

Municipality of Anchorage

Chin'an gu ninyu
Thank you, you came here

Suzanne LaFrance
Chair

Jamie Allard
Kevin Cross
Forrest Dunbar
Kameron Perez-Verdia
Pete Petersen



Dave Bronson
Mayor

Christopher Constant
Vice-Chair

Austin Quinn-Davidson
Felix Rivera
Randy Sulte
Daniel Volland
Meg Zaletel

Barbara A. Jones, Municipal Clerk

Jennifer Veneklasen, Deputy Municipal Clerk

Assembly Agenda

July 26, 2022

Regular Meeting

Assembly Chambers

Loussac Library

3600 Denali, Room 108

5:00 p.m. Business Meeting

5:15 p.m. Appearance Requests

Live Streaming and Archived meetings/Podcasts at <http://www.muni.org/watchnow>

Live on Yukon TV streaming service; Rebroadcast Wednesday/Friday at 5:00 p.m.

Live Broadcast on UAA KRUA 88.1 at 5:00 p.m. See www.kruaradio.org

Clerk's Note: Please see the end of the agenda for information on legislative drafting.

How to Testify: The Assembly receives public comments during Audience Participation, as well as public testimony on all open Public Hearing items. Initial Audience Participation (Agenda Section 9) ends at 6 p.m. Final Audience Participation (Agenda Section 16) lasts, as time allows, until adjournment.

The public may submit written comments at www.muni.org/testimony and may also participate (1) in-person, or (2) by phone. If you would like to provide comments or testimony *over the phone*, please sign up online at this link www.muni.org/testimony by 5:00 p.m. the day before the meeting. There is no sign-up list for in-person testimony – the Chair will invite the public to speak on a first come basis. Please do not sign up to provide phone testimony if you plan to attend in person.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE AND LAND ACKNOWLEDGMENT

A land acknowledgement is a formal statement recognizing the Indigenous people of a place. It is a public gesture of appreciation for the past and present Indigenous stewardship of the lands that we now occupy. It is an actionable statement that marks our collective movement towards decolonization and equity.

The Anchorage Assembly would like to acknowledge that we gather today on the traditional lands of the Dena'ina Athabascans. For thousands of years the Dena'ina have been and continue to be the stewards of this land. It is with gratefulness and respect that we recognize the contributions, innovations, and contemporary perspectives of the upper Cook Inlet Dena'ina.

4. MINUTES OF PREVIOUS MEETINGS

- 4.A. **Special Meeting - March 22, 2022**
- 4.B. **Special Meeting - March 23, 2022**
- 4.C. **Special Emergency Meeting - March 30, 2022**

5. MAYOR'S REPORT

6. ASSEMBLY CHAIR'S REPORT

7. COMMITTEE AND LIAISON REPORTS

The Assembly Committees and members are listed on the Assembly website at [http://www.muni.org/Departments/Assembly/Pages/Committees and Liaisons.aspx](http://www.muni.org/Departments/Assembly/Pages/Committees%20and%20Liaisons.aspx). The Assembly Committee meeting schedule can be found on the Municipal website at <http://www.muni.org/Departments/Assembly/Events/Pages/default.aspx>.

8. ADDENDUM TO AGENDA

The Addendum includes items to be added to the agenda and is prepared the Friday before the Assembly meeting. The Assembly formally does this through a motion to “incorporate” the addendum, as well as possible “laid on the table” items consistent with the Assembly rules of procedure.

9. APPEARANCE REQUESTS AND INITIAL AUDIENCE PARTICIPATION

(SHALL BEGIN NO EARLIER THAN 5:15 P.M. AND TESTIMONY BY THE LAST PERSON FOR INITIAL AUDIENCE PARTICIPATION SHALL BEGIN NO LATER THAN 6:00 P.M.)

10. CONSENT AGENDA

Consent agenda items numbered 10.A. through 10.F. are typically routine items such as bid awards, new business, and information and reports. Under the Assembly rules of procedure, items in 10.A. through 10.F. are not required to be set for public hearing. If you wish to provide testimony on these agenda items, you may sign up for initial audience participation.

10.A. RESOLUTIONS FOR ACTION - PROCLAMATIONS AND RECOGNITIONS

10.B. RESOLUTIONS FOR ACTION - OTHER

- 10.B.1. Resolution No. AR 2022-226, a resolution of the Anchorage Municipal Assembly **approving the renewal of the Municipal Marijuana License for retail establishment: The Herbal Cache, #M19277; stating the Assembly's waive of protest to the renewal of State of Alaska marijuana license number 19277**, for the same establishments, respectively; and authorizing the Municipal Clerk to take certain action, (Girdwood Community Council), Municipal Clerk's Office.

10.C. BID AWARDS

10.D. NEW BUSINESS

- 10.D.1. Assembly Memorandum No. AM 392-2022, **Anchorage Transportation Commission appointment** (William Hagood), Mayor's Office.
- 10.D.2. Assembly Memorandum No. AM 393-2022, **Budget Advisory Commission appointment** (Brian Flynn), Mayor's Office.
- 10.D.3. Assembly Memorandum No. AM 394-2022, **Solid Waste and Recycling Advisory Commission appointments** (Suzanna Caldwell, Grant Yutzenka), Mayor's Office.
- 10.D.4. Assembly Memorandum No. AM 388-2022, **Discontinuing Municipal Tow Operator Business Compliance Quarterly Report**, Assembly Vice-Chair Constant.
- 10.D.5. Assembly Memorandum No. AM 389-2022, **2022-2023 Liquor License Renewals: Beverage Dispensary License**: Little Italy Restaurante, LL #2988; **Beverage Dispensary License - Tourism**: Indian House, LL #553; **Restaurant/Eating Place License**: Chicken Shack, LL #5596; (Turnagain Arm, Abbott Loop, and Community Councils), Municipal Clerk's Office.

10.E. APPROPRIATION ITEMS

- 10.E.1. Resolution No. AR 2022-225, a resolution reappropriating an amount not to exceed \$21,996 from the Office Renovations at Eagle River Town Center Project, Maintenance & Operations Department and appropriating a transfer in an amount not to exceed \$2,500 from the Areawide General Fund (101000), Legislative Branch, 2022 Operating Budget to the **City Hall Assembly Improvements Project**, Real Estate Department, within the Areawide General Capital Improvements Projects Fund (401800), Assembly Chair LaFrance.
 - 10.E.1.a. Assembly Memorandum No. AM 391-2022.

10.F. INFORMATION AND REPORTS

- 10.F.1. Information Memorandum No. AIM 125-2022, **Office of the Ombudsman 2021 Annual Report**, Assembly Chair LaFrance.
- 10.F.2. Information Memorandum No. AIM 126-2022, **Contracts Awarded between \$50,000 and \$500,000 through formal competitive processes for the month of June 2022**, Purchasing Department.
- 10.F.3. Information Memorandum No. AIM 127-2022, **Second Quarter 2022 Performance Measure Report**, Office of Management and Budget.
- 10.F.4. Information Memorandum No. AIM 128-2022, **Anchorage Equal Rights Commission 2021 Annual Report**.

- 10.F.5. Information Memorandum No. AIM 129-2022, **International Brotherhood of Teamsters, Local 959 (TMS) Collective Bargaining Agreement Negotiations have commenced**, Human Resources Department.

10.G. ORDINANCES AND RESOLUTIONS FOR INTRODUCTION

11. UNFINISHED BUSINESS AND UNFINISHED ACTION ON PUBLIC HEARING ITEMS

– Agenda items in this category are typically previous public hearing agenda items for which the public hearing was closed and the Assembly “postponed” Assembly action, including debate and discussion, until a future date.

- 11.A.** Ordinance No. AO 2022-42, an ordinance of the Anchorage Municipal Assembly **waiving certain fees established in the Anchorage Municipal Code as an economic stimulus measure in Response to the COVID-19 public health emergency**, Assembly Chair LaFrance, Assembly Members Dunbar and Quinn-Davidson.
(PUBLIC HEARING WAS CLOSED 4-12-2022. ACTION WAS POSTPONED FROM 4-12-2022, 4-26-2022, 5-10-2022, 6-7-2022, AND 6-21-2022. NO MOTION PENDING.)

12. RESERVED

Items in this agenda category are NOT public hearing items and may involve applications for a liquor or marijuana license and/or a special land use permit for alcohol or marijuana for which the public hearing was closed. This category may also include administrative matters that are NOT public hearing items based on the municipal code.

13. CONTINUED PUBLIC HEARINGS

(SHALL BEGIN NO EARLIER THAN 6:00 P.M., AND SHALL BE TAKEN UP IMMEDIATELY FOLLOWING COMPLETION OF OLD BUSINESS AND UNFINISHED ACTION ON PUBLIC HEARING ITEMS) – Agenda items in this category are typically previous public hearing agenda items for which the public hearing was NOT closed and the Assembly “continued” the public hearing. Persons who previously testified may not testify a second time unless the testimony is on the differences in a substitute version (S version) of an ordinance. In addition, if a previous Assembly meeting ended before all public hearing items were completed, those items would be “carried over” to this agenda category.

- 13.A.** Ordinance No. AO 2022-17, an ordinance submitting to the qualified voters of the Municipality of Anchorage a **ballot proposition amending the Anchorage Municipal Charter to support and advance early childhood education**, dedicate the net proceeds of the current retail marijuana sales tax to this purpose, and excepting the marijuana tax from the tax increase limitation (“tax cap”), Assembly Chair LaFrance and Assembly Member Perez-Verdia.
(CONTINUED FROM 5-24-2022)

- 13.B.** Ordinance No. AO 2022-66, an ordinance amending the zoning map and providing for the **rezoning of approximately 4.6 acres of land from B-1B SL (Community Business with Special Limitations) to B-3 SL (General Business with Special Limitations) for Lots 12B-1, 12B-2, and 12B-3, Chester H. Lloyd Subdivision**, generally located northeast of the intersection of Jewel Lake Road and West Dimond Boulevard, in Anchorage, (Sand Lake Community Council) (Planning and Zoning Commission Case 2022-0021), Planning Department.
13.B.1. Assembly Memorandum No. AM 319-2022.
(CARRIED OVER FROM 7-12-2022.)

- 13.C.** Ordinance No. AO 2022-67, an ordinance amending Anchorage Municipal Code Subsection 21.09.050C.2 to **encourage development of Accessory Dwelling Units within the Girdwood Valley (All Community Councils)** (Planning Case 2022-0042), Planning Department.
 13.C.1. Assembly Memorandum No. AM 320-2022.
 (CARRIED OVER FROM 7-12-2022.)

14. NEW PUBLIC HEARINGS

(SHALL BEGIN NO EARLIER THAN 6:00 P.M. AND END NO LATER THAN 11:00 P.M. AND SHALL BE TAKEN UP IMMEDIATELY FOLLOWING COMPLETION OF CONTINUED PUBLIC HEARINGS) – Agenda items in this category are typically NEW public hearing agenda items or certain items that require two public hearings (i.e. budget). Ordinances in this category, except emergency ordinances, must be introduced at a previous meeting. Resolutions in this category may be introduced at a previous meeting, but some resolutions by code are automatically set for a public hearing

- 14.A.** Ordinance No. AO 2022-70, an ordinance of the Anchorage Assembly amending Anchorage Municipal Code Sections 21.03.050 Appeals, 2.20.065 Assembly Counsel, 4.05.090 Meetings; and Anchorage Municipal Code of Regulations 21.10.304, 21.10.503, 21.11.304, 21.11.503, 21.13.340, and 21.13.530 to **simplify and streamline land use appeals**, Planning Department.
 14.A.1. Assembly Memorandum No. AM 346-2022.
 14.A.2. Assembly Memorandum No. AM 390-2022.
- 14.B.** Resolution No. AR 2022-207, a resolution ratifying a **collective bargaining agreement between the Municipality of Anchorage (MOA) and the International Union of Operating Engineers (Local 302)**, Human Resources Department.
 14.B.1. Assembly Memorandum No. AM 355-2022.
- 14.C.** Ordinance No. AO 2022-72, an ordinance of the Anchorage Assembly **amending Anchorage Municipal Code Section 3.70.110 to modify the assembly approval process of an arbitrator's decision in collective bargaining for service class A.2. and A.3. employees** for purposes of impasse resolution, Assembly Chair LaFrance, Assembly Vice-Chair Constant, and Assembly Member Sulte.
 14.C.1. Assembly Memorandum No. AM 373-2022.
- 14.D.** Ordinance No. AO 2022-73, an ordinance authorizing the **transfer of ownership of certain interests in the Mt. Spurr Elementary School to the Department of the Air Force, located at Joint Base Elmendorf – Richardson** on a portion within SE4 SEC4 T13N R3W, and terminate the land lease for the school grounds, Real Estate Services.
 14.D.1. Assembly Memorandum No. AM 375-2022.
- 14.E.** Ordinance No. AO 2022-74, an ordinance of the Anchorage Assembly amending Anchorage Municipal Code of Regulations 25.10.007 to **allow Parks and Recreation Director to waive permit restrictions at municipally owned campsites**, Department of Law.
 14.E.1. Assembly Memorandum No. AM 380-2022.
- 14.F.** Resolution No. AR 2022-221, a resolution of the Anchorage Municipal Assembly reappropriating not to exceed \$2,500,000 previously appropriated for operational costs for shelter, day center and/or treatment center within the Alcohol Beverages Retail Sales Tax Fund (206000) and appropriating not to exceed \$1,500,000 of Alcohol Beverages Retail Sales Tax Fund (206000) Fund Balance, **to be used as a direct grant to United Way for rental unit rehabilitation, to the Anchorage Health Department for**

emergency sheltering to include cold weather response, and to the Anchorage Coalition to End Homelessness to be used for expanded outreach and transportation services, Assembly Members Perez-Verdia, Rivera, and Volland.
14.F.1. Assembly Memorandum No. AM 385-2022.

- 14.G.** Resolution No. AR 2022-222, a resolution of the Anchorage Municipal Assembly appropriating when tendered an amount not to exceed \$3,400,000 of the American Rescue Plan Act of 2021 local fiscal recovery funds as a **direct grant to First Presbyterian Anchorage, LLC for purchase of the Guest House**, Assembly Members Perez-Verdia, Rivera, and Volland.
14.G.1. Assembly Memorandum No. AM 386-2022.

15. QUASI-JUDICIAL OR ADMINISTRATIVE MATTERS AND SPECIAL ORDERS

Items in this agenda category typically involve applications for a liquor or marijuana license and/or a special land use permit for alcohol or marijuana. These items are typically public hearing items.

Administrative matters in this category may include Election Certification or Assembly reorganization and are NOT public hearing items based on the municipal code. A Clerk's Note may identify certain items as non-public hearing items.

- 15.A.** Resolution No. AR 2022-224, a resolution of the Anchorage Municipal Assembly stating its **conditional protest regarding the Renewal of Beverage dispensary/tourism, liquor license #5846 for YC Anchorage Hotel Group LP DBA Four Points by Sheraton Anchorage located at 325 W 8th Ave Anchorage, AK 99501** pending satisfaction of municipal requirements and authorizing the Municipal Clerk to take certain action, (South Addition Community Council), Assembly Chair LaFrance, Assembly Vice-Chair Constant, and Public Safety Committee Chair Perez-Verdia.

- 16. FINAL AUDIENCE PARTICIPATION**
17. ASSEMBLY COMMENTS
18. EXECUTIVE SESSIONS
19. ADJOURNMENT

(SHALL BE PROMPTLY AT 11:00 P.M. PROVIDED, HOWEVER, BY TWO THIRDS VOTE OF THE ASSEMBLY, ADJOURNMENT AND BUSINESS BEFORE THE ASSEMBLY MAY BE CONTINUED PAST 11:00 P.M. UNTIL 12:00 MIDNIGHT)

ALL DOCUMENTS LISTED ON THIS AGENDA ARE AVAILABLE ONLINE www.muni.org/watchnow AND IN THE MUNICIPAL CLERK'S OFFICE, 632 WEST 6TH AVENUE, SUITE 250, ANCHORAGE, ALASKA, TELEPHONE (907) 343-4311.

FOR AUXILIARY AIDS, SERVICES, OR SPECIAL MODIFICATIONS TO PARTICIPATE PLEASE CONTACT THE MUNICIPAL CLERK'S OFFICE 48 HOURS BEFORE THE MEETING TO REQUEST REASONABLE ACCOMMODATIONS AT (907) 343-4311 OR wwmasmc@anchorageak.gov.

Clerk's Note: In Sections 11-15 of the Assembly Agenda, Assembly Ordinances (AOs) may propose to change municipal law, Anchorage Municipal Code (AMC) or Anchorage Municipal Code of Regulations (AMCR). Ordinances may use "legislative formatting" to show the changes or "amendments" to the current code as required by AMC 1.05.050. The purpose of legislative formatting is to provide an easy means for the Assembly and public to clearly understand current code language versus proposed changes.

Legislative formatting includes underlining new language and [PLACING DELETED LANGUAGE IN CAPITAL LETTERS WITHIN BRACKETS]. Substitute versions of ordinances are characterized by bolded text. Second substitute versions by italics. Omitting current text of a code section is indicated by three series of three asterisks (* * * x3). Legislative formatting is not necessary when enacting entirely new sections.

Ordinance Version	New Language	Deleted Language
Original AO	<u>New words are underlined</u>	Deletion of current code language: [DELETED WORDS FROM CURRENT CODE ARE BRACKETED AND CAPITALIZED]
AO (S) (Substitute for the original AO)	<u>New words are bolded and underlined</u>	Deletion of current code language: [DELETED WORDS ARE BOLDDED, BRACKETED, AND CAPITALIZED] Deletion of new language in AO: <u>[Deleted words proposed by AO are struck out, bolded, underlined, and bracketed]</u>
AO (S-1) (2 nd substitute for the original AO)	<i><u>New words are italicized and underlined</u></i>	Deletion of current code language: [DELETED WORDS ARE ITALICIZED, IN BRACKETED, AND CAPITALIZED] Deletion of new language in AO or AO(S): <u>[Deleted words proposed by AO or AO(S) are italicized, struck out, underlined and bracketed]</u>

MUNICIPALITY OF ANCHORAGE

ANCHORAGE ASSEMBLY

**Assembly Chambers, Z.J. Loussac Library
3600 Denali Street, Anchorage, Alaska**

Minutes of the Special Assembly Meeting of March 22, 2022

1. CALL TO ORDER

Chair LaFrance convened the Special Assembly Meeting of March 22, 2022 at 6:01 p.m.

2. ROLL CALL

Present: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy,
Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron
Perez-Verdia
Excused: Austin Quinn-Davidson

A quorum was achieved with 10 Assembly members present or participating telephonically.

3. PLEDGE OF ALLEGIANCE AND LAND ACKNOWLEDGMENT

Assembly Member Kennedy led the pledge.

Assembly Member Dunbar read the Land Acknowledgement.

4. ITEMS FOR ACTION

**4.A. Assembly Memorandum No. AM 155-2022, Anchorage Transportation
Commission appointments (Gary Blake, Michael Bryant-Wrightson, Bernadette
Bradley), Mayor's Office.
(CARRIED OVER FROM 3-15-2022)**

John Weddleton moved, to Approve AM 155-2022
Felix Rivera seconded,
and this motion Passed 9 - 1.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance,
Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
NAYS: Christopher Constant
EXCUSED: Austin Quinn-Davidson

Christopher Constant moved, to Postpone AM 155-2022 to the Regular
Kameron Perez-Verdia seconded, Assembly Meeting of April 12, 2022
and this motion Failed 2 - 8.

AYES: Christopher Constant, Meg Zaletel

NAYS: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Forrest Dunbar, Kameron Perez-Verdia

EXCUSED: Austin Quinn-Davidson

Brice Wilbanks, Deputy Chief of Staff, spoke.

Blair Christensen, Deputy Municipal Attorney, spoke.

**4.B. Assembly Memorandum No. AM 156-2022, Youth Advisory Commission appointment (Harrison Steeves-Little), Mayor's Office.
(CARRIED OVER FROM 3-15-2022)**

Christopher Constant moved, to Approve AM 156-2022
Felix Rivera seconded,

and this motion Passed 10 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia

EXCUSED: Austin Quinn-Davidson

**4.C. Assembly Memorandum No. AM 167-2022, Anchorage Equal Rights Commission appointment (Kathleen Obi Obasi), Mayor's Office.
(CARRIED OVER FROM 3-15-2022)**

**4.C.1. Assembly Memorandum No. AM 167-2022(A), (Correcting AM 134-2022)
Anchorage Equal Rights Commission appointment (Kathleen Obi Obasi), Mayor's Office.**

Christopher Constant moved, to Approve AM 167-2022(A)
Meg Zaletel seconded,

and this motion Passed 10 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia

EXCUSED: Austin Quinn-Davidson

**4.D. Assembly Memorandum No. AM 157-2022, Award of a 2022 grant in the amount of \$100,000 to the Anchorage Park Foundation (APF) from the Parks and Recreation Department 2022 Approved Operating Budget for annual contribution to APF Volunteer Activities and Youth Employment in Parks Programs.
(CARRIED OVER FROM 3-15-2022)**

Assembly Member Dunbar declared a potential conflict of interest on Item 4.D. Based on review by the Body, Chair LaFrance ruled that Assembly Member Dunbar did have a conflict and he was recused from participation.

Meg Zaletel moved, to Approve AM 157-2022
Christopher Constant seconded,

and this motion Passed 9 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Kameron Perez-Verdia

RECUSED: Forrest Dunbar
EXCUSED: Austin Quinn-Davidson

**4.E. Assembly Memorandum No. AM 179-2022, Sole Source Contract for Wetland Mitigation Permitting Services for the Navigation Center Project from DOWL for the Municipality of Anchorage (MOA), Community Development (CD) (\$32,060.00), Purchasing Department.
(CARRIED OVER FROM 3-15-2022)**

Assembly Member Zaletel declared a potential conflict of interest on Item 4.E. Based on review by the Body, Chair LaFrance ruled that Assembly Member Zaletel did have a conflict and she was recused from participation.

Blair Christensen, Deputy Municipal Attorney, spoke.

Lance Wilber, Public Works, Director, spoke.

Christopher Constant moved, to Postpone AM 179-2022 Indefinitely
John Weddleton seconded,
and this motion Passed 9 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Forrest Dunbar, Kameron Perez-Verdia
RECUSED: Meg Zaletel
EXCUSED: Austin Quinn-Davidson

**4.F. Assembly Memorandum No. AM 175-2022, Sole Source Purchase of predevelopment costs related to Holton Hills Subdivision from the Heritage Land Bank (HLB) for the Municipality of Anchorage (MOA), Community Development (CD) (\$51,235.00), Purchasing Department.
(CARRIED OVER FROM 3-15-2022)**

Assembly Vice-Chair Constant declared a potential conflict of interest on Item 4.F. Based on review by the Body, Chair LaFrance ruled that Constant did have a conflict and he was recused from participation.

John Weddleton moved, to Approve AM 175-2022
Felix Rivera seconded,
and this motion Passed 9 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
RECUSED: Christopher Constant
EXCUSED: Austin Quinn-Davidson

5. ITEM FOR INTRODUCTION

**5.A. Ordinance No. AO 2022-42, an ordinance of the Anchorage Municipal Assembly waiving certain fees established in the Anchorage Municipal Code as an economic stimulus measure in Response to the COVID-19 public health emergency, Assembly Chair LaFrance, Assembly Members Dunbar and Quinn-Davidson. P.H. 4-12-2022.
(CARRIED OVER FROM 3-15-2022)**

Forrest Dunbar moved,
Meg Zaletel seconded,
Christopher Constant concurring third.

to Introduce AO 2022-42 and set for Public
Hearing at the Regular Assembly Meeting of
April 12, 2022

Adam Trombley, Community Development, Director, spoke.

6. UNFINISHED BUSINESS AND UNFINISHED ACTION ON PUBLIC HEARING ITEMS

- 6.A. Assembly Memorandum No. AM 135-2022, Executive Appointment: Planning Department Director, Craig Lyon, Human Resources Department.**
6.A.1. Assembly Memorandum No. AM 135-2022(A), Executive Appointment – Confirmation Hearing: Planning Department Director, Craig Lyon, Human Resources Department.
(ACTION POSTPONED FROM 3-1-2022. NO MOTION PENDING. CARRIED OVER FROM 3-15-2022)

Meg Zaletel moved,
Christopher Constant seconded,
and this motion Passed 10 - 0.

to Approve AM 135-2022(A)

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
EXCUSED: Austin Quinn-Davidson

- 6.B. Assembly Memorandum No. AM 130-2022, Anchorage Water and Wastewater Utility Board of Directors appointment (Soren Orley), Mayor's Office.**
(ACTION POSTPONED FROM 3-1-2022 TO PERMIT A TEN-DAY PUBLIC COMMENT PERIOD. NO MOTION PENDING, CARRIED OVER FROM 3-15-2022.)

Jamie Allard moved,
Christopher Constant seconded,
and this motion Passed 10 - 0.

to Approve AM 130-2022

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
EXCUSED: Austin Quinn-Davidson

- 6.C. Assembly Memorandum No. AM 133-2022, Zoning Board of Examiners and Appeals appointments (Brian Flynn, Kevin Myers), Mayor's Office.**
(ACTION POSTPONED FROM 3-1-2022 TO PERMIT A TEN-DAY PUBLIC COMMENT PERIOD. NO MOTION PENDING, CARRIED OVER FROM 3-15-2022.)

Jamie Allard moved,
Christopher Constant seconded,
and this motion Passed 10 - 0.

to Approve AM 133-2022

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
EXCUSED: Austin Quinn-Davidson

- 6.D. Assembly Memorandum No. AM 131-2022, Board of Adjustment appointments (Brittany Staudenmaier, Carl Propes Jr.), Mayor's Office. (ACTION POSTPONED FROM 3-1-2022 TO PERMIT A TEN-DAY PUBLIC COMMENT PERIOD. NO MOTION PENDING,)**
6.D.1. Assembly Memorandum No. AM 131-2022(A), Board of Adjustment appointment (Carl Propes Jr.), Mayor's Office. (CARRIED OVER FROM 3-15-2022)

Christopher Constant moved, to Approve AM 131-2022(A)
Felix Rivera seconded,
and this motion Passed 10 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
EXCUSED: Austin Quinn-Davidson

7. CONTINUED PUBLIC HEARINGS

- 7.A. Ordinance No. AO 2022-21, an ordinance authorizing disposal of real property legally described as Lots 8Q thru 12Q Woodland Park Addition (Plat P-61A) (PID 010-033-41), Lots 1Q thru 7Q Woodland Park Addition (Plat P-61A) (PIDS 010-033-06 thru 010-033-12), Lot 6P Woodland Park Addition (Plat P-61B) (PID 010-033-13), Lot 5P Woodland Park Addition (Plat P-61B) (PID 010-033-14), Lot 4PA Block P Woodland Park Addition 1947 (Plat 77-298) (PID 010-033-38) and Lot 1PA Woodland Park Addition 1947 (Plat 65-19) (PID 010-033-17), Real Estate Department.**
7.A.1. Assembly Memorandum No. AM 50-2022. (PUBLIC HEARING WAS RE-OPENED 2-15-2022. CONTINUED FROM 2-15-2022. CARRIED OVER FROM 3-15-2022.)

Chair LaFrance continued the public hearing.

Steve Montooth testified.

Darrel Hansen testified.

James Brooks testified.

Emily Nenon testified.

Noria Clark testified.

Chair LaFrance closed the public hearing.

Kameron Perez-Verdia moved, to Postpone AO 2022-21 to the Regular
John Weddleton seconded, Assembly Meeting of August 23, 2022
and the motion, as amended, Passed 8 - 2.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Forrest Dunbar, Kameron Perez-Verdia
NAYS: Christopher Constant, Meg Zaletel
EXCUSED: Austin Quinn-Davidson

Kameron Perez-Verdia moved,
Crystal Kennedy seconded,

to Amend the motion to Postpone AO 2022-21
to the Regular Assembly Meeting of May 10,
2022

and this motion did not come to a vote.

Adam Trombley, Community Development, Director, spoke.

Anna Brawley, Turnagain Community Council, spoke.

Kameron Perez-Verdia moved,
Crystal Kennedy seconded,

to Amend the Amendment to Postpone AO
2022-21 to the Regular Assembly Meeting of
June 7, 2022

and this motion Passed 6 - 4.

AYES: Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Forrest Dunbar, Kameron Perez-Verdia

NAYS: John Weddleton, Jamie Allard, Christopher Constant, Meg Zaletel

EXCUSED: Austin Quinn-Davidson

7.B. Ordinance No. AO 2022-25, an ordinance of the Anchorage Municipal Assembly amending Anchorage Municipal Code Chapter 12.15 to add a section to create a property tax exemption for certain Accessory Dwelling Units (ADUs), Property Appraisal Division.

7.B.1. Assembly Memorandum No. AM 55-2022.

(PUBLIC HEARING WAS RE-OPENED 2-15-2022. CONTINUED FROM 2-15-2022. CARRIED OVER FROM 3-15-2022.)

Chair LaFrance continued the public hearing.

Jeff Guard testified.

Noria Clark testified.

Cathy Gleason testified.

Yarrow Silvers testified.

Joseph Brooks testified.

Meg Zaletel moved,
John Weddleton seconded,

to Continue the Public Hearing on AO 2022-25
to the Regular Assembly Meeting of April 26,
2022

and this motion Passed 10 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia

EXCUSED: Austin Quinn-Davidson

Clerk's Note: Chair LaFrance called a 10-minute at ease.

Alexis Johnson, Chief of Staff, Mayor's Office, spoke.

Dean Gates, Assembly Counsel, spoke.

- 7.C. Resolution No. AR 2022-62, a resolution of the Municipality of Anchorage appropriating \$2,300,000 from earnings within the MOA Trust Fund (730000) for expert financial management and support services provided in the calendar year 2022, Finance Department.**
7.C.1. Assembly Memorandum No. AM 127-2022.
(CARRIED OVER FROM 3-15-2022)

Chair LaFrance opened the public hearing. There was no one to testify and she closed the public hearing.

Christopher Constant moved, to Approve AO 2022-62
Pete Petersen seconded,
and this motion Passed 10 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
EXCUSED: Austin Quinn-Davidson

Blair Christensen, Deputy Municipal Attorney, spoke.

- 7.D. Ordinance No. AO 2021-71(S), an ordinance of the Anchorage Municipal Assembly amending Anchorage Municipal Code Section 21.08.050G. to allow rolled curb[s] on residential minor streets, Assembly Members Weddleton and Dunbar.**
7.D.1. Information Memorandum No. AIM 225-2021.
(PUBLIC HEARING WAS CLOSED 3-1-2022. MOTION TO RE-OPEN THE PUBLIC HEARING PASSED 3-1-2022. CONTINUED FROM 3-1-2022.)
7.D.2. Ordinance No. AO 2021-71(S-1), an ordinance of the Anchorage Municipal Assembly amending Anchorage Municipal Code Section 21.08.050G. to allow rolled curb[s] on residential minor streets, Assembly Members Weddleton and Dunbar.
7.D.3. Assembly Memorandum No. AM 153-2022.
7.D.4. Ordinance No. AO 2021-71(S-2), an ordinance of the Anchorage Municipal Assembly amending Anchorage Municipal Code Section 21.08.050G. to allow rolled curb[s] on residential minor streets, Assembly Members Weddleton and Dunbar.
7.D.5. Assembly Memorandum No. AM 153-2022(A).
(CARRIED OVER FROM 3-15-2022)

Chair LaFrance opened the public hearing. There was no one to testify and she closed the public hearing.

John Weddleton moved, to Approve AO 2021-71(S-2)
Forrest Dunbar seconded,
and this motion Passed 10 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
EXCUSED: Austin Quinn-Davidson

Craig Lyons, Planning Director, spoke.

Bradley Coy, Municipal Traffic Engineer, spoke.

Clerk's Note: Chair LaFrance passed the gavel to Assembly Vice-Chair Constant to comment on this item. Following her remarks, the gavel was returned to Chair LaFrance.

7.E. Ordinance No. AO 2022-27, an ordinance adopting the Our Downtown: Anchorage Downtown District Plan 2021 as an element of the Comprehensive Plan and amending Anchorage Municipal Code Title 21, Land Use Planning, Section 21.01.080b.1., elements, table 21.01-1, Anchorage Bowl, and as an update to the 2007 Destination Downtown: Anchorage Downtown Comprehensive Plan, Planning Department.

7.E.1. Assembly Memorandum No. AM 71-2022.

7.E.2. Information Memorandum No. AIM 43-2022, Transmittal of Resolutions supporting the Anchorage Downtown Plan Update, AO No. 2022-27, Planning Department.

7.E.3. Information Memorandum No. AIM 47-2022, Transmittal of letter from the 3rd Avenue Radicals supporting the Anchorage Downtown Plan Update, AO No. 2022-27, Planning Department.

Chair LaFrance opened the public hearing.

Amanda Moser testified.

Daniel Volland testified.

Anna Brawley testified.

Yarrow Silvers testified.

Noria Clark testified.

James Thornton testified.

Joseph Brooks testified.

Chair LaFrance closed the public hearing.

Christopher Constant moved,
John Weddleton seconded,
and this motion did not come to a vote.

to Approve AO 2022-27

Christopher Constant moved,
Pete Petersen seconded,

to Amend AO 2022-27 with Constant
Amendment No. 1 as follows:

Exhibit A: Our Downtown Anchorage Downtown District Plan 2021, page 59, Chapter 4, Land Use and Economic Development Policies and Action Items, Section 4-4; LU-11 add the following bullet at the end of the bulleted list:

• Provide a framework for addressing conflicts between nighttime and residential uses. Development protections in identified

areas of Downtown may be required to address late-night impacts such as noise while providing stronger buffers for existing and future uses. The implementation of policies intending to increase residents in Downtown will lead to increased conflicts unless a thoughtful approach is established.

and this motion did not come to a vote.

Christopher Constant moved,
John Weddleton seconded,

to Extend the Special Assembly Meeting of
March 22, 2022 to 10:30 p.m.

and this motion Passed 11 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia, Austin Quinn-Davidson

Adam Trombley, Community Development, Director, spoke.

John Weddleton moved,
Crystal Kennedy seconded,

to Re-Open and Continue the Public Hearing on
AO 2022-27 to the Regular Assembly Meeting
of April 26, 2022

and this motion Passed 7 - 3.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Kameron Perez-Verdia

NAYS: Christopher Constant, Meg Zaletel, Forrest Dunbar

EXCUSED: Austin Quinn-Davidson

7.F. Ordinance No. AO 2022-36, an ordinance amending Anchorage Municipal Code Title 21 Chapters 21.03, Review and Approval Procedures; 21.04, Zoning Districts; 21.06 Dimensional Standards and Measurements; 21.07, Development and Design Standards; and 21.15, Rules of Construction and Definitions, in order to amend the two-and-one-half-story limit and related dimensional standards in the R-2A, R-2D, and R-2M Zoning Districts, for promoting housing opportunities compatible with the intended scale of R-2 neighborhoods (Planning and Zoning Commission Case No. 2021-0111), Planning Department.

7.F.1. Assembly Memorandum No. AM 121-2022.

7.F.2. Information Memorandum No. AIM 48-2022, Transmittal of comments from the South Addition Community Council regarding R-2 Zones Height and Bulk Standards, AO No. 2022-36, Planning Department.

(CARRIED OVER FROM 3-15-2022)

Chair LaFrance opened the public hearing.

Cathy Gleason testified.

Chair LaFrance closed the public hearing.

Tom Davis, Senior Planner, Planning Department, spoke.

Meg Zaletel moved,
Felix Rivera seconded,

to Postpone AO 2022-36 to the Regular
Assembly Meeting of April 26, 2022

and this motion Passed 8 - 2.

AYES: John Weddleton, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
NAYS: Jamie Allard, Christopher Constant
EXCUSED: Austin Quinn-Davidson

7.G. Ordinance No. AO 2022-40, an ordinance of the Anchorage Municipal Assembly amending Anchorage Municipal Code, Title 1, Title 3, Title 9, Title 11, and Title 25 to create the Airports Department, Assembly Vice-Chair Constant and Assembly Member Kennedy.

7.G.1. Assembly Memorandum No. AM 138-2022.

7.G.2. Ordinance No. AO 2022-40(S): an ordinance of the Anchorage Municipal Assembly amending Anchorage Municipal Code, Title 1, Title 3, Title 9, Title 11, and Title 25 related to municipal airports [TO CREATE THE AIRPORTS DEPARTMENT], Assembly Vice-Chair Constant and Assembly Member Kennedy.

**7.G.3. Assembly Memorandum No. AM 138-2022(A).
(CARRIED OVER FROM 3-15-2022)**

Chair LaFrance opened the public hearing. There was no one to testify and she closed the public hearing.

Meg Zaletel moved, to Approve AO 2022-40(S)
Christopher Constant seconded,
and this motion Passed 10 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
EXCUSED: Austin Quinn-Davidson

8. QUASI-JUDICIAL OR ADMINISTRATIVE MATTERS AND SPECIAL ORDERS

**8.A. Resolution No. AR 2022-81, a resolution of the Anchorage Municipal Assembly stating its conditional protest regarding a new Beverage Dispensary-Tourism, Liquor License #6015, and Restaurant Designation Permit, for AKQOZB, LLC DBA Aloft Anchorage Midtown located at 310 W 36th Avenue, Anchorage, AK 99503; pending satisfaction of municipal requirements and authorizing the Municipal Clerk to take certain action (Midtown Community Council), Assembly Chair LaFrance and Assembly Vice-Chair Constant.
(CARRIED OVER FROM 3-15-2022)**

Chair LaFrance opened the public hearing. There was no one to testify and she closed the public hearing.

Felix Rivera moved, to Approve AR 2022-81
Meg Zaletel seconded,
and this motion Passed 10 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
EXCUSED: Austin Quinn-Davidson

8.B. Resolution No. AR 2022-83, a resolution of the Anchorage Municipal Assembly stating its conditional protest regarding a new Beverage Dispensary-Duplicate,

**Liquor License #6019, and Restaurant Designation Permit, for Hickel Investment Company DBA The Cubby located at 939 W 5th Avenue, Anchorage, AK 99501; pending satisfaction of municipal requirements and authorizing the Municipal Clerk to take certain action (Downtown Community Council), Assembly Chair LaFrance and Assembly Vice-Chair Constant.
(CARRIED OVER FROM 3-15-2022)**

Chair LaFrance opened the public hearing. There was no one to testify and she closed the public hearing.

Jamie Allard moved, to Approve AR 2022-83
Christopher Constant seconded,
and this motion Passed 10 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
EXCUSED: Austin Quinn-Davidson

**8.C. Resolution No. AR 2022-86, a resolution of the Anchorage Municipal Assembly stating its conditional protest regarding the renewal of Restaurant/Eating Place, Liquor License #5635, for Pho Lena East LLC DBA Pho Lena Downtown located at 137 W 5th Avenue, Anchorage, AK 99501; pending satisfaction of municipal requirements and authorizing the Municipal Clerk to take certain action (Downtown Community Council), Assembly Chair LaFrance and Assembly Vice-Chair Constant.
(CARRIED OVER FROM 3-15-2022)**

Chair LaFrance opened the public hearing. There was no one to testify and she closed the public hearing.

Jamie Allard moved, to Approve AR 2022-86
Christopher Constant seconded,
and this motion Passed 10 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
EXCUSED: Austin Quinn-Davidson

**8.D. Resolution No. AR 2022-87, a resolution of the Anchorage Municipal Assembly stating its conditional protest regarding the renewal of Beverage Dispensary-Tourism, Liquor License #5707, for ASA Beverages, LLC DBA Alaska Lounge located at 5000 International Airport Road, Suite C3381, Anchorage, AK 99502; pending satisfaction of municipal requirements and authorizing the Municipal Clerk to take certain action (Sand Lake Community Council), Assembly Chair LaFrance and Assembly Vice-Chair Constant.
(CARRIED OVER FROM 3-15-2022)**

Chair LaFrance opened the public hearing. There was no one to testify and she closed the public hearing.

Christopher Constant moved, to Approve AR 2022-87
Meg Zaletel seconded,

and this motion Passed 10 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
EXCUSED: Austin Quinn-Davidson

**8.E. Resolution No. AR 2022-88, a resolution of the Anchorage Municipal Assembly stating its conditional protest regarding the renewal of Club, Liquor License #3187, for Anchorage Curling Club Inc DBA Anchorage Curling Club located at 711 E Loop Road, Anchorage, AK 99501; pending satisfaction of municipal requirements and authorizing the Municipal Clerk to take certain action (Government Hill Community Council), Assembly Chair LaFrance and Assembly Vice-Chair Constant.
(CARRIED OVER FROM 3-15-2022)**

Chair LaFrance opened the public hearing. There was no one to testify and she closed the public hearing.

Christopher Constant moved, to Approve AR 2022-88
Meg Zaletel seconded,
and this motion Passed 10 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
EXCUSED: Austin Quinn-Davidson

9. AUDIENCE PARTICIPATION

10. ASSEMBLY COMMENTS

Crystal Kennedy, Assembly Member, spoke.

Pete Petersen, Assembly Member, spoke.

Jamie Allard, Assembly Member, spoke.

11. ADJOURNMENT

Chair LaFrance adjourned the Special Assembly Meeting of March 22, 2022 at 9:24 p.m.

ATTEST:

SUZANNE LAFRANCE, Assembly Chair

BARBARA A. JONES, Municipal Clerk
BAJ/tat

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MUNICIPALITY OF ANCHORAGE

ANCHORAGE ASSEMBLY

**Assembly Chambers, Z.J. Loussac Library
3600 Denali Street, Anchorage, Alaska**

Minutes of the Special Assembly Meeting of March 23, 2022

1. CALL TO ORDER

Chair LaFrance convened the Special Assembly Meeting of March 23, 2022 at 6:04 p.m.

2. ROLL CALL

Present: Jamie Allard, Christopher Constant, Forrest Dunbar, Crystal Kennedy, Suzanne LaFrance, Kameron Perez-Verdia, Pete Petersen, Austin Quinn-Davidson, Felix Rivera, John Weddleton, Meg Zaletel

Excused: None.

A quorum was achieved with 11 Assembly members present or participating telephonically.

3. PLEDGE OF ALLEGIANCE AND LAND ACKNOWLEDGMENT

Dr. Daniel Volland led the pledge.

Assembly Vice-Chair Constant read the Land Acknowledgement.

4. UNFINISHED BUSINESS

Clerk's Note: Assembly Member Dunbar requested a moment of personal privilege.

Christopher Constant moved, to Change the Order of the Day to take up item
Felix Rivera seconded, 6.A.
and this motion Passed 10 - 1.

AYES: John Weddleton, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia, Austin Quinn-Davidson

NAYS: Jamie Allard

4.A. Ordinance No. AO 2022-37(S-1), an ordinance of the Anchorage Assembly providing for reapportionment of the Assembly Election Districts, Assembly Reapportionment Committee.

4.A.1. Assembly Memorandum No. AM 122-2022.

4.A.2. Information Memorandum No. AIM 31-2022.

4.A.3. Information Memorandum No. AIM 32-2022.

4.A.4. Information Memorandum No. AIM 50-2022. (Laid-on-the-Table.)

(PUBLIC HEARING WAS CLOSED 3-15-2022. NO MOTION PENDING.)

Christopher Constant moved, to Approve AO 2022-37(S-1)
Meg Zaletel seconded,
and the motion on this document, as amended, Passed 9 - 2.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Forrest Dunbar, Kameron Perez-Verdia, Austin Quinn-Davidson
NAYS: Felix Rivera, Meg Zaletel

Meg Zaletel moved, to Amend AO 2022-37 (S-1) by substituting the
Felix Rivera seconded, map in the AO with the Zaletel and Rivera
Amended Map 11 v2
and this motion Failed 4 - 7.

AYES: John Weddleton, Jamie Allard, Felix Rivera, Meg Zaletel
NAYS: Pete Petersen, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Forrest Dunbar, Kameron Perez-Verdia, Austin Quinn-Davidson

Clerk's Note: Assembly Member Rivera requested a moment of personal privilege.

Christopher Constant moved, to Amend AO 2022-37 (S-1) by substituting the
Meg Zaletel seconded, map in AO with the Constant Amended Map 11
v2 (as amended)
and this motion Failed 3 - 8.

AYES: Felix Rivera, Christopher Constant, Meg Zaletel
NAYS: John Weddleton, Jamie Allard, Pete Petersen, Crystal Kennedy, Suzanne LaFrance, Forrest Dunbar, Kameron Perez-Verdia, Austin Quinn-Davidson

Dean Gates, Assembly Counsel, spoke.

Christopher Constant moved, Extend Debate on item 4.A. and the Special
Pete Petersen seconded, Assembly Meeting of March 23, 2022 by one
hour
and this motion Passed 11 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia, Austin Quinn-Davidson

Christopher Constant moved, to Amend AO 2022-37(S-1) by substituting the
Austin Quinn-Davidson seconded, map in AO with the Constant Amended Map 11
v2
and this motion Passed 8 - 3.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Suzanne LaFrance, Christopher Constant, Forrest Dunbar, Kameron Perez-Verdia, Austin Quinn-Davidson
NAYS: Felix Rivera, Crystal Kennedy, Meg Zaletel

Christopher Constant moved, to Amend AO 2021-37(S-1) with Constant
Felix Rivera seconded, Amendment No. 1 as follows:

AO Section 1, p. 1, beginning at line 36,

amend to read as follows:

... The revisor of ordinances shall replace the existing map in Anchorage Municipal Code section 2.25.010 with Exhibit A as adopted by the Assembly with any amendments and, prior to codification, shall remove the "Summary" box with narrative description of amendments; modify depiction of boundaries to only reflect final new adopted "Assembly Districts" boundaries; and replace the title of the map with "Official Assembly Election Districts Map (insert final AO cite)". The revisor of ordinances may make other conforming amendments as necessary and within authority of AMC section 1.05.070.

AND AO p. 2 at line 21, amend by inserting new Sections 3 and 4 and renumbering subsequent sections accordingly, new Sections 3 and 4 to read as follows:

Section 3. The new Assembly seat for District 1 shall be designated Seat L. And, to align with the staggered terms structure of Assembly seats with three-year terms, Seat L shall have its first full term begin with certification of the regular election to be held in April 2025. The change to quorum and majority voting requirements in the Anchorage Municipal Code necessary to reflect a twelfth Member shall not be effective until and upon certification of an election seating a Member in the twelfth seat for the first time.

Section 4. The Assembly hereby finds and declares, given all the circumstances and the regular election cycle for election of Assembly Members at the end of their terms, that this reapportionment and adoption of the new Assembly Election Districts map in Section 1 does not require the truncation of any incumbent Member's term. All current sitting Assembly Members may complete their current terms and shall represent constituents within the new Assembly Election District boundaries adopted herein upon the effective date of

this ordinance.

and this motion Passed 11 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia, Austin Quinn-Davidson

Jamie Allard moved,
Crystal Kennedy seconded,

to Amend Constant Amendment No. 1 as follows:

to delete section 4

and this motion Passed 11 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia, Austin Quinn-Davidson

Barbara Jones, Assembly Branch, Municipal Clerk, spoke.

Christopher Constant moved,
Meg Zaletel seconded,

to Amend AO 2022-37(S-1) with Constant Amendment No. 2 as follows:

AO Section 2, p. 2, at lines 8, amending as follows:

1. District 1 (North Anchorage) [(DOWNTOWN)], two [ONE] members.
2. District 2 (Eagle River/Chugiak), two members.
3. District 3 (West Anchorage), two members.
4. District 4 (Midtown [CENTRAL] Anchorage), two members.
5. District 5 (East Anchorage), two members.
6. District 6 (South Anchorage), two members.

and this motion Passed 11 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia, Austin Quinn-Davidson

John Weddleton moved,
Jamie Allard seconded,

to Amend Constant Amendment No. 2 as follows:

to change the term "Midtown" back to "Central"

and this motion Failed 1 - 10.

AYES: John Weddleton

NAYS: Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia, Austin Quinn-Davidson

Crystal Kennedy moved,
Jamie Allard seconded,

to Amend Constant Amendment No. 2 as follows:

2. District 2 (Chugiak, Eagle River, JBER) [(EAGLE RIVER/CHUGIAK)], two members.

and this motion Passed 11 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia, Austin Quinn-Davidson

Suzanne LaFrance moved,
John Weddleton seconded,

to Amend Constant Amendment No. 2 as follows:

6. District 6 (South Anchorage, **Girdwood, Turnagain Arm**), two members.

and this motion Passed 11 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia, Austin Quinn-Davidson

Christopher Constant moved,
Pete Petersen seconded,

for Immediate Reconsideration of AO 2022-37(S-1), As Amended

and this motion Failed 0 - 11.

NAYS: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia, Austin Quinn-Davidson

5. ITEM FOR ACTION

- 5.A. Resolution No. AR 2022-96, a resolution of the Anchorage Municipal Assembly declaring the process to fill the new twelfth Assembly Member seat and calling for a Special Election, Assembly Vice-Chair Constant.**

Barbara Jones, Assembly Branch, Municipal Clerk, spoke.

Pete Petersen moved,
Meg Zaletel seconded,

to Approve AR 2022-96

and this motion Passed 11 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia, Austin Quinn-Davidson

Christopher Constant moved,
Pete Petersen seconded,

for Immediate Reconsideration of AO 2022-96

and this motion Failed 0 - 11.

NAYS: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia, Austin Quinn-Davidson

6. NEW PUBLIC HEARING

- 6.A. Ordinance No. AO 2022-44, an ordinance providing financial resources for labor, supplies, and other expenditures required to address municipal response to Coronavirus Disease 2019 (COVID-19) by appropriating an amount Not To Exceed \$7,000,000 in Interfund Loan Proceeds from the Alcoholic Beverages Retail Sales Tax Fund (206000), to the COVID-19 Response AO Fund (231803), and providing a plan for future reimbursement of said appropriation, Office of the Mayor.**
 - 6.A.1. Assembly Memorandum No. AM 186-2022.**

6.A.2. Ordinance No. AO 2022-44(S), an ordinance providing financial resources for labor, supplies, and other expenditures required to address municipal response to Coronavirus Disease 2019 (COVID-19) by appropriating an amount Not To Exceed \$7,000,000 in Interfund Loan Proceeds from the Areawide General Fund (101000) [Alcoholic Beverages Retail Sales Tax Fund (206000)], to the COVID-19 Response AO Fund (231803), approving a temporary exception to the unreserved fund balance designation policy for the Municipality of Anchorage, and providing a plan for future reimbursement of said appropriation, Assembly Members Zaletel and Quinn-Davidson. (Laid-on-the-Table.)
6.A.3. Assembly Memorandum No. AM 186-2022(A).

Assembly Member Zaletel declared a potential conflict of interest on Item 6.A. Based on review by the Body, Chair LaFrance ruled that Assembly Member Zaletel did not have a conflict of interest.

Chair LaFrance opened the public hearing. There was no one to testify and she closed the public hearing.

Christopher Constant moved, to Approve AO 2022-44(S)
Meg Zaletel seconded,
and this motion Passed 9 - 2.

AYES: John Weddleton, Pete Petersen, Felix Rivera, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia, Austin Quinn-Davidson
NAYS: Jamie Allard, Crystal Kennedy

Clerk's Note: Assembly Chair LaFrance read two Supplemental Laid on the Table Items into the record item 4.A.4., AIM 50-2022 and item 6.A.2., AO 2022-44(S).

Amy Demboski, Municipal Manager, spoke.

Patrick Bergt, Municipal Attorney, spoke.

Christopher Constant moved, for Immediate Reconsideration of AO 2022-44(S)
Meg Zaletel seconded,
and this motion Failed 0 - 11.

NAYS: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia, Austin Quinn-Davidson

7. AUDIENCE PARTICIPATION

Dave Weir spoke.

Christian Harrison spoke.

Sherry Coburn spoke.

Felix Rivera moved, to Extend the Special Assembly Meeting of
Christopher Constant seconded, March 23, 2022 to 9:15 p.m.

and this motion Passed 11 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia, Austin Quinn-Davidson

Nial Sherwood Williams spoke.

Terria D. Clark spoke.

Karen Harrell spoke.

Yarrow Silvers spoke.

8. ASSEMBLY COMMENTS

Kameron Perez-Verdia, Assembly Member, spoke.

Forrest Dunbar, Assembly Member, spoke.

Meg Zaletel, Assembly Member, spoke.

Christopher Constant, Assembly Vice-Chair, spoke.

Crystal Kennedy, Assembly Member, spoke.

Felix Rivera, Assembly Member, spoke.

Pete Petersen, Assembly Member, spoke.

Jamie Allard, Assembly Member, spoke.

John Weddleton, Assembly Member, spoke.

Suzanne LaFrance, Assembly Chair, spoke.

9. ADJOURNMENT

Chair LaFrance adjourned the Special Assembly Meeting of March 23, 2022 at 9:22 p.m.

SUZANNE LAFRANCE, Assembly Chair

ATTEST:

BARBARA A. JONES, Municipal Clerk
BAJ/tat

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MUNICIPALITY OF ANCHORAGE

ANCHORAGE ASSEMBLY

**Mayors Conference Room, 840
City Hall 632 W. 6th Avenue, Anchorage, Alaska**

Minutes of the Assembly Special Emergency Meeting of March 30, 2022

1. CALL TO ORDER

Chair LaFrance convened the Assembly Special Emergency Meeting of March 30, 2022 at 1:01 p.m.

2. ROLL CALL

Present: Jamie Allard, Christopher Constant, Forrest Dunbar, Crystal Kennedy, Suzanne LaFrance, Kameron Perez-Verdia, Pete Petersen, Felix Rivera, John Weddleton, Meg Zaletel

Excused: Austin Quinn-Davidson

A quorum was achieved with 10 Assembly members present or participating telephonically.

3. PLEDGE OF ALLEGIANCE AND LAND ACKNOWLEDGMENT

Assembly Chair LaFrance led the pledge.

Assembly Vice-Chair Constant read the land acknowledgment.

4. RESOLUTION FOR ACTION

4.A. Resolution No. AR 2022-97, a resolution of the Anchorage Municipal Assembly extending the Declaration of Civil Emergency (Avalanche) issued by the Mayor of the Municipality of Anchorage on March 26, 2022, Department of Law.

Crystal Kennedy moved, to Approve AR 2022-97
Jamie Allard seconded,

and the motion on this document, as amended, Passed 10 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia

EXCUSED: Austin Quinn-Davidson

Meg Zaletel moved, to Extend the Assembly Special Emergency
Christopher Constant seconded, Meeting of March 30, 2022 to 1:45 p.m.
and this motion Passed 10 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
EXCUSED: Austin Quinn-Davidson

Amy Demboski, Municipal Manager, spoke.

Alex Boyd, Deputy Fire Chief, Anchorage Fire Department, spoke.

Blair Christensen, Deputy Municipal Attorney, spoke.

Meg Zaletel moved,
Christopher Constant seconded,

to Amend AR 2022-97 on page 2, after section 1, as follows:

Section 2. The Assembly shall be provided a written update on the status of the emergency by COB each Wednesday.

and this motion Passed 10 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
EXCUSED: Austin Quinn-Davidson

Christopher Constant moved,
Felix Rivera seconded,

to Extend the Assembly Special Emergency Meeting of March 30, 2022 to 1:55 p.m.

and this motion Passed 10 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
EXCUSED: Austin Quinn-Davidson

John Weddleton moved,
Meg Zaletel seconded,

to Amend AR 2022-97 on page 1, section 1, as follows:

to change the date from "April 15" to "April 19"

and this motion was withdrawn.

Jamie Allard moved,
Meg Zaletel seconded,

for Immediate Reconsideration of AR 2022-97

and this motion Failed 0 - 10.

NAYS: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance, Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
EXCUSED: Austin Quinn-Davidson

**Emergency Ordinance No. EO 2022-1, an emergency ordinance of the Municipality of Anchorage providing financial resources for labor, supplies, and other expenditures required to address municipal response to the Avalanche by: appropriating an amount Not To Exceed \$1,500,000 from an Interfund Loan from the Areawide General Fund (101000) to the Disaster Recovery Fund (231804); approving a temporary exception to the Unreserved Fund Balance Designation Policy for the Municipality of Anchorage; And a plan for future reimbursement of said appropriation, Office of the Mayor. (Laid-on-the-Table.)
Assembly Memorandum No. AM 191-2022.**

Meg Zaletel moved, to Approve EO 2022-1
Christopher Constant seconded,
and this motion Passed 10 - 0.

AYES: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance,
Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
EXCUSED: Austin Quinn-Davidson

Jamie Allard moved, for Immediate Reconsideration of EO 2022-1
Meg Zaletel seconded,
and this motion Failed 0 - 10.

NAYS: John Weddleton, Jamie Allard, Pete Petersen, Felix Rivera, Crystal Kennedy, Suzanne LaFrance,
Christopher Constant, Meg Zaletel, Forrest Dunbar, Kameron Perez-Verdia
EXCUSED: Austin Quinn-Davidson

Amy Demboski, Municipal Manager, spoke.

Cheryl Frasca, Office of Management and Budget, Director, spoke.

Travis Frisk, Chief Financial Officer, spoke.

5. AUDIENCE PARTICIPATION

Nial Sherwood Williams spoke.

6. ASSEMBLY COMMENTS

7. ADJOURNMENT

Chair LaFrance adjourned the Assembly Special Emergency Meeting of March 30, 2022 at 2:02 p.m.

ATTEST:

SUZANNE LAFRANCE, Assembly Chair

BARBARA A. JONES, Municipal Clerk
BAJ/tat

Electronic versions of archived meeting minutes can be found online at <http://www.muni.org/watchnow>. Also access live streaming audio and video, view documents and download podcasts. Keep up to date with municipal meetings.

ANCHORAGE, ALASKA
AR No. 2022-226

1 **A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING**
2 **THE RENEWAL OF THE MUNICIPAL MARIJUANA LICENSE FOR RETAIL**
3 **ESTABLISHMENT: THE HERBAL CACHE, #M19277; STATING THE**
4 **ASSEMBLY'S WAIVE OF PROTEST TO THE RENEWAL OF STATE OF**
5 **ALASKA MARIJUANA LICENSE NUMBER 19277, FOR THE SAME**
6 **ESTABLISHMENTS, RESPECTIVELY; AND AUTHORIZING THE MUNICIPAL**
7 **CLERK TO TAKE CERTAIN ACTION.**

8
9 (Girdwood Community Council)

10
11 **WHEREAS**, the Municipal Clerk received timely municipal applications for the
12 renewal of municipal marijuana establishment licenses for the September 1, 2022 –
13 August 31, 2023 licensing period for the following establishments:

14
15 **Retail:**

16 The Herbal Cache, #M19277

17
18 **WHEREAS**, the Municipal Clerk received notice of the State of Alaska marijuana
19 license renewal deemed complete by the Alcohol and Marijuana Control Office
20 (AMCO) for the above establishment; and

21
22 **WHEREAS**, per Anchorage Municipal Code (AMC) 10.80.036C. and 10.80.036E.,
23 the Clerk sent notice to each Community Council of all the marijuana establishments
24 expected to renew within its boundaries before May 1, 2022, and the Clerk sent
25 notice to each respective Community Council of each establishment's renewal
26 application upon determining an application was complete; and

27
28 **WHEREAS**, the Assembly must enter any protest to AMCO within 60 days following
29 the date the AMCO director sent notice of the deemed complete state renewal
30 application; and

31
32 **WHEREAS**, the Anchorage Municipal Clerk received a copy of the renewal
33 application on June 9, 2022 and has determined that the last day for the Assembly
34 to file a protest is on August 8, 2022; and

35
36 **WHEREAS**, the Assembly Meeting on July 26, 2022 is the last scheduled regular
37 meeting of the Anchorage Assembly prior to the expiration of the protest period; and

38
39 **WHEREAS**, the municipal renewal applications submitted for the marijuana
40 establishment licenses listed above generally meet the applicable provisions of
41 AMC chapter 10.80; and
42

10.B.1.

1 **WHEREAS**, the Municipal Clerk reports the following status concerning the above
2 establishments:

- 3
4 1. Any State of Alaska violations and/or Municipal violations are attached; and
5 2. Changes from the marijuana establishment's original license application or
6 last renewal application regarding the name of the establishment, the
7 premises diagram, the operating plan, and product list must be reported. Any
8 of these changes are attached; and
9 3. No taxes, fees, or fines are owed to the Municipality of Anchorage; and
10 4. Special land use permits for marijuana required by AMC 21.05.055 and AMC
11 21.50.420 have been approved by the Assembly; and
12 5. Certifications from the Planning Department, Anchorage Fire Department,
13 Code Abatement, Land Use Enforcement, Anchorage Police Department,
14 and the Anchorage Health Department have been received; and
15 6. Attached are any comments received from community councils on the license
16 renewals.
17

18 **THE ANCHORAGE ASSEMBLY RESOLVES:**

19
20 **Section 1.** Renewal of the municipal marijuana establishment licenses held by
21 the above establishments is hereby approved.
22

23 **Section 2.** Failure to comply with the conditions of the individual licenses and the
24 applicable provisions of Anchorage Municipal Code shall constitute grounds for
25 modification or revocation of the license.
26

27 **Section 3.** The renewed marijuana licenses approved by this resolution expire on
28 August 31, 2023.
29

30 **Section 4.** The Anchorage Assembly hereby authorizes the Municipal Clerk to
31 provide written notice to the AMCO that the Assembly has no objection to the
32 renewal of the State of Alaska marijuana licenses for the above establishments.
33

34 **Section 5.** This resolution shall be effective upon passage and approval.
35

36 PASSED AND APPROVED by the Anchorage Assembly this _____ day
37 of _____, 2022.
38
39
40

41 _____
Chair of the Assembly

42 **ATTEST:**
43
44
45
46
47

Municipal Clerk

Renewal Application for Municipal Marijuana Establishment License

Municipality of Anchorage
Clerk's Office
PO Box 196650
Anchorage, AK 99519-6650

#10.B.1.

APPLICANT INFORMATION

Name of Authorized Applicant (see 3 AAC 306.020(d)) (last, first, MI):

Carse Brent

Home Physical Address:

317 Timberline dr

Contact Phone - Day:

907-764-7108

Contact Cell:

City, State, Zip Code:

Girdwood, AK 99587

Business Mailing Address:

PO Box 822

E-mail (required):

Brent.Carse@gmail.com

City, State, Zip Code:

Girdwood, AK 99587

MARIJUANA ESTABLISHMENT INFORMATION

Business Owner and Doing Business As Name:

The Herbal Cache LLC

Municipal License Number: M

19277

☐ Cultivation Facility (including Limited Cultivation Facility)

☐ Testing Facility

☐ Manufacturing Facility (including Concentrate Manufacturing Facility)

☒ Retail Sales Establishment

☐ On-Site Consumption Endorsement

PROPERTY INFORMATION

Site Street Address:

158 Holmgren pl, Girdwood, AK 99587

Any dwelling units on the property?

☐ Yes

☒ No

Any liquor licenses on the property?

☐ Yes

☒ No

APPLICATION REQUIREMENTS (Supporting documents must be submitted with renewal application.)

☐ Signed (original)

☐ List of all licensees and affiliates (3 AAC 306.020) with their home physical addresses (use additional sheet if necessary)

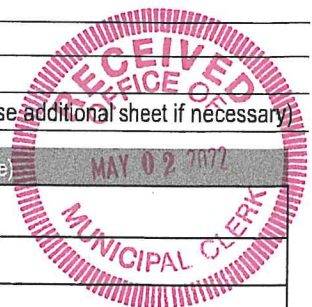
☐ Report any changes from last submitted application as required by AMC 10.80.036 (must also submit a change report/transfer application).

(Additional information may be required)

SWORN STATEMENT LISTING ALL CRIMINAL CHARGES ON WHICH THE LICENSEE(S) HAVE BEEN CONVICTED AND ANY CIVIL VIOLATION OF AS 04, AS 17.38, OR TITLE 10.80 IN THE CURRENT AND PREVIOUS CALENDAR YEARS AS REQUIRED BY AMC 10.80.036B.

I, the applicant, hereby swear that the following is a complete list of all such convictions for each proposed owner and manager of the marijuana establishment. None

(use additional sheet if necessary)



RECENT REGULATORY INFORMATION (Events that have occurred in the last 1 year for all or a portion of the site)

☐ Building or Land Use Permit:

☐ Land Use Enforcement Action:

☐ Nonconforming Determination requested for property?

ALL LICENSEES & AFFILIATES (3 AAC 306.306.020, use additional sheet if necessary)

Current Licensees and Affiliates:

Last, First, MI

Home Physical Address:

Carse, Brent

317 Timberline dr., Girdwood, AK 99587

10.B.1.

BC (initial) I hereby certify that I am owner of the property described above, or that I have permission from the owner to use the property described above, and that I am applying for a municipal license renewal in conformance with Title 10 and Title 21 of the Anchorage Municipal Code. My establishment will remain in conformance with municipal code at all times.

BC (initial) If I am applying for a license renewal for a marijuana cultivation facility, marijuana manufacturing facility, or marijuana retail sales establishment, I swear that neither I nor any proposed licensee (as defined in 3 AAC 306.020(b)(2)), agent, or employee of the proposed licensee, have any ownership or financial interest in any marijuana testing facility. If I am applying for a license renewal for a marijuana testing facility, I swear that neither I nor any proposed licensee, agent, or employee of the proposed licensee, have any ownership or financial interest in any marijuana cultivation facility, marijuana manufacturing facility, or marijuana retail sales establishment.

BC (initial) I hereby swear that no proposed licensee (as defined in 3 AAC 306.020(b)(2)) owes past-due taxes (property, business personal property, or other), fees (utility or other), or fines (traffic, library, trash, or other) to the municipality.

BC (initial) In accordance with AMC 10.80.056, I will immediately provide the Municipal Clerk with any communication from the state Marijuana Control Board disclosing the substance of information received by the Board as a result of a criminal history record check.

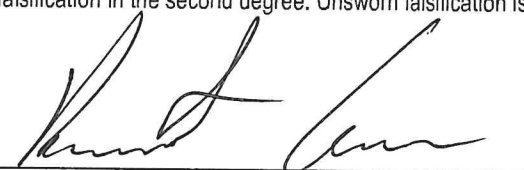
BC (initial) I acknowledge that the Assembly may deny my renewal application for a marijuana establishment license for any of the reasons listed in AMC 10.80.080.

BC (initial) In accordance with AMC 10.80.036B.b., I have read and am familiar with AS 17.38 and AMC 10.80 and will comply with all applicable requirements.

MODIFICATION INFORMATION (If applicable; if not applicable, select N/A.)

The licensed premises area is increasing by _____ square feet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
A caretaker's unit is being added to the property.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
My retail store is within 500 feet of a residential zoning district, and I am increasing my hours of operation from _____ to _____.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
My retail store is within 500 feet of a residential zoning district, and I am increasing the number of outdoor light fixtures.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
In my retail store , I am increasing the retail sales area within the licensed premises area by _____ square feet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
In my cultivation establishment , I am increasing my cultivation area within the licensed premises area by _____ square feet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
In my manufacturing establishment , I am adding a type of extraction process not previously approved for my facility.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
My modification is not listed above and/or I have additional modifications to those checked above.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
Please describe all the proposed modification(s) on a separate sheet, and attach any drawings or plans that show the proposed modifications.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

I state, under penalty of perjury, that my name and signature or mark are shown on this application and that I am the individual making the foregoing application and authorized agent for this business **and affirm that the answers to the questions, the sworn statements regarding (1) a person other than the proposed licensee(s) may not have a direct or indirect financial interest in the business being issued the license per AMC 10.80.015A (2) listing all criminal convictions and (3) past due taxes, fines, and fees, and all other information contained in this application are true and complete to my knowledge.** WARNING: I understand that it is illegal to falsely sign or forge a signature. Falsely signing this declaration is an offense and may be prosecuted. It is a crime to submit a false written statement. AMC 8.30.170 - Unsworn falsification in the second degree. Unsworn falsification is a class A misdemeanor. AS 11.56.220, AS 11.56.235, AS 11.56.240


 Signature of Applicant

Date

4/18/22



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

10.B.1.
**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

June 9, 2022

Municipality of Anchorage

Attn: Mandy Honest

VIA Email: honestml@ci.anchorage.ak.us; mjlicenses@muni.org

Cc: mclaughlinfd@muni.org; odellsm@muni.org; yellerj@muni.org; gloria.stewart@anchorageak.gov;
lori.blake@anchorageak.gov;

License Number:	19277
License Type:	Retail Marijuana Store
Licensee:	The Herbal Cache LLC
Doing Business As:	The Herbal Cache LLC
Physical Address:	158 Holmgren Place – Ste 101 Girdwood, AK 99587
Designated Licensee:	Brent Carse
Phone Number:	907-764-7108
Email Address:	Ak.powder@hotmail.com

☒ **License Renewal Application**

☐ **Endorsement Renewal Application**

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to me the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

Municipality of Anchorage



10.B.1.

P.O Box 390
Girdwood, Alaska 99587
<http://www.muni.org/gbos>
David Bronson, Mayor

GIRDWOOD VALLEY SERVICE AREA BOARD OF SUPERVISORS
Mike Edgington and Briana Sullivan, Co-Chairs
Jennifer Wingard, Amanda Sassi, Guy Wade

LETTER OF NON-OBJECTION

Municipal Clerk's Office

May 17, 2022

RE: The Herbal Cache Marijuana License Renewal 2022

The Girdwood Board of Supervisors (GBOS), by a vote of 5 in favor 0 opposed at the May 16, 2022 Regular meeting, has no objection to the marijuana retail renewal listed below:

M19277 THE HERBAL CACHE 158 Holmgren Pl., Ste. 101 Girdwood

The Girdwood Land Use Committee recommended Non-Objection by a vote of 9in favor, 0 opposed with 3 abstaining, at their May 9, 2022 regular meeting.

Mike Edgington, Land Use Supervisor

May 17, 2022

Date

Witness



MUNICIPALITY OF ANCHORAGE # 10.D.1.

ASSEMBLY MEMORANDUM

No. AM 392-2022

Meeting Date: July 26, 2022

1 **FROM: MAYOR**

2
3 **SUBJECT: ANCHORAGE TRANSPORTATION COMMISSION**
4 **APPOINTMENT (WILLIAM HAGOOD)**
5

6 I have appointed the following individual to the Anchorage Transportation
7 Commission:
8

9 Seat 6 **William Hagood** Term Expires: 10/14/2023
10

11 Resume is attached for your information. Confirmation is requested at the
12 regularly scheduled meeting on July 26, 2022.
13

14 Respectfully Submitted,
15

16 Dave Bronson
17 Mayor
18

19 Attachments

S. William Hagood

LICENSED RELATIONSHIP MANAGER

KEYBANK, Anchorage, AK~2012-2021

- ▶ **Investment Leader** for all four Anchorage Branches and acted in an advisory role for the South & Fifth Avenue Branches.
- ▶ **Client Financial Affluency** by building strong enduring relationships through great customer service coupled with consistent, organized follow up.
- ▶ **Wealth Management Options** through recommendations for educational and retirement planning in addition to overall investment strategies.
- ▶ **Learning & Development** by supervision of new team members to ensure adherence with company guidelines.
- ▶ **Currently Licensed** through August 2021 for both FINRA Series 66 & Series 7 licensures as well as a Notary for Alaska.
- ▶ **Awarded Licensed Banker** of the month 6 consecutive terms with KeyBank.

PROFESSIONAL EXPERIENCE

CREDIT UNION 1, Anchorage, AK ~2011–2012

Sales & Service Officer—Understand and assist with client needs for loan products available with the credit union.

- ▶ **Provided Best in Class** customer service by listening to the customer about their desire for a certain loan type.
- ▶ **Asking Questions** by interviewing the customer to make the right recommendations into the appropriate loan products.
- ▶ **Approval of Commercial, Real Estate, and Credit Loan Applications** in record time to assist the customer with a balanced decision to fund loans based on credit worthiness.

WELLS FARGO BANK, Anchorage, AK~1998–2011

Regional Bank Private Banker— Managed the portfolios of three branches high net worth customers between \$250,000 to \$1,000,000.

- ▶ **Transitioned Customers** to the Private Bank from my portfolios once I assisted with increasing their net worth above \$1,000,000.
- ▶ **Training both licensed** and unlicensed bankers throughout the State of Alaska on customer service as well as compliance, bank policy, and FINRA rules.
- ▶ **Awarded Trips to Mexico** for being the Top One Percentile Performer and a celebration in San Francisco for being a Top Performer, as well as a cruise through Canada for being a Top Performer.

EDUCATION

AMERICAN INSTITUTE OF BANKING – **Certifications for Banking Operations & Banking Supervision** (2006)

PENDLETON HIGH SCHOOL - **High School Diploma** (1983)

COMMUNITY SERVICE & ADDITIONAL INFORMATION

BOARD MEMBER 1st CME Church, **BOARD MEMBER** Masonry Lodge, **FUTURE MEMBER** Midtown Rotary

PROUD EXPERIENCES, PLEASE ASK! – Squad Leader U.S. ARMY & AK ARMY NAT'L GUARD; District Manager Burger King



MUNICIPALITY OF ANCHORAGE # 10.D.2.

ASSEMBLY MEMORANDUM

No. AM 393-2022

Meeting Date: July 26, 2022

1 **FROM: MAYOR**

2
3 **SUBJECT: BUDGET ADVISORY COMMISSION APPOINTMENT (BRIAN**
4 **FLYNN)**

5
6 I have appointed the following individual to the Budget Advisory Commission:

7
8 Seat 2 **Brian Flynn** Term Expires: 6/30/2024

9
10 Resume is attached for your information. Confirmation is requested at the
11 regularly scheduled meeting on July 26, 2022.

12
13 Respectfully Submitted,

14
15 Dave Bronson
16 Mayor

17
18
19 Attachments

BRIAN FLYNN

PROFILE Commercial real estate professional with 20 years of commercial real estate experience. Extensive knowledge of real estate management practices, best-use and practical evaluation of both buildings and vacant land, tenant improvements, capital improvements, budget preparation, implementation, and reconciliation, project management, private and public sector client and tenant relations, and most all other aspects within the industry.

EXPERIENCE

SENIOR REAL ESTATE MANAGER & ASSOCIATE BROKER

COLLIERS INTERNATIONAL, ANCHORAGE, AK

June 2018 -Present

COLDWELL BANKER COMMERCIAL/CBC ADVISORS, ANCHORAGE, AK

December 2013 – June 2018

- Execute on-site management and operation of the Robert B Atwood Building, as well as oversight of the Linny Pacillo Parking Garage and the Geological Materials Center in Anchorage and Palmer, Alaska comprising just under 1 million square feet.
- Consult daily, weekly, & monthly with State of Alaska (SOA) representatives regarding daily activities, short term expectations, and long-term capital improvement goals to achieve maximum return on property investments.
- Operate the Buildings with a sense of ownership while remaining cognizant of the fiduciary responsibility to the citizens of Alaska and the Owner's best interest to accomplish goals and minimize waste.
- Execute annual budgets presented by SOA Representative for each property and worked to meet or exceed established performance objectives based on budget and client expectations.
- Manage internal Building Management Office Staff along with Service Contractors daily and delegated responsibilities.
- Prepare and submit ITBs & RFPs for various State of Alaska tenant improvement and capital improvement projects at the Robert B Atwood Building, Linny Pacillo Parking Garage, Geologic Materials Center, and Palmer State Office Building.
- Communicate, negotiate, and coordinate with subcontractors regarding bid estimations and contracts for seasonal maintenance, annual preventative maintenance, daily repairs, and capital improvements in order to maintain and improve the properties.

10.D.2.

- Serve as a Construction manager on behalf of the SOA for tenant improvements, capital improvements, upgrades and repairs totaling over \$31M.
- Review and approve all AP invoices for Owner review weekly.
- Prepare monthly reports and submit them for Owner review.
- Maintain life safety procedures to ensure well-being of building occupants.
- Liaison to the building tenant representatives regarding maintenance issues.

COMMERCIAL PROPERTY MANAGER & ASSOCIATE BROKER

PTP MANAGEMENT, INC, ANCHORAGE, AK

January 2003 – November 2013

- Executed day to day operation and oversight of commercial real estate properties, which has included over 800,000 square feet of Class A and B office, medical, retail, warehouse, and industrial use with an ownership mentality for third party owners.
- Consulted with building owners regarding both short term expectations and long-term capital improvement goals to achieve maximum return on property investments.
- Created annual budgets for property owners and implemented them for each property.
- Worked to meet or exceed established performance objectives based on budget and client expectations.
- Collected rents and revenues for each property and communicated with tenants to ensure timely payment of rents.
- Authorized to review AP invoices and submitted them for payment from trust account funds.
- Prepared monthly accounting reports for each owner's review.
- Established subcontracts for seasonal and preventive maintenance for each property.
- Served as a project manager on behalf of the owner for tenant improvements, capital improvements, upgrades and repairs.
- Liaison to the building tenants regarding maintenance issues and requests, lease renewals, and lease interpretation.
- Marketed and presented vacant lease space and negotiate new lease with prospective tenants and their representatives.
- Coordinated with clients to locate, lease and purchase commercial real estate properties throughout Alaska.

10.D.2.

LICENSED REAL ESTATE ASSISTANT

PACIFIC TOWER PROPERTIES, INC, ANCHORAGE, AK

July 2001 – December 2002

- Assisted two commercial real estate professionals with day to day requests regarding the properties they represented and listed.
- Created marketing materials to include pamphlets and online website packages for review by potential clients and representatives for purchasing and leasing of commercial properties which included vacant land, office, retail, warehouse, and industrial use buildings.
- Maintained all records in the Multiple Listing Service (MLS) for each listing.
- Met with potential purchasers and lessees, and assisted in the showing of properties for sale and for lease
- Interacted with property owners regarding purchase and lease requests and assisted in the negotiation of those leases and purchase agreements to complete the transactions.

EDUCATION, LICENSES, & CERTIFICATIONS

2020

HARVARD MANAGE-MENTOR/COLLIERS MANAGEMENT DEVELOPMENT PROGRAM

2007

STATE OF ALASKA LICENSED ASSOCIATE BROKER - LICENSE #15612

2001

STATE OF ALASKA LICENSED SALESPERSON - LICENSE #15612

1997

BRYANT UNIVERSITY, SMITHFIELD, RI

1991

UNIVERSITY OF CONNECTICUT, STORRS, CT



MUNICIPALITY OF ANCHORAGE # 10.D.3.
ASSEMBLY MEMORANDUM

No. AM 394-2022

Meeting Date: July 26, 2022

FROM: MAYOR

**SUBJECT: SOLID WASTE AND RECYCLING ADVISORY COMMISSION
APPOINTMENTS (SUZANNA CALDWELL, GRANT
YUTRZENKA)**

I have appointed the following individual to the Solid Waste and Recycling
Advisory Commission:

Seat 4 **Suzanna Caldwell** Term Expires: 10/14/2024

Seat 5 **Grant Yutrzenka** (Reappointment) Term Expires: 10/14/2024

Resumes and attendance records are attached for your information. Confirmation
is requested at the regularly scheduled meeting on July 26, 2022.

Respectfully Submitted,

Dave Bronson
Mayor

Attachments



Suzanna Caldwell

10.D.3.

Experienced communicator and project manager with a background in solid waste and recycling. An adaptable and creative thinker with a passion for climate justice and social equity. Nimble multitasker, thorough researcher, strong at managing both long and short-term projects. Adept at leveraging resources for maximum community impact. Thoughtful, effective communicator with expertise in government relations and media.

EXPERIENCE

Tech Deployment Track Lead, Launch Alaska

Anchorage, Alaska -- 2021- Present

Develops and executes Launch Alaska's Tech Deployment Track, an 8-month accelerator program that brings startups focused on deploying game-changing climate technologies in Alaska.

Recycling Coordinator, Municipality of Anchorage Department of Solid Waste Services

Anchorage, Alaska -- 2017- 2021

Managed recycling education, outreach and program implementation in Alaska's largest city. Worked with a small team to improve recycling programs throughout the city with an emphasis on equity and accessibility. Worked to make meaningful impacts and leverage resources with an annual program budget of less than \$600,000. Managed Solid Waste Services external and internal communications, including government relations and media outreach.

Accomplishments

- Advocated and assisted in design of \$114 million solid waste transfer station and recycling campus (groundbreaking July 2020)
- Designed and implemented Anchorage's first curbside organics residential recycling program and commercial glass recycling program
- 2018 Anchorage Chamber of Commerce Young Professional of the Year finalist

Staff Reporter, Alaska Dispatch News

Anchorage, Alaska — 2012-2017

General assignment reporter at Alaska's largest newspaper. Pitched, reported and managed varied story ideas over different publishing platforms with an emphasis on online and social media.

Accomplishments

- Lead reporter on Iditarod Trail Sled Dog Race coverage (2013-15)
- Multiple Alaska Press Club Award winner, including Best General News Story (2013), Best Sports Reporting (2014) and Best Investigative Story (2014)

Features Reporter/Editor, Fairbanks Daily News-Miner

Fairbanks, Alaska — 2010-2012

Produced and created content for three weekly sections including arts and entertainment, food and general lifestyles/Alaskana. Managed a group of 12-20 freelancer contributors and associated budget.

EDUCATION

University of Alaska Anchorage; Anchorage, Alaska

BA, Journalism and Public Communications — 2006-2010

SKILLS

Adobe Photoshop, Adobe InDesign, Canva, Microsoft Office Suite,

CERTIFICATIONS

Solid Waste Association of North America Zero Waste certification

INTERESTS

Mountain biking, dogs, running, Alaska, travel, cooking & eating delicious food.

Professional Experience

- Anchorage Water and Wastewater Utility** February '19 - Present
Chief Financial Officer and Director, Finance Division
Manage all financial aspects of two regulated utilities. Responsible for securing financing for capital projects and general operations. Directs and monitors the long range financial plan, budget, financial reporting and financial statements.
- Arctic Wire Rope and Supply, Inc.** Oct. '13 – April '15
Vice President
Responsible for all aspects of the business; sales, financial results, personnel, etc. Organized morning management huddles to ensure priorities for day. Created systems and process for quote, sales, and on time delivery, inventory tracking to ensure customer satisfaction.
- Anchorage Municipal Light & Power** Jan. '12 – Oct. '13
CIO/Division Manager, Systems and Communications
Managed Application and Programming, HelpDesk, Network, Communications (Telephony, Fiber Optic Ring, and Microwave) and Document Control departments in order to support utility operating divisions.
- Three Parameters Plus, Inc** Jan. '11 – Dec. '11
Chief Administrative Officer
Managed Accounting, Finance, Purchasing, Sales, Marketing and IT departments. Performed capital and investment analysis.
- Geneva Woods Pharmacy** Jan. '09 – Dec. '10
Vice President Finance and Administration
Managed Accounting, Finance, Purchasing, and IT/technology departments. As a provider of comprehensive services for pharmacy, medical equipment, specialty rehab, and home infusion services that was a data driven, process oriented company, my role was a hands approach, working with all phases of the organization ensuring compliance to standards and GAAP for a successful annual audit and long-term financial planning and forecasting to reach future growth targets.
- Alutiiq/3 SG, LLC** Jan. '08 – Jan. '09
Director of Operations
Managed all aspects of business including sales, marketing, operations and administration for a tech services company primarily serving the medical industry. Conducted business analysis of potential investments in non 8(a) areas.
- GCI Communications Corp.** Nov. '99 – Dec. '07
Vice President – Combined Service Delivery
Manage all service delivery operations and repairs for Consumer, Commercial, Network Access, and Broadband Services.
Vice President, Finance and Operations – Local Services
Oversee the finance and operations groups of a \$60 million business unit, ensuring GAAP and GASB compliance for audit and working with the RCA for regulatory standards.

Worked in a team environment to ensure Network availability. This includes local and long distance calling, Internet, SchoolAccess, Tele-Health, and private line services.

10.D.3.

Director of Business Operations – Broadband Services

Manage all administrative functions for department with double-digit annual growth. This includes budget analysis and planning, preparation of capital cases, project management, as well as negotiating with outside companies for potential strategic investment and “partnering” opportunities.

Director of Administration – Long Distance

Supervising professional staff of business and financial analysts as well as clerical staff. Responsibilities include identifying and implementing revenue enhancement opportunities, ensuring GAAP/GASB compliance for audit and working with the RCA for regulatory compliance. Overseeing revenue and cost forecasting together with budget monitoring and analysis.

UniSea, Inc.

1992 - 1999

General Manager

Responsibilities included overseeing three production plants, two hotels, three bars, three restaurants, a 1200 bed bunkhouse operation, 180 apartments and galley facility preparing up to 5000 meals daily. Annual budget responsibility exceeded \$175 million.

Director of Administration

Worked in production team environment ensuring that all corporate goals are achieved. Lead team in setting targets and accountability. Coaching workers on different approaches or methods to achieve goals. Responsibilities also included corporate planning, logistics, shipping and receiving, information and communication systems, accounting, financial analysis and administrative processes and GAAP compliance for annual audit.

Anpac, Inc. - Controller

1988 - 1991

Worked hands-on in all phases of the business. Lead production personnel increasing yields and throughputs, while reducing unnecessary labor. Managed administrative functions including accounting, personnel, computer systems, etc. Established internal controls, budgeting, forecasting which assisted rural buying areas to achieve targets within specified cost parameters. Developed new source of product by opening new buying stations.

Alban, Martin, and Morten, CPA's - Staff Accountant

1987 - 1988

Performed financial audits and prepared tax returns for clients.

Education

Bachelor of Business Administration, University of Alaska - Anchorage

10.D.3.

2021 SWRAC Attendance												
Member Name	Email	01/20/2021	02/17/2021	03/17/2021	04/21/2021	05/19/2021	07/21/2021	8/31/2021 (SPECIAL)	09/15/2021	10/21/2021	11/17/2021	12/15/2021
Grant Yutrenzka			X	X	X	X	ABSENT	X				



MUNICIPALITY OF ANCHORAGE # 10.D.4.

Assembly Memorandum

No. AM 388-2022

Meeting Date: July 26, 2022

From: ASSEMBLY VICE-CHAIR CONSTANT

Subject: Discontinuing Municipal Tow Operator Business Compliance Quarterly Report.

On December 16, 2014, the Assembly passed AO 2014-137(S) which rewrote Anchorage Municipal Code (AMC) Title 9.54 – Towing Procedures and Title 10.54 – Tow Operator License. Drafting of the AO was done by a group of people including former Assembly Members Dick Traini and Paul Honeman, staff from the Clerk's Office, former Assembly Counsel Julia Tucker and current Assembly Counsel Dean Gates, , Municipal Ombudsman Darrel Hess, the Municipal Legal Department, Code Enforcement, as well as members of the tow industry.

The result of the rewrite was far fewer citizen complaints about towing (such as predatory towing and over charging for release of vehicles), and easily enforceable rules for Municipal Code Enforcement and understandable regulations for the industry (such as regulating nonconsensual tow rates and private party impounds and adding the requirement to participate in the Anchorage Police Department Rotational Tow Program for rotational tow services).

Because the 2014 rewrite appears to be successful in reducing citizen complaints and increasing tow operator compliance as shown in the most recent quarterly reports, which had no incidents listed, the quarterly reporting is no longer necessary. Discontinuing the quarterly reports will result in efficiencies for the Assembly by removing unnecessary reports from the Assembly's agenda.

Prepared by:	Miranda Honest, Business License Official
Approved by:	Barbara A. Jones, Municipal Clerk
Respectfully submitted:	Christopher Constant, Assembly Vice-Chair



MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM
No. AM 389-2022

10.D.5.

Meeting Date: July 26, 2022

From: Municipal Clerk

Subject: 2022-2023 Liquor License Renewals: Beverage Dispensary License: Little Italy Restaurante, LL #2988; Beverage Dispensary License - Tourism: Indian House, LL #553; Restaurant/Eating Place License: Chicken Shack, LL #5596;
(Turnagain Arm, Abbott Loop, and Community Councils)

On **May 31, 2022** the Municipal Clerk's Office received from the Alaska Alcohol and Marijuana Control Office (AMCO), for consideration by the Alcoholic Beverage Control (ABC) Board, notice for the 2022-2023 liquor license renewals for the following establishments:

Beverage Dispensary

Little Italy Restaurante, LL #2988

Beverage Dispensary-Tourism

Indian House, LL #553

Restaurant/Eating Place

Chicken Shack, LL #5596

Any ABC Board violations and/or incidents that would lead to an ABC Board violation are attached for the Assembly's evaluation.

- There are no taxes owing.
- Certifications from the Anchorage Police Department, Anchorage Health Department, the Anchorage Fire Department, Land Use Enforcement, and the Building Safety Official have been received.

Anchorage Municipal Code 21.03.040C.4.a states that any use that includes the retail sale of alcoholic beverages, with the exception of a restaurant or eating place that sells beer and wine for consumption only on the licensed premises, shall be considered by the assembly. **There are special land use permits for all of the above establishments that fall under AMC 21.03.040C.4.a.**

Anchorage Municipal Code 21.03.040C.4.b requires that a restaurant or eating place that sells beer and wine for consumption only on the licensed premises, shall be considered by the director of the Planning Department. **There are special land use permits for all of the above establishments that fall under AMC 21.03.040C.4.b.**

Alaska Statute 04.11.480 provides that if the Assembly wishes to protest the issuance, renewal, relocation or transfer of a liquor license, it may protest within 60

1 days following receipt of the application and the protest will be honored unless the
2 ABC Board finds the protest to be arbitrary, capricious and unreasonable. **The last**
3 **day to protest is on or around July 30, 2022.** July 26, 2022 is the last scheduled
4 regular Assembly meeting before the end of the protest period.

5
6 **Approval of this memorandum waives the Assembly's right to protest the**
7 **application filed with AMCO for the ABC Board, for the 2022-2023 liquor**
8 **licenses for the above establishments.** The Municipal Clerk is authorized to
9 notify the AMCO of the Assembly's action and is authorized to sign on its behalf.

10
11 Respectfully submitted,
12
13

14
15 Barbara A. Jones
16 Municipal Clerk



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

10.D.5.
**Department of Commerce, Community,
and Economic Development**
ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

June 2, 2022

Municipality of Anchorage
Via Email:

Re: Notice of 2022/2023 Liquor License Renewal Application

License Type:	Beverage Dispensary		2988
Licensee:	F. Scott & Ernest LLC		
Doing Business As:	Little Italy Restaurante		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in cursive script that reads "Joan M. Wilson".

Joan Wilson, Director
Alcohol and Marijuana Control Office (AMCO)

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

#10.D.5.

FORM CONTROL

XXXX

ISSUED

06/01/2022

ABC BOARD

LIQUOR LICENSE

2022 - 2023

TEMPORARY

2988

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2023 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispenser

LICENSE FEE: \$2,500.00

1104

CITY / BOROUGH: Anchorage, Muni. of
Anchorage

D/B/A: Little Italy Restaurante
2300 E 88th Street

Mail Address:
F Scott & Ernest, LLC
2300 E 88th Avenue
Anchorage, AK 99507

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

Joan M. Wilson
DIRECTOR

04-900 (REV 5/9/22)

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED

06/01/2022

ABC BOARD

LIQUOR LICENSE

2022 - 2023

TEMPORARY

2988

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2023 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispenser

LICENSE FEE: \$2,500.00

CITY / BOROUGH: Anchorage, Muni. of
Anchorage

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR

D/B/A: Little Italy Restaurante
2300 E 88th Street

Mailing Address:
F Scott & Ernest, LLC
2300 E 88th Avenue
Anchorage, AK 99507

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

04-900 (REV 5/9/22)



Alaska Alcoholic Beverage Control Board

Form AB-17: 2022/2023 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2021 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2022 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Establishment Contact Information

Licensee (Owner):	F Scott & Ernest, LLC	License #:	2988
License Type:	Beverage Dispensary		
Doing Business As:	Little Italy Restaurante		
Premises Address:	2300 E. 88th Avenue, Anchorage, Alaska 99507		
Local Governing Body:	Municipality of Anchorage		
Community Council:	Abbott Loop		

If your mailing address has changed, write the NEW address below:

Mailing Address:	2300 E. 88th Avenue				
City:	Anchorage	State:	AK	ZIP:	99507

Section 1 – Licensee Contact Information

Contact Licensee: The individual listed below must be listed in Section 2 or 3 as an Official/Owner/Shareholder of your entity and must be listed on CBPL with the same name and title.

This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Vasilios Gialopsos	Contact Phone:	907-227-4842
Contact Email:	vasiliasgialopsos@gmail.com		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee about your license, list them below:

Name of Contact:		Contact Phone:	
Contact Email:			

Name of Contact:		Contact Phone:	
Contact Email:			

Name of Contact:		Contact Phone:	
Contact Email:			



Form AB-17: 2022/2023 License Renewal Application

Section 2 – Entity or Community Ownership Information

Sole Proprietors should skip this Section.

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.

<https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	10000464
-----------------------	----------

READ BEFORE PROCEEDING: Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for each new officer with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of any type including non-profit must list ONLY the following:
 - All shareholders who own 10% or more stock in the corporation
 - Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of any type must list ONLY the following:
 - All Members with an ownership interest of 10% or more
 - All Managers (of the LLC, not the DBA) regardless of percentage owned
- Partnerships of any type, including Limited Partnerships must list ONLY the following:
 - Each Partner with an interest of 10% or more
 - All General Partners regardless of percentage owned

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. **If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.**

Name of Official:	Visilios Gialopsos				
Title(s):	Member	Phone:	907-227-4842	% Owned:	50
Mailing Address:	2300 E. 88th Avenue				
City:	Anchorage	State:	AK	ZIP:	99507

Name of Official:	Spiros Gialopsos				
Title(s):	Member	Phone:	907-227-0527	% Owned:	50
Mailing Address:	6961 Colonial Court				
City:	Anchorage	State:	AK	ZIP:	99507

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

RECEIVED
By Audrey Saylor at 3:10 pm, Jun 01, 2022

**Form AB-17: 2022/2023 License Renewal Application****Section 3 – Sole Proprietor Ownership Information****Corporations, LLC's and Partnerships of ALL kinds should skip this section.**

READ BEFORE PROCEEDING: Any new or changes to the ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI approved cardstock, AB-08a's, payment of \$48.25 for each new owner or officer and a date stamped copy of the CBPL change per AS 04.11.045, or a Notice of Violation will be issued to your establishment and your application will be returned.

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, phone number, and mailing address for each owner or partner whose information we require.

If more space is needed, attach additional copies of this page. Additional owners not listed on this page will be rejected.

This individual is an: ☐ Applicant ☐ Affiliate

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

This individual is an: ☐ Applicant ☐ Affiliate

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

Section 4 – License Operation

Check ONE BOX for EACH CALENDAR YEAR that best describes how this liquor license was operated:

- | | 2020 | 2021 |
|---|-------------------------------------|-------------------------------------|
| 1. The license was regularly operated continuously throughout each year. (Year-round) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. The license was only operated during a specific season each year. (Seasonal)
<i>If your operation dates have changed, list them below:</i>
_____ to _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.
<i>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. <i>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.</i>
<u>If you have not met the minimum number of hours of operation in 2020 and/or 2021, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "OTHER" and COVID is listed as the reason.</u> | <input type="checkbox"/> | <input type="checkbox"/> |

Section 5 – Violations and Convictions

Have **ANY** Notices of Violation been issued for this license OR has **ANY** person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2020 or 2021?

Yes ☐ No ☒

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2)

If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.

RECEIVED

By Audrey Saylor at 3:10 pm, Jun 01, 2022

**Form AB-17: 2022/2023 License Renewal Application****Section 6 – Certifications**

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and accurately listed, and I have provided AMCO with all required changes of Shareholders (10% or more), Managers, Corporate Officers/Board of Directors, Partners, Controlling Interest or Ownership of the business license, and have provided all required documents for any new or changes in officers.
- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 304.465.
- I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name from what is currently approved and on file with the Alcoholic Beverage Control Board.

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

Vasilios Gialopoulos
Signature of licensee

Bobbi J. Combs
Signature of Notary Public

Vasilios Gialopoulos
Printed name of licensee

Notary Public in and for the State of: Idaho

BOBBI J. COMBS
Commission #59922
Notary Public
State of Idaho

My commission expires: July 5, 2024

Subscribed and sworn to before me this 29 day of December, 2021.

Restaurant/Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit

Recreational Site applications must include a completed Recreational Site Statement

Tourism applications must include a completed Tourism Statement

Wholesale applications must include a completed AB-25: Supplier Certification

Common Carrier applications must include a current safety inspection certificate

All renewal and supplemental forms are available online

Any application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.

FOR OFFICE USE ONLY

License Fee:	\$ <u>2500</u>	Application Fee:	\$ <u>300.00</u>	Misc. Fee:	\$
Total Fees Due:				\$ <u>2800</u>	

AMCO

**Form AB-17: 2022/2023 License Renewal Application****Section 6 – Certifications**

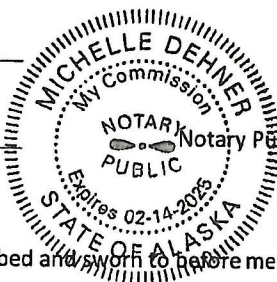
As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and accurately listed, and I have provided AMCO with all required changes of Shareholders (10% or more), Managers, Corporate Officers/Board of Directors, Partners, Controlling Interest or Ownership of the business license, and have provided all required documents for any new or changes in officers.
- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 304.465.
- I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name from what is currently approved and on file with the Alcoholic Beverage Control Board.

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

Vasilios Gialosou
Signature of licensee

Vasilios Gialosou
Printed name of licensee



Michelle Dehner
Signature of Notary Public

Notary Public in and for the State of: Alaska

My commission expires: 12.14.25

Subscribed and sworn to before me this 15 day of June, 2022.

Restaurant/Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit

Recreational Site applications must include a completed Recreational Site Statement

Tourism applications must include a completed Tourism Statement

Wholesale applications must include a completed AB-25: Supplier Certification

Common Carrier applications must include a current safety inspection certificate

All renewal and supplemental forms are available online

Any application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.

FOR OFFICE USE ONLY

License Fee:	\$	Application Fee:	\$ 300.00	Misc. Fee:	\$
Total Fees Due:					\$

RECEIVED

By Audrey Saylor at 3:10 pm, Jun 01, 2022

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	F SCOTT & ERNEST, LLC

Entity Type: Limited Liability Company

Entity #: 10000464

Status: Good Standing

AK Formed Date: 9/15/2011

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2023

Entity Mailing Address: 2300 E. 88TH STREET, ANCHORAGE, AK 99507

Entity Physical Address: 2300 E. 88TH STREET, ANCHORAGE, AK 99507

Registered Agent

Agent Name: Sprios Gialopsos

Registered Mailing Address: 2300 E. 88TH STREET, ANCHORAGE, AK 99507

Registered Physical Address: 2300 E. 88TH STREET, Anchorage, AK 99507

Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	Spiros Gialopsos	Member	50.00
	Vasilios Gialopsos	Member	50.00

Filed Documents

Date Filed	Type	Filing	Certificate
9/15/2011	Creation Filing	Click to View	Click to View
9/15/2011	Initial Report	Click to View	
12/27/2012	Biennial Report	Click to View	
4/09/2015	Biennial Report	Click to View	
3/03/2017	Biennial Report	Click to View	
2/08/2018	Change of Officials	Click to View	
12/27/2018	Biennial Report	Click to View	
12/31/2020	Biennial Report	Click to View	

LICENSE DETAILS

License #: 2150978[Print Business License](#)**Business Name:** Little Italy Restaurante**Status:** Active**Issue Date:** 02/28/2022**Expiration Date:** 12/31/2023**Mailing Address:** 2300 E 88th Ave
Anchorage, AK 99507**Physical Address:** 2300 E 88th Ave
Anchorage, AK 99507

Owners

Patricia J Gialopsos

Activities

Line of Business	NAICS	Professional License #
72 - Accommodation and Food Services	722110 - FULL-SERVICE RESTAURANTS	

Endorsements

No Endorsements Found

License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

No Lapses on record for the last 4 years.

[Close License Detail](#)[Print Friendly Version](#)



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

10.D.5.
**Department of Commerce, Community,
and Economic Development**
ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

May 31, 2022

Municipality of Anchorage
Via Email:

RE: 553

Re: Notice of 2022/2023 Liquor License Renewal Application

License Type:	Beverage Dispensary - Tourism	#Number:	553
Licensee:	Mark Sollenberger		
Doing Business As:	Indian House		

We have received a completed renewal applications for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in cursive script that reads "Joan M. Wilson".

Joan M Wilson, Director
amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Form AB-17: 2022/2023 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2021 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2022 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Establishment Contact Information

Licensee (Owner):	MARK A SOLLENBERGER	License #:	553
License Type:	BEVERAGE DISPENSARY - TOURISM LICENSE		
Doing Business As:	INDIAN HOUSE		
Premises Address:	27655 SEWARD HIGHWAY		
Local Governing Body:	MUNICIPALITY OF ANCHORAGE		
Community Council:	TURNAGAIN ARM COMMUNITY COUNCIL		

If your mailing address has changed, write the NEW address below:

Mailing Address:	3902 GREENLAND DRIVE				
City:	ANCHORAGE	State:	ALASKA	ZIP:	99517

Section 1 – Licensee Contact Information

Contact Licensee: The individual listed below must be listed in Section 2 or 3 as an Official/Owner/Shareholder of your entity and must be listed on CBPL with the same name and title.

This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	MARK A SOLLENBERGER	Contact Phone:	907-569-3902
Contact Email:	markallenhere@gmail.com		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee about your license, list them below:

Name of Contact:	CARL SOLLENBERGER	Contact Phone:	907-277-1551
Contact Email:	westbrook@gci.net		

Name of Contact:		Contact Phone:	
Contact Email:			

Name of Contact:		Contact Phone:	
Contact Email:			



Form AB-17: 2022/2023 License Renewal Application # 10.D.5.

Section 2 – Entity or Community Ownership Information

Sole Proprietors should skip this Section.

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.

<https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	
-----------------------	--

READ BEFORE PROCEEDING: Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for each new officer with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of any type including non-profit must list ONLY the following:
 - All shareholders who own 10% or more stock in the corporation
 - Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of any type must list ONLY the following:
 - All Members with an ownership interest of 10% or more
 - All Managers (of the LLC, not the DBA) regardless of percentage owned
- Partnerships of any type, including Limited Partnerships must list ONLY the following:
 - Each Partner with an interest of 10% or more
 - All General Partners regardless of percentage owned

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. **If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.**

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

AMCO

**Section 3 – Sole Proprietor Ownership Information****Corporations, LLC's and Partnerships of ALL kinds should skip this section.**

READ BEFORE PROCEEDING: Any new or changes to the ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI approved cardstock, AB-08a's, payment of \$48.25 for each new owner or officer and a date stamped copy of the CBPL change per AS 04.11.045, or a Notice of Violation will be issued to your establishment and your application will be returned.

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, phone number, and mailing address for each owner or partner whose information we require. If more space is needed, attach additional copies of this page. Additional owners not listed on this page will be rejected.

This individual is an: ☒ Applicant ☐ Affiliate

Name:	MARK A SOLLENBERGER	Contact Phone:	907-569-3902
Mailing Address:	3902 GREENLAND DRIVE		
City:	ANCHORAGE	State:	ALASKA
ZIP:	99517		
Email:	markallenhere@gmail.com		

This individual is an: ☐ Applicant ☐ Affiliate

Name:		Contact Phone:	
Mailing Address:			
City:		State:	
ZIP:			
Email:			

Section 4 – License Operation

Check ONE BOX for EACH CALENDAR YEAR that best describes how this liquor license was operated:

1. The license was regularly operated continuously throughout each year. (Year-round)

2020

☐

2021

☐

2. The license was only operated during a specific season each year. (Seasonal)

If your operation dates have changed, list them below:

FROM JANUARY 2020

to

CLOSE OF FACILITY BY COVID

☐☐

3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.

A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.

☒☐

4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total

hours each year, during one or both calendaryears. A complete Form AB-29: Waiver of Operation Application

and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.

☒☒

If you have not met the minimum number of hours of operation in 2020 and/or 2021, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "OTHER" and COVID is listed as the reason.

Section 5 – Violations and Convictions

Have **ANY** Notices of Violation been issued for this license **OR** has **ANY** person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2020 or 2021?

Yes

☐

No

☒

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2)

If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.



Section 6 – Certifications

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

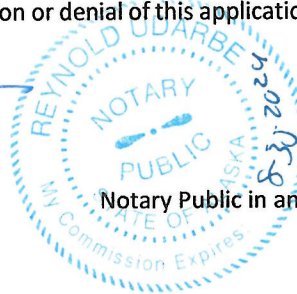
- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and accurately listed, and I have provided AMCO with all required changes of Shareholders (10% or more), Managers, Corporate Officers/Board of Directors, Partners, Controlling Interest or Ownership of the business license, and have provided all required documents for any new or changes in officers.
- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 304.465.
- I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name from what is currently approved and on file with the Alcoholic Beverage Control Board.

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

MARK SOLLENBERGER
Signature of licensee

MARK A SOLLENBERGER

Printed name of licensee



3/6
Signature of Notary Public

Notary Public in and for the State of: ALASKA

My commission expires: 8-30-2024

Subscribed and sworn to before me this 3 day of JANUARY, 2022.

Restaurant/Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit

Recreational Site applications must include a completed Recreational Site Statement

Tourism applications must include a completed Tourism Statement

Wholesale applications must include a completed AB-25: Supplier Certification

Common Carrier applications must include a current safety inspection certificate

All renewal and supplemental forms are available online

Any application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.

FOR OFFICE USE ONLY

License Fee:	\$ 2500	Application Fee:	\$ 300.00	Misc. Fee:	\$ 2800
Total Fees Due:					\$ 2800

AMCO



Alaska Alcoholic Beverage Control Board

Tourism Statement

A new, transfer, or renewal application for a Beverage Dispensary – Tourism or Restaurant/Eating Place – Tourism license must be accompanied by a written statement that explains how the establishment encourages tourism and meets the requirements listed under AS 04.11.400(d) and 3 AAC 304.325.

This document must be completed and submitted to AMCO's main office before any tourism license application will be reviewed.

Section 1 – Establishment Information

Enter information for the business seeking to have its license renewed.

Doing Business As:	INDIAN HOUSE	License #:	553
License Type:	BEVERAGE DISPENSARY - TOURISM		

Section 2 – Tourism Statement**2.1. Explain how issuance of a liquor license at your establishment has/will encourage tourism.**

The Indian House is a Tourist attraction. The Indian House features a breathtaking view of the Turnagain Arm, where you can see the whales run and watch the Bore Tides. The view includes the community of Hope in the Resurrection Creek Valley, Sunrise Mountain and the 20-mile creek valley (where Sunrise Community once existed). We provide binoculars for guests to see Hope, the whales, and the doll sheep that have on the mountain behind the building. The view described is on north shore of the Kenai Peninsula, and is where Captain Cook, in 1776 turned back because it did not lead to the Northwest Passage. Also the area was rich with tales of gold mining and railroad construction in the turn of the last century. We are extremely proud of our view. The house and the view is designed to be family friendly. This attracts both tourists and Alaskans. In addition, Anchorage area residents bring their visiting guests to experience this scenic, historic part of Alaska, or use it as a destination when they just want to get out of town. Besides the view, the House has historic photos, some artifacts, and coin collections left by tourists in the last century. The inside is quite picturesque and Museum like. In general, people take pictures outside from the deck and of the inside of the building.

2.2. Explain how the facility was/will be constructed or improved as required by AS 04.11.400(d)(1):

The Indian House building is sided with rustic logs from the Turnagain area. The ceiling and walls in the front area of the building is constructed with wooden slats and boards milled in the Bird Creek Sawmill in the last century. A wall divides the lounge and restaurant so that the restaurant area can be more family oriented. Dining is available in both areas. Also, the front of the building has a very large deck. The facility has three restrooms, which includes a handicap restroom. There are eight picture windows in the restaurant/lounge area that are vintage Alaska Railroad passenger car windows. There is also a small, alcohol free, outside dining/picnic area.

2.3 Does the licensee or applicant for this liquor license also operate the tourism facility in which this license is located?

YES

☒

NO

☐**2.4 If "no" who operates the tourism facility?**

I OPERATE THE FACILITY WITH A MANAGER



10.D.5.

Alaska Alcoholic Beverage Control Board Tourism Statement

2.5 Do you offer room rentals to the traveling public?

YES
☒

NO
☐

If "yes" answer the following questions:

How many rooms are available?

10

How many of the available rooms (if any) have kitchen facilities (defined as: a separate sink for food preparation along with refrigeration and cooking appliance devices, including a microwave)?

0

Do you stock or plan to stock alcoholic beverages in guest rooms?

YES
☐

NO
☒

If "no" is your facility located within an airport terminal?

YES
☐

NO
☒

2.6 If your establishment includes a dining facility, please describe that facility. If it does not please write "none".

The Indian House is basically a family style restaurant with a lounge. Our restaurant is generally our primary revenue producer during our busy periods.

2.7 If additional amenities are available to your guests through your establishment (eg: guided tours or trips, rental equipment for guests, other activities that attract tourists), please describe them. If they are not offered, please write "none".

Adjacent to the restaurant is a gift shop. In the gift shop we provide items made by Alaskans in the neighborhoods around Indian from Seward to Hope and even Anchorage on a commission basis. Some Alaskan art, and brochures of tourist's activity are also available. Also we have maps available for the Seward Highway area and Kenai Peninsula. The staff also provides directions to different areas on the Kenai Peninsula and stories of the area, like the name of the mountains and other places to see.

AMCO

JAN 4 2022

10.D.5.

PRESS FIRMLY TO SEAL



PRES



1006



99501

U.S. POSTAGE PAID
PM 1-Day
ANCHORAGE, AK
99517
JAN 03, 22
AMOUNT
\$7.95
R2305K133952-15



**PRIORITY[®]
MAIL**

INDIAN HOUSE
Mark A Sollenberger
3902 Greenland Drive
Anchorage, AK. 99517

Expected delivery date specified for domestic use.

Most domestic shipments include up to \$50 of insurance (restrictions apply).*

USPS Tracking[®] included for domestic and many international destinations.

Limited international insurance.**

When used internationally, a customs declaration form is required.

Insurance does not cover certain items. For details regarding claims exclusions see the Domestic Mail Manual at <http://pe.usps.com>.

See International Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.

FLAT RATE ENVELOPE

ONE RATE ■ ANY WEIGHT

TRACKED ■ INSURED



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EP14F
OD: 12



EXPECTED DELIVERY DAY: 01/04/22
USPS TRACKING[®] #

9505 5118 4558 2003 9412 25
usps.com/PICKUP

Alcohol & Marijuana Control Office
550 W 7th AVE, STE 1600
Anchorage, AK 99501

LICENSE DETAILS

10.D.5.

License #: 1061595

[Print Business License](#)

Business Name: INDIAN HOUSE INN

Status: Active

Issue Date: 10/27/2017

Expiration Date: 12/31/2023

Mailing Address: 3902 GREENLAND DR
ANCHORAGE, AK 99517

Physical Address: 27655 SEWARD HWY
INDIAN, AK 99540

Owners

MARK A SOLLENBERGER

Activities

Line of Business	NAICS	Professional License #
72 - Accommodation and Food Services	721110 - HOTELS (EXCEPT CASINO HOTELS) AND MOTELS	

Endorsements

No Endorsements Found

License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

No Lapses on record for the last 4 years.

[Close License Detail](#)

[Print Friendly Version](#)

LICENSE DETAILS

10.D.5.

License #: 968641

[Print Business License](#)

Business Name: INDIAN HOUSE EATING PLACE

Status: Active

Issue Date: 01/27/2012

Expiration Date: 12/31/2022

Mailing Address: 3902 GREENLAND DR
ANCHORAGE, AK 99517Physical Address: 27655 SEWARD HWY
9075693902
INDIAN, AK 99540-9902

Owners

MARK A SOLLENBERGER

Activities

Line of Business	NAICS	Professional License #
72 - Accommodation and Food Services	722110 - FULL-SERVICE RESTAURANTS	

Endorsements

No Endorsements Found

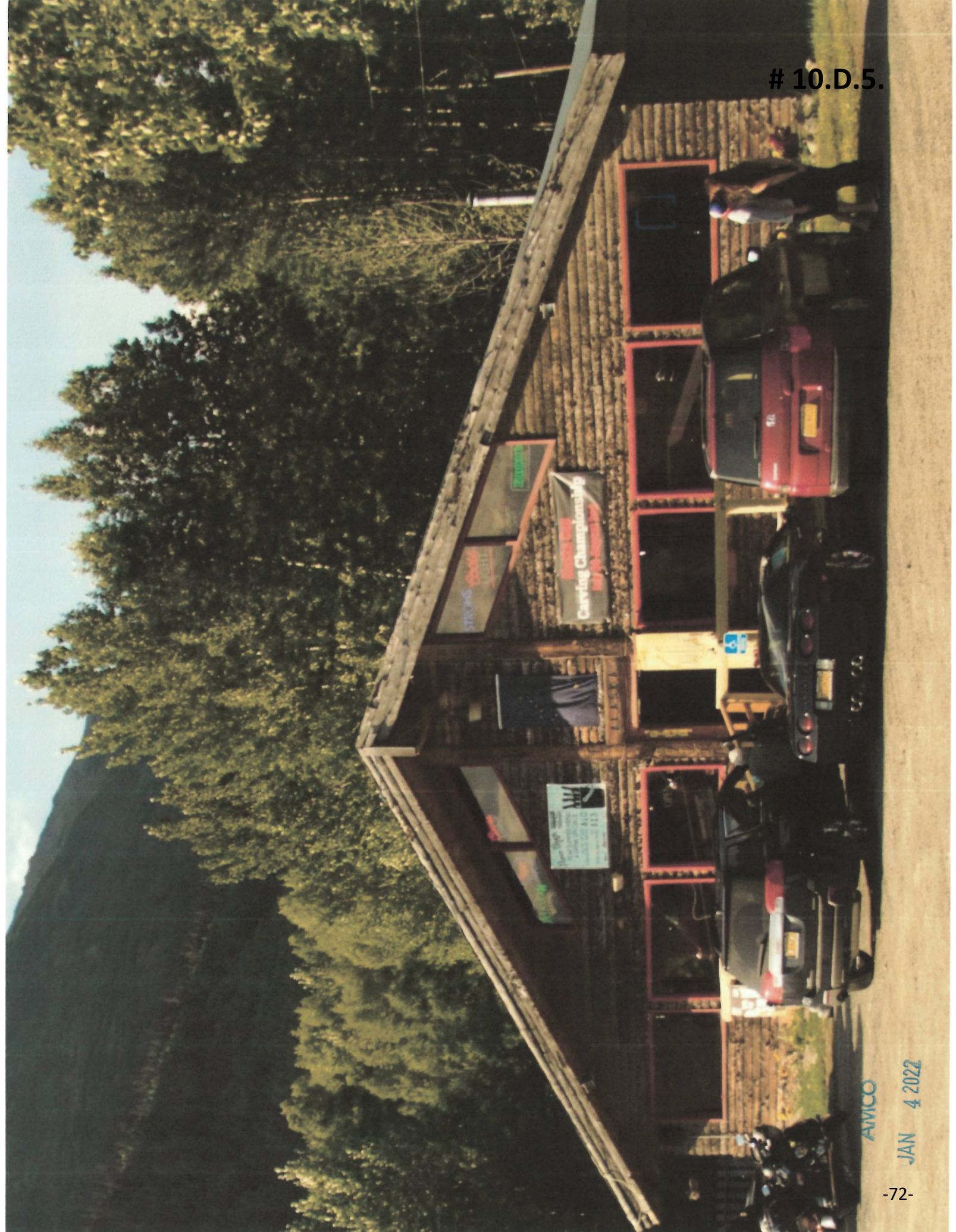
License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

Start Date	End Date
1/1/2019	1/6/2019
1/1/2021	1/27/2021

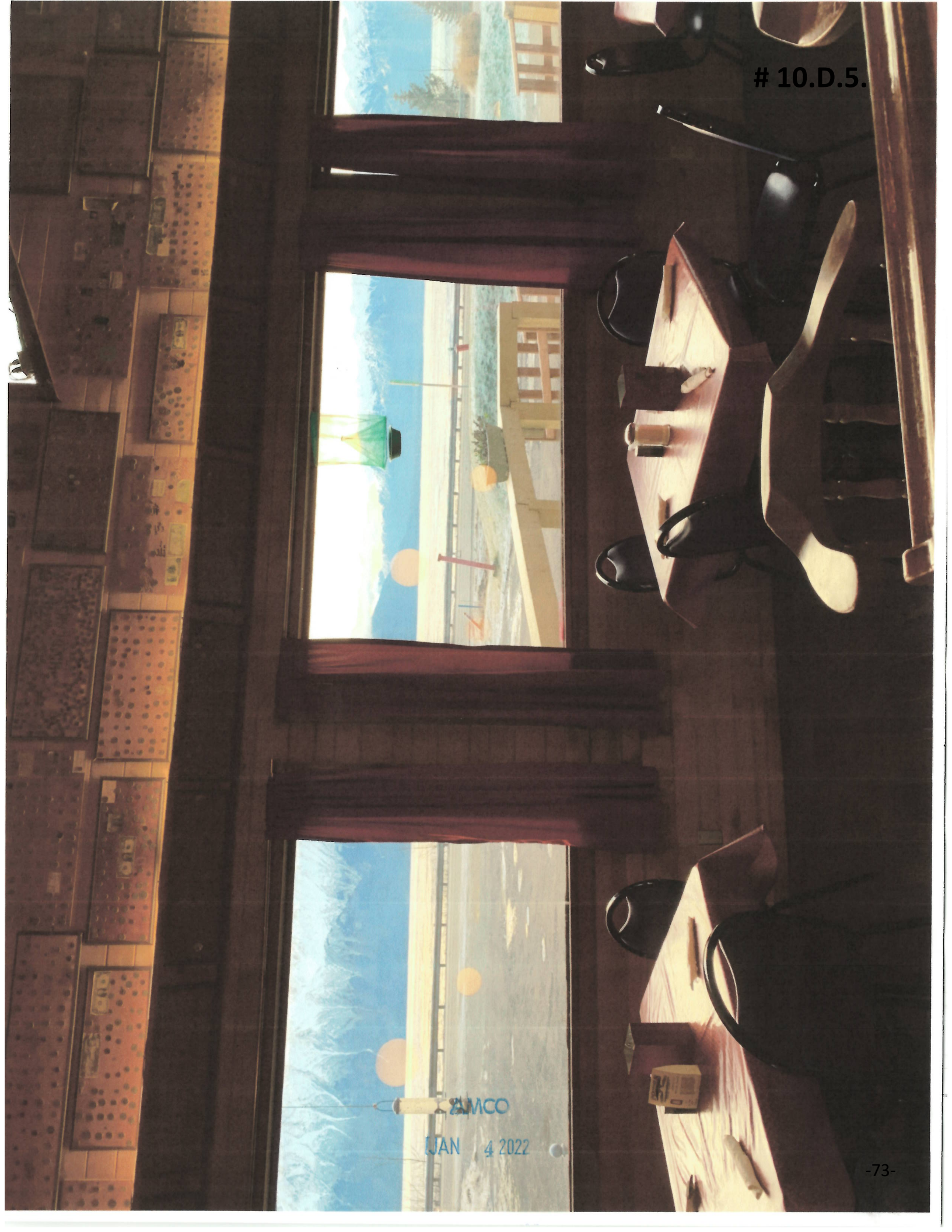
[Close License Detail](#)[Print Friendly Version](#)

10.D.5.



JAN 4 2022

10.D.5.



AMCO

JAN 4 2022

10.D.5.



10.D.5.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

10.D.5.
**Department of Commerce, Community,
and Economic Development**
ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

June 7, 2022

Municipality of Anchorage

Via Email

Re: Notice of 2022/2023 Liquor License Renewal Application

License Type:	Restaurant/Eating Place	License #	5596
Licensee:	My Brigade LLC		
Doing Business As:	Chicken Shack		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in cursive script that reads "Joan M. Wilson".

Joan Wilson, Director
Alcohol and Marijuana Control Office (AMCO)

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

#10.D.5.

FORM CONTROL

XXXX

ISSUED
06/07/2022
ABC BOARD

LIQUOR LICENSE
2022 - 2023
TEMPORARY

5596

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2023 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Restaurant/Eating

LICENSE FEE: \$600.00

1130

CITY / BOROUGH: Anchorage, Muni. of
Anchorage

D/B/A: Chicken Shack
1443 W. Northern Lights Blvd.

Mail Address:
My Brigade LLC
1443 W. Northern Lights Blvd. Ste. P
Anchorage, AK 99503

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

Joan M. Wilson
DIRECTOR

04-900 (REV 5/9/22)

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED
06/07/2022
ABC BOARD

LIQUOR LICENSE
2022 - 2023
TEMPORARY

5596

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2023 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Restaurant/Eating

LICENSE FEE: \$600.00

CITY / BOROUGH: Anchorage, Muni. of
Anchorage

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR

D/B/A: Chicken Shack
1443 W. Northern Lights Blvd. Ste. P

Mailing Address:
My Brigade LLC
1443 W. Northern Lights Blvd. Ste. P
Anchorage, AK 99503

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

04-900 (REV 5/9/22)



10.D.5.

<https://www.commerce.alaska.gov/web/ams>

Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-17: 2022/2023 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2021 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2022 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Establishment Contact Information

Licensee (Owner):	My Brigade LLC	License #:	5596
License Type:	Restaurant / Eating Place		
Doing Business As:	Chicken Shack		
Premises Address:	1443 W. Northern Lights Blvd Suite P, Anchorage, AK 99503		
Local Governing Body:	Municipality of Anchorage		
Community Council:	Spennard Community Council		

If your mailing address has changed, write the NEW address below:

Mailing Address:					
City:		State:		ZIP:	

Section 1 – Licensee Contact Information

Contact Licensee: The individual listed below must be listed in Section 2 or 3 as an Official/Owner/Shareholder of your entity and must be listed on CBPL with the same name and title.

This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Shana Whitlock	Contact Phone:	907.244.2466
Contact Email:	Shana@akchicken Shack.com		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee about your license, list them below:

Name of Contact:		Contact Phone:	
Contact Email:			

Name of Contact:		Contact Phone:	
Contact Email:			

Name of Contact:		Contact Phone:	
Contact Email:			



Alaska Alcoholic Beverage Control Board

Form AB-17: 2022/2023 License Renewal Application

Section 2 – Entity or Community Ownership Information

Sole Proprietors should skip this Section.

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.
<https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	10661514
-----------------------	----------

ATTENTION: PROCEEDING: Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within **10 days** of the change and **must be accompanied by a full set of fingerprints** on FBI-approved card stock, AB-08a's, payment of \$48.25 for **each new officer** with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of any type including non-profit must list **ONLY** the following:
 - o All shareholders who own 10% or more stock in the corporation
 - o Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of any type must list **ONLY** the following:
 - o All Members with an ownership interest of 10% or more
 - o All Managers (of the L.C., not the DBA) regardless of percentage owned
- Partnerships of any type, including Limited Partnerships must list **ONLY** the following:
 - o Each Partner with an interest of 10% or more
 - o All General Partners regardless of percentage owned

Important Note: Entities listed below must match our records, or your application will be returned per AS 04.11.210. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. **If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.**

Name of Official:	Shana Whitehall		
Title(s):	Managing Member	Phone:	907.244.2466
		% Owned:	100
Mailing Address:	1443 W. Northern Lights Blvd #1		
City:	Anchorage	State:	AK
		ZIP:	99513

Name of Official:			
Title(s):		Phone:	
		% Owned:	
Mailing Address:			
City:		State:	
		ZIP:	

Name of Official:			
Title(s):		Phone:	
		% Owned:	
Mailing Address:			
City:		State:	
		ZIP:	



Alaska Alcoholic Beverage Control Board

Form AB-17: 2022/2023 License Renewal Application

Section 3 – Sole Proprietor Ownership Information

Corporations, LLC's and Partnerships of ALL kinds should skip this section.

IMPORTANT PROCEEDING: Any new or changes to the ownership of the business license must be reported to the ABC Board within **10 days** of the change and must be accompanied by a full set of fingerprints on FBI approved cardstock, AB-08a's, payment of \$48.25 for each new owner or officer and a date stamped copy of the CBPL change per AS 04.11.045, or a Notice of Violation will be issued to your establishment and your application will be returned.

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.045. You must list full legal names, phone number, and mailing address for each owner or partner whose information we require. If more space is needed, attach additional copies of this page. Additional owners not listed on this page will be rejected.

This individual is an: ☒ Applicant ☐ Affiliate

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

This individual is an: ☐ Applicant ☐ Affiliate

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

Section 4 – License Operation

Check ONE box for EACH CALENDAR YEAR that best describes how this liquor license was operated:

- The license was regularly operated continuously throughout each year. (Year-round) ☒ 2020 ☒ 2021
- The license was only operated during a specific season each year. (Seasonal)
If your operation dates have changed, list them below:
_____ to _____ ☐ 2020 ☐ 2021
- The license was only operated to meet the minimum requirement of 240 total hours each calendar year.
A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form. ☐ 2020 ☐ 2021
- The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.
If you have not met the minimum number of hours of operation in 2020 and/or 2021, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "CHUBB" and CHUBB listed as the reason. ☐ 2020 ☐ 2021

Section 5 – Violations and Convictions

Have any Notices of Violation been issued for this license OR has ANY person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2020 or 2021?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.21.010.

If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.



Alaska Alcoholic Beverage Control Board

Form AB-17: 2022/2023 License Renewal Application

Section 6 – Certifications

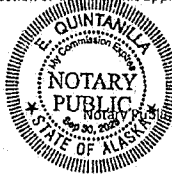
As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and accurately listed, and I have provided AMCO with all required changes of Shareholders (10% or more), Managers, Corporate Officers/Board of Directors, Partners, Controlling Interest or Ownership of the business license, and have provided all required documents for any new or changes in officers.
- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 304.465.
- I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name from what is currently approved and on file with the Alcoholic Beverage Control Board.

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

Signature of licensee

Shana White-Hall
Printed name of licensee



Signature of Notary Public

[Signature]
Notary Public in and for the State of: **ALASKA**

My commission expires: **9/30/2023**

Subscribed and sworn to before me this **9** day of **February**, 20**22**

Restaurant/Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit

Recreational Site applications must include a completed Recreational Site Statement

Tourism applications must include a completed Tourism Statement

Wholesale applications must include a completed AB-25: Supplier Certification

Common Carrier applications must include a current safety inspection certificate

All renewal and supplemental forms are available online

Any application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.

FOR OFFICE USE ONLY

License Fee:	\$ 600	Application Fee:	\$ 300.00	Misc. Fee:	\$ 500
Total Fees Due:					\$ 1400

AMCO Received 2/10/22

Scanned with CamScanner

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	My Brigade LLC

Entity Type: Limited Liability Company**Entity #:** 10061514**Status:** Good Standing**AK Formed Date:** 6/17/2017**Duration/Expiration:** Perpetual**Home State:** ALASKA**Next Biennial Report Due:** 1/2/2023**Entity Mailing Address:** 3550 HOLLYBERRY CIRCLE, ANCHORAGE, AK 99507**Entity Physical Address:** 1443 W NORTHERN LIGHTS BLVD SUITE P, ANCHORAGE, AK 99503

Registered Agent

Agent Name: Shana Whitlock**Registered Mailing Address:** 2322 RIDGEMONT DRIVE, 2322 RIDGEMONT DRIVE, ANCHORAGE, AK 99507-2466**Registered Physical Address:** 2322 RIDGEMONT DRIVE, 2322 RIDGEMONT DRIVE, ANCHORAGE, AK 99507-2466

Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	Shana Whitlock	Member	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
6/17/2017	Creation Filing	Click to View	Click to View
6/26/2017	Initial Report	Click to View	
1/02/2019	Biennial Report	Click to View	
12/15/2020	Biennial Report	Click to View	

[Close Details](#)[Print Friendly Version](#)

License Details

10.D.5.

License #: 1055990

[Print Business License](#)

Business Name: CHICKEN SHACK

Status: Active

Issue Date: 06/17/2017

Expiration Date: 12/31/2023

Mailing Address: 3550 Hollyberry Circle
ANCHORAGE, AK 99507

Physical Address: 1443 W NORTHERN LIGHTS BLVD STE-P
ANCHORAGE, AK 99503

Owners

MY BRIGADE LLC

Activities

Line of Business	NAICS	Professional License #
72 - Accommodation and Food Services	722110 - FULL-SERVICE RESTAURANTS	

Endorsements

No Endorsements Found

License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

Start Date	End Date
1/1/2019	1/1/2019
1/1/2022	2/7/2022

[Close License Detail](#)

[Print Friendly Version](#)

**ANCHORAGE, ALASKA
AR No. 2022-225**

A RESOLUTION REAPPROPRIATING AN AMOUNT NOT TO EXCEED TWENTY-ONE THOUSAND NINE HUNDRED NINETY-SIX DOLLARS (\$21,996) FROM THE OFFICE RENOVATIONS AT EAGLE RIVER TOWN CENTER PROJECT, MAINTENANCE & OPERATIONS DEPARTMENT AND APPROPRIATING A TRANSFER IN AN AMOUNT NOT TO EXCEED TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) FROM THE AREAWIDE GENERAL FUND (101000), LEGISLATIVE BRANCH, 2022 OPERATING BUDGET TO THE CITY HALL ASSEMBLY IMPROVEMENTS PROJECT, REAL ESTATE DEPARTMENT, WITHIN THE AREAWIDE GENERAL CAPITAL IMPROVEMENTS PROJECTS FUND (401800).

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. That an amount not to exceed TWENTY-ONE THOUSAND NINE HUNDRED NINETY-SIX DOLLARS (\$21,996) from the Office Renovations at Eagle River Town Center (PF21003), Maintenance & Operations Department is hereby reappropriated to the City Hall Assembly Improvements Project (AS20001), Real Estate Department, within the Areawide General Capital Improvement Projects Fund (401800).

Section 2. That an amount not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) from the Areawide General Fund (101000), Legislative Branch, 2022 Operating Budget is hereby appropriated as a transfer to the City Hall Assembly Improvements Project (AS20001), Real Estate Department, within the Areawide General Capital Improvement Projects Fund (401800).

Section 3. This resolution shall be effective immediately upon passage and approval by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this _____ day of _____, 2022.

Chair of the Assembly

ATTEST:

Municipal Clerk

Department of Appropriation:

10.E.1.

1	Real Estate Department	\$24,496
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MUNICIPALITY OF ANCHORAGE # 10.E.1.

Assembly Memorandum

No. AM 391-2022

Meeting Date: July 26, 2022

FROM: ASSEMBLY CHAIR LAFRANCE

SUBJECT: A RESOLUTION REAPPROPRIATING AN AMOUNT NOT TO EXCEED TWENTY-ONE THOUSAND NINE HUNDRED NINETY-SIX DOLLARS (\$21,996) FROM THE OFFICE RENOVATIONS AT EAGLE RIVER TOWN CENTER PROJECT, MAINTENANCE & OPERATIONS DEPARTMENT AND APPROPRIATING A TRANSFER IN AN AMOUNT NOT TO EXCEED TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) FROM THE AREAWIDE GENERAL FUND (101000), LEGISLATIVE BRANCH, 2022 OPERATING BUDGET TO THE CITY HALL ASSEMBLY IMPROVEMENTS PROJECT, REAL ESTATE DEPARTMENT, WITHIN THE AREAWIDE GENERAL CAPITAL IMPROVEMENTS PROJECTS FUNDS (401800).

The Anchorage Assembly approved the creation of an Assembly Suite to allow Assembly Members to have individual offices in City Hall, funded with the approval of AR 2020-10, AR 2021-12, and AR 2022-32 which appropriated \$372,500 to this project (AS20001). This resolution increases the total appropriation for this project to an amount not to exceed \$396,996, for costs related to renovation work in the Municipal Clerk's Office. The renovation will create a reception area in the Clerk's Office.

This resolution reappropriates \$21,996 from the Eagle River Town Center Office Renovation Project (PF21003) and appropriates a transfer of \$2,500 from the Municipal Clerk's Office, 2022 Operating Budget. The Eagle River Town Center Office Renovation Project is complete, and funds are no longer needed.

The budget detail is recommended as follows:

REVENUES:

Account	Account Name	Amount
401800-122303-PF21003-450010	Transfer from Other Funds	(\$21,996)
401800-122200-AS20001-450010	Transfer from Other Funds	\$24,496

EXPENDITURES:

Account	Account Name	Amount
101000-102000-530380	Other Professional Serv	(\$ 2,500)
101000-102000-580530	Transfer to Other Funds	\$ 2,500
401800-122303-PF21003-570160	Bldg Improvements	(\$21,996)

401800-122200-AS20001-530380 Other Professional Serv \$24,496

THE LEGISLATIVE BRANCH RECOMMENDS APPROVAL.

Prepared by: Desirea C. Camacho, Assembly Budget Analyst
Recommended by: Barbara A. Jones, Municipal Clerk
Reviewed by: Courtney Petersen, OMB Director
Fund certification: Ross Risvold, Acting CFO
401800-122303-PF21003-570160 \$21,996
(Unused Capital Appropriation)
101000-102000-530380 \$2,500
(2022 Operating Budget)
Respectfully submitted: Suzanne LaFrance, Assembly Chair



10.F.1.

MUNICIPALITY OF ANCHORAGE
Assembly Information Memorandum

No. AIM 125-2022

Meeting Date: July 26, 2022

1 **From: CHAIR**

2
3 **Subject: OFFICE OF THE OMBUDSMAN 2021 ANNUAL REPORT**

4
5 Pursuant to Anchorage Municipal Code, Chapter 2.60.160, attached is the Office
6 of the Ombudsman's 2021 Annual Report for the Assembly's consideration and
7 review.

8
9
10
11
12 Prepared by: Darrel W. Hess, Ombudsman
13 Approved by: Suzanne LaFrance, Chair

MUNICIPALITY OF ANCHORAGE

OFFICE OF THE OMBUDSMAN

2021 ANNUAL REPORT



"Auditur et altera pars.(The other side shall be heard as well.)"
— Seneca

Municipality of Anchorage, Office of the Ombudsman

632 West 6th Avenue, Suite 100

P. O. Box 196650

Anchorage, AK 99519-6650

Phone: (907) 343-4461; Fax: (907) 343-4464

ombud@muni.org

www.muni.org/departments/ombudsman

www.facebook.com/anchorageombudsman

www.muni.org/cityviewportal

Dedication

*“The Anchorage Municipal Ombudsman’s Office
dedicates our 2021 Annual Report to the hardworking,
dedicated Municipal and School District employees.
Thank you for your service.”*

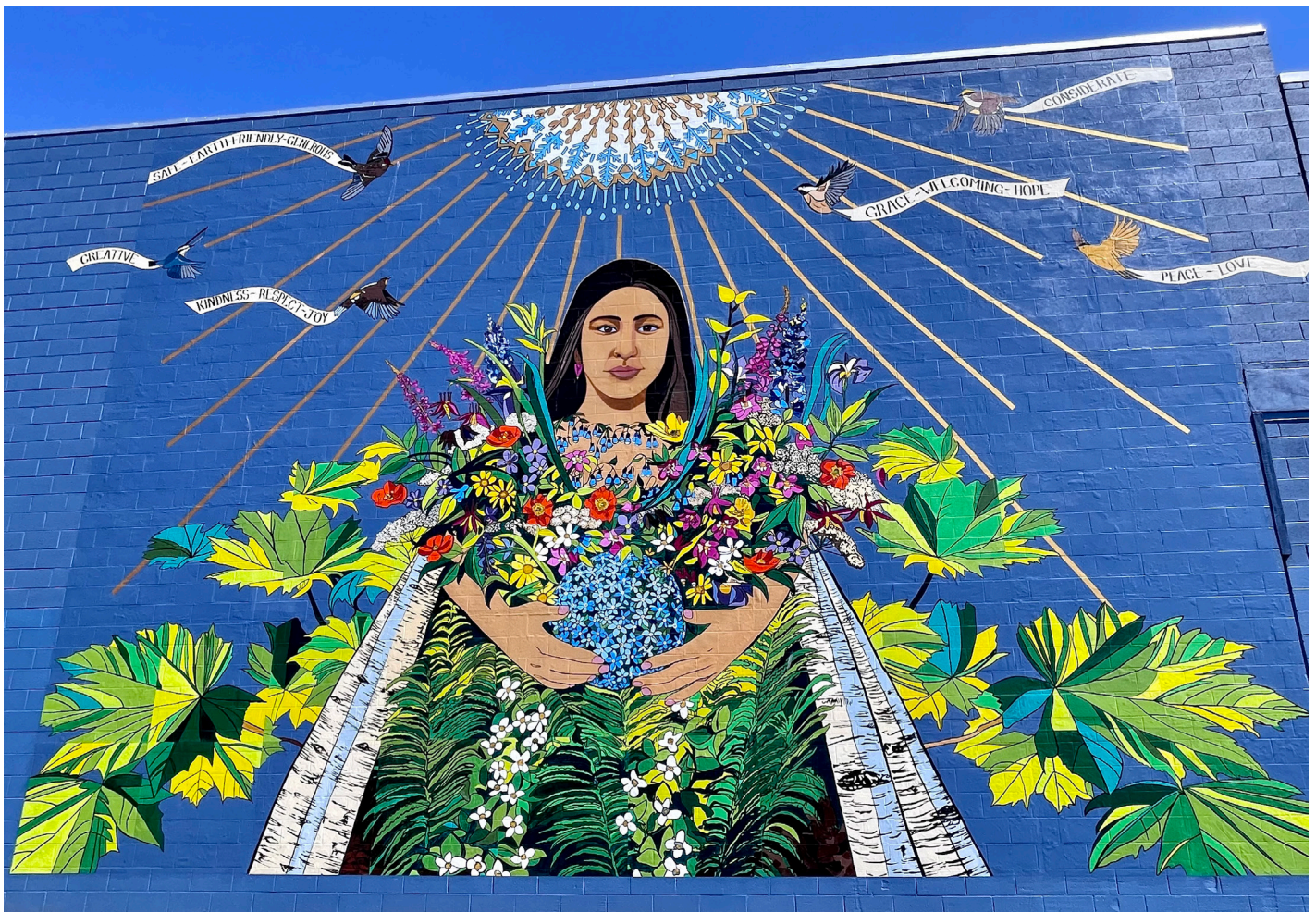


TABLE OF CONTENTS

Contact Information.....	Front Cover
Transmittal Letter.....	5
Purpose of the Office of the Ombudsman.....	6
How to File a Complaint.....	6
Statistics.....	7-11
Case Resolution Summaries	12-19
Public Outreach.....	19
Ombudsman's Office	20-21
Ombudsman Complaint Form	22-23
Complaint Resolution Process Flowchart.....	24
Welcoming Anchorage	25
Acknowledgment	Back Cover

10.F.1.



July 26, 2022

To the Anchorage Municipal Assembly, the Anchorage School District Board of Education, the Mayor and Administration, and the people of Anchorage:

We are pleased to present the Anchorage Municipal Ombudsman's 2021 Annual Report. This report explains how the Ombudsman's Office fulfills its role as an independent, impartial office that provides information about municipal government, while investigating concerns involving municipal government offices, agencies, and employees, including the Anchorage School District.

Over the past two years our office has had to adapt our business model to meet the needs of constituents during an ongoing global health pandemic – leveraging technology as we continue to respond to the public in a timely and efficient manner.

In 2021 we opened 150 new cases and made 786 referrals, while recording 1,382 constituent contacts. Behind these cases and statistics are real people – individuals who needed help navigating and understanding municipal government, as well as the dedicated Municipal and School District employees who serve the people of Anchorage. It is our pleasure to serve, inform, and empower the public.

Sincerely,



Darrel W. Hess
Municipal Ombudsman



May Ramirez-Xiong
Deputy Ombudsman

"Right is right, even if everyone is against it, and wrong is wrong, even if everyone is for it."

— William Penn

PURPOSE

The Office of the Municipal Ombudsman is mandated by the Anchorage Home Rule Charter. The Charter's Bill of Rights guarantees the people of Anchorage "The right to the assistance of a municipal ombudsman in dealing with grievances and abuses." The Office of the Ombudsman is governed by Anchorage Municipal Code, Chapter 2.60 which established the Office as "...an independent, impartial municipal office, readily available to the public, responsible to the assembly, empowered to investigate the acts of administrative agencies and to recommend appropriate changes toward the goals of safeguarding the rights of persons and of promoting higher standards of competency, efficiency and equity in the provision of municipal services." (AMC 2.60.010)

The goal of the Ombudsman's Office is to serve the people of Anchorage, by providing information or referrals, or investigating complaints and concerns regarding Municipal and School District departments, agencies and employees. The Ombudsman's Office has limited jurisdiction over Anchorage charter schools. If issues and concerns are not jurisdictional to the Ombudsman's Office, we do our best to direct persons to the appropriate person or organization.

"It takes a great deal of courage to stand alone even if you believe in something very strongly."

— Reginald Rose, *Twelve Angry Men*

HOW TO FILE A COMPLAINT

When people have questions or concerns regarding Municipal government or the Anchorage School District, the Ombudsman's Office is here to assist you. You may contact our office in-person, or by phone, email, or postal service. Our staff will assess whether your issue is jurisdictional to our office. If an issue is not jurisdictional to our office, we will do our best to provide a referral to another agency or entity that may be able to address the issue. In 2021, the Ombudsman's Office provided information and referrals to 1,232 individuals and opened 150 cases.

The Ombudsman's Office is located on the ground floor of Anchorage City Hall, in Suite 100. You can find a Complaint form online on the Ombudsman webpage at www.muni.org/departments/assembly/ombudsman. Complaints can be filed online through the Municipality's CityView Portal, at www.muni.org/cityviewportal. One-time registration is required to use the portal. Although details of Ombudsman complaints are confidential, contact information entered on the portal is accessible by Municipal agents.

Office of the Municipal Ombudsman

632 West 6th Avenue, Suite 100

P. O. Box 196650

Anchorage, AK 99519-6650

Phone: (907) 343-4461

Fax: (907) 343-4464

ombud@muni.org

www.muni.org/departments/assembly/ombudsman

STATISTICS

The Ombudsman’s Office uses an application called “CityView” to maintain information and process statistics. The number of Inquiries listed in **Table 1 and Graph 1** indicate the total number of public interactions with the Ombudsman’s Office in 2021, either by telephone, email, postal mail, fax, or in-person. Contacts were interactions with persons who may have only needed information, or who may have wanted to express their opinions or concerns regarding local government. These interactions normally require no further action by the Ombudsman’s Office. Referrals reflect inquiries that were referred to state or federal agencies, community agencies, or to Municipal or School District employees, or departments. Cases refer to inquiries that required some level of investigation by the Ombudsman’s Office.

Table 1. 2021 Processing Statistics

2021 Processing Statistics	From Prior Year	New	Processed or Closed	Remaining Open
Cases	4	150	148	6
Contacts	0	446	446	0
Referrals	0	786	786	0
Total Inquiries	4	1382	1380	6

Graph 1. 2021 Processing Statistics

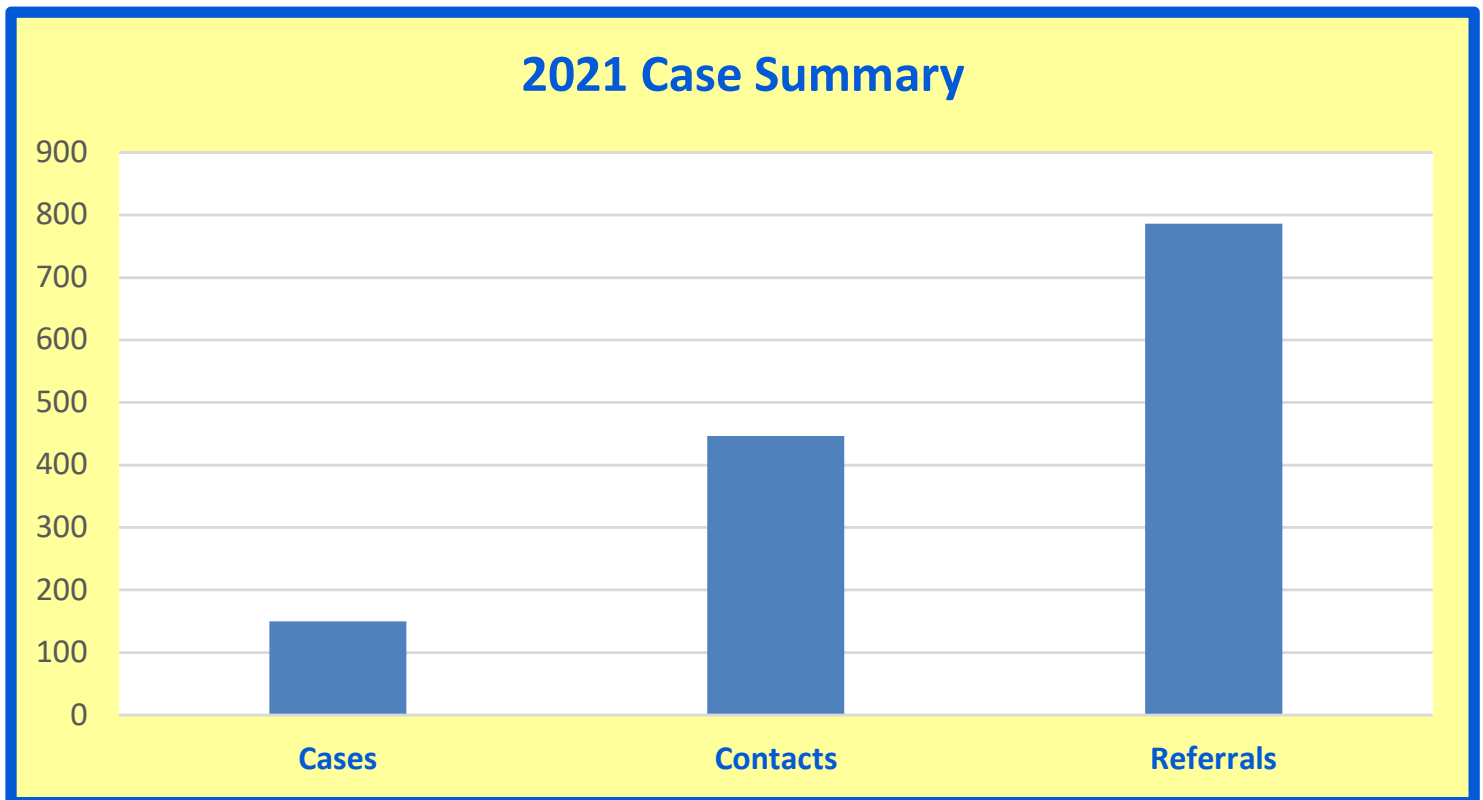
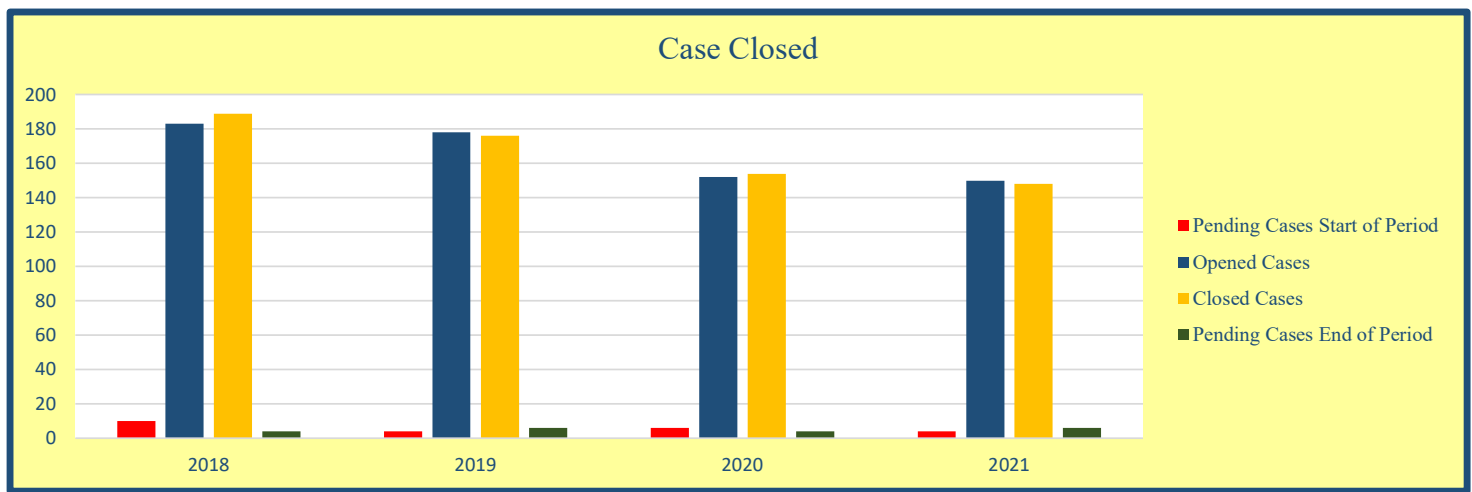


Table 2. Case Closures and Pending Inventory from 2018-2021

Case Inventory	2018	2019	2020	2021
Pending Cases Start of Period	10	4	6	4
Opened Cases	183	178	152	150
Closed Cases	189	176	154	148
Pending Cases End of Period	4	6	4	6

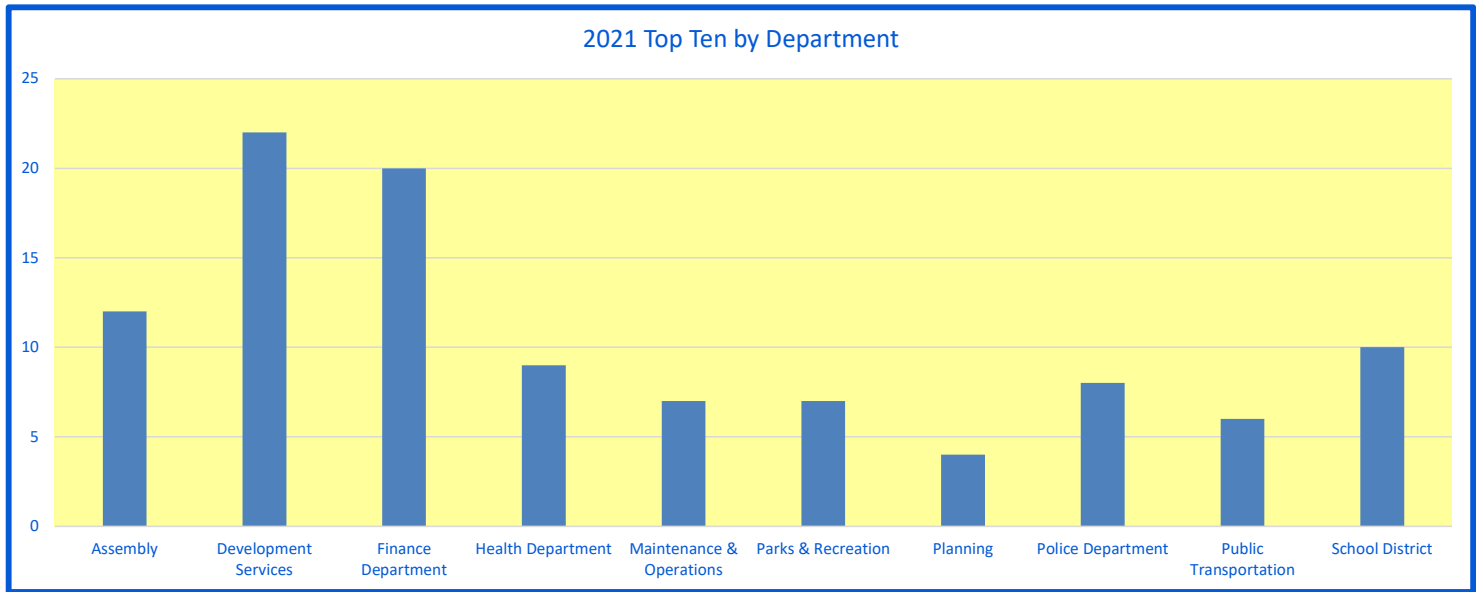
Graph 2. Case Closures and Pending Inventory from 2018-2021


Historically, the larger Municipal Departments and those with the greatest public contact generate the largest number of cases in the Ombudsman's Office. In 2021 the Development Services Department (14.67%), Finance Department (13.33%), School District (6.67%), Police Department (5.33%), and Parks & Recreation Department and Maintenance & Operations Department (tied at 4.67%), ranked 1-5. (See Table 3 and Graph 3).



Table 3. 2019-2021 Cases by Department

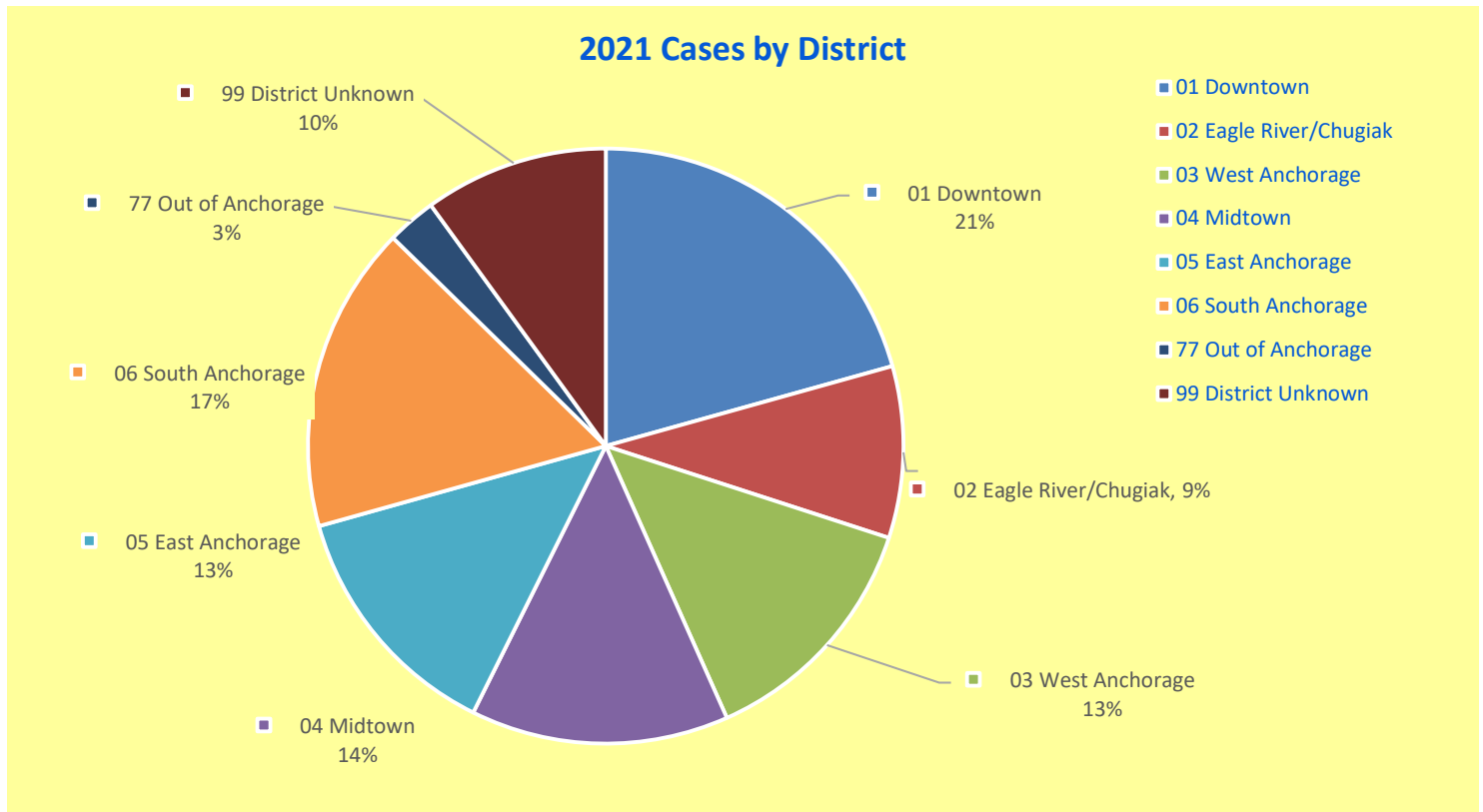
Department	2019	Percent	2020	Percent	2021	Percent
Anchorage Community Development Authority	3	1.69%	2	1.32%	2	1.33%
Assembly	4	2.25%	9	5.92%	12	8%
Development Services	26	14.61%	29	19.08%	22	14.67%
Economic & Community Development	0	0%	1	0.66%	0	0%
Emergency Management	0	0%	0	0%	3	2%
Equal Rights Commission	0	0%	1	0.66%	0	0%
Finance Department	16	8.99%	14	9.21%	20	13.33%
Fire Department	2	1.12%	3	1.97%	4	2.67%
Health Department	17	9.55%	6	3.95%	9	6%
Human Resources	6	3.37%	5	3.29%	3	2%
Information Technology	1	0.56%	1	0.66%	0	0%
Legal Department	1	0.56%	1	0.66%	0	0%
Library	0	0%	0	0%	3	2%
Maintenance & Operations	10	5.62%	11	7.24%	7	4.67%
Mayor's Office	2	1.12%	8	5.26%	4	2.67%
Municipal Light & Power	5	2.81%	1	0.66%	0	0%
Municipal Manager	0	0%	0	0%	3	2%
Not Department Specific	7	3.93%	6	3.95%	4	2.67%
Office of Management & Budget	1	0.56%	0	0%	0	0%
Parks & Recreation	14	7.87%	8	5.26%	7	4.67%
Planning	3	1.69%	1	0.66%	4	2.67%
Police & Fire Retirement System	0	0%	0	0%	1	0.67%
Police Department	26	14.61%	26	17.11%	8	5.33%
Project Management & Engineering	0	0%	2	1.32%	0	0%
Public Transportation	7	3.93%	1	0.66%	6	4%
Public Works Administration	0	0%	2	1.32%	2	1.33%
Purchasing Department	1	0.56%	0	0%	3	2%
Real Estate Department	0	0%	0	0%	1	0.67%
Risk Management	3	1.69%	2	1.32%	3	2%
School District	8	4.49%	4	2.63%	10	6.67%
Solid Waste Services	2	1.12%	3	1.97%	2	1.33%
Traffic Engineering	3	1.69%	1	0.66%	3	2%
Transportation Inspection	3	1.69%	0	0%	1	0.67%
Water & Wastewater Utility	7	3.93%	4	2.63%	3	2%
All Departments	178	100%	152	100%	150	100%

Graph 3. 2021 Cases by Department (most frequent)


The Ombudsman's Office also tracks Cases by Assembly District. These numbers are reflected in **Table 4** and **Graph 4**.

Table 4. Cases by Assembly District 2019-2021

District No./Name	Cases 2019	Percent	Cases 2020	Percent	Cases 2021	Percent
01 Downtown	45	25.28	27	17.76	31	20.67
02 Eagle River/Chugiak	14	7.87	16	10.53	14	9.33
03 West Anchorage	23	12.92	16	10.53	20	13.33
04 Midtown	29	16.29	29	19.08	21	14
05 East Anchorage	23	12.92	17	11.18	20	13.33
06 South Anchorage	23	12.92	24	15.79	25	16.67
77 Out of Anchorage	7	3.93	5	3.29	4	2.67
99 District Unknown	14	7.87	18	11.84	15	10
Total	178	100	152	100	150	100

Graph 4. Cases by Assembly District 2021


2021 CASE RESOLUTION SUMMARIES

In 2021, the Ombudsman's Office opened 150 cases, and processed or closed 148 (with 4 cases carried over from 2020). We ended 2021 with 6 open cases. Most Ombudsman investigations are resolved informally, and final investigative reports are not required. Frequently the Ombudsman's Office achieves good results, including changes to Municipal Code, policies, and procedures, through informal case resolutions working with Municipal employees and departments, as well as complainants. Below are summaries of some of our 2021 cases:

OM2021-0057

An individual contacted the Ombudsman's Office alleging that the MOA, Property Appraisal Division had removed his residential property tax exemption two years ago. The constituent stated that Property Appraisal had removed the exemption because he did not file for an Alaska Permanent Fund Dividend. The constituent believes that Property Appraisal should not have removed the exemption.

The residency requirements to qualify for a residential property tax exemption mirror the residency requirements to qualify for an Alaska Permanent Fund Dividend. The State Legislature did this to give local governments a way to red-flag potential fraudulent applications for residential property tax exemptions. If a person who has applied for and received a residential property tax exemption does not file for a Permanent Fund Dividend, the system flags them, and Property Appraisal will contact those

persons to verify their eligibility to receive a residential property tax exemption. The Ombudsman's Office contacted Property Appraisal to review their interactions with the constituent. A Property Appraisal supervisor then contacted the constituent and reviewed the history of their interactions with him. The constituent acknowledged that he had failed to return the form and documentation necessary for him to retain his residential exemption. The exemption was restored, and the constituent was approved for a senior exemption. The Ombudsman's Office determined that the constituent had been made aware in 2019 that he needed to provide proof of eligibility for the residential exemption and had failed to provide the requested information, after he had met with Property Appraisal, and had been provided with guidance regarding what was required to retain the exemption.

OM2021-0058

A constituent contacted the Ombudsman's Office questioning whether it was appropriate for a member of the Acting Mayor's staff to serve as an officer of a community council.

Community councils are not part of Municipal government - they are private entities. While community councils are part of the local government process and are recognized in code and in the Anchorage Home Rule Charter, they are not part of local government. Any person can serve as an officer or board member of a community council, if they meet the requirements for membership in the council that are in the code, and if they meet the requirements for holding office that are found in the council's bylaws. If a community council tried to prohibit a person from being eligible to serve as an officer or board member of the council because they worked for the Municipality, that would be a membership limitation that would violate AMC 2,40 -Community Councils, and if the issue were not corrected, the Assembly could potentially revoke their recognition of the council as the community council for that district.

OM2021-0369

A constituent alleged that the Municipal Clerk did not "accommodate" her by allowing her to wear a face shield in lieu of a mask, while she was acting as an election observer at the MOA Election Center. The constituent believed that this violated the Mayor's Emergency Order 13, Version 4.

The Ombudsman's Office reviewed the relevant emergency order, and determined that the Mayor's EO 13 V4 states that face shields may be worn in lieu of masks, if a person has a disability that prevents them from wearing a mask. However, it is up to the person who controls the space to determine if a face shield may be worn in lieu of a mask. The Ombudsman believes that the Clerk's decision, based on guidance from the Centers for Disease Control regarding face masks vs. face shields, was prudent. The municipal code gives the Clerk the authority to take action to protect the integrity of MOA elections. If persons showed up to vote wearing a face shield, or refused to wear a mask or shield, they would be allowed to vote. Voting is a fundamental right - observing an election is not a fundamental right.

OM2021-0425

A constituent disagreed with a decision by the MOA Platting Board. The constituent raised concerns regarding the amount of time allowed for the public to testify and whether the Board considered certain evidence. The constituent also believed that the Board did not give adequate weight to the comments from the MOA, Traffic Engineering Department.

The Platting Board is a quasi-judicial body listed under AMC 4.40. The Ombudsman's Office cannot inquire into decisions of bodies listed under AMC 4.40, nor opine on any of the processes and evidentiary issues related to their actual proceedings. The Ombudsman's Office can look at whether their meetings are properly noticed, site postings are done per code, and other process matters not directly related to their proceedings and decisions. The Ombudsman's Office determined that the Platting Board meeting in question adhered to the requirements of AMC 1.25 – Public Meetings and the Alaska Open Meetings Act, and met the requirements of Title 21. The Platting Board's decision in this case would be final (signed) at their next meeting. Persons have a specified number of days from the date the decision is final to file an appeal with the Board of Adjustment. Appeals of decisions of the Board of Adjustment are filed with the Superior Court. The constituent was referred to the MOA, Current Planning Manager with any questions regarding the appeal process.

OM2021-0707, 0793, 0809

A constituent contacted the Ombudsman's Office because they believed that "...the laws regarding vehicle noise (15.70.090.A) and modified vehicle exhaust systems (9.44.330.C) are unenforced." Two other constituents contacted the Ombudsman's Office with similar concerns.

The Ombudsman's Office reviewed the applicable sections of code and spoke with staff at the Anchorage Police Department and the Anchorage Health Department, and determined that, as written, the applicable sections of Title 9 and Title 15 are difficult to enforce. The standard in the code requires the measurement of exhaust noise 50 feet from the center of the travel lane, or the nearest property line, whichever is closer. The codes need to be revised to make it easier for them to be enforced. The Ombudsman's Office recommended to Legal, the Anchorage Police Department, and the Anchorage Health Department that they work together to draft necessary code revisions. The Ombudsman's Office also recommended that the Anchorage Police Department, Traffic Unit purchase their own noise meters to use in enforcing the applicable sections of Title 9.

OM2021-0759

A constituent, who was the primary sponsor of a Municipal recall petition, contacted the Ombudsman's Office alleging that the Clerk's Office should have provided him, free-of-charge, an unlimited number of petitions. The Clerk's Office had provided him with 900 copies of the petition, free of charge. This was enough petitions to gather more than twice as many signatures as required to advance the petition. The constituent had requested 1,800 additional copies of the petition, and the Clerk's Office had charged him for the printing of the additional copies of the petition. The constituent believed that the charges and time frame to produce the copies of the petition inhibited the ability of the public to "effectively utilize the recall process..."

The Ombudsman's Office reviewed the relevant codes and statutes. The Municipality's recall code, AMC 2.50.100, simply states that "An elected official may be recalled by the voters in the manner provided by AS 29.26.240 – 29.26.360". The code and the referenced statute do not provide any guidance regarding the issue raised by constituent. The statute regarding municipal recall elections is not very robust. However, based on the provisions in statute for state recall elections, the Clerk's Office charging for additional copies of the recall petition is not unfair or unreasonable - the state charges for copies above the minimum number required to be provided for state recall elections. The Ombudsman recommended to the Municipal Clerk & Deputy Clerk – Elections that the Municipality's recall code be revised to address the issue that the constituent raised regarding how many copies of a recall petition are provided at no cost to the sponsors, and how much should be charged for copies of a petition beyond the minimum number that is provided at no cost.

OM2021-0975

A constituent contacted the Ombudsman's Office and expressed concerns that neighbors in the Airport Heights neighborhood were not made aware that a local pest company applied glyphosate-based herbicide to mayday trees in and around Tikishla Park. The constituent questioned the Parks & Recreation Department using a pesticide not allowed in code to eradicate and control an invasive plant species, and the Anchorage Health Department's delegation of decision-making to the Parks & Recreation Department regarding the use of non-allowed pesticides in MOA parklands.

The Ombudsman's Office reviewed the relevant sections of code and policies. A written determination is required for the use of non-allowed pesticides. The Ombudsman's Office determined that the Parks & Recreation Department did not place a written determination in one document, and while all the relevant information can be found in various documents and emails, the code envisions that this information would be in one document. The Ombudsman's Office recommended to the Parks & Recreation Department, Director that in the future he or his designee draft a determination document as envisioned by the code - the Director agreed to implement the recommendation. The Ombudsman's Office informed the constituent that the definition of "Department" in the code allows the Anchorage Health Department to delegate decision-making authority to another department.

OM2021-1123

A constituent contacted the Ombudsman's Office regarding "the hundreds of small white flags" that the Municipal Manager ordered removed from the lawn of the Loussac Library. Persons placed the flags to represent Alaskans who have died from COVID - 19. The constituent questioned if it was appropriate to remove the flags, since the Loussac Library is a Municipal public space.

The Ombudsman's Office reviewed the relevant sections of code and consulted with the Municipal Attorney's Office. The grounds of the Loussac Library are a public space, and persons can hold rallies and demonstrations on the lawn, in exercise of their free speech rights. Persons have every right to stand in the grounds of the Loussac Library and to hold and wave the flags. However, persons cannot stick flags, signs, banners, etc. up on the Loussac Library lawn and leave them in place after a demonstration or rally ends. The MOA requires permits to place items in municipal rights-of-way or in municipal public spaces. Otherwise, Municipal public spaces would become cluttered with signs, flags, placards, banners, etc. The constituent was informed of the Ombudsman Office's determination.

OM2021-1178

A constituent filed an online complaint with the Ombudsman's Office regarding a sign that was displayed on the outside of a People Mover bus. The constituent believed that the sign was political and inappropriate for display on a People Mover bus. The sign read:

CNN, MSNBC, FOX & THE MAINSTREAM MEDIA
WILL NOT TELL YOU
GO TO FRANKSPEECH.COM
TRUTH ON THE 2020 ELECTION FRAUD

The Ombudsman's Office reviewed the contract and policy for advertising on People Mover buses and consulted with the Municipal Attorney's Office. The MOA has created a limited public forum for the purposes of advertising on People Mover buses. As such, the limitations on advertising are extremely narrow. Trying to censor ads for a space that is a limited public forum raises constitutional free speech issues, which is why the standards are so broad, and the restrictions are limited to advertising liquor, tobacco products, marijuana, pornography, etc. The Ombudsman's Office determined that the sign does not violate the standards for advertising on People Mover buses and is not a political sign that would require the sponsors to be identified on the sign. The MOA contractor had requested that the Municipal Attorney's Office review the sign before they signed the contract to place the signs – the Municipal Attorney's Office reached the same conclusions as the Ombudsman's Office.

OM2021-1244, 1245, & 1246

Three constituents contacted the Ombudsman's Office to file complaints alleging that the Anchorage School District violated the Alaska Open Meetings Act, by making the meetings of the Inlet View Elementary Building Design Committee "private", and not open to the public.

The Ombudsman's Office reviewed the requirements of the Alaska Open Meetings Act and reviewed the Anchorage School District's online calendar for public meetings. The Ombudsman's Office determined that the Inlet View Elementary Building Design Committee is subject to the requirements of the Alaska Open Meetings Act, and meetings of the committee need to be open to the public and publicly noticed. Had the committee been comprised of only District staff, the meetings would not have been subject to the Open Meetings Act – members of the public serving on the committee triggered the requirements of the Open Meetings Act. The District's Chief Operating Officer concurred with the Ombudsman's determination - subsequent meetings of the committee were open to the public and were publicly noticed.

OM2021-1290

A retired Anchorage firefighter contacted the Ombudsman's Office regarding concerns with the MOA, Police & Fire Retirement System. The constituent was a candidate for the MOA, Police & Fire Retiree Medical Funding Program, Board of Trustees. At the time he was serving on the MOA, Police & Fire Retirement System Board. The constituent alleged that the Trustees had a policy manual that included a provision that Trustees cannot simultaneously serve as members of the Retirement System Board. The constituent believed that this policy did not conform to the criteria in municipal code for persons to be eligible to serve as Trustees.

The Ombudsman's Office reviewed the relevant code, and the Trustee's policy manual, and determined that the Trustee's policy was more restrictive regarding eligibility to serve, than the eligibility criteria found in the municipal code. The Ombudsman's Office discussed the situation with the Municipal Attorney's Office and the constituent drafted a memo to the Municipal Attorney outlining his concerns, and recommending that Legal review the matter, to prevent potential legal challenges to the current and future Trustee elections. The Municipal Attorney's Office provided legal guidance to the Trustees, and the policy manual was subsequently revised to remove the restriction involving concurrent service.

OM2021-1376

An MOA employee contacted the Ombudsman's Office regarding signs that the MOA, Traffic Engineering had placed at multiple street intersections. The signs stated that panhandling is prohibited in the median or roadway. The constituent questioned if panhandling is illegal in the MOA.

The Ombudsman's Office reviewed the relevant sections of code and interviewed several MOA employees regarding the formatting and placement of the signs. The signs cited AMC 14.70.160 - the Ombudsman's Office determined that the Superior Court held in 2014 that the code section cited on the signs violates Article 1, Section 5 of the Alaska Constitution (Free Speech). The Anchorage Police Department has not been enforcing the code section since the court's ruling. The State regulation that was cited on the signs, 13AAC.02.180, has been on the books since before statehood, and it is doubtful that the MOA could enforce it. The Municipal Attorney's Office and the Anchorage Police Department were not consulted regarding the signs and the verbiage that was used. The Ombudsman's Office requested that the Municipal Attorney's Officer review the matter – the signs were subsequently removed, modified, and re-installed.

OM2021-1377

An MOA employee expressed concerns to the Ombudsman's Office regarding signs that had been placed in the stairwells of the MOA H Street Parking garage. The signs stated that the facility is "Private Property" and they prohibited trespassing, loitering, and soliciting. The signs stated that violators would be prosecuted to the full extent of the law, and cited AMC 8.45.010. The employee questioned if the facility is private property.

The Ombudsman's Office reviewed the relevant codes. The H Street Parking Garage is a public facility that was constructed with MOA bond money. The MOA has no general loitering laws on the books, as multiple courts across the nation have struck them down. AMC 8.45.010 has strict standards regarding enforcing trespassing in public spaces – enforcement cannot infringe on First Amendment rights. The Ombudsman's Office requested that the Municipal Attorney's Office review the signs and assist the Anchorage Community Development Authority/Easy Park to ensure that the verbiage on the signs is legally sound. The signs were subsequently removed, modified, and re-installed.

OM2021-1426

A constituent emailed the MOA, ADA Coordinator, Municipal Manager, and other MOA employees, and copied the members of the Anchorage Assembly. The constituent alleged that the Anchorage Police Department and Parks & Recreation Department had broken the law by violating the provision of the Americans With Disabilities Act of 1990, as amended, by directing vehicles to park on a sidewalk and by not enforcing the ADA. The constituent alleged that "Parks and Rec shut down only sidewalk connecting DeBarr to Mountain View for queueing cars for firewood (clear ADA violation). APD called and

APD said no problem as cars were not on Boniface. Complaint filed. I asked that P&R and APD admit they violated law, that training be provided, and some process implemented so it would not happen again. I got excuses and promises. And no compliance with the MOA ADA complaint process. The MOA ignores the ADA regularly with impunity. It has to stop!". The constituent also alleged that the MOA, ADA Coordinator had failed to follow the guidelines for dealing with ADA complaints that are posted on the municipal website. An Assembly member forwarded the email to the Ombudsman's Office for review.

The Ombudsman's Office reviewed the relevant codes, the documents submitted by the constituent, the ADA, and interviewed multiple MOA employees. Based on the available evidence, the Ombudsman's Office determined that no MOA agency or employee committed an unlawful act by violating the provisions of the ADA – the drivers of the vehicles parked on the sidewalk on their own initiative. Neither the Anchorage Police Department or the Anchorage Parks & Recreation Department can enforce the ADA, which is federal civil rights legislation that is enforced by the U.S. Department of Justice. However, inadequate event planning on the part of Parks & Recreation Department staff created a situation where individual vehicle operators queued their vehicles on the sidewalk which most likely resulted in the minimum 36" ADA sidewalk width standard not being met. The ADA Coordinator met with senior Parks & Recreation staff to counsel and advise them regarding future Parks & Recreation events, and the responding APD officer counseled Parks & Recreation staff regarding coordinating traffic control with APD for future events. The Ombudsman's Office determined that these were appropriate, adequate, and effective responses. The complaint that the Parks & Recreation Department, and the Anchorage Police Department committed unlawful acts by violating the Americans with Disabilities Act of 1990, as amended, was UNSUPPORTED.

Based on the Ombudsman Office's review of the posted ADA policy document, it appears that the process issues raised by the complainant were caused, in part, by the Human Resources Department's attempt to create a one-size-fits-all policy. The policy outlines the processes and timeframes for responding to complaints from persons who are in a protected class (disabled) who believe that they have been discriminated against by MOA agencies in access to government programs, services, and benefits. The primary purpose of the policy document appears to have been to set out a formal process for resolving complaints that involve persons who have standing, and who are "harmed" by the actions of an MOA agency. However, the policy also states that "An individual may file an ADA complaint if that individual believes that he or she or a specific class of individuals has been subjected to discrimination by a Municipal agency on the basis of a disability." This language implies that a person who is not a member of a protected class (disabled) can file a complaint if they believe that an action of an MOA agency discriminates against a particular class of individuals. These types of general ADA complaints may not necessitate the same formal complaint resolution process that is outlined in the MOA's current policy. The processes for resolving these two different types of complaints necessitate different approaches and should be separated out in the policy document. Given the nature of the complaint referenced in this report, Human Resources staff responded to the complainant as they thought appropriate. However, although their response initially conformed to the requirements of the policy document, following an initial mediation meeting, the process got off-track,

*and did not strictly follow the processes, formats, and timeframes mandated by the policy. The complaint that the Municipality of Anchorage, Human Resources Department, ADA Coordinator did not comply with their office's posted policies related to how they respond to ADA complaints, related to processes, formats, and timeframes was **PARTIALLY JUSTIFIED**. The Ombudsman's Office recommended that Human Resources and the ADA Coordinator review and revise the policy document – the department accepted the recommendation.*

2021 PUBLIC OUTREACH

In 2021 the Ombudsman's Office worked to improve the office's interface with the public, including:

- Continuing to use our City View Public Portal, which allows individual to file complaints online. The portal is optimized for smart phones and tablets.
- Continuing to update and make effective use of the Ombudsman's page at www.muni.org/ombud.
- Using the Anchorage Ombudsman Facebook page to engage with the public.
- Distributing Anchorage Ombudsman t-shirts, wristbands, lapel pins and ink pens at public outreach events (limited due to the COVID – 19 global health pandemic, as was in-person outreach).
- Attending selected community events to interface with the public.



THE OMBUDSMAN OFFICE

- 】 Acts as a resource for citizens, by answering questions and providing information regarding Municipal government.
- 】 Recommends to the Assembly, the School Board and the Mayor, changes in policies and procedures and Anchorage Municipal Code, to make the Municipality and School District more responsive to the needs of individuals and the community.
- 】 Responds in an independent, impartial and confidential manner, while safeguarding the rights of persons and promoting higher standards of competency, efficiency and equity.
- 】 Investigates complaints against agencies, departments and employees of the Municipality and the School District, as authorized by Anchorage Municipal Code, Chapter 2.60.
- 】 Makes findings and recommendations through formal investigations about the fairness of official actions by the Municipality or the School District.

BEFORE YOU CONTACT THE OMBUDSMAN

- 】 Be prepared. Gather any needed information and write down your questions before calling a government office.
- 】 Don't hesitate to exercise your right to call or write government offices for assistance.
- 】 Ask for the names of employees you speak with, take notes and save all correspondence.
- 】 If you are having problems getting answers, or are being treated discourteously, be sure to speak with a supervisor. If a supervisor cannot satisfactorily address your concerns, you can contact the Ombudsman.
- 】 Courtesy works both ways; be pleasant. Everyone appreciates being treated courteously. Recognizing that, for the average citizen, government is often difficult to navigate, Anchorage's Home Rule Charter provides for a Municipal Ombudsman to act as an independent, impartial reviewer of citizen complaints.

FROM DARREL HESS & MAY RAMIREZ-XIONG

It is our honor to serve the people of Anchorage as your Municipal Ombudsman and Deputy Ombudsman. The Anchorage Ombudsman's office is your independent voice for fairness in local government. Our office strives to assist citizens in navigating the agencies and departments of the Municipality of Anchorage and the Anchorage School District, responding to your concerns and questions.

Our goal is to assist, in some fashion, every person who contacts our office. Many of the issues brought to us are non-jurisdictional, but we will attempt to direct you to the correct person, agency, department, business or nonprofit, who can help you.

We look forward to informing, assisting and empowering you regarding local government policies, procedures and codes. Our services are free of charge, and available to anyone within the Municipality. It is our privilege to serve you.

WHAT IS AN OMBUDSMAN?

Ombudsman is a Swedish term, which means “protector or defender of people’s rights.” The Anchorage Ombudsman is appointed by the Assembly and is an independent, impartial reviewer of complaints and concerns. The Municipal Ombudsman is authorized by the 1975 Anchorage Home Rule Charter, and is governed by Anchorage Municipal Code, Chapter 2.60.

The Ombudsman is nominated by an Assembly selection committee, and if confirmed by the Assembly, serves a two year term. Reappointment is allowed. The Ombudsman investigates complaints of unfair treatment and unreasonable actions by the Municipality of Anchorage and the Anchorage School District, and their employees.

Complaints may result from the action, or lack of action, by a Municipal or School District employee. Often complaints are based on misunderstandings of Municipal or School District policies and procedures, Municipal Codes or individual rights. The Ombudsman can interview Municipal and School District Employees, examine confidential documents, inspect agency and department premises, and issue subpoenas.

The Ombudsman is a neutral fact finder when reviewing and researching complaints and the Ombudsman is not an advocate. If an Ombudsman investigation determines that an agency, department or employee made a mistake, or acted unfairly or arbitrarily, the Ombudsman may recommend corrective action. While the Municipality and School District do not have to follow the Ombudsman’s recommendations, they usually do.

THE OMBUDSMAN DOES NOT INVESTIGATE:

- The Assembly
- The Mayor
- The School Board
- State or Federal Agencies or Employees
- Disputes between private parties
- Tenant/Landlord disputes
- Decisions more than one year old (generally)
- Matters being adjudicated by the courts

MUNICIPALITY OF ANCHORAGE



COMPLAINT FORM

The Ombudsman's Office was established in addition to other remedies or rights of appeal, as an independent, impartial municipal office, readily available to the public, responsible to the Assembly, empowered to investigate the acts of Municipal agencies and Anchorage School District, and to recommend appropriate changes toward the goals of safeguarding the rights of persons and of promoting higher standards of competency, efficiency, and equity in the provision of municipal services.

Please fill out and mail to:

Municipal Ombudsman
PO Box 196650
Anchorage, AK 99519-6650

Name		Date
Address		
City	State	Zip
Phone Number	Alt. Phone Number	
Email Address:		
Name of municipal department you are complaining about:		
Have you tried to resolve the complaint with the department? <input type="checkbox"/> YES <input type="checkbox"/> NO		
<div style="border: 1px solid black; border-radius: 15px; padding: 5px; text-align: center;">*It is important to try to resolve your issue with the agency's help before involving the Ombudsman.</div>		
Please provide names and contact information for people you have spoken with and what their response was to your complaint.		
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MUNICIPALITY OF ANCHORAGE OMBUDSMAN COMPLAINT FORM

"The Ombudsman may investigate the administrative acts of agents of the municipality,...The Ombudsman shall be barred from inquiry into acts of the Mayor, the Assembly or School Board." **AMC 2.60.110.A. D**

What did the department do that you think is wrong? _____

What do you want from the department? _____

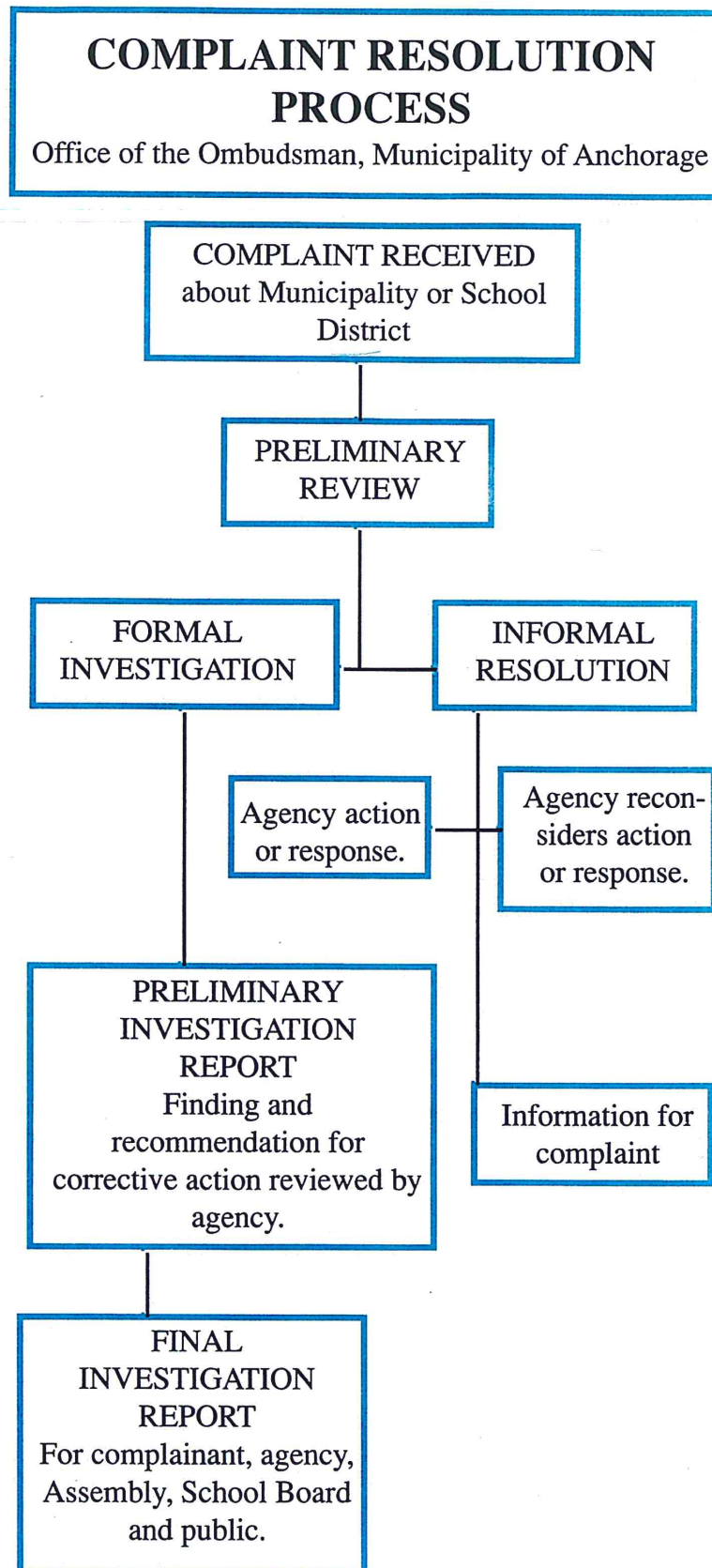
Please provide any other information we may need to help us investigate your complaint. _____

***IMPORTANT We will not give out your name without your consent. Do you give permission to use your name when talking to the agency?** ☐ YES ☐ NO Initial _____

Use this space to provide any further information you feel may be useful in our investigation. **Remember: The Municipal Ombudsman only investigates complaints about municipal agencies.** Use extra paper if necessary.

What do you want the Ombudsman to do for you? _____

Signature _____ Date _____





In 2014, Anchorage joined the Welcoming Cities project, a collection of cities from across the United States that recognizes the economic, cultural and social contributions that immigrants and refugees make to our communities. Building on this network, Welcoming Anchorage is a collaboration between the Municipality of Anchorage, local businesses and organizations and the Anchorage Economic Development Corporation that strives to reinforce Anchorage as a place proud of our heritage and poised to position ourselves as a globally competitive, culturally vibrant 21st century community.

The Welcoming Anchorage initiative has five pillars: Employment and Entrepreneurship; Civic Engagement; Connected, Safe and Healthy Communities; Equitable Access; Education.

Employment and Entrepreneurship: Ensuring engagement in all sectors of Anchorage's economy by tearing down barriers to entry and minimizing "brain waste." Promoting entrepreneurship opportunities

Civic Engagement: Hosting annual Welcoming Week activities; hosting community wide diversity events, creating community partnerships, designing and hosting civic engagement academies

Connected, Safe and Healthy Communities: Promoting public safety, education about the law, and cultural awareness among service providers

Equitable Access: ensuring access for limited English proficient residents, eliminating barriers to community services

Education: building cradle to career opportunities for newcomers including childhood and adult education and ESL opportunities

#WelcomingAnchorage

On Facebook: www.facebook.com/WelcomingAnchorage

On muni.org: www.muni.org/departments/assembly/welcominganchorage

Contact Welcoming Anchorage: WelcomingAnchorage@muni.org



OMBUDSDOG



**SPECIAL THANKS TO TIGGER,
THE OMBUDSDOG**



ACKNOWLEDGMENT

10.F.1.

This annual report was prepared by the following members of the Ombudsman's Staff:

Darrel W. Hess, Municipal Ombudsman
May Ramirez-Xiong, Deputy Ombudsman



May and Darrel



A special thank you to the Municipal Reprographics Team:
Reeve, Krista, Syd and Brandon, for their professionalism and invaluable
assistance.

"The world isn't fair, Calvin" "I know Dad, but why isn't it ever unfair in my favor?"

— Bil Watterson. The Essential Calvin and Hobbes: A Calvin and Hobbes Treasury



**MUNICIPALITY OF ANCHORAGE
ASSEMBLY INFORMATION MEMORANDUM**

10.F.2.

AIM No. 126-2022

Meeting Date: July 26, 2022

FROM: MAYOR

**SUBJECT: CONTRACTS AWARDED BETWEEN \$50,000 AND \$500,000 THROUGH
FORMAL COMPETITIVE PROCESSES FOR THE MONTH OF JUNE 2022.**

Anchorage Municipal Code 7.15.040 states that contracts between \$50,000 and \$500,000 awarded through formal competitive processes would be reported to the Assembly in a monthly informational memorandum. Attached is the list of awards made for the month of June 2022.

Prepared by:	Rachelle A. Alger, Purchasing Director
Concur:	Ross Risvold, Acting CFO
Concur:	Amy Demboski, Municipal Manager
Respectfully submitted:	Dave Bronson, Mayor

10.F.2.

Project Number	Vendor	Commodity/Service	Award Date	Amount	# 10.F.2. Dept
2022B027	Snowline Alaska	Provide year-round Maintenance Services for Glen Alps Service Area (LRSA)	June 21, 2022	\$300,000.00	PW
2022C018	Consolidated Contracting & Engineering	Greenhouse No. 1 lighting upgrade	June 28, 2022	\$52,860.00	M&O



MUNICIPALITY OF ANCHORAGE

ASSEMBLY INFORMATION MEMORANDUM

AIM No. 127-2022

Meeting Date: July 26, 2022

From: MAYOR

Subject: SECOND QUARTER 2022 PERFORMANCE MEASURE REPORT

The quarterly performance measure data from April 1, 2022 through June 30, 2022 for municipal departments will be available July 30, 2022 per AMC 6.40.016, on the Office of Management and Budget's website:

<http://www.muni.org/Departments/Mayor/Pages/PVR.aspx>

The "Anchorage: Performance. Value. Results." (PVR) initiative is a framework designed to communicate to citizens the effectiveness of services being delivered, which contrasts with the more customary measure of how much more or less is being spent. As the Assembly appreciates, public sector management involves a unique set of challenges, especially when the one constant is change. Increasing demands for services, limited resources, and greater expectations for service all combine to form a dynamic environment. PVR is a "report card" on the effectiveness of the Municipality in programmatically meeting these expectations.

Prepared by: Office of Management and Budget (OMB)
Concur: Courtney Petersen, OMB Director
Concur: Amy Demboski, Municipal Manager
Respectfully submitted: Dave Bronson, Mayor



10.F.4.

MUNICIPALITY OF ANCHORAGE
Assembly Information Memorandum

No. AIM 128-2022

Meeting Date: July 26, 2022

1 **From: MAYOR**

2
3 **Subject: ANCHORAGE EQUAL RIGHTS COMMISSION 2021 ANNUAL**
4 **REPORT**

5
6
7 The Anchorage Equal Rights Commission members and staff respectfully submit
8 the Commission's 2021 Annual Report to the Anchorage Assembly.
9

10
11
12
13
14
15 Prepared and approved by: Marie C. Husa, Acting Executive Director
16 Concur: Amy Demboski, Municipal Manager
17 Respectfully submitted: Dave Bronson, Mayor
18

ANCHORAGE EQUAL RIGHTS COMMISSION

AERC

AERC

Anchorage Equal Rights Commission

2021 ANNUAL REPORT

Anchorage Equal Rights Commission

Preventing and Eliminating Discrimination



Artwork created by Erika Travis, ASD Sixth Grade

www.muni.org/aerc • aerc@muni.org • (907) 343-4342 • 632 W. 6th Ave, Ste 110, Anchorage, AK



I.	PEOPLE	PAGE 1
II.	A MESSAGE FROM THE CHAIR AND EXECUTIVE DIRECTOR.....	PAGE 2
III.	FUNCTIONS OF THE ANCHORAGE EQUAL RIGHTS COMMISSION	PAGES 3 - 4
IV.	STRATEGIC PLAN	PAGES 5 - 6
V.	REPORT ON OUTREACH AND EDUCATION PROGRAMS	PAGES 7 - 8
VI.	ENFORCEMENT ACTIONS AND STATISTICS.....	PAGES 9 - 14
VII.	COMMENTS, THOUGHTS, IDEAS	PAGE 15

2021 COMMISSION MEMBERS

Diane Heaney-Mead, Chair
Minoo Minaei, Vice-Chair
Eric Talbert, Secretary
Kimberly Pace, Member
Joshua Vo, Member
Darrel Hess, Member
Lea McKenna, Member
Gabriela Olmos, Member
Heather Barbour, Member

2021 STAFF MEMBERS

Mitzi Bolaños Anderson, Executive Director
Stephanie M. Jedlicka, Senior Investigator
Marie Husa, Investigator
Gita Franklin, Investigator
Megan N. Moffitt, Investigator / Intake & Outreach Coordinator
Natalie K. Day, Executive Assistant

CONTACT INFORMATION

Anchorage Equal Rights Commission
632 West 6th Avenue, Suite 110 – City Hall
Anchorage, Alaska 99501-6312
P.O. Box 196650
Anchorage, Alaska 99519-6650

Complaint Hot line: (907) 343-4343
Office: (907) 343-4342
Fax: (907) 249-7328
Email: AERC@muni.org
Deaf and Hard of
Hearing Persons: Dial 711 for Alaska Relay Services
Website: www.muni.org/aerc
Facebook: www.facebook.com/AnchorageEqualRightsCommission

MEETING DATES AND LOCATION INFORMATION

The AERC Commissioners regularly meet at 6:00 p.m. on the third Thursday of odd months in the Mayor's Conference Room, Suite 830 in City Hall, or virtually via Microsoft Teams. Meeting information is posted on the MOA Public Notices website, the AERC website, and under Upcoming Events on the MOA Boards and Commissions website.



To the Honorable Mayor Dave Bronson, the Anchorage Assembly, and the Community of Anchorage:

On behalf of the Anchorage Equal Rights Commission (AERC), we are pleased to present AERC's 2021 Annual Report. The report reflects the work of Commissioners and staff throughout the year in furtherance of AERC's mission to prevent and eliminate discrimination within the Municipality and to provide education to the public about municipal and federal anti-discrimination laws.

This year, AERC focused its outreach efforts on Alaska's youth. We shared presentations with young Alaskan leaders regarding anti-discrimination laws at the Bettye Davis 2021 Youth Leadership Summit and also collaborated with the Anchorage School District on an art contest where students were asked to submit designs that conveyed AERC's core values of inclusion, access, and opportunity. Their artwork is featured within this Report.

During Pride Month, AERC collaborated with See Stories, Bitanga Productions, Identity Alaska, Alaska State Council on the Arts, Spirit of Youth, and the U.S. Equal Employment Opportunity Commission (EEOC) to create a series of videos to celebrate the LGBTQ+ community in Anchorage and to highlight the resources that AERC can provide. We also partnered with the Alaska State Commission for Human Rights once again this year to provide a Disability Discrimination training for the Alaska Small Business Development Center.

Staff kept their skills sharp in 2021 by engaging in virtual training, including: (1) EEOC's Annual Training Conference; (2) EEOC's COVID-19 Vaccines and Safety Training; (3) EEOC's Moving Forward: Race and National Origin in the Workplace Training; and (4) Women's Power League of Alaska's Sexual Misconduct in the Workplace Training.

Pursuant to our mandate to enforce Title 5 of the Anchorage Municipal Code and federal anti-discrimination laws, such as the Americans with Disabilities Act (ADA) and Title VII of the Civil Rights Act of 1964, AERC staff processed 385 inquiries from residents and visitors to Anchorage and the surrounding areas during 2021. Of those inquiries, 72 new discrimination complaints were filed with our agency, and 45 of those were co-filed with the EEOC. Additionally, 97 cases were closed by settlement, investigation, or conciliation in 2021.

Commissioners and staff look forward to continuing our work to prevent and eliminate discrimination in our community through public education and enforcement of local and federal anti-discrimination laws.

Sincerely,

Diane Heaney-Mead

Diane Heaney-Mead, Chair

Mitzi B. Anderson

Mitzi B. Anderson, Executive Director

What is the Anchorage Equal Rights Commission?

The Anchorage Equal Rights Commission (AERC) was established in the Anchorage Charter in 1975 and is the municipal law enforcement agency charged with preventing and eliminating unlawful discrimination under Title 5 of the Anchorage Municipal Code. The AERC also enforces the Americans with Disabilities Act of 1990 and Title VII of the Civil Rights Act of 1964 through a work-share agreement with the federal Equal Employment Opportunity Commission.

How does the AERC enforce the law?

The AERC and its staff enforce the law by impartially investigating complaints alleging illegal discrimination or harassment based on:

- Race
- Color
- Religion
- National Origin
- Age
- Sex (Pregnancy and Parenthood)
- Sexual Orientation
- Gender Identity
- Marital Status
- Physical Disability
- Mental Disability
- Retaliation

It is unlawful to discriminate in:

- Employment
- Housing
- Public Accommodations
- Educational Institutions
- Financial Institutions
- Practices of the Municipality of Anchorage

What constitutes discrimination?

Discrimination means any direct or indirect act or practice of exclusion, distinction, restriction, segregation, limitation, refusal or denial or any other act or practice of differentiation or preference in the treatment of a person because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability, or the aiding, abetting, inciting, coercing, or compelling thereof.

AMC 5.20.010

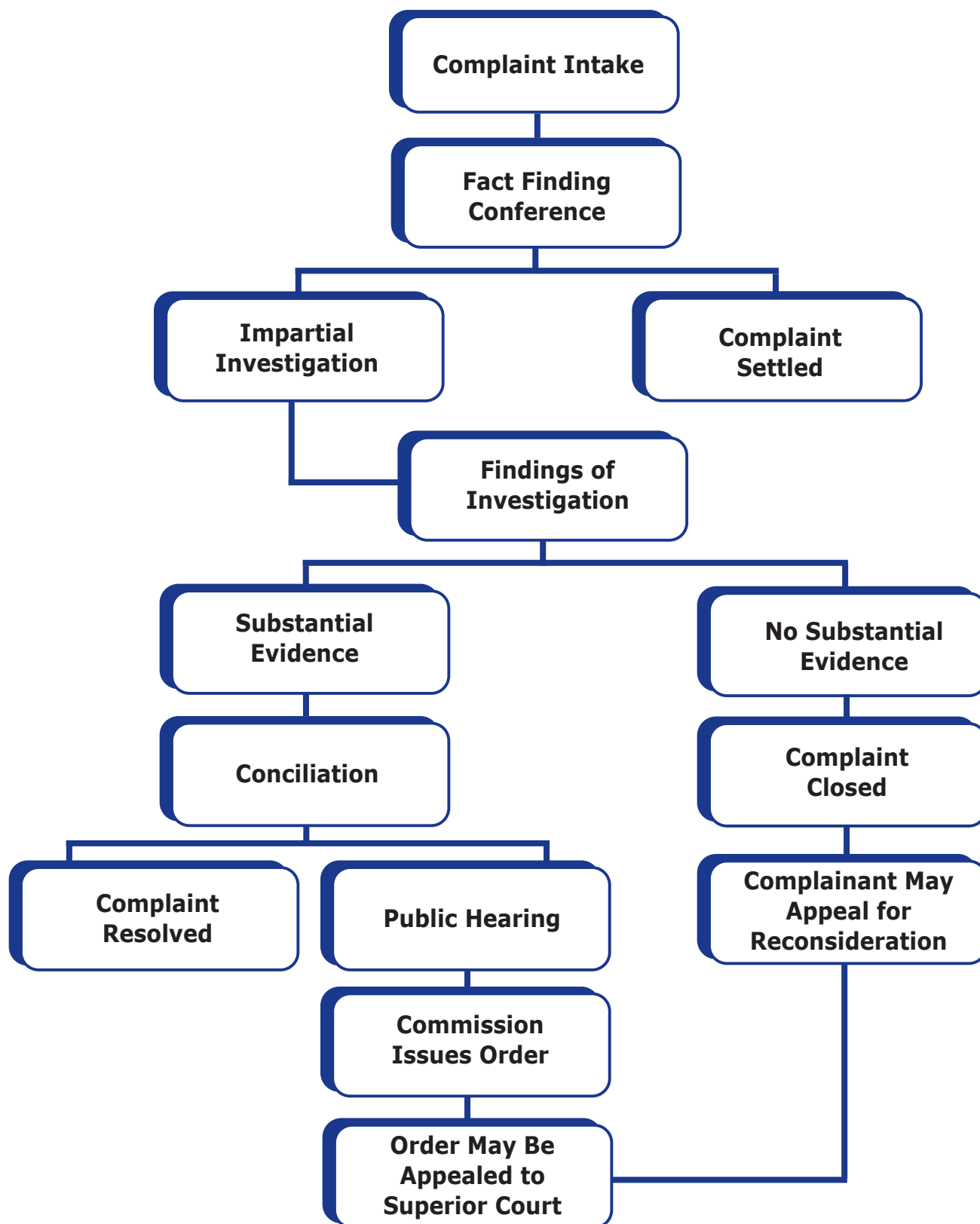
Discrimination also includes retaliating against someone for engaging in a protected activity, such as complaining of discrimination or requesting a reasonable accommodation.

What is the AERC complaint process?

If you feel that you are being discriminated against, call our office or fill out our online intake questionnaire, and a staff member will review your concerns within 24 hours. A complaint will be drafted for you if the AERC determines that it has jurisdiction over your concerns. Please see the complaint process flow chart for more information.

If the AERC does not have jurisdiction over your concerns, a staff member will refer you to the appropriate agency.

AERC COMPLAINT PROCESS FLOW CHART



AERC STRATEGIC PLAN 2020 - 2025

Document Control

Prepared by

Commission Members

Kimberly J. H. Pace, Chair
Diane Heaney-Mead, Vice-Chair
Joshua Vo, Secretary
Lea McDermid McKenna
Gabriela Olmos
Minoo Minaei
Darrel Hess
Heather R. Barbour
Eric Talbert

Staff

Mitzi Bolaños Anderson, Executive Director
Stephanie M. Jedlicka, Investigator
Gita Franklin, Investigator
Marie C. Husa, Investigator
Joshua S. Blalock, Investigator
Natalie K. Day, Senior Office Associate

Distribution Control

Version 3.0

Document Location

Anchorage Equal Rights Commission
632 W. Sixth Avenue, City Hall
Suite 110
Anchorage, Alaska 99501

Mission

The Anchorage Equal Rights Commission enforces municipal and other anti-discrimination laws on behalf of all residents and visitors to Anchorage. The Commission also educates the public about anti-discrimination laws and seeks to increase voluntary compliance with such laws and to uphold the vision of equal opportunity for all.

Vision

To support and maintain a community in which each person values the rights of others to live, work and play in peace and dignity, and all persons have equal opportunity to realize their full potential both as individuals and as members of society.

Commission Goals**Goal One**

Continue to develop our outreach and marketing plan to improve ways to inform the community about the Commission's services via collaboration and technology.

Goal Two

Review Title 5 annually and recommend revisions, if necessary, to ensure code is accurate, facilitates staff work, and is responsive to the community.

Goal Three

Develop and maintain Commission Development and Orientation Committee to ensure qualified Commission members are timely appointed and trained.

Staff Goals**Goal One**

Respond to inquiries in a timely manner.

Goal Two

Timely investigate allegations of discrimination.

Goal Three

Eliminate and prevent discriminatory practices by providing outreach and education to our community.

Goal Four

Advance staff professionalism by creating and implementing individualized professional development plans.

The Principles & Values that Guide Our Work

Honesty and Integrity

Respect for Everyone

Commitment to Fairness and Impartiality

Teamwork is How We Do Business

In 2021, the COVID-19 pandemic continued to highlight health and economic disparities, among others, that exist in our community. It also strengthened our commitment to acknowledging these inequities and exploring ways to engage our community about these challenges in our own communities.

Our staff continued to engage in trainings that expanded our own knowledge and capacity. We also developed new partnerships, both externally in the community and internally with other municipal departments.

This year, we saw a return to limited in-person events, and we were grateful for the opportunities to greet our neighbors. Lastly, we continued to direct individuals to appropriate resources as we received calls about a variety of concerns.

Training for Municipal Prosecutor's Office:

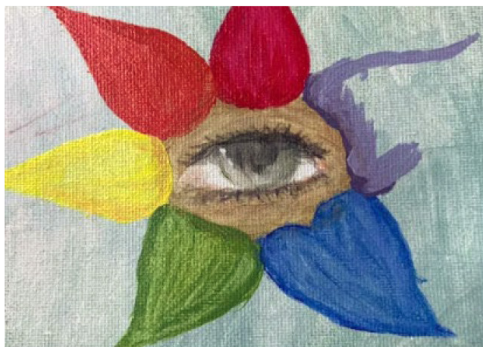
The AERC worked closely with the Municipal Prosecutor's Office to coordinate an implicit bias training for their staff. After an extensive search, the AERC facilitated four trainings with Professor Sarah Redfield, a law professor and author who specializes in implicit bias within the legal system. Prof. Redfield also hosted debrief sessions after her trainings. The AERC was grateful for the opportunity to support another municipal agency in their equity and inclusion efforts.

Anchorage School District Collaboration:

The AERC and Anchorage School District collaborated to provide a contest with ASD's middle school and high school students. Classrooms were asked to submit designs that conveyed the AERC's core values of inclusion, access, and opportunity. The winning students were presented with certificates and Barbara Lavalley prints in recognition of their talent. Their artwork is also featured within this report.

Pride Month Videos:

The AERC connected with several community partners to create three videos to celebrate the LGBTQ+ community in Anchorage and to highlight the resources that AERC can provide. We are grateful to See Stories, Bitanga Productions, Identity Alaska, Alaska State Council on the Arts, Spirit of Youth, and U.S. Equal Employment Opportunity Commission for their collaboration and support.



Discrimination hurts
Discrimination divides
Discrimination is illegal



Staff Training Highlights:

- Anchorage Assembly Anti-Racism/Racial Equity Training hosted by Anchorage School District and First Alaskans Institute
- Sexual Misconduct in the Workplace Training presented by the Women's Power League of Alaska
- Allyship in Action Training hosted by the Anti-Defamation League.
- EEOC's COVID-19 Vaccines and Safety: What Employers Need to Know Now Webinar
- Leading Organizational Change Training presented by the Municipality of Anchorage
- EEOC's Annual Investigator Conference and New Investigator Intensive Training
- Practicing Inclusive Engagement Webinar hosted by Civic Plus and Civic Space
- FBI Citizens Academy
- EEOC's Moving Forward: Race and National Origin in the Workplace
- Implicit Bias Training led by Professor Sarah Redfield

Community Trainings:

- Small Business Administration: The AERC presented at the Small Business Administration's Biz Power Hour together with the Alaska State Commission for Human Rights. The presentation covered the Americans with Disabilities Act, focusing on what small businesses should know when receiving requests for accommodations by employees or patrons.
- Alaska Literacy Program: The AERC conducted a presentation about AERC services for community members as part of the "Understanding Municipal Government Community Series" hosted by Alaska Literacy Program, Catholic Social Services, and the Anchorage Public Library.
- Alaska Bar Association: The AERC shared updates and answered questions regarding the AERC at an Alaska Bar Employment Section monthly meeting.
- Alaska State Commission for Human Rights (ASCHR): The AERC gave a presentation about the AERC's process and effective strategies for Fact Finding Conferences.
- Bettye Davis 2021 Youth Leadership Summit: The AERC shared two presentations with young leaders regarding anti-discrimination laws and answered questions.

Municipal Engagement:

- Equity Cabinet: This group of department heads initially came together to discuss equity issues arising from pandemic relief efforts, but later expanded to analyze and make recommendations on other equity-related community and staff concerns.
- Equity and Inclusion Subcommittee: Part of the Economic Resiliency Task Force (ERTF), this subcommittee discusses and develops outreach activities to ensure that information related to pandemic relief efforts is appropriately communicated throughout the community.

EEOC: AERC staff committed significant time and expertise in testing and providing valuable feedback to the EEOC for their new Agency Records Center. The AERC was instrumental in ensuring that FEPAs had the same level of access and features within the EEOC recordkeeping system.

IAOHRA: Executive Director Mitzi Bolaños Anderson was elected the Western Region Representative for the International Association of Official Human Rights Agencies (IAOHRA).

SAY YES TO THE ADDRESS

Complainant filed an AERC complaint alleging that her landlord discriminated against her on the basis of disability when they did not transfer her to a different apartment unit as part of her reasonable accommodation request. Complainant also alleged that her landlord harassed her and retaliated against her for reporting her discrimination concerns. Investigation showed that the landlord offered a unit to Complainant that fit her requirements, and after Complainant declined the unit, the landlord continued to offer other options to Complainant. Investigation showed that the landlord continued to attempt to find solutions for Complainant's housing concerns and followed their accommodation policies. Investigation did not produce evidence to show that Respondent failed to accommodate or attempted to harass or retaliate against Complainant. The AERC issued a no substantial evidence finding.

HALLWAY HAVOC

Complainant filed an AERC complaint alleging that his employer discriminated against him based on race when he was the only employee terminated after a heated hallway argument with his coworker. Complainant alleged that his coworker misheard a comment and then falsely accused him of disrespectful behavior. Complainant claimed that both employees used inappropriate language and raised their voices during their argument, but he was unfairly punished with termination. Respondent asserted that Complainant was perceived as the aggressor since he physically pursued his coworker down the hallway, and Respondent denied that race was a factor. A Fact Finding Conference was held in the matter, and the parties reached a settlement agreement. The agreement included allowing Complainant back onto the property as a customer.

SUCCESSFUL SETTLEMENT

Complainant filed an AERC complaint alleging that her employer discriminated against her based on her sex and national origin by subjecting her to unwelcome verbal and physical conduct, including inappropriate touching, comments about physical appearance, and calling her by the name of a cartoon character of Complainant's national origin. Complainant alleged that she involuntarily resigned due to the intolerable working conditions.

After the Fact Finding Conference, the parties reached a settlement that included: (1) Respondent affirming that it would not discriminate against any person on the basis of their protected class; (2) Respondent agreeing to post an AERC informational poster at the place of business; (3) Respondent agreeing to provide a minimum of two (2) hours of training to its board members, managers and supervisors in the laws prohibiting discrimination in employment; and (4) Respondent paying back wages to Complainant.

WASH YOUR HANDS BEFORE RETURNING TO WORK

A female African American employee alleged that after she notified her supervisor that she lost her identification and could not fly to her jobsite, she was informed that she would have to wait for her next hitch, even though her white male coworker was able to rearrange travel for the next available time after he missed his flight. The employee also alleged that her employer falsely accused her of a food safety violation and terminated her employment based on that, even though it does not terminate other employees for similar violations.

Investigation showed Complainant and her coworker missed their flights on or around the same day and that, because Complainant's coworker stayed at the airport, their supervisor was able to reschedule his flight for later that day. Investigation showed that the supervisor booked a flight for Complainant to leave two days later. Evidence showed that both employees received counseling for missing their flights. Investigation showed that Respondent had a record of Complainant's performance issues and that this was her final warning for missing her flight again.

Investigation showed that Respondent received a complaint that Complainant entered and exited the restroom wearing sanitary food preparation gloves during her shift. Investigation showed that Complainant was suspended pending an investigation, and that after reviewing Complainant's employment history, Respondent decided to terminate her. Evidence showed that Respondent has terminated at least three employees for unsatisfactory performance and policy violations, with at least two of those employees being white males.

Investigation did not show that Complainant was treated differently or terminated based on her race or sex, and the AERC issued a no substantial evidence finding.

SUPERVISORY TRAINING NEEDED

Complainant filed an AERC complaint alleging that his supervisor discriminated against him based on his race and sex by subjecting him to unwelcome verbal and physical conduct when his supervisor told him repeatedly that "he did not sound like a Black man" and would punch him on the arm and put him in a headlock, which he did not do with female employees. Complainant further alleged that he did not receive proper training or a raise because of his race, and that he involuntarily resigned after approximately six months of employment due to the intolerable working conditions.

Respondent asserted that it was not made aware of Complainant's concerns until after his resignation and immediately investigated, which resulted in mandatory training and a disciplinary warning for the supervisor. A Fact Finding Conference was held in the matter and the parties reached a settlement that included: (1) Respondent affirming that it would not discriminate against any person on the basis of their protected class (2) Respondent agreeing to post an AERC informational poster at the place of business; and (3) Respondent paying back wages to Complainant.

PROPER PRONOUNS

An employee filed a discrimination complaint alleging a hostile work environment on the basis of gender identity. Complainant transitioned to male after beginning employment and asked his employer's Vice President to refer to him in his male name and in male pronouns. Complainant alleged that he was quickly subjected to harassing conduct when the Vice President refused to honor his request and continued to call him by his previous name and use female pronouns. Complainant also disclosed his gender identity to his coworkers and alleged they then avoided him and stopped working with him. Complainant eventually resigned due to what he alleged were intolerable working conditions.

Respondent denied discriminating against Complainant and asserted that they were not given time to adjust to Complainant's new gender identity. A Fact Finding Conference was held, after which the parties reached a private settlement that included a monetary award to Complainant.

FAILURE TO HIRE FIASCO

An individual filed an AERC discrimination complaint alleging that a company failed to hire him because of his disability and because it perceived him as disabled because of a prior accident. A Fact Finding Conference was held in the matter and an investigation ensued.

Investigation showed that Complainant applied for the position and was the only applicant interviewed for it. Evidence did not show that Complainant disclosed a disability on his application. Investigation did show that the hiring manager was aware that Complainant had been in an accident, but not that he was aware of the details of the accident or of Complainant's disability.

Investigation showed that Respondent's interview process consisted of a questionnaire, which Complainant completed and scored 60%, and then an in-person interview. Investigation showed that Respondent's hiring manager contacted four of Complainant's references, two of whom provided a negative reference. Investigation showed that Respondent determined Complainant was not the best qualified for the position and did not hire him. Investigation did not produce evidence to show that Respondent refused to hire Complainant because of a disability or because it perceived him as disabled, and the AERC issued a no substantial evidence finding.

A "KNEED" TO ENGAGE

Complainant filed a discrimination complaint alleging that Respondent discriminated against her based on her disability when it terminated her employment after she requested reasonable accommodations. Investigation showed that after a knee injury, Complainant missed work and later requested accommodations due to knee pain. Investigation showed that two days after receiving Complainant's request, Respondent terminated Complainant for excessive absences, among other things, and informed Complainant that her accommodation request was denied.

The Commission found substantial evidence of discrimination for Respondent's failure to engage in the interactive process with Complainant after receiving her request for accommodations. Once an accommodation request is made, employers are required to engage in good faith with employees to find an accommodation that is reasonable, if one is available.

The AERC conciliated the case and the Conciliation Agreement included: (1) Respondent affirming that it would not discriminate against any person on the basis of their protected class; (2) Respondent agreeing to post an AERC informational poster at its place of business; (3) Respondent adopting and disseminating to all its employees a nondiscrimination policy to specifically include the Americans with Disabilities Act, reasonable accommodation, and the interactive process; (4) Respondent's managers and supervisors engaging in two hours of training regarding reasonable accommodations and the interactive process; and (5) Respondent paying back wages to Complainant in the sum of \$8,300.

Inquiries and New Complaints

	2017	2018	2019	2020	2021
Inquiries	523	498	516	408	385
New Complaints	134	119	130	82	72
% of Perfected Complaints and Inquiries	25.6%	23.9%	25.2%	20.09%	18.70%

Complaint Filings by Area of Discrimination

	2017	2018	2019	2020	2021
Employment	125	106	116	68	57
Housing	3	5	6	7	7
Public Accommodations	6	6	4	6	7
Financing	0	0	0	0	0
Educational Institutions	0	0	0	1	0
Practices of the MOA	0	3	4	0	1
TOTALS:	134	119	130	82	72

Complaint Filings by Basis*

	2017	2018	2019	2020	2021
Race/Color	44	45	38	32	22
Retaliation	38	31	37	29	19
Physical or Mental Disability	49	43	50	28	30
Sex (includes Pregnancy and Parenthood)	30	33	28	25	11
Age	17	17	23	13	4
National Origin	10	6	11	7	8
Religion	3	1	4	2	2
Sexual Orientation	6	8	3	2	1
Gender Identity	1	2	1	2	0
Marital Status	1	2	1	2	3

*Many complaints were filed on more than one basis.

Case Age

		80 or less	81- 190	191- 240	241- 320	321- 400	400 or more	Total Cases	Total # and % Over 240
2017	# of Cases	31	30	6	4	5	4	80	13
	% of Cases	38.75%	37.5%	7.5%	5%	6.25%	5%	100%	16.25%
2018	# of Cases	11	33	9	7	7	4	71	18
	% of Cases	15.49%	46.48%	12.68%	9.86%	9.86%	5.63%	100%	25.35%
2019	# of Cases	28	28	18	12	3	6	95	21
	% of Cases	29.47%	29.47%	18.95%	12.63%	3.16%	6.32%	100%	22.18%
2020	# of Cases	12	19	8	8	12	36	95	56
	% of Cases	12.63%	20.0%	8.42%	8.42%	12.63%	37.89%	100%	58.94%
2021	# of Cases	14	12	6	9	7	22	70	38
	% of Cases	20.00%	17.14%	8.57%	12.86%	10.00%	31.43%	100%	54.28%

Resolutions Providing for Elimination of Discriminatory Practices

	2017	2018	2019	2020	2021
Total Predetermination Settlements, Conciliations or Settlements that include remedial measures provided by Title 5	39/39	41/41	33/33	23/23	21/21
Total Dollars in Settlements	\$234,778	\$195,644	\$161,481	\$55,476	\$106,707

2021 Post-Determination Cases as of 12/31/2021

Number of Cases in Conciliation status: 0 Number of Cases Appealed to Superior Court: 0

Determinations and Case Closures

	2017	2018	2019	2020	2021
Total Determinations and other Case Closures	126	126	108	83	97

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Anchorage Equal Rights Commission

Anchorage Equal Rights Commission

Preventing and Eliminating Discrimination



Artwork created by Ezra G, ASD Sixth Grade

www.muni.org/aerc • aerc@muni.org • (907) 343-4342 • 632 W. 6th Ave, Ste 110, Anchorage, AK

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MUNICIPALITY OF ANCHORAGE
ASSEMBLY INFORMATION MEMORANDUM

10.F.5.

AIM No. 129-2022

Meeting Date: July 26, 2022

From: MAYOR

**Subject: INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL
959 (TMS) COLLECTIVE BARGAINING AGREEMENT
NEGOTIATIONS HAVE COMMENCED**

In accordance with Anchorage Municipal Code subsection 3.70.090D.2, the Municipality of Anchorage (MOA) and International Brotherhood of Teamsters, Local 959 (TMS) began negotiations on June 30, 2022, for a successor agreement to the June 23, 2020 – December 31, 2022 MOA/TMS Collective Bargaining Agreement.

Prepared by:	Raylene Griffith, Labor Relations Director
Approved by:	Niki Tshibaka, Chief Human Resources Officer
Concur:	Courtney Petersen, OMB Director
Concur:	Mario L. Bird, Municipal Attorney
Concur:	Amy Demboski, Municipal Manager
Respectfully submitted:	Dave Bronson, Mayor

ANCHORAGE, ALASKA
AO No. 2022-42

**AN ORDINANCE OF THE ANCHORAGE MUNICIPAL ASSEMBLY WAIVING
CERTAIN FEES ESTABLISHED IN THE ANCHORAGE MUNICIPAL CODE AS
AN ECONOMIC STIMULUS MEASURE IN RESPONSE TO THE COVID-19
PUBLIC HEALTH EMERGENCY.**

WHEREAS, the Anchorage Assembly understands that while the community is becoming safer from the COVID-19 pandemic and its threat to public health, there is still a need to support and incentivize local development and construction, transportation services, and the restaurant and hospitality industries as the economy continues to recover from the detrimental impacts of the public health emergency; and

WHEREAS, during 2020 and 2021, Mayor Berkowitz, Acting Mayor Quinn-Davidson, and the Anchorage Assembly, supported waiver of several permit, inspection and other fees established in the Anchorage Municipal Code to encourage and support local development and construction, transportation services, and the hospitality industry, as iterated below; and

WHEREAS, the Assembly previously passed AO 2020-46, as amended, waiving portions of Title 21 and Title 23 development fees; and

WHEREAS, the Assembly previously passed AO 2020-52 waving portions of Title 11 annual permit fees for taxis, vehicles for hire, and dispatching services; and

WHEREAS, the Assembly previously passed AO 2020-88 waiving permit fees for bed and breakfasts; and

WHEREAS, the Assembly previously passed AO 2021-19(S), as amended, waiving portions of Title 16 annual permits fees for hospitality industry and food permit users; and

WHEREAS, the Anchorage Assembly received positive feedback from the community when it waived these fees in 2020 and 2021; and

WHEREAS, the Assembly is committed to supporting local residents and businesses, and encouraging responsible housing and other development; and

WHEREAS, the Municipality is anticipating receipt of approximately \$52 million in the second tranche of American Rescue Plan Act funds by May of 2022; and

WHEREAS, reduction of these fees for the remainder of FY 2022 would be an appropriate and worthy use of a portion of these funds; and

11.A.

WHEREAS, reduction of these fees for the remainder of FY 2022 is consistent with A New Day for Anchorage: the Anchorage Assembly Jobs Plan, which promotes investment in our infrastructure, building our local workforce and businesses, support of our families, and making government work for residents; now, therefore

THE ANCHORAGE ASSEMBLY ORDAINS:

Section 1. Notwithstanding Anchorage Municipal Code section 21.03.020, all fees, except fines and penalties, appearing in Title 21, Land Use Planning, and associated Title 21, Land Use Planning Code of Regulations, shall be discounted by fifty percent (50%), to help alleviate the economic impacts of the COVID-19 public health emergency.

Section 2. Notwithstanding Anchorage Municipal Code 23.10.104.15, all fees in Title 23, except fines and penalties or affordable housing projects already eligible for fee reduction in 23.10. Table 3-A, shall be discounted by fifty percent (50%), to help alleviate the economic impacts of the COVID-19 public health emergency.

Section 3. Notwithstanding Anchorage Municipal Code section 11.10.160, the 2022 transportation inspection permit fees for taxis, vehicles for hire, and related dispatching services, appearing in Anchorage Municipal Code of Regulations, Sections 11.10.009.B.2 and B.3, shall be discounted by fifty percent (50%) effective immediately, to help alleviate the economic impacts of the COVID-19 public health emergency.

Section 4. Notwithstanding Anchorage Municipal Code of Regulations 21.20.007K.5., the Bed and Breakfast Biennial Fee shall be waived for the year 2022 to help alleviate the economic impacts of the COVID-19 public health emergency.

Section 5. Notwithstanding Anchorage Municipal Code 16.60.110, all permit fees appearing in Anchorage Municipal Code 16.60.110 shall be waived for the year 2022 for hospitality businesses and certain food permit users—to include restaurants, bars, cottage food, mobile and fixed mobile units, kiosks, push carts, bakeries, caterers, schools and child care facilities in order to help alleviate the economic impacts of the COVID-19 public health emergency. This waiver shall apply to all existing hospitality businesses and certain food permit users listed above, as well as new businesses applying for permits in 2022.

Section 6. The discounts and waivers in Sections 1 through 5 shall expire one year from date of passage and approval.

Section 7. The Anchorage Assembly recommends the Mayor and Administration reduce or waive fees for municipal services, permits, and licenses that are established by Municipal Departments and not in Code, such as park permit user fees, as an economic stimulus measure and recovery from the COVID-19 pandemic.

Section 8. This ordinance shall be effective immediately upon passage and approval by the Assembly.

11.A.

PASSED AND APPROVED by the Anchorage Assembly this _____ day
of _____, 2022.

Chair of the Assembly

ATTEST:

Municipal Clerk

**ANCHORAGE, ALASKA
AO No. 2021-17**

1 AN ORDINANCE SUBMITTING TO THE QUALIFIED VOTERS OF THE
2 MUNICIPALITY OF ANCHORAGE A BALLOT PROPOSITION AMENDING THE
3 ANCHORAGE MUNICIPAL CHARTER TO SUPPORT AND ADVANCE EARLY
4 CHILDHOOD EDUCATION, DEDICATE THE NET PROCEEDS OF THE
5 CURRENT RETAIL MARIJUANA SALES TAX TO THIS PURPOSE, AND
6 EXCEPTING THE MARIJUANA TAX FROM THE TAX INCREASE LIMITATION
7 (“TAX CAP”).
8

9
10 **THE ANCHORAGE ASSEMBLY ORDAINS:**

11
12 **Section 1.** Pursuant to state law and the Anchorage Municipal Charter, a ballot
13 proposition in substantially the form and substance as set forth in Section 2 below
14 with proposed amendments to the Charter shall be submitted to the qualified voters
15 of the Municipality at the next regular election to be held April 5, 2022.
16

17 **Section 2.** The following proposition shall be presented to the voters:
18

19 **PROPOSITION NO. __**

20
21 This proposition would establish a board of early childhood education,
22 dedicate the net retail marijuana sales tax revenues to this board, and except
23 the marijuana taxes from the tax increase limitation (“tax cap”). The
24 proposition would amend the Anchorage Municipal Charter by adding the
25 following new section to Article VI:
26

27 **Section 6.06. Anchorage Board of Early Childhood Education**

28
29 **(a) Board Composition and Purpose**

30 There is established a board of early childhood education composed
31 of five (5) members appointed by the mayor and confirmed by the
32 assembly. The board shall receive and manage the disbursement of
33 all net receipts collected from the marijuana tax pursuant to § 14.06(d)
34 for the purpose of supporting and advancing early childhood education
35 in Anchorage. No board member may serve in any other elected
36 office, except on a service area board established pursuant to section
37 9.01 of this Charter.
38

39 **(b) Budget and Funding**

40 The board shall prepare a budget and a proposed rate of marijuana
41 tax under Charter § 14.06 sufficient to fund the budget and submit the
42 budget to the assembly at least 90 days before the end of the

municipal fiscal year. The budget may provide for investment of funds for use on capital projects or capital programs in future years. The assembly may increase or decrease the budget only as to total amount. The assembly shall approve the budget as amended and appropriate the necessary funds at least 21 days prior to the end of the municipal fiscal year. If the assembly fails to approve the budget and make the necessary appropriation within the time stated, either before or by veto override after a veto of all or a portion of a budget, the board's proposal shall become the approved budget and appropriation for the fiscal year without further assembly action. The assembly shall establish a tax rate at a level sufficient for the approved budget and in accordance with Charter §14.06.

(c) **Expenditures and Administrative Limit**

The board may support and advance early childhood education in Anchorage in any manner not prohibited by law, including issuing grants, conducting studies or other research, and funding training or professional development. The board may spend no more than 10% of the funds received each year on its own administrative costs as defined by ordinance. The board shall each year publish a report describing the amounts spent and the results achieved, and other information as the assembly by ordinance may prescribe.

(d) The assembly shall implement this section by ordinance.

And by amending portions of Anchorage Municipal Charter § 14.03 and § 14.06 as follows (additions shown in **underline and bold**, deletions indicated by ~~**brackets, strikethrough, and bold**~~; current text of the Charter omitted indicated by ***):

Section 14.03. Tax increase limitation.

(b) The limitations set forth in subsection (a) do not apply to the following:

(6) Taxes imposed pursuant to Charter § 14.06 prior to 2019 **and subsequent to 2022.**

(c) Any tax increases which result from the exceptions set forth in subsection (b)(1)—(3) shall be added to the base amount which is used in subsection (a) for the calculations of the subsequent year tax increase limit. Taxes **imposed [collected]** pursuant to Charter § 14.06 in **2022 [2018]** shall be added to the base amount which is used in subsection (a) for calculations of the **2023 [2019]** tax increase limit **but taxes imposed in subsequent years are excepted from the limitation pursuant to subsection (b)(6).**

Section 14.06. - Retail marijuana sales tax.

13.A.

(d) Beginning in 2023, the net receipts from the tax levied under this section, after payment of the costs of tax administration, collection and audit to the municipality, are dedicated and shall be available to use only for the purposes of Charter § 6.06.

Shall the Anchorage Municipal Charter be amended as set forth above, and the Anchorage Board of Early Childhood Education be established with the retail marijuana sales tax dedicated to its use and outside the tax cap?

Yes [] No []

Section 3. The amendments to the Charter shall be effective 30 days after certification of the election, subject to approval of the proposition contained in Section 2 of this ordinance. The remainder of this ordinance shall be effective immediately upon passage and approval of the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this _____ day of _____, 2022.

Chair _____

ATTEST:

Municipal Clerk

ANCHORAGE, ALASKA
AO No. 2022-66

AN ORDINANCE AMENDING THE ZONING MAP AND PROVIDING FOR THE REZONING OF APPROXIMATELY 4.6 ACRES OF LAND FROM B-1B SL (COMMUNITY BUSINESS WITH SPECIAL LIMITATIONS) TO B-3 SL (GENERAL BUSINESS WITH SPECIAL LIMITATIONS) FOR LOTS 12B-1, 12B-2, and 12B-3, CHESTER H. LLOYD SUBDIVISION, GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF JEWEL LAKE ROAD AND WEST DIMOND BOULEVARD, IN ANCHORAGE.

(Sand Lake Community Council)
(Planning and Zoning Commission Case 2022-0021)

THE ANCHORAGE ASSEMBLY ORDAINS:

Section 1. The zoning map shall be amended by designating the following described property as B-3 SL (General Business with Special Limitations) District:

Lots 12B-1, 12B-2, and 12B-3, Chester H. Lloyd Subdivision, as shown on "Exhibit A" attached.

Section 2. The B-3 SL District established by Section 1 shall be subject to the following Special Limitations:

- A. Prior to issuance of a land use permit a final site plan shall be reviewed through the administrative site plan review process (unless a higher level of review is prescribed by Title 21). Submittal of the site plan shall be preceded by a pre-application conference.
- B. Uses placed adjacent to the street ROW must meet the following:
 - i. Placement of vehicle storage and equipment facilities shall be placed beside or behind the buildings(s), not in-between the street facing building elevation and the street.
 - ii. A primary entrance to the building shall be located within 90 feet of the public ROW. Customer parking, associated drive aisles and pedestrian connections may be located within the 90 foot setback, but must meet all required setbacks.
- C. Landscaping meeting the buffer landscaping standards under Table 21.07-1 shall be installed along the east property boundary to the optional design standard of a 6-foot high ornamental sight-obscuring fence with 10 feet of landscaping. Landscaping shall be installed exterior of the fence. The buffer landscaping shall not overlap with

13.B.

any utility easements.

- D. Building Height: all building heights within this district are limited to 45 feet, and all building heights for structures within 150 feet of the east lot line, Noble Subdivision, are limited to 30 feet unless the development includes at least one story of residential, then the height allowed is 45 feet.

Section 3. This ordinance shall become effective 10 days after the Director of the Planning Department has received the written consent of at least 51 percent of the owners of the property within the area described in Section 1 above to any special limitations contained herein. The rezone approval contained herein shall automatically expire and be null and void if written consent is not received within 120 days after the date on which this ordinance is passed and approved. In the event no special limitations are contained herein, this ordinance is effective immediately upon passage and approval. The Director of the Planning Department shall change the zoning map accordingly.

PASSED AND APPROVED by the Anchorage Assembly this _____ day of _____, 2022.

Chair of the Assembly

ATTEST:

Municipal Clerk

(012-362-47, 012-362-48, 012-362-49)



MUNICIPALITY OF ANCHORAGE

13.B.

Assembly Memorandum

No. AM 319-2022

Meeting Date: June, 7, 2022

From: MAYOR

Subject: AN ORDINANCE AMENDING THE ZONING MAP AND PROVIDING FOR THE REZONING OF APPROXIMATELY 4.6 ACRES OF LAND FROM B-1B SL (COMMUNITY BUSINESS WITH SPECIAL LIMITATIONS) TO B-3 SL (GENERAL BUSINESS WITH SPECIAL LIMITATIONS) FOR LOTS 12B-1, 12B-2, and 12B-3, CHESTER H. LLOYD SUBDIVISION, GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF JEWEL LAKE ROAD AND WEST DIMOND BOULEVARD, IN ANCHORAGE.

Dimond Eat, LLC, the owner of the above-described parcels, is requesting to amend the zoning map to rezone approximately 4.6 acres of land in Anchorage from B-1B SL (Community Business with Special Limitations) to B-3 SL (General Business with Special Limitations). This rezone is being requested to facilitate the development of this parcel to accommodate various low-scale commercial uses while minimizing adverse impacts to the neighboring low-density residential district to the east of the petition site.

This amendment was recommended for approval by the Planning and Zoning Commission on April 11, 2022. The adopted resolution recommending approval is included in the staff packet.

The ordinance has no private-sector effects and local government effects are less than \$30,000. Pursuant to AMC 2.30.053B.1., a summary of economic effects is not required.

THE ADMINISTRATION RECOMMENDS APPROVAL.

Prepared by: Ryan Yelle, Senior Planner
Planning Department

Approved by: Craig H. Lyon, Planning Director

Concur: Adam Trombley, Community Development Director

Concur: Marilyn Banzhaf, Acting OMB Director

Concur: Patrick Bergt, Municipal Attorney

Concur: Amy Demboski, Municipal Manager

Respectfully submitted: Dave Bronson, Mayor

**MUNICIPALITY OF ANCHORAGE
PLANNING AND ZONING COMMISSION
RESOLUTION NO. 2022-013**

A RESOLUTION RECOMMENDING APPROVAL OF THE REZONING OF ±4.6 ACRES FROM B-1B SL (COMMUNITY BUSINESS WITH SPECIAL LIMITATIONS) DISTRICT TO B-3 SL (GENERAL BUSINESS WITH SPECIAL LIMITATIONS) DISTRICT FOR LOTS 12B-1, 12B-2, AND 12B-3, CHESTER H. LLOYD SUBDIVISION; GENERALLY LOCATED NORTH OF WEST DIMOND BOULEVARD, EAST OF JEWEL LAKE ROAD, SOUTH OF WEST 88TH AVENUE AND WEST OF NOBLE CIRCLE, IN ANCHORAGE.

(Case 2022-0021)

WHEREAS, a request has been received from Dimond Eat, LLC to rezone approximately 4.6 acres from B-1B SL (Community Business with Special Limitations) District to B-3 SL (General Business with Special Limitations) for Lots 12B-1, 12B-2, 12B-3, Chester H. Lloyd Subdivision, generally located generally located North of West Dimond Boulevard, East of Jewel Lake Road, South of West 88th Avenue and West of Noble Circle, in Anchorage; and

WHEREAS, notices were published, posted, and mailed, and a public hearing was held on March 14, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Planning and Zoning Commission that:

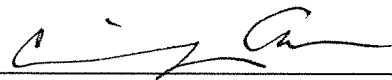
- A. The Commission makes the following findings of fact:
1. The rezone is consistent with the petition site's classification of "Town Center" within the *Anchorage 2040 Land Use Plan*. An implementing zoning district for this classification is B-3.
 2. This rezone request complies with the nine approval criteria for a rezoning per AMC 21.03.160E.
 3. The proposed special limitations will mitigate adverse impacts to the adjoining single-family district to the east through the use of additional landscape screening, height limitations, and evaluation of development through an administrative review. Additionally, the recommended amendments to the special limitations from staff will improve clarity and consistency with code.
 4. The applicant is in concurrence with staff's recommended amendments to the special limitations.
 5. There was no public testimony in favor or opposition of this rezone request.

B. The Commission recommends approval of the rezone to B-3 SL subject to the following amendments to the special limitations:

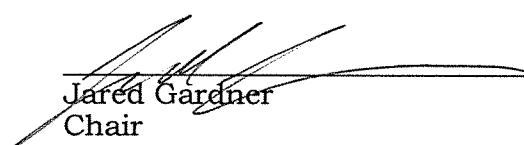
- A. *Prior to issuance of a land use permit [DEVELOPMENT APPROVAL FOR PROPOSED LAND USES] a final site plan shall be reviewed [PROVIDED] through the administrative site plan review process (unless a higher level of review is prescribed by Title 21). Submittal of the site plan shall be preceded by a pre-application conference [WITH THE MUNICIPAL PLANNING, TRAFFIC ENGINEERING, AND PUBLIC TRANSPORTATION DEPARTMENTS].*
- B. *Uses placed adjacent to the street ROW must meet the following:*
 - i. Placement of vehicle storage and equipment facilities shall be placed beside or behind the buildings(s), not in-between the street facing building elevation and the street.*
 - ii. A primary entrance to the building shall be located within [WITH] 90 feet of the public ROW. Customer parking, [AND] associated drive aisles and pedestrian connections [CONNECTIVITY] may [CAN] be located within the 90 foot setback, but must meet all required setbacks [SETBACK].*
- C. *Landscaping meeting the buffer landscaping standards under Table 21.07-1 shall be installed along the east property boundary to the optional design standard of a 6-foot high ornamental sight-obscuring fence with 10 feet of landscaping. Landscaping shall [TO] be installed exterior of the fence. The buffer landscaping shall not overlap with any utility easements.*
- D. *Building Height: all building heights within this district [ON THE WEST ONE-HALF OF THE PROPERTY] are limited to 45 feet, and all building heights for structures within 150 feet of the east lot line, Noble Subdivision, are limited to 30 feet unless the development includes at least one story of residential, then the height allowed is 45 feet.*

PASSED AND APPROVED by the Municipal Planning and Zoning Commission on the 14th day of March, 2022.

ADOPTED by the Anchorage Municipal Planning and Zoning Commission this 11th day of April, 2022.



Craig H. Lyon
Secretary



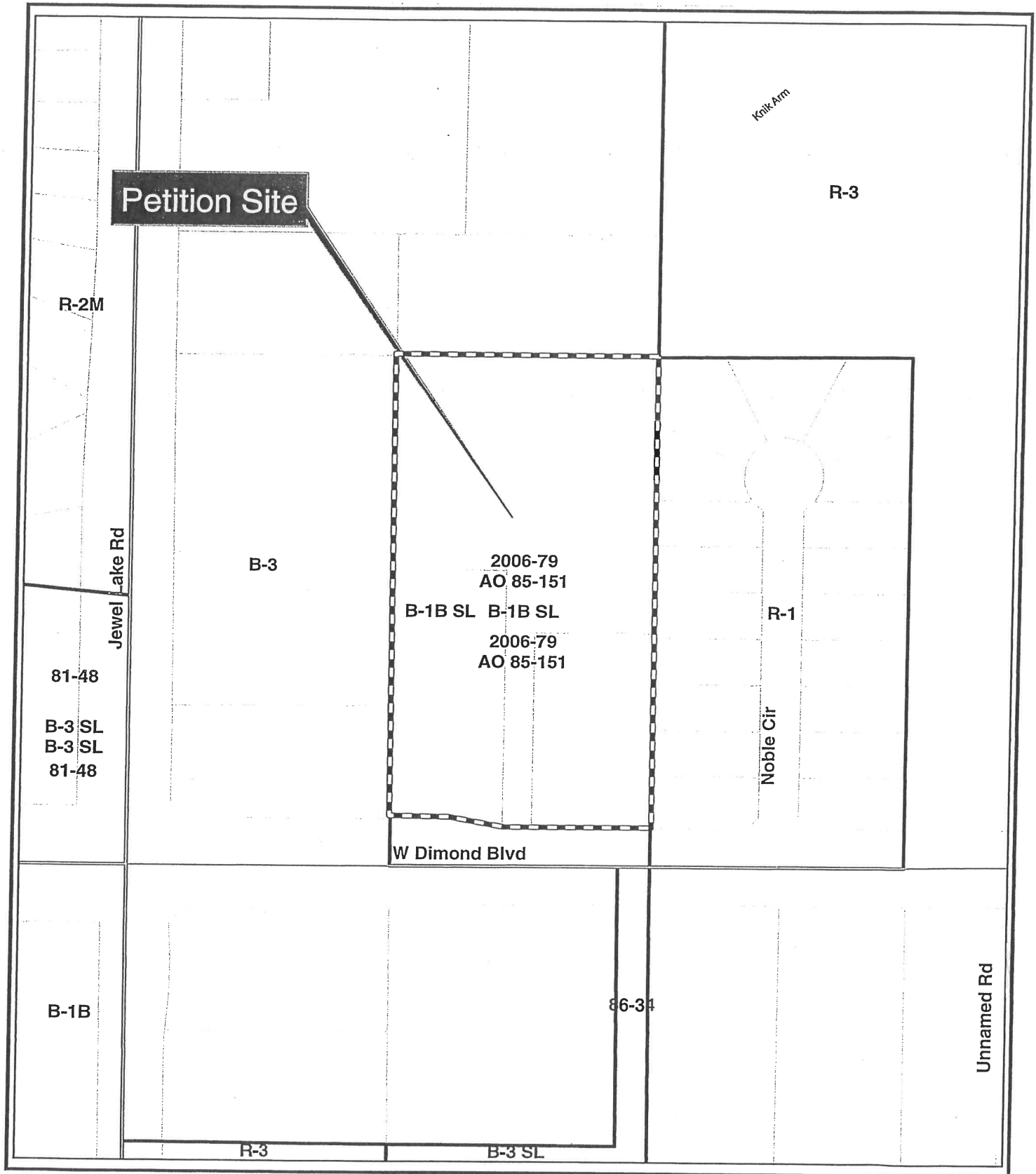
Jared Gardner
Chair

(Case 2022-0021)

ry

Exhibit A

13.B.



Municipality of Anchorage
Planning Department



**ANCHORAGE, ALASKA
AO No. 2022-67**

**AN ORDINANCE AMENDING ANCHORAGE MUNICIPAL CODE SUBSECTION
21.09.050C.2 TO ENCOURAGE DEVELOPMENT OF ACCESSORY DWELLING
UNITS WITHIN THE GIRDWOOD VALLEY**

(All Community Councils) (Planning Case 2022-0042)

WHEREAS, Girdwood has a severe shortage of attainable cost housing; and

WHEREAS, Girdwood's long-term rental supply has been substantially reduced by the conversion of long-term rental housing units to short-term rental units; and

WHEREAS, Accessory Dwelling Units can expand the supply of good quality residential rental housing within existing residential neighborhoods; and

WHEREAS, Accessory Dwelling Units can improve the affordability of home ownership through rental income opportunities; and

WHEREAS, the current Girdwood Land Use code limits the size and type of Accessory Dwelling Units through arbitrary lot size restrictions, rather than allow site design to determine the size and type of Accessory Dwelling Unit that meets the dimensional requirements of the lot; and

WHEREAS, there are a large number of existing non-conforming accessory structures within Girdwood, and there are benefits to both property owners and government by bringing residential accessory structures into compliance; now, therefore:

THE ANCHORAGE ASSEMBLY ORDAINS:

Section 1. Anchorage Municipal Code subsection 21.09.050C.2., Use-specific standards for accessory uses, is hereby amended to read as follows (*the remainder of the section is not affected and therefore not set out*):

21.09.050 Use regulations.

*** *** ***

C. Accessory uses.

*** *** ***

2. Use-specific standards for accessory uses.

- a. Accessory dwelling units. Except as set forth below, the generally applicable Accessory Dwelling Unit regulations contained in subsection 21.05.070D.1., Accessory dwelling units (ADUs) shall apply. The

regulations set forth below shall apply in addition to those contained in subsection 21.05.070D.1. except, in case of conflict, the regulations below shall govern.

i. Purpose and intent.

(A) Increase the supply of supplemental housing through flexible use of existing housing stock, land supply, and infrastructure;

(B) Respond to the local needs for seasonal housing;

(C) Improve the affordability of homeownership through rental income opportunity;

(D) Encourage existing qualifying non-conforming accessory structures to be brought into compliance;

(E) Provide a broader range of accessible and more affordable housing within Girdwood; and

(F) Protect neighborhood stability, property values, and character by ensuring that ADUs are installed under the provisions of this title.

ii. Application, review and approval procedures.
The regulations described in 21.05.070D.1.b.ii shall apply.

iii. Requirements.

(A)[I.] Maximum Number of Accessory Units.
[EXCEPT AS PROVIDED IN SUBSECTION II., BELOW,] Only one accessory dwelling unit [OR BED AND BREAKFAST UNIT], as defined in Section 21.05.070D., shall be allowed on any single-family residential lot. The accessory dwelling unit may be a rental unit.

[II. ACCESSORY DWELLING UNIT AS BED AND BREAKFAST. THE ACCESSORY DWELLING UNIT MAY BE USED AS A

BED AND BREAKFAST ROOM, BUT THE
BED AND BREAKFAST FACILITY IS
THEN LIMITED TO ONLY ONE
GUESTROOM, THE ACCESSORY
DWELLING UNIT.]

(B)[III.] *Location.* An accessory dwelling unit shall
be on the same lot as the primary dwelling
unit. An accessory dwelling unit may
[SHALL] be attached to, or detached from,
the single-family dwelling unit [; IF THE
LOT IS AT LEAST 16,800 SQ. FT., THE
ACCESSORY DWELLING UNIT MAY BE
DETACHED FROM THE PRIMARY
DWELLING UNIT].

[NOTE TO REVISOR - DELETE CORRESPONDING GRAPHIC]

(C)[IV.] *Size.* [MAXIMUM SQUARE FOOTAGE.
THE MINIMUM SQUARE FOOTAGE FOR
AN ACCESSORY DWELLING UNIT. IS
300 SQ. FT.] The gross [MAXIMUM]
square footage for an accessory dwelling
unit, not including any related garage, shall
be no greater than [IS 600] 900 sq. ft. [, ON
A LOT UP TO AND INCLUDING 15,000
SQ. FT. AND 750 SQ. FT., ON A LOT
OVER 15,000 SQ. FT.; PROVIDED,
HOWEVER, THAT IN THE GRST-1 AND
GRST-2 DISTRICTS, THE MAXIMUM
SQUARE FOOTAGE FOR AN
ACCESSORY DWELLING UNIT IS 750
SQUARE FEET ON A SINGLE-FAMILY
RESIDENTIAL LOT. THE ACCESSORY
DWELLING UNIT SHALL NOT,
HOWEVER,] or 75 [50] percent of the
gross floor area of the primary dwelling
unit (excluding the ADU and garages),
whichever is less.

(D)[V.] *Floor area ratio; Density.* The floor area of
the accessory dwelling unit is included,
along with the floor area of the primary
dwelling unit, in calculating the floor area
ratio on the lot, but the accessory dwelling
unit is not included in calculating the
average density for a new single-family
subdivision.

(E) Maximum height. Accessory dwelling units shall not exceed 35 feet in height, nor be greater than twice the height of the primary dwelling unit.

(F)[VI.]Parking. In addition to the parking requirements for the primary dwelling unit, one off-street parking space shall be provided for an [EACH] accessory dwelling unit of 600 sq. ft. or less, [AND] two off-street parking spaces shall be provided for an accessory dwelling unit larger than 600 sq. ft., or one off-street parking space shall be provided for each accessory dwelling unit bedroom; whichever is greater. No more than two parking spaces shall be provided.

(G)[VII.]Owner occupancy. Either the principal dwelling or the accessory unit on any site shall be occupied by the owner of the principal dwelling or owner of the lot where the accessory unit is located.

[VIII. ARCHITECTURAL COMPATIBILITY.
AN ACCESSORY DWELLING UNIT, WHETHER ATTACHED TO OR DETACHED FROM THE PRIMARY DWELLING UNIT, SHALL BE COMPATIBLE IN STYLE AND MATERIALS WITH THE PRIMARY DWELLING UNIT.]

(H)[IX.]New accessory dwelling unit where single-family dwelling unit already in existence. A new accessory dwelling unit to be constructed on a lot with an existing single-family dwelling unit shall conform to all development and dimensional standards in the applicable zone district regulations.

(I) Maximum number of bedrooms. The ADU shall have no more than two bedrooms.

(J) Setbacks. An ADU shall not encroach into any required setback. The side and rear setback flexibility allowed in Table 21.09-5 shall not apply to detached accessory

units taller than 15 feet.

(K) Utilities. To the extent allowed by law and utility tariff, the ADU shall be connected to the water, sewer, and electric utilities of the single family dwelling unit. However, lots with on-site water or septic systems may have a separate water and/or septic system for the ADU.

iv. Expiration of Approval of an ADU. The regulations described in 21.05.070D.1.b.iii.(F) shall apply.

v. Transfer. The regulations described in 21.05.070D.1.b.iii.(G) shall apply.

vi. Prior illegal use.

(A) All structures which meet the definition of accessory dwelling unit which are not recognized as legal nonconforming structures or uses of structures under chapter 21.13 shall comply with this subsection. Such structures may continue in existence provided the following requirements are met:

(1) A permit application for an ADU is submitted to the building safety division within twelve months of the effective date of this ordinance.

(2) The unit complies with the requirements of this section.

(B) If the unit does not comply with the requirements of this section at the time the permit application is filed, the building official may grant twelve months to bring the unit into conformance.

(C) This subsection does not apply to existing legal nonconforming uses of structures established pursuant to chapter 21.13.

(AO 2012-124(S), 2-26-13; AO 2013-117, 12-3-13; AO 2014-133, 11-5-14; AO 2015-142(S-1), 6-21-16; AO 2016-3(S), 2-23-16; AO 2016-30, 3-22-16; AO 2017-68, 4-24-2017)

Section 2. This ordinance shall be effective immediately upon passage and approval by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this _____ day of _____, 2022.

Chair of the Assembly

ATTEST:

Municipal Clerk



MUNICIPALITY OF ANCHORAGE

13.C.

Assembly Memorandum

No. AM 320-2022

Meeting Date: June 7, 2022

FROM: MAYOR

**SUBJECT: AN ORDINANCE AMENDING ANCHORAGE MUNICIPAL CODE
SUBSECTION 21.09.050C.2 TO ENCOURAGE DEVELOPMENT
OF ACCESSORY DWELLING UNITS WITHIN THE GIRDWOOD
VALLEY.**

In 2018, the Planning Department oversaw a text amendment of the Accessory Dwelling Unit (ADU) land use regulations within AMC Title 21 as proposed by "Live. Work. Play." via AO 2018-43(S), As Amended. This ordinance only affected the ADU regulations within the Anchorage Bowl, but there was an intention of further amendments to the ADU regulations for the surrounding communities at a later date. To expedite amendments to the ADU regulations for Girdwood, and ensure they are aligned with the priorities of the community, the Girdwood Board of Supervisors and corresponding Land Use Committee have independently prepared this proposed amendment to AMC 21.09.050C.2. Use-Specific Standards for Accessory Uses. These amendments are intended to bring the ADU regulations for Girdwood in line with those of the Anchorage Bowl while ensuring protections and design flexibility specific to Girdwood.

The Planning and Zoning Commission has reviewed this text amendment to Title 21 and recommended approval on April 18, 2022. The adopted resolution recommending approval is included in the staff packet.

The ordinance has no private-sector effects and local government effects are less than \$30,000. Pursuant to AMC 2.30.053B.1., a summary of economic effects is not required.

THE ADMINISTRATION RECOMMENDS APPROVAL.

Prepared by:	Ryan Yelle, Senior Planner, Planning Department
Approved by:	Craig H. Lyon, Planning Director
Concur:	Adam Trombley, Community Development Director
Concur:	Marilyn Banzhaf, Acting Director, OMB
Concur:	Patrick Bergt, Municipal Attorney
Concur:	Travis C. Frisk, CFO
Concur:	Amy Demboski, Municipal Manager
Respectfully submitted:	Dave Bronson, Mayor

Municipality of Anchorage

MEMORANDUM

DATE: April 18, 2022

TO: Planning and Zoning Commission

THRU: *CL* Craig H. Lyon, Director, Planning Department

FROM: *RY* Ryan Yelle, Senior Planner, Planning Department

SUBJECT: Case 2022-0042, An ordinance amending AMC 21.09.050C.2. *Use-Specific Standards for Accessory Uses* to encourage development of accessory dwelling units within the Girdwood Valley.

BACKGROUND:

In 2018, the Planning Department oversaw a text amendment of the Accessory Dwelling Unit (ADU) land use regulations within AMC Title 21 as proposed by "Live. Work. Play." via AO 2018-43(S), As Amended. This ordinance only affected the ADU regulations within the Anchorage Bowl, but there was intention of further amendments to the ADU regulations for the surrounding communities at a later date. To expedite amendments to the ADU regulations for Girdwood, and ensure they are aligned with the priorities of the community, the Girdwood Board of Supervisors and corresponding Land Use Committee have independently prepared the proposed amendments to AMC 21.09.050C.2. *Use-Specific Standards for Accessory Uses*. These amendments are intended to bring the ADU regulations for Girdwood in line with those of the Anchorage Bowl, while ensuring protections and design flexibility specific to Girdwood.

The Planning Department has reviewed the proposed amendments and generally agrees with their intent, scope, and purpose. It is important to note that the purpose of ADU standards within Girdwood are to establish unique regulations specific to the community. The ADU standards of the Anchorage Bowl prevail unless they conflict with the unique standards of Girdwood. Because of this, many of the recommended amendments below are to remove code redundancy and preserve continuity:

RECCOMENDATION:

Please note that [LANGUAGE BEING DELETED IS CAPITALIZED AND WITHIN BRACKETS], language being added is underlined. To ease reading, the recommended amendments from the Planning Department to the proposed language are shown in **bold**.

Section 1. Anchorage Municipal Code subsection 21.09.050C.2., Use-specific standards for accessory uses, is hereby amended to read as follows (*the remainder of the section is not affected and therefore not set out*):

2. USE-SPECIFIC STANDARDS FOR ACCESSORY USES.

- a. Accessory dwelling units.
Except as set forth below, the generally applicable Accessory Dwelling Unit regulations contained in subsection 21.05.070D.1., Accessory dwelling units (ADUs) shall apply. The regulations set forth below shall apply in addition to those contained in subsection 21.05.070D.1. except, in case of conflict, the regulations below shall govern.
- i. Purpose and intent
 - (A) Increase the supply of **supplemental [GOOD QUALITY]** housing **[FOR SMALLER HOUSEHOLDS]** through flexible use of existing housing stock, land supply, and infrastructure;
 - (B) Respond to the local needs for seasonal housing;
 - (C) Improve the affordability of homeownership through rental income opportunity;
 - (D) Encourage existing **qualifying** non-conforming accessory structures to be brought into compliance;
 - (E) Provide a broader range of accessible and more affordable housing within Girdwood; and
 - (F) Protect neighborhood stability, property values, and character by ensuring that ADUs are installed under the provisions of this title.
- ii. Application, review and approval procedures.
The regulations described in 21.05.070D.1.b.ii shall apply[, **EXCEPT THAT ONLY A LAND USE PERMIT IS REQUIRED**].
- iii. Requirements
 - (A).[I.] Maximum Number Of Accessory Units.
[Except As Provided In Subsection Ii., Below,] Only one accessory dwelling unit [Or Bed And Breakfast Unit], as defined in Section 21.05.070d., shall be allowed on any single-family residential lot. The accessory dwelling unit may be a rental unit.
 - [II. ACCESSORY DWELLING UNIT AS BED AND BREAKFAST. THE ACCESSORY DWELLING UNIT MAY BE USED AS A BED AND BREAKFAST ROOM, BUT THE BED AND BREAKFAST FACILITY IS THEN LIMITED TO ONLY ONE GUESTROOM, THE ACCESSORY DWELLING UNIT.]
 - (B).[III.]Location.
An accessory dwelling unit shall be on the same lot as the primary dwelling

unit. An accessory dwelling unit [shall] may be attached to, or detached from, the single-family dwelling unit [; IF THE LOT IS AT LEAST 16,800 SQ. FT., THE ACCESSORY DWELLING UNIT MAY BE DETACHED FROM THE PRIMARY DWELLING UNIT].

NOTE TO REVISOR - DELETE CORRESPONDING GRAPHIC

(C).[iv.]Size.

[MAXIMUM SQUARE FOOTAGE. THE MINIMUM SQUARE FOOTAGE FOR AN ACCESSORY DWELLING UNIT. IS 300 SQ. FT.] The [MAXIMUM] gross square footage for an accessory dwelling unit, not including any related garage, shall be no greater than [IS 600] 900 sq. ft. [, ON A LOT UP TO AND INCLUDING 15,000 SQ. FT. AND 750 SQ. FT., ON A LOT OVER 15,000 SQ. FT.; PROVIDED, HOWEVER, THAT IN THE GRST-1 AND GRST-2 DISTRICTS, THE MAXIMUM SQUARE FOOTAGE FOR AN ACCESSORY DWELLING UNIT IS 750 SQUARE FEET ON A SINGLE-FAMILY RESIDENTIAL LOT. THE ACCESSORY DWELLING UNIT SHALL NOT, HOWEVER,] or [NOR] exceed [50] 75 percent of the gross floor area of the primary dwelling unit (excluding the ADU and garages), whichever is less.

(D).[V.]Floor area ratio; Density.

The floor area of the accessory dwelling unit is included, along with the floor area of the primary dwelling unit, in calculating the floor area ratio on the lot, but the accessory dwelling unit is not included in calculating the average density for a new single-family subdivision.

(E). Maximum height.

Accessory dwelling units shall not exceed 35['] feet in height, nor be greater than twice the height of the primary dwelling unit.

(F).[VI.]Parking.

In addition to the parking requirements for the primary dwelling unit, one off-street parking space shall be provided for an [EACH] accessory dwelling unit of 600 sq. ft. or less, [AND] two off-street parking spaces shall be provided for an accessory dwelling unit larger than 600 sq. ft., or one off-street parking space shall be provided for each accessory dwelling unit bedroom; whichever is greater. **No more than two parking spaces shall be provided.**

(G).[VII.]Owner occupancy.

Either the principal dwelling or the accessory unit on any site shall be occupied by the owner of the principal dwelling or owner of the lot where the accessory unit is located.

[VIII ARCHITECTURAL COMPATIBILITY.

AN ACCESSORY DWELLING UNIT, WHETHER ATTACHED TO OR

DETACHED FROM THE PRIMARY DWELLING UNIT, SHALL BE COMPATIBLE IN STYLE AND MATERIALS WITH THE PRIMARY DWELLING UNIT.]

(H).[IX.] *New accessory dwelling unit where single-family dwelling unit already in existence.*

A new accessory dwelling unit to be constructed on a lot with an existing single-family dwelling unit shall conform to all development and dimensional standards in the applicable zone district regulations.

(I). *Maximum number of bedrooms.*

The ADU shall have no more than two bedrooms.

(J). *Setbacks.*

An ADU shall not encroach into any required setback. The side and rear setback flexibility **allowed** in [NOTE 2 OF] Table 21.09-5 shall not apply to detached accessory units taller than 15 feet.

(K). *Utilities.*

To the extent allowed by law and utility tariff, the ADU shall be connected to the water, sewer, and electric utilities of the single family dwelling unit. However, lots with on-site water or septic systems may have a separate water and/or septic system for the ADU.

iv. *Expiration of Approval of an ADU.*

The regulations described in 21.05.070D.1.b.iii.(F) shall apply [, **EXCEPT THAT ONLY A LAND USE PERMIT IS REQUIRED**].

v. *Transfer.*

The regulations described in 21.05.070D.1.b.iii.(G) shall apply.

vi. *Prior illegal use.*

(A). *All structures which meet the definition of accessory dwelling unit which are not recognized as legal nonconforming structures or uses of structures under chapter 21.13 shall comply with this subsection. Such structures may continue in existence provided the following requirements are met:*

(1) *A permit application for an ADU is submitted to the building safety division within twelve months of the effective date of this ordinance.*

(2) *The unit complies with the requirements of this section.*

(B). *If the unit does not comply with the requirements of this section at the time the permit application is filed, the building official may grant twelve months to bring the unit into conformance.*

(C). This subsection does not apply to existing legal nonconforming uses of structures established pursuant to chapter 21.13.

[VII. VARIANCES.

VARIANCES MAY BE GRANTED FROM THE STANDARDS AND PROVISIONS OF THIS SECTION.]

Attachments

1. Application and Draft Ordinance
2. Reviewing Agency & Public Comments

Application and Draft Ordinance

Text Amendment for Girdwood ADUs - Narrative

Common to most mountain resort towns across the US, Girdwood suffers from an acute shortage of affordable housing, specifically housing that is available at a price point that is affordable by employees of businesses located within the community. The majority of the housing within the community are not occupied as primary residences and the number of available long-term rental properties has decreased with the rise of short-term rentals (aka nightly rental).

In 2018 the Girdwood Board of Supervisors (GBOS) and Girdwood's Land Use Committee (LUC) formed a Housing Working Group (HWG) to examine a range of policies that could help alleviate some of the housing problems in the community. One of the policies considered was to amend and modernize the existing code on Accessory Dwelling Units (ADUs) to follow best practices identified in other communities, including the 2018 ADU code update for Anchorage Bowl.

Over a series of meetings, the Housing Working Group looked at updating Girdwood's ADU regulations based on those 2018 changes for Anchorage Bowl, while reflecting specific community characteristics and local conditions of Girdwood.

The HWG also worked with Jeannette Lee and Nisma Gabobe of the Sightline Institute who provided invaluable advice and guidance based on their analysis of ADU regulations across the Pacific North West. Three recommended best-practices were not adopted in the amendment:

- Floor Area Ratio (FAR) reduction – analysis of CAMA data showed that FAR would not restrict ADU size due to the nature of Girdwood lot & property sizes, along with a relatively large FAR.
- Parking requirement reductions – Girdwood has limited convenient on-street parking and no requirement to pave residential parking spaces.
- Owner occupancy – due to the proliferation of short-term rentals (STRs), the owner-occupancy requirement was maintained. This will be revisited if suitable STR regulation is introduced to Title 21.

A proposed amendment was presented at the May 2021 LUC & GBOS meetings, and voted on at the June and July 2021 LUC & GBOS meetings, with the final outcome a motion of support from both bodies for the text amendment.

Summary of Girdwood's ADU proposal

The main goals of the ADU update are:

- remove arbitrary lot size limits and let site design determine feasibility of ADU use
- increase the size of permissible ADUs to encourage their use as additional full-time residences
- discourage ADUs to be used as additional short-term rental properties where the primary residence is already used as a commercial short-term rental
- maintain parking requirements since Girdwood has very little convenient on-street parking
- encourage non-conforming ADUs to become legally conformant
- be sensitive to the many unusual lots and special considerations across the community by allowing variances to the new code

A table of specific topics follows:

Topic	Current code	Proposal	Comments
Detached ADU	Lots $\geq 16,800$ sqft	Any lot	Site layout will determine whether detached ADU works, not arbitrary lot size
Attached ADU	Any legal lot	No change	
Minimum size	300sqft	No minimum	Allow more flexibility for small units if other code allows
Maximum size	750sqft (for lots $>15,000$ sqft or GRST1/2) 600sqft otherwise; max 50% of primary unit	900sqft; max 75% of primary unit, whichever is smaller	Allow larger ADUs; perhaps owner lives in ADU
Floor Area Ratio (FAR) & density	ADU living area is included in FAR; ADUs are not included in lot density for new subdivisions	No change	FAR only impacts handful of homes that are too big and lots that are too small under both current & proposed code
Bedrooms	Silent on this	Maximum 2 bedrooms	
Parking	1 spot for <600 sqft; 2 otherwise	As before, but at least one spot per bedroom	Discourage on-street parking
Owner Occupancy	Primary residence or ADU must be owner-occupied	No change	Need to keep this until we have STR regulation
Setbacks	Standard flexibility on side setbacks	No side setback flexibility for taller (>15 ft) structures	Addresses a gap in current code
Architectural Compatibility	Consistent in style and materials with primary residence	No restrictions	Part of Girdwood's charm is its eclectic building style
Bed & breakfast use	Only one unit allowed	No specific restriction	Bigger issues with explosion of STR market
Dry cabins	Silent on this (implied)	Legal ADU must have water/sewer/electric utilities if available to primary residence	Encourage better quality housing
Prior illegal use	Silent on this	12 months to submit permit and make legal	Encourage more legally conforming structures
Variances	No variances allowed	May be requested	Improve code flexibility

ANCHORAGE, ALASKA
AO No. 2022-_____

AN ORDINANCE AMENDING ANCHORAGE MUNICIPAL CODE SUBSECTION
21.09.050C.2 TO ENCOURAGE DEVELOPMENT OF ACCESSORY DWELLING
UNITS WITHIN THE GIRDWOOD VALLEY

(All Community Councils)(Planning Case 2022-0042)

WHEREAS, Girdwood has a severe shortage of attainable cost housing; and

WHEREAS, Girdwood's long-term rental supply has been substantially reduced by
the conversion of long-term rental housing units to short-term rental units; and

WHEREAS, Accessory Dwelling Units can expand the supply of good quality
residential rental housing within existing residential neighborhoods; and

WHEREAS, Accessory Dwelling Units can improve the affordability of home
ownership through rental income opportunities; and

WHEREAS, the current Girdwood Land Use code limits the size and type of
Accessory Dwelling Units through arbitrary lot size restrictions, rather than allow site
design to determine the size and type of Accessory Dwelling Unit that meets the
dimensional requirements of the lot; and

WHEREAS, there are a large number of existing non-conforming accessory
structures within Girdwood, and there are benefits to both property owners and
government by bringing residential accessory structures into compliance; now,
therefore:

THE ANCHORAGE ASSEMBLY ORDAINS:

Section 1. Anchorage Municipal Code subsection 21.09.050C.2., Use-specific
standards for accessory uses, is hereby amended to read as follows (*the remainder
of the section is not affected and therefore not set out*):

2. USE-SPECIFIC STANDARDS FOR ACCESSORY USES.

- a. Accessory dwelling units. Except as set forth below, the generally
applicable Accessory Dwelling Unit regulations contained in
subsection 21.05.070D.1., Accessory dwelling units (ADUs) shall
apply. The regulations set forth below shall apply in addition to those
contained in subsection 21.05.070D.1. except, in case of conflict, the
regulations below shall govern.

- i. Purpose and intent

13.C.

(A) Increase the supply of good quality housing for smaller households through flexible use of existing housing stock, land supply, and infrastructure;

(B) Respond to the local needs for seasonal housing;

(C) Improve the affordability of homeownership through rental income opportunity;

(D) Encourage existing non-conforming accessory structures to be brought into compliance;

(E) Provide a broader range of accessible and more affordable housing within Girdwood; and

(F) Protect neighborhood stability, property values, and character by ensuring that ADUs are installed under the provisions of this title.

ii. Application, review and approval procedures.

The regulations described in 21.05.070D.1.b.ii shall apply, except that only a land use permit is required.

iii. Requirements

(A). Maximum number of accessory units.

[EXCEPT AS PROVIDED IN SUBSECTION II., BELOW,] Only one accessory dwelling unit [OR BED AND BREAKFAST UNIT], as defined in section 21.05.070D., shall be allowed on any single-family residential lot. The accessory dwelling unit may be a rental unit.

[II. ACCESSORY DWELLING UNIT AS BED AND BREAKFAST. THE ACCESSORY DWELLING UNIT MAY BE USED AS A BED AND BREAKFAST ROOM, BUT THE BED AND BREAKFAST FACILITY IS THEN LIMITED TO ONLY ONE GUESTROOM, THE ACCESSORY DWELLING UNIT.]

(B). Location.

An accessory dwelling unit shall be on the same lot as the primary dwelling unit. An accessory dwelling unit [SHALL] may be attached to, or detached from, the single-family dwelling unit [; IF THE LOT IS AT LEAST 16,800 SQ. FT., THE ACCESSORY DWELLING UNIT MAY BE DETACHED FROM THE PRIMARY DWELLING UNIT].

(C). Size.

[MAXIMUM SQUARE FOOTAGE. THE MINIMUM SQUARE FOOTAGE FOR AN ACCESSORY DWELLING UNIT. IS 300 SQ. FT.] The [MAXIMUM] gross square footage for an accessory dwelling unit, not including any related garage, shall be no greater than [IS 600] 900 sq. ft. [, ON A LOT UP TO AND INCLUDING 15,000 SQ. FT. AND 750

SQ. FT., ON A LOT OVER 15,000 SQ. FT.; PROVIDED, HOWEVER, THAT IN THE GRST-1 AND GRST-2 DISTRICTS, THE MAXIMUM SQUARE FOOTAGE FOR AN ACCESSORY DWELLING UNIT IS 750 SQUARE FEET ON A SINGLE-FAMILY RESIDENTIAL LOT. THE ACCESSORY DWELLING UNITOR SHALL NOT, HOWEVER,] nor exceed [50] 75 percent of the gross floor area of the primary dwelling unit excluding the ADU and garages, whichever is less.

(D). *Floor area ratio; Density.*

The floor area of the accessory dwelling unit is included, along with the floor area of the primary dwelling unit, in calculating the floor area ratio on the lot, but the accessory dwelling unit is not included in calculating the average density for a new single-family subdivision.

(E). *Maximum height.*

Accessory dwelling units shall not exceed 35' in height, nor be greater than twice the height of the primary dwelling unit.

(F). *Parking.*

In addition to the parking requirements for the primary dwelling unit, one off-street parking space shall be provided for an [EACH] accessory dwelling unit of 600 sq. ft. or less, [AND] two off-street parking spaces shall be provided for an accessory dwelling unit larger than 600 sq. ft., or one off-street parking space shall be provided for each accessory dwelling unit bedroom; whichever is greater.

(G). *Owner occupancy.*

Either the principal dwelling or the accessory unit on any site shall be occupied by the owner of the principal dwelling or owner of the lot where the accessory unit is located.

[VIII] ARCHITECTURAL COMPATIBILITY.

AN ACCESSORY DWELLING UNIT, WHETHER ATTACHED TO OR DETACHED FROM THE PRIMARY DWELLING UNIT, SHALL BE COMPATIBLE IN STYLE AND MATERIALS WITH THE PRIMARY DWELLING UNIT.]

(H). *New accessory dwelling unit where single-family dwelling unit already in existence.*

A new accessory dwelling unit to be constructed on a lot with an existing single-family dwelling unit shall conform to all development and dimensional standards in the applicable zone district regulations.

(I). *Maximum number of bedrooms.*

The ADU shall have no more than two bedrooms.

(J). *Setbacks.*

An ADU shall not encroach into any required setback. The side and rear setback flexibility in note 2 of Table 21.09-5 shall not apply to detached accessory units taller than 15 feet.

(K). Utilities.

To the extent allowed by law and utility tariff, the ADU shall be connected to the water, sewer, and electric utilities of the single family dwelling unit. However, lots with on-site water or septic systems may have a separate water and/or septic system for the ADU.

iv. Expiration of Approval of an ADU.

The regulations described in 21.05.070D.1.b.iii.(F) shall apply, except that only a land use permit is required.

v. Transfer.

The regulations described in 21.05.070D.1.b.iii.(G) shall apply.

vi. Prior illegal use.

(A). All structures which meet the definition of accessory dwelling unit which are not recognized as legal nonconforming structures or uses of structures under chapter 21.1213 shall comply with this subsection. Such structures may continue in existence provided the following requirements are met:

(1) A permit application for an ADU is submitted to the building safety division within twelve months of the effective date of this ordinance.

(2) The unit complies with the requirements of this section.

(B). If the unit does not comply with the requirements of this section at the time the permit application is filed, the building official may grant twelve months to bring the unit into conformance.

(C). This subsection does not apply to existing legal nonconforming uses of structures established pursuant to chapter 21.1213.

vii. Variances.

Variances may be granted from the standards and provisions of this section.

(AO 2012-124(S), 2-26-13; AO 2013-117, 12-3-13; AO 2014-133, 11-5-14; AO 2015-142(S-1), 6-21-16; AO 2016-3(S), 2-23-16; AO 2016-30, 3-22-16; AO 2017-68, 4-24-2017)

Section 2. This ordinance shall be effective immediately upon passage and approval by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this _____ day of _____, 2022.

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ATTEST:

Chair of the Assembly

Municipal Clerk

Reviewing Agency & Public Comments



THE STATE
of ALASKA
GOVERNOR MICHAEL J. DUNLEAVY

Department of Transportation and
Public Facilities

Program Development and Statewide Planning
Anchorage Field Office

4111 Aviation Avenue
P.O. Box 196900
Anchorage, AK 99519-6900
Main number: 907-269-0520
Fax number: 907-269-0521
Website: doi.state.ak.us

March 24, 2022

David Whitfield, Current Planning Manager
MOA, Community Development Department
Planning Division
P.O. Box 196650
Anchorage, Alaska 99519-6650

RECEIVED

MAR 24 2022

Re: MOA Zoning Review

Dear Mr. Whitfield:

The Alaska Department of Transportation and Public Facilities (DOT&PF) has reviewed the following zoning cases and has no comments:

- ~~2022-0032 (Russian Jack Springs Park)~~
- 2022-0042 Review AMC Subsection 21.09.050C.2 (Girdwood Valley)
- 2022-0048 Dimensional Variance (6th Ave)

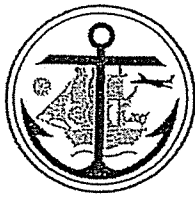
All properties accessing DOT&PF roads must apply to Right-of-Way for a driveway permit, subject to provisions listed in 17 AAC 10.020. Any previously issued driveway permits become invalid once the property undergoes a platting action and must be reissued.

We recommend the petitioner verify all section line easements and DOT&PF road rights-of-way adjacent to their property. For assistance, the petitioner may contact the Engineering group within the Right of Way section in DOT&PF at (907) 269-0700. The petitioner is liable to remove any improvements within the easements and rights-of-way that impede the operation and maintenance of those facilities even if they are not shown on the plat, so it is in the petitioner's best interest to identify the exact locations and widths of any such easements or rights-of-way before they improve the property.

If any section line easements or road rights-of-way exist within the bounds of their plat, we recommend the petitioner dedicate them. If there is an existing right-of-way or easement, the petitioner is unable to develop that portion of the property yet continues to pay property taxes on it; dedicating will remove that cost to the petitioner.

If there are any questions regarding these comments please feel free to contact me at (907) 269-0509 or melanie.nichols@alaska.gov.

"Keep Alaska Moving through service and infrastructure."



MUNICIPALITY OF ANCHORAGE

Traffic Engineering Department



MEMORANDUM

RECEIVED

DATE: March 18, 2022

TO: Current Planning Division Supervisor.
Planning Department

THRU: Kristen A. Langley, Traffic Safety Section Supervisor,
Traffic Engineering Department

FROM: Randy Ribble, Assistant Traffic Engineer

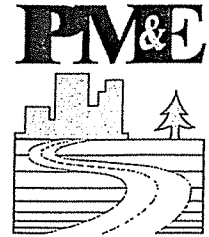
SUBJECT: 2022-0042 Review and Recommendation by Planning and Zoning Commission to Anchorage Municipal Assembly of an Ordinance amending AMC Subsection 21.09.050C.2 to encourage development of accessory dwelling units in the Girdwood Valley

MAR 21 2022

Traffic Engineering recommends approval of this recommendation to AMC 21.09 to allow for development of accessory dwelling units in Girdwood. The proposed modifications for required parking adequately address current off-street parking requirements.



Municipality of Anchorage
Project Management and Engineering
MEMORANDUM



DATE: March 21, 2022 **RECEIVED**

To: Dave Whitfield **MAR 21 2022**

FROM: Kyle Cunningham

SUBJECT: Cases 2022-0030, 2022-0032 & 2022-0042: Comments from Watershed Management Services.

Watershed Management Services (WMS) has the following comments for the April 18, 2022 Planning and Zoning Commission hearing:

- 2022-0030 – Alaska State Land Survey 2002-34, Tract A (Plat 2004-59);
 - WMS has no comments on or objections to this request.
- 2022-0032 – T13N R3W Section 15 SE4 Russian Jack Springs Park; T13N R3W Section 22 NE4 Russian Jack Springs Park; Russian Jack Elementary School, Tract B; Russian Jack Springs Park, Tract A; Pine Valley Estates, Tract A (Plat 85-149); Pine Valley Estates, Tract F (Plat 87-72); and Pine Ridge, Tract A (Plat 93-28), Seward Meridian;
 - WMS recommends approval of the Park Master Plan for Russian Jack Springs Park.
 - WMS has no further comments on or objections to this request.
- 2022-0042 – Review and Recommendation by Planning and Zoning Commission to the Anchorage Municipal Assembly of an Ordinance amending AMC Subsection 21.09.050C.2. to encourage development of accessory dwelling units within the Girdwood Valley.
 - WMS has no comments on or objections to this request.

MUNICIPALITY OF ANCHORAGE

13.C.



Development Services Department

Private Development Section

Mayor Dave Bronson

MEMORANDUM

Comments to Planning and Zoning Commission Applications/Petitions

RECEIVED

DATE: March 10, 2022

TO: Ryan Yelle, Senior Planner

MAR 17 2022

FROM: Judy Anunciacion, Private Development Engineer

SUBJECT: PZC Case 2022-0042

Case 2022-0042 – Review and Recommendation by Planning and Zoning Commission to the Anchorage Municipal Assembly of an Ordinance amending AMC Subsection 21.09.050C.2. to encourage development of accessory dwelling units within the Girdwood Valley.

Department Recommendations: Private Development has no comments to the Ordinance amending AMC Subsection 21.09.050.C.2 to encourage development of accessory dwelling units within the Girdwood Valley.

Kimmel, Corliss A.

From: Fisher, Timothy W (DPS) <timothy.fisher@alaska.gov>
Sent: Friday, March 4, 2022 4:19 PM
To: Blake, Lori A.
Cc: Kimmel, Corliss A.; Mahoney, Isobelle L (DPS)
Subject: RE: 2022-0042 Request for Reviewing Agency Comments

RECEIVED

[EXTERNAL EMAIL]

MAR 04 2022

Hey Lori and Corliss;

The Alaska State Fire Marshal has no objection for zoning.

The Alaska State Fire Marshal does require a plan review for short term rentals (R-1) occupancies.

Exception;

If the Business (B&B, etc) has owner occupied and less than 5 rental rooms or 10 occupants we don't require a review. If non-owner occupied and rented out for short term stays, a plan review is required (R-3).

It appears these have 2 bedrooms in the ADU's, if the primary residence has 4 rental rooms then a plan review would be required by the Alaska State Fire Marshals Office, Plan Review Bureau at 5700 E Tudor Road, Anchorage Alaska or contact Isobelle.Mahoney@alaska.gov at 269-2004.

Let me know if you have any further questions or concerns.

Take care;

Tim

Plans Examiner II
www.akburny.com ,
Plan Review Bureau
SOA, DPS, DFLS

From: Stewart, Gloria I. <gloria.stewart@anchorageak.gov>
Sent: Tuesday, March 1, 2022 3:57 PM
Cc: Stewart, Gloria I. <gloria.stewart@anchorageak.gov>
Subject: 2022-0042 Request for Reviewing Agency Comments

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello all. Attached please find our Routing Coversheet for the above referenced Case No. 2022-0042 (Text Amendment re ADU development in Girdwood Valley) which is scheduled as a Public Hearing before the Planning and Zoning Commission on April 18, 2022. Routing material can be viewed by clicking the link below, scrolling to bottom of page and selecting 2022-0042 Reviewing Agency Routing. **PLEASE REMIT COMMENTS EITHER BY MAIL OR EMAIL AS FOLLOWS:** by email to Corliss Kimmel & Lori Blake (corliss.kimmel@anchorageak.gov & lori.blake@anchorageak.gov) or by USPS to the address listed in the upper right hand corner of the Routing Cover Sheet.

<https://www.muni.org/CityViewPortal/Planning/Status?planningId=17545>.

MEMORANDUM


RECEIVED

13.C.

MAR 03 2022

DATE: March 3, 2022

TO: Dave Whitfield, Planning Manager, Planning Section, Planning Division

FROM: Alex Prosak, P.E., Civil Engineer II, Planning Section, AWWU 

RE: Zoning Case Comments

Hearing date: April 18, 2022

Agency Comments due: March 21, 2022

AWWU has reviewed the materials and has the following comments.

2022-0030 ALASKA STATE LAND SURVEY 2002-34, TRACT A (PLAT 2004-59), Conditional Use for a Heliport in accordance with T21 AMC Section 21.05.040.I.3, Grid SW1837

1. AWWU water is available to this tract.
2. AWWU sanitary sewer is not available to this tract.
3. AWWU has no objection to this conditional use request.

2022-0032 T13N R3W SECTION 15 SE4 RUSSIAN JACK SPRINGS PARK; T13N R3W SECTION 22 NE4 RUSSIAN JACK SPRINGS PARK; RUSSIAN JACK ELEMENTARY SCHOOL, TRACT B; RUSSIAN JACK SPRINGS PARK, TRACT A; PINE VALLEY ESTATES, TRACT A (PLAT 85-149); PINE VALLEY ESTATES, TRACT F (PLAT 87-72); AND PINE RIDGE, TRACT A (PLAT 93-28), SEWARD MERIDIAN, Park Master Plan (Public Hearing Draft) for Russian Jack Springs Park, Grid SW1337 & SW1437

1. AWWU water and sanitary sewer are available to these parcels.
2. AWWU has no objection to this Master Plan review.

2022-0042 TITLE 21, Review and Recommendation by Planning and Zoning Commission to the Anchorage Municipal Assembly of an Ordinance amending AMC Subsection 21.09.050.C.2 to encourage development of accessory dwelling units within the Girdwood Valley, Grid N/A

1. AWWU has no objection to this Ordinance amendment.

If you have any questions pertaining to public water or sewer, please call 786-5694 or send an e-mail to alex.prosak@awwu.biz

Anchorage Water & Wastewater Utility



Clearly

Kimmel, Corliss A.

From: Wilson, Karleen K.
Sent: Thursday, March 3, 2022 9:47 AM
To: Blake, Lori A.; Kimmel, Corliss A.
Subject: FW: 2022-0042 Request for
Attachments: 2022-0042 Routing Coversheet.pdf

RECEIVED

MAR 03 2022

No comments.

Karleen Wilson
MOA Addressing Official
907.343.8168
MOA Official Address Map

From: Stewart, Gloria I. <gloria.stewart@anchorageak.gov>
Sent: Tuesday, March 1, 2022 2:35 PM
Cc: Stewart, Gloria I. <gloria.stewart@anchorageak.gov>
Subject: 2022-0030, 2022-0032, 2022-0042 Request for

Hello all. Attached please find our Routing Coversheets for Case Nos. 2022-0030 (Conditional Use for a helicopter landing site), 2022-0032 (Russian Jack Springs Park Master Plan); and 2022-0042 (Text Amendment re ADU's in Girdwood area) all of which are scheduled as a Public Hearing before the Planning and Zoning Commission on April 18, 2022. Reviewing materials can be viewed by clicking on the links below, scrolling to bottom of page and selecting Reviewing Agency Routing preceded by the case no. of interest. **PLEASE REMIT COMMENTS EITHER BY MAIL OR EMAIL AS FOLLOWS:** by email to Corliss Kimmel & Lori Blake (corliss.kimmel@anchorageak.gov & lori.blake@anchorageak.gov) or by USPS to the address listed in the upper right hand corner of the Routing Cover Sheet.

2022-0030 <https://www.muni.org/CityViewPortal/Planning/Status?planningId=17526>.

2022-0032 <https://www.muni.org/CityViewPortal/Planning/Status?planningId=17529>.

2022-0042 <https://www.muni.org/CityViewPortal/Planning/Status?planningId=17545>.



Planning Department
MUNICIPALITY OF ANCHORAGE

Gloria I. Stewart
Senior Planning Technician •
Planning Department
Current Planning Division - Zoning & Platting
Email: gloria.stewart@anchorageak.gov
Phone: (907) 343-7934
4700 Elmore Road, Anchorage, AK 99507
www.muni.org/planning

**MUNICIPALITY OF ANCHORAGE
PLANNING AND ZONING COMMISSION
RESOLUTION NO. 2022-019**

A RESOLUTION RECOMMENDING APPROVAL OF AN ORDINANCE AMENDING AMC SUBSECTION 21.09.050C.2. TO ENCOURAGE DEVELOPMENT OF ACCESSORY DWELLING UNITS WITHIN THE GIRDWOOD VALLEY.

(Case 2022-0042)

WHEREAS, amendments to the land use regulations affecting Accessory Dwelling Units (ADU) within the Anchorage Bowl were adopted by the Anchorage Assembly via AO 2018-43(S) As Amended on June 12, 2018; and

WHEREAS, since the adoption of AO 2018-43(S) As Amended, there has been interest from both the public and the Planning Department to align the ADU land use regulations of other communities within the Municipality with those of the Anchorage Bowl; and

WHEREAS, the Girdwood Board of Supervisors has prepared the proposed ordinance considering public input from Girdwood residents to best align the regulations with the desires of the community and those of the Anchorage Bowl; and

WHEREAS, public hearing notices were published, and a public hearing was held on April 18, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Anchorage Planning and Zoning Commission that:

- A. The Commission makes the following findings of fact:
1. This ordinance was drafted by the Girdwood Board of Supervisors and is the result of over one year of community outreach and collaboration with Girdwood residents.
 2. The proposed amendments will better align the ADU regulations of Girdwood with the Anchorage Bowl, while protecting the desired development characteristics of the community.
 3. Girdwood has a community known housing shortage, and this ordinance aims to encourage the development of more supplemental housing to increase the housing capacity of the Girdwood Valley.
 4. This ordinance will reduce the number of existing ADU violations within Girdwood by bringing them into conformance as a result of this code amendment.

- B. The Commission unanimously recommends approval of the ordinance subject to the Planning Department's amendments. These amendments have been incorporated and the final recommendation of the Commission shall read as:

Section 1. Anchorage Municipal Code subsection 21.09.050C.2., Use-specific standards for accessory uses, is hereby amended to read as follows (*the remainder of the section is not affected and therefore not set out*):

2. USE-SPECIFIC STANDARDS FOR ACCESSORY USES.

a. Accessory dwelling units.

Except as set forth below, the generally applicable Accessory Dwelling Unit regulations contained in subsection 21.05.070D.1., Accessory dwelling units (ADUs) shall apply. The regulations set forth below shall apply in addition to those contained in subsection 21.05.070D.1. except, in case of conflict, the regulations below shall govern.

i. Purpose and intent

(A) Increase the supply of supplemental housing through flexible use of existing housing stock, land supply, and infrastructure;

(B) Respond to the local needs for seasonal housing;

(C) Improve the affordability of homeownership through rental income opportunity;

(D) Encourage existing qualifying non-conforming accessory structures to be brought into compliance;

(E) Provide a broader range of accessible and more affordable housing within Girdwood; and

(F) Protect neighborhood stability, property values, and character by ensuring that ADUs are installed under the provisions of this title.

ii. Application, review and approval procedures.

The regulations described in 21.05.070D.1.b.ii shall apply.

iii. Requirements

(A).[I.] Maximum Number of Accessory Units.

[EXCEPT AS PROVIDED IN SUBSECTION II., BELOW,] Only one accessory dwelling unit [OR BED AND BREAKFAST UNIT], as defined in

Section 21.05.070d., shall be allowed on any single-family residential lot. The accessory dwelling unit may be a rental unit.

- [II]. ACCESSORY DWELLING UNIT AS BED AND BREAKFAST. THE ACCESSORY DWELLING UNIT MAY BE USED AS A BED AND BREAKFAST ROOM, BUT THE BED AND BREAKFAST FACILITY IS THEN LIMITED TO ONLY ONE GUESTROOM, THE ACCESSORY DWELLING UNIT.]

(B).[III.]Location.

An accessory dwelling unit shall be on the same lot as the primary dwelling unit. An accessory dwelling unit [SHALL] may be attached to, or detached from, the single-family dwelling unit [; IF THE LOT IS AT LEAST 16,800 SQ. FT., THE ACCESSORY DWELLING UNIT MAY BE DETACHED FROM THE PRIMARY DWELLING UNIT].

NOTE TO REVISOR - DELETE CORRESPONDING GRAPHIC

(C).[iv.]Size.

[MAXIMUM SQUARE FOOTAGE. THE MINIMUM SQUARE FOOTAGE FOR AN ACCESSORY DWELLING UNIT. IS 300 SQ. FT.] The [MAXIMUM] gross square footage for an accessory dwelling unit, not including any related garage, shall be no greater than [IS 600] 900 sq. ft. [, ON A LOT UP TO AND INCLUDING 15,000 SQ. FT. AND 750 SQ. FT., ON A LOT OVER 15,000 SQ. FT.; PROVIDED, HOWEVER, THAT IN THE GRST-1 AND GRST-2 DISTRICTS, THE MAXIMUM SQUARE FOOTAGE FOR AN ACCESSORY DWELLING UNIT IS 750 SQUARE FEET ON A SINGLE-FAMILY RESIDENTIAL LOT. THE ACCESSORY DWELLING UNIT SHALL NOT, HOWEVER,] or exceed [50] 75 percent of the gross floor area of the primary dwelling unit (excluding the ADU and garages), whichever is less.

(D).[V.]Floor area ratio; Density.

The floor area of the accessory dwelling unit is included, along with the floor area of the primary dwelling unit, in calculating the floor area ratio on the lot, but the accessory dwelling unit is not included in calculating the average density for a new single-family subdivision.

(E). Maximum height.

Accessory dwelling units shall not exceed 35 feet in height, nor be greater than twice the height of the primary dwelling unit.

(F).[VI.]Parking.

In addition to the parking requirements for the primary dwelling unit,

one off-street parking space shall be provided for an [EACH] accessory dwelling unit of 600 sq. ft. or less, [AND] two off-street parking spaces shall be provided for an accessory dwelling unit larger than 600 sq. ft., or one off-street parking space shall be provided for each accessory dwelling unit bedroom; whichever is greater. No more than two parking spaces shall be provided.

(G).[VII.] *Owner occupancy.*

Either the principal dwelling or the accessory unit on any site shall be occupied by the owner of the principal dwelling or owner of the lot where the accessory unit is located.

[VIII] ARCHITECTURAL COMPATIBILITY.

AN ACCESSORY DWELLING UNIT, WHETHER ATTACHED TO OR DETACHED FROM THE PRIMARY DWELLING UNIT, SHALL BE COMPATIBLE IN STYLE AND MATERIALS WITH THE PRIMARY DWELLING UNIT.]

(H).[IX.] *New accessory dwelling unit where single-family dwelling unit already in existence.*

A new accessory dwelling unit to be constructed on a lot with an existing single-family dwelling unit shall conform to all development and dimensional standards in the applicable zone district regulations.

(I). *Maximum number of bedrooms.*

The ADU shall have no more than two bedrooms.

(J). *Setbacks.*

An ADU shall not encroach into any required setback. The side and rear setback flexibility allowed in Table 21.09-5 shall not apply to detached accessory units taller than 15 feet.

(K). *Utilities.*

To the extent allowed by law and utility tariff, the ADU shall be connected to the water, sewer, and electric utilities of the single family dwelling unit. However, lots with on-site water or septic systems may have a separate water and/or septic system for the ADU.

iv. *Expiration of Approval of an ADU.*

The regulations described in 21.05.070D.1.b.iii.(F) shall apply.

v. *Transfer.*

The regulations described in 21.05.070D.1.b.iii.(G) shall apply.

vi. Prior illegal use.

(A). All structures which meet the definition of accessory dwelling unit which are not recognized as legal nonconforming structures or uses of structures under chapter 21.13 shall comply with this subsection. Such structures may continue in existence provided the following requirements are met:

(1) A permit application for an ADU is submitted to the building safety division within twelve months of the effective date of this ordinance.

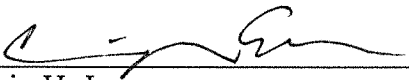
(2) The unit complies with the requirements of this section.

(B). If the unit does not comply with the requirements of this section at the time the permit application is filed, the building official may grant twelve months to bring the unit into conformance.

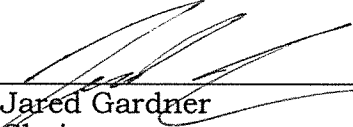
(C). This subsection does not apply to existing legal nonconforming uses of structures established pursuant to chapter 21.13.

APPROVAL RECOMMENDED by the Municipal Planning and Zoning Commission on the 18th day of April, 2022.

ADOPTED by the Anchorage Municipal Planning and Zoning Commission this 2nd day of May, 2022.



Craig H. Lyon
Secretary



Jared Gardner
Chair

(Case 2022-0042)

ry

**ANCHORAGE, ALASKA
AO No. 2022-70**

AN ORDINANCE OF THE ANCHORAGE ASSEMBLY AMENDING ANCHORAGE MUNICIPAL CODE SECTIONS 21.03.050 APPEALS, 2.20.065 ASSEMBLY COUNSEL, 4.05.090 MEETINGS; AND ANCHORAGE MUNICIPAL CODE OF REGULATIONS 21.10.304, 21.10.503, 21.11.304, 21.11.503, 21.13.340, AND 21.13.530 TO SIMPLIFY AND STREAMLINE LAND USE APPEALS.

WHEREAS, over the past few years, the municipality has seen a substantial increase in land use appeals; and

WHEREAS, there is a strong desire from both the municipality and the public to simplify the process for appealing land use decisions; and

WHEREAS, this ordinance proposes several amendments to achieve that goal; now, therefore,

THE ANCHORAGE ASSEMBLY ORDAINS:

Section 1. Anchorage Municipal Code subsection 21.03.050A. – Appeals to board of adjustment, is hereby amended to read as follows (*the remainder of the section is not affected and therefore not set out*):

21.03.050 Appeals.

A. *Appeals to board of adjustment.*
*** **

3. *Appellees before board.*

- a. Appellees before the board may be:
 - i. The party in whose favor the lower administrative body's decision was rendered.
 - ii. Any municipal agency.
 - iii. Any party of interest for the application, as defined in Chapter 21.15.
- b. Within ten days after the deadline for filing an appeal, a[A]n appellee shall file a notice of intent to file a brief with the assembly counsel's [MUNICIPAL CLERK'S] office on a form prescribed by the assembly counsel's office [MUNICIPAL CLERK], and serve a copy of the notice on all appellants. [WITHIN TEN DAYS AFTER THE DEADLINE FOR FILING AN APPEAL. THE

14.A.

MUNICIPAL CLERK SHALL SERVE NOTICE TO SUCH APPELLEES IN WRITING OF THE DATE THE RECORD IS AVAILABLE AND OF THE DATE THE APPELLANT'S BRIEF IS FILED.]

4. Notice of intent to appeal; findings of fact and decision; [PERFECTION OF APPEAL;] notice of appeal; appeal fee.
- a. Notice of intent to appeal. Any party of interest shall first file with the planning director, within seven days of the board or commission's decision made on the record, a written notice of intent to appeal.
- b. Findings of fact and decision. The planning director shall prepare proposed written findings of fact and decision to submit to the board or commission at its next regularly scheduled meeting, or as soon thereafter as possible. Review of the written findings of fact and decision shall have priority over regular agenda items, and shall be approved, as amended by the board or commission if necessary, and become the final appealable decision.
- c. Notice of appeal.
- i. Following approval of the written findings of fact and decision, any party of interest may, within 20 days, file an appeal by filing a notice of appeal, and paying the appeal fee and deposit in accordance with this section.
- [A. EXCEPT AS INDICATED IN SUBSECTION 4.D. BELOW FOR APPEALS REGARDING PRELIMINARY PLATS, AN APPEAL TO THE BOARD OF ADJUSTMENT MUST BE PERFECTED BY THE APPELLANT WITHIN 20 DAYS AFTER THE DATE OF SERVICE OF THE DECISION. THE APPEAL IS PERFECTED BY THE FILING OF A NOTICE OF APPEAL, APPEAL FEE, AND COST BOND IN ACCORDANCE WITH THIS SECTION.]
- ii[B]. The notice of appeal must be filed with the planning director [MUNICIPAL CLERK] on a form prescribed by the municipality [AND MUST CONTAIN DETAILED AND SPECIFIC ALLEGATIONS OF ERROR]. If the appellant is not the applicant, the appellant's notice of appeal shall include proof [CERTIFICATE] of service on the applicant.

14.A.

1 iii[C]. Appeal Fee. The appellant shall pay the current
2 appeal fee. In addition, the appellant shall
3 deposit with the planning director an amount
4 [FILE A COST BOND] equal to the estimated
5 cost of preparation of the record. Following
6 completion of the record, the actual cost thereof
7 shall be paid from the appellant's deposit and
8 the remainder refunded [BY THE
9 APPELLANT]. The appeal fee shall be returned
10 to the appellant if the decision of the lower
11 administrative body is reversed in whole, and
12 one-half of the fee shall be returned if the
13 decision is reversed in part. [ALL COSTS AND
14 FEES SHALL BE RETURNED TO THE
15 APPELLANT IF THE DECISION OF THE
16 LOWER BODY IS REVERSED IN WHOLE OR
17 IN PART.]

- 18
19 [D. TO APPEAL A PLATTING BOARD DECISION
20 REGARDING THE APPROVAL OR DENIAL OF A
21 PRELIMINARY PLAT:
- 22 I. ANY PARTY OF INTEREST SHALL FIRST FILE
23 WITH THE DIRECTOR, WITHIN SEVEN DAYS
24 OF THE PLATTING BOARD'S DECISION ON
25 THE PRELIMINARY PLAT, A WRITTEN
26 NOTICE OF INTENT TO APPEAL AND A
27 REQUEST FOR A WRITTEN DECISION
28 BASED UPON THE RECORD MADE AT THE
29 HEARING.
- 30 II. IF SUCH REQUEST IS RECEIVED IN THE
31 STATED TIME, THE DIRECTOR SHALL
32 PREPARE PROPOSED WRITTEN FINDINGS
33 OF FACT AND DECISION TO SUBMIT TO THE
34 PLATTING BOARD AT ITS NEXT REGULARLY
35 SCHEDULED MEETING, OR AS SOON
36 THEREAFTER AS POSSIBLE.
- 37 III. PLATTING BOARD REVIEW OF THE
38 WRITTEN FINDINGS OF FACT AND
39 DECISION SHALL HAVE PRIORITY OVER
40 REGULAR AGENDA ITEMS, AND SHALL BE
41 APPROVED, AS AMENDED BY THE BOARD
42 IF NECESSARY, AND BECOME THE FINAL
43 APPEALABLE DECISION OF THE BOARD.
- 44 IV. ONCE THE FINAL APPEALABLE DECISION
45 OF THE PLATTING BOARD IS ADOPTED,
46 ANY PARTY OF INTEREST MAY, WITHIN 20
47 DAYS, FILE AN APPEAL OR ALLEGE NEW
48 EVIDENCE OR CHANGED CIRCUMSTANCES.
49 THE APPEAL IS PERFECTED BY THE FILING
50 OF A NOTICE OF APPEAL, APPEAL FEE, AND

14.A.**COST BOND IN ACCORDANCE WITH THIS
SECTION.]****[5. NEW EVIDENCE OR CHANGED CIRCUMSTANCES.**

- A. ALLEGATIONS OF NEW EVIDENCE OR CHANGED CIRCUMSTANCES SHALL NOT BE CONSIDERED OR DECIDED BY THE BOARD OF ADJUSTMENT. ALLEGATIONS OF NEW EVIDENCE OR CHANGED CIRCUMSTANCES SHALL BE RAISED BY WRITTEN MOTION FOR REHEARING, FILED WITH THE MUNICIPAL CLERK WITHIN 20 DAYS AFTER THE DATE OF SERVICE OF THE INITIAL DECISION OF THE LOWER ADMINISTRATIVE BODY.**
- I. THE MUNICIPAL CLERK SHALL REJECT ANY MOTION FILED MORE THAN 20 DAYS AFTER THE DATE OF SERVICE OF THE INITIAL DECISION OF THE LOWER ADMINISTRATIVE BODY, WITHOUT HEARING OR RECONSIDERATION BY THE LOWER ADMINISTRATIVE BODY.**
- II. A DECISION OF THE LOWER ADMINISTRATIVE BODY ON ANY ISSUES REMANDED FROM THE BOARD OF ADJUSTMENT IS NOT AN INITIAL DECISION AS DESCRIBED IN SUBSECTION 5.A. ABOVE.**
- III. THE MUNICIPAL CLERK SHALL REJECT ANY MOTION ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES FILED IN RESPONSE TO A LOWER ADMINISTRATIVE BODY'S DECISION ON ANY ISSUE(S) PRESENTED ON REMAND.**
- B. IF THE WRITTEN MOTION FOR REHEARING IS FILED IN A TIMELY MANNER, THE ADMINISTRATIVE BODY FROM WHICH THE APPEAL IS TAKEN SHALL DECIDE WHETHER TO REOPEN AND REHEAR THE MATTER. A REHEARING SHALL BE HELD IF THE LOWER ADMINISTRATIVE BODY DETERMINES:**
- I. IF TRUE, THAT THE ALLEGED NEW EVIDENCE OR CHANGED CIRCUMSTANCES WOULD SUBSTANTIALLY CHANGE THE DECISION OF THE BODY, AND**
- II. THE PARTY ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES ACTED PROMPTLY AND WITH DILIGENCE IN BRINGING THE INFORMATION TO THE BODY'S ATTENTION.**

14.A.

- 1 C. AFTER A DECISION BY THE LOWER
2 ADMINISTRATIVE BODY ON ALLEGED NEW
3 EVIDENCE OR CHANGED CIRCUMSTANCES, THE
4 TIME FOR APPEAL SHALL BEGIN TO RUN. ANY
5 PARTY OF INTEREST MAY FILE AN APPEAL
6 WITHIN TEN DAYS AFTER THE DATE OF SERVICE
7 OF THE DECISION.]

8
9 5[6]. *Appeal record.*

- 10
11 a. The appellant shall arrange for the preparation of the
12 transcript of the board or commission hearing by a
13 court reporter [OR THE BOARD AND COMMISSION
14 RECORDING SECRETARY] and shall pay the cost of
15 such preparation. The appellant shall file the transcript
16 with the planning director [MUNICIPAL CLERK]. If the
17 appellant fails to file the transcript within 30 days after
18 the filing of the notice of appeal, the planning director
19 [MUNICIPAL CLERK] shall reject the appeal.
20
21 b. Upon timely filing by an appellant [PERFECTION] of
22 an appeal to the board of adjustment, the planning
23 director [MUNICIPAL CLERK] shall assemble an
24 appeal record. The record shall contain:
25
26 i. A copy of the notice of appeal filed by the
27 appellant.
28 ii. A verbatim transcript of the proceedings before
29 the administrative body from which the appeal
30 has been taken.
31 iii. Copies from the department of all documentary
32 evidence, memoranda, exhibits,
33 correspondence, and other written material
34 submitted to the administrative body prior to the
35 decision from which the appeal is taken.
36 iv. A copy from the department of the written
37 decision of the administrative body, including its
38 findings and conclusions.
39
40 c. Within 3 business days of [UPON] completion of the
41 record, the planning director [MUNICIPAL CLERK]
42 shall provide the record to the assembly counsel's
43 office, along with any notice of intent to file a brief filed
44 by an appellee. [SERVE NOTICE ON THE
45 APPELLANT OF THE COST OF ITS PREPARATION.
46 IF THE APPELLANT FAILS TO PAY THE COSTS
47 WITHIN SEVEN DAYS OF RECEIVING THE
48 NOTICE, THE APPEAL SHALL BE REJECTED.
49 UPON TIMELY PAYMENT OF COSTS,] I[T]he
50 planning director [MUNICIPAL CLERK] shall serve a

14.A.

copy of the record on the appellant. The planning director [MUNICIPAL CLERK] shall also serve the record [NOTICE] on the appellees who have filed a notice of intent to file a brief and, if a paper copy, paid the copying cost [THAT THE RECORD IS AVAILABLE FOR PICKUP]. Upon request, the planning director [MUNICIPAL CLERK] shall provide a copy of the record to an appellee or the public. A copying cost for the record will be charged as set out in AMCR 3.90.002. The appellee shall also be charged any mailing costs.

6[7]. *Written appeal briefs* [ARGUMENTS].

- a. *Brief of appellant.* The appellant shall [MAY] file a written brief of points and authorities in support of those allegations of error specified in the notice of appeal with the assembly counsel's [MUNICIPAL CLERK'S] office within 15 days after service of the appeal record. If no brief is filed within the required time period, the assembly counsel's office shall dismiss the appeal. Concurrent with filing of the brief, appellant shall serve and provide proof of service of the brief on any appellee and the planning director. [IF THE APPELLANT FILES A BRIEF, ALLEGATIONS OF ERROR SPECIFIED IN THE NOTICE OF APPEAL AND NOT INCLUDED IN THE APPELLANT'S BRIEF MAY BE DEEMED WAIVED OR ABANDONED. THE MUNICIPAL CLERK SHALL DELIVER A COPY OF THE APPELLANT'S BRIEF TO THE MUNICIPAL STAFF ASSIGNED RESPONSIBILITY FOR THE APPEAL . THE MUNICIPAL CLERK SHALL ALSO SERVE NOTICE ON THOSE APPELLEES WHO HAVE FILED A NOTICE OF INTENT TO FILE A BRIEF THAT THE APPELLANT'S BRIEF IS AVAILABLE FOR PICKUP. UPON REQUEST, THE MUNICIPAL CLERK SHALL PROVIDE A COPY OF THE APPELLANT'S BRIEF TO APPELLEES, WHO SHALL BE CHARGED COPYING COSTS AS PROVIDED IN AMCR 3.90.002 AND ANY MAILING COSTS APPLICABLE.]
- b. *Brief of appellee.* An appellee who has filed a notice of intent to file a brief may [ALSO] file with the assembly counsel's [MUNICIPAL CLERK'S] office a brief [WRITTEN RESPONSE (APPELLEE'S BRIEF) TO THE NOTICE OF POINTS ON APPEAL AND ANY BRIEF IN SUPPORT THEREOF] within 15 days after service of appellant's brief [NOTICE BY THE MUNICIPAL CLERK THAT THE APPELLANT'S BRIEF

14.A.

1 IS AVAILABLE FOR PICK-UP] or of the expiration of
2 the appellant's briefing deadline. Concurrent with filing
3 of the brief, appellee shall serve and provide proof of
4 service of the brief on any appellant and the planning
5 director. [THE MUNICIPAL CLERK SHALL SERVE
6 NOTICE ON THE APPELLANT, THAT APPELLEE
7 BRIEFS HAVE BEEN FILED.]

8
9 c. *Staff brief.* The planning director may prepare and
10 submit to the assembly counsel's office [MUNICIPAL
11 CLERK] a written response (staff's brief) [TO THE
12 NOTICE OF APPEAL AND ANY BRIEF IN SUPPORT
13 THEREOF] within 15 days after service of [NOTICE BY
14 THE MUNICIPAL CLERK THAT] the appellant's brief
15 [IS AVAILABLE FOR PICK-UP]. Concurrent with filing
16 of the brief, the planning director shall serve and
17 provide proof of service of the brief on any appellant
18 and appellee.

19
20 d[C]. *Reply brief.* An appellant may file a written reply brief to
21 appellee briefs submitted pursuant to subsection 6.b
22 [7.B]. The appellant's reply brief is due to the assembly
23 counsel's office within 15 days after service of
24 [NOTICE BY THE MUNICIPAL CLERK THAT THE]
25 appellee's brief [IS AVAILABLE FOR PICK-UP].
26 Concurrent with filing of the brief, appellant shall serve
27 and provide proof of service of the brief on any
28 appellee and the planning director

29
30 e[D]. *Form of briefs.* The assembly counsel's office
31 [MUNICIPAL CLERK] shall only accept the timely filing
32 of the briefs described in subsections a, b, c, and d.
33 above and only [NOT ACCEPT A BRIEF UNLESS IT
34 IS] in the form prescribed by this subsection.

- 35
36 i. *Required attachments.* All briefs shall be filed
37 with an attached copy of the ordinances and
38 regulations principally relied upon, set out
39 verbatim. [ALL BRIEFS SHALL ALSO INCLUDE
40 AN EXCERPT OF RECORD OF THE PAGES
41 ON WHICH THE BRIEF RELIES.]
- 42 ii. *Text of brief, exclusive of attachments.* Briefs
43 shall be typewritten on 8½- by 11-inch pages,
44 double-spaced, with quotations over two lines
45 being single-spaced and indented.
- 46 iii. *Page limitation.* The brief of appellant and the
47 brief of appellee are each limited to 25 pages
48 exclusive of exhibits and attachments. The reply
49 brief is limited to ten pages exclusive of exhibits.

14.A.

iv. Page designation. References to the record should be designated by "R" followed by the page number. For example, "R-1" references page one of the record. References to the transcript of the hearing before the lower administrative body should be designated by "T" followed by the page number. For example, "T-1" references page one of the transcript.

7[8]. *Appeal packet; notice of hearing.* Following completion of the briefing cycle, the assembly counsel shall prepare and distribute to the members of the board of adjustment and the municipal clerk an appeal packet containing only the appeal record assembled by the planning director and any briefs filed in accordance with subsection A.6[7]. above. The board of adjustment shall set a date for hearing of the issues on appeal. The municipal clerk shall publish notice of the date [IN A NEWSPAPER OF GENERAL CIRCULATION] and shall serve notice [BY MAIL] on the appellant and those appellees who have submitted briefs. The municipal clerk shall make appeal packets [SHALL BE MADE] available to the public upon request with costs payable by the public as provided in AMCR 3.90.002.

8[9]. *Procedural changes.* Upon timely motion [APPLICATION] and for good cause shown, the board of adjustment may relax or modify the procedural rules or the rules relating to costs contained herein for the orderly transaction of appeals before the board.

9. Motions.

a. General. An application for relief of any kind shall be made by written motion. A stipulation is not sufficient. Dispositive motions, other than a motion for lack of jurisdiction, shall not be heard.

b. Format. A motion must include:

- i. A brief, complete statement of the reasons in support of the motion;
- ii. An affidavit where the facts relating to the motion are not otherwise proven;
- iii. If the motion is for an extension of a time period, a statement of each extension of that time period previously granted to that party, indicating the length of each extension;
- iv. The points and authorities on which the moving party relies; and
- v. If the moving party requests relief by a specific date, a statement of the date by which a decision

14.A.

is needed and the reasons why a decision is needed by that date.

c. Filing and service. The original of all motions and responses must be filed with the assembly counsel's office, together with proof of service on all other parties.

d. Opposition to motion—disposition. Adverse parties have seven days after service of a motion within which to file and serve memoranda in opposition, counter motions and affidavits. As soon as practical after expiration of the seven-day period, the motion will be considered. A reply memorandum may not be filed by the moving party unless otherwise ordered. Oral argument will not be heard on motions unless otherwise ordered. If a motion is decided before expiration of the time for opposition, the filing of a timely opposition requires that the motion be considered de novo.

e. Motions determined by the assembly counsel's office. Routine, unopposed motions may be ruled upon by the assembly counsel's office without referral to the chair or the board panel. Unopposed motions for extensions of time for filing briefs may be ruled upon by the assembly counsel's office, except for motions which, if granted, would extend the filing due date beyond 30 days from the original due date. The assembly counsel's office may not determine a motion to extend the time for filing a notice of appeal. The assembly counsel's office may not determine a motion for extension of time to file a document if the time period, including any previous extensions, has already expired when the motion is filed. The assembly counsel's office has the discretion to refer motions that may be determined by the clerk to the chair or board panel, as provided in paragraph f.

f. Motions determined by the chair of the board of adjustment. Any motions not described in paragraph g. may be determined by the chair without referral to the board panel assigned to the appeal. The chair has the discretion to refer such a motion to the panel.

g. Motions determined by panel. A motion that would have the effect of determining the merits of an appeal, or a motion referred to the panel by the chair, shall be considered by the panel assigned to the appeal. The chair may, in connection with such a motion, enter such orders as may be necessary to prevent irreparable harm prior to the time that the full panel is able to consider the motion.

14.A.

i. Motion for non-routine extension based upon a showing of diligence and substantial need. Appellee may obtain up to 30 additional days for opening briefs and the appellant or staff may obtain up to 15 additional days for the staff brief or reply brief upon a showing of diligence and substantial need. A conclusory statement as to the press of business does not constitute a showing of diligence and substantial need.

ii. Motion for non-routine extension based upon a showing of extraordinary and compelling circumstances. An extension that would extend the time for filing a brief beyond the time allowed under subsection i. will be granted only upon a showing of extraordinary and compelling circumstances. The affidavit accompanying the motion must include a detailed explanation of the extraordinary and compelling circumstances that prevent completion of the brief within the time allowed. Factors the court may consider in determining the existence of extraordinary and compelling circumstances include: the nature and foreseeability of intervening events, pre-existing commitments, the extent of the party's control over the circumstances that prevent completion of the brief, the nature of the appeal, and any prejudice to the parties.

iii. General requirements. The motion must be filed on or before the due date, and must be accompanied by an affidavit stating:

- (A) when the brief is due;
- (B) when the brief was first due and the number and length of previous extensions;
- (C) the length of the requested extension and requested due date;
- (D) a detailed explanation of the reason that an extension is necessary; and
- (E) that the brief will be filed within the time requested.

4. Failure to include complaint affidavit. A motion without a complaint affidavit will be rejected by the assembly counsel's office.

10. Conduct of hearing.

- a. The hearing [MEETING] at which the board of

14.A.

adjustment deliberates and decides an appeal shall be open to the public and a record of the hearing shall be made.

- b. The board of adjustment shall not hear argument nor take additional testimony or other evidence. The board of adjustment shall consider only the material contained in the appeal packet.

*** *** ***

E. Service. Service, if required under this section, is complete on the day the filing, order, or decision is mailed or emailed by the department, municipal clerk, appellant, appellee, or other party having responsibility for service. Delivery and receipt of service by email shall be mandatory for all parties who have consented to service by email.

1. Proof of service of all documents required or permitted to be served must:

- a. State the name of each person who has been served;**
- b. Show the day and manner of service;**
- c. Contain a description or list of the documents served if not on the documents themselves; and**
- d. Be certified by an attorney, an authorized agent of the attorney, or, in the case of a self-represented person, then that person. An example of a certificate of service follows:**

Certificate of Service:

I certify that on [date] a true and correct copy of Appellant's Brief was served by email upon each of the following:

[Name of Appellee]
Email address of appellee

Planning Department
Planning Director
Email address

[Name of person emailing documents]
Title, if applicable
Business name, if applicable

(AO 2012-124(S), 2-26-13; AO 2013-117, 12-3-13; AO No. 2015-133(S), § 1, 2-23-16 ; AO No. 2021-46(S) , § 6, 6-8-21)

14.A.

Section 2. Anchorage Municipal Code of Regulations, Regulation 21.10 – Planning and Zoning Commission Rules of Procedure, section 21.10.304 – Decision, is hereby amended to read as follows:

21.10.304 Decision.

A. Every decision made by the commission shall be based on and include findings of fact and conclusions. Every finding of fact shall be supported in the record of the proceedings. The findings shall be sufficient to provide a reasonable basis for understanding the reasons for the decision. In considering and applying any applicable approval criteria, the commission shall make specific findings as to why the criteria have or have not been met.

[B. THE FINDINGS OF FACT AND DECISION OF THE COMMISSION AT THE SCHEDULED HEARING SHALL BECOME FINAL SEVEN (7) CALENDAR DAYS AFTER THE DATE THE DECISION IS MADE ON THE RECORD, UNLESS:

1. PRIOR TO THE EXPIRATION OF THE SEVENTH DAY, A WRITTEN REQUEST IS RECEIVED BY THE SECRETARY TO:

- A. PREPARE A WRITTEN DECISION BASED UPON THE RECORD MADE AT THE HEARING; AND
- B. THE REQUEST IS ACCOMPANIED BY A WRITTEN NOTICE OF INTENT TO APPEAL.

C. IF A WRITTEN REQUEST IS RECEIVED WITHIN SEVEN (7) CALENDAR DAYS OF THE COMMISSION'S DECISION ON THE RECORD, THE]

B. The planning director [SECRETARY] shall prepare proposed written findings of fact and decision to submit to [FOR REVIEW BY] the commission at its next regularly scheduled meeting, or as soon thereafter as feasible.

C[D]. Commission review of the written findings of fact and decision shall have priority over regular agenda items, and shall be approved, as amended by the commission if necessary, and become the final appealable decision of the commission.

D[E]. Within twenty (20) days of the approval of the final appealable decision pursuant to subsection C[D]. above, a party of interest [AN APPLICANT OR OTHER INTERESTED PERSON] must file [WITH THE MUNICIPAL CLERK EITHER:

- 1. A WRITTEN MOTION ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES, PURSUANT TO SECTION 21.10.503; OR

14.A.

2.] a[A]n appeal of the commission's final appealable decision, pursuant to municipal code chapter 21.03 [21.30].

[F. IF A MOTION ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES IS TIMELY FILED PURSUANT TO SUBSECTION E.1. ABOVE, THE TIME FOR APPEAL IS STAYED PENDING A DECISION ON THE MOTION. IN THE EVENT THE COMMISSION DETERMINES TO REOPEN AND/OR REHEAR NEW EVIDENCE OR CHANGED CIRCUMSTANCES, TIME FOR APPEAL IS STAYED PENDING A DECISION ON REHEARING.

1. A COMMISSION DECISION ON A MOTION, WITH OR WITHOUT REHEARING, IS NOT A FINAL APPEALABLE DECISION FOR PURPOSES OF A SUBSEQUENT MOTION ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES. A SUBSEQUENT MOTION ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES SHALL BE AUTOMATICALLY REJECTED BY THE MUNICIPAL CLERK WITHOUT HEARING OR RECONSIDERATION BY THE COMMISSION.

G. AFTER A DECISION BY THE COMMISSION ON A TIMELY FILED MOTION ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES, THE TIME FOR APPEAL SHALL BEGIN TO RUN. AN APPLICANT OR OTHER INTERESTED PERSON MUST FILE AN APPEAL WITHIN TEN (10) DAYS AFTER THE DATE OF THE COMMISSION'S DECISION, OR THE INITIAL DECISION OF THE COMMISSION SHALL BECOME FINAL.]

(AR No. 81-6; AR No. 83-126; AR No. 84-227; AR No. 2004-215(S), § 5, 12-7-04; AR No. 2005-15, § 2, 2-15-05)

Authority—Anchorage Municipal Code 3.40, 4.05.120, 21.10.035.

Section 3. Anchorage Municipal Code of Regulations, Regulation 21.10 – Planning and Zoning Commission Rules of Procedure, section 21.10.503 – New evidence-Changed circumstances, is hereby repealed in its entirety as follows:

21.10.503 Repealed. [NEW EVIDENCE—CHANGED CIRCUMSTANCES.]

[A. AN ALLEGATION OF NEW EVIDENCE OR CHANGED CIRCUMSTANCES MAY BE THE BASIS FOR REOPENING THE PUBLIC HEARING OR A REHEARING OF A MATTER PREVIOUSLY DECIDED BY THE COMMISSION. ANY SUCH ALLEGATIONS SHALL BE RAISED BY WRITTEN MOTION FOR REHEARING OR REOPENING THE HEARING, AND SHALL BE FILED WITH THE MUNICIPAL CLERK NO LATER THAN TWENTY (20) DAYS AFTER THE COMMISSION'S INITIAL DECISION BECOMES FINAL PURSUANT TO SECTION 21.10.304D.

14.A.

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2 B. UPON THE FILING OF A MOTION UNDER THIS SECTION, THE
3 COMMISSION SHALL EXPEDITE ITS CONSIDERATION OF THE
4 MOTION AND SHALL DETERMINE WHETHER TO REHEAR OR
5 REOPEN THE MATTER. THE COMMISSION SHALL REOPEN
6 THE PUBLIC HEARING OR REHEAR THE MATTER
7 PREVIOUSLY DECIDED IF THE COMMISSION DETERMINES:
8 1. IF TRUE, THAT THE ALLEGED NEW EVIDENCE OR
9 CHANGED CIRCUMSTANCES WOULD SUBSTANTIALLY
10 CHANGE THE DECISION OF THE COMMISSION; AND
11 THAT
12 2. THE PERSON ALLEGING THE NEW EVIDENCE OR
13 CHANGED CIRCUMSTANCES ACTED PROMPTLY AND
14 WITH DILIGENCE IN BRINGING THE INFORMATION TO
15 THE COMMISSION'S ATTENTION.
16
17 C. IF THE COMMISSION HOLDS A REHEARING, IT SHALL
18 DETERMINE THE EXTENT OF THE SUBJECT MATTER TO BE
19 PRESENTED AND SHALL INDICATE THE LIMITATIONS ON THE
20 PUBLIC HEARING.
21
22 D. A DECISION MADE BY THE COMMISSION, AS THE RESULT OF
23 A MOTION OR REHEARING UNDER THIS SECTION, IS NOT AN
24 INITIAL DECISION PURSUANT TO SUBSECTION A. ABOVE;
25 SUBSEQUENT MOTIONS ALLEGING NEW EVIDENCE OR
26 CHANGED CIRCUMSTANCES SHALL BE AUTOMATICALLY
27 REJECTED BY THE MUNICIPAL CLERK WITHOUT HEARING OR
28 RECONSIDERATION BY THE COMMISSION.]

29
30 (AR No. 82-258; AR No. 86-39; AR No. 2004-215(S), § 3, 12-7-04)

31 **Authority**—Anchorage Municipal Code 3.40, 4.05.120, 21.10.035.
32

33 **Section 4.** Anchorage Municipal Code of Regulations Regulation 21.11 – Platting
34 Board Rules of Procedure, Section 21.11.304 – Decision, is hereby amended to
35 read as follows:
36

37 **21.11.304 Decision.**
38

- 39 A. Every decision made by the board shall be based on and include
40 findings of fact and conclusions. Every finding of fact shall be
41 supported in the record of the proceedings. The findings shall be
42 sufficient to provide a reasonable basis for understanding the
43 reasons for the decision. In considering and applying any applicable
44 approval criteria, the board shall make specific findings as to why the
45 criteria have or have not been met.
46
47 B. Any party of interest wishing to appeal shall first file with the planning
48 director, within seven days of the board's decision made on the
49 record, a written notice of intent to appeal, in accordance with
50 21.03.050A.4.a.

14.A.

[THE FINDINGS OF FACT AND DECISION OF THE BOARD AT THE SCHEDULED HEARING SHALL BECOME FINAL SEVEN (7) CALENDAR DAYS AFTER THE DATE THE DECISION IS MADE ON THE RECORD, UNLESS:

1. PRIOR TO THE EXPIRATION OF THE SEVENTH DAY, A WRITTEN REQUEST IS RECEIVED BY THE SECRETARY TO:

A. PREPARE A WRITTEN DECISION BASED UPON THE RECORD MADE AT THE HEARING; AND

B. THE REQUEST IS ACCOMPANIED BY A WRITTEN NOTICE OF INTENT TO APPEAL.]

C. [IF A WRITTEN REQUEST IS RECEIVED WITHIN SEVEN (7) CALENDAR DAYS OF THE BOARD'S DECISION ON THE RECORD,] T[T]he planning director [SECRETARY] shall prepare proposed written findings of fact and decision to submit to the board at its next regularly scheduled meeting, or as soon thereafter as feasible.

D. Board review of the written findings of fact and decision shall have priority over regular agenda items, and shall be approved, as amended by the board if necessary, and become the final appealable decision of the board.

E. Within twenty (20) days of the approval of the final appealable decision pursuant to subsection D. above, a party of interest [AN APPLICANT OR OTHER INTERESTED PERSON] must file [WITH THE MUNICIPAL CLERK EITHER:

1. A WRITTEN MOTION ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES, PURSUANT TO SECTION 21.10.503; OR

2.] a[A]n appeal of the board's final appealable decision, pursuant to municipal code chapter 21.03 [21.30].

[F. IF A MOTION ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES IS TIMELY FILED PURSUANT TO SUBSECTION E.1. ABOVE, THE TIME FOR APPEAL IS STAYED PENDING A DECISION ON THE MOTION. IN THE EVENT THE BOARD DETERMINES TO REOPEN AND/OR REHEAR NEW EVIDENCE OR CHANGED CIRCUMSTANCES, TIME FOR APPEAL IS STAYED PENDING A DECISION ON REHEARING.

1. A BOARD DECISION ON A MOTION, WITH OR WITHOUT REHEARING, IS NOT A FINAL APPEALABLE DECISION FOR PURPOSES OF A SUBSEQUENT MOTION ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES. A

14.A.

SUBSEQUENT MOTION ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES SHALL BE AUTOMATICALLY REJECTED BY THE MUNICIPAL CLERK WITHOUT HEARING OR RECONSIDERATION BY THE BOARD.

- G. AFTER A DECISION BY THE BOARD ON A TIMELY FILED MOTION ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES, THE TIME FOR APPEAL SHALL BEGIN TO RUN. AN APPLICANT OR OTHER INTERESTED PERSON MUST FILE AN APPEAL WITHIN TEN (10) DAYS AFTER THE DATE OF THE BOARD'S DECISION, OR THE INITIAL DECISION OF THE BOARD SHALL BECOME FINAL.]

(AR No. 82-258; AR No. 86-39; AR No. 2004-215(S), § 2, 12-7-04; AR No. 2005-15, §1, 2-15-05)

Authority—Anchorage Municipal Code 3.40, 4.05.120, 21.10.035.

Section 5. Anchorage Municipal Code of Regulations Regulation 21.11 – Platting Board Rules of Procedure, Section 21.11.503 – New evidence-Changed Circumstances, is hereby repealed in its entirety as follows:

21.11.503 Repealed. [NEW EVIDENCE—CHANGED CIRCUMSTANCES.]

- [A. AN ALLEGATION OF NEW EVIDENCE OR CHANGED CIRCUMSTANCES MAY BE THE BASIS FOR REOPENING THE PUBLIC HEARING OR FOR REHEARING A MATTER PREVIOUSLY DECIDED BY THE BOARD. ANY SUCH ALLEGATIONS SHALL BE RAISED BY WRITTEN MOTION FOR REHEARING OR REOPENING THE HEARING, AND SHALL BE FILED WITH THE MUNICIPAL CLERK NO LATER THAN TWENTY (20) DAYS AFTER THE BOARD'S INITIAL DECISION BECOMES FINAL PURSUANT TO SECTION 21.11.304D.
- B. UPON THE FILING OF A MOTION UNDER THIS SECTION, THE BOARD SHALL EXPEDITE ITS CONSIDERATION OF THE MOTION AND SHALL DETERMINE WHETHER TO REHEAR OR REOPEN THE MATTER. THE BOARD SHALL REOPEN A PUBLIC HEARING OR REHEAR THE MATTER PREVIOUSLY DECIDED IF THE BOARD DETERMINES THAT:
1. IF TRUE, THAT THE ALLEGED NEW EVIDENCE OR CHANGED CIRCUMSTANCES WOULD SUBSTANTIALLY CHANGE THE DECISION OF THE BOARD; AND THAT
 2. THE PERSON ALLEGING THE NEW EVIDENCE OR CHANGED CIRCUMSTANCES ACTED PROMPTLY AND

14.A.

WITH DILIGENCE IN BRINGING THE INFORMATION TO
THE BOARD'S ATTENTION.

- C. IF THE BOARD DETERMINES TO REOPEN A PUBLIC HEARING OR REHEAR A MATTER PREVIOUSLY DECIDED, IT SHALL ALSO DETERMINE THE EXTENT OF THE SUBJECT MATTER TO BE HEARD AND INDICATE THAT IN THE PUBLIC NOTICE OF THE HEARING.
- D. A DECISION MADE BY THE BOARD, AS THE RESULT OF REHEARING UNDER THIS SECTION, IS NOT AN INITIAL DECISION PURSUANT TO SUBSECTION A. ABOVE; SUBSEQUENT MOTIONS ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES SHALL BE AUTOMATICALLY REJECTED BY THE MUNICIPAL CLERK WITHOUT HEARING OR RECONSIDERATION BY THE BOARD.]

(AR No. 81-6; AR No. 83-126; AR No. 2004-215(S), § 6, 12-7-04)

Authority—Anchorage Municipal Code 3.40, 4.05.120, 21.10.035.

Section 6. Anchorage Municipal Code of Regulations Regulation 21.13 – Urban Design Commission Rules of Procedure, section 21.13.340 – Decision, is hereby amended to read as follows:

21.13.340 Decision.

- A. Every decision made by the commission shall be based on and include findings of fact and conclusions. Every finding of fact shall be supported in the record of the proceedings. The findings shall be sufficient to provide a reasonable basis for understanding the reasons for the decision. In considering and applying any applicable approval criteria, the commission shall make specific findings as to why the criteria have or have not been met.
- [B. THE FINDINGS OF FACT AND DECISION OF THE COMMISSION AT THE SCHEDULED HEARING SHALL BECOME FINAL SEVEN (7) CALENDAR DAYS AFTER THE DATE THE DECISION IS MADE ON THE RECORD, UNLESS:
1. PRIOR TO THE EXPIRATION OF THE SEVENTH DAY, A WRITTEN REQUEST IS RECEIVED BY THE SECRETARY TO:
 - A. PREPARE A WRITTEN DECISION BASED UPON THE RECORD MADE AT THE HEARING; AND
 - B. THE REQUEST IS ACCOMPANIED BY A WRITTEN NOTICE OF INTENT TO APPEAL.

14.A.

- 1 C. IF A WRITTEN REQUEST IS RECEIVED WITHIN SEVEN (7)
2 CALENDAR DAYS OF THE COMMISSION'S DECISION ON THE
3 RECORD,]
- 4
- 5 B. T[T]he planning director [SECRETARY] shall prepare proposed
6 written findings of fact and decision to submit to the board at its next
7 regularly scheduled meeting, or as soon thereafter as feasible.
- 8
- 9 C[D]. Commission review of the written findings of fact and decision shall
10 have priority over regular agenda items, and shall be approved, as
11 amended by the commission if necessary, and become the final
12 appealable decision of the commission.
- 13
- 14 D[E]. Within twenty (20) days of the approval of the final appealable
15 decision pursuant to subsection C[D]. above, a party of interest [AN
16 APPLICANT OR OTHER INTERESTED PERSON] must file [WITH
17 THE MUNICIPAL CLERK EITHER:
- 18
- 19 1. A WRITTEN MOTION ALLEGING NEW EVIDENCE OR
20 CHANGED CIRCUMSTANCES, PURSUANT TO SECTION
21 21.10.503; OR
- 22 2.] a[A]n appeal of the commission's final appealable decision,
23 pursuant to municipal code chapter 21.03 [21.30].
- 24
- 25 [F. IF A MOTION ALLEGING NEW EVIDENCE OR CHANGED
26 CIRCUMSTANCES IS TIMELY FILED PURSUANT TO
27 SUBSECTION E.1. ABOVE, THE TIME FOR APPEAL IS STAYED
28 PENDING A DECISION ON THE MOTION. IN THE EVENT THE
29 COMMISSION DETERMINES TO REOPEN AND/OR REHEAR
30 NEW EVIDENCE OR CHANGED CIRCUMSTANCES, TIME FOR
31 APPEAL IS STAYED PENDING A DECISION ON REHEARING.
- 32
- 33 2. A COMMISSION DECISION ON A MOTION, WITH OR
34 WITHOUT REHEARING, IS NOT A FINAL APPEALABLE
35 DECISION FOR PURPOSES OF A SUBSEQUENT MOTION
36 ALLEGING NEW EVIDENCE OR CHANGED
37 CIRCUMSTANCES. A SUBSEQUENT MOTION ALLEGING
38 NEW EVIDENCE OR CHANGED CIRCUMSTANCES SHALL
39 BE AUTOMATICALLY REJECTED BY THE MUNICIPAL
40 CLERK WITHOUT HEARING OR RECONSIDERATION BY
41 THE COMMISSION.
- 42
- 43 G. AFTER A DECISION BY THE COMMISSION ON A TIMELY FILED
44 MOTION ALLEGING NEW EVIDENCE OR CHANGED
45 CIRCUMSTANCES, THE TIME FOR APPEAL SHALL BEGIN TO
46 RUN. AN APPLICANT OR OTHER INTERESTED PERSON MUST
47 FILE AN APPEAL WITHIN TEN (10) DAYS AFTER THE DATE OF
48 THE COMMISSION'S DECISION, OR THE INITIAL DECISION OF
49 THE COMMISSION SHALL BECOME FINAL.]
- 50

14.A.

(AR No. 2003-342, § 1, 1-6-04; AR No. 2004-215(S), § 10, 12-7-04; AR No. 2005-15, § 3, 2-15-05)

Section 7. Anchorage Municipal Code of Regulations Regulation 21.13 – Urban Design Commission Rules of Procedure, Section 21.13.530 – New evidence-Changed Circumstances, is hereby repealed in its entirety as follows:

21.13.530 Repealed. [NEW EVIDENCE—CHANGED CIRCUMSTANCES.]

- [A. AN ALLEGATION OF NEW EVIDENCE OR CHANGED CIRCUMSTANCES MAY BE THE BASIS FOR REOPENING THE PUBLIC HEARING OR FOR REHEARING A MATTER PREVIOUSLY DECIDED BY THE COMMISSION. ANY SUCH ALLEGATIONS SHALL BE RAISED BY WRITTEN MOTION FOR REHEARING OR REOPENING THE HEARING, AND SHALL BE FILED WITH THE MUNICIPAL CLERK NO LATER THAN TWENTY (20) DAYS AFTER THE COMMISSION'S INITIAL DECISION BECOMES FINAL PURSUANT TO SECTION 21.11.340D.
- B. UPON THE FILING OF A MOTION UNDER THIS SECTION, THE COMMISSION SHALL EXPEDITE ITS CONSIDERATION OF THE MOTION AND SHALL DETERMINE WHETHER TO REHEAR OR REOPEN THE MATTER. THE COMMISSION SHALL REOPEN A PUBLIC HEARING OR REHEAR THE MATTER PREVIOUSLY DECIDED IF THE COMMISSION DETERMINES THAT:
1. IF TRUE, THAT THE ALLEGED NEW EVIDENCE OR CHANGED CIRCUMSTANCES WOULD SUBSTANTIALLY CHANGE THE DECISION OF THE COMMISSION; AND THAT
2. THE PERSON ALLEGING THE NEW EVIDENCE OR CHANGED CIRCUMSTANCES ACTED PROMPTLY AND WITH DILIGENCE IN BRINGING THE INFORMATION TO THE COMMISSION'S ATTENTION.
- C. IF THE COMMISSION DETERMINES TO REOPEN A PUBLIC HEARING OR REHEAR A MATTER PREVIOUSLY DECIDED, IT SHALL ALSO DETERMINE THE EXTENT OF THE SUBJECT MATTER TO BE HEARD AND INDICATE THAT IN THE PUBLIC NOTICE OF THE HEARING.
- D. A DECISION MADE BY THE COMMISSION, AS THE RESULT OF REHEARING UNDER THIS SECTION, IS NOT AN INITIAL DECISION PURSUANT TO SUBSECTION A. ABOVE; SUBSEQUENT MOTIONS ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES SHALL BE AUTOMATICALLY REJECTED BY THE MUNICIPAL CLERK WITHOUT HEARING OR RECONSIDERATION BY THE COMMISSION.]

14.A.

(AR No. 2003-342 § 1, 1-6-04; AR No. 2004-215(S), § 11, 12-7-04)

Section 8. Anchorage Municipal Code 2.20.065 – Assembly Counsel, is hereby amended to read as follows:

2.20.065 Assembly Counsel.

The Assembly Counsel shall be selected by the presiding officer, and the appointment shall be subject to confirmation by the Assembly.

- A. *Duties:* The general duties of the Assembly Counsel shall consist of providing legal advice to the Assembly, drafting ordinances, resolutions and memoranda and other working documents, conducting legal research and providing opinions to the Assembly, providing case management, conducting legal research, and providing opinions to [AND] the Board of Adjustment, and assisting the Municipal Clerk as directed by the presiding officer of the Assembly.

*** *** ***

(AO No. 2017-40, §2, 3-21-17)

Section 9. Anchorage Municipal Code 4.05.090 – Meetings, is hereby amended to read as follows:

4.05.090 Meetings.

A board or commission shall hold regular monthly meetings at such time and place as may from time to time be designated by the board or commission, but meetings need not be held if no business is pending. Boards and commissions shall advise the public of their meeting schedules, or publicly advertise their meetings where necessitated by statutory requirements. The chair[MAN] of a board or commission, or the municipal employee who is designated as an ex officio member of the board or commission pursuant to section 4.05.140, or a majority of the board or commission, may call a special meeting of the board or commission. Meetings of all boards and commissions shall be open to the public, except for an executive session[,], or when meeting solely to make a decision on a motion in an adjudicatory proceeding, from which the public may be excluded.

Notice of meetings of boards and commissions shall be as established in section 1.25.015.

(CAC 2.64.090; AO No. 89-122(S-1); AO No. 94-132(S), § 6, 8-25-94)

State Law reference— Open meetings, AS 29.20.020; open meeting act, AS 44.62.310.

Section 10. This ordinance shall be effective immediately upon passage and approval by the Assembly.

14.A.

PASSED AND APPROVED by the Anchorage Assembly this _____ day of _____, 2022.

Chair of the Assembly

ATTEST:

Municipal Clerk



MUNICIPALITY OF ANCHORAGE

14.A.

Assembly Memorandum

No. AM 346-2022

Meeting Date: June 21, 2022

From: MAYOR

Subject: AN ORDINANCE OF THE ANCHORAGE ASSEMBLY AMENDING ANCHORAGE MUNICIPAL CODE SECTIONS 21.03.050 APPEALS, 2.20.065 ASSEMBLY COUNSEL, 4.05.090 MEETINGS; AND ANCHORAGE MUNICIPAL CODE OF REGULATIONS 21.10.304, 21.10.503, 21.11.304, 21.11.503, 21.13.340, AND 21.13.530 TO SIMPLIFY LAND USE APPEALS.

This ordinance proposes amendments to Anchorage Municipal Code (“AMC”) sections 21.03.050, 2.20.065, and 4.05.090; and Anchorage Municipal Code of Regulations (“AMCR”) Title 21, with the intent of simplifying the process for appeals of land use decisions. Over the past few years, the municipality has seen a substantial increase in land use appeals and this has shed light on some areas for improvement. The Planning Department worked closely with Assembly Counsel and Counsel for the Board of Adjustment to begin this process, and, as required by AMC 21.03.210B., circulated the draft ordinance to each board and commission affected by the amendments. Only the Board of Adjustment had substantive edits. The version of the ordinance presented here combines code amendments proposed by the Planning Department and Board of Adjustment. Resolutions of support by affected boards and commissions are attached.

A three-page attachment includes additional minor amendments proposed by the Board of Adjustment (“Board of Adjustment Version—Excerpt”) which are not supported by Planning at this time. The Board of Adjustment’s deletions are shown with brackets, bold, and strikethrough text. The Board of Adjustment suggested eliminating the requirement for a 7 day notice of intent to appeal a Platting Board decision. The 7 day requirement was originally intended to trigger the Platting Board’s obligation to create written findings and conclusions. The Board of Adjustment made its recommendation based upon its understanding that, since the Platting Board will now draft written findings and conclusions for all Platting Board decisions, the 7 day notice requirement would not be needed. Planning still sees value in maintaining this step, as explained below.

Platting Board Process

One change will be to the Platting Board process, which is currently different from the other land use boards. The Platting Board will now draft and approve written findings for each preliminary plat case, in line with the other land use boards, rather than utilizing a Summary of Action. The distinct process for

14.A.

1 appeals of preliminary plats was unnecessarily confusing.

2
3 All appeals of preliminary plats to the Board of Adjustment will now begin with
4 filing a "Notice of Intent to Appeal," followed by a "Notice of Appeal." The
5 preliminary Notice of Intent to Appeal puts the municipality, and the land use
6 applicant, on notice early in the process that an interested party intends to
7 appeal.

8
9 Preparation of Appeal Record and Payment of Costs (Board of Adjustment)

10 A second purpose of this ordinance is to shift responsibility for initial tasks such
11 as arranging for the appeal record and transcript from the Municipal Clerk's
12 Office to the Planning Department. The Planning Department provides staff
13 support to the land use boards and commissions, so the Planning Department
14 has the best understanding of the land use decisions being appealed and the
15 record in front of the land use boards. Once the appeal record is complete, the
16 Planning Department provides the record to the Municipal Clerk's Office, who
17 takes over responsibility for next steps, along with Assembly Counsel.

18
19 There is also a proposed change from cost "bond" to cost "deposit," which funds
20 will only be used to the extent required for actual costs to prepare the record.

21
22 Appeal Briefs and Other Motions (Board of Adjustment)

23 In order to make the procedural process more efficient, the proposed ordinance
24 makes significant amendments to the requirements for filing an appeal brief or
25 other motion in front of the Board of Adjustment. Briefs and other motions would
26 be submitted to Assembly Counsel instead of the Municipal Clerk. Assembly
27 Counsel has the expertise in legal requirements necessary for such filings. For
28 appeal briefs and most motions, the Board of Adjustment would remain
29 responsible for making determinations; however, some procedural motions, such
30 as an unopposed motion for an extension of time, could be determined by
31 Assembly Counsel.

32
33 Other aspects of briefing such as effectuating service on an opposing party have
34 also been clarified in this ordinance. A sample "certificate of service" is included
35 and confusing terms like "perfection of appeal" have been eliminated.

36
37 New Evidence or Changed Circumstances

38 An additional element of this ordinance is removing the "new evidence changed
39 circumstances" process available under existing code for the Planning and
40 Zoning Commission, the Platting Board, and the Urban Design Commission. The
41 existing process allows any interested party to raise supposed new issues for
42 consideration by the decision-making body in lieu of filing an appeal. In practice,
43 the process is fraught with confusion, especially as interested parties seek to use
44 both this procedure, and the appeal process, simultaneously. The amendments
45 proposed will help streamline the appeal process in front of land use appellant
46 boards by creating a single process available to interested parties. Land use
47 board and commission members will still have the opportunity to request
48 reconsideration of any vote.

49
50 Board of Adjustment Recommendations

51 Lastly, the Board of Adjustment recommends amending AMC 2.20.065A. (duties)

14.A.

to include a more express listing of the support assembly counsel gives to the Board. The Board also suggests amending AMC 4.05.090 (meetings) to authorize the Board of Adjustment to hold non-public meetings to adjudicate motions made while a case is ongoing, such as a motion for an extension of time. The adjudication of the case and ultimate determination will continue to be public hearings.

There are no economic effects and therefore pursuant to AMC 2.30.053B.1., no Summary of Economic Effects is attached to this ordinance.

THE ADMINISTRATION RECOMMENDS APPROVAL.

Prepared by: Planning Department
Approved by: Adam Trombley, Community Development Director
Concur: Barbara Jones, Municipal Clerk
Concur: Patrick Bergt, Municipal Attorney
Concur: Amy Demboski, Municipal Manager
Respectfully submitted: Dave Bronson, Mayor

Attachments: Board of Adjustment Version—Three page excerpt
Board of Adjustment Resolution
Board of Adjustment Resolution, Attachment with track changes
Platting Board Resolution (Summary of Action)
Planning & Zoning Commission Resolution
Urban Design Commission Resolution

ANCHORAGE, ALASKA
AO No. 2022-_____

AN ORDINANCE OF THE ANCHORAGE ASSEMBLY AMENDING ANCHORAGE MUNICIPAL CODE SECTIONS 21.03.050 APPEALS, 2.20.065 ASSEMBLY COUNSEL, 4.05.090 MEETINGS; AND ANCHORAGE MUNICIPAL CODE OF REGULATIONS 21.10.304, 21.10.503, 21.11.304, 21.11.503, 21.13.340, AND 21.13.530 TO SIMPLIFY LAND USE APPEALS.

WHEREAS, over the past few years, the municipality has seen a substantial increase in land use appeals; and

WHEREAS, there is a strong desire from both the municipality and the public to simplify the process for appealing land use decisions; and

WHEREAS, this ordinance proposes several amendments to achieve that goal; now, therefore,

THE ANCHORAGE ASSEMBLY ORDAINS:

Section 1. Anchorage Municipal Code subsection 21.03.050A. – Appeals to the Board of Adjustment, is hereby amended to read as follows (*the remainder of the section is not affected and therefore not set out*):

21.03.050 Appeals.

A. Appeals to the Board of Adjustment.

*** *** ***

3. Appellees before board.

A. Appellees before the board may be:

- i. The party in whose favor the lower administrative body's decision was rendered.
- ii. Any municipal agency.
- iii. Any party of interest for the application, as defined in Chapter 21.15.

B. Within ten days after the deadline for filing an appeal,
a[A]n appellee shall file a notice of intent to file a brief
with the assembly counsel's [MUNICIPAL CLERK'S]
office on a form prescribed by the assembly counsel's
office [MUNICIPAL CLERK] , and serve a copy of the
notice on all appellants. [WITHIN TEN DAYS AFTER
THE DEADLINE FOR FILING AN APPEAL. THE
MUNICIPAL CLERK SHALL SERVE NOTICE TO

SUCH APPELLEES IN WRITING OF THE DATE THE
RECORD IS AVAILABLE AND OF THE DATE THE
APPELLANT'S BRIEF IS FILED.]

4. [PERFECTION OF APPEAL]; Findings of fact and decision;
notice of appeal; appeal fee.

~~[Notice of intent to appeal. Any party of interest
shall first file with the planning director, within
seven days of the board or commission's decision
made on the record, a written notice of intent to
appeal.]~~

- a. Findings of fact and decision. The planning director
shall prepare proposed written findings of fact and
decision to submit to the board or commission at its
next regularly scheduled meeting, or as soon thereafter
as possible. Review of the written findings of fact and
decision shall have priority over regular agenda items,
and shall be approved, as amended by the board or
commission if necessary, and become the final
appealable decision.

- b. Notice of appeal.

- i. Following approval of the written findings of fact
and decision, any party of interest may, within
20 days, file an appeal by filing a notice of
appeal, and paying the appeal fee and deposit in
accordance with this section.

- [A. EXCEPT AS INDICATED IN SUBSECTION 4.D.
BELOW FOR APPEALS REGARDING
PRELIMINARY PLATS, AN APPEAL TO THE
BOARD OF ADJUSTMENT MUST BE
PERFECTED BY THE APPELLANT WITHIN 20
DAYS AFTER THE DATE OF SERVICE OF
THE DECISION. THE APPEAL IS PERFECTED
BY THE FILING OF A NOTICE OF APPEAL,
APPEAL FEE, AND COST BOND IN
ACCORDANCE WITH THIS SECTION.]

- ii[B]. The notice of appeal must be filed with the
planning director [MUNICIPAL CLERK] on a
form prescribed by the municipality [AND MUST
CONTAIN DETAILED AND SPECIFIC
ALLEGATIONS OF ERROR]. If the appellant is
not the applicant, the appellant's notice of
appeal shall include proof [CERTIFICATE] of
service on the applicant.

1. IF TRUE, THAT THE ALLEGED NEW EVIDENCE OR CHANGED CIRCUMSTANCES WOULD SUBSTANTIALLY CHANGE THE DECISION OF THE COMMISSION; AND THAT
 2. THE PERSON ALLEGING THE NEW EVIDENCE OR CHANGED CIRCUMSTANCES ACTED PROMPTLY AND WITH DILIGENCE IN BRINGING THE INFORMATION TO THE COMMISSION'S ATTENTION.
- C. IF THE COMMISSION HOLDS A REHEARING, IT SHALL DETERMINE THE EXTENT OF THE SUBJECT MATTER TO BE PRESENTED AND SHALL INDICATE THE LIMITATIONS ON THE PUBLIC HEARING.
- D. A DECISION MADE BY THE COMMISSION, AS THE RESULT OF A MOTION OR REHEARING UNDER THIS SECTION, IS NOT AN INITIAL DECISION PURSUANT TO SUBSECTION A. ABOVE; SUBSEQUENT MOTIONS ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES SHALL BE AUTOMATICALLY REJECTED BY THE MUNICIPAL CLERK WITHOUT HEARING OR RECONSIDERATION BY THE COMMISSION.]

(AR No. 82-258; AR No. 86-39; AR No. 2004-215(S), § 3, 12-7-04)

Authority—Anchorage Municipal Code 3.40, 4.05.120, 21.10.035.

Section 4. Anchorage Municipal Code of Regulations Regulation 21.11 – Platting Board Rules of Procedure, section 21.11.304 – Decision, is hereby amended to read as follows:

21.11.304 Decision.

- A. Every decision made by the board shall be based on and include findings of fact and conclusions. Every finding of fact shall be supported in the record of the proceedings. The findings shall be sufficient to provide a reasonable basis for understanding the reasons for the decision. In considering and applying any applicable approval criteria, the board shall make specific findings as to why the criteria have or have not been met.

~~**[B. Any party of interest wishing to appeal shall first file with the planning director, within seven days of the board's decision made on the record, a written notice of intent to appeal, in accordance with 21.03.050A.4.a.]**~~

[THE FINDINGS OF FACT AND DECISION OF THE BOARD AT THE SCHEDULED HEARING SHALL BECOME FINAL SEVEN (7) CALENDAR DAYS AFTER THE DATE THE DECISION IS MADE ON THE RECORD, UNLESS:

1. PRIOR TO THE EXPIRATION OF THE SEVENTH DAY, A WRITTEN REQUEST IS RECEIVED BY THE SECRETARY TO:

MUNICIPALITY OF ANCHORAGE
BOARD OF ADJUSTMENT
RESOLUTION No. 2022-1

1 RESOLUTION OF THE BOARD OF ADJUSTMENT REGARDING REQUESTED
2 REVIEW OF THE PLANNING DEPARTMENT PROPOSED ASSEMBLY
3 ORDINANCE TO AMEND ANCHORAGE MUNICIPAL CODE SECTION 21.03.050,
4 APPEALS, AND ANCHORAGE MUNICIPAL CODE OF REGULATIONS 21.10.304,
5 21.10.503, 21.11.304, 21.11.503, 21.13.340, AND 21.13.530 TO SIMPLIFY LAND
6 USE APPEALS.
7

8
9 **WHEREAS**, the Planning Department invited the Board of Adjustment to review a
10 proposed Assembly Ordinance amending sections of Anchorage Municipal Code,
11 Section 21.03.050 regarding appeals to Board of Adjustment; and
12

13 **WHEREAS**, the Board of Adjustment and Board Counsel did review the proposed
14 ordinance at meetings on Wednesday, February 9 and Monday, February 14; and
15

16 **WHEREAS**, the Board recognized certain issues in code have made following the
17 code difficult for appellants, appellees, staff in the Planning Department and the
18 Clerk's Office, and the Board; and
19

20 **WHEREAS**, on February 14, 2022, the Board voted to recommend and transmit
21 certain proposed changes to the proposed ordinance.
22

23 **NOW, THEREFORE, THE BOARD OF ADJUSTMENT, AFTER COMPLETING ITS**
24 **REQUESTED REVIEW, RECOMMENDS CHANGES TO THE PROPOSED**
25 **ORDINANCE AS DETAILED IN THE ATTACHED WORD DOCUMENT.**
26

27 **PASSED AND APPROVED** by the Board of Adjustment this 14th day of February,
28 2022.
29

30
31 *Bernd Guetschow*
32

33 Berndt Guetschow, Chair
34
35
36

DRAFT

Submitted by: Chair of the Assembly
at the Request of the Mayor
Prepared by: Dept. of _____
For reading: _____

ANCHORAGE, ALASKA
AO No. 2021-_____

AN ORDINANCE OF THE ANCHORAGE ASSEMBLY AMENDING ANCHORAGE MUNICIPAL CODE SECTION 21.03.050, APPEALS, AND ANCHORAGE MUNICIPAL CODE OF REGULATIONS 21.10.304, 21.10.503, 21.11.304, 21.11.503, 21.13.340, AND 21.13.530 TO SIMPLIFY LAND USE APPEALS.

WHEREAS, over the past few years, the municipality has seen a substantial increase in land use appeals; and

WHEREAS, there is a strong desire from both the municipality and the public to simplify the process for appealing land use decisions; and

WHEREAS, this ordinance proposes several amendments to achieve that goal; now, therefore,

THE ANCHORAGE ASSEMBLY ORDAINS:

Section 1. Anchorage Municipal Code subsection 21.03.050A – Appeals to the Board of Adjustment, is hereby amended to read as follows (*the remainder of the section is not affected and therefore not set out*):

21.03.050 Appeals.

A. Appeals to the Board of Adjustment.

*** **

3. Appellees before board.

[A.] Appellees before the board may be:

a[i]. The party in whose favor the lower administrative body's decision was rendered.

b[ii]. Any municipal agency.

c[iii]. Any party of interest for the application, as defined in Chapter 21.15.

[B. Within ten days after the deadline for filing an appeal,
a[A]n appellee shall file a notice of intent to file a brief
with the ~~MUNICIPAL CLERK'S OFFICE~~ assembly
~~counsel's office~~ counsel's office, and serve a copy of
the notice on all appellants.], WITHIN TEN DAYS
AFTER THE DEADLINE FOR FILING AN APPEAL.
THE MUNICIPAL CLERK SHALL SERVE NOTICE TO
SUCH APPELLEES IN WRITING OF THE DATE THE

Commented [DW1]: Do not make these deletions\changes.

RECORD IS AVAILABLE AND OF THE DATE THE
APPELLANT'S BRIEF IS FILED.]

4. Notice of intent to appeal [PERFECTION OF APPEAL];
Findings of fact and decision; notice of appeal; appeal fee.
- a. Notice of intent to appeal. Any party of interest shall first file with the planning director, within seven days of the board or commission's decision made on the record, a written notice of intent to appeal.
- b. Findings of fact and decision. The planning director shall prepare proposed written findings of fact and decision to submit to the board or commission at its next regularly scheduled meeting, or as soon thereafter as possible. Review of the written findings of fact and decision shall have priority over regular agenda items, and shall be approved, as amended by the board or commission if necessary, and become the final appealable decision.
- cb. Notice of appeal.
- i. Following approval of the written findings of fact and decision, any party of interest may, within 20 days, file an appeal by filing a notice of appeal, and paying the appeal fee and cost bond deposit in accordance with this section.
- ii. The notice of appeal must be filed with the municipal clerkplanning director on a form prescribed by the municipality [AND MUST CONTAIN DETAILED AND SPECIFIC ALLEGATIONS OF ERROR]. If the appellant is not the applicant, the appellant's notice of appeal shall include proof of service on the applicant. Any argument attached to the notice of appeal form is limited to five pages exclusive of exhibits and shall conform to the requirements of AMC 21.03.050A.6.d.ii.
- diii. Appeal Fee. The appellant shall pay the current appeal fee. In addition, the appellant shall file a cost bond deposit with the planning director an amount equal to the estimated cost of preparation of the record. Following completion of the record, the actual cost thereof shall be paid by from the appellant's deposit and the remainder refunded. [ALL COSTS AND FEES

SHALL BE RETURNED TO THE APPELLANT IF THE DECISION OF THE LOWER BODY IS REVERSED IN WHOLE OR IN PART.] The appeal fee shall be returned to the appellant if the decision of the lower administrative body is reversed in whole, and one-half of the fee shall be returned if the decision is reversed in part.

- [A. EXCEPT AS INDICATED IN SUBSECTION 4.D. BELOW FOR APPEALS REGARDING PRELIMINARY PLATS, AN APPEAL TO THE BOARD OF ADJUSTMENT MUST BE PERFECTED BY THE APPELLANT WITHIN 20 DAYS AFTER THE DATE OF SERVICE OF THE DECISION. THE APPEAL IS PERFECTED BY THE FILING OF A NOTICE OF APPEAL, APPEAL FEE, AND COST BOND IN ACCORDANCE WITH THIS SECTION.
- B. THE NOTICE OF APPEAL MUST BE FILED WITH THE MUNICIPAL CLERK ON A FORM PRESCRIBED BY THE MUNICIPALITY AND MUST CONTAIN DETAILED AND SPECIFIC ALLEGATIONS OF ERROR. IF THE APPELLANT IS NOT THE APPLICANT, THE APPELLANT'S NOTICE OF APPEAL SHALL INCLUDE CERTIFICATE OF SERVICE ON THE APPLICANT.
- C. THE APPELLANT SHALL PAY THE CURRENT APPEAL FEE. IN ADDITION, THE APPELLANT SHALL FILE A COST BOND EQUAL TO THE ESTIMATED COST OF PREPARATION OF THE RECORD. FOLLOWING COMPLETION OF THE RECORD, THE ACTUAL COST THEREOF SHALL BE PAID BY THE APPELLANT. ALL COSTS AND FEES SHALL BE RETURNED TO THE APPELLANT IF THE DECISION OF THE LOWER BODY IS REVERSED IN WHOLE OR IN PART.
- D. TO APPEAL A PLATTING BOARD DECISION REGARDING THE APPROVAL OR DENIAL OF A PRELIMINARY PLAT:
- I. ANY PARTY OF INTEREST SHALL FIRST FILE WITH THE DIRECTOR, WITHIN SEVEN DAYS OF THE PLATTING BOARD'S DECISION ON THE PRELIMINARY PLAT, A WRITTEN NOTICE OF INTENT TO APPEAL AND A REQUEST FOR A WRITTEN DECISION BASED UPON THE RECORD MADE AT THE HEARING.
- II. IF SUCH REQUEST IS RECEIVED IN THE STATED TIME, THE DIRECTOR SHALL

- 1 PREPARE PROPOSED WRITTEN FINDINGS
2 OF FACT AND DECISION TO SUBMIT TO THE
3 PLATTING BOARD AT ITS NEXT REGULARLY
4 SCHEDULED MEETING, OR AS SOON
5 THEREAFTER AS POSSIBLE.
6 III. PLATTING BOARD REVIEW OF THE
7 WRITTEN FINDINGS OF FACT AND
8 DECISION SHALL HAVE PRIORITY OVER
9 REGULAR AGENDA ITEMS, AND SHALL BE
10 APPROVED, AS AMENDED BY THE BOARD
11 IF NECESSARY, AND BECOME THE FINAL
12 APPEALABLE DECISION OF THE BOARD.
13 IV. ONCE THE FINAL APPEALABLE DECISION
14 OF THE PLATTING BOARD IS ADOPTED,
15 ANY PARTY OF INTEREST MAY, WITHIN 20
16 DAYS, FILE AN APPEAL OR ALLEGE NEW
17 EVIDENCE OR CHANGED CIRCUMSTANCES.
18 THE APPEAL IS PERFECTED BY THE FILING
19 OF A NOTICE OF APPEAL, APPEAL FEE, AND
20 COST BOND IN ACCORDANCE WITH THIS
21 SECTION.]

22
23 5[6]. Appeal Record

- 24
25 a. The appellant shall arrange for the preparation of the
26 transcript of the board or commission hearing by a
27 court reporter [OR THE BOARD AND COMMISSION
28 RECORDING SECRETARY] and shall pay the cost of
29 such preparation. The appellant shall file the transcript
30 with the planning director [MUNICIPAL CLERK]. If the
31 appellant fails to file the transcript within 30 days after
32 the filing of the notice of appeal, the planning director
33 [MUNICIPAL CLERK] shall reject the appeal.
34
35 b. Upon timely filing [PERFECTION] by an appellant of
36 an appeal to the board of adjustment in accordance
37 with 4.b.i-iii, the planning director [MUNICIPAL
38 CLERK] shall assemble an appeal record. The record
39 shall contain:
40
41 i. A copy of the notice of appeal filed by the
42 appellant.
43 ii. A verbatim transcript of the proceedings before
44 the administrative body from which the appeal
45 has been taken.
46 iii. Copies from the department of all documentary
47 evidence, memoranda, exhibits,
48 correspondence, and other written material

submitted to the administrative body prior to the decision from which the appeal is taken.

iv. A copy from the department of the written decision of the administrative body, including its findings and conclusions.

c. Within 3 business days of [UPON] completion of the record, the planning director shall provide the record to the assembly counsel's office municipal clerk, along with any notice of intent to file a brief filed by an appellee. Within three business days of receipt, [T]the municipal clerk shall serve notice on the appellant of the cost of its preparation. If the appellant fails to pay the costs within seven days of issuance [RECEIVING] of the notice, the municipal clerk shall reject the appeal [SHALL BE REJECTED]. [UPON] Within three business days of timely payment of costs, the The planning director [MUNICIPAL CLERK] shall serve a copy of the record on the appellant. [THE MUNICIPAL CLERK SHALL ALSO SERVE NOTICE] and The planning director shall also serve the record on the appellees who have filed a notice of intent to file a brief and, if a paper copy, paid the copying cost [THAT THE RECORD IS AVAILABLE FOR PICKUP]. Upon request, the planning director [MUNICIPAL CLERK] shall provide a copy of the record to an appellee or the public. A copying cost for the record will be charged as set out in AMCR 3.90.002. The appellee shall also be charged any mailing costs.

[NEW EVIDENCE OR CHANGED CIRCUMSTANCES.

A. ALLEGATIONS OF NEW EVIDENCE OR CHANGED CIRCUMSTANCES SHALL NOT BE CONSIDERED OR DECIDED BY THE BOARD OF ADJUSTMENT. ALLEGATIONS OF NEW EVIDENCE OR CHANGED CIRCUMSTANCES SHALL BE RAISED BY WRITTEN MOTION FOR REHEARING, FILED WITH THE MUNICIPAL CLERK WITHIN 20 DAYS AFTER THE DATE OF SERVICE OF THE INITIAL DECISION OF THE LOWER ADMINISTRATIVE BODY.

I. THE MUNICIPAL CLERK SHALL REJECT ANY MOTION FILED MORE THAN 20 DAYS AFTER THE DATE OF SERVICE OF THE INITIAL DECISION OF THE LOWER ADMINISTRATIVE BODY, WITHOUT HEARING OR RECONSIDERATION BY THE LOWER ADMINISTRATIVE BODY.

II. A DECISION OF THE LOWER ADMINISTRATIVE BODY ON ANY ISSUES

1 REMANDED FROM THE BOARD OF
2 ADJUSTMENT IS NOT AN INITIAL DECISION
3 AS DESCRIBED IN SUBSECTION 5.A. ABOVE.
4 III. THE MUNICIPAL CLERK SHALL REJECT ANY
5 MOTION ALLEGING NEW EVIDENCE OR
6 CHANGED CIRCUMSTANCES FILED IN
7 RESPONSE TO A LOWER ADMINISTRATIVE
8 BODY'S DECISION ON ANY ISSUE(S)
9 PRESENTED ON REMAND.

10 B. IF THE WRITTEN MOTION FOR REHEARING IS
11 FILED IN A TIMELY MANNER, THE
12 ADMINISTRATIVE BODY FROM WHICH THE
13 APPEAL IS TAKEN SHALL DECIDE WHETHER TO
14 REOPEN AND REHEAR THE MATTER. A
15 REHEARING SHALL BE HELD IF THE LOWER
16 ADMINISTRATIVE BODY DETERMINES:

17 I. IF TRUE, THAT THE ALLEGED NEW
18 EVIDENCE OR CHANGED CIRCUMSTANCES
19 WOULD SUBSTANTIALLY CHANGE THE
20 DECISION OF THE BODY, AND
21 II. THE PARTY ALLEGING NEW EVIDENCE OR
22 CHANGED CIRCUMSTANCES ACTED
23 PROMPTLY AND WITH DILIGENCE IN
24 BRINGING THE INFORMATION TO THE
25 BODY'S ATTENTION.

26 C. AFTER A DECISION BY THE LOWER
27 ADMINISTRATIVE BODY ON ALLEGED NEW
28 EVIDENCE OR CHANGED CIRCUMSTANCES, THE
29 TIME FOR APPEAL SHALL BEGIN TO RUN. ANY
30 PARTY OF INTEREST MAY FILE AN APPEAL
31 WITHIN TEN DAYS AFTER THE DATE OF SERVICE
32 OF THE DECISION.]

33
34 6[7]. Written appeal briefs [ARGUMENTS].

35
36 a. *Brief of appellant.* The appellant [MAY] shall file a
37 written brief of points and authorities in support of those
38 allegations of error specified in the notice of appeal
39 with the assembly counsel's office[MUNICIPAL
40 CLERK'S OFFICE] within 15 days after service of the
41 appeal record. If no brief is filed within the required time
42 period, the assembly counsel's office shall dismiss the
43 appeal. If the appellant files a brief, allegations of error
44 specified in the notice of appeal and not included in the
45 appellant's brief may be deemed waived or abandoned.
46 Concurrent with filing of the brief, appellant shall serve
47 and provide proof of service of the brief on any
48 appellee and the planning director. Within three
49 business days of receipt of the appellant's brief, t[HE

1 MUNICIPAL CLERK SHALL DELIVER A COPY OF
2 THE APPELLANT'S BRIEF TO THE MUNICIPAL
3 STAFF ASSIGNED RESPONSIBILITY FOR THE
4 APPEAL [. THE MUNICIPAL CLERK SHALL ALSO]
5 ~~AND~~ SERVE NOTICE ON THOSE APPELLEES WHO
6 HAVE FILED A NOTICE OF INTENT TO FILE A
7 BRIEF THAT THE APPELLANT'S BRIEF IS
8 AVAILABLE FOR PICKUP. UPON REQUEST, THE
9 MUNICIPAL CLERK SHALL PROVIDE A COPY OF
10 THE APPELLANT'S BRIEF TO APPELLEES, WHO
11 SHALL BE CHARGED COPYING COSTS AS
12 PROVIDED IN AMCR 3.90.002 AND ANY MAILING
13 COSTS APPLICABLE.]

14
15 b. *Brief of appellee.* An appellee who has filed a notice of
16 intent to file a brief may [ALSO] file with the assembly
17 counsel's office [MUNICIPAL CLERK'S OFFICE] a
18 written response (appellee's brief) to the notice of
19 points on appeal and any brief in support thereof within
20 15 days after service of appellant's brief [NOTICE BY
21 THE MUNICIPAL CLERK THAT THE APPELLANT'S
22 BRIEF IS AVAILABLE FOR PICK-UP[.] or of the
23 passing expiration of the appellant's briefing deadline.
24 Concurrent with filing of the brief, appellee shall serve
25 and provide proof of service of the brief on any
26 appellant and the planning director. Within three
27 business days of receipt of any appellee briefs, t[T]HE
28 MUNICIPAL CLERK SHALL SERVE NOTICE ON THE
29 APPELLANT, AND ANY OTHER APPELLEES WHO
30 HAVE FILED A NOTICE OF INTENT TO FILE A
31 BRIEF THAT [THAT] APPELLEE BRIEFS HAVE BEEN
32 FILED.]

33 b.c. *Staff brief.* The director may prepare and submit to the
34 assembly counsel's office [MUNICIPAL CLERK] a
35 written response (staff's brief) [TO THE NOTICE OF
36 APPEAL AND ANY BRIEF IN SUPPORT THEREOF]
37 within 15 days after service of [NOTICE BY THE
38 MUNICIPAL CLERK THAT] the appellant's brief [IS
39 AVAILABLE FOR PICK-UP]. Concurrent with filing of
40 the brief, the planning director shall serve and provide
41 proof of service of the brief on any appellant and
42 appellee.

43
44 c.d. *Reply brief.* An appellant may file a written reply brief to
45 appellee briefs submitted pursuant to subsection 7.b.
46 The appellant's reply brief is due to the assembly
47 counsel's office within 15 days after service of
48 [NOTICE BY THE MUNICIPAL CLERK THAT THE]
49 appellee's brief [IS AVAILABLE FOR PICK-UP].

Concurrent with filing of the brief, appellant shall serve and provide proof of service of the brief on any appellee and the planning director

de. Form of briefs. The assembly counsel's office [MUNICIPAL CLERK] shall only accept the timely filing of the briefs described in subsections a., B., AND C] - d. above and only [NOT ACCEPT A BRIEF UNLESS IT IS] in the form prescribed by this subsection.

- i. Required attachments. All briefs shall be filed with an attached copy of the ordinances and regulations principally relied upon, set out verbatim. [ALL BRIEFS SHALL ALSO INCLUDE AN EXCERPT OF RECORD OF THE PAGES ON WHICH THE BRIEF RELIES.]
- ii. Text of brief, exclusive of attachments. Briefs shall be typewritten on 8½- by 11-inch pages, double-spaced, with quotations over two lines being single-spaced and indented.
- iii. Page limitation. The brief of appellant and the brief of appellee are each limited to 25 pages exclusive of exhibits and attachments. The reply brief is limited to ten pages exclusive of exhibits.

iv. References to the record should be designated by "R" followed by the page number. For example, "R-1" references page one of the record. References to the transcript of the hearing before the lower administrative body should be designated by "T" followed by the page number. For example, "T-1" references page one of the transcript.

Z[8]. Appeal packet; notice of hearing. Following completion of the briefing cycle, the assembly counsel shall prepare and distribute to the members of the board of adjustment and the municipal clerk an appeal packet containing only the appeal record assembled by the planning director and any briefs filed in accordance with subsection A.6[7]. above. The board of adjustment shall set a date for hearing of the issues on appeal. The municipal clerk shall publish notice of the date [IN A NEWSPAPER OF GENERAL CIRCULATION] and shall serve notice [BY MAIL] on the appellant and those appellees who have submitted briefs. The municipal clerk shall make appeal packets [SHALL BE MADE] available to the public upon request with costs payable by the public as provided in AMCR 3.90.002.

8[9]. Procedural changes. Upon timely motion [APPLICATION] and for good cause shown, the board of adjustment may relax or modify

the procedural rules or the rules relating to costs contained herein for the orderly transaction of appeals before the board.

9[10]. Conduct of hearing.

a. The hearing [MEETING] at which the board of adjustment deliberates and decides an appeal shall be open to the public and a record of the hearing shall be made.

b. The board of adjustment shall not hear argument nor take additional testimony or other evidence. The board of adjustment shall consider only the material contained in the appeal packet.

*** *** ***

E. Service, if required under this section, is complete on the day the filing, order, or decision is mailed or emailed by the department, municipal clerk, appellant, appellee, or other party having responsibility for service. Delivery and receipt of service by email shall be mandatory for all parties who have consented to service by email.

1. Proof of service – proof of service of all documents required or permitted to be served must:

a. state the name of each person who has been served,

b. show the day and manner of service;

c. contain a description or list of the documents served if not on the documents themselves; and

d. be certified by an attorney, an authorized agent of the attorney, or, in the case of a self-represented person, then that person. An example of a certificate of service follows:

Certificate of Service:

I certify that on the 13th day of August, 2022 a true and correct copy of John Smith's Brief of Appellant was served by email upon each of the following:

[Name of Appellee]

Email address of appellee

Planning Department

Planning Director

Email address

[Name of person emailing documents]
Title, if applicable
Business name, if applicable

[NOTE TO CODE REVISOR: Renumber remaining subsections ~~8 through 13~~ accordingly.]

Section 2. Anchorage Municipal Code of Regulations, Regulation 21.10 – Planning and Zoning Commission Rules of Procedure, Section 21.10.304 – Decision, is hereby amended to read as follows:

21.10.304 Decision.

A. Every decision made by the commission shall be based on and include findings of fact and conclusions. Every finding of fact shall be supported in the record of the proceedings. The findings shall be sufficient to provide a reasonable basis for understanding the reasons for the decision. In considering and applying any applicable approval criteria, the commission shall make specific findings as to why the criteria have or have not been met.

B. I[T]he planning director [SECRETARY] shall prepare proposed written findings of fact and decision to submit to the board at its next regularly scheduled meeting, or as soon thereafter as feasible.

[THE FINDINGS OF FACT AND DECISION OF THE COMMISSION AT THE SCHEDULED HEARING SHALL BECOME FINAL SEVEN (7) CALENDAR DAYS AFTER THE DATE THE DECISION IS MADE ON THE RECORD, UNLESS:

1. PRIOR TO THE EXPIRATION OF THE SEVENTH DAY, A WRITTEN REQUEST IS RECEIVED BY THE SECRETARY TO:

- A. PREPARE A WRITTEN DECISION BASED UPON THE RECORD MADE AT THE HEARING; AND
- B. THE REQUEST IS ACCOMPANIED BY A WRITTEN NOTICE OF INTENT TO APPEAL.

C. IF A WRITTEN REQUEST IS RECEIVED WITHIN SEVEN (7) CALENDAR DAYS OF THE COMMISSION'S DECISION ON THE RECORD,]

C[D]. Commission review of the written findings of fact and decision shall have priority over regular agenda items, and shall be approved, as amended by the commission if necessary, and become the final appealable decision of the commission.

D[E]. Within twenty (20) days of the approval of the final appealable decision pursuant to subsection C[D]. above, a party of interest [AN APPLICANT OR OTHER INTERESTED PERSON] must file [WITH THE MUNICIPAL CLERK EITHER:

1. A WRITTEN MOTION ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES, PURSUANT TO SECTION 21.10.503; OR
- 2.] a[A]n appeal of the commission's final appealable decision, pursuant to municipal code chapter 21.03 [21.30].

[F. IF A MOTION ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES IS TIMELY FILED PURSUANT TO SUBSECTION E.1. ABOVE, THE TIME FOR APPEAL IS STAYED PENDING A DECISION ON THE MOTION. IN THE EVENT THE COMMISSION DETERMINES TO REOPEN AND/OR REHEAR NEW EVIDENCE OR CHANGED CIRCUMSTANCES, TIME FOR APPEAL IS STAYED PENDING A DECISION ON REHEARING.

1. A COMMISSION DECISION ON A MOTION, WITH OR WITHOUT REHEARING, IS NOT A FINAL APPEALABLE DECISION FOR PURPOSES OF A SUBSEQUENT MOTION ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES. A SUBSEQUENT MOTION ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES SHALL BE AUTOMATICALLY REJECTED BY THE MUNICIPAL CLERK WITHOUT HEARING OR RECONSIDERATION BY THE COMMISSION.

G. AFTER A DECISION BY THE COMMISSION ON A TIMELY FILED MOTION ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES, THE TIME FOR APPEAL SHALL BEGIN TO RUN. AN APPLICANT OR OTHER INTERESTED PERSON MUST FILE AN APPEAL WITHIN TEN (10) DAYS AFTER THE DATE OF THE COMMISSION'S DECISION, OR THE INITIAL DECISION OF THE COMMISSION SHALL BECOME FINAL.]

(AR No. 81-6; AR No. 83-126; AR No. 84-227; AR No. 2004-215(S), § 5, 12-7-04; AR No. 2005-15, § 2, 2-15-05)

Authority—Anchorage Municipal Code 3.40, 4.05.120, 21.10.035.

Section 3. Anchorage Municipal Code of Regulations Regulation 21.10 – Planning and Zoning Commission Rules of Procedure, Section 21.10.503 – New evidence-Changed circumstances, is hereby repealed in its entirety as follows:

21.10.503 **Repealed. [NEW EVIDENCE—CHANGED CIRCUMSTANCES.]**

- 1 [A. AN ALLEGATION OF NEW EVIDENCE OR CHANGED
2 CIRCUMSTANCES MAY BE THE BASIS FOR REOPENING THE
3 PUBLIC HEARING OR A REHEARING OF A MATTER
4 PREVIOUSLY DECIDED BY THE COMMISSION. ANY SUCH
5 ALLEGATIONS SHALL BE RAISED BY WRITTEN MOTION FOR
6 REHEARING OR REOPENING THE HEARING, AND SHALL BE
7 FILED WITH THE MUNICIPAL CLERK NO LATER THAN TWENTY
8 (20) DAYS AFTER THE COMMISSION'S INITIAL DECISION
9 BECOMES FINAL PURSUANT TO SECTION 21.10.304D.
10
11 B. UPON THE FILING OF A MOTION UNDER THIS SECTION, THE
12 COMMISSION SHALL EXPEDITE ITS CONSIDERATION OF THE
13 MOTION AND SHALL DETERMINE WHETHER TO REHEAR OR
14 REOPEN THE MATTER. THE COMMISSION SHALL REOPEN
15 THE PUBLIC HEARING OR REHEAR THE MATTER
16 PREVIOUSLY DECIDED IF THE COMMISSION DETERMINES:
17 1. IF TRUE, THAT THE ALLEGED NEW EVIDENCE OR
18 CHANGED CIRCUMSTANCES WOULD SUBSTANTIALLY
19 CHANGE THE DECISION OF THE COMMISSION; AND
20 THAT
21 2. THE PERSON ALLEGING THE NEW EVIDENCE OR
22 CHANGED CIRCUMSTANCES ACTED PROMPTLY AND
23 WITH DILIGENCE IN BRINGING THE INFORMATION TO
24 THE COMMISSION'S ATTENTION.
25
26 C. IF THE COMMISSION HOLDS A REHEARING, IT SHALL
27 DETERMINE THE EXTENT OF THE SUBJECT MATTER TO BE
28 PRESENTED AND SHALL INDICATE THE LIMITATIONS ON THE
29 PUBLIC HEARING.
30
31 D. A DECISION MADE BY THE COMMISSION, AS THE RESULT OF
32 A MOTION OR REHEARING UNDER THIS SECTION, IS NOT AN
33 INITIAL DECISION PURSUANT TO SUBSECTION A. ABOVE;
34 SUBSEQUENT MOTIONS ALLEGING NEW EVIDENCE OR
35 CHANGED CIRCUMSTANCES SHALL BE AUTOMATICALLY
36 REJECTED BY THE MUNICIPAL CLERK WITHOUT HEARING OR
37 RECONSIDERATION BY THE COMMISSION.]
38

39 (AR No. 82-258; AR No. 86-39; AR No. 2004-215(S), § 3, 12-7-04)

40 **Authority**—Anchorage Municipal Code 3.40, 4.05.120, 21.10.035.
41

42 **Section 4.** Anchorage Municipal Code of Regulations Regulation 21.11 – Platting
43 Board Rules of Procedure, Section 21.11.304 – Decision, is hereby amended to
44 read as follows:
45

46 **21.11.304 Decision.**
47

- 48 A. Every decision made by the board shall be based on and include
49 findings of fact and conclusions. Every finding of fact shall be

supported in the record of the proceedings. The findings shall be sufficient to provide a reasonable basis for understanding the reasons for the decision. In considering and applying any applicable approval criteria, the board shall make specific findings as to why the criteria have or have not been met.

- B. ~~Any party of interest wishing to appeal shall first file with the planning director, within seven days of the board's decision made on the record, a written notice of intent to appeal, in accordance with 21.03.050A.4.a.~~

[THE FINDINGS OF FACT AND DECISION OF THE BOARD AT THE SCHEDULED HEARING SHALL BECOME FINAL SEVEN (7) CALENDAR DAYS AFTER THE DATE THE DECISION IS MADE ON THE RECORD, UNLESS:

1. PRIOR TO THE EXPIRATION OF THE SEVENTH DAY, A WRITTEN REQUEST IS RECEIVED BY THE SECRETARY TO:

- A. PREPARE A WRITTEN DECISION BASED UPON THE RECORD MADE AT THE HEARING; AND
B. THE REQUEST IS ACCOMPANIED BY A WRITTEN NOTICE OF INTENT TO APPEAL.]

- C. [IF A WRITTEN REQUEST IS RECEIVED WITHIN SEVEN (7) CALENDAR DAYS OF THE BOARD'S DECISION ON THE RECORD,] ~~I~~[T]he ~~planning director~~ [SECRETARY] shall prepare proposed written findings of fact and decision to submit to the board at its next regularly scheduled meeting, or as soon thereafter as feasible.

- D. Board review of the written findings of fact and decision shall have priority over regular agenda items, and shall be approved, as amended by the board if necessary, and become the final appealable decision of the ~~board~~ [COMMISSION].

- E. Within twenty (20) days of the approval of the final appealable decision pursuant to subsection D. above, a party of interest [AN APPLICANT OR OTHER INTERESTED PERSON] must file [WITH THE MUNICIPAL CLERK EITHER:

1. A WRITTEN MOTION ALLEGING NEW EVIDENCE OR CHANGED CIRCUMSTANCES, PURSUANT TO SECTION 21.10.503; OR
2.] ~~a~~[A]n appeal of the board's final appealable decision, pursuant to municipal code chapter 21.03 [21.30].

1 [F. IF A MOTION ALLEGING NEW EVIDENCE OR CHANGED
2 CIRCUMSTANCES IS TIMELY FILED PURSUANT TO
3 SUBSECTION E.1. ABOVE, THE TIME FOR APPEAL IS STAYED
4 PENDING A DECISION ON THE MOTION. IN THE EVENT THE
5 BOARD DETERMINES TO REOPEN AND/OR REHEAR NEW
6 EVIDENCE OR CHANGED CIRCUMSTANCES, TIME FOR
7 APPEAL IS STAYED PENDING A DECISION ON REHEARING.
8

9 1. A BOARD DECISION ON A MOTION, WITH OR WITHOUT
10 REHEARING, IS NOT A FINAL APPEALABLE DECISION
11 FOR PURPOSES OF A SUBSEQUENT MOTION ALLEGING
12 NEW EVIDENCE OR CHANGED CIRCUMSTANCES. A
13 SUBSEQUENT MOTION ALLEGING NEW EVIDENCE OR
14 CHANGED CIRCUMSTANCES SHALL BE
15 AUTOMATICALLY REJECTED BY THE MUNICIPAL CLERK
16 WITHOUT HEARING OR RECONSIDERATION BY THE
17 BOARD.
18

19 G. AFTER A DECISION BY THE BOARD ON A TIMELY FILED
20 MOTION ALLEGING NEW EVIDENCE OR CHANGED
21 CIRCUMSTANCES, THE TIME FOR APPEAL SHALL BEGIN TO
22 RUN. AN APPLICANT OR OTHER INTERESTED PERSON MUST
23 FILE AN APPEAL WITHIN TEN (10) DAYS AFTER THE DATE OF
24 THE BOARD'S DECISION, OR THE INITIAL DECISION OF THE
25 BOARD SHALL BECOME FINAL.]
26

27 (AR No. 82-258; AR No. 86-39; AR No. 2004-215(S), § 2, 12-7-04; AR No.
28 2005-15, §1, 2-15-05)
29

30 **Authority**—Anchorage Municipal Code 3.40, 4.05.120, 21.10.035.
31

32 **Section 5.** Anchorage Municipal Code of Regulations Regulation 21.11 – Platting
33 Board Rules of Procedure, Section 21.11.503 – New evidence-Changed
34 Circumstances, is hereby repealed in its entirety as follows:
35

36 **21.11.503 Repealed. [NEW EVIDENCE—CHANGED**
37 **CIRCUMSTANCES.]**
38

39 [A. AN ALLEGATION OF NEW EVIDENCE OR CHANGED
40 CIRCUMSTANCES MAY BE THE BASIS FOR REOPENING THE
41 PUBLIC HEARING OR FOR REHEARING A MATTER
42 PREVIOUSLY DECIDED BY THE BOARD. ANY SUCH
43 ALLEGATIONS SHALL BE RAISED BY WRITTEN MOTION FOR
44 REHEARING OR REOPENING THE HEARING, AND SHALL BE
45 FILED WITH THE MUNICIPAL CLERK NO LATER THAN TWENTY
46 (20) DAYS AFTER THE BOARD'S INITIAL DECISION BECOMES
47 FINAL PURSUANT TO SECTION 21.11.304D.
48

- 1 B. UPON THE FILING OF A MOTION UNDER THIS SECTION, THE
2 BOARD SHALL EXPEDITE ITS CONSIDERATION OF THE
3 MOTION AND SHALL DETERMINE WHETHER TO REHEAR OR
4 REOPEN THE MATTER. THE BOARD SHALL REOPEN A PUBLIC
5 HEARING OR REHEAR THE MATTER PREVIOUSLY DECIDED IF
6 THE BOARD DETERMINES THAT:
7
8 1. IF TRUE, THAT THE ALLEGED NEW EVIDENCE OR
9 CHANGED CIRCUMSTANCES WOULD SUBSTANTIALLY
10 CHANGE THE DECISION OF THE BOARD; AND THAT
11
12 2. THE PERSON ALLEGING THE NEW EVIDENCE OR
13 CHANGED CIRCUMSTANCES ACTED PROMPTLY AND
14 WITH DILIGENCE IN BRINGING THE INFORMATION TO
15 THE BOARD'S ATTENTION.
16
17 C. IF THE BOARD DETERMINES TO REOPEN A PUBLIC HEARING
18 OR REHEAR A MATTER PREVIOUSLY DECIDED, IT SHALL ALSO
19 DETERMINE THE EXTENT OF THE SUBJECT MATTER TO BE
20 HEARD AND INDICATE THAT IN THE PUBLIC NOTICE OF THE
21 HEARING.
22
23 D. A DECISION MADE BY THE BOARD, AS THE RESULT OF
24 REHEARING UNDER THIS SECTION, IS NOT AN INITIAL
25 DECISION PURSUANT TO SUBSECTION A. ABOVE;
26 SUBSEQUENT MOTIONS ALLEGING NEW EVIDENCE OR
27 CHANGED CIRCUMSTANCES SHALL BE AUTOMATICALLY
28 REJECTED BY THE MUNICIPAL CLERK WITHOUT HEARING OR
29 RECONSIDERATION BY THE BOARD.]

30 (AR No. 81-6; AR No. 83-126; AR No. 2004-215(S), § 6, 12-7-04)

31 **Authority**—Anchorage Municipal Code 3.40, 4.05.120, 21.10.035.

32
33 **Section 6.** Anchorage Municipal Code of Regulations Regulation 21.13 – Urban
34 Design Commission Rules of Procedure, Section 21.13.340 – Decision, is hereby
35 amended to read as follows:
36
37

38 **21.13.340 Decision.**

- 39
40
41 A. Every decision made by the commission shall be based on and
42 include findings of fact and conclusions. Every finding of fact shall
43 be supported in the record of the proceedings. The findings shall be
44 sufficient to provide a reasonable basis for understanding the
45 reasons for the decision. In considering and applying any applicable
46 approval criteria, the commission shall make specific findings as to
47 why the criteria have or have not been met.
48

- 1 B. I[T]he planning director [SECRETARY] shall prepare proposed
2 written findings of fact and decision to submit to the commission
3 [BOARD] at its next regularly scheduled meeting, or as soon
4 thereafter as feasible.

5
6 [THE FINDINGS OF FACT AND DECISION OF THE COMMISSION
7 AT THE SCHEDULED HEARING SHALL BECOME FINAL SEVEN
8 (7) CALENDAR DAYS AFTER THE DATE THE DECISION IS MADE
9 ON THE RECORD, UNLESS:

- 10
11 1. PRIOR TO THE EXPIRATION OF THE SEVENTH DAY, A
12 WRITTEN REQUEST IS RECEIVED BY THE SECRETARY
13 TO:

- 14
15 A. PREPARE A WRITTEN DECISION BASED UPON
16 THE RECORD MADE AT THE HEARING; AND
17 B. THE REQUEST IS ACCOMPANIED BY A WRITTEN
18 NOTICE OF INTENT TO APPEAL.

- 19
20 C. IF A WRITTEN REQUEST IS RECEIVED WITHIN SEVEN (7)
21 CALENDAR DAYS OF THE COMMISSION'S DECISION ON THE
22 RECORD,]

23
24 C[D]. Commission review of the written findings of fact and decision shall
25 have priority over regular agenda items, and shall be approved, as
26 amended by the commission if necessary, and become the final
27 appealable decision of the commission.

28
29 D[E]. Within twenty (20) days of the approval of the final appealable
30 decision pursuant to subsection C[D]. above, a party of interest [AN
31 APPLICANT OR OTHER INTERESTED PERSON] must file [WITH
32 THE MUNICIPAL CLERK EITHER:

- 33
34 1. A WRITTEN MOTION ALLEGING NEW EVIDENCE OR
35 CHANGED CIRCUMSTANCES, PURSUANT TO SECTION
36 21.10.503; OR
37 2.] a[A]n appeal of the commission's final appealable decision,
38 pursuant to municipal code chapter 21.03 [21.30].

39
40 [F. IF A MOTION ALLEGING NEW EVIDENCE OR CHANGED
41 CIRCUMSTANCES IS TIMELY FILED PURSUANT TO
42 SUBSECTION E.1. ABOVE, THE TIME FOR APPEAL IS STAYED
43 PENDING A DECISION ON THE MOTION. IN THE EVENT THE
44 COMMISSION DETERMINES TO REOPEN AND/OR REHEAR
45 NEW EVIDENCE OR CHANGED CIRCUMSTANCES, TIME FOR
46 APPEAL IS STAYED PENDING A DECISION ON REHEARING.

- 47
48 2. A COMMISSION DECISION ON A MOTION, WITH OR
49 WITHOUT REHEARING, IS NOT A FINAL APPEALABLE

1 DECISION FOR PURPOSES OF A SUBSEQUENT MOTION
2 ALLEGING NEW EVIDENCE OR CHANGED
3 CIRCUMSTANCES. A SUBSEQUENT MOTION ALLEGING
4 NEW EVIDENCE OR CHANGED CIRCUMSTANCES SHALL
5 BE AUTOMATICALLY REJECTED BY THE MUNICIPAL
6 CLERK WITHOUT HEARING OR RECONSIDERATION BY
7 THE COMMISSION.
8

- 9 G. AFTER A DECISION BY THE COMMISSION ON A TIMELY FILED
10 MOTION ALLEGING NEW EVIDENCE OR CHANGED
11 CIRCUMSTANCES, THE TIME FOR APPEAL SHALL BEGIN TO
12 RUN. AN APPLICANT OR OTHER INTERESTED PERSON MUST
13 FILE AN APPEAL WITHIN TEN (10) DAYS AFTER THE DATE OF
14 THE COMMISSION'S DECISION, OR THE INITIAL DECISION OF
15 THE COMMISSION SHALL BECOME FINAL.]
16

17 (AR No. 2003-342, § 1, 1-6-04; AR No. 2004-215(S), § 10, 12-7-04; AR
18 No. 2005-15, § 3, 2-15-05)
19

20 **Section 7.** Anchorage Municipal Code of Regulations Regulation 21.13 – Urban
21 Design Commission Rules of Procedure, Section 21.13.530 – New evidence-
22 Changed Circumstances, is hereby repealed in its entirety as follows:
23

24 **21.13.530 Repealed. [NEW EVIDENCE—CHANGED**
25 **CIRCUMSTANCES.]**
26

- 27 [A. AN ALLEGATION OF NEW EVIDENCE OR CHANGED
28 CIRCUMSTANCES MAY BE THE BASIS FOR REOPENING THE
29 PUBLIC HEARING OR FOR REHEARING A MATTER
30 PREVIOUSLY DECIDED BY THE COMMISSION. ANY SUCH
31 ALLEGATIONS SHALL BE RAISED BY WRITTEN MOTION FOR
32 REHEARING OR REOPENING THE HEARING, AND SHALL BE
33 FILED WITH THE MUNICIPAL CLERK NO LATER THAN TWENTY
34 (20) DAYS AFTER THE COMMISSION'S INITIAL DECISION
35 BECOMES FINAL PURSUANT TO SECTION 21.11.340D.
36
- 37 B. UPON THE FILING OF A MOTION UNDER THIS SECTION, THE
38 COMMISSION SHALL EXPEDITE ITS CONSIDERATION OF THE
39 MOTION AND SHALL DETERMINE WHETHER TO REHEAR OR
40 REOPEN THE MATTER. THE COMMISSION SHALL REOPEN A
41 PUBLIC HEARING OR REHEAR THE MATTER PREVIOUSLY
42 DECIDED IF THE COMMISSION DETERMINES THAT:
43
- 44 1. IF TRUE, THAT THE ALLEGED NEW EVIDENCE OR
45 CHANGED CIRCUMSTANCES WOULD SUBSTANTIALLY
46 CHANGE THE DECISION OF THE COMMISSION; AND
47 THAT
48

2. THE PERSON ALLEGING THE NEW EVIDENCE OR
CHANGED CIRCUMSTANCES ACTED PROMPTLY AND
WITH DILIGENCE IN BRINGING THE INFORMATION TO
THE COMMISSION'S ATTENTION.

C. IF THE COMMISSION DETERMINES TO REOPEN A PUBLIC
HEARING OR REHEAR A MATTER PREVIOUSLY DECIDED, IT
SHALL ALSO DETERMINE THE EXTENT OF THE SUBJECT
MATTER TO BE HEARD AND INDICATE THAT IN THE PUBLIC
NOTICE OF THE HEARING.

D. A DECISION MADE BY THE COMMISSION, AS THE RESULT OF
REHEARING UNDER THIS SECTION, IS NOT AN INITIAL
DECISION PURSUANT TO SUBSECTION A. ABOVE;
SUBSEQUENT MOTIONS ALLEGING NEW EVIDENCE OR
CHANGED CIRCUMSTANCES SHALL BE AUTOMATICALLY
REJECTED BY THE MUNICIPAL CLERK WITHOUT HEARING OR
RECONSIDERATION BY THE COMMISSION.]

(AR No. 2003-342 § 1, 1-6-04; AR No. 2004-215(S), § 11, 12-7-04)

Section 8. This ordinance shall be effective immediately upon passage and
approval by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this _____ day of
_____, 2021.

Chair of the Assembly

ATTEST:

Municipal Clerk

1 ADDITIONAL SUGGESTIONS:
2

3 **I. Add the following between 21.03.050A.8 (Procedural changes) and A.9**
4 **(Conduct of hearing).**

5
6 21.03050A.9. *Motions*.

7
8 **A. General.** An application for relief of any kind shall be made by written motion. A
9 stipulation is not sufficient. Dispositive motions, other than a motion for lack of
10 jurisdiction, shall not be heard.

11
12 **B. Format.** A motion must include:

- 13 1. a brief, complete statement of the reasons in support of the motion;
14 2. an affidavit where the facts relating to the motion are not otherwise
15 proven;
16 3. if the motion is for an extension of a time period, a statement of each
17 extension of that time period previously granted to that party,
18 indicating the length of each extension;
19 4. the points and authorities on which the moving party relies; and
20 5. if the moving party requests relief by a specific date, a statement of
21 the date by which a decision is needed and the reasons why a decision
22 is needed by that date.
23

24 **C. Filing and Service.** The original of all motions and responses must be filed with
25 the assembly counsel's office, together with proof of service on all other parties.
26

27 **D. Opposition to Motion—Disposition.** Adverse parties have seven days after
28 service of a motion within which to file and serve memoranda in opposition, counter
29 motions and affidavits. As soon as practical after expiration of the seven-day period,
30 the motion will be considered. A reply memorandum may not be filed by the moving
31 party unless otherwise ordered. Oral argument will not be heard on motions unless
32 otherwise ordered. If a motion is decided before expiration of the time for opposition,
33 the filing of a timely opposition requires that the motion be considered de novo.
34

35 **E. Motions Determined by the assembly counsel's office.** Routine, unopposed
36 motions may be ruled upon by the assembly counsel's office without referral to the
37 chair or the board panel. Unopposed motions for extensions of time for filing briefs
38 may be ruled upon by the assembly counsel's office, except for motions which, if
39 granted, would extend the filing due date beyond 30 days from the original due date.
40 The assembly counsel's office may not determine a motion to extend the time for
41 filing a notice of appeal. The assembly counsel's office may not determine a motion
42 for extension of time to file a document if the time period, including any previous
43 extensions, has already expired when the motion is filed. The assembly counsel's
44 office has the discretion to refer motions that may be determined by the clerk to the
45 chair or board panel, as provided in paragraph F.
46

47 **F. Motions Determined by the chair of the board of adjustment.** Any motions not
48 described in paragraph (g) may be determined by the chair without referral to the
49 board panel assigned to the appeal. The chair has the discretion to refer such a

1 motion to the panel.
2

3 *G. Motions Determined by panel.* A motion that would have the effect of determining
4 the merits of an appeal, or a motion referred to the by the chair, shall be considered
5 by the panel assigned to the appeal. The chair may, in connection with such a
6 motion, enter such orders as may be necessary to prevent irreparable harm prior to
7 the time that the full panel is able to consider the motion.

- 8 1. *Motion for Non-Routine Extension Based Upon a Showing of*
9 *Diligence and Substantial Need.* A party may obtain up to 30 additional
10 days for the opening or the appellee's brief and the appellant may
11 obtain up to 15 additional days for the reply brief upon a showing of
12 diligence and substantial need. A conclusory statement as to the press
13 of business does not constitute a showing of diligence and substantial
14 need.
- 15 2. *Motion for Non-Routine Extension Based upon a Showing of*
16 *Extraordinary and Compelling Circumstances.* An extension that
17 would extend the time for filing a brief beyond the time allowed under
18 subsection 1 will be granted only upon a showing of extraordinary and
19 compelling circumstances. The affidavit accompanying the motion
20 must include a detailed explanation of the extraordinary and
21 compelling circumstances that prevent completion of the brief within
22 the time allowed. Factors the court may consider in determining the
23 existence of extraordinary and compelling circumstances include: the
24 nature and foreseeability of intervening events, pre-existing
25 commitments, the extent of the party's control over the circumstances
26 that prevent completion of the brief, the nature of the appeal, and any
27 prejudice to the parties.
- 28 3. *General Requirements.* The motion must be filed on or before the due
29 date, and must be accompanied by an affidavit stating:
 - 30 a. when the brief is due;
 - 31 b. when the brief was first due and the number and length of
32 previous extensions;
 - 33 c. the length of the requested extension and requested due date;
 - 34 d. a detailed explanation of the reason that an extension is
35 necessary; and
 - 36 e. that the brief will be filed within the time requested.
- 37 4. *Failure to include compliant affidavit.* A motion without a compliant
38 affidavit will be rejected by the ~~municipal clerk~~assembly counsel's
39 office.
40

41 **II. To the extent allowed by law, expressly allow the Board panels to**
42 **deliberate and decide motions without holding a public meeting.** MOA legal
43 counsel should draft appropriate language, if allowed by law. The process is too
44 slow if the Board has to call a public meeting to address every motion. Laws to
45 consider:

46
47 Charter Section 17.05. All meetings of the assembly, the school board and
48 other boards and commissions shall be public.
49

DRAFT

AO regarding land use appeal procedure

Page 21 of 21

1 AMC section 4.05.090 Meetings. Meetings of all boards and
2 commissions shall be open to the public, except for an executive session,
3 from which the public may be excluded.
4

5 Is it possible to determine that deliberations on motions is not a meeting?
6

7 AS 44.62.310, Alaska's Open Meetings law, states it does not apply to
8

9 "a governmental body performing a judicial or quasi-judicial function when
10 holding a meeting solely to make a decision in an adjudicatory proceeding"
11

12 **III. Amend 2.20.065 to include "case management" as a duty of the assembly**
13 **counsel in support of the board of adjustment.**

DRAFT

**PLATTING BOARD
SUMMARY OF ACTION
March 2, 2022**

A. ROLL CALL

Board Members Present: Kevin Cross (Chair), Don Porter (Vice Chair), Valerie Ritz, Ryan Morman, Jana Weltzin, Zach Young.

Board Members Excused: Karin McGillivray

Board Members Absent: None

Staff Present: Paul Hatcher, Shawn Odell, Karlie Gedig

B. SUMMARY OF ACTION AND MINUTES

1. Action Summaries - Approved
 - a. Wednesday, February 2, 2022
2. Minutes – Approved
 - a. Wednesday, February 2, 2022

C. SPECIAL ORDER OF BUSINESS

1. Disclosures - None
2. Informational Items: Abbreviated Plat action summaries for 1/31/22 and 2/14/22
3. Annual Election of Officers – Chair Cross and Vice Chair Porter re-elected

D. CONSENT AGENDA - None

1. Time Extensions
2. Findings of Fact
3. Commercial Tract
4. Others
5. Resolutions for Approval

E. OLD BUSINESS - None

1. Public Hearings

2. Other

F. NEW BUSINESS

1. Public Hearings

S12657 Hoversten Subdivision, Lots 1 & 2

A. Approval of the plat for 24 months subject to the following conditions:

1. Resolve utility easements.
2. Submit plans, data, tests, and engineering reports to the Onsite Water and Wastewater Section that substantiates per MOA code requirements:
 - a. That there is adequate and safe potable water for each of the proposed lot and neighboring lots. This requirement was formerly in AMC 21 but has been removed. The Onsite Water and Wastewater Section recommends this investigation of water availability for proposed subdivisions to ensure that there is adequate water for domestic purposes.
 - b. The capability of the proposed Lot 1 to adequately dispose of wastewater, see AMC 15.65.405 for requirements.
 - c. The 2017 Onsite Water and Wastewater permit is required to be closed prior to final plat approval.
 - d. The existing cabin is required to have an approved method of wastewater disposal.
 - e. The well does not meet the required separation to the wetlands. This is to be addressed prior to final plat approval.
 - f. The drinking water code does not allow a well to remain out of service for 90 days and must be capped.

3. Resolve with Private Development the final intersection right-of-way configuration for the dedication of a 60-foot by 85-foot right-of-way at the Sierra Mesa Circle and Malcom Drive intersection.
4. Submit a mapping request to WMS to schedule mapping for spring/summer 2022 once the ground is free of snow and ice. Any waterways discovered during the mapping will be required to be shown on the plat with appropriate setback plat notes.
5. Place the following notes on the plat:
 - a. The property owner and utilities shall not raise, lower, or re-grade the property in a manner that will alter the drainage patterns from those shown on the approved grading and drainage plan without prior approval from Municipality of Anchorage Building Safety Office.
 - b. Property owners and utilities shall not obstruct, impede alter approved drainage facilities (e.g. swales, ditches) in any way that will adversely impact adjacent properties or rights-of-way.
 - c. There is a stream located on this plat and the stream protection setback will be as specified in AMC 21.07.020 or as specified in future adopted versions of AMC 21. Portions of streams contained within mapped wetlands are subject to setbacks as specified in the Anchorage Wetlands Management Plan.
6. Make the following drafting changes:
 - a. In the platted area:
 - i. Remove wetlands hatching shown.
 - ii. Remove north/south Bear Point Trail.
 - b. In the title block:
 - i. Correct Grid: Should be NW1262 not NW1557.

S12663 U-Haul Dimond Subdivision, Lot 1 & Tract A

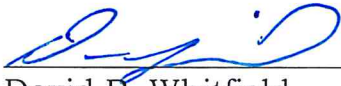
- A. Approval of the request for vacation of a 46-foot-wide sanitary sewer, water, storm drain, and access easement dedicated by plat 2007-61, subject to:
 - 1. Recording a suitable plat within 24 months of approval and any approved time extensions.
- B. Approval of the plat for 24 months, subject to the following conditions:
 - 1. Place the following notes on the plat:
 - a. The property owner and utilities shall not raise, lower, or re-grade the property in a manner that will alter the drainage patterns from those shown on the approved grading and drainage plan without prior approval from Municipality of Anchorage Building Safety Office.
 - b. Property owners and utilities shall not obstruct, impede or alter approved drainage facilities (e.g. swales, ditches) in any way that will adversely impact adjacent properties or rights of way.
 - c. Location of access to Dimond Boulevard to be determined and approved by State of Alaska Department of Transportation.
 - 2. Dedicate an additional 15 feet of right-of-way along Dimond Boulevard to total 65 feet of right-of-way from centerline.
 - 3. Dedicate a 20-foot drainage easement along the eastern property boundary of proposed Lot 1; the location to be determined by Private Development.
 - 4. Make the following drafting changes:
 - c. In the title block:
 - i. In subdivision name, label Tract A.
 - ii. Add case number S12663.

2022-0016 Municipality of Anchorage – Planning Department recommendation of an ordinance amending Anchorage Municipal Code of Regulations (AMCR) Section 21.20.002, 21.20.003, and 21.20.007 to modify existing fees, eliminate fees

and include new fees for entitlements within Title 21 but not accounted for within the current fee schedule.

- A. Recommend approval of the ordinance amending Anchorage Municipal Code of Regulations (AMCR) to modify, eliminate, and include fees based on changing needs and code amendments.
- 2. Appearance Requests – None
- 3. Other – None
- G. PERSONS TO BE HEARD – None
- H. REPORTS – None
- I. BOARD COMMENTS - None
- J. Adjourn at 7:07 p.m.

ADOPTED by the Platting Board this 16TH day of MARCH 2022.



David R. Whitfield
for Secretary



Kevin Cross
Chair

**MUNICIPALITY OF ANCHORAGE
PLANNING AND ZONING COMMISSION
RESOLUTION NO. 2022-005**

A RESOLUTION RECOMMENDING APPROVAL OF TEXT AMENDMENTS TO ANCHORAGE MUNICIPAL CODE AMC 21.03.050, APPEALS; AND ANCHORAGE MUNICIPAL CODE OF REGULATIONS AMCR 21.10.304, 21.10.503, 21.11.304, 21.11.503, 21.13.340 AND 21.13.530 TO SIMPLIFY LAND USE APPEALS.

(Case 2022-0003)

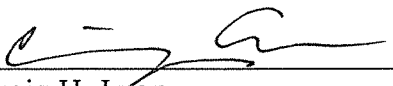
WHEREAS, public hearing notices were published, and a public hearing was held on January 10, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Anchorage Planning and Zoning Commission that:


- A. The Commission makes the following findings of fact:
1. The Commission heard from the public that the timeline is too long currently and those in opposition may now be in favor with the proposed changes.
 2. The Commission voted in favor of approving all the recommendations submitted by Ashburn & Mason, P.C. This will improve the process and make it more efficient.
 3. These text amendments are consistent with the *Anchorage 2040 Land Use Plan*. These amendments also comply with the approval criteria for Title 21 - Text amendments, AMC 21.03.210C.
- B. The Commission recommends APPROVAL of the ordinance.

PASSED AND APPROVED by the Anchorage Municipal Planning and Zoning Commission on the 10th day of January, 2022.

ADOPTED by the Municipal Planning and Zoning Commission on the 7th day of February, 2022.



Craig H. Lyon
Secretary



Jared Gardner
Chair

(Case 2022-0003)

**MUNICIPALITY OF ANCHORAGE
URBAN DESIGN COMMISSION
RESOLUTION NO. 2022-001**

A RESOLUTION RECOMMENDING APPROVAL OF TEXT AMENDMENTS TO ANCHORAGE MUNICIPAL CODE AMC 21.03.050, APPEALS; AND ANCHORAGE MUNICIPAL CODE OF REGULATIONS AMCR 21.10.304, 21.10.503, 21.11.304, 21.11.503, 21.13.340 AND 21.13.530 TO SIMPLIFY LAND USE APPEALS.

(Case 2022-0003)

WHEREAS, public hearing notices were published, and a public hearing was held on February 9, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Anchorage Urban Design Commission that:


A. The Commission makes the following findings of fact:

1. The Commission heard from the public that the timeline is too long currently and the members who spoke are in favor of the proposed changes.
2. The Commission voted in favor of approving all the recommendations submitted by Ashburn & Mason, P.C. This will improve the process and make it more efficient.
3. These text amendments are consistent with the *Anchorage 2040 Land Use Plan*. These amendments also comply with the approval criteria for Title 21 - Text amendments, AMC 21.03.210C.

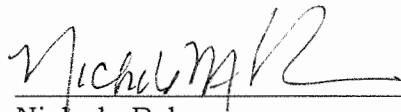
B. The Commission recommends APPROVAL of the ordinance.

PASSED AND APPROVED by the Anchorage Municipal Urban Design Commission on the 9th day of February 2022.

ADOPTED by the Municipal Urban Design Commission this 9th day of March 2022.



Craig H. Lyon
Secretary



Nichole Rehm
Chair

(Case 2022-0003)



MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM
No. AM 390-2022

14.A.

Meeting Date: July 26, 2022

From: Assembly Chair LaFrance

Subject: AO 2022-70 – AN ORDINANCE OF THE ANCHORAGE MUNICIPAL ASSEMBLY AMENDING ANCHORAGE MUNICIPAL CODE SECTIONS 21.03.050 APPEALS, 2.20.065 ASSEMBLY COUNSEL, 4.05.090 MEETINGS; AND ANCHORAGE MUNICIPAL CODE OF REGULATIONS 21.10.304, 21.10.503, 21.11.304, 21.11.503, 21.13.340, AND 21.13.530 TO SIMPLIFY AND STREAMLINE LAND USE APPEALS, PLANNING DEPARTMENT.

In preparing this ordinance, the Planning Department worked closely with the Municipal Clerk's Office, Assembly Counsel, and Counsel for the Board of Adjustment. The Legislative Branch offices and Board of Adjustment reviewed the draft ordinance and provided comments to improve the process of Board of Adjustment appeals for appellants, appellees, and staff in the Planning Department and Clerk's Office.

The ordinance incorporates changes in Title 2 regarding processing appeals to the Board of Adjustment, which the Legislative Branch began the internal transfer of duties from the Clerk's Office to Assembly Counsel's Office in January 2022 and completed it in February 2022. As detailed in the attached memorandum, the rational for the change is that Assembly Counsel serves as counsel to the Board of Adjustment and because the appeals are similar to litigation, Assembly Counsel's Office is more equipped to handle these appeals than the Clerk's Office. As to the Title 2 changes, the Chair recommends approval.

As to the Administration's proposed changes to Title 21, the Chair anticipates further information will come at the worksession.

Prepared by: Assembly Counsel's Office & Municipal Clerk's Office

Respectfully submitted: Assembly Chair LaFrance



Municipality of Anchorage



P.O. Box 196650 • Anchorage, Alaska 99519-6650 • Telephone: (907) 343-4311 • Fax: (907) 343-4313 <http://www.muni.org/assembly>

Office of the Municipal Clerk

DATE: February 23, 2022

TO: Dean Gates, Assembly Counsel

THROUGH: Suzanne LaFrance, Chair, Anchorage Assembly

FROM: Barbara Jones, Municipal Clerk 
Jennifer Veneklasen, Deputy Clerk 

SUBJECT: Assembly Branch Board of Adjustment Case Management

Thank you for meeting with us on January 13, 2021, to discuss and make official the transfer to your office of certain duties regarding the Board of Adjustment, specifically case management responsibilities. The discussion and decision was unanimous, between the Clerk's Office, Assembly Counsel, and Chair LaFrance, that these tasks which had been performed in the Clerk's Office are better situated in Assembly Counsel's Office.

Board of Adjustment Case Management

It has become clear that the split of duties between Assembly Counsel serving as the Board Counsel for the Board of Adjustment and the Clerk's Office accepting the many filings in Board matters was resulting in an inefficient division of labor and less than optimal case management for the Board of Adjustment. Most of the recent filings for the Board of Adjustment – from whether the initial Filing of the Notice of Appeal was timely or jurisdictional, to requests for reconsideration or to relax the rules, and numerous requests to waive the fees – required legal review. Since Assembly Counsel serves as counsel to the Board of Adjustment and due to the complicated legal nature of many of the filings, we discussed and agreed that processing these cases is better administered in Assembly Counsel's Office with a skilled paralegal handling the pleadings and the attorney serving the Board overseeing it. It makes sense to consolidate these functions in Assembly Counsel's Office. Historically, we believe case management for the Board of Adjustment was handled in Assembly Counsel's Office, but approximately five years ago moved to the Clerk's Office because an employee from Assembly Counsel's Office began working in the Clerk's Office. The Municipal Clerk's Office will continue to staff the Board of Adjustment, publicly notice any meetings, maintain the recordings, and keep the minutes. The hard copy of the case files can also continue to be maintained in the Clerk's Office in an area accessible to Assembly Counsel.

Again, we are very grateful to you for recognizing it makes sense for Assembly Counsel's Office to handle these tasks related to the Board of Adjustment and that it is a more rational

assignment of duties. These changes of assignment are already underway, but this memo serves as an official handoff.

I anticipate that the Clerk's Office will continue to work with Assembly Counsel's Office regarding any records or pending issues. Please let us know if you have any questions.

cc: Suzanne LaFrance, Chair, Anchorage Assembly
Christopher Constant, Vice Chair, Anchorage Assembly

ANCHORAGE, ALASKA
AR No. 2022-207

**A RESOLUTION RATIFYING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE MUNICIPALITY OF ANCHORAGE (MOA) AND THE
INTERNATIONAL UNION OF OPERATING ENGINEERS (LOCAL 302).**

WHEREAS, The MOA and the Local 302 were parties to an Assembly ratified Collective Bargaining Agreement (CBA) that expires June 30, 2022; and

WHEREAS, the Administration for the MOA and the Local 302 have reached tentative agreement on a new CBA, which is attached as Exhibit A; and

WHEREAS, the Local 302 members ratified the tentative CBA on June 15, 2022; and

WHEREAS, changes to the CBA are consistent with Municipal economic guidelines as well as consistent with administrative standardization; and

WHEREAS, it is in the best interest of the MOA and the Local 302 to foster good labor management relationships; and

WHEREAS, the Administration recommends ratification of the CBA; and

WHEREAS, Anchorage Municipal Code section 3.70.130 requires Assembly ratification of a CBA; and

WHEREAS, Anchorage Municipal Code subsection 3.70.090D.3.c requires the Assembly shall have a 28-day period for public review and comment on the labor agreement terms and conditions, summary of economic effects, and contract changes, before action by the assembly; and now, therefore,

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. The Collective Bargaining Agreement between the Municipality of Anchorage and the International Union of Operating Engineers, Local 302, attached as **Exhibit A**, is ratified by the Assembly.

Section 2. This resolution shall become effective immediately upon its passage and ratification by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this _____ day
of _____, 2022.

1
2
3
4
5
6
7

ATTEST:

Municipal Clerk

Chair of the Assembly

14.B.



MUNICIPALITY OF ANCHORAGE

14.B.

Assembly Memorandum

No. AM 355-2022

Meeting Date: June 21, 2022

From: MAYOR

Subject: A RESOLUTION RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE (MOA) AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS (LOCAL 302).

The MOA and Local 302 reached tentative agreement on a collective bargaining agreement (CBA) which was subsequently ratified by the Local 302 membership on June 15, 2022. See attached Exhibit A.

The proposed CBA contains economic changes as well as language changes generally consistent with other union agreements, the personnel rules, and the MOA Administration and Assembly's direction, particularly regarding economic guidelines. The following are key provisions of the proposed CBA:

- Retirement fund for seasonal employees was increased five (5) cents effective January 1, 2023;
- Wage increases on first full pay period of January, 2023 a 1.7%, in 2024 a 1.6%, in 2025 a 1.7%, and in 2026 a 1.7%;
- Overpayments or errors as a result of software configuration are exempt from Errors in Pay penalties for 90 days;
- Errors in pay has been reduced to a flat rate in 2022 and is further reduced by \$50.00 in both 2023 and 2024;
- Incorporated call-out pay language;
- Reduced prorated clothing allowance provisions;
- The benefits will increase as follows:
 - On the first of the month following Assembly approval, the MOA contribution will increase from \$1,677.00 to \$1,764.00.
 - For 2023, 2024, and 2025, the calculation for the MOA increase remains the same as current contract language
 - Effective first full pay period of every January 2024, 2025, and 2026,

the MOA will increase the employer retirement fund contribution five
(5) cents.

14.B.

- Effective January 1 2023, regular employees who are required to furnish their own hand tools as defined by classifications will receive a monthly tool allowance of \$50.00; and in January 1, 2024 and 2025 a ten dollar monthly tool increase; and
- Expires June 30, 2026.

The overall average annual cost of the contract is 2.48%.

THE ADMINISTRATION RECOMMENDS APPROVAL.

Prepared by:	Raylene Griffith, Labor Relations Director
Approved by:	Niki Tshibaka, Chief Human Resources Officer
Concur:	Patrick Bergt, Municipal Attorney
Concur:	Courtney Petersen, Acting OMB Director
Concur:	Travis Frisk, CFO
Concur:	Amy Demboski, Municipal Manager
Respectfully submitted:	Dave Bronson, Mayor

COLLECTIVE BARGAINING AGREEMENT

Between

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 302



&

MUNICIPALITY OF ANCHORAGE



TBD – June 30, 2026

Table of Contents

ARTICLE 1 PREAMBLE.....	1
ARTICLE 2 GENERAL PROVISIONS.....	2
Article 2.1 - Purposes of Agreement.....	2
Article 2.2 - Scope of Agreement.....	2
Article 2.3 - Definitions.....	2
Article 2.3.1 - Agency Head	2
Article 2.3.2 - Appointment	2
Article 2.3.3 - Department	2
Article 2.3.4 - Director	2
Article 2.3.5 - Division	2
Article 2.3.6 - Emergency or Emergency Situation.....	3
Article 2.3.7 - Immediate Family	3
Article 2.3.8 - Merit Anniversary Date	3
Article 2.3.9 - Night Shift.....	3
Article 2.3.10 - Probation.....	3
Article 2.3.11 - Full-Time Employee.....	3
Article 2.3.12 - Seasonal Employee.....	3
Article 2.3.13 - Section	3
Article 2.3.14 - Swing Shift.....	4
Article 2.3.15 - Temporary Employee.....	4
Article 2.3.16 - Work Day.....	4
Article 2.13.17 - Work Unit	4
Article 2.3.18 - Work Week	4
Article 2.3.19 - Regularly Scheduled Shift.....	4
Article 2.4 - Applicability of Personnel Rules Ordinance	4
Article 2.5 - Recognition.....	4
Article 2.6 - Non-Discrimination	5
Article 2.7 - Gender.....	5
Article 2.8 - Plurality	5
Article 2.9 - No Strike, No Lockout.....	5
Article 2.10 - Management Rights	5
Article 2.11 - Employee Representative Rights.....	6
Article 2.11.1 - General Rights.....	6
Article 2.11.2 - Union Membership	6
Article 2.11.3 - Dues Check Off.....	6
Article 2.11.4 - Stewards	7
Article 2.11.5 - Visits to Municipal Work Location	7
Article 2.11.6 - Administrative Notification.....	8
Article 2.11.7 - Bulletin Boards.....	8
Article 2.11.8 - Union Leave Bank for Union Business.....	8
Article 2.11.9 - Jurisdictional Disputes	8
Article 2.12 - Exclusive Nature of Agreement	8
Article 2.13 - Amendment of Agreement.....	9

14.B.

Article 2.14 - Separability and Savings	9
Article 2.15 - Successors and Assigns	9
Article 2.16 - Productivity	9
Article 2.17 - Contracting Out	9
Article 2.18 Meet and Confer	10
Article 2.19 - Provisions of Seasonal Employees	10
Article 2.20 - Provisions of Temporary Employees	12
ARTICLE 3 EMPLOYMENT	13
Article 3.1 - Types of Positions	13
Article 3.2 - Filling Vacant Positions	13
Article 3.3 - Position Vacancy Announcements	13
Article 3.4 - Applicant Examination	14
Article 3.5 - Preference for Selection	14
Article 3.6 - Selection	15
Article 3.7 - Probation	15
Article 3.8 - Types of Additional Work Assignments	16
Article 3.9 - Filling Vacancies	17
Article 3.10 - Seniority	18
Article 3.11 - Layoff	19
Article 3.12 - Evaluation of Employees	20
Article 3.13 - Work by Non-Employees	21
ARTICLE 4 HOLIDAYS AND LEAVE	22
Article 4.1 - Recognized Holidays	22
Article 4.1.2 - Personal Holiday	22
Article 4.2 - Holiday During Annual or Sick Leave	22
Article 4.2.1 - Holiday Falling on a Regular Day Off	22
Article 4.2.2 - Forfeiture of Holiday Pay	23
Article 4.2.3 - Holiday Pay	23
Article 4.3 - Paid and Unpaid Time Off	23
Article 4.3.1 - Accrual of Annual Leave	23
Article 4.3.2 - Regular use of Annual Leave	24
Article 4.3.3 - Annual Leave Conversion and Cash-In	25
Article 4.4 - Cash Value of Accrued Leave	26
Article 4.5 - Bereavement Leave	26
Article 4.6 - Blood Donation Leave	27
Article 4.7 - Court Leave	27
Article 4.8 - Military Training/Duty Leave	27
Article 4.9 - Injury Leave	28
Article 4.9.1 - Eligibility	28
Article 4.9.2 - Period of Eligibility	28
Article 4.9.3 - Light Duty	29
Article 4.9.4 - Medical Appointments	29
Article 4.9.5 - Health and Insurance Benefits	29
Article 4.9.6 - Waiting Period	29
Article 4.10 - Leave Without Pay	29
Article 4.10.1 - Requirements	30

14.B.

Article 4.10.2 - Replacement of Employee on Leave Without Pay	30
Article 4.11 - Programmed Leave Without Pay	30
Article 4.12 - Family Leave	31
Article 4.12.1 - Family Leave Requirements	31
Article 4.12.2 - Coordination with Other Leave	31
Article 4.12.3 - Benefit Entitlement	31
Article 4.12.4 - Replacement of Employee on Family Leave	32
Article 4.13 - Unauthorized Absences	32
ARTICLE 5 COMPENSATION	33
Article 5.1 - Wage Rates	33
Article 5.2 - Starting Rate on Initial Employment	33
Article 5.3 - Overtime Pay	34
Article 5.3.1 - Overtime	34
Article 5.3.2 - Solid Waste Services Overtime Rotation	35
Article 5.4 - Shift Differential	35
Article 5.5 - Service Recognition and Performance Step Programs	36
Article 5.5.1 - Service Recognition	36
Article 5.5.2 - Performance Step Program	36
Article 5.6 - Standby	38
Article 5.7 - Wait Time	38
Article 5.8 - Travel Pay	38
Article 5.9 - Deductions from Pay	39
Article 5.10 - Guaranteed Relief	39
Article 5.11 - Reclassification Request	39
Article 5.12 - Pay Day and Pay Time	39
Article 5.13 - Errors in Pay	40
Article 5.14 - Mid-Term Classification Changes	41
Article 5.15 Call-Out pay	
ARTICLE 6 BENEFITS	42
Article 6.1 - Health & Welfare Program	42
Article 6.1.2 - Health Promotion	44
Article 6.1.3 - Employee Assistance Program	44
Article 6.1.4 - Health Care Reform	44
Article 6.2 - Savings Plan	44
Article 6.3 - Retirement	45
Article 6.4 - Pre-Tax	45
Article 6.5 - Change in Contributions to Wages and/or Benefits	46
ARTICLE 7 DISCIPLINE AND RESOLUTION OF DISPUTES	47
Article 7.1 - Discipline	47
Article 7.1.1 - Discipline and Termination of Employment	47
Article 7.2 - Grievance Defined	48
Article 7.3 - Grievance Procedure	49
Article 7.3.1 - Step One	50
Article 7.3.2 - Step Two	50
Article 7.3.3 - Step Three	50
Article 7.3.4 - Arbitrability	51

14.B.

Article 7.3.5 - Selection of the Arbitrator	51
Article 7.3.6 - Authority of the Arbitrator	51
Article 7.3.7 - Service	51
Article 7.3.8 - Existing Grievances	51
Article 7.3.9 - Personnel Files use in Arbitration	52
ARTICLE 8 WORK RULES	53
Article 8.1 - Safety.....	53
Article 8.2 - Protection of Municipal Property	54
Article 8.3 - Handtools.....	54
Article 8.4 - Lockers.....	55
Article 8.5 - Uniforms, Special Clothing, and Required Safety Footwear	55
Article 8.6 - Access to MOA Property	55
Article 8.7 - Revocation of License	56
Article 8.8 - Health & Safety Award	56
ARTICLE 9 MISCELLANEOUS PROVISIONS	58
Article 9.1 - Educational Incentive.....	58
Article 9.2 - Union Training Program	58
ARTICLE 10 SCHEDULING.....	59
Article 10.1 - Scheduling By the Municipality	59
Article 10.1.1 - Department Seniority	59
Article 10.1.2 - Port Maintenance Journeyman Designated Mechanic Seniority	59
Article 10.1.3 - Merrill Field Weekend Rotation Schedule	59
Article 10.2 - Rest Breaks and Meal Breaks	60
Article 10.3 - Travel.....	60
Article 10.4- Show up Guarantee.....	60
ARTICLE 11 CLASSIFICATIONS AND WAGE SCHEDULES	61
Article 11.1 - Classifications	61
Article 11.2 - 2019 Wage Schedule	62
Article 11.3 - 2021 Wage Schedule	63
Article 11.4 - 2022 Wage Schedule	63
Article 11.5 - Master Mechanic Certification Program	63
Article 11.6 - Master Mechanic Reimbursement.....	64
ARTICLE 12 TERMS OF AGREEMENT, RENEGOTIATION	65
Article 12.1 - Effective Date and Duration.....	65
Article 12.2 - Renegotiation	65
ACKNOWLEDGEMENT AND CERTIFICATION	66

**ARTICLE 1
PREAMBLE**

This Agreement is made and entered into by and between the Municipality of Anchorage, hereinafter referred to as the "Municipality" or "MOA" and the International Union of Operating Engineers, Local 302, hereinafter referred to as the "Union."

**ARTICLE 2
GENERAL PROVISIONS**

Article 2.1 - Purposes of Agreement

The purpose of this Agreement is to set forth the negotiated wages, hours and other terms and conditions of employment for Union represented employees, to promote the settlement of labor disagreements by conference, to provide for the resolution of unsettled grievances under this Agreement by binding arbitration, to prevent strikes, and lockouts, to eliminate avoidable delays and excessive or unnecessary costs and expenses, and generally to encourage a spirit of helpful cooperation between the MOA and its employees and the Union to their mutual benefit.

Article 2.2 - Scope of Agreement

This Agreement shall cover all facilities operated by the MOA during the term of this Agreement or any extension thereof using Union represented MOA employees and all operations and work conducted during the term of this Agreement or any extension thereof by Union represented employees of the MOA.

Article 2.3 - Definitions

Article 2.3.1 - Agency Head

Agency Head means a department director or general manager or any of their designees.

Article 2.3.2 - Appointment

Appointment means those methods by which a qualified person is designated to fill a specific vacant position.

Article 2.3.3 - Department

The term department shall mean the departments listed in AMC 3.20. A department may also be called an agency.

Article 2.3.4 - Director

As used in this Agreement, Director shall mean the Director of Human Resources or designee.

Article 2.3.5 - Division

As used in this Agreement division shall mean the next largest sub-unit within a department, which is identified as such on the official organization chart of the department.

Article 2.3.6 - Emergency or Emergency Situation

If not otherwise defined in this agreement or Municipal law, in which the term is used, emergency or emergency situation shall include a natural disaster, act of violence, or an occurrence, event or situation which causes or has the immediate potential for causing death or serious injury to persons or destruction or significant damage to property or the physical environment to such an extent that extraordinary actions should be taken to insure the public safety and welfare or protect property or the physical environment.

Article 2.3.7 - Immediate Family

Except as defined in Federal, State or Municipal laws, in this Agreement, immediate family shall mean the employee's spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, grandmother, grandfather, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or step-relationship for those family members listed above, person for whom the employee has been appointed as legal guardian, or other family members who reside permanently with the employee. Child means the employee's biological, adopted, or foster child, stepchild, or legal ward.

Article 2.3.8 - Merit Anniversary Date

Merit anniversary date means the day of the month following completion of the probationary period.

Article 2.3.9 - Night Shift

A shift in which the majority of hours fall between 6:00 p.m. and 6:00 a.m.

Article 2.3.10 - Probation

Status of an employee for a period of one hundred eighty (180) calendar days following the date of initial hire/rehire or initial employment in a different classification.

Article 2.3.11 - Full-Time Employee

An employee normally scheduled to work forty (40) hours during the workweek.

Article 2.3.12 - Seasonal Employee

Seasonal Employees perform work for a period of time, not to exceed six (6) months in seasonal duration with an option to extend up to two (2) months with agreement of the union. Such agreement will not be unreasonably withheld. Seasonal Employees perform work associated with the events of a particular season of the year.

Article 2.3.13 - Section

14.B.

Section as used in this Agreement shall mean a subdivision of a division, as shown on the official organization chart of the department, which contains work units.

Article 2.3.14 - Swing Shift

A shift in which the majority of hours fall between at 3:00 p.m. and 3:00 a.m.

Article 2.3.15 - Temporary Employee

Temporary employees are additional employees hired to augment the workforce whenever the workload temporarily creates a requirement for additional help, or in the event of an emergency or unanticipated situation, or to relieve regular employees during absences. Temporary employees may be used to fill full-time regular or temporary positions. The MOA shall not use temporary employees to circumvent the need for regular full-time employees.

Article 2.3.16 - Work Day

A twenty-four (24) hour period during which an employee is scheduled to work.

Article 2.13.17 - Work Unit

Work unit as used in this Agreement shall mean a separately identifiable group of employees within a section that work together as a unit.

Article 2.3.18 - Work Week

A fixed period of 168 hours (7 consecutive 24 hour periods) commencing at 12:00 a.m. on Monday and ending at 11:59 p.m. on Sunday for 5/8 and 4/10 schedules. For other schedules, different start/end days and times may be used.

Article 2.3.19 - Regularly Scheduled Shift

The work schedule and shift (days and hours) that an employee is assigned based on their shift bid per this Agreement.

Article 2.4 - Applicability of Personnel Rules Ordinance

To the extent where there is a conflict between this Agreement and the Personnel Rules (AMC 3.30) in effect at the commencement of negotiations of this contract, the provisions of this Agreement shall prevail. In the event this Agreement is silent or no conflict exists the Personnel Rules will be applicable. In the event that this Agreement and the Personnel Rules are both silent, the parties agree to meet and confer.

Article 2.5 - Recognition

The MOA recognizes the Union as the sole and exclusive collective bargaining representative of the employees of the MOA who are employed in a classification set forth in this Agreement.

Article 2.6 - Non-Discrimination

It is hereby agreed that there shall be no discrimination by the MOA or the Union against any employee for any reason prohibited by law. Both the Municipality and the Union shall bear the responsibility for complying with this provision. Further, the Municipality is committed to positive, practical efforts in employment, promotion, and administration of personnel actions to ensure equal employment opportunity to all represented employees at all job levels. The Union recognizes and supports that commitment. The remedy for violations outside of this Agreement are as prescribed by law.

Article 2.7 - Gender

All reference to employees in this Agreement designates both sexes, and wherever the male gender is used, it means both female and male employees.

Article 2.8 - Plurality

Unless the context of this Agreement clearly requires a different interpretation or construction, all references to the singular shall also include the plural and vice-versa.

Article 2.9 - No Strike, No Lockout

This Agreement is a guarantee by all parties that there will be no strikes, lockouts, work slowdowns or stoppages, picketing or other voluntary unauthorized work disruptions during the life of this Agreement. The Union further agrees not to sanction, aid, abet, encourage such activity during the life of this Agreement, and to undertake all reasonable means to prevent or terminate any such activity.

Article 2.10 - Management Rights

Except as otherwise expressly provided in this Agreement, it is the right of the Municipality acting through its agencies to determine the standards of service to be offered by its agencies; determine the standards of selection for employment and job performance; direct its employees; take disciplinary action for just cause; maintain the efficiency of governmental operations, determine the methods, means, and personnel by which government operations are to be conducted; take all necessary actions to carry out its organization and the technology of performing its work; require overtime; determine and enforce levels of productivity; establish and enforce work rules, policies or regulations required by federal or state law or court order; and take or direct any necessary actions in emergency situations, as defined in the Collective Bargaining Agreement.

Article 2.11 - Employee Representative Rights

Article 2.11.1 - General Rights

The parties acknowledge and agree that the Union has the right and obligation to fairly and diligently represent the legitimate employment interests of MOA employees who are members of the bargaining unit covered by this Agreement. The MOA agrees that it will not interfere with the Union and MOA employees. The MOA recognizes the right of a union to discipline members for violation of any union laws, rules or agreements. The Municipality agrees that it will not in any manner, directly or indirectly, attempt to interfere between any employees and the Union, and that it will not in any manner restrain or attempt to restrain any employee from belonging to the Union or from taking an active part in union affairs, and that it will not discriminate against any employee because of union membership or lawful union activity. No worker shall be discriminated against for upholding union principles or for serving on a committee, and shall not lose their position or be discriminated against for this reason. Any employee appointed or elected to office in the Union which requires all of their time shall not lose their established seniority with the MOA (seniority frozen) and shall be granted a leave of absence without pay for the duration of the term of office upon application. The MOA need not preserve the employee's position and will be obligated to return the employee only to a position in the department in which the employee was employed which is vacant and equal to or less than the position, which the employee vacated, and for which the employee is qualified. The right to return to a vacant position shall last for two (2) years from the commencement of the leave and shall be subordinate to any employment preference applicable to the position.

Article 2.11.2 - Union Membership

- A. All employees covered under the terms of this Agreement who are not already Union members may make application to join the Union as a full member or become an agency fee-payer.
- B. A shop steward or business representative will be notified of all hired or re-hired bargaining unit members and will be allowed to meet with all such employees up to sixty (60) minutes during regular work hours within ten (10) calendar days of hire or rehire. Such meetings will be on paid time and will not require the use of leave. In cases when there are multiple employees hired or rehired in the same pay period, the Union will make every effort to meet with the employees as a group and not individually for a maximum of sixty (60) minutes.

Article 2.11.3 - Dues Check Off

The MOA will deduct from the wages of those employees who have signed a dues check off authorization form. The dues check off authorization form must authorize the deduction of dues and must include the employee's name, last four digits of the employee's Social Security number, date, and signature. The MOA will deduct on a bi-

14.B.

monthly basis, the regular dues and initiation fees authorized by the employee to the Union as certified by the secretary of the Union. Such authorization shall be revocable as specified in the authorization. The MOA shall forward such dues and initiation fees to the Union by the fifteenth (15th) day of the month following the month in which said dues are checked off. The MOA shall use reasonable care in checking off and forwarding said dues and initiation fees but shall not be liable for any failure to do so other than an intentional, bad faith failure to forward said dues and initiation fees. The Union assumes all obligations and responsibility for the continued membership of their members and the collection of their dues.

Article 2.11.4 - Stewards

The Union may appoint such stewards as are set forth below. All stewards shall be working stewards. As scheduled by management, a steward may spend a reasonable amount of time during working hours attending to union business within the department. The duties and activities of the shop steward shall include handling of complaints and grievances and administration of the Agreement. For these duties the shop steward's wages will be borne by the MOA and the hours worked in this capacity will be counted as hours worked for determining overtime eligibility. Stewards must document the time spent on union business on their timecards. The Union shall reimburse the Municipality for any payments made by the Municipality to a municipal employee for time spent performing services primarily for the Union and the Union representatives employed by the Municipality will maintain accurate time records which reflect the performance of such services. Shop stewards may use union leave, annual leave, or leave without pay (if union leave and annual leave have been exhausted), not to exceed two (2) days each year for training purposes with prior approval of the agency and the Human Resources Director. Where there is more than one shop steward in a location, the Union shall designate one steward as lead.

Recognized Stewards as listed:

Port of Alaska	One Steward
Merrill Field	One Steward
Street Maintenance	Three Stewards
Solid Waste Services	Two Stewards

Article 2.11.5 - Visits to Municipal Work Location

Non-employee Union representatives may visit only those MOA facilities or work locations occupied by employees, which the Union represents, and only on official business. Only Union business representatives may visit MOA property during working hours. Non-employee Union representatives may not visit such locations in connection with union elections or other internal union affairs. With regard to each visit, the Union must provide the Agency Head, which controls the location with reasonable advance notice of intent to visit and the notice must specify the reason for the visit. The visit may not interrupt, distract or interfere with the work of employees. The Agency Head may refuse to consent

14.B.

to the visit if it would unduly interfere with the work of employees or activities of the department or agency, or terminate the visit if it interferes with the work of employees or activities of the department or agency. If the visit is refused, the Agency Head must reschedule the visit at the earliest convenient time. Union representatives may conduct meetings on MOA premises only with the consent of the Agency Head and only with regard to official business affecting the MOA, its employees and the Union. Union representatives may conduct meetings of MOA employees during employee working time only with the express consent of the Agency Head whose employees would be affected.

Article 2.11.6 - Administrative Notification

The Union shall be notified in writing of any Municipal directive, memorandum, rule or regulation, which cover or affect areas, covered by this Agreement or which affect any group of employees working under this Agreement. The Union business representative shall be given adequate notice by the MOA prior to the time that any committee defined by this Agreement is convened.

Article 2.11.7 - Bulletin Boards

The MOA shall provide bulletin boards and/or space on existing bulletin boards as reasonably requested by the Union.

Article 2.11.8 - Union Leave Bank for Union Business

The Union has the right to maintain a Union leave bank through donations of annual leave from Union employees. The use of Union leave shall be at the sole discretion of the Union. Authorization for the use of Union leave shall be by the Union's Business Manager or designee in writing. The Union shall identify such designee(s) in writing. Time off on Union leave shall be scheduled with the employees' supervisor.

The Municipality will maintain a Union Leave Bank to be managed by the Union. The account will be funded automatically by the Municipality in the amount of two (2) hour of annual leave from every regular union member on the second full pay period in January of each year. No deductions will be made in years in which the bank balance is in excess of 1000 hours. Granting of union leave will only require approval of the Union. The Municipality will incur no additional cost as the result of union leave usage. At the request of the Union, the Municipality will provide an accounting of the leave balance in the bank.

Article 2.11.9 - Jurisdictional Disputes

Disputes which arise between the Union and another Municipal union concerning representation of employees may be presented by the Union(s) to the Employee Relations Board for resolution.

Article 2.12 - Exclusive Nature of Agreement

14.B.

This Agreement shall constitute the sole and entire agreement between the parties replacing, superseding and revoking all prior understandings, agreements, side letters, memorandums of understanding, administrative agreements, workplace policies, and practices. Nothing in this Article shall relieve the parties of their legal obligation to bargain in good faith with respect to mandatory subjects of bargaining under law.

Article 2.13 - Amendment of Agreement

This Agreement may be amended at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment and be executed in the manner required by AMC 3.70.130.

Article 2.14 - Separability and Savings

Should it be determined by a court of competent jurisdiction that any article of this Agreement is not in conformity with any applicable law, the parties shall meet and such Article or portion thereof shall be suspended and amended to conform to the law. This Article shall not apply so long as appeal to a higher court of competent jurisdiction is in process.

Article 2.15 - Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected by the consolidation, merger, or change of ownership or management, of either party to this Agreement. This Agreement shall not be affected by any geographical relocation of the place of business of either party hereto.

Article 2.16 - Productivity

The overriding consideration in the establishment of productivity standards is an honest day's work for an honest day's pay. Since the issue of assuring the community that they are receiving the best services for their tax dollars is of critical interest to both management and labor, labor recognizes that the establishment of such productivity improvements is the right and obligation of management. The Union will be informed in advance of any proposed change in productivity standards and given the opportunity to discuss the proposed change(s) with the MOA prior to implementation.

Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. Work procedures, schedules and assignments or any other means of increasing productivity may be established and/or revised from time to time at the discretion of the Municipality so long as no right guaranteed employees under this Agreement is violated.

Article 2.17 - Contracting Out

14.B.

For the purposes of this Article, "contracting out" shall mean the procurement of goods and/or services by the MOA or any agency thereof from sources other than municipal employees. The Union recognizes that the Municipality has statutory and charter rights and obligations in contracting for matters relating to Municipal operations. The right of contracting or subcontracting is vested in the Municipality. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members. The Municipality further agrees that it will not lay off any employees of an agency, who have completed their probationary periods and have regular employee status, because of the exercise of its contracting or subcontracting rights within that agency.

Article 2.18 Meet and Confer

The parties agree that they will meet and confer in good faith at reasonable times and places concerning this Agreement and its interpretation or any other matter of mutual concern to employee representatives and the MOA. The parties further agree that any party to this Agreement may request, in writing delivered to the other party, that the parties confer within fourteen (14) calendar days after the date of delivery of the request, which request shall specify the matter to be discussed. Union requests to meet and confer shall be delivered to the MOA Director of Human Resources. MOA requests to meet and confer shall be directed to Union. The Union and the MOA Director of Human Resources may designate who their respective representatives shall be at the meet and confer sessions. A refusal to meet and confer in response to such request shall be a violation of this Agreement. There shall be no obligation on the part of any party to reopen, modify, amend, or otherwise alter the terminology or interpretation of this Agreement, or to make any other agreement as a result of any such conferences, nor shall the requirement for such conferences alter the rights or obligations of the parties under this Agreement. The parties recognize that the success of the MOA in conducting the affairs of government and the job security of MOA employees and effective administration of this Agreement depends upon mutual cooperation and frequent and effective communication among all parties. To these ends, the MOA and the Union fully encourage and pledge themselves to friendly and cooperative relations at all levels and among all employees, whether or not covered by this Agreement.

Article 2.19 - Provisions of Seasonal Employees

- A. Seasonal Employees are subject to Article 2.11.2, Union Membership and Article 2.11.3, Dues Check Off.
- B. Seasonal Re-Hire. Absent an unsatisfactory performance rating, Seasonal Employees will have preferential opportunity for subsequent seasonal employment in the same department and classification if the seasonal vacancy exists in the following season. Re-hire of Seasonal Employees can be accomplished directly between the MOA and the re-hire candidate by name request through the Union hiring hall.

14.B.

- C. Grievances. Seasonal Employees may file grievances up to and including Step Two in the grievance process. If necessary, seasonal employees may utilize mediation to resolve disputes after exhausting the grievance process except for disputes involving discipline and termination. Cost of mediation will be split evenly between the Municipality and the Union.
- D. Initial Wage Rate. The Agency Head with the approval of the Director, may request a Seasonal Employee to start a higher step based on the applicant's exceptional experience and/or training or recruitment difficulties that warrant consideration of advance step placement.
- E. Wage Step Progression. Seasonal Employees will advance from step to step upon completion of one hundred and eighty (180) calendar days thereafter, provided there is no break in service longer than one (1) year.
- F. Seasonal Leave. Seasonal employees shall accrue non-cashable leave at a rate of two (2) hours per pay period prorated for actual hours paid based on an 80-hour pay period. Accrued seasonal leave expires with the termination of seasonal employment. However, when a seasonal employee accepts a regular position and there is no break in service, any unused non-cashable leave shall be carried forward to the regular position.
- G. Holidays. Seasonal Employees are entitled to recognized municipal holidays as provided in this Agreement so long as the employee works the normally scheduled work day immediately before and after the holiday. Seasonal Employees are not entitled to the floating personal holiday.
- H. Other Provisions of the Agreement. Seasonal Employees are eligible for overtime, and shift differential as specified in Article 5. Seasonal Employees are eligible for additional work assignments in accordance with Article 3.8. Seasonal Employees are specifically excluded from participation in all other provisions of the Collective Bargaining Agreement between the parties unless expressly enumerated in this Article.
- I. Seniority. If Seasonal Employees are hired directly into a regular fulltime position without a break in service, seniority shall begin as of their most recent hire date.
- J. Union Retirement Fund. The Municipality shall contribute ninety-five cents (\$0.95) per hour compensated to the Locals 302 and 612, of the International Operating Engineers-Employers Construction Industry Retirement Fund on behalf of all Seasonal Employees subject to the provision of the Plan. Effective January 1, 2023 the Municipality will increase the contribution to one dollar (\$1.00) per compensable hour.
- K. Probation does not apply to a seasonal position. Seasonal Employees are subject to summary removal. The MOA shall be the sole judge of a worker's ability,

qualifications, competence, and performance.

Article 2.20 - Provisions of Temporary Employees

- A. Length of Temporary Employment. A Temporary Employee may be hired for a period not to exceed six (6) months in any twelve (12) month period; whether or not the time is continuous.
- B. Extension of Temporary Employment. The duration of a temporary employee's employment may be extended for an additional ninety (90) days when the Director of Human Resources determines and the Union agrees that exceptional circumstances exist. Agreement by the Union shall not be unreasonably withheld; for example under such circumstances where a temporary employee was hired for a specific project and for unforeseen reasons the project cannot be completed within the six (6) month period.
- C. Temporary Hire Process. The Municipality agrees to hire Temporary Employees in accordance with Article 3.
- D. Other Provisions of the Agreement. Temporary Employees shall be paid the hourly wage rate for the classification in which they are working. Temporary employees are eligible for overtime and shift differential as specified in Article 5. Temporary Employees are eligible for additional work assignments in accordance with Article 3.8. Temporary Employees are specifically excluded from participation in all other provisions of the Collective Bargaining Agreement between the parties unless expressly enumerated in this Article.
- E. Temporary Employees are subject to Article 2.11.2, Union Membership and Article 2.11.3, Dues Check Off.
- F. All temporary employees shall be paid at Step two (2) within the appropriate classification pay grade.
- G. Probation does not apply to an appointment to a temporary position and an employee so appointed is subject to summary removal for any reason or for no reason. The MOA shall be the sole judge of a worker's ability, qualifications, competence, and performance.

**ARTICLE 3
EMPLOYMENT**

Article 3.1 - Types of Positions

The different types of positions are regular, temporary, and seasonal.

Article 3.2 - Filling Vacant Positions

Vacant positions will be filled by legally mandated placement or reinstatement, transfer or demotion in lieu of layoff, recall from layoff, seasonal recall, hire/rehire, promotion, transfer, demotion, or demotion for disciplinary reasons. Positions shall be filled as legally mandated or by the most qualified applicant as determined by the Municipality.

Article 3.3 - Position Vacancy Announcements

- A. Contents: When recruiting for a vacant position, the position vacancy announcement shall include the classification title, pay grade and salary, description of the work to be performed, minimum qualifications, and other relevant information.
- B. Advertising: The MOA shall give priority consideration to internal applicants first and then to Union referred applicants. Position vacancy announcements shall be advertised as follows:
 - 1. Union Dispatch: The Union shall maintain a hiring hall and refer qualified applicants to the MOA when requested. The MOA agrees to use the hiring hall to obtain qualified workers necessary to fill classifications covered by this Agreement.

When the MOA requests qualified applicants from the Union, the Union shall have forty-eight (48) hours (excluding Saturday, Sunday, and recognized holidays) to refer qualified applicants to the MOA. Referred applicants will be required to complete the MOA's on-line application. After confirmation that the applicant meets the minimum qualifications and MOA requirements, the applicants will be forwarded for interview (and any required testing) to the Agency Head.

- 2. Concurrent Advertising: In an effort to maximize efficiencies, the MOA may advertise position vacancies internally and concurrently with the Union and other external sources. The MOA may consider other applicants only if all internal and Union referred applicants have been rejected. The agency shall not be provided other applicants until internal and union referral applicants have been rejected.

14.B.

- C. The Municipality shall furnish to the Union, each month, the name(s) of any employees hired, promoted, or demoted, the classification and date of hire or change in status. All employees hired by the Municipality, regardless of the source of the referral, must provide the Municipality with a dispatch from the Union prior to the employee's start date.

Article 3.4 - Applicant Examination

- A. Eligibility: To be eligible for consideration, applicants must apply during the advertised recruitment period, meet the minimum qualifications and pass any job related examinations.
- B. Disqualification: The MOA retains the right to reject any job applicant. Should the MOA reject any applicant, the reason shall be given in writing to the Union upon request. Applicants may be disqualified by the Director for the following, but not limited to:
 - 1. Did not apply during the recruitment period;
 - 2. Does not meet the minimum qualifications for the posted position;
 - 3. Application is incomplete or inaccurate;
 - 4. Is ineligible for hire/rehire by the MOA;
 - 5. Convicted of any crime involving moral turpitude within the last seven years;
 - 6. For positions that require driving, not meeting the minimum standards for driving convictions;
 - 7. The employee's overall evaluation within the last 12 months was not at least satisfactory; and/or
 - 8. Disciplinary action (other than an oral reprimand) within the last 12 months from date of acceptance of position.

Article 3.5 - Preference for Selection

In descending order, priority in filling vacant positions is as follows:

- A. Legally mandated placement or reinstatement
- B. Transfer or demotion in lieu of layoff
- C. Recall from layoff, within two years

D. Demotion for disciplinary reasons

E. Transfers

F. Promotions

G. Hire or rehire

Article 3.6 - Selection

Only the Director shall make offers of employment (hire/rehire, recall from layoff, seasonal recall, transfer, promotion, or demotion).

Article 3.7 - Probation

A. Duration

1. Hire or Rehire. Employees who are hired or rehired into regular positions shall be subject to a probationary period. The probation period is one hundred and eighty (180) calendar days.
2. Transfer. When an employee transfers to a position in the same agency in the same classification, no probationary period shall be served. Employees transferring to a different classification at the same pay grade in the agency shall be required to serve a one hundred and eighty (180) calendar day probation period. An employee who has not completed their probation shall complete the one hundred and eighty (180) calendar day probation in the new position. Employees who transfer to a position in a different agency shall be required to serve a one hundred and eighty (180) calendar day probation period.
3. Promotion. Employees who are promoted shall be subject to a probationary period. The probation period is one hundred and eighty (180) calendar days.
4. Demotion. Employees who are demoted shall be subject to a probationary period. The probation period is one hundred and eighty (180) calendar days. When an employee is demoted to a position in a classification where the employee previously held regular status, no probationary period shall be served, except in the case of demotion for disciplinary reasons.
5. Recall from layoff. Employees who have been recalled from layoff shall be required to complete any probation that was not completed prior to layoff. If the employee is recalled to a position in a classification that they have not previously held, a probation period shall be served. The probation period is one hundred and eighty (180) calendar days.

6. Reallocation of Position. The employee in a reallocated position, whether by reclassification or grade change, shall not serve a new probationary period and the merit anniversary date shall remain unchanged. In cases where the employee is on probation, they shall be required to complete the probation.

Status Upon Completion of Probation

Regular appointment to a position shall be made only upon satisfactory completion of the probationary period. The agency head shall complete a probationary evaluation that the employee has performed satisfactorily during the probation. A copy of the evaluation will be provided to the employee. Unless action is taken by the agency head to separate or demote the employee or to request extension of the probationary period prior to the end of the probation period, the employee shall attain regular status on the first working day following completion of the probationary period.

B. Probation Extension

The probation period of an employee may be extended one time for a period not to exceed ninety (90) calendar days at the option of the agency head and with prior approval of the Director. Notice of such extension and reasons for it shall be given in writing to the employee with a copy to the Union, prior to the end of the established probation period.

C. Probation Separation

If at any time during the probation period, the agency head determines the services of a new or rehired employee have been unsatisfactory, the employee may be separated from their position without right of appeal or grievance. Written notice of such dismissal shall be given to the employee. The Union shall be notified in the event of termination of the probationary employee's employment.

When it becomes clear that an employee serving a promotional probationary period is not performing adequately, the employee shall be so informed in writing with a copy to the Director, and consideration will be given to demoting to a position in the previous class, or in any other available bargaining unit position for which the employee is qualified, or lacking an open position, the employee's name will be entered on the recall from the layoff list for the position the employee held prior to promotion.

Article 3.8 - Types of Additional Work Assignments

- A. Working Out Of Class: Employee is temporarily performing work in a higher level classification within the bargaining unit.

14.B.

1. Regular employees shall have priority to work temporarily in higher level classifications before hiring seasonal employees.
 2. Employees who are temporarily assigned to perform work two (2) or more consecutive hours in a higher classification shall receive step one (1) in the higher classification or five (5) percent above their factored rate of pay whichever is greater. The employee's current base rate is utilized in determining if step (1) one in the higher classification is at least five (5) percent.
 3. Employees who are temporarily assigned to perform work in a lower classification shall be compensated at their factored rate of pay for all hours worked.
 4. Employees who are assigned work in a higher classification for training purposes shall not be entitled to additional compensation. Only employees who are the sole operator and their performance is not being monitored are eligible for additional compensation.
 5. The MOA shall assign an employee to perform the duties of working foremen or leadman when the regularly assigned working foreman or leadman is on leave or unavailable to perform their duty for at least two (2) hours, unless operational needs make the assignment unnecessary.
- B. Acting Assignment: Employee is temporarily assigned to act in a non-represented or executive level position.

When an employee is temporarily assigned to work two (2) or more consecutive hours in a non-represented or executive position they shall receive five (5) percent above their factored rate of pay.

Article 3.9 - Filling Vacancies

Positions may be filled by transfer, promotion, demotion, or recall from layoff rather than requesting a referral from the Union.

- A. Transfer. Transfer is the lateral movement from one regular position to another regular position in the same class, a different class, a parallel class at the same grade or the same pay grade without a break in service. Temporary and Seasonal employees may only transfer to other Temporary or Seasonal positions.
1. Voluntary. The employee may request a transfer to a vacant position within their agency or to a different agency. The employee shall submit a written request to their agency head. The agency head shall forward the request along with a recommendation to the Director for approval. The employee must meet the qualifications and if applicable, have an acceptable driving

14.B.

record for the position. When the employee is requesting a transfer to a different agency, the Director will consult with the agency head.

2. Involuntary. The employee may be transferred to a vacant position within their agency or a different agency for an operational need without the consent of the employee with the approval of the Director. The employee must meet the qualifications and if applicable, have an acceptable driving record for the position. The employee shall receive at least two weeks notice, unless good reason exists which prevents notice or the employee waives the notice.
- B. Promotion. Promotion is the advancement of an employee from a position in a lower salary grade. Whenever practicable and in the best interest of the MOA, positions shall be filled by promotion.
1. Promotion Factors:
 - a) Employees must apply during the recruitment period;
 - b) Employee must meet the qualifications and if applicable, have an acceptable driving record;
 - c) Successfully complete interview process and when applicable, pass job related examination(s); and
 - d) Length of service will be use if all other factors are equal.
- C. Demotion. Demotion is the movement of an employee to a position in a lower salary grade.
1. Voluntary. The employee may request to voluntarily demote into a position through a written request or through a recruitment effort. Employees must meet the minimum qualifications, have an acceptable driving record, and successfully complete any examinations and/or testing.
 2. Involuntary. The employee may be demoted as a result of disciplinary actions or in lieu of layoff.
- D. Recall from Layoff. Laid off employees shall have two (2) years recall rights within the agency from which they were laid off. Recall from layoff shall be in order of seniority. An employee who has been laid off may be recalled to a position at the same pay grade or lower grade from which they were laid off. The employee must meet the minimum qualifications and any pre-employment criteria of the position for which they are being recalled.
- E. Notice to Employee. The employee will be notified in writing of any changes in status including pay step, merit anniversary date, length of service date and requirement for serving a probationary period.

Article 3.10 - Seniority

14.B.

- A. Regular full-time employees shall be on a Municipal seniority list. This seniority shall be measured from the most recent date of hire or rehire date for an employee who remains continuously employed. This seniority is utilized for layoff and recall from layoff.
- B. The Municipality shall provide to the Union current seniority lists upon request. The lists will be posted by the Municipality at each department.
- C. If any employees share the same hire or rehire date, the tie shall be broken by applying the Union seniority tie-breaker formula in Appendix B.
- D. Seniority is terminated when the employee is no longer employed.
- E. Seniority will be re-established when the employee is recalled from layoff. The employee's seniority will be adjusted for the time period in which the employee was laid off.
- F. Seniority rights within the Union shall be preserved with no loss of time, if within six (6) months of the date of promotion to a supervisory position outside the bargaining unit the employee returns to the employee's former classification. During this period the employee must remain in good standing with the Union.

Article 3.11 - Layoff

- A. Layoffs may be necessary due to the following, but not limited to:
 - 1. Elimination of a position;
 - 2. Material change in the duties and/or qualifications of the position for which the employee lacks the necessary skills, knowledge or aptitude;
- B. **Layoff Procedure**

Employees who are being laid off shall receive at least two (2) weeks advance written notice. The Union shall receive advance notice. After notification of layoff the employee shall be provided the following options, in order:

- 1. The employee shall be offered a vacant position at the same pay grade within the agency for which the employee qualifies.
- 2. The employee may elect to bump an employee who has less seniority in the same classification within the agency.
- 3. The employee shall be offered a vacant position at a lower pay grade within the agency for which the employee qualifies.

14.B.

4. The employee may elect to bump an employee who has less seniority in a lower pay grade for which the employee is qualified within the agency.
5. The employee shall be offered another vacant position at the same or lower pay grade within the collective bargaining unit which may be available, if the employee meets the minimum qualifications for that position.
6. The employee may elect to be laid off.
7. If the employee is laid off or elects to be laid off, the employee may receive severance pay in lieu of the two (2) week notification period. The severance pay may be prorated based on the days and/or hours an employee may work in the layoff period.

C. Eligibility for Recall

1. An employee who is on a recall from layoff list shall be eligible for recall for two (2) years from the date of layoff. Acceptance of any regular position with the Municipality during the two years recall period shall satisfy the employees recall rights.
2. A laid off employee shall have recall rights to the agency from which they were laid off. The laid off employee is eligible to be recalled to the same pay grade or lower pay grade from which they were laid off. The laid off employee must meet the minimum qualifications and successfully complete any pre-employment requirements.
3. If a laid off employee is offered a regular position at the same pay grade and they decline the position, their recall rights shall end.
4. A laid off employee shall have preference over all applicants when filling regular positions as designated in Article 3.5.
5. Recall from layoff shall be in seniority order.
6. The laid off employee must maintain a current phone number and address with the Human Resources Department in order to preserve their recall rights. If a laid off employee fails to respond within five (5) working days of initially being contacted, all recall rights shall be relinquished. When the laid off employee is contacted, they shall report for duty within ten (10) working days or the MOA may consider extinguishing recall rights.

Article 3.12 - Evaluation of Employees

14.B.

Employees will be evaluated at the end of their probationary period and at such times thereafter as determined by the MOA. Evaluation of employees will not be conducted arbitrarily, capriciously or for unlawfully discriminatory purposes. The performance evaluation is not a disciplinary action under this Agreement and is not grievable or arbitrable under Article 7. The absence of a current performance evaluation shall create the presumption of satisfactory work performance.

Article 3.13 - Work by Non-Employees

The MOA may use the services of volunteers, without violation of this Agreement. The Union shall join the MOA in encouraging citizen involvement in the betterment of Anchorage. The MOA will notify the Union before volunteers are utilized. Volunteers will only be utilized to perform incidental bargaining unit work. The use of volunteers shall not directly cause the layoff of any bargaining unit member.

**ARTICLE 4
HOLIDAYS AND LEAVE**

Article 4.1 - Recognized Holidays

New Year's Day (January 1)
Martin Luther King, Jr. Day (third Monday in January)
President's Day (third Monday in February)
Seward's Day (last Monday in March)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday in November)
Day After Thanksgiving
Christmas Day (December 25)
One (1) Personal Holiday (Refer to 4.1.2)

Article 4.1.2 - Personal Holiday

Effective each January 1, regular full time employees shall receive eight (8) hours of non-cashable leave as a personal holiday.

The personal holiday has no cash value.

Article 4.2 - Holiday During Annual or Sick Leave

A recognized holiday occurring during an employee's annual or paid sick leave shall not be counted as a day of annual or sick leave.

Article 4.2.1 - Holiday Falling on a Regular Day Off

For employees scheduled to work on a Monday through Friday schedule, when a recognized holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. For these employees, when a recognized holiday falls on a Sunday, the Monday following shall be observed as the holiday. For employees working other than a Monday through Friday schedule, when the recognized holiday falls on the employee's first day off, the preceding, scheduled workday shall be observed as the holiday. When the recognized holiday falls on the employee's second day off, the following scheduled workday shall be observed as the holiday.

For employees working a modified work schedule (such as a 4/10 schedule), when the recognized holiday falls on the employee's first or second day off, the preceding, scheduled workday shall be observed as the holiday. When the recognized holiday falls

14.B.

on the employee's third day off, the succeeding scheduled workday shall be observed as the holiday.

Article 4.2.2 - Forfeiture of Holiday Pay

If employees are not in paid status for their entire shift on the last regular work day preceding such holiday and on the next regular work day following such holiday they shall forfeit their right to payment for such holiday.

Article 4.2.3 - Holiday Pay

- A. Except as modified by paragraph B below, full-time employees shall be paid eight (8) hours of pay at their factored rate of pay as holiday pay for each recognized holiday. Employees shall be paid holiday pay at their factored straight time rate of pay for their scheduled shift. If an employee's scheduled shift is a ten (10) hour shift, the employee will receive ten (10) hours of holiday pay.
- B. In addition to holiday pay, employees who perform work on their scheduled day on their observed holiday shall be paid at their factored straight time rate of pay.

Article 4.3 - Paid and Unpaid Time Off

The Municipality will provide eligible employees with reasonable periods of paid time off in accordance with the accrual schedules for annual and sick leave. Additionally, employees will be eligible for specified periods of paid time off for military duty, court duty, and bereavement leave for members of their immediate family. Under the conditions specified in this article, the Municipality may approve periods of unpaid time off to allow employees to meet personal, family, or medical needs. Temporary and seasonal employees are not eligible for cashable leave under any articles of this Agreement.

Article 4.3.1 - Accrual of Annual Leave

A. Annual Leave Accrual Rate

- 1. Full-time employees hired prior to July 1, 1991 shall accrue annual leave at the following rate:
 - 11+ years of service - 12.5 hours per pay period
- 2. Beginning the first full pay period on or after Assembly approval, full-time employees hired after June 30, 1991, shall accrue leave at the following rates:

Cashable Annual Leave

- 0 – 2 years of service - 6.15 hours per pay period

14.B.

3 – 5 years of service	-	6.77 hours per pay period
6 – 10 years of service	-	9.23 hours per pay period
11 + years of service	-	11.85 hours per pay period
20+ years of service	-	12.5 hours per pay period

3. If an employee is in a paid status for less than eighty (80) hours in a pay period then the above accrual rates shall be pro-rated based on actual hours paid.

If any change occurs in the length of the pay period, the accrual rate per pay period will be adjusted to result in the same annual accumulation rate as that stated above.

B. Annual Leave Accrual While on Leave

Leave accrues during the period of time an employee is on paid leave. Leave does not accrue while an employee is receiving Workers' Compensation time loss benefits or leave without pay.

C. Annual Leave Carry Over

Accrued and unused leave may be carried over from one year to the next for the purpose of accumulating an annual leave account, or reserve. An employee may not carry over more than 480 hours of unused cashable annual leave as of the last full pay period in September. Any cashable annual leave amount over 480 hours that is not converted to sick leave will automatically be cashed out the last full pay period of September.

D. Sick Leave Accumulation

Sick leave does not accrue separately, like annual leave, on a regular basis; it accumulates through conversion of excess of hours. Up to 80 hours of cashable annual leave may be converted to a cashable sick leave account upon request from the employee before the last full pay period of September of each year. Non-cashable annual leave under this article cannot be converted to cash.

Article 4.3.2 - Regular use of Annual Leave

- A. An employee shall be allowed to use any amount of accrued leave at the time the employee desires that will not be detrimental to agency operations, as determined by the Agency Head. Agency Heads shall establish a vacation leave schedule no later than January and shall give consideration to total municipal service in determining such schedules within each work unit.
- B. Every year, full-time employees must take at least eighty (80) hours of annual leave which must be taken each year by the last full pay period in September. This

14.B.

limitation shall not apply to hired or rehired employees until the last full pay period in September of the second (2nd) year following their date of hire or rehire. Seasonal employees who convert to a regular position, without a break in service, are exempt from this provision until the last full pay period in September of the second (2nd) year following their date of conversion to a regular position. Employees who fail to take the full eighty (80) hours of annual leave shall be considered to have forfeited those hours to the Union Leave Bank. The difference between the hours taken and eighty (80) hours required to be taken shall be subtracted from the employees' annual leave accounts at the end of last full pay period in September and deposited in the Union leave bank.

It is the responsibility of the Agency Head to ensure that work is conducted and leaves are scheduled so that each employee shall have the opportunity to use leave.

- C. Whenever, in the opinion of the Mayor, it is not feasible or in the best interest of the service to grant earned leave to an employee, the Mayor may authorize exceptions to accumulation rules or cash in lieu of leave not to exceed eighty (80) hours in any year (between October 1 and September 30) providing the employee shall retain at least eighty (80) hours of leave.

D. Donation of Leave

An employee may donate cashable annual leave to a fellow employee who is qualified under the MOA's Leave Donation Program.

E. Leave Used for Travel Outside the State

Leave requests submitted for travel outside of the state shall be submitted by the employee no less than six (6) weeks prior to the scheduled date of travel. The employee shall designate on the leave request that travel outside the state is scheduled. Each leave request shall be processed as follows:

1. The Agency Head shall either approve or disapprove the requested leave not less than thirty (30) days before the schedule date of travel.
2. Except in case of emergency, if the Agency Head subsequently cancels leave previously approved for the purpose of travel outside the state, the MOA agrees to reimburse the effected employee for airline rescheduling fees in the pay period following the receipt of appropriate documentation.

Article 4.3.3 - Annual Leave Conversion and Cash-In

A. Cash-In

14.B.

1. All hours of cashable annual leave in excess of 480, unless converted to cashable sick leave under Subsection (B) below, shall be paid to the employee in the next pay period following the last full pay period in September. The employee's factored rate of pay as of the last day in the last full pay period in September will be utilized for the leave cash-in rate.
2. Subject to the availability of cash and normal budgetary limitations, cash in lieu of accrued cashable annual leave may be obtained twice each calendar year by submitting a request in writing to the employees' Agency Head provided the employee retains at least eighty (80) hours of annual leave in the employee's annual leave account following cash payment.

B. Sick Leave Conversion

Upon the written request of the employee prior to the last full pay period in September, up to eighty (80) hours of excess cashable annual leave may be converted each year into a separate cashable Sick Leave Account which shall have a cash-in value upon separation.

C. Leave at Separation

Upon separation for any reason employees shall be entitled to all unused cashable leave balances. Any unused cashable leave shall be paid at the employees' factored hourly rate at time of separation. Non-cashable annual leave shall be forfeited upon separation.

Article 4.4 - Cash Value of Accrued Leave

- A. Annual leave has no cash value, except as provided in 4.3.3 while an employee remains actively employed.
- B. Upon termination for any reason, employees shall be entitled to payment for their unused annual leave balance based on their factored rate of pay at the time of termination.
- C. Cashable sick leave available under 4.3.3 B shall be paid to employees based on the factored rate of pay at time of cash in or usage.
- D. Non-cashable annual leave cannot be converted to cash nor can it be used for leave donation purposes.

Article 4.5 - Bereavement Leave

A regular employee shall be granted three (3) consecutive working days of paid bereavement leave for a deceased immediate family member while in Alaska, or four (4)

14.B.

consecutive working days if travel out of state is required. Such leave shall not be deducted from the employee's leave account.

At the employee's request, annual leave may be approved for up to fourteen (14) additional calendar days to supplement the bereavement leave.

Article 4.6 - Blood Donation Leave

Employees shall be eligible for four (4) hours of paid time off per calendar quarter to donate blood, in accordance with the procedures outlined in MOA P&P 40-1.

Article 4.7 - Court Leave

- A. Employees called for jury duty shall be treated as being on approved paid court leave. Service in court when subpoenaed as a witness for the Municipality or to testify as an expert witness in a matter relating to their position with the Municipality or to testify in a matter directly related or as a result of their employment with the Municipality will be treated the same as being on approved paid court leave.
- B. An employee shall provide the agency head with a copy of a notice of call for jury duty immediately upon receipt by the employee. When excused or released from jury duty for the day, the employee shall return to work immediately, allowing for delay for the period of time reasonably necessary to travel to and from home to change into work clothing. Reasonably necessary paid time is not to exceed forty-five (45) minutes.
- C. Employees on swing or night shifts shall be assigned to a day shift during the period of time when required to call in for jury duty, while seated on a jury, or when subpoenaed.
- D. Employees shall be paid their factored rate of pay for any time they are scheduled to work and are required to report to jury duty.

Article 4.8 - Military Training/Duty Leave

- A. Any regular employee who is ordered to report to military training or active duty in the Army, Navy, Air Force, Coast Guard, Marine Corps, National Guard or organized military reserves of the United States shall be allowed up to fifteen (15) working days leave per calendar year for such purpose. During such leave, the Municipality will recoup up to and equal to the amount that the employee is paid by the military unless the military pay is greater. In cases where the military pay is greater, the Municipality will recoup the amount the Municipality has paid the employee. Such military leaves shall not be deducted from accrued annual leave. Employees ordered to attend additional periods of military duty may take annual leave or leave without pay for such duty.

B. Military leave without pay.

1. An employee ordered to active military duty shall upon request be entitled to up to five (5) years of military leave without pay for the purpose of fulfilling the employee's military commitment.
2. An employee placed on military leave without pay under this subsection will:
 - a) Remain a Municipal employee;
 - b) Be reinstated in accordance with Article 3;
 - c) Have the opportunity to purchase health insurance in accordance with the health plan and federal and state law; and
 - d) May elect to use paid annual leave or elect leave without pay.
3. A reinstated employee shall be reemployed in such a manner as to give the employee such status in employment as the employee would have enjoyed if the employee had continued in that employment.
4. An employee placed on military leave without pay may be replaced by temporary or substitute employees, depending on the needs of the agency and the anticipated duration of the leave.
5. To the extent that an employee is guaranteed rights under federal or state law which exceed the benefits contained in this subsection, the applicable law will apply.

Article 4.9 - Injury Leave

Article 4.9.1 - Eligibility

Any regular employee shall be eligible for injury leave who (1) is injured in the scope of employment and is unable to fully perform the duties of the employee's job classification, and (2) receives time loss benefits under the Alaska State Workers' Compensation Act as a result of that injury. The employee shall provide the Municipality's worker's compensation administrator with all requested documentation.

Article 4.9.2 - Period of Eligibility

All injury leave, not including light duty, expires one (1) calendar year from the date of the original injury; however, the time the employee spends performing alternate duties (light duty) shall not be included in calculating the one (1) year period. At no time shall the employee perform light duty work for more than six (6) months. If an employee is unable to perform the duties of the employee's job classification with or without a reasonable accommodation for a qualifying disability under the Americans With Disabilities Act Amendments Act (ADAAA) within one (1) calendar year after the date of the original injury, not including any time working light duty the Director may terminate the employee. An

14.B.

employee shall not be eligible for injury leave or any light duty for any recurrences or exacerbation(s) of the original injury after the one (1) calendar year has elapsed, unless part of a reasonable accommodation for a qualifying disability as defined by the ADAAA.

Article 4.9.3 - Light Duty

An employee on injury leave who is unable to fully perform the duties of the employee's job classification may be required to perform modified or alternate duties if available and at the discretion of the Agency Head. The employee shall be capable and qualified to perform the assigned work. The employee shall be compensated at the employee's factored rate of pay. Employees may be assigned to work light duty.

Article 4.9.4 - Medical Appointments

An employee on light duty who is working full time is encouraged to schedule doctor's appointments during off hours. If an employee is unable to schedule injury related medical appointments during non-work hours, the employee shall be released from work for no more than four (4) hours per week, including travel time, for one (1) year from the date of the original injury. The employee shall not be charged leave for those four (4) hours per week. The employee shall return to work for the remainder of the shift following the medical appointment.

Article 4.9.5 - Health and Insurance Benefits

An employee who is on injury leave and receiving Workers' Compensation time loss benefits shall maintain health and insurance benefits. The employee shall be responsible to pay the employee portion of the employee's elected benefits.

Article 4.9.6 - Waiting Period

An employee may elect to use the employee's paid leave or leave without pay to satisfy the three day waiting period requirements of the Alaska State Workers' Compensation Act. During periods of time loss benefits the employee will be placed on worker's compensation leave without pay status.

Article 4.10 - Leave Without Pay

Leave without pay may be granted by the Director of Human Resources, or designee, upon request by the employee and recommendation of the Agency Head, and upon consideration of the particular needs of the employee and the department. Leave and benefits shall not accrue during leave without pay except as provided in this Article. The employer-employee relationship shall be maintained during a period of leave without pay, but no other compensation shall be paid by the Municipality.

Article 4.12 provides for family leave, which must be approved pursuant to AS 39.20.500-550 and Public Law 103-3. Additional periods of leave without pay directly following family

14.B.

leave may be requested by an employee and may be approved by the Director upon recommendation of the agency head. The periods of unpaid family leave will count toward the maximum periods of leave without pay available under this Article.

Leave without pay may be requested however, with the exception of military leave without pay, approved leave without pay may not exceed one hundred and eighty (180) calendar days during a rolling three hundred and sixty-five (365) day period, unless otherwise provided by law.

Article 4.10.1 - Requirements

The Director of Human Resources, or designee, may grant leave without pay to employees who request such leave when:

1. The employee has stated a legitimate reason to support the leave;
2. The agency certifies that the agency is able to perform adequately if the leave is granted;
3. The employee has exhausted paid leave accounts;
4. The initial leave is granted for no more than ninety (90) calendar days, with the possibility of one (1) extension for an additional ninety (90) calendar days upon the same conditions; and
5. For periods over thirty (30) consecutive days, the employee may be eligible to receive medical and life insurance benefits in accordance with the applicable Plan.

Article 4.10.2 - Replacement of Employee on Leave Without Pay

Employees on approved leave without pay may be replaced by temporary employees, depending on the needs of the agency and the duration of the leave without pay. Employees shall resume their positions upon completion of the approved leave without pay.

Article 4.11 - Programmed Leave Without Pay

- A. Requirements: If an agency head suspends the work performed by an employee for more than one (1) week, but no more than eight (8) work weeks in a calendar year, the employee may choose to be laid off pursuant to Article 3.11 of this Agreement, or to take programmed leave without pay, if that option is offered by the Director of Human Resources. An employee who is on programmed leave without pay may choose to use annual leave for any portion of that leave.
- B. Duration: No more than sixty (60) days of programmed leave without pay shall be available pursuant to any one suspension of work by an agency head.

- C. Benefits: An employee on programmed leave without pay shall continue to receive life and health insurance coverage, as determined by the Director of Human Resources but annual leave shall not accrue during that time.
- D. No Employee Replacement: No employee on programmed leave without pay shall be replaced at any time by reason of such leave, nor shall the work of the employee's position be assigned to another employee.

Article 4.12 - Family Leave

It is the policy of the Municipality to comply with the provisions of the Alaska Family Leave Act (AFLA) (AS 39.20.500-550) and the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3). Leave as described in FMLA, AFLA, or both is referred herein as family leave.

Article 4.12.1 - Family Leave Requirements

Family leave shall be granted to eligible employees in accordance with the requirements of FMLA and/or AFLA, except to the extent that other leave options provide a family leave benefit more generous to employees than FMLA and/or AFLA.

Article 4.12.2 - Coordination with Other Leave

- A. Employees requesting Family Leave shall first exhaust their eligible paid leave before utilizing leave without pay. However, at the employee's discretion, a maximum of forty (40) hours of accrued annual leave may remain in the employee's leave account.
- B. Occupational injury/illness leave may be considered family leave if it is a serious health condition that makes the employee unable to perform the function of the job.
- C. Employees who have exhausted their Family Leave may request leave without pay under the provisions of sections 4.11. The leave without pay may be requested by an employee and may be approved by the director upon recommendation of the agency head. The period of family leave will count toward the maximum periods of leave without pay available.

Eligible paid leave includes the following: Cashable annual leave, cashable sick, and non-cashable annual.

Article 4.12.3 - Benefit Entitlement

Health insurance coverage for employees on family leave shall be maintained on the same basis as such coverage is available to an employee who is actively at work during

14.B.

the first twelve (12) weeks in the measuring period. Employees on extended family leave under AFLA (beyond the twelve (12) weeks in the measuring period) may receive (or pay) for such health coverage in a manner prescribed by the Director.

Article 4.12.4 - Replacement of Employee on Family Leave

Employees on family leave may be replaced by temporary, seasonal or full-time employee(s) depending on the needs of the agency and the duration of the family leave. Employees shall resume their positions upon completion of family leave.

Article 4.13 - Unauthorized Absences

Any employee who is absent from duty shall report the reason to their first line non-represented supervisor and if applicable to the MOA's designated administrator of FMLA/AFLA as soon as possible. Unauthorized or unreported absences shall be reported as absence without pay, and may be cause for disciplinary action. An employee who has sustained an occupational injury/illness, and has not provided the MOA with the required report of injury or the medical certifications to be off work, is considered to be on unauthorized or unreported absence, except in cases of extreme emergencies or supervisory approval.

The Municipality, or its designee, may require the employee to provide a medical certification from their health care provider before returning to work if there is reason to believe malingering is suspected. An employee who falsely claims a medical use of personal leave is subject to disciplinary action.

**ARTICLE 5
COMPENSATION**

Article 5.1 - Wage Rates

Wages paid to employees shall be as specified in Section 11 to this Agreement. All employees will be compensated under a pay grade and step system.

The wages specified in Section 11 of this Agreement shall be adjusted during the life of this Agreement as follows:

- A. Effective the first full pay period of January 2023, the hourly wage rates shall reflect an increase of one and seven tenths percent (1.7%) as specified in Article 11.3.
- B. Effective the first full pay period of January 2024, the hourly wage rates shall reflect an increase of one and six tenths percent (1.6%) as specified in Article 11.4.
- C. Effective the first full pay period of January 2025, the hourly wage rates shall reflect an increase of one and seven tenths percent (1.7%) as specified in Article 11.5.
- D. Effective the first full pay period of January 2026, the hourly wage rates shall reflect an increase of one and seven tenths percent (1.7%) as specified in Article 11.6.

Article 5.2 - Starting Rate on Initial Employment

- A. Employees who are hired or rehired to any position shall be placed at the entrance pay step and advancement from the entrance pay step to the maximum pay step within a pay grade shall be by successive steps. Upon recommendation of the Agency Head, the Director may approve initial compensation at a pay step higher than the entrance pay step in the grade for the class when the needs of the service make such action necessary; provided that any such exception is based on the applicant's experience and ability over and above the qualification requirements specified for the class, or if a critical shortage of applicants exists. Such approval shall be made in writing prior to appointment.
- B. Upon satisfactory completion of any probationary period, the employee's entrance pay step shall be advanced one (1) increment to the next highest step in the pay grade for the class to which the employee's position is allocated. The probationary period may be extended and probationary increase withheld until successful completion of probation. Exceptions are:

14.B.

1. Where this Agreement specifies elsewhere that no probationary increase shall result; or
 2. Where employees are promoted, appointed, or reappointed at the maximum step.
- C. Advancement from step to step within a pay grade shall occur only on the merit anniversary date of the employee's employment in that classification or pay grade. The Director may, upon request from an Agency Head, authorize placement at a higher pay step. The Agency Head must provide evidence that such pay step placement is essential to retain an employee.

Article 5.3 – Overtime Pay

Employees shall be paid at one and one-half (1½) times their factored hourly rate of pay for overtime worked at the direction of the Municipality, unless a higher hourly rate of pay is required by law. There shall be no pyramiding of overtime.

Article 5.3.1 – Overtime

A. Policy

Overtime may be worked only when scheduled and directed by the Municipality. All hours worked outside of an employee's regularly scheduled shift shall constitute overtime.

B. Overtime Rotation

Where the requirement to work overtime can be reasonably anticipated and scheduled, such overtime shall initially be offered on a rotating basis to qualified employees who have signed a volunteer list by classification at each work unit. The rotating volunteer list will be made available upon request. If an employee who is on leave, for their entire regularly scheduled work week, is not offered overtime during that work week it will not be considered a violation of this section. Seasonal and Temporary employees will be placed at the bottom of the list in order of seniority.

Where necessary to maintain crew integrity, overtime shall initially be offered on a rotating basis to qualified employees by classification within each crew in order of seniority. Management shall determine if an employee is qualified. If an employee who is on leave, for their entire regularly scheduled work week, is not offered overtime during that work week it will not be considered a violation of this section. If no individuals accept the overtime then a qualified employee shall be assigned on a rotating basis in inverse seniority within the crew in which the overtime occurs.

14.B.

Undesired overtime shall be assigned on a rotating basis in inverse order by seniority by classification. The Municipality's obligation in assigning overtime off the volunteer list is limited to calling and/or texting the employee at a single contact number, which has been provided by the employee. An employee on leave or at work shall not lose their position on the voluntary overtime rotation list. Overtime work, which is continuous with the regular work assignment, need not be separated from the assignment. For overtime in emergency situations, preference shall be given to qualified employees on the volunteer list. If no individuals are available, qualified employees shall be assigned by the employer, as necessary.

C. Exception Shifts

Shifts consisting of more than ten (10) hours in a workday, and exceptions to the above-referenced rules regarding the mandatory payment of overtime, may be established by mutual agreement of the parties.

Article 5.3.2 – Solid Waste Services Overtime Rotation

List A: CTS

This list will be used when determining overtime rotation at the Central Transfer Station. It shall be made up of all "Regular Full Time" employees by classification who work in the Transfer Station Operation in order of seniority. "Seasonal" and "Temporary" employees will be placed at the bottom of the list in order of seniority.

List B: ARL

This list will be used when determining overtime rotation at the ARL. It shall be made up of all "Regular Full Time" employees by classification who work in the Landfill Operations in order of seniority. "Seasonal" and "Temporary" employees will be placed at the bottom of the list in order of seniority.

List C: CTS and ARL

This list shall be made up of ALL employees, regardless of classification from SWS Disposal (CTS and ARL) in order of seniority. "Seasonal" and "Temporary" employees will be placed at the bottom of the list. Supervisors shall determine if an employee possesses the necessary qualifications for the task the employee is needed for. However if the employee already performs the duties of the position needed, they shall be deemed qualified.

List A and List B shall be exhausted prior to moving to List C. If an employee who is on leave, for their entire regularly scheduled work week, is not offered overtime during that work week it will not be considered a violation of this section.

Article 5.4 – Shift Differential

Employees shall receive shift differential premium pay per this article based upon the majority of continuous hours worked during their scheduled shift hours, regardless of the

14.B.

day worked. In those cases where the hours worked are evenly split, the higher shift differential shall apply. The start of an employee's shift will not be established or changed solely to cause the majority of hours to be paid at the lower shift differential rate. The shift differential for swing shift is 3% of an employee's factored rate of pay. The shift differential for the night shift is 6% of an employee's factored rate of pay.

Article 5.5 – Service Recognition and Performance Step Programs

Regular employees hired/rehired on or after July 1, 2013 are not eligible for Service Recognition (SRP) or Performance Step Program (PSP) pay.

Regular employees hired prior to July 1, 2013 are eligible for PSP pursuant to Article 5.5.2.

Article 5.5.1 – Service Recognition

Service Recognition pay is additional pay for length of continuous service. The Service Recognition Program will freeze effective December 31, 2008. Those employees qualifying for service recognition pay on December 31, 2008 shall continue to receive that level of pay, but will not continue to advance to any additional steps, if applicable.

Regular employees hired on or after January 1, 1981, may be eligible to receive Service Recognition pay. Employees receiving Service Recognition pay as of December 31, 2008 shall continue to be eligible unless they resign, are laid off, for longer than one (1) year without reemployment, or are discharged for cause.

Service Recognition pay will be paid only to employees who were receiving Service Recognition pay prior to January 1, 2009, shall be:

- 103.5% of base pay after ten (10) years of continuous service.
- 107.0% of base pay after fifteen (15) years of continuous service.
- 110.5% of base pay after twenty (20) years of continuous service.

Article 5.5.2 – Performance Step Program

If employees receiving service recognition pay choose to participate in the PSP, their pay shall be adjusted to reflect the difference between the SRP and the PSP once the PSP criteria has been obtained.

Effective January 1, 2009, regular employees hired prior to July 1, 2013 are eligible to participate in the PSP pursuant to the following requirements and shall be required to meet the criteria to obtain steps 5 and 6:

1. Participation begins only after an employee has reached step 4 on the pay schedule.

14.B.

2. Employees must complete eight (8) cumulative quarters successfully for each step.
3. Eligible employee may begin the program at the start of the next quarter after meeting eligibility requirements.
4. Employees shall notify their Agency Head of their intention to begin the program.
5. Each quarter shall be signed off by the supervisor and the employee to reflect satisfactory or unsatisfactory completion of the quarter.

Successful completion of the following shall be deemed as having met the criteria to advance:

1. Safety
 - a) No preventable accidents, preventable incidents, moving violations, or citations on the job not due to equipment malfunction.
 - b) Attends a minimum of two (2) safety meetings per quarter.
 - c) No violations of departmental safety rules.
2. Reliability & Dependability
 - a) Punctuality.
 - b) No more than three (3) non-scheduled days of leave absence per quarter, not to exceed nine (9) days in a twelve (12) month period.
3. Departmental Policy and Procedures
 - a) Failure to adhere to vehicle and equipment inspections.
 - b) No documentation of disciplinary action.

Upon the successful completion of eight (8) quarters, an employee shall be eligible to receive performance pay in the amount of six and one-half percent (6.5%) of the base rate of pay or their current SRP, whichever is greater. The employee shall then be eligible to enter into the second step of the PSP.

Upon the successful completion of eight (8) additional quarters in the second step of the PSP, an employee shall be eligible to receive performance pay in the amount of an additional six and one-half percent (6.5%) of the rate of pay for a total combined SRP and PSP pay and of thirteen percent (13%) above the base rate of pay.

Service Recognition Pay (SRP)	Performance Step 1: 6.5% (PSP)	Performance Step 2: 6.5% (PSP)	Total Recognition and Performance Step Pay
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14.B.

No SRP	6.5% PSP	6.5% PSP	13%
3.5 % SRP	3.0% PSP	6.5% PSP	13%
7.0% SRP	0% PSP	6.0% PSP	13%
10.5% SRP	0% PSP	2.5% PSP	13%

Final approval for granting the performance step is made by the agency head in consultation with the senior executive.

The decision is not grievable, however it is appealable. A committee of two (2) bargaining unit members selected by the Union and two (2) management members shall be formed as an appeal committee. The appeal committee shall attempt to resolve any appeals made by an employee who is alleged to have not met the criteria during any quarter. Appeals shall be filed and heard in an expeditious manner. If the committee is unable to resolve the matter to the employee's satisfaction, the appeal shall be heard by the Union business representative and the Human Resources Director or designee. If the employee is not satisfied with the findings of the Union business representative and Human Resources Director, the final appeal shall be to the Senior Executive overseeing that department. The decision by the senior executive is final and is not grievable under the terms of this Article.

Article 5.6 – Standby

When an employee must remain available to be called to work on short notice.

No employee shall be in standby status unless scheduled for such by the MOA. The rules and requirements applicable to employees in standby status shall be determined by the management of the department within which the on-call employee is employed. Standby assignments will be made on a rotation basis from a list established by the MOA. Employees who are in standby status at the direction of the MOA shall be paid two (2) hours of pay at their factored straight time rate for each calendar day or portion thereof spent in standby status.

Article 5.7 – Wait Time

Status of an employee when commencement or continuation of work has been delayed by order of the MOA and the employee has been ordered to remain available and ready to commence or continue work.

Employees in wait time status shall continue to be paid at the factored rate of pay in effect prior to wait time.

Article 5.8 – Travel Pay

14.B.

Employees performing work related travel at the direction of the MOA shall be compensated and/or reimbursed as specified in MOA Policy and Procedure 68-1, Employee Travel Approval, Travel Expenses, and Per Diem.

Article 5.9 – Deductions from Pay

The Municipality may deduct monies owed to the Municipality under any Municipal policy or program in which the employee is participating which calls for payroll deductions, such as tuition reimbursement and benefit deductions. The Municipality may make deductions from employee as authorized by law or Municipal policy, in such cases the employee shall be notified in writing prior to any deductions.

Article 5.10 – Guaranteed Relief

Employees are guaranteed a break of ten (10) consecutive hours between their regularly scheduled shifts. If an employee is required to report to work without having had this break, the hours the employee is required to work without having had the ten (10) hour break shall be paid at the overtime rate.

If an employee is required to report to work for their regular scheduled shift without having the ten (10) hour break, the employee shall be paid at the overtime rate for their entire shift.

If the employee has a delayed start time on their regular scheduled shift to allow for the ten (10) hour break, then the hours the employee is delayed and the hours the employee works shall be paid at the straight time factored rate of pay.

Article 5.11 – Reclassification Request

If the Union believes that an employee is consistently performing work in a different or higher established classification the Union may request for reclassification. At the request of the Union, the parties will meet to discuss the employee's reclassification. If agreement is not reached between the Union and Agency Head or designee, the matter shall be referred to the Director for resolution. The employee and the Union will be advised in writing on the disposition of the request. The disposition is not subject to the grievance process.

Article 5.12 – Pay Day and Pay Time

All employees covered by this Agreement will be paid every other Friday. If a payday is a recognized holiday, then that pay day shall be the last business day prior to the recognized holiday. The Municipality shall provide for automatic payroll deposit. Employees who do not elect to receive their paycheck by automatic payroll deposit will have the paycheck available by close of business on the pay day.

All pay and allowances on the timecard shall be paid on the pay day for the pay period in which the pay and allowances were earned. If the pay and allowances were earned after

14.B.

and they were unanticipated when the timecard was completed, the allowances and pay will be paid on the following regular pay day.

Article 5.13 – Errors in Pay

There shall be no liability on the part of the Municipality with regard to the preparation and delivery of paychecks other than for intentional misconduct. The Municipality will reimburse an employee for any proven loss suffered by the employee as a result of intentional misconduct in the preparation and delivery of the employee's paycheck.

An error in pay is defined as a discrepancy between the timecard submitted and actual hours paid for that pay period. Errors in pay will be corrected by the Municipality by the next full pay period after the error in pay is verified and confirmed by Central Payroll. Errors in pay will be verified and confirmed the next full pay period after the payroll correction form is received if the employee has provided all the necessary documentation and/or information.

For example:

Pay Period A	Full Pay Period Dates: 4/8/2019-4/21/2019	Check Date: 5/3/2019
Pay Period B	Full Pay Period Dates: 4/22/2019-5/5/2019	Check Date: 5/17/2019

When a pay correction form is submitted during Pay Period A dates (4/8/19-4/21/19) it will be reviewed and verified by Central Payroll by the next Pay Period B dates. The correction will be on the employees' Pay Period B check dated no later than 5/17/2019.

Effective the first full pay period after Assembly approval, if the Municipality fails to correct confirmed errors in pay by the next full pay period then the employee shall receive two hundred dollars (\$200) for each business day after the payday during which the error in pay remains uncorrected.

Effective January 1, 2023, if the Municipality fails to correct confirmed errors in pay by the next full pay period then the employee shall receive one hundred and fifty dollars (\$150) for each business day after the payday during which the error in pay remains uncorrected.

Effective January 1, 2024, if the Municipality fails to correct confirmed errors in pay by the next full pay period then the employee shall receive one hundred dollars (\$100) for each business day after the payday during which the error in pay remains uncorrected.

Overpayments shall not be eligible for errors in pay compensation.

When changes in contract language require software configuration changes, errors in pay compensation shall not apply for ninety (90) days.

After review of the error in pay documentation by Central Payroll, if there is a disagreement on whether an error in pay actually occurred the grievance procedure shall

14.B.

be utilized for resolution and the employee shall not be eligible for additional errors in pay compensation as stated above.

Upon notification to the employee, of at least one (1) pay period, the Municipality reserves the right to recover any overpayments in the same manner and same number of pay periods in which the overpayment occurred.

To prevent payroll errors and to ensure employees are accurately documenting their time in the Municipality's timekeeping system the Municipality will offer timekeeping system training to all members of the bargaining unit. This timekeeping system training will be provided upon hiring of each employee and at the request of each work unit.

Article 5.14 - Mid-Term Classification Changes

If, during the term of the Agreement, the Municipality creates a new classification, the pay grade is subject to negotiations and if necessary the grievance process.

Article 5.15 – Call-out Pay

- A. This section will become effective ninety (90) days after Assembly Approval.
- B. All call-outs shall be assigned by the Municipality. A call-out is defined as when employees are called in to work to perform unscheduled work after the end of their scheduled shift and prior to the start of their next scheduled shift. These call-out rules do not apply when an employee is held over at the end of their shift.

An employee who is working in call-out status shall be compensated at one and one-half (1 ½) times the factored rate of pay for all hours worked with a guarantee of at least four (4) hours of pay at the factored straight time rate of pay for each call-out. The employee is in pay status from the time the employee clocks in until the work is complete and the employee clocks out. Once an employee has clocked out and left the work site, any subsequent call that requires the employee to return to work shall be considered an additional call-out.

- C. Call-out is also defined as when employees are called on the phone to resolve a work-related issue after they have completed (clocked out) their scheduled shift and prior to the start of their next scheduled shift. Employees in this call-out status shall be compensated at one and one-half (1 ½) times the factored rate of pay for all hours worked with a guarantee of at least thirty (30) minutes of overtime. Multiple phone calls within thirty (30) minutes the first phone call will not be considered another call-out; only one minimum guarantee will apply,

Employees who are compensated under the standby provision in Article 5.6 Standby, will not be eligible to receive the thirty (30) minute guarantee if they

14.B.

resolve the issue over the phone. Employees will be paid for time worked pursuant to the overtime provisions in this Agreement.

As it relates to employees who work at the Port of Alaska only an employee required to come in on their scheduled day off to attend a mandatory meeting or training shall be compensated at one and one-half (1 ½) times the factored rate of pay for all hours worked with a guarantee of at least two (2) hours of pay at the factored straight time rate of pay.

ARTICLE 6 BENEFITS

Article 6.1 – Health & Welfare Program

A. Health and Welfare Plan

The Municipality agrees to contribute to the Local 302/612 International Union of Operating Engineers Construction Industry Health and Security Fund (Fund) for the purpose of providing certain health and welfare benefits to eligible employees.

B. Eligibility

Full time regular employees are eligible to participate in health, life and disability programs subject to the terms and conditions of the plan booklet provided by the Fund.

C. Municipal and Employee Contributions

The Municipality will contribute a monthly employer contribution for each eligible employee. Effective July 1, 2022, or on the first (1st) of the month following Assembly approval, whichever is later, the Municipality's monthly employer contribution is one thousand seven hundred and sixty-four dollars (\$1,764.00) for each eligible employee and employees will pay the remainder of the monthly per-employee cost of healthcare.

Effective July 1, 2023, 2024, and 2025, the Municipality's monthly employer contribution to the Fund (rounded to the next dollar) shall be increased only if there is an increase in cost of the Fund. If there is an increase in the per-employee cost to the Fund in 2023, 2024, and 2025, then the Municipality will increase its contribution amount by ninety percent (90%) of the per-employee cost increase to the Fund and employees will pay the remainder of the increase.

The Municipality's employer contribution amount is not to exceed the per employee cost of Health & Welfare coverage to the Fund. The Union shall advise the Municipality of the pre-tax and after-tax (if applicable) contribution amounts that employee's shall contribute per month to the Fund through payroll deduction.

D. Health Insurance Rate Adjustments

The Union agrees to provide the Municipality with an actuarial analysis of the Fund by October 1 of each year of this Agreement. The Municipality, at its own expense, reserves the right to perform its own review and analysis of the Fund.

E. Health Care Reporting Requirements

The Municipality, Union, and Trust will cooperate in providing information about health care plans, participants, and related health care information that is required for reporting purposes by federal or state laws (e.g., ACA).

Article 6.1.1 – Health and Welfare Plan/Fund

The Municipality and Local 302 agree as follows:

1. The Administrator of the Fund agrees to enroll eligible Municipal employees represented by Local 302 in the Health and Welfare Plan.
2. The Municipality agrees to make the appropriate contributions to the administrators of the Fund on or before the fifteenth (15th) day of the month following the month in which the hours were worked.
3. The amount the employee contributes, if any, for Health and Welfare, benefits will be split equally between the first two (2) pay periods in each month.
4. The Fund administrator agrees to be responsible for reconciliation of the payments received from the Municipality per employee. Should an overpayment to the Fund occur on behalf of an employee, the Fund administrator shall remit the overpayment to the Municipality for purposes of the Municipality's repayment to the employee. The Fund administrator shall notify the Municipality of any such error within ten (10) days of discovery and shall immediately transfer all claims records to the Municipality. In the event of either an overpayment or an underpayment, the Fund administrator will provide the Municipality with documentation as necessary to verify the adjustments.

The Municipality will not provide payment of unused benefit credits to employees.

5. The contributions provided by the Municipality on a monthly basis, solely for the purposes of a health and welfare benefit program or programs for the benefit of eligible members of Local 302 and their qualified dependents and to defray the reasonable expenses of administering the plan of benefits. If the Plan covers participants in addition to members of the Local 302, the Fund administrator will

14.B.

maintain a separate account and will ensure that separate income and expense statements and balance sheets are maintained so as to determine the administrative costs as well as the actual cost of benefits for the Plan covering Local 302 members. The provisions of the plan established by the Plan Trustees must satisfy the mandatory requirements of Anchorage Municipal Code 3.30.161.

6. By entering into this Agreement the Union agrees to relieve the Municipality of any obligation to obtain, maintain, or administer a health insurance plan under AMC 3.30.161 covering eligible bargaining unit members and their dependents.
7. The Municipality's liability for contributions is limited to those fiscal years in which the monetary terms of a Collective Bargaining Agreement between the parties is approved by ratification of the bargaining unit members and approved by the Municipal Assembly in accordance with AMC 3.70.130.

Article 6.1.2 - Health Promotion

The Union recognizes that the provision of a safe work environment and encouragement of a healthful workforce is the right and obligation of the Municipality. The Union agrees to cooperate with the Municipality in the exercise of this right and fulfillment of this obligation so long as no right guaranteed under this Agreement is violated and with the recognition that participation of its members in any health promotion programs made available by the MOA shall be on a voluntary basis.

Article 6.1.3 - Employee Assistance Program

Eligible employees may participate in the Municipality's Employee Assistance Program (EAP) subject to the provisions of the program.

Article 6.1.4 - Health Care Reform

On an annual basis, the Union will provide certification of compliance with applicable minimum essential coverage and affordability provisions of the Affordable Care Act (ACA), or related federal or state laws.

Should state or federal legislation mandate change in cost, premiums, care coverage, or penalties the parties agree to reopen negotiations under Article 6.

Under no circumstances shall the eligible employee contribution either directly or indirectly result in tax or penalty liability for the Municipality associated with the "Cadillac Tax" under the ACA or similar laws or regulations.

Article 6.2 – Savings Plan

14.B.

Eligible employees may participate in the Municipality's 401 (K) and 457 savings plan subject to the provisions of the plans.

Article 6.3 – Retirement

The MOA shall pay into the Local 302 Pension Plan an amount of six dollars and forty cents (\$6.40) per hour and the employee will contribute one dollar and fifty cents (\$1.50) per hour into the Local 302 Pension Plan for each compensable hour for a total of seven dollars and ninety cents (\$7.90) per hour.

Effective first full pay period of January 2024, the MOA shall pay into the Local 302 Pension Plan an amount of six dollars and forty-five cents (\$6.45) per hour and the employee will contribute one dollar and fifty cents (\$1.50) per hour into the Local 302 Pension Plan for each compensable hour for a total of seven dollars and ninety-five cents (\$7.95) per hour.

Effective first full pay period of January 2025, the MOA shall pay into the Local 302 Pension Plan an amount of six dollars and fifty cents (\$6.50) per hour and the employee will contribute one dollar and fifty cents (\$1.50) per hour into the Local 302 Pension Plan for each compensable hour for a total of eight dollars (\$8.00) per hour.

Effective first full pay period of January 2026, the MOA shall pay into the Local 302 Pension Plan an amount of six dollars and fifty-five cents (\$6.55) per hour and the employee will contribute one dollar and fifty cents (\$1.50) per hour into the Local 302 Pension Plan for each compensable hour for a total of eight dollars and five cents (\$8.05) per hour.

Said contributions shall be made on or before the fifteenth (15th) day of the month following the month in which the hours were worked, to the Locals 302 and 612, of the International Operating Engineers-Employers Construction Industry Retirement Fund in the manner as set forth in the Trust Agreement of said Trust Fund. The details of the Retirement Plan established by this Trust Fund shall continue to be administered by a joint Board of Trustees composed of equal representation from the Unions and the Chapters of the Associated General Contractors of America, Inc., who are signatory to the Trust Agreement of the aforesaid trust fund. Each Trustee appointed by the Union shall be a member of the Union, and each Trustee appointed by the Employers shall be a member of an affiliated firm of the Chapters or a regular paid employee of the Associated General Contractors of America, Inc.

It is understood that the Union and Employer Associations are principal parties to the Trust Agreements and, therefore, shall be furnished full information on the actions of the Trustees and the operations of the Trusts.

Article 6.4 – Pre-Tax

14.B.

Any premium expense paid by the employee through payroll deduction may be paid on a pre-tax basis to the extent allowed by law.

Article 6.5 – Change in Contributions to Wages and/or Benefits

The Union members working under this Agreement may, at the discretion of the Union, vote upon a portion of any wage increase to be applied to Health and Security or Retirement Trust Fund (Fund). The Union shall give sixty (60) days written notice to the Municipality prior to the wage increase effective date as to where the members would like to distribute the monies.

If money is transferred from wages to benefits, the transfer will not result in any increased cost to the Municipality.

**ARTICLE 7
DISCIPLINE AND RESOLUTION OF DISPUTES**

Article 7.1 – Discipline

In normal circumstances the MOA shall follow a program of progressive discipline, consisting of: documented oral reprimand, written Disciplinary Action Report (DAR), suspension for a period to be determined by the Agency Head in concurrence with the Labor Relations Director, with or without pay, demotion or termination of employment. The MOA may impose discipline at any level depending upon the severity or frequency of the offense.

Counseling memos are not considered discipline and are not required. Counseling memo may be used as a tool to encourage employees to improve performance and/or behavior.

Documented (typically in a memo format) oral reprimands shall be maintained in the department personnel file for one year.

Disciplinary actions, except oral reprimands, shall be documented on a Disciplinary Action Report (DAR) form. Completed DARs are placed in the employee's official personnel file in Human Resources and the department personnel file. After one year the employee may request in writing to the Agency Head and the Labor Relations Director to remove the DAR from the employee's department and official personnel file. These copies of the DARs will be returned to the employee.

Article 7.1.1 – Discipline and Termination of Employment

The Municipality retains the right to discipline or discharge an employee for just cause.

Just cause shall mean that sufficient justification exists for the proposed action against the employee. Just cause shall apply to behavior by the employee, which is detrimental to the discipline, public image or efficiency of the Municipality as an employer. As so defined, the following are examples of just cause:

1. Incompetency;
2. Inefficiency;
3. Lack of any of the qualifications required by AMC 3.30.024 D;
4. Theft, fighting, or assault of a fellow employee or member of the public;

14.B.

5. No call or no show. Lack of significant justification for a three (3) day no call/no show will result in voluntary termination;
6. Insubordination;
7. Excessive or habitual absenteeism/tardiness;
8. Harassment of other employees or the public;
9. Violation of a written municipal procedure or regulation, which was known or reasonably should have been known to the employee;
10. Violation of an oral directive, which was known or reasonably should have been known to the employee;
11. Conviction of a crime involving moral turpitude;
12. Violation of AMC 3.30.190 Substance Abuse Testing Policy; and/or
13. Any other conduct recognized by reasonable persons as justification for serious discipline including dismissal.

The Municipality shall notify the Union of a proposed disciplinary and/or discharge action before the issuance of the proposed disciplinary and/or discharge action to allow the opportunity for a Union representative to be present when such disciplinary and/or discharge action is taken. The reasons for such disciplinary and/or discharge action are to be stated in writing by the Municipality.

Article 7.2 – Grievance Defined

Only complaints or disputes of an employee acting through the Union, arising under this Agreement and involving an alleged violation, misapplication or misinterpretation of this Agreement or complaints of the MOA or the Union are subject to the grievance procedure. The MOA or the Union may file a grievance on its own behalf only when the grievance alleges a violation, misapplication or misinterpretation of this Agreement which deprives

14.B.

the MOA or the Union of a specific right, power or entitlement granted or reserved to it in this Agreement. MOA and Union grievances are to be filed in writing commencing at Step Two of this grievance procedure. Allegations of unlawful discrimination are not grievable under this Agreement unless all public agencies, which might have jurisdiction to investigate such allegations, refuse to do so.

A grievance may be filed by the Union on behalf of all employees who are similarly situated. Such "class action" grievances must identify all members of the class with sufficient particularity to enable the parties to determine who would be affected by the resolution of the grievance. Class action grievances must be signed by one member of the class, and must be filed on the Union grievance form.

The Union shall provide to the Labor Relations Director or designee a list of business representatives who are Union designees for the purpose of pursuing and resolving Union grievance matters. This list is to be resubmitted any time there is a change in personnel on behalf of the Union.

Article 7.3 – Grievance Procedure

- A. When a situation arises which becomes a basis for a grievance, the Union and the Municipality shall make every effort possible to informally resolve the issue.
- B. In the event that the problem cannot be resolved, the grievance will be reduced to writing on a standard form agreed to by the parties within ten (10) working days of the event, giving rise to the grievance and the following procedure will be used.

The written form of the grievance is to contain the following information:

- 1. Nature of the grievance and the specific circumstances out of which it arose;
 - 2. Remedy requested;
 - 3. Article(s) and Section(s) of this Agreement alleged to be violated, relied upon, or claimed to have been violated;
 - 4. Date of alleged violation(s); and
 - 5. Signature of the grievant, if applicable, and the union representative.
- C. In the application of this article, work days excludes Saturdays, Sundays, and recognized Municipal holidays. Nothing in this article is to be construed to prevent

14.B.

settlement of a grievance by mutual agreement of the parties at any time. The expenses of the arbitration are borne equally by the Municipality and union representing the grievant.

- D. At each step the time requirements may be extended in writing by mutual agreement. Failure by either party to follow the time limits for advancing the grievance to the next step in the grievance and arbitration procedure set forth below shall result in the grievance being resolved against the party failing to follow time limits without precedent.
- E. For cases involving discharge the grievance procedure begins at Step Two of the procedure and the parties agree to make every effort to schedule the arbitration on an expedited basis.

Article 7.3.1 - Step One

The written grievance shall be distributed to the Labor Relations Director or designee within ten (10) working days of when the event giving rise to the grievance occurred. The Labor Relations Director or designee will send the grievance to the appropriate Agency Head. The Municipality shall have ten (10) working days from receipt of the written grievance to meet with the Union and attempt resolution. Within ten (10) working days after the Step One meeting the Agency Head, in concurrence with the Labor Relations Director or designee must issue a written response.

Article 7.3.2 – Step Two

Upon receipt of a denial of the grievance at Step One, the Union shall have ten (10) working days in which to notify the Human Resources Director that the grievance remains unresolved and that the Union wishes to appeal the grievance to Step Two. If notification is given, then the Union and the Human Resources Director shall meet within ten (10) working days of that notice to attempt resolution. Within ten (10) working days after the Step Two meeting the Human Resources Director shall issue a written response.

In the event that the Union or the MOA files a grievance at Step Two of this procedure, the Human Resources Director and the Union shall meet within ten (10) working days of the receipt of that grievance in an attempt to resolve the grievance. Within ten (10) working days of that meeting, the party against whom the grievance is filed shall issue a written response.

Article 7.3.3 – Step Three

The request for arbitration may be made by either party and must be made in writing within 10 working days of receipt of the Step Two response. The arbitration will be conducted pursuant to the procedural rules set forth in the Labor Arbitration Rules Of The

14.B.

American Arbitration Association (AAA) and generally accepted principles of labor arbitration.

Article 7.3.4 – Arbitrability

In the event that any question involving the procedural or substantive arbitrability of any grievance arises, such questions of arbitrability shall be arbitrated in a separate hearing prior to the commencement of arbitration on the merits of the grievance.

Different arbitrators shall be used for the two hearings unless otherwise agreed by the parties. The hearing on the merits shall not commence until a decision is rendered on the arbitrability questions.

Article 7.3.5 – Selection of the Arbitrator

If there is a request for arbitration, the Union and the MOA shall meet within ten (10) working days to agree on a mutually acceptable arbitrator. If no agreement is reached, the parties shall select an arbitrator by utilizing the striking method from the list of seven (7) arbitrators supplied by the AAA for the purposes of the dispute. Arbitration will commence as soon as practicable following the appointment of the arbitrator. The expenses of arbitration will be borne equally by the MOA and the Union.

Article 7.3.6 – Authority of the Arbitrator

The arbitrator shall conduct a hearing according to generally accepted standards and procedures for grievance arbitration and the procedural rules of the AAA. The arbitrator shall have no authority to add to, alter, delete or modify any statute, regulation, ordinance or provision of this agreement. The arbitrator has no authority to grant any relief that is not reasonably contemplated by the grievance, or to issue any award on a matter not raised in the grievance. The arbitrator's authority and jurisdiction is strictly limited to the interpretation and application of this Agreement.

The decision of the arbitrator shall be reduced to writing unless waived by the parties and shall be final and binding upon the parties.

Article 7.3.7 - Service

By agreement of the parties, mail, facsimile transmission, email and/or hand deliveries may be used as the means of filing grievance and responses.

Article 7.3.8 - Existing Grievances

All grievances and arbitration cases pending at the time of execution of this Agreement shall be subject to all provisions of the Agreement in effect at the time the grievance was filed.

Article 7.3.9 - Personnel Files use in Arbitration

No document contained within an employee's personnel file(s) may be used in arbitration or other hearing, unless a copy of the document is provided to the employee.

**ARTICLE 8
WORK RULES**

Article 8.1 – Safety

Safety rules shall be as follows:

- A. The MOA and the Union will cooperate in designing and carrying out a safety program affecting all employees.
- B. The regulations concerning safety and equipment standards shall be governed by local, state and federal government rules, which shall be followed by the MOA, the Union and all employees.
- C. Employees are required to perform pre and post trip inspections consistent with CDL requirements and department policy. All equipment, which is unsafe or in need of repair, shall be reported to the appropriate supervisor or designee, who shall take appropriate steps to correct the items reported. Employees shall report all pre-trip defects and deficiencies to the appropriate supervisor or designee prior to operating the equipment. No employee shall be disciplined for refusing to operate unsafe equipment.
- D. Employees shall immediately report all vehicle accidents involving either a MOA vehicle or a personal vehicle driven on paid work time. Employees shall not leave the scene of the accident unless advised to by their supervisor or to obtain emergency medical treatment. A police officer or other appropriate official at the scene may direct employees to move the vehicles for safety reasons.
- E. Employees must report all work related injuries/illnesses immediately to their supervisor. Employees must submit all work related injury/illness reports prior to leaving the work place from the shift in which the injury/illness occurred, unless immediate medical care is needed. If emergency medical care is needed, the injury/illness report must be submitted as soon as possible. Employees must use any and all safety equipment paid for or furnished by the Municipality. Failure of employees to use such safety equipment will subject the employee to appropriate administrative or disciplinary action.
- F. The Municipality shall furnish such safety equipment as is required for the safety of employees. Safety devices and first aid equipment as may be required for safety and proper emergency medical treatment shall be provided and be available for all employees working under adverse conditions. The Municipality shall furnish seat

14.B.

belts for all passenger cars, pick-up trucks, and buses and employees shall utilize seat belts at all times while operating any equipment with seat belts.

- G. The Municipality shall establish regular safety meetings for each department not less than once per month during working hours and all employees will be required to attend without loss of pay.

Article 8.2 – Protection of Municipal Property

Employees are required to use their best efforts to protect municipal property. Employees may be subject to appropriate disciplinary action for violation of this Article.

Article 8.3 – Handtools

Employees may be required to provide common quality tools of the trade in which they are employed. Employees shall submit and maintain a current inventory of tools to the shop supervisor. Employees' inventoried tools will be replaced if broken in the course of the work. The Municipality shall replace brand for brand all inventoried tools including tool boxes in the event of loss from fire, theft, vandalism or natural disaster. When the Municipality replaces tools and or toolboxes, the broken or damaged tools and or toolboxes becomes the property of the Municipality.

Article 8.3.1 – Tool Allowance

Effective January 1, 2023, each regular employee active as of January 1 in the classifications listed below, shall be provided a monthly tool allowance of fifty dollars (\$50.00).

Effective January 1, 2024, each regular employee active as of January 1 in the classifications listed below, shall be provided a monthly tool allowance of sixty dollars (\$60.00).

Effective January 1, 2025, each regular employee active as of January 1 in the classifications listed below, shall be provided a monthly tool allowance of seventy dollars (\$70.00).

Seasonal and temporary employees are not eligible for the tool allowance.

Equipment Serviceman
Port Maintenance Journeyman (Designated Mechanic)
Equipment Operations Technician I
Equipment Operations Technician II
Refuse Disposal Technician I
Refuse Disposal Foreman (Mechanic)

Article 8.4 – Lockers

The MOA will furnish lockers where they are necessary, as determined by the MOA. Any such lockers shall remain the property of the MOA and the MOA shall have free access to all such lockers.

Article 8.5 – Uniforms, Special Clothing, and Required Safety Footwear

- A. The Municipality will furnish, clean and maintain uniforms and special clothing only where such uniforms and special clothing are required by the Municipality or applicable OSHA or other applicable safety regulations. Any such uniforms or special clothing provided by the Municipality shall be returned to the Municipality upon termination of the employee's employment.
- B. Each calendar year, regular employees active as of January 1, required by the Municipality due to the nature of the employees work to wear safety footwear, shall be provided a footwear allowance of two hundred dollars (\$200.00) in the first full pay period of each calendar year. Employees who are hired after January 1 shall receive a footwear allowance as follows:
 - 1. Regular employees hired during the first quarter of the year shall receive a footwear allowance of two hundred dollars (\$200.00) which will be included with their first pay check.
 - 2. Employees hired in the second quarter of the year shall receive a footwear allowance of one hundred dollars (\$100.00) which will be included with their first pay check.
- C. Article 8.5 does not apply to temporary or seasonal employees.

Article 8.6 - Access to MOA Property

Employees shall have access to non-public MOA property during normal operations or when on duty and only to the extent required by their duty. Non-employee union representatives shall have access to municipal property only as specified in paragraph 2.11.5 of this Agreement, Visits to Municipal Work Locations.

Article 8.7 – Revocation of License

In the event an employee shall suffer a revocation of license because of a violation or violations by the MOA of any federal, state, or local law, the MOA shall provide suitable and continued employment for such employee at not less than the employee's factored rate of pay at the time of revocation of the license. The employee shall be reinstated to the position held prior to revocation of license after the license is restored. The employee shall lose no pay, benefits, or seniority upon the event of revocation of license because of a violation of federal, state, or local law by the MOA. The MOA shall pay any expenses and/or judgments rendered against the employee in case of revocation of the employee's license because of a violation or violations by the MOA of any federal, state, or local law.

Article 8.8 – Health & Safety Award

The MOA is committed to raising the awareness of employee health and safety and creating and promoting a safe working environment for all employees. The Union recognizes the benefit of a safe and healthy workforce and supports the MOA in its adoption of a Stretch and Flex exercise program to increase employees' flexibility and to reduce the risk of injuries. The MOA recognizes the benefits for the employee and the Municipality in maintaining a safe and health conscious work place and has agreed to reward regular employees who participate in the Stretch and Flex exercise program with a Health & Safety Award.

The Health & Safety Award will go into effect and begin for the October 1 to December 31, 2019 quarter.

The Health & Safety Award terms and conditions are as follows:

The Stretch and Flex exercise program will be administered at the beginning of all employees' shift. The Stretch and Flex exercise program will be between 10 and 15 minutes at the beginning of every employees' shift.

- A. Health & Safety Award Periods. The Health & Safety Award eligibility periods for regular employees who choose to participate in the Health & Safety exercise program are: January 1st to March 31st, April 1st to June 30th, July 1st to September 30th, and October 1st to December 31st.
- B. Employee Eligibility. Only regular employees are eligible to participate in the Stretch and Flex exercise program for the Health & Safety Award.
- C. Qualifying for a Health & Safety Award. Employees who participate in the Stretch and Flex exercise program will be expected to complete the stretching and flexing exercises as illustrated on the MOA approved handout or video demonstration at the beginning of each employee's shift (prior to performing work) for approximately

14.B.

10 to 15 minutes. Employees who complete the Stretch and Flex exercise program at the beginning of each of their shifts for an entire quarter will earn five (5) hours of non-cashable leave per quarter. The non-cashable leave will be deposited into the employee's leave account by the end of the following month (example: 4th Quarter October 1st to December 31st employees receive the non cashable leave by the end of January). Note: Seasonal and Temporary employees are excluded from this provision.

- D. Award of a Health & Safety Award. Employees shall be notified in writing of the Health & Safety Award by the Agency Head.
- E. Disqualification of a Health & Safety Award. When an Agency Head determines that an employee is disqualified for the Health and Safety Award, the employee will be notified in writing. The reason for the disqualification will be that the employee did not participate in the Stretch and Flex exercise program at the beginning of their shifts (excluding scheduled and unscheduled absences; however, the employee must have worked greater than 50% of their scheduled shifts) or that, while the employee partially participated, the employee did not fully participate (i.e. doesn't complete all the Stretch and Flex exercises, doesn't do the exercise for the required timeframe, doesn't do the exercise properly).

**ARTICLE 9
MISCELLANEOUS PROVISIONS**

Article 9.1 – Educational Incentive

Employees will be entitled to educational assistance in accordance with Municipal Personnel Rule 16 (AMC 3.30.162) which, provides as follows:

Educational and Training Assistance: The Municipality offers, as part of its Employee Development Program, Educational and Training Assistance payment for certain college courses and other training opportunities of benefit to the organization. Guidelines for participation and administration of educational and tuition assistance shall be established through the Mayor's Policies, Procedures and applicable Personnel Rules.

Article 9.2 – Union Training Program

The Union and the Municipality of Anchorage agree that it is in their mutual interest and in the interest of the employees to be trained in the fields of work and equipment covered by this Agreement. The Union Training Trust and the Municipality shall meet as needed to identify and address training needs. Eligibility for training is only available to those employees in which the Municipality makes contributions on their behalf and meet the minimum qualifications as set forth by the Training Trust for all members. Training not typically administered by the Union, shall be pre-approved and a cost share shall be agreed upon with the Local Training Trust and the Municipality.

If an employee is approved to attend training at the Union training center and this training maintains, improves or acquires skills in the employee's current job and which are of immediate and direct value to the Municipality, the training will be on paid time. When approved, if scheduled training occurs during normal working hours, participation may be considered regular time. If the scheduled training occurs during a time that is different from the employee's work schedule, an alternate schedule may be arranged. Training is not eligible for overtime pay and shall not count toward hours worked for the purpose of determining overtime eligibility within the workweek. The extent to which individual agencies approve training may vary depending on such factors as staffing, organizational priorities, and the nature of the training.

The Municipality agrees to contribute to the Apprenticeship and Training Program twelve dollars (\$12.00) for all regular employees per work week.

Effective the first full pay period of January 2025, the Municipality will contribute to the Apprenticeship and Training Program twelve dollars and twenty-five cents (\$12.25) for all regular employees per work week.

**ARTICLE 10
SCHEDULING**

Article 10.1 – Scheduling By the Municipality

The Municipality shall schedule all work and all employees, including but not limited to, all shifts, reporting locations, and work schedules. Any changes to the work schedules for full time employees will be posted on the appropriate workplace bulletin boards as far in advance as practicable. Employees will be given, as far in advanced as practicable, notice of any shift changes, reporting location changes, or schedule changes. For seasonal schedule and shift changes, employees will be given a thirty (30) calendar day notice to shifts and/or schedules changes with no less than a fourteen (14) calendar day notice, unless mutually agreed upon by the employee and management.

Article 10.1.1 – Department Seniority

Department Seniority is utilized for bidding of work schedules and shifts (including work days) and for scheduling of leave.

- A. The employee who has the longest term of service in the department as a regular full-time Union employee shall be first on the seniority list for purposes of bidding of work schedules and shifts (including work days) and leave scheduling. The Agency Head shall request employees' preference for bidding schedules and shifts but retains the right to assign shifts for legitimate business reasons. The Agency Head may assign schedules and shifts if the appropriate skill levels are not present within a schedule or shift.
- B. If any employees share the same hire or rehire date, the tie shall be broken by applying the Union seniority tie-breaker formula in Appendix B.

Article 10.1.2 – Port Maintenance Journeyman Designated Mechanic Seniority

Management retains the right to assign shifts for business reasons. For business reasons, the Port of Alaska management has assigned the Port Maintenance Journeyman position as the designated mechanic to a Day Shift position.

This position shall be exclusive of seniority with respect to bidding shifts, but shall be responsible for complying with all other aspects of the Agreement.

If the staffing level at the Port of Alaska changes and a second mechanic position is designated, this Article will no longer be applicable unless mutually agreed upon.

Article 10.1.3 – Merrill Field Weekend Rotation Schedule

14.B.

Merrill Field schedules employees for seven (7) day coverage to sustain appropriate levels of service, quality of work, and productivity of the workforce. There is a rotating weekend schedule in affect. Any alternate rotating schedule is subject to mutual agreement between the Municipality and the Union.

Article 10.2 – Rest Breaks and Meal Breaks

A. Rest Breaks

Except in an emergency situation, all employees shall be allowed one (1) paid rest break not to exceed fifteen (15) minutes in duration during the first (1st) half of the shift and a paid fifteen (15) minute rest break during the second (2nd) half of the shift consistent with department policy.

B. Meal Breaks

Meal breaks will be one (1) hour unpaid or one-half (½) hour unpaid, as designated by management, from the time the employees break at the job site for lunch and return there from lunch. Where the nature of the work does not permit scheduled meal breaks, the MOA shall make alternate arrangements to enable employees to eat a meal.

C. Additional Breaks

When working other than the regular shift, when the work situation permits, a paid fifteen (15) minute rest break shall be taken each additional two and one-half (2 ½) hours worked. However, it is understood that at times the workload may not permit employees to take their breaks on this schedule. No rest breaks will be taken during the last half hour of work.

D. Combination of Breaks

Breaks may be combined when the work situation permits.

Article 10.3 – Travel

Employment related travel by employees covered by this Agreement must be directed and scheduled by the MOA.

Article 10.4- Show up Guarantee

Employees reporting for work, and not put to work, shall receive two (2) hours at their factored rate of pay unless notified by phone, text, or message left not to report to work at least two (2) hours prior to the start of the shift.

**ARTICLE 11
CLASSIFICATIONS AND WAGE SCHEDULES**

Article 11.1 – Classifications

GRADE	CLASSIFICATION
4	General Laborer
7	Airport Maintenance Assistant
11	Light Equipment Operator I Refuse Disposal Utilityman
15	Port Maintenance Technician I Airport Maintenance Technician I Equipment Serviceman
16	Port Maintenance Technician II
17	Medium Equipment Operator
18	Warehouseman Journeyman Heavy Equipment Operator Refuse Disposal Journeyman Airport Maintenance Technician II Refuse Disposal Technician I Port Maintenance Journeyman Equipment Operations Technician I
19	Heavy Equipment Operator Leadman Airport Maintenance Technician III Port Maintenance Leadman
20	Refuse Disposal Foreman (Working) Equipment Operations Technician II

Article 11.2 2022 Wage Schedule

	Step			
Grade	1	2	3	4
4	\$15.07	\$15.83	\$16.61	\$17.45
7	\$16.50	\$17.35	\$18.19	\$19.11
9	\$19.23	\$20.19	\$21.23	\$22.25
10	\$20.19	\$21.23	\$22.25	\$23.37
11	\$21.23	\$22.25	\$23.37	\$24.53
15	\$25.80	\$27.08	\$28.41	\$29.84
16	\$27.08	\$28.41	\$29.84	\$31.32
17	\$28.41	\$29.84	\$31.32	\$32.88
18	\$29.84	\$31.32	\$32.88	\$34.52
19	\$31.32	\$32.88	\$34.52	\$36.28
20	\$32.88	\$34.52	\$36.28	\$38.07

Article 11.3 - 2023 Wage Schedule

	Step			
Grade	1	2	3	4
4	15.33	16.10	16.89	17.75
7	16.78	17.64	18.50	19.43
9	19.56	20.53	21.59	22.63
10	20.53	21.59	22.63	23.77
11	21.59	22.63	23.77	24.95
15	26.24	27.54	28.89	30.35
16	27.54	28.89	30.35	31.85
17	28.89	30.35	31.85	33.44
18	30.35	31.85	33.44	35.11
19	31.85	33.44	35.11	36.90
20	33.44	35.11	36.90	38.72

Article 11.4 - 2024 Wage Schedule

	Step			
Grade	1	2	3	4
4	\$15.57	\$16.36	\$17.16	\$18.03
7	\$17.05	\$17.93	\$18.80	\$19.75
9	\$19.87	\$20.86	\$21.94	\$22.99
10	\$20.86	\$21.94	\$22.99	\$24.15
11	\$21.94	\$22.99	\$24.15	\$25.35
15	\$26.66	\$27.98	\$29.36	\$30.83
16	\$27.98	\$29.36	\$30.83	\$32.36
17	\$29.36	\$30.83	\$32.36	\$33.97
18	\$30.83	\$32.36	\$33.97	\$35.67
19	\$32.36	\$33.97	\$35.67	\$37.49
20	\$33.97	\$35.67	\$37.49	\$39.34

Article 11.5 2025 Wage Schedule

	Step			
Grade	1	2	3	4
4	15.84	16.63	17.45	18.34
7	17.34	18.23	19.11	20.08
9	20.21	21.22	22.31	23.38
10	21.22	22.31	23.38	24.56
11	22.31	23.38	24.56	25.78
15	27.11	28.46	29.85	31.36
16	28.46	29.85	31.36	32.91
17	29.85	31.36	32.91	34.55
18	31.36	32.91	34.55	36.27
19	32.91	34.55	36.27	38.12
20	34.55	36.27	38.12	40.01

Article 11.6 - 2026 Wage Schedule

	Step			
Grade	1	2	3	4
4	16.11	16.92	17.75	18.65

14.B.

7	17.63	18.54	19.44	20.42
9	20.55	21.58	22.69	23.78
10	21.58	22.69	23.78	24.98
11	22.69	23.78	24.98	26.22
15	27.57	28.94	30.36	31.89
16	28.94	30.36	31.89	33.47
17	30.36	31.89	33.47	35.14
18	31.89	33.47	35.14	36.89
19	33.47	35.14	36.89	38.77
20	35.14	36.89	38.77	40.69

Article 11.7 - Master Mechanic Certification Program

Employees in the Refuse Disposal Technician I, Port Maintenance Journeyman designated mechanic, Equipment Operations Technician I, and Equipment Operations Technician II classifications are eligible for the ASE Master Mechanic Certification Program as follows:

The employee shall receive a 5% pay enhancement for the ASE Master Mechanic Certification. Employees must have a current ASE Master Mechanic Certification in order to receive the pay enhancement. The pay enhance shall be effective the beginning of the pay period in which the employee enters the certification in Employee Self Service (ESS) or when it is received by Human Resources. The pay enhancement shall not be effective prior to the issue/effective date of the ASE Master Mechanic Certification.

Article 11.8 - Master Mechanic Reimbursement

To be eligible for reimbursement for the testing required to obtain an ASE Master Mechanic Certification the following criteria must be met:

1. The attendance at the classes, trainings, and testing times must be completed on the employee's own time; and
2. The employee shall provide proof of successful completion for each course.

Upon successful completion of each course, the MOA shall reimburse the employee for the cost of the course(s) and any testing fees. If the employee separates from MOA employment within one year of course completion, the entire cost, including course and testing fees, shall be reimbursed by the employee to the MOA through payroll deduction or other means.

**ARTICLE 12
TERMS OF AGREEMENT, RENEGOTIATION**

Article 12.1 - Effective Date and Duration

The Agreement is effective after ratification by the union membership and approval by the Assembly as required by Anchorage Municipal Code. This Agreement shall expire at midnight June 30, 2026.

Article 12.2 - Renegotiation

If either party wishes to negotiate a successor agreement and properly notifies the other party, both parties must participate in the negotiations. Negotiations must commence at least one hundred and eighty (180) days before the expiration date of this Agreement. If neither party properly notifies the other party of an intent to negotiate a successor agreement, this Agreement shall be automatically renewed for a period of one (1) year from its expiration date and for successive periods of one (1) year each for so long as there is no proper notification of an intent to negotiate a successor to this Agreement.

ACKNOWLEDGEMENT AND CERTIFICATION

Pursuant to Anchorage Municipal Code section 3.70.130 D, each and every collective bargaining contract, agreement, modification, written interpretation, or other change, alteration or amendment, no matter how denominated, shall include a summary of requirements and remedial provisions, and the certification under oath or affirmation by each duly authorized representative signing on behalf of a party.

The undersigned duly authorized representatives, on behalf of the parties to this agreement, hereby affirm and certify as follows:

- A. This agreement complies with Anchorage Municipal Code section 3.70.130.
- B. Section 3.70.130 requires Assembly approval of all modifications and amendments, no matter how denominated.
- C. Absent Assembly approval as required by section 3.70.130, any modification or amendment, no matter how denominated, shall be deemed null and void, and any payments made shall be recoverable by the Municipality.
- D. Absent Assembly approval as required by section 3.70.130, written clarifications and interpretations within the definition of "administrative letter" are invalid.
- E. Section 3.70.010 prohibits the use of administrative letters to vary the explicit terms of a labor agreement.
- F. Intentional actions in violation of section 3.70.130 are subject to fines and penalties under section 1.45.010.
- G. Remedial actions: In the event the provisions of section 3.70.130 are violated by administrative action, any labor agreement, agreement, modification, written interpretation, or other change, alteration or amendment, no matter how denominated, shall be null and void with no force or effect.

MUNICIPALITY OF ANCHORAGE

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 302

DATED: _____

DATED: _____

BY: _____

BY: _____

Its ____

Its ____

CERTIFICATION

I certify that the foregoing Agreement was ratified by the majority of the members of the bargaining unit present and voting at a properly called meeting on the 15th day of June 2022.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302

DATED: June 15, 2022

BY: _____

William T. Sims
District 6 Business Representative /IUOE, Local 302

MUNICIPALITY OF ANCHORAGE

IUOE LOCAL 302

To be signed subsequent to Assembly Ratification

Niki Tshibaka
Human Resources Director

Bill Sims
L302 Business Representative

Gaylon P. VanLandingham
Street Maintenance Manager

Lance Johnson
L302 Negotiations Team Member

Raylene Griffith
Labor Relations Director

Bryan Protzman
L302 Negotiations Team Member

Blair Christensen
Deputy Municipal Attorney

Chuck Strange
L302 Negotiations Team Member

Courtney Petersen
OMB

Tim Simpson
L302 Negotiations Team Member

Dave Bronson
Mayor

Jason Alward
L302 District Representative

ATTEST:

Barbara Jones
Municipal Clerk

Rory Hauser
L302 Negotiations Team Member

CERTIFICATION

I certify that the foregoing Agreement was ratified by the majority of the members of the bargaining unit present and voting at a properly called meeting on the 18th day of May, 2022.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302

DATED: May 20, 2022

BY: _____

William T. Sims
District 6 Business Representative /IUOE, Local 302

APPENDIX A – MOA DRIVING CONVICTION GUIDELINES

Appendix A Municipality of Anchorage Driving Conviction Guidelines

The following is the minimum standard for consideration for Municipal positions that require driving in order to perform the essential duties of the position. "Consideration" is not a guarantee that the applicant will be forwarded for further review or selected for hire. In determining if an applicant's driving record is "acceptable," the examiner will use the date of conviction(s) and the date of the employment application.

Category	Type of Conviction(s)	Number of Convictions	0 to 3 Years (0 to 36 Months)	4 to 5 Years (37 to 60 Months)	6 to 10 Years (61 to 120 Months)	11 Years & Beyond (121 + Months)
I	DUI/DWI or Refusal to Submit to a Chemical Test	1	Not acceptable	Acceptable	Acceptable	Acceptable
	DUI/DWI, Reckless, or Refusal to Submit to a Chemical Test	2	Not acceptable	Not acceptable	Not acceptable	Acceptable
	DUI/DWI, Reckless, or Refusal to Submit to a Chemical Test	3 or more	Not acceptable	Not acceptable	Not acceptable	Not acceptable
II	Driving with a suspended, revoked, or cancelled license	1	Not acceptable	Acceptable	Acceptable	Acceptable
III	Combination of category I and II	2	Not acceptable	Not acceptable	Not acceptable	Acceptable
	Combination of category I and II	3 or more	Not acceptable	Not acceptable	Not acceptable	Not acceptable
IV	Other moving violations	3 or more	Not acceptable	Acceptable	Acceptable	Acceptable

The Human Resources Director retains the right to waive applicant disqualification based on the facts of the situation.

Appendix B Union Seniority Tie-Breaker

Position Drawn	Last name Begins with	Seniority Award
1	E	1 st
2	V	2 nd
3	G	3 rd
4	I	4 th
5	F	5 th
6	K	6 th
7	M	7 th
8	W	8 th
9	A	9 th
10	Z	10 th
11	H	11 th
12	Y	12 th
13	X	13 th
14	O	14 th
15	T	15 th
16	Q	16 th
17	L	17 th
18	U	18 th
19	R	19 th
20	C	20 th
21	J	21 st
22	B	22 nd
23	P	23 rd
24	D	24 th
25	N	25 th
26	S	26 th

COLLECTIVE BARGAINING AGREEMENT

Between

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 302



&

MUNICIPALITY OF ANCHORAGE



~~July 23, 2019~~TBD – June 30, ~~2026~~2022

Table of Contents

ARTICLE 1 PREAMBLE.....	1
ARTICLE 2 GENERAL PROVISIONS.....	2
Article 2.1 - Purposes of Agreement.....	2
Article 2.2 - Scope of Agreement.....	2
Article 2.3 - Definitions.....	2
Article 2.3.1 - Agency Head	2
Article 2.3.2 - Appointment	2
Article 2.3.3 - Department	2
Article 2.3.4 - Director	2
Article 2.3.5 - Division	2
Article 2.3.6 - Emergency or Emergency Situation.....	3
Article 2.3.7 - Immediate Family	3
Article 2.3.8 - Merit Anniversary Date	3
Article 2.3.9 - Night Shift.....	3
Article 2.3.10 - Probation.....	3
Article 2.3.11 - Full-Time Employee.....	3
Article 2.3.12 - Seasonal Employee.....	3
Article 2.3.13 - Section	3
Article 2.3.14 - Swing Shift.....	4
Article 2.3.15 - Temporary Employee	4
Article 2.3.16 - Work Day	4
Article 2.3.17 - Work Unit	4
Article 2.3.18 - Work Week	4
Article 2.3.19 - Regularly Scheduled Shift.....	4
Article 2.4 - Applicability of Personnel Rules Ordinance	4
Article 2.5 - Recognition.....	4
Article 2.6 - Non-Discrimination	5
Article 2.7 - Gender.....	5
Article 2.8 - Plurality	5
Article 2.9 - No Strike, No Lockout.....	5
Article 2.10 - Management Rights	5
Article 2.11 - Employee Representative Rights.....	65
Article 2.11.1 - General Rights	6
Article 2.11.2 - Union Membership	6
Article 2.11.3 - Dues Check Off.....	6
Article 2.11.4 - Stewards	7
Article 2.11.5 - Visits to Municipal Work Location	7
Article 2.11.6 - Administrative Notification	8
Article 2.11.7 - Bulletin Boards.....	8
Article 2.11.8 - Union Leave Bank for Union Business.....	8
Article 2.11.9 - Jurisdictional Disputes	8
Article 2.12 - Exclusive Nature of Agreement	8
Article 2.13 - Amendment of Agreement.....	9

14.B.

Article 2.14 - Separability and Savings	9
Article 2.15 - Successors and Assigns	9
Article 2.16 - Productivity	9
Article 2.17 - Contracting Out	9
Article 2.18 Meet and Confer	10
Article 2.19 - Provisions of Seasonal Employees	10
Article 2.20 - Provisions of Temporary Employees	12
ARTICLE 3 EMPLOYMENT	13
Article 3.1 - Types of Positions	13
Article 3.2 - Filling Vacant Positions	13
Article 3.3 - Position Vacancy Announcements	13
Article 3.4 - Applicant Examination	14
Article 3.5 - Preference for Selection	14
Article 3.6 - Selection	15
Article 3.7 - Probation	15
Article 3.8 - Types of Additional Work Assignments	<u>1647</u>
Article 3.9 - Filling Vacancies	<u>1748</u>
Article 3.10 - Seniority	<u>1849</u>
Article 3.11 - Layoff	<u>1920</u>
Article 3.12 - Evaluation of Employees	<u>2024</u>
Article 3.13 - Work by Non-Employees	<u>2122</u>
ARTICLE 4 HOLIDAYS AND LEAVE	<u>2223</u>
Article 4.1 - Recognized Holidays	<u>2223</u>
Article 4.1.2 - Personal Holiday	<u>2223</u>
Article 4.2 - Holiday During Annual or Sick Leave	<u>2223</u>
Article 4.2.1 - Holiday Falling on a Regular Day Off	<u>2223</u>
Article 4.2.2 - Forfeiture of Holiday Pay	<u>2324</u>
Article 4.2.3 - Holiday Pay	<u>2324</u>
Article 4.3 - Paid and Unpaid Time Off	<u>2324</u>
Article 4.3.1 - Accrual of Annual Leave	<u>2324</u>
Article 4.3.2 - Regular use of Annual Leave	<u>2425</u>
Article 4.3.3 - Annual Leave Conversion and Cash-In	<u>2627</u>
Article 4.4 - Cash Value of Accrued Leave	<u>2627</u>
Article 4.5 - Bereavement Leave	<u>2728</u>
Article 4.6 - Blood Donation Leave	<u>2728</u>
Article 4.7 - Court Leave	<u>2728</u>
Article 4.8 - Military Training/Duty Leave	<u>2828</u>
Article 4.9 - Injury Leave	<u>2930</u>
Article 4.9.1 - Eligibility	<u>2930</u>
Article 4.9.2 - Period of Eligibility	<u>2930</u>
Article 4.9.3 - Light Duty	<u>2930</u>
Article 4.9.4 - Medical Appointments	<u>3030</u>
Article 4.9.5 - Health and Insurance Benefits	<u>3034</u>
Article 4.9.6 - Waiting Period	<u>3034</u>
Article 4.10 - Leave Without Pay	<u>3034</u>
Article 4.10.1 - Requirements	<u>3134</u>

14.B.

Article 4.10.2 - Replacement of Employee on Leave Without Pay	3132
Article 4.11 - Programmed Leave Without Pay	3132
Article 4.12 - Family Leave	3232
Article 4.12.1 - Family Leave Requirements	3232
Article 4.12.2 - Coordination with Other Leave	3233
Article 4.12.3 - Benefit Entitlement	3233
Article 4.12.4 - Replacement of Employee on Family Leave	3233
Article 4.13 - Unauthorized Absences	3333
ARTICLE 5 COMPENSATION	3435
Article 5.1 - Wage Rates	3435
Article 5.2 - Starting Rate on Initial Employment	3435
Article 5.3 - Overtime Pay	3536
Article 5.3.1 - Overtime	3536
Article 5.3.2 - Solid Waste Services Overtime Rotation	3637
Article 5.4 - Shift Differential	3637
Article 5.5 - Service Recognition and Performance Step Programs	3737
Article 5.5.1 - Service Recognition	3738
Article 5.5.2 - Performance Step Program	3738
Article 5.6 - Standby	3940
Article 5.7 - Wait Time	3940
Article 5.8 - Travel Pay	4040
Article 5.9 - Deductions from Pay	4040
Article 5.10 - Guaranteed Relief	4040
Article 5.11 - Reclassification Request	4041
Article 5.12 - Pay Day and Pay Time	4041
Article 5.13 - Errors in Pay	4141
Article 5.14 - Mid-Term Classification Changes	4242
Article 5.15 Call-Out pay	
ARTICLE 6 BENEFITS	4343
Article 6.1 - Health & Welfare Program	4343
Article 6.1.2 - Health Promotion	4544
Article 6.1.3 - Employee Assistance Program	4545
Article 6.1.4 - Health Care Reform	4545
Article 6.2 - Savings Plan	4645
Article 6.3 - Retirement	4645
Article 6.4 - Pre-Tax	4746
Article 6.5 - Change in Contributions to Wages and/or Benefits	4746
ARTICLE 7 DISCIPLINE AND RESOLUTION OF DISPUTES	4847
Article 7.1 - Discipline	4847
Article 7.1.1 - Discipline and Termination of Employment	4847
Article 7.2 - Grievance Defined	4948
Article 7.3 - Grievance Procedure	5049
Article 7.3.1 - Step One	5149
Article 7.3.2 - Step Two	5150
Article 7.3.3 - Step Three	5150
Article 7.3.4 - Arbitrability	5250

14.B.

Article 7.3.5 - Selection of the Arbitrator	5250
Article 7.3.6 - Authority of the Arbitrator	5254
Article 7.3.7 - Service	5254
Article 7.3.8 - Existing Grievances	5254
Article 7.3.9 - Personnel Files use in Arbitration	5354
ARTICLE 8 WORK RULES	5452
Article 8.1 - Safety	5452
Article 8.2 - Protection of Municipal Property	5553
Article 8.3 - Handtools	5553
Article 8.4 - Lockers	5654
Article 8.5 - Uniforms, Special Clothing, and Required Safety Footwear	5654
Article 8.6 - Access to MOA Property	5754
Article 8.7 - Revocation of License	5755
Article 8.8 - Health & Safety Award	5755
ARTICLE 9 MISCELLANEOUS PROVISIONS	6057
Article 9.1 - Educational Incentive	6057
Article 9.2 - Union Training Program	6057
ARTICLE 10 SCHEDULING	6158
Article 10.1 - Scheduling By the Municipality	6158
Article 10.1.1 - Department Seniority	6158
Article 10.1.2 - Port Maintenance Journeyman Designated Mechanic Seniority	6158
Article 10.1.3 - Merrill Field Weekend Rotation Schedule	6158
Article 10.2 - Rest Breaks and Meal Breaks	6259
Article 10.3 - Travel	6259
Article 10.4- Show up Guarantee	6259
ARTICLE 11 CLASSIFICATIONS AND WAGE SCHEDULES	6360
Article 11.1 - Classifications	6360
Article 11.2 - 2019 Wage Schedule	6464
Article 11.3 - 2021 Wage Schedule	6564
Article 11.4 - 2022 Wage Schedule	6664
Article 11.5 - Master Mechanic Certification Program	6662
Article 11.6 - Master Mechanic Reimbursement	6762
ARTICLE 12 TERMS OF AGREEMENT, RENEGOTIATION	6964
Article 12.1 - Effective Date and Duration	6964
Article 12.2 - Renegotiation	6964
ACKNOWLEDGEMENT AND CERTIFICATION	7065

**ARTICLE 1
PREAMBLE**

This Agreement is made and entered into by and between the Municipality of Anchorage, hereinafter referred to as the "Municipality" or "MOA" and the International Union of Operating Engineers, Local 302, hereinafter referred to as the "Union."

**ARTICLE 2
GENERAL PROVISIONS**

Article 2.1 - Purposes of Agreement

The purpose of this Agreement is to set forth the negotiated wages, hours and other terms and conditions of employment for Union represented employees, to promote the settlement of labor disagreements by conference, to provide for the resolution of unsettled grievances under this Agreement by binding arbitration, to prevent strikes, and lockouts, to eliminate avoidable delays and excessive or unnecessary costs and expenses, and generally to encourage a spirit of helpful cooperation between the MOA and its employees and the Union to their mutual benefit.

Article 2.2 - Scope of Agreement

This Agreement shall cover all facilities operated by the MOA during the term of this Agreement or any extension thereof using Union represented MOA employees and all operations and work conducted during the term of this Agreement or any extension thereof by Union represented employees of the MOA.

Article 2.3 - Definitions

Article 2.3.1 - Agency Head

Agency Head means a department director or general manager or any of their designees.

Article 2.3.2 - Appointment

Appointment means those methods by which a qualified person is designated to fill a specific vacant position.

Article 2.3.3 - Department

The term department shall mean the departments listed in AMC 3.20. A department may also be called an agency.

Article 2.3.4 - Director

As used in this Agreement, Director shall mean the Director of Human Resources or designee.

Article 2.3.5 - Division

As used in this Agreement division shall mean the next largest sub-unit within a department, which is identified as such on the official organization chart of the department.

Article 2.3.6 - Emergency or Emergency Situation

If not otherwise defined in this agreement or Municipal law, in which the term is used, emergency or emergency situation shall include a natural disaster, act of violence, or an occurrence, event or situation which causes or has the immediate potential for causing death or serious injury to persons or destruction or significant damage to property or the physical environment to such an extent that extraordinary actions should be taken to insure the public safety and welfare or protect property or the physical environment.

Article 2.3.7 - Immediate Family

Except as defined in Federal, State or Municipal laws, in this Agreement, immediate family shall mean the employee's spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, grandmother, grandfather, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or step-relationship for those family members listed above, person for whom the employee has been appointed as legal guardian, or other family members who reside permanently with the employee. Child means the employee's biological, adopted, or foster child, stepchild, or legal ward.

Article 2.3.8 - Merit Anniversary Date

Merit anniversary date means the day of the month following completion of the probationary period.

Article 2.3.9 - Night Shift

A shift in which the majority of hours fall between 6:00 p.m. and 6:00 a.m.

Article 2.3.10 - Probation

Status of an employee for a period of one hundred eighty (180) calendar days following the date of initial hire/rehire or initial employment in a different classification.

Article 2.3.11 - Full-Time Employee

An employee normally scheduled to work forty (40) hours during the workweek.

Article 2.3.12 - Seasonal Employee

Seasonal Employees perform work for a period of time, not to exceed six (6) months in seasonal duration with an option to extend up to two (2) months with agreement of the union. Such agreement will not be unreasonably withheld. Seasonal Employees perform work associated with the events of a particular season of the year.

Article 2.3.13 - Section

14.B.

Section as used in this Agreement shall mean a subdivision of a division, as shown on the official organization chart of the department, which contains work units.

Article 2.3.14 - Swing Shift

A shift in which the majority of hours fall between at 3:00 p.m. and 3:00 a.m.

Article 2.3.15 - Temporary Employee

Temporary employees are additional employees hired to augment the workforce whenever the workload temporarily creates a requirement for additional help, or in the event of an emergency or unanticipated situation, or to relieve regular employees during absences. Temporary employees may be used to fill full-time regular or temporary positions. The MOA shall not use temporary employees to circumvent the need for regular full-time employees.

Article 2.3.16 - Work Day

A twenty-four (24) hour period during which an employee is scheduled to work.

Article 2.13.17 - Work Unit

Work unit as used in this Agreement shall mean a separately identifiable group of employees within a section that work together as a unit.

Article 2.3.18 - Work Week

A fixed period of 168 hours (7 consecutive 24 hour periods) commencing at 12:00 a.m. on Monday and ending at 11:59 p.m. on Sunday for 5/8 and 4/10 schedules. For other schedules, different start/end days and times may be used.

Article 2.3.19 - Regularly Scheduled Shift

The work schedule and shift (days and hours) that an employee is assigned based on their shift bid per this Agreement.

Article 2.4 - Applicability of Personnel Rules Ordinance

To the extent where there is a conflict between this Agreement and the Personnel Rules (AMC 3.30) in effect at the commencement of negotiations of this contract, the provisions of this Agreement shall prevail. In the event this Agreement is silent or no conflict exists the Personnel Rules will be applicable. In the event that this Agreement and the Personnel Rules are both silent, the parties agree to meet and confer.

Article 2.5 - Recognition

The MOA recognizes the Union as the sole and exclusive collective bargaining representative of the employees of the MOA who are employed in a classification set forth in this Agreement.

Article 2.6 - Non-Discrimination

It is hereby agreed that there shall be no discrimination by the MOA or the Union against any employee for any reason prohibited by law. Both the Municipality and the Union shall bear the responsibility for complying with this provision. Further, the Municipality is committed to positive, practical efforts in employment, promotion, and administration of personnel actions to ensure equal employment opportunity to all represented employees at all job levels. The Union recognizes and supports that commitment. The remedy for violations outside of this Agreement are as prescribed by law.

Article 2.7 - Gender

All reference to employees in this Agreement designates both sexes, and wherever the male gender is used, it means both female and male employees.

Article 2.8 - Plurality

Unless the context of this Agreement clearly requires a different interpretation or construction, all references to the singular shall also include the plural and vice-versa.

Article 2.9 - No Strike, No Lockout

This Agreement is a guarantee by all parties that there will be no strikes, lockouts, work slowdowns or stoppages, picketing or other voluntary unauthorized work disruptions during the life of this Agreement. The Union further agrees not to sanction, aid, abet, encourage such activity during the life of this Agreement, and to undertake all reasonable means to prevent or terminate any such activity.

Article 2.10 - Management Rights

Except as otherwise expressly provided in this Agreement, it is the right of the Municipality acting through its agencies to determine the standards of service to be offered by its agencies; determine the standards of selection for employment and job performance; direct its employees; take disciplinary action for just cause; maintain the efficiency of governmental operations, determine the methods, means, and personnel by which government operations are to be conducted; take all necessary actions to carry out its organization and the technology of performing its work; require overtime; determine and enforce levels of productivity; establish and enforce work rules, policies or regulations required by federal or state law or court order; and take or direct any necessary actions in emergency situations, as defined in the Collective Bargaining Agreement.

Article 2.11 - Employee Representative Rights

Article 2.11.1 - General Rights

The parties acknowledge and agree that the Union has the right and obligation to fairly and diligently represent the legitimate employment interests of MOA employees who are members of the bargaining unit covered by this Agreement. The MOA agrees that it will not interfere with the Union and MOA employees. The MOA recognizes the right of a union to discipline members for violation of any union laws, rules or agreements. The Municipality agrees that it will not in any manner, directly or indirectly, attempt to interfere between any employees and the Union, and that it will not in any manner restrain or attempt to restrain any employee from belonging to the Union or from taking an active part in union affairs, and that it will not discriminate against any employee because of union membership or lawful union activity. No worker shall be discriminated against for upholding union principles or for serving on a committee, and shall not lose their position or be discriminated against for this reason. Any employee appointed or elected to office in the Union which requires all of their time shall not lose their established seniority with the MOA (seniority frozen) and shall be granted a leave of absence without pay for the duration of the term of office upon application. The MOA need not preserve the employee's position and will be obligated to return the employee only to a position in the department in which the employee was employed which is vacant and equal to or less than the position, which the employee vacated, and for which the employee is qualified. The right to return to a vacant position shall last for two (2) years from the commencement of the leave and shall be subordinate to any employment preference applicable to the position.

Article 2.11.2 - Union Membership

- A. All employees covered under the terms of this Agreement who are not already Union members may make application to join the Union as a full member or become an agency fee-payer.
- B. A shop steward or business representative will be notified of all hired or re-hired bargaining unit members and will be allowed to meet with all such employees up to sixty (60) minutes during regular work hours within ten (10) calendar days of hire or rehire. Such meetings will be on paid time and will not require the use of leave. In cases when there are multiple employees hired or rehired in the same pay period, the Union will make every effort to meet with the employees as a group and not individually for a maximum of sixty (60) minutes.

Article 2.11.3 - Dues Check Off

The MOA will deduct from the wages of those employees who have signed a dues check off authorization form. The dues check off authorization form must authorize the deduction of dues and must include the employee's name, last four digits of the employee's Social Security number, date, and signature. The MOA will deduct on a bi-

14.B.

monthly basis, the regular dues and initiation fees authorized by the employee to the Union as certified by the secretary of the Union. Such authorization shall be revocable as specified in the authorization. The MOA shall forward such dues and initiation fees to the Union by the fifteenth (15th) day of the month following the month in which said dues are checked off. The MOA shall use reasonable care in checking off and forwarding said dues and initiation fees but shall not be liable for any failure to do so other than an intentional, bad faith failure to forward said dues and initiation fees. The Union assumes all obligations and responsibility for the continued membership of their members and the collection of their dues.

Article 2.11.4 - Stewards

The Union may appoint such stewards as are set forth below. All stewards shall be working stewards. As scheduled by management, a steward may spend a reasonable amount of time during working hours attending to union business within the department. The duties and activities of the shop steward shall include handling of complaints and grievances and administration of the Agreement. For these duties the shop steward's wages will be borne by the MOA and the hours worked in this capacity will be counted as hours worked for determining overtime eligibility. Stewards must document the time spent on union business on their timecards. The Union shall reimburse the Municipality for any payments made by the Municipality to a municipal employee for time spent performing services primarily for the Union and the Union representatives employed by the Municipality will maintain accurate time records which reflect the performance of such services. Shop stewards may use union leave, annual leave, or leave without pay (if union leave and annual leave have been exhausted), not to exceed two (2) days each year for training purposes with prior approval of the agency and the Human Resources Director. Where there is more than one shop steward in a location, the Union shall designate one steward as lead.

Recognized Stewards as listed:

Port of Alaska	One Steward
Merrill Field	One Steward
Street Maintenance	Three Stewards at Kloop Station
Solid Waste Services	Two Stewards

Article 2.11.5 - Visits to Municipal Work Location

Non-employee Union representatives may visit only those MOA facilities or work locations occupied by employees, which the Union represents, and only on official business. Only Union business representatives may visit MOA property during working hours. Non-employee Union representatives may not visit such locations in connection with union elections or other internal union affairs. With regard to each visit, the Union must provide the Agency Head, which controls the location with reasonable advance notice of intent to visit and the notice must specify the reason for the visit. The visit may not interrupt, distract or interfere with the work of employees. The Agency Head may refuse to consent

14.B.

to the visit if it would unduly interfere with the work of employees or activities of the department or agency, or terminate the visit if it interferes with the work of employees or activities of the department or agency. If the visit is refused, the Agency Head must reschedule the visit at the earliest convenient time. Union representatives may conduct meetings on MOA premises only with the consent of the Agency Head and only with regard to official business affecting the MOA, its employees and the Union. Union representatives may conduct meetings of MOA employees during employee working time only with the express consent of the Agency Head whose employees would be affected.

Article 2.11.6 - Administrative Notification

The Union shall be notified in writing of any Municipal directive, memorandum, rule or regulation, which cover or affect areas, covered by this Agreement or which affect any group of employees working under this Agreement. The Union business representative shall be given adequate notice by the MOA prior to the time that any committee defined by this Agreement is convened.

Article 2.11.7 - Bulletin Boards

The MOA shall provide bulletin boards and/or space on existing bulletin boards as reasonably requested by the Union.

Article 2.11.8 - Union Leave Bank for Union Business

The Union has the right to maintain a Union leave bank through donations of annual leave from Union employees. The use of Union leave shall be at the sole discretion of the Union. Authorization for the use of Union leave shall be by the Union's Business Manager or designee in writing. The Union shall identify such designee(s) in writing. Time off on Union leave shall be scheduled with the employees' supervisor.

The Municipality will maintain a Union Leave Bank to be managed by the Union. The account will be funded automatically by the Municipality in the amount of two (2) hour of annual leave from every regular union member on the second full pay period in January of each year. No deductions will be made in years in which the bank balance is in excess of 1000 hours. Granting of union leave will only require approval of the Union. The Municipality will incur no additional cost as the result of union leave usage. At the request of the Union, the Municipality will provide an accounting of the leave balance in the bank.

Article 2.11.9 - Jurisdictional Disputes

Disputes which arise between the Union and another Municipal union concerning representation of employees may be presented by the Union(s) to the Employee Relations Board for resolution.

Article 2.12 - Exclusive Nature of Agreement

14.B.

This Agreement shall constitute the sole and entire agreement between the parties replacing, superseding and revoking all prior understandings, agreements, side letters, memorandums of understanding, administrative agreements, workplace policies, and practices. Nothing in this Article shall relieve the parties of their legal obligation to bargain in good faith with respect to mandatory subjects of bargaining under law.

Article 2.13 - Amendment of Agreement

This Agreement may be amended at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment and be executed in the manner required by AMC 3.70.130.

Article 2.14 - Separability and Savings

Should it be determined by a court of competent jurisdiction that any article of this Agreement is not in conformity with any applicable law, the parties shall meet and such Article or portion thereof shall be suspended and amended to conform to the law. This Article shall not apply so long as appeal to a higher court of competent jurisdiction is in process.

Article 2.15 - Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected by the consolidation, merger, or change of ownership or management, of either party to this Agreement. This Agreement shall not be affected by any geographical relocation of the place of business of either party hereto.

Article 2.16 - Productivity

The overriding consideration in the establishment of productivity standards is an honest day's work for an honest day's pay. Since the issue of assuring the community that they are receiving the best services for their tax dollars is of critical interest to both management and labor, labor recognizes that the establishment of such productivity improvements is the right and obligation of management. The Union will be informed in advance of any proposed change in productivity standards and given the opportunity to discuss the proposed change(s) with the MOA prior to implementation.

Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. Work procedures, schedules and assignments or any other means of increasing productivity may be established and/or revised from time to time at the discretion of the Municipality so long as no right guaranteed employees under this Agreement is violated.

Article 2.17 - Contracting Out

14.B.

For the purposes of this Article, "contracting out" shall mean the procurement of goods and/or services by the MOA or any agency thereof from sources other than municipal employees. The Union recognizes that the Municipality has statutory and charter rights and obligations in contracting for matters relating to Municipal operations. The right of contracting or subcontracting is vested in the Municipality. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members. The Municipality further agrees that it will not lay off any employees of an agency, who have completed their probationary periods and have regular employee status, because of the exercise of its contracting or subcontracting rights within that agency.

Article 2.18 Meet and Confer

The parties agree that they will meet and confer in good faith at reasonable times and places concerning this Agreement and its interpretation or any other matter of mutual concern to employee representatives and the MOA. The parties further agree that any party to this Agreement may request, in writing delivered to the other party, that the parties confer within fourteen (14) calendar days after the date of delivery of the request, which request shall specify the matter to be discussed. Union requests to meet and confer shall be delivered to the MOA Director of Human Resources. MOA requests to meet and confer shall be directed to Union. The Union and the MOA Director of Human Resources may designate who their respective representatives shall be at the meet and confer sessions. A refusal to meet and confer in response to such request shall be a violation of this Agreement. There shall be no obligation on the part of any party to reopen, modify, amend, or otherwise alter the terminology or interpretation of this Agreement, or to make any other agreement as a result of any such conferences, nor shall the requirement for such conferences alter the rights or obligations of the parties under this Agreement. The parties recognize that the success of the MOA in conducting the affairs of government and the job security of MOA employees and effective administration of this Agreement depends upon mutual cooperation and frequent and effective communication among all parties. To these ends, the MOA and the Union fully encourage and pledge themselves to friendly and cooperative relations at all levels and among all employees, whether or not covered by this Agreement.

Article 2.19 - Provisions of Seasonal Employees

- A. Seasonal Employees are subject to Article 2.11.2, Union Membership and Article 2.11.3, Dues Check Off.
- B. Seasonal Re-Hire. Absent an unsatisfactory performance rating, Seasonal Employees will have preferential opportunity for subsequent seasonal employment in the same department and classification if the seasonal vacancy exists in the following season. Re-hire of Seasonal Employees can be accomplished directly between the MOA and the re-hire candidate by name request through the Union hiring hall.

14.B.

- C. Grievances. Seasonal Employees may file grievances up to and including Step Two in the grievance process. If necessary, seasonal employees may utilize mediation to resolve disputes after exhausting the grievance process except for disputes involving discipline and termination. Cost of mediation will be split evenly between the Municipality and the Union.
- D. Initial Wage Rate. The Agency Head with the approval of the Director, may request a Seasonal Employee to start a higher step based on the applicant's exceptional experience and/or training or recruitment difficulties that warrant consideration of advance step placement.
- E. Wage Step Progression. Seasonal Employees will advance from step to step upon completion of one hundred and eighty (180) calendar days thereafter, provided there is no break in service longer than one (1) year.
- F. Seasonal Leave. Seasonal employees shall accrue non-cashable leave at a rate of two (2) hours per pay period prorated for actual hours paid based on an 80-hour pay period. Accrued seasonal leave expires with the termination of seasonal employment. However, when a seasonal employee accepts a regular position and there is no break in service, any unused non-cashable leave shall be carried forward to the regular position.
- G. Holidays. Seasonal Employees are entitled to recognized municipal holidays as provided in this Agreement so long as the employee works the normally scheduled work day immediately before and after the holiday. Seasonal Employees are not entitled to the floating personal holiday.
- H. Other Provisions of the Agreement. Seasonal Employees are eligible for overtime, and shift differential as specified in Article 5. Seasonal Employees are eligible for additional work assignments in accordance with Article 3.8. Seasonal Employees are specifically excluded from participation in all other provisions of the Collective Bargaining Agreement between the parties unless expressly enumerated in this Article.
- I. Seniority. If Seasonal Employees are hired directly into a regular fulltime position without a break in service, seniority shall begin as of their most recent hire date.
- J. Union Retirement Fund. The Municipality shall contribute ~~seventy-five~~ninety-five cents (~~\$0.75~~\$0.95) per hour compensated to the Locals 302 and 612, of the International Operating Engineers-Employers Construction Industry Retirement Fund on behalf of all Seasonal Employees subject to the provision of the Plan. Effective January 1, ~~2023~~2020 the Municipality will increase the contribution to ~~eighty-cent~~one dollar (~~\$0.80~~\$1.00) per compensable hour. ~~Effective January 1, 2022 the Municipality will increase the contribution to ninety-five cents (\$0.95) per hour.~~

14.B.

- K. Probation does not apply to a seasonal position. Seasonal Employees are subject to summary removal. The MOA shall be the sole judge of a worker's ability, qualifications, competence, and performance.

Article 2.20 - Provisions of Temporary Employees

- A. Length of Temporary Employment. A Temporary Employee may be hired for a period not to exceed six (6) months in any twelve (12) month period; whether or not the time is continuous.
- B. Extension of Temporary Employment. The duration of a temporary employee's employment may be extended for an additional ninety (90) days when the Director of Human Resources determines and the Union agrees that exceptional circumstances exist. Agreement by the Union shall not be unreasonably withheld; for example under such circumstances where a temporary employee was hired for a specific project and for unforeseen reasons the project cannot be completed within the six (6) month period.
- C. Temporary Hire Process. The Municipality agrees to hire Temporary Employees in accordance with Article 3.
- D. Other Provisions of the Agreement. Temporary Employees shall be paid the hourly wage rate for the classification in which they are working. Temporary employees are eligible for overtime and shift differential as specified in Article 5. Temporary Employees are eligible for additional work assignments in accordance with Article 3.8. Temporary Employees are specifically excluded from participation in all other provisions of the Collective Bargaining Agreement between the parties unless expressly enumerated in this Article.
- E. Temporary Employees are subject to Article 2.11.2, Union Membership and Article 2.11.3, Dues Check Off.
- F. All temporary employees shall be paid at Step two (2) within the appropriate classification pay grade.
- G. Probation does not apply to an appointment to a temporary position and an employee so appointed is subject to summary removal for any reason or for no reason. The MOA shall be the sole judge of a worker's ability, qualifications, competence, and performance.

**ARTICLE 3
EMPLOYMENT**

Article 3.1 - Types of Positions

The different types of positions are regular, temporary, and seasonal.

Article 3.2 - Filling Vacant Positions

Vacant positions will be filled by legally mandated placement or reinstatement, transfer or demotion in lieu of layoff, recall from layoff, seasonal recall, hire/rehire, promotion, transfer, demotion, or demotion for disciplinary reasons. Positions shall be filled as legally mandated or by the most qualified applicant as determined by the Municipality.

Article 3.3 - Position Vacancy Announcements

- A. Contents: When recruiting for a vacant position, the position vacancy announcement shall include the classification title, pay grade and salary, description of the work to be performed, minimum qualifications, and other relevant information.
- B. Advertising: The MOA shall give priority consideration to internal applicants first and then to Union referred applicants. Position vacancy announcements shall be advertised as follows:
 - 1. Union Dispatch: The Union shall maintain a hiring hall and refer qualified applicants to the MOA when requested. The MOA agrees to use the hiring hall to obtain qualified workers necessary to fill classifications covered by this Agreement.

When the MOA requests qualified applicants from the Union, the Union shall have forty-eight (48) hours (excluding Saturday, Sunday, and recognized holidays) to refer qualified applicants to the MOA. Referred applicants will be required to complete the MOA's on-line application. After confirmation that the applicant meets the minimum qualifications and MOA requirements, the applicants will be forwarded for interview (and any required testing) to the Agency Head.

- 2. Concurrent Advertising: In an effort to maximize efficiencies, the MOA may advertise position vacancies internally and concurrently with the Union and other external sources. The MOA may consider other applicants only if all internal and Union referred applicants have been rejected. The agency shall not be provided other applicants until internal and union referral applicants have been rejected.

14.B.

- C. The Municipality shall furnish to the Union, each month, the name(s) of any employees hired, promoted, or demoted, the classification and date of hire or change in status. All employees hired by the Municipality, regardless of the source of the referral, must provide the Municipality with a dispatch from the Union prior to the employee's start date.

Article 3.4 - Applicant Examination

- A. Eligibility: To be eligible for consideration, applicants must apply during the advertised recruitment period, meet the minimum qualifications and pass any job related examinations.
- B. Disqualification: The MOA retains the right to reject any job applicant. Should the MOA reject any applicant, the reason shall be given in writing to the Union upon request. Applicants may be disqualified by the Director for the following, but not limited to:
 - 1. Did not apply during the recruitment period;
 - 2. Does not meet the minimum qualifications for the posted position;
 - 3. Application is incomplete or inaccurate;
 - 4. Is ineligible for hire/rehire by the MOA;
 - 5. Convicted of any crime involving moral turpitude within the last seven years;
 - 6. For positions that require driving, not meeting the minimum standards for driving convictions;
 - 7. The employee's overall evaluation within the last 12 months was not at least satisfactory; and/or
 - 8. Disciplinary action (other than an oral reprimand) within the last 12 months from date of acceptance of position.

Article 3.5 - Preference for Selection

In descending order, priority in filling vacant positions is as follows:

- A. Legally mandated placement or reinstatement
- B. Transfer or demotion in lieu of layoff
- C. Recall from layoff, within two years

D. Demotion for disciplinary reasons

E. Transfers

F. Promotions

G. Hire or rehire

Article 3.6 - Selection

Only the Director shall make offers of employment (hire/rehire, recall from layoff, seasonal recall, transfer, promotion, or demotion).

Article 3.7 - Probation

A. Duration

1. Hire or Rehire. Employees who are hired or rehired into regular positions shall be subject to a probationary period. The probation period is one hundred and eighty (180) calendar days.
2. Transfer. When an employee transfers to a position in the same agency in the same classification, no probationary period shall be served. Employees transferring to a different classification at the same pay grade in the agency shall be required to serve a one hundred and eighty (180) calendar day probation period. An employee who has not completed their probation shall complete the one hundred and eighty (180) calendar day probation in the new position. Employees who transfer to a position in a different agency shall be required to serve a one hundred and eighty (180) calendar day probation period.
3. Promotion. Employees who are promoted shall be subject to a probationary period. The probation period is one hundred and eighty (180) calendar days.
4. Demotion. Employees who are demoted shall be subject to a probationary period. The probation period is one hundred and eighty (180) calendar days. When an employee is demoted to a position in a classification where the employee previously held regular status, no probationary period shall be served, except in the case of demotion for disciplinary reasons.
5. Recall from layoff. Employees who have been recalled from layoff shall be required to complete any probation that was not completed prior to layoff. If the employee is recalled to a position in a classification that they have not previously held, a probation period shall be served. The probation period is one hundred and eighty (180) calendar days.

6. Reallocation of Position. The employee in a reallocated position, whether by reclassification or grade change, shall not serve a new probationary period and the merit anniversary date shall remain unchanged. In cases where the employee is on probation, they shall be required to complete the probation.

Status Upon Completion of Probation

Regular appointment to a position shall be made only upon satisfactory completion of the probationary period. The agency head shall complete a probationary evaluation that the employee has performed satisfactorily during the probation. A copy of the evaluation will be provided to the employee. Unless action is taken by the agency head to separate or demote the employee or to request extension of the probationary period prior to the end of the probation period, the employee shall attain regular status on the first working day following completion of the probationary period.

B. Probation Extension

The probation period of an employee may be extended one time for a period not to exceed ninety (90) calendar days at the option of the agency head and with prior approval of the Director. Notice of such extension and reasons for it shall be given in writing to the employee with a copy to the Union, prior to the end of the established probation period.

C. Probation Separation

If at any time during the probation period, the agency head determines the services of a new or rehired employee have been unsatisfactory, the employee may be separated from their position without right of appeal or grievance. Written notice of such dismissal shall be given to the employee. The Union shall be notified in the event of termination of the probationary employee's employment.

When it becomes clear that an employee serving a promotional probationary period is not performing adequately, the employee shall be so informed in writing with a copy to the Director, and consideration will be given to demoting to a position in the previous class, or in any other available bargaining unit position for which the employee is qualified, or lacking an open position, the employee's name will be entered on the recall from the layoff list for the position the employee held prior to promotion.

Article 3.8 - Types of Additional Work Assignments

- A. Working Out Of Class: Employee is temporarily performing work in a higher level classification within the bargaining unit.

14.B.

1. Regular employees shall have priority to work temporarily in higher level classifications before hiring seasonal employees.
 2. Employees who are temporarily assigned to perform work two (2) or more consecutive hours in a higher classification shall receive step one (1) in the higher classification or five (5) percent above their factored rate of pay whichever is greater. The employee's current base rate is utilized in determining if step (1) one in the higher classification is at least five (5) percent.
 3. Employees who are temporarily assigned to perform work in a lower classification shall be compensated at their factored rate of pay for all hours worked.
 4. Employees who are assigned work in a higher classification for training purposes shall not be entitled to additional compensation. Only employees who are the sole operator and their performance is not being monitored are eligible for additional compensation.
 5. The MOA shall assign an employee to perform the duties of working foremen or leadman when the regularly assigned working foreman or leadman is on leave or unavailable to perform their duty for at least two (2) hours, unless operational needs make the assignment unnecessary.
- B. Acting Assignment: Employee is temporarily assigned to act in a non-represented or executive level position.

When an employee is temporarily assigned to work two (2) or more consecutive hours in a non-represented or executive position they shall receive five (5) percent above their factored rate of pay.

Article 3.9 - Filling Vacancies

Positions may be filled by transfer, promotion, demotion, or recall from layoff rather than requesting a referral from the Union.

- A. Transfer. Transfer is the lateral movement from one regular position to another regular position in the same class, a different class, a parallel class at the same grade or the same pay grade without a break in service. Temporary and Seasonal employees may only transfer to other Temporary or Seasonal positions.
1. Voluntary. The employee may request a transfer to a vacant position within their agency or to a different agency. The employee shall submit a written request to their agency head. The agency head shall forward the request along with a recommendation to the Director for approval. The employee must meet the qualifications and if applicable, have an acceptable driving

14.B.

record for the position. When the employee is requesting a transfer to a different agency, the Director will consult with the agency head.

2. Involuntary. The employee may be transferred to a vacant position within their agency or a different agency for an operational need without the consent of the employee with the approval of the Director. The employee must meet the qualifications and if applicable, have an acceptable driving record for the position. The employee shall receive at least two weeks notice, unless good reason exists which prevents notice or the employee waives the notice.
- B. Promotion. Promotion is the advancement of an employee from a position in a lower salary grade. Whenever practicable and in the best interest of the MOA, positions shall be filled by promotion.
1. Promotion Factors:
 - a) Employees must apply during the recruitment period;
 - b) Employee must meet the qualifications and if applicable, have an acceptable driving record;
 - c) Successfully complete interview process and when applicable, pass job related examination(s); and
 - d) Length of service will be use if all other factors are equal.
- C. Demotion. Demotion is the movement of an employee to a position in a lower salary grade.
1. Voluntary. The employee may request to voluntarily demote into a position through a written request or through a recruitment effort. Employees must meet the minimum qualifications, have an acceptable driving record, and successfully complete any examinations and/or testing.
 2. Involuntary. The employee may be demoted as a result of disciplinary actions or in lieu of layoff.
- D. Recall from Layoff. Laid off employees shall have two (2) years recall rights within the agency from which they were laid off. Recall from layoff shall be in order of seniority. An employee who has been laid off may be recalled to a position at the same pay grade or lower grade from which they were laid off. The employee must meet the minimum qualifications and any pre-employment criteria of the position for which they are being recalled.
- E. Notice to Employee. The employee will be notified in writing of any changes in status including pay step, merit anniversary date, length of service date and requirement for serving a probationary period.

Article 3.10 - Seniority

14.B.

- A. Regular full-time employees shall be on a Municipal seniority list. This seniority shall be measured from the most recent date of hire or rehire date for an employee who remains continuously employed. This seniority is utilized for layoff and recall from layoff.
- B. The Municipality shall provide to the Union current seniority lists upon request. The lists will be posted by the Municipality at each department.
- C. If any employees share the same hire or rehire date, the tie shall be broken by applying the Union seniority tie-breaker formula in Appendix B.
- D. Seniority is terminated when the employee is no longer employed.
- E. Seniority will be re-established when the employee is recalled from layoff. The employee's seniority will be adjusted for the time period in which the employee was laid off.
- F. Seniority rights within the Union shall be preserved with no loss of time, if within six (6) months of the date of promotion to a supervisory position outside the bargaining unit the employee returns to the employee's former classification. During this period the employee must remain in good standing with the Union.

Article 3.11 - Layoff

- A. Layoffs may be necessary due to the following, but not limited to:
 - 1. Elimination of a position;
 - 2. Material change in the duties and/or qualifications of the position for which the employee lacks the necessary skills, knowledge or aptitude;
- B. **Layoff Procedure**

Employees who are being laid off shall receive at least two (2) weeks advance written notice. The Union shall receive advance notice. After notification of layoff the employee shall be provided the following options, in order:

- 1. The employee shall be offered a vacant position at the same pay grade within the agency for which the employee qualifies.
- 2. The employee may elect to bump an employee who has less seniority in the same classification within the agency.
- 3. The employee shall be offered a vacant position at a lower pay grade within the agency for which the employee qualifies.

14.B.

4. The employee may elect to bump an employee who has less seniority in a lower pay grade for which the employee is qualified within the agency.
5. The employee shall be offered another vacant position at the same or lower pay grade within the collective bargaining unit which may be available, if the employee meets the minimum qualifications for that position.
6. The employee may elect to be laid off.
7. If the employee is laid off or elects to be laid off, the employee may receive severance pay in lieu of the two (2) week notification period. The severance pay may be prorated based on the days and/or hours an employee may work in the layoff period.

C. Eligibility for Recall

1. An employee who is on a recall from layoff list shall be eligible for recall for two (2) years from the date of layoff. Acceptance of any regular position with the Municipality during the two years recall period shall satisfy the employees recall rights.
2. A laid off employee shall have recall rights to the agency from which they were laid off. The laid off employee is eligible to be recalled to the same pay grade or lower pay grade from which they were laid off. The laid off employee must meet the minimum qualifications and successfully complete any pre-employment requirements.
3. If a laid off employee is offered a regular position at the same pay grade and they decline the position, their recall rights shall end.
4. A laid off employee shall have preference over all applicants when filling regular positions as designated in Article 3.5.
5. Recall from layoff shall be in seniority order.
6. The laid off employee must maintain a current phone number and address with the Human Resources Department in order to preserve their recall rights. If a laid off employee fails to respond within five (5) working days of initially being contacted, all recall rights shall be relinquished. When the laid off employee is contacted, they shall report for duty within ten (10) working days or the MOA may consider extinguishing recall rights.

Article 3.12 - Evaluation of Employees

14.B.

Employees will be evaluated at the end of their probationary period and at such times thereafter as determined by the MOA. Evaluation of employees will not be conducted arbitrarily, capriciously or for unlawfully discriminatory purposes. The performance evaluation is not a disciplinary action under this Agreement and is not grievable or arbitrable under Article 7. The absence of a current performance evaluation shall create the presumption of satisfactory work performance.

Article 3.13 - Work by Non-Employees

The MOA may use the services of volunteers, without violation of this Agreement. The Union shall join the MOA in encouraging citizen involvement in the betterment of Anchorage. The MOA will notify the Union before volunteers are utilized. Volunteers will only be utilized to perform incidental bargaining unit work. The use of volunteers shall not directly cause the layoff of any bargaining unit member.

**ARTICLE 4
HOLIDAYS AND LEAVE**

Article 4.1 - Recognized Holidays

New Year's Day (January 1)
Martin Luther King, Jr. Day (third Monday in January)
President's Day (third Monday in February)
Seward's Day (last Monday in March)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday in November)
Day After Thanksgiving
Christmas Day (December 25)
One (1) Personal Holiday (Refer to 4.1.2)

Article 4.1.2 - Personal Holiday

Effective each January 1, regular full time employees shall receive eight (8) hours of non-cashable leave as a personal holiday.

The personal holiday has no cash value.

Article 4.2 - Holiday During Annual or Sick Leave

A recognized holiday occurring during an employee's annual or paid sick leave shall not be counted as a day of annual or sick leave.

Article 4.2.1 - Holiday Falling on a Regular Day Off

For employees scheduled to work on a Monday through Friday schedule, when a recognized holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. For these employees, when a recognized holiday falls on a Sunday, the Monday following shall be observed as the holiday. For employees working other than a Monday through Friday schedule, when the recognized holiday falls on the employee's first day off, the preceding, scheduled workday shall be observed as the holiday. When the recognized holiday falls on the employee's second day off, the following scheduled workday shall be observed as the holiday.

For employees working a modified work schedule (such as a 4/10 schedule), when the recognized holiday falls on the employee's first or second day off, the preceding, scheduled workday shall be observed as the holiday. When the recognized holiday falls

14.B.

on the employee's third day off, the succeeding scheduled workday shall be observed as the holiday.

Article 4.2.2 - Forfeiture of Holiday Pay

If employees are not in paid status for their entire shift on the last regular work day preceding such holiday and on the next regular work day following such holiday they shall forfeit their right to payment for such holiday.

Article 4.2.3 - Holiday Pay

- A. Except as modified by paragraph B below, full-time employees shall be paid eight (8) hours of pay at their factored rate of pay as holiday pay for each recognized holiday. Employees shall be paid holiday pay at their factored straight time rate of pay for their scheduled shift. If an employee's scheduled shift is a ten (10) hour shift, the employee will receive ten (10) hours of holiday pay.
- B. In addition to holiday pay, employees who perform work on their scheduled day on their observed holiday shall be paid at their factored straight time rate of pay.

Article 4.3 - Paid and Unpaid Time Off

The Municipality will provide eligible employees with reasonable periods of paid time off in accordance with the accrual schedules for annual and sick leave. Additionally, employees will be eligible for specified periods of paid time off for military duty, court duty, and bereavement leave for members of their immediate family. Under the conditions specified in this article, the Municipality may approve periods of unpaid time off to allow employees to meet personal, family, or medical needs. Temporary and seasonal employees are not eligible for cashable leave under any articles of this Agreement.

Article 4.3.1 - Accrual of Annual Leave

A. Annual Leave Accrual Rate

- 1. Full-time employees hired prior to July 1, 1991 shall accrue annual leave at the following rate:
 - 11+ years of service - 12.5 hours per pay period
- 2. Beginning the first full pay period on or after Assembly approval, full-time employees hired after June 30, 1991, shall accrue leave at the following rates:

Cashable Annual Leave

- 0 – 2 years of service - 6.15 hours per pay period

14.B.

3 – 5 years of service	-	6.77 hours per pay period
6 – 10 years of service	-	9.23 hours per pay period
11 + years of service	-	11.85 hours per pay period
20+ years of service	-	12.5 hours per pay period

3. If an employee is in a paid status for less than eighty (80) hours in a pay period then the above accrual rates shall be pro-rated based on actual hours paid.

If any change occurs in the length of the pay period, the accrual rate per pay period will be adjusted to result in the same annual accumulation rate as that stated above.

B. Annual Leave Accrual While on Leave

Leave accrues during the period of time an employee is on paid leave. Leave does not accrue while an employee is receiving Workers' Compensation time loss benefits or leave without pay.

C. Annual Leave Carry Over

Accrued and unused leave may be carried over from one year to the next for the purpose of accumulating an annual leave account, or reserve. ~~The year for accrued and unused leave usage shall be October 1 to September 30. The last full pay period in September a~~An employee may not carry over more than 480 hours of unused cashable annual leave as of the last full pay period in September. Any cashable annual leave amount over 480 hours that is not converted to sick leave will automatically be cashed out the last full pay period of September.

~~In order to transition from a calendar year to an October 1 to September 30 annual leave usage year, employees will be allowed to carry over 520 hours of unused cashable annual leave only for the year 2019.~~

D. Sick Leave Accumulation

Sick leave does not accrue separately, like annual leave, on a regular basis; it accumulates through conversion of excess of hours. ~~of~~Up to 80 hours of cashable annual leave may be converted to a cashable ~~to~~ sick leave account upon request from the employee before at the last full pay period of September beginning of October of each year. Non-cashable annual leave under this article cannot be converted to cash.

Article 4.3.2 - Regular use of Annual Leave

- A. An employee shall be allowed to use any amount of accrued leave at the time the employee desires that will not be detrimental to agency operations, as determined

14.B.

by the Agency Head. Agency Heads shall establish a vacation leave schedule no later than January and shall give consideration to total municipal service in determining such schedules within each work unit.

- B. Every year ~~(from October 1 to September 30)~~, full-time employees must take at least eighty (80) hours of annual leave which must be taken each year by the last full pay period in September. This limitation shall not apply to hired or rehired employees until the last full pay period in September of the second (2nd) year ~~(from October 1 to September 30)~~ following their date of hire or rehire. Seasonal employees who convert to a regular position, without a break in service, are exempt from this provision until the last full pay period in September of the second (2nd) year ~~(from October 1 to September 30)~~ following their date of conversion to a regular position. Employees who fail to take the full eighty (80) hours of annual leave shall be considered to have forfeited those hours to the Union Leave Bank. The difference between the hours taken and eighty (80) hours required to be taken shall be subtracted from the employees' annual leave accounts at the end of last full pay period in September and deposited in the Union leave bank.

~~In order to transition from a calendar year to an October 1 to September 30 annual leave usage year, employees will only be required to take at least forty (40) hours of annual leave only for the year 2019. The forty (40) hours of annual leave must be taken no later than the last full pay period in September. Employees who do not take at least forty (40) hours will forfeit those hours to the Union leave bank as outlined above.~~

It is the responsibility of the Agency Head to ensure that work is conducted and leaves are scheduled so that each employee shall have the opportunity to use leave.

- C. Whenever, in the opinion of the Mayor, it is not feasible or in the best interest of the service to grant earned leave to an employee, the Mayor may authorize exceptions to accumulation rules or cash in lieu of leave not to exceed eighty (80) hours in any year (between October 1 and September 30) providing the employee shall retain at least eighty (80) hours of leave.

D. Donation of Leave

An employee may donate cashable annual leave to a fellow employee who is qualified under the MOA's Leave Donation Program.

E. Leave Used for Travel Outside the State

Leave requests submitted for travel outside of the state shall be submitted by the employee no less than six (6) weeks prior to the scheduled date of travel. The employee shall designate on the leave request that travel outside the state is scheduled. Each leave request shall be processed as follows:

1. The Agency Head shall either approve or disapprove the requested leave not less than thirty (30) days before the schedule date of travel.
2. Except in case of emergency, if the Agency Head subsequently cancels leave previously approved for the purpose of travel outside the state, the MOA agrees to reimburse the effected employee for airline rescheduling fees in the pay period following the receipt of appropriate documentation.

Article 4.3.3 - Annual Leave Conversion and Cash-In

A. Cash-In

1. All hours of cashable annual leave in excess of 480, unless converted to cashable sick leave under Subsection (B) below, shall be paid to the employee in the next pay period following the last full pay period in September. The employee's factored rate of pay as of the last day in the last full pay period in September will be utilized for the leave cash-in rate.
2. Subject to the availability of cash and normal budgetary limitations, cash in lieu of accrued cashable annual leave may be obtained twice each calendar year by submitting a request in writing to the employees' Agency Head provided the employee retains at least eighty (80) hours of annual leave in the employee's annual leave account following cash payment.

B. Sick Leave Conversion

Upon the written request of the employee prior to the last full pay period in September, up to eighty (80) hours of excess cashable annual leave may be converted each year into a separate cashable Sick Leave Account which shall have a cash-in value upon separation.

C. Leave at Separation

Upon separation for any reason employees shall be entitled to all unused cashable leave balances. Any unused cashable leave shall be paid at the employees' factored hourly rate at time of separation. Non-cashable annual leave shall be forfeited upon separation.

Article 4.4 - Cash Value of Accrued Leave

- A. Annual leave has no cash value, except as provided in 4.3.3 while an employee remains actively employed.

14.B.

- B. Upon termination for any reason, employees shall be entitled to payment for their unused annual leave balance based on their factored rate of pay at the time of termination.
- C. Cashable sick leave available under 4.3.3 B shall be paid to employees based on the factored rate of pay at time of cash in or usage.
- D. Non-cashable annual leave cannot be converted to cash nor can it be used for leave donation purposes.

Article 4.5 - Bereavement Leave

A regular employee shall be granted three (3) consecutive working days of paid bereavement leave for a deceased immediate family member while in Alaska, or four (4) consecutive working days if travel out of state is required. Such leave shall not be deducted from the employee's leave account.

At the employee's request, annual leave may be approved for up to fourteen (14) additional calendar days to supplement the bereavement leave.

Article 4.6 - Blood Donation Leave

Employees shall be eligible for four (4) hours of paid time off per calendar quarter to donate blood, in accordance with the procedures outlined in MOA P&P 40-1.

Article 4.7 - Court Leave

- A. Employees called for jury duty shall be treated as being on approved paid court leave. Service in court when subpoenaed as a witness for the Municipality or to testify as an expert witness in a matter relating to their position with the Municipality or to testify in a matter directly related or as a result of their employment with the Municipality will be treated the same as being on approved paid court leave.
- B. An employee shall provide the agency head with a copy of a notice of call for jury duty immediately upon receipt by the employee. When excused or released from jury duty for the day, the employee shall return to work immediately, allowing for delay for the period of time reasonably necessary to travel to and from home to change into work clothing. Reasonably necessary paid time is not to exceed forty-five (45) minutes.
- C. Employees on swing or night shifts shall be assigned to a day shift during the period of time when required to call in for jury duty, while seated on a jury, or when subpoenaed.
- D. Employees shall be paid their factored rate of pay for any time they are scheduled to work and are required to report to jury duty.

Article 4.8 - Military Training/Duty Leave

- A. Any regular employee who is ordered to report to military training or active duty in the Army, Navy, Air Force, Coast Guard, Marine Corps, National Guard or organized military reserves of the United States shall be allowed up to fifteen (15) working days ~~leave of Military Leave~~ per calendar year for such purpose. ~~Military Leave shall not be deducted from employees' annual leave accounts. During such leave, the Municipality will recoup up to and equal to the amount that the employee is paid by the military unless the military pay is greater. In cases where the military pay is greater, the Municipality will recoup the amount the Municipality has paid the employee. Such military leaves shall not be deducted from accrued annual leave. Employees ordered to attend additional periods of military duty may take annual leave or leave without pay for such duty. When employees are order to report, employees can choose to use:~~

~~1. Military Leave — The difference between military leave paid by the Municipality and earnings received from the Military must be paid back to the Municipality (if amount the Municipality paid is greater). Employees who elect to use Military Leave will be paid in full for Military days taken, up to fifteen (15) days in a calendar year. When the employee returns to work, the employee is required to turn in an earnings statement from the Military to Central Payroll Services within thirty (30) days of returning to work. Any amount owed to the Municipality will be deducted from the employees' next paycheck. Once the employee elects to use Military Leave, the employees cannot change to a different type of leave (annual leave or military leave without pay) after returning from the employees' Military training or active duty;~~

~~2. Annual Leave — Is deducted from the employee's annual leave account; or~~

~~3. Military Leave without pay.~~

~~Employees ordered to report for additional periods (in excess of the fifteen (15) working days of Military Leave) for military training or active duty may use their annual leave or military leave without pay.~~

- B. Military leave without pay~~Active Duty~~.

1. An employee ordered to active military duty shall upon request be entitled to up to five (5) years of military leave without pay for the purpose of fulfilling the employee's military commitment.
2. An employee placed on military leave without pay under this subsection will:
 - a) Remain a Municipal employee;

14.B.

- b) Be reinstated in accordance with Article 3;
 - c) Have the opportunity to purchase health insurance in accordance with the health plan and federal and state law; and
 - d) May elect to use paid annual leave or elect leave without pay.
3. A reinstated employee shall be reemployed in such a manner as to give the employee such status in employment as the employee would have enjoyed if the employee had continued in that employment.
4. An employee placed on military leave without pay may be replaced by temporary or substitute employees, depending on the needs of the agency and the anticipated duration of the leave.
5. To the extent that an employee is guaranteed rights under federal or state law which exceed the benefits contained in this subsection, the applicable law will apply.

Article 4.9 - Injury Leave

Article 4.9.1 - Eligibility

Any regular employee shall be eligible for injury leave who (1) is injured in the scope of employment and is unable to fully perform the duties of the employee's job classification, and (2) receives time loss benefits under the Alaska State Workers' Compensation Act as a result of that injury. The employee shall provide the Municipality's worker's compensation administrator with all requested documentation.

Article 4.9.2 - Period of Eligibility

All injury leave, not including light duty, expires one (1) calendar year from the date of the original injury; however, the time the employee spends performing alternate duties (light duty) shall not be included in calculating the one (1) year period. At no time shall the employee perform light duty work for more than six (6) months. If an employee is unable to perform the duties of the employee's job classification with or without a reasonable accommodation for a qualifying disability under the Americans With Disabilities Act Amendments Act (ADAAA) within one (1) calendar year after the date of the original injury, not including any time working light duty the Director may terminate the employee. An employee shall not be eligible for injury leave or any light duty for any recurrences or exacerbation(s) of the original injury after the one (1) calendar year has elapsed, unless part of a reasonable accommodation for a qualifying disability as defined by the ADAAA.

Article 4.9.3 - Light Duty

An employee on injury leave who is unable to fully perform the duties of the employee's job classification may be required to perform modified or alternate duties if available and at the discretion of the Agency Head. The employee shall be capable and qualified to

14.B.

perform the assigned work. The employee shall be compensated at the employee's factored rate of pay. Employees may be assigned to work light duty.

Article 4.9.4 - Medical Appointments

An employee on light duty who is working full time is encouraged to schedule doctor's appointments during off hours. If an employee is unable to schedule injury related medical appointments during non-work hours, the employee shall be released from work for no more than four (4) hours per week, including travel time, for one (1) year from the date of the original injury. The employee shall not be charged leave for those four (4) hours per week. The employee shall return to work for the remainder of the shift following the medical appointment.

Article 4.9.5 - Health and Insurance Benefits

An employee who is on injury leave and receiving Workers' Compensation time loss benefits shall maintain health and insurance benefits. The employee shall be responsible to pay the employee portion of the employee's elected benefits.

Article 4.9.6 - Waiting Period

An employee may elect to use the employee's paid leave or leave without pay to satisfy the three day waiting period requirements of the Alaska State Workers' Compensation Act. During periods of time loss benefits the employee will be placed on worker's compensation leave without pay status.

Article 4.10 - Leave Without Pay

Leave without pay may be granted by the Director of Human Resources, or designee, upon request by the employee and recommendation of the Agency Head, and upon consideration of the particular needs of the employee and the department. Leave and benefits shall not accrue during leave without pay except as provided in this Article. The employer-employee relationship shall be maintained during a period of leave without pay, but no other compensation shall be paid by the Municipality.

Article 4.12 provides for family leave, which must be approved pursuant to AS 39.20.500-550 and Public Law 103-3. Additional periods of leave without pay directly following family leave may be requested by an employee and may be approved by the Director upon recommendation of the agency head. The periods of unpaid family leave will count toward the maximum periods of leave without pay available under this Article.

Leave without pay may be requested however, with the exception of military leave without pay, approved leave without pay may not exceed one hundred and eighty (180) calendar days during a rolling three hundred and sixty-five (365) day period, unless otherwise provided by law.

Article 4.10.1 - Requirements

The Director of Human Resources, or designee, may grant leave without pay to employees who request such leave when:

1. The employee has stated a legitimate reason to support the leave;
2. The agency certifies that the agency is able to perform adequately if the leave is granted;
3. The employee has exhausted paid leave accounts;
4. The initial leave is granted for no more than ninety (90) calendar days, with the possibility of one (1) extension for an additional ninety (90) calendar days upon the same conditions; and
5. For periods over thirty (30) consecutive days, the employee may be eligible to receive medical and life insurance benefits in accordance with the applicable Plan.

Article 4.10.2 - Replacement of Employee on Leave Without Pay

Employees on approved leave without pay may be replaced by temporary employees, depending on the needs of the agency and the duration of the leave without pay. Employees shall resume their positions upon completion of the approved leave without pay.

Article 4.11 - Programmed Leave Without Pay

- A. Requirements: If an agency head suspends the work performed by an employee for more than one (1) week, but no more than eight (8) work weeks in a calendar year, the employee may choose to be laid off pursuant to Article 3.11 of this Agreement, or to take programmed leave without pay, if that option is offered by the Director of Human Resources. An employee who is on programmed leave without pay may choose to use annual leave for any portion of that leave.
- B. Duration: No more than sixty (60) days of programmed leave without pay shall be available pursuant to any one suspension of work by an agency head.
- C. Benefits: An employee on programmed leave without pay shall continue to receive life and health insurance coverage, as determined by the Director of Human Resources but annual leave shall not accrue during that time.
- D. No Employee Replacement: No employee on programmed leave without pay shall be replaced at any time by reason of such leave, nor shall the work of the employee's position be assigned to another employee.

Article 4.12 - Family Leave

It is the policy of the Municipality to comply with the provisions of the Alaska Family Leave Act (AFLA) (AS 39.20.500-550) and the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3). Leave as described in FMLA, AFLA, or both is referred herein as family leave.

Article 4.12.1 - Family Leave Requirements

Family leave shall be granted to eligible employees in accordance with the requirements of FMLA and/or AFLA, except to the extent that other leave options provide a family leave benefit more generous to employees than FMLA and/or AFLA.

Article 4.12.2 - Coordination with Other Leave

- A. Employees requesting Family Leave shall first exhaust their eligible paid leave before utilizing leave without pay. However, at the employee's discretion, a maximum of forty (40) hours of accrued annual leave may remain in the employee's leave account.
- B. Occupational injury/illness leave may be considered family leave if it is a serious health condition that makes the employee unable to perform the function of the job.
- C. Employees who have exhausted their Family Leave may request leave without pay under the provisions of sections 4.11. The leave without pay may be requested by an employee and may be approved by the director upon recommendation of the agency head. The period of family leave will count toward the maximum periods of leave without pay available.

Eligible paid leave includes the following: Cashable annual leave, cashable sick, and non-cashable annual.

Article 4.12.3 - Benefit Entitlement

Health insurance coverage for employees on family leave shall be maintained on the same basis as such coverage is available to an employee who is actively at work during the first twelve (12) weeks in the measuring period. Employees on extended family leave under AFLA (beyond the twelve (12) weeks in the measuring period) may receive (or pay) for such health coverage in a manner prescribed by the Director.

Article 4.12.4 - Replacement of Employee on Family Leave

Employees on family leave may be replaced by temporary, seasonal or full-time employee(s) depending on the needs of the agency and the duration of the family leave. Employees shall resume their positions upon completion of family leave.

Article 4.13 - Unauthorized Absences

Any employee who is absent from duty shall report the reason to their first line non-represented supervisor and if applicable to the MOA's designated administrator of FMLA/AFLA as soon as possible. Unauthorized or unreported absences shall be reported as absence without pay, and may be cause for disciplinary action. An employee who has sustained an occupational injury/illness, and has not provided the MOA with the required report of injury or the medical certifications to be off work, is considered to be on unauthorized or unreported absence, except in cases of extreme emergencies or supervisory approval.

The Municipality, or its designee, may require the employee to provide a medical certification from their health care provider before returning to work if there is reason to believe malingering is suspected. An employee who falsely claims a medical use of personal leave is subject to disciplinary action.

ARTICLE 5 COMPENSATION

Article 5.1 - Wage Rates

Wages paid to employees shall be as specified in Section 11 to this Agreement. All employees will be compensated under a pay grade and step system.

The wages specified in Section 11 of this Agreement shall be adjusted during the life of this Agreement as follows:

- A. Effective the first full pay period ~~of on or after~~ January ~~2023, 1, 2024~~ the hourly wage rates shall reflect an increase of one and seven tenths percent (1.~~70~~%) as specified in Article 11.3.
- ~~B.~~ Effective the first full pay period ~~of on or after~~ January ~~2024, 1, 2022~~ the hourly wage rates shall reflect an increase of one and six tenths percent (1.~~60~~%) as specified in Article 11.4.
- ~~C.~~ Effective the first full pay period of January 2025, the hourly wage rates shall reflect an increase of one and seven tenths percent (1.7%) as specified in Article 11.5.
- ~~B-D.~~ Effective the first full pay period of January 2026, the hourly wage rates shall reflect an increase of one and seven tenths percent (1.7%) as specified in Article 11.6.

Article 5.2 - Starting Rate on Initial Employment

- A. Employees who are hired or rehired to any position shall be placed at the entrance pay step and advancement from the entrance pay step to the maximum pay step within a pay grade shall be by successive steps. Upon recommendation of the Agency Head, the Director may approve initial compensation at a pay step higher than the entrance pay step in the grade for the class when the needs of the service make such action necessary; provided that any such exception is based on the applicant's experience and ability over and above the qualification requirements specified for the class, or if a critical shortage of applicants exists. Such approval shall be made in writing prior to appointment.
- B. Upon satisfactory completion of any probationary period, the employee's entrance pay step shall be advanced one (1) increment to the next highest step in the pay grade for the class to which the employee's position is allocated. The probationary period may be extended and probationary increase withheld until successful completion of probation. Exceptions are:

14.B.

1. Where this Agreement specifies elsewhere that no probationary increase shall result; or
 2. Where employees are promoted, appointed, or reappointed at the maximum step.
- C. Advancement from step to step within a pay grade shall occur only on the merit anniversary date of the employee's employment in that classification or pay grade. The Director may, upon request from an Agency Head, authorize placement at a higher pay step. The Agency Head must provide evidence that such pay step placement is essential to retain an employee.

Article 5.3 – Overtime Pay

Employees shall be paid at one and one-half (1½) times their factored hourly rate of pay for overtime worked at the direction of the Municipality, unless a higher hourly rate of pay is required by law. There shall be no pyramiding of overtime.

Article 5.3.1 – Overtime

A. Policy

Overtime may be worked only when scheduled and directed by the Municipality. All hours worked outside of an employee's regularly scheduled shift shall constitute overtime.

B. Overtime Rotation

Where the requirement to work overtime can be reasonably anticipated and scheduled, such overtime shall initially be offered on a rotating basis to qualified employees who have signed a volunteer list by classification at each work unit. The rotating volunteer list will be made available upon request. If an employee who is on leave, for their entire regularly scheduled work week, is not offered overtime during that work week it will not be considered a violation of this section. Seasonal and Temporary employees will be placed at the bottom of the list in order of seniority.

Where necessary to maintain crew integrity, overtime shall initially be offered on a rotating basis to qualified employees by classification within each crew in order of seniority. Management shall determine if an employee is qualified. If an employee who is on leave, for their entire regularly scheduled work week, is not offered overtime during that work week it will not be considered a violation of this section.

14.B.

If no individuals accept the overtime then a qualified employee shall be assigned on a rotating basis in inverse seniority within the crew in which the overtime occurs.

Undesired overtime shall be assigned on a rotating basis in inverse order by seniority by classification. The Municipality's obligation in assigning overtime off the volunteer list is limited to calling and/or texting the employee at a single contact number, which has been provided by the employee. An employee on leave or at work shall not lose their position on the voluntary overtime rotation list. Overtime work, which is continuous with the regular work assignment, need not be separated from the assignment. For overtime in emergency situations, preference shall be given to qualified employees on the volunteer list. If no individuals are available, qualified employees shall be assigned by the employer, as necessary.

C. Exception Shifts

Shifts consisting of more than ten (10) hours in a workday, and exceptions to the above-referenced rules regarding the mandatory payment of overtime, may be established by mutual agreement of the parties.

Article 5.3.2 – Solid Waste Services Overtime Rotation

List A: CTS

This list will be used when determining overtime rotation at the Central Transfer Station. It shall be made up of all "Regular Full Time" employees by classification who work in the Transfer Station Operation in order of seniority. "Seasonal" and "Temporary" employees will be placed at the bottom of the list in order of seniority.

List B: ARL

This list will be used when determining overtime rotation at the ARL. It shall be made up of all "Regular Full Time" employees by classification who work in the Landfill Operations in order of seniority. "Seasonal" and "Temporary" employees will be placed at the bottom of the list in order of seniority.

List C: CTS and ARL

This list shall be made up of ALL employees, regardless of classification from SWS Disposal (CTS and ARL) in order of seniority. "Seasonal" and "Temporary" employees will be placed at the bottom of the list. Supervisors shall determine if an employee possesses the necessary qualifications for the task the employee is needed for. However if the employee already performs the duties of the position needed, they shall be deemed qualified.

List A and List B shall be exhausted prior to moving to List C. If an employee who is on leave, for their entire regularly scheduled work week, is not offered overtime during that work week it will not be considered a violation of this section.

Article 5.4 – Shift Differential

Employees shall receive shift differential premium pay per this article based upon the majority of continuous hours worked during their scheduled shift hours, regardless of the day worked. In those cases where the hours worked are evenly split, the higher shift differential shall apply. The start of an employee's shift will not be established or changed solely to cause the majority of hours to be paid at the lower shift differential rate. The shift differential for swing shift is 3% of an employee's factored rate of pay. The shift differential for the night shift is 6% of an employee's factored rate of pay.

Article 5.5 – Service Recognition and Performance Step Programs

Regular employees hired/rehired on or after July 1, 2013 are not eligible for Service Recognition (SRP) or Performance Step Program (PSP) pay.

Regular employees hired prior to July 1, 2013 are eligible for PSP pursuant to Article 5.5.2.

Article 5.5.1 – Service Recognition

Service Recognition pay is additional pay for length of continuous service. The Service Recognition Program will freeze effective December 31, 2008. Those employees qualifying for service recognition pay on December 31, 2008 shall continue to receive that level of pay, but will not continue to advance to any additional steps, if applicable.

Regular employees hired on or after January 1, 1981, may be eligible to receive Service Recognition pay. Employees receiving Service Recognition pay as of December 31, 2008 shall continue to be eligible unless they resign, are laid off, for longer than one (1) year without reemployment, or are discharged for cause.

Service Recognition pay will be paid only to employees who were receiving Service Recognition pay prior to January 1, 2009, shall be:

- 103.5% of base pay after ten (10) years of continuous service.
- 107.0% of base pay after fifteen (15) years of continuous service.
- 110.5% of base pay after twenty (20) years of continuous service.

Article 5.5.2 – Performance Step Program

If employees receiving service recognition pay choose to participate in the PSP, their pay shall be adjusted to reflect the difference between the SRP and the PSP once the PSP criteria has been obtained.

Effective January 1, 2009, regular employees hired prior to July 1, 2013 are eligible to participate in the PSP pursuant to the following requirements and shall be required to meet the criteria to obtain steps 5 and 6:

14.B.

1. Participation begins only after an employee has reached step 4 on the pay schedule.
2. Employees must complete eight (8) cumulative quarters successfully for each step.
3. Eligible employee may begin the program at the start of the next quarter after meeting eligibility requirements.
4. Employees shall notify their Agency Head of their intention to begin the program.
5. Each quarter shall be signed off by the supervisor and the employee to reflect satisfactory or unsatisfactory completion of the quarter.

Successful completion of the following shall be deemed as having met the criteria to advance:

1. Safety
 - a) No preventable accidents, preventable incidents, moving violations, or citations on the job not due to equipment malfunction.
 - b) Attends a minimum of two (2) safety meetings per quarter.
 - c) No violations of departmental safety rules.
2. Reliability & Dependability
 - a) Punctuality.
 - b) No more than three (3) non-scheduled days of leave absence per quarter, not to exceed nine (9) days in a twelve (12) month period.
3. Departmental Policy and Procedures
 - a) Failure to adhere to vehicle and equipment inspections.
 - b) No documentation of disciplinary action.

Upon the successful completion of eight (8) quarters, an employee shall be eligible to receive performance pay in the amount of six and one-half percent (6.5%) of the base rate of pay or their current SRP, whichever is greater. The employee shall then be eligible to enter into the second step of the PSP.

Upon the successful completion of eight (8) additional quarters in the second step of the PSP, an employee shall be eligible to receive performance pay in the amount of an additional six and one-half percent (6.5%) of the rate of pay for a total combined SRP and PSP pay and of thirteen percent (13%) above the base rate of pay.

14.B.

Service Recognition Pay (SRP)	Performance Step 1: 6.5% (PSP)	Performance Step 2: 6.5% (PSP)	Total Service Recognition and Performance Step Pay
No SRP	6.5% PSP	6.5% PSP	13%
3.5 % SRP	3.0% PSP	6.5% PSP	13%
7.0% SRP	0% PSP	6.0% PSP	13%
10.5% SRP	0% PSP	2.5% PSP	13%

Final approval for granting the performance step is made by the agency head in consultation with the senior executive.

The decision is not grievable, however it is appealable. A committee of two (2) bargaining unit members selected by the Union and two (2) management members shall be formed as an appeal committee. The appeal committee shall attempt to resolve any appeals made by an employee who is alleged to have not met the criteria during any quarter. Appeals shall be filed and heard in an expeditious manner. If the committee is unable to resolve the matter to the employee's satisfaction, the appeal shall be heard by the Union business representative and the Human Resources Director or designee. If the employee is not satisfied with the findings of the Union business representative and Human Resources Director, the final appeal shall be to the Senior Executive overseeing that department. The decision by the senior executive is final and is not grievable under the terms of this Article.

Article 5.6 – Standby

When an employee must remain available to be called to work on short notice.

No employee shall be in standby status unless scheduled for such by the MOA. The rules and requirements applicable to employees in standby status shall be determined by the management of the department within which the on-call employee is employed. Standby assignments will be made on a rotation basis from a list established by the MOA. Employees who are in standby status at the direction of the MOA shall be paid two (2) hours of pay at their factored straight time rate for each calendar day or portion thereof spent in standby status.

Article 5.7 – Wait Time

Status of an employee when commencement or continuation of work has been delayed by order of the MOA and the employee has been ordered to remain available and ready to commence or continue work.

Employees in wait time status shall continue to be paid at the factored rate of pay in effect prior to wait time.

Article 5.8 – Travel Pay

Employees performing work related travel at the direction of the MOA shall be compensated and/or reimbursed as specified in MOA Policy and Procedure 68-1, Employee Travel Approval, Travel Expenses, and Per Diem.

Article 5.9 – Deductions from Pay

The Municipality may deduct monies owed to the Municipality under any Municipal policy or program in which the employee is participating which calls for payroll deductions, such as tuition reimbursement and benefit deductions. The Municipality may make deductions from employee as authorized by law or Municipal policy, in such cases the employee shall be notified in writing prior to any deductions.

Article 5.10 – Guaranteed Relief

Employees are guaranteed a break of ten (10) consecutive hours between their regularly scheduled shifts. If an employee is required to report to work without having had this break, the hours the employee is required to work without having had the ten (10) hour break shall be paid at the overtime rate.

If an employee is required to report to work for their regular scheduled shift without having the ten (10) hour break, the employee shall be paid at the overtime rate for their entire shift.

If the employee has a delayed start time on their regular scheduled shift to allow for the ten (10) hour break, then the hours the employee is delayed and the hours the employee works shall be paid at the straight time factored rate of pay.

Article 5.11 – Reclassification Request

If the Union believes that an employee is consistently performing work in a different or higher established classification the Union may request for reclassification. At the request of the Union, the parties will meet to discuss the employee's reclassification. If agreement is not reached between the Union and Agency Head or designee, the matter shall be referred to the Director for resolution. The employee and the Union will be advised in writing on the disposition of the request. The disposition is not subject to the grievance process.

Article 5.12 – Pay Day and Pay Time

All employees covered by this Agreement will be paid every other Friday. If a payday is a recognized holiday, then that pay day shall be the last business day prior to the recognized holiday. The Municipality shall provide for automatic payroll deposit. Employees who do not elect to receive their paycheck by automatic payroll deposit will have the paycheck available by close of business on the pay day.

14.B.

All pay and allowances on the timecard shall be paid on the pay day for the pay period in which the pay and allowances were earned. If the pay and allowances were earned after and they were unanticipated when the timecard was completed, the allowances and pay will be paid on the following regular pay day.

Article 5.13 – Errors in Pay

There shall be no liability on the part of the Municipality with regard to the preparation and delivery of paychecks other than for intentional misconduct. The Municipality will reimburse an employee for any proven loss suffered by the employee as a result of intentional misconduct in the preparation and delivery of the employee's paycheck.

An error in pay is defined as a discrepancy between the timecard submitted and actual hours paid for that pay period. Errors in pay will be corrected by the Municipality by the next full pay period after the error in pay is verified and confirmed by Central Payroll. Errors in pay will be verified and confirmed the next full pay period after the payroll correction form is received if the employee has provided all the necessary documentation and/or information.

For example:

Pay Period A	Full Pay Period Dates: 4/8/2019-4/21/2019	Check Date: 5/3/2019
Pay Period B	Full Pay Period Dates: 4/22/2019-5/5/2019	Check Date: 5/17/2019

When a pay correction form is submitted during Pay Period A dates (4/8/19-4/21/19) it will be reviewed and verified by Central Payroll by the next Pay Period B dates. The correction will be on the employees' Pay Period B check dated no later than 5/17/2019.

Effective the first full pay period after Assembly approval, if the Municipality fails to correct confirmed errors in pay by the next full pay period then the employee shall receive ~~two hundred dollars (\$200) eight (8) hours of straight time pay at their factored rate of pay~~ for each business day after the payday during which the error in pay remains uncorrected.

Effective January 1, 2023, if the Municipality fails to correct confirmed errors in pay by the next full pay period then the employee shall receive one hundred and fifty dollars (\$150) for each business day after the payday during which the error in pay remains uncorrected.

Effective January 1, 2024, if the Municipality fails to correct confirmed errors in pay by the next full pay period then the employee shall receive one hundred dollars (\$100) for each business day after the payday during which the error in pay remains uncorrected.

Overpayments shall not be eligible for errors in pay compensation.

When changes in contract language require software configuration changes, errors in pay compensation shall not apply for ninety (90) days.

14.B.

After review of the error in pay documentation by Central Payroll, if there is a disagreement on whether an error in pay actually occurred the grievance procedure shall be utilized for resolution and the employee shall not be eligible for additional errors in pay compensation as stated above.

Upon notification to the employee, of at least one (1) pay period, the Municipality reserves the right to recover any overpayments in the same manner and same number of pay periods in which the overpayment occurred.

To prevent payroll errors and to ensure employees are accurately documenting their time in the Municipality's timekeeping system the Municipality will offer timekeeping system training to all members of the bargaining unit. This timekeeping system training will be provided upon hiring of each employee and at the request of each work unit.

Article 5.14 - Mid-Term Classification Changes

If, during the term of the Agreement, the Municipality creates a new classification, the pay grade is subject to negotiations and if necessary the grievance process.

Article 5.15 – Call-out Pay

A. This section will become effective ninety (90) days after Assembly Approval.

B. All call-outs shall be assigned by the Municipality. A call-out is defined as when employees are called in to work to perform unscheduled work after the end of their scheduled shift and prior to the start of their next scheduled shift. These call-out rules do not apply when an employee is held over at the end of their shift.

An employee who is working in call-out status shall be compensated at one and one-half (1 ½) times the factored rate of pay for all hours worked with a guarantee of at least four (4) hours of pay at the factored straight time rate of pay for each call-out. The employee is in pay status from the time the employee clocks in until the work is complete and the employee clocks out. Once an employee has clocked out and left the work site, any subsequent call that requires the employee to return to work shall be considered an additional call-out.

C. Call-out is also defined as when employees are called on the phone to resolve a work-related issue after they have completed (clocked out) their scheduled shift and prior to the start of their next scheduled shift. Employees in this call-out status shall be compensated at one and one-half (1 ½) times the factored rate of pay for all hours worked with a guarantee of at least thirty (30) minutes of overtime. Multiple phone calls within thirty (30) minutes the first phone call will not be considered another call-out; only one minimum guarantee will apply.

14.B.

Employees who are compensated under the standby provision in Article 5.6 Standby, will not be eligible to receive the thirty (30) minute guarantee if they resolve the issue over the phone. Employees will be paid for time worked pursuant to the overtime provisions in this Agreement.

As it relates to employees who work at the Port of Alaska only an employee required to come in on their scheduled day off to attend a mandatory meeting or training shall be compensated at one and one-half (1 ½) times the factored rate of pay for all hours worked with a guarantee of at least two (2) hours of pay at the factored straight time rate of pay.

ARTICLE 6 BENEFITS

Article 6.1 – Health & Welfare Program

A. Health and Welfare Plan

The Municipality agrees to contribute to the Local 302/612 International Union of Operating Engineers Construction Industry Health and Security Fund (Fund) for the purpose of providing certain health and welfare benefits to eligible employees.

B. Eligibility

Full time regular employees are eligible to participate in health, life and disability programs subject to the terms and conditions of the plan booklet provided by the Fund.

C. Municipal and Employee Contributions

The Municipality will contribute a monthly employer contribution for each eligible employee. Effective July 1, 2022, or on the first (1st) of the month following Assembly approval, whichever is later, the Municipality's monthly employer contribution is one thousand seven hundred and sixty-four dollars (\$1,764.00)~~one thousand five hundred and seventy-five dollars (\$1,575)~~ for each eligible employee and employees will pay the remainder of the monthly per-employee cost of healthcare.

Effective July 1, 2023, 2024 and July 1, 2024, and 2025, 2024 the Municipality's monthly employer contribution to the Fund (rounded to the next dollar) shall be increased only if there is an increase in cost of the Fund. ~~When~~If there is an increase in the per-employee cost to the Fund in 2023, 2024, and 2025, then the Municipality will increase its contribution amount by ~~pay~~ ninety percent (90%) of the per-employee cost increase ~~to~~of the Fund ~~with and the~~ employees ~~paying will~~ pay the remainder of the increase.

14.B.

The Municipality's employer contribution amount is not to exceed the per employee cost of Health & Welfare coverage to the Fund. The Union shall advise the Municipality of the pre-tax and after-tax contribution (if applicable) contribution amounts that employee's shall contribute per month to the Fund through payroll deduction.

D. Health Insurance Rate Adjustments

The Union agrees to provide the Municipality with an actuarial analysis of the Fund by October 1 of each year of this Agreement. The Municipality, at its own expense, reserves the right to perform its own review and analysis of the Fund.

E. Health Care Reporting Requirements

The Municipality, Union, and Trust will cooperate in providing information about health care plans, participants, and related health care information that is required for reporting purposes by federal or state laws (e.g., ACA).

Article 6.1.1 – Health and Welfare Plan/Fund

The Municipality and Local 302 agree as follows:

1. The Administrator of the Fund agrees to enroll eligible Municipal employees represented by Local 302 in the Health and Welfare Plan.
2. The Municipality agrees to make the appropriate contributions to the administrators of the Fund on or before the fifteenth (15th) day of the month following the month in which the hours were worked.
3. The amount the employee contributes, if any, for Health and Welfare, benefits will be split equally between the first two (2) pay periods in each month.
4. The Fund administrator agrees to be responsible for reconciliation of the payments received from the Municipality per employee. Should an overpayment to the Fund occur on behalf of an employee, the Fund administrator shall remit the overpayment to the Municipality for purposes of the Municipality's repayment to the employee. The Fund administrator shall notify the Municipality of any such error within ten (10) days of discovery and shall immediately transfer all claims records to the Municipality. In the event of either an overpayment or an underpayment, the Fund administrator will provide the Municipality with documentation as necessary to verify the adjustments.

The Municipality will not provide payment of unused benefit credits to employees.

14.B.

5. The contributions provided by the Municipality on a monthly basis, solely for the purposes of a health and welfare benefit program or programs for the benefit of eligible members of Local 302 and their qualified dependents and to defray the reasonable expenses of administering the plan of benefits. If the Plan covers participants in addition to members of the Local 302, the Fund administrator will maintain a separate account and will ~~ensure~~insure that separate income and expense statements and balance sheets are maintained so as to determine the administrative costs as well as the actual cost of benefits for the Plan covering Local 302 members. The provisions of the plan established by the Plan Trustees must satisfy the mandatory requirements of Anchorage Municipal Code 3.30.161.
6. By entering into this Agreement the Union agrees to relieve the Municipality of any obligation to obtain, maintain, or administer a health insurance plan under AMC 3.30.161 covering eligible bargaining unit members and their dependents.
7. The Municipality's liability for contributions is limited to those fiscal years in which the monetary terms of a Collective Bargaining Agreement between the parties is approved by ratification of the bargaining unit members and approved by the Municipal Assembly in accordance with AMC 3.70.130.

Article 6.1.2 - Health Promotion

The Union recognizes that the provision of a safe work environment and encouragement of a healthful workforce is the right and obligation of the Municipality. The Union agrees to cooperate with the Municipality in the exercise of this right and fulfillment of this obligation so long as no right guaranteed under this Agreement is violated and with the recognition that participation of its members in any health promotion programs made available by the MOA shall be on a voluntary basis.

Article 6.1.3 - Employee Assistance Program

Eligible employees may participate in the Municipality's Employee Assistance Program (EAP) subject to the provisions of the program.

Article 6.1.4 - Health Care Reform

On an annual basis, the Union will provide certification of compliance with applicable minimum essential coverage and affordability provisions of the Affordable Care Act (ACA), or related federal or state laws.

Should state or federal legislation mandate change in cost, premiums, care coverage, or penalties the parties agree to reopen negotiations under Article 6.

Under no circumstances shall the eligible employee contribution either directly or indirectly result in tax or penalty liability for the Municipality associated with the “Cadillac Tax” under the ACA or similar laws or regulations.

Article 6.2 – Savings Plan

Eligible employees may participate in the Municipality’s 401 (K) and 457 savings plan subject to the provisions of the plans.

Article 6.3 – Retirement

The MOA shall pay into the Local 302 Pension Plan an amount of six dollars and forty cents (\$6.40)~~5.85~~ per hour and the employee will contribute one dollar and fifty cents (\$1.50) per hour into the Local 302 Pension Plan for each compensable hour for a total of seven dollars and ninety cents (\$7.90)~~7.35~~ per hour.

Effective first full pay period of January ~~2024~~~~1, 2020~~, the MOA shall pay into the Local 302 Pension Plan an amount of six dollars and forty-five cents (\$6.45)~~40~~ per hour and the employee will contribute one dollar and fifty cents (\$1.50) per hour into the Local 302 Pension Plan for each compensable hour for a total of seven dollars and ninety-five cents (\$7.95)~~7.60~~ per hour.

Effective first full pay period of January ~~2025~~~~1, 2021~~, the MOA shall pay into the Local 302 Pension Plan an amount of six dollars and fifty cents (\$6.50)~~25~~ per hour and the employee will contribute one dollar and fifty cents (\$1.50) per hour into the Local 302 Pension Plan for each compensable hour for a total of eight dollars (\$8.00)~~7.75~~ per hour.

Effective first full pay period of January ~~2026~~~~1, 2022~~, the MOA shall pay into the Local 302 Pension Plan an amount of six dollars and fifty-five cents (\$6.55)~~6.40~~ per hour and the employee will contribute one dollar and fifty cents (\$1.50) per hour into the Local 302 Pension Plan for each compensable hour for a total of eight dollars and five cents (\$8.05)~~7.90~~ per hour.

Said contributions shall be made on or before the fifteenth (15th) day of the month following the month in which the hours were worked, to the Locals 302 and 612, of the International Operating Engineers-Employers Construction Industry Retirement Fund in the manner as set forth in the Trust Agreement of said Trust Fund. The details of the Retirement Plan established by this Trust Fund shall continue to be administered by a joint Board of Trustees composed of equal representation from the Unions and the Chapters of the Associated General Contractors of America, Inc., who are signatory to the Trust Agreement of the aforesaid trust fund. Each Trustee appointed by the Union shall be a member of the Union, and each Trustee appointed by the Employers shall be a member of an affiliated firm of the Chapters or a regular paid employee of the Associated General Contractors of America, Inc.

14.B.

It is understood that the Union and Employer Associations are principal parties to the Trust Agreements and, therefore, shall be furnished full information on the actions of the Trustees and the operations of the Trusts.

Article 6.4 – Pre-Tax

Any premium expense paid by the employee through payroll deduction may be paid on a pre-tax basis to the extent allowed by law.

Article 6.5 – Change in Contributions to Wages and/or Benefits

The Union members working under this Agreement may, at the discretion of the Union, vote upon a portion of any wage increase to be applied to Health and Security or Retirement Trust Fund (Fund). The Union shall give sixty (60) days written notice to the Municipality prior to the wage increase effective date as to where the members would like to distribute the monies.

If money is transferred from wages to benefits, the transfer will not result in any increased cost to the Municipality.

**ARTICLE 7
DISCIPLINE AND RESOLUTION OF DISPUTES**

Article 7.1 – Discipline

In normal circumstances the MOA shall follow a program of progressive discipline, consisting of: documented oral reprimand, written Disciplinary Action Report (DAR), suspension for a period to be determined by the Agency Head in concurrence with the Labor Relations Director, with or without pay, demotion or termination of employment. The MOA may impose discipline at any level depending upon the severity or frequency of the offense.

Counseling memos are not considered discipline and are not required. Counseling memo may be used as a tool to encourage employees to improve performance and/or behavior.

Documented (typically in a memo format) oral reprimands shall be maintained in the department personnel file for one year.

Disciplinary actions, except oral reprimands, shall be documented on a Disciplinary Action Report (DAR) form. Completed DARs are placed in the employee's official personnel file in Human Resources and the department personnel file. After one year the employee may request in writing to the Agency Head and the Labor Relations Director to remove the DAR from the employee's department and official personnel file. These copies of the DARs will be returned to the employee.

Article 7.1.1 – Discipline and Termination of Employment

The Municipality retains the right to discipline or discharge an employee for just cause.

Just cause shall mean that sufficient justification exists for the proposed action against the employee. Just cause shall apply to behavior by the employee, which is detrimental to the discipline, public image or efficiency of the Municipality as an employer. As so defined, the following are examples of just cause:

1. Incompetency;
2. Inefficiency;
3. Lack of any of the qualifications required by AMC 3.30.024 D;
4. Theft, fighting, or assault of a fellow employee or member of the public;

14.B.

5. No call or no show. Lack of significant justification for a three (3) day no call/no show will result in voluntary termination;
6. Insubordination;
7. Excessive or habitual absenteeism/tardiness;
8. Harassment of other employees or the public;
9. Violation of a written municipal procedure or regulation, which was known or reasonably should have been known to the employee;
10. Violation of an oral directive, which was known or reasonably should have been known to the employee;
11. Conviction of a crime involving moral turpitude;
12. Violation of AMC 3.30.190 Substance Abuse Testing Policy; and/or
13. Any other conduct recognized by reasonable persons as justification for serious discipline including dismissal.

The Municipality shall notify the Union of a proposed disciplinary and/or discharge action before the issuance of the proposed disciplinary and/or discharge action to allow the opportunity for a Union representative to be present when such disciplinary and/or discharge action is taken. The reasons for such disciplinary and/or discharge action are to be stated in writing by the Municipality.

Article 7.2 – Grievance Defined

Only complaints or disputes of an employee acting through the Union, arising under this Agreement and involving an alleged violation, misapplication or misinterpretation of this Agreement or complaints of the MOA or the Union are subject to the grievance procedure. The MOA or the Union may file a grievance on its own behalf only when the grievance alleges a violation, misapplication or misinterpretation of this Agreement which deprives

14.B.

the MOA or the Union of a specific right, power or entitlement granted or reserved to it in this Agreement. MOA and Union grievances are to be filed in writing commencing at Step Two of this grievance procedure. Allegations of unlawful discrimination are not grievable under this Agreement unless all public agencies, which might have jurisdiction to investigate such allegations, refuse to do so.

A grievance may be filed by the Union on behalf of all employees who are similarly situated. Such "class action" grievances must identify all members of the class with sufficient particularity to enable the parties to determine who would be affected by the resolution of the grievance. Class action grievances must be signed by one member of the class, and must be filed on the Union grievance form.

The Union shall provide to the Labor Relations Director or designee a list of business representatives who are Union designees for the purpose of pursuing and resolving Union grievance matters. This list is to be resubmitted any time there is a change in personnel on behalf of the Union.

Article 7.3 – Grievance Procedure

- A. When a situation arises which becomes a basis for a grievance, the Union and the Municipality shall make every effort possible to informally resolve the issue.
- B. In the event that the problem cannot be resolved, the grievance will be reduced to writing on a standard form agreed to by the parties within ten (10) working days of the event, giving rise to the grievance and the following procedure will be used.

The written form of the grievance is to contain the following information:

- 1. Nature of the grievance and the specific circumstances out of which it arose;
- 2. Remedy requested;
- 3. Article(s) and Section(s) of this Agreement alleged to be violated, relied upon, or claimed to have been violated;
- 4. Date of alleged violation(s); and
- 5. Signature of the grievant, if applicable, and the union representative.

- C. In the application of this article, work days excludes Saturdays, Sundays, and recognized Municipal holidays. Nothing in this article is to be construed to prevent

14.B.

settlement of a grievance by mutual agreement of the parties at any time. The expenses of the arbitration are borne equally by the Municipality and union representing the grievant.

- D. At each step the time requirements may be extended in writing by mutual agreement. Failure by either party to follow the time limits for advancing the grievance to the next step in the grievance and arbitration procedure set forth below shall result in the grievance being resolved against the party failing to follow time limits without precedent.
- E. For cases involving discharge the grievance procedure begins at Step Two of the procedure and the parties agree to make every effort to schedule the arbitration on an expedited basis.

Article 7.3.1 - Step One

The written grievance shall be distributed to the Labor Relations Director or designee within ten (10) working days of when the event giving rise to the grievance occurred. The Labor Relations Director or designee will send the grievance to the appropriate Agency Head. The Municipality shall have ten (10) working days from receipt of the written grievance to meet with the Union and attempt resolution. Within ten (10) working days after the Step One meeting the Agency Head, in concurrence with the Labor Relations Director or designee must issue a written response.

Article 7.3.2 – Step Two

Upon receipt of a denial of the grievance at Step One, the Union shall have ten (10) working days in which to notify the Human Resources Director that the grievance remains unresolved and that the Union wishes to appeal the grievance to Step Two. If notification is given, then the Union and the Human Resources Director shall meet within ten (10) working days of that notice to attempt resolution. Within ten (10) working days after the Step Two meeting the Human Resources Director shall issue a written response.

In the event that the Union or the MOA files a grievance at Step Two of this procedure, the Human Resources Director and the Union shall meet within ten (10) working days of the receipt of that grievance in an attempt to resolve the grievance. Within ten (10) working days of that meeting, the party against whom the grievance is filed shall issue a written response.

Article 7.3.3 – Step Three

The request for arbitration may be made by either party and must be made in writing within 10 working days of receipt of the Step Two response. The arbitration will be conducted pursuant to the procedural rules set forth in the Labor Arbitration Rules Of The

14.B.

American Arbitration Association (AAA) and generally accepted principles of labor arbitration.

Article 7.3.4 – Arbitrability

In the event that any question involving the procedural or substantive arbitrability of any grievance arises, such questions of arbitrability shall be arbitrated in a separate hearing prior to the commencement of arbitration on the merits of the grievance.

Different arbitrators shall be used for the two hearings unless otherwise agreed by the parties. The hearing on the merits shall not commence until a decision is rendered on the arbitrability questions.

Article 7.3.5 – Selection of the Arbitrator

If there is a request for arbitration, the Union and the MOA shall meet within ~~tenfive~~ (105) working days to agree on a mutually acceptable arbitrator. If no agreement is reached, the parties shall select an arbitrator by utilizing the striking method from the list of seven (7) arbitrators supplied by the AAA for the purposes of the dispute. Arbitration will commence as soon as practicable following the appointment of the arbitrator. The expenses of arbitration will be borne equally by the MOA and the Union.

Article 7.3.6 – Authority of the Arbitrator

The arbitrator shall conduct a hearing according to generally accepted standards and procedures for grievance arbitration and the procedural rules of the AAA. The arbitrator shall have no authority to add to, alter, delete or modify any statute, regulation, ordinance or provision of this agreement. The arbitrator has no authority to grant any relief that is not reasonably contemplated by the grievance, or to issue any award on a matter not raised in the grievance. The arbitrator's authority and jurisdiction is strictly limited to the interpretation and application of this Agreement.

The decision of the arbitrator shall be reduced to writing unless waived by the parties and shall be final and binding upon the parties.

Article 7.3.7 - Service

By agreement of the parties, mail, facsimile transmission, email and/or hand deliveries may be used as the means of filing grievance and responses.

Article 7.3.8 - Existing Grievances

All grievances and arbitration cases pending at the time of execution of this Agreement shall be subject to all provisions of the Agreement in effect at the time the grievance was filed.

Article 7.3.9 - Personnel Files use in Arbitration

No document contained within an employee's personnel file(s) may be used in arbitration or other hearing, unless a copy of the document is provided to the employee.

**ARTICLE 8
WORK RULES**

Article 8.1 – Safety

Safety rules shall be as follows:

- A. The MOA and the Union will cooperate in designing and carrying out a safety program affecting all employees.
- B. The regulations concerning safety and equipment standards shall be governed by local, state and federal government rules, which shall be followed by the MOA, the Union and all employees.
- C. Employees are required to perform pre and post trip inspections consistent with CDL requirements and department policy. All equipment, which is unsafe or in need of repair, shall be reported to the appropriate supervisor or designee, who shall take appropriate steps to correct the items reported. Employees shall report all pre-trip defects and deficiencies to the appropriate supervisor or designee prior to operating the equipment. No employee shall be disciplined for refusing to operate unsafe equipment.
- D. Employees shall immediately report all vehicle accidents involving either a MOA vehicle or a personal vehicle driven on paid work time. Employees shall not leave the scene of the accident unless advised to by their supervisor or to obtain emergency medical treatment. A police officer or other appropriate official at the scene may direct employees to move the vehicles for safety reasons.
- E. Employees must report all work related injuries/illnesses immediately to their supervisor. Employees must submit all work related injury/illness reports prior to leaving the work place from the shift in which the injury/illness occurred, unless immediate medical care is needed. If emergency medical care is needed, the injury/illness report must be submitted as soon as possible. Employees must use any and all safety equipment paid for or furnished by the Municipality. Failure of employees to use such safety equipment will subject the employee to appropriate administrative or disciplinary action.
- F. The Municipality shall furnish such safety equipment as is required for the safety of employees. Safety devices and first aid equipment as may be required for safety and proper emergency medical treatment shall be provided and be available for all employees working under adverse conditions. The Municipality shall furnish seat

14.B.

belts for all passenger cars, pick-up trucks, and buses and employees shall utilize seat belts at all times while operating any equipment with seat belts.

- G. The Municipality shall establish regular safety meetings for each department not less than once per month during working hours and all employees will be required to attend without loss of pay.

Article 8.2 – Protection of Municipal Property

Employees are required to use their best efforts to protect municipal property. Employees may be subject to appropriate disciplinary action for violation of this Article.

Article 8.3 – Handtools

Employees may be required to provide common quality tools of the trade in which they are employed. Employees shall submit and maintain a current inventory of tools to the shop supervisor. Employees' inventoried tools will be replaced if broken in the course of the work. The Municipality shall replace brand for brand all inventoried tools including tool boxes in the event of loss from fire, theft, vandalism or natural disaster. When the Municipality replaces tools and or toolboxes, the broken or damaged tools and or toolboxes becomes the property of the Municipality.

Article 8.3.1 – Tool Allowance

Effective January 1, ~~2023, of each calendar year of this agreement,~~ each regular employee active as of January 1 in the classifications listed below, shall be provided a monthly tool allowance of fifty dollars (\$50.00). ~~five hundred dollar (\$500) tool allowance. The tool allowance will be paid to the employees no later than January 31st of each year.~~

Effective January 1, 2024, each regular employee active as of January 1 in the classifications listed below, shall be provided a monthly tool allowance of sixty dollars (\$60.00).

Effective January 1, 2025, each regular employee active as of January 1 in the classifications listed below, shall be provided a monthly tool allowance of seventy dollars (\$70.00).

Seasonal and temporary employees are not eligible for the tool allowance.

Equipment Serviceman
Port Maintenance Journeyman (Designated Mechanic)
Equipment Operations Technician I
Equipment Operations Technician II
Refuse Disposal Technician I

Refuse Disposal Foreman (Mechanic)

~~Employees who are hired after January 1st shall receive the tool allowance as follows:~~

- ~~1. Regular employees hired during the first quarter of the year shall receive a tool allowance of five hundred dollars (\$500) which will be included no later than their second paycheck.~~
- ~~2. Regular employees hired during the second quarter of the year shall receive a tool allowance of three hundred and seventy-five dollars (\$375) which will be included no later than their second paycheck.~~
- ~~3. Regular employees hired during the third quarter of the year shall receive a tool allowance of two hundred and fifty dollars (\$250) which will be included no later than their second paycheck.~~
- ~~4. Regular employees hired during the fourth quarter of the year shall receive a tool allowance of one hundred and twenty-five dollars (\$125) which will be included no later than their second paycheck.~~

Article 8.4 – Lockers

The MOA will furnish lockers where they are necessary, as determined by the MOA. Any such lockers shall remain the property of the MOA and the MOA shall have free access to all such lockers.

Article 8.5 – Uniforms, Special Clothing, and Required Safety Footwear

- A. The Municipality will furnish, clean and maintain uniforms and special clothing only where such uniforms and special clothing are required by the Municipality or applicable OSHA or other applicable safety regulations. Any such uniforms or special clothing provided by the Municipality shall be returned to the Municipality upon termination of the employee's employment.
- B. Each calendar year, regular employees active as of January 1, required by the Municipality due to the nature of the employees work to wear safety footwear, shall be provided a footwear allowance of ~~two hundred one hundred seventy-five~~ dollars (\$~~200.00~~~~175~~) in the first full pay period of each calendar year. Employees who are hired after January 1 shall receive a footwear allowance as follows:

14.B.

1. Regular employees hired during the first quarter of the year shall receive a footwear allowance of ~~two hundred one hundred seventy-five~~ dollars (\$~~200.00~~~~175~~) which will be included with their first pay check.
2. Employees hired in the second quarter of the year shall receive a footwear allowance of one hundred ~~thirty-one~~ dollars ~~and twenty-five cents~~ (\$~~100.00~~~~131.25~~) which will be included with their first pay check.
- ~~3. Employees hired in the third quarter of the year shall receive a footwear allowance of eighty-seven dollars and fifty cents (\$87.50) which will be included with their first pay check.~~
- ~~4. Employees hired in the fourth quarter of the year shall receive a footwear allowance of forty-three dollars and seventy-five cents (\$43.75) which will be included with their first pay check.~~

C. Article 8.5 does not apply to temporary or seasonal employees.

Article 8.6 - Access to MOA Property

Employees shall have access to non-public MOA property during normal operations or when on duty and only to the extent required by their duty. Non-employee union representatives shall have access to municipal property only as specified in paragraph 2.11.5 of this Agreement, Visits to Municipal Work Locations.

Article 8.7 – Revocation of License

In the event an employee shall suffer a revocation of license because of a violation or violations by the MOA of any federal, state, or local law, the MOA shall provide suitable and continued employment for such employee at not less than the employee's factored rate of pay at the time of revocation of the license. The employee shall be reinstated to the position held prior to revocation of license after the license is restored. The employee shall lose no pay, benefits, or seniority upon the event of revocation of license because of a violation of federal, state, or local law by the MOA. The MOA shall pay any expenses and/or judgments rendered against the employee in case of revocation of the employee's license because of a violation or violations by the MOA of any federal, state, or local law.

Article 8.8 – Health & Safety Award

The MOA is committed to raising the awareness of employee health and safety and creating and promoting a safe working environment for all employees. The Union recognizes the benefit of a safe and healthy workforce and supports the MOA in its adoption of a Stretch and Flex exercise program to increase employees' flexibility and to

14.B.

reduce the risk of injuries. The MOA recognizes the benefits for the employee and the Municipality in maintaining a safe and health conscious work place and has agreed to reward regular employees who participate in the Stretch and Flex exercise program with a Health & Safety Award.

The Health & Safety Award will go into effect and begin for the October 1 to December 31, 2019 quarter.

The Health & Safety Award terms and conditions are as follows:

The Stretch and Flex exercise program will be administered at the beginning of all employees' shift. The Stretch and Flex exercise program will be between 10 and 15 minutes at the beginning of every employees' shift.

- A. Health & Safety Award Periods. The Health & Safety Award eligibility periods for regular employees who choose to participate in the Health & Safety exercise program are: January 1st to March 31st, April 1st to June 30th, July 1st to September 30th, and October 1st to December 31st.
- B. Employee Eligibility. Only regular employees are eligible to participate in the Stretch and Flex exercise program for the Health & Safety Award.
- C. Qualifying for a Health & Safety Award. Employees who participate in the Stretch and Flex exercise program will be expected to complete the stretching and flexing exercises as illustrated on the MOA approved handout or video demonstration at the beginning of each employee's shift (prior to performing work) for approximately 10 to 15 minutes. Employees who complete the Stretch and Flex exercise program at the beginning of each of their shifts for an entire quarter will earn five (5) hours of non-cashable leave per quarter. The non-cashable leave will be deposited into the employee's leave account by the end of the following month (example: 4th Quarter October 1st to December 31st employees receive the non cashable leave by the end of January). Note: Seasonal and Temporary employees are excluded from this provision.
- D. Award of a Health & Safety Award. Employees shall be notified in writing of the Health & Safety Award by the Agency Head.
- E. Disqualification of a Health & Safety Award. When an Agency Head determines that an employee is disqualified for the Health and Safety Award, the employee will be notified in writing. The reason for the disqualification will be that the employee did not participate in the Stretch and Flex exercise program at the beginning of their shifts (excluding scheduled and unscheduled absences; however, the employee must have worked greater than 50% of their scheduled

14.B.

shifts) or that, while the employee partially participated, the employee did not fully participate (i.e. doesn't complete all the Stretch and Flex exercises, doesn't do the exercise for the required timeframe, doesn't do the exercise properly).

**ARTICLE 9
MISCELLANEOUS PROVISIONS**

Article 9.1 – Educational Incentive

Employees will be entitled to educational assistance in accordance with Municipal Personnel Rule 16 (AMC 3.30.162) which, provides as follows:

Educational and Training Assistance: The Municipality offers, as part of its Employee Development Program, Educational and Training Assistance payment for certain college courses and other training opportunities of benefit to the organization. Guidelines for participation and administration of educational and tuition assistance shall be established through the Mayor's Policies, Procedures and applicable Personnel Rules.

Article 9.2 – Union Training Program

The Union and the Municipality of Anchorage agree that it is in their mutual interest and in the interest of the employees to be trained in the fields of work and equipment covered by this Agreement. The Union Training Trust and the Municipality shall meet as needed to identify and address training needs. Eligibility for training is only available to those employees in which the Municipality makes contributions on their behalf and meet the minimum qualifications as set forth by the Training Trust for all members. Training not typically administered by the Union, shall be pre-approved and a cost share shall be agreed upon with the Local Training Trust and the Municipality.

If an employee is approved to attend training at the Union training center and this training maintains, improves or acquires skills in the employee's current job and which are of immediate and direct value to the Municipality, the training will be on paid time. When approved, if scheduled training occurs during normal working hours, participation may be considered regular time. If the scheduled training occurs during a time that is different from the employee's work schedule, an alternate schedule may be arranged. Training is not eligible for overtime pay and shall not count toward hours worked for the purpose of determining overtime eligibility within the workweek. The extent to which individual agencies approve training may vary depending on such factors as staffing, organizational priorities, and the nature of the training.

The Municipality agrees to contribute to the Apprenticeship and Training Program twelve dollars (\$12.00) for all regular employees per work week.

Effective the first full pay period of January 2025, the Municipality will contribute to the Apprenticeship and Training Program twelve dollars and twenty-five cents (\$12.25) for all regular employees per work week.

**ARTICLE 10
SCHEDULING**

Article 10.1 – Scheduling By the Municipality

The Municipality shall schedule all work and all employees, including but not limited to, all shifts, reporting locations, and work schedules. Any changes to the work schedules for full time employees will be posted on the appropriate workplace bulletin boards as far in advance as practicable. Employees will be given, as far in advanced as practicable, notice of any shift changes, reporting location changes, or schedule changes. For seasonal schedule and shift changes, employees will be given a thirty (30) calendar day notice to shifts and/or schedules changes with no less than a fourteen (14) calendar day notice, unless mutually agreed upon by the employee and management.

Article 10.1.1 – Department Seniority

Department Seniority is utilized for bidding of work schedules and shifts (including work days) and for scheduling of leave.

- A. The employee who has the longest term of service in the department as a regular full-time Union employee shall be first on the seniority list for purposes of bidding of work schedules and shifts (including work days) and leave scheduling. The Agency Head shall request employees' preference for bidding schedules and shifts but retains the right to assign shifts for legitimate business reasons. The Agency Head may assign schedules and shifts if the appropriate skill levels are not present within a schedule or shift.
- B. If any employees share the same hire or rehire date, the tie shall be broken by applying the Union seniority tie-breaker formula in Appendix B.

Article 10.1.2 – Port Maintenance Journeyman Designated Mechanic Seniority

Management retains the right to assign shifts for business reasons. For business reasons, the Port of Alaska management has assigned the Port Maintenance Journeyman position as the designated mechanic to a Day Shift position.

This position shall be exclusive of seniority with respect to bidding shifts, but shall be responsible for complying with all other aspects of the Agreement.

If the staffing level at the Port of Alaska changes and a second mechanic position is designated, this Article will no longer be applicable unless mutually agreed upon.

Article 10.1.3 – Merrill Field Weekend Rotation Schedule

14.B.

Merrill Field schedules employees for seven (7) day coverage to sustain appropriate levels of service, quality of work, and productivity of the workforce. There is a rotating weekend schedule in affect. Any alternate rotating schedule is subject to mutual agreement between the Municipality and the Union.

Article 10.2 – Rest Breaks and Meal Breaks

A. Rest Breaks

Except in an emergency situation, all employees shall be allowed one (1) paid rest break not to exceed fifteen (15) minutes in duration during the first (1st) half of the shift and a paid fifteen (15) minute rest break during the second (2nd) half of the shift consistent with department policy.

B. Meal Breaks

Meal breaks will be one (1) hour unpaid or one-half (½) hour unpaid, as designated by management, from the time the employees break at the job site for lunch and return there from lunch. Where the nature of the work does not permit scheduled meal breaks, the MOA shall make alternate arrangements to enable employees to eat a meal.

C. Additional Breaks

When working other than the regular shift, when the work situation permits, a paid fifteen (15) minute rest break shall be taken each additional two and one-half (2 ½) hours worked. However, it is understood that at times the workload may not permit employees to take their breaks on this schedule. No rest breaks will be taken during the last half hour of work.

D. Combination of Breaks

Breaks may be combined when the work situation permits.

Article 10.3 – Travel

Employment related travel by employees covered by this Agreement must be directed and scheduled by the MOA.

Article 10.4- Show up Guarantee

Employees reporting for work, and not put to work, shall receive two (2) hours at their factored rate of pay unless notified by phone, text, or message left not to report to work at least two (2) hours prior to the start of the shift.

**ARTICLE 11
CLASSIFICATIONS AND WAGE SCHEDULES**

Article 11.1 – Classifications

GRADE	CLASSIFICATION
4	General Laborer
7	Airport Maintenance Assistant
11	Light Equipment Operator I Refuse Disposal Utilityman
15	Port Maintenance Technician I Airport Maintenance Technician I Equipment Serviceman
16	Port Maintenance Technician II
17	Medium Equipment Operator
18	Warehouseman Journeyman Heavy Equipment Operator Refuse Disposal Journeyman Airport Maintenance Technician II Refuse Disposal Technician I Port Maintenance Journeyman Equipment Operations Technician I
19	Heavy Equipment Operator Leadman Airport Maintenance Technician III Port Maintenance Leadman
20	Refuse Disposal Foreman (Working) Equipment Operations Technician II

Article 11.2 20~~22~~¹⁹ Wage Schedule

-	Step			
Grade	1	2	3	4
4	14.77	15.51	16.29	17.11
7	16.18	17.01	17.83	18.73
9	18.85	19.79	20.81	21.81
10	19.79	20.81	21.81	22.91
11	20.81	21.81	22.91	24.05
15	25.29	26.54	27.85	29.25
16	26.54	27.85	29.25	30.7
17	27.85	29.25	30.7	32.23
18	29.25	30.7	32.23	33.84
19	30.7	32.23	33.84	35.56
20	32.23	33.84	35.56	37.32

	Step			
Grade	1	2	3	4
4	\$15.07	\$15.83	\$16.61	\$17.45
7	\$16.50	\$17.35	\$18.19	\$19.11
9	\$19.23	\$20.19	\$21.23	\$22.25
10	\$20.19	\$21.23	\$22.25	\$23.37
11	\$21.23	\$22.25	\$23.37	\$24.53
15	\$25.80	\$27.08	\$28.41	\$29.84
16	\$27.08	\$28.41	\$29.84	\$31.32
17	\$28.41	\$29.84	\$31.32	\$32.88
18	\$29.84	\$31.32	\$32.88	\$34.52
19	\$31.32	\$32.88	\$34.52	\$36.28
20	\$32.88	\$34.52	\$36.28	\$38.07

Article 11.3 - 20~~23~~²¹ Wage Schedule

-	Step			
Grade	1	2	3	4
4	\$14.92	\$15.67	\$16.45	\$17.28
7	\$16.34	\$17.18	\$18.01	\$18.92

14.B.

9	\$19.04	\$19.99	\$21.02	\$22.03
10	\$19.99	\$21.02	\$22.03	\$23.14
11	\$21.02	\$22.03	\$23.14	\$24.29
15	\$25.54	\$26.81	\$28.13	\$29.54
16	\$26.81	\$28.13	\$29.54	\$31.01
17	\$28.13	\$29.54	\$31.01	\$32.55
18	\$29.54	\$31.01	\$32.55	\$34.18
19	\$31.01	\$32.55	\$34.18	\$35.92
20	\$32.55	\$34.18	\$35.92	\$37.69

-	Step			
Grade	1	2	3	4
4	15.33	16.10	16.89	17.75
7	16.78	17.64	18.50	19.43
9	19.56	20.53	21.59	22.63
10	20.53	21.59	22.63	23.77
11	21.59	22.63	23.77	24.95
15	26.24	27.54	28.89	30.35
16	27.54	28.89	30.35	31.85
17	28.89	30.35	31.85	33.44
18	30.35	31.85	33.44	35.11
19	31.85	33.44	35.11	36.90
20	33.44	35.11	36.90	38.72

Article 11.4 - 20~~24~~²² Wage Schedule

-	Step			
Grade	1	2	3	4
4	\$15.07	\$15.83	\$16.61	\$17.45
7	\$16.50	\$17.35	\$18.19	\$19.11
9	\$19.23	\$20.19	\$21.23	\$22.25
10	\$20.19	\$21.23	\$22.25	\$23.37
11	\$21.23	\$22.25	\$23.37	\$24.53
15	\$25.80	\$27.08	\$28.41	\$29.84
16	\$27.08	\$28.41	\$29.84	\$31.32

14.B.

17	\$28.41	\$29.84	\$31.32	\$32.88
18	\$29.84	\$31.32	\$32.88	\$34.52
19	\$31.32	\$32.88	\$34.52	\$36.28
20	\$32.88	\$34.52	\$36.28	\$38.07

-	<u>Step</u>			
<u>Grade</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>4</u>	\$15.57	\$16.36	\$17.16	\$18.03
<u>7</u>	\$17.05	\$17.93	\$18.80	\$19.75
<u>9</u>	\$19.87	\$20.86	\$21.94	\$22.99
<u>10</u>	\$20.86	\$21.94	\$22.99	\$24.15
<u>11</u>	\$21.94	\$22.99	\$24.15	\$25.35
<u>15</u>	\$26.66	\$27.98	\$29.36	\$30.83
<u>16</u>	\$27.98	\$29.36	\$30.83	\$32.36
<u>17</u>	\$29.36	\$30.83	\$32.36	\$33.97
<u>18</u>	\$30.83	\$32.36	\$33.97	\$35.67
<u>19</u>	\$32.36	\$33.97	\$35.67	\$37.49
<u>20</u>	\$33.97	\$35.67	\$37.49	\$39.34

Article 11.5 2025 Wage Schedule

-	<u>Step</u>	-	-	-
<u>Grade</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>4</u>	15.84	16.63	17.45	18.34
<u>7</u>	17.34	18.23	19.11	20.08
<u>9</u>	20.21	21.22	22.31	23.38
<u>10</u>	21.22	22.31	23.38	24.56
<u>11</u>	22.31	23.38	24.56	25.78
<u>15</u>	27.11	28.46	29.85	31.36
<u>16</u>	28.46	29.85	31.36	32.91
<u>17</u>	29.85	31.36	32.91	34.55
<u>18</u>	31.36	32.91	34.55	36.27
<u>19</u>	32.91	34.55	36.27	38.12
<u>20</u>	34.55	36.27	38.12	40.01

Article 11.6 - 2026 Wage Schedule

-	<u>Step</u>	-	-	-
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<u>Grade</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>4</u>	<u>16.11</u>	<u>16.92</u>	<u>17.75</u>	<u>18.65</u>
<u>7</u>	<u>17.63</u>	<u>18.54</u>	<u>19.44</u>	<u>20.42</u>
<u>9</u>	<u>20.55</u>	<u>21.58</u>	<u>22.69</u>	<u>23.78</u>
<u>10</u>	<u>21.58</u>	<u>22.69</u>	<u>23.78</u>	<u>24.98</u>
<u>11</u>	<u>22.69</u>	<u>23.78</u>	<u>24.98</u>	<u>26.22</u>
<u>15</u>	<u>27.57</u>	<u>28.94</u>	<u>30.36</u>	<u>31.89</u>
<u>16</u>	<u>28.94</u>	<u>30.36</u>	<u>31.89</u>	<u>33.47</u>
<u>17</u>	<u>30.36</u>	<u>31.89</u>	<u>33.47</u>	<u>35.14</u>
<u>18</u>	<u>31.89</u>	<u>33.47</u>	<u>35.14</u>	<u>36.89</u>
<u>19</u>	<u>33.47</u>	<u>35.14</u>	<u>36.89</u>	<u>38.77</u>
<u>20</u>	<u>35.14</u>	<u>36.89</u>	<u>38.77</u>	<u>40.69</u>

Article 11.~~75~~ - Master Mechanic Certification Program

Employees in the Refuse Disposal Technician I, Port Maintenance Journeyman designated mechanic, Equipment Operations Technician I, and Equipment Operations Technician II classifications are eligible for the ASE Master Mechanic Certification Program as follows:

The employee shall receive a 5% pay enhancement for the ASE Master Mechanic Certification. Employees must have a current ASE Master Mechanic Certification in order to receive the pay enhancement. The pay enhance shall be effective the beginning of the pay period in which the employee enters the certification in Employee Self Service (ESS) or when it is received by Human Resources. The pay enhancement shall not be effective prior to the issue/effective date of the ASE Master Mechanic Certification.

Article 11.~~86~~ - Master Mechanic Reimbursement

To be eligible for reimbursement for the testing required to obtain an ASE Master Mechanic Certification the following criteria must be met:

1. The attendance at the classes, trainings, and testing times must be completed on the employee's own time; and
2. The employee shall provide proof of successful completion for each course.

Upon successful completion of each course, the MOA shall reimburse the employee for the cost of the course(s) and any testing fees. If the employee separates from MOA employment within one year of course completion, the entire cost, including course and

14.B.

testing fees, shall be reimbursed by the employee to the MOA through payroll deduction or other means.

**ARTICLE 12
TERMS OF AGREEMENT, RENEGOTIATION**

Article 12.1 - Effective Date and Duration

The Agreement is effective after ratification by the union membership and approval by the Assembly as required by Anchorage Municipal Code. This Agreement shall expire at midnight June 30, ~~2026~~2022.

Article 12.2 - Renegotiation

~~Either party wishing to negotiate a successor agreement to this Agreement must notify the other party not less than one hundred and twenty (120) calendar days before the expiration date of this Agreement.~~ If either party wishes to negotiate a successor agreement and properly notifies the other party, both parties must participate in the negotiations. Negotiations must commence at least one hundred and eighty ninety (~~180~~90) days before the expiration date of this Agreement. If neither party properly notifies the other party of an intent to negotiate a successor agreement, this Agreement shall be automatically renewed for a period of one (1) year from its expiration date and for successive periods of one (1) year each for so long as there is no proper notification of an intent to negotiate a successor to this Agreement.

ACKNOWLEDGEMENT AND CERTIFICATION

Pursuant to Anchorage Municipal Code section 3.70.130 D, each and every collective bargaining contract, agreement, modification, written interpretation, or other change, alteration or amendment, no matter how denominated, shall include a summary of requirements and remedial provisions, and the certification under oath or affirmation by each duly authorized representative signing on behalf of a party.

The undersigned duly authorized representatives, on behalf of the parties to this agreement, hereby affirm and certify as follows:

- A. This agreement complies with Anchorage Municipal Code section 3.70.130.
- B. Section 3.70.130 requires Assembly approval of all modifications and amendments, no matter how denominated.
- C. Absent Assembly approval as required by section 3.70.130, any modification or amendment, no matter how denominated, shall be deemed null and void, and any payments made shall be recoverable by the Municipality.
- D. Absent Assembly approval as required by section 3.70.130, written clarifications and interpretations within the definition of "administrative letter" are invalid.
- E. Section 3.70.010 prohibits the use of administrative letters to vary the explicit terms of a labor agreement.
- F. Intentional actions in violation of section 3.70.130 are subject to fines and penalties under section 1.45.010.
- G. Remedial actions: In the event the provisions of section 3.70.130 are violated by administrative action, any labor agreement, agreement, modification, written interpretation, or other change, alteration or amendment, no matter how denominated, shall be null and void with no force or effect.

MUNICIPALITY OF ANCHORAGE

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 302

DATED: _____

DATED: _____

BY: _____

BY: _____

Its ____

Its ____

CERTIFICATION

I certify that the foregoing Agreement was ratified by the majority of the members of the bargaining unit present and voting at a properly called meeting on the 15th day of June 2022.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302

DATED: June 15, 2022

BY: _____

William T. Sims
District 6 Business Representative /IUOE, Local 302

MUNICIPALITY OF ANCHORAGE

IUOE LOCAL 302

To be signed subsequent to Assembly Ratification

~~Karen Norsworthy~~ Niki Tshibaka
Human Resources Director

Bill Sims
L302 Business Representative

Gaylon P. VanLandingham
Street Maintenance Manager

~~Will Christy~~ Lance Johnson
L302 Negotiations Team Member

Raylene Griffith
Labor Relations Director

Bryan Protzman
L302 Negotiations Team Member

Blair Christensen
Deputy Municipal Attorney

Chuck Strange
L302 ~~N~~egotiations Team Member

Courtney Petersen
OMB

~~Bryan Martin~~ Tim Simpson
L302 Negotiations Team Member

~~Ethan Berkowitz~~ Dave Bronson
Mayor

~~Jason Alward~~
L302 District Representative

ATTEST: _____

Barbara Jones
Municipal Clerk

Rory Hauser
L302 Negotiations Team Member

CERTIFICATION

I certify that the foregoing Agreement was ratified by the majority of the members of the bargaining unit present and voting at a properly called meeting on the 18th day of May, 2022.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302

DATED: May 20, 2022

BY: _____

William T. Sims
District 6 Business Representative /IUOE, Local 302

APPENDIX A – MOA DRIVING CONVICTION GUIDELINES

Appendix A Municipality of Anchorage Driving Conviction Guidelines

The following is the minimum standard for consideration for Municipal positions that require driving in order to perform the essential duties of the position. "Consideration" is not a guarantee that the applicant will be forwarded for further review or selected for hire. In determining if an applicant's driving record is "acceptable," the examiner will use the date of conviction(s) and the date of the employment application.

Category	Type of Conviction(s)	Number of Convictions	0 to 3 Years (0 to 36 Months)	4 to 5 Years (37 to 60 Months)	6 to 10 Years (61 to 120 Months)	11 Years & Beyond (121 + Months)
I	DUI/DWI or Refusal to Submit to a Chemical Test	1	Not acceptable	Acceptable	Acceptable	Acceptable
	DUI/DWI, Reckless, or Refusal to Submit to a Chemical Test	2	Not acceptable	Not acceptable	Not acceptable	Acceptable
	DUI/DWI, Reckless, or Refusal to Submit to a Chemical Test	3 or more	Not acceptable	Not acceptable	Not acceptable	Not acceptable
II	Driving with a suspended, revoked, or cancelled license	1	Not acceptable	Acceptable	Acceptable	Acceptable
III	Combination of category I and II	2	Not acceptable	Not acceptable	Not acceptable	Acceptable
	Combination of category I and II	3 or more	Not acceptable	Not acceptable	Not acceptable	Not acceptable
IV	Other moving violations	3 or more	Not acceptable	Acceptable	Acceptable	Acceptable

The Human Resources Director retains the right to waive applicant disqualification based on the facts of the situation.

Appendix B Union Seniority Tie-Breaker

Position Drawn	Last name Begins with	Seniority Award
1	E	1 st
2	V	2 nd
3	G	3 rd
4	I	4 th
5	F	5 th
6	K	6 th
7	M	7 th
8	W	8 th
9	A	9 th
10	Z	10 th
11	H	11 th
12	Y	12 th
13	X	13 th
14	O	14 th
15	T	15 th
16	Q	16 th
17	L	17 th
18	U	18 th
19	R	19 th
20	C	20 th
21	J	21 st
22	B	22 nd
23	P	23 rd
24	D	24 th
25	N	25 th
26	S	26 th

MUNICIPALITY OF ANCHORAGE
Summary of Economic Effects -- Enterprise

AR Number: 2022-207

Title: **A RESOLUTION RATIFYING A COLLECTIVE BARGAINING
 AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE
 (MOA) AND THE INTERNATIONAL UNION OF OPERATING
 ENGINEERS (LOCAL 302)**

Sponsor: **MAYOR**
 Preparing Agency: Department of Human Resources
 Others Impacted: Various Municipal Departments

CHANGES IN EXPENDITURES AND REVENUES (In Thousands of Dollars)

	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>
Operating Expenditures					
1000 Personal Services	\$ 50	\$ 310	\$ 459	\$ 618	\$ 383
2000 Non-Labor					
3900 Contributions					
4000 Debt Service					
TOTAL DIRECT COSTS:	\$ 50	\$ 310	\$ 459	\$ 618	\$ 383
Add: 6000 Charges from Others					
Less: 7000 Charges to Others					
FUNCTION COST:	\$ 50	\$ 310	\$ 459	\$ 618	\$ 383

REVENUES:

CAPITAL:

POSITIONS: FT/PT and Temp

PUBLIC SECTOR ECONOMIC EFFECTS:

The Collective Bargaining Agreement (CBA) increases direct labor costs (wages, benefits) an average of 2.52% annually for the Enterprise Funds, based on the three years and eleven months covered by the CBA.

The wage will increase 1.7% effective the first full pay periods in 2023, 2025 and 2026, and 1.6% effective the first full pay period in 2024.

The MOA health care contribution will increase to \$1,764 effective the first of the month following Assembly approval. The MOA contribution will be 90% of plan increases in July 2023, July 2024 and July 2025.

The MOA's pension contribution for Regular employees will increase the first full pay period each year; \$6.45 per hour in 2024, \$6.50 per hour in 2025, and \$6.55 per hour in 2026. The MOA's pension contribution for Seasonal employees will increase to \$1.00 per hour effective January 1, 2023.

The MOA hand tool allowance will increase to \$50 per month in 2023, \$60 per month in 2024, and \$70 per month in 2025 for five employees in specified classifications.

The MOA safety footwear allowance for all Regular employees will increase to \$200 per year effective January 1, 2023.

The MOA contributions to the Apprenticeship and Training Program will increase to \$12.25 per week for all regular employees effective the first full pay period of January 2025.

Costs for this SEE were verified by Internal Audit.

PRIVATE SECTOR ECONOMIC EFFECTS:

Prepared by: Raylene Griffith, Labor Relations Director

Telephone: 343-4478

MUNICIPALITY OF ANCHORAGE
Summary of Economic Effects -- General Government

AR Number: 2022-207

Title: **A RESOLUTION RATIFYING A COLLECTIVE BARGAINING AGREEMENT
 BETWEEN THE MUNICIPALITY OF ANCHORAGE (MOA) AND THE
 INTERNATIONAL UNION OF OPERATING ENGINEERS (LOCAL 302)**

Sponsor: **MAYOR**
 Preparing Agency: Department of Human Resources
 Others Impacted: Various Municipal Departments

CHANGES IN EXPENDITURES AND REVENUES (In Thousands of Dollars)

	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>
Operating Expenditures					
1000 Personal Services	\$ 65	\$ 357	\$ 539	\$ 733	\$ 457
2000 Non-Labor					
3900 Contributions					
4000 Debt Service					
TOTAL DIRECT COSTS:	\$ 65	\$ 357	\$ 539	\$ 733	\$ 457
Add: 6000 Charges from Others					
Less: 7000 Charges to Others					
FUNCTION COST:	\$ 65	\$ 357	\$ 539	\$ 733	\$ 457

REVENUES:

CAPITAL:

POSITIONS: FT/PT and Temp

PUBLIC SECTOR ECONOMIC EFFECTS:

The Collective Bargaining Agreement (CBA) increases direct labor costs (wages, benefits) an average of 2.45% annually for the General Government Fund, based on the three years and eleven months covered by the CBA.

The wage will increase 1.7% effective the first full pay periods in 2023, 2025 and 2026, and 1.6% effective the first full pay period in 2024.

The MOA health care contribution will increase to \$1,764 effective the first of the month following Assembly approval. The MOA contribution will be 90% of plan increases in July 2023, July 2024 and July 2025.

The MOA's pension contribution for Regular employees will increase the first full pay period each year; \$6.45 per hour in 2024, \$6.50 per hour in 2025, and \$6.55 per hour in 2026. The MOA's pension contribution for Seasonal employees will increase to \$1.00 per hour effective January 1, 2023.

The MOA hand tool allowance will increase to \$50 per month in 2023, \$60 per month in 2024, and \$70 per month in 2025 for four employees in specified classifications.

The MOA safety footwear allowance for all Regular employees will increase to \$200 per year effective January 1, 2023.

The MOA contributions to the Apprenticeship and Training Program will increase to \$12.25 per week for all regular employees effective the first full pay period of January 2025.

Costs for this SEE were verified by Internal Audit.

PRIVATE SECTOR ECONOMIC EFFECTS:

ANCHORAGE, ALASKA
AO No. 2022-72

AN ORDINANCE OF THE ANCHORAGE ASSEMBLY AMENDING ANCHORAGE MUNICIPAL CODE SECTION 3.70.110 TO MODIFY THE ASSEMBLY APPROVAL PROCESS OF AN ARBITRATOR'S DECISION IN COLLECTIVE BARGAINING FOR SERVICE CLASS A.2. AND A.3. EMPLOYEES FOR PURPOSES OF IMPASSE RESOLUTION.

WHEREAS, the Municipality of Anchorage has a declared public policy in its labor relations chapter of the Anchorage Municipal Code that "it is its policy to promote harmonious and cooperative relations between the municipality and its employees and to protect the public by ensuring orderly and effective operations of government." Anchorage Municipal Code section 3.70.020A.; and

WHEREAS, in addition, Municipal employees have the right to organize and be represented by employee organizations for the purpose of collective bargaining concerning the terms and conditions of their employment, as stated in AMC section 3.70.030, *Rights of Employees*; and

WHEREAS, the public interest is served by the fair, orderly and efficient resolution of collective bargaining disputes arising between the Municipality and municipal employee unions; and

WHEREAS, the Municipality recently amended the collective bargaining process to prioritize the public's interest with unanimous approval by Assembly Members, and with the Mayor's strong statement of support, of AO 2021-103, As Amended, which recognized the serious public health and safety risks from untreated water and wastewater if sewer and water treatment employees were allowed to strike and therefore moved these workers to service class A.1. which is prohibited from striking and causing an interruption in service and in return receives a binding decision in arbitration for purposes of fairness and impasse resolution; and

WHEREAS, arbitration is a necessary and important step to resolve an impasse in negotiations between the Municipality and municipal employee unions; and

WHEREAS, a decision by a mutually agreed-upon neutral arbitrator which resolves an impasse in negotiations between parties promotes harmony, order and cooperation between the Municipality and municipal employee unions; and

WHEREAS, requiring a supermajority vote of the Assembly for approval of a neutral arbitrator's decision does not serve the public interest and functions as an unnecessary obstacle for the resolution of an impasse between parties; and

14.C.

WHEREAS, basic principles of fairness dictate that a decision by a neutral arbitrator which resolves an impasse between the Municipality and municipal employee unions for class A.2 and A.3 employees should be approved unless rejected by a supermajority of the assembly; now therefore,

THE ANCHORAGE ASSEMBLY ORDAINS:

Section 1. Anchorage Municipal Code section 3.70.110C.10. is hereby amended to read as follows (*the remainder of the section for context or is not affected and therefore not set out*):

3.70.110 Impasse resolutions.

*** *** ***

C. Submission of issues to arbitration.

*** *** ***

10. Decision by arbitrator.

*** *** ***

- b. The decision of the arbitrator for bargaining units or portions of bargaining units within the categories described in subsection A.2 or A.3 of this section shall be final and binding upon the parties unless rejected [AFTER APPROVAL] by eight votes of the assembly. Upon delivery of an arbitrator's decision to the municipal clerk, the assembly shall have 21 days to reject the decision. The internal auditor or its contractor shall review and express an opinion on the financial analysis prepared by the affected parties of the projected costs and savings from the contract to be replaced resulting from the arbitrator's decision [RECOMMENDATION] and the municipality's last best offer. The assembly's action shall be by a resolution stating the assembly resolves to reject the arbitrator's decision. If the arbitrator's decision is rejected [NOT APPROVED] by the assembly within 21 days after delivery to the municipal clerk [, OR SEVEN DAYS FOLLOWING RECEIPT OF THE MUNICIPALITY'S FINANCIAL ANALYSIS, WHICHEVER IS LATER,] the parties shall be considered at impasse. The municipality may then implement its last best offer and the affected bargaining unit may exercise its right to strike.

*** *** ***

(AO No. 69-75; AO No. 81-70; AO No. 88-131(S); AO No. 88-148; AO No. 89-46(S-1); AO No. 90-159; AO No. 91-29; AO No. 91-43(S-2); AO No. 91-173(S); AO No. 97-143(S-1), § 1, 12-9-97; AO No. 2015-23(S), § 14, 3-24-15; AO No. 2021-103, § 1, 10-28-21)

14.C.

Section 2. This ordinance shall be effective immediately upon passage and approval by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this _____ day of _____, 2022.

Chair _____

ATTEST:

Municipal Clerk



MUNICIPALITY OF ANCHORAGE

14.C.

ASSEMBLY MEMORANDUM

No. AM 373-2022

Meeting Date: July 12, 2022

From: Assembly Chair LaFrance and Vice Chair Constant

Subject: AN ORDINANCE OF THE ANCHORAGE ASSEMBLY AMENDING ANCHORAGE MUNICIPAL CODE SECTION 3.70.110 TO MODIFY THE ASSEMBLY APPROVAL PROCESS OF AN ARBITRATOR'S DECISION IN COLLECTIVE BARGAINING FOR SERVICE CLASS A.2. AND A.3. EMPLOYEES FOR PURPOSES OF IMPASSE RESOLUTION.

Municipal employees have the right to organize and be represented by employee organizations, or unions, for the purpose of collective bargaining. The Municipality is represented by "the mayor's authorized negotiating team" on the one side, and the employee organization by a bargaining representative on the other. When the parties are unable to resolve disputes on specific terms of the collective bargaining agreement in that process, those unresolved issues are sent to arbitration, per Anchorage Municipal Code section 3.70.100B.

Because the provision of public services can be significantly impacted by interruption due to an impasse and the length of time to reach resolution, the Municipal Code, and many jurisdictions, separate employees into different types of service classes for purposes of how impasses are resolved and the effect of a neutral arbitrator's decision. This proposed ordinance will change the effect of an arbitrator's decision in collective bargaining disputes for all employees in service classes A.2. or A.3., which does not include only those in police, fire protection, emergency medical services, and sewer and water treatment (class A.1.). Currently, the arbitrator's decision for disputes with service classes A.2. and A.3. must be approved by a supermajority of the Assembly in accordance with AMC subsection 3.70.110C.10.b. in order to become effective. If not approved, then the Administration can implement its last best offer, and the bargaining unit's employees may strike.

The foregoing arrangement causes the neutral arbitrator's decision to be unnecessarily difficult to be affirmed. Therefore, this ordinance would require that the supermajority of the Assembly be required to instead reject the decision of the neutral arbitrator. This places more weight on the process of negotiation and arbitration, which is aligned with the basic principles of equity and fairness expected in collective bargaining.

From the inception of the Municipality in 1975 until 1988, the Assembly had no role in accepting or rejecting the decision of the arbitrator in labor negotiation disputes. In 1988, AO 88-131(S) was adopted and enacted Code language requiring that the arbitrator's decision for the A.2. and A.3. service classes "shall be final and binding upon the parties unless rejected by 3/5 majority of the Assembly...". Approximately nine months later, AO 89-46(S-1) changed the Municipal Code so the arbitrator's

1 decision required a vote of approval to be put into effect, and that it be approved by
2 eight members of the Assembly, thereby raising the bar to attain approval of the
3 result of the collective bargaining process. A review of historical meeting documents,
4 including minutes, does not provide insight into the reasoning for changes in the
5 number of votes required or the requirement of approval or rejection of the
6 arbitrator's decision.

7
8 This standard requiring eight votes to approve the decision of the arbitrator has been
9 in place for 33 years. The current structure of contract negotiations favors one party
10 over the other. If that threshold of eight votes is not achieved, the parties are at
11 impasse, which could lead to a strike and an interruption in some public services.

12
13 The proposed ordinance will defer the disputed terms to a fair, neutral party to
14 articulate findings that will be accepted and binding **unless** eight members of the
15 Assembly deem them unfair. This will ensure that the introduction of a third party
16 into contract negotiations is done so with the intention of agreeing to the fairest
17 contract and avoiding impasse. This measure will eliminate unnecessary barriers
18 that prevent obtaining a fair and equitable contract.

19
20 **We request your support for the ordinance.**

21
22 Prepared by: Assembly Counsel's Office
23 Respectfully submitted: Assembly Chair Suzanne LaFrance
24 District 6, South Anchorage
25 Assembly Vice Chair Christopher Constant
26 District 1, Downtown Anchorage

Submitted by: Chair of the Assembly at
the request of the Mayor
Prepared by: Real Estate Services
For reading: July 12, 2022

**ANCHORAGE, ALASKA
AO No. 2022-73**

AN ORDINANCE AUTHORIZING THE TRANSFER OF OWNERSHIP OF CERTAIN INTERESTS IN THE MT. SPURR ELEMENTARY SCHOOL TO THE DEPARTMENT OF THE AIR FORCE, LOCATED AT JOINT BASE ELMENDORF – RICHARDSON ON A PORTION WITHIN SE4 SEC4 T13N R3W, AND TERMINATE THE LAND LEASE FOR THE SCHOOL GROUNDS.

WHEREAS, in 1991, the U.S. Department of Education transferred the title of the Mt. Spurr Elementary School (Mt. Spurr) to the Municipality of Anchorage (MOA); and

WHEREAS, in 2004, the MOA, on behalf of the Anchorage School District (ASD), entered into a 25-year lease with the Department of the Air Force (Air Force) for the real property underlying Mt. Spurr; and

WHEREAS, the MOA and ASD propose to transfer the Mt. Spurr school building and associated moveable school equipment, located at Joint Base Elmendorf – Richardson on a portion within SE4 SEC4 T13N R3W, to the Air Force; and

WHEREAS, the MOA and ASD also propose to terminate the land lease for the Mt. Spurr school grounds; and

WHEREAS, The MOA, ASD, and the Air Force have mutually agreed to the vacating of the school building and transfer of title to the Air Force along with terminating the land lease for the school grounds; now, therefore,

THE ANCHORAGE ASSEMBLY ORDAINS:

Section 1. The MOA is hereby authorized to transfer Mt. Spurr and associated moveable equipment, located at JBER on a portion within SE4 SEC4 T13N R3W, to the Air Force.

Section 2. The MOA is hereby authorized to terminate the land lease with the Air Force for the Mt. Spurr school grounds.

Section 3. This Ordinance shall be effective immediately upon passage and approval.

PASSED AND APPROVED by the Anchorage Assembly this ____ day of ____, 2022.

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ATTEST:

Chair

Municipal Clerk

MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM
AM No. 375-2022

14.D.

Meeting Date: July 12, 2022

FROM: MAYOR

SUBJECT: AN ORDINANCE AUTHORIZING THE TRANSFER OF OWNERSHIP OF CERTAIN INTERESTS IN THE MT. SPURR ELEMENTARY SCHOOL TO THE DEPARTMENT OF THE AIR FORCE, LOCATED AT JOINT BASE ELMENDORF - RICHARDSON ON A PORTION WITHIN SE4 SEC4 T13N R3W, AND TERMINATE THE LAND LEASE FOR THE SCHOOL GROUNDS.

This Ordinance authorizes the Municipality of Anchorage (MOA) to transfer ownership of the Mt. Spurr Elementary School (Mt. Spurr) building and associated movable school equipment to the Department of the Air Force (Air Force). This ordinance also authorizes MOA to terminate MOA's land lease with the Air Force.

The Anchorage School District (ASD) provides the educational program for students attending schools located on Joint Base Elmendorf-Richardson (JBER), including Mt. Spurr. In 2004, The U.S. Department of Education transferred ownership of the school building located on JBER to the MOA. Original acceptance of the transfer was approved by AR 1991-87 (Appendix A).

As the transfer from the U.S. Department of Education to the MOA only included the improvements and movable equipment on the school site, the MOA was also required to enter into a lease with the Air Force for the underlying real property. Thus, in 2004, the MOA entered into a 25-year land lease for a tract of land located on JBER, approximately 7.43 acres in size, which serves as the location for Mt. Spurr.

ASD closed Mt. Spurr at the end of the 2018-2019 academic school year with the intention of beginning the process of returning the building to the Air Force. The November 30, 2018 earthquake caused a need for ASD to continue utilizing Mt. Spurr due to other facilities being taken offline for repairs. Those facilities are now back online, and the Air Force has a need for Mt. Spurr.

The MOA, ASD, and the Air Force have mutually agreed to the vacating of the school building and transfer of title to the Department of the Air Force along with terminating the land lease for the school grounds. While Assembly approval is not technically required, this ordinance serves as notice of the upcoming transaction.

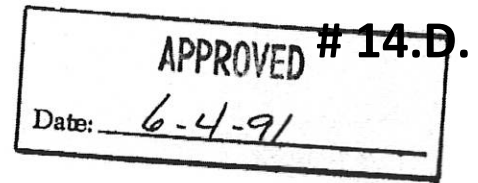
There is no immediate economic impact and therefore there is no Summary of Economic Effects attached to this ordinance.

THE ADMINISTRATION RECOMMENDS APPROVAL.

Prepared by: Real Estate Services

Approved by: Adam Trombley, Community Development Director

1 Concur: Courtney Petersen, Acting Director, OMB
2 Concur: Travis C. Frisk, CFO
3 Concur: Mario Bird, Municipal Attorney
4 Concur: Amy Demboski, Municipal Manager
5 Respectfully submitted: Dave Bronson, Mayor
6
7 Appendices:
8 Appendix A: AR 91-87
9 Appendix B: Vicinity map
10



Submitted by: Chairman of the Assembly
 at the Request of the
 School Board
 Prepared by: Anchorage School
 District
 For reading: May 7, 1991

ANCHORAGE, ALASKA
 AR NO. 91-87

A RESOLUTION OF THE MUNICIPALITY OF ANCHORAGE AUTHORIZING THE
 ACCEPTANCE OF A TRANSFER OF OWNERSHIP OF CERTAIN INTERESTS IN THE
 SEVEN ELEMENTARY SCHOOLS LOCATED ON ELMENDORF AIR FORCE BASE AND
 FORT RICHARDSON MILITARY RESERVATION TO THE MUNICIPALITY.

WHEREAS, the Anchorage School District provides
 educational program for students attending the following seven
 elementary schools located on Elmendorf Air Force Base and Fort
 Richardson Military Reservation ("Schools"):

<u>Elmendorf</u>	<u>Fort Richardson</u>
Aurora	Kennedy
Mt. Illiamna	Ursa Major
Mt. Spurr	Ursa Minor
Orion;	

WHEREAS, the United States Department of Education has
 recently expressed an interest in releasing its right, title and
 interest in the Schools to the local government which owns and
 operates the Schools;

WHEREAS, the Department of Education has conditioned an
 appropriation of funding to upgrade the School buildings to a
 degree consistent with School District specifications
 requirements on the Municipality making a firm commitment to
 accept transfer of title to the School buildings and to enter
 into 25-year leases with regard to the real property underlying

the School buildings;

NOW THEREFORE, the Anchorage Assembly resolves that

Section 1. The Municipality agrees to accept transfer of title to the following schools located on Elmendorf Air Force Base and Fort Richardson Military Reservation, following the United States Government's providing of funding to upgrade the School buildings to a degree consistent with Anchorage School District specifications and requirements, and provided that such acquisitions are without cost to the School District or the Municipality:

Elmendorf

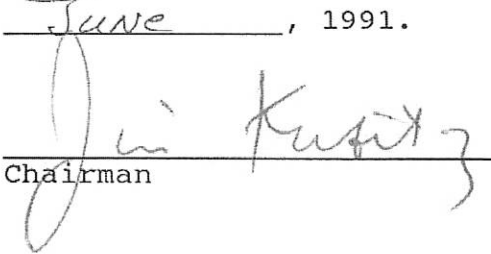
Fort Richardson

Aurora
Mt. Illiamna
Mt. Spurr
Orion.


Kennedy
Ursa Major
Ursa Minor

Section 2. This resolution shall take effect immediately upon passage and approval by the Anchorage Municipal Assembly.

PASSED AND APPROVED by the Anchorage Municipal Assembly, this 4th day of June, 1991.


Chairman

ATTEST:


Municipal Clerk

Anchorage School District Appropriation:
Office of the Superintendent \$0

Appendix B



ANCHORAGE, ALASKA
AO No. 2022-74

**AN ORDINANCE OF THE ANCHORAGE ASSEMBLY AMENDING ANCHORAGE
MUNICIPAL CODE OF REGULATIONS 25.10.007 TO ALLOW PARKS AND
RECREATION DIRECTOR TO WAIVE PERMIT RESTRICTIONS AT MUNICIPALLY
OWNED CAMPSITES.**

WHEREAS, Anchorage Municipal Code of Regulations allows the director of the
Parks and Recreation Department discretion to place restrictions or waive restrictions
on the use of park land when it is in public interest to do so,

WHEREAS, this ordinance would update the Anchorage Municipal Code of
Regulations to allow the director of the Parks and Recreation Department to waive
restrictions on daily use permits for the use of campsites in municipal parks when it is
in the public interest to do so; now, therefore,

THE ANCHORAGE ASSEMBLY ORDAINS:

Section 1. Anchorage Municipal Code of Regulations 25.10.007 is hereby
amended to read as follows (*the remainder of the section is not affected and therefore
not set out*):

25.10.007 Daily use permit for campsites.

A daily use permit is required for the use of any campsite in a park. The
director may establish a fee schedule and a procedure for the acquisition of a
daily use permit for a campsite. The director may specify the size, type and
arrangement of camping shelters and the maximum number of persons and/or
vehicles permitted to use any campsite at any given time. A person or group of
persons shall be allowed a permit for no more than seven consecutive days at
any one campsite and for no more than 14 days at any combination of
campsites. The restrictions contained in this section may be waived by the
director when the director finds it is in the public interest to do so.

Section 2. This ordinance shall be effective immediately upon passage and
approval by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this _____ day of _____,
2022.

ATTEST:

Chair

14.E.

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2

Municipal Clerk



MUNICIPALITY OF ANCHORAGE

14.E.

Assembly Memorandum

No. AM 380-2022

Meeting Date: July 12, 2022

From: MAYOR

Subject: AN ORDINANCE OF THE ANCHORAGE ASSEMBLY AMENDING ANCHORAGE MUNICIPAL CODE OF REGULATIONS 25.10.007 TO ALLOW PARKS AND RECREATION DIRECTOR TO WAIVE PERMIT RESTRICTIONS AT MUNICIPALLY OWNED CAMPSITES.

Anchorage Municipal Code allows the director of the Parks and Recreation Department discretion to place restrictions or waive restrictions on the use of park land when it is in public interest to do so. This ordinance would update the Anchorage Municipal Code of Regulations, in line with other provisions, to allow the director of the Parks and Recreation Department to waive restrictions on daily use permits for the use of campsites in municipal parks when it is in the public interest to do so.

* There are no economic effects and therefore pursuant to AMC 2.30.053B.1., no Summary of Economic Effects is attached to this ordinance.

THE ADMINISTRATION RECOMMENDS APPROVAL.

Prepared by: Department of Law
Approved by: Mario Bird, Municipal Attorney
Concur: Josh Durand, Director, Parks and Recreation
Concur: Amy Demboski, Municipal Manager
Respectfully submitted: Dave Bronson, Mayor

ANCHORAGE, ALASKA
AR No. 2022-221

1 **A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY**
2 **REAPPROPRIATING NOT TO EXCEED TWO MILLION FIVE HUNDRED**
3 **THOUSAND DOLLARS (\$2,500,000) PREVIOUSLY APPROPRIATED FOR**
4 **OPERATIONAL COSTS FOR SHELTER, DAY CENTER AND/OR TREATMENT**
5 **CENTER WITHIN THE ALCOHOL BEVERAGES RETAIL SALES TAX FUND**
6 **(206000) AND APPROPRIATING NOT TO EXCEED ONE MILLION FIVE**
7 **HUNDRED THOUSAND DOLLARS (\$1,500,000) OF ALCOHOL BEVERAGES**
8 **RETAIL SALES TAX FUND (206000) FUND BALANCE, TO BE USED AS A**
9 **DIRECT GRANT TO UNITED WAY FOR RENTAL UNIT REHABILITATION, TO**
10 **THE ANCHORAGE HEALTH DEPARTMENT FOR EMERGENCY SHELTERING**
11 **TO INCLUDE COLD WEATHER RESPONSE, AND TO THE ANCHORAGE**
12 **COALITION TO END HOMELESSNESS TO BE USED FOR EXPANDED**
13 **OUTREACH AND TRANSPORTATION SERVICES.**
14

15
16 **WHEREAS**, the Anchorage Assembly approved on November 1, 2021, AR 2021-
17 350, As Amended, which identified an exit strategy to end mass care and
18 implement an integrated client and community centered approach to addressing
19 homelessness; and
20

21 **WHEREAS**, the Anchorage Assembly approved on December 7, 2021, AO 2021-
22 116(S), As Amended, to implement the mass care exit strategy adopted in AR
23 2021-350, As Amended; and
24

25 **WHEREAS**, housing unit availability and affordability continues to pose a
26 significant challenge to housing individuals experiencing homelessness; and
27

28 **WHEREAS**, with the closure of the Sullivan Arena as a mass care facility, there
29 are now approximately 350 unsheltered individuals experiencing homelessness in
30 the Municipality of Anchorage (MOA), which include families with children for the
31 first time in several years; and
32

33 **WHEREAS**, the Anchorage Coalition to End Homelessness (ACEH) currently has
34 one-time funding (ESG-CV) through the Municipality to coordinate outreach
35 services through September 2022, but after that time there is no direct funding
36 from the MOA to coordinate or conduct outreach activities; and
37

38 **WHEREAS**, the Department of Housing and Urban Development (HUD) has
39 placed significant focus on outreach and housing first (unsheltered to housing)
40 efforts in its 2022-2027 strategic plan and with its recent release of a Special
41 Notice of Funding Opportunity, however those funds won't be available until late
42 fall at the earliest and the amount is not sufficient to meet the outreach needs of

14.F.

the increased number of individuals experiencing unsheltered homelessness in Anchorage; and

WHEREAS, a lack of access to transportation significantly hinders street outreach's ability to assist individuals in the steps required to secure housing, from obtaining documents to viewing units; and

WHEREAS, the MOA has an obligation under Anchorage Municipal Code chapter 16.120 to provide shelter to individuals experiencing homelessness when the outside temperature drops to 45 degrees Fahrenheit or below on the day when sheltering begins; and

WHEREAS, appropriating funds at least one quarter before cold weather sheltering is required allows time for proper planning, procurement and coordination; and

WHEREAS, family unsheltered homelessness could end with a year-round coordinated emergency sheltering plan; now, therefore,

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. That the sum of not to exceed Five Hundred Thousand Dollars (\$500,000) previously appropriated for operational costs for shelter, day center, and/or treatment center costs with the Alcohol Beverages Retail Sales Tax Fund (206000) is hereby reappropriated to be used as a direct grant to United Way for the Landlord Housing Partnership to pay for up to 60 rental units to be rehabilitated (up to \$2,500 per bedroom, per unit) and to pay for security deposits.

Section 2. That the sum of not to exceed Two Million Dollars (\$2,000,000) previously appropriated for operational costs for shelter, day center, and/or treatment center costs with the Alcohol Beverages Retail Sales Tax Fund (206000) is hereby reappropriated to the Anchorage Health Department to be used through a competitive process to meet AMC ch. 16.120 requirements for emergency sheltering to include cold-weather response through the end of 2022. For purposes of this appropriation and preparing for compliance with AMC ch. 16.120, none of these funds shall be used for operational costs at the planned Navigation Center at Tudor and Elmore.

Section 3. That the sum of not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) is hereby appropriated from Alcohol Beverages Retail Sales Tax Fund (206000) fund balance to be used as a direct grant to the Anchorage Coalition to End Homelessness for expanded outreach to address the increased number of unsheltered individuals as well as targeted outreach for families and to provide funding for transportation costs.

Section 4. This resolution shall be effective immediately upon passage and approval by the Assembly.

14.F.

PASSED AND APPROVED by the Anchorage Assembly this _____ day of
_____, 2022.

Chair of the Assembly

ATTEST:

Municipal Clerk



MUNICIPALITY OF ANCHORAGE

14.F.

ASSEMBLY MEMORANDUM

No. AM 385-2022

Meeting Date: July 12, 2022

From: Assembly Members Perez-Verdia and Rivera

Subject: A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY REAPPROPRIATING NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) PREVIOUSLY APPROPRIATED FOR OPERATIONAL COSTS FOR SHELTER, DAY CENTER AND/OR TREATMENT CENTER WITHIN THE ALCOHOL BEVERAGES RETAIL SALES TAX FUND (206000) AND APPROPRIATING NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) OF ALCOHOL BEVERAGES RETAIL SALES TAX FUND (206000) FUND BALANCE AS A DIRECT GRANT TO UNITED WAY FOR RENTAL UNIT REHABILITATION, ANCHORAGE HEALTH DEPARTMENT FOR EMERGENCY SHELTERING TO INCLUDE COLD WEATHER RESPONSE, AND THE ANCHORAGE COALITION TO END HOMELESSNESS TO BE USED FOR EXPANDED OUTREACH AND TRANSPORTATION SERVICES.

On November 1, 2021, the Anchorage Assembly approved AR 2021-250, As Amended, which created an exit strategy to end mass care and implement an integrated client and community centered approach to addressing homelessness. With the closure of the Sullivan Arena as a mass care facility, there are now approximately 350 unsheltered individuals experiencing homelessness in the Municipality of Anchorage (MOA), which include families with children for the first time in several years. There are still significant challenges with housing unit affordability and availability to meet the need of housing individuals experiencing homelessness. The Landlord Housing Partnership is a way to make available an additional 60 units of housing by this winter.

The Department of Housing and Urban Development (HUD) has placed significant focus on street outreach and housing first (unsheltered to housing) efforts in its 2022-2027 strategic plan and with its recent release of a Special Notice of Funding Opportunity. The Anchorage Coalition to End Homelessness (ACEH) currently has one-time funding (ESG-CV) through the Municipality to coordinate street outreach services through September 2022, but after that time there is no direct funding from the MOA to coordinate outreach activities.

The MOA also has an obligation under Anchorage Municipal Code 16.120 to provide shelter to individuals experiencing homelessness when the outside temperature drops to 45 degrees Fahrenheit or below on the day when sheltering begins. Providing funds at least one quarter before cold weather sheltering is required to allow time for proper planning, procurement and coordination.

We request your support for the resolution.

Prepared by: Assembly Counsel
Respectfully submitted: Kameron Perez-Verdia, Assembly Member
District 3, West Anchorage

Felix Rivera, Assembly Member
District 4, Midtown Anchorage

ANCHORAGE, ALASKA
AR No. 2022-222

1 **A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY**
2 **APPROPRIATING WHEN TENDERED AN AMOUNT NOT TO EXCEED THREE**
3 **MILLION FOUR HUNDRED THOUSAND DOLLARS (\$3,400,000) OF THE**
4 **AMERICAN RESCUE PLAN ACT OF 2021 LOCAL FISCAL RECOVERY FUNDS**
5 **AS A DIRECT GRANT TO FIRST PRESBYTERIAN ANCHORAGE, LLC FOR**
6 **PURCHASE OF THE GUEST HOUSE.**
7

8
9 **WHEREAS**, the United States Congress passed and President Biden signed the
10 American Rescue Plan Act of 2021, on March 11, 2021; and
11

12 **WHEREAS**, the American Rescue Plan Act of 2021, a \$1.9 trillion relief bill,
13 established the Coronavirus State and Local Fiscal Recovery Funds to provide
14 \$350 billion in emergency funding for eligible local governments; and
15

16 **WHEREAS**, the Coronavirus Local Fiscal Recovery Fund (Recovery Fund) is
17 intended to provide to state, local, and Tribal governments support in their
18 response to and economic recovery from the COVID-19 public health emergency;
19 and
20

21 **WHEREAS**, a workgroup made up of Assembly members, the Mayoral
22 administration, and community partners was formed to develop a plan to exit the
23 Mass Care Facility at Sullivan Arena and launch an integrated client and
24 community centered approach to addressing homelessness; and
25

26 **WHEREAS**, on November 1, 2021, the Anchorage Assembly approved AR 2021-
27 350, As Amended, which identified an exit strategy to end mass care that included
28 the need to make additional workforce housing units available; and
29

30 **WHEREAS**, First Presbyterian Anchorage, LLC is under contract to purchase the
31 Guest House which will provide 110 units of workforce housing and 20 units of
32 permanent supportive housing; and
33

34 **WHEREAS**, the permanent supportive housing units set aside at the Guest House
35 will leverage the Assembly's ongoing investments in the Home for Good program;
36 and
37

38 **WHEREAS**, the workforce housing units will be reserved for those individuals that
39 make less than 30% of the area median income or below; and
40

41 **WHEREAS**, the Department of Housing and Urban Development (HUD) has
42 funding available to help pay for operational costs (HOME-ARPA, AHFC

14.G.

emergency housing vouchers, CDBG-CV) that will further leverage this funding;
now, therefore,

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. That an amount not to exceed Three Million Four Hundred Thousand Dollars (\$3,400,000) of American Rescue Plan Act of 2021 (ARPA) funds is hereby appropriated, when tendered, to the Federal Direct Grants Fund (241900) and as a direct grant to First Presbyterian Anchorage, LLC to cover the costs for purchasing the Guest House that will provide an additional 110 units of workforce housing and 20 units of permanent supportive housing.

Section 2. This resolution shall be effective immediately upon passage and approval by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this _____ day of _____, 2022.

Chair of the Assembly

ATTEST:

Municipal Clerk



ASSEMBLY MEMORANDUM

No. AM 386-2022

Meeting Date: July 12, 2022

From: Assembly Members Perez-Verdia and Rivera

Subject: A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROPRIATING WHEN TENDERED AN AMOUNT NOT TO EXCEED THREE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$3,400,000) AS A DIRECT GRANT FROM THE AMERICAN RESCUE PLAN ACT OF 2021 LOCAL FISCAL RECOVERY FUNDS TO FIRST PRESBYTERIAN ANCHORAGE, LLC FOR PURCHASE OF THE GUEST HOUSE.

The Guest House will convert 130 hotel units to housing for those who are employed, workforce-ready, and/or need permanent supportive housing. This is part of the facilitated plan's target for adding 300 housing units for these populations of people experiencing homelessness. The facilitated plan identified funding sources to implement the various projects included in the plan. Specifically, the facilitated plan identified \$3.4M from HUD funds known as HOME-ARP, that are administered by AHD, to help pay for the Guest House acquisition. The remainder of the purchase price comes from philanthropy and a prior MOA investment.

AHD was to begin the process to have those funds approved for use by HUD last February. AHD did not begin the process until a few weeks ago and now says the soonest it can be through HUD is November. Further AHD says the maximum funds would be only \$3.2M instead of \$3.4M. Both the timing and the amount jeopardize completing the Guest House purchase which is set to close at the end of August.

Also, the Guest House is now transitionally housing between 130-150 people who have left the pandemic mass care response facilities. The funding for that transitional housing ends at the end of August. The plan has been to convert the current Guest House residents to housing leases post-closing and the funds for that can only be used for housing leases.

Without this funding, the Guest House purchase may be lost. And, even if the owner agreed to a closing extension, the residents currently residing there would not be able to stay because there are no funds for that. This puts 130-150 more people at risk of joining the already several hundreds of people currently without housing or shelter.

The Department of Treasury issued a final rule that became effective April 1, 2022 to provide greater detail on allowable uses of this funding for local communities received from the American Rescue Plan Act of 2021. They further released fact sheets on how state, local, and Tribal governments are using these funds to keep families in their homes and making more affordable housing available in their

communities. You can find this fact sheet at the following link:
<https://home.treasury.gov/system/files/136/SLFRF-Housing-Investments-Factsheet.pdf>

I request your support for the resolution.

Prepared by:	Assembly Counsel
Respectfully submitted:	Kameron Perez-Verdia, Assembly Member District 3, West Anchorage
	Felix Rivera, Assembly Member District 4, Midtown Anchorage

Submitted by: Assembly Chair LaFrance, #15.A.
Assembly Vice-Chair Constant
and Public Safety Committee
Chair Perez-Verdia
Prepared by: Municipal Clerk's Office
For reading: July 26, 2022

ANCHORAGE, ALASKA
AR No. 2022-224

1 **A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY STATING ITS**
2 **CONDITIONAL PROTEST REGARDING THE RENEWAL OF BEVERAGE**
3 **DISPENSARY/TOURISM, LIQUOR LICENSE #5846 FOR YC ANCHORAGE HOTEL**
4 **GROUP LP DBA FOUR POINTS BY SHERATON ANCHORAGE LOCATED AT 325 W**
5 **8TH AVE ANCHORAGE, AK 99501 PENDING SATISFACTION OF MUNICIPAL**
6 **REQUIREMENTS AND AUTHORIZING THE MUNICIPAL CLERK TO TAKE CERTAIN**
7 **ACTION.**

8
9 (South Addition Community Council)
10

11 **WHEREAS**, the Assembly Chair of the Public Safety Committee and the Assembly Chair
12 and Vice-Chair are deemed the sponsors of this resolution; and
13

14 **WHEREAS**, Anchorage Municipal Code (AMC) 2.30.120F. requires the Assembly to act
15 on state liquor license applications by resolution and does not require introduction of the
16 resolution; and
17

18 **WHEREAS**, YC Anchorage Hotel Group LP has made an application with the Alaska
19 Alcohol and Marijuana Control Office (AMCO), for consideration by the Alcoholic Beverage
20 Control (ABC) Board, and has paid the required fee for the renewal of beverage
21 dispensary/tourism liquor license, #5846, to be used for Four Points by Sheraton
22 Anchorage, located at 325 W 8th Ave, Anchorage, Alaska, 99501; and
23

24 **WHEREAS**, the Assembly must enter any protest to AMCO within 60 days following
25 receipt of the application; and
26

27 **WHEREAS**, Anchorage Municipal Code (AMC) 2.30.120 and 3 AAC 304.145(d) require
28 the Assembly to hold a public hearing to provide the applicant an opportunity to defend
29 their application prior to exercising or waiving the right to protest; and
30

31 **WHEREAS**, the Anchorage Municipal Clerk received a copy of this application on June
32 10, 2022 and has determined that the last day for the Assembly to file a protest is August
33 9, 2022; and
34

35 **WHEREAS**, this resolution sets the public hearing on the protest of the renewal of liquor
36 license, #5846, for July 26, 2022; and
37

1 **WHEREAS**, the public hearing notice posting as required by Anchorage Municipal
2 Charter Section 10.01(b) and AMC 2.30.060 has been satisfied and is on the Municipal
3 Webpage for Current Public Notices; and
4

5 **WHEREAS**, notice of the proposed resolution has been given to the applicant and the
6 South Addition Community Council ten days in advance as required by AMC 2.30.120F.
7 and AS 04.21.010(d); and
8

9 **WHEREAS**, the Assembly Meeting on July 26, 2022 is the last scheduled regular meeting
10 of the Anchorage Assembly prior to the expiration of the protest period; and
11

12 **WHEREAS**, the Municipal Clerk reports the following status concerning this location:
13

- 14 1. Any ABC Board violations and/or incidents on file that would lead to an ABC
15 Board violation are attached; and
16
- 17 2. Taxes **are** owed to the Municipality of Anchorage in the amount of \$125.68;
18 and
19
- 20 3. Special Land Use Permit, required by AMC 21.03.040C4.a, **has been**
21 **approved**; and
22
- 23 4. Certification(s) from the Anchorage Health Department, the Anchorage Police
24 Department and Anchorage Fire Department, Land Use Enforcement and the
25 Building Safety Official **have been received**; and
26

27 **WHEREAS**, protest by the Assembly is in order pending Assembly confirmation that
28 outstanding items required for this location have been completed.
29

30 **NOW, THEREFORE**, the Anchorage Assembly resolves:
31

32 **Section 1.** The Anchorage Assembly hereby enters its **CONDITIONAL PROTEST**
33 for the renewal of beverage dispensary/tourism liquor license, #5846,
34 until this condition is met:
35

- 36 • Taxes owed to the Municipality are paid in full.
37

38 **Section 2.** A copy of this Assembly Resolution may be presented to AMCO as proof
39 that the Anchorage Assembly, as the local governing body, has stated its
40 protest in order to allow the Director of AMCO to hold processing the
41 renewal of beverage dispensary/tourism liquor license, #5846, local
42 protest, until the Director receives confirmation from the Municipal Clerk
43 that the condition in Section 1 have been met, and this protest is lifted as
44 authorized by this Assembly Resolution.
45

Section 3.

The Anchorage Assembly hereby authorizes the Municipal Clerk, upon confirmation that all conditions in Section 1 have been met, to provide written notification to AMCO that this protest is lifted without further action by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this _____ day of _____, 2022.

Chair

ATTEST:

Municipal Clerk



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

15.A
**Department of Commerce, Community,
and Economic Development**
ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

June 10, 2022

Municipality of Anchorage

RE: 5846

Re: Notice of 2022/2023 Liquor License Renewal Application

License Type:	Beverage Dispensary/ Tourism	License #	5846
Licensee:	YC Anchorage Hotel Group LP		
Doing Business As:	Four Points by Sheraton Anchorage		

We have received a completed renewal applications for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in cursive script that reads "Joan M. Wilson".

Joan M Wilson, Director
amco.localgovernmentonly@alaska.gov

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER **#15.A.**

FORM CONTROL

XXXX

ISSUED
06/10/2022
ABC BOARD

LIQUOR LICENSE
2022 - 2023
TEMPORARY

5846

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2023 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispenser

LICENSE FEE: \$2,500.00

1106

CITY / BOROUGH: Anchorage, Muni. of
Anchorage

D/B/A: Four Points by Sheraton, At.
325 W 8th Ave

Mail Address:
YC Anchorage Hotel Group Limited
5851 South Virginia Street
Reno, NV 89502

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

☐ Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

Joan M. Wilson
DIRECTOR

04-900 (REV 5/9/22)

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED
06/10/2022
ABC BOARD

LIQUOR LICENSE
2022 - 2023
TEMPORARY

5846

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2023 (AS 04.11.270(b))

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Anchorage

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

☐ Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR

D/B/A: Four Points by Sheraton, Anchorage
325 W 8th Ave

Mailing Address:
YC Anchorage Hotel Group Limited Partnership
5851 South Virginia Street
Reno, NV 89502

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

04-900 (REV 5/9/22)



15.A.

Alcohol and Marijuana Control Office

550 W 7th Avenue,

Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-17: 2022/2023 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2021 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2022 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Establishment Contact Information

Licensee (Owner):	YC Anchorage Hotel Group LP	License #:	58412-3D
License Type:	Beverage - Tourism		
Doing Business As:	Four Points by Sheraton Anchorage		
Premises Address:	325 W 8th Ave Anchorage, AK 99501		
Local Governing Body:	Municipality of Anchorage		
Community Council:	South Addition		

If your mailing address has changed, write the NEW address below:

Mailing Address:	5851 S Virginia St				
City:	Reno	State:	NV	ZIP:	89502

Section 1 - Licensee Contact Information

Contact Licensee: The individual listed below must be listed in Section 2 or 3 as an Official/Owner/Shareholder of your entity and must be listed on CBPL with the same name and title.
This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Nadeem Akhtar	Contact Phone:	775 829 4611
Contact Email:	aly@thekishangroup.com		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee about your license, list them below:

Name of Contact:	Lakshmi Sathi	Contact Phone:	775 772 3336
Contact Email:	lucky@thekishangroup.com		

Name of Contact:	Aly Leon	Contact Phone:	775 720 3532
Contact Email:	aly@thekishangroup.com		

Name of Contact:		Contact Phone:	
Contact Email:			



15.A.

Alaska Alcoholic Beverage Control Board

Form AB-17: 2022/2023 License Renewal Application

Section 2 – Entity or Community Ownership Information

Sole Proprietors should skip this Section.Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.
<https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	10018453
-----------------------	----------

READ BEFORE PROCEEDING: Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for each new officer with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).**DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.**

- Corporations of any type including non-profit must list ONLY the following:
 - All shareholders who own 10% or more stock in the corporation
 - Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of any type must list ONLY the following:
 - All Members with an ownership interest of 10% or more
 - All Managers (of the LLC, not the DBA) regardless of percentage owned
- Partnerships of any type, including Limited Partnerships must list ONLY the following:
 - Each Partner with an interest of 10% or more
 - All General Partners regardless of percentage owned

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. **If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.**

Name of Official:	Nadeem Akhtar				
Title(s):	Affiliate	Phone:	7758294611	% Owned:	0
Mailing Address:	5851 S Virginia St				
City:	Reno	State:	NV	ZIP:	89502

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	



15.A.

Alaska Alcoholic Beverage Control Board

Form AB-17: 2022/2023 License Renewal Application**Section 3 – Sole Proprietor Ownership Information****Corporations, LLC's and Partnerships of ALL kinds should skip this section.**

READ BEFORE PROCEEDING: Any new or changes to the ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI approved cardstock, AB-08a's, payment of \$48.25 for each new owner or officer and a date stamped copy of the CBPL change per AS 04.11.045, or a Notice of Violation will be issued to your establishment and your application will be returned.

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, phone number, and mailing address for each owner or partner whose information we require.

If more space is needed, attach additional copies of this page. Additional owners not listed on this page will be rejected.

This individual is an: ☐ Applicant ☐ Affiliate

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

This individual is an: ☐ Applicant ☐ Affiliate

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

Section 4 – License Operation

Check ONE BOX for EACH CALENDAR YEAR that best describes how this liquor license was operated:

- | | 2020 | 2021 |
|---|-------------------------------------|-------------------------------------|
| 1. The license was regularly operated continuously throughout each year. (Year-round) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. The license was only operated during a specific season each year. (Seasonal)
<i>If your operation dates have changed, list them below:</i>
_____ to _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.
<i>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. <i>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.</i>
<i>If you have not met the minimum number of hours of operation in 2020 and/or 2021, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "OTHER" and COVID is listed as the reason.</i> | <input type="checkbox"/> | <input type="checkbox"/> |

Section 5 – Violations and Convictions

Have **ANY** Notices of Violation been issued for this license OR has **ANY** person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2020 or 2021?

Yes ☐ No ☒

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2)

If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.

AMCO



Section 6 – Certifications

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and accurately listed, and I have provided AMCO with all required changes of Shareholders (10% or more), Managers, Corporate Officers/Board of Directors, Partners, Controlling Interest or Ownership of the business license, and have provided all required documents for any new or changes in officers.
- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 304.465.
- I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name from what is currently approved and on file with the Alcoholic Beverage Control Board.

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

Signature of licensee

Nadeem Akhtar

Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of: Nevada

My commission expires: 1/25/2026

Subscribed and sworn to before me this 11 day of February, 2022

Restaurant/Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit

Recreational Site applications must include a completed Recreational Site Statement

Tourism applications must include a completed Tourism Statement

Wholesale applications must include a completed AB-25: Supplier Certification

Common Carrier applications must include a current safety inspection certificate

All renewal and supplemental forms are available online

Any application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.

FOR OFFICE USE ONLY

License Fee:	\$ 2500	Application Fee:	\$ 300.00	Misc. Fee:	\$ 500
Total Fees Due:					\$ 3300

AMCO

FEB 17 2022



15.A.

Alaska Alcoholic Beverage Control Board

Form AB-17: 2022/2023 License Renewal Application

Section 6 – Certifications

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and accurately listed, and I have provided AMCO with all required changes of Shareholders (10% or more), Managers, Corporate Officers/Board of Directors, Partners, Controlling Interest or Ownership of the business license, and have provided all required documents for any new or changes in officers.
- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 304.465.
- I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name from what is currently approved and on file with the Alcoholic Beverage Control Board.

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

Signature of licensee

Nadeem Akhtar
Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of: NevadaMy commission expires: 1/25/2026Subscribed and sworn to before me this 11 day of February, 2022

Restaurant/Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit
Recreational Site applications must include a completed Recreational Site Statement
Tourism applications must include a completed Tourism Statement
Wholesale applications must include a completed AB-25: Supplier Certification
Common Carrier applications must include a current safety inspection certificate

All renewal and supplemental forms are available online

Any application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.

FOR OFFICE USE ONLY

License Fee:	\$ <u>2500</u>	Application Fee:	\$ 300.00	Misc. Fee:	\$ <u>500</u>
Total Fees Due:					\$ <u>3300</u>

AMCO

FEB 17 2022

Page 4 of 4

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	YC ANCHORAGE HOTEL GROUP LIMITED PARTNERSHIP

Entity Type: Limited Partnership

Entity #: 10018452

Status: Good Standing

AK Formed Date: 1/21/2014

Duration/Expiration: 03/08/2023

Home State: ALASKA

Next Biennial Report Due:

Entity Mailing Address:

Entity Physical Address:

Registered Agent

Agent Name: BALDEV JOHAL

Registered Mailing Address: 1908 CHENA LANDING LP, FAIRBANKS, AK 99701

Registered Physical Address: 1908 CHENA LANDING LP, FAIRBANKS, AK 99701

Officials

AK Entity #	Name	Titles	<input type="checkbox"/> Show Former Owned
	YC ANCHORAGE GP, LLC	General Partner	

Filed Documents

Date Filed	Type	Filing	Certificate
1/21/2014	Creation Filing	Click to View	Click to View
3/31/2015	Certificate of Compliance		Click to View
2/08/2018	Certificate of Compliance		Click to View
3/01/2018	Certificate of Compliance		Click to View
3/08/2018	Amendment	Click to View	Click to View
11/04/2019	Agent Change	Click to View	Click to View
6/25/2020	Certificate of Compliance		Click to View

[Close Details](#)

[Print Friendly Version](#)

LICENSE DETAILS

License #: 2090042

[Print Business License](#)

Business Name: Four Points by Sheraton, Anchorage

Status: Active

Issue Date: 07/16/2019

Expiration Date: 12/31/2022

Mailing Address: 5851 S Virginia St
Reno, NV 89502

Physical Address: 325 W 8th Ave
Anchorage, AK 99501

Owners

YC ANCHORAGE HOTEL GROUP LIMITED PARTNERSHIP

Activities

Line of Business

72 - Accommodation and Food Services

NAICS

721110 - HOTELS (EXCEPT CASINO HOTELS) AND MOTELS

Professional License #

Endorsements

No Endorsements Found

License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

No Lapses on record for the last 4 years.

[Close License Detail](#)

[Print Friendly Version](#)



Alaska Alcoholic Beverage Control Board

Form AB-37: Tourism Statement

A new, transfer, or renewal application for a Beverage Dispensary – Tourism or Restaurant/Eating Place – Tourism license must be accompanied by a written statement that explains how the establishment encourages tourism and meets the requirements listed under AS 04.11.400(d) and 3 AAC 304.325.

This document must be completed and submitted to AMCO's Anchorage office before any tourism license application will be reviewed.

Section 1 – Establishment Information

Enter information for the licensed establishment or the business seeking to be licensed.

Doing Business As:	Four Points by Sheraton <i>Anchorage</i>	License #:	5846-JD
License Type:	Beverage-Tourism		

Section 2 – Tourism Statement

2.1. Explain how issuance of a liquor license at your establishment has/will encourage tourism.

Four Points by Sheraton requires all their properties to offer Best Brews which is a selling perk across the country. Four Points by Sheraton is a worldwide know Marriott hotel and is mainly known for its Best Brew events. This has proven to increased tourism and business attraction.

2.2. Explain how the facility was/will be constructed or improved as required by AS 04.11.400(d)(1):

This facility will be newly constructed located in the main floor of the hotel. It has an open floor design entry with a rustic mid-century modern ambiance.

2.3 Does the licensee or applicant for this liquor license also operate the tourism facility in which this license is located?

YES
☒

NO
☐

2.4 If "no" who operates the tourism facility?



Alaska Alcoholic Beverage Control Board

Form AB-37: Tourism Statement

2.5 Do you offer room rentals to the traveling public?

YES
☒

NO
☐

If "yes" answer the following questions:

How many rooms are available?

111

How many of the available rooms (if any) have kitchen facilities (defined as: a separate sink for food preparation along with refrigeration and cooking appliance devices, including a microwave)?

N/A

Do you stock or plan to stock alcoholic beverages in guest rooms?

YES
☐

NO
☒

If "no" is your facility located within an airport terminal?

YES
☐

NO
☒

2.6 If your establishment includes a dining facility, please describe that facility. If it does not please write "none".

Yes, it has a designated seating area for breakfast & dinner.

2.7 If additional amenities are available to your guests through your establishment (eg: guided tours or trips, rental equipment for guests, other activities that attract tourists), please describe them. If they are not offered, please write "none".

Yes, we offer Best Brews every Wednesday from 4PM to 5PM to our Marriott Bonvoy members.



15.A.
Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-37: Tourism Statement

Section 3 – Certification

Read the statement below, and then sign your initials in the box to the right of the statement:

Initials

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.



Nadeem Akhtar

Printed name of licensee/affiliate

Signature of licensee/affiliate

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	YC ANCHORAGE HOTEL GROUP LIMITED PARTNERSHIP

Entity Type: Limited Partnership

Entity #: 10018452

Status: Good Standing

AK Formed Date: 1/21/2014

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Registered Agent

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Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	YC ANCHORAGE GP, LLC	General Partner	

Filed Documents

Date Filed	Type	Filing	Certificate
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3/31/2015	Certificate of Compliance		Click to View
2/08/2018	Certificate of Compliance		Click to View
3/01/2018	Certificate of Compliance		Click to View
3/08/2018	Amendment	Click to View	Click to View
11/04/2019	Agent Change	Click to View	
6/25/2020	Certificate of Compliance		Click to View

[Close Details](#)

[Print Friendly Version](#)

LICENSE DETAILS

License #: 2090042[Print Business License](#)**Business Name:** Four Points by Sheraton, Anchorage**Status:** Active**Issue Date:** 07/16/2019**Expiration Date:** 12/31/2022**Mailing Address:** 5851 S Virginia St
Reno, NV 89502**Physical Address:** 325 W 8th Ave
Anchorage, AK 99501

Owners

YC ANCHORAGE HOTEL GROUP LIMITED PARTNERSHIP

Activities

Line of Business	NAICS	Professional License #
72 - Accommodation and Food Services	721110 - HOTELS (EXCEPT CASINO HOTELS) AND MOTELS	

Endorsements

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License Lapse(s)

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[Close License Detail](#)[Print Friendly Version](#)