Section IX.e for all shore-based processing plants and vessels immediately upon the publication of this Appendix
 - 2. In coordination with local medical providers, and subject to availability of staffing and testing material and equipment, seafood processing facilities may utilize State-provided test equipment and materials for sample collection and the State Public Health Laboratory for sample processing in order to commence CST, until they have a privatized testing strategy in place. Local clinics may elect to charge private sector businesses for the collection and/or processing of samples.
 - 3. Seafood processing companies must develop a plan to utilize private collection and processing sources to complete screening testing.
 - 4. Privatized testing strategies must be implemented as soon as resources can be obtained.
 - 5. State support for CST will be provided for as long as possible after the deadlines established above, depending on the availability of State-funded resources. Priority and timeliness of test results at collection sites and laboratories funded by the State of Alaska cannot be guaranteed.

IV. Entry Quarantine.

- a. Entry Quarantine Options. Entry Quarantine may be conducted prior to commencing travel into the State of Alaska (Pre-Travel), during a scheduled travel stop at a large city (Mid-Travel), or in the bunkhouse at the destination

- facility or a temporary lodging at the destination port prior to boarding a vessel (Post-Travel).
- b. Entry Quarantine Methods. There are three methods of supervision which may be used to conduct entry quarantine: Monitored Quarantine, Controlled Quarantine and Self-Quarantine:
 - i. Monitored Quarantine. This refers to a sequestering process that is monitored by the employer to ensure compliance and daily health checks. This must be done at a facility away from the workers' home and family, in an environment where the opportunity for social mixing is limited, either because the worker is quarantined alone or because others in their quarantine location are also following the same quarantine requirements.
 - ii. Controlled Quarantine. This refers to a sequestering process that is controlled by the employee with appropriate guidance from the employer to ensure compliance and daily health checks. This may be completed at the employee's home, provided that appropriate safety measures are followed to limit social mixing.
 - iii. Self-Quarantine. This refers to a sequestering process where a traveler follows the guidelines in EO 2021-05, under their own recognizance. For the purposes of this Appendix, self-quarantine should only be used during travel layovers of less than 24 hours, and during unplanned travel delays, such as inclement weather.
 - c. Procedures for Entry Quarantine.
 - i. Workers will be educated by the employer on the requirements for quarantine.
 - ii. Workers will be screened (see Section VIII below) prior to entering the quarantine location by the employer or a designated medical provider.
 - iii. During Entry Quarantine, the preferred method is for workers to observe quarantine in single rooms with food delivered. If single rooms and food delivery are not available, employees will be assigned into Quarantine Groups.
 - iv. Quarantined workers may not leave their quarantine facility except to receive medical treatment.
 - v. Workers will have temperature checks twice a day. Should fever or symptoms of COVID-19 develop, follow the Identification Protocol in the seafood processing company's Community/Workforce Protective Plan. Seek testing and medical treatment immediately if symptoms are suspected to be caused by COVID-19.
 - vi. The employer will retain records of each worker's completion of Entry Quarantine, including the dates and location of quarantine, the names of other individuals quarantining at the same location for contact tracing purposes, records of twice daily temperature readings, and daily observations of COVID-19 symptoms as identified by the CDC.

V. Entry Travel.

- a. All workers will be screened (see Section VIII) for new symptoms prior to commencing travel to Alaska.
- b. All workers and crewmembers in transit on commercial aircraft must wear a face covering that meets the recommendations contained in Health Alert 010. This face covering must be worn while transiting air terminals (to be temporarily removed for security screening, eating, and drinking), while on the plane, and any follow-on ground transportation until they reach their quarantine facility.
- c. Workers in transit must carry documentation from their employer indicating that they are an essential Critical Infrastructure Worker as defined under State Health Orders, and listing the travel and quarantine requirements of the employer's protective plan that the employee must follow. Examples of such letters can be found at:
[https://ready.alaska.gov/Covid19/Documents/CWPP/Travel%20Critical Infrastructure Letter-Employee Instructions Template.docx](https://ready.alaska.gov/Covid19/Documents/CWPP/Travel%20Critical%20Infrastructure%20Letter-Employee%20Instructions%20Template.docx).

VI. Travel and Quarantine Options for Shore-Based Processing Plant Workers.

Seafood processing companies will make every effort to prevent a potentially infectious worker from exposing other workers or community members in their final destination community in Alaska. Companies will arrange for their arriving workers to follow one of the following three options:

- a. **Option 1: Pre-Travel Quarantine** – Workers will observe a 14-day Monitored or Controlled Quarantine period outside of Alaska and receive a PCR test within 72 hours prior to beginning travel to Alaska.
 - i. Entry Quarantine. It is strongly encouraged that pre-travel Entry Quarantine be monitored by a representative of the employer. If the employer does not have a physical staff presence at the quarantine facility, workers may observe Controlled Quarantine with the understanding that this will trigger additional screening testing in accordance with Section IX.e.
 - ii. Testing. Upon completion of Entry Quarantine, all workers will receive a PCR test within 72 hours prior to commencing travel to Alaska, or as close as possible to the end of their Entry Quarantine, to receive results prior to commencing travel.
 - iii. Onward Travel. All travel to the shore-based processing plant or quarters in the destination community must be accomplished via Safe Transit. Onward Travel may be accomplished onboard a processor or catcher-processor vessel.
 - iv. Integration. Upon arrival in the destination community, workers may immediately enter the non-quarantine quarters and commence work alongside other workers who have completed Entry Quarantine. However, it is our strong recommendation to continue having workers live, eat, and work in small, consistent groups

- following Entry Quarantine. If the virus is introduced in the facility, this will greatly reduce the number of potential contacts.
- b. **Option 2: Mid-Travel Quarantine;** Workers will travel to Alaska and observe a 14-day Monitored Quarantine period in temporary lodging in a large community that has a General Acute Care or Critical Access Hospital (*i.e.*, Anchorage or Juneau) and receive a PCR test within 72 hours prior to beginning Onward Travel to their final destination community.
- i. Initial Travel. Travel to Alaska may be by non-Safe Transit.
 - ii. Entry Quarantine. It is strongly encouraged that pre-travel quarantine be monitored by a representative of the employer. If the employer does not have a physical staff presence at the quarantine location, workers may observe controlled quarantine with the understanding that this will trigger additional screening testing in accordance with Section IX.e.
 - iii. Testing. Upon completion of quarantine, all workers will receive a PCR test within 72 hours prior to commencing onward travel to their destination community, or as close as possible to the end of their quarantine, to receive results prior to commencing onward travel.
 - iv. Onward Travel. All travel from the quarantine location to the processing facility in the destination community must be accomplished via Safe Transit. Workers should travel by Movement Cohort.
 - v. Integration. Upon arrival in the destination community, workers may immediately enter the non-quarantine quarters and commence work alongside other workers who have completed quarantine. However, it is our strong recommendation to continue having workers live, eat, and work in small, consistent groups following mid-travel quarantine. If the virus is introduced in the facility, this will greatly reduce the number of potential contacts.
- c. **Option 3: Post-Travel Quarantine:** Workers will travel to their final destination community in Alaska, and will be screened (see Section VIII) and receive a PCR test upon arrival at their destination community.
- i. Planning. If the following details are not already specified in their submitted Community/Workforce Protective Plan (CWPP). Seafood processing companies utilizing Option 3 will modify their plan to reflect:
 - 1. How they will segregate their lodging facilities to separate workers under Monitored Quarantine from those that have completed quarantine.
 - 2. How they will provide dedicated facilities or adjust hours to maintain separation in dining, shower, and bathroom facilities.
 - 3. How they will conduct PCR testing for workers under Monitored Quarantine.
 - ii. Travel. Travel to the destination community may be by non-Safe Transit. Arriving workers must proceed directly to their designated quarantine facility, must practice social distancing and avoid interaction with the

- community, and may not stop at any location between arrival at the local airport and transport to the quarantine facility.
- iii. Monitored Entry Quarantine.
 - 1. Upon arrival at their final destination community, workers will be assigned to lodging in their quarantine facility. If possible, arriving workers will quarantine in single rooms. If single rooms are not available, all workers sleeping together in a room will be in the same Quarantine Group.
 - 2. **Arriving processing workers are not permitted to work during their 14-day Entry Quarantine period.** The only allowable exceptions to this may be made for mission-critical specialists such as electricians, heavy equipment operators, or refrigeration mechanics who must maintain strict social distancing while working and continue to quarantine during their non-work times. Workers may not actively engage in seafood processing during quarantine.
 - 3. Quarantined workers must wear a face covering at all times when outside of their assigned sleeping quarters, except when eating and performing personal hygiene.
 - 4. Quarantine Groups must maintain six-foot social distancing measures from all workers outside of their Quarantine Group.
 - 5. Common spaces must be cleaned between use by different Quarantine Groups and before use by workers who have completed Entry Quarantine.
 - 6. If a new worker joins a Quarantine Group, the 14-day clock will re-start for the entire Quarantine Group.
 - 7. To the greatest extent possible, members of multiple Quarantine Groups should not use shower or toilet facilities at the same time, and bathrooms should be disinfected at least twice per day.
 - 8. To the greatest extent possible, members of multiple Movement Cohorts should not use dining facilities at the same time. Six-foot social distancing measures must be maintained between Quarantine Groups in dining facilities.
 - iv. Testing. All arriving workers must receive a PCR test within 48 hours of arrival at their destination community, preferably prior to entering their monitored quarantine lodging. The initial test may be conducted in route to their destination community. Depending upon the local availability of testing capacity, workers should receive a PCR test six days into their quarantine period. Workers must receive a test within 48 hours before being released from quarantine.
 - v. Integration. Workers who have completed quarantine may immediately enter the non-quarantine quarters and commence work alongside other workers who have completed quarantine. However, it is our strong recommendation to continue having workers live, eat, and work in small,

- consistent groups following post-travel quarantine. If the virus is introduced in the facility, this will greatly reduce the number of potential contacts.
- d. Each employer will be responsible for appropriately isolating any employee with a positive PCR test result, ensuring that the employee has access to necessary healthcare, and will be responsible for arranging transport to a hospital, if needed.
- e. **Mid-season Transfer:** Workers who have been working in one location and need to transfer to another location must follow the following guidelines:
 - i. If workers are leaving a facility that has experienced onsite transmission of SARS-CoV-2, pre-departure PCR testing of all departing workers is required. This testing must be conducted if it has been less than 28 days since the last positive case was released from isolation.
 - ii. All transfer-related travel should be accomplished via Safe Transit. If Safe Transit is not available and transferring workers are required to be in Close Contact with people whose quarantine status is not known, this will trigger additional CST in accordance with Section IX, similar to Monitored Quarantine followed by Non-Safe Transit.
 - iii. It is strongly recommended that workers traveling from one processing facility to another live, eat, and work in the same group they traveled with or in small, consistent groups throughout the season.

VII. Travel and Quarantine Options for Processor Vessel Crewmembers. Seafood processing-vessels and catcher-processor vessels will make every effort to prevent a potentially infectious crewmember from exposing other crewmembers or community members in their destination port in Alaska.

- a. **Pre-Season Quarantine:** The preferred method of quarantine for processor and catcher-processor vessels is for the entire vessel crew to observe Monitored or Controlled Quarantine and testing in the Lower 48 prior to boarding the vessel, and sail as a Movement Cohort with the vessel as a means of Safe Transit. All crewmembers will be screened (see Section VIII) for new symptoms prior to boarding.
- b. **Mid-Season Crew Changes** – For crewmembers who must join the vessel after the rest of the crew has completed quarantine, companies will arrange for their arriving workers to follow one of the following three options:
 - i. **Option 4: Pre-Travel Quarantine for Crewmembers.** Crewmembers will observe a 14-day quarantine period outside of Alaska and receive a PCR test within 72 hours prior to beginning travel to Alaska.
 - a. Entry Quarantine. It is strongly encouraged that pre-travel quarantine be Monitored by a representative of the employer. If the employer does not have a physical staff presence at the quarantine facility, crewmembers may observe Controlled Quarantine with the understanding that this will trigger additional CST in accordance with Section IX.

- b. Testing. Upon completion of Entry Quarantine, all crewmembers will receive a PCR test within 72 hours prior to commencing travel to Alaska, or as close as possible to the end of their quarantine to receive results prior to commencing travel.
 - c. Travel. It is strongly encouraged that all travel from the quarantine location to the vessel be accomplished via Safe Transit. Non-Safe Transit may increase risk of exposure to populations whose quarantine and testing status is unknown. Using Non-Safe Transit after completion of quarantine will trigger additional CST in accordance with Section IX.
 - d. Arriving crewmembers who have completed Entry Quarantine must proceed directly to their vessel, must practice social distancing and avoid interaction with the community, and may not stop at any location between arrival at the local airport and the vessel. In the event of either delay in transit or that their vessel is unavailable for boarding when they arrive, crewmembers shall be transported to a hotel or other accommodation where they will Self-Quarantine until they are able to continue travel or board their vessel.
- ii. **Option 5: Mid-Travel Quarantine for Crewmembers.** Crewmembers will travel to Alaska and observe a 14-day quarantine period in temporary lodging in a large community that has a General Acute Care or Critical Access Hospital (*i.e.*, Anchorage or Juneau) and receive a PCR test within 72-hours prior to beginning Onward Travel to their final destination community.
 - a. Travel. Travel to Alaska may be by Non-Safe Transit.
 - b. Entry Quarantine. It is strongly encouraged that mid-travel quarantine be Monitored by a representative of the employer. If the employer does not have a physical staff presence at the quarantine facility, crewmembers may observe Controlled Quarantine with the understanding that this will trigger additional CST in accordance with Section IX.e.
 - c. Testing. Upon completion of Entry Quarantine, all crewmembers will receive a PCR test within 72-hours prior to commencing onward travel to their destination community or as close as possible to the end of their Entry Quarantine to receive results prior to commencing onward travel.
 - d. Onward Travel. It is strongly encouraged that all travel from the quarantine facility to the vessel be accomplished via Safe Transit. Non-Safe Transit may increase risk of exposure to populations whose quarantine and testing status is unknown. Using Non-Safe Transit after completion of quarantine will trigger additional CST

in accordance with Section IX. Crewmembers should travel by Movement Cohort.

- e. Integration. Arriving crewmembers who have completed Entry Quarantine must proceed directly to their vessel, must practice social distancing and avoid interaction with the community, and may not stop at any location between arrival at the local airport and the vessel. In the event of either delay in transit or that their vessel is unavailable for boarding when they arrive, crewmembers shall be transported to a hotel or other accommodation where they will Self-Quarantine until they are able to continue travel or board their vessel.

iii. **Option 6: Post-Travel Quarantine for Crewmembers.** Crewmembers will observe a 14-day quarantine period on shore at their destination port and receive a PCR test within 72 hours prior to boarding the vessel.

- a. Travel to the destination port may be by Non-Safe Transit.
- b. Arriving crewmembers quarantining on shore must proceed directly to their designated quarantine facility, must practice social distancing and avoid interaction with the community, and may not stop at any location between arrival at the local airport and transport to the quarantine facility.
- c. Entry Quarantine. To the greatest extent possible, quarantine for arriving crewmembers will be Monitored by the employer. If the employer has no staff physically present at the quarantine facility so that the arriving crewmembers must observe Controlled Quarantine or are forced to Self-Quarantine due to a weather delay, that will trigger additional CST in accordance with Section IX. If crewmembers must Self-Quarantine before the vessel arrives, employers will require crewmembers to sign an affidavit stating that they have not broken Self-Quarantine guidance.
- d. Testing. All crewmembers will receive a PCR test within 72 hours prior to boarding the vessel, or as close as possible to receive results prior to boarding.
- e. Boarding. All crewmembers will be screened (see Section VIII) for new symptoms prior to boarding.

c. **Cross-decking.** Crewmembers transferring from one vessel to another vessel after completing Entry Quarantine may do so immediately if the vessels are in the same port and the crewmember does not have Social Mixing with members of the local community while on shore.

- i. If crewmembers are leaving a vessel that has experienced any on-board transmission of SARS-CoV-2, pre-departure PCR testing of all cross-decking workers is required. This testing must be conducted if it has been less than 28 days since the last positive case was released from Isolation.

- ii. If this testing cannot be completed prior to departure, the transferred crewmembers must take the test in transit and Self-Quarantine on shore until receiving negative test results prior to beginning travel or boarding the new vessel.
- iii. All transfer-related travel should be accomplished via Safe Transit.
- iv. If Safe Transit is not available and transferring crewmembers are required to be in Close Contact with people whose quarantine status is not known, this will trigger additional CST in accordance with Section IX, similar to Monitored Quarantine followed by Non-Safe Transit.

VIII. Symptom Screening of Personnel. All workers will be screened individually for symptoms upon arrival to the quarantine facility and/or final destination facility or vessel, using the following procedures or an equivalent medically-vetted procedure. Seafood processing companies must arrange for dedicated spaces to conduct private, symptom screening in a space that can be disinfected should an arriving worker fail the screening. Answering “yes” to any one of the following questions should prompt testing. Employers must ensure that questions are presented in a manner and/or language that the employee can understand. Arrival symptom screening will include all of the following:

- a. Verbal Symptom Screening Questions
 - i. Have you experienced any cough, difficulty breathing, shortness of breath, loss of smell or taste, sore throat, unusual fatigue or symptoms of acute respiratory illness in the last 72 hours?
 - ii. Have you experienced a fever (100.4° F [38° C] or greater using an oral thermometer) within the last 72 hours?
 - iii. Have you experienced signs of a fever such as chills, aches and pains, etc., within the last 72 hours?
 - iv. In the past 14 days, have you traveled in an area or country with widespread COVID-19 transmission without practicing social distancing?
 - v. Have you had close contact (within six feet for longer than 15 minutes) within the past 14 days with a lab-confirmed or suspected COVID-19 case patient or had direct contact with infectious secretions of a positive COVID-19 case?
- b. Physical Symptom Screening
 - i. Each worker should demonstrate a measured temperature < 100.4° F [38° C]. (This reference is for oral temperature, a forehead (temporal) scanner is usually 0.5°F (0.3°C) to 1°F (0.6°C) lower than an oral temperature. An ear (tympanic) temperature is 0.5°F (0.3°C) to 1°F (0.6°C) higher than an oral temperature.)
 - ii. Anyone performing a physical screening should wear appropriate PPE. If PPE is not available, the worker may take their own temperature.
- c. Prior to being allowed to enter the facility or vessel, each worker must be free of fever or respiratory symptoms. A possible exception would be if the worker has

- mild symptoms that are clearly attributable to another source (e.g., allergies or other recurring medical issues).
- d. If a worker fails verbal or physical symptom screening, they will be immediately separated from other individuals and should not be allowed to enter a worksite or board a vessel until appropriate testing, quarantine, and/or isolation is complete in compliance with the employer's CWPP.
- e. Symptomatic individuals who receive negative test results or who are positively diagnosed with another disease which is causing their symptoms will follow the treatment and/or return to work policy of the employer's infectious disease protocol upon the recommendation of the medical professional (on-site, local clinic or telemedicine) making the determination.
- f. If a worker has positive results to a PCR test or is diagnosed through symptoms to have COVID-19 they must be immediately isolated in accordance with Section X.c.
- g. Employers will maintain documentation of arrival screening for all employees.

IX. Workplace Protective Measures, Daily Symptom Screening and Continuous Screening Testing.

- a. The CDC has published interim guidance for [Protecting Seafood Processing Workers from COVID-19](#). Seafood processing companies will review the interim guidance and, to the greatest extent possible, will enact the recommended protective measures that are appropriate and suitable for their processing plant or vessel.
- b. **Masks and Cloth Face Coverings in the Workplace.** Masks or cloth face coverings must be worn at all times when staff are at the work place. This includes offices, working areas and outside. The mask must cover the nose and mouth and may only be removed when eating, drinking, performing personal hygiene, or when they are in their personal quarters.
 - i. During processing work, a clear face shield may be worn as PPE in lieu of a cloth face covering, in order to facilitate communication between workers, however masks are preferred.
 - ii. While outdoors or on deck, masks may be temporarily removed as needed to facilitate communication.
 - iii. While operating heavy machinery or shipboard systems, masks may be temporarily removed if wearing a mask will impede the safe operation of the equipment or create unsafe conditions, based on a safety assessment by the work supervisor.
 - iv. The company must supply all needed PPE for their workers and replace it as needed
- c. **Visitors, Third-Part Auditors and Inspectors.**
 - i. Visitors touring the plant and/or interacting with plant staff present a risk of introducing the virus to a facility or vessel. Non-essential visitors should not be permitted.

- ii. Essential visitors within the company staff must follow the travel, testing and quarantine guidelines listed in the company's CWPP. Third party auditors should be informed prior to travel of the company's testing and quarantine requirements. Regulatory inspectors may not be barred from the facility for COVID-19 related reasons, but should follow reasonable testing and quarantine requirements established by the company prior to their inspection.
 - iii. Visitors, Third-Party Auditors and Inspectors to shore-based processing plants which observe proper travel and social distancing guidelines will not trigger additional CST for the facility staff.
 - iv. Boarding parties on vessels which observe proper social distancing guidelines will not trigger additional CST for the vessel crew.
- d. **Daily Pre-Shift Symptom Screening.** Conducting daily symptom screening of all employees throughout the season helps ensure outbreaks are detected early.
 - i. All employees must be screened by a supervisor or designated screener.
 - ii. Screening should be conducted near the start of the employee's work shift, prior to prolonged Close Contact with other workers.
 - iii. Before entering the work area or mixing with other workers, every employee should be asked:

"Since your last pre-shift screening, have you experienced any of the following symptoms: Fever/shivering, persistent cough, shortness of breath, loss of smell/taste, sore throat, diarrhea or nausea, headache, muscle/joint aches or runny nose?"
 - iv. To the greatest extent possible, all workers will have daily temperature checks, using the temperature thresholds in Section VIII.b.
 - v. Workers who have a fever or other symptoms of COVID-19 should immediately be separated from the rest of the workforce for testing. A possible exception would be if the worker has mild symptoms that are clearly attributable to another source (e.g., allergies or other recurring medical issues).
 - vi. A daily log of screening for each worker should be maintained and made available to the Alaska Division of Public health upon request.
- e. **Continuous Screening Testing (CST).** Testing asymptomatic workers in the absence of a confirmed case (outside the arrival period) periodically throughout the season is a useful strategy to detect asymptomatic cases and prevent further spread of the virus throughout the facility/vessel and the local community.
 - i. Facilities and vessels will continuously evaluate their Alert Level throughout the season, guided by the chart below. Companies may elect to test larger sample sizes or at a shorter interval if conditions warrant additional caution.
 - ii. Sample testing should be a rolling sample to ensure all members of the population are eventually tested. No one may be exempted from

- screening testing unless they are a prior positive, as defined in Section III.f above.
- iii. Shore-based processing plants and vessels may also use self-collection kits such as the LabCorp Pixel or rapid testing capabilities such as the Abbott ID Now machines to meet CST requirements.
 - iv. The Alert Level conditions for shore-based processing plants with Open Campuses will be based on the current Alert Level for the local community or local school zone.
 - 1. If the local municipal or tribal government is maintaining an official Alert Level for the community, that level will be used to set the Alert Level for the shore-based processing plant.
 - 2. If the local community is not maintaining an updated Alert Level, the facility Alert Level will be based on the Alert Level being used at the local public schools, based on local and regional conditions.
 - v. Vessels without testing capability on board will ensure that the test samples will be collected for the designated population within 48 hours prior to reaching port (if using self-collection) or are collected and shipped during the next port call following the specified testing interval.
 - vi. If using mail-in testing, vessels are strongly encouraged to delay departure from port until they receive negative results back, to minimize the risk of getting underway with an infectious crewmember on board.
 - vii. Shore-based processing plants with less than ten workers at a time active in the processing space during all shifts, and vessels with less than 30 total crew on board, are recommended, but not required, to conduct CST. Processing facilities and vessels that are not required to conduct CST must still comply with all other requirements of this Appendix.
 - viii. A log of all testing must be maintained and provided to Public Health officials or other healthcare authorities upon request.
 - ix. Staff or crew changes when the arriving personnel have completed documented, **Monitored** Quarantine, followed by testing and travel via Safe Transit from the quarantine facility to the destination facility or vessel, will not trigger a change to High Alert level.
 - x. Staff or crew changes with personnel departing the facility with no replacements arriving will not trigger a change in alert level.
 - xi. Arriving prior positives within 90 days (as defined in Section III.f, with documentation) will not trigger a change in Alert Level.
 - xii. New Workers at Shore-Based processing plants. A change in alert level for Shore-Based processing plants will be triggered by: workers arriving from out-of-state to complete Post-Travel Entry Quarantine (Option 3), and workers who had completed Option 1 (Pre-travel) or Option 2 (Mid-travel) with **Controlled** Quarantine.
 - 1. A change to High Alert level will not be triggered by arriving workers who had completed Option 1 (Pre-travel) or Option 2

- (Mid-travel) with **Monitored** Quarantine and traveled via Safe Transit, prior positives within 90 days (documentation required), or short-term visitors who do not have Close Contact with workers.
2. Facilities that only employ local workers need only follow their local alert level. New hires that have been resident in the community for longer than 14 days are not included as changing the risk category for these facilities.
 3. Workers who are in the process of their Post-Travel Entry Quarantine do not need to be tested as part of this strategy and should adhere to the plan for testing during Entry Quarantine.
- xiii. Consult with Public Health to determine if contact meets definition of “Social Mixing.” Exceptions may also be made, in consultation with Public Health, for crew seeking medical care at a local facility so long as all appropriate precautions are taken.
- xiv. CST Requirements for Vessels at High Alert Level.
1. If all crew on (in the case of initial sailing) or joining (in the case of crew change) the vessel have completed **Monitored** Quarantine followed by **Safe Transit** from the quarantine facility to the vessel, no additional testing is required outside of Entry Quarantine requirements for the arriving crewmembers.
 2. If any crew joining the vessel have completed **Monitored** Quarantine then traveled by **Non-Safe Transit** from the quarantine facility to the vessel, Option A, B, or C may be used.
 3. If any new crew joining the vessel completed **Controlled** Quarantine, Option A or B must be used.
 4. Testing Options for Vessels at High Alert Level.

Option A. Test all new crewmembers at Day five and Day eight with onboard testing.

Option B. Test all new crewmembers within 8–21 days of arrival (safest option) or test 100 percent of crewmembers at the next port of call (less safe option). Swabs may be tested locally or sent for testing elsewhere. The vessel may return to sea while results are pending.

Option C. Within 8–21 days of arrival of new crew (safest option) or at next port of call (less safe option): Coordinate with local clinic or other external medical provider to conduct an anonymous symptom screen of crew and test: 1) (Only if crew change) All new crew, 2) All crew who report symptoms, and 3) A sample of other crew so that at least 25 percent of the crew are tested.

Figure 1. Continuous Screening Testing Requirements Chart

Risk Category		Shore-Based, Open Campus >10 workers in the processing space	Shore-Based, Closed Campus >10 workers in the processing space	Processor or Catcher-Processor Vessel > 30 total crew
High	Conditions	High alert level at local jurisdiction (if available), or high alert level at community school, or arrival of new workers* within 14 days.	Arrival of new workers* within 28 days	Initial sailing or arrival of new crew [‡]
	Testing Sample and Frequency	<i>If high alert level</i> , test 100% of commuting workers, 25% of onsite workers every 7 days** <i>If arrival of new workers</i> , test 50% of workers 21 days after new workers* arrive.	Test each worker at least once every 14 days**	<u>Option A.</u> Test all new crew at Day 5 and Day 8 with onboard testing. OR <u>Option B.</u> Within 8–21 days of arrival of new crew (safest option) or at next port of call (less safe option): Test 100% of crew. Swabs may be tested locally or sent for testing elsewhere. The vessel may return to sea while results are pending. OR <u>Option C.</u> Within 8–21 days of arrival of new crew (safest option) or at next port of call (less safe option): Coordinate with local clinic or other external medical provider to conduct an anonymous symptom screen of crew and test: 1) (Only if crew change) All new crew and 2) All crew who report symptoms, and 3) A sample of other crew so that at least 25% of the crew are tested.
Medium	Conditions	Medium alert category at local jurisdiction (if available) or medium alert level at community school	<i>Special circumstance outside risk category:</i> Social Mixing with local community members [†]	<i>Special circumstance outside risk category:</i> Social mixing with shore-based workers or local community members during port call [†]
	Testing Sample and Frequency	Test 100% of commuting workers and 50% of onsite workers every 14 days**	Test 100% of workers who had contact with local community, 7–10 days after contact. Other workers should continue to follow the testing strategy for whatever risk category (low or high) is currently in effect.	Test 100% of crewmembers who had contact with shore-based workers or local community, collected 7–10 days after contact using onboard testing or 100% of the crew during the next port call if onboard testing is not available. The vessel may return to sea while results are pending.
Low	Conditions	Low alert category at local jurisdiction (if available) or low alert category at community school	More than 28 days since the arrival of workers	More than 21 days since the arrival of new crew
	Testing Sample and Frequency	Test each worker at least once every 28 days	Test each worker at least once every 28 days	No screening testing required

* See Section IX.e.xii for a definition of “New Workers” for Shore-Based Processing Plants

** See Section IX.e.xii.3 for clarification of testing requirements for workers in Post-Travel quarantine

† See Section IX.e.xiii for a definition of Social Mixing which would trigger a change to Medium Alert Level.

‡ See Section IX.e.xiv for clarification of vessel testing requirements.

X. Immediate Actions Required in Response to a Confirmed Case.

- a. Under AS 18.15.375, the Alaska Division of Public Health (DPH) is responsible for investigating both single cases and outbreaks of certain infectious diseases, such as COVID-19.
 - i. The primary goal of these investigations is to prevent additional cases by: (1) identifying ill or infected persons and their contacts, (2) describing relevant exposures, and (3) implementing prevention strategies.
 - ii. Private Sector businesses have the responsibility to provide a safe working environment for their employees.
 - iii. To the greatest extent possible, DPH will allow private sector businesses to assist with outbreak response efforts within their facilities and workforce. DHSS may use the powers and provisions set out in AS 18.15.355 - 18.15.395 to override risk decisions in situations that pose a threat to public health or when business risk decisions may have an impact on public capabilities or infrastructure.
 - iv. Employers are responsible for coordinating and funding actions taken within their facility and workforce in response to a COVID-19 case or outbreak.
- b. **Notification.** Employers should notify the nearest Public Health Nursing Center or the DHSS Section of Epidemiology at 907-269-8000 in the event of a positive clinical diagnosis or positive test result in their workplace. A full list of Public Health Nursing Centers is available here:
<http://dhss.alaska.gov/dph/Nursing/Pages/locations.aspx>.
 - i. Employers may also be required by local ordinances to contact the local or borough government authorities or Emergency Operations Center (EOC).
 - ii. The information that must be provided when notifying Public Health of a case includes the name of the case and their date of birth, current address, state or country of permanent residence, telephone number, and the date of test result.
 - iii. Persons on vessels underway who exhibit symptoms consistent with COVID-19 must be reported to the U.S. Coast Guard (USCG) Captain of the Port (COTP). For Southeast Alaska north to Yakutat, the COTP is USCG Sector Juneau. For Prince William Sound around to the Chukchi Sea, the COTP is USCG Sector Anchorage.
 - iv. Vessels that departed from a foreign port and are destined for a U.S. port must report to the closest Center for Disease Control and Prevention (CDC) Quarantine Station any sick or deceased crew/passengers during 15 days prior to arrival at the U.S. port. Guidance for vessels to report deaths and illnesses to the CDC can be found here:
<https://www.cdc.gov/quarantine/cruise/reporting-deaths-illness/guidance-how-report-onboard-death-illness.html>.

- v. Vessels will follow the contact process from the State of Alaska Maritime Communicable Disease Emergency Response Plan.
- c. **Isolation of Positive Individuals.** *Anyone who is diagnosed with COVID-19, or tests positive for the virus that causes COVID-19 must be immediately placed into Isolation.*
 - i. Individuals who receive positive test results or who are diagnosed through symptoms with COVID-19 may only be released from Isolation by a medical provider or Public Health official.
 - ii. Several hotels across the State have established protocols to house isolated and/or quarantined people. If a positive case or Close Contact is going to be moved into a hotel, the hotel staff and local jurisdiction must be notified of the person's status and the person must follow all hotel and local protective measures.
 - iii. The preferred method is for positive patients to Isolate individually, if facilities are not available then positive patients can Isolate in a shared facility with other positive patients.
 - iv. Commuting workers may be permitted to Isolate in their home. If an individual is Isolating at home, all other members in the household should follow Close Contact Quarantine. Their quarantine period will continue for 14 days after the Isolation period of the positive household member ends or as directed by a Public Health Nurse. If a commuting worker lives with other household members who are at an elevated risk for COVID-19 infection, the employer may consider offering temporary lodging as an isolation or quarantine facility.
 - v. Companies may choose one of the CDC-established strategies (test-based, or time/symptom-based) for discontinuing staff from Isolation; selecting a strategy to discontinue Isolation should be made in consultation with Public Health staff and in the context of local circumstances. The time/symptom-based strategy is currently recommended by the Section of Epidemiology for most cases.
 - vi. If previously positive individuals are displaying COVID-like symptoms and evaluation fails to identify a diagnosis other than SARS-CoV-2 infection (e.g., influenza), then the person may warrant evaluation for SARS-CoV-2 reinfection in consultation with an infectious disease or infection control expert. Isolation may be warranted during this evaluation, particularly if symptoms developed after Close Contact with an infected person.
- d. **Close Contact Quarantine.** *All workers who have been identified by public health staff as Close Contacts to a COVID-19 case are required to remain in monitored quarantine for 14 days.*
 - i. Workers should be placed into Close Contact Quarantine immediately upon being identified as Close Contacts through contact tracing. Additionally, workers who are clearly Close Contacts (for example: roommates, significant others or family members) should be put into

- Close Contact Quarantine immediately; coordinating with Public Health should not delay that process. Individuals who have previously tested positive for or been diagnosed with COVID-19 are exempt from quarantine requirements for a period of 90 days beginning from the date of their first positive test, or the onset of their symptoms, whichever is first. Any symptomatic recent former positive may need retesting and/or quarantine; consult with a medical provider.
- ii. While the CDC Guidance for [Implementing Safety Practices for Critical Infrastructure Workers Who May Have Had Exposure to a Person with Suspected or Confirmed COVID-19](#) does allow for Critical Infrastructure Workers to continue work during quarantine following specific testing requirements, recent events here in Alaska have shown that the safety measures recommended are not adequate to prevent the spread of the virus in a congregate work setting such as a seafood processing plant. Seafood processing companies will only allow Close Contacts to continue working under Close Contact Quarantine if the worker can maintain strict social distancing, *and* the worker's function is critical to the Minimum Basic Operations of the facility (payroll, safety and sanitation, facility maintenance, etc.). Receiving catch, processing seafood, and delivering product are *not* considered Minimum Basic Operations.
 - iii. If the facility has enough remaining workers who are not under isolation and/or quarantine to safely continue processing operations, the facility may restart operations once the workspace occupied by the positive case(s) has been completely sanitized.
 - iv. Procedures for Close Contact Quarantine.
 - 1. Close Contact Quarantine should be done in an environment with no opportunity for Social Mixing. If an individual is quarantining at home, all other members in the household who cannot maintain social distancing should also be following the same Close Contact Quarantine requirements.
 - 2. During Close Contact Quarantine following a confirmed case in the workplace, workers must be quarantined separately in single rooms unless otherwise directed by a Public Health Nurse or other medical professional assigned to handle the case by the State, with food delivered. Persons at higher risk for COVID-19 infection due to underlying medical conditions must be quarantined individually
 - 3. Commuting workers may be permitted to complete Close Contact Quarantine in their home. If an individual is quarantining at home, all other members in the household should maintain social distancing to the maximum extent possible throughout the quarantine period. If a commuting worker lives with other household members who are at an elevated risk for

- COVID-19 infection, they should consult with Public Health Nursing for recommended protective measures.
4. Individuals under quarantine will be screened for symptoms and have temperature checks twice a day. Temperature checks may be self-administered.
5. Quarantined workers may not leave their quarantine facility except to receive medical treatment.
6. Should any symptom of COVID-19 develop including a fever, follow the identification protocol in the seafood processing company's Community/Workforce Protective Plan. Seek testing and medical treatment immediately if symptoms are suspected to be caused by COVID-19. Of note: you do not need more than one symptom to be considered at risk of having COVID-19.
7. The employer will retain records of a worker's completion of Close Contact Quarantine, including the dates and location of quarantine, records of twice daily temperature readings, and daily observations of COVID-19 symptoms as identified by the CDC.

XI. Response to Large Outbreaks. An employer's projected strategies for managing reasonable numbers of positive cases should be detailed in the company's CWPP. If the number of positive cases grows beyond the strategies planned for in the company's CWPP, the employer must work with State and local government officials to conduct contingency planning.

- a. **Outbreak Contingency Plans.** For large outbreaks, which exceed the normal capacity of the company to manage easily, State and local government authorities may request that the company develop and submit an Outbreak Contingency Plan, detailing in writing how the company will conduct their response.
 - i. An Outbreak Contingency Plan is not a standing document, it is only developed once the situation exceeds the company's CWPP, and is customized to manage the unforeseen incident.
 - ii. Companies should plan to Isolate and Close Contact Quarantine affected workers on-site if it is safe to do so, locally within the community if it is possible, or to move affected workers to a larger community if no safe options are locally available.
 - iii. Movement of positive workers or Close Contacts between communities for Isolation and Close Contact Quarantine will require an Outbreak Contingency Plan.
 - iv. Elements of an Outbreak Contingency Plan may include:
 1. Movement plans for positives cases and Close Contacts.
 2. Lodging, dining and wrap-around services for Isolated and quarantined workers.
 3. Medical monitoring plans for Isolated workers.
 4. Security considerations at the worksite and lodging site.

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5. Any agreements with local authorities.
 6. Any contractual agreements with other private sector businesses for monitoring, testing, transport or security.
 7. Discontinuation and Return to Work Strategies.
 8. Cleaning procedures for the workplace and any vehicles used for transport.
- b. **Public Messaging.** It is highly recommended that employers work with the local government authorities to discuss options for public messaging in the event of a large number of positive cases from a single facility or cases that may be of concern to the local population.

This Appendix supersedes the travel, testing, screening, continuous monitoring, and immediate action procedures for all shore-based processing plant Community/Workforce Protective Plans. All other procedures in previously finalized Community/Workforce Protective Plans remain in effect.

Processor or catcher-processor vessels will follow this Appendix for travel, testing, screening, continuous monitoring, immediate action procedures, and all other procedures in Appendix 5-02 to EO 2021-05 or their previously submitted fleet or association Protective Plan.

Emergency Ordinance 2021-05

Appendix 5-02

PROTECTIVE PLAN FOR INDEPENDENT COMMERCIAL FISHING VESSELS

This Appendix will establish general guidance for commercial fishing vessels. Due to the wide variation of conditions between geographic regions, additional guidance may be passed by local governments and regional fisheries associations. This order establishes the minimum standard for protective measures.

I. Applicability.

- a. This Appendix applies to all catcher and tender vessels that have not agreed to operate under a fleet-wide plan submitted by a company, association, or entity that represents a fleet of vessels. This Appendix alleviates the requirement for independent commercial fishing vessels to submit a Community/Workforce Protective Plan to the Alaska COVID-19 Unified Command.

II. Documentation. Vessel captains are required to maintain a ship's log as a written or time-stamped electronic document covering, at a minimum, the following information:

- a. For the 2021 season, each independent vessel captain must sign EO 2021-05, Appendix 04, Acknowledgement Form, prior to actively participating in the 2021 commercial fishing season. This form is an acknowledgement of the requirements of this Appendix and an explicit description of which protective plan (State or fleet-wide plan) they are enacting and enforcing on the vessel.
- b. Certification that crew members have been screened upon arrival in accordance with Section V.
- c. Certification that arriving crew members have completed Entry Quarantine in accordance with Section IV.

III. Definitions.

- a. **Close Contact** means being within six feet of a known or suspected COVID-19 positive case for 15 minutes or greater or having had direct contact with the infectious secretions of a positive COVID-19 case. This determination is irrespective of whether or not either person was wearing a face covering. The 15-minute time period does not have to be continuous, it may be cumulative over a 24-hour period.
- b. **Isolation** is the separation of people infected with the virus (those who are sick with COVID-19 and those with no symptoms) from people who are not infected. Anyone with a positive test result (that has not recently recovered from the virus)

or who is diagnosed by a medical professional through symptoms must isolate. Isolation is monitored by medical professionals and is discontinued upon receipt of a clearance letter from a medical provider.

- c. **Non-Safe Transit** is a mode of transportation on which some passengers have not completed entry quarantine and testing requirements, or their quarantine and testing status is unknown. This can also apply when social distancing and/or appropriate PPE cannot or is not used to isolate the travelers from the vehicle crew. Unless verified by the air carrier, all non-chartered commercial air travel is considered Non-Safe Travel.
- d. **Onward Travel** refers to the leg of travel from the quarantine location to the final destination port for a crewmember who is conducting pre-travel or mid-travel entry quarantine.
- e. **Quarantine** is the separation of individuals whose medical status is unknown, in order to prevent the possible spread of the virus to others. For the purposes of this Appendix, there are two primary types of quarantine, Close Contact Quarantine and Entry Quarantine:
 - i. **Close Contact Quarantine** is a quarantine process where an individual is suspected of infection after being exposed to a positive case. Close Contact Quarantine is monitored by a medical professional or designated representative of the employer to ensure compliance and daily health checks. Section VIII.e provides detailed guidance for the observation of close contact quarantine.
 - ii. **Entry Quarantine** is a sequestering process that occurs when an individual arrives to the State of Alaska, or returns after being away for longer than 72 hours. Section IV.a provides detailed guidance for the observation of entry quarantine.
- f. **Quarantine Group** is any group of crewmembers that are living or working in close proximity during Entry Quarantine. These crewmembers will be assigned to a Quarantine Group and complete the remainder of their quarantine and travel together. All crewmembers sleeping in one room must be assigned to the same Quarantine Group. Quarantine Groups must be kept as small as possible to prevent multiple crewmembers from being exposed at once, and may not exceed 10 individuals. Should any member of the Quarantine Group develop symptoms or have a positive PCR test, all other members of the Group must start Close Contact Quarantine.
- g. **Safe Transit** is a mode of transportation on which all travelers have completed quarantine and testing requirements, and are not mixing with any populations whose quarantine and testing status is unknown. This can be a chartered aircraft, a ground vehicle, or a vessel. Social distancing and/or appropriate PPE will be used to isolate the travelers from the vehicle crew, particularly in chartered aircraft and taxis.
- h. **Strict Social Distancing** is a limited form of Entry Quarantine. While observing Strict Social Distancing (SSD), an individual:

- i. May be in an outdoor public place, but must remain six feet away from anyone not in their immediate household or workgroup, and must wear a face covering.
 - ii. May arrange curbside shopping or have food delivery, but may not enter restaurants, bars, gyms, community centers, sporting facilities, retail stores, office buildings, and school or daycare facilities.
 - iii. May not participate in any group activities, including sporting events and practices, weddings, funerals, or other gatherings.
- i. **Testing.** There are three purposes for COVID-19 testing: Diagnostic Testing, Entry Testing, and Continuous Screening Testing.
 - i. Diagnostic Testing is intended to identify current infection in individuals and is performed when a person has signs or symptoms consistent with COVID-19, or when a person is asymptomatic but has recent known or suspected exposure to a confirmed case. This testing should be conducted as soon as possible once the individual is identified as a close contact. The individual must be kept separate from all others while test results are pending.
 - ii. Entry Testing is conducted during a crewmember's Entry Quarantine process to determine if it is safe for the crewmember to travel and enter the designated entry quarantine site, or be released from quarantine.
 - iii. Continuous Screening Testing (CST) is performed to identify persons who may be contagious so that measures can be taken to prevent further transmission. Screening testing will be conducted on asymptomatic crewmembers after completion of Entry Quarantine and without known exposure to a confirmed case.

IV. Travel Procedures

- a. **Out-of-State Travel and Entry Quarantine Options.** All arriving crewmembers are required to observe a 14-day Entry Quarantine period. Vessel crews may begin work during their Entry Quarantine period under the protective measures enacted by this order, but *are not permitted to shorten or modify quarantine using a test-based strategy*. Vessel captains will arrange for their crewmembers arriving to the State to follow one of the following methods:
 - i. **Pre-Season Quarantine –**
 - 1. The preferred method of Entry Quarantine for arriving vessels is for the entire vessel crew to observe a 14-day Entry Quarantine and testing in the Lower 48 prior to boarding the vessel and sail as a Movement Cohort with the vessel as a means of Safe Transit. All crewmembers will be screened for new symptoms prior to boarding.
 - 2. Alternately, the crew could choose to quarantine at sea. To do so, all crewmembers must be tested within 48 hours prior to boarding the vessel and be screened for new symptoms prior to boarding. The quarantine period will start upon departure from the last out-of-State port. The time spent in transit, demonstrated through a

- ship's log or equivalent record, will count toward the 14-day Entry Quarantine period if all protective measures are followed. The vessel may not have face-to-face interactions with other vessel crews or shore-based personnel until all crewmembers on board have completed their quarantine period, which will be documented in the ship's log.
- ii. **Mid-Season Quarantine** – Crewmembers who need to travel to Alaska to join a vessel must observe a 14-day self-quarantine period after arriving, either in temporary lodging or on board the vessel.
 - iii. **Travel Procedures.** All crewmembers in transit on commercial or chartered aircraft must wear a cloth face covering that meets the recommendations contained in Ord. 2020-45. This face covering must be worn while transiting air terminals (to be temporarily removed for security screening), while on the plane, and any follow-on ground transportation until they reach their self-quarantine facility (*e.g.*, bunkhouse, vessel or private lodging). Crewmembers should clean or dispose of face coverings in accordance with Ord. 2020-45. Crewmembers in transit should carry documentation from the vessel or company indicating that they are an essential Critical Infrastructure Crewmember. Arriving crewmembers must proceed directly to the vessel or their designated self-quarantine location, must practice social distancing and avoid interaction with the community, and may not stop at any location between arrival at the local airport and transport to the vessel or Entry Quarantine location.
 - iv. **Entry Quarantine.** All crewmembers will comply with the protective measures set by EO 2021-05, International and Interstate Travel, the local government, and their lodging facility during Entry Quarantine. Crewmembers' temperature should be taken twice daily during self-quarantine. Should fever symptoms develop, follow the **Isolation** protocol in Section VIII.b; seek testing and medical treatment immediately if symptoms are suspected to be caused by COVID-19.
 - 1. To the greatest extent possible, arriving crewmembers should observe Entry Quarantine at their final destination in Alaska.
 - 2. Arriving crewmembers should be aware that some local communities, boatyards, or harbormasters may have enacted additional protective measures, and must comply with those measures.
 - 3. If arriving crewmembers must work or the vessel must get underway while some crewmembers are still within their 14-day self-quarantine period, they must not have contact with local populations during the 14-day period.
 - 4. If a new crewmember joins a quarantined worksite or vessel, they must practice social distancing and take all steps to minimize contact with other crew for 14 days. If this is not possible, an alternative would be to restart the 14-day clock for the entire crew.

5. For crewmembers who live locally or return to port daily, crewmembers, families, or roommates should practice social distancing for the duration of the season.
 6. If Entry Quarantine is not being observed on the vessel, crewmembers should only travel between their designated quarantine lodging and worksite.
 7. Quarantined crewmembers may not enter public spaces, to include retail stores, for any reason other than to seek medical attention.
 8. The vessel must report that it is undergoing quarantine or has a quarantined crewmember on board if it has any contact with another vessel, a processor, or a harbormaster. Vessels are required to fly a “Lima” flag or similar yellow and black pennant if they have any crew on board still under quarantine.
- v. **Testing.** To the greatest extent possible, arriving crewmembers should receive a PCR test within 48 hours of commencing travel, or as close to commencing travel as possible in order to have results prior to traveling. Individuals with positive test results may not travel. If a pre-travel test is not possible, crewmembers must test at their own or the employer’s expense immediately upon arrival in Alaska. The initial test may be conducted en route to their destination port, but must be completed prior to entering their Entry Quarantine lodging or boarding the vessel. Crewmembers should retain documentation of test results.
- vi. **Arrival Screening.** All crewmembers will be screened (see Section V) for symptoms upon arrival at the destination port prior to being allowed to board the vessel.
- b. **Initial In-State Travel and Strict Social Distancing (SSD) Options.** Crewmembers who are already resident in the State for longer than 14 days prior to joining a vessel crew will follow EO 2021-05, International and Intrastate Travel when traveling to a community off of the road system or Alaska Marine Highway System to join a vessel crew.
- c. **Vessel Transit Between Alaskan Ports.** During the course of the fishing season, it is expected that vessels will transit between Alaskan ports and communities. If the vessel intends to remain at the destination port for less than 72 hours before returning to the port of embarkation, the entire crew will observe strict social distancing measures while in the temporary port, and will not disembark the vessel while in port for non-essential purposes. If the vessel intends to remain in the vicinity of the destination port for longer than 72 hours, or plans to transit to additional ports, they will observe the following protective measures:
- i. To the greatest extent possible, all crewmembers should receive a PCR test within 48 hours of commencing transit.
 - ii. Upon arrival at the destination port, the entire crew will observe strict social distancing measures for the first five days, and will not disembark the vessel for non-essential purposes.

- iii. Once the initial Entry Quarantine period after arriving in the State has been observed, there is no State requirement to repeat the Entry Quarantine period when moving between Alaskan communities.
- d. Fisheries Observers must complete their travel and quarantine in accordance with their employer's submitted Community/Workforce Protective Plan. Once they report to a vessel, they will be screened by the vessel captain before boarding, and follow the safety measures in the vessel's protective plan while on board.
- e. Compliance with this Appendix does not constitute a right to travel or access into any areas. It is incumbent upon the individual traveler to ensure that any proposed travel itinerary is still possible and to adhere to any and all additional restrictions enacted by air carriers and lodging facilities or by small communities.

V. Arrival Screening of Personnel. All crewmembers will be screened upon arrival to the vessel, using the following procedures. Vessel captains may wish to arrange for dedicated spaces to conduct arrival screening.

- a. Verbal Screening Questions
 - i. Have you experienced any cough, difficulty breathing, shortness of breath, loss of smell or taste, sore throat, unusual fatigue or symptoms of acute respiratory illness in the last 72 hours?
 - ii. Have you experienced a fever (100.4° F [38° C] or greater using an oral thermometer) within the last 72 hours?
 - iii. Have you experienced signs of a fever such as chills, aches & pains, etc. within the last 72 hours?
 - iv. In the past 14 days, have you traveled in an area or country with widespread COVID-19 transmission without practicing social distancing?
 - v. Have you had contact within the past 14 days with a lab-confirmed or suspected COVID-19 case patient? (Contact defined as being within 6 feet of a COVID-19 case for a prolonged period of time (10 minutes) or having direct contact with infectious secretions of a COVID-19 case).
- b. Physical Screening
 - i. Each crewmember should demonstrate a measured temperature < 100.4°F. (This reference is for oral temperature, a forehead (temporal) scanner is usually 0.5°F (0.3°C) to 1°F (0.6°C) lower than an oral temperature. An ear (tympanic) temperature is 0.5°F (0.3°C) to 1°F (0.6°C) higher than an oral temperature.)
 - ii. Anyone performing a physical screening should wear appropriate PPE. If PPE is not available, the crewmember may take their own temperature.
 - iii. Each crewmember must be free of fever or respiratory symptoms. A possible exception would be if crewmember has mild symptoms that are clearly attributable to another source (i.e. allergies).
- c. If a crewmember fails verbal or physical screening, or is displaying viral symptoms, they will not be allowed to board.
- d. Additionally, vessel captains should assess each crewmembers' individual risk factors (*e.g.*, older age; presence of chronic medical conditions, including

immunocompromising conditions) and enact additional protective measures as needed to minimize their risk.

- VI. Protecting the Public.** It is anticipated that catcher and tender vessels may have local community contact for the following reasons: offload, resupply, and maintenance; planned shipyard work at the beginning of the season; vessels that return to port daily or frequently as part of their fishery; medical or other unforeseen emergencies. Vessel captains and crewmembers must use the following procedures to limit contact with members of the public to the greatest extent possible:
- a. Once all members of the crew have completed Entry Quarantine or transit SSD requirements, crewmembers should keep their interactions with the local community to a minimum. Many municipal and tribal governments have enacted local Emergency Ordinances, which will govern the conduct of crewmembers while in port.
 - b. For crewmembers who live locally or return to port daily, crewmembers and families or roommates must follow social distancing guidelines.
 - c. All face-to-face interaction between crew and shore-based workers will be kept to an absolute minimum, such as receiving for supplies, off-loading catch, fish tickets, and refueling. Those interactions that cannot be conducted remotely must follow social distancing guidelines.
 - d. When contracting for services, vessel captains should ensure that vendors providing services to or onboard vessels in port follow appropriate safety precautions.
 - e. Vessel captains should check in with the harbormaster prior to any port of call, and follow the directives of harbormasters while in their ports.
 - f. Private sector businesses such as retailers, hotels and air carriers may also enact additional measures as a part of their protective plans, which must be followed in order to obtain their services.
- VII. On Board Protective Measures.** All crewmembers must receive training on the requirements of this Appendix. Vessel captains should enact protective measures as appropriate to their vessel size and design in order to limit proximity of persons while onboard or underway.
- a. All crewmembers should be screened daily for:
 - i. New signs of fever, cough, difficulty breathing, loss of smell or taste, unusual fatigue, or shortness of breath
 - ii. If there is a respiratory illness identified on board, take temperature twice daily of each crewmember
 - iii. If there are symptoms presenting, repeat the screening from Section V.
 - b. Vessel captains should consider limiting the number of crewmembers allowed in operational spaces such as the wheelhouse and engine room, and staggering meal times to reduce the number of crew in the mess area. These social distancing measures are not required if the entire vessel crew is comprised of members of a single-family unit. These social distancing measures may not be possible on smaller vessels.

- c. Vessel captains should consider enacting additional protective measures for galleys and mess areas. Additionally, vessels should implement enhanced cleaning procedures for common surfaces and spaces. Detailed recommended procedures for cleaning, sanitizing, and disinfecting a vessel and disposal of PPE can be found at: <https://discoveryhealthmd.com/coronavirus-corner/>
- d. Vessel captains should encourage basic common hygiene practices, such as: frequent and thorough hand washing; respiratory etiquette, including covering coughs and sneezes; discouraging crewmembers from using others' personal property, work tools, and equipment.
- e. Crewmembers should be required to stay in their assigned accommodations if they are sick.
- f. For any material (e.g., lines, fish tickets) that must be passed between vessels or to shore, crewmembers should wear gloves and face coverings when handling material and perform hand hygiene after transfer. Crewmembers must disinfect any new supplies that arrive on board. After handling material, crew should remove and discard or wash gloves, immediately wash hands with soap and water or use hand sanitizer, and then disinfect any personal items they may have touched, such as radios.
- g. If the crew will be completing the 14-day self-quarantine on-board, it is acceptable to continue to fish during this time. Restrict contact with tenders or shore-personnel as much as possible. If contact with other vessels or personnel must occur, adhere to the safety plans set up by tender or port facilities, and utilize the following precautions:
 - i. Restrict personnel from boarding the vessel, any communication should be done by phone or radio instead of in person if possible
 - ii. Wipe down rails, door handles, and surfaces frequently with disinfecting wipes.
 - iii. Vessels are required to fly a "Lima" flag or similar yellow and black pennant if they have any crew on board under quarantine.
- h. Vessel captains should consider implementing a schedule of Continuous Screening Testing (CST) so that every crewmember is tested for COVID-19 at least once every two months while on board.
- i. To the greatest extent possible, vessels should discourage cross-decking or adding crewmembers once the crew is formed and all members have completed Entry Quarantine.

VIII. Procedures for Crewmembers who Become Ill. Vessels must follow the following procedures for identification, isolation and notification of crewmembers who begin to show symptoms of infection:

- a. **Identification.** Screen crew daily for:
 - i. New signs of fever, cough, difficulty breathing, loss of smell or taste, unusual fatigue or shortness of breath.
 - ii. If there is a respiratory illness identified on board, take temperature twice daily of each crewmember.
 - iii. If there are symptoms presenting, repeat the screening from Section V.

- iv. If a crewmember screens “yes” to any of the symptom questions (1-3), place a surgical mask on if tolerated.
- v. If a crewmember screens “yes” to BOTH: (1) any of the symptom questions (1-3); AND (2) an epidemiological risk factor questions (4 or 5), place a surgical mask on crewmember and isolate them per the **Isolation** protocol below.
- vi. Evaluating provider must don appropriate PPE and begin to document who has had exposure to the crewmember within the last two days.
- vii. If available, or as soon as practicable, obtain a rapid influenza swab. If positive, and no other reason to suspect COVID-19, treat crewmember as an influenza case, not a COVID-19 case. There can be co-infection with COVID-19 and influenza, if there is any suspicion for COVID-19 exposure in the prior 14 days, continue to treat as a suspected COVID-19 case.
- viii. If a crewmember screens “yes” to fever and respiratory symptoms, but does not clearly have an exposure that would qualify for a COVID-19 suspect case, seek medical evaluation and, at a minimum, recommend isolation for 72 hours AFTER the fever ends without the use of fever-reducing medications AND an improvement in initial symptoms (i.e. cough, shortness of breath) before returning to work.

b. Isolation. Isolation separates sick people with a contagious disease from people who are not sick. When possible, isolate sick crewmembers in a separate stateroom and designate a head that is only for isolated crew. In vessels that cannot accommodate isolation, consider the entire vessel under quarantine for 14 days.

- i. If a crewmember is identified as a potential COVID-19 case, immediately ask them to wear a facemask (a surgical mask, not N-95), unless they are having difficulty breathing. If there are no face masks available, a cloth face covering may be used as a last resort.
- ii. Place the crewmember in a private room with the door closed, ideally an airborne infection isolation room if available. Place a label on the door indicating no one is to enter the room without proper PPE. This room should have separate toilet and bathing facilities.
- iii. Any staff entering the room should use Standard Precautions, Contact Precautions, and Airborne Precautions, and use eye protection such as goggles or a face shield. If N-95 masks are not available, a surgical mask may be considered an acceptable alternative at this time.
- iv. Access to the room should be limited to personnel involved in direct care. Meals should be delivered to the room and dishes and utensils cleaned separately. Anyone with exposure to the crewmember should document the date and time of exposure, nature of exposure (close contact, same room, secretions), and PPE worn. Meticulous hand hygiene MUST be performed immediately after doffing PPE.
- v. Maintain a distance of six feet from the sick crewmember and keep interactions with them as brief as possible.

- vi. Limit the number of people who interact with sick people. To the extent possible, have a single person give care and meals to the sick person.
- vii. Provide tissues and access to soap and water, and ask the sick crewmembers to cover their mouth and nose with a tissue (or facemask) when coughing or sneezing.
- c. **Notification.** Vessel captains should notify the nearest Public Health Nursing Center or the DHSS Section of Epidemiology at 907-269-8000 in the event of a positive clinical diagnosis or positive test result in their workplace. A full list of Public Health Nursing Centers is available here:
<http://dhss.alaska.gov/dph/Nursing/Pages/locations.aspx>.
 - i. Vessel captains may also be required by local ordinances to contact the local or Borough government authorities or Emergency Operations Center (EOC).
 - ii. The information that must be provided when notifying Public Health of a case includes the name of the case and his/her date of birth, current address, state or country of permanent residence, telephone number, and the date of test result.
 - iii. Persons on vessels underway who exhibit symptoms consistent with COVID-19 must be reported to the U.S. Coast Guard Captain of the Port (COTP). For Southeast Alaska north to Yakutat, the COTP is USCG Sector Juneau. For Prince William Sound around to the Chukchi Sea, the COTP is USCG Sector Anchorage.
 - iv. Vessels that departed from a foreign port and are destined for a U.S. port must report to the closest Center for Disease Control and Prevention (CDC) Quarantine Station any sick or deceased crew/passengers during 15 days prior to arrival at the U.S. port. Guidance to vessels to report deaths and illnesses to the CDC can be found at:
<https://www.cdc.gov/quarantine/cruise/reporting-deaths-illness/guidance-how-report-onboard-death-illness.html>.
 - v. Vessels will follow the contact process from the State of Alaska Maritime Communicable Disease Emergency Response Plan.
- d. **Transportation.** Procedures for transportation of suspected COVID-19 cases at disembarkation:
 - i. Vessel captains must contact the harbormaster and local clinic prior to disembarking a crewmember who suspected of having COVID-19.
 - ii. For the crewmember with suspected COVID-19: A facemask should be worn by the patient for source control. If a nasal cannula is in place, a facemask should be worn over the nasal cannula. Alternatively, an oxygen mask can be used if clinically indicated. If the patient requires intubation, see: <https://www.cdc.gov/coronavirus/2019-ncov/hcp/guidance-for-ems.html> for aerosol-generating procedures.
 - iii. If ambulance transportation is required, local EMS should be notified that this is a potential COVID-19 case so that responders may use appropriate PPE and follow their protocols.

- iv. If private vehicle transportation is utilized: Anyone who will be driving a crewmember with suspected COVID-19 should maintain as much distance from the crewmember as possible, wear a mask if available, and avoid unnecessary contact with the ill person and their belongings. If the driver will provide direct care to the ill person (*e.g.*, moving patients onto stretchers), they should wear recommended PPE. After transportation is complete and before reentering a driver's compartment, the driver should remove and dispose of any PPE in sealed plastic bag and perform hand hygiene. Windows should be down to allow for air exchange if possible.
 - v. The receiving healthcare facility must be notified that a patient with suspected COVID-19 is being brought in so that they may take appropriate infection control precautions.
- e. **Close Contact Quarantine.** Quarantine separates and restricts the movement of people who were exposed to a contagious disease to see if they become sick. If separate staterooms with designated bathrooms are available, this procedure may be considered for individual crew. Otherwise, consider for the entire vessel under Close Contact Quarantine following a positive case.
- i. Crew members who have had high-risk exposures to a person suspected of having COVID-19 should be quarantined in their cabins. All potentially exposed crew members should avoid leaving the vessel and self-monitor under supervision of ship medical staff or telemedicine providers until 14 days after the last possible exposure (if the ill crewmember remained on the vessel and could not be fully separated from healthy crew, consider the entire vessel under quarantine for 14 days after the case is determined by public health to no longer need isolation). If an entire vessel is under quarantine, they may continue to work.
 - ii. If personnel develop fever, cough, difficulty breathing, or other symptoms of COVID-19 while in quarantine, they should be isolated and undergo medical assessment, notification and transportation as per the other relevant sections of this Appendix.
 - iii. Vessel management and telemedicine providers should remain in contact with personnel through the self-monitoring period to oversee self-monitoring activities.
 - iv. If the vessel returns to port with a sick crewmember, remaining crewmembers are not permitted to leave the vessel except to receive medical care or to move directly to a suitable quarantine location. No off-vessel work is permitted. The vessel must coordinate delivery of food or other necessities. Vessels are required to fly a "Lima" flag or similar yellow and black pennant if they have any crew on board under quarantine.
 - v. The remaining exposed crewmembers must complete a 14-day Close Contact Quarantine period, from the time the sick crewmember is transported, on the vessel or in a suitable quarantine location.

IX. Continuity of Fisheries Operations.

- a. Vessel captains should consider the impact that this pandemic will have on the fishing industry as a whole, their suppliers and wrap-around services such as fuel, groceries and lodging.
- b. Vessel captains should consider the potential impact to their operations that may arise as a result of outbreaks or increased rates of crewmember absenteeism, and enact plans for cross-training crewmembers to the greatest extent possible.
- c. Vessel captains must cease operations and return to port if they do not have enough healthy crewmembers remaining to safely operate the vessel.

Appendix 5-03

PROTECTIVE PLAN FOR INDEPENDENT COMMERCIAL HARVESTERS

This Appendix will establish general guidance for commercial fishing harvesters operating from shore, open skiffs, and other means where the crew is not living on board a vessel for multiple days at sea. Due to the wide variation of conditions between geographic regions, additional guidance may be passed by local governments and regional fisheries associations. This Appendix establishes the minimum standard for protective measures.

- I. Applicability.**
 - a. This Appendix applies to all commercial fishing harvesters who do not meet the applicability definition for independent commercial fishing vessels contained in EO 2021-05, and that have not agreed to operate under a fleet-wide plan submitted by a company, association, or entity that represents a fisheries sector.
- II. Documentation.** Harvesting Site Managers are required to maintain a ship's log as a written or time-stamped electronic document covering, at a minimum, the following information:
 - a. For the 2021 season, each Site Manager must sign the EO 2021-05, Appendix 4-04 Acknowledgement Form prior to actively participating in the 2021 commercial fishing season. This form is an acknowledgement of the requirements of this Appendix.
 - b. Certification that crew members have been screened upon arrival in accordance with Section V.
 - c. Certification that arriving crew members have completed Entry Quarantine in accordance with Section IV.
- III. Definitions.**
 - a. **Close Contact** means being within six feet of a known or suspected COVID-19 positive case for 15 minutes or greater or having had direct contact with the infectious secretions of a positive COVID-19 case. This determination is irrespective of whether or not either person was wearing a face covering. The 15-minute time period does not have to be continuous, it may be cumulative over a 24-hour period.

- b. **Harvesting Operation.** Multiple harvesters working at the same site in close proximity will be considered a Harvesting Operation. They may be in shared accommodations or separate facilities, but using the same equipment and selling their catch collectively.
- c. **Isolation** is the separation of people infected with the virus (those who are sick with COVID-19 and those with no symptoms) from people who are not infected. Anyone with a positive test result (that has not recently recovered from the virus) or who is diagnosed by a medical professional through symptoms must isolate. Isolation is monitored by medical professionals and is discontinued upon receipt of a clearance letter from a medical provider.
- d. **Non-Safe Transit** is a mode of transportation on which some passengers have not completed entry quarantine and testing requirements, or their quarantine and testing status is unknown. This can also apply when social distancing and/or appropriate PPE cannot or is not used to isolate the travelers from the vehicle crew. Unless verified by the air carrier, all non-chartered commercial air travel is considered Non-Safe Travel.
- e. **Onward Travel** refers to the leg of travel from the quarantine location to the final destination port for a crewmember who is conducting pre-travel or mid-travel entry quarantine.
- f. **Quarantine** is the separation of individuals whose medical status is unknown, in order to prevent the possible spread of the virus to others. For the purposes of this Appendix, there are two primary types of quarantine, Close Contact Quarantine and Entry Quarantine:
 - i. **Close Contact Quarantine** is a quarantine process where an individual is suspected of infection after being exposed to a positive case. Close Contact Quarantine is monitored by a medical professional or designated representative of the employer to ensure compliance and daily health checks. Section VIII.e provides detailed guidance for the observation of close contact quarantine.
 - ii. **Entry Quarantine** is a sequestering process that occurs when an individual arrives to the State of Alaska, or returns after being away for longer than 72 hours. Section IV.a provides detailed guidance for the observation of entry quarantine.
- g. **Quarantine Group** is any group of crewmembers that are living or working in close proximity during Entry Quarantine. These crewmembers will be assigned to a Quarantine Group and complete the remainder of their quarantine and travel together. All crewmembers sleeping in one room must be assigned to the same Quarantine Group. Quarantine Groups must be kept as small as possible to prevent multiple crewmembers from being exposed at once, and may not exceed ten individuals. Should any member of the Quarantine Group develop symptoms or have a positive PCR test, all other members of the Group must start Close Contact Quarantine.
- h. **Safe Transit** is a mode of transportation on which all travelers have completed quarantine and testing requirements, and are not mixing with any populations whose quarantine and testing status is unknown. This can be a chartered aircraft, a ground vehicle, or a vessel. Social distancing and/or appropriate PPE will be used to isolate the travelers from the vehicle crew, particularly in chartered aircraft and taxis.

- i. **Site Manager.** Though there may be several individual permit holders in a Harvesting Operation, the senior permit holder who conducts business transactions on behalf of the Harvesting Operation will be considered the Site Manager, and be responsible for enacting and enforcing this order within his or her Harvesting Operation.
- j. **Strict Social Distancing** is a limited form of Entry Quarantine. While observing Strict Social Distancing (SSD), an individual:
 - i. May be in an outdoor public place, but must remain six feet away from anyone not in their immediate household or workgroup, and must wear a face covering.
 - ii. May arrange curbside shopping or have food delivery, but may not enter restaurants, bars, gyms, community centers, sporting facilities, retail stores, office buildings, and school or daycare facilities.
 - iii. May not participate in any group activities, including sporting events and practices, weddings, funerals, or other gatherings.
- k. **Testing.** There are three purposes for COVID-19 testing: Diagnostic Testing, Entry Testing, and Continuous Screening Testing.
 - i. **Diagnostic Testing** is intended to identify current infection in individuals and is performed when a person has signs or symptoms consistent with COVID-19, or when a person is asymptomatic but has recent known or suspected exposure to a confirmed case. This testing should be conducted as soon as possible once the individual is identified as a close contact. The individual must be kept separate from all others while test results are pending.
 - ii. **Entry Testing** is conducted during a crewmember's Entry Quarantine process to determine if it is safe for the crewmember to travel and enter the designated entry quarantine site, or be released from quarantine.
 - iii. **Continuous Screening Testing (CST)** is performed to identify persons who may be contagious so that measures can be taken to prevent further transmission. Screening testing will be conducted on asymptomatic crewmembers after completion of Entry Quarantine and without known exposure to a confirmed case.

IV. Travel Procedures

- a. **Out-of-State Travel and Entry Quarantine Options.** Harvesting Operations will make every effort to prevent a potentially infectious harvester from exposing other harvesters or community members during travel and in their final destination community in Alaska. Harvesting Operations will arrange for their arriving harvesters to follow one of the following methods:
 - i. **Mid-Travel Quarantine** – Harvesters will travel to Alaska and observe a 14-day self-quarantine period in temporary lodging in a large community that has a General Acute Care or Critical Access Hospital (*i.e.*, Anchorage or Juneau) prior to beginning onward travel to their final destination community. This method will allow harvesters to immediately begin provisioning and operating under the protective measures in Section VI below upon arrival to their destination community.

1. Testing. To the greatest extent possible, arriving harvesters should receive a PCR test within 48 hours of commencing travel to Alaska, or as close to commencing travel as possible in order to have results prior to traveling. Individuals with positive test results may not travel. If a pre-travel test is not possible, harvesters must test at their own or the employer's expense immediately upon arrival in Alaska. The initial test must be completed prior to entering their Entry Quarantine lodging. Harvesters should retain documentation of test results.
2. Travel. All harvesters in transit on commercial aircraft must wear a cloth face covering that meets the recommendations contained in EO 2020-61. This face covering must be worn while transiting air terminals (to be temporarily removed for security screening), while on the plane, and any follow-on ground transportation until they reach their quarantine facility. Harvesters in transit should carry documentation indicating that they are an essential Critical Infrastructure Worker as defined under State Health Orders. Arriving harvesters must proceed directly to their designated quarantine location, must practice social distancing and avoid interaction with the community, and may not stop at any location between arrival at the airport and transport to the Entry Quarantine location, unless it is to receive a PCR test.
2. Entry Quarantine. All crewmembers will comply with the protective measures set by EO 2021-05, International and Interstate Travel, the local government, and their lodging facility during Entry Quarantine. Crewmembers' temperature should be taken twice daily during self-quarantine. Should fever symptoms develop, follow the **Isolation** protocol in Section VIII.b. Seek testing and medical treatment immediately if symptoms are suspected to be caused by COVID-19.
3. Arrival Screening. All harvesters will be screened (see Section V) for symptoms upon arrival at the worksite prior to being allowed to enter the lodging facility.
- ii. **Post-Travel Quarantine** – Harvesters will travel to their final destination community in Alaska and observe a 14-day self-quarantine period prior to any interaction with harvesters from other Harvesting Operations or members of the local community. This method will require harvesters to follow stricter protective measures in Section IV.b.ii.4 after arrival to their destination community while in their 14-day self-quarantine period.
 1. Testing. To the greatest extent possible, arriving harvesters should receive a PCR test within 48 hours of commencing travel to Alaska, or as close to commencing travel as possible in order to have results prior to traveling. Individuals with positive test results may not travel. If a pre-travel test is not possible, harvesters must test at their own or the employer's expense immediately upon arrival in Alaska. The initial test may be conducted en route to their destination port, but must be

- completed prior to entering their Entry Quarantine lodging. Harvesters should retain documentation of test results.
2. Travel. All harvesters in transit on commercial aircraft must wear a cloth face covering that meets the recommendations contained in Health Alert 10. This face covering must be worn while transiting air terminals (to be temporarily removed for security screening), while on the plane, and any follow-on ground transportation until they reach their quarantine facility. Harvesters in transit should carry documentation indicating that they are an essential Critical Infrastructure Worker. Arriving harvesters must proceed directly to their designated quarantine location, must practice social distancing and avoid interaction with the community, and may not stop at any location between arrival at the local airport and transport to the Entry Quarantine location.
 3. Arrival Screening. All harvesters will be screened (see Section V) for symptoms upon arrival at the worksite prior to being allowed to enter the lodging facility.
 4. Entry Quarantine. Arriving harvesters must proceed directly to their designated quarantine location, must practice social distancing and avoid interaction with the community, and may not stop at any location between arrival at the local airport and transport to the worksite or self-quarantine location unless it is to receive a PCR test.
 - a. If possible, arriving harvesters will quarantine in single rooms and practice social distancing from other members of the Harvesting Operation. If single rooms are not available and/or social distancing is not feasible, the entire Harvesting Operation will observe quarantine together.
 - b. If a new harvester joins a quarantined Harvesting Operation and social distancing is not feasible, the 14-day clock will re-start for the entire Harvesting Operation.
 - c. Quarantined harvesters must maintain social distancing measures from all people outside of their Harvesting Operation, regardless of their quarantine status.
 - d. Harvesting Operations must arrange for provisioning via delivery services, curbside pick-up, or supply runners.
 - e. Quarantined harvesters may not enter public spaces, to include retail stores, for any reason other than to seek medical attention.
 - f. If the lodging facility is not adjacent to the worksite, quarantined harvesters may only travel between their designated self-quarantine lodging and worksite.
 - g. Harvesting Operations may commence work and begin fishing during quarantine, provided they can maintain social distancing measures from all people outside of their Harvesting Operation.

If they need to off-load catch during this time, they must inform the tender, processor, or transporting agent of their quarantine status.

- b. **Initial In-State Travel and Strict Social Distancing (SSD) Options.** Harvesters who are already resident in the State for longer than 14 days prior to joining a harvesting site will follow EO 2021-05, International and Intrastate Travel, when traveling to a community off the road system or Alaska Marine Highway System to join a harvesting site.
- c. Compliance with this Appendix does not constitute a right to travel or access into any areas. It is incumbent upon the individual traveler to ensure that any proposed travel itinerary is still possible and to adhere to any and all additional restrictions enacted by air carriers and lodging facilities or by small communities.

V. Screening of Personnel. All harvesters will be screened upon arrival to the worksite or lodging facility, using the following procedures or an equivalent medically vetted procedure. Site Managers may wish to arrange for dedicated spaces to conduct arrival screening in a space that can be disinfected should an arriving harvester fail the screening.

- a. Verbal Screening Questions
 - i. Have you experienced any cough, difficulty breathing, shortness of breath, loss of smell or taste, sore throat, unusual fatigue, or symptoms of acute respiratory illness in the last 72 hours?
 - ii. Have you experienced a fever (100.4° F [38° C] or greater using an oral thermometer) within the last 72 hours?
 - iii. Have you experienced signs of fever such as chills, aches & pains, etc. within the last 72 hours?
 - iv. In the past 14 days, have you traveled in an area or country with widespread COVID-19 transmission without practicing social distancing?
 - v. Have you had contact within the past 14 days with a lab-confirmed or suspected COVID-19 case-patient? (Contact defined as being within 6 feet of a COVID-19 case for a prolonged period of time (10 minutes) or having direct contact with infectious secretions of a COVID-19 case).
- b. Physical Screening
 - i. Each harvester should demonstrate a measured temperature of < 100.4° F [38° C]. (This reference is for oral temperature, a forehead (temporal) scanner is usually 0.5°F (0.3°C) to 1°F (0.6°C) lower than an oral temperature. An ear (tympanic) temperature is 0.5°F (0.3°C) to 1°F (0.6°C) higher than an oral temperature.)
 - ii. Anyone performing a physical screening should wear appropriate PPE. If PPE is not available, the harvester may take their own temperature.
 - iii. Each harvester must be free of fever or respiratory symptoms. A possible exception would be if harvester has mild symptoms that are clearly attributable to another source (i.e. allergies).

- c. If a harvester fails verbal or physical screening or is displaying viral symptoms they will immediately be isolated in accordance with Section VIII.b.
- d. Additionally, site managers should assess each harvesters' individual risk factors (e.g., older age; the presence of chronic medical conditions, including immunocompromising conditions) and enact additional protective measures as needed to minimize their risk.

VI. Protecting the Public. After all members of a Harvesting Operation have completed quarantine, it is anticipated that harvesters may have local community contact. Harvesters must use the following procedures to limit contact with members of the public to the greatest extent possible:

- a. Harvesters should adhere to any and all additional protective measures enacted by municipal or tribal governments through local Emergency Ordinances.
- b. For harvesters who live locally or return to port daily, harvesters and families or roommates must comply social distancing guidelines.
- c. Travel to high-traffic areas in communities such as retail stores will be kept to an absolute minimum. Harvesting Operations should take advantage of delivery services, curbside pick-up, and supply runners as much as possible.
- d. All face-to-face interaction between harvesters and other fisheries industry workers will be kept to an absolute minimum, such as receiving for supplies, off-loading catch, fish tickets, and refueling. Those interactions that cannot be conducted remotely must follow social distancing guidelines.
- e. Private sector businesses such as retailers, hotels, and air carriers may also enact additional measures as a part of their protective plans which must be followed in order to obtain their services.

VII. Worksite/Campsite Protective Measures.

- a. Harvesting Operations should encourage basic common hygiene practices, such as frequent and thorough hand washing; respiratory etiquette, including covering coughs and sneezes; discouraging harvesters from using others' personal property, work tools, and equipment.
- b. Harvesters are required to stay in their assigned accommodations if they are sick.
- c. Harvesting Operations should confine harvesters to their own campsite and practice social distancing with neighbors as much as possible.

VIII. Procedures for Harvesters who Become Ill. Harvesting Operations must follow the following procedures for identification, isolation, and assessment of harvesters who begin to show symptoms of infection:

- a. **Identification.** Screen all harvesters daily for:
 - i. New signs of fever, cough, difficulty breathing, loss of smell or taste, unusual fatigue or shortness of breath.
 - ii. If there is a respiratory illness identified, take temperature twice daily of each harvester.
 - iii. If symptoms are presenting, repeat the screening from Section V.

- iv. If a harvester screens “yes” to any of the symptom questions (1-3), place a surgical mask on if tolerated.
- v. If a harvester screens “yes” to BOTH: (1) any of the symptom questions (1-3); AND (2) an epidemiological risk factor questions (4 or 5), place a surgical mask on harvester and isolate them per the **Isolation** protocol below.
- vi. Evaluating provider must don appropriate PPE and begin to document who has had exposure to the harvester within the last 2 days.
- vii. If available, or as soon as practicable, obtain a rapid influenza swab. If positive, and no other reason to suspect COVID-19, treat harvester as an influenza case, not a COVID-19 case. There can be co-infection with COVID-19 and influenza, if there is any suspicion for COVID-19 exposure in the prior 14 days, continue to treat as a suspected COVID-19 case.
- viii. If a harvester screens “yes” to fever and respiratory symptoms, but does not clearly have an exposure that would qualify for a COVID-19 suspect case, seek medical evaluation and, at a minimum, recommend isolation for 72 hours AFTER the fever ends without the use of fever-reducing medications AND an improvement in initial symptoms (i.e. cough, shortness of breath) before returning to work.

b. Isolation. Isolation separates sick people with a contagious disease from people who are not sick. When possible, isolate sick harvesters in a separate room and designate a head that is only for the isolated crew. For Harvesting Operations that cannot accommodate isolation, consider all members of the Harvesting Operation under Close Contact Quarantine for 14 days.

- i. If a harvester is identified as a potential COVID-19 case, immediately ask them to wear a facemask (a surgical mask, not N-95), unless they are having difficulty breathing. If there are no facemasks available, a cloth face covering may be used as a last resort.
- ii. Place the harvester in a private room with the door closed, ideally an airborne infection isolation room if available. Place a label on the door indicating no one is to enter the room without proper PPE. This room should have a separate toilet and bathing facilities.
- iii. Any staff entering the room should use Standard Precautions, Contact Precautions, and Airborne Precautions, and use eye protection such as goggles or a face shield. If N-95 masks are not available, a surgical mask may be considered an acceptable alternative at this time.
- iv. Access to the room should be limited to personnel involved in direct care. Meals should be delivered to the room and dishes and utensils cleaned separately. Anyone with exposure to the harvester should document the date and time of exposure, nature of exposure (close contact, same room, secretions), and PPE worn. Meticulous hand hygiene must be performed immediately after doffing PPE.

- v. Maintain a distance of six feet from the sick harvester and keep interactions with them as brief as possible.
 - vi. Limit the number of people who interact with sick people. To the extent possible, have a single person give care and meals to the sick person.
 - vii. Provide tissues and access to soap and water, and ask the sick harvesters to cover their mouth and nose with a tissue (or facemask) when coughing or sneezing.
- c. **Notification.** Site managers should notify the nearest Public Health Nursing Center or the DHSS Section of Epidemiology at 907-269-8000 in the event of a positive clinical diagnosis or positive test result in their workplace. A full list of Public Health Nursing Centers is available here: <http://dhss.alaska.gov/dph/Nursing/Pages/locations.aspx>.
- i. Site managers may also be required by local ordinances to contact the local or Borough government authorities or Emergency Operations Center (EOC).
 - ii. The information that must be provided when notifying Public Health of a case includes the name of the case and his/her date of birth, current address, state or country of permanent residence, telephone number, and the date of test result.
 - iii. For a person ill or injured and not suspected of COVID-19 follow an established process to evaluate for requesting healthcare.
 - iv. If the ill harvester is not directed to a medical facility, the Harvesting Operation may continue to fish and complete a 14-day Close Contact Quarantine. If unloading to a tender/processor is necessary during this time, the Harvesting Operation must tell the tender/processor it has a sick harvester. During the unloading, all crew must wear gloves and face coverings.
- d. **Transportation.** Procedure on transportation of suspected COVID-19 cases at disembarkation
- i. For the harvester with suspected COVID-19: A facemask should be worn by the patient for source control. Alternatively, an oxygen mask can be used if clinically indicated. If the patient requires intubation, *see*: <https://www.cdc.gov/coronavirus/2019-ncov/hcp/guidance-for-ems.html> for aerosol-generating procedures.
 - ii. If ambulance transportation is required: Local EMS should be notified that this is a potential COVID-19 case so that responders may use appropriate PPE and follow their protocols.
 - iii. If private vehicle transportation is utilized: Anyone who will be driving a harvester with suspected COVID-19 should maintain as much distance from the harvester as possible, wear a mask if available, and avoid unnecessary contact with the ill person and their belongings. If the driver will provide direct care to the ill person (*e.g.*, moving patients onto stretchers), they should wear recommended PPE. After transportation is complete and before reentering a driver's compartment, the driver should remove and dispose of any PPE in a

- sealed plastic bag and perform hand hygiene. Windows should be down to allow for air exchange if possible.
 - iv. The receiving healthcare facility must be notified that a patient with suspected COVID-19 is being brought in so that they may take appropriate infection control precautions.
- e. **Close Contact Quarantine.** Quarantine separates and restricts the movement of people who were exposed to a contagious disease to see if they become sick. If separate accommodations with designated bathrooms are available, this procedure may be considered for the individual crew. Otherwise, consider for the entire Harvesting Operation under Close Contact Quarantine.
 - i. Harvesters who have had exposure to a person suspected of having COVID-19 should be quarantined in their assigned accommodations. All potentially exposed members should avoid leaving the worksite or lodging facility and self-monitor under the supervision of the site manager or telemedicine providers until 14 days after the last possible exposure. If an entire Harvesting Operation is under quarantine, they may continue to work.
 - ii. If personnel develop fever, cough, difficulty breathing, or other symptoms of COVID-19 while in quarantine, they should be isolated and undergo a medical assessment, reporting, and transportation as per the other relevant sections of this order.
 - iii. The site manager and telemedicine providers should remain in contact with personnel through the self-monitoring period to oversee self-monitoring activities.
 - iv. The remaining exposed harvesters must complete a 14-day quarantine period, from the time the sick harvester is transported, in a suitable quarantine location.

IX. Continuity of Fisheries Operations.

- a. Site managers should consider the impact that this pandemic will have on the fishing industry as a whole, their suppliers, and wrap-around services such as fuel, groceries, and lodging.
- b. Site managers should consider the potential impact on their operations that may arise as a result of outbreaks or increased rates of harvester absenteeism, and enact plans for cross-training harvesters to the greatest extent possible.
- c. Site managers must temporarily cease operations if they do not have enough healthy harvesters remaining to safely run the Harvesting Operation.

Emergency Ordinance 2021-05
INDEPENDENT FISHING VESSEL AND
SHORE-BASED FISHING OPERATION PROTECTIVE MEASURES
ACKNOWLEDGMENT FORM – APPENDIX 5-04

The State of Alaska acknowledges the importance of our commercial fishing fleets to our economy and our lifestyle as Alaskans. In order to ensure a safe and productive fishing season this year, while protecting Alaskan communities to the maximum extent possible from the spread of the coronavirus, protective measures are necessary for independent commercial fishing vessels and shore-based harvesting operations operating within Alaskan waters and ports in order to prevent, slow, and disrupt the spread of the virus that causes COVID-19.

Vessel Name		USCG or ADFG #	
Home Port			
Shore-based Location		CFEC/Setnet Number(s)	
Vessel Captain or Site Manager Name(s)			
Total Onboard / On Site			

I, _____, have read and understand all of the requirements of Emergency Ordinance 2021-05. As the person responsible for the above-named vessel or shore-based fishing operation, I hereby acknowledge and agree to: (initial one)

_____ Comply with the protective plan in EO 2021-05 Appendix 5-02 for my vessel for the 2021-fishing season.

_____ Comply with the fleet or association protective plan submitted by _____ for the 2021-fishing season.

_____ Comply with the protective plan in EO 2021-05 Appendix 5-03 for my harvesting operation for the 2021-fishing season.

I agree to comply with all other Health Orders issued by the State of Alaska and any local community mandates, ordinances, or directives that are not in direct conflict with Health Order No. 5 or EO 2021-05. I agree to keep a copy of this form and any other documentation required under this Mandate and the Appendixes for the entirety of the 2021-fishing season. I shall produce this form and any other required documentation upon request to the United States Coast Guard, the State of Alaska, Department of Fish and Game, Department of Health and Social Services, and/or the Alaska State Troopers.

CERTIFICATE: I swear or affirm, under penalty of perjury, that the above information I provided on this document is true and correct. I swear or affirm I will comply with all of the requirements set out in EO 2021-05 and the Appendixes.

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____