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

July 22, 2019 7:00 PM

Assembly Chambers
No. 2019-27

Submitted By:

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Duncan Rorie Watt
City and Borough Manager

I. FLAG SALUTE

II. ROLL CALL

III. SPECIAL ORDER OF BUSINESS

A. **Special Recognition: Cathy Turner**

B. **Special Recognition: Gary Gillette**

C. **Special Recognition: Bob Bartholomew**

IV. APPROVAL OF MINUTES

A. **March 19, 2019 Draft Special Assembly Meeting #2019-15**

B. **March 21, 2019 Draft Special Assembly Meeting #2019-16**

C. **March 22, 2019 Draft Special Assembly Meeting #2019-17**

D. **April 1, 2019 Draft Regular Assembly Meeting #2019-18**

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 2019-31 An Ordinance Increasing the Rates for Water and Wastewater Utility Services.**

   The last utility rate increase approved by the Assembly became effective on July 1, 2018. In March 2019, the Utility Advisory Board recommended that Water and Wastewater Utility rates increase by 4% in each of the next five years. In April 2019, The City Manager recommended an alternative: that Water and Wastewater Utility rates increase by 2% in each of the next five years. The increased revenue from these new rates will be used for anticipated operating cost growth and allow increased investment in needed capital improvements.

   This ordinance provides a balance between these two recommendations with a 4% rate increase for both Water and Wastewater Utilities beginning in January 2020 and 2% rate increases for the 2021-2024 period effective each July 1. The first rate increase will be 18 months after the last increase in 2018 and the second rate increase will again be 18 months from the January 2020 rate increase. These rate increases provide for prudent investment in water and wastewater systems while acknowledging a desire to mitigate the impacts to the rising cost of living in Juneau.

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

   b. **Ordinance 2019-36 An Ordinance Temporarily Increasing the Hotel-Motel Room Tax by Two Percent, from Seven Percent to Nine Percent, for a Fifteen Year Period, and Providing for a Ballot Question Ratifying the Increase.**

   This ordinance would place the question of temporarily increasing the hotel-motel room rental tax from seven to nine percent on the ballot at the next regular municipal election. In accordance with the Assembly Committee of the Whole direction at its meeting on July 15, 2019, the increase would be for fifteen years from January 1, 2020, until December 31, 2035. The hotel-motel room rental tax would automatically return to seven percent on January 1, 2036.

   The hotel-motel room rental tax was last increased in 1988. The increased rate authorized by this ordinance would initially generate an estimated $440,000 per year in additional revenue. It is the intent of the Assembly to use this increase in the hotel-motel room rental tax to provide funding for the construction of capital improvements for Centennial Hall. Proceeds could also be used to help pay for general obligation debt service relating to Centennial Hall. If this ordinance is adopted by the Assembly, it would also need to be approved by the voters in the October election.

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

c. **Ordinance 2019-35(b) An Ordinance Authorizing the Issuance of General Obligation Bonds in the Principal Amount of Not to Exceed Ten Million Dollars to Finance Capital Improvements to the Facilities of the City and Borough, and Submitting a Proposition to the Voters at the Election to Be Held Therein on October 1, 2019.**

This ordinance authorizes the issuance of not to exceed $10 million of general obligation bonds. The purpose of the bonds is to fund renovations to Centennial Hall. Initial project scope is provided in section 6 of the ordinance. The funding sources to repay the bonds are:

- 2% increase in the hotel tax (if approved by the voters) paying 45% of the debt service payments.
- 0.1 mills (1% total increase in tax) increase in the property tax mill rate paying 55% of the debt service payments.

The ordinance provides for the issuance of 15 year bonds. If this ordinance is approved the question of whether to sell the bonds would be placed before the voters on October 1, 2019. The need for the bond/debt financing was discussed and approved at the July 15 Assembly Committee of the Whole meeting, and staff was directed to prepare an ordinance for final consideration.

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

d. **Ordinance 2019-35(a) An Ordinance Authorizing the Issuance of General Obligation Bonds in the Principal Amount of Not to Exceed Seven Million Dollars to Finance Capital Improvements to the Facilities of the City and Borough, and Submitting a Proposition to the Voters at the Election to Be Held Therein on October 1, 2019.**

This ordinance authorizes the issuance of not to exceed $7 million of general obligation bonds. The purpose of the bonds is to fund renovations to Centennial Hall. Initial project scope is provided in section 6 of the ordinance. The funding sources to repay the bonds are:

- 2% increase in the hotel tax (if approved by the voters) paying 65% of the debt service payments.
- .04 mills (0.4% total increase in tax) increase in the property tax mill rate paying 35% of the debt service payments.

The ordinance provides for the issuance of 15 year bonds. If this ordinance is approved the question of whether to sell the bonds would be placed before the voters on October 1, 2019. The need for bond/debt financing was discussed and approved at the July 15 Assembly Committee of the Whole meeting, and staff was directed to prepare an ordinance for final consideration.

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

e. **Ordinance 2019-34 An Ordinance Calling for an Advisory Ballot Proposition on Grant Funding for the New Juneau Arts and Culture Center.**

The existing City-owned arts and culture facility needs replacement. The City and Borough has been asked to provide a $7.5 million grant for the New JACC to help attract substantial additional private funds. At the Committee of the Whole meeting on July 15, the Committee directed that an ordinance be presented asking the voters whether the CBJ should provide a grant for the New JACC.

If a grant is made in the current fiscal year for $7.5 million, $1 million would be appropriated from FY20 sales tax revenue, $3.5 million would be appropriated from the sales tax fund balance and $3 million would be appropriated from the general fund balance. The Assembly discussed that it intends to replenish the draw on fund balances by reallocating an additional $2 million of unallocated 1% sales tax over the next three years and reallocating the $4.5 million of 1% sales tax funds over the next three years that was originally programmed for Centennial Hall improvements, which the voters approved in 2017.

The Assembly also discussed that it intends to replenish the 1% sales tax funds originally programmed for the Centennial Hall improvements by issuing general obligation bonds. The general obligation bonds are intended to be paid back by raising the hotel-motel room rental tax by two percent and increasing the property tax by 0.1 mills (~1% overall rate increase).

If the voters support the City and Borough providing a grant for the New JACC, the Assembly intends to impose the following grant conditions in an appropriation:

(1) that to provide grant funds, the voters would need to approve the general obligation bond proposition for Centennial Hall at this election;

(2) that the grant funds not be released until the New JACC project is funded at 90 percent, which must occur prior to October 1, 2023;

(3) the Manager shall negotiate a contract to encumber the grant funding; and

(4) the Assembly may direct the Manager to add other conditions that are in the public interest.

The Manager recommends the Assembly introduce this ordinance and refer it to the Committee of the Whole scheduled for July 29, 2019.

f. **Ordinance 2019-06(B)(v.1) An Ordinance Appropriating to the Manager the Sum of $7,500,000 in Grant Funding for the Juneau Arts and Culture Center; Funding Provided by the FY20 Sales Tax Revenues, Sales Tax Fund Balance, and General Fund Balance.**

This ordinance would appropriate $7,500,000 in grant funding for the JACC. Funding sources are:

FY20 Sales Tax Revenue	$1,000,000

Sales Tax Fund's Fund Balance $3,500,000
General Fund's Fund Balance $3,000,000

At its June 15, 2019, meeting, the Assembly Committee of the Whole (COW) approved proving funding for the JACC grant. Direction from the COW 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 balances and then reimburse the funds as revenues come in.

The City Manager recommends the Assembly introduce this ordinance and refer it to the Committee of the Whole scheduled for July 29, 2019.

g. **Ordinance 2019-06(B)(v.2) 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.
Funding sources are:

FY20 Sales Tax Revenue:	$1,000,000
Sales Tax Fund's Fund Balance:	$3,500,000

At their June 15, 2019, meeting, the Assembly Committee of the Whole (COW) approved proving funding for the JACC grant. Direction from the COW was to use funds from the 2017 voter approved 1% sales tax. Since the sales tax funds will be received during the next 4 years it is necessary to initially use fund balance and then reimburse the fund as revenues come in.

The Manager recommends the Assembly introduce this ordinance and refer it to the Committee of the Whole scheduled for July 29, 2019.

2. Resolutions

a. **Resolution 2854 A Resolution Changing the Methodology for Calculation of Stipend for Emergency Service Volunteers, and Repealing Resolution 2554.**

The volunteer firefighter stipend program has been updated to more effectively meet the needs of the organization and to comply with federal and state labor laws. The proposed update was created with input from a committee of volunteers, volunteer mentors and officers. The updates are supported by the Gastineau Chapter of Alaska State Fire Fighters.

Under the proposed revisions, stipends are distributed in three parts. There is a stable fixed stipend that all volunteers in good standing receive based on their current certification level. Additional stipend amounts can be earned through responding to an emergency call. The third element of the revised program provides a predictable quarterly reimbursement to volunteers for general expenses such as vehicle maintenance and/or day care. This program also fixes inequities that are created when a volunteer rides on a 24 hour shift.

It is anticipated that the revised volunteer stipend system will cost approximately $60,000 less in FY20. The additional $60,000 will be used to help pay for volunteers and volunteer officers to attend additional training and relevant conferences and used for volunteer recognition and retention programs. Currently these costs are paid for through volunteer fundraising efforts. Volunteer time is a very valuable commodity; it is a benefit to the community to utilize their time in training and responding to emergencies instead of fundraising for items not normally covered in a department budget.

The Human Resources Committee at its meeting on June 24, 2019, moved to forward Resolution 2854 to the Assembly for approval.

The City Manager recommends the Assembly adopt this resolution.

b. **Resolution 2858 A Resolution Ratifying the Labor Agreement between the City and Borough of Juneau and the Public Safety Employees Association, AFSCME Local 83, 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 Public Safety Employees Association (PSEA) for a collective bargaining agreement that will go in 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 $571,000 in Fiscal Year 2020, $652,000 in Fiscal Year 2021, and $735,000 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 PSEA membership and the economic terms are in keeping with Assembly direction.

The City Manager recommends the Assembly adopt this resolution.

c. **Resolution 2859 A Resolution Ratifying the Labor Agreement between the City and Borough and the Marine Engineers Beneficial Association.**

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 Marine Engineers Beneficial Association (MEBA) for a collective bargaining agreement that will go in effect on July 1, 2019, and expire on June 30, 2022.

The tentative agreement includes economic modifications of annual wage increases of 2%, 1%, and 1% during the three years of the contract, a $500 per employee lump sum payment, and increases to the employer contribution to health insurance of approximately 5% each year for the three years of the contract. In addition, there are minor housekeeping language changes to the collective bargaining agreement.

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

The economic terms are in keeping with Assembly direction.

The City Manager recommends the Assembly adopt this resolution.

d. **Resolution 2860 A Resolution Amending the Personnel Rules and Approving Economic Terms between the City and Borough and the City and Borough of Juneau Non-represented Employees.**

This resolution would provide Assembly approval for certain economic terms of employment in fiscal year 2020 to fiscal year 2022 for non-represented employees and approve the corresponding changes to the Personnel Rules. Specifically, this resolution approves annual wage increases of 2%, 1%, and 1% over the next three fiscal years, up to 5% increases to the employer contribution to health insurance for the next three fiscal years, and a $500 lump sum payment to full time employees employed on July 1, 2019 that is prorated for part time and seasonal employees.

This resolution is in accordance with previous Assembly direction.

The City Manager recommends the Assembly adopt this resolution.

e. **Resolution 2861 A Resolution Urging the Alaska Legislature and Governor to Restore Funding for the State Operating Budget to Help Ensure Long Term Fiscal and Economic Stability for the Citizens of the State of Alaska.**

The Assembly has requested a strongly worded and diplomatic resolution that expresses its dismay at the Governor's vetoes of the state operating budget and encouraging the Legislature and Governor to work together to restore funding to critical state programs and services and to help ensure the long term fiscal and economic stability of the state.

The City Manager recommends the Assembly adopt this resolution.

3. Bid Award

a. **DH18-013 Statter Harbor Improvements Phase III(A)**

The project generally consists of demolishing the old launch ramp and travel lift pier. After demolition, the inner harbor will be dredged and a rock obstruction will be drilled and blasted through a rock pad built by the contractor. Preliminary dirt work and soft ground settlement for a new MSE wall will take place as well as the installation of a storm drain system.

Bids were opened on this project on July 17, 2019. The bidders and their total bids are as follows:

Bidders	Total Bid

Pacific Pile & Marine, LP	$4,061,000
Western Marine Construction, Inc.	$4,216,200
Kiewit Infrastructure West Co.	$5,770,600
Engineer's Estimate	$2,957,900

At a special board meeting on July 17, 2019, the Docks and Harbors Board unanimously approved award of this bid to Pacific Pile & Marine, LP. 75% of project funds will come from the cruise passenger vessel excise tax and 25% will come from harbor funds that are already in a CIP which has sufficient funds to award.

The City Manager recommends award of this project to Pacific Pile & Marine, LP, for the total amount bid of $4,061,000.

b. **DH19-014 Downtown Waterfront Improvements**

The project consists of all activities necessary to construct the Downtown Waterfront Improvements Phase I project as shown in the contract documents. The work generally includes demolition, salvage, earthwork, utilities, sewer lift station, curb and gutter, storm drains, concrete paving, concrete retaining walls, steel pipe piles, steel pipe caps, timber and reinforced concrete structural decks, guardrails, planters, parking canopy, power and lighting and other associated improvements.

Bids were opened on this project on July 16, 2019. The bidders and their total bids are as follows:

Bidders	Total Bid
Trucano Construction Co.	$12,367,699
Coogan Construction Co.	$13,212,570
Pacific Pile & Marine, LP	$16,280,000
Engineer's Estimate	$13,623,730

The City Manager recommends award of this project to Trucano Construction Company in the total amount bid of $12,367,699.

4. Other Items for consent

a. **New License-Standard Marijuana Cultivation Facility License #21086 NUGZ, LLC**

CBJ received notice of the following new Alcohol and Marijuana Control Office (AMCO) marijuana license application:

Standard Marijuana Cultivation Facility, License #21086, NUGZ LLC., d/b/a NUGZ LLC., located at: 9331 Glacier Hwy, Juneau

CBJ staff from the Police, Fire, and Finance departments reviewed this application for compliance with CBJ laws and regulations and recommends that the Assembly waive its right to protest the issuance of this license. The Community Development Department also waives its right to protest but requests the CBJ add the following verbiage to the letter sent to AMCO from CBJ notifying AMCO of the Assembly decision:

Although NUGZ, LLC does not yet have a CBJ Marijuana Business License, a Building Permit, or a Conditional Use Permit, CDD recommends allowing the applicants to move forward to obtain the State License. The applicant cannot operate in the Borough until the following is completed - approval of the Conditional Use Permit, a Certificate of Occupancy for the structure, and issuance of the CBJ Marijuana Business License.

Due to the large quantity of documents associated with each marijuana license, your packets have been limited to the following documents:

- State of Alaska Alcohol & Marijuana Control Office (AMCO) Notice to Local Governing Body
- AMCO Marijuana online application forms (redacted)

Copies of all the documents relating to this license are available upon request from the office of the Municipal Clerk during regular business hours.

In the event the Assembly does protest the issuance of this 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 sixty-day comment period for local governing body action will expire as of Tuesday, August 13, 2019.

The City Manager recommends the Assembly waive its right to protest the issuance of AMCO marijuana license #21086.

5. Transfers

a. **Transfer T-1020 A Transfer of $642,441 from Existing Capital Improvement Projects including from Statter Harbor Loading Facility CIP, and from Taku Harbor Deferred Maintenance CIP, and from Statter Harbor Breakwater Safety CIP; to Statter Harbor Improvement Phase III CIP, and to Amalga Fish Cleaning Station CIP, and to ABMS Maintenance & Improvement CIP.**

This transfer moves a total of $642,441 from three different projects into three other projects. The funds consist of $139,919 of sales tax funds and $502,522 of harbor 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. Notably, this transfer would simply move money to different accounts; a separate appropriation ordinance is required to spend the money. The breakdown of specific actions is as follows:

From: CIP

H51-093	Statter Harbor Loading Facility	$139,919
H51-109	Taku Harbor Deferred Maintenance	$140,062
H51-106	Statter Harbor Breakwater Safety	$362,460

To: CIP

H51-108	Statter Harbor Improvements-Ph III	$267,379
H51-105	Amalga Fish Cleaning Station	$140,062
H51-117	ABMS Maintenance & Improvements	$235,000

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

The City Manager recommends approval of this transfer.

VIIIPUBLIC HEARING

A. **Ordinance 2019-29(b) 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 certain marijuana retail stores. This ordinance would amend CBJ's codes to allow marijuana to be consumed outdoors at a marijuana retail store with an onsite consumption endorsement.

The Committee of the Whole discussed this topic on April 8, June 10, and July 8, 2019. On July 8, the Committee amended the ordinance to version b, which would only allow marijuana consumption at a marijuana retail store with an onsite endorsement in a State approved outdoor location. A memo from the City Attorney is in the packet that describes some of the policy considerations discussed at the July 8 Committee of the Whole meeting.

The City Manager recommends the Assembly adopt this ordinance.

B. **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 assisted living 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 April 8, April 29, and June 10,

2019. The Committee referred this ordinance back to the Assembly for public hearing.

The City Manager recommends the Assembly adopt this ordinance.

C. **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 City Manager recommends the Assembly adopt this ordinance.

D. **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 City Manager recommends the Assembly adopt this ordinance.

E. **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, the packet for which also contain more detailed memos describing background for this ordinance.

The City Manager recommends the Assembly adopt this ordinance.

F. **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 forwarded this ordinance to the Assembly for approval at its meeting on June 25, 2019.

The City Manager recommends the Assembly adopt this ordinance.

G. **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 City Manager recommends the Assembly adopt this ordinance.

H. **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 City Manager recommends the Assembly adopt this ordinance.

I. **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 City Manager recommends the Assembly adopt this ordinance.

J. **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 City Manager recommends the Assembly adopt this ordinance.

IX. UNFINISHED BUSINESS

A. Assembly Appeal #2019-01 Terraces at Lawson Creek v. CBJ Assessor: Proposed Decision

This is a 2019 property tax appeal filed by the Volunteers of America for multi-family property known as the Terraces at Lawson Creek. The Assembly accepted the appeal, assigned a presiding officer who administered a prehearing conference and established a briefing schedule. The Assessor filed a motion to dismiss. After considering the briefing by both parties, the Assembly issued the proposed decision. The proposed decision was served on the parties on July 9, who had five days to file objections. No objections have been filed.
No testimony or evidence of any nature other than that contained in a timely filed objection may be received by the Assembly at this meeting.

The City Attorney recommends the Assembly adopt the proposed decision as the final decision for this appeal.

X. NEW BUSINESS

A. Airport Terminal Reconstruction Art Panel

The Juneau International Airport is currently designing the Phase II Airport Terminal Reconstruction project. This project must comply with CBJ Ordinance 62.65 "Art Works in Public Places"; requiring 1% of the construction costs to public art. The Airport is looking to incorporate some of the art work into the building during construction. The Art Panel was established by the Assembly earlier this year. This spring, the Art Panel reviewed 35 proposals and selected four artists with work totaling $147,800.

The attached memo outlines the four artists, their proposed work and the costs. The Airport Board concurred with the art panel recommendation at the May 14, 2019 Airport Board meeting. On July 1, 2019, the Public Works and Facilities Committee concurred with the Art Panel selection, as outlined. In accordance with the ordinance, the art panel recommendation is forwarded on to the Assembly for final concurrence.

The City Manager recommends that the Assembly concur with the recommendations of the Art Panel.

XI. STAFF REPORTS

A. **Annexation Update Regarding Resolution 2817am**

Resolution 2817am directed the Manager to file an annexation petition for the areas described in the resolution. CBJ staff drafted that petition and submitted it for informal technical review to the Local Boundary Commission. In early July, the Commission provided helpful recommendations like updating the fiscal exhibits for FY20, clarifying police services, and clarifying geographic descriptions of the areas. Staff has made those changes and is ready to submit the petition for formal review and further public process.

XII. ASSEMBLY REPORTS

A. Mayor's Report

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

C. Presiding Officer Reports

XIII. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

XVI. SUPPLEMENTAL MATERIALS

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

SPECIAL ASSEMBLY MEETING
THE CITY AND BOROUGH OF JUNEAU, ALASKA

Meeting Minutes - March 19, 2019

MEETING NO. 2019-15: The Special Meeting of the City and Borough of Juneau Assembly, held in the Assembly Chambers of the Municipal Building, was called to order at 5:30 p.m. by Mayor Beth Weldon.

I. CALL TO ORDER / ROLL CALL

Assembly Members Present: Mayor Beth Weldon, Deputy Mayor Maria Gladziszewski, Loren Jones, Michelle Hale, Wade Bryson, Carole Triem, Rob Edwardson, Alicia Hughes-Skandjis

Assembly Absent: Wade Bryson, Mary Becker

Bartlett Regional Hospital Board Members Present: Lance Stevens, Dr. Lindy Jones, Dr. Bob Urata, Brenda Knapp, Mark Johnson, Mr. Solomon-Gross, Rosemary Hagevig, Deborah Johnston, Marshal Kendziorek

A quorum of each group was present.

Staff Present: City Manager Rorie Watt, Deputy Manager Mila Cosgrove, Municipal Clerk Beth McEwen, Assistant City Attorney Megan Costello, HRRM Manager Dallas Hargrave, BRH CEO Chuck Bill, BRH Behavioral Health Bradley Grigg,

II. APPROVAL OF AGENDA

III. SPECIAL ORDER OF BUSINESS

A. Annual Joint Meeting with the Bartlett Regional Hospital Board

Hospital Board President L. Stevens highlighted the topics that are primarily of concern to the board at this time include the following:

- Status of the Sleep Off services
- Title 40 changes
- Construction capital and projects lined up
- Operating Budget for FY20
- Impact of the State Budget on BRH

Sleep Off Status

The Sleep Off Center is right in the middle of the Rainforest Recovery Center (RRC) remodel project and currently they are averaging only 1 client per day using the Sleep

Off Center with an expense of $800,000/year. At this time, BRH staff and the City Manager have been exploring alternatives and options as a community to provide the sleep off services outside the BRH RRC complex. Possible options include using the services of St. Vincent DePaul and Capital City Fire and Rescue (CCFR). Mr. Watt explained that it is a tricky issue and they are currently collecting information and looking at all options and will bring those back to the Assembly Committee of the Whole. Dr. Jones shared that with respect to the crisis stabilization grant, some of the people who have been directed to sleep off would benefit from longer term assistance if they wish to go into recovery.

Title 40 Changes

Mr. Stevens explained that they have been working on some changes to Title 40 over the past year. The primary changes are mostly housekeeping and formatting but one of the substantive changes includes some language related to contract work, non-compete clauses and language that allowed medical staff to supersede the board's authority. They worked with the medical executive staff as well as the previous city attorney and current city attorney on language changes to fix those concerns. There are a few more steps to be done at the BRH side before forwarding the requested code changes to the Assembly.

Capital Budget and Construction Projects

BRH Members and Mr. Bill provided an overview of the current capital budget and construction projects. BRH is working to make sure they are meeting service needs, expanding where needed and have some remodel and maintenance projects lined up. Mr. Bill provided details about a pharmacy remodel which is currently out to bid that was brought about as a result of federal requirements relating to air handling in the pharmaceutical area to ensure the safety of the pharmacists who are dispensing chemotherapeutic agents. Those changes are resulting in a domino effect including moving things around near the chemo therapy area as well as the gift shop.

Other capital improvements currently in development include Rainforest Recovery Center remodel. The detox/sleep off center is right in the middle of that project so they are working on resolving those issues while plans are being developed for the RRC remodel.

The Crises Stabilization Center is in the works and they were recently given a grant towards this project. The Center would be half adult and half youth crisis intervention, with two separate wings of the same building to maximize staffing and space needs, it would be a very extensive capital project requiring a major retrofit or demolishing and rebuilding. They are doing the final analysis at this time to determine the best course. They are currently looking at what Providence is doing for due diligence to ensure they are providing the services that are needed. It will provide an alternate from temporarily housing crisis folks in the Emergency Room (ER).

Discussion took place regarding the differences between the mental health beds currently at the hospital and how the crisis stabilization program would differ from those. They also discussed the changes that have been happening across the state as a result from overflow from Alaska Psychiatric Institute (API) and that BRH has been taking patients from as far away as Nome. One of the biggest benefits it provides to the community is the ability to keep adolescents in town rather than sending them outside of Juneau to receive the care they need. The state has given them a substantial amount of funding to make this program work but it will take some major capital improvements to make it happen. Mr. Bill provided some of the details of the project including the different levels of care as well as the funding sources. Some of the funding will be coming from the Alaska Mental Health Trust (AMHT) as well as Premera which is investing approximately $1.5 million in this from a windfall they received due to tax law changes. The program has been on a fast track and has already been approved for the Federal Medicaid waiver program.

Ms. Hale as chair of the Assembly Public Works and Facilities Committee requested that BRH Board try to align some of the BRH CIPs with what the Assembly is working on. She would like to see them work together to align the facilities projects with the overall CBJ CIP plan. Mr. Stevens said they are in the process of working on updating an overall campus plan that will include 5 and 10 year goals for CIP projects.

Other updates includ, BRH has been working to find an ophthalmologist and they are currently in working on finalizing a contract with Dr. Cottstein whom they hope will be joining them within the month. They also received a request from some of the doctors to invest in the equipment for performing robotic surgery. They have brought in a third party to evaluate that option and they will be receiving that report at their next board meeting. The robotic surgical equipment has the potential for use primarily by the GYN/Urology doctors. The Blood Bank of Alaska made the rounds after opening their new collection facility in Jordan Creek. At this time, BRH is currently under contract with their current blood provider and there is not an early out option. The contract is in effect until December 2021 but that gives BRH the time to evaluate their blood supply/needs.

Operating Budget for FY20

Mr. Stevens said the Operating Budget is at $3.7 million assuming there are no significant payer changes. He said he can almost guarantee there will be significant payer changes. That was bottom line if everything went according to plan and their goal was to be able to put a balanced budget forward if they lost the rural demonstration project funds as 2020 is the last year of the rural demonstration project funding. He went on to explain how the Medicaid and Medicare program funding works with CMS (Center for Medicaid Services) setting the rules to determine hospital's eligibility for Medicare and Medicaid. Based on where we are headed given the current budget climate, they can expect some significant changes. CMS also oversees the rural demonstration project funding and BRH has been working with the congressional delegation in Washington D.C. to get those funds permitted on a permanent basis rather than it renewing every 5 years. They have the support of our delegation on this issue.

Mr. Stevens explained that one of the things with CMS and their cost calculations for reimbursement is that they currently exclude the 22% PERS add on expense. Chuck Bill went with Max Mertz, who served as an expert witness, to Washington D.C. to present their case to CMS as to why the 22% PERS is an inescapable cost and why those costs should be included in their Medicare/Medicaid reimbursement. Their testimony went fairly well and it is anticipated that it will take approximately one year before they see the final decision as to how much of those funds might be reimbursed by CMS.

Impacts of the State Budget on BRH

Ms. Gladziszewski asked if they could talk about the impacts of the current proposed state budget on the BRH budget.

Mr. Stevens said with respect to the state budget medicaid funding, there is not a lot of detail and just a cut line. If Medicaid is reduced 33-38%, based on their current Medicaid income, that comes to a $6.6 or $6.8 million shortfall. However, the devil is in the details and they do not have the details. Depending on what those details might be, that will determine which programs/services will be affected and how the bottom line will be impacted.

Assembly and BRH members discussed what that might look like to the citizens of Juneau and how the expansion of Medicaid may or may not have changed patients' behavior and use of the medical services. Ms. Hagevig gave an overview of the timelines involved. They discussed how Medicaid changes may or may not change to be exactly what it looked prior to Medicaid expansion. They touched on the charity care and how, while those services will still be required to be provided and they would be billable, they may not be reimbursed depending on what happens with the Medicaid program.

Mr. Bill explained that prior to the Medicaid expansion, they were receiving 5 cents on the dollar in reimbursement whereas once the Medicaid expansion took place, that went up to 50 cents on the dollar. The primary services impacted by the Medicaid expansion were the ER and RRC and he anticipates those services would also be the primary ones affected by cuts to the Medicaid reimbursements.

Mr. Jones asked about the impacts resulting from the crisis stabilization clientele and if those would be new patients or continuing patients being served elsewhere. Mr. Bill explained that approximately 70% would be new patients and 30% ongoing or returning patients who have been using ER services. Most of those patients are likely on Medicaid or CHIP (Children's Health Insurance Program) funding.

Mr. Stevens said if the state budget is implemented as is, the impacts will be far more extensive than just to the Medicaid piece. A large percentage of the BRH budget comes from local citizens who are employed by or retired from the state and or receive funds from state agencies and those budget cuts will also impact bottom line. There are many and various ramifications from the governor's proposed budget. Currently the payer mix is 64% paid by government (Medicaid, Medicare, CHAMP, etc…), 34% paid by commercial, and 2% is self-pay. The difference is that the commercial billing is paid at the rate of 98 cents on the dollar whereas they only receive 50 cents on dollar for governmental payments. That ratio has flipped from what it had been ten years ago. That challenges their ability to continue to provide the same services they did ten years ago. Ms. Hagevig said that some of the state insurance providers are encouraging their clients to get their services out of state.

Discussion then turned to the CBJ budget timelines and whether there may be any changes to the CBJ budget once the state finalizes its budget. The Manager has to submit a budget to the Assembly by April 5 and the Assembly has to adopt its budget by June 15. They are moving forward with what they anticipate the budget will be for 2020 and may need to amend it at a later date depending on what does ultimately happen at the state level.

BRH members and the Assembly discussed the state's proposed cuts and its ramifications to the budgets of all facets of local government. Mr. Bill explained that the federal government does provide matching funds to the state's dollars in the Medicaid program and for the pre-expansion Medicaid patients, for every dollar the state puts into the program, Medicaid matches it dollar for dollar. For the Medicaid expansion program, the feds are matching 90 cents for every dollar the state puts in. He went on to explain that when you look at the state cuts proposed, the state is looking to save $243 million out of their operation but that translates to $750 million in overall health care cuts within the state which is an incredibly bad management decision.

Ms. Gladziszewski said that all of these technical issues are complicated and she doesn't think the community members have any understanding about the hospital as an asset to our community. Mr. Johnson also said that the level of service we have at our hospital is very different from most communities this size and while our isolation contributes to that somewhat to the uniqueness of our hospital.

Mr. Edwardson, Ms. Hughes-Skandijs, and Mayor Weldon extended their thanks to the Hospital Boardmembers for their service on the board and all the work they do on behalf of the community.

IV. CONSENT AGENDA

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

Introduction

None.

B. Assembly Requests for Consent Agenda Changes

None.

C. Assembly Action

MOTION by Ms. Gladziszewski to adopt the Consent Agenda and asked for unanimous consent. *Hearing no objection, the consent agenda was adopted.*

1. Ordinances for Introduction

a. **Ordinance 2019-10 An Ordinance Authorizing the Manager to Lease up to an Acre of City and Borough Property Located at Lot 4, HDK Subdivision, Near Anka Street and the South Lemon Creek Material Source, to Juneau Composts! LLC for a Composting Facility.**

This ordinance would authorize the City Manager to lease CBJ property behind Home Depot to Juneau Composts! LLC for a composting facility. The Lands Committee and the Planning Commission passed motions of support for the proposal. The Assembly, at its November 5, 2018 meeting, authorized the City Manager to negotiate a fair market value lease with Juneau Composts! LLC. The proposed ordinance will authorize a lease term for 5 years at the current market value of $200.00 per month per quarter acre.

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

b. **Ordinance 2019-11 An Ordinance Authorizing the Manager to Lease Property known as Gunakadeit Park (Pocket Park) and Located at Juneau Townsite, Block 13, Lot 9, Near 139 S. Franklin Street to Franklin Foods LLC.**

This lease application was initially submitted by Dave McCasland for Alaska Sustainable Seafoods LLC (dba Deckhand Dave's), but was modified on March 14 by Mr. McCasland to change the lessee name to Franklin Foods LLC. The applicant plans to use the leased land for outdoor food sales with portable restrooms and a seating area.

On November 5, 2018, the Assembly passed a motion to direct the City Manager to negotiate a fair market value lease of the lot, formerly known as Gunakadeit Park, to the applicant.

The Planning Commission recommended leasing the lot to the applicant for a term of one year. The term of the lease in the proposed ordinance is for one year and fair market value has been determined, by appraisal, to be $3,250 per month from May through September and $1,000 per month for the remaining months of the year.

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

2. Liquor License

a. **New Liquor License for Juneau Yacht Club License #5747**

<u>**New Liquor License Application**</u>
License Type: Club License, License #5747
Juneau Yacht Club d/b/a Juneau Yacht Club
Location: 1301 Harbor Way, 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 the 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 liquor license application.

V. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

VI. ADJOURNMENT

There being no further business to come before the Assembly, the meeting was adjourned at 6:35 p.m.

Signed: ___________________________ Signed:_________________________

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

SPECIAL ASSEMBLY MEETING
THE CITY AND BOROUGH OF JUNEAU, ALASKA

Meeting Minutes - March 21, 2019

MEETING NO. 2019-16: The Special Meeting of the City and Borough of Juneau Assembly, held in the Assembly Chambers of the Municipal Building, was called to order at 5:30 p.m. by Mayor Beth Weldon.

I. CALL TO ORDER / ROLL CALL

Assembly Members Present: Mayor Beth Weldon, Loren Jones, Michelle Hale, Wade Bryson, Carole Triem, Maria Gladziszewski, Rob Edwardson, Alicia Hughes-Skandjis

Assembly Absent: Mary Becker

Airport Board Members Present: Chair David Epstein, Jerry Godkin, Chris Peloso, Dennis Harris, Dennis Bedford, Angela Rodell

Absent: Al Clough

A quorum of each group was present.

Staff Present: City Manager Rorie Watt, Deputy City Manager Mila Cosgrove, City Attorney Rob Palmer, Municipal Clerk Beth McEwen

II. APPROVAL OF AGENDA

Approved as presented.

III. SPECIAL ORDER OF BUSINESS

A. Annual Joint Meeting with the Airport Board

Members of the Assembly and Airport Board introduced themselves. Mayor Weldon invited Airport Chair David Epstein to lead the discussion.

Mr. Epstein gave an overview of the Airport's accomplishments over the past year as well as the challenges facing them in the near future. Members of both the Airport Board and the Assembly discussed the Snow Removal Equipment Facility (SREF), the next terminal renovation phase with which they have been struggling with LEED Certification, and the fiscal challenges relating to the state budget. Mr. Epstein said that the while the state has stopped providing CIP funds it has not stopped collecting aviation fuel taxes. He recommended, as a municipally owned airport, they may be interested in forming a coalition with other municipalities who own their own airports to try to recoup those aviation fuel taxes.

The members had a discussion regarding the LEED certification issue and Mr. Watt gave a more in depth explanation of how the LEED standards work and the process involving the Juneau Commission on Sustainability (JCOS) and how that ties into the Airport Board projects. These issues won't be resolved at this meeting but will continue to be discussions and a process that will be worked out between the Airport Board, JCOS, the City Manager, and the Assembly.

Angela Rodell, the Airport Finance Committee Chair touched on the accomplishments the board has had with respect to leveraging as much federal funding as possible. She also discussed the goals and challenges with respect to the Airport passenger charges and grants for terminal reconstruction project. Over the next five years, they are in excess of $50 million dollars in construction projects planned with approximately 9.2 million in FAA funds to help with some of these projects.

Boardmembers and Assemblymembers then discussed the nuances of projects, Project Labor Agreements (PLAs) and what extent those projects might include PLAs. They also discussed the payment percentage splits between the state (2%), city (2.5%) and federal (95%) funds for the CIP projects associated with the airport. That discussion lead to Passenger Facility Charges (PFCs) which is based on a formula set by the federal government. The PFC rates are set by Congress and while airports have been trying to get them to raise those fees, they have not been raised since 2005 and they only apply to the first two airports that people travel through. The Airport Manager has been in discussions with our Washington D.C. lobbyists about this issue and lobbying efforts will continue.

Boardmembers then provided additional information and the board and Assemblymembers discussed the following topics:

- Leases for airport lands, hangars, etc...
- OSHA issues
- Campground/security issues
- Area over by the Huna Totem Business park
- Security issues with the parking lot by the EVAR (Emergency Vehicle Access Road)
- 1% for Art with the north terminal renovation project.
- Maintenance, including snow removal of 42 miles of "highway/road system" on the airport property.
- Parking/loading zone enforcement including public education about the cell phone lot and the $100 fine for parking in the loading/unloading zone.

Mr. Watt provided a brief report regarding the FAA audit and the cost allocation for the Fire Department as well as the issues relating to the firefighting foam. CBJ has hired an environmental consultant to do testing for CBJ and it appears to not be as much of a concern as in some other communities.

Mr. Edwardson as the Assembly liaison to the Airport Board thanked the boardmembers for their service and how efficient their meetings are and the Airport staff for all the work they do to make sure our airport runs smoothly.

Mayor Weldon thanked the Airport boardmembers for coming and participating in this joint meeting and for their service to the community.

IV. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None.

V. ADJOURNMENT

There being no further business to come before the Assembly, the meeting was adjourned at 6:49 p.m.

Signed: ____________________________ Signed:__________________________

Elizabeth J. McEwen
Municipal Clerk

Beth A. Weldon
Mayor

SPECIAL ASSEMBLY MEETING
THE CITY AND BOROUGH OF JUNEAU, ALASKA

Meeting Minutes - March 22, 2019

MEETING NO. 2019-17: The Special Meeting of the City and Borough of Juneau Assembly, held in the Assembly Chambers of the Municipal Building, was called to order at 5:00 p.m. by Mayor Beth Weldon.

I. CALL TO ORDER / ROLL CALL

Assembly Members Present: Mayor Beth Weldon, Loren Jones, Wade Bryson, Carole Triem, Maria Gladziszewski, Mary Becker (telephonic), Rob Edwardson, Alicia Hughes-Skandjis and Michelle Hale

Assembly Absent: None.

Staff Present: City Manager Rorie Watt, Deputy Manager Mila Cosgrove, City Attorney Robert Palmer, Municipal Clerk Beth McEwen, Finance Director Bob Bartholomew, Assistant City Attorney Meghan Costello, Law Office Manager Deb Senn

II. APPROVAL OF AGENDA

Mayor Weldon stated that before they began the official portion of the meeting, she wished to extend her thanks to the CBJ negotiating team consisting of City Manager Rorie Watt, Deputy City Manager Mila Cosgrove, City Attorney Robert Palmer, Finance Director Bob Bartholomew, Port Director Carl Uchytil, Assistant City Attorney Meghan Costello and their Contract Attorney Bob Blasco. She also extended her thanks to the CLIAA negotiating team Charlie Ball, John Binkley, and Mike Tibbles. She thanked them and extended the Assembly's appreciation for the hard work to finding a solution which could be moved forward.

III. PUBLIC HEARING

A. Ordinance 2018-11(AF) An Ordinance Appropriating to the Manager the Sum of $1,950,000 as Funding for the Settlement of the Cruise Lines International Association Alaska (CLIAA) Lawsuit; Funding Provided by General Fund’s Fund Balance.

   This ordinance would appropriate $1,950,000 to pay the payments agreed in the CLIAA lawsuit settlement agreement. $1,500,000 is for a payment to CLIAA to cover a portion of their legal fees. $450,000 is to reimburse CBJ for the remaining portion of our legal fees not initially paid with Marine Passenger Fees.

   To facilitate timely payment, the original funding source is FY19 General Fund’s Fund Balance. The entire $1,950,000 expenditure will be reimbursed in the beginning of FY20 (July 1, 2019) from Marine Passenger Fees pursuant to Ordinance 2019-14.

The City Manager recommends this ordinance be adopted.

Public Comment:
Mr. John Binkley thanked the Assembly, the Mayor and the CBJ negotiating team for the effort in getting this settlement completed and the litigation behind them. He said CBJ is well represented by Mr. Watt, he does a phenomenal job for the Assembly and the community. He said it has been difficult working on this issue over the past few years but Mr. Watt has always been a gentleman and CLIAA has appreciated the approach that he and his team have taken. CLIAA is pleased with the settlement, it is an opportunity for all of the cruise industry and the community of Juneau to move forward. He said that CLIAA realizes when they bring visitors here, they are guests in this community and it is their primary responsibility they make certain they act as guests and work with CBJ to make certain that CLIAA sustains and maintains the excellent quality of life for the people of Juneau. To that end, he said they want to work together as they go forward and they are exciting about this and happy to be turning a new chapter and working together.

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

B. Ordinance 2019-14 An Ordinance Appropriating to the Manager for FY20 the Sum of $1,950,000 as Funding to Reimburse the General Fund for the Funds Appropriated for the Settlement of the Cruise Lines International Association Alaska (CLIAA) Lawsuit; Funding Provided by Marine Passenger Fees.

This ordinance would appropriate $1,950,000 to reimburse the payments, made in FY19 in accordance with Ordinance 2018-11(AF). The original payments were to fulfill some of the financial terms of the CLIAA lawsuit settlement agreement. $1,500,000 is to reimburse a payment to CLIAA to cover a portion of their legal fees. $450,000 is to reimburse CBJ for the remaining portion of our legal fees.

The entire $1,950,000 expenditure reimbursement will be funded from FY20 Marine Passenger Fees. This ordinance would be effective July 1, 2019.

The City Manager recommends this ordinance be adopted.

Public Comment:
None.

Assembly Action:
MOTION by Mr. Jones to adopt Ordinance 2019-14 and asked for unanimous consent. *Hearing no objection, the motion carried.*

C. Resolution 2852 A Resolution Authorizing the Manager to Execute a Settlement Agreement Regarding the Cruise Ship Litigation CLIAA v. CBJ.

This resolution would authorize the city manager to execute a settlement agreement with CLIAA, the Cruise Lines International Association Alaska, thus ending three years of litigation over the imposition and expenditure of CBJ's cruise ship passenger fees.

This settlement agreement will support the best interests of the CBJ, the members of CLIAA individually and collectively, cruise ship passengers, all Alaska ports and the citizens of Juneau. It is an excellent solution to a difficult problem. Both parties are relieved to have settled the litigation in such an amicable manner.

CBJ and CLIAA haven't agreed on the exact meanings of the law, but both parties recognize that solid communication will continue to be necessary to keep the parties together. This settlement agreement provides a framework that should help the parties avoid future litigation. CBJ believes that the services that it provides are services to vessels and/or facilitate the marine operation or interstate marine enterprise of a vessel. CLIAA has agreed to not object to use of fees by CBJ to provide these services.

The City Manager looks forward to continued collaboration with cruise ship industry representatives and heartily thanks them for the extensive good faith negotiations that resulted in this agreement.

The City Manager recommends this resolution be adopted.

Public Comment:
None.

Assembly Action:
MOTION by Ms. Gladziszewski to adopt Resolution 2852 and asked to speak to her motion.

Ms. Gladziszewski said that they have been involved in this lawsuit for the past three years and she has been involved since it began. She said that Assemblymembers have not spoken publicly about this even in the face of sometimes inaccurate information that was going around. She said they felt it was more important for CBJ to argue its case in the courts and they believed it was the right thing to do for Juneau. It has been a long road and there are thousands of pages of documents on the website, with approximately 800 individual files. She said the negotiating teams, lawyers, and Assembly have been working on it for a long time and in general, the basic fundamental reason the city has been continuing to work on this is that they value local control of our waterfront and they wanted to be responsible stewards of the funds collected to benefit passengers and the operation of the vessels. She said they are very pleased that this has come to this resolution and the bottom line for the city is that there is no change to the historical practices we have had. She said they look forward to continuing to work with the cruise industry and continue to do the best we can for the vessel operations and their millions of passengers who come to visit Juneau.

Ms. Gladziszewski thanked everyone who worked on bringing about this resolution and asked for unanimous consent to pass the resolution.

Hearing no objection, the motion carried.

IV. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None.

V. ADJOURNMENT

There being no further business to come before the Assembly, the Mayor adjourned the meeting at 5:11 p.m.

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

Clerk's Note: Following adjournment of the meeting, the Mayor, City Manager, Clerk, and CLIAA representatives signed the documents that were passed during the meeting.

DRAFT

THE CITY AND BOROUGH OF JUNEAU, ALASKA

Meeting Minutes - April 1, 2019

I. FLAG SALUTE

MEETING NO. 2019-18: 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.

II. ROLL CALL

Assembly Members Present: Mayor Beth Weldon, Maria Gladziszewski, Loren Jones, Rob Edwardson, Wade Bryson, Carole Triem (telephonic), Michele Hale and Alicia Hughes-Skandijs

Assembly Absent: Mary Becker

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, Housing/Homelessness Coordinator Irene Gallion, Engineering/Public Works Director Mike Vigue, Deputy Parks and Recreation Director Michele Elfers, Port Director Carl Uchytil, Lands Manager Greg Chaney, Superintendent of Schools Dr. Bridget Weiss, and School District Finance Officer Sarah Jahn

III. SPECIAL ORDER OF BUSINESS

A. US Forest Service Certificate of Appreciation

Mayor Weldon read a Certification of Appreciation from the U.S. Department of Agriculture/Forest Service awarded to the City of Juneau dated February 28, 2019 which stated the following:

"We wanted to take this opportunity to share our heartfelt appreciation for all of the extraordinary support shown to our family of federal employees during the partial government shutdown and beyond. We are humbled and honored by the outpouring of support from neighbors, businesses, non-profits, schools, spousal clubs, associations and many others. Whether you provided a helping-hand, resources or just someone to talk to, it was appreciated by all."

Signed by M. Earl Stewart, Forest Supervisor, Tongass National Forest

IV. APPROVAL OF MINUTES

MOTION by Mr. Edwardson to approve the minutes of the Assembly meetings of January 7, 14, 22, March 6, 11, 13, and 15, 2019 with some minor grammatical corrections and asked for unanimous consent. *Hearing no objection, the minutes were approved.*

A. January 7, 2019 Draft Regular Assembly Meeting #2019-01

B. January 14, 2019 Draft Special Assembly Meeting #2019-02

C. January 22, 2019 Draft Special Assembly Meeting #2019-04

D. March 6, 2019 Draft Special Assembly Meeting #2019-10

E. March 11, 2019 Draft Special Assembly Meeting #2019-11

F. March 13, 2019 Draft Special Assembly Meeting #2019-12

G. March 15, 2019 Draft Special Assembly Meeting #2019-14

V. MANAGER'S REQUEST FOR AGENDA CHANGES

None.

VI. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Mr. William Quayle thanked the Assembly for making changes to the regulations which will be coming back to the Assembly for approval on April 22.

VII. CONSENT AGENDA

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

None.

B. Assembly Requests for Consent Agenda Changes

None.

C. Assembly Action

MOTION by Ms. Gladziszewski to adopt the Consent Agenda and asked for unanimous consent. *Hearing no objection, the motion carried.*

1. Ordinances for Introduction

a. Ordinance 2019-12 An Ordinance Prohibiting Commercial Rental or

Provision of Dockless Vehicles and Imposing a Permit Moratorium and Sunset Date.

Dockless transportation devices (scooters and e-bikes) have become a growing management and policy concern in communities in the lower 48. The dockless nature of these devices mean that they are randomly distributed cluttering sidewalks, rights of way, and other public spaces. This impairs pedestrian access and has raised concerns about ADA access. In addition, there are significant safety concerns. Scooters in particular are viewed as potentially hazardous to the riders, pedestrian traffic and vehicular traffic in the area. The scooters operate at speeds of up to 15MPH. While they can be operated in a more nimble fashion than bikes, they are not well designed for use on uneven surfaces which can result in riders being thrown from the devices at high speeds. There are positives to dockless transportation devices as well; they can extend the comfortable range of pedestrian commutes, supplement transit routes by effectively closing gaps in routes, they can help reduce automobile traffic, and they are perceived as a cleaner form of transportation than fuel burning alternatives. This proposed ordinance would institute a moratorium for dockless vehicles to give the community an opportunity to develop reasonable regulations for dockless vehicles.

The City Manager recommends this ordinance be introduced, referred to the Planning Commission for consideration, and then set for public hearing.

b. Ordinance 2019-15 An Ordinance Authorizing the Manager to Amend the Wireless Communications Site Lease with Vertical Bridge S3 Assets, LLC at 3000 Jackson Road.

Vertical Bridge has requested to lease an additional 144 square feet from the CBJ. This lease will provide space for additional ground equipment to utilize open space on the tower. This lease amendment will update the contact information, extend the lease by adding an additional lease term of five years, and update the rent schedule to include increased rent for an additional sub-lessee. The Lands Committee passed a unanimous motion of support for the lease amendment at its January 14, 2019 meeting.

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

c. Ordinance 2019-16 An Ordinance Authorizing the Manager to Convey Approximately 600 Square Feet of Property Located at Lot 1, USS 3559 to the Owners of the Adjacent Property Located at 9223 North Douglas Highway.

Thomas Daugherty requested to purchase a small fraction of City owned property in order to have enough area to subdivide his existing lot into two residential lots. Mr. Daugherty's lot is approximately 512 square feet below the minimum size needed to subdivide and requests buying approximately 600 square feet of City property. The Land Management Plan allows for this type of disposal. The Lands Committee and the Planning Commission recommended that the Assembly approve the sale. The value of this property has been determined by the Manager and Assessor to be $2,400. The applicant will pay market value and all surveying, subdivision, recording and closing costs.

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

d. Ordinance 2019-17 An Ordinance Authorizing the Sale of Four City and Borough Parcels Located at Lena Point Near 16550 Ocean View Drive and 16550 Pt. Lena Loop Road and Establishing the Terms and Conditions Related to the Sale.

The South Lena Subdivision was recorded in 2006 and set aside as a large lot to protect an eagle nest. The plat included a note describing that if the eagle nest was abandoned, the lot may be subdivided and developed. In 2017, the United States Fish and Wildlife Service determined the eagle's nest had been abandoned. The lot was then subdivided into four lots. The four lots were appraised and determined to have the following fair market values:

Lot 1A	0.600 acres	$101,000
Lot 1B	0.549 acres	$100,000
Lot 1C	0.645 acres	$ 94,000
Lot 1D	0.554 acres	$ 90,000

If any lot remains unsold after the sealed competitive bid sale, an over-the-counter sale of the remaining lots would be authorized.

The Lands Committee passed a unanimous motion of support to sell these lots at its meeting on January 14, 2019.

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

e. Ordinance 2018-11(AG) An Ordinance Appropriating to the Manager the Sum of $800,000 as Partial Funding for the Upgrade of the City and Borough of Juneau's Land Management and Revenue Enterprise System; Funding Provided by Lease Proceeds.

This ordinance provides up to $800,000 in funding for the project to upgrade the core Land Management & Revenue Enterprise Software system (MS Govern). The funding for this increase will be provided through our master lease arrangement with Key Bank. We are planning on entering into a 4 year lease. A 4-year lease would result in annual lease payments of approximately $200,000 plus interest. The actual interest cost and total lease amount will be determined at the time of leasing. The total projected project cost is between $900,000 and $1.08 million. There is $280,000 of funding remaining in a technology upgrade CIP, which will be transferred to this project.

The lease payments are proposed to be funded from the voter approved (2017 election) 1% sales tax program. The voters approved $2 million to be allocated to CBJ technology infrastructure upgrades.

Staff is currently negotiating with the vendor, MS Govern. Negotiations are anticipated to be complete by the end of April. In order to sign the contract full funding needs to be secured. The lease provides an immediate source of project cash and the repayment can be spread out over 4 years, while the sales tax is being collected.

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

2. Liquor License

   a. Liquor License Renewals for Licenses: 644, 2728, 4034, 300, 1690, 2175, 4493

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

   Renewal of Liquor Licenses
   _License Type: Beverage Dispensary, License #644
   Wolfpack Ventures, LLC. d/b/a Salt Alaska
   Location: 200 Seward Street, Juneau

   License Type: Beverage Dispensary, License #2728
   Molly Ventures, Inc., d/b/a McGivney's Sports Bar & Grill
   Location: 9101 Mendenhall Mall Rd, Juneau

   License Type: Club, License #4034
   Juneau Moose Lodge #700, d/b/a Loyal Order of Moose #700
   Location: 8335 Airport Blvd, Juneau

   License Type: Package Store, License #300
   DeHart's, LLC. d/b/a DeHarts Grocery

Location: 11735 Glacier Highway, Juneau

License Type: Restaurant or Eating Place, License #1690
Bullwinkle's, Inc., d/b/a Bullwinkle's Pizza
Location: 9108 Mendenhall Mall Rd, Juneau

License Type: Restaurant or Eating Place, License #2175
Midnight Ninja Ventures Inc., d/b/a Lupo
Location: 120 Second St. Suite B, Juneau

License Type: Restaurant or Eating Place, License #4493
Kwang LLC, d/b/a Little Tokyo
Location: 140 Seward St., Juneau

Staff from the Police, Finance, Fire, Public Works (Utilities), and Community Development departments have reviewed the above licenses and recommend the Assembly waive its right to protest these applications. Copies of the documents associated with each 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 liquor license renewal applications.

3. Transfers

a. Transfer 1008 A Transfer of $100,000 from the Cultural Gateway Capital Improvement Project to the Downtown Wayfinding and Interpretive Signs Capital Improvement Project.

This transfer of $100,000 of Marine Passenger Fees from D12-027, Cultural Gateway CIP, to D12-097, Downtown Wayfinding and Interpretive Signs, will provide funding to support the fabrication and installation of gateway markers in the downtown core as part of a signage system to guide cruise ship passengers between the waterfront and downtown.

The Public Works and Facilities Committee recommended this transfer at its meeting on December 10, 2018.

The City Manager recommends this transfer be approved.

b. Transfer 1009 A Transfer of $130,000 from the Waterfront Seawalk Capital Improvement Project to the Downtown Wayfinding and Interpretive Signs Capital Improvement Project.

This transfer of $130,000 of Marine Passenger Fees from H51-113, Waterfront Seawalk CIP, to D12-097, Downtown Wayfinding and Interpretive Signs, will provide funding to support the fabrication and installation of waterfront signage as part of a system to guide cruise ship passengers along the waterfront and into downtown.

The Public Works and Facilities Committee recommended this transfer at its meeting on December 10, 2018.

The City Manager recommends this transfer be approved.

VIII PUBLIC HEARING

A. Ordinance 2019-09 An Ordinance Amending the Public Finance Code Relating to Investments and Collateral.

This ordinance would amend the CBJ investment code. The CBJ investment code and policy were last updated in 2007 and 2009. The CBJ operates a "Central Treasury" for the management of all municipal finances including the school district and enterprise funds. Over the past few years the amount of cash in Central Treasury has varied from $170 - $220 million; a portion of those funds are deemed available for longer term investments in order to maximize additional earnings potential. The existing code requires that an external manager be contracted for managing a portion of intermediate term portfolio, and the remaining portion to be managed by the Finance Director/staff internally.

Using policies from the Government Finance Officers Association (GFOA) and other Alaskan communities as a guide, this ordinance revises CBJ 57.25 to allow more effective management of CBJ investments, directs the Finance Director to implement investment code, requires an independent third party custodian to control investment securities, and prioritizes the investment objectives. This code also sets up the rules for investment of Long Term/Endowment Funds managed by CBJ.

The Assembly Finance Committee reviewed these amendments at its meetings on November 7, 2018, and January 9, 2019, and recommended adoption of these code amendments.

The City Manager recommends this ordinance be adopted.

Public Comment:
None.

Assembly Action:
MOTION by Mr. Bryson to adopt Ordinance 2019-09 and asked for unanimous consent. *Hearing no objection, the motion carried.*

B. Ordinance 2019-10 An Ordinance Authorizing the Manager to Lease up to an Acre of City and Borough Property Located at Lot 4, HDK Subdivision, Near Anka Street and the South Lemon Creek Material Source, to Juneau Composts! LLC for a Composting Facility.

This ordinance would authorize the City Manager to lease CBJ property behind Home Depot to Juneau Composts! LLC for a composting facility. The Lands Committee and the Planning Commission passed motions of support for the proposal. The Assembly, at its November 5, 2018 meeting, authorized the City Manager to negotiate a fair market value lease with Juneau Composts! LLC. The proposed ordinance will authorize a lease term for 5 years at the current market value of $200.00 per month per quarter acre.

The City Manager recommends this ordinance be adopted.

Public Comment:
None.

Assembly Action:

MOTION by Ms. Hale to adopt Ordinance 2019-10 and asked for unanimous consent.

Mr. Jones objected for purposes of asking some questions. He asked about the electric fencing requirements as found in the Planning Commission's conditions on page 1 of the ordinance. He asked why an electric fence was being required for a composting facility. Lands Manager Greg Chaney said this was put in through an abundance of caution from a request from the State of Alaska Division of Fish and Game. They were concerned that bears would be attracted to the compost facility. The applicant has several years of experience with composting and has never had a problem with bears but they would rather be safe than sorry so the Planning Commission recommended this condition and the applicant did not object and has already purchased the equipment to put in the electric fence.

Mr. Jones asked about .25 acres where the applicant can expand overtime, will the electric fence requirement be negotiable if the applicant chose to expand its operation. He said there is a dump and all kinds of other things in the city that are not fenced and this seemed to be burdensome, cumbersome and doesn't do much. On another matter, Mr. Jones asked about the lease terms and how the terms are being charged.

Mr. Chaney and Mr. Watt addressed the leasing terms as found on page 2 of the ordinance. Mr. Jones noted the language on page 2, item C that allows for expansion of the composting lease of the land - up to one acre in one-quarter increments. Mr. Watt said CBJ is thrilled to lease property to this business. It is something the community wants and it helps divert material from the land fill. He said that as a policy matter, they really want to make this work and to work with this business to make it successful. Mr. Jones agreed and said that with some of these conditions, we weren't being as helpful as we could have been, therefore he removed his objection.

Hearing no objection, the motion carried.

C. Ordinance 2019-11 An Ordinance Authorizing the Manager to Lease Property known as Gunakadeit Park (Pocket Park) and Located at Juneau Townsite, Block 13, Lot 9, Near 139 S. Franklin Street to Franklin Foods LLC.

This lease application was initially submitted by Dave McCasland for Alaska Sustainable Seafoods LLC (dba Deckhand Dave's), but was modified on March 14 by Mr. McCasland to change the lessee name to Franklin Foods LLC. The applicant plans to use the leased land for outdoor food sales with portable restrooms and a seating area.

On November 5, 2018, the Assembly passed a motion to direct the City Manager to negotiate a fair market value lease of the lot, formerly known as Gunakadeit Park, to the applicant.

The Planning Commission recommended leasing the lot to the applicant for a term of one year. The term of the lease in the proposed ordinance is for one year and fair market value has been determined, by appraisal, to be $3,250 per month from May through September and $1,000 per month for the remaining months of the year.

The City Manager recommends this ordinance be adopted.

Mr. Bryson said he would like to declare a potential conflict of interest. He is the owner of a downtown restaurant. He understands there are approximately 43 other food vendors downtown and he does not have a significant financial interest in the outcome of this ordinance. He stated that he has consulted with the City Attorney who has described that a class of 43 food vendors in the downtown area is a large enough group such that Mr. Bryson would not have a conflict of interest. He asked if the Mayor required him to step down from considering this ordinance.

Mayor Weldon asked if the public or Assembly had any objections for Mr. Bryson sitting and hearing this ordinance. Seeing and hearing no objections, Mayor Weldon ruled that there is no conflict of interest and thanked Mr. Bryson for consulting with the attorney and for bringing this matter to the Assembly's attention.

Public Comment:

Mr. David McCasland thanked everyone for their time and consideration on this matter. He said that two days prior to this meeting, he signed a lease with the Gastineau Apartments owner so he will be leasing the other half of the property. He has five other vendors ready to move onto the lot and he is asking for the Assembly's support and appreciates all their help.

Assembly Action:

MOTION by Ms. Hughes-Skandijs to adopt Ordinance 2019-11 and asked for unanimous consent and asked to speak to her motion.

Mr. Jones objected for purposes of asking some questions. Mr. Jones said the Manager mentioned that this lease has two different periods for costs and he asked if there was any provision in the ordinance that would allow Mr. McCasland or any of his sub-lessees to operate in the months during which there is cheaper rent. Mr. Watt said that yes, they could choose to operate throughout the year if they wished under the terms of the lease.

Mr. Jones asked about the hold harmless clause on page 2, line 25. He asked if this exempts the city from any problems that go on here vs. putting the risk on Mr. McCasland and his sub-lessees. Mr. Palmer pointed primarily to the last two lines on page 2 of the ordinance in which the hold harmless clause states that this is "for any claim related to or arising out of Franklin Foods LLC use, operation, maintenance, or sublease of the leased premises." If, whatever the act that occurred there is not related to the lease or a sublease as a general rule, Franklin Foods would not have to indemnify the city.

Mr. Jones withdrew his objections.

Ms. Hughes-Skandijs thanked the manager and that they were able to find a home and solution and she thanked Mr. McCasland for his efforts in getting this done in time for this next tourist season.

Mayor Weldon said that since unanimous consent was requested and hearing no further objection, Ordinance 2019-11 has been adopted.

D. Resolution 2851 A Resolution Repealing Resolution 1950, Prohibiting Alcohol in Jackie Renninger Park and the Hank Harmon Rifle Range, and Allowing Alcohol in Gunakadeit Park with a Food Vendor Lease.

Franklin Foods LLC's business plan involves operating an outdoor food service at Gunakadeit Park that includes the sale of beer and wine. The original intent for the alcohol prohibition at this park was to prevent unregulated consumption of alcohol in public parks. If the park is leased to a food vendor like Franklin Foods LLC, the food vendor would be responsible for controlling where alcohol is consumed and responsible for maintaining the park.

The Lands Committee passed a motion recommending the Assembly remove Gunakadeit Park from Resolution 1950 only if the Park is leased to a food vendor like Franklin Foods LLC. The removal of the prohibition on alcohol possession should only be for the duration of the lease and be reinstated when the lease is terminated. The prohibition will remain in effect until a lease is signed, and will be reinstated upon completion of the lease.

The City Manager recommends this resolution be adopted.

Public Comment:
None.

Assembly Action:
MOTION by Mr. Edwardson to adopt Resolution 2851 and asked for unanimous consent.

AMENDMENT by Ms. Hale to make some grammatical corrections to the resolution so page 2 of the resolutions replace the word "be" with "best" such that those whereas clauses would correctly read:

"Whereas, the public health, safety, and welfare is **best** served by keeping an alcohol prohibition in Jackie Renninger Park and the Hank Harmon Rifle Range; and

"Whereas, the public health, safety, and welfare is **best** served by keeping an alcohol prohibition in Gunakadeit Park when the Park is not leased by a food vendor."

Hearing no objection, the amendment passed.

Hearing no further objection, Resolution 2851 was adopted as amended.

E. Ordinance 2018-11(AE) An Ordinance Appropriating to the Manager the Sum of $600,000 as Funding for the Bartlett Regional Hospital Rainforest Recovery Center Detox Addition Capital Improvement Project; Funding Provided by Bartlett Regional Hospital Fund's Fund Balance.

This ordinance would appropriate $600,000 from the Bartlett Regional Hospital (BRH) fund balance to supplement CIP B55-078 Rainforest Recovery Center (RRC) Detox Addition. The additional $600,000 will increase the funds in this CIP to $3,100,000, allowing the project to be advertised for construction in the spring of 2019.

The RRC Detox Addition project will demolish approximately 2400 SF of the west wing of the existing facility and will construct approximately 4400 SF of new space in its place. The new addition will house a four-patient detox suite, an ADA compliant main entry, a waiting area, an addiction assessment area, and five administrative staff offices. The project also includes roof replacement for the entire facility and a new power supply from the BRH main electrical room, eliminating the need for a separate back-up generator at the facility.

The project will allow detox and addiction treatment to be removed from BRH and integrated adjacent to the Rainforest Recovery Center's residential care program creating a coordinated, full continuum of addiction care in a single facility.

The Public Works and Facilities Committee referred this ordinance to the Assembly for approval at its meeting on February 25, 2019.

The City Manager recommends this ordinance be adopted.

Public Comment:
None.

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

F. Ordinance 2018-12(B) An Ordinance Appropriating and De-Appropriating Funds from the Treasury for FY19 School District Operations.

The FY2019 school enrollment is above the level originally used to determine the Juneau School District (JSD) funding for the FY19 approved school budget.

This results in $536,284 more of state revenue and an increase of $122,714 to the contribution amount that CBJ is allowed to fund under the state cap. The Board of Education passed a budget revision increasing state and local funding for the FY19 District's Operating Fund at its January 8, 2019, meeting.

The Assembly Finance Committee approved this action at its meeting on February 6, 2019.

In the FY19 CBJ budget proceedings, the Assembly also approved additional funding of $140,000 to JSD for Kinder Ready. As a housekeeping measure, the funding is now being appropriated for FY19 school district operations.

The total increase in expenditures authorized in this ordinance is $798,998. $536,284 is funded with state revenue and $262,714 is funded from local general government revenues.

The City Manager recommends this ordinance be adopted.

Public Comment:
None.

Assembly Action:
MOTION by Ms. Gladziszewski to adopt Ordinance 2018-12(B) and asked for unanimous consent. *Hearing no objection, the motion carried.*

IX. UNFINISHED BUSINESS

Mayor Weldon recessed the meeting for a five minute break.

X. NEW BUSINESS

A. Mountainside Estates Homeowners Association and Dawn Wolfe, et. al. vs. CBJ Planning Commission, Assembly Appeal #2019-03

The Clerk's Office received a timely filed appeal from Mountainside Estates Neighborhood Association and Dawn Wolfe, et. al. regarding the Planning Commission's decision on SMP 2018-0002 a preliminary plat for a phased major subdivision to include 12 single-family lots and 1 large tract (13 lots total).

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

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

Mayor Weldon asked the Assembly if there were any objections to the Assembly accepting the appeal. Hearing no objection, she ruled that the appeal had been accepted.

Mayor Weldon then stated that the next decision was whether the Assembly would hear the appeal itself and assign a Presiding Officer or assign it to a Hearing Officer. Mayor Weldon noted that at the advice of the City Attorney, since this is a matter from the Planning Commission, it might be best to appoint a Presiding Officer. She stated that she has asked Ms. Gladziszewski to serve as the Presiding Officer in this matter if that is the will of the Assembly. Hearing no objections from the Assembly, Ms. Gladziszewski will serve as the Presiding Officer in this matter.

B. Export Manufacturing Property Tax Exemption

Property owners seeking a Manufacturing Property Tax Exemption must file a request with the Assessor's Office on or before January 31 of each year. The code places the authority for approving the manufacturing exemption requests with the Assembly.

For 2019, two companies have requested the tax exemption: Alaska Glacier Seafood Inc. and AKBEV Group, LLC (Alaska Brewery).

CBJ 69.10.020(1)(c) provides for exempting qualifying manufacturing property from assessment and taxation. Qualifying property may receive a declining five-year percentage exemption from the property's market value as follows:

100% exemption in year 1
80% exemption in year 2
60% exemption in year 3
40% exemption in year 4
20% exemption in year 5

The total property value requested for exemptions this year is $858,630. This would result in a tax loss of $9,181. Individual company amounts are detailed in the meeting packet materials.

The Assessor's Office reviewed the exemption applications and determined that the properties met the code requirements. The Assembly Finance Committee reviewed this issue at its March 13, 2019, meeting, and recommended forwarding the tax exemptions for 2019 to the full Assembly for approval.

The City Manager recommends approval of these exemptions.

Public Comment:
None.

Assembly Action:
MOTION by Mr. Bryson to grant the Export Manufacturing Property Tax Exemption and asked for unanimous consent.

Ms. Hale objected for purposes of a comment. She said she didn't know how many business might be aware of this but she advocated that we might explore making this more visible to the business community.

Hearing no objection, the exemptions were granted.

XI. STAFF REPORTS

Deputy Manager Cosgrove reported that there were some questions regarding potential modifications to Alaska StatutesTitle 4 relating to alcohol licenses and we were informed by our lobbyist that Senate Bill 16 which modifies the recreational site licenses passed out of Senate Finance and is on its way to the Senate Floor. The amendments look rosy and it looks like there is good support for them. It will add ski areas, specifically allowing Eaglecrest a recreational site license and also grandfathers in Taku Lanes among other modifications.

XII. ASSEMBLY REPORTS

A. Mayor's Report

Mayor Weldon thanked everyone involved in the Lion's Gold Medal Basketball Tournament and she congratulated the following winning teams:

- B Bracket - Haines Team

- C Bracket - Hydaburg Team
- Master's Bracket - Kake Team
- Women's Basketball Tournament - Skagway Team

She also extended congratulations to the Ketchikan boys basketball team for winning state for the first time in 45 years. Although they are our rivals, we support a Southeast team winning the state title anytime!

She congratulated the Juneau Capital's 18-U Hockey Team for their Championship win at the Alaska state Tier 8 tournament.

She reported that she has been reasonably busy and attended a Human Resources Seminar at KTOO. She met with School Board member Paul Kelly and she appreciated him reaching out to her and all the Assemblymembers.

She said they held a Q&A town hall meeting on the impacts of the Governor's proposed budget to Juneau finances with all the Assembly in attendance. They appreciated the interest of the people who showed up and they were glad to answer questions. She stated that she has been up to Capitol Building a couple of times and she last testified at House Finance on the impacts of the budget for Juneau.

Mayor Weldon reported on the joint meetings they've held with the empowered boards this past month having met with the School Board, Docks and Harbors, Hospital Board, and the Airport Board.

Mayor Weldon attended the senior pancake feed at the Mt. View Senior Center, enjoyed delicious blueberry pancakes and had a chance to visit with some great members of the community.

She stated there will be some committee shuffling for the Assembly and Mr. Jones will be speaking about those committee re-assignments.

Mayor Weldon said on a personal note that she sent her eldest son to Marine boot camp and she went with her youngest son on a university visit this past weekend.

In looking ahead, the M/V Fairweather will be decommissioned on Thursday, April 4. After nearly 15 years of service, there will be a small ceremony to celebrate ship's service at 6:30am on Thursday before it sails on to Ketchikan. The ship has served a key role in keeping Juneau accessible and serving as a key link in our Southeast and Southcentral system. The ceremony will be to both honor the ship and show gratitude to her and her crew. Mayor Weldon noted that she will unfortunately be out of town that day so would appreciate it if any of the other members may be able to attend to show our support.

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

Ms. Gladziszewski reported that they have not held a Committee of the Whole (COW) meeting since the last Assembly meeting. The next COW meeting will be held April 8. The Parks and Recreation Master Plan was going to be on the agenda but they are in the process of making a few amendments so it will be on the following COW agenda. She also attended some of the same things the Mayor mentioned. Ms. Gladziszewski said she attended the Alaska Native Youth Olympics that were held here in Juneau within the last few weeks and Team Juneau won 13 medals and that included students from J-D, Thunder Mountain, and Yakoos. She said it was an amazing display of strength and tenacity and it hurt just to look at them. She reported that yesterday was the last day of the Eaglecrest season and there was a great party and it was nice to see all the young people on the mountain.

Mr. Jones reported that the Assembly Finance Committee (AFC) met on March 13 and primarily dealt with the Manufacturing Tax Credit which they dealt with at this meeting. They also went over the schedule for the next two months in terms of AFC meetings. The next meeting is on Wednesday, April 3 which will be a Special Assembly meeting at 5:30 p.m. followed by the regular AFC meeting. They will receive the budget, numbers, and bills read in and referred to the AFC. He reminded members that most of the material will be handed out on Wednesday night and they can settle in for weekly AFC meetings through May. He said they will likely not hold a meeting on May 1 but will meet weekly for the rest of April and May.

Mr. Jones reported that the Childcare Committee met on March 15 and they cancelled the meeting of March 22 but will be meeting again Friday, April 5. They are close to as final an initial draft as they will be able to get to. He anticipates they will be wrapping that up on April 5. Mr. Robert Barr has been their staff member so Ms. McEwen will be staffing the meeting on April 5 since Mr. Barr will be attending Incident Command Training. He reported that the Juneau School District (JSD) met on March 12 and held a worksession on their pre-K program. He said a couple of members from the Child Care Committee attended. JSD also did their first reading of the budget and they are scheduled to do their budget presentation to the AFC on April 3. The next regular JSD Board meeting is scheduled for April 9.

Mr. Jones reported that the Downtown Business Association (DBA) met on March 5 and their next meeting is April 9. He stated that he will be stepping away as the liaison to the DBA and Ms. Hughes-Skandijs has agreed to be the new liaison to the DBA. The Mayor, Ms. Hughes-Skandijs and Mr. Jones will all be attending the April 9 meeting.

Mr. Jones stated that he met with the Docks and Harbors Operations Committee on March 20 at which he reviewed with them the ordinance that the Assembly had agreed that he could work on relating to the Planning Commission review of leases. He said that he will be meeting with the Planning Commission on April 23 about that same issue.

He reminded those on the Assembly who may have been concerned with the Amalga Harbor Fish Cleaning Station that Docks and Harbors will be holding a public meeting April 2 at the Mendenhall Library. He said that conflicting with that meeting is the Willoughby District stakeholder meeting which JEDC is holding at the JACC 5:00-6:30p.m.

Mr. Jones said that he was in Seattle attending the Alaska Municipal League (AML) board meeting and they discussed a number of items related to the state budget. AML decided to hold its regular May board meeting in Juneau rather than Anchorage as they figure the legislature will still be working in Juneau at that time. The AML summer meeting is scheduled in Soldotna August 13-15 and he believes that in addition to him attending as a member of the AML Board, the Mayor will be attending that meeting along with the Manager and Deputy Manager possibly. He encouraged anyone else interested in attending to contact Susan Phillips in the City Manager's office to make the necessary arrangements. While in Seattle he also attended the Main Street USA meeting which also had Jill Maclean and Allison Eddins from CDD and Jill Ramiel from the DBA and Brian Holst from JEDC in attendance. Juneau is now an official Main Street Community which gives us some access to potential funding and technical assistance and he said it will be interesting to see how that will translate with the DBA and the Downtown Blueprint project.

Mr. Edwardson said the Assembly Human Resources Committee (HRC) met just before this meeting and based on the HRC recommendations, they wish to forward the following board appointments for Assembly approval:

- Ryan Bear to the Wetlands Review Board for a term beginning immediately and expiring December 31, 2021.
- Roger Healy to the Bidding Review Board for a term beginning immediately and expiring May 31, 2020.
- Norton Gregory to the Douglas Advisory Board for a term beginning immediately and expiring September 30, 2020.

Hearing no objections, the Assembly made the appointments as recommended above.

Mr. Edwardson noted that the Douglas Advisory Board submitted its annual report tonight to the HRC. He reported the Local Emergency Planning Committee met on March 13. Mr. Edwardson noted that the Incident Command System (ICS) training Mr. Barr will be attending is the ICS 300 training. He said that everyone who participates in the Incident Command has to take ICS 100, ICS 200, ICS 700, and ICS 800 and that the rest of the trainings in between are for specific duties such as documentation units and along with Mr. Barr, there are a lot of people from the LEPC who will also be attending training. They do so on their own time and not on work time and they have pretty dedicated board members. He noted that BRH had a mass casualty tabletop exercise and it went well. He went on to describe the various levels of exercises that are conducted in the ICS system to help prepare responders for disasters. The UAS full scale exercise is scheduled in June but that will depend on the state budget. In other LEPC news, the LEPC is reviewing its bylaws this year and are close to being done. He noted that August 1 will be this year's Health Fair.

Ms. Triem reported that the Aquatics Board met on March 19 and they are continuing to work on recruitment for seats that will be vacant this summer. Current board members are working on ways to transfer their knowledge to new board members. She encouraged anyone interested in serving on the board to please contact her. In other cool news, Glacier Swim Club is hosting Southeast Champs this weekend. She reported that Travel Juneau met on March 28 and she she noted the following dates for them to add to their calendars:

- April 28 - First large cruise ship arriving in Juneau and there will be a little celebration to welcome them.
- April 20 - Travel Fair

Ms. Triem stated that at the last Travel Juneau meeting, the board heard the results of the Destination Next Survey and the results of that survey will be up on the Travel Juneau Website. She said she was sick last month so didn't get to attend as many events as she wanted and she reminded everyone to continuously wash hands as it is still flu season.

She attended the Homelessness 101 workshop put on by Irene Gallion and it was very informative. She also took some lunch hours in March to testify to both the House Transportation Committee and to attend rallies in support of the Alaska Marine Highway System since that is so important to Juneau and Southeast Alaska.

Ms. Hughes-Skandijs reported that she attended the Juneau Commission on Aging (JCOA) meeting on March 12. They discussed how to fill the vacant seats that they have currently and how to reach some of the subsets of Juneau that they may not currently be reaching. They formed a subcommittee to work on the senior survey that will be taking place over the next year. She was appointed to the Sister Cities Committee by the Mayor as a liaison and she looks forward to her first meeting with them. She has also now been assigned as liaison to the DBA as noted by Mr. Jones. She also took time, where possible, to testify about the effects of the state budget on Juneau and on the ferry system.

Ms. Hughes-Skandijs said she had the opportunity to attend Perseverance Theater's production of Guys and Dolls and she gave kudos to Perseverance for all the great art they bring to the capital city. She has been spending lots of time with the Alaska Folk Festival Board and they are gearing up for th 45th Annual Folk Festival April 8-14. After the joint Assembly/Airport Board meeting, she spoke with some of the board members and is looking forward to getting a tour of the airport from the Airport Manager when their schedules allow.

Ms. Hale reported that the Public Works and Facilities Committee (PWFC) met on March 18 and there have been two Special PWFC meetings on the new JACC project on March 11 and 27. They had scheduled one for this week but that was cancelled to allow for some more preparations. She noted that at the next PWFC meeting on April 8, she will talk some more about how that is going and what they have planned for those special meetings. She reported that the Juneau Commission on Sustainability (JCOS) is going strong and is a very dedicated and energetic group. She said they should be seeing an air source heat pump change out proposal coming from them. It will likely go to PWFC before being forwarded to the Assembly. They are also set to review LEED information from the Airport and that was a topic of discussion at the Assembly's joint meeting with the Airport Board.

Ms. Hale reported with respect to the Hospital Board, they met on March 26. They have been looking hard at possibly adding robotic surgery to their suite of surgery options. They hired an outside consultant to look at this and she felt they did a good analysis of whether it makes sense for a place like Juneau. One consideration is that for young doctors that they want to hire, they have all been training in robotic surgery generally so not having that means it is harder to attract that employee pool. However, right now we don't have that large of a volume of surgery so for now they will let that sit for a period of time and pick it up at a later date. She said BRH has been working very hard to fill the ophthalmology hole that occurred in Juneau when Dr. Breffeilh left. It looks like they have found someone who is willing to come up, at least part time.

Ms. Hale reported that she will be out of town at a Hospital Governance Conference April 13-18 and she is looking forward to that. Several members of the BRH Board will also be going. BRH Board and staff have been working on changes to Title 40 which is their governing legislation and those will be coming to the Assembly soon.

Ms. Hale reported that she attended a Town Hall meeting that the State Delegation did at Centennial Hall. She also attended the AMHS rally and spoke at that and she will be going to AMHS decommissioning. (Early on Thursday morning). Lastly, she will be performing at the Alaska Folk Festival and looks forward to doing some gardening.

Mr. Bryson reported that the Parks and Recreation Advisory Committee (PRAC) met at beginning of last month. They had a presentation from the Jensen-Olson Arboretum and the arboretum has a National Certified Collection. He stated that all the vegetables that are grown at the arboretum are donated to the Glory Hall. He stated that JEDC met on March 6 and discussed the Innovation Summit and they heard from Senator Jesse Kiehl about the state budget. Mr. Bryson said he met with Finance Director Bob Bartholomew about the CBJ budget process and was very grateful to Mr. Bartholomew for taking the time to explain it all to him.

Mr. Bryson said he attended the AWARE Women of Distinction dinner and also the Homelessness 101 workshop by Irene Gallion. On March 12, the Planning Commission

(PC) met and discussed urban agriculture and livestock. He asked about the rules regarding monkeys and big cats but also at that same meeting, the PC heard that Riverside Drive will get a four way light stop rather than the initially proposed round about. At that same meeting, Forbidden Peak Brewery got its initial approval.

Mr. Bryson reported that on March 19, while the Assembly was meeting with the Hospital Board, he was having dinner with Congressman Don Young and he spent about five minutes with Governor Dunleavy where they discussed the budget and the best phrase that came out of that meeting was common enemies/common goals and that the reaction from the legislature was what the Governor was expecting.

Mr. Bryson said that on March 22 after the signing of the documents at the end of the lawsuit, he went to the Top Hat/Tracy's Crab Shack after hours and he won a Top Hat gift bag.

Mr. Bryson reported that the PC met again on March 26 and considered the Alaska Legacies Senior Housing Facility which got approved. The Airport Reconstruction received an approval at that same PC meeting and the rezone of Thunder Mountain Trailer Park lots are coming to the Assembly in the future. They have requested a correction to an error in the Comprehensive Plan maps on some of their properties. On March 29, Keith Comstock with Juneau Hydro held a discussion about local ownership of electric systems and the Sweetheart Lake project.

Mr. Bryson thanked Mr. Watt and Ms. Cosgrove for meeting with him on the budget process. He also met today with Forest Davis about reducing single-use plastic bags in Juneau. For this week of Spring Break his daughter was home from college so for the week he had all his family members home together.

Ms. Gladziszewski noted that Monkeys and Tigers are not allowed in Alaska so there doesn't need to be a local law about that on the books.

Mr. Jones said he was reminded that one of the JEDC cluster groups is meeting tomorrow about the Egan Drive resurfacing. He said there are quite a few construction projects coming up but he has been looking for details on the Egan Drive project. Mr. Watt said that DOT has negotiated that project but the details are not yet known at this time.

Mr. Edwardson also reported that there is a movie showing at the Goldtown Nickelodeon "Edge of the Knife" which is a Haida Language movie that has won several awards around the world and he encouraged the public to go see it.

Ms. Hale noted that she and Mr. Bryson attended the Juneau Chamber of Commerce luncheon where they heard from Senate Finance Co-Chair Natasha VonImhof.

C. Presiding Officer Reports

Mr. Palmer said that other than the appeal under New Business on this agenda, he would provide updates on two others that are pending.

1) Harris Homes LLC Appeal (#2019-02) is an appeal of a Planning Commission decision of a CDD Director's decision. The Assembly referred that to a hearing officer, Scott Brandt-Erichsen, and the Pre-Hearing Conference has been set for April 15.

2) The Juneau 1 VOA is a property tax appeal where the Deputy Mayor is the Presiding Officer and they are working on scheduling a Pre-Hearing Conference to get that case moving.

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, the meeting was adjourned at 8:15 p.m.

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

Presented by: The Manager
Introduced: 07/22/2019
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-31

An Ordinance Increasing the Rates for Water and Wastewater Utility Services.

WHEREAS, it is the mission of the CBJ Water Utility to provide safe drinking water and fire protection flows for the citizens of the City and Borough; and

WHEREAS, it is further the mission of the CBJ Wastewater Utility to protect the public health and environment by collecting and treating the community's sanitary sewage; and

WHEREAS, it is the responsibility of the CBJ Water Utility and the CBJ Wastewater Utility to ensure that the enterprises are managed, operated, and maintained in a stable, sustainable, and financially healthy state; and

WHEREAS, the Financial Plans and Policies adopted for each utility call for biennial financial review of each utility.

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 ~~July 1, 2018~~ 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 – January 1, 2020	
		Base (per month)	Volume Charge (per 1,000 gallons)
Flat Residential	-	$~~36.17~~ 37.62	-
Metered Residential	4,000	$~~24.74~~ 25.73	$~~3.33~~ 3.46
Flat Commercial	-	~~$36.17~~ 37.62	-
Metered Commercial	4,000	$~~24.74~~ 25.73	$~~3.33~~ 3.46
Large Commercial	500,000	$~~456.14~~ 474.39	$~~0.96~~ 1.00
Bulk Water	-	$~~24.74~~ 25.73	$~~3.33~~ 3.46

...

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 July 1, 2018,~~ 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)
Flat Residential	-	$~~94.23~~ 98.00	-
Metered Residential	4,000	$~~94.23~~ 98.00	$~~12.53~~ 13.03
Flat Commercial	-	$~~94.23~~ 98.00	-
Metered Commercial (Domestic)	4,000	$~~94.23~~ 98.00	$~~12.53~~ 13.03
Large Commercial (High)	500,000	$~~94.23~~ 98.00	$~~12.53~~ 13.03
Septage Hauling	-	-	$~~35.78~~ 37.21

...

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

75.01.180 Rate schedule.

(a) Commencing ~~January 1, 2020~~ 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)
Flat Residential	-	$~~37.62~~ 38.37	-
Metered Residential	4,000	$~~25.73~~ 26.24	$~~3.46~~ 3.53
Flat Commercial	-	$~~37.62~~ 38.37	-
Metered Commercial	4,000	$~~25.73~~ 26.24	$~~3.46~~ 3.53
Large Commercial	500,000	$~~474.39~~ 483.87	$~~1.00~~ 1.02
Bulk Water	-	$~~25.73~~ 26.24	$~~3.46~~ 3.53

...

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 ~~January 1, 2020~~ 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)
Flat Residential	-	$~~98.00~~ 99.96	-
Metered Residential	4,000	$~~98.00~~ 99.96	$~~13.03~~ 13.29
Flat Commercial	-	$~~98.00~~ 99.96	-
Metered Commercial (Domestic)	4,000	$~~98.00~~ 99.96	$~~13.03~~ 13.29
Large Commercial (High)	500,000	$~~98.00~~ 99.96	$~~13.03~~ 13.29
Septage Hauling	-	-	$~~37.21~~ 37.96

...

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

75.01.180 Rate schedule.

(a) Commencing ~~July 1, 2021~~ 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)
Flat Residential	-	$~~38.37~~ 39.14	-
Metered Residential	4,000	$~~26.24~~ 26.77	$~~3.53~~ 3.60
Flat Commercial	-	$~~38.37~~ 39.14	-
Metered Commercial	4,000	$~~26.24~~ 26.77	$~~3.53~~ 3.60
Large Commercial	500,000	$~~483.87~~ 493.55	$~~1.02~~ 1.04
Bulk Water	-	$~~26.24~~ 26.77	$~~3.53~~ 3.60

…

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, 2021~~ 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)
Flat Residential	-	$~~99.96~~ 101.96	-
Metered Residential	4,000	$~~99.96~~ 101.96	$~~13.29~~ 13.56
Flat Commercial	-	$~~99.96~~ 101.96	-
Metered Commercial (Domestic)	4,000	$~~99.96~~ 101.96	$~~13.29~~ 13.56

Large Commercial (High)	500,000	$~~99.96~~ 101.96	$~~13.29~~ 13.56
Septage Hauling	-	-	$~~37.96~~ 38.71

...

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

75.01.180 Rate schedule.

(a) Commencing ~~July 1, 2022~~ 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)
Flat Residential	-	$~~39.14~~ 39.92	-
Metered Residential	4,000	$~~26.77~~ 27.30	$~~3.60~~ 3.68
Flat Commercial	-	$~~39.14~~ 39.92	-
Metered Commercial	4,000	$~~26.77~~ 27.30	$~~3.60~~ 3.68
Large Commercial	500,000	$~~493.55~~ 503.42	$~~1.04~~ 1.06
Bulk Water	-	$~~26.77~~ 27.30	$~~3.60~~ 3.68

...

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, 2022~~ 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)
Flat Residential	-	$~~101.96~~ 104.00	-
Metered Residential	4,000	$~~101.96~~ 104.00	$~~13.56~~ 13.83
Flat Commercial	-	$~~101.96~~ 104.00	-
Metered Commercial (Domestic)	4,000	$~~101.96~~ 104.00	$~~13.56~~ 13.83
Large Commercial (High)	500,000	$~~101.96~~ 104.00	$~~13.56~~ 13.83
Septage Hauling	-	-	$~~38.71~~ 39.49

...

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

75.01.180 Rate schedule.

(a) Commencing ~~July 1, 2023~~ 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)
Flat Residential	-	$~~39.92~~ 40.72	-
Metered Residential	4,000	$~~27.30~~ 27.85	$~~3.68~~ 3.75
Flat Commercial	-	$~~39.92~~ 40.72	-

Metered Commercial	4,000	$~~27.30~~ 27.85	$~~3.68~~ 3.75
Large Commercial	500,000	$~~503.42~~ 513.49	$~~1.06~~ 1.08
Bulk Water	-	$~~27.30~~ 27.85	$~~3.68~~ 3.75

...

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, 2023~~ 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)
Flat Residential	-	$~~104.00~~ 106.08	-
Metered Residential	4,000	$~~104.00~~ 106.08	$~~13.83~~ 14.11
Flat Commercial	-	$~~104.00~~ 106.08	-
Metered Commercial (Domestic)	4,000	$~~104.00~~ 106.08	$~~13.83~~ 14.11
Large Commercial (High)	500,000	$~~104.00~~ 106.08	$~~13.83~~ 14.11
Septage Hauling	-	-	$~~39.49~~ 40.28

...

Section 12. 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: COW
Introduced:
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-36

An Ordinance Temporarily Increasing the Hotel-Motel Room Tax by Two Percent, from Seven Percent to Nine Percent, for a Fifteen Year Period, and Providing for a Ballot Question Ratifying the Increase.

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

Section 1. Classification. Section 2 of this ordinance, if approved by a majority of qualified voters voting on the question in accordance with Sections 3 and 4, shall be of a general and permanent nature and shall become a part of the City and Borough code. Sections 3 and 4 are noncode sections.

Section 2. Amendment of Section. CBJ 69.07.020 Imposition of hotel-motel room rental tax, is amended to read:

69.07.020 Imposition of hotel-motel room rental tax.

(a) The City and Borough hereby levies a tax on hotel-motel room rentals for transients equal to nine ~~seven~~ percent of the room rent from January 1, 2020, to December 31, 2035. The tax imposed under this chapter shall automatically return to seven percent on January 1, 2036. The tax shall be applicable to all room rentals for transients unless the rental is specifically exempted from taxation by constitution or other valid law.

. . .

Section 3. Submission to the Voters. The question of whether to temporarily increase the rate of the hotel-motel room tax from seven to nine percent from January 1, 2020, to December 31, 2035, shall be submitted to the qualified voters of the City and Borough at the next regular municipal election. The Municipal Clerk shall prepare the ballot proposition as provided by this ordinance and shall perform all necessary steps in accordance with law to place this proposition before the voters.

Section 4. Proposition. The proposition to be submitted to the voters as required by Section 3 shall read substantially as follows:

Explanation

Juneau currently levies a seven percent tax on hotel-motel room rentals. This ballot proposition, if approved by the voters, would temporarily increase the hotel-motel room rental tax from seven percent to nine percent from January 1, 2020, to December 31, 2035. The two percent increase is projected to raise $440,000 annually.

It is the intent of the Assembly to use this increase in the hotel-motel room rental tax to provide funding for the construction of capital improvements for Centennial Hall. The tax proceeds could also be used to help pay for general obligation debt service related to Centennial Hall.

PROPOSITION NO. ___

Authorization to Temporarily Increase the Hotel-Motel Room Tax from Seven to Nine Percent Effective January 1, 2020, until December 31, 2035.

Shall the City and Borough of Juneau temporarily increase the tax on hotel and motel transient room rentals from seven percent to nine percent for fifteen years?

YES [ ]
NO [ ]

Section 5. Effective Dates.

(a) The amendment of CBJ 69.07.020(a) set forth in Section 2 of this ordinance shall become effective on January 1, 2020, if the proposition required by Sections 3 and 4 of this ordinance is approved by a majority of the qualified voters of the City and Borough voting on the proposition at the next regular municipal election.

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

Adopted this ________ day of ________________________, 2019.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: 07/22/2019
Drafted by: Bond Counsel

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-35(b)

An Ordinance Authorizing the Issuance of General Obligation Bonds in the Principal Amount of Not to Exceed Ten Million Dollars to Finance Capital Improvements to the Facilities of the City and Borough, and Submitting a Proposition to the Voters at the Election to Be Held Therein on October 1, 2019.

WHEREAS, improvements to the facilities of the City and Borough of Juneau, Alaska (the "City and Borough") are needed in order to meet the current and future needs of the City and Borough; and

WHEREAS, certain projects listed in Section 3 below (the "Projects") have been identified and approved by the Committee of the Whole as necessary to meet the needs of the City and Borough; and

WHEREAS, in order to provide funds for paying part of the cost of acquiring, constructing and equipping the Projects, it is deemed necessary and advisable that the City and Borough issue and sell its unlimited tax levy general obligation bonds in the principal amount of not to exceed $10,000,000 (the "Bonds");

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

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

Section 2. **Findings.** The Assembly of the City and Borough hereby finds and declares that the acquisition, construction and equipping of the Projects identified in Section 3 hereof are necessary and are in the best interest of the inhabitants of the City and Borough.

Section 3. **Purposes.** The Assembly has determined that Centennial Hall is in need of renovations and expansion (the "Projects"). The Projects include, but are not limited to, upgrading the HVAC system, making improvements to the sound system, lighting system and technology, the interior flooring, furnishings and wall systems, expanding the lobby area, renovating and expanding break-out rooms, corridor and business center, and construction of new meeting rooms, offices and adding an enclosed and heated corridor between Centennial Hall and the new arts and culture center.

The cost of all necessary architectural, engineering, design, and other consulting services, inspection and testing, administrative and relocation expenses, costs of issuance of the Bonds and other costs incurred in connection with the Projects that is approved by the electors shall be deemed capital improvement costs of the approved Projects. The approved Projects may be completed with all necessary furniture, equipment and appurtenances.

If the City and Borough shall determine that it has become impractical to accomplish any portion of the approved Projects by reason of changed conditions or needs, incompatible development or costs substantially in excess of those estimated, the City and Borough shall not be required to accomplish such portions and shall apply Bond proceeds as set forth in this section.

Interest earnings on Bond proceeds may be used and applied by City and Borough, at the direction of the City Manager or his or her designee, for the Projects or for other capital improvements or for the retirement of the Bonds or other general obligation bonds of the City and Borough.

If the approved Projects have been completed in whole or in part, or their completion duly provided for, or their completion found to be impractical, the City and Borough may apply Bond proceeds or any portion thereof as provided in Section 10.10 of the Home Rule Charter.

In the event that the proceeds of sale of the Bonds, plus any other monies of the City and Borough legally available, are insufficient to accomplish the approved Projects as provided in this ordinance, the City and Borough shall use the available funds for paying the cost of those portions of the approved Projects for which the Bonds were approved deemed by the Assembly most necessary and in the best interest of the City and Borough. No Bond proceeds shall be used for any purpose other than a capital improvement.

Section 4. Details of Bonds. The Assembly hereby authorizes the issuance of general obligation bonds in order to fund the portion of the costs of the Projects described in Section 3 (the "Bonds"). The Bonds shall be sold in such amounts and at such time or times as deemed necessary and advisable by the Assembly and as permitted by law and shall mature over a period of not to exceed 20 years of date of issue. The Bonds shall be issued in an aggregate principal amount of not to exceed $10,000,000. The Bonds shall bear interest to be fixed at the time of sale or sales thereof. Both principal of and interest on the Bonds shall be payable from annual tax levies to be made upon all of the taxable property within the City and Borough, without limitation as to rate or amount and in amounts sufficient with other available funds, including hotel/motel tax levies, to pay such principal and interest as the same shall become due.

The full faith, credit, and resources of the City and Borough are hereby irrevocably pledged to the payment of both the principal and interest on such Bonds. The exact form, terms, conditions, contents, security, options of redemption, and such other matters relating to the issuance and sale of said Bonds as are deemed necessary and advisable by the Assembly shall be as hereinafter fixed by ordinance and resolution of the City and Borough.

Section 5. Submission of Question to Voters. The Assembly hereby submits to the qualified electors of the City and Borough the proposition of whether or not the City and Borough should issue the Bonds for the purpose of financing the costs of the approved Projects at the regular municipal election to be held on October 1, 2019.

The City and Borough clerk shall prepare the ballot proposition to be submitted to the voters as provided by this ordinance and shall perform all necessary steps in accordance with law to place these propositions before the voters at the regular election.

Section 6. Ballot Proposition. The proposition to be submitted to the qualified voters of the City and Borough as required by Section 5 above shall read substantially as follows:

Explanation

The proposition will authorize the issuance of $10,000,000 in general obligation bond debt for paying the cost of renovations, expansion, upgrades and capital improvements to Centennial Hall, including upgrading the HVAC system, making improvements to the sound system, lighting system and technology, the interior flooring, furnishings and wall systems, expanding the lobby area, renovating and expanding break-out rooms, corridor and business center, and construction of new meeting rooms, offices and adding an enclosed and heated corridor between Centennial Hall and the new arts and culture center. The total annual debt service costs, assuming an interest rate of 3.00%, will be $875,000 for 15 years with $6 million of total debt service expected to be paid from the temporary two percent increase in the hotel/motel tax if approved by voters at this election and the remaining balance ($7.1 million) to be paid from an annual property tax levy of approximately $10 per $100,000 of assessed value. If the temporary hotel/motel tax increase is not approved by the voters, debt service would require an annual property tax levy of approximately $18 per $100,000 of assessed value. This example of a property tax levy is provided for illustrative purposes only.

PROPOSITION NO. ___

GENERAL OBLIGATION BONDS

$10,000,000

For the purpose of renovating and expanding Centennial Hall, including upgrading the HVAC system, making improvements to the sound system, lighting system and technology, flooring, furnishings and wall systems, expanding the lobby area, renovating and expanding break-out rooms, corridor and business center, and construction of new meeting rooms, offices and adding an enclosed and heated corridor between Centennial Hall and the new arts and culture center within the City and Borough, shall the City and Borough of Juneau, Alaska, issue and sell its general obligation bonds, maturing within 20 years from their date of issue, in the aggregate principal amount of not to exceed $10,000,000?

BONDS, YES ☐

BONDS, NO ☐

After voter approval of the proposition and in anticipation of the issuance of the Bonds, the City and Borough may issue short term obligations, under such date and in such amount, form, terms, maturity, and bearing such rate or rates of interest, all as may hereafter be fixed by ordinance of the City and Borough, consistent with limitations imposed by State law and by the Home Rule Charter and Code of the City and Borough.

Section 7. Notice of Election. The Assembly shall cause a notice of election to be published once a week for three consecutive weeks in a newspaper for general circulation in the City and Borough. The first notice shall be published not later than September 11, 2019, which is 20 days prior to the regular municipal election. The notice shall contain the information required by Section 10.5 of the Home Rule Charter of the City and Borough.

Section 8. Effective Dates.

(a) The authority to issue general obligation bonds proposed in Section 6 of this ordinance shall become effective on the day following the date the election results are certified for the regular municipal election held on October 1, 2019, if a majority of the qualified voters voting on the proposition set forth in Section 6 votes for the proposition.

(b) Section 6 of this ordinance authorizing the submission of the ballot proposition to the qualified voters of the City and Borough shall become effective thirty days after adoption of this ordinance.

Adopted this 19th day of August, 2019.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: 07/22/2019
Drafted by: Bond Counsel

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-35(a)

An Ordinance Authorizing the Issuance of General Obligation Bonds in the Principal Amount of Not to Exceed Seven Million Dollars to Finance Capital Improvements to the Facilities of the City and Borough, and Submitting a Proposition to the Voters at the Election to Be Held Therein on October 1, 2019.

WHEREAS, improvements to the facilities of the City and Borough of Juneau, Alaska (the "City and Borough") are needed in order to meet the current and future needs of the City and Borough; and

WHEREAS, certain projects listed in Section 3 below (the "Projects") have been identified and approved by the Committee of the Whole as necessary to meet the needs of the City and Borough; and

WHEREAS, in order to provide funds for paying part of the cost of acquiring, constructing and equipping the Projects, it is deemed necessary and advisable that the City and Borough issue and sell its unlimited tax levy general obligation bonds in the principal amount of not to exceed $7,000,000 (the "Bonds");

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

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

Section 2. **Findings.** The Assembly of the City and Borough hereby finds and declares that the acquisition, construction and equipping of the Projects identified in Section 3 hereof are necessary and are in the best interest of the inhabitants of the City and Borough.

Section 3. **Purposes.** The Assembly has determined that Centennial Hall is in need of renovations and expansion (the "Projects"). The Projects include, but are not limited to, upgrading the HVAC system, making improvements to the sound system, lighting system and technology, the interior flooring, furnishings and wall systems, expanding the lobby area, renovating and expanding break-out rooms, corridor and business center, and construction of new meeting rooms, offices and adding an enclosed and heated corridor between Centennial Hall and the new arts and culture center.

The cost of all necessary architectural, engineering, design, and other consulting services, inspection and testing, administrative and relocation expenses, costs of issuance of the Bonds and other costs incurred in connection with the Projects that is approved by the electors shall be deemed capital improvement costs of the approved Projects. The approved Projects may be completed with all necessary furniture, equipment and appurtenances.

If the City and Borough shall determine that it has become impractical to accomplish any portion of the approved Projects by reason of changed conditions or needs, incompatible development or costs substantially in excess of those estimated, the City and Borough shall not be required to accomplish such portions and shall apply Bond proceeds as set forth in this section.

Interest earnings on Bond proceeds may be used and applied by City and Borough, at the direction of the City Manager or his or her designee, for the Projects or for other capital improvements or for the retirement of the Bonds or other general obligation bonds of the City and Borough.

If the approved Projects have been completed in whole or in part, or their completion duly provided for, or their completion found to be impractical, the City and Borough may apply Bond proceeds or any portion thereof as provided in Section 10.10 of the Home Rule Charter.

In the event that the proceeds of sale of the Bonds, plus any other monies of the City and Borough legally available, are insufficient to accomplish the approved Projects as provided in this ordinance, the City and Borough shall use the available funds for paying the cost of those portions of the approved Projects for which the Bonds were approved deemed by the Assembly most necessary and in the best interest of the City and Borough. No Bond proceeds shall be used for any purpose other than a capital improvement.

Section 4. Details of Bonds. The Assembly hereby authorizes the issuance of general obligation bonds in order to fund the portion of the costs of the Projects described in Section 3 (the "Bonds"). The Bonds shall be sold in such amounts and at such time or times as deemed necessary and advisable by the Assembly and as permitted by law and shall mature over a period of not to exceed 20 years of date of issue. The Bonds shall be issued in an aggregate principal amount of not to exceed $7,000,000. The Bonds shall bear interest to be fixed at the time of sale or sales thereof. Both principal of and interest on the Bonds shall be payable from annual tax levies to be made upon all of the taxable property within the City and Borough, without limitation as to rate or amount and in amounts sufficient with other available funds, including hotel/motel tax levies, to pay such principal and interest as the same shall become due.

The full faith, credit, and resources of the City and Borough are hereby irrevocably pledged to the payment of both the principal and interest on such Bonds. The exact form, terms, conditions, contents, security, options of redemption, and such other matters relating to the issuance and sale of said Bonds as are deemed necessary and advisable by the Assembly shall be as hereinafter fixed by ordinance and resolution of the City and Borough.

Section 5. **Submission of Question to Voters.** The Assembly hereby submits to the qualified electors of the City and Borough the proposition of whether or not the City and Borough should issue the Bonds for the purpose of financing the costs of the approved Projects at the regular municipal election to be held on October 1, 2019.

The City and Borough clerk shall prepare the ballot proposition to be submitted to the voters as provided by this ordinance and shall perform all necessary steps in accordance with law to place these propositions before the voters at the regular election.

Section 6. **Ballot Proposition.** The proposition to be submitted to the qualified voters of the City and Borough as required by Section 5 above shall read substantially as follows:

Explanation

The proposition will authorize the issuance of $7,000,000 in general obligation bond debt for paying the cost of renovations, expansion, upgrades and capital improvements to Centennial Hall, including upgrading the HVAC system, making improvements to the sound system, lighting system and technology, the interior flooring, furnishings and wall systems, expanding the lobby area, renovating and expanding break-out rooms, corridor and business center, and construction of new meeting rooms, offices and adding an enclosed and heated corridor between Centennial Hall and the new arts and culture center. The total annual debt service costs, assuming an interest rate of 3.00%, will be $600,000 for 15 years with $6 million of total debt service expected to be paid from the temporary two percent increase in the hotel/motel tax if approved by voters at this election and the remaining balance ($3 million) to be paid from an annual property tax levy of approximately $4 per $100,000 of assessed value. If the temporary hotel/motel tax increase is not approved by the voters, debt service would require an annual property tax levy of approximately $12 per $100,000 of assessed value. This example of a property tax levy is provided for illustrative purposes only.

PROPOSITION NO. ___

GENERAL OBLIGATION BONDS

$7,000,000

For the purpose of renovating and expanding Centennial Hall, including upgrading the HVAC system, making improvements to the sound system, lighting system and technology, flooring, furnishings and wall systems, expanding the lobby area, renovating and expanding break-out rooms, corridor and business center, and construction of new meeting rooms, offices and adding an enclosed and heated corridor between Centennial Hall and the new arts and culture center within the City and Borough, shall the City and Borough of Juneau, Alaska, issue and sell its general obligation bonds, maturing within 20 years from their date of issue, in the aggregate principal amount of not to exceed $7,000,000?

BONDS, YES ☐

BONDS, NO ☐

After voter approval of the proposition and in anticipation of the issuance of the Bonds, the City and Borough may issue short term obligations, under such date and in such amount, form, terms, maturity, and bearing such rate or rates of interest, all as may hereafter be fixed by ordinance of the City and Borough, consistent with limitations imposed by State law and by the Home Rule Charter and Code of the City and Borough.

Section 7. Notice of Election. The Assembly shall cause a notice of election to be published once a week for three consecutive weeks in a newspaper for general circulation in the City and Borough. The first notice shall be published not later than September 11, 2019, which is 20 days prior to the regular municipal election. The notice shall contain the information required by Section 10.5 of the Home Rule Charter of the City and Borough.

Section 8. Effective Dates.

(a) The authority to issue general obligation bonds proposed in Section 6 of this ordinance shall become effective on the day following the date the election results are certified for the regular municipal election held on October 1, 2019, if a majority of the qualified voters voting on the proposition set forth in Section 6 votes for the proposition.

(b) Section 6 of this ordinance authorizing the submission of the ballot proposition to the qualified voters of the City and Borough shall become effective thirty days after adoption of this ordinance.

Adopted this 19th day of August, 2019.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: COW
Introduced:
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-34

An Ordinance Calling for an Advisory Ballot Proposition on Grant Funding for the New Juneau Arts and Culture Center.

WHEREAS, the existing City-owned arts and culture facility is a former National Guard armory and is in need of replacement; and

WHEREAS, Juneau citizens have raised nearly $6 million since 2012, including donations of $10,000 and above from 112 Juneau individuals, families, and businesses; and

WHEREAS, the Partnership for the New JACC is a non-profit entity raising money to develop a new arts and culture facility in the Capital City; and

WHEREAS, the New JACC will contribute to the quality of life and economic health of the community by creating construction related jobs, creating exhibit and performing art jobs, and raising tax revenue while providing arts and culture events for residents and visitors; and

WHEREAS, the New JACC is anticipated to generate about $19 million in the Juneau economy due to construction and contribute to the $58 million spent annually by artists, arts organizations, and audiences in the region; and

WHEREAS, the Partnership for the New JACC has raised 21 percent ($5.544 million) towards its goal of $26.4 million with over 70 percent from private donations; and

WHEREAS, fundraising efforts among large foundations and corporations have made clear that those private funders will take steps to provide substantial funding when the fundraising effort reaches 50 percent, especially if the City and Borough of Juneau makes an additional grant; and

WHEREAS, the Assembly is interested in providing a grant from the voter approved one percent sales tax to the New JACC and would benefit from the advice of the voters; and

WHEREAS, the voter approved one percent sales tax is expected to raise $47 million for fiscal years 2019-2024; and

WHEREAS, $4.5 million of the one percent sales tax is programmed for Centennial Hall upgrades and deferred maintenance and those funds could be reprogrammed as a grant for the New JACC; and

WHEREAS, the Assembly intends to replace the funding for Centennial Hall through other funding sources; and

WHEREAS, the Assembly has decided to call for an advisory vote on this grant to be presented to the voters at the October 1, 2019, municipal election.

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. Submission to Voters. The question of whether to provide a grant to the New JACC in an amount of $7,500,000 as provided herein shall be submitted to the qualified voters of the City and Borough of Juneau at the regular election to be held on October 1, 2019. The City and Borough Clerk shall prepare the ballot proposition to be submitted to the qualified voters as provided by this ordinance and shall perform all necessary steps in accordance with law to conduct the election and place this proposition before the qualified voters at said regular election.

Section 3. Proposition. The proposition to be submitted to the qualified voters of the City and Borough of Juneau as required by Section 2 above shall read substantially as follows:

Explanation

The Assembly asks for your advice whether to provide a grant of $7,500,000 for the New JACC. If a grant is made in the current fiscal year, $4.5 million would be appropriated from the sales tax fund balance and $3 million would be appropriated from the general fund balance. The Assembly intends to replenish the draw on fund balances by reallocating unassigned 1% sales tax over the next three years and reallocating the $4.5 million of 1% sales tax funds over the next three years that was originally programmed for Centennial Hall improvements, which the voters approved in 2017. The Assembly intends to replace the funding for Centennial Hall by issuing general obligation bonds to be paid back by raising the hotel-motel room rental tax by two percent and a 0.1 mill property tax increase (1% overall rate increase).

The existing City-owned arts and culture facility needs replacement and the grant would attract substantial additional private funds. If supported by the voters, the Assembly intends to require a contract with the Partnership for the New JACC that includes at least the following grant conditions: (1) the voters would need to approve the general obligation bond proposition for Centennial Hall at this election; and (2) the grant funds cannot be released until the New JACC project is funded at 90 percent, which must occur prior to October 1, 2023.

PROPOSITION NO. ____

ADVISORY PROPOSITION TO PROVIDE A GRANT OF $7.5 MILLION FOR THE NEW JACC.

Should the City and Borough of Juneau provide a grant of $7,500,000 to the New JACC for development of a new arts and culture center?

YES [ ]
NO [ ]

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:
Drafted by: R. Palmer/Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-06(B) (v.1)

An Ordinance Appropriating to the Manager the Sum of $7,500,000 in Grant Funding for the Juneau Arts and Culture Center; Funding Provided by the FY20 Sales Tax Revenues, Sales Tax Fund Balance, and General 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 $7,500,000 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 this 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;

(c) The Manager not release the grant funds until the New JACC project is funded at 90 percent;

(d) The Manager shall negotiate a contract to encumber the grant funding; and

(e) The Assembly may direct the Manager to add other terms and conditions that are in the public interest.

Section 4. Source of Funds.

General Fund’s Fund Balance	$3,000,000
Sales Tax Fund’s Fund Balance	$3,500,000
FY20 Sales Tax Revenue	$1,000,000

Section 5. **Sunset Provision.** This ordinance is automatically repealed if 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 conditions (a) and (b) in Section 3 are satisfied.

Adopted this ________ day of ________________________, 2019.

____
Beth A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: Mayor Weldon
Introduced:
Drafted by: R. Palmer/Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-06(B) (v.2)

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 FY20 Sales Tax Revenues and 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 this 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;

(c) The Manager not release the grant funds until the New JACC project is funded at 90 percent;

(d) The Manager shall negotiate a contract to encumber the grant funding; and

(e) 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	$3,500,000
FY20 Sales Tax Revenue	$1,000,000

Section 5. Sunset Provision. This ordinance is automatically repealed if 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 conditions (a) and (b) in Section 3 are satisfied.

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. 2854

A Resolution Changing the Methodology for Calculation of Reimbursement for Emergency Service Volunteers, and Repealing Resolution 2554.

WHEREAS, emergency service volunteers expend substantial personal time and resources traveling to and serving at fires, medical calls, training, drills, and other events; and

WHEREAS, these contributions are essential to the safety and wellbeing of the citizens of Juneau; and

WHEREAS, it has been a longstanding policy of this community to provide emergency service volunteers with modest reimbursement to help defray the cost of transportation, equipment, clothing, training, and other expenses associated with providing emergency service to the community; and

WHEREAS, the current reimbursement schedule needs updating to comply with labor laws and to better fit the needs of the Capital City Fire and Rescue Department; and

WHEREAS, the Human Resources Committee at its meeting on June 24, 2019, moved to forward Resolution 2854 to the Assembly for approval.

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

Section 1. Authority to Adopt a New Emergency Service Volunteer Reimbursement Policy. The Manager is authorized to provide reimbursement to emergency service volunteers consistent with Exhibit A. The Manager, or designee, may make minor changes to the policy in Exhibit A to effectuate the purpose of this resolution without further Assembly review.

Section 2. Repeal of Resolution. Resolution 2554 is repealed.

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

CAPITAL CITY FIRE / RESCUE

STANDARD OPERATING PROCEDURE

Title:	**SOP #**
Date Issued:	
Date Revised:	**Approved by Chief Etheridge ______________________**

Z.100.1 Objective

Z.100.1.a To outline the volunteer pay schedule for Capital City Fire/Rescue.

Z.100.2 Definitions

Z.100.2.a **Chaplin** – A member or members appointed by the Fire Chief or his/her designee. This position is outlined further in SOP C.810.

Z.100.2.b **Driver/Operator** – Members that have passed the training and examination process to drive and operate fire pump apparatus. An Engineer and responsible Assistant Fire Chief approve the status of a member meeting these requirements.

Z.100.2.c **EMT** – certification by the State of Alaska as an Emergency Medical Technician. For solely the purposes of volunteer reimbursement, members will be reimbursed the same regardless of their Emergency Medical Technician level. Volunteer members with Mobile Intensive Care Paramedic licensure by the State of Alaska will be grouped here for the purposes of reimbursement only.

Z.100.2.d **Firefighter I** – certification by IFSAC or ProBoard as a Firefighter I. The Fire Chief may approve a member's certification with another certifying agency with similar requirements.

Z.100.2.e **Firefighter II** – certification by IFSAC or ProBoard as a Firefighter II. The Fire Chief may approve a member's certification with another certifying agency with similar requirements.

Z.100.2.f **Hazmat Team** - Members assigned to the water and/or rope special teams. Membership into the team requires prior approval from the team coordinators and responsible Assistant Fire Chief.

Z.100.2.g **Instructor** – A member that is certified by the State of Alaska to teach Firefighter I and/or EMT I and actively instructs. Instruction requirements may be met by teaching at drill.

Z.100.2.h **Long Call** – Any emergency incident that is greater than 2 hours in length.

Z.100.2.i **EMT Precepted** – A member that has successfully completed preceptorship with Capital City Fire/Rescue

Z.100.2.j **Scene Support** – A member that has no qualifications, certifications, or licensures recognized by Capital City Fire/Rescue such as Firefighter I, Firefighter II, EMT, etc…

Z.100.2.j.1 This is the basic level of membership in Capital City Fire/Rescue. Scene Support involves responding to all emergencies. Members may choose to be a water or rope team only member. In these cases, members will not be considered as "Scene Support."

Z.100.2.k **Senior Firefighter** – A Senior Firefighter is a promoted position within the volunteers. Personnel will be promoted to the position by the Fire Chief or his/her designee.

Z.100.2.l **Stipend** – the fixed regular sum paid monthly based upon qualification.

Z.100.2.m **Water/Rope Team** – Members assigned to the water and/or rope special teams. Membership into the team(s) requires prior approval from the team coordinators and responsible Assistant Fire Chief.

Z.100.3 **Process**

Z.100.3.a All members will be required to fill out and maintain a W-4 form with the City and Borough of Juneau. Reimbursements will be reported to the Internal Revenue Service.

Z.100.3.b Members will be reimbursed on a quarterly basis.

Z.100.3.b.1 Reimbursement periods will be as follows:

Period	Payment by
January 1 – March 31	May 1
April 1 – June 30	August 1
July 1 – September 30	November 1
October 1 – December 31	February 1

Z.100.3.c Fire certifications/qualifications are not cumulative.

Z.100.3.d EMS certifications/qualifications are not cumulative.

Z.100.3.e All other certifications/qualifications may be cumulative.

Z.100.3.f All certifications/qualifications must be approved in advance by the Fire Chief or his/her designee.

Z.100.3.g Capital City Fire/Rescue's Administrative Officer will be responsible for overseeing the reimbursements.

Z.100.3.h A member's chain of command will be adhered to when disputing or questioning any reimbursements.

Z.100.4 Reimbursement Schedule

Z.100.4.a Stipend

Z.100.4.a.1 Members will receive a stipend according to their qualification, certification, or licensure recognized by Capital City Fire/Rescue.

Z.100.4.a.2 Members must have met the volunteer expectations/requirements established in SOP C.100 to receive the stipend.

Z.100.4.a.2.i The responsible mentor and the Fire Chief's designee will certify the expectations/requirements have been met by signing for each volunteer member at the end of each quarter.

Z.100.4.b Per Call

Z.100.4.b.1 Volunteer members will be paid on a per call basis.

Z.100.4.b.2 Calls exceeding two hours in length will be paid according to "Station Coverage" described below.

Z.100.4.b.2.i Each volunteer member will be required to enter the "Long Call" into the Activity Form in ImageTrend.

Z.100.4.b.2.ii Special Teams members on extended special teams calls will receive the "Water/Rope Team" Block Pay.

Z.100.4.b.3 Calls attended during a Career Station ride will not be counted toward "Per Call" pay.

Z.100.4.b.3.i While conducting a Career Station ride, volunteers will be assigned to the appropriate career station apparatus in the NFIRS report.

Z.100.4.b.3.ii Volunteer members responding to emergencies while not on a Career Station ride will be assigned to the appropriate volunteer apparatus or "POV" in the NFIRS report.

Z.100.4.b.3.iii The aforementioned assignments are how incident pay will be differentiated and calculated. It is the obligation of the responsible Captain or Acting Captain to accurately record this in the NFIRS report.

Z.100.4.c Block Pay

Z.100.4.c.1 Long Calls, Long Training Events, or Volunteer Station Coverage are included in Block Pay.

Z.100.4.c.2 Block Pay will be recorded in the Activities Form in ImageTrend and it is the responsibility of the volunteer member to record in an accurate and timely manner.

Z.100.4.c.3 The responsible mentor and Fire Chief designee will approve Block Pay for members at the end of each quarter.

Z.100.4.c.4 Block Pay will be paid in 4-hour blocks.

Z.100.4.c.4.i Block Pay will be capped at a maximum of 3 blocks per 24-hour period.

Z.100.4.c.4.ii At the completion of the quarter, Block Pay will be rounded up to the nearest 4 hour block.

Z.100.4.d Career Station Ride

Z.100.4.d.1 Members will receive Career Station Ride Pay for when they conduct a Career Station ride-along.

Z.100.4.d.2 Career Station Ride Pay will be recorded in the Activities Form in ImageTrend and it is the responsibility of the volunteer member to record in an accurate and timely manner.

Z.100.4.d.3 The responsible mentor and Fire Chief designee will approve Block Pay for members at the end of each quarter.

Z.100.4.d.4 Career Station Ride Pay will be paid in 4-hour blocks.

Z.100.4.d.4.i Career Station Ride Pay will be capped at a maximum of 3 blocks per 24-hour period.

Z.100.4.d.4.ii At the completion of the quarter, Block Pay will be rounded up to the nearest 4 hour block.

Z.100.5 Volunteer Reimbursement Schedule

Position	Stipend	Per Call (Not coverage)	Block Pay * (4 hour block)	Career ** (4 hour block)
Scene Support	$50	$5	$15	$15
Firefighter I	$100	$15	$20	$20
Firefighter II	$125	$20	$25	$25
Senior Firefighter	$150	$25	$25	$25
EMT	$50	$5		
EMT - Precepted	$100	$5		
Water/Rope Team	$50	$5	$50***	
Hazmat Team	$25			
Driver/Operator	$25			
Chaplin	$100			
Instructor	$50			

* Long Call, Long Training or Volunteer Station Coverage capped at 3 blocks per 24h hour period.

** Per Call pay does not apply to Career Station riding capped at 3 blocks per 24 hour period.

*** For Special Teams calls only, not Station coverage.

Presented by: The Manager
Introduced: 12/20/2010
Drafted by: J.W. Hartle

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2554

A Resolution Changing the Methodology for Calculation of Compensation For Emergency Service Volunteers, and Repealing Resolution 2314.

WHEREAS, emergency service volunteers expend substantial personal time and resources traveling to, and serving at, fires, training, drills, and other events; and

WHEREAS, these contributions are essential to the safety and wellbeing of the citizens of Juneau; and

WHEREAS, it has been a longstanding policy to provide emergency service volunteers with a modest compensation/reimbursement to help defray the cost of transportation, equipment, clothing, and other expenses associated with emergency service to the community; and

WHEREAS, implementation of CBJ's new computer systems, and the possibility of gaining favorable tax treatment of such compensation, requires slight changes to the existing calculation methodology.

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

Section 1. The Manager is authorized to provide compensation to emergency service volunteers. The compensation shall be calculated and distributed monthly by allocating the annual volunteer firefighter budget using a volunteer point system. Volunteers will be awarded one attendance point for each training, drill, or emergency response attended. Total attendance points will be adjusted for the volunteer's classification points multiplier in Section 2 and, if the volunteer holds multiple classifications, the points multiplier in Section 3, using the following formula.

Attendance Points x [Classification Points + Multiple Classification Points] =
Total Volunteer Points (Per Firefighter)

The total volunteer points will then be multiplied times the dollar value assigned to each point to determine a firefighter's compensation. The point dollar values will be determined by dividing the annual budget for volunteer firefighters by twelve, subtracting the officer compensation in Section 4 for that month, and dividing this result by the total of all volunteer points for that month.

[[Annual Budget / Twelve] - Firefighter Officer Volunteer Compensation] / Total Volunteer Points for the Month = Point Dollar Value

Section 2. Classification points will be determined by using the highest point multiplier applicable for each volunteer.

Classification	Multiplier
Captain	3.50
Lieutenant	3.00
Firefighter II	2.50
Firefighter I	2.00
Firefighter Basic	1.00
MICP	3.50
EMT III	3.00
EMT II	2.50
EMT I	2.00
ETT	1.00
Rope rescue team member	2.00
Swift water rescue team member	2.00

Section 3. Multiple classification points will be determined by using the point multiplier applicable for each volunteer's additional classifications. The volunteer's classification selected in Section 2 cannot be selected a second time (duplicated) in Section 3.

Classification	Multiplier
Engineer	0.50
MICP	1.50
EMT III	1.00
EMT II	0.50
EMT I	0.30
ETT	0.10
Rope Rescue certified	0.30
Swift water certified	0.30
Haz Mat Technician	0.50

Section 4. In addition to the volunteer point compensation specified in Section 1, firefighter officer volunteers shall be compensated for their extra duties as follows:

Captain	$100 per month
Chaplain	$100 per month.

Section 5. Repeal of Resolution. Resolution 2314 is repealed.

Section 6. Effective Date. This resolution shall be effective January 1, 2011.

Adopted this 20th day of December, 2010.

Bruce Botelho, Mayor

Attest:

Laurie J. Sica, Clerk

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

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2858

A Resolution Ratifying the Labor Agreement between the City and Borough of Juneau and the Public Safety Employees Association, AFSCME Local 83, 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 Public Safety Employee Association, AFSCME Local 83, 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 Public Safety Employee Association, AFSCME Local 83, 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 A. Weldon, Mayor

Attest:

____
Elizabeth J. 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: July 22, 2019

To: City Assembly

Thru: Duncan Rorie Watt
City Manager

From: Dallas Hargrave
Human Resources & Risk Management Director

Re: Request for Ratification of PSEA Tentative Agreement

The City and Borough of Juneau and the Public Safety Employees Association (PSEA) reached tentative agreement on a three year collective bargaining agreement on June 12, 2019. The contract will take effect on July 1, 2019 and conclude on June 30, 2022.

The PSEA held a ratification vote on the new contract terms. Votes were counted on June 27, 2019 and the contract passed.

The tentative agreement contains substantive changes related to the pay schedule, health insurance, and premium pays. In FY20, sworn officers received a higher general increase to the wage schedule because of market-based conditions that necessitated the higher increase in wages to address recruitment and retention of sworn officers. In FY20, dispatchers received a higher general increase to the wage schedule to address recruitment and retention issues with the job classification. Specifically, the factors that support the FY20 wage increases for sworn officers and dispatchers are:

Sworn Officers
- There is a nationwide trend of difficulty hiring and retaining police officers. Other Alaskan jurisdictions have responded with significant pay increases.
- Hiring pools for police offers at JPD are decreasing in size.
- Despite active recruiting efforts, JPD has a 10% vacancy rate for sworn officers. In addition, another 5% of new officers.
- Officer training takes a significant investment in time and funding - At a minimum it takes 34 weeks to train an officer after they are hired.
- Turnover is compounded by retirement eligibility – over 25% of sworn staff is eligible to retire within the next 5 years.

Dispatchers
- JPD has had historical difficulty recruiting, training, and retaining dispatchers.

- Last year the vacancy rate for dispatch ranged from a high of 46% to a low of 25%. Shifts must be covered – at a 25% vacancy rate staff are averaging 18.25 hours of overtime per week. High amounts of mandatory overtime leads to staff turnover.
- The training program for a new dispatcher takes approximately 27 weeks. There is a steep learning curve after that to become highly productive.

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

Economic Changes:

All economic terms will be effective no earlier than July 1, 2019.

Wages and Pay:

FY20: The parties agreed to a 6% general increase to the wage schedule in FY20 for sworn officers; 3% general increase to the wage schedule for dispatchers; and a 2% general increase to the wage schedule for other non-sworn members. Additionally, the parties agreed to a $500 lump sum payment to each full-time benefited non-sworn member employed on July 1, 2019. Finally, the parties agreed to change premium pays in the following manner:

Base Wage Adjustment team pay enhancements—Capped at 3% per member, unless team leader, then 5% per member

1. Special Weapons and Tactics (SWAT): 3%
2. Explosive Ordnance Disposal (EOD): 3%
3. Crisis Negotiation Team (CNT): 3%
4. Juneau Motor Accident Reconstruction Team (JMART): 3%
5. Team Leaders: 2%
    a. SWAT
    b. EOD
    c. CNT
    d. JMART

While Performing Duties pay enhancements—Capped at 5% per member

1. Field Training Officer (FTO): 5%
2. Officer In Charge (OIC): 5%
3. Drug Recognition Expert (DRE): 3%

With the addition of the pay enhancements documented above, there is also a removal of certain types of pay from the collective bargaining agreement which will partially offset the cost of the team pay enhancements listed above:

- FTO pay of $2.00 per hour
- OIC differential of $1.50 per hour
- Master Officer pay of $45-$70 per pay period (qualifications for Master Office Pay included assignments to the specialty teams listed above.)

FY21: The wage schedule shall increase by 1% for all job classifications.

FY22: The wage schedule shall increase by 1% for all job classifications.

Health Insurance

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.

Below is a summary of estimated costs of the changes related to wages and health insurance:

PSEA			
% Wage Increases	**FY20**	**FY21**	
Sworn	6.0%	1.0%	1.0%
Dispatch	3.0%	1.0%	1.0%
Other Non-sworn	2.0%	1.0%	1.0%
Cumulative Cost	**FY20**	**FY21**	
Sworn wages	376,914	443,502	510,756
Dispatch wages	35,970	48,320	60,793
	23,226	35,071	47,035
	$54,737	$57,419	$60,317
	$80,000	$68,000	$68,000
Total		652,312	

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. Table talks proceeded smoothly with both parties discussing issues and resolving problems. Eventually, a federal mediator spent a day with the parties to assist in reaching agreement on the final economic terms. Police Chief Ed Mercer, Deputy Police Chief David Campbell, Administrative Officer II Jessica Paskowski and Human Resources Manager 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.

PSEA/CBJ Contract Negotiations

Tentative Agreement Summary of Major Changes

Effective July 1, 2019 through June 30, 2022

Article	Language Impact
Article 2 – Recognition	Formal incorporation of Civilian Investigator job classification into bargaining unit.
Article 5 – Association Membership, Dues, and Activities	Changes due to the *Janus* court decision.
Article 6 – Leave	Housekeeping changes and the incorporation of Letter of Agreement language.
Article 8 – Pay Rates and Pay Days	8.1 Pay Schedule: Increases to the pay schedules as described below: FY20 / FY21 / FY22 Sworn members 6% / 1% / 1% Dispatcher 3% / 1% / 1% Other non-sworn 2% / 1% / 1% Additionally, a lump sum payment will be paid that is not PERS eligible of $500 to each full time, benefitted non-sworn member employed on July 1, 2019. 8.4 Overtime Defined: Incorporated language from a Letter of Agreement and other housekeeping changes. Clarified that the academy pay begins on the day of arrival at the Academy. 8.6 Pay on Promotion: Clarified step placement upon promotion language to better reflect current practice. 8.11 Sixth and Seventh Day Premium Pay: Clarification language regarding waiving overtime. 8.12 Field Training Officer and Communications Training Officer Differential Pays: Increase from $2 per hour to a 5% additional pay per hour of work. Clarification that the premium pay is included in overtime rate.

	8.13 In Charge Differential Pay: Increase from $1.50 per hour to a 5% additional pay per hour of work. Clarification that the premium pay is included in overtime rate. 8.14 Master Civilian Pay: The Master Officer pay is eliminated. Civilian Members who are enrolled in the Master Civilian Pay program on June 30, 2019 will have the opportunity to re-apply for a master pay lump sum payment each year at the current lump sum payment rate until they leave the current job classification. 8.15 Pay Enhancements: Base Wage Adjustment pay enhancements—Cap at 3% per member, unless team leader, then 5% per member 1. SWAT: 3% 2. EOD: 3% 3. CNT: 3% 4. JMART: 3% 5. Team Leaders: 2% a. SWAT b. EOD c. CNT d. JMART While Performing Duties pay enhancements—Cap at 5% per member 6. FTO: 5% 7. OIC: 5% 8. DRE: 3% Removal of: • FTO pay of $2.00 per hour • OIC differential of $1.50 per hour • Master Officer pay of $45-$70 per pay period (qualifications for Master Office Pay included assignments to the specialty teams listed above.)

	8.15 Holiday Pay: Incorporation of language from a Letter of Agreement and housekeeping changes. 8.21 Shift Differential: Clarification language to reflect current practice. 8.24 Acting Status at a Higher Level: Clarification language to reflect current practice.
Article 9 – Uniforms, Property, and Equipment	Updated language regarding the uniforms and uniform items provided for the Civilian Investigator job classification.
Article 10 – Training and Advanced Education	Clarification that Article 10.4, repayment to the employer, applies to all training.
Article 11– Health Insurance and Employee Wellness	FY20: Employer contribution is increased from $1260 to $1325, approximately 5% FY21: Employer contribution is increased to $1390, approximately 5%. FY22: Employer contribution is increased up to $1460, approximately 5%. Removal of the three-tier plan to reflect the current two-tier plan.
Article 17– Employee Rights and Responsibilities	Notification of internal investigation is not required if the conduct is subject to a criminal investigation. Clean up references to Personnel Rules.
Article 20 – Interpretations and Definitions	Removal of “Travel Status” definition, as it is defined elsewhere in the CBA.
Article 25 – Duration of Agreement	Three year agreement.

COLLECTIVE BARGAINING AGREEMENT

By and Between

CITY AND BOROUGH OF JUNEAU, ALASKA

and

PUBLIC SAFETY EMPLOYEES ASSOCIATION, INC.

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

COLLECTIVE BARGAINING AGREEMENT

Between the

CITY AND BOROUGH OF JUNEAU, ALASKA

and the

PUBLIC SAFETY EMPLOYEES ASSOCIATION, INC.

July 1, 20~~16~~19 - June 30, 20~~19~~22

TABLE OF CONTENTS *(to be reviewed by parties after CBA finalized)*

ARTICLE 1

PURPOSE OF AGREEMENT

The purpose of this Agreement is to promote harmonious and cooperative relations between the City and Borough of Juneau (Employer) and the Public Safety Employees Association (Association); promote efficiency and economy in service to the people of Juneau; and to record those agreements between the Employer and Association on matters of wages, hours and other terms of employment.

ARTICLE 2

RECOGNITION

2.1 – Recognition

The Employer hereby recognizes the Association as the sole and exclusive representative for Police Officers, Police Sergeants, Paid Reserve Officers, Civilian Investigators, Public Safety Dispatchers, Lead Public Safety Dispatchers, Reserve Public Safety Dispatchers, Community Service Officers, Community Service Officers Supervisor, Administrative Assistants in the Records Unit, the Evidence and Property Specialist and Technician positions and the Investigations Support Specialist in Special Operations Unit for purposes of collective bargaining.

2.2 – Exclusive Representation

A) The Employer will not negotiate or handle grievances with any individual or with any organization other than PSEA or its designee with reference to terms and conditions of employment of Members in the Bargaining Unit. When individuals or organizations other than the Association or its designee request negotiations or handling of grievances, they will be advised by the Employer to transmit their request to PSEA. The Association, or its designee, will advise any individuals or organizations seeking to negotiate or handle grievances that PSEA is the exclusive representative of Members of the Bargaining Unit and will be the only representative to approach the Employer on these matters.

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

ARTICLE 3

MERIT PRINCIPLES

3.1 – Merit Principles

The parties agree that it is their mutual intent to strengthen merit principles of employment in the Bargaining Unit.

3.2 – Discrimination Prohibited

The Employer and the Association agree to comply with all federal, state, and local laws, rules and regulations prohibiting harassment or discrimination against any person in regard to all aspects of employment, Association representation and Association membership because of race, religion, color, national origin, age, mental or physical disability, sex, marital status, changes in marital status, pregnancy or parenthood.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 Except, and only to the extent that specific provisions of this Agreement expressly provide otherwise, it is agreed that the Employer has, and will continue to retain regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect as defined under CBJ 44.10.130 and other applicable laws.

4.2 The exercise of management rights does not preclude the Association from consulting with, raising grievances about, or negotiating where required, over the impact that the exercise of management rights have on wages, hours and other terms and conditions of employment.

ARTICLE 5

ASSOCIATION ~~SECURITY~~ MEMBERSHIP, DUES, AND ACTIVITIES

5.1 – Association ~~Security~~Membership

~~It shall be a condition of employment that all Employees covered by this agreement become and maintain Association membership or pay a non-Association service fee.~~ Employees covered by this agreement may voluntarily elect to become members of the Association. The Association may charge non Association Members a fee for representation, such as in disciplinary investigations and grievances, for those matters unrelated to the negotiation of this Agreement.

5.2 – Limitations

Association dues or a service fee may not be required of an Employee who is appointed under the terms of 5 PR 015(a) and (d), or whose regular work schedule does not exceed eighteen (18) hours per week. Paid Reserve Officers and Reserve Public Safety Dispatchers appointed under the terms of 5 PR 020(a) shall pay Association dues or a service fee for each month in which they are scheduled to work beyond 18 hours in any given week if those employees elect to become Association members.

A. Association dues or a service fee may not be required for an Employee who is appointed under the terms of 5 PR 015(a) and (d), or whose regular work schedule does not exceed eighteen (18) hours per week.

B. Paid Reserve Officers appointed under the terms of 5 PR 020(a)(3) shall pay association dues or a service fee of 1.72% of gross wages per pay period not to exceed the established rate if those employees elect to become Association members.

C. Reserve Public Safety Dispatchers appointed under the terms of 5 PF 020(a)(3) shall pay association dues or a service fee of 1.22% per pay period not to exceed the established rate if those employees elect to become Association members.

~~5.3 – Religious Exemption~~

~~Employees whose bona fide religious convictions preclude the payment of Association dues or fees shall pay an amount equivalent to such dues or fees to the union. The Union shall contribute the money to a charitable organization of its choice not affiliated with a religious, labor, or employee organization. The charitable organization and the manner of payment shall be provided to the objecting Employee by the Association.~~

5.3~~4~~ – Payroll Deductions

The Employer shall make all appropriate deductions, including Association dues, fees or ~~service fees~~assessments from the pay of those Employees who have presented the Employer with a signed authorization for the deduction. These deductions shall be forwarded to the Association within ten (10) days.

5.4~~5~~ – Association and Employee Activities

Association activities are governed by CBJ 44.10 and are not subject to negotiation by the parties. Neither the Association nor the Employer will discriminate against or harass Association or non-Association Members protected under law.

5.5~~6~~ – Bulletin Boards and E-mail

Notwithstanding the provisions of 16 PR 005, the Employer shall provide non-public space for the posting of Association notices on existing bulletin boards, which are primarily for Member information.

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 Police Department or the performance of the Member's duties.

5.6~~7~~ – Association Representative

A) The Public Safety Employees Association, located in Anchorage, shall have a representative who shall be authorized to speak for the Association in all matters covered by this Agreement. The President of the Juneau Police Department Employees Association shall be authorized to speak as a representative of first contact for the Association in all matters covered by this Agreement.

B) Association representatives shall be permitted to visit any site at which bargaining unit Members are working, provided visitation is in compliance with security procedures and does not unreasonably interfere with the Employees' work. Non employee Association Representatives shall notify the Chief of Police or his or her designee when visiting the building.

5.7~~8~~ – Association Steward

A) A steward may be appointed from among the Members of the Employer at any time by the Association. The Association will notify the CBJ Human Resources Director and the Police Chief in writing within forty-eight (48) hours of such appointments and when the Member is no longer the steward.

B) When requests, complaints, grievances, or any other business in which the CBJ has an interest cannot be handled during non-working hours, the steward may process same during working hours without loss of compensation. Such time must be approved in advance by the steward's supervisor. Such requests will not be unreasonably denied.

~~5.9 – Association Security Compliance~~

~~On the written demand of the Association, any Employee who has been employed for more than sixty (60) days and is not in compliance with 5.1 of this Article shall be separated by the Employer provided 5.2 or 5.3 does not apply. The Employer must provide written notice to the Employee thirty (30) days prior to separation.~~

5.8~~10~~ – Employee Status Notifications

The Employer shall notify the Association within seven (7) days of the name, address and date of hire for any new Employee. Further, the Employer shall notify the Association within seven (7) days of the name of any Employee who has separated from employment.

5.9~~11~~ – Employee Orientation

Within the first four (4) months of employment, the Chapter President or the Chapter Steward shall have one (1) hour of each new Employee's on-duty time, by prior arrangement with the Employees' immediate supervisor, to discuss matters pertaining to this Agreement and Association representation. The Employer may arrange for several Employees to attend the one-hour session at the same time upon prior notice to the Chapter President. Nothing requires any new Employee to attend such an orientation.

ARTICLE 6

LEAVE

6.1 – Accrual Rates for 40-Hour Workweek

All permanent and probationary Members assigned to a forty (40)-hour per week work schedule accrue personal leave in lieu of annual leave and sick leave. The personal leave accrual rate for each Member shall be as follows:

A) for Members with less than one year of service, 6.5 hours leave accrual for each full biweekly period of duty;

B) for Members with one, but less than two years of service, 7.4 hours leave accrual for each full biweekly period of duty;

C) for Members with two, but less than five years of service, 8.3 hours leave accrual for each full biweekly period of duty;

D) for Members with five, but less than ten years of service, 9.3 hours leave accrual for each full biweekly period of duty; and

E) for Members with ten or more years of service, 11.1 hours leave accrual for each full biweekly period of duty.

6.2 – ~~Less Than 40-Hour Workweek Schedule~~Accrual Rates for 37.5-Hour Workweek

~~Permanent and probationary Members assigned to a work schedule of less than forty (40) hours per week shall accrue leave on a prorated basis. The formula for the prorated basis shall be the number of regularly scheduled hours per week divided by forty (40), the result of which is then multiplied by the biweekly leave accrual rate as determined by years of service and rounded to the nearest one-tenth of an hour.~~
All permanent and probationary Members assigned to a thirty-seven and one-half hour (37.5) per week work schedule accrue personal leave in lieu of annual leave and sick leave. The personal leave accrual rate for each Member shall be as follows:

A) for Members with less than one year of service, 6.1 hours leave accrual for each full biweekly period of duty;

B) for Members with one, but less than two years of service, 7 hours leave accrual for each full biweekly period of duty;

C) for Members with two, but less than five years of service, 7.8 hours leave accrual for each full biweekly period of duty;

D) for Members with five, but less than ten years of service, 8.7 hours leave accrual for each full biweekly period of duty; and

E) for Members with ten or more years of service, 10.4 hours leave accrual for each full biweekly period of duty.

Accrual Rates for less than 37.5 hour Workweek

Leave accrual for part-time employees and other employees not assigned to a 37.5-hour workweek shall accrue leave on a pro-rated basis according to the number of hours worked.

6.3 – Unauthorized Leave

A Member who is absent without authorized leave shall not accrue leave for that pay period in which the unauthorized leave occurred. The Employer may take additional disciplinary action for the unauthorized leave. Such discipline may be subject to just cause review by the grievance process.

6.4 – Leave Anniversary Date

Changes in the leave accrual rate as provided in 6.1 and 6.2 take effect on the first day of the pay period immediately following the date on which the Member completes the prescribed period of service.

6.5 – Minimum Leave Usage

A) Each Member shall take not less than one-third of leave accrued by December 31 of each year. ~~during the period beginning with the first day of the first pay period in January and ending with the last day of the last pay period occurring fifty-two (52) weeks later.~~

B) Members shall be exempt from the minimum use requirement to the extent that such use would cause a Member's personal leave balance to be less than two hundred and forty (240) hours for Members assigned to a forty (40)-hour per week schedule or 225 hours for Members assigned to a 37.5-hour per week schedule. Members assigned to a work schedule of less than thirty-seven and one-half~~forty~~ (37.5~~40~~) hours per week are exempt from the minimum use requirement in the amount equal to their normally assigned work week hours multiplied by 4.2.

C) The Police Chief may direct a Member to take personal leave when such action is necessary to assure that the Member takes the minimum required.

D) If a member is denied the opportunity to take sufficient leave to meet the minimum usage requirement, the remaining use or lose balance will be carried over to the following year.

6.6 – Maximum Accrual

Leave accrued, but not used, shall accumulate to a maximum of not more than the equivalent of one thousand five hundred (1500) hours for forty (40)-hour week Members on ~~the first day of the first pay period in January~~January 1st of each year. Leave in excess of the maximum accrual shall be paid to the Member at the Member's regular rate of pay. Members assigned to a work week of less than 40 hours shall have the maximum leave accrual prorated accordingly.

6.7 – Transfer of Leave

A) Members may be allowed to transfer a maximum of two hundred forty (240) hours or fifty (50) percent of their accrued personal leave, whichever is less, provided such transfer does not reduce the donor's leave balance to less than 168 hours for members assigned to a 40 hour workweek. For members working less than 40 hours per week, the 168 hour balance will be prorated accordingly.

B) The recipient must be:

   1) an Employee who is absent from work for a reason that would be family/medical leave qualifying and is on Leave Without Pay; or

   2) the family member of a deceased Employee; or

   3) an Employee who is absent due to the death of an immediate family member and who is on Leave Without Pay; or

4) an Employee who is on approved military or emergency service leave per 11 PR 100 and is in Leave Without Pay status.

C) Personal leave donated for use by another Employee may not be credited toward the donor's minimum leave use requirement.

D) Unused donated leave will be returned to the donor.

E) All future rights to compensation for donated personal leave are waived by the donor unless the leave is returned to the donor.

F) Leave donated to another Employee shall be given a cash value by multiplying the number of hours donated by the regular hourly 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 is the result of the calculations.

6.8 – Scheduled Use of Personal Leave

It is a mutual responsibility of the Member and the supervisor to schedule leave so that a Member has the opportunity to take the required minimum amount of leave to be used.

A Member may take personal leave at any time that business permits with the prior approval of the Police Chief or the Police Chief's designee. If business permits, management shall endeavor to allow at least one person per shift to be on leave at any given time.

6.9 – Unscheduled Use of Personal Leave

A) A Member may take personal leave for medical reasons when the Member is sick or disabled to the extent that the Member cannot attend to their regular duties or an alternate duty assignment.

B) A Member may take personal leave for medical reasons when the illness, disability or death of a member of the Member's immediate family requires the attendance of the Member.

C) A Member may take up to the equivalent of ten work days of unscheduled personal leave because of the death of a member of the Member's immediate family. The amount of leave may be increased by mutual agreement.

D) The Employer may require written documentation or other acceptable proof that a Member's condition meets the requirements of 6.9 before authorizing the use of leave.

6.10 – Leave Without Pay

A) A Member may be granted leave without pay provided they have exhausted their personal leave and the granting of such leave will not cause the Employer any business hardships.

B) A Member on Leave Without Pay for any reason other than an approved Family/Medical Leave absence will reimburse the employer for the cost of insurance during the period of Leave Without Pay. See 11.1.

C) Leave without pay in excess of twenty (20) workdays in any calendar year shall require the prior approval of the Manager.

6.11 – Cancellations of Authorized Leave Without Pay

The Police Chief may cancel authorized leave without pay in those instances that a Member was granted leave for a specific purpose and the Employer finds that the Member is using the leave for purposes other than those specified at the time of approval. Such cancellation shall be in writing and delivered to the Member or mailed to the Member's last known address.

6.12 – Effects of Leave Without Pay

A) During any pay period that a Member is charged with leave without pay, that Member shall accrue personal leave on a prorated basis the same as a part time Member.

B) The leave anniversary date and the merit anniversary date of a Member shall be set forward one (1) pay period for each leave of absence without pay covering a full pay period and for each accumulation of the equivalent of ten (10) work days of leave without pay in any calendar year.

6.13 – Jury Leave

A) A Member who is called to serve as a juror is entitled to jury leave.

B) A Member on authorized jury leave shall give the Employer all monies received from the court as compensation for services and the Member shall be paid their regular wage while on jury leave.

C) Jury leave shall be supported by written documents such as the Court Clerk's Statement of Attendance.

D) Schedule Adjustments for Jury Duty:

1) A Member who is called to jury duty on an assigned workday during his or her assigned shift shall report to jury duty and return to work to complete his or her shift if released from jury duty prior to the end of his or her normal shift schedule.

2) A Member who is called to jury duty on an assigned work day, but outside of his or her regular shift times shall report to jury duty. The member shall be allowed a full eight hours of rest prior to reporting to duty. In this case, the member shall be paid his or her regular rate of pay from the beginning of his or her assigned shift until the eight hour rest period has concluded and the member reports to duty.

3) A member who is called to serve on a jury on an assigned work day, but outside his or her regular shift times shall report to jury duty. The member will be excused from work with pay for each full day of jury duty the employee serves provided the employee was otherwise scheduled to work. If a member completes his or her jury

duty service prior to 1:00 p.m. on the last day of service, the member shall be allowed a full eight hours of rest prior to reporting to duty. In this case, the member shall be paid his or her regular rate pay from the beginning of his or her assigned shift until the eight hour rest period has concluded and the member reports to duty.

6.14 – Military Leave

See 11 PR 090 and 11 PR 095

6.15 – Emergency Services Leave

See 11 PR 100.

6.16 – Maximum Paid Military and Emergency Services Leave

See 11 PR 105.

6.17 – Terminal Leave

A) The Employer shall pay a Member terminal leave equal to the number of personal leave hours accumulated times the Member's normal hourly rate of pay, not later than seven days after the date of separation when the Member has provided thirty (30) days advance notice of separation.

B) If a separated Member is re-employed prior to the expiration of the number of working hours paid for as terminal leave, that Member 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 Member.

6.18 – Immediate Family Defined

Immediate family as used within this Article means spouse, domestic partner, child, father, mother, sister, brother, father-in-law and mother-in-law, including half, step and foster relationships.

6.19 – Association Leave

A) There is hereby created an Association Leave Bank for the sole and exclusive use of the Association. The bank shall be administered and managed solely by the Association.

B) The first four hours of accrued personal leave of all new bargaining unit Members shall be transferred to the Association Leave Bank.

C) Upon request from the Executive Director of the Public Safety Employees Association or designee, or a Juneau Police Department Employees Association representative, the Employer shall transfer from one (1) hour to eight (8) hours from each Member's personal leave account to the Association Leave Bank. Such deductions are not credited toward the minimum personal leave use required of each Member.

D) Transfers of leave into the Association Leave Bank may not occur more than once each three (3) months, unless the Association and the Employer agree to another schedule or exception.

E) Leave placed in the Association Leave Bank shall be given a cash value by multiplying the number of hours deducted from the Member's leave balance by the regular hourly pay rate of the donor. This cash value shall then be divided by the regular hourly rate of the recipient to establish its value in hours as business leave.

F) The Association further agrees that the leave balance is not returnable to the personal leave accounts, not transferable to successor bargaining agents, and has no cash value upon decertification.

G) Requests for absences from duty for business leave shall be made by the JPDEA President or designee and addressed to the Police Chief. Requests for absences relating to Association training shall be made as early as possible, with at least fourteen (14) days notice.

H) Requests for absences for Association business shall not be unreasonably denied.

6.20 – Personal Leave Cash-In

A) A Member may cash in personal leave in an amount not to exceed two hundred and forty (240) hours in a calendar year as long as the Member's personal leave balance after the cash-in is not less than one hundred sixty-eight (168) hours.

Should the member so desire, the member may roll the personal leave cashout into a deferred compensation account.

B) Administration:

1) Application for personal leave cash-in shall be made in writing to the Payroll Supervisor.
2) Leave cash-in requests must be for a minimum of 5 days.
3) Leave cash-in will be included in the employee's regular payroll check.
4) 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.
5) The equivalencies established in subsection (A) shall be proportionately reduced for an employee assigned to work less than a full time schedule.
6) Personal leave cash-ins does not count toward minimum leave use requirements.

C) In the case of demonstrated hardship, the Police Chief may authorize the cash-in of personal leave in excess of this section, as long as the Member's personal leave balance after the cash-in is not less than one hundred sixty-eight (168) hours.

6.21 – Family/Medical Leave

The parties agree to abide by the requirements of federal and state law regarding Family/Medical Leave, the provisions of which are referenced in the CBJ Family/Medical Leave Policy appearing at Appendix A to the Personnel Rules.

6.22– 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 Bargaining unit Member for conferences regarding the same child. A supervisor may grant parent/teacher conference leave only in advance upon presentation by the Bargaining unit Member of written verification of the date and time of the conference and a written finding by the supervisor that the leave can be accommodated without imposing added cost or inefficiencies in the work place. Supervisors shall make every reasonable effort to accommodate parent-teacher conference leave.

6.23 – Injury Leave

A) The Union and Employer jointly agree that the intent of this provision is to recognize the unique nature of police work and is meant to protect and support Public Safety 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 a Member for Worker's Compensation will not be covered under this provision and will be handled through the City's standard Workers' Compensation process.

B) Sworn Officers and Community Service Officers, or other Members when working in a mobile command center or assigned to ride along for training purposes in a police vehicle, 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 a Member who has received a line-of-duty injury due to his or her own negligence.

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

E) A Member 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. A Member 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). A Member will only accrue leave while he or she is in work status. The Employer will continue to provide health insurance premium contributions on behalf of the Member while the Member 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, Members 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 Member as to whether the Member 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 Member 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 a Member disagrees with a determination of the health care professional that the Member is capable of performing the work assigned, the Member may elect to decline the assignment, which will terminate the Member's entitlement to paid injury leave under this provision. If the Member 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 Member's ability to return to service, the Employer's obligation under this provision shall terminate.

6.24 Paid Reserve Officer and Reserve Public Safety Dispatchers

The provisions of Article 6 do not apply to Paid Reserve Officers or Reserve Public Safety Dispatchers.

6.25 Shift Trades

Sworn Members shall be allowed to substitute scheduled work hours with other Sworn Members as business permits and subject to the approval of the Member's supervisor. The completion of shift trades is a matter solely between the two members. Management is not responsible for assuring that shift trades are completed. For the purposes of pay administration, hours worked are credited to the Member who was originally scheduled to work. This shall include any premium pays that would accrue to the member.

ARTICLE 7

RELIEF PERIODS AND LUNCH BREAKS

7.1 – Relief Periods

Members whose work schedule prohibits relief or refreshment during their shift shall be allowed one relief break not to exceed fifteen (15) minutes in duration without loss of pay during the first half of the shift and fifteen (15) minutes during the second half of the shift and each half shift thereafter. When working other than the regular shift, relief breaks may be taken each two (2) hours without loss of pay.

7.2 – Lunch Break

A) All Members who are scheduled to work in the Communications Center for eight (8) hours or more but less than ten (10) hours, will receive a paid lunch break of at least thirty (30) minutes which will be paid at the straight time. The member will normally be required to remain on the premises and immediately available for service. If required to work during the thirty (30) minute lunch break, Members will be paid at one and one half times the regular rate of pay for the actual time worked. Whenever practicable, the lunch break provided herein will occur approximately midway through the shift.

B) All Members who are scheduled to work in the Communications Center ten (10) hours or more will receive a paid lunch break of at least forty-five (45) minutes in duration which will be paid at the straight time. The member will normally be required to remain on the premises and be immediately available for service. If required to work during the forty-five (45) minute lunch break, Members will be paid at one and one half times the regular rate of pay for the actual time worked. Whenever practicable, the lunch break provided herein will occur approximately midway through the shift.

C) Patrol officers and Community Service Officers will be allowed a thirty (30)-minute break approximately midway through each full shift of not less than eight hours. No additional compensation will be due if an officer is unable to take the lunch break.

D) All other Members will be allowed an unpaid lunch break of not less than thirty (30) minutes in duration approximately midway through each full shift of eight (8) hours or more.

7.3 – Break Regularity

The Employer will make reasonable efforts to arrange for a Member to take relief and/or lunch breaks unless demands of the Department require otherwise.

ARTICLE 8

PAY RATES AND PAY DATES

8.1 – Pay Schedule

A) The pay schedules in Appendix "D" apply to all Members who are not attending the academy and will take effect the first day of the first full pay period beginning on or after the indicated date:

1. Effective on the first pay period on or after July 1, 2019~~6~~, the pay scales for Sworn Members in effect on June 30, 2019~~6~~ shall be increased by 6~~2~~.0%. Effective on the first pay period on or after July 1, 2019, the pay scales for Dispatchers and Lead Dispatchers in effect on June 30, 2019 shall be increased by 3.0%. Effective on the first pay period on or after July 1, 2019, the pay scales for other Non-Sworn Members in effect on June 30, 2019 shall be increased by 2.0%.

Additionally, each permanent/probationary full time benefitted Non-Sworn Member employed on July 1, 2019, shall receive a "special payment bonus" lump sum payment of $500. The lump sum payment will be included with the paycheck for the first full pay period on or after July 1, 2019.

2. Effective on the first pay period on or after July 1, 2020, the pay scales for all Members in effect on June 30, 2020 shall be increased by 1.0%. ~~Each permanent/probationary full time benefitted member employed on July 1, 2017, shall receive a lump sum payment equal to the amount of $18,250.00 divided by the number of health insurance eligible employees. The lump sum payment will be included with the paycheck for the first full pay period on or after July 1, 2017.~~

3. Effective on the first full pay period on or after July 1, 2021~~18~~, the pay scales in effect for all Members on June 30, 2021~~18~~ shall be increased by 1~~2~~%.

B) The rate of pay for Members while attending the Alaska Law Enforcement Training Course also known as the Basic Peace Officer Training Course will be 27.30 percent of the rate provided in part A of this section. The calculated result is the academy rate of pay.

8.2 – Pay Schedule Placement

See 10 PR 025 and 10 PR 030.

8.3 – Merit Step Progression

See 10 PR 080

8.4 – Overtime Defined

A) The overtime rate of pay is one and one half (1.5) times a Member's hourly rate of pay, which is listed in 8.1. No premium pay shall be paid on top of the overtime rate of one and one half times a Member's hourly rate of pay, which would result in pyramiding pay rates.

B) All unscheduled hours worked by Sworn Members shall be paid at the Sworn Member's overtime rate of pay. Unscheduled work hours means the Employer requires work of the Sworn Member with less than seven days (168 hours) advance notice.

C) All hours worked by non sworn Members in excess of 40 hours in a week, excluding those hours already paid at the overtime rate, shall be paid at the overtime rate of pay. For the purposes of this section, the actual hours worked but paid at the overtime rate in 7.2 (A) and (B) and 8.16(E) shall count toward meeting the 40 hour FLSA threshold.

D) All hours worked by Sworn Members shall be paid in the following manner.

1. All hours worked by Sworn Members (who are assigned to a shift other than 12 hours) in excess of 40~~2~~ hours in a 7-day FLSA period, excluding those hours already paid at the overtime rate, shall be paid at the overtime rate of pay.

2. Sworn members who are assigned to work 12-hour shifts shall be paid the overtime rate of pay for all hours worked in excess of 84 hours in a 14-day FLSA period, excluding those hours already paid at the overtime rate of pay.

3. ~~When a Member is assigned to work as a Downtown Walking Beat Patrol Officer and his or her schedule is adjusted to a six 12-hour shift and a one 8-hour shift workweek, overtime will be calculated based on an 80-hour FLSA period.~~ When a Sworn Member is temporarily assigned to a different schedule mid pay period, ~~changes shift assignments mid pay period, the shift assignment in effect on the first day of the pay period shall govern the application of the~~ the 7-day or 14-day FLSA cycle does not change during the pay period.

E) Show up compensation and standby duty are not creditable as hours worked for purposes of determining overtime eligibility.

F) Overtime shall be paid in one-quarter (0.25) of an hour increments.

G) A Member who is required to work more than four continuous hours over his or her regularly scheduled shift will be compensated at double the Member's regular rate of pay. If a Member is called in to work on his or her regularly scheduled day off, and works more than four continuous hours over the amount of time he or she would normally be scheduled to work, the Member will be compensated at double the Member's regular rate of pay.

A Member will be compensated at double the Member's regular rate of pay after sixteen (16) hours of continuous service. Double time compensation shall continue until the Member is afforded an eight hour break from duty.

H) If unusual circumstances cause Sworn Member to work for a period of time such that the Sworn Member is unable to achieve sufficient rest before the start of a scheduled shift, the Chief or the Chief's designee is authorized to grant the Sworn Member up to 8 hours of administrative leave so that the Sworn Member receives sufficient rest before reporting to work. Leave will only be granted to make a Sworn Member whole for the shift and shall not count toward the overtime threshold nor be paid at the overtime rate. Sufficient rest is generally defined as 8 hours away from work.

I) Section 8.4 does not apply to Members attending the Police Academy for their initial officer training, beginning on the day of arrival at the Academy.

8.5 –Academy Provisions

A) Members attending the Basic Peace Officers Training Course are assigned to a 16-hour duty day for seven days per week.

B) All duty in excess of forty-three (43) hours per week will be paid at the academy overtime rate. The academy rate of pay is defined in 8.1(B) of this Article.

C) Police Officers entering the Police Academy for their initial Officer training shall be guaranteed the equivalent of their full base wage (80 hours x their regular rate of pay) for the pay period they enter the academy. Officers entering the academy shall be released from work without charge to their accrued personal or compensatory leave for the two days immediately prior to entering the academy.

D) Police Officers returning to regular service after completing the Police Academy shall be guaranteed the equivalent of their full base wage (80 hours x their regular rate of pay) for the pay period they return from the Academy. Officers returning from the academy shall be released from duty without charge to their accrued personal or compensatory leave for the two days immediately following their return from the Academy.

E) Police Officers entering or returning from the academy may be scheduled for shifts so that their regular days off (RDOs) fall immediately preceding their entry to the Academy or their return from the academy.

F) Notwithstanding the provisions above, the Chief of Police may require a Police Officer to report to work immediately preceding his or her assignment to the academy or immediately following his or her return from the academy if the Officer's presence is required due to an emergency situation.

8.6 – Pay on Promotion

Upon promotion, or moving to a different job classification with a higher starting wage than the current job classification, Members will be placed at a step in the higher pay range that is not less than the rate provided by a two-~~-~~step ~~advancement~~increase at the lower pay range.

When a Member is promoted within the job class series to Lead Dispatcher, Lead Community Service Officer, Records Supervisor, Evidence and Property Specialist or Police Sergeant, and the Member has completed at least half of the service time required at his or her current step, he or she will be placed at a step in the higher pay range that is not less than the rate provided by a three step advancement.

8.7 – Demotion Pay

See 10 PR 050 and 10 PR 055.

8.8 – Standby Premium Pay

A) When the Employer assigns a Member to standby duty, that Member shall be paid four dollars ($4.00) for each hour of standby duty. If called back, the Member will be paid at the appropriate overtime rate and standby pay will cease.

B) A Member is on standby if, during non-working hours, the Member is expected to monitor and respond to a telephone, an e-mail, or a text for the purpose of receiving a call to return to duty and the Member is required to report for duty if called within one hour of the call.

C) Standby duty is not credited to a Member for purposes of determining overtime eligibility.

8.9 – Call-Back Premium Pay

A) When a Member is called back to duty more than two (2) hours prior to the beginning of the Member's next scheduled duty, the minimum call back shall be for two (2) hours at one and one half times the Member's regular rate of pay.

B) When call back duty begins two hours or less prior to the Member's next scheduled duty, the Member will remain on duty and be paid at his or her overtime rate until the beginning of the scheduled duty.

C) Call back premium pay is not credited to a Member for purposes of determining overtime eligibility.

8.10 – Court Premium Pay

A Member who is scheduled for a work related reason to appear in court or to testify in a court proceeding or administrative hearing during the Member's non-regular duty hours shall be paid at one and one-half times the Member's regular rate of pay for all hours worked with a minimum payment of two (2) hours.

8.11 – Sixth and Seventh Day Premium Pay

A) A Member who works five (5) consecutive days of not less than eight (8) hours each day will be paid one and one half (1 1/2) times the Member's regular rate of pay for all work on the sixth consecutive day of work.

B) A Member who works six (6) consecutive days of not less than eight (8) hours each day will be paid one and one half (1 1/2) times the Member's regular rate of pay for all work on the seventh consecutive day of work.

C) All work on the eighth consecutive day will be considered as day one (1) and will be paid at the regular rate unless otherwise provided for within this Agreement.

D) Scheduled work on the sixth or seventh consecutive day will be for a minimum of two (2) hours duty and pay.

E) This section does not apply to Members while they are attending the Basic Peace Officer Training Course.

F) Members who request to work on a sixth or seventh day for their convenience, and gain supervisory approval, will be allowed to work if the member waives the sixth or seventh day premium. In no situation can a member waive overtime that is otherwise due under Article 8.4 (C) and (D).

8.12 – Field Training Officer and Communications Training Officer Differential Pays

A) A Police Officer assigned the duties of a field training officer shall be paid an additional 5% of base wage ~~two dollars ($2.00)~~ per hour in addition to the officer's regular rate of pay for each hour of the assignment.

B) A Public Safety Dispatcher assigned the duties of a communications training officer shall be paid an additional 5% of base wage ~~two dollars ($2.00)~~ per hour in addition to the dispatcher's regular rate of pay for each hour of the assignment.

C) ~~**C)**~~ A Community Service Officer assigned the duties of a Community Service Training Officer shall be paid an additional 5% of base wage ~~two dollars ($2.00)~~ per hour in addition to the Community Service Officer's rate of pay for each hour of the assignment.

~~**C)**~~**D)** If the Member has met the FLSA threshold, the differential in 8.12 shall be paid at the overtime rate of pay.

8.13 – In Charge Differential Pay

A) A Police Officer assigned to supervise a shift in the absence of a police sergeant and lieutenant shall be paid ~~one dollar and fifty cents ($1.50)~~an additional 5% of base wage per hour in addition to the Member's regular rate for each hour of the assignment.

B) A Public Safety Dispatcher assigned a majority of the duties of the Lead Public Safety Dispatcher because the incumbent is on leave or the position is vacant shall be paid an additional 5% of base wage ~~one dollar and fifty cents ($1.50)~~ per hour in addition to the Member's regular rate of pay for each hour of the assignment.

C) A Community Service Officer assigned a majority of the duties of the Lead Community Service Officer because the incumbent is on leave or the position is vacant shall be paid an additional 5% of base wage ~~one dollar and fifty cents ($1.50)~~ per hour in addition to the Member's regular rate of pay for each hour of the assignment.

D) Any other hourly member of the bargaining unit not covered in A – C of this article, who is temporarily assigned a majority of the duties of a higher level position because the incumbent of the higher level position is on leave or the position is vacant will be paid one dollar and fifty cents ($1.50) for each hour of the assignment.

~~**E)** When a Member receives an assignment to act in the absence of a higher level, salaried position for fifteen consecutive days or longer, the Member will be paid for such time worked, retroactive to the first day of assignment, as if promoted. Leave used or cashed out shall be paid at the Member's regular rate of pay.~~

~~**G)**~~**E)** ~~When a Member receives an assignment to temporarily fill a higher level vacant position paid on an hourly basis for fifteen days or longer, the Member will be paid for such time worked, retroactive to the first day of assignment, as if promoted. Leave used or cashed out shall be paid at the Member's regular rate of pay.~~If the Member has met the FLSA threshold, the differential in 8.13 shall be paid at the overtime rate of pay.

8.14 – Master Civilian Pay

A Civilian Member who qualifies as a ~~Master Sergeant/Police Officer or~~ Master Civilian by being enrolled in the Master program on June 30, 2019, and reapplying each consecutive year, will receive an additional lump sum payment according to the following schedule:

Level I: Total accumulation of 75 points = $45.00 per pay period
Level II: Total accumulation of 95 points = $60.00 per pay period
Level III: Total accumulation of 115 points = $70.00 per pay period

~~Members are eligible for Master pay on the basis provided above up to a total program cap of $30,000 per year. If the total amount to pay the Master would exceed $30,000 in one fiscal year, then the payments will be discontinued until the next fiscal year.~~

Criteria for qualifying for Civilian Master Pay will be developed by the employer and provided to the union in draft form for comment and discussion. Those Master Civilians who were qualified for Civilian Master pay on June 30, 2019 will lose eligibility if they leave the job classification they occupied on June 30, 2019.

8.15 Pay Enhancements

A) Base Wage Adjustment: Sworn Members who assigned to be members of the following specialty teams or unit shall receive the following pay enhancements above their base wage:
1. SWAT: 3%
2. EOD: 3%
3. CNT: 3%
4. JMART: 3%
5. Team Leader of SWAT, EOD, CNT, or JMART: an additional 2%

B) While Performing Duties: Sworn Members who are assigned the following temporary duties shall receive the following pay enhancements above their base wage during the time that the sworn Member is performing the duties:
1. FTO: 5% (see Article 8.12(A))
2. OIC: 5% (see Article 8.13(A))
3. DRE: 3%

C) Base wage adjustment pay enhancements under (A) of this section shall not exceed 3% per sworn Members, unless the sworn Member is the team leader, then the pay enhancement shall not exceed 5% per sworn Member. While performing duties pay enhancements under (B) of this section shall not exceed 5% per sworn Member.

~~A)~~D) Sworn Members shall be assigned in writing to the special teams or units and duty assignments in this section in a manner designated by the employer.

8.15 – Holiday Pay

A) Permanent, probationary and long term temporary Members are paid for each holiday in 20.3(H) provided the Member was on duty or paid leave the last regularly scheduled work day immediately preceding the holiday and the first regularly scheduled work day immediately following the holiday.

B) Holiday pay is equal to eight hours at the Member's base rate of pay. If the Member would have normally been scheduled for more than 8 hours, the Member shall use personal leave to make up the difference between the 8 hours of holiday pay and his or her regular work schedule.

C) Members who meet the eligibility requirement in subsection A and who have a regular work schedule of at least forty (40) hours per week and who are required to work on a holiday listed in 20.3(H) will receive eight (8) hours of personal leave credited to his or her leave account. ~~That leave will be placed into the Member's Personal Leave Account during the pay period in which the holiday occurs.~~If a member works less than a full day, the holiday credit will be equal to the number of hours worked up to a maximum of 8 hours.

D) If a holiday falls on a permanent/probationary or long term temporary member's day off, an alternate day within the week preceding or following the holiday as designated by the department director is the member's holiday. If circumstances in the department exist such that an alternative day is not available, the member may bank the holiday pay or have it paid out.

E) All regular hours worked on a shift that starts on a holiday shall be paid at one and one-half (1 1/2) times the Member's regular rate of pay. These hours shall be creditable to the 40-hour per week FLSA threshold for determining overtime eligibility.

F) Part time members whose work schedule is less than 37.5 hours shall receive holiday pay that is based on the average number of hours worked per week over the 10 weeks immediately preceding the pay period the holiday falls in. For the purposes of computing the amount of time per week, all hours credited to regular pay, personal leave, or holiday pay shall count. Time worked in overtime status, call back or show up pay shall not be included.~~A Member with a regular work schedule of less than forty (40) hours per week receives 0.2 of the regularly scheduled weekly hours as pay for each holiday.~~

G) Paid Reserve Officers and On-call Dispatchers are not eligible for Holiday Pay. However, if a Paid Reserve Officer or On-call Dispatcher works a holiday listed in 20.3(H), the member shall be compensated at the overtime rate of pay as define din 8.4(A).

8.16 – Payment of Overtime

A) All authorized overtime that is due and payable to a Member shall be paid as wages or as compensatory time. The preferred manner of payment shall be as wages.

B) When a Member requests to have overtime for work not on a holiday credited as compensatory time, the Police Chief or his designee will consider the Member's request. When it is found by the Police Chief that the crediting of compensatory time will not result in any increased personal service costs, a Member may be credited with compensatory time.

C) A Member's credited compensatory time may not exceed one hundred (100) hours at the beginning of any pay period. If a Member's earned overtime posted as compensatory time at the conclusion of a pay period would cause the balance to exceed one hundred (100) hours, all hours in excess of one hundred (100) shall be paid.

D) No compensatory time other than that earned during pay periods starting between November 21 and December 31 may remain credited to the account of a Member after December 31.

E) The Employer shall pay a Member at the Member's regular rate of pay for all time that is deducted from a Member's compensatory time account.

F) Compensatory time may be taken by giving prior notice to the Member's supervisor and when, at the supervisor's sole discretion, the absence will not be unduly disruptive to operations. Compensatory time may not be taken in the same pay period it is earned. In exigent circumstances, the Chief of Police or designee may allow a Member to take compensatory time in the pay period in which it is earned.

8.17 – Training Time

A Member shall be paid for training time that is scheduled and required by the Employer.

8.18 – Payday

A) All Members shall be paid on the regularly established payday. The Employer shall distribute paychecks each payday. When payday is a holiday, pay shall be on the last working day prior to the holiday.

B) If a Member's paycheck is not available on the designated payday, the Employer shall, at the request of the Member, issue an emergency check to meet the regular payday requirements.

8.19 – Examination of Pay Records

A) The authorized Association representatives have the right to examine all payroll records pertaining to Members. The Employer may require a prior appointment.

B) 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.

8.20 – Compensation for responding to telephone calls while off duty

A) When a Member receives a telephone call(s) during off-duty hours that is about any official matter, and the calls(s) lasts longer than five (5) minutes, the Member will be compensated for one half (1/2) hour, or the actual time spent on the telephone call, whichever is greater.

B) Multiple calls during the same one-half hour period will be considered as one call. The Member may receive one-half (1/2) hour compensation for up to three separate and distinct phone calls during an off-duty period. In no case will a Member be entitled to more than 1.5 hours compensation in a single off-duty period for answering telephone calls, unless more time was actually spent on the phone about an official matter.

C) If the work period overtime threshold has not been met, the compensation for these telephone calls will be paid at the regular rate of pay. If the work period overtime threshold has been met, the compensation for these telephone calls will be paid at the overtime rate of pay.

8.21 Shift Differential

Members who are paid on an hourly basis, who regularly work 37.5 hours or more, and whose work schedule includes the hours between 4:00 p.m. and 8:00 a.m. are eligible for shift differentials.

A) Members shall be paid an additional one dollar and fifty cents ($1.50) per hour for all hours worked between 4:01 p.m. and midnight.

B) Members shall be paid an additional two dollars and fifty cents ($2.50) per hour all hours worked between 12.01 a.m. and 8:00 a.m.

C) ~~**C)**~~ When a member requests an alternate schedule for his or her convenience, and the Employer agrees to the shift change, shift differential premiums may be waived upon mutual agreement. Requests to waive shift differential under these provisions will be made to the member's supervisor. Such requests will be documented and approved in writing by the first level supervisor outside of the bargaining unit.

~~**C)**~~**D)** If the Member has met the FLSA threshold, the differential in 8.21 shall be paid at the overtime rate of pay.

8.22 Canine Handlers

An officer assigned to canine duties will be provided with time for training and exercise during the officer's regularly scheduled shift. The officer will be compensated for six (6) hours per workweek for off-duty care including weekends, holidays, and leave days, provided the canine is in the officer's care.

8.23 Compensation for working a Grant/Billable Detail

The following conditions apply to a sworn member assigned to work grant and/or billable work details. The qualifying events/grants include Juneau Lions Club Gold Medal Basketball Tournament, State of Alaska "Click it or Ticket" seatbelt enforcement grant, and the USDA Forest Service patrol grant. The Chief may at his sole discretion add additional qualifying events/grants.

A) Actual hours worked during the events/grant assignments will be paid at 1.5 times the regular rate of the member's pay regardless of whether the member has met the FLSA threshold for the applicable period.
B) Hours worked during a grant/event detail listed above (paid at 1.5 times the regular rate of pay) shall not count towards meeting the FLSA threshold per Article 8.4D.
C) No member shall be eligible to work the event/grant detail on any day he or she uses personal leave to cover a regularly schedule shift.

8.24 Show-up Pay

A Member who is directed to scheduled work during the Member's non-regular duty hours shall be paid for a minimum of two (2) hours, at the appropriate rate of pay. A member may waive this provision upon mutual agreement with their supervisor.

Show-up pay does not apply to unscheduled holdover situations.

8.25 Longevity Bonus

A Sworn Officer may elect to enter into an agreement to receive a lump sum payment of $10,000 upon reaching four (4), eight (8), twelve (12) and sixteen (16) years of service as a Sworn Officer with the employer. Upon reaching the longevity milestone, the employee has one month to elect the longevity bonus and sign a written agreement on an employer provided form requiring pro-rated repayment according to the schedule set forth in this section if the employee voluntarily ends service in less than four (4) years. Any amount not repaid may be deducted from the employee's final paycheck or otherwise lawfully collected. The repayment schedule is as follows:

(a) 100% if service is less than 12 months;
(b) 75% if service is 12 months or greater but less than 24 months;
(c) 50% if service is 24 months or greater but less than 36 months
(d) 25% if service is 36 months or greater but less than 48 months.

If the employee does not sign a written agreement within one month of reaching the milestone, the opportunity to receive the longevity bonus for that milestone is no longer available. Once an employee earns a longevity bonus, they will no longer be available for the same milestone longevity bonus in the future.

8.26 Acting Status at a Higher Level

Acting status requires advance notice and authorization from the Chief or the Chief's designee prior to acting in a higher level.

A) When a Member receives such an assignment to act in the absence of a higher level, salaried position for fifteen consecutive days or longer, the Member will be paid for such time worked, retroactive to the first day of assignment, as if promoted. Leave used or cashed out shall be paid at the Member's regular rate of pay.

~~A)~~B) When a Member receives such an assignment to temporarily fill a higher level vacant position paid on an hourly basis for fifteen days or longer, the Member will be paid for such time worked, retroactive to the first day of assignment, as if promoted. Leave used or cashed out shall be paid at the Member's regular rate of pay

ARTICLE 9

UNIFORMS, PROPERTY, AND EQUIPMENT

9.1 – Providing Uniforms and Uniform Items

The Employer shall furnish any additional uniform items negotiated into this Article within 90 days of the signing of this agreement unless another date is herein specified. The Employer shall further furnish these items to new Members within 90 days of their date of appointment unless another date is herein specified.

9.2 – Uniforms and Uniform Items

A) The Employer shall provide the following uniform items:

ITEM	Police Officer/PRO	Community Service Officers	Civilian Investigator
Class A Shirt	1	1	
Class A Pant	1	1	
Class B Shirt	4	4	4
Class B Pant	3	3	3
Tie	1		
Class A Hat	1	1	
Coat	1	1	1
Coveralls	as needed	1	
Sam Browne Belt	1		
Belt, Uniform	1	1	
Gun Holster*	1*		
TASER Holster	1		
OC Spray Holster	1	1	1
Magazine Holder*	1*		
Handcuffs	2		
Cuff Case(s)	1 or 2		
Cuff Keys	1		
Baton with Holder	1		
Badge, Breast	1		1
Badge, Flat (at 2 yrs service)	1		
Badge, Hat	1		
Document Holder	1	1	
ID Card	1	1	
Name Tag	2	2	
Tie Bar or Tie Tack	1	1	
Citation Holder	1	1	
Handgun	1		
Magazine	3		
Soft Body Armor, Type III-A	1	1	1
Glove Pouch	1	1	1

*Gun holster and magazine holders will be replaced at the discretion of the Police Chief.

** The number of cuff cases provided depends on whether the Member elects to carry their second set of cuffs in a case of the external soft body armor carrier.

B) Items deemed damaged or worn out by the Member's supervisor shall be promptly replaced upon presentation by the Member of the equipment or clothing to Chief of Police or his or her designee.

C) Upon assignment to a unit where the detective uniform is authorized, and every year thereafter, the Member will be issued three detective uniforms in lieu of the Class B uniform issued to officers.

9.3 – Equipment Allowance

A) ~~Members~~ Sworn officers, CSOs, and civilian investigators required to maintain a uniform are paid an equipment allowance of fifty dollars ($50.00) per pay period. The equipment allowance will be included within the paycheck for the pay period. Paid Reserve Officers do not qualify for an equipment allowance.

B) Paid Reserve Officers will be reimbursed for uniform dry cleaning charges up to fifty dollars ($50.00) per pay period. To qualify for reimbursement, the Paid Reserve Officer must submit a receipt for uniform dry cleaning. The dry cleaning reimbursement will be included with the Paid Reserve Officer's paycheck following approval for payment.

9.4 – Personal Handgun

The Employer will provide sworn officers with a handgun, holster, magazine and magazine holder. When any sworn officer is issued a department-owned weapon and equipment, it shall be used exclusively while on duty. Handguns will be inspected by an armorer before re-issuance. A sworn ~~Member~~Member who opts to purchase their own approved primary weapon, will return their department issued service weapon. A secondary, personally owned, handgun may be carried on duty, in addition to the department issued handgun, if approved by the Chief of Police.

9.5 – Soft Body Armor

A) The Employer will provide each newly appointed sworn officer, ~~and~~ C~~.~~S~~.~~O~~.~~ and civilian investigator with well-fitting ballistic-resistant armor (vest) that meets National Institute of Justice (N.I.J.) Type III-A Classification Standards. The Employer will replace the armor with N.I.J. Type III-A armor every five years, or by N.I.J. recommendations, whichever comes first. The Employer retains ownership of the armor.

B) No Sworn Member, CSO, or Civilian Investigator~~Member~~ shall be required to perform work that requires soft body armor for safety purposes without having soft body armor that meets the conditions stated in A) above.

9.6 – Replacement and Cleaning of Non-Uniform Clothing

Nothing in this Article precludes the Employer from reimbursing a sworn ~~Member~~Member for cleaning costs or the replacement of non-department issued clothing soiled or damaged in the performance of assigned duties. Requests for reimbursement must be made within 30 days of the item being soiled or damaged.

9.7 – Wearing of Uniform

Uniform items provided by the Employer and items which identify the individual as a CBJ Employee shall be worn only with the permission of the Police Chief, in the performance of assigned job duties or when traveling directly from place of residence to work and traveling directly from work to place of residence.

9.8 – Employer’s Property

Tools, equipment and uniform 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 Member shall reimburse the Employer at replacement value for any tools, equipment or uniform items not returned to the Employer. Replacement value shall be determined by the following schedule:

Uniform and Equipment Depreciation Schedule

ITEM	100%	50%	0%
Class A Shirt	< 1 year	1-3 years	> 3 years
Class A Pant	< 1 year	1-3 years	> 3 years
Class B Shirt	<6 months	6-12 months	>12 months
Class B Pant	<6 months	6-12 months	>12 months
Tie	< 1 year	1-3 years	> 3 years
Class A Hat	< 2 years	2 – 5 years	> 5 years
Coat	< 2 years	2 – 5 years	> 5 years
Coveralls	< 2 years	2 – 5 years	> 5 years
Sam Browne Belt	< 3 years	3 – 7 years	> 7 years
Belt, Uniform	< 3 years	3 – 7 years	> 7 years
Gun Holster*	< 3 years	3 – 7 years	> 7 years
TASER Holster	< 3 years	3 – 7 years	> 7 years
OC Spray Holster	< 3 years	3 – 7 years	> 7 years
Magazine Holder*	< 3 years	3 – 7 years	> 7 years
Handcuffs	< 5 years	5 - 10 years	> 10 years
Cuff Case(s)	< 3 years	3 – 7 years	> 7 years
Cuff Keys	< 5 years	5 - 10 years	> 10 years
Baton with Holder	< 5 years	5 - 10 years	> 10 years
Badge, Breast	< 10 years	10 - 15 years	> 15 years
Badge, Flat (at 2 yrs service)	< 10 years	10 - 15 years	> 15 years
Badge, Hat	< 10 years	10 - 15 years	> 15 years
Document/ Citation Holders	< 5 years	5 - 10 years	> 10 years
ID Card	< 5 years	5 - 10 years	> 10 years
Name Tag	< 5 years	5 - 10 years	> 10 years
Tie Bar or Tie Tack	< 5 years	5 - 10 years	> 10 years
Handgun	< 10 years	10 - 15 years	> 15 years
Magazine	< 10 years	10 - 15 years	> 15 years
Soft Body Armor, Type III-A	< 2 years	2 – 5 years	> 5 years
Glove Pouch	< 2 years	2 – 5 years	> 5 years

9.9 – Member Purchased Items

The Chief of Police or designee will establish and maintain a list of approved additional or upgraded uniform items that Members may choose to purchase beyond what the Department issues. This list may include, but is not limited to, pants, shirts, coats, raincoats, rain pants, and hats for use while on duty. The Member will retain ownership of these items. Upon separation from the Department, the Member must return all department issued insignia to the Employer.

If a non-standard uniform or equipment item is not on the approved list it shall not be authorized for use.

9.10 Tasers

No Member shall be required to submit to electronic discharge from a TASER or similar device as a condition of being issued a TASER or similar device by the Employer.

ARTICLE 10

TRAINING AND ADVANCED EDUCATION

10.1 – Employer Assigns Training

The Employer shall determine when training is necessary and will make reasonable efforts to distribute training equitably among Members. The Employer will make reasonable efforts to avoid scheduling a Member for training which conflicts with the Member's scheduled and authorized personal leave.

10.2 – Training Expenses Paid by Employer

The Employer shall pay for registration, tuition, textbooks and other course fees and materials incurred when a Member attends approved training. The textbooks and materials remain the property of the Employer, unless otherwise authorized by the Chief.

10.3 – Specialized Duty and Unit Assignment Training

A Specialized Duty assignment is one requiring the Member to perform instruction functions, such as Instructor Development, including but not limited to: Less Lethal Training, Arrest Control Tactics, Field Training and Communications Training Officers, Firearms Instructor Training, TASER, and Verbal Judo.

A Specialized Unit assignment is designated as either full-time or collateral. "Full-time" means assignments to units such as Metro, Investigations, K9 Handler, or SRO. "Collateral" assignments include, but are not limited to, crisis negotiations, bomb squad, SWAT, Accident Reconstruction.

When a Member volunteers to participate in a Specialized Unit or Duty assignment, the Member will maintain involvement in that assignment for a minimum of three (3) years. After each recertification, the Member will maintain involvement in that assignment for a minimum of one (1) year after the recertification training.

Nothing in this section precludes management from assigning Members to specialized assignments. Management may remove members from participation in specialized assignments at any time. A member may request removal from special duty or unit assignment after meeting the three-year minimum commitment; the request for removal must be in writing. After such request, the removal must occur within one year, unless the removal would create an articulable burden to Department operations. If removal is delayed longer than one year, the hardship causing the delay must be explained to the member in writing.

10.4 – Repayment to Employer

Expenses incurred for ~~member requested~~ training and related travel under this Article shall be repaid to the Employer if the Member withdraws from a Specialized Duty or Unit assignment or separates from employment as a result of his or her own action in less than three years from the completion of the initial training or certification. In cases of extraordinary mitigating factors, the Chief may forgive some or all of the reimbursement. The following schedule shall apply:

A) For training costs which exceed $1,500, repayment shall be made on the following schedule:

1) 100 percent if separation or withdrawal from the assignment occurs before fifty-two (52) weeks from completion of the initial training or certification;

2) 50 percent if separation or withdrawal from the assignment occurs after fifty-two (52) weeks, but before one hundred four (104) weeks from completion of the initial training or certification;

3) 25 percent if separation or withdrawal from the assignment occurs after one hundred four (104) weeks, but before one hundred fifty-six (156) weeks from completion of the initial training or certification.

B) Prior to attending training requiring repayment, the Member must be provided with and sign a Reimbursement Agreement with the Employer outlining the costs of the training and the repayment responsibilities and schedule herein. Failure to obtain such an Agreement prior to attending the specialized training shall preclude the Employer from seeking reimbursement if the Member does not subsequently complete the training, special assignment or duty.

C) This Section does not apply:

1) to Members who did not volunteer for the assignment(s) described in this Article;

2) to Members who were involuntarily removed from the special assignment or duty by the Employer;

3) to Members who separated from employment through retirement or due to injury or illness; or

4) to subsequent training required for recertification.

10.5 – Employee Requested Training

This section applies when a Member requests funding to attend a course, seminar, workshop, correspondence course or other type of training that is not required by the Employer. Costs paid by the Employer may include registration, tuition or other course fees. The Member will pay for textbooks and other materials that remain the property of the Member. In order for the Employer to pay for the training, the Member must make written application and enter into a repayment agreement.

A) Written Application for Training.

1) To request training, a Member must submit a written application to the Member's supervisor. The Member must provide all information requested by the supervisor, but at minimum must submit:

a) a description of the training with an explanation of how the training will benefit the Member in his or her current position;

b) an estimate of the total cost for the training and the amount proposed for payment by the Employer; and obtain

c) the written concurrence of the Chief; and

d) the written authorization of the City Manager.

B) Member Agreement to Reimburse Employer.

Once preliminary permission is given in writing, the Member and the Chief must execute a written agreement on payment for the training prior to the beginning of the training and before the Employer will make any payment towards the training. Such agreement shall require that the Member repay the Employer for training costs and amounts advanced if:

1) the Member does not successfully complete the course with a grade of "C" or better, if the course is graded in the A – F System; and

2) the Member separates from employment as a result of the Member's own actions within three years from the completion of the training; however, repayment does not apply if the Member separated from employment through the retirement process or due to injury or illness.

10.6 – Collection of Payment

It is further agreed that the Employer shall have the right to deduct from the Member’s final paycheck any monies owing in accordance with the above schedule or to recover such monies by other legal means.

10.7 – Training for Paid Reserve Officers

The provisions of Article 10 do not apply to Paid Reserve Officers except as provided in this section. Paid Reserve Officers are required to maintain their training and certifications at a level that minimally qualifies them to hold a position as a Paid Reserve Officer. The Employer will cover the course costs and compensate Paid Reserve Officers to attend the following training: annual firearms, CPR/first aid, less lethal, defensive tactics, hazardous materials, biohazards, incident command system and training that is required to maintain APSC certification or is required by the Employer. Paid Reserve Officers are entitled to attend JPD sponsored training courses at no charge. Paid Reserve Officers shall not be compensated by JPD for attending discretionary training.

10.8 – Training for Reserve Public Safety Dispatchers

The provisions of Article 10 do not apply to Reserve Public Safety Dispatchers except as provided in this section. Reserve Public Safety Dispatchers must maintain in-service training requirements at all times including mandatory department training such as Emergency Medical Dispatch (EMD) and First Aid/CPR. The Employer will cover the course costs and compensate Reserve Public Safety Dispatchers to attend required trainings. Reserve Public Safety Dispatchers may attend other trainings on a voluntary basis.

ARTICLE 11

HEALTH INSURANCE AND EMPLOYEE WELLNESS

11.1 – Plan of Benefits and Employer Contribution

The employer shall provide a tiered benefits program for the provision of health insurance. Eligible employees shall 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, except that the employer shall cover the full premium contribution for the employee only economy plan.

(1) Effective July 1, 2019~~6~~, the employer's contribution rate shall be $1325~~1260~~.00 per month per full-time, eligible employee.

(2) Effective July 1, 2020~~17~~, the employer's contribution rate shall be ~~up to~~ $~~1260~~1390.00 per month per full-time, eligible employee.

(3) Effective July 1, 2021~~18~~, the employer's contribution rate shall be up to $1460~~1260~~.00 per month per full time, eligible employee.

(4) Eligible employees who work less than 37.5 hours per week shall be provided the option of participating in the group insurance plan by paying a prorated portion of the benefit cost.

(5) Employees who participate in the Healthy Rewards program will receive up to a $50.00 per pay period reduction in their health insurance premium contribution rate. Participation will be tracked on a yearly basis and the premium reduction will be effective the next plan year.

Employees will have a period of twelve months to complete wellness requirements in order to qualify for the Healthy Rewards Program. The participation period will run from July 1 through May 31 of any given year. The participation period is staggered from the plan year to allow employees to qualify for the upcoming Healthy Rewards premium offset by the time open enrollment for the next plan year begins.

11.2 – Continuation of Health Insurance

A) The Employer will pay its contribution towards health insurance for a Member covered by health insurance who is absent from work because of an on-the-job incident covered by Worker's Compensation under the following circumstances:

1) If the Member is a Police Officer, Sergeant, Community Service Officer, Civilian Investigator ~~or~~ Public Safety Dispatcher who has received a "line of duty" physical injury pursuant to 6.23(e), the Employer will pay its contribution for up to 52 weeks following the date of the incident.

2) For all other Members and for Police Officers, Sergeants, Community Service Officers, Civilian Investigators, and Public Safety Dispatchers who are on Leave Without Pay for reasons not covered by Subsection 1, when an Employee is on Leave Without Pay pursuant to the CBJ Family/Medical Leave Policy, the provisions of the CBJ Family/Medical Leave Policy apply.

B) When a Member is on Leave Without Pay for a reason not related to Family/Medical Leave, the Member shall reimburse the Employer through a payroll deduction for the cost of health insurance coverage for the period of Leave Without Pay.

C) This Article supersedes Personnel Rule 17 PR 015 (a) and (d).

11.3 – Cost Containment

The parties agree and affirm that they will work with each other to effectively contain health insurance costs through encouraging proper utilization of the program and continued support of the Wellness Program.

11.4 – Wellness Program Funding

In addition to the contribution listed in 11.3, the Employer shall pay the full cost of the Employee Wellness Program.

11.5 – Paid Reserve Officers and Reserve Public Safety Dispatchers

The provisions of Article 11 do not apply to Paid Reserve Officers or Reserve Public Safety Dispatchers.

11.6 – Benefit Levels

(A) The eligibility of the members and their dependents for coverage and the precise benefits to be provided shall be as set forth ~~in the three~~ a 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.

11.7 – 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.

11.8 – Health Benefits Evaluation Committee

The parties will participate in a city-wide Health Benefits Evaluation Committee, which will include one PSEA member. 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 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.

11.9 – Personnel Rules Replaced

This Article replaces 18 PR 027 of the Personnel Rules.

11.10 – Conversion to the Employer Sponsored Plan

Effective July 1, 2016, each eligible employee will be required to pay a pro-rated portion of the employee’s contribution rate for the health plan tier the employee elects. Effective with the pay period beginning on July 11, 2016, and thereafter, the employee shall pay the full bi-weekly employee portion for the health plan tier he or she elects. Such deductions shall occur on a pre-tax basis and be subject to change in accordance with the plan documentation.

ARTICLE 12

TRAVEL

12.1 – Travel Reimbursement

Except as otherwise modified by this agreement, a Member required to travel out of the CBJ for business purposes will be reimbursed in accordance with the CBJ Administrative Travel Policy in effect on the date of travel. The Police Chief may authorize a travel advance not to exceed the total estimated travel reimbursement.

12.2 – Travel

A) A Member who travels on Employer business shall be compensated for all time spent in travel status that would otherwise be the Member's regularly scheduled hours of work. If the Member travels on his or her regularly scheduled day off, and that travel is within the time period of the Member's regular duty hours, the Member shall be compensated for those hours at the appropriate rate of pay. Where practical, considering available travel times and transportation costs, the Employer will endeavor to take into account the member's preferred travel schedule and to schedule the Member to travel during his or her regular duty time.

1) "Travel Status" begins at the time the Member is required by the carrier to be present at the place of departure (i.e., airport, ferry terminal). If personal travel precedes travel for work purposes, travel status begins when the Member arrives at his or her destination, or at the training facility if reporting there prior to checking into his or her lodging. If personal leave follows the Member's work assignment, travel status ends from the hour the business or training concludes.

2) "Destination" is the location where the Member is lodged while in travel status.

B) A Member in travel status shall receive a meal allowance in accordance with the CBJ Travel policy in effect upon the signing of this agreement. A Member who travels during part of any day shall receive the meal payment that falls within the time-frame of travel.

C) The Employer shall make reasonable efforts within the policy guidelines, to provide a cash advance to cover a Member's costs of travel on Employer business at least one business day before departure. A Member shall be allowed to take work time to deposit the advance in his or her personal bank account if the advance is received less than two business days before departure.

D) When a Member travels for training, and the costs are covered by a third party organization which will not reimburse the CBJ directly, the following rules shall apply.

1) The Member is subject to the terms and conditions of the third party organization as it relates to travel reimbursement and per diem.

2) If the Member is required by the third party to pay for transportation and/or course fees out of pocket prior to travel and/or training, the CBJ will provide a travel advance to the Member for the cost of the transportation and/or course fees. The Member will be required to submit a repayment agreement for the full cost of the travel advance. The Member must reimburse the CBJ the full amount of the travel advance within 2 business days of receiving the reimbursement from the third party. If the Member does not seek to reimburse the CBJ within 90 days from the date the Member returns from travel, the CBJ will deduct the full amount of the travel advance from the Member's paycheck unless the Member can provide documented proof that he or she has not yet been reimbursed by the third party organization.

3) When a Member combines personal travel with business travel, the CBJ will not provide a travel advance.

4) If the Employer directs the Member to attend training that is sponsored by a third party organization, the Employer will provide a travel advance to the Member in accordance with the guidelines established in 12.1.

ARTICLE 13

RETIREMENT

The Employer will not seek to modify the existing Public Employees Retirement System Participation Agreement between the City and Borough of Juneau and the State of Alaska in any manner which removes Members represented by PSEA from retirement coverage under the Public Employees Retirement System.

ARTICLE 14

SAFETY

14.1 – Mutual Concern

Effective safety practices are a concern of Members, Association Representatives and management personnel. As such, the parties to this Agreement are committed to the rapid and effective correction of any unsafe conditions which may arise during the duration of this Agreement.

14.2 – Safety Committee

There is established a Safety Committee composed of two representatives of the bargaining unit and two representatives of the Employer. The Committee shall review all minutes of safety meetings conducted under this Article and monitor progress on abatement of safety concerns. This Committee shall submit reports to the Police Chief on the status of safety issues.

14.3 – Safety Meetings

The Employer or Union shall have the right to call a meeting of the Safety Committee and when doing so, shall provide a tentative list of topics. The Committee shall meet upon reasonable notice. Members shall not suffer a loss in pay or working hours for attending safety meetings. The Association Representative shall be given the opportunity to participate in safety meetings.

14.4 – Equipment and Work Areas

Safety and equipment standards shall be in conformance with applicable state and federal laws and regulations, City and Borough of Juneau regulations and this Agreement.

14.5 – Instructions for On-The-Job Injury

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

14.6 – Procedures for On-The-Job Injury

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

B) The Employer shall provide for all emergency transportation necessary to transport a Member injured on the job to the nearest medical facility.

C) A Member 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 he or she is physically able to do so.

D) Injured Members shall be required to return to work as soon as they are able to perform their regular duties or other duties as the Employer may assign. The Member may 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 will preclude a Member from pursuing other appropriate action as provided in this Agreement.

14.7 – Correcting Unsafe Conditions

A) All unsafe equipment or tools (which the Member cannot correct) shall be immediately reported by the Member to the immediate supervisor.

B) When the supervisor confirms the existence of unsafe equipment or tools that cannot be immediately corrected or replaced, the supervisor shall reassign the Member to duties which do not require the use of the unsafe equipment or tools.

C) The supervisor shall immediately inform the Police Chief in the event of a disagreement about the existence of unsafe equipment or tools.

D) The decision of the Police Chief shall be the final determination on any disagreement as to the existence of unsafe equipment or tools.

E) The Employer may require Members to submit written reports on unsafe equipment or tools that affect their assigned duties.

F) The allegation of unsafe equipment or tools shall not be a pretext to avoid assigned duties.

ARTICLE 15

EMPLOYEE RECORDS

15.1 – Location

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.

15.2 – Access

Any information contained within a Member'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/Borough. Access to the file by anyone outside of the City/Borough shall be in accordance with applicable state and federal laws, or as ordered by a court of competent jurisdiction.

15.3 – Employee Access

An Employee shall have access to his or her personnel file and to all information contained within that file. 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.

15.4 – Association Access

In the performance of its role as exclusive representative, the Association and its representatives shall have access to Members' Personnel files.

15.5 – Employee Notice

When the Employer receives a request for review of Member records from a governmental agency or an order for inspection from a court or agency of competent jurisdiction, the Human Resources Office shall make a reasonable attempt to notify the relevant Member of the pending request or order.

15.6 – Records Maintenance

Upon written request to the Chief of Police or his or her designee, Letters of Reprimand may be purged from the Member's file 2 years after the date of the discipline provided no further instances of similar misconduct occur. Should the request to purge the letter be denied, the Chief of Police or designee shall provide an explanation in writing. Lesser instances of written discipline shall be purged one year after issuance or at the Member's next evaluation, whichever occurs first.

ARTICLE 16

GRIEVANCE PROCEDURE

16.1 – Exclusive Remedy

This procedure shall be the sole and exclusive means of settling disputes and disagreements between the parties.

16.2 – Grievance Defined

A) A "grievance" is any disagreement or dispute between the Employer and the Association regarding the application of this Agreement.

B) This procedure shall not be available to probationary Employees in order to appeal a disciplinary action or separation.

C) A letter of reprimand given to a Member is not subject to the grievance procedures under this Article. However, a Member may submit a rebuttal memorandum to a letter of reprimand, which shall be attached to it when it is placed in the Member's personnel file.

16.3 – General Procedures

A) All grievances shall contain the following information:

1) the name and job classification of the grievant or grievants;

2) the date of the alleged action or omission which lead to the grievance;

3) a concise statement of the facts and arguments supporting the grievance;

4) a list of those articles and sections of the collective bargaining agreement which are alleged to have been violated; and

5) the remedy sought.

B) Should the Employer not comply with the time limits specified in this Article, the Association may immediately refer the grievance to the next higher step. Failure of the Association to comply with the time limits will result in the waiver of this grievance.

C) Grievances filed by the Employer shall be filed with the Business Manager.

D) "Days", as used within this Article, is defined as calendar days.

E) The time limits herein stated may be extended by written mutual agreement of the parties.

F) "Class action grievance" shall be defined as a grievance affecting more than one Association Member. Class action grievances shall be filed at Step 2.

G) Grievances involving a suspension, demotion or dismissal shall be filed at Step 2.

16.4 – Grievance Procedural Steps

The parties shall first attempt to resolve their disputes informally. If this method is unsuccessful, the following steps shall be followed in processing grievances:

A) Step 1

1) A grievance shall be initiated by the Association submitting the grievance in writing to the grievant's first level of supervision outside the bargaining unit within twenty-one (21) days of the disputed action or inaction, or the date the member knew or should have known of the action or inaction, which ever is later.

2) The supervisor shall discuss the grievance with the grievant and his or her Association Representative and provide a written response within fourteen (14) days.

B) Step 2

1) If resolution is not reached at Step 1, the grievance may be submitted to the Chief of Police within fourteen (14) days of the supervisor's response or the date the response was due, whichever is earlier.

2) Within fourteen (14) days the Chief shall meet with the grievant and his or her Association Representative to discuss the grievance and shall provide a written response within fourteen (14) days of the meeting.

C) Step 3

1) If resolution is not reached at Step 2 the grievance may be submitted to the City Manager within fourteen (14) days of the Chief's response, or the date the response was due, whichever is earlier.

2) Within fourteen (14) days the City Manager shall provide a written response.

D) Step 4

1) If resolution is not reached at Step 3, the grievance may be submitted to arbitration in the following manner: Within twenty-one (21) days of the Association's receipt of the City Manager's response at Step 3 or the date the response was due, whichever is earlier, the Association shall deliver to the City Manager a written demand for arbitration. Within seven (7) days, the Association and the Human Resources Director shall meet in an effort to select an arbitrator. If an arbitrator has not been agreed upon within seven (7) days thereafter, the parties shall jointly contact the United States Federal Mediation and Conciliation Services (USFMCS) or the American Arbitration Association (AAA) to request the names of 11 qualified arbitrators. If the parties cannot mutually agree which list to request, the issue will be resolved by flipping a coin. Within fourteen (14) days of receipt of a list of arbitrators, the parties shall then proceed alternately to strike names from the list until one name remains and that person shall become the arbitrator.

2) 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.

3) The arbitrator will hear only matters regarding the application 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 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. The arbitrator shall be requested to provide the parties with written findings of fact and conclusions of law, if any, and the complete rationale for any award within 30 days of the hearing. The decision of the arbitrator shall be final and binding upon the parties.

4) Each party shall bear its own expenses associated with the arbitration. The arbitrator shall assign his or her fees and expenses to the losing party (i.e.: either to the Association or to the Employer), and if there is no losing party, the fees and expenses shall be borne equally between the parties.

16.5 – Elevated Grievance Filing

With the written mutual consent of the parties, a grievance may be filed at a higher step if the recipient of the grievance does not have the power or authority to grant the relief requested.

ARTICLE 17

EMPLOYEE RIGHTS AND RESPONSIBILITIES

17.1 – Internal Affairs Investigation Policy

A) The Internal Affairs Investigation policy is the procedure used by the department to investigate complaints about Employees and is part of the JPD Regulations and Operations Manual. The Police Chief will give serious consideration to recommendations, comments and suggestions by the Association concerning modifications to the Internal Affairs Investigation policy.

B) The department will make every effort to complete Internal Affairs Investigations within 90 days of the date of case initiation. Should an Internal Affairs Investigation take longer than 90 days, the Employee under investigation shall be notified in writing of the reasons for the delay and provided with an estimated time of completion.

C) This Article does not compromise or in any way inhibit the Police Chief's authority to add to, delete from or otherwise amend the JPD Regulations and Operations Manual.

D) The following rights shall be preserved in the Internal Affairs Investigation policy:

1) Employees are entitled to a prompt notice of investigations into complaints concerning them unless doing so would interfere with a criminal investigation. The notice shall contain a synopsis of the complaint; which shall identify the complainant unless there is reasonable cause not to, and department employees who are involved in conducting the investigation. The notice shall provide sufficient detail for the employee to understand the focus of the investigation.

2) If, during the course of the investigation, additional areas of potential misconduct arise that expand the scope of the initial investigation, the employee shall be notified in writing of the new or revised allegations unless doing so would interfere with a criminal investigation. The Chief, at his or her discretion, may include the additional allegations in the current IA investigation, or open a new IA investigation. If the Association is involved in representing the Member under investigation, the Chief or designee will notify the Association of the expanded scope of allegations.

3) Members are entitled to be represented by the Association at interviews and pre-disciplinary conferences. Except in exigent circumstances, the Member will have up to three (3) days to arrange Association representation.

4) Questions asked during the interview of the Member subject to the IA shall be confined to those matters related to the notice provided by the investigating officer.

5) Interviews with Members during the course of an Internal Affairs Investigation shall be recorded. An Association representative may ask questions of the subject Member at the conclusion of the interview.

6) Members are entitled to receive copies of recordings of interviews and investigation reports in a timely manner prior to the pre-disciplinary conference.

7) Internal Affairs Investigation files are confidential records maintained by the Chief of Police.

8) Members are presumed innocent of misconduct allegations until evidence establishes proof of guilt.

9) No materials or reports involving an allegation shall be entered into a Member's CBJ Personnel file when the investigation has exonerated the Member or the allegations have been determined to be unfounded or not sustained.

10) The Member and/or the Association (with the Member's written approval) may review a completed Internal Affairs Investigation file by submitting a written request to the Chief of Police.

11) Should the investigation result in a recommendation of discipline, the Member and/or the Association (with the Member's written approval) shall be provided with the entire contents of the completed Internal Affairs Investigation file prior to a pre-disciplinary conference or final disposition interview with the Chief of Police or his or her designee;

12) Disciplinary action shall be taken for cause, except in the case of the dismissal of a probationary Employee.

13) This section is not intended to remove any rights guaranteed by law.

17.2 – Non Uniformed Dress

Members not required to wear a uniform must wear clothing that is clean, neat, in good repair, and presents a business-like appearance. The Chief or designee retains the right to provide further policy detail regarding the interpretation of this provision; however, the Chief or designee will not change the current Dress Policy without an opportunity to meet and confer with the union about the changes.

~~**17.3 – Employee Discipline**~~

~~See 13 PR 007.~~

~~**17.4 – Political Activity**~~

~~See 16 PR 005.~~

~~17.5 – Employment Advantage~~

~~See 16 PR 010.~~

~~17.6 – Political Contributions~~

~~See 16 PR 015.~~

~~17.7 – Political Endorsements~~

~~See 16 PR 020.~~

~~17.8 – Nomination and Candidacy~~

~~See 16 PR 025.~~

~~17.9 – Other Employment~~

~~See 16 PR 030.~~

~~17.10 – Fair Opportunity~~

~~See 16 PR 045.~~

17.11 – Probation

See 6 PR.

For the purposes of 6 PR 010 Duration, the parties recognize that Public Safety Dispatchers shall serve a one year probationary period.

17.12 – Employee Evaluation

A) ~~Basis~~

~~See 8 PR 005.~~

~~B)~~ ~~Frequency & Standards~~

~~See 8 PR 010.~~

~~C)~~ ~~Discussion~~

~~See 8 PR 015.~~

~~D)~~ ~~Rebuttal~~

~~See 8 PR 020.~~

~~**E)** Employee Denied Merit Increase~~

~~See 10 PR 085.~~

~~**F)** Anniversary Date When Merit Increase Denied~~

~~See 10 PR 085~~

~~**G)**~~ A Member may challenge an evaluation by filing a rebuttal. A rebuttal may be filed within 20 days of the date of the evaluation is finalized. An evaluation is finalized when the Chief of Police signs the evaluation, and the Member receives his or her copy. The Human Resources Director may, at his or her discretion, extend the time frames for the rebuttal. The rebuttal shall be attached to the evaluation as a permanent part of the employee’s record.

17.13 – Medical Examination

No Member shall be required to submit to any medical or psychological examination unless the Employer has notified the Member that there is sufficient cause to support such an examination.

17.14 – Layoff/Recall

A) General Provisions

1) The Chief of Police, upon approval of the City Manager or his or her designee, may lay off a permanent or probationary employee by reason of abolition of position, shortage of work or funds, or other reasons outside the employee’s control. A layoff does not reflect discredit on the service of the employee.

2) No permanent or probationary employee shall be laid off while there are emergency or temporary employees serving in the same classification.

3) Probationary employees will be laid off prior to permanent employees. An employee who is probationary as the result of a promotion or change in occupation and who held permanent status in the previous classification retains rights as a permanent employee in the previous classification when there has been no break in service.

4) No Member shall be laid off because a non Member wishes to return to a bargaining unit position.

B) Order of Layoff

Order of layoff is by job classification. Once the Employer identifies the position it intends to vacate through layoff, the following procedure shall apply:

1) The Member with the least bargaining unit seniority in the job classification to be vacated shall be identified. If there is a lower job classification in the series, the Member may choose to displace a Member in the lower job classification, provided that the Member in the higher job classification has more seniority than the Member in the next lower classification.

2) If the Member with the least bargaining unit seniority in the job classification to be vacated is probationary in that job classification, he or she may choose to displace an employee in the job classification in which he or she formerly held permanent status, provided that the probationary Member has more bargaining unit seniority than the Member who would otherwise be displaced, and provided that the position where the Member formerly held permanent status is in the bargaining unit.

3) The Member shall have five (5) working days from the date he or she receives the lay-of notice and a lay-off list of all positions in the classification seniority group in which to exercise an election. Each Member displaced by this procedure shall, in turn, have the right to use this procedure.

4) Job Classification series is defined as follows:

a) Sergeant
Police Officer

b) Lead Dispatcher
Dispatcher

c) Community Service Officer Supervisor
Community Service Officer

d) Property and Evidence Specialist
Evidence Technician

5) If a part-time position is eliminated, the member occupying the part-time position shall be given the opportunity to bump into a full time position provided that the employee occupying the part-time position has greater bargaining unit seniority than the member occupying the full time position.

6) Job classifications that exist in multiple departments shall be subject to the reduction in force language contained in the CBJ Personnel Rules.

C) Methodology

The following procedures shall govern the process of selecting Members for layoff:

1) Lay-offs shall be made in inverse order of bargaining unit seniority within the affected classification~~, except as provided in 17.6(C)(4).~~.

2) Bargaining unit seniority is determined by the provisions of Article 18.1

3) If two or more Members have identical bargaining unit seniority, the order of layoff shall be determined by the following:

a) The employee who has the most seniority in the classification.

b) The employee who has the most favorable overall performance rating score as determined by 14 PR 025 (d).

c) A veteran shall be given preference over a non veteran. Veteran is defined as an individual who has been honorably discharged from military service.

d) In any case that cannot be determined by the application of veteran's preference, layoff will be determined by lot.

4) JPDEA Chapter Officers (President, Vice President and Secretary/Treasurer) shall be considered to have the most bargaining unit seniority in the bargaining unit during the tenure of their offices.

D) Rights of Laid Off Employees

1) Notification. A Member shall receive a minimum of thirty (30) days written notice of a lay off or proposed layoff. All Members on the lay-off list, from which the laid off Member may exercise his or her displacement rights, shall receive notice of the lay-off, its effective date and the possibility of being displaced. The Member laid off through the displacement process shall receive notice in advance of the potential lay-off and at least ten (10) working days written notice in advance of the effective date of the actual lay-off.

2) At the time of layoff, the Member will receive payment for all personal leave.

3) No temporary or seasonal Members shall be hired while bargaining unit Members are in layoff status unless the laid off bargaining unit Member is first offered the work and does not accept. A laid off Member may reject a temporary or seasonal position without losing lay-off recall rights. Notice to the laid off Member shall include the estimated duration of the temporary or seasonal position.

4) Upon layoff, the laid off Member shall be placed on the layoff list for the job classification series from which the Member was laid off, and for the bargaining unit. Recall rights exist for two (2) years from the effective date of the layoff.

5) The job classification series layoff list shall be ranked in inverse order of layoff. Any vacant position that the Employer elects to fill in the job classification series shall be offered to the first Member on the job classification series layoff list, provided however, that a Member may not be recalled to a higher classification than he or she previously held.

6) To be reappointed a Member on layoff status must meet the licensing and certification required for the other incumbents in the classification.

7) The Human Resources Director will mail copies of all job announcements directly to the Member while the Member is on layoff status unless the Member notifies the Human Resources Director to the contrary.

8) A Member on layoff status may apply for any position as a current Member. Applicants on layoff status will receive particular consideration. The Human Resources Director shall require written justification to fill a vacant position within the bargaining unit with someone other than a Member on layoff status from a position within the bargaining unit.

9) A Member on layoff status may, without forfeiting layoff rights, accept any position outside the bargaining unit, or any position within the bargaining unit.

10) When a Member on layoff status is appointed to a permanent position in the Member's former job classification, the Member will resume employment with the same status, range and step held at the time of layoff.

11) When a Member on layoff status is offered appointment to a closely related classification the department director and the Human Resources Director shall determine the Member's status. The department director shall inform the Member of the proposed status prior to the appointment becoming effective.

12) When a Member on layoff status accepts an appointment to an unrelated job classification, a probationary period must be served.

13) When a Member on layoff status is appointed to a permanent position, the period of layoff will be recorded as leave without pay.

E) Employee Obligations

1) When a Member on layoff status refuses or fails to respond to a written offer of appointment to the Member's former classification within 10 days, layoff status is ended and the employee will be separated in good standing.

2) When a Member on layoff status fails to respond within 10 days to a written inquiry relating to availability for appointment, layoff status is ended and the Member will be separated in good standing.

17.15 - Cell Phone Use

16 PR 105 shall apply to Members of this bargaining unit except that department issued cell phones may be used to conduct normal police business.

17.16 – Elections

The Employer shall provide reasonable and necessary time for members to vote in municipal, state, and federal elections when the member is unable to vote outside of working hours.

Uniformed Members may vote in municipal, state, and federal elections while in uniform on their way to and from work or during their paid lunch breaks.

ARTICLE 18

SENIORITY

18.1 – Bargaining Unit Seniority

A) The Member having the longest term of unbroken service in the Job Classification Series as defined in 17.14 shall be number one on the seniority list within the applicable job classification series. All other Members shall be listed in descending order.

B) Should it become necessary to break identical bargaining unit seniority ties within a job classification, that Member with the longest permanent/probationary service with the City and Borough of Juneau shall be ranked first. If a tie still exists after considering total CBJ service, seniority will be determined by lot.

C) Bargaining Unit seniority will be based on Job Classification Series as defined in 17.14, B 4.

D) Bargaining unit service shall be prorated for periods of part-time employment.

E) When Members who are not classified as Call Takers, Dispatchers, or Lead Dispatchers are temporarily assigned to work in the Communications Center, seniority shall be determined by the Member with the longest term of unbroken service with the JPDEA bargaining unit.

18.2 – Impact of Seniority

Bargaining unit seniority has no impact except as provided in this Agreement.

18.3 – 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.

18.4 – Retention of Seniority

A Member promoted or assigned to a position outside those job classifications represented by the Association who remains within the police 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 Member's one (1) year period of absence.

18.5 – 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 Members to work schedules.

B) The Employer affirms that they will give consideration to bargaining unit seniority in assigning Members to work schedules to the extent that seniority will normally be the determining factor when it does not adversely affect service to the community or the good of the police department.

C) Bargaining unit seniority shall be applied in matter of reduction in force. See Article 17.14.

D) Bargaining unit seniority shall be principally applied in annual leave selection procedures and assignment of overtime. Annual leave selection shall progress by job classification starting with the highest ranking job classifications.

18.6 – Paid Reserve Officers

The provisions of Article 18 do not apply to Paid Reserve Officers except that if more than one Paid Reserve Officer requests a work assignment, it will be assigned to the member with the earliest appointment date as a Paid Reserve Officer.

18.7 –Reserve Public Safety Dispatchers

The provisions of Article 18 do not apply to Reserve Public Safety Dispatchers except that if more than one Reserve Public Safety Dispatcher requests a work assignment, it will be assigned to the member with the earliest appointment date as an Reserve Public Safety Dispatcher.

ARTICLE 19

PERSONNEL RULES

19.1 – Application

Those Personnel Rules within the scope of bargainable issues not herein amended, which were in affect on date of signing, shall continue in full force and effect for the duration of this Agreement, and shall apply to this Agreement.

Those Personnel Rules not within the scope of bargainable issues may be changed during the course of this agreement at management's sole discretion.

A chart summarizing the applicability of the Personnel Rules to this Agreement is attached to this Agreement as Appendix "B" and incorporated herein by this reference.

19.2 – Letter of Agreement

A) 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. The parties agree to negotiate the signing of such a Letter of Agreement within 20 business days of a change to the Personnel Rules.

B) When anticipating modifications to the Personnel Rules, which could affect classifications represented under this Agreement, the City shall notify the Association of the proposed changes prior to presentation to the Assembly.

19.3 – Addendum

Personnel Rules referenced in this Agreement shall be included in the Agreement as an attachment. Members should be cognizant that other Personnel Rules may apply.

ARTICLE 20

INTERPRETATIONS AND DEFINITIONS

20.1 – Tense and Number

As used in this Agreement:

A) words in the present tense include the past and future tenses and words in the future tense include the present tense; and

B) words in the singular number include the plural and words in the plural number include the singular.

20.2 – Words and Terms

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

20.3 – Definitions

As used within this Agreement:

A) "Association" means the Public Safety Employees Association.

B) “Bargaining unit" means those positions and the Employees occupying the positions that are within the Juneau Police Department and certified by the Juneau Personnel Board as being within the unit and those modifications to the group agreed to by the Association and the Employer or ordered by the Juneau Personnel Board.

C) “Classification specification” means a written statement including a title, description of duties, responsibilities and minimum qualifications. The duties and responsibilities included in classification specifications are guidelines and are not inclusive of all duties and responsibilities in positions allocated to a particular job classification.

D) “Day(s)” means calendar days, exclusive of holidays.

E) “Department director” means the Police Chief.

F) “Employee” means a person paid a wage by the City and Borough of Juneau who holds a permanent, probationary or long term temporary appointment to a position that is within the bargaining unit.

G) “Employer” means the City and Borough of Juneau, Alaska.

H) “Holiday” means:

1) the first of January known, as New Year’s Day;
2) the third Monday in January, known as Martin Luther King Jr.’s birthday;
3) the third Monday in February, known as Presidents’ Day;
4) the last Monday in March, known as Seward’s Day;
5) the last Monday in May, known as Memorial Day;
6) the fourth of July, known as Independence Day;
7) the first Monday in September, known as Labor Day;
8) the 18th of October, known as Alaska Day;
9) the 11th of November, known as Veterans’ Day;
10) the fourth Thursday in November, known a Thanksgiving;
11) the day after Thanksgiving;
12) the 25th of December, known as Christmas; and
13) every day designated a holiday by proclamation or resolution by the Assembly of the City and Borough of Juneau.

I) “Manager” means the manager or acting manager of the City and Borough of Juneau as provided by CBJ Chapter 03.05.

J) “Member” means a person paid a wage by the City and Borough of Juneau who holds a permanent, probationary or a long term temporary appointment to a position that is within the bargaining unit.

K) “Paid Reserve Officer” means an employee who is employed as a Part Time Limited employee.

L) “Personnel file” means those documents, reports and evaluations written or otherwise recorded pertaining to an Employee’s job performance and fitness for duty as maintained by the Chief of Police or Human Resources Director.

~~**M)** "Travel status" means that time beginning when an Employee leaves the jurisdiction of the Juneau Police Department while on duty and ending when the Employee returns to the jurisdiction of the Juneau Police Department. However, a trip that begins at the Employee's normal place of work and ends at the Employee's normal place of work in the same workday does not qualify as travel status.~~

M~~N~~) "Union" means the Public Safety Employees Association.

ARTICLE 21

PRINTING OF AGREEMENT

Within ninety (90) days after the final ratification of this Agreement, the parties agree that an Employer representative and an Association representative will meet and agree on the format, size and specifications of the Agreement to be printed. The Employer shall be responsible for the printing 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.

The Employer will provide to the Association a finalized electronic version of the Agreement including the complete Personnel Rules in effect at the time of the signing of the Agreement (in Microsoft Word format).

ARTICLE 22

AVAILABILITY OF PARTIES TO EACH OTHER

The parties agree that representatives of the Association and the Employer shall meet at reasonable times for discussions of this Agreement, its interpretations, continuation or modification and other matters of mutual concern. Both parties agree that an obligation exists to meet expeditiously and in good faith.

ARTICLE 23

SUBORDINATION AND SAVING OF AGREEMENT

23.1 – Subordination

The Employer and the Association 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 Association 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

Upon request, 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 Association. The parties acknowledge that they have fully bargained on all subjects not removed by law and have settled them for the duration of this Agreement. This Agreement terminates all prior agreements, written and oral understandings, and concludes all collective bargaining for the duration of this Agreement.

The Employer shall obtain the approval of the Association in the form of a Letter of Agreement prior to enacting any change in the terms and conditions of employment as established by a specific provision of this Agreement.

ARTICLE 25

DURATION OF AGREEMENT

25.1 – Effective Dates

This Agreement shall become effective~~ upon signing or,~~ on July 1, 2019~~6~~, ~~whichever comes later,~~ and shall remain in effect through June 30, 2022~~19~~. This Agreement may be extended by written agreement between the Association and the Employer.

~~Either party may request to reopen the provisions of Articles 6 (Leave), 8 (Pay Rates), and 11 (Health Insurance) for the purposes of an economic reopener. Notice of the intent to open must be made by November 15, 2017~~

25.2 – Renewal

A) Either party desiring to negotiate a successor Agreement shall notify the other party of those intentions between September 1, 2021~~18~~ and September 15, 2021~~18~~.

B) On the first day of bargaining, each party will submit specific negotiation proposals that shall be addressed in negotiations, in writing to the other party. No other proposals can be unilaterally submitted.

C) The ground rules agreed upon in negotiations will govern the bargaining unless the parties agree to amend the ground rules. Proposed amendments to the ground rules must be included in the exchange of contract proposals.

25.4 – Other Modifications

Nothing herein precludes the termination, modification or amendment of this Agreement at any time by the written mutual consent of the parties.

This Agreement is executed this 23rd day of May, 2016 by the duly authorized agents and representatives of the parties hereto at Juneau, Alaska.

PUBLIC SAFETY EMPLOYEES ASSOCIATION

Signature on file
~~Jake Metcalfe~~Charisse Millett
~~Executive Director~~Business Agent

THE CITY AND BOROUGH OF JUNEAU, ALASKA

Signature on file
Duncan Rorie Watt
City Manager

THE CITY AND BOROUGH OF JUNEAU, ALASKA
NEGOTIATING TEAM

Signature on file
Dallas Hargrave
Human Resources Director
Chiefspokesperson

Signature on file
~~Bryce Johnson~~Ed Mercer
Chief of Police

Signature on file
~~Ed Mercer~~David Campbell
Deputy Police Chief

Signature on file
Shannon McCain~~Ely~~
Negotiator/Note taker

~~*Signature on file*~~
~~Erann Kalwara~~
~~Negotiator~~

Signature on file
Jessica Paskowski~~Beck~~
Negotiator

PUBLIC SAFETY EMPLOYEES ASSOCIATION, INC.
NEGOTIATING TEAM

Signature on file
~~Jeff Brink~~Sterling Salisbury
DuBois
President

Signature on file
~~Sterling Salisbury~~Matt
Vice-President

Signature on file
~~Kelly Magee~~
~~Secretary-Treasurer~~

Signature on file
~~Tonya Kurtz~~
~~Negotiator/Note taker~~

Signature on file
~~Meagan Carmichael~~

~~General Counsel/Chief Spokesperson~~

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 to 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"

CHART ON APPLICABILITY OF PERSONNEL RULES
(the chart will be updated by the parties if needed)

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	
Rule 2	**Recruitment**	Entire Rule applies	
Rule 3	**Examination**	Entire Rule applies	
Rule 4	**Selection**	Entire Rule applies	
Rule 5	**Appointments**	Entire Rules applies with the exception of 5 PR 015(a) and (d), 5 PR 021 and 5 PR 045	
Rule 6	**Probationary Periods**	Entire Rule applies+	17.11
Rule 7	**Hours of Work & Holidays**		
7 PR 005	**Scheduling Hours of Work**	Applies	18.5(A)
7 PR 010	Minimum Work Week	Applies	18.5(A)
7 PR 015	Normal Work Week	Applies	18.5
7 PR 020	Normal Work Day	Applies +	7.2
7 PR 021	Employee Furlough	Does Not Apply	
7 PR 025	City and Borough Holidays	Replaced by Contract	20.3 (H)
7 PR 026	Eaglecrest Holidays	Does not apply	
7 PR 030	Alternate Leave	Replaced by Contract	8.16
Rule 8	**Performance Evaluations**	Entire Rule applies	
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)	Department Required Training	Replaced by Contract	10.2
9 PR 020 (a)(2)	Department Required Training	Applies	
9 PR 020 (b)	Employee Requested Training	Replaced by Contract	10.5
9 PR 025	Training Reimbursement Schedule	Replaced by Contract	10.4
9 PR 030	Licenses and Certifications	Applies	
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	
10 PR 030	Advanced Step Placement	Applies	
10 PR 035	Former Employee	Applies	
10 PR 040	Promoted Employee	Applies +	8.6
10 PR 045	Pay Range Increase	Applies	

Personnel Rule	Topic	Effect on Agreement	Contract Provision
10 PR 050	Involuntary Demotion	Applies	
10 PR 051	ADA Reassignment	Applies	
10 PR 055	Voluntary Demotion	Applies	
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	Applies	
10 PR 085	Merit Increase not Earned	Applies	
10 PR 090	Step Reduction	Applies	
10 PR 095	Increased Responsibilities Differential	Replaced by Contract	8.12
10 PR 097	Temporary Supervision Pay	Replaced by Contract	8.13, 8.14
10 PR 098	Acting in a Higher Range Pay	Does not Apply	8.13, 8.14
10 PR 100	Shift Differentials	Replaced by Contract.	8.21
10 PR 105	Standby Pay	Replaced by Contract	8.8
10 PR 110	Call out	Replaced by Contract	8.9
10 PR 115	Sixth and Seventh Day	Replaced by Contract	8.11
10 PR 120	Overtime Defined	Replaced by Contract	8.4, 8.5
10 PR 125	Overtime Rate	Replaced by Contract	8.4(A)
10 PR 130	Overtime Payment	Replaced by Contract	8.16
10 PR 135	Maximum Compensatory Time	Replaced by Contract	8.16
10 PR 140	Compensatory Time Payment	Replaced by Contract	8.16
10 PR 145	Holiday Pay	Replaced by Contract	8.15
10 PR 150	Total Remuneration	Applies	
Rule 11	**Leave**		
11 PR 005	Scope	Applies	
11 PR 010	Accrual Rates	Replaced by Contract	6.1, 6.2
11 PR 012	Personal Leave Cash in	Replaced by Contract	6.20
11 PR 016	Reserved	N/A	
11 PR 017	Reserved	N/A	
11 PR 020	Accrual During Unauthorized Leave	Replaced by Contract	6.3
11 PR 025	Leave Anniversary	Replaced by Contract	6.4
11 PR 030	Minimum Leave Use	Replaced by Contract	6.5
11 PR 035	Maximum Leave Carry-over	Replaced by Contract	6.6
11 PR 040	Use of Personal Leave	Replaced by Contract	6.7, 6.8, 6.9, 6.10
11 PR 045	Direction to take leave	Replaced by Contract	6.5 (C)
11 PR 050	Bereavement Leave	Replaced by Contract	6.9(C)
11 PR 055	Banked Medical Leave	Does not Apply	
11 PR 060	Use of Leave to Supplement Workers' Compensation	Applies	
11 PR 065	Leave without Pay	Replaced by Contract	6.10
11 PR 067	Family Medical Leave	Replaced by Contract	6.21
11 PR 075	Effect of Leave without Pay	Replaced by Contract	6.12
11 PR 080	Adjustment of Anniversary dates	Replaced by Contract	6.12(B)
11 PR 081	Employee Furlough	Does not apply	
11 PR 085	Court Leave	Replaced by Contract	6.13
11 PR 090	Military Leave without Pay	Applies	See 6.14

Personnel Rule	Topic	Effect on Agreement	Contract Provision
11 PR 095	Military leave with Pay	Applies	See 6.14
11 PR 100	Emergency Service Leave	Applies	See 6.15
11 PR 105	Maximum Paid Military and Emergency Service Leave	Applies	See 6.16
11 PR 110	Donation of Leave	Replaced by Contract	6.7
11 PR 115	Seasonal Leave	Applies	
11 PR 120	Medical Leave on Separation	Does not Apply	
11 PR 125	Personal or Annual Leave on Separation	Replaced by Contract	6.17
11 PR 130	Parent-Teacher Conference Leave	Applies+	6.22
Rule 12	**Resignation, Nondisciplinary Separation and Voluntary Demotion**	Entire Rule Applies	
Rule 13	**Disciplinary Actions**	Entire Rule Applies	
Rule 14	**Reduction in Work Force**	Replaced by Contract classifications contained solely in the BU. For classifications occurring in other departments, the entirety of Rule 14 applies.	17.14
Rule 15	**Grievance and Appeal Procedure**	Replaced by Contract	Article 16
Rule 16	**Standards of Conduct**	Entire Rule Applies	See 17.4, 17.7
Rule 17	**General Provisions**		
17 PR 005	Personnel Actions	Applies	
17 PR 010	Personnel Records	Applies +	Article 15
17 PR 015	Continuation of Health Insurance	Replaced by Contract	11.1 and 11.2
17 PR 020	Licensed Employees	Applies	
17 PR 025	Wearing of Uniforms	Replaced by Contract	9.7
Rule 18	**Compensation and Reimbursements**		
18 PR 005	Pay Schedules	Replaced by Contract	8.1
18 PR 010	Daily Pay Rate for Salaried Employees	Does not apply	
18 PR 015	Shift Differentials	Replaced by Contract.	8.21
18 PR 020	Standby Rate	Replaced by Contract	8.8
18 PR 025	Increased Responsibilities Differential	Replaced by Contract	8.12
18 PR 026	Temporary Supervision Pay	Replaced by Contract	8.13, 8.14
18 PR 027	Health Benefits and Employee Wellness	Replaced by Contract	Article 11
18 PR 030	Uniforms	Replaced by Contract	Article 9
18 PR 035	Tool Allowance	Does not apply	
18 PR 037	Repayment to Employer	Replaced by Contract	9.8
18 PR 040	Travel Reimbursement	Applies+	Article 12
18 PR 045	Mileage and Vehicle Allowance	Applies	
18 PR 050	Awards	Applies	

Personnel Rule	Topic	Effect on Agreement	Contract Provision
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**	Applies +	See specific definitions Article 20.

Applies = Personnel Rule applies in total
Applies + = Personnel rules apply and the contract has additional language
Replaced by contract = Personnel Rule does not apply, contract language supersedes
Does not apply = Personnel Rule does not apply and contract does not contain language

APPENDIX “C”

PERSONNEL RULES REFERENCED IN THIS AGREEMENT

11 PR 090	Military Leave Without Pay
11 PR 095	Military Leave With Pay
11 PR 100	Emergency Service Leave
11 PR 105	Maximum Paid Military and Emergency Service Leave
13 PR 007	Disciplinary Actions, Purpose
16 PR 005	Political Activity
16 PR 010	Employment Advantage
16 PR 015	Political Contributions
16 PR 020	Political Endorsements
16 PR 025	Nominations and Candidacy
16 PR 030	Other Employment
16 PR 045	Fair Opportunity
6 PR	Probationary Periods
8 PR 005	Performance Evaluations, Basis
8 PR 010	Performance Evaluations, Frequency and Standards
8 PR 015	Performance Evaluations, Discussion
8 PR 020	Performance Evaluations, Rebuttal
10 PR 085	Pay, Merit Increase Not Earned

APPENDIX "D"

PAY SCALES

(pay scale will be updated in accordance with the terms in Article 8.1)

Effective July 11, 2016		**STEPS**												
2%		**A**	**B**	**C**	**D**	**E**	**F**	**J**	**K**	**L**	**M**	**N**	**O**	**P**
	GRADE	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**
CSO	450	25.60	26.51	27.43	28.39	29.37	30.41	31.62	32.88	34.20	35.59	37.01	38.48	40.02
Supervisory CSO	455	29.20	30.25	31.28	32.50	33.51	34.72	36.10	37.55	39.04	40.63	42.25	43.94	45.70
Police Officer/Paid Reserve Officer	461	30.15	31.20	32.30	33.42	34.59	35.80	37.23	38.72	40.27	41.89	43.56	45.31	47.11
Police Sergeant	471	34.39	35.62	36.85	38.15	39.46	40.87	42.50	44.21	45.96	47.82	49.73	51.71	53.78
Admin Assist I	510	19.72	20.37	21.05	21.74	22.46	23.23	23.72	24.26	24.78	25.33	26.34	27.40	28.49
Evidence/Property Technician	511	21.05	21.74	22.46	23.23	23.99	24.78	25.33	25.88	26.45	27.03	28.11	29.23	30.41
Admin Assist II	512	22.46	23.23	23.99	24.78	25.59	26.45	27.03	27.62	28.24	28.85	30.00	31.19	32.45
Admin Assist III Evidence/Property Specialist	514	25.59	26.45	27.32	28.24	29.16	30.15	30.80	31.49	32.16	32.87	34.19	35.56	36.98
Investigations Support Specialist	531	22.05	22.82	23.62	24.44	25.30	26.17	27.21	28.32	29.45	30.62	31.84	33.12	34.45
Dispatcher	541	24.92	25.79	26.69	27.62	28.61	29.58	30.78	32.01	33.28	34.62	36.01	37.44	38.94
Lead Dispatcher	551	26.52	27.45	28.32	29.40	30.43	31.49	32.75	34.04	35.41	36.84	38.31	39.84	41.44

Academy Pay	The rate of pay for Members attending the Alaska Law Enforcement Training Course also known as the Basic Peace Officer Training Course will be 27.3% of the rate provided at Range 461 above. The calculated result is the academy rate of pay.

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X-Y-Z

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

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2859

A Resolution Ratifying the Labor Agreement between the City and Borough and the Marine Engineers Beneficial Association.

WHEREAS, the negotiating team representing the City and Borough has reached a tentative agreement with the negotiating team representing the Marine Engineers Beneficial Association (AFL-CIO), in the Southeast Alaska General Government Unit Number 1; and

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

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

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

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

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

Section 1. That the proposed Labor Agreement, for a three-year period beginning July 1, 2019 through June 30, 2022, between the City and Borough and the Marine Engineers Beneficial Association (AFL-CIO), Southeast Alaska General Government Unit Number 1, 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 A. Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

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: July 22, 2019

To: City Assembly

Thru: Duncan Rorie Watt
City Manager

From: Dallas Hargrave
Human Resources & Risk Management Director

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

The City and Borough of Juneau and the Marine Engineers Beneficial Association (MEBA) reached tentative agreement on a three-year collective bargaining agreement on June 26, 2019. The contract will take effect on July 1, 2019 and conclude on June 30, 2022.

MEBA is currently in the process of collecting votes for member ratification of this tentative agreement. This request for the Assembly to ratify the tentative agreement is conditioned on MEBA membership ratification. If MEBA ratifies the tentative agreement, then passage of Resolution 2859 will serve as Assembly ratification of the agreement. If MEBA fails to ratify the tentative agreement, then the Assembly ratification of the tentative agreement is no longer valid, and the parties will meet to resume contract negotiations.

With this request to ratify the MEBA tentative agreement, we are also requesting that the Assembly approve the same terms for unrepresented CBJ employees.

Economic Changes:

Wages and Pay:

MEBA FY20: The parties agreed to a 2% general increase to the pay schedule in FY20. Additionally, each fulltime employee employed on July 1, 2019 will receive a lump sum payment of $500. Each seasonal or part time employee employed on July 1, 2019 will receive a prorated $500 lump sum payment based on hours worked in FY19. The total estimated cost for the 2% wage increase is $400,000 and the total estimated cost for the lump sum payment is $152,000.

Unrepresented FY20: A 2% general increase to the pay schedule will apply in FY20. Additionally, each fulltime employee employed on July 1, 2019 will receive a lump sum payment of $500. Each seasonal or part time employee employed on July 1, 2019 will receive a prorated $500 lump sum payment based on hours worked in FY19. Eaglecrest positions are excluded. The total estimated cost for the 2% wage increase is $400,000 and the total estimated cost for the lump sum payment is $76,000.

MEBA FY21: The parties agreed to a 1% general increase to the pay schedule in FY21. The total estimated cost for the 1% wage increase is $204,000.

Unrepresented FY21: A 1% general increase to the pay schedule will apply in FY21. The total estimated cost for the 1% wage increase is $204,000.

MEBA FY22: The parties agreed to a 1% general increase to the pay schedule in FY22. The total estimated cost for the 1% wage increase is $206,000.

Unrepresented FY22: A 1% general increase to the pay schedule will apply in FY22. The total estimated cost for the 1% wage increase is $206,000.

Estimated cost of wage increases by department for both MEBA and unrepresented employees (including benefits):

Department	**FY20 2%**	**FY21 1%**	**FY22 1%**
Administration	27225	41110	55131
Clerk	4188	6325	8482
Community Development	39791	60084	80576
Finance	83770	126492	169634
Human Resources	14660	22136	29686
MIS	33508	50597	67853
Law	23037	34785	46649
Libraries	41885	63246	84817
Engineering	46073	69571	93298
Capital Transit	64921	98031	131466
Fire	23037	34785	46649
Police	35602	53759	72094
Parks & Rec	75393	113843	152670
Streets	46073	69571	93298
Cumulative Total General Government	559,162	844,335	1,132,304
Airport	56545	85382	114503
Aquatics	27225	41110	55131
Docks & Harbors	50262	75895	101780
Fleet	12565	18974	25445
Lands	6283	9487	12723
Public Works (W, WW, WM)	79581	120168	161152
Risk	8377	12649	16963
Cumulative Total Non-Governmental	240,838	363,665	487,696
Fiscal Year Increase		$ 408,000	$ 412,000
Cumulative Total	**$ 800,000**	**$ 1,208,000**	**$ 1,620,000**

<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 annual cost of this increase to the employer's contribution to health insurance is $300,000 for both MEBA members and unrepresented employees.

FY21: The parties agreed to increase the employer contribution approximately 5% from $1325 to $1390 per full time eligible employee, per month. The estimated annual cost of this increase to the employer's contribution to health insurance is $315,000 for both MEBA members and unrepresented employees.

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 annual cost of this increase to the employer's contribution to health insurance is $331,000 for both MEBA members and unrepresented employees.

Operational Changes:

Operational changes to the CBA are outlined in the attached summary.

Conclusion:

Overall contract negotiations were productive, with active discussion and consideration of ideas from both sides of the table. Carl Uchytil, Patty Wahto, Robert Barr, Ed Foster, 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 the tentative agreement, including similar terms for unrepresented employees.

MEBA/CBJ Contract Negotiations

Tentative Agreement Summary of Changes

Effective July 1, 2019 through June 30, 2022

Article	Language Impact
Article 2 – Recognition	Housekeeping change to properly reflect the current work units with bargaining unit members.
Article 5 – Union Security and Activities	Changes to Article 5 so that it is in compliance with the *Janus* US Supreme Court decision.
Article 9 – Leave	Changes to incorporate language from a Letter of Agreement (LOA) and housekeeping changes. Removal of the Family Medical Leave Policy from Article 9 and Appendix A because the CBJ FMLA policy is posted online.
Article 10 – Holidays	Changes to incorporate language from a Letter of Agreement.
Article 11 – Pay Rates and Pay Days	The following increases will be made to the pay schedule: FY20: 2% FY21: 1% FY22: 1% Additionally, in FY20, a $500 lump sum payment will be made to permanent, full time (prorated for part time) employees who are employed on July 1, 2019. Because this lump sum is in lieu of a wage increase above the 2% wage increase, it is PERS eligible income. Article 11.11 incorporated "increased responsibility differential" of $1 per hour for MEBA members. Article 11.13 articulates the current practice of mailing or direct depositing the biweekly paycheck. There are numerous other housekeeping changes and incorporation of LOA language in Article 11.

Article 14 – Work Rules	Employees may elect to receive a bus pass in lieu of parking in a manner that is administered by the employer.
Article 21 – Publishing of the Agreement	The collective bargaining agreement will be posted online by the CBJ.
Article 23 – Health Insurance and Employee Wellness	FY20: Employer contribution is increased from $1260 to $1325, approximately 5% FY21: Employer contribution is increased to $1390, approximately 5%. FY22: Employer contribution is increased up to $1460, approximately 5%. Removal of the three-tier plan to reflect the current two-tier plan.
Article 25 – Duration of Agreement	Three year agreement.

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

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2860

A Resolution Amending the Personnel Rules and Approving Economic Terms between the City and Borough and the City and Borough of Juneau Non-represented Employees.

WHEREAS, the City and Borough proposes implementation of certain economic terms for non-represented employees of the City and Borough of Juneau; and

WHEREAS, the economic terms include an increase of 2% to the pay schedule in fiscal year 2020, an increase of 1% to the pay schedule in fiscal year 2021, and an increase of 1% to the pay schedule in fiscal year 2022; and

WHEREAS, the economic terms include a lump sum payment of $500 per non-represented employee that is prorated for seasonal and part time employees in fiscal year 2020; and

WHEREAS, the economic terms include per employee monthly increases to the employer contribution to health insurance to $1325 in fiscal year 2020, to $1390 in fiscal year 2021, and up to $1460 in fiscal year 2022; and

WHEREAS, Rule 18 of the Personnel Rules reflects the employer health insurance contribution rates and Appendix I of the Personnel Rules reflects the pay schedules for non-represented employees.

WHEREAS, the estimated total cost of these terms and conditions of employment over the next three fiscal years is 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 Assembly of the City and Borough of Juneau approves the following economic terms for non-represented employees, and hereby modifies the Personnel Rules to reflect the following:

a. A wage increase of 2% in fiscal year 2020; and
b. A wage increase of 1% in fiscal year 2021; and
c. A wage increase of 1% in fiscal year 2022; and

d. In fiscal year 2020, a lump sum payment of $500 for each full time employee employed on July 1, 2019, that is prorated for seasonal and part time employees; and
e. An increase to the per employee monthly employer contribution for health insurance to the amount of $1325 in fiscal year 2020; and
f. An increase to the per employee monthly employer contribution for health insurance to the amount of $1390 in fiscal year 2021; and
g. An increase to the per employee monthly employer contribution for health insurance up to the amount of $1460 in fiscal year 2022.

Section 2. 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

RULE 18
COMPENSATION AND REIMBURSEMENTS

(Res. No. 2370, 2006)

18 PR 005. Pay Schedules.

The pay schedules attached as Appendix I shall be effective on the date shown thereon. *(Res. No. 1875, 1997; 2069, 2001; 2112, 2001; 2223, 2003; 2336, 2005; 2459, 2009; 2622, 2012)*

18 PR 010. Daily Pay Rate for Salaried Employees.

The rate per day for salaried employees is one tenth of a standard biweekly pay period payment. *(Res. No. 1875, 1997; 2370, 2006)*

18 PR 015. Shift Differentials.

Shift differential, as defined in 10 PR 100, shall be compensated at the following rates: shift differential "A" is $1.50 per hour; shift differential "B" is $2.00 per hour. *(Res. No. 1875, 1997; 2069, 2001; 2370, 2006)*

18 PR 020. Standby Rate.

The standby rate, as defined in 10 PR 105, is $3.50 per hour. *(Res. No. 1875, 1997; 2069, 2001; 2342, 2005; 2370, 2006; 2622, 2012)*

18 PR 025. Increased Responsibilities Differential.

The increased responsibilities differential, as defined in 10 PR 095, is $1.00 per hour. *(Res. No. 1875, 1997; 2069, 2001; 2342, 2005; 2370, 2006)*

18 PR 026. Temporary Supervision Pay.

Temporary supervision pay, as defined in 10 PR 097, is $1.20 per hour. *(Res. No. 2342, 2005; 2370, 2006)*

18 PR 027. Health Benefits and Employee Wellness.

The CBJ maintains a health benefit and employee wellness program for its employees on a defined contribution basis.

(a) The CBJ provides a tiered health insurance employee benefit to eligible employees. Eligible employees pay, by payroll deduction, any difference between the CBJ's contribution and the amount required to provide the coverage elected by the employee under the tiered benefits program, except that the employer shall cover the full premium contribution for the employee only economy plan.

(1) Effective July 1, 2019, the employer's contribution rate shall be $1,325.00 per month per full-time, eligible employee.

Effective July 1, 2020, the employer's contribution rate shall be to $1,390.00 per month, per full time, eligible employee.

Effective July 1, 2021, the employer's contribution rate shall be up to $1,460.00 per month, per full time, eligible employee.

(2) Effective with the first full payroll in July 2013, employees who participate in the Healthy Rewards program will receive a $50.00 per pay period reduction in their health insurance premium contribution rate. Participation will be tracked on a yearly basis and the premium reduction will be effective the next plan year. For example, participation in plan year 2012 would result in a premium reduction for plan year 2013.

(3) The criteria established for the Healthy Rewards program is subject to modification by the Human Resources and Risk Management Office, in consultation with the Health Benefits Committee.

(4) The eligibility of the employees and their dependents for coverage and the precise benefits to be provided shall be as set forth in the tiered insurance benefit plan written and maintained by the City and Borough for that purpose.

(b) Part-time and seasonal part-time, eligible employees working 780 hours per year or more shall be provided the option of participating in the group insurance plan by paying a prorated portion of the benefit cost. Eaglecrest limited positions are not eligible to participate in the health insurance plan.

(c) When an employee 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.

(d) When and employee is on Leave Without Pay while on Family/Medical Leave, the provisions of the Family/Medical Leave policy which maintain health benefit coverage remain in effect and the employee contribution remains unchanged.

(e) The CBJ maintains a Health Benefits Committee, which is made up of union and unrepresented members. Each union with members receiving the CBJ health and wellness benefit shall have representation 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 with the goal of maintaining the relative cost and value of the tiers. 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.

(f) The CBJ shall pay not less than $12.80 per full time employee per month to fund a Wellness Program in order to promote education about healthy lifestyles.

(g) Employees who are placed in furlough status on a reduced workweek or workday basis shall not be required to pay a prorated portion of the Employer's health insurance contribution rate provided the employee continues to work a minimum of 60 hours per pay period. *(Res. No. 1875, 1997; 2069, 2001; 2223, 2003; 2336, 2005; 2370, 2006, 2459, 2009; 2476, 2009; 2622, 2012; 2649, 2013)*

18 PR 030. Uniforms.

CBJ shall provide, clean, maintain, and re-place any uniform it requires an employee to wear. Uniform items provided by CBJ 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.

Uniforms or tools that are provided by the employer, and are lost or damaged by the employee due to negligence, shall be replaced by the employee at no expense to the employer. *(Res. No. 2069, 2001; 2370, 2006; 2459, 2009)*

18 PR 035. Tool Allowance.

(a) 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 employees 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.

(b) New employees subject to a written CBJ requirement to provide their own hand tools shall receive the relevant, pro-rated amount based upon what month they were hired within the fiscal year (example: 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 of employment.

(c) The annual tool allowance is as follows:

(1) Automotive mechanics: $1100.00

(2) Building maintenance mechanics: $550.00

(3) Eaglecrest Vehicle Maintenance Supervisor: $700.00. *(Res. No. 2069, 2001; 2370, 2006; 2459, 2009; 2649, 2013)*

18 PR 037. Repayment to Employer.

(a) Employees paid an advance uniform or tool allowance and who leave employment less than 1 year thereafter shall repay CBJ according to the schedule set forth in this section. Any amount not repaid may be deducted from the employee's final paycheck or otherwise lawfully collected. The repayment schedule is as follows:

(1) 100% if service is less than 13 weeks;

(2) 75% if service is 13 weeks or greater but less than 26 weeks;

(3) 50% if service is 26 weeks or greater but less than 39 weeks;

(4) 25% if service is 39 weeks or greater but less than 52 weeks. *(Res. No. 2069, 2001)*

(b) Monies owed to the CBJ by an employee who separates from service shall be deducted from the employee's final leave cash in and pay check, except that the employee's final check may not be less than the actual number of hours worked x the minimum wage guaranteed by state or federal law. An employee may owe the CBJ money for a variety of reasons including, but not limited to: training, travel or relocation reimbursement; health insurance reimbursement; intentional or grossly negligent damage to CBJ property, personal use of CBJ credit cards; or failure to return CBJ property. Should the amount of the employee's final pay and leave cash in be insufficient to cover the total monies owed the CBJ, the CBJ may take other actions to recover the funds. *(Res. No. 2069, 2001; 2370, 2006)*

18 PR 040. Travel Reimbursement.

(a) All official travel must be authorized in advance by the employee's department director and the City Manager.

(b) Meal Allowance: A meal allowance may be paid while the employee is in travel status. The CBJ meal allowance shall equal the rates set by the State of Alaska for state employee travel.

Employees will not receive a meal allowance for any portion of the travel day where a meal is provided in conjunction with the event attended. This does not apply to meals served on an airplane.

(c) Other travel expenses may be reimbursed provided the employee has a valid receipt for actual costs.

(d) The City Manager may establish other reasonable rules and procedures associated with travel. *(Res. No. 1875, 1997; 2093, 2001; 2370, 2006; 2383, 2006)*

18 PR 045. Mileage and Vehicle Allowance.

(a) An employee who uses his or her own vehicle for CBJ business will be reimbursed per the standard IRS mileage reimbursement rate plus 25% rounded up to the next whole cent. The employee must be able to show proof of insurance if requested.

(b) An employee may be reimbursed for actual out-of-pocket costs for travel outside of Juneau when the employee is authorized in advance to use his or her personal automobile, airplane or other vehicle. Authorization to use a private vehicle may be provided by the department director and City Manager when use of such vehicle is less than the cost of the most economical route by common carrier. Receipts must be submitted if claiming out of pocket costs. *(Res. No. 1875, 1997; 2339, 2005; 2370, 2006)*

18 PR 050. Awards.

The City Manager may authorize cash awards or gifts not to exceed $5,000.00 in value for employee suggestions or in recognition of outstanding employee performance or service. *(Res. No. 2370, 2006)*

18 PR 055. Reimbursement of Interview Travel Expenses.

Upon written advance authorization by the City Manager, a job applicant may be reimbursed for transportation and per diem expenses reasonably necessary to attend an employment interview. *(Res. No. 1900, 1997; 2370, 2006)*

18 PR 060. Relocation Expense.

(a) The City Manager may authorize reimbursement of moving and relocation expenses for a new employee provided:

(1) The City Manager and the employee sign a written agreement specifying the maximum amount of reimbursement and requiring pro-rated repayment according to the schedule set forth in this section if the employee voluntarily ends service in less than 4 years. Any amount not repaid may be deducted from the employee's final paycheck or otherwise lawfully collected. The repayment schedule is as follows:

(i) 100% if service is less than 12 months;

(ii) 75% if service is 12 months or greater but less than 24 months;

(iii) 50% if service is 24 months or greater but less than 36 months;

(iv) 25% if service is 36 months or greater but less than 48 months.

(2) The maximum amount established in the reimbursement agreement may not exceed 20 percent of the employee's base pay.

(b) The following expenses are eligible for reimbursement to the extent that they are evidenced by written receipts:

(1) Reasonable commercial moving expenses;

(2) The cost of renting and operating trailers or trucks to transport a reasonable quantity of household goods and effects;

(3) Mileage at the rate currently in the IRS guidelines for relocation expenses, or actual receipted fuel expenses;

(4) Transportation costs by common carrier for the employee, spouse or domestic partner, and each of the employee's dependents who reside within the same household;

(5) Tolls for bridges, highways and ferries;

(6) Upon submission of actual receipted expenses, a reasonable per diem will be provided for lodging and meals while en route to Juneau. Upon arrival in Juneau, the employee may continue to claim per diem for lodging while seeking permanent housing. Per diem for lodging will end when permanent housing is secured or at the end of 15 days from the date of arrival at Juneau whichever comes first;

(7) Other expenses directly related to relocation and specifically authorized by the City Manager.

(c) Expenses incurred prior to a finalized relocation agreement will not be reimbursed. *(Res. No. 1670, 1993; 2339, 2005; 2370, 2006; 2622, 2012; 2740, 2016)*

Presented by: Mayor Beth Weldon
Introduced: 07/22/2019
Drafted by: The Manager

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2861

A Resolution Urging the Alaska Legislature and Governor to Restore Funding for the State Operating Budget to Help Ensure Long Term Fiscal and Economic Stability for the Citizens of the State of Alaska.

WHEREAS, the Legislature went through a rigorous process and passed a state operating budget for FY20 with substantial reductions that will impact state services; and

WHEREAS, the Governor's vetoes of the Legislature's budget will have significant adverse impacts to local residents, municipalities, Alaskan businesses, and the local and statewide economy; and

WHEREAS, those additional reductions will require local municipalities, including the City and Borough of Juneau, to abruptly adjust their budgets to support core services, like education, social services and healthcare; and

WHEREAS, specific direct impacts to the City and Borough of Juneau are in excess of $5.225 million; and

WHEREAS, there is another $1.5 million in direct funding eliminated from the community for housing, homelessness, behavioral health, and education services in Juneau, as well as the elimination of payments to 321 senior citizens who qualify for low income assistance; and

WHEREAS, the University of Alaska has had the state funded portion of their FY20 operating budget cut by approximately 41 percent and the University is a major employer in the community as well as a critical source of workforce training for our local industries; and

WHEREAS, economists throughout the state are predicting immediate and long lasting economic harm to the state economy; and

WHEREAS, negative impacts to the economy directly reduce existing local revenues, like sales and property taxes, that fund 90 percent of the City and Borough of Juneau's general government services and would drain diligently saved cash reserves; and

WHEREAS, Juneau could lose hundreds of public and private sector jobs and residents because the Governor's budget vetoes prioritize significantly increased individual dividends over basic state services such as education, social services, and health care; and

WHEREAS, reducing the School Construction Debt Reimbursement is a reduction of the State's prior commitments and forces municipalities to increase local taxes to cover existing obligations; and

WHEREAS, Alaska's municipalities and economy need budget certainty from the Administration and the Legislature to allow for budget planning and the development of sustainable local budgets that provide predictable public services; and

WHEREAS, the City and Borough of Juneau as Alaska's Capital City believes that coordination between state and local government results in effective outcomes; and

WHEREAS, the continued fiscal reality requires the Legislature to demonstrate strong leadership and bold action to pass a budget that creates a vibrant and thriving future for all Alaskans.

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

Section 1. The Assembly of the City and Borough of Juneau calls upon the Alaska State Legislature to take affirmative and immediate action to provide funding for state services and to provide for a sustainable and predictable balanced state budget for the foreseeable future and the Assembly further calls upon the Governor to partner with the Legislature and support its budget initiatives.

Section 2. The Assembly of the City and Borough of Juneau requests a budget that does not shift the funding burden for core services, such as education, social services and healthcare, from the State to local municipalities. The Governor's budget vetoes would force municipalities to raise taxes.

Section 3. The Assembly of the City and Borough of Juneau requests that if significant reductions are deemed necessary, then a transition plan be presented for consideration and that any transition plan show a proposed implementation over several years to minimize the shock to the economy and the citizens of Alaska.

Section 4. The Assembly of the City and Borough of Juneau calls upon its citizens to respectfully voice their opinions regarding the budget to the Governor and Legislators throughout the State.

Section 5. The Assembly of the City and Borough of Juneau urges that the Alaska State Legislature engage in meaningful discussion of all fiscal options (including broad based state taxes and substantial use of permanent fund earnings as originally intended by the voters in 1976) with the goal of providing a strong future to Alaska citizens and to take an assertive role to implement its duty of appropriation.

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

Adopted this 22nd day of July, 2019.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

MEMORANDUM

DOCKS AND HARBORS
CITY/BOROUGH OF JUNEAU
155 South Seward Street, Juneau, Alaska 99801

FAXED MEMORANDUM

TO: Bidders   Date: July 18, 2019

FROM: Carl Uchytil
Port Director

Carl J. Uchytil

SUBJ: POSTING NOTICE OF BIDS
Statter Harbor Improvements Phase III(A)
Contract No. DH18-013

This memo is to post a notice of the results of the bid opening on July 17, 2019, for the subject project. The bidders and their total bids are as follows:

Bidders	Total bid
Pacific Pile & Marine, LP	**$4,061,000.00**
Western Marine Construction, Inc	$4,216,200.00
Kiewit Infrastructure West Co	$5,770,600.00
Engineer's Estimate	$2,957,900.00

The apparent low bidder is Pacific Pile & Marine, LP. The CBJ intends to award the Total Bid in the amount of $4,061,000.00. Award was forwarded to the July 17, 2019, Docks and Harbors Board meeting for approval. Recommendation to award the Total Bid in the amount of $4,061,000.00 will be forwarded to the CBJ Assembly for approval at the Regular Assembly Meeting on July 22, 2019**.**

This notice begins the protest period per Purchasing Code 53.50.062. Protests will be executed in accordance with CBJ Ordinance 53.50.062 "Protests", and 53.50.080 "Administration of Protest." The CBJ Purchasing Code is available online at: http://www.juneau.org/law or from the CBJ Purchasing Division at (907) 586-5258.

The apparent low bidder has until ***4:30 p.m. on* July 26, *2019*** to submit Section 00360 - Subcontractor Report to the Engineering Department Contracts Office. The Subcontractor Report must be submitted even if there are no subcontractors planned for the job.

c. GaryGillette, Port Engineer

MEMORANDUM

DOCKS AND HARBORS
CITY/BOROUGH OF JUNEAU
155 South Seward Street, Juneau, Alaska 99801

FAXED MEMORANDUM

TO: Bidders

Date: July 17, 2019

FROM: Carl Uchytil
Port Director

SUBJ: POSTING NOTICE OF BIDS
Downtown Waterfront Improvements Phase I
Contract No. DH19-014

This memo is to post a notice of the results of the bid opening on July 16, 2019, for the subject project. The bidders and their total bids are as follows:

Bidders	Total bid
Trucano Construction Company	**$12,367,699.00**
Coogan Construction Company	$13,212,570.00
Pacific Pile & Marine, LP	$16,280,000.00
Engineer's Estimate	$13,623,730.00

The apparent low bidder is Trucano Construction Company. There was a discrepancy between the unit price tabulation and the amount written on the bid schedule submitted by Coogan Construction. The Posting Notice reflects the corrected bid total submitted by Coogan Construction Company. The CBJ intends to award the Total Bid in the amount of $12,367,699.00. Award will be forwarded to the July 17, 2019, Docks and Harbors Board meeting for approval. Recommendation to award the Total Bid in the amount of $12,367,699.00 will be forwarded to the CBJ Assembly for approval at the Regular Assembly Meeting on July 22, 2019.

This notice begins the protest period per Purchasing Code 53.50.062. Protests will be executed in accordance with CBJ Ordinance 53.50.062 "Protests", and 53.50.080 "Administration of Protest." The CBJ Purchasing Code is available online at: http://www.juneau.org/law or from the CBJ Purchasing Division at (907) 586-5258.

The apparent low bidder has until ***4:30 p.m. on* July 24, *2019*** to submit Section 00360 - Subcontractor Report to the Engineering Department Contracts Office. The Subcontractor Report must be submitted even if there are no subcontractors planned for the job.

c. Gary Gillette, Port Engineer

THE STATE of ALASKA
GOVERNOR MICHAEL J. DUNLEAVY

Department of Commerce, Community, and Economic Development

Alcohol and Marijuana Control Office

550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

June 14, 2019

City and Borough of Juneau
Attn: Clerk
Via Email: mcb_notice@juneau.org

License Number:	21086
License Type:	Standard Marijuana Cultivation Facility
Licensee:	NUGZ LLC
Doing Business As:	NUGZ LLC
Physical Address:	9331 Glacier Hwy Juneau, AK 99801
Designated Licensee:	Bryan King
Phone Number:	907-321-7532
Email Address:	bdking@acsalaska.net

☒ **New Application** ☐ **New Onsite Consumption Endorsement Application (Retail Only)**

AMCO has received a complete application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.025(d)(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. 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, 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.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

This application will be in front of the Marijuana Control Board at our July 10-12, 2019 meeting.

Sincerely,

Erika McConnell

Erika McConnell, Director

amco.localgovernmentonly@alaska.gov

Alcohol & Marijuana Control Office

Initiating License Application
3/14/2019 12:55:51 PM

License Number: 21086

License Status: New

License Type: Standard Marijuana Cultivation Facility

Doing Business As: NUGZ LLC

Business License Number: 1055867

Designated Licensee: Bryan King

Email Address: bdking@acsalaska.net

Local Government: Juneau (City and Borough of)

Community Council:

Latitude, Longitude: 58.215300, -134.352900

Physical Address: 9331 Glacier Hwy
Juneau, AK 99801
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10061333

Alaska Entity Name: NUGZ LLC

Phone Number: 907-321-7532

Email Address: bdking@acsalaska.net

Mailing Address: 9331 Glacier Hwy
Juneau, AK 99801
UNITED STATES

Entity Official #1

Type: Individual

Name: David Smith

[redacted]

Phone Number: 907-321-2508

Email Address: pizzadave@live.com

Mailing Address: 4006 Diane Road
Juneau, AK 99801
UNITED STATES

Entity Official #2

Type: Individual

Name: Bryan King

[redacted]

Phone Number: 907-321-7532

Email Address: bdking@acsalaska.net

Mailing Address: 9951 Stephen Richards Memorial Drive
Space 9
Juneau, AK 99801
UNITED STATES

Note: *No affiliates entered for this license.*

Presented by: The Manager
Introduced: 7/22/2019
Drafted by: Finance

TRANSFER REQUEST FOR THE CITY AND BOROUGH OF JUNEAU, ALASKA

SERIAL NUMBER T-1020

It is hereby ordered by the Assembly of the City and Borough of Juneau, Alaska, that $642,441 be transferred:

From: CIP

H51-093	Statter Harbor Loading Fac/EI	$139,919
H51-109	Taku Harbor Deferred Maintenance	$140,062
H51-106	Statter Harbor Breakwtr Sfty I	$362,460

To: CIP

H51-108	Statter Improv-Phase III	$267,379
H51-105	Amalga Fish Cleaning Station	$140,062
H51-117	ABMS Maint & Improvements	$235,000

The $642,441 consists of:

Sales Tax	$139,919
Harbor Fund	$502,522

Moved and Approved this____________day of _______________, 2019.

____
D. Rorie Watt, City Manager

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

LAW DEPARTMENT

DATE: July 18, 2019
TO: Mayor Weldon, Assembly
FROM: Robert Palmer, Municipal Attorney
SUBJECT: Ordinance 2019-29(b), Marijuana Consumption

Ordinance 2019-29 was introduced on June 24, and envisioned allowing onsite consumption of marijuana by smoking and edibles consistent with Alaska Marijuana Control Board regulations. (3 AAC 306.370). The ordinance was referred to the Committee of the Whole.

On July 8, the Committee recommended a version b of the ordinance for public hearing to only allow marijuana consumption <u>outdoors</u> at a marijuana retail store with an onsite consumption endorsement. The Committee had a robust policy discussion. The following policy reasons were identified for only allowing onsite marijuana consumption outdoors:

1. Recognizing that marijuana is still illegal federally, there is a desire to allow adults a lawful place to consume marijuana outdoors similar to how tobacco is consumed outdoors.
2. The Alaska Marijuana Control Board has developed a substantial onsite consumption regulation package that effectively regulates marijuana consumption and, for example, it minimizes children's access to marijuana and minimizes adjacent property conflicts.
3. The Alaska voters recently passed the initiative in 2014 allowing for recreational use of marijuana with certain regulations, so there is minimal interest to protect adults from intentionally consuming marijuana.
4. Consumption of marijuana outdoors at State approved marijuana retail store minimizes the effects to workers as compared to also allowing marijuana consumption indoors.
5. Continue to prohibit tobacco and marijuana smoking indoors to protect the public health by maintaining the core of the second-hand smoke control code, CBJC 36.60.
6. Unless a place is provided where visitors, especially cruise ship visitors, can legally consume marijuana purchased in the CBJ, the visitors do not likely have a lawful place to consume marijuana and cannot likely travel out of the CBJ with it.
7. Creating a lawful place to consume marijuana will likely decrease the current illegal consumption of marijuana in public places, like on sidewalks.

Version b of Ordinance 2019-29 includes minor changes to Sections 3 & 4 to explicitly state that marijuana smoking or consumption is only allowed outdoors and pursuant to State regulations.

Presented by: COW
Introduced: 6/24/2019
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-29(b)

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.

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

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

Section 2. Amendment of Section. CBJC 36.60.010 Smoking prohibited, is amended to read:

36.60.010 Smoking prohibited.

(a) <u>Except as provided in CBJ 36.60.030, smoking</u> ~~Smoking~~ is prohibited:

(1) In enclosed public places;

(2) In enclosed areas that are places of employment;

(3) In vehicles and enclosed areas owned by the City and Borough of Juneau, including the Juneau School District;

(4) In commercial passenger vehicles regulated by the City and Borough under CBJ 20.40;

(5) In bus passenger shelters;

(6) In private clubs that are licensed by the State of Alaska to sell marijuana or alcoholic beverages, or that offer food for sale, regardless of the number of employees;

(7) In indoor or outdoor areas designated by "No Smoking" signs meeting the requirements of CBJ 36.60.035;

(8) Outdoors within ten feet of playground equipment located at a public or private school or a state or municipal park while children are present;

(9) Outdoors within ten feet of an entrance to a bar or restaurant that serves alcoholic beverages;

(10) Outdoors within 20 feet of an entrance, open window, or heating or ventilation system air intake vent of any building area within which smoking is prohibited by this chapter; and

(11) Outdoors within a reasonable distance, as determined by the owner or operator, of an entrance, open window, or heating or ventilation system air intake vent of:

(i) A vessel covered by this chapter; or

(ii) A long term care facility as defined in A.S. 47.62.090.

...

Section 3. Amendment of Section. CBJC 36.60.030 Exceptions; areas where smoking is not prohibited, is amended to read:

36.60.030 Exceptions; areas where smoking is not prohibited.

(a) Unless otherwise prohibited by ~~S~~state or ~~F~~federal law, smoking is not prohibited in the following places:

(1) Private residences, including those used as a place of employment, provided this exception does not apply at any time the private residence is open for use as a child care, adult care, or health care facility;

(2) An establishment licensed under AS 17.38 if the smoking is only outdoors in accordance with regulations adopted by the Marijuana Control Board created under AS 17.38.080~~Reserved~~;

(3) Private enclosed areas in nursing homes or assisted living facilities;

(4) Reserved;

(5) Performers smoking as part of a stage performance;

(6) Reserved;

(7) Reserved;

(8) Federal or state property, or those portions of buildings leased by the federal or state government; and

(9) Private property used for residential incarceration under contract to a federal or state correctional agency.

(b) The owner, operator, or manager of property may by permanently affixing a sign thereon, waive any exception provided in subsection (a) of this section.

Section 4. Amendment of Section. CBJC 42.20.230 Consumption of marijuana in a public place prohibited, is amended to read:

42.20.230 Consumption of marijuana in a public place prohibited.

(a) Consumption of marijuana in a public place is prohibited.

(b) For purposes of this section:

(1) Consumption means ingesting, inhaling or otherwise introducing marijuana into the human body.

(2) Marijuana has the same meaning as in Alaska Statute 17.38.900.

(3) Public place means a place, enclosed or unenclosed, to which the public or a substantial group of persons has access, including, but not limited to:

(A) Public streets, alleys, sidewalks, easements, trails or other ways dedicated or held for public vehicular or pedestrian use, including parking lots owned or operated by the municipality;

(B) Transportation facilities;

(C) Schools;

(D) Places of amusement or business;

(E) Parks;

(F) Playgrounds;

(G) Correctional facilities; and

(H) The common areas of public or private buildings and facilities.

<u>(4) Public place does not mean an establishment licensed under AS 17.38 if the consumption is only outdoors in accordance with regulations adopted by the Marijuana Control Board created under AS 17.38.080.</u>

(c) Consumption of marijuana in a public place is an infraction.

Section 5. 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: 6/24/2019
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 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.

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

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

Section 2. Amendment of Section. CBJC 36.60.010 Smoking prohibited, is amended to read:

36.60.010 Smoking prohibited.

(a) Except as provided in CBJ 36.60.030, smoking ~~Smoking~~ is prohibited:

(1) In enclosed public places;

(2) In enclosed areas that are places of employment;

(3) In vehicles and enclosed areas owned by the City and Borough of Juneau, including the Juneau School District;

(4) In commercial passenger vehicles regulated by the City and Borough under CBJ 20.40;

(5) In bus passenger shelters;

(6) In private clubs that are licensed by the State of Alaska to sell marijuana or alcoholic beverages, or that offer food for sale, regardless of the number of employees;

(7) In indoor or outdoor areas designated by "No Smoking" signs meeting the requirements of CBJ 36.60.035;

(8) Outdoors within ten feet of playground equipment located at a public or private school or a state or municipal park while children are present;

(9) Outdoors within ten feet of an entrance to a bar or restaurant that serves alcoholic beverages;

(10) Outdoors within 20 feet of an entrance, open window, or heating or ventilation system air intake vent of any building area within which smoking is prohibited by this chapter; and

(11) Outdoors within a reasonable distance, as determined by the owner or operator, of an entrance, open window, or heating or ventilation system air intake vent of:

(i) A vessel covered by this chapter; or

(ii) A long term care facility as defined in A.S. 47.62.090.

...

Section 3. Amendment of Section. CBJC 36.60.030 Exceptions; areas where smoking is not prohibited, is amended to read:

36.60.030 Exceptions; areas where smoking is not prohibited.

(a) Unless otherwise prohibited by ~~S~~state or ~~F~~federal law, smoking is not prohibited in the following places:

(1) Private residences, including those used as a place of employment, provided this exception does not apply at any time the private residence is open for use as a child care, adult care, or health care facility;

(2) An establishment licensed under AS 17.38 that is freestanding if the consumption is in accordance with regulations adopted by the Marijuana Control Board created under AS 17.38.080~~Reserved~~;

(3) Private enclosed areas in nursing homes or assisted living facilities;

(4) Reserved;

(5) Performers smoking as part of a stage performance;

(6) Reserved;

(7) Reserved;

(8) Federal or state property, or those portions of buildings leased by the federal or state government; and

(9) Private property used for residential incarceration under contract to a federal or state correctional agency.

(b) The owner, operator, or manager of property may by permanently affixing a sign thereon, waive any exception provided in subsection (a) of this section.

Section 4. Amendment of Section. CBJC 42.20.230 Consumption of marijuana in a public place prohibited, is amended to read:

42.20.230 Consumption of marijuana in a public place prohibited.

(a) Consumption of marijuana in a public place is prohibited.

(b) For purposes of this section:

(1) Consumption means ingesting, inhaling or otherwise introducing marijuana into the human body.

(2) Marijuana has the same meaning as in Alaska Statute 17.38.900.

(3) Public place means a place, enclosed or unenclosed, to which the public or a substantial group of persons has access, including, but not limited to:

(A) Public streets, alleys, sidewalks, easements, trails or other ways dedicated or held for public vehicular or pedestrian use, including parking lots owned or operated by the municipality;

(B) Transportation facilities;

(C) Schools;

(D) Places of amusement or business;

(E) Parks;

(F) Playgrounds;

(G) Correctional facilities; and

(H) The common areas of public or private buildings and facilities.

<u>(4) Public place does not mean an establishment licensed under AS 17.38 that is freestanding if the consumption is in accordance with regulations adopted by the Marijuana Control Board created under AS 17.38.080.</u>

(c) Consumption of marijuana in a public place is an infraction.

Section 5. 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:
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-23

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

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

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

Section 2. Amendment of Section. CBJC 69.10.020 Property exempt, is amended by adding a new subsection to read:

69.10.020 Property exempt.

...

<u>(12) Economic development property consistent with CBJC 69.10.023.</u>

Section 3. Amendment of Chapter. Chapter 69.10 Real and Personal Property Tax, is amended by adding a new section to read:

69.10.023 Property tax incentives for economic development property.

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

(1) At least fifteen new residential units of assisted living for senior citizens. The term residential units includes the assisted living residential units for senior citizens and only those

building spaces that are necessary and incidental to the assisted living of senior citizens that qualify for inclusion in the exemption like common space, support space, and shared facilities. A residential unit qualifies for the exemption even if a non-senior citizen resides in the unit with a senior citizen.

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

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

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

(1) *Name*. The name of the applicant;

(2) *Address*. The legal description and street address of the property for which the application is made;

(3) *New residential units*. Drawings of the residential units that the applicant will construct, including a floor plan that includes approximate square footages;

(4) *Existing structures*. Drawings showing the square footage of all existing structures and structures to be constructed on the property;

(5) *Increase in residential units*. Plans showing the construction will increase the total number of residential units on the property;

(6) *Acknowledgement of liability*. Applicant acknowledges that the residential units will be taxable if and when the residential units are no longer eligible for tax exemption under this section; and

(7) *Economic development property justification*. A narrative describing how the application qualifies as economic development property consistent with A.S. 29.45.050(m).

(8) *Other information*. Other information as may be required by the Assessor.

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

(1) The applicant submitted a complete application; and

(2) The applicant acknowledges it must

(i) Construct not less than the required residential units in accordance with the plans and drawings submitted with its application, and

(ii) Increase the total number of residential units on the property in order to receive final approval under this section.

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

(1) The applicant has completed construction of residential units in accordance with the plans and drawings submitted with its application and a Certificate of Occupancy has been issued pursuant to Title 19 for each structure that contains a residential unit described in the application, and

(2) The total number of residential units on the property has increased.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 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:
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-19

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

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

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

Section 2. Amendment of Section. CBJ 49.10.170 Duties, is amended to read:

49.10.170 Duties.

(a) *Comprehensive plan review.* The commission shall undertake a general review of the comprehensive plan two years after the adoption of the most recent update, and shall recommend appropriate amendments to the assembly. Proposed map changes shall be reviewed on a neighborhood or community basis as directed by the planning commission.

(b) *Review of the capital improvements program.* Upon adequate notice which shall be provided by the director, the commission shall review annually the capital improvements program of the City and Borough and submit its recommendations to the assembly.

(c) *City and borough land ~~acquisitions,~~ disposals and projects.* The commission shall review and make recommendations to the assembly on land ~~acquisitions and~~ disposals as prescribed by title 53, or capital improvement projects by any City and Borough agency. ~~The report and~~

~~recommendation of the commission shall be based upon the provisions of this title, the comprehensive plan, and the capital improvements program~~.

(d) *Development code amendments.* The commission shall make recommendations to the assembly on all proposed amendments to this title, zonings and rezonings, indicating compliance with the provisions of this title and the comprehensive plan.

(e) *Land use actions.*

(1) All plats approved by the platting board prior to adoption of Serial No. 87-49 are ratified, notwithstanding the use of the commission seal or resolution.

(2) The commission shall hear and decide all major development permit applications, density bonus requests, and appeals of decisions made by the director.

Section 3. Amendment of Section. CBJ 53.09.260 Negotiated sales, leases, and exchanges, is amended to read:

53.09.260 Negotiated sales, leases, and exchanges.

(a) *Application, initial review, assembly authority to negotiate.* Upon application, approval by the manager, and payment of a $500.00 fee, a person or business entity~~,~~ may submit a written proposal to lease, purchase, exchange, or otherwise acquire City and Borough land for a specified purpose. The proposal shall be reviewed by the assembly for a determination of whether the proposal should be further considered and, if so, whether by direct negotiation with the original proposer or by competition after an invitation for further proposals. Upon direction of the assembly by motion, the manager may commence negotiations for the lease, sale, exchange, or other disposal of City and Borough land.

(b) *Review and approval process.* ~~*Planning commission review, final assembly approval.*~~ Upon satisfactory progress in the negotiation or competition undertaken pursuant to subsection (a) of this section, after review by the planning commission for disposals other than leases, ~~and~~ after review by the assembly lands committee ~~planning commission~~, and authorization by the assembly by ordinance, the manager may conclude arrangements for the lease, sale, ~~or~~ exchange or other disposal of City and Borough land. The final terms of a disposal pursuant to this section are subject to approval by the assembly unless the minimum essential terms and the authority of the manager to execute the disposal are set forth in the ordinance enacted pursuant to this subsection. The disposal may not be executed until the effective date of the ordinance.

Section 4. Amendment of Section. CBJ 53.09.300 Easements, is amended to read:

53.09.300 Easements.

(a) *Authorized.* The manager may convey or lease an easement in City and Borough owned land upon approval by the assembly. Easements shall be nonexclusive unless otherwise provided in the easement document.

(b) *Application and fee.* The applicant for an easement shall apply to the manager on a form prescribed by the manager. The application shall be accompanied by plans, reports, a narrative, and other material sufficient to permit the City and Borough to evaluate need for and the use to be made of the requested easement. The application shall also be accompanied by a base fee of $15.00 plus an amount determined by the manager to cover the cost of an appraisal of the value of the easement. From time to time, the manager shall adjust the base fee to reflect changes in the cost of municipal services.

(c) *Review process.* ~~*Departmental and planning commission action.*~~ The application for the easement shall be referred to the community development department ~~planning department~~ and engineering and public works department for comment. The manager may refer the application to other departments which may have an interest in the parcel subject to the proposed easement. Upon receipt of the comments of other departments, the lands division ~~planning department~~ shall refer the application and departmental comments to the assembly lands committee ~~planning commission~~ for its recommendation to the assembly. The assembly lands committee ~~planning commission~~ may hold a public hearing on the application prior to making its recommendation.

(d) *Assembly action.* Upon receipt of the assembly lands committee ~~planning commission~~ recommendation, the assembly may, by resolution, authorize the manager to execute the easement under such terms and conditions as are authorized by the assembly.

(e) *Survey.* Prior to the execution of an approved easement, the applicant shall provide a survey of the easement to the standards required by the manager.

(f) *Easement price.* The sale or lease price of an easement shall be the appraised value established not more than 90 days prior to assembly authorization of the easement. Upon execution of the easement by the City and Borough, the applicant shall pay to the City and Borough the market value of any marketable materials, timber, or other resources within the easement area which will be destroyed, cut, or removed. The manager shall determine the value of resources of any marketable materials, timber, or other resources within the easement area which will be destroyed, cut, or removed.

(g) *Improvements and changes.* No improvements or changes to improvements may be made within an easement unless first approved by the manager.

(h) *As-built plans.* Immediately upon completion of the construction of any improvements within the easement area, the easement holder shall provide the manager with accurate, complete, and legible as-built drawings of such improvements. Upon making any changes or additions to such improvements, the permittee shall provide the manager with as-built drawings showing such changes or additions.

(i) *Relocation.* The assembly, by resolution, may direct the holder of an easement granted under this section to relocate the holder's improvements within the easement or to relocate the improvements to a new easement granted by the City and Borough for that purpose. Such relocation shall be at the sole expense of the easement holder, and the City and Borough shall not be liable to the easement holder for reimbursement of any expenses or compensation for any losses or damages suffered by the easement holder or others arising out of the relocation. Unless the assembly, in the resolution directing the relocation of the improvements, permits otherwise, the easement holder shall remove all improvements he or she has constructed in the area to be vacated. No compensation shall be due the City and Borough for the value of resources which must necessarily be cut, damaged, or removed to permit the relocation, nor shall the easement holder be liable for the cost of any survey required to describe a new easement area.

(j) *Restoration.* The manager may require restoration and the posting of such security for restoration as he or she determines necessary.

Section 5. Amendment of Section. CBJ 85.02.060 General powers, is amended to read:

85.02.060 General powers.

(a) Subject to state laws and City and Borough ordinances, the City and Borough Docks and Harbors Board shall generally exercise all powers necessary and incidental to operation of all port and harbor facilities in the public interest and in a sound business manner. In particular, and without limitation on the foregoing, the board shall:

...

(5) Administer and dispose of City and Borough tideland, submerged land, and other land as provided by the Assembly by resolution as subject to Docks and Harbors Board Administration, subject to the following limitations:

(A) No sale, purchase, or trade of land shall be made without prior review by the assembly lands committee ~~planning commission~~ and approval by the Assembly by resolution.

(B) Unless otherwise designated in advance by the assembly by resolution, any lease of land shall be limited to marine-related uses, and those uses accessory to tenancy on the boat harbor or use of the port.

(C) All land transactions by the board in accordance with this section shall be consistent with the land management plan developed under CBJ 85.02.063.

(i) Land shall be leased as provided in chapter 53~~.20~~, provided that the provisions of section 53.20.020 relating to a declaration of availability and identification in the land management plan shall not apply.

(ii) For purposes of applying title 53 pursuant to this subsection (C), any action required by Title 53 of the manager may be performed by the port director.

…

Section 6. 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:
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-20

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

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 40.05.010 Appointment, is amended to read:

40.05.010 Appointment.

The hospital board of directors shall consist of nine members appointed by the assembly for staggered three-year terms. Members of the hospital board of directors shall serve at the pleasure of the assembly. <u>To the extent feasible, appointments to the board should include persons with experience or expertise in subject matters relevant to hospital governance such as health care, finance, compliance, business, strategic planning, information technology, law/regulation, or risk management.</u> Up to two members of the hospital board of directors may be physicians in the community appointed from a list of those names submitted by the hospital medical staff. Terms shall commence on January 1. No board member, or member of a board member's immediate family or household, may be employed by the hospital. Appointments to fill vacancies shall be for the unexpired term. In the event a seat has six months or less remaining to the unexpired term, the assembly, at its discretion, may choose to appoint the member to the remainder of the current term as well as to the full term immediately following the expiration date of the unexpired term. No member of the hospital board who has served for three consecutive terms or nine years shall again be eligible for appointment until one full year has intervened, provided, however, that this restriction shall not apply:

(1) If there are no other qualified applicants at the time reappointment is considered by the assembly human resources committee, or

(2) To qualified board members serving in board seats for which a specific occupation or expertise is set forth by ordinance.

Section 3. Amendment of Section. CBJ 40.15.060 Contract for rendering professional services, is amended to read:

40.15.060 Contract for rendering professional services.

With documented need, as recommended by the Recruitment Committee and after receiving advice from Medical Staff, the ~~The~~ hospital board of directors may contract with physicians~~, and surgeons,~~ and other medical care providers for the rendering of professional services ~~in the hospital~~ under terms and conditions that comply with applicable local, state and federal health care laws and regulations. ~~under the direction of, or as requested by, attending physicians of patients in the hospital, on such basis as does not result in any profit or gain to the hospital from the professional services of such physicians or surgeons.~~

Section 4. Amendment of Section. CBJ 40.20.010 Medical records, is amended to read:

40.20.010 Medical records.

Patient medical records shall be preserved consistent with certifying authorities and law, including AS 18.20.085.

~~Accurate and complete confidential hospital medical records shall be prepared and maintained on all patients and shall include the following:~~

~~(1) Adequate identification data to include full and true name and address of patient prior to hospitalization and following discharge; name and address of spouse or nearest relative;~~

~~(2) Admitting diagnosis, to be completed within 24 to 48 hours;~~

~~(3) Personal and family history;~~

~~(4) History and physical examination including history of pregnancy on maternity cases, to be completed within 24 to 48 hours;~~

~~(5) Progress notes;~~

~~(6) Signed doctors orders;~~

~~(7) Operative notes where applicable, to include course of delivery of maternity cases;~~

~~(8) Treatment;~~

~~(9) Special reports and examinations including clinical and laboratory findings, X-ray findings, records or consultation, anesthesia reports, gross and microscopic pathological findings, etc.;~~

~~(10) Nurses notes;~~

~~(11) Discharge notes diagnosis;~~

~~(12) Autopsy report where applicable;~~

~~(13) Condition on discharge;~~

~~(14) Such other matters as shall be required by state regulations and as the hospital medical staff shall determine.~~

Section 5. 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

LAW DEPARTMENT

DATE: June 11, 2019
TO: Assembly
FROM: Megan Costello, Assistant Municipal Attorney
SUBJECT: Ordinance 2019-20

This memorandum provides a more detailed explanation of the proposed amendments in Ordinance 2019-20.

Section 2: CB 40.05.010 Appointment

This amendment was drafted with the help of attorney Jane Mores and reflects the Hospital Board's desire to attract board members that have expertise and experience relevant to the broad range of issues that come up in managing the hospital. This change also reflects the training from the Governance Institute that recommends recruitment programs for Board members be spelled out in code. The Board understands that the ultimate decision lies with the Assembly but requests this change to help in recruitment efforts.

Section 3: CBJ 40.15.060 Contract for rendering professional services

This amendment reflects the changes to federal law since the existing provision was adopted more than fifty years ago. The existing code can be read to preclude the Hospital from contracting with physicians or surgeons unless specifically requested or directed by attending physicians, (i.e. physicians who are currently credentialed at the hospital ("Medical Staff")) and only if the contract did not result in any gain or profit to the hospital. Under federal law, all financial arrangements with physicians must be commercially reasonable to both parties, and must not result in a physician receiving total compensation that exceeds fair market value. The existing code may be at odds with this, as it does not explicitly require the physician contracts to be commercially reasonable or to have total compensation terms that do not exceed fair market value. There is also problematic language in the existing section that suggest the Board is without legal authority to enter into physician contracts absent the request or approval of the Medical Staff, which has federal anti-trust and illegal restraint of trade concerns. The amended revised code is designed to ensure the code could not be interpreted to pose a conflict with the federal law.

The change to this section has gone through various revisions by the Medical Staff, Hospital management, and the Hospital Board. The Medical Staff originally wanted language that required approval by the Medical Staff before the Hospital Board could approve contracts for professional services, which would not have been in compliance with the CBJ code or the Medical Staff and Board Bylaws, and also had federal anti-trust and restraint of trade concerns. This final version is a compromise and allows the Medical Staff to give advice to the Board but the Board retains its autonomous authority in approving these contracts.

Section 4: CBJ 40.20.010 Medical records

This amendment would update the preservation of patient medical records provisions to be consistent with Alaska and federal law. In the fifty years since the existing language was enacted, state and federal law have clarified how and what patient medical records must be retained. This amendment is written to ensure compliance with all laws, and any amendments thereto. The amendment specifically references AS 18.20.085, which if adopted, means the CBJ code would use a more comprehensive approach that adopts by reference all of the medical record requirements of state law, including the various regulations when applicable (i.e. 7 AAC 13.120, 7 AAC 12.770, 7 AAC 78.250). AS 18.20.085 provides as follows:

Hospital Records Retention

(a) Unless specified otherwise by the department a hospital shall retain and preserve records that relate directly to the care and treatment of a patient for a period of seven years following the discharge of the patient. However, the records of a patient under 19 years of age shall be kept until at least two years after the patient has reached the age of 19 years or until seven years following the discharge of the patient, whichever is longer. Records consisting of X-ray film are required to be retained for five years.

(b) The department shall by regulation define the types of records and the information required to be included in the records retained and preserved under (a) of this section. The department may by regulation specify records and information to be retained for longer periods than those set out in (a) of this section.

(c) If a hospital ceases operation, it shall make immediate arrangements, as approved by the department, for the preservation of its records.

(d) This section is subject to AS 18.23.100.

(e) In this section, “hospital” includes those facilities defined as hospitals under AS 18.20.130 and 18.20.210.

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

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-24

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

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 75.01.040 Service connections, is amended to read:

75.01.040 Service connections.

(a) *Connection and extension charges*. At the time the applicant applies for water service to property not previously connected to the municipal water system, a service connection charge will be required. This charge will cover the cost of the utility to permit and inspect ~~install~~ the service from the main to the right-of-way line, including a meter or other appurtenances as required by the engineering and public works department. The applicant shall secure all other necessary permits and complete the installation at no expense to the City and Borough. Where service is already established, a turn-on fee will be required. The water service connection charge and any other fees shall be a lien against the property served in the same manner and to the same extent as a lien for special assessments and shall be enforced in the same manner provided for special assessment liens.

...

(c) *Installation and maintenance.* The installation and maintenance of service connections shall be performed only by persons duly authorized by the director of engineering and public works~~manager~~. A bond is required in an amount to cover the service installation and any repair for damage to the main, other service lines, and the road structure when the service is proposed to be installed in or repaired in property owned by or controlled by the City and Borough of Juneau. A bond is required in an amount to cover any repair for damage to the main or other service lines when the service is proposed to be installed in or repaired in property owned by or controlled by the State of Alaska.

...

Section 3. Amendment of Section. CBJ 75.02.040 Service connection charges, is amended to read:

75.02.040 Service connections ~~charges~~.

(a) *Generally.* A person applying for sewer service to property not previously connected to the municipal sewer system shall pay a sewer connection charge. The engineer shall in each case charge an amount sufficient to pay for the cost of inspecting the customer line from the street to the building proposed to be served. If a service line from the main to the property has not previously been installed, the applicant shall secure all necessary permits and complete the installation at no expense to the City and Borough.

...

(d) *Installation and maintenance.* The installation and maintenance of service connections shall be performed only by persons duly authorized by the director of engineering and public works. A bond is required in an amount to cover the service installation and any repair for damage to the main, other service lines, and the road structure when the service is proposed to be installed in or repaired in property owned by or controlled by the City and Borough of Juneau. A bond is required in an amount to cover any repair for damage to the main or other service lines when the service is proposed to be installed in or repaired in property owned by or controlled by the State of Alaska.

Section 4. Amendment of Section. CBJ 62.05.010 Permit required, is amended to read:

62.05.010 Permit required.

No person, firm or corporation shall excavate under or on or otherwise disturb the surface or subsurface of any public street, alley, sidewalk, easement or right-of-way owned by or controlled by ~~within the corporate limits of~~ the City and Borough unless such person, firm or corporation is registered and bonded in accordance with the provisions of AS 08.18 and possesses a valid excavation permit issued by the engineering and public works department~~, which permit has been approved by the chief of police and the fire chief of the area in which the excavation is to occur~~. A permit is required whether the public street, alley, sidewalk, easement or right-of-way has been accepted by the City and Borough for maintenance or not. The permit shall be effective only for the period stated in the permit, but an extension may be granted upon the approval of the engineering <u>and public works</u> department ~~and the chief of police and fire chief concerned~~. Where necessary, additional inspection fees may be required before issuance of the extension.

Section 5. 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

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

DATE: June 6, 2019
TO: Michelle Hale, Chair Public Works and Facilities Committee
FROM: Robert Palmer, Municipal Attorney; Rorie Watt, City Manager
SUBJECT: Ordinance 2019-24: Utility Connections in Public Right of Ways

The Southeast Region of the Alaska Department of Transportation and Public Facilities (DOT) has recently made public utility connections for development adjacent to State right of ways nearly impossible again. DOT has unnecessarily increased development costs, delayed development, and caused some development to grind to a halt. DOT refuses to let private developers and other State agencies connect to CBJ water and sewer lines 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. Ordinance 2019-24 would amend the 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.

For background, this dispute with DOT first originated in the spring of 2018 with two utility permits (Permit # 3-296150-18-82, increased water service along North Douglas Highway; Permit # 3-296000-18-78, new sewer service for the Jetty Subdivision). After attempting to negotiate with DOT and providing memos to the prior Governor's staff, CBJ was able to resolve those two permits by getting DOT to issue a three-way utility permit: DOT, private developer, and CBJ. In those permits, the private developer was wholly responsible for installing the utility service, and the CBJ became responsible only after accepting the utility service when it was installed to engineering standards. That three way permit agreement was supposed to be used on all subsequent requests to connect to a CBJ utility in a State right of way. However, DOT has reverted back to its prior position.

Notably, the CBJ is aware of a recent private development in the Mendenhall Valley and a University of Alaska Southeast development that cannot proceed because of DOT's position regarding connection to CBJ utilities. The UAS story is deplorable. UAS has been trying to connect a UAS facility at 11400 Glacier Highway (old NOAA facility) to CBJ water and sewer in a State right of way, but DOT refuses to let UAS do it. Instead, DOT insists that the CBJ sign as UAS (permittee) and indemnify DOT from any damage caused by another State agency, UAS. Such a position would have the CBJ insuring the State from itself.

CBJ staff hopes that Ordinance 2019-24 will remove the keystone to DOT's untenable position such that development can continue along State right of ways. CBJ staff also hopes that DOT will return to issuing three-way permits like it said it would do in 2018.

City and Borough of Juneau
City & Borough Manager's Office
155 South Seward Street
Juneau, Alaska 99801
Telephone: 586-5240| Facsimile: 586-5385

DATE: June 22, 2018

TO: Lance Mearig, PE
Southcoast Region Director
Alaska Department of Transportation

FROM: Rorie Watt, City Manager

RE: Utility Permits and Indemnification for Private Parties

As our staffs have discussed ad nauseum, we have a train wreck coming.

For some time, DOT (at least in this region) has had a practice of not granting utility permits to private parties and has forced local governments to become the "permittee" for private work in State rights-of-ways. Additionally, the State has required local governments to indemnify the State for the actions of these private parties. CBJ counsel advises that CBJ may not legally indemnify the State for actions of private parties for two reasons. In general, the CBJ cannot agree to contractual indemnification because doing so violates our charter and the rule against incurring an obligation without an appropriation duly made. CBJ charter does allow for a narrow exception when the indemnification is required by state or federal law or statute but only when approved by the assembly by ordinance and only to the extent required by law. In the case of indemnifying a private party, as DOT is requesting the CBJ do, the CBJ is also barred due to the Alaska constitutional requirement that public funds only be used for a public purpose.

DOT has refused to budge, based on advice from its AG, who primarily cites to "past practice." I formally request that you escalate review of the Region's permitting practice.

Attached is an Attorney General Opinion from 2005 advising that indemnification constitutes appropriation and that the State as a general rule may not enter into indemnification agreements. In addition to the opinion that indemnification is in essence the incurring of an obligation without an appropriation, please take a look at page 2 and the discussion on the public purpose doctrine.

Second, attached is a page from DOT's utility manual. Again, the same restriction on indemnification appears in the Federal Anti-Deficiency act. However, this section of the manual also provides a model path for qualifying indemnification, and suggests that development of a MOA is a practical solution. CBJ has suggested similar approaches to solve this problem; your AG has rebuffed them all.

Third, the DOT has no basis for not granting a private party reasonable access to and use of a public right of way.

In yesterday's meeting you advised that DOT has used its current language for some time. That is no excuse. It is no surprise that Juneau as one of the larger local governments in the State is now calling this question into light. And, it is not a new issue. I have personally been involved in arguments with the State DOT since 2001 on indemnification.

Practical Matters:

You have a project under construction, utilities must be installed. As proposed by CBJ, DOT should issue a three party permit agreement in which the following occurs:

A. The private permittee is required to meet permit conditions.
B. The contractor for the private permittee will be required to obtain a one-year warranty bond for the installation of the work.
C. The CBJ will agree to accept the utilities for maintenance once they are installed to CBJ standards. The CBJ will indemnify the State for its actions taken in the operation of the utilities in accordance with the ordinance passed by the assembly allowing the CBJ to narrowly indemnify to the extent required by your regulations.

I have also advised the private applicant that I believe the following:

1. I believe that DOT has no rational basis for withholding a right-of-way utility permit from a private applicant.
2. That they should administratively appeal that decision.
3. That denial of issuance of a permit constitutes a taking of property.
4. That since DOT has a policy of not allowing newly constructed roads to be cut up for utilities for five years, that in my opinion they are being irreparably harmed.
5. That they should consider suing for an injunction against paving on the Auke Bay/Glacier Highway project.
6. That I will support them in fighting DOT on this issue in any way possible.

Summary/Conclusion:

As the Regional Director you have the power to make rational decisions, issue permits and know and understand when the AG's are giving you impractical and unsupportable advice.

Solve this problem by issuing a three party permit.

cc: ADOT/PF Commissioner Marc Luiken
Autumn Sapp, CBJ Utility Business Manager
Pat Carrol, P.E., South Coast Region DOT
Paul Simpson, Alaska Legacy Partners
Kevin Jardell, Jardell & Associates
John Hozey, Deputy Chief of Staff to Governor Walker

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

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-27

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

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

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

Section 2. Amendment of Section. CBJ 49.70.1210 Overlay districts, is amended to read:

49.70.1210 Overlay districts.

(a) *Downtown Juneau overlay district.* This article applies to property within the alternative development overlay district for Downtown Juneau as shown on the map dated May 25, 2017. The Downtown Juneau overlay district shall cease to exist and the provisions of this article shall not apply to property within the Downtown Juneau overlay district after August 1, 2020~~2019~~.

(b) *Downtown Douglas overlay district.* This article applies to property within the alternative development overlay district for Downtown Douglas as shown on the map dated May 25, 2017. The Downtown Douglas overlay district shall cease to exist and the provisions of this article shall not apply to property within the Downtown Douglas overlay district after August 1, 2020.

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:
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 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.

WHEREAS, the area of the proposed rezone, Lot 1A, Emerald 3 Subdivision, located at the top of Vista Drive, is currently zoned a mix of D5 and D18; and

WHEREAS, the applicant, JLC Properties Inc., wishes to rezone the entire parcel to D18; and

WHEREAS, the Comprehensive Plan of the City and Borough of Juneau identifies this area of Douglas as Medium Density Residential (MDR) in Land Use Map O; and

WHEREAS, MDR is described as lands characterized by urban residential lands for multifamily dwelling units at densities ranging from 5 to 20 units per acre and that any commercial development should be of a scale consistent with a 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 compact development to increase efficient land use; and

WHEREAS, the Comprehensive Plan vision, policies and its implementing actions, standard operating procedures, and development guidelines support increased residential densities when appropriate infrastructure is in place to serve the development; and

WHEREAS, while the Comprehensive Plan supports increased densities for this area when community infrastructure is in place, the Plan also recognizes constraints in road capacity and seeks sensitivity to physical constraints such as habitat, drainage, and topography; and

WHEREAS, future development of the site may require engineering for slopes, drainage, and traffic; and

WHEREAS, the D18 zone district is described as intended to accommodate primarily multifamily housing at a density of up to 18 dwelling units per acre; and

WHEREAS, rezoning the lot from a mix of D5 and D18 to all D18 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 1A, Emerald 3 Subdivision, located at the top of Vista Drive, from a mix of D5 and D18 to D18.

The described rezone is shown on the attached Exhibit "A."

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

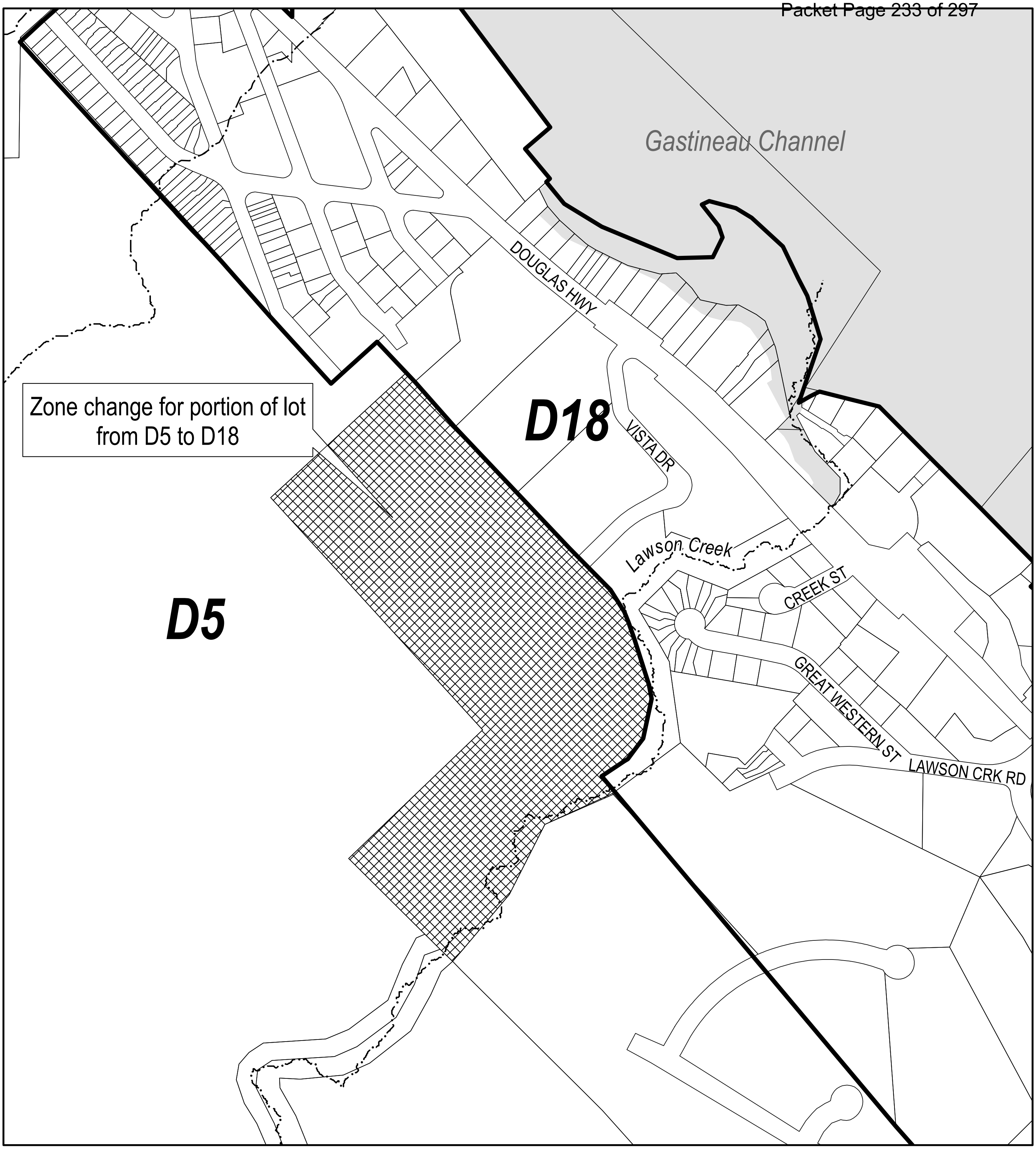
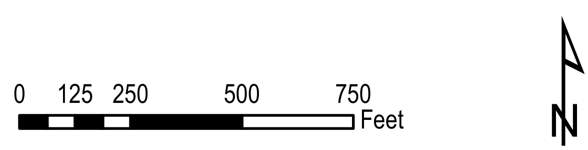


EXHIBIT A - Ord. No. 2019-28

Zone change for portion of
LOT 1A, EMERALD 3 SUBD.
from D5 to D18



Map created: 6/5/2019

Project source: P:\quinn\Projects\CDD\zoning_ordinances_5.mxd

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

CORRECTED

PLANNING COMMISSION
NOTICE OF RECOMMENDATION
Date: June 12, 2019
Case No.: AME2018 0014

City and Borough of Juneau
City and Borough Assembly
155 South Seward Street
Juneau, AK 99801

Proposal: Planning Commission Recommendation to the City and Borough Assembly regarding a request to rezone ~28 acres near Vista Drive from D5 and D18 to D18.

Legal Description: Lot 1A, Emerald 3

Parcel Code Number: 2D040C050074

Hearing Date: May 14, 2019

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated May 6, 2019, and recommended that the City and Borough Assembly adopt staff's recommendation for approval to rezone approximately 27.88 acres from a mix of D5 (Single-family, 5 units per acre) and D18 (Multi-family, 18 units per acre) to D18. The Planning Commission found that this proposed expansion of the adjacent D18 zone district substantially conforms to the maps of the Comprehensive Plan.

Attachments: May 6, 2019 memorandum from Beth McKibben, AICP, Senior Planner, Community Development, to the CBJ Planning Commission regarding AME2018 0014.

This Notice of Recommendation constitutes a recommendation of the CBJ Planning Commission to the City and Borough Assembly. Decisions to recommend an action are not appealable, even if the recommendation is procedurally required as a prerequisite to some other decision, according to the provisions of CBJ 01.50.020 (b).

City and Borough Assembly
Case No.: AME2018 0014
June 12, 2019
Page 2 of 2

Project Planner: ____________________ Beth McKibben, AICP, Senior Planner Community Development Department	____________________ Benjamin Haight, Chair Planning Commission
____________________ Filed With Municipal Clerk	6/20/2019 Date

cc: **Plan Review**

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

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

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

DATE: May 6, 2019

TO: Planning Commission

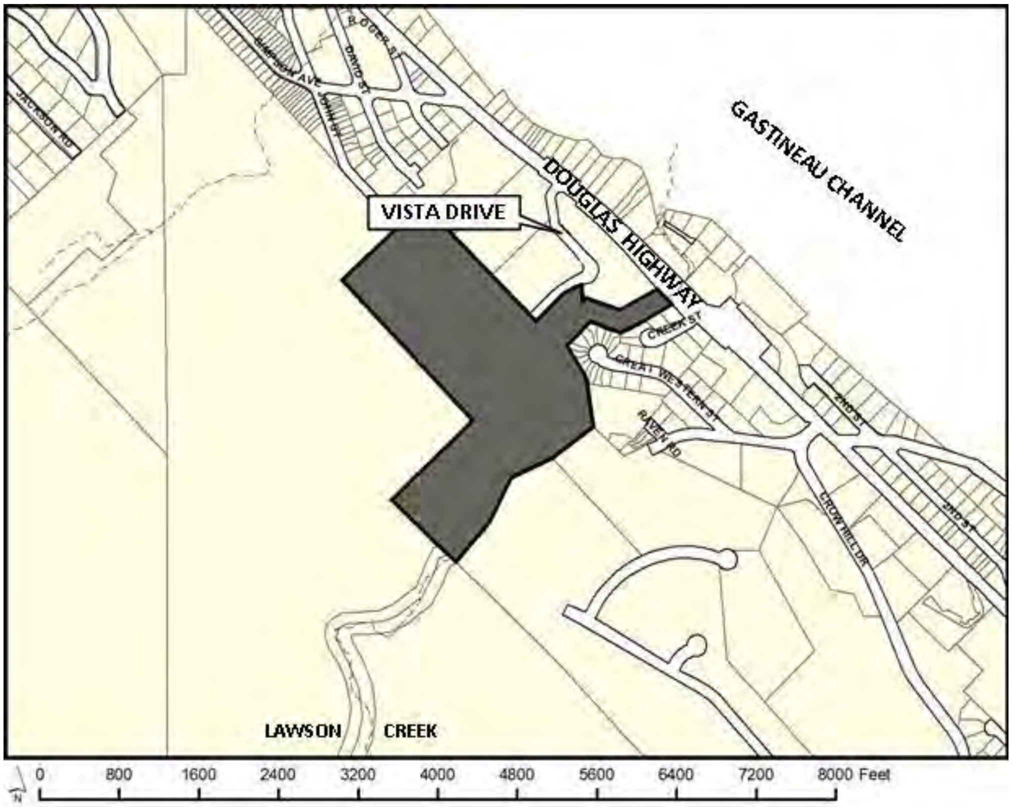
FROM: Beth McKibben, AICP, Senior Planner
Community Development Department

FILE NO.: AME2018 0014

PROPOSAL: A request to rezone ~28 acres near Vista Drive from D5 to D18

Applicant:	JLC Properties Inc.
Property Owner:	JLC Properties Inc.
Property Address:	N/A
Legal Description:	Lot 1A, Emerald 3 Subdivision
Parcel Code No.:	2D040C050074
Site Size:	27.88 acres
Comprehensive Plan Future Land Use Designation:	MDR – Medium Density Residential – Map O
Zoning:	D5 – single family residential, 5 units per acre
Utilities:	Public Water & Sewer
Access:	Vista Drive
Existing Land Use:	Vacant
Surrounding Land Use:	North - Multifamily Residential (D-18) South - Vacant (D-5) East - Multifamily & 2-unit common wall Residential (D-18) West - Vacant (D-5)

VICINITY MAP



ATTACHMENTS

A – Application
B – Agency Comments
C – Public Comments
D – Neighborhood Meeting Materials
E – 2013 Volunteers of America Traffic Impact Analysis Current & Projected Level of Service
F – Site Map

INTRODUCTION

The City and Borough of Juneau (CBJ) Land Use Code states in CBJ 49.10.170(d) that the Commission shall make recommendations to the Assembly on all proposed amendments to this title, zonings and re-zonings, indicating compliance with the provisions of this title and the Comprehensive Plan.

PROPOSAL

The applicant requests a rezone of 27.88 acres from D-5 Residential to D-18 Residential. The rezone request is for one currently vacant tract of land. Initially, the application was for a mix of D-10 and D-18 zoning. After submittal, the applicant amended the application to only seek D-18 zoning. In the project narrative, the applicant states the intent to develop the lower portion of the site with multi-family housing and the upper portion of the site with small, single-family homes, or stand-alone, multi-family housing on commonly owned land. The rezone application was originally submitted in July, 2015. However, the applicant asked CDD to not take action at that time. In July, 2018, the applicant resubmitted the application, and it was given a new case number.

BACKGROUND

The project site is currently vacant. It is accessed by Vista Drive, which dead ends at the edge of the property. It was originally a part of the Crow Hill Subdivision, which was further subdivided several times over the years. Most recently, in 2016, a re-plat of lots 1 and 2 of Emerald 3 Subdivision was completed to dedicate Vista Drive as a public right-of-way through the Volunteers of America (VOA) multi-family housing project.

In 1969, the site was zoned R40, Residential Reserve, which was intended to allow for low density rural development and to also serve as a holding zone “from which changes may be made as the community grows or as needs for various types of land uses are determined.” The 1983 Comprehensive Plan designated the site as Medium Density Residential (MDR). The 1988 Comprehensive Plan update amended the land use designation to Urban Low Density (UDLR). In 1987, it appears the site was zoned both D-5 and D-18. In 1990, Ordinance 90-42 rezoned the entirety of the parcel to D-5. The staff report stated that the reason for the reduction in density was due to poor access. The report stated that the only feasible access was through an extension of David Street, which had poor design characteristics and ran through a residential neighborhood. Since that time, David Street has been paved and the intersection with Douglas Highway was widened to improve visibility. John and David Streets are further discussed in the “Public Services” section of this report. In 1996, Vista Drive was dedicated, and in 2014, as mentioned above, it was extended to the subject parcel. The 1995 Comprehensive Plan land use maps continued to designate the site as ULDR. The 2008 Comprehensive Plan changed the land use designation to MDR.

AGENCY COMMENTS

CBJ General Engineering, Engineering, Lands, the Building Division, and Alaska Electric Light & Power (AEL&P) have no concerns with the rezone request. CBJ Streets & Fleet and Capital City Fire & Rescue comments are addressed under “Public Services”, below. Alaska Department of Transportation and Public Facilities (DOT&PF) comments are discussed below under “Public

Services". The Alaska Department of Fish and Game (ADF&G) comments are addressed under "Habitat". All agency comments are found in Attachment B.

PUBLIC COMMENTS

At the time of writing this staff report, 19 public comments were received and are included in Attachment C. Public comments cover a wide range of issues and concerns. The majority of comments received are from residents of neighboring condominium developments. Concerns identified include, but are not limited to, impacts to traffic at the intersection of Vista Drive and Douglas Highway, extending right-of-way (and subsequently traffic) onto David Street, traffic at the roundabout, and general concerns of road capacity; hillside development and slope stability/drainage; impacts to Gastineau Elementary School; water and sewer capacity; and impacts to wildlife. Many of the commenters question the consideration of a rezone request without a specific development plan (this is addressed, below, in the "Analysis" section).

PUBLIC OUTREACH

On March 27, 2019, CDD staff hosted a neighborhood meeting at the Douglas Library. Invitations were mailed to owners of properties within 750 feet of the project site; the meeting was posted to the CBJ online calendar, and was noticed in the newspaper 6 days in advance. This meeting was facilitated by CDD Senior Planner, Beth McKibben. Laurel Christian, Planner I, and Alexandra Pierce, Planning Manager, also attended to help and take notes. The meeting was well attended with 30 people signing in. The meeting materials, sign in sheets, and notes are found in Attachment D. The purpose of the meeting was to provide information, respond to questions, and to get a sense of concerns that the neighborhood might have so that issues could be addressed in advance of the public hearing with the Planning Commission. CDD staff explained the rezone process, and the applicant explained his concepts and responded to questions. A short summary of concerns raised include: steepness of the site, Vista Drive, potential impacts to downhill neighbors from uphill development, traffic impacts, and impacts to Gastineau Elementary School.

ANALYSIS

The rezone request for the subject property is for D-18 zoning. As stated above, members of the public have questioned the consideration of a rezone without a specific development proposal. Although understanding an applicant's development plan may be helpful to the neighborhood, there is no mechanism that CBJ can use to guarantee, or require, that the site be developed with a specific proposal. The review of a rezone evaluates all of the possible uses that may be permitted in a proposed zoning district and their conformance with the Comprehensive Plan maps and policies.

Public Services

City sewer and water are available to serve the site. CBJ Engineering (Attachment B) indicates that water capacity is sufficient. Potentially, construction at the higher elevations could encounter water pressure challenges. Because the water pressure to the VOA development is so strong, water pressure has to be reduced; therefore pressure is not expected to be a problem. The site is served by an 8-inch sewer line. It is expected to have adequate capacity and will be evaluated when there is a specific development proposal.

The property is currently accessed by Vista Drive, which has a 50-foot-wide right-of-way. There is a 5-foot-wide side walk on one side of the street. This CBJ maintained street has a 26-foot-wide paved travel way. Vista Drive intersects with Douglas Highway. Douglas Highway is controlled by the DOT&PF and is classified as a Major Collector. Douglas Highway has two 12-foot paved lanes with 8-foot shoulders, curb/gutter, and street lighting. A new sidewalk was recently extended from Vista Drive to Gastineau Elementary School.

Capital Transit provides bus service every half-hour along Douglas Highway seven days a week. Douglas Highway has a daily traffic volume of between 6,000 to 8,500 trips per day. The morning peak hour (7:15 am to 8:15 am) count on Douglas Highway in September, 2013, was 612 vehicles, and the evening peak hour (5:00 pm to 6:00 pm) vehicle count was 647 vehicles. The morning peak hour included seven bikes/pedestrians with the evening peak hour showing four bikes/pedestrians. The bikes used the shoulder area while the pedestrians used the paved pedestrian trail. These 2013 counts were a part of the Traffic Impact Analysis (TIA) completed for the VOA housing project. According to that TIA, the sight distance for vehicles entering Douglas Highway from Vista Drive meets standards in both directions. At the time of the TIA, brush along the west side of Douglas Highway south of Vista Drive was encroaching on that sight distance.

The TIA completed in 2013 included existing and projected Level of Service (LOS) for the VOA housing with a maximum build-out of 75 units. The TIA estimated 440 daily vehicle trips at full build (75 units). A copy of those projections is found in Attachment E. LOS was not projected to decline for Vista Drive or Douglas Highway with the additional 75 units.

DOT&PF has noted that a development expected to generate more than 100 trips in a peak hour will be required to provide a TIA. The TIA will also need to show what mitigation steps will be taken, if they are required. DOT&PF also states that more detailed information will be needed regarding driveway approaches on DOT rights-of-way. During the neighborhood meeting, it was asked if DOT&PF would consider installing a roundabout at the intersection of Douglas Highway and Vista Drive. Staff followed up with DOT&PF, and they indicated that mitigation steps could range from the installation of a turn lane to a signalized intersection. DOT&PF is required to evaluate a roundabout before a signalized intersection.

Per CBJ Land Use Code Title 49.40.300(a)(3), a TIA is required when a development is projected to generate more than 500 average daily trips (ADT). When more than 250 ADT but fewer than 500 ADT is projected, the CDD Director can determine whether or not a TIA is required.

DOT&PF requires a TIA based on projections for peak hours, and CBJ requires a TIA based on projections for ADT. If the site is not rezoned and remains D-5, there is potential for approximately 140 single family homes. The requested rezone, if approved at D-18 zoning, may allow more than 500 additional units (not taking into consideration the limitations of topography, streamside setbacks, and other requirements such as parking). Additionally, a variety of non –residential uses could be permitted. However, none of these trips are triggered by a rezone; only the development or subdivision of the property would prompt the requirement for a TIA based upon a proposal. At the time an application is submitted for a specific development permit and/or Conditional Use Permit for the subject parcel, the applicant may be required per code to provide a TIA for their proposed development or subdivision on this parcel.

As mentioned above, the site is accessed via Vista Drive. It does not currently have frontage on any other right-of-way. When the VOA project was developed, the waterline was extended from the end of John Street across CBJ land and the subject parcel to the VOA site. Potentially, a right-of-way could be dedicated across this utility line and a street constructed. David Street could also potentially be extended, but there is privately owned property between the end of the street and the subject property and obtaining right-of-way could be challenging. Both John Street and David Street have a 50-foot-wide right-of-way and 24-foot-wide paved travel way, which is maintained by CBJ. David Street has a sidewalk on one side, and John Street does not have any sidewalks. A wall of bedrock exists at the current end of John Street. Widening the road to CBJ street standards would be challenging. Additionally, the intersections of both John Street and Douglas Highway, and David Street and Douglas Highway, have geometry which may need to be improved for better safety if additional traffic is added. Capital City Fire and Rescue stated “the connection between Vista Drive and John Street would take care of fire apparatus access requirements”. Two fire apparatus accesses are required for developments with more than 200 units. The ability of this access to provide necessary fire apparatus access will need to be evaluated prior to any development large enough to require two fire apparatus accesses.

CBJ Streets has stated that an extension of Vista Drive into the subject property will require a turnaround unless it ties into John Street or David Street. CBJ Streets prefers a second street access to the parcel to allow future residents options for reaching Douglas Highway. As stated above, this would also be reviewed at the time of application for a specific development permit and/or Conditional Use Permit for the subject parcel.

During the neighborhood meeting, it was asked if Capital Transit would be routed up Vista Drive when it is extended for future development of the subject site. Capital Transit has indicated at this time that buses would not be routed up Vista Drive. There is a Capital Transit bus stop at the bottom of Vista Drive on Douglas Highway, more than 1 mile from the subject property.

Habitat

Lawson Creek borders one side of the subject parcel. ADF&G states the lower reach of Lawson Creek is a cataloged anadromous stream, important for chum salmon, pink salmon, and Dolly Varden. Approximately 1,000 feet upstream from the mouth is a barrier to fish passage, but Dolly Varden may be present above the barrier. The site, and surrounding area, provide habitat suitable to black bear and deer. ADF&G regularly receive calls about black bears in the trash in this area. ADF&G states that future high density development will likely increase impacts on wildlife and increase human/wildlife conflicts. Future development will not likely need ADF&G fish habitat permits.

Slopes and Drainage

There is a steep ravine surrounding Lawson Creek. Other areas of the site are steep. Even the relatively level areas of the site are sloping. Portions of the site contain wetlands. Concerns have been raised from neighboring property owners about drainage and slope stability. Development on hillsides is pursuant to a Hillside Endorsement which must be obtained prior to site work (other than survey, engineering, and soils exploration) if the work is applicable to CBJ 49.70 Article II. Specifically, excavation or creation of slopes in excess of 18% will require a Hillside Endorsement. Due to the topography of the subject parcel, future development will likely be required to comply with this section of code. In general terms, the Hillside Endorsement is intended to address construction on hillsides and to protect both the development and adjacent properties during and after construction. Engineered drawings are required. If a Hillside Endorsement is approved, the applicant may apply for building and grading permits. Grading permits require engineered drawings and involve regular inspections by CBJ Engineering staff and the project engineer. Both of these permitting mechanisms are in place to ensure that drainage and slopes are appropriately addressed both during and after construction. Future development of the site may be subject to a Storm Water Prevention and Pollution Permit from the Alaska Department of Environmental Conservation. The applicant has stated in the narrative that a wetlands delineation has been completed. A US Army Corps of Engineers permit for fill may be required for future development. As with the TIA, only the development or subdivision of the property would prompt the requirements for these permits.

Zoning Districts

The subject parcel is currently zoned D-5, and the applicant is seeking a rezone to D-18. The Land Use Code describes the zoning districts as follows:

49.25.210 Residential districts.

The following districts are established to provide a healthy, safe and pleasant environment for residential living protected from incompatible and disruptive activities:

(c) D-5, residential district, is intended to accommodate primarily single-family and duplex residential development at a density of five dwelling units per acre. D-5 zoned lands are located in the urban service boundary and are served or can be served by public water and sewer.

(f) The D-18, residential district, is intended to accommodate primarily multifamily development at a density of 18 dwelling units per acre. This is a high density multifamily zoning district intended to accommodate midrise-type development.

Table of Dimensional Standards Existing site ~28 acres	**D-5 (5 du/acre)**	**D-18 (18 du/acre)**
Maximum Number of Units	140	518
Maximum Height Limit	35 feet	35 feet
Maximum Lot Coverage	10%	50%
Vegetative Cover	20%	30%
Minimum Lot Size	7,000 sq. ft.	5,000 sq. ft.
Minimum Lot Width	70 feet	50 ft.
Minimum Lot Depth	85 feet	80 ft.
Minimum Front Yard Setback	20 feet	20 feet
Minimum Street Side Yard Setback	13 feet	13 feet
Minimum Side Yard Setback	5 feet	5 feet
Minimum Rear Yard Setback	20 feet	10 feet

Title 49 provides several opportunities for a developer to obtain density bonuses. CBJ 49.60 allows a density bonus to be granted for major development. A major development is one that requires an approved Conditional Use Permit. In the D-5 zoning district, a residential development with more than 2 dwelling units is a major development. In the D-18 zoning district, a residential development of 9 or more dwelling units, 9 or more bedrooms leased on a daily basis, or a non-residential building with more than 5,000 square feet or more than 10,000 square feet of land is a major development. The residential density may be increased up to 10 percent for every seven bonus points awarded. Bonus points can be earned by protecting sensitive areas, providing public access to sensitive areas, or dedicating sensitive areas to the

CBJ. Bonuses can also be earned for other site amenities and improvements for certain public services or increasing vegetative cover.

CBJ 49.15 Article VI, Planned Unit Developments (PUD) also provides a mechanism to earn up to a 15 percent increase in density. PUDs are allowed in D-5 and D-18 zoning districts. The Planning Commission may award density bonuses as an incentive to add enhancements. Enhancements include, but are not limited to, common open space and undisturbed open space along important natural waterbodies.

CBJ 49.15.900 Article IX, Alternative Residential Subdivisions (ARS) provides for an increase in density up to 50 percent of the base zoning in the D-5 zoning district and up to 25 percent in the D-18 zoning district. As with the PUD, density bonuses are awarded as an incentive for enhancements to the development. Enhancements include, but are not limited to, increased open space, undisturbed open space along important natural waterbodies, and preservation of view corridors.

The table on the previous page illustrates the maximum number of dwelling units for the D-5 and D-18 zoning districts. Density bonuses are possible in both of these districts. As discussed above, the site has steep slopes, ravines, and wetlands. Much of site is not suitable for development or easily developed. Additionally, there is a height limit of 35 feet. Given these constraints, combined with the need to dedicate land for parking, streets or public access easements, and meet lot coverage and vegetated cover requirements, it is unlikely that the site could be developed to the maximum number of dwelling units allowed by D-18 zoning. As an example, the VOA project downhill from the project site is zoned D-18 and has a maximum density of approximately 118 dwelling units. It was developed with 75 units at the maximum building height, parking requirements, vegetative cover requirements and hillside protection.

The applicant stated at the neighborhood meeting that D-18 zoning provides the most flexibility for the site. The table above shows how that flexibility can be obtained, with smaller lot sizes and reduced lot depth. Density from the difficult-to-develop areas of the site can be “clustered” in the more easily developed areas.

Examples of Uses in D-5 vs. D-18 Zoning Districts		
	D-5	**D-18**
Single-family residential, duplexes	Dept.	Dept.
Multifamily	Not allowed	Dept./CUP
Bed & Breakfasts, Rooming Houses	CUP	Dept./CUP
Hotels, Motels	Not allowed	Not allowed
Offices not greater than 1,000 sq. ft.	CUP	CUP
Offices greater than 1,000 sq. ft. but not more than 2,500 sq. ft.	Not allowed	CUP
Offices greater than 2,500 sf	Not allowed	Not allowed
Light manufacturing	Not allowed	CUP
Medium Manufacturing	Not allowed	Not allowed
Churches, synagogues, temples	CUP	CUP
Social, fraternal halls, union halls	Not allowed	Not allowed
Health care clinic	Not allowed	CUP
Day care center	CUP	CUP

The table above illustrates some uses that may or may not be permitted in the D-5 and D-18 zoning districts. The greatest difference between the two zoning districts is that the D-5 zoning district does not allow multifamily development. D-5 zoning districts can accommodate cottage housing, PUDs and ARS's, which may allow for clustered developments of units on smaller sites as an alternative to a typical single family subdivision. The D-18 zoning district, through the Conditional Use Permit process, may allow for offices up to 2,500 square feet in size and light manufacturing uses and allows for clustered developments, such as a PUD and an ARS.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

As discussed above and further in the report, the proposed zoning district and the uses allowed therein must be found to substantially conform with the maps of the Comprehensive Plan. "Substantial" is commonly defined as: essentially, without material qualifications, in the main, in substance, materially, in a substantial manner.

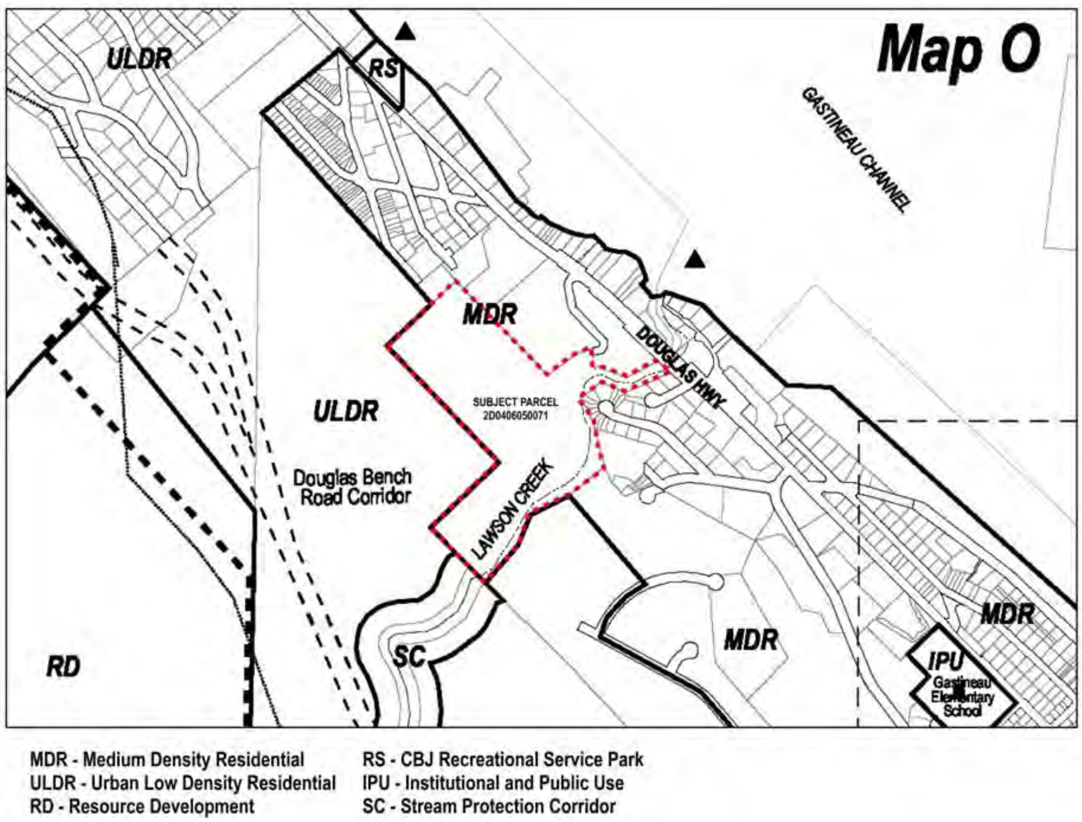
2013 Comprehensive Plan

The introduction of the Comprehensive Plan states that the Plan should be *considered regularly and used by residents, the Planning Commission, and the Assembly to guide its' decisions and* *resource allocations and it must be kept current to reflect community values, resources, constraints and opportunities. Discussions related to community growth, redevelopment, capital and social improvements, or budget, must occur in consultation with the Plan. This is not to say that the Plan will be infallible or that it is cast in concrete. It should, however, bring into focus sufficient information and data so that the best possible considered and objective judgments can be made, using the most current data available when the data in the Plan is out of date*.

This property is located within the Urban Service Area Boundary (USAB). The Plan discusses compact infill development within the USAB. A development would build *to the maximum density allowed by the zoning district within which the property lines, provided that road and intersections serving the new development have adequate capacity and levels of service to accommodate the proposed intensity of development. Building lands should be developed as medium- to high-density affordable housing or mixed residential and commercial developments wherever is possible and practicable. This is particularly true for lands located within walking distance (approximately one-quarter mile) of public transit service*. (p.15)

The property requested to be rezoned is located in Subarea 9 of the 2013 Comprehensive Plan (Map O). The Plan designates the subject property as MDR, Medium Density Residential. Page 147 of the 2013 Comprehensive Plan describes MDR as follows:

> *These lands are characterized by urban residential lands for multifamily dwelling units at densities ranging from 5 to 20 units per acre. Any commercial development should be of a scale consistent with a single-family residential neighborhood, as regulated in the Table of Permissible Use (CBJ 49.25.300).*



The current zoning of D-5, as well as the D-18 zoning district, both conform with the maps of the Comprehensive Plan. The following policies should also be considered when evaluating the requested rezone:

<u>From Chapter 3 – Community Form</u>

POLICY 3.1. TO BALANCE AVAILABILITY OF SUFFICIENT LAND WITHIN THE DESIGNATED URBAN SERVICE AREA BOUNDARY THAT IS SUITABLY LOCATED AND PROVIDED WITH THE APPROPRIATE PUBLIC SERVICES AND FACILITIES TO MEET THE COMMUNITY'S FUTURE GROWTH NEEDS AND THE PROTECTION OF NATURAL RESOURCES, FISH AND WILDLIFE HABITAT AND SCENIC CORRIDORS.

3.1 – DG2 *(Development Guideline) When considering rezoning applications of land located within the Urban Service Area from a non-residential zoning district to a residential or mixed use district; from a low-density residential district to a higher-density residential district; or from a lower building height district to a higher building height district, promote the development of new medium- (10 to 20 dwelling units per gross acre) to high-density (30 to 60 or more units per gross acre) residential developments that include dwelling units affordable to low-income households as a condition of the rezoning. The affordable units should be dispersed throughout the* *development, constructed at the same time as the market-rate units, and priced or rented to households with incomes no greater than 80 percent of the City and Borough of Juneau's Median Family Income (MFI) level by household size, as established annually by the U.S. Department of Housing and Urban Development (HUD).*

POLICY 3.2. TO PROMOTE COMPACT URBAN DEVELOPMENT WITHIN THE DESIGNATED URBAN SERVICE AREA TO ENSURE EFFICIENT UTILIZATION OF LAND RESOURCES AND TO FACILITATE COST EFFECTIVE PROVISION OF COMMUNITY SERVICES AND FACILITIES WHILE BALANCING PROTECTION OF NATURAL RESOURCES, FISH AND WILDLIFE HABITAT AND SCENIC CORRIDORS.

The subject parcel is within the Urban Service Area Boundary and is provided with public services such as utilities and transportation. The Comprehensive Plan promotes higher density within the Urban Service Area. Affordable housing should be considered where infill development is created.

From Chapter 4, Housing

POLICY 4.1. TO FACILITATE THE PROVISION AND MAINTENANCE OF SAFE, SANITARY AND AFFORDABLE HOUSING FOR CBJ RESIDENTS.

POLICY 4.2. TO FACILITATE THE PROVISION OF AN ADEQUATE SUPPLY OF VARIOUS HOUSING TYPES AND SIZES TO ACCOMMODATE PRESENT AND FUTURE HOUSING NEEDS FOR ALL ECONOMIC GROUPS.

4.2 – SOP 1 *(Standard Operating Procedure) Designate on the Comprehensive Plan Land Use Maps adequate sites and supporting infrastructure within the Urban Service Area Boundary to accommodate a diversity of housing types, size, price and types of neighborhood scale and character to satisfy the desires of all residents.*

POLICY 4.3 TO DESIGNATE ON LAND USE MAPS AN ADEQUATE SUPPLY OF BUILDABLE LAND WITHIN THE URBAN SERVICE AREA, AND PARTICULARLY ALONG TRANSIT CORRIDORS, FOR RESIDENTIAL USE AT DENSITIES THAT CAN PRODUCE HOUSING AFFORDABLE TO ALL ECONOMIC GROUPS.

4.3 – SOP 1 *(Standard Operating Procedure) Monitor, and when necessary, designate an adequate amount of vacant land for residential development on the Comprehensive Plan Land Use Maps. Densities within the USAB and New Growth Areas should foster compact development at medium- to high-densities. As a target goal for compact development, a minimum density of ten dwelling units per acre for residentially-zoned lands within the USAB would make prudent and efficient use of these limited land* *resources. A density of 30 dwelling units per acre, or greater, along major transit corridors is recommended to produce affordable housing and to make efficient use of transit services therein.*

4.3 – IA1 *(Implementing Action) Amend the Title 49 Land Use Code to allow rezoning requests to medium-to-high density districts within the Urban Service Area to be requested by a property owner at any time of the year.*

4.3 – IA3 *(Implementing Action) Designate suitable land within one-quarter mile distance from public transit routes from Auke Bay to downtown Juneau as a Transit Oriented Corridor (TOC) overlay zoning district within which medium-to-high-density housing in wholly residential or mixed use developments and with lesser parking requirements would be allowed.*

POLICY 4.8. TO BALANCE THE PROTECTION AND PRESERVATION OF THE CHARACTER AND QUALITY OF LIFE OF EXISTING NEIGHBORHOODS WITHIN THE URBAN SERVICE AREA WHILE PROVIDING OPPORTUNITIES FOR A MIXTURE OF NEW HOUSING TYPES.

<u>From Chapter 7 – Natural Resources and Hazards</u>

POLICY 7.7 TO PROTECT, MAINTAIN AND IMPROVE SURFACE WATER, GROUNDWATER AND MARINE WATER QUALITY IN ITS JURISDICTION SO THAT ALL WATERS ARE IN COMPLIANCE WITH FEDERAL AND STATE WATER QUALITY STANDARDS AND CONTINUE TO ALLOW AQUATIC LIFE TO THRIVE.

7.7 – DG1 *(Development Guideline) Ensure that stream corridors, surface waters, and associated riparian buffer areas receive greater attention in the local permitting process through adherence to the most recent version of the CBJ Manual of Stormwater Best Management Practices (BMPs) and adoption of additional requirements or criteria that protect these areas and waters if needed. One of those BMPs is the appropriate removal and storage of snow in residential subdivisions and commercial developments. Snow should be stored away from streams, preferably in upland areas where good vegetation will trap excess sediment before entering stormwater systems or waterways. This is particularly important where large surface areas are plowed, such as on airport property or parking lots near anadromous fish streams.*

<u>From Chapter 10 – Land Use</u>

POLICY 10.2. TO ALLOW FEXIBILITY AND A WIDE RANGE OF CREATIVE SOLUTIONS IN RESIDENTIAL AND MIXED USE LAND DVELOPMENT WITHIN THE URBAN SERVICE AREA.

POLICY 10.3 TO FACILITATE RESIDENTIAL DEVELOPMENTS OF VARIOUS TYPES AND DENSITIES THAT ARE APPROPRIATELY LOCATED IN RELATION TO SITE CONDITIONS, SURROUNDING LAND USES, AND CAPACITY OF PUBLIC FACILITIES AND TRANSPORTAITON SYSTEMS.

10.3 – SOP 1 *(Standard Operating Procedure) Designate various categories of residential density on the Comprehensive Plan Land Use Maps and the Land Use Code maps based on evaluation of the following criteria:*

A. Physical site conditions including slope, areas of natural hazard, wetlands, watershed value, and/or high value natural resources;
B. Access and capacity of adjacent streets and intersections. Arterial streets should have limited, and controlled, access from local or collector streets;
C. Availability of public facilities and services, especially municipal water and sewer systems and, for low- to medium-income affordable housing or high-density residential development, proximity to public transit;
D. Compatibility of various zoning districts and land use designations with the scale and massing of surrounding neighborhoods with regard to building height and orientation, but not necessarily with regard to similar density, as the CBJ seeks to make the most efficient use of residentially-buildable lands;
E. Potential of specific sites to accommodate the proposed density including size and shape of property and adequacy of internal circulation, parking, screening and privacy; and/or,
F. Distance from incompatible land uses that may generate offensive or nuisance off-site impacts to new residential development, including noise, dust, fumes, malodors and/or heavy truck traffic.

POLICY 10.5. THAT RESIDENTIAL DEVELOPMENT PROPOSALS, OTHER THAN SINGLE-FAMILY RESIDENCES, MUST BE LOCATED WITHIN THE URBAN SERVICE AREA BOUNDARY OR WITHIN A DESIGNATED NEW GROWTH AREA. APPROVAL OF NEW RESIDENTIAL DEVELOPMENT PERMITS DEPENDS ON THE PROVISION OR AVAILABILITY OF NECESSARY PUBLIC AMENITIES AND FACILITIES, SUCH AS ACCESS, SEWER, AND WATER.

10.5 - SOP2 *(Standard Operating Procedure) Maintain the provisions in the Land Use Code that require developers to provide for access, facilities, and services prior to final plat approval.*

10.5 - SOP3 *(Standard Operating Procedure) Amend the Land Use Code to allow appropriate urban densities in areas served by community sewer and water systems, being cognizant of the desire to maintain the rural, suburban or urban character of the existing surrounding neighborhoods.*

Guidelines and considerations of Subarea 9 that are relevant to the proposal:

1. *Provide for additional medium-high density residential development in areas with access to arterials and served by municipal sewer and water and adequate road intersection capacity (to Level of Service D or better).*
7. *There are several parcels of private land that could be further developed into multifamily structures as well as some CBJ-owned parcels above Crow Hill that should be developed into medium-to-high density, low-to-moderate-income affordable housing when sewer and roadway capacities can adequately (LOS D or better) serve the new development.*
8. *Future development in North Douglas, West Juneau or downtown Douglas will require improvements to the Tenth Street and Egan Drive intersection and may require additional traffic capacity on Juneau-Douglas Bridge. These two congestion points limit additional residential development on Douglas Island and impede CBJ's progress in promoting and facilitating the construction of affordable housing.*

<u>2015 Juneau Economic Development Plan</u>

The 2015 Juneau Economic Development Plan is incorporated into the Comprehensive Plan in CBJ Code 49.05.200(b)(1)(N). The proposed rezone does not specifically address any of the eight economic development initiatives identified in the Plan. However, the rezone indirectly addresses one of the economic development planning concepts and practices listed in Chapter Two, as follows:

> *Land availability - an adequate supply of appropriately zoned land is available for commerce and industry, as well as residential development. This includes access to the land needed to support commercial, industrial, and other development. This also includes zoning that supports neighborhood- based small business growth that creates jobs and provides services which area residents and the community need. This type of small business development and growth also supports quality of life and walkable mixed-use neighborhoods.*

The proposed zone change from D-5 to D-18 may create more opportunities for higher density residential development, in substantial conformance with the Plan.

<u>2016 Housing Action Plan</u>

The Housing Action Plan (HAP) was adopted by Resolution 2780 in 2016. HAP is not adopted as an element of the Comprehensive Plan, and therefore rezone requests are not required to be in conformance with this plan. However, the HAP represents official policy in regard to housing in Juneau. Several of the recommendations are relevant to this requested rezone.

The objective of the HAP is to create fluidity in Juneau's housing market, create an inviting place for workers and families new to the borough to call home, and enable seniors to age in the community. The HAP states that Juneau cannot afford to build infrastructure and then allow low-intensity development to use it. That is the very definition of private gain at public expense. The cost of such infrastructure is too high, and allowing low-intensity development to benefit from expensive infrastructure means the rest of the community is paying to subsidize the infrastructure for those areas. The HAP recommends that CBJ evaluate areas that need to be "up-zoned" – areas that would be appropriate for greater residential density or switched from residential only to mixed-use areas.

Discussion

The 2013 Comprehensive Plan advises aiming to promote the highest and best use of property, as follows:

> *In considering re-zoning requests, the Planning Commission and the Assembly should aim to promote the highest and best use of the land under consideration and all new zoning or re-zoning designations are required to be substantially consistent with the Comprehensive Plan and associated land use maps. In some cases, the highest and best use may be increased density or more intensive use of the land; in other cases, the highest and best use may be preservation in an undisturbed state for purposes of habitat preservation, flood control, or providing a buffer between development and areas subject to natural hazards.* (Page 147)

As previously stated, the D-5 and D-18 zoning districts are consistent with the MDR land use designation. The policies of the Plan must be used to further evaluate the available options, to determine the "highest and best use of the land under consideration". The Comprehensive Plan vision, policies and its implementing actions, standard operating procedures, and development guidelines support increased residential densities when appropriate infrastructure is in place to serve the development. Additionally, the Plan supports clustered development in order to preserve natural resources and habitat, while also taking into account key features of the site, as well as providing development in an affordable manner. The PUD, ARS, and Cottage Housing uses allow for clustered development in single-family zone districts. Clustered development is allowed in multifamily zone districts, using these processes or the Conditional Use Permit process. In order to receive density bonuses and obtain clustered development, which results in preserving onsite natural resources while also lowering infrastructure costs, developers may seek rezones to have parcels become multifamily zone districts because PUDs and Cottage Housing development are seen as too cumbersome and regulatory.

Douglas Highway is a major transit route and, as noted above, the Comprehensive Plan supports increased densities along transit corridors. The 2013 update to the Comprehensive Plan has a twenty-year planning horizon. It is envisioned that what is identified within the

Comprehensive Plan should be realized within that twenty-year term. While the Plan supports increased densities for this area when community infrastructure is in place, the Plan also recognizes constraints in road capacity and seeks sensitivity to physical constraints such as habitat, drainage, and topography. Future development of the site may require engineering for slopes, drainage, and traffic, regardless of zoning.

Concerns from the public have been raised regarding traffic, drainage, slopes, and wildlife. It is unlikely that the intersection of Vista Drive and Douglas Highway will maintain a LOS of D, as recommended by the Comprehensive Plan and required by Title 49, if the site is developed at D-18 maximum densities and an alternative access is not provided. Furthermore, there are concerns about sufficient fire apparatus access if the site is built to the maximum density. A TIA is likely to be required for development of the site. The study would evaluate the specific development proposal and determine if acceptable LOS could be maintained or require mitigation to maintain an acceptable LOS.

COMPLIANCE WITH CBJ LAND USE CODE

Rezone Procedure

Title 49, the Land Use Code, establishes the following process for rezones:

> **CBJ 49.75.110 - Initiation.**
> **A rezoning may be initiated by the director, the commission, or the assembly at any time during the year. A developer or property owner may initiate a request for rezoning in January or July only. Adequate public notice shall be provided by the director to inform the public that a rezoning has been initiated.**

The rezone proposal was filed originally in July, 2015, and resubmitted in July, 2018. Public notices were mailed to property owners within 750 feet of the subject properties and to all neighborhood associations. Public notice of this project was provided in the May 3, 2019, and May 13, 2019, issues of the Juneau Empire's "Your Municipality" section. Moreover, a Public Notice Sign was posted on the subject parcel, visible from the public right-of-way.

> **CBJ 49.75.120 - Restrictions on rezonings.**
> **Rezoning requests covering less than two acres shall not be considered unless the rezoning constitutes an expansion of an existing zone. Rezoning requests which are substantially the same as a rezoning request rejected within the previous 12 months shall not be considered. A rezoning shall only be approved upon a finding that the proposed zoning district and the uses allowed therein are in substantial conformance with the land use maps of the comprehensive plan.**

The parcel is proposed for rezone of 27.88 acres as shown in Attachment F. Additionally, the requested rezone would expand an existing D-18 zone district. No similar rezone request has been rejected in the past year. The requested D-18 zone, as discussed above, is in substantial conformance with the land use maps and policies of the Comprehensive Plan.

Zone Change Options and Alternatives

As noted above, a number of zone districts can be considered for the subject property. The applicant requests that the property be rezoned to D-18. As stated in CBJ 49.75.130(a), the Commission may recommend approval, approval with modifications or denial of a rezone request. The Commission may recommend approval to the Assembly for different zone districts than what is requested by the applicant or recommended by staff. Additionally, the Commission can determine the boundary of the area to be rezoned. This means that if the Commission wishes to do so, the zone district boundary line may be moved from its current location, as long as it is found to be in substantial conformance with the Comprehensive Plan.

Summary

The requested rezone from D-5 to D-18 is consistent with the Land Use Maps of the Comprehensive Plan. The policies outlined above from the 2013 Comprehensive Plan support medium density development if adequate public services are available and a minimum of LOS D can be maintained at affected intersections. Currently, the site is accessed by one right-of-way. It is unlikely that adequate LOS will be maintained if the maximum D-18 density is achieved and if it remains to have only one access. Water and sewer are both available to serve the site, and access will be addressed as development permits or subdivisions occur.

After review of the application materials, the CBJ Land Use Code, and the 2013 Comprehensive Plan, **staff recommends that this property be rezoned to D-18.**

FINDINGS

After review of the application materials, the CBJ Land Use Code, and the CBJ 2013 Comprehensive Plan, the Director makes the following findings:

1. The request meets the submittal requirements and the rezoning initiation, zone change restrictions, and procedural requirements of the CBJ Land Use Code. The application was filed in January, is an expansion of an existing zoning district, is more than 2 acres, and is not similar to a request rejected in the past year.

2. Based on the preceding analysis, the proposal substantially conforms to the Land Use Maps and policies of the Comprehensive Plan.

RECOMMENDATION

Based upon the findings and conclusions stated above, staff recommends the Planning Commission concur with the Director's analysis and findings and **RECOMMEND APPROVAL** to the Assembly for a rezone of the subject parcel from D-5 to D-18.

Presented by: The Manager
Introduced: June 24, 2019
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 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.

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 $1,100,000 as Funding for the Juneau International Airport Terminal Construction Capital Improvement Project A50-102.

Section 3. Source of Funds

Airport Fund's Fund Balance:	$ 800,000
Sales Tax Fund's Fund Balance	$ 300,000
	$1,100,000

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

Presented by:	The Manager
Introduced:	6/24/2019
Drafted by:	Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 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.

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 $6,345 as Partial Funding for the Trail Improvements Capital Improvement Project P46-102.

Section 3. Source of Grant Funds:

Juneau Glacier Valley Rotary Club	$6,345

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

Adopted this ________ day of ____________, 2019.

____
Beth Weldon, Mayor

Attest:

____
Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: June 24, 2019
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 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.

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 $653,744 to fund three CIP projects resulting from property damage and ultimately being funded from insurance claim proceeds.

Section 3. Source of Funds

Risk Fund's Fund Balance	$653,744

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

BEFORE THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU

TERRACES AT LAWSON CREEK (JUNEAU I VOA LLC, JUNEAU II VOA LLC, and INTREPID VOA LLC),

Appellant,

vs.

CBJ ASSESSOR,

Appellee,

Appeal # 2019-01

ORDER ON MOTION TO DISMISS

Upon considering the Assessor's motion, VOA's opposition, and the Assessor's reply, the Assembly grants the Assessor's motion for the following reasons. Neither party requested oral argument.[1]

The Assessor moved to dismiss VOA's 2019 property tax appeal based on the doctrine of collateral estoppel because the same issues were fully litigated and decided against VOA in Appeal 2018-01. VOA opposed. VOA and the Assessor agree on the law. The parties also agree that the 2019 appeal is not different than the 2018 appeal.[2] However, VOA opposes because of two reasons: (1) collateral estoppel cannot be premised on the final administrative decision in 2018-01 and (2) VOA appealed a CBJ Assessor decision to superior court, presumably the 2018-01 decision that the Assembly affirmed on January 28, 2019.[3]

1 *See* Alaska Rules of Appellate Procedure 505 and 605.5.

2 Joint Response to Preliminary Issues.

3 *See* R. 1147-1177.

Collateral estoppel bars the same parties from arguing about the same issues that were previously litigated on the merits. Specifically, collateral estoppel bars the relitigation of an issue when

> (1) the party against whom the preclusion is employed was a party to or in privity with a party to the first action; (2) the issue precluded from relitigation is identical to the issue decided in the first action; (3) the issue was resolved by a final judgment on the merits; and (4) the determination of the issue was essential to the final judgment.[4]

Both parties also cite to *State v. Baker*, which described that collateral estoppel can apply in tax litigation.[5] *Baker* summarized the application of the collateral estoppel doctrine by stating "[i]f the very same facts and no others are involved in the second case, a case related to a different tax year, the prior judgment will be conclusive as to the same legal issues which appear, assuming no intervening doctrinal change."[6]

1. Whether the Assembly's final decision on Appeal 2018-01 has preclusive effect like that of a final judgment issued by a court for the purpose of collateral estoppel.

VOA asserts that the Assembly's final decision on Appeal 2018-01 is meaningless for collateral estoppel purposes because it was only an administrative decision and not a final judgment by a court. VOA provides no authority for its assertion.[7] The Assessor

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4 *Alaska Contracting & Consulting, Inc. v. Alaska Dept. of Labor*, 8 P.3d 340, 344-345 (Alaska 2000).

5 *State v. Baker*, 393 P.2d 893 n. 37 (Alaska 1964) (citing *Comer v. Sunnen*, 333 U.S. 591, 601 (1948)).

6 *Id*. at 900.

7 *See Danco Expl., Inc. v. State, Dep't of Nat. Res.*, 924 P.2d 432, 435 (Alaska 1996) (describing that a party waives an argument when it was only given cursory treatment and for which no authority was cited).

counters by providing authority that a final administrative decision has preclusive effect. This issue relates to the third element of collateral estoppel.

A final administrative decision has the same effect as a court judgment when considering its preclusive effect in subsequent actions.[8] Courts in Alaska recognize that "principles of finality may be applied to the decisions of administrative agencies if, after case-specific review, a court finds that the administrative decision resulted from a procedure that seems an adequate substitute for judicial procedure and that it would be fair to accord preclusive effect to the administrative decision."[9] For example, if a party fails to appeal an administrative decision to the superior court, that decision can bar the parties from relitigating the underlying factual and legal issues actually litigated before the administrative body.[10] Notably, if the procedures employed by the administrative body contain the essential elements of adjudication and allow for a full and fair determination of the disputed issues, a final decision on the merits of the disputed issues generally precludes the same issues and facts from being relitigated in future actions.[11] The CBJ Appellate Code, 01.50.160, explicitly provides that an appeal decision becomes effective 30 days after it is adopted and distributed.

8 *Matanuska Elec. Ass'n v. Chugach Elec. Ass'n, Inc.*, 152 P.3d 460, 466 (Alaska 2007) (citing RESTATEMENT (SECOND) OF JUDGMENTS § 83).

9 *Id.* at 468. *See also Johnson v. Alaska State Dept. of Fish and Game*, 836 P.2d 896, 906 (Alaska 1991) ("In Alaska, as in most jurisdictions, issue preclusion may apply to administrative adjudications").

10 *Johnson*, 836 P.2d at 908-909.

11 *Id*.

In Appeal 2018-01, the parties had a full and fair opportunity to develop their factual and legal positions regarding whether the Terraces at Lawson Creek qualified for a religious or charitable purpose exemption consistent with AS 29.45.030(a)(3). Notably, the parties had opportunities to supplement the record, fully briefed the issues, had opportunities to object to the hearing officer's proposed decision, and had an opportunity to appeal the Assembly's final decision to superior court.

Now for tax year 2019, VOA filed a notice of appeal raising the same issues. The parties are the same. The facts are the same. The law is the same. The positions and issues were fully litigated and rejected on the merits in Appeal 2018-01. Thus, the Assembly's final decision on Appeal 2018-01 has the same preclusive effect as a final judgment by a court for the purposes of collateral estoppel.

2. **Whether the Assembly's final decision on Appeal 2018-01 was appealed to superior court.**

VOA also appears to assert that the Assembly's final decision on Appeal 2018-01 was appealed to superior court, and thus there is no final decision for application of collateral estoppel. VOA provides no factual basis for that assertion. The Assessor counters that VOA did not appeal the Assembly's prior decision (Appeal 2018-01) to superior court and the parties' stipulation suggests that VOA did not appeal the prior decision. This issue also relates to the third element of collateral estoppel.

The Assembly is not aware of an appeal of its decision on Appeal 2018-01. VOA's notice of appeal requested this appeal be stayed pending VOA's decision to Appeal 2018-

01 to superior court[12] and the parties' stipulation suggests that VOA did not file an appeal of Appeal 2018-01.[13] Thus, without any factual basis of an appeal of 2018-01, the Assembly's final decision has preclusive effect for the purposes of collateral estoppel.

If VOA has a factual basis for filing an appeal of Appeal 2018-01, it should object pursuant to CBJC 01.50.140(b)(4).

In summary, VOA seeks to relitigate the same issues that were raised and decided in Appeal 2018-01 against VOA without any intervening doctrinal change. VOA failed to appeal Appeal 2018-01 to superior court. Collateral estoppel bars VOA. The Assessors motion to dismiss is GRANTED.

This is a final decision of the Assembly and may be appealed to superior court consistent with CBJC 01.50.190.

DATED this ____ day of July, 2019.

ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

By: Maria Gladziszewski
Presiding Officer

12 Notice of Appeal for 2019-01 (Feb. 15, 2019) ("The Appellants respectfully requests that the Clerk place this matter on hold pending a determination of prior year appeals at the Superior Court.").

13 Joint Response to Preliminary Issues (May 9, 2019) ("2. What is the effect of the Appellant not appealing the Assembly's 2018 appeal decision to the Superior Court? Answer: The Appellant is barred from requesting an exemption for 2018 as the result of not appealing. Appellant is not barred from seeking property tax exemption in subsequent years.").

1873 Shell Simmons Dr., Suite 200, Juneau, AK 99801 / (907) 789-7821

TO: Michelle Hale, Chair, Public Works & Finance Committee

FROM: Patty Wahto, Airport Manager

DATE: June 28, 2019

RE: Juneau International Airport Phase II Terminal Reconstruction Art Works in Public Places

The Juneau International Airport is currently designing Phase II Airport Terminal Reconstruction project. This project must comply with CBJ Ordinance 62.65 "Art Works in Public Places"; requiring 1% of the construction costs to public art. The Airport is looking to incorporate some of the art work into the building during construction. The Art Panel was established by the Assembly earlier this year. This spring, the Art Panel reviewed 35 proposals and selected four artists with work totaling $147,800.

The attached memo outlines the four artists, their proposed work and the costs. The Airport Board concurred with the art panel recommendation at the May 14, 2019 Airport Board meeting. In accordance with the Ordinance, the art panel recommendation is forwarded on to the Assembly.

Requested PWFC Action

The Airport requests that the Public Works and Facilities Committee concur with the recommendations of the Art Panel to award the four artists outlined in the memo ("Herring Catch" by Rachael Juzeler, $42,800; "Formline Design Wall Mural" by Alison Marks, $20,000; "Wooden Carving" by Robert Mills, $35,000; and "Southeast Scenery Etched Glass" by Crystal Worl, $50,000), and forward on to the full Assembly for the Juneau International Airport (JNU) Terminal Reconstruction Project 1% for Art.

MEMORANDUM

TO: David Epstein, JNU Airport Board Chair DATE: May 7, 2019

THRU: Patty Wahto, JNU Airport Manager

FROM: Catherine Fritz, JNU Airport Architect

RE: JNU Terminal Reconstruction Project Public Art Selection

In accordance with CBJ Ordinance 62.65 "ART WORKS IN PUBLIC PLACES," the appointed Art Panel has completed their work to select art pieces for the JNU Terminal Reconstruction Project.

Many thanks go to Patty Wahto, Dennis Harris, Glenn Ojard, Rachelle Bonnett, and Lauralye Miko for their work on the public Art Panel. They met twice in February to develop the Call For Artists solicitation, then met for more than 10 hours in April to review and discuss the 35 proposals that were received. The panel shared their personal expertise and insights about the various proposals, and worked collaboratively to come up with the final selection of the following four art pieces:

"Herring Catch" by Rachael Juzeler, $42,800. This multi-media hanging sculpture is created from both salvaged glass and Bullseye iridescent glass fish that will be attached with copper wire to a stainless steel mesh net, and accented with reclaimed corks, glass balls, and related fishing implements. The piece will be approximately 6ft wide by 24 ft long. Rachael has lived in Juneau since 1996 and has been actively involved in the arts through creation of her own works, as an art educator, and in her position as facility coordinator at the Juneau Arts & Culture Center (JACC).

"Formline Design Wall Mural" by Alison Marks, $20,000. Alison's large mural (approximately 10ft tall by 25ft wide) integrates traditional Tlingit formline design with recognizable contemporary Juneau-specific figures. The mural will be in a highly visible location (entrance to the restrooms), and will use acrylic paint that will be covered with a protective varnish. Alison is a Tlingit artist born and raised in Southeast Alaska and has been selected for several prestigious awards and fellowships. Her work is included in the permanent collections of the Burke Museum, Frye Art Museum, Portland Art Museum, Chateau Musee Boulogne-sur-Mer (France), and the British Museum (London).

"Wooden Carving" by Robert Mills, $35,000. Robert's proposal for a large wooden carved wall piece under the stairs was stunning, but the Art Panel was concerned about how the solid piece would interrupt the open design concept through the stair feature. Robert's design approach is to work collaboratively with owners and architects, so he was very receptive to modifying his carving design to an alternative location. The project's design team will work closely with Robert to bring an adaptation of the original proposal to the Art Panel for final approval. Robert has worked with reknown carvers and exhibited work throughout the northwest. Raised in Kake, Alaska, and living in Juneau, Robert has detailed, personal understanding of the importance of the regional carrier area of the JNU Airport. He looks forward to his work contributing to the airport being a place that all people of the region can enjoy.

"Southeast Scenery Etched Glass" by Crystal Worl, $50,000. This proposal incoporates multiple panels of glazing that combines Tlingit motif with flora and fauna scenery. The concept expresses the abundance of life and resources of Southeast Alaska that residents are closely connected to. The artist has invited collaboration with the project's design team to refine the proposal to the most appropriate areas of the archtiectural design, which may include exterior windows or a glass guardrail system. Crystal lives in Juneau and is co-owner of Trickster Company. Her education and artistic works promote innovative indigenous design that explores the relationships and bonds between her people, the land, and the animals.

Presented by: The Manager
Introduced: 01/22/2018
Drafted by: A. G. Mead

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2817(am)

A Resolution Authorizing the Filing of an Annexation Petition by Legislative Review before the Local Boundary Commission.

WHEREAS, Article X, sec. 3 of the Alaska Constitution requires the State to be divided into boroughs which encompass an area and population with common interests to the maximum degree possible; and

WHEREAS, Article X, sec. 12 of the Alaska Constitution directs the establishment of a local boundary commission to consider any proposed local government boundary change; and

WHEREAS, the Local Boundary Commission conducted an intensive study, which included public testimony from throughout Alaska, in order to adopt “model borough boundaries” throughout the unorganized borough to be used as a “frame of reference” by the Local Boundary Commission in evaluating future petitions; and

WHEREAS, by Resolution 2587, the Assembly authorized the filing of an annexation petition to annex that portion of land between the CBJ and the then City of Petersburg, an area also sought by Petersburg as part of its borough incorporation petition; and

WHEREAS, in deciding Petersburg’s petition and granting Petersburg much of the land identified in the CBJ’s annexation petition it became necessary for the CBJ to amend its petition; and

WHEREAS, the City and Borough of Juneau Assembly has carefully considered whether amending its annexation petition to include other areas of the unincorporated borough either previously identified as part of Juneau’s model borough boundary, or which, in considering the standards for annexation set by state law, would appropriately and best be served by annexation to the City and Borough of Juneau; and

WHEREAS, at its Committee of the Whole meeting on January 3, 2018, the Assembly directed a resolution be prepared to authorize the amendment of the CBJ’s currently pending annexation petition to include the following areas, as amended by the Assembly at its meeting on February 12, 2018, (identified on the map attached as Exhibit A):

- Lands abutting and in Seymour Canal beginning with the Pack Creek watershed and including all lands to the north that drain into Seymour Canal;
- The Glass Peninsula;

- All of the lands on Admiralty Island to the north of Hawk Inlet, including Horse and Colt Islands but excluding those lands that lie with the watersheds that drain into Funter Bay;
- An area south of the Greens Creek Mine and the existing City and Borough of Juneau boundary that encompasses all lands that drain into Wheeler Creek and lands to the west of the Wheeler Creek basin that drain directly into Chatham Strait.

WHEREAS, the Assembly further directed that the petition be filed as a petition for annexation by legislative review process; and

WHEREAS, state law (3 AAC 110.425) requires that prior to submitting a petition for legislative review, prospective petitioners prepare a draft of the prospective petition, provide public notice, and conduct a public hearing on the annexation proposal.

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

Section 1. The Assembly directs the Manager to amend the City and Borough of Juneau's petition, currently pending (in stayed status) before the Local Boundary Commission by including those lands identified herein and as shown on Exhibit A, and by filing the petition as a petition for annexation by legislative review.

Section 2. The Assembly directs the Manager to initiate the process in accordance with 3 AAC 110.425 by preparing a draft of the prospective annexation petition and providing for the public notice and hearing as required by law.

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

Adopted this 12th day of February, 2018.

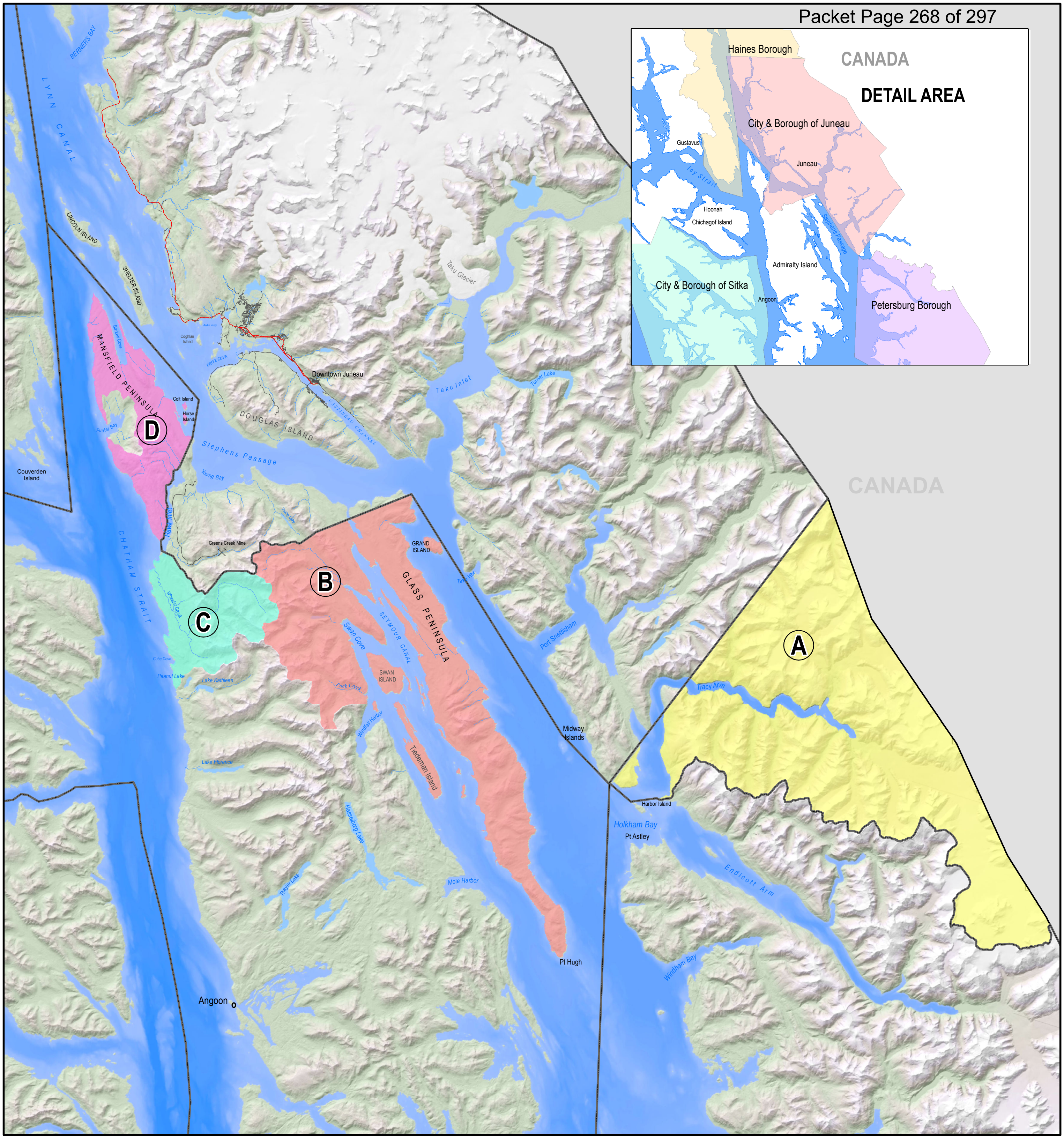
Kendell D Koelsch

Kendell D. Koelsch, Mayor

Attest:

Laurie J Sica

Laurie J. Sica, Municipal Clerk



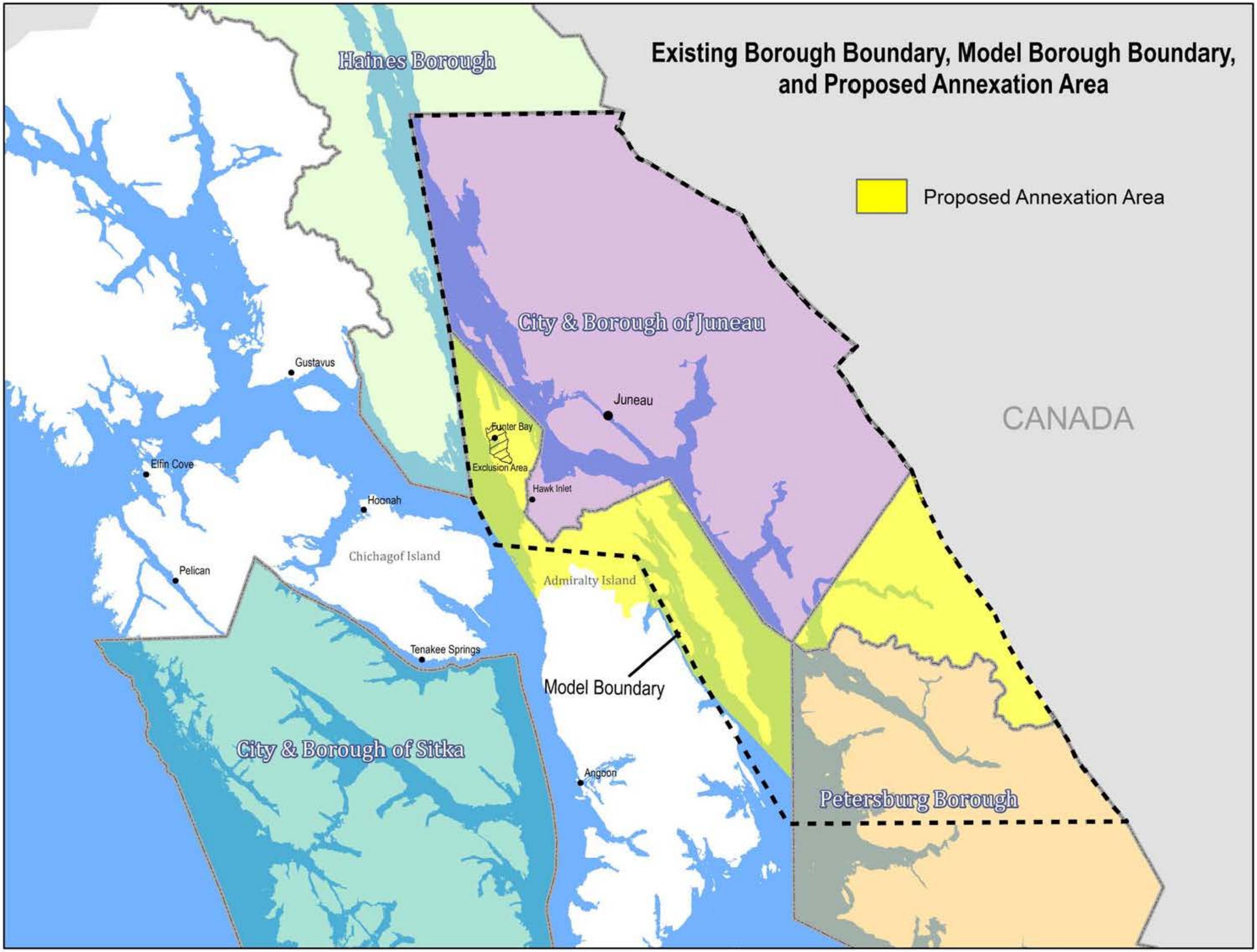
PROPOSED ANNEXATION AREAS

Map date: 7/9/2018

N

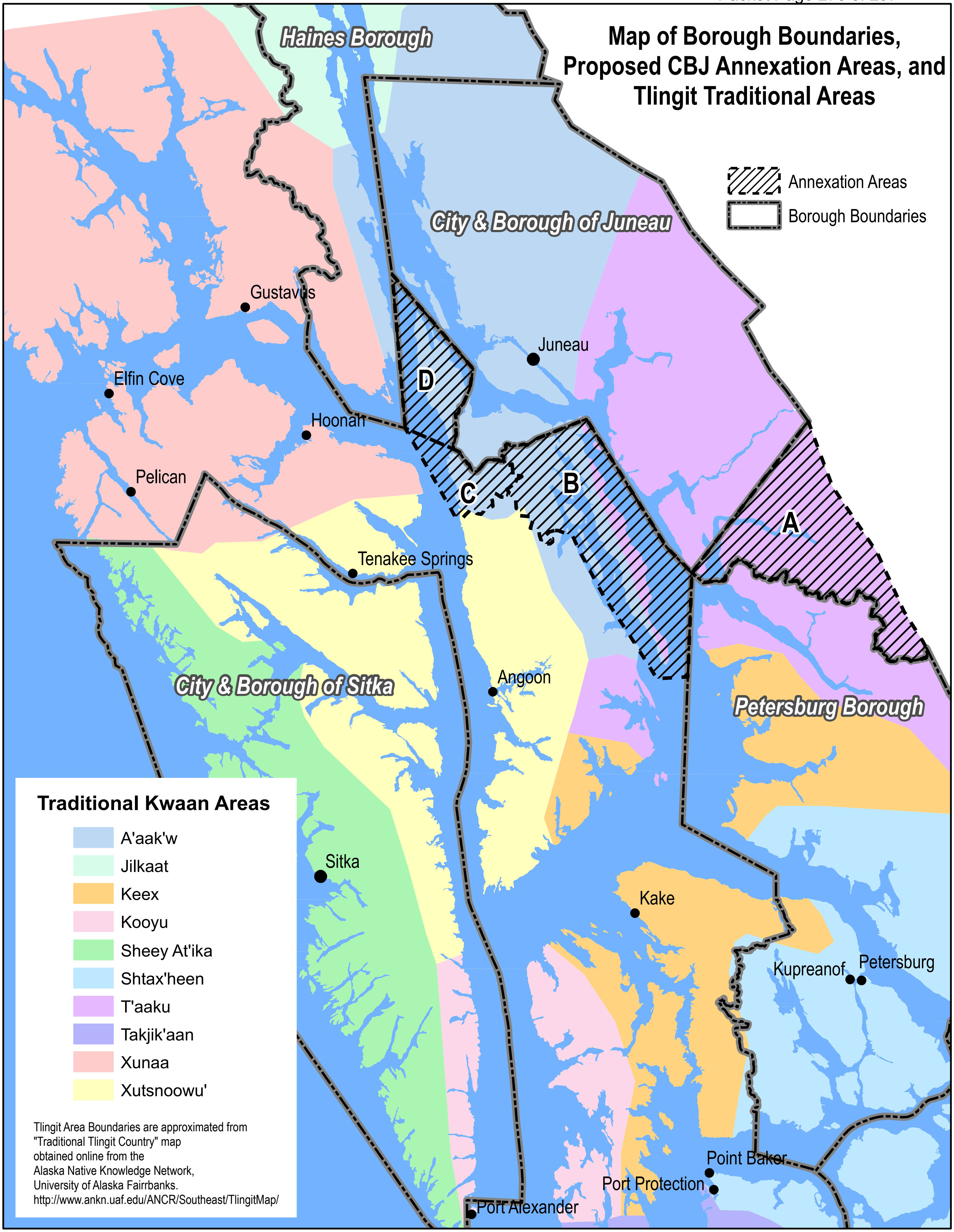
Legend

- Major Road
- Roads
- Borough Boundary
- Proposed Annexation Area A
- Proposed Annexation Area B
- Proposed Annexation Area C
- Proposed Annexation Area D



Existing Borough Boundary, Model Borough Boundary, and Proposed Annexation Area
Proposed Annexation Area
Haines Borough
City & Borough of Juneau
CANADA
Gustavus
Juneau
Funter Bay
Exclusion Area
Hawk Inlet
Elfin Cove
Hoonah
Chichagof Island
Pelican
Admiralty Island
Tenakee Springs
Model Boundary
City & Borough of Sitka
Angoon
Petersburg Borough

Map of Borough Boundaries, Proposed CBJ Annexation Areas, and Tlingit Traditional Areas



CBJ ANNEXATION STUDY COMMISSION

REPORT TO THE MAYOR AND ASSEMBLY ON THE COMMISSION'S ACTIVITIES, FINDINGS, AND RECOMMENDATIONS

January 10, 2007

I. Introduction

Mayor Bruce Botelho created the CBJ Annexation Study Commission by order dated December 6, 2005. The Commission was tasked to undertake a public process to consider and make recommendations on whether the CBJ should annex all or part of the territory within the CBJ's model borough boundaries as established by the State of Alaska's Local Boundary Commission (LBC). The Commission's purpose statement was as follows:

> *The purpose of the commission is to study and make recommendations to the Assembly concerning (a) whether the CBJ should file a petition to annex territory within the 'model borough boundaries' of the CBJ, and (b) if so, what territory should be proposed for annexation and by what procedure.*

The Mayor's order called for the Commission to submit a report on its activities, findings, and recommendations to the Mayor and Assembly by December 1, 2006. At the request of the Commission, the Mayor extended the December 1 deadline to accommodate the schedules of the members and staff for completing work on the report. This report was adopted by the Commission at its final meeting on January 10, 2007.

The attachments to this report include the Mayor's order, the agendas and minutes of the Commission's meetings, the maps developed by the Commission (including Map 6, which shows the Commission's recommended ideal borough boundaries for Juneau in the future), and other background information. The complete file on the Commission's work is available at the Community Development Department.

II. Activities of the Commission

A. Proceedings

George Davidson served as the Chairman of the five-member Commission. The other members of the Commission were Vice-Chairman Sandy Williams, Steve Sorensen, Errol Champion and Caren Robinson. The Commission held eleven public meetings starting with its organizational meeting on December 21, 2005. Staff support was provided by Peter Freer, Planning Supervisor at the Community Development Department, and Barbara Ritchie, Assistant City and Borough Attorney.

The Commission solicited comments from the public and property owners, and considered presentations on a variety of issues by service providers, regulators, CBJ staff, and LBC staff. The Commission provided an opportunity for public comment at all of its meetings. In addition, the Commission established a webpage on the CBJ's website where staff regularly posted meeting announcements, minutes, correspondence to and from members of the public, maps, and other pertinent information.

The Commission's webpage is located at:

http://www.juneau.org/clerk/boards/Annexation_Study_Commission/CBJ_Annexation_Study_Commission.php.

B. Topics and Issues Considered

The Mayor's order creating the Commission identified five areas of inquiry. The Commission agreed that it would address the specific criteria for annexation as it considered the Mayor's order. These areas are set out below, followed by a short discussion of the Commission's work on that topic.

1. *Research and evaluate possible proposed boundaries for territory to be annexed, with emphasis on consideration of the "model borough boundaries" for the CBJ as established by the LBC.*

The Commission received a three-ring binder of material at its December 21, 2005, organizational meeting. The packet included the order creating the Commission, the LBC Model Borough Boundary Study prepared in 1997, information on the procedures for petitioning for annexation, the CBJ's 1989 petition to annex Greens Creek, and other related materials.

At its meeting on January 5, 2006, the Commission reviewed the LBC's Model Borough Boundary Study and met with Dan Bockhorst, lead staff to the LBC. Mr. Bockhorst provided a history of borough formation in Alaska, explained the origin and purpose of the model borough boundaries, and provided an update on municipal boundary activity in Southeast Alaska.

The model boundaries are significant under the regulatory standards for annexation. 3 AAC 110.190(c) provides: "*Absent a specific and persuasive showing to the contrary, the commission will not approve annexation of territory to a borough extending beyond the model borough boundaries developed for that borough.*"

Several Southeast municipalities – Ketchikan, Wrangell, Petersburg, and Hoonah – are undertaking or considering borough incorporation or annexation. Neither the Ketchikan Gateway Borough annexation petition nor the Wrangell borough incorporation petition identifies boundaries that overlap or otherwise affect the CBJ model borough boundaries. The prospective Petersburg borough incorporation petition and the Initial Glacier Bay-Chatham Borough Feasibility Study are of particular interest to the CBJ, as both proposals include territory that is within the CBJ model borough boundaries.

It is notable that all of the boundary actions and studies underway in the region, including the boundaries recommended in this report, represent departures from the model borough boundaries identified by the Local Boundary Commission in its 1997 report.

> **The City of Petersburg** intends to petition for the incorporation of a home rule borough some time early in 2007. The proposed northern boundary of this borough would abut the existing southern CBJ boundary near Tracy Arm, including a significant amount of territory that is outside the Petersburg/Wrangell model borough boundaries and within the CBJ model borough boundaries. If approved as prepared, the Petersburg petition would essentially end the prospects of CBJ annexation on the mainland south of the existing CBJ boundary. A map of the proposed Petersburg boundaries is attached to this report. See Attachment F.
>
> **The City of Hoonah** prepared an Initial Feasibility Study for a proposed Glacier Bay-Chatham Borough in June, 2006. The study area runs from Cape Fairweather on the Gulf Coast to the Coronation Islands below Port Alexander and includes all of Admiralty Island not now within the CBJ boundaries. The Mansfield Peninsula (including Funter Bay), a small portion of Admiralty Island south of the Greens Creek mine, and the Glass Peninsula/Seymour Canal, which are now located within the CBJ model borough boundaries, are included within the Glacier Bay-Chatham study area.. An illustration of the boundary is attached to this report. See Attachment F.

A follow-up borough feasibility study is underway and is expected to be completed in early/mid 2007. It is unknown when, or if, a borough incorporation petition will be submitted to the Local Boundary Commission as a result of this effort.

The Commission concluded that the model borough boundaries for the CBJ as identified by the LBC are fundamentally correct "as is" and reflect an area of interest more closely tied to Juneau than to other municipalities. This conclusion was based on Juneau's role as a transportation, supply, services and communication hub for property owners at Funter Bay and on Horse and Colt Islands, and the fact that Goldbelt Corporation, the Juneau-based Urban Native Corporation established under ANCSA, has land holdings at Hobart Bay.

The Commission identified several modifications to the CBJ's model borough boundaries, which are addressed in the findings section of this report.

2. *Research and evaluate the community of interests between the territory proposed to be annexed and the existing CBJ boundaries, including social, cultural, and economic characteristics and activities, and communication media and land, water, and air transportation facilities.*

Many CBJ residents own property on the Taku River and on Shelter Island within the existing CBJ boundaries. Many CBJ residents also own property outside but near the current CBJ boundaries, including in Funter Bay and on Horse and Colt Islands, and other dispersed locations on Admiralty Island and on the mainland. Juneau serves as the supply, transportation, and services center for all of these outlying areas, which characteristically do not have many year-around residents, but instead have non-resident property owners.

Economic, transportation and social linkages to Juneau are well-established, with Juneau providing employment, facilities, goods and services, and very limited emergency medical response to outlying areas. There is no scheduled air or marine service to locations within the model borough boundary area for Juneau, such as Funter Bay or Hobart Bay, although air charter services are readily available to destinations throughout and beyond the borough. The economic activity generated by a logging camp, tourist destination, or remote mine could prompt scheduled transportation services in the future. Radio coverage from KINY-AM, KJNO-AM and KTOO-FM reaches some of the model borough boundary area. The only certain means of communication within many areas of the CBJ model borough boundary area is via satellite telephones.

The Juneau ANCSA (Alaska Native Claims Settlement Act) corporation, Goldbelt Corporation, is the primary surface estate owner at Hobart Bay. Goldbelt employed shareholders at Hobart Bay during its logging operations in that area in the 1980's and '90's. These operations were supported, in part, by personnel, supplies and equipment delivered through Juneau. Goldbelt has considered developing tourism facilities at Hobart Bay and has prepared conceptual plans for a destination-style cruise ship development.

Gary Droubay, Goldbelt's Chief Executive Officer, attended the Commission's meeting on May 3, 2006. He stated that Goldbelt did not want its land holdings at Hobart Bay to be in a borough and that it would oppose a petition to annex or incorporate that property unless the benefits from property taxation could be clearly demonstrated. Goldbelt's property at Hobart Bay is currently located within the model borough boundaries of both Juneau and Petersburg. Mr. Droubay stated that Goldbelt would prefer that its land at Hobart Bay remain in the unorganized borough, but if the land were to be included in a borough by annexation or borough incorporation, it would prefer that the land be in one borough rather than in two.

There is little economic activity at the present time within the Juneau model borough boundary area. Logging was concluded at Hobart Bay about ten years ago and tourism development of the property is now in the early stages. A tourist lodge operates seasonally on Colt Island and tourist excursion activity occurs regularly to Tracy Arm and Ford's Terror. Active mining operations and development occurs within the current CBJ boundaries at Greens Creek and Kensington/Jualin. At least one company, Century Mining, has shown interest in exploring old prospects in the Juneau area, one of which is across Hawk Inlet from Greens Creek, just outside the current borough boundaries.

Commissioners discussed the National Forest Receipts Program as an incentive for annexation. Additional National Forest acreage within the borough boundaries could result in a greater annual forest receipts payment to the CBJ; however, the program was not re-authorized in the recently-recessed 109th Congress. It appears there will be an attempt to re-authorize the program in an omnibus spending bill in February of 2007, and it is possible that the funding formula could be amended if the program is re-authorized. Commissioners did not believe that the prospect of increased payments from the program offered a strong incentive for annexation, particularly given the uncertain future of the program.

3. *Research and evaluate the population characteristics of the proposed borough after annexation.*

There is almost no year-round population within the Juneau model borough boundary area. According to the state demographer, the 2000 census data shows 10 residents in the model borough boundary area. The 2005 Permanent Fund

Dividend distribution shows seventeen PFD recipients within the model borough boundary area, with the following distribution:

Funter Bay - 6
Colt Island - 4
Horse Island - 3
Hobart Bay - 2
Windham Bay - 1
Hawk Inlet - 1

The state demographer has not made an estimate of seasonal population within the model borough boundary area, although it is thought to be higher with seasonal use of recreational property.

4. *Research and evaluate the economy within the proposed borough boundaries, including the human and financial resources necessary to provide essential borough services on an efficient and cost-effective basis.*

The CBJ's economy, while largely based on government employment, is also diversified in the areas of tourism, mining, services, commercial fishing, and seafood processing. The CBJ possesses the human and financial resources to provide not just for essential borough services within the existing borough, but for a comprehensive and sophisticated range of services. As a unified Home Rule municipality, Juneau is efficiently organized and capable of responding to some service delivery needs and issues when required.

There is little economic activity in the CBJ model borough boundary area at the present time. Economic development that might occur in the model borough boundary area, such as tourism or resource extraction, is consistent with Juneau's overall economy and can be managed through existing administrative and regulatory structures.

The relationship of property taxation to services provided was at the heart of property owners' opposition to annexation and of major concern to the Commission. The areawide mill rate currently (FY 07) stands at 7.62 mills ($762 per $100,000 of assessed value), of which 6.1 mills ($610) is used for school operations, 0.91 mills ($91) is used for debt retirement, and 0.61 mills ($61) is used for general government, including a portion of emergency medical transport costs. Property owners located off the CBJ road system do not pay for fire, police protection, street maintenance, transit or parks and recreation services that cost 2.55 mills in FY 07.

Local government property taxation is governed by state statute. Under state law, education is specifically identified as an areawide or borough-wide function. The state statutes require that local governments levy areawide property taxes for areawide functions. The tax levy must also be consistently applied to all of the taxable properties with a taxing area. The tax levy for debt service is to cover general obligation bond debt. Under state law, the CBJ Charter, and the CBJ Code, general obligation bond debt is secured by the full faith and credit of the borough and requires areawide voter approval. As such, debt service for general obligation bonds is an areawide liability of the CBJ.

It should be noted that while the CBJ provided 6.1 mills of financial support to the Juneau School District for FY 07, state law also provides for a reduction of state support equal to 4.0 mills of the full and true taxable property value in the borough. Thus, even though the CBJ contributed 6.1 mills, the school district is only benefiting by 2.1 mills (6.1 mills less 4.0 mills). State law requires that the 4.0 mill offset occur even if the CBJ were to choose not to levy an areawide tax in an annexed area. As such, the value of the property in an annexed area, if not taxed, would result in an areawide cost of 4.0 mills to the remaining taxpayers. The State of Alaska also requires local governments to value property at its full and true value.

Given these state statutory requirements, the FY07 areawide mill levy noted above could be restated as follows:

Support to Education	2.10 mills
General Obligation Debt Service	0.91
All Other Areawide Functions	0.61
School District Support Offset by the State	4.00
Total:	7.62 mills

All areas within the borough are subject to CBJ building codes and planning and zoning requirements. Under state law, planning, platting, and land use regulation are mandatory areawide functions.

The Commission believes that a careful balance must be struck between rates of property taxation and levels of service delivery as annexation is considered. Mr. Champion proposed a use-based approach to property taxation in an effort to reduce the tax load on outlying recreational and residential property; however, such an approach is not currently consistent with applicable state law on municipal property taxation. Mr. Champion also noted that the cost to the CBJ of identifying and assessing private properties located within the model borough boundary area (or other remote areas to be potentially annexed), so as to add those properties to the tax rolls, could be considerable, possibly in excess of the tax revenues that would be generated, at least in the short term.

5. *Research and evaluate whether annexation of the proposed territory to the CBJ is in the best interests of the state.*

The Alaska Constitution calls for maximum local self-government with a minimum number of local governments units. Annexation of the model borough boundary area would fulfill both of these goals by extending unified home rule powers into territory in the unorganized borough already identified as within CBJ's "area of interest." State responsibility for providing education services through a Regional Education Attendance Area would be reduced as additional territory becomes included within a unit of local government. Demands on the State for services within the unorganized borough would diminish, while the opportunities for local service delivery would be enhanced.

The Commission believes that the issues and concerns raised by property owners, such as the practical aspects of service delivery in remote areas, to be significant in the CBJ's consideration of annexation. Based on the public input received, the Commission believes that a lower, or minimal, tax rate for remote areas of the borough, and specifically any territory proposed for annexation, would diminish the resistance of extra-territorial property owners to annexation.

C. Findings and Recommendations

At its meeting on April 5, the Commission discussed boundaries that it might recommend in its report to the Assembly and how to go about the process of developing its findings and recommendations. Chairman Davidson had prepared a memorandum dated March 2 setting out his views for discussion and a map showing a possible boundary configuration.

Chairman Davidson expressed his belief that the Commission was not bound to looking only at the LBC's model borough boundaries for the CBJ. He suggested the Commission also consider and make a recommendation to the Assembly on the boundaries that it determines would make the most sense for the CBJ. The Commission supported Chairman Davidson's approach.

The March 2 memorandum was then posted on the Commission's webpage. It is also included in the attachments to this report because it served as the framework for Commission's decision making process.

At its next four meetings on May 3, May 17, May 31, and July 18, the Commission focused its work on studying and discussing alternative boundary maps presented by members, determining what it concluded would be the most appropriate CBJ boundaries, and formulating the Commission's findings and recommendations to the Assembly.

The Commission posted on its webpage six maps that depict the current CBJ boundaries, the LBC model boundaries, and the Commission's proposed northern, western, and southern boundaries and a map showing the compilation of these proposed boundaries. The maps were posted on June 2, 2006 and the Commission solicited public comments until June 30. The maps are attached to this report as Attachment C.

A public hearing was held on May 17, and the Commission held a decisional meeting on July 18, 2006. At the July 18th meeting, the Commission adopted the boundaries shown on Map 6 as its recommended boundaries for the CBJ. The Map 6 boundaries are referred to below in this report as the ideal boundaries of the CBJ.

The Commission met on December 13, 2006, to review its draft report and provide final comments and amendments. The Commission approved the final report at its meeting on January 10, 2007.

Based on its study over the past year as outlined in this report, the Commission makes the following findings:

1. **The LBC's model borough boundaries for the CBJ are largely acceptable, subject to some modification.**

The Commission's modifications to the LBC's model borough boundaries for the CBJ, and the rationale for those modifications, are as follows:

- **North Boundary**: Only upon concurrence of the Haines Borough, extend the northern boundary of the CBJ to include the watersheds draining into Berners Bay. See Attachment C, Map 3.

  The Commission took this position because Berners Bay is located within the CBJ. The Commission concluded that the watersheds that drain into the Berners Bay should be in the same jurisdiction as the Bay itself. While including the Berners Bay ecosystem within a single unit of local government makes sense, the Commission would rely on the Haines Borough's consent for the CBJ to annex the area. The Commission also observed that the Juneau Access Road might best be included within the CBJ boundaries. At such time as the CBJ decides to pursue annexation it will be critical to initiate a discussion with Haines Borough community leaders.

- **West Boundary**. Only if the territory is not incorporated within a borough that includes the City of Angoon, extend the western boundary to include central Admiralty Island above Mitchell Bay. See Attachment C, Map 4.

The Commission is aware of the City of Angoon's interest in this area. It is also aware of the conceptual inclusion of this area into a possible Southeast mega-borough reaching from Glacier Bay to Kake. Commission members cited long-time recreational use of this area by Juneau residents. A member of the public, Mr. Al Shaw, provided evidence that Juneau had proposed to annex this area in the late 1960's.

Taking into consideration the interest of other communities in this area, particularly the City of Angoon, the Commission concluded that this area should be considered for future annexation by the CBJ only if it is not, at that time, included in a borough that includes the City of Angoon. At such time as the CBJ decides to pursue annexation it will be critical to initiate a discussion with City of Angoon community leaders.

- **South Boundary**. Extend the southern boundary to include all of Goldbelt's property at Hobart Bay. See Attachment C, Map 5.

Mr. Droubay of Goldbelt Corporation informed the Commission that, while the corporation would prefer that Hobart Bay not be in any borough, it would like even less for its land holdings in the Hobart Bay area to be split between two boroughs. Such a split is conceivable because the LBC's model borough boundaries for Juneau and Petersburg divide the Goldbelt holdings at Hobart, with approximately three-quarters of the holdings in the Juneau model borough boundaries and one-quarter in the Petersburg model borough boundaries.

Extending the southern boundary south by just a few miles would encompass all of Goldbelt's land holdings in the Hobart Bay area.

The northern, western, and southern boundaries described above are shown on the Commission's recommended boundary map attached to this report and identified as Map 6 (see Attachment C).

2. **Regional interest in annexation and incorporation makes it important for the CBJ to identify its "ideal" future boundaries.**

   The CBJ should be prepared to respond to, and if necessary, oppose, municipal boundary petitions or applications presented to the LBC by other municipalities in Southeast Alaska that encroach upon or would otherwise impact CBJ's ability to annex its "ideal" boundaries as identified by this Commission, at an appropriate time in the future.

3. **Given the very small population, the lack of substantial economic activity, and the physical remoteness of the areas, there is not now a demand, or a compelling need, for local government services** within the LBC's model borough boundary area or the Commission's recommended "ideal" CBJ boundary area. However, this need may arise in the future with the development of commercial enterprises, additional population living in remote areas, or other development.

4. **The CBJ areawide property tax rate, together with the prospect of minimal services provided off the road system, are very significant issues for residents and property owners** (including Goldbelt Corporation) in locations such as Funter Bay, Windham Bay, Horse and Colt Islands, and Hobart Bay. The perceived disparity between the areawide mill rate and the corollary lack of services is at the "nut" of opposition to annexation. (Even property owners on the Taku River and on Shelter Island have issues with the areawide property tax rate, stating that they do not receive commensurate services from the borough.)

Recommendations of the Commission:

1. The Commission recommends that the CBJ Assembly adopt the Commission's boundary map for the CBJ as shown on the attached Map 6 as the ideal future boundaries for the CBJ. See Attachment C.

2. The Commission recommends that the CBJ ***not*** file a petition to annex the territory shown on the Commission's Map 6 at this time because such

action is not now necessary or warranted. However, annexation of this territory may be appropriate in the future.

3. The Commission recommends that the CBJ identify its future ideal borough boundaries, advise the LBC of these ideal boundaries, and defend those boundaries as necessary and appropriate.

4. The Commission recommends that at such time as the CBJ may decide to proceed with annexation, that it consider all means available to ensure that the property taxation rate for the area to be annexed is commensurate with services to be provided. This should include a review of property taxation rates in *all* of the non-roaded areas of the borough, as against the services provided by the CBJ in those areas, because all remote areas should be treated similarly.

III. Conclusion

The ideal boundaries of the City and Borough of Juneau, and whether and when the CBJ should petition to annex more territory, are vitally important subjects for the Assembly, the residents of Juneau, the residents and property owners in the areas outside the current CBJ boundaries, as well as other municipalities in Southeast Alaska and the State of Alaska. The Commission carefully considered the issues involved, including the views of interested members of the public and presentations by staff and others with expertise in various areas of municipal government and services, in reaching its findings and recommendations.

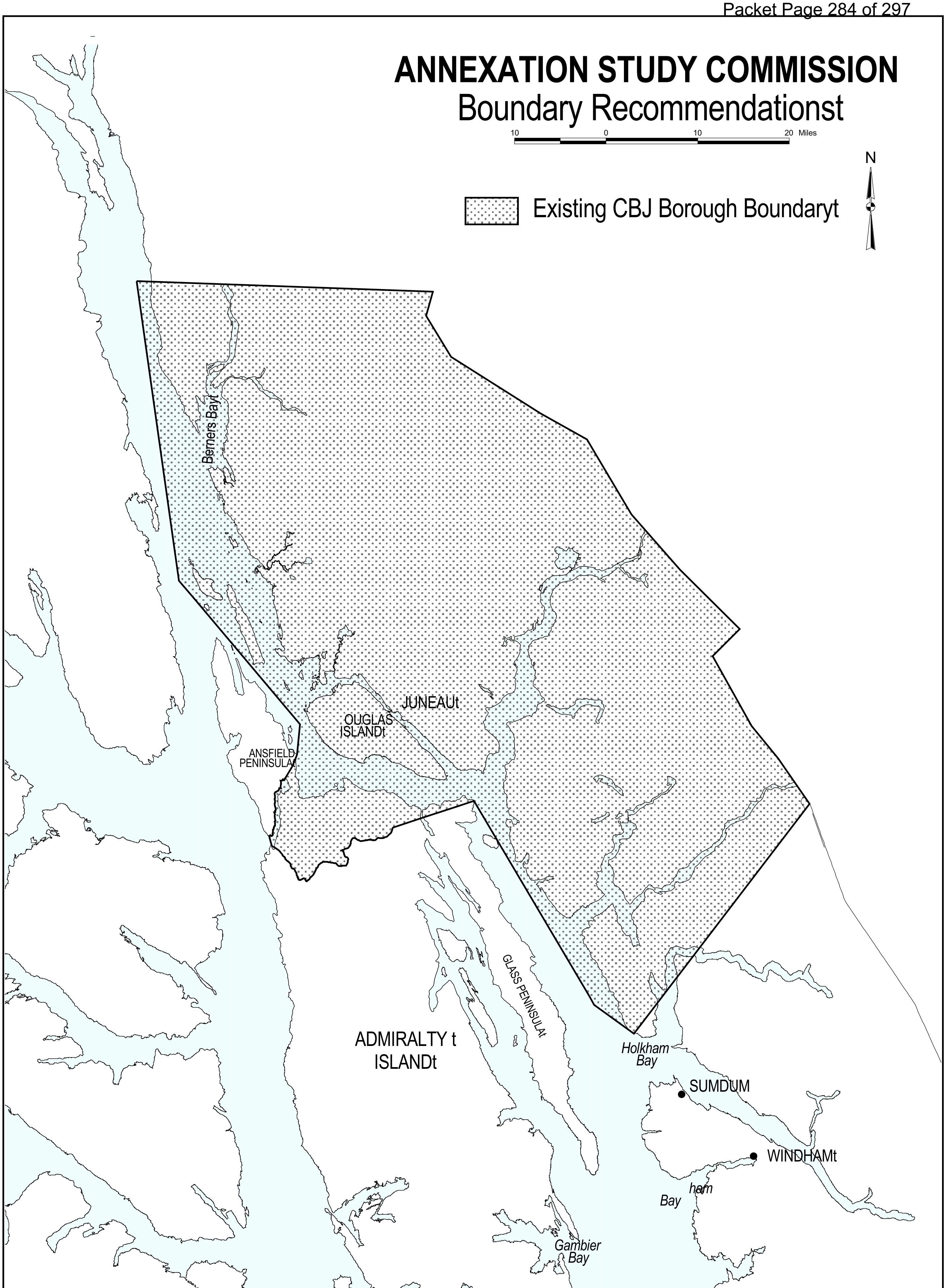
The members of the Commission would be pleased to meet with the Assembly to discuss our recommendations and answer any questions you may have. On behalf of the Annexation Study Commission, thank you for the opportunity to serve the City and Borough of Juneau.

Adopted by the CBJ Annexation Commission on January 10, 2007.

George W. Davidson, Chairman
CBJ Annexation Commission

Attachments to Report:

Attachment A	Mayor's Order creating CBJ Annexation Study Commission, December 2005
Attachment B	Commission's meeting Agendas and Minutes: December 21, 2005 January 5, 2006 February 1, 2006 March 1, 2006 April 5, 2006 May 3, 2006 May 17, 2006 May 31, 2006 July 18, 2006 December 13, 2006 January 10, 2007
Attachment C	Boundary Maps 1-6 approved by the Commission
Attachment D	Borough Boundaries Overlay Map
Attachment E	Chairman Davidson's March 2, 2006 memorandum
Attachment F	Southeast portions of the State of Alaska Model Borough Boundary Study, June 1997
Attachment G	Alaska Statutes on Annexation and Detachment
Attachment H	State of Alaska Regulations on Petitioning for Annexation
Attachment I	"Planning and Preparing Proposals for Annexation to Boroughs
Attachment J	Public Correspondence



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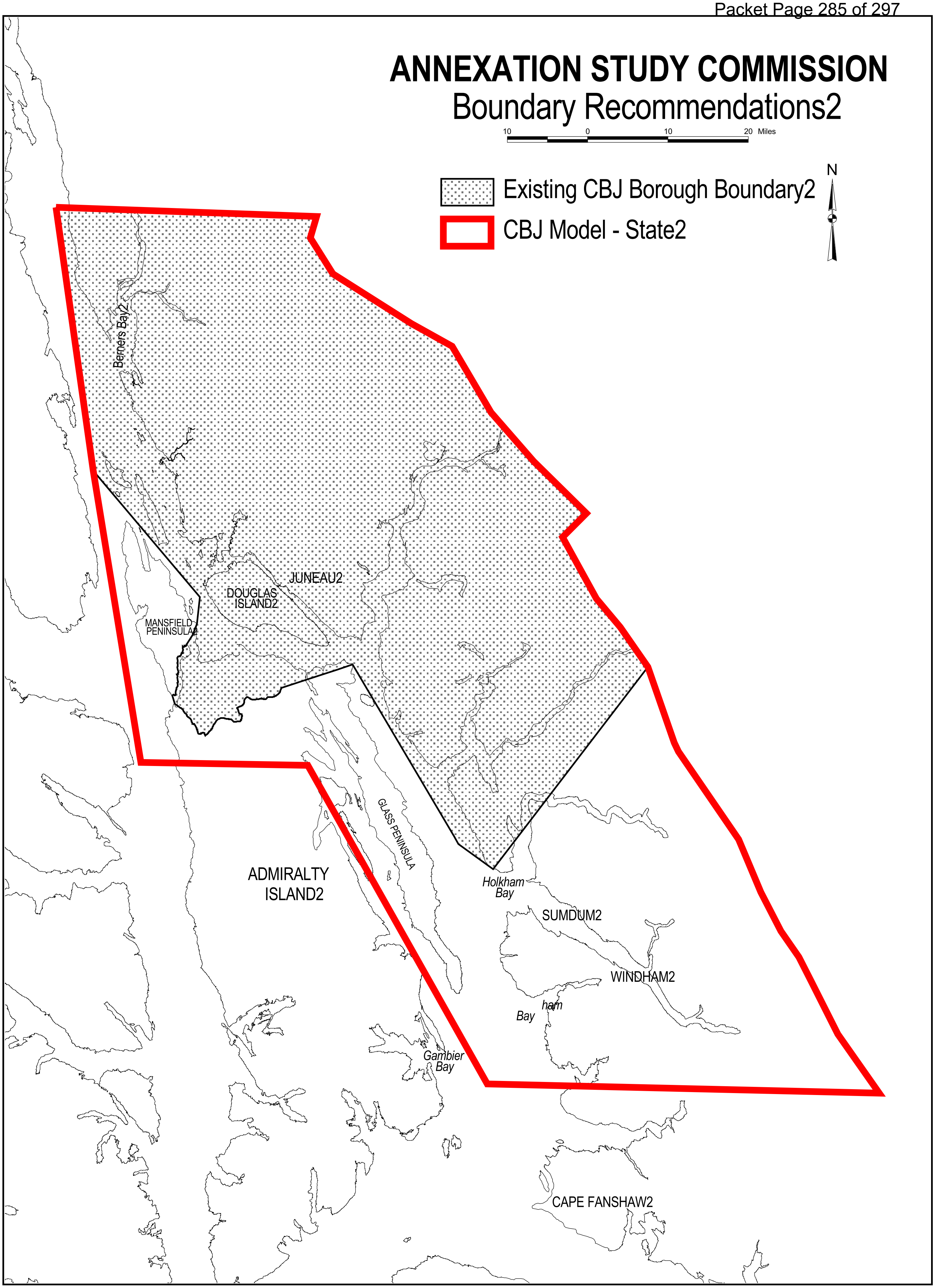
ANNEXATION STUDY COMMISSION
Boundary Recommendations2



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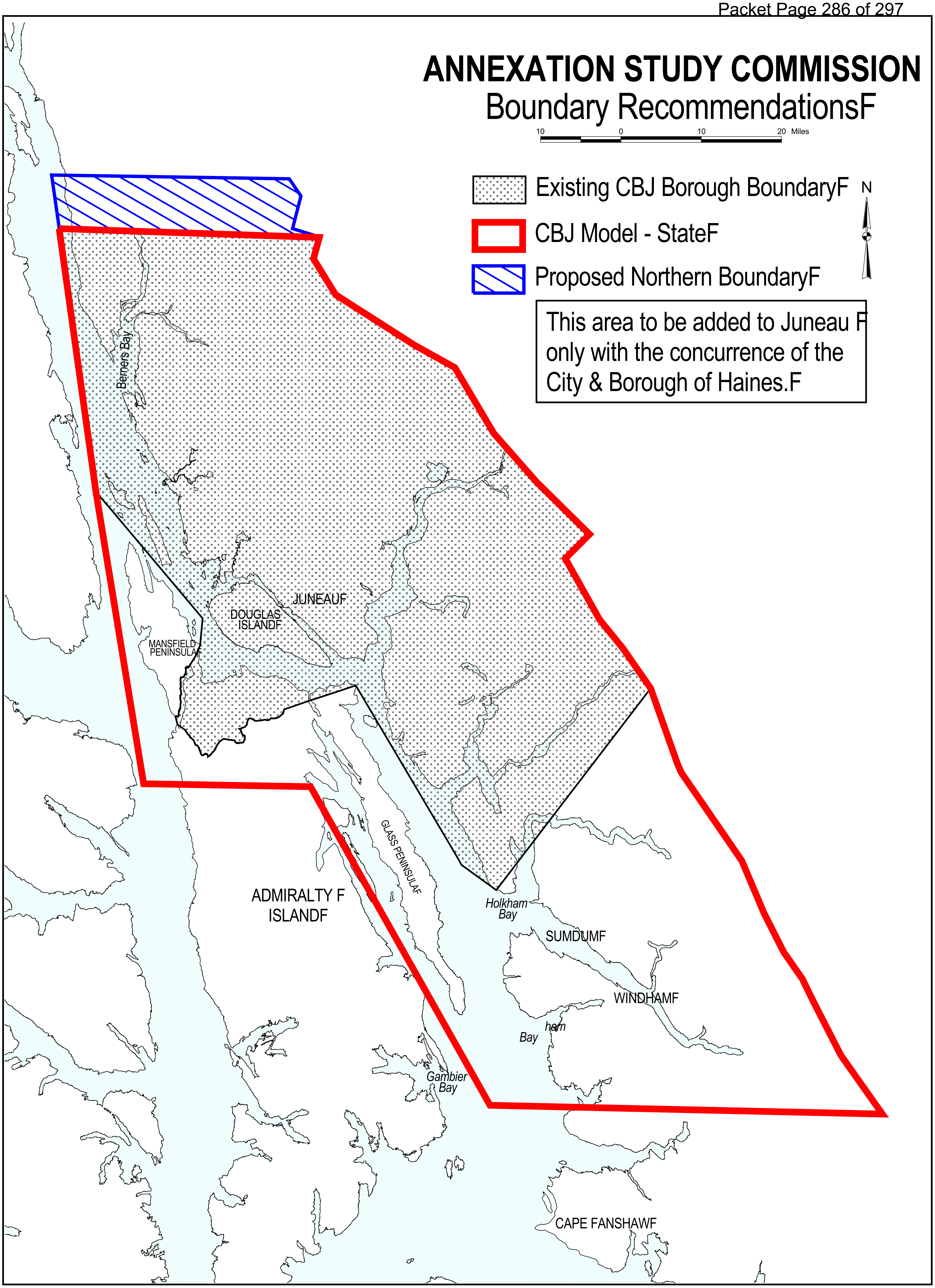

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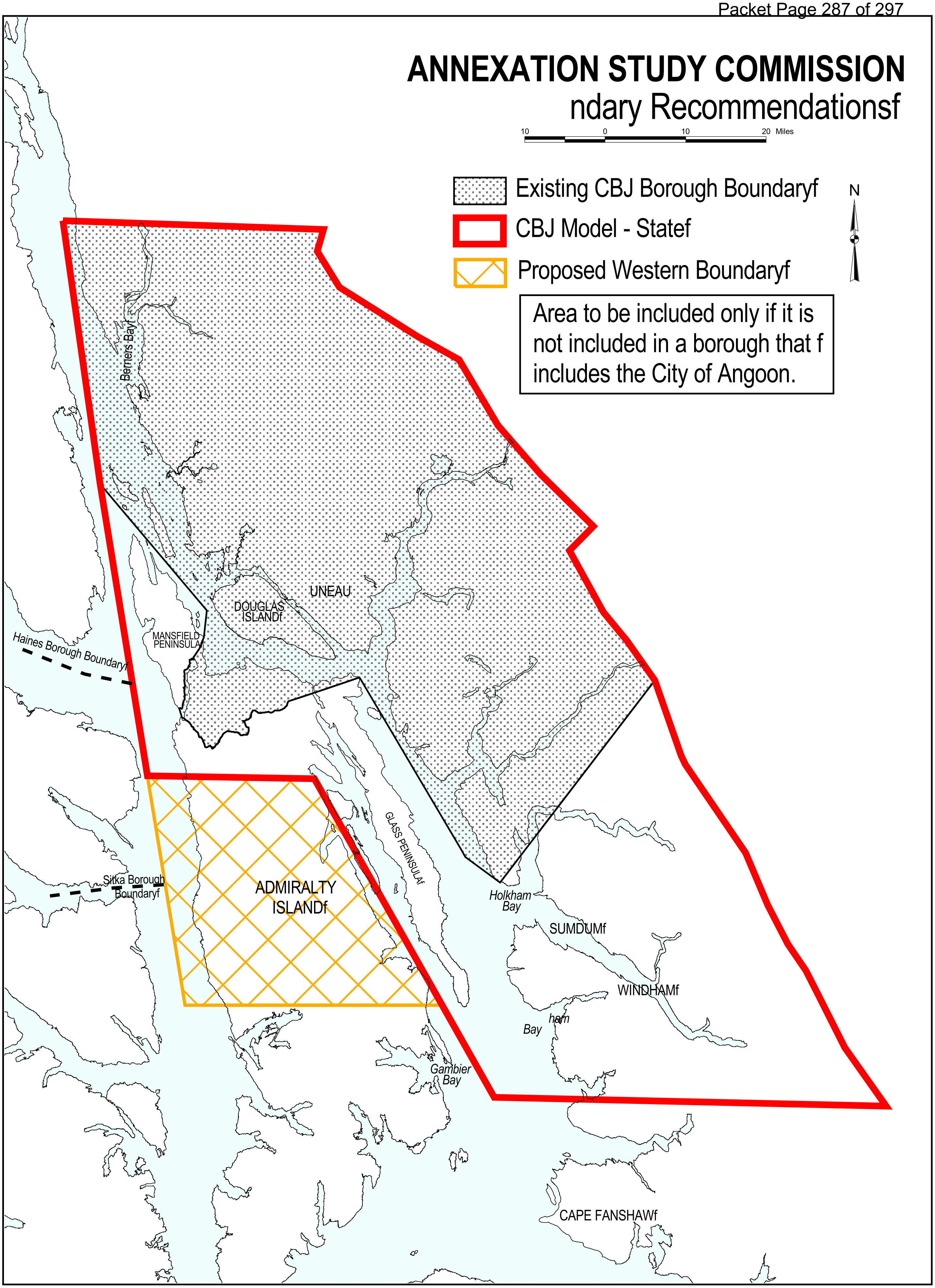

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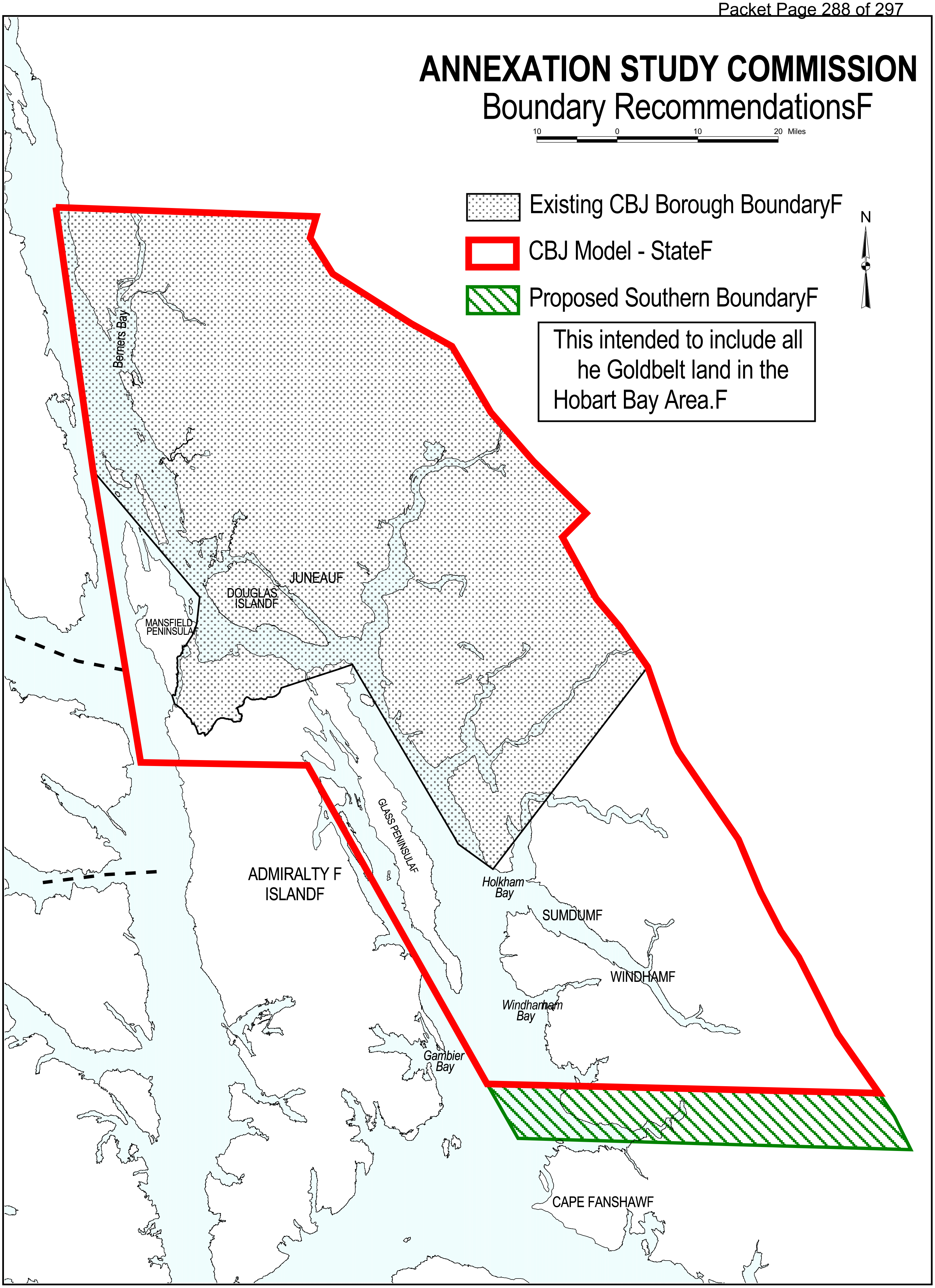

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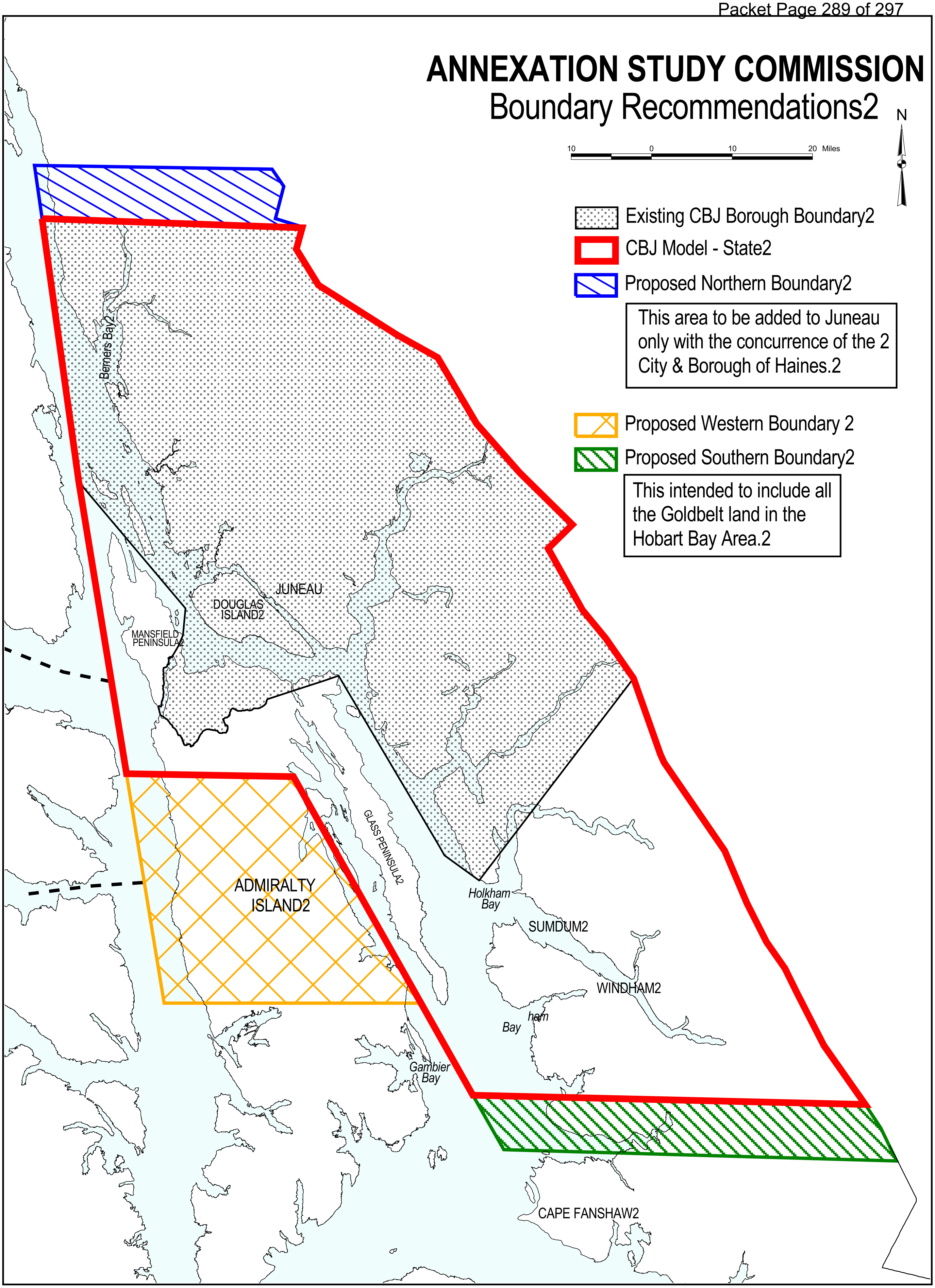

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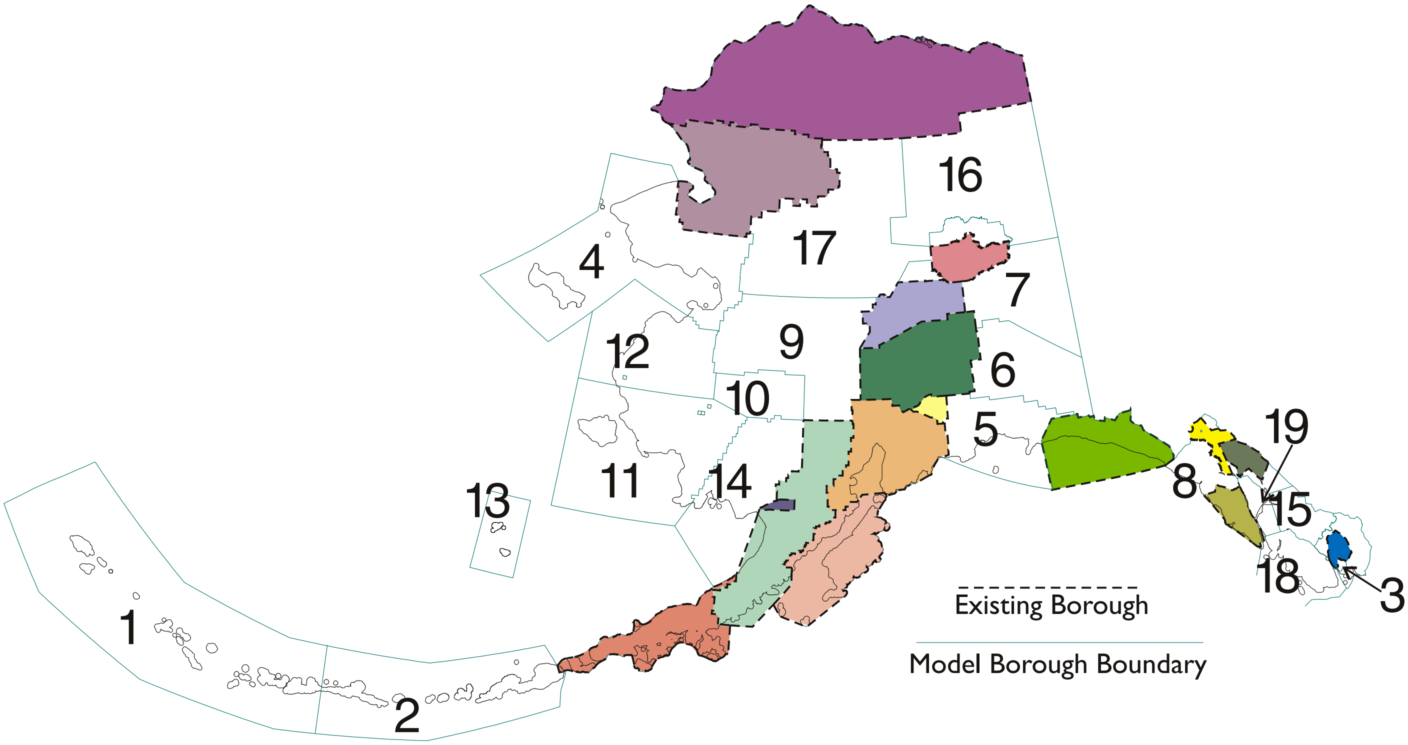
Model Borough Boundaries



1. Aleutian - Military
2. Aleutians West Region
3. Annette Island Reserve
4. Bering Straits
5. Prince William Sound
6. Copper River Basin
7. Upper Tanana Basin
8. Glacier Bay
9. Iditarod Region
10. Kuspuk
11. Lower Kuskokwim
12. Lower Yukon
13. Pribilof Islands
14. Dillingham-Nushagak-Togiak
15. Wrangell/Petersburg
16. Yukon Flats
17. Yukon-Koyukuk
18. Prince of Wales Island
19. Chatham

MODEL BOROUGH BOUNDARIES

(REVISED JUNE 1997)

PURPOSE OF THE MODEL BOROUGH BOUNDARY STUDY

Article X, Section 3 of Alaska's constitution requires the entire state to be divided into boroughs, organized or unorganized. It further provides that each borough must embrace an area and population with common interests to the maximum degree possible.

To carry out the constitutional mandate that the state be divided into boroughs, the 1961 legislature passed a law providing that all areas not within the boundaries of an organized borough constitute a single unorganized borough.[1] At the time the law was passed, no organized borough existed. Thus, all of Alaska was originally within the unorganized borough. The establishment of a single residual unorganized borough was seemingly done to preserve maximum flexibility in the setting of boundaries for organized boroughs.

From its beginning, the unorganized borough has always embraced an area and population with greatly diverse interests. Some take the position that the constitutional mandate that each borough embrace an area and population with maximum common interests was never intended to apply to unorganized boroughs. However, others take the opposite view.[2]

[1] That law is currently codified as AS 29.03.010.

In the late 1980's four boroughs attempted to annex portions of the unorganized borough. Several factors precipitated those actions. Among them were declining State aid to local governments and local concerns over the allocation and development of resources.

The unorganized borough's lack of maximum common interests among its parts also contributed to the borough annexation frenzy. In some instances, the annexation petitions precipitated the filing of competing proposals to incorporate new organized boroughs.

In October of 1988, the Kodiak Island Borough petitioned to annex an estimated 12,825 square miles. That prompted residents of the Alaska Peninsula to petition for the incorporation of the Lake and Peninsula Borough. The proposed Lake and Peninsula Borough contained an estimated 16,675 square miles, including much of the territory proposed for annexation to the Kodiak Island Borough.

In May of 1989, the Fairbanks North Star Borough petitioned to annex 216 square miles. The area in question contained substantial taxable property, comprised principally of pump station #7 of the trans-Alaska oil pipeline and some 16 miles of the pipeline. Residents of the

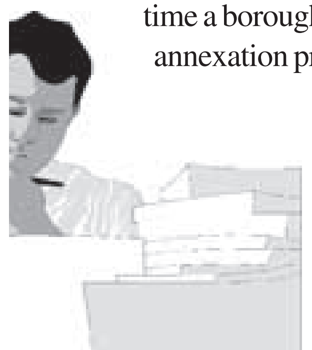
[2] The appendix lists the basis for some of the opposing views.

adjacent area were hostile to the proposed annexation. While the annexation petition prompted the adjacent region to conduct a study of the feasibility of forming a borough, no competing petition was ever filed.

In June of 1989, the City and Borough of Juneau petitioned to annex 140 square miles. The area in ques tion contained the Greens Creek Mine. Again, while the annexation proposal was resolutely opposed by inhabitants of the adjacent region, no competing borough proposal was filed.

In June of 1989, the Matanuska-Susitna Borough petitioned to annex an estimated 9,844 square miles to and including Healy. In October of that year, residents of the Railbelt Regional Educational Attendance Area filed a competing petition for the formation of the Denali Borough. The boundaries of the proposed Denali Borough encompassed an estimated 9,406 square miles, including much of the territory proposed for annexation by the Matanuska-Susitna Borough. That same month, another group of residents filed an unprecedented third competing petition for incorporation of the Valleys Borough. The Valleys Borough proposal took in an estimated 14,900 square miles, including most of the proposed Denali Borough as well as the community of Nenana.

Amid the intensive activity, it was readily apparent that three groups had a significant stakes in any borough boundary decision. These were residents within the proposed boundaries, people of the adjacent areas and the state as a whole. Further, it was amply evident that proposals for the formation of new boroughs or the expansion of boundaries of existing boroughs are sensitive issues in Alaska. Lawsuits or long-standing boundary disputes tend to erupt each time a borough incorporation or annexation proposal is advanced.

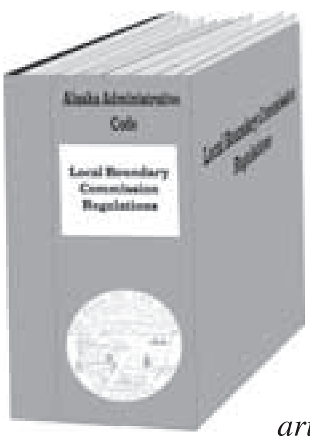


On the basis of such factors, the Commission concluded that, rather than examining borough boundaries only when petitions are lodged, it would invite public testimony from throughout the entire state and adopt 'model borough boundaries' throughout the unorganized borough. Such 'model' boundaries were to used as a frame of reference in the evaluation of future petitions. They were to be considered when existing organized boroughs seek to annex unorganized borough territory or when unorganized borough residents petition for borough incorporation.

The Commission and its staff provided by the Department of Community and Regional Affairs (DCRA) began planning the model borough boundary study in mid-1989. They focused first on the areas of the state for which borough annexation or incorporation petitions were pending. The effort to determine specific boundaries began in earnest in 1990 and was completed by the end of 1992. Specific funding for the project had been appropriated by the Alaska legislature.

Because borough formation and annexation proposals are often very emotional issues in Alaska, the Commission's reason for pursuing the model borough boundary project was occasionally misunderstood. The purpose of the study was not to force the incorporation of new boroughs or to promote annexation to existing boroughs. Instead, the study was intended to enable the Commission and DCRA to be better prepared for future borough petitions through the information and public comment obtained in the study process. The study also encouraged communities in the unorganized borough to consider where future boundaries should be drawn, as well as give guidance to petitioners on the factors which go into borough incorporation decisions.

The Commission adopted two provisions in its regulations relating to model borough boundaries. Both provisions were adopted prior to the completion of the model borough boundaries project.



The first provision relates to the incorporation of new boroughs. 19 AAC 010.060(b) provides that, *"Absent a specific and persuasive showing to the contrary, the commission will not approve a proposed borough with boundaries extending beyond the model borough boundaries adopted by the commission."* **[effective 10/12/91, register 120]**

The second provision relates to borough annexation proposals. 19 AAC 010.190(c) provides, "Absent a specific and persuasive showing to the contrary, the commission, in its discretion, will not approve a proposed borough or unified municipality with boundaries extending beyond the model borough boundaries adopted by the commission and identified in the 1992 Interim Report on Model Borough Boundaries." **[effective 7/31/92, register 123]**

The provisions in the regulation make it clear that the model borough boundaries are not rigid or unchangeable. Petitioners for borough incorporation or alteration of existing borough boundaries can successfully propose different boundaries if they make a specific and persuasive showing to the Commission why other boundaries are more appropriate.

STUDY PROCEDURES

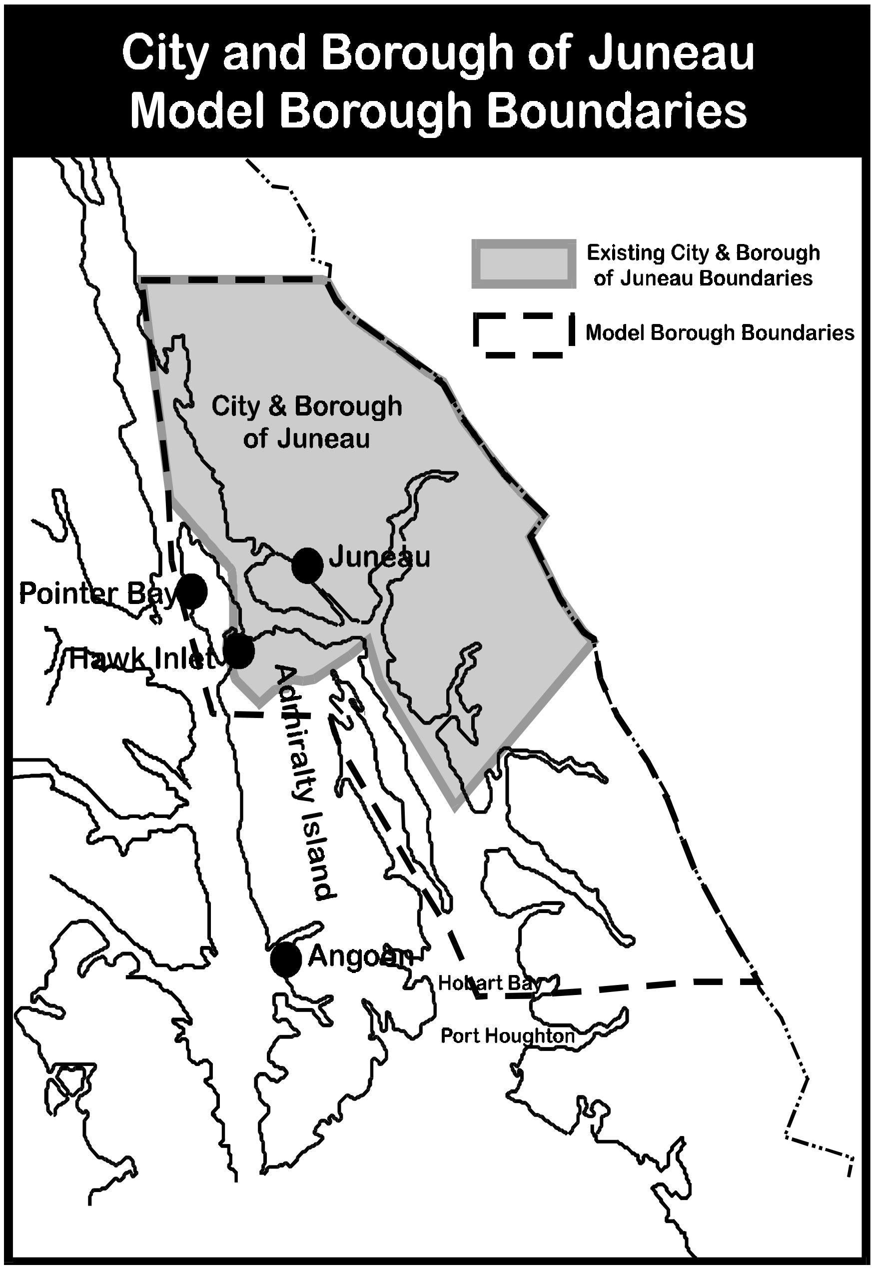
The Commission began its study of each area by sending out an eight-page tabloid which explained the study and set out the questions the Commission expected to consider in its decision-making process. Each tabloid included a map on which recipients were requested to draw suggested boundaries. DCRA prepared and widely distributed a report of its findings and recommendations for the area, and then the Commission held hearings in as many communities as resources allowed. At the completion of the project, hearings had been conducted by the Commission in 88 communities (either in person or by teleconference).

The study prompted residents and organizations throughout the state to articulate where they believed future boundaries should be set. Municipal governments and other public and private local and regional organizations helped execute the model boundaries project. Many hundreds of interested parties provided written comment or oral testimony.

Completion of the study renders the Commission and DCRA much better prepared to evaluate future petitions. A wealth of information and public comment was obtained in the study process.

Maps and a brief discussion of model borough boundaries adopted by the Commission follow.

City and Borough of Juneau. The Commission conducted a hearing on the model boundaries for the City and Borough of Juneau in July, 1990, but delayed action on the boundaries pending testimony from residents of adjacent regions. In November of 1990, the Commission held model boundary hearings in Kake, Hoonah, Cube Cove, Angoon, Sitka, Elfin Cove, Port Alexander, Pelican, Tenakee Springs, Haines, Skagway, Yakutat and Gustavus (due to weather conditions, the hearings were conducted by teleconference.)



In November, 1991, the Commission defined the model boundaries for the City and Borough of Juneau to include the Mansfield Peninsula, Glass Peninsula, and Seymour Canal areas of Admiralty Island. The model boundaries extend south along Stephens Passage to Hobart Bay on the mainland. From there, the boundaries run due east to the Alaska/Canada border. The boundary continues northward along the Alaska/Canada border following the existing boundaries of the City and Borough of Juneau.

The model borough boundaries take in about 2,400 square miles of land and water outside of the current boundaries of the City and Borough of Juneau. The area defined by the model borough boundaries had a 1990 population of 26,938 residents, all but 187 of whom lived within the established corporate limits of the City and Borough of Juneau.

APPENDIX

The following lists certain of the reasons why some believe that the provision of Article X, Section 3 of Alaska's Constitution requiring each borough to embrace an area and population with common interests to the maximum degree possible, applies to both organized and unorganized boroughs.

A direct reading of Article X, Section 3 is unambiguous in its application to unorganized boroughs. The provision states in relevant part, "The entire State shall be divided into boroughs, organized or **unorganized**. **They** shall be established in a manner and according to standards provided by law. . . **Each** borough shall embrace an area and population with common interests to the maximum degree possible. . ."

The Public Administration Service (PAS) expressed the view that unorganized boroughs had to conform to the borough boundary standards.[3] On page 52 of its Local Government Under the Alaska Constitution (January 1959) the PAS notes that *"Returning then, to the question of the proper size and number of the* ***initial unorganized boroughs****, it would seem desirable to begin with a small number of very large boroughs. One possibility would be to begin with only four, which might correspond precisely or substantially to the four major senate districts. Since these districts were drawn primarily on the basis of the way in which the State is divided into* ***natural 'socio-economic' areas, with drainage and other geographic factors such as mountain barriers*** *being considered in setting the boundary lines, this division of the State might well provide a logical basis for the differential treatment of local affairs which, as already indicated, the borough system permits. If experience showed the need for further differentiation, the large boroughs could be broken down into somewhat smaller ones. It is important to remember that it is always easier to subdivide a political area than it is to combine areas previously subdivided."* (emphasis added).

The Executive Director of the Alaska Legislative Council held those same views. In a December 1, 1959 paper entitled Local Government and the State Constitution - Constitutional Intent, the John C. Doyle wrote that, *"Under the terms of the proposed article, all of Alaska would be subdivided into boroughs. Each would cover a geographic area with common economic, social, and political interests. Boundaries are to be established by the state. . . . Three classes of boroughs might be sufficient, but the legislature is not limited to three. . . . The unorganized borough would be the third class borough. . ."*[4]

Vic Fischer states on page 119 of Alaska's Constitutional Convention (University of Alaska Press 1975) that one of the initial principles set forth by the Convention's Committee on Local Government was that *"Provision should be made for subdividing all Alaska into local units*

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3 The PAS, a non-profit organization, was selected by the Alaska Statehood Committee to provide research and consulting services in conjunction with the efforts to develop Alaska's constitution. (See Alaska's Constitutional Convention, Victor Fisher, pages 18 - 21.) The PAS also provided consulting services to the First Alaska State Legislature in the implementation of Alaska's constitution.

4 The paper was submitted to Representative Peter J. Kalamarides, Chairman of the Alaska Legislative Council with the following statement, *"Attached hereto you will find a report on the local government article of the State Constitution. The report is the one which was submitted by the Committee on Local Government to the Constitutional Convention (1955-56), but it has been revised to reflect the amendments and thinking of the Convention when the proposal was discussed and finally approved on the floor. The Committee's report and comments, and the transcript of the Convention's proceedings were used in preparing this revised report. . ."* At the time the report was submitted, two of the ten members of the Alaska Legislative Council had been delegates to the Constitutional Convention. These were Senator Frank Peratrovich, Vice Chairman of the Council, and Representative Warren A. Taylor.

(boroughs) based on economic, geographic, social, and political factors; initially, not all need be organized."[5]

Thomas A. Morehouse and Victor Fischer wrote in Borough Government in Alaska under the heading "Organized and Unorganized Boroughs" that, *"All of Alaska was to be subdivided into logical borough units. Depending on readiness and capability for government, these would be classified as organized or unorganized boroughs . . ."*

Richard W. Garnett, III, wrote in a paper for the Institute of Social, Economic and Government Research that, *"The local government article of the state constitution calls for the division of the state into boroughs, organized and unorganized. The language of the article presupposes plural unorganized units.*[6] *The specific reference in Section 6 to 'maximum local participation and responsibility' in unorganized boroughs indicates that manageable units encompassing communities of interest were contemplated for unorganized as well as organized boroughs. It is difficult to believe that the single unorganized borough that now exists complies with the intention expressed in the constitution."*

The Local Boundary Commission expressed views consistent with this interpretation during its "Model Borough Boundary Study".[7] For example, in the LBC's paper announcing the model borough boundary study for the Aleutian/Pribilof Islands Region, the LBC stated, *"Clearly, the Unorganized Borough does not meet the requirement of Article X, Section 3 of the Alaska Constitution that, 'each borough embrace an area and population with common interests to the maximum degree possible."* (August 1991, page A-2)

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[5] Vic Fischer was a Delegate to Alaska's Constitutional Convention and was also a member of the Convention's Committee on Local Government. He is widely regarded as an expert on Alaska's Constitution, particularly the local government article.

[6] Equalization of Local Government Revenues in Alaska (ISEGR Occasional Papers, January 1973). Richard W. Garnett, III, is a former Assistant Attorney General for the State of Alaska. His remarks may have represented his personal views rather than those of the Department of Law.

[7] The LBC and its DCRA staff began the Model Boundary study throughout the unorganized borough in mid-1989. The goal of the study was to "identify the best potential boundaries for future boroughs." The project was completed in 1992.