



FAIRBANKS CITY COUNCIL
AGENDA NO. 2015-11
REGULAR MEETING JUNE 8, 2015
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

PRELIMINARY MEETINGS

5:00 p.m. Work Session – Post-legislative Update with City Lobbyists

5:30 p.m. Work Session – City/FNSB Joint Session to Discuss Marijuana Zoning Issues

REGULAR MEETING

7:00 P.M.

1. ROLL CALL
2. INVOCATION
3. FLAG SALUTATION
4. CITIZENS COMMENTS, oral communications to Council on any item not up for Public Hearing. Testimony is limited to five minutes. Any person wishing to speak needs to complete the register located in the hallway. Normal 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, kindly silence all cell phones and electronic devices.
5. APPROVAL OF AGENDA AND CONSENT AGENDA

Approval of Consent Agenda passes all routine items indicated by an asterisk (*). Consent Agenda items are not considered separately unless a Council Member so requests. In the event of such a request, the item is returned to the General Agenda.
6. APPROVAL OF PREVIOUS MINUTES

7. SPECIAL ORDERS

- a) The Fairbanks City Council, Sitting as a Committee of the Whole, will hear interested citizens concerned with the following Liquor License Application for Transfer of Ownership & Restaurant Designation Permit. Public Testimony will be taken and limited to five minutes.

Type: Beverage Dispensary, License #2124

To: Los Amigos / 636, LLC
636 28th Avenue (upstairs), Fairbanks

From: Los Amigos / Two Amigos, LLC
636 28th Avenue (upstairs), Fairbanks

8. MAYOR'S COMMENTS AND REPORT

9. UNFINISHED BUSINESS

- a) Ordinance No. 5980 – An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the International Brotherhood of Electrical Workers Local 1547. Introduced by Mayor Eberhart. SECOND READING AND PUBLIC HEARING.
- b) Ordinance No. 5981 – An Ordinance Authorizing Lease of Space in City Hall to Jonathan Dunham, d/b/a Noel Boxing & Fitness Gym. Introduced by Mayor Eberhart. SECOND READING AND PUBLIC HEARING.

10. NEW BUSINESS

- *a) Resolution No. 4675 – A Resolution Authorizing the Replacement of a Non-Compliant Storm Drain Line Near a Drinking Water Intake Well at the Water Treatment Plant. Introduced by Mayor Eberhart.
- *b) Resolution No. 4676 – A Resolution to Accept Funding from the Bureau of Justice Assistance (BJA) for the FFY2015 Edward Byrne Memorial Justice Assistance Grant (JAG). Introduced by Mayor Eberhart.
- *c) Resolution No. 4677 – A Resolution to Apply for and Accept Funding from the Alaska Department of Public Safety for the SFY2016 Edward Byrne Memorial Justice Assistance Grant (JAG). Introduced by Mayor Eberhart.
- *d) Resolution No. 4678 – A Resolution to Apply for Funding from the Office of Community Oriented Policing Services (COPS) for the FFY2015 Community Policing Development (CPD) Program. Introduced by Mayor Eberhart.

- *e) Resolution No. 4679 – A Resolution Awarding a Contract to [Contractor] for the Hamilton Acres Road Improvements Project FB-15-08. Introduced by Mayor Eberhart.
- *f) Resolution No. 4680 – A Resolution Fixing the Rate of Tax Levy for Municipal Purposes for the 2015 Real Property Tax of the City of Fairbanks, Alaska. Introduced by Mayor Eberhart.
- *g) Ordinance No. 5982 – An Ordinance Amending Fairbanks General Code Chapter 86 Vehicles for Hire. Introduced by Mayor Eberhart.
- *h) Ordinance No. 5983 – Amending Fairbanks General Code Sections 54-40 Formal Written Contracts and 54-247 Informal Purchasing to Increase the Purchasing Threshold. Introduced by Mayor Eberhart.

11. DISCUSSION ITEMS (INFORMATION AND REPORT)

- a) Committee Reports

12. COMMUNICATIONS TO COUNCIL

- *a) Appointment to the Golden Heart Parking Services Board of Directors
- *b) Appointment and Re-appointment to the Fairbanks Diversity Council
- *c) Appointment to the Clay Street Cemetery Commission
- *d) Chena Riverfront Commission Meeting Minutes of April 8, 2015
- *e) Clay Street Cemetery Commission Meeting Minutes of May 6, 2015

13. COUNCIL MEMBERS' COMMENTS

14. CITY CLERK'S REPORT

15. CITY ATTORNEY'S REPORT

16. EXECUTIVE SESSION – Labor Negotiations: Fairbanks Firefighters Union (FFU)


17. ADJOURNMENT

MEMORANDUM

City of Fairbanks Clerk's Office

D. Danyielle Snider, City Clerk

TO: Mayor John Eberhart
City Council Members

FROM: D. Danyielle Snider, CMC, City Clerk 

SUBJECT: Application for Liquor License Transfer

DATE: May 19, 2015

An application has been received by the State Alcohol Beverage Control Board for transfer of ownership and a Restaurant Designation Permit for the following liquor license:

Type: Beverage Dispensary, License #2124

To: Los Amigos / 636, LLC
636 28th Avenue (upstairs), Fairbanks

From: Los Amigos / Two Amigos, LLC
Same Location

Pursuant to FCG Sec. 14-178, the Council must determine whether or not to protest the liquor license action after holding a public hearing.

There are **no departmental objections** to the restaurant designation permit or to the transfer of this license.

ORDINANCE NO. 5980

**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 2014, the City and the International Brotherhood of Electrical Workers Local 1547 (IBEW) agreed to extend the 2011-2013 Collective Bargaining Agreement (CBA) for an additional year, under the terms of a Letter of Agreement ratified by the Council by Ordinance No. 5947; 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, 2015, through May 31, 2017; and

WHEREAS, the IBEW bargaining unit members ratified the replacement CBA on May 8, 2015; and

WHEREAS, the City's 2015 operating budget will be amended to include the increased expenditures as reflected in the attached fiscal note.

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

Section 1. That the attached collective bargaining agreement is hereby ratified and made effective January 1, 2015 through May 31, 2017.

Section 2. That the effective date of this ordinance shall be the 8th day of June, 2015.

John Eberhart, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

Ordinance No. 5980
Page 2

WORKING AGREEMENT

BETWEEN

THE CITY OF FAIRBANKS

AND

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1547**

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

January 1, 2015 – May 31, 2017

AGREEMENT

BETWEEN

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

**LOCAL UNION #1547 OF
THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS, AFL-CIO (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 the City employees and the City to insure 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. Improvements in this service and economy in operating and maintaining expenses are promoted by willing cooperation between the City and each employee to render honest, efficient and economical service.

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 the parties' mutual agreement in writing.
- H. The City of Fairbanks Personnel Ordinance is superseded by this Agreement and unless specifically referenced herein 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 the purpose of 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 shall be included within the bargaining unit or exempt therefrom on the basis of 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 shall be submitted to the Union for review and comment prior to implementation.

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.

- C. Should unresolvable differences as to inclusion or exclusion of additional classifications or reclassifications to the bargaining unit occur, either party may request that the jurisdiction be determined by the Alaska Labor

Relations Agency, or its successor for resolution.

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

2.3 - 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 25 hours per week during the fall and spring 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 make a contribution 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 mutual agreement between the parties.

2.4 - Work-Study Job Training Program

Recognizing the value of the High School Work Based Learning programs, the parties agree to a partnership program by the City with local High Schools for the purpose of 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 Employer 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 utilize 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

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 - Agency Shop

- A. All employees shall, as a condition of continued employment, either become a member of the Union and pay Union dues or pay an agency fee to the Union equal to the amount of Union dues assessed uniformly against all Union members in this bargaining unit. To be eligible for the agency fee provision, an employee shall meet the "religious objection" criteria. Payment of Union dues or agency fee shall commence within 30 days after the date of hire.
- B. Upon the written request by the Union to the City, a unit member employed for more than 30 days who is not complying with the membership or agency shop provisions of the Agreement shall be terminated in accordance with the Union's written instructions. Where such dismissal action is taken by the City in accordance with the Union's written request, the Union will hold the City harmless.
- C. Persons hired in a bargaining unit position shall be informed at the time of the employment offer of the Union membership obligation under this Agreement. The employee shall report to the Union office for membership discussion within 5 working days after reporting to work.
- D. Newly hired bargaining unit members shall be afforded the opportunity to participate in an orientation meeting not to exceed one hour conducted by a

bargaining unit Shop Steward. The meeting may be conducted at the earliest date reasonably accommodated but not later than 2 weeks following the first day of employment. This orientation is intended to familiarize the newly hired member with bargained benefit plans.

4.2 - Exclusive Negotiations with Union

The Employer 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 Employer 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 shall 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 employee's 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 Employer 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 Employer who shall be authorized to speak for the Union in all matters covered by this Agreement, and shall be permitted to visit any work area at any reasonable time, consistent with operational requirements, and with advance 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 with regard to 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 Union shall notify the City within 24 hours as to the appointment or official status change of any Union representative. The designated Union official (representative) shall be consulted by the City prior to the representative's termination.

4.7 - Negotiating Team

The Union and City negotiating teams shall 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 shall not be construed to limit the number of off-duty employees who may attend negotiating sessions, and who 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, under this Agreement, has and will retain the right to represent and manage the City, and direct its working forces, including the right to hire, to promote and demote, to discharge personnel for good and just cause in the interest of the City, provided such actions do not conflict with the provisions of this Agreement. Nothing in this Agreement is intended, nor is it to be construed in any way, as to interfere with the prerogative of the City to manage and control the business of the City.

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 as a result of subcontracting shall 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 shall 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 actually 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 shall 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 as a result of the City's exercise of its rights under this Section shall have the first right of refusal to their former or any equivalent position, in the event either becomes available within the next 36-month period. Disputes as to the comparability or equivalence of any position shall be resolved in accordance with

expedited arbitration. Notification of vacancy pursuant to this Section shall be to the Union's Fairbanks business office. The employee's time to respond to such notice shall be as set forth in Article 23, Section 2(B).

ARTICLE 6 HOLIDAYS

6.1 – Listing

The following days shall 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 (2) 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 actually worked. If a holiday falls during an employee's vacation, the employee shall receive holiday pay for the holiday and shall not be charged leave time for that day.

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

In order 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.

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 effect the resolution of 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 shall not be considered a grievance and shall not be submitted to the grievance/arbitration procedure set forth herein. Any dispute concerning commencement or termination of this Agreement shall 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 shall 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 the employee having through the exercise of reasonable diligence, gained knowledge that a grievance exists. If the grievance cannot be resolved through verbal discussion, the grievance shall be reduced to writing, signed by the employee, and presented within 3 working days to the immediate supervisor by a Union Representative. The grievance shall state the Article and Section number of this Agreement allegedly violated, the manner in which the employee believes that Section has been violated, and the precise remedy sought. The immediate supervisor shall investigate the grievance and shall indicate thereon, in writing, his or her response to the grievance within 5 working days following the day on which the written grievance was presented. The written grievance containing the response of the immediate supervisor shall 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 written grievance and the response thereto of the immediate supervisor shall be submitted to the Mayor or his/her designee, by the Union 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 a particular employee shall begin at this step and shall, within 10 working days of receipt of the response of the immediate supervisor, be submitted to the Mayor or his/her designee in writing. A grievance initiated by the City shall commence at this step and shall be submitted to the Union in writing. The Union shall

have 15 working days to meet with all involved parties in conciliation, 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) shall be stated in the response. Grievances initiated by the Union or the City shall state the Article and Section number of this Agreement alleged to have been violated and the manner in which it has been violated. Grievances for which expedited arbitration is sought shall also be initiated at this step.

- C. The Mayor shall have 15 working days to meet with all involved parties in conciliation, investigate and consider the grievance and deliver a written response to the Business Agent. If the Mayor rejects the grievance remedy, the reason(s) shall be stated in the response.
- D. At the parties' meeting all pertinent facts and information will be reviewed in an effort 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 shall be initiated at Step Two and advanced from there to the selection of an arbitrator under Section 4, Expedited Arbitration/Arbitrator Selection.

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, as the case may be. Time for delivery of such demand shall not be extended on account 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 Employer and the Union Representative shall meet and alternately strike 1 name from the list until 1 name remains. The side to strike the first name shall 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 shall endeavor to include the names of at least 3 local persons on the list. The arbitrators on the expedited arbitration list shall 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 1 name from the list until 1 name remains. The side to strike the first name shall be chosen by the flip of a coin. In no event shall 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 shall 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 shall 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 shall be 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 to issue a written opinion and award.
- B. The decision of the Arbitrator shall be final and binding upon the parties to the dispute. The final decision of the Arbitrator shall 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 1 grievance or

dispute submitted to the same Arbitrator. Each grievance or dispute may by mutual agreement be submitted to separately convened arbitration proceedings.

- D. The expenses of the neutral Arbitrator shall 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 shall 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 his or her 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 shall be paid by the City for the time outside regular working hours nor shall 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 his/her regular rate of pay. The parties will in good faith schedule and conduct arbitrations so as to try to minimize overtime costs and disruption of work schedules or lost productivity.

7.7 - Retroactive Pay

No Arbitrator appointed hereunder shall have any authority whatsoever to award any grievant any retroactive pay for any period of time prior to 15 calendar days of the employee having, through the exercise of reasonable diligence, gained knowledge that a grievance exists in accordance with Article 7, Section 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 Employer to return the employee to their position without loss of pay and benefits. When the employee is reinstated to their position, the employee shall 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

Notwithstanding Sections 3 and 4, 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 shall be deemed settled against the party which 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 shall 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, shall not be required in the case of terminations or suspensions for just cause.

8.2 - Timely Employee Notice To City

All permanent employees who have fulfilled probationary requirements shall give the Employer two weeks' notice before leaving their employment unless mutually agreed beforehand between the Employer 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."

8.3 - Manner of Delivery of Notices

Notices required or allowed by this Agreement to be given to the Mayor shall be deemed given when actually delivered to the Mayor, or when delivered to the secretary of the person in charge of the office of the Mayor. Notices required or allowed to be given to the Union shall be deemed given when actually 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 shall be personally delivered. Notices to an employee shall be personally delivered, or, if an employee is absent from the work place, shall be deemed delivered when placed in the United States mail, postage fully prepaid, certified mail, addressed to the employee at his or her mailing address as shown on the records of the City.

8.4 - Termination For Cause

An employee terminated for just cause shall not be entitled to severance pay. A written statement of the reasons for termination for cause shall be given to the affected employee and his or her 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 of employees working under the terms of this Agreement in the Alaska Electrical Health and Welfare Plan.

All new employees shall be covered on the first of the month following the date of employment.

The City's contribution shall be as provided in Schedule "A".

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.

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".

The Union may allocate the package rate to wages, pension and health and welfare as it sees fit.

- 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 mutual 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 Employer agrees to withhold and forward voluntary contributions authorized by the employee.

9.3 - Deferred Compensation

Employees covered by this Agreement shall 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 Employer is offered to employees at their election beginning during their second year of employment. The results of these tests shall 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, shall 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 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 shall be allowed to 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 shall be solicited from a physician or specialist (whichever the case may demand) mutually agreeable to the Employer and employee. The results of this third examination shall be final and binding, subject only to the grievance (appeal) and arbitration procedures described elsewhere in this Agreement. The Employer 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 Employer shall 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 are subject to, at the expense of the City.

9.7 - Unemployment Compensation

The employees covered by this Agreement shall be entitled to coverage of 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 for the purpose of setting aside monies to pay uncovered costs of medical insurance and dependent care as allowed under Federal law.

ARTICLE 10 WORKING CONDITIONS

10.1 - Work Week

- A. Members of this bargaining unit are professional, executive and/or administrative employees, and as such are required to work a sufficient number of hours to perform their job duties, some of whom are exempt from receiving overtime.
- B. Flexible work week and work day 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 in excess of 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.
- 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 1 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

Pay days shall 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 pay day falls on Saturday, Sunday or a holiday. If pay day falls on Saturday or Sunday unless preceded by a recognized holiday, pay day shall be on Friday. If pay day falls on a recognized holiday, pay day may be on the day prior to the holiday, if Monday is a recognized holiday, in which event pay day will be on the Friday prior. The City reserves the right to establish a 26 pay period/year pay period. Each check shall 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 pay day, they shall receive 8 hours pay at the straight time rate for each 24 hour period until they receive their paycheck.

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 Employer, 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 shall 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 shall 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 shall be defended by the City and any liability incurred by the employee or estate as a result shall be paid by the City, provided that, any actions or claims, defense of

liability resulting therefrom shall 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 shall 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 shall be utilized to secure the most effective adjustment of a new or promoted employee to their position, to allow the Employer and the employees the opportunity to consider their ability to make a long term commitment, and for the Employer to reject any employee whose performance does not meet required work standards.

11.2 – Duration

The probationary period shall be 6 months for all employees covered under this Agreement. A promotion or transfer shall not trigger any additional formal probation; however, for a 90-day period following any transfer or promotion, the employee may elect, without penalty, to return to their former position, even if this requires the layoff of the person holding the position. Likewise, the Employer may elect to return the employee to their former position during the same time period without cause, without penalty to the employee. But for this one exception, a transferred or promoted employee retains all rights and entitlements.

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 shall have 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 shall an employee be caused to wait more than 8 working hours. The Employer shall make available original 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 his appointed representative, individual payroll records when requested of employees covered by this Agreement upon receipt of written authorization from affected employees.

12.2 – Work Time Records

Work time records of employees shall not be changed without consulting with the employee involved, except where time is of the essence. In such cases where the Employer must change a work time record, consultation with the employee shall occur at the first reasonable opportunity. Copies of the employee's work time records shall be made available by the Employer for inspection by the employee or Union Representative during working hours. In the event the employee disagrees with the Employer'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, and as required by State and Federal Safety regulations, for use by members as duties require.

13.2 - Employer Issued

Employees who are issued equipment for City use shall have that equipment receipted to them and shall be responsible for its proper use. When the equipment issued becomes damaged, broken, unsafe or unserviceable, it shall 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 the employee's personal property during such employee's normal duties, the Employer shall reimburse the employee for the repair or replacement of said personal property. The employee, however, shall not be reimbursed for the consequences of their own gross negligence or willful misconduct.

13.4 - Improved Equipment

The City shall make an effort to provide employees with equipment that will allow the employee to work efficiently and improve productivity, i.e., 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 shall 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 Employer shall furnish and provide adequate training in the use of such safety equipment as is necessary for the safety of the member. Safety devices and first aid equipment as may be needed for safety and proper emergency medical treatment shall be provided and be available for employees working under adverse conditions.

ARTICLE 15 EDUCATION, TRAINING AND TUITION

15.1 - Employer Provided

The Employer shall provide education and training necessary for an employee to maintain professional licenses or certifications required by law. Employer required education and training shall be provided at the Employer's expense. The actual and necessary expenses incurred by bargaining unit members for approved official travel outside the City of Fairbanks because of such education and training shall 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 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 Employer under Section 15.1. In order 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 shall 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 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. The package rate will be adjusted by an increase of one and one half percent (1.5%) for 2015. Either party may request a wage re-opener for 2016 and 2017 by giving notice in the 9th and 21st months. Any increase for each year will be calculated on the package rate. The Union may allocate the package rate to wages, pension and health and welfare as it sees fit. This increase shall be retroactively applied beginning January 1, 2015.
- B. Employees will be paid a one-time cash bonus in the amount of \$300.00 the next pay period following mutual ratification of this Agreement.
- C. 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.
- D. The parties recognize that computing a full package rate, in which actual wages, health care and pension costs are computed on the basis of annual compensable hours, is a more accurate method of reflecting the actual cost to the City. In the past, the parties did not consistently use a package rate approach. Effective January 1, 2008, the parties converted the past methods of accounting for wages and benefits into a package rate upon which all future wage changes will be based.

16.2 – Pay for Temporary Assignments

Under ordinary circumstances, the Employer agrees to use employees within their own CBA and classification. When an employee is required to assume the duties of

another position in excess of 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 may be appointed by the City Mayor or 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 including performing normal duties and, if needed, performing duties of other Department employees. While serving as Acting Department Head, the employee shall receive the higher rate of pay. Any leave cash out will be at the regular rate, not the higher rate.

16.3 - Compensatory Time

A. Exempt Employees.

Compensatory time is time off made available to an employee who has worked in excess of 40 hours per work week as a result of their attendance at such things as mandatory meetings, actual call-outs, evening work on special projects the completion of which is not feasible during the ordinary work day or work week or other similar functions. The accrual and use of compensatory time shall 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 following exceptions. Public Safety employees may by law accrue up to 480 hours. Any amount of compensatory time accrued by special assignments beyond the 240-hour limit as a result of this exception must be approved by the Mayor or the Mayor's designee and used within 6 months of the date it was earned, beyond which time any amount remaining in excess of 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, as a result of actions performed for the City in the line of duty, shall suffer no loss in regular earnings, but shall be compensated during their

service at the employee's rate of pay if on-duty. Any witness fees shall be turned over to the City. If members are off-duty they shall 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, shall 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. Bargaining unit members shall be given at least 10 working days prior to finalization of any evaluation to make a written rebuttal, which shall 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 shall be made on the basis of merit and fitness. Where merit and fitness are equal, the greater seniority of one applicant over another shall 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 shall 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 shall also specify the position's opening date, a job description and title, and any other pertinent information including any tests or examinations that will be required and 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.

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 Director.

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 shall 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 shall 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 work place, 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. In addition, \$40.00 a day will be paid for meals and optional items and shall be adjusted upward by the same amount as any increases in the City Code.

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 shall be at the rate allowed by the Internal Revenue Service as proper. 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 as proper.

ARTICLE 20 PERSONAL LEAVE

20.1 - Personal Leave

Employees shall 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.

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 shall 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 shall 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 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.

The City will pay pension contributions on personal leave cashed out by IBEW members, under this Section.

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 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. The following shall be the vehicle for that purpose.

- A. Each employee wishing to donate personal leave will fill out, date and sign a leave slip showing the amount of leave the employee wishes to donate in increments of not less than 4 hours and deliver said leave slip to the Finance Department.
- B. Each leave slip will have written or typed along the bottom: "Leave donated

to (employee name).” The employee receiving the leave donation will have the amount of leave converted to their pay rate.

- C. Once personal leave is donated, it is irretrievable by the donor.
- D. It is the understanding of the City that the Internal Revenue Service at this time treats donated leave as income to the recipient, and not a taxable event to the donor. However, the City has no control over the tax treatment of such donated leave.

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 Article 21, Section 6 of this Agreement. In exercising such discretion, the Mayor may require a report from the employee as to the member's expected time to return to work. The employee may also be required to submit to his 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 shall not be lost during any period of approved absence due to sickness or disability. Additional seniority rights shall 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 shall 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 shall be deemed to establish that the employee will be unable to return to work unless the employee, by actually returning to work, or by the report of a competent physician establishes that a permanent partial disability will not preclude their return to the job in question. The City will 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 shall be reinstated by the City upon receipt of a doctor's full work release.

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

An employee 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 shall be compensated during their service while serving such jury duty, provided, however, that any jury duty pay received is turned over to the Employer by the employee. It is agreed that an employee reporting for jury duty who is then released for the day shall return to work for the rest of the work shift.

21.4 - Funeral Leave

An employee may use personal leave or leave without pay to attend a funeral.

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 shall 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 shall 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. In the event that the position the employee vacated no longer exists at the time he or she is qualified to return to work, such person shall 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 shall 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 shall 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 shall 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 shall 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 shall 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

Regular employees in good standing may be granted leave without pay. An employee is in good standing if their job performance has been satisfactory for a period of 12 months preceding their request.

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

While on leave without pay, seniority and personal leave will not accrue. Longevity

credits for the purpose of completing probation and pay anniversary date shall also be suspended during any period of leave without pay.

Where leave without pay is granted, the employee shall not first be required to 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 shall 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 shall be entitled to a maximum of 90 days leave of absence from the City to fill their Union position. During such leave of absence, such employee shall 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 shall 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 90 day period, the employee shall forfeit their seniority with the City. Upon termination of their position with the Union at any time after expiration of this 90 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 shall be to the Union's Fairbanks business office. The employee's time to respond to such notice shall 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 shall 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 Employer approval in the absence of a legitimate and verifiable explanation.
- B. Seniority shall 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) shall 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, shall not be considered a separation. Seniority credits for purposes of completing probation, pay anniversary date and the accumulation of leave benefits shall 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 shall 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 shall 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 shall be ranked in inverse order of layoff. The recalled position shall 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 shall 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 shall be offered to the employee with the most City seniority of those employees on the bargaining unit's layoff list. In order to receive recall notice from the bargaining unit's layoff list the employee shall 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 he or she has attained regular status, the recalled employee shall be appointed to that position as a permanent employee. If an employee is recalled to a position in which he or she has not attained regular status, the recalled employee shall be appointed to that position as a probationary employee.

- B. Notice of Recall. Notice of recall shall 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.

23.3 – Notification

In every case of layoff of any regular or probationary employee, the City shall give the employee at least 30 days' written notice in advance of the effective date as provided for in Section 8.1.

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 Employer.

24.2 - No Lockouts

The Employer 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 Employer, shall 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 shall continue in full force and effect and shall 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

Except for re-openers for Section 6.1 'Holidays' (2016) and Section 16.1 'Wage Classification and Salaries' (2016 and 2017) this Agreement shall be effective from January 1, 2015 through May 31, 2017. Re-openers for Section 6.1 'Holidays' shall result in no deduction of paid time off for members. Any provision within this Agreement which has a retroactive effect shall only apply to those employees covered by this Agreement and actually employed by the City on the date that this Agreement

is approved and signed by both the City and the Union. 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

Negotiations for a successor contract shall commence no later than March 1, 2017.

- A. In the event the expiration date of this Agreement is reached during the course of or prior to the completion of negotiations for a new or modified agreement, this Agreement shall 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 shall become null and void, unless extended by mutual written agreement.

26.3 - Successor Clause

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, 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 of location of business of either party.

26.4 - Dispute Resolution

Any dispute involving the commencement date or termination date of this Agreement shall be considered a grievance and submitted to the expedited grievance-arbitration procedure set forth herein, unless the parties mutually agree to submit the issue for judicial review.

26.5 – Printing

Upon final consummation and approval of this Agreement, it shall be printed in booklet form. 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 - Tense, Number and Gender as used in this Agreement

- A. Words in the present tense include the past and future tenses, and words in the future tense include the present tense.
- B. Words in the singular number include plural, and words in the plural number include the singular.
- C. Words of any gender include masculine, feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

27.2 – Definitions

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

- A. "Administrative Leave" shall mean authorized absence from an employee's regular work duties for purposes such as training, education, or other reasons.
- B. "Base rate" shall mean the specific dollar amount paid the employee.
- C. "Anniversary date of hire" shall mean the date at which an employee has completed a service year of 52 weeks of paid service.
- D. "Promotion" shall be 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" shall be 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 City Council by Ordinance No. _____, on _____,

SCHEDULE "A"

Section 1.

Position Classifications		2015 Package Rate	Pension	Health & Welfare	Benchmark Wage Rate Range "C"
	Union	1/1/2015			
Administrative Assistant/HR Admin #	1547	39.6051	6.59	4.90	28.1151
Legal Secretary #	1547	43.7280	6.59	4.90	32.2380
Deputy City Clerk** #	1547	41.3865	6.59	4.90	29.7965
Deputy City Clerk I (Clerk/Typist)	1547	39.6051	6.59	4.90	28.1151
Property Development Manager	1547	53.0720	6.59	4.90	41.5820
Engineer IV	1547	57.4526	6.59	4.90	45.9626
Engineer III	1547	57.2061	6.59	4.90	45.7161
Engineer II	1547	48.1648	6.59	4.90	36.6748
Engineer I	1547	45.1173	6.59	4.90	33.6273
Engineering Intern	1547	33.1702	5.59	4.90	22.6802
Environmental Manager	1547	55.5806	6.59	4.90	44.0906
Engineering Technician Supervisor	1547	50.4615	6.59	4.90	38.9715
Quality Control Officer	1547	43.9074	6.59	4.90	32.4174
Public Works Director/City Engineer	1547	63.1870	6.59	4.90	51.6970
Facilities Manager	1547	50.4615	6.59	4.90	38.9715
Building Official	1547	59.4356	6.59	4.90	47.9456
Plans Examiner	1547	49.3400	6.59	4.90	37.8500
Senior Structural Plan Check Engineer	1547	52.7584	6.59	4.90	41.2684
Code Compliance Inspector	1547	48.0862	6.59	4.90	36.5962
Combination Building Inspector	1547	49.0937	6.59	4.90	37.6037
Police Chief*	1547	61.2932	0	4.90	56.3932
Emergency Dispatch Center Manager	1547	55.9051	6.59	4.90	44.4151
Fire Chief	1547	67.9372	6.59	4.90	56.4472
Assistant Fire Chief	1547	58.0671	6.59	4.90	46.5771
Chief Financial Officer #	1547	63.9711	6.59	4.90	52.4811
Controller #	1547	57.4398	6.59	4.90	45.9498
General Ledger Acct/Grants Manager	1547	54.7060	6.59	4.90	43.2160
Accounting Specialist	1547	39.7620	6.59	4.90	28.2720
Accounting Specialist – Payroll	1547	41.7114	6.59	4.90	30.2214
Information Technology Manager(IT Director) #	1547	58.7299	6.59	4.90	47.2399
Network Administrator (Applications Mgr)	1547	54.1460	6.59	4.90	42.6560
Network Engineer (Sys/Network Admin)	1547	48.3115	6.59	4.90	36.8215
Programmer/System Administrator (Financial Systems)	1547	51.7948	6.59	4.90	40.3048
System/Network Administrator	1547	43.6945	6.59	4.90	32.2045
Help Desk Coordinator	1547	38.2747	6.59	4.90	26.7847
FMATS M.P.O. Coordinator	1547	69.6693	6.59	4.90	58.1793
FMATS Admin Assistant	1547	39.6051	5.59	4.90	29.1151
FMATS Planner	1547	41.8571	6.59	4.90	30.3671

* Police Chief does not participate in IBEW pension plan.

** Deputy City Clerk with CMC certification to receive additional \$2.25 per hour on benchmark wage.

Section 2.

After the package rate is set effective January 1, 2015, 2016 and 2017 as provided in Section 16.1(A) and after the Union designates allocation to Pension and H&W, employee will be paid at the benchmark Range C unless, based upon merit evaluation of employee experience, knowledge and skills, dedication and performance, the Mayor finds that individual wages be adjusted to the following ranges.

Range A	Range B	Benchmark Range C	Range D	Range E
90%	95%	100%	105%	110%

Range A is 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 B is 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 D is meant to apply to employees whose knowledge, skills and experience are above average and for employees whose performance is above average.

Range E is 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 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 areas needed for improvement will be provided to the employee. Follow up meetings will be held at the request of the employee
- c. 6 calendar months or more shall 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 shall be held with the employee, the Department Head, the Mayor and any other persons the employee wishes to attend so that the issues 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, he/she shall 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 shall not last longer than 1 calendar year. If the Mayor wishes to again reduce the pay range, the above procedure shall 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.

Introduced By: Mayor Eberhart
Council Member Pruhs
Council Member Gatewood
Finance Committee May 12, 2015
Date: May 18, 2015

ORDINANCE NO. 5981

AN ORDINANCE AUTHORIZING LEASE OF SPACE IN CITY HALL TO JONATHAN DUNHAM D/B/A NOEL BOXING & FITNESS GYM, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City owns and maintains City Hall, containing 64,00 square feet of building area, located at 800 Cushman Street, also known as Block 104A, Fairbanks Townsite; and

WHEREAS, the City Council previously leased basement space in City Hall for a successful youth boxing program, and the space is currently vacant; and

WHEREAS, Jonathan Dunham, d/b/a Noel Boxing & Fitness Gym, sent a letter to the City Mayor, as shown in attached "Exhibit A", respectfully requesting a lease of the 1,400 square feet premises for a similar youth boxing program as described in Exhibit "B"; and

WHEREAS, the City administration has reviewed the space and determined that the area is not required for municipal purposes and can be leased to others; and

WHEREAS, Fairbanks General Code of Ordinances Section 70-44 provides that the City may lease to a non-profit organization without public sale and for less than market value, whenever in the judgment of the City Council it is advantageous to do so; and

WHEREAS, it is the finding of the City Council that a lease of City Hall building space to Jonathan Dunham, d/b/a Noel Boxing & Fitness Gym, is in the best interest of the community.

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

SECTION 1. That a lease instrument substantially in the form shown on attached "Exhibit B" is hereby authorized by Council for the purposes herein stated, providing for a two-year lease term, with a three-year renewal to be determined at the discretion of the Mayor.

SECTION 2. That the Mayor is hereby authorized and directed to execute said lease on behalf of the City, and the City Clerk is authorized to attest and affix the City Seal to said instrument, the execution of which shall take place not less than thirty (30) days after the effective date of this ordinance, as prescribed by City Charter Sec. 8.3 and FGC Sec. 70-56.

SECTION 3. That the effective date of this ordinance shall be the 13th day of June, 2015.

JOHN EBERHART, Mayor

AYES:
NAYS:
ABSTAIN:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. DANYIELLE SNIDER, CMC, City Clerk

PAUL EWERS, City Attorney



**Noel Boxing & Fitness Gym 1321 Karen Way Apt.
25 Fairbanks, Alaska 99709 Phone (907) 371-7403**

May 6, 2015

Honorable Mayor John Eberhart and Council Members
City of Fairbanks
800 Cushman Street
Fairbanks, Alaska 99701

Subject: Request for Space at City Hall, Youth Boxing Program

Dear Mayor and Council:

Please accept this letter as my introduction and request for basement space in City Hall.

My name is Jonathan Dunham. When the City first leased space to the Fairbanks Boxing Club in 1998, I was personally mentored and coached by the founder, Bill Fairbanks. Seventeen years later, I am in a position to give back to the youth of our community in the same way that I was blessed. While working at a large gym over the last six years, I have coached over 500 young boxers.

With the assistance of a grant writer, I am applying for a Division of Vocational Rehabilitation Grant, for which I am qualified, and a grant from CST. These grants will provide the seed money for sports equipment and monthly expenses. However, approval of these grants will require that I have located a space for the Boxing Club. I also have local funding opportunities, but these too depend on having a suitable space.

Like my own mentor, my goal is to reach out to at-risk youth and young adults. My formula is simple, and that is to require discipline, create pride and to provide rewards and recognition. I believe that I can make a difference in the "prison pipeline" that affects our disadvantaged youth. I hope to provide the sense of belonging through organized sports that many from lower economic backgrounds are denied.

Boxing Club members will be registered with USA Amateur Boxing, who will place them and the Club under their insurance policy, providing liability insurance of \$1,000,000.

I am respectfully requesting that the City grant a lease of the former boxing club space to Noel Boxing & Fitness Gym. I do understand that a lease can only be approved by the City Council. Please let me know if there is anything I can do to support this request. I have, for example, draft rules of conduct and school attendance that I would be happy to share. It is my hope that the City will rent to me on the same basis as the Boys & Girls Club. Thank you for considering this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jonathan Dunham', written over a blue horizontal line.

Jonathan Dunham
Noel Boxing & Fitness Gym

**ORDINANCE No. 5981
'EXHIBIT A'**

EXHIBIT 'B' TO ORDINANCE NO. 5981
DRAFT REAL ESTATE LEASE

THIS LEASE executed and effective this ____ day of _____, 2015, between THE CITY OF FAIRBANKS, a municipal corporation of the State of Alaska, with address of 800 Cushman Street, Fairbanks, Alaska, 99701, hereinafter called Lessor, and JONATHAN DUNHAM d/b/a NOEL BOXING & FITNESS GYM, with address 1321 Karen Way, Apt. 25, Fairbanks, Alaska 99709, hereinafter called Lessee;

WHEREAS, the City of Fairbanks, by Ordinance No. 5981 authorized execution of this lease of City-owned property identified below.

NOW THEREFORE, Lessor, in consideration of the rent hereinafter specified and of the mutual covenants and agreements herein expressed does lease that certain real property, including land and buildings, described as follows:

1. Lease of Premises. The Lessor leases to Lessee, and Lessee leases from Lessor, the real property located at Fairbanks, Alaska, more particularly described as follows:

1.1 Premises. A portion of 800 Cushman Street, Fairbanks, Alaska, located within Block 104, Fairbanks Townsite, known as "City Hall", containing 1,400 square feet, comprised of the following identified building area:

1.2 Basement. The basement area located in the "north west addition", with entry adjacent to Eighth Avenue, as indicated in Attachment 1.

2. Parking. The following parking is made part of this Lease:

2.1 Reserved Parking. Lessee shall have exclusive use of one designated parking space, located in the "rear" (west) parking lot of City Hall, as indicated in Attachment 2. Street parking is available for use, subject to regulatory signage.

3. Term. The term of this Lease shall be for two years, commencing on July 13, 2015, and ending at midnight on July 12, 2017.

3.1 Renewal. This lease may be renewed for an additional three years upon expiration of the original term, provided that Lessee requests such renewal in writing not less than forty-five days in advance of the termination date. Approval of this renewal request shall be at the sole discretion of the City Mayor.

4. Escape Cancellation. Lessee, upon 90 days advance written notice delivered to the address of Lessor, may cancel and terminate this lease, surrendering the premises in a neat and clean condition.

5. Rent. As compensation for use of the premises during the life of this lease and any extensions thereof, Lessee shall pay monthly its full pro-rata share of the utility expenses for City Hall. The Lessee's pro-rata share of utilities shall be computed as a portion of the total average monthly utility expenses for City Hall, allocated by the percentage of total building area

occupied by Lessee. For purposes of this lease, the pro-rated amount is **\$318.00 per month**. Rent is subject to increase or decrease upon annual review of actual utility expenses.

6. Renovation & Hazardous Materials. Should abatement of asbestos or other hazardous materials within the lease area become necessary during performance of any tenant renovations, the cost of such abatement shall be the responsibility of Lessee. Abatement of asbestos or other hazardous substances which must be performed as part of any renovation or occupancy of the premises shall be conducted in compliance with rules and requirements of the Alaska Department of Labor, Division of Labor Standards, OSHA, and the US Environment Protection Agency. Qualified, certified and competent workers, techniques, and notice and reporting requirements shall be used at all times. Abatement of asbestos or other hazardous substances shall be subject to review and approval by the Building Official and City Engineer. Any tenant renovations or modifications of the lease space shall first be submitted to the Mayor for review and approval at his discretion.

7. Condition. Lessee has inspected the premises, is familiar with its physical condition and accepts the premises in its "as-is" condition.

8. Permitted Uses. Lessee shall use the premises for the nonprofit business of youth boxing and fitness activities.

9. Prohibited Uses. Lessee shall not use or permit the use of the premises or any part thereof in violation of any applicable law, ordinance, regulation, or provision of this Lease. Overnight boarding is specifically prohibited.

10. Access and Security. Access to the lease area for all purposes shall be through the north entrance only, as shown in Attachment 1. Lessee shall be responsible for operation and security of the doors at this location. Lessee shall be responsible for keeping members or other users of Noel Boxing & Fitness Gym within the lease area.

11. Payment of Expenses Relating to the Premises.

11.1 Utilities. Lessee shall be responsible for payment of telephone, cable TV, and other privately contracted services as required by the utility provider. Lessee shall also pay a monthly fee to compensate for general utility usage as set forth in Section 5.

11.2 Maintenance. Lessee shall perform all routine interior maintenance associated with the leased premises proper, including but not limited to incidental replacement of light bulbs, repair of electrical and mechanical systems within the lease area, and general maintenance, keeping the premises in a clean and safe condition. In the event that Lessor performs maintenance or repairs under this section, whether at its election or upon request of Lessee, Lessee shall repay Lessor for the actual costs of materials and labor expended for same. Such charges shall not include indirect costs of Lessor's employees.

Lessor shall perform maintenance of the building exterior, roof, and walls, including mechanical and electrical systems beyond the leased area, exterior maintenance, and snow removal. Lessor shall also maintain sidewalks and grounds adjoining the leased premises. Lessee shall notify Lessor of hazards or safety concerns in the exterior common areas in a timely manner.

11.3 Janitorial and Garbage Collection. Janitorial and garbage service within the premises, if any, shall be provided by Lessee.

11.4 Taxes. Lessor is a municipality of the State of Alaska and is, therefore, exempt from property taxes. If taxes are levied against the leased premises by a governmental body while Lessor remains the owner of record, any such taxes shall be paid by Lessee.

12. Exculpation and Indemnity.

12.1 Exculpation of Lessor. Lessor shall not be liable to Lessee for any damage to Lessee or Lessee's property from any cause. Lessee shall bear all risk of loss as to all personal property of the Lessee, stored, or remaining on or near the premises, including without limitation, inventory, equipment, fixtures, and employees' personal effects.

12.2 Indemnity. Lessee shall defend and hold the Lessor harmless from all damages arising out of any damage or injury to any person or property occurring in, about, or on the premises, excluding exterior public areas.

12.3 Public Liability and Damage Insurance. Lessee at its sole cost shall at all times maintain public liability and damage insurance with a single combined liability limit of \$1,000,000 and insure against all liability of Lessee and its authorized representatives arising out of and in connection with Lessee's use or occupancy of the premises, excluding exterior public areas. All public liability insurance and property damage insurance shall insure performance by Lessee of the indemnity provisions provided herein. Lessor shall be named as an additional insured.

13. Prevention of Waste and Nuisance. Lessee shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to Lessor or the owners or occupants of adjacent properties. Violation or breach under this section shall be determined at the sole discretion of the Mayor.

14. Assignment and Sublease. Lessee shall not assign its rights under this Lease or sublet all or any portion of the premises without the prior written consent of Lessor. Consent shall be at the sole discretion of Lessor.

15. Liens. Lessee shall keep the premises free from any liens, including without limitation those liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.

16. Consultation with Attorney. Lessee acknowledges that it has the right to review this Lease and all other documents relating to the Lease with its own attorney. Each party electing to have this Lease reviewed by an attorney shall bear the costs and expenses so incurred.

17. Destruction. If during the Lease term, the premises are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, Lessee, at its election, may either terminate this Lease or restore the premises. Lessor shall have no duty to repair or restore the premises. If lessee elects to restore the premises, Lessee will have one hundred twenty (120) days in which to complete the repairs. If Lessee elects not to repair the premises, this agreement will terminate.

18. Right of Entry. Lessor, its agents and authorized employees shall have the right to enter the leased premises to examine it and to make repairs as Lessor may deem necessary or desirable during Lessee's business hours. All such entry shall be preceded by 24 hours

advance notice to Lessee, except that immediate entry shall be allowed in event of an emergency.

19. Default. Failure to occupy and operate the premises for 30 consecutive days or failure to perform any provision of this Lease shall constitute default by Lessee of this Lease. Upon Lessee's default, Lessor shall give Lessee ten days notice to cure the default. No default notice shall be deemed a forfeiture or a termination of this Lease unless Lessor so elects in the notice.

20. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change of address.

21. Attorney's Fees. If Lessor brings or maintains an action for enforcement of any of the covenants, terms or conditions of this Lease, Lessee shall pay all costs incurred by Lessor for such action including attorney's fees in the event Lessee is found to be at fault.

22. Time of the Essence. Time is of the essence of each provision of this Lease.

23. Successors. This Lease shall be binding on and inure to the benefit of the parties and their successors.

24. Severability. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above.

LESSEE:
Noel Boxing & Fitness Gym

LESSOR:
City of Fairbanks

By: Jonathan Dunham
Title: Sole Proprietor

By: John Eberhart
Title: Mayor

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC
City Clerk

Paul Ewers
City Attorney

(City seal)

ACKNOWLEDGMENT

THIS IS TO CERTIFY that on this _____ day of _____ 2015 the undersigned, a Notary Public for the State of Alaska, duly commissioned and sworn as such, personally appeared JOHN EBERHART, and D. DANYIELLE SNIDER, and that they acknowledged before me that they executed the same for and on behalf of The City of Fairbanks and under the authority of said municipal corporation so granted by the City Council, as their free and voluntary act and deed of said corporation.

IN WITNESS, I have set my hand and affixed my official seal on this _____ day of _____ 2015.

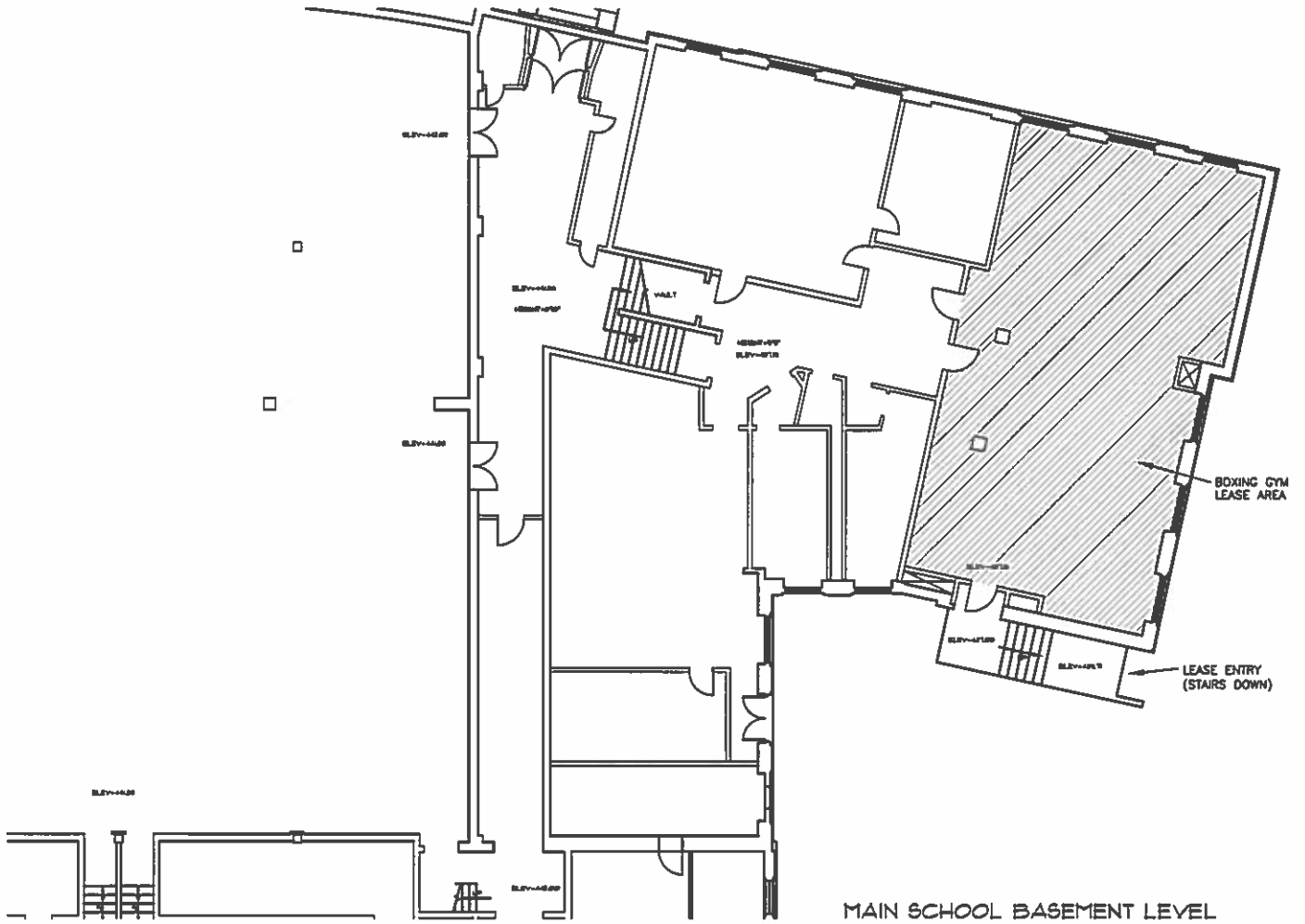
Notary Public
My Commission Expires: _____

ACKNOWLEDGMENT

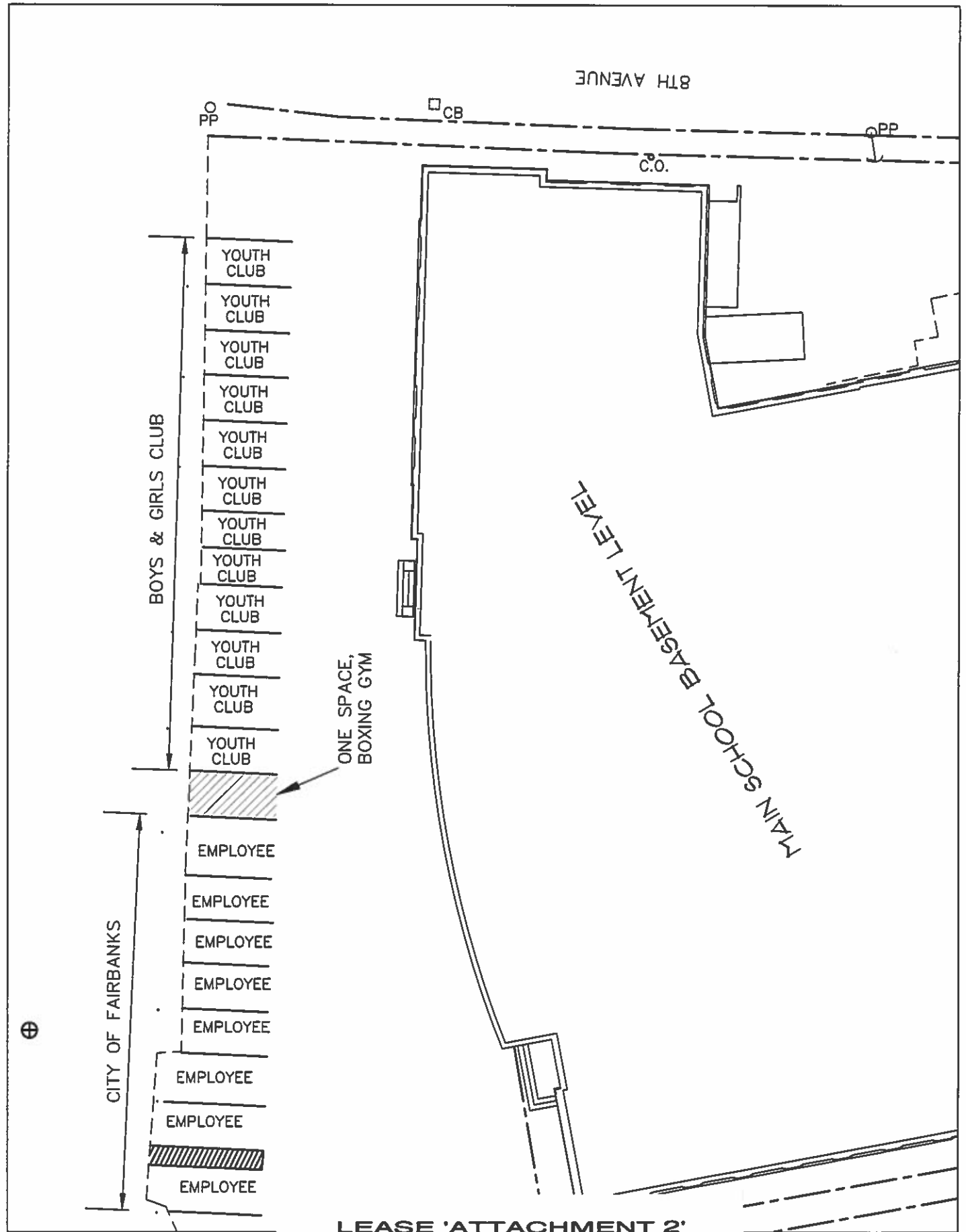
THIS IS TO CERTIFY that on this _____ day of _____ 2015 the undersigned, a Notary Public for the State of Alaska, duly commissioned and sworn as such, personally appeared **Jonathan Dunham**, Sole Proprietor, Noel Boxing & Fitness Gym., to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that she/ he signed the same freely and voluntarily for the uses and purposes therein mentioned, having authority to do so.

IN WITNESS, I have set my hand and affixed my official seal on this _____ day of _____ 2015.

Notary Public
My Commission Expires: _____



LEASE 'ATTACHMENT 1'



LEASE 'ATTACHMENT 2'

RESOLUTION NO. 4675

**A RESOLUTION AUTHORIZING THE REPLACEMENT OF A NON-COMPLIANT
STORM DRAIN LINE NEAR A DRINKING WATER INTAKE WELL AT THE
WATER TREATMENT PLANT**

WHEREAS, the owner of the Water Treatment Plant, Golden Heart Utilities, was notified by the Alaska Department of Environmental Conservation (ADEC) on December 4, 2014, that an existing storm drain line near an intake well does not meet the minimum separation distance outlined in 18 AAC 80.020; and

WHEREAS, minimum separation distances are established by the ADEC to protect drinking water sources from potential sources of contamination; and

WHEREAS, the ADEC requested that by 2018 the storm drain line be relocated to meet the minimum separation distance or replaced in its current location with a new watertight line pressure tested at four pounds per square inch; and

WHEREAS, the City of Fairbanks owns and operates the non-compliant storm drain line. The line was installed in the early 1950s and made of woodstave pipe; it has deteriorated over time and is in need of replacement; and

WHEREAS, replacement of the current storm drain line with an ADEC compliant line is estimated to cost \$60,000, which is less than the cost of relocating the line; and

WHEREAS, funding for this project is available from the capital fund budget for road maintenance (\$458,256 uncommitted);

NOW, THEREFORE, BE IT RESOLVED by the City Council that the City of Fairbanks authorizes the replacement of the non-compliant storm drain line by 2018 with funding from the capital fund budget for road maintenance and authorizes the Mayor to execute any and all documents required for this project.

PASSED and APPROVED this 8th day of June 2015.

John Eberhart, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS

FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 4675

Abbreviated Title: REPLACE STORM DRAIN NEAR WATER TREATMENT PLANT

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	Contracts	Personnel	Total
Storm Drain Improvements		\$60,000		\$60,000
TOTAL	\$0	\$60,000	\$0	\$60,000

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
City of Fairbanks Capital Funds (Road Maintenance)		\$60,000		\$60,000
TOTAL	\$0	\$60,000	\$0	\$60,000

The estimated operations and maintenance costs associated with these improvements in the amount of \$7,750 will be incorporated in the annual general fund budget.

Reviewed by Finance Department:

Initial mb

Date 5/19/2015

Chena River

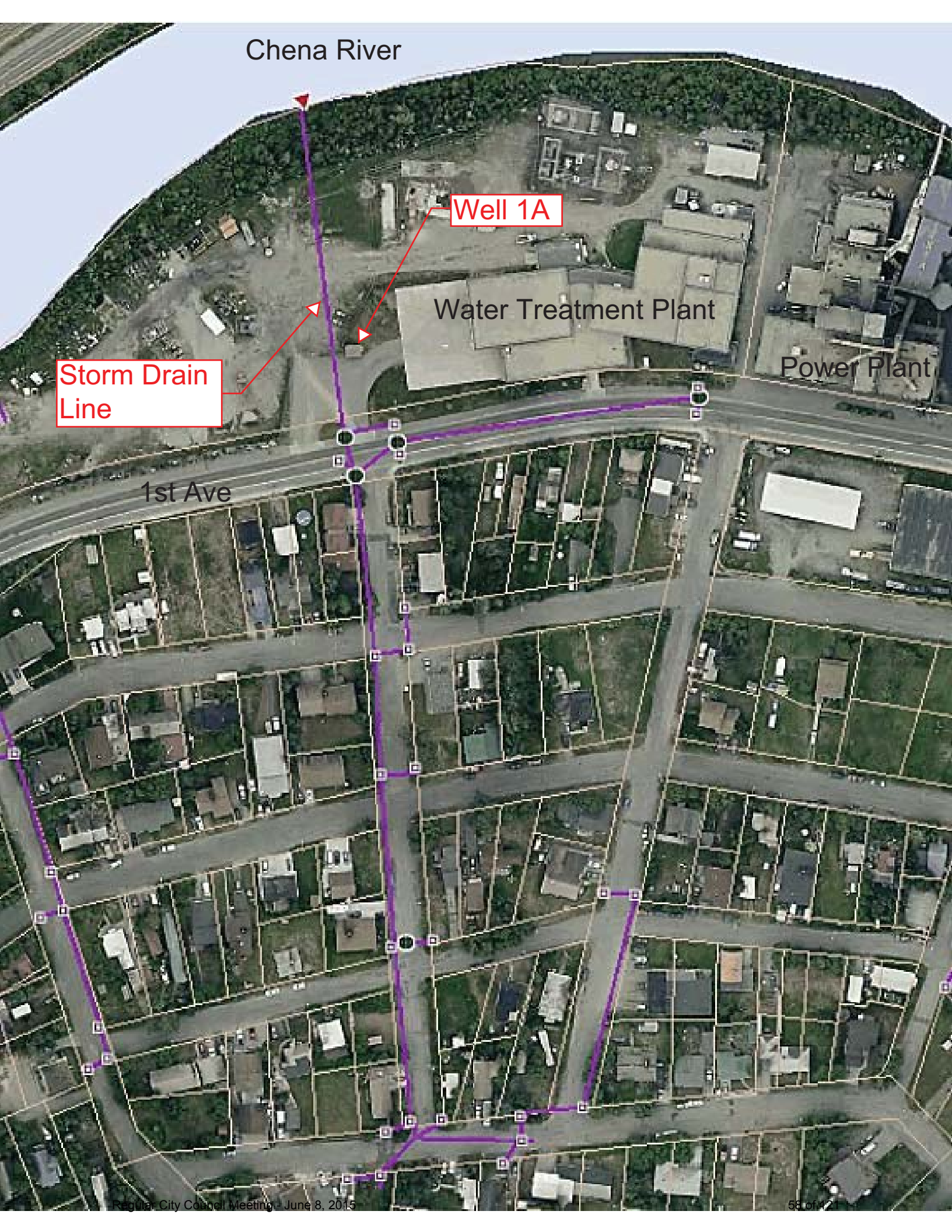
Well 1A

Water Treatment Plant

Power Plant

Storm Drain Line

1st Ave



RESOLUTION NO. 4676

A RESOLUTION TO ACCEPT FUNDING FROM THE BUREAU OF JUSTICE ASSISTANCE (BJA) FOR THE FFY2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

WHEREAS, the City of Fairbanks has received notification of funding through the Bureau of Justice Assistance for the FFY2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of \$28,190; and

WHEREAS, the City of Fairbanks has used federal and state JAG funds in combination to retain an officer in our local Statewide Drug Enforcement Unit (SDEU) for the purpose of conducting area-wide drug and alcohol investigations; 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 is authorized to execute any and all documents required for accepting funds on behalf of the City for this grant.

PASSED and APPROVED this 8th Day of June 2015.

John Eberhart, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS

FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 4676

Abbreviated Title: FFY2015 JUSTICE ASSISTANCE GRANT (JAG) FEDERAL PROGRAM

Department(s): POLICE

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	Contracts	Personnel	Total
Statewide Drug Enforcement Unit Investigator			\$130,150	\$130,150
TOTAL	\$0	\$0	\$130,150	\$130,150

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
United States Department of Justice			\$28,190	\$28,190
Alaska Department of Public Safety			\$101,960	\$101,960
TOTAL	\$0	\$0	\$130,150	\$130,150

The City may have incidental costs associated with the position such as meals and training that will not exceed the approved budget.

Reviewed by Finance Department:

Initial mb

Date 5/20/2015

RESOLUTION NO. 4677

**A RESOLUTION TO APPLY FOR AND ACCEPT FUNDING FROM THE
ALASKA DEPARTMENT OF PUBLIC SAFETY FOR THE SFY2016
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**

WHEREAS, the City of Fairbanks has received notification that funding is available through the Alaska Department of Public Safety for the SFY2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, the City of Fairbanks has used state and federal JAG funds in combination to retain an officer in our local Statewide Drug Enforcement Unit (SDEU) for the purpose of conducting area-wide drug and alcohol investigations; and

WHEREAS, the City of Fairbanks plans to request \$101,960, and a match is not required;

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Mayor is authorized to execute any and all documents required for accepting funds on behalf of the City for this grant.

PASSED and APPROVED this 8th Day of June 2015.

John Eberhart, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS

FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 4677

Abbreviated Title: SFY2016 JUSTICE ASSISTANCE GRANT (JAG) STATE PROGRAM

Department(s): POLICE

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	Contracts	Personnel	Total
Statewide Drug Enforcement Unit Investigator			\$130,150	\$130,150
TOTAL	\$0	\$0	\$130,150	\$130,150

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
United States Department of Justice (BJA)			\$28,190	\$28,190
Alaska Department of Public Safety			\$101,960	\$101,960
TOTAL	\$0	\$0	\$130,150	\$130,150

The City may have incidental costs associated with the position such as meals and training that will not exceed the approved budget.

Reviewed by Finance Department:

Initial mb

Date 5/20/2015

RESOLUTION NO. 4678

**A RESOLUTION TO APPLY FOR FUNDING FROM THE OFFICE OF
COMMUNITY ORIENTED POLICING SERVICES (COPS) FOR THE
FFY2015 COMMUNITY POLICING DEVELOPMENT (CPD) PROGRAM**

WHEREAS, the City of Fairbanks has received notification that funding is available through the Office of Community Oriented Policing Services for the Community Policing Development Program to advance public safety through community policing in an effort to prevent or reduce crime and violence; and

WHEREAS, the City of Fairbanks Police Department would like to request funds to enhance community policing efforts in the Fairbanks area by contracting with Volunteers in Policing to provide services during the two-year period of the grant; and

WHEREAS, the City of Fairbanks plans to request \$75,000, and a match is not required;

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Mayor is authorized to execute any and all documents required for accepting funds on behalf of the City for this grant.

PASSED and APPROVED this 8th Day of June 2015.

John Eberhart, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS

FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 4678

Abbreviated Title: FFY2015 COMMUNITY POLICING DEVELOPMENT (CPD) GRANT

Department(s): POLICE

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	Contracts	Personnel	Total
Volunteers In Policing Contractual Services		\$75,000		\$75,000
TOTAL	\$0	\$75,000	\$0	\$75,000

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
United States Department of Justice (COPS)		\$75,000		\$75,000
TOTAL	\$0	\$75,000	\$0	\$75,000

The City estimates no additional costs in association with this contract.

Reviewed by Finance Department:

Initial mb

Date 5/22/2015

RESOLUTION NO. 4679

**A RESOLUTION AWARDING A CONTRACT TO [CONTRACTOR] FOR
THE HAMILTON ACRES ROAD IMPROVEMENTS PROJECT FB-15-08**

WHEREAS, in accordance with FGC Chapter 54, Article IV, Competitive Bidding, bids were solicited for the Hamilton Acres Road Resurfacing & Drainage Improvements project; and

WHEREAS, the most responsive bidder for the project is [Contractor] of [Location] in the amount of [Dollars and Cents] (\$X,XXX,XXX.XX); and

WHEREAS, funding for this project is provided to the City of Fairbanks through the State of Alaska Designated Legislative Grant Program; and

WHEREAS, the City of Fairbanks will maintain the improvements, and there is no match requirement for the construction of this project;

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.

PASSED and APPROVED this 8th Day of June 2015.

John Eberhart, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

**CITY OF FAIRBANKS
FISCAL NOTE**

I. REQUEST:

Ordinance or Resolution No: 4679

Abbreviated Title: HAMILTON ACRES ROAD RESURFACING & DRAINAGE IMPROVEMENTS

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	Contracts	Personnel	Total
Road Resurfacing & Drainage Improvements		\$482,000		\$482,000
TOTAL	\$0	\$482,000	\$0	\$482,000

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
State of Alaska Designated Legislative Grant		\$482,000		\$482,000
TOTAL	\$0	\$482,000	\$0	\$482,000

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

Reviewed by Finance Department:

Initial mb

Date 5/18/2015

Introduced by: Mayor Eberhart
Finance Committee: June 2, 2015
Date: June 8, 2015

RESOLUTION NO. 4680

**A RESOLUTION FIXING THE RATE OF TAX LEVY FOR
MUNICIPAL PURPOSES FOR THE 2015 REAL PROPERTY
TAX OF THE CITY OF FAIRBANKS, ALASKA**

WHEREAS, the real property assessment rolls have been completed, and the Fairbanks North Star Borough Assessor's Office has advised the City Mayor that the net taxable value of real property, as defined by AS 29.71.800, within the City of Fairbanks, Alaska, is estimated at **\$2,605,057,076**.

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

Section 1. That the rate of levy on the net assessed value of taxable real property is hereby fixed at 5.678 mills for municipal purposes within the City of Fairbanks. The 5.678 mill rate as provided in Fairbanks Charter Section 6.5 is comprised of three parts:

General Fund Expenditures:	4.900 mills
Voter approved services(Prop A):	.267 mills
Claims & Judgments:	.511 mills

Section 2. That taxes levied hereby are due, delinquent and subject to penalties and interest as provided by FGC Chapter 74, Article II, City of Fairbanks, Alaska.

Section 3. Taxes in any given year may be paid in two equal installments. The first half of taxes thus levied shall be due on the first day of September in the year in which the taxes are levied and are delinquent if not paid prior to the close of business on that day. The second half of taxes thus levied shall be due on the first day of November in the year in which the taxes are levied and are delinquent if not paid prior to the close of business on that day.

Section 4. The sections, paragraphs, sentences and clauses and phrases of this Resolution are severable. Should any part of this Resolution be declared unconstitutional or otherwise unlawful by a valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or unlawfulness shall not affect any of the remaining sections, clauses, sentences, paragraphs and phrases of this Resolution.

Passed and Approved this 8th day of June 2015.

John Eberhart, MAYOR

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

City of Fairbanks
Property Tax Computation for Mill Levy

PREPARED 6/4/2015

City Charter Sec. 6.6 A. Formula for the computation of the maximum allowable tax is: (A-B)+D+F=G

	2014	2015
A Total Amount of City Tax Levied in Prior Year	\$ 19,496,943	\$ 19,612,220
B Equals the amount of the actual payment of principal and interest on bonds made in prior year	-	-
Amount levied for judgments in prior year	(1,343,248)	(975,217)
Amount levied for additional voter approved taxes in prior year	(695,380)	(695,380)
(A-B)	17,458,315	17,941,623
D The percentage change in the CPI-U for Anchorage, AK during prior year multiplied by the net taxes levied in prior year. 3.10% 1.60%	541,208	287,066
F The total amount of all exclusions under City of Fairbanks Charter	1,969,493	2,381,639
G Total taxes calculated: G=(A-B)+D+F	19,969,016	20,610,328
Current Year Hotel/Motel Tax Budgeted	(2,233,308)	(2,233,308)
Current Year Alcohol Tax Budgeted	(2,163,000)	(2,179,223)
Current Year Tobacco Tax Budgeted	(930,000)	(930,000)
Total other taxes allowed by tax cap:	14,642,708	15,267,797
FGC Sec. 74-35 Surplus which exceeds 2% of prior year Revenue Cap	-	-
	14,642,708	15,267,797
Total net taxable value of Land and Improvements	\$ 2,574,554,098	\$ 2,605,057,076

Calculated mill levy

2014	2015
5.687	5.861

	0.649	\$ 1,670,597	\$ 2,028,012	0.778
Amount for voter approved services, Judgements and Claims Insurance	4.900	12,615,315	12,764,780	4.900
4.9 mills allowed by Charter	5.549	\$ 14,285,912	\$ 14,792,792	5.678
2013/2014 Property tax	0.226	\$356,796	\$475,005	0.183
Other Taxes that can be levied				

2015 Mill Levy Break Down	
Allowed by Charter	4.900
Additional voter approved services	0.267
Judgments	0.511
	5.678
Other taxes that can be levied	0.183
Calculated mill levy	5.861

* Calculation of F: The total amount of all exclusions under City of Fairbanks Charter section 6.5(B).

f.1 The taxes on new construction or property improvements equals the projected tax revenue from the value of that new construction or property improvements, computed by multiplying the tax rate applied to properties in the City during the current fiscal year by the assessed value of the new construction and property improvements:

New construction & improvements certified value:	63,728,079
Year 2014 mill rate:	5.549
	353,627

f.2 The principal and interest due in the next fiscal year on bonds:	0
f.3 Taxes to provide additional voter-approved services:	695,380
f.4 Taxes for new judgments & claims mitigation insurance:	1,332,632
f.5 Special appropriations necessary on an emergency basis:	0
f.6 Any taxes approved by the voters:	0
	2,381,639 *

Proposition A - 2011

ORDINANCE NO. 5982

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE
CHAPTER 86 VEHICLES FOR HIRE**

WHEREAS, The City Clerk's Office continually strives to provide consistent and up-to-date services to Fairbanks residents through streamlined licensing procedures; and

WHEREAS, some sections of Chapter 86 have not been updated for many years; and

WHEREAS, some of the terms and definitions in this Chapter are lengthy and difficult to understand; and

WHEREAS, the definitions do not clearly describe each type of commercial transportation service operating within the City; and

WHEREAS, transportation network companies such as Uber and Lyft have begun operating in many municipalities throughout the U.S. and are not specifically addressed in the Fairbanks General Code; and

WHEREAS, there are certain types of commercial transportation services that should be exempted from the color scheme requirements due to the nature and limitations of their operation; and

WHEREAS, the Clerk's Office has noted some confusion among Chauffeur applicants in regard to the background screening criteria for drivers and would like to further clarify the language on felony and misdemeanor convictions; and

WHEREAS, it has come to the attention of the City Clerk that a significant number of individuals being licensed as Chauffeurs have delinquent City traffic or criminal fines, which should be paid in full prior to licensing.

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

SECTION 1. That Fairbanks General Code Chapter 86 Vehicles for Hire, Article II is hereby amended as follows [new text in **underlined bold** font; deleted text in ~~strikethrough~~ font]:

ARTICLE II. - VEHICLES FOR HIRE ~~COMMERCIAL TRANSPORT VEHICLE~~

DIVISION 1. - GENERALLY

Sec. 86-31. Definitions.

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

Vehicle for hire means any motor vehicle used to transport passengers to any specified destination, upon request and for a fee, over the streets of the city, and includes, but is not limited to: taxis, limousines, tours and shuttles, and vehicles operated in conjunction with transportation network companies such as Uber and Lyft. Specifically excluded from regulation under this Chapter are: school buses, church buses, vehicles owned or operated by the state or a political subdivision of the state, and commercial vehicles as defined by state law [AS 28.90.990(a)(2)].

Vehicle for hire company means any business entity that employs or dispatches the operation of any vehicle subject to regulation under this Chapter upon the streets of the City of Fairbanks.

Business entity means any business organization of any type.

~~Commercial passenger transport vehicle (CPTV) means any of the following types of vehicles:~~

- ~~(1) *Taxicab* defined as any motor vehicle used for the purpose of transporting passengers, upon request, for a fee, over the streets of the city, the routes of which are neither fixed, defined nor regulated by law or municipal directive.~~
- ~~(2) *Motorbus or van* defined as any motor vehicle having a seating capacity of five or more passengers, according to the manufacturer's rating, operating over established and fixed routes, under private charter or passenger for a fee agreement, whether paid at the time of transport or otherwise. School buses, church buses, any transportation service provided at no charge by a nonprofit corporation, transportation provided at no charge by an employee of a hotel, restaurant, or other business to or from their locations of operation, and motorbuses owned or operated by the state or a political subdivision of the state shall not be governed by this article.~~
- ~~(3) *Limousine* defined as any vehicle used for the purpose of transporting passengers, upon request, for a fee, over the streets of the city, the routes of which are neither fixed, defined nor regulated by law or municipal directive.~~

~~Operate shall mean~~ picking up passengers in, delivering passengers to, or transporting passengers through the city.

DIVISION 2. – COMPANY AND VEHICLE PERMITS

Sec. 86-51. Permit Required.

(a) No ~~business entity~~ person ~~may~~ shall operate or cause to be operated upon the streets of the city any ~~commercial passenger transport vehicle~~ for hire company business unless the entity applicant shall first obtain, through application to the city, and thereafter holds, a valid commercial passenger transport vehicle for hire company permit issued by the city clerk authorizing the operation of such business upon the streets of the city. No permit will shall be issued for a period greater than two years, and a an individual vehicle for hire permit is shall be required for each vehicle operated by the vehicle for hire company under this ~~chapter~~ section. Applications for a vehicle for hire company permit submitted to the city clerk must be accompanied by a current copy of the applicant's State of Alaska and city business licenses.

(b) ~~After being given notice by the city, a~~ Any person operating a vehicle or causing a vehicle to be so operated in violation of subsection (a) of this section will shall be deemed guilty of a misdemeanor and upon conviction of such offense by a court is subject shall be liable to punishment as prescribed in FGC Section 1-15.

(c) ~~License, p~~ Permit and application fees are set forth in the city's schedule of fees and charges for services.

Sec. 86-52. Vehicle registration and Pproof of insurance.

~~There shall be submitted with a~~ An application for a ~~commercial passenger transport vehicle~~ for hire permit must include a copy of current vehicle registration and copies of policies of commercial liability or indemnity insurance providing coverage and protection against loss through personal injury or property damage arising from negligence covering the all vehicles to be operated under by virtue of the permit, s Such insurance must to afford coverage in an amount determined to be satisfactory to the city attorney but not less than \$300,000.00 for all personal injuries sustained in any one accident, coverage in the amount of \$50,000.00 for property damage arising out of any one accident, and \$100,000.00 for all persons injured or who died in any one accident caused by an uninsured motorist. Each policy must shall further contain a clause, addendum or endorsement providing that the insurer or his local agent will give written notice of the cancellation, revocation, termination or expiration of that policy, such notice to be submitted to the city clerk not later than five days prior to such eventuality. Any change in the city attorney's determination of what constitutes adequate insurance will shall be provided in writing to each ~~commercial passenger transport~~ vehicle for hire company business with at least six months before the change is implemented advance notice.

Sec. 86-53. Dispatch location; color scheme; written records.

(a) The application for a vehicle for hire company CPTV permit must required in this division shall provide:

- (1) The identity of the location of the terminal or dispatch office from which the vehicles are to operate or whether they will be dispatched by cellular phone;

- (2) A statement by the applicant that the company applicant will establish and maintain a central radio dispatch office or will operate dispatch by cellular phone, and will keep a daily log of all cellular calls and provide cellular phone numbers to the owner-~~company~~ and the city clerk's office;
- (3) The distinctive single color scheme of the company which will be applied to the exterior of each vehicle to be operated under the permit, including schematics ~~the color scheme~~ of any lettering, logos, graphics or numbers to appear on each vehicle's ~~the exterior~~. **A color scheme exemption may be granted by the city clerk to certain companies whose operation is limited or restricted in nature;**
- (4) A statement by the applicant that he agrees to maintain a written record of all dispatches of vehicles operated under the permit; a regularly-maintained listing, ~~maintained current,~~ of all drivers of vehicles operated under the foregoing permit, reflecting termination dates of drivers who withdraw from such positions; and a record of the daily hours of use for each vehicle operated under such permit; and
- (5) Such other data as may be required by the police chief or city clerk.

(b) The information required in subsection (a) of this section ~~must shall~~ be submitted to the city clerk upon request ~~police chief within five days after the end of the month, except insofar as expressly waived by the police chief~~. All records of such information ~~must shall~~ be preserved by the applicant for not less than two years ~~and made available to the police chief upon request~~.

Sec. 86-54. Revocation; suspension.

(a) A vehicle for hire company permit ~~required in this division~~ may be temporarily suspended or permanently revoked by ~~action of~~ the city clerk for any of the following occurrences:

- (1) Breach of any condition, limitation or modification imposed under this article in approving the application for permit.
- (2) Breach by the ~~holder of the permit~~ holder of any covenant or agreement undertaken by ~~the holder~~ in making application for such permit.
- (3) ~~Delinquency on the part of the holder of the permit or on the part of the individual drivers in payment to the city of any taxes or fees imposed on fares collected for the transportation of passengers in vehicles operated under the permit.~~

(b) Before ~~suspending or revoking any permit,~~ ~~the city clerk~~ will inform the permit holder in writing of a revocation or a suspension of a permit ~~shall set the time and place for a hearing and conduct the hearing.~~

Sec. 86-55. Transfer; assignment.

No permit or license required in this ~~chapter~~ division ~~may shall~~ be transferred or assigned by the holder without application to and ~~the approval of~~ the city clerk. All approved transfers or assignments ~~will shall~~ require payment of a fee, set forth in the city's schedule of fees and charges for services; ~~except that~~ the city clerk may waive such fee where the real party in interest remains substantially unchanged.

Secs. 86-56—86-75. Reserved.

DIVISION 3. - DRIVERS

Sec. 86-76. Chauffeur's license required.

(a) No person ~~may~~ shall operate a commercial passenger transport vehicle **for hire** upon the streets of the city ~~unless until~~ the person has ~~been issued and thereafter holds in effect~~ a **valid** chauffeur's license ~~issued~~ granted by the city.

(b) Any person operating or driving a vehicle in violation of subsection (a) of this section **will** ~~shall~~ be deemed guilty of a misdemeanor and upon conviction **is** ~~of such offense by a court shall~~ be subject to punishment as prescribed in FGC Section 1-15(a).

Sec. 86-77. Application for chauffeur's license.

(a) All applications for issuance or renewal of a chauffeur's license **must** ~~shall~~ be made upon forms provided for this purpose by the city clerk **and**, ~~and the applications shall be submitted to the city clerk for review.~~ **All applicants must meet the following requirements** ~~The requirements to be fulfilled prior to issuance of a chauffeur's license shall be as follows:~~

- (1) ~~The applicant m~~**Must** be 21 years of age or older and furnish proof if requested.
- (2) ~~The applicant m~~**Must** be able to read, write and speak the English language.
- (3) ~~The applicant m~~**Must** **have** be in possession of a current Alaska State Driver's License.
- (4) Must not have any delinquent City criminal or traffic fines or fees.**
- (5) Must not have had their driver's license suspended or revoked within two years of the date of application.**
- ~~(6)~~**(6)** ~~The applicant m~~**Must** not have had a conviction within 24 months of:
 - ~~a. A moving traffic violation which results in suspension or revocation of the applicant's driver's license pursuant to AS 28.15.221 through 28.15.261;~~
 - ~~a~~**b.** Reckless or negligent driving;
 - ~~b~~**e.** Driving while license is **canceled, limited, suspended, or revoked, or in violation of a limitation.**;
- ~~(5)~~ ~~The applicant must not have had his driver's license suspended or revoked within two years prior to the application date.~~
- ~~(7)~~**(6)** Except as otherwise provided in this subsection, the applicant must not have had a felony conviction within eight years or a misdemeanor conviction within four years of:
 - a. Prostitution or promotion of prostitution;
 - b. Any offense **involving a controlled substance** under AS Title 11, Chapter 71 **or the laws of another jurisdiction having substantially similar elements**; ~~Controlled Substances.~~

- c. Any felony or misdemeanor **assault**~~which includes as an element the use or threat of force upon a person;~~
- d. Burglary, felony **theft**~~larceny~~, fraud or embezzlement;
- e. Any sexual offense;
- f. Any homicide or assault involving operation of a motor vehicle;
- g. Two separate felony convictions of any type;
- h. ~~Operation or d~~Driving a vehicle while intoxicated within five years or within eight years for a felony conviction;
- i. Refusal to submit to a chemical test as defined in AS 28.35.032 within five years or within eight years for a felony conviction.

(87) The applicant must not be addicted to the use of intoxicants or narcotics.

~~(8) The applicant must be of good moral character and repute.~~

(9) The applicant must not be a sex offender or kidnapper subject to the registration requirements of AS Title 12, Chapter 63.

(b) The city clerk's office **will** ~~shall~~ procure an online criminal history report for each applicant, the cost of which will be included in the chauffeur license application fee in the city schedule of fees and charges for services.

Sec. 86-78. Reserved.

Sec. 86-79. Residency.

An applicant for a chauffeur's license must have resided within the Fairbanks North Star Borough for a minimum of 30 days immediately prior to application. This residency requirement may be waived by the city clerk if the applicant has had a **city Fairbanks** chauffeur's license within the last five years **or if the applicant lives within 250 miles of the City of Fairbanks.**

Sec. 86-80. Reserved.

Sec. 86-81. Reserved.

Sec. 86-82. Issuance of a chauffeur's license; non-transferability; temporary license; fees; term of licenserefund; expiration.

(a) Upon an applicant's compliance with the requirements of this article, the city clerk **will** ~~shall~~ issue a chauffeur's license to the applicant; ~~said license shall be carried upon that person at all times when operating a vehicle as a licensed chauffeur. No e~~Chauffeur's licenses **are not** ~~shall~~ be transferable or assignable. A temporary chauffeur's license, valid for 30 days, ~~only~~ may be issued to the applicant pending final action on the application.

(b) Chauffeur's license and application fees are set forth in the city's schedule of fees and charges for services. A licensed chauffeur is not required to obtain a city business license under section 14-601 if working exclusively (as an employee or on contract) for a licensed **vehicle for hire company** ~~commercial passenger transport operator who possesses a valid city business license.~~ **No chauffeur's license will be issued for a period greater than two years.**

Sec. 86-83. Suspension; ~~s~~ or revocations.

The city clerk ~~or his designee~~ may temporarily suspend or permanently revoke a chauffeur's license for any of the following causes:

- (1) False or erroneous material statements contained in the licensee's application.
- (2) Conviction for a violation of any section of this chapter **or failure to comply with any section of this chapter.**
- (3) Subsequent conviction of a traffic offense which has resulted in the suspension or revocation of the licensee's ~~state~~ driver's license; or conviction of a traffic offense which places restrictions upon the **licensee's** ~~individual's State of Alaska~~ driver's license.
- (4) Conviction of a felony, ~~or~~ conviction of a misdemeanor involving moral turpitude, or any conviction relating to prostitution.
- (5) Delinquent City criminal or traffic fines or fees.**

~~Sec. 86-84. Regional and interstate bus drivers exempt.~~

~~Operators of motor buses are exempted from the provisions of this division provided such operators are licensed by the Interstate Commerce Commission.~~

Sec. 86-85. Requirement to carry Posting of chauffeur's license.

No owner of a **vehicle for hire company** ~~CPTV business~~ may allow any driver to operate a ~~commercial passenger transport vehicle~~ **for hire** unless evidence, including his full name, that the operator is a licensed chauffeur ~~is visibly posted on the dashboard in the interior of the vehicle.~~ **All chauffeurs must carry their chauffeur's license on their person at all times while operating a vehicle for hire and must present it upon request.**

Sec. 86-86. Maximum number of hours per day.

No licensed chauffeur may operate nor may the owner of a **vehicle for hire company** ~~CPTV business~~ allow a driver to operate a ~~commercial passenger transport vehicle~~ **for hire** in excess of 12 consecutive hours or perform any combination of chauffeuring and other gainful occupation for more than 12 hours in any 24-hour period.

Sec. 86-87. Duty to serve public.

No driver of a ~~commercial passenger transport vehicle~~ **for hire** may refuse or neglect to convey any orderly person upon request if the proper fee is tendered by such person, unless the driver is then engaged or would violate this chapter by conveying such person.

Sec. 86-88. Alcoholic beverages and controlled substances.

No driver of a ~~commercial passenger transport vehicle~~ **for hire** may drink alcoholic beverages or be under the influence of a depressant, hallucinogenic, stimulant or narcotic drug, or any controlled substance, as defined by AS 28.33.190, while on duty or **within** ~~for~~ eight hours prior to operating a ~~commercial passenger transport vehicle~~ **for hire**.

Sec. 86-89. Most direct route.

Every driver of a ~~commercial passenger transport vehicle~~ **for hire must** ~~shall~~ follow the most direct route to the passenger's destination unless otherwise directed by the passenger.

Sec. 86-90. Exclusive use of taxicab.

A driver of a taxi **may not transport** ~~cab shall allow no~~ more than one passenger or one group of passengers, except driver trainees, at any one time without the express consent of that passenger or group of passengers.

Sec. 86-91. Fares and receipts.

On request of any passenger paying a fare, a driver of a ~~commercial passenger transport vehicle or other for hire vehicle~~ **for hire must** ~~shall~~ provide a receipt indicating the fare received, the date, permit number, dispatch company, and driver's legibly printed name.

Sec. 86-92. Records.

~~(a) At all times, a~~ **A** driver **must** ~~shall~~ carry **at all times** in the ~~commercial passenger transport vehicle~~ **for hire** those documents commonly known as trip sheets. For each fare charged, a driver **must** ~~shall~~ record on a trip sheet the following information:

- (1) Driver's full name, vehicle number, ~~taximeter number~~ and date of report.
- (2) Times between which the driver operates the **vehicle for hire** ~~taxicab~~ on the day the trip sheet is prepared.
- (3) For each request for service, the time and place of passenger pickup and delivery, the number of passengers and the amount of the fare received.

Sec. 86-93. ~~Posting~~ Notice of insurance, fares and complaint procedure.

~~The police chief shall designate a place in the interior of all commercial passenger transport~~ **All** vehicles for **hire must carry** ~~the posting of a notice stating the name of the~~ **vehicle's** insurance carrier, fares charged for service and procedures for making complaints to the police department. No person may provide service with a vehicle **for hire** unless such notice is **made available** ~~visible~~ to passengers **upon request**.

Sec. 86-94. Transporting alcohol without passengers.

It ~~is~~ shall be unlawful for any driver of a ~~commercial passenger transport vehicle~~ **for hire** to purchase, transport or deliver alcohol at the request of any individual. Any transportation of alcohol in a ~~commercial passenger transport vehicle~~ **for hire** must be by a passenger ~~who is actually riding in the vehicle.~~

Sec. 86-95. Appeals.

(a) An **individual whose application for a chauffeur's license has been denied or whose chauffeur's license has been suspended or revoked may appeal such denial, suspension, or revocation.** ~~applicant claiming a factual or clerical error must provide any relevant document to the city clerk at which time the city clerk, upon verification, may reverse the license denial.~~

(b) Appeals involving factual or clerical errors must first be appealed to the city clerk who will review the matter and, if appropriate, reverse the license denial, suspension, or revocation.

~~(c)~~ (c) The city council may consider appeals of an **individual** ~~applicant whose~~ **chauffeur's license** application ~~for a chauffeur's license has been denied~~ **or whose chauffeur's license has been suspended or revoked** ~~by the city clerk.~~ The city council may, for good cause, waive compliance with the requirements of ~~86-77(a)~~ **this chapter**, except that the city council will not consider an appeal if the reason ~~for the denial is~~ **for** a conviction for a sexual offense, ~~for a felony drug offense, for driving while intoxicated, or for refusal, within the time indicated in section 86-77~~ or if the applicant has more than one conviction for offenses listed in section 86-77 ~~(a)(76)(a)-(ig)~~ **(a)(76)(a)-(ig)** within the time indicated.

(d) In considering whether to grant an appeal, the council may consider whether the applicant:

- (1) Has made significant efforts at rehabilitation, including successful completion of any court-ordered treatment program; applicant must provide a copy of a certificate showing completion of the recommended program. If the denial was based upon conviction for a crime involving domestic violence, as defined under Alaska Law, the applicant must provide a certificate of completion of a program for rehabilitation of perpetrators of domestic violence that is approved by the State of Alaska Department of Corrections.
- (2) Has successfully completed any period of probation;
- (3) Has made positive contributions to society in general.

Sec. 86-96. Penalties.

(a) Violations of the following sections of this chapter are misdemeanors subject to the penalties set out in FGC Sec. 1-15(a): Sections 86-51, 86-55, 86-76, 86-82, 86-88, and 86-94.

(b) Violations of the following sections of this chapter are infractions subject to a maximum fine of \$300.00 and a mandatory minimum fine of \$100.00: Sections 86-85, 86-86, 86-87, 86-89, 86-90, 86-91, 86-92, and 86-93.

SECTION 2. That the effective date of this Ordinance shall be the ____ day of June 2015.

John Eberhart, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

ORDINANCE NO. 5983

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE SECTIONS
54-40 FORMAL WRITTEN CONTRACTS AND 54-247 INFORMAL
PURCHASING TO INCREASE THE PURCHASING THRESHOLD**

WHEREAS, FGC Sec. 54-40 states when a purchase requires a formal written contract; and

WHEREAS, FGC Sec. 54-247 states when a purchase requires competitive sealed bidding or competitive sealed proposals; and

WHEREAS, there has been significant cost increases, and the current monetary limits on purchases by the administering authority do not reflect such increases.

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

SECTION 1. Fairbanks General Code Section 54-40 Formal Written Contracts, is amended as follows [new text in **underlined bold** font; deleted text in ~~striketrough~~ font]:

Sec. 54-40. Formal Written Contracts.

All contracts awarded under the provisions of this chapter which exceed \$10,000.00 **\$25,000.00** shall be memorialized in a formal, written contract, unless otherwise provided in this chapter.

SECTION 2. Fairbanks General Code Section 54-247 Informal Purchasing, is amended as follows [new text in **underlined bold** font; deleted text in ~~striketrough~~ font]:

Sec. 54-40. Informal Purchasing.

(a) When the value of purchases for supplies, services or construction is estimated to be less than \$10,000.00 **\$25,000.00**, the use of competitive sealed bidding or competitive sealed proposals are not required. Oral or written quotes may be obtained by the purchasing agent and the award made to the lowest responsive and responsible bidder. When competitive purchasing is deemed to be impractical, a written statement citing the reasons must be included in the purchase file by the purchasing agent.

(b) To assist departments in making incidental purchases estimated to be less than \$10,000.00 **\$25,000.00**, the purchasing agent or the mayor may adopt other procedures, which do not require competitive sealed bids or proposals, but shall require competition that is practicable under the circumstances. Such procedures may include:

- (1) Limited or local purchase orders;

- (2) Petty cash;
- (3) Charge accounts;
- (4) Impress funds.

SECTION 3. That the effective date of this Ordinance shall be the 22nd day of June 2015.

John Eberhart, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

City of Fairbanks



MEMORANDUM

To: City Council Members
From: John Eberhart, City Mayor *JME*
Subject: Request for Concurrence – Golden Heart Parking Services Board of Directors (formerly Fairbanks Parking Authority)
Date: May 19, 2015

Fairbanks General Code Section 2-201 states:

Subject to confirmation by the city council, an employee of city public works or engineering with expertise in parking issues or traffic engineering, will be appointed to a seat on the parking authority board of directors.

In order to fill the vacancy created by the resignation of Public Works Director Mike Schmetzer, I hereby request your concurrence to the appointment of the following City Engineering employee to the Golden Heart Parking Services Board of Directors:

Mr. Bruce Carpenter (Term is contingent upon continued employment with the City)


Thank you.

dds/

City of Fairbanks



MEMORANDUM

To: City Council Members
From: John Eberhart, City Mayor 
Subject: Request for Concurrence – Fairbanks Diversity Council
Date: May 19, 2015

In order to fill the vacancy of Seat F on the Fairbanks Diversity Council created by the recent resignation of Mr. Gary Grant, I request your concurrence to the **appointment** of the following new member:

Seat F: Ms. Trina Bailey Term to Expire: June 30, 2016

Four City-appointed seats on the Fairbanks Diversity Council have terms expiring on June 30, 2015. Two of the members have applied for re-appointment. I request your concurrence to the **re-appointment** of the following two members:

Seat I: Ms. Kathleen Wattum Term to Expire: June 30, 2018

Seat K: Ms. Jo Ann Borges Term to Expire: June 30, 2018

The applications of each candidate are attached.


Thank you.




dds/




FAIRBANKS DIVERSITY COUNCIL




BOARD DETAILS

 **OVERVIEW**

-  **SIZE** 18 Seats
-  **TERM LENGTH** 3 Years
-  **TERM LIMIT** N/A

The purpose of the Fairbanks Diversity Council (FDC) is to provide a citizens' forum to the City Council and the Borough Assembly, provide advice and recommendations to promote equal opportunity for all members of the public, serve as a diversity advisory board, and recommend adoption of a Diversity Action Plan.

 **CONTACT**

-  Office of the City Clerk
-  (907) 459-6771
-  cityclerk@ci.fairbanks.ak.us



DETAILS

BOARD/COMMISSION CHARACTERISTICS

The FDC will consist of 15 voting members, 12 of which will be appointed by the City Mayor and subject to approval by the City Council. Eight of those 12 members must be residents of the City of Fairbanks. Three of the voting members will be appointed by the Fairbanks North Star Borough (FNSB) Mayor, subject to confirmation by the Borough Assembly. All appointments of the public members shall be for three-year terms, without compensation. The City Mayor shall serve as non-voting Chairperson. A Vice-Chairperson shall be appointed by the City Mayor from the membership, subject to the approval of the FDC. The Vice-Chairperson's term shall be for three years. No person shall serve more than two full consecutive terms as Vice-Chairperson. The FDC may organize committees and adopt administrative rules and procedures to accomplish its purposes.

MEETINGS

A quorum shall be necessary to conduct a meeting. A quorum shall consist of eight public voting members of the FDC. The business of the FDC shall be transacted by a majority vote of voting members present after a quorum is established. All meetings shall be held, and notices and agendas shall be posted, in compliance with the Alaska Open Meetings Act. Minutes of FDC proceedings shall be kept and filed in accordance with applicable laws dealing with public records. In all matters of parliamentary procedure not covered by rules and procedures adopted under Ordinance No. 5939, the current version of Robert's Rules of Order will govern. The FDC shall keep permanent records or minutes of all meetings. The minutes shall promptly be filed in the office of the City Clerk and shall be open to public inspection. The City Clerk shall supply the FDC with administrative support.

[Meeting Minutes](#)

ENACTING LEGISLATION

FGC 2-231 through 2-235

ENACTING LEGISLATION WEBSITE

<http://bit.ly/1sG9Rfd>

JOINT COMMISSION DETAILS

The FDC shall include 15 public voting members broadly selected to represent the diverse people of Fairbanks. Twelve members, at least eight of whom must be residents of the City of Fairbanks, shall be appointed by the City Mayor subject to the approval of the City Council. Three members shall be appointed by the Fairbanks North Star Borough Mayor subject to the approval of the Fairbanks North Star Borough Assembly.

EMAIL THE COMMISSION MEMBERS

diversitycouncil@ci.fairbanks.ak.us

Application Form

Status: for review

Profile

Please note that profile information may be available to the public.

Trina

First Name

Bailey

Last Name

[Redacted]

Email Address

[Redacted]

Street Address

[Redacted]

Suite or Apt

Fairbanks

City

AK

State

[Redacted]

Postal Code

Mailing Address

[Redacted]

City Resident

Choose your residency status.

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

University of Alaska

Employer

Grad Student/Instructor

Job Title

Which Boards would you like to apply for?

Fairbanks Diversity Council

Interests & Experiences

Question applies to Fairbanks Diversity Council.

Please tell us how your diversity will benefit and contribute to the mission and purpose of the Diversity Council.

My contribution to the Fairbanks Diversity Council would be my ability to relate on a personal level to many of the issues brought before the committee. I am able to see the issues facing the City from multiple

perspectives (personal, academic, and professional). I am committed to coming up with sensible, realistic solutions facing our City with regards to diversity. I understand firsthand, difficult conversations must be had. We cannot avoid this. I am willing to do this with compassion, understanding, and an open mind. We all must work together through these difficult and uncomfortable conversations. There is no one solution, one size fits all approach. A successful solution process must include everyone from diverse backgrounds with different ideas, perspectives, and approaches.

Please tell us about yourself and why you want to serve.

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

All of my life experiences make me the complete package and more diverse than one can imagine. Not only do I have an academic understanding and professional standpoint for the complexity of issues facing our City, and the people in it, I have firsthand lived experience and knowledge. I have found my lived experience to be almost, if not more valuable, than my acquired book knowledge. Since I no longer feel discouraged about sharing my life story, the complete version of me makes an invaluable member of any diversity team.

Brief Personal Biography (or attach resume):

Resume attached

[Bailey Resume.pdf](#)

Upload a Resume

Professional Licenses/Training:

Basic Life Support; Advance Cardiac Life Support; Emergency Medical Technician II (SOA Lic #06158020)

Trina M Bailey

[REDACTED]
Fairbanks, Alaska [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Education

University of Alaska, Fairbanks, Masters of Professional Communication

August 2014- current May 2016 (expected)

Special Areas of Interest: critical theory, conflict resolution, and race relations.

California State University, Fresno, Bachelor of Science, August 1998-May 2002

Certification

Basic Life Support

Advance Cardiac Life Support

Emergency Medical Technician II (EMT II), State of Alaska License #06158020

Employment

University of Alaska, Fairbanks, Graduate Student/Instructor

Public Speaking Center Coordinator, Summer Sessions (May –August 2015)

August 2014 – Current (4.0 GPA)

In conjunction with completing full-time course work – teach two undergraduate public speaking courses -a hybrid public speaking/small group communication course. Effectively and ethically use considerable autonomy in choosing how to develop particular sections of the core course, being constrained only by a set of minimum standards for speech lengths and numbers of assignments, and having been trained in grading via a series of interrater reliability workshops and periodic retesting. Determine what additional assignments will be conducive to the particular goals for the class (for example, as an instructor I am particularly interested in speech as its used to resolve conflict and will focus slightly differently than one who is interested only in speech as a useful career skill). Responsible for planning the class syllabus, developing appropriate materials in addition to the textbook, developing the classroom dynamic, grading in a timely manner adhering to the university's rubric, tracking all records, knowing and following relevant legal and institutional guidelines, and in all ways managing the class. Attend supervisions through weekly group meetings, a minimum of one scheduled observation by the mentor each semester and one to two unscheduled surprise visits, and reporting of grades and any conflicts or questions that arise. Unequivocally devoted to the individual success of each student. Offer undergraduate tutoring and mentoring on a volunteer basis. Comfortably acknowledge and adapt to the cultural differences of each student to ensure the learning experience while at UAF is maximized. Consider the individual learning styles and educational backgrounds of each

student in order to create a more inclusive learning environment. Ensure the exposure to superior, academic rigor in addition to an awareness of social justice issues as they relate to communication ultimately promoting critical thinking and conflict resolution skills as a matter of civil duty.

Alaska Center for Non-Violent Living, Women's (Legal) Advocate

July 2013 – August 2014

Assist women and children in crisis. Complete intakes for women requesting to be admitted into the shelter. Assess clients appropriately based on established shelter guidelines. Orient women and children to the shelter. Comfortably navigate Alaska Legal system on behalf of and with clients/victims seeking services. Assist clients with obtaining restraining orders and accompany victims to court. Assist clients with devising a safety plan, provide on-going advocacy, information and referrals for women in the shelter and outside clients. Act as a liaison with other agencies serving women and their children. Assist with the application process for public benefits and other various resources if needed. Comfortably interact and partner with local law enforcement agencies. Responsible for record-keeping and tracking statistics reported on a quarterly basis to the Council on Domestic Violence and Sexual Assault. Maintain and document in individual files, logs, medication log, and all other necessary forms required by the Alaska Network on Domestic Violence Sexual Assault (ANDVSA). Initiate client contacts to provide one-on-one supportive, positive interaction with women. Assist with goal setting, assessing goals, and reviewing goals on a daily basis. Ensure clients rights and confidentiality is protected and respected at all times. Provide conflict resolution. Counsel and advocate for women in the hospital. Educate women and community members about domestic violence. Maintain security of the shelter at all times. Assist with safe escorts. Provide a positive role model for our clients and the community. Absolutely maintain professional boundaries with clients.

Medical Case Manager, Community Connections, Inc.

February 2013 – June 2013

Coordinate all of client's health care appointments and follow-ups. Ensure health care is provided in an efficient and effective manner. Ensure client understands their diagnosis and prognosis. Stay current on all related chronic illnesses and medications. Comfortably triage acute distress and determine appropriate care or referral. Designs healthcare plan for clients that include administering medications and consulting with other healthcare providers. Document the effectiveness of the designed plan or plans for improvement within plan. Coordinate transportation to and from medical appointments, food banks, and to other social service agencies. Act as a liaison between multiple physicians, the patient, and other healthcare administrators. Advocate on behalf of the client with various social service agencies and within the criminal justice system. Attend all medical appointments. Attend on behalf of or with client in mental health court, substance abuse court, and criminal court. Make frequent visits to the DC Department of Corrections to see clients. Work closely with attorneys and other representatives of the courts. Navigate the District of Columbia social service network for and with client. Provide emotional support to clients and their families. Maintain the highest level of confidentiality. Keep up-to-date medical records submitted in a timely manner. Comfortably use Anasazi software to enter progress notes in with 24 hours of care into the electronic medical record. Construct and monitor spreadsheet to maintain on-time submission of monthly treatment plans, annual assessments, and monthly housing

inspections. Manage clients pay account as representative payee. Help client design and follow budget. Submit check requests based on available balances. Refer clients to supported employment agencies when applicable. Work closely with the Social Security Administration. Meet with weekly with treatment team. Discuss difficult cases, propose alternative courses of action, and honestly discuss likely outcome for client. Weekly supervision meetings with supervisor.

Psychiatric Rehabilitation Specialist, Vesta, Inc.

March 2011-June 2013 (Part-time, 24 hour shifts every other weekend, and fill-in as needed as requested by management)

Provide compassionate, sincere care without bias or judgment. Responsible for the quality of care provided to consumers on a shift-by-shift basis. Coordinate activities, transport residents, operate fifteen passenger van. Provide constant skill training to consumers throughout the day (shift). Provide thorough and comprehensible feedback to consumers about their progress or deficiencies. When needed communicate feedback directly to individual therapists regarding progress or needs for improvement. Regularly communicate with relief staff, inventory cleaning supplies, and food. Give medication according to medication schedule. Provide crisis intervention when needed and comfortably work with difficult consumers. Responsible for organizing, implementing, and providing services to consumers. Participate in consultations with supervisor regarding consumer's care. Participate in monthly supervision with immediate supervisor. Work collaboratively with mental health team. Maintain current knowledge with regards to mental health illness and medications. Timely completion of documentation within 24 hours of shift.

Clinical Case Manager and Transitional Housing Liaison, So Others Might Eat (SOME)

January 2011 – January 2013

Coordinated client screening to determine eligibility for SOME housing facilities. Conducted the move-in process, established goal agreements with client and monitored goal progress. Goal oriented meetings to track client progress depended on severity and intensity of social issues. Scheduled and completed weekly face-to-face meetings with clients their probation officers, mental health case workers, and other agency social workers. Worked comfortably with clients with mental health diagnoses, court mandated treatment for violence issues, substance abuse affliction, and extreme health complications. Maintained up-to-date and complete progress notes, fostered community integration and created inclusion projects for incoming clients. Assisted clients with obtaining public benefits and support services within the community. Maintained a moderate level of understanding for DC law. Assisted clients navigate the DC legal system. Provided on-going counseling as needed, maintained confidential files, records, and data on each client. Intervened and advocated on behalf of client, easily enforced regulations and guidelines for community living. Comfortably engaged in difficult conversations with staff members, clients, and supervisors. Identified obstacles with regards to sobriety, mental health, physical health, or stressors. Recognized and identified mental health issues and referred appropriately. Maintained contacts with referring agencies, both medical and social providers. Responsible for SRO staff and resident education on HIV/AIDS.

HIV/AIDS Lead Case Manager, QI Coordinator, Anchorage Neighborhood Health Center

August 2009 – January 2011

Conducted all new patient intakes, assessed, and reassessed all established patients. Attended all medical appointments. Collaboratively designed treatment plans and ways to improve adherence. Identified potential social barriers that may interfere with anti-retroviral medication compliance/adherence. Provided emotional support to patients surrounding a variety of issues from starting anti-retroviral medication for the first time to disclosure concerns. Maintained current knowledge about the disease HIV/AIDS, medications, and co-occurring infections. Daily reviewed patients record for quarterly labs, needed immunizations, and medication refills. Communicated directly with infectious disease physician about patients needs, medically. Comfortably ordered labs that were due. Worked with partnering agencies to meet social needs. Practiced excellent medical documentation in EMR and HRSA caseware. Provided adherence support to partners and/or families with patients consent. Served as a liaison for integration of case management services with physicians, mental health providers, housing coordinators, and substance abuse treatment facilities. Attended all medical appointments and established a rapport with the most difficult patients successfully engaging them into care. Provided oversight for the programs quality improvement efforts. Adapted guidelines, developed reports, and provided data to ensure quality care. Worked closely with the project manager and medical director to oversee ongoing development of the program's quality improvement objectives.

Advocate, Standing Together Against Rape (STAR)

August 2009 – December 2012 (on-call)

Member of the sexual assault response team (SART). Dispatched via the crisis hotline to community hospitals, the SART center, and police stations. Worked directly with the Special Victims Unit (SVU) Anchorage Police Department, and State Troopers. Provided non-judgmental support to victims of sexual assault and their family members. Delivered impartial information with regards to community resources, legal advocacy, counseling services, and medical care follow-up. Primarily responsible for (every other weekend) for answering the rape crisis hotline. Provided crisis intervention, referrals, and linkage to services within the community. Maintained a moderate understanding for the Alaska state law. Independently and competently managed crises with a calm demeanor. Maintained the highest level of standards regarding confidentiality when working with clients, law enforcement, and the court system.

Planned Parenthood of Alaska, Director of Patient Services/Clinic Manager

March 2007 – January 2009

Member of executive administrative team. Managed all personnel functions related to clinic operations. Supervised 20 employees both locally and state wide. Hired employees, processed payroll, educated employees regarding benefit options. Conducted new employee orientations, distributed forms and benefit information. Conducted background checks and validated educational information. Maintained personnel records, monitored credentialing; national and state licensure for physicians, nurse practitioners, and registered nurses. Ensured each personnel file was current and up-to-date. In conjunction with the CEO and medical director, devised policies and procedures related to clinic function. Implemented new or revised policies and procedures, organized staff meetings to roll out new

policies and procedures. Coordinated all disciplinary actions, constructed action plans, and implemented decided course of action. Advocated for organization and the employees within the community and with the state legislature. Directly responsible for ensuring quality customer service and patient satisfaction within each clinic. Collaboratively worked with the medical director to ensure the highest standard of care. Directly responsible for managing clinic flow, staff retention, and hiring. Responsible for agency's quality and risk management programs. Maintained OSHA and CLIA compliance, responsible for clinic budget and revenue. Managed clinic purchases and inventory. Tracked and collected data regarding clinic trends. Composed collected data into reports - made monthly and quarterly presentations to the CEO and board of directors. Managed electronic medical record database. Made frequent public appearances on behalf of the organization.

**Alaska Regional Hospital, Patient Registration Admission Clerk/Emergency Room Technician II
August 2004 – March 2007**

Processed insurance copayments paid by patient, maintained a running ledger of payments received and processed. Reconciled money received throughout the day. Prepared money received for bank deposit and submitted documentation the CFO office staff. Greeted patients upon their arrival to the hospital. Discussed demographic information and insurance information. Ensured patients records reflected the most current information. Scanned copies of insurance cards and state identification cards. Reviewed living will and advanced directive options with the patient and family members. Educated patients about their rights and responsibilities while patients at the hospital. Answered any questions about insurance coverage or possible self-pay charity programs. Helped patients establish payment plans for balance due on medical services rendered. Maintained a 95% accuracy rate when documenting in the hospital patient database system. Kept meticulous notes regarding patient's accounts including – demographic updates, insurance information, and other patient registration information. Managed a multi-line phone, transferred calls, took messages, and relayed messages to physicians and other emergency room staff. Maintained the highest level of standards with regards to patient care and confidentiality. Communicated directly with physicians and nurses regarding patient care, directly managed patient care – including patient comprehension and consent process. Completed blood draws, IV starts, medication requests, and comprehensive documentation. Supervised paramedic students.

**University of Alaska, Fairbanks, Administrative Assistant/Program Assistant
June 2002 – August 2004**

Directly provided administrative and technical support to the program Dean. Simultaneously supported two Deans from separate programs. Assisted faculty and students in navigating the administrative process of the university. Drafted courses and assisted with course scheduling. Maintained student files keeping necessary academic information up-to-date. Helped maintain and edit student information manuals, performed reception duties; answering the telephone, taking messages, and representing the university both in person and on the telephone. Balanced the department budget and tracked expenditures. Authorized travel requests, made travel arrangements, purchased airline tickets, and booked hotel reservations. Directly handled all purchases for faculty members and the Dean. Managed the department credit card. Reconciled credit card purchases on the University of Alaska server through the office of procurement.

Community Activities

Volunteer, Brother Francis Homeless Shelter

Volunteer, Salvation Army

1989 State of Alaska Figure Skating Champion

1990 Governor's Letter of Achievement (Steve Cowper)

2011 Chicago Half Marathon Finisher

References Available Upon Request



Department of Communication

503 Gruening Building
P.O. Box 755680
Fairbanks, Alaska 99775-5680
phone 907-474-6591 fax 907-474-5858

April 27, 2015

Dear Mayor Eberhart and committee;

I am writing with pleasure to recommend Ms. Trina Bailey for the Fairbanks Diversity Committee. I know that she will work hard and provide an excellent advantage for the important work that the committee is doing to improve conditions for all in our local community.

Ms. Bailey brings a wealth of useful lived experience for the committee to draw upon. Her youth, which also provides connection to an under-represented demographic in almost all communities, does not mean lack of maturity and insight. Ms. Bailey grew up here and has deep family connections to the area. She understands the local complexities of Fairbanks' racially diverse history and current reality.

Additionally, her time living and working in a major urban metropolis provides a perspective for Ms. Bailey to draw upon that foreshadows what race relations can look like as populations burgeon. The further benefit that her city of residence was Washington DC suggests that the insights gained there are likely to inform the national conversation and policy process as well, which could be useful to draw upon locally.

I have worked with Ms. Bailey as her supervisor while she is employee teaching for the university, as well as teaching her in several classes. From this I can assure you that she brings an excellent analytical mind to bear on problems, she is forthright and clear in her communication, and that she is a pleasure to work with. If you have any questions, I am happy to speak further of her excellent qualifications. I can be reached most easily via email at [REDACTED], or by phone at [REDACTED]

Sincerely,

Dr. Karen M Taylor

Assistant professor, UAF Department of Communication

A handwritten signature in black ink, appearing to read 'Karen M Taylor', is written over the typed name and title.



Department of Communication
503 Gruening Building
P.O. Box 755680
Fairbanks, Alaska 99775-5680
phone 907-474-6591 fax 907-474-5858

April 28, 2015

Re: Trina Bailey,
Letter of recommendation for appointment to the Fairbanks Diversity Council

Dear Mayor Eberhart and Committee:

This is a letter of recommendation for Trina Bailey who is in the process of earning a Master of Arts Degree in Professional Communication at the University of Alaska Fairbanks (UAF). Her goal is to graduate with her M.A. in May 2016. Trina's academic background involves a strong focus in social justice and effective professional communication.

Trina's academic abilities include a background in social science research as well as teaching at the university level. She possesses a well-developed ability to understand reason and logic based on sound evidence and the application of theory. She currently teaches two public speaking courses as a graduate teaching assistant for the UAF in the Department of Communication. As part of her training in teaching, Trina instructs students in the processes of effective persuasion as well as practical concepts in Diversity. Trina has been able to inspire students with her passion for social justice. She also has completed a graduate level course in Diversity in the Professional Workplace. The content of this course has allowed Trina to display her depth of knowledge as it relates to power and justice in race and gender relations in US society.

Trina's colleagues regard her expertise in diversity with admiration and respect. She also possesses strong interpersonal and leadership skills. I know that she greatly desires to strengthen her professional and academic goals with direct community involvement. Trina is well suited for this direction in her career path.

I strongly recommend Trina as a worthy candidate for an appointment to the Fairbanks Diversity Council.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jean A. Richey', is written over a printed name. The signature is fluid and cursive, with a large loop at the end.

Jean A. Richey, Ph.D.

Application Form

Status: for review

Profile

Please note that profile information may be available to the public.

Kathleen

First Name

Wattum

Last Name

[Redacted]

Email Address

[Redacted]

Street Address

[Redacted]

Suite or Apt

Fairbanks

City

AK

State

[Redacted]

Postal Code

Mailing Address

[Redacted]

Non-Resident

Choose your residency status.

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

University of Alaska

Employer

Assistant Director

Job Title

Which Boards would you like to apply for?

Fairbanks Diversity Council

Interests & Experiences

Question applies to Fairbanks Diversity Council.

Please tell us how your diversity will benefit and contribute to the mission and purpose of the Diversity Council.

Please tell us about yourself and why you want to serve.

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

Over the last 25 years of living in Fairbanks I have been involved in equal rights for the LGBT community and feel I would be good representation for that community on this committee. I have been actively involved in the schools as my children have moved through the system and I am representing Fairbanks on a Statewide LGBT committee as well as a local political and social a LGBT group called Alaskans Coming Together.

Brief Personal Biography (or attach resume):

Resume attached

[Kate_Resume.docx](#)

Upload a Resume

Professional Licenses/Training:

Summary Statement

Twenty one years ago, I began working in the Office of Public Affairs in 1993. I’ve been promoted and awarded for my work over that time period and along that way I have held every position in the office. I know the work, the stresses and the demands of communicating on university issues – I’ve seen the ugly and witnessed the amazing.

Last year I had a leadership opportunity few others get – and that was to walk in my boss’s shoes. I received management training and feedback and for those thirteen months I was invited to be a part of the University of Alaska executive management team. I traveled to report on the work of the Board of Regents, I communicate4d with media on a statewide level, I worked, organized and planned with individuals from varied organizations across the state all working to carry the message about the good work the University of Alaska is part of. The opportunity to help develop and form a strategic plan for strengthening the internal and external communications for the UA system was rewarding. Most fun of all was getting the experience of being the spokesperson for the UA. The experience was rewarding and eye-opening I did a great job last year.

More importantly, over the past 21 years, my employment has allowed some really cool things to happen too: I purchased a house, did a bunch of really risky sports related stuff, vacationed, volunteered my time, donated to good causes, started a family and welcomed 3 children into my life, started a small home farm, initiated and lived through one particularly difficult precedent setting lawsuit against the UA, (which I won BTW only to be slam dunked by the Alaska Legislature in the end) and discovered one particularly awesome person to spend my life with. Cathy and I've been together geez...over 12 years now. Maybe we'll get married someday before I retire.

My son Tyler is currently attending UAF and my twin daughters Erin and Jessie are at West Valley High School with the plan of attending UAF in 2015. Life ebbs and flows - I lost too. Friends, family, co-workers and pets have come into and left my life. Departures are part I have most difficulty. Probably the reason I have been here so long.

Education

- BFA University of Alaska Fairbanks 1986
- AAS Commercial Art, Colorado Mountain College, 1984

Experience

Assistant Director, UA Public Affairs	July 2013 – Present
Interim Director, Spokesperson, UA Public Affairs	April 2012 – June 2013
Web Information Coordinator, UA Public Affairs	June 2000 – April 2012
Graphic Artist, UA Public Affairs	July 1997 – May 2000
Adjunct Faculty, UAF Journalism Department	1984 - 1987

References

Kate Ripley, Director – UA Office of Public Affairs
Izzy Martinez, Vice Chancellor’s Assistant - UAF
Doreen Straight, Scholarship Officer - UA Foundation



Application Form

Status: for review

Profile

Please note that profile information may be available to the public.

Jo Ann

First Name

Borges

Last Name

[Redacted]

Email Address

[Redacted]

Street Address

[Redacted]

Suite or Apt

North Pole

City

AK

State

[Redacted]

Postal Code

Mailing Address

[Redacted]

Non-Resident

Choose your residency status.

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

Self

Employer

Director

Job Title

Which Boards would you like to apply for?

Fairbanks Diversity Council

Interests & Experiences

Question applies to Fairbanks Diversity Council.

Please tell us how your diversity will benefit and contribute to the mission and purpose of the Diversity Council.

Please tell us about yourself and why you want to serve.

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

-This "Committee" must focus on "Every-Day" Citizens and their needs to be able to live within this community. Many factors unknown to this agency need to be addressed. -Fairbanks has numerous "Groups" representing the Diverse Cultures of Our Community. An additional organization to accomplish nothing positive again would be a complete waste of the City's Time and All Community Members who are reaching out for a better understanding of how Mental Health Services, Lack of Affordable Safe Housing is not available and the Outreach Programs are presently failing. -I feel we need to Respect the many, not just the select few. -I would attempt to protect smaller minority groups from being bullied by others on the Board. -My Goals are; -To be the Navigator & Translator during the quarterly Meetings. -To Regulate a non-threatening forum permitting "ALL" the ease to speak Freely and allowed to be heard. -This Committee is not about one Concentrated Group but "All" the Socio-Economic Citizens in our Great Fairbanks Community. - I will instill Respect and Patience among all members. -To Assist in educating others against ignorance

Brief Personal Biography (or attach resume):

Involved in Community Affairs. Office of Children Services....Resource Family Advisory Board Member
American Red Cross.... Disaster Action Team Captain FNSBSD School Board- Board Diversity Committee
Member S.M.I.L.E. Treasurer NAACP Member

Upload a Resume


Professional Licenses/Training:

Health Business License # AK 738568 Foster Home License # 510239 - AK Child Care Group Home License # 070030

City of Fairbanks



MEMORANDUM

To: City Council Members
From: John Eberhart, City Mayor 
Subject: Request for Concurrence – Clay Street Cemetery Commission
Date: June 2, 2015

In order to fill the vacancy of Seat G on the Clay Street Cemetery Commission created by the recent resignation of Ms. Kate Ripley, I hereby request your concurrence to the appointment of the following new member:

Seat G: Mr. Scott McCrea Term to Expire: August 31, 2016

Mr. McCrea's application and resume are attached.


Thank you.




dds/




CLAY STREET CEMETERY COMMISSION




BOARD DETAILS


 OVERVIEW

-  **SIZE** 8 Seats
-  **TERM LENGTH** 3 Years
-  **TERM LIMIT** N/A

The Clay Street Cemetery Commission shall advise the City Council and Mayor regarding the restoration, improvement, and maintenance of the Clay Street Cemetery. It shall provide and update a long-term plan for the cemetery.

 CONTACT

-  Office of the City Clerk
-  (907) 459-6771
-  cityclerk@ci.fairbanks.ak.us

 DETAILS

BOARD/COMMISSION CHARACTERISTICS

The Clay Street Cemetery Commission shall consist of seven members, three of whom must be residents of the City, appointed by the Mayor and confirmed by the City Council. One member shall be active in the study of Fairbanks history, one member shall have experience or interest in maintaining the cemetery and five members shall represent the community at large (or four members shall be at-large representatives if a Council Member is appointed to the Commission). The City Public Works Director shall be an ex-officio member of the Commission. Appointed members shall serve a three-year term. A chairperson shall be selected from among the Commission's members.

MEETINGS

The Commission shall conduct regular public meetings, including public hearings required as a condition of receipt of grants. If authorized by the City Council, the Commission may convene into executive session in accordance with state law.

[Meeting Minutes](#)

ENACTING LEGISLATION

FGC 2-485 through 2-488

ENACTING LEGISLATION WEBSITE

<http://bit.ly/1sG9Rfd>

JOINT COMMISSION DETAILS

N/A

EMAIL THE COMMISSION MEMBERS

claystreetcemeterycommission@ci.fairbanks.ak.us

Application Form

Status: submitted

Profile

Please note that profile information may be available to the public.

Scott

First Name

McCrea

Last Name

[Redacted]

Email Address

[Redacted]

Street Address

[Redacted]

Suite or Apt

Fairbanks

City

AK

State

[Redacted]

Postal Code

Mailing Address

[Redacted]

City Resident

Choose your residency status.

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

Explore Fairbanks

Employer

Director of Tourism

Job Title

Which Boards would you like to apply for?

Clay Street Cemetery Commission

Interests & Experiences

Please tell us about yourself and why you want to serve.

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

As a 28 year resident of Fairbanks, I take pride in our city's history and the various attributes in downtown

Fairbanks that help define and remind us of our history. The Clay Street Cemetery certainly is a part of that. As a contributing writer to "Historical Fairbanks: A Pictorial History" and a former president of the Fairbanks Community Museum board of directors, I have played an active role in helping tell the story of Fairbanks, and I believe my communication skills and experience would make me a valuable member of the commission. Furthermore, in my position as director of tourism for Explore Fairbanks, I am also aware and am very much involved in the role history, and downtown Fairbanks, plays in our important visitor industry. I look forward to serving and contributing however I can!

Brief Personal Biography (or attach resume):

See attached resume

[McCrea_resume.pdf](#)

Upload a Resume

Professional Licenses/Training:

SCOTT J. MCCREA

Fairbanks, Alaska 99709

Summary

- Exceptional written and verbal communication skills.
- A creative, energetic and results oriented professional with broad and valuable leadership and management experience.
- Established reputation as a skilled problem solver who is dedicated to the organization and its people.
- Close to 20 years experience in marketing and public relations in the Fairbanks community.

Work Experience

Director of Tourism, Explore Fairbanks (July 2014 to present)

- Responsible for the development and execution of organization's annual tourism budget, marketing plan, and performance metrics.
- Represent the organization and its members at national and international trade shows, sales missions, and consumer shows.
- Supervise tourism senior sales manager and tourism sales manager.
- Identify domestic and international markets and develop strategies for travel trade marketing and outreach.

Director of Community and Public Relations, Fairbanks School District (January 2014 to June 2014)

- Developed, coordinated, and directed internal and external public relations activities for the school district.
- Served as the point of contact for the district with local businesses and community agencies.
- Responsible for district crisis communications and media relations.
- Provided communications and public relations support for principals, district administration, and department managers.

Fairbanks Account Manger, Spawn (June 2013 to January 2014)

- Work with the larger agency in Anchorage to assist with clients in Interior Alaska, predominantly GCI.
- Identify marketing needs and opportunities for client specific to Interior Alaska market.
- Leverage existing and suggest and implement new sponsorship opportunities for client.
- Work with agency on other accounts as needed.

Director of Special Projects, Marketing and Communications, University of Alaska Fairbanks (2011 to October 2012)

- Worked with Human Resources to redesign the university's supervisory training program.
- Developed advocacy materials for the university to be used during the legislative session.
- Worked on various communication projects related to the university's new branding strategy.
- Served as copywriter for a variety of institutional communication efforts
- Managed institutional advertising efforts.

Executive Director of Marketing and Communications, University of Alaska Fairbanks (2005 to 2011)

- Responsible for leading a team of 18 employees in all public relations areas including marketing, media relations, publication development, institutional identity, internal communications, issues management, crisis communications, web design and support, videography, and social media.
- Serve as chief communications officer for the chancellor.
- Serve as a strategic communications advisor for senior level management and as a member of the chancellor's cabinet.
- Serve as second in command for the Vice Chancellor of Advancement in his absence.
- Implemented several new communication strategies for the university including a dynamic social media presence, a campus-wide branding effort, a new institutional magazine, and an award-winning internal communications plan.

Marketing and Community Relations Coordinator, University of Alaska Fairbanks Tanana Valley Campus (now Community and Technical College) (2001 to 2005)

- Oversaw all aspects of marketing, communications, and community relations for the community college branch of UAF.
- Developed recruitment-marketing strategies that led the campus to its most successful enrollments in its history.
- Responsible for design, production and maintenance of college's print and electronic material.
- Represented the campus as a liaison in the community and as a spokesperson for the campus dean.

Additional Employment

- Communications/PR manager, Scott Kawasaki for State House (October 2012)
- Adjunct faculty member in business communications, UAF Community and Technical College (2013 – present)
- Adjunct faculty member in public relations, UAF Community and Technical College (2005 – present)
- Adjunct faculty member in customer service, UAF Community and Technical College (2004 – present)
- Co-author, “Historical Fairbanks: An Illustrated History” (2002)
- Admissions Counselor, University of Alaska Fairbanks (1999-2001)
- Director, Fairbanks Convention and Visitors Bureau Visitor Information Center (1997-1999)
- Marketing and Communications Coordinator, Fairbanks Convention and Visitors Bureau (1995-1997)
- Columnist, Fairbanks Daily News-Miner (1995-2010)

Education

- B.A., Journalism, University of Alaska Fairbanks (1994)

Awards and Achievements

- Public Relations Society of America Aurora Award for Speechwriting, Chancellor’s Convocation, First Place (2010)
- PRSA Aurora Award for Speechwriting, Chancellor’s Convocation, Second Place (2009)
- Alaska Journal of Commerce Top 40 under 40 Award (2007)
- Greater Fairbanks Chamber of Commerce Award for Community Support, (2006)
- UAF Alumni Achievement Award for University Support (2005)
- Chancellor’s Staff of the Year Award (2003)

Organizations and Community Involvement

- Rotary Club of Fairbanks (2015)
- Volunteer, Arctic Winter Games (2014)
- Board member, Fairbanks Concert Association (2000 – 2012)
- Volunteer, Guy’s Read Program (2007 to present)
- Board member, Public Relations Society of America Alaska Chapter (2005-2011)
- Chairperson, Carlson Center Advisory Board (2005-2007)
- Chairperson, UAF Intercollegiate Athletic Committee (2005-2007)
- Board member, Fairbanks Montessori School (2004-2005)
- President, UAF Staff Council (2001-2002)
- Board member, UAF Alumni Association (2000-2003)

- Board member, Running Club North (1997-2000)
- President, Fairbanks Community Museum (1997-1999)
- Volunteer, KUAC/AlaskaOne (1995 to present)

Fairbanks North Star Borough / City of Fairbanks
CHENA RIVERFRONT COMMISSION
MINUTES
April 8, 2015

The Fairbanks North Star Borough/City of Fairbanks Chena Riverfront Commission (CRFC) met on Wednesday, April 8, 2015 with Chair Anna Plager presiding. The following Commission members were in attendance: Kelley Hegarty-Lammers, Carrie McEnteer, Ian Olson, Susan Rainey, Gordy Schlosser, Julie Jones, Lee Wood; Buki Wright and Bob Henszey.

Also present were: Christine Nelson, FNSB Community Planning; Lissa Hughes, TVWA; Nancy Durham, FNSB Community Planning; Donna Gardino, FMATS; Jackson Fox, City of Fairbanks; Steve Taylor, FNSB Parks & Recreation; Alicia Giamichael, FMATS; Wade Binkley, Riverboat Discovery; and Laura McLean, FNSB Recording Clerk.

1. CALL TO ORDER

Plager called the meeting to order at 12:06 p.m.

2. APPROVAL OF AGENDA

*A motion was made by **Wright**, seconded by **Rainey** to approve the Agenda for April 8, 2015. There were no objections.*

3. APPROVAL OF MINUTES OF March 11, 2015

*A motion was made by **Hegarty-Lammers**, seconded by **Wright** to approve the minutes for March 11, 2015. There were no objections.*

4. COMMUNICATIONS TO THE COMMISSION

Nelson addressed that Commission. She stated that due to an e-mail requesting to add additional liaisons to the Commission, she spoke with the Borough legal department for direction. She provided the Commission a copy of Borough Code Chapter 2.37, Chena Riverfront Commission.

Nelson stated that there are not any provisions in the code or the Commissions' Rules and Procedures pertaining to liaisons. There are provisions in the code (section 2.37.030) relating to Ex-officio members. She further commented that after meeting with legal, it is up to the Commission to decide whether you want liaisons to become Ex-officio or not. If the Commission decides that they want liaisons to become Ex-officios, a code amendment will have to be done which would go before the Assembly. Or if the Commission wants to come up with a different "category" of liaison, that could be added to the Commissions' Rules and Procedures and that would not have to go before the Assembly.

Hegarty-Lammers commented that she would like to see what the liaisons prefer as she feels that they are really important part of the Commissions' ability to function in an informed manner.

Jackson commented that he likes the way that it is written. He questioned if the two additional liaisons are from different agencies than those listed on the roster.

Nelson commented that this is the Mayors commission so the Mayor has to agree to whatever the Commission decides to do. If the Commission wants to have liaisons, they should have it either in the Rules and Procedures or as Ex-officio members in the code. Then the Mayor will

need to support that. She further commented that a decision does not necessarily have to be made today.

Wood questioned if both Mayors would have to agree as this is a joint commission.

Nelson commented that this is a Borough commission. It has members who are appointed by both the City Mayor and the Borough Mayor, so it should be supported by both.

Fox commented that he would hesitate to designate a non-profit as an Ex-officio member because they come and go. He further added that a representative from DEC should certainly be added because they deal directly with water quality.

Nelson suggested that this be added to the agenda for the next meeting and we can determine how the Commission will proceed with this matter.

Wright questioned if this is not a situation where, way back when, these liaisons were representatives of Ex-officio members who were not able to attend the meetings. Thus the word liaison was used.

5. PUBLIC COMMENTS

Wade Binkley, Riverboat Discovery, introduced himself and stated that he is here to get an update on what the Commission is doing so that he can report back to his team at the Riverboat Discovery. He stated that his company is interested in the Chena River as they are users of the river commercially as well as his family has been using the river privately for decades. They are interested in what is happening with the Chena River and want to have a voice in what happens.

Binkley described some projects that their business has undertaken along the Chena River in the last few years. The latest was riverbank restoration and reinforcement that they have done at one of their sites at the mouth of the Chena. They have completed one phase of that project and will be finishing up the second phase this year.

Henszey added that Binkley and the Riverboat Discovery are a shining example of what can be done with a good partnership.

Plager added that the Riverboat Discovery has had their landscape specialists come and testify at Borough Assembly meetings about the type of restoration that is beneficial using willows and bioengineered vegetation studies, etc. This really swayed the Assembly in some of their decision making.

Binkley further commented that their restoration efforts have been so successful that they are expanding their efforts in the future.

6. NEW BUSINESS

None

7. UNFINISHED BUSINESS

A. Doug Sims recognition

The Commission recognized Doug Sims, FNSB Floodplain Administrator for his continued support of the Commission and the hard work that he contributed getting the Commission started. The Commission wished Doug well in his retirement. Kelley has prepared an

award to present to Doug and the group thought to present it to him at his retirement party on April 28, 2015 in the Borough Chambers at 11:00 a.m.

B. Chena Riverfront Plan update

Durham presented the most recent updated Plan to the Commission. She stated that this is slated to go before the Planning Commission in May. After that, it will go before the Assembly in June for adoption.

Durham went over the edits which were suggested at the March 25, 2015 meeting which was attended by Plager, Durham and McLean. At that time, the suggested changes from the other Commission members were added to the Plan. The Plan being presented is a result of those suggestions.

Commission members were asked for any final input. Some wordsmithing was done and the Plan was approved for forwarding to the Planning Commission.

*A motion was made by **Hegarty-Lammers**, seconded by **Wright**, to accept the Plan updates as presented. All were in favor. There were no objections.*

Plager commented that the next project that the CRFC will work on is coming up with 5 or 6 bullet-points for all Chena Riverfront projects to consider including. This will be placed on the agenda for the next meeting. **McEnteer** volunteered to draft this for discussion at the next meeting.

C. Airport Way West project update

Schlosser distributed handouts with a revised diagram depicting what the Commission would like to see built in this area. He stated that the sub-committee met with DOT on March 20th. He stated that he has put together a budget for both the Riverview Overlook and the roundabout area with an estimate of the cost of construction for each. The sub-committee explained to DOT what was involved with this cost. They also presented a maintenance cost, per season, for the landscape only. He also included a separate cost for maintenance every five years or so. The cost for the roundabout area has been broken down in sections to include the roundabout circle, the rain garden areas and the wildflower median strips. He also included a maintenance cost for maintenance every five to eight years or so in this area.

The following is a summarization of the feedback that they received from DOT:

- The construction cost of the project is not a worry to them right now.
- Maintenance is their main concern. They are facing a 17% reduction in their budget this year thus their concern about future maintenance.
- They are concerned about snow removal.
- They like the fact that when they do snow removal, they can push/throw snow into these areas.
- They did not like the grass median strip, even with wildflowers. They prefer a stamped concrete pattern in these areas.
- They were very receptive with the design once the sub-committee explained it to them.
- The sub-committee showed DOT the old design which included culverts under the road. They were not receptive to this design as it included culverts.
- They are looking for construction to begin in 2017.
- They want to maintain the roundabout area themselves. They are not looking for a sponsor.

- They are in agreement with the concept based on the lack of maintenance required for the roundabout.
- They are very receptive to deeding the Riverview Overlook property to the Borough. They want to get rid of it.
- They are very excited about someone taking over the maintenance in the Riverview Overlook area.
- DOT indicated that they thought the Borough was not interested in taking over the Riverview Overlook area.

Schlosser commented that this meeting with DOT ended with them needing a letter of support and an agreement on the Parcel Deed.

The sub-committee met with the Mayor regarding their findings as a result of their meeting with DOT. The Mayor stated that he does still support the project and that he does not need a maintenance agreement either as DOT is deeding this property over to the Borough.

Plager commented that she does not see how the Mayor can think that the Assembly is going to accept this.

Schlosser added that, in reality, the four “teardrops” in the design will be rain gardens.

Schlosser stated that they were reassured by Mayor Hopkins that he and the Borough support this project 100%. The Mayor also indicated that he would be contacting Dave Miller with DOT directly.

Fox commented that the CRFC may consider briefing the Parks and Rec Commission regarding this project in an effort to gain their support as well.

McEnteer asked for clarification. She understands that DOT will be deeding land to the Borough. Then, the CRFC would like to see the Borough spend \$150,000 to \$180,000 to construct the “Overlook.” We would also like to see the Borough spend \$9,000 per season to maintain the “Overlook.” **Schlosser** responded that a lot of the construction cost is actually funded through a Fish and Wildlife program through TVWA.

Gardino asked who was going to draft the letter requesting the land transfer. **Wright** responded that the Mayor was going to draft the letter regarding the land transfer. It was suggested that the CRFC draft a letter for the Mayor.

Plager commented that she will follow up with the Parks & Rec Commission and then let the sub-committee members know if any back-up is needed.

Schlosser and **Wright** volunteered to draft the letter as they have been meeting with the Mayor.

*A motion was made by **Plager**, seconded by **Olson**, to extend the meeting for 15 minutes.*

Public Comments were re-opened as Aditi Shenoy from Fairbanks Soil and Water Conservation District was not able to attend the meeting prior to 1:00 p.m.

Aditi Shenoy, FSWC, addressed the Commission and gave a brief overview of the Fairbanks Elodea Workshop which was held on April 7, 2015. They had several speakers who addressed the audience to talk about the Elodea situation and how they are assisting with its eradication in local waters.

Shenoy stated that they will begin suction dredging as soon as they can this spring. They will also be treating some areas chemically.

8. STAFF AND LIASION COMMENTS

Lissa Hughes, TVWA, commented that Barker would like to be added to the May agenda to give an update on their Forestry Grant. She also announced that TVWA kicked off their "Green-Up Day" raffle on Monday the 6th. She has tickets if anyone is interested. All of the proceeds from this fund raiser will be used to build a schoolyard habitat at Early Headstart.

Jackson Fox announced that they will be doing the storm drain painting contest again this year for the storm drains on Noble Street.

Steve Taylor announced that the design concept for Pierce Park will go before the Parks and Rec Commission this month.

Alicia Giamichael, FMATS, announced that they are looking for volunteers for the annual Bicycle and Pedestrian counts. Please contact her directly if you are interested.

Hegarty-Lammers commented that this is the first time that the Commission has not had Native representation on it. She feels that this is very important. She hopes that everyone will think about this when recruiting for vacancies on the Commission.

9. COMMISSIONERS COMMENTS

Plager thanked McEnteer for filling in during her absences.

Schlosser indicated that it is nice to be back.

Jones announced that Festival Fairbanks will be hosting the 1st Annual Bacon Festival Fairbanks. This will be on May 22nd and 23rd. The proceeds from this event will go to the Chena Riverwalk project. She also reported that the dock project at Golden Heart Plaza is moving ahead as scheduled.

Henszey thanked all who have worked so hard on the Plan update. He also thanked Aditi Shenoy for her informative presentations regarding Elodea.

10. AGENDA SETTING FOR May 13 , 2015 COMMISSION MEETING

- A. Ex-officio and liaison members.
- B. 5 Points (primary)
- C. TVWA – Forestry Grant
- D. CRFC Plan update
- E. Airport Way West update

11. ADJOURNMENT

*A motion was made by **Hegarty-Lammers**, seconded by **Wright**, to adjourn. All were in agreement. There was no opposition.*

/l



CLAY STREET CEMETERY COMMISSION
REGULAR MEETING MINUTES, MAY 6, 2015
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA



The **Clay Street Cemetery Commission** convened at 5:00 p.m. on the above date to conduct a Regular Meeting at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Chair Bill Robertson presiding and with the following members in attendance:

Members Present: Jevon Stone, Seat B
Anne Castle, Seat C
Frank Turney, Seat D
Kate Ripley, Seat G

Absent: Dave Erickson, Seat A (excused)
Cyndie Warbelow-Tack, Seat F (excused)

Also Present: D. Danyielle Snider, Deputy City Clerk
Paul Ewers, City Attorney
Kyle Williams, Eagle Scout
Sherry Argend, American Legion Unit 11
Mary McLean, American Legion Unit 11
April Schumacher

APPROVAL OF PREVIOUS MINUTES

a) Regular Meeting Minutes of April 1, 2015.

Ms. Castle, seconded by **Mr. Stone**, moved to APPROVE the Regular Meeting Minutes of April 1, 2015.

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

APPROVAL OF AGENDA

Ms. Castle, seconded by **Mr. Stone**, moved to APPROVE the Agenda.

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

CITIZEN'S COMMENTS

Chair Robertson called for Public Testimony.

Sherry Argend – Ms. Argend spoke to the value of the Clay Street Cemetery. She stated that she and others from the American Legion plan to decorate some graves in the Cemetery for Memorial Day. She indicated that the American Legion has many archived documents that they may be willing to share with the Clay Street Cemetery Commission. She stated that sorting through the archives might be a good winter project.

Ms. Castle stated that the American Legion has a section of roughly 30 known gravesites at the Cemetery and others that are unknown.

Ms. Argend displayed a sample of the decorations they plan to place in the Cemetery on Memorial Day. She stated that she heard an advertisement on the radio soliciting help for the Clay Street Cemetery.

Members spoke briefly about Memorial Day activities around town and at the Cemetery.

EVENTS & PUBLIC RELATIONS

This item was discussed under Citizen's Comments.

COMMUNICATIONS TO COMMISSION

a) Virginia Walker Email Concerning Private John White Marker Order

Ms. Castle indicated that the application Ms. Walker sent needs to be completed and returned.

Ms. Snider pointed out that Ms. Walker explained in her email what parts of the application still need to be completed.

Mr. Turney stated that he plans to remove the dog tag from the gravesite to keep it safe until the new marker arrives.

Members briefly discussed the marker styles available.

Ms. Castle, seconded by **Ms. Ripley**, moved to APPROVE the marker order for Private John White per the recommendations of Ms. Virginia Walker.

There were no objections.

Mr. Turney stated that he will follow up with Representative Guttenberg's office to let them know the marker is being ordered and to thank them for their help.

Chair Robertson indicated that he would contact Ms. Walker to discuss options for attaching the dog tag to the marker base.

UNFINISHED BUSINESS

a) Update on Re-interment of Remains

City Attorney Paul Ewers stated that he and Ms. Snider spoke with Interim Public Works Director Verg Scott about the logistics of interment. He related Director Scott's concern with taking heavy machinery into the Cemetery to dig, as the equipment has been known to sink into the spots where burials are located. He stated that Public Works may elect to hand-dig the burial site. Mr. Ewers asked Commissioners if they plan to schedule some type of ceremony to be held in conjunction with the re-interment of remains. He indicated that the City would like to schedule the transport of the remains as close to the date of re-interment as possible. Mr. Ewers indicated that in the meantime, he and Ms. Snider would work on obtaining the permit from Vital Statistics and would make arrangements for the hole to be dug. He emphasized the need to document the process so that there would be a clear history of what occurred.

Mr. Turney stated that the Director of Anthropology at UAF has indicated that he would be willing to participate in the re-interment. **Mr. Turney** stated that for a long time, he believed it was Brian O'Donoghue who wrote the news story on Chief Nagita in 2004. He stated that he has since confirmed that the story was written by Tom Moran.

Members discussed ideas and dates for the re-interment ceremony. The Commission decided to tentatively schedule the re-interment for Thursday, June 18 at 3:00 p.m.

b) Status on 2015 Marker Order, Marker Name List & Concrete Bases

Ms. Castle provided a revised list for the 2015 marker order to include the 15 markers in the Catholic section. She stated that with approval from the Commission, she will forward the list to Mr. Erickson to provide to the monument company.

No members objected to the revised marker list.

c) Kiosk Design by Eagle Scout Kyle Williams

Mr. Williams stated that the kiosk design should be finalized soon to include a supply list and a plan for transporting the materials to the Cemetery. He expressed concern as to where the materials could be stored at the Cemetery.

Chair Robertson and **Mr. Stone** confirmed that transportation of the materials would not be a problem.

Ms. Castle suggested that the kiosk materials could be stored in the shed. She discussed how the Cemetery map might have to be reduced and/or modified to fit into the kiosk display.

Chair Robertson, Mr. Stone and Mr. Williams discussed the structural design of the new kiosk. **Chair Robertson** provided a sample of how the trim around the plexi-glass might be designed.

Mr. Williams asked if the recognition plaque for Spenard Builder's Supply would be attached to the kiosk or placed on the ground. He indicated that he would like to meet with Mr. Jack Wilbur as soon as possible in regard to the kiosk design.

Chair Robertson replied that the plaque will go under the kiosk plexi-glass. He asked Mr. Williams to provide some available dates so that he could schedule a meeting with Mr. Wilbur.

Mr. Williams replied that since he is homeschooled, he is available at almost any time. He asked whether he would be permitted to place a plaque on the kiosk stating that it was built as an Eagle Scout project.

Commissioners supported Mr. Williams' request to place an Eagle Scout plaque. They discussed the specific site where the kiosk will be placed.

d) Draft Letter to Groups/Organizations Affiliated with the Cemetery

Chair Robertson stated that there is a growing number of incoming communications and inquiries regarding the Clay Street Cemetery. He stated that he drafted a document outlining the basic rules pertaining to Cemetery modifications.

Ms. Snider clarified that the current agenda item is in regard to a letter that Chair Robertson was planning to draft in an effort to solicit involvement in restoration from groups affiliated with the various sections of the Clay Street Cemetery.

Chair Robertson stated that he has contacted several of the groups by phone and some indicated that they would get back to him. He stated that it would be nice to have a single person responsible for a group's work at the Cemetery. He indicated that he would continue to try to identify contacts for the various organizations.

NEW BUSINESS

a) Financial Report from City Finance Department

Ms. Snider stated that the report summarized transactions of the Clay Street Cemetery Commission account from 2012 through the present.

Ms. Castle pointed out that the summary includes the 2015 marker order, but does not include the freight costs. She stated that plots with no permanent markers are given priority to receive new markers, but only if she can find enough information about the deceased. She stated that, according to Mr. Erickson's recent email, shipping costs are estimated to be \$1,655.07.

Members briefly discussed plans for potential bed tax dollars in the future.

Ms. Ripley had to leave the meeting at 6:00 p.m.

b) Communications Policy

Ms. Castle stated that there needs to be a process in place for responding to incoming emails to the Commission. She explained that the fear is that no one will respond or that several members may respond. She stated that at a prior meeting, Chair Robertson had offered to draft a communications policy that would help the Commission to avoid these types of problems.

Chair Robertson stated that he typically responds to all incoming email inquiries. He confirmed that from now on, he will provide a standard response to all incoming inquiries.

c) City Survey

Ms. Castle stated that she has been working with City employee Tim Springer to complete a GPS survey of the Clay Street Cemetery. She stated that there are about 400 orange flags south of the walkway at the Cemetery flagging locations of unmarked graves. She stated that eventually they hope to create new maps from the data gathered.

Mr. Turney stated that he will begin summer maintenance at the Cemetery on May 15 and asked when the surveying would be completed.

Ms. Castle stated that there the City's survey team has had an equipment problem, but that she hopes the GPS project can be completed within the next few weeks.

d) Kellner Signage Placement Request & Location

Chair Robertson stated that the sign is a part of the historical signage being posted at various historical sites in Fairbanks. He suggested that a good spot for the new sign might be underneath the new kiosk. He stated that the group just received the new sign and would like to place it at the Cemetery.

Ms. Castle mentioned that the Commission approved the sign language and agreement a year or two ago after the documents went through the City's legal department. She stated that she thought the location was also identified in the agreement.

Chair Robertson stated that the location for the sign was not agreed upon at that time. He suggested that the Commission hold off in identifying a location until the new kiosk is built.

e) Possible Funding Requests & Status

Chair Robertson stated that he has three funding requests out right now and indicated that he is optimistic that donations will be made.

Mr. Turney asked if donors sometimes ask for their donations to go specifically towards certain plots or sections within the Cemetery.

Chair Robertson stated that he lets donors know that their contributions will go towards purchasing new markers and bases for the Cemetery.

f) Schedule for Installation of Current Markers

Mr. Turney stated that there are a couple wooden crosses at the Cemetery. He asked whether anyone had determined if the cross placed by April Schumacher for John Burnett is in the appropriate location.

Ms. Schumacher stated that she has been doing research for over a year. She explained that a City employee with the initials G.L.L. took box number 10 from the UAF archives in 1996 and stated that the box of records has been missing since that time. She stated that former Clay Street Commission member Joanie Skilbred helped her identify the spot where she placed the wooden cross as the burial plot for John Burnett. Ms. Schumacher submitted the application for placement along with a compilation of her research on the burial of John Burnett for the City's Clay Street Cemetery Commission file. She quoted a 1935 local newspaper article as stating that John Burnett's "interment was in the Eagles' plot in the Fairbanks Cemetery." Ms. Schumacher stated that the undertaker's description of the cemetery lot also references the Eagles' section. She suggested that the Commission try to prove that the location is not the actual burial site of John Burnett versus her trying to prove that it is. She added that John Burnett's grandson is buried one row over and three plots down from the site she believes to be John's.

Chair Robertson stated that he would like to have some sort of confirmation that the plot belongs to John Burnett.

Ms. Castle stated that she does not have enough information to determine the site of John Burnett's burial at this time. She stated that it will take some time for her to complete the research. **Ms. Castle** stated that she does not have a problem with leaving the cross and decorations where they are for the time being.

Mr. Turney indicated that he will do whatever he can to help Ms. Schumacher.

Ms. Schumacher questioned what efforts the City and UAF has put forth in locating the missing records. She offered to help the Commission with research or other tasks.

Ms. Snider stated that the records of the City of Fairbanks need attention. She acknowledged that the City's records are the responsibility of the City Clerk and indicated that it is a huge project that the Clerk's Office is aware of and will begin working on as soon as possible.

Chair Robertson stated that he would like to get a work day scheduled at the Cemetery in June. He asked when the Scouts would be available.

Mr. Stone indicated that he will try to get contact information for the Scout Master so that Chair Robertson could set up a workday sometime in June.

Mr. Turney spoke to Memorial Day events. He stated that Mayor Eberhart is the only City Mayor in his recollection that has ever visited the Cemetery on Memorial Day. **Mr. Turney**

stated that his contract has been renewed with the City to provide maintenance services at the Clay Street Cemetery for 2015.

Ms. Snider shared that the City will hold a Police Memorial Ceremony in the parking lot of the Fairbanks Police Station on Friday, May 15 at 11 a.m.

g) Possible Break for Trip to Cemetery

Members did not discuss this item.

OPEN AGENDA

Mr. Stone announced that he will be out of town for the next Regular Meeting.

Ms. Snider stated that she was recently contacted by UAF regarding a box of records that were dropped off to be added to the City archives. She stated that the box contained birth records in Fairbanks from 1910 – 1912.

Mr. Turney shared that Joanie Skilbred recently put on an event about the life and times of William Wimbish, who is buried at the Clay Street Cemetery.

NEXT MEETING DATE

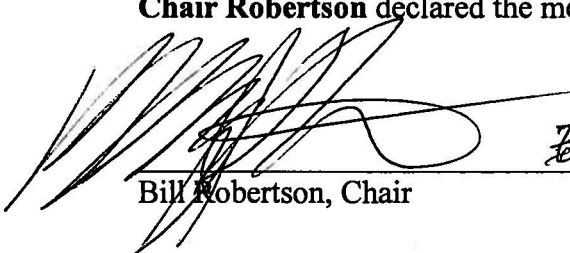
The next Regular Meeting of the Clay Street Cemetery Commission is scheduled for June 3, 2015.

ADJOURNMENT

Ms. Castle, seconded by **Mr. Stone**, moved to ADJOURN the meeting.

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

Chair Robertson declared the meeting adjourned at 6:49 p.m.


Bill Robertson, Chair

3 June 2015

D. Danyielle Snider, CMC, City Clerk

Transcribed by: DS