



REGULAR ASSEMBLY MEETING 2025-01 AGENDA

January 06, 2025 at 7:00 PM

Assembly Chambers/Zoom Webinar

<https://juneau.zoom.us/j/91515424903> or 1-253-215-8782 Webinar ID: 915 1542 4903

Submitted By:

Katie Koester, City Manager

A. FLAG SALUTE

B. LAND ACKNOWLEDGEMENT

We would like to acknowledge that the City and Borough of Juneau is on Tlingit land and wish to honor the indigenous people of this land. For more than ten thousand years, Alaska Native people have been and continue to be integral to the well-being of our community. We are grateful to be in this place, a part of this community, and to honor the culture, traditions, and resilience of the Tlingit people. *Gunalchéesh!*

C. ROLL CALL

D. SPECIAL ORDER OF BUSINESS

1. Proclamation honoring Kathy Vanderjack

E. APPROVAL OF MINUTES

- [2. January 30, 2024 Special Joint Assembly/School Board Meeting 2024-03 Minutes-DRAFT](#)
- [3. May 29, 2024 Special Joint Assembly/Bartlett Regional Hospital Board Meeting 2024-11 Minutes-DRAFT](#)
- [4. June 3, 2024 Special Assembly Meeting 2024-12 Minutes-DRAFT](#)
- [5. June 17, 2024 Regular Assembly Meeting 2024-13 Minutes-DRAFT](#)
- [6. November 18, 2024 Regular Assembly Meeting 2024-25 Minutes-DRAFT](#)

F. MANAGER'S REQUEST FOR AGENDA CHANGES

G. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS *(Limited to no more than 20 minutes, with each speaker limited to a length of time set by the Mayor not to exceed three minutes.)*

H. CONSENT AGENDA

Public Request for Consent Agenda Changes, Other than Ordinances for Introduction

Assembly Request for Consent Agenda Changes

Assembly Action

I. Ordinances for Introduction

- [7. Ordinance 2024-01\(b\)\(AA\) An Ordinance Appropriating up to \\$100,000 to the Manager for a Loan to BroKo Holdings, LLC for 220 Front Street; Funding Provided by the Affordable Housing Fund.](#)

During the Fall 2024, Round Four competition of the Juneau Affordable Housing Fund (JAHF), two projects were awarded funding through a competitive funding round. The awardees were announced at the November 4, 2024, Lands Housing and Economic Development Committee meeting. The 220 Front Street apartment project was approved at the December 16, 2024, Assembly meeting.

This project is seeking to build 20 units affordable to households making 80% of the area median income (AMI). During the initial competition, this project placed second and was awarded the remainder of the available competitive funds in the amount of \$1 million. Because the original request for funding was \$1.1 million, it was not fully funded. The Assembly, at their December 16th meeting, requested full funding of this project by awarding the additional \$100,000 to meet the \$1.1 million request.

This project meets the intent of the JAHF award guidelines document and the 2016 Housing Action Plan.

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

8. Ordinance 2024-01(b)(AB) An Ordinance Appropriating \$5,000,000 to the Manager for the Aurora Harbor Improvements Capital Improvement Project; Grant Funding Provided by the Alaska Department of Transportation and Public Facilities.

This ordinance would appropriate \$5 million of grant funds from the Alaska Department of Transportation and Public Facilities' Harbor Facility Grants Program. This funding would provide support for the phase IV of the Aurora Harbor project. Phase IV project work includes the installation of new main walks J and K in the north end of the basin, completing the headwall float to reconnect the north parking lot to the harbor; updating the gangway, electrical system, lighting, potable water, and fire suppression systems; and installing a new Tee float on main walk H. The local match requirement will be met with existing 2017 and 2022 1% Sales Tax and Harbor Enterprise fund balance. Docks and Harbors anticipates a bid award in February 2025.

The use of 2017 1% Sales Tax funds is consistent with the intent of the of the initiative approved by voters in the October 4, 2016 municipal election. The use of 2022 1% Sales Tax funds is consistent with the intent of the of the initiative approved by voters in the October 4, 2022 municipal election.

The Docks and Harbor Board will review this request at the January 30, 2025 regular meeting.

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

9. Ordinance 2024-01(b)(AC) An Ordinance Appropriating \$7,520 to the Manager for a Grant to Juneau Economic Development Council; Funding Provided by General Funds.

Juneau Economic Development Council's (JEDC) property at 612 W. Willoughby Ave. Suite A does not qualify for CBJ's non-profit property tax exemption in 2024 because they did not submit their exemption application timely. As a result, property taxes cannot be exempted for 2024, and must be paid by JEDC. This is an unanticipated financial burden for JEDC. This grant would, in effect, acknowledge the intended non-profit purpose of 612 W. Willoughby Ave. Suite A, even though it did not meet the strict legal criteria to be exempted.

The Assembly Finance Committee will review this request at the January 8, 2025 meeting.

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

10. Ordinance 2025-08 An Ordinance Authorizing the Manager to Execute an Agreement with Alaska Electric Light & Power Company and AJT Mining Properties, Inc. for the Purpose of an Access Easement for the Christopher Trail.

Parks and Recreation has been working with AEL&P and AJT Mining Properties to improve recreational access between Cope Park and the Gold Creek Flume. By relocating an 86-foot long timber bridge from Kaxdigoowu Héen Dei (Brotherhood Bridge Trail) to Cope Park, a new trail connection can be made. This connection will require crossing approximately 250 feet of property owned by AJT. AJT has offered an easement at no cost. Alaska Statute 09.65.202 provides for a level of indemnification for landowners that allow recreational use of their land without charge. Ordinance 2025-01 allows the Manager to execute an agreement and allows an exception to the general prohibition on indemnification.

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

J. Resolutions

11. Resolution 3082 A Resolution Adopting an Alternative Allocation Method for the FY2025 Shared Fisheries Business Tax Program and Certifying that this Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity within the Northern Southeast Fisheries Management Area.

This resolution would facilitate the CBJ’s participation in the State’s FY2025 Shared Fisheries Business Tax Program by certifying to the State that the CBJ suffered significant effects during calendar year 2023 from fisheries business activities within the CBJ’s qualifying area.

Pursuant to this program, the State distributes a share of State fishery revenues to each participating community in the Northern Southeast area.

It is anticipated that the CBJ’s share will be approximately \$1,431.58.

Clerk's note: This resolution was originally before the Assembly at its December 16, 2024 meeting but the resolution document was inadvertently marked as confidential and did not appear in any of the published packet materials. The resolution is now included in the packet for Assembly action.

The City Manager recommends the Assembly adopt this resolution.

12. Resolution 3083 A Resolution Ratifying the Labor Agreement between the City and Borough and the International Longshore and Warehouse Union AFL-CIO, Healthcare Unit 2201.

Per CBJ Code 44.10.120, tentative agreements between BRH and the ILWU must be presented to the Assembly for review and ratification. The Hospital Board approved this agreement at its December 19, 2024 meeting.

The City Manager recommends the Assembly adopt this resolution.

13. Resolution 3088 A Resolution Opposing Proposal 156, Alaska Board of Fisheries.

While the Assembly typically declines to take a position on statewide issues, Proposal 156 will directly impact Juneau and Southeast Alaska by reducing hatchery permitted pink and chum salmon egg take levels by 25%. Southeast hatcheries produce chum salmon to supplement wild stocks and sustain commercial fisheries. In 2024, hatcheries contributed approximately \$34 million of the estimated \$75 million commercial harvest value to Southeast Alaska’s economy; 86% of that value

was from chum salmon. A reduction to salmon production will impact our local hatchery, DIPAC, our commercial fisheries, our charter fisheries, as well as our subsistence and personal use fishing.

The City Manager recommends the Assembly adopt this resolution.

K. PUBLIC HEARING

14. Ordinance 2024-01(b)(Z) An Ordinance Appropriating \$1,000,000 to the United States Army Corps of Engineers Glacier Flood Study Capital Improvement Project; Funding Provided by the U.S. Department of Agriculture, Forest Service, Tongass National Forest.

CBJ has entered a Participating Agreement with the United States Department of Agriculture, Forest Service, Tongass National Forest. Through this agreement, CBJ has been awarded \$1,000,000 in funding that would provide for continued technical and financial support for near-term studies to provide base line data for the United States Army Corps of Engineers General Investigation study to find a long-term solution to future Mendenhall Lake outburst flooding. The local match requirement of \$326,707 will be met by in-kind Engineering and Public Works personnel service costs which must be met by the end of the agreement.

The Systemic Racism Review Committee reviewed this ordinance at its December 17, 2024 meeting.

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

15. Ordinance 2024-43 An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of Approximately 63 Acres of USS 4605 FR, and 2.27 Acres of USS 3172 LT 38, Located on North Douglas Highway, from RR to D3.

This proposed rezone requested by CBJ (applicant) is consistent with development to the west and north. Bonnie Brae and Blacktail Subdivisions to the west are zoned D3. Lots to the north along North Douglas Highway are also zoned D3. Development will be challenging due to mapped wetlands and slopes in excess of 18 percent.

The Planning Commission heard [this proposal](#) at its regular meeting on October 22, 2024. The Planning Commission recommends the Assembly approve the rezone.

The Assembly Lands, Housing & Economic Development Committee reviewed this request at the December 2, 2024 meeting.

The Systemic Racism Review Committee reviewed this ordinance at its December 17, 2024 meeting.

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

16. Ordinance 2024-44 An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of 28 Acres of USS 3820 LT3 B1 and USS2391 LT 1, Accessed via Glacier Highway in the Auke Bay Area.

This proposed rezone requested by CBJ (applicant) is uphill from the Auke Bay community core. Staff recommends reducing the applicant's scope to eliminate incompatible Comprehensive Plan land use designations, resulting in a total of approximately 29.5 acres for rezone. Mapped wetlands cover most of the proposed rezone, which will increase development costs.

The Planning Commission accepted Staff recommendation at its [regular meeting on October 22, 2024](#). The Planning Commission recommends the Assembly approve the reduced scope rezone.

The Assembly Lands, Housing & Economic Development Committee reviewed this request at its December 2, 2024 meeting.

The Systemic Racism Review Committee reviewed this ordinance at its December 17, 2024 meeting.

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

17. Ordinance 2024-45 An Ordinance Amending the Official Zoning Map of the City and Borough by Rezoning Approximately 33 Acres of Parcel No. 8B3401000100, USS 3807, Located at 15700 Auke Rec Bypass Road, North of 15700 Glacier Highway.

The applicant (CBJ) requests a rezone of approximately 33 acres uphill (north) of 15700 Glacier Highway from RR to D3 (in the Auke Bay area).

The Planning Commission considered this proposal at its regular meeting on October 22, 2024. The Planning Commission recommends the Assembly approve the rezone.

The Assembly Lands, Housing & Economic Development Committee reviewed this request at the December 2, 2024 meeting.

The Systemic Racism Review Committee reviewed this ordinance at its December 17, 2024 meeting.

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

18. Ordinance 2024-46 An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of Pederson Hill II Lt 2A, Parcel 4B2201010102, Approximately 6 Acres, Located at the End of Karl Reishus Boulevard.

Applicant (CBJ) requests a rezone for approximately six acres at the end of Karl Reishus Boulevard from 10SF to D10 creating opportunity for multifamily housing.

The Planning Commission considered this proposal at its regular meeting on October 22, 2024. The Planning Commission recommends the Assembly approve the rezone.

The Assembly Lands, Housing & Economic Development Committee reviewed this request at the December 2, 2024 meeting.

The Systemic Racism Review Committee reviewed this ordinance at its December 17, 2024 meeting.

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

19. Ordinance 2024-47 An Ordinance Amending the Official Zoning Map of the City and Borough by Rezoning 39 Acres of USS 4605 FR, Located on North Douglas Highway, from D3 to D18.

At the Regular Planning Commission meeting on October 22, 2024, the Commission voted to recommend approval of a CBJ (applicant) request rezone of 39 acres of CBJ land south of Grant Creek from D3 to D18. A fraction of these 39 acres was subject to a 2022 Property Acquisition and Disposal (PAD2022 0002) that received a recommendation of approval from the Planning Commission and Assembly Lands Housing and Economic Development Committee.

The Planning Commission recommends the Assembly approve the rezone.

The Assembly Lands, Housing & Economic Development Committee reviewed this request at the December 2, 2024 meeting.

The Systemic Racism Review Committee reviewed this ordinance at its December 17, 2024 meeting.

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

20. Ordinance 2024-48 An Ordinance Amending the Official Zoning Map of the City and Borough by Rezoning Approximately 87 Acres, Parcel 6D0611000010, North of Grant Creek from D3 to D15.

At the Regular Planning Commission meeting on October 22, 2024, the Commission voted to recommend approval of a CBJ (applicant) rezone of approximately 87 acres of undeveloped land north of Grant Creek from D3 to D15. Rezone is consistent with the adjacent zoning district.

The Assembly Lands, Housing & Economic Development Committee reviewed this request at the December 2, 2024 meeting.

The Systemic Racism Review Committee reviewed this ordinance at its December 17, 2024 meeting.

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

21. Ordinance 2024-49 An Ordinance Amending the Comprehensive Plan by Adopting the Blueprint Downtown Area Plan.

On April 23, 2024, the Planning Commission, at its special public meeting, adopted the analysis and findings listed in the attached memorandum dated April 16, 2024, and recommended that the City and Borough Assembly adopt staff's recommendation for a text amendment to adopt the Blueprint Downtown Area Plan as an addendum to the CBJ Comprehensive Plan with revisions noted in the staff report. The Commission added a recommendation to encourage a stronger focus on housing with preference language for projects involving housing downtown.

The Assembly discussed the adoption of the recommended text amendment at the June 3, 2024 Lands, Housing, and Economic Development Committee and the September 9, 2024 Committee of the Whole meeting. After discussion about adoption options, resolution vs. ordinance, the COW passed a motion to direct staff to draft an ordinance to adopt the Blueprint Downtown Area Plan as part of the CBJ Comprehensive Plan, 7-1.

It is noted that grammatical and formatting errors will be resolved prior to the final printing of the Plan. A handful of corrections recommended for approval are noted in Attachment A.

The draft Blueprint Downtown Area Plan may be found online: <https://juneau.org/community-development/blueprint-downtown>.

The Systemic Racism Review Committee reviewed this ordinance at its December 17, 2024 meeting.

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

22. Ordinance 2024-01(b)(W) An Ordinance Appropriating up to \$3,000,000 to the Manager for a Loan to Tower Legacy II, LLC for Creekside Apartments; Funding Provided by the Affordable Housing Fund.

In July 2024, the CBJ Assembly made \$4,000,000 available for use by for-profit and non-profit organizations, public and regional housing authorities, and tribal governments interested in the creation of affordable and workforce housing in the City and Borough of Juneau. On November 4, 2024, The LHED Committee reviewed funding recommendations and forwarded this project to the full Assembly for approval.

This ordinance appropriates \$3,000,000 to the Creekside Apartments project.

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

23. Ordinance 2024-01(b)(Y) An Ordinance Transferring \$288,836 from CIP F22-027 Juneau Police Department Roof Replacement to CIP P41-091 Deferred Building Maintenance.

This ordinance would transfer \$288,836 from the Juneau Police Department Roof Replacement CIP to the Deferred Building Maintenance CIP. This transfer would return unspent funds previously appropriated through 2023-04(b)(G). This project is complete and ready to be closed and does not require the remaining funds.

This transfer of project funding is consistent with the intent of the 2022 1% Sales Tax initiative approved by voters in the October 4, 2022 municipal election.

The Public Works and Facilities Committee reviewed this request at the December 2, 2024 meeting.

The Systemic Racism Review Committee reviewed this ordinance at its December 17, 2024 meeting.

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

L. NEW BUSINESS

24. Paden Application to Purchase CBJ Property at Pearl Harbor

In September 2024, Luke and Keely Paden submitted an application to the Lands Office with a request to purchase a 0.6 acre waterfront property located adjacent to the Jensen-Olson Arboretum. The 2016 adopted Land Management Plan lists this property as “Retain”, and this property is managed by the Parks and Recreation Department as public access to the waterfront. Disposal of this property is inconsistent with adopted plans, including the Comprehensive Plan, Land Management Plan, and Parks & Recreation Master Plan. It is also inconsistent with Ordinance 96-26 because this parcel has been “preserved from other uses for the purpose of inclusion in the Juneau Open Space & Parks System.” The Lands, Housing, and Economic Development (LHED) Committee reviewed this application at the 12/02/24 meeting and provided a motion to deny this application.

The City Manager recommends the Assembly adopt a motion to deny the Paden application to purchase the property adjacent to the Jensen-Olson Arboretum in accordance with the motion passed at the December 2, 2024 Lands, Housing and Economic Development Committee meeting.

25. Goldbelt Seadrome Building Request for authorization for Direct Negotiations under Title 53.09.260(a) – Negotiated Sales, Leases and Exchanges.

The ownership for the uplands property of the Seadrome Building (76 Egan Drive) is a quilt work of small parcels owned by Goldbelt (dba Cultural Preservation, Inc.) and by CBJ (managed by Docks & Harbors). The property lines create challenges for both the CBJ and Goldbelt including the CBJ not having access from Egan Drive to CBJ property; and, Goldbelt, owner of the Seadrome Building, stymied in developing meaningful improvements due to the layout of the multiple parcels, each requiring setbacks. Goldbelt is proposing an land exchange, potentially including purchase & sale of CBJ property, with Docks & Harbors for re-development of the Seadrome Building. Goldbelt’s preliminary plans would be to raze and replace the existing building with a facility suited for the downtown waterfront.

If supported by Assembly motion, negotiations with Goldbelt will commence and a purchase & sales agreement or new lease will be returned to the Assembly for adoption by ordinance via the Docks & Harbors Board. There are no monetary commitments by CBJ with this motion for direct negotiations with Goldbelt. The Lands, Housing and Economic Development Committee reviewed this application at the December 2, 2024 meeting and provided a motion of support. In December 2022, the LHED Committee provided a similar motion of support.

The City Manager recommends the Assembly adopt a motion of support to consider the proposal.

M. STAFF REPORTS

26. Thank you letters to U.S. Congressional Delegation

N. ASSEMBLY REPORTS

Mayor's Report

Committee and Liaison Reports

Presiding Officer Reports

O. ASSEMBLY COMMENTS & QUESTIONS

P. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Q. EXECUTIVE SESSION

R. SUPPLEMENTAL MATERIALS

S. ADJOURNMENT

T. INSTRUCTION FOR PUBLIC PARTICIPATION

The public may participate in person or via Zoom webinar. Testimony time will be limited by the Mayor based on the number of participants. **Members of the public that want to provide oral testimony via remote participation must notify the Municipal Clerk prior to 4pm the day of the meeting by calling 907-586-5278 and indicating the topic(s) upon which they wish to testify.** For in-person participation at the meeting, a sign-up sheet will be made available at the back of the Chambers and advance sign-up is not required. Members of the public are encouraged to send their comments in advance of the meeting to BoroughAssembly@juneau.gov.

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

SPECIAL MEETING #2024-03 JOINT ASSEMBLY/BOARD OF EDUCATION MINUTES – DRAFT MINUTES



January 30, 2024, at 5:30 PM

Assembly Chambers/Zoom Webinar

Meeting 2024-03: The Special Joint Meeting of the City and Borough of Juneau Assembly and Juneau Board of Education, held in the Assembly Chambers, was called to order by Mayor Beth Weldon at 5:30 PM.

A. CALL TO ORDER

B. LAND ACKNOWLEDGEMENT

Deputy Mayor Hale provided the following land acknowledgement: We would like to acknowledge that the City & Borough of Juneau is on Tlingit land and wish to honor the indigenous people of this land. For more than ten thousand years, Alaska Native people have been and continue to be integral to the well-being of our community. We are grateful to be in this place, a part of this community, and to honor the culture, traditions, and resilience of the Tlingit people. Gunalchéesh!

C. ROLL CALL

Assemblymembers Present: Wade Bryson, Greg Smith, Christine Woll, 'Wáahlaal Gídaag, Paul Kelly, Deputy Mayor Michelle Hale and Mayor Beth Weldon. Alicia Hughes-Skandijs joined at 5:38pm and Ella Adkison joined at 5:43pm.

Board of Education Members Present: Deedie Sorenson, Will Muldoon, Elizabeth Siddon, Emil Mackey, Amber Frommherz, Brittany Cioni-Haywood, and David Noon (present until 7:58pm).

CBJ Staff Present: City Manager Katie Koester, Deputy City Manager Robert Barr, Municipal Attorney Robert Palmer, Municipal Clerk Beth McEwen, Deputy Municipal Clerk Andi Hirsh, Assistant Attorney Emily Wright, Finance Director Angie Flick, Assistant Attorney Sherri Layne, Budget Manager Adrien Wendel, Building Maintenance Supervisor Nate Abbott, Assistant Attorney Christopher Storz.

JSD Staff Present: Chief of Staff Kristen Bartlett, Superintendent Frank Hauser, Director of Teaching and Learning Support Kristin Garot

D. AGENDA TOPICS

1. Assembly/School Board Discussion of Juneau School District (JSD) Finances:

i. Summary of January 29, 2024, Assembly Committee of the Whole (COW)

Mayor Weldon expressed the Assembly's frustration at the fiscal mismanagement of education funds. She said the Board of Education (School Board) has broken the public's trust. She asked Superintendent Hauser to finish his presentation from the January 29, 2024, Committee of the Whole meeting.

Superintendent Hauser said he covered the current Juneau School District (JSD) budget deficit of \$8 million dollars, and the budget assumptions made at the January 29, 2024, Committee of the Whole meeting. He said the presentation tonight was focused on how to close the deficit. He noted that data trends highlighted decreasing student enrollment and therefore decreasing revenue. The district lost 1,533 students since 2000.

Mr. Hauser said the Base Student Allocation (BSA) was the primary source of revenue for the district and due to inflation, the purchasing power for the district decreased 21.4% since 2012. He noted in the last year districts across the state received a \$30, or .5%, increase in the BSA, which was the first increase since 2017. Mr. Hauser estimated JSD will receive \$31 million from the State, down from almost \$40 million in FY17.

He said the board is required to pass balanced budgets for FY24 and FY25 and that the board cannot make small line-item decisions to address the FY24 deficit of \$8 million dollars. He said salaries and benefits make

up almost 90% of the annual budget, with the majority of that going to teachers, paraeducators, counselors, specialists, and librarians.

Mr. Hauser said restructuring by consolidating buildings is necessary. He noted that a rough estimate of cost savings through the elimination of duplicate staff for consolidating would be \$668,000 for an elementary school, \$913,000 for a middle school, and \$1,300,000 for a high school. He said the district has proposed five (5) different models for consolidation and closures. He said there would be some utilities savings as well.

Mr. Hauser said JSD planned to ask CBJ to cover some non-instructional shared services such as maintenance, utilities, property insurance, and operations or custodial costs. He noted that the facilities are owned by CBJ and operated by JSD.

Ms. Hale asked about feedback to the different consolidation models. Mr. Hauser said they have received a lot of feedback through email, public comments, and conversations with students, and will be sending out surveys as well. He summarized the 5 potential models which were:

1. Six K-6 elementary schools, one 7-8 middle school, two 9-12 high schools
2. Three K-3 lower elementary, three 4-6 upper elementary, one 7-8 middle school, two 9-12 high schools
3. Three K-3 lower elementary, three 4-6 upper elementary, one 7-9 middle school, one 10-12 high school
4. Three K-3 lower elementary, three 4-6 upper elementary, one 7-8 middle school, slow transition to one high school in 2025/2026 school year
5. Three K-3 lower elementary, three 4-6 upper elementary, one 7-8 middle school, one 9-12 high school. He said capacity would be very tight in the high school in this model.

Mr. Hauser said by combining the high school the district would receive less funding due to how the State's foundation formula worked based on school size but was unable to provide specific numbers at this point. Mr. Hauser said they are waiting on demographic numbers which should be provided the following week which will allow for better estimates for each potential model. Mr. Hauser said the other major factor is pupil-teacher ratio (PTR).

Mr. Bryson asked about how they prioritized which schools to close. Mr. Hauser said it was primarily based on building capacity numbers; Juneau-Douglas High School would be at 98% capacity with a 9-12 consolidation and Thunder Mountain High School would be at 142% capacity with a 9-12 consolidation. He said that if one of the middle schools closed then a facility would open for Juneau Community Charter School (JCCS) or alternative programs. Mr. Bryson asked how it would save the district money if a facility was repurposed for another school building. Mr. Hauser said that they would move school programs around so that the oldest and most expensive buildings would be released back to CBJ.

Mr. Smith asked about staff and unions. Mr. Hauser said a main goal is to manage attrition and staff needs, retaining as many staff as possible while still addressing the deficit. He said there has not yet been negotiations with unions because they do not know which schools will be closed.

Mr. Kelly asked what financial accountability measures will be implemented. Mr. Muldoon said the Finance Committee started reviewing raw financials after the FY22 audit, which was how they discovered that the projections were off. He said that led them to hiring a financial contractor specifically to help clean up the budget, during which it was found that the budget software was not being used properly. He said that should be working correctly by the beginning of the next school year. Mr. Hauser said the priority was to stabilize the financials. He said the school district is very thin on the administrative size and there is more work to be done on making the financial systems more streamlined.

Wáahlaal Gídaag asked if there were models about additional student loss with consolidation. Mr. Hauser said that enrollment projections were higher than realized for the last couple of years. He said his

recommendation to the Board is to build a budget based on conservative enrollment projections instead of hopeful ones. Mr. Hauser said programming for kids and choices for parents help build enrollment.

ii. Review of JSD Dynamic Budget Tool

Mr. Hauser reviewed a spreadsheet tool that had budget items included in it. He said there are five categories that are manipulatable, which relate to the different ways that CBJ and JSD may do cost-sharing, including CBJ covering some maintenance, utilities, insurance, custodial operations, or a loan. Mr. Hauser provided an example for the Assembly with a variety of shared services covered at different rates.

Mr. Bryson noted that this does not reduce the school district's budget through cost saving measures and instead moves those costs to CBJ and the general taxpayer. Mr. Hauser said conversations about consolidation and raising pupil-teacher ratios are occurring as well.

Mayor Weldon asked if shared services meant that CBJ would take over the services or if CBJ would just pay the school district to continue to run the services. Mr. Hauser said he would want to keep the maintenance staff as part of the JSD staff. He noted for utilities there are many events that are non-instructional that take place on weekends and in the summer. Mayor Weldon, not speaking for the full Assembly, said she was not in favor of contracting maintenance with JSD instead of taking over the program and running an efficient area-wide maintenance program.

Ms. Adkison asked if JSD has sought the Alaska Department of Education and Early Development (DEED)'s opinion on which items might fall outside of the cap. Mr. Palmer said they had a preliminary conversation with DEED and they did not receive a firm answer. Mr. Palmer said there were fair arguments that could be made about how not all insurance and utilities costs go towards instruction.

Ms. Hughes-Skandijs said CBJ and JSD have already received notification from DEED that they have exceeded the cap. Mr. Palmer said the State of Alaska has a legal requirement to provide public education and DEED has a responsibility to help CBJ and the JSD find a solution. Mr. Muldoon noted that JSD has union contracts which might affect this process.

Mr. Hauser said it is hard to project out the FY25 budget. He asked the Assembly to consider tiered down support for FY25 while discussing FY24.

iii. JSD Deficit: Discussion on Path Forward

Ms. Koester said staff are looking for direction on loan types and conditions and highlighted five different options including a loan from DEED, a traditional bank loan, a CBJ treasury loan, a hybrid loan with a local bank and security provided by CBJ, or a unique CBJ loan by ordinance. Ms. Koester recommended a CBJ loan by ordinance that includes the condition that a finance staff person reports to the CBJ Finance Director about JSD finances for the duration of the loan. Ms. Hughes-Skandijs asked about the feasibility of the various loan types given the tight timeline to submit JSD's budget to DEED. Ms. Koester said the CBJ loan by ordinance was the most feasible.

Ms. Adkison asked if DEED had any concerns about the loan violating the federal disparity test. Mr. Palmer said there may be concerns and noted that Alaska is the last state in the nation to follow the federal disparity test. He said as of two years ago Alaska was not complying with it, so this would not impact that.

Mr. Smith asked if there are significant savings the school district will realize before the end of the year that might affect the loan amount. Mr. Hauser said they are looking for savings, including a hiring freeze and reorganization of maintenance staff, but said the \$8 million was the starting point of a potential loan.

Mr. Muldoon said a motion for a loan has not yet been made by the school board but noted that they will not meet their charter and statutory regulations without one. He said it can be viewed as a debt consolidation loan and would buy the school district time to make more structural changes. Mr. Mackey said the loan needs to be spread out evenly across multiple years to have the least effect on students.

‘Wáahlaal Gídaag asked what paying back \$8 million over a five-year period would look like operationally. Mr. Muldoon said it would be through cuts. He said the district needed to make about \$16 million in cuts over the five years; \$8 million to cover the current deficit, plus reducing annual operations by \$8 million to prevent future deficits. Mayor Weldon said the five-year deadline came from DEED, not CBJ.

Both the Assembly and the School Board agreed to the concept of having a joint finance staff member.

Mayor Weldon asked about the loan payback timeline. Mr. Muldoon said that the proposed payback schedule from CBJ, which consolidated the payments to FY26-28 worked; he said it will take 2-3 years to realize cuts from structural changes.

Ms. Koester asked for direction on what shared services CBJ could take on for JSD. She highlighted taking over JSD’s building maintenance as one option. She said CBJ owns all JSD facilities and centralizing JSD and CBJ maintenance staff would be more efficient. She noted that since JSD has approximately double the square footage of CBJ it would add an additional \$3.5 to \$4 million annually to the CBJ budget, and recommended this might be for future years as there is not enough time to implement an operational pivot in the current year.

Ms. Hughes-Skandijs said she strongly favored CBJ consolidating building maintenance into one organization compared to CBJ paying for JSD maintenance with the entities remaining separate. She noted JSD does not have an incentive to maintain the buildings, because routine maintenance and teacher’s budget both are within the cap while major maintenance is paid through bonds. Ms. Adkison agreed and added she thought that building maintenance was one of the more defensible items to take over, regarding DEED and the state cap funding.

Mr. Kelly asked about current JSD maintenance staff. Ms. Koester said it was a chicken and egg situation; not having direction from the Assembly and School Board about this means they have not proceeded with staffing plans. She said they do not anticipate any cuts to building maintenance overall.

Mr. Hauser said the wear and tear on school buildings is greater and different than standard CBJ buildings. He said the dedicated maintenance staff are specially trained to keep kids safe. He said it is important for JSD to have their own maintenance staff. He also noted these staff are unionized and have collective bargaining agreements. Ms. Koester said JSD staff do an amazing job with their resources; she said that CBJ proposes spending more on building maintenance than JSD currently does. She said the CBJ model provided dedicated staff to each building.

Mr. Mackey said the School Board needs to figure out a new approach with the Assembly that involves more than just asking for money. He said that means the School Board needs to be more efficient and might lose some autonomy to the Assembly.

Ms. Koester said Community Schools, a program through which the community utilizes school facilities during non-instructional hours, was another area where CBJ might be well suited to take over. She said scheduling community usage of facilities was already done within Parks and Recreation and noted that after JSD, the Parks and Recreation department was the largest user of JSD facility space. Mr. Barr said CBJ provides some funds for Community Schools outside of the cap; he said they do not believe that this program switching providers would provide much inside-the-cap savings for the school district but may free up administration time for JSD staff.

‘Wáahlaal Gídaag said this was discussed last year and asked for a summary of those discussions. Mayor Weldon said Parks and Recreation came back with a budget number for how much it would take to run the program, but then no further conversations or developments occurred.

Mr. Bryson asked if the cost of Community Schools could be increased to cover operating expenses. Mr. Hauser said the gap between cost and expenses was identified earlier this year. He said there are long-time renters that cannot currently afford a sudden increase; he said they are doing multiple staged increases over

time. Mr. Hauser noted that programs that work with youth can rent space at a reduced rate or for free. He said management of the program comes from instructional funds.

Mr. Mackey, speaking for himself and not the board, said if the district consolidated then the CBJ’s newly vacated buildings could host many of the community school programs, including RALLY or pre-K.

Mr. Kelly asked about the community school staffing. Mr. Hauser said some community school workers are covered by collective bargaining agreements.

Mr. Smith asked about the other shared services in Mr. Hauser’s earlier presentation. Ms. Koester said the shared services presented earlier were the ones felt to be most defensible to DEED. She said the next step is for the Assembly to receive a structured ask from the School Board, so the Assembly can talk about it at their next meeting.

Mayor Weldon requested a formal ask from the School Board by February 5, 2024, to be discussed at the February 7, 2024, Assembly Finance Committee meeting.

Members of the School Board and Assembly shared closing comments. Mr. Mackey noted the more school buildings they close the less flexibility they have in the future. Mr. Kelly said the major priority must be maintaining education options for students. Ms. Woll said the community cares about quality of education and taxes and does not make a distinction between JSD and CBJ funding. She said they will have more productive conversations as a joint body when they realize and empathize that they are hearing from different segments of the community. She said they have the same goal of figuring out how much service the community is willing to pay for. ‘Wáahlaal Gídaag said she wanted additional community conversation during the decision-making process. Ms. Hughes-Skandijs said she would prefer the School Board assumes no increase to the Base Student Allocation from the State when developing future budgets. Ms. Adkison said her focus is on immediate financial issues. Mr. Bryson said he has called a joint facilities committee and for members to look for details on that soon. Mr. Smith said he would like to see reasonable options and possible costs for shared services in the next week. Ms. Frommherz said all solutions will come at a cost that will affect the public. Ms. Hale said she wanted proposals that included cuts to the district and not just cost shifting to the city. Ms. Sorensen thanked everybody and apologized for breaking the public’s trust. Mayor Weldon said she testified for House Rules Committee last week warning that many school districts will have financial issues without an increase in state support. She said Juneau is a community that loves kids and will find a solution.

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS - None

F. SUPPLEMENTAL MATERIALS

2. JSD Budget Overview Presentation to 1/29/2024 Assembly COW

G. ADJOURNMENT – With no more business to come before the body the Special Meeting #2024-03 Joint Assembly and Board of Education adjourned at 8:32pm.

Signed: _____

Elizabeth J. McEwen
Municipal Clerk

Signed: _____

Beth A. Weldon
Mayor



SPECIAL ASSEMBLY JOINT MEETING W/ BARTLETT REGIONAL HOSPITAL BOARD 2024-11 **DRAFT MINUTES**

May 29, 2024, at 5:30 PM

Assembly Chambers/Zoom Webinar

A. CALL TO ORDER

Mayor Weldon called the Joint Special Assembly and Bartlett Regional Hospital (BRH) Board meeting, held in the Assembly Chambers, to order at 5:30 pm.

B. ROLL CALL

Assemblymembers Present: Greg Smith, Alicia Hughes-Skandijs, Wade Bryson, Christine Woll, Wáahlaal Gídaag, Paul Kelly, Ella Adkison, Deputy Mayor Michelle Hale, Mayor Beth Weldon

Bartlett Regional Hospital (BRH) Board members present: President Kenny Solomon-Gross, Vice President Deborah Johnston, Shelly Deering, Lisa Petersen, Max Mertz, Hal Geiger, John Raster, James Kohn

Bartlett Regional Hospital Board members absent: Lindy Jones

Staff Present: Interim BRH CEO Ian Worden, City Manager Katie Koester, Deputy City Manager Robert Barr, City Attorney Robert Palmer, City Clerk Beth McEwen, Deputy City Clerk Andi Hirsh, Port Director Carl Uchtyl, BRH Chief Operating Officer Kim McDowell, Human Resources Director Dallas Hargrave

C. Public Participation on Non-agenda Items (*Not to Exceed a Total of 20 Minutes, Nor More than Three Minutes for Any Individual*) - None

D. AGENDA TOPICS - with the BRH Board

Public Comment:

Mark Johnson, a Douglas resident, said he formerly sat on the BRH Board and wanted to speak to funding for behavioral health. He said he had a family member with behavioral health issues. He said the current funding crisis gives BRH the opportunity to assess where they have been, currently are, and could be in the future. He said they have made a lot of progress. He said in the financial crisis they can either cut programs and services or grow to achieve economies of scale to achieve long-term financial security. He said the crisis stabilization facility only services youth; he said when the unit was being planned it was originally designed to separate youth and adults. He said other existing behavioral health services are critically needed, including Rainforest Recovery Center, Bartlett Outpatient Psychiatric Services (BOPS), the Adult Mental Health unit, and the Applied Behavioral Analysis Program. He said he recommends BRH reestablish the chief behavioral health position, because when that position was in place BRH was growing services and when the position was deleted the services started to degrade.

Aaron Surma, from North Douglas, said he was testifying as a person who has struggled with mental health since his teens. He said he has been arrested, received every type of service that Bartlett Regional Hospital provided, and is only here today because of the care he received when younger. He said he is the director of the National Alliance of Mental Illness (NAMI) Juneau and is a member of the Juneau Suicide Prevention Coalition. He said if BRH mental health services close then people with private insurance will still have a chance to find treatment right away but uninsured people or people with Medicaid will have long wait lists. He said closing BOPS will make this disparity worse. He said losing Rainforest Recovery would make treatment and hope an even more distant idea for people struggling with substance use. He said the Crisis Stabilization Center at BRH is a crucial piece of the mental health continuum of care and provided local support for the 30% of Juneau students who reported being suicidal in the past year. Mr. Surma provided quotes from people in the community who utilize these services, saying "BOPS was the only place with a psychiatrist who was willing to support my daughter while she was transitioning off a medication that is notoriously difficult to stop. No one psychiatrist in town was willing to help

her”, and “The rapport I had with staff at Rainforest Recovery was excellent and I am now four years sober because of their help”, and “In September 2022 I attempted suicide for the second time and was placed in the MHU (mental health unit) for 72 hours before transferring out of state. Bartlett’s outpatient care ensured that my recovery was not impacted by the many changes in my life and if not for these services I would not be alive today”. Mr. Surma said that mental health services at BRH are the definition of ‘an ounce of prevention is worth a pound of care’. He said he hopes we can find a solution that keeps these resources in our community.

Abby Spofford, a Valley resident, testified in support of outpatient mental health programs at BRH. She said she is a resident, homeowner, wife, daughter, and suffers from severe mental illness. She said 282 days ago she required immediate access to mental health treatment which she received at Bartlett, where she stayed for 48 hours while caseworkers found a longer-term treatment facility. She said without that help she would not be here today. She said many people advocated for her when she was unable to, so she is here advocating for those who can’t, including people unable to leave Juneau for basic medical mental health treatment. She said mental health matters and access to care matters and the cuts being proposed to BRH’s programs could have catastrophic effects on the community.

Christy Doyon, a Valley resident, said she is an employee of Bartlett but was speaking only for herself. She said addiction affects the lives of countless people in our communities, not only individuals but their family members, employers, and neighbors. She said Rainforest Recovery Center has improved and saved thousands of lives since it started almost 40 years ago. She said it is the only high intensity short-term program in the State of Alaska and the only 3.5 program in Southeast Alaska. She defined a 3.5 level program as one that stabilizes people both mentally and physically before they step down to a less intensive program, like Gastineau Human Service’s 3.1 level program. She said Rainforest Recovery used to receive a subsidy from CBJ of almost a million dollars a year, coming in part from alcohol and tobacco excise taxes, to help fund the program. She said amount has decreased over the last 20 years and in 2023 Bartlett received \$518,000 from the tobacco tax. She said this year Bartlett did not receive any subsidy for running the program. Ms. Doyon said behavioral health and addiction treatment programs are not profitable and have a statewide average reimbursement rate of 40% for services from Medicaid. She said Rainforest Recovery Center will continue to be developed on grant funding and subsidization to continue saving the lives of people participating in the program.

Rebekah Mills, a downtown resident, said she is an employee of Bartlett but was speaking only for herself. She said she has lived in Alaska since 2018 and in Juneau since 2021. She said in May 2021 the Centers for Disease Control and Prevention reported 188 individuals who died from drug overdoses in the previous 12-month period. She said the most recent 12-month data shows 356 Alaskans lost to drug overdoses and noted that does not include deaths due to alcohol consumption or illnesses secondary to drug or alcohol use. She said the motivation to enter a residential treatment program must be high. She said for some individuals they must resolve legal, workforce, housing, or family issues to be in the program. She said for some people the road to sustained recovery can require leaving one’s home community, if they are fortunate enough to be accepted and have an opportunity, sometimes having to wait months for it to become available. She called on the City and Borough of Juneau to explore funding solutions and to reinstate allocation of funds previously provided to support the operation of Rainforest Recovery Center.

Jeni Brown, a Valley resident, said she has lost 16 people in the last eight months, with 14 of those people to drug overdoses because they could not get into services fast enough. She said she is in long-term recovery, being sober from opiates and prescription medication for seven years. She said she was formerly incarcerated, spending 13 years in and out of Lemon Creek Correctional Center. She said she was there to advocate that Rainforest Recovery services are vital to everyone in Southeast; that it was needed to save people. She said everyone needs a helping hand. She said her sister died of a fentanyl overdose the previous August and that pills are being sold for \$3 each. She said if she was still an active addict, she would not be here able to advocate for people. She said these services are survival and Rainforest Recovery provides the resources people need to be able to take the next step to come back into the community. She said not everyone’s going to make it, but if services like this stay open there is a better chance.

Mary Alice McKeen, a downtown resident, said she was speaking on behalf and in favor of the continuation of hospice services. She said hospice services, serving dying people, was a core function. She said she could not imagine a city the size of Juneau not providing hospice care as part of its healthcare system. She said people who are dying, and their families, need specialized care. She said she was really relieved when Bartlett took over hospice care from Catholic Community Services. She said hospice was a core function for a civilized society to offer people the option to die at home with care and dignity.

Bob Urata, from the Twin Lakes area, spoke in favor of hospice and homecare systems. He said they save money overall for the healthcare system and that patients and families like it. He said the goal was to prevent institutionalization and maintain patient independence. He said home health care monitors patients at home and provides preventative care early, before they get really sick. He said the health care is provided by a team of caregivers includes physical therapists, nurses, speech therapists, social workers, and more. He said the goal of hospice care is to maintain a full life after a terminal diagnosis and that comfort, care, and dying at home with family is an important part of the process. He said he believes hospice and home care should be an important and valuable part of Bartlett's core services.

1. Introductions

The members of the Bartlett Regional Hospital (BRH) Board and Assembly introduced themselves.

2. Bartlett Regional Hospital Recovery Plan

Mr. Solomon-Gross said the hospital is currently running a \$10 million-dollar annual deficit. He said the BRH Board was looking at several options and emphasized that Bartlett is a community hospital, and the community should have opportunities to provide input about what services were available. He outlined the proposed timeline for decision making, noting several opportunities where they would be soliciting for community feedback.

Max Mertz, the BRH Finance Committee chair, said BRH finances were relatively stable in FY18 and FY19, with almost \$4 million in profit, but that the healthcare section was hit hard by the COVID-19 pandemic. He said during that time many traditional services the hospital provided had to be set aside which included several mental health programs. He said there was a paradigm shift in how funding was provided for services that were not reimbursable. He noted there was also a lot of turnover and drama in the management of the hospital during this period, including multiple CEOs.

Mr. Mertz said BRH had three years of cash reserves left and needed to make significant adjustments to the way they were operating. He said that is why the Board was looking at reducing non-core services. He defined core services to include the types of things normally done by a hospital, like the Emergency Room, inpatient recovery, oncology, labor and delivery, and more. He said non-core services are still important but are typically done by other providers in the community.

Mr. Mertz said the hospital's core services are currently budgeted to lose \$2.85 million this year; he wanted the Assembly and public to know that they are working on changes in this area. He outlined two changes they are working on: being designated as a critical access hospital which would allow the hospital to be reimbursed for actual costs instead of on a fee schedule and changing staffing levels. He said the goal was to reduce FTEs back to pre-Covid levels and specified they are not laying people off but using vacancies to realign staffing levels between programs. He said optimistically they might be able to close the deficit in core operations in about two years and hoped to generate approximately 4% annual profit which would allow for equipment and facility replacement.

Mr. Mertz provided some history on Rainforest Recovery Center (RRC), a 16-bed residential and outpatient treatment center for people with substance use disorders. He said RRC was formed as the Juneau Recovery Hospital in 1980 and was operated by CBJ until 2000; after 2000 different parts of the operation went to JAMHI, Juneau Youth Services, and Bartlett Regional Hospital. He said in its last year of operation under CBJ there was about a \$1 million loss and when BRH took over the program CBJ provided about \$937,000 subsidy funding plus funding from a state grant that covered that \$1 million loss. He said over time the subsidy from CBJ has gone away. He said the first time that BRH operated it, there was a \$1.6 million subsidy, and that subsidy has gone

away. In BRH's FY25 budget, they expect an anticipated loss of approximately \$800,000. Approximately 40% of patients are Juneau residents and 60% are from elsewhere in Southeast Alaska. He said almost 90% are on Medicaid and about half are SEARHC beneficiaries. He said most people only utilize the program once; only a very small minority of people received care multiple times in the last three years. Mr. Mertz outlined various BRH Board recommendations, which was to look for a third party to operate the program and if no third party could be found to close the program. He noted that the program could be retained if CBJ chose to provide a dedicated subsidy and noted that any organization that took over this program would probably require a dedicated subsidy. He said if BRH closed RRC there are other providers in Alaska, including seven in Anchorage, but there is no other care of this level in Juneau.

Ms. Hughes-Skandijs asked if RRC was operating at capacity. Kim McDowell, Chief Operating Officer, said RRC had been operating at eight beds for a variety of reasons but has recently returned to 16 beds. Mr. Worden noted that adding additional Medicaid patients increases the total deficit as the reimbursement rate is lower than the cost of the program, so it does not help from a financial standpoint but does help provide more services to the community. Mayor Weldon asked if other communities that are sending residents could help provide subsidies. Mr. Mertz said it would be complicated and suggested that perhaps they could create a negotiated agreement with SEARHC to cover the cost of some of their beneficiaries.

Mr. Mertz talked about the Applied Behavioral Analysis (ABA) program, which provided support services to children on the autism spectrum. He said this was a Juneau School District program until 2021 when it was moved to BRH. He said the ABA's two board certified providers have given their resignation effective in June and notified Bartlett that they plan to go into private practice. He said the Board's recommendation was to support the departing staff in the start up of the new ABA program through private practice. He noted that under BRH, this program had been estimated to produce a \$650,000 deficit for FY25. Ms. Hughes-Skandijs asked what support BRH could offer. Mr. Worden said they could sell the current program equipment to the new provider at a low price and make sure patients are moved over seamlessly.

Mr. Mertz talked about the adolescent Crisis Center which is split between Crisis Observation Services (COS) and Crisis Stabilization Services (CSS). He said Bartlett had a new building for the Crisis Center which cost \$60 million to build. He said the FY25 budget estimated a \$2.2 million deficit for the two crisis services, which did not include the debt service for the building or administrative overhead. He said the original projections before opening the building in FY24 assumed 150% of the national average for revenue, but they are realizing less than the national average in revenue. He said this program is new and in a couple of years it may be revenue neutral, but that BRH does not have the time to wait. Ms. Hughes-Skandijs asked if this program could be scaled back to reduce operating costs. Mr. Mertz said they are currently staffing the program at minimal levels and mostly with contract labor. He said there are operational issues because of the layout of the facility. Ms. Woll asked if there were other services in the community that are similar. Mr. Mertz said there are no other services at this level in town. Ms. McDowell said one limitation they have is that they are a seven-day residential facility, and many adolescents need four to six weeks of residential treatment. Ms. Hughes-Skandijs asked if this unit could become a longer-term unit. Ms. McDowell said the current unit is not a locked unit and it would require a significant redesign of the building to allow for different services. Mr. Mertz said the Board's recommendation was to close the Crisis Center and use the building for other programs. He said the Crisis Center programs could be retained if CBJ chose to provide a subsidy.

Mr. Mertz discussed Bartlett Outpatient Psychiatric Services (BOPS), which includes services such as psychiatric evaluations, psychotherapy, medication-assisted treatment, and more. He said it has been provided by Bartlett since the 1990s and worked well until Covid. He said FTEs increased from 5.41 in 2019 to 11.67 in 2020 and is 12.4 in 2024. Mr. Mertz said the FY25 budget forecasted a \$1.2 million deficit, down from the previous year's almost \$3 million deficit. He said the Board recommends managing this as a core service of the hospital and that management is working to realign the staffing of this program.

Mr. Mertz discussed home health and hospice services and noted that he was talking about these programs together because staff worked in both fields and the programs share leased space. He provided some history on

Hospice and Home Care (HHC) in Juneau, including their transition between three different entities over time. He said hospice especially tends to have a lot of community support and noted that the Juneau Community Foundation currently has a fund created by local philanthropist Verna Carrigan for hospice care. He said when looking at home health and hospice budget numbers, it does not include any community support or donations but that is an area of potential growth. He said for FY25 they are estimating a combined loss of \$1.3 million. He said BRH started operating hospice and home care services in July and are still going through a certification process – after that certification process is complete, they can start billing for services. Ms. Hughes-Skandijs asked about billing. Mr. Worden said reimbursement for hospice favors longer stays. He said home health programs are relatively unprofitable and the only places where he has seen it be profitable were when entities paid on a per-visit basis and not a salary basis. He said the assumption was that hospice would buoy home health, which is why they combined the programs. Mr. Mertz said the Board understands the importance of these programs to the community and will work to make them financially break even, or look for a third-party operator, or pursue permanent subsidization.

Mr. Mertz said in the last two years they have gone from having 160 days of cash on hand to 70 days of cash on hand; he said best practices put cash reserves at 160-180 days. Mr. Kohn said since Covid about 125 hospitals have closed a year. He noted in other communities you could go to a different hospital, where in Juneau you cannot. Ms. Peterson said they love and care about all of the programs and do not want to close any of them but must because otherwise the entire hospital is at risk.

3. Discussion on Fiscal Sustainability of BRH Programs

Mayor Weldon summarized that potential Assembly subsidization of Rainforest Recovery Center, Crisis Center, and Home Health and Hospice would come to \$4.4 million. Mayor Weldon said she would like to see BRH hold on to Home Health and Hospice for a while more to see if it could be profitable, as they only started operating it in July 2023.

Mr. Bryson asked about SEARHC’s impact on the hospital. Mr. Mertz said SEARHC has dramatically changed healthcare in Juneau in the last five years, but it has had more impact on small providers than the hospital. He said Juneau does not want to end up with one organization having a monopoly on health care. Wáahlaal Gídaag said most rural communities in Alaska have a single option for health services and are doing fine.

Ms. Hale said it is common for communities to provide a subsidy for community hospitals. She said any subsidy provided needs to be stable.

4. Next Steps

Mr. Solomon-Gross talked about community opportunities for input before final decisions will be made by the BRH board.

E. AGENDA TOPICS - Assembly Only

5. City Attorney Recruitment

MOTION by Ms. Hale to establish a City Attorney Search Committee with Christine Woll as Chair and members Michelle Hale, Wade Bryson, and Ella Adkison and asked for unanimous consent.

Hearing no objection, the motion passed by unanimous consent.

Mr. Hargrave asked for direction on how the Assembly wanted the recruitment process to look, with the option of selecting an executive search firm, in-house recruitment, or a blended effort where the city only pays if the Assembly selected a final candidate found by a recruitment firm.

After discussion, the Assembly decided to use a blended effort.

F. SUPPLEMENTAL MATERIALS

G. ADJOURNMENT

There being no further business to come before the Assembly, the meeting adjourned at 8:36 pm.

Signed: _____

*Elizabeth J. McEwen
Municipal Clerk*

Signed: _____

*Beth A. Weldon
Mayor*

SPECIAL ASSEMBLY MEETING 2024-12 DRAFT MINUTES

June 03, 2024, at 6:00 PM

Assembly Chambers/Zoom Webinar



Meeting 2024-12: The Special Assembly meeting, held in the Assembly Chambers, was called to order by Mayor Beth Weldon at 6:00pm.

A. CALL TO ORDER**B. LAND ACKNOWLEDGEMENT**

Ms. Hale provided the following land acknowledgement: “We would like to acknowledge that the City and Borough of Juneau is on Tlingit land and wish to honor the indigenous people of this land. For more than ten thousand years, Alaska Native people have been and continue to be integral to the well-being of our community. We are grateful to be in this place, a part of this community, and to honor the culture, traditions, and resilience of the Tlingit people. Gunalchéesh!”

C. ROLL CALL

Assemblymembers present: Greg Smith, Alicia Hughes-Skandijs, Wade Bryson, Christine Woll, Paul Kelly, Ella Adkison, Deputy Mayor Michelle Hale, Mayor Beth Weldon

Assemblymembers absent: ‘Wáahlaal Gídaag

Staff Present: City Manager Katie Koester, Deputy City Manager Robert Barr, City Attorney Robert Palmer, City Clerk Beth McEwen, Deputy City Clerk Diane Cathcart, Clerk Staff Devin Allen, Tourism Director Alix Pierce, Finance Director Angie Flick, Lands Manager Dan Bleidorn, Ports Director Carl Uchytel, Engineering and Public Works Director Denise Koch, Assistant Attorney Nichole Lynch, Assistant Attorney Sherri Layne, Deputy Police Chief Krag Campbell

D. AGENDA CHANGES/APPROVAL OF AGENDA – Agenda approved**E. PUBLIC PARTICIPATION (Not to Exceed a Total of 20 Minutes, Nor More than Three Minutes for Any Individual)**

Dorene Lorenz, a Valley resident, said she was here as the president of the Juneau Igloo of the Pioneers of Alaska. She said the Juneau chapter was started by Anna Webster. Ms. Lorenz provided some historical information about Anna Webster’s life, including that she moved to Douglas in 1904. Ms. Lorenz said Anna Webster became the head of the Douglas Telephone Exchange, the first woman in the world to hold such a position. She moved to Telephone Hill five years later when she remarried. Ms. Lorenz said she toured this house the previous month and that while the exterior needs some work the interiors of this building are some of the finest in town. She said it is the oldest continuously occupied home in Alaska. She said Anna thought it was important to preserve the history of Juneau and dedicated her life to the betterment of the people of Juneau and Douglas.

Tony Tengs, a downtown resident, said he wanted to speak about Telephone Hill. He said he is against the one-million-dollar appropriation in the budget towards the redevelopment of Telephone Hill. He said two and a half years ago the Assembly voted to add the redevelopment of Telephone Hill to the legislative priority list with no community input or discussion. He disagreed with the Assembly’s previous decision to include funding for Telephone Hill redevelopment in the 1% sales tax ballot measure. He said communities do not get many opportunities to preserve their history, and the Assembly should not develop this project.

Skip Gray, a Twin Lakes resident, said he wanted to speak about the one million dollars in the budget for the redevelopment of Telephone Hill. He said he wanted more details about how that money was going to be spent and on what. He said there are people living on Telephone Hill right now who believe their house will be torn down immediately. He requested more details about how the money would be spent and a timeline for when things are going to happen. He requested that none of the money in this budget be used for demolition.

Page Bridges, a downtown resident, said it took many years to recover from the excavation of Carol Way. She said it was difficult for the public. She requested the Assembly not excavate Telephone Hill. She said it is a wound to the ground, community, and people. She said Juneau would be a less attractive place to live without Telephone Hill. She said history is dead without living examples. She said she would support spending money to restore the properties in Telephone Hill.

William Quayle, a downtown resident, said the State of Alaska business license for pedicabs allows them to operate in any location and at night. He said CBJ restricts operations to just downtown, which means he cannot take tourists to places like Treadwell mine. He said he would like CBJ to update their regulations to allow for electric assist, operate outside of downtown, and to operate at night. He said he would like to have a sit-down discussion to address these changes.

James Houck a Douglas resident, said he has been running a pedicab business since 2016. He said they run four pedicabs per day and his pedicab drivers make lifechanging money. He said he has no issues with Mr. Quayle's requests. He said his company will never operate at night. He said the current rules and regulations work for his company, but he does not object to Mr. Quayle's requests. Ms. Woll asked if there were only two pedicab companies operating in Juneau. Mr. Houck said yes. Mayor Weldon asked about time restrictions. Mr. Houck said the law only said "daylight hours" which he has interpreted to be 30 minutes before sunrise to 30 minutes after sunset. He said they rarely have early or late passengers.

F. PUBLIC HEARING & ASSEMBLY ACTION

1. Ordinance 2024-03(b) An Ordinance Establishing the Rate of Levy for Property Taxes for Calendar Year 2024 Based Upon the Proposed Budget for Fiscal Year 2025.

This ordinance establishes the mill rates for property taxes for 2024, which funds a significant portion of the City and Borough of Juneau's FY25 operating budget. The Charter requires the Assembly to adopt, by ordinance, the tax levies necessary to fund the budget before June 15.

The mill levies presented in this ordinance support the Manager's FY25 Proposed Budget as amended by the Assembly Finance Committee (AFC). As part of the budget review process, the AFC reviews, amends, and recommends to the Assembly the final mill levies.

For FY25, the AFC recommends a decrease of 0.12 mills from the FY24 Adopted Budget, resulting in a total mill levy of 10.04 mills, the components of which are:

Operating Mill Rate by Service Area

Areawide: 6.20 (flat from FY24 Adopted)

Roaded Service Area: 2.45 (flat from FY24 Adopted)

Fire Service Area: 0.31 (flat from FY24 Adopted)

Operating Total: 8.96 (flat from FY24 Adopted)

Debt Service: 1.08 (a decrease of 0.12 from FY24 Adopted)

Total Millage: 10.04 (a decrease of 0.12 from FY24 Adopted)

An opportunity for public comment was provided at the Regular Assembly meeting on April 29, 2024. The AFC reviewed the mill rate ordinance at its meetings on April 6 and May 22, 2024, referring the amended ordinance to the full Assembly for adoption.

The Systemic Racism Review Committee reviewed the preliminary mill rate during the April 30, 2024, and May 14, 2024, meetings.

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

Public Comment – None

Assembly Action

MOTION by Ms. Woll to adopt Ordinance 2024-03(b) and asked for unanimous consent.

OBJECTION by Mr. Smith for purposes of a comment. He said a lot of work and discussion went into setting the mill rate and they set the lowest mill rate since 1998. He said this was a compromise rate and removed his objection.

OBJECTION by Ms. Hughes-Skandijis for purposes of a comment. She said it was a compromise, and she advocated for a higher mill rate, especially given the recent information about budget deficits by Bartlett Regional Hospital and Juneau School District. She said she is nervous passing such a low mill rate given these outstanding deficits but removed her objection.

OBJECTION by Ms. Hale for purposes of a comment. She said she was proud of the Assembly for their hard work getting to this point. She removed her objection.

There being no further objection, Ordinance 2024-03(b) passed by unanimous consent.

2. Ordinance 2024-01(b) An Ordinance Appropriating Funds from the Treasury for FY25 City and Borough Operations.

This ordinance appropriates \$532,582,700 in expenditure authority for the City and Borough of Juneau's FY25 operating budget, excluding the School District. This ordinance appropriates all transfers between funds that support operations, debt service, and capital projects, as well as the associated expenditures within the funds themselves.

This ordinance also recognizes \$506,937,200 of forecast revenue and transfers-in and decreases fund balances, across all funds, by \$25,645,500. The forecast revenue and draw from fund balance are sufficient to fund the budgeted expenditures.

The original ordinance was introduced at the April 1, 2024, Regular Assembly meeting and referred to the Assembly Finance Committee (AFC) for deliberation. An opportunity for public comment was provided at the Regular Assembly meeting on April 29, 2024. The AFC referred the amended budget ordinance to the full Assembly for adoption at the May 22, 2024, meeting. The Charter requires adoption of the FY25 operating budget by June 15.

The Systemic Racism Review Committee reviewed the preliminary ordinance during the April 30, 2024, and May 14, 2024, meetings.

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

Public Comment – None

Assembly Action

MOTION by Ms. Woll to adopt Ordinance 2024-01(b) and asked for unanimous consent.

OBJECTION by Mayor Weldon for purposes of a comment. She said the Bartlett Regional Hospital board is working through their public process for reducing or consolidating programs that are losing money, and the Assembly may have to revisit this ordinance depending on the solutions found by the BRH board. She removed her objection.

There being no further objection, Ordinance 2024-01(b) passed by unanimous consent.

3. Resolution 3052(b) A Resolution Adopting the City and Borough Capital Improvement Program for Fiscal Years 2025 through 2030 and Establishing the Capital Improvement Project Priorities for Fiscal Year 2025.

This resolution would adopt the Capital Improvement Program (CIP) for Fiscal Years 2025 through 2030, as required by Charter Section 9.4, and lists the capital projects that will be initially appropriated by ordinance in FY25.

The Public Works and Facilities Committee reviewed the preliminary CIP at its March 11, 2024, meeting and forwarded the plan to the Assembly. The Systemic Racism Review Committee reviewed the preliminary CIP during the April 30, 2024, and May 14, 2024, meetings.

The CIP resolution was introduced at the April 1, 2024, Assembly Meeting and referred to the Assembly Finance Committee (AFC) for deliberation. An opportunity for public comment was provided at the Assembly Meeting on April 29, 2024. The AFC referred the amended resolution to the full Assembly for adoption at the May 22, 2024, meeting. The Charter requires adoption of the FY25 CIP by June 15.

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

Public Comment

Joshua Adams, Auke Bay resident, said he worked in the housing industry. He said there is \$1 million from the 1% sales tax dedicated to Telephone Hill redevelopment but only \$.5 million to affordable housing and \$.5 million to childcare. He said he believed people voted for the sales tax bond due to the affordable housing and childcare components. He said Telephone Hill development is a controversial issue and suggested the Assembly move the \$1 million dollars put aside for Telephone Hill into the childcare fund. He said Telephone Hill is currently making the City money from the renters. His other suggestion was to spend this money paying down CBJ’s debts.

Assembly Action

MOTION by Ms. Woll to adopt Resolution 3052(b) and asked for unanimous consent.

OBJECTION by Mr. Kelly for purposes of a question. He asked how much money was added to the Affordable Housing fund. Ms. Koester said the Assembly added an additional \$2 million dollars, bringing it to \$4.6 million for FY25. Mr. Kelly withdrew his objection.

There being no further objection, Resolution 3052(b) passed by unanimous consent.

G. SUPPLEMENTAL MATERIALS

H. ADJOURNMENT

Having no more business to come before the Assembly, the Special Assembly meeting 2024-12 adjourned at 6:35pm.

Signed: _____

Elizabeth J. McEwen
Municipal Clerk

Signed: _____

Beth A. Weldon
Mayor

REGULAR ASSEMBLY MEETING 2024-13 MINUTES DRAFT

June 17, 2024, at 7:00 PM

Assembly Chambers/Zoom Webinar



Meeting 2024-13, the Regular Meeting of the City and Borough of Juneau Assembly, held in the Assembly Chambers, was called to order at 7:02pm by Mayor Beth Weldon.

A. FLAG SALUTE

Assemblymember Bryson led the Assembly in the flag salute.

B. LAND ACKNOWLEDGEMENT

Assemblymember Hughes-Skandijs provided the following land acknowledgement: “We would like to acknowledge that the City and Borough of Juneau is on unceded Tlingit land and wish to honor the indigenous people of this land. For more than ten thousand years, Alaska Native people have been and continue to be integral to the well-being of our community. We are grateful to be in this place, a part of this community, and to honor the culture, traditions, and resilience of the Tlingit people. Gunalchéesh!”

C. ROLL CALL

Assemblymembers present: Greg Smith, Alicia Hughes-Skandijs, Wade Bryson, Wáahlaal Gídaag, Paul Kelly, Ella Adkison, Mayor Beth Weldon

Assemblymembers absent: Christine Woll, Deputy Mayor Michelle Hale

Staff present: City Manager Katie Koester, Deputy City Manager Robert Barr, City Attorney Robert Palmer, Municipal Clerk Beth McEwen, Clerk Staff Kevin Allen, Airport Manager Patty Wahto, Assistant City Attorney Emily Wright, Parks and Recreation Director George Schaaf, Assistant City Attorney Sherri Layne, Assistant City Attorney Nichole Lynch

D. SPECIAL ORDER OF BUSINESS

1. Legislative Citations presented by Senator Jesse Kiehl

Senator Jesse Kiehl presented Legislative Citations which were sponsored by Senator Kiehl and co-sponsored by Representatives Hannan and Story. Senator Kiehl, on behalf of the Alaska State Legislature, presented a citation to Rorie Watt, former City and Borough of Juneau City Manager, honoring his career of public service. Senator Kiehl, on behalf of the Alaska State Legislature, presented a citation to Maria Gladziszewski honoring her career of public service to both the City and Borough of Juneau and the State of Alaska.

E. MANAGER'S REQUEST FOR AGENDA CHANGES - None

F. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS *(Limited to no more than 20 minutes, with each speaker limited to a length of time set by the Mayor not to exceed three minutes.)*

Mark Whitman, from Douglas, spoke in opposition to the development of Telephone Hill. He said Telephone Hill was the green living emerald crowning our city and the current development plan would fill the space with concrete, glass, and aluminum. He said families, gardens, and legacies would all be removed before the true price emerged and that if the Assembly removed every trace of a living neighborhood people might believe that cubicles stacked hundreds deep are homes. He urged the Assembly to change their current plan and do nothing at all. He suggested Assemblymembers take a picnic to Telephone Hill and contemplate the island of peace and

sanity amid downtown's frenzy. He asked the Assembly to take a year of picnics before making a final decision and urged them to ultimately take no action.

Romona Wigg, a Juneau resident, requested the Assembly change CBJ Code 20.40 Commercial Passenger Vehicles from requiring six vehicles for a new transportation business to requiring one vehicle. She said this regulation has been around since the 1970s. She said she called multiple cities in Alaska and out of state and those cities only required one vehicle to start a cab company.

Tony Tengs, from downtown Juneau, spoke in opposition to development of Telephone Hill. He said he lived on Telephone Hill for 28 years. He said the Assembly had concerns about downtown Juneau having lost housing units and was using that as a rationale for developing Telephone Hill. He said there have been lots of new housing units built around town, including a new legislative housing building that had 32 units that opened this last winter, and asked if any of the new units have been taken into consideration when looking at the Assembly's goals for housing on Telephone Hill. He said the public was not invited to participate in whether or not to develop Telephone Hill and was only invited to give opinions about various types of development. He said the city should not sell its history, but if they chose to sell something so priceless maybe the Assembly should sell it for the highest price possible. He said the entire process seemed to be about the amount of money the city can make.

Shoshana Seligman, a ten-year resident of Telephone Hill, spoke in opposition to the development of Telephone Hill. She asked whose vision it was to develop Telephone Hill. She asked for fair notice to the people living there and that the city have funding in place before proceeding with a development plan. She said the city was not allowing new people to move in, creating vacancies. She gave a hypothetical situation of her housemate moving out and not being allowed to have a new one and asked if she would be required to pay additional rent. She noted that many tourists and other Juneauites come to Telephone Hill. She asked the Assembly to wait and not do any development.

Bruce Garrison, a Valley resident, spoke about concerns for Eaglecrest. He said he has skied at Eaglecrest for 61 years, is a lifetime member of the National Ski Patrol, and served on the Eaglecrest Board for eight years. His first concern was about hiring the new Eaglecrest General Manager and thought having a new General Manager in place by September was overly ambitious. His second concern was about the lack of staff for snowmaking, which has become more important over time. His third concern was about the direction of the Eaglecrest Board and asked the Assembly to choose wisely on upcoming vacant positions. Ms. Hughes-Skandijis asked a follow up about Mr. Garrison's concerns. Mr. Garrison said he was concerned about the 6% pay raise being funded by a loan from CBJ and said it was not sustainable.

Rick Harris, a Valley resident, said he applied to be on the Eaglecrest Board but would be unable to make the Assembly's scheduled meeting to review applicants. He wanted to introduce himself to the Assembly. He said he wanted to announce a potential conflict of interest in that his daughter-in-law is the Tourism Director for CBJ.

G. CONSENT AGENDA

Public Request for Consent Agenda Changes, Other than Ordinances for Introduction - None

Assembly Request for Consent Agenda Changes - None

Assembly Action

MOTION by Mr. Bryson to adopt the Consent Agenda and asked for unanimous consent. *Hearing no objection, the Consent Agenda passed by unanimous consent.*

H. Ordinances for Introduction

2. **Ordinance 2024-25 An Ordinance Authorizing the Issuance of General Obligation Bonds in the Principal Amount of Not to Exceed \$12,750,000 to Finance Public Safety Communication Infrastructure within the City and Borough, and Submitting a Proposition to the Voters at the Election to Be Held Therein on October 1, 2024.**

This ordinance would send one general obligation bond proposition of up to \$12.75 million for the improvement of public safety communication infrastructure, including, but not limited to, replacing the outdated communication system with a system that will be Alaska Land Mobile Radio compliant. The current system is beyond its useful life and is experiencing dead zones and limited interoperability with other agencies. The total project cost is currently estimated between \$24 and \$25 million, of which the Assembly has already appropriated \$8.7 million of general funds and sales tax. An additional \$3.5 million is secured for this project via Congressionally Directed Spending and 1% sales tax.

The Assembly requested staff introduce an ordinance to submit a proposition to the voters on the October 1, 2024, election ballot during the June 3, 2024, Committee of the Whole meeting. The Assembly Finance committee reviewed this request at its May 1, 2024, meeting.

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

3. Ordinance 2024-26 An Ordinance Authorizing the Issuance of General Obligation Bonds in the Principal Amount of Not to Exceed \$10,000,000 to Finance Wastewater Utility Infrastructure within the City and Borough, and Submitting a Proposition to the Voters at the Election to Be Held Therein on October 1, 2024.

This ordinance would send one general obligation bond proposition of up to \$10 million for the replacement of the wastewater clarifier building at the Juneau Douglas Wastewater Treatment Plant, that services Thane, Downtown, and Douglas. The total project cost is currently potentially estimated to be as high as \$14 million. Project costs exceeding the bond amount will be funded from Wastewater fund balance.

The Assembly requested staff introduce an ordinance to submit a proposition to the voters on the October 1, 2024 election ballot during the June 3, 2024 Committee of the Whole meeting. The Assembly Finance committee reviewed this request at its May 1, 2024 meeting.

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

4. Ordinance 2024-23 An Ordinance Amending the Ordinance Formatting Requirements.

CBJ Code 01.20.020 governs the formatting requirements of ordinances. This housekeeping ordinance would modernize that code as follows:

- Update the enacting clause;
- Clarify that irrelevant code sections do not have to be cited in amendments;
- Update the font requirements to remove the typewriter era standards; and
- Update the codification and archiving standards to eliminate unnecessary post-adoption work.

The City Manager recommends the Assembly introduce this ordinance, refer it to the Assembly Human Resources Committee, and then schedule it for public hearing.

5. Ordinance 2024-11 An Ordinance Authorizing the Port Director to Negotiate and Execute a Lease of Alaska Tidelands Survey No. 750, for the Purpose of Waterfront Commercial Activities.

This is a new 35-year lease agreement with Trucano Family LLC. The street address of this property is 3560 N Douglas Hwy. The existing 55-year lease expires on June 29th, 2024 and was originally negotiated through the State of Alaska. This 18,469 SF parcel was appraised to have an annual fair market rent value \$11,267. The Docks & Harbors Board recommended the Assembly approve this new lease at its May 30th regular meeting.

The City Manager recommends the Assembly introduce this ordinance, refer it to the Lands, Housing and Economic Development Committee and set it for public hearing at the July 29 regular Assembly meeting.

6. Ordinance 2024-12 An Ordinance Authorizing the Port Director to Negotiate and Execute a Lease of Alaska Tidelands Survey No. 842 Tracts A&B, for the Purpose of Waterfront Commercial Activities.

This is a new 35 year lease agreement with Trucano Family LLC. The street address of this property is 3560 N Douglas Hwy. The existing 55-year lease expires on August 18th, 2026; however, Trucano Family LLC has requested to place ATS 842 and ATS 750 on the same adjustment of rental schedule. Trucano Family LLC is vacating two years of lease opportunity under this new lease agreement. This 43,865 SF parcel was appraised to have an annual fair market rent value \$20,909. The Docks & Harbors Board recommended the Assembly approve this new lease at its May 30th regular meeting.

The City Manager recommends the Assembly introduce this ordinance, refer it to the Lands, Housing and Economic Development Committee and set it for public hearing at the July 29 regular Assembly meeting.

7. Ordinance 2023-14(b)(AK) An Ordinance Appropriating \$1,446,827 to the Manager for the Power Upgrades for Electric Buses Capital Improvement Project; Grant Funding Provided by the Alaska Department of Transportation and Public Facilities.

This ordinance would appropriate \$1,446,827 to the Power Upgrades for Electric Buses Capital Improvement Project (CIP). The funds would be used to purchase and install two Pantograph Chargers and supporting infrastructure at the Valley Transit Center. The chargers would provide backup charging for the Bus Barn and enable mid-route bus charging capabilities, promoting EV bus route expansion while upholding schedule availability. Grant funding is comprised of Federal Transit Administration funds passed through the Alaska Department of Transportation and Public Facilities. The local match requirement of \$160,759 is being met by previously appropriated funds in the Power Upgrades for Electric Buses CIP.

The Public Works and Facilities Committee reviewed this at its June 3, 2024 meeting.

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

8. Ordinance 2023-14(b)(AL) An Ordinance Transferring \$400,000 from CIP H51-113 Waterfront Seawalk to CIP P41-107 Homestead Park.

This ordinance would transfer \$400,000 from the Waterfront Seawalk CIP to the Homestead Park CIP. Homestead Park is a prime location for cruise ship passengers to view and photograph their cruise ship with Mt. Juneau, the Gastineau Channel, and downtown as the backdrop. The Homestead Park project is reconstructing failing and outdated infrastructure at the park, constructing larger viewing areas, and improving ADA accessibility. This transfer would provide funding for unanticipated cost increases resulting from the most recent project estimate. Sufficient funds will remain in the Waterfront Seawalk CIP for anticipated work in the current and next phase of the project. The Homestead Park CIP is an eligible use of marine passenger fees.

The Public Works and Facilities Committee reviewed this at its June 3, 2024 meeting.

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

9. Ordinance 2023-14(b)(AM) An Ordinance Appropriating \$36,712 to the Manager for the Construction Phase of the Float Pond Improvements Capital Improvement Project; Funding Provided by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant.

The Airport has been awarded an additional \$36,712 in grant funding from the Federal Aviation Administration for the Float Pond Improvements CIP. This award will increase the previously awarded \$2,254,418 under Ordinance 2022-06(b)(N) to a total award amount of \$2,291,130. This funding would contribute toward the construction of raising the existing roadbed, introducing a drainage ditch, armoring the pond bank with rock, and reconstructing fourteen floatplane dock headwalls. The local match requirement will be provided by previously appropriated funds in the Float Pond Improvements CIP.

The Airport Board reviewed this request at its June 13, 2024 meeting.

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

10. Ordinance 2023-14(b)(AN) An Ordinance Appropriating \$170,660 to the Manager for the Airport Snow Removal Equipment Building Capital Improvement Project; Funding Provided by Passenger Facility Charge Fees.

This ordinance would appropriate \$170,660 of Airport Passenger Facility Charge (PFC) fees to the Airport Snow Removal Equipment Building (SREB) CIP. The SREB CIP constructed a large open-design garage to provide heated, indoor storage space for the airport's snow removal fleet. These PFC funds will reimburse amounts that were forward funded from other sources, which is typical for PFC collections that are appropriated upon receipt.

The Airport Board reviewed this request at its June 13, 2024 meeting.

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

11. Ordinance 2023-14(b)(AO) An Ordinance Appropriating \$222,066 to the Manager for the Ramp Improvement Capital Improvement Project; Funding Provided by Airport Funds.

This ordinance would appropriate \$222,066 to the Ramp Improvement CIP. This project is constructing a new remain overnight (RON) large aircraft parking ramp, rehabilitating deteriorating pavement for large and commercial aircraft parking ramps, repairing failing ramp drainage and catch basins, and upgrading ramp lighting. This appropriation will allocate local match funds for FAA grant funding.

The Airport Board reviewed this request at its June 13, 2024 meeting.

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

12. Ordinance 2023-14(b)(AP) An Ordinance Appropriating \$34,367 to the Manager for the Airport Master Plan Capital Improvement Project; Funding Provided by Sales Tax Funds.

This ordinance would appropriate \$34,367 of 1% sales tax funds to the Airport Master Plan CIP. This funding will contribute toward the preparation of an updated airport master plan, which will include updates for air traffic, cargo, and passenger data and forecasts; changes to proposed aircraft servicing the airport; and layout plans for future expansion of runway, taxiway, and approach corridors. The 1% sales tax funds appropriated in this ordinance were allocated to the Airport in FY18 but weren't appropriated until federal grant match was needed. This ordinance appropriates the remaining amount from the Airport's FY18 1% sales tax allocation.

This appropriation is consistent with the intent of the 2017 1% Sales Tax initiative approved by voters in the October 3, 2017 municipal election.

The Airport Board reviewed this request at its June 13, 2024 meeting.

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

I. Resolutions

13. Resolution 3057(b) A Resolution Adopting Guidelines for the Manufactured Home Down Payment Assistance Program.

The Mobile Home Down Payment Assistance Program (MHDPA) was developed in 2016 to assist Juneau residents seeking to purchase a manufactured home within a manufactured home community. This program secures down payment funding for manufactured home purchases. Staff is proposing an update to the MHDPA to include the following changes:

1. Increase the match amount cap to \$20,000

2. Direct the manager to award up to \$100,000 in loans in FY25 from the Juneau Affordable Housing Fund before requesting additional budget authority from the Assembly.
3. Change the program name to Manufactured Home Down Payment Assistance Program to reflect the nomenclature more accurately for this housing type and reflect industry terminology.

This program update was given a unanimous motion of support by the Lands, Housing & Economic Development Committee on January 29, 2024.

The City Manager recommends the Assembly adopt this resolution.

14. Resolution 3063 A Resolution Deappropriating \$8,100,000 from the Manager for the Purchase of the Juneau Bone and Joint Center Property at 3220 Hospital Drive.

\$8.1 million of Bartlett Regional Hospital (BRH) fund balance was appropriated in FY23 via Ordinance 2022-06(b)(AX) for the purchase of the Juneau Bone and Joint Center property. In January 2024, the property owners notified BRH leadership that the deal would not be moving forward as they had decided to move in a different direction with the property. Although this removes one option for BRH to assume a more significant role in Orthopedics, BRH is actively pursuing other promising opportunities to improve Orthopedic services for the community. This resolution would deappropriate these funds back to BRH fund balance to support BRH operations and other strategic priorities.

The BRH Finance Committee reviewed this request at its May 10, 2024 meeting. The BRH Board of Directors and the Public Works and Facilities Committee reviewed this request at the May 28 and June 3, 2024 meetings, respectively.

The City Manager recommends the Assembly adopt this resolution.

15. Resolution 3065 A Resolution of the City and Borough of Juneau in Support of the U.S. Army Corps of Engineers Auke Bay Feasibility Study.

This resolution executes the CBJ support to enter into a feasibility cost sharing agreement with the U.S. Army Corps of Engineers to investigate and to eventually replace the existing Statter Harbor Breakwater. The existing structure is nearly 40 years old and is in need of recapitalization. The Army Corps of Engineers is responsible for jetties, breakwaters, and groins in U.S. waters. The federal process typically includes a three-year investigative study to determine the fiscal viability of the project. It is anticipated that the study will cost up to \$4M with the local sponsor, Docks & Harbors, providing 50% of the costs. The resolution authorizes the Port Director to enter into an feasibility cost sharing agreement with the U.S. Army Corps of Engineers.

The City Manager recommends the Assembly adopt this resolution.

J. Transfers

16. Transfer Request T-1079 A Transfer of \$7,388 from CIP F21-042 Downtown Fire Station Improvements to CIP F21-041 Downtown and Glacier Fire Stations Mechanical and Electrical Upgrades.

This request would transfer \$7,388 from the Downtown Fire Station Improvements CIP to the Downtown and Glacier Fire Stations Mechanical and Electrical Upgrades CIP. This funding would contribute toward installation of new generators and other mechanical and electrical upgrades at the Downtown and Glacier Fire Stations. Classroom renovation and kitchen design work under the Downtown Fire Station Improvements CIP is complete and the project is ready to be closed.

The Public Works and Facilities Committee reviewed this request at its June 3, 2024 meeting.

The City Manager recommends approval of this transfer.

17. Transfer Request T-1080 A Transfer of \$310,000 from CIP R72-168 4th and E. Streets Douglas to CIP R72-162 Crow Hill Utilities and Resurfacing.

This request would transfer \$310,000 of Water Utility funds from the 4th and E. Streets Douglas CIP to the Crow Hill Utilities and Resurfacing CIP. Project costs have increased due to required water system replacement and complicated traffic management during construction hours. The proposed transfer is reallocating funds from the 4th and E. Streets Douglas CIP, an ongoing project that will retain sufficient funding to cover remaining project work.

The Public Works and Facilities Committee reviewed this request at its June 3, 2024 meeting.

The City Manager recommends approval of this transfer.

18. Transfer Request T-1081 A Transfer of \$148,000 from CIP A50-092 Float Pond Improvements to CIP A50-112 RSA Shoulder Grading and CIP A50-001 Airport Project Design.

This request would transfer \$148,000 from the Float Pond Improvements CIP to the Airport Project Design CIP and the Runway Safety Areas Shoulder Grading CIP. Funds were previously transferred to the Float Pond Improvements project and were available for use until anticipated federal funding reimbursements were received. This transfer would return previously allocated funds to the Airport Project Design CIP and transfer funding to the new Runway Safety Areas Shoulder Grading CIP. Work in the Float Pond Improvements CIP is complete.

The Airport Board reviewed this request at its June 13, 2024 meeting.

The City Manager recommends approval of this transfer.

19. Transfer Request T-1082 A Transfer of \$423,461 from CIP A50-110 Gate K Culvert Reconstruction to Multiple Airport CIPs.

This request would transfer \$423,461 of airport funds from the Gate K Culvert Reconstruction CIP to multiple Airport CIPs. This transfer will allocate funds to projects that require additional funding for costs ineligible or in excess of federal funding in each CIP. Work is complete under the Gate K Culvert Reconstruction CIP.

The Airport Board reviewed this request at its June 13, 2024 meeting.

The City Manager recommends approval of this transfer.

20. Transfer Request T-1083 A Transfer of \$65,528 from CIP A50-092 Float Pond Improvements and CIP A50-098 Taxiway A&E Rehabilitation to CIP A50-114 Aircraft Rescue and Fire Fighting Truck.

This request would transfer \$65,528 of previously appropriated 1% sales tax funds from the Float Pond Improvements CIP and Taxiway A&E Rehabilitation CIP to the Aircraft Rescue and Fire Fighting Truck CIP. This funding would contribute toward the local match requirement for the purchase of a new ARFF truck that will replace a truck classified as permanently out of service due to age in 2023.

This transfer of project funding is consistent with the intent of the 2012 1% Sales Tax initiative approved by voters in the October 2, 2012 municipal election and the 2017 1% Sales Tax initiative approved by voters in the October 3, 2017 municipal election for Airport Project Match.

The Airport Board reviewed this request at its June 13, 2024 meeting.

The City Manager recommends approval of this transfer.

K. Liquor/Marijuana Licenses

21. Liquor & Marijuana License Actions

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

Liquor License - Renewal

Licensee: No Creek Jack Inc., d/b/a Duck Creek Market

License Type: Package Store License: #2976
Location: 9951 Stephan Richards Dr., Juneau

Licensee: Fred Meyer Stores Inc., d/b/a Fred Meyer #158

License Type: Package Store, License: #2066
Location: 8181 Glacier Hwy., Juneau

Marijuana License - Renewal

Licensee: Always Redeye LLC d/b/a Stoned Salmon Farms

License Type: Standard Marijuana Cultivation Facility, Licenses #:11605
Location: 2005 Anka Street, Juneau

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

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

L. PUBLIC HEARING

22. Ordinance 2023-14(b)(AI) An Ordinance Appropriating \$74,000 to the Manager for the Crisis Stabilization Capital Improvement Project; Funding Provided by a Donation from the Bartlett Regional Hospital Foundation.

This ordinance would appropriate a \$74,000 donation from the Bartlett Regional Hospital (BRH) Foundation to the Crisis Stabilization CIP. This funding provides for furniture, fixtures, and equipment at the new Aurora Behavioral Health Center.

While construction of the new facility is complete, work associated with Leadership in Energy and Environmental Design Operations and Maintenance certification remains, with final certification and project closeout expected within the next twelve months.

The Systemic Racism Review Committee reviewed this ordinance at its May 14, 2024 meeting.

The BRH Finance Committee reviewed this request at its May 10, 2024 meeting. The BRH Board of Directors and the Public Works and Facilities Committee reviewed this request at the May 28 and June 3, 2024 meetings, respectively.

The City Manager recommends the Assembly hold public testimony and adopt this ordinance.

Public Comment - None

Assembly Action

MOTION by Ms. Hughes-Skandijs to adopt Ordinance 2023-14(b)(AI) An Ordinance Appropriating \$74,000 to the Manager for the Crisis Stabilization Capital Improvement Project; Funding Provided by a Donation from the Bartlett Regional Hospital Foundation and asked for unanimous consent.

Hearing no objection, Ordinance 2023-14(b)(AI) passed by unanimous consent.

M. NEW BUSINESS

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

There are 15 property owners that have requested the Assembly authorize the Assessor to consider a late-filed exemption for their property assessment.

The Assembly should consider each request separately and determine whether the property owner was unable to comply with the April 30 filing requirement. A.S. 29.45.030(f); CBJC 69.10.021(d). The burden of proof is upon the

property owner to show the inability to file a timely exemption request. If the Assembly decides to accept one or more late-filed exemption requests, those applications will be referred to the Assessor for review and action.

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

MOTION by Mr. Bryson for the Assembly to accept the following applications and forward them to the Assessor for review; for the Late File Senior & Disabled Veteran exemptions: Matthew Barnaby, Lynne Stevens, Belinda Balasta, Stephen Byers, William McGoey, Gerald Deguise, Charles Severance, Juanita Coronell, Patrizia Fiorella; for the Hardship exemption: Howard Bruce Johnson, Charles Severance, Mary Miller, Steven Snyder, Dolores Marion Healey, Mary Scoltys and asked for unanimous consent.

Hearing no objection, the motion passed by unanimous consent.

N. STAFF REPORTS

O. ASSEMBLY REPORTS

Mayor's Report

Mayor Weldon thanked the public for their patience after the death of her spouse and said she will start taking meetings again soon.

Committee and Liaison Reports

Ms. Hughes-Skandijis provided the Lands, Housing, and Economic Development report, where they talked about the manufactured home down payment assistance program and adjusting the accessory dwelling unit grant for inflation. She said they talked about Blueprint Downtown.

Mr. Bryson provided Public Works and Facilities Committee report, where they discussed the Seawalk, Crow Hill, a federal grant for charging busses, and the Floyd Dryden and Marie Drake community uses. He said a water consumer confidence report is being worked on.

Mr. Smith provided the Human Resources Committee report, which included a resolution to the Personnel Rules regarding a voluntary employee financial match and vesting schedule of said account. He said the Assembly will be meeting as the full Human Resources Committee for empowered board interviews on July 1 and 2. The Human Resources Committee forwarded the following appointments:

MOTION by Mr. Smith to appoint Matt Catterson to the Douglas Advisory Board for an unexpired term beginning immediately and ending September 30, 2024, and to a full-term beginning October 1, 2024, and ending September 30, 2027 and asked for unanimous consent. **Hearing no objection, motion passed by unanimous consent.**

MOTION by Mr. Smith to appoint Ryan O'Shaughnessy, Adrienne Scott and Andrew Williams to the Parks & Recreation Advisory Committee all to full terms beginning immediately and ending April 30, 2027, and asked for unanimous consent. **Hearing no objection, the motion passed by unanimous consent.**

MOTION by Mr. Smith to reappoint to the Historic Resources Advisory Committee, Shannon Crossley, Donald Harris and Dorene Lorenz all to full terms beginning July 1, 2024, and ending June 30, 2027, and asked for unanimous consent. **Hearing no objection, the motion passed by unanimous consent.**

Presiding Officer Reports

24. APL 2023-AA01 Hart v. Planning Commission & Huna Totem Corporation

In the summer of 2023, the Planning Commission issued a conditional use permit for a new cruise ship dock at the Juneau Subport. Ms. Hart filed a timely appeal, which was assigned to the State Office of Administrative Hearings. The Hearing Officer held the oral argument hearing on January 24, 2024. The Hearing Officer issued a draft decision to the parties. Huna Totem Corp. filed an objection and Ms. Hart filed a letter of support. A status hearing was held and the parties submitted additional briefing. The Hearing Officer is still considering that briefing.

There is no action at this time.

Mr. Palmer said the hearing officer was still working on a final decision.

P. ASSEMBLY COMMENTS & QUESTIONS

Wáahlal Gídaag sent condolences to the friends and loved ones of Fred Parady III who passed on June 16, 2024. She spoke about Celebration, which had taken place from June 5-8.

Mr. Smith attended a Juneau School Board meeting where they did a prioritization exercise to restore programs and positions, depending on the amount funding received from the State.

Mr. Bryson attended the Bartlett Regional Hospital Board meeting, which met right before the Joint Meeting with the Assembly. He said the City Attorney Search Committee meeting is Thursday, June 20, 2024 at noon where Mr. Hargrave will provided an update on applications received.

Ms. Hughes-Skandijs said Travel Juneau is fully staffed and have been hosting travel media over the last few weeks. She said they were expressing concerns about Juneau’s hotel prices and interest in being included in the short-term rental discussion. Ms. Hughes-Skandijs was able to attend Celebration this year.

Ms. Adkison wished everyone a happy Pride month. She attended a Juneau Commission on Sustainability (JCOS) meeting where they discussed various sustainability grants the city is applying for and the waste characterization study. She thanked Gretchen Kaiser and Steve Behnke for their service on JCOS and to the city.

Mr. Kelly said he attended two Planning Commission meetings since the Assembly last met and the Local Emergency Planning Committee meeting.

Mayor Weldon said she missed Celebration but was able to see videos of the toddler regalia.

Q. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

R. EXECUTIVE SESSION

S. SUPPLEMENTAL MATERIALS

T. ADJOURNMENT

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

Signed: _____

Elizabeth J. McEwen,
Municipal Clerk

Signed: _____

Beth Weldon
Mayor

**REGULAR ASSEMBLY MEETING 2024-25 MINUTES -
DRAFT**

November 18, 2024 at 7:00 PM

Assembly Chambers/Zoom Webinar



Call to Order: Meeting No 2024-25: the Regular Meeting of the City and Borough of Juneau Assembly was held in the Assembly Chambers and called to order by Mayor Beth Weldon at 7:00 p.m.

A. FLAG SALUTE

Assemblymember Neil Steininger led the Flag Salute.

B. LAND ACKNOWLEDGEMENT

Assemblymember Maureen Hall provided the following land acknowledgement: We would like to acknowledge that the City and Borough of Juneau is on Tlingit land and wish to honor the indigenous people of this land. For more than ten thousand years, Alaska Native people have been and continue to be integral to the well-being of our community. We are grateful to be in this place, a part of this community, and to honor the culture, traditions, and resilience of the Tlingit people. Gunalchéesh!

C. ROLL CALL

Assemblymembers Present: Mayor Beth Weldon, Deputy Mayor Greg Smith, Alicia Hughes-Skandijs, Christine Woll, Paul Kelly, Ella Adkison, Neil Steininger, Maureen Hall

Assemblymembers Absent: Wade Bryson (excused)

Staff Present: City Manager Katie Koester, Deputy City Manager Robert Barr, Municipal Attorney Emily Wright, Municipal Clerk Beth McEwen, Deputy Clerk Diane Cathcart, Deputy Clerk Andi Hirsh, Minutes/Tech Clerk Kevin Allen, Engineering/Public Works Director Denise Koch, Deputy Eng/PW Director Nate Rumsey, Port Director Carl Uchtyl

D. SPECIAL ORDER OF BUSINESS

1. Legislative Citation from Senator Kiehl

Senator Jesse Kiehl, on behalf of himself and Representatives Andy Story and Sarah Hannan presented a Legislative Citation honoring Municipal Clerk Beth McEwen as 2023 Alaska Association of Municipal Clerks (AAMC) Clerk of the Year.

2. Proclamation Recognizing Dr. Paul L. Weiden, MD

Deputy Mayor Smith read the proclamation recognizing Dr. Paul L. Weiden, MD, for all his years of service to the hematology-oncology patients at BRH where he has delivered state-of-the-art specialty care for the past 23 years.

3. Proclamation Recognizing Small Business Saturday 2024

Mayor Weldon read the Small Business Saturday proclamation naming Saturday, November 30, 2024, as Small Business Saturday and encouraged everyone to shop locally and patronize our local small businesses.

4. Introduction of Ordinance 2024-40 An Ordinance Creating a Local Improvement District No. 210 HESCO Barrier Project Phase 1 and Appropriating the Sum of up to \$7,580,000.

In response to the recent Mendenhall River flooding, and in coordination with the US Army Corps of Engineers, the CBJ is pursuing advance flood fighting measures in the form of HESCO barriers to safeguard homes in the Mendenhall Valley. This Ordinance creates a local improvement district which contains all benefited homes in the Phase 1 installation of the HESCO barriers along the Mendenhall River. Using the 16

ft inundation maps, CBJ has identified 466 properties which would be specially benefited from Phase 1. The project costs are estimated at \$7,580,000. The project costs will be equally shared between property owners and the CBJ.

The Assembly discussed this project on October 21, 2024, and directed that an ordinance be presented at tonight's meeting. Included with the Ordinance is a map of included homes, an assessment roll, and a memorandum of understanding for property owners along the river.

The City Manager recommends the Assembly introduce this ordinance, amend as desired, and schedule it for public hearings at 2 regular Assembly meetings (scheduled for December 16, 2024 and February 3, 2025).

Manager Koester stated that after the ordinance is introduced, she has some additional details prepared to provide for the Assembly on this matter.

Mayor Weldon explained the process that will be followed with respect to Ordinance 2024-40, starting with a worksession type of Assembly discussion and that there will be two public hearings held at subsequent meetings (December 16 and anticipated for February 3, 2025). She asked Manager Koester to go over her memo and additional information.

Manager Koester explained the importance of the Local Improvement District (LID) process and provided information on the HESCO barrier project and the involvement of the Congressional Delegation as well as the U.S. Army Corps of Engineers (USACE). All CBJ staff have been working tirelessly on everything flood. She explained that this ordinance and her memo is a starting point for the Assembly to decide if it wants to make amendments or move forward with the options as contained in her memo found in the packet. That way, if the Assembly has changes, the subsequent public comment can be made upon the Assembly's starting place rather than that of the City Manager.

Manager Koester said that she doesn't normally provide an opinion on legislation but in this case, she explained the importance of this project and showing the federal delegation and federal agencies that the community and property owners, in particular, are wanting to move forward with future flood mitigation efforts. Manager Koester shared that representatives from CBJ, Tlingit and Haida, and our U.S. Congressional Delegation have spent an incredible amount of political capital in moving this project forward and it is important to hear from the Assembly and property owners on whether they will be in favor of an LID for these HESCO Barriers as that will very likely impact all federal responses to flood mitigation and response efforts in the future.

Manager Koester then went through the memo in the packet and the proposals. Phase 1 total project cost is anticipated at \$7,830,000 and it does **include** the previously appropriated \$2,000,000 from the restricted budget reserve (not in addition to the \$2M). The assessment methodology that the Manager's office is proposing is an equal assessment based on the scientific validation of the inundation maps. They struggled with determining if someone benefitted more less than someone else and to make it as equitable as possible, they divided the project cost with 50% of the project costs coming from CBJ/general taxpayer funds and 50% coming from 462 parcels except for four parcels. Those four parcels are ones that did not armor their banks after last year's flooding and the recommendation is that those four parcels would be assessed an additional \$50,000 for armoring work that would be needed to those parcels. While it would not cover the entire expense of that armoring, it is an attempt to make things a little more equitable with other homes that were previously armored. She said that, in addition to the armoring of those four properties, there would be some additional elsewhere in the project but not to the same extent as at those properties.

The Assembly could decide to go with an alternative methodology if they chose. Manager Koester then went over the other Cost to Local Improvement District vs. the Cost to CBJ local taxpayers at large as outlined in the memo. Manager Koester said that this is recognizing that these are unique circumstances and CBJ can't finance every single disaster in the borough that might occur but due to the unique circumstances in this case

there is a community public purpose to be recognized in protecting those residential areas and homeowners, so she is proposing 50% balance to acknowledge that. The proposed Phase 1 boundaries are outlined in the map Exhibit 1 with the ordinance and exclude north of Marion Drive and south of Rivercourt Way. She said properties outside of Phase 1 include properties on either side of those boundaries and include some CBJ and other commercial properties as well as additional residents. She noted that they will know more about how those properties outside the boundaries will be affected once the hydrological study is completed.

There is Phase 2 of HESCO barrier installation and that is budgeted at \$22M. Manager Koester then discussed the terms and conditions proposed in her memo as well as the timelines for the LID process.

Finding a long-term fix will take some time. Manager Koester then explained the LID process, notice to owners, public hearing process, and if more than 50% of the homeowners object, then it requires a vote of 8 Assemblymembers to override that vote. There will be two opportunities for public hearing before the Assembly and a neighborhood meeting as well as a specific property-owner direct mailing. She also discussed the timing of the LID process for Phase 1 so that work can be done this spring as well as what this will look like longer term in Phases 2 and 3. There will be many more opportunities before the Assembly to pursue for the long term. She noted grant options but that all the options they are looking at outside of this LID would not be able to be implemented in advance of the next Glacial Lake Outburst Flood (GLOF) season next summer.

Manager Koester noted several other funding sources they are pursuing including Tlingit & Haida applying for a \$750,000 grant and also partnered with CBJ in applying for a \$5,000,000 grant for installation of HESCO barriers for Phase 2. President Biden will be announcing soon the introduction of a \$98 billion emergency response legislation for which CBJ is actively working with the legislative delegation to try to be included.

Lastly, Manager Koester explained that the weight of a property owner's vote is based on the amount of cost required for their property and it is not a 1:1 ratio for all homes. In the end, the assessment cannot be more than the actual costs of the work done on their property.

Manager Koester then proceeded to answer questions from Assemblymembers regarding her memo, the HESCO project, and the LID process. Assemblymembers said they appreciated Manager Koester's work on this. They said that they were not ready to make amendments at this time, but that they would like to hear how other Assemblymembers feel about this process. There is a lot to think about and the Mayor suggested if they aren't wanting to do propose amendments at this time, they should submit conceptual amendments to the City Attorney in advance of the next meeting.

Assemblymembers Steininger, Kelly, and Hughes-Skandijs shared their thoughts about the cost share 50/50 vs. other amount as well as potential funding sources. They also expressed a desire to look at what inundation maps might look like for flooding up to 18-20 ft. so that the project was spread out to a greater number of homeowners. Mr. Barr shared that the flood maps will likely not be available prior to January 2025.

Assemblymember Hughes-Skandijs said that she wouldn't want to do the LID if the property owners voted it down, but she is also concerned that if it didn't pass, that it would have major long-range impacts on what they can or cannot do to mitigate or respond to future flooding. Other Assemblymembers shared Ms. Hughes-Skandijs concerns if this failed to pass.

Ms. Adkison expressed her strong concern if the LID doesn't pass and the HESCO barriers are not installed and there is another flood similar to this past year and/or even at the 18-20 foot levels and what that would mean to our community as well as to any long-range flood mitigation projects.

Mr. Steininger said he is paying close attention to all the comments the community is sending to the Assembly, and his concerns are that they get the LID formula right in the first place and what the terms are that will work for the neighborhood. He said he may have some amendments to the ordinance he will be proposing at the December meeting.

Ms. Woll said that she was originally skeptical about the HESCO barriers but when they were told by the USACE that this was their only option, she is concerned about the LID potentially failing to pass. She agreed that we can't cover all the costs but we don't have that option but she wants to make sure that the Assembly gets the numbers right so they can get it right. If it fails to pass, they will continue to work on this issue, but it is a strong concern to her that the Assembly decides upon a good ratio.

Mr. Smith shared some of the same concerns expressed by previous Assemblymembers and said that at this point, he is OK with a 50/50 split at this time but that it can be reevaluated in the future.

Ms. Woll said that if they do move forward with the 50/50 split or whatever funding amount, they need to determine the funding sources when they make the decision and that it is bad practice to borrow money from ourselves for something like this. She said that she wanted to stress that this Assembly who is making the decisions on the project also needs to be the ones to make the decisions regarding funding sources.

Ms. Hall expressed her concerns about the trauma that all the flood victims have already faced and that if this is voted down and the HESCO barriers are not installed, the trauma can end up being repeated again and again with future floods. She echoed the request for broadening the area if the inundation maps warrant it. She also asked if the interest rate was included in the LID total amount. Manager Koester said that the interest amount is not included, and the amount quoted is strictly principal. Many LID households may just choose to pay it off within the initial 45 days during which no interest would be accrued.

Mayor Weldon asked what the timeline was for getting the updated inundation maps. Mr. Barr responded that CBJ is under contract with Michael Baker International, which is an engineering firm doing the inundation map work. They have seven tasks in front of them. Task 1 is on information and data gathering and that should be completed in the next 30 days. Tasks 2 & 3 are related to collecting as much data, LIDAR flights, telemetry of the river, high water mark data that will specifically benefit the HESCO Phase 1 installation project. The next couple of tasks after that will get them the inundation maps and timing of each task is somewhat dependent upon the work that came before it. The best guess is that by sometime in January, there should be some pretty good progress for Tasks 2 & 3. It is moving rapidly, and they will be having a meeting with them to get an update on the status later this week.

Mayor Weldon said that she pretty much agrees with all the comments made by previous Assemblymembers. She said that having gone through a personal tragedy of her own earlier in the year, she can empathize with the citizens who are going through this tragedy to their homes. She said that if you aren't directly affected by the flooding, your entire lives aren't focused on it in the same way. She said that for those who were in the flood zone, the fellow flood victims are 100% supportive of them. She said that not everyone in the community feels the same way and that many community members have expressed their desire that those in the flood zones should be paying for everything. It is hard to defend someone downtown or N. Douglas or other places in the community that they have to bear the cost of this project. Mayor Weldon noted that the Assembly has tasked the City Manager with coming up with as equitable a solution as possible. While Mayor Weldon said she would like to see if they can find an alternative to the four properties who will have the additional \$50,000 assessment, they are doing what they can at this time with the information currently available. She said that the barriers will be big and ugly for the property owners who live on the river but if you take the amount and divide that by 10 years, you are paying about \$75/month and people will have to decide if that gives them the peace of mind to sleep at night without worrying about flooding. The Assembly said that if this fails, there won't be any barriers this next year and no matter how many groups in town are currently looking at alternative solutions but all of those are long term solutions and none of those solutions will be able to be in place next year. She said that with respect to the funds, she feels better taking the money from the general fund as it is easiest to replace it in the general fund as other funding sources, such as grants, become available.

Mayor Weldon noted there were a significant number of individuals signed up to testify so each individual would be given 2 minutes to speak. She then called for a recess from 8:16p.m. to 8:30p.m.

E. APPROVAL OF MINUTES

None.

F. MANAGER'S REQUEST FOR AGENDA CHANGES

None.

G. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS (Limited to no more than 20 minutes, with each speaker limited to a length of time set by the Mayor not to exceed three minutes.)

Karla Hart, a Back Loop resident, testified via Zoom. Ms. Hart said that she had three points she wished to address: 1) she urged the Assembly to follow its Rules of Procedure which state that they will hold meetings every 3 weeks; 2) She urged them to address cruise tourism that allows for their understanding of the ramifications and impacts of the decisions both individually and collectively by the community, staff and the Assembly. She said that ship free Saturdays getting only 39% of the vote does not mean real issues do not remain and she listed a number of issues related to all the various industry impacts; and 3) She noted that dealing with the river flooding deserves the Assembly attention as does the impacts of the cruise tourism on the community. Unlike the outburst floods, the Assembly can contain the flood of cruise tourists by putting a moratorium on permits, leases, etc.... Finally, Ms. Hart noted that item #30 should be , she encouraged the Assembly to table the item for the Franklin Dock lease as there is no public urgency and delaying this would not impair existing uses and rushing it will have unknown consequences. She asked that they slow things down and take the time to do things right for the community.

Ms. Hughes-Skandijs asked for clarification on her first point about the Assembly Rules of Procedure.

Ms. Hart said that the current Rules of Procedure for the Assembly state that they will meet every third Monday according to a schedule approved by the Assembly and published by the Clerks office. She said that the Assembly used to meet every other week and then they went to every third Monday but in looking at the calendar, they are only holding one meeting a month and it is causing very large agendas and is causing things to be rushed that should not be rushed.

Mayor Weldon noted that the next speaker, Noah Teshner, has something unusual that she is going to allow but that it will still be required to keep his testimony within the two-minute period.

Noah Teshner, brought cardboard examples of what the actual dimensions for the HESCO barriers will look like. He urged the Assembly to consider not only the size and sight of the barriers, but he expressed his concern with the ability to successfully install them. He said they do not have bottom and are subject to erosion during the next GLOF. He said that he has sent a letter to the Assembly about this, and he is here representing the Juneau Flood Solution Advocates.

Elizabeth Arnett, an Auke Bay resident and Tourism Best Management Program (TBMP) Executive Director for the past 2 years. Ms. Arnett gave a brief overview of the TBMP process over the past two years. During that time, former Executive Director Kirby Day stepped away and there was an effort to pull TBMP under the umbrella of Travel Juneau. That has provided them with great benefits and extended their ability to do things. They still provide the financial administration for the program which they have done for many years. Being under their umbrella, she is able to access their CRM program which enables them to compile the citizens' concerns and complaints and compile that information and data to provide to the Assembly and public. They were able to make a microsite website under the Travel Juneau website and it has all the information about the program. They have also created a Facebook page and are able to post the monthly reports. They did the end of the season report at the end of October and a copy was provided to the Assembly. They had approximately 50 more calls this year than last year which she thinks means that the public is more engaged in the process.

Eric Teshner, a Valley resident (Center Court), and said he is one of those residents who "will have skin in the game." He can't emphasize how important the HESCO barriers are. These barriers are not guaranteed to

work. They are liable to fail and have failed in the past. The key points are that when they get installed, there are clear procedures for every step of the installation. There will need to be clear protocols for installation and monitor for integrity so they can respond as soon as any issues are identified. He said they will need someone whose job it will be to do that monitoring. Another critical consideration is the potential of delays in installation and how that could affect the flow of flood waters. For unpredictable floods, a delay in the installation of one or more of the barriers could cause even a small flood to flow around the barriers causing damage to many areas. They are not reliable long-term solutions, and we must learn from the failures that others have had and use that information to our advantage.

Ms. Hughes-Skandijs asked if he has examples of failures or other materials to please send them to the CBJ Assembly email address.

Debbie Fisher - passed.

Sandy Edwardson, a Valley resident (Killewich Dr.), expressed her concern about the LID fund for the HESCO barriers and response to the ongoing issue re: GLOF. Understand that this will unfairly penalize the citizens already burdened by this disaster. It is important to recognize that this impact has potential to disrupt essential public services. Ramifications of GLOF affect the full community and all citizens of Juneau. The safety concerns are for critical infrastructure such as Water and Wastewater services, Fire Stations, Emergency response, and even the Airport which would affect everyone. Investing in the barriers to protect this area is similar to this investment in the infrastructure which benefits the whole community.

Alan Zeleski, a Valley resident (Meander Way), said that the vote to work with the USACE was not a vote to only look at one short term solution, which Assemblymembers Hughes-Skandijs and Bryson noted during the last meeting, however this is being treated as the only solution available. Instead of looking for other solutions, the Assembly is continuing down the path to this one idea. In a scenario where homeowners have already spent thousands of dollars, what if homeowners don't have the money to pay for it because they are already in financial straits due to the previous floods. He encouraged the Assembly to continue to work with the USACE to look for alternative plans.

Alfred Cook, a Valley resident in the lower part of the river. He said that he is not convinced that the HESCO barriers will do what they plan on. He said that if they do work, the area of the river that he lives on will be made worse due to the velocity of the water. He said that he has spent the past two years trying to protect his property and he feels this will just make it worse. He suggested that consider putting a dike around the lake with a regulated spillway instead of making it OK for some and worse for others.

Sam Hatch, a Valley resident (Meander Way), said that his property was flooded in 2023 and 2024. He said that he wanted to impress on the Assembly that the Assembly is using an emergency order that would normally be in effect for seven days and they are using it for six months to justify a 10-year project. He said that the Assembly should not put all their eggs in the HESCO barrier basket. He encouraged them to come up with a multipronged plan. He said that the HESCO barriers have never been used in this way and he asked what will happen when they encounter sand boils and other erosion issues. He encouraged them to not do the HESCO barriers next to homes in this way but to accept them from the USACE and provide alternative uses for them to fight the flooding.

Ms. Hughes-Skandijs asked for clarification on what he meant by sand boils. Mr. Hatch explained that sand boils are like a sink hole. He also explained blowout/levy failure scenarios.

Clinton Singletary, a Valley Resident (Center Ct.), spoke about some of CBJ's budgetary history. He has not been involved with the CBJ budget for the past few years. He said that he would like to point out two concerning trends happening over the past few years to the city's budget, namely the shrinking savings account, and that more residents should be concerning themselves about CBJ expenditures. In FY24 and FY25 there has been a trend of taking money from savings draw of \$25M over the past few years. The restricted budget reserve over the past few years has resulted in \$10M less in reserve than what meets the city policy.

The city has been dealing with significant financial challenges and will likely be looking at other challenges that are likely to be more challenging due to the reduction in savings funds.

Elizabeth Figus, a Valley resident (View Dr.), said this is the second time she has been a flood victim for the second year in a row. If she disagrees with the action being taken by the Assembly or staff, she is not disagreeing with the fact that the city is trying to do something, mainly that the city is trying to react to these incidents and is not taking the time to act and plan. She said that she would like to meet with staff and discuss their work on an updated hazard mitigation plan because that is directly affecting her ability to apply for and be eligible for FEMA grants and a whole host of different grants. She said that it is her understanding that they are not able to apply for that or any other grants until the city adopts an updated hazard mitigation plan.

H. CONSENT AGENDA

Public Request for Consent Agenda Changes, Other than Ordinances for Introduction

None.

Assembly Request for Consent Agenda Changes

None.

Assembly Action

MOTION by Mr. Smith to adopt the Consent Agenda and he asked for unanimous consent. Hearing no objection, the consent agenda was adopted by unanimous consent.

I. Ordinances for Introduction

5. **Ordinance 2024-01(b)(T) An Ordinance Appropriating \$2,500,000 to the Municipal Compost Facility Capital Improvement Project; Grant Funding Provided by the United States Environmental Protection Agency.**

This ordinance would appropriate a \$2,500,000 grant from the United States Environmental Protection Agency (EPA) to the Municipal Compost Facility CIP. This Congressionally Directed Spending (CDS) grant was secured through the Consolidated Appropriations Act in federal fiscal year 2023. This funding would contribute toward the planning, design, site preparation, and construction of basic infrastructure for organics diversion recovery. Future composting activities will increase local organics diversion efforts without the need for long-haul overseas transportation to the lower 48 states No local match is required for this funding.

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

6. **Ordinance 2024-01(b)(U) An Ordinance Appropriating \$125,000 to the Manager for the Parks and Playground Major Maintenance Capital Improvement Project; Grant Funding Provided by the Alaska Department of Natural Resources.**

This ordinance would appropriate \$125,000 to the Parks and Playground Major Maintenance CIP. This funding would contribute toward work at Sigoowu Ye Park. The project work includes the demolition and removal of existing playground equipment and furnishings, installation of new playground equipment; and site improvements such as lighting, sidewalks and landscaping. The local match requirement will be provided by previously appropriated funds in the Parks and Playground Major Maintenance CIP.

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

7. **Ordinance 2024-01(b)(V) An Ordinance Appropriating \$653,520 to the Manager for the Lemon Creek Multimodal Path Capital Improvement Project; Grant Funding Provided by the U.S. Department of Transportation, Federal Highway Administration.**

CBJ has been awarded a \$653,520 Reconnecting Communities Pilot (RCP) grant from the Federal Highway Administration. This grant would support the planning, design, and community engagement for the installation of a non-motorized pathway in the Lemon Creek community. This project would provide safe, convenient, community centric non-motorized access within the community. A local match requirement of \$163,380 will be provided by previously appropriated funds in the Lemon Creek Multi Modal CIP.

The Public Works and Facilities Committee reviewed this request at the July 15, 2024, meeting.

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

8. Ordinance 2024-01(b)(W) An Ordinance Appropriating up to \$3,000,000 to the Manager for a Loan to Tower Legacy II, LLC for Creekside Apartments; Funding Provided by the Affordable Housing Fund.

In July 2024 the CBJ Assembly made \$4,000,000 available for use by for-profit and non-profit organizations, public and regional housing authorities, and tribal governments interested in the creation of affordable and workforce housing in the City and Borough of Juneau. On November 4, 2024, The LHED Committee reviewed funding recommendations and forwarded this project to the full Assembly for approval.

This ordinance appropriates \$3,000,000 to the Creekside Apartments project.

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

9. Ordinance 2024-01(b)(X) An Ordinance Appropriating up to \$1,000,000 to the Manager for a Loan to BroKo Holdings, LLC for 220 Front Street; Funding Provided by the Affordable Housing Fund.

In July 2024 the CBJ Assembly made \$4,000,000 available for use by for-profit and non-profit organizations, public and regional housing authorities, and tribal governments interested in the creation of affordable and workforce housing in the City and Borough of Juneau. On November 4, 2024, The LHED Committee reviewed funding recommendations and forwarded this project to the full Assembly for approval.

This ordinance appropriates \$1,000,000 to the Front Street project.

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

10. Ordinance 2024-37 An Ordinance Amending the Uniform Sales Tax Code Related to Definitions, a Temporary Sales Tax Registration, and Deposits by Nonresidents.

Ordinance 2024-37 clarifies and supports the sales tax code as a result of common questions and compliance concerns that have arisen over the years. The definitions that are added or amended are intended to provide clarity to the merchants, and in some instances, to put CBJ in better alignment with the Alaska Remote Sellers Sales Tax Commission (ARSSTC) uniform code. In addition, a section is added to create an “itinerate” sales tax registration which will ease the burden on small businesses based outside of Juneau that may come to town for short periods of time.

The Assembly Finance Committee reviewed this ordinance on November 6, 2024.

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

11. Ordinance 2024-36 An Ordinance Amending the Uniform Alaska Remote Sellers Sales Tax Code.

Ordinance 2024-36 implements amendments to the Alaska Remote Sellers Sales Tax Commission (ARSSTC) uniform code recently passed by the ARSSTC board. These amendments were developed through a workgroup of member jurisdictions, including representation by CBJ staff from both the Finance and Law departments. In FY 2024, CBJ collected \$4.5M in sales tax revenue through ARSSTC from sales where the seller is located outside of our jurisdiction.

The Assembly Finance Committee reviewed this ordinance on November 6, 2024.

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

12. Ordinance 2024-41 An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of Mendota Park Parcel 1B, Located on Davis Avenue, from D10 to D15.

This rezone request would facilitate the addition of eleven (11) units to this lot. The neighboring Alaska Department of Corrections is concerned that increased density would result in development closer to the common lot line, for which mitigation would be challenging due to terrain. While rezone conditions are limited to health and safety, the development will require a new or updated Conditional Use Permit. The lot had been rezoned D15 but was downzoned due to intersection concerns at Davis Avenue and Glacier Highway. Since then, the intersection has been signalized.

The Planning Commission heard this [proposed rezone](#) at their regular meeting on October 22, 2024; and recommends the Assembly approve the proposed rezone.

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

13. Ordinance 2024-42 An Ordinance approving the City and Borough's participation in proposed refinancings by the Alaska Municipal Bond Bank of the Bond Bank's various General Obligation Bonds that provided funds to purchase various revenue bonds of the City and Borough, under loan agreements between the City and Borough and the Bond Bank; and authorizing revised schedules of principal and interest payments on the City and Borough's bonds, in accordance with the loan agreements, if the Bond Bank successfully refinances its bonds.

This ordinance would authorize the issuance of up to \$13.5 million in bonds to refund (refinance) the 2014A Port, 2015 Harbor, and 2021 Port bonds. The original bonds were sold through the Alaska Municipal Bond Bank and financed harbor improvements, seawalk construction, and cruise ship berth enhancements. As a result of lower market interest rates, this refunding is estimated to result in a total savings of approximately \$700,000 over the remaining life of the bonds.

The Assembly Finance Committee reviewed this request at the November 6, 2024 meeting.

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

J. Resolutions

14. Resolution 3078 A Resolution Supporting the Juneau Coordinated Transportation Coalition's Prioritization of Projects for Grant Funding by the Alaska Department of Transportation & Public Facilities.

This resolution supports Southeast Alaska Independent Living's (SAIL) grant application for the FY2025 Alaska Department of Transportation Human Services Transportation Service Grant. On August 22, 2024, the Juneau Coordinated Transportation Coalition (JCTC) met and approved forwarding the nominations below.

- A Replacement ADA Vehicle for its SAIL/ORCA Program participants;
- A Replacement ADA Taxi.

The Public Works & Facilities Committee at its September 9, 2024, meeting voted to forward a resolution of support for the SAIL applications to the full Assembly.

Upon approval, this resolution would serve as an addendum to the CBJ 2020 Juneau Coordinated Human Services Transportation Plan.

The City Manager recommends the Assembly adopt this resolution.

K. Liquor/Marijuana Licenses

15. Liquor & Marijuana License Actions

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

Liquor License – Renewal

Licensee: Taku Glacier Lodge Inc. d/b/a Taku Glacier Flightseeing/Salmon Bake

License Type: Restaurant/Eating Place, Liquor License: #1416 Location: Taku Valley Lot 75, Juneau

Licensee: JH Inc. d/b/a Seong's Sushi Bar

License Type: Restaurant/Eating Place, Liquor License: #4192 Location: 740 W. 9th St., Juneau

Licensee: Abigail May LaForce Barnett d/b/a Zerelda's Bistro

License Type: Restaurant/Eating Place, Liquor License: #5278 Location: 9104 Mendenhall Mall Rd., Juneau

Licensee: Green Lantern LLC. d/b/a No DBA

License Type: Restaurant/Eating Place, Liquor License: #851 Location: No Premises, Juneau

Licensee: AK Grizzly Bar LLC d/b/a AK Grizzly Bar

License Type: Beverage Dispensary, Liquor License: #772 Location: 210 Admiral Way, Juneau

Licensee: JD Entertainment, Inc. d/b/a The Island Pub

License Type: Beverage Dispensary, Liquor License: #728 Location: 1102 2nd St., Douglas

Marijuana License - Renewal

Licensee: Top Hat LLC d/b/a Top Hat LLC

License Type: Standard Marijuana Cultivation, License #: 10270 Location: 2315 Industrial Blvd. Suite A, Juneau

Licensee: Top Hat Concentrates LLC d/b/a Top Hat Concentrates LLC

License Type: Marijuana Product Manufacturing Facility, License #: 10271 Location: 2315 Industrial Blvd. Suite B, Juneau

Licensee: Green Elephant LLC d/b/a Green Elephant LLC

License Type: Standard Marijuana Cultivation, License #: 10315 Location: 101 Mill St., Suite A, Juneau

Licensee: Green Elephant LLC d/b/a Green Elephant LLC

License Type: Retail Marijuana Store, License #: 10844 Location: 101 Mill St., Suite B, Juneau

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

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

L. Other

16. Short Term Rental Task Force

Charging Document and Appointment of Members

M. PUBLIC HEARING

17. Resolution 3051 A Resolution Petitioning the Alaska State Alcoholic Beverage Control Board to Issue up to 20 Additional Restaurant or Eating Place Licenses within the City and Borough of Juneau Under Alaska Statute 04.11.405.

Currently, our community exceeds the number of Restaurant or Eating Place Licenses (REPLs), and there appears to be demand for more alcohol licenses. In January 2024 Alaska law changed, allowing municipalities to apply for additional REPLs. In 2023 the Assembly Human Resources Committee (HRC) discussed the changes to alcohol licensing on November 13, 2023; December 11, 2023; and January 8, 2024. The HRC recommended the Assembly request up to 20 additional REPL's from the State.

This resolution was up for Assembly action at the February 5, 2024, Regular Assembly meeting. After public testimony and Assembly discussion, a motion to postpone action on this resolution until no earlier than November 4, 2024, passed. On November 4, 2024, an email notice was sent to all current liquor license holders within the City and Borough of Juneau that this resolution would be back before the Assembly for consideration at this November 18, 2024 meeting.

The City Manager recommends the Assembly take public testimony and decide whether to amend or adopt this resolution.

Public Comment

Mitch Falk, owner of Bullwinkles Pizza with two REPLs. He said that it seems like this is deja-vu all over again. He has two REPL licenses and he isn't sure what the purpose of this resolution is because there are already two and possibly four REPL licenses currently out for sale on the open market. He said that if someone wanted to have a seasonal business, there are seasonal licenses available already. He said that if they are trying to 'give' REPL licenses, that would put somebody into competition with businesses who had to buy their licenses such as himself and that seems like unfair competition. He said that it is not like any of the current businesses with the REPL licenses area really making big bucks. It is a marginal business model in the first place and the Assembly is trying to make an unlevel playing field and he would encourage the Assembly to think hard about that. He said that the people who are trying to sell their licenses will not have buyers willing to buy their REPLs. That is like losing money in the bank and those licenses would then become worthless. He is frustrated with this whole concept from a business owner standpoint.

Mayor Weldon asked Mr. Falk who has licenses for sale. Mr. Falk answered that Ryan with El Sombrero is trying to sell his license as is Deckhand Dave. He said that there may be at least one or two others. He said there is always at least one license on the market for sale and he hasn't heard of anyone trying to buy one.

Ernesto Guillen Jr., longtime Juneau resident since 1996 and Juneau business owner since 2007. He said that he also believes some of the things that Mr. Falk said but he also feels that we need more licenses out there to motivate people to be able to start new businesses.

Mr. Smith asked Mr. Guillen if he owns a restaurant. Mr. Guillen said ye, he owns the restaurant El Zarape.

Venetia Bingham, a valley resident owns V's Cellar door located downtown. Ms. Bingham said in answer to the question as to which licenses were currently for sale, she said she is aware of four licenses currently for sale and they are owned by Tracy LeBarge, Deckhand Dave, Pho Restaurant (in the valley), and El Sombrero.

She said that she sent some information earlier to Assemblymember Smith that she had received from AMCO ABC Board staff. When she asked their staff for the information about the number of transfers in Juneau. She said that from 2014-2024 there were 15 transfers in Juneau so that puts the current rate at 1.23 per year. She said there are currently four for sale and when they initially looked at this in February, there were nine for sale, so they are selling at the current rate. She said that the city has the option to ask again every other year. She said that given the 1.23 current rate of sales, at the rate they are going, it is not a need at this point in time but it is something to reconsider in the future. With the four currently on the market, that would be four years before they max out. She noted that as Mr. Falk mentioned, there is a certain amount of financial strain that will be put on those individuals currently trying to sale their licenses.

Mr. Smith asked about rate of transfer number that she stated, does she think the reason for the low rate of transfer is that haven't been any licenses for sale or that people are not willing to pay the price they are being sold at. Ms. Bingham said that she doesn't think they weren't willing to pay the price. She noted a wide variety of mitigating factors that could prevent someone from opening a restaurant. She does it because it is a passion of hers and not because of the financial windfall. She said she thought the rate was more in line with what Juneau's current economy can bear. She said that there are tourism/seasonal licenses available. She said that if the licenses only cost \$6,000 - 9,000, she would anticipate many more businesses coming forward than if they still cost \$60,000 - 90,000. She said that she couldn't afford it when she got her licenses, she had to go into debt to get her license, but it provided her skin in the game and she thinks that there is a lot more going on than just the affordability factor.

Evan Morgan, a North Douglas resident and owner of Pitman's Pub at Eaglecrest. Mr. Morgan has spoken with the Assembly before, what they have learned during the course of operating the business over the past year is that right now they are operating a seasonal recreational site license, and they can't afford a full liquor license. He said that the only way they can make money in this business is if they are open year-round. They can't cater for weddings or the end of season Slush Cup due to the seasonal nature of their current license. They spent 98% of their income last year on insurance. This is a huge deal for their business, and he would appreciate it if the Assembly did apply for additional licenses.

Paul Thomas, and Auke Bay resident said he was testifying on behalf of Juneau Lynn Canal CHARR (Cabarets, Hotels, Restaurants, & Retailers). Mr. Thomas said the ABC Board has had discussions at their last two meetings about regulations they are working on to help determine how this statute would be applied. He said that without those regulations in place, this request is premature for CBJ to be asking for additional licenses and the ABC Board would be premature in issuing additional licenses. These statutes 04.11.405 related to additional REPL licenses were designed for hub communities or communities based on the population numbers coming in from outlying communities into their areas and not counting the regular general population of the community requesting additional licenses and not for tourism numbers. He believes that with the licenses that are currently for sale, CBJ would likely not qualify to receive additional licenses at this time. He contacted AMCO last week and he believes there is still one license not yet applied for, but AMCO couldn't give him the definitive answer on that as they are presently in the process of changing over database systems. The statute currently reads that the municipality, at the time of the petition, needs to exceed the maximum number allowed under the population limit. He said that in light of that, he doesn't think Juneau would even be allowed to request additional licenses due to the open license at AMCO plus those currently for sale in Juneau. He said that he doesn't think it meets the public interest requirements for a number of reasons. He stated that the seasonal REPLs allow a lot of expansion that is not being used here in Juneau.

Mr. Smith asked Mr. Thomas if he considers Juneau a hub community.

Mr. Thomas said that Juneau could be considered a hub community if it was being looked at similar to when Wasilla submitted its petition factoring in the surrounding communities. If Juneau were to consider those coming from other Southeast Communities, Juneau could be considered a hub, but he went on to state that

even before that could be considered, the licenses currently available would first have to be used before Juneau would be eligible to request additional licenses.

Leanne Thomas, an Auke Bay resident and current license holder who is currently trying to sell her Beverage Dispensary License (BDL). Juneau currently has 21 REPL and this legislation requesting 20 additional REPLs would be doubling it and is a crazy number that they are even thinking of considering. She noted that this is not the right time to make this request. AMCO is very behind, and they are taking 4-10 months to transfer a liquor license and when she just spoke with someone at AMCO, she was told it is currently taking 12 months to process applications. AMCO needs to do regulations for the Title 4 rewrite to allow cities to ask for these REPLs. She said that Wasilla had asked for additional REPLs and because of that Juneau is now proposing to do the same. Just because you can, doesn't mean you should. She asked if people are coming to the assembly asking for these licenses, if they are, they should call AMCO but they will need to learn those laws and work with AMCO. She said they need to look at the list of licenses and those that are for sale. She expressed her concerns that people looking to get these new licenses may not be familiar with the liquor laws and said that if you don't know the laws, you are likely to end up with violations and if you don't have an investment in them, you are more likely to be breaking the laws.

Zack Peese, a downtown/Flats resident, thanked the Assembly for considering legislation requesting additional REPL. He said additional licenses would significantly benefit Juneau's youth, Arts, events and community as a whole. He said that he is the technical director for the largest venue in Juneau and the third largest venue in Juneau. He is the owner of Southeast Events, a local event production company. He said during the past two years, he has helped produce and organize over 300 local events. Before returning to Juneau last year, he spent nine years organizing events for international music festivals and conventions such as Disney's D23 convention, Burning Man, and In Vision Festival. He said that his background gives him a unique perspective on the urgent need for more accessible event spaces in our community. He said that the limitations of Centennial Hall and other large venues mean they are often booked over a year in advance and are cost prohibitive for many individuals, small organizations and youth. Due to the limited venue options, these organizations often host their events at a loss and are thus hosted by a bar which is inaccessible to anyone under 21. The mutual benefit between bars and event organizers where event attendance supports food and drink sales lowers costs of hosting events. However, our city has no affordable all age venues where younger artists can perform. Existing laws restrict music and the arts primarily to bars making affordable event production challenging. Without food or alcohol sales to offset space rentals, artists and producers face high up-front costs complicated by additional permits. More beer and wine licenses (REPLs) would allow restaurants and similar establishments to host events and provide affordable/accessible venues for small groups and emerging artists on tight budgets. Eateries are already equipped to offset space and labor costs with food and beverage sales eliminating financial burdens on event organizers and artists. CBJ's request for additional REPLs will provide opportunities for additional small event locations for community engagement. He encouraged the Assembly to consider an investment in the community's growth rather than supporting a stagnant status quo.

Skye Stekoll, a Lena resident and part owner of Forbidden Peaks Brewery. Mr. Stekoll said that he supports this resolution which would be similar to additional licenses in other communities across AK such as Wasilla, Soldotna, and Valdez and others are in the process of doing so. The increase in Juneau businesses would increase sales tax as well as eliminate a barrier to opening new businesses ensuring that current businesses don't hold onto their licenses and selling them as commodities. He said that he feels additional REPLs will allow current restaurants to expand their sales flexibility and would free up capital for businesses to expand their infrastructure. He said that additional REPLs would eliminate a barrier to starting new businesses and it would encourage businesses to be open year-round. He said that Forbidden Peaks Brewery is not eligible for an REPL as they are not in control of their food sales, but he feels that additional REPLs would be a net positive for the community. He said that the value of current REPLs are lessened due to the issuance of seasonal licenses from AMCO. He feels it is in the best interest of the community to encourage new businesses to be open year-round and adding additional licenses would be one step in the direction to

achieving that goal. He said that Juneau has a unique geographical challenge in that it is very spread-out and as areas of the borough continue to expand, such as the proposed development on the west side of Douglas Island, it is important to develop and allow for viable neighborhoods across the borough.

Evan Wood, a valley resident and a co-founder and part owner of Devil's Club Brewery Company. He encouraged the Assembly to adopt this resolution to request additional REPLs for Juneau. In addressing some of the previous testimony, he said that it was news to him that there are four licenses currently for sale as he has been interested in buying a license. If he is not able to find that information as he has been looking online through various platforms such as Facebook and Craig's list and he doesn't know how someone is supposed to know that there are licenses for sale. He spoke to the communities across Alaska that aren't currently at their population maximums for liquor licenses and how a new business might be able to go about applying for and obtaining a license without having to buy it from an existing license holder. He encouraged the Assembly to consider the future in this and they are hearing a lot of need from younger people in the community who are wanting to pursue these opportunities.

Richard Bloomquist, a downtown resident, expressed his support for increasing access to liquor licenses and businesses in this town. He and his wife opened a restaurant a few years ago. He heard the testimony of those who testified when this was before the Assembly previously and that the testimony was primarily from those who had licenses and were concerned about losing money on an investment. He spoke about the inequities that this system provides. He said that multiple times a week they have clients come and sit down in their restaurant and then leave since they did not have a liquor license. He also spoke about the need to have more available and less expensive licenses. Alaska is only one of 18 states that has this type of limitation on beer and wine licenses in their communities. Lastly, he stressed that Juneau is a hub community.

Taylor Vidic, a Douglas resident, said that she is a musician, performer, event producer. She said there are many angles to look at this resolution from and she acknowledged all the business owners in the room whom she has worked with and worked for. She stressed that this resolution is about opening up new business opportunities. She explained that when she began performing a decade ago, \$100 was the going rate to pay entertainers for providing 1-4 hours of music. In 2024, many of the local venues still consider \$100 a reasonable rate to pay musicians, which according to economic data \$100 in 2013 is the equivalent to \$130 in 2024 dollars. She provided statistics from a Juneau musician who performed in 1976 for \$100 which would be the equivalent of \$535 in 2024 dollars. The public's willingness and ability to pay for live performances has not kept pace with inflation. The best way to create equitable events to provide adequate compensation for the years of training while also keeping spaces sustainable to offer events to a wide range of economic attendees is to provide a wider range of revenue streams. Restaurants who can provide a glass of wine can have another revenue stream that helps them afford to support artists in the community. This resolution does just that.

Assembly Action

MOTION by Mr. Smith to consider Resolution 3051 for the purpose of making amendments.

AMENDMENT #1 by Mr. Smith to reduce the number of additional Restaurant Eating Place Licenses (REPL) that are being requested on the resolution from 20 to 7.

In speaking to his amendment, Mr. Smith said that when they were looking at this topic originally in HRC and then at the Assembly, they looked at the list of current license holders. At that time, he counted at least 13 restaurants currently in Juneau that did not have REPLs. He said that he also was anticipating that there may be other members of the community wanting to start restaurants but were not doing so due to the lack of available REPLs. While he feels that there is still a need for more REPLs, he was appreciative of the concerns raised regarding an increase of 20 licenses and is therefore proposing to lower that to 7 licenses at this time.

Objection by Ms. Hughes-Skandijs for purposes of a question as to how he landed on the request for 7 licenses.

Additional discussion took place by Mr. Smith and other Assemblymembers and the reason for going with seven licenses. Mr. Smith spoke about Juneau's status as a hub community within the southeast region. Ms. Hughes-Skandijs removed her objection.

Mr. Smith also explained that if they do submit this request, the decision will but up to the Alcohol Beverage Control (ABC) Board and if they do grant the additional licenses, CBJ cannot request any additional licenses for another 2 years.

Objection by Ms. Woll.

Roll call vote on Amendment #1

Yeas: Smith, Kelly, Adkison, Weldon

Nays: Woll, Hall, Steininger, Hughes-Skandijs

Amendment #1 failed to pass.

AMENDMENT #2 by Mr. Smith to change the number of additional Restaurant Eating Place Licenses (REPL) that are being requested on the resolution from 20 to 5.

Objection by Mr. Steininger and said that he is looking for an upward number and not a lower number.

Mr. Smith withdrew Amendment #2.

Mr. Smith spoke to the ABC process in considering other requests for additional licenses and how he arrived at the numbers that he was initially proposing. Assemblymembers then discussed the regional hub language that he has in another proposed amendment that he had distributed with his first amendment as well as parliamentary procedure questions for the attorney.

The Assembly took a brief at ease for members to discuss parliamentary procedures with the City Attorney.

AMENDMENT #3 by Ms. Hughes-Skandijs to change the number of additional Restaurant Eating Place Licenses (REPL) that are being requested on the resolution from 20 to 8 and asked for unanimous consent.

Hearing no objection, Amendment #3 passed by unanimous consent.

Mr. Smith said that he met with the chair of the ABC Board after the last time this was considered, and he did more research into the process and the basis upon which additional REPL licenses could be requested. He said that he looked into additional data and information and as a result he brought forward the following Amendment #4.

AMENDMENT #4 by Mr. Smith to amend Whereas #2 to state the following and asked for unanimous consent:

Whereas, the CBJ is the state capital and a hub of regional commerce in Southeast Alaska, a region containing almost 40,000 residents, not including the CBJ, and where recent non-summer average monthly visitation data shows deplanements of nearly 30,000 non-residents and ferry disembarkations of 4,000 non-residents and the state capital; and

Hearing no objection, Amendment #4 passed by unanimous consent.

Hearing no objection, Resolution 3051 as amended (by Amendments 3 and 4), passed by unanimous consent.

18. Ordinance 2023-14(b)(AS) An Ordinance Appropriating \$985,000 to the Manager for the City and Borough of Juneau's Fiscal Year 2024 Operating Costs; Funding Provided by Airport Funds and Eaglecrest Funds.

This housekeeping ordinance appropriates \$985,000 for the City and Borough of Juneau's FY2024 operating costs. The following departments require supplemental budget authority in FY2024:

Airport: this ordinance appropriates \$950,000 of Airport funds for the leasing of an Aircraft Rescue and Fire Fighting (ARFF) truck from the City of Palmer, repairs to wash bay door and heating/cooling systems at the airport, the removal and replacement of an underground storage tank, and surveying and upgrading of new areas to use as leasable property on the airfield. These unbudgeted expenses were approved by the Airport Board to spend down remaining Federal CARES funding that was set to expire in April 2024.

Eaglecrest: Eaglecrest has historically maintained an inventory reserve as a component of fund balance. Inventory observations determined the majority of the inventory was obsolete, and upon auditor recommendation, was fully written off (expensed) in FY24. The complete inventory write-off balance was \$253,000, however, Eaglecrest is lapsing enough operating authority in FY24 that they only require a supplemental appropriation of \$35,000. This inventory write-off reduces Eaglecrest's inventory reserve to \$0 and does not impact their available fund balance.

The Systemic Racism Review Committee reviewed this ordinance at its October 22, 2024, meeting

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

Public Comment

None.

Assembly Action

MOTION by Mr. Kelly to adopt Ordinance 2023-14(b)(AS) and asked for unanimous consent.

Hearing no objection, the ordinance was adopted.

- 19. **Ordinance 2024-01(b)(O) An Ordinance Appropriating \$86,000 to the Manager for the Safe Streets for All (SS4A) Capital Improvement Project; Grant Funding Provided by the U.S. Department of Transportation, Federal Highway Administration.**

CBJ has been awarded \$86,000 Safe Streets for All (SS4A) grant from the Federal Highway Administration. The SS4A grant's goal is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries. This funding would be used to conduct supplemental planning activities in the Lemon Creek area to enhance the road safety audit and comprehensive safety action plan that is currently under development. A local match requirement of \$21,500 will be provided by previously appropriated funds in the Lemon Creek Multi Modal CIP.

The Public Works and Facilities Committee reviewed this request at the December 18, 2023, meeting.

The Systemic Racism Review Committee reviewed this ordinance at its October 22, 2024 meeting, moved it forward to the Assembly with the following comment: *the SRRRC strongly encourages CBJ to take an active approach, especially where accessibility and outreach is concerned and to make sure they are receiving public participation and input from the most impacted residents in the Lemon Creek area, including community meetings in the neighborhoods that are impacted the most.*

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

Public Comment

None.

Assembly Action

MOTION by Ms. Hall to adopt Ordinance 2024-01(b)(O) and asked for unanimous consent.

Hearing no objection, the ordinance was adopted.

20. Ordinance 2024-01(b)(P) An Ordinance Appropriating up to \$500,000 to the Manager as a Grant to Gastineau Human Services for Expanding Residential Substance Use Disorder Beds; Funding Provided by General Funds.

This ordinance would appropriate up to \$500,000 of general funds as a grant to Gastineau Human Services (GHS) for expanding residential substance use disorder beds. These expanded services, anticipated to go into effect on January 6, 2025, are part of a plan to transition to 3.1 level of care from Bartlett Regional Hospital's Rainforest Recovery Center (RRC) that closed on September 24, 2024, due to operational financial deficits. This one-time funding is intended to assist GHS with initial startup costs associated with transition of care from RRC.

The Systemic Racism Review Committee reviewed this ordinance at its October 22, 2024, meeting. The Assembly Finance Committee reviewed this request at the September 18, 2024, and November 6, 2024 meetings.

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

Public Comment

None.

Assembly Action

MOTION by Mr. Steininger to adopt Ordinance 2024-01(b)(P) and asked for unanimous consent.
Hearing no objection, the ordinance was adopted.

21. Ordinance 2024-01(b)(Q) An Ordinance Deappropriating \$1,000,000 of General Funds and Appropriating \$1,000,000 of Restricted Budget Reserves as Local Matching Funds for a United States Army Corps of Engineers Glacier Outburst Flooding General Investigation Study.

This ordinance would deappropriate \$1,000,000 of general funds previously appropriated under Ordinance 2024-01(b)(M) and appropriate \$1,000,000 from the Restricted Budget Reserve to be used as matching funds for the United States Army Corps of Engineers glacier outburst flooding general investigation study.

The Assembly Finance Committee reviewed this request at the September 18, 2024, meeting. The Systemic Racism Review Committee reviewed this ordinance at its October 22, 2024, meeting

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

Public Comment

None.

Assembly Action

MOTION by Ms. Adkison to adopt Ordinance 2024-01(b)(Q) and asked for unanimous consent.
Hearing no objection, the ordinance was adopted.

22. Ordinance 2024-01(b)(R) An Ordinance Appropriating \$50,000 to the Manager for Maintenance of the Arboretum Manager's Residence; Funding Provided by Jensen-Olson Arboretum Endowment Funds.

This ordinance would appropriate \$50,000 of unrestricted funds from the Jensen-Olson Arboretum Endowment Fund for maintenance of the manager's residence at the Arboretum. The building's paint is peeling significantly, which has exposed original wood and will soon compromise the structure. Painting is required to protect the integrity of the building.

The use of these unrestricted funds is permitted by the 1993 Administrative Agreement Concerning Jensen-Olson Arboretum which allows the use of endowment funds as financial support for the property. \$30,394 of unrestricted funds will remain in the Jensen-Olson Arboretum Endowment Fund upon appropriation of this ordinance.

The Parks & Recreation Advisory Committee reviewed this request at the October 1, 2024, meeting. The Systemic Racism Review Committee reviewed this ordinance at its October 22, 2024, meeting

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

Public Comment

None.

Assembly Action

MOTION by Ms. Woll to adopt Ordinance 2024-01(b)(R) and asked for unanimous consent.

Hearing no objection, the ordinance was adopted.

23. Ordinance 2024-01(b)(S) An Ordinance Appropriating \$2,000,000 to the Public Safety Communication Infrastructure Capital Improvement Project; Grant Funding Provided by the United States Department of Justice, Office of Community Oriented Policing Services.

The Juneau Police Department (JPD) has been awarded \$2,000,000 in congressionally directed spending from the United States Department of Justice, Office of Community Oriented Policing Services (COPS). The COPS Office Technology and Equipment Program provides funding to increase the community policing capacity and crime prevention efforts of law enforcement agencies. This funding would contribute to the CBJ's public safety communication infrastructure updates. Total project cost is estimated to be approximately \$24.4 million. Previously appropriated funds and voter-approved bonds will also contribute to the costs of the project. There is no local match requirement for this grant.

The Systemic Racism Review Committee reviewed this ordinance at its October 22, 2024, meeting

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

Public Comment

None.

Assembly Action

MOTION by Ms. Hughes-Skandijs to adopt Ordinance 2024-01(b)(S) and asked for unanimous consent.

Hearing no objection, the ordinance was adopted.

24. Ordinance 2024-35 An Ordinance Authorizing the Manager to Lease a 400 Square Foot Portion of Land Near Crazy Horse Drive to the Federal Aviation Administration for the Purpose of Continued Placement of Weather Monitoring Equipment.

In 2004, the Assembly authorized a 400 square foot lease located at the end of Crazy Horse Drive to the FAA for the purposes of installing and maintaining a Low-Level Windshear Alert System to provide weather advisories to pilots and the airport. Resolution 2248, signed in 2004 authorized a term of 20 years and now this lease is set to expire on November 30th. This lease was authorized at no cost to the FAA. This tower continues to be an important part of the airport Low-Level Windshear Alert System, and the FAA is requesting to extend this lease.

The Lands, Housing and Economic Development Committee recommended approval of the proposed lease at its meeting on November 2, 2023. The Systemic Racism Review Committee reviewed this ordinance at its October 22, 2024, meeting

The City Manager recommends the Assembly take public testimony and adopt this ordinance.

Public Comment

None.

Assembly Action

MOTION by Mr. Kelly to adopt Ordinance 2024-35 and asked for unanimous consent.
Hearing no objection, the ordinance was adopted.

N. UNFINISHED BUSINESS

25. 2025 Assembly Meeting Calendar

The packet contains the updates to the draft 2025 Assembly Meeting Calendar as requested at the November 4, 2024, Assembly Committee of the Whole meeting. As mentioned during that meeting, Special Assembly meetings may be called by the Mayor or any three Assemblymembers in accordance with CBJ Charter 3.12.

The City Manager recommends the Assembly approve the 2025 Assembly Meeting Calendar as presented.

MOTION by Ms. Woll to adopt the draft 2025 Assembly Meeting Calendar and asked for unanimous consent.
Hearing no objection, the 2025 Calendar was adopted.

O. NEW BUSINESS

26. Memorandum of Agreement (MOA) with Tlingit & Haida: Public Safety

Assembly Goal 4. B is to “Explore government to government relations with tribes, working on projects meant to grow effective communication, trust and partnerships. Create an Assembly liaison to tribal meetings.”

Progress has been made towards building trust and relationships with the joint response to the Mendenhall Flooding in August 2024 and continued partnership on mitigation measures. Building off the letter of intent that was signed in 2017 by Mayor Ken Koelsch and President Peterson, Central Council Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida), CBJ leadership have been looking at areas with a shared mission that we can formalize that partnership.

Tlingit & Haida has a robust Public Safety department with headquarters and a Tribal Emergency Operations Center in Lemon Creek. They have employees trained and practiced in emergency management and equipment to aid in response including search and rescue. They also maintain a Village Public Safety Officer program that employs individuals residing in the villages trained in fire protection, emergency medical assistance, crime prevention, and basic law enforcement. Tlingit & Haida were and continue to be key partners in flood response and mitigation. It makes sense to pool our resources and talents on behalf of Juneau residents. The Memorandum of Agreement commits to an annual meeting to discuss our shared interests and where we can partner, joint trainings when appropriate (and at a minimum annually) and information sharing. Both parties agree to cover their own costs and commit to open and free communication.

The City Manager recommends the Assembly take public testimony on this item and approve the memorandum of agreement.

Manager Koester introduced Tlingit & Haida Environmental Director Raymond Paddock and Public Safety Director Jason Wilson. Mr. Paddock spoke on the two MOAs before the Assembly which is paving the way for city/tribal partnerships not only for Juneau but for the entire Southeast Alaska. He said that these agreements formalize and strengthen the partnerships between CBJ and Tlingit & Haida, recognizing the unique strengths that each brings to the table in addressing the needs of the community, specifically those involving solid waste challenges and public safety. He said that through collaboration, they aim to address waste and public safety issues with solutions that address both the short term and long-term issues facing the community.

Laura Stats, a downtown resident, spoke in support of Juneau Composts and specifically small businesses in Juneau. She spoke about the work that Juneau Composts has done over the past several years. She noted that Juneau Composts owner Lisa Daugherty is an expert in the field of composting and is recognized by

those nationwide and does networking at compost conferences and Juneau is lucky to have her. Juneau Composts serves residents areawide and also 34 businesses including Fred Meyer, Rainbow Foods, Amalga and Allen Marine. She does not collect meat from residents but she does collect them from commercial clients. She has served on the Juneau Commission on Sustainability and has provided the city with a working document “How to Deal with a Solid Waste Stream.” Ms. Stats said that there is a MOU between Tlingit & Haida and CBJ and she is not opposed to that at all but she wants them to consider the impact of that on a private business owner who has already been composting successfully and is trying to expand. She said that she thinks it may be hard for two composting businesses to operate simultaneously in Juneau.

MOTION by Ms. Hall to approve the MOA with Tlingit & Haida for Public Safety and asked for unanimous consent. **Hearing no objection, the MOA for Public Safety was approved.**

27. Memorandum of Agreement (MOA) with Tlingit & Haida: Solid Waste

Assembly Goal 4. B is to “Explore government to government relations with tribes, working on projects meant to grow effective communication, trust and partnerships. Create an Assembly liaison to tribal meetings.”

Building off the letter of intent that was signed in 2017 by Mayor Ken Koelsch and President Peterson, Central Council Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida), CBJ leadership have been looking at areas with a shared mission that we can formalize that partnership solid waste is a natural fit.

CBJ is in the planning stages of several exciting solid waste projects in Juneau, ranging from waste characterization studies to studies of the future solid waste options for the community, as well as the construction of a municipal composting site. We are very interested in exploring how CBJ and Tlingit & Haida could potentially partner in these efforts. Not only do we share the common goal of developing sustainable waste management practices for our communities, but we also stand to benefit from pooling our collective resources in these efforts.

In addition, Tlingit & Haida has received several federal grants for composting and recycling in the past few years. Most recently they were awarded \$15 million for regional composting through the EPA Climate Pollution Reduction Grant program. The Solid Waste MOA speaks to open communication, an annual meeting, and sharing of information on waste reduction efforts. The MOA does not commit CBJ or Tlingit & Haida to any joint projects or development, however it does establish the relationship for partnership as CBJ works on zero waste planning and development of a zero-waste subdivision.

The City Manager recommends the Assembly take public testimony on this item and approve the memorandum of agreement.

MOTION by Mr. Steinger to approve the MOA with Tlingit & Haida for Solid Waste and asked for unanimous consent.

Objection by Mr. Kelly to asked if this would have anything to do with any RFQs or other agreements at this time. Manager Koester said that the MOU is just the foundational piece to start those conversations and to help leverage work that Tlingit & Haida may already be working on. She can’t answer in any more detail at this time because they have not yet had any of those conversations. **Mr. Kelly removed his objection.**

Hearing no further objection, the MOA for Solid Waste was approved.

Mayor Weldon thanked the Tlingit & Haida representatives for coming and staying for the long meeting and expressed CBJ’s appreciation for the cooperative relationship between CBJ and T&H.

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

There are 18 property owners that have requested the Assembly authorize the Assessor to consider a late-filed exemption for their property assessment.

The Assembly should consider each request separately and determine whether the property owner was unable to comply with the April 30 filing requirement. A.S. 29.45.030(f); CBJC 69.10.021(d). The burden of proof is upon the property owner to show the inability to file a timely exemption request. If the Assembly decides to accept one or more late-filed exemption requests, those applications will be referred to the Assessor for review and action.

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

MOTION by Mr. Smith for the record to reflect that the Assembly considered the late filed applications from Violeta Gemino, Gerald Mayeda, Matthew DuBois, William Burgett, Laura Ryan, Edwin Leonard, Anita Bauer, Margaret Wilkinson, Michael Erickson Sr., Diane DeRoux-Sportel, Loretta Vavalis, Keith Hinke, Larray Atkinson, Laura Ryan, Diane DeRoux-Sportel, Robert Dennis Dalman, Saralynn Phelps, and John Sweeney, separately and referred the late filed applications to the City Assessor for review and action and asked for unanimous consent. **Hearing no objection, that motion was approved.**

29. REGULATIONS - Amendment of Title 05, Chapters 10, 35 & 40: Fees and Charges – Application of Consumer Price Index

Title 05 Chapter 10 – Waterfront Sales Permits, Tour Sales Permits

Title 05 Chapter 20 – Small Boat Harbor, Reserved Moorage Waitlist Fee

Title 05 Chapter 20 – Small Boat Harbor, Harbor Fee Policy

Title 05 Chapter 35 – Small Boat Harbor, Transient Moorage Management Fees

Title 05 Chapter 40 – Small Boat Harbor, Moorage Management Regulations

Title 05 Chapter 45 – Small Boat Harbor, Auke Bay Loading Facility

The Docks & Harbors Board has been reviewing certain regulation changes since February 2024 and has held multiple public committee and board meetings discussing the same. On October 7th, Docks & Harbors commenced the requisite 21-day minimum public notice period. On October 31st, the Docks & Harbors Board held a Special Board meeting to conduct a public hearing consistent with CBJ Code requirements, including fiscal notes. There were no written or oral comments received to these regulation change during the notice period or at the public hearing.

The proposed regulations broadly make the following changes:

- (a) Increase the tour sales permit minimum bids by \$5,000.
- (b) Disallow moorage until all accounts with collections have been paid in full;
- (c) Require pre-payments for habitual offenders who have been sent to collections of gone through the impound process;
- (d) Establish requirements for uninsured vessels, and
- (e) Establish a fee for unauthorized moorage at the Auke Bay Loading Facility.

Of note, under (d) is the replacement of the \$0.31 per foot per month “Vessel Salvage & Disposal” fee with an annual, Board adjustable \$1.50 per foot per month “Uninsured Vessel Surcharge”. This change was necessitated by the large number of uninsured vessels sinking in the Juneau harbors in which Harbor Enterprise funds have been exhausted in resulting disposal costs.

The Docks and Harbors Board and Port Director recommend the Assembly approve these regulation changes.

Mayor Weldon noted that Docks & Harbors Director Carl Uchytel and D&H Board Chair Don Etheridge were present to answer questions from the Assembly if there were any.

Public Comment

None.

Assembly Action

MOTION by Ms. Adkison to approve the Docks & Harbors Regulations Amendment of Title 05, Chapters 10, 35 & 40: Fees and Charges – Application of Consumer Price Index, and asked for unanimous consent.

Objection by Mayor Weldon for purposes of a question. She asked for clarification on the last paragraph on page 2 as it was a little confusing as to what was being charged annually vs. per month.

Port Director Uchtyl explained that the uninsured vessel surcharge is a monthly fee that can be adjusted on an annual basis by the D&H Board without having to bring this back to the Assembly for additional adjustment approval. They are trying to encourage responsible boat ownership and for owners to get insurance for their vessels which is why they have included this regulation language.

Mayor Weldon removed her objection, and the regulations were approved as presented.

P. STAFF REPORTS

30. Direct Negotiation Land Sales, Leases & Exchanges - National Guard Dock

Franklin Dock Enterprises is requesting, in consideration for an easement along the Franklin Dock area, a lease of the National Guard Dock property, owned by CBJ and managed by Docks & Harbors. This property exchange would facilitate CBJ Engineering advancing its efforts to construct a Seawalk from the AJ Dock to the South Franklin Street Dock. The Assembly has previously considered and agreed with this plan at its May 30th COW and at the September 9th LHED Committee meetings.

In order to develop a lease, the Assembly must authorize the manager to commence negotiations:

Title 53.09.260(a) – Negotiated Sales, Leases and Exchanges states that “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...”

If supported by Assembly motion, negotiations with Franklin Dock Enterprises will commence and a new lease will be returned to the Assembly for adoption by ordinance via the Docks & Harbors Board. There are no monetary commitments by CBJ with this motion for direct negotiations with Franklin Dock Enterprises.

The City Manager recommends the Assembly pass a motion authorizing the Manager and/or Port Director to commence negotiations.

MOTION by Ms. Woll to authorize the Manager and/or Port Director to commence negotiations and asked for unanimous consent. ***Hearing no objection, the motion passed by unanimous consent.***

Q. ASSEMBLY REPORTS

Mayor's Report

Mayor Weldon asked members to confirm if they were going to be attending the Alaska Municipal League Annual Meeting. All members, except Deputy Mayor Smith, raised their hands.

Mayor Weldon noted that due to time constraints they would only be addressing those committee reports that needed Assembly action.

Committee and Liaison Reports

Ms. Adkison reported that the Assembly Human Resources Committee met just prior to the Assembly meeting and forwarded the following names for appointments to boards and committees and asked for unanimous consent:

Juneau Economic Development Council: the reappointment of Melissa Kookesh, and Aaron Morrison, and the appointment of Todd Schur, all to At-Large Seats on the Juneau Economic Development Council for terms beginning immediately and ending October 31, 2027;

Local Emergency Planning Committee: forwarding the nominations to the State of Alaska Emergency Response Commission the reappointments of

- Warren Russell, Media Seat 6a,
- Christopher Russell, Right to Know Act Seat 8,
- Karen Wood, Community Group Seat 9,
- Ed Williams, Community Group Seat 9a,
- Sabrina Boone-Grubitz, AK Native Tribal Representative Seat 12,
- Rhonda Butler, AK Native Tribal Representative Seat 12a,
- Elaine Hickey, Healthcare Systems Seat 13, and
- Jamie Bursell, Healthcare Systems Seat 13a

all for terms beginning January 1, 2025, and ending December 31, 2027;

and the appointments of Kimberly McDowell, BRH Seat 5, and Rhys Mateo, Vulnerable Populations Seat 11a for terms beginning immediately and ending December 31, 2026, on the Local Emergency Planning Committee.

Hearing no objections, those appointments and nominations were approved by the Assembly by unanimous consent.

Ms. Adkison also reported that the Full Assembly, sitting as the HRC, will meet on December 17 and/or possibly December 19 to consider applicants for the Bartlett Regional Hospital Board and the Planning Commission.

Presiding Officer Reports

None.

R. ASSEMBLY COMMENTS & QUESTIONS

None.

S. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None.

T. EXECUTIVE SESSION

31. Litigation Update from City Attorney Wright

MOTION by Deputy Mayor Smith to enter into Executive Session to discuss matters of a confidential nature, specifically the candid discussion of pending litigation with the Municipal Attorney and asked for unanimous consent.

Mayor Weldon clarified that they will not be coming back into public session to take any action and would be adjourning the meeting immediately following the executive session.

There being no comments from the public and hearing no objection, the Assembly recessed into Executive Session at 10:29p.m.

The Clerk informed the listening public that the Zoom broadcast of the meeting was concluded as of 10:29p.m.

U. SUPPLEMENTAL MATERIALS

V. ADJOURNMENT

W. INSTRUCTION FOR PUBLIC PARTICIPATION

The public may participate in person or via Zoom webinar. Testimony time will be limited by the Mayor based on the number of participants. **Members of the public that want to provide oral testimony via remote participation must notify the Municipal Clerk prior to 4pm the day of the meeting by calling 907-586-5278 and indicating the topic(s) upon which they wish to testify.** For in-person participation at the meeting, a sign-up sheet will be made available at the back of the Chambers and advance sign-up is not required. Members of the public are encouraged to send their comments in advance of the meeting to BoroughAssembly@juneau.gov.

There being no further business to come before the Assembly, the meeting was adjourned following the Executive Session at 10:56p.m.

Signed: _____

Elizabeth J. McEwen,
Municipal Clerk

Signed: _____

Beth A. Weldon,
Mayor

Presented by: The Manager
Presented: 01/06/2025
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-01(b)(AA)

An Ordinance Appropriating up to \$100,000 to the Manager for a Loan to BroKo Holdings, LLC for 220 Front Street; Funding Provided by the Affordable Housing Fund.

WHEREAS, during the 2024 Juneau Affordable Housing Fund solicitation, the City and Borough of Juneau (“CBJ”) received a proposal from a private development group for a construction loan of \$100,000 for 22 apartments (16 one-bedroom and 6 two-bedroom) to be developed at Juneau Townsite BL 3 G LT 2 in Juneau, Alaska; and

WHEREAS, the Juneau Affordable Housing Fund Review Committee recommended the Assembly approve a loan \$1,000,000 to BroKo Holdings, LLC, for the 220 Front Street project through ORD2024-01(b)(X); and

WHEREAS, the Juneau Affordable Housing Fund Review Committee recommended \$1,000,000 instead of the full funding amount of \$1,100,000 requested by the applicant due to the constraints of the Juneau Affordable Housing Fund budget and the Assembly would like to provide full funding to the project by recommending an additional \$100,000; and

WHEREAS, CBJ and BroKo Holdings, LLC agree that, since a bank loan will be used for the development project, a loan from CBJ must be secured in a manner that places CBJ’s interests after those of the bank, otherwise a bank will not loan on a development project; and

WHEREAS, given the high demand for housing and the potential benefits for the community if the 220 Front Street project is fully developed, the following appropriation terms and conditions are in the best interest of the community; and

WHEREAS, appropriations from this ordinance and ordinance ORD2024-01(b)(X) will be combined into a single loan of \$1,100,000.

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. It is appropriated to the Manager the sum of \$100,000 for a loan to the 220 Front Street apartment project.

Section 3. Source of Funds.

Juneau Affordable Housing Fund \$100,000

Section 4. Loan Purpose and Terms. The Manager is authorized to negotiate a loan contract with BroKo Holdings, LLC, with the following essential terms, in addition to other reasonable contractual and financing provisions deemed necessary by the Manager to protect the City and Borough:

- (a) **Intent.** Housing is in high demand. The purpose of this loan is to provide capital in the form of a construction loan, secured by a mortgage lien, to encourage and facilitate the development of 16 one-bedroom and 6 two-bedroom apartments to be developed at Juneau Townsite BL 3 G LT 2 & 3 in Juneau, Alaska.
- (b) **Restrictions.** The Manager must include, and the Borrower must agree to, the following restrictions which are necessary to protect the public’s interest with this loan:
 - (1) **Rentable Apartments.** During the term of this loan, the housing units must remain apartments and available to rent. The apartments may be converted to other forms of housing (i.e. condos) upon complete satisfaction of the CBJ loan.
 - (2) **Short-term rental.** During the term of this loan, no apartment may be used as a short-term rental. The short-term rental restriction expires upon complete satisfaction of the CBJ loan.
 - (3) **Affordability.** 20 of the resulting 22 units must be rented or available for rent to people who make 80% or less than the Juneau Area Median Income (\$1,932 or less for a one-bedroom and \$2,174 or less for a two-bedroom per month) adjusted for inflation annually for 30 years.
- (c) **Borrower.** The Developer/Borrower is BroKo Holdings, LLC, entity # **10254978**, represented by Zachary Kohan and Adam Brown who are 50% each owner of the Limited Liability Company.
- (d) **Real Property (“Property”).** This appropriation is for a 22-unit development on a portion of the following real property:

Juneau Townsite BL 3 G LT 2 & 3 according to Plat 1914-2,
Juneau Recording District, First Judicial District, State of Alaska.
- (e) **Loan Amount.** A construction loan of \$100,000 shall be made to BroKo Holdings, LLC, in a single disbursement.

- (f) **Payment Term.** BroKo Holdings, LLC shall pay CBJ monthly once repayment of the loan commences. Monthly payments shall begin the first business day of the first month that occurs six months after a final certificate of occupancy is obtained from the CBJ Building Official. The loan payments shall be calculated on a 25-year amortization schedule and the full amount of the loan shall be due after 10 years of payments (120 monthly payments).
- (g) **Interest Rate and Calculation.** The loan authorized by the ordinance will be at zero percent (0%) per annum from disbursement and for the first five years of the loan repayment and two percent (2%) per annum for the remaining five years of the loan repayment. After ten years of payments, the loan shall be repaid in full.
- (h) **Security.** BroKo Holdings, LLC must agree and grant authority to the City and Borough to secure and record a lien for the full loan amount plus interest, costs, and reasonable attorney’s fees related to or arising from the mortgage contract against the real property and all personal property owned by the Borrower on or near the real property. BroKo Holdings, LLC and the City and Borough may renegotiate the terms of the property which provides security for the loan over the life of the loan, but the security must match or exceed the value of the outstanding loan. BroKo Holdings, LLC must further agree to authorize the City and Borough to secure the loan with liens on any materials purchased with the loaned money; the City and Borough will release the materials liens either upon BroKo Holdings, LLC completing repayment or upon permanently installing the materials onto or into the property.
- (i) **Subrogation.** The Manager may subrogate the CBJ’s interests to those of the commercial banking lender.
- (j) **Additional Loan Terms.** The Manager may add additional terms consistent with the intent of this ordinance.

Section 5. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2025.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: January 6, 2025
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-01(b)(AB)

An Ordinance Appropriating \$5,000,000 to the Manager for the Aurora Harbor Improvements Capital Improvement Project; Grant Funding Provided by the Alaska Department of Transportation and Public Facilities.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$5,000,000 for the Aurora Harbor Improvements Capital Improvement Project (H51-125).

Section 3. Source of Funds

Alaska Department of Transportation and Public Facilities \$ 5,000,000

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

Adopted this _____ day of _____, 2025.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Transportation and
Public Facilities

OFFICE OF THE COMMISSIONER
Ryan Anderson, P.E., Commissioner

PO Box 112500
Juneau, Alaska 99811-2500
Main: 907.465.3900
dot.alaska.gov

December 11, 2024

City and Borough of Juneau
Attn: Carl Uchytel, Port Director
155 S Seward Street
Juneau, AK 99801

Subject: Letter of Award, FY25 Harbor Facility Grant Funds

Dear Mr. Uchytel,

Congratulations on the successful funding of your application for the Department of Transportation and Public Facilities' Harbor Facility Grant Program. Upon execution of a harbor grant agreement with the department, the City and Borough of Juneau will receive a Tier II 50/50 matching harbor grant in the amount of \$5,000,000 for the construction of the Aurora Harbor Phase 4 project. These funds are 100% state general funds.

As outlined in the harbor grant instructions, the municipality will have six (6) months from the date of this Letter of Award to properly ratify and execute a mutually agreeable grant agreement with the department. Please note that any changes to your harbor project affecting the municipality's original application could prevent us from executing the grant agreement. If a grant agreement is not completed within this six-month period, the department may deny the award and either select the next highest scoring proposal or allocate the funds in subsequent years. Once the grant agreement is signed, the City and Borough of Juneau will have eighteen (18) months to complete the construction phase of the project.

We encourage you to contact the Waterways Planner at your earliest convenience to discuss the grant agreement and project timelines. We look forward to working with you on this important municipal harbor project. Should you have any questions, please feel free to email us at dot.harborgrants@alaska.gov or call 907-465-8769.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan Anderson".

Ryan Anderson, P.E.
Commissioner

Presented by: The Manager
Introduced: January 6, 2025
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-01(b)(AC)

An Ordinance Appropriating \$7,520 to the Manager for a Grant to Juneau Economic Development Council; Funding Provided by General Funds.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$7,520 for a grant to Juneau Economic Development Council.

Section 3. Source of Funds

General Funds \$7,520

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

Adopted this _____ day of _____, 2025.

Beth A. Weldon, Mayor

Attest:

Elizabeth A. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: 01/06/2025
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Ordinance Serial No. 2025-08

An Ordinance Authorizing the Manager to Execute an Agreement with Alaska Electric Light & Power Company and AJT Mining Properties, Inc. for the Purpose of an Access Easement for the Christopher Trail.

WHEREAS, the City and Borough of Juneau (CBJ) owns and maintains several recreational facilities along Gold Creek, including Cope Park; and

WHEREAS, Alaska Electric Light & Power (AEL&P) owns and maintains the Gold Creek Flume, which provides water to the Gold Creek Hydroelectric Plant, as well as recreational access to the public via a boardwalk on top of the Flume; and

WHEREAS, the CBJ, AEL&P, and AJT Mining Properties, Inc. (“AJT”) share a mutual interest in improving recreational access between Cope Park and the Gold Creek Flume and discourage the construction or use of unauthorized informal trails; and

WHEREAS, the CBJ is prepared to relocate an 86-foot-long timber bridge from the Kaxdigoowu Héen Dei (Brotherhood Bridge Trail) to Cope Park, providing access across Gold Creek; and

WHEREAS, a new trail connection between Cope Park and the Gold Creek Flume would require crossing approximately 250 linear feet of property owned by AJT; and

WHEREAS, the CBJ is currently in negotiations for the purpose of a 10-foot-wide trail for access by the public for recreational use along, over, and across the surface estate of lands owned by AJT Mining Properties, Inc. USMS 926, shown in Exhibit “A”; and

WHEREAS, AJT has offered an easement across its property to the CBJ at no cost; and

WHEREAS, given the contemplated use of the premises, AJT requires the CBJ to indemnify it against any action, claim, or lawsuit arising out of the CBJ’s use of AJT’s property; and

WHEREAS, Alaska Statute 09.65.202 provides a level of immunity for landowners that allow recreational activity on the landowner’s property without charge; and

WHEREAS, pursuant to CBJ Charter 9.13(a) and its prohibition against payment being made or an obligation being incurred without an appropriation, the CBJ is generally prohibited from agreeing to indemnify; and

WHEREAS, CBJ Charter 9.13(c) carves out an exception to that general prohibition:

Notwithstanding Section 9.13(a) of this Charter, the assembly by ordinance may require payment of funds from appropriations of a later fiscal year or of more than one year for any contract, lease or note or bond obligation, or federal or state grant, or any other federal or state program that the municipality may not otherwise participate in.

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

Section 1. Classification. This is a noncode ordinance.

Section 2. Agreement. Pursuant to CBJ Charter 9.13(c), the Manager is authorized to execute an Easement Agreement and agree on behalf of the City and Borough to waive liability and indemnify AJT Mining Properties, Inc. to the extent required by law.

Section 3. Effective Date. This ordinance shall be effective upon adoption.

Adopted this _____ day of _____ 2025.





Beth A. Weldon, Mayor

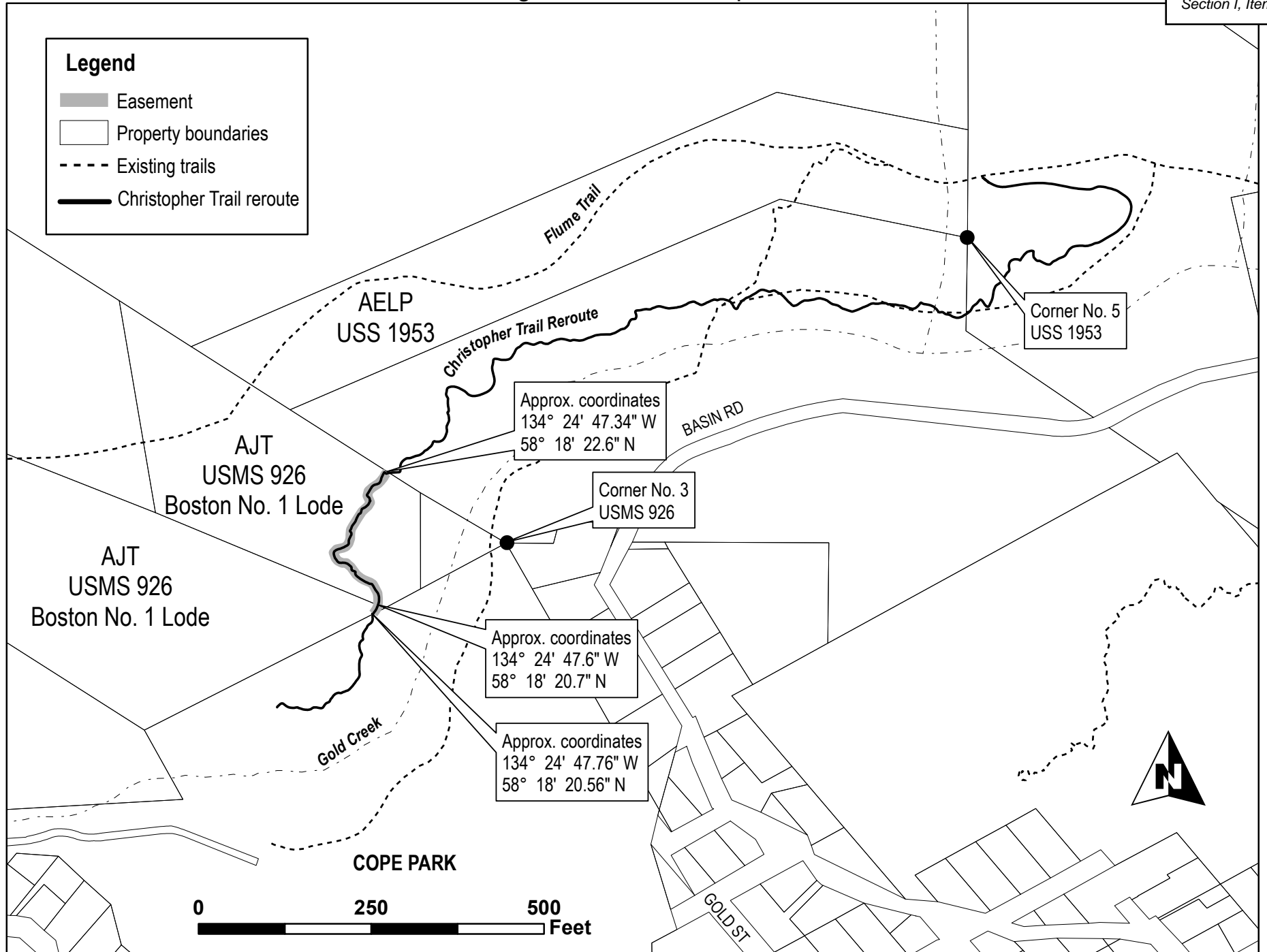
Attest:

Elizabeth J. McEwen, Municipal Clerk

EXHIBIT A
Easement Agreement -- Christopher Trail

Legend

-  Easement
-  Property boundaries
-  Existing trails
-  Christopher Trail reroute



Presented by: The Manager
Introduced: January 6, 2025
Drafted by: Finance

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 3082

A Resolution Adopting an Alternative Allocation Method for the FY2025 Shared Fisheries Business Tax Program and Certifying that this Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity within the Northern Southeast Fisheries Management Area.

WHEREAS, AS 29.60.450 requires that for a municipality to participate in the FY2025 Shared Fisheries Business Tax Program, the municipality must demonstrate to the Department of Commerce, Community, and Economic Development that the municipality suffered significant effects during calendar year 2023 from fisheries business activities; and

WHEREAS, 3 AAC 134.060 provides for the allocation of available program funding to eligible municipalities located within fisheries management areas specified by the Department of Commerce, Community, and Economic Development; and

WHEREAS, 3 AAC 134.070 provides for the use, at the discretion of the Department of Commerce, Community, and Economic Development, of alternative allocation methods that may be used within fisheries management areas if all eligible municipalities within the area agree to use the method, and the method incorporates some measure of the relative significant effect of fisheries business activity on the respective municipalities in the area; and

WHEREAS, the City and Borough of Juneau proposes to use an alternative allocation method for allocation of FY2025 funding available within the Fisheries Management Area 17: Northern Southeast Area in agreement with all other municipalities in this area participating in the FY2025 Shared Fisheries Business Tax Program.

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

Section 1. The City and Borough of Juneau certifies that the following alternative allocation method fairly represents the distribution of significant effects during calendar year 2023 of fisheries business activity in Fisheries Management Area 17: Northern Southeast Area:

- All municipalities share one half of the funding allocation equally between the respective municipalities; and
- All municipalities share the remaining half of the funding allocation on a per capita basis.

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

Adopted this ____ day of _____, 2025.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: 01/06/2025
Drafted by: E.Wright

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 3083

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

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

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

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

WHEREAS, the economic terms include a 2.5 percent increase to the pay schedule in fiscal year 2024, a 3 percent increase in fiscal year 2025, and a 5.5 percent increase in fiscal year 2026; and

WHEREAS, the economic terms also include that 0.5 percent of the 2.5 percent increase, effective fiscal year 2024, will be paid retroactively in the form of a lump sum, minus mandatory deductions, to current employees as of the date of the payment, following the ratification and approval of the agreement; and

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

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

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

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

Adopted this ____ day of _____, 2025.

Beth A. Weldon, Mayor

Attest:

Elizabeth A. McEwen, Municipal Clerk

Date: January 2, 2025
To: City and Borough of Juneau Assembly
Thru: Katie Koester
City Manager
From: Joseph Wanner
Chief Executive Officer
Chad A. Brown
Human Resource Director
Re: Request for Ratification of ILWU Tentative Agreement and to Apply Terms to Unrepresented Employees.

Bartlett Regional Hospital representatives and the International Longshore and Warehouse Union (ILWU), Health Care Unit 2201, reached tentative agreement on a three-year collective bargaining agreement on November 26, 2024. The contract term is from January 1, 2024, through December 31, 2026.

December 19, 2024 - The Bartlett Regional Hospital Board of Directors voted unanimously to support the tentatively agreed upon contract, provided the Union received a yes vote from their membership.
December 21, 2024 – ILWU Health Care Unit 2201 voted overwhelming in the affirmative on

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

Economic Changes:

All economic terms will be effective on the first payday of the relevant fiscal year, or as noted below.

Wages and Pay:

FY2025: The parties bargained a 2% increase to the pay schedule that is effective the first payday in July 2024. (Implemented)

FY2025: The parties bargained a .5% increase to be paid retroactively (to be implemented upon ratification of contract by CBJ Assembly)

FY2026: The parties bargained a 3% increase to the pay schedule that is effective the first payday in July 2025.

FY2027: The parties bargained a 5.5% increase to the pay schedule that is effective the first payday in July 2026.

Summary of Economic Terms:

	Estimated Cumulative Additional Costs Bargaining and Non-Represented (including 30% benefits estimate in wages)
	Wages
FY 2025	\$1,769,000
FY 2026	\$2,176,000
FY 2027	\$4,110,000
Total	\$8,055,000

Operational Changes:

There were operational changes that involved clarifying language and adding or subtracting terms of the Collective Bargaining Agreement.

Conclusion:

Overall contract negotiations were constructive and productive. Chief Negotiator - John Fechter, Chief Financial/Executive Officer - Joe Wanner, Chief Operations/Nursing Officer - Kim McDowell, Chief Quality & Compliance Officer - Gail Moorehead, Director of Human Resources - Chad Brown and HR Manager Tiffany Ridle, took part on the bargaining team on behalf of Bartlett Regional Hospital.

Request for Action:

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

**Summary of Changes
BRH/ILWU Tentative Agreement
November 26, 2024**

This is a condensed and simplified summary of substantive changes only.

Article	Summary of Changes
Preamble	No changes
1 - Recognition	CBA no longer tries to define which positions are in bargaining unit
2- Union Security	No substantive changes
3 – Check/Off Dues	No changes
4- Mgt. Rights	No changes
5 – Compliance with Laws	No changes
6 – Hiring and Seniority	6.022: Should be coaching no less than once a month 6.023: 10 days’ notice of changes to position description 6.041/042: Clarification that seniority does not apply to contract positions, and contract work does not count towards probation period unless manager makes an exception
7 – Uninterrupted Patient Care	7.01: Prohibition on “picketing” defined as that occurring along Hospital Drive 7.02: Language suspending CBA during “emergency” defined as only when temporary and necessary, and subject to grievance
8 – Grievance Procedure	8.04 & 8.05: Language clarifying union control of grievance (i.e. whether to file or advance) and duty to identify class members
Article 9 – Hours of work	9.01: Time paid to the minute (rather than quarter hour) when AKG time system is implemented 9.041 : Schedule changes with no premium pay due allowed for “corrective action”
10 – reserved	
11 – Wages	11.01: 2.5% (with 0.5% of that paid retroactively), 4%, 5.5% wage increases 11.04/041: Management may hire at advanced step up to step 5, or rehire at previous rate of pay, seniority for rehires not retained 11.05: 30 days’ notice to union for new types of positions within bargaining unit 11.06: Auto mileage paid only upon receipt of necessary documentation 11.051/11.08: Clarification of pay step upon demotion or transfer or failure to complete probationary period 11.07: Upon implementing UKG, evening and night shift both increased to \$3.65/hr, to be paid only for time within new shift windows, 1630-1859 (evening) and 1900 – 0659 (night). 11.16: New tier for longevity bonus of \$500 per year at 10 years of employment 11.171: Clarification of float pay for those working 1:1 with patients or assigned to float pool
12 – Employee Evaluations	No changes

13 – Floating/shift rotations	13.1: Employer must implement policy regarding timely achieving floating competencies 13.2: Employees involuntarily flipping from night/day schedule receive time-and-a-half premium for next shift Involuntary night shift allowed for 3 years (up from first year) of employment Involuntary ‘equitable rotation’ of shifts limited to employees with less than 10 years (down from 15 years) of employment
14 – Jury/Witness Duty	14.011: Clarification that employee shall be excused upon proof of actual attendance at jury duty, but proof must be provided
15 – Conscientious Objection	No changes
16 – Holidays	16.01: Juneteenth (June 19) added as holiday Alaska Day (Oct 18) replaced with Indigenous people’s day (2 nd Monday in Oct) 16.06: Clarifying select departments may remain open on holidays
17 – Personal Leave	17.011: 24 hours of personal leave “advanced” upon hire 17.06: Unused mandatory minimum leave usage paid out at end of year rather than canceled 17.08: Maximum leave balance reduced from 750 to 650 hours 17.10: Clarifying all unused leave has to be paid out at termination
18 – Other paid leave	18.011: Staff to be notified if there is a departmental education budget available for education courses
19 – Leaves of Absence	No changes
20 – FMLA	No changes
21 – Health Exams	Making influenza-related language more general, and removing deadlines, to state hospital will provide “any state of federally mandated” vaccines, and those not vaccinated will wear “appropriate PPE per state and federal guidelines.”
22 – Confidential Information	No changes
23 – Union access/bulletin boards	No changes
24 – Discipline/ Employee Responsibilities	No changes
25 – Patient Transport	25.01: Clarification consistent with Fair Labor Standards Act of travel time as paid time, both for trips within a single workday and overnight trips
26 – Health & Welfare	Housekeeping changes to align with plan on notice periods and deadlines and new high-deductible plan 26.01: Part-time employees will now pay pro-rated insurance premiums, consistent with other CBJ employees
27 – Pensions	No changes

28 – Misc Deductions	Remove article—no longer relevant.
29 – Savings Clause	No changes
30 – Conclusion of Bargaining	No changes
31 – Term of Agreement	3-year contract ending 1/1/2026
32 – Labor Management Committee	No changes

EMPLOYMENT AGREEMENT

By and Between

BARTLETT REGIONAL HOSPITAL

and

**HEALTHCARE UNIT
2201**

January 1, 2024 through December 31, 2026

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

ARTICLE 1 – RECOGNITION

1.01 Bargaining Representative. The Employer recognizes the Union as the sole and exclusive bargaining representative for its full time, part-time, PRN and casual employees employed by the Employer in the Unit 2201 bargaining unit.

ARTICLE 2 - UNION SECURITY

2.01 Union Membership. Union members in good standing are those eligible employees who have elected to authorize and direct BRH to deduct union dues in support of the Union, or who otherwise contribute to the Union and are recognized by the Union as members in good standing. All members in good standing, will have grievance representation as a benefit of their membership. Dues or agency fees are to cover the cost of representing members of the bargaining unit in contract negotiations and grievances. Those members who decline paying dues will cover the Union's cost of the expenses incurred. Membership shall become effective by the thirty-first (31st) day following their first day of employment or the thirty-first (31st) day following the execution of this Agreement, whichever occurs later.

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

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

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

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

3.011 Cancellation of Deductions. Payroll deduction authorizations for dues or agency fees may be canceled by the bargaining unit member anytime within the 30-day window each year, from June 1 to June 30, and will be effective within thirty (30) days written notice to the Employer and the Union.

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

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

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

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

3.06 Union Leave Bank. There is hereby created a Union Leave Bank which shall be

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

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

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

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

3.063 Insufficient Union Leave. The purposes listed in 3.062 may first be met through use of the Union Leave Bank. Should there be insufficient money available through the Union Leave Bank, the Employee may request Personal Leave or leave without pay for purposes listed in 3.062.

ARTICLE 4 - MANAGEMENT RESPONSIBILITIES

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

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

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

ARTICLE 5 - COMPLIANCE WITH LAWS

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

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

ARTICLE 6 - HIRING AND SENIORITY

6.01 New Employee Orientation. The objectives of orientation shall be to familiarize all new

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

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

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

6.022 Evaluation of the Employee during the Probationary Period. Each employee during the probationary period will receive periodic feedback from his or her supervisor regarding the employee's progress toward gaining permanent status. The employee and supervisor/preceptor should arrange for coaching no less than once per month.

6.023 Changes in Position Description.

Employees will be notified ten (10) business days in advance of any changes to their position description. Changes to a position description will not require the employee to service a new probation period.

6.024 Changes in Position Classification

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

accordance with 6.02.

- (b) An employee who is promoted to a higher-level position in the same class series prior to the completion of a probationary period shall complete the probationary period in the lower job class by acceptable or better performance, as determined by the Employer, in the higher job class. The employee shall be considered as having permanent status in the lower classification at the end of the applicable probationary period following appointment to the position in that classification and shall complete the full probationary period in the higher class, provided the employee's performance at the higher level is acceptable or better, as determined by the Employer.
- (c) An employee with permanent status who becomes probationary because of a promotion, appointment to an unrelated classification at the same salary range, or voluntary demotion to a classification not formerly held, and fails to complete the new probationary period will be returned to the most recent previous job classification in which permanent status was held providing a vacancy exists.

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

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

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

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

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

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

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

work).

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

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

- a. Casual employees must be scheduled or accept work assignments from the Hospital at least once every three (3) months to maintain casual employee status.
- b. Class attendance or mandatory annual requirements shall not qualify as a work assignment for the purposes of this article.
- c. Unless the Hospital and the Union otherwise mutually agree, casual employees will not be scheduled to work a full time schedule for more than four (4) consecutive months or more than 780 hours annually.
- d. The Employer will notify the Union monthly of casual employees who have worked more than 780 hours in a calendar year. In addition, quarterly, the Employer will provide the Union a report of total casual hours worked in each department/unit.
- e. Casual employees do not receive or accrue fringe benefits. Casual employees are not eligible for premium pays except for Article 11.013.

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

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

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

the home unit Manager at least fourteen (14) days before posting of the schedule.

- a. A PRN employee must be available to work one (1) major holiday per year. Major holidays include: July 4, Thanksgiving, and Christmas.
- b. A PRN employee must be available to work one (1) weekend shift and a minimum of one (1) night and/or evening shift, per four (4) week schedule unless the employee's home unit is closed on weekends and holidays, or other arrangements have been made with the home unit manager. The home unit manager may assign more than one evening/night shift per schedule for the PRN employee.
- c. PRN employees may request unpaid time off up to six (6) weeks within a calendar year. Time off must be requested and approved by the home unit's manager in advance. Leave will not normally be approved from May 15th through September 15th.
- d. Work hours are not guaranteed. At the discretion of the manager or house supervisor, PRN staff can be changed from regular shift to on-call status if census warrants.
- e. PRN employees do not accrue or receive fringe benefits. PRN employees are not eligible for premium pay except for Articles 9.0411 and 11.014.
- f. A PRN employee who subsequently changes to full-time or part-time status who works in a department that rotates shifts may be required to accept regular assignment to an evening or night shift for no more than six (6) months if they have not already passed through this process per Article 13.02.
- g. The Employer will provide the union on a quarterly basis a total of all PRN hours worked by department/unit.

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

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

6.041 Seniority/Temporary & Contract Employees. Seniority shall not apply to temporary or contract employees.

6.042 Seniority Accrual/ Probationary Period. No employee shall accrue seniority until he or she has successfully completed the probationary period, at which time the employee's seniority shall apply retroactive to the first hour of the probationary period. Contract employees who accept an offer of permanent employment immediately following their temporary or contract

work will accrue seniority, in accordance with this section, only beginning with their work as a permanent employee. Waiving of some or all of the probationary period, in accordance with Article 6.02, for contract employees who accept an offer of permanent employment immediately following their contract work, will be at the discretion of management.

ARTICLE 7 - UNINTERRUPTED PATIENT CARE

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

“Picketing” is defined as the holding or posting of signs, or handing out of flyers, that occurs along Hospital Drive or on the hospital campus without the approval of management, and regarding a union dispute with management.

7.02 Emergency. In the event of a bona fide emergency, disaster or catastrophe, the terms of this Agreement may be temporarily suspended only to the extent necessary to maintain the delivery of uninterrupted service to the community. This does not preclude employees or their representatives from consulting or raising grievances about the suspension of terms of this agreement pursuant to this section or about any other matter.

ARTICLE 8 - GRIEVANCE PROCEDURE

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

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

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

8.04 Grievance Procedure. The Parties recognize that special circumstances may necessitate that a grievance as defined in Article 8.01 be initially filed at an advanced step. Ordinarily, a grievance initiated by the Union itself will be filed at Step 2. All grievances, including those initiated by the union itself, must specify the employee or employees on whose behalf it is being filed, if any. A grievance shall be submitted in writing and processed in accordance with the following grievance procedure:

If an employee chooses to represent themselves and fails to notify the Union that a grievance has been filed, the Union is released from any responsibility.

Step 1. Employee and Department Manager.

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

shall be furnished written copies of all employer actions taken that are related to the grievance.

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

If the matter is not resolved satisfactorily at Step 1, the grievance shall be presented in writing by the Union to the Administrator within fourteen (14) calendar days of the Step 1 decision.

If a grievance is initiated at Step 2, it must be filed within twenty-one (21) calendar days from the date the employee and/or Union was or should have been aware that a grievance existed.

The Administrator will designate a member of the Senior Leadership Team to act as the Employer’s representative. A conference including the Union Delegate, the grievant, and the Employer’s Step 2 representative shall be held within seven (7) calendar days of notification of the grievance’s movement onto Step 2. By mutual agreement, the seven (7) calendar day period may be extended to accommodate the Parties. The Employer’s Step 2 representative shall issue a written reply to the Union within seven (7) calendar days following the grievance meeting.

Step 3. Administrator and Local Union Representative.

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

Step 4. Arbitration.

- a. If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2 and 3 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Administrator or Acting Administrator.
- b. If the Employer and the Union fail, after exercise of due diligence to agree on an arbitrator within fourteen (14) calendar days, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees to issue an award within thirty (30) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later, and the arbitrator shall have no jurisdiction to decide the issue after that thirty (30) day period. The arbitrator’s decision shall be final and binding on all parties.
- c. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing

provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages.

d. Each party shall bear one-half ($\frac{1}{2}$) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitrator hearing. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

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

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

8.05 Union Grievance. The Union may initiate a grievance if the grievance is submitted in writing within twenty-one (21) calendar days from the date the Union was or should have been aware that the grievance existed. A grievance initiated by the Union itself may be filed at Step 2, at the Union's option. The decision of whether to file or advance a grievance at Step 2 and beyond belongs to the Union. However, the Employer will notify the Union if an employee attempts to advance, on the employee's own initiative, a grievance to Step 2 or beyond.

ARTICLE 9 - HOURS OF WORK

9.01 Work Day and Work Period. The traditional work day shall consist of eight (8) hours, and the traditional work period shall consist of eighty (80) hours within a fourteen (14) day period. Innovative work schedules shall be defined as a work day other than eight (8) hours and shall have a work week based on forty (40) hours.

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

- a. If new innovative shifts within a department are necessary, shifts will be offered to all employees of comparable skill, competency, ability & experience.
- b. If multiple employees request the innovative shift, management will endeavor to share the shift equitably.
- c. If there are no applicants for the innovative shift, assignment to the innovative shift may be rotated at a minimum of one pay period intervals.

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

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

9.04 Work Schedule. Four-week work schedules, including on-call, shall be posted no less than ten (10) days prior to the beginning of the scheduled work period. Full time and part-time employees shall be scheduled from one pay period to the next in accordance with their employment status, unless such status is altered pursuant to mutual agreement. The Employer will endeavor to schedule full time and part-time before scheduling PRN and casual employees. Employee requests for schedule adjustments must be presented at least fourteen (14) days before posting of the work schedule.

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

less days' notice.

In the event the Employer changes a schedule due to corrective action specific to an employee, that employee will not be due any premium under this specific subsection merely by the change in schedule, as long as the employee is promptly notified in writing of the corrective action including the change in schedule and reason for it.

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

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

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

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

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

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

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

9.043 Work on Day Off. All full time and part-time employees who work on their scheduled

day off or who are called in on their unscheduled time shall be paid at the rate of one and one half (1½) times the straight time rate of pay for the hours worked for a minimum of four (4) hours until such time as overtime rules apply. Shift trading between employees shall not apply.

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

Examples to clarify the term “pyramiding”.

#1. An employee scheduled to work 0800-1630, worked 0600-1630:

- Correct Pay: 8 hours REGULAR pay
2 hours OVERTIME pay
- Incorrect Pay: 2 hour PREMIUM pay (for 0600-0800)
6 hour REGULAR pay (0800-1430)
2 hour OVERTIME pay (> hours after 1430-1630)

#2. An employee worked 0600-1430 (called in advance of scheduled shift start at 0800)

- Correct Pay: 2 hour PREMIUM pay (for 0600-0800)
6 hour REGULAR pay (for 0800-1430)

The above examples assume that employee is not on a holiday, that “Rest between Shifts” premium pay does not apply (as per Article 9.10), and that the employee is working an “8/80” work schedule.

#3. Examples regarding premium pay for Scheduled Third weekend:

Employee is scheduled every other weekend, e.g. weekend #'s 1 and 3 in a month. If employee is called in to work on the unscheduled #2 weekend they should receive premium pay for weekend #2 and regular pay for weekend #3. Pyramiding would be receiving premium pay for both #2 and #3 weekends.

9.051 Overtime Approval. All overtime must be approved by supervision. The Employer and the Union agree that overtime should be minimized. If in the Employer’s opinion reasonable overtime is necessary, volunteers will be sought first and if there are insufficient volunteers, reasonable overtime may be assigned equitably starting with the least senior

employee.

9.06 Report Pay. Employees who report for work as scheduled (unless otherwise notified in advance) and are released for any reason other than discipline shall receive a minimum of four (4) hours' work or four (4) hours' pay at the appropriate rate. An employee shall not be eligible for report pay if the Employer is unable to notify the employee of a change in the work schedule. Notification in advance shall mean reasonable attempts by the Employer to contact the employee in a timely manner by telephone, including unanswered calls, messages left with third parties or through an employee's answering service or machine.

9.07 Callback Pay. Callback pay shall be at a rate of one and one-half (1½) times the straight time rate of pay for a minimum of four (4) hours as follows:

- a. Any employee not receiving on-call pay who is called back to work after completion of the employee's work day; or
- b. Employees called in from on-call status except employees who are placed in on-call status for low census; or
- c. Full time employees scheduled to work hours outside their scheduled work day when the department/work area is closed. This does not apply to continuous work beyond employee's shift due to workload, nor to meetings or education.

Callback minimum: Callback minimum shall be defined for the purposes of this contract as hours paid but not worked to meet the four (4) hour pay minimum.

9.071 Telephone Callback Pay. Employees responding via telephone/computer shall receive a minimum of 30 minutes at the rate of one and one-half (1½) times the straight time rate of pay.

9.072 Callback Window Method. If more than one callback occurs within a given four (4) hour callback window; total callback time cannot exceed four (4) hours unless the work time exceeds four (4) hours. Callback pay ceases at the beginning of the regularly scheduled shift.

9.0721 Pre-shift Callback. In the event of a callback that begins within the four (4) hours immediately before a regular shift begins; which is not part of an existing callback window, there will be a manual timecard entry to reduce the amount of on call pay and increase the amount of callback pay to equal the four-hour minimum.

Example: Employee is on call 1700 – 0700, and scheduled to work at 0700 the next day. If the employee is called in at 0500, what would the pay look like?

Answer: On call pay from 1700 – 0300; Callback pay from 0300 – 0700; and regular pay after 0700.

9.08 Meal Periods. All employees working a six (6) hour or longer shift shall receive one (1) unpaid meal period of one-half (½) hour at approximately the midpoint of the shift. Employees

required to remain on duty for a total of sixteen (16) hours shall be granted one (1) additional unpaid meal period of one-half (½) hour. Employees required to remain on duty during their meal period shall be compensated for such time at the appropriate rate of pay.

9.09 Weekends. The weekend shall be defined for day and evening shift personnel as Saturday and Sunday. For night shift personnel, the weekend shall be defined as Friday night and Saturday night. Employees scheduled by their manager for one specified weekend shift will constitute as a fulfilled weekend requirement. The Employer will make a good faith effort to schedule all full time or part-time employees to two (2) weekends off out of every four (4) weekends. In the event a full time or part-time employee is scheduled to work more than two (2) out of every four (4) weekends, the employee shall be paid at the rate of one and one-half (1½) times the straight time rate of pay for all time worked on the weekend until scheduled a weekend off (no pyramiding). In the event a full time or part-time employee is required to work on an unscheduled weekend, all time worked on that unscheduled weekend shall be paid for at the rate of one and one-half (1½) times the straight time rate of pay. This section shall not apply to full time employees or to part-time employees who sign an agreement for more frequent weekend duty nor to PRN, casual, or temporary employees, nor shall it apply to on-call hours nor does it apply to extra weekend shifts that are picked up by an employee after the schedule is posted.

a. Employees self-scheduling in the timekeeping system for more than two (2) weekends in a four (4) week period and/or schedule themselves for only one (1) weekend shift do not meet the weekend requirement for the purpose of premium pay.

Example of *Scheduled* Weekends (no waiver signed):

PP = Premium Pay Weekend (Shaded box) **Reset count from PP

Starting point:

1 st schedule	2 nd schedule	3 rd Schedule
Scheduled w/e #1	Off w/e #5 **	Scheduled w/e #9 (PP)
Scheduled w/e #2	Schedule w/e #6	Scheduled w/e #10 (PP)
Off w/e #3	Schedule w/e #7	Scheduled w/e #11 (PP)
Scheduled w/e #4 (PP)	Off w/e #8	Off w/e #12 **

4 th Schedule	5 th schedule	6 th Schedule
Off w/e #13	Off w/e #17 Picked up extra shift <7 days (PP because of +EX+)	Off w/e #21
Scheduled w/e #14	Scheduled w/e # 18	Scheduled w/e #22
Off w/e #15	Off w/e # 19 Work due to shift trade (Regular Pay)	Off w/e #23 Picked up shift > 7 day notice (Regular Pay or OT)
Scheduled w/e #16	Scheduled w/e # 20	Scheduled w/e #24

Examples regarding premium pay for Scheduled Third weekend:

Employee is scheduled every other weekend, e.g. weekend #'s 1 and 3 in a month. If employee is called in to work on the unscheduled #2 weekend they should receive premium pay for weekend #2 and regular pay for weekend #3. Pyramiding would be receiving premium pay for both #2 and #3 weekends.

9.10 Rest Between Shifts. The Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between shifts. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked on a shift beginning within this ten (10) hour period shall be at one and one-half (1 ½) times the straight time rate of pay. This Section shall not apply to employees receiving Callback Pay as defined in Article 9.07(b).

Addendum to Article 9.10: Examples

- 1) Day One: 10 hour/day employee is scheduled 0700-1730 but continues work until 2315.
- Day Two: If employee is scheduled 0700-1730, there is less than 10 hours rest between shifts so all hours worked on this shift will be paid premium pay.

- 2) Day One: Employee scheduled 0700-1930 but works until 2130.
- Day Two: If employee scheduled to work 0700-1930, will be paid 12 hours premium pay.

9.11 Travel Time Exclusion. Travel time to and from the hospital shall not be considered time worked for purposes of this contract.

ARTICLE 10 – (Reserved)

ARTICLE 11 – RATES OF PAY

11.01 Wage Rates. Employees covered by this Agreement shall be paid in accordance with the existing hourly wage schedule, as increased per the following:

Effective the first payday in July 2024, a 2.5% increase will be applied to all steps of the wage scales in effect on the last pay period of FY2024.

0.5% of the above 2.5% increase will be paid retroactively, in the form of a lump sum less mandatory deductions, to current employees as of the date of this payment, following the ratification of this Agreement, including approval of this increase, by both the Union and City Assembly.

Effective the first payday in July 2025, a 3% increase will be applied to all steps of the wage scales in effect on the last pay period of FY2025.

Effective the first payday in July 2026, a 5.5% increase will be applied to all steps of the wage scales in effect on the last pay period of FY2026.

These updated wage scales are in Appendix A to this Agreement.

11.011 Effective Date. Wage increases and longevity benefit increments shall become effective at the beginning of the first full payroll period on or after a change of status or achievement of a wage step increase. Upon forty-five (45) days’ notice the Employer may revise the length or commencement date of the payroll period for business considerations provided that no effective date shall be dated thereby.

11.012 Straight time Rate of Pay Definition. When used in this Agreement the term “straight time rate of pay” shall mean the hourly wage for each employee as set forth in the appropriate column of the wage rate attached hereto as Appendix A relating to the job classification then held by the individual employee or as established for the individual employee under paragraph 11.02 (Discretionary Pay) below.

11.013 Casual Employee Differential. In lieu of fringe benefits, casual employees shall be paid a two dollar (\$2.00) per hour differential in addition to the applicable hourly wage set forth in the attached schedule.

11.014 PRN Differential. In lieu of fringe benefits, PRN employees shall be paid an hourly differential in addition to their straight time rate of pay.

- PRN-Nurse I 10% of current step.
- PRN-Nurse II 20% of current step.
- PRN-Nurse III 25% of current step
- Other PRN employees: 25% of current step

11.02 Discretionary Payments. The wages set forth in the attached Wage Rates are minimums

and the Employer may, at its sole discretion, pay employees above the minimum rates provided the Employer notifies the employees in writing, with a copy to the Union, of the rate applicable to employee and any conditions which may be attached. Any such discretionary payments may likewise be terminated by the Employer at its sole discretion after similar notification.

11.03 Weekend Differential. Weekend hours shall, in addition to the straight time, premium or overtime rate of pay, receive a weekend differential of \$4.00/hour for all employees.

11.031 Employee Weekend Differential Waiver. Employees who have the flexibility to set their own work hours without impacting the Employer's operation may, with supervisory approval, waive their right to applicable weekend differential. Waiver of this differential should be in writing and will be available to the Union. An employee may rescind this waiver with written notice at least fourteen (14) days prior to the posting of the next work schedule.

11.04 Step Placement on Hire. The Employer, in its sole discretion, may place a new employee up to and including Step 5 of the salary schedule upon initial hire. Upon successful completion of the probationary period, and upon request by the Employee, the Employer may authorize an Employee up to two (2) additional steps at a rate of up to 2080 hours for each year of experience related to the employee's position at the Hospital. The amount of hours recognized under this paragraph shall be solely for purposes of placing the employee on the wage scale and shall not be accredited for any other purpose under this Agreement.

11.041 Rehire Previous Employee. Those employees who have a history of employment at Bartlett Regional Hospital, who left in good standing with the organization, and who remain current in their field through subsequent employment, shall be placed, at a minimum, at the step that most closely matches their former rate of pay. The review hours will be placed at the base of the step that the employee is placed. Once the probationary period has been successfully completed, the employee may request reconsideration of placement based on overall service credit in accordance with 11.04 above. Seniority is not retained, as described in Article 6.

11.05 New Positions. In the event new classifications within the bargaining unit are created during the term of the Agreement, the Employer will allocate the new classification to the appropriate Band, Grade, and Subgrade. The Employer will notify the Union of any new or revised job classifications and provide corresponding position descriptions at least 30 days prior to implementation. If any position is eliminated, the Employer will also notify the Union in a timely manner.

11.051 Revised Classification. The Employer may, in like manner, revise the Band, Grade, and /or Subgrade for any classification. Should an employee be impacted by such a change, the provisions of Article 11.08(d) shall apply.

11.052 Posted Positions. In the event there is more than one applicant for a posted position and the employees' skill, competency, ability and experience are equal, then seniority shall prevail.

11.06 Automobile Allowance. When an employee is required to use his or her personal automobile on Hospital business, the employee shall be reimbursed for such usage at the

maximum mileage rate allowable as a deductible expense by the Internal Revenue Service, within 30 days of receipt of all necessary and requested information.

11.07 Shift Differential. This subsection, 11.07, is effective prospectively upon implementing the UKG payroll system: Employees assigned to work a designated evening shift or a designated night shift shall be paid the applicable shift differential from the following schedule over the employees’ regular hourly rate of pay. Employees shall be paid shift differential for the hours worked falling within the defined shift windows set out below.

Evenings	\$3.65
Nights	\$3.65

Shift hours, for the purpose of payment of shift differential only, are:

Evenings	1630 – 1859 (4:30 pm to 6:59 pm)
Nights	1900 – 0659 (7:00 pm to 6:59 am)

11.071 Employee Shift Differential Waiver. Employees who have the flexibility to set their own work hours without impacting the Employer’s operation may, with supervisory approval, waive their right to applicable shift differential. Waiver of this differential should be in writing and will be available to the Union. An employee may rescind this waiver with written notice at least fourteen (14) days prior to the posting of the next work schedule.

11.08 Change In Classifications. The following provisions shall apply only to movement from one distinct job classification series to another (i.e. from CNA to LPN or from Diet Aide to PAS Representative) and movement within the same job classification series with different DBM Bands (i.e. RT in training B22 to RT C42), after completing the probation period in the former position from which moving.

a. **Promotion.** An Employee experiencing a change in classification to a higher DBM rating shall be placed at step one on the wage scale for the new position or at the step that provides the Employee an increase in wage. If the Employee has advanced more than half way to his/her next wage step increase in the former position, the Employee will be placed at one step above the step that provides the Employee an increase in wage. Once placed, the Employee’s review hours shall be established at the base hours for that step on the wage scale and he/she shall begin to accrue review hours from that point.

b. **Demotion or Transfer to a Lower Grade.** An Employee experiencing a change in classification to a lower grade shall be placed on the wage scale for the new position at the step that provides the least decrease in wage. Once placed, the Employee’s review hours shall be established at the base hours for that step on the wage scale and he/she shall begin to accrue review hours from that point.

c. **Transfer.** A transfer to a new position at a higher or lower grade will follow 11.08(a) or (b), respectively.

d. **Reclassification.**

If an employee remains in a position that is reclassified to a lower wage grade, their placement will follow 11.08(b).

If an employee remains in a position that is reclassified to a higher wage grade and reclassification is to recognize the duties the employee has already been performing for some time, the employee will be placed on the wage grade as at the step appropriate based on review hours.

If an employee remains in a position that is reclassified to a higher wage grade due to a more recent evolution of job duties or assignment of new job duties, the employee will be placed on the wage grade in accordance with 11.08(a).

e. **Transferring or Returning Before Completing Probation.** If moving to a new position before completing the probation period in the position from which moving, the employee will be placed at the step immediately and previously held on that wage grade, if any. If the employee is not returning to the wage grade formerly held, the employee will be placed on the wage grade as at the step appropriate based on review hours

11.081. Transfers/promotions/demotions to a position within a job classification series shall not alter the Employee's accrued review hours for the purpose of placement on the wage scale (i.e. CN III to CN II, Admin Clerk I to Admin Clerk II or Pharmacy Tech II to Pharmacy Tech III).

11.09 Day, Month and Year. For purposes of the Agreement and the method of computing wages, longevity increments, seniority, benefits, and conditions of employment provided herein, a "day" shall be defined as eight (8) hours of work, a "month" shall be defined as 173.3 hours of work, and a "year" shall be defined as 2080 hours of work. All hours for which pay is received except on-call hours shall count as hours worked.

11.10 On-Call Status. Employees placed in on-call status off hospital premises shall be compensated at the rate of \$4.00 per hour. Employees placed in on-call status on a holiday shall be compensated at one and one half (1 ½) times the hourly on-call rate. On-call hours shall not be counted as hours worked for purposes of computing overtime, longevity increments, or fringe benefits. Employees on call should be available to perform on-site work within 30 minutes after being called to work. An employee's failure to respond to reasonable efforts by the Employer to contact him/her as described in section 9.06 shall be a subject of discipline.

11.11 Temporary Assignment. Temporary assignment to a higher paid position shall be compensated \$2.00 per hour above the employee's straight time rate of pay provided, however, there shall be no entitlement to temporary assignment pay when the person in higher paid position is on a scheduled day off work. The Employer may at its discretion, based on the needs of the department, designate an employee as a "charge" for a specific shift that will be compensated in the same manner as temporary assignment pay.

11.12 Approved Education Expenses. When the Employer requires the employee to participate in an educational program (which shall exclude programs for maintaining licensure and specialty

certification), the Employer will pay approved expenses that are directly related to the program (including scheduled hours to attend class, cost of program, cards).

11.13 Certification Pay. In recognition of excellence in their respective specialties, annually, on the first pay period in February, the Hospital shall, according to the following schedule, pay a bonus to any current employee who has worked 312 or more hours within the previous calendar year (excluding temporary employees), and who currently holds certification(s) based on the following minimum criteria described below as determined by the panel.

- Examination by the certifying body of a nationally recognized job related specialty organization
- Certification expenses are not incurred by the Employer.
- Certification is not required by current job description but is related to the employee’s current job description or career ladder.
- Certification as a result of basic education for the job does not qualify.
- Changes in certification pay eligibility will be affected by Federal & State law and regulatory agencies.
- The certification must have a requirement to be periodically renewed by repeat examination or continued education requirements. Expired certifications must be renewed prior to July of the year to receive certification pay for that year.
- The certification must be for a position or job duties that are currently being performed at the hospital.

A five-member panel including two Union employees will be appointed to determine whether the certification(s) meets the above criteria. Each year new certifications and those which have changed status will be considered by the panel. In order to receive this bonus, the employee must provide the Human Resources Office a copy of each certification prior to January 1st of the first year holding such certification and then only after renewals. This annual certification shall be paid to the employee for the respective length of certification. For new certifications, providing any supporting documentation from the above criteria would be appreciated. Failure to provide certificates(s) or requested backup materials by January 1st will disqualify the employee from receiving bonuses.

First Certification	\$400.00
Second Certification	\$350.00
Third Certification	\$250.00

Employees who receive certification pay are required to work in the discipline for which they hold the certification(s) if requested to do so. Employees must continue to meet the criteria of the governing body issuing their certification.

11.14 Premium Pay. Premium pay is any rate of pay other than overtime paid at a rate of one and one-half (1 ½) times the straight time rate of pay. If the total hours worked in the work day or period result in an overtime condition, the premium hours shall be considered and paid as overtime. All differentials, on-call pay and temporary assignment pay are excluded in computing premium pay.

11.15 Preceptor Pay. The Preceptor program is coordinated through Staff Development department. The program is outlined in the Employer’s Precepting Policy. Preceptor pay, as defined in the policy, is \$2.00 per hour above the employee’s straight time rate of pay.

11.16 Longevity Pay. Full time/Part time Employees with greater than 20,800 hours (longevity/benefit hours) will receive a longevity award on an annual basis at the following rates:

- 20,800 hours up to 31,200 - \$500
- 31,201 hours up to 41,600 hours - \$750;
- 41,601 hours up to 51,999 hours - \$1,000; and
- over 52,000 hours - \$1,500.

Longevity awards shall become effective at the beginning of the first full payroll period on or after the longevity achievement (as defined in article 11.011)

11.17 Float Pay. Employees who are required to float from their home labor distribution to another labor distribution to which they have been sufficiently cross-trained and have maintained competencies shall receive a float differential while working in the labor distribution to which they have floated.

- Two (2) direct patient care areas will receive two (\$2) per hour
- Three (3) or more direct patient care areas will receive three (\$3) per hour

11.171 In determining whether an employee floats to other direct patient care areas as a regular job duty, the employer will consider these guidelines and the job duties described in the position description to determine whether float pay is applicable.

- a. Examples (this list is not all inclusive, but is intended to be used for illustrative purposes):
 - i. An employee working in the role of a 1:1 is required to work in a variety of patient care areas as a regular job duty, and would not be eligible for float pay.
 - ii. An employee assigned to the float pool in the Nursing Administration department is an exception to this provision, and is eligible for float pay under this article.

11.172 Those who are employed as a Registered Nurse III must maintain one float area beyond their home unit as a requirement of their position. If this is the only float area that the employee has been sufficiently crossed trained and has maintained competencies, then float pay under Article 11.17 is not applicable.

11.173 An employee who is eligible for the pay associated with a temporary assignment to a higher paid position under Article 11.11, may still be eligible for float pay under Article 11.17.

ARTICLE 12 - EMPLOYEE EVALUATIONS

12.01 Evaluation System. The Employer shall maintain a fair and equitable employee evaluation system.

ARTICLE 13 - FLOATING/SHIFT ROTATION

13.01 Floating. An employee’s daily work assignment may be altered on a shift by shift basis by the Employer in order to meet patient care needs. Employees will be expected to perform all basic functions according to their licensure authority and/or their job description. In the event floating becomes necessary, it shall be subject to the following:

- a. No employee shall be required to float to an area in which he or she does not have the necessary skills, timely orientation, or ability to perform the duties assigned.
- b. Employees required to float within the hospital shall receive timely orientation appropriate to the assignment. Orientation will be dependent upon the employee’s previous experience and familiarity with the task to which such employee is assigned. The employer shall enact a policy to support the timely achievement of competency/orientation to float areas.
- c. Floating duties shall be assigned as equitably as possible while taking into account patient care needs and the skill and competency of employees. Refusal to float may result in immediate discipline up to and including suspension or discharge.

13.02 Shift Rotation. The Employer may rotate shift assignments as it deems necessary in light of patient care, efficiency and business considerations. In the event of shift rotation, the following shall apply:

- a. Employees may request regular assignment to the night or evening shift. If more than one employee requests assignment to the same night or evening shift, management shall endeavor to schedule the shift assignments in an equitable manner provided the employees have completed their orientation period and this shall not have a deleterious effect on the department as a whole in the judgment of the manager.
- b. Provided the employee’s skill, competency, ability and experience are considered equal by the Employer, the Employer will endeavor to assign night and evening positions to the least senior employee. A newly graduated RN will complete a preceptor period prior to being independently assigned to the evening or night shift.
- c. No employee shall be required to accept regular assignment to an evening or night shift for more than three (3) years after completion of initial hospital orientation. Thereafter, the position shall be filled by another assignment, if available, or covered by rotation and the employee rotated to other shifts.
- d. An employee scheduled for a night shift, followed by a day shift (a “flip”), shall receive premium pay for the day shift. This does not apply to employees scheduling themselves. Ex: Employee scheduled by employer to work Thursday night shift, (1900-0730) and Saturday day shift (0700-1930) would qualify for premium pay on Saturday for the entirety of the shift.

13.021 Equitable Rotation. Where shift rotation is deemed necessary, such rotation will normally include only those employees with less than 10 years' employment with the Employer, unless exclusion of more senior employees may have deleterious effects on the unit or department as a whole in the judgment of the Employer. The Employer will endeavor to assign rotation equitably starting with the least senior employee, subject to the needs of the Hospital and the skill, competency, ability, and experience of the employee.

ARTICLE 14 - JURY/WITNESS DUTY

14.01 Compensation. All Full-time and Part-time employees who are required to serve on jury duty or who are called to be a witness in any judicial proceeding on behalf of the Employer, or as a consequence of employment at Bartlett Regional Hospital shall be compensated by the Employer. Paid jury duty hours are not considered hours worked for the purpose of overtime calculation.

14.011 Jury Duty Leave. Employees serving on jury duty on regularly scheduled work days shall surrender their jury duty pay to the Employer and will be paid their straight time rate of pay for the time the employee's presence is required by the court, or the length of the shift, whichever is less. Scheduled hours in excess of time in court may be taken as personal leave or leave without pay. Evening shift employees will be excused from work on the day of jury duty. Night shift employees shall be excused from work on the night preceding and the night immediately following jury duty. In order to receive pay, employees must provide proof of attendance in jury service to payroll. If no proof is provided, excused shifts will be charged to personal leave.

14.012 Employer Witness Duty. All employees called to be a witness on behalf of the Employer shall be paid in accordance with terms of the contract for all hours spent in preparation for and in such legal proceedings.

- a. Day shift employees may be required, at the manager's discretion, to report to work after the employee's court appearance if the day would otherwise be a normal workday for the employee. If business allows, the employee may request to use personal leave in lieu of returning to work.
- b. Evening shift employees will be reassigned to the day shift on the day of witness duty. The employee may be required, at the manager's discretion, to report to work after the employee's court appearance if the day would otherwise be a normal workday for the employee. If business allows, the employee may request to use personal leave in lieu of returning to work.
- c. Night shift employees may be excused from work on the night preceding the day of witness duty. On the day of witness duty, the employee will be reassigned to work day shift hours. The employee may be required, at the manager's discretion, to report to work after the employee's court appearance if the day would otherwise be a normal workday for the employee. If business allows, the employee may request to use personal leave in lieu of returning to work.

Examples for Jury and Witness Duty:

Employee is scheduled to work the night shift on Monday, Tuesday, and Wednesday. Employee is required to appear in court on Monday. The employee is reassigned to work during the day shift on Monday, and reports to work Tuesday at 1900 (7:00 pm). No additional shift adjustments are considered.

Employee is scheduled to work the night shift on Monday, Tuesday, and Wednesday. Employee is required to appear in court on Tuesday. The employee is given administrative leave for the Monday night shift, and is reassigned to work during the day shift on Tuesday. The employee reports to work at 1900 (7:00 pm) Wednesday.

Employee is scheduled to work the night shift on Monday, Tuesday, and Wednesday. Employee is required to appear in court on Wednesday. The employee works the night shift on Monday, is placed on administrative leave for the Tuesday night shift, and is reassigned to work during the day shift on Wednesday. No additional shift adjustments are considered.

14.013 Non Employer Witness. Employees subpoenaed for proceedings not related to employment at the Hospital will be given release time. Such release time will be taken as personal leave or leave without pay. Employees shall use all reasonable efforts to avoid time away from the Hospital.

14.02 Reporting For Work. An employee excused from jury/witness duty during regularly scheduled hours shall report to work forthwith. Employees shall not be required, because of such jury/witness duty, to work beyond their scheduled work day.

ARTICLE 15 - CONSCIENTIOUS OBJECTION

15.01 Notification and Utilization. Except in emergencies, no employee shall be required to perform or assist in the performance of any treatment or procedures that violate the employee's previously stated religious or ethical beliefs. An employee, upon being offered or assigned a specific job position in which participation in such treatment or procedures may occur, shall notify the Employer in writing of any limitations his or her religious or ethical beliefs may place upon his or her ability to perform the duties associated with the job position. The Employer shall review the limitations as stated by the employee and may, if the Employer deems it necessary for business and patient care considerations, assign the position to another employee. The utilization of this Article by an employee shall in no way affect the employee's performance rating or, except as necessary to accommodate the employee's previously stated beliefs, promotional opportunities.

ARTICLE 16- HOLIDAYS

16.01 Recognized Holidays. The following calendar days shall be recognized as holidays:

New Year’s Day	1st of January
Martin Luther King Day	3rd Monday in January
President’s Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	19 th of June
Independence Day	4th of July
Labor Day	1st Monday in September
Indigenous Peoples’ Day	Second Monday in October
Veteran’s Day	11th of November
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Day	25 th of December

16.011 Hours of Recognition. The hours recognized for observance of the above designated holidays shall be on the calendar day, except for the following:

- a. For employees scheduled to work 8 hour shifts, the observance of Christmas Day shall begin with commencement of the designated evening shift on December 24th and continue through the end of the designated day shift on December 25th and for New Year’s Day the observance shall begin with commencement of the designated evening shift on December 31st and continue through the end of the designated day shift on January 1st. However, if an employee is scheduled to work an 8 hour day shift on December 24th and an 8 hour evening shift on December 25th, they shall receive holiday pay for work on Christmas Day, December 25th.
- b. For all employees scheduled to work 12 hour shifts, the observance of all holidays shall commence at the beginning of the designated night shift on the day prior to the holiday and continue until the end of the designated day shift on the holiday.
- c. For all employees scheduled to work other innovative shifts, the observance of the Christmas and New Year’s holidays shall commence at a designated time on December 24th and December 31st and shall continue for a 24-hour period ending on December 25th and January 1st respectively.

16.02 Posting of Dates. The dates and times at which holidays will be observed will be conspicuously posted by the Employer prior to each January.

16.03 Compensation. All employees who work on the above holidays shall be paid at the rate of one and one-half (1 ½) times the employee’s straight time rate of pay for all hours worked on the holiday. All overtime hours worked on a holiday shall be paid at twice the employee’s straight time rate of pay.

16.04 Rotation of Holiday Work. Holiday work shall be rotated by the Employer to the extent possible. However, when required to be on duty, employees will work either Christmas Day or Thanksgiving. With approval of the appropriate department manager an employee required to work on Christmas or Thanksgiving may take both holidays off by arranging for another employee who is presently qualified to work both holidays if necessary.

16.05 Longevity Holiday Exemption. Upon the employee’s written request, an employee with 15 or more years employment with the employer, will be exempt from having to work holidays unless the exemption results in insufficient staffing for a department or this practice has a deleterious effect on the department as a whole in the judgment of the Employer. Approved personal leave would have staffing precedence. In cases of conflicting requests, Article 16.04 Rotation of Holiday Work, supersedes.

16.06 Select departments may have to remain open and provide services on a given holiday based on census, caseloads, and other factors to be determined by the employer. Affected employees would be eligible for holiday, premium, and overtime pay as applicable.

ARTICLE 17- PERSONAL LEAVE

17.01 Personal Leave. Full time and part-time employees shall accrue Personal Leave for purposes of vacation, holiday, and sick leave. Employees in casual, PRN, and temporary status do not accrue Personal Leave.

17.011 Upon Hire. Twenty-four (24) hours of personal leave will be immediately advanced to full-time and part-time employees upon hire. Additional leave will not begin accruing until such employee has earned more than 24 hours, according to the provisions below.

17.02 Rate of Accrual. The rate of accrual shall be based upon the total number of hours of work or paid leave the employee received compensation for (excluding on-call and call back minimum hours) in accordance with the following formula:

<u>Step</u>	<u>Length of Employment</u>	<u>Accrual Rate</u>
1	0 to 2079.99 hours	Multiply total hours in the pay period times .1000
2	2080 to 4159.99 hours	Multiply total hours in the pay period times .1385
3	4160 to 10,399.99 hours	Multiply total hours in the pay period times .1500
4	10,400 to 20,799.99 hours	Multiply total hours in the pay period times .1615
5	20,800 hours and up	Multiply total hours in the pay period times .1846

17.03 Pay Rate. Personal leave pay shall be paid at the employee’s straight time rate of pay at the time the leave is taken. All accrual rate changes shall be effective the first day of the pay period following completion of the employee’s service requirement.

17.04 Scheduling. Except for medical reasons, employees shall present requests for personal leave using the automated time card system as far in advance as possible but not less than two (2) weeks before the work schedule is posted. Employees will be notified through the automated time card system within two (2) weeks after the request is submitted whether the personal leave is approved, and if denied a justifiable reason given. The Employer shall not unreasonably deny a request for personal leave taking into account the needs of the Hospital. Approved personal leave is contingent upon the employee having sufficient accrued PL when the leave is taken so that the employee does not go into leave without pay status. Previously denied requests may be resubmitted as circumstances warrant.

17.041 Conflicting Requests. In the case of conflicting requests by employees for personal leave or limitations imposed by the Employer on personal leave requests, all personal leave

requests will be considered on the basis of the date the request was submitted. Personal leave requested during the Christmas or Thanksgiving holiday periods shall be assigned on a rotational basis pursuant to Section 16.04.

17.042 Advance Notification. Employees requesting personal leave at least ninety (90) days in advance, but no further than 11 months in advance, will be notified through the automated time card system whether this request is approved as soon as practical, but no later than thirty (30) days after the request for personal leave was submitted. Approved personal leave requests shall not be affected by later request unless mutually agreeable. An employee may rescind a PL request up to 30 days after the approval. Thereafter, rescission of such requested time off may be accomplished only if the Employer consents.

17.05 Use for Illness or Injury. Any accrued and unused personal leave may be used by an employee who is ill or has been injured, or to care for a member of the employee's immediate family consisting of the employee's grandparents, parents, spouse, domestic partner, sibling, child, grandchild, father-in-law, or mother-in-law, and such others as may be agreed upon between the employee and the Hospital.

17.051 Notification of Illness or Injury. Whenever possible, employees shall notify the Employer at least two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. The employee must notify the Employer each day of absence if the employee is unable to work unless prior arrangements have been made with the supervisor. Failure to comply with the above specified notification requirements may result in loss of paid personal leave for that day.

17.052 Proof of Illness or Injury. Prior to payment for medically related personal leave, reasonable proof of illness or injury may be required. Proven abuse of medically related personal leave may be grounds for discharge.

17.06 Usage Requirements. Personal leave accrued but not used shall accumulate from month to month until separation providing each full time employee uses at least 120 hours of personal leave each calendar year and each part-time employee uses at least the same number of hours per year as their part-time status bears to 120 hours (i.e., a .6 part-time employee shall use 72 hours). This provision will take effect on January 1 of the year immediately following the Employee's date of hire or change of status from casual to fulltime or part-time. If an employee does not take a total of 120 hours of personal leave (or the proportionate amount for part-time employees) in a calendar year, the difference shall be paid out in the last paycheck of the year unless the employee's supervisor certifies in writing that there was no opportunity to take the mandatory leave, in which case it will remain in the employee's accumulating balance subject to the accrual limit in Section 17.08.

17.07 Conversion to Cash. Following completion of an employee's probationary period, a full time employee or a part-time employee may request a cash payment, in whole or part, for accrued hours of personal leave. However, the exercise of this option does not eliminate the mandatory use of personal leave as provided for in Section 17.06 above. In no case shall conversion to cash reduce the employee's leave balance to less than 80 hours. Requests for

conversion must be received by the Payroll Department prior to the end of the pay period and will be paid on the following payday.

17.08 Limits of Accrual. No employee shall be allowed to carry-over more than 650 hours of personal leave to the next calendar year. Accrued, yet unused personal leave in excess of this limit shall be paid out to the Employee at his/her present base rate of pay on the first pay period in January of each year. This provision does not eliminate the mandatory use of personal leave as provided for in section 17.06 of this agreement.

17.09 Use of Personal Leave for Holidays. All employees are required to use a day of personal leave time for each designated holiday unless required to work on the holiday or it is a scheduled day off for the employee. Personal leave accrual rates were established in consideration of this requirement. An employee using paid leave on a holiday who is called into work shall not be required to use paid leave for any hours actually worked.

17.091 Employee Holiday Pay Waiver. Employees not normally scheduled to work holidays may waive their right to holiday pay and, with prior supervisory approval, work the holiday at their straight time rate of pay. A written waiver will be required for each holiday and will be available to the Union.

17.10 Payment Upon Termination. Following completion of an employee's probationary period, an employee shall be paid upon termination of employment for all personal leave accrued but not used.

17.11 Days and Hours. For the purpose of this Article days and hours shall be interchangeable and each day shall consist of eight (8) hours.

ARTICLE 18 – OTHER PAID LEAVE

18.01 Educational Leave/Benefit. Full and Part time employees shall be allowed up to twenty-four (24) hours of paid educational leave per year, or in lieu of such leave, up to twenty-four (24) hours per year of pay for approved educational program participation outside of work hours. Such leave or program participation shall be subject to budgetary considerations and scheduling requirements of the Employer. The use of this educational leave/benefit is strictly limited to attendance (which includes time spent getting to and from the program) at schools or other entities (e.g. electronic, on-line media, or professional organizations) offering bona fide educational programs approved by the Employer. Education leave must be completed by the end of the first full pay period in December each year.

18.011 Staff Education. Staff will be notified, subject to budgetary considerations, if there is a BRH-funded department education budget for their department, and may make requests or suggestions for use of this fund through their director.

18.02 Professional Leave. Full and Part time employees may be allowed up to twenty-four (24) hours of paid professional leave per year, provided, however, such leave shall be subject to budgetary considerations and scheduling requirements of the Employer. Professional leave shall be used only for events such as conferences, seminars, or trade shows sponsored by recognized professional organizations related to the employee’s position. Employee must be a member of a recognized professional organization related to the employee’s position. Professional Leave must be completed by the end of the first full pay period in December each year.

18.03 Bereavement Leave. When a death occurs in a Full or Part time employee's immediate family (defined as grandparent, parent, spouse, domestic partner, sibling, child, grandchild, son-in-law, daughter-in-law, mother-in-law or father-in-law, and such others as may be agreed upon between the employee and the Employer), he or she will be entitled to a leave of absence from scheduled work of up to 40 hours (pro-rated for part-time employees) with pay to participate in the memorial service and/or attend to the affairs of the deceased. If it is necessary for the employee to leave Juneau, the 40-hour period will be extended to ten (10) days; however, the amount of compensation available to the employee will remain 40 hours.

If an employee is on vacation and is utilizing personal leave, the employee may convert such vacation time (up to 40 hours, pro-rated for part-time employees) to bereavement leave provided the employee requests such conversion in writing to the Employer within five (5) calendar days upon return from vacation.

Pay for bereavement leave will be provided only in the event the employee was thus unable to perform work for which the employee had otherwise been scheduled with the exception of a) above.

18.04 Union Leave. The release of bargaining unit members for Union Leave shall be handled on the same basis as release from duty for Personal Leave. Such approval shall not be unreasonably withheld by the supervisor. In instances of contract negotiations and other highly critical matters of long duration, the Employer agrees that every reasonable effort will be made

to release bargaining unit members from their duties; however, the parties recognize that a situation may develop such that a bargaining unit member may not be released.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 In General. Employees shall request all leaves of absence from the Employer in writing as far in advance as possible stating the reason for the leave and the amount of time requested. The Employer shall, as soon as possible after receipt of the leave of absence request (but in no event longer than thirty (30) days following receipt), provide the employee with a written reply either granting or denying the leave. The Employer, taking into account staffing, financial and patient care considerations shall not unreasonably deny an employee's leave of absence request.

19.011 Compensation/Accrual While On Leave. Unless otherwise specified in writing at the time the leave is granted all leaves of absence shall be unpaid. All unpaid leaves of absence shall be provided without loss of seniority or accrued benefits. Accrued, yet unused personal leave shall be paid out to the employee when the leave of absence begins.

19.02 Personal Leave of Absence. Following completion of the employee's probationary period, a personal leave of absence without pay may be granted for a period of up to one (1) year for educational, sabbatical, medical or personal reasons.

19.03 Union Leave of Absence. Following completion of an employee's probationary period, a personal leave of absence without pay may be granted for a period of two (2) years to an employee who has been elected or appointed to a Union position. The Employer shall not unreasonably deny the request.

19.04 Unpaid Union Leave for Negotiations. Union members of the contract negotiation team may be allowed to take unpaid union leave for contract negotiation meetings only.

19.05 Military Leave. Leave required in order for an employee to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the employee's earned personal leave time.

19.06 Return From Leave. An employee who returns from an approved leave of absence in a timely fashion in accordance with a Leave of Absence Agreement shall be provided his or her previous position if it is open. In the event the previous position is not open, the employee will be offered the next available position compatible with the employee's job description for which the employee is qualified, in the opinion of the Employer. If another position compatible with the employee's job description for which the employee is qualified is not available, the employee will be placed on layoff status. Failure of an employee to accept a position as described above when offered shall relieve the Employer of any further obligation hereunder and shall constitute voluntary termination on the part of the employee.

ARTICLE 20 – FAMILY MEDICAL LEAVE/ALASKA FAMILY LEAVE

20.01 The Employer agrees to adhere to the provisions of the Family Medical Leave Act (FMLA) of 1993 and the Alaska Family Leave Act (AFLA) for all eligible employees in the bargaining unit.

ARTICLE 21 - HEALTH EXAMINATIONS

21.01 Requirements. At the time of employment, all employees will, as a condition of continued employment, complete a health screening form and submit to tuberculosis, measles, mumps, rubella, hepatitis B and varicella screening. Annually thereafter, all employees, as a condition of continued employment, will submit to other health screenings related to working with hazards and maintaining employee health while working with those hazards. From time to time, the Employer or the State of Alaska may require other related tests.

21.02 Communicable Disease Precautions. The Employer will endeavor to provide any state or federally mandated vaccination to employees. Such vaccination shall be provided at no cost to the employee. Those who choose not to receive the vaccination will wear appropriate PPE provided by the Employer per state and federal guidelines.. If also requiring an influenza vaccination or appropriate PPE for an influenza season, the employer shall designate what constitutes influenza season based on CDC reports and clinical evidence.

ARTICLE 22 - CONFIDENTIAL INFORMATION

22.01 Confidential Information. Any indiscriminate or unauthorized review, use or disclosure of information, medical, personal, contractual or otherwise, regarding the Hospital, any patient or employee is expressly prohibited. Except when required in the regular course of business, the discussion, use, transmission or narration, in any form, of any such information which is obtained in the regular course of business is prohibited. Violation of this paragraph shall be grounds for immediate discipline including immediate termination.

ARTICLE 23 - UNION ACCESS/BULLETIN BOARD

23.01 Access. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Hospital’s premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employee lounge used primarily by non-bargaining unit employees, nursing units, or other patient care areas unless advance approval has been obtained from the Administrator. Access to the Hospital’s premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the hospital.

- a. Subject to the provisions of Article 18.04, an authorized Union representative may be granted Union Leave for up to one shift per week to conduct Union business.
- b. Such leave time taken shall be compensated from the Union Leave Bank.

23.02 Authorized Representative. The Union shall notify the Employer of the name of its Representatives who are authorized to speak on behalf of the Union. The Representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer where circumstances warrant, the investigation of grievances and other Union business shall be conducted only during non-working times, and shall not interfere with the work of other employees.

23.03 Bulletin Board/ Electronic Notification.

- a. The Employer shall furnish four bulletin boards in the main hospital building plus one bulletin board per building where bargaining unit employees work outside of the main building on the main Hospital campus, to be placed in mutually agreed prominent places for use of the local unit. All other boards shall be for the exclusive use of the Employer. Material posted may include meeting notices, Union newsletters and communications, training and education, information and general matters all related to professional matter, patient care and health care. All material posted on the bulletin board must, prior to posting, be approved by the Employer and signed by a designated local unit representative.
- b. The Union may use the Employer’s e-mail system to communicate with bargaining unit members. Usage of the system may be curtailed should it adversely impact the Employer’s ability to conduct its day-to-day business. The Union acknowledges and agrees to abide by the Employer’s “Network Computing Policy”.

ARTICLE 24 - DISCIPLINE/EMPLOYEE RESPONSIBILITIES

24.01 Right of Discipline. It is recognized that the Employer has the right to discipline an employee for just cause; provided however, that the employee and/or the Union shall have the right to appeal any such action in accordance with provisions of the grievance procedure contained herein.

24.02 Reasonable Rules. The employees shall observe the Employer’s reasonable rules. The Union will be given a copy of the Employer rules. Employees who violate safety rules and other reasonable written rules established by the Employer may be subject to disciplinary action including immediate discharge.

24.03 Access to Representative. An employee may upon request have a Union representative present at any meeting with the Employer when the employee reasonably believes such meeting may result in disciplinary action or probationary separation.

24.04 Method of Discipline. The Employer shall not discipline any employee without just cause. Any employee discharged, suspended, or demoted for disciplinary reasons will be furnished in writing the reasons for such action and, in the event of discharge, shall be paid in full within seventy-two (72) hours from the date of such discharge excluding weekends and holidays. In the event an employee is suspended without pay or discharged, the Employer will, within five (5) working days, forward to the local Union office a notice of such action by certified mail.

24.05 Personnel Records. Personnel records will be maintained for each employee. Information contained in the personnel record will include but not be limited to: employment application and supporting materials, performance appraisals, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, employees (who may be accompanied by a Union representative) may inspect their personnel records. By appointment and with a signed letter from the employee, a union representative may inspect an employee’s personnel record. A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary action form for the purpose of acknowledging receipt thereof. Employees will be given the opportunity to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work) reason for termination, permanent change in status, pay or shift and leaves of absence shall be in writing with a copy given to the employee.

24.06 Use of Alcohol or Other Drugs. An employee reporting for duty under the influence of alcohol, drugs or intoxicants, or consuming alcohol, drugs, or other intoxicants while on duty, will be subject to disciplinary action which may include immediate termination.

24.061 Drug Free Workplace Act. The parties acknowledge that the Hospital and employees may be required to comply with the Drug Free Workplace Act. If the Act applies, the parties agree to comply with its provisions. As the need arises, the parties agree to follow the Hospital’s “Procedure for Dealing with an Impaired Employee.” This Section shall not apply to the use of prescribed drugs providing such use does not adversely affect the employee’s job performance.

24.062 Education and Training. Supervisors and other responsible staff shall be given training to address and recognize the signs and symptoms of prohibited alcohol/drug use by employees and the appropriate steps for implementation of “Procedure for Dealing with an Impaired Employee” policy.

24.07 Courtesy and Respect. The parties to this Agreement recognize the right of all hospital staff, patients, and public to be treated with courtesy and respect.

24.08 Employee Notification of Resignation. Employees shall be required to give at least fourteen (14) days written notice of resignation. Failure to give notice shall result in loss of accrued personal leave. The requirement for advance notification of resignation may be waived by the Employer for justifiable reasons beyond the employee’s control.

24.09 Employee Notification Responsibility. Employees shall provide the Employer with a current telephone number at the employee’s residence or an equivalent method of communication for notification by the Employer if necessary under this Agreement.

ARTICLE 25 - PATIENT TRANSPORTS

25.01 Compensation. An employee who performs a patient transport to another facility shall be compensated for time worked, or a minimum of eight (8) hours of their straight time rate per day of the trip. The employee will immediately notify the House Supervisor of any unanticipated delays or changes in travel.

Beyond the eight-hour minimum described above, the employee will be compensated at their straight time rate of pay from the time of their arrival at BRH until the time of their return to BRH, unless:

- (a) their return to BRH is delayed at the employee’s request, in which case they will be compensated for time between arrival at BRH until delivery of the patient to their destination; or
- (b) when the trip requires an overnight stay, time worked will be determined in accordance with the Fair Labor Standards Act.

The employee shall be paid overtime as appropriate.

EXAMPLES:

Example #1: An employee travels with a patient and returns to BRH in six hours. The employee is paid the minimum of 8 hours. Remaining hours in that employee’s scheduled shift are paid time only if the employee returns to perform work at the hospital.

Example #2: An employee begins traveling with a patient at 6:00 am and has that patient in their custody overnight. The patient is delivered to another hospital at 6:00 am the next day. The employee returns on the next available flight and arrives in Juneau at 4:00 pm. The employee’s regularly scheduled work hours on work days are 8:00 am to 6:00 pm. The employee is paid for 32 hours as travel time.

Example #3: An employee begins traveling with a patient at 6:00 am and delivers the patient to another hospital at 4:00 pm. The employee cannot get a same-day flight home and stays overnight after delivering the patient. The employee returns on the next available flight and arrives in Juneau at 4:00 pm. The employee’s regularly scheduled work hours on work days are 8:00 am to 6:00 pm. The employee is paid for 20 hours as travel time.

Example #4: An employee spends six hours traveling with a patient before releasing that patient to the destination, after which the employee decides to extend their trip for personal reasons. The employee is paid the 8 hour minimum for travel time.

25.02 Actual Expenses. In accordance with the Employer’s travel policy, the employee providing the patient transport shall be reimbursed for actual expenses incurred for the patient or the employee, including food, lodging and ground transportation. The employee performing a patient transport may request an advance payment for anticipated expenses. The employee will provide receipts upon return.

ARTICLE 26 - HEALTH AND WELFARE

26.01 Tiered Health Care Coverage. The Employer shall provide a tiered benefits program for the provision of health insurance. Employees may choose to opt out of this program, provided they submit annual documentation that verifies coverage under another insurance plan that is at least equal to the Employee Only lowest cost tier.

- a. Employees will pay /contribute toward their chosen health insurance benefit at the same amount as the employees of the City and Borough of Juneau.
- b. Eligible part-time employees will pay/contribute toward their chosen health insurance benefit at the same amount as part-time employees of the City and Borough of Juneau.

26.011 Benefit Levels.

- a. The eligibility of the employee, their dependents and spouse for coverage and the precise benefits to be provided shall be based on the tiered insurance benefit plan written and maintained by the City and Borough of Juneau.
- b. The Employer shall provide written notice to employees of changes to the level of health insurance benefits at least thirty (30) days prior to the open enrollment period.

26.012 Termination of Benefits.

- A. When an employee leaves employment, health insurance coverage ends at the end of the pay period. In the case of an employee’s death the health insurance coverage ends the last day of the month.
- B. Employees on an approved Leave of Absence under Article 19.02 or 19.03 are not eligible for Employer provided health insurance.

26.013 Health Committee. The Parties will participate in the CBJ Health Committee.

26.02 Other Insurance. The Employer will provide Workers Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Alaska.

26.03 CBJ Health Yourself Rewards Program. The Employer will make available to benefitted employees participation in the CBJ Health Yourself Rewards Program under the same terms and conditions as applied to CBJ employees.

ARTICLE 27 - PENSIONS

27.01 Pension Program. The Employer shall continue to participate in the Public Employees Retirement System (PERS) or any other retirement system which the City and Borough of Juneau may subsequently participate in, on behalf of each and every eligible employee covered by this Agreement. Retirement benefits and eligibility requirements for participation shall be defined by that plan.

ARTICLE 28 - (Reserved)

ARTICLE 29 - SAVINGS CLAUSE

29.01 State and Federal Laws. This Agreement shall be subject to all present and future applicable federal and state laws executive orders of the President of the United States or the Governor of the State of Alaska and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provisions.

29.02 Amendments. Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

ARTICLE 30 - CONCLUSION OF BARGAINING

30.01 Entire Agreement. This agreement is the entire Agreement between the Employer and the Union. The parties acknowledge that they have fully bargained on all subjects not removed by law and have settled them for the duration of this Agreement. This agreement terminates all prior agreements, written and oral understandings between the parties, for the duration of this Agreement.

ARTICLE 31- DURATION OF AGREEMENT

31.01 Expiration Date. This Agreement is effective [insert date of ratification by both Union and City Assembly], except for provisions of this Agreement which contain their own effective dates. This Agreement shall remain in full force and effect up to and including the 31st day of December 2026 (the "expiration date"). This Agreement may be changed only by mutual written consent.

Should the Union or the Employer desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. Upon receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new agreement on or before the expiration date, this Agreement shall continue in effect past the expiration date, provided, however, either party gives not less than ten (10) days written notice of termination, and the Agreement will terminate at the end of the tenth day without further action on either party.

ARTICLE 32 - LABOR/MANAGEMENT COMMITTEE

32.01 Labor/Management Committee. The Parties will participate in a Labor Relations Committee, which will be composed of a minimum four members from Management and a minimum four members from the Union but the numbers must be equal. The Committee will schedule quarterly meetings at the beginning of every fiscal year in an effort to enhance communications, promote a positive work environment, discover, discuss and resolve issues or problems that are not typically covered by the Collective Bargaining Agreement.

32.02 Union / HR regular updates. Either the Union President, or the Union President's designee, or the Human Resources Director may request brief, regular meetings with the other to discuss events or concerns. The length, regularity, and method of meeting will depend on the nature of the events or concerns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this
_____ day of _____ 2025.

COLLECTIVE BARGAINING AGREEMENT:

BARTLETT REGIONAL HOSPITAL

/s/ _____
Joe Wanner, CEO,
Bartlett Regional Hospital

HEALTHCARE UNIT 2201

/s/ _____
Shutney Frisbie, Chief Spokesperson,
Healthcare Unit 2201, President

APPENDIX A

During the term of this agreement, employees in the following listed positions shall be compensated at not less than the hourly rates listed in the attached wage scales.

- (1) Steps 1 through 4 are separated by 2080 review hours
- (2) Steps 4 through 13 are separated by 6240 review hours

Pay Structure to be included upon Ratification.

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Presented by: The Mayor
Presented: 01/06/2025
Drafted by: Law Department

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 3088

A Resolution Opposing Proposal 156, Alaska Board of Fisheries.

WHEREAS, salmon hatchery programs in Juneau, Alaska, have successfully operated since 1976, supplementing wild salmon harvests and supporting commercial, sport, subsistence, and personal use fisheries across the state; and

WHEREAS, Proposal 156 seeks to reduce hatchery production of pink and chum salmon by 25%, posing a significant risk to hatchery-supported ecosystems in southeast Alaska and threatening the stability of salmon resources on which coastal communities like Juneau depend; and

WHEREAS, a reduction in hatchery production would not only diminish the availability of pink and chum salmon for commercial fishing, but would also limit access to these salmon for subsistence, personal use, and sport fishing, thereby directly impacting food security, cultural practices, and recreational opportunities in Juneau; and

WHEREAS, the Douglas Island Pink and Chum, Inc. (DIPAC) and other southeastern Alaska hatcheries such as the Southern Southeast Regional Aquaculture Association (SSRAA) and Northern Southeast Regional Aquaculture Association (NSRAA) play critical roles in generating economic stability, providing jobs, and supporting local communities through hatchery operations; and

WHEREAS, Proposal 156 would create uncertainty for hatchery production, complicate long-term planning and financial commitments for these organizations, and jeopardize the sustainability of Alaska’s hatchery program; and

WHEREAS, DIPAC employs 28 year-round employees and up to 50 seasonal employees, offers free education programs to the Juneau School District which includes free transportation for students, is frequented by tourists and tour operators, and is a regular source of tax revenue for Juneau; and

WHEREAS, DIPAC and other southeastern Alaska fisheries rely on revenue from chum and pink salmon to fund production of sockeye, coho, and Chinook salmon; and

WHEREAS, the passage of Proposal 156 would potentially force DIPAC to close its doors within the next 10-15 years, which would devastate Juneau seafood processors that rely on DIPAC for the viability of their programs and would also result in a significant loss

44 in fishing opportunities and income to commercial fisheries users, sport charter programs,
45 marine and shoreside sport users, and personal use fisherman, thereby impacting the tax
46 revenue Juneau gains from local fishery-related businesses; and
47

48 WHEREAS, the current data on hatchery impact on wild salmon populations remains
49 inconclusive and does not substantiate the drastic cuts proposed by Proposal 156; and
50

51 WHEREAS, Alaska’s hatchery system operates as a nonprofit model funded through
52 cost recovery and enhancement taxes, following stringent public permitting and scientific
53 standards to ensure that wild salmon populations are protected while benefiting all user
54 groups; and
55

56 WHEREAS, Proposal 156 introduces an additional oversight mechanism that would
57 conflict with the established regulatory framework, risking the proven balance between
58 hatchery and wild stocks that has been achieved under existing management.
59

60 BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:
61

62 **Section 1.** The City and Borough of Juneau strongly opposes Proposal 156,
63 scheduled for consideration at the January 28 to February 9, 2025, Alaska Board of
64 Fisheries meetings, and urges the Board to reject this proposal to prevent detrimental
65 economic and social impacts on Alaska’s hatchery programs and the communities they
66 support.
67

68 **Section 2.** The City and Borough of Juneau reaffirms its support for DIPAC and
69 other southeastern Alaska fisheries including SSRAA and NSRAA, acknowledging their
70 essential contributions to Juneau’s economy, community well-being, and sustainable fishery
71 practices.
72

73 **Section 3.** The City and Borough of Juneau calls upon the Alaska Board of
74 Fisheries to commit to science-based, objective assessments for hatchery management,
75 working in collaboration with the Alaska Department of Fish and Game, industry leaders,
76 and the hatchery community to ensure that management decisions reflect the value and
77 benefits Alaska’s hatchery programs bring to all residents.
78

79 **Section 4. Effective Date.** This resolution shall be effective immediately after
80 its adoption.
81

82 Adopted this _____ day of _____ 2025.
83

Beth A. Weldon, Mayor

84
85
86 Attest:
87 _____
88 Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: December 16, 2024
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-01(b)(Z)

An Ordinance Appropriating \$1,000,000 to the United States Army Corps of Engineers Glacier Flood Study Capital Improvement Project; Funding Provided by the U.S. Department of Agriculture, Forest Service, Tongass National Forest.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$1,000,000 for the United States Army Corps of Engineers Glacier Flood Study Capital Improvement Project (D14-104).

Section 3. Source of Funds

U.S. Department of Agriculture \$ 1,000,000

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

Adopted this _____ day of _____, 2025.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: 12/16/2024
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-43

An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of Approximately 63 Acres of USS 4605 FR, and 2.27 Acres of USS 3172 LT 38, Located on North Douglas Highway, from RR to D3.

WHEREAS, the area of the proposed rezone to D3, located on North Douglas Highway, spans two lots: USS 4605 FR and USS 3172 LT 38; and

WHEREAS, the area of USS 4605 FR proposed for rezone to D3 is currently zoned as RR; and

WHEREAS, the CBJ Comprehensive Plan maps this area of USS 4605 FR for Medium Density Residential and Resource Development; and

WHEREAS, the proposed rezone is consistent with neighboring areas of Medium Density Residential in Bonnie Brae Subdivision, and along North Douglas Highway; and

WHEREAS, the proposed rezone is consistent with Rural Reserve, as it provides a specific residential land use and appropriate rezoning; and

WHEREAS, the area of USS 3172 LT 38 proposed for rezone to D3 is currently zoned as D1; and

WHEREAS, the CBJ Comprehensive Plan maps this area of USS 3172 LT 38 for Rural Low Density Residential and Rural Dispersed Residential; and

WHEREAS, the proposed rezone density is consistent with Rural Low Density Residential of 1-3 units per acre; and

WHEREAS, the Rural Dispersed Residential designation is outdated due to the presence of water and sewer utilities; and

WHEREAS, Rural Low Density Residential is on the same lot; and

WHEREAS, housing is the Assembly’s top priority; and

WHEREAS, the Planning Commission concluded that the change from RR to D3 zoning district does not substantially change the land use and will substantially conform to the maps of the Comprehensive Plan; and

WHEREAS, the Manager recommends approval of the proposed rezone.

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 CBJC 49.25.110, is amended to change the zoning of approximately 63 acres of USS 4605 FR, and 2.27 acres of USS 3172 LT 38, located on North Douglas Highway, from RR and D1 to D3. The described rezone is shown on the attached Exhibit "A" illustrating the area of the proposed zone change.

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

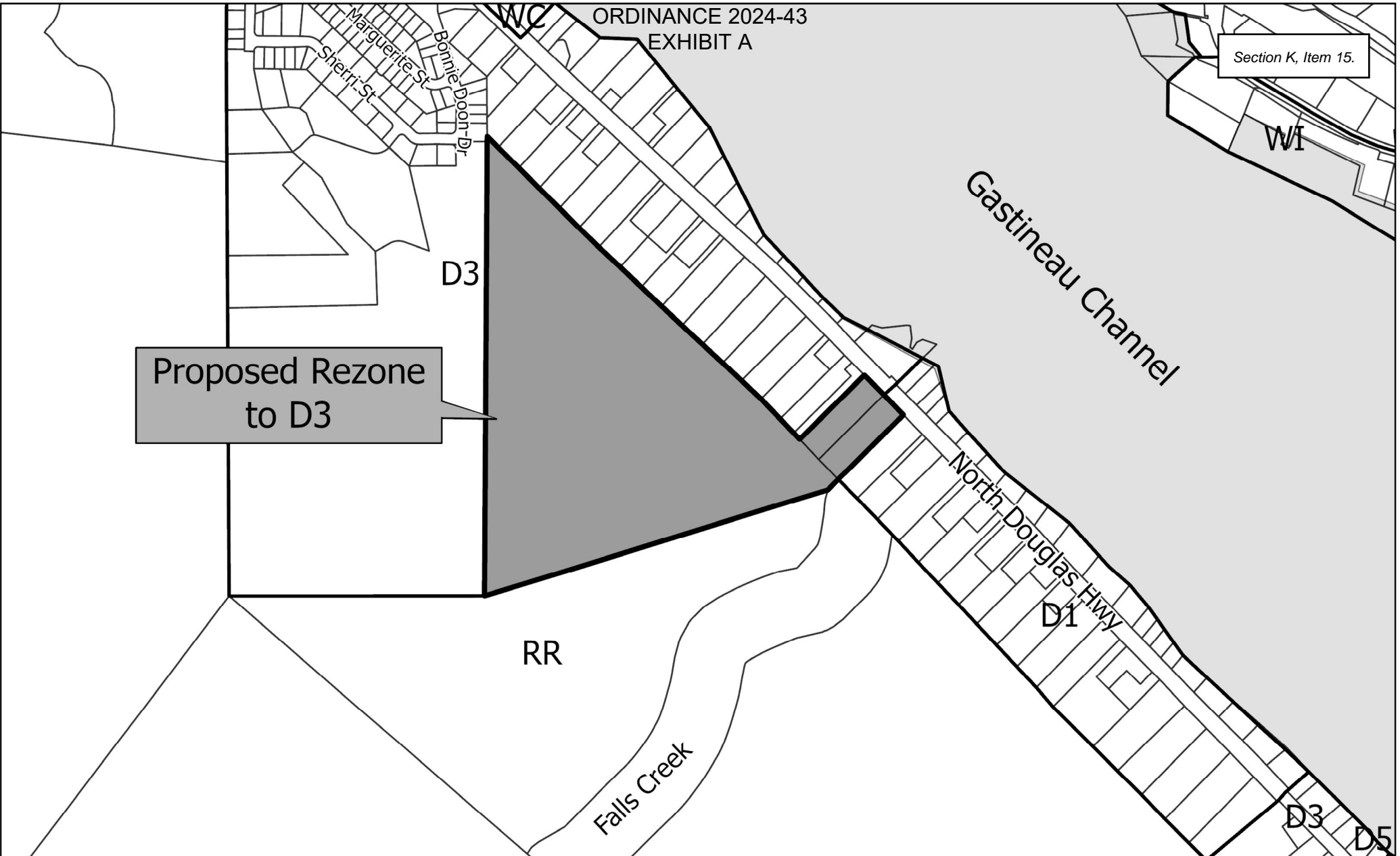
Adopted this _____ day of _____, 2024.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Section K, Item 15.



Zone changes to portion of USS
4605 FR from RR to D3

N CDD Case: AME 2024 0004

0 475 950 1,900 Feet

138



Planning Commission

(907) 586-0715

PC_Comments@juneau.gov

www.juneau.org/community-development/planning-commission

155 Heritage Way • Juneau, AK 99801

**PLANNING COMMISSION
NOTICE OF RECOMMENDATION**

Date: October 25, 2024

Case No.: AME2024 0004

City and Borough of Juneau
City and Borough Assembly
155 Heritage Way
Juneau, AK 99801

Proposal: Planning Commission Recommendation to the City and Borough Assembly regarding a rezone of 66 acres uphill (southwest) of 6101 through 6615 North Douglas Highway from RR to D3.

Property Address: North Douglas Highway

Legal Description: USS 4605 FR

Parcel Code Number: 6D0611000010

Hearing Date: October 22, 2024

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated October 10, 2024, and recommended that the City and Borough Assembly adopt staff's recommendation for a rezone of 66 acres uphill (southwest) of 6101 through 6615 North Douglas Highway from RR to D3.

Attachments: October 10, 2024, memorandum from Irene Gallion, Community Development, to the CBJ Planning Commission regarding AME2024 0004.

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.: AME2024 0004
October 25, 2024
Page 2 of 2

acting chair for



Mandy Cole, Chair
Planning Commission

11/5/24

Date



Filed With City Clerk

11/6/2024

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.

Presented by: The Manager
Introduced: 12/16/2024
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-44

An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of 28 Acres of USS 3820 LT3 B1 and USS2391 LT 1, Accessed via Glacier Highway in the Auke Bay Area.

WHEREAS, the area of the proposed rezone is uphill (north) of 11900 through 12170 Glacier Highway and consists of three lots; and

WHEREAS, the Community Development Department recommends reducing the applicant’s original scope to eliminate incompatible Comprehensive Plan land use designations, resulting in a total of approximately 29.5 acres (two lots) for the proposed rezone to D15, rather than 36 acres; and

WHEREAS, the first lot, USS 3820 LT3 B1, consists of 39.81 acres, is currently zoned D3 and approximately 28 acres of the lot is designated in the 2013 Comprehensive Plan as Institutional and Public Use; and

WHEREAS, Institutional and Public Use land use supports rezoning to D15 to accommodate Assembly housing development priorities including, but not limited to, housing for staff of the US Coast Guard Icebreaker MV Aiviq and concerns about residences in the path of Mendenhall River flooding; and

WHEREAS, the second lot, USS 2391 LT 1, consists of 1.39 acres and is currently zoned D10 and D3(T)D15; and

WHEREAS, USS 2391 LT 1 is designated in the 2013 Comprehensive Plan as Medium Density Residential (MDR); and

WHEREAS, MDR is described as urban residential lands for multifamily dwelling units at densities ranging from 5 to 20 units per acre and D15 is considered a low-density multifamily district; and

WHEREAS, USS 2391 LT 1 currently provides parking to access Spaulding Meadows Trail and development of USS 2391 LT 1 to provide access to the rezone area will require moving Spaulding Meadows Trail parking; and

WHEREAS, USS 3820 LT 3 TR A, zoned D-3, abuts USS 2391 LT 1 and can accommodate Spaulding Meadows Trail parking; and

WHEREAS, both D3 and D15 would allow trailhead development under paragraph 6.266 of the Table of Permissible Uses; and

WHEREAS, the Planning Commission concluded that the change to D15 zoning district does not substantially change the land use and will substantially conform to the maps of the Comprehensive Plan; and

WHEREAS, the Manager recommends approval of the proposed rezone.

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 CBJC 49.25.110, is amended to change the zoning of 28 acres of USS 3820 LT3 B1 from D3 to D15; and USS 2391 LT 1 from D10 and D3(T)D15 to D15. The described rezone is shown on the attached Exhibit "A" illustrating the area of the proposed zone change.

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

Adopted this _____ day of _____, 2024.

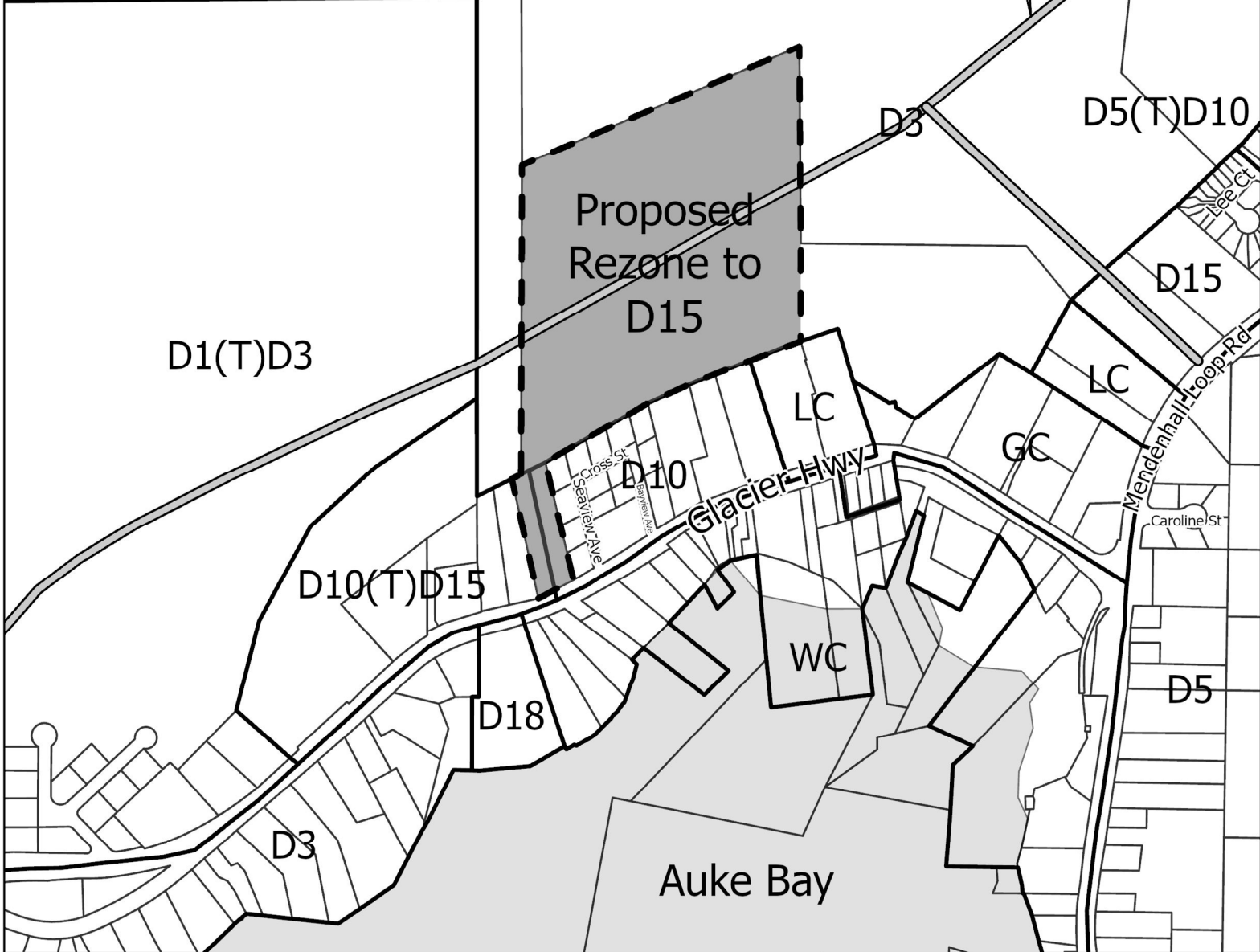
Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

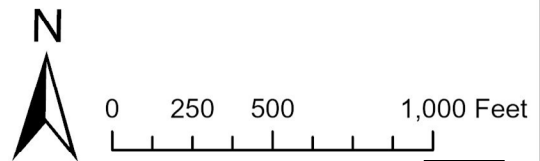
RR

Conceptual Auke Bay Bypass
(Long Term Plan)



Zone change for a portion of
USS 3820, Lot 3B1 from D3 to D15
and USS 2391, Lot 1
from D10(T)D15 and D10 to D15

CDD Case: AME 2024 0005





Planning Commission

(907) 586-0715

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www.juneau.org/community-development/planning-commission

155 Heritage Way • Juneau, AK 99801

**PLANNING COMMISSION
NOTICE OF RECOMMENDATION**

Date: October 25, 2024

Case No.: AME2024 0005

City and Borough of Juneau
City and Borough Assembly
155 Heritage Way
Juneau, AK 99801

Proposal: Planning Commission Recommendation to the City and Borough Assembly regarding a rezone of 36 acres uphill (north) of 11900 through 12170 Glacier Highway from D3 to D15.

Property Address: 11860 Glacier Highway

Legal Description: USS 3820 LT 3B1

Parcel Code Number: 4B2801030121

Hearing Date: October 22, 2024

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated October 10, 2024, and recommended that the City and Borough Assembly adopt staff's recommendation to reduce the scope of the rezone to 30 acres uphill (north) of 11900 through 12170 Glacier Highway from D3 to D15.

Click for Link [October 10, 2024, memorandum from Irene Gallion, Community Development, to the CBJ Planning Commission regarding AME2024 0005.](#)

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.: AME2024 0005
October 25, 2024
Page 2 of 2

acting chair for



Mandy Cole, Chair
Planning Commission

11/5/24

Date



Filed With City Clerk

11/6/2024

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.

Presented by: The Manager
Introduced: 12/16/2024
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-45

An Ordinance Amending the Official Zoning Map of the City and Borough by Rezoning Approximately 33 Acres of Parcel No. 8B3401000100, USS 3807, Located at 15700 Auke Rec Bypass Road, North of 15700 Glacier Highway.

WHEREAS, the area of the proposed rezone consists of 33 acres located at 15700 Auke Rec Bypass Road, identified as USS 3807, and zoned Rural Reserve (RR); and

WHEREAS, RR is intended for lands primarily in public ownership managed for the conservation and development of natural resources, and for future community growth and recreation, cabins, lodges, and small seasonal recreational facilities may be allowed; and

WHEREAS, the CBJ Comprehensive Plan maps this area for Medium Density Residential (MDR); and

WHEREAS, the proposed rezone to D3 conforms to the RD; and

WHEREAS, the D3, residential district, is intended to accommodate primarily single-family and duplex residential development and D-3 zoned lands are primarily located outside the urban service boundary; and

WHEREAS, the D3 density reflects the existing pattern of development of properties in the surrounding districts; and

WHEREAS, housing is the Assembly’s top priority; and

WHEREAS, the Planning Commission concluded that the change from RR to D3 zoning district does not substantially change the land use and will substantially conform to the maps of the Comprehensive Plan; and

WHEREAS, the Manager recommends approval of the proposed rezone.

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 CBJC 49.25.110, is amended to change the zoning of USS 3807, located at 15700 Auke Rec Bypass Road, from RR to D3. The described rezone is shown on the attached Exhibit “A” illustrating the area of the proposed zone change.

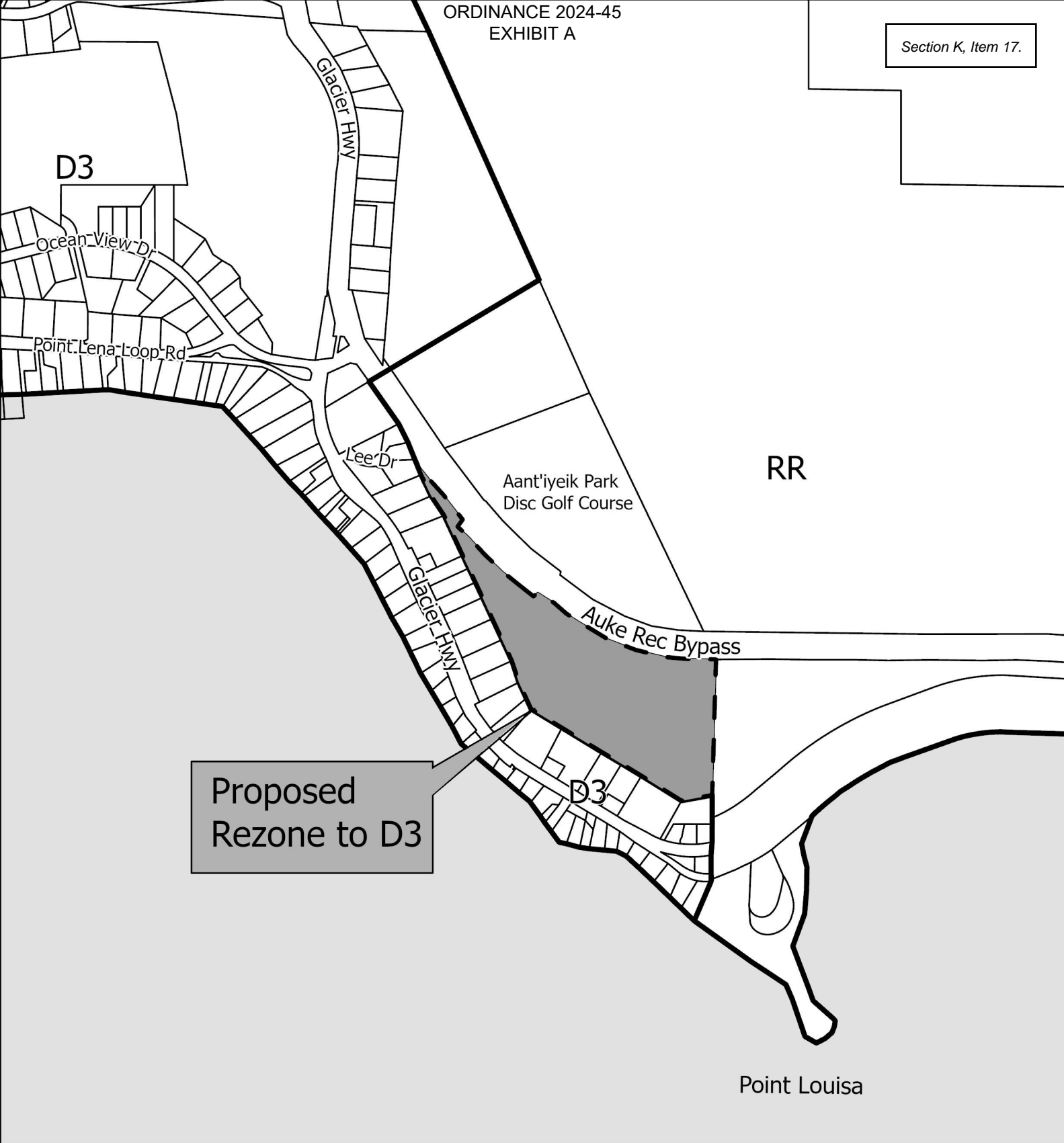
Section 3. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2024.

Beth A. Weldon, Mayor

Attest:

Elizabeth McEwen, Municipal Clerk

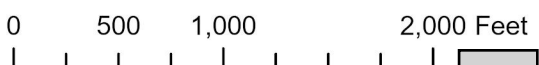


**Zone changes to a
portion of USS 3807
from RR to D3**

Ordinance 2024 - 45 Exhibit A



CDD Case: AME 2024 0006





Planning Commission

(907) 586-0715

PC_Comments@juneau.gov

www.juneau.org/community-development/planning-commission

155 Heritage Way • Juneau, AK 99801

**PLANNING COMMISSION
NOTICE OF RECOMMENDATION**

Date: October 25, 2024

Case No.: AME2024 0006

City and Borough of Juneau
City and Borough Assembly
155 Heritage Way
Juneau, AK 99801

Proposal: Planning Commission Recommendation to the City and Borough Assembly regarding a rezone of approximately 33 acres uphill (north) of 15700 Glacier Highway from RR to D3.

Property Address: 15700 Auke Rec Bypass Road

Legal Description: USS 3807

Parcel Code Number: 8B3401000100

Hearing Date: October 22, 2024

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated October 11, 2024, and recommended that the City and Borough Assembly adopt staff's recommendation for the of Staff's recommendation for a rezone of approximately 33 acres uphill (north) of 15700 Glacier Highway from RR to D3.

Attachments: October 11, 2024, memorandum from Jay Larson, Community Development, to the CBJ Planning Commission regarding AME2024 0006.

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.: AME2024 0006
October 25, 2024
Page 2 of 2

acting chair for


Wendy Cole, Chair
Planning Commission

11/5/24

Date


Nicolette Chappell
Filed With City Clerk

11/6/2024

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.

Presented by: The Manager
Introduced: 12/16/2024
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-46

An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of Pederson Hill II Lt 2A, Parcel 4B2201010102, Approximately 6 Acres, Located at the End of Karl Reishus Boulevard.

WHEREAS, the proposed rezone is a 6-parcel section of City and Borough of Juneau-owned undeveloped land at the end of Karl Reishus Boulevard, currently zoned D10SF; and

WHEREAS, this parcel has two zoning designations: D10SF and D10, and this portion of D10SF-designated land starts in the middle of the parcel on the west side and continues across to and down to the lower east side of the parcel, sandwiched between two D10 zones on the same parcel; and

WHEREAS, the change from D10SF to D10 would make the parcels consistent with the surrounding areas and allow for multi-family development, with a conditional use permit for major development; and

WHEREAS, the 2013 CBJ Comprehensive Plan mapped this area for Medium Density Residential (MDR), urban residential lands for multi-family dwelling units at densities ranging from 5 to 20 units per acre; and

WHEREAS, the proposed rezoned property conforms to MDR; and

WHEREAS, housing is the Assembly’s top priority; and

WHEREAS, the Planning Commission concluded that the change from D10SF to D10 zoning district does not substantially change the land use and will substantially conform to the maps of the Comprehensive Plan; and

WHEREAS, the Manager recommends approval of the proposed rezone.

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 CBJC 49.25.110, is amended to change the zoning of Zoning of Pederson Hill II Lt 2A, Parcel 4B2201010102, located at the end of Karl Reishus Boulevard, from D10SF to D10. The described rezone is shown on the attached Exhibit “A” illustrating the area of the proposed zone change.

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

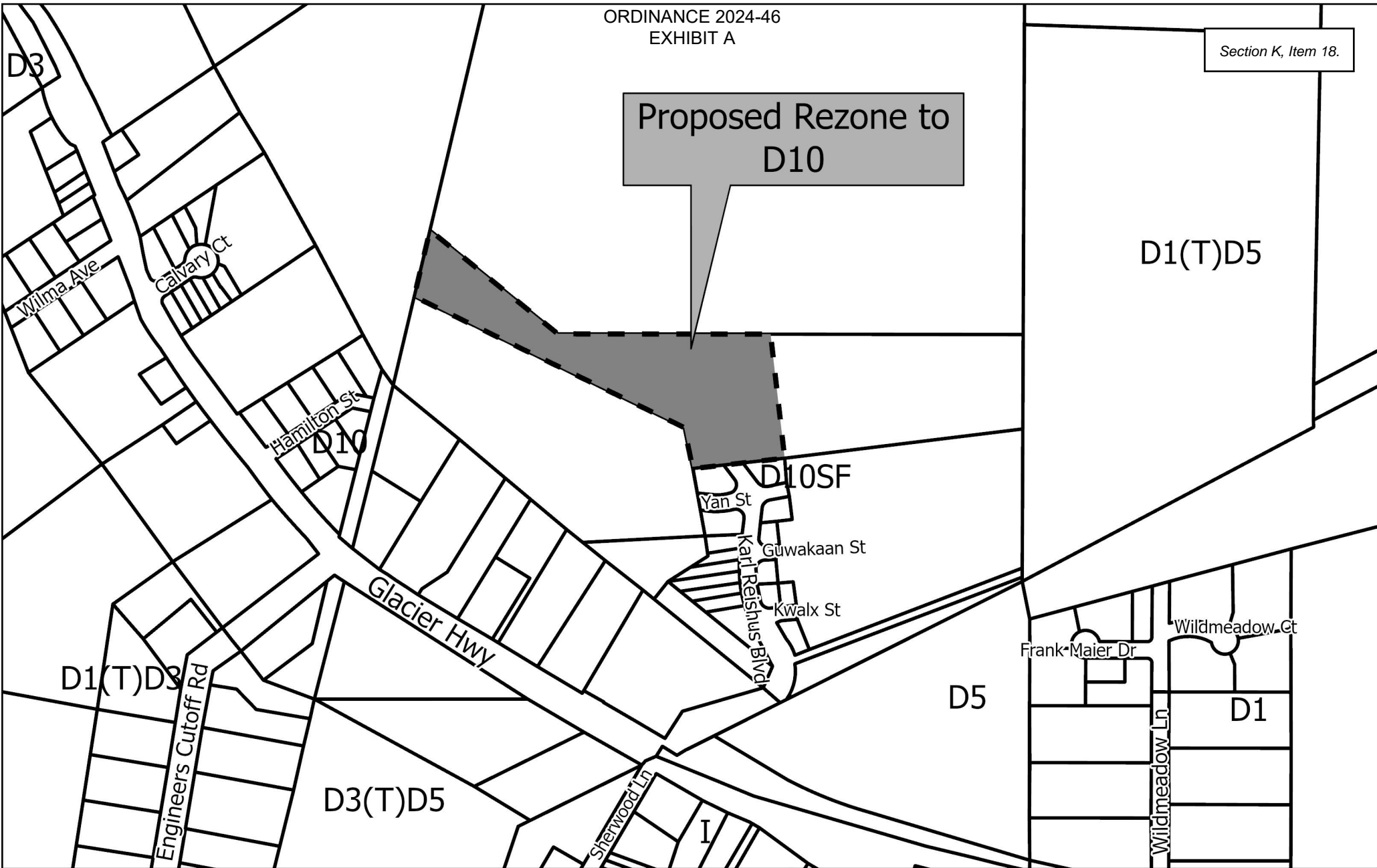
Adopted this _____ day of _____, 2024.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Proposed Rezone to
D10



Zone changes to a portion of
Pederson Hill II Lot 2A from 10SF to
D10



CDD Case: AME 2024 0007





Planning Commission

(907) 586-0715

PC_Comments@juneau.gov

www.juneau.org/community-development/planning-commission

155 Heritage Way • Juneau, AK 99801

**PLANNING COMMISSION
NOTICE OF RECOMMENDATION**

Date: October 25, 2024

Case No.: AME2024 0007

City and Borough of Juneau
City and Borough Assembly
155 Heritage Way
Juneau, AK 99801

Proposal: Planning Commission Recommendation to the City and Borough Assembly regarding a rezone of approximately six acres at the end of Karl Reishus Boulevard from 10SF to D10.

Property Address: Glacier Highway

Legal Description: PEDERSON HILL II LT 2A

Parcel Code Number: 4B2201010102

Hearing Date: October 22, 2024

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated October 10, 2024, and recommended that the City and Borough Assembly adopt the director's analysis and findings and forward recommendation of approval to the Assembly for the requested rezone of the six acre parcel, 4B2201010102.

Attachments: October 10, 2024, memorandum from Jay Larson, Planner II, Community Development, to the CBJ Planning Commission regarding AME2024 0007.

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.: AME2024 0007
October 25, 2024
Page 2 of 2

acting chair for



Mandy Cole, Chair
Planning Commission

11/5/24

Date



Filed With City Clerk

11/6/2024

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.

Presented by: The Manager
Introduced: 12/16/2024
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-47

An Ordinance Amending the Official Zoning Map of the City and Borough by Rezoning 39 Acres of USS 4605 FR, Located on North Douglas Highway, from D3 to D18.

WHEREAS, the area of the proposed rezone consisting of 39 acres, located on North Douglas Highway, identified as USS 4605 FR, is currently zoned as D3; and

WHEREAS, the land use maps of the 2013 Comprehensive Plan identify the subject lots as Medium Density Residential (MDR) and Resource Development; and

WHEREAS, MDR is described as urban residential lands for multifamily dwelling units at densities ranging from 5 to 20 units per acre and D18 is considered a high-density multifamily district; and

WHEREAS, the parcels to the North and East are zoned D18; and

WHEREAS, a fraction of the 39 acres was the subject of a 2022 property disposal that received a recommendation of approval from the Planning Commission and Assembly Lands Housing and Economic Development Committee and involved an adjacent landowner whose property is zoned D18; and

WHEREAS, the proposed rezone property conforms to MDR; and

WHEREAS, housing is the Assembly’s top priority; and

WHEREAS, the Planning Commission concluded that the change from D3 to D18 zoning district will substantially conform to the maps of the Comprehensive Plan; and

WHEREAS, the Manager recommends approval of the proposed rezone.

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 CBJC 49.25.110, is amended to change the zoning of 39 acres, an area encompassing a Fraction of USS 4605 (the tract described as

beginning at the west most corner of Lot 1, Kowee Subdivision, thence northeast along said lot 1200 feet to a corner of said lot, thence northwest along said lot 796.63 feet to a corner of said lot, thence west to the south west corner of Tract II, USS 2135, thence north to an intersection with the 200 ft south buffer of Grant Creek, thence southwesterly along said creek buffer to the boundary of Lot 2, USS 2393, thence southeast along said lot boundary to the point of beginning) (parcel numbers 6D0611000010) located on North Douglas Highway, from D3 to D18. The described rezone is shown on the attached Exhibit "A" illustrating the area of the proposed zone change.

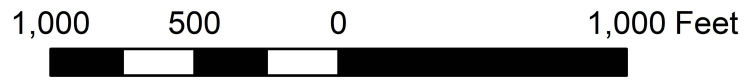
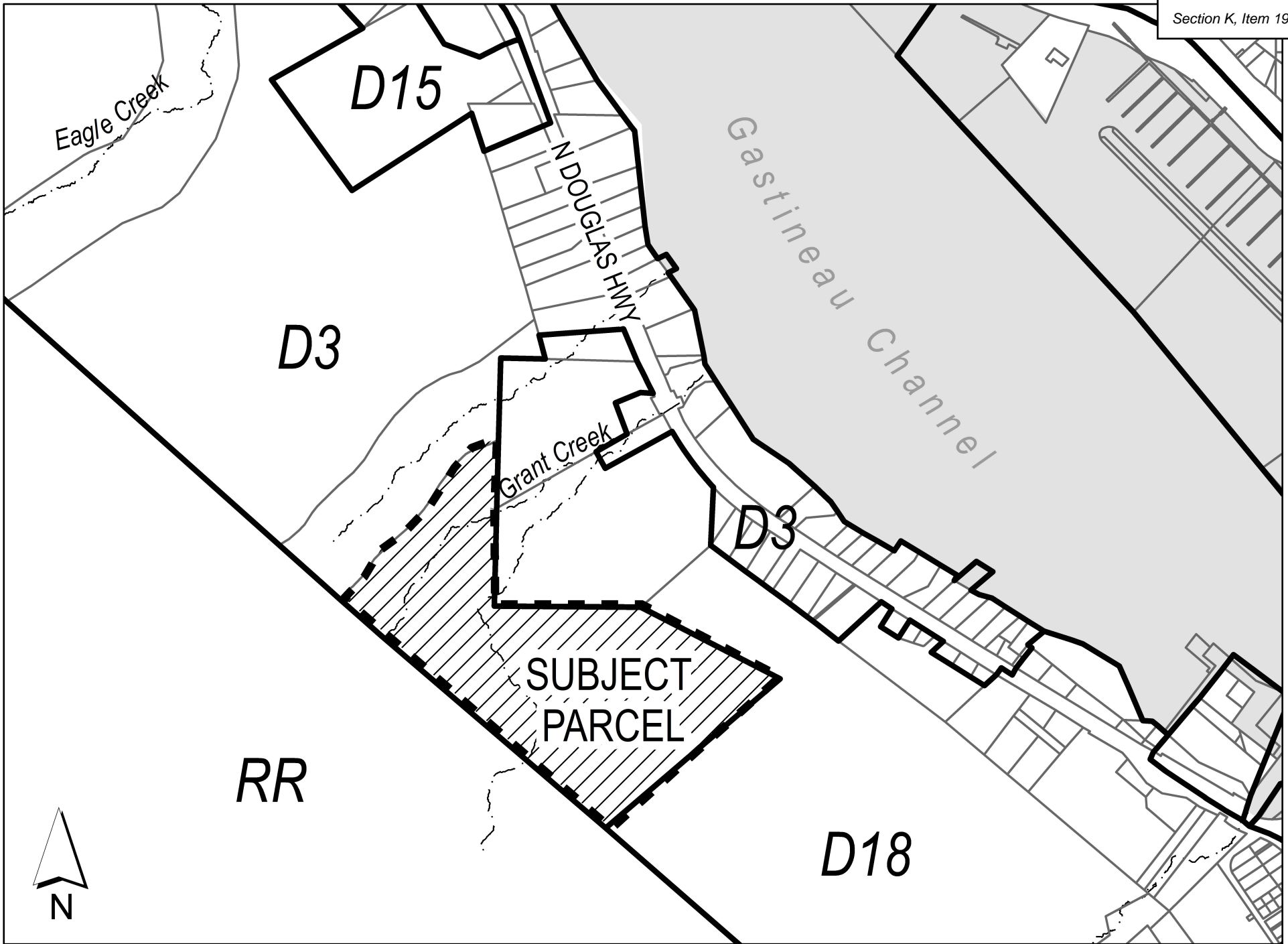
Section 3. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2024.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk





Planning Commission

(907) 586-0715

PC_Comments@juneau.gov

www.juneau.org/community-development/planning-commission

155 Heritage Way • Juneau, AK 99801

**PLANNING COMMISSION
NOTICE OF RECOMMENDATION**

Date: October 25, 2024

Case No.: AME2024 0002

City and Borough of Juneau
City and Borough Assembly
155 Heritage Way
Juneau, AK 99801

Proposal: Planning Commission Recommendation to the City and Borough Assembly regarding a rezone of 39 acres south of Grant Creek on Douglas from D3 to D18.

Property Address: North Douglas Highway

Legal Description: USS 4605 FR

Parcel Code Number: 6D0611000010

Hearing Date: October 22, 2024

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated October 11, 2024, and recommended that the City and Borough Assembly adopt staff's recommendation for a rezone of 39 acres south of Grant Creek on Douglas from D3 to D18.

Attachments: October 11, 2024, memorandum from Ilsa Lund, Community Development, to the CBJ Planning Commission regarding AME2024 0002.

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.: AME2024 0002
October 25, 2024
Page 2 of 2

acting chair for



Mandy Cole, Chair
Planning Commission

11/5/24

Date



Filed With City Clerk

11/6/2024

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.

Presented by: The Manager
Introduced: 12/16/2024
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-48

An Ordinance Amending the Official Zoning Map of the City and Borough by Rezoning Approximately 87 Acres, Parcel 6D0611000010, North of Grant Creek from D3 to D15.

WHEREAS, the area of the proposed rezone consisting of approximately 87 acres of a 645.71 acre parcel of City and Borough of Juneau owned undeveloped land, located along North Douglas Highway, between Grant Creek and Eagle Creek, identified as USS 4605 FR, is currently zoned as D3; and

WHEREAS, the land use maps of the 2013 Comprehensive Plan identify the subject lots as Medium Density Residential (MDR) and, as currently zoned, the area does not meet the 2013 Comprehensive Plan land use map designation; and

WHEREAS, MDR is described as urban residential lands for multifamily dwelling units at densities ranging from 5 to 20 units per acre and D15 is considered a low-density multifamily district; and

WHEREAS, the parcels to the North are zoned D15; and

WHEREAS, the proposed rezoned property conforms to MDR; and

WHEREAS, housing is the Assembly’s top priority; and

WHEREAS, the Planning Commission concluded that the change from D3 to D15 zoning district will substantially conform to the maps of the Comprehensive Plan; and

WHEREAS, the Manager recommends approval of the proposed rezone.

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 CBJC 49.25.110, is amended to change the zoning of approximately 87 acres (the tract described as beginning at the west most point of Tract 1, USMS 2225, thence southwesterly along a 200 ft buffer parallel to Eagle Creek to the boundary of Lot 2,

USS 2393, thence southeasterly along the boundary of Lot 2, USS 2393, to the intersection with the 200 ft north buffer parallel to Grant Creek, thence northeasterly along said buffer to the east boundary of USS 4605 FR, thence northwesterly along the east boundary of USS 4605 FR to the boundary of Lot 1, Channel View Subdivision, thence southwesterly along Lot 1, Channel View Subdivision to the south most corner of said lot, thence northwesterly along said lot to the west most corner, thence northeasterly along said lot to south most corner of Tract 1, USMS 2225, thence northwesterly to the point of beginning) (parcel numbers 6D0611000010), located on North Douglas Highway, from D3 to D15 zoning. The described rezone is shown on the attached Exhibit "A" illustrating the area of the proposed zone change.

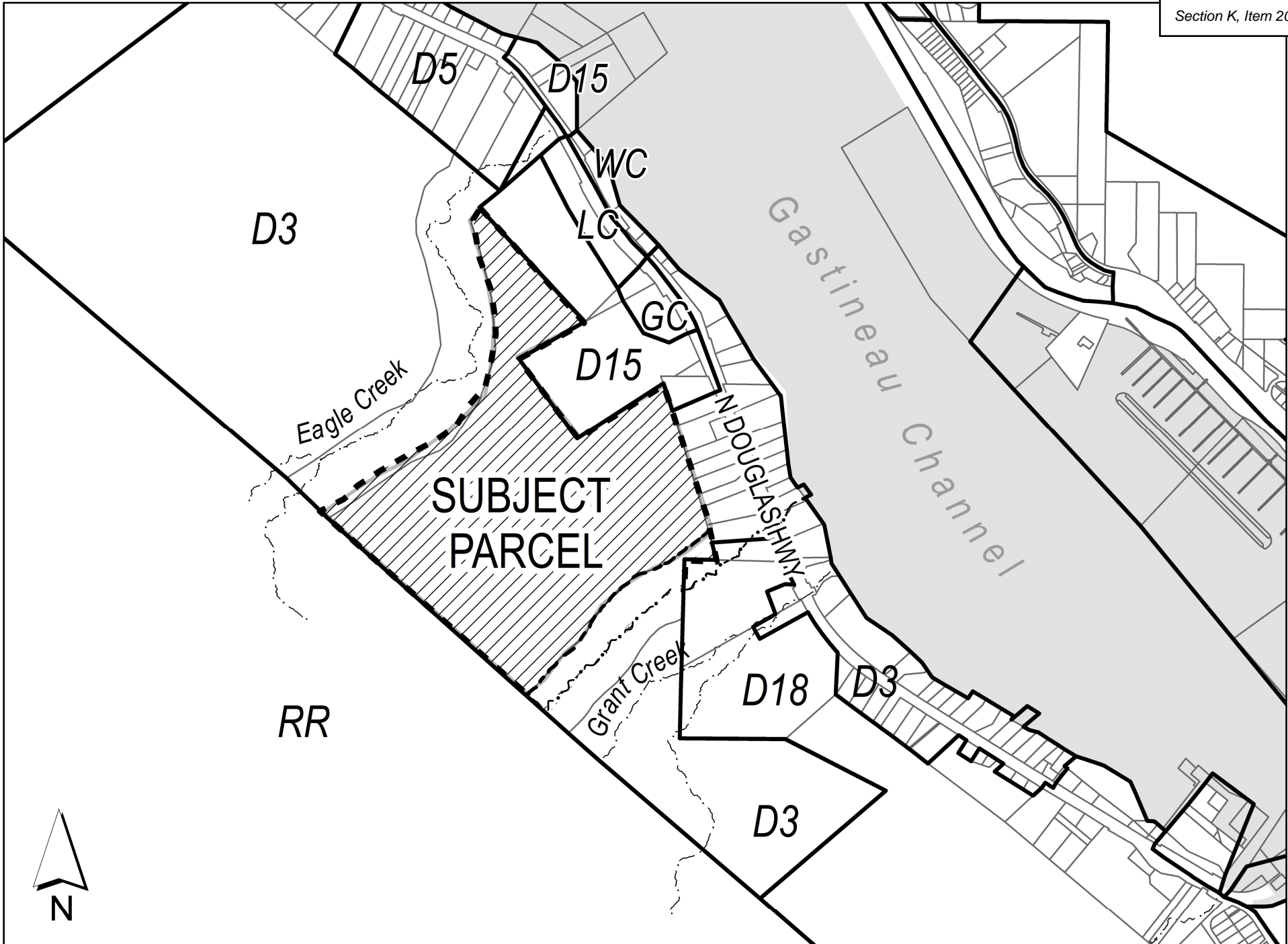
Section 3. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2024.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk





Planning Commission

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155 Heritage Way • Juneau, AK 99801

**PLANNING COMMISSION
NOTICE OF RECOMMENDATION**

Date: October 25, 2024

Case No.: AME2024 0009

City and Borough of Juneau
City and Borough Assembly
155 Heritage Way
Juneau, AK 99801

Proposal: Planning Commission Recommendation to the City and Borough Assembly regarding a rezone of approximately 87 acres north of Grant Creek on Douglas from D3 to D15.

Property Address: North Douglas Highway

Legal Description: USS 4605 FR

Parcel Code Number: 6D0611000010

Hearing Date: October 22, 20204

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated October 11, 2024, and recommended that the City and Borough Assembly adopt staff's recommendation for a rezone of approximately 87 acres north of Grant Creek on Douglas from D3 to D15.

Attachments: October 11, 2024, memorandum from Ilsa Lund, Community Development, to the CBJ Planning Commission regarding AME2024 0009.

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.: AME2024 0009
October 25, 2024
Page 2 of 2

acting chair for



Mandy Cole, Chair
Planning Commission

11/5/24

Date



Filed With City Clerk

11/6/2024

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.

Presented by: The Manager
Introduced: 12/16/2024
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA
Serial No. 2024-49

**An Ordinance Amending the Comprehensive Plan by Adopting the
Blueprint Downtown Area Plan.**

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 49.05.200, Comprehensive plan, is amended to read:

49.05.200 Comprehensive plan.

...

(b) The comprehensive plan adopted by the assembly by ordinance contains the policies that guide and direct public and private land use activities in the City and Borough. The implementation of such policies includes the adoption of ordinances in this title. Where there is a conflict between the Comprehensive Plan and any ordinance adopted under or pursuant to this title, such ordinance shall take precedence over the Comprehensive Plan.

(1) *Plan adopted.* There is adopted as the Comprehensive Plan of the City and Borough of Juneau, that publication titled The Comprehensive Plan of the City and Borough of Juneau, Alaska, 2013 Update, including the following additions:

...

(N) Auke Bay Area Plan, dated March 16, 2015; ~~and~~

(O) Lemon Creek Area Plan, dated December 18, 2017; and

(P) Blueprint Downtown Area Plan, dated January 6, 2025.

...

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

Adopted this ____ day of _____, 2025.

Beth Weldon, Mayor

Attest:

Elizabeth J. McEwen, City Clerk



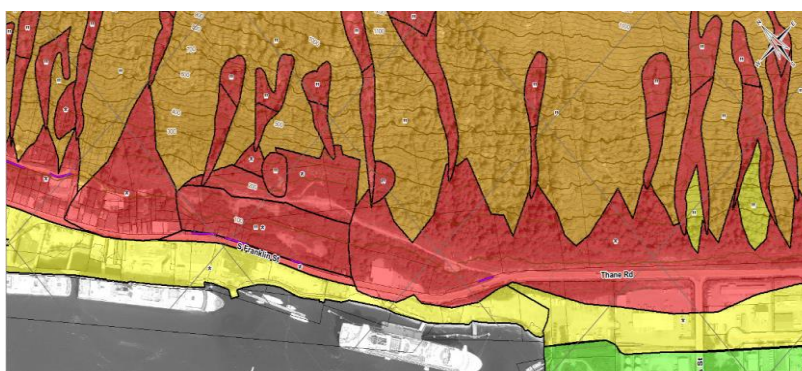
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Attachment A – CORRECTIONS

1. "Avalanches and Landslides" subsection (pg. 153-154):
 - Delete the third paragraph: "Avalanches, or snowslides, and landslides have many similarities..." The explanation is not factually accurate.
 - Delete the last paragraph: "In recent years." The explanation is a correlation-causation fallacy.
2. "Floods" subsection (pg. 154-155):
 - Delete the last sentence of the first paragraph: "In the 2020 maps some properties had minor reductions in the flood zone boundary; no properties were added." This statement is inaccurate.
3. "Gastineau Avenue By-Pass" subsection (pg. 227-228):
 - Delete the "Gastineau Avenue By-Pass" section due to severe avalanche and landslide risk:

The 2022 *Downtown Juneau Landslide and Avalanche Assessment (LAA)* determined that the existing Gastineau Avenue right-of-way falls within high and severe landslide hazard areas. Extensions of Gastineau Avenue would fall within the same hazard areas. Extension of Gastineau Avenue would likely involve right-of-way improvements less than 1,000 feet from the slide path of the 1936 landslide, Juneau's deadliest on record (Figure 1b, Tetra Tech, Technical Memo 7, below).

In addition, the steering committee recognized that, while a by-pass would relieve some traffic on S. Franklin Street, the by-pass would still travel along Marine Way to access Egan Drive, shifting traffic congestion closer to the downtown core.



Landslide Hazard Designation Mapping, Tetra Tech, Figure 1.6d

Excerpt of Table B.1: Refined Landslide Hazard Designation System

Hazard Designation	Color	Hazard Attribute Description
High	Orange	Estimated event probability is “Likely,” with a return period of 5 to 30 years.... Landslide events are likely to keep happening in the future ^A
Severe	Red	Estimated event probability is “Very Likely to Almost Certain,” with a return period of 1 to 20 years. Landslide events are very likely to almost certain to keep happening in the future ^A

^A Estimated event probability based on observed and recorded slope movement activity level. Note that this is not an indication of consequence (potential for damage), nor is it a magnitude/frequency study, which can determine return periods with more accuracy.



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 www.juneau.org/community-development
 155 Heritage Way • Juneau, AK 99801

DATE: April 16, 2024

TO: Mandy Cole, Chair, Planning Commission

BY: Scott Ciambor, Planning Manager
 Community Development Department

THROUGH: Jill Lawhorne, AICP, Director
 Community Development Department

FILE NO.: AME2018 0007

PROPOSAL: A Text Amendment to adopt the *Blueprint Downtown Area Plan* as part of the CBJ Comprehensive Plan

This staff report provides details on the draft *Blueprint Downtown Area Plan* planning process and includes attachments that provide responses to Planning Commission questions from the March 12, 2024, Committee of the Whole meeting, agency comments, and public comments.

These materials can be found on the CDD website at: <https://juneau.org/community-development/blueprint-downtown>.

PLANNING COMMISSION ROLE

Three sections of Title 49 cover the purpose of the *Comprehensive Plan* and the duties of the Planning Commission in the *Comprehensive Plan* review process.

- Section 49.05.200 (b) notes, "The comprehensive plan adopted by the assembly by ordinance contains the policies that guide and direct public and private land use activities in the City and Borough."
- Section 49.10.170 (a) notes, "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."
- CBJ 49.10.170(d) states 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.

The *Comprehensive Plan* and its additions are incorporated into Title 49 at CBJ 49.05.200.

PURPOSE OF THE BLUEPRINT DOWNTOWN PLAN

A major goal of the *Blueprint Downtown Area Plan* (Blueprint Downtown) is to provide strategic direction for development and growth, while embracing livability and a sense of place, as well as maintaining quality of life for residents.

The plan provides a framework to guide the City and Borough of Juneau (CBJ) Assembly, city departments, the Planning Commission, and CBJ boards and commissions that will refer to this document to:

- Make informed decisions concerning future growth and development while maintaining a positive quality of life for residents;
- Plan for projects more efficiently;
- Assign appropriate resources to community needs;
- Identify needs for new or revised zoning and/or development regulations; and
- Identify infrastructure priorities.

The plan also provides a framework to guide individuals, private companies, and other stakeholders when making investment and development decisions, and when questions affecting community development arise.

STEERING COMMITTEE AND COMMUNITY ENGAGEMENT

On October 23, 2018, at its public hearing, the CBJ Planning Commission appointed 13 community members to the *Blueprint Downtown Steering Committee*.

The Steering Committee held 41 meetings over four years, fielded public testimony, and engaged in public meetings, online surveys, on-street interviews, pop-ups, radio shows, community presentations, and walking tours. The year-long Visioning Process led by Sheinberg Associates, lucid reverie, and MRV Architects won the 2019 Most Innovative award from the Alaska Chapter of the American Planning Association. Details on the visioning process and public comment are in the Plan, its Appendices, and the *Blueprint Downtown* webpage.

At the January 25, 2023, steering committee meeting, the group finished its work and motioned to approve the draft *Blueprint Downtown Area Plan* and send it to the Planning Commission for review and recommendation to the Assembly for adoption as part of the *Comprehensive Plan*.

PLANNING COMMISSION COMMITTEE OF THE WHOLE

On [March 12, 2024, at the Planning Commission Committee of the Whole meeting](#), staff provided a brief introduction and overview of the draft *Blueprint Downtown Area Plan*. Responses to Commissioner questions from that meeting are in **Attachment C**.

The Planning Commission set a special public hearing date for April 23, 2024. In preparation for this hearing, staff issued a Public Service Announcement inviting public comment and solicited comments and project updates from agencies. See **Attachment D**. Agency comments will be submitted with additional materials.

COMPLIANCE WITH THE COMPREHENSIVE PLAN (COMP PLAN)

The *Comprehensive Plan* identifies the importance of downtown Juneau as the traditional economic, civic, historical, and cultural center of the community. The Comp Plan addresses this in multiple areas:

Chapter 5 Economic Development

- Policy 5.2 Through a cooperative effort with the State of Alaska, to plan for and support development of an attractive setting, facilities, and other services to enhance the state capital and to strive to provide an atmosphere conducive to good leadership in the state, accessible to and supportive of all people of the state of Alaska.
- Policy 5.5 To maintain and strengthen downtown Juneau as a safe, dynamic and pleasant center for government and legislative activities, public gatherings, cultural and entertainment events, and residential and commercial activities in a manner that complements its rich historic character and building forms.

Chapter 10 Land Use

- Policy 10.13. To provide for and encourage mixed use development that integrates residential, retail, and office use in *Downtown areas*, shopping centers, along transit corridors, and other suitable areas.
- Policy 10.15 To reserve sufficient lands and facilities to support the State Capital functions in Downtown Juneau, including the provision of adequate transportation, housing, commerce communications services, cultural and entertainment activities and other support services.

Guidelines and Considerations for Subarea 6 (Maps K, M, N)

- Preserve the scale and densities of the older single family neighborhoods in the downtown area, including the Casey-Shattuck “flats” and Starr Hill historic districts, Chicken Ridge, Basin Road, Mt Maria, the Highlands, and the higher density apartments and homes in the vicinity of the Federal Building.
- Encourage the retention of existing dwelling units in or near the older residential neighborhoods to avoid exacerbating traffic and parking congestion and to preserve the privacy and quiet of those neighborhoods.
- Strengthen and enhance the Capitol Complex in the downtown Juneau area. Provide for orderly expansion of state government facilities in the vicinity of the State Capitol and the State Office Building.

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File No.: AME2018 0007
April 16, 2024
Page 4 of 5

The Blueprint Downtown plan supports and implements these policies while providing more specific and responsive information. If adopted, Blueprint Downtown will be an addendum to the Comp Plan. Blueprint Downtown provides a 20-year vision to guide growth, protect natural resources, and enhance and maintain amenities for livability. Where Blueprint Downtown and the Comp Plan conflict, or where Blueprint Downtown is more specific, the *Blueprint Downtown Area Plan* supersedes the *Comprehensive Plan*.

Findings

Based upon the information presented, the draft *Downtown Juneau Area Plan* conforms to the Comprehensive Plan.

COMPLIANCE WITH OTHER RELEVANT CBJ PLANS AND STUDIES

The draft *Blueprint Downtown Area Plan* reviews relevant CBJ plans, studies, and other agencies' plans and projects.

Blueprint Downtown “incorporates past planning efforts by combining them with how downtown should continue to grow, develop, and harness opportunities...”, (Blueprint Downtown, p. 17) and includes a complete list of other plans reviewed during the process. (Blueprint Downtown, Appendix B)

A diagram showing how the draft *Blueprint Downtown Area Plan* fits among other planning efforts and how the plan's components could be implemented is included. (Blueprint Downtown, Figure 1, p. 28)

Specific recommendations in Action Tables at the end of each chapter include a column referencing the existing plan that aligns with or suggests a similar idea included in Blueprint Downtown.

Findings

Based on the information presented, the draft *Blueprint Downtown Area Plan* conforms to other relevant CBJ Plans and Studies.

RELEVANT UPDATES

Many actions identified in the *draft Blueprint Downtown Area Plan* were part of ongoing projects. Project updates will be submitted with additional materials.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission review and consider the draft *Blueprint Downtown Area Plan* and recommend to the Assembly its adoption as an addendum to the Comprehensive Plan.

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ATTACHMENTS

- Attachment A: Draft Blueprint Downtown Area Plan
- Attachment B: Draft Blueprint Downtown Appendices
- Attachment C: Responses to Questions from the March 12, 2024, Planning Commission Committee of the Whole Meeting
- Attachment D: Public Comment



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 155 S. Seward Street • Juneau, AK 99801

DATE: December 6, 2024

TO: Beth A. Weldon, Mayor

BY: Scott Ciambor, Planning Manager
 Community Development Department

THROUGH: Katie Koester, AICP, City Manager

FILE NO.: AME2018 0007

PROPOSAL: A Text Amendment to adopt the *Blueprint Downtown Area Plan* as part of the CBJ Comprehensive Plan

On April 23, 2024, the Planning Commission, at its special public meeting, adopted the analysis and findings listed in the attached memorandum (Attachment B) dated April 16, 2024, and recommended that the City and Borough Assembly adopt staff's recommendation for a text amendment to adopt the Blueprint Downtown Area Plan as presented as an addendum to the CBJ Comprehensive Plan with revisions noted in the staff report.

The Commission added a recommendation to encourage a stronger focus on housing with preference language for projects involving housing downtown.

The Assembly discussed the adoption of the recommended text amendment at the June 3, 2024 Lands, Housing, and Economic Development Committee and the September 9, 2024 Committee of the Whole meeting. After discussion about adoption options, resolution vs. ordinance, the COW passed a motion to direct staff to draft an ordinance to adopt the Blueprint Downtown Area Plan as part of the CBJ Comprehensive Plan, 7-1.

The draft Blueprint Downtown Area Plan may be found online: <https://juneau.org/community-development/blueprint-downtown>.

Planning Commission
File No.: AME2018 0007
December 6, 2024
Page 2 of 2

It is noted that grammatical and formatting errors will be resolved prior to the final printing of the Plan. Staff have noted additional corrections (Attachment A) since the COW meeting to be made to the Plan, including :

- Remove incorrect information in the *Avalanches and Landslides* subsection (pg. 153-154)
 - For more details, see *CDD Agency Comment, Attachment A;*
- Remove incorrect information in the *Floods* subsection (pg. 154-155)
 - For more details, see *CDD Agency Comment, Attachment A; and*
- Remove *Gastineau Avenue By-Pass* subsection (pg. 227-228)
 - For more details, see *Gastineau Avenue By-Pass, Attachment A.*

STAFF RECOMMENDATION

Staff recommends the Assembly approve an ordinance amending the Comprehensive Plan by adopting the Blueprint Downtown Area Plan with suggested changes.

Presented by: The Manager
Presented: 11/18/2024
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-01(b)(W)

An Ordinance Appropriating up to \$3,000,000 to the Manager for a Loan to Tower Legacy II, LLC for Creekside Apartments; Funding Provided by the Affordable Housing Fund.

WHEREAS, during the 2023 Juneau Affordable Housing Fund solicitation, the City and Borough of Juneau (“CBJ”) received a proposal from a private development group for a construction loan of \$3,000,000 for 60 apartments (48 efficiency and 12 two-bedroom), of which 21 are affordable as described in section (b)(3) of this ordinance to be developed at USS 381, Tract C Fraction, in Juneau, Alaska; and

WHEREAS, the Juneau Affordable Housing Fund Review Committee recommends the Assembly approve a loan of \$3,000,000 to Tower Legacy II, LLC, for the Creekside Apartment Project; and

WHEREAS, CBJ and Tower Legacy II, LLC agree that since a bank loan will be used for the development project that a loan from CBJ must be secured in a manner that places CBJ’s interests after those of the bank, otherwise a bank will not loan on a development project; and

WHEREAS, given the high demand for housing and the potential benefits for the community if the Creekside apartment project is fully developed, the following appropriation terms and conditions are in the best interest of the community.

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 \$3,000,000 for a loan to the Creekside apartment project.

Section 3. Source of Funds.

Juneau Affordable Housing Fund \$3,000,000

Section 4. Loan Purpose and Terms. The Manager is authorized to negotiate a loan contract with Tower Legacy II, LLC, with the following essential terms, in addition to other reasonable contractual and financing provisions deemed necessary by the Manager to protect the City and Borough:

(a) **Intent.** Housing is in high demand. The purpose of this loan is to provide capital in the form of a construction loan, secured by a mortgage lien, to encourage and facilitate the development of 48 efficiency apartments to be developed at USS 381, Tract C FR, in Juneau, Alaska. The 60 units must be constructed as one phase consisting of two separate buildings, one building after the other.

(b) **Restrictions.** The Manager must include, and the Borrower must agree to, the following restrictions which are necessary to protect the public’s interest with this loan:

- (1) **Rentable Apartments.** During the term of this loan, the housing units must remain apartments and available to rent. The apartments may be converted to other forms of housing (i.e. condos) upon complete satisfaction of the CBJ loan.
- (2) **Short-term rental.** During the term of this loan, no apartment may be used as a short-term rental. The short-term rental restriction expires upon complete satisfaction of the \$3,000,000 CBJ loan.
- (3) **Affordability.** A minimum of 18 efficiency units must be rented or available for rent for \$1,150 per month and three, two-bedroom units must be rented or available for \$1,600 per month adjusted for inflation annually for the term of the loan as outlined in the application submitted for the JAHF.

(c) **Borrower.** The Developer/Borrower is Tower Legacy II, LLC, represented by Paul Simpson, who is a 34.85 % owner of the Limited Liability Company and Tower IV, LLC (owned 100% by Joseph Loconti) who is 65.15% of the Limited Liability Company.

(d) **Real Property (“Property”).** This appropriation is for a 60-unit development on a portion of the following real property:

USS 381, TR C Fraction, Plat 1984-52, according to Plat 1984-52, Juneau Recording District, First Judicial District, State of Alaska.

(e) **Loan Amount.** A construction loan of \$3,000,000 shall be made to Tower legacy II, LLC, in a single disbursement.

(f) **Payment Term.** Tower Legacy II, LLC shall pay CBJ monthly once repayment of the loan commences. Monthly payments shall begin the first business day of the first month that occurs six months after a final certificate of occupancy is obtained from the CBJ Building Official. The loan payments shall be calculated on a 25-year amortization schedule and the full amount of the loan shall be due after 10 years of payments (120 monthly payments).

(g) **Interest Rate and Calculation.** The loan authorized by the ordinance will be at zero percent (0%) per annum from disbursement and for the first five years of the loan repayment and two percent (2%) per annum for the remaining five years of the loan repayment. After ten years of payments, the loan shall be repaid in full.

(h) **Security.** Tower Legacy II, LLC must agree and grant authority to the City and Borough of Juneau to secure and record a lien for the full loan amount plus interest, costs, and reasonable attorney’s fees related to or arising from the mortgage contract against the real property and all personal property owned by the Borrower on or near the real property. Tower Legacy II, LLC and the City and Borough may renegotiate the terms of the property which provides security for the loan over the life of the loan, but the security must match or exceed the value of the outstanding loan. Tower Legacy II, LLC must further agree to authorize the City and Borough to secure the loan with liens on any materials purchased with the loaned money; the City and Borough will release the materials liens either upon Tower Legacy II, LLC completing repayment or upon permanently installing the materials onto or into the property.

(i) **Subrogation.** The Manager may subrogate the CBJ’s interests to those of the commercial banking lender.

(j) **Additional Loan Terms.** The Manager may add additional terms consistent with the intent of this ordinance.

Section 5. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____ 2025.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: December 16, 2024
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-01(b)(Y)

An Ordinance Transferring \$288,836 from CIP F22-027 Juneau Police Department Roof Replacement to CIP P44-091 Deferred Building Maintenance.

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

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

Section 2. Transfer of Appropriation. It is hereby ordered by the Assembly of the City and Borough of Juneau, Alaska, that \$288,836 be transferred:

From: CIP

F22-027 Juneau Police Department Roof Replacement (\$ 288,836)

To: CIP

P44-091 Deferred Building Maintenance \$ 288,836

Section 3. Source of Funds.

Temporary 1% Sales Tax \$ 231,368
General Sales Tax \$ 57,468

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

Adopted this _____ day of _____, 2025.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

MEMORANDUM

CITY/BOROUGH OF JUNEAU

Lands and Resources Office
155 Heritage Way, Juneau, Alaska 99801
Dan.Bleidorn@juneau.gov
(907) 586-5252

TO: Mayor Weldon, Acting Chair of the Assembly LHED Committee
FROM: Dan Bleidorn, Lands and Resources Manager *Daniel Bleidorn*
SUBJECT: Paden Application to Purchase CBJ Property at Pearl Harbor
DATE: November 26, 2024

In September 2024, Luke and Keely Paden submitted an application to the Lands Office with a request to purchase CBJ property located between 23001 Glacier Hwy (private property) and 23035 Glacier Hwy (the Jensen-Olson Arboretum), in the Pearl Harbor area for \$143,099.73. This is a 0.6-acre waterfront property that is adjacent to the Arboretum. The 2016 adopted Land Management Plan lists this property as "retain", and this property

is managed by the Parks and Recreation Department for public purpose use for a beach access area. The application noted that they are "wanting/searching to build a home in our hometown."



Parks and Recreation was consulted on this potential property sale and the Parks and Recreation Director Schauf states that this application should be denied because disposal is inconsistent with adopted plans, including the Comprehensive Plan, Land Management Plan, and Parks & Recreation Master Plan. It also is inconsistent with Ordinance 96-26 because this parcel has been "preserved from other uses for the purpose of inclusion in the Juneau Open Space & Parks System." It is CBJ Policy that all property designated as managed by the Parks Department be retained for public purposes.

The next step in this process will be for the Assembly to review this application as a new business topic in accordance with 53.09.260 and determine "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 disposal of City and Borough land." If the Assembly provides a motion to negotiate with the original proposer and the negotiations are successful, an ordinance with terms and conditions of the sale will be introduced prior to a public hearing.

Staff request that the Lands, Housing, and Economic Development Committee provide a motion to deny this this application in accordance with 53.09.260 (a) and retain this property.

Attachments:

1. CBJ Code section 53.09.260
2. Paden Application to purchase USS 3764 Lot 3

CBJ Code section 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.* 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, after review by the assembly lands committee, and authorization by the assembly by ordinance, the manager may conclude arrangements for the lease, sale, 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.

Applicant Information

Luke and Keely Paden

Mailing Address: 17250 point lena loop road Juneau, AK 99801 **Legal Representative:** Luke Paden **Phone:** (907) 209-5250 **Email:** Lukepaden6@gmail.com

CBJ Land Information

Site Address: 0 Glacier Highway

Legal Description: USS 3764 Lot 3

Map: [Map Link](#)

Have you mailed the \$500.00 filing fee?: Yes

Provide a brief description of your proposal:

To the city of Juneau Manager and Assembly members,
We are a young Juneauite family of 5, Renting while eagerly wanting/searching to build a home here in our hometown. I am a second-generation local and my wife as an Alaska Native has her heritage as far back as can be in the Tlingit tribe. We have three daughters, ages 3 and under, and we want to lay down roots to raise them in the culture we both grew up in and love. During our search, we found a small unutilized 0.6-acre lot from the homesteading days that the Borough inherited—City Parcel # 3B3901000110.

Please consider this application, as it would benefit our growing family a great deal, as well as the land. The lot would no longer sit empty, allowing another Alaskan family to plant new memories and history back into Alaskan land.

Our proposal is for the opportunity to purchase this small rural reserve lot out the road nestled in Pearl Harbor. Our intent is simply to build a family home there. This lot sits next to 7 other privately owned lots and the Jensen-Olsen Arboretum. We understand that this parcel has been designated under the use code “Park” in the 2016 Land Management Plan. We thought it was worth asking you all to consider this alternative option. The Lot has its heritage in the frontier days and is a comparably much smaller lot than the surrounding parcels. With the City owning the Arboretum and the surrounding beachfront North through the Point Caroline Trail; we hoped you may reconsider the use of the small parcel abutting the other privately owned lots by selling it to our family. With that in mind, we also wanted to briefly mention that we likewise would use the lot similarly to the Arboretum’s stated vision.

“ ... to preserve the beauty of the landscape for pure aesthetic enjoyment – to maintain the historical and cultural context of the place and its people.” — Caroline Jensen
(P&R home page)

We love Juneau and would be happy to finally own a piece of it to call our own for generations to come. Maintaining the beauty of the Alaskan landscape with its rich and ancient history.

We hope you might be willing to sell us this unused lot.

As far as our initial bid:

There are 7 privately owned lots before lot #3B3901000110. By gathering the combined average city assessed price per acre I got \$238,499.55. From there I reduced the cost to a .6 acre parcel to get a value of \$143,099.73

Therefore our offer to purchase this lot is \$143,099.73

Thank you all for your time and thoughtful consideration

Sincerely,

Luke, Keely, Saveyla (3), Adalynn(2), and Celestine Paden (1 month)

- [Parcel-3B3901000110.pdf](#)
- [USS 3764.pdf](#)



Port of Juneau

155 Heritage Way • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

From: Carl Uchytel
Port Director

To: Assembly

Via: (1) Docks & Harbor Board [approved 9/26/2024](#)
(2) City Manager [forwarded to LHED](#)

Date: September 13th, 2024

Re: DIRECT NEGOTIATION LAND SALES, LEASES & EXCHANGES - GOLDBELT

The ownership for the uplands property of the Seadrome Building (76 Egan Drive) is a quilt work of small parcels owned by Goldbelt (dba Cultural Preservation, Inc.) and by CBJ (managed by Docks & Harbors). Encl (1) illustrates a few visual challenges, both to CBJ and Goldbelt, in providing the highest and best use for this valuable waterfront area. A couple of examples include CBJ not having access from Egan Drive to our property; and, Goldbelt, owner of the Seadrome Building, stymied in developing meaningful improvements due to the layout of the multiple parcels, each requiring setbacks.

Goldbelt is proposing an land exchange, potentially including purchase & sale of CBJ property, with Docks & Harbors for re-development of the Seadrome Building. Goldbelt’s preliminary plans would be to raze and replace the existing building with a facility suited for the downtown waterfront.

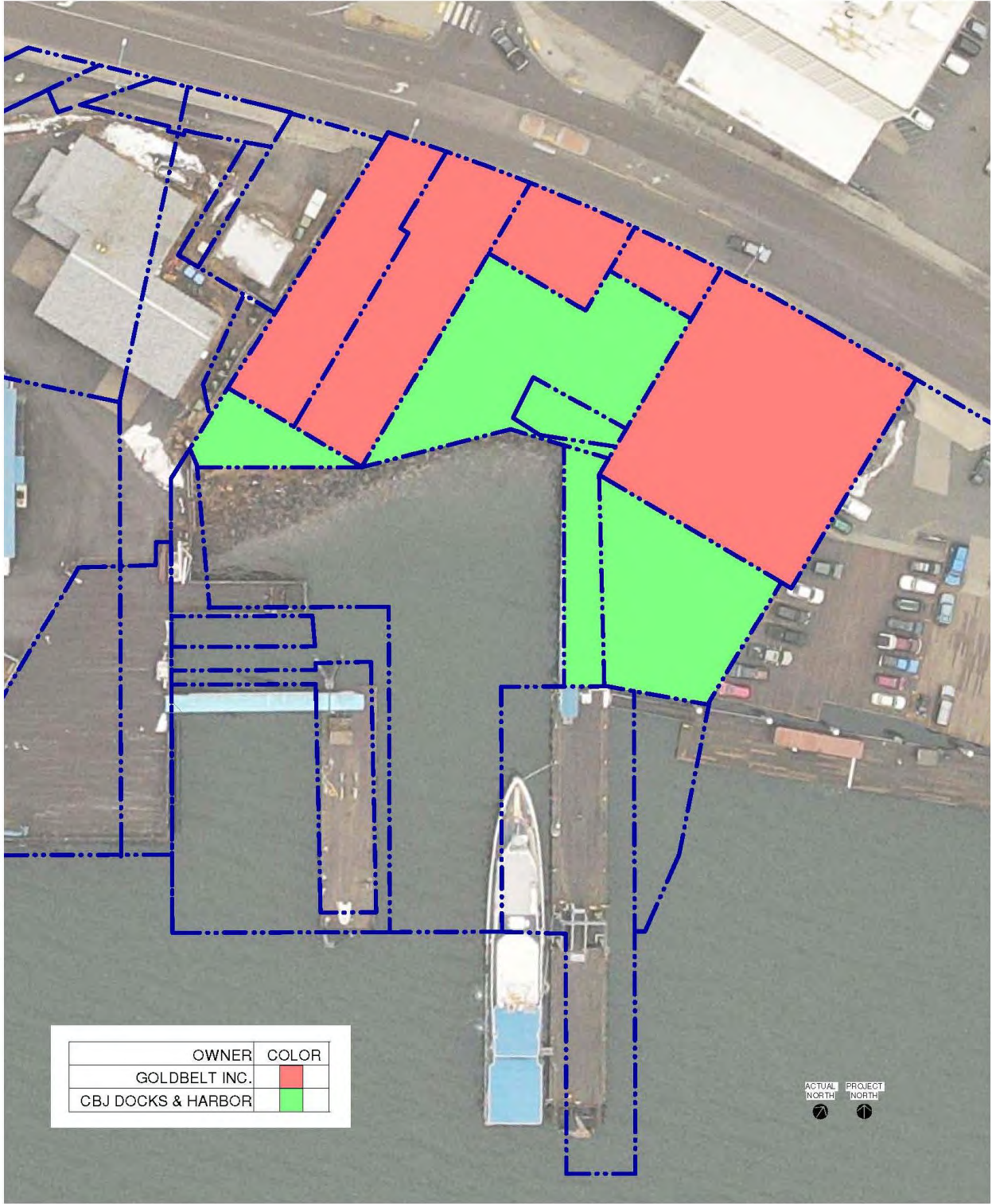
In order to develop a Purchase and Sale Agreement, the Assembly must authorize the manager to commence negotiations:

Title 53.09.260(a) – Negotiated Sales, Leases and Exchanges states that “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...”

If supported by Assembly motion, negotiations with Goldbelt will commence and a purchase & sales agreement or new lease will be returned to the Assembly for adoption by ordinance via the Docks & Harbors Board. There is no monetary commitments by CBJ with this motion for direct negotiations with Goldbelt.

#

Encl (1): Seadrome Property map



MEMORANDUM

CITY/BOROUGH OF JUNEAU

Lands and Resources Office
155 S. Seward St., Juneau, Alaska 99801
Dan.Bleidorn@juneau.org
(907) 586-5252

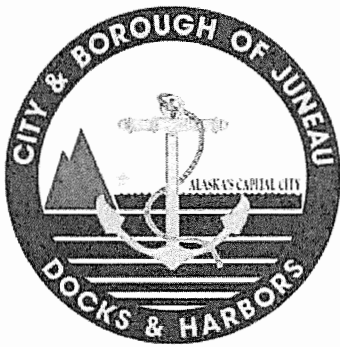
TO: Alicia Hughes-Skandijs, Chair of the Assembly LHED Committee
FROM: Dan Bleidorn, Lands and Resources Manager *Daniel Bleidorn*
SUBJECT: Goldbelt and CP Marine Application for a Land Trade
DATE: December 14, 2022

Goldbelt, Inc. and CP Marine Inc. completed an application proposing a land trade near the Seadrome Building to develop a new visitor oriented building in support of the Juneau tourism market. This property is managed by the Docks & Harbors Department. According to Port Director Uchtyl, "the patchwork of CBJ owned versus Goldbelt owned property is readily apparent. The existing parcels are limiting to both CBJ and to Goldbelt for future development. The proposal to consolidate parcels in a coherent fashion will benefit both parties." On August 25th, 2022, the Docks & Harbors Board supported Goldbelt's request with the following motion: "Direct staff to initiate an appraisal and establish a process to coordinate Docks & Harbors interests with Goldbelt's efforts to develop the Seadrome property."

The Land Management Plan designates this property and all waterfront property and tidelands as properties to retain but the Plan also states, "Parcels under their jurisdiction will not be discussed in detail in this plan because money generated from those properties is directed back to the respective enterprise funds. Additionally, specific master plans for these departments will guide their disposal methods and timing." Even still, in order for this land trade to move forward the Assembly will be required to update the Land Management Plan to reflect this property as available for disposal.

If the Committee provides a positive motion this application will be reviewed by the Assembly as New Business. There will also be a Planning Commission review for both the land trade and the Plan amendment will be included. The intention is to move forward with investigating the land trade and for the remaining large parcel to continue to be designated as retain. If a land trade moves forward, terms and conditions would be approved by the Assembly by an ordinance.

Staff requests that the Lands, Housing, and Economic Development Committee provide a motion of support to negotiate with Goldbelt and CP Marine on a land trade.



Port of Juneau

155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

From: Port Director

To: Docks & Harbors Board

Via: Docks & Harbors Operations-Planning Committee

Date: November 4th, 2022

Re: ASSEMBLY AUTHORITY FOR NEGOTIATED LAND SALE

1. Docks & Harbors has been approached by two separate private entities requesting consideration to acquire CBJ owned land which is managed under Docks & Harbors. The next steps are to conduct appraisals and begin negotiations allowing the transitions to be considered and acted upon.
 - a. Goldbelt, Inc is proposing an exchange of parcels near the Seadrome Building to develop a new visitor oriented building in support of the Juneau tourism market. On August 25th, 2022 the Board approved Goldbelt’s request with the following motion: “Direct staff to initiate an appraisal and establish a process to coordinate Docks & Harbors interests with Goldbelt’s efforts to develop the Seadrome property.”
 - b. Hansen-Gress has applied to the CBJ Lands & Resources Office to purchase CBJ owned tide lands which are managed by Docks & Harbors. On August 25th, 2022 the Board approved Hansen-Gress request with the following motion: “To advance the Hansen-Gress proposal that includes easements for future Docks & Harbors development as well as first right of refusal on the consolidated land and building sale as well as the evaluation of property by Docks & Harbors contracted appraiser that assumes the property as a single lot.” At the September 26th Assembly LHED meeting, that Committee recommended the Assembly to “work with the original proposer in accordance with city Code 53.09.260.”

2. The Hansen-Gress application has progressed through the Assembly and does not require action from the Board at this time. Goldbelt’s request does require Board and Assembly authorization to move forward. Title 53 allow several options in disposing of CBJ lands: (1) auction sale, (2) over-the-counter sales, (3) sealed competitive bids or (4) by negotiated sale. 53.09.260 outlines the requirements for direct negotiated sale and specifies that the Assembly

approve that option by motion.

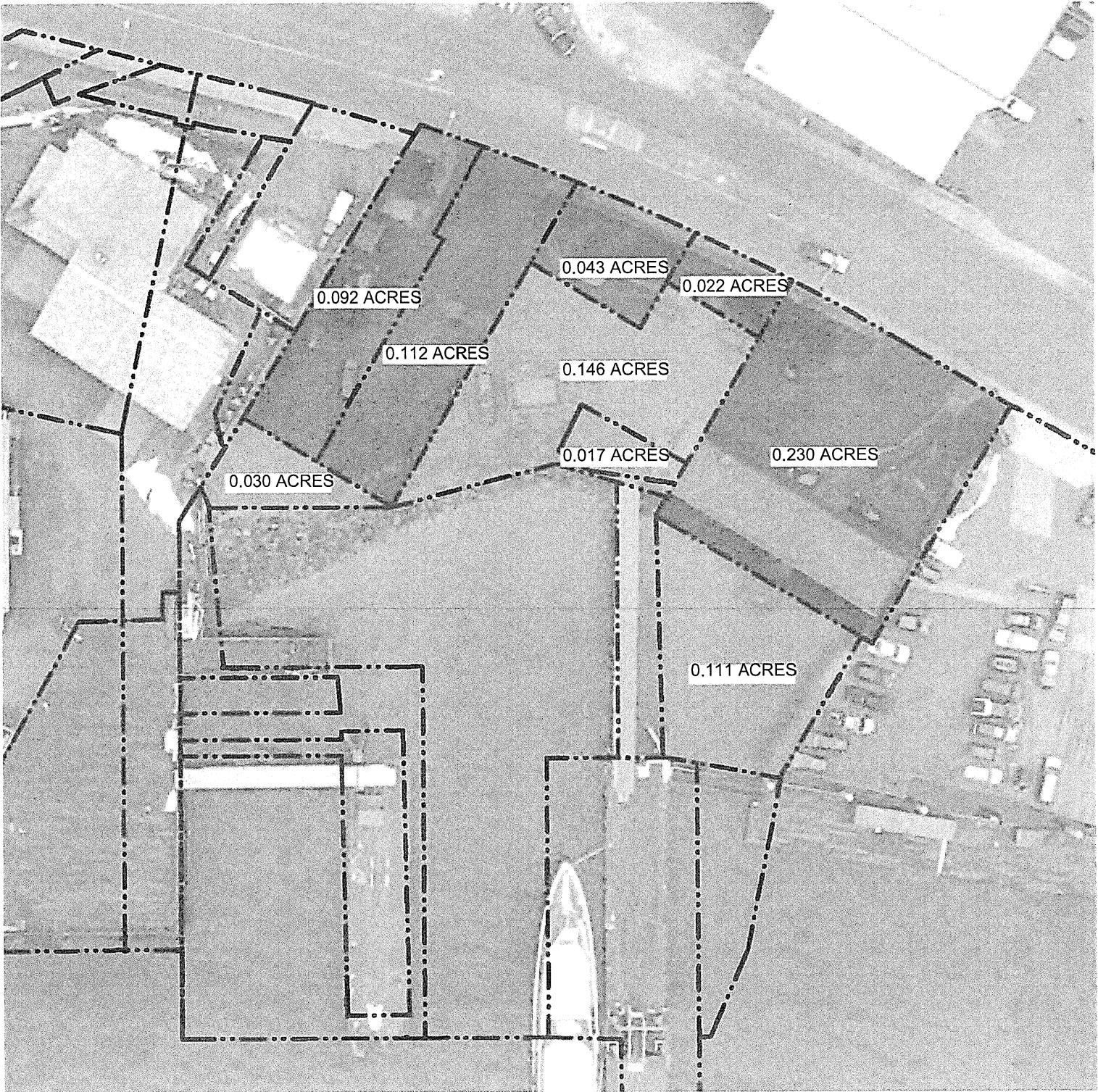
53.09.260 - Negotiated sales, leases, and exchanges.

(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.

3. Enclosure (1) was provided in the Goldbelt presentation on August 25th. The patchwork of CBJ owned versus Goldbelt owned property is readily apparent. The existing parcels are limiting to both CBJ and to Goldbelt for future development. The proposal to consolidate parcels in a coherent fashion will benefit both parties. It is appropriate that the land exchange discussions be continued with Goldbelt exclusively and that direct negotiations be authorized in accordance with 53.09.260.
4. I propose the Board make the following motion: To recommend the Assembly authorize direct negotiations with Goldbelt in accordance with 53.09.260 for a potential land exchange at the Seadrome property.

#

Encl: (1) Seadrome Property Map



GOLDBELT EXCHANGE
CENTRAL AND SOUTH
(DARK RED HATCH
OF WESTERN LOTS
HATCH) TO CBJ I



155 Heritage Way
Juneau, Alaska 99801
PHONE: (907) 586-5240
FAX: (907) 586-5385
boroughassembly@juneau.org

January 6, 2025

Senator Lisa Murkowski
522 Hart Senate Office Building
Washington, DC 20510

Dear Senator Murkowski,

The City and Borough of Juneau would like to extend our heartfelt gratitude to you and your staff for your tireless efforts on behalf of the community of Juneau to recover from the 2024 Mendenhall Glacial Lake Outburst Flood and mitigate the impact of future flood events.

The flood waters had not yet receded the morning of August 6th and you were on the phone with Juneau leadership ready to help. The very next day you came to Juneau to meet with impacted residents and see for yourself the devastation. You took time with each person you met to hear their story and understand their loss. You found funding to engage the United States Army Corps of Engineers (USACE) to provide technical assistance and advanced flood fighting. You helped secure a Federal Disaster Declaration and jointly with the Alaska Delegation sent a letter to President Biden minutes after the state of Alaska submitted their request. You sent staff to attend all the work sessions, charettes, and endless zoom meetings. Grace and Amanda on your team have been always at the ready to help problem solve and strategize. A special thanks to Kevin who got everyone on the same page and made sure all the details were cared for.

Through tireless advocacy, a joint letter to Director Young of the Office of Management and Budget, and countless hours of conversations with federal agencies and committees, you were able to help secure a very specific addition in support of Juneau's flood mitigation efforts in House Resolution 10545, also known as the [American Relief Act of 2025](#). This funding will allow USACE to begin an Investigation Study in 2025 to work towards a long-term solution to these annual flooding events.

The USACE Investigation Study is an important next step, but we know the work has just begun to protect our community and we are lucky to have your support and partnership navigating the federal landscape and securing federal resources.

With deepest gratitude,

Mayor Beth Weldon

Alicia Hughes-Skandijs

Ella Adkison

Deputy Mayor Greg Smith

Christine Woll

Neil Steininger

Wade Bryson

Paul R. Kelly

Maureen Hall



155 Heritage Way
Juneau, Alaska 99801
PHONE: (907) 586-5240
FAX: (907) 586-5385
boroughassembly@juneau.org

January 6, 2025

Senator Dan Sullivan
302 Hart Senate Office Building
Washington, DC 20510

Dear Senator Sullivan,

The City and Borough of Juneau would like to extend our heartfelt gratitude to you and your staff for your tireless efforts on behalf of the community of Juneau to recover from the 2024 Mendenhall Glacial Lake Outburst Flood and mitigate the impact of future flood events.

You dropped everything and came to Juneau to meet with impacted residents and see for yourself the devastation. You followed up by immediately engaging the United States Army Corps of Engineers (USACE) to provide technical assistance and advanced flood fighting – even dedicating a portion of your meeting with the highest level of leadership at USACE to underscoring the importance of flood mitigation in Alaska’s Capital City. You sent staff to attend all the work sessions, charettes, and endless zoom meetings. A special thank you goes out to Erick and Erin on your team who have been always at the ready to help problem solve and strategize.

Through tireless advocacy, a joint letter to Director Young of the Office of Management and Budget, and countless hours of conversations with federal agencies and committees, you were able to help secure a very specific addition in support of Juneau’s flood mitigation efforts in House Resolution 10545, also known as the [American Relief Act of 2025](#). This funding will allow USACE to begin an Investigation Study in 2025 to work towards a long-term solution to these annual flooding events.

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CBJ Ass
155 Heritage Way
Juneau, Alaska 99801
PHONE: (907) 586-5240
FAX: (907) 586-5385
boroughassembly@juneau.org

January 6, 2025

Representative Mary Peltola
153 Cannon HOB
Washington, DC 20510

Dear Congresswoman Peltola,

The City and Borough of Juneau would like to extend our heartfelt gratitude to you and your staff for your tireless efforts on behalf of the community of Juneau to recover from the 2024 Mendenhall Glacial Lake Outburst Flood and mitigate the impact of future flood events.

You and your staff visited Juneau after the event and listened firsthand to the harrowing stories of flood victims and offered them comfort and solace. You helped secure a Federal Disaster Declaration and jointly with the Alaska Delegation sent a letter to President Biden minutes after the state of Alaska submitted their request. Your staff was included on all the follow up meetings caring for interagency coordination.

Through tireless advocacy, a joint letter to Director Young of the Office of Management and Budget, and countless hours of conversations with federal agencies and committees, the Alaska Delegation was able to help secure a very specific addition in support of Juneau's flood mitigation efforts in House Resolution 10545, also known as the [American Relief Act of 2025](#). This funding will allow USACE to begin an Investigation Study in 2025 to work towards a long-term solution to these annual flooding events.

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