



FAIRBANKS CITY COUNCIL
AGENDA NO. 2015-08
REGULAR MEETING APRIL 20, 2015
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

REGULAR MEETING

7:00 P.M.

1. ROLL CALL
2. INVOCATION
3. FLAG SALUTATION
4. 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.

5. 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.
6. APPROVAL OF PREVIOUS MINUTES
 - *a) Regular Meeting Minutes of February 9, 2015
7. SPECIAL ORDERS
8. MAYOR'S COMMENTS AND REPORT

9. UNFINISHED BUSINESS

- a) Ordinance No. 5970 – An Ordinance Amending Fairbanks General Code Section 46-42 Disturbing the Peace by Adding a New Subsection Relating to Marijuana Smoke. Introduced by Council Member Pruhs. PUBLIC HEARING was held on April 6, 2015. POSTPONED from the Regular Meeting of April 6, 2015.
- b) Ordinance No. 5972 – An Ordinance Amending the Collective Bargaining Agreement Between the City of Fairbanks and the Fairbanks AFL-CIO Crafts Council. Introduced by Mayor Eberhart. SECOND READING AND PUBLIC HEARING.
- c) Ordinance No. 5973 – An Ordinance Amending Fairbanks General Code Chapter 2-119. Order of Business; Citizens Addressing City Council. Introduced by Mayor Eberhart. SECOND READING AND PUBLIC HEARING.

10. NEW BUSINESS

- *a) Resolution No. 4666 – A Resolution Authorizing the City of Fairbanks to Apply for Funds from the Alaska Highway Safety Office for the FFY2016 DUI Traffic Enforcement Unit. Introduced by Mayor Eberhart.
- *b) Resolution No. 4667 – A Resolution Authorizing the City of Fairbanks to Accept Funds from the Alaska Highway Safety Office for the FFY2016 Traffic Safety Programs. Introduced by Mayor Eberhart.
- *c) Resolution No. 4668 – A Resolution Authorizing the City of Fairbanks to Accept Funds from the United States Department of Justice for the FFY2015 Bulletproof Vest Partnership Grant. Introduced by Mayor Eberhart.
- *d) Resolution No. 4669 – A Resolution Authorizing the City of Fairbanks to Apply for Funds from the Alaska Division of Homeland Security for the FFY2015 State Homeland Security Program. Introduced by Mayor Eberhart.
- *e) Resolution No. 4670 – A Resolution Authorizing the City of Fairbanks to Accept Funds from the Alaska Division of Homeland Security for the FFY2014 Pre-Disaster Mitigation Competitive Grant Program. Introduced by Mayor Eberhart.
- *f) Ordinance No. 5974 – An Ordinance Amending the 2015 Operating and Capital Budgets for the Third Time. Introduced by Mayor Eberhart.

- *g) Ordinance No. 5975 – An Ordinance Authorizing the Release of an Easement in Lemeta Subdivision. Introduced by Mayor Eberhart.
- *h) Ordinance No. 5976 – An Ordinance Authorizing the Engineering Department to Enter into a Developer’s Agreement for the Construction of the Bentley Retail Area Loop Road and for the Public Works Department to Take on Additional Road Maintenance Responsibility in the Bentley Retail Area. Introduced by Council Member Pruhs.
- *i) Ordinance No. 5977 – An Ordinance Amending Fairbanks General Code Section 2-118.1 to Provide for Council Appointment of Public Members of the Finance Committee. Introduced by Council Member Matherly.

11. DISCUSSION ITEMS (INFORMATION AND REPORT)

- a) Committee Reports

12. COMMUNICATIONS TO COUNCIL

- *a) Board of Plumber Examiner Meeting Minutes of January 6, 2015
- *b) Chena Riverfront Commission Meeting Minutes of March 11, 2015

13. COUNCIL MEMBERS’ COMMENTS

14. CITY CLERK’S REPORT

15. CITY ATTORNEY’S REPORT

16. EXECUTIVE SESSION – Labor Negotiations: Fairbanks Firefighters Union (FFU) and International Brotherhood of Electrical Workers (IBEW)

17. ADJOURNMENT



FAIRBANKS CITY COUNCIL
REGULAR MEETING MINUTES, FEBRUARY 9, 2015
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council convened at 7:00 p.m. on the above date, following a Work Session on the Bjerremark Neighborhood Improvements Plan, to conduct a Regular Meeting of the Fairbanks City Council at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor John Eberhart presiding and with the following Council Members in attendance:

Council Members Present: Renee Staley, Seat A (Telephonic)
 Perry Walley, Seat B
 Bernard Gatewood, Seat C
 Jim Matherly, Seat D
 Jerry Cleworth, Seat E
 David Pruhs, Seat F

Absent: None

Also Present: Warren Cummings, Fire Chief
 Paul Ewers, City Attorney
 Janey Hovenden, City Clerk
 Jim Williams, Chief of Staff
 Stephanie Johnson, Dispatch Center Manager
 Carmen Randle, Controller
 Ben Barrio, IT Director
 Randall Aragon, Police Chief
 Brad Johnson, Deputy Police Chief
 Eric Jewkes, Police Admin Lieutenant

INVOCATION

The Invocation was given by City Clerk Janey Hovenden.

FLAG SALUTATION

Mayor Eberhart led the Flag Salutation.

APPROVAL OF AGENDA AND CONSENT AGENDA

Mr. Matherly, seconded by Mr. Walley, moved to APPROVE the Agenda and Consent Agenda.

Mr. Cleworth pulled Resolution No. 4658 and the Appointment to the Finance Committee from the Consent Agenda.

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

City Clerk Hovenden read the Consent Agenda, as Amended, into the record.

CITIZEN'S COMMENTS

Frank Berardi, 801 Pelican Way, Fairbanks – Mr. Berardi spoke in support of Ordinance No. 5964 on behalf of the Coalition for Responsible Cannabis Legislation. He asked whether the intent is to mirror alcohol regulations and, if so, requested that Section 46-44(a)(2) be amended to reflect the laws concerning the consumption of alcohol.

Jennifer Jolis, PO Box 155, Ester – Ms. Jolis stated that she is the Executive Director of Breadline Stone Soup Café. She reported that since the City forgave the debt her organization owed, they have hired a chef trainer and a vista volunteer to help with outreach for their Stone's Throw program. She stated that they have also received a \$50,000 grant from the Alaska Mental Health Trust. Ms. Jolis stated that the Stone's Throw program plans to start classes on March 30, 2015. She expressed gratitude to the Council and to the community for supporting the program.

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney stated that he regrets serving on the nomination committee for the new Chief of Police. He stated that Chief Aragon admitted on KFAR radio that he would suspend the Second Amendment if he were ordered to do so. He questioned whether the Chief is putting police officers and citizens in danger by making those comments. Mr. Turney spoke to community policing and asked what would happen if a homeowner did not want to participate. He stated that he would not let the police into his home without a warrant. He spoke to his principles and to the Council's duty to uphold the U.S. Constitution and their Oaths of Office. He stated that the answer to crime prevention in Fairbanks is more community involvement and activities and more drug treatment programs for youth and adults. Mr. Turney stated that the word "marijuana" is a racist word and provided a brief history of the term. He spoke to the recreational, medicinal and industrial uses for cannabis. He thanked Lloyd Hilling and the City Council for passing a resolution supporting the use of industrial hemp.

Donna Gilbert, 2223 South Cushman Street, Fairbanks – Ms. Gilbert stated that she had intended to comment on Mr. Walleri's letter to City Attorney Ewers but that she feels another issue is more important. She spoke to the recent article in *The Washington Post* titled, "Yes, Alaska survives on oil. But Obama's plan to protect the Arctic wilderness is the right move." She stated that she was appalled when she read the article written by Mr. David van den Berg, the Executive Director of the Fairbanks Downtown Association. Ms. Gilbert stated that Mr. van den Berg lives off the public's dollar and is in that position to represent the Fairbanks community, bring in tourism, build the local economy and make Fairbanks a better place to live. She stated that he should never have represented himself with the article in *The Washington Post* as the Executive Director of the Downtown Association. She commented that local businesses depend

on the oil industry and that all Alaska has is its natural resources and the military. Ms. Gilbert spoke against locking up the Arctic National Wildlife Refuge (ANWR) and added that Mr. van den Berg should be removed from his position.

Victor Buberger, PO Box 58192, Fairbanks – Mr. Buberger stated that he listened to part of the radio interview with Chief Aragon. He stated that he does not want his friends or family dropping by his home without notice and indicated that he certainly does not want the police to show up to his home uninvited. He suggested that the City do some advertising about the Community Policing program. Mr. Buberger stated that the new street between Cowles and Lathrop needs to have better signage to warn drivers of the speed bumps.

Hearing no more requests for public comment, **Mayor Eberhart** declared Public Testimony closed.

APPROVAL OF PREVIOUS MINUTES

- a) Regular Meeting Minutes of November 3, 2014.

APPROVED on the CONSENT AGENDA.

SPECIAL ORDERS

- a) The Fairbanks City Council, Sitting as a Committee of the Whole, heard interested citizens concerned with the following Liquor License Applications for renewal:

Lic #	Establishment Name	License Type	Premise Location	Owner Name
145	Boatel Bar	Beverage Dispensary	Mile 2 Airport Road	Abie Neubauer Inc.
270	The Comet Club	Beverage Dispensary	208 Gaffney Road	John H. Moneymaker
328	Drop In Lounge	Beverage Dispensary	1420 S Cushman St	N & P Enterprises LLC
556	International Hotel & Bar	Beverage Dispensary	122 N Turner	Dakota Ventures Inc.
576	Club Manchu	Beverage Dispensary	2712 Jessie St	Randall G. Kelsch
725	Midnite Mine	Beverage Dispensary	308 Wendell Ave	Borealis Investments Inc.
2258	Regency Hotel	Beverage Dispensary Tourism	95 10th Ave	Pacific Rim Associates, Inc.
2982	Carlson Community Center	Recreational Site	2010 Second Ave	SMG of Alaska Inc.
3020	American Legion Post #57	Club	1634 Cushman St	American Legion Post #57
3282	Sam's Club #6603	Package Store	48 College Road	Sam's West Inc.
3467	Lin's Asian Bistro	Restaurant/Eating Place	1900 Airport Way	Lin's Panda Garden Inc.
3483	Fairbanks Curling Club	Beverage Dispensary	1962 Second Ave	Fairbanks Curling Club Inc.
3687	Thai House Restaurant	Restaurant/Eating Place	412 5th Ave	Boonchoo Inc.

Lic #	Establishment Name	License Type	Premise Location	Owner Name
4076	Brown Jug – Fairbanks	Package Store	559 Harold Bentley Ave	Liquor Stores USA North Inc.
4458	Iris Café and Saloon	Beverage Dispensary Tourism	900 Noble St	J & Y Enterprises Inc.
4464	Fred Meyer #224	Package Store	930 Old Steese Hwy	Fred Meyer Stores Inc.
4488	R.J.'s Lounge & Grill	Beverage Dispensary	3450 Airport Rd	Roy J Stoltz
4507	Miguel's Restaurant	Beverage Dispensary	1235 Airport Way Ste #1	Miguel's LLC
4678	Fairbanks Junior Ice Dogs	Recreational Site	1920 Lathrop St	Fairbanks Junior Ice Dogs Inc.
4862	Southern Wine & Spirits of Alaska	Wholesale – General	3101 Peger Rd – Bay 2	Soon Teack Park

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

Mr. Gatewood, seconded by **Mr. Pruhs**, moved to WAIVE PROTEST on the Liquor License Applications for renewal.

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

YEAS: Gatewood, Walley, Pruhs, Matherly, Staley, Cleworth

NAYS: None

Mayor Eberhart declared the MOTION CARRIED.

MAYOR'S COMMENTS AND REPORT

Mayor Eberhart explained that in an effort to improve employee recognition, the City has begun an "Employee of the Year" award program for 2014. He indicated that the administration may do something a little different in the future, but that this is a good place to start. He stated that a committee was created to review nominees in the areas of professional achievement, customer service, safety and off-duty community service. **Mayor Eberhart** presented the following 2014 awards to City employees: Community Service Award, given to Sgt. Scott McCumby of the Fairbanks Police Department (FPD); Safety Award, given to Davina McMilon of the Public Works Department; Customer Service Award, given to Jessica Jensen of the Fairbanks Dispatch Center; Professional Achievement Award, given to Danyielle Snider of the City Clerk's Office.

Mayor Eberhart stated that the final award goes to City Clerk Janey Hovenden. He stated that Ms. Hovenden has taken a position with the State of Alaska and will be leaving the City of Fairbanks. He provided a brief biography of Ms. Hovenden's work at the City, dating back to 1983. **Mayor Eberhart** commended Ms. Hovenden for the excellence in her work and for practicing what it means to be a true public servant. He stated that she will be remembered at the

City of Fairbanks for her innovative ideas, strong work ethic, mentoring and leadership skills, and dedication to the citizens of Fairbanks.

Clerk Hovenden stated that it has been an honor to work at the City of Fairbanks and that Fairbanks will always be the place she calls home. She thanked everyone for their support.

a) Alaska Permanent Capital Management (APCM) Report

Brandy Niclai and Jason Roth distributed reports to the Council. Ms. Niclai stated that she and Mr. Roth are both portfolio managers and members of the APCM Investment Committee responsible for the City's account. She thanked the Council for entrusting City assets with their firm and stated that the firm has had a relationship with the City of Fairbanks since 1998. She commended members of the City's Permanent Fund Review Board for their knowledge and keen monitoring of the City's Permanent Fund. She spoke to the account performance and to the broad financial market returns referenced in the handout. Ms. Niclai spoke to certain types of investments and to how those investments performed in 2014.

Mr. Roth referenced the back page of the handout and spoke to where the portfolio was positioned at the close of 2014. He spoke also to the history of equity markets as illustrated by the graph on page three of the handout and pointed out the dramatic shift up since the financial crisis in 2008. He spoke briefly to the historical norms of market volatility and to the strength of the U.S. dollar in 2014.

Mayor Eberhart acknowledged February as Black History Month. In response to Mr. Turney's inquiry at a prior meeting, **Mayor Eberhart** stated that the full cost for Deputy Police Chief Johnson's travel to the cannabis symposium in Denver, Colorado was funded by the Alaska Association of Chiefs of Police. He stated that Lieutenant Jewkes' travel to the event was paid in full by the Alaska Police Standards Council. **Mayor Eberhart** stated that the City Clerk position is being advertised internally at the direction given from those Council Members in attendance at the last Finance Committee meeting. He invited input from the Council if they wish to handle the matter differently. **Mayor Eberhart** provided a summary of events, meetings and activities he and his staff have been involved in since the last City Council Meeting. He stated that Ms. Jill King has accepted a job offer from the City and will begin as the Human Resources (HR) Administrative Assistant on the March 2, 2015. He stated that the HR Director position will become vacant in one week and that the City has begun interviewing for that position.

Mayor Eberhart requested to be excused from the Regular City Council Meeting of February 23, 2015 due to a work-related travel conflict.

Mr. Cleworth, seconded by **Mr. Matherly**, moved to EXCUSE Mayor Eberhart from the Regular City Council Meeting of February 23, 2015.

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

NEW BUSINESS

- a) Resolution No. 4657 – A Resolution Supporting the Reinstatement of a Full \$60 Million into the Revenue Sharing Fund on a Yearly Basis with a One-Year Appropriation of \$8 Million to the Fund with an Effective Date Prior to June 30, 2015. Introduced by Mayor Eberhart.

PASSED and APPROVED on the CONSENT AGENDA.

- b) Resolution No. 4658 – A Resolution Authorizing the City of Fairbanks to Apply for Funds from the United States Department of Homeland Security for the FFY2014 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program. Introduced by Mayor Eberhart.

Mr. Gatewood, seconded by **Mr. Walley**, moved to APPROVE Resolution No. 4658.

Mr. Cleworth stated that he enjoys reading history and commented that people should learn from mistakes made. He spoke to the study that was performed in the 1980's to look at declining revenues and see how best to use on-hand capital resources. He stated that the study showed that whenever there is a shortfall or a standstill in funding, an organization should not use one-time funds for manpower but should put the funds towards infrastructure. **Mr. Cleworth** commended Fire Chief Cummings for his diligence in pursuing grant opportunities for the City of Fairbanks but added that SAFER grants have always been problematic due to sustainability issues. He stated that it is difficult to lay people off at the end of the grant funding period. He added that the grant terms do not allow positions to be left vacant due to attrition during the grant funding period, making it impossible to plan ahead for the end of the funding period. He spoke strongly against pursuing the SAFER grant.

Mayor Eberhart pointed out that the last paragraph of the resolution states that the positions will terminate at the close of the grant funding period. He stated that it is his understanding that there are a lot of young people coming out of fire training programs who are seeking short-term positions.

Mr. Gatewood asked why the City of Fairbanks is requesting nine positions.

Chief Cummings stated that the reason the City is requesting nine positions is to bring the department up to the national standard of four people per staff vehicle. He confirmed that the department is currently below the national standard and stated that there should be 16 – 17 firefighters on duty per shift based on national standards.

Mr. Gatewood asked how the City would be able to terminate positions at the close of the grant funding if they City is below the national average in staffing.

Chief Cummings stated that if individuals are hired under the acknowledgement that they will be terminated in two years, the City will terminate them in two years.

Mr. Pruhs asked Chief Cummings if he has a system to determine who will be kept on staff at the end of the grant period if positions are available at that time.

Chief Cummings stated that retention of grant-funded employees would be determined by seniority or would be based on examination results taken at the time of hire per the union contract.

Mr. Cleworth stated that national averages can be determined a number of ways. He stated that Chief Cummings is basing his numbers on manpower per apparatus. He stated that the national average for the U.S. Fire Department profile through 2011—the most current information he has—is 1.53 firefighters per 1,000 in population. He stated that according to those numbers, the City of Fairbanks should have 36 firefighters. He argued that the City is above the national average with a current firefighter staff between 39 and 42 individuals.

Chief Cummings argued that his department is below the standard. He stated that he is trying to relate to the Council what his department needs, not what they currently have. He spoke to averages in recent years based on population and pointed out that the City of Fairbanks has an extremely high volume of ambulance calls compared to other cities who strictly respond to fire calls.

Mr. Cleworth spoke to the significance of mutual aid in the Fairbanks area. He spoke to his frustration that the City cannot employ volunteers due to the terms of the union contract. He stated that he feels comfortable with the City's mutual aid system and the current staffing levels at the Fire Department.

Mr. Walley commented that he has a problem with the grant not allowing the City to perform any layoffs during the life of the grant. He spoke to former Council Member Hilling's belief that if the City needs to hire personnel, it should do so on its own dime and not with grant funding.

Chief Cummings spoke to regular turnover in his department and stated that the nine grant funded positions may come back to the department as vacancies occur.

Mr. Matherly spoke to Mr. Cleworth's comments regarding the "human factor" and to how it becomes difficult to perform layoffs when the grant period ends. He asked Chief Cummings to speak to his thoughts on the issue.

Chief Cummings stated that these types of situations happen regularly in the construction industry. He commented that the individuals would know upon hire that their position would end with the close of the grant term.

Mr. Walley expressed appreciation to Chief Cummings for seeking grant funding on behalf of the City. He asked the Chief if he foresees the temporary nature of the grant positions creating a significant increase in turnover for the Fire Department.

Chief Cummings stated that the Fire Department hires and trains individuals every year and indicated that it is ideal to have more than two individuals being trained at one time. He commented that equipment can be somewhat interchangeable between individuals and that with nine new sets of equipment and what the department already has on-hand, equipment should not be too much of an issue.

Mr. Pruhs asked Chief Cummings how many individuals came on board permanently with the last SAFER grant and why he is requesting nine new positions.

Chief Cummings stated that the last SAFER grant had a five-year term. He explained that the City hired three initially and indicated that the turnover rate was high. He stated that he would have to do some research to come up with more solid information. He commented that in order to increase chances for obtaining the grant, he is proposing additional staff that would meet the national standard.

Mr. Gatewood asked if it is possible to train with other fire departments in the area.

Chief Cummings stated that it may be possible to combine training efforts with other departments.

Mayor Eberhart asked how the national average is calculated when it is based on population.

Chief Cummings explained that the population of Fort Wainwright is excluded in the calculation of the average because the City does not service that area. He stated that the average is based on a population of 23,000.

Mayor Eberhart asked if the 23,000 figure accounts for the daily surge of people in Fairbanks.

Chief Cummings replied that it does not include the daily surge. He stated that the City transports patients from medical care facilities to areas outside the City limits and Fort Wainwright on a regular basis. He stated that the influx of people within the City during the daytime hours could easily equate to twice as much as the normal population.

Mayor Eberhart asked Chief Cummings to speak to the discussion at a recent Public Safety Commission where the issue of volunteer firefighters was addressed.

Chief Cummings stated that many of the local volunteer fire departments are not true volunteer departments because they employ paid staff, live-in students and very few volunteers. He spoke to the incredible amount of training and certification that goes into firefighting and commented that the younger generation does not seem to be interested in volunteer firefighting.

Mr. Cleworth stated that every municipality has an influx in population during the daytime hours. He stated that the City hired grant-funded positions at the close of the last SAFER grant. He spoke in opposition to Resolution No. 4658.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4658 AS FOLLOWS:

YEAS: Gatewood
NAYS: Walley, Matherly, Pruhs, Cleworth, Staley
Mayor Eberhart declared the MOTION FAILED.

- c) Ordinance No. 5964 – An Ordinance Amending Fairbanks General Code Chapter 46 Offenses by Adding a New Section to Prohibit the Consumption of Marijuana in a Public Place. Introduced by Council Member Pruhs.

ADVANCED on the CONSENT AGENDA.

DISCUSSION ITEMS

- a) Committee Reports

FMATS Policy Committee – **Mr. Walley** stated that the Committee approved the Air Quality Conformity Analysis on the Metropolitan Transportation Plan (MTP), the MTP itself and Amendment No. 8 to the Transportation Improvement Program (TIP). He shared that the CAPSIS request was reviewed and submitted by the deadline and thanked the Council for their support of that resolution. **Mr. Walley** reported that the Committee approved the project evaluation criteria for the 2015 – 2018 TIP and a schedule was presented on the development of the TIP. He added that an Air Quality Conformity Analysis is also required for the TIP. **Mr. Walley** stated that FMATS wrote a letter to the Department of Transportation (DOT) headquarters in Juneau regarding the lack of information that has been shared on the Alaska State Rail Plan.

Explore Fairbanks Board of Directors – **Mr. Matherly** reported that the last Board meeting was primarily informational. He stated that Deb Hickok, President of Explore Fairbanks, announced that Frontier Airlines and United Airlines will not be returning to Fairbanks from their Denver hub during the summertime. **Mr. Matherly** reported that some new Board members and directors were also added to Explore Fairbanks.

Permanent Fund Review Board – **Mr. Gatewood** stated that it is important that the value of the Permanent Fund continues to grow. He stated that as of February 6, 2015, the Fund was valued at \$122.9 million. He stated that the City typically takes two draws a year from the Permanent Fund, totaling approximated \$4 - 4.5 million. He stated that the first draw is planned for June. He commended the City's Finance Department.

Fairbanks Diversity Council – **Mayor Eberhart** stated that the Fairbanks Diversity Council recently met to continue with strategic planning. He commented that there is currently nothing concrete to report.

Mayor Eberhart called for a five minute recess.

- b) Chief of Police: Traffic Enforcement Report by Police Chief Aragon, Deputy Chief Johnson and Lt. Jewkes

Chief Aragon stated that there has been a decline in traffic enforcement operations. He referenced the one-page handout provided to the Council and stated that he and his team will review the listed items then answer any questions the Council may have.

Deputy Johnson addressed some of the factors that have influenced the statistics since 2011. He stated that the decline in DUI and “Click it or Ticket” enforcement is directly related to the reduction in funding from the Alaska Highway Safety Office (AHSO). He spoke to the spike in citation issuance in 2012 and explained that the increase was a result of the work standard instituted by former Chief Zager. Deputy Johnson stated that the nationwide perception of law enforcement has changed significantly over the past year and is felt across the local law enforcement community. He commented that the growing scrutiny from the general public is causing officers to become more reluctant to cite during traffic stops.

Lt. Jewkes stated that since two of the City’s traffic officer positions are funded by AHSO grant dollars, they are restricted to impaired driving enforcement. He stated that the Alaska Court System made some changes to traffic court calendaring in 2013 which no longer accommodated officers’ schedules, but required officers to appear at whatever date and time was scheduled. He stated that the change has created a significant burden to officers and has been disruptive to shift schedules. Lt. Jewkes spoke to the 2013 report standards mandated by the State of Alaska and explained that the new requirements have significantly increased the time it takes to write an accident report. He stated that in April of 2013, FPD also changed citation formats by moving to the standard Alaska Uniform Citation (AUC) form which contains a lot more information. He stated that for some time there was a shortage of forms available to officers. Lt. Jewkes expressed his opinion that the Alaska Court System made the transition very difficult and in the course of all the changes made, effectively eliminated FPD’s ability to issue parking citations. Lt. Jewkes stated that there were also some changes made to the routing and collection of City-issued minor consuming citations. He spoke to the lengthy and time-consuming transition to electronic citations after the AUC form was introduced and indicated that there are still some ongoing issues with the electronic ticketing system.

Chief Aragon suggested that a solution to the traffic enforcement issue might be to hire two additional traffic enforcement officers. He briefed the Council on the current number of traffic and DUI enforcement officers per shift and spoke to the duties of his officers and staff. He stated that he plans to reinforce to his staff the importance of working traffic and spoke to the three “E’s” to the realm of traffic safety: engineering, education and enforcement. Chief Aragon stated that there is a standard requiring a police agency to determine how many staff they should employ, specifically relating to patrol. He commented that the analysis cannot be calculated based simply on population and stated that the accreditation authority provided him with a workload and staffing analysis formula to calculate the variables that should be taken into account. Chief Aragon continued to tell how even that analysis is outdated and spoke to a

workload analysis from the International Association of Chiefs of Police (IACP). He stated that he and Deputy Johnson researched the method and came up with a report to share.

Deputy Johnson stated that the study was based on methods and recommendations that are endorsed and practiced by the IACP. He shared that the study shows that a patrol officer should obligate their time on duty as follows: 30% in response to calls for service, 30% in administrative tasks, 30% in proactive policing, and 10% flex time depending on department goals. He stated that using the IACP model with 2013 internal data, FPD is understaffed and would need six additional officers to meet the recommended staffing level of 33 patrol officers.

Mr. Gatewood stated that he likes the report that was handed out but spoke out against verbal “storytelling” about the needs of the department.

Deputy Johnson stated that he does not believe there is a request for additional staffing associated with the report being provided. He indicated that the intent was for informational purposes only.

Mr. Matherly thanked everyone for the staff report. He asked Deputy Johnson to speak to what happened with former Chief Zager’s traffic enforcement standard that was implemented in 2012.

Deputy Johnson commented that Chief Zager’s standard was not well-received and was begrudgingly followed. He stated that since 2012, other priorities within the department have taken over and the monitoring for that program has dwindled. He clarified that Chief Zager’s work standard was applied to all patrol officers, not just traffic.

Mr. Cleworth stated that when revenues fall in a certain area, it comes to the Council’s attention as something that should be addressed. He asked Lt. Jewkes to speak more to the complications with the State of Alaska in regard to parking citations and to whether the problems have been solved.

Lt. Jewkes replied that the serving method for parking violations has been corrected.

Mr. Cleworth briefly spoke to the traffic enforcement standard implemented by former Chief Zager. He stated that even with the standard in place, an officer has to have probable cause to make traffic stops and pointed out that every traffic stop does not result in a citation. **Mr. Cleworth** expressed concern with the significant decline, particularly in issued citations DUI’s. He commented that the City may have to address the issue in the annual budget. He stated that it is also concerning that the Police Department is claiming to be under-staffed when just a few months ago they were lobbying for a 10% reduction in officer staffing.

Deputy Johnson stated that one of the primary purposes of the staffing analysis was to show that FPD officers have a high workload.

Lt. Jewkes pointed out that the problems and difficulties with the State of Alaska's new regulations and changes to court processes came about in 2013, the year after the implementation of Chief Zager's work standard.

Mr. Cleworth asked what happened to the idea of using one grant-funded position to begin performing commercial traffic enforcement.

Lt. Jewkes stated most of the commercial vehicle enforcement training occurred in the prior year. He stated that work was done to incorporate commercial enforcement regulations into the City Code and that the City could now begin enforcing them. He reminded the Council that FPD's focus in traffic enforcement is on safety, not revenue. Lt. Jewkes spoke briefly to some discrepancies in vehicle forfeiture revenues he obtained from the Finance Department for 2013 and 2014 which showed that revenues were not as low as what was reported. He stated that a big part of enforcement for commercial vehicles is education.

Deputy Johnson indicated that the sergeant trained commercial vehicle inspections has moved on from that assignment and that there is a new sergeant in charge of the unit. He stated that with the limited number of traffic unit officers on duty at a given time, it may be difficult—but not impossible—to begin commercial vehicle enforcement.

Mr. Cleworth commented on the large increase in the number of traffic stops from 2012 to 2013 and the significant drop in citation issuance during the same time period. He stated that the numbers support the claim that FPD's focus is on safety versus revenue.

Mr. Matherly expressed his hope that the public perception of law enforcement would improve. He asked Chief Aragon to speak to Mr. Turney's earlier comments regarding his recent radio interview on KFAR

Chief Aragon stated that the purpose of the radio interview was to showcase some of the programs that FPD is implementing and to talk about crime prevention and tips for the community. He stated that he was asked what he would do as the Fairbanks Chief of Police if the U.S. President declared martial law in the City of Fairbanks and eliminated local citizens' Second Amendment right to bear arms. He stated that his reply was that he would have to enforce the President's declaration because he believes there would have to be a good reason behind it. Chief Aragon spoke to FPD's Community Policing program and stated that he is receiving positive feedback from the community. He stated that citizens are inviting officers into their homes to talk about their concerns and neighborhood issues.

Mr. Pruhs commended Chief Aragon for representing himself very well in a recent interview with a republican party group. He stated that the Chief was very straightforward and open with his answers. He stated that comments made during radio interviews should be taken in context. He commented that Alaska residents take their Second Amendment rights very seriously.

COMMUNICATIONS TO COUNCIL

- a) City Clerk Resignation Letter

ACCEPTED on the CONSENT AGENDA

- b) Permanent Fund Review Board Meeting Minutes of October 22, 2014

ACCEPTED on the CONSENT AGENDA

- c) Public Safety Commission Meeting Minutes of July 8, 2014

ACCEPTED on the CONSENT AGENDA

- d) Public Safety Commission Meeting Minutes of August 12, 2014

ACCEPTED on the CONSENT AGENDA

- e) Public Safety Commission Meeting Minutes of October 14, 2014

ACCEPTED on the CONSENT AGENDA

- f) Public Safety Commission Meeting Minutes of November 17, 2014

ACCEPTED on the CONSENT AGENDA

- g) Clay Street Cemetery Commission Meeting Minutes of January 7, 2015

ACCEPTED on the CONSENT AGENDA

- h) Appointment to the Fact Finding Commission

APPROVED on the CONSENT AGENDA

- i) Appointment to the Finance Committee

Mr. Matherly, seconded by **Mr. Gatewood**, moved to APPROVE the Appointment to the Finance Committee.

Mr. Cleworth spoke to the importance of appointments to the Finance Committee. He spoke to Mr. Jeff Johnson's history in serving on the Committee and to the value and knowledge he has brought to the table over the years. He asked Mayor Eberhart if he has spoken with Mr. Johnson or invited him to continue service on the Finance Committee.

Mayor Eberhart stated that he has not spoken with Mr. Johnson. He stated that Mr. Johnson has expressed interest in serving on the City's Permanent Fund Review Board and/or on the Finance Committee. He stated that Mr. Johnson has been appointed to the Permanent Fund Review Board.

Mr. Cleworth asked if the City has received any other applications for service on the Finance Committee.

Mayor Eberhart stated that he has spoken with other individuals about the position but that the proposed applicant is the only one who submitted an application at that time.

Mr. Cleworth commented that since then, Mr. Ron Woolf submitted an application to serve on the Finance Committee. He stated that it is imperative that the Council appoint someone to the Committee who understands City finances. He added that he is uncomfortable appointing an individual he knows nothing about and who may not know anything about City finances. **Mr. Cleworth** stated that there are at least two individuals he can think of that would be great assets to the Committee.

Mr. Gatewood asked Mr. Cleworth if he means to say that the Council knows what Mr. Woolf and Mr. Johnson will bring to the table, but not what Ms. Sisto has to offer.

Mr. Cleworth replied that he does not think that the proposed applicant knows the City's finances inside and out like the other two individuals. He stated that there would be a significant learning curve for someone new.

Mr. Matherly inquired as to why the Council could not bring one of the more experienced individuals on board and add the new applicant. He stated that he knows Ms. Sisto well and that adding an extra position might be a good compromise to the present situation.

Mr. Cleworth stated that the City Code stipulates that only one member of the public may serve on the Finance Committee at one time but commented that the Code can be easily changed. He stated that he wants to encourage new interest while not losing valuable institutional knowledge.

Mayor Eberhart stated that, currently, the Code will only allow for one member to be appointed. He commented that Mr. Johnson has a good knowledge of City finances and has given good service to the City. He stated that everyone has to start somewhere and provided a little background information on Ms. Sisto. He explained that he does not believe the City should appoint the same individuals to serve simultaneously on the Finance Committee and the Permanent Fund Review Board. **Mayor Eberhart** stated that he believes the City's financial future looks very positive and that he feels it is an appropriate time to bring someone new with a fresh perspective on board.

Mr. Cleworth stated that he does not have quite the same optimistic outlook of the City's future as Mayor Eberhart. He expressed support for Mr. Matherly's idea.

Mr. Pruhs spoke to the dilemma of appointing someone new or someone with experience. He stated that Mr. Matherly's is a good solution to the problem.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE APPOINTMENT TO THE FINANCE COMMITTEE AS FOLLOWS:

YEAS: Staley, Matherly, Gatewood, Pruhs, Cleworth, Walley

NAYS: None

Mayor Eberhart declared the MOTION CARRIED.

COUNCIL MEMBERS' COMMENTS

Ms. Staley offered congratulations to City Clerk Hovenden and stated that she will be missed at the City. She thanked Ms. Hovenden for her service to the City of Fairbanks.

Mr. Gatewood congratulated all the employees who were presented with awards. He echoed Ms. Staley's comments and stated that her resignation is bittersweet. He congratulated Ms. Hovenden on her new position with the state and commended her for keeping her staff trained. **Mr. Gatewood** spoke to the level of professionalism in the City Clerk's Office and stated that the office is in good shape. He commended Mr. Matherly for proposing the compromise on the appointment to the Finance Committee and expressed appreciation to fellow Council Members for their good discussion on issues.

Mr. Walley expressed condolences in the recent death of Louis "Frank" DeLong and spoke to the great accomplishments of the longtime Fairbanks resident. He commented that it was good to hear a positive report from the Breadline Stone Soup Café. He spoke to Ms. Gilbert's comments regarding Mr. van den Berg's article in *The Washington Post*. **Mr. Walley** stated that he too found the article disturbing in many ways. He stated that State Senator Pete Kelly said it well when he said that there are billions of gallons of oil sitting in Alaska soil all tied up in court. He expressed his belief that Alaskans should be taking every opportunity to develop Alaska's resources in an environmentally-friendly way. **Mr. Walley** referenced page three of the summary distributed by APCM's Brandy Niclai and Jason Roth and pointed out that the S & P 500 seems to plunge about every six years. He stated that it has been about six years since its last dip below the 800 level. **Mr. Walley** thanked Ms. Hovenden for helping him as a new Council Member and commented on the value of her knowledge of the City of Fairbanks. He wished her luck in Juneau.

Mr. Matherly shared an update he received from Mr. Marlow, owner of the Polaris Building. He stated that Mr. Marlow still intends to move forward with renovation pending financial resources. He commented that although he does not always see eye-to-eye with Ms. Gilbert on issues, he will never question her passion for and commitment to the Fairbanks community. He stated that he too did not like the article written by Mr. van den Berg. **Mr. Matherly** expressed concern for Mr. Turney as he left the meeting early appearing to having difficulty breathing. He spoke to the use of marijuana and stated that he is not fond of the idea of one of his neighbors smoking the drug in their back yard. **Mr. Matherly** stated that he calls City staff quite often and

that Ms. Hovenden has always taken the time to talk with him. He stated that Ms. Hovenden is a stellar person and that Juneau will be lucky to have her. He wished Ms. Hovenden the best in her future endeavors.

Mr. Cleworth stated that he has known Ms. Hovenden for many years and that it was an honor to serve on the Council when she was appointed to the City Clerk position. He commended Ms. Hovenden for her diligence in reviewing the City Code to see how it could be simplified to better serve the citizens of Fairbanks. He expressed hope that the work that has been done with records management will continue after Ms. Hovenden is gone. **Mr. Cleworth** spoke to Ms. Hovenden's dedication and stated that working for seven bosses is no easy task. He stated that Ms. Hovenden was good at remaining apolitical and did a splendid job as the City Clerk. He wished her the best with the opportunity in Juneau. **Mr. Cleworth** stated that the late Frank DeLong served on the Municipal Utilities System (MUS) Board at the City and expressed gratitude and admiration for the man. He stated that he would like to co-sponsor the ordinance to add another public position to the Finance Committee and thanked Mr. Matherly for suggesting the compromise. He distributed a grievance report prepared by the City Attorney showing the total number of grievances at the City from 2012 – 2014. He commented that of the 58 total grievances, Police and Dispatch had about 21% and the Fire Department had 79%.

Mr. Pruhs joked that if he had pulled Ms. Hovenden's resignation letter from the Consent Agenda, he doubts that any Council Members would have voted for it. He stated that Ms. Hovenden has been an incredible asset to the City of Fairbanks and commented that the mark of an exceptional manager is someone who has employees capable of running a department when they leave. He thanked Ms. Hovenden for her service and wished her the best. **Mr. Pruhs** stated that the City of Fairbanks is often in an enviable position and spoke to the good fiscal responsibility of the City. He commented that the City may start seeing an increase in applicants seeking employment as other entities are not doing so well financially. He stated that the Council may need to start looking at employee benefit packages to see how it can be made more attractive to potential applicants. **Mr. Pruhs** commented that the APCM representatives did not answer one of Mr. Cleworth's questions about when to pull out of equities. He stated that he would like to be more proactive as a Council with the issue of the Polaris Building and expressed his belief that one day the structure may cost the City a great deal of money. He spoke to the ordinance he introduced on marijuana consumption and stated that he hopes everyone will keep an open mind on the issue.

Mr. Cleworth spoke to the man that was arrested a few months back at Justa-Store and quoted the man as saying, "If that had happened in any other community, I'd probably be dead." He stated that the man's words are a testimony to FPD's great policing and asked Mayor Eberhart to share his sentiments with the department.

CITY CLERK'S REPORT

City Clerk Hovenden thanked the City Council for all they have done for her and the Clerk's Office. She stated that she will miss everyone and will even miss attending the City Council Meetings.

CITY ATTORNEY'S REPORT

City Attorney Ewers stated that he and the City Clerk tend to gravitate when there are problems and concerns because they both work for the City Council. He thanked Ms. Hovenden for her work at the City and wished her the best in Juneau. He expressed hope that she would someday return to Fairbanks and stated that she will be missed.

Mr. Matherly, seconded by **Mr. Gatewood**, moved to go into Executive Session for the purpose of discussing AFL-CIO Laborer's Union Negotiations on Pension Funding Improvement Plan Options and IBEW Labor Contract Negotiations.

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

Mayor Eberhart called for a five minute recess.

EXECUTIVE SESSION

- a) AFL-CIO – Laborers Union, Negotiation on Pension Funding Improvement Plan Options
- b) International Brotherhood of Electrical Workers (IBEW) Labor Contract Negotiations

The City Council met in Executive Session to discuss the above labor issues. Direction was given to staff and no action was taken.

ADJOURNMENT

Mr. Matherly, seconded by **Ms. Staley**, moved to ADJOURN the meeting.

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

Mayor Eberhart declared the meeting adjourned at 11:40 P.M.

JOHN EBERHART, MAYOR

ATTEST:

D. DANYIELLE SNIDER, CMC, CITY CLERK

Transcribed by: DS

ORDINANCE NO. 5970

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE SECTION
46-42 DISTURBING THE PEACE BY ADDING A NEW SUBSECTION
RELATING TO MARIJUANA SMOKE**

WHEREAS, Ballot Measure 2 – An Act to Tax and Regulate the Production, Sale and Use of Marijuana, codified as Alaska Statute 17.38, providing for the legalization of marijuana, was passed by the voters in the recent state election and certified on November 28, 2014, by the State of Alaska, Division of Elections; and

WHEREAS, the effective date of the legislation enacted by Ballot Measure 2 was February 24, 2015; and

WHEREAS, on February 23, 2015, the City Council passed Ordinance No. 5964 defining those “public places” where consuming marijuana is prohibited; and

WHEREAS, consumption of marijuana by smoking produces an airborne by-product that could affect and possibly harm those in close proximity to its consumption; and

WHEREAS, FGC Sec. 46-42 (Disturbing the Peace) currently does not take into account when the smoke and odor of marijuana consumption disturbs the peace and privacy of others.

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

SECTION 1. Fairbanks General Code Section 46-42 Disturbing the Peace is amended by adding subsections (g), (h), and (i) as follows:

Sec. 46-42. Disturbing the peace.

* * * * *

- (g) In addition to subsections (a) and (b), a person commits the offense of disturbing the peace if they:
- (1) In a private place, consume marijuana with the intent to disturb or in reckless disregard of the peace and privacy of others after having been informed by another that the conduct is disturbing the peace and privacy of others not in the same place; or
 - (2) After being informed by a police officer that their consumption of marijuana is in violation of subpart (1), refuses to abate the consumption.

(h) For purposes of this section, the following definitions and conditions apply:

- (1) *Consume* has the meaning, in all conjugate forms, of “consumption” set forth in AS 17.38.900.
- (2) *Marijuana* has the meaning set forth in AS 17.38.900.
- (3) *Private place* means any place that is not a “public place” as defined in FGC Sec. 46-44(b)(3).
- (4) To disturb the peace and privacy of others, the consumption of marijuana must be of such a nature that it would disturb a not unduly sensitive individual.

(i) Violation of subsection (g) above is a minor offense punishable by a fine of \$100.00. Disposition of this offense may be without court appearance pursuant to AS 29.25.070 and the Alaska Minor Offense Rules upon payment of the \$100 fine and payment of the state surcharge required by AS 12.55.039 and AS 29.25.074. This fine may not be judicially reduced.

SECTION 2. That the effective date of this Ordinance shall be the ____ day of April 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. 5972

AN ORDINANCE AMENDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FAIRBANKS AND THE FAIRBANKS AFL-CIO CRAFTS COUNCIL

WHEREAS, the City of Fairbanks and the Fairbanks AFL-CIO Crafts Council ratified a collective bargaining agreement (CBA), effective January 1, 2014 through December 31, 2016; and

WHEREAS, changes to the collective bargaining agreement are subject to member ratification and City Council approval; and

WHEREAS, the City Public Works Department wishes to improve efficiencies and reduce operating costs by creating a new Service Oiler job classification; and

WHEREAS, the new Service Oiler job classification, when filled with a temporary employee, will be paid at 70% of the Mechanic scale rate, resulting in a cost savings to the City; and

WHEREAS, the Service Oiler will perform very routine “apprentice-level” mechanic duties, such as oil and tire changes, lubrication, replacing headlights, turn signals, safety lights and cleaning the work areas, thus allowing the highly-trained and skilled mechanics to focus on technical maintenance and more complicated repair tasks in maintaining the City vehicle fleet; and

WHEREAS, this new job classification will be filled by currently-funded temporary employees, resulting in no increase to permanent staffing and no required increase in the City Public Works operating budget; and

WHEREAS, the AFL-CIO has tentatively agreed that the City may create this new job classification to be filled with temporary personnel on an as-needed basis.

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

SECTION 1. The Letter of Agreement amending the current CBA between the City of Fairbanks and the AFL-CIO Crafts Council and the accompanying job description, attached as Exhibit A, is approved and ratified.

SECTION 2. The effective date of this Ordinance will be the ____ day of April 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

Letter of Agreement

City of Fairbanks (City)

and

Fairbanks AFL-CIO Crafts Council (the Union)

The City and Union entered a three-year collective bargaining agreement (CBA), effective January 1, 2014 through December 31, 2016. The City and the Union have agreed to amend the January 1, 2014 CBA to create a new occupational classification.

THE CITY AND AFL-CIO HEREBY AGREE AS FOLLOWS:

SERVICE OILER CLASSIFICATION

A. The Parties agree to the addition of a temporary “Service Oiler” classification. The Parties agree to extend by reference the terms of the current CBA, section 22 ‘Temporary Employees’ to this LOA.

B. The “Service Oiler” classification wage rate will be equal to seventy percent (70%) of the current Mechanic wage and one hundred percent (100%) of the current fringe benefit allocations.

It is the understanding of the AFL-CIO that the City Public Works Department intends to pursue conversion of this temporary Service Oiler position to a full time position using currently programmed temporary labor funding, pursuant to Mayor and Council approval.

The terms of this LOA are to continue for the duration of the January 1, 2014 CBA. Either party may terminate this LOA by providing thirty (30) days written notice to the other party.

For the City:

For the Union:

Date: _____

Date: _____

EXHIBIT "A"
to Ordinance No. 5972

**NOTICE OF POSITION VACANCY
AND JOB CLASSIFICATION**

AFL-CIO - OPERATORS

I N - H O U S E B I D

DATE: March 10, 2015 CLOSSES: Open Until Filled
TO: All Interested AFL-CIO Personnel
FROM: Personnel Department/City of Fairbanks
POSITION: Service Oiler/Mechanic Helper
CLASSIFICATION NO: PAY SCALE: 70% of Equipment Mechanic
DEPARTMENT: Public Works

NATURE OF WORK

The positions of this class are responsible for performing preventative maintenance and general maintenance of a mechanical and hydraulic nature designed to insure the effective functioning of gasoline or diesel powered vehicles and equipment, including automobiles, trucks, tractors, graders, bulldozers and related construction and road maintenance equipment.

ESSENTIAL JOB FUNCTIONS

- 1) Employees are required to have basic understanding of automotive systems and parts, and are expected to perform monthly, quarterly and annual basic servicing of equipment.
- 2) Depending on the shop requirements, employees may be assigned to assist other technicians with repairs on equipment.
- 3) Responsible for assisting with the mechanical servicing of vehicles and equipment, to ensure the proper functioning of all vehicles and equipment to include but not limited to the following:
 - a. Grease moving parts on vehicles, trucks and equipment
 - b. Check and add fluids as required
 - c. Perform oil changes on all equipment
 - d. Inspect belts, lights, glass, tires and other parts for wear and tear
 - e. Clean work areas to assist with efficient and safe environment

- 4) Work is performed under the general direction of a maintenance supervisor, lead worker or mechanic; work is reviewed based on quality and timeliness depending on the type equipment serviced.
- 5) Assists equipment mechanic as directed with preventative maintenance and general mechanical overhaul and repair work on automobiles, trucks, tractors, graders, bulldozers and related construction and maintenance equipment through the inspection, adjustment and replacement of parts to insure the effective functioning of equipment.
- 6) Assists equipment mechanic as directed to diagnostic inspection of engines using electronic or mechanical analyzing equipment in performing engine tune ups to meet manufacturer's specifications.
- 7) Assists equipment mechanic as directed to adjust and replace components and related parts in clutch systems, main bearing assemblies, cooling, fuel and exhaust systems, valves, pistons and other related items.
- 8) Assists equipment mechanic as directed in preventative maintenance on gas or diesel equipment by checking, repairing or replacing brakes, lights, doors, windows, steering gear, fuel pumps, carburetors, generators, alternators and other related parts.
- 9) Assists equipment mechanic as directed in the repair and overhaul of transmissions, differentials, front and rear axle assemblies and ignition systems.
- 10) Assists equipment mechanic in welding, fabrication and modification of parts as directed.
- 11) Performs a variety of manual maintenance duties as assigned to include general shop housekeeping, trash removal and washing vehicles and equipment.
- 12) Uses issued personal protective equipment as directed.

The preceding examples are representative of assignments performed by this class and are not intended to be all inclusive.

KNOWLEDGE, SKILLS AND ABILITIES

These factors will be the basis for selecting those qualified candidates to be interviewed. Candidates selected for employment must satisfactorily demonstrate possession of these factors during a prescribed probationary period for continued employment.

DEMONSTRATE:

- 1) Knowledge of tools, equipment and technology used in the repair and maintenance of motorized equipment.
- 2) Knowledge of occupational hazards and safety precautions of the mechanical trade.
- 3) Knowledge of hydraulic systems and automatic transmissions.

- 4) Skill in safe use and care of tools, equipment and materials of the mechanical trade.
- 5) Ability to understand and carry out oral and written instructions and interpret plans, sketches and repair manuals.
- 6) Ability to work independently while performing regular work duties.
- 7) Ability to work any shift assigned, to work overtime and to work out-of-doors for extended periods under unfavorable weather conditions.
- 8) Ability to establish and maintain effective working relations with supervisors and other employees.
- 9) Must be punctual and dependable.
- 10) Must be courteous and tactful with the public.
- 11) Ability to accept temporary job assignments out of normal field of work such as: driving dump trucks and other equipment, assisting at burials, assisting on boiler trucks and street striping, operating portable pumps in flooded streets and throwing garbage bags on packer trucks in midwinter.

MINIMUM REQUIREMENTS:

Persons applying for this position should have the following experience and/or training:

High school diploma or equivalent preferred

Must have ability to interpret and apply verbal and written instructions

Employee must furnish all mechanics' tools normally furnished by employees in the trade.

Possession of sufficient physical strength, agility and dexterity to perform all the work of this class and from time to time, perform assigned manual tasks requiring heavy physical exertion.

Possess and maintain a valid State of Alaska Class B Commercial Driver's License in accordance with the Commercial Motor Vehicle Safety Act of 1986.

Individuals interested in applying for this position should contact the City of Fairbanks Human Resources Department at 800 Cushman Street, Fairbanks, Alaska 99701, phone 459-6780.

WORK ENVIRONMENT AND PHYSICAL EFFORT

Performs duty in a variety of conditions; generally unpleasant areas with the most disagreeable extremes of heat, cold, dirt, noise, fumes, etc. which are continuous and expose the employee to combinations of elements and factors; up to 3/4 of time is spent standing or walking; major health and accident/hazard risk; and requires sustained periods of heavy lifting, crouching, stooping or stretching, pushing or pulling (50+ lbs.).

The City of Fairbanks is an Equal Opportunity Employer.

JOHN EBERHART
City Mayor

RE:

Employee Signature

Date

Supervisor Signature

Date

ORDINANCE NO. 5973

**AN ORDINANCE AMENDING FAIRBANKS GENERAL
CODE CHAPTER 2-119. ORDER OF BUSINESS;
CITIZENS ADDRESSING CITY COUNCIL**

WHEREAS, the Order of Business for Regular Meetings of the City Council is set forth in Fairbanks General Code (FGC) Section 2-119; and

WHEREAS, under the current Order of Business, the approval of the agenda and consent agenda occurs before citizen's comments; and

WHEREAS, the Council recognizes that citizens often wish to comment on matters on the consent agenda, especially proposed resolutions; and

WHEREAS, changing the order of business by moving the approval of the agenda and consent agenda until after citizens' comments allows citizens to make timely comments on items on the consent agenda.

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

SECTION 1. Fairbanks General Code Section 2-119(a) is hereby amended as follows [new text in **underlined bold** font; deleted text in ~~strikethrough~~ font]:

Sec. 2-119. Order of business; citizens addressing city council.

(a) At every regular meeting of the city council, the order of business shall be as follows:

- (1) Roll call.
- (2) Invocation.
- (3) Flag salutation.
- (4) **Citizens' comments, oral communication to the city council on any item not up for public hearing (unscheduled; testimony limited to five minutes per topic)**~~Approval of agenda and consent agenda. (Approval of consent agenda passes all routine items indicated by asterisk (*) on the agenda. Consent agenda items are not considered separately unless a councilmember so requests. In the event of such request, the item is returned to the general agenda.)~~
- (5) **Approval of agenda and consent agenda. (Approval of consent agenda passes all routine items indicated by asterisk (*) on the agenda. Consent agenda items are not considered separately unless a councilmember so requests. In the event of such request, the item is returned to the general agenda)**~~Citizens' comments, oral communication to the city~~

~~council on any item not up for public hearing (unscheduled; testimony limited to five minutes per topic).~~

- (6) Approval of minutes of previous meetings.
- (7) Special orders (testimony limited to five minutes).
- (8) Mayor's comments and report.
- (9) Unfinished business (testimony limited to five minutes).
- (10) New business.
- (11) Discussion items (information and reports).
- (12) Written communication to the city council.
- (13) Council Members' comments.
- (14) City clerk's report.
- (15) City attorney's report.
- (16) Adjournment.

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

RESOLUTION NO. 4666

A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO APPLY FOR FUNDS FROM THE ALASKA HIGHWAY SAFETY OFFICE FOR THE FFY2016 DUI TRAFFIC ENFORCEMENT UNIT

WHEREAS, the City of Fairbanks has been notified by the Alaska Highway Safety Office that the City of Fairbanks is eligible to apply for funds that address specific traffic safety priority areas; and

WHEREAS, the City of Fairbanks has received funding for local law enforcement, particularly in the apprehension of DUI offenders; and

WHEREAS, the City of Fairbanks received positive citizen feedback regarding continued traffic enforcement, and this program accounted for 54% of all DUI arrests and generated \$102,039 in vehicle forfeiture revenue in 2014; and

WHEREAS, the City of Fairbanks plans to request \$137,755, and a required match of \$413,265 will be provided through in-kind personnel costs;

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

PASSED and APPROVED this 20th Day of April 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: 4666

Abbreviated Title: FFY16 ALASKA HIGHWAY SAFETY OFFICE TRAFFIC UNIT

Department(s): POLICE DEPARTMENT

Does the adoption of this ordinance or resolution authorize:

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

II. FINANCIAL DETAIL:

PROJECTS:	Equipment	Contracts	Personnel	Total
Personnel Wages & Benefits (Traffic Unit Officer - Grant)			\$137,755	\$137,755
Personnel Wages & Benefits (Traffic Unit Officer - Match)			\$137,755	\$137,755
Personnel Wages & Benefits (Traffic Unit Supervisor)			\$130,818	\$130,818
Personnel Wages & Benefits (Traffic Unit Lieutenant)			\$144,692	\$144,692
TOTAL	\$0	\$0	\$551,020	\$551,020

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
Alaska Highway Safety Grant (Federal Funds)			\$137,755	\$137,755
City of Fairbanks (General Funds Additional Match)			\$137,755	\$137,755
City of Fairbanks (General Funds In-Kind)			\$275,510	\$275,510
TOTAL	\$0	\$0	\$551,020	\$551,020

In order to meet the matching requirements, the City would have to retain an Officer for DUI Enforcement. If the City retains an Officer, the budget will need to increase by \$34,439 in 2015. This position will also be considered for funding in the 2016 budget.

Reviewed by Finance Department: Initial mb Date 4/14/2015

RESOLUTION NO. 4667

A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO ACCEPT FUNDS FROM THE ALASKA HIGHWAY SAFETY OFFICE FOR THE FFY2016 TRAFFIC SAFETY PROGRAMS

WHEREAS, the City of Fairbanks has been notified by the Alaska Highway Safety Office (AHSO) that the City of Fairbanks is eligible for funds to address specific traffic safety priority areas; and

WHEREAS, the City of Fairbanks has received supplemental funding from AHSO for local traffic enforcement; and

WHEREAS, the City of Fairbanks is eligible to receive \$24,000 to participate in High Visibility Enforcement activities to reduce accidents and injuries by impaired drivers by conducting seat belt and DUI enforcement, and no match is required; and

WHEREAS, the City of Fairbanks is eligible to receive \$10,000 to attend highway safety conferences and events, and no match is required;

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

PASSED and APPROVED this 20th Day of April 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: 4667

Abbreviated Title: FFY16 ALASKA HIGHWAY SAFETY OFFICE TRAFFIC PROGRAMS

Department(s): POLICE DEPARTMENT

Does the adoption of this ordinance or resolution authorize:

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

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

If yes, what is the estimate? 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
Personnel OT Wages & Benefits			\$24,000	\$24,000
Travel & Training Costs		\$10,000		\$10,000
TOTAL	\$0	\$10,000	\$24,000	\$34,000

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
Alaska Highway Safety Grant (Federal Funds)		\$10,000	\$24,000	\$34,000
TOTAL	\$0	\$10,000	\$24,000	\$34,000

The City does not anticipate additional costs associated with this project.

Reviewed by Finance Department:

Initial mb

Date 4/7/2015

RESOLUTION NO. 4668

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO ACCEPT FUNDS
FROM THE UNITED STATES DEPARTMENT OF JUSTICE FOR THE FFY2015
BULLETPROOF VEST PARTNERSHIP GRANT**

WHEREAS, the City of Fairbanks has been notified by the Bureau of Justice Assistance of the United States Department of Justice that the City of Fairbanks is eligible for funding for reimbursement of body armor purchases; and

WHEREAS, the City of Fairbanks has a policy that all Fairbanks Police Officers must wear ballistic vests; and

WHEREAS, the Bulletproof Vest Partnership grant provides 50% of the retail cost for the ballistic vests; and

WHEREAS, the City of Fairbanks is eligible to receive \$5,000 to supplement the purchase of vests for newly hired officers and to replace out-dated vests;

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

PASSED and APPROVED this 20th Day of April 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: 4668

Abbreviated Title: FFY15 BULLETPROOF VEST PARTNERSHIP GRANT

Department(s): POLICE DEPARTMENT

Does the adoption of this ordinance or resolution authorize:

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

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

If yes, what is the estimate? 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
Ballistic Vests	\$10,000			\$10,000
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL	\$10,000	\$0	\$0	\$10,000

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
United States Department of Justice (Federal Funds)	\$5,000			\$5,000
City of Fairbanks (General Fund)	\$5,000			\$5,000
				\$0
TOTAL	\$10,000	\$0	\$0	\$10,000

The City does not anticipate additional costs associated with this project.

Reviewed by Finance Department:

Initial mb

Date 4/8/2015

Introduced By: Mayor John Eberhart
Finance Committee Review: April 14, 2015
Introduced: April 20, 2015

RESOLUTION NO. 4669

A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO APPLY FOR FUNDS FROM THE ALASKA DIVISION OF HOMELAND SECURITY FOR THE FFY2015 STATE HOMELAND SECURITY PROGRAM

WHEREAS, the City of Fairbanks has been notified by the Alaska Division of Homeland Security and Emergency Management that the City of Fairbanks is eligible to apply for State Homeland Security Program (SHSP) funds to enhance resilience, to absorb disruptions, and to recover from incidents both manmade and natural; and

WHEREAS, the City of Fairbanks plans to use the funds to upgrade video security systems in City buildings (\$310,315), purchase video cameras for police vehicles (\$151,800), purchase portable radios for fire personnel (\$188,418), upgrade laptops for police personnel (\$302,500), replace key secure system at the fire department (\$31,980), and participate in the Alaska Shield 2016 Exercise/Training (\$84,355); and

WHEREAS, the City of Fairbanks plans to request \$1,069,368, and no match is required;

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

PASSED and APPROVED this 20th Day of April 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: 4669

Abbreviated Title: FFY15 HOMELAND SECURITY GRANT PROGRAM

Department(s): ALL CITY DEPARTMENTS

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 x No _____

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
Video Security Systems		\$438,515		\$438,515
Police Car Video Camera (23 units @ \$6,600)	\$151,800			\$151,800
Portable Radios (46 units @ \$5,183)	\$238,418			\$238,418
Laptops (55 units @ \$5,500)	\$302,500			\$302,500
Key Secure System (30 units)	\$39,980			\$39,980
Alaska Shield 2016 Exercise/Training		\$15,192	\$69,163	\$84,355
TOTAL	\$732,698	\$453,707	\$69,163	\$1,255,568

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
Alaska Department of Homeland Security (Federal Funds)	\$674,698	\$325,507	\$69,163	\$1,069,368
City of Fairbanks (Capital Funds)	\$58,000	\$128,200		\$186,200
TOTAL	\$732,698	\$453,707	\$69,163	\$1,255,568

The City of Fairbanks estimates the following maintenance costs: Video Security Systems (estimated increase of \$5,000 in annual maintenance cost); Police Car Video Camera (estimated increase of \$500 in annual maintenance cost); Portable Radios (decrease in repair costs due to removal of outdated equipment); Laptops (warranty acquired with initial purchase); Key Secure System (no change in annual maintenance costs); and Alaska Shield 2016 Exercise/Training (no maintenance costs).

Reviewed by Finance Department:

Initial mb

Date 4/14/2015

Introduced By: Mayor John Eberhart
Finance Committee Review: April 14, 2015
Introduced: April 20, 2015

RESOLUTION NO. 4670

A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO ACCEPT FUNDS FROM THE ALASKA DIVISION OF HOMELAND SECURITY FOR THE FFY2014 PRE-DISASTER MITIGATION COMPETITIVE GRANT PROGRAM

WHEREAS, the City of Fairbanks has been notified by the Alaska Division of Homeland Security and Emergency Management that the City of Fairbanks was awarded funds to replace the emergency backup generators at the Fairbanks Wastewater Treatment Plant; and

WHEREAS, the Wastewater Treatment Plant is owned by the City of Fairbanks and operated by Golden Heart Utilities as a lessee; and

WHEREAS, the Wastewater Treatment Plant serves the residents and businesses of the City of Fairbanks and outlying areas and an extended power loss of more than six hours may lead to widespread damage; and

WHEREAS, the City of Fairbanks was awarded \$1,023,750 in federal funds, and a required match of \$341,250 will be provided by Golden Heart Utilities;

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

PASSED and APPROVED this 20th Day of April 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: 4670

Abbreviated Title: FFY2014 PRE-DISASTER MITIGATION GRANT

Department(s): ENGINEERING DEPARTMENT

Does the adoption of this ordinance or resolution authorize:

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

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

If yes, what is the estimate? 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
Emergency Backup Generators	\$1,365,000			\$1,365,000
TOTAL	\$1,365,000	\$0	\$0	\$1,365,000

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
Alaska Department of Homeland Security (Federal Funds)	\$1,023,750			\$1,023,750
Golden Heart Utilities (Lessee)	\$341,250			\$341,250
TOTAL	\$1,365,000	\$0	\$0	\$1,365,000

The Emergency Backup Generators will be maintained by the lessee, Golden Heart Utilities.

Reviewed by Finance Department:

Initial mb

Date 4/14/2015

ORDINANCE NO. 5974

**AN ORDINANCE AMENDING THE 2015 OPERATING AND
CAPITAL BUDGETS FOR THE THIRD TIME**

WHEREAS, this ordinance incorporates the changes outlined on the attached fiscal note to amend the 2015 operating and capital budgets; and

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

SECTION 1. There is hereby appropriated to the 2015 General Fund and the Capital Fund budgets the following sources of revenue and expenditures in the amounts indicated to the departments named for the purpose of conducting the business of the City of Fairbanks, Alaska, for the fiscal year commencing January 1, 2015 and ending December 31, 2015 (see pages 2 and 3):

GENERAL FUND

REVENUE	Ordinance 5967	INCREASE (DECREASE)	AS AMENDED
Taxes, (all sources)	\$ 20,787,014	\$ -	\$ 20,787,014
Charges for Services	4,740,703	-	4,740,703
Intergovernmental Revenues	3,627,263	-	3,627,263
Licenses & Permits	1,965,194	-	1,965,194
Fines, Forfeitures & Penalties	962,605	-	962,605
Interest & Penalties	130,500	-	130,500
Rental & Lease Income	164,734	-	164,734
Other Revenues	224,500	-	224,500
Other Financing Sources	3,764,998	(107,897)	3,657,101
<hr/>			
Total revenue appropriation	\$ 36,367,511	\$ (107,897)	\$ 36,259,614
<hr/>			
EXPENDITURES			
Mayor and Council	\$ 602,561	\$ -	\$ 602,561
Office of the City Attorney	181,316	-	181,316
Office of the City Clerk	349,232	-	349,232
Finance Department	936,547	-	936,547
Information Technology	1,675,150	-	1,675,150
General Account	5,711,961	70,000	5,781,961
Risk Management	1,413,460	-	1,413,460
Police Department	7,323,835	(70,000)	7,253,835
Dispatch Center	2,022,870	-	2,022,870
Fire Department	6,551,262	147,870	6,699,132
Public Works Department	7,777,320	-	7,777,320
Engineering Department	694,845	-	694,845
Building Department	671,559	-	671,559
<hr/>			
Total expenditure appropriation	\$ 35,911,918	\$ 147,870	\$ 36,059,788
<hr/>			
12/31/14 general fund balance	\$ 11,369,516	\$ (9,271)	\$ 11,360,245
Increase (Decrease) to fund balance	664,771	(255,767)	409,004
Nonspendable	(473,423)	(1)	(473,424)
Committed for snow removal	(250,000)	-	(250,000)
Assigned PY encumbrances	(209,178)	-	(209,178)
Assigned self insurance	(793,207)	-	(793,207)
12/31/15 Unassigned balance	<u>\$ 10,308,479</u>	<u>\$ (265,039)</u>	<u>\$ 10,043,440</u>

Minimum unassigned fund balance requirement is 20% of budgeted annual expenditures but not less than \$4,000,000.

\$ 7,211,958

CAPITAL FUND

<u>REVENUE</u>	Ordinance 5967	INCREASE (DECREASE)	AS AMENDED
Transfer from Permanent Fund	\$ 541,254	-	\$ 541,254
Transfer from General Fund	490,034	-	490,034
Equip Replacement			
Public Works	250,000	-	250,000
Building	10,000	-	10,000
Police	240,000	-	240,000
Dispatch	140,000	-	140,000
Fire	391,500	-	391,500
IT	100,000	-	100,000
Property Repair & Replacement	145,000	-	145,000
	<u>\$2,307,788</u>	<u>\$ -</u>	<u>\$2,307,788</u>
 <u>EXPENDITURES</u>			
IT Department	\$ 204,751	\$ -	\$ 204,751
Police Department	311,385	-	311,385
Fire Department	523,265	-	523,265
Public Works Department	1,033,000	-	1,033,000
Property Repair & Replacement	916,485	-	916,485
Total appropriation	<u>\$2,988,886</u>	<u>-</u>	<u>2,988,886</u>
 12/31/14 capital fund balance	\$6,634,841	\$ -	\$6,634,841
Increase to fund balance	4,788	-	4,788
Assigned PY encumbrances	<u>(685,886)</u>	<u>-</u>	<u>(685,886)</u>
12/31/15 Assigned fund balance	<u>\$5,953,743</u>	<u>\$ -</u>	<u>\$5,953,743</u>

SECTION 2. All appropriations made by this ordinance lapse at the end of the fiscal year to the extent they have not been expended or contractually committed to the departments named for the purpose of conducting the business of said departments of the City of Fairbanks, Alaska, for the fiscal year commencing January 1, 2015 and ending December 31, 2015.

SECTION 3. The effective date of this ordinance shall be the ____ day of May 2015.

JOHN EBERHART, MAYOR

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

FISCAL NOTE

ORDINANCE 5974, AMENDING THE 2015 OPERATING AND CAPITAL BUDGETS FOR THE THIRD TIME

ESTIMATED REVENUES and OTHER FINANCING SOURCES (USES)

\$107,897 Decrease

1. Taxes – No Change
2. Charges for Services – No Change
3. Intergovernmental Revenues – No Change
4. Licenses & Permits – No Change
5. Fines, Forfeitures & Penalties – No Change
6. Interest & Penalties – No Change
7. Rental & Lease Income – No Change
8. Other Revenues – No Change
9. Other Financing Sources & (Uses) – \$107,897 Decrease
 - \$122,383 Decrease Transfer to Fairbanks Parking Garage
 - \$ 14,486 Increase to Transfer from Permanent Fund for actual authorization

FISCAL NOTE CONTINUED
ESTIMATED EXPENDITURES

\$147,870 INCREASE

1. Mayor & Council – No Change
2. City Attorney’s Office – No Change
3. City Clerk’s Office – No Change
4. Finance Department – No Change
5. Information Technology – No Change
6. General Account – \$70,000 Increase
 - \$70,000 Increase to Emergency Service Patrol – PSA funds
7. Risk Management – No Change
8. Police Department – \$70,000 Decrease
 - \$70,000 Decrease to outside contracts – PSA funds
9. Dispatch – No Change
10. Fire Department – \$147,870 Increase
 - \$58,777 Increase to Benefits – Arbitration retro January 1 – December 31, 2014
 - \$36,959 Increase to Benefits – Arbitration retro January 1 – May 31, 2015
 - \$52,134 Increase to Benefits – Arbitration adjust payroll health benefits to 80% - 20% June – December 2015
11. Public Works – No Change
12. Engineering – No Change
13. Building Department – No Change

FISCAL NOTE CONTINUED

Capital Fund

1. REVENUES

- No change

2. OTHER FINANCING SOURCES (USES)

- No Change

3. EXPENDITURES

- No Change

4. INTERNAL TRANSFERS

- No Change

Rec'd CAO 2/18/15

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FOURTH JUDICIAL DISTRICT

FAIRBANKS FIREFIGHTERS)
ASSOCIATION IAFF LOCAL 1324,)
)
Applicant,)
And)
)
CITY OF FAIRBANKS,)
)
Respondent.)

Case No.: 4FA-14-02608 CI

ORDER CONFIRMING ARBITRATION AWARD

Applicant Union's Application to Confirm Arbitration Award having come before this court, and this court having reviewed any response or opposition thereto, and the court being duly apprised,

IT IS HEREBY ORDERED that Arbitrator Latsch's Arbitration Award of July 11, 2014 (i.e. Exhibit 2 to Applicant Union's Application) is hereby CONFIRMED ~~AND~~

~~ORDERED.~~

DATED this 14th day of February, 2014.

By Paul R. [Signature]
Superior Court Judge

Certificate of Service
This is to certify that on the 15th day of September, 2014, a copy of the foregoing is being faxed/ hand-delivered & mailed via first class mail fully prepaid to the following:
Paul Ewers, City Attorney; City of Fairbanks;
City Hall - 3rd and Cushman
Fairbanks, Alaska 99701
Margaret DeSaunier
for Cook Schuhmann & Groseclose

* For the reasons stated in the Decision Confirming Arbitrator's Award of [Date]

LOGGED
SEP 15 2014

COOK SCHUHMANN
GROSECLOSE, INC.
1000 NORTH AVENUE, SUITE 200
FAIRBANKS, ALASKA 99701-0810
(907) 452-1855
FACSIMILE
(907) 452-8154

FILED
() U.S. Postal Service
() Other
HAND DELIVERY
(X) Counter Del. Groseclose
(X) Pick Up Site Ewers
() Fax
Date: 3/5 2/17/15

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FOURTH JUDICIAL DISTRICT AT FAIRBANKS

FAIRBANKS FIREFIGHTERS
ASSOCIATION IAFF LOCAL 1324,

Plaintiff,

vs.

CITY OF FAIRBANKS,

Defendant

Case No. 4FA-14-2608 CI

DECISION CONFIRMING ARBITRATOR'S AWARD

I. Introduction

The union and city's collective bargaining relationship is governed by the Public Employment Relations Act (PERA).¹ The union representing Fairbanks firefighters seeks confirmation under the Revised Uniform Arbitration Act of a binding arbitration award concerning the sharing of health insurance costs between the city and union members.² The city opposes arguing that the confirmation provision of RUAA (RUAA § 490) does not apply.

The court concludes that the legislature contemplated the confirmation of arbitral awards governed by PERA § 200(b) when it amended PERA in 2004. Therefore, the arbitrator's award is confirmed. In the alternative, the court finds that confirmation is available under the common law. Confirmation is, however, subject to PERA § 215(a), which prohibits implementation of the arbitrator's award unless the City Council first appropriates the money necessary to fund the arbitrator's cost sharing decision.

¹ The acronym "PERA" will be used throughout this decision. PERA is codified to AS 23.40.070—AS 23.40.260.

² "RUAA" will be used throughout this decision to refer to the Revised Uniform Arbitration Act codified to AS 09.43.300—AS 09.43.595. "UAA" refers to the Uniform Arbitration Act codified to AS 09.43.010—AS 09.43.180.

II. Facts

The facts are undisputed. Collective bargaining between the city and the union is governed by PERA. The firefighters are Class I public employees under PERA § 200(a)(1). The city and union entered into a collective bargaining agreement in May 2012.³ The agreement covers three years, May 1, 2012 to April 30, 2015. Section 5.6B of the agreement addresses employer-employee sharing of health care plan costs. The city is required to pay \$1,000 per member per month with union members paying any excess through payroll deduction. The city's share of the cost increases in August 2012 to \$1,040 per month per member with the members paying the excess. Section 5.6 contains a re-opener in January 2014, requiring the parties to negotiate how health care plan costs will be shared for the remainder of the contract term.

Section 1.5 of the collective bargaining agreement provides that, in the event of an impasse in negotiations, the parties will engage in "mediation and/or binding arbitration under applicable state law." PERA § 200(b) also mandates arbitration for Class I employees following impasse or deadlock and unsuccessful mediation. The parties reached impasse on the health plan cost sharing, engaged in unsuccessful mediation, and went to binding arbitration in March 2014. In July 2014, the arbitrator issued a decision requiring the city to pay 80 percent of health care plan costs and requiring union members to pay 20 percent.⁴

In September 2014, the union filed a complaint seeking confirmation of the award and filed a summary judgment motion seeking confirmation. As stated above, the city opposes

³ A copy of the collective bargaining agreement is attached as Exhibit 1 to the union's complaint.

⁴ The arbitrator's decision is attached as Exhibit 2 to the union's complaint.

confirmation on the basis that the confirmation section of RUAA, AS 09.43.490, does not apply to PERA-regulated collective bargaining agreements.⁵

III. Legal Standards Applicable

The underlying dispute in this case concerns statutory interpretation, which is a question of law. *State Div. of Workers' Compensation v. Titan Enterprises, LLC*, 338 P.3d 316, 324 (Alaska 2014) (citation omitted).

In matters of statutory interpretation, [the court] must give effect to the intent of the legislature, with due regard to the meaning that the statutory language conveys to others. If a statute is unambiguous and expresses the legislature's intent, [the court] will not modify or extend it by judicial construction. However, in cases where the plain language of the statute permits more than one plausible interpretation, [the court will] apply a sliding scale: The plainer the language, the more convincing contrary legislative history must be. Thus, the inquiry begins with the text of the statute, buttressing the text with legislative history if necessary.

Young v. Embley, 143 P.3d 936, 944 (Alaska 2006) (citations and inner quotation and editing marks omitted).

This dispute also involves an issue of contract interpretation. Contract interpretation is generally an issue of law. *ConocoPhillips Alaska, Inc. v. Williams Alaska Petroleum, Inc.* 322 P.3d 115, 122 (Alaska 2014) (citations omitted). "Interpretation becomes a task for the trier of fact when the parties present extrinsic evidence to clarify a contract's meaning, when this evidence points towards conflicting interpretations of the contract, and when the contract itself is reasonably susceptible of either meaning." *Zamarello v. Reges*, 321 P.3d 387, 394 (Alaska 2014) (citations and inner quotation and editing marks omitted). "The goal of contract

⁵ At oral argument, the parties advised the court for the first time that the council declined to fund the arbitrator's award in November 2014. The issue of mootness based on the council's action was discussed. However, because mootness could have been, but was not, addressed in the briefing, and was first raised and discussed at oral argument—and because neither party has requested further briefing—the issue is waived.

interpretation is to give effect to the parties' reasonable expectations". *Id.* at 393 (citation omitted).

The parties raise no issue concerning extrinsic evidence about what the parties intended the language of their collective bargaining agreement to mean. There are no disputed issues of fact. "Summary judgment is proper if there is no genuine issue of material fact in dispute and the moving party is entitled to judgment as a matter of law." *West v. Board of Game*, 248 P.3d 689, 694 (Alaska 2010) (citation omitted). Therefore, summary judgment is appropriate here.

IV. Legal Analysis and Discussion

Resolution of this dispute requires examination of the parties' collective bargaining agreement and the intersection between PERA § 200(b) and RUAA § 480. The analysis begins with the collective bargaining agreement.

A. The Collective Bargaining Agreement Did Not Incorporate RUAA

The union argues that section 1.5 of the collective bargaining agreement incorporates all of RUAA into the contract, including the confirmation provision, RUAA § 490. Section 1.5 of the agreement provides: "If an impasse or deadlock is reached in collective bargaining, both parties agree to participate in mediation and/or binding arbitration according to applicable State law." The issue is whether RUAA is "*applicable State law*". To see if RUAA is applicable, PERA must first be examined.

Under PERA, firefighters are Class I public employees unauthorized to strike. Under PERA § 200(b),

[i]f an impasse or deadlock is reached in collective bargaining between a public employer and employees in [Class I], and mediation has been utilized without resolving the deadlock, the parties shall submit to arbitration to be carried out under . . . AS 09.43.480 to the extent permitted by . . . AS 09.43.300.

AS 09.43.480 is the remedies section of RUAA and AS 09.43.300 is the applicability section of RUAA. The question that arises under PERA § 200(b) then is whether, by these references to RUAA, the legislature intended to incorporate all provisions of RUAA into PERA § 200(b).

AS 09.40.300 (RUAA § 300) is examined first because it is the applicability provision of RUAA. RUAA applies to all arbitration agreements entered into after January 1, 2005 and any pre-2005 arbitration proceeding where the parties agree to apply it. RUAA §§ 300(a) and 300(b). RUAA § 300(c) exempts from RUAA any labor-management contract unless RUAA is expressly made part of the contract. And RUAA § 300(d) exempts from RUAA collective bargaining agreements subject to PERA, “except as provided by AS 23.40.070 — 23.40.260 [i.e., except as provided by PERA].”

Therefore, RUAA § 300(d) *excludes* PERA collective bargaining agreements from RUAA’s application, unless (and only to the extent that) PERA makes RUAA applicable. RUAA § 300(d) does, however, direct the reader to PERA to see if PERA incorporates RUAA into collective bargaining agreements to any degree.

There are two relevant sections of PERA that mention RUAA—PERA § 200(b) and PERA § 200(f).⁶ PERA § 200(b) (quoted above) incorporates by reference one section of RUAA—RUAA § 480. Does incorporating one section of an Act evidence a legislative intent to incorporate the entire Act? The Alaska Supreme Court answered this question in *State v. Public Safety Employees Ass’n*, 798 P.2d 1281 (Alaska 1990) (*PSEA*).

In *PSEA*, the court construed PERA § 200(b) as it was enacted before its amendment in 2004. Before 2004, PERA § 200(b) incorporated by reference one section of the Uniform Arbitration Act, AS 09.43.030. The court held: “[W]hile it is arguable that this reference

⁶ PERA § 200(c) mentions RUAA but PERA § 200(c) applies only to Class II employees and, therefore, does not apply to the collective bargaining agreement at issue in this case.

implicates all of the UAA, we believe that the legislature would have specifically indicated an intention to make the whole UAA applicable in arbitrations conducted under PERA if it had so intended.” *Id.* at 1284-85 (footnote omitted).⁷

PSEA controls the analysis here. When PERA § 200(b) was amended in 2004, the legislature incorporated only RUAA § 480 into PERA § 200(b). *PSEA* compels the conclusion that the legislature did not intend to incorporate all provisions of the RUAA into PERA § 200(b) by incorporating only RUAA § 480. This conclusion leaves PERA § 200(f) to be considered.

PERA § 200(f) provides, in relevant part:

The parties to a collective bargaining agreement may provide in the agreement a contract for arbitration to be conducted solely according to . . . AS 09.43.300 — 09.43.180 (Revised Uniform Arbitration Act) to the extent permitted by . . . AS 09.43.300 if . . . [the] *Act is incorporated* into the agreement or contract by reference.

(Emphasis added). The Alaska Supreme Court addressed this statute briefly (in dicta) in *State v. Alaska State Employees Ass’n, AFSCME, AFL—CIO*, 190 P.3d 720 (Alaska 2008). The court observed that, in order to apply RUAA to a PERA collective bargaining agreement, “the CBA must incorporate . . . the act[] into the agreement ‘by reference.’” *Id.* at 724 n. 22. This observation denotes a literal reading of the portion of the statute italicized above. If the parties wish to arbitrate under the provisions of the RUAA, they must expressly incorporate the RUAA by reference into their collective bargaining agreement.

Section 1.5 of the collective bargaining agreement does not incorporate the “Act” into the agreement. It merely states that the parties will engage in “binding arbitration according to

⁷ In the omitted footnote, the court observed that, by failing to incorporate the UAA in its entirety, the legislature failed to set a statute of limitations on challenges to an arbitrator’s award, thus undermining the goal of providing finality to employers and employees concerning arbitral awards. Because there is no common law statute of limitations on challenges to arbitral awards, the court has repeatedly asked for legislation to address this issue, but, so far, the legislature has not set a statute of limitations for challenging PERA-regulated arbitrations. See *PSEA*, 798 P.2d at 1285, n. 7; *International Brotherhood of Electrical Workers, Local Union 1547 v. City of Ketchikan*, 805 P.2d 340, 342 n. 5 (Alaska 1991); *Patterson v. State, Dep’t of Agriculture*, 880 P.2d 1038, 1045 (Alaska 1994).

applicable State law.” The RUAA is not “*applicable* State law” unless the parties expressly make it applicable by bargaining for its inclusion in their collective bargaining agreement and *expressly* incorporating RUAA by name or statutory reference into the agreement itself. The union and city did not expressly incorporate the RUAA into their May 2012 collective bargaining agreement and neither party has presented extrinsic evidence indicating that it was the parties’ actual intent to do so at the time the collective bargaining agreement was signed. The court is compelled to conclude that RUAA is not a part of the parties’ 2012 collective bargaining agreement.

Therefore, the court concludes that, under section 1.5 of the collective bargaining agreement, “applicable state law” means only PERA § 200(b) and RUAA § 480. This conclusion does not end the legal analysis, however, because RUAA § 480 mentions confirmation in the second sentence of RUAA § 480(c). The impact of RUAA § 480(c) is examined next.

B. Arbitration Awards under PERA § 200(b) are Subject to Court Confirmation

PERA § 200(b) does not expressly call for the confirmation of an arbitrator’s award. But, as stated above, the legislature incorporated RUAA § 480 into PERA § 200(b) as follows: “[T]he parties shall submit to arbitration to be carried out under . . . [RUAA §] 480.” Therefore, whether PERA arbitration awards are subject to confirmation turns on the proper interpretation of RUAA § 480(c), which, as explained above, mentions confirmation.

In interpreting RUAA § 480(c), it is important to keep in mind the legislature’s purpose for requiring compulsory arbitration for Class I public employees like the firefighters. In *Alaska Public Employees Ass’n. v. City of Fairbanks*, 753 P.2d 725 (Alaska 1988), the supreme court recognized “the statutory right to compulsory binding arbitration” under PERA § 200(b) is the

“*quid pro quo*” for the loss of Class I employees’ right to strike. *Id.* at 727. Flowing fairly from this observation is the conclusion that the legislature intended compulsory binding arbitration to mean something—it was not intended by the legislature to be a hollow gesture or meaningless exercise.

In *PSEA*, the supreme court observed: “Many states have statutes providing that impasses in public employee collective bargaining may be resolved by arbitration. The Alaska statute is somewhat unusual in not clearly specifying procedures for the arbitration.” *PSEA*, 798 P.2d at 1284. Thus, the Alaska Supreme Court recognized that PERA does not set out mandatory arbitration *procedures*. Indeed, both before and after the 2004 amendments to PERA, the only procedures mandated in PERA § 200(b) are those incorporated into that statute by UAA § 030, which addresses the procedure for appointing arbitrators, but not the procedures related to how the arbitration will be conducted or confirmed. The parties agree that UAA § 030 does not apply to this case.

The only other arbitration provisions mandated by PERA § 200(b) are the terms of RUAA § 480. PERA § 200(b) provides that, following impasse and unsuccessful mediation, “the parties shall submit to arbitration to be *carried out under* . . . [RUAA §] 480.” (Emphasis added). RUAA § 480, in turn, sets out the *remedies* available in arbitration proceedings: RUAA §§ 480(a) and 480(b) authorize awards of punitive damages and attorney’s fees when otherwise available under state law; RUAA § 480(c) provides, in relevant part:

As to all [other] remedies[,] . . . an arbitrator may order the remedies the arbitrator considers just and appropriate under the circumstances of the arbitration proceeding. The fact that the remedy could not or would not be granted by the court is not a ground for *refusing to confirm* an award under [RUAA §] 490 or for *vacating* an award under [RUAA §] 500.

(Emphasis added). If the court cannot refuse to confirm an arbitrator's award on the ground that the court would not grant the same relief, *a fortiori*, RUAA § 480(c) contemplates that the remedies awarded by an arbitrator *will* be presented to the court for confirmation.⁸

The city argues that the reference in PERA § 200(b) to RUAA § 480 must be a drafting error; the legislature must have intended to refer to either RUAA § 420 (the arbitration procedures), or RUAA § 380 (the arbitrator appointment procedures).⁹ The city concedes that it has no legislative history or other evidence to support this theory. But, even if PERA § 200(b) mistakenly refers to RUAA § 480 rather than RUAA § 380, the court is without authority to correct it. *Alaskans for a Common Language v. Kritz*, 170 P.3d 183, 192 (Alaska 2007) (The "separation of powers . . . prohibits this court from . . . correcting defective statutes." (citations and inner quotation marks omitted)); 73 Am.Jur.2d *Statutes* § 121 (2010) ("Generally, courts will not undertake correction of legislative mistakes in statutes notwithstanding the fact that the court may be convinced by extraneous circumstances that the legislature intended to enact something very different from that which it did enact." (Citations omitted)).

But, it is not clear that the incorporation of RUAA § 480 into PERA § 200(b) is a drafting error. PERA § 200(b) does not state that arbitrations "must be conducted in accordance with the procedures set out in AS 09.43.480": Rather, it requires arbitrations to "be carried out under . . . [RUAA §] 480." The phrase "carried out under" is broad enough to encompass procedural and remedial provisions of a statute.

⁸ The same logic applies to actions filed by employers to vacate an arbitral award. RUAA 480(c)'s limit on the court's authority to deny confirmation or vacate an award is not an issue in this case and need not be addressed. The important point is that RUAA § 480(c) contemplates that arbitral awards will be presented to the court for confirmation.

⁹ The city's RUAA § 380 argument was advanced for the first time at oral argument. The city points out that RUAA § 380 is the provision in RUAA that parallels UAA § 030, also incorporated into PERA § 200(b).

Since the phrase “carried out under” is broad enough to encompass procedural *and* remedial provisions of a statute, the incorporation of RUAA § 480 into PERA § 200(b) does not create a nonsensical statute. “[T]here is a presumption that the legislature intended every word, sentence, or provision of a statute to have some purpose, force and effect, and that no words or provisions are superfluous.” *Rydwell v. Anchorage School District*, 864 P.2d 531, 530-31 (Alaska 1993) (citation omitted). Because RUAA § 480 and the 2004 amendment to PERA § 200(b) deal with the same topic, and were enacted together in the same legislation, the statutes are *in pari material*; they must, therefore, be construed together, and harmonized if possible. *Borg-Warner Corp v. AVCO Corp.*, 850 P.2d 628, 633-34 (Alaska 1993); *Morton v. Hammond*, 604 P.2d 1, 3 n. 5 (Alaska 1979); *Hafling v. Inland Boatmen's Union of the Pacific*, 585 P.2d 870, 878 (Alaska 1978) (applying this principle to PERA and AS 23.40.040). And “[a] statute may adopt all or a part of another statute by a specific reference, and the effect is the same as if the statute or part thereof adopted had been written into the adopting statute.” 73 Am.Jur.2d § 15 (2015) (citations omitted).

When construed under these interpretive principles—and keeping in mind the legislative purpose for compulsory arbitration—PERA § 200(b) is fairly read as providing for an arbitration where the potential remedies set out in RUAA § 480 are available for award *and* where court confirmation or disapproval of an award may be ordered. An interpretation that incorporated into PERA § 200(b) only the remedies available under RUAA § 480, but not the contemplated court confirmation or disapproval of those remedies, would read the second sentence of RUAA § 480(c) out of the statute and, thereby, out of PERA § 200(b). But, the city points to nothing in the language of PERA or the legislative history of the 2004 amendments to PERA that supports only a partial incorporation of RUAA § 480 into PERA § 200(b). If the legislature had intended

only a partial incorporation of RUAA § 480 into PERA § 200(b), one would have expected the legislature to expressly so state.

The court, therefore, concludes that PERA § 200(b) requires a compulsory arbitration proceeding where the remedies listed in RUAA § 480 will be available to all parties and where court confirmation or disapproval of the award, as appropriate, will also be available.

The city raises two concerns with this conclusion. First, the city asserts that, if confirmed, the union will seek entry of a judgment under RUAA § 520 requiring the city to appropriate funds to implement the arbitrator's 80/20 health plan cost sharing award. The union's reply brief eschews that motivation and acknowledges that the arbitrator's award is subject to PERA § 215(a). "The legislative appropriation requirement of [PERA] § 215(a) applies to arbitration awards under [PERA] § 200(b). . . . [A]nd nothing indicates an intent to make § 215(a) inapplicable to municipalities." *Fairbanks Police Dep't Chapter, Alaska Public Employees Ass'n. v. City of Fairbanks*, 920 P.2d 273, 275 (Alaska 1996) (citation omitted). Indeed, in *Fairbanks Police*, the court found a "clear legal requirement that no arbitration awards are final until they are legislatively approved." *Id.* at 276. Thus, the rule that the monetary terms of an arbitrator's award are subject to council appropriation under PERA § 215(a) before they can go into effect is well-settled. There is no dispute here that the arbitrator's cost sharing formula is a "monetary term of the agreement" subject to PERA § 215(a).¹⁰ Therefore, as a matter of law, confirmation of the arbitral award in this case will not require the city to implement the award.

Second, at oral argument, the city expressed concern that incorporating RUAA §§ 490 and 500 into RUAA § 480 would lead to further incorporation into § 480 of the RUAA sections

¹⁰ See AS 23.40.250(4)(C) (defining "monetary terms of an agreement" to include "health insurance benefits, whether or not an appropriation is required for implementation.").

mentioned §§ 490 and 500. This conclusion does not necessarily follow from the court's interpretation of § 480. The legislature incorporated RUAA § 480 into PERA § 200(b). Because RUAA § 480 contemplates confirmation or disapproval of an arbitrator's award, courts must honor that legislative intent and provide for confirmation or disapproval of an arbitrator's award issued under PERA § 200(b). Honoring that intent does not necessarily require incorporation of additional sections of RUAA into RUAA § 480 or PERA § 200(b).¹¹ Moreover, the city has not raised any issue related to other sections of RUAA other than its concern (addressed above) that a judgment requiring funding of an award would enter.

The court concludes that confirmation of arbitral awards is contemplated in RUAA § 480 and that, by incorporating all of RUAA § 480 into PERA § 200(b), the legislature likewise contemplated that PERA arbitral awards would be subject to court confirmation. In addition, by operation of law, PERA § 200(b) arbitral awards are subject to PERA § 215(a): PERA arbitral awards are not effective unless they are first funded by the relevant legislative body.

C. If Confirmation is Not Available under PERA § 200(b) and RUAA § 480, it is Available at Common Law

If the city is correct that confirmation is not available under PERA or RUAA, then the common law would apply and would authorize the court to consider confirmation of the arbitral award in the form of an action to enforce the collective bargaining agreement.

AS 01.10.010 provides: "So much of the common law not inconsistent with the Constitution of the State of Alaska or the Constitution of the United States or with any law passed by the legislature of the State of Alaska is the rule of decision in this state." Thus, if, as the city argues, PERA § 200(b) and RUAA § 480 do not provide for confirmation of an arbitral award, the common law applicable to arbitration contracts would provide "the rule of decision".

¹¹ No opinion is expressed on this issue because it is not before the court.

The conclusion that the common law provides for court confirmation where PERA does not address confirmation is supported by the decision in *Alaska State Employees Ass'n*, 190 P.3d at 724. *ASEA* involved a suit brought to confirm an arbitrator's award on a grievance governed by a PERA-regulated collective bargaining agreement. The court found that the arbitrator's decision was not reviewable under any court rule, the UAA, or the RUAA. *Id.* The court observed that PERA "is silent on the subject of judicial review of arbitration awards." *Id.* In the absence of any applicable court rule or statute permitting judicial confirmation of the arbitral award, the court applied the common law, observing that:

There are numerous authorities that hold that in the absence of statute a suit to confirm an arbitrator's award where arbitration has been contracted for is a suit to enforce a contract. At common law, an arbitration award is not self-enforcing. An action at law such as a contract action is an appropriate vehicle for enforcing the award. *ASEA's* action to enforce the arbitrator's award in this case fits comfortably within these authorities.

Id. at 724-25 (Citations and quotation marks omitted). One of the "numerous authorities" the court relied upon concluded: "The award having been rendered, the parties are bound by their contract to abide by it; hence, the award partakes of the nature of a contract. . . . The enforcement of awards at common law, then . . . is governed by common law rules of contract and procedure." *Id.* at 725 n. 24 (quoting Dorothy Dowell, *Judicial Enforcement of Arbitration Awards in Labor Disputes*, 3 Rutgers L.Rev. 65, 70-71 (1949)).

The court in *ASEA* held that, in the absence of any statute providing for judicial review or expressly addressing confirmation of the arbitral award, the common law provided for judicial confirmation by way of a suit to enforce the parties' contract. That PERA required arbitration did not preclude the filing of a common law contract enforcement action.

At oral argument, the city argued that there is “no common law path”¹² available to confirm this award because, “the monetary terms of a collective bargaining agreement are not *effective* until the funds are appropriated by the legislature.” *Public Safety Employees Ass’n, Local 92 v. State*, 895 P.2d 980, 986 (Alaska 1995) (quoting *Public Employees’ Local 71 v. State*, 775 P.2d 1062, 1064 (Alaska 1989) (Emphasis added)). The city council has declined to fund the monetary terms of the arbitration award at issue in this case. Therefore, the city reasons that, because the arbitration award is not effective under PERA, it cannot be confirmed.

The city cites no authority suggesting that an arbitrator’s award cannot be confirmed until a public employer funds the award and makes it effective. Indeed, in *Fairbanks Police*, the supreme court observed that “legislative funding [is] the last step in the collective bargaining process”. *Fairbanks Police*, 920 P.2d at 276. If legislative funding is the last step in the process, logic dictates that confirmation, if sought, must precede funding.

As applied to PERA-regulated collective bargaining agreements, confirmation of an award is divorced from funding of the award, which is left to the discretion of the legislative body regardless of confirmation. Confirmation has, however, a useful purpose even if funding is declined. Confirmation establishes that an award was within the scope of issues subject to arbitration, made in a properly conducted proceeding by an unbiased arbitrator, without fraud or misconduct prejudicing the rights of parties, and without error under the appropriate standard of review. The city conceded at oral argument that confirmation would put to rest these issues, which could otherwise be raised at any time in future negotiations or litigation, because there is no statute of limitations for challenging a PERA-regulated arbitral award. And the city conceded that it would have no reason to oppose confirmation on these bases.

¹² Feb. 9, 2015 oral argument audio at 3:16:00 – 3:18:00 p.m.

BEFORE THE ARBITRATOR

In the matter of the Interest Arbitration
between:

CITY OF FAIRBANKS

and

FAIRBANKS FIREFIGHTERS UNION

ARBITRATION AWARD

FMCS No. 13-59010-8

Paul J. Ewers, City Attorney, appeared on behalf of the Employer.

Cook, Schuhmann and Groseclose by **Robert B. Groseclose**, Attorney at Law, appeared on behalf of the Union.

The City of Fairbanks (Employer) and the Fairbanks Firefighters Union (Union) selected the undersigned Arbitrator to determine a dispute arising from terms of a collective bargaining agreement in effect from May 1, 2012 through April 30, 2015. The collective bargaining agreement specified that the contract would be reopened on January 1, 2014 to negotiate changes in health insurance. The agreement was reopened, but the parties were unable to finalize new health care terms. Accordingly, the dispute was submitted to arbitration for resolution. A hearing was conducted in Fairbanks, Alaska on March 11 and 12, 2014. During the course of the hearing, both parties presented testimony and exhibits and had the opportunity to examine and cross-examine witnesses. The parties submitted closing briefs on April 18, 2014.

FACTUAL BACKGROUND

The City of Fairbanks is located in the Fairbanks North Star Borough, approximately 350 miles north of Anchorage, Alaska. Operating through a "Council-Mayor" form of government, policy and legislative authority is reserved to the City Council. The City

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Council is composed of six elected Commissioners and the elected Mayor. At the time of hearing, the city and its surrounding area had a population of approximately 100,000.

The City Council adopts a general fund and a capital fund budget annually. The Council must ensure that the general budget is balanced, where current revenues cover current expenses. The Council's budget work is constrained by several tax limitations that inhibit the amount of revenue that can be raised. A "tax cap" specifies that the amount of municipal taxes that can be levied during a particular fiscal year may not exceed the total amount approved by the City Council for the preceding year by more than a fixed percentage. The percentage amount is determined by the percentage increase in the federal Consumer Price Index for Anchorage from the preceding fiscal year. In addition, property tax revenues are limited to a maximum of 4.9 mills.

The City of Fairbanks employs approximately 200 full-time employees. The Employer has collective bargaining relationships with four bargaining units:

- Fairbanks Firefighters Union (FFU)
- Public Safety Employees Association (PSEA) (police department and emergency communications employees),
- International Brotherhood of Electrical Workers (IBEW) (administrative and supervisory employees) and
- AFL-CIO Crafts Council (several trade unions covered by a single collective bargaining agreement).

The Employer's workforce has been reduced, and that reduction has a direct bearing on the instant dispute. In 1997, the City of Fairbanks sold its local public utility, the Fairbanks Municipal Utilities System. The sale, which had to be approved by a city-wide vote, meant that the City of Fairbanks would no longer receive revenue from electrical, water, sewer, telephone, steam and hot water heat services. With the citizens' approval, the utility was sold, and the Employer's workforce was reduced accordingly.

Prior to the utility sale, the City of Fairbanks was self-insured for health insurance. After the sale, the Employer's "pool" of eligible employees for insurance purposes was reduced to the point that it no longer made economic sense to maintain a self-insured position. The Employer then negotiated with its various collective bargaining units to have their members join other insurance plans. At the time of hearing, a number of city employees were covered by the IBEW and AFL-CIO insurance plans. In addition, police department and emergency communications employees were covered by the PSEA Healthcare Trust insurance plan, and Fairbanks firefighters participated in the Northwest Fire Fighters Trust healthcare insurance plan. It must be noted, that the firefighters had been covered under the PSEA health insurance plan until 2012, when the PSEA union exercised its option to drop the firefighters from coverage under the PSEA plan. The Fairbanks firefighters then looked for other insurance plans to provide health care coverage, finally deciding on the Northwest Fire Fighters Trust.

The Employer is subject to the provisions of AS 23.40.070 *et seq.*, the Public Employment Relations Act (PERA). The statute specifies that an impasse in negotiations between an employer and "fire protection employees" must be submitted to arbitration. Arbitration proceedings are to be carried out under terms of AS 09.43.030 or 09.43.480, to the extent allowed by AS 09.43.010 and 09.43.300. The arbitration process is set forth in AS 09.43.420 in the following terms:

- (a) An arbitrator may conduct an arbitration in the manner the arbitrator considers appropriate for a fair and expeditious disposition of the proceeding. The authority conferred upon the arbitrator includes the power to hold conferences with the parties to the arbitration proceeding before the hearing and, among other matters, determine the admissibility, relevance, materiality, and weight of any evidence.
- (b) An arbitrator may decide a request for summary disposition of a claim or particular issue
 - (1) if all interested parties agree; or

(2) on request of one party to the arbitration proceeding if that party gives notice to all other parties to the proceeding and the other parties have reasonable opportunity to respond.

- (c) In an arbitrator orders a hearing, the arbitrator shall set a time and place and give notice of the hearing not less than five days before the hearing begins. Unless a party to the arbitration proceeding makes an objection to lack or insufficiency of notice not later than the beginning of the hearing, the party's appearance at the hearing waives the objection. On request of a party to the arbitration proceeding and for good cause shown, or on the arbitrator's own initiative, the arbitrator may adjourn the hearing from time to time as necessary but may not postpone the hearing to a time later than that fixed by the agreement to arbitrate for making the award unless the parties to the arbitration proceeding consent to a later date. The arbitrator may hear and decide the controversy on the evidence produced although a party who was notified of the arbitration proceeding did not appear. The court, on request, may direct the arbitrator to conduct the hearing promptly and render a timely decision.
- (d) At a hearing under (c) of this section, a party to the arbitration proceeding has a right to be heard, to present evidence material to the controversy, and to cross-examine witnesses appearing at hearing.
- (e) If an arbitrator ceases acting or is unable to act during the arbitration proceeding, a replacement arbitrator shall be appointed under AS 09.43.380 to continue the proceeding and to resolve the controversy.

In this case, the parties negotiated a collective bargaining agreement effective from May 1, 2012 through April 30, 2015. As part of that agreement, the parties included a contract re-opener to negotiate concerning health insurance effective January 1, 2014 through the remainder of the collective bargaining agreement's term. The parties were unable to reach agreement on the insurance issue, and the dispute was referred to arbitration for resolution.

THE HEALTH INSURANCE ISSUE

There is no dispute that the parties agree that medical insurance must be provided to bargaining unit employees. The question is how much the Employer and bargaining unit employees must pay for that insurance. As the Employer noted in its closing brief, the parties have a very different view of the situation. The Union asked to compare health insurance premium rates with certain other cities in Alaska and in Washington State. The Employer argued that such a comparison is not relevant to this dispute, and that the primary comparison must be with other city employee groups. It is appropriate to examine both lines of argument to determine the proper approach for resolving this dispute.

The Union's Argument

The Union analyzed the health insurance issue in light of its need to find a new insurance plan. As noted above, firefighters were traditionally covered by the PSEA health insurance policy, but the PSEA exercised its right to drop the firefighters from coverage in 2012. The Union and the Employer signed a letter of agreement in December 2012, recognizing that the firefighters were moving to the Northwest Fire Fighters Trust (NWFFT). By moving to the NWFFT, the firefighters' monthly insurance premium was reduced by \$250 to \$350 dollars per month. According to the Union's analysis, the NWFFT health plan cost \$1,443 a month, with the Employer paying \$1040 for the insurance plan. The bargaining unit employees were responsible for the difference of \$443. The Union contended that this "split" in payments meant that the Employer paid approximately 70% of the insurance premium cost and the Union employees paid approximately 30% of the premium cost.

The Union argued that the cost for medical coverage in Fairbanks, Alaska is very high, and is as much as 44% ahead of other cities of similar size. The Union noted that health care costs were still rising, with little evidence of any moderation in costs. The Union further argued that bargaining unit members have additional health care costs related to high deductibles and co-pays. At the time of hearing, each bargaining unit member had a \$1,500 annual deductible along with a 20% co-pay on medical services received.

While acknowledging that Fairbanks is in a unique position, the Union argued that it found comparable jurisdictions in Alaska and Washington State that support its contention regarding an appropriate level of insurance contribution. The Union contended that the information gained from its set of comparables showed that the Employer did not meet its obligation to provide health insurance at reasonable rates for bargaining unit employees.

Finally, the Union maintained that the Employer's attempts to focus its economic analysis on purely internal comparisons should be discounted. The Union reminded the Employer that it can only bargain for its members, and that each of the Employer's other bargaining units must be responsible for their own health insurance coverages and payments. The Union argued that each bargaining unit had its own unique set of needs and must be treated individually. If one bargaining unit wanted a higher deductible, with money to be used for other wage related improvements, it would be unfair to impose the same constraints on the other bargaining units which may have very different needs for insurance coverage. The Union concluded by arguing that the Arbitrator should award a medical premium of at least 80% employer contribution and 20% employee contribution.

The Employer's Argument

The Employer argued that it was paying an appropriate amount for medical insurance premiums, and that the amount of its contribution should not be increased. The Employer acknowledged that the Union's NWFFT plan saved money over the amount paid under the PSEA plan, but contended that those savings should not automatically lead to an increase in premium payments now.

The Employer maintained that the Union did not set forth the entire amount of money paid by the City of Fairbanks each month for bargaining unit members. In addition to the \$1040 monthly premium amount, the Employer also paid another \$100 a month into a Medical Expense Reimbursement Plan associated with the health insurance coverage. According to the Employer's calculations, bargaining unit employees paid \$302.44 per month for their

portion of the insurance premium. Following the Employer's reasoning and calculations, the City of Fairbanks provided 79% of medical insurance premium costs while bargaining unit members were responsible for 21% of premium costs.

The Employer maintained that the Union's effort to compare the situation in Fairbanks with other jurisdictions is not instructive for the instant dispute. While acknowledging that it had to be aware of what other jurisdictions do, the Employer argued that the most important comparison in this case is how the Union's employees match up with the rest of the Employer's workforce. Using this analysis, the Employer contended that the Union's bargaining unit was well-compensated and that it should not receive additional compensation in the form of higher health insurance premium coverage. The Employer contended that it would be unfair to the rest of its workforce if such a result occurred. Accordingly, the Employer asked to maintain the existing medical insurance rate for the remainder of the current collective bargaining agreement.

Analysis of the Issue Presented

The parties have a fundamental disagreement over the appropriate amount of money that the Employer should pay toward medical insurance premiums. In a sense, I must serve as an "interest arbitrator" in making the determination of an appropriate premium amount. In other words, I will be setting the parties' future interests in the collective bargaining agreement rather than deciding a grievance over a set of discrete events that have already taken place.

As the Employer properly notes in its closing brief, interest arbitration must be considered to be an extension of the collective bargaining process. I agree with Arbitrator Carlton Snow who set forth a controlling principle for interest arbitration decisions in *City of Seattle*, PERC Case No. 6502-1-86-148 (Snow, 1988):

[A] goal of interest arbitration is to induce a final decision that will, as nearly as possible, approximate what the parties themselves would have reached had they continued to bargain with determination and good faith.

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A number of other arbitrators have expressed the same goal for interest arbitration. *See Kitsap County Fire Protection District No. 7*, PERC Case No. 15012-1-00-333 (Krebs, 2000); and *City of Centralia*, PERC Case No. 11866-1-95-253 (Lumbley, 1997). Arbitrator Snow's observation serves to provide a general framework for analyzing specific language and wage proposals. Arbitrator Timothy Williams stated this principle in the following terms:

[T]he panel is mindful that the basic function of interest arbitration is to provide what should have been achieved at the bargaining table.

Clark County Public Transportation Benefit Area v. Amalgamated Transit Union, Local 757, PERC Case No. 24063-1-11-570 (2011).

Having established that interest arbitration must be considered as an extension of the collective bargaining process, several other principles have also been developed to refine the use of arbitration to conclude bargaining. For example, it must be remembered that interest arbitration is conducted in the context of an existing collective bargaining relationship. The arbitrator must be aware of the parties' bargaining history to provide an appropriate context for an award that will set their future rights and obligations. *See City of Seattle*, PERC Case No. 6576-1-86-150 (Beck, 1988). As noted in Elkouri and Elkouri, *How Arbitration Works*, Sixth Edition (BNA, 2003):

[I]nterest arbitration is more nearly legislative than judicial . . . our task here is to search for what would be, in the light of all the relevant factors and circumstances, a fair and equitable answer to a problem which the parties have not been able to resolve by themselves.

The parties' bargaining history is instructive because it shows that the Employer has set different wage rates for the firefighters as compared to the other bargaining units. The Union employees received a wage increase of 4.75% in the first year of the agreement, with no further wage increase for the remainder of the contract. In addition to the wage increase, the Employer provided a corresponding 4.75% increase in pension contributions for the bargaining unit.

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The Employer and the AFL-CIO craft unions concluded negotiations for a successor collective bargaining agreement in effect for the 2014 – 2016 time period. It should be noted that under terms of the AFL-CIO agreement, each participating union has its own insurance plan with correspondingly different payment requirements. At the time of hearing, the AFL-CIO contract covered 13 employees in the Laborers Union, 20 employees represented by the International Union of Operating Engineers, one employee represented by the Carpenters Union, one employee represented by the Plumbers Union, and three employees represented by the Teamsters Union. The contract also covers the Painters Union, but there were no employees represented by that union at the time the contract was executed.

Under terms of the AFL-CIO contract, employees were granted a 1.5% increase in the “package rate” on January 1, 2014, with an additional one-time “signing bonus” equal to 1% of the package rate. The contract called for reopeners in 2015 and 2016 for wage and benefit negotiations. The “package rate” refers to the cost of providing a wage increase and an increase in medical premium benefits. The collective bargaining agreement specified that the unions involved in the AFL-CIO contract had the latitude to decide how much of the 1.5% increase would be applied to wage increases and how much would be applied to medical insurance premiums.

Each union in the AFL-CIO contract had its own health insurance plan to deal with, and the contract set differing amounts of Employer contribution for each group. The following charts express monthly insurance premium costs:

	<u>Total Premium</u>	<u>Employer Pays</u>	<u>Employee Pays</u>	
Laborers Union		\$ 1126.28	\$ 1126.28	0
Operating Engineers		\$ 1256.68	\$ 1256.68	0
Carpenters		\$ 1482.00	\$ 1482.00	0
Plumbers		\$ 1,130.00	\$ 1130.00	0

Teamsters			
(employee only)	\$ 1102.40	\$ 1102.40	0
(employee + 1 or 2)	\$ 1275.00	\$1102.40	\$ 172.60
Painters	\$ 1138.80	\$1138.80	0

The 2014 through 2016 IBEW collective bargaining agreement covered 42 employees and was settled on different economic terms. In that contract, the parties agreed to a 2.5% increase in the “package rate” for 2014, with a 2% increase in 2015 and a 2% increase in 2016, applied to the “package rate” each year. The IBEW contract called for health insurance premium payments of:

<u>Total Premium</u>	<u>Employer Pays</u>	<u>Employee Pays</u>
\$ 1590.00	\$ 850.00	\$ 740.00

The Employer has not used the “package rate” approach for the PSEA or the Fairbanks Firefighter Union contracts because the Employer’s pension obligation is set by the Alaska State Public Employee Retirement System (PERS). The PERS contribution amount is set by the State of Alaska and cannot be modified by the parties in bargaining. The PSEA contract sets medical insurance premiums as:

	<u>Total Premium</u>	<u>Employer Pays</u>	<u>Employee Pays</u>
“Heritage Plan” (54 employees)	\$ 1707.00	\$ 1040.00	\$ 667.00
“Catastrophic Plan” (14 employees)	\$ 1128.00	\$ 1040.00	\$ 88.00

For the Fairbanks Firefighters Union, two insurance plans are offered. For the “500 Plan” (covering 2 employees), the total premium cost is \$ 1,641.00, with the Employer paying \$1040.00. Employees pay \$601.40. For the “1500 Plan” (covering 40 employees), the total

premium cost is \$1,442.44, with the Employer paying \$ 1040.00. Employees must pay \$402.44 as their share of the monthly insurance premium amount.

In its closing brief, the Employer argued that it had to be mindful of providing reasonable medical insurance premium compensation for all of its employee groups. The record shows that the Employer has attempted to address specific insurance premium issues with each of its bargaining units, with little similarity in approach among the different groups. While the IBEW group pays almost 50% of its premium costs, at least five other bargaining units do not pay anything toward insurance premium payments. Those differences came about because of collective bargaining that led to a number of different results. Each bargaining unit had different interests, and it is clear that the Employer attempted to meet those interests by allowing such a variety of insurance premium results.

The Employer finds itself in a difficult position. In many cities, single city-wide insurance plans are offered, with the same rates paid by all city employees. While this approach provides predictability and uniformity, it removes the flexibility to address issues within the numerous bargaining units.

Turning to the instant matter, I have carefully examined the evidence presented by the parties and their respective arguments concerning the appropriate medical insurance premium amount. I must conclude that the Employer should pay 80% of the monthly insurance premium, with employees being responsible for 20% of the premium. This is not an arbitrary decision. It is based on several factors. First, it is very unusual for firefighters to pay more than 20% for their insurance premium costs.

I recognize that the City of Fairbanks is somewhat remote from other jurisdictions, but it would be unrealistic to isolate the firefighters so completely. The Employer has already shown a great deal of flexibility in reaching a number of agreements concerning medical insurance premiums, and I recognize that the Employer has invested a good deal of its budget

to meet its commitments. I must also find that the Union has presented a compelling argument supporting its position, and the "80/20" split in payment is logical and appropriate.

I recognize that several months have passed since the January 1, 2014 reopener date. It would be impossible to reconstruct the actual usage of medical premiums during that time, but it is certainly possible to calculate the difference that the Employer was paying at that time as compared to the amount owed under the 80/20 formula. Accordingly, the Employer will be directed to compensate each bargaining unit member for the difference. The payment will be made as a separate check for those months that have passed, and will continue as a separate payment until such time as the Employer is able to start paying the 80% amount toward medical insurance premiums.

As part of its proposed award, the Union asks that I order the Employer to pay for the Union's costs and fees for the presentation of its case. I have considered the Union's request, and will not make such an order here. I believe that the imposition of attorneys' fees should be reserved to those situations where a party has acted in some kind of bad faith or has otherwise been obstructive to the litigation. I cannot make such a determination here. Both parties presented their positions in good faith, and, apart from a disagreement on the way to resolve their dispute, showed a willingness to work together in the collective bargaining process.

AWARD

Based on the foregoing and the record as a whole, effective January 1, 2014, the City of Fairbanks is directed to pay an amount equal to 80% of the medical insurance premium payment for the Northwest Fire Fighters Trust (NWFFT) plan in effect.

Employees represented by the Fairbanks Firefighters Union shall be responsible for 20% of the premium payments.

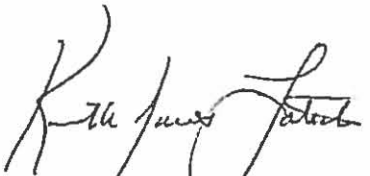
Until the City of Fairbanks is able to start paying the insurance premium to the NWFFT at the 80% amount, the Employer will pay bargaining unit members for the difference between the amount that the City of Fairbanks was paying and the amount to be paid at the 80% level.

City of Fairbanks
Arbitration Award
FMCS No. 13-59010-8

The payments shall be made in a separate check, and not made part of the employees' base wages.

I retain jurisdiction in this matter for a period of 60 days to deal with any questions or difficulties in the implementation of this Award.

DATED at Lacey, Washington, this 11th day of July, 2014.



KENNETH JAMES LATSCH
Arbitrator

ORDINANCE NO. 5975

**AN ORDINANCE AUTHORIZING RELEASE OF AN
EASEMENT IN LEMETA SUBDIVISION**

WHEREAS, the City of Fairbanks acquired a certain easement on September 11, 1979, the same being recorded in Book 156 at Page 42, records of the Fairbanks Recording District (“the easement”); and

WHEREAS, the easement comprises a fifteen-foot strip of land adjoining the northerly property line of Lot 17, Block 15, Lemeta Subdivision, according to the plat filed October 13, 1948, as Instrument Number 110,341 records of the Fairbanks Recording District, as shown on attached “Exhibit A”; and

WHEREAS, the intended purpose of the 1979 easement was to allow installation of storm drain piping as part of a former City drainage project; and

WHEREAS, in 2014, the City constructed the Lemeta Subdivision Street Improvement Project which included a new, re-designed storm drain system; and

WHEREAS, the current owners of Lot 17 have granted a new easement across the property for new storm drain piping, rendering the 1979 easement obsolete; and

WHEREAS, the current owners have requested that the 1979 easement be released; and

WHEREAS, the 1979 easement serves no further public purpose and should be released.

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

SECTION 1. DETERMINATION: That the easement described above and depicted in Exhibit A is no longer necessary for municipal purposes and shall be released.

SECTION 2. MAYOR’S AUTHORIZATION: That the Mayor is hereby authorized and empowered to execute such documents as necessary to effect release of the easement.

SECTION 3. PERMISSIVE REFERENDUM: Any conveyance of real property is subject to the right of the voters, within thirty-days of sale, to reject a sale by permissive referendum under F.G.C. 70-42 and the City Charter.

SECTION 4. That the effective date of this ordinance shall be the 16th day of May 2015.

JOHN EBERHART, CITY MAYOR

AYES:
NAYS:
ABSTAIN:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul Ewers, City Attorney



LOT 15

$S82^{\circ}38'E$
 $120.00'$

$60.00'$
 $N7^{\circ}22'E$

15' WIDE EASEMENT TO BE VACATED
OCTOBER 1, 2015.
Bk 156, Pg. 42 F.R.O.

NEW 5' DRAINAGE EASEMENT
BY THIS INSTRUMENT

LOT 17

$60.00'$
 $S7^{\circ}22'W$

ALLEY

BONNIE AVENUE

$N82^{\circ}38'W$
 $120.00'$

LOT 19
BLOCK 15

Lemeta Subdivision
Plat No. 110.341

EXHIBIT A

Drainage Easement by TILTON FAMILY TRUST

ORDINANCE NO. 5976

**AN ORDINANCE AUTHORIZING THE ENGINEERING DEPARTMENT
TO ENTER INTO A DEVELOPER'S AGREEMENT FOR THE
CONSTRUCTION OF THE BENTLEY RETAIL AREA LOOP ROAD
AND FOR THE PUBLIC WORKS DEPARTMENT TO TAKE ON
ADDITIONAL ROAD MAINTENANCE RESPONSIBILITY IN THE
BENTLEY RETAIL AREA**

WHEREAS, the City Public Works Department is currently providing for full maintenance of the Bentley Trust Road and Helmericks Avenue, including two roundabouts (see attached figure); and

WHEREAS, the City is constructing a new roundabout in the Helmericks Avenue right-of-way located northwest of Cold Spot Feeds retail facility (see figure) that the City will maintain; and

WHEREAS, private developers are entering into a Developer's Agreement with the City to construct a Loop Road with pedestrian facilities extending west from this new roundabout, through the undeveloped retail area, and connecting to the existing Merhar Avenue located directly south of the Pier 1 retail facility (see figure), with the intent to improve vehicular travel and access in this undeveloped area and encourage retail development; and

WHEREAS, the new Loop Road will be constructed to City Standards per the Developer's Agreement, under the City Engineering Department's design review and construction inspection, and will be maintained by the City Public Works Department; and

WHEREAS, the new Loop Road will be located in the highest-concentrated retail shopping/visitation area in the Fairbanks City Limits; and

WHEREAS, this developed area brings in the highest annual tax base income to the City of Fairbanks; and

WHEREAS, full retail build-out of this currently undeveloped area will generate an estimated \$150,000 in annual tax base revenue for the City of Fairbanks; and

WHEREAS, this is the only development in the City of Fairbanks for which the City is not responsible for maintenance; and

WHEREAS, this new section of road will be approximately 1,525 linear feet and will be connected with existing City of Fairbanks road maintenance areas.

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

Section 1. The City Engineering Department is authorized to enter into a Developer's Agreement for the construction of the Bentley Retail Area Loop Road.

Section 2. The City Public Works Department is authorized to take over maintenance of the newly constructed Loop Road up to Merhar Avenue.

Section 3. The effective date of this Ordinance will be the ____ day of May 2015.

John Eberhart, City Mayor

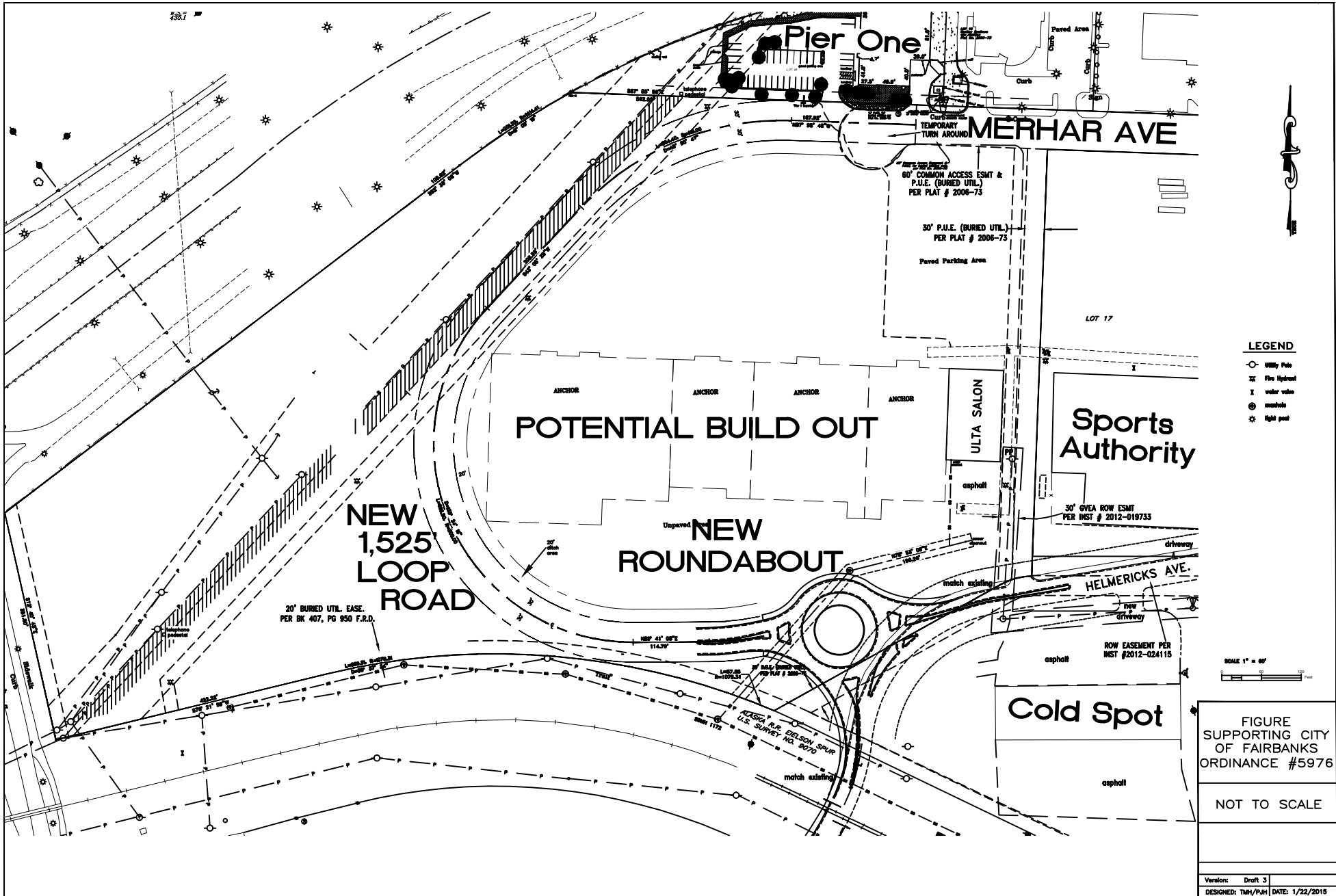
AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney



ORDINANCE NO. 5977

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE
SECTION 2-118.1 TO PROVIDE FOR COUNCIL APPOINTMENT
OF PUBLIC MEMBERS OF THE FINANCE COMMITTEE**

WHEREAS, the council finance committee currently consists of the mayor, council members, and two non-voting public members with experience in finance, accounting, or management; and

WHEREAS, by Ordinance No. 5964, the City Council recently added the second public member to the council finance committee, recognizing the value of public member input to the committee; and

WHEREAS, in attempting to fill the recent vacancy on the committee, the council recognized the value of having the City Council appoint the public members to the committee.

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

SECTION 1. Fairbanks General Code Section 2-118.1 is hereby amended as follows [new text in **underlined bold** font; deleted text in ~~striketrough~~ font]:

Sec. 2-118.1. Council finance committee.

(a) A city council finance committee is hereby established as a standing committee of the city council with the duties of considering all matters relating to the fiscal operation of the city. The finance committee shall make recommendations regarding fiscal matters to the full city council. Examples of topics to be reviewed include budget requests, ordinances amending the budget estimate, applications for grants and the annual audit.

(b) The finance committee shall meet at regular times in compliance with section 2-118. The finance committee shall consist of the city mayor, all current members of the city council and two non-voting public members with experience in finance, accounting or management appointed by the **city council**~~city mayor~~ for a three year term~~subject to confirmation by the city council~~. Council members whose term of office is concluded shall be replaced. The city chief financial officer and chief of staff shall be ex-officio members of the committee.

SECTION 2. That the effective date of this Ordinance shall be the _____ day of May 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

January 6, 2015

Board of Plumbing Examiners

Minutes

Meeting location and time: Council Chambers, 800 Cushman St., 12:00pm

Agenda:

Review recent examination results covering Ordinances 5830, 5837 and 5838 as adopted by the City Council.

Members Present:

Kraig Hogenson, Mike Davis, Mike Desmond, Dan Portwine, Sean Randle and Clem Clouten

Meeting convened at 12:00 with the reading of the minutes of the prior meeting. A call to accept the minutes was made. Minutes were accepted as read. A discussion over the recent test results and review and scoring was made. A letter to the test candidate(s) will be sent by Chairman Mike Desmond.

Motion to adjourn was seconded. Meeting ended 1:00pm.

Chairman Mike Desmond



**Fairbanks North Star Borough / City of Fairbanks
CHENA RIVERFRONT COMMISSION
MINUTES
March 11, 2015**

The Fairbanks North Star Borough/City of Fairbanks Chena Riverfront Commission (CRFC) met on Wednesday, March 11, 2015 with Vice Chair Carrie McEnteer presiding. The following Commission members were in attendance: Anna Plager (via phone), Gordon Schlosser (via phone); Julie Jones, Lee Wood; Ian Olson and Bob Henszey.

Also present were: Christine Nelson, FNSB Community Planning Director; Nancy Durham, FNSB Community Planning; Jewelz Barker, TVWA; Lissa Hughes, TVWA; Jackson Fox, City of Fairbanks Engineering; Donna Gardino, FMATS; Chandra McGee, DEC and Laura McLean, FNSB Recording Clerk.

1. CALL TO ORDER

McEnteer called the meeting to order at 12:05 p.m.

2. APPROVAL OF AGENDA

*A motion was made by **Olson**, seconded by **Wood**, to approve the Agenda for March 11, 2015. There were no objections.*

3. APPROVAL OF MINUTES OF February 11, 2015

Nelson suggested a correction to the minutes. She suggested that on page 2, Section B, second paragraph, third line should read "...adopted by the Borough and then the City of Fairbanks administration changed and ..." essentially adding the words "City of Fairbanks." All agreed. There were no objections.

*A motion was made by **Wood**, seconded by **Henszey**, to approve the minutes for February 11, 2015 as amended. There were no objections.*

4. COMMUNICATIONS TO THE COMMISSION

None

5. PUBLIC COMMENTS

None

6. NEW BUSINESS

None

7. UNFINISHED BUSINESS

A. Watershed Resource Action Planning

Barker addressed the Commission and gave a brief background on the Watershed Resource Action Plan. TVWA received funding through a US Fish and Wildlife Service grant. It was a multi-purpose grant but ultimately the goal was to utilize the same process that the Kenai Peninsula Watershed Council used to create their Watershed Action Plan. The grant is called CAPP which stands for Conservation Action Planning Process. She further detailed how this process came about over the last three decades and the processes that TVWA went through to apply for this grant.

In conclusion, she stated that Jackson Fox, Bob Henszey and Chandra McGee are all participating in the CAPP processes as specialists in their respective fields. There is an additional dozen people or so who have also been attending. Ultimately there are objectives that will be the main crux, very similar to the Chena Riverfront Plan, and within each of those objectives there will be action plan items. This will be further vetted in the April Watershed Resource Action Planning meeting being held on the 15th, 16th and 17th. The rollout of the final draft is planned for the Chena River Summit which will be on June 12, 2015 at the Carlson Center.

Nelson asked if Barker anticipated any regulatory or advisory level actions coming out of this. **Barker** replied that ideas and solutions could result as a result of the action plans. **McEnteer** added that it sounds as if the goal is to get as many of the regulatory agencies on board with the conclusions in this plan. **Barker** responded that she certainly hopes that is what happens.

Barker also commented that this process is open to the public and if it is something that someone wants to participate in, they require a 4 hour briefing prior to participation. **Nelson** indicated that she would like to attend these meetings on behalf of FNSB Community Planning.

Plager commented that she is really excited about the part of revisiting this in seven to ten years. It feels as if a baseline is being created for comparison down the road. This will be a way of determining if the objectives are being met.

Barker added that three years ago, TVWA took about 120 pieces of literature that was given to them by the Alaska Department of Fish and Game and the US Fish and Wildlife Service. With this material, they created the "cliff notes" to any type of bioengineering or riparian zone best practices that are applicable to Alaska. They then created a white paper with these materials. This was followed up the second year with what is called a "Mapping Project." They mapped with a GPS camera from the Moose Creek Dam down the Chena and documented everything including the raking of Elodea. In documenting these areas visually, it created a paper looking at natural and non-natural. In 2014, they did the exact same mapping process on the Salcha River. They will follow-up this year on the Chena with an actual monitoring project and looking at other opportunities along the river. **Barker** reminded the Commission that the Chena River is second only to the Salcha River, the largest spawning producer of Chinook salmon in the US contribution to the Yukon drainage.

Nelson commented that when trying to put "woody debris" into the floodway, you get in conflict with FEMA Floodway regulations. She was able to help mitigate this situation at one of her previous positions in Oregon.

Olson asked for the definition of the watershed. Barker explained that water this side of Denali is in the watershed (Nenana River, Delta River, Salcha River, Chatanika River and Chena River). Water from this side of the White Mountains is also included.

B. Airport Way West project update

Schlosser reported that he has contacted Dave Miller at DOT. Miller would like to get together with the sub-committee for this project to look at the conceptual plan to consider it from a maintenance and operations stand point. This will probably happen in the next several weeks. The sub-committee should have feed-back prior to the next CRFC meeting.

Schlosser discussed with the Commission how he came up with the estimates for both the Riverview Park and for the Roundabout. He asked that the Commission please remember that these estimates are estimated from a schematic drawing. He also stated that these estimates are based on the contractor handing the projects over to outside maintenance a year after construction and maintained by the contractor during that initial years' time.

Schlosser reiterated that he plans to contact Dave Miller with DOT once he (Schlosser) returns to town and will be able to further discuss this matter at the next meeting. He extended an invitation to the other sub-committee members to join him if they desire.

Gardino inquired where the Borough stands on signing a maintenance agreement and finding an entity to do the maintenance. **Nelson** replied that it could prove to be difficult given the budget scenario.

Gardino added that if this is presented to DOT and there is no maintenance plan, DOT is not going to incorporate it into the project.

Schlosser added that Wright is working on finding someone to take on the maintenance. They will continue to work on this.

Gardino suggested that the sub-committee find out what DOT intends to build so that a cost for maintenance for that can be compared to the cost of maintenance for the design that Schlosser has suggested.

Henszey inquired if Gardino would entertain attending this meeting with the sub-committee. **Gardino** replied that she would be happy to.

Plager added that she does feel a cover letter will go well with these estimates and she could draft one.

It was decided that once the estimates are revised, a packet with a cover letter will be put together for submission to Carl Heim, the design engineer at DOT.

Plager continued that she would be hesitant to use the work "Park" in the description as DOT does not manage parks. This was learned when doing the Greenspace downtown. She further commented that she is hopeful that the Borough will take the "Riverview" part of the project as a transfer from DOT so the Borough would actually own that portion rather than DOT. Then it could be called a park.

It was suggested that it be called "Riverview Overlook."

Schlosser stated that he will revise these estimates when he returns to Fairbanks in preparation for the meeting with Miller at DOT. Once revised, he will bring the estimates to Laura for distribution to the Commission and Liaisons.

Jones asked if the cost for the "Riverview Park" (\$11,000) was a labor cost. **Schlosser** responded that it is labor, equipment, spring start up and fall put to bed. This is based on the labor costs that they pay their summer hires for jobs around town.

Jones added that she was the one tasked with drafting the letter to accompany these estimates. She requested additional information so that she can complete the task.

Nelson reminded the Commission of the Open Meetings Act and stressed that any communications between the sub-committee members go through Laura.

C. CRFC Plan Update

Henszey commented that he did not received edited versions of the update until late in the afternoon yesterday so he is not prepared to offer comments.

Nelson commented that this needs to go to the Planning Commission in May. It has drug on for far too long as this point.

Plager stated that she thought that this had already been to the Planning Commission. **Nelson** stated that the background section never went to the Planning Commission. Goals and Objectives did but not this section. The Assembly is going to want to know that the Planning Commission has seen all of it.

McEnteer asked if this could be tabled until the April 8th CRFC meeting to allow the Commission to review this section. Durham stated that if the Commission makes a decision on this section at the April 8th CRFC meeting, she will be able to get it on the May Planning Commission meeting agenda.

Nelson suggested that this item be the first item on the agenda for the April CRFC meeting so that it can be completed.

Durham advised that she had included both Henszey's and McEnteer's comments into the current revised document.

Olson asked what kind of things are the Commissioner's looking for in this document.

Plager asked that the members of the Commission look at the version that she distributed earlier as her version reflects Henszey's and McEnteer's comments.

Durham stated that she cleaned up her most recent version to include grammatical errors and formatting edits. She will add Plager's suggested changes to this document and distribute the "clean version."

Plager commented that she expects that there will not be time enough at the next CRFC meeting to discuss everyone's suggested changes. She suggested that a "Committee meeting" be held to discuss the changes prior to the next regular CRFC meeting so that they can bring a recommended version to the table. **Olson** asked if this was a sub-committee or a committee of the whole. **Plager** stated that it could be a meeting of whomever wanted to participate. It was determined that a special meeting will be held on the 25th of March to review the current version of the update. **Barker** offered the conference room at TVWA if necessary.

It was determined that the Commission will have any and all edits back to Durham by the 16th of March. This will allow her time to make revisions to the plan prior to the special meeting. McLean will find a location for the meeting and then advertise the meeting appropriately.

8. STAFF AND LIASION COMMENTS

Fox stated that a public hearing will be held on April 3rd from 10:00 am to 11:00 am regarding construction on Cushman Street from Gaffney Road to the Chena River. This meeting will be held on April 3rd from 10:00 am to 11:00 am at City Hall. This is part of the Complete Streets project. All are welcome to attend.

Barker stated that TVWA is doing a large storyboard that talks about what Complete Streets is and what types of opportunities will take place by implementing this method. The dedication of this storyboard will be held on May 1st at City Hall.

She also commented that between now and the next CRFC meeting TVWA will be hosting their "Green-Up Day" contest. Tickets will be on sale soon.

9. COMMISSIONERS COMMENTS

Jones announced that the Golden Heart Plaza dock project is up for the City Council to agree for the Mayor to sign the landowner agreement. Since they are using US Fish and Wildlife dollars for this project, the landowner (the City of Fairbanks) has to agree to leave the improvements in place for ten years. Hopefully at the next City Council meeting it will be adopted and will be able to put the dock in. She is confident that this will move forward with no objections.

Henszey announced that Doug Sims will be giving a presentation regarding the Chena Slough and the flood study. He will give this at the AWRA meeting on March 12th at noon at the DNR building. He also announced that he heard that Doug will be retiring from the Borough at the end of April. **Hegarty-Lammers** has volunteered to write a thank you letter for him on behalf of the Commission.

McEnteer announced that Ft. Wainwright will be celebrating Earth Day again on April 22nd from 9:30 am to 11:30 am. She can provide additional information if needed.

10. AGENDA SETTING FOR April 8, 2015 COMMISSION MEETING

1. Doug Sims recognition
2. CRFC Plan Update
3. Airport Way West project update

11. ADJOURNMENT

*A motion was made by **Henszey**, seconded by **Wood**, to adjourn the meeting. All were in favor. There were no objections.*

The meeting adjourned at 1:35 pm.

/l