



FAIRBANKS CITY COUNCIL
AGENDA NO. 2023-03
REGULAR MEETING – FEBRUARY 13, 2023
MEETING WILL BE HELD VIA [ZOOM WEBINAR](#) AND AT
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

WORK SESSION
5:30 p.m. – City Attorney Applicant Interview

REGULAR MEETING
6:30 p.m.

1. ROLL CALL
2. INVOCATION
3. FLAG SALUTATION
4. CEREMONIAL MATTERS (Proclamations, Introductions, Recognitions, Awards)
5. CITIZENS’ COMMENTS, oral communications to the City Council on any item not up for public hearing. Testimony is limited to three minutes, and the comment period will end no later than 7:30 p.m. Any person wishing to speak needs to complete the register located in the hallway. Respectful standards of decorum and courtesy should be observed by all speakers. Remarks should be directed to the City Council as a body rather than to any particular Council Member or member of the staff. In consideration of others, please silence all cell phones and electronic devices.
6. APPROVAL OF AGENDA AND CONSENT AGENDA

Consent agenda items are indicated by asterisks (*). Consent agenda items are considered together unless a council member requests that the item be returned to the general agenda. Ordinances on the approved consent agenda are automatically advanced to the next regular meeting for second reading and public hearing. All other items on the approved consent agenda are passed as final.
7. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

8. SPECIAL ORDERS

- a) The Fairbanks City Council will hear interested citizens concerned with the following Liquor License Application for Renewal. Public Testimony will be taken and limited to three minutes.

Lic. #	DBA	License Type	Licensee	Address
5736	SOBA LLC	Restaurant/Eating Place	SOBA LLC	353 2nd Avenue, Suite 106

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- a) Resolution No. 5037 – A Resolution Adopting a City of Fairbanks Diversity Action Plan. Introduced by Mayor Pruhs. POSTPONED from the Regular Meeting of January 23, 2023.
- b) Ordinance No. 6231, as Amended – An Ordinance Authorizing the City of Fairbanks to Apply for Funds from the United States Department of Transportation for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant Program and Amending the 2023 Capital Budget. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.
- c) Ordinance No. 6232 – An Ordinance Authorizing the City of Fairbanks to Apply for Funds from the United States Department of Homeland Security for the FFY2022 Assistance to Firefighters Grant (AFG) and Amending the 2023 Capital Budget. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.
- d) Ordinance No. 6233 – An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the AFL-CIO Crafts Council and Amending the 2023 Operating Budget. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.

12. NEW BUSINESS

- *a) Resolution No. 5047 – A Resolution Designating Signing Authority for Custodial Services with U.S. Bank National Association. Introduced by Mayor Pruhs.
- *b) Resolution No. 5048 – A Resolution Authorizing the City of Fairbanks to Participate in the Alaska High-Intensity Drug Trafficking Areas (HIDTA) Overtime Reimbursement Program. Introduced by Mayor Pruhs.
- *c) Resolution No. 5049 – A Resolution Authorizing the City of Fairbanks to Apply for Funds through the Congestion Mitigation and Air Quality (CMAQ) and Carbon Reduction Program (CRP). Introduced by Mayor Pruhs.
- *d) Ordinance No. 6234 – An Ordinance Amending the 2023 Operating and Capital Budgets for the First Time. Introduced by Mayor Pruhs.
- *e) Ordinance No. 6235 – An Ordinance Amending Fairbanks General Code Chapter 2, Article II, Section 2-118 Work Sessions and Council Committees and Section 2-118.1 Council Finance Committee. Introduced by Council Member Cleworth.
- *f) Ordinance No. 6236 – An Ordinance Amending Fairbanks General Code Chapter 54 Procurement. Introduced by Mayor Pruhs.

13. DISCUSSION ITEMS (Information and Reports)

- a) Committee Reports

14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- *a) Permanent Fund Review Board Meeting Minutes of October 18, 2022
- *b) Clay Street Cemetery Commission Meeting Minutes of January 4, 2023

15. COUNCIL MEMBERS' COMMENTS

16. CITY CLERK'S REPORT

17. CITY ATTORNEY'S REPORT

18. EXECUTIVE SESSION

- a) Discussion of Characteristics/Qualifications of City Attorney Applicant and Possible Compensation Negotiations (if needed)

19. ADJOURNMENT



800 Cushman Street
Fairbanks, AK 99701

Telephone (907)459-6702
Fax (907)459-6710

MEMORANDUM

TO: Mayor Pruhs and City Council Members

FROM: D. Danyielle Snider, City Clerk 

SUBJECT: Liquor License Renewal

DATE: February 7, 2023

Notice has been received from the State Alcohol & Marijuana Control Office (AMCO) for the following liquor license renewal:

Lic. #	DBA	License Type	Licensee	Address
5736	SOBA, LLC	Restaurant/Eating Place	SOBA, LLC	353 2nd Avenue, Suite 106

Pursuant to FGC Sec. 14-178 the Council must determine whether to protest liquor license renewal applications after holding a public hearing.

The Police Department has included a call report for the above-listed location, but **there are no department-recommended protests** for this liquor license renewal application.

CITY OF FAIRBANKS PUBLIC SAFETY

Soba 353 Second Avenue Suite 106

01/23/2022 - 01/22/2023

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	12/08/2022 18:06:45	THREAT - BRAVO	535-106 SECOND AVE	S4	NRP	12/08/2022 18:27:25
22001410	04/10/2022 11:24:49	PAST BURGLARY -	535-106 SECOND AVE	O8	RPT	04/10/2022 12:36:46

Total Number of Events Listed: 2

RESOLUTION NO. 5037

**A RESOLUTION ADOPTING A CITY OF FAIRBANKS
DIVERSITY ACTION PLAN**

WHEREAS, on March 10, 2014, the City Council approved Ordinance No. 5939, as Amended, enacting FGC Sections 2-231 through 2-235 and creating a Fairbanks Diversity Council; and

WHEREAS, one of the purposes of the Fairbanks Diversity Council is to draft and present to the City Council a Diversity Action Plan (DAP); the Fairbanks Diversity Council is also tasked with performing a full review of the DAP every five years after its initial adoption; and

WHEREAS, the Fairbanks Diversity Council presented its first DAP to the City Council on November 7, 2016, and the City Council adopted the Plan on March 20, 2017; and

WHEREAS, the Fairbanks Diversity Council began working on a revised DAP in November 2021, and on November 8, 2022, the Fairbanks Diversity Council voted unanimously to recommend adoption of the attached, revised Plan to the Fairbanks City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS that the attached City of Fairbanks *Diversity Action Plan* is hereby adopted and will be made available at the City's website, www.fairbanksalaska.us. The Plan may be amended by resolution of the City Council.

PASSED and APPROVED this 23rd day of January 2023.

David Pruhs, City Mayor

AYES:

NAYS:

ABSENT:

APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS DIVERSITY ACTION PLAN

(Plan approved unanimously by the Fairbanks Diversity Council on November 8, 2022)

Goal	Tasks	Desired Result(s)	Responsibility	By When?
1. Internal City Processes. Review internal City processes such as hiring, promotions and recruiting. Provide guidance and training to senior staff on how to improve workforce diversity and ultimately, hire and promote a qualified and diverse workforce that benefits all City stakeholders.	Recruitment: Work with HR to help identify organizations, websites, and other methods of recruiting minority applicants.	Ensure the broadest advertising of positions to help develop more diverse applicant pools.	Human Resources Diversity Council	
	Data Review: Conduct and review City of Fairbanks employee EEO survey and demographics data. Suggest benchmark EEO and diversity goals.	Thorough analysis of the City's current EEO and diversity composition and recommendations of EEO and diversity performance goals that reflect the Fairbanks community.	Human Resources Diversity Council Mayor's Office	Ongoing – End of the Year Data reported annually to the FDC
	Interviews: FDC members will be invited to participate in key (public safety and supervisory) City of Fairbanks employment interviews. FDC will provide HR with 2-3 volunteers each month to assist in interviews.	Community stakeholders to ensure hiring managers are aware of and engaged in diversity related issues before hiring decision is made.	Diversity Council Human Resources	Ongoing – End-of-year data reported annually to FDC
	Recruitment and Promotion Practices: Review City of Fairbanks internal processes related to recruitment and promotion of City Staff.	Share with FDC recruitment and promotion processes outlined in the City's union agreements.	Diversity Council Human Resources	A presentation will be scheduled for a complete overview
	Selection and Hiring: Develop and utilize new systems to streamline and speed up the screening, interview, and background check processes.	Reduced turnaround time in filling vacancies.	Human Resources	Ongoing – HR's efforts reported annually to FDC
	Employee Training: Work with Human Resources to develop a City-wide diversity training curriculum to ensure awareness of the importance of inclusion and understanding of diverse groups in our community. Periodically review training given to all employees.	Improve workforce awareness and understanding of diversity issues in the community.	Diversity Council Human Resources	Ongoing

CITY OF FAIRBANKS DIVERSITY ACTION PLAN

(Plan approved unanimously by the Fairbanks Diversity Council on November 8, 2022)

Goal	Tasks	Desired Result(s)	Responsibility	By When?
2. Financial Resources. Ensure sufficient resources are available to implement DAP	Identify outreach activities for the year and corresponding funding requirements.	A calendar of events FDC plans to participate in annually and an estimate of required funding budgeting purposes.	FDC Members	Annually in January

CITY OF FAIRBANKS DIVERSITY ACTION PLAN

(Plan approved unanimously by the Fairbanks Diversity Council on November 8, 2022)

Goal	Tasks	Desired Result(s)	Responsibility	By When?
3. Internal City Policies and Procedures. City of Fairbanks Internal Policies and Procedures will work to create greater diversity among the workforce. Monitor changes to City Policies and Procedures that are relevant to achieving greater diversity and consistent with the DAP.	Establish workgroup or committee to review internal City policies and procedures and identify barriers to achieving greater diversity and consistent with the DAP. Work with the Chief of Staff to review the current policies.	Ensure City of Fairbanks internal policies and procedures are equitable.	Mayor's Office Diversity Council	Annually
	Review City of Fairbanks Affirmative Action Plan. Offer recommended changes as needed.	Assess diversity progress at the City of Fairbanks.	Diversity Council	Annually, fall 2022 HR will present the approved plan to the FDC
	Integrate FDC's proposed changes to Affirmative Action Plan into internal City of Fairbanks operations related to recruitment, promotion, and retention of staff.		Mayor's Office	Review annually for any updates/changes
	Address characteristics/needs of underrepresented groups when establishing culturally relevant and inclusive programs, services, policies, and procedures	Increase City support of City departments and groups that serve underrepresented populations.	Mayor's Office	Ongoing
	Encourage and highlight collective/independent commitment to diversity, equity, and inclusion in internal- and external-facing communities.	Examine and recommend revisions to review policies across all departments to be culturally safe and inclusive of all perspectives.	Mayor's Office/ Diversity Council	Ongoing
	Consider diverse representation when appointing seats on all City councils, boards, and committees.	Establish culturally competent, high-level decision making.	Mayor's Office/ Diversity Council	Ongoing

CITY OF FAIRBANKS DIVERSITY ACTION PLAN

(Plan approved unanimously by the Fairbanks Diversity Council on November 8, 2022)

Goal	Tasks	Desired Result(s)	Responsibility	By When?
	Provide guidance to all departments on developing localized land acknowledgements.	Recruit and retain a staff reflective of Alaska Native/American Indian peoples.	Diversity Council	Immediate
	Include diversity, equity, and inclusion learning objectives and outcomes in performance reviews.	Strive to create a safe and inclusive environment for those who experience marginalization.	Mayor's Office	6 months – 1 year
	Establish official City support and funding for recognizing holidays, such as Indigenous Peoples' Day, Juneteenth, MLK Day, etc.	Increase support and visibility for events/holidays/programs that reflect our diverse community.	Mayor's Office	Ongoing

CITY OF FAIRBANKS DIVERSITY ACTION PLAN

(Plan approved unanimously by the Fairbanks Diversity Council on November 8, 2022)

Goal	Tasks	Desired Results	Responsibility	By When?
4. Education and Training. Provide multi-tiered and on-going strategic and collaborative education and outreach to the City of Fairbanks leaders, staff and residents.	Required – Review State, Local, National Diversity Council Work as directed by City Ordinance 5939.	FDC and City to gain competencies in: <ul style="list-style-type: none"> • Seeing opportunities to be proactive in advancing diversity work • Identifying instances of internal/external inequity • Confidence to engage in tough conversations • Having and/or knowing where to find resources • Deepening understanding of how to be an advocate and ally 	Diversity Council	Ongoing
	Required – Provide Reports and Recommendations to City Council as directed by City Ordinance 5939. City staff will provide initial training and education to FDC members on methods of governance and communication to the Fairbanks City Council.	Ensure FDC can effectively and efficiently communicate observations and recommendations to the City Council for consideration of adoption. FDC will request of City to provide focused measures to monitor and publish annually; report baselines, measures, and progress to Fairbanks City Council.	Mayor’s Office Diversity Council	Ongoing
	Required – Assist with Accessibility Issues as directed by City Ordinance 5939. Form committee to assess and examine common barriers to equal accessibility, examine public policy and practice issues that lead to inequities in accessibility, and provide recommendations to City leaders and staff.	Ensure continuous improvement and awareness of accessibility and access barriers. FDC to develop accessibility comment/concerns form; form will be published on FDC website; FDC to provide report to City.	Diversity Council City Engineer’s Office City Building Department	Ongoing

CITY OF FAIRBANKS DIVERSITY ACTION PLAN

(Plan approved unanimously by the Fairbanks Diversity Council on November 8, 2022)

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	Required – Recommend at least one annual training for all City employees.	City to gain competencies in: <ul style="list-style-type: none"> • Seeing opportunities to be proactive in advancing diversity work • Identifying instances of internal/external inequity • Confidence to engage in tough conversations • Having and/or knowing where to find resources • Deepening understanding of how to be an advocate and ally 	Diversity Council	Ongoing
	Implement current events discussions and calendar and declare a “diversity topic of the month” for FDC meetings	Continuous and comprehensive education on diversity.	Assigned to a different FDC member each month	Ongoing
	Develop and maintain collaborative partnerships with other groups and jointly conduct recurring diversity awareness training and discussion for City Council members and City staff.	Ensure staff at all levels of the organization understands principles of diversity leadership and are considerate of EEO principles, biases and discrimination. Gain awareness of Fairbanks’ history and current-day context of racial/social equity, as related to City and departments. Empower City staff to develop increased sense of agency when addressing racial/social equity with internal and external audiences.	Human Resources Diversity Council	Ongoing

CITY OF FAIRBANKS DIVERSITY ACTION PLAN

(Plan approved unanimously by the Fairbanks Diversity Council on November 8, 2022)

Goal	Tasks	Desired Results	Responsibility	By When?
	Provide periodic updates to the Fairbanks City Council and Borough Assembly.	<p>Strengthen communications and provide and receive direction.</p> <p>Create standardized report requirements (template); ask City Council and Borough Assembly what is important for them to have monitored.</p> <p>Create focused, quantifiable set of 5-year goals/targets for community and City Council groups to be accountable to.</p>	<p>Diversity Council</p> <p>City Council</p> <p>Borough Assembly</p>	Ongoing, Annual
	Grow partnership with the University of Alaska Fairbanks to share resources and complement existing efforts.	Communicate with multiple audiences; practice community building through inclusivity.	<p>Diversity Council</p> <p>City Council</p>	Ongoing
	Grow partnerships with local Alaska Native corporations and tribal entities to engage in Indigenous cultural safety training/education.	Through intentional action, communicate the importance and relevance of local diversity and responsiveness.	<p>Diversity Council</p> <p>City Council</p>	Ongoing

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	Interviews: FDC will provide interview panels when requested by the mayor or city council. FDC members will be invited to participate in key (public safety and supervisory) City of Fairbanks employment interviews. FDC will provide HR with 2-3 volunteers each month to assist in interviews.	Community stakeholders to ensure hiring managers are aware of and engaged in diversity related issues before hiring decision is made.	Diversity Council Human Resources	Ongoing – End-of-year data reported annually to FDC
	Recruitment and Promotion Practices: Review City of Fairbanks internal processes related to recruitment and promotion of City Staff.	Share with FDC recruitment and promotion processes outlined in the City's union agreements.	Diversity Council Human Resources	A presentation will be scheduled for a complete overview
	Selection and Hiring: Develop and utilize new systems to streamline and speed up the screening, interview, and background check processes.	Reduced turnaround time in filling vacancies.	Human Resources	Ongoing – HR's efforts reported annually to FDC
	Employee Training: Work with Human Resources to develop a City-wide diversity training curriculum to ensure awareness of the importance of inclusion and understanding of diverse groups in	Improve workforce awareness and understanding of diversity issues in the community.	Diversity Council Human Resources	Ongoing

CITY OF FAIRBANKS DIVERSITY ACTION PLAN

(Plan approved unanimously by the Fairbanks Diversity Council on November 8, 2022)

	our community. Periodically review training given to all employees.			
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	Review City of Fairbanks Affirmative Action Plan. Offer recommended changes as needed.	Assess diversity progress at the City of Fairbanks.	Diversity Council	Annually, fall 2022 HR will present the approved plan to the FDC
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	Encourage and highlight collective/independent commitment to diversity, equity, and inclusion in internal- and external-facing communities.	Examine and recommend revisions to revise policies across all departments to be culturally safe and inclusive of all perspectives.	Mayor's Office/ Diversity Council	Ongoing
	Consider diverse representation when appointing seats on all City councils, boards, and committees.	Establish culturally competent, high-level decision making.	Mayor's Office/ Diversity Council	Ongoing

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	Establish official City support and funding for recognizing holidays, such as Indigenous Peoples' Day, Juneteenth, MLK Day, etc.	Increase support and visibility for events/holidays/programs that reflect our diverse community.	Mayor's Office	Ongoing

CITY OF FAIRBANKS DIVERSITY ACTION PLAN

(Plan approved unanimously by the Fairbanks Diversity Council on November 8, 2022)

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	Required – Provide Reports and Recommendations to City Council as directed by City Ordinance 5939. City staff will provide initial training and education to FDC members on methods of governance and communication to the Fairbanks City Council.	Ensure FDC can effectively and efficiently communicate observations and recommendations to the City Council for consideration of adoption. FDC will request of City to provide focused measures to monitor and publish annually; report baselines, measures, and progress to Fairbanks City Council.	Mayor’s Office Diversity Council	Ongoing
	Required – Assist with Accessibility Issues as directed by City Ordinance 5939. Form committee to assess and examine common barriers to equal accessibility, examine public policy and practice issues that lead to inequities in accessibility, and provide recommendations to City leaders and staff.	Ensure continuous improvement and awareness of accessibility and access barriers. FDC to develop accessibility comment/concerns form; form will be published on FDC website; FDC to provide report to City.	Diversity Council City Engineer’s Office City Building Department	Ongoing

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	Implement current events discussions and calendar and declare a “diversity topic of the month” for FDC meetings	Continuous and comprehensive education on diversity.	Assigned to a different FDC member each month	Ongoing
	Develop and maintain collaborative partnerships with other groups and jointly conduct recurring diversity awareness training and discussion for City Council members and City staff.	Ensure staff at all levels of the organization understands principles of diversity leadership and are considerate of EEO principles, biases and discrimination. Gain awareness of Fairbanks’ history and current-day context of racial/social equity, as related to City and departments. Empower City staff to develop increased sense of agency when addressing racial/social equity with internal and external audiences.	Human Resources Diversity Council	Ongoing

CITY OF FAIRBANKS DIVERSITY ACTION PLAN

(Plan approved unanimously by the Fairbanks Diversity Council on November 8, 2022)

Goal	Tasks	Desired Results	Responsibility	By When?
	Provide periodic updates to the Fairbanks City Council and Borough Assembly .	Strengthen communications and provide and receive direction.	Diversity Council	Ongoing, Annual
		Create standardized report requirements (template); ask City Council and Borough Assembly what is important for them to have monitored.	City Council Borough Assembly	
		Create focused, quantifiable set of 5-year goals/targets for community and City Council groups to be accountable to.		
	Grow partnership with the University of Alaska Fairbanks to share resources and complement existing efforts.	Communicate with multiple audiences; practice community building through inclusivity.	City Staff Diversity Council	Ongoing
	Grow partnerships with local Alaska Native corporations and tribal entities to engage in Indigenous cultural safety training/education.	Through intentional action, communicate the importance and relevance of local diversity and responsiveness.	Diversity Council City Council City Staff	Ongoing

ORDINANCE NO. 6231, AS AMENDED

AN ORDINANCE AUTHORIZING THE CITY OF FAIRBANKS TO APPLY FOR FUNDS FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) DISCRETIONARY GRANT PROGRAM AND AMENDING THE 2023 CAPITAL BUDGET

WHEREAS, the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant program provides the United States Department of Transportation a unique opportunity to invest in road, rail, transit, and port projects ~~with \$1.5 billion in funds available for the FY2023 RAISE grant program;~~ and

WHEREAS, the City of Fairbanks plans to apply for funds to reconstruct roads, sidewalks, and improve drainage in the Island Homes subdivision; and

WHEREAS, the City of Fairbanks plans to request \$13,000,000, and ~~a 20% match of \$2,600,000 is required~~ **a match is not required but contingency funds are required in the amount of \$1,300,000.**

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:

SECTION 1. That the Mayor or his designee is authorized to execute all documents required for requesting funds on behalf of the City for the RAISE Discretionary Grant Program.

SECTION 2. That the Capital Fund budget is amended to provide ~~\$2,600,000 in matching funds~~ **a 10% contingency amount of \$1,300,000 to pay for cost overruns during the project.**

SECTION 3. That the effective date of this ordinance is the ____ day of February 2023.

David Pruhs, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 6231

Abbreviated Title: RAISE Discretionary Grant Program

Department(s): Engineering

Does the adoption of this ordinance or resolution authorize:

- | | | |
|--|--------------|-------------|
| 1) additional costs beyond the current adopted budget? | Yes <u>X</u> | No _____ |
| 2) additional support or maintenance costs? | Yes _____ | No <u>X</u> |
| If yes, what is the estimate? _____ | | |
| 3) additional positions beyond the current adopted budget? | Yes _____ | No <u>X</u> |
| If yes, how many positions? _____ | | |
| If yes, type of positions? _____ (F - Full Time, P - Part Time, T - Temporary) | | |

II. FINANCIAL DETAIL:

PROJECTS:	Total
Island Home Subdivision Reconstruction (Roads, Sidewalks, and Drainage)	\$13,000,000
Island Home Subdivision Reconstruction (Contingency Fund)	\$1,300,000
TOTAL	\$14,300,000

FUNDING SOURCE:	Total
Grant Fund (Federal)	\$13,000,000
Capital Fund	\$1,300,000
TOTAL	\$14,300,000

The City will use \$1,300,000 of the \$4,367,421 unassigned capital funds as a contingency fund to pay for any potential cost overruns during the project.

Reviewed by Finance Department: Initial SF Date 1/13/2023

**ORDINANCE NO. 6231, AS AMENDED
(PROPOSED SUBSTITUTE)**

[Clerk Note: New text since the last version is in **bold/double-underline** font; deleted text since the last version is in ~~double-strikethrough~~ font]

AN ORDINANCE AUTHORIZING THE CITY OF FAIRBANKS TO APPLY FOR FUNDS FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) DISCRETIONARY GRANT PROGRAM AND AMENDING THE 2023 CAPITAL BUDGET

WHEREAS, the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant program provides the United States Department of Transportation a unique opportunity to invest in road, rail, transit, and port projects ~~with \$1.5 billion in funds available for the FY2023 RAISE grant program; and~~

WHEREAS, the City of Fairbanks plans to apply for funds to reconstruct roads, reconstruct sidewalks, replace water and sewer lines, and improve drainage in the Island Homes subdivision; and

WHEREAS, the City of Fairbanks plans to request ~~\$21,000,000~~ \$21,000,000 ~~\$13,000,000~~, and a 20% match of \$2,600,000 is required ~~a match is not required but contingency funds are required in the amount of \$2,100,000~~ \$1,300,000; and

WHEREAS, the City of Fairbanks will provide contingency funds in the amount of \$1,300,000, and Golden Heart Utilities will provide contingency funds in the amount of \$800,000.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:

SECTION 1. That the Mayor or his designee is authorized to execute all documents required for requesting funds on behalf of the City for the RAISE Discretionary Grant Program.

SECTION 2. That the Capital Fund budget is amended to provide ~~\$2,600,000 in matching funds~~ a 10% contingency funds in the amount of \$1,300,000 to pay for cost overruns during the project.

SECTION 3. That the effective date of this ordinance is the ____ day of February 2023.

David Pruhs, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

**CITY OF FAIRBANKS
FISCAL NOTE**

I. REQUEST:

Ordinance or Resolution No: 6231

Abbreviated Title: RAISE Discretionary Grant Program

Department(s): Engineering

Does the adoption of this ordinance or resolution authorize:

- 1) additional costs beyond the current adopted budget? Yes X No
- 2) additional support or maintenance costs? Yes No X
 If yes, what is the estimate?
- 3) additional positions beyond the current adopted budget? Yes No X
 If yes, how many positions?
 If yes, type of positions? (F - Full Time, P - Part Time, T - Temporary)

II. FINANCIAL DETAIL:

PROJECTS:	Total
Island Home Subdivision Reconstruction (Roads, Sidewalks, Drainage and Utilities)	\$21,000,000
Island Home Subdivision Reconstruction (Contingency Fund)	\$2,100,000
TOTAL	\$23,100,000

FUNDING SOURCE:	Total
Grant Fund (Federal)	\$21,000,000
Capital Fund	\$1,300,000
Grant Fund (GHU)	\$800,000
TOTAL	\$23,100,000

The City will use \$1,300,000 of the \$4,930,077 unassigned capital funds as a contingency fund to pay for any potential cost overruns during the project. Golden Heart Utilities will provide \$800,000 in the contingency fund for utility work included in the project.

Reviewed by Finance Department: Initial SF Date 2/1/2023

ORDINANCE NO. 6232

A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO APPLY FOR FUNDS FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY FOR THE FFY2022 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) AND AMENDING THE 2023 CAPITAL BUDGET

WHEREAS, the City of Fairbanks has been notified by the United States Department of Homeland Security that the City is eligible to apply for the Assistance to Firefighters Grant (AFG) Program to enhance operations and safety; and

WHEREAS, the City of Fairbanks plans to use the funds to purchase a Tender to replace the existing 2004 Tender; and

WHEREAS, the City of Fairbanks plans to request \$775,000, and a 10% match is required; and

WHEREAS, the City of Fairbanks is providing a match in the amount of \$77,500 from the Capital Fund.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:

SECTION 1. That the Mayor or his designee is authorized to execute all documents required for requesting funds on behalf of the City for the Assistance to Firefighters Grant Program.

SECTION 2. That the Capital Fund budget is amended to provide \$77,500 in matching funds.

SECTION 3. That the effective date of this ordinance is the ____ day of February 2023.

David Pruhs, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 6232

Abbreviated Title: FFY2022 Assistance to Firefighters Grant

Department(s): Fire Department

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes X No

2) additional support or maintenance costs? Yes No X

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes No X

If yes, how many positions?

If yes, type of positions? (F - Full Time, P - Part Time, T - Temporary)

II. FINANCIAL DETAIL:

PROJECTS:	Equipment	Building	Personnel	Total
Fire Apparatus - Tender	\$775,000			\$775,000
TOTAL	\$775,000			\$775,000

FUNDING SOURCE:	Equipment	Building	Personnel	Total
Grant Fund (Federal)	\$697,500			\$697,500
Capital Fund (Fire)	\$77,500			\$77,500
TOTAL	\$775,000			\$775,000

The operations and maintenance costs associated with this equipment will be performed by Public Works and incorporated in the annual general fund budget.

Reviewed by Finance Department: Initial SF Date 1/13/2023

ORDINANCE NO. 6233

**AN ORDINANCE RATIFYING A COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE CITY OF FAIRBANKS AND THE
AFL-CIO CRAFTS COUNCIL AND AMENDING THE 2023
OPERATING BUDGET**

WHEREAS, the City of Fairbanks and the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) have been operating under the terms of the 2020-2022 Collective Bargaining Agreement, which expired on December 31, 2022; and

WHEREAS, the City Administration and the AFL-CIO have reached a tentative agreement on terms for a replacement contract; and

WHEREAS, the City of Fairbanks 2023 operating budget will be amended to include the increased expenditures as reflected in the attached fiscal note.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:

Section 1. That the attached Collective Bargaining Agreement between the City of Fairbanks and the AFL-CIO, effective February 16, 2023 through December 31, 2025, is hereby ratified by the City Council.

Section 2. That the City's 2023 operating budget is amended to include the increased expenditures as reflected in the attached fiscal note.

Section 3. That the effective date of this ordinance is the ____ day of February 2023.

David Pruhs, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 6233

Abbreviated Title: ORDINANCE RATIFYING FAIRBANKS AFL-CIO CRAFTS COUNCIL CBA

Department(s): PUBLIC WORKS

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes X No

2) additional support or maintenance costs? Yes No X

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes No X

If yes, how many positions?

If yes, type of positions? (F - Full Time, P - Part Time, T - Temporary)

II. FINANCIAL DETAIL:

EXPENDITURES:	2023	2024	2025	TOTAL
SALARIES AND BENEFITS [YEAR 1]	\$ 97,000	\$ 116,000	\$ 116,000	\$ 329,000
SALARIES AND BENEFITS [YEAR 2]	\$ -	\$ 118,500	\$ 118,500	\$ 237,000
SALARIES AND BENEFITS [YEAR 3]	\$ -	\$ -	\$ 160,000	\$ 160,000
SALARIES CERTIFICATE OF FITNESS	\$ 1,250	\$ 1,250	\$ 1,250	\$ 3,750
SALARIES CLOTHING & TOOL REIMBURSEMENT	\$ 5,400	\$ 5,400	\$ 5,400	\$ 16,200
SALARIES AND BENEFITS LONGEVITY BONUS	\$ 69,500	\$ -	\$ -	\$ 69,500
SALARIES AND BENEFITS [NEW POSITIONS]	\$ 5,250	\$ 11,250	\$ 20,250	\$ 36,750
TOTAL	\$ 178,400	\$ 252,400	\$ 421,400	\$ 852,200

FUNDING SOURCE:	2023	2024	2025	TOTAL
GENERAL FUND	\$ 178,400	\$ 252,400	\$ 421,400	\$ 852,200
TOTAL	\$ 178,400	\$ 252,400	\$ 421,400	\$ 852,200

The CBA provides 3.0% in Year 1, 3.0% in Year 2, and 4.0% in Year 3; an annual certificate of fitness pay in the amount of \$1,250 for the plumber; and an increase for clothing (\$100.00), boots (\$50.00), and tools (\$50.00) allowance. The CBA also provides a longevity bonus on December 1, 2023 as follows: \$1,000 for less than 3 years; \$1,500 for less than 5 years, \$2,000 for less than 10 years; \$2,500 for less than 15 years; and \$3,000 for less than 20 years.

Reviewed by Finance Department: Initial mb Date 1/18/2023

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF FAIRBANKS

and

FAIRBANKS AFL-CIO CRAFTS COUNCIL

February 16, 2023 - December 31, 2025

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AGREEMENT

This Agreement, made and entered into effective February 16, 2023, between the City of Fairbanks, hereinafter referred to as "the City" or "Employer," and the Plumbers and Pipefitters Local #375, Laborers International Union of North America Local #942, International Union of Operating Engineers Local #302, Painters and Allied Trades Local #1959, Pacific Northwest Regional Council of Carpenters Local #1243, and International Brotherhood of Teamsters Local #959, known together, and hereinafter referred to as the "Fairbanks AFL-CIO Crafts Council" or "the Union(s)." The parties have mutually agreed as follows:

PURPOSE OF AGREEMENT

The purpose of this Agreement is to assure a supply of competent and capable workers, to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to avoid interruption or interference with the efficient operation of the City, to promote fair, safe, and healthful working conditions, to assure amicable labor management relations, to encourage the growth and development of City employees, and to record the terms of agreement with respect to rate of pay, hours of work, and other conditions of employment arrived at through the process of collective bargaining.

1. DURATION, MODIFICATIONS AND CHANGES

1.1 Effective Dates

This agreement shall become effective on February 16, 2023 and shall remain in effect until December 31, 2025. Any retroactivity contained herein shall affect only those employees covered by this Agreement and actually employed by the Employer on the effective date of this Agreement.

1.2 Modifications

- (a) Either party desiring a change or modification in this Agreement shall notify the other party in writing between 90 days and prior to the anniversary date of this Agreement. Upon receipt of such notice, negotiations shall begin within 15 days. Changes or modifications mutually agreed to may be made at any time during the life of the agreement subject to member ratification and City Council approval.
- (b) In the event that the parties commence negotiations for a new contract or for amendment of the current contract, each craft may have a negotiator present at negotiations. Three represented employees may attend such negotiations on duty, and others are free to attend if off duty on approved leave.

1.3 Renewal

In the event that the termination date of this Agreement shall occur during the course of negotiations for a renewal of the Agreement, the terms and conditions of this Agreement shall be binding upon the parties until the renewal Agreement is negotiated and executed.

1.4 Retroactive Pay

There is no retroactive pay negotiated with this collective bargaining agreement.

2. COVERAGE

The City recognizes the AFL-CIO Crafts Council as the bargaining representative for all classifications listed under Article 23, Schedule A, of this Agreement. All personnel matters for Union members covered by this contract will be controlled and regulated by this Agreement.

3. EMPLOYER-UNION RELATIONS

3.1 City Management

The City has and will retain the sole right to represent and manage the City and to direct the working forces, including, but not limited to, the right to determine the City's mission, policies, and to set forth all standards of service offered to the public; the right to plan, direct, control, and determine the operations and services to be conducted by employees of the City; the right to determine the methods, means, and number of personnel needed to carry out the City's mission; the right to hire, to promote and demote, to discipline, to reclassify and/or discharge any personnel in its employ for good and just reason in the interest of the City, provided it does not conflict with the provisions of this Agreement. Nothing in this Agreement is intended to, or is to be construed in any way, to interfere with the recognized prerogative of the City to manage and control the business.

3.2 Union and City Responsibilities

- (a) The Union assumes the responsibility to supply the City with competent qualified workers with no discrimination on the basis of an individual's race, sex, sexual orientation, age, if the individual is 18 years of age or older, color, religion, disability, genetic information, marital status, gender identity, or national origin for those classifications listed in this Agreement. Recognizing the mutual benefits derived from the process of democratic collective bargaining, the City will not discourage new employees from joining the Union. The City may reject any employee it finds unsatisfactory.
- (b) It is hereby agreed that there shall be no discrimination by the City, or the Union, against any employee on the basis of race, sex, sexual orientation, age, if the

individual is 18 years of age or older, color, religion, disability, genetic information, marital status, sexual orientation, gender identity, or national origin or because of membership in or lawful activity on behalf of the Union. To the extent allowed by law, the City further agrees to give priority of hire and job tenure to residents of the Fairbanks area when such residents possess the requisite skills and abilities and are available.

3.3 Shop Stewards

The City will recognize four Shop Stewards, including one Teamster, one Operator, one Trade Specialist, and one Laborer. Stewards will be selected by the Union and recognized by the City as authorized representatives of the Employees or groups for whom they are selected. In the event that a Steward is selected by the City to be a step-up Foreman or is on absent from work for an extended period of time the Union shall have the right to select an alternate Steward. The Union shall notify the City within 24 hours as to the appointment or official status of any Shop Steward.

3.4 Bulletin Boards

The City shall furnish bulletin boards for the use of the Union.

3.5 Union Access

The authorized Union Business Representatives shall be granted access to the City's premises when any employees represented by this Agreement are on duty but shall not interfere with operations.

3.6 Loyal and Efficient Service

The Union agrees that its members, who are employees of the City, shall individually and collectively perform loyal and efficient service and that they shall use their influence and best efforts to protect the property and interests of the City and to cooperate with the City to this end at all times.

3.7 Craft Jurisdiction

It is agreed that work shall be assigned in accordance with craft jurisdiction. Any jurisdictional disputes between labor organizations affiliated with the AFL-CIO Crafts Council shall be settled in accordance with the rules and procedures established by the Council. However, it is recognized by the parties that conditions of public employment do not always permit work to be performed on the basis of strict craft lines.

- (a) Employees may be required to work out of classification for a period of up to, but not exceeding, three workdays in any one calendar month per classification (Trade Specialist, Operator, Teamster, and Laborer). If it is deemed that the project/work will take longer than three days, the City must contact the affected

labor organization and mutually agree on an extension or request a member from the Union Hall with adequate job skills. Nothing in this subsection authorizes work to be performed in an unsafe manner in violation of Section 17.

- (b) It is also understood that to promote maximum efficiency on certain operations/projects, the composite crew concept may be employed by the City where it does not conflict with Section 3.7(a) above.
- (c) Periodic review of such work assignments shall be made for purposes of adjusting such assignments, as appropriate, to take care of changing needs.

3.8 State and Federal Law

Any provision of the Agreement or subsequent amendments thereto, found to be in violation of any applicable State or Federal law shall be null and void, but all other provisions of the Agreement shall remain in full force and effect. In the event any provision of this Agreement is declared unlawful, in a manner described above, the parties agree to meet within 15 days and for a reasonable period thereafter until final negotiations or appropriate substitute clauses have been ratified by the parties.

3.9 Work Stoppage

The Union agrees that it will not engage in any work stoppage because of any jurisdictional dispute with any labor organization.

3.10 Work Study Program

The parties agree to adopt, via Letter of Agreement, a work study program for the Public Works Department similar to the programs adopted by other City Departments.

4. GRIEVANCE PROCEDURES

4.1 Intent

It is the mutual desire of the City and the Union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both the City and the Union to resolve grievances at the earliest step possible. In the furtherance of this objective, the City and the Union have adopted the following procedures.

4.2 Definition

A grievance is defined as any dispute involving the interpretation, application, or alleged violation of any provision of this Agreement. However, any dispute involving the commencement date or termination date of this contract shall not be considered a grievance, and shall not be submitted to the grievance-arbitration procedure set forth herein, but any such questions concerning commencement or termination of this Agreement shall be specifically reserved for judicial review. A grievance may be initiated by the Union or the City as hereafter specified.

4.3 First Step

When an employee has a grievance, the employee (accompanied by the steward, if the employee so chooses) shall verbally discuss the matter with the immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within 30 calendar days after its occurrence or within 30 calendar days of the employee having, through the exercise of reasonable diligence, gained knowledge or should have gained knowledge, that a grievance exists. If the grievance cannot be resolved through verbal discussion, the grievance shall be reduced to writing, signed by the employee, and presented to their immediate supervisor. The immediate supervisor shall investigate the grievance and shall indicate thereon, in writing, their response to the grievance within three working days following the day on which the written grievance was presented. The written grievance containing the response of the immediate supervisor shall be delivered to the Union, with a copy to the aggrieved employee(s), for further handling at the next step of this procedure.

4.4 Second Step

If the grievance is not settled to the satisfaction of all concerned parties in the first step, the written grievance and response thereto, along with a written statement as to why the response to Step One was not acceptable, shall, within five working days, be delivered to the department head, who shall attempt to settle the grievance. If the grievance is not settled, the department head shall deliver their written response, with the original grievance and all previous responses attached, to the appropriate Union, to the President of the Fairbanks AFL-CIO Crafts Council and to the aggrieved employee(s) within five working days after the submission of the grievance. If the written answer of the department head is not satisfactory, then the employee shall have five working days to decide if they wish to appeal the grievance to the third step of this procedure.

4.5 Third Step

- (a) If the dispute is not settled to the satisfaction of all concerned parties, then the written grievance with responses thereto shall be submitted by the Union's business agent to the Human Resources Director, or the Administration who shall investigate and report findings and recommendations to the Mayor within five working days after the matter has been submitted to the Director. The Mayor shall attempt to settle the grievance, but if not successful, the Mayor shall have seven working days after the grievance has been submitted to the Human Resources Director or the Administration to answer. If the answer of the Mayor is not satisfactory, and before going to arbitration as provided in 4.6 below, those matters which are unresolved shall be discussed at a meeting between the parties (the employee involved, the Union's business agent, the Mayor, the Human Resources Director, the department head, and such other persons as may be mutually agreeable to the parties) during which time all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.
- (b) An employer grievance will be filed with the Union's business agent at the Third Step. A grievance may be filed by the Union at the Third Step. A grievance initiated by the Union or the City shall be in writing and shall state the section number of this Agreement alleged to have been violated and the manner it has been violated.

4.6 Arbitration

The moving party shall make demand in writing upon the other party for binding arbitration within 14 calendar days from the date of delivery of the final response of the Mayor or of the Union, as the case may be. Such notice shall include the nature of the matter to be arbitrated and the contract provisions(s) allegedly violated.

- (a) ARBITRATOR SELECTION. When a grievance is submitted to binding arbitration, the Union and the City shall meet at a mutually agreeable date and time, within 14 calendar days, to select an arbitrator.
- (1) Upon the failure of the parties to agree upon an arbitrator, both parties agree to request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven names of persons who are available for service as arbitrators.
 - (2) Within five working days of receipt of the list, the City and the Union representatives shall alternately strike one name from the list until one name remains. The side to strike the first name shall be chosen by lot. The person whose name has been chosen shall become the Arbitrator.

- (b) TIME LIMITS OF ARBITRATION. Arbitration shall commence as soon as possible at a date and time acceptable to the parties and the arbitrator. The arbitrator shall make a written report of their findings to the Union and the City within 30 working days after the hearing is concluded, unless mutually agreed otherwise.
- (c) RULES GOVERNING THE ARBITRATION. Said arbitrator will be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association as amended. The decision of the arbitrator shall be final and binding on both parties to the dispute.
- (d) IMPLEMENTATION OF DECISION. The final decision of the arbitrator shall be implemented as soon as possible, but no later than 30 days after the final decision is rendered.
- (e) AUTHORITY OF ARBITRATOR. The authority of the arbitrator shall be limited to the application and interpretation of this Agreement. They shall have no authority to amend, alter, modify, or otherwise change the terms or scope of this Agreement. However, by mutual agreement of the City and the Union, the grievance procedure set forth above may be used in other matters.

4.7 Separate Arbitrators

Each grievance or dispute will be submitted to a separately convened arbitration proceeding, except where the City and the Union mutually agree to have more than one grievance or dispute submitted to the same arbitrator. Multiple grievances filed over the same issue will be combined.

4.8 Arbitration Expense

The City and the Union shall equally share the expense of the arbitrator and shall share equally the other expenses involved in such arbitration proceedings, including stenographic expenses, except each party shall bear the expense of their respective non-employee witnesses.

4.9 Witness Expense

Any City employee called as a witness by either side will continue to receive their regular rate of pay while attending such hearings, not to exceed regular working hours. Should such meetings be scheduled outside of regular working hours, or extended beyond such regular working hours, no compensation shall be paid by the City for the time outside such hours.

4.10 Working Conditions/Award Limits

When any matter in dispute has been referred to the Grievance Procedure set

forth above, the conditions and provisions prevailing prior to the time the dispute arose shall, insofar as it is possible and consistent with normal operations, not be changed until the decision is rendered. When the subject matter warrants, the decision shall be made retroactive to the time the dispute began. In cases where it is determined an employee has been discharged unjustly and without cause, the Arbitrator shall order the City to return the employee to their position without loss of seniority or pay.

4.11 Default

In the event that the City fails to answer a grievance within the time required at any step of the Grievance Procedure, or the Union fails to appeal the answer given to the next step of the Grievance Procedure within the time allowed, then the grievance will be considered settled against the side which has defaulted. However, any of the time limits to the grievance or arbitration procedures may be extended by mutual agreement. Grievances resolved by default cannot be the basis of establishing precedent for the settlement of any other grievances. No default may be declared unless the defaulting party has been given notice by the other party and a chance to correct the default.

4.12 Origination Above First Step

Any grievance that originates from a level above the first step of the Grievance Procedure shall be submitted directly to the step or level from which it originates.

5. EMPLOYEE BENEFITS

5.1 Retirement

Employees covered under this Agreement shall participate in their respective unions' retirement trust funds. The City agrees to contribute to the applicable trust funds the amount set forth in Schedule A for each compensable hour credited to employees for the purpose of retirement benefits as specified in said trust agreements. Contributions shall be submitted by the City on or before the 15th day of the month following the month in which the contributions were earned. It is understood and agreed that the contributions are to be computed solely on the total number of compensable hours, including personal leave and paid holidays, and are not to be included in wages or the computations of overtime. Except for the making of hourly contributions under this agreement, the City has no responsibility or liability for the administration or operation of the trust funds, eligibility for employees to receive pension benefits, or future payment of pension benefits to retirees. The Union parties further agree that the trustees named in each Unions' trust and their successors in trust are and shall be the parties representatives and consent to be bound by the actions and determinations of the trustees.

The City agrees to allow employees to participate in the City's deferred compensation plan. Employees will designate the amount to be deducted from their paycheck. Deductions will be deposited in the employee's deferred compensation account at least monthly.

5.2 Individual Records

The City agrees to make available to the employee and also, with the employee's permission, to the Union Business Manager or the Manager's appointed representative, the employee's individual records, upon reasonable notification.

5.3 Health and Security

The City agrees to make a monthly contribution, as set forth in Schedule A, to the respective Union Health and Welfare Trusts. Except for the making of monthly contributions under this agreement, the City has no responsibility or liability for the administration or operation of the Health & Welfare Health Trusts, eligibility for employees to receive plan benefits, or the level or terms of future plan benefits. The AFL- CIO Crafts Council and each member Union further agrees that the employer trustees named in the trusts and those successors in trust are and shall be the City's representatives and consent to be bound by the actions and determinations of the trustees. The City's contribution to each Union's respective Health and Welfare Trust will be as specified on Schedule A of this agreement and shall be submitted by the City on or before the 15th day of the month following the month in which the contributions were earned.

5.4 Prepaid Legal

The City agrees to participate in the various Union- Employer prepaid legal trust plans and to be bound by the Trust Agreements creating and controlling such plans, as may be amended from time to time. Contributions, in an amount designated by the participating crafts involved, shall be submitted by the City on or before the 15th day of the month following the month in which the contributions were earned. The contribution reduces the rate of that particular craft. Said contribution, and any subsequent increases in contributions, shall be deducted from the employee's negotiated wage.

5.5 Physical Examinations

A yearly physical examination is offered to employees of the City for ICC physicals. Physicals other than CDL physicals are subject to the approval of specific application for such physical examination by the Mayor.

The Unions agree that the City may adopt a pre-employment "Fit for Duty" program.

When in the opinion of the City there arises specific questions as to the physical or mental ability of an employee to perform their normal work assignment, an appropriate examination may be ordered by the City. If such examination demonstrates, in the opinion of the examining medical professional, that the employee is physically or mentally incapable of performing their normal work assignment, the employee shall be allowed to seek a second opinion from a local licensed medical professional of their choice. If the results of these two examinations are not in agreement, then a third opinion shall be solicited from a medical professional mutually agreeable to the City and the employee. The results of this third examination shall be final and shall be binding on both parties. The employer shall pay for first and third physical examinations and connected expenses involved with this section.

5.6 Physical Condition

If an employee is prevented from performing their normal work assignment due to a physical condition, the City agrees to make an effort to place the employee in a classification the employee can perform within their craft under this agreement.

5.7 Clothing and Tool Reimbursement

The City will compensate eligible employees (employees working more than 1,000 hours per year) as follows for reimbursement of the expense of replacing work boots, work clothing, and tools, in recognition of the wear and tear due to City employment. The clothing, boot, and tool allowances will be paid in a single lump sum with the first payroll in July, without the need for employees to provide receipts.

- (a) Gloves and coveralls will be provided for employees engaged in road oiling, sewer work, garbage collection, vehicle repair, and maintenance operations, or other similar types of work.
- (b) The employees assigned to vehicle repair, oiling, and patching for 40 hours will be reimbursed by the City for the cost of one pair of boots, per person, per year, as approved by the City and not to exceed \$300.00 dollars.
- (c) Employees will receive a \$400.00 per year clothing allowance.
- (d) A washer/dryer and detergent will be furnished by the employer for those employees wishing to launder the above-listed items of clothing during their off-duty hours or the employer may, at its option, provide cleaning for gloves and coveralls.
- (e) Permanent Mechanics will receive a \$350.00 per calendar year tool allowance.

5.8 Lockers

The City shall furnish lockers for clothes and equipment and space reserved for drying personal effects and other equipment for public works employees.

6. WORKING RULES

6.1 Work Week

- (a) The work week for Specialized Trades shall consist of five consecutive 8-hour days, Monday-Friday, exclusive of a lunch break, with a regular start time of 8 am. The start time, work week, and workday may be modified by mutual agreement between Specialized Trades personnel and the Public Works Director.
- (b) The work week for Office staff may vary between five consecutive 8- hour days, Monday-Friday, exclusive of a lunch break, with a regular start time of 8 am; or four consecutive 10-hour days, Monday-Thursday, exclusive of a lunch break, with regular start time of 7 am. The start time, work week, and workday may be modified by mutual agreement of the Office staff and the Public Works Director.
- (c) The work week for Laborers shall consist of four consecutive 10-hour days, Monday-Thursday, exclusive of a lunch break, with regular start time of 7 am.
- (d) The work week for Operators and Mechanics shall consist of four consecutive 10-hour days, Monday-Thursday, exclusive of a lunch break, with a regular start time of 7 am. During winter snow removal and spring break-up, the work week may be days or nights and shall consist of four consecutive 10-hour days, Monday-Thursday, Sunday- Wednesday, or Tuesday-Friday, with a regular start time of 7 am for days and 9:00 pm for nights.
- (e) By mutual agreement, between the Union and the City, variations of the work week may be established (i.e. flex schedule, split shift, etc.).

6.2 Shifts

- (a) The day shift is any shift with starting times between the hours of 6:00 a.m. and 11:59 a.m.
- (b) The swing shift is any shift with starting times between the hours of 12:00 noon and 6:59 p.m.
- (c) The graveyard shift is any shift with starting times between the hours of 7:00 p.m. and 5:59 a.m.
- (d) With prior mutual agreement between the Union and the City, other shifts may be worked and/or scheduled.

Prior to establishing a swing, graveyard, or other shift, volunteers in the needed classifications will be sought. If there are not enough volunteers to cover the City's operational needs, then a rotational schedule will be established in which

all permanent employees will be scheduled. Employees are allowed to have volunteers cover their assigned rotation.

6.3 Overtime

Overtime shall be paid for all work performed outside the regularly scheduled workweek, in quarter hour increments; however, overtime shall not be pyramided. For example, if overtime performance is less than 1/4 hour, the time shall be considered at 1/4 hour and paid accordingly. If overtime performance is more than 1/4 hour, but less than 1/2 hour, the extent of time shall be considered as 1/2 hour and paid accordingly.

- (a) For those employees working five 8-hour days "5-8's" schedule as outlined in 6.1(a), overtime will be paid at the time and one-half rate for hours worked in excess of eight hours per day or 40 hours per week. After 40 hours of work during a week, overtime will be paid at 1.5 times the employee's pay.
- (b) For those employees working four 10-hour days "4-10's" schedule as outlined in 6.1(b), overtime will be paid at the time and one half rate for hours worked in excess of 10 hours per day or 40 hours per week. After 40 hours of work during a week, overtime will be paid at 1.5 times the employees pay rate.
- (c) Regardless of hours worked during a week, all work performed on Saturday and Sunday shall be paid at the 1.5 rate, unless that employee is assigned to a night shift where the workweek begins Sunday night.
- (d) Employees who work overtime may elect, in lieu of being paid overtime, to accrue compensatory time at the rate of 1.5 hours for every hour of overtime. Compensatory time may be taken and used in the same manner and terms as personal leave (when mutually agreeable by the employee and Department Director). Employees may carry 80 hours of comp time into the next calendar year. Any comp time over 80 hours that is not fully scheduled or used by December 31 of each year will be paid by the City to the employee by January 31.
- (e) It is recognized that due to the nature of municipal operations, employees may be required from time to time to work overtime to accomplish pressing public needs, such as snow removal, pumping during spring thaw, removal of construction hazards, and other public needs as may be determined by the City. The City agrees to give reasonable notice to employees that overtime is necessary to accomplish pressing public needs and further agrees that when such emergency situations are corrected, overtime shall not be mandatory. The City agrees to give recognition to situations which may arise from time to time which may prohibit an employee from working overtime.
- (f) The City agrees to fairly distribute overtime to its employees within each seniority group and agrees that permanent employees shall have first

refusal of overtime. If the safety and welfare of employee or public are in question (examples; prescribed medication or 14 hours of continuous operation), the Foreman must assess the situation and assign the overtime in a fair and equitable manner. However, it is understood that when employees have been assigned to tasks during the course of the day and overtime is required to complete those tasks, employees assigned to those tasks shall have the right to work the overtime necessary to complete the assigned task.

6.4 Reporting Time

Employees required to report to work and not put to work shall receive two hours pay at their regular straight time rate, unless notified not to report at the end of their previous shift or two hours prior to the start of the shift.

6.5 Lunch Break

Lunch periods will be at least 30 minutes in duration and will be scheduled at the midpoint of the shift. If the work requires the lunch period to start at a time before or after 30 minutes of the midpoint of the shift, then the employee shall be paid for such period at the applicable overtime rate. Poor weather lunch periods shall be taken in a warm, dry place, normally at the nearest employer facility or in heated enclosed vehicles, at the discretion of the craft Foreman. Except, because of special conditions which exist that are not compatible with the above clause concerning lunch periods, by mutual agreement between the Employer and the Union, those particular lunch periods may be altered to fit a specific purpose.

6.6 Relief Period / Shift Clean up

- (a) RELIEF PERIOD. All employees shall be allowed one relief break not to exceed 15 minutes in duration during the first half of the shift and 15 minutes during the second half of the shift. The Union and the Employer shall mutually agree on reasonable rules governing the taking of such relief periods as provided herein. When employees are working over their regular scheduled shift (either 8 or 10 hours), an additional relief break shall be taken every two hours, from the end of their last scheduled relief period.
- (b) SHIFT CLEANUP. All employees shall be afforded up to 15 minutes prior to lunch and the end of each shift to ensure the cleanliness of themselves, their work area and/or vehicle, and their work garments for the next workday. This time shall be used by employees for cleanup, and to ensure they are prepared and ready for the start of the subsequent shift and shall not be considered an additional break.

6.7 Foreman / Lead

In Public Works, when three or more union personnel work on one job location without a foreman (excepting maintenance workers and packer crews), one of the employees will be designated as a working lead worker, and it will be their responsibility to direct the work force. The City may at its option, designate a working lead worker for a lesser number of employees. There shall be permanent craft foremen for each of the following classifications: laborers, operators, mechanics, and all Trade Specialists (collectively only when the City employs more than four permanent trade Specialists). Under the following occasional workload demands foremen may work in the craft as long as no other dispatch craft employees are displaced: (1) Training; (2) Emergencies, including heavy snow fall, earthquake, flood, wild land fire, and other events as determined by Department Head and Union (SOP procedure will be to first consult the Foreman); (3) Regularly scheduled crews do not show up; (4) Scheduled crews are present but a task comes up that needs immediate attention. If fewer than five permanent Trade Specialists are employed, one shall be selected and paid as a lead worker who will take direction as designated by the City. Each craft supervisor foreperson shall have a permanent lead worker who will replace the foreman when on personal sick leave and cover the shift when double shifting. A minimum of one lead worker will be appointed in the absence of the permanent lead worker for the following classifications: laborers, operators, mechanics, and trade specialists. A foreman with vehicular access to several crews will be considered to have direct supervision over those crews. Employees shall take instructions from whichever supervisor, foreman or lead worker, is designated by management. See Schedule A for pay of foreman and lead workers.

6.8 Working at Higher/Lower Classification

The employer agrees to use employees within their respective classifications. Should it become necessary to work an employee in a higher rated classification; said employee will be paid at the higher rate of pay for working in said classification. An employee will be paid one-half shift at the higher rate of pay for any period of work not exceeding one-half shift duration and will be paid the whole shift at the higher rate of pay for work in excess of one-half shift duration. Should it become necessary to work an employee in a lower rated classification, said employee will continue to be paid at their regular rate of pay.

6.9 Inclement Weather

No permanent employees covered by this Agreement shall, as a result of inclement weather, be caused to lose any pay, provided they report to work in the regular manner contained herein. If, due to inclement weather, employees are unable to perform their regular work, they shall, at the option of the City, perform other miscellaneous work as directed.

6.10 Call Back

A minimum of two hours at the applicable overtime rate shall be paid when employees are called back to work after the regular shift.

6.11 Call Out

If an employee is called by a Public Works supervisor to report to work on a scheduled day off, the employee will be paid a minimum of two hours at the applicable overtime rate. All work over two hours will be paid in 1/4-hour increments. *De minimis* time (such as answering a phone call) will be paid in 1/4- hour increments.

6.12 On Call

An employee on call (standby) will be paid two hours at the applicable overtime rate for covering the phone or radio, with the further understanding that this time will be in addition to call out time.

6.13 Shift Change

- (a) An employee changing shifts, when the employer requests it with less than 48 hours prior notification, shall receive 1.5 times the employee's regular rate of pay for all hours worked on the first shift. The premium pay does not apply when changing back to the employee's normal shift from short term changes. For the purpose of this provision, an employee's shift is changed when their scheduled days of work are changed, or starting time is moved to one of the other defined shifts.

- (b) Unless mutually agreed otherwise by the City and the employee(s), starting times for employees shall not be changed without 48 hours prior notification. Should an employee's regular starting time be changed without 48 hours' notice to the employee, all hours worked on the employee's first new workday shall be paid at one and one-half times the employee's regular rate of pay. This premium pay does not apply when changing back to the employee's normal starting time from short term changes. For the purpose of this provision, an employee's starting time is changed if their starting time is moved to a time different from their regular starting time, within the hours of any given shift listed in 6.2.

6.14 Shift Premiums

Shift premiums for classification under this contract will be five percent of swing shift, and ten percent for graveyard shift.

7 HOLIDAYS

7.1 Holidays

The following days shall be considered holidays: New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Fourth of July (Independence Day), Labor Day, Alaska Day, Veteran's Day, Thanksgiving Day, Christmas Day, and such other days as the City Council may fix for all City employees. Dr. Martin Luther King, Jr. Day and Alaska Day will be observed as floating holidays in the same manner as a personal day and not on the day of the actual state holiday. Floating holidays must be used in the year accrued or otherwise are lost without cash value.

7.2 When Holiday Falls

When a holiday falls on an employee's first scheduled day off, or second day for employees working a four day a week schedule, the preceding non-premium workday shall be considered to be the employee's holiday and paid as such. When a holiday falls on an employee's last scheduled day off, the following non-premium workday shall be considered the employee's holiday and paid as such.

7.3 Holiday Pay

Holiday pay, in the amount of eight hours for each holiday, shall be paid to permanent employees working a 5-8's schedule at the employee's regular rate of pay. Holiday pay, in the amount of ten hours for each holiday, shall be paid to permanent employees working a 4-10's schedule at the employee's regular rate of pay. Temporary employees will be paid in accordance with Section 22.1.

7.4 Working On Holidays

All employees who work on any of the above-named holidays shall be paid at the rate of 1.5 times their regular rate of pay. In addition, permanent employees shall receive holiday pay as set forth above.

7.5 Holiday on Leave

Employees on leave with pay shall receive pay for a recognized holiday occurring during such leave with pay at their regular rate.

7.6 Eligibility for Holiday Pay

In order to receive pay for an observed holiday an employee must not be on LWOP or have been absent without authorized leave on the workday before or after the holiday.

8 PERSONAL LEAVE

8.1 Entitled to Personal Leave

All employees covered by this Agreement shall be entitled to personal leave in accordance with the following.

8.2 Leave Pay

Personal leave will be paid for at the employee's contract regular rate for their regular classification.

8.3 Leave Accrual

(a) Employees shall accrue leave according to the following schedule:

- One – Two Years: 160 hours per calendar year
- Three-Five Years: 200 hours per calendar year
- Over Five Years: 240 hours per calendar year

Employment for less than a full pay period shall be pro-rated for the purpose of computing personal leave.

(b) The maximum leave bank accumulation for an employee is 600 hours. At the end of a calendar year any employee that has over 600 hours, who doesn't have their excess leave scheduled to be used by the end of February will have their unscheduled leave in excess of 600 hours cashed out on their final paycheck of the calendar year.

8.4 Leave Requests

Personal leave shall be taken at any time mutually agreeable to the department head and the employee and shall not be unreasonably withheld by the Employer. Requests for leave exceeding 160 continuous hours will not be granted unless approved by the Mayor or designee. An employee shall notify their department head at least one day in advance when not more than two days leave are desired, except in the case of any emergency. When longer periods of leave are desired, at least one-week advance notice shall be given but may be denied if the absence of the employee hinders operations or causes overtime. Requests for personal leave more than 80 hours shall be made at least 30 days in advance, except for unforeseen circumstances. Leave will be granted if, in the opinion of the department head, the employee can be spared from their job for the time requested, however, such leave shall not be unreasonably withheld. Upon notification of scheduled personal leave to the City by the employee, the City agrees to approve or disapprove the

employee's scheduled personal leave in writing within 10 working days of submittal. If the City fails to reply to a leave request within 10 days, such leave request will be considered approved. Scheduled personal leave may also be taken in conjunction with approved travel on City business, so long as any additional expenses to the city are reimbursed by the employee. When personal leave is used for illness or bereavement, the employee shall notify the department head as soon as possible, but in no case later than 8:00 a.m. on a day they are scheduled to work. Leaving a message on the assigned voice mail number satisfies this notice requirement. If the City believes an employee is abusing the use of sick leave, the Union agrees to meet with the City and the employee to discuss leave usage with the goal of correcting any perceived abuse. If an employee calls in sick without enough leave to cover their absence the employee will be considered absent without leave (AWOL).

8.5 Unexcused Absences

No employee shall be absent from the job without providing good and sufficient reasons, unless they have complied with the provisions of Section 8.4. Nothing in this section shall preclude the employer from exercising reasonable restraints and disciplinary actions for excessive absences and lateness from work. Employees arriving late for work as scheduled, without complying with Section 8.4 will be considered AWOL, employees that have earned personal leave will have leave deducted in quarter hour increments until their arrival, provided that an absence over a quarter hour shall be assessed to the next full quarter hour.

8.6 Termination Cash Out

Upon termination of any employee covered by this agreement, accrued leave shall be paid at the employee's current rate of pay with the applicable pension contributions. In the case of separation with advanced notification, the use of leave more than 160 hours will not be granted.

8.7 Drawdown of Personal Leave

Subject to the "cash-out value cap" provision set forth below, any employee covered by this agreement may cash out their personal leave in accordance with the following schedule. Member "cash-out" requests must be submitted to the Department Head. The cashed-out hours will be paid on a separate check within 15 days. In addition, the City will contribute pension payments to the appropriate trust at the rate in effect on the date of approval for all hours cashed out.

All personal leave hours have full leave usage and leave usage is not reduced at any time regardless of the total number of hours accrued.

Total Personal Leave Hours for Draw Down:

0 - 200 hours	Cannot cash out below 200 hours without Mayor's approval (except in case of emergency hardship, or at termination 100%).
200+	100% cash out value.

8.8 Personal Leave Donations

The parties recognize that it is desirable from time to time to have a means for employees to assist other employees in time of need. The following shall be the vehicle for that purpose.

- (a) Each employee wishing to donate personal leave will fill out, date and sign a leave slip showing the amount of leave the employee wishes to donate, in increments of not less than four hours, and deliver said leave slip to the Finance Department.
- (b) Each leave slip will have written or typed along the bottom, "leave donated to (employee name)."
- (c) The City will convert the hourly rate to a dollar value and transfer that amount to the recipient's personal leave account, where it will be converted into the recipient's hourly rate for use as personal leave.
- (d) All personal leave donation requests are subject to the approval of the Mayor.
- (e) Once personal leave is donated and approved, it is irretrievable by the donor.

8.9 Leave Value Conversion

A laid off or reclassified employee who has bumped or moved into a lower paying job classification shall be credited with personal leave at the value it accrued prior to reclassification. The dollars will be converted to leave at the lower hourly rate of the reclassified employee and the appropriate hours of leave will be added to the employee's personal leave account.

8.10 Probation

Employees serving a probationary period on an original appointment shall accrue personal leave in accordance with the provisions of this section. Such employees shall not be granted paid personal leave in excess of two days unless they have given 30 days' notice of their leave request. Any leave used during an employee's probationary period will added to the employees' probationary period as defined in Section 13.7.

8.11 Adequate Leave

When scheduling annual leave only earned personal leave may be taken by an employee. If an employee does not have enough leave to cover leave requests, then leave requests will be denied. Per Section 9.5 LWOP may be approved in cases with extenuating circumstances.

8.12 Leave Without Pay

At the expiration of all personal leave in cases of sickness or disability, an additional period of LWOP, as required may be granted at the request of the employee, and such leave privilege will be subject to verification by a doctor's certificate.

8.13 Seniority

Seniority rights accrued by an employee up to the date of commencement of a sickness or disability which requires absence from work shall not accrue during any period of LWOP attributable to a non-work-related sickness or disability, except as provided for under the family leave provisions of this agreement.

8.14 Workers' Compensation

In the event of a job-incurred injury or serious illness to a permanent employee, within the coverage of the Alaska Workers' Compensation Act in effect at the time of injury, the employee's position shall be held for the employee until it has been established that they will be unable to return to work or for one year, whichever is sooner, and their seniority shall be in full force during the period. An award to the employee of Workers' Compensation Permanent Disability shall be deemed to establish that the employee will be unable to return to work, unless the employee, by actually returning to work, or by the report of a competent physician establishes that a permanent partial disability will not preclude their return to the job in question.

The City will compensate permanent employees that portion of the difference between Workers' Compensation, as required by State Statute, and eighty percent (80%) of the employee's regular rate of pay until the employee is able to return to duty or is medically retired; provided, however, that such time does not exceed nine months. The employee shall be required to communicate weekly with their foreman regarding their return to work status for staff scheduling purposes. Additionally, the employee must submit a weekly copy of the most recent report from the attending physician directly to Human Resources.

9. OTHER APPROVED ABSENCES

All employees covered by this Agreement shall be entitled to paid personal leave in conformity with the following:

9.1 Maternity/Paternity/Family Leave

Maternity/paternity/family leave shall be granted when the employee can be certified for such leave by a competent physician. A pregnant employee may work as long as she is certified to be in good health by a competent physician. Absences due to or contributed to by "pregnancy, miscarriage, abortion, childbirth, and recovery" are the same as any other temporary disability and should be treated that way under health and disability insurance or sick leave plans. The Mayor may grant a permanent employee LWOP. The employee must either return to full employment status at the end of such LWOP or terminate. Approved LWOP shall not constitute a break in service, and the employee shall be restored to the same job classification without loss of seniority.

9.2 Elections

Any employee shall be given the necessary time off, without loss of pay, for the purpose of voting, when polls are not open at least two hours before or after the employee's scheduled hours of work.

9.3 Bereavement Leave

All permanent employees shall be permitted to use personal leave in the event of illness or death in the immediate family of the employee to make household adjustments, arrange for medical services or to attend funeral services. "Immediate family" is defined as: husband, wife, daughter, son, mother, father, sister, brother, stepmother, stepfather, stepchildren, foster children, mother-in-law, father-in-law, grandparents, and grandchildren. Nothing in this section shall preclude the use of leave for such bereavement when approved in advance by the City.

9.4 Military Reserve Training or Emergency National Guard Service

All employees covered under this Agreement shall be entitled to administrative LWOP for any active duty in any Armed Forces component including units of the National Guard or Reserve. Provided that, in accordance with applicable State and Federal laws and regardless of any language or provision of this Agreement to the contrary, there shall be no adjustment of any affected employee's anniversary date for any active duty period up to the Federal statutory limit so as to cause loss of seniority or longevity, or to deny the accrual of sick or annual leave as provided by law. Employees are to present a copy of official orders for active duty as soon as possible to the City to comply with the law and to allow the City to reschedule the work force.

9.5 Leave Without Pay (LWOP)

The City Mayor, or designee, may grant employees LWOP for extenuating circumstances not to exceed 90 calendar days when it is in the best interest of the City to do so, and if the employee can be spared from their job for the time requested. During the employee's approved leave of absence their position may be filled by temporary promotion, or temporary reassignment of any employee. At the expiration of the LWOP, the employee has the right to, and shall be reinstated to, the position they vacated, if the position still exists or, if not, to any other vacant position in the same class. Approved LWOP shall not constitute a break in service.

9.6 Birth/Adoption of Child

Personal leave shall be granted to employees for the birth or adoption of a child. In addition, employees will be entitled to use personal leave or LWOP in accord with the Family and Medical Leave Acts.

10. PAY DAYS

10.1 Pay Dates

Pay days shall be established covering payroll periods from the first to the 15th day of the month inclusive (for which the payday is by month end) and from the 16th day of the month to the last day of the month (for which the payday is the 15th of the following month, except when pay day falls on a Saturday or a holiday. When the payday falls on a Saturday, Sunday, or City Holiday, the payday will be Friday.

10.2 Pay Stub

Each paycheck shall have a stub or duplicate itemizing all legal and authorized deductions, hours worked, and rate of pay for straight time and overtime hours worked.

10.3 Bi-weekly

The City reserves the right to establish a bi-weekly pay period upon 30 calendar days' notice to the Union. If established, pay days shall fall on every other Friday. If the designated pay day falls on a holiday, pay checks will be available for distribution the day preceding the holiday. However, no employee shall lose any wages or benefits accruing under this Agreement as a result of the change from semi-monthly to by-weekly pay periods.

10.4 Hardship Exception for Temporary Employees

Temporary Employees are eligible for the "Hardship Exception" one time per calendar year. The Public Works director or the Chief or Staff may authorize an early paycheck for a temporary employee, similar to the final paycheck issued to employees upon termination, in cases of undue hardship, or unforeseen circumstances. A temporary employee requesting the exception must request it directly from the Director or the Chief of Staff and must have worked at least 40 hours before they are eligible. The early paycheck may not exceed time worked, less payroll deductions, and will not be unreasonably denied.

11. UNION MEMBERSHIP AND DUES

11.1 Obligations and Responsibilities

The Union shall assume all obligations and responsibilities for the collection of any Union dues, fees, or assessments, except as agreed to by the City and set forth herein.

The City will deduct membership working dues from the employees' pay checks for each compensable hour in an amount so designated by the particular Unions involved, with proper authorization submitted to the City by the employees so affected.

All moneys collected for working dues by the City shall be paid to the appropriate Unions. The working dues which are deducted shall be paid monthly by the 15th of the month following the month in which they were deducted.

11.2 Upholding Union Principles

No employee shall be discriminated against for the upholding of Union principles, and any employee who heeds the instructions of the Union, or who serves on a committee, shall not lose their position or be discriminated against for this reason. The Union shall not discourage any employee from carrying out their work assignment for the City.

11.3 City Noninterference

The City agrees that it will not in any manner, directly or indirectly, attempt to interfere between any of the employees covered under the terms of this Agreement 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 the employee's Union membership or lawful Union activity.

12. HIRING HALL

12.1 Responsibilities

The Union agrees to maintain a hiring hall and to solicit qualified workers, both Union and non-Union, in order to fill necessary requisitions for workers. The City agrees to use the services of such hiring hall and will call upon the Union to furnish all the qualified workers it may require in the classifications herein mentioned, subject to the following terms and conditions.

12.2 Applicant Selection

Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

12.3 Right to Reject

The City retains the right to reject any job applicant referred by the Union. If requested by the Union, the City shall give a written reason for the rejection of any applicant. The City will apply the terms of its current nepotism policy, as provided in the Fairbanks General Code.

12.4 Commercial Driver's License

All employees covered by this Agreement that operate heavy equipment and packers shall be required, as a condition of employment, to possess and maintain a Commercial Driver's License as required by law. The City will annually reimburse permanent employees for the cost of renewal of any licenses or training required by law or required by the City to perform their duties while in City employ, with the exception of personal drivers' licenses.

12.5 Discrimination

The Union agrees that it will not discriminate against non-Union workers in referring workers to the City, and the City agrees that it will not discriminate against Union workers in selecting job applicants referred to it by the Union.

12.6 Job Postings

The Union agrees to post, in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of these hiring arrangements.

12.7 Other Sources

In the event the Union is unable to supply the City with qualified workers when called upon by the City within 48 hours, exclusive of Saturdays, Sundays, and holidays, the City may procure workers from other sources; provided, however, that in such instances the City shall furnish the Union with the names of workers, their classifications, and date of hiring. If at any time the City has rejected workers sent by the Union, then the Union shall have an additional 24 hours to refer additional applicants.

13. SENIORITY

13.1 Crafts

Seniority shall be established by craft for the following seniority groups:

- (a) laborer
- (b) operator
- (c) mechanic
- (d) electrician
- (e) carpenter
- (f) plumber
- (g) dispatcher
- (h) engineering tech or party chief
- (l) supply specialist/expediter
- G) warehouse/records coordinator
- (k) custodian
- (l) inventory specialist/material handler
- (m) or other seniority groups mutually agreed to by the City and the Craft Council.

The employee having the longest term of service with the City shall be number one on the seniority list, subject to the provisions of Section 13.7, and all other employees, likewise, shall be listed according to length of service with the City; such lists shall be posted. Date of hire as a permanent employee will be the criterion used to establish the length of service for new employees.

13.2 Lay-offs

Lay-offs due to reduction in force shall be made in reverse order of seniority, subject to Section 13.1. In rehiring, seniority shall apply. When calling back laid-off employees, the City will recall, through the Union, the employees in the proper order of seniority recall rights.

13.3 Promotions

Promotions, including promotions to newly created jobs and reclassification to positions of different responsibilities, shall be in order of seniority, provided the employee is qualified and competent to perform the work in the proposed

classification. This provision shall not apply to the selection of General Foreman and Office Manager (if these two positions are used), or Craft Foreman. Lead workers and Craft Foreman shall be selected by the City from among the permanent employees. The City shall be the judge of the employee's qualifications and competency.

13.4 Transfer

Employees under this Agreement shall be allowed to transfer into another bargaining unit with the City, provided they are qualified to perform the work and the position vacancy has been first offered to existing employees in that bargaining unit and no employees are interested or qualified. It is understood that such transferring shall be within the appropriate unions and all parties in the bargaining unit(s) concur. Employees transferred will lose division or unit seniority.

13.5 Seniority Termination

City seniority shall be terminated, and the employer-employee relationship shall be severed by the following conditions:

- (a) Discharge for cause
- (b) Lay-off of eighteen (18) months duration
- (c) Resignation or retirement

13.6 Compensation

In the event an employee is not worked in their rightful position of seniority pursuant to Section 13.1, 13.2, or 13.3, they shall be compensated in the amount that was earned by the employee who has worked in their stead, unless otherwise mutually agreed upon by the Union and the City.

13.7 Probation

Each new permanent employee shall be hired as a probationary employee and shall not have seniority until the end of a probationary period of 120 days (excluding leave). Upon completion of such period, employees shall have seniority from date of hire with full accrual and use of personal leave. When a temporary employee is initially hired and has worked less than 30 days their separation due to job performance shall not be subject the grievance procedure.

14. LAY-OFF AND DISCHARGE

14.1 Separation Pay

When an employee is terminated, or effects a separation, they shall be paid all accrued earnings in accordance with State law or within 72 hours, whichever is earlier, excluding Saturdays, Sundays, and holidays.

14.2 Notification

Written notice of lay-off will be given to the affected employees by the City. Permanent employees having less than 90 days continuous service shall receive two days' notice prior to termination. Permanent employees having 90 days continuous service, but less than 12 months continuous service shall receive six working days' notice prior to termination. Permanent employees having 12 months or more continuous service shall receive 12 working days' notice. In instances where notice is not given by the City prior to termination, the employee shall receive in lieu thereof, pay at the basic rate for the time established herein. Employees effecting a separation without prior notice to the City shall forfeit severance pay.

15. SHOP STEWARD

15.1 Appointment/Termination

A Shop Steward shall be appointed from among the employees of the City at any given point by the Union at the Union's discretion and shall be the last employee terminated unless such employee is discharged for cause.

15.2 Work Hours

The Shop Steward shall be allowed to handle requests, complaints, and grievances arising under this Agreement during the Shop Steward's working hours, without loss of compensation for time spent in the pursuit of Shop Steward's duties. There may be occasions when the workload will prevent the granting of such times until a later time. In the absence of compelling circumstances to the contrary, the employee will be made available. The Steward will be the last employee terminated in the respective craft as long as there is work available which such employee is capable of performing.

15.3 Grievances

Shop Stewards and aggrieved employees shall, upon notification to their foreman or immediate supervisor, be given time during working hours and without loss of pay to handle grievances. It is further agreed that Shop Stewards shall be given time during working hours and without loss of pay to attend Union negotiations and other authorized joint employer-Union

conferences.

16. JURY DUTY

Employees required to serve on jury duty will suffer no loss in regular earnings but shall be compensated during their service at the rate of 40 hours per week. Fees paid the employee while serving such jury duty will be returned to the City by the employee. An employee, other than a permanent day shift employee, shall be considered to be a permanent day shift employee while serving on jury duty. Such an employee who was required to serve on jury duty on their previously scheduled day off shall not be required to work on the following Saturday or Sunday. It is agreed that an employee reporting for jury duty who is then released for the day shall return to work for the rest of the work shift.

A certificate of attendance shall be obtained by the employee from the jury clerk and made available to the department head upon request.

Temporary employees will only be paid for jury duty if they are not granted a deferral to a later date.

17. SAFETY

17.1 Alaska State General Safety Code

All work should be executed in a safe and proper manner. The "Alaska State General Safety Code" will serve as minimum standards.

17.2 Safety Equipment

The City shall furnish such safety equipment as is necessary for the safety of the employees. Safety devices and first-aid equipment as needed for safety and proper emergency medical treatment, shall be provided and be available for employees working under adverse conditions.

17.3 Safety and First-Aid Program

A Safety and First-Aid Program, as required by the State Safety Code, shall be instituted and regular safety meetings for each department shall be held once each month during working hours, without loss of pay to the employee.

17.4 Refuse Unsafe Conditions

It shall not be considered a violation of this Agreement where employees refuse to work with or ride in unsafe equipment or where safeguards are not provided, or when the facilities are not being maintained in a reasonable sanitary condition.

17.5 Working Alone

It is agreed that when one employee is on shift alone the employee's supervisor will call to check on the employee should the employee fail to report every two hours. It will be the employee's responsibility to notify public works dispatch that they are working alone that shift. Nothing in this subsection applies to work in a confined space or other hazardous conditions.

18. TRAINING - EMPLOYEE UPGRADING

The parties agree that it is in their mutual interest and in the interest of the industry that employees be trained in the fields of work and equipment covered by this Agreement.

The City may use training courses, technical publications, specifications, and training schools of equipment manufacturers and vendors, as the City deems necessary, to develop and upgrade their employees to the state-of-the-art skills regarding - the latest products, equipment, systems, and their operation, maintenance, and repair. When specialized training is provided by the City, seniority will be considered when offering such training to employees. When training for a specialized skill is provided by the City to a junior employee, senior employees will not be laid off because they lack such specialized skill. When an employee is sent for special training or to work outside the Fairbanks North Star Borough, the City will pay all authorized expenses as provided in the Travel Policy effective 9/3/2013. Upon prior written approval, the costs for any training beneficial to job requirements, and after satisfactory completion, will be reimbursed to the employee. Employees that need to maintain a specialized license for their employment at the City, i.e. CDL, and/or a certificate of fitness, will be afforded the necessary time on the clock to obtain or renew the license, and will be reimbursed any licensing fee.

19. MAINTENANCE OF PRIVILEGE AND REMUNERATION

It is understood and agreed by and between the City and the Union that, except as provided by this agreement, no employee covered by this Agreement will suffer a loss in privileges or rights which they now enjoy due to signing of this Agreement. Any future changes in working conditions that will affect the employees covered under the terms of the Agreement will be mutually agreed to between the City and the Union prior to implementation. This clause does not preclude the parties from negotiating changes to the Agreement.

20. MISCELLANEOUS

20.1 Longevity Pay

The parties agree that all permanent employees will receive a one-time longevity bonus on December 1, 2023. The bonus will be as follows:

Permanent employees with less than 3 consecutive years with the City will receive \$1,000.

Permanent employees with more than 3 consecutive years with the City, but less than 5 consecutive years with the city will receive \$1,500.

Permanent employees with more than 5 consecutive years with the City, but less than 10 consecutive years with the city will receive \$2,000.

Permanent employees with more than 10 consecutive years with the City, but less than 15 consecutive years with the city will receive \$2,500.

Permanent employees with 15 or more consecutive years with the City will receive \$3,000.

20.2 Tools

Mechanics, carpenters, and electricians shall furnish their own tools and provide a complete inventory but shall not be required to furnish special tools as follows: Air or electric wrenches, gear and bearing pullers, electric drills, reamers, taps dies, oxyacetylene hoses, gauges, torches and tips, thirty-six inch pipe wrenches, socket wrench drives over 3/4", wrenches over 2", coffin hoists, hydraulic jacks, etc. The City agrees to reimburse employees for tools lost provided that such loss was not intentional or due to recklessness. Such reimbursement shall be for the full amount of the prior agreed inventory of such tools lost and will be based upon the current price for tools of the same brand. Such tools will be replaced with tools of the same brand. Tools broken in the course of employment shall be replaced with tools of the same brand at no cost to the employee, provided the broken tool is turned in to the City and further provided that such damage was not intentional or due to recklessness. Due to the fact Mechanic must provide their own tools, they are permitted to work on personal vehicles in the mechanic shop after hours and on weekends with prior approval and coordination with the Mechanic Foreman or Director to ensure safety and security protocols are followed.

20.3 Parking

The City will make every effort to provide adequate parking facilities and electrical connections for head-bolt heaters at existing installations. Such facilities shall be provided at any newly constructed installation.

20.4 Payroll Deductions

Upon the proper written authorization by an employee, the City agrees to deduct the amount so designated from the employee's wages and submit the amount so indicated to the appropriate unions political, educational, or charitable committee. Forms shall be supplied by the employee's union. Such amount shall be submitted to the union on the 15th day of the month following the month in which the deductions were made.

20.5 Work Transfer

- (a) Except in the case of an emergency, the City agrees to refrain from transferring work normally being performed by employees in job classifications falling within the scope of this agreement to any supervisor or unrepresented position, unless mutually agreed upon between the City and the Union. The foregoing shall not operate to prohibit the employees of a manufacturer or supplier from warranty work, troubleshooting, or working on equipment or apparatus supplied or leased to the City. No regular employee shall be laid off, terminated, or discharged by the City as a result of the City sub-contracting any work currently performed by the bargaining unit.
- (b) Efforts by community groups, such as Festival Fairbanks or the Downtown Association, to improve the community are encouraged and supported by both the City and the Union. Such efforts will not result in the layoff of any craft employees.
- (c) The City and Union agree that homeless encampment and problem property abatements will be performed by external organizations when possible as to not distract from primary services. Such efforts will not result in the layoff of any craft employees.

20.6 Permanent Plumber Certificate of Fitness

Both parties agree that Permanent Plumbers required to maintain a State of Alaska Certificate of Fitness will receive an additional \$1250.00 annually.

21. PERSONNEL RECORDS

21.1 Contents

An employee's personnel record shall include, but shall not be limited to, the employee's application, reports of results of employment investigations, reports of work performance, progress and disciplinary actions, personnel actions, and survivor benefit forms. The employee's personnel file shall be maintained by the Mayor or designee.

21.2 Access

Employees shall be given access to their personnel file upon reasonable request. Copies of additions or other date changes to their individual personnel files shall be provided to the employee upon request and upon reasonable time notifications.

21.3 Usage

Personnel records will not be used as a private dossier on employees nor shall they contain any materials which an employee has not seen.

21.4 Reprimand

Recognizing the City's need to discipline and the employee's desire for fair and equal discipline the City agrees to remove letters of reprimand, not related to public safety, from an employee's personnel file 24 months after being placed in such file.

22. TEMPORARY EMPLOYEES

22.1 Definition

A temporary employee is one who is called for occasional work or for a limited period not to exceed six consecutive months in any 12-month period. Six consecutive months shall be calculated on the actual day the employment began, e.g., for an employee starting on 1/18/24, the six consecutive months runs through 6/17/24. The City agrees it will not attempt to bypass this section by using layoffs/rehires to circumvent the intent of the six-month maximum. If a temporary employee is retained after six consecutive months, then that employee will be eligible to accrue personal leave and be paid holiday pay for any subsequently occurring holidays.

22.2 Compensation

- (a) Temporary employees shall be paid in accord with Schedule "A" for their classification, plus per hour pension contributions and Health & Welfare (H&W) contributions.
- (b) Whenever temporary employees are needed under this provision, the City shall first attempt to contact and hire their trained and experienced temporary workers before hiring workers new to the City system. Should such workers not be available for employment, the City shall contact the appropriate hiring hall for referrals. The City may name request any employee that has previously worked at Public Works, as long as the request does not conflict with the Union's hiring hall rules.

22.3 Seniority/Holiday Pay/Personal Leave

Unless the last sentence of Section 22.1 applies, temporary employees shall not accrue seniority, be paid holiday pay, or receive paid personal leave, but shall be eligible for LWOP upon mutual agreement.

22.4 Recall Rights

Temporary employees shall not be hired if there is a permanent employee of the appropriate craft on lay-off who has seniority recall rights and is available.

22.5 Permanent Positions

Temporary employees shall be considered for permanent positions which are created or become vacant after the position has been closed to all permanent employees and before the City places a call to the Union.

23. SCHEDULE "A" WAGES

23.1 Scale

Upon ratification of this collective bargaining agreement, employees shall be compensated as provided in the attached Schedule, which provides a 3 percent increase over the 2022 package rate. On January 1st, 2024, employees shall receive an increase of 3 percent over the prior year's package rate. On January 1st, 2025, employees shall receive an increase of 4 percent over the prior year's package rate.

23.2 Application of the Package Rate Concept

The parties recognize that computing a full package rate, in which actual wages, health care, and pension costs are computed on the basis of annual compensable hours, is a more accurate method of reflecting the actual cost to the City. The parties agree that future percentage increases will be applied to the package rate. Except as provided in this section or in addenda specifically addressing allocation, each Local may allocate the package rate to wages, pension, and health and welfare as it sees fit.

- (a) The Pension Protection Act of 2006 (PPA) requires an annual actuarial status determination for multiemployer pension plans. An actuarial finding that a pension plan is underfunded can trigger, depending on the severity of the underfunding, the implementation of a plan to improve the funding and/or rehabilitate the plan. Because the funding improvement/rehabilitation plans mandated by the PPA impose certain mandatory contributions to underfunded pension plans, the parties agree that the allocation discretion of Article 23.2 will need to be limited to insure compliance with the requirements of the PPA and any improvement/rehabilitation plan.
- (b) Upon notification of a finding of underfunding, the parties agree to promptly meet and confer regarding the underfunded plan. Generally, the provisions of

an improvement/rehabilitation plan must be implemented only after the CBA then in place expires. The parties may agree to implement the provisions of the improvement/ rehabilitation plan earlier than required if the parties determine it would be advantageous to do so. The parties will prepare a separate addendum for each pension plan found to be underfunded. During the term of any addendum, the parties agree to meet and confer if either party believes there has been a change in circumstances that would warrant amendment of the addendum.

- (c) Any increase to the contribution rate for an underfunded pension plan required under an improvement/rehabilitation plan must be paid out of the package rate negotiated by the parties. The City will not be required to provide any additional funds or make any additional contributions to a pension plan above the negotiated package rate amount. No portion of the package rate may be allocated to any other purpose unless and until contributions and supplemental contributions to the underfunded pension plan have been satisfied.
- (d) If at any point the underfunded pension plan emerges from its underfunded status and additional contributions under an improvement/rehabilitation plan are no longer required, the allocation restrictions imposed by this section will be lifted.

23.3 Dispatcher Rates

The IUOE Dispatcher shall be paid at 95 percent of scale. The Assistant Dispatcher will be paid at 75 percent of scale.

Agreement ratified by Union membership on January 18, 2023 and approved by the City Council by approval of Ordinance No. 6233 on February 13, 2023.

**Signed for the Fairbanks
AFL-CIO Crafts Council:**

**Signed for the City of
Fairbanks:**

Lake Williams
District 7 Representative, IUOE 302

David Pruhs
Mayor, City of Fairbanks

Jacob Howdeshell
Business Manager, Laborers 942

Mike Sanders
Chief of Staff, City of Fairbanks

AJ Sutton
Business Manager, Carpenters 1243

Ryan McGovern
Business Representative Pipefitters 375

Eileen Whitmer
President, Teamster 959

Appendix A: Schedule A

CITY OF FAIRBANKS		EFFECTIVE UPON RATIFICATION				
SCHEDULE A			BENEFITS			
CLASSIFICATION	CURRENT PACKAGE RATE	NEW PACKAGE	LESS HEALTH*	LESS PENSION	LESS PAC/CAF	BASE WAGE
942 [P300]						
Foreman	54.81	56.45	6.52	13.79	0.15	35.99
Lead	51.43	52.97	6.52	13.79	0.15	32.51
Packer Drivers	49.07	50.54	6.52	13.79	0.15	30.08
Laborer	45.50	46.86	6.52	13.79	0.15	26.40
Facilities Laborer	50.40	51.91	6.52	13.79	0.15	31.45
Engineer Tech	45.50	46.86	6.52	16.34	0.15	23.85
Survey Party Chief	49.07	50.54	6.52	16.34	0.15	27.53
302 [P400]						
Foreman	54.81	56.45	10.23	8.25	-	37.97
Lead	51.43	52.97	10.23	8.25	-	34.49
Mechanic	49.07	50.54	10.23	8.25	-	32.06
Mechanic I	50.47	51.98	10.23	8.25	-	33.50
Mechanic II	50.94	52.46	10.23	8.25	-	33.98
Operator	49.07	50.54	10.23	8.25	-	32.06
Dispatcher	47.54	48.94	10.23	8.25	-	30.46
Assistant Dispatcher	41.42	42.52	10.23	8.25	-	24.04
959 [P700]						
Custodian	43.16	44.45	6.46	10.53	-	27.46
Warehouse Coordinator	50.21	51.72	6.46	10.53	-	34.73
Parts Person/Expeditor	48.73	50.19	6.46	10.53	-	33.20
Inventory Specialist	45.59	46.96	6.46	10.53	-	29.97
1243 [P500]						
Trade Spec-Foreman	55.29	56.95	10.08	6.85	0.10	39.92
Trade Spec-Lead	52.76	54.35	10.08	6.85	0.10	37.32
Trade Spec-Carpenter	49.47	50.95	10.08	6.85	0.10	33.92
375 [P600]						
Trade Spec-Plumber	51.35	52.89	9.75	10.25	-	32.89

*MONTHLY HEALTH CARE RATE CONVERTED TO AN HOURLY RATE BASED ON THE STANDARD 2080 HOURS PER YEAR.

RESOLUTION NO. 5047

**A RESOLUTION DESIGNATING SIGNING AUTHORITY FOR
CUSTODIAL SERVICES WITH U. S. BANK NATIONAL
ASSOCIATION**

WHEREAS, the Permanent Fund Review Board selected U.S. Bank National Association as the most responsive proposer to provide custodial services for the City of Fairbanks Permanent Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS ALASKA, as follows:

Section 1. That any two of the following named individuals shall be designated as authorized signatories for the Permanent Fund account:

David Pruhs	Mayor
Michael Sanders	Chief of Staff
Angela Foster-Snow	Human Resources Director
Paul J. Ewers	City Attorney
Clemens Clooten	Building Official

Section 2. That the Chief Financial Officer will file a copy of this Resolution in the business office of U.S. Bank National Association.

Section 3. That the effective date of this Resolution shall be the 13th day of February 2023.

David Pruhs, Mayor

AYES:
NAYS:
ABSENT
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

RESOLUTION NO. 5048

A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO PARTICIPATE IN THE ALASKA HIGH-INTENSITY DRUG TRAFFICKING AREAS (HIDTA) OVERTIME REIMBURSEMENT PROGRAM

WHEREAS, the Alaska HIDTA program, designated in May of 2018, aids federal, state, local, and tribal law enforcement agencies operating in areas determined to be critical drug-trafficking regions of the United States; and

WHEREAS, the Alaska HIDTA program will fund overtime reimbursements up to \$20,707 (2023 reimbursement limit) per officer assigned to an Alaska HIDTA Team; and

WHEREAS, the Fairbanks Police Department (FPD) participates in the Alaska HIDTA Team known as Fairbanks Areawide Narcotics Team (FANT); and

WHEREAS, the FPD officers assigned to the FANT Unit are eligible for overtime reimbursements for past and current overtime hours worked on HIDTA cases.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Mayor or his designee is authorized to execute any and all documents required for requesting funds on behalf of the City for the Alaska High-Intensity Drug Trafficking Areas Overtime Reimbursement Program.

PASSED and APPROVED this 13th Day of February 2023.

David Pruhs, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 5048

Abbreviated Title: Alaska HIDTA Overtime Reimbursement Program

Department(s): Police Department

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes _____ No X

2) additional support or maintenance costs? Yes _____ No X

If yes, what is the estimate? _____

3) additional positions beyond the current adopted budget? Yes _____ No X

If yes, how many positions? _____

If yes, type of positions? _____ (F - Full Time, P - Part Time, T - Temporary)

II. FINANCIAL DETAIL:

PROJECTS:	Equipment	Training	Personnel - OT	Total
FANT Unit Overtime Reimbursement (Per Officer)			\$20,707	\$20,707
			\$20,707	\$20,707

FUNDING SOURCE:	Equipment	Training	Personnel - OT	Total
Grant Funds (Federal Pass-Through from State)			\$20,707	\$20,707
TOTAL			\$20,707	\$20,707

To date, FPD has had two officers assigned to the FANT Unit at different time periods. Past and current OT hours can be applied for reimbursement. The OT limit is effective January 1 of each year, calculated by taking 25% of the Office of Personnel Management General Schedule, Grade 12, Step 1 annual rate.

Reviewed by Finance Department: Initial SF Date 1/31/2023

RESOLUTION NO. 5049

A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO APPLY FOR FUNDS THROUGH THE CONGESTION MITIGATION AND AIR QUALITY (CMAQ) AND CARBON REDUCTION PROGRAM (CRP)

WHEREAS, the City of Fairbanks wishes to have Fairbanks continue to be a desirable place for residents and visitors; and

WHEREAS, the air quality in the Alaska Interior is a continuing problem, especially in the winter months; and

WHEREAS, projects to help congestion and improve air quality in the Fairbanks and North Pole areas can be expensive; and

WHEREAS, there is federally funded money allocated through FAST Planning as part of the Congestion Mitigation & Air Quality (CMAQ) and Carbon Reduction Program (CRP) available to state and local governments for transportation projects and programs that help reduce congestion and improve the air quality in an effort to attain the EPA PM 2.5 allowable levels.

NOW, THEREFORE, BE IT RESOLVED by the Fairbanks City Council to support the grant applications through Fairbanks Area Surface Transportation (FAST Planning) to fund the following projects:

- Purchase Trackless MT7 Sidewalk Tractor with attachments to remove snow from sidewalks.
- Purchase a Boss Snowrator Mag with attachments to improve frequency of snow removal on sidewalks in the Downtown core and other areas throughout the city.
- Fairbanks City Parking garage enhancements.

PASSED and APPROVED this 13th Day of February 2023.

David Pruhs, Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul Ewers, City Attorney

**CITY OF FAIRBANKS
FISCAL NOTE**

I. REQUEST:

Ordinance or Resolution No: 5049

Abbreviated Title: Congestion Mitigation & Air Quality and Carbon Reduction Program

Department(s): Public Works

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes _____ No X

2) additional support or maintenance costs? Yes _____ No X

If yes, what is the estimate? _____

3) additional positions beyond the current adopted budget? Yes _____ No X

If yes, how many positions? _____

If yes, type of positions? _____ (F - Full Time, P - Part Time, T - Temporary)

II. FINANCIAL DETAIL:

PROJECTS:	Equipment	Training	Personnel - OT	Total
Trackless Sidewalk Tractor	\$210,000			\$210,000
Boss Snowrator Mag & Attachments	\$42,000			\$42,000
Parking Garage Enhancements	\$700,000			\$700,000
	\$952,000			\$952,000

FUNDING SOURCE:	Equipment	Training	Personnel - OT	Total
Grant Funds (State)	\$952,000			\$952,000
TOTAL	\$952,000			\$952,000

The operations and maintenance costs associated with this equipment will be performed by Public Works and incorporated in the annual general fund budget.

Reviewed by Finance Department: Initial SF Date 2/8/2023

ORDINANCE NO. 6234

**AN ORDINANCE AMENDING THE 2023 OPERATING
AND CAPITAL BUDGETS FOR THE FIRST TIME**

WHEREAS, this ordinance incorporates the changes outlined on the attached fiscal note to amend the 2023 operating and capital budget.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows [amendments shown in **bold** font; deleted text in ~~font~~]:

SECTION 1. There is hereby appropriated to the 2023 General Fund and Capital Fund budgets the following sources of revenue and expenditures in the amounts indicated to the departments named for the purpose of conducting the business of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2023 and ending December 31, 2023 (see pages 2 and 3):

GENERAL FUND

<u>REVENUE</u>	APPROVED COUNCIL APPROPRIATION	INCREASE (DECREASE)	PROPOSED COUNCIL APPROPRIATION
Taxes (all sources)	\$ 26,849,410	\$ -	\$ 26,849,410
Charges for Services	5,875,618	-	5,875,618
Intergovernmental Revenues	3,204,080	-	3,204,080
Licenses and Permits	2,006,050	-	2,006,050
Fines and Forfeitures	526,000	-	526,000
Interest and Penalties	365,000	-	365,000
Rental and Lease Income	148,618	-	148,618
Other Revenues	220,000	-	220,000
Other Financing Sources	5,084,496	(3,000,000)	2,084,496
Total revenue appropriation	<u>\$ 44,279,272</u>	<u>\$ (3,000,000)</u>	<u>\$ 41,279,272</u>
 <u>EXPENDITURES</u>			
Mayor Department	\$ 746,020	\$ 12,000	\$ 758,020
Legal Department	243,300	-	243,300
Office of the City Clerk	474,455	2,800	477,255
Finance Department	979,990	-	979,990
Information Technology	2,598,576	58,036	2,656,612
General Account	6,754,000	8,525	6,762,525
Police Department	8,212,585	17,781	8,230,366
Communications Center	3,409,960	336	3,410,296
Fire Department	8,625,018	22,736	8,647,754
Public Works Department	9,674,470	307,533	9,982,003
Engineering Department	954,350	-	954,350
Building Department	725,620	-	725,620
Total expenditure appropriation	<u>\$ 43,398,344</u>	<u>\$ 429,747</u>	<u>\$ 43,828,091</u>
2022 unassigned fund balance	\$ 17,221,024	\$ -	\$ 17,221,024
Prior year encumbrances	-	(229,747)	(229,747)
Transfers to other funds	-	(3,000,000)	(3,000,000)
Other changes to the budget	880,928	(200,000)	680,928
2022 estimated unassigned balance	<u>\$ 18,101,952</u>	<u>\$ (3,429,747)</u>	<u>\$ 14,672,205</u>

Minimum unassigned fund balance requirement is 20% of budgeted annual expenditures but not less than \$10,000,000.

\$ 8,765,618

CAPITAL FUND

<u>REVENUE</u>	APPROVED COUNCIL APPROPRIATION	INCREASE (DECREASE)	PROPOSED COUNCIL APPROPRIATION
Transfer from Permanent Fund	\$ 682,937	\$ -	\$ 682,937
Transfer from General Fund	-	3,000,000	3,000,000
Property Repair & Replacement	145,000	-	145,000
Public Works	250,000	-	250,000
Garbage Equipment Reserve	279,000	-	279,000
IT	65,000	-	65,000
Police	210,000	-	210,000
Communications Center	140,000	-	140,000
Fire	290,000	-	290,000
Building	10,000	-	10,000
Total revenue appropriation	<u>\$ 2,071,937</u>	<u>\$ 3,000,000</u>	<u>\$ 5,071,937</u>
 <u>EXPENDITURES</u>			
Property Repair & Replacement	\$ 629,000	\$ 821,721	\$ 1,450,721
Public Works Department	1,469,000	236,099	1,705,099
Garbage Equipment Reserve	-	593,659	593,659
IT Department	65,000	46,920	111,920
Police Department	216,698	368,146	584,844
Fire Department	190,000	919,611	1,109,611
Road Maintenance	1,397,974	57,195	1,455,169
Total expenditure appropriation	<u>\$ 3,967,672</u>	<u>\$ 3,043,351</u>	<u>\$ 7,011,023</u>
Estimated capital fund unassigned balance	\$ 4,930,077	\$ 2,922,520	\$ 7,852,597
Estimated capital fund assigned balance	9,926,951	(2,965,871)	6,961,080
2023 estimated fund balance	<u>\$ 14,857,028</u>	<u>\$ (43,351)</u>	<u>\$ 14,813,677</u>

SECTION 2. This ordinance also appropriates the use of emergency snow removal funds in the amount of \$250,000 as designated by the Mayor.

SECTION 3. All appropriations made by this ordinance lapse at the end of the fiscal year to the extent they have not been expended or contractually committed to the departments named for the purpose of conducting the business of said departments of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2023 and ending December 31, 2023.

SECTION 4. The effective date of this ordinance shall be the 27th day of February 2023.

David Pruhs, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

FISCAL NOTE
ORDINANCE NO. 6234
AMENDING THE 2023 OPERATING AND CAPITAL BUDGETS
FOR THE FIRST TIME

GENERAL FUND
\$3,000,000 Decrease in Revenue
\$429,747 Increase in Expenditures

Revenue

1. Tax Revenue
2. Charges for Services
3. Intergovernmental Revenues
4. License and Permits
5. Other Revenue
6. Other Financing Sources
 - (\$3,000,000) transfer to the capital fund

Expenditures

1. Mayor & Council
 - \$12,000 increase to salary and benefits for a temporary administration assistant for human resources document scanning project
2. City Attorney's Office
3. City Clerk's Office
 - \$2,800 increase for encumbrance carryforward
4. Finance Department
5. Information Technology
 - \$58,036 increase for encumbrance carryforward
6. General Account
 - \$8,525 increase for encumbrance carryforward
7. Police Department
 - \$17,781 increase for encumbrance carryforward

8. Communications Center

- \$336 increase for encumbrance carryforward

9. Fire Department

- \$13,136 increase for encumbrance carryforward
- \$9,600 increase to operating supplies for ultrasound equipment

10. Public Works

- \$129,133 increase for encumbrance carryforward
- \$178,400 increase to salaries and benefits (Ordinance 6233 AFLCIO)

11. Engineering

12. Building Department

CAPITAL FUND
\$3,000,000 Increase in Revenue
\$3,043,351 Increase in Expenditures

Revenue

1. Other Financing Sources
 - \$3,000,000 transfer from general fund to capital fund

Expenditures

1. Property Repair & Replacement
 - \$494,596 increase for encumbrance carryforward
 - \$249,645 increase for city hall steam replacement project (reappropriation)
 - \$9,314 increase for clay street cemetery project (reappropriation)
 - \$68,166 increase for police emergency generator project (reappropriation)
2. Public Works
 - \$236,099 increase for encumbrance carryforward
3. Garbage Equipment Reserve
 - \$593,659 increase for encumbrance carryforward
4. IT Department
 - \$46,920 increase for encumbrance carryforward
5. Police Department
 - \$368,146 increase for encumbrance carryforward
6. Communications Center
7. Fire Department
 - \$919,611 increase for encumbrance carryforward
8. Road Maintenance
 - \$57,195 increase for encumbrance carryforward

ORDINANCE NO. 6235

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE
CHAPTER 2, ARTICLE II, SECTION 2-118 WORK SESSIONS
AND COUNCIL COMMITTEES AND SECTION 2-118.1
COUNCIL FINANCE COMMITTEE**

WHEREAS, the Chief Financial Officer recommends changing the Finance Committee structure to be similar to that of the Permanent Fund Review Board; and

WHEREAS, the change in the Finance Committee structure will provide a detailed review of the City finances.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:

Section 1. FGC Sec. 2-118 and Sec. 2-118.1 is amended as follows [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font]:

~~Sec. 2-118 Work sessions and council committees.~~

(a) The city council may hold informal work sessions to discuss matters of interest to the city council, to receive informal reports, ~~and to discuss~~ **ordinances, resolutions, and other** matters to be considered at regular or special meetings, **and to work on the annual budget.** Minutes need not be kept at work sessions. Work sessions may be held jointly with city boards and commissions, and with other public bodies. Public notice of work sessions ~~and committee meetings~~ shall be given **by the city clerk,** and the public is entitled to attend work sessions ~~and committee meetings~~. Public testimony at work sessions ~~and committee meetings~~ is at the option of the majority of the council, ~~for work sessions or the option of the majority of council members attending a committee meeting.~~ Except for regularly held work sessions ~~and committee meetings~~, the place, time and subject of each work session shall be given to local news media prior to the session. ~~No **and no** final official action shall be taken at any work session or committee meeting, but the city council may hold a special meeting during or after a work session or committee meeting as provided in sections 2-116 and 2-117.~~

(b) The city clerk, in coordination with the CFO, shall prepare the meeting agendas and agenda packets. Any council member may add an item to the meeting agenda.

Sec. 2-118.1. Council finance committee.

(a) A city council finance committee is hereby established as a standing committee of the city council with the duties of considering all matters relating to the fiscal operation of the city. The finance committee shall make recommendations regarding fiscal matters to the full city council. Examples of topics to be reviewed include ~~budget requests~~, ordinances amending the budget estimate, applications for new grants, special projects, and the annual audit. ~~Other non-financial topics can be considered by the finance committee at special meetings.~~

(b) The finance committee shall meet at regular times and notice of each meeting will be provided by the city clerk ~~in compliance with section 2-118. The finance committee shall consist of the city mayor, all current members of the city council and two non-voting public members with experience in finance, accounting or management appointed by the city mayor for a three-year term subject to confirmation by the city council. The city chief financial officer (CFO) and chief of staff shall be ex-officio members of the committee. The mayor or designee will serve as chair of the committee.~~

(c) The finance committee shall consist of six members, including two members of the Fairbanks City Council, the Chief of Staff, the Chief Financial Officer, and two public members appointed by the mayor and confirmed by the city council. Each public member shall possess a background in finance, accounting, or management and shall serve a three-year term. The terms of public members shall be staggered ~~The finance committee shall establish rules of procedure for conduct of committee meetings. The CFO shall prepare the meeting agendas and agenda packets and, with the City Clerk, establish procedures necessary to ensure proper public notice of all meetings. Any committee member may add an item to the meeting agenda.~~

(d) The CFO chairs the Finance Committee and prepares the agenda. Any council or committee member may add an item to the meeting agenda.

Section 2. That the effective date of this Ordinance is the 1st day of April 2023.

David Pruhs, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

ORDINANCE NO. 6236

**AN ORDINANCE REVISING FAIRBANKS GENERAL CODE
CHAPTER 54, PROCUREMENT**

WHEREAS, Chapter 54 of the Fairbanks General Code addresses all aspects of city procurement; and

WHEREAS, this chapter of the code has not been revised in many years; and

WHEREAS, after review by the city staff, a number of revisions and updates are being proposed.

NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:

SECTION 1. FGC Chapter 54 is hereby amended as follows [new text in **bold/underlined** font; deleted text in ~~striketrough~~ font]:

**CHAPTER 54 - PROCUREMENT
ARTICLE I. IN GENERAL**

Sec. 54-1. Definitions.

~~The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

Administering authority means a person authorized to administer contracts for a department and make written determinations with respect to them.

Appropriate authority means those persons set forth in this chapter as having award authority or those persons designated as having administering authority.

Awarding authority means a person authorized to enter into and award a contract such as the purchasing agent, **mavor**, or the city council.

Change order means a written order, signed by the administering authority, directing the contractor to make changes that **are authorized by the contract**~~the changed clause of the contract authorizes the city to order~~ without the consent of the contractor.

Construction means the process of building, altering, repairing, maintaining, improving, or demolishing a public highway, structure, building, or other public improvement of any kind to real property, to include services and professional services relating to planning and design required for the construction.

Contract means all types of city agreements, regardless of what they may be called, for the procurement or disposal of supplies, equipment, services, professional services, or construction.

Contract modification means a written alteration ~~in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions~~ of a contract accomplished by mutual action of the parties to the contract.

Contractor means the prime contractor, ~~including~~ **and any** subcontractors, performing work **under a city contract** necessary to facilitate public construction.

Invitation ~~to~~ for bids (ITFB) means all documents, whether attached or incorporated by reference, used for soliciting bids.

Late bids means any bid received after the time and date set for the receipt of bids ~~is late~~. Any withdrawal or modification of a bid received after the time and date set for opening of bids ~~at the place designated for opening~~ **will be considered** is late.

Offerors or proposers means only those businesses submitting proposals that are acceptable or potentially acceptable. The term ~~does~~**shall** not apply to those businesses who submitted unacceptable proposals.

Professional services means professional, technical, or consultant's services that are predominantly intellectual in character, result in the production of a report or the completion of a task, and include analysis, evaluation, prediction, planning, or recommendation.

Purchasing means buying, procuring, renting, leasing, or otherwise acquiring supplies, services, or construction. It also includes functions that pertain to the obtaining of ~~any supplies~~, services, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contracts, and phases of contract administration.

Purchasing description means the words used in the solicitation to describe the supplies, services, or construction to be purchased, and includes specifications attached to or made a part of the solicitation.

Reasonable notice for purposes of notifying the city council of change orders is not later than the second regular meeting of the city council following the change.

Request for proposals (RFP) means all documents, whether attached or incorporated by reference, used for soliciting proposals.

Responsible bidder means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will ensure good faith performance.

Responsive bidders means a person who has submitted a bid which conforms in all material respects to the invitation to bid.

Retainage means moneys withheld from a contractor until completion of a contract or satisfaction of some other contingency as evidenced by approval of the applicable pay estimate.

Services means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports that are merely incidental to the required performance; it does not include employment agreements or collective bargaining agreements.

Specification means any description of the physical, functional, or performance characteristics, or of the nature of a supply, service, or construction item.

Supplies means all property of a department, including equipment, materials, and insurance; it includes privately owned real property leased for the use of a department, such as office space.

Sec. 54-2. Ethics.

(a) *Financial interest.* Any purchase order or contract within the purview of this chapter in which ~~the agent or any officer or employee of the city is financially interested, directly or indirectly, **is** shall be void; except that before the execution of a purchase order or contract, the city council **has** shall have the authority to waive compliance with this section when it finds such action to be in the best interests of the city; however, w~~Where an ~~agent, officer, or employee of the city has previously sold material, machines, or other goods to the city and the city council has waived compliance with this section, the agent, officer, or employee may sell to the city items of service, repair, or replacement parts without further waiver by the city council when upon a finding by the mayor that the service, repair, or replacement parts are considered proprietary items. The agent, officer, or employee shall, within one week, file written notice with the mayor of each such sale of service, repair, or replacement parts, which will then be reported to the city council in a public meeting.~~

(b) *Rebates prohibited.* Every officer and employee of the city is expressly prohibited from accepting, directly or indirectly, from any person to ~~whom~~which any such contract is or might be awarded, any rebate, gift, money, or anything of value ~~whatsoever~~, except ~~when~~where given for the use and benefit of the city or where accepted with the express consent of the city council.

(c) *Gratuity for influencing purchasing standards prohibited.* No person shall offer, give, or agree to give any employee or former employee, ~~and nor shall any employee or former employee shall~~ solicit, demand, accept, or agree to accept from another person a gratuity, kickback, or offer of employment in connection with any ~~aspect of the procurement process~~decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or purchasing standard, rendering of advice, investigation, auditing, or in any other advisory determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or any solicitation or proposal.

(d) *Employment of another to secure city contract.* No person ~~may~~shall be retained nor retain another person to solicit or secure a city contract upon an agreement of understanding for a commission, percentage, brokerage, or other contingent fee, except for retention by ~~bona fide~~

employees of bona fide, established commercial selling agencies for the purpose of securing business.

(e) *Payment of subcontractor to contractor prohibited.* No payment, gratuity, or offer of employment ~~may~~**shall** be made by or on behalf of a subcontractor under a contract to a prime contractor or higher tier subcontractor or any person associated with a contract as an inducement for award of a subcontract or order.

Sec. 54-3. Penalties.

(a) *Sanctions.*

(1) The mayor may impose ~~the following~~ sanctions on an employee for violations of this chapter **up to and including termination.**

a. ~~Oral or written reprimand;~~

b. ~~Suspension;~~

c. ~~Termination.~~

(2) The mayor may impose ~~the following~~ sanctions on a nonemployee for violations of this chapter, **including written warnings or reprimands, termination of contracts, or debarment, suspension, or disqualification from receiving any city business for a stated period.**

a. ~~Written warnings or reprimands;~~

b. ~~Termination of contracts;~~

c. ~~Debarment, suspension, or disqualification from receiving any city business for a stated period of time.~~

(b) *Assessment.*

(1) The value of anything transferred or received **by any person** per section 54-2 in **violation** breach of **the provisions of Sec. 54-2** this chapter by an employee or nonemployee may be recovered from **that person** either.

(2) Upon showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order, it will be conclusively presumed that the amount **of the kickback** was included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from the recipient. The amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party ~~does~~**shall** not preclude recovery from other offending parties.

(3) A person who contracts for or purchases supplies, equipment, services, professional services, or construction in a manner the person knows to be contrary to the requirements of this chapter is liable for all costs and damages to the city arising out of the violation.

- (4) Any person violating ~~any of the provisions of~~ section 54-2(b), (c), (d), or (e)~~this chapter~~ is shall be deemed guilty of a misdemeanor, and upon conviction shall be fined in an amount not exceeding \$1,000.00 or be imprisoned for a period not exceeding one year or be both so fined and imprisoned. Each day such violation is committed or permitted to continue ~~shall~~ constitutes a separate offense and shall be punishable as such under this section.

Secs. 54-4—54-35. Reserved.

ARTICLE II. ADMINISTRATION

Sec. 54-36. Purchasing authority.

(a) Purchasing authority is derived from the City Charter and this Code.

(b) Centralized purchasing is provided by the purchasing division~~department~~ under the direction of the purchasing agent.

Sec. 54-37. Duties of purchasing agent.

Except as otherwise specifically provided, the purchasing agent shall:

- (1) Purchase or supervise the purchasing of all supplies, services, equipment, and materials needed by a department.
- (2) Sell, trade, transfer between departments, or otherwise dispose of surplus, obsolete or scrap supplies, equipment, or material, and make proper adjustments in the accounts of such departments~~agencies concerned~~.
- (3) Prescribe the time, manner, authentication, and form for ~~of~~ making requisitions for purchasing.
- (4) Prescribe standard forms for~~pertaining to~~ solicitations and contracts.
- (5) Provide for other matters that may be necessary to carry out the provisions of this chapter.

Sec. 54-38. Encumbrance of funds.

Except in cases of emergency declared by the mayor, the city shall not enter into any contract or change order until the ~~director of finance~~ chief financial officer has~~shall have~~ verified that there is a sufficient unencumbered account balance to cover the contract or order.

Sec. 54-39. Contract award authority.

(a) The purchasing agent may award contracts funded with identifiable appropriations made by the city council when the amount is \$50,000.00 or less, provided ~~that~~ the purchasing agent notifies the city council ~~in a timely manner of awards which exceed \$25,000 and provide that~~ when competitive bidding is not deemed to be possible ~~the purchasing agent shall notify the city council~~

and recite the reasons and findings. The purchasing agent may award the sale, trade, or disposal of all personal property which has become surplus, obsolete, or unusable.

(b) The mayor may award contracts funded with identifiable appropriations made by the city council when the contract amount is \$250,000.00 or less.

(c) The city council may award all other contracts, ~~provided that~~ **W**hen competitive bidding is not deemed to be possible, the city council shall, in the resolution for award, recite the reasons ~~why~~ **and findings**.

Sec. 54-40. Formal written contracts.

All contracts awarded under the provisions of this chapter which exceed \$~~50~~**25**,000.00, **or which are required by law to be in writing, must** ~~shall~~ be memorialized in a formal, written contract, unless otherwise provided in this chapter.

Sec. 54-41. General policy.

(a) Except as otherwise provided in this chapter, or unless specifically exempted by law, contracts **must** ~~shall~~ be awarded by competitive sealed bidding.

(b) Competitive sealed bidding is not required:

(1) When the purchasing agent determines in writing that **it would be advantageous to the city to purchase** medical supplies, or other special materials ~~for use by any department may be purchased otherwise to the best advantage of the city~~ **in another manner**;

(2) When rates are fixed by law or ordinance;

(3) For the purchase of services provided by an established employment program;

(4) For professional or unique services;

(5) For concessions operated on city property;

(6) For the purchase of supplies, equipment, or services available under other governmental or municipal contracts as provided in section 54-242;

(7) For sole source procurement as described in section 54-241; ~~or~~

(8) When ~~it can be demonstrated in writing and reasons cited that~~ competition does not exist; **or**

(9) For informal purchasing under section 54-247.

(c) The following items are unique, ~~internal and over which~~ **and** the purchasing ~~division~~ **department** has no meaningful influence or control **over them**. They **do not require a formal procurement process and** can be processed by internal mechanisms coordinated by the

~~director of finance~~**chief financial officer**without the necessity of purchase orders issued by the purchasing department:

- (1) Newspaper ads, both legals and advertisements;
- (2) Medical expenses, such as physical exams **and drug testing**;
- (3) Travel expenses, to include transportation, room and board, advances, and personal expenses;
- (4) Subscriptions;
- (5) Utility bills, to include phone traces;
- (6) ~~Hotel/motel~~**Room rental** appropriations or similar appropriations;
- (7) Contributions to charities;
- (8) Dues to approved organizations;
- (9) Overdue invoices for payment;
- (10) ~~Department of public safety~~**Police Department** investigative funds; and
- (11) ~~City right of way~~**Imprest** funds.

Sec. 54-42. List of contractors.

(a) The purchasing agent shall establish and maintain lists of persons who desire to provide supplies, services, professional services, or construction services to the city.

(b) A person who desires to be on a bidder's list shall submit to the purchasing agent evidence of a valid state **and city** business license. ~~A fee may be established by regulation in an amount reasonably calculated to pay the cost of administering this section.~~ A construction contractor shall also submit a valid certificate of registration issued under AS 08.18. The purchasing agent may require submission of additional information.

(c) The list may be used by the purchasing agent when issuing invitations to bid or requests for proposals.

Sec. 54-43. Specifications.

(a) The purchasing agent shall adopt policies governing the preparation, revision, and content of specifications for supplies, services, professional services, and construction required by a department. The purchasing agent shall monitor the use of these specifications.

(b) The purchasing agent may obtain expert advice and assistance from department personnel in the development of specifications. Specifications must promote overall economy for the purposes intended and encourage competition in satisfying the city's needs, and may not be unduly restrictive. The requirements of this subsection regarding the purposes and nonrestrictiveness of specifications apply to all specifications, including those prepared by architects, engineers, designers, and other professionals.

~~(c) In this section, "specification" means a description of the physical or functional characteristics, or of the nature of a supply, service, professional service, or construction project; it may include requirements for licensing, inspecting, testing, and delivery.~~

Sec. 54-44. Retention of purchasing records.

Purchasing records ~~must~~ shall be retained and disposed of in accordance with records retention guidelines and schedules approved by the city council mayor. ~~Retained documents shall be made available to the city attorney or his designee upon request and proper receipt.~~

Sec. 54-45. Records of purchasing transactions.

A contract file, open for public inspection and containing all essential documents, ~~must~~ shall be kept by the purchasing department division and, where applicable, the administering authority. The file kept by the administering authority must contain:

- (1) A copy of the contract;
- (2) The register of proposals prepared and a copy of each proposal submitted; and
- (3) The written determination to award the contract prepared under section 54-168.

Sec. 54-46. Federal assistance.

If a purchase involves the expenditure of federal funds or federal assistance and there is a conflict between a provision of this chapter and a federal statute, regulation, policy, or requirement, the federal statute, regulation, policy, or requirement shall prevail.

Sec. 54-47. Supplementary general principles of law applicable.

Unless displaced by the particular provisions of this chapter, the principles of law and equity, including the Uniform Commercial Code, and law relative to capacity to contract, agency, fraud, misrepresentation, duress, coercion, mistake, or bankruptcy shall supplement the provisions of this chapter.

Sec. 54-48. Requirement of good faith.

All parties involved in the negotiation, performance, or administration of city contracts shall act in good faith.

Sec. 54-49. Reporting of anticompetitive practices.

When for any reason collusion or other anticompetitive practices are suspected among bidders or offerors, a notice of the relevant facts ~~must~~shall be transmitted to the city attorney by the person who suspects the collusion or other anticompetitive practices.

Sec. 54-50. Purchasing rules and policies.

(a) The mayor shall establish all rules and policies necessary to the implementation of this chapter.

(b) Rules and policies ~~shall~~ pertain but are not limited to:

- (1) Suspension, debarment, and reinstatement of prospective bidders and contractors.
- (2) Bid protests.
- (3) Conditions and procedures for the purchase of items for resale.
- (4) Conditions and procedures for the use of source selection methods, including sole-source purchasing, emergency purchasing, and ~~informal~~small purchasing.
- (5) The opening or rejecting of bids and offers and waiver of informalities in bids and bid offers.
- (6) Confidentiality of technical data and trade secrets submitted by actual or prospective bidders or offerors.
- (7) Partial, progressive, and multiple awards.
- (8) Transfer, sale, or other disposal of supplies, equipment, and material.
- (9) Purchase of supplies, equipment, and materials by an employee ~~of the using or disposing agency.~~
- (10) Definitions and classes of contractual services and procedures for acquiring them.
- (11) ~~Providing for e~~Conducting price analysis.
- (12) Use of payment and performance bonds in connection with contracts for supplies, equipment, and services.
- (13) Guidelines for use of cost principles, negotiations, adjustments, and settlements.
- (14) A bidder's or offeror's duties under sections 54-161~~5~~ and ~~section~~-54-202.

(15) The elimination and prevention of discrimination on the basis of a protected class under federal or state law in city contracting ~~because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, handicap or political affiliation.~~

Secs. 54-51—54-80. Reserved.

ARTICLE III. CONTRACTS ADMINISTRATION

DIVISION 1. GENERALLY

Secs. 54-81—54-100. Reserved.

DIVISION 2. CONSTRUCTION CONTRACTS

Sec. 54-101. Administering authority.

(a) The city engineer or the public works director, as determined by the mayor, shall be the administering authority for construction contracts ~~not determined by the mayor to be administered by the director of public works.~~

(b) All construction contracts will~~shall~~ be administered in accordance with the provisions of this division.

Sec. 54-102. Change orders.

(a) *Proposal required.* Any change required in the work will~~shall~~ be made only after receiving a written proposal from the contractor for changes~~additions to or deductions from~~ the original contract sum for the proposed ~~changes~~~~proposed~~.

(b) *Change orders by administration.* Upon receipt of a proposal for a change in the contract sum and after a determination that the contractor's proposal is reasonable, the administering authority may issue a written change order. The aggregate sum of the change orders authorized under this subsection for each such construction contract will be as follows:

- (1) If the total project cost is \$1 million or less, then \$25,000.00 or 25% of the total project cost, whichever is greater;
- (2) If the total project cost is greater than \$1 million, then \$250,000.00 or 10% of the total project cost, whichever is greater.

Any change order issued under this subsection which exceeds \$250,000.00 must~~shall~~ be reasonably noticed to the city council by the administering authority.

(c) *Change orders by city council.* When a proposed change order exceeds the limits set forth in subsection (b) ~~of this section~~, the proposal, together with recommendations of the mayor,

~~must~~ shall be forwarded to the city council. The city council ~~shall then~~ **may either accept or reject the proposal** determine whether the proposal shall be accepted or rejected.

Sec. 54-103. Changed condition provision.

(a) ~~There is established a~~ **A** contingency fund **is established** for each construction contract project in the sum of \$50,000.00 or ten percent of the original contract amount, whichever is smaller, to be administered by the mayor. Whenever a change in the work is required immediately due to and upon the discovery of unforeseen conditions, the administering authority, with the approval of the mayor, shall direct such change in the work be made when the cost of the change does not exceed the amount of the established fund.

(b) In those instances where the mayor approves the immediate change in the work within the monetary limitation established in this division, the administering authority shall make a full report of the circumstances and the related cost to the city council no later than the second regular city council meeting following the change. If the city council concurs with the action, the fund will be restored by the amount of the expenditure. If the city council fails to concur with the action, the amount remaining in the fund, if any, ~~will~~ shall be reduced by the amount of the expenditure not so concurred by the city council. This procedure ~~will~~ shall be continued during the particular construction project, as may be required, until the amount of the contingency fund for each project is fully expended or the construction project is completed, whichever ~~should first~~ occurs **first**. The immediate nature of such changes ~~will~~ shall be determined by the mayor, subject to the review and final determination by the city council.

Sec. 54-104. Partial payments.

No partial payment for work completed ~~may~~ shall be made to a contractor without approval by the administering authority of the quantities and values submitted by the contractor.

Sec. 54-105. Public construction contract payments.

(a) The city shall initiate procedures to pay the contractor under a public construction or public work contract within ~~30~~ **45** days after the contractor submits to the city a bill for materials provided or services performed and a sworn statement that all employees employed on the project by the contractor and all subcontractors have been paid **under the terms of the contract and in compliance with applicable law** ~~not less than the established prevailing rate of pay as determined and published by the state department of labor.~~

(b) If the city fails to make a payment due the contractor under this section within 30 days after receiving a contractor's billing, the city shall pay interest to the contractor under AS 45.45.010(a) on the amount due.

(c) The city shall pay interest at the rate provided for in AS 45.45.010(a) on retainage on a contract for public works or public construction. Interest on retainage accrues from the date of approval of a pay estimate until the date of payment to the contractor.

~~–(d) If the city has received a state grant for a public construction or public works project, the city may use money from the state grant to pay the interest on retainage under contracts for the project as required by subsection (c) of this section.–~~

Secs. 54-106—54-125. Reserved.

DIVISION 3. OTHER CONTRACTS

Sec. 54-126. Administration.

All contracts other than those described in division 2 of this article are administered by the purchasing agent in accordance with the provisions in this division.

Sec. 54-127. Initiation of increases.

(a) Change orders to increase the amount of an order or contract are initiated by the administering authority and sent to the purchasing ~~division~~department for change order preparation following compliance with section 54-38.

(b) Change orders to decrease the amount of an order or contract or to change any other term or condition may be initiated by the administering authority and sent to the purchasing ~~division~~department for change order preparation after approval from the department head.

Secs. 54-128—54-160. Reserved.

ARTICLE IV. COMPETITIVE BIDDING

Sec. 54-161. Invitation ~~to~~for bid (ITFB).

(a) When competitive sealed bidding is used, the purchasing agent shall issue an invitation ~~to~~for bid. It must include a time, place, and date by which the bid must be received, purchase description, and a description of all essential contractual terms and conditions applicable to the purchase.

(b) When responding to the invitation ~~to~~for bid, the bidder shall supply evidence of the bidder's valid state business license. A bidder for a construction contract shall also submit evidence of the bidder's registration under AS 08.18.

Sec. 54-162. Subcontractors.

(a) Within seven working days after the identification of the apparent low bidder, the apparent low bidder shall submit a list of the subcontractors the bidder proposes to use in the performance of the contract. The list must include the name and location of the place of business for each subcontractor and evidence of the subcontractor's valid state and city business licenses. A bidder for a construction contract shall also submit evidence of each subcontractor's registration under AS 08.18.

(b) A bidder may replace a listed subcontractor if the subcontractor:

- (1) Fails to comply with AS 08.18;
- (2) Files for bankruptcy or becomes insolvent;
- (3) Fails to execute a contract with the bidder involving performance of the work for which the subcontractor was listed, and the bidder acted in good faith;
- (4) Fails to obtain bonding;
- (5) Fails to obtain insurance acceptable to the city;
- (6) Fails to perform the contract with the bidder involving work for which the subcontractor was listed;
- (7) Must be substituted in order for the prime contractor to satisfy required state and federal affirmative action requirements;
- (8) Refuses to agree or abide with the bidder's labor agreement; or
- (9) Is determined by the purchasing agent not to be a responsible subcontractor bidder.

(c) If a bidder fails to list a subcontractor or lists more than one subcontractor for the same portion of work and the value of that work is in excess of one-half of one percent of the total bid, the bidder ~~will~~ shall be considered to have agreed to perform that portion of the work without the use of a subcontractor and to have represented the bidder to be qualified to perform that work.

(d) A bidder violates ~~who attempts to circumvent the requirements of this section by listing as a subcontractor another contractor who, in turn, sublets the majority of the work required under the contract, violates this section.~~

(e) If a contract is awarded to a bidder who violated this section, the awarding authority may:

- (1) Cancel the contract; or
- (2) After notice and a hearing by the purchasing agent, assess a penalty on the bidder in an amount that does not exceed ten percent of the value of the subcontract at issue.

Sec. 54-163. Bid security.

(a) Bid security ~~is~~ shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the purchasing agent to exceed an amount set forth in this section. When the price is estimated to be less than the amount set forth in this section, bid security may be required when the circumstances warrant, in an amount not to exceed ten percent of the amount of the bid. Bid security may be required for competitive sealed bidding for contracts for supplies, services, or professional services in accordance with the rules and policies of the purchasing agent when needed for the protection of the city.

(b) Bid security must be a bond provided by a surety company authorized to do business in the state or otherwise supplied in a form satisfactory to the purchasing agent. Bid security must be in an amount equal to at least:

- (1) Ten percent of the amount of the bid if the bid does not exceed \$100,000.00; or
- (2) Ten percent of the first \$100,000.00 and five percent of the amount of the bid over \$100,000.00 if the bid exceeds \$100,000.00 up to a maximum of \$200,000.00 in security.

(c) When the invitation ~~to~~for bid requires security, the purchasing agent shall reject a bid that does not substantially comply with the bid security requirement.

Sec. 54-164. Public notice of invitation ~~to~~for bid.

The purchasing agent shall give adequate public notice of the invitation ~~to~~for bid at least 21 days before the date for the opening of bids. If a determination is made in writing that a shorter notice period is necessary for a particular bid, the 21-day period may be shortened. The determination ~~will~~shall be made by the purchasing agent for an ~~IT~~FB for supplies, services, professional services, or equipment. The determination ~~will~~shall be made by the city engineer or the public works director ~~of public works~~, as appropriate, for ~~IT~~FB's for construction. The time and manner of notice must be in accordance with policies adopted by the purchasing agent. Notice shall include:

- (1) Publication in a manner ~~newspapers~~ calculated to reach prospective bidders;
- ~~(2) Notices posted in public places; and~~
- ~~(2)~~3 Notices distributed ~~mailed~~ to selected active prospective vendors or contractors on the appropriate list maintained under section 54-42; and may include notices posted with Alaska General Contractors or plan bureaus.

Sec. 54-165. Bid opening.

(a) The purchasing agent shall open bids at the time and place designated in the invitation ~~to~~for bid. All bid openings are open to the public. The amount of each bid and other essential information required by this article, together with the name of each bidder, ~~must~~shall be recorded.

(b) The information recorded under subsection (a) ~~of this section~~ is open to public inspection as soon as practicable following the bid opening. To the extent the bidder designates and the purchasing agent concurs, trade secrets and other proprietary data contained in a bid document are confidential.

Sec. 54-166. Bid consideration and evaluation.

(a) Bids ~~will~~shall be ~~unconditionally~~ considered without alteration or correction, except as authorized in section 54-167. The purchasing agent shall evaluate bids based on the minimum

requirements set out in the invitation ~~to~~for bid. **The city engineer or public works director shall evaluate bids based on the bid criteria** which may include criteria to determine acceptability, such as inspection, testing, quality, delivery, and suitability for a particular purpose. The criteria that will affect the bid price and which are to be considered in evaluation for award must be objectively measurable, such as discounts, transportation cost, and total or life cycle costs. The invitation ~~to~~for bid must set out the evaluation criteria to be used. Criteria may not be used in bid evaluation if they are not set out in the invitation ~~to~~for bid.

(b) A contract based on total or life cycle costs may be awarded only when the purchasing agent or, for construction contracts, the city engineer or the **public works** director ~~of public works~~, as appropriate, determines in writing at the time of bid solicitation that the contract will promote overall economy for the purposes intended, encourages competition, is not unduly restrictive, and is in the best interests of the city.

Sec. 54-167. Late bids; withdrawal; cancellation.

(a) Bids received after the bid date and time indicated on the invitation to bid may not be considered unless the delay was due to an error ~~by~~of the city.

(b) Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on bid mistakes may be permitted in accordance with policies adopted by the purchasing agent. After **the** bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the city or fair competition may not be permitted. A decision to permit the correction or withdrawal of a bid, or to cancel an award or contract based on bid mistake, **must** ~~shall~~ be supported by a written determination made by the purchasing agent. If a bidder is permitted to withdraw a bid before award, an action may not be maintained against the bidder or the bid security.

Sec. 54-168. Contract award; local preference.

(a) Except as provided otherwise in this section, a contract may be awarded based on the solicited bids with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set out in the invitation ~~to~~for bid.

(b) In determining responsibility, the awarding authority may consider:

- (1) The ability, capacity, and skill of the bidder to perform the contract;
- (2) The bidder's ability to perform the contract within the time specified, without delay or interference;
- (3) The character, integrity, reputation, experience, and efficiency of the bidder;
- (4) The quality of performance of previous contracts;

- (5) The past and existing ability by the bidder to comply with laws and ordinances relevant to the contract;
- (6) The sufficiency of the financial resources and ability of the bidder to perform the contract; and
- (7) The number and scope of conditions attached to the bid.

(c) If applicable, the awarding authority may award a contract based on solicited bids to the lowest responsive and responsible bidder only after a local bidder's preference has been applied. In this subsection, "local bidder" means a person who:

- (1) Is a regular dealer who owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and sold to the public in the usual course of business;
- (2) Holds a current state **and city** business license;
- (3) Submits a bid for goods, services, or construction under the name as appearing on the person's current state business license;
- (4) Has maintained a place of business within the borough, staffed by the bidder or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- (5) Is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the borough, or is a partnership, and the majority of the partners are residents of the borough; and
- (6) If a joint venture, is composed entirely of ventures that qualify under subsection (c)(1)—(4) ~~of this subsection.~~

(d) A local bidder who qualifies as a responsible and responsive bidder ~~will~~**shall** be granted a local preference in excess of the lowest bid received in the amount of:

- (1) The lesser of five percent or \$50,000.00 for a construction contract.
- (2) The lesser of five percent or \$5,000.00 for any other contract.

(e) If a tie results under subsection (d) ~~of this section~~, the local bidder will be awarded the bid. If a tie results between local bidders, the award will be determined by a public coin toss conducted by the appropriate authority.

(f) The provisions of subsection (d) ~~of this section~~ are not applicable to any contract funded by a federal or state grant which expressly prohibits a local preference in awarding contracts.

(g) An award to **a bidder** other than the low bidder may be made as follows:

- (1) If the low bidder is more than 30 days past due on a contract delivery or completion, without a written extension of time having been granted by the purchasing agent, the bidder is ineligible for the award of any other city contract or order until the bidder completes the existing order or contract. The awarding authority may waive compliance with this requirement when it is determined to be in the best interests of the city.
- (2) When the award is not given to the lowest bidder for any reason, a full and complete statement citing the reasons ~~must~~ shall be prepared by the awarding authority and filed with the other papers relating to the transactions.

Sec. 54-169. Performance and payment bonds.

(a) Before a contract exceeding \$100,000.00 for the construction, alteration, or repair of a public building or public work is awarded to a general or specialty contractor, the contractor shall furnish the following bonds, which become binding upon the award of the contract to that contractor:

- (1) A performance bond with a corporate surety qualified to do business in the state; the amount of the performance bond ~~must~~ shall be equivalent to the amount of the payment bond;
- (2) A payment bond with a corporate surety qualified to do business in the state; when the total amount payable by the terms of the contract is not more than \$1,000,000.00, the payment bond ~~must~~ shall be in a sum of half the total amount payable by the terms of the contract; when the total amount payable by the terms of the contract is more than \$1,000,000.00 and not more than \$5,000,000.00, the payment ~~bond~~ bid ~~must~~ shall be in the sum of 40 percent of the total amount payable by the terms of the contract; when the total amount payable by the terms of the contract is more than \$5,000,000.00, the payment bond ~~must~~ shall be in the sum of \$2,500,000.00.

(b) This section does not limit the city's authority to require a performance bond or other security in addition to those specified in subsection (a) ~~cases~~ or in cases other than the cases specified in subsection (a) ~~of this section~~.

(c) When no payment bond has been furnished, the administering authority may not approve final payments to the contractor until the contractor files a written certification that all persons who supplied labor or material in the execution ~~prosecution~~ of the work provided for in the contract have been paid.

(d) The city may exempt contractors from compliance with subsection (a) of this section if the estimated cost of the project does not exceed \$100,000.00, and:

- (1) The contractor is, and for two years immediately preceding the award of the contract has been, a licensed contractor having its principal office in the borough; and

- (2) The contractor certifies that it has not defaulted on a contract awarded to the contractor during the period of three years preceding the award of a contract for which a bid is submitted;
- ~~(3) The contractor submits a financial statement, prepared within a period of nine months preceding the submission of a bid for the contract and certified by a public accountant or a certified public accountant licensed under AS 08.04, demonstrating that the contractor has a net worth of not less than 20 percent of the amount of the contract for which a bid is submitted; and~~
- ~~(4) The total amount of all contracts that the contractor anticipates performing during the term of performance of the contract for which a bid is submitted does not exceed the net worth of the contractor reported in the certified financial statement prepared and submitted under subsection (d)(3) of this section by more than seven times.~~

Sec. 54-170. Multistep sealed bidding.

When it is considered impractical to initially prepare a definitive purchase description to support an award based on price, the purchasing agent may issue an invitation ~~to for~~ bid requesting the submission of unpriced technical offers to be followed by an invitation to bid limited to the bidders whose offers are determined to be technically qualified under the criteria set out in the first solicitation.

Secs. 54-171—54-200. Reserved.

ARTICLE V. COMPETITIVE SEALED PROPOSALS

Sec. 54-201. Conditions for use.

(a) A contract not awarded by competitive sealed bidding ~~will~~shall be awarded by competitive sealed proposals, unless otherwise provided for in this chapter.

(b) The purchasing agent may determine in writing that it is either impracticable or disadvantageous for the city to procure specified types of supplies, services, or construction by competitive sealed bidding that would otherwise be procured by that method. When the purchasing agent, or for construction the city engineer or the public works director ~~of public works, as appropriate,~~ determines in writing that the use of competitive sealed bidding is either impracticable or disadvantageous to the city, a contract may be entered into by competitive sealed proposals in accordance with this chapter. When it is determined that it is practicable but not advantageous to use competitive sealed bidding, the purchasing agent or city engineer or the public works director ~~of public works, as appropriate,~~ shall specify with particularity the basis for the determination.

(c) When the city engineer or the public works director ~~of public works, as appropriate,~~ determines that it is advantageous to the city, the purchasing agent may issue a request for proposals requesting the submission of offers to provide construction in accordance with a design

provided by the offeror. The request for proposals ~~must~~ require that each proposal contain a single price that includes the design build.

Sec. 54-202. Request for proposals (RFP).

(a) A request for competitive sealed proposals must contain the date, time, and place for delivering proposals; a specific description of the supplies, construction, services, or professional services to be provided under the contract; and the terms under which the supplies, construction, service, or professional services are to be provided. The request ~~must~~ require the offeror to submit evidence of the offeror's valid state business license and, no later than seven working days after identifying which proposal is most advantageous to the city, to list subcontractors the offeror proposes to use in the performance of the contract. The list ~~must~~ include the name and location of the place of business for each subcontractor and evidence of the subcontractor's valid state business license. An offeror for a construction contract ~~must~~ also submit evidence of the offeror's registration under AS 08.18 and evidence of registration for each listed subcontractor.

(b) A request for proposals must contain the essential information necessary for an offeror to submit a proposal or contain references to any information that cannot reasonably be included with the request. The request must provide a description of the factors that will be considered when evaluating the proposals received, including the relative importance of price and other evaluation factors.

(c) Notice of request for proposals ~~must~~ be given in accordance with procedures under section 54-164. The purchasing agent may use additional means considered appropriate to notify prospective offerors of the intent to enter into a contract through competitive sealed proposals.

(d) The provisions of section 54-162 apply to competitive sealed proposals for construction.

Sec. 54-203. Treatment of proposals.

The purchasing agent shall open proposals so as to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals containing the name and address of each offeror ~~must~~ be prepared in accordance with policies adopted by the purchasing agent. The register and the proposals, except as otherwise noted in this section, are open for public inspection after the award is issued. To the extent that the offeror designates and the purchasing agent concurs, trade secrets and other proprietary data contained in the proposal documents ~~will~~ be confidential.

Sec. 54-204. Discussion with responsible offerors and revisions to proposals.

As provided in the request for proposals, and under policies adopted by the purchasing agent, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors reasonably susceptible of being selected for award ~~must~~ be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after

submissions and before the award of the contract for the purpose of obtaining best and final offers. In conducting discussions, the city's authorized participants shall not disclose information derived from proposals submitted by competing offerors.

Sec. 54-205. Award of contract.

(a) A contract may be awarded under competitive sealed proposals to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the city, taking into consideration price and the evaluation factors set out in the request for proposals. Other factors and criteria may not be used in the evaluation. The contract file must contain the basis on which the award is made.

(b) In determining whether a proposal is advantageous to the city, consideration ~~will~~shall include the offeror's qualifications under section 54-168.

Sec. 54-206. Contract execution.

A contract awarded under competitive sealed proposals must contain:

- (1) The amount of the contract stated on its first page;
- (2) The date for the supplies to be delivered or the date for construction, services, or professional services to begin and be completed;
- (3) A description of the supplies, construction, services, or professional services to be provided;
- (4) Applicable terms and conditions or incorporating references to such terms and conditions;
and
- (5) Signatures of the successful contractor and necessary authority and dates of signatures.

Sec. 54-207. Architectural, engineering and land surveying contracts.

(a) Notwithstanding other provisions of this chapter, the city engineer or the public works director of public works, when the public works director of public works is designated to do so by the mayor, shall negotiate a contract with the most qualified and suitable person of demonstrated competence for architectural, engineering, or land surveying services. The appropriate authority shall award a contract for those services at fair and reasonable compensation as determined in writing by the city engineer or the public works director of public works, as appropriate, after consideration of the estimated value of the services to be rendered, and the scope, complexity, and professional nature of the services. ~~When determining the most qualified and suitable person, the city engineer or the director of public works, as appropriate, shall consider among other things:-~~

- ~~(1) Proximity of the project site to the office of the person; and~~
- ~~(2) Employment practices of the person with regard to women and minorities.~~

(b) If negotiations with the most qualified and suitable firm or person under subsection (a) of this section are not successful, the city engineer or the public works director ~~of public works, as appropriate,~~ shall negotiate a contract with other qualified firms or persons of demonstrated competence, in order of public ranking. The city engineer or the public works director ~~of public works, as appropriate,~~ may reject all or part of a proposal.

(c) This section does not apply to contracts awarded in a situation of public necessity if the appropriate authority certified in writing that a situation of public necessity exists.

(d) Notwithstanding the other provisions of this section, the city engineer or the public works director ~~of public works, as appropriate,~~ may include price as an added factor in selecting architectural, engineering and land surveying services when, in the judgment of the city engineer or the public works director ~~of public works, as appropriate,~~ the services required are repetitious in nature, and the scope, nature and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable persons making proposals to compete with a clear understanding and interpretation of the services required.

(e) This section does not apply to a contract that incorporates both design services and construction.

Sec. 54-208. Professional registration requirements.

No contract for architectural, engineering, or land surveying services may be awarded to:

- (1) An individual who is not registered under AS 08.48 to perform the architectural, engineering, or land surveying services required by the contract;
- (2) A partnership that is not qualified under AS 08.48.251 to provide the architectural, engineering, or land surveying services required by the contract; or
- (3) A corporation that is not authorized under AS 08.48.241 to offer the architectural, engineering, or land surveying services required by the contract.

Secs. 54-209—54-240. Reserved.

ARTICLE VI. OTHER PURCHASING METHODS

Sec. 54-241. Sole-source purchasing.

(a) A contract may be awarded for supplies, services, professional services, or construction without competitive sealed bidding, competitive sealed proposals, or other competition in accordance with this article. A contract may be awarded under this section only when the purchasing agent determines in writing that there is only one source for the required purchasing or construction. A sole-source purchase may not be made if a reasonable alternative source exists. The written determination must include findings which support the determination that only one

source exists. The authority to make the determination and findings required by this subsection may not be delegated.

(b) The using department shall submit written evidence to support a sole-source determination. The purchasing agent may also require the submission of cost or pricing data in connection with an award under this section.

(c) The purchasing agent shall negotiate with the single supplier, to the extent practicable, to obtain the most advantageous contract to the city.

Sec. 54-242. Cooperative purchasing authorized.

The purchasing agent may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of supplies, services, professional services, or construction with one or more public purchasing units or external purchasing activities in accordance with an agreement entered into between the participants. Cooperative purchasing may include joint or multiparty contracts between public purchasing units and open-ended state public purchasing units contracts that are made available to local public purchasing units.

Sec. 54-243. Joint use of facilities.

The purchasing agent may enter into agreements for the common use or lease of warehousing facilities, capital equipment, and other facilities with another public purchasing unit or an external purchasing activity under the terms agreed upon between the parties.

Sec. 54-244. Supply of information, technical services.

(a) The informational, technical, and other services of the purchasing agent may be made available to another public purchasing unit or external purchasing activity. The requesting public purchasing unit or external purchasing activity shall pay for the expenses of the services so provided, in accordance with an agreement between the parties.

(b) Upon request, the purchasing agent may make available to public purchasing units or external purchasing activities the following services, among others:

- (1) Standard forms;
- (2) Printed manuals;
- (3) Product specifications and standards;
- (4) Quality assurance testing services and methods;
- (5) Qualified products lists;
- (6) Source information;

- (7) Common use commodities listings;
- (8) Supplier performance ratings;
- (9) Lists of persons debarred or suspended from consideration for award of city contracts;
- (10) Forms for invitations ~~to~~for bids, requests for proposals, instructions to bidders, general contract provisions, and other contract forms; and
- (11) Contracts or published summaries of them, including price and time of delivery information.

(c) The purchasing agent may provide the following technical services among others:

- (1) Development of product specifications;
- (2) Development of quality assurance test methods, including receiving, inspection, and acceptance procedures;
- (3) Use of product testing and inspection facilities; and
- (4) Use of personnel training programs.

Sec. 54-245. Contract controversies.

Under a cooperative purchasing agreement, controversies arising between the city and its bidders, offerors, or contractors ~~will~~shall be resolved in accordance with article VII of this chapter.

Sec. 54-246. Emergency purchasing.

(a) Purchasing may be made under emergency conditions when there exists a threat to public health, welfare, or safety; when a situation exists that makes a purchase through competitive sealed bidding or competitive sealed proposals impracticable or contrary to the public interest; or to protect public or private property. An emergency purchase need not be made through competitive sealed bidding or competitive sealed proposals but ~~may~~shall be made with competition that is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular vendor or contractor ~~must~~shall be included in the contract file. The written determination must include findings that support the determination.

(b) In case of an apparent emergency which requires immediate purchase of supplies or contractual services, the mayor ~~may~~shall be empowered to authorize the purchasing agent to secure by informal purchasing procedures, at the lowest obtainable price, any supplies or contractual services regardless of the amount of the expenditure. A full report of the circumstances of an emergency purchase ~~must~~shall be filed by the agent with the mayor and ~~is~~shall be open to public inspection.

(c) In cases of actual emergency and with the consent of the purchasing agent and the approval of the mayor, the head of any department may purchase directly any supplies whose immediate purchase is essential to prevent delays in the work of the department. The department head shall send to the agent a requisition and a copy of the delivery record, together with a full written report of the circumstances of the emergency.

Sec. 54-247. Informal purchasing.

(a) When the value of purchases for supplies, services, or construction is estimated to be less than ~~\$5025,000.00~~, the use of competitive sealed bidding or competitive sealed proposals ~~is~~ are not required. Oral or written quotes may be obtained by the purchasing agent and the award made to the lowest responsive and responsible bidder. When competitive purchasing is deemed to be impractical, a written statement citing the reasons must be included in the purchase file by the purchasing agent.

(b) To assist departments in making incidental purchases estimated to be less than ~~\$5025,000.00~~, the purchasing agent or the mayor may adopt other procedures which do not require competitive sealed bids or proposals but ~~must~~ shall require competition that is practicable under the circumstances. Such procedures may include:

- (1) Limited or local purchase orders;
- (2) Petty cash;
- (3) Charge accounts; and
- (4) Imprests funds.

Sec. 54-248. Fragmentation prohibited.

Purchasing requirements ~~may~~ shall not be artificially divided, fragmented, or structured so as to constitute a purchase under this section or to circumvent the requirements of article IV or V of this chapter.

Secs. 54-249—54-280. Reserved.

ARTICLE VII. PROTESTS

Sec. 54-281. Filing of a protest.

An interested party may protest the award of a contract, the proposed award of a contract, or a solicitation for supplies, services, professional services, or construction by filing with the purchasing agent in writing the following information:

- (1) The name, address, and telephone number of the protester;

- (2) The signature of the protester or the protester's representative;
- (3) Identification of the solicitation or contract at issue;
- (4) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- (5) The **remedy**~~form of relief~~ requested.

Sec. 54-282. Time for filing a protest.

A protest based upon a proposed award of a contract must be filed within ten days after the purchasing agent has **issued notice of**~~identified~~ the lowest **responsive and** responsible bidder.

Sec. 54-283. Notice of protest.

The purchasing agent shall **promptly**~~immediately~~ give notice of a **filed** protest~~filed~~ to all interested parties.

Sec. 54-284. Stay of an award.

If a protest is filed, the award may be made unless the purchasing agent determines in writing that a:

- (1) **There is a R**~~r~~reasonable probability~~exists~~ that the protest will be sustained; or
- (2) Stay of the award is not contrary to the best interests of the city.

Sec. 54-285. Decision by the purchasing agent.

(a) The purchasing agent shall issue a written decision containing the basis of the decision within ten days after a protest has been filed. A copy of the decision **must**~~shall~~ be furnished to the protestor by certified mail or other method which provides evidence of receipt.

(b) If a decision is not made by the date it is due, the protester may proceed as if the purchasing agent had issued a decision adverse to the protester.

Sec. 54-286 Protest remedies.

(a) If the purchasing agent sustains a protest in whole or in part, the purchasing agent shall implement an appropriate remedy.

(b) In determining an appropriate remedy, the purchasing agent shall consider the circumstances surrounding the solicitation or purchase, including the seriousness of the purchase deficiencies, the degree of prejudice to other interested parties or to the integrity of the purchasing system, the good faith of the parties, the extent the purchase has been accomplished, costs to the city and other

impacts on the city of a proposed remedy, and the urgency of the purchase to the welfare of the city.

Sec. 54-287. Appeal on a protest.

(a) ~~A protester may~~An appeal from ~~the purchasing agent's~~ decision of the purchasing agent on a protest ~~by~~may be ~~filed~~ **an appeal** by the protester with the mayor. An appeal **to the mayor must** shall be filed within five days after the ~~purchasing agent's~~ decision is received by the protester **or within five days of when such decision was due under section 54-285**. The protester **also** shall file a copy of the appeal with the purchasing agent.

(b) An appeal must contain the information required under section 54-281. In addition, the appeal must include:

- (1) A copy of the decision being appealed, if any; and
- (2) Identification of the factual or legal errors in the decision that form the basis for the appeal.

Sec. 54-288 Notice of a protest appeal.

(a) The purchasing agent shall ~~promptly~~**promptly** immediately give notice of an appeal filed under section 54-287 to the contractor if a contract has been awarded or, if no award has been made, to all interested parties.

(b) The purchasing agent shall, on request, furnish a copy of the appeal to a person notified under subsection (a) of this section, except that confidential material ~~must~~ shall be **redacted** deleted from the copy.

Sec. 54-289. Stay of award during protest appeal.

If a protest appeal is filed before a contract is awarded and the award was stayed under section 54-284, the filing of the appeal automatically continues the stay until the mayor makes a written determination that the award of the contract without further delay is necessary to protect substantial interests of the city.

Sec. 54-290. Protest report.

(a) The purchasing agent shall file a complete report with the mayor as soon as is practicable on the protest and decision. The purchasing agent shall furnish a copy of the report to the protester and to interested parties that have requested a copy of the appeal under section 54-288.

(b) The protester may file comments on the protest report with the mayor within seven days after the report is received. The protester shall provide copies of the comments to the purchasing agent. **The purchasing agent shall provide copies of the comments** and to interested parties that have requested a copy of the appeal ~~under section 54-288~~.

[Note: current section 291 has been placed after current section 292; these sections have been renumbered and amended]

~~Sec. 54-291. Decision without hearing.~~

~~—(a) The mayor shall dismiss a protest appeal before a hearing is held if it is determined that the appeal is untimely under section 54-287.~~

~~—(b) The mayor may issue a decision on an appeal without a hearing if the appeal involves questions of law without genuine issues of fact.~~

~~—(c) The mayor shall, within 15 days after receipt of an appeal, notify the appellant of the acceptance or rejection of the appeal and, if rejected, the reasons for the rejection.~~

Sec. 54-291. Hearing on protest appeal.

(a) Unless the mayor issues a decision without a hearing under section 54-292, a hearing on a protest appeal will be conducted so as to provide a fair opportunity for the protester to present evidence in support of the appeal.

(b) The mayor will schedule the hearing within 15 days of receipt of the appeal and shall issue a decision on the appeal within 15 days of completion of the hearing.

~~Sec. 54-292. Hearing on protest appeal.~~

~~A hearing on a protest appeal shall be conducted so as to provide a fair opportunity for the protester to present evidence in support of the appeal.~~

Sec. 54-292. Decision without hearing.

(a) The mayor shall dismiss a protest appeal before a hearing is held if it is determined that the appeal is untimely under section 54-287.

(b) The mayor may issue a decision on an appeal without a hearing if the appeal involves questions of law without genuine issues of fact.

(c) The mayor shall issue a decision under subsection (a) or (b) within 15 days after receipt of the appeal.

Sec. 54-293. Contract controversies.

(a) A contractor ~~may~~**shall** file a claim with the purchasing agent concerning a contract awarded under this chapter. The contractor shall certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of the contractor's knowledge and belief, and

that the amount requested accurately reflects the contract adjustment for which the contractor believes the city is liable.

(b) If a controversy asserted by a contractor concerning a contract awarded under this chapter cannot be resolved by agreement, the purchasing agent shall, after receiving a written request by the contractor for a decision, issue a written decision. The decision ~~must~~ shall be made no more than 20 days after receipt of the request from the contractor and receipt by the purchasing agent of all ~~relevant~~ necessary information from the contractor. Failure of the contractor to timely furnish ~~relevant~~ necessary information requested by the purchasing agent constitutes a waiver of the claim. ~~Before issuing the decision, the purchasing agent shall review the facts relating to the controversy and obtain necessary assistance from legal, fiscal, and other advisors.~~

(c) The time for issuing a decision under subsection (b) of this section may be extended for good cause by the mayor if the controversy concerns an amount in excess of \$50,000.00. The purchasing agent shall notify the contractor in writing that the time for the issuance of a decision has been extended and of the date by which a decision ~~will~~ shall be issued.

(d) The purchasing agent shall furnish a copy of the decision to the contractor by certified mail or other method that provides evidence of receipt. The decision ~~must~~ shall include a:

- (1) Description of the controversy;
- (2) Reference to the pertinent contract provisions;
- (3) Statement of the agreed upon and disputed facts;
- (4) Statement of reasons supporting the decision; and
- (5) Statement substantially as follows:

"This is the final decision of the purchasing agent. This decision may be appealed to the mayor. If you appeal, you must file a written notice of appeal with the mayor within ten days after you receive this decision."

(e) If a decision is not made by the date it is due, the contractor may proceed as if the purchasing agent had issued a decision adverse to the contractor.

(f) If a controversy asserted by the city concerning a contract awarded under this chapter cannot be resolved by agreement, the matter shall be promptly immediately referred to the mayor.

Sec. 54-294. Appeal on a contract controversy.

(a) An appeal from a decision of the purchasing agent on a contract controversy may be filed by the contractor with the mayor. This appeal ~~must~~ shall be filed within ten days after the decision is received by the contractor. The contractor shall also file a copy of the appeal with the purchasing agent.

(b) An appeal ~~must~~shall contain a copy of the decision being appealed and identification of the factual or legal errors in the decision that form the basis for the appeal.

Sec. 54-295. Hearing on a contract controversy.

Within 15 days after receipt of an appeal on a contract controversy, the mayor may, without a hearing, adopt the decision of the purchasing agent as the final decision or grant a hearing to further examine evidence, if any, to be presented by the appellant. If a hearing is granted, the mayor may adopt, reject, or modify the decision of the purchasing agent.

Sec. 54-296. Delegation.

The mayor may delegate responsibilities under sections 54-287, and section 54-295, and 54-299.

Sec. 54-297. Authority to debar or suspend.

(a) ~~After consultation with the using department and the city attorney and after a hearing conducted to provide a fair opportunity to be heard and to present evidence, T~~the mayor may debar a person for cause from consideration for award of contracts. ~~Notice of a debarment hearing shall be provided in writing at least seven days before the hearing.~~ The debarment may not be for a period of more than three years.

(b) The mayor, ~~after consultation with the using department and the city attorney,~~ may suspend a person from consideration for award of contracts if there is probable cause for debarment and compelling reasons require suspension to protect city interests. The suspension may not be for a period exceeding three months.

Sec. 54-298. Causes for debarment or suspension.

The causes for debarment or suspension include the following:

- (1) ~~Conviction for commission~~ of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- (2) Conviction under local, state, or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a city contractor;
- (3) Conviction or civil judgment finding a violation under state or federal antitrust statutes;
- (4) Violation of contract provisions of a character that is regarded by the mayor to be so serious as to justify debarment action, such as:

- a. Knowingly failing, without good cause, to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b. Failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts, except that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor may not be considered to be a basis for debarment;
- (5) For violation of the ethical standards set out in state law or regulation;
- (6) For a violation under section ~~54-308~~54-346; and
- (7) Any other cause determined to be so serious and compelling as to affect responsibility as a city contractor, including debarment by another governmental entity.

Sec. 54-299. Written determinations.

- (a) The mayor shall issue a written decision to debar or suspend. The decision must:
- (1) State the reasons for the action taken; and
 - (2) Inform the debarred or suspended person of their rights to ~~judicial appeal or inform the suspended person of right to~~ administrative and judicial appeals.
- (b) A copy of the decision under subsection (a) ~~must of this section shall~~ be mailed or otherwise furnished promptly immediately to the debarred or suspended person and any other intervening party.

Sec. 54-300. Hearing on a suspension or debarment.

- (a) A person suspended or debarred ~~under section 54-297~~ is entitled to a hearing if the person files a written request for a hearing with the mayor within seven days after receipt of the notice of suspension or debarment under section 54-299~~8~~.
- (b) If a suspended or debarred person requests a hearing, the mayor shall promptly schedule a ~~prompt~~ hearing unless the city attorney determines that a hearing at the proposed time is likely to jeopardize an investigation. A hearing may not be delayed longer than six months after notice of the suspension or debarment is provided under section 54-299~~8~~.

(c) The mayor will have 20 days after completion of the hearing to issue a written determination.

Sec. 54-301. List of persons debarred or suspended.

The purchasing agent shall maintain a list of all persons debarred or suspended from consideration for award of contracts.

Sec. 54-302. Reinstatement.

(a) The mayor may, at any time after a final decision to debar a person from consideration for award of contracts, reinstate the person after determining that the cause for which the person was debarred no longer exists or has been substantially mitigated.

(b) A debarred person may request reinstatement by submitting a petition to the mayor supported by evidence showing that the cause for debarment no longer exists or has been substantially mitigated.

(c) The mayor may require a hearing on a reinstatement petition. A decision on reinstatement ~~must~~ shall be made in writing within seven days after a reinstatement petition is submitted. The decision ~~must~~ shall specify the factors on which it is based. A decision under this section is not subject to judicial appeal.

Sec. 54-303. Limited participation.

The mayor may permit a debarred person to participate in a contract on a limited basis during the debarment period if the mayor determines in writing that the participation is advantageous to the city. The determination ~~must~~ shall specify the factors on which it is based and the limits imposed on the debarred person.

Sec. 54-304. Hearing procedures.

(a) The mayor shall act as a hearing officer or appoint a hearing officer for a hearing conducted under this article. The hearing officer shall arrange for a prompt hearing and notify the parties in writing of the time and place of the hearing. The hearing ~~will~~ shall be conducted in an informal manner.

(b) The hearing officer may:

- (1) Hold prehearing conferences to settle, simplify, or identify the issues in a proceeding, or to consider other matters that may aid in the expeditious disposition of the proceeding;
- (2) Require parties to state their positions concerning the various issues in the proceeding;
- (3) Require parties to produce for examination those relevant witnesses and documents under their control;
- (4) Rule on motions and other procedural matters;
- (5) Regulate the course of the hearing and conduct of the participants;
- (6) Establish time limits for submission of motion or memoranda;

- (7) Impose appropriate sanctions against a person who fails to obey an order of the hearing officer, including:
 - a. Prohibiting the person from asserting or opposing designated claims or defenses or introducing designated matters into evidence;
 - b. Excluding all testimony of an unresponsive or evasive witness; and
 - c. Excluding a person from further participation in the hearing;
- (8) Take official notice of a material fact not appearing in evidence if the fact is among the traditional matters subject to judicial notice; and
- (9) Administer oaths or affirmations.

(c) **Hearings will not be recorded unless a party so requests. The party requesting the recording will be responsible for all costs associated with the recording.** ~~A transcribed record of the hearing shall be made available at cost to a party that requests it.~~

Sec. 54-305. Recommendation by the hearing officer.

(a) If the mayor is not acting as **the** hearing officer, the hearing officer shall recommend a decision to the mayor based on the evidence presented. The recommendation ~~must~~ **shall** include findings of fact and conclusions of law.

(b) The mayor may affirm, modify, or reject the hearing officer's recommendation in whole or in part, ~~may~~ remand the matter to the hearing officer with instructions, or take other appropriate action.

Sec. 54-306. Final decision by the mayor.

A decision by the mayor after a hearing under this article is final. A decision ~~must~~ **shall** be sent within 20 days after the hearing to all parties by personal service or certified mail, except that a decision by the mayor involving procurement of construction ~~must~~ **shall** be sent within 90 days after the hearing to all parties by personal service or certified mail.

Sec. 54-307. Judicial appeal.

(a) A final decision of the mayor under sections 54-291, 54-292, 54-295, ~~54-297(a)~~ ~~or~~ **and** 54-299 may be appealed to the superior court in accordance with the state rules of appellate procedure governing administrative appeals.

(b) A final decision of the mayor under sections 54-291, 54-292, 54-295, **and 54-299 must contain a notice that the mayor's decision is a final administrative determination that** may be appealed to the superior court ~~for a trial de novo unless the parties have otherwise agreed to arbitrate the underlying controversy,~~ **that any appeal to the superior court must be filed within 30 days from the date of the decision, and that failure to appeal within the 30 days will bar any such appeal.**

Sec. 54-308. Misrepresentations and fraudulent claims.

(a) A person who makes, or uses in support of a contract claim under this article, a misrepresentation, or who practices or attempts to practice a fraud at any stage of proceedings relating to a purchase or contract controversy under this chapter:

- (1) Forfeits all claims relating to that procurement or contract; and
- (2) Is liable to the city for reimbursement of all sums paid on the claim, for all costs attributable to review of the claim, and for a civil penalty equal to the amount by which the claim is misrepresented.

(b) The purchasing agent, mayor, or court shall make specific findings of misrepresentation, attempted fraud, or fraud before declaring a forfeiture under subsection (a)(1) of this section.

~~(c) A person who in a matter relating to a purchase or a contract controversy or claim under this chapter makes a misrepresentation to the city through a trick, scheme, or device is guilty of a class C felony, prosecutable under state law.~~

~~(d)~~In this section, "misrepresentation" means a false or misleading statement ~~of~~ material fact, or conduct intended to deceive or mislead concerning a material fact, whether or not it succeeds in deceiving or misleading.

Sec. 54-309. Exclusive remedy.

This article provides the exclusive procedure for asserting a claim against the city arising in relation to a purchase under this chapter.

Secs. 54-310—54-340. Reserved.

ARTICLE VIII. CONTRACT FORMATION AND MODIFICATION

Sec. 54-341. Review and approval by the city attorney.

If a contract contains a term that is in conflict with a standard form contract term or if a standard term is deleted or modified by a term that is not standard, the contract must be reviewed by the city attorney and approved as to form.

Sec. 54-342. Bid cancellation, rejection.

An invitation ~~to~~for bid, a request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part, or the date for opening bids or proposals may be delayed when it is in the best interests of the city. The reasons for cancelling, rejecting, or delaying in opening bids or proposals ~~will~~shall be made part of the contract file.

Sec. 54-343. Determination of responsibility.

(a) A written determination of responsibility of a bidder or offeror ~~must~~ shall be made by the purchasing agent. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination of non-responsibility with respect to the bidder or offeror.

(b) Information furnished by a bidder or offeror under subsection (a) of this section is confidential and may not be disclosed without prior written consent by the bidder or offeror, unless otherwise required by law.

Sec. 54-344. Multiterm contracts.

(a) Unless otherwise provided by law, a contract for supplies, services, or professional services may be entered into for any period of time considered to be in the best interests of the city, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods ~~are~~ shall be subject to the availability and appropriation of funds by the city council ~~for them~~.

(b) Before using a multiterm contract, the purchasing agent shall determine in writing that:

- (1) Estimated requirements cover the period of the contract and are reasonably firm and continuing; and
- (2) The contract will serve the best interests of the city by encouraging effective competition or otherwise promoting economies in city purchasing.

(c) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract ~~shall be terminated~~. The contractor may only be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies, services, or professional services delivered under the contract that are not otherwise recoverable. The cost of termination may be paid from any appropriations available for these purposes.

Sec. 54-345. Cost or pricing data.

(a) Before an award of a contract or a change order or contract modification, the contractor or prospective contractor may be required to submit cost and pricing data. The contractor or prospective contractor shall certify that, to the best of the contractor's or prospective contractor's knowledge and belief, the data submitted is accurate, complete, and current at a mutually determined specified date and will continue to be accurate and complete during the term ~~performance~~ of the contract.

(b) When a contractor becomes aware of a situation that may form the basis of a claim for compensation that exceeds the amount designated as the base amount of the contract and before

performing additional work or supplying additional materials, the contractor shall submit cost and pricing data on the additional work or materials. The contractor shall certify that, to the best of the contractor's knowledge and belief, the data submitted is accurate, complete and current and is the actual cost to the contractor of performing the additional work or supplying the additional materials.

(c) A contract, change order, or contract modification ~~for~~under which a certificate is required under subsection (a) or (b) ~~of this section~~ must contain a provision that the price to the city, including the contractor's profit or fee, will be adjusted to exclude any significant sums by which the city finds that the price is increased because the cost or pricing data furnished by the contractor or prospective contractor is inaccurate, incomplete, or not current as of the date agreed upon by the parties.

(d) The requirements of subsection (a) ~~of this section~~ do not apply when:

- (1) The contract price is based on adequate price competition; or
- (2) The contract price is set by law or regulation.

Sec. 54-346. Right to inspect plant.

The city may, at reasonable times, inspect the ~~part of the plant or~~ place of business of a contractor or subcontractor that is related to the performance of a contract.

Sec. 54-347. Right to audit records.

The city may, at reasonable times and places, audit the books and records of a person who has submitted cost or pricing data to the extent that the books and records relate to the cost or pricing data. A person who receives a contract, change order, or contract modification for which cost or pricing data is required shall maintain books and records that relate to the cost or pricing data for three years after the date of final payment under the prime contract and by the subcontractor for a period of three years after the date of final payment under the subcontract, unless a shorter period is authorized in writing by the purchasing agent.

Sec. 54-348. Standard modification clauses for contracts.

(a) The purchasing agent may adopt standards permitting the inclusion of clauses providing for adjustments in prices, time of performance, or other contract provisions as appropriate.

(b) The purchasing agent may adopt standards permitting or requiring the inclusion in city contracts of clauses providing for appropriate remedies ~~and covering the following subjects:~~

- ~~(1) Liquidated damages;~~
- ~~(2) Specified excuses for delay or nonperformance;~~

~~(3) Termination of the contract for default; and~~

~~(4) Termination of the contract in whole or in part for the convenience of the city.~~

Sec. 54-349. Fiscal responsibility.

(a) A contract modification, change order, or contract price adjustment under a construction contract in excess of an amount established by this chapter is subject to prior written certification by the **chief financial officer**~~director of finance~~ or other official responsible for monitoring and reporting upon the status of the costs of the total project budget or contract budget, as to the effect of the contract modification, change order, or adjustment. If the certification of the **chief financial officer**~~director of finance~~ or other responsible official discloses a resulting increase in either budget, the administering authority may not approve the contract modification, change order, or adjustment in contract price unless sufficient funds are available, or the scope of the project or contract is adjusted to permit the degree of completion that is feasible within the total project budget or the contract budget as it existed before the contract modification, change order, or price adjustment.

(b) Sections ~~54-389~~ and ~~section 54-398~~ apply to this section.

SECTION 2. The effective date of this ordinance is the ____ day of March 2023.

David Pruhs, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul Ewers, City Attorney

City of Fairbanks
Permanent Fund Review Board
Quarterly Meeting Minutes
October 18, 2022

The Permanent Fund Review Board (PFRB) convened at 1:32 p.m. in the City Council Chambers to conduct a quarterly meeting.

Board Members Present: Council Member Valerie Therrien
Patty Mongold
Bernard Gatewood
Dave Owen
Jennifer Imus

Board Members Absent: None

Also Present: Margarita Bell, Chief Financial Officer
Brandy Niclai, Chief Investment Officer – APCM
Lindsey Cashman, Client Relationship Manager - APCM

Valerie Therrien moved, and Patty Mongold seconded to approve the minutes from the July 27, 2022 meeting. The PFRB unanimously agreed.

Margarita Bell reviewed the account's performance through September 30, 2022:

- \$ 127,744,006 - Balance including accrued income
- \$ 1,938,346 - Dividends and interest earnings
- \$ 1,671,000 - Realized gain
- \$ (33,317,023) - Unrealized loss
- \$ (80,102) - Management and custodial fees
- \$ (29,787,779) - Earnings, net of expenses

Margarita Bell reported that the City received \$491,106 in deposits as of September 30, 2022.

Margarita Bell reported that the 2022 draw will be made in December 2022 in the amount of \$6,172,333 to the general fund (\$5,486,518) and capital fund (\$685,815).

Brandy Niclai reported that the balance of the fund was \$129,880,390 on October 17, 2022.

Brandy Niclai presented the market outlook. A strong labor market has prevented a recession. In Europe and United Kingdom, economic activity has faltered due to higher energy prices and commodity shortages. Growth in China is slowing due to the government's tough pandemic measures, steep property downturn, and cooling export growth. There are signs that inflation pressures are starting to ease but the tight labor market is causing inflation. Markets have been turbulent as the Federal Reserve raised interest rates by 3.0%. Bond market is anticipating another increase of 1.6% in 2023.

Brandy Niclai presented that as inflationary pressures ease, stock and bond prices could improve but volatility will remain until the Federal Reserve is no longer focused on delivering slower growth. This supports the conservative near-term positioning of the portfolio. Actual portfolio returns remain within APCM’s long-term expectations suggesting the portfolio has a high probability of achieving the desired returns over time.

Brandy Niclai presented a portfolio review for the third quarter. She stated that the negative selection effect was driven by temporary pricing factors due to the volatility of the current market for equities and overweight to energy for commodities. APCM expects .10% of relative performance will be recovered as these factors normalize. The combined equity allocation returned -6.05% and the combined fixed income allocation returned -3.65% for the quarter.

Portfolio Summary							
3rd Quarter		Year to Date		Prior Year		Inception to Date	
Account	Benchmark	Account	Benchmark	Account	Benchmark	Account	Benchmark
-5.32%	-4.97%	-18.87%	-19.06%	12.82%	12.25%	5.06%	4.86%
	0.13% ¹		0.38% ²		0.50% ³		
<u>-5.32%</u>	<u>-4.85%</u>	<u>-18.87%</u>	<u>-18.69%</u>	<u>12.82%</u>	<u>12.75%</u>	<u>5.06%</u>	<u>4.86%</u>

1 - 12.5 bps - per quarter rounded
2 - 50 bps hurdle -annual (YTD = 12.5 basis pts X # quarters)
3 - 50 bps hurdle codified in March 2009. Inception performance begins January 31, 1998.

Brandy Niclai reported that the compliance review memo was updated and that all items complied.

Dave Owen inquired about alternative beta. Brandy Niclai reported that the addition of alternative beta in the portfolio resulted in a 3.5% better return than the prior portfolio allocation.

Patty Mongold inquired about the permanent fund draw scheduled for December 2022 and the impacts to the portfolio. Margarita Bell stated that she will coordinate the draw with Blake Phillips and Brandy Niclai. Bernard Gatewood requested that Lindsey Cashman be added to the correspondence.

PFRB reviewed three proposals for Custodial Services and selected US Bank as the most responsive proposer. Margarita Bell reported that US Bank is required to obtain a city license and the Purchasing Agent believes the business will comply. Brandy Niclai requested the transition dates to ensure that APCM is connected before the start of the new contract.

The next quarterly meeting will be held on January 23, 2022 in the City Council Chambers.

The meeting adjourned at 2:15 p.m.



CLAY STREET CEMETERY COMMISSION
 REGULAR MEETING MINUTES – JANUARY 4, 2023
 HELD VIA ZOOM WEBINAR AND
 IN FAIRBANKS CITY COUNCIL CHAMBERS
 800 CUSHMAN STREET, FAIRBANKS, ALASKA



The **Clay Street Cemetery Commission** convened at 5:00 p.m. on the above date to conduct a Regular Meeting at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, and via teleconference with **Chair Aldean Kilbourn (Seat C)** and with the following members in attendance:

Members Present: George Dalton, Seat A
 Michael Gibson, Seat B
 Janet Richardson, Seat D (Zoom)
 Julie Jones, Seat E (Zoom)
 Karen Erickson, Seat F (Zoom) 5:29 p.m.
 Jeff Jacobson, Public Works Director (Zoom) 5:05 p.m.

Absent: Amy Stratman, Seat G

Also Present: Rochelle Rodak, Deputy City Clerk II

APPROVAL OF MEETING MINUTES

- a) Regular Meeting Minutes of November 2, 2022

M. Gibson, seconded by **G. Dalton**, moved to APPROVE the meeting minutes, with corrections to the attendance.

Chair Kilbourn called for objection and, hearing none, so ORDERED.

APPROVAL OF AGENDA

G. Dalton, seconded by **M. Gibson**, moved to APPROVE the agenda.

Chair Kilbourn took a voice vote on the motion to APPROVE the Agenda and all members voted in favor.

EVENTS & PUBLICATIONS

- a) Cemetery Clean Up Day

Chair Kilbourn stated that she would write a letter to the editor to request volunteers to help clean up the cemetery from 9:00 a.m. – 12:00 p.m. on Saturday, May 20, 2022. Discussion was had as to equipment needed and solicitation of other volunteers.

Deputy Clerk Rodak stated that the Clerk’s Office could advertise on Facebook again, mimicking the request from the previous year.

Public Works Director, Jeff Jacobson said that he would ensure the Public Works crew was available before and after to help remove bagged debris and do an initial clean up.

UNFINISHED BUSINESS

a) Capital Funds Update

Chair Kilbourn stated that the unspent funds from the Capital Projects Funds had been \$9,314.27.

b) PW Update on Received Marker Orders

Chair Kilbourn asked Public Works Director J. Jacobson about the number of markers received from Quiring Monuments, and he stated that he did not believe any had been delivered yet.

J. Jones confirmed that the first order had been shipped in November and should have arrived or would arrive soon.

J. Jacobson stated that he would look into it the following day and send an update to the Commission.

NEW BUSINESS

a) Fundraising

Chair Kilbourn asked for clarification behind the need for fundraising. **J. Jones** stated that she brought it up at the previous meeting to see about the possibility and asked Deputy Clerk Rodak if she had any more information from the Chief Financial Officer.

Deputy Clerk Rodak stated that CFO Margarita Bell had been attempting to have a policy drafted regarding fundraising but had not been successful, adding that until a policy was in place, fundraising was not possible.

b) Room Rental Tax Application Award

Chair Kilbourn shared the proposed list of Discretionary Fund awards, and discussion was had regarding the changes in allotment from previous years. It was noted that the Clay Street Cemetery Commission had been tentatively awarded \$8,305, which was \$400 less than the previous year.

Deputy Clerk Rodak clarified that the proposed list of awards would not be finalized until it was approved by the City Council at the regular meeting scheduled for January 9, 2023.

c) Request to have the remaining 2022 Capital Projects Funds (\$9,314.27) allocated to the 2023 budget.

At the request of **Chair Kilbourn**, Deputy Clerk Rodak explained that the unspent funds from the prior year were reabsorbed into the general 2023 Capital Projects fund and that if the Commission wished, they could request that the City Council reallocate the funds through a budget amendment.

She added that the attached memo was a draft and that Commission could make amendments prior to putting it before the City Council.

M. Gibson, seconded by **G. Dalton**, moved to APPROVE the Memo to the City Council requesting the reallocation of \$9,314.27 unspent Capital Project Funds.

Karen Erickson joined the meeting by telephone but was able to participate in the conversation due to technical issues.

M. Gibson, second by **G. Dalton**, moved to AMEND the Memo by adding the itemized account of purchases made during 2022 from the Capital Projects funds.

Chair Kilbourn called for objection to the Amendment, and hearing none, so ORDERED.

Chair Kilbourn took a voice vote on the motion to APPROVE the Memo, as amended, and all members voted in favor.

d) Cemetery Pictures

Chair Kilbourn expressed concern over the proposed sign material.

J. Jones stated that she had seen signs used in places with worse weather conditions that have withstood decades, clarifying that the signs had already been purchased. She went on to ask that the Commission locate and suggest photos to be used on the signs, adding that she would work on designing a layout.

REFERENCE MATERIALS (informational only)

- a) 2022 Capital Fund Balance Report
- b) Room Rental Tax Balance Report

NEXT MEETING DATE

The next Regular Meeting of the Clay Street Cemetery Commission is scheduled for Wednesday, February 1, 2023, at 5:00 p.m.

ADJOURNMENT

Chair Kilbourn declared the meeting ADJOURNED at 5:39 p.m.



Aldean Kilbourn, Chair

Transcribed by: RR



Rochelle Rodak, Deputy Clerk II