ASSEMBLY REORGANIZATION AGENDA
THE CITY AND BOROUGH OF JUNEAU, ALASKA

October 14, 2019 7:00 PM

Assembly Chambers
Regular Meeting 2019-32

Submitted By:

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Duncan Rorie Watt
City and Borough Manager

I. FLAG SALUTE

II. SPECIAL ORDER OF BUSINESS ASSEMBLY REORGANIZATION

III. ROLL CALL

IV. APPROVAL OF MINUTES

A. June 3, 2019 Assembly Meeting 2019-23 Draft Minutes

B. June 24, 2019 Assembly Meeting 2019-25 Draft Minutes

V. MANAGER'S REQUEST FOR AGENDA CHANGES

VI. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

VII. CONSENT AGENDA

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

B. Assembly Requests for Consent Agenda Changes

C. Assembly Action

1. Ordinances for Introduction

a. Ordinance 2019-13 An Ordinance Amending Ordinance 2018-37 Related to the City and Borough's RecycleWorks Program.

On July 11, 2018, Ordinance 2018-37 authorized an alternative procurement method related to the City and Borough's RecycleWorks program. That ordinance allowed consolidation of recycling, household hazardous waste and future composting programs at the Capital Landfill to realize public convenience and operational efficiencies. Staff is finalizing negotiations for the recycle contract and household hazardous waste lease, but the global recycling market has constricted since July 2018.

This ordinance amends the payment terms of Ordinance 2018-37 to reflect changes in the global recycling market, which would enable staff to execute the agreements with Waste Management. The recycle contract term remains ten years with four, five-year renewal options for a total of thirty years. Waste Management has constructed the new recycling building at Capital Landfill and this new facility will receive, process, bale, and ship recyclable materials from residential and commercial sources.

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

b. Ordinance 2019-44 An Ordinance Correcting Certain Customer Classes and Rates for Water and Wastewater Utility Services in Ordinance 2019-31.

Ordinance 2019-31 was recently adopted and increased the water and wastewater utility rates. Shortly after adoption, inadvertent Customer Class and Rate errors were identified in the ordinance. This ordinance corrects those inadvertent errors to be consistent with the intent of Ordinance 2019-31.

The City Manager recommends the Assembly introduce this ordinance, refer it to the Public Works and Facilities Committee, and set it for public hearing at the next regular Assembly meeting.

c. Ordinance 2019-45 An Ordinance Amending the Sales Tax Code Related to the Out of Borough Exemption.

This housekeeping ordinance clarifies the sales tax exemption for out-of-borough sales, which will allow the Sales Tax Office to continue its historic interpretation and application of the exemption. Since its inception, the out-of-borough sales tax exemption has been interpreted to apply when the buyer makes an order from outside the borough and the goods are shipped outside the borough, regardless of whether the buyer or the seller arranged and paid for the shipping. The ordinance clarifies and supports that interpretation of the code, which does not change current practice.

The Assembly Finance Committee recommended this change at its meeting on September 25, 2019.

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

d. 2019-06(G) An Ordinance Appropriating to the Manager the Sum of $1,000,000 as Funding for Various Capital Improvement Projects at the Juneau International Airport; Funding Provided by Passenger Facility Charge Fees.

This ordinance would appropriate $1,000,000 to the Capital Improvement Projects (CIPs) listed below.

Terminal Reconstruction	$587,723
Taxiway A, E, D-1	$412,277

Funding is provided by Passenger Facility Charge (PFC9) collections. It will be used to provide new construction funds for Taxiway Rehabilitation, and Terminal Reconstruction CIPs.

The Airport Board approved this action at its October 8, 2019, meeting.

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

e. Ordinance 2019-06(H) An Ordinance Appropriating to the Manager the Sum of up to $35,292 as Funding for Multiple Training Events for the Juneau Police Department; Grant Funding Provided by the United States Department of Justice, Office of Justice Programs, FY19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

The Juneau Police Department has been awarded $35,292 in grant funding for various training opportunities.

The JPD leadership team has identified the following training opportunities: advanced crime prevention through environmental design, explosive ordnance device, Microsoft boot camp, national incident-based reporting, and report building.

No local match is required for this grant.

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

f. Ordinance 2019-06(I) An Ordinance Appropriating to the Manager the Sum of $1,324,150 as Funding for a Negotiated Wage Increase and an Additional Lump Sum Payment for Marine Engineers Beneficial Association (MEBA) and Unrepresented Employees; Funding Provided by the General Fund's Fund Balance and Various Enterprise Fund's Fund Balances.

This ordinance appropriates $1,324,150 in FY20 for the negotiated wage increase, increase to employer contribution to health insurance and additional lump sum payment of $500 for Marine Engineers Beneficial Association (AFL-CIO) (MEBA) and unrepresented employees. Funding is provided by General Fund's Fund Balance, and the Enterprise Fund Balances of Lands and Resources, Airport, Harbors, Docks, Waste Management, Water, Wastewater, Fleet and Risk.

Resolutions 2859 and 2860 were reviewed and adopted by the Assembly at its meeting on July 22, 2019. Resolution 2859 ratified the labor agreement between the CBJ and MEBA. Resolution 2860 adopted changes to the Personnel Rules to align them with the labor agreement ratified in Resolution 2859.

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

g. Ordinance 2019-06(J) An Ordinance Appropriating to the Manager the Sum of $570,847 as Funding for a Negotiated Wage Increase and an Additional Lump Sum Payment for Public Safety Employees Association (PSEA) Employees; Funding Provided by the General Fund's Fund Balance.

This ordinance appropriates $570,847 in FY20 for the negotiated wage increase, increase to employer contribution to health insurance and additional lump sum payment of $500 for Public Safety Employees Association (PSEA) employees. Funding is provided by the General Fund's Fund Balance.

Resolution 2858 was reviewed and adopted by the Assembly at its meeting on July 22, 2019. Resolution 2858 ratified the labor agreement between the CBJ and PSEA.

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

h. Ordinance 2019-06(K) An Ordinance Appropriating to the Manager the Sum of $166,000 as Funding for a Negotiated Wage Increase for International Association of Fire Fighters (IAFF) Employees; Funding Provided by the General Fund's Fund Balance.

This ordinance appropriates $166,000 in FY20 for the negotiated wage increase, and increase to employer contribution to health insurance for International Association of Fire Fighters (IAFF) employees. Funding is provided by the General Fund's Fund Balance.

Resolution 2870 is being presented to the Assembly at this evening's meeting. If approved by the Assembly, Resolution 2870 would ratify the terms of the tentative labor agreement between the CBJ and IAFF.

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

2. Resolutions

a. Resolution 2864 A Resolution Authorizing the Manager to Apply for and Enter Into a Loan Agreement with the State of Alaska Department of Environmental Conservation Through its Alaska Drinking Water Fund for the Douglas Highway Water Replacement Phase II.

The loan authorized by this resolution would provide partial funding of $4 million for Phase II of the Douglas Highway Water System Replacement - David Street to Sayéik: Gastineau Community School. This action was reviewed and forwarded to the full Assembly by the Public Works and Facilities Committee at its September 23, 2019, meeting.

The City Manager recommends the Assembly adopt this resolution.

b. Resolution 2866 A Resolution Providing for Interest Rates for the General Obligation Bond Being Issued Through the Alaska Municipal Bond Bank.

On November 21, 2019, CBJ is scheduled to sell, via the Alaska Municipal Bond Bank, approximately $5.95 million in General Obligation Bonds. This bond sale is the final portion of the $25 million authorized by the voters in October 2012 and pursuant to Ordinance 2012-44 and Ordinance 2019-21. The proceeds will be used to fund a portion of the Juneau International Airport North Terminal Reconstruction Project.

The final Assembly action, per CBJ Charter, related to these bonds is to prescribe, by resolution, the interest rates and annual principal maturity dollar amounts. Schedule A of the resolution lists the years and amounts when the bonds will mature and sets the maximum interest rates authorized. The coupon rate for all the bonds cannot exceed 5.5%, and the total aggregate interest cost for all bonds is estimated to be 2.1% - 2.6%. The interest cost varies depending on tax treatment.

The Assembly Finance Committee referred this to the full Assembly for adoption at its meeting on September 25, 2019.

The City Manager recommends the Assembly adopt this resolution.

c. Resolution 2867 A Resolution Providing for Interest Rates for the Airport Revenue Bonds Being Issued Through the Alaska Municipal Bond Bank.

On November 21, 2019, CBJ is scheduled to sell, via the Alaska Municipal Bond Bank, approximately $18.0 million in Airport Revenue Bonds. The issuance of the bonds was authorized by Ordinance 2019-22. The proceeds will be used to fund a portion of the Juneau International Airport North Terminal Reconstruction Project.

The final Assembly action, per CBJ Charter, related to these bonds is to prescribe, by resolution, the interest rates and annual principal maturity dollar amounts. Schedule A of the resolution lists the years and amounts when the bonds will mature and sets the maximum interest rates authorized. The coupon rate for all the bonds cannot exceed 5.5% and the total aggregate interest cost for all bonds is estimated to be 2.0% - 2.5%. The interest cost varies depending on tax treatment.

The Assembly Finance Committee referred this to the full Assembly for adoption at its meeting on September 25, 2019.

The City Manager recommends the Assembly adopt this resolution.

d. Resolution 2868 A Resolution Authorizing the City and Borough of Juneau to Apply for a Community Development Block Grant from the Alaska Department of Commerce, Community and Economic Development, with St. Vincent de Paul, To Be Used For Renovations to House a Transitional Services Center.

Project ideas were solicited from the community for a grant from the federal Community Development Block Grant (CDBG) program administered in Alaska by the State Department of Commerce, Community, and Economic Development (DCCED). Grant proposals must be sponsored by a local government and sent to DCCED by December 6, 2019, where the proposals will be reviewed and compete against each other on a statewide basis. A local government has the choice of generating its own project ideas or soliciting ideas from the general public. CBJ has successfully used this method in the past. This year we received two proposals: from Tlingit Haida Regional Housing Authority and from St. Vincent de Paul. Staff's recommendation is to apply on behalf of St. Vincent de Paul.

The Assembly Human Resources Committee reviewed the proposal at its meeting on September 16, 2019 and made a recommendation to the Assembly to support the St. Vincent de Paul application and submit a CDBG application to the State.

St. Vincent de Paul's proposal is a modified version of last year's CDBG application. The new proposal addresses all of the areas that lost points in the previous competition. In addition, St. Vincent de Paul also requested a lower amount of funding this year. The CDBG funds will be utilized to renovate an existing building into a transitional support services center, which will house services for low to moderate income individuals especially those experiencing homelessness or with disabilities.

Staff recommends the Assembly adopt the attached resolution supporting St. Vincent de Paul's application for the CDBG program.

The City Manager recommends the Assembly adopt this resolution.

e. Resolution 2870 A Resolution Ratifying the Economic Terms Tentative Agreement between the City and Borough and the International Association of Fire Fighters, Local 4303, AFL-CIO.

This resolution would provide Assembly ratification, as required by CBJ 44.10.020, of the terms of the tentative agreement negotiated between the City and Borough of Juneau and the International Association of Fire Fighters (IAFF) for a collective bargaining agreement that will go into effect on July 1, 2019, and expire on June 30, 2022.

The tentative agreement includes economic modifications to the pay plan and to the employer's contribution for health insurance. The total costs of this tentative agreement are estimated to be $166,000 in fiscal year 2020, $219,000 in fiscal year 2021, and $281,000 in fiscal year 2022.

In addition, there are minor operational changes that will increase administrative efficiencies and facilitate a more harmonious and cooperative workplace. An overview of the agreement is included in your packet.

This tentative agreement has been ratified by the IAFF membership and the economic terms are in keeping with Assembly direction.

The City Manager recommends the Assembly adopt this resolution.

3. Bid Award

a. Bid Award - Bid No. 20-090 - Cold Weather Emergency Shelter and Operations

This project would provide facility space, management, and staffing for the CBJ Cold Weather Emergency Shelter for this winter.

Bids on this project were opened on September 19, 2019. Only one bid was received. Results of the bid opening were as follows:

Responsive Bidders	Total Bid
St. Vincent de Paul Society Diocesan Council of Southeast Alaska, Inc.	$125,000.00

Estimate $125,000.00

The City Manager recommends the Assembly award this bid to the St. Vincent de Paul Society for the total amount bid of $125,000.00.

b. Juneau International Airport Taxiway A, E, D-1 Bid Award

Bids were opened on the project on August 22, 2019. SECON was the sole bidder. The bid protest period expired on August 23, 2019. Results of the bid opening are included in your packet.

The City Manager recommends this bid be awarded to SECON for the total bid amount of $21,801,430.

4. Other Items for consent

a. AMCO Marijuana License Renewals for the following Licenses: #13222, #13217, #15246, #16213, #12176, #13221, #15245

CBJ received notice of the following Alcohol Marijuana Control Office (AMCO) marijuana license renewal applications [Copies of all documents relating to a license are available upon request from the Municipal Clerk's Office]:

<u>MARIJUANA LICENSE RENEWALS</u>
Marijuana Product Manufacturing Facility, License #13222, ForgetMeNot Enterprises, Inc., d/b/a Southeast Essentials located at: 8505 Old Dairy Road Suite 3, Juneau
(60-day comment period ends Friday, October 18, 2019)

Retail Marijuana Store, License #13217, ForgetMeNot Enterprises, Inc., d/b/a Glacier Valley Shop located at: 8505 Old Dairy Road Suite 1, Juneau
(60-day comment period ends Friday, October 18, 2019)

Retail Marijuana Store, License #15246, Borealis Mountain, Inc., d/b/a Thunder Cloud 9 located at: 5310 Commercial Blvd 2B, Juneau
(60-day comment period ends Tuesday, October 15, 2019)

Retail Marijuana Store, License #16213, Alaskan Kush Company, LLC, d/b/a Alaskan Kush Company located at: 159 S Franklin Street, Juneau
(60-day comment period ends Tuesday, October 15, 2019)

Standard Marijuana Cultivation Facility, License #12176, Taku Horticulture Company, LLC, d/b/a Taku Horticulture Company, LLC located at: 1758 Anka Street Building B Suite A1, Juneau
(60-day comment period ends Friday, October 18, 2019)

Standard Marijuana Cultivation Facility, License #13221, ForgetMeNot Enterprises, Inc., d/b/a Green Valley Enterprises located at: 8505 Old Dairy Road Suite 2, Juneau
(60-day comment period ends Friday, October 18, 2019)

Standard Marijuana Cultivation Facility, License #15245, North Star Gardens, Inc., d/b/a North Star Gardens located at: 5310 Commercial Blvd 2A, Juneau
(60-day comment period ends Tuesday, October 15, 2019)

CBJ staff from the Police, Fire, Finance, and Community Development departments reviewed these applications for compliance with CBJ laws and regulations and recommends the Assembly waive its right to protest the issuance of these licenses. In the event the Assembly does protest the issuance of a license, CBJ Code 20.30 requires notice, with specificity regarding the nature and basis of the protest, to be sent to the licensee and provides the licensee an opportunity to exercise its right to an informal hearing before the Assembly.

The City Manager recommends the Assembly waive its right to protest the renewal of the following AMCO Marijuana Licenses: #13222, #13217, #15246, #16213, #12176, #13221, #15245.

5. Transfers

   a. Transfer T-1022 A Transfer of $80,000 from the ‘Douglas Highway Water Replacement Capital Improvement Project’ CIP W75-054 to the ‘Salmon Creek Filtration Capital Improvement Project’ CIP W75-055.

   This transfer would move $80,000 of Water Utility funds from the Douglas Highway Water replacement project CIP to provide the additional CBJ grant match funds needed to complete the remaining work on the Salmon Creek Filter plant improvements CIP.

   The additional funding provided by the transfer will cover costs due to the project coming in approximately $200,000 over the engineer's estimate and unplanned costs that were not eligible for grant funding.

The project was partially funded by an Alaska Department of Environmental Conservation (ADEC) Municipal Matching Grant which requires a 40% match. This project is completing the plant upgrade work not completed during the original Salmon Creek Filter Plant project due to budget concerns. The work will bring the Salmon Creek controls and equipment to 21st century technology.

The transfer of $80,000 of Water Utility funds from the Douglas Highway Water replacement CIP will not impede the completion of the current project, with approximately $520k of contingency funds remaining to cover any additional work and/or unforeseen conditions in the project.

The Public Works and Facilities Committee reviewed this request at its July 29, 2019 meeting.

The City Manager recommends the Assembly approve this transfer.

VIII. PUBLIC HEARING

A. Ordinance 2019-38 An Ordinance Amending Ordinance No. 87-28 Vacating the Reversion Clause Relating to the Conveyance Agreement and Quit Claim Deed for Property Located at 1968 Lemon Creek Road, Further Described as Lot 20, Block D, Glacier View Subdivision.

Ordinance 87-28 authorized the CBJ to convey property to JAMHI Health and Wellness, Inc. so it could provide housing for people receiving mental health services. Ordinance 87-28 included a reversion clause that required title to revert back to the CBJ if JAMHI ceased to use the property.

JAMHI requests that the reversion clause be removed because it is considering selling the property and using the sale proceeds to provide better community housing and support services in more suitable locations in town. The CBJ has not identified another public use for this property and due to recent State funding reductions, allowing JAMHI to retain and sell this property would be a simple way for CBJ to provide support to help the program relocate to better locations.

At its August 26, 2019, meeting, the Lands Committee unanimously passed a motion of support to remove the reversion clause.

The City Manager recommends the Assembly adopt this ordinance.

B. Ordinance 2019-39 An Ordinance Amending the Official Zoning Map of the

City and Borough to Change the Zoning of Lot 1, Glacier Lands Subdivision, Located Near 5611 Montana Creek Road, from D3 to D5.

The Planning Commission, at its regular meeting held on August 13, 2019, recommended that the Assembly approve a request to rezone approximately 17.34 acres from D3 to D5. The Planning Commission found that the proposed rezone to D5 substantially conforms to the Urban Low Density Residential designation of the land use maps of the Comprehensive Plan and Title 49. Furthermore, the proposed rezone is consistent with the Comprehensive Plan vision, policies and its implementing actions, standard operating procedures, and development guidelines, which support increased residential densities when appropriate infrastructure is in place to serve the development.

The City Manager recommends the Assembly adopt this ordinance.

C. Ordinance 2018-11(AQ) An Ordinance Appropriating to the Manager the Sum of $2,322,800 to Fund the City and Borough of Juneau's Fiscal Year 2019 Public Employee Retirement System Contribution; Funding Provided by the Alaska Department of Administration.

This ordinance would appropriate $2,322,800, which is the State’s FY19 5.58% on-behalf PERS benefit rate paid for CBJ. Funding is provided by the Alaska Department of Administration, which was authorized by passage of HB286 during the 2018 legislative session.

This is a housekeeping ordinance to properly account for this on-behalf payment and has no impact on the CBJ’s finances.

The City Manager recommends the Assembly adopt this ordinance.

D. Ordinance 2018-11(AR) An Ordinance Appropriating to the Manager the Sum of $2,176,791 to Fund Bartlett Regional Hospital's Fiscal Year 2019 Public Employee Retirement System Contribution; Funding Provided by the Alaska Department of Administration.

This ordinance would appropriate $2,176,791, which is the State’s FY19 5.58% on-behalf PERS benefit rate paid for Bartlett Regional Hospital. Funding is provided by the Alaska Department of Administration, which was authorized by passage of House Bill 286 during the 2018 legislative session.

This is a housekeeping ordinance to properly account for this on-behalf payment and has no impact on BRH’s finances.

The City Manager recommends the Assembly adopt this ordinance.

E. Ordinance 2018-11(AT) An Ordinance Appropriating to the Manager the Sum of $2,200,000, as Partial Funding for Bartlett Regional Hospital's Fiscal Year 2019 Operating Budget; Funding Provided by Hospital Revenues, and Hospital Fund's Fund Balance.

This ordinance will appropriate an additional $2,200,000 to Bartlett Regional Hospital for FY19 operations. BRH experienced increased patient activity that required both additional staff and supplies. This appropriation is being funded from FY19 hospital revenues in excess of the budget of $1,700,000 and Hospital Fund's fund balance of $500,000.

The Bartlett Finance Committee was informed of the year-end operating expense authorization shortfall, and the need to obtain Assembly budget authorization, at its September 30, 2019, meeting.

The City Manager recommends the Assembly adopt this ordinance.

F. Ordinance 2019-06(B)(d) An Ordinance Appropriating to the Manager the Sum of $4,500,000 in Grant Funding for the Juneau Arts and Culture Center, Funding Provided by the Sales Tax Fund Balance.

This ordinance would appropriate $4,500,000 in grant funding for the JACC. At its June 15, 2019, meeting, the Assembly Committee of the Whole approved funding for the JACC grant. Direction from the Committee was to use funds from the 2017 voter approved 1% sales tax. Since the sales tax funds will be received during the next four years it is necessary to initially use fund balance and then reimburse the fund as revenues come in.

On August 19, 2019, the Assembly amended the grant conditions and then adopted Ord. 2019-34(c)(am), which authorized an advisory ballot proposition for grant funding to the New JACC. Consistent with the amended grant conditions in Ordinance 2019-34, the Assembly requested an amendment so the grant conditions in this ordinance would be consistent with Ordinance 2019-34. Accordingly, the Manager has proposed version 2019-06(B)(d).Because version (c) was introduced and Charter 5.3 does not allow substantive amendments to an ordinance at introduction, the Assembly would need to make the amendments depicted in version (d) and then consider adopting version (d).

At the election on October 1, 2019, the voters recommended not providing this grant.

The City Manager recommends the Assembly indefinitely postpone this ordinance.

G. Ordinance 2019-06(D) An Ordinance Transferring $147,000 from the Juneau Renewable Energy Strategy (JRES) Implementation Capital Improvement Project, to the Manager for the Purpose of Providing a Grant to HeatSmart.

This ordinance would transfer $147,000 of Areawide Street Sales Tax funding from the JRES Implementation CIP D12-083 to the Mayor & Assembly's budget, providing a grant to HeatSmart, a newly organized non-profit established to assist Juneau households reduce energy costs. The program would provide critical data and experience needed to successfully accelerate heat pump usage in Juneau.

The Assembly Committee of the Whole approved this action, and forwarded it to the Assembly for action at its August 26, 2019, meeting,

The City Manager recommends the Assembly adopt this ordinance.

H. Ordinance 2019-06(E) An Ordinance Appropriating to the Manager the Sum of $25,402,903 as Funding for the Juneau International Airport Taxiways A, E, & D-1 Capital Improvement Project; Funding Provided by the Federal Aviation Administration Airport Improvement Program Grant.

This funding is provided by a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant and covers 93.75% of the project. Matching funds in the amount of $1,693,277 (6.25%) will be provided by Passenger Facility Charge (PFC) collections; $1,281,000 was appropriated at the August 13, 2018 meeting, and the remaining $412,277 will be temporarily funded with a transfer of airport revolving funds at the next meeting and reimbursed later from an amendment to PFC9 collections.

The project will rehabilitate Taxiway A pavement, realign Taxiway E, and relocate Taxiway D-1, replace the remaining section of the Jordan Creek culvert as required by the EIS Record of Decision, as well as improve drainage and replace lighting.

The Public Works and Facilities Committee (PWFC) reviewed this action at its April 8, 2019 and September 23, 2019, meetings.

The Airport Board approved this action at its September 10, 2019, meeting,

The City Manager recommends the Assembly adopt this ordinance.

IX. UNFINISHED BUSINESS

X. NEW BUSINESS

A. Renewal of AMCO Marijuana Licenses #10026 & #10050 for Rainforest Farms, LLC - Protest Recommended

The following marijuana license renewal applications are being recommended for protest by the Finance Department/Sales Tax Division.

Retail Marijuana Store, License #10050, Rainforest Farms, LLC, d/b/a Rainforest Farms, LLC located at: 216 2nd Street, Juneau
(60-day comment period ends Tuesday, October 15, 2019)

Standard Marijuana Cultivation Facility, License #10026, Rainforest Farms, LLC, d/b/a Rainforest Farms, LLC located at: 5763 Glacier Hwy., Juneau
(60-day comment period ends Friday, October 18, 2019)

On September 26, 2019 Rainforest Farms LLC was notified by the City Clerk's office via certified mail & email that the Finance Department was recommending protest of Rainforest's two marijuana license renewals based on a sales tax balance due of $25,112.24 as well as the unremitted taxes, penalties & interest that were due with its delinquent July 2019 sales tax return.

That same day, Rainforest Farms LLC submitted its July 2019 sales tax return, establishing an updated total balance due of $34,808.74. This updated balance due quote was emailed to Rainforest Farms LLC on September 26, 2019.

The City Manager recommends protest until the licensee's tax accounts are brought into full compliance.

XI. STAFF REPORTS

A. Annexation Update

XII. ASSEMBLY REPORTS

A. Mayor's Report

B. Committee and Liaison Reports

C. Presiding Officer Reports

XIII. ASSEMBLY COMMENTS AND QUESTIONS

XIV. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

XV. EXECUTIVE SESSION

XVI. ADJOURNMENT

XVII. SUPPLEMENTAL MATERIALS

A. 2019-2020 Proposed Assembly Committee and Liaison Assignment List

B. Visitor Industry Task Force - Charging Document

C. Eaglecrest Summer Operations Task Force - Charging Document

ADA accommodations available upon request: Please contact the Clerk's office 72 hours prior to any meeting so arrangements can be made to have a sign language interpreter present or an audiotape containing the Assembly's agenda made available. The Clerk's office telephone number is 586-5278, TDD 586-5351, e-mail: city.clerk@juneau.org

DRAFT

THE CITY AND BOROUGH OF JUNEAU, ALASKA

Regular Assembly Meeting #2019-23
DRAFT Minutes Monday, June 3, 2019

MEETING NO. 2019-23: The Regular Meeting of the City and Borough of Juneau Assembly held in the Assembly Chambers of the Municipal Building, was called to order at 7:00 p.m. by Mayor Beth Weldon.

I. FLAG SALUTE

II. ROLL CALL

Assemblymembers Present: Mayor Beth Weldon, Mary Becker, Loren Jones, Rob Edwardson, Wade Bryson, Carole Triem, Michelle Hale and Alicia Hughes-Skandijs.

Assembly Absent: Maria Gladziszewski

Staff Present: City Manager Rorie Watt, City Attorney Robert Palmer, Deputy City Manager Mila Cosgrove, Municipal Clerk Beth McEwen, Finance Director Bob Bartholomew, Incoming Finance Director Jeff Rogers, Port Director Carl Uchytil, Housing/Homelessness Coordinator Irene Gallion, Community Development Director Jill Maclean, Code Compliance Officer Nate Watts, CDD Planning Manager Alix Pierce, Parks and Recreation Director George Schaaf, Bartlett Hospital Administrator Chuck Bill, Fire Chief Rich Etheridge

III. SPECIAL ORDER OF BUSINESS

IV. APPROVAL OF MINUTES

MOTION by Ms. Becker to approve the minutes as presented and asked for unanimous consent. Hearing no objection, the minutes were approved.

A. February 7, 2019 Draft Special Assembly Meeting #2019-07
B. February 11, 2019 Draft Regular Assembly Meeting #2019-08

V. MANAGER'S REQUEST FOR AGENDA CHANGES

Consent Agenda Item 5. A. Transfer T-1019 had a title error and City Manager Watt requested that it be pulled and postponed until the next regular Assembly meeting. Hearing no objection, that item was removed from the Consent Agenda.

City Manager Watt stated that Mr. Jones has requested to make a motion but in order for that motion to make sense, the agenda topics would need to be heard in a certain order. The new order would be to first take up Public Hearing on Ordinance 2019-05(b) from Unfinished Business regarding the mill rate, secondly receive the staff report regarding the Airport North Terminal Project, and third to hear Resolution 2845(d) regarding the CIP projects and then finally take up Public Hearing on the operating budget Ordinance 2019-06(b). *Hearing no objection, the agenda was changed according to the request of the Manager.*

DRAFT

VI. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Mr. Kirby Day provided an update on the TBMP program. He also discussed their work with DOT and CBJ on the stanchions being installed on South Franklin, which should be installed within 6 weeks. He said that he attended a neighborhood meeting regarding traffic on Basin Road and the TBMP follow-up steps taken working with the tour operator who rents Jeeps that has had Basin Road on its GPS system.

Ms. Becker asked Mr. Day if he had spoken with the Last Chance Mining Museum and if that would affect their business. Mr. Day said he has reached out to the museum and he said there is a fine balance that exists between neighborhoods and businesses and he doesn't know how the Assembly might wish to ultimately address that but TBMP will continue to monitor the situation and try to mitigate tourism impacts if they can.

Ms. Kim Metcalfe read from a letter that the steering committee of a newly formed group called "Juneau Neighborhoods Affected by Tourism" put together. She provided them with copies of the letter following her testimony. The letter included requests for information and action by CBJ. They held a meeting on May 23 at the downtown library relating to the adverse impacts of cruise ship tourism on Juneau neighborhoods. The meeting was attended by 54+ individuals from different neighborhoods as well as tourism operators and local tourism employees. They discussed impacts from cruise ship tourism on Juneau in the residential areas including traffic, noise, pollution, congestion, whale watching, health and safety, air traffic noise and safety, and overall livability issues. She then enumerated the requests for information and actions that were included in the letter. Ms. Metcalfe's time ran out before she finished with the letter but she said she would have Paula Terrel or Karla Hart finish the requests from the letter during their testimony.

Ms. Karla Hart then continued to read from the letter begun by Ms. Metcalfe. The primary emphasis of this portion of the letter addressed Juneau's carrying capacity for the size and number of ships and the total number of tourists overcrowding the streets. Ms. Hart also responded to Mr. Day's comments about Thane Road and what they have done there. She said that as the Jeeps may be rented as a self-drive excursion, they are sold as a shore excursion on the cruise ships. She then gave examples of how the tours are marketed and sold.

Ms. Paula Terrel read her testimony on the subject of cruise ship tourism and provided background information about all the work that went into addressing tourism issues 20 years ago. In 2001, Ms. Terrel served on the steering committee for the Juneau Tourism Partnership (JTP) which was a group of tour operators and residents that got together over the course of a year, came up with a consensus, presented it to the Assembly and basically nothing happened. There was consensus reached by a group called "Cruise Control" which was an offshoot of the JTP, which came to a consensus on flight seeing noise. They worked hard on it, yet nothing came of that either. She said it was very disappointing. She then talked about the 2002 Juneau Tourism Plan that was adopted reading its vision statement with an emphasis on the quality of life. She said there have been some positive actions since then such as implementing marine passenger fees and retrofitting float planes with quiet technology. She said we have gone backwards and we are still experiencing water and air quality violations. She urged this new Assembly to take the lead in addressing the increasing community concerns, not with another long planning process but with immediate action.

DRAFT

VII.CONSENT AGENDA

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

Mr. David Epstein requested that Resolution 2856 be removed from the Consent Agenda and placed under Public Hearing so that public testimony may be taken. *Hearing no objection, Resolution 2856 was removed from the Consent Agenda.*

B. Assembly Requests for Consent Agenda Changes

C. Assembly Action

MOTION, by Mr. Jones, to approve the consent agenda as amended by removing Resolution 2856 and Transfer T-1019. *Hearing no objections, the consent agenda was adopted as amended.*

1. Ordinances for Introduction
a. Ordinance 2018-11(AN) An Ordinance Appropriating to the Manager the Sum of $500,000 as Partial Funding for the Bartlett Regional Hospital Crisis Stabilization Capital Improvement Project; Grant Funding Provided by the Alaska Department of Health and Social Services.

This ordinance would appropriate $500,000 from an Alaska Department of Health and Social Services grant to supplement the FY20 CIP for the Bartlett Regional Hospital Crisis Stabilization Project. The additional $500,000 will increase the funds in this CIP to $4,000,000. This appropriation will fund the planning and design of the Crisis Stabilization Project.

This appropriation was approved by the Bartlett Regional Hospital Board on November 5, 2018. The Public Works and Facilities Committee forwarded this appropriation for approval by the Assembly on May 20, 2019.

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

b. Ordinance 2019-21 An Ordinance Amending Ordinance Serial No. 2012-44 Regarding the Final Series Of General Obligation Bonds Authorized Thereunder.

This ordinance amends ordinance 2012-44, adopted on December 17, 2012, authorizing the issuance of not to exceed $25,000,000 of general obligation (GO) bonds. The purpose of the bonds is to fund various voter approved capital projects including the airport terminal. This amendment is necessary to:
1. Amend the definition & form of bond (sections 2 & 6) to include AMT (private activity) bonds in addition to fully tax exempt GO bonds.
2. Update the principal maturity schedule in section 3. The revised schedule allows the issuance of 10 year bonds versus the original plan of 20 year bonds.
3. Amend the tax covenants (section 12) to provide for required public hearing on private activity bonds.

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CBJ has already sold, in three separate bond sale transactions, $19.05 million of 20 year general obligation bonds. The remaining $5.95 million of authorized bonds are being sold to provide partial funding for the airport north terminal reconstruction project. This ordinance will be discussed at the June 12 Assembly Finance Committee meeting.

The City Manager recommends this ordinance be introduced and set for public hearing at the next regularly scheduled Assembly meeting.

c. Ordinance 2019-22 An Ordinance Providing for the Issuance and Sale of Airport Revenue Bonds in One or More Series in the Aggregate Principal Amount of Not to Exceed $18,000,000; Providing for the Form and Terms of the Bonds; Providing a Method of Payment Therefor; and Reserving the Right to Issue Revenue Bonds on a Parity with the Bonds Upon Compliance with Certain Conditions.

This ordinance authorizes the issuance of not to exceed $18 million of Airport Revenue Bonds. The purpose of the bonds is to partially fund the airport north terminal project. The funding sources to repay the bonds and interest are airport Passenger Facility Charges (PFCs) and Federal Aviation Administration (FAA) Airport Improvement Program grants.

The ordinance provides for the issuance of 7-year bonds with no early call provision. Both governmental purpose (fully tax exempt) and AMT (private activity) bonds will be sold, based on bond counsel guidance. This ordinance will be discussed at the June 12 Assembly Finance Committee meeting.

The City Manager recommends this ordinance be introduced and set for public hearing at the next regularly scheduled Assembly meeting.

d. Ordinance 2019-25 An Ordinance Amending the Land Use Maps of the Comprehensive Plan to Change the Land Use Designation of Thunder Mountain Lots 10, 12, and a Fraction of 11 between 8476 and 8479 Thunder Mountain Road from Urban Low Density Residential to Medium Density Residential.

Ordinances 2019-25 and 2019-26 are the result of a property owner’s request to rezone three parcels associated with and located adjacent to the Thunder Mountain Mobile Home Park. A rezone is a legislative tool to manage land use development by categorically identifying what types of land uses are allowed and what types are prohibited. A rezone from D5 to D18 would allow more intensive development, like higher density apartments and mobile home parks.

The Planning Commission, in March, recommended rezoning the three parcels from D5 to D18. CBJ code 49.75.120 requires a rezone to be in substantial conformance with the land use maps of the comprehensive plan. The current maps of the comprehensive designate the three parcels as Urban Low Density Residential, which limits density at six units per acre. Because D18 allows densities at 18 units per acre, which is in excess of what the comprehensive plan land use maps currently allow, the Planning Commission, in May, considered and recommended amending the comprehensive plan

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land use map for lots 8479, 8477, 8476 Thunder Mountain Road from Urban Low Density Residential to Medium Density Residential.

The Medium Density Residential designation is more appropriate than the Urban Low Density Residential designation because the Urban Low Density Residential designation was in originally in error because these three properties have been jointly used with the adjacent mobile home park.

If the Assembly adopts this ordinance, then Ordinance 2019-26 would be in substantial conformity with the Medium Density Residential designation of the maps of the comprehensive plan. The Planning Commission recommended the Assembly adopt this ordinance at its regular meeting on May 14, 2019.

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

e. Ordinance 2019-26 An Ordinance Amending the Official Zoning Maps of the City and Borough to Rezone Thunder Mountain Lots 10, 12, and a Fraction of 11 between 8476 and 8479 Thunder Mountain Road from D-5 to D-18.

This ordinance would rezone 8479, 8477, and 8476 Thunder Mountain Road from D5 to D18. The existing land uses include storage, single family home, water well, office, mobile home, empty former retail building, and an empty former laundromat. The site has historically been associated with the Thunder Mountain mobile home park, which is zoned D18. The applicant seeks to expand that zoning district to include these properties to address existing nonconforming uses and introduce higher density development.

The Planning Commission and Assembly are required to base findings off of the Comprehensive Plan's land use maps. Upon adoption of Ordinance 2019-25, the proposed rezone would conform to the land use maps of the Comprehensive Plan. For example, the Medium Density Residential designation allows for residential development at densities between 5 and 20 units per acre. This ordinance would rezone the three lots to D18, which allows for multifamily residential development up to 18 units per acre.

The Planning Commission recommended the Assembly rezone these three parcels at its regular meeting on March 26, 2019.

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

2. Resolutions

a. Resolution 2856 A Resolution Adopting the 2019-2029 Park & Recreation Master Plan, Repealing Resolution 2433, and Repealing Resolution 1824. *(Removed from Consent Agenda per public request.)*

b. Resolution 2857 A Resolution Authorizing the Manager to Enter into an Amendment to the City and Borough PERS Participation Agreement.

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This resolution would request from the State of Alaska an amendment to the current CBJ PERS Participation Agreement to exclude the job classifications previously associated with Centennial Hall. Additionally, the definition of physicians and casual positions at Bartlett Regional Hospital would be modified. The Bartlett Regional Hospital Board of Directors has supported the changes related to the hospital. There are no additional costs associated with these proposed changes and the changes related to Bartlett Regional Hospital may result in cost savings in the future.

The City Manager recommends the Assembly adopt this resolution.

3. Liquor Licenses
a. New Liquor License for Devil's Club Brewing, LLC License #5801
This liquor license action is before the Assembly to either protest or waive its right to protest the license action.

New Liquor License
License Type: Winery, License #5801
Devil's Club Brewing, LLC d/b/a Devil's Club Brewing Company
Location: 100 N. Franklin St., Juneau

Staff from the Police, Finance, Fire, Public Works (Utilities), and Community Development departments have reviewed the above license and recommend the Assembly waive its right to protest the application. Copies of the documents associated with this license are in the Assembly's e-packet or available in hard copy upon request to the Clerk's office.

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

b. Transfer of Liquor License 5231 Capitol Ventures LLC to Alaska Sustainable Seafoods LLC
This liquor license action is before the Assembly to either protest or waive its right to protest the license action.

Transfer of Owner and Location Liquor License
License Type: Restaurant/Eating Place, License #5231
Transfer from: Capitol Ventures LLC d/b/a Neptune
Location: No Premises
Transfer To: Alaska Sustainable Seafoods LLC d/b/a Deckhand Dave's
Location: 127/139 S. Franklin St., Juneau

Staff from the Police, Finance, Fire, Public Works (Utilities), and Community Development departments have reviewed the above license and recommend the Assembly waive its right to protest the application. Copies of the documents associated with this license are in the Assembly's e-packet or available in hard copy upon request to the Clerk's office.

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

4. Other Items for consent

a. Contract Award - Small Cruise Ship Infrastructure Master Plan

The increased number of small cruise ships have adversely impacted and strained Docks and Harbors' ability to provide suitable dock space to some industry users. CBJ Docks and Harbors solicited proposals for professional services to develop a master plan for addressing and meeting the unmet needs of the small cruise ship market in Juneau. The study would focus on small commercial passenger vessels less than 275 feet in overall length.

PND Engineers was selected through an RFP process to provide professional services for the Small Cruise Ship Infrastructure Master Plan project. The proposed fee for this work is $131,103.00. Funding for the work is from FY2019 Marine Passenger Fees as contained in the approved FY19 City Budget.

The Docks and Harbors Board reviewed this fee proposal at its regular meeting on May 30, 2019.

The City Manager recommends this contract award be approved.

5. Transfers

a. Transfer T-1019 A Transfer of $802,095 from Existing Capital Transit Projects, including Airport Revolving Capital Improvement Projects including, 'Capital Transit Bus Shelters' CIP D71-053 & from the 'Transit Technology' CIP D71-086 & from the 'Bus Shelters/Interim Valley Improvements' CIP D71-088 to the 'Valley Transit Center' CIP D71-089. *(Removed from Consent Agenda)*

This request is to transfer a total of $802,094.61 of funds from existing Capital Transit projects to the Valley Transit Center project. These CIP funds will be used to purchase the property for the Valley Transit Center and Park and Ride facility. The property purchase will serve as in-kind match for FTA grants for the project. The PWFC recommended approval of this transfer at its February 4, 2019 meeting. This transfer was discussed as part of the Committee of the Whole's Valley Transit Center update on May 20, 2019.

During City Manager recommendations for agenda changes, the Manager requested this transfer be removed from the agenda and postponed to a later meeting. Hearing no objection, that agenda change was approved.

VIII. PUBLIC HEARING

a. Resolution 2856 A Resolution Adopting the 2019-2029 Park & Recreation Master Plan, Repealing Resolution 2433, and Repealing Resolution 1824. *(Removed from Consent Agenda per public request.)*

The new master plan would guide the management and development of CBJ parks and facilities over the next 10 years. This is the first comprehensive update to the department's plan in 23 years.

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Parks & Recreation staff worked with a committee of nine citizens for over two years to develop this plan. The recommendations in the plan include the results of a community-wide survey conducted by the McDowell Group, as well as comments received at over 35 meetings with the public, stakeholder groups, and neighborhood associations.

The Parks and Recreation Advisory Committee reviewed this plan on January 8, 2019 and recommended that it be adopted by the Assembly. The Planning Commission reviewed this plan on February 19, 2019 and recommended that it be adopted by the Assembly. The Committee of the Whole reviewed this plan on February 25, 2019 and again on May 20, 2019, and recommended that it be adopted by the Assembly.

The City Manager recommends the Assembly adopt this resolution.

Public Comment:
Ms. Barbara Berg said that she and a number of neighbors sent a letter to the Assembly with concerns regarding a portion of the Parks and Recreation Master Plan. Their primary concern has to do with plan's proposal for re-designating a portion of land near Bayview subdivision to be eligible for disposal. She noted that the CBJ Comprehensive Plan shows the area as a conservation area. She emphasized the types of wildlife and recreation uses that parkland currently enjoys and that it would be a disservice to the community to make that land available for disposal and development.

Mr. Ron Berg testified that they have lived in that area for the past 18 years and while the area is great for recreation and wildlife, a land transfer for any other use would be unwelcome.

Mr. David Epstein also testified on the proposal in the Parks and Recreation Master Plan which identified the disposal of the Fish Creek Bayview parcel to be in the public interest. Per the plan, potential uses of this property could be for housing or development. Mr. Epstein said that while it makes sense to periodically review lands for acquisition and disposal, some properties should retain their current classification. The Fish Creek Bayview parcel falls in that category. It was identified as parkland long ago and for a good reason. The parcel provides a buffer between the Bayview subdivision and the North Douglas Highway. Equally and more important to that is the role it plays as a wildlife conservation area. Deer and other animals regularly transit the parcel and it is home to toads, bats, and other species. This parcel was identified as wetlands in a 1986 study and while it may be developable, he questions the need to sacrifice this wetland for associated eco-system. He said he didn't think that parcel should be offered up to the affordable housing issue as once it is gone, it is gone and he urged the Assembly to carefully consider this proposal.

Mr. David Audet said he is a resident of Bayview Subdivision. He said that at some point in the past, the city had determined that the property in that area had significant enough value to designate it as parkland. The Parks and Recreation Master Plan, without explanation, proposes to reclassify this area as no longer possessing those values, thus making it available for disposal. He asked what has changed with that land that it has lost its value and who or what process decided that this reclassification is warranted. He spoke to the letter signed by 82 residents, representing 52 homes in Bayview, who still believe that the value of this area is significant enough to keep it in park status. He requested the Assembly amend the language in the Master Plan to remove the Fish Creek area

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from the lands designated for reclassification. He said he would think that the Parks Department would jealously protect the land it has in its inventory and only look to dispose of those lands after a careful, inclusive, and thorough public process which pays particular attention to the wishes of those residents who would be most affected by such a decision. Even if nothing is planned to be changed at this time, if the language in the plan remains, it would be a very ominous first step.

Ms. Cindy Audet compared this area to what the valley looked like 80 years ago vs. what it is now. If they hadn't designated greenbelts, there wouldn't be any at this time in those neighborhoods. She said that she would like to see that Fish Creek parkland preserved as it is for future generations.

Ms. Margo Waring said she is a frequent visitor to Fish Creek park and to the Fish Creek corridor. Ms. Waring spoke to the public process and stated that she was never sent notice about this proposed change in the Parks and Recreation Master Plan. She also pointed out that the land on the uphill side of the road has already been identified for development and development in that area would further emphasize the need for the parkland to remain parkland. She said that mention in the master plan that the parkland receives low or moderate usage is very wrong and that it is intensively used in both the summer and the winter. She then spoke to the area's conservation and natural resource values such as use by bears, deer, and many birds. She discussed the toad population that they thought had become extinct in the area has been coming back over the past five years. The area impacts Fish Creek itself and development of that area would harm the productivity of Fish Creek. She said this is both a culturally and historically significant area as well. There area was a potato growing area by the indigenous people and the area once supported a clearly thriving settlement and archaeological evidence still exists of that use and changing the designation of that area would be a big mistake.

Ms. Mary Irvine, a resident of Horizon Drive, said she is a berry picker and uses the Fish Creek corridor meadow area to pick lingonberries and other berries. She said she is a former member of the Tourism Working Group so she appreciates the hours and years of work that went into this plan. She said while she appreciates all the hours that volunteers and staff put into this plan, like Ms. Waring, she had not heard anything about this happening. She said that she heard it from a vigilant neighbor. There are many people concerned about the Fish Creek corridor. Not everything lives on the estuary and some wildlife needs a transit corridor and that is the function of the acres in that meadow that is uplifting even now. She went to Fish Creek park and looked at CBJ interpretive signs and shared some of the descriptions found on those CBJ signs to emphasize the importance of the park. She said that one of the signs state that since the 1980s, thousands of 3^{rd}-6^{th} grade students have learned tracking in this park. She urged the Assembly, before adopting the Master Plan, to look at placing into conservation status and removing from reclassifying its current status and to also refer to the Comprehensive Plan which places high value on wildlife corridors.

Mr. Jones asked Ms. Irvine which "little park" portion of property she was referring to since there were two parcels, one which was 13 acres and the other 15 acres. Ms. Irvine responded that she would look at it through the eyes of a bear or deer or other animals and say all of it.

Ms. Kathleen Jorgensen is a North Douglas resident and shared her concerns with respect to the access and the lack of access when an emergency is blocking traffic due to only having one road, one bridge, and one lane going each way. She spoke to all the current housing developments going

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up and the anticipation of more housing in the future and the need for a second access bridge. She also spoke to the increased traffic due to the year-round use of Eaglecrest as well as other tourism related businesses using Douglas Island. Right now, all it takes is one emergency and the roads are blocked, you can't get off the island. She said she knew that all her neighbors would address the beautiful parkland issues but she wanted to concentrate on the logistical challenges with increasing development on the island.

Assembly Action

Mr. Edwardson asked what the next steps for this item would be if it would be heard at a second meeting. Mayor Weldon clarified that since it is a resolution, it would normally have passed with the consent agenda but it was pulled for public hearing purposes and would generally be adopted in one meeting only.

MOTION by Mr. Jones to approve Resolution 2856.

Objection from Ms. Alicia Hughes-Skandijs for purposes of a question. Ms. Hughes-Skandijs said she has three amendments that might take care of the issues but she has questions for Mr. Schaaf. She said she appreciated the passionate testimony and originally she was going to propose an amendment to remove those areas from the master plan and leave them in their current designation. She said that as she was digging through the plan, it seems that there may be more than the original deletion that she thought was needed. In light of that, she asked for process purposes if it would be better to propose three amendments or ask staff questions first.

Mayor Weldon invited Parks and Recreation Director George Schaaf to come forward to answer questions.

Ms. Hughes-Skandijs asked Mr. Schaaf if the following three portions of the plan would be appropriate for deletion to remove "Fish Creek" as vacant lands and an area for reclassification: Page 38, table 4.8, the corresponding map on page 39, and the first paragraph on page 103.

Mr. Schaaf said he thought that would cover the area of the plan that talks about specific parcel disposals. He said that if he is wrong, he could let them know.

Mr. Bryson asked Mr. Schaaf what process the Parks and Recreation Department went through to determine which lands would be suitable for disposal vs. which natural lands would be suitable for keeping for parks and recreation. He suggested that if Mr. Schaaf felt Ms. Pierce would be able to answer those questions better, maybe they could hear from her. Mr. Schaaf said he was a member of the Master Plan committee but not employed by the Department at the time and did not go through the staff portion of the process.

Ms. Alix Pierce came forward and said that they went through a process where there were a number of criteria for disposal that were laid out in the plan. That process was made in consultation based on some of the public comments they received as well as from the committee. Staff then evaluated with a GIS exercise which lands in our park system fit those criteria and those lands were identified as potential candidates for future disposal.

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Mr. Bryson asked if they had visited the land. He said that someone mentioned that only part of the land is suitable for building and it is his understanding that we can't build on wetlands no matter what. He said that if this land was disposed of, it wouldn't be able to be built on. He asked how it fell within the criteria to make the list of land suitable for disposal.

Ms. Pierce said there were some developable areas of the land that were identified as buildable and that the footprint would have been rather small. She said that former Parks and Recreation Director Kirk Duncan, Quinn Tracy and she visited the site as they were going through the mapping exercise to determine whether the information that they gathered through the desktop exercise was accurate. Mr. Edwardson expressed his concerns about public participation and public process for the plan since there are so many persons who have testified that they had not heard about this prior to just recently.

Ms. Pierce explained the public process they undertook with the plan which consisted of a public survey that was done by the McDowell Group which was a phone survey of 500 residents which is statistically valid. They also did an online survey and had a website for online engagement with comment forms and the availability to comment. They held five public meetings which were advertised on the radio, and with posters. She did numerous radio spots as did former Director Duncan. They met with 37 different community organizations that were touched by the Master Plan and they invited every neighborhood association in Juneau to a meeting that only a small handful of neighborhood associations showed up to. They used the list of neighborhood associations that is registered with the Clerk's office. They had their committee of residents which was a subcommittee of the Parks and Recreation Advisory Committee (PRAC) that reviewed it extensively and they also updated PRAC extensively throughout the process.

Mr. Watt said he thought they were looking at a very fine-grained issue within a broad planning document. The purpose of the Master Plan is to help the department orient its resources and that is the guiding purpose of it. With regards to land, land is always difficult and there is not a lot of it and it is finite and precious. Mr. Watt directed the members to the red folder item which clarifies the language of the draft plan on page 101 to speak to the parkland disposal process, specifically the language that states:

"When it has time and inclination, the Assembly may wish to direct the Manager to analyze the inventory of land and make recommendation for potential land disposals to meet housing or development goals. This effort should only be done within the context of all the municipal needs and goals, including those articulated in this plan. This plan is not intended to limit the ability of the CBJ to dispose of land that not necessary for the Park system for development purposes."

He said that is guiding language. If the Assembly wants to look at the inventory, it should be a holistic look at everything that we have and it should be a look at the land that we have for all of our needs. He said that this parcel that received testimony at this meeting is in our Land Management Plan under the retention status of "retain" and action on the Parks and Recreation Master Plan would not change that status.

Mr. Watt said he understands the neighborhood's consternation and if the Assembly wished, they could delete table 4.8 of the plan as Ms. Hughes-Skandijs proposed understanding that any land

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disposal by the municipality goes through an ordinance process. If recent land disposals are any measure, it usually comes to the Assembly six or ten times if you look at Pederson Hill and Renninger Drive. Land disposals do not happen in one meeting or quickly. There is a balancing act and the one thing he would hope they do at this meeting is to adopt the plan with or without amendments so the department has direction on how to allocate its resources. There is an overwhelming majority of good topics in the plan and it provides notice to everyone that if they do look at the inventory of land, that it would be a holistic look. If the Assembly feels the language pointing out this parcel is too strong at this time, he suggested they just delete that table. Mr. Watt said that when someone testified about the language on page 103 of the draft plan, that version was already changed at the Committee of the Whole and that should probably meet everyone's needs.

Ms. Hale thanked Ms. Pierce on how well written and readable the plan was. She reiterated what Mr. Watt said and said that on the Assembly and on the Lands Committee, they deal with lands all the time and there is a lot of pressure on the city to make land available for housing. She said she sees this search within that context and doesn't believe there was any bad intent with this and there is an extensive process when that occurs.

Additional questions from Assemblymembers were made regarding CBJ's public notice processes. Mr. Palmer explained the public notice requirements for ordinances, resolutions, and for land reclassification and land disposals and legislative matters vs. the notice requirements for public participation as it took place while the plan was being drafted.

Mayor Weldon asked Ms. Hughes-Skandijs if she still wished to make her amendment. Ms. Hughes-Skandijs said that she did but she would also defer to Mr. Watt if her amendments were not correct.

Mr. Watt clarified that the paragraph in the bound version of the draft plan on page 103 was not part of the version of the plan that was forwarded from the Committee of the Whole (COW) and that the language under section "7.8.2 Parkland Disposal" forwarded from the COW for adoption with the plan was as found in the red folder.

AMENDMENT by Ms. Hughes-Skandijs to remove Table 4.8 from page 38 of the draft plan and to amend the map on page 39 to coincide with that change and asked for unanimous consent.

Mr. Bryson objected to the amendment. He said he understands the reasoning behind the citizens' concern about reclassification. He said that reclassification of land is not the same as land disposal. He said that the process for land disposal includes public comment, multiple visits through different city departments including going through the Planning Commission before it even goes to the Assembly for a vote. The Parks and Recreation Department as they were developing this master plan did not just decide to throw land away and they understand the value of this land. Due to meeting certain criteria, it made a list for being available for potential disposal and they are only looking at reclassifying it. It is not saying they are going to dispose of this land just because of this reclassification. He would be OK with an amendment just removing the Fish Creek portion but he thinks it is short sighted to remove all the language in that section.

Mayor Weldon asked if Ms. Hughes-Skandijs would be willing to change her amendment to just limit it to the Fish Creek portion of Table 4.8 and leave the remaining language in there as written and to change the map accordingly. Ms. Hughes-Skandijs said she would be willing to change her amendment accordingly.

Mayor Weldon asked if there was any objection to Ms. Hughes-Skandijs' amendment to remove the first line of Table 4.8 with reference to Fish Creek and to change the map on page 39 accordingly. *Hearing no objection, the amendment passed.*

Mayor Weldon then asked if there were any objections to the adoption of Resolution 2856 with the plan as amended above. *Hearing no objection, Resolution 2856 was adopted.*

Mayor Weldon called for a 10-minute break in the meeting. When returning from the break she asked the Manager to remind them which order the remainder of the agenda would be taken up. Mr. Watt explained that the next step would be to proceed with the Public Hearing agenda items and then the changes he requested at the beginning of the meeting would occur under the Unfinished Business section of the agenda.

VIII. PUBLIC HEARING CONTINUED:

A. Ordinance 2018-11(AL) An Ordinance Appropriating to the Manager the Sum of $1,535,300 as Partial Supplemental Funding for Various Departments' Fiscal Year 2019 Operating Budgets; Funding Provided by General Fund's Fund Balance, Airport Fund's Fund Balance, Docks Fund's Fund Balance, and Lands Fund's Fund Balance.

The attached ordinance would appropriate $1,535,300 for increases in FY19 operations among several CBJ departments. We are requesting a budget supplemental for five organizations. Of the total request, $950,000 is for CCFR and paid with general government funds. The other four requests are funded from their own operational revenues or fund balances.

> <u>Airport</u>
> Airport anticipates exceeding its FY19 Assembly authorized spending authority by $108,400. Airport staff discussed this at their budget presentation on April 10. Funding will be provided by the Airport Fund's Fund Balance.
>
> <u>Capital City Fire & Rescue</u>
> The Fire Department is anticipating a shortfall of $950,000 in the FY19 operating budget. This is due to approximately $250,000 in negotiated IAFF wage and benefits increases and ambulance billing shortfall of approximately $700,000. The shortfall is a result of: 1) continued decline in billable call volume, 2) over aggressive revenue projections and 3) higher than anticipated bad-debt and contractual write-offs. The anticipated funding for this increase is from General Government Fund.
>
> <u>Docks and Harbors Department</u>
> The supplemental request would increase the Docks Enterprise spending authority in FY19 by $35,000. Funding would be provided by FY19 revenues exceeding budget. The Docks &

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Harbors Board approved the supplemental request at its March 20, 2019 regular board meeting. The Port Director staff discussed this at the budget presentation on April 10.

Lands Division
Lands' projected expenditures are anticipated to exceed their revenue collected by $201,900 in the current fiscal year. This shortfall is due to a decrease in projected revenues from land sales. The timing of the South Lena subdivision of Lot 1 Block B has pushed the sale of the resulting four lots into FY20. They were originally scheduled for disposal in FY19. The anticipated funding for this increase is Lands Fund's Fund Balance.

Human Resources and Risk Management Department
The Human Resources and Risk Management Department anticipates exceeding its FY19 Assembly authorized spending authority by $240,000. This increase is due to higher than budgeted claims experience for health insurance. Funding will be provided by Health Account fund balance.

The City Manager recommends this ordinance be adopted.

Public Comment:
None

Assembly Action:
MOTION by Mr. Bryson to adopt Ordinance 2018-11(AL) and asked for unanimous consent.
Hearing no objection, the motion carried.

B. Ordinance 2018-11(AM) An Ordinance Appropriating to the Manager the Sum of $620,700 as Funding for Fleet and Risk Funds; Funding Provided by General Fund's Fund Balance.

This FY19 supplemental budget ordinance would allocate $271,200 to add funds to various departments' equipment replacement fund accounts and allocate $349,500 to the city's self-insured health care account.

Six organizations were requesting FY20 budget increments, totaling $135,000, to increase contributions to their equipment accounts. The current balance in these accounts is less than the projected upcoming equipment replacement needs. The requested deposit postpones the need for these increments for two years. Also the projected FY19 draw-down on the self-insured health account is higher than original budget projections. We are requesting $349,500 go into the health account to help offset the larger than expected draw.

The source of funding for these two requests is the projected $620,700 reimbursement, from the state Department of Administration, of past PERS Tier IV employer contributions. The funds are being returned for employees who terminated prior to having enough years of service to vest in the employer contributions.

The City Manager recommends this ordinance be adopted.

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Public Comment:
None

Assembly Action:
MOTION by Ms. Hale to adopt Ordinance 2018-11(AM) and asked for unanimous consent.
Hearing no objection, the motion carried.

IX. UNFINISHED BUSINESS

A. Ordinance 2019-05(b) An Ordinance Establishing the Rate of Levy for Property Taxes for Calendar Year 2019 Based Upon the Proposed Budget for Fiscal Year 2020.

This ordinance establishes the mill rates for property taxes for 2019, which funds a significant portion of the City and Borough of Juneau's FY20 operating budget.

The Charter requires the assembly to adopt, by ordinance, the tax levies necessary to fund the budget before June 15. The mill levies presented in this ordinance support the Manager's FY20 Revised Budget as amended by the Assembly Finance Committee (AFC). As part of the budget review process, the AFC reviewed, amended and recommends to the Assembly, the final mill levies.

For FY20 the AFC recommends an increase of 0.10 mills to the Manager's recommended operating mill rate, and supports the Manager's recommendation to decrease the debt service mill rate by 0.10 mills. This results in a total mill levy that remains unchanged from FY19 at 10.66 mills; the components of which are:

Operation Mill Rate by Service Area	Millage	Change from FY19 Adopted
Roaded Service Area	2.45	0.15
Fire Service Area	0.31	(0.05)
Areawide	6.70	-
Operating Total	**9.46**	**0.10**
Debt Service	**1.20**	**(0.10)**
Total	**10.66**	**-**

An opportunity for public comment was provided at a Special Assembly meeting on April 24, 2019. The AFC reviewed the mill rate ordinance at its meetings on April 24 and May 15, 2019, referring the amended ordinance to the full Assembly for adoption.

The City Manager recommends this ordinance, as amended by the Assembly Finance Committee, be adopted.

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MOTION by Ms. Hughes-Skandijs to adopt Ordinance 2019-05(b) and asked for unanimous consent. Ms. Becker noted objection for purposes of amendment.

AMENDMENT by Ms. Becker to change the mill levy amount to 10.56. She said she has been hearing from many community members and she feels the city finances are such that we are in a good space and do not need to have the higher tax rate. Ms. Becker said that this is one way the Assembly could keep the cost of living under control in Juneau. Mr. Bryson spoke in favor of the amendment reducing the mill rate to 10.56.

Mr. Jones spoke against the motion to amend. He said they had discussed this at length at the Assembly Finance Committee (AFC). He spoke to the substantial impacts they may be looking at depending on the decisions made at the state regarding the state budget as well as the state's moratorium on the school bond debt reimbursement. Mr. Jones said they discussed the mill levy at length at AFC, and they agreed upon the 10.66 mill levy during those AFC discussions.

Ms. Hale said that she recalled the discussions at the AFC when they decided to keep the mill levy at 10.66. She said there is a lot of budget uncertainty due to the state budget process. She expressed her level of discomfort of keeping the tax rate the same when we are facing a possible $7.1 million school bond debt reimbursement bill depending on what the state decides to do. At this time, nothing has happened yet, and the Assembly has to move on before they can know what will happen with that $7.1 million. She said that if that action does occur, the Assembly will need to take a much stronger action than a .1 mil increase. For now, Ms. Hale said she would support Ms. Becker's amendment with the understanding that if and when they need to take stronger action, they will do so.

Mr. Edwardson said he supports Ms. Becker's amendment and that there is a reason they vote at both meetings (AFC and Assembly). He said he doesn't believe in pre-emptive taxing. He said there is a lot of uncertainty and when they reach that uncertainty, they will need to determine how much to tax at that point. He said that one of the things he considers, which may be unlikely to happen – what if they get everything they asked for, are people going to get a rebate? That is unlikely to happen but he agrees with Ms. Hale that they will have to make a lot of decisions coming up but he would prefer to know what he is responding to than to just guess.

Ms. Hughes-Skandijs spoke against the amendment to lower the mill rate to 10.56. As Mr. Jones mentioned, there is a tremendous amount of uncertainty at the state level that is hanging over their heads and they may potentially be looking at a lot more than 7.1 million. She said the Assembly finds itself with a healthy budget due to the decisions by previous Assemblies and healthy financial culture by city staff and good financial management by staff. She said that it behooves the Assembly to maintain the responsible spirit and be conservative in nature and know that while they don't know the extent of the cost shifts that will be occurring, they can be fairly certain that there will be cost shifts from the state to the city. The Finance Director's last presentation showed that the costs will be increasing in the future and items like sales tax are also affected the longer the uncertainty continues at the state level.

Ms. Triem echoed the sentiments of Mr. Jones and Ms. Hughes-Skandijs. She said that earlier that day, state lawmakers sent a letter to the Municipality of Anchorage about cost shifts that were being

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passed onto the Municipality that Ms. Triem felt should rightfully be services paid for by the state. She said she is certain that CBJ will be seeing the same thing from this governor. As for fund balance, the message she received through the AFC budget process is that the savings are not sustainable and she feels they need to have a plan to replenish it when it is being spent down.

Ms. Becker said that while she appreciates the negative comments, we have a balanced budget right now and the Assembly has a method to determine the amount needed for the mill levy and that amount came out at 10.56. The additional amount making it 10.66 was to allow for the "just in case" factor which is not going far with the public and she said that being credible with the public is paramount.

When asked for clarification on the specific portion of the ordinance that was being amended so the total came to 10.56 mills. Mr. Jones suggested that amendment change the "Areawide" portion by adjusting it from 6.7 mills to 6.6 mills for an over total of 10.56 mills. Ms. Becker agreed with that clarification.

Roll Call Vote
Yeas: Becker, Bryson, Edwardson, Hale
Nays: Hughes-Skandijs, Jones, Triem, Weldon
Amendment Failed 4:4

Vote on Main Motion
Mayor Weldon said the original motion to adopt Ordinance 2019-05(b) with a mill levy of 10.66 was before the body for consideration. *She asked if there were any objection; hearing none, the motion passed by unanimous consent.*

Mayor Weldon asked Mr. Watt to provide his staff report in accordance with the agenda changes made at the beginning of the meeting.

Staff Report Item C.
Airport North Terminal Project Update
Mr. Watt explained that the packet contained a series of documents relating to this project and the LEED (Leadership in Energy and Environmental Design) requirement in CBJ Code. He noted that the code requires projects over a certain dollar amount ($5,000,000 adjusted over time) required LEED standards unless granted an exception. If the manager, with the consent of the Assembly after consideration of the recommendation of the Juneau Commission on Sustainability (JCOS), determines that it would not be economically feasible, then a project may be exempt. Mr. Watt recommended that they make the Airport North Terminal Project exempt from the LEED requirement. Airport staff has demonstrated enough information to the City Manager that the economic cost of obtaining LEED certification would be proportionately higher than other projects that have obtained the LEED certification and they would be pursuing points in getting that certification that would mostly serve to satisfy a point gaining exercise as opposed to making improvements to the building facility that would result in a more sustainable building. Mr. Watt also recommended that there be substitute measures that the Airport take in acknowledgement of the Assembly adopted goals as articulated in the Juneau Renewable Energy Strategy, primarily relating

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to moving towards fossil fuel demand for transportation and continuing to build the North Terminal as a high performing building.

Ms. Hale said that as the liaison to JCOS, she supports the Manager's recommendation but does so with caution that people shouldn't get the impression that the Assembly will just waive LEED requirements without much consideration. She said that the Airport and the Airport Board have worked very hard at this and this exemption does not come lightly.

Mayor Weldon asked if the Airport Board has had a chance to review the Manager's recommendation. Mr. Watt said a draft of his decision was sent to the Airport Board Finance Committee the previous week and they were supportive of the recommendation. Mr. Jones said he also attended that Airport Board Finance Committee meeting and that the committee was supportive of this recommendation.

MOTION by Mr. Jones to adopt the recommendation of the City Manager on exempting the Airport North Terminal Project from the LEED requirements and asked for unanimous consent. *Hearing no objection, the motion carried.*

Due to the Manager's request for agenda changes at the beginning of the meeting, the next item taken up for consideration was Public Hearing Item C. Resolution 2845(d).

Unfinished Business Item C. Resolution 2845(d)
A Resolution Adopting the City and Borough Capital Improvement Program for Fiscal Years 2020 Through 2025, and Establishing the Capital Improvement Project Priorities for Fiscal Year 2020.

This resolution adopts the Capital Improvement Program (CIP) for fiscal years 2020 through 2025, as required by Charter Section 9.4, and lists the capital projects that will be initially appropriated by ordinance in FY20. This resolution authorizes $37.7 million for CIPs and $1.0 million for operating budget activities.

The Public Works and Facilities Committee (PWFC) reviewed the preliminary CIP resolution at its meeting on March 18, 2019, and forwarded the plan to the Assembly.

The CIP resolution was introduced at the Assembly meeting on April 3, 2019, and referred to the Assembly Finance Committee (AFC), where it was reviewed during the AFC meetings of April 3, April 10, May 8, and May 15, 2019. A public hearing, as required by charter, was held at the Special Assembly meeting April 24, 2019.

The AFC approved Resolution 2845(d), as amended and referred it to the full Assembly for adoption.

The City Manager recommends this resolution, as amended by the Assembly Finance Committee, be adopted.

<u>Public Comment:</u>

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None

Assembly Action:

MOTION by Ms. Triem to adopt Resolution 2845(d), as amended by the Assembly Finance Committee, and asked for unanimous consent.

Objection by Mr. Jones for purposes of amendment.

AMENDMENT #1 by Mr. Jones to change the fund source for the Airport North Terminal Funding project in the amount of $300,000 from the Airport Fund Balance to Sales Tax Fund Balance in Resolution 2845(d).

Mr. Jones explained his reasons for proposing the amendment. There was a lengthy presentation at the Airport Board Finance Committee from Finance Director Bob Bartholomew relating to the various fund sources and the restrictions placed on some of those fund sources available for this project. Mr. Bartholomew identified what he believed were some pretty significant areas of underfunding of this project. Mr. Jones said that part of that underfunding was taken care of by the Assembly accepting the Manager's recommendation regarding LEED certification. He said that the other part was a motion from the Airport Finance Committee to the full Airport Board, which will not be meeting until next week, to add an additional $800,000 from their fund balance to this project. Mr. Jones said he felt that it would be best for the Assembly to change the fund source during this meeting to have those funds coming from the Sales Tax Fund Balance. That way, if/when the $800,000 recommendation is forwarded to the Assembly from the Airport Board, it would be a smooth transitional process.

Mr. Jones also explained that the reason for rearranging the order of the agenda was that this amendment would then require a change of fund source amounts on the final budget ordinance if this amendment is adopted. *He asked unanimous consent on this amendment.*

Ms. Hale said that when they first discussed the $300,000 it was going to come from sales tax and the purpose of it would be to meet the LEED requirements. Ms. Hale said that she is uncomfortable just allocating that $300,000 when they have had no discussion of the purpose of that $300,000 other than the explanation that Mr. Jones provided. Ms. Hale said she is uncomfortable with this coming down so late in the budget process and it is shifting the direction of the $300,000 and as such, she is opposed to the amendment.

Mayor Weldon called on staff if they wished to provide any additional information. Mr. Watt said that, while not speaking to the merits of the motion, the Assembly does have multiple paths available. One path would be to pass the CIP resolution as it is. Another path would be amending it as Mr. Jones has proposed. A third path could be deleting the Airport Fund from the CIP, working on it in committee, and then bringing it back for appropriation at a later date. The project is definitely moving forward and needs to get out to bid this fall but there would be approximately one month for committee referral if that would be helpful.

Mayor Weldon asked Mr. Bartholomew to speak to what the $300,000 is going to do. Mr. Bartholomew provided an abbreviated version of the presentation that he gave to the Airport Board Finance Committee. He explained that ultimately, the Airport was left with a $1.1 million shortfall in its fund availability. From that $1.1 million shortfall, the Airport Finance Committee made a motion to use $800,000 from its Airport Fund Balance which would leave them with a $300,000 shortfall. He then went on to explain that the $300,000 came from his work on the project funding, looking at our sales tax balance and what was in there. He identified a subaccount in the Sales Tax Fund that has approximately $350,000 left from the 2012 1% voter approved sales tax. All the projects on that voter approved 1% sales tax have been completed and that is where just a little more revenue had come in than what the voters had approved. When he noticed that, he discussed it with the City Manager and suggested they propose contributing that money to the Airport project since the Airport Terminal was one of the projects that received funding in 2012 so it was in line with what had been in front of the voters. It wasn't specifically the North Terminal but it met the spirit of trying to continue to spend voter approved money for a voter approved intent. He went on to explain the steps it went through during the AFC budget process and its subsequent association with the LEED certification. Mr. Bartholomew said that at this time, there is a $1.1 million need for the project and the Airport is planning on moving forward with $800,000 and as the City Manager noted, there is no time crunch if it doesn't get resolved at this meeting.

Mr. Bartholomew explained that the Assembly Finance Committee will be receiving an update at its meeting on June 12 about the bond ordinances related to that project and they can talk about additional funding if the Assembly decides to remove it from this resolution.

Ms. Triem said she had the same concerns that Ms. Hale had. She was in favor of Mr. Watt's last option to remove it from the CIP resolution and refer it to committee for additional consideration and review. Mr. Edwardson said he agreed with Ms. Triem.

Mayor Weldon asked Mr. Jones if he wanted to keep his amendment. Mr. Jones said he does want to keep the amendment as proposed.

Roll Call Vote on Amendment #1
Yeas: Jones, Becker, Weldon
Nays: Bryson, Edwardson, Hale, Hughes-Skandijs, Triem
Amendment Failed 3:5

Ms. Hale asked if an amendment was needed to remove the Airport North Terminal funding item from the resolution so that it could be discussed at the June 12 AFC meeting so the full discussion of the $1.1 million could take place at the same time. Mr. Bartholomew agreed that if they decided to remove the $300,000 from the current resolution that they could discuss the full $1.1 million shortfall at the June 12 meeting.

Amendment #2
MOTION by Ms. Hale to remove the $300,000 for the Airport North Terminal funding from the CIP Resolution 2845(d) to be discussed at the June 12 Assembly Finance Committee meeting and asked for unanimous consent.

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Objection from Mr. Jones who spoke to his objection.

Roll Call Vote on Amendment #2
Yeas: Bryson, Edwardson, Hale, Hughes-Skandijs, Triem, Weldon
Nays: Jones, Becker
Amendment passed 6:2

Mayor Weldon called for any objection on Resolution 2845(d) as amended. Seeing and hearing no objection, Resolution 2845(d) as amended passed by unanimous consent.

Unfinished Business Item B. Ordinance 2019-06(b)
An Ordinance Appropriating Funds from the Treasury for FY20 City and Borough Operations.

This ordinance appropriates $379,491,500 in expenditure authority for the City and Borough of Juneau's FY20 operating budget, excluding the School District. It is necessary to appropriate all transfers between funds that support operations, debt service and capital projects as well as the associated expenditures within the funds themselves. These transfers account for $101,477,400 of the FY20 operating budget. The total appropriated expenditure authorization, net of inter-fund transfers, is $278,014,100.

This ordinance also recognizes $373,349,300 of projected revenue and transfers-in and decreases fund balances, across all funds, by $6,142,200. The revenue and fund balance draw are sufficient to fund the budgeted expenditures.

The original ordinance was introduced at the April 3, 2019, Special Assembly meeting and referred to the Assembly Finance Committee (AFC) for deliberation. The AFC held six meetings/work sessions on the budget. An opportunity for public comment was provided at a Special Assembly meeting on April 24, 2019. The AFC moved the amended budget ordinance back to the full Assembly at its May 15, 2019, meeting. The AFC changes are reflected in the (b) version of the ordinance, where data being updated or deleted is shown by strikeout, and bold font.

The Charter requires adoption of the FY20 operating budget by June 15, 2019.

The City Manager recommends this ordinance, as amended by the Assembly Finance Committee, be adopted and as amended by the adoption of the CIP Resolution 2845(d).

Public Comment:
None

Assembly Action:

MOTION by Mr. Edwardson to adopt Ordinance 2019-06(b) as amended by the Assembly Finance Committee and as amended with the changes made from Resolution 2845(d) and asked for unanimous consent. *Hearing no objection, Ordinance 2019-06(b) as amended was adopted.*

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Mayor Weldon recessed the meeting for a break at 9:30p.m. and reconvened the meeting at 9:39 p.m.

X. NEW BUSINESS

A. Hardship and Senior Citizen/Disabled Veteran Late-Filed Real Property Tax Exemption Applications

The following listed property owners are requesting that the Assembly authorize the Assessor to consider a late-filed appeal of their property assessment: Sepel, Weimer, Cantell, Lopez, and Nelson. The action required by the Assembly is to determine whether or not the late-filed tax assessment appeal will be heard. Evidence on the assessment itself or the merit of the appeal is not relevant. The Assembly should consider each request separately and determine whether or not the property owner was unable to comply with the 30-day filing requirement.

<u>2019 Hardship Exemptions</u>

1) **Applicant: Sepel** **Parcel ID: 4B2601010110**
Physical Address: 10901 Mendenhall Loop Road
Legal Description: USS 2392 TR B LT AA LT B

2) **Applicant: Weimer** **Parcel ID:1C030C160040**
Physical Address: 635 W 12th Street
Legal Description: Casey Shattuck BL 216 LT 5

<u>2019 Senior Citizen/Disabled Veteran Exemptions</u>

1) **Applicant: Cantrell** **Parcel ID: 5B1601170160**
Physical Address: 2211 Muir Street
Legal Description: Totem Park BL F LT 16

2) **Applicant: Lopez** **Parcel ID: 4B2901270010**
Physical Address: 1104 Slim Williams Way
Legal Description: Brigadoon Estates I BL C LT 1A

3) **Applicant: Nelson** **Parcel ID: 5B2401440050**
Physical Address: 8288 Garnet Street
Legal Description: Pleasant Garden BL 2 LT 11

The burden of proof is upon the property owner to show the inability to file a timely appeal. In this context, the word "unable" does not include situations in which a property owner forgot about, or overlooked, the assessment notice, was out of town during the period for filing an appeal, or similar situations. Rather, it covers situations that are beyond the property owner's control and would prevent a property owner from recognizing what is at stake and dealing with it. Examples of this would include physical or mental disability serious enough to prevent a person from dealing

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rationally with their private affairs. Disagreeing with the amount of the assessment does not constitute inability to submit a timely appeal, nor does a notice of assessment being sent to a wrong address. The property owner is responsible for keeping a current, correct address on file with the assessor's office.

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

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

MOTION by Mr. Jones that the Assembly accept the late filed 2019 Hardship Exemption for Applicant: Sepel, Parcel ID: 4B2601010110 and asked for unanimous consent. *Hearing no objection, the motion passed.*

MOTION by Mr. Jones that the Assembly accept the late filed 2019 Hardship Exemption for Applicant: Weimer Parcel ID:1C030C160040 and asked for unanimous consent. *Hearing no objection, the motion passed.*

MOTION by Mr. Jones that the Assembly accept the late filed 2019 Senior Citizen/Disabled Veteran Exemption for Applicant: Cantrell, Parcel ID: 5B1601170160 and asked for unanimous consent. *Hearing no objection, the motion passed.*

MOTION by Mr. Jones that the Assembly accept the late filed 2019 Senior Citizen/Disabled Veteran Exemption for Applicant: Lopez, Parcel ID: 4B2901270010 and asked for unanimous consent. *Hearing no objection, the motion passed.*

MOTION by Mr. Jones that the Assembly accept the late filed 2019 Senior Citizen/Disabled Veteran Exemption for Applicant: Nelson, Parcel ID: 5B2401440050 and asked for unanimous consent. *Hearing no objection, the motion passed.*

XI. STAFF REPORTS

A. New City Hall Update

Mr. Watt reported that they had several outreach meetings and public communication and the concept of a new City Hall is generally being received warmly. He said that he thinks the public appreciates that they are looking a long run project that would be for the good of municipal government, for the good of city finances, for the good of serving the public more efficiently and directly. He said there has been a fair amount of public discussion about details, primarily location, and a lot of comment about people concerned that we were moving too fast. He said that due to the public's concerns that this is moving too fast, we should take time and it will take more time than between now and the October ballot and if this is an idea that the Assembly and public feels they should move forward on, the October 2020 ballot would be a good target date. Staff could continue to work on answering public questions and developing project details so they have substantial support. His idea is that if it is a good idea, it was a good idea last year, it is a good idea this year, and it is a good idea next and the most important thing is not to rush this and we should take the time needed.

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B. Annexation Update

City Attorney Palmer provided an update on the status of the annexation petition. He said that consistent with the last resolution that the Assembly adopted, staff has been working to prepare the petition for annexation and they intend to file the informal petition with the Local Boundary Commission (LBC) within a week. They projected a map on the screen showing the proposed areas to be annexed. He noted that Funter Bay was still excluded and Angoon was a long way away from anything that is planning to be annexed. He stated that the process that will begin in the next week would be to file an informal petition for technical review by the LBC. The LBC would then review it, provide any feedback and at that same time, CBJ staff would publish a webpage that would go live with FAQs on the annexation process and petition and publish a draft copy online. The next steps would then be dependent upon what the LBC says. At some point, there will likely need to be another public hearing on it before it goes up for legislative review but that process is a ways out.

Mayor Weldon noted that the City Manager has also reached out to all the neighboring communities to let them know what is going on. Mayor Weldon asked if any members had questions for staff.

Mr. Bryson asked if staff could provide a summary of the benefits or the necessity of doing the annexation for Juneau. He asked if we would be received additional tax base, if we would receive federal money for having additional lands and/or what the advantage to city would be to annex these lands.

Mr. Palmer said he and the City Manager could each provide information on this. Mr. Palmer said that looking at the big picture, the model borough boundaries that were created approximately 20 years ago were designated and intended for municipalities to extend their boundaries to those areas that have close connections with those communities. Mr. Palmer explained that areas A, B, C, and D on the map are almost near matches to the model borough boundaries. Those are areas that have close connections to Juneau and the overarching goal of the state is for those areas that are unorganized to become part of a borough. One of the goals is to provide more representation for the people who have property in those places or the people who travel or do business in those places. Mr. Palmer said that they believe there are only six permanent residents in those four areas, yet there a significant number of people who have cabins or do hunting or fishing business or seafood type businesses in those areas that have strong connections to Juneau. They are trying to wrap them into Juneau’s boundaries to give them representation and a voice. He said they are also trying to provide parity to services we have outside of the roaded area. That will primarily be emergency medical services and then support for schools if there are any school-aged children out there. He said that even to some extent, zoning those places through the Title 49 process such that the remote rural life style could be protected and if anyone wanted to do something bigger or more commercial than what is typically found there, they would have to go through the Planning Commission process. He said there are a whole slew of protections out there and that the City Manager could possibly speak to some others.

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Mr. Watt said that he would speak back to the formation of the state and the constitution with the idea in the constitution that provides for maximum local control. What the state envisioned was the boroughization of the entire state. That logic led to the model borough boundaries and when Juneau first formed its borough, it did not go to the full extent of the model borough boundary and as a result, it has been harder. He said that when other boroughs first formed, they went to the big boundaries and that was likely an easier way to go about it. He said the question that CBJ should ask is that given the philosophy of maximum local control, what is the most rational borough boundary for Juneau.

Mr. Watt said that a lot of people have looked at this over the years and we have found ourselves in an unfortunate, reactive mode when Petersburg decided to form their borough, which resulted in somewhat of a squabble between Southeast friends and neighbors. It was ultimately resolved by the formation of their borough and CBJ supported them in the Legislature when they went to get their land allocation. The Assembly, in looking at this in January 2018, decided that we should not react but rather we should proactively finalize our borough boundaries. Mr. Watt pointed out that there are potential economic development opportunities. There are two large mineral resource operations within our borough that we provide a lot of home base support to and we also receive significant property tax from so for all those reasons and those that Mr. Palmer relayed, this is where we are with the boundary proposal. There is still a lot of public process ahead of them that begins with the LBC.

Ms. Hale said that she recalls concerns raised by residents of Funter Bay when this came up. She said with the carve out of Funter Bay, it doesn’t quite follow the model borough boundaries. She has heard pros and cons on the Funter Bay argument and she doesn’t want to open that can of worms at this point. She said that it stands out and asked if we are at risk of someone else taking Funter Bay at some future time as a result of this.

Mr. Watt said that it would be entirely possible. He said that our neighbors in Hoonah have been talking about the formation of a borough and they have been doing research. He said he doesn’t know what their timeline is but anytime we choose a boundary proposal, we are necessarily choosing the boundary proposal for the most adjacent neighbor. It is not unlikely that Hoonah would be following what we are doing in the news and given that we have chosen to not include Funter Bay, that would be a rational part of their planning to be thinking about that. He said he thinks Hoonah has made some progress on their proposal but he doesn’t know when they will be coming forward with it.

Mr. Edwardson said he will not rehash the discussions from last year but if you go to the LBC website and read everything that they have on the model borough, the model borough was not intended to be the final word. It was supposed to be representative and a starting point like meander lines and that is why CBJ didn’t do that originally. He said that Petersburg didn’t automatically get more land grants with increasing their borough and that is why the ended up going to court. When a municipality forms, they get a certain state land grant according to formulas. Petersburg, even with that additional land, didn’t hit that formula and that is why they had to go to the Legislature to get more. They got considerably more through the legislative process than they would have gotten through the regular formula process through the state statutes. The other is the unorganized borough. Mr. Edwardson said he thought that Vic Fischer

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wrote about the unorganized borough and that the unorganized borough was never meant to go away.

Mr. Edwardson said he didn't support this resolution but the Assembly passed it last year. He said this is a new Assembly and he wanted to get out an opposing viewpoint about the borough annexation process.

Ms. Hale thanked Mr. Edwardson for his comments. She noted from her experience as a former regulator how it was often frustrating trying to regulate in the state of Alaska when everywhere else has counties and Alaska doesn't have that structure. As a result, people defer and rely upon the state to do the management and regulation and there is no county, city or community performing those tasks. Ms. Hale said in light of that, she supports the expansion of the borough.

Ms. Triem asked why the corner land by Tracy Arm was being excluded. Mr. Watt said that is water in area A and it is already ours and not being excluded. Mr. Palmer explained that it was a graphical typo.

Mayor Weldon asked for any additional questions or comments from the Assembly. Seeing and hearing none, she moved onto staff report Item D.

C. Airport North Terminal Project (taken up earlier in the meeting)

D. 333 W. 9th Street update

Mr. Palmer explained that the previous owner of this property passed away in 2014 and that the property has been in arrears on property taxes for the past four years. The city foreclosed on that property through the tax foreclosure process. There was a one-year right of redemption and that year has now lapsed and the city has title to that property. In May 2018, the Assembly passed an ordinance stating that there is no public use for the property and that the property should be sold. At that Assembly meeting, and since then, the descendants and now the personal representatives of the prior owner have said that they want to pay the taxes owed as well as the taxes and fees on that property and they have made some payments. As of that morning, there is roughly $11,000 owed on the property, including all the interest and fees.

Mr. Watt explained that just prior to this meeting, he met with two representatives who were the assigns of the prior owner. They provided paperwork to CBJ on Friday, May 31 showing that they were assigned that right by the prior owner. They came to let Mr. Watt know that they intended to pay the taxes and that they had the resources to pay the taxes. He said he was glad to hear that and he let them know that the situation has dragged on a lot longer that the Assembly and staff had hoped when the ordinance was passed last year. He said they would be initiating the process towards sale of the property. He said they discussed what he thought would be the city's timeline to complete that process and the representatives advised him that they would be able to pay those taxes within that period and take care of the situation. He said that he strongly encouraged them to do that and that we would be following up on that. He said he also believes this process has gone on too long and we dropped the ball on it somewhat and that we need to pick it up and move forward. He said that CBJ initiating that process would motivate the assigns in completing the payment of those back taxes.

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Mr. Jones said he felt Mr. Watt was leaving some things out. He said when they passed the ordinance last year, they had started the foreclosure process. The year for redemption had passed, therefore that property is CBJ property. He said that if we would have sold it a year ago, some of the proceeds would have gone to pay the back taxes and some of the proceeds would have recovered our expenses and maybe or maybe not we would have owed something to the heirs. The fact that they now might be able to pay the taxes owed, does not give them the right to the property. His understanding is that they would have to purchase the property from CBJ at the value that we set. He said this is still CBJ property and is in terrible shape. It has boarded up windows, a junk car in the yard, it has wood and other stuff. Some of the relatives were living in the yard last year bothering the neighbors and parking an RV and living in it this year. Right now, this is CBJ property and even if they pay the taxes back, it is still CBJ property. He said that it is just when it is sold that the proceeds would be distributed differently. He asked if he is mistaken in thinking that they could not just own the property if they pay the taxes owed.

Mr. Palmer explained that this is one of the odd aspects of Alaska Statutes. There is a right to redeem and that period is one year. He said there is also a right by the record owner or the assigns of the record owner to repurchase the property as Mr. Jones described but that is for a ten-year period. He said that if that property owner or their assigns comes forward and pays the property tax judgment plus four other costs, then they can repurchase the property.

Mr. Jones asked what repurchase the property means. He asked if CBJ does an assessment or real estate appraisal and they have to pay that value or do they pay the value that the assessor valued it at when we started the foreclosure process.

Mr. Palmer read the following as found in part in AS 29.45.470:
…The municipality shall sell the property for the full amount applicable to the property under the judgment and decree plus:

(1) interest not to exceed 15 percent a year from the date of entry of the judgment of foreclosure to the date of repurchase;
(2) delinquent taxes assessed and levied as though it had continued in private ownership;
(3) costs of foreclosure and sale incurred by the municipality; and
(4) costs of maintaining and managing the property incurred by the municipality including insurance, repairs, association dues, and management fees, that exceed amounts received by the municipality for the use of the property.

Mr. Palmer answered a number of questions from Assemblymembers and discussed the finances and state of the property as well as the legal circumstances of the property in greater depth. Mr. Watt acknowledged the concerns raised by Mr. Jones and said that staff did not perform its duties in a timely manner. Mr. Jones expressed his concerns that even if the assigns do pay the amounts owing as noted above that they may not be able or willing to improve the structure from the derelict condition that it is in currently.

XII. ASSEMBLY REPORTS

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A. Mayor's Report – Mayor Weldon congratulated all the graduates who graduated over the past weekend. She attended the Memorial Day service at Evergreen Cemetery by the American Legion. She said Assembly and staff will be traveling quite a bit in the next few months and she will be heading to Scotland on June 15. At the request of the Deputy Mayor, they are moving the Assembly Committee of the Whole (COW) meeting from July 1 to July 8. In looking ahead, to the upcoming year, she asked members to look at December 7 for the Assembly Retreat to see if that works for their calendars. If it doesn't to let her know alternative dates. She reminded city employees that Open Enrollment for insurance deadline is rapidly approaching and to please complete their enrollments.

B. Committee Reports

Ms. Becker provided the following reports:

Lands Committee reported on the recent work of the committee including a request from a couple who wished to purchase land from CBJ so they could subdivide and that request has been forwarded to the Parks and Recreation Department. They have Lena lots and two Renninger lots for sale. The sales brochures are out to the public. July 11 is the last day to submit the bids and August 23 is the closing. She reported that the NFL wanted to film the alumni game so Lands, Parks and Rec and the School District worked together to make that happen.

Docks and Harbors - PND was awarded the contract to conduct the small cruise ship master plan. She said they talked a lot about Amalga Harbor and the public and the residents of that area are not happy about the fish cleaning station and the bear attraction it provides. There have not been any decisions made at this time but they sent the issue to the Operations Committee.

They renewed the lease to the Mayflower Building where Montessori preschool is held.

She reported about the Chamber of Commerce speakers and about the JSD Assembly Joint Project Team and said all members should have a copy of the report from the project team that were placed in each member's inboxes.

Ms. Becker said that she had the honor of going on the Ovation of the Seas for a plaque presentation on behalf of the Mayor.

Mr. Jones reported that the Assembly Finance Committee (AFC) met and most of its work was dealt with tonight. The next meeting is June 12 and there will not be a meeting in July unless significant action needs to be taken by the Assembly based on what the legislature does.

Mr. Jones said he will be gone most of July on Marijuana Control Board business as well as for personal leave. He noted that many of the Assemblymembers will also be gone in July.

He noted that in honor of passing the budget at this meeting that this is the 18th consecutive budget that Ms. Becker has been instrumental in passing. She had 9 years of working on it in her tenure on the School Board and 9 years as an Assemblymember. He said that is amazing staying power and she should be recognized and honored for her commitment.

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Mr. Jones reported that the School Board has not met. They meet on June 11 and they also will not be meeting in July. He said that the City Manager has been doing presentations about the proposed City Hall. Mr. Jones noted that Mr. Bartholomew and Mr. Watt were also speakers at the Chamber of Commerce talking about the city budget and the proposal for a new City Hall respectively.

Mr. Edwardson provided the Assembly Human Resources Committee report which met just prior to this meeting. The HRC heard the Utility Advisory Board's (UAB) annual report and in that report was discussion on the recommendation to raise rates 4% for next 5 years. He said the Assembly will be hearing about that in a later committee.
The HRC recommended the below board appointments:
UAB: Byran Farrell and Leon Vance to terms beginning June 1, 2019 and expiring May 31, 2022.
Juneau Commission on Aging (JCOA): Lisa Oberle to a term beginning immediately and expiring December 31, 2020.
Hearing no objections, the appointments were approved by unanimous consent.

Mr. Edwardson proposed the following dates for meetings of the full Assembly sitting as the Human Resources Committee to interview applicants for the following boards:
June 19 – Eaglecrest Board interviews
July 17 – Docks and Harbors and Aquatics Board (tentative)
August 1 – Airport Board; the Airport Board was originally scheduled for June 19 but that has been extended and the interviews will be held on August 1 instead.

Mr. Edwardson said that he attended the Airport board meeting at which they discussed the LEED certification. He was impressed with how much the airport covers in a one hour period.

Ms. Triem reported that she hasn't been able to attend a Travel Juneau meeting for the past few months as she has been traveling when their meetings are held. She said Travel Juneau has been assisting Legislative Affairs with housing during the special session. Travel Juneau has been participating in community meetings, particularly those regarding Centennial Hall which falls in their purview. They were also present at the neighborhood meeting regarding tourism concerns. They posted on the "Epic Trails" Facebook page an episode featuring Juneau hiking which was posted 11 days ago and has about 10,000 views.

Ms. Triem reported that the Aquatics Board met last week and they are wrapping up their work. Most of their members are ending their tenure and there will be a lot of seats to fill when they take it up at the HRC. They are also finishing up their annual report. She gave the following important dates related to the aquatics facilities. This week is the annual closure of the Augustus Brown Pool but the valley pool is open. On June 10 starting at 6 a.m., registration opens for the first session of summer swim lessons. Those swim lessons begin on June 17.

Ms. Triem said that her calendar got wiped when she switched jobs so she can't recall all of the events she's attended. She did however pass along an invitation from the Petersburg Mayor

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when she was attending the Little Norway Festival. He has invited all the Assembly to attend next year's festival but he can't promise that they won't get in trouble.

Ms. Hughes-Skandijs reported that she attended UAS Community day on Campus and the Mayor let her take her place on handing out the awards to Elementary Art Show winners. She also attended the alumni football game and the Memorial Day observances at Evergreen Cemetery and at the Elizabeth Peratrovich Hall and both ceremonies were very moving. She attended the neighborhood meeting on tourism at the library. She reported that the JCOA is finalizing its survey and they meet next week. She said they did not meet in May but that there has been a flurry of emails.

Ms. Hughes-Skandijs also attended a number of ribbon cuttings for infrastructure week including the new visitor center kiosk and the Douglas Harbor. She gave a shout out to Docks and Harbors staff for their ingenious design and installation of a new waste tank system.

Ms. Hale said she was engaged in quite a few conversations regarding the visible emissions from cruise ships. She commended most of the ships for their clear and visible efforts by many of the cruise lines to curb emissions. She read in the February 11, 2019 minutes that Norweigan Cruise Lines wants to build bridges in Juneau and she could tell NCL how to do that and that would be to burn MGO (marine gas oil) when in harbor which is what the other ships are doing when docked in Juneau. She suggested that a letter from the Mayor to the president of NCL to ask that they clean up their visible emissions.

Additional discussion took place regarding a letter and DEC measurement process. Members asked to see and approve such a letter if one is sent.

Ms. Hale reported that the JCOS continues to work on a number of things and their next meeting is on Wednesday. She reported that the MRV work on Centennial Hall concluded with a meeting on May 30 at which they put up four different possible options that ended up with lots of sticky notes. They will be taking one option and bringing that back as a possibility. It was a design charrette taking the needs identified and saying this is something that could be done. The next meeting is scheduled for June 25 to look at the New JACC and to look at Centennial Hall together and they will then be forwarded to the Assembly Committee of the Whole on July 8.

Mr. Bryson reported that the Planning Commission met on May 14. They received an update from Mr. Palmer about the CBJ lease process where they are trying to remove the Planning Commission from that process. They passed the rezone for Under Thunder that was just voted on at this meeting. They also took up a Vista Drive rezone.

Mr. Bryson said he gave a presentation to the Miners Association on May 17. On May 28, they approved 72 condos across the street from Glacier Cinemas and a 5000 square foot gym for the youth wrestling club.

JEDC met on May 29 at which they discussed a work plan vs. a strategic plan and they were looking for tracking metrics or a dashboard to provide to the Assembly. There are two kinds of

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maps of downtown: 1) a DBA map and 2) a Travel Juneau map and only one maps is allowed on the cruise ships. He said it is odd that we fund both organizations that now have competing maps and he asked if there was some way to correct that. DBA members pay to get on their map. Travel Juneau just give them out.

He said that on June 9, he has arranged a float trip to check out the Mendenhall River and invited Planning Commissioners, Assembly members, members of the Parks and Recreation Advisory Committee and staff.

Mr. Jones noted that the rezones that Mr. Bryson reported on where just introduced at this meeting and not yet adopted.

XIII. ASSEMBLY COMMENTS AND QUESTIONS

XIV. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Mr. Kirby Day encouraged members to send any comments or concerns to TBMP as they come up.

XV. EXECUTIVE SESSION

XVI. ADJOURNMENT

There being no further business to come before the Assembly, the meeting adjourned at 10:46 p.m.

Signed:_________________________	Signed:_________________________
Elizabeth J. McEwen, Municipal Clerk	Beth A. Weldon, Mayor

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THE CITY AND BOROUGH OF JUNEAU, ALASKA

Meeting Minutes - June 24, 2019

MEETING NO. 20219-25: The Regular Meeting of the City and Borough of Juneau Assembly held in the Assembly Chambers of the Municipal Building, was called to order at 7:00 p.m. by Deputy Mayor Maria Gladziszewski.

I. FLAG SALUTE

II. ROLL CALL

Assembly Members Present: Deputy Mayor Maria Gladziszewski, Mary Becker, Loren Jones, Rob Edwardson, Carole Triem, Alicia Hughes-Skandijs, Michelle Hale and Wade Bryson.

Assembly Members Absent: Mayor Beth Weldon

Staff Present: Deputy City Manager Mila Cosgrove, City Attorney Robert Palmer, Deputy Municipal Clerk Diane Cathcart, Airport Manager Patty Wahto, Housing/Homelessness Coordinator Irene Gallion, Finance Director Bob Bartholomew, Finance Director Jeff Rogers, CDD Director Jill Mclean, PW/Eng Director Mike Vigue

III. SPECIAL ORDER OF BUSINESS

A. Special Recognition: Robin Potter

Finance Director Bob Bartholomew recognized retiring Assessor Robin Potter for her 10+ years of service to CBJ and all that she has done for the Assessors Office.

IV. APPROVAL OF MINUTES

A. March 4, 2019 Draft Regular Assembly Meeting #2019-09

MOTION by Ms. Becker to approve the minutes of the March 4, 2019 Regular Assembly meeting #2019-09 with some minor grammatical corrections and asked for unanimous consent. *Hearing no objection, the minutes were approved.*

B. March 14, 2019 Draft Special Assembly Meeting #2019-13

MOTION by Ms. Becker to approve the minutes of the March 14, 2019 Special Assembly meeting #2019-13 with some minor grammatical corrections and asked for unanimous consent. *Hearing no objection, the minutes were approved.*

V. MANAGER'S REQUEST FOR AGENDA CHANGES

Deputy Manager Cosgrove noted that Item C {Ordinance 2019-23} and Item G {Ordinance 2019-29} both recommend being introduced and moved to the Committee of the Whole; Ms. Cosgrove requested item C and item G instead be introduced and set for public hearing at the next regular Assembly meeting scheduled for July 22, 2019.

Mr. Jones objected to item G not going back to Committee of the Whole for more discussion before being moved to public hearing. Mr. Jones recommended item G be introduced, moved to the next Committee of the Whole meeting and set for public hearing at the July 22, 2019 Assembly meeting.

Hearing no objection, item C moves forward to public hearing and item G moves to the next Committee of the Whole meeting and both item C and G are set for public hearing at the next regular Assembly meeting on July 22, 2019.

VI. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Pat White spoke on a empirical observational study she did from April 28-June 21 from Mill St to Main St while biking and or driving through the area and notes, 8,000 visitors a day are better than 20,000 a day, creating less grid-lock, noise from combustible engines and reducing air pollution. Ms. White requests the Assembly cap the number of visitors at 8,000/per day. She posed the question to the Assembly of "do we know how many is too many? Do we know what the industry has planned for Juneau? Do we as a city have the ability to impact those decisions?"

Paula Terrel noted that at the June 3rd Assembly meeting several citizens gave testimony and Kim Metcalfe handed out a list of questions they would like the city to address. The only acknowledgement they have received so far has been from Municipal Clerk Beth McEwen who is gathering permit information as part of the records request. Ms. Terrel requested the Assembly not put this issue aside. 20 years ago she sat on Collaboration Juneau committee on tourism issues.

Susan Schrader asked the Assembly if anyone had heard the term "magic pipe"? Ms. Schrader stated it is a term coined by the Princess Cruise Lines crew and is a device on the cruise ships that circumvents water cleaning mechanisms but also mechanisms that monitor the amount of oil in the discharged water. This term came to light during a federal investigation against Carnival Corporation for polluting. Carnival has continued dumping despite several multi-million dollar fines. Last September, the Westerdam dumped 26,000 gallons of grey water in Glacier Bay National Park illegally. Ms. Schrader asked the Assembly if they have knowledge of these cases. She suggests CBJ lobby the Governor to not line item veto the Ocean Ranger's Program and to direct the Mayor and City Manager to inform Carnival Corporation that illegal dumping in state/federal waters will not be tolerated. Ms. Schrader feels the Assembly needs to take a leadership role with regards to the cruise industry.

Laura Flemming asked the Assembly to hold the line on high level volume cruise ship industry tourism in our area. Alaska has experienced double digit growth which has caused a larger environmental impact by an industry with a history of polluting. Ms. Flemming spoke in opposition to more traffic on North Douglas by commercial tourism businesses especially on Fish Creek Rd. She would like to see increased user fees and taxes on this industry and would like to see CBJ control the size and number of cruise ships coming to Juneau.

Brian Daughtery stated that tourism is a major industry and should be subject to zoning laws like all other industries, specifically there should be areas zoned for non-commercial use only and make sure those areas include recreational use areas and neighborhoods. The goal would be to balance the needs of residents and tourists. Mr. Daughtery noted last year commercial tours began dropping fisherman off along Thane Rd from the Rock Dump to Sheep Creek and he has run into commercial tours at Sandy Beach, an already high-use local area park. He requests the Assembly look at areas that can be preserved for local use such as the Mendenhall Glacier open for commercial use but Montana Creek and Thunder Mt. zoned as non-commercial. Another example was Mt. Robert's, keeping that area as commercial use but making Perseverance Trail as non-commercial. Mr. Daughtery said the city needs to be more proactive in the tourism industry and zoning is a good place to start.

Kim Metcalfe spoke in support of Mr. Daughtery's idea of zoning. She spoke in regards to Basin Road and how bad traffic has gotten on that road. It is a narrow road with blind corners, very few people drive the speed limit and many people use it to walk/run along. She requested that JPD spend time up there writing tickets. Ms. Metcalfe would like to see the gate across upper Basin Rd closed year-round. Ms. Metcalfe stated she hoped the Assembly look at ways to cap industrial tourism as it is ruining locals way of life by having no cap. Juneau citizens pay taxes year round and deserve a decent quality of life.

Assemblymember Hale said she appreciates everyone coming forward and voicing their concerns. She would like to look at a possible task force and look at how other communities are addressing tourism.

Ms. Metcalfe thanked Ms. Hale but noted that committees take a long time and nothing seems to change. We are at a tipping point, there are days we have 26,000 cruise ship passengers in port. This is now becoming a health and safety issue.

Kirby Day, TBMP & Cruise Industry Representative shared the Toursim Best Management Practices (TBMP) calls with the Assembly. He took note of what was brought up this evening regarding tourism. He reported that buffers have been put along the sidewalks on South Franklin to help alleviate pedestrians crossing at non-crosswalk areas. The Department of Transportation road project is going well with the cruise industry creating timing buffers to ease congestion. Mr. Day said the industry is not adverse to discussing capacity and he is having those same discussions in other ports such as Sweden and Norway. He noted the increase in passengers this year is roughly 125,000 and the large days that have 25,000 visitors are with ships that "hot-bunk" the port, meaning they are not both ported at the same time. Mr. Day would like people to use the hotline or call him directly if they see tours in areas that aren't designated as commercial use areas such as Sandy Beach.

Assemblymember Edwardson thanked Mr. Day and stated there are organized tours at Sandy Beach as he sees them quite frequently. Mr. Edwardson said some of the people that spoke this evening have very specific complaints, and asked Mr. Day if the industry has any specific resolutions to those issues such as Basin Rd.

Mr. Day said he has been working with the jeep tour operator using Basin Rd. The operator said approximately 55% of their tours (5-6 jeeps/day) are using Basin Rd. Mr. Day said the operator has posted the speed limit on the jeep dashes and agreed that yes, everyone should be driving the speed limit.

Assemblymember Edwardson also asked about the Thane Road and Sandy Beach concerns. Mr. Day mentioned that currently only the Mining Tour and the Sled Dog Tour should be using Thane Road and he will follow up with the tour group using Sandy Beach.

Deputy Mayor Gladziszewski said this is going to take some work. Tourism Management Plan was the last time the Assembly worked on tourism issues with Collaboration Juneau. Some policies were passed from that time and looking at those would be a good way to start the conversation.

Assemblymember Hale asked Ms. Cosgrove if it was possible to have JPD on Basin Rd writing tickets. Ms. Cosgrove said she would check with JPD to see if it was possible to have a police officer presence there as time allows. She also mentioned that JPD has placed a flashing speed sign up there to help alert drivers to watch their speed.

VII. CONSENT AGENDA

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

None

B. Assembly Requests for Consent Agenda Changes

Mr. Jones requested Transfer T-1020 be pulled from the consent agenda.

C. Assembly Action

MOTION by Ms. Becker to adopt the consent agenda with the removal of Item 3.c. on page 7 Transfer T-1020 and asked for unanimous consent. *Hearing no objection, the motion passed.*

1. Ordinances for Introduction

   a. Ordinance 2019-19 An Ordinance Amending the CBJ Codes Related to Planning Commission Review of City and Borough of Juneau Real Property Transactions.

      This ordinance would amend sections of CBJ code to clarify when the Planning Commission reviews a land transaction between the CBJ and another party.

      On March 4, 2019, the Assembly authorized Assemblymember Jones to work with staff to identify potential regulatory amendments to make conveying CBJ property more practical and less confusing. This ordinance would remove the Planning Commission review process for leases and easements of CBJ property and instead require Assembly Lands Committee review. This ordinance would also clarify that Planning Commission review is not required when the CBJ acquires property. The Planning Commission would still review any sale or exchange of CBJ property.

      This ordinance has been reviewed by the Docks & Harbors Board (March 28, 2019), the Planning Commission (April 23, 2019 and May 14, 2019), and the Lands Committee (June 10, 2019). All three committees recommended the Assembly adopt the regulatory changes in this ordinance.

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

b. Ordinance 2019-20 An Ordinance Amending the Hospital Code Relating to Board Appointment, Contracts for Professional Services, and Medical Records.

This ordinance would update the Hospital Code to modernize three provisions. Section 2 of the ordinance adds a sentence with qualifications that the Hospital Board desires for new appointees. Section 3 of the ordinance amends a professional services contracting provision to comply with federal law. Section 4 of the ordinance updates the preservation of patient medical records provisions to be consistent with Alaska and federal law. The Law Department has provided a more detailed memo explaining the background for this ordinance.

The Hospital Board reviewed these changes on August 29, 2018 and on March 26, 2019, and recommends the Assembly adopt this ordinance. The Assembly Human Resources Committee reviewed this ordinance on June 3, 2019, and recommended the Assembly adopt this ordinance.

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

c. Ordinance 2019-23 An Ordinance Providing for a Property Tax Abatement Program to Incentivize the Development of Assisted Living for Senior Citizens.

This ordinance would create a property tax abatement program for assisted living developments that create 15 or more new residential units for senior citizens. Private developers have expressed that the high cost of construction and operations in Juneau render assisted living projects insufficiently profitable to attract private investment. Without municipal incentives like this ordinance, a new senior housing project is unlikely. Consistent with state law (AS 29.45.050(m)), municipalities that are also school districts may only exempt property taxes in excess of 2.65 mills, which is approximately a 75% tax exemption if the mill rate is 10.66. This ordinance provides a property tax abatement on the full value of newly constructed assisted living units for senior citizens for twelve years.

The Committee of the Whole discussed this topic on May 20 and June 10, 2019. The Committee referred this ordinance to the Assembly for introduction tonight and then back to the Committee of the Whole, which is currently scheduled for July 8.

The Deputy City Manager recommends the Assembly introduce this ordinance and then refer it to the Committee of the Whole at its next regular meeting.

d. Ordinance 2019-24 An Ordinance Amending the CBJ Codes Related to New Utility Service Connections in Public Right of Ways.

This ordinance would amend the CBJ water code, sewer code, and excavation code to make it easier for private developers to connect to CBJ utilities in a State right-of-way. The Southcoast Region of the Alaska Department of Transportation and Public Facilities (DOT) has recently made public utility connections for development adjacent to State rights of way nearly impossible again. DOT refuses to let private developers and other State agencies connect to CBJ water and sewer mains in a State right of way without the CBJ signing as the developer and promising to indemnify DOT if the private developer or State agency damages the State right of way. DOT asserts that position despite the CBJ not being involved in any of the development. DOT supposedly has taken that position because of old sections of CBJ code that have been superseded by recent amendment to Title 49. This ordinance would amend those old sections of CBJ code to clarify that in State right of ways, the private developer is responsible for obtaining the necessary permits and installing the utility service lines at no cost to the CBJ.

The Public Works and Facilities Committee recommended adoption of this ordinance at its meeting on June 10, 2019, which also contains more detailed memos describing background for this ordinance.

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

e. Ordinance 2019-27 An Ordinance Amending the Land Use Code to Extend the Sunset Date for the Downtown Juneau Overlay District.

This ordinance would amend Article XII Alternative Development Overlay District (CBJ 49.70.1210) by extending the sunset date for the downtown Juneau ADOD for an extra year to August 2020.
The purpose of the alternative development overlay district is to provide adequate minimum standards and procedures for the construction of new residential buildings and the expansion, restoration, or repair of existing residential buildings, while providing time to implement new zoning regulations. This extension provides adequate time for the review and adoption of new zoning for the downtown neighborhoods.

The Committee of the Whole considered this ordinance on June 10, 2019. The Planning Commission is scheduled to consider this ordinance on June 25, 2019.

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

f. Ordinance 2019-28 An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of Lot 1A, Emerald 3 Subdivision, Located at the end of Vista Drive, from a Mix of D5 and D18 to D18.

The Planning Commission, at its regular meeting held on May 14, 2019, recommended that the Assembly approve a request to rezone approximately 27.88 acres near Vista Drive from a mix of D5 and D18 to D18. The Planning Commission found that the proposed expansion of the D18 zoning district substantially conforms to the Medium Density Residential designation of the land use maps of the Comprehensive Plan. Furthermore, the proposed rezone is consistent with the Comprehensive Plan vision, policies and its implementing actions, standard operating procedures, and development guidelines, which support increased residential densities when appropriate infrastructure is in place to serve the development.

The CBJ Land Use Code provides certain restrictions for zone change requests. This proposal conforms to these restrictions as follows:

1. The request is for more than two acres and is an expansion of an existing zoning district.
2. No similar request has been made in the past year.
3. This request substantially conforms to the land use maps of the 2013 Comprehensive Plan.

The Planning Commission recommends that the Assembly approve the rezone of the subject parcel from D5 and D18 to D18.

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

g. Ordinance 2019-29 An Ordinance Amending the CBJ Code to Allow for the Consumption of Marijuana by Smoking and Edibles in Licensed Marijuana Retail Facilities with an Onsite Consumption Endorsement.

In late 2018, Senate Bill 63 went into effect and authorized the Alaska Marijuana Control Board to promulgate regulations to allow onsite marijuana consumption in certain freestanding marijuana facilities. The Marijuana Control Board regulations (3 AAC 306.370) now allow consumption of marijuana in a marijuana retail store with an onsite consumption endorsement. This ordinance would amend CBJ's second hand smoke and public consumption of marijuana codes to only allow a marijuana retail store the ability to apply for an onsite consumption endorsement from the Marijuana Control Board.

The Committee of the Whole discussed this topic on April 8 and June 10, 2019, and recommended this ordinance be introduced.

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

h. Ordinance 2018-11(AO) An Ordinance Appropriating to the Manager the Sum of $6,345 as Partial Funding for the Trail Improvements Capital Improvement

Project to Design, Furnish, and Install Trailhead and Trail Marker Signage Along the Switzer Creek – Richard Marriott Trail; Grant Funding Provided by the Juneau Glacier Valley Rotary Club.

This ordinance would appropriate grant funding in the amount of $6,345.31 as provided by the Rotary Club of Juneau, Juneau-Gastineau Rotary, Juneau Glacier Valley Rotary, Rotary Club of Juneau 58° Innovators, and Capital City Rotaract. No match is required.

Juneau's Rotary Clubs have been working with the Parks & Recreation Department and Trail Mix to improve the Switzer Creek - Richard Marriott Trail, improving over 1,900' of trail in the last year. This funding will be used to design, furnish, and install trailhead and trail marker signage along the trail.

The Public Works and Facilities Committee reviewed this topic at its meeting on May 20, 2019 and referred it to the Assembly.

The Deputy City Manager recommends this ordinance be introduced and set for public hearing at the next regular Assembly meeting.

i. Ordinance 2018-11(AP) An Ordinance Appropriating to the Manager the Sum of $653,744 as Partial Funding for the Playground Rebuild Capital Improvement Project, for the On Sidewalk & Stairway Repairs Capital Improvement Project, and the Maier Drive Force Main Capital Improvement Project; Funding Provided by the Risk Fund's Fund Balance.

This ordinance would appropriate $653,744 to fund three Capital Improvement Projects (CIP) resulting from property damage insurance claims. The insurance settlements are outlined in the table below:

PROJECT NAME	FUNDING SOURCE	AMOUNT	CIP #
Playground Rebuild	Lexington Insurance	$63,198	P41-095
On Sidewalk & Stairway Repairs	Geico Insurance	$25,000	R72-035
Maier Drive Force Main Emergency Repair	Lexington Insurance	$565,546	U76-113
	Total	**$653,744**	

In order to provide funding for FY19 project expenses, all of these funds will be appropriated from the Risk Fund's Fund Balance and will be reimbursed to the fund once insurance funds are received.

The Public Works and Facilities Committee forwarded this request to the full Assembly at its May 20, 2019 meeting.

The Deputy Manager recommends this ordinance be introduced and set for public hearing at the next regular Assembly meeting.

j. Ordinance 2019-06(A) An Ordinance Appropriating to the Manager the Sum of $1,100,000 as Funding for the Juneau International Airport Terminal Construction Capital Improvement Project; Funding Provided by the Airport Fund's Fund Balance and Sales Tax Fund's Fund Balance.

This ordinance would appropriate $1,100,000 to the Terminal Construction Capital Improvement Project (CIP).

Funding sources are:

2012 Sales Tax CIP Authorization:	$300,000
Airport Fund's Fund Balance:	$800,000

At its June 11, 2019, meeting, the Airport Board approved this action.

At its June 12, 2019, meeting, the Assembly Finance Committee approved this action, and forwarded it to the Assembly for action.

The Deputy Manager recommends this ordinance be introduced and set for public hearing at the next regular Assembly meeting.

2. Bid Award

a. Bid Recommendation: Bid No. 20-002 Term Contract for Sand for CBJ Streets & JNU Airport Runway

The purpose of this bid is to establish a term contract for the City and Borough of Juneau to purchase and deliver sand for use by the CBJ Streets and Fleet Maintenance Division and Juneau International Airport maintenance crews for use on the airport runway. The successful contractor will enter into a four year term contract with the CBJ.

The Deputy City Manager recommends award of Bid No. 20-002 - Term Contract for Sand for CBJ Streets & JNU Airport Runway to Aggpro in the amount of $178,450.00.

3. Transfers

a. Transfer T-1015 A Transfer of $135,134 from the 'JSD Comprehensive Facility Plan' CIP S02-103, to the 'JSD Deferred Building Maintenance & Minor Improvements' CIP S02-102.

This transfer of the remaining balance of $135,134 of Temporary Sales Tax from S02-103, JSD Comprehensive Facility Planning CIP, to S02-102, JSD Deferred Building Maintenance CIP, will provide funding to enable the Juneau

School District to award summer 2019 work projects, in particular the Marie Drake School Fan Replacement & HVAC Control Upgrades project. The JSD Comprehensive Facility Planning work is complete and the CIP will be closed upon completion of the residual balance transfer to S02-102.

The Public Works and Facilities Committee recommended this transfer at its meeting on June 10, 2019. The Juneau School Board recommended this transfer at its meeting on April 9, 2019.

The Deputy City Manager recommends this transfer be approved.

b. Transfer T-1019 A Transfer of $802,095 from Existing Capital Transit Projects including, 'Capital Transit Bus Shelters' CIP D71-053 & from the 'Transit Technology' CIP D71-086 & from the 'Bus Shelters/Interim Valley Improvements' CIP D71-088 to the 'Valley Transit Center' CIP D71-089.

This request is to transfer a total of $802,095 of funds from existing Capital Transit projects to the Valley Transit Center project. These CIP funds will be used to purchase the property for the Valley Transit Center and Park and Ride facility. The property purchase will serve as in-kind match for Federal Transit Administration (FTA) grants for the project. The Public Works and Facilities Committee (PWFC) recommended approval of this transfer at its February 4, 2019 meeting. This transfer was discussed as part of the Committee of the Whole (COW) Valley Transit Center update on May 20, 2019.

The Deputy City Manager recommends this transfer be approved.

c. Transfer T-1020 A Transfer of $642,504 from Existing Capital Harbor Projects including, 'Statter Harbor Loading Facility' CIP H51-093 & from the 'Taku Harbor Deferred Maintenance' CIP H51-109 & from the 'Statter Harbor Breakwater Safety' CIP H51-106 to the 'Statter Improvement Phase III' CIP H51-105 & to the 'Amalga Fish Cleaning Station' CIP H51-105, & to the 'ABMS Maintenance & Improvement' CIP H51-117.

Transferring a total of $642,504 from three different projects into three other projects. The funds consist of $139,919 of sales tax funds and $502,585 of Harbor Fund Balance funds. The projects from which the funds will be transferred are complete and this action will close those accounts. The projects to which the funds will be added are currently in progress. The breakdown of specific actions is as follows:

From:	CIP		
	H51-093	Statter Harbor Loading Facility	$139,919
	H51-109	Taku Harbor Deferred Maintenance	$140,124
	H51-106	Statter Harbor Breakwater Safety	$342,461
To:	CIP		
	H51-108	Statter Harbor Improvements-Ph III	$200,000

H51-105 Amalga Fish Cleaning Station $140,124
H51-117 ABMS Maintenance & Improvements $239,000

The Docks and Harbors Board reviewed and recommended approval of this request at its May 30, 2019 regular public meeting.

The Deputy City Manager recommends this transfer be approved.

Transfer T-1020 was pulled from the consent agenda for discussion.

Discussion was had with Mr. Jones noting the Managers Report is different from the information in the packet. Concerns were raised regarding funds for the Amalga Fish Cleaning Station and the residents of Amalga not in support of this project.

Mr. Gillette, D/H Port Engineer laid out the background on the fund transfers, needs and the direction the Assembly gave to the Docks and Harbors Board around more public outreach on the Amalga Fish Cleaning Station project.

Ms. Cosgrove noted that Mr. Jones was correct and suggested pulling the Transfer off the agenda due to inconsistencies in the packet material.

MOTION by Mr. Jones to remove Transfer T-1020 from the agenda and reintroduce the transfer at the next regular Assembly meeting. *Hearing no objection, motion passed.*

VIIIPUBLIC HEARING

A. Resolution 2855 A Resolution Renaming the Historic Aak'w Indian Village Located on Willoughby Avenue as the Aak'w Village District.

The Aak'w Kwann Cultural Heritage and Land Council requested that CBJ rename the Willoughby District, the Aak'w Village District. The renaming of the district acknowledges the historical and ongoing settlement of the Aak'w people in this area. Staff have worked with representatives of the Aak'w community to assure that the language of the resolution and the boundaries of the map designating the district are appropriate. The Aak'w Village District name will be incorporated into the Wayfinding and Downtown Blueprint projects.

The Assembly Committee of the Whole heard this issue at its February 4, 2019, and June 10, 2019, meetings and moved this resolution for public hearing and action at the next regular Assembly meeting.

The Deputy City Manager recommends this resolution be adopted.

Public Comment:
Ms. Fran Houston, recognizing her Tlingit lineage [Raven Dog Salmon of the Dipper House, daughter of Aak'w Kwaan tribal leader Rosa Miller], thanked the Assembly and spoke on behalf of the Aak'w Kwaan people and their enthusiastic support of the naming of what has been commonly known as the Willoughby area to the Aak'w Village District.

Assembly Action:
MOTION by Ms. Hale to adopt Resolution 2855 with the addition of the word 'area' added

after the first Village in the title and Section 1 to be consistent with the boundary map and the original intent of the Assembly and asked for unanimous consent. *Hearing no objection, the motion passed.*

B. Ordinance 2019-21 An Ordinance Amending Ordinance Serial No. 2012-44 Regarding the Final Series Of General Obligation Bonds Authorized Thereunder.

This ordinance amends ordinance 2012-44, adopted on December 17, 2012, authorizing the issuance of not to exceed $25,000,000 of general obligation (GO) bonds. The purpose of the bonds is to fund various voter approved capital projects including the airport terminal. This amendment is necessary to:

1. Amend the definition & form of bond (sections 2 & 6) to include AMT (private activity) bonds in addition to fully tax exempt GO bonds.
2. Update the principal maturity schedule in section 3. The revised schedule allows the issuance of 10 year bonds versus the original plan of 20 year bonds.
3. Amend the tax covenants (section 12) to provide for required public hearing on private activity bonds.

CBJ has already sold, in three separate bond sale transactions, $19.05 million of 20 year general obligation bonds. The remaining $5.95 million of authorized bonds are being sold to provide partial funding for the airport north terminal reconstruction project. This ordinance was discussed at the June 12 Assembly Finance Committee meeting.

The Deputy City Manager recommends this ordinance be adopted.

Public Comment:
None

Assembly Action:
MOTION by Ms. Triem to adopt Ordinance 2019-21 and asked for unanimous consent. *Hearing no objection, the motion passed.*

C. Ordinance 2019-22 An Ordinance Providing for the Issuance and Sale of Airport Revenue Bonds in One or More Series in the Aggregate Principal Amount of Not to Exceed $18,000,000; Providing for the Form and Terms of the Bonds; Providing a Method of Payment Therefor; and Reserving the Right to Issue Revenue Bonds on a Parity with the Bonds Upon Compliance with Certain Conditions.

This ordinance authorizes the issuance of not to exceed $18 million of Airport Revenue Bonds. The purpose of the bonds is to partially fund the airport north terminal project. The funding sources to repay the bonds and interest are airport Passenger Facility Charges (PFCs) and Federal Aviation Administration (FAA) Airport Improvement Program grants. The ordinance provides for the issuance of 7 year bonds with no early call provision.

Both governmental purpose (fully tax exempt) and AMT (private activity) bonds will be sold, based on bond counsel guidance. This ordinance was discussed at the June 12 Assembly Finance Committee meeting.

The Deputy City Manager recommends this ordinance be adopted.

Public Comment:

None

Assembly Action:
MOTION by Mr. Edwardson to adopt Ordinance 2019-22 and asked for unanimous consent.
Hearing no objection, the motion passed.

D. Ordinance 2019-25 An Ordinance Amending the Land Use Maps of the Comprehensive Plan to Change the Land Use Designation of Thunder Mountain Lots 10, 12, and a Fraction of 11 between 8476 and 8479 Thunder Mountain Road from Urban Low Density Residential to Medium Density Residential.

Ordinances 2019-25 and 2019-26 are the result of a property owner's request to rezone three parcels associated with and located adjacent to the Thunder Mountain Mobile Home Park. A rezone is a legislative tool to manage land use development by categorically identifying what types of land uses are allowed and what types are prohibited. A rezone from D5 to D18 would allow more intensive development, like higher density apartments and mobile home parks.

The Planning Commission, in March, recommended rezoning the three parcels from D5 to D18. CBJ code 49.75.120 requires a rezone to be in substantial conformance with the land use maps of the Comprehensive Plan. The current maps of the Comprehensive Plan designate the three parcels as Urban Low Density Residential, which limits density at 6 units per acre. Because D18 allows densities at 18 units per acre, which is in excess of what the Comprehensive Plan land use maps currently allow, the Planning Commission, in May, considered and recommended amending the Comprehensive Plan land use map for lots 8479, 8477, 8476 Thunder Mountain Road from Urban Low Density Residential to Medium Density Residential.

The Medium Density Residential designation is more appropriate than the Urban Low Density Residential designation because the Urban Low Density Residential designation was originally in error because these three properties have been jointly used with the adjacent mobile home park.

If the Assembly adopts this ordinance, then Ordinance 2019-26 would be in substantial conformity with the Medium Density Residential designation of the maps of the Comprehensive Plan.

The Planning Commission recommended the Assembly adopt this ordinance at its regular meeting on May 14, 2019. The Lands Committee reviewed this ordinance at its meeting on June 10, 2019.

The Deputy City Manager recommends this ordinance be adopted.

Public Comment:
None

Assembly Action:
MOTION by Mr. Bryson to adopt Ordinance 2019-25 and asked for unanimous consent.
Hearing no objection, the motion passed.

E. Ordinance 2019-26 An Ordinance Amending the Official Zoning Maps of the City and Borough to Rezone Thunder Mountain Lots 10, 12, and a Fraction of 11 between 8476 and 8479 Thunder Mountain Road from D-5 to D-18.

This ordinance would rezone 8479, 8477, and 8476 Thunder Mountain Road from D5 to D18.

The existing land uses include storage, single family home, water well, office, mobile home, empty former retail building, and an empty former laundromat. The site has historically been associated with the Thunder Mountain mobile home park, which is zoned D18. The applicant seeks to expand that zoning district to include these properties to address existing nonconforming uses and introduce higher density development.

The Planning Commission and Assembly are required to base findings off of the Comprehensive Plan's land use maps. Upon adoption of Ordinance 2019-25, the proposed rezone would conform to the land use maps of the Comprehensive Plan. For example, the Medium Density Residential designation allows for residential development at densities between 5 and 20 units per acre. This ordinance would rezone the three lots to D18, which allows for multifamily residential development up to 18 units per acre.

The Planning Commission recommended the Assembly rezone these three parcels at its regular meeting on March 26, 2019. The Lands Committee reviewed this ordinance at its meeting on June 10, 2019.

The Deputy City Manager recommends this ordinance be adopted.

Public Comment:
None

Assembly Action:
MOTION by Mr. Jones to adopt Ordinance 2019-26 and asked for unanimous consent.
Hearing no objection, the motion passed.

F. Ordinance 2018-11(AN) An Ordinance Appropriating to the Manager the Sum of $500,000 as Partial Funding for the Bartlett Regional Hospital Crisis Stabilization Capital Improvement Project; Grant Funding Provided by the Alaska Department of Health and Social Services.

This ordinance would appropriate $500,000 from an Alaska Department of Health and Social Services grant to supplement the FY20 CIP for the Bartlett Regional Hospital Crisis Stabilization Project. The additional $500,000 will increase the funds in this CIP to $4,000,000. This appropriation will fund the planning and design of the Crisis Stabilization Project.

This appropriation was approved by the Bartlett Regional Hospital board on November 5, 2018. The Public Works and Facilities Committee forwarded this appropriation for approval by the Assembly on May 20, 2019.

The Deputy City Manager recommends this ordinance be adopted.

Public Comment:

None

Assembly Action:
MOTION by Ms. Hughes-Skandijs to adopt Ordinance 2018-11(AN) and asked for unanimous consent. *Hearing no objection, the motion passed.*

IX. UNFINISHED BUSINESS

None

X. NEW BUSINESS

None

XI. STAFF REPORTS

None

XII. ASSEMBLY REPORTS

A. Mayor's Report

Mayor Weldon reported she's having a wonderful time on her trip and welcomes all to visit Whitehorse with her on Canada Day, July 1st.

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

Ms. Gladziszewski noted that many of the topics on the last Committee of the Whole (COW) meeting on June 10th were before the Assembly this evening; renaming the Willoughby District, onsite consumption of marijuana and senior housing tax abatement. An item still being worked on is the chronic nuisance property ordinance. COW also heard from the Eaglecrest Board about its financial stability planning. The next COW is on July 8th, topics will include Centennial Hall, JACC and marijuana onsite consumption. Ms. Gladziszewski reminded people to secure their trash during bear season and asked if the Community Service Officers could do some community outreach around bears and trash.

Ms. Becker reported the Lands Committee recommended CBJ bid on the subport lot, and have a motion of support for the sale and easement part of Glacier Hwy at Lemon Creek, Vanderbilt Hill towards Walmart property for a roundabout by Renninger St. The Chamber of Commerce met and Carl Uchytil spoke on Docks and Harbors issues. Docks and Harbors Board OPS/Planning Committee approved a new tank farm at Delta Western. Goldrush Days had a great turnout.

Mr. Jones reported the Assembly Finance Committee (AFC) met on the 12th and several of tonight's agenda items were on that meeting. The next AFC meeting will be on August 21st and utility rates will be on the agenda. The Juneau School District met, not much to discuss, their next meeting is August 13th. Mr. Jones has been attending the Downtown Blueprint planning group and they are starting a very long process with meetings scheduled through the end of November. Participated in the How to Run for Local Office. Mr. Jones noted he will be out of town July 18-21 and will not be calling in.

Mr. Edwardson reported the Assembly Human Resources Committee (HRC) met just prior to the Assembly meeting and was forwarding the follwoing nominations for board appointments. Hearing no objections, the appointments were made as follows by unanimous consent.

Juneau Human Rights Commission (JHRC) - appoint Michelle Burlin to a term beginning immediately and ending May 31, 2021.

Juneau Commission on Aging (JCOA) - appoint Justin Jones to the remainder of an unexpired term ending December 31, 2019 and a full term beginning January 1, 2020 and ending December 31, 2021, appoint Will Muldoon to a term beginning immediately and ending December 31, 2020.

Wetlands Review Board (WRB) - appoint Michelle Burlin to a term beginning immediately and ending December 31, 2020 and appoint Emily Haynes to a term beginning immediately and ending December 31, 2021.

Board of Equalization (BOE) - to appoint Emily Haynes to a term beginning immediately and ending December 31, 2021.

The Human Resources Committee received the Juneau Human Rights Commission annual report. The board survey was finalized and will be emailed out soon. Mr. Edwardson attended the last Local Emergency Planning Committee (LEPC) they are making a change to the name and mission of one of its subcommittees. The Airport Board has not met since the last regular Assembly meeting.

Ms. Triem reported the Aquatics Board meets tomorrow, June 25th, the board will be submitting its annual report to the next HRC meeting. Travel Juneau met last Thursday and have appointed 3 new directors to vacant board seats.

Ms. Hughes-Skandijs attended the last Juneau Commission on Aging (JCOA) and they are on track with their senior survey; they also had a program coordinator from Tlingit & Haida speak at its last meeting. Ms. Hughes-Skandijs missed the Downtown Business Association meeting but will be meeting with the DBA Chair. Attended Pioneer Days, PRIDE Picnic and events and attended the How to Run for Local Office.

Ms. Hale reported the Public Works and Facilities Committee (PWFC) met on June 10th and several items from that meeting were on tonight's agenda. The last special PWFC meeting will be June 25th for JACC and Centennial Hall discussion. PWFC will be taking public testimony during that 5:30 pm meeting. The next regular PWFC will be July 1st. The Hospital Board meets on June 25th. The Juneau Commission on Sustainability has been talking about heatpump project, recycling and compost and future sustainability planning.

Mr. Bryson reported that Parks and Recreation Advisory Committee (PRAC) met on June 4th. One of the topics of discussion was the Bean family has requested to buy some park land. PRAC is looking at setting up some consistency on how to best handle that. It raised many questions and the Assembly will likely see more around this at a later date. Mr. Bryson hosted a rafting trip on Mendenhall River to view and discuss erosion along the river. he also hosted the Goldrush Days for the 6th year and has now passed the mic to the next generation.

C. Presiding Officer Reports

Mountainside Estates v. Planning Commission update: Ms. Gladziszewski reported that motions to supplement the record were filed. It was decided to hear this appeal on the record and there will be an order issued June 25 regarding those motions. The hearing is still scheduled for September 9, 2019.

Volunteers of America v. CBJ update: The Assessor filed a motion to dismiss and the VOA has opposed it. The Assembly needs to deliberate on that matter and will schedule an executive session to discuss it on July 8, 2019.

XIII. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None

XIV. EXECUTIVE SESSION

None

XV. ADJOURNMENT

There being no further business to come before the Assembly, Deputy Mayor Gladziszewski adjourned the meeting at 8:31 p.m.

Signed:________________________	Signed: __________________________________
Diane Cathcart	Maria Gladziszewski
Acting Clerk	Acting Mayor

Presented by: The Manager
Introduced: 10/14/19
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-13

An Ordinance Amending Ordinance 2018-37 Related to the City and Borough's Recycleworks Program.

WHEREAS, Ordinance 2018-37 authorized an alternative procurement method related to the City and Borough's RecycleWorks program.

WHEREAS, Staff has negotiated agreements for recycling and household hazardous waste, but the global recycling market has constricted since July 2018 when Ordinance 2018-37 was adopted.

WHEREAS, the payment terms in Ordinance 2018-37 need amending to reflect the global recycling market.

WHEREAS, the remaining provisions in Ordinance 2018-37 remain unchanged.

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

Section 1. Classification. This ordinance is a non-code ordinance.

Section 2. Amendment of Ordinance 2018-37. Section 3(1) of Ordinance 2018-37 is amended to read as follows:

> Over the course of the initial ten-year term of the contract, the CBJ will pay an operating fee of no more than $27,500 per month for the operation of the recycling program and for access to and use of a new

recycling facility, which shall be provided and maintained by Waste Management primarily for the CBJ's use. The CBJ shall also pay market rate shipping costs and disposal costs, which shall be offset by the value of the recyclable materials. The CBJ shall also be credited for use of the baler for non-CBJ materials. After the initial term, the renewal operating fee shall be $17,500 per month. The operating fee shall be adjusted based on the Consumer Price Index. The CBJ's payments are subject to appropriations by the Assembly for this purpose in accordance with Section 9.13 of the Charter.

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

Adopted this ________ day of ________________________, 2019.

____

Beth A. Weldon, Mayor

Attest:

____

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: 06/25/2018
Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-37

An Ordinance Authorizing an Alternative Procurement Method Related to the City and Borough's Recycleworks Program.

WHEREAS, the City and Borough's (CBJ's) waste programs, specifically its recycling and household hazardous waste programs, reduce environmental contamination in the community through safe disposal of materials, and reduce the amount of waste going into the landfill, thus preserving capacity and extending the life of the landfill; and

WHEREAS, increasing diversion of waste from the landfill through the City and Borough's waste programs keeps solid waste disposal costs low for the community; and

WHEREAS, it has long been a goal to consolidate the City and Borough's waste programs, including its recycling and household hazardous waste programs, to one location to realize public convenience and operational efficiencies and where:

- The building currently housing the existing recycling program is no longer safe for public use and in order to allow for a new building to be constructed prior to the winter season, timing is of the essence; and

- The household hazardous waste program is currently housed in a facility that is not advantageous for the program for a variety of reasons including traffic patterns on Commercial Boulevard and isolation from other refuse programs; and

WHEREAS, co-locating the City and Borough's waste programs with the community's solid waste landfill powerfully conveys to the public the consequences of their disposal choices and the need to reduce, re-use, and recycle to help preserve the capacity of the landfill for future generations; and

WHEREAS, Waste Management, which currently operates the CBJ's recycling program and the landfill, has proposed a partnership with the CBJ that would allow for such co-location as follows:

- Waste Management would continue to run the CBJ's recycling program, purchasing a new building for that purpose, with the CBJ to enjoy the benefit of the building for the lifetime of the facility at the CBJ's discretion;

- Waste Management would lease property to the CBJ at the Waste Management facility for the CBJ's household hazardous waste program;
- Waste Management would lease additional property to the CBJ for the CBJ's organic materials management programs;
- Waste Management would conduct a "Litter Free" event in the fall, in addition to the event held by Waste Management in the spring; and
- Waste Management would provide educational materials, designed to educate the public about the benefits of recycling and for use on social media platforms, for the CBJ's use; and

WHEREAS, Waste Management has demonstrated market strength and is powerfully situated to find markets for recycled products; and

WHEREAS, while a global tightening on recyclable material standards has caused other Southeast Alaska communities to stop accepting mixed paper as a recyclable material, Waste Management continues to accept mixed paper for recycling and is able to provide all recycling services required by CBJ; and

WHEREAS, the areas of land that would be used for the City and Borough programs at the landfill have no other competing uses, thus expanding the use of that site; and

WHEREAS, unlike all other options considered by the CBJ, the location at the landfill would leave valuable industrially zoned land available for other community uses and avoids the need for the City and Borough to purchase expensive land; and

WHEREAS, Waste Management (through its entity Capitol Disposal, Inc.) was the successful bidder on the request for proposals for the recycling program (formally the Fixed Facility & Services for CBJ's Municipal Solid Waste Programs, RFP 13-107) and was awarded the contract in 2013 for a three year term, with three additional one-year optional extensions; and

WHEREAS, the CBJ has extended the term of the contract every year since 2016; and

WHEREAS, the purpose of the City and Borough's purchasing process is to provide for a fair and equitable method of procuring services and improvements while maximizing the value of public funds and benefit to the community; and

WHEREAS, Section 9.14 of the Home Rule Charter of the City and Borough of Juneau requires that public improvements be procured by competitive bid except that the assembly may adopt an alternative procurement method upon the Manager finding it would be in the best interest of the City and Borough to do so based on cost, timing, and other relevant criteria; and

WHEREAS, when it is impracticable to do otherwise, the Charter allows for services to be procured by methods other than competitive bid; and

WHEREAS, the Manager has determined in writing (attached as Exhibit A) that renewing the recycling contract with Waste Management under the proposed terms would be in the best interest of the CBJ based on cost, timing, and benefit to the customers, and that exercising his authority under CBJ 53.04.010 to acquire land at fair market value through this agreement would similarly be in the best interests of the CBJ.

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

Section 1. Classification. This ordinance is a non-code ordinance.

Section 2. The provisions of Title 53 Chapter 50 of the City and Borough of Juneau Code of Ordinances do not apply to this transaction.

Section 3. As it would be in the best interest of the City and Borough of Juneau and public based on cost, timing, the benefit to the users, and the leasing opportunity presented by this proposal, and given that it appears Waste Management is uniquely capable of doing the necessary work, the Manager is authorized to extend the recycling contract with Waste Management (through Capitol Disposal, Inc.). The contract shall include the following terms:

1. Over the course of the initial ten-year term of the contract, the CBJ will pay no more than $27,500 per month for the operation of the recycling program and for access to and use of a new recycling facility, which shall be provided and maintained by Waste Management for primarily the CBJ's use, subject to appropriations by the Assembly for this purpose in accordance with Section 9.13 of the Charter. (The previous contract cost for operation of the old facility was $17,000 per month.)

2. The CBJ will have the option of exercising four five-year renewals, for a total of thirty years, which is the design life of the building, subject to appropriation.

3. If Waste Management terminates the recycling contract prior to the envisioned 30 year total term for any reason except the CBJ's un-cured breach of contract, Waste Management will lease the recycling facility (land and building) to the CBJ for fair market value for the CBJ's sole use.

4. The recycling facility will be open five days per week for commercial and non-commercial users. (The previous contract provided for the facility to be open three days per week for non-commercial users and 2.5 days per week for commercial recycling.)

5. Waste Management shall continue to operate the CBJ-owned baler, to be used primarily for the CBJ's recycling program.

6. Waste Management shall lease property at its facility to the CBJ at fair market value for the CBJ's household hazardous waste and organic materials management programs, to be managed by the CBJ or the CBJ's contractors. If the lease is terminated for any reason other than the CBJ's un-cured breach of contract, Waste Management will reimburse the CBJ the value of the household hazardous waste building and any improvements.

7. Waste Management shall conduct a "Litter Free" event in the fall, in addition to the event held by Waste Management in the spring.

8. Waste Management shall provide educational materials, designed to educate the public about the benefits of recycling and for use on social media platforms, for the CBJ's use.

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

Adopted this 11th day of July, 2018.

Kendell D Koelsch

Kendell D. Koelsch, Mayor

Attest:

Elizabeth J. McEwen

Elizabeth J. McEwen, Municipal Clerk

Presented by: Manager
Introduced: 10/14/19
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-44

An Ordinance Correcting Certain Customer Classes and Rates for Water and Wastewater Utility Services in Ordinance 2019-31.

WHEREAS, Ordinance 2019-31 was adopted on August 19, 2019, which increased the water and wastewater utility rates; and

WHEREAS, after adoption inadvertent Customer Class and Rate errors were identified in Ordinance 2019-31; and

WHEREAS, this ordinance corrects those inadvertent errors to be consistent with the intent of Ordinance 2019-31.

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 75.01.180 Rate schedule, is amended to read:

75.01.180 Rate schedule.

(a) Commencing January 1, 2020, the schedule of rates charged for water service shall be as follows:

Water Utility Rate Schedule			
Customer Class	Monthly Allowance (Gallons)	Rates	
		Base (per month)	Volume Charge (per 1,000 gallons)
Large Commercial	500,000	$495.04 ~~474.39~~	$1.00

...

Section 3. Amendment of Subsection. CBJ 75.02.130 Schedule of rates and charges; establishment; delinquencies, is amended at (a)(4) to read:

75.02.130 Schedule of rates and charges; establishment; delinquencies.

(a) The schedule for sewer rates and charges shall be as follows:

…

(4) Rate: Commencing January 1, 2020, customers shall pay for sewer service at the following rates:

Wastewater Utility Rate Schedule			
Customer Class	Monthly Allowance (Gallons)	Rates	
		Base (per month)	Volume Charge (per 1,000 gallons)
Metered ~~Large~~ Commercial (High)	500,000	$98.00	$13.03

…

Section 4. Amendment of Section. CBJ 75.01.180 Rate schedule, is amended to read:

75.01.180 Rate schedule.

(a) Commencing July 1, 2021, the schedule of rates charged for water service shall be as follows:

Water Utility Rate Schedule			
Customer Class	Monthly Allowance (Gallons)	Rates	
		Base (per month)	Volume Charge (per 1,000 gallons)
Large Commercial	500,000	$504.94 ~~483.87~~	$1.02

…

Section 5. Amendment of Subsection. CBJ 75.02.130 Schedule of rates and charges; establishment; delinquencies, is amended at (a)(4) to read:

75.02.130 Schedule of rates and charges; establishment; delinquencies.

(a) The schedule for sewer rates and charges shall be as follows:

...

(4) Rate: Commencing July 1, 2021, customers shall pay for sewer service at the following rates:

Wastewater Utility Rate Schedule			
Customer Class	Monthly Allowance (Gallons)	Rates	
		Base (per month)	Volume Charge (per 1,000 gallons)
Metered ~~Large~~ Commercial (High)	500,000	$99.96	$13.29

...

Section 6. Amendment of Section. CBJ 75.01.180 Rate schedule, is amended to read:

75.01.180 Rate schedule.

(a) Commencing July 1, 2022, the schedule of rates charged for water service shall be as follows:

Water Utility Rate Schedule			
Customer Class	Monthly Allowance (Gallons)	Rates	
		Base (per month)	Volume Charge (per 1,000 gallons)
Large Commercial	500,000	$515.04 ~~493.55~~	$1.04

...

Section 7. Amendment of Subsection. CBJ 75.02.130 Schedule of rates and charges; establishment; delinquencies, is amended at (a)(4) to read:

75.02.130 Schedule of rates and charges; establishment; delinquencies.

(a) The schedule for sewer rates and charges shall be as follows:

...

(4) Rate: Commencing July 1, 2022, customers shall pay for sewer service at the following rates:

Wastewater Utility Rate Schedule			
Customer Class	Monthly Allowance (Gallons)	Rates	
		Base (per month)	Volume Charge (per 1,000 gallons)
Metered ~~Large~~ Commercial (High)	500,000	$101.96	$13.56

...

Section 8. Amendment of Section. CBJ 75.01.180 Rate schedule, is amended to read:

75.01.180 Rate schedule.

(a) Commencing July 1, 2023, the schedule of rates charged for water service shall be as follows:

Water Utility Rate Schedule			
Customer Class	Monthly Allowance (Gallons)	Rates	
		Base (per month)	Volume Charge (per 1,000 gallons)
Large Commercial	500,000	$525.34 ~~503.42~~	$1.06

...

Section 9. Amendment of Subsection. CBJ 75.02.130 Schedule of rates and charges; establishment; delinquencies, is amended at (a)(4) to read:

75.02.130 Schedule of rates and charges; establishment; delinquencies.

(a) The schedule for sewer rates and charges shall be as follows:

...

(4) Rate: Commencing July 1, 2023, customers shall pay for sewer service at the following rates:

Wastewater Utility Rate Schedule			
Customer Class	Monthly Allowance (Gallons)	Rates	
		Base(per month)	Volume Charge(per 1,000 gallons)
Metered ~~Large~~ Commercial (High)	500,000	$104.00	$13.83

...

Section 10. Amendment of Section. CBJ 75.01.180 Rate schedule, is amended to read:

75.01.180 Rate schedule.

(a) Commencing July 1, 2024, the schedule of rates charged for water service shall be as follows:

Water Utility Rate Schedule			
Customer Class	Monthly Allowance (Gallons)	Rates	
		Base (per month)	Volume Charge (per 1,000 gallons)
Large Commercial	500,000	$<u>535.85</u> ~~513.49~~	$1.08

...

Section 11. Amendment of Subsection. CBJ 75.02.130 Schedule of rates and charges; establishment; delinquencies, is amended at (a)(4) to read:

75.02.130 Schedule of rates and charges; establishment; delinquencies.

(a) The schedule for sewer rates and charges shall be as follows:

…

(4) Rate: Commencing July 1, 2024, customers shall pay for sewer service at the following rates:

Wastewater Utility Rate Schedule			
Customer Class	Monthly Allowance (Gallons)	Rates	
		Base (per month)	Volume Charge (per 1,000 gallons)
Metered ~~Large~~ Commercial (High)	500,000	$106.08	$14.11

…

Section 12. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this ___ day of November, 2019.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: AFC
Introduced: 10/14/19
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-45

An Ordinance Amending the Sales Tax Code Related to the Out of Borough Exemption

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

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

Section 2. Amendment of Section. CBJ 69.05.040, Exemptions, is amended to read:

69.05.040 - Exemptions.

The tax levied under this chapter shall not apply to the following transactions:

…

(3) Sales of goods and associated shipping and handling charges resulting from orders received from outside the City and Borough where goods are received by the buyer outside the city and borough after seller ships the goods by mail or common carrier. ~~delivery is made outside the City and Borough. For goods physically delivered, delivery~~. Shipment outside the City and Borough must be verified by postal or shipping documents.~~, and~~ If ~~if~~ the shipment ~~delivery~~ is by electronic means, shipment ~~delivery~~ must be verified by the buyer's "billed-to" address. Common carrier means a commercial enterprise that holds itself out to the public as offering to transport freight for a fee without refusal.

…

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

Adopted this ________ day of _______________________, 2019.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by:	The Manager
Introduced:	10/14/2019
Drafted by:	Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-06(G)

An Ordinance Appropriating to the Manager the Sum of $1,000,000 as Funding for Various Capital Improvement Projects at the Juneau International Airport; Funding Provided by Passenger Facility Charge Fees.

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 $1,000,000 to the following Juneau International Airport Capital Improvement Projects:

Terminal Construction		$587,723
Taxiway A, E, D-1 Construction		$412,277
	Total	**$1,000,000**

Section 3. Source of Funds. Passenger Facility Charge (PFC9) collections: $1,000,000.

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

Adopted this ________ day of ____________, 2019.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by:	The Manager
Introduced:	October 14, 2019
Drafted by:	Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2016-06(H)

An Ordinance Appropriating to the Manager the Sum of up to $35,292 as Funding for Multiple Training Events for the Juneau Police Department; Grant Funding Provided by the United States Department of Justice, Office of Justice Programs, FY19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

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 up to $35,292 as funding for multiple training events for the Juneau Police Department.

Section 3. Source of Funds

U.S. Department of Justice	$35,292

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

Adopted this ________ day of ____________, 2019.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: 10/14/2019
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-06(I)

An Ordinance Appropriating to the Manager the Sum of $1,324,150 as Funding for a Negotiated Wage Increase and an Additional Lump Sum Payment for Marine Engineers Beneficial Association (MEBA) and Unrepresented Employees; Funding Provided by the General Fund's Fund Balance and Various Enterprise Fund's Fund Balances.

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 $1,324,150 as Funding for the Negotiated Wage Increase, Employer Contribution to Health Insurance, and an additional lump sum payment of $500 for MEBA and Unrepresented Employees.

Section 3. Source of Funds

General Fund's Fund Balance	$ 963,930
Lands and Resources Fund's Fund Balance	11,500
Airport Fund's Fund Balance	92,580
Harbor Fund's Fund Balance	52,950
Dock Fund's Fund Balance	38,240
Waste Management Fund's Fund Balance	2,950
Water Fund's Fund Balance	50,320
Wastewater Fund's Fund Balance	76,240
Fleet Services Fund's Fund Balance	20,320
Risk Management Fund's Fund Balance	15,120
Total	**$ 1,324,150**

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

Adopted this ________ day of ____________, 2019.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: 10/14/2019
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-06(J)

An Ordinance Appropriating to the Manager the Sum of $570,847 as Funding for a Negotiated Wage Increase and an Additional Lump Sum Payment for Public Safety Employees Association (PSEA) Employees; Funding Provided by the General 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 $570,847 as Funding for the Negotiated Wage Increase, Employer Contribution to Health Insurance, and an additional lump sum payment of $500 for PSEA Employees.

Section 3. Source of Funds

General Fund's Fund Balance	$ 570,847

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

Adopted this ________ day of ____________, 2019.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: 10/14/2019
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-06(K)

An Ordinance Appropriating to the Manager the Sum of $166,000 as Funding for a Negotiated Wage Increase for International Association of Fire Fighters (IAFF) Employees; Funding Provided by the General 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 $166,000 as Funding for the Negotiated Wage Increase, and Employer Contribution to Health Insurance for IAFF Employees.

Section 3. Source of Funds

General Fund's Fund Balance	$	166,000

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

Adopted this ________ day of ____________, 2019.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: PWFC
Introduced: 10/14/19
Drafted by: R. Palmer III

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2864

A Resolution Authorizing the Manager to Apply for and Enter Into a Loan Agreement with the State of Alaska Department of Environmental Conservation Through its Alaska Drinking Water Fund for the Douglas Highway Water Replacement Phase II.

WHEREAS, the City and Borough seeks to obtain the necessary financial assistance to construct the Douglas Highway Water System Replacement Phase II; and

WHEREAS, the State of Alaska, Department of Environmental Conservation is able to offer funding through the Alaska Drinking Water Fund and the City and Borough wishes to apply for a loan from the Alaska Drinking Water Fund; and

WHEREAS, the Douglas Highway Water System Replacement Phase II involves the replacement of the water system infrastructure within Douglas Highway from David Street to SAYEIK: Gastineau Elementary School; and

WHEREAS, the adoption of this resolution would authorize the Manager to submit a loan application and enter into a loan agreement with the State of Alaska Department of Environmental Conservation to provide funding for the Douglas Highway Water System Replacement Phase II in an amount up to $4,000,000; and

WHEREAS, the terms of the low interest loan under the Alaska Drinking Water Fund loan program are a 20-year repayment term at 1.5 percent interest; and

WHEREAS, the loan would be re-paid with water utility customer revenues; and

WHEREAS, the Public Works and Facilities Committee, at its regular meeting on September 23, 2019, recommended adoption of this resolution.

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

Section 1. That the Manager is authorized to apply to the State of Alaska Department of Environmental Conservation, for a loan from the Alaska Drinking Water Fund for the Douglas Highway Water System Replacement Phase II, in an amount not to exceed $4,000,000.

Section 2. That the Manager is authorized to execute any and all documents that may be required by the State of Alaska Department of Environmental Conservation to reflect indebtedness, the terms of its repayment, and any security therefore, including but not limited to an agreement for the loan and a promissory note.

Section 3. That the Engineering and Public Works Department is established as the agent for the City and Borough for administration of this project.

Section 4. Effective Date. This resolution shall be effective immediately after its adoption.

Adopted this _______ day of ________________________, 2019.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: 10/14/2019
Drafted by: Bond Counsel

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Resolution No. 2866

A Resolution Providing For Interest Rates For The General Obligation Bonds Being Issued Through The Alaska Municipal Bond Bank.

WHEREAS, on December 17, 2012, the Assembly of the City and Borough of Juneau, Alaska (the “City and Borough”), passed Ordinance Serial No. 2012-44 authorizing the issuance and sale of its General Obligation Bonds in the aggregate principal amount of not to exceed $25,000,000 (the “Authorized Bonds”); and

WHEREAS, Ordinance Serial No. 2012-44 was amended by Ordinance Serial No. 2019-21 passed by the Assembly of the City and Borough on June 24, 2019; and

WHEREAS, pursuant to Section 13 of said Ordinance Serial No. 2012-44 as amended, the City Manager of the City and Borough or his/her designee shall be authorized to negotiate the sale of a portion of the Authorized Bonds (hereinafter defined as the Bonds) to the Alaska Municipal Bond Bank (the “Bond Bank”); and

WHEREAS, Section 10.2(b) of the Charter of the City and Borough provides that the Assembly shall by resolution prescribe the rate or rates of interest on the Bonds;

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

Section 1. **Bond Sale**. The sale of a portion of the Authorized Bonds is hereby authorized and approved under the terms prescribed in this resolution (the “Bonds”). The Bonds shall be designated as General Obligation Bond, 2019A (Non-AMT) and as General Obligation Bond, 2019B (AMT). Capitalized terms in this resolution which are not otherwise defined shall have the meanings given such terms in Ordinance Serial No. 2012-44 of the Assembly, as amended by Ordinance Serial No. 2019-21 (collectively, the “Bond Ordinance”).

Section 2. Bond Date, Maturity; Payments; Designation. The Bonds shall be dated the date of delivery, expected to be November 21, 2019, shall mature in the principal amounts for each series prescribed on Schedule A attached hereto and by this reference made a part hereof and shall bear interest payable on April 1, 2020 and semiannually thereafter on the first days of each April and October at the rates for each series prescribed on Schedule A. At the time of sale of the Bonds, the City Manager or his/her designee may increase or decrease the estimated principal amounts for each series on Schedule A within the parameters specified in the Bond Ordinance, and may decrease the interest rates for each series shown on Schedule A depending upon orders received for particular maturities, so long as (i) the net proceeds of the Bonds (principal amount, plus net premium, less costs of issuance) does not exceed $5,950,000; and (ii) the true interest cost for the Non-AMT series (as described in Schedule A) of the Bonds (in the aggregate) does not exceed 4.00% and the true interest cost for the AMT series (as described in Schedule A) of the Bonds (in the aggregate) does not exceed 5.00%. The authority granted to the City Manager and his/her designee pursuant to this Section shall be effective from the date of adoption of this resolution until November 14, 2019. If the Bond Bank has not made a final offer of terms approved by the City Manager or his/her designee consistent with the prescriptions of this resolution by November 14, 2019, the authority granted by this resolution shall be rescinded. Both principal of and interest on the Bonds shall be paid as provided in the Bond Ordinance and in the Loan Agreement(s) between the Bond Bank and the City and Borough.

Section 3. **Delivery of the Bonds**. The proper officials of the City and Borough are authorized and directed to execute all documents and to do everything necessary for the preparation and delivery of the Bonds in definitive form to the Bond Bank.

Section 4. **Continuing Disclosure Undertaking**. The City and Borough acknowledges that, under the Rule, the City and Borough may now or in the future be an "obligated person" with respect to the Bond Bank Bonds. In accordance with the Rule and as the Bond Bank may require, the City and Borough shall undertake to provide certain annual financial information and operating data as shall be set forth in the Loan Agreement. The City Manager or his/her designee is hereby directed and authorized to review, approve and execute a continuing disclosure undertaking if required by the Bond Bank.

Section 5. **Ratification**. All actions taken by the City Manager or his/her designee relative to the sale of the Bonds are hereby in all respects ratified and confirmed. The City Manager of the City and Borough or his/her designee is hereby authorized to do all things necessary for the prompt execution, issuance and delivery of the Bonds and for the proper application and use of the Bond proceeds; is hereby authorized to review and approve on behalf of the City and Borough portions of the final Official Statement relative to the Bonds and the City and Borough with such additions and changes as may be deemed necessary or advisable; and his/her approval of portions of the Preliminary Official Statement is ratified and confirmed.

Section 6. **Severability**. The covenants contained in this resolution shall constitute a contract between the City and Borough and the owner of the Bonds. If any one or more of the covenants or agreements provided in this resolution to be performed on the part of the City and Borough shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bonds.

Section 7. **Effective Date**. This resolution shall be effective immediately upon adoption.

ADOPTED this 14th day of October, 2019.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

CERTIFICATE

I, the undersigned, Clerk of the City and Borough of Juneau (herein called the "City and Borough") DO HEREBY CERTIFY:

1. That the attached Resolution No. 2866 (herein called the "Resolution") is a true and correct copy of a resolution of the City and Borough as adopted at a meeting of the Assembly of the City and Borough (the "Assembly") held on October 14, 2019 and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Assembly voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of October, 2019.

Elizabeth J. McEwen, Municipal Clerk
City and Borough of Juneau

Schedule A

City and Borough of Juneau, Alaska
General Obligation Bond, 2019A (Non-AMT)

Prescribed Maturity Schedule

Maturity Years (October 1)	Principal Amounts	Coupon Interest Rates	Maximum Effective Interest Rates
2020	$ 210,000	5.50%	2.43%
2021	255,000	5.50	2.46
2022	265,000	5.50	2.52
2023	280,000	5.50	2.58
2024	290,000	5.50	2.64
2025	305,000	5.50	2.68
2026	320,000	5.50	2.74
2027	340,000	5.50	2.80
2028	355,000	5.50	2.88
2029	375,000	5.50	2.96
Total:	$2,995,000		

City and Borough of Juneau, Alaska
General Obligation Bond, 2019B (AMT)

Prescribed Maturity Schedule

Maturity Years (October 1)	Principal Amounts	Coupon Interest Rates	Maximum Effective Interest Rates
2020	$ 165,000	5.50%	2.53%
2021	195,000	5.50	2.61
2022	205,000	5.50	2.72
2023	215,000	5.50	2.78
2024	230,000	5.50	2.84
2025	240,000	5.50	2.88
2026	250,000	5.50	2.94
2027	265,000	5.50	3.00
2028	275,000	5.50	3.08
2029	290,000	5.50	3.16
Total:	$2,330,000		

Presented by: The Manager
Introduced: 10/14/2019
Drafted by: Bond Counsel

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Resolution No. 2867

A Resolution Providing For Interest Rates For The Airport Revenue Bonds Being Issued Through The Alaska Municipal Bond Bank.

WHEREAS, on June 24, 2019, the Assembly of the City and Borough of Juneau, Alaska (the "City and Borough"), passed Ordinance Serial No. 2019-22 authorizing the issuance and sale of its Airport Revenue Bonds in the aggregate principal amount of not to exceed $18,000,000 (the "Authorized Bonds"); and

WHEREAS, pursuant to Section 9 of said Ordinance Serial No. 2019-22, the City Manager of the City and Borough or his/her designee shall be authorized to negotiate the sale of a portion of the Authorized Bonds (hereinafter defined as the Bonds) to the Alaska Municipal Bond Bank (the "Bond Bank"); and

WHEREAS, Section 10.2(b) of the Charter of the City and Borough provides that the Assembly shall by resolution prescribe the rate or rates of interest on the Bonds;

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

Section 1. Bond Sale. The sale of the Authorized Bonds is hereby authorized and approved under the terms prescribed in this resolution (the "Bonds"). The Bonds shall be designated as Airport Revenue Bond, 2019A (Non-AMT) and as Airport Revenue Bond, 2019B (AMT). Capitalized terms in this resolution which are not otherwise defined shall have the meanings given such terms in Ordinance Serial No. 2019-22 of the Assembly (the "Bond Ordinance").

Section 2. Bond Date, Maturity; Payments; Designation. The Bonds shall be dated the date of delivery, expected to be November 21, 2019, shall mature in the principal amounts for each series prescribed on Schedule A attached hereto and by this reference made a part hereof and shall bear interest payable on April 1, 2020 and semiannually thereafter on the first days of each April and October at the rates for each series prescribed on Schedule A. At the time of sale of the Bonds, the City Manager or his/her designee may increase or decrease the estimated principal amounts for each series on Schedule A within the parameters specified in the Bond Ordinance, and may decrease the interest rates for each series shown on Schedule A depending upon orders received for particular maturities, so long as (i) the net proceeds of the Bonds (principal amount, plus net premium, less costs of issuance) does not exceed $18,000,000; and (ii) the true interest cost for the Non-AMT series (as described in Schedule A) of the Bonds (in the aggregate) does not exceed 4.00% and the true interest cost for the AMT series (as described in Schedule A) of the Bonds (in the aggregate) does not exceed 5.00%. The authority granted to the City Manager and his/her designee pursuant to this Section shall be effective from the date of adoption of this resolution until November 14, 2019. If the Bond Bank has not made a final offer of terms approved by the City Manager or his/her designee consistent with the prescriptions of this resolution by November 14, 2019, the authority granted by this resolution shall be rescinded. Both principal of and interest on the Bonds shall be paid as provided in the Bond Ordinance and in the Loan Agreement(s) between the Bond Bank and the City and Borough.

Section 3. Delivery of the Bonds. The proper officials of the City and Borough are authorized and directed to execute all documents and to do everything necessary for the preparation and delivery of the Bonds in definitive form to the Bond Bank.

Section 4. Continuing Disclosure Undertaking. The City and Borough acknowledges that, under the Rule, the City and Borough may now or in the future be an "obligated person" with respect to the Bond Bank Bonds. In accordance with the Rule and as the Bond Bank may require, the City and Borough shall undertake to provide certain annual financial information and operating data as shall be set forth in the Loan Agreement. The City Manager or his/her designee is hereby directed and authorized to review, approve and execute a continuing disclosure undertaking if required by the Bond Bank.

Section 5. Ratification. All actions taken by the City Manager or his/her designee relative to the sale of the Bonds are hereby in all respects ratified and confirmed. The City Manager of the City and Borough or his/her designee is hereby authorized to do all things necessary for the prompt execution, issuance and delivery of the Bonds and for the proper application and use of the Bond proceeds; is hereby authorized to review and approve on behalf of the City and Borough portions of the final Official Statement relative to the Bonds and the City and Borough with such additions and changes as may be deemed necessary or advisable; and his/her approval of portions of the Preliminary Official Statement is ratified and confirmed.

Section 6. Severability. The covenants contained in this resolution shall constitute a contract between the City and Borough and the owner of the Bonds. If any one or more of the covenants or agreements provided in this resolution to be performed on the part of the City and Borough shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bonds.

Section 7. **Effective Date**. This resolution shall be effective immediately upon adoption.

ADOPTED this 14th day of October, 2019.

____

Beth A. Weldon, Mayor

Attest:

____

Elizabeth J. McEwen, Municipal Clerk

CERTIFICATE

I, the undersigned, Clerk of the City and Borough of Juneau (herein called the "City and Borough") DO HEREBY CERTIFY:

1. That the attached Resolution No. 2867 (herein called the "Resolution") is a true and correct copy of a resolution of the City and Borough as adopted at a meeting of the Assembly of the City and Borough (the "Assembly") held on October 14, 2019 and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Assembly voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of October, 2019.

____

Elizabeth J. McEwen, Municipal Clerk
City and Borough of Juneau

Schedule A

City and Borough of Juneau, Alaska
Airport Revenue Bond, 2019A (Non-AMT)

Prescribed Maturity Schedule

Maturity Years (October 1)	Principal Amounts	Coupon Interest Rates	Maximum Effective Interest Rates
2020	$ 1,540,000	5.50%	2.43%
2021	1,865,000	5.50	2.46
2022	1,955,000	5.50	2.52
2023	2,055,000	5.50	2.58
2024	2,155,000	5.50	2.64
2025	2,265,000	5.50	2.68
2026	2,380,000	5.50	2.74
Total:	$14,215,000		

City and Borough of Juneau, Alaska
Airport Revenue Bond, 2019B (AMT)

Prescribed Maturity Schedule

Maturity Years (October 1)	Principal Amounts	Coupon Interest Rates	Maximum Effective Interest Rates
2020	$ 220,000	5.50%	2.53%
2021	270,000	5.50	2.61
2022	285,000	5.50	2.72
2023	295,000	5.50	2.78
2024	310,000	5.50	2.84
2025	325,000	5.50	2.88
2026	345,000	5.50	2.94
Total:	$2,050,000		

Presented by: The Manager
Introduced: 10/10/19
Drafted by: R. Palmer III

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2868

A Resolution Authorizing the City and Borough of Juneau to Apply for a Community Development Block Grant from the Alaska Department of Commerce, Community and Economic Development, with St. Vincent de Paul, To Be Used For Renovations to House a Transitional Services Center.

WHEREAS, the City and Borough recognizes the importance of supporting local non-profit organizations in addressing the social and human needs of the community; and

WHEREAS, the City and Borough is eligible to apply for Community Development Block Grant (CDBG) funds for the benefit of qualifying low and moderate income persons served by local non-profit organizations; and

WHEREAS, the City and Borough has obtained and successfully supported CDBG grants in 2004 to construct a daycare facility for seniors with Alzheimer's Disease or related conditions; in 2005 to construct seven units of housing for homeless people; and in 2007 for refurbishment and livability upgrades at facilities owned and operated by Gastineau Human Services, the AWARE Shelter, St. Vincent de Paul and the Glory Hole; and

WHEREAS, City and Borough solicited proposals from non-profit organizations for projects eligible for funding in the 2019 CDBG funding cycle; and

WHEREAS, two proposals were received and considered; and

WHEREAS, the St. Vincent de Paul proposal is to renovate existing space for a transitional services center that will serve low to moderate income individuals, especially those experiencing homelessness or extreme disability; and

WHEREAS, St. Vincent de Paul has secured the required 25 percent match for the project; and

WHEREAS, the deadline for submission of a Community Development Block Grant application is December 6, 2019.

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

Section 1. The Assembly authorizes the Manager to negotiate, execute, and submit all necessary documents required to apply for $450,000 of grant funding on behalf of the benefiting organization, St. Vincent de Paul.

Section 2. The Manager is also authorized to execute any amendments to the grant agreement between the City and Borough and the Department of Commerce, Community and Economic Development as may be necessary for adjustments to the project scope of work and budget.

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

Adopted this _______ day of _______________________, 2019.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced:
Drafted by: R. Palmer III

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2870

A Resolution Ratifying the Economic Terms Tentative Agreement between the City and Borough and the International Association of Fire Fighters, Local 4303, AFL-CIO.

WHEREAS, the negotiating team representing the City and Borough of Juneau has reached a tentative agreement with the negotiating team representing the employees in the International Association of Fire Fighters Local 4303 AFL-CIO bargaining unit; and

WHEREAS, the union representing those bargaining unit employees has reported that such employees have ratified the terms of the economic terms reopener; and

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

WHEREAS, these terms and conditions of employment is in keeping with previous Assembly direction.

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

Section 1. That the Labor Agreement, valid for a three-year period beginning July 1, 2019 through June 30, 2022, between the City and Borough and the International Association of Fire Fighters Local 4303, AFL-CIO bargaining unit be amended in accordance with the tentative agreement and is hereby ratified by the Assembly.

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

Adopted this _______ day of ____________________________, 2019.

____
Beth Weldon, Mayor

Attest:

____
Beth McEwen, Municipal Clerk

Department of Human Resources / Risk Management
155 Municipal Way Suite 101, Juneau, AK 99801
907-586-5250 <phone> 907-586-5392 <fax>
Email: Dallas.Hargrave@juneau.org

MEMORANDUM

Date: September 27, 2019

To: City Assembly

Thru: Duncan Rorie Watt
City Manager

From: Dallas Hargrave
Human Resources & Risk Management Director

Re: Request for Ratification of IAFF Tentative Agreement

The City and Borough of Juneau (CBJ) and the International Association of Fire Fighters (IAFF) reached tentative agreement on a three year collective bargaining agreement on August 28, 2019. The contract will take effect on July 1, 2019 and conclude on June 30, 2022.

The IAFF held a ratification vote on the new contract terms. Votes were counted on September 22, 2019 and the contract passed.

The tentative agreement contains substantive changes related to the pay schedule and health insurance. There is a new pay schedule that is more similar to wage schedules used by other CBJ bargaining units and for unrepresented employees. There are no cost of living increases in this tentative agreement because of the costs associated with the conversion to the new pay schedule.

In addition, there were some operational changes which do not have a monetary impact. I have attached a summary sheet of changes for your review.

Economic Changes:

The bulk of the economic impact of this tentative agreement is the cost of converting IAFF members from the old pay schedule to the new pay schedule and the difference in step movement in subsequent years of the collective bargaining agreement. There are also additional costs associated with the increase employer contributions to health insurance.

<u>Wages and Pay:</u>

FY20: The estimated cost of the conversion to the new pay schedule is $130,000. With the increase of the range 727, step 6 in the new pay schedule, the professional pay rate of pay will increase by one cent per hour, for a total estimated cost of $3000 this fiscal year and into future fiscal years. The changes to professional pays can be managed in a manner that is cost neutral.

FY21: The estimated cost of the conversion to the new pay schedule is $185,000.

FY22: The estimated cost of the conversion to the new pay schedule is $245,000.

<u>Health Insurance</u>

FY20: The parties agreed to increase the employer contribution approximately 5% from $1260 to $1325 per full time eligible employee, per month. The estimated cost of this increase in FY20 is $33,000.

FY21: The parties agreed to increase the employer contribution approximately 5% from $1325 to $1390 per full time eligible employee, per month. The estimated cost of this increase in FY21 is $34,000.

FY22: The parties agreed to increase the employer contribution up to approximately 5% from $1390 to up to $1460 per full time eligible employee, per month. The estimated cost of this increase in FY22 is $36,000.

Operational Changes:

There were minor operational changes that involved incorporating language from previously agreed upon letters of agreement and operational changes outlined in the attachment.

Conclusion:

Overall, contract negotiations were constructive, but took time due to the complexity of the conversion to the new pay schedule. The parties met regularly with both parties discussing issues and resolving problems. Fire Chief Rich Etheridge, Assistant Chief Chad Cameron, Fire Marshal Dan Jager, and Shannon McCain participated on the bargaining team.

Request for Action:

The overall financial package is in line with previous briefings to the Assembly. We respectfully request that the Assembly approve the terms of this contract.

IAFF/CBJ Contract Negotiations

Effective July 1, 2019 through June 30, 2022

Article	Status
Cover Sheet	Terms of converting from the current pay schedule to the new pay schedule. Most bargaining unit members will convert to the new pay schedule in the following manner: 1. Employees will be placed at the step on the new pay schedule that has the closest rate of pay to their current rate of pay, without going under. 2. If an Employee is at Step 10, they will receive an additional step and their merit anniversary date will be set out 2 years. 3. If an employee receives less that a 2% increase in pay in the conversion, then they will be advanced to the next step in the new pay schedule, then their merit anniversary date will be set out 1-2 years as appropriate for the step they are placed in. There are variations to the conversion factors for employees in the CARES program, employees working other than a 56 hour workweek, and seasonal employees. The pay ranges for the new pay schedule will not be listed by job classification, rather the classification specifications for each job classification will assign the job classification to a range on the new pay schedule.
Article 2 – Recognition	2.1 Adding the EMT I (firefighter trainee) and ETT job classifications and re-ordering the job classifications covered in the bargaining unit.
Article 6 – Union Membership	Various changes to reflect the new law under the *Janus v. AFSCME* decision.
Article 9 – Safety	9.5 Remove the provision that Article 9.5 (injury leave) is in a trial phase.
Article 10 – Uniforms, Tools, and Equipment	10.1 Addition of the option to have workout shorts purchased upon request. Removal of the requirement to purchase wire cutters and six-in-one screwdrivers.
Article 11 – Hours of Work	11.1 Incorporating some of the standard operating procedures that were previously attached to the collective bargaining agreement in Appendix F regarding shift trades into the collective bargaining agreement. Management will maintain the standard operating procedure separate from the contract. For those on temporary assignment to 37.5-hour or 40 hour workweek.

	11.4 Incorporation some of the standard operating procedures that were previously attached to the collective bargaining agreement in Appendix F regarding overtime scheduling into the collective bargaining agreement. Management will maintain the standard operating procedure separate from the contract. 11.6 Clarification regarding workweek for the 42-hour schedule.
Article 12 – Training	12.1 With course materials constantly being updated, it is no longer necessary for the employer to retain them. The remainder of changes in Article 12 are housekeeping changes.
Article 13 – Pay Schedule	13.1 Reference of incorporation of new pay schedule into Appendix B. Each one-year step (1-6) is an additional 6% from Step 1 for each range. Each two-year step (7-13) is an additional 4% from Step 1 for each range. Increasing total steps in the pay schedule from 10 to 13. 13.2 Clarification of current practice regarding waiting 2 years to move from Step 6 to Step 7. 13.4 Change in M to reflect that probationary employees are on the overtime eligibility list after completing their preceptorship and temporary employees will be placed on the overtime eligibility list in a manner that gives permanent employees the first opportunity to refuse voluntary overtime. 13.6 Change to allow management the opportunity to appoint a designated a qualified employee the opportunity to act in a higher range position when there is a vacancy in the higher range position. If the time period is at 1-9 shifts, the employee will be eligible for a 5% propay. If the time period is 10 shifts or more, then they acting employee will be paid as if they were promoted. 13.11 Change of propay rate to the new pay schedule as 1% of Range Step 6, which is an increase of 1 cent per hour. The propays have changed in the following manner: • Peer Fitness Trainer: reduced from 2% to 1% • Volunteer Mentor: new propay at a rate of 2% • Acting in a higher range: reduction from 7% to 5%, but applies to job classifications outside of the Captain job class • Engineer or Captain covering as a primary paramedic: No change of 2% from current practice
Article 15 – Leave	15.9 Removal of the reference to the standard operating procedure that has been removed from the appendix. 15.13 Removal of the Family Medical Leave policy from the appendix as it is posted online.
Article 16 – Health Benefits and Employee Wellness	16.1 FY20: The parties agreed to increase the employer contribution approximately 5% from $1260 to $1325 per full time eligible employee, per month. FY21: The parties agreed to increase the employer contribution approximately 5% from $1325 to $1390 per full time eligible employee, per month.

	FY22: The parties agreed to increase the employer contribution up to approximately 5% from $1390 to up to $1460 per full time eligible employee, per month. 16.2 Removal of the reference to a three tiered health benefit plan because health benefit plan is now two tiers.
Article 18 – Grievance and Complaint Procedure	Additional of an internal complaint procedure so that members can have a process to address concerns outside of the terms and conditions of the collective bargaining agreement.
Article 20 – Promotions, Special Team Appointments and Voluntary Demotions	20.2 Clarification regarding when the propay for a special team assignment starts and removal of language regarding how a special team member is selected is removed.
Article 21 – Bargaining Unit Seniority	21.1 Change of definition of bargaining unit seniority based on date of hire, rather than when they started paying dues, based on *Janus* decision.
Article 22 – Publishing of the Agreement	The parties agree that the bargaining agreement will be published online.
Article 25 – Duration of Agreement	Three year agreement from July 1, 2019 to June 30, 2022.

CBJ – IAFF Contract Negotiations
August 28, 2019

Coversheet

1. This coversheet is not intended to become part of the CBA; however, the terms articulated on this coversheet are incorporated into the tentative agreement.

2. Conversion to the new pay schedule in the 2019 – 2022 CBA

Step placement upon conversion will be determined in the following manner:

a. All employees, unless otherwise noted, will convert to the new pay schedule on 9/30/2019.

b. Step placement upon conversion will be determined in the following manner for 56 hour work week employees:

   i. Employees will be placed on the step of the new pay schedule that is the closest match to their current step on the old schedule. In determining the closest step on the new pay schedule, the employee's base wage will not be lower than the base wage for the current step on the old schedule.

   ii. Employees at step 10 will be placed on the new pay schedule at one step higher than described in paragraph (i) and then their merit anniversary date will be set out 2 years.

   iii. Other employees whose conversion onto the new pay schedule results in less than a 2% wage increase in the conversion will be advanced to the next step on the new pay schedule and their merit anniversary date will be set out 1-2 years as appropriate for the step they are placed in.

   iv. Employees whose current merit anniversary date is 9/30/2019 will be granted a merit increase on the old schedule prior to being converted onto the new pay schedule as described in paragraph (i) above.

c. Step placement upon conversion for CARES employees:

   i. Employees from the CARES program who are employed at the time of the contract ratification will convert to the new pay schedule in the manner described in paragraph b(iv) on 7/6/2020. New employees to the CARES program after the contract is ratified, will be placed on the new pay schedule.

d. Step placement upon conversion for other employees who don't work a 56 hour workweek (Fire Mechanic and EMS Training Officer):

   i. Employees will be placed on the step of the new pay schedule that is the closest match to their current step on the old schedule. In determining the closest step on the new pay schedule, the employee's base wage will not be lower than the base wage for the current step on the old schedule.

e. Step placement for seasonal employees

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i. Seasonal employees will be converted to the new pay schedule when they are called to work for the calendar year 2020 summer season.

ii. Employees will be placed on the step of the new pay schedule that is the closest match to their current step on the old schedule. In determining the closest step on the new pay schedule, the employee's base wage will not be lower than the base wage for the current step on the old schedule.

3. The attached pay schedule will be incorporated into the CBA in Appendix B.
   a. With the initial implementation of the new pay schedule, the IAFF job classifications will be assigned to the new pay ranges in the following manner:
      i. ETT—Range 722 (80)
      ii. EMT I (Firefighter Trainee)—Range 724 (90)
      iii. Firefighter/EMT I—Range 726 (100)
      iv. Firefighter/EMT II—Range 727 (105)
      v. Firefighter/EMT III—Range 728 (110)
      vi. Fire Engineer—Range 729 (115)
      vii. Firefighter Paramedic—Range 729 (115)
      viii. Fire Captain—Range 731 (125)
      ix. Fire Mechanic—Range 729 (115)
      x. EMS Training Officer—Range 732 (130)
   b. This information is being provided for courtesy purposes. Management reserves the right to reclassify positions or assign pay ranges to job classifications in accordance with the management rights clause and the agreed upon pay schedule.

CITY AND BOROUGH OF JUNEAU
IAFF
Effective 7/8/2019 or upon employee's conversion date

Range	Pay Type	1	2	3	4	5	6	7	8	9	10	11	12	13
722	56 Hour	14.64	15.52	16.40	17.28	18.15	19.03	19.62	20.20	20.79	21.37	21.96	22.55	23.13
722	40 Hour	20.55	21.79	23.02	24.25	25.48	26.72	27.54	28.36	29.18	30.01	30.83	31.65	32.47
723	56 Hour	15.56	16.49	17.42	18.35	19.29	20.22	20.84	21.47	22.09	22.71	23.33	23.95	24.58
723	40 Hour	21.84	23.15	24.46	25.77	27.08	28.39	29.26	30.13	31.01	31.88	32.76	33.63	34.50
724	56 Hour	16.47	17.46	18.45	19.43	20.42	21.41	22.07	22.73	23.39	24.05	24.71	25.36	26.02
724	40 Hour	23.12	24.51	25.90	27.28	28.67	30.06	30.98	31.91	32.83	33.76	34.68	35.61	36.53
725	56 Hour	17.39	18.43	19.47	20.51	21.56	22.60	23.30	23.99	24.69	25.38	26.08	26.77	27.47
725	40 Hour	24.41	25.87	27.33	28.80	30.26	31.73	32.70	33.68	34.66	35.63	36.61	37.59	38.56
726	56 Hour	18.30	19.40	20.50	21.59	22.69	23.79	24.52	25.25	25.99	26.72	27.45	28.18	28.91
726	40 Hour	25.69	27.23	28.77	30.31	31.86	33.40	34.43	35.45	36.48	37.51	38.54	39.56	40.59
727	56 Hour	19.22	20.37	21.52	22.67	23.83	24.98	25.75	26.52	27.29	28.05	28.82	29.59	30.36
727	40 Hour	26.97	28.59	30.21	31.83	33.45	35.07	36.15	37.23	38.30	39.38	40.46	41.54	42.62
728	56 Hour	20.13	21.34	22.55	23.75	24.96	26.17	26.97	27.78	28.58	29.39	30.20	31.00	31.81
728	40 Hour	28.26	29.95	31.65	33.35	35.04	36.74	37.87	39.00	40.13	41.26	42.39	43.52	44.65
729	56 Hour	21.05	22.31	23.57	24.83	26.10	27.36	28.20	29.04	29.88	30.73	31.57	32.41	33.25
729	40 Hour	29.54	31.32	33.09	34.86	36.63	38.41	39.59	40.77	41.95	43.13	44.32	45.50	46.68
730	56 Hour	21.96	23.28	24.60	25.91	27.23	28.55	29.43	30.30	31.18	32.06	32.94	33.82	34.70
730	40 Hour	30.83	32.68	34.53	36.38	38.23	40.08	41.31	42.54	43.78	45.01	46.24	47.48	48.71
731	56 Hour	22.88	24.25	25.62	26.99	28.37	29.74	30.65	31.57	32.48	33.40	34.31	35.23	36.14
731	40 Hour	32.11	34.04	35.97	37.89	39.82	41.75	43.03	44.32	45.60	46.88	48.17	49.45	50.74
732	56 Hour	23.79	25.22	26.64	28.07	29.50	30.93	31.88	32.83	33.78	34.73	35.69	36.64	37.59
732	40 Hour	33.40	35.40	37.41	39.41	41.41	43.42	44.75	46.09	47.42	48.76	50.10	51.43	52.77

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COLLECTIVE BARGAINING AGREEMENT

By and Between

CITY AND BOROUGH OF JUNEAU, ALASKA

And

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 4303 AFL-CIO

July 1, 2019~~16~~ – June 30, 2022~~19~~

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COLLECTIVE BARGAINING AGREEMENT
Between the
CITY AND BOROUGH OF JUNEAU, ALASKA
And the
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 4303
July 1, 2019~~16~~ – June 30, 2022~~19~~

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(This will be updated to reflect changes in the CBA)

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APPENDICES

ARTICLE 1

PURPOSE OF AGREEMENT

The purpose of this Agreement is to promote harmonious and cooperative relations between the City and Borough of Juneau (CBJ), hereafter referred to as the Employer, and Local 4303 of the International Association of Fire Fighters (IAFF), hereafter referred to as the Union. This document is a record of agreements reached between the Employer and the Union on matters of wages, hours and other terms of employment.

ARTICLE 2

RECOGNITION

2.1 – Recognition

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for Emergency Trauma Technicians (ETTs), EMT I (Firefighter Trainee), Firefighter/EMT I, II, IIIs, Firefighter/ Paramedics, Engineers, Fire Captains, Firefighter Mechanics, EMS Training Officer, and Fire Training Officer, ~~Fire Captains, Firefighter/Paramedics, Firefighter/EMT I, II and IIIs, EMT I (Firefighter Trainee), Emergency Trauma Technicians (ETTs), Firefighter Mechanics, EMS Training Officer, Engineer and Fire Training Officer,~~ including seasonal and long term temporary appointments for the purposes of collective bargaining.

2.2 - Union Representation

The Employer will not negotiate or handle grievances with any individual or with any organization other than IAFF, Local 4303 or its designee with reference to terms and conditions of employment of Employees in the Bargaining Unit.

Nothing contained herein shall be construed to, in any way, deprive Employees of rights as provided by law.

2.3 – New Positions

In the event that new positions or titles are created within Capital City Fire/Rescue and a dispute arises regarding representation, the Personnel Board (CBJ 44.05.060) shall determine the appropriate bargaining unit status.

The Union shall be notified of all new positions and job classifications created within the bargaining unit within ten (10) days of such action. The notifications shall include a copy of any changes to class specifications.

If a position is moved from the bargaining unit, the Union will be notified in writing.

2.4 – Changes to Class Specifications or Position Descriptions

Changes in class specifications or major changes to position descriptions shall be provided to the union.

ARTICLE 3

NON-DISCRIMINATION

The Employer and the Union agree to comply with all current local, state and federal laws, rules and regulations prohibiting discrimination against any person in regard to all aspects of employment and union representation.

ARTICLE 4

INTERPRETATION

The interpretation of this Agreement shall be governed by the strict application of the words and terms used as defined by "Webster's New World Dictionary, Fourth College Edition" unless a word or term is specifically defined within this Agreement or Personnel Rules as having another meaning.

In the case of conflict between the provisions of this Agreement and the provisions of the CBJ Personnel Rules, or the provisions of any CBJ imposed policy, rule or ordinance, the provisions of this Agreement shall govern. Nothing in this Article supersedes the provisions of Article 22 of this Agreement.

ARTICLE 5

MANAGEMENT RIGHTS

Certain rights are reserved to management and may not be subject to negotiations. These rights are set out in CBJ 44.10.130. CBJ 44.10.130 is set out in full in Appendix "A" to this Agreement for informational purposes.

ARTICLE 6

UNION SECURITY AND ACTIVITIES

6.1 – Union Membership

Membership in the Union shall be optional. ~~Those employees electing not to become members of the Union shall be required by the Union to pay a service fee to the Union for the expense of representation.~~

~~Employees who fail to meet this requirement shall be subject to discharge unless that employee has a bona fide religious exemption in accordance with 6.4 of this Article. It shall be the Union's obligation to notify the Employer when an employee has failed to comply with the provisions of this section.~~

6.2 – Payroll Deductions

The Employer shall recognize an authorization signed by an employee for the deduction of dues, service fees and other Union fees from the pay of that employee.

6.3 – Limitations

Union dues or a service fee shall not be required of temporary employees appointed under the provisions of 5 PR 015 (a) and (d) or an employee whose employment does not exceed 780 hours per calendar year.

~~6.4 – Religious Exemption~~

~~Employees whose bona fide religious convictions preclude the payment of union dues or fees shall contribute an amount equal to such dues or fees to a non-religious charitable organization that is acceptable to the Union. Documentation of such contribution shall be required on a monthly basis.~~

6.45 – Union Activities

Union members will not discriminate against nor harass non-members. The Employer will not restrain an employee from belonging to the Union or taking an active part in Union affairs nor discriminate against an employee because of Union membership or lawful union activity. However, Union activities shall not interfere with department activities.

During a new employee's orientation, the Union shall be allowed to speak to the new employee, for as long as needed, regarding union activities and benefits, so long as the Union activity does not interfere with department orientation.

6.56 – Bulletin Boards and E-mail

The Employer shall provide space on existing bulletin boards, which are primarily for employee information for the posting of Union notices. The use of such bulletin boards shall be consistent with the provisions of 16 PR 005.

Use of e-mail for union business shall be allowed, provided that such use is consistent with Rule 16 of the Personnel Rules, and such use does not interfere with the operations of the Fire Department or the performance of the Employee's duties.

6.6~~7~~ – Union Representative

The Union shall have representatives who are authorized to speak for the Union in all matters covered by this Agreement. These representatives shall be permitted to visit any site at which bargaining unit members are working provided the Fire Chief has received advance notice and the representative's visit does not interfere with department activities.

The Union shall provide the Human Resources Director with a complete list of Union Representatives within 30 days of signing this Agreement, and following Union elections thereafter.

When the Fire Chief concurs that requests, complaints and grievances cannot be handled during nonworking hours, the Union Representative may process same during working hours without loss of compensation.

~~**6.8 – Discharge Notice**~~

~~The Employer shall provide the Union with a copy of any discharge notice when the authorized Union representative requests such a copy.~~

6.7~~9~~ - Union Business Leave Account

A. The Employer agrees to deduct from each bargaining unit member, who elects to be a Union member, 0.385 hours of personal leave each bi-weekly pay period.

B. The employee's leave shall be converted to a cash amount equal to the employee's hourly regular rate of pay.

C. The cash amount shall be deposited in to a bank account held by the IAFF Local 4303 on a quarterly basis. The purpose of the account shall be to fund union business activities authorized by IAFF Local 4303 representatives.

D. The Secretary/Treasurer of IAFF Local 4303 shall inform the supervisor of payroll if the union leave bank account number should change, and provide a new account number. The IAFF Local 4303 shall assume any legal liabilities and reporting obligations associated with the use of these funds.

E. Written requests for union business leave shall be made by the IAFF Local 4303 President or a member of the Executive Board to the Fire Chief or designee with as much notice as possible. If the request for business leave is not made within three (3) calendar days of the need for leave, and the impact of granting the leave request would result in mandatory overtime or an employee missing mandatory training, then the request may be denied.

ARTICLE 7

EMPLOYEE RECORDS

7.1 - Location

An employee's official Personnel File is maintained in the Human Resource Office. Personnel records shall not be removed from the Human Resources Office and all records must be reviewed in the presence of Human Resources Office staff.

7.2 - Access

Any information contained within an employee's personnel file shall be held confidential. Access to the file by any person outside the Human Resources Office shall require a record of that access and will be limited to persons who clearly have a need to know the information to perform their official duties with the City and Borough. Access to the file by anyone outside of the City and Borough shall be in accordance with applicable state and federal laws or as ordered by a court of competent jurisdiction.

7.3 - Employee Access

An employee shall have access to his/her personnel file, his/her department working files, his/her supervisory file, and to all information contained within those files. "Department Working file" is defined as any written material kept at the department headquarters for personnel administration purposes. "Supervisory file" is defined as any written material maintained by the supervisor that is to be used in evaluating an employee's performance. The Employer may require a prior appointment.

In those instances that a prior appointment is required, the Employer shall schedule the appointment for a time prior to close of business of the workday following the day of the request.

7.4 – Evaluations

The parties recognize that effective performance management includes ongoing feedback and discussion regarding an employee's performance throughout the performance evaluation cycle.

ARTICLE 8

LIABILITY

The Employer shall provide for the legal defense of an employee resulting from the performance of duties by the employee provided the employee performed the assigned duties in good faith, with due care and diligence, and according to instructions received. The employee shall not lose position, pay or benefits during the defense of any such legal action. Costs stemming from civil suits against an employee who in good faith performed assigned duties shall be born by the Employer.

The Employer will not share the liability for an employee's actions when it is found that the employee did not act in good faith; or, failed to act according to instructions; or, failed to exercise due care and diligence.

ARTICLE 9

SAFETY

9.1 - Mutual Concern

Effective safety practices are a mutual concern among employees, Union representatives and management personnel. As such, the parties to this Agreement are committed to the rapid and effective correction of any unsafe conditions that may arise during the duration of this Agreement.

Should a Union Representative bring to the attention of management any item that they consider immediately dangerous to life and/or health, management shall address the concern promptly. The Fire Chief, or designee, shall follow up with a written response to the union within seven days regarding the determination and/or resolution of the safety issue.

Employees that fail to utilize required personal protective equipment, as detailed in the Standard Operating Guidelines, may be subject to disciplinary action.

9.2 - Equipment and Work Areas

Safety and equipment standards shall be in conformance with applicable state and federal law and/or regulation, Employer requirements and this Agreement.

Shops, locker rooms, storerooms, offices and washrooms shall be heated and lighted adequately for the work to be performed.

Floors, locker rooms, washrooms, pits and other areas utilized by employees shall be maintained in a safe condition at all times. Dry grit will be available for oil spills, and floors will be kept dry. Employees will be held responsible for ordinary care of these facilities during their use. The Employer shall establish evacuation plans for each facility where employees are regularly assigned. Copies of the evacuation plans shall be posted within the affected employees' work areas.

9.3 - Instructions for Responding to On-The-Job Injury

Each employee shall receive instructions at least annually on the procedures to be followed in the event of an on-the-job injury.

9.4 - On-The-Job Injury

A. Medical attention shall be afforded an injured employee at the earliest possible moment. The Employer may require an employee to accept medical attention.

B. The Employer shall provide for all emergency transportation necessary to transport an employee injured on-the-job to the nearest medical facility.

C. An employee injured while on duty shall make a detailed written report of the circumstances surrounding the accident including recommendations on how the accident could have been prevented as soon as the employee is reasonably able to do so.

D. An injured employee shall be required to return to work as soon as able to perform regular duties or such duties as the Employer may assign. The employee shall be required to present a written release from a physician prior to returning to work.

E. All claims regarding personal injury shall be handled by the Employer. Nothing in this Article precludes an employee from pursuing other appropriate action as provided in this Agreement.

9.5 – Injury Leave

A. The Union and Employer jointly agree that the intent of this provision is to recognize the unique nature of emergency services work and is meant to protect and support employees in the event of a line-of-duty injury during a given year. It is further understood by both parties that all other work-related injuries, which qualify an employee for Worker's Compensation will not be covered under this provision and will be handled through the City's standard Workers' Compensation process.

B. Employees performing emergency services may qualify for injury leave in the event of a serious injury received in the line-of-duty. Injury leave will be granted for up to twelve (12) consecutive months from the date of initial injury for a regular full-time department employee who has suffered a serious injury in the line-of-duty and which qualifies them for Workers' Compensation. For purposes of this provision "line-of-duty injury" means a duty related injury that meets the requirements of the Alaska Workers' Compensation Act and is also:

1. An injury received due to the actions of another person; or
2. An injury received while responding to or working at a reported emergency; or
3. An injury received while operating or riding in an emergency vehicle.

This section does not apply to psychological injuries.

C. Injury leave will not be available to an employee who has received a line-of-duty injury due to his or her own negligence.

D. All Workers' Compensation payments made to the employee must be turned in to the City within 2 business days of receipt.

E. An employee on injury leave will be paid at his or her base rate of pay (range and step) in effect on the date of the qualifying injury and will normally be assigned to a 40 hour workweek. An employee will not be required to use personal leave while on injury leave, unless he or she would not be ready, willing and able to return to work (absent the injury). An employee will only accrue leave while he or she is in work status. The Employer will continue to provide employer's portion of the health insurance contribution while the employee is on injury leave. Injury leave may be granted for a maximum period of 12 consecutive months. Family Medical leave entitlement shall run concurrently with Injury Leave.

F. During periods of injury leave, employees may be assigned work at the discretion of the department unless such work assignments adversely affect the nature of the injury. If there is a disagreement between the City and the employee as to whether the employee is able to perform the work assigned, such disputes shall be submitted to and resolved by a health care professional selected by the Employer. The decision of this health care professional as to whether the employee is able to perform the work assigned will be determinative, so long as the decision is not arbitrary, capricious, or made in bad faith. If an employee disagrees with a determination of the health care professional that the employee is capable of performing the work assigned, the employee may elect to decline the assignment, which will terminate the employee's entitlement to paid injury leave under this provision. If the employee is unable to return to full duty within twelve months, or if the employee retires, effectively relocates from the community, takes other employment, or otherwise takes an action that would effectively remove the employee's ability to return to service, the Employer's obligation under this provision shall terminate.

G. The parties recognize that management may eliminate open leave slots in response to placing an employee on injury leave in order to reduce the impact of staffing shifts with overtime assignments.

~~Article 9.5 will be in place for the period of the collective bargaining agreement on at trial basis. At the expiration of the collective bargaining agreement, the parties will assess the use of injury leave and will only continue injury leave upon mutual agreement.~~

9.6 - Correcting Unsafe Conditions

A. All unsafe equipment or working conditions that the employee cannot correct shall be immediately reported by the employee to the immediate supervisor.

B. When the supervisor confirms the existence of an unsafe condition that cannot be immediately corrected, the supervisor shall reassign the employee to duties that are safe.

C. The supervisor shall immediately inform the Fire Chief and Duty Officer in the event of a disagreement about the existence of an unsafe condition.

D. The Fire Chief or a person designated by the Fire Chief shall request an immediate inspection by Employer's safety inspector or, if unavailable, another appropriate safety inspector.

E. The opinion of the safety inspector shall be the final determination on any disagreement as to the existence of an unsafe working condition.

F. The Employer may require employees to submit written reports on unsafe equipment or working conditions that affect assigned duties.

G. The allegation of unsafe working conditions shall not be a pretext to avoid assigned duties.

9.7 – Occupational Injury Return to Work

A bargaining unit member who is injured on the job, and who is administratively separated due to an inability to perform the functions of his or her position due to that on the job injury, will be eligible for preferential appointment under the following provisions:

A. The bargaining unit member must notify the department of his or her intent to return to work, and be appointed to a position, within three years of his or her separation.

B. The bargaining unit member's separating performance evaluation must have had an overall performance rating of "Acceptable" or better.

C. The bargaining unit member must provide a fit for duty certification by a physician mutually agreeable to both parties. The bargaining unit member must be certified by the physician to perform all of the essential duties of the position, with or without a reasonable accommodation.

D. If the bargaining unit member was physically unable to maintain certification and licensure during the period of separation, once certified as fit to return to duty, he or she shall be given the opportunity to attend department sponsored training, provided attendance at that training is at no cost to the employer.

E. The bargaining unit member will be eligible for any vacant position in the bargaining unit for which he or she meets the minimum qualifications, provided the vacant position is not a higher classification than the position the bargaining unit member previously held. The bargaining unit member will not be required to retest for the position, however, the employer may require that the bargaining unit member pass a physical agility test.

F. Bargaining unit members appointed under these provisions will be placed at the step in the salary range that he or she previously earned. The bargaining unit member will serve a new probationary period upon appointment.

G. If the bargaining unit member is appointed to a position in a lower classification than what he or she previously held, he or she shall be promoted to the first available position in the classification the employee held prior to separation.

H. When there are bargaining unit members eligible for preferential appointment under the provisions of this Article and Section, and bargaining unit members eligible for preferential appointment due to layoff, the most senior of the two bargaining unit members will be appointed.

ARTICLE 10

UNIFORMS, TOOLS AND EQUIPMENT

10.1 - Uniforms & Equipment

The Employer will provide uniforms, devices, and protective clothing and equipment as needed.

(a) Uniforms provided shall include at a minimum, two class B shirts, two pairs of pants, four class C cotton tee shirts, one leather belt, one jacket or job shirt, one ball cap, one stocking cap, one pair of coveralls (upon employee request), one pair of workout shorts (upon employee request), and safety-toe station boots. Every effort shall be made to provide the full ~~compliment~~complement of uniform items at time of hire. The Employer will provide laundry soap and laundry facilities where employees can launder their own uniforms.

(b) "Device" is defined as badges, nameplates, collar badges and other insignia as determined appropriate by the Fire Chief.

(c) Upon hire, and as needed, employees will be provided a full set of bunker gear and a reserve set of bunker gear. EMS outer garments will be provided as needed.

The following equipment shall be provided:

Two lengths of webbing
~~Wire Cutters~~
Wooden Door ~~Caulks~~Chocks
~~Six-in-One Screwdriver~~
Helmet-mounted Flashlight
Right-angle Flashlight
Two Spanner Wrenches
Utility gloves

Other equipment will be provided as needs are identified and funding becomes available.

All equipment must meet NFPA or industry standards. ~~The R&D Committee~~Employees may make recommendations to the Fire Chief or the Fire Chief's designee through their chain of command on preferred brands or models. The Fire Chief shall retain final approval for the purchase of equipment.

(d) An annual inspection of uniforms and all issued personal protective equipment will be conducted by the Fire Chief's designee. Missing items or items in disrepair will be replaced or repaired at the department's discretion. Boots will not be replaced more than once every two years.

10.2 – Wearing of Uniform

Uniform items provided by the Employer or for which the employee is paid may only be worn in the performance of assigned job duties and when traveling directly from place of residence to work and traveling directly from work to place of residence. The Fire Chief may grant exceptions to this rule.

10.3 - Tool Allowance

(a) Automotive mechanics who are required in writing by the Employer to provide their own hand tools will be paid an annual allowance of $1000.00 for the purchase, replacement and repair of their own hand tools.

(b) For current employees, the specified annual amounts shall be paid in advance by separate check to each employee during the month of July, except that employees who are in leave without pay or seasonal leave status for two weeks or longer beginning on July 1st of any given fiscal year, shall receive their tool allowance with the first full paycheck after their return to paid status. The tool allowance will be prorated according to the employee's anticipated work schedule, e.g., a seasonal employee who is budgeted to work for 7 months will receive 7/12 of the total relevant allowance.

(c) New employees shall receive the relevant, pro-rated amount based upon what month they were hired within the fiscal year, e.g., an employee hired in October shall receive 9/12 of the total relevant allowance. This amount shall be included in the paycheck issued after the first full pay period.

10.4 - Repayment to Employer

Employees who are paid the annual tool allowance in advance and leave employment in less than one year from the providing of the payment of the allowance shall repay the Employer according to the following schedule:

A. 100% if service is less than 13 weeks;
B. 75% if service is 13 weeks or greater but less than 26 weeks;
C. 50% if service is 26 weeks or greater but less than 39 weeks;
D. 25% if service is 39 weeks or greater but less than 52 weeks.

10.5 – Employer's Tools, Property and Equipment

Tools, equipment, security and access badges or cards, and any other property items issued by the Employer remain the exclusive property of the Employer and shall be used only in the performance of assigned job duties. The employee shall reimburse the Employer at replacement value for any tools, equipment or property items not returned to the Employer.

10.6 - Supplies, Furniture & Appliances

The Employer will provide the following:

Janitorial supplies
Paper products
Dishwashing and laundry detergent
Garbage bags
Built-in appliances, such as stoves and refrigerators
All furniture, including beds

The Employer shall provide cookware, dishes and utensils only when setting up a new station. The Employer will pay up to 50% of subsequent replacement costs.

The Employer may provide up to 50% of the cost of any other appliances whose purchase is authorized by the Fire Chief or his designee. These appliances shall remain in the Employer's facilities for use by employees.

All other items are the responsibility of the employees.

10.7 – Facilities

The Employer and the Union recognize the importance of maintaining safe, healthy and sanitary working conditions.

All manned stations shall have dormitory facilities which include beds, sanitary mattresses, bed linens, and window coverings.

Stations shall have safe air quality that meets OSHA standards and applicable state laws. Each station shall have properly working lights, doors and windows.

An adequate supply of hot water for dish washing and showering must be available at all times. In the event that hot water is not available in a manned station, bargaining unit members will be permitted to use facilities in other stations.

All stations shall have bathroom facilities and shower stalls which comply with applicable health and building codes.

All manned stations shall have kitchen facilities which include the following major appliances: stove with oven (4 burner minimum), refrigerator/freezer, dishwasher, microwave oven and coffee maker.

Each manned station shall have facilities for washing and drying uniforms. The Employer will provide for cleaning turnouts by using a commercial cleaning company or by providing a suitable washing machine capable of cleaning turnout gear.

ARTICLE 11

HOURS OF WORK

11.1 - Twenty-four Hour Rotating Shift Schedule

A. Definition

Employees assigned to work a twenty-four hour shift schedule shall be assigned to one of three work groups identified as A, B, or C shift. The work groups shall rotate continuously (A,B,C) (A,B,C). Employer initiated shift transfers that result in an employee working continuously without a 24 hour break between shifts, shall result in overtime for all hours worked during the next shift. For the purpose of utilizing the 7 (k) partial exemption provided in the Fair Labor Standards Act, the Employer shall establish a twenty-eight day FLSA cycle, this constitutes a 56 hour week.

B. ~~Trade Days~~Shift Trades

1. Department employees may voluntarily trade duty hours when approved. Such an agreement is a voluntary transaction between employees only.

2. Shift Trades are ~~s~~Subject to the approval of the Fire Chief or the Fire Chief's designee, and in accordance with Department policy.~~;~~ ~~e~~Employees may trade scheduled shifts or portions of scheduled shifts with other employees. Time traded shall not be added to or subtracted from actual hours worked related to the Fair Labor Standards Act overtime threshold.

3. Management is not responsible for any time owed or banked between staff because of trades. Management will remain at "arm's length" in trade arrangements.

4. The Fire Chief or the Fire Chief's designee responsible for approving the shift trade will ensure the following conditions are met prior to approving the shift trade request:

   a. No additional costs are accrued as a result of the proposed shift trade with the exception of "Acting" pro pays. i.e. Minimum staffing needs are met and no overtime will result.
   b. The employee accepting the shift trade will not work a total of 72 continuous hours.

5. The Fire Chief or Fire Chief's designee may choose to waive the requirements in 4 (a) and (b) in times of need as long as it is in the best interest of serving the community taking into consideration run volume as well as other factors.

6. Approval of all trades by the Fire Chief or the Fire Chief's designee is required prior to the shift trade taking place.

7. Shift trades will be requested, accepted and approved in a manner designated by the Employer. Every effort shall be made to request the shift trade at least 20 hours in advance of the trade; however, the responsible duty officer for the affected shift may approve the shift trade request with less notice if extenuating circumstances exist.

~~1. Shift trades of less than twelve (12) hours shall be considered Standby trades. Standby trades may be approved up to and including hours currently being worked with the approval of the Fire Chief or designee. Standby trades shall not cause staffing levels to fall below staffing minimums or interfere with department operations or required training activities.~~

~~1. The Fire Chief or Fire Chief's designee may choose to waive the requirements in 4 (a) and (b) in times of need as long as it is in the best interest of serving the community taking into consideration run volume as well as other factors.~~

~~2. No bargaining unit member may work more than seventy-two hours without a minimum of a twelve-hour break. The Fire Chief or designee may allow employees to work beyond with consideration to run volume during the said 72 hour continued work cycle.~~

8. Employees engaging in shift trades may exchange personal leave in lieu of working the owed trade day. The employee may opt to transfer leave hours from their account to the leave account of the person who assumed the trade. Each hour transferred between employees shall not undergo any monetary conversion based on employee pay rates.

9. Once the shift trade has been accepted, the employee assuming the shift trade is responsible for working the shift. In the event of illness of the employee assuming the shift trade, the call in procedures will be followed. However, the employee normally scheduled to work that day will be charged personal leave.

10. Trades are a privilege, not a right. Trades may be affected by disciplinary action.

~~B.~~C. Temporary Assignment

Employees normally assigned to work a twenty-four hour shift schedule may be temporarily assigned to a schedule consisting of not more than thirty-seven and one-half (37½) hours per week. Employees so assigned shall receive their normal wage, benefits, (including accrual rates) and seniority accrual rate. Employees required or permitted to work in excess of thirty-seven and one-half (37½) hours but less than forty (40) hours per week shall be compensated at the straight time (thirty-seven and one-half hours) rate of pay. Employees who are required or permitted to work in excess of forty (40) hours per week while so assigned shall receive overtime based on the thirty-seven and one-half (37½) hour per week rate of pay. Temporary assignments shall normally last no longer than six (6) weeks, but may be extended for longer periods after consultation with the Union.

Employees temporarily assigned to a thirty-seven and one-half (37.5) hours or forty (40) hours per week schedule are not eligible for holiday pay. Scheduled work on a recognized holiday at the discretion of the Fire Chief or his designee may either be worked, reassigned to another day within the pay period as to not accrue overtime, or be assigned to use leave.

11.2 - Thirty-seven and One-half or Forty Hour Schedules

A. Definition

Employees not assigned to the twenty-four hour rotating shift schedule shall ~~normally~~ be assigned to work a schedule established by the Fire Chief or the Fire Chief's designee for the benefit of the department that equates to ~~Monday through Friday~~, thirty-seven and one-half (37½) or forty (40) hours per week.

B. Temporary Work Schedule Assignment

Employees assigned to work the thirty-seven and one-half (37½) or forty (40) hour schedule may be temporarily assigned to a twenty-four (24) hour shift schedule. Employees so assigned shall receive their normal wage, benefits, (including accrual rates) and seniority accrual rate. Hourly employees who are required or permitted to work in excess of the twenty-four (24) hour shift schedule while so assigned shall receive overtime based on thirty-seven and one-half (37½) hours per week.

11.3 - Assignment to Temporary Training Schedule

In order to provide an efficient and cost effective training program, the employer may transfer employees normally assigned to a 56 hour schedule to a temporary training schedule. The temporarily transferred employee shall receive wages, benefits, and seniority accrual without compromise provided that:

A. Aany training time and/or applicable travel time that exceeds the number of hours that the employee would normally have worked that occur during the days assigned to training shall be paid at the overtime rate of time and one-half (based on the employee's current rate of pay);

B. Assignment to a temporary training schedule shall not exceed twenty-eight (28) days in the Employer's fiscal year.

C. The provisions of this Article shall not prohibit Letters of Agreement regarding specialized training opportunities.

11.4 – Scheduling of Overtime

A. General

1. Overtime under this section applies to shift coverage overtime. Shift coverage overtime is overtime that fills an on duty slot. (e.g. coverage for sick leave, workers' compensation absences, FMLA absences, or minimum staffing). Overtime assignment procedures under this section do not apply to emergency hold-over or emergency call-back overtime. Those assignments will be made in the most expeditious manner possible.

2. The Employer maintains the right to create, maintain, and implement the overtime schedule in a manner consistent with the remainder of this article.

3. An employee may elect to be removed from consideration for shift coverage overtime on an annual basis; however, all employees are subject to the Mandatory Overtime assignments as prescribed in this agreement.

4. If there are no employees are available to cover the shift under the processes in 11.4.B and 11.4.C, the Fire Chief or the Fire Chief's designee may choose to assign overtime to a qualifiedn employee of their choosing.

B. Voluntary Overtime

1. The Employer will maintain a list of employees for the purpose of offering voluntary shift coverage overtime opportunities.

    a. Each calendar year on January 1st each employee will have their shift coverage overtime worked totals be reset to zero hours. The list shall start each year in order of seniority, with the most senior employee at the top of the list.

    b. Voluntary Overtime will be offered to the first qualified member on the top of the overtime list. If they refuse the offer, the assignment will be offered to the next qualified person on the overtime list, and then progressively down the list until the assignment is accepted.

c. When an employee works a voluntary overtime assignment, the number of hours they work will be credited to them and they will move down the list, so that the person with the most number of voluntary overtime hours is at the bottom of the list.

d. Notwithstanding the provisions above, the Employer maintains the right to determine if specific qualifications are necessary or work hour restrictions should be imposed when offering voluntary shift coverage overtime. The Fire Chief orf the Fire Chief's designee may also consider job classification, position status, employment status, or other work-related factors when determining if a member is qualified to be offered a voluntary shift coverage overtime assignment.

2. In the event a current voluntary shift coverage overtime list cannot be obtained in time to meet minimum staffing requirements, the seniority list will be used.

C. **Mandatory Overtime**

1. If unable to meet the minimum staffing needs of the Department with voluntary overtime, mandatory overtime will be assigned.

2. The Employer will maintain a list of employees for the purpose of assigning mandatory overtime.

a. Each calendar year on January 1st each employee will have their mandatory coverage overtime worked totals be reset to zero hours. The list shall start each year in order of seniority, with the least senior employee at the top of the list.

b. Mandatory Overtime will be assigned to the first qualified member on the top of the mandatory overtime list.

c. The mandatory overtime will not be assigned to the least senior person on the off-going shift if any of the following are applicable:

(i) The designated person is scheduled to begin schedule leave or trade on their next regular shift.

(ii) The designated person has just completed a 48 hour shift.

(iii) The designated person locates a qualified person who will take the assignment.

(iv) The designated person is ill, injured, or has a previously scheduled medical appointment. A physician statement will be required.

When an employee works a mandatory overtime assignment, they will be excused from another mandatory shift until the all on the mandatory list have been rotated though, working mandatory overtime.

e. Notwithstanding the provisions above, the Employer maintains the right to determine if specific qualifications are necessary or work hour restrictions should be imposed when assigning mandatory overtime. The Fire Chief of the Fire Chief's designee may also consider job classification, position status, employment stats, or other work-related factors when determining if a member is qualified when assigning mandatory overtime.

f. If a qualified employee is not assigned to the shift that needs to be covered under Article 11.4(C) and no employees have voluntarily chosen to cover the shift, the Fire Chief or the Fire Chief designee may choose to fill the shift in accordance with CCFR Policy.

D. Cancelling Overtime

Once the need for overtime is no longer necessary per the minimum staffing requirements of the Department and an employee is assigned to work overtime, the overtime assignment may be cancelled.

~~A. Voluntary Overtime shall be scheduled in accordance with the Standard Operating Guidelines in place at the signing of this contract.~~

~~B. Overtime opportunities for employees assigned to a forty-two hour workweek will be offered first to members of the opposite crew. If members of the opposite crew are not available, overtime for coverage will be offered to employees assigned to 24 hour shifts according to SOP E.210.~~

11.5 – Management's Right to Assign Shifts and Hours of Work

Workweek schedules contained in this article take into account the impact on employees assigned to work those shifts. Management reserves the right to create and assign shifts in accordance with the management rights set out in CBJ Code, 44.10.130 (See Appendix A.).

11.6 – Forty-two hour schedule

Employees assigned to work a forty two hour schedule will normally be assigned to work three twelve-hour shifts, have four days off, work four twelve-hour shifts and have three days off. ~~and a six hour shift. Employees assigned to this schedule will be assigned to one of two work groups identified as "D" or "E" shift.~~ Employees assigned to this schedule will have a 40 hour FLSA workweek.

ARTICLE 12

TRAINING

12.1 – Training Expenses Paid for by Employer

The Employer shall pay for registration, tuition, textbooks and other course fees and materials incurred when an employee attends approved training. ~~The textbooks and materials remain the property of the Employer unless otherwise authorized by the Fire Chief.~~

12.2 – Training Schedule

The Employer will develop and maintain a list of required training for each position. The list may be modified at the Employer's sole discretion. This list will be provided to each employee prior to October 1st of each calendar year.

The Employer will schedule required training with as much notice as possible. The Employer will endeavor to post an annual training plan prior to October 1st of each calendar year that outlines required training courses.

Required training that does not require specialized instructors, texts, or resources shall be accomplished, if practical, on shift.

The Employer will attempt to provide, where practical, a means to make up required training that is missed by an employee. It is the employee's responsibility to make up the missed required training. The employer shall not incur additional overtime costs if an employee needs to make up required training that was missed due to reasons under the employee's control.

After all rounds of leave picks have been completed, the employer may utilize open leave slots to prevent overtime as a result of employee training.

12.3 – Training Required for Current Position

This section applies when the training is at the Employer's direction and is intended to provide the employee with additional skills and knowledge to maintain or improve performance in the employee's current position.

The Employer will provide the minimum number of education hours necessary to meet mandatory certification requirements required to maintain employment with the department. When practical, the said education opportunities may be completed by use of video~~-taping~~, computer-based training~~-programs~~, or in house instructors.

If the employee fails to attend required training without good cause, adverse employment action may ensue including discipline and/or a requirement to repay travel and training costs.

Nothing in this subsection should be construed as a guarantee of continued employment should an employee fail to maintain State of Alaska licensing or certification requirements.

12.4 - Employee Requested Training

This section applies when an employee wants to attend a course, seminar, workshop, correspondence course or other type of training that is not required by the Employer.–Costs paid for by the employer may include registration, tuition or other course fees. The employee will pay for textbooks and other materials that remain the property of the employee. In order for the Employer to pay for the training, the employee must make written application and enter into a repayment agreement in accordance with the Personnel Rules. When possible, requests made under this section should be made annually by January 10 to accommodate the budget process.

Overtime will not be paid for voluntary attendance at non-department mandated (employee requested training). The employee shall receive no less than their normal wage, benefits (including accrual rates) and seniority accrual rate while at approved training. The Chief or Division Chief may allow the employee to attend such training while the employee is on-duty provided that it does not interfere with department operations.

12.5 - Pay Associated with Training

Please see Article 11 Hours of Work for information about pay associated with training. See also 12.2.

ARTICLE 13

PAY RATES AND PAY DAYS

13.1 ~~13.1 -~~ Pay Schedule

Members shall be paid in accordance with the pay schedule contained in Appendix B based on agreed upon conversion terms.~~The pay schedules are contained in Appendix B and attached hereto.~~

~~A. Effective with the first day of the first pay period after ratification of this agreement, the wage associated with Firefighter EMTII, Step 6 shall be increased by 2%.~~

~~B.~~
~~Pay Schedule Structure~~

~~Effective with the first day of the first pay period on or after July 1, 2014:~~

~~1. The percentage increments between steps increments for the Training Officers and Fire Mechanic will remain unchanged from the pay scale in effect on July 1, 2013.~~

~~2. There shall be two salary ranges for Fire and EMS classifications: Firefighter and Captain. Step 6 of the Fire Captain range shall be 20% above Step 6 of the Firefighter/EMT II range ($24.08 per hour). The dollar amounts of each step shall be based on a percentage of Step 6 of each range in the following manner:~~

~~Step 1: 80% of step 6.~~
~~Step 2: 82% of step 6.~~
~~Step 3: 85% of step 6.~~
~~Step 4: 89% of step 6~~
~~Step 5: 94% of step 6.~~
~~Step 6: 100% of step 6~~
~~Step 7: 101% of step 6~~
~~Step 8: 102% of step 6.~~
~~Step 9: 103% of step 6.~~
~~Step 10: 106% of step 6~~

~~3. The range of pay for each classification shall be determined by the application of classification adjustments. The percentage increase or decrease of each adjustment will be calculated from Step 6 of the Firefighter EMT II wage in the following manner:~~

	~~Classification Adjustment~~	~~Basis~~	~~%~~
~~1.~~	~~EMT I~~	~~Per hour~~	~~-10%~~
~~2.~~	~~EMT III~~	~~Per hour~~	~~4%~~
~~3.~~	~~Paramedic~~	~~Per Hour~~	~~10%~~
~~4.~~	~~Engineer~~	~~Per Hour~~	~~10%~~

13.2 - Merit Steps

A. Merit increases are earned after a merit anniversary date is established and when a permanent employee meets the appropriate number of hours and months of continuous service and achieves an overall performance evaluation of "Acceptable" or better. Merit anniversary dates shall not change once established.

B. A permanent employee is eligible for steps 2 through 6, after 12 months of continuous service.

C. A permanent employee is eligible for steps 7~~6~~ through 13~~0~~, after 24 months of continuous service

D. A merit increase shall be automatically awarded to a permanent employee on the employee's merit anniversary date unless the employee has been notified that management has performance concerns that may adversely affect the granting of an increase.

13.3 – Promoted Employee

Employees who promote shall be placed in the new range at the step they earned in the former range. Promotion means the movement of an employee from one position to another related position in a higher classification or salary range without a break in service. For the purposes of this rule, related positions means those positions that require similar, but progressively greater, knowledge, skills and abilities in order to perform the higher level duties.

13.3.5 Probationary Period

Upon initial appointment, a promoted employee will serve a new probationary period in accordance with the Personnel Rules.

A promoted employee will serve a new probationary period in accordance with the Personnel Rules, but the promoted employee's merit anniversary date will remain unchanged. However, an employee who is promoted into a flexibility staffed job classification after serving the initial probationary period will complete probation upon completion of the preceptorship at the higher levels of the job classification series.

13.4 - Overtime

A. Except as provided in Hours of Work - Article 11, overtime shall be paid for all hours assigned or permitted to work outside the regularly scheduled hours of work. The overtime rate of pay is time and one-half (1 ½) an employee's regular hourly rate except as provided in J below.

B. Employees assigned to a thirty-seven and one-half (37 ½) hour workweek shall be entitled to overtime pay for hours worked in excess of 40 hours in a week or 12 hours in a day.

C. For Employees assigned to a fifty-six (56) hour workweek, the minimum overtime shall be for one full hour of pay when the employee is required to work beyond the end of the employee's shift. Work beyond one hour shall be paid in quarter of an hour.

D. For thirty-seven and one-half (37 ½) or forty (40) hour workweek employees, overtime shall be calculated in quarter of an hour increments.

E. The minimum call out shall be for two hours paid at the appropriate hourly rate. Employees called back to duty shall be required to remain on duty for a minimum of two hours, unless released by the Duty Officer or Fire Chief.

F. Full time, year round permanent/probationary employees required to be transported by non scheduled aircraft in the course of providing emergency services shall be paid at their appropriate rate of pay and receive professional pay in accordance with Article 13.11.

G. For pay related to training, see Hours of Work – 11.3. Also, see 12.3.

H. Emergency Call Back: Employees are authorized to respond automatically to All Call incidents and will be compensated a minimum of two hours call back per 13.4(E), or actual hours worked if the time worked exceeds two hours.

I. Employees assigned to a forty-two hour workweek shall be entitled to overtime pay for hours worked in excess of 40 hours in a week or 12 hours in a day. The minimum overtime shall be for one full hour of pay when the employee is required to work beyond the end of the employee's shift. Work beyond one hour shall be paid in quarter of an hour increments.

J. Full time, year round, permanent/probationary employees working mandatory overtime shifts to cover for a seasonal Firefighter/EMT 1 work will be paid 2x their hourly rate of pay for all hours worked in that assignment.

K. The employer will endeavor to provide overtime opportunities in an equitable fashion to bargaining unit members.

L. Probationary employees are eligible for overtime after successfully passing the EMS preceptor part of their probation for EMS and firefighting positions.

M. ~~Probationary~~ Temporary employees will be placed on the OT eligibility list in such a fashion as to allow permanent employees the first opportunity to refuse voluntary overtime assignments.

NM. Overtime will be paid within the pay period that the overtime is worked.

ON. Salaried employees are not eligible for overtime.

13.5 - Payment of Compensatory Time

Authorized overtime due and payable to an employee shall be paid as wages or as compensatory time. The preferred manner of payment shall be as wages. The Fire Chief will consider an employee's request to have overtime credited as compensatory time. An employee may be credited with compensatory time when the Fire Chief finds that the crediting of compensatory time will not result in any increased personal services hours. Compensatory time shall be credited at the rate of one and a half hours for each actual hour worked.

No compensatory time other than that earned during the period of November 21 through December 31 may remain credited to the account of an employee after the first day of the first pay period in January.

The Employer shall pay an employee at the employee's regular rate of pay for all time that is deducted from an employee's compensatory time account.

An employee's credited compensatory time may not exceed 150 hours at the beginning of any pay period.

If an employee's earned overtime posted as compensatory time at the conclusion of a pay period would cause the maximum to be exceeded, all such excess hours shall be paid as overtime wages.

Compensatory time may be taken with the prior approval of the supervisor and when the absence will not cause the Employer any additional personal services hours.

Compensatory time may not be taken in the pay period it is earned. Salaried employees are not eligible for compensatory time.

13.6 - Acting ~~Captain~~ at a Higher Range Pay

An acting in a higher range appointment may be used to fill a permanent position with a current qualified employee while the regular employee is on leave or a position is vacant. The decision to appoint an employee into acting status shall be in writing prior to acting status beginning, and shall be at the sole discretion of the Fire Chief or the Fire Chief's designee.

An employee ~~Firefighter~~ who is temporarily assigned the duties of a higher job classification ~~an Acting Captain~~for at least one shift, but not more than nine shifts, and who is qualified for the position shall be paid according to the table in 13.11.

For acting assignments of 10 shifts or more, Article 13.11 does not apply, and the qualified employee shall be paid as if they are temporarily promoted into the higher level job classification.~~,~~ M~~m~~embers on the active promotional list will receive preference regardless of shift assignment. ~~Acting assignments 9 shifts or less will be assigned to members on that station's shift with preference given to members on the active promotional list if at the same station/shift. The acting members will be approved by the Fire Chief or designee.~~
An employee who is acting in a higher range is not eligible for the higher job class rate of pay when on leave. Leave time shall not reduce the overall duration of the acting in a higher range appointment.

Overtime eligible employees who are appointed to a higher level job class in a salaried position remain eligible for overtime pay.

13.7 - Standby Pay

A. Employees assigned to monitor and respond to a pager during off duty hours are on standby duty. Employees assigned to standby duty must be immediately available for pager duty recall.

B. When the Employer assigns an employee to standby duty, that employee shall be paid three dollars and seventy-five cents ($3.75) for each hour of standby duty.

C. Standby assignments will normally be for twenty-four (24) hours.

D. If called out, the employee will be paid at the overtime rate and standby pay will cease during the call out.

E. Standby duty is not counted as hours 'worked' relative to the provisions of the Fair Labor Standards Act.

F. Employees are obligated to respond to a pager call in accordance with the provisions of Standard Operating Guideline 50.7.

G. Salaried employees are not eligible for standby pay.

13.8 - Required Court Appearance

An employee subpoenaed to testify in court as a result of their employment will be paid at the appropriate rate of pay.

The employee shall give the Employer all monies received as compensation for the court appearance.

13.9 - Payday

All employees shall be paid biweekly. The Employer shall distribute direct deposit stubs on the regularly established payday.

13.10 – Examination of Pay Records

The authorized Union Representative shall have the right to examine all payroll records pertaining to employees. The Employer may require a prior appointment.

13.11 – Professional Pays

Professional pays shall be compensated for according to the chart below. Except where noted, Professional pays will be calculated as a percentage of ~~Firefighter/EMT II~~ pay scale~~:~~ Range 790~~27~~ 727, Step 10~~6~~ 6. Professional pays added to an employee's hourly wage will be included in the employee's base rate of pay for the purposes of calculating overtime.

The Fire Chief or designee will be the sole decision maker in determining which employees are assigned work that qualifies for professional pays.

Seasonal and Temporary employees are not eligible for Professional Pays.

Salaried employees are not eligible for Professional Pays.

Professional Pay Chart

	Professional Pay	Basis	%
1.	Mechanics Certification: Fire Mechanic classification Only: Only one level may be paid.		
	1 Certificate	BWA	1%
	2 Certificates	BWA	1.5%
	3 Certificates	BWA	2%
2	Team Coordinator Pay: Technical Rescue Team, HazMat Team	BWA	2%
3.	Member, Technical Rescue Team Rope or Water	BWA	1%
4.	Member, Technical Rescue Teams: Rope and Water	BWA	1.5%
5	Member, HazMat Team	BWA	1%

6.	SCBA Technician	BWA	1%
7.	EMS Supply Coordinator	BWA	1%
8.	Associate's Degree	BWA	.5%
9.	Bachelor's Degree	BWA	1%
10.	Captain with Paramedic License	BWA	2%
11.	Engineer with Paramedic License	BWA	2%
12.	Peer Fitness Trainer	BWA	12%
13.	Volunteer Station Manager	BWA	2%
14	EMS Instructor	BWA	2%
15.	EMT III Expanded Scope	BWA	1%
~~16.~~	~~Engineer or Captain covering as primary paramedic~~Volunteer Mentor	~~AA~~BWA	2%~~2%~~
17.	Advanced Paramedic	BWA	5%
18.	Preceptor Pay	AA	5%
19.	Acting in a higher range job classification~~Captain~~	AA	5~~7~~%
20.	Engineer or Captain covering as primary paramedic	AA	2%
21~~0~~.	Medevac Flight Pay: amount calculated on bi-weekly pay (112.3 hours of Range 790727, Step 10~~6FF/EMT II~~ Step 6)	Per Flight	10%

BWA = Base Wage Adjustment
AA = As assigned

Professional Pay Definitions:

Mechanics Certification: Any employee allocated to the Fire Mechanic classification who possesses valid Emergency Vehicle Technician or Automotive Service Excellence Certificates.

Member, Technical Rescue Team Rope or Water: An employee who is a member of a Technical (water or rope) Rescue Team shall receive a 1% professional pay. An employee may earn no more than a professional pay of 1.5% if a member of both special teams.

Team Coordinator Pay: a bargaining unit member assigned to coordinate either the Water Team, Ropes Team, or Hazmat Team. A Team Coordinator shall not be eligible for member professional pay for the team in which they are coordinating.

Associate's and Bachelor's Degree Incentives: An employee who has an Associate's Degree from an accredited college will receive Associate's degree professional pay. An employee with a Bachelor's degree from an accredited college will receive Bachelor's degree professional pay. An employee may only qualify for one educational incentive.

EMT-III Expanded Scope: A Firefighter EMT III who possesses an EMT-III Expanded Scope certification may receive this professional pay.

EMS Instructor: An employee, at an EMT III level or above, who is not receiving the MICP C professional pay, who is certified as an EMS instructor and assigned EMS Instructor job duties as defined by the Chief or his designee.

Advanced Paramedic: A bargaining unit member in the Paramedic job classification and is assigned the additional responsibilities of EMT III Instructor, Preceptor, and Peer Reviewer shall receive this professional pay. If a Paramedic is receiving Advanced Paramedic professional pay, they shall not receive EMS Instructor professional pay or Preceptor professional pay. Advanced Paramedic professional pay shall be effective on October 1, 2017. A bargaining unit member receiving the Advanced Paramedic professional pay shall have one year from assignment as an Advanced Paramedic to become a certified EMS Instructor.

Volunteer Mentor: A bargaining unit member that is responsible for delivering training, monitoring compliance, and evaluating the performance, skills, and abilities of volunteers that are assigned to them.

13.12 – Step Movement for Seasonal Employees

Employees appointed to a seasonal position shall enter the pay range at Step 1A. Once an employee has successfully completed his or her preceptorship, and is authorized to conduct independent patient care to the EMT I levels specified by CCF/R protocols, the employee will be eligible for an increase to step 2.

A seasonal employee is eligible for steps 3 through 6 after the equivalent of 12 months of continuous service at the prior step and an overall performance evaluation of "Acceptable" or better.

A seasonal employee is eligible for steps 7 through 13~~10~~ after the equivalent of 24 months of continuous service at the prior step and an overall performance evaluation of "Acceptable" or better.

13.13 – End of Season Bonus

Seasonal employees who complete at least eighteen (18) weeks of service and who work until the end of the season, shall be eligible for a lump sum bonus equal to $16.00 for each full work week completed.

13.14 – Paramedic Retention Bonus

A bargaining unit member who is employed in a paramedic position shall be eligible for a one-time lump sum payment of $25,000, in the manner described in this article, upon successful completion of the probationary period. To receive the paramedic retention bonus, the paramedic must sign a written agreement on an Employer provided form requiring pro-rated repayment according to the schedule set forth in this article if the paramedic resigns, is separated for cause, or takes a position in a different job classification where a paramedic certification is not required ~~during~~ the repayment period. The repayment schedule is as follows:

(a) 100% if service in the paramedic job class is less than 12 months;
(b) 80% if service in the paramedic job class is 12 months or greater but less than 24 months;
(c) 60% if permanent service in the paramedic job class is 24 months or greater but less than 36 months;
(d) 40% if service in the paramedic job class is 36 months or greater but less than 48 months;
(e) 20% if service in the paramedic job class is 48 months or greater but less than 60 months.

"Service in the paramedic job class" for the purposes of this article is defined as service time after completing probation.

There shall be no more than three (3) paramedic retention bonus payments issued in a fiscal year. However, in fiscal year 2019, there shall be no more than four (4) paramedic retention bonus payments issued.

If there are more than the maximum number of paramedics eligible for a paramedic retention bonus in a fiscal year, seniority with CCFR will be considered in determining paramedic eligibility. Prior to March 15 of each year, the employer will present to the Union a list, in order of seniority, of employed paramedics who may become eligible for the paramedic retention bonus in the next fiscal year. Prior to March 31 of each year, the employer will contact the three most senior paramedics who may become eligible for a paramedic retention bonus in the next fiscal year and request a response by April 30 regarding intent to enter into an agreement to obtain a paramedic retention bonus. Based on the responses regarding intent received by the employer, the Employer will provide the union a preliminary list of those who will have the option of entering into an agreement to receive a paramedic retention bonus in the next fiscal year by May 31 of each year. If at any time, a more senior paramedic declines to enter into an agreement for a paramedic retention bonus or is not eligible for another reason, the next most senior paramedic will be provided the opportunity to express intent to enter into such agreement or enter in to such agreement, if eligible. If a paramedic turns down the opportunity to enter into an agreement to receive a paramedic retention bonus, that paramedic shall remain on the eligibility list to be considered in the next fiscal year.

ARTICLE 14

HOLIDAYS

14.1 - Unit Members Not Receiving Holidays

All permanent and probationary employees assigned to a 56 hour duty schedule do not receive holidays in either pay or time off; thus 14.2 through 14.5 of this Article do not apply to them. Instead, their leave accrual is increased; under the provisions of 15.1(B).

14.2 - Holidays

For employees working a 37.5 or 40 hour work week, the following days are recognized as holidays:

A. the first of January, known as New Year's Day
B. the third Monday in January, known as Martin Luther King Jr.'s Birthday
C. the third Monday in February, known as President's Day
D. the last Monday in March, known as Seward's Day
E. the last Monday in May, known as Memorial Day
F. the fourth day of July, known as Independence Day
G. the first Monday in September, known as Labor Day
H. the 18th of October, known as Alaska Day
I. the 11th of November, known as Veteran's Day
J. the fourth Thursday in November, known as Thanksgiving
K. the day after Thanksgiving
L. the 25th day of December, known as Christmas Day
M. every day designated as a holiday by proclamation or resolution by the Assembly of the City and Borough of Juneau.

Seasonal employees are required to work on holidays. Seasonal employees will receive 12 hours of credited leave for each holiday worked.

14.3 – Alternate Day

If a permanent or probationary hourly employee with a regular work schedule of 37.5 or 40 hours per week volunteers to work on an established holiday, an alternate day agreed to by the employee and the Employer within the week preceding or following the holiday shall be that employee's holiday.

If any of the established holidays falls on an employee's day off, an alternative day within the week preceding or following the holiday as designated by the Employer shall be that employee's holiday.

14.4 – Holiday Pay

Permanent and probationary employees with a regular work schedule of 37.5 hours per week shall be paid for 7.5 hours for each holiday provided the employee was on duty or paid leave the work day immediately preceding the holiday and the work day immediately following the holiday.

Permanent and probationary employees with a regular work schedule of 40 hours per week shall be paid for 8.0 hours for each holiday provided the employee was on duty or paid leave the work day immediately preceding the holiday and the work day immediately following the holiday.

ARTICLE 15

LEAVE

15.1 – Accrual Rates

A. A permanent or probationary employee occupying a position allocated to a 37.5 hour work week shall accrue personal leave at the rate of:

1. Six and one tenth hours for each full biweekly period of work for employees with less than one year of service;
2. Seven hours for each full biweekly period of work for employees with one but less than two years of service;
3. Seven and eight tenths hours for each full biweekly period of work for employees with two but less than five years of service;
4. Eight and seven tenths hours for each full biweekly period of work for employees with five but less than ten years of service;
5. Ten and four tenths hours for each full biweekly period of work for employees with ten years or more of service.

B. Permanent and probationary employees assigned to a 40 hour work week shall accrue personal leave at the rate of:

1. Six and five tenth hours for each full biweekly period or work for employees with less than one year of service;
2. Seven and four tenths hours for each full biweekly period or work for employees with one but less than two years or service;
3. Eight and three tenths hours for each full biweekly period of work for employees with two but less than five years of service;
4. Nine and three tenths hours for each full biweekly period of work for employees with five but less than ten years of service;

5. Eleven and one tenth hours for each full biweekly period of work for employees with ten or more years of service.

C. Full time employees who are paid a salary accrue personal leave at the rate of:

1. .81 of a day for each full biweekly pay period of work for employees with less than one year of service;

2. .93 of a day for each full biweekly pay period of work for employees with one but less than two years of service;

3. 1.04 of a day for each full biweekly pay period of work for employees with two but less than five years of service;

4. 1.16 of a day for each full biweekly pay period of work for employees with five but less than ten years of service

5. 1.39 of a day for each full biweekly pay period of work for employees with ten years or more of service.

D~~C~~. Except as provided for in 15.1 (E), the personal leave accrual rates provided in this section recognize that, for all employees occupying Fire Captain, Firefighter/Paramedic, Engineer, and Firefighter/EMT positions, there are no holidays. The established accrual rates provide for the equivalent of twelve paid holidays. Permanent and probationary employees regularly assigned to a schedule of 24 consecutive duty hours followed by 48 consecutive non-duty hours shall accrue personal leave at the rate of:

1. 14.2 hours for each full biweekly pay period of duty for employees with less than one year of service;

2. 15.5 hours for each full biweekly pay period of duty for employees with one but less than two years of service;

3. 16.8 hours for each full biweekly pay period of duty for employees with two but less than five years of service;

4. 18.1 hours for each full biweekly pay period of duty for employees with five but less than ten years of service;

5. 20.7 hours for each full biweekly pay period of duty for employees with ten years or more of service.

E~~D~~. Fire Captains and Firefighter/Paramedics shall accrue an additional .92 hours for each full biweekly pay period of duty owing to the current minimum staffing requirements for these positions. Should the Employer discontinue the minimum staffing requirement, leave accrual will revert to that listed in Subsection b.

F~~E,~~ Seasonal and Long Term Temporary employees working a 42 hour work week shall accrue four hours of personal leave for each full biweekly period of work. There shall be no leave accrual during partial pay periods worked. Personal leave accrual shall be prorated for pay periods where the employee has authorized leave without pay.

G~~F~~. Long Term Temporary employees working a 56 hour work week shall accrue leave according to the provisions of 15.1 (B)(1).

15.2 – Unauthorized Leave

There is no accrual of leave for any pay period during which an employee is absent without approved leave.

15.3 – Leave Anniversary Date

Changes in the rate of accrual as provided in 15.1 shall take effect on the first day of the pay period immediately following the date on which the employee completes the prescribed period of service. This date shall be referred to as the leave anniversary date.

15.4 – Minimum Use

Each employee shall take not less than one third of the leave accrued during the period beginning with the first day of the first pay period in January and ending with the last day of the pay period occurring fifty-two weeks later.

An employee shall be exempt from the minimum use requirement to the extent that such use would cause the employee's personal leave balance to be less than 348 hours (for 24/48 hour regular duty shifts) or thirty days (for 37.5 hour workweeks). Cash in and transfer of leave is not counted towards minimum leave use.

15.5 – Maximum Accrual

For employees who work a 37.5-hour workweek, leave accrued but not used shall accumulate to a maximum of not more than one hundred and eighty seven and one half days on the first day of the first pay period in January. Leave in excess of one hundred and eight seven and one half days (1406 hours) shall be paid to the employee at the employee's regular rate of pay.

For employees who work a 40-hour workweek, leave accrued but not used shall accumulate to a maximum of not more than one hundred and eighty seven and one half days on the first day of the first pay period in January. Leave in excess of one hundred and eight seven and one half days (1500 hours) shall be paid to the employee at the employee's regular rate of pay..

For employees in positions working a 24/48-hour duty schedule, leave accrued but not used shall accumulate to a maximum of not more than two thousand hours (2000 hours) on the first day of the first pay period in January. Leave in excess of two thousand hours (2000 hours) shall be paid to the employee at the employee's regular rate of pay

15.6 – Scheduling Leave

It is a mutual responsibility of the employee and the Department to schedule leave so that an employee has the opportunity to take the required minimum amount of leave and any leave that will exceed the maximum amount listed in 15.5. Leave will be scheduled in accordance with current Department policy and selection shall be made on the basis of seniority. The Department will attempt to give at least 30 days notice to the Union prior to changing the Department leave policy. The Department will attempt, in so far as staffing is available, to provide for two slots of leave per shift throughout the year.

15.7 – Required Taking of Leave

The Fire Chief, or his designee, may at any time direct an employee to take accrued leave when such action is necessary to assure that the employee takes the minimum use required.

15.8 – Transfer of Leave

The Manager may allow an employee to transfer leave to another person under the following conditions:

A. The recipient must either be:

1. an employee who is absent for a family/medical leave reason and is on Leave Without Pay, or
2. a family member of a deceased employee, or
3. an employee who is absent due to the death of an immediate family member and is on Leave Without Pay.

B. The donor employee must have a remaining personal leave balance of not less than 134.4 hours for 24/48 hour shift employees, or twelve days, (90 hours) in the case of the 37.5 hour per week position, (96 hours) in the case of a 40 hour per week position.

C. The donation is restricted to a maximum of:

1. thirty days (225/240 hours) or fifty percent of the employee's accrued personal leave, whichever is less, for 37.5 or 40 hour per week positions, or

2. 336 hours or fifty percent of accrued personal leave, whichever is less, for 24/48-hour work schedule positions.

D. All future rights to compensation for such transferred leave used by the recipient are waived by the donor. Unused donated leave shall be returned to the donor.

E. Personal leave donated for use by another employee may not be credited toward the donor's minimum leave use requirement.

F. Personal leave donated to another employee shall be given a cash value by multiplying the number of hours donated by the regular pay rate of the donor. This cash value shall then be divided by the regular hourly rate of the recipient and the recipient's medical leave bank shall be credited with that number of hours which are a result of the calculations.

G. Medical leave may not be transferred to personal leave or be credited to any employee other than the employee who earned such leave.

15.9 – Scheduled Use of Personal Leave

An employee may take personal leave at any time that business permits with the prior approval of the Fire Chief, or his designee, in accordance with current Department policy.

~~The scheduling of leave shall be in accordance with the Standard Operating Guidelines (E.220) in effect upon the signing of this agreement.~~

15.10 – Unscheduled Use of Personal Leave

An employee may take personal leave for medical reasons when the Fire Chief, or the Chief's designee, is satisfied that the employee is sick or disabled to the extent that the employee cannot attend to the employee's regular duties. The employee shall promptly notify the relevant supervisor or Fire Chief when taking unscheduled personal leave.

An employee shall take personal leave for medical reasons when the employee's presence on the job would jeopardize the health of the employee or fellow employees.

An employee may take personal leave for medical reasons when illness or disability of a member of the employee's immediate family requires the attendance of the employee. For the purpose of this section, "immediate family" is defined as spouse (as defined in the Family/Medical Leave Policy), child, father, mother, sister or brother in full, half, step or foster relation; mother-in-law and father-in-law, grandparents and grandchildren.

An employee may take up to fourteen continuous calendar days of unscheduled personal leave because of the death of a member of the employee's immediate family.

The Fire Chief, or the Chief's designee, may require a physician's statement or other acceptable proof that an employee's condition meets the requirements of this section before authorizing the use of personal leave.

15.11 – Effect of Workers' Compensation

Workers' Compensation payments shall be deducted from any personal leave or medical leave payments made to an employee so that the total compensation received by the employee does not exceed that employee's regular salary. In such instances the amount of leave charged the employee shall be reduced to equal the leave compensation paid.

15.12 – Leave Without Pay

A. An employee who has been employed full time for the previous 26 weeks may be granted leave without pay provided the employee has no accrued personal leave and the granting of leave without pay does not cause any hardships to the CBJ beyond the benefits to be gained by granting leave.

B. Leave without pay in excess of 152 hours (for employees with a 24/48 hour duty schedule) or twenty days (for employees working a 37.5 or 40 hour workweek) in a calendar year must be approved by the City Manager unless it is for reasons related to Family/Medical Leave.

C. An employee who has been employed for the previous 26 weeks and has no accrued personal leave will be granted leave without pay for Family/Medical Leave reasons. (See 15.14.)

D. An employee who is paid a salary and who has no accrued personal leave will be advanced personal leave in increments of less than one day to prevent being charged leave without pay for less than one day. The maximum personal leave indebtedness for an employee who is paid a salary is two days.

15.13 – Family/Medical Leave

Administrative Policy 08-03R on Family Medical Leave, or it's successor policy(ies) applies to this Agreement. ~~Administrative Policy 08-03R is attached to this Agreement as Appendix C and incorporated by this reference.~~

15.14 – Cancellation of Authorized Leave Without Pay

In those instances that an employee was granted leave without pay for a specific purpose and the Employer finds that the employee is using the leave for purposes other than those specified at the time of approval the leave may be canceled by the Fire Chief. Such cancellation shall be in writing and delivered to the employee or mailed to the employee's last known address. Improper use of authorized leave may result in disciplinary action.

15.15 – Effect of Leave Without Pay

During any pay period that an employee is charged with leave without pay, that employee shall accrue personal leave and other benefits on a prorated basis the same as a part time employee.

The leave anniversary date and the merit anniversary date of an employee shall be set forward one pay period for each leave of absence without pay covering a full pay period and for each accumulation of 257.3 hours (for employees on a 24/48 hour duty schedule) or 10 days (for employees with a 37.5 or 40 hour workweek) of leave without pay in any calendar year.

Ten days equates to 75 hours for an employee working 37.5 hours per week, and 80 hours for an employee working 40 hours per week.

15.16 – Court Leave

An employee who is called to serve as a juror shall be entitled to court leave.

The Fire Chief may place an employee on temporary assignment for the length of the court leave period.

An employee who is placed on authorized court leave shall give the Employer all monies received from the court as compensation for services and the employee shall be paid at the employee's regular rate of pay while on court leave. The employee will be paid court leave on the employee's regularly scheduled workdays for the time the employee's presence is required by the court or the length of the shift, whichever is less. Employees are expected to return to shift after court service is completed for the day unless the employee has been placed on a temporary assignment schedule.

Court leave shall be supported by written documents such as the subpoena or the Court Clerk's Statement of Attendance.

15.17 – Military and Emergency Service Leave

A permanent or probationary employee shall be entitled to serve on active duty in the United States uniformed services and is entitled to the reemployment benefits granted under the Uniformed Services Employment Reemployment Rights Act (USERRA).

An employee who is a member of a reserve component of the United States Armed Forces is entitled to a leave of absence without loss of pay for that time during which he or she is ordered to training duty, as distinguished from active duty, or for field exercises, for instruction with troops or when under direct military control for search and rescue missions..

An employee who is a member of an auxiliary or rescue component of the United States armed forces or a federal, state, or local emergency services organization may be granted emergency service leave with pay for the performance of fire suppression, search, rescue or similar emergency missions under direct military, federal, state or CBJ control.

Due to the minimum staffing requirements, prior arrangements must be made in accordance with the Department's leave scheduling policy.

In any calendar year, the total amount of paid military and emergency service leave for an employee may not exceed 184.8 hours for employees with a 24/48 hour duty schedule; or 123.8 hours for employees with a 37.5 hour workweek; or 132.0 hours for employees with a 40 hour workweek.

15.18 – Personal Leave on Separation

An employee who is separated from employment shall receive within thirty days of separation leave in the form of a lump sum payment for the number of hours of accrued personal leave credited to the employee at the time of separation.

An employee who separates from employment while in a temporary assignment to a different work schedule shall have all accrued personal leave cashed out at the rate of pay assigned to the employee's regular work schedule.

If a separated employee is reemployed prior to the expiration of the number of working hours paid as leave on separation, that employee shall refund an amount equal to the compensation covering the period between the date of re-employment and the expiration of said leave. The leave represented by such refund shall be re-credited to the employee.

15.19 – Parent-Teacher Conference Leave

A parent or guardian of a student enrolled in a school or a licensed day care facility within the City and Borough may apply for a maximum of 1.5 hours leave to attend a conference with that child's teacher. Such leave will be without loss of pay, and may be granted no more than twice in a single school year to the same employee for conference regarding the same child. An employee must get written approval in advance for parent-teacher conference leave. A supervisor may grant parent-teacher conference leave only if that leave can be accommodated without imposing added costs, inefficiencies in the work place, or reduce staffing below minimum levels. Supervisors shall make every reasonable effort to accommodate parent-teacher conference leave.

15.20 – Personal Leave Cash In

A An employee may cash in personal leave if the following requirements are met:

1) the employee's leave balance after the cash-in is not less than 21 days;
2) the leave cash-in does not exceed the equivalent of 15 work days per calendar year; and
3) the leave cash-in request is for a minimum of 5 days.

B 21 days is equal to:

1) 157.5 hours for an employee assigned to a 37.5 hour work week
2) 168 hours for an employee assigned to a 40 hour work week
3) 236 hours for an employee assigned to a 24/48 hour duty cycle

C 15 days is equal to:
1) 112.5 hours for an employee assigned to a 37.5 hour work week
2) 120 hours for an employee assigned to a 40 hour work week
3) 168 hours for an employee assigned to a 24/48 hour duty cycle

D Administration.

1 Application for personal leave cash-in shall be made in writing to the Payroll Supervisor.
2. Leave cash-in will be included in the employee's regular payroll check.
3. A request for leave cash-in must be received no later than the last Friday of the pay period if the leave cash in is to be included in the paycheck for that pay period.
4 The equivalencies established in subsection A shall be proportionately reduced for an employee assigned to work less than a full time schedule.
5 The personal leave cash-in does not count toward minimum leave use requirements.

E An employee may cash in personal leave as necessary and without regard to the limitations in subsection A in order to purchase health insurance through the employer while on leave without pay.

15.21 – Leave While on Temporary Assignment

Employees who take leave while on a temporary assignment to a different work schedule will have their leave calculated as if they were working their normal schedule based on the following ratios:

A. An employee who normally works a 56-hour per week schedule, and who is temporarily assigned to a 37.5 hour work week, will have their leave calculated by multiplying the number of hours of leave taken by 1.5.

B. An employee who normally works a 37.5-hour per week schedule, who is temporarily assigned to a 56-hour per week schedule, will have their leave calculated by multiplying the number of hours of leave taken by .67.

15.22 – Seasonal Leave

A. A seasonal employee will receive the cash value of his or her personal leave at the end of the season and be placed in leave without pay status until the work season resumes.

B. A seasonal employee may retrain a leave balance not to exceed 42 hours if the employee so requests prior to the end of the work season.

ARTICLE 16

HEALTH BENEFITS AND EMPLOYEE WELLNESS

The parties agree that it is of mutual benefit to have employees who are physically fit and able to safely perform the essential duties required for their positions.

16.1 - Employer Contribution

A. Tiered Health Care Program

Beginning January 1, 2004, the employer began providing a tiered benefits program for the provision of health insurance. Eligible employees pay, by payroll deduction, any difference between the Employer's contribution and the amount required to provide the coverage elected by the employee under the tiered benefits program.

B. Employer Contribution Amounts

(1) Effective July 1, 2019~~6~~, the employer's contribution rate shall be $~~1260~~1325.00 per month per full-time, eligible employee.

(2) Effective July 1, 2020~~17~~, the employer's contribution rate shall be ~~up to~~ $139~~26~~0.00 per month per full-time, eligible employee.

(3) Effective July 1, 2021~~18~~, the employer's contribution rate shall be up to $14~~26~~0.00 per month per full-time, eligible employee.

C. Healthy Reward Premium Offset

Employees who meet the criteria for the Healthy Rewards program will receive up to an additional $50.00 per pay period reduction in their health insurance premium contribution rate. Participation will be tracked on a plan year basis and the premium reduction will be effective the next plan year. For example, participation in plan year 2015-2016 would result in a premium reduction for plan year 2016-2017.

16.2 – Benefit Levels

A. The eligibility of the employees and their dependents for coverage and the precise benefits to be provided shall be as set forth in the ~~three-~~tiered insurance benefit plan written and maintained by the City and Borough for that purpose.

B. The Employer shall provide written notice to the Union of changes to the level of health insurance benefits at least sixty (60) days prior to implementation.

16.3 – Termination of Benefits

A. When an employee goes into Leave Without Pay or leaves employment due to termination, resignation or lay off, health insurance coverage ends at 12:01 a.m. on the day following the last day of pay status.

B. When an employee is on Leave Without Pay while on Family/Medical leave, the provisions of the Family/Medical Leave policy apply and the employee pays the contribution amount the same as if they were working.

16.4 - Cost Containment

The Union states and affirms that they will continue to work with the Employer to effectively contain health benefit costs through encouraging proper utilization of the program and continued support of the Wellness Program.

16.5 - Health Committee

The parties will participate in a Health Committee, which will be made up of, representatives who are representative of those who participate in the health insurance plan. The union shall have one member on the committee. The Committee will meet at least quarterly to review progress of cost containment efforts, review the administrative company's performance and offer suggestions regarding other options concerning employee health insurance. The Committee will develop checks and balances on plan adjustments to guarantee that the relative cost and value of the tiers are maintained. This Committee may also develop, implement and evaluate Wellness Program activities and services and review the effectiveness of the Employee Assistance Program. The Health Committee will review the health benefit costs at its quarterly meetings and make recommendations to the parties that address increased costs.

16.6 - Wellness Program

The employer shall pay not less than $12.80 per full time employee per month to fund the "Health Yourself" Wellness Program.

ARTICLE 17

RETIREMENT

The Employer will not seek to modify the existing Public Employees Retirement System Participation Agreement between the Employer and the State of Alaska in any manner which removes employees represented by IAFF, Local 4303, from the Public Employees Retirement System.

ARTICLE 18

GRIEVANCE and COMPLAINT PROCEDURE

18.1 - Exclusive Remedy

This procedure shall be the sole and exclusive means of settling disputes and disagreements between the parties.

18.2 - Grievance Defined

A "grievance" shall be defined as any controversy or dispute involving the application or interpretation of the terms of this Agreement arising between the Employer and the Union.

This procedure shall not be available to probationary employees in any case involving demotion, suspension or dismissal.

A letter of reprimand is not subject to the grievance procedures under this Article. However, an employee may submit a rebuttal memorandum to a letter of reprimand, which shall be attached to it when it is placed in the employee's personnel file.

18.3 – Grievance Procedural Steps

All grievances shall be processed on the grievance forms provided by the Employer. A grievance form is attached to this contract as "Appendix D~~E~~."

Grievances arising over the suspension, demotion or dismissal of a bargaining unit member shall be filed directly at Step 2 and must be filed within 14 days of the disciplinary action.

Class action grievances shall be defined as grievances affecting more than one bargaining unit member. Class action grievances shall be filed directly at Step 2.

Grievances brought by the Employer shall be filed upon the Union with the Union Representative, of whose identity the Union will keep the Employer apprised on a periodic basis.

Should the Employer not comply with the time limits specified in this Article, the grievant may immediately refer the grievance to the next higher step. Failure of the grievant to comply with the time limits will result in the waiver of the grievance.

The parties shall first attempt to resolve their disputes informally. If this method is unsuccessful, the following steps shall be followed in processing grievances:

Step 1 - A grievance shall be initiated by the grievant submitting the grievance on the grievance form to the grievant's first level of supervision outside the bargaining unit within 30 days of the act which gives rise to the grievance. The supervisor shall discuss the grievance with the grievant and provide a written response within 7 days.

Step 2 – If resolution is not reached at Step 1, the Union may submit the grievance to the Fire Chief within 7 days of the supervisor's response or the date the response was due, whichever is earlier. Within 7 days the Fire Chief shall meet with the grievant and his/her union representative to discuss the grievance and shall provide a written response within 7 days of the meeting.

Step 3 – If resolution is not reached at Step 2, the Union may submit the grievance to the City Manager within 7 days of the Fire Chief's response or the date the response was due, whichever is earlier. The parties may meet if both parties believe it would be mutually beneficial. Within 14 days of filing Step 3 grievance, the City Manager shall provide a written response.

Step 4 – If resolution is not reached at Step 3, the Union may submit the grievance to arbitration in the following manner: Within 21 days of receipt of the City Manager's response at Step 3 or the date the response was due, whichever is earlier, the Union shall deliver to the City Manager a written demand for arbitration. Within 7 days, the Union and the Human Resources Director shall meet in an effort to select an arbitrator. If an arbitrator has not been agreed upon within 7 days thereafter, the parties shall jointly contact the U.S. Federal Mediation and Conciliation Service (USFMCS) or the American Arbitration Association (AAA) to request the names of eleven qualified arbitrators. The parties shall then proceed alternately to strike names from the list until one name remains and that person shall become the arbitrator. The arbitration shall commence at a location within the City and Borough of Juneau at a time selected by the arbitrator and agreed upon by the parties.

The arbitrator will hear only matters regarding the application or interpretation of a specific article of this Agreement or a claim that an article or articles have been violated. The arbitrator shall have the power to return a grievant to employee status with or without the restoration of back pay or mitigate the penalty as equity suggests under the facts. The arbitrator shall have no authority to rule contrary to, expand upon, or eliminate any of the terms of this Agreement nor to award damages which are punitive in nature. Within 30 days of the completion of the hearing, the arbitrator shall provide the parties with written findings of fact and conclusions of law, if any, and the complete rationale for any award. The decision of the arbitrator shall be final and binding upon the parties.

Each party shall bear its own expenses associated with the arbitration. The arbitrator shall assign his/her fees and expenses to the losing party, i.e., either to the Union or to the Employer, and if there is no losing party, the fees and expenses shall be born equally between the parties.

18.4 – Complaint Defined

A "complaint" is defined as: (1) any controversy, dispute or disagreement arising between the Union or an employee(s) and the Employer that does not concern the application or interpretation of the terms of this agreement. Such matters are not included in the definition of grievance as set out in this article.

18.54 – Complaint Procedural Steps

The following shall be the sole means of settling complaints.

All complaints shall be processed on the complaint forms provided by the Employer. A complaint form is attached to this contract as "Appendix D."

Class action complaints shall be defined as complaints affecting more than one bargaining unit member. Class action complaints shall be filed directly at Step 2.

Should the Employer not comply with the time limits specified in this Article, the Union may immediately refer the complaint to the next higher step. Failure of the Union to comply with the time limits will result in the waiver of the complaint.

The complaint will state the facts from which it arises, the rules, procedures or conditions which should be considered and the remedy requested. Adjustments to complaints shall not conflict with this agreement or applicable written policies, laws or regulations.

The parties shall first attempt to resolve their disputes informally. If this method is unsuccessful, the following steps shall be followed in processing complaints:

Step 1 - A complaint shall be initiated by the complainant submitting the complaint on the complaint form to the complainant's first level of supervision outside the bargaining unit within 30 days of the act or inaction which gives rise to the complaint. The supervisor shall discuss the complaint with the complainant and provide a written response within 7 days.

Step 2 – If resolution is not reached at Step 1, the Union may submit the complaint to the Fire Chief within 7 days of the supervisor's response or the date the response was due, whichever is earlier. Within 7 days the Fire Chief shall meet with the complainant and his/her union representative to discuss the complaint and shall provide a written response within 7 days of the meeting.

Step 3 – If resolution is not reached at Step 2, the Union may submit the complaint to the City Manager within 7 days of the Fire Chief's response or the date the response was due, whichever is earlier. The parties may meet if both parties believe it would be mutually beneficial. Within 14 days of filing Step 3 complaint, the City Manager shall provide a written response. The decision of the City Manager is final and shall conclude the complaint appeal.

18.64 – Days Defined

"Days" is defined as calendar days.

18.75 – Extension of Time

The time limits herein stated may be extended by written agreement between the parties.

ARTICLE 19

PERSONNEL RULES

19.1 – Continuation

Those Personnel Rules within the scope of bargainable issues that are not replaced by this Agreement and that were in effect on the date this Agreement was signed shall continue in full force and effect for the duration of this Agreement and shall apply to this Agreement. See 19.2 of this Article and Appendix D to this Agreement.

19.2 – Application of Personnel Rules

A chart summarizing the applicability of the Personnel Rules to this Agreement is attached to this Agreement as Appendix D and incorporated herein by this reference.

19.3 – Letter of Agreement

This article does not preclude the parties from executing a "Letter of Agreement" to incorporate any changes, amendments or deletions to those Personnel Rules within the scope of bargainable issues when such changes, amendments or deletions occur after the signing of this Agreement.

ARTICLE 20

PROMOTIONS, SPECIAL TEAM APPOINTMENTS & VOLUNTARY DEMOTIONS

20.1 – Promotional Testing

For the purposes of establishing a promotional list for positions in the bargaining unit, the employer agrees to conduct a testing process, at a minimum of, every two years. The date of the test will be announced at least thirty (30) days in advance if study materials have remained unchanged since the last promotional testing. If the study materials have changed, the date of the test will be announced at least 90 days in advance. In addition, the employer agrees to include in the posting the weights of the scoring for each category of testing. The number of years of experience as a firefighter, and the number of years of experience working for CCFR shall be considered in the overall score.

The Employer will initially post the promotional testing opportunity for applicants who are permanent full time CCFR employees. After the promotional testing process is concluded, if there are no internal applicants who passed the promotional testing process, the job posting may be re-posted to include applicants outside of the CCFR.

20.2 – Special Teams Appointment

~~When a vacancy occurs on a special team, the Employer agrees to post such a vacancy with the following: desirable qualifications, application deadline, interview date, and appointment announcement date. The employer will provide a job description for each special team assignment, to include what is required to remain "active" on the team. Special team assignments include, but are not limited to: Rope Rescue, Water Rescue, Hazmat, and Medevac.~~

An employee who joins a special team must remain active on that team for a minimum period of 24 months. A special team propay will take effect the beginning of the pay period following the approval of the team coordinator. Special team members who resign from a team must present a signed and dated letter of resignation to the Fire Chief. The Fire Chief may waive notice and service requirements for circumstances outside of the employee's control.

Employees serving on a special team assignment on the effective date of this contract shall not be held to the 24 month minimum period of service.

20.3 – Voluntary Demotions

A bargaining unit member who promotes to the position of Captain may, at his or her discretion, demote back to his or her previous classification. Such demotion shall be considered voluntary, and the provisions of 10 PR 055 shall apply.

A bargaining unit member who promotes to Captain and does not satisfactorily complete his or her probationary period, shall be demoted back to the job classification he or she held prior to the promotion. Such demotion shall be considered involuntary and the provisions of 10 PR 050 shall apply.

A bargaining unit member who is not a Captain may request a demotion through the provisions of 10 PR 055.

Employees may resign voluntarily from special teams and will only forfeit professional pay associated with the assignment if applicable.

ARTICLE 21

BARGAINING UNIT SENIORITY

21.1 – Bargaining Unit Seniority

A) The employees shall begin accumulating bargaining unit seniority the day of hire, following the provisions below. ~~they become a dues-paying member.~~ It will be the responsibility of the bargaining unit, with assistance from administrative staff and the Human Resources department, to maintain the current seniority list, as agreed upon by this contract.

1) Year-round permanent employees who are members of the bargaining unit shall accumulate seniority continuously so long as they do no enter into a period of leave or layoff greater than 2 years.

2) Seasonal employees who are members of the bargaining unit shall only accumulate seniority during their regularly scheduled seasonal work months.

3) Long-term temporary employees shall accumulate bargaining unit seniority only for regularly scheduled hours worked~~ in which they are dues-paying members~~.

B) In the event that two or more employees have the same seniority start date, their seniority will be determined by their ranking based on final scores from the testing process. Should a tie exist between a seasonal employee and any employee in permanent status, seniority will be granted to the permanent member. Should a tie exist between a permanent seasonal employee and a long-term temporary employee, seniority will be granted to the permanent seasonal member.

21.2 – Impact of Seniority

Bargaining unit seniority has no impact except as provided in this Agreement.

21.3 – Termination of Seniority

A) Seniority shall be terminated upon:

1) resignation;

2) layoff for a period of two (2) years or more;

3) failure of the Member to report for duty within thirty (30) days after notification of a recall from layoff;

4) abandonment of position (failure to report within three (3) days of scheduled duty); or

5) dismissal.

B) Seniority shall not be interrupted by:

1) periods of leave or layoff for a period of less than two (2) years;

2) absence due to an on-the-job injury;

3) active military duty when recall for such duty is beyond the control of the Member; or

4) retirement disability up to three (3) years.

21.4 – Retention of Seniority

An employee promoted or assigned to a position outside those job classifications represented by the IAFF Local 4303 who remains within the Fire Department is entitled to a one-year period of absence from the bargaining unit without loss of seniority. Bargaining unit seniority is frozen at a level attained upon departure from the unit position and does not accrue during the promoted or reassigned employee's one (1) year period of absence.

21.5 – Application of Seniority

A) It is recognized that the Employer has the sole and exclusive right to determine hours of work, develop work schedules and assign employees to work schedules.

C) Bargaining unit seniority shall be principally applied in annual leave selection procedures and assignment of overtime.

D) The employer shall endeavor to ascertain employee preferences when making station assignments. Should the employer determine that more than one employee could be assigned at either station, the employer affirms that they will give consideration to bargaining unit seniority in applying the employee's stated station preference.

ARTICLE 22

~~PRINTING~~ PUBLISHING OF AGREEMENT

The parties agree that an Employer representative and a Union representative will meet and agree on the format, size and specifications of the Agreement to be ~~printed~~published online. The Employer shall be responsible for arranging for the ~~printing~~ online publishing of the Agreement. ~~The parties will designate the number of copies of the Agreement each desires and each party will be responsible for the cost required for printing that number of copies~~.

ARTICLE 23

SUBORDINATION AND SAVING OF AGREEMENT

23.1 – Subordination

The Employer and the Union mutually agree that this Agreement shall in all aspects comply with and be subordinate to federal laws, state laws and ordinances of the City and Borough of Juneau.

23.2 – Savings

If an Article or part of an Article should be found by a court of competent jurisdiction or by mutual agreement between the Employer and the Union to be in violation of any federal law, state law or City and Borough of Juneau ordinance, the remaining Articles and provisions of this Agreement remain in full force and effect.

23.3 – Replacement

The parties shall meet immediately for the purpose of negotiating a satisfactory replacement for any provision of this Agreement found in violation of law.

ARTICLE 24

CONCLUSION OF BARGAINING

This Agreement is the entire Agreement between the Employer and the Union. The parties acknowledge that they have fully bargained on all subjects not removed by law and have settled them for the duration of this Agreement. This Agreement terminates all prior agreements, written and oral understanding; and, concludes all collective bargaining for the duration of this Agreement.

Prior to enacting any change in the terms and conditions of employment as established by a specific provision of this Agreement the Employer shall obtain the approval of the Union in the form of a Letter of Agreement.

ARTICLE 25

DURATION OF AGREEMENT

25.1 – Effective Dates

Except as specifically provided otherwise, this Agreement becomes effective on July 1, 2019~~the date of signing.~~

~~This Agreement~~and shall remain in effect through June 30, 2022.~~19~~

~~Either party may request to reopen the provisions of Articles 13 (Pay Rates and Pay Days), 15 (Leave) or 16 (Health Benefits and Employee Wellness) for the purposes of an economic~~

~~reopener for FY 2019. Notice of the intent to open must be made to the other party by November 15, 2017.~~

25.2 – Renewal

Either party may give written notice on September 15, 2021~~18~~ or anytime thereafter, of its decision to negotiate a successor agreement.

This Agreement is executed on this _____day ~~18th~~ of ~~September~~____________, 2019~~7~~ by the duly authorized agents and representatives of the parties hereto, at Juneau, Alaska.

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 4303, AFL-CIO:

Signature on file
Travis Wolfe, President

IAFF Negotiation Team:

Signature on file
John Adams, Vice President

Signature on file
Logan Balstad, Secretary

Signature on file
Cheyenne Sanchez, Steward

THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Signature on file
Duncan Rorie Watt
City Manager

CBJ Negotiation Team:

Signature on file
Dallas Hargrave
Chief Spokesperson

Signature on file
Rich Etheridge
Fire Chief

Signature on file
Chad Cameron
Assistant Fire Chief

Signature on file
Dan Jager
Fire Marshal

Signature on file
Shannon McCain~~Ely~~

Note Taker

Appendix "A"

44.10.130 RESERVATION OF MANAGEMENT RIGHTS.

(a) The following management functions and responsibilities are reserved to the City and Borough government, and the exercise of such functions and responsibilities may not be the subject of any negotiations under this chapter:

(1) Management of the City and Borough;

(2) Direction of the City and Borough work force;

(3) Determination of the structure and mission of the constituent departments, divisions, agencies, offices and boards of the City and Borough;

(4) Determination of the standards and levels of service to be offered to the public;

(5) Exercise of control and direction over City and Borough operations;

(6) Taking of disciplinary action for proper cause;

(7) Termination of employees for lack of work or other legitimate reasons;

(8) Consistent with the merit system, determination of the method, means and personnel by which the City and Borough's operations are to be conducted, including, the rights to:

(A) Recruit, examine, select, promote, transfer and train employees of its choosing and to determine its own methods of such actions;

(B) Assign and direct work, develop and modify class specifications, as well as assignment of salary range for each classification, and allocate positions to these classifications. Determine methods, materials and tools to accomplish the work. Designate duty stations and assign employees those duty stations;

(C) Reduce work force due to lack of work, funding or other causes consistent with efficient management;

(D) Establish reasonable work rules, assign hours of work, and assign employees to shifts of its designation;

(9) To develop and administer an affirmative action program;

(10) All other management functions and responsibilities traditionally exercised within the prerogative of the chief executive officer, chief administrative officer or legislative body of a municipality.

(b) It is the purpose of this section to reserve to management, and to exclude from the bargaining process, those decisions which permit the City and Borough to maintain the efficient delivery of uninterrupted service to the community and to take necessary actions to carry out its mission in emergencies; provided, however, that the exercise of these rights does not preclude employees or their representatives from consulting or raising grievances about the practical consequences that decisions on the above matters have on wages, hours and other terms and conditions of employment.

(Serial No. 73-40, § 3, 1974)

Appendix "B"

Pay Schedules

IAFF/CBJ Collective Bargaining Agreement										
56 hour pay schedule										
July 13, 2015- no end date										
Hours Per year	2920									
Bi-weekly Pay periods	26									
Bi-weekly pay - actual pay is averated based on 2,920 hours per year over 26.0714 pay periods										
	A	**B**	**C**	**D**	**E**	**F**	**J**	**K**	**L**	**M**
Range	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
726 - FF EMT I										
Hourly rate	16.53	17.00	17.71	18.65	19.84	21.25	21.49	21.72	21.96	22.67
Yearly Rate (2920)	48,266.61	49,645.65	51,714.22	54,472.31	57,919.93	62,057.07	62,746.59	63,436.11	64,125.64	66,194.20
Bi-Weekly Base Pay	1,851.32	1,904.22	1,983.56	2,089.35	2,221.59	2,380.27	2,406.72	2,433.17	2,459.62	2,538.96
OT Rate	24.79	25.50	26.57	27.98	29.75	31.88	32.23	32.59	32.94	34.00
727 FF EMT II										
Hourly rate	18.89	19.36	20.07	21.02	22.20	23.61	23.85	24.09	24.32	25.03
Yearly Rate (2920)	55,161.84	56,540.88	58,609.45	61,367.54	64,815.16	68,952.30	69,641.82	70,331.34	71,020.86	73,089.43
Bi-Weekly Base Pay	2,115.80	2,168.69	2,248.04	2,353.83	2,486.06	2,644.75	2,671.20	2,697.64	2,724.09	2,803.43
OT Rate	28.34	29.04	30.11	31.52	33.30	35.42	35.77	36.13	36.48	37.55
728 EMT III										
Hourly rate	19.84	20.31	21.02	21.96	23.14	24.56	24.79	25.03	25.27	25.98
Yearly Rate (2920)	57,919.93	59,298.97	61,367.54	64,125.64	67,573.25	71,710.39	72,399.91	73,089.43	73,778.96	75,847.53
Bi-Weekly Base Pay	2,221.59	2,274.48	2,353.83	2,459.62	2,591.85	2,750.54	2,776.99	2,803.43	2,829.88	2,909.22
OT Rate	29.75	30.46	31.52	32.94	34.71	36.84	37.19	37.55	37.90	38.96
729 MICP/Engineer										
Hourly rate	21.25	21.72	22.43	23.38	24.56	25.98	26.21	26.45	26.68	27.39
Yearly Rate (2920)	62,057.07	63,436.11	65,504.68	68,262.77	71,710.39	75,847.53	76,537.05	77,226.57	77,916.09	79,984.66
Bi-Weekly Base Pay	2,380.27	2,433.17	2,512.51	2,618.30	2,750.54	2,909.22	2,935.67	2,962.12	2,988.57	3,067.91
OT Rate	31.88	32.59	33.65	35.07	36.84	38.96	39.32	39.67	40.03	41.09
730 - Captain										
Hourly rate	22.29	22.85	23.68	24.80	26.19	27.86	28.14	28.42	28.70	29.54
Yearly Rate (2920)	65,090.97	66,718.24	69,159.15	72,413.70	76,481.89	81,363.71	82,177.35	82,990.98	83,804.62	86,245.53
Bi-Weekly Base Pay	2,496.64	2,559.06	2,652.68	2,777.51	2,933.56	3,120.80	3,152.01	3,183.22	3,214.43	3,308.05
OT Rate	33.44	34.27	35.53	37.20	39.29	41.80	42.21	42.63	43.05	44.30

IAFF/CBJ Collective Bargaining Agreement
40 hour pay schedule
July 13, 2015- no end date

The hourly rate for EMT I, II, III, Parmedic and Captain is the same as the overtime rate on the 56 hour pay schedule.

Range	A 1	B 2	C 3	D 4	E 5	F 6	J 7	K 8	L 9	M 10
726 - FF EMT I										
Hourly rate (37.5 - 40.0)	24.79	25.50	26.57	27.98	29.75	31.88	32.23	32.59	32.94	34.00
OT Rate in excess of 40 hrs	37.19	38.25	39.85	41.97	44.63	47.82	48.35	48.88	49.41	51.01
727 FF EMT II										
Hourly rate (37.5 - 40.0)	28.34	29.04	30.11	31.52	33.30	35.42	35.77	36.13	36.48	37.55
OT Rate in excess of 40 hrs	42.50	43.57	45.16	47.29	49.94	53.13	53.66	54.19	54.72	56.32
728 FF EMT III										
Hourly rate (37.5 - 40.0)	29.75	30.46	31.52	32.94	34.71	36.84	37.19	37.55	37.90	38.96
OT Rate in excess of 40 hrs	44.63	45.69	47.29	49.41	52.07	55.26	55.79	56.32	56.85	58.44
729 MICP/Engineer										
Hourly rate (37.5 - 40.0)	31.88	32.59	33.65	35.07	36.84	38.96	39.32	39.67	40.03	41.09
OT Rate in excess of 40 hrs	47.82	48.88	50.47	52.60	55.26	58.44	58.98	59.51	60.04	61.63
730 - Captain										
Hourly rate (37.5 - 40.0)	33.44	34.27	35.53	37.20	39.29	41.80	42.21	42.63	43.05	44.30
OT Rate in excess of 40 hrs	50.16	51.41	53.29	55.80	58.93	62.69	63.32	63.95	64.58	66.46
717 Mechanic										
Hourly rate (37.5 - 40.0)	29.07	30.03	31.02	32.05	33.10	34.19	34.94	35.71	36.51	37.30
OT Rate in excess of 40 hrs	43.61	45.04	46.53	48.07	49.65	51.28	52.42	53.57	54.76	55.94
719 - Trng Off										
Hourly Equivalent	34.28	35.40	36.59	37.79	39.06	40.34	41.24	42.15	43.08	44.03
Salary Scale "A"	2,571.16	2,655.03	2,744.33	2,834.41	2,929.15	3,025.44	3,093.00	3,161.34	3,231.23	3,301.90
Salary Scale "B"	2,742.57	2,832.03	2,927.29	3,023.37	3,124.43	3,227.14	3,299.20	3,372.10	3,446.64	3,522.02

~~Appendix "C"~~

~~ADMINISTRATIVE POLICY 13-01~~

~~FAMILY/MEDICAL LEAVE~~

~~1. POLICY ISSUANCE~~

~~This policy revises Administrative Policy No. 08-03R, Family/Medical Leave. Revisions are found in section 2. Policy, under Military Family Leave – Qualifying Reasons; Section 4. Definitions; Section 5 – Eligibility, Duration, and Notice, and under Section 6 – Certification – Proof of Need. All revisions made are for the sole purpose of complying with the 2013 changes to the federal act regarding Military Care Giver Leave.~~

~~2. POLICY~~

- ~~The Family/Medical Leave Policy makes available to eligible employees up to 18 weeks of unpaid leave in a 12-month period for the following reasons:~~
  - ~~For the birth of the employee's child or for placement of a child with the employee through adoption or foster care;~~
  - ~~When the employee is needed to care for the employee's child, spouse, or parent who has a serious health condition;~~
  - ~~When the employee is unable to perform the functions of his or her job due to a serious health condition.~~

- ~~Military Family Leave – Qualifying Reasons:~~
  - ~~Exigency Leave – Any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of an eligible employee who is a member of the Regular Armed Forces, National Guard or Reserves that has been notified of an impending call to covered active duty status. The deployment must be foreign or overseas. The employee is entitled to up to 12 weeks of leave during a 12-month period.~~

- ~~Military Caregiver Leave – Care of a covered service member who is undergoing treatment, recuperation, or therapy for an injury sustained in the line of duty; this includes current members of the Armed Forces and honorably discharged veterans. The eligible employee is the spouse, son, daughter, parent, or next of kin of the veteran. The employee is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member.~~

~~Family/Medical Leave benefits commence on the date the requested leave is to occur or when the CBJ is notified that the purpose of leave was for a Family/Medical Leave qualifying event. If an employee is out on leave and later communicates that the purpose of the leave qualifies for Family/Medical Leave, or it is determined by the CBJ that the leave was for a Family/Medical Leave qualifying event, the leave will be retroactively applied as Family/Medical Leave as authorized by 29 CFR Part 825.208(d) of the federal regulations implementing the Family Medical Leave Act of 1993.~~

~~3. PURPOSE~~

~~The Alaska Family Leave Act, AS 39.20.500 – 39.20.550, and the federal Family and Medical Leave Act of 1993 (Public Law 103-3; 29 U.S.C. Chapter 28) entitle employees to unpaid leaves of absence from work for childbirth or adoption of a child, and for purposes necessitated by a serious health condition which renders the employee unable to perform job duties, or to care for a close relative with a serious health condition.~~

~~Section 585 of the National Defense Authorization Act for FY 2008 (NDAA) (Public Law 110-181) amended the FMLA to provide eligible employees unpaid leaves of absence from work for "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation, and to care for a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty.~~

~~The purpose of these laws is to help balance the demands of the workplace with the needs of employees and their families, to promote stability and economic security of the family unit, and to promote the public interest in preserving family integrity. This policy complies with the requirements of both the state and federal law and provides a more generous benefit to CBJ employees. The terms used in this policy have the meanings as defined in the state and federal Acts.~~

~~4. DEFINITIONS~~

~~**Covered Active Duty or Call to Active Duty Status (Exigency Leave):** A federal call or order to active duty in support of a contingency operation. Such active duty or call/order to active duty is only made to members of the Regular Armed Forces, National Guard or Reserve components or a retired member of the Regular Armed Forces or Reserve.~~

~~**Child:** The biological, adoptive, or foster son or daughter, a stepchild, or a legal ward of the employee or a child of a person standing in loco parentis who is under the age of 18 years, or is 18 years or older yet lacks the capability of self-care because of a mental or physical disability.~~

~~**Parent:** A biological parent or an individual who stands or stood *in loco parentis* (in place of a parent) to the employee when the employee was a child.~~

~~**Spouse:** A person with whom the employee lives in a relationship intended to be permanent, evidence of which can be established through legal documentation, including but not limited to: a marriage license; joint ownership of land; joint banking accounts; joint credit card accounts; durable health care or property powers of attorney; primary beneficiaries of each other's life insurance policies.~~

~~**Next of Kin (National Defense Authorization Act):** A spouse, son, daughter, parent, or nearest blood relative of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty.~~

~~**Health care provider:** A doctor of medicine who is authorized to practice medicine or surgery by the state where they practice. The definition also includes: podiatrists, dentists, clinical psychologists, psychiatrists, optometrists, chiropractors (related to spinal manipulation), nurse practitioners, nurse mid-wives, clinical social workers, and Christian Science practitioners. These professionals must be performing within the scope of their practice as defined under state law.~~

~~**Covered Service Member (Military Caregiver Leave):** A covered service member is either:~~

- ~~A current member of the Regular Armed Forces, National Guard or Reserve who is undergoing medical treatment, recuperation, or therapy, or is otherwise in outpatient status, for a serious injury or illness incurred in the line of duty on active duty, and is receiving medical treatment or oversight by a Department of~~

~~Defense or Veterans Affairs health care provider or by a Department of Defense TRICARE network or non-network authorized private health care provider~~

- ~~or an Honorably Discharged Veteran, including those on the temporary disability retired list, but not including former members or members on the permanent disability retired list, as long as the veteran was a member of the Regular Armed Forces, National Guard, or Reserves within five years of requiring care (the time period between October 28, 2009 and March 8, 2013 is not counted against the 5 year period for veterans discharged prior to March 8, 2013).~~

~~**Serious health condition:** An illness, injury, impairment, or physical or mental condition that involves one or more of the following:~~

~~**Hospital care:** Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or as a result of such inpatient care.~~

~~**Absence plus treatment:** A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves: (a) treatment two or more times by a health care provider, by a nurse or physician's assistant under the direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider within thirty days of the beginning of the period of incapacity; or (b) treatment by a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider. The first visit to a healthcare provider must occur within seven days of the first day of incapacity.~~

~~**Pregnancy:** Any period of incapacity due to pregnancy or for prenatal care.~~

~~**Chronic conditions requiring treatment:** A chronic condition which (a) requires at least two visits per year for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider; (b) continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).~~

~~**Permanent/long-term conditions requiring supervision:** A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under~~

~~the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.~~

~~**Multiple treatments (Non-chronic conditions):** Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).~~

~~**Qualifying Exigency:** (National Defense Authorization Act): Any period of non-medical absence that is directly related to the covered military member's active duty or call to active duty status. The seven categories of qualifying exigencies are:~~

- ~~Short notice deployment—Leave is permitted for up to seven days if the military member receives seven or less days' notice of a call to active duty. This seven day short term leave does not count against the 12-week allotted leave.~~
- ~~Military events and related activities.~~
- ~~Temporary childcare arrangement—Leave will not be permitted for ongoing childcare.~~
- ~~Financial and legal arrangements.~~
- ~~Counseling by a non-medical counselor—examples would include a member of the clergy, etc.~~
- ~~Rest and recuperation—Leave is permitted for up to fifteen days when the military member is on temporary rest and recuperation leave. Leave may be taken intermittently.~~
- ~~Post-deployment activities.~~
- ~~Parental Care—Leave is permitted to care for the parent of a military member when parent is incapable of self-care. Care must be emergent and cannot be used for long-term care.~~

~~**Week:** As used in this policy, week refers to the calendar week, irrespective of the employee's particular workweek.~~

~~5. ELIGIBILITY, DURATION AND NOTICE~~

~~A. **Eligibility:** All employee requests for leave due to a family/medical leave qualifying reason are contingent upon a determination by the CBJ that the employee is eligible for family/medical leave. This includes a determination of eligibility and may include a requirement for medical certification. The CBJ may also require and pay for a second or third medical opinion, as allowed by federal regulations, before approving the leave.~~

~~Employees who give unequivocal notice that they do not intend to return to work lose their entitlement to family/medical leave.~~

~~1. **Permanent employees:** An employee is eligible to take family/medical leave if the employee is employed by the CBJ for at least 35 hours per week for six consecutive months or for at least 17.5 hours per week for at least 12 months, immediately preceding the leave.~~

~~2. **Temporary employees:** A temporary employee is eligible to take family/medical leave if the employee has worked 1250 hours in the previous 12 months immediately preceding the leave.~~

~~3. **Not based on gender:** Eligibility for family/medical leave is not gender based; family/medical leave is available to both male and female employees.~~

~~4. **Coordination with USSERA:** Time in the military service covered under the Uniformed Services Employment and Reemployment Rights Act (USERRA) will count towards fulfilling the length of employment and hours of work requirements to be eligible for family/medical leave.~~

~~**B. Duration:**~~

~~1. **Birth or placement of a child:** For birth of the employee's child or for placement of a child with the employee for adoption or foster care, an eligible employee is entitled to a total of 18 weeks of leave within a 12-month period, however the employee's eligibility to take leave for this reason expires 12 months after the birth or placement of the child.~~

~~2. **Employee's serious health condition:** For a serious health condition that renders the employee unable to perform the functions of the employee's position, an employee is entitled to a total of 18 weeks of leave within a 12-month period.~~

~~3. **Care for family member with serious health condition:** To care for the spouse, child, or parent of the employee, if such spouse, child or parent has a serious health condition, an eligible employee is entitled to a total of 18 weeks of leave within a 12-month period.~~

~~4. **"Qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status:** To arrange for child care, financial and legal preparation, see a service member off or welcome home; attend pre-deployment and reintegration briefings, and family support meetings to support a service member's tour of active duty or notification of impending call to duty, an eligible employee is entitled to take up to 12 weeks of leave within a 12-month period.~~

~~5. **Care for a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty:** Military Caregiver Leave is available during "a single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.~~

~~**C. Notice:**~~

~~1. **Required of employee to give to employer:** Where the need for family/medical leave is foreseeable based upon an expected birth or placement, or for a planned medical treatment, the employee should provide the department supervisor/director with at least 30 days notice in writing before the date the leave is to begin. However, if such notice is not possible then the employee shall provide such notice as is practicable.~~

~~2. **Decision of employer on eligibility to take family/medical leave:** Upon receiving notice either orally or in writing of an employee's intent to take family/medical leave, the supervisor must make a decision granting or denying the leave within five working days. Provisional permission to take family/medical leave can be granted, but may be later withdrawn if the employee is unable to provide the required certification or other proof of need in a timely manner.~~

~~6. CERTIFICATION – PROOF OF NEED~~

~~A. **Certification of Health Care Provider required:** Employees requesting family/medical leave shall provide to the department director certification of the circumstances on which the request is being made, including the statement of a health care provider of the employee's pregnancy, the employee's spouse's pregnancy, or a serious health condition of the employee or the employee's spouse, child or parent. Health Care Provider Certification forms shall be provided by the CBJ. The CBJ may contact the Healthcare Provider to certify the Provider's authenticity and obtain clarification of any vague or unresponsive information. The CBJ may also make a determination without the submission of a Health Care Provider Certification form.~~

~~B. **Proof of placement of child:** Documentation of placement or adoption proceedings is required where applicable.~~

~~C. **Proof of fitness for duty:** Prior to returning to work, employees who have been on family/medical leave due to their own serious health condition may be required to present a certificate from the employee's health care provider indicating that the employee is able to resume work.~~

~~D. **Proof of Military Duty:** Employees requesting family/medical leave for a "qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation shall provide to the department director certification of the circumstances on which the request is being made, including notification by the armed services of the service member's call to active duty status for a foreign deployment.~~

~~E. **Certification of Service Member injury required:** Employees requesting family/medical leave for the injury of a covered service member shall provide to the department director certification of the circumstances on which the request is being~~

~~made, including the statement of a health care provider of the serious health condition of the employee's spouse, child, parent, or next of kin. Health Care Provider Certification forms shall be provided by the CBJ. The employer may request a second (and third) opinion from a healthcare provider.~~

~~7. MEASURING PERIOD~~

~~A. **Eligibility Measuring Period:** The 12-month period during which an employee is eligible for family/medical leave shall be a rolling 12-month period measured backward from the date an employee begins family/medical leave. Every time an employee requests family/medical leave, their entitlement will be measured according to the amount of family/medical leave taken in the past 12 months.~~

~~B. **Block, intermittent, and reduced schedule leave:** Leave taken due to a serious health condition of the employee, for the employee to care for a qualified family member, or for "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, may be taken any of the following ways:~~

1. ~~**Block:** A continuous leave of absence in which the entitlement is taken all at one time.~~
2. ~~**Intermittent:** Leave of periods from an hour to several weeks. Examples of such leave include leave taken occasionally for medical appointments or leave taken several days at a time over a period of several months, for treatment sessions such as chemotherapy.~~
3. ~~**Reduced schedule:** Leave that decreases an employee's usual number of working hours per week or per day.~~

~~Leave taken due to the birth, adoption or placement of a child will be taken in a block of time unless, in the department director's discretion, it is determined that permitting the employee to take the time off on an intermittent or reduced schedule basis would be in the best interests of the CBJ.~~

~~8. COORDINATION WITH OTHER LEAVE~~

~~Employees requesting family/medical leave shall first exhaust their accrued leave, banked medical leave, and holiday and compensatory time banks before utilizing leave without pay. However, an employee may retain up to the equivalent of one workweek's worth of personal leave on the books when entering into leave without pay. The number~~

~~of hours in the workweek will depend on the number of hours the employee normally works, e.g., 37.5, 40, 56, or 60. Employees who have exhausted their family/medical leave may request leave without pay under the CBJ Personnel Rules, or the MEBA, IAFF, or PSEA collective bargaining agreements, whichever is applicable.~~

~~Employees may request donated leave from other CBJ employees to help offset costs associated with leave without pay or employee health co-pay premiums. To exercise this option, employees must exhaust their accrued leave, banked medical leave, holiday, and compensatory time banks and waive their right to retain the equivalent of one workweek's worth of personal leave.~~

~~When an employee is on a workers' compensation leave because of an on-the-job injury or illness that also qualifies as a serious health condition under FMLA, the workers' compensation leave and family/medical leave will run concurrently.~~

~~9. BENEFIT ENTITLEMENT~~

~~Health insurance coverage for employees on family/medical leave shall be maintained on the same basis as such coverage is available to an employee who is actively at work during the 18 weeks of family/medical leave.~~

~~The CBJ's obligation to maintain health benefits under family/medical leave stops if and when an employee informs the employer of the his/her intent not to return to work at the end of the leave period, or if the employee fails to return to work when the FMLA leave entitlement is exhausted.~~

~~The CBJ may recover premiums it paid to maintain health insurance coverage for an employee who fails to return to work from family/medical leave. An employee who returns to work from taking family/medical leave must work for at least 30 days before the employee's obligation to reimburse the CBJ for his/her health care coverage and life insurance is eliminated. The employee will not be liable for repayment if his/her failure to return to work results from:~~

~~A. The continuous, recurrence, or onset of a serious health condition of the employee and/or family member; or~~

~~B. Circumstances beyond the control of the employee.~~

~~Administrative Policy 05-02, Delegation of City Manager's Authority to Decide Employee Benefit Issues and Appeals, provides the process by which an employee may appeal to the CBJ to be released from the reimbursement obligation.~~

~~10. TEMPORARY CHANGES IN DUTY ASSIGNMENTS FOR PREGNANT EMPLOYEES~~

~~A pregnant employee may request a temporary change in duty assignment or transfer. Requests shall be made to the department director.~~

~~11. REPLACEMENT OF EMPLOYEE ON FAMILY/MEDICAL LEAVE~~

~~An employee on family/medical leave may be replaced by a temporary or substitute employee depending on the needs of the agency and the duration of the family/medical leave. An employee shall resume the employee's position upon completion of family/medical leave if the position has not been eliminated for budgetary reasons.~~

~~12. GENERAL PROVISIONS~~

~~A. **Scope:** This policy applies to all agencies and employees of the City and Borough of Juneau, Alaska.~~

~~B. **Authority to promulgate policy:** The City Manager of the City and Borough of Juneau, Alaska, maintains the authority granted by the CBJ Charter to order policy and the guidelines for implementation.~~

~~C. **Effective date:** This policy will take effect as of the signing date.~~

~~Dated at Juneau, Alaska, this **12th** day of **July 2013**.~~

~~Signature on file~~
~~Kimberly A. Kiefer~~
~~City and Borough Manager~~

APPENDIX "C~~D~~"

CHART ON APPLICABILITY OF PERSONNEL RULES

The Personnel Rules referenced in this Chart are the Personnel Rules in effect on the date this Agreement was signed. The term "contract" as used in this Chart refers to the Agreement.

Personnel Rule	Topic	Effect on Agreement	Contract Provision
Rule 1	Position Classification	Entire Rule applies +	Article 2.3 & 2.4
Rule 2	Recruitment	Entire Rule applies +	Article 20
Rule 3	Examination	Entire Rule applies	
Rule 4	Selection	Entire Rule applies	
Rule 5	Appointments	Entire Rules applies with the exception of 5PR015 (d), 5PR021 and 5 PR 045	
Rule 6	Probationary Periods	Entire Rule applies+	Article 13.3.5
Rule 7	Hours of Work & Holidays	Replaced by Agreement	Article 14
7 PR 005	Scheduling Hours of Work	Applies	
7 PR 010	Minimum Work Week	Replaced by Agreement	Article 11
7 PR 015	Normal Work Week	Replaced by Agreement	Article 11
7 PR 020	Normal Work Day	Replaced by Agreement	Article 11
7 PR 025	City and Borough Holidays	Replaced by Agreement	Article 14.1 & 14.2
7 PR 026	Eaglecrest Holidays	Does not apply	
7 PR 030	Alternate Leave (Holiday)	Replaced by Agreement	Article 14.3
Rule 8	Performance Evaluations	Entire Rule applies+	Article 7.4
Rule 9	Training		
9 PR 005	General	Applies	
9 PR 010	Priorities	Applies	
9 PR 015	Intern and Apprenticeship Programs	Does Not Apply	
9 PR 020	Training Reimbursement	9 PR 020 (a)(1), (b)(1) are Replaced by Agreement, 9 PR 020	Article 12.1, 12.3. 12.4,

		(b)(2)and (b)(3) apply. +	

Personnel Rule	Topic	Effect on Agreement	Contract Provision
9 PR 025	Training Reimbursement Schedule	Applies	
9 PR 030	Licenses and Certifications	Applies	Article 12. 3
Rule 10	Pay		
10 PR 005	Scope	Applies	
10 PR 010	General	Applies	
10 PR 015	Basis of Pay	Applies	
10 PR 025	Beginning Pay	Applies +	Article 13.12
10 PR 030	Advanced Step Placement	Applies	
10 PR 035	Former Employee	Applies	
10 PR 040	Promoted Employee	Replaced by Agreement	Article 13.3
10 PR 045	Pay Range Increase	Applies	
10 PR 050	Involuntary Demotion	Applies	
10 PR 051	ADA Reassignment	Applies	
10 PR 055	Voluntary Demotion	Applies +	Article 20.3
10 PR 060	Transferred Employee	Applies	
10 PR 065	Change of Occupation	Applies	
10 PR 070	Appointment Effective Date	Applies	
10 PR 075	Merit Anniversary Date	Applies	
10 PR 080	Merit Increase	Only 10PR080(c) applies	Article 13.2, 13.3.5, 13.12
10 PR 085	Merit Increase not Earned	Applies	
10 PR 090	Step Reduction	Applies	
10 PR 095	Increased Responsibilities Differential	Replaced by Agreement	Article 13.6
10 PR 097	Temporary Supervision Pay	Replaced by Agreement +	Article 13.6
10 PR 098	Acting in a Higher Range Pay	~~Applies~~Replaced by Agreement	Article 13.6
10 PR 100	Shift Differentials	Does not apply	
10 PR 105	Standby Pay	Replaced by Agreement	Article 13.7
10 PR 110	Call out	Replaced by Agreement	Article 13.4(E)(H)
10 PR 115	Sixth and Seventh Day	Does not apply	

Personnel Rule	Topic	Effect on Agreement	Contract Provision
10 PR 120	Overtime Defined	Replaced by Agreement	Article 13.4
10 PR 125	Overtime Rate	Replaced by Agreement	Article 13.4
10 PR 130	Overtime Payment	Replaced by Agreement	Article 13.5
10 PR 135	Maximum Compensatory Time	Replaced by Agreement	Article 13.5
10 PR 140	Compensatory Time Payment	Replaced by Agreement	Article 13.5
10 PR 145	Holiday Pay	Replaced by Agreement	Article 14
10 PR 150	Total Remuneration	Applies	
Rule 11	Leave	Replaced by Agreement	Article 15
Rule 12	Resignation, Non-disciplinary Separation and Voluntary Demotion	Entire Rule applies	
Rule 13	Disciplinary Actions	Entire Rule applies	
Rule 14	Reduction in Work Force	Entire Rule applies	
Rule 15	Grievance and Appeal Procedure	Replaced by Agreement	Article 18
Rule 16	Standards of Conduct	Entire Rule applies	
Rule 17	General Provisions		
17 PR 005	Personnel Actions	Applies	
17 PR 010	Personnel Records	Applies +	Article 7
17 PR 015	Continuation of Health Insurance	Applies	
17 PR 020	Licensed Employees	Applies	
17 PR 025	Wearing of Uniforms	Replaced by Agreement	Article 10.2
Rule 18	Compensation and Reimbursements		
18 PR 005	Pay Schedules	Replaced by Agreement	Article 13.1 & Appendix B
18 PR 010	Daily Pay Rate for Salaried Employees	Applies	
18 PR 015	Shift Differentials	Does not apply	
18 PR 020	Standby Rate	Replaced by Agreement	Article 13.7

Personnel Rule	Topic	Effect on Agreement	Contract Provision
18 PR 025	Increased Responsibilities Differential	Replaced by Agreement	Article 13.6
18 PR 026	Temporary Supervision Pay	Replaced by Agreement	Article 13.6
18 PR 027	Health Benefits and Employee Wellness	Replaced by Agreement	Article 16
18 PR 030	Uniforms	Replaced by Agreement	Article 10.1 & 10.3
18 PR 035	Tool Allowance	Replaced by Agreement	Article 10.4
18 PR 037	Repayment to Employer	Replaced by Agreement	Article 10.5
18 PR 040	Travel Reimbursement	Applies	
18 PR 045	Mileage and Vehicle Allowance	Applies	
18 PR 050	Awards	Applies	
18 PR 055	Reimbursement of Interview Travel Expenses	Applies	
18 PR 060	Relocation Expense	Applies	
Rule 19	Eaglecrest Ski Area Pay	Entire Rule does not apply	
Rule 20	Definitions	Entire Rule applies	

Appendix "~~D~~E"

STEP ______

GRIEVANCE/COMPLAINT FORM
IAFF/CBJ

1. ______________________
Name of Employee

2. ______________________
Employee Number

3. ______________________
Division/Shift

4. ______________________
Work phone Number

5. ______________________
Supervisor's Name

6. ______________________
Work phone Number

7. ______________________
Date ~~Grievance~~ Occurred

8. ______________________
Date ~~Grievance~~ discussed with Supervisor

9. ~~Did this grievance involve a violation of the contract?~~ ________ ☐ Complaint ☐ Grievance

~~If so~~If a grievance, list which article(s) and section (s) are alleged to have been violated: ______

____

____

10. Give a brief description of the facts which give rise to this grievance/complaint: __________

____

____

____

11. What is the remedy sought? ______________________

____

____

12. I attest that all facts contained herein are true and accurate to the best of my knowledge.

______________________ ______________________
Signature (Grievant or Representative) Date

~~Appendix "F"~~
~~Standard Operating Procedures~~

~~E.220 Scheduled Annual Leave~~
~~E.310 Shift Trades~~
~~E.210 Overtime~~

CAPITAL CITY FIRE / RESCUE
STANDARD OPERATING PROCEDURE

Title: Scheduled Annual Leave	**SOP E.220**
Date Issued: 8/31/06	
Date Revised: 03/12/2015	**Approved by, Chief Etheridge __________________**

~~**E.220.1 Objective:**~~

~~**E.220.1.a** To establish consistent procedures for selecting, canceling, and using scheduled annual leave.~~

~~**E.220.2** This guideline's intent is to establish a consistent direction for a career staff who wishes to select leave, use leave, or give up leave.~~

~~**E.220.3** The career staff leave schedule will be maintained on the Highplains Human Resources module. It will be administered by the Assistant Chief or their designee.~~

~~**E.220.4** Leave selection and use will be governed by the following:~~

~~**E.220.4.a** CCF/R will post the upcoming year's shift assignment by October 1st. The Captains will post the leave schedule for each shift by October 4th. The schedule will ensure two leave selection slots per shift throughout the year, subject to the conditions of section 50.8.8.18~~

~~**E.220.4.b** Leave selection, leave schedule adjustments, leave usage, holdovers, pager duty, and standbys will at all times be subject to the following staffing requirements:~~

~~**E.220.4.c** There will be one paramedic on duty at each station on each shift at all times. Captains or Engineers with valid Paramedic licenses may act as the shift Paramedic to achieve minimum staffing. This should not be a regular practice to~~

~~achieve minimum staffing. When this occurs, the Captain or Engineer will receive the pro-pay as outlined in Article 13.11 of the contract.~~

~~**E.220.5** Leave shall be selected based on seniority with CCF/R as laid out in Article 21 of the contract. The selection process shall be as follows:~~

~~**E.220.5.a** The leave selection list will be arranged by seniority based on the employee's assignment on the following calendar year's shift's roster.~~

~~**E.220.5.b** The first and second rounds shall consist of up to 10 shifts. Additional shifts may be selected in the third and subsequent rounds.~~

~~**E.220.5.c** In the third and subsequent rounds, the remaining leave days will be divided by the number of employees still wishing to pick leave; each employee may then select two dates at a time, up to that number of days by seniority. Leave selection in the third and subsequent rounds will continue until all employees have selected as such leave as desired, or there are no more days available.~~

~~**E.220.5.d** Each employee shall have up to three calendar days to schedule leave in rounds one and two.~~

~~**E.220.5.e** In the third and any subsequent rounds, employees will have one calendar day to select the additional leave. The selection process should be completed by mid-December.~~

~~**E.220.5.f** An employee who fails to make leave selection shall be dropped from that round of leave selection.~~

~~**E.220.5.g** An employee on vacation during the leave selection process must arrange to notify the Department of their selection during their signing period or they will be passed in the process. The employee is responsible for finding out when their signing period is occurring.~~

~~**E.220.5.h** All scheduled leave will be selected in 24 hour increments. Scheduled military leave need not be taken in 24 hour increments if not necessary to meet the military obligation.~~

~~**E.220.5.i** An employee may not schedule personal leave in excess of the employee's leave balance at the time the leave is to be used. At any time in the year, an employee's leave on the leave schedule cannot exceed the employee's leave balance at the time the leave is to be used.~~

~~**E.220.5.j** The leave schedule shall be completed and posted prior to December 21st. Any discrepancies shall be noted and corrected immediately.~~

~~**E.220.6** All changes to the leave schedule must be approved in advance by the Shift Captain or the Assistant Chief. Captains will report changes to the leave schedule on the day the changes are made.~~

~~**E.220.7** Employees shall make all leave schedule requests through the Captains. The Captains shall ensure that adequate staffing exists before forwarding requests to the Assistant Chief. Leave schedule adjustments, consistent with staffing requirements, will be permitted throughout the year as follows:~~

~~**E.220.7.a** Available leave is defined as leave slots which are, or become, available on or after January 1st of each year. Available leave may be utilized by the following methods:~~

~~**E.220.7.a.1** Shift supervisor approval is required for use of available leave.~~

~~**E.220.7.a.2** First come – first serve.~~

~~**E.220.7.a.3** Union officials take priority in the use of available leave during the hours needed to accomplish official union activities.~~

~~**E.220.7.a.4** If more than one person desires the same day, seniority shall prevail.~~

~~**E.220.7.a.5** Should more than one person desire less than twenty-four (24 hours), the person requesting the larger time block shall prevail. Increasing bids for time will not be allowed.~~

~~**E.220.7.a.6** Employees may split or utilize portions of available leave.~~

~~**E.220.7.a.7** Supervisors will take into account minimum staffing requirements when approving available leave, in order to reduce overtime expenditures.~~

~~**E.220.7.a.8** Any portion of the 24 hours block of leave may be canceled. Leave shall be cancelled with as much notice as possible; however, leave shall be cancelled at the latest by noon the day before the employee's next shift. The employee must call the Station 3 Captain. If the Station 3 Captain is not available, the employee must then call the Station 1 Captain.~~

~~**E.220.7.a.8.i** After receiving the notification of cancellation captain will update the daily roster and the leave calendar.~~

~~**E.220.7.a.8.ii** If the employee is unable to contact either captain, then they will call Station 3 and leave a message with the ARFF person. If that person is unavailable, then the employee will contact the Assistant Chief.~~

~~**E.220.8** Employees may exchange scheduled leave on a shift-for-shift basis with one shift advance notice. If there is no shift-for-shift exchange between employees, the change will be considered a cancellation of leave.~~

~~**E.220.8.a** If the needs of the department warrant such action, the Fire Chief or Assistant Chief may modify the leave schedule to include: blocking available leave, changing scheduled leave, and/or cancelling scheduled leave. Such modifications may include, but are not limited to:~~

~~**E.220.8.a.1** Providing priority in leave selection to employees for military leave~~

~~**E.220.8.a.2** FMLA absences~~

~~**E.220.8.a.3** Blocking unscheduled leave for training activities~~

~~**E.220.8.a.4** Blocking unscheduled leave to avoid payment of overtime during periods of staffing shortages~~

~~**E.220.8.a.5** Blocking of leave for training or staffing shortage (will occur only after the selection process is completed, with the exception of mandatory training)~~

CAPITAL CITY FIRE / RESCUE
STANDARD OPERATING PROCEDURES

Title: SHIFT TRADES	**SOP # E.310**
Date Issued: May 20,2013	
Date Revised:	**Approved by Chief Etheridge** ________________

~~**E.310.1 OBJECTIVE:**~~

~~**E.310.1.a** To provide direction for trades in accordance with Article 11 of the IAFF Contract~~

~~**E.310.2 POLICY:**~~

~~**E.310.2.a This policy supersedes SOG 50.9 dated April 5, 2007**~~

~~**E.310.2.b** Department employees may voluntarily trade duty hours when approved. Such an agreement is a voluntary transaction between employees only. Department approval is required for trades and the following conditions apply:~~

~~**E.310.2.c** Management is not responsible for any time owed or banked between staff because of trades. Management will remain at "arm's length" in trade arrangements.~~

~~**E.310.2.c.1** No additional costs may be charged to CBJ by approval of trades with the exception of Acting Captain professional pay.~~

~~**E.310.2.d** Trades are a privilege, not a right.~~

~~**E.310.2.e** Approval by the Fire Chief or designee is required prior to the trade or standby taking place.~~

~~**E.310.2.e.1** Requests for shift trades, are to be submitted to the shift Captain during the employee's regularly scheduled shift. Requests may also be made to the station Captain on shift if the request for a trade or standby trade arises between the last shift worked and the date of the trade request. If minimum manning, mandatory training and department operational needs are met, the Captain will approve the trade or standby. The trade or standby will be entered into the High Plains system. Captains are responsible for assuring that they have a plan in place for their next shift so the Captain approving the shift can ascertain whether the trade is appropriate. If an employee is out of town and has an unexpected delay in returning to work as anticipated due to conditions outside of his or her control, the employee may seek to have a trade or standby trade arranged via telephone.~~

~~**E.310.2.e.2** Trades for Captains must be approved by the Assistant Chief prior to the trade or standby taking place.~~

~~**E.310.2.e.2.i** The Assistant Chief will review submitted trades and standbys and is authorized to revoke the trade if minimum manning, mandatory training or departmental needs are compromised by the trade.~~

~~**E.310.2.e.2.ii** Probationary employees during the probationary period and Temporary employees may not serve trades until approved by the Fire Chief or designee.~~

~~**E.310.2.e.2.iii** Record keeping for trades is the sole responsibility of the employees.~~

~~**E.310.2.e.2.iv** While performing a trade, staff will be in uniform and will perform the duties assigned to that position or as given by the supervisor.~~

~~**E.310.2.e.2.v** In the event of illness of the employee providing the trade, the position will be covered by normal sick leave procedures~~

~~and the employee normally scheduled to work that day will be charged personal leave, up to a maximum of 24 hours.~~

~~**E.310.2.e.2.vi** Members may elect to repay shift trades through annual leave transfers consistent with the parameters in the current IAFF Contract.~~

CAPITAL CITY FIRE / RESCUE
STANDARD OPERATING PROCEEDURE

Title: OVERTIME	**SOP # E.210**
Date Issued: 7/1/13	
Date Revised:	**Approved by Chief Etheridge** ________________

~~**E.210.1 PURPOSE:**~~

~~**E.210.1.a** To provide a clearly defined method to fairly and consistently provide overtime opportunities to career staff.~~

~~**E.210.2 SCOPE:**~~

~~**E.210.2.a** This SOP applies to IAFF members of the department.~~

~~**E.210.3 RESPONSIBILITY:**~~

~~**E.210.3.a** The management of this SOP is done through the Shift Captain and Assistant Chief.~~

~~**E.210.4 POLICY:**~~

~~**E.210.4.a OVERTIME SCHEDULING**~~

~~**E.210.4.a.1** Overtime under this section applies to shift coverage overtime. Shift coverage overtime is overtime that fills an on-duty slot. (e.g. coverage for sick leave, workman's compensation, FMLA coverage, minimum staffing). Overtime assignment procedures under this section do not apply to emergency hold-over, or emergency call-back overtime. Those assignments will be made in the most expeditious manner possible.~~

~~**E.210.4.a.2** January 1st, at 08:00 hours, of each year an overtime opportunity list will be prepared. Each employee will be listed in order of seniority.~~

~~**E.210.4.a.3** A person scheduled to work or having worked 48 continuous hours is not eligible to accept a further overtime assignment unless they have had a break in work of at least twelve (12 hours). The Fire Chief or his designee may allow employees to work beyond 48 hours with consideration to run volume during the said 48 hour shift. This section is not applicable to emergency hold-over or call back.~~

~~**E.210.4.a.4** A person scheduled for med-evac standby time on the same day as the overtime assignment may not accept the overtime assignment. (Se SOG 50.7.5)~~

~~**E.210.4.a.5** Unscheduled overtime will be offered to the first qualified member on the top of the overtime list. If they refuse the offer, the assignment will be offered to the next qualified person on the overtime list, and then progressively down the list until the assignment is accepted.~~

~~**E.210.4.a.6** When a person accepts the overtime assignment, the number of hours they work will be credited to them and they will move down the list so that the person with the most number of hours credited to them will be at the bottom of the list. In the event of two or more persons having the same number of hours, they will be ranked by seniority with the most senior person being above the lesser senior person.~~

~~**E.210.4.a.7** Scheduled overtime will be offered to the first qualified member on the top of the overtime list. If they refuse the offer, the assignment will be offered to the next qualified person and then progressively down the list until the assignment is accepted. If they accept the offer and there are remaining dates of scheduled overtime to fill, the assignment will be offered to the next qualified person and then progressively down the list. Captains or Acting Captains will try to fill the scheduled overtime list within 2 weeks of the initial start of the overtime. Employees will be given up to an hour to accept or decline the scheduled overtime.~~

~~**E.210.4.a.8** All scheduled overtime will be documented when the overtime has been actually worked, and not when the overtime has been assigned.~~

~~**E.210.4.a.9** A refusal will not cause any change to the ranking process for either unscheduled or scheduled overtime.~~

~~E.210.4.b MANDATORY OVERTIME~~

~~**E.210.4.b.1** If the procedures in **E.210.1** do not result in the overtime assignment being accepted, the least senior qualified person on the off-going shift will be assigned to the overtime. If a firefighter/EMT slot is required, the least senior firefighter/EMT is the designated Qualified person. If a paramedic /firefighter slot is required, the least senior paramedic/firefighter is the designated qualified person. If a Captain slot is required, the least senior Captain or Acting Captain is the designated qualified person.~~

~~**E.210.4.b.2** The mandatory overtime will not be assigned to the least senior person on the off-going shift if any of the following are applicable:~~

~~**E.210.4.b.2.i** The designated person is scheduled to begin scheduled leave on their next regular shift~~

~~**E.210.4.b.2.ii** The designated person has just completed a 48 hour shift~~

~~**E.210.4.b.2.iii** The designated person locates a qualified person who will take the assignment.~~

~~**E.210.4.b.2.iv** The designated person is previously scheduled to work a med-evac standby during the overtime shift.~~

~~**E.210.4.b.2.v** The designated person is ill or injured. A physician statement will be required.~~

~~**E.210.4.b.3** If the least senior person is excused from the assignment due to **E.210.4.b.2**, the next senior qualified person on the off going shift will be responsible for accepting the assignment.~~

~~**E.210.4.b.4** Mandatory assignments may be split between two or more persons.~~

~~**E.210.4.b.5** The person who is assigned to a mandatory shift will be excused from another mandatory shift until the mandatory list has rotated through the seniority list.~~

~~**E.210.4.b.6** Mandatory off duty overtime may be assigned for training purposes. Selection for this purpose will [be] dictated by training needs and persons will not be selected per **sections 51.2.1 – 51.2.5**.~~

~~**E.210.4.b.7** The list will terminate on January 1st at 07:59:59 hours each year and the new list in item #1 will come into effect.~~

~~**E.210.4.b.8** The Overtime list will be maintained at the Glacier Station (Station #3) and kept up to date by the Captain or Acting Captain at Glacier Station.~~

Appendix "EG"

LETTER OF AGREEMENT
By and Between the
CITY AND BOROUGH OF JUNEAU, ALASKA
And
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, Local 4303

LOA#: 13-I-05

Re: IAFF member participation in MERP

The parties agree that the following terms and conditions of the July 1, 2013 – June 30, 2016, collective bargaining agreement shall be modified as follows:

1. The Union and the Employees agree to hold the City harmless and indemnify the City from any and all liability, claims, demands, law suits, and/or losses, damage, or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the Trust Fund. The Union and Employees shall be one hundred percent (100%) liable for any and all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the Trust Fund. The Union and Employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the Trust fund.

2. Under no circumstances whatsoever will the City be liable for direct pay of any Trust Fund benefit to the employees and/or retired employees and/or their beneficiaries.

3. All contributions to the MERP are provided by the specific bargaining unit members in accordance with their plan agreement. Employee contributions shall be withheld from employee pay and forwarded to the MERP in accordance with the joinder agreement.

All provisions not specifically modified by this letter of agreement shall remain in full force and effect.

FOR THE CITY AND BOROUGH OF JUNEAU:

Signature on file
Kimberly A. Kiefer
City Manager

7/1/2013
Date

FOR THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 4303:

Signature on file
Noah Jenkins
President

7/1/2013
Date

MEMORANDUM

CITY/BOROUGH OF JUNEAU
155 South Seward Street, Juneau, Alaska 99801

TO: Rorie Watt
City and Borough Manager

DATE: September 23, 2019

FROM: Shelly Klawonn
Senior Buyer

SUBJ: BID RESULTS:
Term Contract for Emergency Warming Shelter and Operations
CBJ Contract No. B20-090

Bids opened on the subject project on September 19, 2019. Since only one bid was received, there was no protest period. Results of the bid opening are as follows:

RESPONSIVE BIDDERS	TOTAL BID
St. Vincent de Paul Society Diocesan Council of Southeast Alaska, Inc.	**$125,000.00**
Estimate	$125,000.00

Project Manager: Scott Ciambor, Chief Housing Officer
Project Description: Administration Department seeks bids from qualified agencies or firms to provide a facility space, management, and staffing for the CBJ Cold Weather Emergency Shelter. It is the intent of this bid to establish a term contract with the successful Bidder.

Funding Source: 110120501-5390 – General Fund Mgr-Housing/Homelessness
Total Project Funds: $125,000
Encumbrance: $125,000

Staff recommends award of this project to St. Vincent de Paul Society Diocesan Council of Southeast Alaska, Inc. for the total amount bid of $125,000.00

Approved: ______________________________
Duncan Rorie Watt
City & Borough Manager

Date of Assembly Approval:____________

cc: Scott Ciambor, Chief Housing Officer

MEMORANDUM

CITY/BOROUGH OF JUNEAU
155 South Seward Street, Juneau, Alaska 99801

TO: Rorie Watt
City and Borough Manager

DATE: October 11, 2019

FROM: Greg Smith
Contract Administrator

FILE: 2036

SUBJ: BID RESULTS:
JNU Taxiway A-D1-E
CBJ Contract No. BE19-218-

Bids were opened on the subject project on August 22, 2019. The bid protest period expired at 4:30 p.m. on August 23, 2019. Results of the bid opening are as follows:

RESPONSIVE BIDDERS	TOTAL BID
SECON	**$21,801,430.00**
Architect's or Engineer's Estimate	$17,747,931.80

Project Manager: Mike Greene, Airport Engineer

Project Description: This Project consists of three phases of work, each with distinctive work elements, work phase schedules, milestones and deadlines which will result in the rehabilitation of Taxiway A, the relocation of Taxiway D-1 and the realignment of Taxiway E. Phase 0 WORK will occur in the 2019 construction season and will include: the completion of administrative and materials submittals, materials procurement and the start of work on the construction of the Airfield Lighting Regulator Vault (ALRV) addition to the existing Snow Removal Equipment Building (SREB). Phase 1 WORK will occur in the 2020 construction season and will include: installation of temporary facilities to use Taxiway H as an active Taxiway, the relocation of Taxiway D1, the rehabilitation of the Taxiway H pavements by mill and overlay method, extension of Taxilane H and the completion of the new ALRV addition. Phase 2 WORK will occur in the 2021 construction season and will include: the realignment of Taxiway E, replacement of the Jordan Creek culvert under Taxiway A, rehabilitation of the Taxiway A pavements by mill and overlay method, airfield lighting controls cut-over from the existing ALRV to the new ALRV, airfield lighting improvements and restoration of temporary facilities to final configuration.

Funding Source: FAA Grant AIP 3-02-0133-080-2019; Passenger Facility Charges (PFC9)
Total Project Funds: $ 27,096,430.00
CIP No. A50-098
Construction Encumbrance: $21,801,430.00
Contract Administration/Inspection: $3,810,000.00
CBJ Administrative and other project costs: $1,485,000.00

Staff recommends award of this project to SECON for the total amount bid of $21,801,430.00.

Approved: ______________________________
Duncan Rorie Watt
City & Borough Manager

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

Date of Assembly Approval:______________

c: CBJ Purchasing

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

August 19, 2019

City & Borough of Juneau
Attn: City Clerk
Via Email: mcb_notice@juneau.org

License Number:	13222
License Type:	Marijuana Product Manufacturing Facility
Licensee:	ForgetMeNot Enterprises, Inc.
Doing Business As:	SOUTHEAST ESSENTIALS
Physical Address:	8505 Old Dairy Rd Suite 3 Juneau, AK 99801
Designated Licensee:	Norvin Perez
Phone Number:	907-419-0094
Email Address:	info@forgetmenotak.com

☒ **License Renewal Application** ☐ **Endorsement Renewal Application**

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a "conditional protest" as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board's satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to me the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Sincerely,

Erika McConnell

Erika McConnell
Director

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

August 19, 2019

City & Borough of Juneau
Attn: City Clerk
Via Email: mcb_notice@juneau.org

License Number:	13217
License Type:	Retail Marijuana Store
Licensee:	ForgetMeNot Enterprises, Inc.
Doing Business As:	GLACIER VALLEY SHOP
Physical Address:	8505 Old Dairy Road Suite 1 Juneau, AK 99801
Designated Licensee:	Norvin Perez
Phone Number:	907-419-0094
Email Address:	info@forgetmenotak.com

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Sincerely,

Erika McConnell

Erika McConnell
Director

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

August 16, 2019

City & Borough of Juneau
Attn: City Clerk
Via Email: mcb_notice@juneau.org

License Number:	15246
License Type:	Retail Marijuana Store
Licensee:	Borealis Mountain, Inc.
Doing Business As:	THUNDER CLOUD 9
Physical Address:	5310 COMMERCIAL BLVD 2B Juneau, AK 99801
Designated Licensee:	Jamie Letterman
Phone Number:	907-723-7234
Email Address:	manager@thundercloud9.buzz

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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

August 16, 2019

City & Borough of Juneau
Attn: City Clerk
Via Email: mcb_notice@juneau.org

License Number:	16213
License Type:	Retail Marijuana Store
Licensee:	Alaskan Kush Company LLC
Doing Business As:	ALASKAN KUSH COMPANY
Physical Address:	159 S Franklin St Juneau, AK 99801
Designated Licensee:	Casey Wilkins
Phone Number:	907-957-3877
Email Address:	cjwalaska@gmail.com

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Erika McConnell
Director

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Anchorage, AK 99501
Main: 907.269.0350

August 19, 2019

City & Borough of Juneau
Attn: City Clerk
Via Email: mcb_notice@juneau.org

License Number:	12176
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Taku Horticulture Company, LLC
Doing Business As:	TAKU HORTICULTURE COMPANY, LLC
Physical Address:	1758 Anka Street Building B, Suite A1 Juneau, AK 99801
Designated Licensee:	David Turner JR
Phone Number:	907-723-0106
Email Address:	dturner907@yahoo.com

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Director

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

August 19, 2019

City & Borough of Juneau
Attn: City Clerk
Via Email: mcb_notice@juneau.org

License Number:	13221
License Type:	Standard Marijuana Cultivation Facility
Licensee:	ForgetMeNot Enterprises, Inc.
Doing Business As:	GREEN VALLEY ENTERPRISES
Physical Address:	8505 Old Dairy Road Suite 2 Juneau, AK 99801
Designated Licensee:	Norvin Perez
Phone Number:	907-419-0094
Email Address:	info@forgetmenotak.com

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Sincerely,

Erika McConnell

Erika McConnell
Director

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

August 16, 2019

City & Borough of Juneau
Attn: City Clerk
Via Email: mcb_notice@juneau.org

License Number:	15245
License Type:	Standard Marijuana Cultivation Facility
Licensee:	North Star Gardens, Inc.
Doing Business As:	NORTH STAR GARDENS
Physical Address:	5310 COMMERCIAL BLVD 2A Juneau, AK 99801
Designated Licensee:	Jamie Letterman
Phone Number:	907-723-7243
Email Address:	jamie@thundercloud9.buzz

☒ **License Renewal Application** ☐ **Endorsement Renewal Application**

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Sincerely,

Erika McConnell

Erika McConnell
Director

Presented by: The Manager
Introduced: 10/14/2019
Drafted by: Finance

TRANSFER REQUEST FOR THE CITY AND BOROUGH OF JUNEAU, ALASKA

SERIAL NUMBER T-1022

It is hereby ordered by the Assembly of the City and Borough of Juneau, Alaska, that $80,000 be transferred:

From: CIP

W75-054	Douglas Highway Water Replacement	$80,000

To: CIP

W75-055	Salmon Creek Filtration Project	$80,000

The $80,000 consists of:

	Water Fund	$80,000

Moved and Approved this_____________day of ________________, 2019.

____
D. Rorie Watt, City Manager

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: 9/16/2019
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-38

An Ordinance Amending Ordinance No. 87-28 Vacating the Reversion Clause Relating to the Conveyance Agreement and Quit Claim Deed for Property Located at 1968 Lemon Creek Road, Further Described as Lot 20, Block D, Glacier View Subdivision.

WHEREAS, JAMHI Health & Wellness, Inc, is a nonprofit corporation that provides health and wellness services, especially mental health and support services for the benefit of the community;

WHEREAS, the City & Borough of Juneau granted a quitclaim deed (Book 289 Page 628) on July 30, 1987, for the property known as Lot 20, Block D, Glacierview Subdivision, Juneau Recording District, that included a reversion clause.

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

Section 1. Classification. This ordinance is a non-code ordinance.

Section 2. Amendment of Ordinance 87-28. Ordinance 87-28, attached as Exhibit 1, is amended by repealing and vacating the reversion clause in Section 2(a).

Section 3. Manager Authorization. In exchange for JAMHI Health & Wellness, Inc.'s assurance that it will continue to provide health and wellness services, especially mental health and support services for the benefit of the community, the Manager is authorized to execute a revised quitclaim deed that does not have a reversion clause.

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

Adopted this ________ day of ________________________, 2019.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: 04/20/87
Drafted by: C.J./S.J.F.

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 87-28

AN ORDINANCE AUTHORIZING THE MANAGER TO CONVEY LOT 20, BLOCK D, GLACIER VIEW SUBDIVISION, TO THE JUNEAU ALLIANCE FOR THE MENTALLY ILL (JAMI) AT NO COST FOR THE SOLE PURPOSE OF PROVIDING APARTMENT FACILITIES FOR JAMI'S SEMI-INDEPENDENT CLIENTS.

WHEREAS, the Juneau Alliance for the Mentally Ill (JAMI), a private,- nonprofit corporation, seeks title to a four-plex building located at 1968 Lemon Creek Road, described as Lot 20, Block D, Glacier View Subdivision (hereinafter referred to as "the property"), for the purpose of providing apartment facilities for JAMI's semi-independent clients, and

WHEREAS, on July 8, 1986, the Assembly approved the expenditure of Community Development Block Grant (CDBG) funds to acquire housing for the mentally ill, such housing program to be operated by JAMI, and

WHEREAS, on February 23, 1987, JAMI formally requested the city to purchase the property, and

WHEREAS, on March 10, 1987, the city received title to the property, and

WHEREAS, the Assembly Lands Committee, at its meeting on February 24, 1987, and the Planning Commission, at its meeting on March 24, 1987, recommended approval of the conveyance of the property to JAMI, with certain conditions, and

WHEREAS, the property to be conveyed will be used by JAMI solely for the purpose of providing a mental health service to the public which service is supplemental to governmental mental health services which could or should reasonably be provided by the state or the city and borough;

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

* Section 1. <u>Classification</u>. This ordinance is a noncode ordinance.

* Section 2. Pursuant to CBJ 53.09.260 and 53.09.610(b), which allows for the disposal of municipal land to private nonprofit corporations at less than market value, and notwithstanding Resolution Serial No. 1042, which states property will not be sold or given to a private, nonprofit corporation at less than market value, the manager is authorized to execute the conveyance of Lot 20, Block D, Glacier View Subdivision, to JAMI, at no cost, for the purpose of providing and operating apartment facilities for JAMI's semi-independent clients, subject to the following conditions:

(a) The deed whereby the city and borough conveys the property to JAMI shall contain a reversion clause allowing title to revert back to the city and borough, at the city and borough's option, should JAMI cease to use the property for the purpose set forth hereinabove. The reversion clause shall provide that in the event the title to property reverts to the city and borough, title to any improvements made to the property by JAMI shall vest with the city and borough, at the option of and at no cost to the city and borough.

(b) The deed whereby the city conveys the property to JAMI shall contain a clause referencing the "Conveyance Agreement" described in Section 2(c) hereinabelow.

(c) As a condition precedent to the city and borough executing the deed conveying the property to JAMI, the city and borough and JAMI shall enter into a "Conveyance Agreement" which shall contain the following conditions:

(1) JAMI's use of the property is limited to providing and operating an apartment facility for its semi-independent mentally-ill clients.

(2) The property shall not be used by JAMI as collateral to secure a debt without the prior written consent of the city and borough.

(3) JAMI shall be responsible for all insurance and maintenance costs associated with the property.

(4) The city and borough, its officers, employees, and agents shall not be held liable for any claims, liabilities, penalties, fines or for damage to any goods, property, or effects of any person whatsoever, nor for any personal injury or death, caused by or resulting from any act or omission of JAMI, or by any of JAMI's officers, employees, agents, representatives, contractors, or subcontractors in the

operation, use, or management of the property, and JAMI further agrees to appear and defend, and to indemnify and save free and harmless the city and borough, its officers, employees, and agents from and against any of the foregoing claims, liabilities, penalties, fines, or damages, whether or not valid, and for any cost and expense, including reasonable attorney's fees, incurred by the city and borough, its officers, employees, or agents on account of any claim therefor.

(5) JAMI shall relinquish permit CU-24-86 allowing a group home to be located on Montgomery Street, prior to transfer of title to the property.

(6) JAMI shall not place any client in the four-plex located on the property who has any medical or criminal history showing a pattern of violence which would cause JAMI to deem the client a threat to the residents of the neighborhood.

(7) Any other terms and conditions that the manager determines to be in the best interests of the city and borough.

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

Adopted this 4th day of May, 1987.

Mayor

Attest:

Patty Ann Polley
Clerk

Presented by: The Manager
Introduced: 9/16/2019
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-39

An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of Lot 1, Glacier Lands Subdivision, Located Near 5611 Montana Creek Road, from D3 to D5.

WHEREAS, the area of the proposed rezone, Lot 1, Glacier Lands Subdivision, located on Montana Creek Road, is currently zoned D3; and

WHEREAS, the applicant, Coogan Alaska, LLC, wishes to rezone the entire parcel to D5; and

WHEREAS, the Comprehensive Plan of the City and Borough of Juneau identifies this area of the Mendenhall Valley as Urban Low Density Residential (ULDR) in Land Use Map G; and

WHEREAS, ULDR is described as lands characterized by urban and suburban residential lands with detached single-family units, duplex, cottage, or bungalow housing, zero-lot-line dwelling units and manufactured homes on permanent foundations at densities of one to six units per acre and that any commercial development should be of a scale consistent with a single-family residential neighborhood; and

WHEREAS, the proposed rezone is located within the Urban Service Area Boundary, which has access to City and Borough water and sewer utilities to adequately accommodate higher development usage and which the CBJ Comprehensive Plan supports as an area for development to increase efficient land use; and

WHEREAS, the Comprehensive Plan vision, policies, implementing actions, standard operating procedures, and development guidelines support increased residential densities when appropriate infrastructure is in place to serve the development; and

WHEREAS, the D5 zone district is described as intended to accommodate primarily single family housing at a density of five dwelling units per acre; and

WHEREAS, rezoning the lot from D3 to D5 substantially conforms to the maps of the Comprehensive Plan; and

WHEREAS, the zone change application meets the criteria set forth in CBJ 49.75.120, as follows:

a) The zone change is greater than two acres and is an expansion of an existing zone district;

b) The application is not substantially similar to another rezone considered in the last 12 months; and

c) The proposed zoning district and the uses allowed therein are in substantial conformance with the Land Use Map of the Comprehensive Plan.

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

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

Section 2. Amendment to the Official Zoning Map. The official zoning map of the City and Borough, adopted pursuant to CBJ 49.25.110, is amended to change the zoning of Lot 1, Glacier Lands Subdivision, located on Montana Creek Road, from D3 to D5.

The described rezone is shown on the attached Exhibit "A" illustrating the area of the proposed zone change.

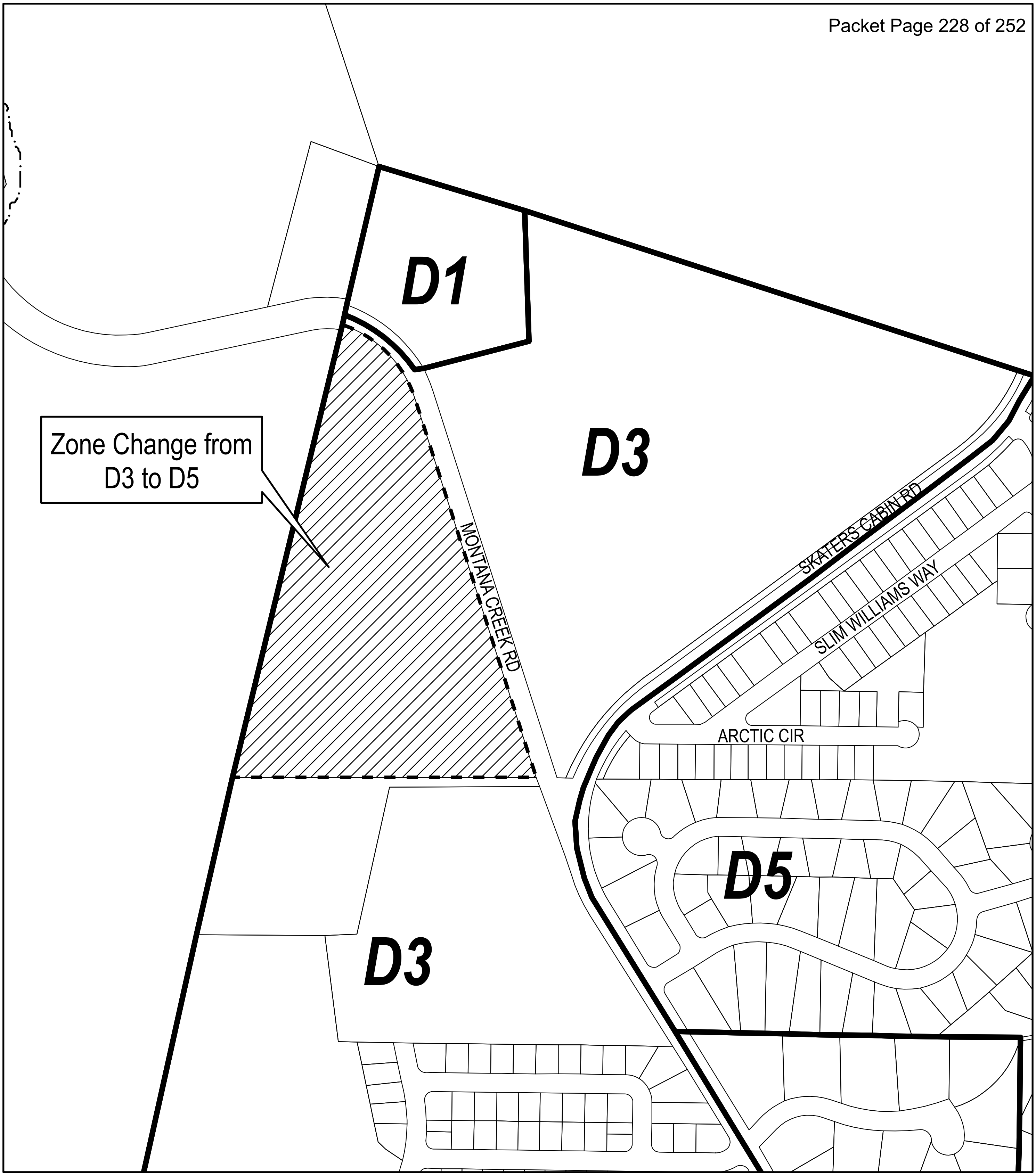
Section 3. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this ________ day of ________________________, 2019.

____
Beth A. Weldon, Mayor

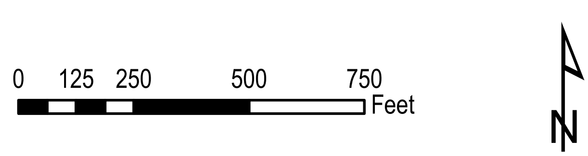
Attest:

____
Elizabeth J. McEwen, Municipal Clerk



AME20190008

Zone Change for
GLACIER LANDS LOT 1
from D3 to D5



Map created: 8/23/2019

Project source: P:\quinn\Projects\CDD\zoning_ordinances_5.mxd

Presented by: The Manager
Introduced: Sept. 16, 2019
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-11(AQ)

An Ordinance Appropriating to the Manager the Sum of $2,322,800 to Fund the City and Borough of Juneau's Fiscal Year 2019 Public Employee Retirement System Contribution; Funding Provided by the Alaska Department of Administration.

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 $2,322,800 to fund the City and Borough of Juneau's fiscal year 2019 Public Employee Retirement System contribution distributed as follows:

General Fund:	
Arboretum	$ 4,783
Clerk's Office	9,146
Community Development	92,035
Finance	183,792
General Engineering	84,458
Human Resources	28,958
Law	54,735
Libraries	84,002
Management Information Systems	71,885
Manager's Office	55,525
Mayor & Assembly	574
Parks and Landscape	15,025
Total General Fund	**$ 684,918**
Special Revenue Funds:	
Capital City Fire	$ 246,360
Capital Transit	161,041
Eaglecrest Ski Area	31,236
Lands & Resources	14,882
Parks and Recreation	122,761
Police	447,572
Streets	94,873
Visitor Services	798
Total Special Revenue Funds	**$ 1,119,523**

Enterprise Funds:	
Airport	$ 122,670
Docks	53,168
Harbors	60,007
Water	53,850
Wastewater	126,308
Waste Management	4,853
Total Enterprise Funds	**$ 420,856**
Internal Service Funds:	
Building Maintenance	$ 49,801
Public Works Fleet	26,484
Self-Insurance	21,218
Total Internal Service Funds	**$ 97,503**
Total Appropriation	**$ 2,322,800**

Section 3. Source of Funds

Alaska Department of Administration	$ 2,322,800

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

Adopted this ___ day of _________, 2019

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by:	The Manager
Introduced:	Sept. 16, 2019
Drafted by:	Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-11(AR)

An Ordinance Appropriating to the Manager the Sum of $2,176,791, to Fund Bartlett Regional Hospital's Fiscal Year 2019 Public Employee Retirement System Contribution; Funding Provided by the Alaska Department of Administration.

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 $2,176,791 to fund Bartlett Regional Hospital's fiscal year 2019 Public Employee Retirement System contribution.

Section 3. Source of Funds

Alaska Department of Administration	$ 2,176,791

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

Adopted this___day of _________, 2019.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by:	The Manager
Introduced:	Sept. 16, 2019
Drafted by:	Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-11(AT)

An Ordinance Appropriating to the Manager the Sum of $2,200,000, as Partial Funding for Bartlett Regional Hospital's Fiscal Year 2019 Operating Budget; Funding Provided by Hospital Revenues, and 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 $2,200,000 for Bartlett Regional Hospital's fiscal year 2019 operating budget.

Section 3. Source of Funds

Bartlett Regional Hospital FY19 Revenues	$ 1,700,000
Bartlett Regional Hospital Fund's Fund Balance	$ 500,000

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

Adopted this_________ day of _________, 2019.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: COW
Introduced: 09/05/2019
Drafted by: R. Palmer/Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-06(B)(d)

An Ordinance Appropriating to the Manager the Sum of $4,500,000 in Grant Funding for the Juneau Arts and Culture Center; Funding Provided by the Sales Tax Fund Balance.

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

Section 1. Classification. This ordinance is a non-code ordinance.

Section 2. Appropriation. There is appropriated to the Manager the sum of $4,500,000 as grant funding for the New JACC project.

Section 3. Grant Terms. This grant is subject to the following essential terms and conditions:

(a) The voters recommend providing a $4,500,000 grant at the election on October 1, 2019;

~~(b) The voters authorize the general obligation bond proposition for Centennial Hall at the election on October 1, 2019;~~

(b)~~(c)~~ The CBJ grant funds shall not be released until the New JACC project has received or has legal pledges for 90 percent of project funding;

(c)~~(d)~~ The grant expires on October 1, 2023, if the New JACC project has not received or does not have legal pledges for 90 percent of project funding;

(d)~~(e)~~ The Manager shall negotiate a contract to encumber the grant funding; and

(e)~~(f)~~ The Assembly may direct the Manager to add other terms and conditions that are in the public interest.

Section 4. Source of Funds.

Sales Tax Fund's Fund Balance	$4,500,000

Section 5. Sunset Provision. This ordinance is automatically repealed if the New JACC project has not received or does not have legal pledges for 90 percent of project funding by October 1, 2023 ~~condition (c) in Section 3 is not satisfied by October 1, 2023~~.

Section 6. Effective Date. This ordinance shall become effective upon certification of the election in which condition (a) in Section 3 is satisfied.

Adopted this ________ day of _______________________, 2019.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: Sept. 16, 2019
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-06(D)

An Ordinance Transferring $147,000 from the Juneau Renewable Energy Strategy (JRES) Implementation Capital Improvement Project, to the Manager for the Purpose of Providing a Grant to HeatSmart.

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. The appropriation to the Manager for the Juneau Renewable Energy Strategy (JRES) Implementation Capital Improvement Project is reduced by $147,000, to be transferred to the Manager as outlined in Section 3.

Section 3. Appropriation. There is appropriated to the Manager the sum of $147,000 for the purpose of making a grant in the amount of $147,000 to Heat$mart.

Section 4. Source of Funds.

Juneau Renewable Energy Strategy (JRES) Implementation CIP D12-083	**$147,000**

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

Adopted this_________ day of _________, 2019.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: Sept. 16, 2019
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-06(E)

An Ordinance Appropriating to the Manager the Sum of $25,402,903 as Funding for the Juneau International Airport Taxiways A, E, & D-1 Capital Improvement Project; Funding Provided by the Federal Aviation Administration Airport Improvement Program Grant.

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 $25,402,903 as Funding for the Juneau International Airport Taxiways A, E & D-1 Capital Improvement Project.

Section 3. Source of Funds

Federal Aviation Administration AIP Grant: $ 25,402,903

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

Adopted this ________ day of ____________, 2019.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth A. McEwen, Municipal Clerk

OFFICE OF THE MUNICIPAL CLERK
Ph: (907)586-5278 Fax: (907)586-4552
e-mail: city.clerk@juneau.org

September 26, 2019

Via certified, regular mail & email
Attn: James Barrett
Rainforest Farms, LLC
PO Box 21714
Juneau AK 99802

Re: AMCO Standard Marijuana Cultivation License #10026 and AMCO Retail Marijuana Store License #10050 Protest Recommendation

Dear Mr. Barrett,

The City and Borough of Juneau has received notice of your Standard Marijuana Cultivation License #10026 located at 5763 Glacier Hwy, Juneau AK 99801 and your Retail Marijuana Store License #10050 located at 216 2nd Street, Juneau AK 99801 from the Alcohol Marijuana Control Office.

As is our practice in these matters, staff from the Fire, Finance, Police, Community Development and Engineering/Public Works Departments have reviewed your establishments to insure compliance with CBJ Code 20.30.020.

The Finance Department recommends the Assembly protest the issuance of these licenses based on the following: a balance due of $25,112.24 for 2019 2nd Quarter Sales Tax, unfiled July 2019 monthly return and unremitted sales tax, marijuana tax, late fees, penalties and interest. The protest recommendation will remain in effect until your sales tax accounts are in full compliance.

Staff from the Community Development, Engineering/Public Works, Fire and Police Departments recommend the Assembly waive its right to protest the issuance of these licenses.

The Community Development Department (CDD) noted the CBJ Business Licenses for both operations are valid until December 31, 2019 and must be renewed by that date in order for the businesses to continue to operate in the Borough. CDD also noted that the approved Conditional Use Permit issued by CBJ may remain in good standing if the conditions of approval continue to be met unless the State license for the marijuana establishment is denied or revoked.

CBJ Code 20.30 provides you with the right to an informal hearing before the Assembly to address this protest. **This matter will be considered at the Monday, October 14, 2019 Regular Assembly meeting at 7:00 p.m. in the Assembly Chambers.** You have the opportunity to participate in an informal hearing before the Assembly during that meeting if you wish to do so.

Copies of the CBJ Code and Alaska Statutes pertaining to the protest process are enclosed for your reference. In the meantime, I urge you to continue to work with Finance staff to ensure all issues are resolved prior to this appearing before the Assembly on October 14.

Sincerely,

Diane Cathcart
Deputy Clerk

Enclosures
cc via email: Assembly & Staff Reviewers

20.30.010 - License required.

In addition to the license required by CBJ 49.65, article XI, a marijuana establishment may not operate in the City and Borough without first having obtained the applicable marijuana establishment license as required by state law.

(Serial No. 2016-22(am), § 4, 8-22-2016)

20.30.020 - Assembly review of license issuance, renewal, transfer, or continued operation.

(a) The assembly may protest the issuance, renewal, transfer, or continued operation of a marijuana establishment license as provided in state law. The protest shall cite any of the following criteria which the assembly determines to be pertinent:

(1) Failure of the applicant to secure a local license or permit, or if the applicant is in violation of any applicable local license or permit;

(2) That the applicant has violated a provision of AS 17.38 or regulations adopted by the state, or a condition imposed by the marijuana control board on the licensee, or if issuance of the license would violate a provision of state law or regulations;

(3) The business operated under the license is, on the date the assembly considers the license, delinquent in the payment of any sales tax or penalty or interest on sales tax arising out of the operation of the licensed premises;

(4) There are 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;

(5) There is 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;

(6) The business operated or to be operated under the license is violating or would violate the zoning code of the City and Borough;

(7) The business operated under the license is, on the date the assembly considers the application, in violation of state or local fire, health, or safety codes. A criminal conviction of this violation is not a prerequisite for a protest under this section;

(8) The concentration of other marijuana establishment or alcohol licenses in the area;

(9) Any factor identified by state statute or regulation as appropriate grounds for a protest;

(10) Any other factor the assembly determines is generally relevant or is relevant to a particular application.

(b) If the assembly or committee or a subcommittee thereof recommends protest of the issuance, renewal, transfer, or continued operation of a license it shall state the basis of the protest and the applicant shall be afforded notice and an opportunity to be heard at an abbreviated informal hearing before the assembly to defend the application. For the purposes of this subsection, notice shall be sufficient if sent at least ten days prior to the hearing by certified first class mail to the applicant's address identified on the state license application. At the conclusion of the hearing, the assembly decision to protest the application shall stand unless the majority of the assembly votes to withdraw the protest.

(Serial No. 2016-22(am), § 4, 8-22-2016)

3 AAC 306.060 Protest by local government (a) Not later than 60 days after the director sends notice of an application for a new marijuana establishment license, a new onsite consumption endorsement, renewal of a marijuana establishment license, renewal of an onsite consumption endorsement, license conversion, or transfer of a marijuana establishment license to another person, a local government may protest the application by sending the director and the applicant a written protest and the reasons for the protest. The director may not accept a protest received after the 60-day period. If the protest is a conditional protest, the board will require the applicant to show to the board's satisfaction that the requirements of the local government have been met before the director may issue the license. If the protest is not a conditional protest, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

(b) A local government may recommend that the board approve an application for a new license, a new onsite consumption endorsement, renewal of a license, renewal of an onsite consumption endorsement, license conversion, or transfer of a license to another person subject to a condition. The board will impose a condition a local government recommends unless the board finds the recommended condition is arbitrary, capricious, and unreasonable. If the board imposes a condition a local government recommends, the local government shall assume responsibility for monitoring compliance with the condition unless the board provides otherwise.

(c) If a local government determines that a marijuana establishment has violated a provision of AS 17.38, this chapter, or a condition the board has imposed on the licensee, the local government may notify the board. Unless the director finds that the local government's notice is arbitrary, capricious, and unreasonable, the director shall prepare the determination as an accusation against the licensee under AS 44.62.360 and conduct proceedings to resolve the matter as provided under 3 AAC 306.820.

(d) In this section,

(1) "local government" means each local government with jurisdiction over the licensed premises.

(2) "conditional protest" means a protest by a local government based on the local government's requirements that the applicant must meet before licensure, and that the applicant has not yet met but that the local government expects the applicant will be able to meet within a reasonable period of time.

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

August 19, 2019

City & Borough of Juneau
Attn: City Clerk
Via Email: mcb_notice@juneau.org

License Number:	10026
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Rainforest Farms, LLC
Doing Business As:	RAINFOREST FARMS, LLC
Physical Address:	5763 Glacier Highway Juneau, AK 99801
Designated Licensee:	James Barrett
Phone Number:	907-957-4751
Email Address:	rainforestjames@gmail.com

☒ **License Renewal Application** ☐ **Endorsement Renewal Application**

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a "conditional protest" as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board's satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to me the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Sincerely,

Erika McConnell

Erika McConnell
Director

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

August 16, 2019

City & Borough of Juneau
Attn: City Clerk
Via Email: mcb_notice@juneau.org

License Number:	10050
License Type:	Retail Marijuana Store
Licensee:	Rainforest Farms, LLC
Doing Business As:	RAINFOREST FARMS, LLC
Physical Address:	216 2nd Street Juneau , AK 99801
Designated Licensee:	James Barrett
Phone Number:	907-957-4751
Email Address:	rainforestjames@gmail.com

☒ **License Renewal Application** ☐ **Endorsement Renewal Application**

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to me the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

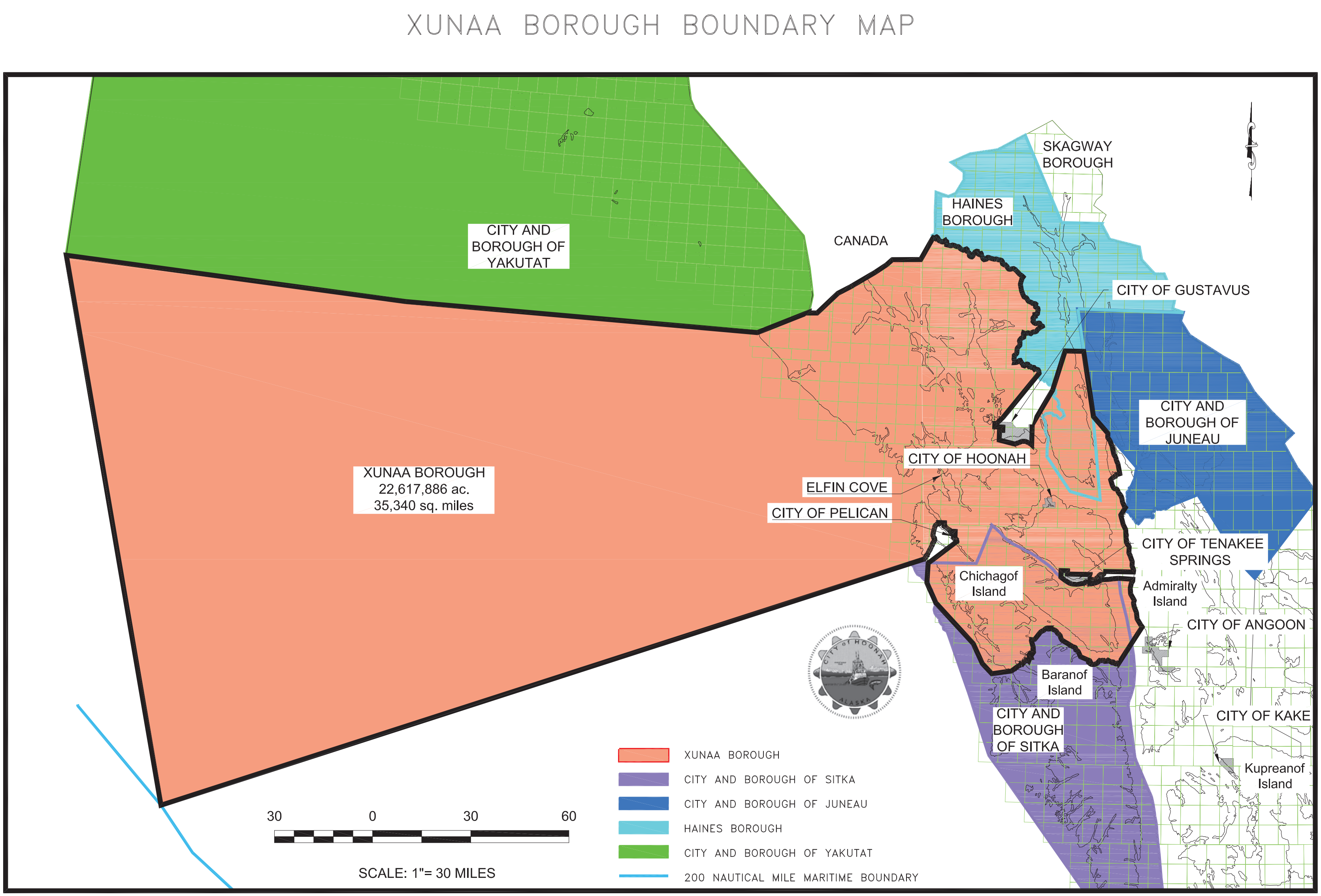
If you have any questions, please email amco.localgovernmentonly@alaska.gov.

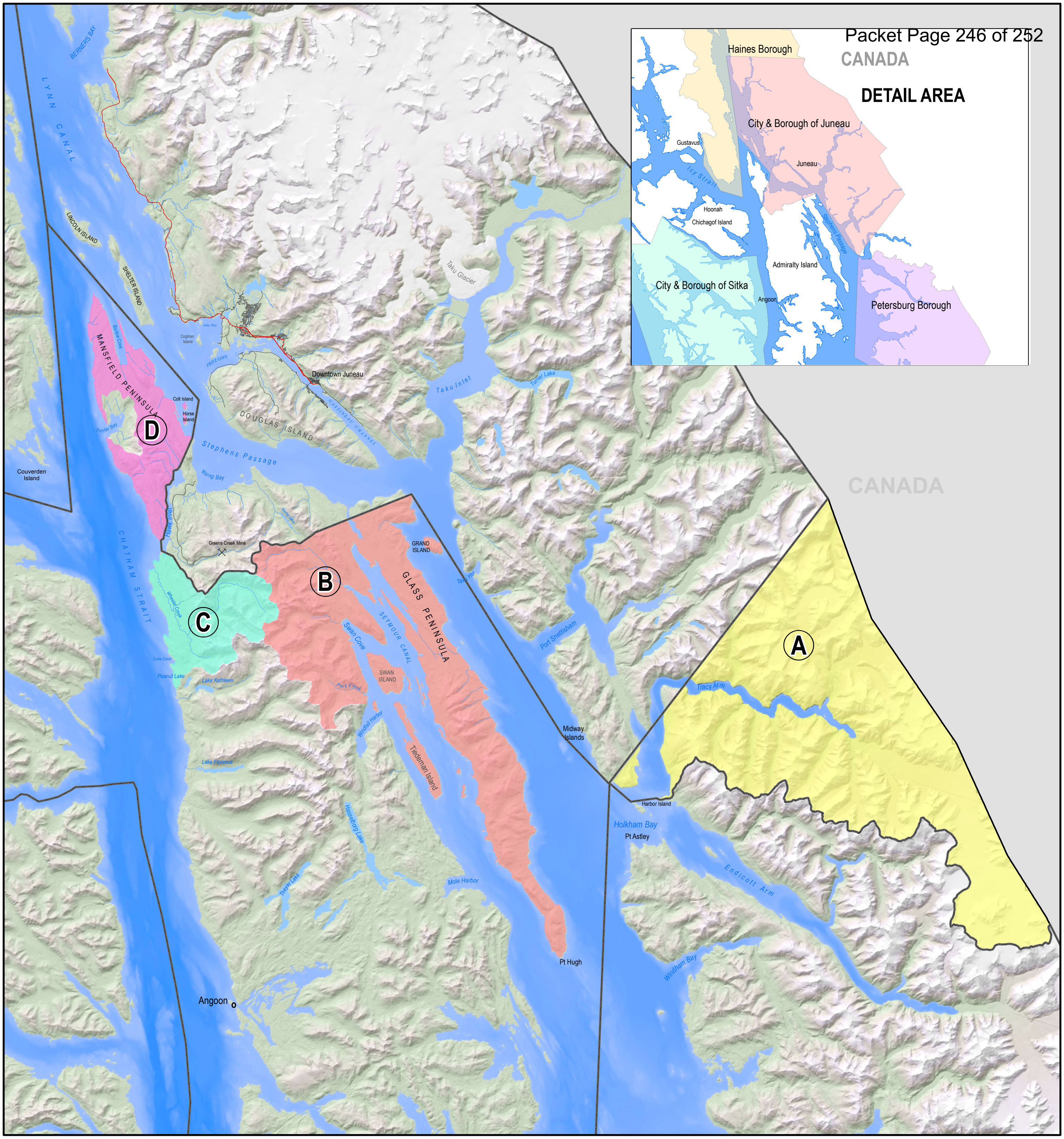
Sincerely,

Erika McConnell

Erika McConnell
Director

EXHIBIT C-2


XUNAA BOROUGH BOUNDARY MAP
CITY AND BOROUGH OF YAKUTAT
CANADA
SKAGWAY BOROUGH
HAINES BOROUGH
CITY OF GUSTAVUS
CITY AND BOROUGH OF JUNEAU
CITY OF HOONAH
ELFIN COVE
CITY OF PELICAN
XUNAA BOROUGH
22,617,886 ac.
35,340 sq. miles
CITY OF TENAKEE SPRINGS
Chichagof Island
Admiralty Island
CITY OF ANGOON
Baranof Island
CITY AND BOROUGH OF SITKA
CITY OF KAKE
Kupreanof Island
30 0 30 60
SCALE: 1"= 30 MILES
XUNAA BOROUGH
CITY AND BOROUGH OF SITKA
CITY AND BOROUGH OF JUNEAU
HAINES BOROUGH
CITY AND BOROUGH OF YAKUTAT
200 NAUTICAL MILE MARITIME BOUNDARY



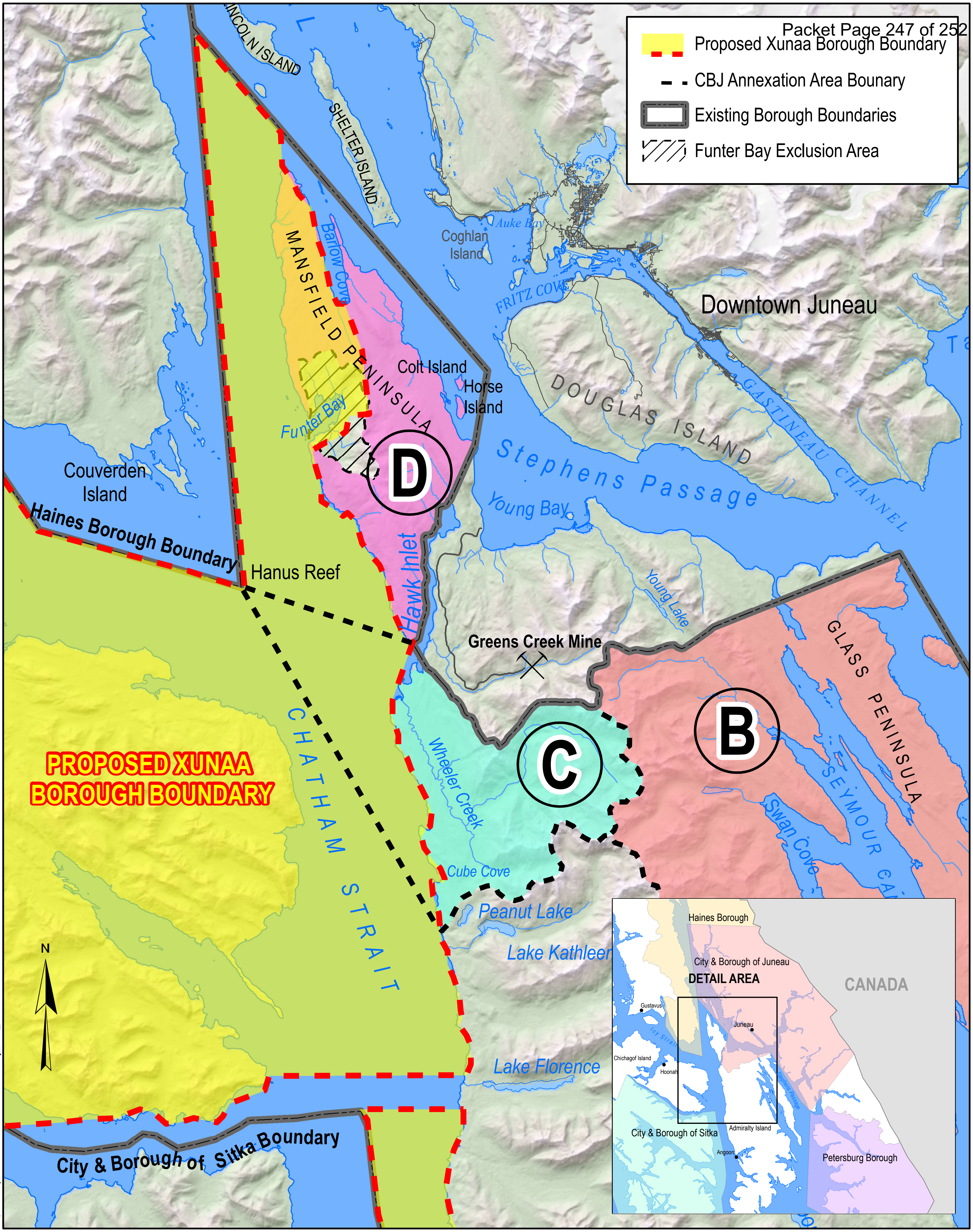
PROPOSED ANNEXATION AREAS

Map date: 7/9/2018

N

Legend

- Major Road
- Roads
- Borough Boundary
- Proposed Annexation Area A
- Proposed Annexation Area B
- Proposed Annexation Area C
- Proposed Annexation Area D



PORTION OF PROPOSED XUNAA BOROUGH BOUNDARY IN RELATION TO PROPOSED CBJ ANNEXATION AREAS C & D

2019-2020 Assembly Committee and Liaison Appointments

	Human Resources	*Lands, Resources & Economic Development*	Public Works and Facilities	Committee of the Whole	Finance	*School Facilities, CIP & Maintenance Team*	Board & Committee Liaisons & Other Assignments
Mayor Beth Weldon				Member	Member	Member	Juneau Economic Development Council (JEDC), AK Committee, Capitol Committee
Loren Jones				Member	**Chair**	**Chair**	Alaska Municipal League (AML), School Board (JSD)
Maria Gladziszewski			Member	**Chair**	Member		**Deputy Mayor**, Alaska Committee Alt.
Rob Edwardson		**Chair**		Member	Member		Airport Board, Local Emergency Planning Committee (LEPC)
Carole Triem		Member	Member	Member	Member		Aquatics, Travel Juneau, Chamber of Commerce
Michelle Hale	Member		**Chair**	Member	Member		Bartlett Hospital (BRH), Downtown Business Association (DBA), Juneau Commission on Aging (JCOA)
Wade Bryson	**Chair**		Member	Member	Member	Member	Eaglecrest, Parks & Recreation Adv. Comm. (PRAC), JEDC Alt.
Alicia Hughes-Skandijs	Member	Member		Member	Member	Member	Docks & Harbors, Juneau Comm. on Sustainability (JCOS), UAS Campus Council
Greg Smith	Member	Member		Member	Member		Planning Commission, Sister Cities Committee
Assembly Standing Committee Liaisons		Planning Commissioner, PRAC, Docks & Harbors	Planning Commissioner			**Plus School Board Members (TBA)**	

"*Liaison*" is defined as "the person who initiates and maintains contact between units in order to ensure concerted action and cooperation."

The Mayor is ex-officio on all CBJ committees.

All Assemblymembers are members of the Alaska Municipal League (AML) and of Southeast Conference.

All Assemblymembers are members of the Committee of the Whole (COW) and Finance Committee (AFC).

**** Indicates Committee Name changes as directed by Mayor Weldon.***

Created 10/14/2019 B. McEwen

CITY AND BOROUGH OF JUNEAU
VISITOR INDUSTRY TASK FORCE

CBJ Visitor Industry Task Force

There is created within the City and Borough of Juneau a ten-member Visitor Industry Task Force. The committee is composed of two Assembly members and eight members representing the various facets of the community. The proposed members from the Assembly are Triem and Bryson and the proposed members of the public are Kirby Day, Paula Terrel, Holly Johnson, Alida Bus, Dan Blanchard, Meilani Schijvens, Bobbie Meszaros, and Craig Dahl.

Assembly member Triem shall serve as chair. The committee shall elect a vice chair from among its members at its first meeting.

Purpose

The purpose of the committee shall be to provide helpful advice to the Assembly and to advance community thinking on a range of visitor industry topics, including:

1. Regarding the management of the visitor industry:
   a. Is the current approach to managing the visitor industry adequate to make Juneau an attractive place to live and to visit?
   b. Is the approach adequate within the existing dock infrastructure and within other foreseeable public or private infrastructure projects for the growth anticipated?
   c. If no to a. and/or b., what types of management ideas should be explored further?

2. The Long Range Waterfront Plan has guided CBJ thinking and actions on the development of waterfront infrastructure for the last 15 years. In the early 2000's, writing, considering and adopting the LRWP was very time consuming and an update or re-writing is likely similarly difficult and time intensive. Regarding the LRWP:
   i. What are the pros and cons of updating the LRWP?
   ii. If the LRWP was updated, should it be an infrastructure update, or should that update consider other policy or operational issues?

3. Regarding the persistent idea of a restriction on the number of visitors:
   a. Consider and research whether a restriction on the number of visitors arriving in Juneau would be legal, enforceable or practical.
   b. If found to be legal and enforceable, advise on the pros and cons of the concept of restricting the number of visitors and whether a restriction strategy might be:
      i. A concept that would apply to annual/seasonal visitation numbers?
      ii. A concept that would apply to daily visitation numbers?
   c. Consider whether changes to ship scheduling (daily arrivals and departures) might address community concerns with impacts.
   d. What are the pros and cons of CBJ becoming involved in dock scheduling?

4. Consider the pros and cons of collecting public opinion through formal surveys, including researching survey costs. Public opinion is always important for the Assembly to determine and collect; however, asking simple yes/no questions on nuanced issues can be polarizing and can be difficult to get the public to understand all of the details necessary for the formation of well-founded policy decisions.

Timeline
The members shall serve until completion of their tasks which are proposed to be completed and reported to the Assembly by February 28, 2019. The committee shall expire within six months of this date unless extended. The committee shall report to the Assembly Committee of the Whole as scheduled by the Deputy Mayor.

Meetings, Officers, Records, Quorum, Staff Support
The committee shall determine its meeting schedule according to its workload and at the call of the chair. All meetings shall be open to the public and advertised through the Municipal Clerk's office.

A majority of the committee members shall constitute a quorum for the transaction of its business. The committee shall follow the procedures used by the Assembly for transaction of its business, as interpreted by the City Attorney as necessary. The committee shall keep a record of its meetings, transaction, finding, determinations and written public comments received, which shall be filed with the Municipal Clerk and be open to public inspection at reasonable times.

The City Manager and City Attorney will provide staff support and assistance to the task force as appropriate and as time and priority allows.

Dated: October 14, 2019.

Beth A. Weldon, Mayor
City and Borough of Juneau

CITY AND BOROUGH OF JUNEAU
EAGLECREST SUMMER OPERATIONS TASK FORCE

CBJ Eaglecrest Summer Operations Task Force
There is created within the City and Borough of Juneau a six-member Eaglecrest Summer Operations Task Force. The Task Force is composed of three Assembly members and three Eaglecrest Board members. The proposed members from the Assembly are Gladziszewski, Triem and Bryson and the proposed members of the Eaglecrest Board are Garrison, Dale and Satre.

Assembly member Gladziszewski shall serve as chair. The committee shall elect a vice chair from among its members at its first meeting.

Purpose
The purpose of the task force shall be to research and explore potential business models for the development of Eaglecrest for summer tourism growth. The goal is to better understand the range of business models, costs and potential revenues from possible summer operations investments.

Formation of the task force does not presume that expanding summer operations at Eaglecrest is a decision that the Assembly will make. Continuation of the current level of summer operations shall be further studied and brought forward as a better understood approach.

Duties for the Task Force shall include:

1. Researching examples of summer business investments that have been successful at other similarly sized ski areas, particularly focusing on any ski areas run by public entities or non-profit organizations.

2. Better understanding the restrictions that are placed on the Eaglecrest Ski Area lands due to prior acceptance of Land and Water Conservation Fund grants.

3. Developing and understanding the pros and cons of business models that allocate the investment, risk and profit between Eaglecrest/CBJ and potential investors and/or tour operators.

4. Further analyze business case scenarios and proof test revenue and expenditure assumptions, including potential visitation levels, staffing levels and pricing approaches.

5. Develop understanding of public process necessary for consideration of possible approaches, including types of legislative authority that would be required for passage the Assembly.

6. Conduct a technical review of possible gondola alignments, tourist adventure rides and conveyance capacities of such systems.

7. Provide a review of pros and cons of provision of various types of adventure rides and amenities.

Timeline
The members shall serve until completion of their tasks and the task force is left to determine the best schedule for timely completion. In any case, the task force shall expire within nine months of this date unless extended. The committee shall report to the Assembly at either the Lands Committee or the Committee of the Whole as is appropriate.

Resources
In the FY20 CIP the Assembly appropriated $50,000 for "Eaglecrest Financial Sustainability Plan" that is available for necessary consulting assistance.

Meetings, Officers, Records, Quorum, Staff Support
The committee shall determine its meeting schedule according to its workload and at the call of the chair. All meetings shall be open to the public and advertised through the Municipal Clerk's office.

A majority of the committee members shall constitute a quorum for the transaction of its business. The committee shall follow the procedures used by the Assembly for transaction of its business, as interpreted by the City Attorney as necessary. The committee shall keep a record of its meetings, transaction, finding, determinations and written public comments received, which shall be filed with the Municipal Clerk and be open to public inspection at reasonable times.

The City Manager and Eaglecrest Manager will provide staff support and assistance to the task force as appropriate and as time and priority allows.

Dated: October 14, 2019.

Beth A. Weldon, Mayor

City and Borough of Juneau