



FAIRBANKS CITY COUNCIL
AGENDA NO. 2023-15
REGULAR MEETING – JULY 24, 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. – Ordinance No. 6257, to Present Proposition to City Voters on Whether to Exempt Alcohol Tax Revenue Above \$2,000,000 from Tax Cap

REGULAR MEETING

6:30 p.m.

1. ROLL CALL
2. INVOCATION
3. FLAG SALUTATION
4. CEREMONIAL MATTERS (Proclamations, Introductions, Recognitions, Awards)
 - a) Citizen Hero Award Presentation
 - b) 2023 Mission: Lifeline EMS Recognition of Fairbanks Fire Department
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

- *a) Regular Meeting Minutes of June 26, 2023

8. SPECIAL ORDERS

- a) The Fairbanks City Council will hear interested citizens concerned with the following liquor license applications for renewal. Public testimony will be taken and limited to three minutes.

Lic. #	DBA	License Type	Licensee	Address
4314	Gallo's Mexican Restaurant	Beverage Dispensary	Northern Lights Business, Inc.	60 College Road
4548	Brewsters	Beverage Dispensary	Restaurant Concepts, LLC	354 Old Steese Highway

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- a) Ordinance No. 6246 – An Ordinance to Reduce Overtime at the Fairbanks Fire Department and Secure Additional Savings and Benefits by Adding a Battalion Chief. Introduced by Council Member Tidwell. Advanced from the Regular Meeting of May 22, 2023. SECOND READING AND PUBLIC HEARING.
- b) Ordinance No. 6254 – An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the International Brotherhood of Electrical Workers Local 1547. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.
- c) Ordinance No. 6255 – An Ordinance Increasing Wages for Commissioned Officers at the Fairbanks Police Department and Amending the 2023 City Operating Budget. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.

12. NEW BUSINESS

- *a) Resolution No. 5072 – A Resolution Authorizing the City of Fairbanks to Accept Funding from the U.S. Department of Energy for the Energy Efficiency and Conservation Block Grant (EECBG) Program. Introduced by Mayor Pruhs.

- *b) Resolution No. 5073 – A Resolution Authorizing the City of Fairbanks to Accept Funding from the SFY24 State of Alaska Designated Legislative Grant Program. Introduced by Mayor Pruhs.
- *c) Resolution No. 5074 – A Resolution Honoring Fairbanks Fire Department Driver Kevin Johnson. Introduced by Mayor Pruhs and Council Members Cleworth, Rogers, Sprinkle, Tidwell, Marney, and Ringstad.
- *d) Resolution No. 5075 – A Resolution Awarding a Contract to Demolish the Polaris Building Tower. Introduced by Mayor Pruhs and Council Members Rogers and Sprinkle.
- *e) Resolution No. 5076 – A Resolution Amending the City Schedule of Fees and Charges for Services by Adding a Service Fee for Annual Technical Fire Inspections and Increasing the Fee for Fire Inspection, Investigation, and Technical Services. Introduced by Mayor Pruhs.
- *f) Ordinance No. 6256 – An Ordinance to Present to the Qualified Voters of the City of Fairbanks the Question of Whether to Ratify a Pass-through Loan from the Alaska Clean Water Fund to Golden Heart Utilities for Up to \$8.2 Million for Bio-solids Incineration Testing, Grit Removal, and Ultraviolet Disinfection at the City-owned Wastewater Treatment Facility. Introduced by Mayor Pruhs.
- *g) Ordinance No. 6257 – An Ordinance to Present to the Qualified Voters of the City of Fairbanks the Question of Amending City Charter Section 6.5 to Exempt Alcoholic Beverage Tax Revenues in Excess of \$2,000,000 from the Tax Cap Limitations. Introduced by Mayor Pruhs and Council Members Tidwell and Sprinkle.
- *h) Ordinance No. 6258 – An Ordinance Amending Schedule B of the Collective Bargaining Agreement Between the City of Fairbanks and the Public Safety Employees Association (PSEA). Introduced by Mayor Pruhs.

13. DISCUSSION ITEMS (Information and Reports)

- a) Committee Reports

14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- *a) Reappointment to the Board of Plumber Examiners
- *b) Permanent Fund Review Board Meeting Minutes of April 26, 2023

15. COUNCIL MEMBERS' COMMENTS

16. CITY CLERK'S REPORT
17. CITY ATTORNEY'S REPORT
18. EXECUTIVE SESSION
19. ADJOURNMENT



FAIRBANKS CITY COUNCIL
REGULAR MEETING MINUTES, JUNE 26, 2023
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council convened at 6:30 p.m. on the above date to conduct a Regular Meeting of the Fairbanks City Council via Zoom webinar and at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor David Pruhs presiding and with the following Council Members in attendance:

Council Members Present: Jerry Cleworth, Seat A
June Rogers, Seat B
Sue Sprinkle, Seat C
Crystal Tidwell, Seat D
Lonny Marney, Seat E
John Ringstad, Seat F

Absent: None

Also Present: Margarita Bell, Chief Financial Officer
D. Danyielle Snider, City Clerk
Thomas Chard, City Attorney
Michael Sanders, Chief of Staff
Ron Dupee, Police Chief (remotely)
Nate Warner, Police Captain
Rick Sweet, Deputy Police Chief
Jessica Krier, HR Generalist
Ana Gomez-Rodriguez, Accounting Specialist (remotely)
Jennifer Payan, Accounting Specialist (remotely)
Alejandro Perez Olivares, Legal Intern
Benjamin VandenBerg, FPD Officer/FPD Union President

INVOCATION

The invocation was given by City Clerk Danyielle Snider.

FLAG SALUTATION

At the request of Mayor Pruhs, Jomo Stewart lead the flag salutation.

CITIZENS' COMMENTS

Bill Wright, Director of Tourism and Marketing Sales at Explore Fairbanks, 717 Farmers Loop Road – B. Wright gave a report that in May, he and his colleagues, plus four Explore Fairbanks partners, attended the US Travel Association's IPW, the premier international travel tradeshow in the nation. He stated the event included one-on-one meetings with over 80 travel trade buyers and travel media journalists from all over the world. He shared examples of the types of experiences in which these individuals expressed interest. B. Wright reported that since May, Explore

Fairbanks has hosted five familiarization tours for the Midnight Sun season, hosting 31 individual travel agents and tour operators. He was excited to share some of the year-to-date passenger numbers in and out of the Fairbanks International Airport. He reported that from January to April, just under 300,000 individuals came through Fairbanks, which is 99% of 2019 pre-pandemic levels. He stated that all signs indicate record high passenger numbers by the end of the summer season. B. Wright also shared details about record bed tax revenue statistics and stated that the visitor industry in Fairbanks is poised to grow beyond previous heights, thanks to the City's willingness to invest in the community.

Ms. Sprinkle asked how the Governor's recent veto of funding allocated for the tourism industry might impact Explore Fairbanks. B. Wright responded that the primary impact would be instances when Explore Fairbanks shares a space at an event, tradeshow, etc. He commented that often the State will purchase a booth and share space with Explore Fairbanks and other Alaskan groups who pay a small buy-in fee, so if the State makes budget cuts in those areas, Explore Fairbanks would need to pivot to some other activity to continue marketing Fairbanks.

Ms. Rogers asked if there was any interest or plans to hold a conference for the travel industry locally, like the recent Symposium on Opioids. She spoke about outside resources and about "locking arms" with way more people than are in the community. She shared that she asks a similar question to those in the local behavioral health industry when they go to national conferences. B. Wright replied that Explore Fairbanks is an excellent resource for those planning meetings with people from out of town, providing the nuts and bolts for facilities and accommodations to host a successful conference. He stated they encourage people to explore the area during their visit.

Mayor Pruhs called for any additional testimony, in-person and online, and hearing none, declared Citizens' Comments closed.

APPROVAL OF AGENDA AND CONSENT AGENDA

Mr. Ringstad, seconded by **Ms. Sprinkle**, moved to APPROVE the Agenda and Consent Agenda.

Mayor Pruhs called for objection to the APPROVAL of the Agenda, and, hearing none, so ORDERED.

City Clerk Snider read the Consent Agenda into the record.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

- a) Regular Meeting Minutes of May 22, 2023

APPROVED on the CONSENT AGENDA.

SPECIAL ORDERS

- a) The Fairbanks City Council heard interested citizens concerned with the following Liquor License applications for renewal:

Lic. #	DBA	License Type	Licensee	Address
3965	Republic National Distributing	Wholesale – General	K & L Beverage Company, LLC	945 Elizabeth Street
4504	Venue Fairbanks	Beverage Dispensary	Go Alaska Media, LLC	514 2nd Avenue
4547	Humble Roots Beer Project	Beverage Dispensary	Humble Roots, LLC	314 Wendell Avenue
576	The CrowBar	Beverage Dispensary	Area 51 Properties, LLC	2712 Jessie Street

Mr. Marney, seconded by **Ms. Sprinkle**, moved to WAIVE PROTEST on the Liquor License applications for renewal.

Mayor Pruhs called for testimony and hearing none, declared Public Testimony closed.

Ms. Rogers stated that this group of applicants, particularly Republic National Distributing, has been in contact and communicative.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST ON THE LIQUOR LICENSE APPLICATIONS FOR RENEWAL AS FOLLOWS:

YEAS: Cleworth, Marney, Tidwell, Ringstad, Sprinkle, Rogers

NAYS: None

Mayor Pruhs declared the MOTION CARRIED.

MAYOR'S COMMENTS AND REPORT

Mayor Pruhs stated that Building Official Clem Clooten was not available to discuss the topic of abatements, but he should have a report from Mr. Clooten soon, with an accompanying list of properties being reviewed and their statuses. He shared that the Polaris Building project is coming along and that the surrounding area was cleared and open for the Midnight Sun Festival the previous weekend. He reported that the request for proposals (RFP) for demolishing the tower went out the previous Monday, which kicks off a required 30-day process. **Mayor Pruhs** stated there is a large hole where the annex used to be, and he believes that within a week the contractor will start to backfill that area. He stated that once the hole is filled, the temporary plan for the space is for food trucks. **Mayor Pruhs** reported that the Golden Heart Plaza (GHP) has looked nice this summer. He indicated that the plan implemented by the City seems to be working out well, with officer presence and multiple walkthroughs each day. He stated it is common to see 40-60 visitors enjoying lunch with multiple buses parked on the curb in that area. He complimented Chief of Staff Sanders for the plan that was put in place.

Ms. Rogers asked whether there was a connective statement of support for the concerts that take place at the GHP. She wondered if they could be announced to get more word out via radio. She commented that what is being done to enhance the environment downtown is very positive, and she believes that those who are working to elevate the atmosphere need to be supported. **Mayor Pruhs** stated that he will talk with Julie Jones from Festival Fairbanks. He affirmed that the City would stay diligent, regarding the Plaza, throughout the rest of the summer and into the fall.

COUNCIL MEMBERS' COMMENTS

Mr. Ringstad stated he had no comments.

Mr. Marney concurred with the positive status of the GHP. He commented that he drives past often, and it seems there are more people present there than he can recall in past years.

Ms. Tidwell stated she had no comments.

Ms. Sprinkle asked whether salvaging the birch trees atop the Polaris Building, perhaps to be sold as a fundraiser, could be included in the overall plan for demolition. **Mayor Pruhs** replied that he plans to go up there himself and cut one down. He stated he has been dreaming of that moment for eight years. He stated he is also considering contacting an arborist to see about transplanting at least two of the trees into the front lawn at City Hall. **Ms. Sprinkle** continued by stating that the Midnight Sun Festival was a fantastic success and commended those who helped make the city look good. She stated the crowds were awesome, everything felt safe, and Public Works did an amazing job dealing with issues that arose. She concluded with simply "Bravo Fairbanks!"

Ms. Rogers stated she had no comments.

Mr. Cleworth stated he had no comments.

UNFINISHED BUSINESS

- a) Ordinance No. 6249 – An Ordinance Amending Fairbanks General Code Section 2-260(c)(2) by Increasing the Exposure Limit on BBB-Rated Securities in the City Permanent Fund Investment Policy. Introduced by Council Member Ringstad. SECOND READING AND PUBLIC HEARING.

Mr. Ringstad, seconded by **Mr. Cleworth**, moved to ADOPT Ordinance No. 6249.

Mayor Pruhs called for public testimony and, hearing none, declared Public Testimony closed.

Mr. Ringstad explained that the intent behind the ordinance is to provide more flexibility to those managing the City's investments. He stated that, in the larger scheme of things, BBB-rated securities is a small portion of the overall portfolio.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6249 AS FOLLOWS:

YEAS: Marney, Ringstad, Cleworth, Sprinkle, Rogers, Tidwell

NAYS: None

Mayor Pruhs declared the MOTION CARRIED and Ordinance No. 6249 ADOPTED.

- b) Ordinance No. 6250 – An Ordinance Amending Fairbanks General Code Chapter 74, Article V, Room Rental Tax, to Change the Allocation to the Fairbanks Economic

Development Corporation (FEDC). Introduced by Council Members Ringstad and Marney. SECOND READING AND PUBLIC HEARING.

Ms. Tidwell, seconded by **Mr. Marney**, moved to ADOPT Ordinance No. 6250.

Mayor Pruhs called for public testimony.

Jomo Stewart, President of Fairbanks Economic Development Corporation (FEDC) – Mr. Stewart conveyed to the Council and Mayor, on behalf of himself and his board, their appreciation for the work that has gone into the ordinance.

Ms. Sprinkle asked Mayor Pruhs for clarity on her status of a potential conflict of interest and whether she would be permitted to vote on the ordinance. **Mayor Pruhs** stated that she may vote. He stated he does not believe that Ms. Sprinkle’s revenue from the FEDC goes over 1% of her operational income. J. Stewart confirmed that the FEDC do not currently have any active contracts with or outstanding payments owed to Ms. Sprinkle.

Mayor Pruhs called for additional comment and, hearing none, declared Public Testimony closed.

Mayor Pruhs stated that the Council had been working on the issue since last August, and Ordinance No. 6250 was the final piece.

Mr. Ringstad recalled a lesson shared from an experienced politician: “When you’ve got the votes, you vote. When you don’t, you talk!”

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6250 AS FOLLOWS:

YEAS: Tidwell, Sprinkle, Ringstad, Marney, Rogers, Cleworth

NAYS: None

Mayor Pruhs declared the MOTION CARRIED and Ordinance No. 6250 ADOPTED.

- c) Ordinance No. 6251 – An Ordinance Amending Fairbanks General Code Chapter 50 Personnel Section 50-209 Training Reimbursement, Section 50-281 Personal Leave, and Section 50-285 Health Insurance Coverage. Introduced by Council Member Cleworth. SECOND READING AND PUBLIC HEARING.

Ms. Sprinkle, seconded by **Mr. Ringstad**, moved to ADOPT Ordinance No. 6251.

Mayor Pruhs called for public testimony and, hearing none, declared Public Testimony closed.

Mr. Cleworth thanked CFO Bell for her hard work in drafting the ordinance. He also expressed appreciation to Attorney Chard and Clerk Snider for their contributions and input, much of which was incorporated. He stated that the ordinance can always be changed in the future, if needed. He explained that the ordinance is an effort to bring some of the exempt staff into conformity with other employees of the City. He encouraged both Clerk Snider and Attorney Chard, should they

have any concerns with the ordinance, to voice them now. **Mayor Pruhs** echoed appreciation to the same individuals, plus Mr. Cleworth, for the efforts on the ordinance.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6251 AS FOLLOWS:

YEAS: Ringstad, Rogers, Marney, Sprinkle, Cleworth, Tidwell

NAYS: None

Mayor Pruhs declared the MOTION CARRIED and Ordinance No. 6251 ADOPTED.

- d) Ordinance No. 6253 – An Ordinance Establishing a Permanent Life Insurance Plan for Commissioned Officers Within the Fairbanks Police Department to Enhance Recruitment and Hiring. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.

Ms. Sprinkle, seconded by **Mr. Marney**, moved to ADOPT Ordinance No. 6253.

Mayor Pruhs called for public testimony and, hearing none, declared Public Testimony closed.

Mayor Pruhs spoke to the ordinance being an opening and indicated that there will be a more comprehensive plan later to outline implementation. He stated that there is an RFP out, which will likely be revised. He shared that he introduced CFO Bell to a friend of his, Sterling Gallagher, who was the Commissioner of Revenue under former Governor Hammond. He stated that S. Gallagher had experience with insurance-related items and the State's Permanent Fund. He stated that S. Gallagher has an exceptional financial mind and has offered to review the RFP for the plan at no cost to the City; he added that some suggested changes have already been communicated. **Mayor Pruhs** assured the Council that the plan itself would come back to the Council to review, but, in the meantime, he would suggest changing the vesting period in the ordinance from thirteen years to ten years.

Ms. Sprinkle, seconded by **Mr. Ringstad**, moved to AMEND Ordinance No. 6253 by changing the eligibility requirement in Section 3 from thirteen years to ten years.

Mr. Ringstad reviewed the various lengths of service amongst current Fairbanks Police Department (FPD) staff. He stated his understanding is that about half of them are in the five-year range, and a thirteen-year mark may be too far in the future to feel like a realistic benefit. He shared that in his young adult years, he was not as concerned about retirement as he was about his wages. But indicated he does not have a reason to not support the amendment.

Ms. Sprinkle stated that her recall was that thirteen years was proposed because of the psychological hurdle in pushing employees in staying longer, like twenty years. She questioned what difference it makes for those officers, to see a ten-year vesting period versus thirteen. **Mayor Pruhs** replied that for those who have been with the City for just a few years, getting them to ten years will be easier than getting them to thirteen.

Mr. Cleworth outlined a suggestion regarding renaming the ordinance. **Mayor Pruhs** clarified that the Council is still discussing the amendment regarding the vesting period.

Mr. Marney shared that he has had many recent conversations with officers. He stated when he was young, he was not concerned with retirement, but that may not be the same now. He stated that younger officers are becoming more mindful of such. He spoke in support of the amendment.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6253 BY CHANGING THE ELIGIBILITY REQUIREMENT IN SECTION 3 FROM THIRTEEN YEARS TO TEN YEARS AS FOLLOWS:

YEAS: Cleworth, Marney, Ringstad, Sprinkle, Rogers, Tidwell

NAYS: None

Mayor Pruhs declared the MOTION CARRIED.

Mr. Cleworth, seconded **Mr. Ringstad**, moved to AMEND Ordinance No. 6253, as Amended, by adding the words “Retirement and” after the words “Establishing a” in the title.

Mr. Cleworth explained that he feels the title could be confusing to a reader, and it may be unclear what exactly the City is buying for \$10,000. **Mayor Pruhs** agreed with Mr. Cleworth and stated that the City is doing something it has not done before. He reminded the Council that nothing will be implemented without the Council being provided with a more detailed plan.

Ms. Sprinkle asked for clarification that the program would be outside of the labor contract and that if it does not seem to be working in coming years, the Council could change it. **Mayor Pruhs** answered that the ordinance is part of an effort to retain officers and is one of three efforts to help solve the law enforcement staffing challenge.

Mr. Ringstad expressed confusion with the proposed title amendment, stating that the wording seems to compound the confusion rather than rectify it.

Mr. Cleworth stated that he is assuming the plan will be like a whole life insurance plan, where one sees benefits at the end. He stated if that is not accurate, the current title would not be correct.

Mayor Pruhs clarified that the officers, through their union, already have a retirement plan. He stated that the ordinance would establish a separate one through the City of Fairbanks.

Mr. Ringstad explained how the wording of the title gives a different impression.

Mr. Cleworth, with the concurrence of the Second, revised his motion to AMEND Ordinance No. 6253, as Amended, by adding the words “Supplemental Retirement Plan and a” after the words “Establishing a” in the title.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6253, AS AMENDED, BY ADDING THE WORDS “SUPPLEMENTAL RETIREMENT PLAN AND A” AFTER THE WORDS “ESTABLISHING A” IN THE TITLE AS FOLLOWS:

YEAS: Ringstad, Tidwell, Rogers, Sprinkle, Marney, Cleworth

NAYS: None

Mayor Pruhs declared the MOTION CARRIED.

Mr. Cleworth stated that the plan is predicated on the fact that the City will reduce the department by seven positions. He indicated that the only way to make it work is by paying for it outside of the labor contract. He stated that the pitch is to fund the plan through salary savings as a result of staff reduction, and he asked CFO Bell if future budgets will demonstrate the staff reduction. He commented that it feels like an odd way to arrange the finances of such a significant proposal. CFO Bell answered that the next budget will show a reduction of staffing, with the funds for those positions shifted to the line item for benefits, which would include the cost of the plan. **Mr. Cleworth** explained that this raises concerns for potential problems in the future. He stated that many police chiefs in the past have strived to get to the national staffing level, which for the City would be about 42 positions. He explained that over the years, the Council has protected the number of FPD positions by funding them each year, even if it was known that vacancies would remain. **Mr. Cleworth** commented that it is one thing to use current year savings to pay for hiring incentives, bonuses, etc., but this plan involves permanently eliminating positions. He asked what would happen in a few years when there is pressure on the Council to increase staffing because the City is far below the national average. He questioned whether the Council would then need to consider eliminating the program in order to afford more staff. He stated that if he were an FPD officer, he is not sure if this would be the incentive that keeps him with the City. He stated that, under the proposed ordinance, an officer hired in 2020 would not see much benefit right away. **Mr. Cleworth** stated that the Council is voting on something it does not know the mechanics of, which he indicated is difficult for him. However, he acknowledged and appreciated that, if the ordinance passes, the City would be more competitive with Juneau and way ahead of North Pole, which are the two agencies often used for comparison. He commented that he would almost prefer that the union weigh in on the issue before moving forward and questioned whether the Union may prefer a bonus system or a stopgap measure until the collective bargaining agreement (CBA) is reopened. **Mayor Pruhs** responded that he has spoken to the Union, and they are in agreement with the spirit of the ordinance. He stated that the premise is retention, with a goal of a ten-year commitment from officers, fueled by the incentive of this benefit. He stated that with a bonus, officers can leave the City the following year. He emphasized that long-term retention is the goal, and a bonus does not accomplish that. **Mr. Cleworth** asked if the next step would be for the Council to review details on the mechanics of the plan and vote it up or down. **Mayor Pruhs** stated that the next ordinance in the pipeline would outline the details of the plan. He stated that if that plan is not approved, the City would seek another option, but the benefit program would still be authorized by the current ordinance. He commented that the proposed ordinance is separate from a specific plan so that the administration has the approval to proceed, which has already begun with the RFP.

Ms. Sprinkle discussed the numbers of the overall plan, as presented. She stated that the current budget includes 44 positions, and the plan would cut positions to 37. She pointed out, however, that only 29 positions are currently filled. She stated that the City has space to absorb some of the costs. **Mayor Pruhs** confirmed that as the fiscal note shows, without anything else done, the annual savings to the City would be around \$620,000 a year.

Mr. Ringstad spoke well of S. Gallagher who Mayor Pruhs referenced earlier as someone offering to provide advice for the program at no cost to the City. He shared that he has known S. Gallagher for 40 years and has never had a negative comment about his professional ethics. He joked that he

would probably help out for fun, given how his mind works. **Mayor Pruhs** echoed Mr. Ringstad's high praises of S. Gallagher.

Ms. Rogers thanked Mr. Ringstad for his endorsement of S. Gallagher and for his comments regarding his ethics. She asked if it is permissible for the City to seek his help without making the offer available to others. **Mayor Pruhs** clarified that what S. Gallagher will do is provide input to CFO Bell on the RFP and make suggestions for the future as the program evolves.

Ms. Rogers asked Mr. Marney if he could share anything he learned from the conversations he mentioned having had recently with officers. **Mr. Marney** shared the sentiment from one particular discussion that occurred earlier in the day. He stated that the City has a short-term retention bonus for dispatchers, where employees receive a substantial bonus for staying on with a commitment of one year. He stated that younger police officers, who may not be thinking of long-term benefits such as retirement, might prefer something like that. He stated, however, that he trusts FPD management and the Union that they have spoken with younger officers.

Mr. Cleworth expressed uneasiness with the plan. He stated he does not mind voting in favor of the ordinance, because he understands it will come back to the Council later with more specifics. He commented that he does not like the idea of permanently reducing the department by seven positions to fund the plan, because if they want to add staff later, there is no funding source. He indicated that there would be pressure on future Councils to fund the program. **Mr. Cleworth** commented that elsewhere, police departments are shifting more to a system that relies on civilians to perform clerical and statistical work, especially in detective departments, and that the "business is changing." He indicated that he does not want to see the Council locked into something that it cannot revisit, but he acknowledged that the Council has time to continue to hear from the Union and command staff.

Ms. Rogers spoke against using labels for group of people and generalizing comments about how certain groups think, what their perceived priorities are, and so on. In reference to an earlier comment by a Council member, she stated she does not necessarily believe that 40 years of age is when a person starts thinking about certain things, such as retirement. She stated that everyone has individual thoughts and opinions and, while they may agree on certain terms and band together to accomplish something, she does not like the practice of labeling people or making assumptions.

Ms. Sprinkle asked the Mayor to confirm that he has had specific discussions with the FPD leadership and the Union about the program. **Mayor Pruhs** affirmed that the idea came from them.

Ms. Rogers spoke about the individuals in the room and about their diverse backgrounds and experiences. She referenced Mr. Cleworth's comment about other struggling communities that are seeing a shift towards community members and civilians taking over certain duties within police departments. She stated she is confident that those in the audience are great examples of folks working together and coming up with solutions.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6253, AS AMENDED, AS FOLLOWS:

YEAS: Tidwell, Cleworth, Marney, Ringstad, Sprinkle, Rogers

NAYS: None
Mayor Pruhs declared the MOTION CARRIED and Ordinance No. 6253, as Amended, ADOPTED.

DISCUSSION ITEMS (Information and Reports)

a) Committee Reports

Ms. Tidwell stated that she had no committee reports.

Mr. Cleworth reported that FAST Planning met recently and adopted a Congestion Mitigation and Air Quality (CMAQ) plan. He shared that the City was referenced on two items: funding for snow removal equipment, with attachments and several improvements, enhancements, and upkeep items for the downtown parking garage. He stated that the addition of a charging station for electric vehicles at the parking garage is in another part of the CMAQ.

Ms. Rogers thanked Mr. Marney for trading borough meeting nights with her recently and stated that, since he had already attended all his required assembly meetings, he went above and beyond to attend for her. She stated that if any other Council members need to trade an assembly meeting, they can contact her. She shared that she attended the Paul Butler presentation at the Hering Auditorium the previous week and indicated that it was a well-attended and excellent event. She stated she is grateful for the sense of caring that is present in the community and on the Council.

Mr. Marney stated he had no committee reports but that the Explore Fairbanks Board of Directors would meet towards the end of the summer.

Mr. Ringstad stated he had no committee reports.

Ms. Sprinkle shared that the FNSB Chena Riverfront Commission would be visiting the Moose Creek Dam the following day. She announced that the borough has decided to eliminate the Commission's monthly meetings and move to a quarterly meeting schedule. She expressed displeasure about the change and the lack of notice to the Commission; she indicated that other commissioners were also displeased. She stated that two borough commissions will continue to meet monthly, but the frequency for most other commission meetings has been changed to quarterly. **Ms. Rogers** echoed Ms. Sprinkle disappointment with the change made by the borough.

WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

a) Chena Riverfront Commission Meeting Minutes of April 26, 2023

ACCEPTED on the CONSENT AGENDA.

COUNCIL MEMBER COMMENTS

Mr. Ringstad, in response to Ms. Rogers' earlier comment regarding the topic of age, joked, "June, I think the problem is, we still think you're 40."

Mr. Marney stated he is glad that the Council has completed two of the three items in regard to support for the FPD. He stated that he hopes the third item will pass quickly.

Ms. Tidwell expressed appreciation for everyone who had a hand in the Midnight Sun Festival. She stated the turnout was great, and the experience was a wonderful display of the community.

Mr. Cleworth requested that solar panels at Public Works be added as a topic for the next work session.

Ms. Rogers stated she had no comments.

Ms. Sprinkle stated that she looks forward to the report the Mayor will be giving on abatements and asked if any questions the Council has in the meantime should be given to Building Official Clouten. **Mayor Pruhs** replied affirmatively.

Mayor Pruhs shared that he will be out of town for the second regular meeting in August and requested that Mr. Cleworth fill in for him at that meeting.

CITY CLERK'S REPORT

Clerk Snider reminded everyone that the candidate filling period for the two Council seats with terms ending this year will open in July.

CITY ATTORNEY'S REPORT

Attorney Chard stated that he had nothing to report but thanked everyone for their service.

Mayor Pruhs, seconded by **Ms. Sprinkle**, moved to ENTER Executive Session to discuss direction to be given to the bargaining team on wage changes to the current Collective Bargaining Agreement between the PSEA and the City to address recruitment and retention challenges; to discuss the Roberts, et al. v. City of Fairbanks Settlement; and to discuss the IBEW Labor Negotiation Strategy.

Mayor Pruhs called for objection and hearing none, so ORDERED.

Mayor Pruhs called for a brief recess. The Council reconvened in Executive Session following the brief recess.

EXECUTIVE SESSION

- a) Direction to the bargaining team on wage changes to the current Collective Bargaining Agreement between the PSEA and the City to address recruitment and retention challenges (*Executive Session entered at 7:45 p.m. Attendees: Mayor Pruhs, all Council members, Attorney Chard, Clerk Snider, CFO Bell, Chief of Staff Sanders, Chief Dupee, Legal Intern Perez Olivares*)

- b) *Roberts, et al. v. City of Fairbanks Settlement Discussion (Executive Session entered at 8:43 p.m. Attendees: Mayor Pruhs, all Council members, Attorney Chard, Clerk Snider, Chief of Staff Sanders, Legal Intern Perez Olivares)*
- c) *IBEW Labor Negotiation Strategy (Executive Session entered at 9:00 p.m. Attendees: Mayor Pruhs, all Council members except Ms. Rogers, Attorney Chard, Clerk Snider, CFO Bell, Chief of Staff Sanders, Legal Intern Perez Olivares)*

The City Council met in Executive Sessions to discuss the above items. Each item was discussed and direction was given, but no action was taken. The regular meeting resumed at 9:11 p.m.

Ms. Tidwell, seconded by **Ms. Sprinkle**, moved to ADJOURN the meeting.

Mayor Pruhs called for objection and, hearing none, so ORDERED.

Mayor Pruhs declared the meeting adjourned at 9:12 p.m.

DAVID PRUHS, MAYOR

ATTEST:

D. DANYIELLE SNIDER, MMC, CITY CLERK

Transcribed by: CC



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 Renewals

DATE: July 18, 2023

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

Lic. #	DBA	License Type	Licensee	Address
4314	Gallo's Mexican Restaurant	Beverage Dispensary	Northern Lights Business, Inc.	60 College Road
4548	Brewsters	Beverage Dispensary	Restaurant Concepts, LLC	354 Old Steese Highway

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 locations listed above, but **there are no department-recommended protests** for these liquor license renewal applications.

CITY OF FAIRBANKS PUBLIC SAFETY

Event List with Report Numbers

Brewsters

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	06/17/2023 13:21:46	MVC - NO INJURIES -	354 OLD STEESE HWY	O6	NRP	06/17/2023 14:38:47
	06/15/2023 00:51:29	URGENT WELFARE	354 OLD STEESE HWY	O28	NRP	06/15/2023 01:21:04
	06/03/2023 20:49:37	10-36	354 OLD STEESE HWY	S12	NRP	06/03/2023 21:04:08
	05/04/2023 21:24:31	SUSP CIRCUMSTANCES -	354 OLD STEESE HWY	O55	NRP	05/04/2023 21:40:19
	03/31/2023 08:32:34	SI - AOA	354 OLD STEESE HWY	O7	NRP	03/31/2023 08:34:13
	03/23/2023 23:05:27	SUSP CIRCUMSTANCES -	354 OLD STEESE HWY	L3	NRP	03/23/2023 23:43:22
	03/14/2023 12:50:36	10-36	354 OLD STEESE HWY	S11	WARN	03/14/2023 12:56:21
	02/25/2023 19:37:58	VERBAL DOMESTIC DIST	354 OLD STEESE HWY	O55	NRP	02/25/2023 20:15:21
	02/13/2023 21:38:21	SI - FIELD CONTACT	354 OLD STEESE HWY	S5	NRP	02/13/2023 21:41:43
	02/13/2023 00:13:02	PREMISE WATCH	354 OLD STEESE HWY	DESK	NRP	02/15/2023 22:39:59
23000619	02/12/2023 20:42:36	SI - FOLLOW-UP	354 OLD STEESE HWY	O5	RPT	02/12/2023 21:10:17
23000619	02/12/2023 18:44:04	ALARM BURGLARY -	354 OLD STEESE HWY	O5	RPT	02/12/2023 19:48:38
	12/22/2022 19:54:45	TRESPASS/UNWANTED -	354 OLD STEESE HWY	L3	NRP	12/22/2022 20:06:10
	12/22/2022 01:18:38	SUSPICIOUS VEHICLE -	354 OLD STEESE HWY	O16	NRP	12/22/2022 01:32:26
22004495	11/09/2022 15:10:23	THEFT FROM VEHICLE -	354 OLD STEESE HWY	DESK	RPT	11/11/2022 07:04:43
	11/07/2022 16:45:56	TRESPASS/UNWANTED -	354 OLD STEESE HWY	O50	NRP	11/07/2022 16:55:19
22004284	10/25/2022 17:08:23	ASSAULT - DELTA	354 OLD STEESE HWY	O6	RPT	10/25/2022 21:09:27
22004118	10/10/2022 13:57:59	PAST THEFT - BRAVO	354 OLD STEESE HWY	O50	RPT	10/10/2022 14:29:32
	10/08/2022 23:22:35	DUI - PARKED - CHARLIE	354 OLD STEESE HWY	O20	NRP	10/08/2022 23:47:58
	10/05/2022 17:57:24	MVC - NO INJURIES -	354 OLD STEESE HWY	O55	NRP	10/05/2022 18:37:10
22003728	09/12/2022 20:11:32	PAST HIT & RUN - ALPHA	354 OLD STEESE HWY	DESK1	RPT	09/12/2022 20:29:51
	09/06/2022 20:30:25	SI - FIELD CONTACT	354 OLD STEESE HWY	O8	NRP	09/06/2022 20:32:21
	08/29/2022 17:37:55	DISTURBANCE VERBAL	354 OLD STEESE HWY	O50	NRP	08/29/2022 17:57:36
	08/03/2022 13:36:56	DUI - PARKED - CHARLIE	354 OLD STEESE HWY	O50	NRP	08/03/2022 14:06:55

Total Number of Events Listed: **24**

CITY OF FAIRBANKS PUBLIC SAFETY

Event List with Report Numbers

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	03/06/2023 01:27:31	ALARM - INFO/REFERRAL	60 COLLEGE RD	O10	NRP	03/06/2023 01:40:06
	01/05/2023 21:25:40	FRAUD/FORGERY	60 COLLEGE RD	O20	NRP	01/05/2023 21:53:17
	12/27/2022 15:41:01	DISTURBANCE VERBAL	60 COLLEGE RD	O27	NRP	12/27/2022 15:57:23
	11/27/2022 02:08:01	SI - FIELD CONTACT	60 COLLEGE RD	S5	NRP	11/27/2022 02:10:51
	09/18/2022 07:49:45	ALARM BURGLARY -	60 COLLEGE RD	O6	NRP	09/18/2022 08:02:58
	07/15/2022 02:20:50	ALARM BURGLARY -	60 COLLEGE RD	S5	FAB	07/15/2022 02:30:27
	07/14/2022 01:59:01	ALARM BURGLARY -	60 COLLEGE RD	O7	FAB	07/14/2022 02:11:14
	07/09/2022 05:10:55	ALARM BURGLARY -	60 COLLEGE RD	O5	FAB	07/09/2022 05:34:21
	06/25/2022 14:30:51	SUSP CIRCUMSTANCES -	60 COLLEGE RD	S12	NRP	06/25/2022 15:18:44

Total Number of Events Listed: 9

ORDINANCE NO. 6246

**AN ORDINANCE TO REDUCE OVERTIME AT THE FAIRBANKS
FIRE DEPARTMENT AND SECURE ADDITIONAL SAVINGS
AND BENEFITS BY ADDING A BATTALION CHIEF**

WHEREAS, the Fairbanks Fire Department does not have enough administrative positions to do all its needed work; and

WHEREAS, an additional Battalion Chief with the fire prevention division would help the department get caught up on its backlog of building inspections; and

WHEREAS, an additional Battalion Chief with the fire prevention division would provide a second fire investigator for the department; and

WHEREAS, an additional Battalion Chief would allow the department to hire a Deputy Fire Marshal I or II instead of a Deputy Fire Marshal III, saving an estimated \$11,000-\$20,000 per year; and

WHEREAS, an additional Battalion Chief would help the department reduce its forced overtime costs within the officer ranks, saving an estimated \$35,000 per year; and

WHEREAS, having an additional Battalion Chief would allow for additional staffing on large-scale emergency scenes moving the department closer to its goal of meeting NFPA 1710.

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

SECTION 1. That the City of Fairbanks will increase the number of Battalion Chiefs for the Fairbanks fire Department by 1.

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 five days after adoption.

David Pruhs, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas Chard II, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 6246

Abbreviated Title: ORDINANCE ADDING A BATTALION CHIEF

Department(s): FIRE

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 X No

If yes, how many positions? 1

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

II. FINANCIAL DETAIL:

EXPENDITURES:	2023	2024+
SALARIES AND BENEFITS	\$ 82,000	\$ 167,300
OVERTIME	\$ (26,250)	\$ (55,000)
TOTAL	\$ 55,750	\$ 112,300

FUNDING SOURCE:	2023	2024+
GENERAL FUND	\$ 55,750	\$ 112,300
TOTAL	\$ 55,750	\$ 112,300

The Fire Department would like to add a full-time battalion chief to reduce forced overtime costs for officers and to provide someone to oversee the prevention division. The department anticipates additional revenue for building inspections.

Reviewed by Finance Department: Initial mb Date 5/12/2023

Fairbanks Fire Department Fire Marshal Business Plan and Review



**Prepared by: Andrew Cocco, Assistant Fire Chief
Fairbanks Fire Department**

Fairbanks Fire Department (FFD) is a full service all hazard fire department located in the interior of Alaska. FFD is primarily responsible for responses and fire related administrative duties to the City of Fairbanks (COF) and through mutual aid agreements the surrounding areas of the Fairbanks North Star Borough. As an all-hazard fire department FFD is responsible for many aspects of public safety. Some of these activities are to respond to and mitigate emergencies both fire and EMS related. FFD is also tasked with providing fire education and prevention for the COF.

FFD mission is to strive to provide a fire-safe and hazard-free community, by protecting life and property from fire, medical, hazardous materials, and other emergencies.

FFD is managed through direction and funding from the COF city council, mayor, and chief of staff. FFD has a fire chief and assistant fire chief that manage and lead the department. FFD under the chief's is broken down into three different divisions, suppression, training, and prevention. The suppression division is the largest and accounts for most of the firefighters/paramedic inside of FFD. The training and prevention office currently have only one captain each assigned in these roles. We will focus on the fire prevention division for the rest of this document.

As a deferred jurisdiction from the State of Alaska's Fire Marshal's office FFD should/shall conduct inspections for commercial, industrial, institutional, and multi-family residential buildings annually, or every other year depending on occupancy and program resources. Also differed to us in this power is the need to investigate fires that happen within our city limits. This is an extremely important function as well so that fires in our area are properly categorized for origin and if there were any criminal acts that need to be investigated. This mandates that our fire department properly addresses these areas just as the state would. The FFD Fire Marshal's/fire prevention division is vital in the overall mission statement for the department. The goal of the fire prevention division is to manage and conduct all needed, requested, and unscheduled inspections/investigations within the allotted time frame.

Today the fire marshal's office has one budgeted position, and is filled with a captain from the suppression division. This is not ideal as one person cannot keep up with the amount of work that is

needed for the city. The size and complexity of the City of Fairbanks easily could support a FM office of 3-4 persons. Having only one person in this office currently puts a strain on the command staff in FFD since the Fire Chief and Assistant Fire Chief has to pick up the extra work since one person can't do all of the needed tasks in the FM office. With that added workload it puts behind other needed and important tasks that need to be done at the FD. Adding one or two positions to the FM office would place the fire department and our customers in a position for success moving forward. Fire prevention is just that prevention of an emergency, and as such should be pro-active. As it is now FFD is reactive in this division due to a lack of staffing.

When we look at each job function that falls under the fire prevention division it becomes clear as to why one person is not functional. Let's start off with the fire and life safety component of this job. This part of the FM job requires this one person to go out and do community outreach, classes, trainings, school engagements, senior living programs, and many others.

Next there is the code enforcement/inspections part of the FM role. FFD is responsible for approximately 1200 buildings and occupancies that fall under our jurisdiction in the FM office. These range from large commercial buildings like Wal-Mart and Lowe's to small day cares in people's homes. There is a wide and challenging demographic of occupancies to manage in our FM office since each is unique and have different needs. With only one person and the need for most of these occupancies to be inspected on a yearly basis it is all but impossible for that to be done with a one person FM division. Since this part of the process is part of the normal work week for this position it is done during the 40-hour work week. That gives 2,080 hours of work that the FM can do for the entire year. The chart below will show just how re-occurring inspections can take an entire person's year.

Number of Inspections	Time Per Inspection Avg. (hr.)	Hours Spent
1200	2	2400

As you can see the very generous average of two hours per inspection is more than any one person can do with standard work schedule. This does not account for any fire and life safety education duties or investigations of fires. If you add these other tasks that can be very time consuming it is easy to see that one person in this office is not able to be productive regardless of how competent they are.

Number of FLS Activities	Time Per Event Avg. (hr.)	Hours Spent
24	2	48
Number of Fire investigations	Time Per Investigation Ave. (hr.)	Hours Spent
40	24	960
Inspections	Time Per Insp. Avg.	Hours Spent
1200	2	2,400
	Total Hours in One Work Year	Total Hours Needed
	2080	3,408

If this office had two to three positions then you can see how the above numbers could be spread out and make the city more efficient and effective in the fire prevention area. If a second position was added that would add another 2,080 hours of work time that could be added. So with the above examples by adding one more person would look like this.

Number of FM in Office	Normal event hours per year	Hours spent from above
		3,408
One FM (working hours a yr.)	Hours needed on normal events	Hours left for other duties
2,080	3,408	-1,328
Two FM (working hours a yr.)	Hours needed on normal events	Hours left for other duties
4,160	3,408	752 (376 each, 7.23 hr. per week each)
Three FM (working hours a yr.)	Hours needed on normal events	Hours left for other duties
6,240	3,408	2,832 (944 each, 18.15 per week each)

As noted in the charts that adding additional staff makes the required workload more manageable, and will increase efficiencies as well as allow for the staff to not only do the needed jobs but to also allow for the re-inspections and to ensure that inspections and investigations are being conducted thoroughly and not as rushed due to a need to be at the next inspection or other assignment. In the below chart you can see that one person as it is currently would have to do nothing but inspections all day everyday to even come close to keeping up with the needed workflow for just inspections.

Number of FM(s)	Number of Inspections	Number of inspections per week	Hours Per Inspection (avg.)	Total Hours spent on Insp. Each
1	~1000	~20	2	40
2	~1000	~10 each	2	20
3	~1000	~6 each	2	18

Since this one person is also responsible for all of the other jobs as noted above, this is not possible and has shown to be ineffective at doing the day-to-day needs that this office is responsible for.

The City charges an \$85 per hour fee for inspections that the fire marshal's office does during the course of these inspections. With the lack of personnel in that office and from the charts above the city is not able to properly inspect buildings and thus reducing the review that would help make this division most cost neutral. Not all inspections will fall under this fee schedule, but a majority would, and we will look at those numbers next. With a properly staffed fire prevention division the city could easily inspect the buildings each year as needed. Thus, giving the fire department the ability to offset the cost of the

positions in that office. With a two or three person office the fire department would be able to carry out this mission more effectively and be able to bring in more revenue than is possible with one person in that office.

With the ability to get closer to 100% of the needed inspections every year the fire department could capture approximately \$170,000 in revenue that is not currently being recovered because of the lack of the departments ability to do this needed inspections.

There are many needs to have a strong and well-staffed and funded fire department. One of these important missions is in the fire prevention division. The best fire is the one that never starts. This is a vital part of the fire departments commitment to keeping our city safe and should not be left understaffed. With every day that goes past and violations and other fire threats are not discovered or corrected we are exposing our city, citizens, and visitors to great risk of a catastrophic fire event. I hope that this proposal helps you understand the needs and the reasons of why the fire department is such a vital part of the City's future, safety, and long term successes. With out a strong fire prevention office in the fire department it hinders the overall success of the fire department and the City of Fairbanks.

I want to thank you for taking the time to read and consider this highly important topic for our city. I look forward to our discussions and working together to improve our city for all who live and visit here each year.

ORDINANCE NO. 6254

**AN ORDINANCE RATIFYING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF FAIRBANKS AND THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1547**

WHEREAS, in May of 2023, the City and the International Brotherhood of Electrical Workers Local 1547 (IBEW) entered into contract talks to update the Collective Bargaining Agreement (CBA) dated January 1, 2021 – December 31, 2023; and

WHEREAS, the negotiating teams for the City and IBEW have reached a tentative agreement for a replacement CBA, which upon ratification will be in effect from January 1, 2024 through December 31, 2026.

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

Section 1. The attached collective bargaining agreement is hereby ratified.

Section 2. The collective bargaining agreement will be effective from January 1, 2024 through December 31, 2026 once ratified by both parties.

Section 3. The effective date of this ordinance is five days after adoption.

David Pruhs, City Mayor

AYES:
NAYS:
ABSTAIN:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

**CITY OF FAIRBANKS
FISCAL NOTE**

I. REQUEST:

Ordinance or Resolution No: 6254

Abbreviated Title: ORDINANCE RATIFYING IBEW COLLECTIVE BARGAINING AGREEMENT

Department(s): ALL

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:	2024	2025	2026	TOTAL
SALARIES AND BENEFITS [YEAR 1]	\$ 134,500	\$ 134,500	\$ 134,500	\$ 403,500
SALARIES AND BENEFITS [YEAR 2]	\$ -	\$ 138,000	\$ 138,000	\$ 276,000
SALARIES AND BENEFITS [YEAR 3]	\$ -	\$ -	\$ 133,400	\$ 133,400
SALARY INCREASES [POSITIONS]	\$ 68,500	\$ 68,500	\$ 68,500	\$ 205,500
ENGINEER PROJECT RECOVERY	\$ (59,600)	\$ (59,600)	\$ (59,600)	\$ (178,800)
HEALTH CARE CONTRIBUTION	\$ 72,000	\$ 72,000	\$ 72,000	\$ 216,000
TOTAL	\$ 215,400	\$ 353,400	\$ 486,800	\$ 1,055,600

FUNDING SOURCE:	2024	2025	2026	TOTAL
GENERAL FUND	\$ 215,400	\$ 353,400	\$ 486,800	\$ 1,055,600
TOTAL	\$ 215,400	\$ 353,400	\$ 486,800	\$ 1,055,600

The CBA provides 3.0% in Year 1, 3.0% in Year 2, and 2.8% in Year 3; salary increases for Engineers, Public Works Director, and Building Official; contribution of \$200 per month for health care costs; and a cash-out provision for floating holidays. Chief Financial Officer position will shift from IBEW to Fairbanks General Code (FGC).

Reviewed by Finance Department: Initial mb Date 6/30/2023

WORKING AGREEMENT

BETWEEN

THE CITY OF FAIRBANKS

AND

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1547**

**SUPERVISORY, ADMINISTRATIVE, PROFESSIONAL, AND EXECUTIVE
EMPLOYEES**

January 1, 2024 – December 31, 2026

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AGREEMENT BETWEEN

**THE CITY OF FAIRBANKS
FAIRBANKS, ALASKA
(CITY)**

**THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 1547, IBEW (UNION)**

For the purpose of maintaining cordial relations between the City and the Union, as more fully set forth in Article 1 below, the parties hereto do enter into, establish, and agree to the following:

ARTICLE 1 POLICY, PURPOSE, AND EFFECT OF THIS AGREEMENT

It is the policy of the City and the Union to continue harmonious and cooperative relationships between City employees and the City to ensure orderly and uninterrupted operations of government.

The welfare of the City and its employees is dependent largely upon the service the City renders the public. The City values each employee and their contributions to City operations. The City, Union, and employees cooperate to provide efficient, timely, and economical services.

The purposes of this Agreement are:

- A. To promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to prevent avoidable delays and expense, and generally to encourage a spirit of helpful cooperation between the City and its employees to their mutual advantage.
- B. To recognize the legitimate interest of the employees of the City to participate through collective bargaining in the determination of terms and conditions of their employment.
- C. To promote fair, safe, and healthful working conditions and to encourage the growth and development of City employees.
- D. To promote individual efficiency, the highest degree of professionalism, management skill, and service in an atmosphere of mutual respect between the City and its employees.
- E. To avoid interruption or interference with the efficient operation of the City.
- F. To provide a basis for the adjustment of matters of mutual interest and concern by means of amicable discussion.

- G. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement may only be amended during its term by written agreement of the parties ratified by the City Council.
- H. The City of Fairbanks Personnel Ordinance is superseded by this Agreement and, unless specifically referenced herein or unless a section of the Personnel Ordinance is specifically made applicable to all City employees, has no applicability to any Union member.

ARTICLE 2 RECOGNITION

2.1 - Exclusive Bargaining Agent

The City recognizes the Union as the exclusive bargaining agent for collective bargaining with respect to wages, hours, and other terms and conditions of employment for all members of the bargaining unit, consisting of the individuals employed in the job classifications set forth hereafter.

2.2 - Job Classifications and Descriptions

The parties recognize the City's bargaining unit job classifications as listed in Schedule A of this Agreement, the job descriptions for such classifications, and that such classifications are in existence at the signing of this Agreement.

- A. Additional classifications or reclassifications will be included within the bargaining unit or exempt therefrom based on the Alaska Labor Relations Agency criteria.
- B. The City agrees to submit material changes in job descriptions for review and comment by the Union prior to implementing such changes. New job classifications created, or existing job classifications changed during the life of this Agreement must be submitted to the Union for review and comment prior to implementation.
- C. Union comments are due within 5 business days of submission to the Union unless agreed otherwise by the parties. The City shall make a good faith effort to take Union comments into consideration. The City reserves the right to make the final decision regarding such classifications and reclassifications. Only the most recently dated and initialed version of the job description is effective.
- D. Should unresolvable differences as to inclusion or exclusion of additional

classifications or reclassifications to the bargaining unit occur, either party may request that the matter be determined by the Alaska Labor Relations Agency, or its successor.

- E. Any jurisdictional disputes involving another union that may arise because of the action of the parties regarding such classifications or reclassifications will be submitted to the Alaska Labor Relations Agency, or its successor, for resolution.

2.3 - Temporary Employees

The City and IBEW recognize the need for temporary employees to cover prolonged absences of permanent employees, to assist in temporary projects, and to cover limited seasonal needs. A temporary employee will not be called in for more than 180 cumulative days in any calendar year. The City will not hire consecutive temporary employees for the same position to avoid offering a permanent position.

2.4 - Intern Program

The City and IBEW agree to establish and maintain an efficient and effective internship program for students from qualified educational institutions working less than 29 hours per week during the fall, spring, and summer semesters. The purpose of the internship program is to develop, train, and mentor students interested in engineering, accounting, information technology, or construction management fields covered by the existing collective bargaining agreement. The internship program will not displace qualified workers within departments that use interns.

The City will compensate the interns at a rate mutually agreed to by the parties. The City also agrees to contribute, per compensable hour worked, to the Union's Money Purchase Plan equal to the pension and health care contribution requirements. Other benefits will be prorated based on compensable hours worked. If an intern continues to be employed beyond the originally assigned termination date, the intern will be reclassified as a regular employee, retain the intern classification and wage rate and be subject to the terms of this collective bargaining agreement. Initial placement and reclassification as a regular employee will be subject to appropriation by the City Council.

The City and IBEW reserve the right to terminate this program but will not do so without consultation and agreement between the parties.

2.5 - Work-Study Job Training Program

Recognizing the value of the high school work-based earning programs, the parties agree to a partnership program by the City with local high schools for work-study job training. Students participating in work-study opportunities, whereby they work with City employees covered by this CBA, will be exempted from membership in the Union and will not be eligible for wages and benefits as provided under this CBA. Participation in this

program is viewed as a learning opportunity and is not intended to displace staffing levels.

ARTICLE 3 HIRING PREFERENCES

3.1 - Non-Discrimination

The City agrees that it will not discriminate in the hiring or treatment of employees because of race, color, national origin, sex, sexual orientation, age, religion, marital status or changes in marital status, parenthood, disability, genetic information, or union affiliation or activity, or association or political party affiliation and agrees to comply with all applicable Federal and State statutes and regulations prohibiting discrimination.

3.2 - Local Hire Clause

To the extent permitted by law, the City and the Union agree to use the standard referral procedures of the IBEW and to give priority of hire to residents of the Fairbanks, Alaska, area, when such residents possess the requisite skills and abilities and are available for hiring.

3.3 – Nepotism/Fraternization

A person may not be employed when that person is related by blood or marriage to an employee within and including the second degree of kinship if a direct supervisory or direct working relationship would exist.

ARTICLE 4 UNION SECURITY

4.1 - Union Membership

- A. All employees covered under the terms of this Agreement who are not already Union members may make application to join the Union as a full member or become an agency fee payer, but neither union membership nor payment of an agency fee is a condition of employment with the City.
- B. A business representative or shop steward will be allowed to meet with all newly hired bargaining unit employees, without charge to the pay or leave time of the employees, for a maximum of 60 minutes within 7 calendar days from the date of hire, for a new employee orientation.
- C. The City agrees that it will not discourage an employee from joining the Union or becoming an agency fee payer.

- D. The City agrees that it will not encourage employees to resign or relinquish membership in the Union or revoke authorization of the deduction of fees to the union.
- E. The City agrees that it will not disclose home addresses, personal telephone numbers, personal cell phone numbers, or personal email addresses of any employee to any entity other than the Union without the written authorization of the employee.
- F. The Union will not make any representation to any employee that union membership or payment of an agency fee is a condition of City employment.
- G. The Union will not make any representation to any employee that the employee will not enjoy all of rights and benefits afforded under this CBA if they decide not to join the Union or pay an agency fee. However, nothing in this Agreement prohibits the Union from charging a nonmember for the cost of a grievance and/or arbitration filed at the request of the nonmember.

4.2 - Exclusive Negotiations with Union

The City shall not negotiate with any organization other than the Union and its representatives with reference to the terms and conditions of employment of employees covered by this Agreement, except as otherwise provided in this Agreement.

4.3 - Check Off and Payroll Deductions

The City agrees to deduct dues and fees from the wages of each employee covered under this Agreement, as may be authorized by the employee by written assignment. Such deduction will be transmitted to the Union within 15 days following the end of each calendar month.

The Union shall notify the Mayor in writing of a decrease or increase in authorized dues or fees deducted. The City shall then make the appropriate changes in payroll deductions. The City shall remit the employees' authorized Union deductions to the duly authorized representative of Union, together with a list of the names and addresses of the employees from whose pay deductions are made.

The Union, or its designee, shall have the right to receipts from deductions of dues, initiation fees or agency fees, Union-sponsored insurance premiums, and Union-sponsored employee benefits as previously authorized or as may be authorized by the bargaining unit member.

4.4 - List of Bargaining Unit Members

The City agrees to furnish the Union with a roster of all employees working under the jurisdiction of this Agreement upon request.

4.5 - Professional Representation

The Union shall have representatives who are not employees of the City who are authorized to speak for the Union in all matters covered by this Agreement and are permitted to visit any work area at any reasonable time, consistent with operational requirements and with notice to the Mayor.

4.6 - Employee Representatives

The Union shall have the right to designate a representative or shop steward, and an alternate. The Union shall notify the City in writing as to the identity of the designated representative prior to their assumption of duties as representative. In addition to their work as an employee, the representative or their alternate shall have the right to receive complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. The representative shall, in addition to their work, be permitted to perform during working hours such normal Union duties as cannot be performed at other times. The City will not discriminate against the representative about the proper performance of their Union duties provided that such duties are conducted in a timely manner. The representative(s) shall notify their appropriate supervisor where they can be reached before the assumption of such Union duties. The City has established a pay code for Union Business and the stewards will track their time using this code, for all Union Business. The Union shall notify the City within 24 hours as to the appointment or official status change of any Union representative.

4.7 - Negotiating Team

The Union and City negotiating teams will consist of no more than 3 persons per side. Employees who are members of, or advisors to a Union negotiating team, may attend negotiating sessions held during the employees' duty hours without loss of pay, provided that no more than 2 on-duty employees may attend any session without loss of pay. This section will not be construed to limit the number of off-duty employees who may attend negotiating sessions if they make their own arrangements to be away from their duties. This section only limits the obligation of the City to pay on-duty employees for attendance.

ARTICLE 5 MANAGEMENT'S RIGHTS

5.1 – General

The City of Fairbanks is a home rule municipality organized under the laws of the State of Alaska. All rights and powers of the City are expressly reserved to and for the City exclusively, except and unless they are expressly limited by the clear and explicit language of some provision of this Agreement.

5.2 – Subcontracting

The City reserves the right to subcontract any work falling within the scope of this Agreement. An employee whose position is eliminated because of subcontracting must be offered reasonably comparable work within the City at their regular rate of pay and level of benefits. If no such position is available, the affected employee will be given at least 6 months' notice prior to lay-off or severance pay equal to 6 months' pay and benefits minus the amount of notice given. The employee may opt, however, to take 3 months' severance pay in lieu of 3 months of the notice period. Any employee suffering a loss of hours will be made whole by an amount of pay and benefits equal to their reduction in hours for a 6-month period.

An employee laid off because of the City's exercise of its rights under this Section will have the first right of refusal to their former or any equivalent position, in the event either becomes available within the next 12-month period. Disputes as to the comparability or equivalence of any position will be resolved in accordance with expedited arbitration procedures in Article 7. Notification of vacancy pursuant to this Section will be to the Union's Fairbanks business office. The employee's time to respond to such notice will be as set forth in Article 23, Section 2(B).

ARTICLE 6 HOLIDAYS

6.1 – Listing

The following days will be considered holidays with no deductions in pay:

New Year's Day	- January 1
Presidents' Day	- 3rd Monday in February
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- 1st Monday in September
Veteran's Day	- November 11
Thanksgiving Day	- 4th Thursday in November
Christmas Day	- December 25

Two personal floating holidays and such other days as the City Council may fix as additional holidays for all employees.

6.2 - Observance of Holidays

A designated holiday will normally be observed on the calendar day on which it falls, except that employees who are regularly scheduled to work on Monday through Friday will observe the preceding Friday when the holiday falls on Saturday and will observe the following Monday when the holiday falls on Sunday. Normally only those employees designated in advance by appropriate supervision will be required to work on a designated holiday.

6.3 - Working on Holidays

If a non-exempt employee is required to work on a holiday, the City will pay 8 hours straight time pay for the holiday, plus time and a half for hours worked. If a holiday falls during an employee's vacation, the employee will receive holiday pay, at the straight time pay for the holiday and shall not be charged leave time for that day.

Employees will not be paid for holidays occurring while they are on unpaid but approved leave of absence.

To receive pay for an observed holiday an employee must not have been absent without authorized leave on the work day before or after the holiday.

6.4 – Floating Holidays

If any employee has not used their floating holidays by the end of the calendar year, they will be cashed out.

ARTICLE 7 GRIEVANCE/ARBITRATION PROCEDURE

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 to work schedules. Every reasonable effort shall be made by both the City and the Union to resolve grievances at the earliest step possible. In furtherance of this objective, the City and the Union have adopted the following procedure as the exclusive means of resolving differences and disputes under this Agreement.

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 Agreement will not be considered a grievance and will not be submitted to the grievance/arbitration procedure set forth herein. Any dispute concerning commencement or termination of this Agreement will be specifically reserved for judicial review. Grievances may be initiated by the Union or the City as hereafter specified. Where a matter requires resolution on an accelerated basis, expedited arbitration will also be available.

7.1 - Regular Arbitration

STEP ONE –

When an employee has a grievance, the employee, accompanied by a Union Representative if the employee chooses, shall verbally discuss the matter with the relevant immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within 10 working days of when

the employee, if exercising reasonable diligence, would have gained knowledge that a grievance exists. If the grievance cannot be resolved through verbal discussion, the grievance must be reduced to writing, signed by the employee, and presented within 3 working days to the immediate supervisor by a Union Representative. The grievance must state the Article and Section number of this Agreement allegedly violated, the way the employee believes that Section has been violated, and the precise remedy sought. The immediate supervisor shall investigate the grievance and shall indicate in writing their response to the grievance within 5 working days following the day on which the written grievance was received. The written grievance and immediate supervisor's response must then be delivered to the Union, with a copy to the aggrieved employee(s), within 5 working days for further handling at the next step of this procedure.

STEP TWO –

- A. If the grievance is not settled, the union will submit the written grievance and the immediate supervisor's response to the Mayor, or Mayor's designee, with a written statement as to why the response at Step One was not acceptable.
- B. A grievance initiated solely by the Union and not on behalf of an employee will begin at this step and be submitted to the Mayor, or Mayor's designee, in writing within 10 working days of receipt of the response of the immediate supervisor. A grievance initiated by the City will commence at this step and will be submitted to the Union in writing. The Union will have 15 working days to meet with all involved parties in conciliation, to investigate and consider the grievance, and deliver a written response to the Mayor. If the Union rejects the City's grievance remedy, the reason(s) must be stated in the response. Grievances initiated by the Union or the City must state the Article and Section number of this Agreement alleged to have been violated and the way it has been violated. Grievances for which expedited arbitration is sought will also be initiated at this step.
- C. The Mayor, or designated representative, will have 15 working days to meet with all involved parties in conciliation, to investigate and consider the grievance, and deliver a written response to the Business Agent. If the Mayor rejects the grievance remedy, the reason(s) must be stated in the response.
- D. At the parties' meeting, all pertinent facts and information will be reviewed to resolve the matter through conciliation. Where such conciliation efforts are unsuccessful, the grievance may be advanced to arbitration as follows.

7.2 - Expedited Arbitration

Where expedited arbitration is provided for under this Agreement, or mutually desired by the parties, the grievance at issue must be initiated at Step Two and advanced from there to the selection of an arbitrator under Section 7.4.

7.3 - Regular Arbitration/Arbitrator Selection

- A. The moving party shall make demand in writing upon the other party for binding arbitration within 10 working days from the date of delivery of the final response of the Mayor or of the Union. Time for delivery of such demand may not be extended because of unfinished conciliation efforts, unless a written consent to extension is executed by both parties.

The parties agree to request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of 7 names of persons who are available for service as labor arbitrators.

- B. Within 5 working days, from the date of receipt of the list, the City and the Union Representative shall meet and alternately strike one name from the list until one name remains. The side to strike the first name will be chosen by the flip of a coin.
- C. If either party fails, or refuses, to jointly request a list of arbitrators or fails or refuses to choose an arbitrator from such list as provided above, then either party may make a demand or submission to the American Arbitration Association, and the neutral arbitrator shall be appointed in accordance with Rule 12 of the American Arbitration Association Arbitration Rules as are in effect at the time of demand.

7.4 - Expedited Arbitration/Arbitrator Selection

- A. The parties may meet and adopt a list of arbitrators suitable to both parties for use as arbitrators and/or mediators pursuant to this Section. The party proposing a name for the list shall submit biographical information or a resume for that person for the other party's consideration. For selected issues, the parties recognize that a local arbitrator may have better knowledge of local conditions and problems, and there could be cost and time savings by the selection of a local arbitrator. Consequently, the parties will endeavor to include the names of at least 3 local persons on the list. The arbitrators on the expedited arbitration list will not be required to be members of the Federal Mediation and Conciliation Service or of the American Arbitration Association.
- B. Where expedited arbitration or mediation is required by this Agreement, or mutually desired by the parties, within 10 working days of receipt of the demand for arbitration or mediation or another mutually agreeable time, the parties shall meet and select a name from the pre-determined list based upon the following factors in order of priority: 1) the arbitrator's early availability; 2) the background and experience of the arbitrator in the issues to be determined; 3) the aggregate of the travel and per diem expense of the arbitrator; and 4) such other factors as are deemed important by the parties at the time of selection. When the parties cannot mutually agree upon a name that is on the list based upon the

above criteria, then they shall alternately strike one name from the list until one name remains. The side to strike the first name will be chosen by the flip of a coin. In no event will the arbitration hearing be held more than 60 days after a request for expedited arbitration has been made. However, if none of the arbitrators are available within that time, the mutually agreed to arbitrator with the earliest availability dates will be selected.

7.5 - Rules Common to Regular and Expedited Arbitration

- A. The Arbitrator shall consider and decide only the specific issue or issues submitted in writing and shall have no authority to decide issues not so submitted. The authority of the Arbitrator will be limited to the application and interpretation of this Agreement. The Arbitrator shall have no authority to amend, alter, modify, or otherwise change the terms or scope of this Agreement. The Arbitrator is empowered to conduct a formal hearing governed by the procedural rules of the American Arbitration Association, take evidence, issue subpoenas to compel testimony or the production of physical evidence, and issue a written opinion and award.
- B. The decision of the Arbitrator is final and binding upon the parties to the dispute. The final decision of the Arbitrator will be implemented as soon as possible, but not later than 30 days after the final decision is rendered.
- C. The City and the Union mutually agree to have more than one grievance or dispute submitted to the same Arbitrator. Each grievance or dispute may by agreement be submitted to separately convened arbitration proceedings.
- D. The expenses of the neutral Arbitrator will be borne by the losing party. If, in the opinion of the Arbitrator, the positions of both parties were reasonable and neither party can be fairly considered the losing party, then such expenses will be borne equally by the parties.

7.6 - Employee Witnesses

The City and the Union shall bear the expense of their respective representatives and witnesses. Any City employee called as a witness by either side will continue to receive their regular rate of pay while attending a hearing during normal working hours for the witness. Should a hearing be scheduled outside of regular working hours or extended beyond regular working hours, no compensation will be paid by the City for the time outside regular working hours nor will any employee witness be entitled to overtime or premium pay for attendance at an arbitration hearing. The Shop Steward may attend the hearing during normal working hours and continue to receive their regular rate of pay. The parties will in good faith schedule and conduct arbitrations to try to minimize overtime costs and disruption of work schedules or lost productivity.

7.7 - Retroactive Pay

No Arbitrator appointed hereunder has any authority whatsoever to award any grievant any retroactive pay for any period prior to 15 calendar days of when the employee, if exercising reasonable diligence, would have gained knowledge that a grievance exists in accordance with Section 7.1. To the extent this provision may conflict with applicable State or Federal law regarding employee wage or benefit claims, such applicable law will prevail.

7.8 – Discharge

In cases where it is determined an employee was discharged unjustly and without cause, the Arbitrator may order the City to return the employee to their position without loss of pay and benefits. When the employee is reinstated to their position, the employee will be reinstated with no loss of seniority. An employee has the affirmative duty to mitigate damages. All unemployment compensation and all such amounts of money received or available by mitigation of damages will be deducted from any award granted by the Arbitrator.

7.9 – Default

Notice and a ten-working day opportunity to respond will be given before default may be called against either party. In the event either party to a grievance fails to properly answer, respond, or act within the time specified at any step of the grievance procedure, the grievance will be deemed settled against the party that failed to timely answer, respond, act, or appeal. Any of the time limits set forth in the grievance procedure may be extended by written agreement. Grievances resolved by default may not be the basis of establishing precedent on the merits for the resolution of any other grievances.

ARTICLE 8 DISCHARGE AND NOTICE

8.1 - Timely City Notice to Employee

Except for discharges or suspensions for just cause, all permanent employees who have fulfilled probationary requirements must be given 30-days notice of separation, or 4 weeks' pay, computed at the regular hourly rate, in lieu of such notice. Such notice, or pay in lieu of notice, will not be required in the case of terminations or suspensions for just cause.

Temporary employees hired for 21 consecutive days or more shall be given 24 hours notice prior to layoff.

8.2 - Timely Employee Notice to City

All permanent employees who have fulfilled probationary requirements must give the City two weeks' notice before leaving their employment unless mutually agreed beforehand

between the City and the employee. Notation of failure to give proper notice will be placed in the employee's personnel file and may result in the employee being classified as "Ineligible for Rehire." If the employee is a department head, then a 30-day notice is required.

8.3 - Manner of Delivery of Notices

Notices required or allowed by this Agreement to be given to the Mayor will be deemed given when delivered to the Mayor, or when delivered to the Human Resources Director. Notices required or allowed to be given to the Union will be deemed given when delivered to the Union's Business Agent, or when delivered to the secretary or person in charge of the Union's Fairbanks business office. Notices to an immediate supervisor must be personally delivered. Notices to an employee must be personally delivered, or, if an employee is absent from the workplace, will be deemed delivered when placed in the United States mail, postage fully prepaid, certified mail, and addressed to the employee at their mailing address as shown on the records of the City.

8.4 - Termination for Cause

An employee terminated for just cause will not be entitled to severance pay. A written statement of the reasons for termination for cause must be given to the affected employee and their Union Representative. The term "severance pay" does not include accrued leave or other earned benefits.

ARTICLE 9 HEALTH AND WELFARE

9.1 - Health and Welfare

- A. The City agrees to pay each month for coverage for employees working under the terms of this Agreement in the Alaska Electrical Health and Welfare Plan. All new employees will be covered on the first of the month following the date of employment.
- B. The City's contribution will be as provided in Schedule A. The City, as part of the package rate increase, will apply \$.50/hour to health care for each of the three years of this contract or until the package rate fully funds the health care coverage costs. At that time, the hourly package rate increase will cease and those funds will be applied to wages.
- C. The City will contribute \$200 per month to health care outside of the package rate for each of the three years of this contract or until health care coverage costs are fully funded by the package rate. If the difference between the coverage costs and the package rate allocation for health care is less than \$200 the City will contribute that amount. Once the package rate increases described in 9.1.B have covered 100% of healthcare coverage costs, this contribution will

cease.

- D. The Union agrees to allocate sufficient funds from the package rate to comply with the requirements of law regarding minimum and maximum health care funding.
- E. The City, as part of the package rate increase, will apply \$.25/hour to the pension for each of the three years of this contract.
- F. Temporary employees are not eligible for health and welfare benefits from IBEW.

9.2 - Retirement/Pension and Social Security

- A. The City agrees to pay the Alaska Electrical Pension Trust Fund (AEPTF), as described in the Trust Fund Plan Document, dated October 1987, and as amended from time to time, as provided in Schedule A.
- B. In the event Federal legislation is passed which appears to require public employees participating in a private pension plan to also participate in Social Security, the parties shall meet and by agreement, determine how such legislation shall impact this Agreement.
- C. Employees may voluntarily contribute to the Alaska Electrical Worker's Money Purchase Pension Plan. The City agrees to withhold and forward voluntary contributions authorized by the employee.
- D. 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 9.2 will need to be limited to ensure compliance with the requirements of the PPA and any improvement/rehabilitation plan.
- E. Upon notification of a finding of underfunding, the parties agree to promptly meet and confer regarding the adoption of a revised benefit schedule. 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.

- F. 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. Except as may be required by the Employee Retirement Income Security Act of 1974 or other applicable law, 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.
- G. 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.

9.3 - Deferred Compensation

Employees covered by this Agreement will continue to be eligible to participate in any City deferred compensation program. The Union will be consulted prior to any change in deferred compensation plans by the City.

9.4 - Physical Examinations

- A. A yearly physical examination at the expense of the City is offered to employees at their election beginning during their second year of employment. The results of these tests will be confidential between the employee and the examining physicians.
- B. The expense of any physical that is required by the City or by law, at a provider of the City's choice, will be paid by the City. The City will not pay for charges for services that are not reasonable and customary.

9.5 - Fitness to Perform Duties

When in the opinion of the City there arise documented incidents, which raise specific questions as to the physical and/or mental ability of an employee to perform their normal work assignment or their fitness for duty, an appropriate examination, including all relevant substance abuse test procedures, of the employee may be ordered by the City. If such examination demonstrates, in the opinion of the examining physician or specialist, that the employee is physically and/or mentally incapable of performing their normal work assignment or is not fit for duty, the employee may seek a second opinion from a local licensed physician or specialist (whichever the case may demand) of their choice at their own expense. If there is no other physician or specialist within the Fairbanks area from

which the employee may acquire a second opinion, the City will share equally the costs of the employee's second opinion, including related travel costs, so long as the employee goes to a physician or specialist within the Anchorage, Alaska area.

If the results of these two examinations are not in agreement, then a third opinion will be solicited from a physician or specialist (whichever the case may demand) mutually agreeable to the City and the employee. The results of this third examination will be final and binding, subject only to the grievance (appeal) and arbitration procedures described elsewhere in this Agreement. The City shall pay for the first physical and/or mental examination. If the third physician agrees with the first physician, then the employee will be responsible for the cost of the third examination. Otherwise, the City must pay for the cost of the third examination.

9.6 - Drug Testing

The parties agree to be covered by a random drug test policy in the same manner as Federal CDL holders with the City to pay all costs.

9.7 - Unemployment Compensation

The employees covered by this Agreement are entitled to coverage under the Unemployment Compensation Act of the State of Alaska, as amended from time to time.

9.8 - Section 125 Plan

The City agrees to maintain a Section 125 "Flexible Benefits Plan" as a means for employees to pay insurance premiums on a pre-taxed basis and to set aside funds to pay uncovered costs of medical insurance and dependent care as allowed under Federal law.

9.9 - IBEW Legal Trust Fund

Upon notice from the Union that the bargaining unit has elected to participate in the IBEW Legal Trust fund, the City shall deduct 15 cents per compensable hour for each bargaining unit employee. The City will forward funds deducted under this Section to the Union via the monthly report provided to the Alaska Electrical Trust Fund on or before the 15th day of the month following the month in which the deductions were made. The Union agrees to hold harmless the City from any claim arising out of this deduction process except that of ordinary diligence and care in the forwarding of funds deducted under this Section.

ARTICLE 10 WORKING CONDITIONS

10.1 - Work Week

- A. Members of this bargaining unit are professional, executive, and/or administrative employees, some of whom are exempt from receiving overtime,

and as such are required to work enough hours to perform their job duties.

- B. Flexible workweek and workday schedules will be fully considered and used with the mutual consent of the City and employee, including work beyond 8 hours a day and work on more than 5 days.
- C. Non-exempt employees shall receive overtime for all hours that exceed 8 hours per day or 40 hours per week. Employees working a flex schedule are an exception to this rule, whereby overtime will be paid for hours more than the established daily flex schedule or 40 hours per week. No employee will work any overtime or any hours outside the employee's normal schedule without the prior approval of the Department Head. If Management directs an employee to work a scheduled non-standard workweek, e.g., Tuesday through Saturday, then that employee will be compensated at a rate of 1.5 per hour for the work performed on the weekend. This will not apply to employees who ask for a flexible schedule, only to management directed alteration of the work schedule.
- D. Employees called back to work by their Department Head after leaving work will be employed for a minimum of 2 hours or credited with a minimum of 2 hours of work towards the 8 hours for that day or 40 hours of work for that week.
- E. Unless mutually agreed otherwise, an employee called into work outside of their regular shift will be allowed to work all hours of the regular shift on the day called in.

10.2 – Job Share

The job share program is designed to retain the valuable services of qualified employees through two employees sharing a single budgeted position. Availability and approval for job share opportunities will be at the sole discretion of the Mayor and affected Department Head.

- A. Job sharing is defined as two employees qualified for the same classification sharing one position. Job share opportunities will be based on a schedule to be approved in advance by the Department Head.
- B. If a job share employee separates or successfully bids into another classification, the remaining employee will have the option of reverting to full-time or requesting that the job share position be bid. If no other job share employee is hired into the position, the employee will be expected to resume full-time work status.
- C. Personal leave accrual will be prorated based on the hours worked.
- D. The employee scheduled on a holiday will observe the holiday. The employee not scheduled will not be compensated for the holiday. Each employee shall be

entitled to one personal floating holiday per year.

- E. Alaska Electrical Health and Welfare Plan premium contributions will be paid for the active employee only. The inactive employee will have all benefits suspended during their job share inactive time including the use or drawdown of any accumulated personal leave.
- F. The employee who is not actively working may elect to receive COBRA benefits under the Alaska Electrical Health and Welfare Plan.

10.3 - Pay Periods

Paydays will be established covering payroll periods from the 1st to the 15th day of the month, paid no later than the end of that month inclusive, and from the 16th day of the month to the last day of the month, paid no later than the 15th of the following month inclusive, except when payday falls on Saturday, Sunday, or a holiday. If payday falls on Saturday or Sunday, unless preceded by a recognized holiday, payday shall be on Friday. If payday falls on a recognized holiday, payday will be on the day prior to the holiday, unless the recognized holiday is Monday, in which event payday will be on the Friday prior. The City reserves the right to establish a 26-pay period/year pay period. Each check will have a stub, or duplicate, itemizing all legal and authorized deductions, hours worked, rate of pay for straight time and, if applicable, overtime hours worked. If an employee is not paid on the established payday, they will receive 8 hours pay at the straight time rate for each 24-hour period until they receive their paycheck. Acts of God are the exception to this article.

10.4 - Revocation of Driver's License

Certain jobs within this bargaining unit require a valid driver's license in the performance of their job duties. Loss of this license may result in termination or suspension during the period they do not possess a valid license. The City, however, shall make reasonable efforts to accommodate the employee's loss of driving privileges. No employee may be deprived of pay or seniority based upon the revocation of their driver's license for a violation or violations of the law which result from the direct orders of their superior to specifically commit such violation or violations.

10.5 - Work Environment

The City will make every reasonable effort to provide adequate ventilation, temperature controls, sanitary facilities, and privacy. In the event these standards are not maintained, the employees affected will not be penalized for any loss of productivity arising out of these conditions.

10.6 - Bulletin Boards

The City shall furnish bulletin boards in each work area. Such bulletin boards are to be

used for notices to employees given by the City, the Union, the Department of Labor, and other governmental agencies. Neither the City nor the Union may post or allow the posting of materials which are inflammatory in nature, insulting, or in poor taste. Existing bulletin boards may be used instead of installing new ones.

10.7 – Indemnification

In the event any action or claims are made by a person or entity against any employee, or their estate, for actions done while in the scope of City employment, the claim will be defended by the City and any liability incurred by the employee or estate as a result will be paid by the City, provided that, any actions or claims, defense of liability resulting therefrom will not be paid by the City if the action or claim(s) are based upon acts or omissions of the employee resulting from recklessness, gross negligence, or intentional misconduct. In the event the City Council may by ordinance enact indemnification provisions that provide added protections to employees, such indemnification provisions will apply to this bargaining unit.

In the event the City resolves an action or claim involving an employee for purely pragmatic reasons not involving any misbehavior by the employee, the City will issue a letter to the employee stating the reasons for the settlement, with a copy to be placed in the employee's personnel file.

ARTICLE 11 PROBATION

11.1 – Object

The probationary or working test period is an integral part of the hiring and employment process. It will be used to secure the most effective adjustment of a new or promoted employee to their position, to allow the City and the employees the opportunity to consider their ability to make a long-term commitment, and for the City to reject any employee whose performance does not meet required work standards.

11.2 – Duration

The probationary period will be 6 months for all employees covered under this Agreement. The duration of any type of leave will not count towards the 6-month probationary period. A promotion or transfer could trigger additional formal probation period not to exceed 90 days. Likewise, the City may elect to return the employee to their former position during the same time without cause and without penalty to the employee. But for this one exception, a transferred or promoted employee retains all rights and entitlements. Also, any promoted or transferred employment must be apprised of formal probationary period prior to accepting the promotion or transfer.

11.3 – Dismissal

During the probationary period the Mayor may remove an employee who is unable or

unwilling to perform the duties of the position satisfactorily or whose habits and dependability do not merit their continuance in the service. Any employee removed during the probationary period does not have the right to appeal to arbitration. Likewise, a probationary employee may elect to sever the employment relationship during this period without any penalty or adverse reflection on their record.

ARTICLE 12 EMPLOYEE RECORDS

12.1 - Examination of Records

Every employee covered by this Agreement has the right to examine all records pertaining to them on reasonable demand, subject to the availability of the Human Resources Director or other employee(s) authorized to produce such files. In no event will an employee be caused to wait more than 8 working hours. The City shall make available original records or copies of the original records for examination by an authorized Union Representative having written authorization of the affected employee(s) upon 24 hours notice from the Union, weekends excluded. The City, the Union, and the affected employee agree to periodically meet to review documents that relate to “stale” matters when the employee has successfully resolved the problem.

The City agrees to make available to the Union Business Agent, or appointed representative, individual payroll records, when requested of employees covered by this Agreement and upon receipt of written authorization from affected employees.

12.2 – Work Time Records

Work time records of employees will not be changed without consulting with the employee involved, except where time is of the essence. In such cases where the City must change a work time record, consultation with the employee will occur at the first reasonable opportunity. Copies of the employee's work time records will be made available by the City for inspection by the employee or Union Representative during working hours. In the event the employee disagrees with the City's change, even after consultation, the disagreement may be submitted as a grievance for resolution in accordance with Article 7.

ARTICLE 13 EQUIPMENT AND CLOTHING

13.1 – Clothing

The City agrees to provide work gloves, rubber boots, coveralls and such other protective clothing to be determined by the Mayor, or designated representative, and as required by State and Federal Safety regulations, for use by members as duties require.

13.2 - City Issued

Employees who are issued equipment for City use will have that equipment receipted to them and will be responsible for its proper use. When the equipment issued becomes damaged, broken, unsafe, or unserviceable, it must be turned in to the City to be repaired or replaced. Employees shall use all reasonable means to protect and secure all City property, equipment, and supplies.

13.3 - Personal Property

In the event the Mayor approves, in writing, the use of an employee's personal property during such employee's normal duties, the City shall reimburse the employee for the repair or replacement of said personal property. The employee, however, will not be reimbursed for the consequences of their own gross negligence or willful misconduct.

13.4 - Improved Equipment

The City shall try to provide employees with equipment that will allow the employees to work efficiently and improve productivity, e.g., computers, word processors, vehicles, and all other equipment and instruments necessary to perform the work. In the event such necessary equipment is not provided, the employee(s) affected will not be penalized for any loss of efficiency or productivity that may result.

13.5 - City Property

Upon termination of employment, each employee shall return to the City any property of any kind belonging to the City, no later than the time at which the employee is paid all wages and other sums due under this Agreement.

ARTICLE 14 SAFETY

All work should be executed in a safe and proper manner. The Alaska Occupational Safety and Health Standards will serve as minimum standards.

The City shall furnish and provide adequate training in the use of such safety equipment as is necessary for the safety of the employee. Safety devices and first aid equipment as may be needed for safety and proper emergency medical treatment will be provided and be available for employees working under adverse conditions.

ARTICLE 15 EDUCATION, TRAINING AND TUITION

15.1 - City Provided

The City shall provide education and training necessary for an employee to maintain professional licenses or certifications required by law. City-required education and

training will be provided at the City's expense. The actual and necessary expenses incurred by employees for approved official travel outside the City of Fairbanks because of such education and training will be paid pursuant to Article 19, Travel and Per Diem. The provisions of Section 15.2 will not apply if the employee is required by the Mayor, or Mayor's designee, to attend training or education. The parties agree that reimbursement responsibility will be made clear prior to education and training.

15.2 - Employee Requested

An employee may wish to obtain education or training in addition to that provided by the City under Section 15.1. To obtain a tuition refund or reimbursement for any other conference or seminar (tuition), education or training costs and fees, including travel and accommodations, employees must first obtain prior written consent of the Mayor. Where such consent has been provided and upon proof of successful completion of the education or training, the City shall give the employee administrative leave for travel to and from, as well as attendance at, the conference or seminar and shall refund 100% of tuition paid for such education or training. The City shall also reimburse the employee for any pre-approved reasonable costs, fees, or travel expenses paid by the employee in connection with such education or training. Reasonable costs, fees, and travel expenses reimbursed for travel outside the City of Fairbanks will be as described in Article 19, Travel and Per Diem.

The employee whose educational or training request has been granted shall sign an agreement providing that any refund or reimbursement will be returned to the City on a prorated basis in the event of voluntary termination within 360 calendar days. Involuntary terminations or separations involving medical reasons will not require refunds to be returned.

ARTICLE 16 WAGES

16.1 - Wage Classification and Salaries

The wage rate, which is the package rate minus allocations for benefits, for the classifications is shown in Schedule A. The City is not precluded from paying a higher wage rate than Range "E", or annual bonus as it finds necessary for superior performance to any of the employees covered by this Agreement. (See text accompanying Schedule A, Section 3).

- A. Newly created classifications, temporary, and intern employee wage structures will be mutually established by the City and Union assessed by the knowledge, skills, and abilities of the individuals.
- B. The parties recognize that computing a full package rate, in which actual wages, health care and pension costs are computed based on annual compensable hours, is a more accurate method of reflecting the actual cost to the City.

- C. For each year of this contract the City will increase the members' package rate by the percentage of the average of the prior three years Anchorage CPI rate with a minimum increase of 1.5% and a maximum increase of 3%.

Examples: 3-year average less than 1.5%, City pays 1.5%; 3-year average greater than 3%, City pays 3%; average between 1.5% and 3%, City pays the actual average increase.

- D. See Article 9.1 for health care/pension contributions to the package rate.

16.2 – Pay for Temporary Assignments

Under ordinary circumstances, the City agrees to use employees within their own CBA and classification. When an employee is required to assume the duties of another position more than 5 days, the employee will be paid 4% extra starting after 5 days.

16.2.1 – Compensation for Service as Acting Department Head

When a Department Head is on personal leave and unavailable for more than 12 hours to physically respond to the work if needed, another employee will be appointed by the Mayor or Mayor's designee as Acting Department Head. The added duties of this assignment include performance of all duties of the Department Head, including appearance at inter-agency meetings and taking responsibility for overall operations of the Department. While serving as Acting Department Head, the employee will receive the Range E rate of pay for the Department Head. All overtime will be at the employee's regular rate of pay, as Department Heads are not eligible for overtime. Any leave cash out will be at the employee's regular rate.

16.3 - Compensatory Time

A. Exempt Employees.

Compensatory time is time off made available to an employee who has worked more than 40 hours per work week because of their attendance at such things as mandatory meetings, actual callouts, evening work on special projects, the completion of which is not feasible during the ordinary workday or workweek, or other similar functions. The accrual and use of compensatory time will be pre-authorized and administered in the manner set forth by the Mayor, as amended from time to time.

B. Non-Exempt Employees.

Non-exempt employees who are eligible for overtime may elect to accrue compensatory time at the rate of 1.5 hours for each hour worked. Compensatory

time will be used in the same manner as annual leave per Article 20.

C. Compensatory Time Balances.

No balance beyond 240 hours may be accrued with the exception of public safety employees, whom by law, may accrue up to 480 hours. Any amount of compensatory time accrued by special assignments beyond the 240-hour limit because of this exception must be approved by the Mayor or Mayor's designee and used within 6 months of the date it was earned, beyond which time any amount remaining more than 240 hours will be cashed out. Exempt employees will lose any amount over 240 hours. No employee covered by this CBA may accrue over 480 hours.

16.4 - Court Appearance

Employees required for court, because of actions performed for the City in the line of duty, will suffer no loss in regular earnings but will be compensated during their service at the employee's rate of pay if on-duty. Any witness fees will be turned over to the City. If members are off-duty, they will receive pay or compensatory time at the appropriate rate with a 2-hour minimum being paid or credited.

**ARTICLE 17
PERFORMANCE EVALUATIONS**

Employees in the bargaining unit, on probationary status, will receive written performance evaluations midway through and at the completion of the probationary period. Regular employees may be evaluated as the need arises or as requested by the employee. Employees will be given at least 10 working days prior to finalization of any evaluation to make a written rebuttal, which will become a part of the employee's official personnel record.

**ARTICLE 18
FILLING OF VACANCIES**

18.1 - Promotional Opportunities

The parties understand and agree that hiring and promotional decisions will be made based on merit and fitness. Where merit and fitness are equal, the greater seniority of one applicant over another will be considered an additional qualification. Preference may be given to the acting appointee for the vacant position pursuant to Article 16, Sections 16.2 and 16.2.1 of this Agreement.

18.2 - Vacancy Promotions

When a vacancy occurs, or a new position is created pursuant to this Agreement, the Mayor or the Human Resources Director shall post vacancy announcements which will

include a job description, salary information, and a complete list of all factors or criteria, including but not limited to education, training, and experience that will be considered in making the job award. The announcement will also state whether a formal written application is necessary and where and when such application can be obtained.

Vacancy announcements must also specify the position's opening date, a job description and title, and any other pertinent information or requirements, together with the closing time and date of the application period. Copies of all such notices will also be provided to the Union's Fairbanks business office.

Temporary employees may apply to internally advertised permanent positions.

18.3 - Application Procedure

Where applications are to be made for any vacant or newly created position within the bargaining unit, application forms will be made available from the Human Resources Office.

18.4 – Rights

Employees offered and who accept a promotion or transfer into a vacant or newly created position will be placed at the appropriate level or step given their current level of service and compensation. For all transferred or promoted employees, length of service will remain unbroken and all accrued benefits will remain unchanged.

18.5 - Promotions/Transfers

Any employee may refuse a permanent, non-disciplinary transfer to a lower or comparable rank or classification or a promotion to a higher rank or classification. Such refusal will not be the basis for discipline or any other adverse action including but not limited to: leave, training or reimbursement request denials, an otherwise unwarranted demotion or transfer, changes in work assignments, work location, or support personnel.

ARTICLE 19 TRAVEL AND PER DIEM

19.1 - Official Travel Outside City of Fairbanks

Business travel shall be governed by the current City Travel Policy, as adopted by the Mayor. Employees' time spent at official conferences, meetings, or training sessions is compensable. If the employee is unable to return to the normal workplace, a full 8 hours of compensable time is earned. Should the actual training or meetings exceed 8 hours, all time spent is compensable.

The City will fully reimburse the employee for travel, lodging, parking, and other required expenses. The City will use the State of Alaska per diem rates for all travel meals and

optional items.

19.2 - Use of Personal Vehicles

Employees are not authorized to use their privately-owned vehicles for City business. However, when members are authorized by the City in writing to so use their private vehicles for official business, reimbursement for such use will be at the rate allowed by the Internal Revenue Service. In the event the employee is required to respond to a problem or emergency after regular work hours, the employee may use their personal vehicle to go directly to and return from the site of the problem or emergency and be reimbursed at the rate allowed by the Internal Revenue Service.

ARTICLE 20 PERSONAL LEAVE

20.1 - Personal Leave

A. Employees accrue leave according to the following schedule:

0 to 24 months of service:	160 hours per calendar year;
25 to 60 months of service:	200 hours per calendar year;
Greater than 60 months of service:	240 hours per calendar year.

B. Leave Cap -

A cap of 600 hours will be placed on leave. If any employee has over 600 hours of leave at the end of the calendar year, then the amount over 600 hours must be cashed out.

C. Grandfather Clause-

On Dec 31, 2020, those employees that have over 600 hours in their leave bank have five years to cash it out or take their leave to reduce the balance to 600 hours or less. After five years, Dec 31, 2025, all leave over 600 hours must be cashed out.

20.2 – Leave Requests

Scheduled personal leave may 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 must notify the supervisor as soon as possible.

20.3 - Termination Cash Out

Upon termination of any employee covered by this Agreement, the full value of all accrued personal leave must be paid at the employee's then-current rate of pay. The City will make pension contributions on all compensable hours.

20.4 - Draw Down of Personal Leave

Subject to the "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 Mayor or Mayor's designee. The cashed-out hours will be paid on a separate check due at the same time as the employee's next regular paycheck. Cash outs will be subject to union dues, and the City will make pension contributions on all leave cash outs.

LEAVE USAGE. 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 without Mayor or Mayor's designee approval.
- Over 200 hours: 100% cash out value.

20.5 - Personal Leave Donations

The parties recognize that it is desirable from time to time to have a means for employees to assist other City employees in time of need. Employees may donate leave in accordance with City policies.

The City does not require the recipient of leave donations to first exhaust their own leave bank to zero.

20.6 - Expiration of Accrued Personal Leave

An employee who exhausts accumulated personal leave may request leave without pay, which may be granted at the discretion of the Mayor in accordance with Section 21.6 of this Agreement. In exercising such discretion, the Mayor may require a report from the employee as to their expected time to return to work. The employee may also be required to submit to their supervisor a monthly report affirming the nature of the absence.

20.7 - Seniority Rights During Illness or Disability

Seniority rights accrued by an employee up to the date of commencement of a sickness or disability which requires absence from work will not be lost during any period of approved absence due to sickness or disability. Additional seniority rights will not accrue during any period of leave without pay attributable to a non-work-related sickness or disability, except as provided for under the parental leave provisions of this Agreement.

20.8 - Job-Incurred Injury or Illness

In the event of a job-incurred injury or illness within the coverage of the Alaska Workers' Compensation Act in effect at the time of injury, the employee's position will be held for such employee until it has been established that the employee will be unable to return to work or one year, whichever is sooner. An award to the employee of Workers' Compensation Permanent Disability will be deemed to establish that the employee will be unable to return to work unless the employee, by 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 comply with all requirements of the Alaska Workers' Compensation Act. The employee shall be required to submit to their supervisor a monthly report from the attending physician. An employee may choose to use personal leave to supplement income during times of Workers' Compensation leave, provided that total net compensation is equal to or less than the employee's regular compensation.

20.9 - Light or Limited Duty

In the event of an injury precluding the employee from returning to full duty status, the City and the Union shall mutually establish the scope of the employee's adjusted duties and adjusted rate of pay, with the employee's physician's approval of the adjusted duties. The employee's regular rate of pay will be reinstated by the City upon receipt of a doctor's full work release.

20.10 – Employee Breaks

All employees shall be allowed one 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.

ARTICLE 21 OTHER APPROVED ABSENCES

21.1 - Family/Medical Leave

The parties shall comply with the Alaska Family Leave Act (AS 23.10.500-.550; AS 39.20.305) and the Federal Family and Medical Leave Act (Public Law 103 - 3).

21.2 – Elections

All employees shall be given the necessary time off, without loss of pay, for the purpose of voting when the polls are not open at least 2 hours before or after the employee's scheduled hours of work.

21.3 - Jury Duty

Employees required to serve on jury duty will suffer no loss in regular earnings but will be compensated during their service while serving such jury duty, provided, however, that any jury duty pay received is turned over to the City by the employee. It is agreed that an

employee reporting for jury duty who is then released for the day will return to work for the rest of the work shift.

21.4 - Funeral Leave

An employee may use personal leave or leave without pay to attend a funeral, when approved by the Mayor.

21.5 - Military Service Leave

Military leave means training and service performed by an inductee, enlistee, or reservist, or any entrant into a temporary component of the Armed Forces of the United States and the time spent reporting for and returning from such training in service, or if a rejection occurs, from the place of reporting for service. It also includes active duty training as a reservist in the Armed Forces of the United States or as a member of the National Guard of the United States, where the call is for mandatory training only. A copy of the employee's Orders must be provided to Payroll.

- A. **Eligibility.** Any permanent employee who leaves the City service for compulsory military duty will be placed on military leave to extend through a period of 90 days after their release from the service. Also, a permanent employee shall be granted a leave of absence for the purposes of being inducted or otherwise entering military service. If not accepted for duty, the employee shall be reinstated in their position without loss of status or reduction in pay.
- B. **Restoration.** An employee returning from military leave will be entitled to restoration to their former position, provided the employee makes application within 90 days after their release from duty and is physically and mentally capable of performing the duties of the position involved. If the position the employee vacated no longer exists at the time they are qualified to return to work, such person will be entitled to be reemployed in another existing position of the same class without reduction in pay or loss of status. Disputes as to the employee's fitness will be resolved through expedited arbitration. In accordance with applicable State and Federal laws and regardless of any language or provision of this Agreement to the contrary, there will be no adjustment of an affected employee's anniversary date for seniority or longevity purposes.
- C. **Disposition of Vacation Leave.** An employee who leaves the City service for such military leave without pay may elect to be paid for any accrued leave they may be entitled to as if they were actually separating from the City service. The employee's decision will be noted on the personnel action form effecting the leave. If the employee elects not to be paid for such leave, the accrued leave credits will be reinstated upon return of the employee to the City service.
- D. **Military Reserve Training or Emergency National Guard Service.** Any employee who has completed their probationary period and who is a member of any

reserve component of the United States Armed Forces will be allowed leave of absence for required training or duty for a period not exceeding 120 work hours during any one calendar year. Such military leave will be with pay if all military pay the employee receives for the duties performed on such leave is paid to the City. The Mayor may authorize additional periods of military leave in the event of employee hardship in the event of prolonged involuntary military service.

21.6 - Leave Without Pay

After completing their probationary period, permanent employees may be granted leave without pay.

Requests for leave without pay will be made in writing to the Mayor. Approval of such leave requests will be made on an individual basis. Where service requirements permit and where the employee has demonstrated a serious and legitimate need, approval will not be unreasonably withheld. Cost of such request will be a factor in such determination.

While on leave without pay, seniority and personal leave will not accrue. Longevity credits for completing probation and pay anniversary date will also be suspended during any period of leave without pay.

Where leave without pay is granted, the employee will first use their accumulated personal leave.

During an approved leave of absence, an employee's position may be filled by assigned or temporary employees. At the expiration of any period of leave without pay, the employee has the right to and will be reinstated to the position vacated.

21.7 - Union Leave

A regular employee elected or appointed to a position as a full-time Union official will be entitled to a maximum of 30 days leave of absence from the City to fill their Union position. During such leave of absence, the employee will have the right to elect, without penalty, to return to their former position with the City. In the event such election is made, the employee's anniversary date will be adjusted for any period of leave without pay in accordance with Section 21.6. In the event the employee does not elect to return to their former position by the end of this 30-day period, the employee will forfeit their seniority with the City. Upon termination of their position with the Union at any time after expiration of this 30-day period, said employee shall be given the first option, for a period of 3 years, in filling a vacancy which may occur in the department or classification in which they were formerly employed or for which they are otherwise qualified. The Union shall notify the City when the employee has terminated their Union position. Notification of vacancy pursuant to this Section will be to the Union's Fairbanks business office. The employee's time to respond to such notice will be as set forth in Section 23.2(B) - Notice of Recall.

ARTICLE 22

SENIORITY

22.1 - Definition of Seniority

There are two types of seniority for members of this bargaining unit:

- A. Seniority is total length of service the member of this bargaining unit has worked for the City without separation, without regard to prior bargaining unit(s), subject to adjustment as set forth in this Agreement.
- B. Classification seniority is the length of service of the employee in the job classification with the City, subject to adjustment as set forth in this Agreement.

22.2 - Termination of Seniority

- A. Seniority will be terminated upon:
 - 1. Discharge;
 - 2. Resignation;
 - 3. Layoff for a period of 2 years or more (or 9 months in the case of medical incapacity due to non-job-related injury or illness), or inability to return to work from a job-incurred injury or illness of 2 years or more as provided for in Section 20.8;
 - 4. Failure to respond in a timely and/or prescribed fashion to notice of recall; or
 - 5. Failure to return from an approved leave of absence on the stipulated date of expiration, or any unapproved absence from work without advance City approval in the absence of a legitimate and verifiable explanation.
- B. Seniority will not be interrupted by:
 - 1. Periods of approved leave, except as set forth in Section 21.6 - Leave Without Pay;
 - 2. Workers' Compensation Leave, up to one year;
 - 3. Military Leave;
 - 4. Family/Medical Leave as set forth in Section 21.1; or
 - 5. Active military duty when recall for such duty is beyond the control of the employee.

ARTICLE 23 LAYOFF

23.1 - General Provisions

- A. Layoff(s) will be made by classification, starting with the least senior member in

the classification. A layoff of not less than 12 months, during which the employee returns to work at the first opportunity, will not be considered a separation. Seniority credits for purposes of completing probation, pay anniversary date and the accumulation of leave benefits will be suspended during the period of layoff.

- B. An employee receiving a layoff notice (the “noticed employee”) has 5 working days to notify the Mayor in writing of the employee’s intent to displace (“bump”) another employee in this bargaining unit with less seniority in the same or lower classification within the City. The Mayor will approve the displacement if (a) the Mayor finds that the noticed employee has the qualifications, skills, training, and experience to perform the work duties of the other employee, and (b) if the noticed employee has worked continuously for the City, regardless of bargaining unit status, longer than the other employee. If the Mayor approves the displacement, the noticed employee will be transferred to the other employee’s classification, at the pay rate of the other employee. The displaced employee will then be given notice of layoff and may invoke the displacement process if eligible.

23.2 - Recall

- A. Procedure. Upon layoff, the laid off employee will be placed on the layoff list for that classification group from which the employee was laid off, and for the bargaining unit. Recall rights exist for 1 year from the effective date of layoff.
 - 1. The classification layoff list will be ranked in inverse order of layoff. The recalled position will be offered to the first employee on the classification layoff list.
 - 2. If the classification layoff list is exhausted and/or eligible employee(s) decline appointment or are not available, then the position will be offered to the employee with the most seniority of those employees on the bargaining unit’s layoff list that possess the required skills and abilities.
 - 3. If the bargaining unit’s layoff list is exhausted and eligible employee(s) decline appointment or are not available, then the position will be offered to the employee with the most City seniority of those employees on the bargaining unit’s layoff list. To receive recall notice from the bargaining unit’s layoff list, the employee must provide written notice to the City at the time of layoff of interest and possession of skills and abilities to perform the available jobs. The City shall exhaust the bargaining unit’s layoff list.
 - 4. The laid off employee must have the skills and abilities to perform the position for which they are recalled. Vacant positions which are to be filled may be filled through promotion provided no employee is on layoff from the classification. However, the vacated position may subsequently be filled only in accordance with this Article.
 - 5. If an employee is recalled to a position in which they have attained regular status, the recalled employee will be appointed to that position as

a permanent employee. If an employee is recalled to a position in which they have not attained regular status, the recalled employee will be appointed to that position as a probationary employee.

- B. Notice of Recall. Notice of recall will be sent to all laid off employees at their last known address by restricted delivery certified mail and by certified mail to the Union's Fairbanks business office. The employees on the recall list shall, within 10 working days after receipt of the recall notice, notify the City in writing as to their decision regarding the recall offer. The employee at the top of the recall list shall have the first opportunity to accept the position provided they possess the qualifications for the position being recalled. If the City does not receive notice as required above from the employee first eligible for recall within the 10 working day period of when the recall notice was postmarked, then that employee goes to the bottom of the recall list, and the next individual on the list who responded to the notice of recall and who possesses the qualifications for the position will be offered the position. If none of the individuals on the list who respond possess the required skills and abilities, the City may implement a recruiting process pursuant to Article 18, Filling of Vacancies.

ARTICLE 24 NO STRIKE OR LOCKOUT

24.1 - No Strikes

The Union agrees that during the life of this Agreement it will not sanction, authorize, initiate, aid, or encourage any work stoppage, slowdown, "sick-out", refusal to work, or strike against the City.

24.2 - No Lockouts

The City agrees that during the term of this Agreement there will be no lockouts.

24.3 - Violations

Any alleged violation of this Article, whether by the Union or the City, may be submitted to the Alaska Labor Relations Agency as soon as possible.

ARTICLE 25 SEVERABILITY

In the event any term or provision of this Agreement is found to be in violation of law or not to comply with administrative regulations or requirements, or is otherwise unenforceable, the remainder of this Agreement will continue in full force and effect and will be interpreted in a manner consistent with the spirit and purpose of this Agreement. In the event a provision is found to be contrary to law or to not comply with administrative regulations or requirements or is otherwise unenforceable, either the City or the Union

may demand renegotiation of such unlawful or non-complying provision in a manner which will be lawful or compliant. Any such demand must be made within 60 days from the date on which the provision was held to be contrary to law or non-complying or unenforceable.

ARTICLE 26 DURATION OF AGREEMENT

26.1 - Term of Agreement

This Agreement will be effective from January 1, 2024 through December 31, 2026. There are not any retroactive provisions associated with this Agreement at the time of ratification. This Agreement may only be amended in the form of Letters of Understanding, executed upon the mutual written agreement of both parties.

26.2 – Negotiations

Either party desiring to amend or modify this Agreement must notify the other in writing. Negotiations for a replacement agreement will begin on or about July 1, 2026, unless another date is agreed to by the parties. A party seeking to amend or modify this Agreement must give the other party written notice, to include the nature of the changes desired. Until a satisfactory conclusion is reached in the matter of such changes, the original provisions will remain in full force and effect. Changes can be made at any time by mutual written agreement and consent.

- A. In the event the expiration date of this Agreement is reached during or prior to the completion of negotiations for a new or modified agreement, this Agreement will continue in full force and effect until a new agreement is reached, ratified, and executed by the parties.
- B. Should negotiations not result in an agreement after negotiations have been in progress for 90 calendar days, the no strike, no lockout provision of the Agreement will become null and void, unless extended by mutual written agreement.

26.3 - Successor Clause

This Agreement is binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained will be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment by either party hereto, including any change in ownership or management of either party and any change in the place or location of business of either party.

26.4 - Dispute Resolution

Per Article 7, any dispute concerning commencement or termination of this Agreement

will be specifically reserved for judicial review.

26.5 – Printing

Upon final consummation and approval of this Agreement, it will be printed in booklet form and a PDF version made available. The Union agrees to pay the cost of the printing and furnish a reasonable number of copies to the City.

26.6 – Ratification

The City and Union Representatives will seek ratification as soon as practicable after the Agreement has been finalized by both parties.

ARTICLE 27 DEFINITION OF TERMS

27.1 – Definitions

For purposes of this Agreement, terms shall be defined to mean:

- A. "Administrative Leave" means authorized absence from an employee's regular work duties for purposes such as training, education, or other reasons.
- B. "Base rate" means the specific dollar amount paid the employee.
- C. "Anniversary date of hire" means the date at which an employee has completed a service year of 52 weeks of paid service.
- D. "Promotion" is the assignment of an employee from one position/classification to another which will provide an increase in salary and which has a higher base rate of pay.
- E. A "regular appointment" is an appointment without time limitation, or special restrictions as to continued employment.
- F. A "regular employee" is an individual receiving a regular appointment.
- G. A "permanent employee" is one who has successfully completed probation.
- H. "Member" and "employee" mean a member of the bargaining unit covered by this Agreement unless the context indicates otherwise.
- I. "Position" is the office or employment whether occupied or vacant, full-time or part-time, consisting of duties and responsibilities assigned to one individual by competent authority.

- J. "Compensatory time" is defined in Section 16.3.
- K. "Seniority" is defined in Section 22.1.
- L. "Package rate" includes all sums paid by the City for wages, pension contributions, and healthcare employer contributions.

RATIFIED by the membership of the bargaining unit and approved by City Council Ordinance No. 6254 on July 24, 2023.

Section 1.

EFFECTIVE 01-01-2024

IBEW SCHEDULE A

POSITION CLASSIFICATION	RANGE A 90%	RANGE B 92.5%	RANGE C 95%	RANGE D 97.5%	RANGE E 100%	RANGE F 102.5%	RANGE G 105%	RANGE H 107.5%	RANGE I 110%	PACKAGE RATE BASED ON RANGE E
Administrative Assistant	26.79	27.54	28.28	29.03	29.77	30.51	31.26	32.00	32.75	46.40
HR Generalist	29.55	30.37	31.19	32.01	32.83	33.65	34.47	35.29	36.11	49.46
Legal Secretary	31.46	32.33	33.20	34.08	34.95	35.82	36.70	37.57	38.45	51.58
Deputy City Clerk #	33.75	34.69	35.63	36.56	37.50	38.44	39.38	40.31	41.25	54.13
Deputy City Clerk/Cashier	26.79	27.54	28.28	29.03	29.77	30.51	31.26	32.00	32.75	46.40
City Engineer	54.73	56.25	57.77	59.29	60.81	62.33	63.85	65.37	66.89	77.44
Engineer III	45.00	46.25	47.50	48.75	50.00	51.25	52.50	53.75	55.00	66.63
Engineer II	40.05	41.16	42.28	43.39	44.50	45.61	46.73	47.84	48.95	61.13
Engineer I	36.45	37.46	38.48	39.49	40.50	41.51	42.53	43.54	44.55	57.13
Engineer Assistant II	35.39	36.37	37.35	38.34	39.32	40.30	41.29	42.27	43.25	55.95
Engineer Assistant I	32.27	33.16	34.06	34.95	35.85	36.75	37.64	38.54	39.44	52.48
Surveyor	44.26	45.49	46.72	47.95	49.18	50.41	51.64	52.87	54.10	65.81
Environmental Analyst	42.64	43.83	45.01	46.20	47.38	48.56	49.75	50.93	52.12	64.01
Quality Control Officer	31.06	31.92	32.78	33.65	34.51	35.37	36.24	37.10	37.96	51.14
Public Works Director	54.73	56.25	57.77	59.29	60.81	62.33	63.85	65.37	66.89	77.44
Building Official	49.50	50.88	52.25	53.63	55.00	56.38	57.75	59.13	60.50	71.63
Combination Building Inspector	36.21	37.21	38.22	39.22	40.23	41.24	42.24	43.25	44.25	56.86
Plans Examiner	36.45	37.46	38.48	39.49	40.50	41.51	42.53	43.54	44.55	57.13
Senior Structural Plan Check Engineer	45.00	46.25	47.50	48.75	50.00	51.25	52.50	53.75	55.00	66.63
Code Compliance Inspector	35.20	36.18	37.15	38.13	39.11	40.09	41.07	42.04	43.02	55.74
Police Chief	54.73	56.25	57.77	59.29	60.81	62.33	63.85	65.37	66.89	70.44
Emergency Dispatch Center Manager	42.96	44.15	45.34	46.54	47.73	48.92	50.12	51.31	52.50	64.36
Fire Chief	54.73	56.25	57.77	59.29	60.81	62.33	63.85	65.37	66.89	70.44
Assistant Fire Chief	45.11	46.36	47.61	48.87	50.12	51.37	52.63	53.88	55.13	66.75
Controller #	44.49	45.72	46.96	48.19	49.43	50.67	51.90	53.14	54.37	66.06
Grants & Contracts Administration Manager	37.49	38.53	39.57	40.61	41.65	42.69	43.73	44.77	45.82	58.28
Accounting Specialist	29.51	30.33	31.15	31.97	32.79	33.61	34.43	35.25	36.07	49.42
INACTIVE REPRESENTED POSITIONS LISTED BELOW										
Engineer IV	44.50	45.73	46.97	48.20	49.44	50.68	51.91	53.15	54.38	66.07
Property Development Manager	40.15	41.26	42.38	43.49	44.61	45.73	46.84	47.96	49.07	61.24
General Ledger Accountant/Grants Manager	41.78	42.94	44.10	45.26	46.42	47.58	48.74	49.90	51.06	63.05

NOTES:

Police Chief and Fire Chief does not participate in IBEW pension plan.
 Deputy City Clerk with CMC certification receive an additional \$2.42 per hour on benchmark wage.
 Package includes \$9.63 per hour for health care and \$7.00 per hour for pension.

Section 2.

After the package rate is set effective January 1, as provided in Section 16.1 and after the Union designates allocation to Pension and H&W, employees will be paid at the benchmark Range E unless, based upon merit evaluation of employee experience, knowledge and skills, dedication, and performance, the Mayor finds that individual wages should be adjusted to the following ranges:

Range A	Range B	Range C	Range D	Range E	Range F	Range G	Range H	Range I
90%	92.5%	95%	97.5%	100%	102.5%	105%	107.5%	110%

Range A & B are meant to be the starting wage for employees whose knowledge, experience, or skills are still developing. It is also meant to apply to employees whose knowledge, skills, or performance have declined to the minimally acceptable level.

Range C & D are meant to apply to employees whose knowledge, skills, and experience are progressing but have not yet reached the average. It is also meant to apply to employees whose knowledge, skills, and performance have slipped below average.

Range F & G are meant to apply to employees whose knowledge, skills, and experience are above average and for employees whose performance is above average.

Range H & I are meant to apply to employees with extensive knowledge, skills, and ability whose performance is superior.

While initial range placement and subsequent range advances to a higher range are at the discretion of the Mayor, employee(s) may not be moved from a higher to a lower Range without just cause subject to the following:

- a. In the event the Mayor has concerns about the adequacy of an employee's work performance which may trigger a decision of a reduction in pay range, the performance issue(s) will first be orally discussed by the employee, the Department Head, and the Mayor.
- b. After said meeting, a written "performance improvement plan" identifying the area(s) needed for improvement will be provided to the employee. Follow up meetings will be held at the request of the employee.
- c. Six calendar months or more will be allowed to elapse after the issuance of the performance improvement plan before any decision to reduce pay range is made.
- d. Prior to the Mayor's decision to reduce pay, a pre-disciplinary meeting will be held with the employee, the Department Head, the Mayor, and any other persons the employee wishes to attend so that the issue can be discussed.
- e. Prior to the Mayor's decision to reduce pay, the Mayor will inform the Union Business Agent of the decision and provide 30-days notice before the reduction is made.

- f. Should the employee elect to grieve the matter, they will remain at the prior pay range until the grievance is resolved under the terms of this collective bargaining agreement.

If an employee is involuntarily moved to a lower pay range, that demotion will not last longer than one calendar year. If the Mayor wishes to again reduce the pay range, the above procedure will be followed.

Section 3.

Classifications marked with # will routinely be entrusted with confidential information, placing them in a potential conflict of interest between their roles as City officials and bargaining unit members. In such situations, the employees' duty as a public official will prevent any disclosure of information subject to the provisions of law.

COF / IBEW 2024-2026 CBA Negotiations

- Article 1, first paragraph. Changed the word “insure” to “ensure”
- Article 1, second paragraph. Changed “The City, Union, and ~~the~~ employees...”
- Section 2.5, first sentence. Hyphenated “work based”
- Section 4.3, second paragraph, third sentence. Shifted apostrophe: “The City shall remit the employees’ authorized Union deductions...”
- Section 6.3, first paragraph, first sentence. Removed the apostrophe after “hours” [change made throughout document when used in same sense]
- Section 7.1, first paragraph, end of 7th line. Removed the comma after “writing”
- Section 7.6. Capitalized “Shop Steward”
- Section 8.1 and 8.2 headers. Made the word “To” lowercase
- Section 8.4 header. Made the word “For” lowercase
- Section 9.2.C. Removed the comma after the word “withhold”
- Section 9.2.D. Changed the word “insure” to “ensure”
- Section 9.2.G. Changed the word “emergences” should be “emerges”
- Section 10.1. The order of clauses in the sentence was rearranged to read, “Members of this bargaining unit are professional, executive, and/or administrative employees, some of whom are exempt from receiving overtime, and as such are required to work enough hours to perform their job duties.”
- Section 10.1.A. Changed “work week” to “workweek”
- Section 10.3. Reworded a portion of the paragraph to read, “If payday falls on Saturday or Sunday, unless preceded by a recognized holiday, payday shall be on Friday. If payday falls on a recognized holiday, payday will be on the day prior to the holiday, unless the recognized holiday is a Monday, in which event payday will be on the Friday prior.”
- Section 15.1, second sentence. Hyphenated “City-required”
- Section 16.1. Changed “benchmark” to “Range”
- Section 16.1.C. Removed parenthesis around the Examples paragraph
- Section 16.1.D. Removed the word “Please”
- Section 16.2.1. Changed the word “shall” to “will”
- Section 16.2.1. Changed the comma to a period at the end of the second sentence.
- Section 16.2.1. Changed “City Mayor” to “Mayor”
- Section 16.3.C. Reworded the first sentence to read, “No balance beyond 240 hours may be accrued with the exception of public safety employees, whom by law, may accrue up to 480 hours.”
- Section 21.6, first sentence. Removed extra space between “employees” and “may”
- Section 21.7, second sentence. Changed “During such leave of absence, ~~such~~the employee will...”
- Section 23.2.A.5. Changed “he or she has” to “they have”
- Section 27.1.L. Changed “Package Rate” to “Package rate”
- Capitalized “Business Agent” throughout the document
- Changed “work place” to “workplace” throughout the document
- Changed Schedule “A” to Schedule A throughout the document (just removed quotes around A)
- Changed “pay day” to “payday” throughout the document
- Changed phrase “Mayor or designee” to “Mayor or Mayor’s designee” throughout the document
- [Formatting] Justified several sections that were not justified like the rest of the document
- [Formatting] Removed extra line spaces throughout the document

COF / IBEW 2024-2026 CBA Negotiations

- Section 2 [page following Schedule A], first paragraph. Added a space between “16.1” and “and”
- Section 2 [page following Schedule A], end of first paragraph. Added “...**should** be adjusted...”
- Section 2 [page following Schedule A], end of first paragraph. Changed the period at the end of the paragraph to a colon
- Section 2 [page following Schedule A], third paragraph. Added spacing to “Range C & D”
- Section 2 [page following Schedule A], subsection a. Changed “issue” to “issue(s)”
- Section 2 [page following Schedule A], subsection b. Changed “area” to “area(s)”
- Section 2 [page following Schedule A], subsection b. Added a period to the end of the sentence
- Section 2 [page following Schedule A], subsection c. Changed “6” at the beginning of the sentence to “six”
- Section 3 [last page of document]. Added a comma after “confidential information”

TA: City *Michael Sacka*

Union _____

Date *July 20, 2023*

ORDINANCE NO. 6255

AN ORDINANCE INCREASING WAGES FOR COMMISSIONED OFFICERS AT THE FAIRBANKS POLICE DEPARTMENT AND AMENDING THE 2023 OPERATING BUDGET

WHEREAS, the City of Fairbanks must maintain effective recruitment and retention within a competitive workforce for commissioned officers at the Fairbanks Police Department; and

WHEREAS, continued trends in recruitment and retention challenges, coupled with recent labor market shifts, have created a crisis affecting the Fairbanks Police Department’s ability to continue to support the public safety needs of our community.

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

SECTION 1. All Commissioned Officers under the Chief of Police at the Fairbanks Police Department will receive a \$4.00 per hour increase in wages.

SECTION 2. The operating budget will be amended as stated on the fiscal note.

SECTION 3. The effective date of this Ordinance is August 1, 2023.

David Pruhs, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 6255

Abbreviated Title: ORDINANCE INCREASING WAGES FOR FPD COMMISSIONED OFFICERS

Department(s): POLICE

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
SALARIES AND BENEFITS [LESS ADDITIONAL SAVINGS]	\$ 65,490
TOTAL	\$ 65,490

FUNDING SOURCE:	2023
GENERAL FUND	\$ 65,490
TOTAL	\$ 65,490

Effective August 1, 2023, the city will increase the base rate for a Police Officer from \$34.00 per hour to \$38.00 per hour. This change will also impact the salaries and benefits for Detectives, Sergeants, and Lieutenants. The cost is \$273,350 and additional savings in the amount of \$207,860 is reflected from reducing seven positions from the Police Department and the cost for the insurance plan.

Reviewed by Finance Department: Initial mb Date 7/6/2023

RESOLUTION NO. 5072

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO
ACCEPT FUNDING FROM THE U.S. DEPARTMENT OF ENERGY FOR
THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT
(EECBG) PROGRAM**

WHEREAS, the City of Fairbanks received notification of award through the Office of State and Community Energy Programs for the Energy Efficiency and Conservation Block Grant Program in the amount of \$76,260; and

WHEREAS, the program assists eligible states, units of local government, and Indian tribes in implementing strategies to reduce fossil fuel emissions, reduce total energy use, improve energy efficiency, and build a clean and equitable energy economy; and

WHEREAS, the City of Fairbanks will use the funds to purchase and install new energy efficient commercial washers and dryers with proper ventilation at the Public Works facility and fund a portion of the solar panel array at the Public Works facility; and

WHEREAS, these projects fall under the EECBG blueprints for building energy efficiency and solar power; and

WHEREAS, the City of Fairbanks is not required to provide a match.

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 accepting funds on behalf of the City for the Energy Efficiency and Conservation Block Grant.

PASSED and APPROVED this 24th Day of July 2023.

David Pruhs, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 5072

Abbreviated Title: Energy Efficiency and Conservation Block Grant (EECBG)

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? 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
Commercial Washer & Dryer Purchase & Installation	\$13,800			\$13,800
Solar Panel Array	\$62,460			\$62,460
TOTAL	\$76,260	\$0	\$0	\$76,260

FUNDING SOURCE:	Equipment	Building	Personnel	Total
Grant Fund (Federal)	\$76,260			\$76,260
TOTAL	\$76,260	\$0	\$0	\$76,260

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 7/12/2023

RESOLUTION NO. 5073

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO
ACCEPT FUNDING FROM THE SFY24 STATE OF ALASKA
DESIGNATED LEGISLATIVE GRANT PROGRAM**

WHEREAS, the City of Fairbanks received notification of award through the Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs in the amount of \$3,000,000 for Polaris Hotel contaminated materials abatement; and

WHEREAS, the program assists municipalities, named recipients, and unincorporated communities with identified capital projects for public purpose; and

WHEREAS, the City of Fairbanks will use the funds for contaminated materials abatement during the Polaris Hotel demolition, particularly for the removal of Polychlorinated Biphenyls (PCBs) which can only be disposed of in an approved EPA landfill, none of which are located in Alaska; and

WHEREAS, these additional project funds will cover the cost to ship the materials out of state and comply with environmental requirements; and

WHEREAS, the City of Fairbanks is not required to provide a match.

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 accepting funds on behalf of the City for the State Designated Legislative Grant award.

PASSED and APPROVED this 24th Day of July 2023.

David Pruhs, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 5073

Abbreviated Title: FY24 Designated Legislative Grant Program

Department(s): Engineering

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? 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
Polaris Hotel Contaminated Materials Abatement		\$3,000,000		\$3,000,000
TOTAL	\$0	\$3,000,000	\$0	\$3,000,000

FUNDING SOURCE:	Equipment	Building	Personnel	Total
Grant Fund (State)		\$3,000,000		\$3,000,000
TOTAL	\$0	\$3,000,000	\$0	\$3,000,000

The Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs must review site control documents (deed), signatory form, and scope of work to include timeline and budget in order to create the grant agreement.

Reviewed by Finance Department: Initial sf Date 7/12/2023

Introduced by: Mayor Pruhs and
Council Members Cleworth, Rogers,
Sprinkle, Tidwell, Marney, and Ringstad
Date: July 24, 2023

RESOLUTION NO. 5074

**A RESOLUTION HONORING FAIRBANKS FIRE
DEPARTMENT DRIVER KEVIN JOHNSON**

WHEREAS, on July 1, 2023, Fairbanks Fire Department Driver Kevin Johnson passed away unexpectedly and tragically; and

WHEREAS, on July 9, 2018, Kevin Johnson began public service as a recruit firefighter, serving for 5 years at the Fairbanks Fire Department; and

WHEREAS, on September 2, 2021, Kevin Johnson was promoted to Driver/Engineer at the Fairbanks Fire Department after serving with distinction as a Firefighter/Paramedic; and

WHEREAS, during his tenure, Driver Kevin Johnson displayed integrity, commitment, loyalty, and compassion; and

WHEREAS, Driver Kevin Johnson shared his passion and zeal for firefighting and emergency medical service with his colleagues as a provider, instructor, and mentor and was an instructor for fire science and paramedicine at the UAF Community and Technical College.

NOW, THEREFORE, BE IT RESOLVED by the Fairbanks City Council, that Driver Kevin Johnson's service to the City of Fairbanks as a member of the Fairbanks Fire Department, serving with honor and distinction, is regarded as a lasting example for others to follow.

BE IT FURTHER RESOLVED that the Fairbanks City Council extends its deepest appreciation to the Johnson family for sharing Kevin with the City and its residents and offers its deepest sympathy for the loss of such a good and generous man.

PASSED and APPROVED this 24th day of July 2023.

David Pruhs, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas Chard II, City Attorney

RESOLUTION NO. 5075

**A RESOLUTION AWARDING A CONTRACT TO DEMOLISH THE
POLARIS BUILDING TOWER**

WHEREAS, the Polaris Building was originally constructed in 1952 and is the tallest building in Fairbanks; and

WHEREAS, the Polaris Building was a center of economic and social activities for many years; and

WHEREAS, the Polaris Building was closed in 2002; and

WHEREAS, since closing, the Polaris Building has deteriorated through structural degradation and hazardous material contamination; and

WHEREAS, the City of Fairbanks took ownership of the Polaris Building in 2018 with the intent to demolish the building and properly dispose of the hazardous materials; and

WHEREAS, in accordance with FGC Chapter 54, Article IV, Competitive Bidding, bids were solicited for the Polaris Tower Demolition Project (ITB-23-12); and

WHEREAS, the most responsive bidder for the project will be awarded; and

WHEREAS, this project will demolish the Polaris Building Tower; and

WHEREAS, funding will be provided from the Environmental Protection Agency as approved by Resolution No. 5024 and the State of Alaska Department of Commerce, Community, and Economic Development as approved by Resolution No. 5073.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fairbanks, that the Mayor is hereby authorized to execute a contract and such other documents in a form approved by the City Attorney as may be necessary to effect award of this contract to demolish the Polaris Building Tower.

PASSED and APPROVED this 24th Day of July 2023.

David Pruhs, City Mayor

YEAS:
NAYS:
ABSENT
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

RESOLUTION NO. 5076

A RESOLUTION AMENDING THE CITY SCHEDULE OF FEES AND CHARGES FOR SERVICES BY ADDING A SERVICE FEE FOR ANNUAL TECHNICAL FIRE INSPECTIONS AND INCREASING THE FEE FOR FIRE INSPECTION, INVESTIGATION, AND TECHNICAL SERVICES

WHEREAS, annual technical fire inspections are required by Section 106.6 of the amended 2018 International Fire Code adopted by the City of Fairbanks on April 12, 2021 (hereinafter, "Fire Code"); and

WHEREAS, inspection fees are authorized by Section 106.6 of the Fire Code and, if approved by Council, required to be included in the *City of Fairbanks Schedule of Fees and Charges for Services*; and

WHEREAS, Section 901.6.3 of the Fire Code requires that copies of all inspections and records be sent to the fire code official within 30 days of inspection, testing and maintenance; and

WHEREAS, the Fairbanks Fire Department has contracted with a vendor (hereinafter, "Vendor") and adopted third-party software allowing for the submission of the required reports by the reporter to the fire code official; and

WHEREAS, the fee for "Fire Inspection, Investigation, Technical Services" was set at \$85.00 in 2016 by Resolution No. 4690; and

WHEREAS, at that time, Resolution 4690 acknowledged that it is the sense of the council that from time to time the *City of Fairbanks Schedule of Fees and Charges for Services* will need to be reviewed and updated to reflect changes, additions, or discontinuation of services; and

WHEREAS, the City's Finance Committee has recently recommended that the Fairbanks Fire Department review its fees to ensure there are adequate staff resources to meet the community's need for services.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the new fee for "Annual Technical Inspections" that is equal to the Vendor's fee charged to the reporter and to be paid by the reporter to the vendor plus an additional \$15 to be paid by the reporter, collected by the vendor, and provided to the City of Fairbanks, incorporated in the attached version of the Schedule of Fees and Charges for Services, is approved.

BE IT FURTHER RESOLVED by the City Council that the increase of the fee for "Fire Inspection, Investigation, Technical Services" from \$85.00 to \$125.00, incorporated in the attached version of the Schedule of Fees and Charges for Services, is approved.

PASSED and **APPROVED** this 24th Day of July 2023.

David Pruhs, Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

City of Fairbanks Schedule of Fees and Charges for Services

As of Resolution No. 5076 - Effective July 24, 2023

Category	Code Sec.	Topic	Current Fee	Proposed Fee	Description	
Emergency Services	26-111	Ambulance Services	\$ 1,000.00		Advanced and Basic Life Support Transport	
			\$ (50.00)		Discount for City of Fairbanks resident	
			\$ 150.00		Life assist, after 5 within 12 weeks	
			Additional Patient Transport Mileage	\$ 13.50		Per mile; for all miles
			Non-emergency assistance to private care facilities	\$ 75.00		Per hour; one hour minimum. Physical assistance in moving patients or clients.
			Emergency Fire Equipment Response to Motor Vehicle Accident	\$ 400.00		Per accident that requires Fire/EMS emergency response, payable by ticketed driver(s) of vehicle(s) that caused accident
	30-1; 30-31	<u>Annual Technical Inspection</u>			\$ 15.00	<u>In addition to the vendor fee charged to the reporter for the use of the vendor's reporting software, a fee of \$15 will be paid by the reporter, collected by the vendor, and submitted to the City.</u>
	30-1; 30-31	Fire Inspection, investigation, technical services	\$ 85.00	\$ 125.00		Per hour, one hour minimum. One free follow up. When deficiencies are not corrected within the time specified by the Fire Inspector, fees are doubled for a second inspection and tripled on a third visit (<u>alcohol, cannabis, and new construction inspections are part of Building Department inspections</u>).
	30-1	Routine Safety Checks, response to safety complaints	\$ -			Initial inspection no charge
			\$ 85.00			Per hour, when deficiencies are not corrected within the time specified by the Fire Inspector; fees are charged for a second inspection if substantial compliance not completed; tripled on a third visit.
			Mutual Aid			No fee
		Fire Training Center		\$ 60.00		4-hour block, Fire Training Center tower and grounds
				\$ 30.00		4-hour block, Fire Training Center conference room
				\$ 60.00		4-hour block, Fire Training Center large classroom
30-1	In-Service Inspection	\$ 50.00			Per hour; 0.5 hour minimum (only applied to uncorrected items from "no charge" first inspection)	

ORDINANCE NO. 6256

AN ORDINANCE TO PRESENT TO THE QUALIFIED VOTERS OF THE CITY OF FAIRBANKS THE QUESTION OF WHETHER TO RATIFY A PASS-THROUGH LOAN FROM THE ALASKA CLEAN WATER FUND TO GOLDEN HEART UTILITIES FOR UP TO \$8.2 MILLION FOR BIO-SOLIDS INCINERATION TESTING, GRIT REMOVAL, AND ULTRAVIOLET DISINFECTION AT THE CITY-OWNED WASTEWATER TREATMENT FACILITY

WHEREAS, in 1997 the City sold its utility system to a consortium of buyers in exchange for \$87.5 million in cash, payoff of \$47.6 million in utility debt, and other consideration; of the total proceeds, the City received \$2 million cash from the water/wastewater purchasers; and

WHEREAS, since the sale, the Peger Road Wastewater Treatment Plant has been operated by Golden Heart Utilities (“GHU”) under the terms of a lease-purchase agreement paying \$33,075 per month to the City Permanent Fund; to date, the City has received over \$10 million in lease payments; and

WHEREAS, GHU has not exercised its option to purchase the treatment plant, opting to continue leasing the facility from the City; and

WHEREAS, as owner of the Wastewater Treatment Plant, the City is eligible to borrow money at a low interest rate (1.5%) from the Alaska Clean Water Fund (“ACWF”), a fund administered by the State of Alaska Department of Environmental Conservation, to assist eligible recipients in wastewater treatment; and

WHEREAS, the bio-solids incineration pilot testing project will provide a fit-for-purpose technology designed to thermally treat wastewater biosolids (\$1.5 million), the grit removal project will support ultraviolet treatment (\$1.7 million), and the ultraviolet disinfection project will ensure compliance with permitted levels of residual chlorine (\$5.0 million) at the wastewater treatment plant; and

WHEREAS, the total cost of these projects is \$8.2 million, and the City is eligible to borrow from the ACWF, with a repayment period of 20 years and an interest rate of 1.5%; and

WHEREAS, loan proceeds would be passed through to GHU, and GHU would be responsible for repayment of the loan; and

WHEREAS, all costs incurred by GHU during the construction of the project will be submitted to the City for approval and payment; and

WHEREAS, the City and GHU will enter into an agreement whereby GHU will provide assurances and remedies to protect the City from having to repay the loan; as part of the agreement, GHU would pay a loan origination fee of 0.5% of the actual loan

amount to the City at loan inception, pay the full cost of City employee wages and overhead for time spent administering loans and grants, provide an annual financial audit as required by the City, and obtain a loan repayment guarantee from GHU's parent company, Fairbanks Sewer and Water, Inc.; and

WHEREAS, using funds from a low interest loan from the ACWF will reduce the total cost of the project and will ultimately be a benefit to GHU's rate payers; and

WHEREAS, ratification of this ordinance by qualified city voters is required by Article IX, Section 9 of the Alaska Constitution.

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

SECTION 1. The Mayor is hereby authorized to:

(a) execute any documents necessary to apply for and accept loans through the Alaska Clean Water Fund for up to \$8.2 million for the Wastewater Treatment Plant Bio-solids Incineration Pilot Project, Grit Removal Project, and Ultraviolet Disinfection Project; and

(b) enter into an agreement with Golden Heart Utilities regarding the terms and conditions for repayment of the loan.

SECTION 2. The City Clerk is directed to place the attached Proposition A on the ballot for ratification by the voters of the City of Fairbanks at the 2023 regular election.

SECTION 3. This Ordinance, enacted by the Fairbanks City Council on the 14th day of August 2023, does not become effective unless and until ratified by the voters of the City of Fairbanks.

David Pruhs, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

Proposition A:

INFORMATION: In 1997, the City sold its utility system to a consortium of buyers in exchange for \$87.5 million in cash, payoff of \$47.6 million in utility debt, and other consideration. Of the total proceeds, the City received \$2 million from the water/wastewater purchasers. As part of the overall utility sale, the Peger Road Wastewater Treatment Plant has been operated by Golden Heart Utilities (“GHU”) subject to a lease-purchase agreement paying \$33,075 per month to the City Permanent Fund. GHU has not exercised its option to purchase the treatment plant, opting to continue leasing the facility from the City. Over \$10 million has been received in lease payments to date.

The City is eligible to borrow funds from the Alaska Clean Water Fund at 1.5% interest and proposes to borrow up to \$8.2 million for a bio-solids incineration pilot testing project to provide a fit-for-purpose technology designed to thermally treat wastewater biosolids (\$1.5 million), for a grit removal project to support ultraviolet treatment (\$1.7 million), and for an ultraviolet disinfection project to ensure compliance with permitted levels of residual chlorine (\$5.0 million) at the wastewater treatment plant. GHU has agreed to repay this loan and interest in full, plus pay the City a 0.5% loan origination fee and other costs. GHU estimates that ratepayers will see an increase of approximately 2.63% to pay for this project. If GHU were to use conventional financing sources instead of using funds secured by the City, the increase would be approximately 5.92%.

QUESTION: Should City of Fairbanks Ordinance No. 6256 be ratified?

A “YES” vote ratifies Ordinance No. 6256, which authorizes the Mayor to enter into agreements with the State of Alaska and Golden Heart Utilities (GHU) to borrow up to \$8.2 million at 1.5% interest from the Alaska Clean Water Fund for Projects at the Peger Road Wastewater Treatment Plant, with GHU to pay in full all principal, interest, and fees.

A “NO” vote rejects Ordinance No. 6256.

YES _____

NO _____

ORDINANCE NO. 6257

AN ORDINANCE TO PRESENT TO THE QUALIFIED VOTERS OF THE CITY OF FAIRBANKS THE QUESTION OF AMENDING CITY CHARTER SECTION 6.5 TO EXEMPT ALCOHOLIC BEVERAGE TAX REVENUES IN EXCESS OF \$2,000,000 FROM THE TAX CAP LIMITATIONS.

WHEREAS, on October 3, 1989, City of Fairbanks voters incorporated a tax cap into the City Charter, which essentially stated that the amount of total property and sales taxes the City could collect from one year to the next could only grow with the inflation rate, new building construction (added to the basis), payment of voter-approved bonds, and other limitations contained in Charter Section 6.5; and

WHEREAS, the majority of Fairbanks Emergency Communication Center, Fairbanks Police Department and Fairbanks Fire Department calls are in response to incidents involving alcohol; and

WHEREAS, all Emergency Service Patrol calls are to aid people suffering from inebriation; and

WHEREAS, a nationwide workforce shortage has put a high demand on public safety employees; and

WHEREAS, the City must recruit and retain qualified personnel to answer and respond to a steadily increasing call volume for alcohol-related incidences; and

WHEREAS, alcoholic beverage sales tax revenues have steadily increased in Fairbanks over the past five years; and

WHEREAS, the alcoholic beverage sales tax is subject to the tax cap, and raising taxes above this cap would require approval by qualified voters of the City of Fairbanks; and

WHEREAS, subject to appropriation, amending City Charter Section 6.5 to exempt alcoholic beverage tax revenues in excess of \$2,000,000 from the tax cap will allow for additional funding for critical public safety services while preserving the first \$2,000,000 of the alcoholic beverage tax to offset property taxes; and

WHEREAS, Section 14.1 of the City Charter requires a unanimous vote of the City Council to propose an amendment to the City Charter and, under state law at AS 29.10.100 and Section 14.6 of the City Charter, no amendment is effective unless and until it is ratified by qualified voters of the City of Fairbanks.

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

SECTION 1. The City Clerk is directed to place the following question on the ballot for ratification by the qualified voters of the City of Fairbanks at the 2023 regular election:

Proposition B:

INFORMATION: The alcoholic beverage sales tax is subject to the City’s tax cap. When sales tax revenues subject to the tax cap increase, property taxes decrease, thereby maintaining the tax cap. Revenue generated within the tax cap reduces property taxes and cannot be used for additional City services. Most public safety calls for service are in response to alcohol-related incidents. The call volume for these services has been steadily increasing in Fairbanks. Alcoholic beverage sales tax revenues have also steadily increased in Fairbanks over the past five years. Proposition B seeks to exempt annual alcoholic beverage sales tax revenue in excess of \$2,000,000 from the tax cap. The effect of the passage of Proposition B would be that the first \$2,000,000 collected in alcoholic beverage sales taxes would be used to offset property taxes, and any additional alcoholic beverages sales tax revenue collected would be subject to annual appropriation by the City Council, with the intent to support public safety services.

Should Fairbanks City Charter Section 6.5 be amended by adding new subsection D to read as follows?

D. Revenue generated from the alcoholic beverage sales tax levied by the City in excess of \$2,000,000 shall be exempt from the application of Section 6.5.A.

YES _____

NO _____

A " YES" vote amends Charter Section 6.5.

A "NO" vote defeats the amendment.

SECTION 2. This ordinance, passed by the City Council on the ____ day of August 2023, shall not become effective unless and until the question is approved by the voters of the City of Fairbanks.

David Pruhs, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas Chard II, City Attorney

ORDINANCE NO. 6258

AN ORDINANCE AMENDING SCHEDULE B OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FAIRBANKS AND THE PUBLIC SAFETY EMPLOYEES ASSOCIATION (PSEA)

WHEREAS, Ordinance No. 6198 ratified a Collective Bargaining Agreement (CBA) between the City of Fairbanks and the Public Safety Employees Association (PSEA), effective January 1, 2022 through December 31, 2024; and

WHEREAS, Appendix B, incorporated by reference in the CBA, established the current pay scale for PSEA members; and

WHEREAS, continued trends in recruitment and retention challenges, coupled with recent labor market shifts, have created a crisis affecting the Fairbanks Police Department's ability to continue to support the public safety needs of our community; and

WHEREAS, an amendment to the CBA is needed for the Fairbanks Police Department to be competitive in the labor market and reverse the recruitment and retention trends; and

WHEREAS, the City of Fairbanks and the PSEA agree to amend Appendix B of the CBA to adjust the pay scale for the Police Officer classification.

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

SECTION 1. The Letter of Agreement amending the current CBA between the City of Fairbanks and the Public Safety Employees Association, attached as Exhibit A, is approved.

SECTION 2. Appendix B of the current CBA, amended to incorporate the wage increase agreed to in the Letter of Agreement referenced in Section 1, attached as Exhibit B, is approved.

SECTION 3. The effective date of this Ordinance is August 1, 2023.

David Pruhs, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 6258

Abbreviated Title: ORDINANCE INCREASING WAGES FOR FPD COMMISSIONED OFFICERS

Department(s): POLICE

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	TOTAL
SALARIES AND BENEFITS [LESS ADDITIONAL SAVINGS]	\$ 65,490	\$ 148,790	\$ 214,280
TOTAL	\$ 65,490	\$ 148,790	\$ 214,280

FUNDING SOURCE:	2023	2024	TOTAL
GENERAL FUND	\$ 65,490	\$ 148,790	\$ 214,280
TOTAL	\$ 65,490	\$ 148,790	\$ 214,280

Effective August 1, 2023, the city will increase the base rate for a Police Officer from \$34.00 per hour to \$38.00 per hour. This change will also impact the salaries and benefits for Detectives, Sergeants, and Lieutenants. The cost is \$273,350 in 2023 and the total cost is \$789,550 in 2024. The fiscal note reflects additional savings in the amount of \$207,860 for 2023 and \$640,760 for 2024 from reducing seven positions from the Police Department and the cost for the insurance plan.

Reviewed by Finance Department: Initial mb Date 7/6/2023

Letter of Agreement

**By and between
Public Safety Employees Association
And
City of Fairbanks**

The City of Fairbanks and the Public Safety Employees Association (PSEA) agree to amend Appendix B of the current collective bargaining agreement (CBA), effective January 1, 2022 through December 31, 2024, to adopt and incorporate an amended pay scale for sworn Officers with an increase in wage of \$4.00 per hour or more.

FOR THE UNION

FOR THE EMPLOYER

DATE

DATE

Exhibit B to Ordinance No. 6258

CITY OF FAIRBANKS PSEA SCHEDULE B																				
Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
Administration Assistant	\$25.90	\$26.42	\$26.95	\$27.49	\$28.04	\$28.60	\$29.17	\$29.75	\$30.35	\$30.96	\$31.58	\$32.21	\$32.85	\$33.51	\$34.18	\$34.86	\$35.56	\$36.27	\$37.00	\$37.74
Community Outreach Spec	\$29.00	\$29.58	\$30.17	\$30.77	\$31.39	\$32.02	\$32.66	\$33.31	\$33.98	\$34.66	\$35.35	\$36.06	\$36.78	\$37.52	\$38.27	\$39.04	\$39.82	\$40.62	\$41.43	\$42.26
Clerk - FT	\$23.08	\$23.54	\$24.01	\$24.49	\$24.98	\$25.48	\$25.99	\$26.51	\$27.04	\$27.58	\$28.13	\$28.69	\$29.26	\$29.85	\$30.45	\$31.06	\$31.68	\$32.31	\$32.96	\$33.62
Dispatcher Supervisor	\$31.08	\$31.70	\$32.34	\$32.99	\$33.65	\$34.32	\$35.00	\$35.70	\$36.42	\$37.15	\$37.90	\$38.65	\$39.42	\$40.21	\$41.02	\$41.83	\$42.67	\$43.52	\$44.40	\$45.29
Dispatcher	\$25.90	\$26.42	\$26.95	\$27.49	\$28.04	\$28.60	\$29.17	\$29.75	\$30.35	\$30.96	\$31.58	\$32.21	\$32.85	\$33.51	\$34.18	\$34.86	\$35.56	\$36.27	\$37.00	\$37.74
Front Desk Call Taker FT	\$23.08	\$23.54	\$24.01	\$24.49	\$24.98	\$25.48	\$25.99	\$26.51	\$27.04	\$27.58	\$28.13	\$28.69	\$29.26	\$29.85	\$30.45	\$31.06	\$31.68	\$32.31	\$32.96	\$33.62
Evidence Custodian	\$25.90	\$26.42	\$26.95	\$27.49	\$28.04	\$28.60	\$29.17	\$29.75	\$30.35	\$30.96	\$31.58	\$32.21	\$32.85	\$33.51	\$34.18	\$34.86	\$35.56	\$36.27	\$37.00	\$37.74
Public Safety Assistant	\$25.90	\$26.42	\$26.95	\$27.49	\$28.04	\$28.60	\$29.17	\$29.75	\$30.35	\$30.96	\$31.58	\$32.21	\$32.85	\$33.51	\$34.18	\$34.86	\$35.56	\$36.27	\$37.00	\$37.74
Lieutenant	\$46.09	\$47.01	\$47.95	\$48.91	\$49.89	\$50.89	\$51.91	\$52.95	\$54.01	\$55.09	\$56.19	\$57.31	\$58.46	\$59.63	\$60.82	\$62.04	\$63.28	\$64.55	\$65.84	\$67.16
Sergeant	\$41.90	\$42.74	\$43.59	\$44.46	\$45.35	\$46.26	\$47.19	\$48.13	\$49.09	\$50.07	\$51.07	\$52.09	\$53.13	\$54.19	\$55.27	\$56.38	\$57.51	\$58.66	\$59.83	\$61.03
Detective	\$39.90	\$40.70	\$41.51	\$42.34	\$43.19	\$44.05	\$44.93	\$45.83	\$46.75	\$47.69	\$48.64	\$49.61	\$50.60	\$51.61	\$52.64	\$53.69	\$54.76	\$55.86	\$56.98	\$58.12
Police Officer	\$38.00	\$38.76	\$39.54	\$40.33	\$41.14	\$41.96	\$42.80	\$43.66	\$44.53	\$45.42	\$46.33	\$47.26	\$48.21	\$49.17	\$50.15	\$51.15	\$52.17	\$53.21	\$54.27	\$55.36
P.O. Academy Pay	\$8.74	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
P.O. Recruit II	\$34.21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
P.O. Recruit III	\$36.10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

08.01.23

City of Fairbanks



MEMORANDUM

To: City Council Members
From: David Pruhs, City Mayor
Subject: Request for Concurrence – Board of Plumber Examiners
Date: July 19, 2023

The term of Seat A on the Board of Plumber Examiners, most recently filled by J T McComas-Roe, expired on June 30, 2023.

Mr. McComas-Roe has applied to continue serving on the Board. I hereby request your concurrence to the following **reappointment**:

Seat A Mr. J T McComas-Roe Term to Expire: June 30, 2026

Mr. McComas-Roe's application and resume are attached.

Thank you.

dds/



Board Details

The Board of Plumber Examiners is empowered to perform the duties as prescribed in Sections 2-306 through 2-309, as well as Sections 14-291 through 14-301 of the Fairbanks General Code (FGC).

Overview

Size 6 Seats

Term Length 3 Years

Term Limit N/A

Additional

Board/Commission Characteristics

The Board of Plumber Examiners shall consist of five members, at least three members of the board shall be residents of the City, each member shall serve a three-year term. The members shall be appointed by the Mayor, subject to confirmation by the City Council. The chairman shall be elected by the Board of Examiners subject to approval by the City Council, and shall serve in this capacity for one year. The City Building Official shall be a non-voting, ex officio member of the board and shall act as secretary.

Meetings

The Board of Plumber Examiners shall meet at least once each quarter and all meetings shall be open to the public. The chairman in his discretion is authorized to call special meetings, or a majority of the members may require a special meeting to be called. A majority of the board shall constitute a quorum for the transaction of business, and three affirmative votes shall be necessary to carry any question. Permanent records, or minutes, shall be kept. The minutes shall promptly be filed in the Office of the City Clerk and shall be open to inspection by any person.

Enacting Legislation

FGC 2-306 through 2-309

Enacting Legislation Website

<http://bit.ly/2Csgr3v>

Joint Commission Details

N/A

Email the Commission Members

boardofplumberexaminers@fairbanks.us

Profile

J T
First Name

McComas-Roe
Last Name

[Redacted]
Email Address

Mailing Address

[Redacted]

Are you a City of Fairbanks resident? *

Yes

[Redacted]
Primary Phone

[Redacted]
Alternate Phone

Which Boards would you like to apply for?

Board of Plumber Examiners: Appointed

Interests and Experiences

Why are you interested in serving on a City board or commission? What experiences can you contribute to the benefit of the board or commission?

I wish to continue serving on the Board of Plumbing Examiners.

Please provide a brief personal biography in the space below, or attach a resume.

Please see attached.

Upload a Resume

List any professional licenses or training you believe are relevant to the seat you are applying for.

MECM1053 COF20140180 MASTER PLUMB/MECH CONTRACTOR No. 8355

Biographical Information

J T McComas-Roe

Mailing address:

Fairbanks, Alaska 99707

Physical address:

Fairbanks, Alaska 99701

Manager, Scottie's Plumbing

City resident.

Present Civic Involvement:

Planning Commission, Fairbanks North Star Borough

Board of Plumbing Examiners, City of Fairbanks

Past Civic Involvement:

Platting Board, Fairbanks North Star Borough

Public Safety Commission, City of Fairbanks

Board of Equalization, Fairbanks North Star Borough

Fire Board, City of Boonville, Missouri

Boonville Kiwanis Club

Rural Consortium Workforce Board, State of Colorado

Region 9 Workforce Board, State of Colorado

Youth Baseball of Southwest Colorado

Fairgrounds Commission, La Plata County, Colorado

Kiwanis Club of Durango

City of Fairbanks
Permanent Fund Review Board
Quarterly Meeting Minutes
April 26, 2023

The Permanent Fund Review Board (PFRB) convened at 1:33 p.m. in the City Council Chambers to conduct a quarterly meeting.

Board Members Present: Patty Mongold
Bernard Gatewood
Dave Owen
Jennifer Imus (online)

Board Members Absent: Council Member John Ringstad

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

Dave Owen moved, and Bernard Gatewood seconded to approve the minutes from the January 23, 2023 meeting. The PFRB unanimously agreed.

Margarita Bell reviewed the account's performance through March 31, 2023:

- \$ 136,036,215 - Balance including accrued income
- \$ 543,697 - Dividends and interest earnings
- \$ 446,148 - Realized gain
- \$ 4,178,320 - Unrealized gain
- \$ (19,197) - Management and custodial fees
- \$ 5,148,968 - Earnings, net of expenses

Margarita Bell reported that custodial services were transferred to U.S. Bank on April 19, 2023.

Margarita Bell reported that the 2023 draw will be made in December 2023 in the amount of \$6,171,214 to the general fund (\$5,485,524) and capital fund (\$685,690).

Brandi Niclai presented a historical review of the permanent fund to include the goal of preserving the principal and maintaining purchasing power. She stated that the portfolio has a value of \$136 million with deposits of \$109.9 million and withdrawals of \$117.4 million. She reported that over the last ten years as of December 31, 2021, the permanent fund realized an annualized return of 8.1% while supporting a withdrawal rate of 4.5% and an inflation protection rate of 3.6%. Over the last ten years as of March 31, 2023, the permanent fund realized an annualized return of 5.6% while supporting a withdrawal rate of 4.5% and an inflation protection rate of 1.1%. She stated that the strategic planning and diversification have improved the risk-adjusted return of the portfolio and that council decision to adopt additional allowable asset

classes and adjustments to the strategic asset helped the portfolio to outperform the traditional stocks and bonds allocation by 3.3%.

Brandy Niclai presented a strategic review for PFRB consideration. The current strategic asset allocation is expected to meet the goal of inflation plus 4.5%. The strategic plan include a higher interest rate of 7.4% versus 6.8% and inflation rate of 2.5% versus 2.25%. Based on the return expectations, the portfolio is expected to have a value of \$180 million in ten years. APCM recommended one modification to the fixed income guideline by increasing the exposure limit on BBB-rated securities from 15% to 20%.

Dave Owen expressed concerns about the inflation protection rate of 1.1% as of March 31, 2023 with an annual draw of 4.5%. Chair Patty Mongold stated that the board expressed concerns about the draw five years ago. Margarita Bell stated that the PFRB could make a recommendation to council to reduce the draw for one year to address the negative returns in 2022.

Brandy Niclai presented a market review. She reported that there were positive returns amidst uncertainty due to bank turmoil, high inflation, and geopolitical frictions. She reported that the stress in the financial sector increases the probability of a moderate recession and eventual rate cuts (scenario two). She reported that APCM positioned portfolios neutral for risk control, risk assets, and alternatives. Within risk assets, portfolios were positioned to be modestly overweight companies with high free cash flow yield, attractive valuations, and strong balance sheets. REITS have been positioned in favor of industries that have a stronger fundamental backdrop, reasonable valuations, and elastic demand.

Brandy Niclai reported that the balance of the fund was \$135,335,263 on April 25, 2023.

Brandy Niclai presented a portfolio review for the first quarter. She stated that underperformance was due to an underperformance of alternative beta compared to the benchmark and US Treasuries decreasing intermediate and long-term interest rates. The combined equity allocation returned 4.28% and the combined fixed income allocation returned 2.98% for the quarter.

Portfolio Summary							
1st Quarter		Year to Date		Prior Year		Inception to Date	
Account	Benchmark	Account	Benchmark	Account	Benchmark	Account	Benchmark
3.96%	4.29%	3.96%	4.29%	-5.83%	-5.81%	5.40%	5.21%
	0.13% ¹		0.13% ²		0.50% ³		
3.96%	4.42%	3.96%	4.42%	-5.83%	-5.31%	5.40%	5.21%

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.

APCM report indicated that there were no compliance issues.

PFRB discussed APCM recommendation to modify the fixed income guideline by increasing the exposure limit on BBB-rated securities from 15% to 20%. Dave Owen made a motion and Bernard Gatewood seconded the motion to change the exposure limit on BBB-rated securities from 15% to 20%. Margarita Bell will work with Council Member John Ringstad to prepare an ordinance to change the guidelines.

The next quarterly meeting will be held on July 26, 2023 in the City Council Chambers. This meeting was changed to July 12, 2023.

The meeting was adjourned at 2:32 p.m.