



FAIRBANKS CITY COUNCIL
AGENDA NO. 2013-19
REGULAR MEETING OCTOBER 07, 2013
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

REGULAR MEETING

7:00 P.M.

1. ROLL CALL
2. INVOCATION
3. FLAG SALUTATION
4. CITIZENS COMMENTS, oral communications to Council on any item not up for Public Hearing. Testimony is limited to five (5) 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 phone, electronic and messaging devices.
5. APPROVAL OF AGENDA AND CONSENT AGENDA

(Approval of Consent Agenda passes all routine items indicated by an asterisk (*). Consent Agenda items are not considered separately unless a Council Member so requests. In the event of such a request, the item is returned to the General Agenda).
6. APPROVAL OF PREVIOUS MINUTES
 - *a) Regular Meeting Minutes of July 22, 2013
 - *b) Regular Meeting Minutes of August 05, 2013
7. SPECIAL ORDERS

8. MAYOR'S COMMENTS AND REPORT

9. UNFINISHED BUSINESS

- a) Ordinance No. 5926 – An Ordinance to Amend Fairbanks General Code Sections 2-651 and 2-655 Regarding Budget Preparation and Funding for Multiyear Contracts. Introduced by Mayor Cleworth. SECOND READING AND PUBLIC HEARING.
- b) Ordinance No. 5927 – An Ordinance Amending Certain Provisions of Fairbanks General Code Chapters 14, 46, and 78 in Response to the Revision of Minor Offense Rules by the State of Alaska. Introduced by Mayor Cleworth. . SECOND READING AND PUBLIC HEARING.
- c) Ordinance No. 5928 – An Ordinance to Amend the Fairbanks Landscape Ordinances, Codified as Chapter 10, Article XV, Sections 10-435 through 10-441. Introduced by Mayor Cleworth. SECOND READING AND PUBLIC HEARING.
- d) Ordinance No. 5929 – An Ordinance Approving an Amendment to the Collective Bargaining Agreement between the City of Fairbanks and the Public Safety Employees Association Local 803 Regarding Emergency Dispatchers. Introduced by Mayor Cleworth. SECOND READING AND PUBLIC HEARING.

10. NEW BUSINESS

- *a) Ordinance No. 5930 – An Ordinance to Ratifying a Labor Agreement between the City of Fairbanks and the AFL-CIO Crafts Bargaining Unit. Introduced by Mayor Cleworth.
- *b) Ordinance No. 5931 – An Ordinance to Amend Fairbanks General Code Chapter 14 Businesses, Article VII Massage Practitioner Licenses. Introduced by Mayor Cleworth.
- *c) Ordinance No. 5932 – An Ordinance to Amend Fairbanks General Code Chapter 14 Businesses, Article IV Private Detectives Licenses. Introduced by Mayor Cleworth.

11. DISCUSSION ITEMS (INFORMATION AND REPORT)

Committee Reports

12. COMMUNICATIONS TO COUNCIL
 - *a) Re-appointment to the FNSB Planning Commission
 - *b) Appointment to the Board of Plumber Examiners
13. COUNCIL MEMBERS' COMMENTS
14. CITY ATTORNEY'S REPORT
15. CITY CLERK'S REPORT
16. EXECUTIVE SESSION – Labor Negotiations: AFL-CIO and Public Safety Employees Association
17. ADJOURNMENT



FAIRBANKS CITY COUNCIL
REGULAR MEETING MINUTES, JULY 22, 2013
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council convened at 7:00 p.m. on the above date, to conduct a Regular Meeting of the Fairbanks City Council at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor Jerry Cleworth presiding and with the following Council Members in attendance:

Council Members Present: Renee Staley, Seat A
Perry Walley, Seat B
Bernard Gatewood, Seat C
Jim Matherly, Seat D
Lloyd Hilling, Seat E
John Eberhart, Seat F

Absent: None

Also Present: Warren Cummings, Fire Chief
Dave Burglin, Deputy City Attorney
Janey Hovenden, City Clerk
Michael J. Schmetzer, City Engineer
Tony C. Shumate, Director Personnel/Purchasing/RM

INVOCATION

The Invocation was given by City Clerk Janey Hovenden.

FLAG SALUTATION

Mayor Cleworth led the Flag Salutation.

CITIZEN'S COMMENTS

Floyd Terry, PO Box 73514, Fairbanks – Mr. Terry thanked Frank Turney for his interest in roller skating. He stated that since he has been attending City Council meetings and senior recognition lunches, he has realized that there is more for him to do for the City. He thanked Frank Turney, Mayor Cleworth and Council Member Matherly for the Proclamation that was presented in his honor. Mr. Terry made it clear that he is not looking for any government funding for his projects and that his efforts are not just for his own benefit but also for the benefit of the community. He suggested that the City begin holding town meetings and encouraged the local youth and adults to get more involved in local government. Mr. Terry stated that instead of looking at Fairbanks by north, south, east and west, it should be looked at like Old and New Fairbanks. He spoke to the construction on 2nd Avenue some years back and stated that, at that time, they were looking at creating a boardwalk in the Downtown area. He stated that he likes the idea of a boardwalk. Mr. Terry stated that there was a movie made at the Anchorage roller skating rink titled *Frozen Ground* that was supposed to be released November 30, 2012.

Victor Buberger, PO Box 58192, Fairbanks – Mr. Buberger indicated that the response he received at the last Council Meeting for his comments on poor road conditions was unsatisfactory. He stated that cold weather conditions have nothing to do with road repair. He spoke to the need for road improvements on the south side of Fairbanks and stated that although the Mayor has indicated that construction will take place in 2014, he is skeptical because it was supposed to happen in 2013. Mr. Buberger stated the need for pothole repair throughout the City and scoffed that the City would “try to take care of it next year.” He expressed the need for restrooms in the downtown area. He stated that the Borough-owned public restroom near the Morris Thompson Building is nice but that it is difficult to know when it will be open for use. Mr. Buberger stated that he would be willing to donate some public restroom signs if the City would be willing to take on the project.

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney expressed his condolences to Deputy City Attorney Burglin for the recent passing of his father. He spoke to the tragic death of Johnny Wallis several months back and stated that the Seattle coroner has failed to reveal the manner of death of Mr. Wallis. He commented that he suggested that Mr. Wallis’ family should request a coroner’s jury to determine the cause of his death. Mr. Turney stated that it was good to see Mr. Gatewood at the last Borough Assembly meeting and stated that he was happy to see the approval of the Borough resolution regarding genetically modified foods. He spoke out against genetically modified foods and stated that all such foods should be properly labeled. Mr. Turney spoke to the yellow flags posted at the Clay Street Cemetery and explained that the flags serve as a memorial for all the gold miners buried in the cemetery. He mentioned a recent article in the Fairbanks Daily News Miner regarding what is being done with hemp in the state of Vermont.

Mark Lewis, 574 Long Spur Loop, Fairbanks – Mr. Lewis stated that he has been intrigued by people who want to know where he lives when he speaks out on issues in a public forum. He stated that he is a novice when it comes to the genetic modification of foods but that he knows Monsanto is an economical power that is stronger than all but 50 of the world’s largest economies. Mr. Lewis spoke out against the use of Monsanto products and stated that the corporation embraces two key elements: monopolization and control.

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

APPROVAL OF AGENDA AND CONSENT AGENDA

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

Mr. Eberhart pulled Resolution No. 4586 from the Consent Agenda.

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

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

APPROVAL OF PREVIOUS MINUTES

- a) Regular Meeting Minutes of June 10, 2013.

PASSED and APPROVED on the CONSENT AGENDA.

MAYOR'S COMMENTS AND REPORT

Mayor Cleworth announced that the Rotary Club generously donated \$6,000 to the Clay Street Cemetery for some headstones. He stated that it is the second time the club has donated to the cemetery and added that Bill Robertson with the Rotary Club also chairs the Clay Street Cemetery Commission. He echoed Mr. Turney's condolences on the passing of Cliff Burglin and stated that his first memory of the gentleman was when he owned an office supply store between 2nd and 3rd Avenue downtown. He stated that Mr. Burglin wasn't the best at selling office supplies but that he was good with geological maps. **Mayor Cleworth** stated that last week was a very busy week with the Environmental Impact Statement (EIS) draft hearings occurring. He thanked Ms. Staley for her participation in the meetings and stated that her and Tim Jones' dissertations were two of the best he has heard. He expressed hope that the Air Force would take the community's position to heart and have the courtesy to address the concerns of local residents. **Mayor Cleworth** also thanked Ms. Staley for her participation in the Joint Land Use Study (JLUS) Committee. In reference to Mr. Turney's comments on the autopsy report for Johnny Wallace, **Mayor Cleworth** stated that the City received a preliminary report from the state crime lab. He explained that there was not a great deal of information in the report and that the information received was not very revealing. He stated that those reports have come back negative for evidence but added that there is still one more report to come. **Mayor Cleworth** asked Mike Schmetzer, City Engineer, to come forward and provide a brief report on projected construction projects for 2013/2014.

Mr. Schmetzer stated that the big project that is currently underway is the Bentley Trust Road. He explained some of the major changes and improvements involved and stated that the project is currently ahead of schedule. He stated that the road should reopen in mid-September. He stated that the Wickersham Project is about to begin, which will involve reconstruction of Wickersham Street from 1st Avenue to the north side of 3rd Avenue and 2nd Avenue from Barnette to Cowles Street. He explained other details that the project will include. He stated that 3rd Street from Barnette to Cowles Street will be reconstructed in 2014. Mr. Schmetzer stated that the Slaterville Project is also underway with new storm drains, roads and a large amount of reconnection of some sewage services. He estimated that the project would be complete by September 30, 2013. He stated that the Brandt Subdivision, the area on the north side of the Borough Administrative Building, is being added to the Slaterville Project. Mr. Schmetzer indicated that the City is also adding three or four streets in Hamilton Acres to the project. He stated that the City just completed construction on the Executive Park subdivision and that it turned out nicely. He added that there will be some additional drainage issues to correct in the subdivision before winter. Mr. Schmetzer announced that South Cushman will be reconstructed from Airport Way to the Mitchell Expressway in 2014. He spoke to the size of the project, stating that it will require a lot of effort from both the City of Fairbanks and the Department of Transportation (DOT). Mr. Schmetzer stated that the subdivisions slated for construction in

2014 are Arctic Park, Council and Lemeta. He stated that Cushman Street from Airport Way north to the Chena River is scheduled for reconstruction in 2015.

Mr. Hilling asked if the Illinois Street cut-through would be open in September.

Mr. Schmetzer replied that the area Mr. Hilling was referring to should be completed in September.

Mr. Hilling asked if the east sidewalk of Cushman Street would be reconstructed next year.

Mr. Schmetzer stated that the sidewalks on both sides of South Cushman will be replaced next year.

Mr. Hilling asked Mr. Schmetzer if he had any comments on the potholes on 5th and 7th Avenues.

Mr. Schmetzer stated that he has three pothole crews out repairing every pothole that is called in.

Mayor Cleworth explained that each project that the City and DOT work on has a variety of funding sources. He stated funding can be at risk if a project slips. He explained that when that happens, the Fairbanks Metropolitan Area Transportation System (FMATS) Coordinator is responsible for reallocating those funds so they are not lost. **Mayor Cleworth** commended the City's Engineering staff for convincing the Engineering Department at DOT that the intersection at Old Steese and Bentley Trust Road should be signaled.

Mr. Gatewood asked how the Public Works Department addresses potholes that go unreported.

Mr. Schmetzer stated that the "eyes and ears" for potholes in the City are the refuse collectors. He stated that the workers are instructed to report potholes, since they are on every street within the City at least once a week. He stated that the crew does a great job and that the public also plays a role in reporting potholes. He added that main thoroughfares take priority over residential areas. He stated that he forgot to mention two upcoming projects: 2013 sidewalks and pedestrian improvements on 10th Avenue, Kellum Street and McGown Street; and 2016 Cowles Street reconstruction from Airport Way to the Chena River.

Mr. Hilling asked if Cowles Street would remain a two-lane street after its reconstruction. He also asked if the sidewalks would be widened.

Mr. Schmetzer replied that Cowles would remain a two-lane street and that sidewalks would most likely be widened. He stated that the City is also currently working on surveying the drainage in the Taku subdivision for future repair and hopes to have radar speed signs on Sunset Drive and Ivy Drive before winter.

NEW BUSINESS

- a) Resolution No. 4585 – A Resolution Authorizing Purchase of a Snow Storage Site in the Amount of \$199,900. Introduced by Mayor Cleworth.

PASSED and APPROVED on the CONSENT AGENDA.

- b) Resolution No. 4586 – A Resolution Authorizing the City of Fairbanks to Request Funds from the Alaska Division of Homeland Security and Emergency Management under the FY2013 Homeland Security Grant Program. Introduced by Mayor Cleworth.

Mr. Matherly, seconded by **Mr. Gatewood**, moved to APPROVE Resolution No. 4586.

Mr. Eberhart asked for clarification on the ongoing training, equipment and maintenance costs referred to in numbers 4 and 5 of the attachment to Resolution No. 4586. He pointed out that the continuing costs do not appear in the fiscal note attached to the resolution.

Mayor Cleworth stated that he believes the items may have been overlooked when the fiscal note was written.

Fire Chief Cummings stated that he is not sure on which line item the ongoing costs should have gone in the financial detail of the note. He stated that the costs may not be the full \$2,500 every year.

Mayor Cleworth pointed out that the \$2,500 is listed towards the top of the fiscal note, but not in the line items of the financial detail.

Mr. Gatewood stated that the first “whereas” of Resolution No. 4586 speaks to terrorist attacks. He asked Chief Cummings how the City is currently set up to address terrorist attacks.

Chief Cummings indicated that the City is better prepared now than it was 5 – 10 years ago because of the Homeland Security Grant Program. He stated that the City of Fairbanks now has better equipment and communication than it ever has. He stated that the grant is very beneficial to not only the City but other emergency response agencies. Chief Cummings explained that the City would be adequately equipped to respond to a terrorist attack for about another year but would need upgrading of the dispatch system after that.

Mr. Gatewood expressed skepticism that the ongoing cost estimate was high enough.

Chief Cummings stated that much of the grant would go towards the replacement of current equipment which would probably not increase future ongoing costs to the City. He spoke to the specific projects and items that will be addressed by the grant.

Mr. Gatewood asked if there are overtime costs associated with the training that would not come into play if the City did not apply for the grant.

Chief Cummings replied affirmatively. He explained the staffing changes that would have to be temporarily made to allow for the training to take place. He pointed out that there is no guarantee that the City will get the funding.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4586 AS FOLLOWS:

YEAS: Staley, Matherly, Gatewood, Eberhart, Walley
NAYS: Hilling
Mayor Cleworth declared the MOTION CARRIED and Resolution No. 4586 APPROVED.

- c) Resolution No. 4587 – A Resolution Awarding a Contract to Paving Products, Inc., for the 10th Avenue, Kellum and McGown Streets Pedestrian Improvements Project in the Amount of \$636,531.45. Introduced by Mayor Cleworth.

PASSED and APPROVED on the CONSENT AGENDA.

DISCUSSION ITEMS

Committee Reports

Golden Heart Parking Services Board – **Ms. Staley** announced that Marcus Dodge has accepted the manager’s position at Golden Heart Parking Services. She stated that the Board changed the organization’s bylaws to increase the Board membership to seven. She welcomed newly-elected member Sarah Smith to the Board and stated that she is still trying to contact the other new member. **Ms. Staley** stated that she attended the recent JLUS Committee meeting and encouraged residents to attend the upcoming public meeting at Tanana Middle School. She stated that she is a member of the Technical Committee and that it is very helpful to hear from the public on what they feel their rights and privileges should be in regard to zoning. She stated that there would be another community scoping meeting on Wednesday, July 24, where the committee will discuss the grant through the Office of Economic Adjustment. She stated that joint land use is government and civilians working together on property and land issues.

FMATS Policy Committee – **Mr. Walley** expressed appreciation to Mr. Schmetzer for the construction projects report. He stated that the Public Participation Plan has been updated and will be open for public comment until the end of August. **Mr. Walley** summarized the highlights of the State Rail Plan and stated that FMATS has forwarded the plan to DOT. He stated that FMATS approved some modifications to the concrete in the green space area on Illinois Street and approved to file a bank request for funds that could not be obligated this year. He stated that the Committee received an update for the College Road plan which offered four different options, one of which was to do nothing.

Mayor Cleworth indicated that it will be interesting to see which plan is chosen for College Road. He stated that the road is uncomfortably narrow and that doing nothing may not be the best option. He spoke briefly to the other options but stated that each of the plans would compromise something.

Public Safety Commission (PSC) – **Mr. Eberhart** stated that the PSC met on July 9, 2013. He stated that Mr. Thomas Temple has been approved to take Mr. Bill Satterberg’s seat on the Commission, and he thanked Mr. Satterberg for his service. He stated that Chief Cummings,

Stephanie Johnson and Chief Zager gave reports on the Fairbanks Fire Department, Dispatch Center and Fairbanks Police Department, respectively. He stated that Chief Zager mentioned the possibility of having the fire department respond to calls involving incapacitated persons to relieve the “saturated” call load on Fairbanks police officers. He stated that the issue would raise the question as to whether or not the call is primarily medical or a police call and would likely involve more communication from the Dispatch Department. **Mr. Eberhart** stated that the Commission discussed duties that could possibly be shared between public safety departments within the City and the possibility of cross-training police officers in emergency medical response. **Mr. Eberhart** stated that the PSC passed a motion to endorse additional medical training for police officers to be determined by the needs of the department. He stated that Chairman Peter Stern suggested that the police and fire chiefs discuss the feasibility of such cross-training and asked the administration for a report on any Public Employees’ Retirement System (PERS) liability that could be involved with cross-training. **Mr. Eberhart** announced that the next PSC meeting would be on August 20, 2013.

Permanent Fund Review Board – **Mr. Gatewood** gave a report on the Board’s quarterly meeting. He stated that the report given at each meeting generally summarizes the finances through the end of the last quarter. He commented that he is not a financial wizard, but indicated that since he is a representative of the City of Fairbanks his primary concern is the health of the Fund and how it is benefiting the City. **Mr. Gatewood** stated that at the end of the first quarter the Fund balance was \$110.8 million and that he expected the following quarter’s balance to be a little higher. He stated that the balance at the end of June was \$109 million. **Mr. Gatewood** commented that market volatility was the cause of the \$700,000 second quarter loss. He stated that the Fund has bounced back and was happy to share that the balance as of July 16 was \$111.9 million. **Mr. Gatewood** indicated that the City does not plan to take its first draw down until August 30.

Mayor Cleworth shared that Chief of Staff Pat Cole has been taken to Seattle’s Washington University for medical care. He stated that Mr. Cole is still performing his job from his bed and requested that everyone keep him in their prayers. He indicated that Mr. Cole was not likely to return to work in the near future.

COMMUNICATIONS TO COUNCIL

- a) Appointment to the Public Safety Commission

APPROVED on the CONSENT AGENDA.

- b) Public Safety Commission Meeting Minutes of April 16, 2013

ACCEPTED on the CONSENT AGENDA.

- c) Public Safety Commission Meeting Minutes of May 14, 2013

ACCEPTED on the CONSENT AGENDA.

- d) Public Safety Commission Meeting Minutes of June 11, 2013

ACCEPTED on the CONSENT AGENDA.

- e) Chena Riverfront Commission Meeting Minutes of June 12, 2013

ACCEPTED on the CONSENT AGENDA.

- f) Permanent Fund Review Board Meeting Minutes of April 17, 2013

ACCEPTED on the CONSENT AGENDA.

COUNCIL MEMBERS' COMMENTS

Mr. Hilling commented on what an asset Pat Cole is to the City of Fairbanks. He asked Mayor Cleworth how Stephen Anderson is doing.

Mayor Cleworth replied that Mr. Anderson has been at work every day and is pursuing his certification as a Plans Examiner.

Mr. Hilling stated that for those who did not know, Mr. Anderson was the City's plumbing and mechanical inspector who was hit by a car on his bicycle last year.

Mayor Cleworth explained that since Mr. Anderson returned to work, he has been filling the vacancy in the Plans Examiner position.

Mr. Hilling indicated that he would like to see someone move forward with the idea of placing public restrooms in the Downtown area. He spoke to what he understands as the genetic modification of foods and to the history of the process. He stated that he is unsure if that definition has changed and commented that he will have to do some research. He stated that at this time he would not be in favor of a resolution against genetic modification. **Mr. Hilling** spoke to the federally-funded projects that the City is performing and will be performing in the future. He stated that projects seem to be prioritized differently when federal dollars are being spent. He stated that when stakeholders have to pay for something, they tend to do more examining and make better decisions. He cautioned on using federal dollars to pay for local projects and stated that he will not vote to do so because the federal government is going "broke."

Mr. Walley stated that he was sorry to hear about the passing of Cliff Burglin who he got to know through the "Grumpy Old Men" program. He explained that he served on the board when he was younger and enjoyed listening to the men "rant and rave" on the oil companies and other topics. He stated that he remembers Mr. Burglin bringing maps of Prudhoe Bay into the KFAR studio and telling stories about the oil companies. **Mr. Walley** stated that he enjoyed participating in the Golden Days Parade downtown and thanked everyone that worked to make it happen.

Ms. Staley echoed Mr. Walley's comments on the Golden Days Parade and stated that it is good to see Downtown Fairbanks bustling.

Mr. Matherly stated that his prayers are with the Burglin family. He stated that he read a good article in Dermot Cole's section of the newspaper in regard to energy and the Interior Gas Utility (IGU). He stated that he also had a good conversation about the facilitating role of the IGU with Steve Haagenson, a board member of the utility. He stated that Mr. Haagenson gave him a copy of the IGU's recent presentation to the Borough Assembly. **Mr. Matherly** stated that this was the first year he has missed the Golden Days Parade. He complimented World-Eskimo Indian Olympics (WEIO) participants and stated that they are incredible athletes. He echoed Mr. Terry's comments on the importance of community participation in local government, particularly youth participation.

Mr. Eberhart expressed his sympathies to the Burglin family and wished Pat Cole well. He announced that the Regulatory Commission of Alaska (RCA) will be holding a hearing on July 30 and stressed the significance of the meeting. He commended the Downtown Association (DTA) for its upcoming Window Project where artists will wrap vacant windows in vinyl art. He stated that last year the organization painted the steam pipes in the downtown area. **Mr. Eberhart** reminded everyone that August 1 will be the opening of candidate filing for the 2013 Municipal Election and encouraged participation from residents. He stated that he enjoyed participating in the Golden Days Parade and reminded everyone that the Tanana Valley State Fair would begin on August 2.

Mr. Gatewood commended the Greater Fairbanks Chamber of Commerce for putting on a good event with the Golden Days Parade but admitted that he also missed it this year. He congratulated the WEIO participants and stated that the youth at the Boys and Girls Home are encouraged to participate in the games if they are eligible. **Mr. Gatewood** commented that the Governor's picnic over the weekend was quite a success. He asked Mayor Cleworth about employee evaluations and stated that in his time serving on the Council, he has never participated in an employee evaluation.

Mayor Cleworth stated that some employees were evaluated annually by the City Council in years past but that it has not been done in a few years. He explained that the Council is periodically supposed to evaluate the City Clerk and the City Attorney since they work directly for the City Council. He asked Mr. Gatewood if he was requesting an evaluation to be done in the near future.

Mr. Gatewood replied affirmatively.

Mayor Cleworth stated that he will schedule the evaluations.

Mr. Matherly, seconded by **Mr. Walley**, moved to go into Executive Session for the purpose of discussing Labor Negotiations for the following union contracts: International Brotherhood of Electrical Workers (IBEW), Public Safety Employees Association (PSEA), and AFL-CIO.

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

Mayor Cleworth called for a five minute recess.

EXECUTIVE SESSION

a) Labor Contract Negotiations – IBEW, PSEA and AFL-CIO

The City Council met in Executive Session to discuss labor negotiations. Direction was given to staff and received from staff and no action was taken.

ADJOURNMENT

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

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

Mayor Cleworth declared the Meeting adjourned at 10:30 P.M.

JERRY CLEWORTH, MAYOR

ATTEST:

JANEY HOVENDEN, CMC, CITY CLERK

Transcribed by: DS



FAIRBANKS CITY COUNCIL
REGULAR MEETING MINUTES, AUGUST 5, 2013
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council convened at 7:00 p.m. on the above date, to conduct a Regular Meeting of the Fairbanks City Council at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor Jerry Cleworth 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
 John Eberhart, Seat F

Absent: Lloyd Hilling, Seat E (Unexcused)

Also Present: Warren Cummings, Fire Chief
 Paul Ewers, City Attorney
 Janey Hovenden, City Clerk

INVOCATION

The Invocation was given by City Clerk Janey Hovenden.

FLAG SALUTATION

Mayor Cleworth led the Flag Salutation.

CITIZEN'S COMMENTS

Floyd Terry, PO Box 73514, Fairbanks – Mr. Terry spoke to the need for town meetings and stated that he has been reviewing documentation from town meetings in the past. He stated that the meetings helped solve problems in the community such as the homeless youth population, assaults, thefts, DUI's, etc. Mr. Terry indicated that it will take more participation from the community to effect change. He stated that he believes the problems in the community are getting worse. Mr. Terry mentioned various community events and activities that local youth and residents could get involved in. He spoke to the decline in local businesses and indicated that Fairbanks needs new businesses. Mr. Terry suggested that the Native Council take over the duties of the Community Service Patrol (CSP) to try and get chronic inebriates out of the Fairbanks Downtown area.

Victor Buberger, PO Box 58192, Fairbanks – Mr. Buberger thanked Public Works for their efforts in repairing the potholes in Fairbanks, especially on 15th Avenue. He also thanked Public Works Director Mike Schmetzer for being a hard-working City employee. Mr. Buberger explained that although he is not a City resident, he lives in the Borough and spends 98-99% of his money in Fairbanks. He stated that if people do not like his regular testimony before the City

Council, they should come speak their mind. He spoke to the article he distributed to the Council and to the need for public restrooms in downtown Fairbanks. He stated that he has visited the Clay Street Cemetery on occasion and mentioned that the sprinkler being used to water the cemetery lawn “is a joke.” He suggested that the City invest in a better watering system. He offered to lend some of his own sprinklers to Mr. Turney for use in the cemetery.

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney stated that he likes the little hose at the Clay Street Cemetery. He stated that maintenance on the Clay Street Cemetery has come a long way since the 1980’s and gave Mayor Cleworth credit for some of the improvements. He explained that lawns should not be watered in 80-degree weather because it will burn the grass. Mr. Turney spoke to the recent newspaper article by Greg Hill regarding public restrooms in Fairbanks. He encouraged everyone to visit the upcoming fair and put their signatures on the tax cap initiative. He questioned why there wasn’t a spending cap for the Fairbanks North Star Borough. Mr. Turney announced that he has been hired by the Marijuana Policy Project to collect signatures for a petition to tax and regulate the production and use of medical marijuana. He expressed his satisfaction on the court ruling in the David Pruhs case and spoke out against police officers who pull people over without justifiable cause. He stated that 2 – 3 officers in the lower 48 have been terminated for speaking out against quotas. He spoke to the loss of privacy for citizens of the United States and stated his belief that the Bill of Rights is in jeopardy now more than ever. Mr. Turney stated that his mother and sisters are here to visit and that he plans on getting out to enjoy the weather.

Mayor Cleworth asked if the petition that he was hired to work on is a state-wide petition. He also asked who the sponsor is.

Mr. Turney replied that it is a state-wide petition sponsored by the Alaska Marijuana Project out of Anchorage.

Mayor Cleworth asked if the petition is to legalize medical marijuana.

Mr. Turney stated that it is an act to tax and regulate the sale of marijuana, similar to what they did in Washington, Colorado and other U.S. states. He stated that he would rather see marijuana legalized than institutionalized. He spoke briefly to the current stated laws regarding the use of marijuana.

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

APPROVAL OF AGENDA AND CONSENT AGENDA

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

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

City Clerk Hovenden read the Consent Agenda into the record.

APPROVAL OF PREVIOUS MINUTES

- a) Regular Meeting Minutes of June 24, 2013.

PASSED and APPROVED on the CONSENT AGENDA.

MAYOR'S COMMENTS AND REPORT

Mayor Cleworth thanked Mr. Turney and Bill Robertson for their tireless work on the Clay Street Cemetery Commission. He spoke to the transformation of the cemetery which started under the administration of former Mayor Terry Strle. He thanked Mr. Buberger for his comments on potholes throughout the City. He stated that he makes mental notes of all the potholes he sees when he is driving and reports them to Public Works when he gets to work. He indicated that Public Works is diligent in pothole repair and encouraged citizens to report them. **Mayor Cleworth** welcomed City Attorney Paul Ewers back from his trip to Europe. He provided an encouraging update on Chief of Staff Pat Cole who had recently undergone surgery. He spoke to Mr. Cole's institutional knowledge of the City of Fairbanks and expressed hope that he would return to work soon. **Mayor Cleworth** stated that he received a phone call from FNSB Transportation Director Glenn Miller who said that the Borough is now offering funding to residents who wish to convert their hydronic heaters to another approved heating unit. He clarified that the Borough will not offer the program for conversions to coal-burning or wood-burning units and that the funding limit per conversion is \$10,000. **Mayor Cleworth** read aloud a motion by the City Council a couple months back regarding the Polaris Building: "...to extend the deadline (of condemnation) to September 30, 2013 by adding a condition that Mr. Marlow must submit the appraisal and the findings of the structural analysis to the City Council upon completion or no later than July 15, 2013." He indicated that he has not received anything from Mr. Marlow and asked if any members of the Council have. **Mayor Cleworth** asked the Council to give their opinion on the direction they would like to take during Council Members' Comments. He stated that if the Council takes no further action on the matter, he will abide by the earlier-stated motion. In reference to Mr. Turney's testimony, **Mayor Cleworth** explained that City police officers cannot pull over a driver without probable cause. He stated that the City has become very conscious about protecting a citizen's rights.

NEW BUSINESS

- a) Ordinance No. 5922 – An Ordinance Amending the 2013 Operating and Capital Budgets for the Second Time. Introduced by Mayor Cleworth.

ADVANCED on the CONSENT AGENDA.

DISCUSSION ITEMS

Committee Reports

Ms. Staley stated that she is "stuck" in New Mexico and has asked Council Member Matherly to cover the next Borough Assembly meeting for her. She explained that Mr. Matherly may or may not be able to attend the meeting and asked if anyone else would be willing to volunteer.

Mayor Cleworth asked for a volunteer. Hearing no offers, he stated that he would try to find someone to fill in, but added that it would be okay if no one could.

Fairbanks Golden Heart Parking Services – **Ms. Staley** announced that Kyle Bole was just elected to serve as a board member. She stated that Mr. Bole is a manager at Lavelle's Bistro and indicated that she is excited to have him on board.

COMMUNICATIONS TO COUNCIL

- a) Re-appointments to the Clay Street Cemetery Commission

APPROVED on the CONSENT AGENDA

COUNCIL MEMBERS' COMMENTS

Mr. Eberhart spoke to the upcoming labor negotiations and commented that the new mayor will have a lot of work to do. He encouraged both sides to be fair and reasonable and spoke briefly to his experience with union negotiations. He asked Mayor Cleworth for clarification on what type of response he was soliciting from the Council in regards to the Polaris Building.

Mayor Cleworth stated that he would have been less lenient than the Council was with Mr. Marlow. He indicated that Mr. Marlow does not seem to be very concerned with deadlines and that he believes the September deadline is null since Mr. Marlow did not submit the required documentation to the Council by July 15.

Mr. Eberhart asked if anyone has spoken with Mr. Marlow about the July deadline.

Mayor Cleworth replied that no one has.

Mr. Eberhart stated that he would like to hear from his colleagues before giving his opinion on the matter. He shared that the Regulatory Commission of Alaska recently held a hearing on the applications of Fairbanks Natural Gas (FNG) and the Interior Alaska Natural Gas Utility (IANGU) to serve extended areas of the Fairbanks North Star Borough (FNSB). He stated that he, along with many others, testified and that he emphasized the need to make an expedited decision. He indicated that at the earliest, large-scale natural gas would arrive in the Interior in the last quarter of 2015. **Mr. Eberhart** stated that there may be some good news for Eielson with the possible basing of F-35's. He expressed hope that the military bases would remain stable and that natural gas would arrive to the Interior soon. **Mr. Eberhart** stated that Floyd Terry lent him some documents on Community Visioning Sessions from 2002 and 2008. He stated that the documents show a lot of involvement by various community organizations and what these groups wanted to improve, preserve and create. He thanked Mr. Terry for the information. **Mr. Eberhart** reminded everyone that the groundbreaking for the homeless youth shelter would take place on August 6 on 10th Avenue. He thanked Fairbanks Youth Advocates and Marylee Bates for all their work in getting the project started. He commented on the nice weather.

Mr. Matherly spoke to the importance of meeting deadlines and indicated that if Mr. Marlow was unable to meet the July deadline, he should have contacted the City. He stressed the significance of the Polaris Building to the community, both in physical presence and in the history of Downtown Fairbanks. He stated his belief that the Council should “stick to their guns” and hold firm to their last motion. **Mr. Matherly** gave a “shout out” to all those who participated in youth football on its opening weekend. He stated that it is the next best thing until the NFL starts and encouraged members of the community to take part in youth sports. He commented on the beautiful weather.

Mr. Gatewood agreed that deadlines should be met and that it seems Mr. Marlow isn't taking deadlines seriously. He stated that he believes that the Council only has two options: allow Mr. Marlow to develop the property or seek out funds to demolish the structure. He stated that he does not think that the City is in any position to tear down the building, which may leave the Council no choice but to negotiate with Mr. Marlow. **Mr. Gatewood** stated that he has no problem with enforcing the motion that the Council adopted a couple months ago but indicated that it would be preferable if Mr. Marlow followed through with development. He stated that the Council should come up with a “Plan B” in case Mr. Marlow does not follow through. He suggested that the City begin exploring options to fund the demolition of the Polaris Building. **Mr. Gatewood** commented that he will be out of town for the fair and that he is looking forward to the upcoming high school football season. He wished luck to all the candidates in the 2013 Municipal Election.

Mr. Walley expressed his agreement with Mr. Gatewood's thoughts on the Polaris Building. He stated that the Council needs to be firm and that it is a “slap in the face” when Mr. Marlow disregards deadlines. He stated that it would be a good idea to begin seeking out demolition funds from other sources and that the process could always be halted if Mr. Marlow follows through with development. **Mr. Walley** stated that he has enjoyed the fair and commented that he saw Mr. Eberhart's booth.

Mayor Cleworth stated that condemnation is a long process and that it can be litigated.

Ms. Staley stated that since Mr. Marlow has not followed up with the City, she believes that the Council should stand firm in their decision to proceed and “hold his (Mr. Marlow's) feet to the fire.” She indicated that she will be glad to return home and get out of the extremely hot weather in New Mexico.

Mr. Eberhart asked what “Plan B” is.

Mayor Cleworth stated that Mr. Marlow was given a letter in March and indicated that the City will send another letter stating the intent to proceed with condemnation. He explained that it will be a very slow process.

Mr. Eberhart stated that he is a big believer in discussion and finding ways to resolve issues through communication. He indicated that it is easy to assume the worst about Mr. Marlow but pointed out that the Council can only speculate as to the circumstances in Mr. Marlow's life. He stated that he would not be in favor of being hasty with legal action. He suggested that the City try to communicate with Mr. Marlow prior to filing anything with the court.

Mayor Cleworth indicated that there would be a lot of communication prior to taking legal action. He stated that there would be no “immediate” action. He expressed his frustration with the situation surrounding Mr. Marlow and the Polaris Building. He pointed out that the financing plans Mr. Marlow has submitted to the Council are not different from the ones he provided before. **Mayor Cleworth** spoke briefly to the communications between the City and Mr. Marlow over the past couple years.

Mr. Eberhart asked if the City has ever discussed the possibility of a quit claim deed with Mr. Marlow.

City Attorney Ewers stated that he is unsure if the City has ever had any communication with Mr. Marlow in regards to a quit claim deed.

Mayor Cleworth indicated that Mr. Marlow may be close to losing the property for financial reasons.

Mr. Matherly stated that if Mr. Eberhart is the next mayor, he should let Mr. Marlow know that the communication needs to go both ways and that he must respect the deadlines imposed by the City Council.

Mr. Eberhart clarified that he is not suggesting the City waive the deadline but recommended that the City pursue more open communication with Mr. Marlow.

ADJOURNMENT

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

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

Mayor Cleworth declared the Meeting adjourned at 8:00 P.M.

JERRY CLEWORTH, MAYOR

ATTEST:

JANEY HOVENDEN, CMC, CITY CLERK

Transcribed by: DS

ORDINANCE NO. 5926

**AN ORDINANCE TO AMEND FAIRBANKS GENERAL CODE
SECTIONS 2-651 AND 2-655 REGARDING BUDGET PREPARATION
AND FUNDING FOR MULTIYEAR CONTRACTS**

WHEREAS, the City Charter and FGC Sec. 2-651 provide that the mayor must prepare and submit to the city council a balanced annual budget estimate; and

WHEREAS, Sec. 2-651(a) requires that the mayor's budget estimate be balanced in a manner wherein costs will be funded by current revenues expected to be received by the city in the budget calendar year; and

WHEREAS, amendment to Sec. 2-651 is needed to clarify what revenues the City can be reasonably expected to receive in a calendar year; and

WHEREAS, current code does not explicitly address future-year funding for multiyear contracts; and

WHEREAS, it is essential that funding sources be identified for multiyear contracts,

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

Section 1. That Fairbanks General Code Section 2-651 Preparation and presentation to city council, subsection (a), is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~striketrough~~ font]:

Sec. 2-651. Preparation and presentation to city council.

(a) Pursuant to the Charter, the mayor shall prepare and submit to the city council a balanced annual budget estimate and budget message. The annual budget shall be balanced in a manner wherein current costs will be funded by current revenues expected to be received by the city in the calendar year. **Revenues expected to be received cannot include taxes, fees or other sources that do not already exist in the code.**

* * * * *

Section 2. That Fairbanks General Code Section 2-655 Multiyear contracts is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font]:

Sec. 2-655. Multiyear contracts.

(a) As part of an approved multiyear construction plan, contracts may be entered into for procurement of long leadtime items. The amounts of such contracts shall not exceed the expenditure amounts in the approved plan.

(b) All multiyear contracts, including labor contracts, must have identifiable funding sources. The sponsor of the ordinance to approve a multiyear contract must identify the funding source for the duration of the contract and any general fund balance or savings utilized to fund the contract.

Section 3. That the effective date of this ordinance shall be the ___ day of October 2013.

Jerry Cleworth, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul Ewers, City Attorney

ORDINANCE NO. 5927

AN ORDINANCE AMENDING CERTAIN PROVISIONS OF FAIRBANKS GENERAL CODE CHAPTERS 14, 46, AND 78 IN RESPONSE TO THE REVISION OF MINOR OFFENSE RULES BY THE STATE OF ALASKA

WHEREAS, the State of Alaska adopted new rules regarding minor offenses; and

WHEREAS, these changes affect various city code provisions dealing with minor offenses; and

WHEREAS, after review by state court officials and by city staff, numerous changes to the city's code provisions dealing with minor offenses are needed,

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

SECTION 1. That Fairbanks General Code Section 78-1 State law incorporated is hereby amended as follows [new text in **underlined bold** font, deleted text in ~~striketrough~~ font]:

Sec. 78-1. State law incorporated.

(a) The city incorporates by reference **all State of Alaska vehicle and traffic laws creating minor offenses, as that term is defined in Minor Offense Rule 2 of the Alaska Rules of Court,**~~13 AAC 02.005 through 13 AAC 08.220, inclusive as if set forth fully in this chapter and AS 28.33.100, AS 28.33.150, AS 28.35.251, AS 19.10.310, and AS 28.33.130, inclusive as if set forth fully in this chapter.~~

(b) The penalty for the violation of any state laws and regulations under subsection (a) shall be the penalties provided for and set forth in said laws and regulations, and/or any pertinent fine/bail schedules.

(c) Unless another penalty is expressly provided, the penalty for the violation of any provision of this chapter shall be the penalties set forth in FGC Section 78-5.

(d) There shall be imposed, in addition to any fine or other penalty prescribed in this chapter, the applicable surcharge as set out in AS 12.55.039.

(e) An offense set out in this chapter may not be disposed of without court appearance if the offense is in connection with a motor vehicle accident that results in the death of a person.

(f) The scheduled amount of bail or fine for a motor vehicle or traffic offense that is committed in a highway work zone or traffic safety corridor,

as those terms are defined under state law, shall be double the amount of the bail or fine for the offense if it had not been committed in a highway work zone or traffic safety corridor.

(g) If a person charged with an offense that is amenable to disposition without court appearance pursuant to AS 29.25.070 and the Alaska Minor Offense Rules appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense as provided for in this chapter.

SECTION 2. That Fairbanks General Code Section 78-5 Traffic fine schedule is hereby amended as follows [new text in **underlined bold** font, deleted text in ~~striketrough~~ font][new and existing fines have been arranged in numerical order by section number and renumbered accordingly]:

Sec. 78-5. Traffic fine schedule.

(a) Unless otherwise provided in this chapter, the city's traffic fine schedule for violations not set forth under section 78-1 shall be as follows:

1. **Use of coasters, roller skates and similar devices (Section 78-40) 40.00**
2. Red signal/arrow
(Section 78-141) 200.00
3. Right-of-way on sidewalks
(Section 78-242) 80.00
4. Obedience to school crossing
guards (Section 78-243) 80.00
5. Restricted turn signals (Sec-
tion 78-277) 80.00
6. Speeding (Section 78-346(b))
- under 20 mph over limit 8.00
per mile;
- 20 mph **or more** over limit 12.00
per mile;
no maximum
7. Speed contest (Section 78-
347) 300.00
8. Improper acceleration (Sec-
tion 78-348) 75.00

9.	Safety belt/child restraint (Section 78-349(a)(1)(2))	60.00
10.	Proper child restraint (Section 78-349(b))	200.00
11.	Parking within a safety zone (Ten feet) (Section 78-381)	40.00
12.	Parking not to obstruct traffic (Section 78-382)	40.00
13.	Parking in alleys (Section 78-383)	40.00
14.	Parking adjacent to schools (Section 78-384)	40.00
15.	No parking on narrow one-way streets (Section 78-385)	40.00
16.	<u>Standing or parking on one-way roadway (Section 78-386).</u>	40.00
17.	No stopping, standing, or parking near hazardous or congested places (Section 78-387)	40.00
18.	<u>Parking during certain hours (Section 78-388)</u>	40.00
19.	<u>Parking during street cleaning and snow removal (Section 78-389).</u>	60.00
20.	Parking prohibited over 24 hours (Section 78-391)	40.00
22.	Parallel parking required (unless otherwise posted)(Section 78-394).	40.00
23.	Obedience to angle parking signs or markings (Section 78-395)	40.00
24.	Parking of trailers restricted (Section 78-397)	40.00
25.	Handicapped parking (Section 78-403)	125.00

26.	Standing in passenger curb loading zone (Section 78-437) . . .	40.00
27.	Standing in truck curb loading zone (Section 78-438)	40.00
28.	Stopping, standing and parking of buses (Section 78-440)	40.00
29.	Restricted use of bus and taxicab (Section 78-441)	40.00
30.	Bicycle licenses (Section 78-507).	20.00
31.	Driving snow machine on roadway (Section 78-541/ <u>13 AAC 02.450(a)</u>)	125.00
32.	Carrying animals on outside of vehicle (Section 78-573)	40.00
33.	Boarding or alighting from vehicles (Section 78-574)	40.00
34.	Drinking while driving; open container (Section 78-576)	300.00
35.	Avoidance of traffic controlled intersections (Section 78-579)	80.00
36.	Overtaking and passing emergency vehicles (no personal injury) (Section 78-617)	150.00
37.	License to be carried and exhibited on demand (Section 78-892)	75.00

Disposition of any of the above-listed offenses may be without court appearance pursuant to AS 29.25.070 and the Alaska Minor Offense Rules upon payment of the fine amount listed above and payment of the state surcharge required by AS 12.55.039 and AS 29.25.074. The fines established in this fine schedule may not be judicially reduced.

SECTION 3. That Fairbanks General Code Section 78-76 Penalties is hereby amended as follows [new text in **underlined bold** font, deleted text in ~~striketrough~~ font]:

Sec. 78-76. Penalties.

(a) Unless another penalty is expressly provided by this chapter, a person convicted of violating a provision of this chapter shall be punished by a fine of not more than \$300.00.

(b) Any person convicted of any bicycle violation shall be punished by a fine of not more than \$100.00.

(c) Any person who is convicted of violating the following sections shall be punished by imprisonment for not more than one year or by a fine of not more than \$1,000.00 or both:

(1) ~~Section 78-613, relating to failure to yield to police vehicle.~~

(2) ~~Sections 78-614, 615, and 616, relating to leaving the scene of an accident and immediate notice of accident.~~

(3) ~~Section 78-617, relating to overtaking and passing emergency vehicles (if personal injury results from violation).~~

(d) ~~Any person who is convicted under sections 78-614, 615, or 616 is subject to the same potential operator license action by the court as if convicted under AS 28.35.050, AS 28.35.060, AS 28.35.080.~~

(e) ~~Any person who is convicted under section 78-618(a) or (b) shall be punished by imprisonment of not more than 60 days or by a fine of not more than \$600 or by both.~~

SECTION 4. That the following Fairbanks General Code Sections or subsections that incorporate various Alaska Administrative Code sections by reference are hereby repealed because they are redundant in light of the amendment to FGC Sec. 78-1:

Sec. 78-171, 78-206, 78-241, 78-276, 78-311, 78-346(a) [not (b)], 78-381(a) [not (b)], 78-506, 78-571, and 78-651.

SECTION 5. That the following sections of Article XIX, Vehicle Size, Weight and Load Restrictions and Routes, Chapter 78, Fairbanks General Code, are hereby amended and/or repealed [for amended sections, new text in **underlined bold** font, deleted text in ~~strikethrough~~ font]:

Sec. 78-681. State law adopted. REPEALED

Sec. 78-682. Penalties. REPEALED

Sec. 78-683. Width of vehicles. REPEALED

Sec. 78-685. Height and length of vehicles and loads. REPEALED

Sec. 78-686. Special load limits. REPEALED

Sec. 78-687. Loads on vehicles. REPEALED

Sec. 78-689. Allowable gross weights. REPEALED

Sec. 78-711. Authorization.

Overweight permits for the operation of vehicles or combinations conveying gross loads in excess of the maximum loadings authorized in this article, may be granted by the city engineering department at its discretion, when the applicant is unable to reduce the weight of the proposed load sufficiently to meet the requirements of state law~~sections 78-688 and 78-689~~. The city engineer or his authorized representative may authorize the movements of overweight vehicles and loads which do not impose loads in excess of 25,000 pounds per individual axle, or in excess of 42,000 pounds per tandem axle group, or in excess of 600 pounds per inch of tire width, or in excess of 25 percent greater than the smallest load limit posted for the bridges to be crossed by the overweight vehicle. Prior approval by the city engineer will be required for any overlength loads in excess of the above limits and will be granted only after a careful analysis of the roadway section and bridges involved in the particular movement. Application for such overlength permits shall be submitted to the city engineer at least one week in advance of its necessity. Any expense incurred by the city as a result of failure by the applicant to provide the necessary notice shall be borne by the applicant.

Sec. 78-786. Required.

(a) The city engineer may at his discretion issue permits for the operation of vehicles exceeding the limitations of state law~~sections 78-683, 78-685 and 78-686~~ when the applicant is unable to reduce the dimensions sufficient to comply with such limitations.

* * * * *

Sec. 78-831. Load restriction on certain streets.

The city engineer is authorized to determine and designate those streets or highways upon which vehicles of a gross weight permitted by state law~~in section 78-689~~ would create a hazard or cause undue damage to the roadway and shall erect appropriate signs stating the reduced gross weight permitted on such designated streets. When signs are so erected giving notice, no person shall disobey the restrictions stated in such signs.

SECTION 6. That Fairbanks General Code Chapter 46-81 Curfew for minors, subsection (d), is hereby amended as follows [new text in underlined bold font, deleted text in ~~striketrough~~ font]:

Sec. 46-81. Curfew for minors.

* * * * *

(d) A person who violates a provision of this section is guilty of a violation and shall be punished by a fine not to exceed \$250.00 as set forth in the following schedule of fines:

(1)	First offense	\$ 75.00
(2)	Second offense	100.00
(3)	Third offense	125.00
(4)	Each subsequent violation additional	25.00

A person charged with a violation of this section must respond within ~~30~~^{ten} days of receipt of the citation. Disposition may be without court appearance pursuant to AS 29.25.070 and the Alaska Minor Offense Rules~~district court rule 8~~ **upon payment of the fine amount listed above and payment of the state surcharge required by AS 12.55.039 and AS 29.25.074. The fines established in this fine schedule may not be judicially reduced.**

SECTION 7. That Fairbanks General Code Chapter 46-82 Misconduct by minors regarding tobacco, subsection (b), is hereby amended as follows [new text in **underlined bold** font, deleted text in ~~strikethrough~~ font]:

Sec. 46-82. Misconduct by minors regarding tobacco.

* * * * *

(b) A person who violates a provision of this section is guilty of a violation and shall be punished by a fine not to exceed \$250.00 as set forth in the following schedule of fines:

1. First offense\$ 75.00
2. Second offense100.00
3. Third offense125.00
4. Each subsequent ...250.00

A person charged with a violation of this section must respond within ~~30~~^{ten} days of receipt of the citation. Disposition may be without court appearance pursuant to AS 29.25.070 and the Alaska Minor Offense Rules~~district court rule 8~~ **upon payment of the fine amount listed above and payment of the state surcharge required by AS 12.55.039 and AS 29.25.074. The fines established in this fine schedule may not be judicially reduced.**

SECTION 8. That Fairbanks General Code Chapter 46-164 Penalty is hereby amended as follows [new text in **underlined bold** font, deleted text in ~~strikethrough~~ font]:

Sec. 46-164. Penalty.

Littering is an offense amenable to disposition without court appearance pursuant to AS 29.25.070 and the Alaska Minor Offense Rules upon payment ~~and forfeiture of a bail amount~~ of a fine of \$250.00 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 9. That Fairbanks General Code Chapter 14-171 Illegal presence on premises involving alcoholic beverages, subsection (b), is hereby amended as follows [new text in **underlined bold** font, deleted text in ~~strikethrough~~ font]:

Sec. 14-171. Illegal presence on premises involving alcoholic beverages.

* * * * *

(b) A person who violates this section is guilty of a violation, ~~punishable by a maximum fine of \$500.00.~~ This offense is amenable to disposition without court appearance pursuant to AS 29.25.070 and the Alaska Minor Offense Rules upon payment ~~and forfeiture of a fine~~ bail amount of \$150.00, plus the surcharge imposed by the State of Alaska under AS 12.55.039 and AS 29.25.074. This fine may not be judicially reduced.

Section 10. That the effective date of this Ordinance shall be the ____ day of October 2013.

Jerry Cleworth, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, City Clerk

Paul J. Ewers, City Attorney

ORDINANCE NO. 5928

**AN ORDINANCE TO AMEND THE FAIRBANKS LANDSCAPE
ORDINANCES, CODIFIED AS CHAPTER 10, ARTICLE XV, SECTIONS
10-435 THROUGH 10-441**

WHEREAS, the City's experience since adoption of the landscaping ordinances suggests that ordinances can be simplified without diminishing the positive effects; and

WHEREAS, the code needs to be updated to reflect the combination of the role of Landscape Review Board into the single Landscape Review and Appeals Commission,

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

SECTION 1. That Fairbanks General Code Chapter 10, Article XV, Fairbanks Landscape Ordinance, is amended as follows [new text is in **bold/underlined** font; deleted text is in ~~strikethrough~~ font]:

ARTICLE XV. FAIRBANKS LANDSCAPE ORDINANCE

Sec. 10-435. - Purpose.

The purpose of the Fairbanks Landscape Ordinance is to protect and enhance the community's economic and aesthetic resources consistent with the goals of the city's governing body thereby promoting the public health, safety and general welfare of the citizens ~~and contributing to the quality of life by encouraging a high level of design and responsible development in the City of Fairbanks.~~ The purpose of this article is to set minimum standards for street parking lot screening, perimeter parking lot screening, ~~interior parking lot screening~~ and trash and garbage area screening.

Sec. 10-436. Scope and applicability

A. *Minimum requirements.* The minimum requirements and standards set forth in this section shall apply to all public and private, commercial, industrial, religious, educational, institutional and multi family uses that are developed or expanded after January 1, 2004. For the purpose of this section, a building which undergoes a change of use as defined by the building code, shall comply with this ordinance. If a building covered by this ordinance expands its floor area, compliance with this ordinance is required on a pro-rata percentage basis, with a 15% minimum compliance, under the alternative design method (FGC 10-438C.3.). The Fairbanks Landscape Ordinance shall apply to the construction of a new parking lot, expansion of an existing parking lot or a surface improvement to an existing parking lot. The intent of the landscape ordinance is to apply to provided parking, whether required by zoning ordinances, or provided for any other reason. Multiple residential buildings located on one lot shall also comply with all provisions of the Landscape Ordinance.

B. *Exemptions*

- (1) Property with one, two, and three family dwelling units located on individual lots are exempt from the provisions of the Fairbanks Landscape Ordinance.
- (2) Property of which the principle use is the sale of vehicles is not required to comply with the prescriptive method FGC 10-438C.1.
- (3) Property located within the area specified by Borough Code section 18.50.060(C)(12) (presently described as: First Avenue to Fifth Avenue, Noble Street to Barnette Street, and First Avenue to Third Avenue, Barnette Street to Wickersham Street, and as may be subsequently expanded), provided that, if a new parking lot is constructed within said area, compliance shall be with the alternative design method or the professional design method (FGC 10-438C.2. and C.3.). The City Landscape Manual will provide a map of this region of the City.

C. *Landscape Plan.* Where a landscape plan is required under this section, the plan shall include:

1. **Plants to be used along with their location;** ~~The common name of each plant used;~~
2. ~~The number, height and diameter of each plant;~~
3. ~~The locations where different plant types will be used;~~
4. ~~2.~~ The locations, size and type of vegetation to be preserved in their natural state;
5. ~~3.~~ Location of any retaining walls and fences;
6. ~~4.~~ Location of existing or proposed utilities and easements of record;
7. ~~5.~~ Location of all property lines including all streets which border the lot;
8. ~~6.~~ Location of any existing or proposed structures or parking areas;
9. ~~7.~~ North arrow and scale;
10. ~~8.~~ Site drainage and drainage patterns, unless shown on civil drawings.

D. *Approved Plant Materials.* **The Building Department will publish a Landscape Manual, which shall include a list of approved plant and ground cover materials.** ~~A list of approved plant and ground cover materials, a map of the area described in Section 10-436B.(3), and general landscaping information, will be set out in a Landscape Manual. The Manual, which will be revised as needed by the Landscape Review and Appeals Commission, will be made available at the Building Department and on the Building Department website.~~

Sec. 10-437. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: [*Drafter's note: definitions in current ordinance are rearranged in*

alphabetical order]

Buffer landscape. Buffer landscape is a continuous landscape area which separates and partially obstructs the view of two separate zoning districts from one another. Buffer landscaping must provide year around screening. Buffer landscaping may include berms and approved decorative fences in conjunction with required trees and shrubs. ~~Decorative fences, when used as a buffering element, shall be approved by the landscape review board.~~ The decorative fence shall have a minimum height of seven feet. A chain link fence does not meet the intent of a decorative fence.

~~*Interior parking lot screening.* Interior parking lot screening is landscaping consisting of approved trees and shrubs that provide a natural and partial barrier or buffer to break up the large interior expanse of the parking lot. Under this definition, interior parking lot shall consist of all on-site parking spaces including access roadways and parking aisles; interior parking lot screening does not include the first row of street perimeter parking or island extensions of street or perimeter landscaping.~~

Parking lot surface improvement. Existing parking lots which are upgraded with a paved or chip and asphalt surface.

Perimeter parking lot screening. Perimeter parking lot screening is landscaping consisting of approved trees and shrubs that provide a natural and partial barrier or buffer between an interior property line and a parking lot.

Screen. A method of reducing the visual impact of vehicle use areas and garbage collection areas. Screens may consist of berms, approved plants, fences, walls or a combination thereof. Trash and garbage screens shall be 75 percent opaque.

Street parking lot screening. Street parking lot screening is landscaping consisting of approved trees and shrubs that provide a natural and partial barrier or buffer between a street or public right-of-way and a parking lot.

Trash and garbage areas. Trash and garbage areas are exterior centralized areas that include dumpsters, garbage receptacles, bins and trash cans.

Sec. 10-438. Landscape design standards.

A. The following areas of a lot shall be developed and maintained in accordance with the landscape standards set forth hereinafter:

1. Street parking lot screening;
2. Perimeter parking lot screening;
- ~~3. Interior parking lot screening;~~
- 4 3. Trash and garbage areas;
- 5 4. Buffer landscape (when required).

B. General design standards.

~~1. Plant material shall be true to name, variety and size and shall conform to all applicable provisions of the American Standards for Nursery Stock, latest edition.~~

~~2~~ 1. All plant material shall be healthy, of a suitable type for the site conditions being used in and hardy to the projects area. **Specifications will be listed in the Landscape Manual.**

~~3. All single stem deciduous trees shall be a minimum of one inch diameter measured six inches from the ground level. For multi stemmed trees each stem shall be one inch caliper.~~

~~4~~ 3. Evergreen trees shall be a minimum of five feet in height unless specified elsewhere in this article.

~~5~~ 4. Natural vegetation which is sufficient to meet the intent of the standards set out in this article may be retained in place of all or part of any required landscaping. Existing trees shall be credited toward the landscape requirements on a 1:1 basis.

~~6~~ 5. Shrubs shall be a minimum of 18 inches at planting.

~~7. The planting of grass and annual flowers does not constitute landscaping in the context of this article.~~

~~8~~ 2. Multiple residential dwelling units (apartments and condominiums) with fewer than 12 units shall provide landscaping consisting of one approved tree for each dwelling unit. If exterior off street parking is provided, the trees shall be located and maintained to provide parking lot screening. If parking is provided within the building the required trees may be placed anywhere on site. Trash and garbage screening is required.

~~9~~ 3. Storage, warehouse and industrial uses which occupy the major floor area of a building need only comply with the street parking lot screening requirements. Trash and garbage screening is required.

~~10~~ 4. Sight triangle areas at street intersections shall be maintained as required by Title 18 of the Fairbanks North Star Borough Code of Ordinances and as specified in the Landscape Manual.

~~11~~ 5. All required landscape planting beds shall be protected from vehicular damage in accordance with the guidelines as set forth in the Landscape Manual.

~~12~~ 6. New development which is constructed adjacent to existing registered historical structures shall provide buffer landscape in addition to parking lot screening regardless of the location of parking spaces.

~~13~~ 7. Each street or ~~interior lot screening~~ requirement shall be separately evaluated.

~~14~~ 8. Trees and shrubs shall not be planted under or over primary power lines, gas lines, communication cables or within water and sewer utility easements unless pre-approved in writing by the utility owner. Trees and shrubs shall not be planted in a public road right-of-way unless an encroachment permit or letter of non objection has been issued by the controlling agency.

~~15~~ 9. Trash and garbage areas including dumpsters shall be provided with approved screening on at least three sides. Screening shall be provided such that the trash and garbage areas cannot be viewed from adjacent streets.

~~16~~ 10. Buffer landscaping shall be provided between a residential zoning district and all other zoning districts as defined by title 18 of the Fairbanks North Star Borough Code of Ordinances. Buffer landscaping may also be required pursuant to conditions set for by a conditional use permit issued by the Fairbanks North Star Borough Department of Community Planning. When required, buffer landscaping shall be provided between lot lines, and buildings in addition to parking lot screening requirements. ~~Required buffer landscaping shall be approved by the Landscape Review Board.~~ It is not the intent of this article to require buffer landscaping between permitted uses within the same zoning district.

~~17~~ 11. The maximum allowable slope for required planting beds shall not exceed 3:1. A steeper slope may be approved provided an approved retaining system is constructed. The retaining system must provide a slope no greater than 3:1 for the entire required width of the tree planting area. (Reference Landscape Manual)

C. Technical design standards. One of the following three design methods shall be used to comply with the Fairbanks Landscape Ordinance.

1. *Prescriptive design method.* Street parking lot screening, perimeter parking lot screening, ~~interior parking lot screening~~ and trash area screening shall be provided with landscaping as follows:

a. Street parking lot screening may either be continuous, discontinuous or a combination of both. Street Parking lot screening shall be provided contiguous with each common street frontage which abuts a lot. Screening shall be provided based on the planting of one deciduous tree or evergreen tree per each 25 lineal feet of street frontage or fraction thereof. In addition one approved shrub shall be planted for each required tree. Trees and shrubs may be planted anywhere along the street frontage provided: a) the total number of required trees and shrubs are planted, b) each required tree is provided with a minimum planting bed of 25 square feet with no dimension less than five feet, c) a planting bed consists of at least one tree, and d) the distance between planting beds and open street areas may not exceed 90 lineal feet.

b. Perimeter parking lot screening may be continuous or discontinuous as required by this section. Perimeter parking lot screening shall be provided on the basis of planting one deciduous tree or evergreen tree for each 35 lineal feet of interior lot frontage or fraction thereof. In addition one approved shrub shall be planted for each required tree. Trees and shrubs may be planted anywhere along the interior lot line frontage provided: a) the total number of required trees and shrubs are planted, b) each required tree is provided with a minimum planting bed of 25 square feet with no dimension less than five feet, c) a planting bed consists of at least one tree, and d) the distance between planting beds and open interior lot areas may not exceed 120 lineal feet.

~~c. Interior parking lot screening. In addition to the street and perimeter parking lot screening requirements, as specified above, interior parking lot screening is required and shall apply to all parking lots with more than 75 parking spaces. The intent for interior parking lot landscaping is to break up the large interior expanse of the parking lot. Interior parking lot landscaping shall be provided with one planting bed area for every 25 parking spaces. The minimum planting area shall be not less than 80 square feet with no dimension less than eight feet. A minimum planting bed shall consist of two trees and one shrub. Planting beds may be consolidated however a minimum of two separate planting beds shall be provided. Interior parking lot landscaping may also be provided based on two percent of the total area of the parking lot. Planting beds, tree and shrub requirements and planting bed geometry shall be as specified above.~~

~~d.c.~~ Buffer landscape. When required shall provide year around screening and shall consist of the following: A continuous planting bed shall be provided. The planting bed width shall be an average of ten feet with a minimum width of not less than eight feet. Two rows of trees shall be provided and shall be planted at average intervals no greater than ten feet on center. The trees shall have a minimum diameter at planting of one and one-half inches in diameter and shall be a minimum of eight feet in height. No more than 50 percent of the trees shall be deciduous. An approved man made decorative fence may substitute for one row of trees and the planting bed maybe reduced to a minimum width of eight feet.

2. *Professional Design Method.* A landscape plan, prepared and sealed by a licensed landscape architect registered in the State of Alaska, which is equivalent to the **prescriptive design method described in the Landscape Manual** ~~criteria set forth in section 10-438(C)(1),~~ shall be considered as meeting the intent of the landscape ordinance. All landscape plans which utilize the professional design method shall be reviewed and approved by the **Building Department with any appeals going to the City of Fairbanks Landscape Review and Appeals Commission,** ~~as needed.~~

3. *Alternative Compliance Method.* **Alternative plans will be considered because of project conditions related to the site, where compliance is impractical, or where compliance with the city's objectives can be achieved by another method.** ~~Project conditions associated with individual sites may justify approval of alternative methods of compliance with the landscape design requirements. Conditions may arise where normal compliance is impractical or impossible, such as facilities that sell vehicles, or where~~

~~maximum achievement of the City's objectives and goals can only be obtained through alternative compliance. Such landscape plans shall be reviewed and approved by the **Building Department with any appeals to the** Landscape Review and Appeals Commission on a case-by-case basis.~~

Sec. 10-439. Plan submittal and inspection requirements.

A preliminary landscape plan shall be submitted to the building department in conjunction with the required building permit application and related construction documents. A final and complete landscape plan shall be submitted to the building department for review and approval before the final inspection is conducted. A certificate of occupancy shall not be issued until all landscaping has been completed by the contractor or developer and inspected and approved by the building department or Landscape Review and Appeals Commission. In the event landscaping is not completed due to planting season restrictions, a temporary certificate may be issued but shall expire within one year of such certificate. If a temporary certificate of occupancy is issued, a performance bond or suitable guaranty shall be posted with the City of Fairbanks until such time as the landscaping is completed and approved. The amount of the bond or guaranty shall be equivalent to one percent of the total cost of the construction project up to one million dollars or shall be equal to one-half of one percent of the total construction cost if the total construction costs exceed \$1,000,000.00.

Sec. 10-440. Maintenance

It shall be the duty of the owner of the property to maintain all required landscaping as required by the Fairbanks Landscape Ordinance. If required landscaping dies, becomes damaged or destroyed, re-landscaping of those areas or landscaping elements shall be re-planted in an approved manner.

Sec. 10-441. Enforcement, appeals and penalties

1. The City of Fairbanks Building Department in conjunction with the Landscape Review and Appeals Commission shall enforce the requirements of this section and shall be responsible for performing the necessary inspections to determine if the required landscaping has been installed according to the approved landscape design.

~~2. A Certificate of Occupancy shall not be issued until the landscape requirements are met as shown on the approved landscape design plans and given final approval by either the building department or Landscape Review and Appeals Commission unless a performance bond is secured in the amount of the estimated cost of the landscaping as approved by the Landscape Review and Appeals Commission or in accordance with section 10-439. Occupancy of any building prior to the issuance of a temporary or final Certificate of Occupancy shall be unlawful.~~

~~32.~~ Any applicant denied a building permit or issued a stop work order due to non compliance of the landscape ordinance or who wishes to appeal a decision of the building official may appeal to the Landscape Review and Appeals Commission. The appeal shall be made in writing and submitted within one week upon rejection from the building

official. If an applicant, owner or developer wishes to appeal a decision of the Landscape Review and Appeals Commission, they shall appeal to the City Council acting as a Board of Adjustment. The appeal shall be in writing and fully state the reason or reasons for the appeal. The appeal shall be accompanied by a copy of the landscape design submitted to the Landscape Review and Appeals Commission.

SECTION 3. That the effective date of this Ordinance shall be the ____ day of October, 2013.

Jerry Cleworth, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul J. Ewers, City Attorney

ORDINANCE NO. 5929

**AN ORDINANCE APPROVING AN AMENDMENT TO THE
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF
FAIRBANKS AND THE PUBLIC SAFETY EMPLOYEES ASSOCIATION
LOCAL 803 REGARDING EMERGENCY DISPATCHERS**

WHEREAS, the City and the Public Safety Employees Association Local 803 have reached agreement on the service of Emergency Dispatchers acting as the Dispatch Center Department Head, an issue not covered in the current Collective Bargaining Agreement (CBA),

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

Section 1. The attached Letter of Agreement, effective October 1, 2013, is approved.

Section 2. The effective date of this ordinance shall be the ___ day of October, 2013.

Jerry Cleworth, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST: APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul Ewers, City Attorney

2013 Letter of Agreement

Between

City of Fairbanks & Public Safety Employee Association

Dispatchers Acting as Dispatch Department Head

The parties wish to resolve the issue of Public Safety Dispatchers acting as the Department Head of the City Dispatch Center (a/k/a “Fairbanks Emergency Communications Center,” or “Center”). Guidance on this issue is not provided in the current Collective Bargaining Agreement. The parties now agree as follows:

1. When the Department Head is on personal leave and unavailable, one of the Lead Dispatchers will be appointed by the Department Head (or, if unavailable, by City Mayor or designee) as Acting Department Head. The added duties of this assignment include performance of all duties of the Department Head, including appearance at inter-agency meetings and taking responsibility for overall operations of the Center, including staffing a dispatch console when needed.
2. During normal work hours, the Acting Dispatch Center Department Head will receive a premium equal to 5% of their normal hourly wage (in addition to the shift lead provided in the PSEA CBA). This premium shall be included in calculation of applicable overtime at the PSEA CBA rate during periods acting as Dispatch Center Head.
3. In addition, the provisions of Article X, Section 16 regarding standby duty shall apply to times when the Acting Dispatch Center Department Head is not on duty but available to report to work as needed.

This agreement is effective October 1, 2013

Public Safety Employee Association

City of Fairbanks

Title:

Mayor

ORDINANCE NO. 5930

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FAIRBANKS AND THE AFL-CIO JOINT CRAFTS BARGAINING UNIT

WHEREAS, the City administration and the AFL-CIO Joint Crafts Bargaining Unit have tentatively agreed to terms for a replacement Collective Bargaining Agreement (CBA), effective January 1, 2014 until December 31, 2016

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

Section 1. The attached replacement CBA, effective January 1, 2014, is ratified and approved.

Section 2. The effective date of this ordinance shall be the ___ day of October 2013.

Jerry Cleworth, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul Ewers, City Attorney

AGREEMENT

Between

THE CITY OF FAIRBANKS

and

FAIRBANKS AFL-CIO CRAFTS COUNCIL

January 1, ~~2011-2014~~ – December 31, ~~2013~~2016

AGREEMENT

This Agreement, made and entered into effective January 1, ~~2011~~2014, by and between the **CITY OF FAIRBANKS**, hereinafter referred to as “the City” or “Employer,” and the **FAIRBANKS AFL-CIO CRAFTS COUNCIL**, hereinafter referred to as “the Union.” The parties have mutually agreed as follows:

PURPOSE OF AGREEMENT

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

1. DURATION, MODIFICATIONS AND CHANGES

- 1.1 This agreement shall become effective on January 1, ~~2011~~2014, and shall remain in effect until December ~~31, 2013~~2016. Any retroactivity contained herein shall affect only those employees covered by this Agreement and actually employed by the Employer on the effective date of this Agreement.
- 1.2 (a) Either party desiring a change or modification in this Agreement shall notify the other party in writing between one hundred twenty days and prior to the anniversary date of this Agreement. Upon receipt of such notice, negotiations shall begin within fifteen (15) days. Changes or modifications mutually agreed to may be made at any time during the life of the agreement subject to member ratification and City Council approval.

(b) In the event that the parties commence negotiations for a new contract or for amendment of the current contract, each party craft may have a negotiator present at negotiations. Three represented employees may attend such negotiations on duty, and others are free to attend if off duty on approved leave.
- 1.3 In the event that the termination date of this Agreement shall occur during the course of negotiations for a renewal of the Agreement, the terms and conditions of this Agreement shall be binding upon the parties until the renewal Agreement is negotiated and executed by the parties.
- 1.4 If retroactive pay is negotiated, same will be paid within thirty (30) days of contract signing.

2. COVERAGE

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

3. EMPLOYER-UNION RELATIONS

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

3.2 (a) The Union assumes the responsibility to supply the City with competent qualified workers with no discrimination of race, sex, age, color, religion, disability or national origin for those classifications listed in Article 23 of this Agreement. Recognizing the mutual benefits derived from the process of democratic collective bargaining, the City will not discourage new employees from joining the Union. The City may reject any employee it finds unsatisfactory.

(b) It is hereby agreed that there shall be no discrimination by the City, or the Union, against any employee because of race, sex, age, color, religion, disability or national origin or because of membership in or lawful activity on behalf of the Union. To the extent allowed by law, the City further agrees to give priority of hire and job tenure to residents of the Fairbanks, Alaska, area when such possess the requisite skills and abilities and are available.

3.3 The City will recognize five (5) Shop Stewards including one Teamster, one Operator, one Trade Specialist, and two Laborers. Stewards will be selected by the Union and recognized by the City as authorized representatives of the Employees or groups for whom they are selected. The Union shall notify the City within 24 hours as to the appointment or official status of any Shop Steward.

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

- 3.5 The authorized Union Business Representatives shall be granted access to the City's premises during which any employees represented by this Agreement are on duty, but shall not interfere with operations.
- 3.6 The Union agrees that its members, who are employees of the City, shall individually and collectively perform loyal and efficient service and that they shall use their influence and best efforts to protect the property and interests of the City and to cooperate with the City to this end at all times.
- 3.7 It is agreed that work shall be assigned in accordance with craft jurisdiction. Any jurisdictional disputes between labor organizations affiliated with the AFL-CIO Crafts Council shall be settled in accordance with the rules and procedures established by the Council. However, it is recognized by the parties that conditions of public employment do not always permit work to be performed on the basis of strict craft lines:
- (a) Employees may be required to work out of classification for a period of up to, but not exceeding three (3) work days in any one (1) calendar month per classification (Trade Specialist, Operator, Teamster, and Laborer). If it is deemed that the project/work will take longer than three (3) days, the City must contact the affected labor organization and mutual agree on an extension or request a member from the Union Hall with adequate job skills. Nothing in this sub-section authorizes work to be performed in an unsafe manner in violation of Section 17.1.
 - (b) It is also understood that to promote maximum efficiency on certain operations/projects that the composite crew concept may be employed by the City where it does not conflict with Section 3.7(a) above.
 - (c) Periodic review of such work assignments shall be made for purposes of adjusting such assignments, as appropriate, to take care of changing needs.
- 3.8 Any provision of the Agreement or subsequent amendments thereto, found to be in violation of any applicable State or Federal law shall be null and void, but all other provisions of the Agreement shall remain in full force and effect. In the event any provision of this Agreement is declared unlawful, in a manner described above, the parties hereto agree to meet within fifteen (15) days and for a reasonable period thereafter until final negotiations or appropriate substitute clauses have been ratified by the parties.
- 3.9 The masculine pronoun as used herein shall be equally applicable to both men and women, and words used in the singular are intended to include the plural form, whenever appropriate.

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

4. GRIEVANCE PROCEDURES

- 4.1 It is the mutual desire of the City and the Union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both the City and the Union to effect the resolution of grievances at the earliest step possible. In the furtherance of this objective, the City and the Union have adopted the following procedure.
- 4.2 A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement. However, any dispute involving the commencement date or termination date of this contract shall not be considered a grievance, and shall not be submitted to the grievance-arbitration procedure set forth therein, but any such questions concerning commencement or termination of this Agreement shall be specifically reserved for judicial review. A Grievance may be initiated by the Union or the City as hereafter specified.
- 4.3 FIRST STEP. When an employee has a grievance, the employee (accompanied by the steward, if the employee so chooses) shall verbally discuss the matter with the immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within thirty (30) calendar days after its occurrence or within thirty (30) calendar days of the employee having, through the exercise of reasonable diligence, gained knowledge, or should have gained knowledge, that a grievance exists. If the grievance cannot be resolved through verbal discussion, the grievance shall be reduced to writing, signed by the employee, and presented to his immediate supervisor. The immediate supervisor shall investigate the grievance and shall indicate thereon, in writing, his response to the grievance within three (3) working days following the day on which the written grievance was presented. The written grievance containing the response of the immediate supervisor shall be delivered to the Union, with a copy to the aggrieved employee(s), for further handling at the next step of this procedure.
- 4.4 SECOND STEP. If the grievance is not settled to the satisfaction of all concerned parties in the first step, the written grievance and response thereto with a written statement as to why the response to Step One was not acceptable shall, within five (5) working days, be delivered to the department head who shall attempt to settle or have settled the grievance. If the grievance is not settled the department head shall deliver his written response, with the original grievance and all previous responses attached, to the appropriate Union, a copy to the President of the Fairbanks AFL-CIO

Crafts Council and the aggrieved employee(s) within five (5) working days after the submission of the grievance to him. If the written answer of the department head is not satisfactory, then the employee shall have five (5) working days to decide if he wishes to appeal the grievance to the third step of this procedure.

4.5 THIRD STEP.

- (a) If the dispute is not settled to the satisfaction of all concerned parties, then the written grievance with responses thereto shall be submitted by the Union's business agent to the personnel director, who shall investigate and report his findings and recommendations to the City Mayor within five (5) working days after the matter has been submitted to him. The City Mayor shall attempt to settle the grievance, but if he is not successful, the City Mayor shall have five (5) working days after the grievance has been submitted to him by the personnel director to answer. If the answer of the City Mayor is not satisfactory, and before going to arbitration as provided in 4.6 below, those matters which are unresolved shall be discussed at a meeting between the parties (the employee involved, the Union's business agent, the City Mayor, the personnel director, the department head and such other persons as may be mutually agreeable to the parties) during which time all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.
- (b) An employer grievance will be filed with the Union's business agent at the Third Step. A grievance may be filed by the Union at the Third Step. A Grievance initiated by the Union or the City shall be in writing and shall state the section number of this Agreement alleged to have been violated and the manner it has been violated.

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

- (a) ARBITRATOR SELECTION. When a grievance is submitted to binding arbitration, the Union and the City shall meet at a mutually agreeable date and time within fourteen (14) calendar days to select an arbitrator.
 - (1) Upon the failure of the parties to agree upon an arbitrator, both parties agree to request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven (7) names of persons who are available for services as arbitrators.

- (2) Within five (5) working days of receipt of the list, the City and the Union representatives shall alternately strike one (1) name from the list until one name remains. The side to strike the first name shall be chosen by lot. The person whose name has been chosen shall become the Arbitrator.
- (b) TIME LIMITS OF ARBITRATION. Unless mutually agreed otherwise, arbitration shall commence within forty-five (45) days after first notification that the grievance is to be submitted to binding arbitration or the arbitrator shall hear the case within thirty-five (35) working days after the arbitrator has been selected, whichever is the earlier. Should the arbitrator selected be unable to hear the case within these time limits the previously struck arbitrator under (a) above will hear the case and so on until these time limits can be met. Arbitration shall commence as soon as the selected arbitrator is available. The arbitrator shall make a written report of his/her findings to the Union and the City within thirty (30) working days after the hearing is concluded, unless mutually agreed otherwise.
- (c) RULES GOVERNING THE ARBITRATION. Said arbitrator will be governed by "Voluntary Labor Arbitration Rules of the American Arbitration Association as amended. The decision of the arbitrator shall be final and binding on both parties to the dispute.
- (d) IMPLEMENTATION OF DECISION. The final decision of the arbitrator shall be implemented as soon as possible, but no later than thirty (30) days after the final decision is rendered.
- (e) AUTHORITY OF ARBITRATOR. The authority of the arbitrator shall be limited to the application and interpretation of this Agreement. He shall have no authority to amend, alter, modify or otherwise change the terms or scope of this Agreement. However, by mutual agreement of the City and Union, the Grievance procedure set forth above may be used in other matters.
- 4.7 SEPARATE ARBITRATORS. Each grievance or dispute will be submitted to a separately convened arbitration proceeding, except where the City and the Union mutually agree to have more than one grievance or dispute submitted to the same arbitrator. Multiple grievances filed over the same issue will be combined.
- 4.8 ARBITRATION EXPENSE. The City and the Union shall equally share the expense of the arbitrator and shall share equally the other expenses involved in such arbitration proceedings, including stenographic expenses except each party shall bear the expense of their respective non-employee witnesses.

- 4.9 WITNESS EXPENSE. Any City employee called as a witness by either side will continue to receive his regular rate of pay while attending such hearings, not to exceed regular working hours. Should such meetings be scheduled outside of regular working hours, or extended beyond such regular working hours, no compensation shall be paid by the City for the time outside such hours.
- 4.10 WORKING CONDITIONS/AWARD LIMITS. When any matter in dispute has been referred to the Grievance Procedure set forth above, the conditions and provisions prevailing prior to the time the dispute arose shall, insofar as it is possible and consistent with normal operations, not be changed until the decision is rendered. When the subject matter warrants, the decision shall be made retroactive to the time the dispute began. In cases where it is determined an employee has been discharged unjustly and without cause, the Arbitrator shall order the City to return the employee to his position without loss of seniority or pay.
- 4.11 DEFAULT. In the event that the City fails to answer a grievance within the time required at any step of the Grievance Procedure, or the Union fails to appeal the answer given to the next step of the Grievance Procedure within the time allowed, then the grievance will be considered settled against the side which has defaulted. However, any of the time limits to the grievance-arbitration procedures may be extended by mutual agreement. Grievances resolved by default cannot be the basis of establishing precedent for the settlement of any other grievances.
- 4.12 Any grievance that originates from a level above the first step of the Grievance Procedure shall be submitted directly to the step or level from which it originates.

5. EMPLOYEE BENEFITS

- 5.1 RETIREMENT. Employees covered under this Agreement shall participate in their respective unions' retirement trust funds.

The City agrees to contribute to the applicable trust funds the amount set forth in Schedule A for each compensable hour credited to employees for the purpose of retirement benefits as specified in said trust agreements. It is understood and agreed that the contributions are to be computed solely on the total number of compensable hours, including personal leave and paid holidays and are not to be included in wages or the computations of overtime. Except for the making of hourly contributions under this agreement, the City has no responsibility or liability for the administration or operation of the trust funds, eligibility for employees to receive pension benefits, future payment of pension benefits to retirees. The AFL-CIO Crafts Council and each member Union further agrees that the employer trustees named in the trusts and those

successors in trust are and shall be the firm's representatives and consents to be bound by the actions and determinations of the trustees.

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

- 5.2 The City agrees to make available to the employee and also with the employee's permission to the Union, Business Manager or his appointed representative his individual records, upon reasonable notification.
- 5.3 HEALTH AND SECURITY. The City agrees to make a monthly contribution, as set forth in Schedule A, to the respective Union Health and Welfare Trusts. Except for the making of monthly contributions under this agreement, the City has no responsibility or liability for the administration or operation of the Health & Welfare Health Trusts, eligibility for employees to receive plan benefits, or the level or terms of future plan benefits. The AFL-CIO Crafts Council and each member Union further agrees that the employer trustees named in the trusts and those successors in trust are and shall be the firm's representatives and consents to be bound by the actions and determinations of the trustees. The City's contribution to each Union's respective Health and Welfare Trust will be as specified on Schedule A of this agreement.
- 5.4 PREPAID LEGAL. The City agrees to participate in the various Union-Employer prepaid legal trust plans and to be bound by the Trust Agreements creating and controlling such plans as may be amended from time to time. Contributions, in an amount designated by the participating crafts involved, shall be submitted by the City on or before the 15th day of the month following the month in which the contributions were earned. The contribution reduces the rate of that particular craft. Said contribution, and any subsequent increases in contributions, shall be deducted from the employee's negotiated wage.
- 5.5 PHYSICAL EXAMINATIONS. Employees' Union health care plans may provide for physical examinations. A yearly physical examination is offered to employees of the city, beginning during their second year of employment, and subject to the approval of specific application for such physical examination to the City Mayor. The inclusion or exclusion of any tests or procedures will be determined by the physician conducting the physical after consultation with the employee. The results of these test shall be confidential between the employees and the examining physician.

When in the opinion of the City there arises specific question as to the physical or mental ability of an employee to perform his normal work assignment, a physical examination may be ordered by the City. If such

examination demonstrates, in the opinion of the examining physician, that the employee is physically incapable of performing his normal work assignment, the employee shall be allowed to seek a second opinion from a local licensed physician of his choice. If the results of these two examinations are not in agreement, then a third opinion shall be solicited from a physician mutually agreeable to the City and the employee. The results of this third examination shall be final and shall be binding on both parties. The employer shall pay for all physical examinations and connected expenses involved with this section.

5.6 For any employee whose physical condition prevents him from performing his normal work assignment, the Employer agrees to make an effort to place him in a classification he can perform within his craft under this Agreement.

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

(a) Gloves and coveralls will be provided for employees engaged in road oiling, sewer work, garbage collection, vehicle repair, and maintenance operations, or other similar types of work.

(b) The employees assigned to vehicle repair, oiling, and patching for forty (40) hours will be reimbursed by the City for the cost of one (1) pair of boots per person, per year, as approved by the City not to exceed two hundred (\$200.00) dollars.

(c) Employees assigned to work in conditions that damage or permanently soils personal clothing will be reimbursed the cost of replacing clothing used at work, provided that the items for which reimbursement is requested shall be at the discretion of the Public Works Director and will not exceed \$200.00.

(d) A washer/dryer and detergent will be furnished by the employer for those employees wishing to launder the above-listed items of clothing during their off-duty hours or the employer may, at its option, provide cleaning for gloves and coveralls.

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

6. WORKING RULES

- 6.1 (a) WORK WEEK. The work week may be either “unmodified” or “modified”. The “unmodified” work week shall consist of five (5) consecutive days of eight (8) hours per day, Monday through Friday. The “unmodified” work day shall be eight (8) consecutive hours, exclusive of a lunch break. Regular starting times shall be established for each employee, which may be adjusted for operational needs.
- (b) The work week schedule may be modified by the City (i.e. four tens, Tues.-Sat., Sun.-Thur., or some variation thereof). The 4-10 schedule shall consist of four (4) consecutive days of ten (10) hours per day, exclusive of a lunch break with regular starting times that may be adjusted for operational needs. Prior to establishing a modified work week, volunteers in the needed classifications will be sought, volunteers being assigned to the modified work week will be equitably rotated based on seniority. If insufficient employees in the needed classifications volunteer, the required number of least senior employees will be assigned. The provisions of 6.13 shall apply.
- (c) By mutual agreement, between the Union and the City, variations of the normal unmodified work week may be established (i.e. flex schedule, split shift, etc.).

6.2 SHIFTS

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

6.3 OVERTIME.

Overtime shall be paid for all work performed outside the regularly scheduled workday/workweek, in quarter hour increments, however, overtime shall not be pyramided. For example, if overtime performance is less than one-half quarter (1/24) hour, the time shall be considered at one-half-quarter (1/24) hour and paid accordingly. If overtime performance is more than one-half

quarter (1/24) hour, but less than one half (1/2) full-hour, the extent of time shall be considered as one-half (1/2) full hour and paid accordingly.

- (a) For those employees working under the unmodified schedule as outlined in 6.1(a). Overtime will be paid at the time and one half(1.5) rate for hours worked in excess of eight hours per day or forty (40) hours per week when employees work a five (5) day per week eight (8) hour per day schedule. After forty (40) hours of work during a week overtime will be paid at 1.5 times the employee's pay.
- (b) For those employees working under a "4-10" modified schedule as outlined in 6.1(b). Overtime will be paid at the time and one half (1.5) rate for hours worked in excess of ten (10) hours per day or forty (40) hours per week when employees work a four (4) day per week ten (10) hour per day schedule. After 40 hours of work during a week overtime will be paid at 1.5 times the employees pay rate.
- (c) Regardless of hours worked during a week, All-all work performed on Sunday shall be paid at the time and one half (1.5) rate unless that employee is assigned to modified work schedule that includes Sundays.
- (d) Employees who work overtime may elect, in lieu of being paid overtime, to accrue compensatory time at the rate of 1.5 hours for every hour of overtime. Compensatory time may be taken and used in the same manner and terms as Personal Leave, (when mutually agreeable by the employee and Department Head). If not fully scheduled or used by the end December 1st of each year, compensatory time balances will be paid by the City to the employee.
- (f) It is recognized that due to the nature of municipal operations, employees may be required from time to time to work overtime to accomplish pressing public need such as snow removal, pumping during spring thaw, removal of construction hazards and other public needs as may be determined by the City. The City agrees to give reasonable notice to employees that overtime is necessary to accomplish pressing public needs and further agrees that when such emergency situations are corrected, overtime shall not be mandatory. The City agrees to give recognition to situations which may arise from time to time which may prohibit an employee from working overtime.
- (g) The City agrees to fairly distribute overtime to its employees and agrees that regular employees shall have first refusal of overtime, if the safety and welfare of employee or public are in question (examples; prescribed medication or 14 hours of continuous operation), the Supervisor-Foreman must assess the situation and assign the overtime in a fair and equitable manner. However, it is understood that when employees have been

assigned to tasks during the course of the day and overtime is required to complete those tasks, employees assigned to those tasks shall have the right to work the overtime necessary to complete the assigned task.

6.4 REPORTING TIME. Employees required to report to work and not put to work shall receive two (2) hours pay at their regular straight time rate, unless notified not to report at the end of their previous shift or two (2) hours prior to the start of the shift.

6.5 LUNCH BREAK. Lunch periods will be at least thirty (30) minutes in duration and will be scheduled at the midpoint of the shift. If the work requires the lunch period to start at a time before or after thirty (30) minutes of the midpoint of the shift, then the employee shall be paid for such period at the applicable overtime rate, given a lunch break as soon as possible~~paid for such period at the applicable overtime rate.~~ Poor weather lunch periods shall be taken in the warm and dry, normally at nearest employer facility or in heated enclosed vehicles at the discretion of the craft supervisor Foreman. Except, because of special conditions which exist that are not compatible with the above clause concerning lunch periods, by mutual agreement between the Employer and the Union those particular lunch periods may be altered to fit a specific purpose. Whenever an employee is required to work more than ten (10) hours, not including his lunch break, or is required to work more than two (2) hours before or after this regular scheduled shift, he shall be allowed the necessary time to complete a meal, not to exceed thirty (30) minutes, while remaining on the payroll at the applicable rate and at intervals of not more than four (4) hours thereafter while he continues to work any hours not a part of his regular shift.

~~He shall be compensated for each meal at the rate of ten dollars (\$10.00) per meal. Said compensation to be included in the employee's next pay check.~~

6.6 RELIEF PERIOD. All employees shall be allowed one (1) relief break not to exceed fifteen (15) minutes in duration during the first half of the shift and fifteen (15) minutes during the second half of the shift. The Union and the Employer shall mutually agree on reasonable rules governing the taking of such relief periods as provided herein. When working other than the regular shift, relief breaks shall be taken each two (2) hours.

6.7 In Public Works, when three (3) or more union personnel work on one job location without a foreman (excepting maintenance workers and packer crews), one of the employees will be designated as a working lead worker, and it will be his responsibility to direct the work force. The City may at its option, designate a working lead worker for a lesser number of employees. There shall be permanent non-working craft foremen for each of the following classifications: laborers, operators, mechanics, and all Trade Specialists (collectively only when the City employs more than four regular trade Specialists). Under the following occasional workload demands foremen may

work in the craft as long as no other dispatch craft employees are displaced; (1) Training; (2) Emergencies, including heavy snow fall, earthquake, flood, wild land fire, and other events as determined by Department Head and Union (SOP procedure will be to first consult the Foreman); (3) Regularly scheduled crews do not show up; (4) Scheduled crews are present but a task comes up that needs immediate attention. If fewer than five regular Trade Specialists are employed, one shall be selected and paid as a lead worker who will take direction as designated by the City. Each craft supervisor foreperson shall have a permanent lead worker who will replace the supervisor-foreman when on personal sick leave and cover the shift when double-shifting. A minimum of one lead worker will be appointed in the absence of the permanent lead worker for the following classifications: laborers, operators, mechanics, and trade specialists. A foreman with vehicular access to several crews will be considered to have direct supervision over those crews. Employees shall take instructions from whichever supervisor, foreman or lead worker, is designated by management. See Schedule A for pay of foreman and lead workers.

- 6.8 ~~(a)~~ — The employer agrees to the utilization of employees within their respective classifications, with the further understanding that should it become necessary to work an employee in a higher rated classification; said employee will be paid at the higher rate of pay for working in said classification. An employee will be paid one-half (1/2) shift at the higher rate of pay for any period of work not exceeding one-half (1/2) shift duration and will be paid the whole shift at the higher rate of pay for work in excess of one-half (1/2) shift duration, with the further understanding that should it become necessary to work an employee in a lower rated classification, said employee will continue to be paid at his regular rate of pay.

~~(b) — An Engineering Technician who is assigned the responsibility for computer software documentation coordination and maintenance will be paid a four percent (4%) premium above scheduled pay. Such assignment does not affect seniority and is at the option of the City.~~

- ~~6.9 — Gloves and coveralls will be provided for employees engaged in road oiling, sewer work, garbage collection, vehicle repair and maintenance operations, or other similar types of work. The employees assigned to oiling and patching for forty (40) hours will be reimbursed by the City for the cost of one (1) pair of boots per person, per year, as approved by the City not to exceed two hundred (\$200.00) dollars. A washer/dryer and detergent will be furnished by the employer for those employees wishing to launder these items of clothing during their off-duty hours or the employer may, at its option, provide cleaning for gloves and coveralls.~~

- ~~6.10 — The City shall furnish lockers for clothes and equipment and space reserved for drying personal effects and other equipment for public works employees.~~

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

6.4210 CALL BACK. A minimum of two (2) hours at the applicable overtime rate shall be paid when employees are called back to work after the regular shift.

6.4311 CALL OUT. If an employee is called to report to work on a scheduled day off, the employee will be paid a minimum of two (2) hours at the applicable overtime rate.

6.4412 ON CALL. An employee on call (standby) will be paid two (2) hours at the applicable overtime rate for covering the phone or radio, with the further understanding that this time will be in addition to call out time. Call out time will be a minimum of one (1) hour.

6.4513 SHIFT CHANGE.

- (a) An employee changing shifts when the employer requests it with less than forty-eight (48) hours prior notification shall receive 1.5 times the employee's regular rate of pay for all hours worked on the first shift. The premium pay does not apply when changing back to the employee's normal shift from short term changes. For the purpose of this provision, an employee's shift is changed when his starting time is moved to one of the other defined shifts.
- (b) Unless mutually agreed otherwise by the City and employee, starting times for employees shall not be changed without forty-eight (48) hours prior notification. Should an employee's regular starting time be changed without forty-eight (48) hour's notice to the employee all hours worked on the employee's first new workday shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay. This premium pay does not apply when changing back to the employee's normal starting time from short term changes. For the purpose of this provision, an employee's starting time is changed if his starting time is moved to a time different from his regular starting time, within the hours of any given shift listed in 6.2.

7. HOLIDAYS

7.1 The following days shall be considered holidays,: New Year's Day, President's Day, Memorial Day, Fourth of July (Independence Day), Labor

Day, Alaska Day (which shall be observed as a floating holiday in the same manner as the personal holiday; not on the actual date of the State holiday) Veteran's Day, Thanksgiving Day, Christmas Day, and one personal holidays which must be used in the year accrued or otherwise lost without cash value, and such other days as the City Council, by resolution may fix for City employees.

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

7.3 Holiday pay, in the amount of eight hours for each holiday shall be paid to regular employees at the employee's regular rate of pay, if not worked; employees working on a 4-10 schedule may use personal leave or leave without pay for two hours on such holiday. If mutually agreeable, the City will schedule two extra straight time work hours during a work week, not to exceed 11 hours a work day. Temporary employees shall not receive holiday pay.

7.4 ~~Regular~~ All employees, who work on any of the above named holidays shall be paid at the rate of one and one half (1.5) times their regular rate of pay, in addition regular employees shall receive to the holiday pay as set forth above.

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

7.6 Employees on leave without pay shall not receive pay for a holiday occurring during such leave without pay.

7.7 ELIGIBILITY FOR HOLIDAY PAY - In order to receive pay for an observed holiday an employee must not have been absent without authorized leave on the workday before or after the holiday.

8. PERSONAL LEAVE

8.1 All employees covered by this Agreement shall be entitled to Personal Leave in accordance with the following:

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

8.3 (a) PERSONAL LEAVE ACCRUAL. For those employed as regular employees prior to June 1 2007, Personal leave shall accumulate as

follows at the rate of two hundred forty (240) working hours per calendar year. Ten (10) hours shall be credited per pay period.

(b) Persons hired after June 1, 2004 of this agreement shall accrue leave according to the following schedule:

- 1) One – Two Years: 160 hours per calendar year;
- 2) Three – Five Years: 200 hours per calendar year;
- 3) Over Five Years: 240 hours per calendar year

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

(c) Employees working on a 4-10 schedule may use personal leave or leave without pay for two hours per day on days that leave exceeds eight (8) hours.

8.4 LEAVE REQUESTS. Personal leave shall be taken at any time mutually agreeable to the department head and the employee and shall not be unreasonably withheld by the employer. Requests for leave exceeding 160 continuous hours will not be granted unless approved by the Department Head. An employee shall notify his department head at least one (1) day in advance, when not more than two (2) days leave are desired, except in the case of any emergency. When longer periods of leave are desired, at least one (1) week advance notice shall be given. Notification of scheduled personal leave shall be made at least thirty (30) days in advance. (Scheduled annual leave is defined as any leave which is scheduled 30 or more days in advance). Leave will be granted, if, in the opinion of the department head, the employee can be spared from his job for the time requested, however, such leave shall not be unreasonably withheld. Upon notification of scheduled personal leave to the City by the employee, the City agrees to approve or disapprove the employee's scheduled personal leave in writing within ten (10) working days of submittal. If the City fails to reply to a leave request within (10) ten days such leave request will be considered approved. Scheduled personal leave may also be taken in conjunction with approved travel on City business so long as any additional expenses to the city are reimbursed by the employee. When personal leave is used for illness or bereavement, the employee shall notify the foreman as soon as possible, but in no case later than 8:00 am on a day they are scheduled to work. Leaving a message on the assigned voice mail number satisfies notice. If the City believes an employee is abusing the use of sick leave the union agrees to meet with the City and the effected employee to discuss leave usage with the goal of correcting any perceived abuse.

8.5 No employee shall absent himself from the job without providing good and sufficient reasons, unless he has complied with the provisions of Section 8.4. Nothing in this section shall preclude the employer from exercising reasonable restraints on excessive absences and lateness from work. Employees arriving late for work as scheduled without complying with Section 8.4 will be placed on personal leave (or LWOP if personal leave is exhausted) in quarter hour increments, provided that an absence over a quarter hour shall be assessed to the next full quarter hour).

8.6 TERMINATION CASH-OUT. Upon termination of any employee covered by this agreement, accrued leave shall be paid in accordance with Article 8, Section 8.7, at the employee's then current rate of pay. In the case of termination, leave in excess of 160 hours will not be granted: all remaining personal leave hours will be cashed out with pension contributions as provided by Section 8.7

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

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

Total Personal Leave Hours for Draw Down:

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

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

(a) Each employee wishing to donate personal leave will fill out, date and sign a leave slip showing the amount of leave the employee wishes to donate in increments of not less than four (4) hours and deliver said leave slip to the Finance Department.

(b) Each leave slip will have written or typed along the bottom, "Leave donated to (employee name)."

- (c) The employer will convert the hourly rate to a dollar value and transfer that amount to the recipient's personal leave account where it will be converted into the recipient's hourly rate for use as personal leave.
 - (e) All personal leave donation requests are subject to the approval of the City Mayor.
 - (f) Once personal leave is donated and approved, it is irretrievable by the donor.
- 8.9 LEAVE VALUE CONVERSION. A laid off or reclassified employee who has bumped or moved into a lower paying job classification shall be credited with personal leave at the value it accrued prior to reclassification. The dollars will be converted to leave at the lower hourly rate of the reclassified employee and the appropriate hours of leave will be added to the employee's personal leave account.
- 8.10 Employees serving a probationary period on an original appointment leaving the city service without satisfactory completion of the probationary period shall not be compensated for any accrued personal leave.
- 8.11 Employees serving a probationary period on an original appointment shall accrue personal leave in accordance with the provisions of this section. Such employees shall not be granted paid personal leave until they have completed their probationary period as defined in Section 13.7, but may take unpaid leave upon mutual agreement.
- 8.12 Only earned personal leave may be taken by an employee.
- 8.13 At the expiration of all personal leave, an additional period of leave, as required, without pay may be granted at the request of the employee, and such leave privilege will be subject to verification by a doctor's certificate.
- 8.14 Seniority rights accrued by an employee up to the date of commencement of a sickness or disability which requires absence from work shall not accrue during any period of leave without pay attributable to a non-work related sickness or disability, except as provided for under the family leave provisions of this agreement.
- 8.15 In the event case of job-incurred injury or serious illness to a regular employee, within the coverage of the Alaska Workers' Compensation Act in effect at the time of injury, the employee's position shall be held for him until it has been established that he will be unable to return to work or one year whichever is sooner and his seniority shall be in full force during the period. An award to the employee of Workers' Compensation Permanent Disability

shall be deemed to establish that the employee will be unable to return to work unless the employee, by actually returning to work, or by the report of a competent physician establishes that a permanent partial disability will not preclude his or her return to the job in question.

The City will compensate regular employees that portion of the difference between Workers' Compensation as required by State Statute and eighty percent (80%) of the employee's regular rate of pay until the employee is able to return to duty or is medically retired; provided, however, that such time does not exceed nine (9) months. The employee shall be required to submit to his foreman a weekly report from the attending physician.

9. OTHER APPROVED ABSENCES

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

- 9.1 MATERNITY/PATERNITY/FAMILY LEAVE shall be granted when the employee can be certified for such leave by a competent physician. A pregnant employee may work as long as she is certified to be in good health by a competent physician. Absences due to or contributed to by "pregnancy, miscarriage, abortion, childbirth, and recovery" are the same as any other temporary disability and should be treated that way under health and disability insurance or sick leave plans. City Mayor may grant a regular employee leave without pay. The employee must either return to full employment status at the end of such leave without pay or terminate. Approved leave without pay shall not constitute a break in service and the employee shall be restored to the same job classification without loss of seniority.
- 9.2 ELECTIONS. Any employee shall be given the necessary time off, without loss of pay, for the purpose of voting when polls are not open at least (2) hours before or after the employee's scheduled hours of work.
- 9.3 BEREAVEMENT LEAVE. All regular employees shall be permitted to use personal leave in the event of illness or death in the immediate family of the employee to make household adjustments, arrange for medical services or to attend funeral services. "Immediate family" is defined as: husband, wife, daughter, son, mother, father, sister, brother, step-mother, step-father, step-children, foster children, mother-in-law, father-in-law, grandparents and grandchildren. Nothing in this section shall preclude the use of leave for such bereavement when approved in advance by the City.
- 9.4 MILITARY RESERVE TRAINING OR EMERGENCY NATIONAL GUARD SERVICE. All employees covered under this Agreement shall be entitled to administrative leave without pay for any active duty in any Armed Forces component including units of the National Guard or Reserve. Provided that, in

accordance with applicable State and Federal laws and regardless of any language or provision of this Agreement, to the contrary, there shall be no adjustment of any affected employee's anniversary date for any active duty period up to the Federal statutory limit so as to cause loss of seniority or longevity, or to deny the accrual of sick or annual leave as provided by law. Employees are to present a copy of official orders for active duty as soon as possible to the City to comply with the law and to allow the City to reschedule the work force.

9.5 LEAVE WITHOUT PAY. The City Mayor may grant to a permanent employee leave without pay not to exceed ninety (90) calendar days if, when it is in the best interest of the City to do so, and the employee can be spared from his job for the time requested. During the employee's approved leave of absence his position may be filled by temporary promotion, or temporary reassignment of any employee. At the expiration of the leave without pay the employee has the right to, and shall be reinstated to, the position he vacated if the position still exists; or, if not, to any other vacant position in the same class. Approved leave without pay shall not constitute a break in service. Longevity credits for the purpose of completing probation, pay anniversary date and accumulation of leave benefits shall be suspended during the periods of leave without pay exceeding one work day.

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

10. PAY DAYS

Pay days shall be established covering payroll periods from the first (1st) to the fifteenth (15th) day of the month inclusive (for which the payday is by month end) and from the sixteenth (16th) day of the month to the last day of the month (for which the payday is the 15th of the following month except when pay day falls on Saturday or holidays. When the payday falls on a Saturday, Sunday, or Monday City Holiday, the payday will be Friday. The City reserves the right to establish a bi-weekly pay period upon thirty (30) calendar days' notice to the Union. If established, pay day shall fall on every other Friday. If the designated pay day falls on a holiday, pay checks will be available for distribution the day preceding the holiday. However, no employee shall lose any wages or benefits accruing under this Agreement as a result of the change from semi-monthly to by-weekly pay periods. Each check shall have a stub, or duplicate, itemizing all legal and authorized deductions, hours worked, rate of pay for straight time and overtime hours worked.

11. UNION MEMBERSHIP AND DUES

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

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

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

- 11.2 No employee shall be discriminated against for the upholding of Union principles, and any employee who heeds the instructions of the Union, or who serves on a committee, shall not lose his position or be discriminated against for this reason. The Union shall not discourage any employee from carrying out his work assignment for the City.
- 11.3 The Employer agrees that he will not in any manner, directly or indirectly, attempt to interfere between any of the employees covered under the terms of this Agreement and the Union, and that he will not in any manner, restrain or attempt to restrain any employee from belonging to the Union or from taking an active part in Union affairs, and that it will not discriminate against any employee because of the employee's Union membership or lawful Union activity.
- 11.4 All employees covered by this Agreement shall be required as a condition of continued employment, to apply for and become members of, and to maintain membership in the appropriate craft union within thirty-one (31) days following the beginning of their employment or the effective date of this Agreement, whichever is later.
- 11.5 The City will within five (5) working days after receipt of written notice from the Union discharge any employee who is not in good standing in the union as required in Section 11.4. If the employee signs an authorization to the City to withhold working dues and pays his initiation fee and monthly dues to the union before the expiration of the five (5) working days, he shall be considered in good standing with the union, and not be discharged for that reason.

12. HIRING HALL

- 12.1 The Union agrees to maintain a hiring hall and to solicit qualified workers, both Union and non-Union, in order to fill necessary requisitions for workers. The Employer agrees to use the services of such hiring hall and will call upon the Union to furnish all the qualified workers he may require in the classifications herein mentioned, subject to the following terms and conditions.
- 12.2 Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, By-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.
- 12.3 The Employer retains the right to reject any job applicant referred by the Union. The employer will apply the terms of its current nepotism policy, as provided in the Fairbanks General Code. [ta2/6/09](#)
- 12.4 All employees covered by this Agreement, that operate heavy equipment and packers shall be required, as a condition of employment, to possess and maintain a Commercial Driver's License as required by law. The City will annually reimburse permanent employees for the cost of renewal of any licenses or training required by law or required by the City to perform their duties while in City employ, with the exception of personal drivers licenses.
- 12.5 The Union agrees that it will not discriminate against non-Union workers in referring workers to the Employer, and the Employer agrees that it will not discriminate against Union workers in selecting job applicants referred to it by the Union.
- 12.6 The Union and the Employer agree to post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of these hiring arrangements.
- 12.7 In the event the Union is unable to supply the Employer with qualified workers when called upon by the Employer within seventy-two (72) hours, exclusive of Saturdays, Sundays, and holidays, the Employer may procure workers from other sources; provided, however, that in such instances the Employer shall furnish the Union with the names of workers, their classifications and date of hiring.

13. SENIORITY

- 13.1 Seniority shall be established by craft for the following seniority groups:
- (a) laborer

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

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

- 13.2 Lay-offs due to reduction in force shall be made in reverse order of seniority subject to Section 13.1. In rehiring, seniority shall apply. When calling back laid-off employees, the City will recall, through the Union, the employees in the proper order of seniority recall rights.
- 13.3 Promotions, including promotions to newly created jobs, and reclassification to positions of different responsibilities shall be in order of seniority, provided the employee is qualified and competent to perform the work in the proposed classification. This provision shall not apply to the selection of General Foreman and Office Manager (if these two positions used), or Craft Supervisor Foreman. Lead worker and Craft Supervisor Foreman shall be selected by the City from among the regular permanent employees. The City shall be the judge of the employee's qualifications and competency.
- 13.4 Employees under this Agreement shall be allowed to transfer into another bargaining unit with the City, provided they are qualified to perform the work and the position vacancy has been first offered to existing employees in that bargaining unit and no employees are interested or qualified. It is understood that such transferring shall be within the appropriate Unions and all parties in the bargaining unit(s) concur. Employees transferred thus shall carry continuous service credits (longevity) but will lose division or unit seniority.
- 13.5 City seniority shall be terminated and the employer-employee relationship shall be severed by the following conditions:

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

- 13.6 In the event an employee is not worked in his rightful position of seniority pursuant to Section 13.1, 13.2 and 13.3, he shall be compensated in the amount that was earned by the employee who has worked in his stead, unless otherwise mutually agreed upon by the Union and the Employer.
- 13.7 Each new employee shall be hired as a probationary employee and shall not have seniority until the end of a probationary period of one hundred eighty (180) days, unless the employee has worked in a position in the bargaining unit within eighteen (18) months of the appointment. The employee who has worked in a position in the bargaining unit within eighteen (18) months of the appointment shall have his probationary period reduced by the amount of time he has worked in a position in the bargaining unit within eighteen (18) months of his appointment, but in no case shall the probationary period be less than ninety (90) calendar days. Upon completion of such period, the employee shall have seniority from date of hire with full accrual of personal leave. A probationary employee shall not be terminated for the sole purpose of defeating the accrual of such.

14. LAY-OFF AND DISCHARGE

- 14.1 When an employee is terminated, or effects a separation, he shall be paid all accrued earnings in accordance with State law, or within forty-eight (48) hours, whichever is earlier, excluding Saturday, Sunday and holidays.
- 14.2 Written notice of lay-off will be given to the affected employees by the Employer. Employees having less than ninety (90) days continuous service shall receive two (2) days' notice prior to termination. The employees having ninety (90) days continuous service but less than twelve (12) months continuous service shall receive six (6) working days' notice prior to termination. Employees having twelve (12) months or more continuous service shall receive twelve (12) working days' notice. In instances where notice is not given by the Employer prior to termination, the employee shall receive in lieu thereof, pay at the basic rate for the time established herein. Employees effecting a separation without prior notice to the Employer shall forfeit severance pay. Temporary employees hired for twenty-one (21) days or less will receive twenty-four (24) hours of notification prior to termination.

15. SHOP STEWARD

- 15.1 A Shop Steward shall be appointed from among the employees of the Employer at any given point by the Union at the Union's discretion and shall

be the last employee terminated unless such employee is discharged for cause.

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

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

16. JURY DUTY

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

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

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

17. SAFETY

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

17.2 The employer shall furnish such safety equipment as is necessary for the safety of the employees. Safety devices and first-aid equipment as may be

needed for safety and proper emergency medical treatment, shall be provided and be available for employees working under adverse conditions.

- 17.3 When any work is being done in a manhole, there shall be an employee stationed at the street level as a minimum safety precautionary measure in accordance with "Alaska State General Safety Code" regulations and City of Fairbanks Safety Policy Manual.
- 17.4 A Safety and First-Aid Program, as required by the State Safety Code, shall be instituted and regular safety meetings for each department shall be held once each month during working hours, without loss of pay to the employee.
- 17.5 It shall not be considered a violation of this Agreement where employees refuse to work with or ride in unsafe equipment or where safeguards are not provided, or when the facilities are not being maintained in a reasonable sanitary condition.
- 17.6 It is agreed that when one (1) employee is on shift alone the employees supervisor will call to check on the employee should the employee fail to report every two (2) hours. It will be the employee's responsibility to notify public works dispatch that he is working alone that shift. Nothing in the section applies to work in a confined space or other hazardous conditions.

18. **TRAINING - EMPLOYEE UPGRADING**

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

The Employer may utilize training courses, technical publications, specifications and training schools of equipment manufacturers and vendors, as the Employer deems necessary, to develop and upgrade their employees to the state of the art skills regarding the latest products, equipment, systems and their operation, maintenance and repair. When specialized training is provided by the employer seniority will be considered when offering such training to employees. When training for a specialized skill is provided by the City to a junior employee, senior employees will not be laid off because they lack such specialized skill. When an employee is sent for special training or to work outside the Fairbanks North Star Borough the Employer will pay all authorized expenses as provided in the Travel Policy effective 9/3/2013. Upon prior written approval the costs for any training beneficial to job requirements and after satisfactory completion will be reimbursed to the employee.

19. MAINTENANCE OF PRIVILEGE AND REMUNERATION

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

19.1 Shift premiums for classification under this contract will be five percent (5%) for swing shift and five percent (5%) for a work week which includes work on Saturday. Ten percent (10%) for graveyard shift and ten percent (10%) for a work week that includes work on Sunday.

20. MISCELLANEOUS

20.1 The parties agree that all permanent employees hired prior to January 1, 1996 will receive longevity pay on the basis of three percent (3%) of the employee's basic wage rate for three (3) years of service, and an additional one percent (1%) for each year's service thereafter up to a maximum \$2.72 dollars an hour without regard to any changes in the CPI.

Permanent employees hired after January 1, 1996 shall not receive longevity pay as specified in the preceding paragraph.

20.2 Mechanics, carpenters, and electricians shall furnish their own tools and provide a complete inventory, but shall not be required to furnish special tools as follows: Air or electric wrenches, gear and bearing pullers, electric drills, reamers, taps dies, oxyacetylene hoses, gauges, torches and tips, thirty-six inch pipe wrenches, socket wrench drives over 3/4", wrenches over 2", coffin hoists, hydraulic jacks, etc. The Employer agrees to reimburse employees for tools lost provided that such loss was not intentional or due to recklessness. Such reimbursement shall be for the full amount of the prior agreed inventory of such tools lost, and will be based upon the current price for tools of the same brand. Such tools will be replaced with tools of the same brand. Tools broken in the course of employment shall be replaced with tools of the same brand at no cost to the employee, provided the broken tool is turned in to the Employer and further provided that such damage was not intentional or due to recklessness.

20.3 PARKING. The City will make every effort to provide adequate parking facilities and electrical connections for head-bolt heaters at existing

installations. Such facilities shall be provided at any newly constructed installation.

- 20.4 Upon the proper written authorization by an employee, the City agrees to deduct the amount so designated from the employee's wages and submit the amount so indicated to the appropriate union's political, educational or charitable committee. Forms shall be supplied by the employee's union. Such amount shall be submitted to the union on the fifteenth (15) day of the month following the month in which the deductions were made.
- 20.5 (a) Except in the case of an emergency, Employer agrees to refrain from transferring work normally being performed by employees in job classifications falling within the scope of this agreement to any supervisor or unrepresented position unless mutually agreed upon between the employer and the union. The foregoing shall not operate to prohibit the employees of a manufacturer or supplier from warranty work, trouble-shooting or working on equipment or apparatus supplied or leased to the Employer. No regular employee shall be laid off, terminated, or discharged by the Employer as a result of the Employer sub-contracting any work currently performed by the bargaining unit.
- (b) Efforts by community groups, such as Festival Fairbanks or the Downtown Association, to improve the community are encouraged and supported by both the Employer and the Union. Such efforts will not result in the layoff of any craft employees.

21. PERSONNEL RECORDS

- 21.1 An employee's personnel record shall include, but shall not be limited to, the employee's application, reports of results of employment investigations, reports of work performance, progress and disciplinary actions, personnel actions and survivor benefit forms. The employee's personnel file shall be maintained by the City Mayor or designee.
- 21.2 Employees shall be given access to their personnel file upon reasonable request. Copies of additions or other date changes to their individual personnel files shall be provided to the employee upon request and upon reasonable time notifications.
- 21.3 Personnel records will not be used as a private dossier on employees nor shall they contain any materials which an employee has not seen.
- 21.4 Recognizing the employers need to discipline and the employee's desire for fair and equal discipline the employer agrees to remove letters of reprimand, not related to public safety, from an employee's personnel file twenty four (24) months after being placed in such file.

22. TEMPORARY EMPLOYEES

- 22.1 A temporary employee is one who is called for occasional work or for a limited period not to exceed eight calendar months in any year. Unless mutually agreed otherwise by the Union and the City, at the end of this period the employee shall be placed in a regular position or laid off. The City agrees it will not attempt to bypass this section by using layoffs/rehires to circumvent the intent of the eight month maximum.
- 22.2 (a) Temporary employees shall be paid in accord with Schedule "A" for their classification, plus per hour pension contributions and Health & Welfare (H&W) contributions, and be paid overtime as provided in Section 6.3. Temporary Employees that work one hundred (100) hours or more in a month may elect to make a monthly H&W contribution. When a participating temporary employee per hour H&W contribution is less than the monthly H&W contribution then the difference shall be deducted from their gross pay as a payroll deduction. Either party may elect to re-open negotiations on the temporary employee H&W deduction option after 12 months of the effective date of this agreement.
- (b) Whenever temporary employees are needed under this provision, the City shall first attempt to contact and hire their trained and experienced temporary workers before hiring workers new to the City system. Should such workers decline employment, or not be available for employment, the City shall contact the appropriate hiring hall for referrals.
- 22.3 Temporary employees shall not accrue seniority, be paid for unworked holidays holiday pay, or receive paid personal leave, but shall be eligible for unpaid leave upon mutual agreement.
- 22.4 Temporary employees shall not be hired if there is a permanent employee of the appropriate craft on lay-off who has seniority recall rights and is available.
- 22.5 Temporary employees shall be considered for regular positions which are created or become vacant after the position has been closed to all regular employees and before the City places a call to the Union.

23. SCHEDULE "A" WAGES

- 23.1 In 2014 On January 1 2014, employees shall be compensated as provided in the attached Appendix "A", which provides a one and a half (21.5%) percent increase to over the 2013 package rate, after certain adjustments which are shown. Additionally the Trade Specialist classifications shall receive a one time fifty (\$0.50) cent adjustment to their total package rate. By January 31, 2014, r Regular employees employed on the date of mutual ratification shall

receive a "signing" payment of nine hundred thirteen dollar (\$913.00) dollar less IRS tax withholdin with dues but without health & welfare contribution deduction.

23.2 ~~(A)~~ Except as provided in this section, ~~Each~~ each Local may allocate the package rate to wages, pension and health and welfare as it sees fit.

~~B.~~ The 2014 package rate for each covered classification will be increased by 1.4% on _____, 2014 (the first day of the _____ payroll period in 2014).

~~C(A):~~ Each of the AFL-CIO Joint Craft member unions will allocate sufficient ~~-~~ funds from the package rate to comply with the requirements of law regarding minimum and maximum health care funding and laws regarding pension funding.

~~D(B):~~ The package rate for member union employees whose pension plan is found to be critically underfunded ("red zone") under the terms of the Pension Protection Act of 2006, as may be amended, will be adjusted. Addendum No. 1 to this agreement applies to Teamster member employees. Addendum No. 1 is hereby incorporated into this agreement and equivalent Addenda will be included should other member unions pension plans be determined to be critically underfunded.

~~(C)~~ Application of the Package Rate Concept. The parties recognize that computing a full package rate, in which actual wages, health care and pension costs are computed on the basis of annual compensable hours, is a more accurate method of reflecting the actual cost to the City. The parties agree that future percentage increases will be applied to the package rate.

23.3 This agreement is effective until December 31, ~~2013-2016~~ PROVIDED THAT the parties agree to reopen negotiations on economic issues only for ~~2012-2015~~ and ~~2013-2016~~. Such negotiations will commence in October of ~~2011-2014~~ for ~~2012-2015~~ and ~~2012-2015~~ for ~~2013-2016~~. The parties agree to utilize mediation and arbitration if the re-opened negotiations result in impasse.

23.4 Packer Driver, Lead, Foreman, General Forman, Office Manager, and Dispatcher Pay Rates:

~~(A)~~ Packer Drivers/Leads hired after 1/1/2010 shall receive a wage premium of five percent (5%), or a one dollar and twenty-two cents (\$1.22), whichever is greater. Foreman hired after 1/1/2010 shall

receive a wage premium of ten percent (10%), or a two dollar and forty-four cents (\$2.44), whichever is greater.

(B) Current Packer Drivers/Leads and Foreman, or Regular employees hired prior to and continuously employed before prior to 1/1/2010 shall be grandfathered in at the wage premiums that were in effect prior to 1/1/2010.

(C) The Office Manager positions, if used by the City, will be paid at a wage rate to be agreed upon by the City and Union in light of the skills and qualifications of the selected employee(s). The IUOE Dispatcher shall be paid at ninety (90%) percent of scale.

Agreement ratified by Union membership on _____ and approved by the City Council by approval of Ordinance 5930 on _____.

SIGNED FOR THE FAIRBANKS
AFL-CIO CRAFTS COUNCIL:

SIGNED FOR THE CITY OF
FAIRBANKS:

Lake Williams,
President AFL-CIO Crafts Council

Jerry Cleworth
Mayor, City of Fairbanks

Date: _____

Date: _____

Kevin Pomeroy
Business Manager, Laborers 942

Patrick B. Cole
Chief of Staff

Laird Grantham
Business Representative, Teamster 959

Michael Schmetzer
City Engineer/Public Works Director

Rodney Brown
Business Manager, Pipefitters 375

Addendum No. 1 Regarding Teamster Employees

1. Under Article 23.2 of the CBA between the City and the Crafts Council, each Local retains the right to allocate the negotiated package rate to wages, pension and health and welfare as it sees fit. Because certain provisions of the Pension Protection Act of 2006 have been triggered by the determination that the Alaska Teamster-Employer Pension is a critically underfunded ("red zone") plan, the parties recognize that it is mutually beneficial for the CBA to limit the discretion of the Teamster Local under Article 23.2.
3. The Teamsters and the City of Fairbanks have agreed to adopt the Rehabilitation ("Preferred") Plan with 5-year phase in – Supplemental Employer Contribution Schedule which provides for a supplemental pension contribution beginning with the implementation of the 2014 Wage Re-Opener of _____ of the current pension contribution rate of \$ _____ /hour (\$ _____ /hour) and % of the current rate (\$ _____ /hour) beginning on /1/2014.
4. The package rate increases set out in the 2014 CBA include funding for supplemental contributions to the Alaska Teamster-Employer Pension made pursuant to the Rehabilitation Plan referenced in paragraph 3 and are intended to represent the City's total cost for providing pension contributions, including supplemental contributions, to the Alaska Teamster-Employer Pension during the term of this agreement. No portion of the package rate increase may be allocated to any other purpose unless and until contributions and supplemental contributions to the Alaska Teamster-Employer Pension Plan have been satisfied. If the Alaska Teamster-Employer Pension requires any contributions that are in excess of these amounts, or, if the Alaska Teamster-Employer Pension fails to meet the minimum contribution requirements established by law, resulting in the imposition of an excise tax, the package rate referred to in paragraph one shall be immediately reallocated by an equivalent amount to pay for the increased contributions and/or the excise tax.
5. The Public Employment Relations Act (PERA) limits collective bargaining agreements between a public employer and its employees to a maximum of three years [AS 23.40.210(a)]. The parties recognize that, unless the Alaska Teamster-Employer Pension emerges from critical status before the expiration of the current CBA on _____, future agreements will require supplemental contributions under the Supplemental Employer Contribution Schedule. The parties agree that all future increases in supplement pension contributions will be built into the package rate and paid to the Alaska Teamster-Employer Pension Trust from package rate funds.
6. If at any point, the Alaska Teamster-Employer Pension Plan emerges from its "red zone" status and the City is no longer required to make supplemental contributions under a rehabilitation plan, the allocation restriction imposed on the Teamster Local shall be lifted.

ORDINANCE NO. 5931

**AN ORDINANCE TO AMEND FAIRBANKS GENERAL CODE CHAPTER 14
BUSINESSES, ARTICLE VII MASSAGE PRACTITIONER LICENSES**

WHEREAS, the City Code pertaining to massage practitioners is outdated in areas; and

WHEREAS, online criminal background checks are now available which provide instant results and a more thorough nationwide criminal history search; and

WHEREAS, the proposed changes will make the Code pertaining to massage practitioners more consistent with other Code sections governing occupational licensing; and

WHEREAS, the proposed changes will streamline the application process, will provide instant results for applicants, and will be less costly for applicants,

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

SECTION 1. Fairbanks General Code Chapter 14, Article VII is amended as follows [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font]:

ARTICLE VII. - MASSAGE PRACTITIONERS LICENSES

Sec. 14-251. - Definitions.

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

Adult-oriented establishment or *adult business* means adult bookstores, adult motion picture theaters, escort services, or similar type business where, by the nature of the business, minors under the age of 18 are denied entry, or businesses which are prohibited by law from having minors or unaccompanied minors on the premises for reasons other than the sale of alcoholic beverages.

Massages or related therapies means the application of a system of manipulations to the muscular structure and soft tissues of the human body for the purposes of stress reduction, the release of muscular tension, and/or general preventative wellness. Massages or related therapies may include but are not specifically limited to stroking, kneading, tapping, compression, vibration by hand or mechanical device, rocking, friction, pressure, and those techniques based on manipulation or the application of pressure to the muscular structure or soft tissues of the human body, which may also include nonforceful passive or active movement and/or the application of techniques intended to affect the energetic systems of the body. The use of oils, lotions, powders, herbal preparations or other lubricants may also be included.

Sec. 14-252. - License required.

- (a) No person may perform massages or related therapies for remuneration without first obtaining a massage practitioner license from the city clerk. ~~Application for a massage practitioner license shall be made to the city clerk in such form as the city clerk may prescribe.~~
- (b) ~~The applicant shall submit a current criminal history report for the past five years obtained from the state department of public safety if a state resident or, if not, a current record obtained from the state or residency.~~
- (e**b**) The city clerk shall issue a massage practitioner license if the city clerk determines that the applicant meets the minimum requirements, **is 18 years of age or older**, and is not prohibited from obtaining such license.
- (d**e**) Specifically excluded from the licensing requirements of this section are:
- (1) Students enrolled in a training program and under the direct supervision of a school accredited by the state board of education or approved by the state commission on post-secondary education.
 - (2) Training rooms of recognized professional or amateur athletic teams.
 - (3) Licensed health care facilities.
 - (4) Licensed practitioners of chiropractics, osteopathy, orthopedics, physical therapy, occupational therapy, podiatry or medicine.

~~Sec. 14-253. - Minimum requirements for license~~ **Application for license; standards for issuance of license; renewals.**

(a) Applications for new licenses and license renewals issued under this article shall be made upon forms prepared and made available by the city clerk and shall state:

- (1) The full name, date of birth, residence, and five-year employment history of the applicant.**
- (2) Whether the applicant is a citizen of the United States.**
- (3) A specific description of the location of the principal place of business of the applicant.**
- (4) An eight-year history of residency of the applicant.**
- (5) Such other information as the city clerk may find reasonably necessary to effectuate the general purpose of this article and to make a fair determination of whether the terms of this article have been complied with.**

(a) A massage practitioner license may only be issued to an applicant who meets at least two of the following minimum requirements and submits documented proof thereof:

- (1) Graduation from a state-approved post-secondary education school of massage or other massage training program which requires the successful completion of a program of at least 350 hours of supervised instruction;
- (2) Current professional class membership in a recognized national professional massage organization whose members are pledged to a code of ethics;
- (3) Current certification by the National Certification Board for Therapeutic Massage and Bodywork or its successor ~~or a national certification program meeting similar standards;~~
- (4) Has, within three years of application, been licensed as a massage practitioner in another state or country that regulates massage practitioners and has not had that license suspended or revoked; or
- (5) Has, within five years of application, had two years' or more experience as a massage practitioner. The applicant must supply verification of such experience to the city clerk in the form of two notarized statements from persons having personal knowledge of the applicant's experience. Experience is defined as a minimum of part-time status of 20 hours weekly or 400 hours in a one-year period.

~~(b) A massage practitioner license shall not be issued to anyone who:~~ **Except as otherwise provided in this subsection, the applicant must not have had a felony conviction within eight years or a misdemeanor conviction within four years of:**

- ~~(1) Is not at least 18 years of age;~~ **Prostitution or promotion of prostitution;**
- ~~(2) Is addicted to or a habitual user of illegal drugs or narcotics;~~ **Any offense under AS Title 11, Chapter 71 Controlled Substances;**
- ~~(3) Has been convicted of any misdemeanor involving assault or dishonesty within three years of the date of application;~~ **Any felony or misdemeanor which includes as an element the use or threat of force upon a person;**
- ~~(4) Has been convicted of any felony within five years of the date of application; or~~ **Burglary, felony larceny, fraud or embezzlement;**
- ~~(5) Has been convicted at any time of a crime involving sexual misconduct.~~ **Any sexual offense; or**
- (6) Two separate felony convictions of any type during the time indicated in 14-253(c).**

(d) The applicant must not be addicted to the use of intoxicants or narcotics; must be of good moral character and repute; and must not be a sex offender or kidnapper subject to the registration requirements of AS Title 12, Chapter 63.

(e) The City Clerk's Office shall procure an online criminal history report for each applicant, the cost of which shall be included in the massage practitioner application fee. Both the application fee and the biennial license fee for all new licenses and renewals will be set forth in the city's schedule of fees and charges for services.

(f) All licenses issued under this article shall be for a term of two years and shall not be transferrable.

Sec. 14-254. - Requirements for massage businesses.

(a) Every establishment in the business of providing massages or related therapies must have a valid **city and** state business license.

(b) Every establishment in the business of providing massages or related therapies shall be maintained and operated in a safe and sanitary manner.

(c) Massages and related therapies shall only be performed by persons holding a valid massage practitioner license issued by the city.

(d) No establishment in the business of providing massages or related therapies may be connected by any means of ingress or egress with premises occupied by an establishment selling or dispensing alcoholic beverages, or connected by any means of ingress or egress with premises occupied by an adult-oriented establishment or adult business.

Sec. 14-255. - ~~Cause for suspension or revocation of license~~Denials, revocations and appeals.****

~~(a) A massage practitioner license shall be suspended by the city clerk if the licensee is charged with a crime which would be cause for denial of an application for the license. The suspension shall continue until the licensee is acquitted of the crime charged or such charge is dismissed.~~

Denials. If all the criteria as outlined in this article are not satisfied, the city clerk shall deny the application for a massage practitioners license.

Revocations. If at any time the licensee fails to comply with the requirements of this article; or makes a false statement in their application; or at any time fails to meet those qualifications required to obtain a license, the license may be revoked.

~~(b) A massage practitioner license shall be revoked by the city clerk if the licensee:~~

~~(1) Engages in the business of providing massages or related therapies while his license is suspended;~~

~~(2) Made a material false statement in his application for a license; or~~

~~(3) Is convicted of any crime which would be cause for denial of an application for the massage practitioner license.~~

Appeals.

(a) An applicant claiming a factual or clerical error must provide any relevant document to the city clerk at which time the city clerk, upon verification, may reverse the license denial.

(b) The city council may consider appeals of an applicant whose application for a massage practitioner license has been denied by the city clerk. The city council may, for good cause, waive compliance with the requirements of 14-253(c), except that the city council will not consider an appeal if the reason for the denial is a conviction for a sexual offense or for a felony drug offense within the time indicated in section 14-253(c) or if the applicant has more than one conviction for offenses listed in section 14-253(c)(1)-(6) within the time indicated.

~~(c) The revocation period shall be for six months for a first time revocation. The revocation period for a second revocation shall be one year. The revocation period for any additional revocations shall be five years. After the revocation period has elapsed, the licensee must request reinstatement and, if otherwise qualified, shall have his license reinstated.~~

Sec. 14-256. – Fees Reserved.

~~The fee for a massage practitioner license is set forth in the city's schedule of fees and charges for services.~~

SECTION 2. That the effective date of this Ordinance shall be the ____ day of October 2013.

Jerry Cleworth, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul J. Ewers, City Attorney

ORDINANCE NO. 5932

**AN ORDINANCE TO AMEND FAIRBANKS GENERAL CODE CHAPTER
14 BUSINESSES, ARTICLE IV PRIVATE DETECTIVES LICENSES**

WHEREAS, the City Code pertaining to private detectives is outdated in areas; and

WHEREAS, online criminal background checks are now available which provide instant results and a more thorough nationwide criminal history search; and

WHEREAS, the proposed changes will make the Code pertaining to private detectives more consistent with other Code sections governing occupational licensing; and

WHEREAS, the proposed changes will streamline the application process, will provide instant results for applicants, and will be less costly for applicants; and

WHEREAS, the City no longer enforces the fingerprinting requirement for any occupational license,

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

SECTION 1. Fairbanks General Code Chapter 14, Article IV is amended as follows [new text in **bold/underline** font; deleted text in ~~striketrough~~ font]:

Sec. 14-121. - Definitions.

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

Private detective means any person who accepts employment for hire, fee or reward to furnish or supply information as to the personal character, actions or identity of any person or as to the character or kind of business or occupation of any person. The term shall not include within its meaning a private investigator employed exclusively for one employer in connection with a business of **a** collection agency. The term shall not include a detective or officer belonging to the law enforcement agencies of the United States or of ~~any~~**the** state, ~~county~~**borough** or city.

Sec. 14-122. - License required.

(a) No person shall operate as a private detective in the city without first obtaining a **private detective** license from the city clerk **and a business license from the State of Alaska and the City of Fairbanks.**

(b) The city clerk shall issue a private detective license if the city clerk determines that the applicant meets the minimum requirements, is 18 years of age or older and is a natural-born or a fully naturalized citizen of the United States.

Sec. 14-123. - Application for license; standards for issuance of license; renewals.

(a) ~~Contents.~~ Applications for new licenses and license renewals issued under this article shall be made upon ~~blank~~ forms prepared and made available by the city clerk and shall state:

- (1) The full name, age ~~date of birth~~, residence, ~~present and previous occupations~~ **and five-year employment history** of the applicant.
- (2) Whether the ~~person signing the application~~ **applicant** is a citizen of the United States.
- (3) A specific description of the location of the principal place of business of the applicant.
- (4) The number of years **of** experience the applicant has had as a private detective or in related fields.
- (5) ~~The length of time the applicant has been a bona fide resident of the state immediately preceding the filing of the application~~ **An eight-year history of residency of the applicant.**
- (6) Such other information as the city clerk ~~shall~~ **may** find reasonably necessary to effectuate the general purpose of this article and to make a fair determination of whether the terms of this article have been complied with. ~~The applicant shall also submit a current criminal history report obtained from the state department of public safety if a state resident or, if not, a current record obtained from the state of residency, and a current driving record.~~

~~(a) Fingerprints and photograph. The application required under this section shall be accompanied by a full set of fingerprints and a recent photograph, which will thereupon be forwarded to the Federal Bureau of Investigation, Identification Service, for search and comparison purposes.~~

~~(b) Application fee. An application for a new license shall be accompanied by a fee as set forth in the city's schedule of fees and charges for services. An application for license renewal shall be accompanied by fee in half the amount provided for an application for a new license.~~

(b) Except as otherwise provided in this subsection, the applicant must not have had a felony conviction within eight years or a misdemeanor conviction within four years of:

(1) Prostitution or promotion of prostitution;

(2) Any offense under AS Title 11, Chapter 71 Controlled Substances;

(3) Any felony or misdemeanor which includes as an element the use or threat of force upon a person;

(4) Burglary, felony larceny, fraud or embezzlement;

(5) Any sexual offense; or

(6) Two separate felony convictions of any type within 8 years.

(c) The applicant must not be addicted to the use of intoxicants or narcotics; must be of good moral character and repute; and must not be a sex offender or kidnapper subject to the registration requirements of AS Title 12, Chapter 63.

(d) The City Clerk's Office shall procure an online criminal history report for each applicant, the cost of which shall be included in the private detective application fee. Both the application fee and the biennial license fee for all new licenses and renewals will be set forth in the city's schedule of fees and charges for services.

(e) All licenses issued under this article shall be for a term of two years and shall not be transferrable.

Sec. 14-124. - ~~Investigation~~Reserved.

~~Within 20 days after receipt of an application as provided for in this article, the city clerk shall cause an investigation to be made of the applicant and his proposed operation.~~

Sec. 14-125. - ~~Standards for issuance of license~~Reserved.

~~The city clerk shall issue a license under this article when he finds that:~~

~~(1) The applicant has never been convicted of any felony or any offense involving decency or moral turpitude.~~

~~(2) The applicant is a natural born or a fully naturalized citizen of the United States.~~

~~(3) The applicant does not believe in or advocate the overthrow of the government of the United States or of the state by force or violence and is not a member of any organization or party which believes in or teaches directly or indirectly the overthrow of the government of the United States or of the state by force or violence.~~

Sec. 14-126. - ~~Standards applicable to employees~~Reserved.

~~All employees of any person having or applying for a license under this article shall meet the standards set forth in section 14-125 and shall be subject to all regulations of this article.~~

Sec. 14-127. - ~~Notice of rejection~~Reserved.

~~The city clerk shall act upon the application for a private detective's license within 20 days after its filing. If the city clerk disapproves the application, he shall mail to the applicant~~

~~within ten days after the date upon which the application was filed a notice of his action, stating the reasons for his denial of the permit.~~

Sec. 14-128. – Denials, revocations and Appeals procedure.

~~Any person aggrieved shall have the right to appeal the denial of a private detective's license to the city council. The appeal shall be taken within ten days after notice. The city council shall act upon the appeal within 15 days after its receipt.~~

Denials. If all the criteria as outlined in this article are not satisfied, the city clerk shall deny the application for a private detective license.

Revocations. If at any time the licensee fails to comply with the requirements of this article; or makes a false statement in their application; or at any time fails to meet those qualifications required to obtain a license, the license may be revoked.

Appeals.

(1) An applicant claiming a factual or clerical error must provide any relevant document to the city clerk at which time the city clerk, upon verification, may reverse the license denial.

(2) The city council may consider appeals of an applicant whose application for a private detective license has been denied by the city clerk. The city council may, for good cause, waive compliance with the requirements of 14-123(b)(1)-(6), except that the city council will not consider an appeal if the reason for the denial is a conviction for a sexual offense or for a felony drug offense within the time indicated in section 14-123(b) or if the applicant has more than one conviction for offenses listed in section 14-123(b)(1)-(6) within the time indicated.

Sec. 14-129. – License feeReserved.

~~A license shall be issued to a successful applicant upon payment of a fee as set forth in the city's schedule of fees and charges for services~~

Sec. 14-130. - Conditions of licensingReserved.

~~(a) *Transferability.* Licenses issued under this article shall not be transferable.~~

~~(b) *Revocation and suspension.* Licenses issued under this article shall be subject to revocation or suspension by the city clerk for violation of any of the provisions of this article or misconduct by the licensee or his employees, after reasonable notice and an opportunity to be heard has been given the licensee. The city clerk shall immediately notify any licensee, by personal service, of such suspension or revocation.~~

~~(c) *Renewal.* The city clerk shall issue renewal licenses to all licensees whose licenses have not been suspended at the time the licenses have expired, upon payment of the license fee.~~

~~(d) Term of license. All licenses issued under this article shall be for a term of two years.~~

Sec. 14-131. - Bond required.

(a) No license shall be issued under this article unless the applicant files with the city a surety bond executed by such applicant with two or more sureties, or by a surety company authorized to do business in the state, in the sum of \$10,000.00, or such other financial security as may be approved by the city attorney, conditioned upon the careful, faithful and honest conduct of the services to be performed by the applicant or his employees. Such bond shall be approved by the city attorney as to form, execution and sufficiency of sureties. For an out of state applicant who is not licensed as a private detective in at least two other states, the bond shall be \$20,000.00.

~~(b) Protection to public. The bond or approved security required in this section shall be taken in the name of the people of the city; and every person injured by the negligent, willful, malicious or wrongful act of the principal, his agent, servant or employee, or in the conduct of business of a private detective, may bring an action on the bond in his own name to recover damages for such negligent, willful, malicious or wrongful act.~~

~~(c) Suspension of license on failure of security. The city clerk shall suspend any license when the bond or other approved financial security required in this section has lapsed or is reduced by reason of a judgment, or for any other reason is no longer in full force and effect.~~

Sec. 14-132. - ~~Promulgation of regulations by city clerk~~ Reserved.

~~The city clerk shall have the authority to enact and enforce reasonable rules and regulations for the operation of private detectives in the interest of public safety, morals and welfare and to effectuate the general purpose of this article.~~

Sec. 14-133. - Duties of licensee.

~~(a) Carry and post license certificate. Licensees under this article shall cause a certificate of such license to be displayed at all times in a conspicuous place in or on their places of business described in such licenses. Each licensee shall carry on his person at all times, when performing services as a private detective, a certificate copy of the license issued under this article.~~

~~(b) Impersonation of state police officers. No private detective licensed under this article shall impersonate or hold himself out as a peace officer of this state; nor shall a private detective operate or permit to be operated a motor vehicle with a siren, blinker light or with any insignia bearing likeness to the insignia used by peace officers of this state.~~

SECTION 2. That the effective date of this Ordinance shall be the ____ day of October 2013.

Jerry Cleworth, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:


Janey Hovenden, CMC, City Clerk

Paul J. Ewers, City Attorney

City of Fairbanks



MEMORANDUM

To: City Council Members
From: Jerry Cleworth, City Mayor 
Subject: Request for Concurrence – FNSB Planning Commission
Date: September 30, 2013

One of the three seats the City is entitled to on the FNSB Planning Commission is expiring at the end of this year. Mr. Robert Fox was appointed to the Commission on September 9, 2013 to fill a vacancy and finish the term of Mr. Tom Marsh. I hereby request your concurrence:

I request your concurrence to the **re-appointment** of the following citizen:

Mr. Robert Fox Term to expire: December 31, 2016

Thank you.

DDS/

City of Fairbanks



MEMORANDUM

To: City Council Members
From: Jerry Cleworth, City Mayor
Subject: Request for Concurrence – Board of Plumber Examiners
Date: October 3, 2013

One member of the board, Mike Patrick, is relocating out of state and will not be returning. Mr. Patrick's term on the board expires on June 30, 2015.

To fill the vacancy on the board, I hereby request your concurrence to the **appointment** of the following citizen:

Seat B: Mr. Michael Davis Term to expire: June 30, 2015

Mr. Davis' application is attached.

Thank you.

DDS/