

ASSEMBLY

Karl Kassel, Presiding Officer
John Davies, Deputy Presiding Officer
Van Lawrence
Diane Hutchison
Christopher Quist
Janice Golub
Guy Sattley
Kathryn Dodge
Lance Roberts

BOROUGH MAYOR

Luke T. Hopkins

BOROUGH ATTORNEY

René Broker

BOROUGH CLERK

Nanci Ashford-Bingham, MMC

FAIRBANKS NORTH STAR BOROUGH

Regular Assembly Meeting

March 26, 2015

Mona Lisa Drexler Assembly Chambers

6:00 PM

1. **CALL TO ORDER**
2. **NON-SECTARIAN INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **REQUEST FOR REMOVAL OF ITEMS FROM THE CONSENT AGENDA AND ANY OTHER PROCEDURAL MOTIONS.**
6. **CITIZEN'S COMMENTS – Limited To Three (3) Minutes (Citizen's Comments shall recess at 6:50 p.m. for public hearing)**
 - a. A citizen may speak on agenda items not scheduled for public hearing (Memorandums, Bid Awards, Unfinished Business (items postponed from previous meetings, reconsideration, or notice of intent to rescind), Resolutions, or Ordinances being advanced to a public hearing on a different date). Citizens' comments on board of adjustment matters are not permitted.
 - b. Items that are not scheduled on the agenda.

7. APPROVAL OF AGENDA AND CONSENT AGENDA

(Approval of the consent agenda passes all routine items indicated by an asterisk (*) on the agenda. Consent agenda items are not considered separately unless an Assemblymember(s) so requests. Note: If the consent item to be removed is an ordinance up to be introduced, advanced, or referred, it takes two Assemblymembers to remove the item from the consent agenda. In the event of such a request, the item is returned to the general agenda.)

8. APPROVAL OF MINUTES

NONE

9. COMMUNICATIONS TO THE ASSEMBLY

NONE

10. MESSAGES FROM THE BOROUGH MAYOR

11. REPORTS OF SPECIAL AND STANDING COMMITTEES

12. REPORTS FROM REPRESENTATIVES

- a. Report from the City of Fairbanks Representative.
- b. Report from the City of North Pole Representative.
- c. Report from the School Board Representative.

13. SPECIAL ORDERS – Public Hearing at or after 7:00 p.m. (Comments limited to three (3) minutes)

- a. ORDINANCE NO. 2015-13. An Ordinance Rezoning All Of Block 22 Of Fairbanks Townsite From Two-Family Residential (TF) To Multiple-Family Residential/Professional Office (MFO) Or Other Appropriate Zone (Located Between 1st Avenue And 2nd Avenue And Between Badger Street And State Street.) (RZ 2015-006) (Sponsor: Mayor Hopkins) **(Page 5)**
- b. ORDINANCE NO. 2015-14. An Ordinance Waiving FNSBC 3.01.060E Relating To The School District Annual Lapsing Of Funds To The School District Facilities Maintenance Reserve Fund For Fiscal Year 2014-15 Only. (Sponsor: Assemblymembers Kassel and Hutchison) **(Page 71)**

Public Hearing - continued

- c. ORDINANCE NO. 2014-20-2D. An Ordinance Amending The FY 2014-15 Budget By Reallocating \$1,103,082 From The Service Area Matching Grant Program In The Capital Projects Fund For The Required Matches of \$391,917 For The Gold Mine Trail Road Upgrade Project And \$711,165 For The Rosie Creek Road Improvements Project.
(Sponsor: Mayor Hopkins) **(Page 74)**
- d. ORDINANCE NO. 2014-20-2E. An Ordinance Amending The FY 2014-15 Budget By Appropriating \$53,265 From The College Service Area Fund Balance To The Capital Projects Fund For The Required Match For The 2015 FMATS Improvement Program Surface Upgrades Project #64103.
(Sponsor: Mayor Hopkins) **(Page 81)**

14. CONSIDERATION OF CALENDAR – Unfinished Business

NONE

15. CITIZEN'S COMMENTS – Limited To Three (3) Minutes (Continuation if needed)

- a. Items that are not scheduled for public hearing – continuation.

16. CONSIDERATION OF CALENDAR – New Business – Resolutions

- a. RESOLUTION NO. 2015-10. A Resolution Ratifying The Monetary Terms Of The Negotiated Collective Bargaining Agreement Between The Alaska State Employees Association American Federation Of State, County And Municipal Employees, Local 52, AFL-CIO And The Fairbanks North Star Borough. (Sponsor: Mayor Hopkins) **(Page 86)**
- b. RESOLUTION NO. 2015-11. A Resolution To Governor Walker And The Alaska State Legislature Requesting An Emergency One Million Dollar Match For The FNSB Wood Stove Change-Out Program.
(Sponsors: Assemblymembers Davies, Kassel and Hutchison) **(Page 178)**
- *c. RESOLUTION NO 2015-12. A Resolution To Confirm The Exact Boundaries Of The Air Quality Control Zone Set Forth In Ordinance No. 2015-01 And Adopted On February 27, 2015.
(Sponsor: Assemblymember Kassel) **(Page 180)**

17. CONSIDERATION OF CALENDAR – New Business – Ordinances To Be Referred To Committees Or Commissions

NONE

18. CONSIDERATION OF CALENDAR – New Business – Ordinances To Be Introduced And Advanced To Public Hearing

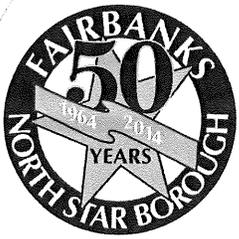
- *a. ORDINANCE NO. 2015-15. An Ordinance Amending FNSBC Title 17.60.150.C To Include An Exception To The Requirement For Intersection Corner Roundings. (Sponsor: FNSB Platting Board)
(Refer to the Committee of the Whole on April 2, 2015; Advance to April 9, 2015 for Public Hearing) **(Page 189)**
- *b. ORDINANCE NO. 2015-16. An Ordinance Amending FNSBC 2.09.010 Regarding The Presiding Officer’s Appointments To Various Committees And FNSBC 2.75.040 Regarding The Term Of The Presiding Officer’s Appointments To The Economic Development Commission.
(Sponsor: Assemblymember Kassel)
(Refer to the Committee of the Whole on April 2, 2015; Advance to April 9, 2015 for Public Hearing) **(Page 204)**
- *c. ORDINANCE NO. 2014-20-2F. An Ordinance Amending The FY 2014-15 Budget By Appropriating \$13,369 From The General Fund Fund Balance To The Department Of Assembly For The Purpose Of Funding Additional External Audit Services Required For FY 2013-14.
(Sponsor: Assemblymember Hutchison)
(Refer to the Finance Committee on April 2, 2015; Advance to April 9, 2015 for Public Hearing) **(Page 207)**

19. CITIZEN’S COMMENTS – Limited To Three (3) Minutes (Continuation if needed)

- b. Items other that are not scheduled on the agenda.

20. ASSEMBLYMEMBER’S COMMENTS

21. ADJOURNMENT



FAIRBANKS NORTH STAR BOROUGH

809 Pioneer Road ☆ P.O. Box 71267 ☆ Fairbanks, Alaska 99707-1267

(907) 459-1260 ☆ FAX (907) 459-1255

MEMORANDUM

TO: Fairbanks North Star Borough Assembly

THROUGH: Luke Hopkins, Mayor *JJH*
 Jeff Jacobson, Chief of Staff *JJC*

FROM: D. Christine Nelson, Director *DCN*
 Department of Community Planning

DATE: March 12, 2015

SUBJECT: ORDINANCE NO. 2015- 13 (RZ2015-006) Benjamin Ford

RE: **RZ2015-006:** A request by Benjamin Ford to rezone all of Block 22 of Fairbanks Townsite (approximately 54,105 square feet) from Two-Family Residential (TF) to Multiple-Family Residential / Professional Office (MFO) or other appropriate zone. (Located between 1st Avenue and 2nd Avenue and between Badger Street and State Street)

The attached ordinance will rezone all of Block 22 of Fairbanks Townsite. (Located between 1st Avenue and 2nd Avenue and between Badger Street and State Street)

On February 17, 2015, the Planning Commission of the Fairbanks North Star Borough held a public hearing to rezone the property described above.

After analysis of the request, the Department of Community Planning recommended **approval** of the requested rezone.

The Planning Commission concurred with the staff recommendation and voted 6 in favor, 1 opposed, to recommend **approval** of the request to the Borough Assembly. The Planning Commission adopted the following Findings of Fact in support of its decision:

1. The request is consistent with the goals and policies of the Comprehensive Plan, specifically Land Use Goal 3, Strategy 7, which promotes a variety of land use opportunities.
2. The proposed zone Multiple Family Residential/Professional Office zone does not jeopardize public health, safety or welfare because it does not result in a substantial intensification of uses. None of the uses allowed in the MFO zone produce undue hazards or adverse traffic impacts due to limited lot area availability and will be in line with expectations for a downtown area.

3. The proposed MFO is not a spot zone because the property is located across from and adjacent to industrial land use and zoning, including a major power plant and warehousing and acts as a buffer to the Two Family Zone.
4. In addition, the request is consistent with the URBAN plan designation.
5. Although the rezone size is small, the rezone of the entire block (13 lots and 9 owners) is consistent with rezoning of similar blocks along 1st Avenue.

This item is requested to be placed on the Consent Agenda for advancement to the next Fairbanks North Star Borough Assembly meeting. Attached is a packet with further details of the request.

By: Luke T. Hopkins, Mayor
Introduced: March 12, 2015

FAIRBANKS NORTH STAR BOROUGH

ORDINANCE NO. 2015 – 13

AN ORDINANCE REZONING ALL OF BLOCK 22 OF FAIRBANKS TOWNSITE FROM TWO-FAMILY RESIDENTIAL (TF) TO MULTIPLE-FAMILY RESIDENTIAL / PROFESSIONAL OFFICE (MFO) OR OTHER APPROPRIATE ZONE (LOCATED BETWEEN 1ST AVENUE AND 2ND AVENUE AND BETWEEN BADGER STREET AND STATE STREET.)

NOW, THEREFORE, BE IT ORDAINED by the Assembly of the Fairbanks North Star Borough:

Section 1. Classification. This ordinance is not of a general and permanent nature and shall not be codified.

Section 2. The following described property is rezoned from Two-Family Residential (TF) to Multiple-Family Residential / Professional Office (MFO):

ALL OF BLOCK 22 OF FAIRBANKS TOWNSITE

Section 3. The official zoning map is amended in accordance with this ordinance.

Section 4. Effective date. This ordinance shall be effective at 5:00 p.m. on the first borough business day following its adoption.

CODE AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be added is underlined
Text to be deleted is [BRACKETED AND CAPITALIZED]

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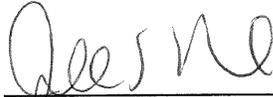
PASSED AND APPROVED THIS _____ DAY OF _____, 2015.

Karl Kassel
Presiding Officer

ATTEST:

APPROVED:

Nanci Ashford-Bingham, MMC
Municipal Borough Clerk



A. René Broker
Borough Attorney

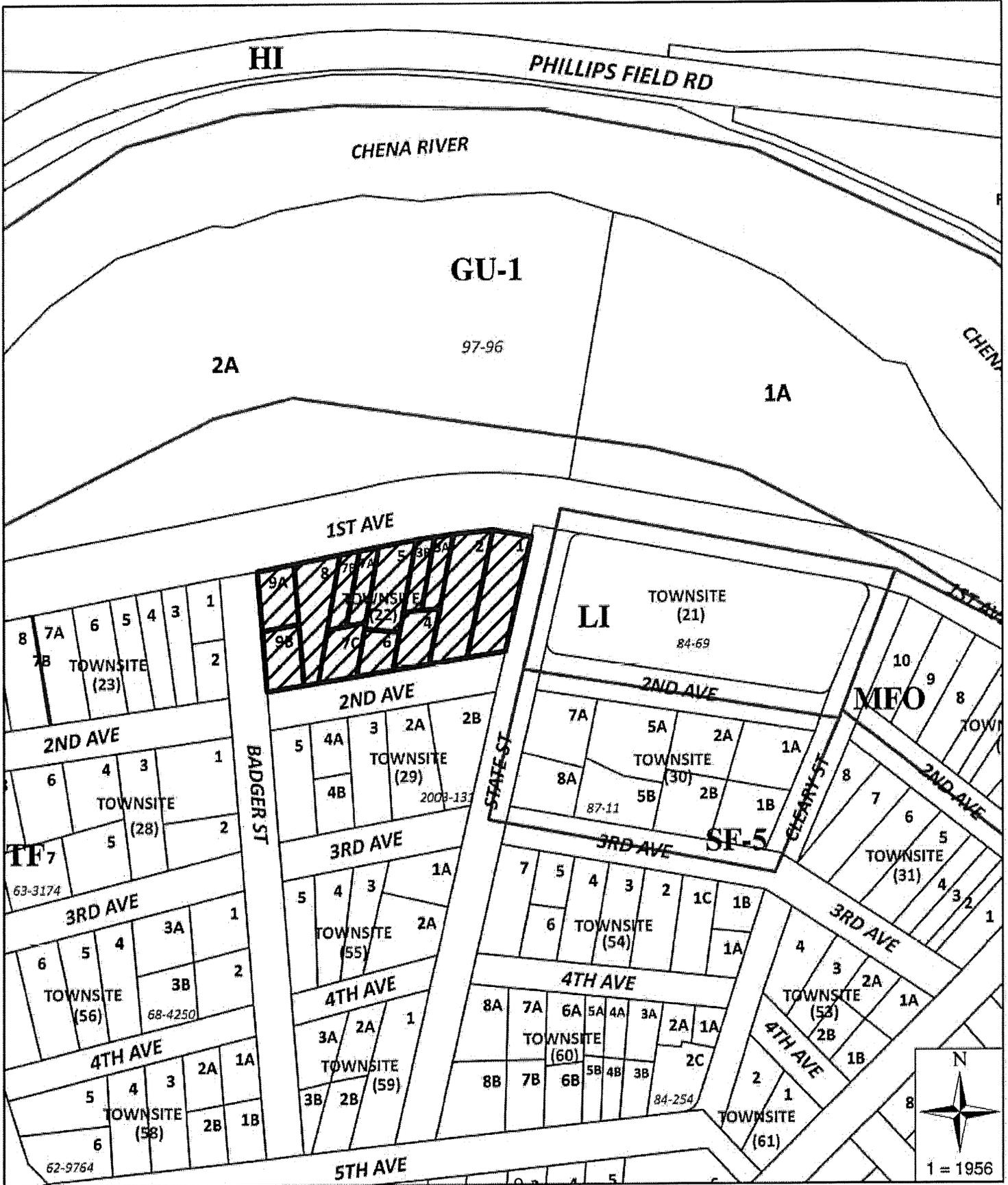
CODE AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be *added* is underlined
Text to be *deleted* is [BRACKETED AND CAPITALIZED]



FNSB Dept. Of Community Planning Planning Commission

Printed on: Jan 7, 2015

RZ 2015-006



Fairbanks North Star Borough
Fiscal Impact Statement (FIS) (FNSBC 2.09.035 C.)

Check	Date
Version 1	
Version 2	
Version 3	
Version 4	

Originator's Name: Tanya Hughes **Department:** Community Planning

To Be Introduced/Sponsored By: Mayor Hopkins

Abbreviated Ordinance Title: Ordinance No. 2015- 13

Department(s)/Division(s) Affected: _____

Proposed Introduction Date: _____ **Ordinance No.:** 2015- 13

Does this ordinance authorize:

- 1) a new or expansion of services which entails additional costs beyond that approved in the current adopted budget? Yes ___ No *
- 2) a project that is capital in nature and increases operational costs of the Borough in the current or any future fiscal year? Yes ___ No *

Required Information/Estimates	FISCAL IMPACT PRO FORMA SUMMARY - BEST ESTIMATE				
	Remainder of Current FY	1st Full FY of Operations	2nd Full FY of Operations	3rd Full FY of Operations	4th Full FY of Operations
	FY 20 / /	FY 20 / /	FY 20 / /	FY 20 / /	FY 20 / /
1. Timeline inclusive of all phases					
2. Number and type of new positions which may be required					
3. Cost of operations and maintenance					
4. Future costs to complete capital assets					
5. Estimated revenue impact					
6. Estimated non-Borough funds that may be received:					
a. to fund the ordinance					
b. to fund future phases					
c. to fund future operations and maintenance costs					
7. Anticipated annual tax subsidy					

Is backup attached? Yes ___ No ___

Contact Person's Name, for FIS questions: _____ **Extension:** _____

Director(s) Signature(s): _____ **Date:** _____

Mayor's Office or Assembly Member Signature: _____ **Date:** _____

Chief Financial Officer Signature: _____ **Date:** _____

Process/Instructions

To prepare a Fiscal Impact Statement (FIS):

Complete the top section of the FIS.

Answer the two questions, Yes or No.

* If the answer to either question on page 1 is **Yes**, complete the Pro Forma Summary and provide the FIS contact person's information and the Director's signature.

- **To avoid uncertainty, fill in every solid box; if an answer is zero or none, enter 0 or None.**

- **Attach backup detail to support your estimates, as necessary.**

* If the answer to both questions is **No**, provide the FIS contact person's information and if Administration initiated Director's signature. Continue to next block.

Ordinance from a department:

Department submits FIS to Mayor's Office for signature and for concurrence to be the ordinance sponsor.

Mayor's Office dates and signs FIS Version 1.

After Mayor's Office OK, department drafts ordinance and prepares a Finance Checklist for the appropriating ordinance.

Department submits an FIS Version 1 signed by the Mayor's Office, to Finance along with the draft ordinance and Finance Checklist for the appropriating ordinance.

Ordinance from the Mayor:

Mayor's Office works with affected department(s) to prepare the FIS.

Mayor's Office dates and signs FIS Version 1.

If the Law department will be drafting the ordinance, the Mayor's Office will submit the signed FIS Version 1 to Law along with the request for Law to draft the ordinance.

- Law drafts the ordinance.

- Law requests department(s) to revise FIS if needed, to match the ordinance.

- Mayor's Office concurs with, and dates and signs the new FIS version.

Otherwise, the Mayor's Office drafts the ordinance and prepares a Finance Checklist for the appropriating ordinance. Mayor's Office submits latest FIS version to Finance along with the draft ordinance and Finance Checklist.

Ordinance from an Assembly Member:

If Assembly Member/Clerk's Office/Law requires assistance in preparing the FIS, a request shall be submitted to the Mayor's Office for scheduling/coordination with affected department(s) to assist in preparing the FIS.

Department(s) work with Assembly Member/Clerk's Office/Law to prepare the FIS.

Assembly Member/Clerk's Office dates and signs FIS Version 1.

If the Law department will be drafting the ordinance, the Assembly Member/Clerk's Office will submit the signed FIS Version 1 to Law along with the request for Law to draft the ordinance.

- Law drafts the ordinance.

- Law requests department(s) to revise FIS if needed, to match the ordinance.

- Assembly Member/Clerk's Office concurs with, and dates and signs the new FIS version.

Otherwise, the Assembly Member drafts the ordinance.

Assembly Member/Clerk's Office/Law submits latest FIS version to Finance along with the draft ordinance.

Chief Financial Officer (CFO) reviews FIS:

CFO reviews FIS version submitted to Finance with ordinance.

CFO consults with affected department(s) and/or ordinance sponsor, and requests FIS revisions if needed.

CFO dates and signs FIS and routes it to Law, along with the draft ordinance and Finance Checklist, if any.

DEPARTMENT OF COMMUNITY PLANNING
STAFF REPORT

RZ2015-006

TO: Fairbanks North Star Borough Planning Commission

RE: **RZ2015-006:** A request by Benjamin Ford to rezone all of Block 22 of Fairbanks Townsite (approximately 54,105 square feet) from Two-Family Residential (TF) to Multiple-Family Residential / Professional Office (MFO) or appropriate zone. (Located between 1st Avenue and 2nd Avenue and between Badger Street and State Street.)

I. GENERAL INFORMATION

- A. Purpose To rezone approximately 54,105 square feet from Two-Family Residential (TF) to Multiple-Family Residential / Professional Office (MFO)
- B. Location North side of 2nd Avenue, south side of 1st Avenue, west of State Street, and east of Badger Street
- C. Access 1st Avenue, 2nd Avenue, State Street, and Badger Street

D. Size/PAN

<u>Lot/TL</u>	<u>Sf.</u>	<u>PAN</u>
1	7,500	0030996
2	8,400	0599081
3A	2,350	0599091
3B	2,550	0599051
4	3,350	0031020
5	5,200	0599061
6	2,550	0599071
7A	2,375	0031038
7B	2,375	0031046
7C	3,500	0613396
8	6,075	0613404
9A	3,850	0031062
9B	4,030	0031071
Total sf	54,105	

- E. Existing Zone Two-Family Residential (TF)
-Minimum lot size Varies depending on number of dwelling units
- F. Proposed Zone Multiple-Family Residential / Professional Office (MFO)

-Minimum lot size	Varies depending on number of dwelling units
G. Existing Land Use	Residential & Undeveloped
H. Surrounding Land Use/Zoning	North: Golden Heart Utilities Inc. (GHU), Water Treatment Plant/GU-1 South: Residential & Undeveloped/TF East: Shop for GHU/LI West: Residential & Undeveloped/TF
I. Zoning History	1922: Residential District 1949: City Ordinance 437 – Residential District 1967: Ord. No. 67-34 – General Residential (R2) 1988: Ord. No. 88-010 – Two-Family Residential (TF)
J. Non-conforming Structures, Uses	Lot 01—Triplex Lot 9B—Triplex
K. Comprehensive Plan Designation	Urban Area
L. Community Facilities	Water/sewer: Golden Heart Utilities Electricity: GVEA
M. Code Violations	None
N. Soils	Urban Land
O. Flood Zone	X
P. Ownership	Benjamin Ford 102 State Street Fairbanks, AK 99701 (Lots 1, 7A, 7B, 7C, & 8, Block 22) Jessica Ford 102 State Street Fairbanks, AK 99701 (Lot 1, Block 22) Peter Delima 3875 Geist Road, Ste. E PMB 292 Fairbanks, AK 99709 (Lots 3B, 5, & 6, Block 22) Almeda Witter P.O. Box 73015 Fairbanks, AK 99707

(Lot 4, Block 22)

Donovan Goertz
607 Old Steese Highway, Ste. B 353
Fairbanks, AK 99701
(Lot 9A, Block 22)

David Kluting
P.O. Box 73123
Fairbanks, AK 99707
(Lot 9B, Block 22)

Kathryn Clark
1309 1st Avenue
Fairbanks, AK 99701
(Lots 2 & 3A, Block 22)

James Clark
1309 1st Avenue
Fairbanks, AK 99701
(Lots 2 & 3A, Block 22)

Q. Applicant

Benjamin Ford
102 State Street
Fairbanks, AK 99701

II. ANALYSIS

This rezone request involves thirteen (13) lots totaling 54,105 sq. ft. Block 22 is comprised of a mixture of single family homes, duplexes and two non-conforming triplexes. The rezone petition has been signed by ALL affected property owners in Block 22.

Block 22 is part of the original Fairbanks Townsite and is located between 1st and 2nd Avenues between Badger and State Streets. 1st Avenue is an east/west high volume collector that connects downtown Fairbanks with popular destinations to the west such as the Carlson Center, athletic fields and Pioneer Park. 1st Avenue is also the primary access for the Golden Heart Utility coal fired power plant located between the rezone site and the Chena River. 2nd Avenue located along the southern boundary of the rezone site, is a typical residential street, common in much of the Townsite residential areas. The current Two-Family Residential zoning, also known as General Residential prior to 1988, has been in place for Block 22 since the 1940's.

1st Avenue experiences a relatively high volume of traffic in its function as a collector street. It is reasonable to expect more intense land uses along such a street as a result. In addition, the near proximity of the power plant and associated industrial land uses directly across 1st Avenue to the north and east, also influence the residential character of Block 22. A typical response to this influence is to insulate or

buffer lower density residential areas located in the interior portions of a neighborhood with higher density zoning such as MF or MFO along the collector street.

Surrounding Land Use and Zoning

Surrounding land use and zoning is a mixture of heavy industrial, light industrial and low density residential. The power generation plant located directly across 1st Avenue to the north is considered a heavy industrial land use while the associated equipment storage and warehouse uses to the east are considered light industrial. Zoning is General Use-1 and Light Industrial respectively.

Residential uses to the south and west are typical Fairbanks Townsite combinations of single family homes, duplexes and the occasional non-conforming multiple family structure. Zoning is Two-Family Residential. Block 30 located diagonally to the southeast from Block 22 is zoned Single Family-5. A rezone to Multiple-Family Residential/Professional Office for Block 19 and 20 located to the east toward downtown along 1st Avenue was recently adopted in January 2013.

Comprehensive Plan

The Comprehensive Plan designation for Block 22 is URBAN. **Land Use Goal 3** addresses the need for a variety of land uses that fit the diverse needs of the community. A variety of residential land use opportunities are supported by **Strategy 7** that also includes different housing types, densities and costs.

The proposed Multiple-Family Residential/Professional Office (MFO) zone differs from the current Two-Family Residential (TF) zone in several ways. The proposed MFO zone allows for higher residential density based on lot size as well as the option for professional office. Any new professional office that may be considered in the future as a new use will be constrained by current lot sizes on Block 22 and limited areas for off street parking. Home occupations are already allowed in the current zone when residential remains the principal use.

Traffic

Approval of the request not expected to create adverse traffic conditions. The proposed re-zone has many similarities to RZ2013 – 006 (Gappert), located to the east a few blocks away on 1st Avenue. In the larger sized RZ2013 – 006, a detailed trip generation analysis was conducted and found very minimal potential impact to generate additional trips. This minimal potential increase in traffic generation was very small compared to the existing average daily traffic (ADT) on 1st Avenue and 2nd Avenue which varies from 2,000 to 3,000 vehicles/day. For this type of increase in trips to be generated by the current rezone request, the entire block would have to be redeveloped.

1st Avenue is a collector street that was recently upgraded during the summer of 2013/14. Pedestrian sidewalks are present along both the north and south side of 1st Avenue. Day cares, bed and breakfasts, group homes and school buildings are all permitted uses in the MFO zone. The potential for any of these uses is limited given

the current land uses in Block 22 and limited lot sizes. Higher residential densities are more likely to develop due to the existing residential character.

III. RECOMMENDATION

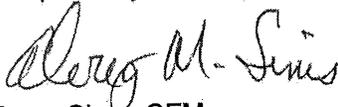
Based on the staff analysis above, the Department of Community Planning recommends APPROVAL of the requested Multiple-Family Residential/Professional Office zone.

IV. FINDINGS OF FACT

The Department of Community Planning further recommends adoption of the following findings of fact in support of APPROVAL:

1. The request is consistent with the goals and policies of the Comprehensive Plan, specifically Land Use **Goal 3, Strategy 7**, which promotes a variety of land use opportunities.
2. The proposed Multiple-Family Residential/Professional Office zone does not jeopardize public health, safety or welfare because it does not result in a substantial intensification of uses. None of the uses allowed in the MFO produce undue hazards or adverse traffic impacts due to limited lot area availability and will be in line with expectations for the downtown area.

Respectfully submitted,



Doug Sims, CFM
Division of Planning and Zoning

for

D. Christine Nelson, Director
Department of Community Planning

Attachment

DPO's sent – 63

DS/th



**Fairbanks North Star Borough
Department of Community Planning**

P.O. Box 71267
Fairbanks, Alaska 99707-1267
(907) 459-1260 Fax: (907) 459-1255
planning@co.fairbanks.ak.us

Comm. Planning Dept
JAN 06 2015
RECEIVED

PUBLIC HEARING APPLICATION

File No. RZ2015-006

Application is for Rezone (\$400) Variance (\$300) Conditional Use Approval (\$300)

Property Owner:		Owner's Representative (if any):	
Name: <u>BENJAMIN FORD</u> Multiple Owners - See "Rezone Petition Form"		Name:	
Mailing Address: <u>102 STATE ST.</u>		Mailing Address:	
<u>FAIRBANKS, AK 99701</u>			
Phone: Cell <u>907-378-1232</u>		Phone:	
Fax: <u>N/A</u>		Fax:	
E-mail: <u>ben@portproperties.com</u>		E-mail:	

Property Information:	
Legal Description: <u>Fairbanks Townsite, Block 22, Lots 1, 2, 3A, 3B, 4, 5, 6, 7A, 7B, 7C, 8, 9A, 9B (All lots on block 22)</u>	
Street Address:	Size: <input type="checkbox"/> acres <input type="checkbox"/> square feet
Parcel Account Numbers (PAN):	
Existing Zone: <u>Two-Family (TF)</u>	Existing Use: <u>Mixed Single Family, Multi-Family</u>
Existing Water/Wastewater Providers: <input type="checkbox"/> Private <input checked="" type="checkbox"/> Public: <u>Golden Heart Utilities</u> (name of provider)	
<u>For Rezones:</u> Proposed Zone: <u>Multi-Family, Office (MFO)</u>	<u>For Variances:</u> <input type="checkbox"/> Lot Size <input type="checkbox"/> Setback <input type="checkbox"/> Parking <input type="checkbox"/> Other: _____
<u>For Conditional Uses:</u> Requested Use:	Description:

I hereby certify that (I am) (I am authorized to act for) the owner of the property. I understand that payment of the application fee helps to cover the costs associated with processing this application, and that payment of the fee does not assure approval of the application.

APPLICANT SIGNATURE: [Signature] DATE: Dec 1st, 2014
OWNER SIGNATURE (if different): _____ DATE: _____

Received By: <u>[Signature]</u>	Fee: <u>\$400</u>	Receipt No. <u>493116</u>	Proposed Meeting Date: <u>2-17-15</u>	Sign Issued? <input checked="" type="checkbox"/> Yes Sign #: <u>I</u>
Date: <u>1-6-15</u>				

File No. RZ2015-006

Fairbanks North Star Borough is subject to the Alaska Public Records Act, AS 40.25 et seq, and this document may be subject to public disclosure under state law. Revised 7/2014

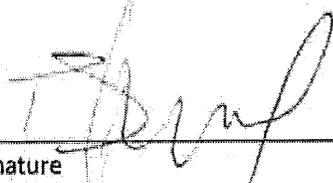
THE NAMES AND SIGNATURES
ON THIS PAGE ARE THOSE OF
THE OWNERS OF THE
LOTS ON BLOCK 22

REZONE PETITION FORM

WE THE UNDERSIGNED JOIN IN REQUESTING AND AUTHORIZE
REZONING OF Block 22, Fairbanks Townsite - All Lots

FROM Two-Family (TF) ZONE
TO Multi-Family, Office (MFO) ZONE.

ALL BLANKS MUST BE COMPLETED AND LEGIBLE.

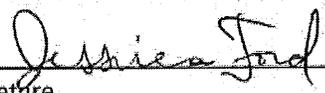


Signature
Fairbanks Townsite, Lots 1, 7A, 7B, 7C, 8, Block 22
Property Description (Subdivision, Lot & Block)

Benjamin Ford (907) 378-1232

Printed Name
102 State St., Fairbanks, AK 99701

Mailing Address

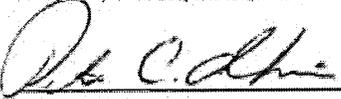


Signature
Fairbanks Townsite, Lot 1, Block 22
Property Description (Subdivision, Lot & Block)

Jessica Ford (907) 590-3652

Printed Name
102 State St., Fairbanks, AK 99701

Mailing Address

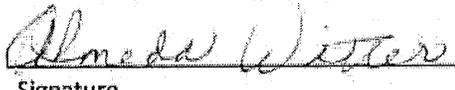


Signature
Fairbanks Townsite, Lots 3B, 5, 6, Block 22
Property Description (Subdivision, Lot & Block)

Peter Delima (907) 388-1491

Printed Name
3875 Geist Rd Ste E,
PMB 292, Fairbanks, AK 99709

Mailing Address

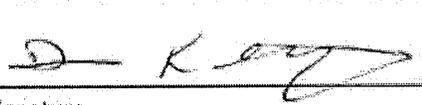


Signature
Fairbanks Townsite, Lots 4, Block 22
Property Description (Subdivision, Lot & Block)

Almeda Witter (907) 452-3323

Printed Name
P.O. Box 73015, Fairbanks, AK, 99707

Mailing Address

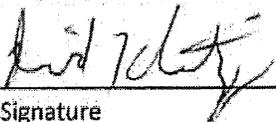


Signature
Fairbanks Townsite, Lots 9A, Block 22
Property Description (Subdivision, Lot & Block)

Donovan Goertz (907) 347-2632

Printed Name
607 Old Steese, STE B 353, Fairbanks, AK 99701

Mailing Address



Signature
Fairbanks Townsite, Lots 9B, Block 22
Property Description (Subdivision, Lot & Block)

David Kluting (971) 275-2530

Printed Name
P.O. Box 73123, Fairbanks, AK 99707

Mailing Address

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THE NAMES AND SIGNATURES
ON THIS PAGE ARE THOSE OF
THE OWNERS OF THE
LOTS ON BLOCK 22

REZONE PETITION FORM

WE THE UNDERSIGNED JOIN IN REQUESTING AND AUTHORIZE
REZONING OF Block 22, Fairbanks Townsite - All Lots

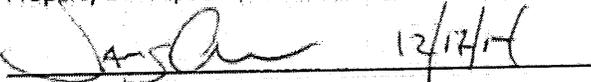
FROM Two-Family (TF) ZONE

TO Multi-Family, Office (MFO) ZONE.

ALL BLANKS MUST BE COMPLETED AND LEGIBLE.

 12/17/14
Signature

Fairbanks Townsite, Lots 2, 3A, Block 22
Property Description (Subdivision, Lot & Block)

 12/17/14
Signature

Fairbanks Townsite, Lots 2, 3A, Block
Property Description (Subdivision, Lot & Block)

Kathryn Clark (818) 800-6836
Printed Name

1309 1st Ave., Fairbanks, AK 99701
Mailing Address

James Clark (907) 460-4433
Printed Name

1309 1st Ave., Fairbanks, AK 99701
Mailing Address

The Fairbanks North Star Borough is subject to the Alaska Public Records Act, AS 40.25 et seq. and this document may be subject to public disclosure under state law.

Narrative

Planning Commission and Assembly Members,

We, the owners of the properties which constitute Block 22, Fairbanks Townsite, request that you consider the following conditions and reasoning, and grant our petition for rezoning.

Unsatisfactory Current Zoning:

- Five of the seven properties front 1st Ave., a high-traffic through-fare. 3,500 vehicles per day is consistent with a more commercial-type property.
- There are large, industrially-zoned and developed properties on two of the four sides of Block 22. We feel the zoning transition from Industrial to Two-Family is highly unusual, and perhaps negatively impacts Block 22 with its current zoning.
- Two of the six buildings on Block 22 are not zoning-compliant as purchased from previous owners. Our petition seeks to make these buildings compliant.
- Land close to the center of a metropolis tend to increase in value. As time passes, these parcels should be able to host more valuable assets to offset rising fixed costs. If not, as buildings deteriorate, they may not retain economic viability, and may become run-down and cause stagnation in economic development.

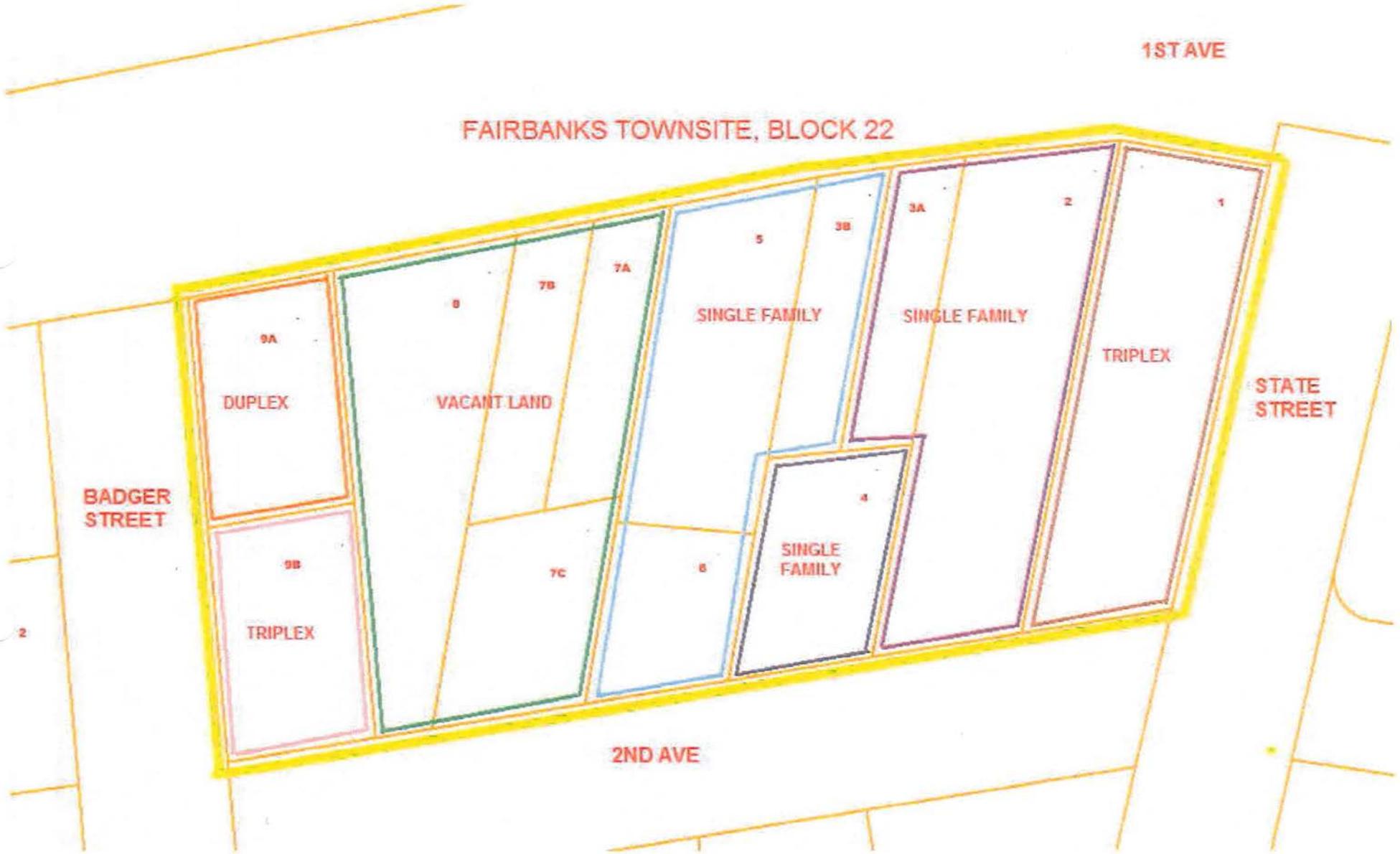
Advantages of Zoning Change:

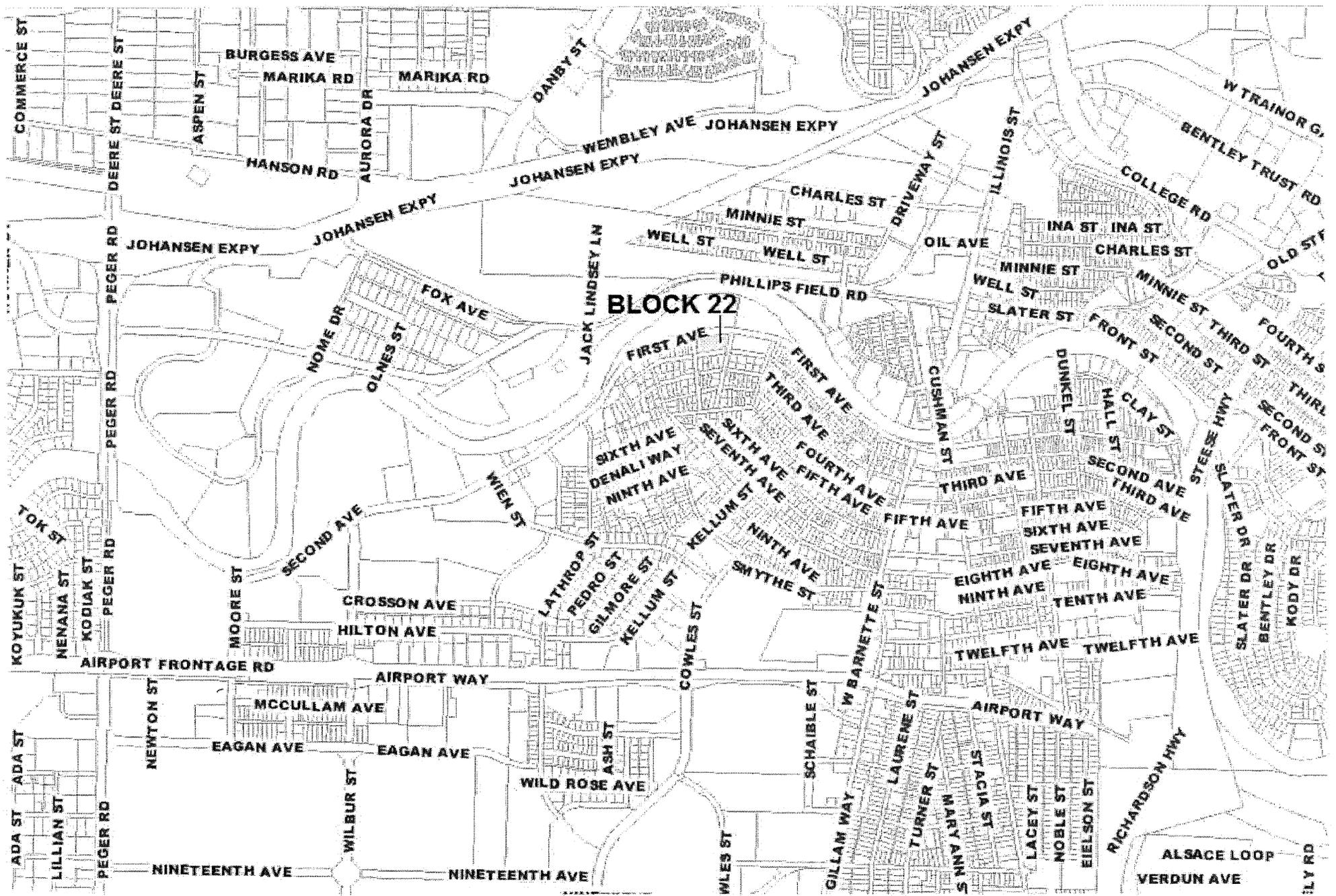
- We feel our request is consistent with the FNSB Regional Comprehensive Plan, as well as the Vision Downtown Fairbanks Plan:
 - It retains and promotes the stated goal of protecting private property rights.
 - It harmonizes with trending land use (Block 20 was recently approved for this same zoning change request).
 - It resolves existing use compliance conflicts.
 - It offers potential economic incentive.
- We are in agreement that we would each appreciate the flexibility of increasing the overall utility and viability of our land.

Thank you for your consideration,

Block 22 Owners

FAIRBANKS TOWNSITE, BLOCK 22











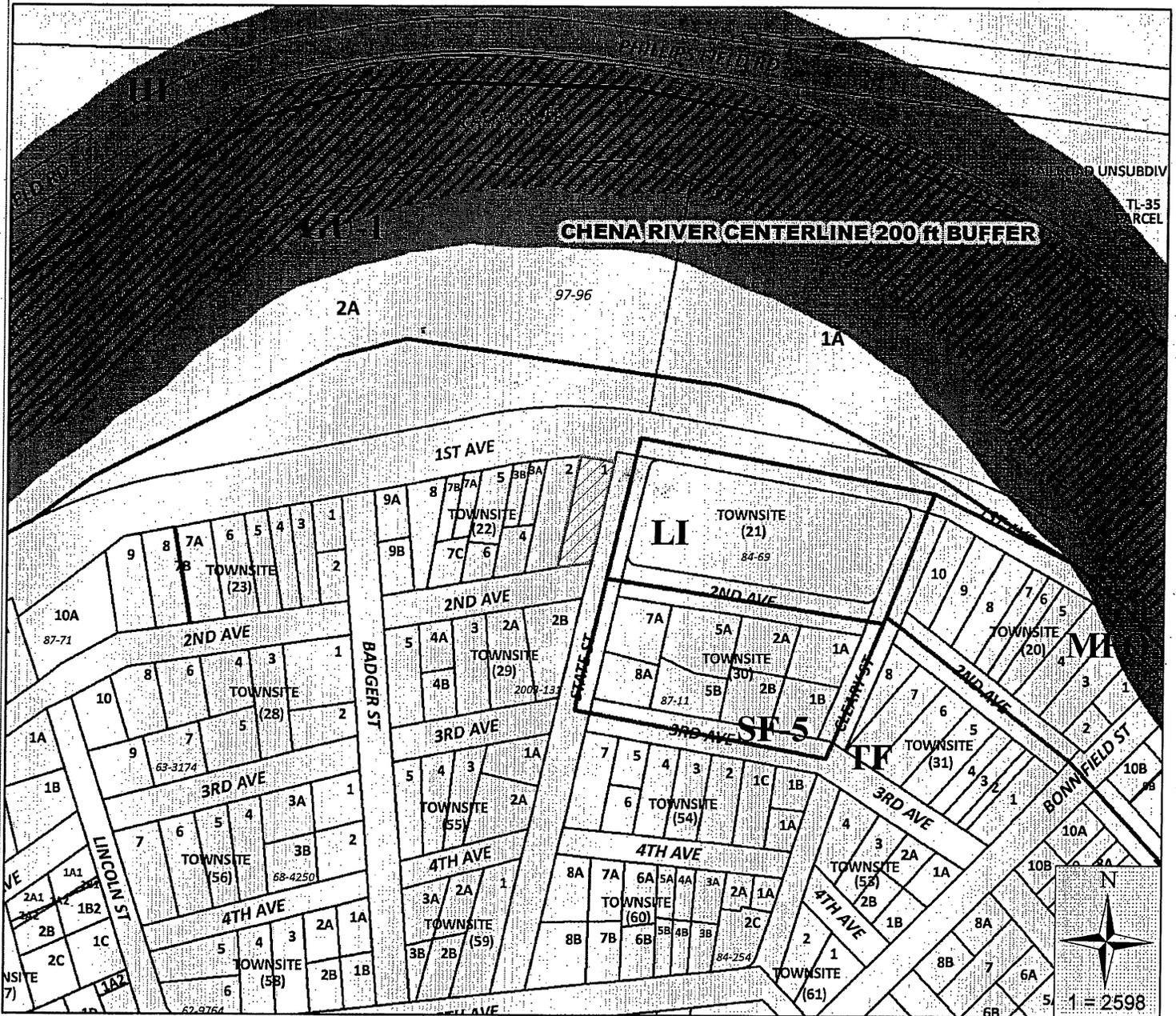


Fairbanks North Star Borough

Zoning Report

PAN# 0030996

Printed on: 01/06/2015



Property Information for PAN#: 0030996

PROPERTY DESCRIPTION: FAIRBANKS TOWNSHIP, BLOCK: 22, LOT: 01
 OWNER: Ford Benjamin David, Ford Jessica Marie
 BILLING ADDRESS: 102 State St Fairbanks, AK 99701 4276
 SITUS ADDRESS: 102 State St
 PARCEL SIZE: 7500 SF
 FLOOD ZONE: X (100%)
 SPECIAL REG. AREAS: None
 ZONING: TF (100%)
 COMP PLAN: Urban Area (100%), Urban Boundary (100%)
 PLANNING DISTRICT: Fairbanks (100%)
 ROAD SERVICE AREA: City of Fairbanks (100%)
 FIRE SERVICE AREA: City of Fairbanks (100%)
 FIRE RESPONSE AGENCY: City of Fairbanks Fire Department (100%)
 STRUCTURES: Triplex (3 Units)
 COMMUNITY PLANNING PERMITS:
 Zoning: 12604
 Rezone History: 1995-014

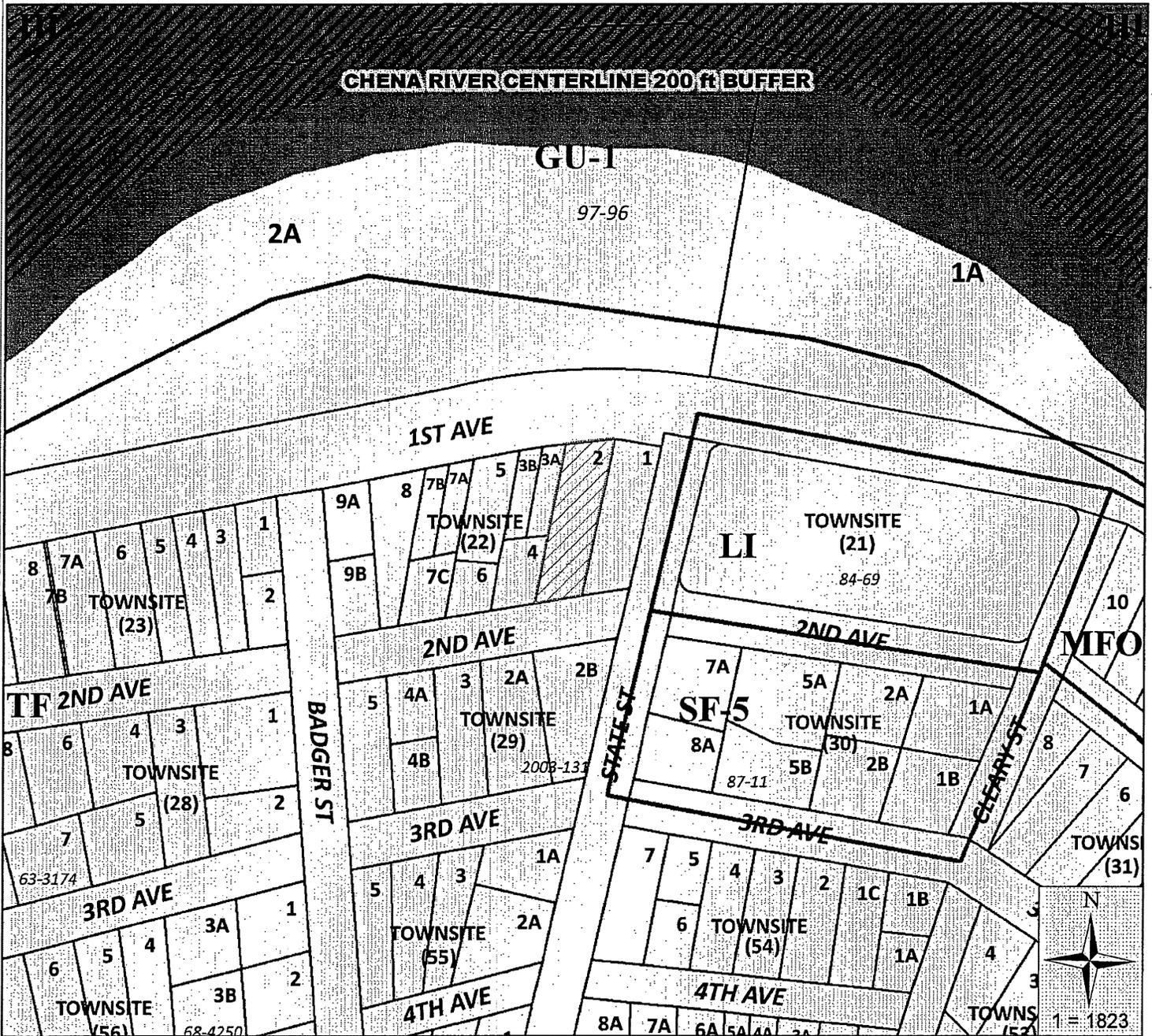
Controlled Access Roads	FEMA Flood Zones (March 17, 2014 dFIRM)
ARTERIAL - CONTROLLED ACCESS	A
Special Regulatory Areas	AE
CHENA RIVER CENTERLINE 200 ft BUFFER	AE, FLOODWAY
LEVEE 250ft BUFFER	AH
SALCHAKET HEIGHTS EROSION CONTROL	AO
	X



Fairbanks North Star Borough

Zoning Report

PAN# 0599081
Printed on: 01/06/2015



Property Information for PAN#: 0599081

PROPERTY DESCRIPTION: FAIRBANKS TOWNSHIP, BLOCK: 22, LOT: 02
 OWNER: Clark James, Clark Kathryn
 BILLING ADDRESS: 1309 1st Ave Fairbanks, AK 99701 4226
 SITUS ADDRESS: N/A
 PARCEL SIZE: 8400 SF
 FLOOD ZONE: X (100%)
 SPECIAL REG. AREAS: None
 ZONING: TF (100%)
 COMP PLAN: Urban Area (100%), Urban Boundary (100%)
 PLANNING DISTRICT: Fairbanks (100%)
 ROAD SERVICE AREA: City of Fairbanks (100%)
 FIRE SERVICE AREA: City of Fairbanks (100%)
 FIRE RESPONSE AGENCY: City of Fairbanks Fire Department (100%)
 STRUCTURES: N/A
 COMMUNITY PLANNING PERMITS: NONE

Controlled Access Roads	FEMA Flood Zones (March 17, 2014 dFIRM)
ARTERIAL - CONTROLLED ACCESS	A
Special Regulatory Areas	AE
CHENA RIVER CENTERLINE 200 ft BUFFER	AE, FLOODWAY
LEVEE 250ft BUFFER	AH
SALCHAKET HEIGHTS EROSION CONTROL	AO
	X

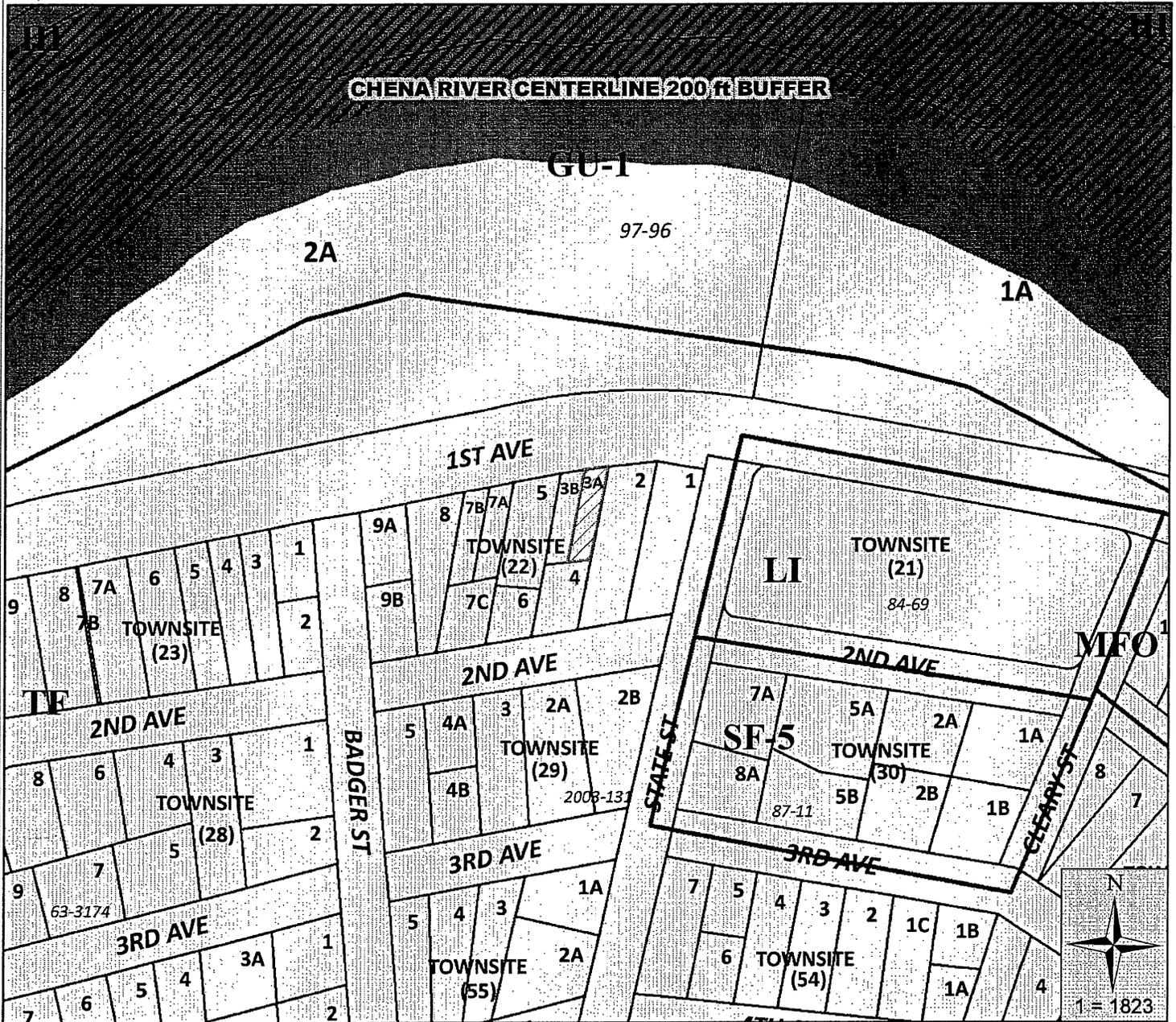
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Fairbanks North Star Borough

Zoning Report

PAN# 0599091
Printed on: 01/06/2015



Property Information for PAN#: 0599091

PROPERTY DESCRIPTION: FAIRBANKS TOWNSI, BLOCK: 22, LOT: 03A
 OWNER: Clark James, Clark Kathryn
 BILLING ADDRESS: 1309 1st Ave Fairbanks, AK 99701 4226
 SITUS ADDRESS: N/A
 PARCEL SIZE: 2350 SF
 FLOOD ZONE: X (100%)
 SPECIAL REG. AREAS: None
 ZONING: TF (100%)
 COMP PLAN: Urban Area (100%), Urban Boundary (100%)
 PLANNING DISTRICT: Fairbanks (100%)
 ROAD SERVICE AREA: City of Fairbanks (100%)
 FIRE SERVICE AREA: City of Fairbanks (100%)
 FIRE RESPONSE AGENCY: City of Fairbanks Fire Department (100%)
 STRUCTURES: N/A
 COMMUNITY PLANNING PERMITS: NONE

Controlled Access Roads	FEMA Flood Zones (March 17, 2014 dFIRM)
ARTERIAL - CONTROLLED ACCESS	A
Special Regulatory Areas	AE, FLOODWAY
CHENA RIVER CENTERLINE 200 ft BUFFER	AH
LEVEE 250ft BUFFER	AO
SALCHAKET HEIGHTS EROSION CONTROL	X

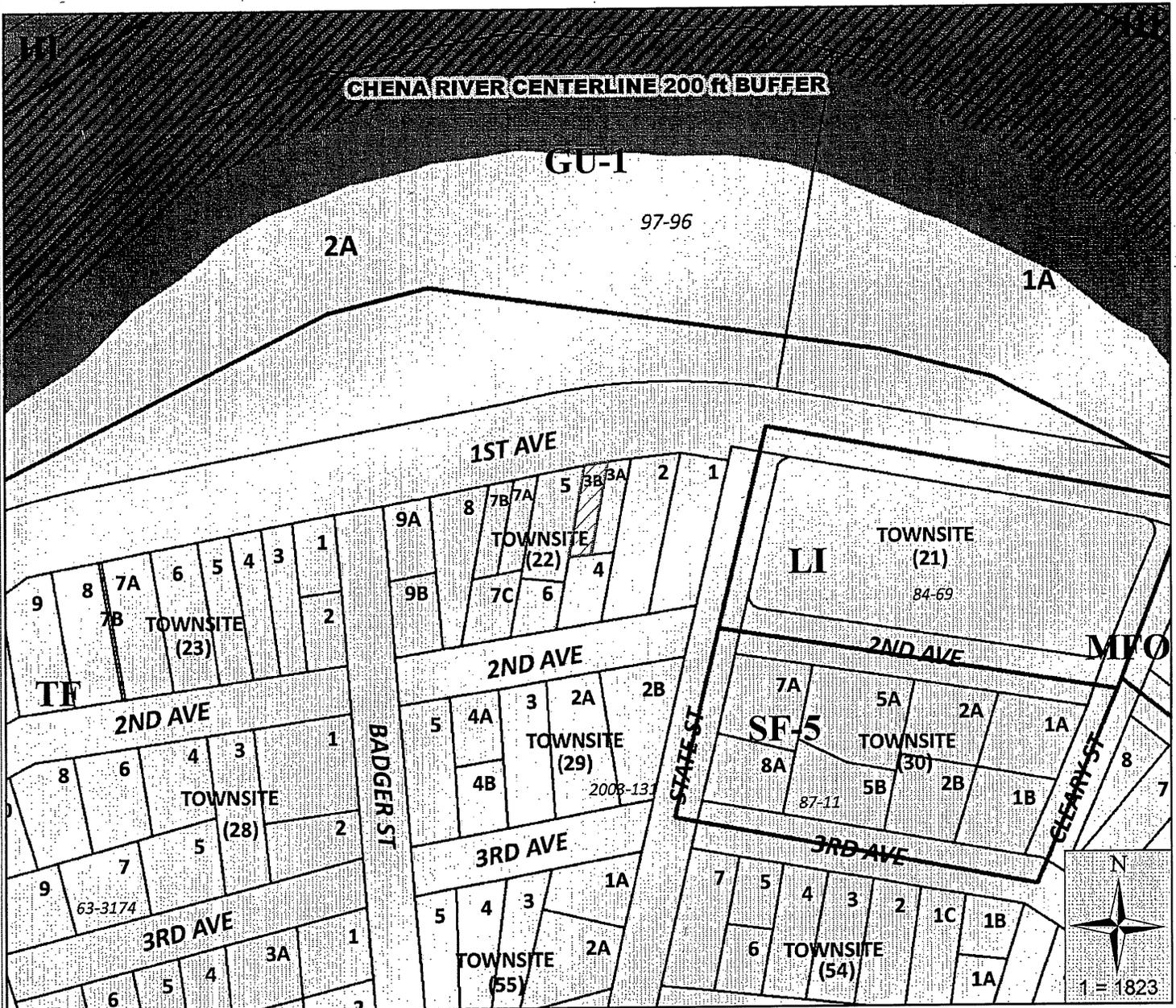
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Fairbanks North Star Borough

Zoning Report

PAN# 0599051
Printed on: 01/06/2015



Property Information for PAN#: 0599051

PROPERTY DESCRIPTION: FAIRBANKS TOWNSHIP, BLOCK: 22, LOT: 03B
 OWNER: Delima Peter
 BILLING ADDRESS: 3875 Geist Rd Ste E PMB 292 Fairbanks, AK 99709 6339
 SITUS ADDRESS: N/A
 PARCEL SIZE: 2550 SF
 FLOOD ZONE: X (100%)
 SPECIAL REG. AREAS: None
 ZONING: TF (100%)
 COMP PLAN: Urban Area (100%), Urban Boundary (100%)
 PLANNING DISTRICT: Fairbanks (100%)
 ROAD SERVICE AREA: City of Fairbanks (100%)
 FIRE SERVICE AREA: City of Fairbanks (100%)
 FIRE RESPONSE AGENCY: City of Fairbanks Fire Department (100%)
 STRUCTURES: N/A
 COMMUNITY PLANNING PERMITS: NONE

Controlled Access Roads	FEMA Flood Zones (March 17, 2014 dFIRM)
ARTERIAL - CONTROLLED ACCESS	A
Special Regulatory Areas	AE
CHENA RIVER CENTERLINE 200 ft BUFFER	AE, FLOODWAY
LEVEE 250ft BUFFER	AH
SALCHAKET HEIGHTS EROSION CONTROL	AO
	X

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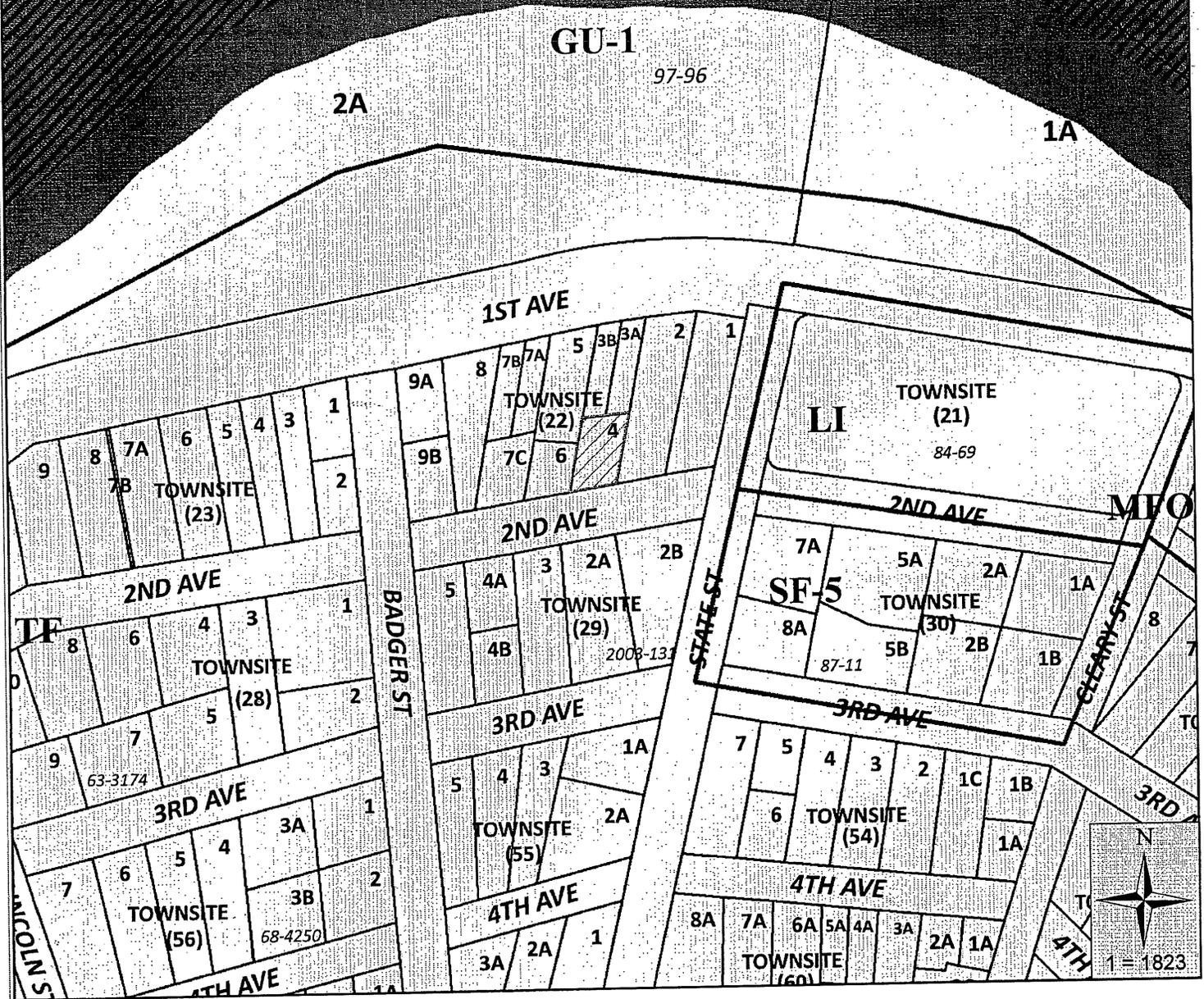


Fairbanks North Star Borough

Zoning Report

PAN# 0031020
Printed on: 01/06/2015

CHENA RIVER CENTERLINE 200 ft BUFFER



Property Information for PAN#: 0031020
 PROPERTY DESCRIPTION: FAIRBANKS TOWNSI, BLOCK: 22, LOT: 04
 OWNER: Witter Almeda J
 BILLING ADDRESS: PO BOX 73015 Fairbanks, AK 99707 3015
 SITUS ADDRESS: 1312 Second Ave
 PARCEL SIZE: 3350 SF
 FLOOD ZONE: X (100%)
 SPECIAL REG. AREAS: None
 ZONING: TF (100%)
 COMP PLAN: Urban Area (100%), Urban Boundary (100%)
 PLANNING DISTRICT: Fairbanks (100%)
 ROAD SERVICE AREA: City of Fairbanks (100%)
 FIRE SERVICE AREA: City of Fairbanks (100%)
 FIRE RESPONSE AGENCY: City of Fairbanks Fire Department (100%)
 STRUCTURES: SFR (1 Unit)
 COMMUNITY PLANNING PERMITS: NONE

Controlled Access Roads	FEMA Flood Zones (March 17, 2014 dFIRM)
ARTERIAL - CONTROLLED ACCESS	A
Special Regulatory Areas	AE
CHENA RIVER CENTERLINE 200 ft BUFFER	AE, FLOODWAY
LEVEE 250ft BUFFER	AH
SALCHAKET HEIGHTS EROSION CONTROL	AO
	X

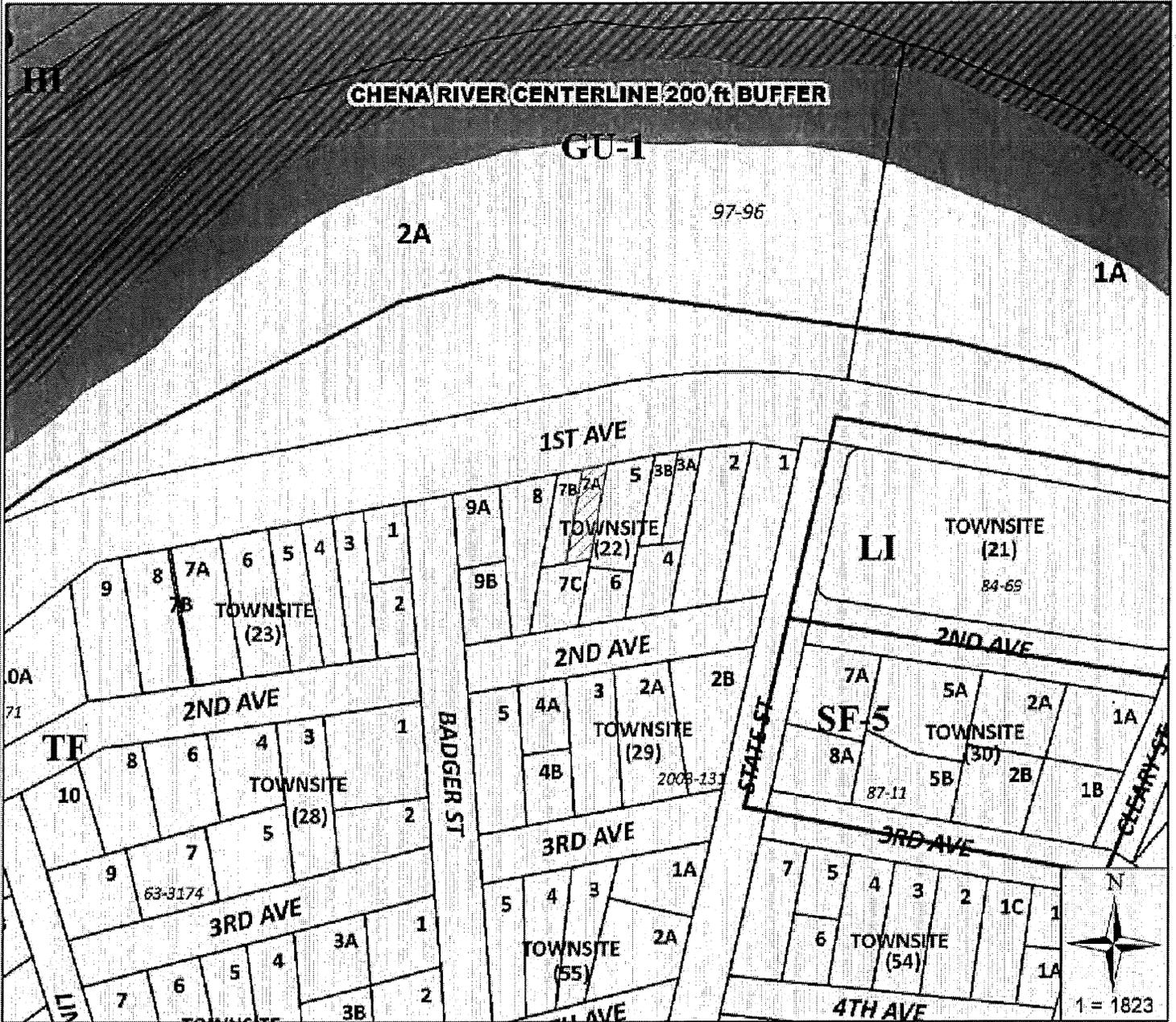
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Fairbanks North Star Borough

Zoning Report

PAN# 0031038
Printed on: 01/06/2015



Property information for PAN#: 0031038
 PROPERTY DESCRIPTION: FAIRBANKS TOWNSHIP, BLOCK: 22, LOT: 07A
 OWNER: Cherrier, Curtis R Benjamin Ford
 BILLING ADDRESS: PO BOX 202109 Anchorage, AK 99520 2109
 SITUS ADDRESS: 1323 First Ave
 PARCEL SIZE: 2375 SF
 FLOOD ZONE: X (100%)
 SPECIAL REG. AREAS: None
 ZONING: TF (100%)
 COMP PLAN: Urban Area (100%), Urban Boundary (100%)
 PLANNING DISTRICT: Fairbanks (100%)
 ROAD SERVICE AREA: City of Fairbanks (100%)
 FIRE SERVICE AREA: City of Fairbanks (100%)
 FIRE RESPONSE AGENCY: City of Fairbanks Fire Department (100%)
 STRUCTURES: SFR (1 Unit)
 COMMUNITY PLANNING PERMITS: NONE

Controlled Access Roads	FEMA Flood Zones (March 17, 2014 sFIRM)
ARTERIAL - CONTROLLED ACCESS	A
Special Regulatory Areas	AE
CHENA RIVER CENTERLINE 200 FT BUFFER	AE, FLOODWAY
LEVEE 250 FT BUFFER	AH
SALCHAKET HEIGHTS EROSION CONTROL	AC
	X

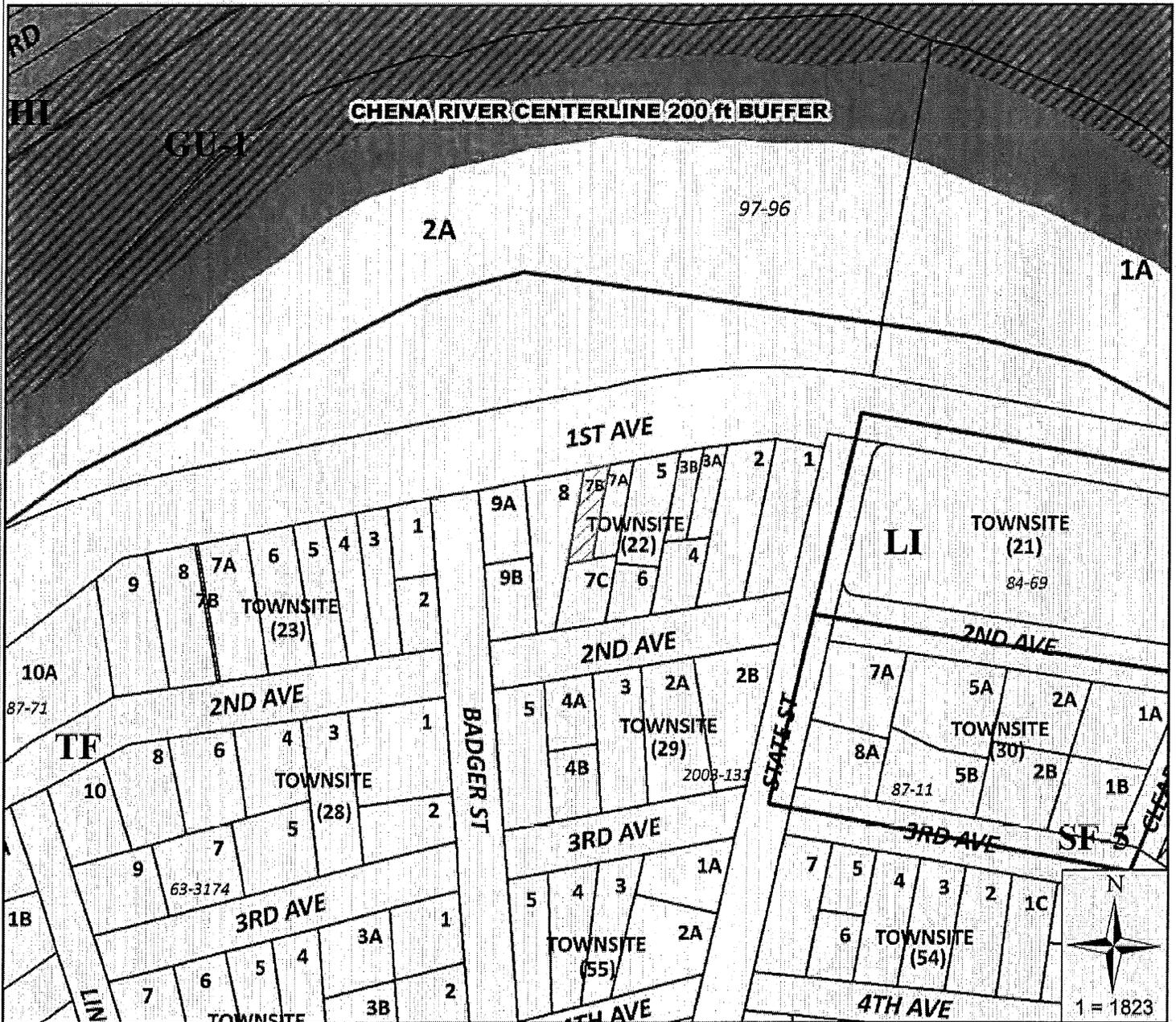
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Fairbanks North Star Borough

Zoning Report

PAN# 0031046
Printed on: 01/06/2015



Property Information for PAN#: 0031046

PROPERTY DESCRIPTION: FAIRBANKS TOWNSHIP, BLOCK: 22, LOT: 07B
 OWNER: Cherrier Curtis R - Benjamin Ford
 BILLING ADDRESS: PO BOX 202109 Anchorage, AK 99520 2109
 SITUS ADDRESS: 1325 First Ave
 PARCEL SIZE: 2375 SF
 FLOOD ZONE: X (100%)
 SPECIAL REG. AREAS: None
 ZONING: TF (100%)
 COMP PLAN: Urban Area (100%), Urban Boundary (100%)
 PLANNING DISTRICT: Fairbanks (100%)
 ROAD SERVICE AREA: City of Fairbanks (100%)
 FIRE SERVICE AREA: City of Fairbanks (100%)
 FIRE RESPONSE AGENCY: City of Fairbanks Fire Department (100%)
 STRUCTURES: N/A
 COMMUNITY PLANNING PERMITS: NONE

Controlled Access Roads	FEMA Flood Zones (March 17, 2014 dFIRM)
ARTERIAL - CONTROLLED ACCESS	A
Special Regulatory Areas	AE
CHENA RIVER CENTERLINE 200 ft BUFFER	AE, FLOODWAY
LEVEE 250ft BUFFER	AH
SALCHAKET HEIGHTS EROSION CONTROL	AO
	X

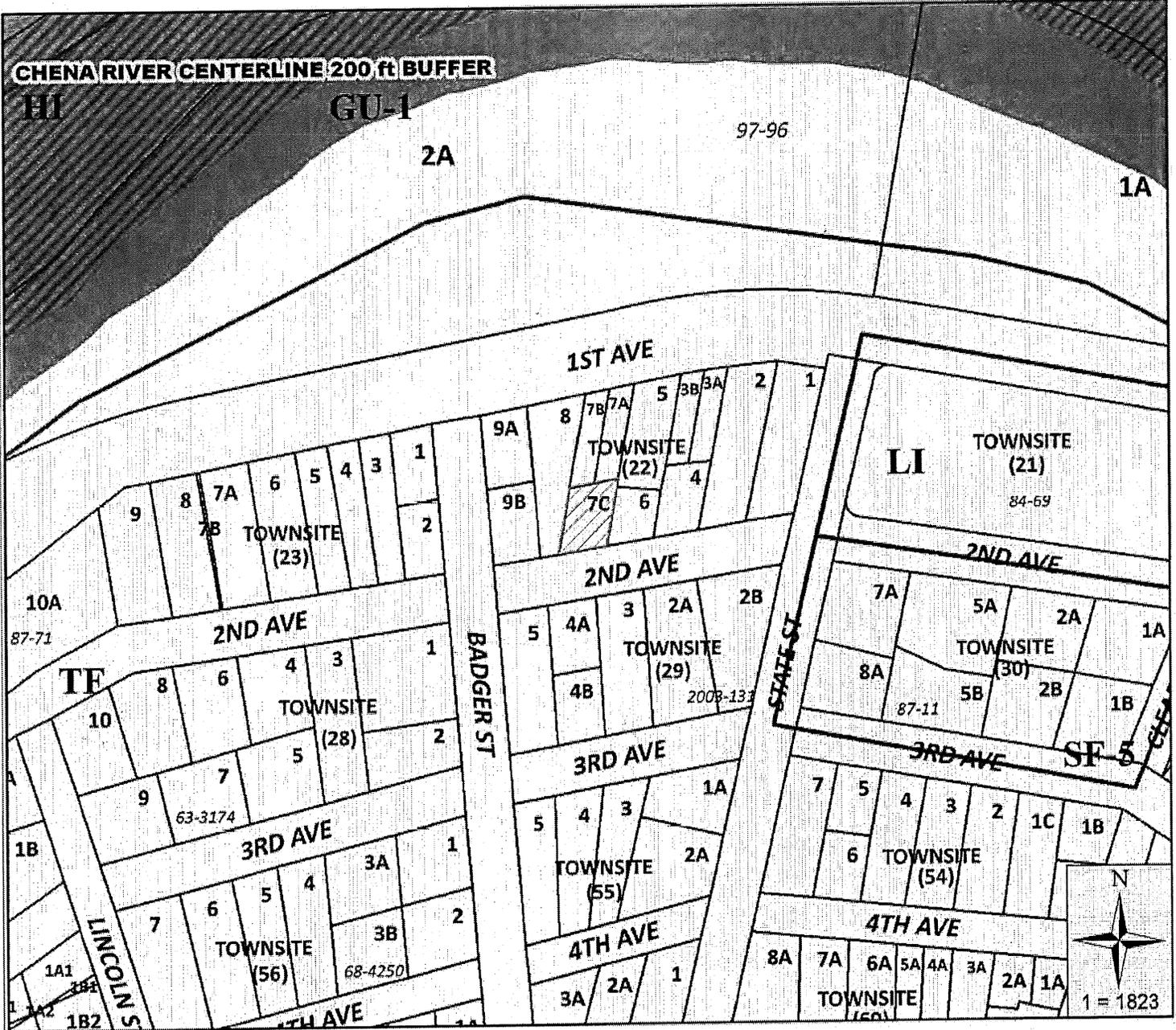
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Fairbanks North Star Borough

Zoning Report

PAN# 0613396
Printed on: 01/06/2015



Property Information for PAN#: 0613396

PROPERTY DESCRIPTION: FAIRBANKS TOWNSHIP, BLOCK: 22, LOT: 07C
 OWNER: Chemier-Curtis-R Benjamin Ford
 BILLING ADDRESS: PO BOX 202109 Anchorage, AK 99520 2109
 SITUS ADDRESS: N/A
 PARCEL SIZE: 3500 SF
 FLOOD ZONE: X (100%)
 SPECIAL REG. AREAS: None
 ZONING: TF (100%)
 COMP PLAN: Urban Area (100%), Urban Boundary (100%)
 PLANNING DISTRICT: Fairbanks (100%)
 ROAD SERVICE AREA: City of Fairbanks (100%)
 FIRE SERVICE AREA: City of Fairbanks (100%)
 FIRE RESPONSE AGENCY: City of Fairbanks Fire Department (100%)
 STRUCTURES: N/A
 COMMUNITY PLANNING PERMITS: NONE

Controlled Access Roads		FEMA Flood Zones (March 17, 2014 dFIRM)	
	ARTERIAL - CONTROLLED ACCESS		A
	Special Regulatory Areas		AE
	CHENA RIVER CENTERLINE 200 ft BUFFER		AE, FLOODWAY
	LEVEE 250ft BUFFER		AH
	SALCHAKET HEIGHTS EROSION CONTROL		AO
			X

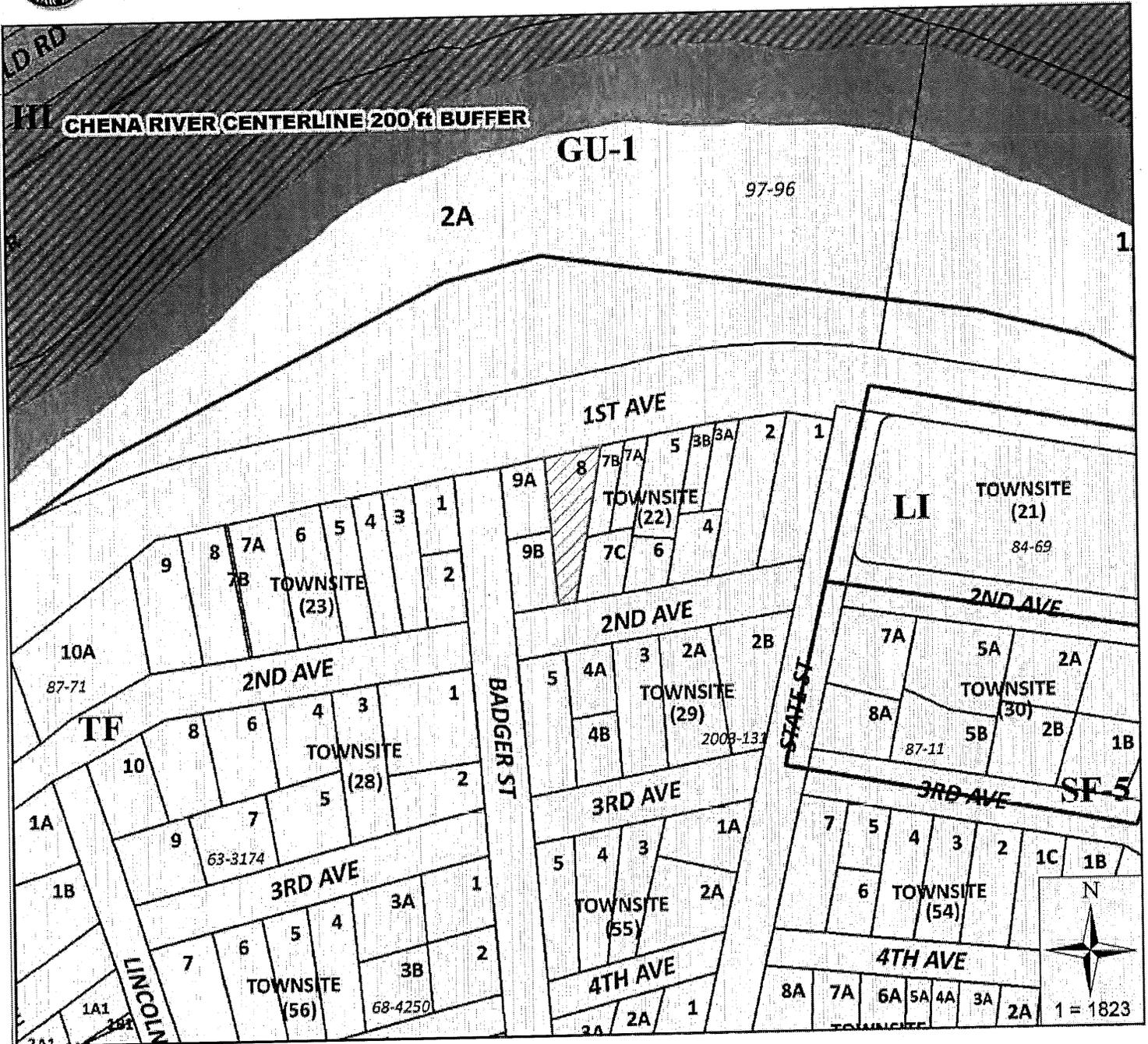
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Fairbanks North Star Borough

Zoning Report

PAN# 0613404
Printed on: 01/06/2015



Property Information for PAN#: 0613404

PROPERTY DESCRIPTION: FAIRBANKS TOWNSHIP, BLOCK: 22, LOT: 08
 OWNER: Charrier-Curtis R *Benjamin Ford*
 BILLING ADDRESS: PO BOX 202109 Anchorage, AK 99520 2109
 SITUS ADDRESS: N/A
 PARCEL SIZE: 6075 SF
 FLOOD ZONE: X (100%)
 SPECIAL REG. AREAS: None
 ZONING: TF (100%)
 COMP PLAN: Urban Area (100%), Urban Boundary (100%)
 PLANNING DISTRICT: Fairbanks (100%)
 ROAD SERVICE AREA: City of Fairbanks (100%)
 FIRE SERVICE AREA: City of Fairbanks (100%)
 FIRE RESPONSE AGENCY: City of Fairbanks Fire Department (100%)
 STRUCTURES: N/A
 COMMUNITY PLANNING PERMITS: NONE

Controlled Access Roads		FEMA Flood Zones (March 17, 2014 dFIRM)	
	ARTERIAL - CONTROLLED ACCESS		A
	Special Regulatory Areas		AE
	CHENA RIVER CENTERLINE 200 ft BUFFER		AE, FLOODWAY
	LEVEEE 250ft BUFFER		AH
	SALCHAKET HEIGHTS EROSION CONTROL		AO
			X

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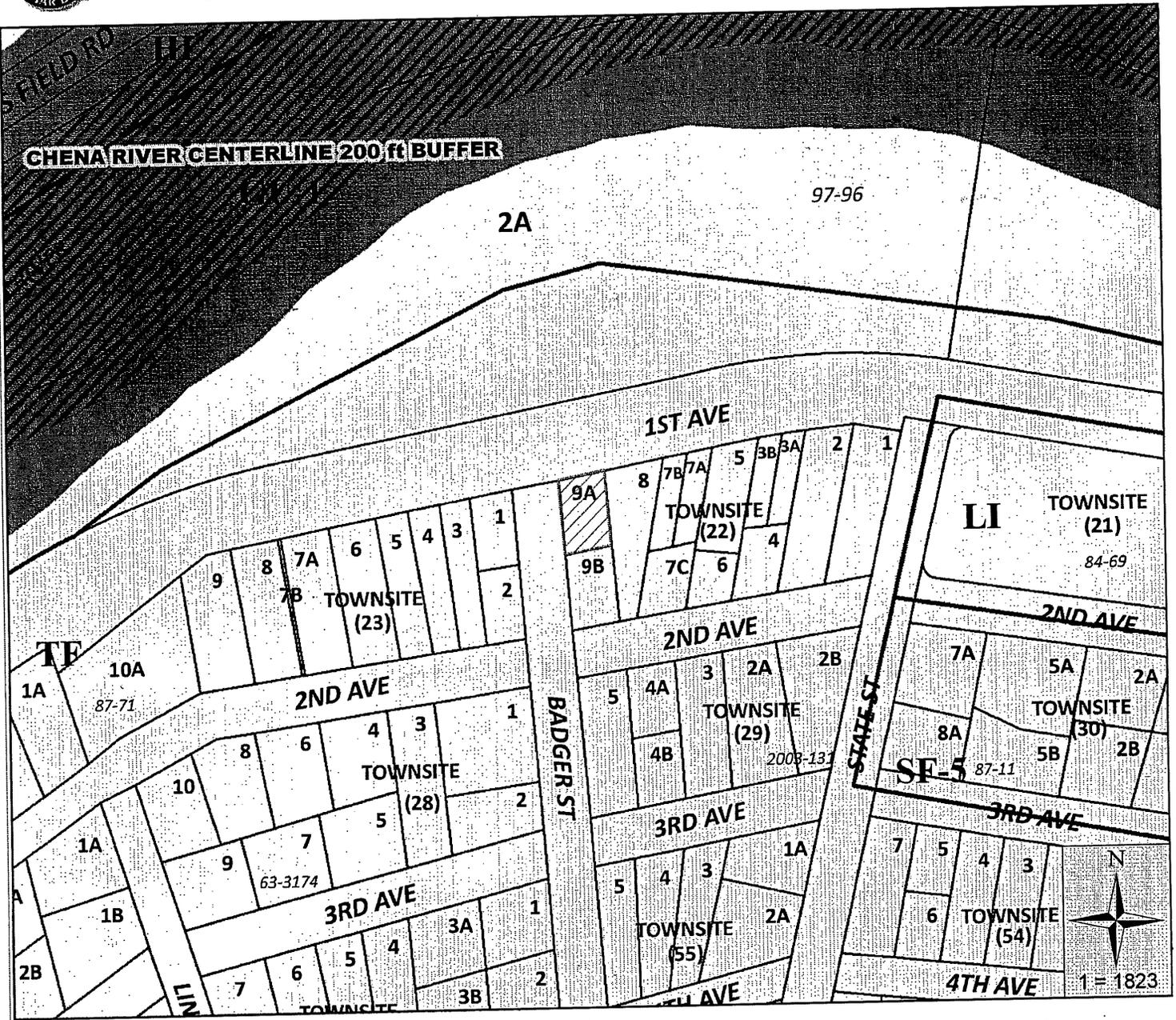


Fairbanks North Star Borough

Zoning Report

PAN# 0031062

Printed on: 01/06/2015



Property Information for PAN#: 0031062

PROPERTY DESCRIPTION: FAIRBANKS TOWNSHIP, BLOCK: 22, LOT: 09A

OWNER: Goertz Donovan K
 BILLING ADDRESS: 607 Old Steese Hwy Ste B 353 Fairbanks, AK 99701 3131

SITUS ADDRESS: 101 Badger St

PARCEL SIZE: 3850 SF

FLOOD ZONE: X (100%)

SPECIAL REG. AREAS: None

ZONING: TF (100%)

COMP PLAN: Urban Area (100%), Urban Boundary (100%)

PLANNING DISTRICT: Fairbanks (100%)

ROAD SERVICE AREA: City of Fairbanks (100%)

FIRE SERVICE AREA: City of Fairbanks (100%)

FIRE RESPONSE AGENCY: City of Fairbanks Fire Department (100%)

STRUCTURES: Duplex (2 Units)

COMMUNITY PLANNING PERMITS: NONE

Controlled Access Roads		FEMA Flood Zones (March 17, 2014 dFIRM)	
	ARTERIAL - CONTROLLED ACCESS		A
	Special Regulatory Areas		AE
	CHENA RIVER CENTERLINE 200 ft BUFFER		AE, FLOODWAY
	LEVEE 250ft BUFFER		AH
	SALCHAKET HEIGHTS EROSION CONTROL		AD
			X

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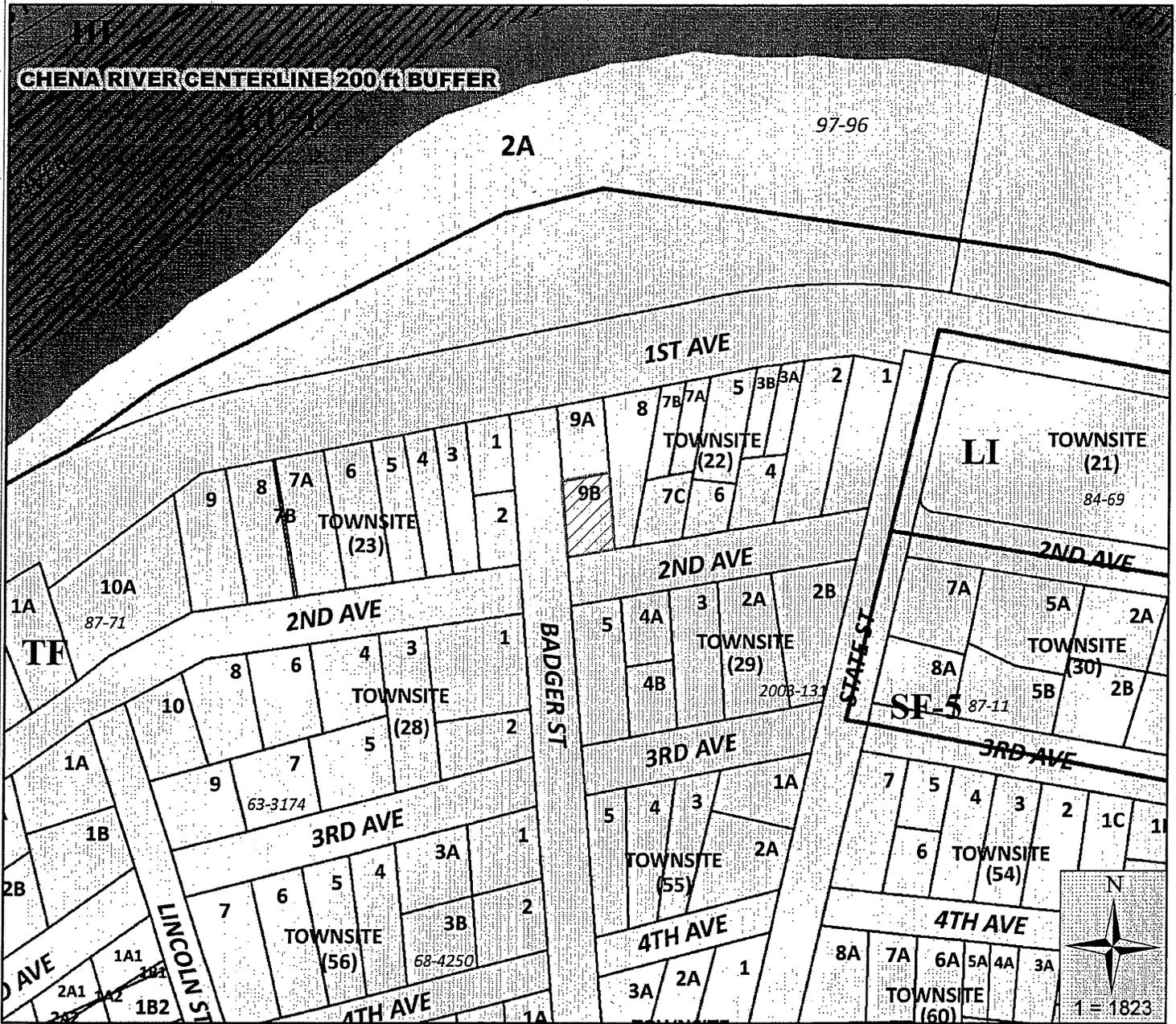


Fairbanks North Star Borough

Zoning Report

PAN# 0031071
Printed on: 01/06/2015

CHENA RIVER CENTERLINE 200 ft BUFFER



Property Information for PAN#: 0031071

PROPERTY DESCRIPTION: FAIRBANKS TOWNSHIP, BLOCK: 22, LOT: 09B
 OWNER: Kluting David D
 BILLING ADDRESS: PO BOX 73123 Fairbanks, AK 99707 3123
 SITUS ADDRESS: 1324 Second Ave
 PARCEL SIZE: 4030 SF
 FLOOD ZONE: X (100%)
 SPECIAL REG. AREAS: None
 ZONING: TF (100%)
 COMP PLAN: Urban Area (100%), Urban Boundary (100%)
 PLANNING DISTRICT: Fairbanks (100%)
 ROAD SERVICE AREA: City of Fairbanks (100%)
 FIRE SERVICE AREA: City of Fairbanks (100%)
 FIRE RESPONSE AGENCY: City of Fairbanks Fire Department (100%)
 STRUCTURES: Triplex (3 Units)
 COMMUNITY PLANNING PERMITS: NONE

Controlled Access Roads	FEMA Flood Zones (March 17, 2014 dFIRM)
ARTERIAL - CONTROLLED ACCESS	A
Special Regulatory Areas	AE
CHENA RIVER CENTERLINE 200 ft BUFFER	AE, FLOODWAY
LEVEE 250ft BUFFER	AH
SALCHAKET HEIGHTS EROSION CONTROL	AO
	X

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HI

PHILLIPS FIELD RD

CHENA RIVER

GU-1

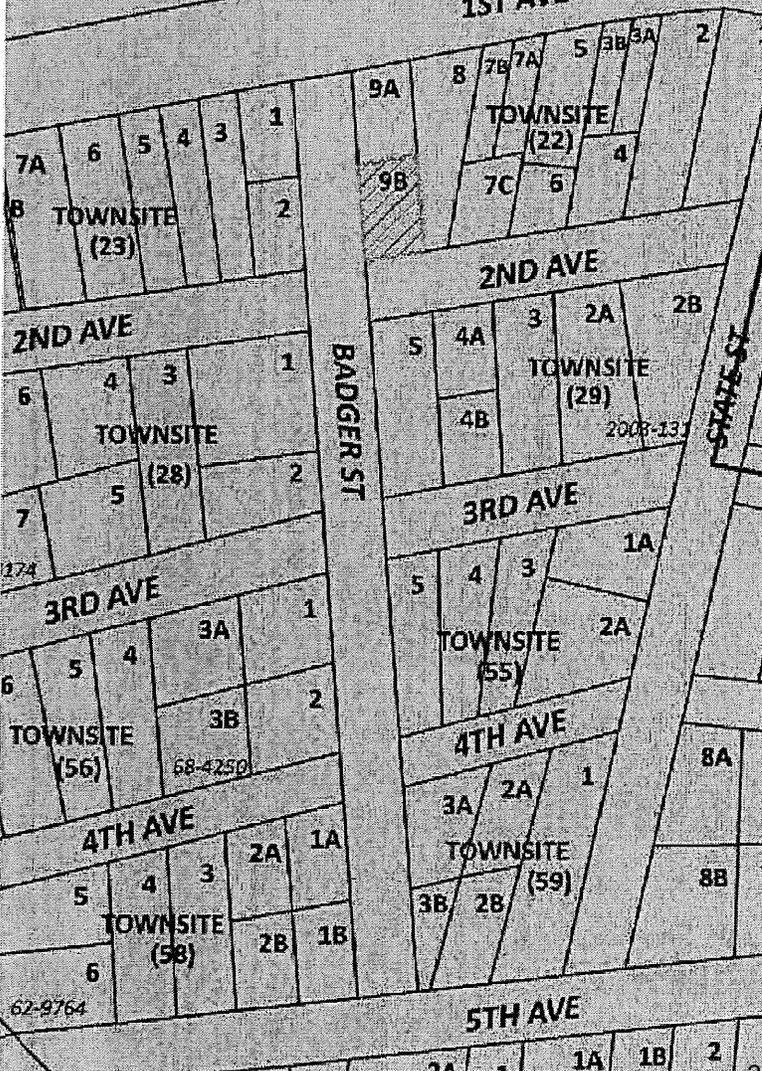
97-96

2A

1A

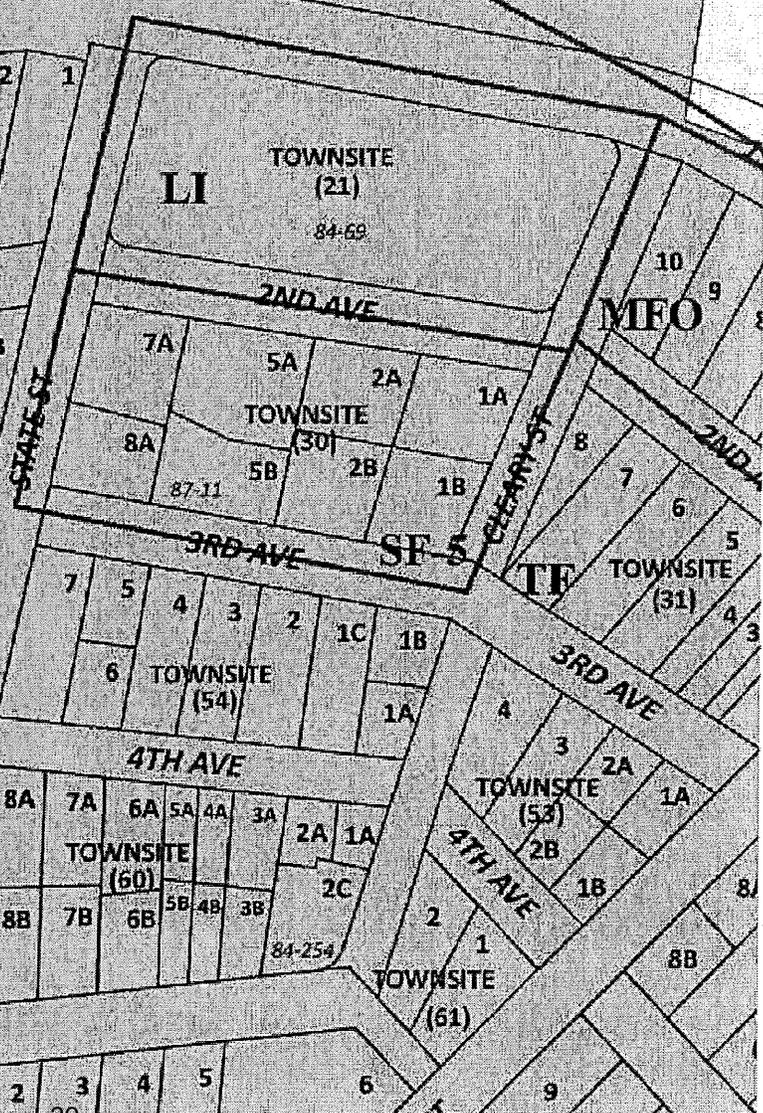
URBAN

1ST AVE



LI

TOWNSHIP (21)
84-69



MFO

2ND AVE

3RD AVE

STATE ST

CHENA ST

SE 5

TF

TOWNSHIP (31)

4TH AVE

TOWNSHIP (53)

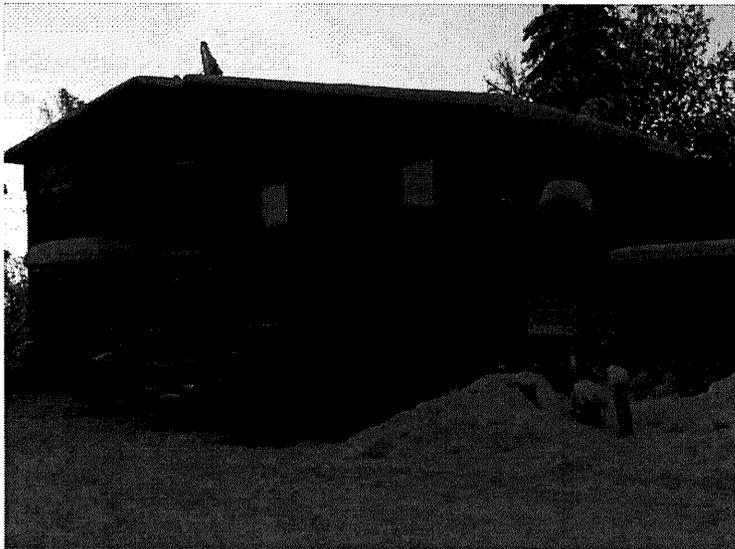
4TH AVE

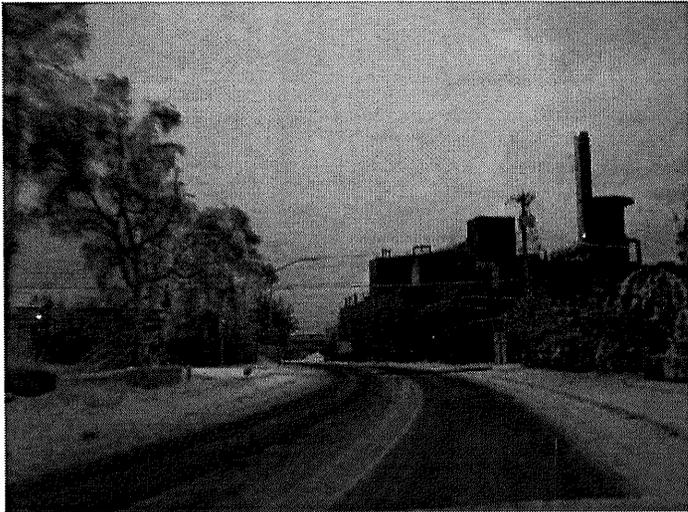
TOWNSHIP (61)

5TH AVE

ST

RZ2015-006_Ford_Sign_Pictures_2015-0128

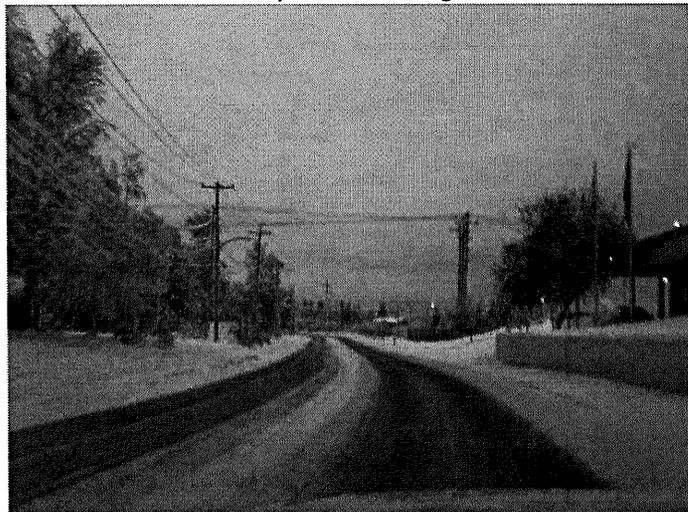




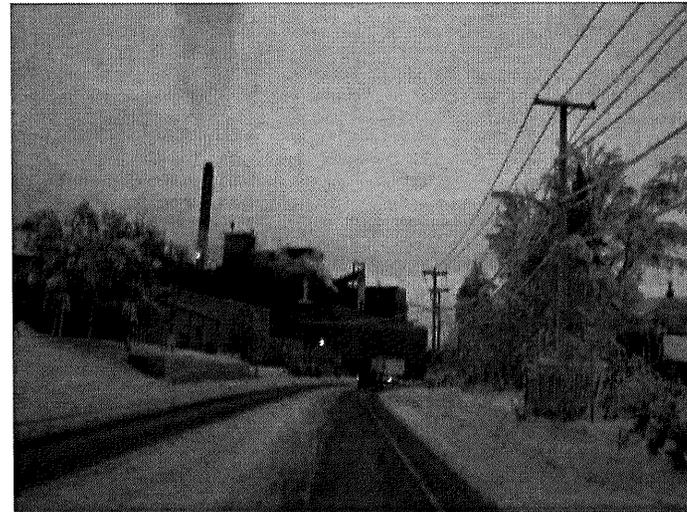
1st Avenue east of Cleary Street looking west



1st Avenue east of State Street looking west



1st Avenue east of Badger Street 22 looking west



1st Avenue west of State Street looking east



Lot 1 from 1st Avenue



North Half Lot 1 from State Street



Lot 1 from 2nd Avenue



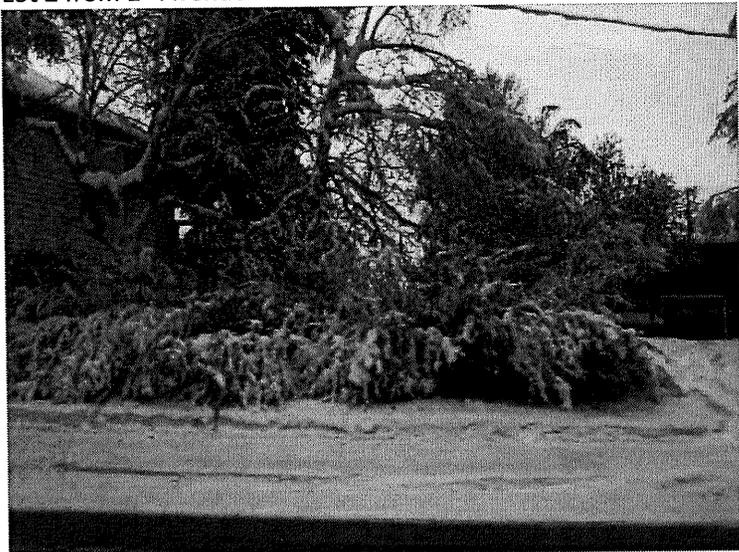
South Half Lot 1 from State Street



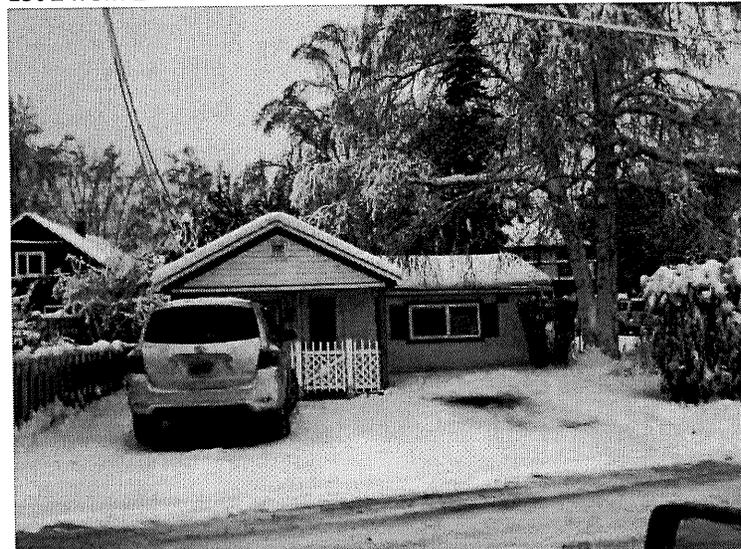
Lot 2 from 1st Avenue



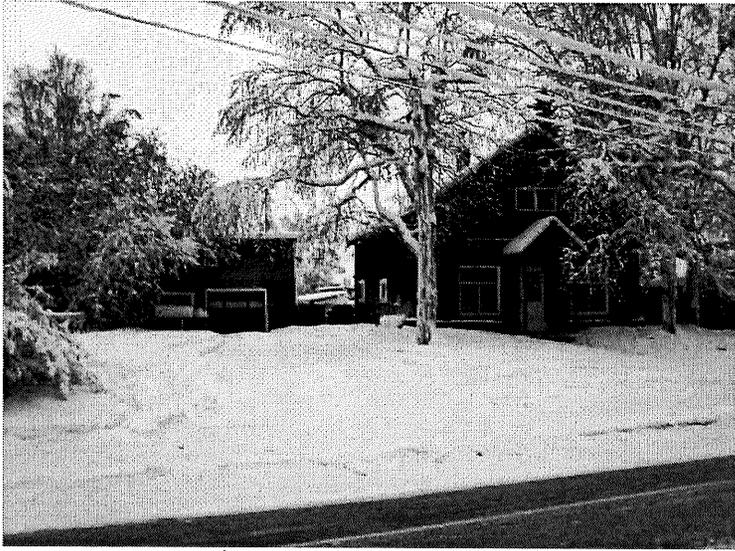
Lot 2 from 2nd Avenue



Lot 3A from 1st Avenue



Lot 4 from 2nd Avenue



Lots 3B & 5 from 1st Avenue



Lots 6 & 5 from 2nd Avenue



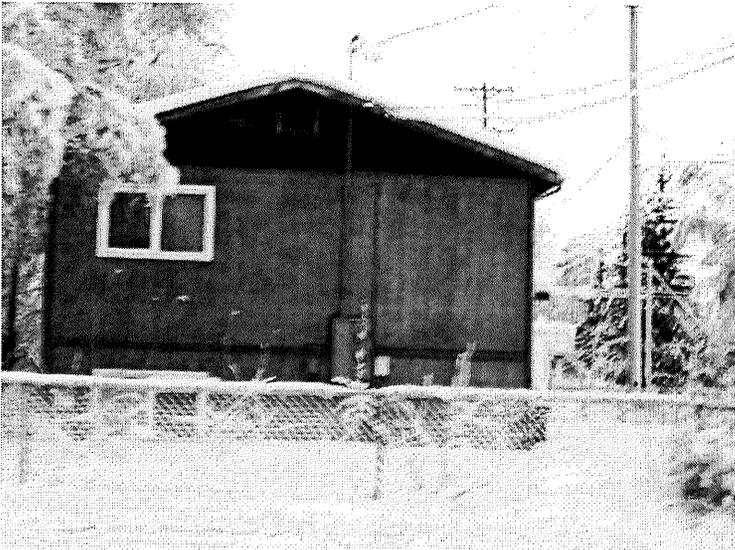
Lots 7A & 7B from 1st Avenue



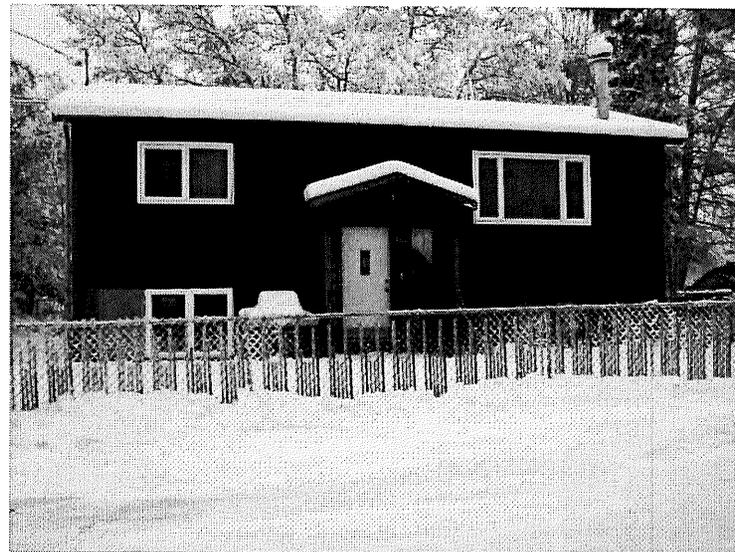
Lots 8 & 7C from 2nd Avenue



Lot 8 from 1st Avenue



Lot 9A from 1st Avenue



Lot 9A from Badger Street



Lot 9B from Badger Street



Lot 9B from 2nd Avenue



At 1st Avenue looking south down Badger Street



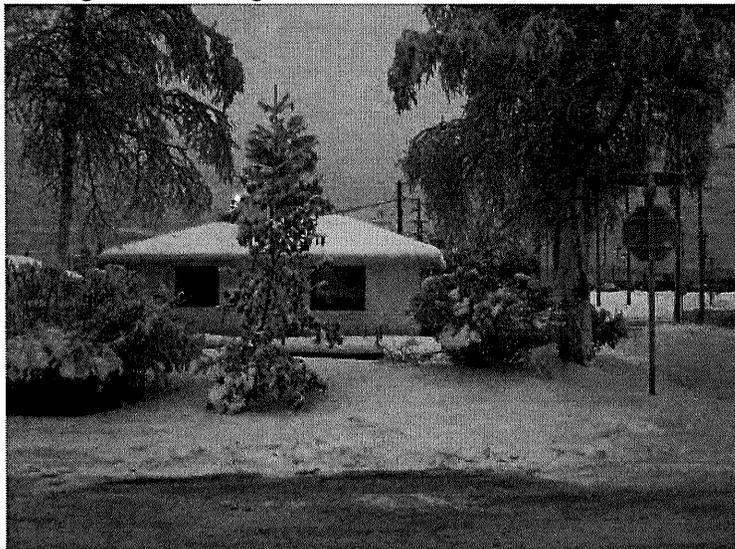
Southeast corner of 1st Avenue and Badger Street



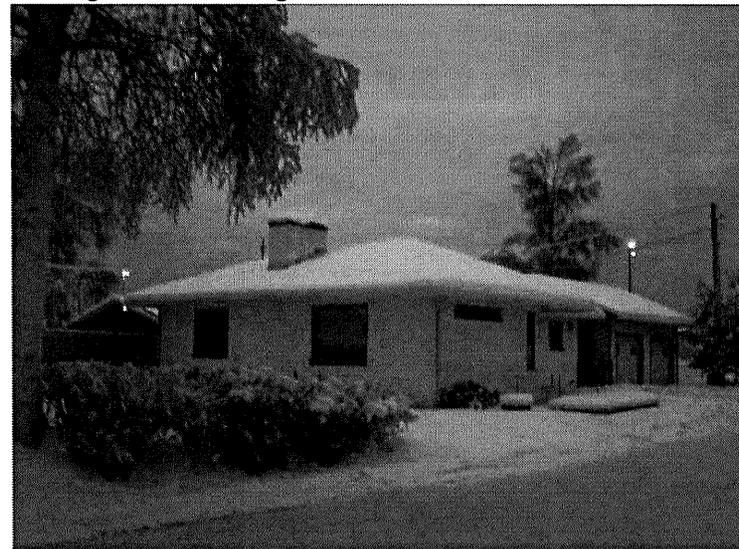
Looking south on Badger Street from 1st Avenue near 2nd Avenue



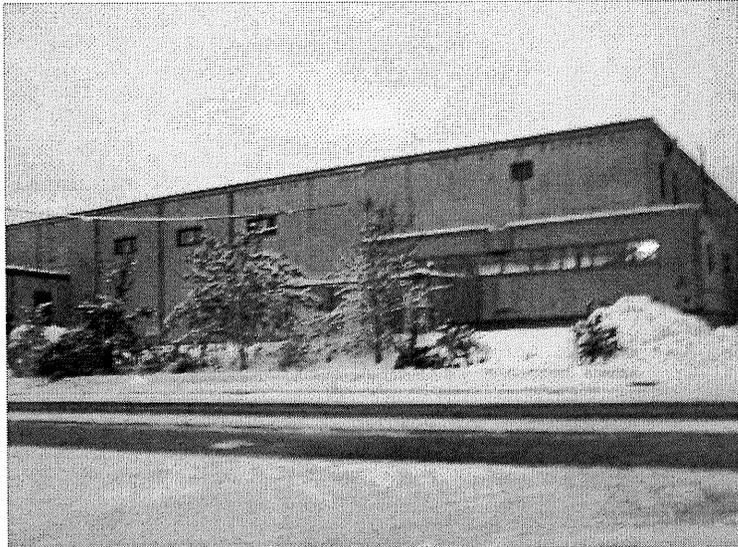
At Badger Street looking west down 2nd Avenue



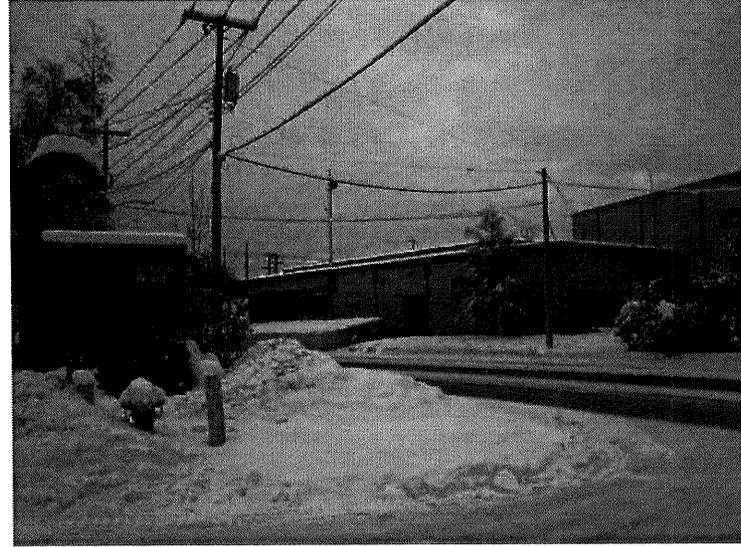
Northwest corner of 2nd Avenue and Badger Street (Block 23)



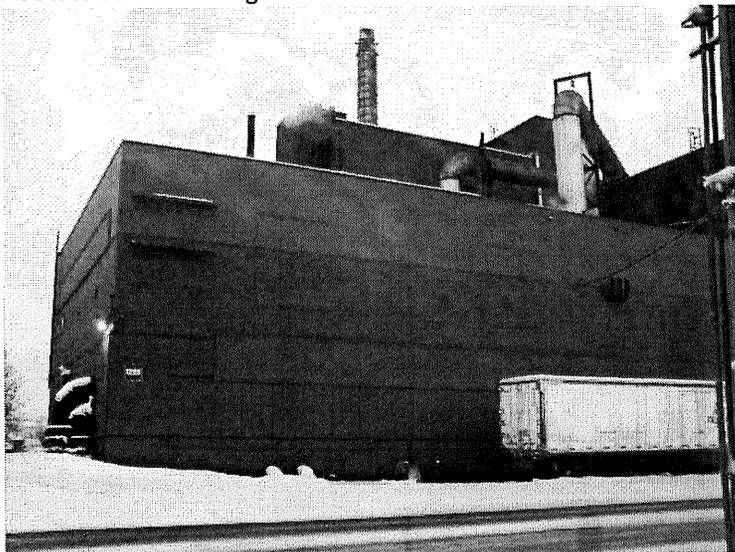
Southwest corner of 1st Avenue and Badger Street (Block 23)



At State Street looking northwest across 1st Avenue



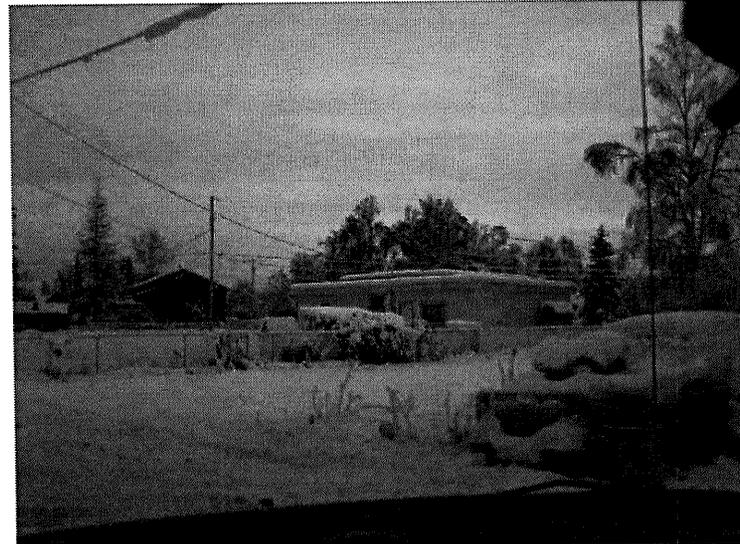
At State Street looking west down 1st Avenue



At State Street looking northeast across 1st Avenue



Southeast corner of 2nd Avenue & Badger Street (Block 29)



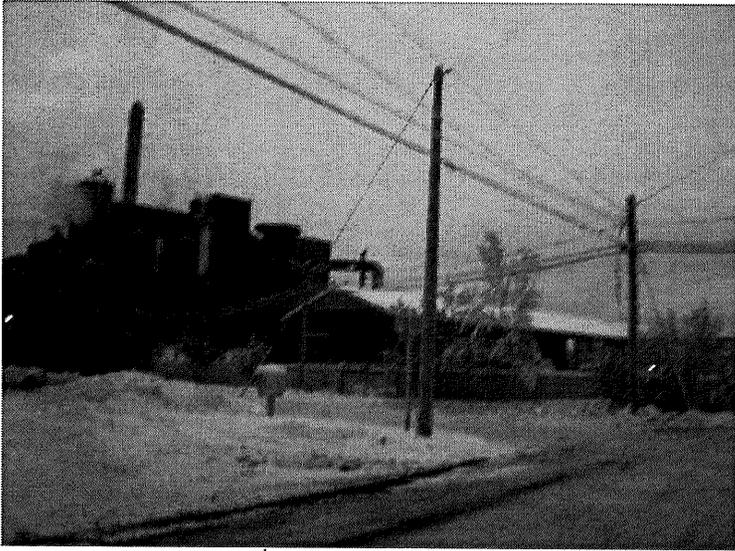
Looking at the middle of Block 29 from 2nd Avenue



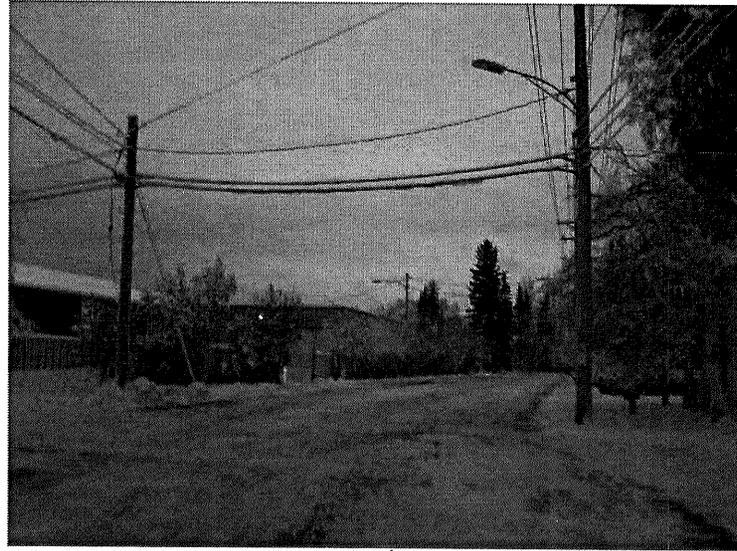
Looking at the middle of Block 29 from 2nd Avenue



Looking at the east side of Block 29 from 2nd Avenue



Northeast corner of 2nd Avenue and State Street (Block 21)



At State Street looking east on 2nd Avenue



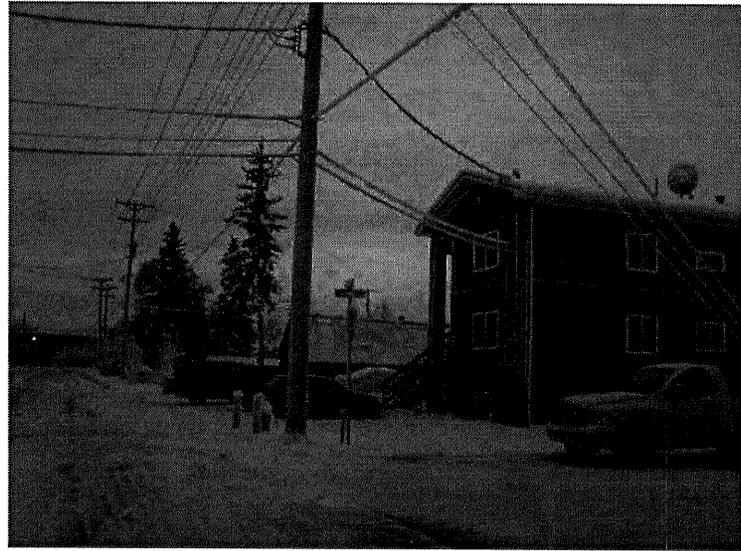
Southeast corner of 2nd Avenue and State Street (Block 30)



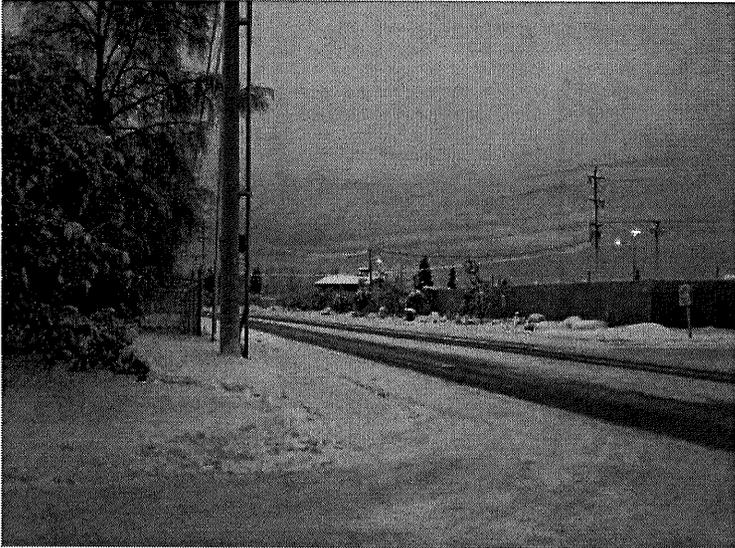
Looking north on Badger Street from 3rd Avenue



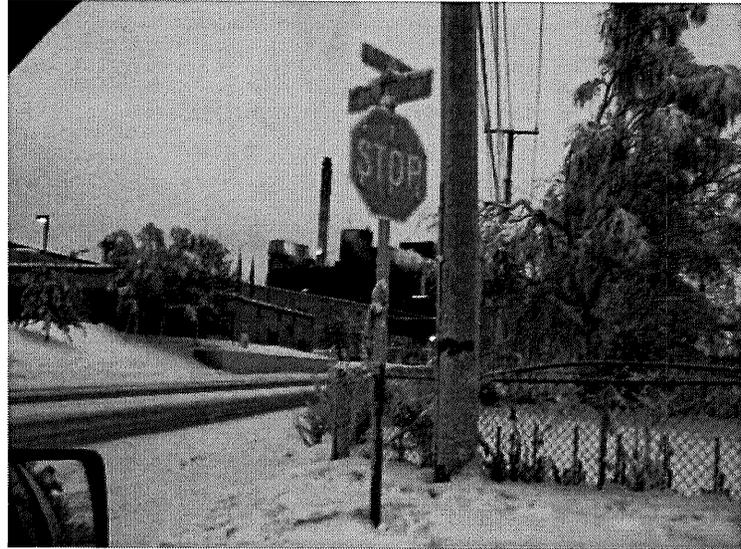
At State Street looking northeast on 2nd Avenue



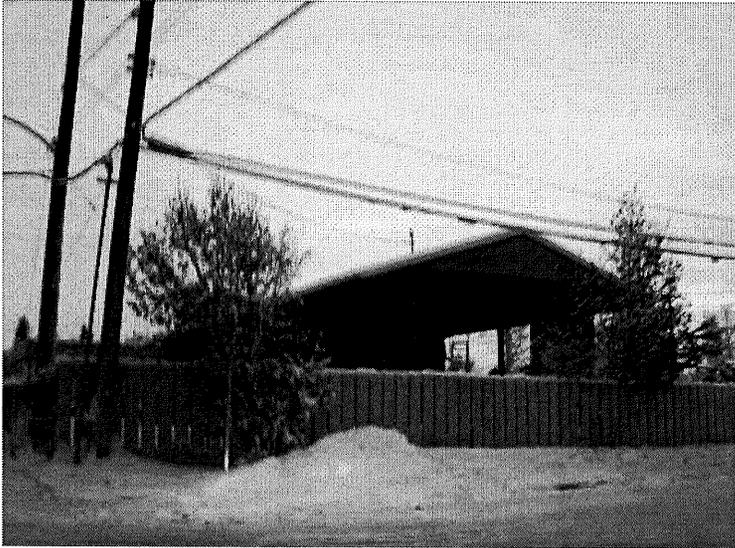
At State Street looking southeast on 2nd Avenue



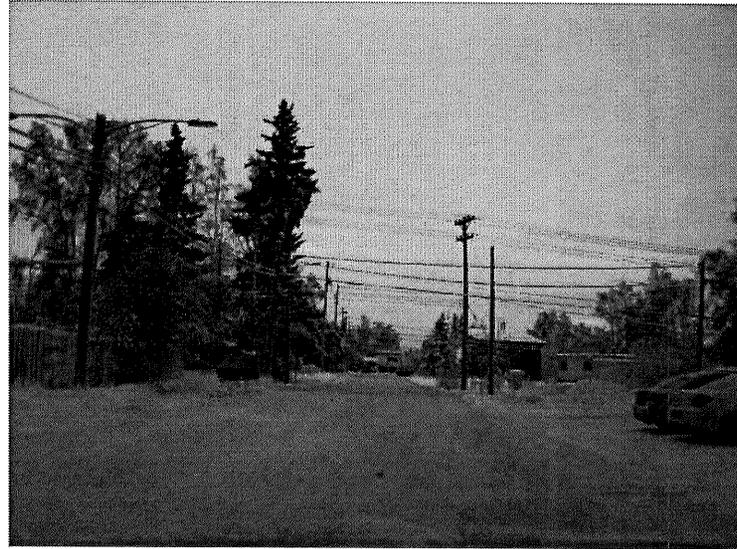
At Badger Street looking west down 1st Avenue



Badger Street looking east down 1st Avenue



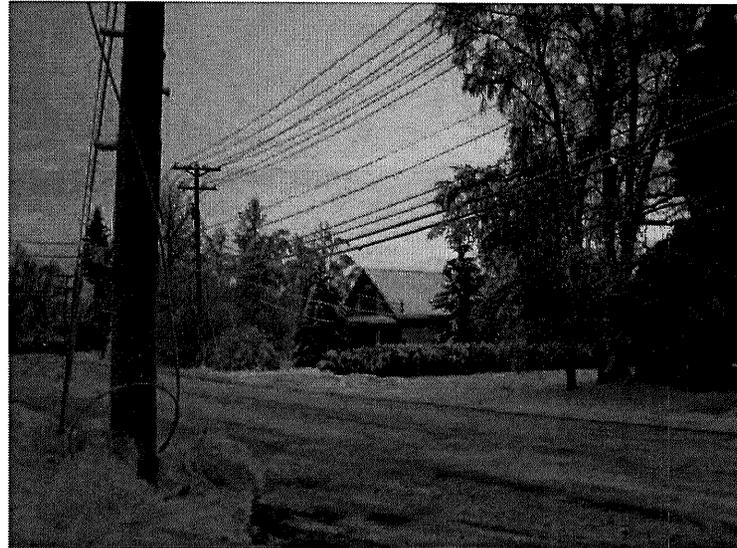
Southeast corner of 1st Avenue and State Street (Block 21)



At 1st Avenue looking south down State Street



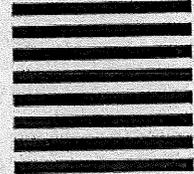
Southeast corner of 2nd Avenue and State Street (Block 30)



At State Street looking southeast on 2nd Avenue



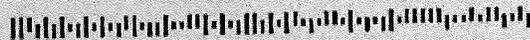
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FAIRBANKS NORTH STAR BOROUGH
P.O. BOX 71267
FAIRBANKS, AK 99707-9990



FOLD ON THIS LINE

Dear Property Owner:

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You are being notified as a courtesy because your property is within 500 feet of the request. You may provide comments on this application by returning this notice prior to the meeting or by testifying in person.

A public hearing on this request will be held at **7:00 pm, Tuesday, February 17, 2015**, at the Borough Administrative Center, Assembly Chambers, 809 Pioneer Road, Fairbanks.

For more information, please email planning@fnsb.us or contact Community Planning at 459-1260. The staff report to the commission will be available online at www.fnsb.us/meetings/planningcommission five days before the hearing.

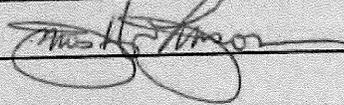
fo 
D. Christine Neison, Director
FNSB Department of Community Planning

FOLD ON THIS LINE

Property Owner: JAMES H. JOHNSON & GWENETTA DAWN JOHNSON

Address or Lot/Block/Sub: LOTS 1A, 1B, 2A, 2B, TOWNSITE 30

Comments: WE SUPPORT THIS RE-ZONING REQUEST.

RZ2015-006: A request by Benjamin Ford to rezone all of Block 22 of Fairbanks Townsite (approximately 54,105 square feet) from Two-Family Residential (TF) to Multiple-Family Residential / Professional Office (MFO). (Located between 1st Avenue and 2nd Avenue and between Badger Street and State Street.)

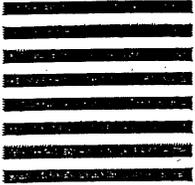
The Fairbanks North Star Borough is subject to the Alaska Public Records Act, AS 40.25 et seq. and this document may be subject to public disclosure under state law.

ADDENDUM



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Rella D. Spill
D. Christine Nelson, Director
FNSB Department of Community Planning

FOLD ON THIS LINE

Property Owner: Candace Carroll
Address or Lot/Block/Sub: 1221 3RD AVE, FBK AK Lot 3B154
Comments: I object to this Rezone.
outside buffer zone. @Carroll

RZ2015-006: A request by Benjamin Ford to rezone all of Block 22 of Fairbanks Townsite (approximately 54,105 square feet) from Two-Family Residential (TF) to Multiple-Family Residential / Professional Office (MFO). (Located between 1st Avenue and 2nd Avenue and between Badger Street and State Street.)

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Tanya Hughes

From: L.B <lat64n@yahoo.com>
Sent: Friday, February 13, 2015 3:52 PM
To: Webmail Planning
Cc: Webmail Planning
Subject: RZZ2015-006

Christine Nelson Director,
FNSB Department of Community Planning.

I am opposed to the rezoning of Block 22 Fairbanks Townsite or any other lots along 1st Avenue and 2nd Avenue from 2 family residential to multiple-family or office buildings Please don't do it.

I will not be able to attend the hearing on Feb. 17,2015 at 7PM please let this email speak for me.

Thanks,
Laura LeMieux

Comm. Planning Dept

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Rellen D. Spill
fo- D. Christine Nelson, Director
FNSB Department of Community Planning

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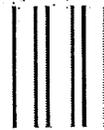
Property Owner: Peter delima

Address or Lot/Block/Sub: 1319 1st Ave

Comments: I have no issues with a Rezone of Block 22

RZ2015-006: A request by Benjamin Ford to rezone all of Block 22 of Fairbanks Townsite (approximately 54,105 square feet) from Two-Family Residential (TF) to Multiple-Family Residential / Professional Office (MFO). (Located between 1st Avenue and 2nd Avenue and between Badger Street and State Street.)

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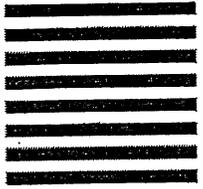
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Rella D. Spill

D. Christine Nelson, Director
FNSB Department of Community Planning

FOLD ON THIS LINE

Property Owner: Stephen Ketzler

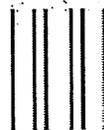
Address or Lot/Block/Sub: 360 State St. or Townsite (55)2A

Comments: Personally pro development in my area of downtown Fairbanks
In the past 4 years of owning my house, I've seen 2 houses
on my block go abandoned. New development will help revitalize the
downtown area and create more revenue for the City.

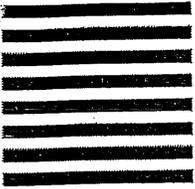
RZ2015-006: A request by Benjamin Ford to rezone all of Block 22 of Fairbanks Townsite (approximately 54,105 square feet) from Two-Family Residential (TF) to Multiple-Family Residential / Professional Office (MFO). (Located between 1st Avenue and 2nd Avenue and between Badger Street and State Street.)

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Dear Property Owner:

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Rellen D. Spill

for D. Christine Nelson, Director
FNSB Department of Community Planning

FOLD ON THIS LINE

Property Owner: Vernon Allen Fleming
Address or Lot/Block/Sub: 304 Badger St., FBX5, AK 99701
Comments: We have no objections

RZ2015-006: A request by Benjamin Ford to rezone all of Block 22 of Fairbanks Townsite (approximately 54,105 square feet) from Two-Family Residential (TF) to Multiple-Family Residential / Professional Office (MFO). (Located between 1st Avenue and 2nd Avenue and between Badger Street and State Street.)

DRAFT

F. PUBLIC HEARING

RZ2015-006: A request by Benjamin Ford to rezone All of Block 22 (Lots 1, 2,3A, 3B, 4, 5, 6, 7A, 7B, 7C, 8, 9A and 9B) of Fairbanks Townsite (approximately 54,105 square feet) from Two-Family Residential (TF) to Multiple-Family Residential / Professional Office (MFO) or other appropriate zone. **(Located between 1st Avenue and 2nd Avenue and between Badger Street and State Street)**

Doug Sims, presented the staff report. Based upon staff analysis, the Department of Community Planning recommended **approval** of the proposed request with the following findings of fact in support of the request:

1. The request is consistent with the goals and policies of the Comprehensive Plan, specifically Land Use **Goal 3, Strategy 7**, which promotes a variety of land use opportunities.
2. The proposed Multiple-Family Residential/Professional Office zone does not jeopardize public health, safety or welfare because it does not result in a substantial intensification of uses. None of the uses allowed in the MFO produce undue hazards or adverse traffic impacts due to limited lot area availability and will be in line with expectations for the downtown area.

Mr. McBeath requested information regarding responses received to the Dear Property Owner letters; for and against the rezone request.

Mr. Sims responded that the responses were non-descript; the two in support stated that they had no objection, and the two opposed stated they were in against the rezone request.

Mr. McBeath commented that he had trouble interpreting the responses.

Mr. Lanning inquired if Mr. Sims knew where Laura LeMieux, the author of an email response, lived.

Mr. Sims replied, no; however, he could determine that with GIS.

Mr. McBeath requested to see the adjoining properties and their classifications on screen.

Mr. Sims brought up the map on screen; the adjoining properties in Block 22 were Two Family Residential (TF), across 1st Avenue are General Use 1 (GU-1) and Light Industrial (LI). Block 30 was Single Family 5; some of those lots were vacant. Blocks 19 and 20, were rezoned in 2013 to Multiple-Family Residential/Professional Office (MFO).

Mr. McBeath commented; the effect of approving the rezone would make more heterogeneous zoning in this area.

Mr. Sims agreed it would be varied; however not out character along a collector street as 1st Avenue with Industrial Uses across the street. Usually there is some gradation in zoning intensity between Industrial to Residential. Multiple-Family Residential/Professional Office (MFO) along a collector street is not unreasonable. It would be different if the request were for an interior block, away from 1st Avenue because it would draw a lot of traffic in through residential areas. If the rezone is approved, 2nd Avenue will experience some increased traffic if the lots are redeveloped with a higher intensity. The proposed zone allows for daycares, schools, and professional offices. However, in this location those uses are limited due to lot

area, off street parking requirements, and larger setback requirements for new structures; these requirements all limit potential uses for the future development in Block 22.

Mr. McBeath queried would it have more potential under Multi-Family (MF) than it does currently as Two Family (TF).

Mr. Sims responded, yes, with Multi-Family (MF) no Professional Office uses were allowed. The Multiple-Family Residential/Professional Office (MFO) allows for higher residential density compared to Multi Family (MF). In terms of what development would be allowed if the rezone were approved; the vacant lots, 7A, 7B, 7C, and 8 comprise only about 14,000 square feet so potential is limited.

Mr. Lanning inquired which lots were single family residences. If all the single family residences were torn down, would that make this area more developable?

Mr. Sims pointed out the single family homes on the screen; lots 2, 4, and a combination of lots 3B and 5.

Mr. Billingsley queried if a Multiple-Family Residential/Professional Office (MFO) rezone request was submitted for the block south, what would Mr. Sims recommend?

Mr. Sims replied that he would be hesitant to recommend approval.

Mr. Billingsley inquired if that was due to it being a block away from 1st Avenue.

Mr. Sims replied that it was located farther away from the main traffic corridor and would bring higher density into a two family neighborhood.

Mr. Billingsley continued, what about the same request for the block to the west.

Mr. Sims responded, without being familiar with this area, large vacant lots compared to the current request where the lots are already developed and stable.

Mr. Billingsley observed that a zoning change lasts forever; if the current structures are torn down something else could be built.

Mr. Sims commented that age factored into that, Lots 7A and 6 were vacant. There is an electrical generating power plant across the street zoned General Use 1 (GU-1) which also factors into the potential. 2nd and 3rd Avenue do not have sidewalks and are not major connectors to downtown. All of these factors would be considered in a recommendation and I do not know what I would recommend for Block 23.

Mr. Billingsley commented that was his point. Would Mr. Sims support all of the Blocks along 1st Avenue being rezoned to Multiple-Family Residential/Professional Office (MFO)?

Mr. Sims replied, no. That question was too broad and vague to answer. The Comprehensive Plan calls this area Urban and should give direction; however, in my opinion it does not. Things to consider; what is there now, what is the potential for change, and what type of transportation was near.

Mr. Billingsley inquired how a residential neighborhood was developed right across from a General Use 1 (GU-1) power plant.

Mr. Sims responded that the power plant was established by the City of Fairbanks prior to the existence of the Fairbanks North Star Borough. The railroad delivered coal across the river on a

conveyor belt. The power plant should be zoned Heavy Industrial (HI); however, General Use 1 (GU-1) is similar. The town site is the original part of Fairbanks and perhaps in the 1950's they were not concerned with compatibility issues.

Mr. McBeath added, there were zones and the City of Fairbanks did have zoning powers

Mr. Sims concurred.

Mr. Guinn probed did Mr. Sims believe that there were enough Multiple-Family Residential/Professional Office (MFO) lots in the Fairbanks North Star Borough, or if more were needed.

Mr. Sims replied there was no empirical data to make that determination for a town this size. Home occupations are allowed outright in all zones.

Mr. Guinn inquired if Mr. Sims would strongly disagree if he stated that there was not enough Multiple-Family Residential/Professional Office (MFO) zoning.

Mr. Sims offered that he would not strongly agree or disagree but he would be curious why Mr. Guinn posited that though.

Mr. McBeath inquired if Mr. Ford had questions for Mr. Sims.

Benjamin Ford, applicant, offered that all questions were asked prior to applying.

Mr. McBeath observed that there were many co-applicants listed, inquiring as to the relationship between the owners living on adjoining properties.

Mr. Ford explained that his idea of zoning was about property rights and interests. He approached the neighbors prior to filing the application to see if they were interested in rezoning as well; explaining the density issue. The neighbors are investing money in their properties for their existing use; however, they all liked the flexibility of increased density usage and adding signage on 1st Avenue.

Mr. McBeath restated for clarification, the current zoning does not allow him to do what he would like on his property.

Mr. Ford explained that he and David Kluting, co-applicant, both purchased triplexes on their respective lots. He purchased his using owner financing, the Borough assessing page lists the structure as a triplex; however, it is zoned Two Family (TF). When he tried to refinance the underwriter denied the loan request due to noncompliance with zoning requirements. He commented that he was not sure how a triplex was constructed in this zone; the City of Fairbanks permit was obtained, but it was not zoned for a triplex. One of the units was huge and it is hard to keep tenants due to the large vehicular traffic and steam release from the power plant; it is hard to rent a 2,000 square foot apartment to one or two people. Previous tenants sublet rooms which causes an issue for the landlord trying to evict individuals who are not on the lease. 1st Avenue has developed as a collector street; according to a friend at DOT the traffic has tripled in the past twenty to twenty five years. Owners in this block are adding fencing and trees due to the traffic compared to properties to the North and South which are open yards and gardens. Zoning should match the use of the property. One neighbor is rebuilding his parents' house and has a lawyer interested in purchasing the property if he could put up a sign on 1st Avenue.

Ms. Banks asked for clarification, the rezone was not to build offices but to match zoning to the current property use.

Mr. Ford replied, his intended and understanding from conversations with other owners was that the rezone was for existing use.

Public Hearing Opened

Lee Wood, resident of Fairbanks, spoke against the rezone request. She purchased her property, which is located 1 block to the west of the rezone, 20 years ago. She purchased the adjacent property because she loved the neighborhood. She attended several rezoning meetings since the big rezone on 1st Avenue, being told that it is not near her property yet. Now it is the next block over. If reason for the rezone request was to bring two triplexes into compliance there is no need to rezone the entire block. She posited that people could purchase the lots and turning them into parking lots and group homes; things that do not match the neighborhood. The block is surrounded on three sides by residential properties. When blocks 19 & 20 were rezoned they were assured that traffic and parking on 2nd Avenue would not be an issue. However, that is not true. After the rezone and addition of the Chiropractic office 2nd Avenue became a one lane road; there are no sidewalks or guards to protect pedestrians. This rezone request would bring that problem further down 1st Avenue. 2nd Avenue is becoming a major corridor. This neighborhood is given nothing in return. She inquired where the rezoning would be stopped. Owners did not purchase here to live next to a group home or parking lot.

Ms. Banks queried where Ms. Wood's property was located with respect to the rezone request.

Ms. Wood one block to the west, 1524 2nd Avenue and she also owns 1538.

Mr. McBeath inquired if she was aware that there are 7 or 8 co-applicants.

Ms. Wood replied, yes.

Mr. McBeath asked if her fear of non-compatible future developments was based on similar developments that happened close to this location.

Ms. Wood responded it was based in the recent rezone that brought a Chiropractic Clinic into this area which increased traffic to the point that 2nd Avenue is a one way street at times. For the block requesting rezone now; what is the access? What is the parking available? A business requiring parking or access will bring traffic to the south.

Mr. Guinn inquired if there has been construction in this area since the power plant was installed in the 1950's.

Ms. Wood replied, yes; it doesn't happen often because it is a stable neighborhood.

Mr. Whitaker declared that he has a potential conflict of interest that he was not aware of at the beginning of the meeting. He performed work on the house that Ms. Wood refurbished at the end of the road. He did not recognize her until she came forward.

Mr. McBeath referred the question to Ms. Klepaski; Mr. Whitaker performed work for Ms. Wood, however, she is not an adjacent property owner.

Ms. Klepaski inquired how significant was the work done.

Mr. Whitaker replied \$500.00 worth of work.

Ms. Klepaski asked for clarification; it is not an ongoing service?

Mr. Whitaker replied, no.

Ms. Klepaski queried if it was at all based on the value of her home.

Mr. Whitaker answered, no.

Ms. Klepaski advised that she did not see a conflict.

Mr. McBeath ruled no conflict.

David Kluting, co-applicant, spoke regarding the non-compliance of his property; he was the other owner of a triplex in the Two Family (TF) zone. He, like Mr. Ford, purchased his property using owner financing. The Borough lists the property as a triplex. It was built in the 1980's, has three meters, and is billed as a triplex for garbage service. Somehow a triplex was allowed, by the Borough and City of Fairbanks, to be constructed in a non-compliant zone. He was informed of the zoning issue while trying to refinance the property. He offered that there is no intention of building additional structures; adding that the small vacant lots did not allow many options for structures to be built with current zoning requirements. This rezone would bring the triplex into compliance.

Mr. Billingsley queried if there was a driveway to the triplex.

Mr. Kluting answered, no; there is parking on both sides.

Mr. Billingsley queried if he knew where the parking was for Mr. Ford's property.

Mr. Kluting responded that Mr. Ford had more parking in front of his property.

Ms. Nelson inquired if Mr. Kluting had applied for Grandfather Rights to determine if his property was legal non-conforming.

Mr. Kluting responded, no.

Mr. McBeath commented that they did not know if it was legal non-conforming then.

Mr. Sims offered that this area has been zoned Two Family a long time. It was constructed in 1980. As to how it was possible to build a non-compliant structure; there was a time when the City of Fairbanks did not talk to Fairbanks North Star Borough Zoning when a lot of city building was happening. He posited that there was a lack of communication between two entities; the City of Fairbanks issued building permits and the Fairbanks North Star Borough Zoning issued permits for land use. .

Ms. Nelson asked if there was a copy of zoning permits for either of the two triplexes.

Mr. Sims replied, not that he was aware of but he would have to research. One of the triplexes applied for a setback variance that was denied.

Mr. McBeath informed that the Assembly recently approved triplexes as a conditional use in the Rural Residential (RR) zone. If that were possible for Two Family (TW) would that solve the need to be in compliance?

Mr. Kluting stated that to be in compliance in the current zone he would have to vacate one of the units.

Mr. McBeath observed that the zone he spoke of was Rural Residential (RR) and would not apply. He clarified that the rezone request was to bring the property into full compliance.

Mr. Billingsley inquired if there was an alternative to rezoning the entire block; was conditional use a possibility?

Ms. Klepaski counseled that it is not a conditional use in this zone. There were alternative options; rezone with Special Limitations or rezone to a different zone like Multi Family, which allows a triplex but not an office. Special Limitations require the approval of the owners.

Mr. Reilly enquired about the future intent regarding this property. Do you intend to sell the property if it is rezoned or will you reside there?

Mr. Kluting specified that he would live in one and rent out the other two.

Public Hearing Closed

MOTION Move to approve **RZ2015-006** with two (2) Findings of Fact by **Mr. Guinn**, seconded by **Mr. Lanning**.

Discussion

Mr. Guinn spoke in favor of recommending approval of the rezone request. The properties in this area have struggled with the traffic and industrial use created by the power plant; which will not change. He opined that the area would not improve under current zoning. He agreed with Mr. Sims that 1st Avenue was a collector. This rezone would be positive for the future of the area.

Mr. Lanning spoke in favor of recommending approval of the rezone request, agreeing with all of Mr. Guinn's points.

Ms. Banks spoke in favor of recommending approval of the rezone request. She agreed with the points made and posited that changes were coming in the future. She expressed empathy for the property owners that were affected.

Ms. Nelson instructed that Multi Family (MF) was an effective and appropriate transition zone between Industrial and Two Family (TW) or Single Family (SF) zones. She advised the commission to make a finding on spot zoning. The criteria for spot zoning includes; 1.) The consistency of the amendment with the Comprehensive Plan, 2.) The benefits and detriments to the owners adjacent land owners and the community and 3.) The size of the area rezoned. The Anderson Treatise states that parcels less than 3 acres are almost always spot zones, while parcels over 13 acres are almost always found valid. Since these properties are not adjacent to any other Multiple-Family Residential/Professional Office (MFO) a finding needs to be made to that effect.

Ms. Klepaski counseled these are three things that the courts consider; it is possible to have a rezone smaller than 3 acres but the other two criteria then become even more important.

Mr. McBeath instructed the commission to discuss and arrive at reasons why the approval of this request would not create a spot zone.

Mr. Billingsley spoke in favor of a more limited rezone; rezoning only the two lots with triplexes to Multi Family (MF). This would solve the stated issue and would not affect Ms. Wood. That would satisfy all individual interests. There is no need to rezone the entire block; the other property owners signed the paperwork but are not present to lobby for the rezone. Also, it would not open the entire block to being bulldozed in the future for offices.

Mr. McBeath asked if Mr. Billingsley would be in favor of that action if it were creating two new spot zones.

Ms. Klepaski instructed that suggestion would create spot zones by singling out two lots that are surrounded by incompatible zones.

Mr. Sims offered that staff advised Mr. Ford to not apply to rezone only the two properties as it would be a clear spot zone. Staff advised to rezone the entire block; it would be homogeneous, create a buffer against the traffic and the incompatible industrial uses to the north and east. This does not constitute a spot zone in spite of the small size; it is located in the Fairbanks Township where lots are small.

Mr. Reilly indicated that he shared Mr. Billingsley future use concerns if the rezone was approved. There are 17 permitted uses allowed in the Multiple-Family Residential/Professional Office (MFO) zone. A developer could potentially purchase the entire block and have no restrictions.

Ms. Banks disagreed, offering that there was already a large change between zones across 1st Avenue and this would create a buffer in between.

Mr. Lanning added that a block across from the power plant will not continue developing without help; buffering between the Industrial use of the power plant and residential use on 2nd Avenue is a benefit.

Mr. McBeath spoke in favor of recommending approval of the rezone request with three Findings of Fact instead of two, the third regarding the nonexistence of a spot zone. He offered appreciation for Ms. Woods' testimony, offering that rarely is there a case that can be solved without working against someone's interest. There is no guarantee that Ms. Woods' neighborhood will decay due to this rezone. All of the all of the adjacent property owners agreed to rezone from Two family (TF) to Multiple-Family Residential/Professional Office (MFO).

Ms. Klepaski advised that the commission could vote on just the rezone and then break to determine the Findings of Fact.

ROLL CALL TO RECOMMEND APPROVAL OF THE REZONE REQUEST

Six (6) in Favor: **Ms. Banks, Mr. Lanning, Mr. Guinn, Mr. Whitaker, Mr. Billingsley, and Mr. McBeath**

One (1) Opposed: **Mr. Reilly**

MOTION APPROVED

Mr. Sims read the proposed Findings of Fact into the record.

MOTION Move to approve the five (5) Findings of Fact as proposed by staff by **Mr. Guinn**, seconded by **Mr. Reilly**.

MOTION Move to amend the Findings of Fact as proposed by staff by **Mr. Lanning**, seconded by **Mr. Reilly**.

MOTION APPROVED WITHOUT OBJECTION

ROLL CALL ACCEPT THE FIVE (5) FINDINGS OF FACT AS PROPOSED BY STAFF

Seven (7) in Favor: **Mr. Lanning, Mr. Guinn, Mr. Whitaker, Mr. Reilly, Mr. Billingsley, Ms. Banks, and Mr. McBeath**

One (1) Opposed:

MOTION APPROVED

FAIRBANKS TOWNSHIP, BLOCK: 29, LOT: 02B
1504 Holdings Llc
PO BOX 72292
Fairbanks, AK 99707

FAIRBANKS TOWNSHIP, BLOCK: 23, LOT:
UMB02
Atwell Levi J
1406 2nd Ave Apt 1
Fairbanks, AK 99701

UTILITIES, LOT: 06&
Aurora Energy Llc
100 Cushman St Ste 210
Fairbanks, AK 99701

FAIRBANKS TOWNSHIP, BLOCK: 54, LOT: 01C
Baker Dolores J
1209 3rd Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSHIP, BLOCK: 55, LOT: 05
Boyle Ruth Mary Estate Of
2602 Roland Rd
Fairbanks, AK 99709

FAIRBANKS TOWNSHIP, BLOCK: 54, LOT: 03
Carroll Candace E
1221 3rd Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSHIP, BLOCK: 22, LOT: 08
Cherrier Curtis R
PO BOX 202109
Anchorage, AK 99520

City of Fairbanks, Mayor's Office
800 Cushman Street
Fairbanks, AK 99701

FAIRBANKS TOWNSHIP, BLOCK: 22, LOT:
UMB02
Clark James, Clark Kathryn
1309 1st Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSHIP, BLOCK: 29, LOT: 04B
Curry Robert M
915 7th Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSHIP, BLOCK: 54, LOT: 01B
Cysewski Stephen D
PO BOX 70723
Fairbanks, AK 99707

FAIRBANKS TOWNSHIP, BLOCK: 22, LOT:
UMB01
Delima Peter
3875 Geist Rd Ste E PMB 292
Fairbanks, AK 99709

FAIRBANKS TOWNSHIP, BLOCK: 23, LOT: 05
Dorzweiler Paul
1522 3rd Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSHIP, BLOCK: 54, LOT: 05
Dullen Kristen R, Dullen Karen R
PO BOX 72914
Fairbanks, AK 99707

FAIRBANKS TOWNSHIP, BLOCK: 28, LOT: 09
Federal National Mortgage Association
PO BOX 650043
Dallas, TX 75265

FAIRBANKS TOWNSHIP, BLOCK: 28, LOT: 02
Fleming Allen P & Verna R Revocable Trust
304 Badger St
Fairbanks, AK 99701

FAIRBANKS TOWNSHIP, BLOCK: 22, LOT: 01
Ford Benjamin David, Ford Jessica Marie
102 State St
Fairbanks, AK 99701

FAIRBANKS TOWNSHIP, BLOCK: 29, LOT: 04A
Gardner Eugene E, Gardner Kapsok
370 Carlton Dr
Fairbanks, AK 99701

FAIRBANKS TOWNSHIP, BLOCK: 22, LOT: 09A
Goertz Donovan K
607 Old Steese Hwy Ste B 353
Fairbanks, AK 99701

FAIRBANKS TOWNSHIP, BLOCK: D, LOT: 02A
Golden Heart Utilities Inc
PO BOX 80370
Fairbanks, AK 99708

FAIRBANKS TOWNSHIP, BLOCK: 21
Golden Valley Electric Association Inc
PO BOX 71249
Fairbanks, AK 99707

FAIRBANKS TOWNSHIP, BLOCK: 28, LOT: 08
Hall Louis B, Hall Susan Larkins
1423 2nd Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSHIP, BLOCK: 23, LOT:
UMB01
Harvey Justin K, Harvey Rhonda S
1426 2nd Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSHIP, BLOCK: 28, LOT: 10
Henricks Robert J
4601 Fm 3058
Caldwell, TX 77836

FAIRBANKS TOWNSHIP, BLOCK: 59, LOT: 01
Hollifield Edward Ray, Hollifield Jackleen Alice
5172 Chilkoot Dr
Fairbanks, AK 99709

FAIRBANKS TOWNSHIP, BLOCK: 30, LOT: 01B
Johnson James H, Johnson Gwenetta Dunn
121 Trinidad Dr
Fairbanks, AK 99709

FAIRBANKS TOWNSHIP, BLOCK: 60, LOT:
UMB02
Karmun Thomas E, Karmun Patricia L
402 Cleary St
Fairbanks, AK 99701

FAIRBANKS TOWNSHIP, BLOCK: 60, LOT:
UMB01
Kdm Properties Llc
3590 Holden Rd
Fairbanks, AK 99709

FAIRBANKS TOWNSHIP, BLOCK: 56, LOT: 03B
Kenmonth Craig Mead
1412 4th Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSHIP, BLOCK: 55, LOT: 02A
Ketzler Stephen W
360 State St
Fairbanks, AK 99701

RZ 2015-006 DPO's - 68 03

FAIRBANKS TOWNSI, BLOCK: 22, LOT: 09B
Kluting David D
PO BOX 73123
Fairbanks, AK 99707

FAIRBANKS TOWNSI, BLOCK: 28, LOT: 06
Lambert Willard, Lambert Carol R
1419 2nd Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSI, BLOCK: 28, LOT: 05
Larson Wayne F, Larson Marijo E
PO BOX 61201
Fairbanks, AK 99706

FAIRBANKS TOWNSI, BLOCK: 20, LOT: 10
Lemieux Laura Bie Trust
PO BOX 60489
Fairbanks, AK 99706

FAIRBANKS TOWNSI, BLOCK: 54, LOT: 04
Litzinger Rebecca L
2842 Guinevere Place
Fairbanks, AK 99709

FAIRBANKS TOWNSI, BLOCK: 58, LOT: 03
Lyle James R, Lyle Kristen J
PO BOX 73137
Fairbanks, AK 99707

FAIRBANKS TOWNSI, BLOCK: 60, LOT: 06A
Marshall Florence
1221 4th Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSI, BLOCK: 54, LOT: 07
Martinez Patricia A
1235 3rd Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSI, BLOCK: 30, LOT: 08A
Matson Erik N, Matson Charmaine C
1234 3rd Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSI, BLOCK: 54, LOT: 02
Mehmedi Blerim, Mehmedi Venera
1215 3rd Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSI, BLOCK: 29, LOT: 05
Newstrom Virginia Ann, Albee William W
906a 6th Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSI, BLOCK: 23, LOT: 10A
Plaquet Jan M, Plaquet James A
1444 2nd Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSI, BLOCK: 29, LOT: 02A
Powell Marie Liz
1306 3rd Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSI, BLOCK: 56, LOT: 04
Pringle Cory Hamilton, Pringle Amber Rose
1419 3rd Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSI, BLOCK: 28, LOT: 01
Ramsaur Mary Carolyn Revocable Trust
1401 2nd Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSI, BLOCK: 59, LOT: 02A
Reiss John Patrick, Reiss Lee A
730 Berentsen Ln
Fairbanks, AK 99712

FAIRBANKS TOWNSI, BLOCK: 59, LOT: 03A
Reiss John Patrick
4721 Stanford Dr
Fairbanks, AK 99709

FAIRBANKS TOWNSI, BLOCK: 28, LOT: 07
Rojas Marc, Rojas Christine
1426 3rd Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSI, BLOCK: 60, LOT:
UMB04
Sansone Leah D
1210 5th Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSI, BLOCK: 23, LOT: 02
Schendel William B
102 Badger St
Fairbanks, AK 99701

FAIRBANKS TOWNSI, BLOCK: 30, LOT: 05B
Schneider Barbara S, Schneider Perry B
1223 2nd Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSI, BLOCK: 56, LOT:
UMB01
Shilling Rodney D, Shilling Dianne Renee
PO BOX 72093
Fairbanks, AK 99707

FAIRBANKS TOWNSI, BLOCK: 28, LOT: 03
Stepp James V
607 Old Steese Ste B
Fairbanks, AK 99701

FAIRBANKS TOWNSI, BLOCK: 53, LOT: 04
Stroecker Properties Llc
1029 W 3rd Ave Ste 400
Anchorage, AK 99501

FAIRBANKS TOWNSI, BLOCK: 55, LOT:
UMB01
Struthers Laurie J
1319 3rd Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSI, BLOCK: 28, LOT: 04
Thompson Keith Myron
PO BOX 74631
Fairbanks, AK 99707

FAIRBANKS TOWNSI, BLOCK: 30, LOT: 07A
Thumma Karl I
PO BOX 72914
Fairbanks, AK 99707

FAIRBANKS TOWNSI, BLOCK: 23, LOT: 07A
Wiese Family Limited Partnership
118 Gruening Way
Fairbanks, AK 99712

FAIRBANKS TOWNSI, BLOCK: 58, LOT: 02A
Wieser Raymonde J
1409 4th Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSI, BLOCK: 22, LOT: 04
Witter Almeda J
PO BOX 73015
Fairbanks, AK 99707

FAIRBANKS TOWNSI, BLOCK: 54, LOT: 01A
Wright Lynis E
1200 4th Ave
Fairbanks, AK 99701

FAIRBANKS TOWNSI, BLOCK: 29, LOT: 03
Wv Builders Inc
3555 Davis Rd Ste 201
Fairbanks, AK 99709

FAIRBANKS TOWNSI, BLOCK: 56, LOT: 05
Young Michael B, Young Joyce E
1427 3rd Ave
Fairbanks, AK 99701

By: Karl Kassel
Diane Hutchison
Introduced: March 12, 2015

FAIRBANKS NORTH STAR BOROUGH

ORDINANCE NO. 2015-14

AN ORDINANCE WAIVING FNSBC 3.01.060E
RELATING TO THE SCHOOL DISTRICT ANNUAL LAPSING OF FUNDS TO THE
SCHOOL DISTRICT FACILITIES MAINTENANCE RESERVE FUND FOR FISCAL
YEAR 2014-15 ONLY

WHEREAS, our Alaska Constitution mandates that the state provide an education system that offers all our children the opportunity to succeed in life; and

WHEREAS, education has always been a high priority of the Fairbanks North Star Borough Community; and

WHEREAS, for every child in the Fairbanks North Star Borough to have the best possible opportunity to learn and to be competitive in the workplace, schools must have quality educators, up to date instructional materials, current technology, and small class sizes; and

WHEREAS, the state and local financial climates are predicted to be declining for the near term; and

WHEREAS, the Fairbanks North Star Borough School District (FNSBSD) anticipates a budget shortfall in the FY 2015-16 budget of multiple millions of dollars, which largely reflects anticipated loss of state revenue, rising wage and benefit costs and financial support of non-personnel costs associated with existing educational programs; and

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT

Text to be added is underlined

Text to be deleted is [BRACKETED, CAPITALIZE]

34 WHEREAS, the Fairbanks North Star Borough operates under Borough
35 Code 3.01.060(E), Lapsing of Funds, whereby up to \$800,000 of FNSBSD unassigned
36 year end fund balance lapses to the borough's school district facilities maintenance
37 reserve fund annually.

38
39 NOW, THEREFORE, BE IT ORDAINED by the Assembly of the Fairbanks
40 North Star Borough:

41
42 Section 1. Classification. This ordinance is not of a general and
43 permanent nature and shall not be codified.

44
45 Section 2. One Time Waiver of FNSBC 3.01.060E. Notwithstanding
46 FNSBC 3.01.060E, for the FY 2014-15 calculated school district lapse only, the
47 requirement that those funds lapse to the borough's school district facilities
48 maintenance reserve fund in FY 2015-16 is waived.

49
50 Section 3 . Effective date. This ordinance shall be effective at 5:00 p.m.
51 on the first borough business day following its adoption.

52 PASSED AND APPROVED THIS _____ DAY OF _____, 2015.

53
54
55
56
57 _____
58 Karl Kassel
59 Presiding Officer

60 ATTEST:

61 APPROVED:

62
63
64 _____
65 Nanci Ashford-Bingham, MMC
66 Borough Clerk

67
68 
69 _____
70 A. Rene Broker
71 Borough Attorney

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT

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Fairbanks North Star Borough, Alaska

ORDINANCE NO. 2015-

Page 2 of 2

Fairbanks North Star Borough
Fiscal Impact Statement (FIS) (FNSBC 2.09.035 C.)

Check	Date
Version 1	
Version 2	
Version 3	
Version 4	

Originator's Name: Kassel / Hutchison **Department:** Assembly

To Be Introduced/Sponsored By: Kassel / Hutchison

Abbreviated Ordinance Title: Waiver of FNSBC 3.01.060E Annual Lapsing of Funds to the School District

Department(s)/Division(s) Affected: _____

Proposed Introduction Date: March 12, 2015 **Ordinance No.:** 2015- 14

Does this ordinance authorize:

- 1) a new or expansion of services which entails additional costs beyond that approved in the current adopted budget? Yes ___ No *
- 2) a project that is capital in nature and increases operational costs of the Borough in the current or any future fiscal year? Yes ___ No *

Required Information/Estimates	FISCAL IMPACT PRO FORMA SUMMARY - BEST ESTIMATE				
	Remainder of Current FY	1st Full FY of Operations	2nd Full FY of Operations	3rd Full FY of Operations	4th Full FY of Operations
	FY 20__ / __	FY 20__ / __	FY 20__ / __	FY 20__ / __	FY 20__ / __
1. Timeline inclusive of all phases					
2. Number and type of new positions which may be required					
3. Cost of operations and maintenance					
4. Future costs to complete capital assets					
5. Estimated revenue impact					
6. Estimated non-Borough funds that may be received:					
a. to fund the ordinance					
b. to fund future phases					
c. to fund future operations and maintenance costs					
7. Anticipated annual tax subsidy					

Is backup attached? Yes ___ No ___

Contact Person's Name, for FIS questions: Nanci Ashford-Bingham **Extension:** 1402

Director(s) Signature(s): _____ **Date:** _____

Mayor's Office or Assembly Member Signature: Karl W Kassel **Date:** 2/26/15

Chief Financial Officer Signature: _____ **Date:** _____



MEMORANDUM

TO: Fairbanks North Star Borough Assembly

THRU: Luke T. Hopkins, Borough Mayor *mcgoff for LH*

FROM: Scott Johnson, Director *SJ*
Department of Public Works

DATE: March 12, 2015

SUBJECT: Ordinance 2014-20- 2D
Required Match for STIP Projects - Gold Mine Trail Road
Upgrade and Rosie Creek Road Improvements

Attached for your approval is a proposed budget ordinance. Gold Mine Trail in Wildview Service Area and Rosie Creek Road in Becker Ridge Service Area have been selected as part of the 2012- 2015 Statewide Transportation Improvement Plan (STIP) to receive federal highway funding for improvement projects to be performed by the State of Alaska Department of Transportation and Public Facilities. The Public Works Department recommends that the matching funds be made available to secure the federal-aid highway funding for these two important road projects. This ordinance amends the FY 2014-15 budget by reallocating \$1,103,082 from the Service Area Matching Grant Program for the required matches.

I urge its adoption.

Attachment

By: Luke T. Hopkins, Mayor
Introduced: March 12, 2015

FAIRBANKS NORTH STAR BOROUGH

ORDINANCE NO. 2014-20- 2D

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET BY REALLOCATING \$1,103,082 FROM THE SERVICE AREA MATCHING GRANT PROGRAM IN THE CAPITAL PROJECTS FUND FOR THE REQUIRED MATCHES OF \$391,917 FOR THE GOLD MINE TRAIL ROAD UPGRADE PROJECT AND \$711,165 FOR THE ROSIE CREEK ROAD IMPROVEMENTS PROJECT

WHEREAS, the State of Alaska, in SLA 2008, Senate Bill (SB) 221 Section 13, appropriated \$9,949,000 to the Fairbanks North Star Borough (Borough) under AS 37.05.315, Grants to Municipalities, for Road Service Area Projects; and

WHEREAS, the Borough, in Ordinance No. 2008-20-1G, appropriated \$9,949,000 to the Capital Projects Fund for this purpose; and

WHEREAS, the Borough, in Ordinance No. 2008-20-2E, allocated \$6,112,338 of this funding to the Service Area Matching Grant Program (SAMGP); and

WHEREAS, the State of Alaska, in SLA 2010, SB230 Section 10, appropriated \$5,000,000 to the Borough under AS 37.05.315, Grants to Municipalities, for Road Service Area Improvements; and

WHEREAS, the Borough, in Ordinance No. 2010-20-1I, appropriated \$5,000,000 to the Capital Projects Fund for this purpose and allocated \$4,750,000 of these funds to the SAMGP; and

WHEREAS, the State of Alaska, in SLA 2011, SB46, Sections 1 and 10, appropriated \$5,000,000 to the Borough under AS 37.05.315, Grants to Municipalities, for Road Service Area Funding; and

WHEREAS, the Borough, in Ordinance No. 2011-20-1M, appropriated \$5,000,000 to the Capital Projects Fund for this purpose and these funds have been allocated to the SAMGP; and

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be added is underlined
Text to be deleted is [BRACKETED, CAPITALIZED]

40 WHEREAS, the State of Alaska, in SLA 2012, SB160, Section 1, appropriated
41 \$4,850,000 to the Borough under AS 37.05.315, Grants to Municipalities, for Senate District
42 D Road Service Area Funding; and

43
44 WHEREAS, the Borough, in Ordinance No. 2012-20-1E, appropriated
45 \$4,850,000 to the Capital Projects Fund for this purpose and these funds have been
46 allocated to the SAMGP; and

47
48 WHEREAS, the Wildview Service Area Commission has submitted project
49 requests for the upgrade of the western, gravel-surfaced, portion of Gold Mine Trail as an
50 important project; and

51
52 WHEREAS, the Borough, in Resolution No. 2010-37, supported
53 improvements to Gold Mine Trail and urged the State of Alaska Department of
54 Transportation and Public Facilities (ADOT&PF) to include these improvements for
55 construction in the 2012-2015 Statewide Transportation Improvement Plan (STIP); and

56
57 WHEREAS, the Gold Mine Trail Road Upgrade Project has been listed in the
58 2012-2015 STIP to receive federal-aid highway funding for construction; and

59
60 WHEREAS, the ADOT&PF has agreed to construct the project; and

61
62 WHEREAS, based on the estimated project cost of \$3,297,600, a local match
63 of \$373,254 is required for this federal-aid highway funding and \$18,663 of indirect will be
64 allocated; and

65
66 WHEREAS, the Becker Ridge Service Area Commission has submitted
67 project requests for the upgrade of Rosie Creek Road as an important project; and

68
69 WHEREAS, the Borough, in Resolution No. 2010-39, supported
70 improvements to Rosie Creek Road and urged the ADOT&PF to include these
71 improvements for construction in the 2012-2015 STIP; and

72
73 WHEREAS, the Rosie Creek Road Improvements Project has been listed in
74 the 2012-2015 STIP to receive federal-aid highway funding for construction; and

75
76 WHEREAS, the ADOT&PF has agreed to construct the project; and

77

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
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Text to be *deleted* is [BRACKETED, CAPITALIZED]

78 WHEREAS, based on the estimated project cost of \$6,010,000, a local match
79 of \$662,667 is required for this federal-aid highway funding and indirect of \$48,498 will be
80 allocated;

81
82 NOW, THEREFORE, BE IT ORDAINED by the Assembly of the Fairbanks
83 North Star Borough:

84
85 Section 1. Classification. This ordinance is not of a general and permanent
86 nature and shall not be codified.

87
88 Section 2. Capital Projects Fund Reallocation. The FY 2014-15 budget is
89 hereby amended by reallocating \$1,103,082 from the following Capital Projects Fund
90 budgetary guidelines:

91

<u>Budgetary Guideline</u>	<u>Ordinance No.</u>	<u>Amount *</u>
92 SB221 SAMGP	2008-20-1G, 2008-20-2E	\$765,069
93 SB230 SAMGP	2010-20-1I	\$225,377
94 SB46 SAMGP	2011-20-1M	\$ 69,911
95 SB160 SAMGP	2012-20-1E	\$ 42,725

96
97

98 *These amounts are estimated to be available for the required match. If the unexpended balances in any of the
99 budgetary guidelines for SB221, SB230, or SB46 are different, then the difference will come from the budgetary guideline
100 for SB160 SAMGP.

101
102 to the following Capital Projects Fund budgetary guidelines:

103

<u>Budgetary Guideline</u>	<u>Amount</u>
104 Gold Mine Trail Road Upgrade Project	\$391,917
105 Rosie Creek Road Improvement Project	\$711,165

106
107

108 Section 3. Contingency. This reallocation is contingent upon execution of
109 signed Memorandums of Agreement with ADOT&PF for the projects.

110
111 Section 4. Effective Date. This ordinance is effective at 5:00 p.m. on the first
112 Borough business day following its adoption.

113
114
115
116

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
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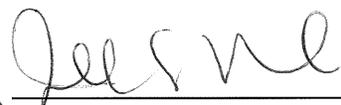
PASSED AND APPROVED THIS _____ DAY OF _____, 2015.

Karl Kassel
Presiding Officer

ATTEST:

APPROVED:

Nanci Ashford-Bingham, MMC
Borough Clerk



A. René Broker
Borough Attorney

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be *added* is underlined
Text to be *deleted* is [BRACKETED, CAPITALIZED]

PUNTBANKS NORTH STAR BOROUGH
FISCAL NOTE

I. Request

Ordinance No: 2014-20- 2D Date Introduced: 03/12/2015

Abbreviated Title: Reallocate \$1,103,082 from the Service Area Matching Grant Program for the ~~the~~ ^{Matches} for the Gold Mine Trail Road Upgrade Project and the Rosie Creek Road Improvement Project

II. Financial Detail

Department/Division Affected: Public Works/Design & Construction
Capital Projects Fund

EXPENDITURE	Service Area Matching Grant Program	Gold Mine Trail Upgrade Project	Rosie Creek Road Improvement Project	Total
	FY 14/15	FY 14/15	FY 14/15	FY 14/15
Contractual Services	(1,035,921)	373,254	662,667	-0-
Capital Outlay				
Indirect	(67,161)	18,663	48,498	-0-
Total	(1,103,082)	391,917	711,165	-0-

SOURCE OF FUNDING

Federal Grants				
State Grants	(1,103,082)	391,917	711,165	-0-
Total	(1,103,082)	391,971	711,165	-0-

Specify Funding Sources: SB221, SB230, SB46, and SB160 State grant funding in the Service Area Matching Grant Program

OTHER FUNDING (PREVIOUSLY APPROPRIATED)

III. Project Purpose:

To reallocate Service Area Matching Grant Program funds for the required ~~match~~ ^{matches} for the Gold Mine Trail Road Upgrade Project and the Rosie Creek Road Improvements Project

IV. Analysis of Future Liabilities and Funding Sources:

On-going maintenance

V. Fund Certification: I certify that funding sources are available as detailed in II above.

Debra L R Brady
Debra L. R. Brady
Chief Financial Officer

2/25/15
Date

<input checked="" type="checkbox"/>	FA	GLA
<input checked="" type="checkbox"/>	GA	CA
<input checked="" type="checkbox"/>	SpA	C
<input checked="" type="checkbox"/>	TBM	SA

Fairbanks North Star Borough
Fiscal Impact Statement (FIS) (FNSBC 2.09.035 C.)

Check	Date
Version 1	
Version 2	
Version 3	
Version 4	

Originator's Name: Bill Gryder Department: Public Works

To Be Introduced/Sponsored By: Mayor Hopkins

Abbreviated Ordinance Title: Gold Mine Trail-Rosie Creek Rd STIP Match

Department(s)/Division(s) Affected: Public Works / Rural Services

Proposed Introduction Date: 3/12/2015 Ordinance No.: 2014-20-2D

Does this ordinance authorize:

- 1) a new or expansion of services which entails additional costs beyond that approved in the current adopted budget? Yes ___ No *
- 2) a project that is capital in nature and increases operational costs of the Borough in the current or any future fiscal year? Yes ___ No *

Required Information/Estimates	FISCAL IMPACT PRO FORMA SUMMARY - BEST ESTIMATE				
	Remainder of Current FY	1st Full FY of Operations	2nd Full FY of Operations	3rd Full FY of Operations	4th Full FY of Operations
	FY 2013/14	FY 20__ / __			
1. Timeline inclusive of all phases					
2. Number and type of new positions which may be required					
3. Cost of operations and maintenance					
4. Future costs to complete capital assets					
5. Estimated revenue impact					
6. Estimated non-Borough funds that may be received:					
a. to fund the ordinance					
b. to fund future phases					
c. to fund future operations and maintenance costs					
7. Anticipated annual tax subsidy					

Is backup attached? Yes ___ No

Contact Person's Name, for FIS questions: Bill Gryder Extension: 1360

Director(s) Signature(s): [Signature] Date: 2/13/15

Mayor's Office or Assembly Member Signature: [Signature] Date: 2/13/15

Chief Financial Officer Signature: Debra L R Brady Date: 2/25/15



FAIRBANKS NORTH STAR BOROUGH

809 Pioneer Road ☆ P.O. Box 71267 ☆ Fairbanks, Alaska 99707-1267

(907) 459-1260 ☆ FAX (907) 459-1345

MEMORANDUM

TO: Fairbanks North Star Borough Assembly

THROUGH: Luke Hopkins, Borough Mayor *LH*

FROM: Scott Johnson, Director *SJ*
Department of Public Works

Date: March 12, 2015

Subject: Ordinance 2014-20- 2E
2015 FMATS Improvement Program Surface Upgrades Project

Attached for your approval is a proposed budget ordinance. The College Service Area has been selected by the Fairbanks Metropolitan Area Transportation System (FMATS) to receive federal highway funding for surface upgrades work, to be performed by the Alaska Department of Transportation and Public Facilities.

This ordinance amends the FY 2014-15 budget by appropriating \$53,265 from the College Service Area for the required match for the 2015 FMATS Improvement Program Surface Upgrades Project.

I urge its adoption.

Attachment

1 By: Luke T. Hopkins, Mayor
2 Introduced: March 12, 2015
3

4 FAIRBANKS NORTH STAR BOROUGH

5
6 ORDINANCE NO. 2014-20- 2E
7

8 AN ORDINANCE AMENDING THE FY 2014-15 BUDGET BY APPROPRIATING
9 \$53,265 FROM THE COLLEGE SERVICE AREA FUND BALANCE TO THE CAPITAL
10 PROJECTS FUND FOR THE REQUIRED MATCH FOR THE 2015 FMATS
11 IMPROVEMENT PROGRAM SURFACE UPGRADES PROJECT #64103
12

13 WHEREAS, the College Service Area has been selected by the Fairbanks
14 Metropolitan Area Transportation System (FMATS) for a federal-aid highway funded project
15 located in the road service area for preventive maintenance work under the 2015 FMATS
16 Improvement Program Surface Upgrades Project #64103; and
17

18 WHEREAS, the State of Alaska Department of Transportation and Public
19 Facilities (ADOT&PF) has agreed to construct the project; and
20

21 WHEREAS, based on the estimated construction cost of \$512,923 for road
22 surface treatment in the College Service Area, a local match of \$53,265 is required; and
23

24 WHEREAS, the College Service Area Commission held a public meeting and
25 voted to approve using \$53,265 of the Service Area’s funds to provide the match to the
26 2015 FMATS Improvement Program Surface Upgrades Project and the College Service
27 Area has the funds available to commit to the match;
28

29 NOW, THEREFORE, BE IT ORDAINED by the Assembly of the Fairbanks
30 North Star Borough:
31

32 Section 1. Classification. This ordinance is not of a general and permanent
33 nature and shall not be codified.
34

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be added is underlined
Text to be deleted is [BRACKETED, CAPITALIZED]

35 Section 2. Service Areas Fund Appropriation. The FY 2014-15 budget is
36 hereby amended by appropriating \$53,265 to the Service Areas Fund budgetary guideline
37 entitled "Contribution to Capital Projects" and by increasing Contribution from College
38 Service Area Fund Balance by a like amount.

39
40 Section 3. Capital Projects Fund Appropriation. The FY 2014-15 budget is
41 hereby amended by appropriating \$53,265 to the budgetary guideline entitled "2015
42 FMATS Improvement Program Surface Upgrades Project #64103" and by increasing
43 Contribution from Service Areas by a like amount.

44
45 Section 4. Contingency. This appropriation is contingent upon execution of
46 a signed Memorandum of Agreement with ADOT&PF for the project.

47
48 Section 5. Lapse of Funds. Upon completion or abandonment of the project,
49 any unexpended, unencumbered funds will lapse to the College Service Area fund balance.

50
51 Section 6. Effective Date. This ordinance is effective at 5:00 p.m. on the first
52 Borough business day following its adoption.

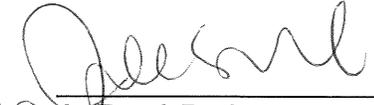
53
54 PASSED AND APPROVED THIS ____ DAY OF _____, 2015.

55
56
57
58 _____
59 Karl Kassel
60 Presiding Officer

61 ATTEST:

62 APPROVED:

63
64
65 _____
66 Nanci Ashford-Bingham, MMC
67 Borough Municipal Clerk

68
69
70 
71 _____
72 A. René Broker
73 Borough Attorney

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be added is underlined
Text to be deleted is [BRACKETED, CAPITALIZED]

FAIRBANKS NORTH STAR BOROUGH
FISCAL NOTE

I. Request

Ordinance No: 2014-20-2E

Date Introduced: March 12, 2015

Abbreviated Title: \$53,265 from College Service Area for FMATS Improvement Program Surface Upgrades Project

II. Financial Detail

Department/Division Affected: Public Works/Design and Construction

EXPENDITURE	Service Areas Fund	Capital Projects Fund	
	FY 14/15	FY 14/15	FY 14/15
Personnel Services			
Commodities/Contractual Services		53,265	
Current Expenditures			
Contributions to Fund Balance			
Contribution to Capital Projects	53,265		
Total	53,265	53,265	

SOURCE OF FUNDING

Contribution from Fund Balance	53,265		
Contribution from General Fund			
Contribution from Service Areas		53,265	
Total	53,265	53,265	

Specify Funding Sources: College Service Area fund balance

OTHER FUNDING (PREVIOUSLY APPROPRIATED)

Federal Grants			
In-Kind Match:			

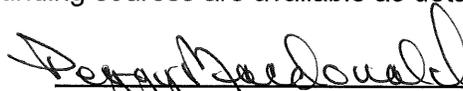
III. Project Purpose:

To provide matching surface upgrade funds for roads within the College Service Area

IV. Analysis of Future Liabilities and Funding Sources:

Ongoing maintenance

V. Fund Certification: I certify that funding sources are available as detailed in II above.



Debra L. R. Brady,
Chief Financial Officer

2/23/15
Date

FA	GLA
GA	CA
SpA	C
TBM	SA

Fairbanks North Star Borough
Fiscal Impact Statement (FIS) (FNSBC 2.09.035 C.)

Check	Date
Version 1	
Version 2	
Version 3	
Version 4	

Originator's Name: Bill Gryder Department: Public Works

To Be Introduced/Sponsored By: Mayor Hopkins

Abbreviated Ordinance Title: 2015 FMATS Preventive Maintenance Match

Department(s)/Division(s) Affected: Public Works / Rural Services

Proposed Introduction Date: 3/12/2015 Ordinance No.: 2014-20-2E

Does this ordinance authorize:

- 1) a new or expansion of services which entails additional costs beyond that approved in the current adopted budget? Yes ___ No *
- 2) a project that is capital in nature and increases operational costs of the Borough in the current or any future fiscal year? Yes ___ No *

Required Information/Estimates	FISCAL IMPACT PRO FORMA SUMMARY - BEST ESTIMATE				
	Remainder of Current FY	1st Full FY of Operations	2nd Full FY of Operations	3rd Full FY of Operations	4th Full FY of Operations
	FY 2013/14	FY 20__/__	FY 20__/__	FY 20__/__	FY 20__/__
1. Timeline inclusive of all phases					
2. Number and type of new positions which may be required					
3. Cost of operations and maintenance					
4. Future costs to complete capital assets					
5. Estimated revenue impact					
6. Estimated non-Borough funds that may be received:					
a. to fund the ordinance					
b. to fund future phases					
c. to fund future operations and maintenance costs					
7. Anticipated annual tax subsidy					

Is backup attached? Yes ___ No

Contact Person's Name, for FIS questions: Bill Gryder Extension: 1360

Director(s) Signature(s): [Signature] Date: 2/13/15

Mayor's Office or Assembly Member Signature: [Signature] Date: 2/13/15

Chief Financial Officer Signature: _____ Date: _____



Fairbanks North Star Borough

Human Resources Department

809 Pioneer Road • PO Box 71267 • Fairbanks, Alaska 99707-1267 • (907)459-1344 • FAX 459-1187

MEMORANDUM

TO: Fairbanks North Star Borough Assembly Members
THROUGH: Luke Hopkins, Borough Mayor *JA*
FROM: Sallie M. Stuvek, Human Resources Director *SS*
SUBJECT: Resolution No. 2015- 10
ASEA Collective Bargaining Activities
DATE: March 26, 2015

Please be advised that the administration has completed the collective bargaining process for the Alaska State Employees Association American Federation of State, County and Municipal Employees (ASEA/AFSCME) Local 52, AFL-CIO.

A tentative three-year agreement was signed by the Borough and the union on February 12, 2015. The union will take the agreement to its membership for ratification, which is scheduled to occur on March 12, 2015.

A copy of the tentative agreement is attached. This copy shows changes made from the current 2012-2015 contract in track changes mode.

The following management staff served on the negotiation team: Diane Thomas, Jeff Jacobson, Sallie Stuvek and outside legal counsel Thomas Wang.

The Administration worked extremely hard negotiating this contract in good faith and believes the agreement to be a good compromise that allows for stability over the life of the contract. This contract addresses the provisions of the Affordable Care Act relating to Cadillac Tax so that the Borough's health plan will not be subject to the tax.

The financial provisions have been incorporated into the Mayor's FY16 budget. Included as part of this resolution package is an estimate of the financial impacts to the Borough.

I appreciate your consideration, and urge the adoption of this resolution accepting the monetary terms of the ASEA/AFSCME (AFL-CIO) collective bargaining agreement.

By: Luke Hopkins, Mayor
Introduced: March 26, 2015

FAIRBANKS NORTH STAR BOROUGH

RESOLUTION NO. 2015 - 10

A RESOLUTION RATIFYING THE MONETARY TERMS OF THE NEGOTIATED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE ALASKA STATE EMPLOYEES ASSOCIATION AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 52, AFL-CIO AND THE FAIRBANKS NORTH STAR BOROUGH

WHEREAS, the Fairbanks North Star Borough (Borough) has reached a tentative three-year agreement (Fiscal Year 2016 through Fiscal Year 2018) with the Alaska State Employees Association American Federation of State, County and Municipal Employees, Local 52, AFL-CIO (ASEA); and

WHEREAS, although the monetary terms are ultimately subject to funding through assembly appropriation, FNSB 2.24.462 requires the assembly to vote to either ratify or reject the monetary terms of a proposed labor agreement; and

WHEREAS, financial impacts of this agreement for FY16 have been incorporated in the Mayor's FY16 budget; and

WHEREAS, many changes were made to the collective bargaining agreement for clarification purposes, administrative processing simplicity and as cost containment measures; and

WHEREAS, the agreed upon terms of the ASEA contract include the following monetary terms that are significant and/or differ from the previous contract:

35 The cost-of-living is set at 1.6 percent for FY 16, based upon Anchorage CPI-U
36 for calendar year 2014, for FY17 cost-of-living is set at a minimum of 1 percent
37 and a maximum of 1.6 percent, based upon Anchorage CPI-U for calendar year
38 2015, and for FY18 cost-of-living is set at a minimum of 1 percent and a
39 maximum of 2.0 percent, based upon Anchorage CPI-U for calendar year 2016,
40 with COLA inflation language.

41
42 Step increases have been changed to merit-based, and step movement of 1.9
43 percent per year will be contingent upon satisfactory performance, as noted on a
44 written performance evaluation. Employees achieving step "T" shall not be
45 eligible for additional step movement.

46
47 The Union shall pay up to 200 hours of wages for members of the ASEA
48 negotiation team and all contract negotiation preparation time from the Business
49 Leave Bank. The Union and Borough shall split negotiation cost exceeding
50 those initial 200 hours, up to a maximum of 400 hours equally for not more than
51 three (3) union bargaining unit team members.

52
53 Health care benefit plan changes include: incorporating any change required by
54 law; effective January 1, 2016 separating dental/vision/audio from health benefits
55 and allowing for a separate deduction (that will reduce standard employee
56 deductions by like amount); implementation of preventative benefits as required
57 under ACA when grandfather status is surrendered; adding required appeal
58 rights; increasing prescription annual out of pocket from \$600 to \$800;
59 implementation of Specialty Step Therapy prescription drug process; providing
60 steerage incentives to Alaska Regional Hospital and other facilities outside
61 Alaska; possible removal of same-sex domestic partner benefit.

62
63 To address the Cadillac Tax scheduled to be implemented in 2018, this contract
64 requires reductions of the level of benefits afforded under the Health Plan to be

65 reduced in order to avoid payment of the Cadillac Tax. The Labor Management
66 Committee will address this once federal regulations are available.

67
68 Increases to employee deductions to offset health care costs, in the bi-weekly
69 amount of: FY16 \$85.00 for employee only; \$105.00 for employee plus
70 dependents; FY17 \$95.00 for employee only; \$120.00 for employee plus
71 dependents; FY18 \$105.00 for employee only; \$135.00 for employee plus
72 dependents.

73
74 Increases to employee deductions for spousal opt-out, in the bi-weekly amount
75 of: FY16 \$110.00; FY17 \$120.00; and FY18 \$135.00.

76
77 Require review of Health Plan costs and benefit levels should the budgeted
78 amount exceed 5% from the prior year estimate. Existing contract language
79 required this only when costs exceeded 10%.

80
81 Increase wellness funding from \$30,000 annually to \$50,000.

82
83 Allow for budgeting at the five year rolling average of covered employees, not
84 body count as reflected in the budget.

85
86 The Health Care Contingency Reserve Fund (HCCRF) will be used to offset
87 current year health costs in the amount of \$50 per employee per month (PEPM),
88 provided that the balance of the HCCRF is more than 75% of the target amount.

89
90 Reduce maximum leave accrual limit from 520 hours to 480 hours.

91
92 WHEREAS, many other changes were made to the contract that will result
93 in administrative efficiency and contract language clarity, however identifying a cost or
94 savings at this time is not practicable.

95

96 NOW, THEREFORE, BE IT RESOLVED that the Assembly of the
97 Fairbanks North Star Borough approves and ratifies the monetary terms of the FNSBEA
98 contracts.
99

100 PASSED AND APPROVED THIS __ DAY OF _____, 2015.

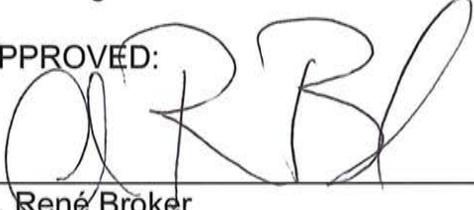
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110

ATTEST:

Nanci Ashford Bingham, MMC
Municipal Borough Clerk

Karl Kassel
Presiding Officer

APPROVED:



A. René Broker
Borough Attorney

ASEA/ASFCME Local 52, AFL-CIO Agreement (2015-2018)
Summary of Estimated Financial Impacts as a result of Collective Bargaining

CONTRACT PROVISION	FY16 (Min)	FY16 (Max)	FY17 (Min)	FY17(Max)	FY18 (Min)	FY18 (Max)
Step Progression - Step Increases 1.9%	\$98,000	\$98,000	\$101,400	\$101,400	\$104,400	\$105,000
COLA Rates, FY16 1.6%, FY17 Minimum of 1%, Maximum of 1.6%, FY18 Minimum of 1%, Maximum of 2.0%	\$82,500	\$82,500	\$53,400	\$85,400	\$55,000	\$110,000
Negotiation Costs for employees on the union negotiation team (maximum of 200 hours)	\$0	\$0	\$0	\$0	\$0	\$10,200
Reduction of maximum accrual from 520 to 480 per year	undetermined	undetermined	undetermined	undetermined	undetermined	undetermined
Health Care changes as expressed below (applied 13% of estimate to ASEA bargaining unit, based upon % of borough positions in unit)	(\$40,200)	(\$156,600)	(\$9,000)	(\$168,500)	\$200	(\$160,000)
Estimated Financial Impacts (ASEA Contract):	\$140,300	\$23,900	\$145,800	\$18,300	\$159,600	\$65,200

ESTIMATED HEALTH PLAN RELATED CHANGES Borough Wide Basis	FY16 (Min)	FY16 (Max)	FY17 (Min)	FY17 (Max)	FY18 (Min)	FY18 (Max)
Health Care changes effective 1-1-15- Any changes required by law	\$0	undetermined	undetermined	undetermined	undetermined	undetermined
Health Care changes effective 1-1-16- Add preventative benefits as a result of giving up grandfather status	\$130,000	\$130,000	\$125,000	\$130,000	\$128,000	\$133,000
Health Care changes effective 1-1-16- Carve out Dental/Vision/ Audio, add additional layer of appeal	\$500	\$500	\$500	\$500	\$500	\$500
Reduce plan benefit levels to avoid 2018 Cadillac Tax	\$0	\$0	\$0	\$0	undetermined	undetermined
Increase prescription out of pocket maximum from \$600 to \$800; add Speciality Step Therapy prescription drug processing	(\$10,000)	(\$10,000)	(\$10,000)	(\$11,000)	(\$10,000)	(\$11,000)
Provide for stearge incentive to Alaska Regional and facilities outside of Alaska in our PPO network	undetermined	undetermined	undetermined	undetermined	undetermined	undetermined
Increase in employee payroll deduction for health coverage EE only/EE+Family (FY16 \$85/\$105, FY17 \$95/\$120, FY18 \$105/\$135)	(\$126,000)	(\$126,000)	(\$200,100)	(\$200,100)	(\$133,400)	(\$133,400)
Increase in spousal opt-out charge (FY16 \$110, FY17 \$120, FY18 \$135)	\$0	\$0	(\$5,200)	(\$5,200)	(\$3,500)	(\$3,500)
Increase in wellness program funding (from 30K to 50K)	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Health Care - Offsets from HCCRF (\$50 PEPM)	(\$227,000)	(\$227,000)	\$0	(\$230,000)	\$0	(\$235,000)
Budgeting on 5 year average of covered employees not on the budgeted employee count	\$0	(\$895,000)	\$0	(\$900,000)	\$0	(\$900,000)
HCCRF Employer Match (may not be required in future years)	(\$97,000)	(\$97,000)	\$0	(\$100,000)	\$0	(\$100,000)
Require review of plan costs and benefit levels if health estimate increases 5% from prior year's estimate	\$0	undetermined	\$0	undetermined	\$0	undetermined
TOTALS:	(\$309,500)	(\$1,204,500)	(\$69,800)	(\$1,295,800)	\$1,600	(\$1,229,400)

ASEA Wage Estimate

FINAL CONTRACT TERMS- ASEA Agreement 2015-2018		CPI - Mimimum	CPI Max	Step	Incr-Min	Incr-Max	Total Wages Min	Total Wages Max
(FY15 adjusted amt)	5,158,373	0.016		0.019				
FY16 (1.6% CPI)	5,158,373	82,534		98,009	180,543		5,338,916	
FY17 (CPI Min 1%, Max 1.6%)	5,338,916	53,389	85,423	101,439	154,829	186,862	5,493,745	5,525,778
FY18 MIN (CPI min 1%, Max 2%)	5,493,745	54,937	109,875	104,381	159,319	214,256	5,653,063	5,708,001
FY18 MAX (CPI min 1%, Max 2%)	5,525,778	55,258	110,516	104,990	160,248	215,505	5,686,026	5,741,283

ASEA

2015-2018 Contract Modification Worksheet

Page	Article	Section	Change	Monetary
	Cover		Change contract start/end dates	
	TOC		Typo, renumbering and repagination	
6	1	1.01	Correct justification for Bullets	
7	1	1.02 #2	Bold #2 "Bargaining Unit Member"	
9	1	1.02 #21	Remove language concerning initial contract processing for seniority date	
11	2	2.02 B	Capitalize "Confidential, lower case for Employees"	
11	2	2.02 B	Included Chief Financial Officer in exclusion section. Changes HR to Human Resources	
14	3	3.05	Added clarification that all union communications on the Borough systems are subject to disclosure per Policy	
15	3	3.06 B 3	#3 Delete extra period, correct spacing under item C.	
15	3	3.06 B 3	Specify that the Business Leave transfer will occur in the first pay period in August	
16	3	3.06 D 5	The union will pay for all contract negotiation prep from the union leave bank and once negotiations has started the costs will be split, up to 400 hours. If additional hours are necessary, the union shall pay from the BLB or work negotiations shall be conducted during non-work hours.	M
17	4	4.02	Allow for ASEA contact information to be included in the new-hire orientation packet	
17	4	4.02	Capitalize "Staff" and "Representative"	
17	4	4.03 D	Add "Defend and" to the agency shop provisions. The union shall defend <u>and</u> hold the Employer harmless...	
18	4	4.04 D	Allow for BU members to authorize additional payroll deductions to be transmitted to the union	
19	4	4.05 B	Correct justification for Bullets, Add a comma under B. after "to"	
20	6	6.03	Change contracts to possessive contract's	
21	8	8.01	Remove requirement for Labor Management Committee to meet at least-semi annually, and stipulate "as necessary".	
22	8	8.03	Clarification on LMC makeup (2 individuals appointed by the union, the Mayor and Human Resources Director)	
22	8	8.04	Delete extra space between "and either"	
23	10	10.02 D	Add colon and commas in section D	
24	10	10.03 A/C	Capitalize Representative, Officer, Steward in A & C	
25	11	11.02	Allow for concurrent recruitment (internal/external) upon approval by Union and Employer	
28	13	13 A	Remove "To remain in good standing" for notice. This is addressed in the rehire policy and not necessary here	
28	13	13 B/C	Correct spacing between B & C	
28	13	13 D	Limit pay in lieu of notice to four weeks	M
29	13	13 E	Specify that retiring employees are encouraged to give longer notice and that if they are in good standing, the Employer shall not immediately release them from duty	
29	14	14.01 B	Add colon after "includes"	
34	15	15.05 C	Add commas after individually and Union under Step One	

ASEA

2015-2018 Contract Modification Worksheet

Page	Article	Section	Change	Monetary
35	15	15.05 C	Change "is" to "are" under Step Two	
36	15	15.05 C	Change effected to affected Under Step Two	
39	16	16.01	Add colon after "to"	
44	19	19.03 A	Change word if to "of"	
44	19	19.03 A/B	Clarify timeperiods for bargaining unit seniority	
45	19	19.05	Add colon after loss of:	
47	22	22	Change title from Health Insurance to Health Benefits	
47/48	22	22.01 C	Incorporate the following health benefit changes into contract: 1. Any Change required by law 2. Carve out Dental/Vision/Audio on 1-1-16 (requiring loss of grandfather status), implement separate deduction of \$10 and reducing normal deduction by like amount. Implement preventative benefits, appeal rights and any other change required by law when grandfather status is lost 3. Adjust plan benefit levels to avoid Cadillac Tax, prior to its expected implementation on 1-1-18 4. Increase prescription annual out of pocket from \$600 to \$800 effective 1-1-16 5. Implement Specialty Step Therapy prescription drug process effective 1-1-16 6. Provide steerage incentives to Alaska Regional and facilities outside Alaska that are part of PPO network effective 1-1-16 7. Remove same-sex domestic partner benefit, provided state does not appeal decision to allow same-send marriage. Effective as early as 1-1-16	M
48	22	22.01 C	Remove language related to PA clinic regarding preventative benefits as under loss of grandfather status, we can no longer steer only to PA clinic	
48/49	22	22.01 C	Labor Management Committee on Employee Benefits will have 30 days to review any plan changes prior to printing. This was a change only to make language consistent between contracts. No change to intent	
49	22	22.01 D	Change tense of language related to coverage lapse - no change to intent	
49	22	22.01 E	Employee per pay period (26/yr) payroll deductions increasing to: Employee Only Employee+Family FY16 85 105 FY17 95 120 FY18 105 135	M
50	22	22.01 E	Institute deduction for Dental/Vision/Audio of \$10; reduce regular deductions by like amount	
50	22	22.01 E	Remove language about prior contract deductions relating to grandfather status	
50	22	22.01 F	Increase per pay period (26/yr) spousal opt-out charge to: FY16 \$110 (same as prior contract) FY17 \$120 FY18 \$135	M
50	22	22.01 F	Spell out "thirty"	

ASEA

2015-2018 Contract Modification Worksheet

Page	Article	Section	Change	Monetary
51	22	22.02 B, C, D	Delete the hyphen between Labor-Management	
51	22	22.02 E	Reduce percentage of increase in health plan costs from one year to the next from 10% to 5%, resulting in discussions about containing health costs at the 5% increase level	M
51	22	22.02 F	Change health insurance to health benefits	
52	22	22.02 G	Add language about funding for training to LMCEB. This language is in the other contracts and was inadvertently left out of the ASEA initial contract. No change to how this has been processed	
52	22	22.03	Increase annual wellness funding from \$30K to \$50K	M
52	22	22.04 A	Insert colon between "composed of: claims" in Section A	
53	22	22.04 D	Allow for budgeting at the 5 year rolling average of covered employees (not body count as reflected in budget)	M
53	22	22.04 D	Allow for \$50 Per employee per month to be withdrawn from HCCRF to help offset budgeted costs if the fund is at least 75% of established target. (increase from 50% and requirement that there be an increase in health costs from prior fiscal year)	M
54	22	22.05	Maximum life insurance is \$250K (increased from \$100K)	
55	22	22.07 B	Remove word "insurance"	
60	26	26.04	Increase comp time maximum accrual from 150 to 200	
62	26	26.08	"Relief Period" to "Relief Periods"	
62	27	27.01	Delete extra period 1st paragraph, put periods in on 2nd & 3rd	
62/63	27	27.01	CPI rates, based upon DOL CPI-U for Anchorage (annual average): FY16 1.6% FY17 Minimum of 1%, maximum of 1.6% FY18 Minimum of 1%, maximum of 2.0%	M
63	27	27.02	Remove language referring to prior contract salary table adjustments	
63	27	27.03	Drop longevity step language, steps will be performance based. Add criteria for required performance evaluation	
63	27	27.03	Format of June 1st	
64	27	27.03	Redlines employees will be considered for merit based adjustments per the Merit Pay Policy	
64	27	27.04	Remove prior contract language for additional step movement. Renumbr remaining sections	
65	27	27.05	Bold heading titles.	
68	29	29.05	Replace calculation for holiday of two full pay periods with 28 days, which will allow an electronic calculation through NOVAtime. No change to intent	
68/69	30	30.01	Remove prior contract language for tiered implementation of leave reductions	
69	30	30.01 A	Remove language relating to leave accrual reduction as a result of tiered implementation in prior contract	
69	30	30.01 E	Require employees with less than 8 hours of accrued comp time to use prior to using annual leave	
70	30	30.01 F 1	Reduce maximum accrual limit from 520 to 480 at end of calendar year	M

ASEA

2015-2018 Contract Modification Worksheet

Page	Article	Section	Change	Monetary
70	30	30.01 F 2	Pay out leave in excess of 480 (reduced from 520) at end of calendar year	M
70	30	30.01 F 3	Increase number of leave cash-ins from 2 to 3 per calendar year. Specify cashout due to exceeding 480 hours at end of calendar year do not count towards limit	
70	30	30.01 F 3	Change "does not" to "do not"	
71	30	30.04	Minor language clean-up referring to where employees can obtain information about the Sick Leave Bank program	
71	30	30.05	Minor language clean-up referring to where employees can obtain information about the Leave Donation program	
73	30	30.07	After (USERRA) change period to comma and delete extra space	
76	31	31.02 C	Clarify that no bargaining unit shall be normally required to reimburse travel and transportation costs except as provided in Article 24.01 (where an employee requests/receives educational/training reimbursement)	
77	31	31.02 H	Add comma after required driver	
78	34	34	Correct typo "Savings Claus" to "Savings Clause"	
81	36	36	Change effective date of contract to expire on 6-30-18. Change negotiation dates for 2018 contract. Change names of bargaining teams	

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PREAMBLE

This Agreement is made by and between the Fairbanks North Star Borough, Alaska (the Employer) (FNSB) and the Alaska State Employees Association/American Federation of State, County and Municipal Employees (ASEA/AFSCME) Local 52, AFL-CIO (the Union) covering the Employees in the ASEA Management Unit (ASEAMU).

The policy and purpose of this Agreement is to promote harmonious and cooperative relations between government and its Employees and to protect the public by ensuring orderly and effective operations of government. The Employer and ASEA/AFSCME contract will have as its purpose, among others, the following:

- A. To recognize the legitimate interest in the Employees of the ASEAMU to participate through collective bargaining in the determination of the terms and conditions of their employment.
- B. To promote fair and responsible working conditions.
- C. To promote individual efficiency and service to the citizens of the Borough.
- D. To avoid interruption of or interference with efficient operation of the Borough.
- E. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 1 – DEFINITIONS

01.01 - Tense, Number and Gender as Used in this Agreement

- A. Words in the present tense include the past and future tenses, and words in the future tense include the present tense.
- B. Words in the singular number include the plural, and words in the plural number include the singular.

- C. Words of any gender include the masculine, feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

01.02 - Definitions

1. **"Bargaining Unit"** in the Agreement means the ASEA Management Unit (ASEAMU), consisting of that group of Employees listed in the joint consent agreement approved by the Alaska Labor Relations Agency on October 3, 2011, or as otherwise amended through the established Inclusion/Exclusion process.
2. **"Bargaining Unit Employee"** or **"Bargaining Unit Member"** means a person occupying a position covered by the ASEA Management Unit (ASEAMU) Collective Bargaining Agreement.
3. **"Base Pay"** means the rate of pay paid to an Employee based on the Employee's level and longevity step on the salary table.
4. **"Calendar Year"** means a twelve-month period beginning January 1, and ending December 31.
5. **"Casual Employee"** is a person who is employed in a casual (temporary) capacity whose employment is not expected at the time of hire to exceed 1,040 hours in a calendar year. Casual Employees are not eligible for any fringe benefits.
6. **"Compensatory Time"** is leave time granted on an hour-for-hour basis for time worked in excess of 41 hours in a regular workweek for exempt (salaried) Employees. Compensatory time must be approved by the supervisor in advance of accrual and the maximum accrual amount is 150 hours on the books at any given time.
7. **"Confidential Employee"** means an Employee who assists and acts in a confidential capacity to a person who formulates, determines and effectuates management policies in the area of collective bargaining, and is therefore excluded from the Bargaining Unit.

8. **"Department"** means a major functional unit of the Borough government established by the Borough Assembly.
9. **"Department Director/Division Manager"** means a person directly responsible for the administration of a department or division.
10. **"Disciplinary Action"** means imposition of certain personnel actions for just cause, (e.g., oral counseling, written reprimand, suspension, dismissal) or as a result of conduct detrimental to the Borough.
11. **"Employee Representative or Steward"** means any Bargaining Unit Member designated as such by ASEAMU.
12. **"Flex Time"** means an alternate work schedule occurring in a work week that is mutually agreed to by the Employee and his/her supervisor.
13. **"Full-time Regular Employee"** is a person who is employed for a scheduled work week of thirty (30) hours or more per week. A full-time regular Employee shall be eligible for benefits as set forth in this Agreement.
14. **"Longevity Date"** means the most recent date that an Employee became employed by the Borough into a benefit eligible (regular) position.
15. **"Layoff"** means a separation from employment that is implemented because of budgetary limitations, lack of work, abolishment of position, departmental reorganization, or for similar reasons.
16. **"Part-time Regular Employee"** is a person who is employed for a scheduled work week of twenty (20) hours up to thirty (30) hours per week. A part-time regular Employee shall receive full health benefits as provided in Article 22, however all other benefits under this Agreement shall be on a pro rata basis. For PERS purposes only, a part-time regular Employee is a person holding an authorized permanent (regular) position that is regularly scheduled to work a minimum of fifteen (15) hours up to thirty (30) hours per work week.
17. **"Personnel Rules"** means ordinances, policies or procedures enacted or adopted by the Employer. Any definition not set forth herein which is set forth in the Personnel Rules shall be incorporated into and shall apply to the Agreement.

18. **“Probationary Employee”** means an Employee occupying an ASEAMU position who has not completed his or her probationary period.
19. **“Regular Employee”** means a full-time, part-time or seasonal Employee who has been retained in his/her ASEAMU position after completion of the probationary period whose position is identified as a regular position in the approved budget. A regular Employee is not allowed to hold a casual position while employed by the Borough in a regular position.
20. **“Regularly Scheduled Work Week”** means an average number of hours worked during the last two (2) full pay periods. The average number of hours worked each week during the last two (2) full pay periods shall be deemed to be the “regularly scheduled work week” for purposes of computing holiday pay only.
21. **“Seniority Date”** is defined as the date the Employee was last hired into a benefit eligible position in the bargaining unit. ~~For the purposes of contract implementation, existing Employees at the time of adoption of this contract will count seniority from the time they were last hired into a benefit eligible position (Longevity Date). New Employees moving into an ASEAMU position after the adoption of this contract will count seniority from the date they began work in a bargaining unit position.~~ Seniority shall be reset upon termination, except if termination was a result of a layoff and the Employee is recalled within the layoff period. In that circumstance, the original seniority date shall remain.
22. **“Steward or Employee Representative”** means any Bargaining Unit Member designated as such by ASEAMU.
23. **“Supervisory Employee”** means an Employee having substantial responsibility on behalf of the Employer who regularly participates in the performance of all or most of the following functions: employ, promote, transfer, suspend, discharge or adjudicate grievances of other regular Employees, if in connection with the foregoing, the exercise of such responsibility is not of a routine nature, but requires the exercise of independent judgment. This definition will not include lead workers.

ARTICLE 2 – RECOGNITION

02.01 - Exclusive Bargaining Representative

The bargaining unit covers exempt (FLSA overtime ineligible) level professional managers and department directors, unless otherwise excluded.

The Employer recognizes ASEA/AFSCME, Local 52, AFL-CIO, the Union, as the sole and exclusive bargaining representative for the purpose of negotiating wages, hours, and other terms and conditions of employment for all positions listed in Attachment A of the Mutual Consent Petition approved by the Alaska Labor Relations Agency on October 3, 2011 “Bargaining Unit”, or as amended through the established Inclusion/Exclusion process.

The Employer and ASEA have adopted a formal review process to determine inclusion/exclusion of newly created positions or positions reclassified due to job duty changes. However, should unresolvable differences as to inclusion or exclusion from the bargaining unit occur, either party may request the jurisdiction be determined in accordance with Alaska Statutes.

02.02 - Exclusions

ASEA is not the exclusive representative for the following positions:

- A. Positions that are elected (Assembly Members and Mayor); appointed positions (Borough Clerk, Deputy Borough Clerk, Chief of Staff, and Borough Attorney); eConfidential Employees (Chief Financial Officer, various staff in HRHuman Resources, Legal and Mayor’s Office) and all non-exempt (hourly) Employees.

- B. All casual Employees, college interns, and high school student-trainees.
- C. FNSBEA and Laborers 942 members covered under separate union contract.

02.03 - Notification of Bargaining Unit Designation

The Union shall be notified of all new or changed position descriptions that result in a bargaining unit change within ten (10) working days of such action. The notification shall include the specifications of the position description and bargaining unit placement.

02.04 - Position Removal

No positions shall be moved from the FNSBMU bargaining unit without written notification to the Union.

ARTICLE 3 – UNION REPRESENTATION & ACTIVITIES

03.01 - Union Staff Representatives

Union representatives who are not Employees shall be authorized to speak for the Union in all matters governed by this Agreement and shall be permitted to visit work areas with prior notice to the Employer. The Union shall provide a list of names of the Union representatives to the Employer. The Union shall provide no less than one (1) hour notice of such visits, subject to exceptions for emergency or exigent circumstances.

03.02 - Stewards

- A. The Union may authorize up to three (3) Stewards. The Union shall provide a written list of names of the Stewards to the Employer, and shall notify the Employer as soon as possible of any changes.

- B. Release time for Stewards shall not exceed a total of two hundred eight (208) hours annually to perform their official representative duties during normal working hours, including bargaining unit union business, training, handling member requests, providing information and handling grievances. Time shall be recorded on the Employee's timesheet. Administrative leave for the activities as described in this section is funded by the Borough and will not reduce the individual Steward/Officer representatives personal leave bank or the Union Business Leave Bank. Any hours used in excess of two hundred eight (208) per calendar year will require a deduction from the Union Business Leave Bank.

- C. Prior to engaging in their official union duties, expected to last longer than 15 minutes, a Steward shall notify his/her supervisor. Time to perform such duties shall not be unreasonably denied.

- D. Stewards shall be allowed to post Union information on bulletin boards and may distribute Union information to other Employees covered by this Agreement during work time.

03.03 - Meeting Space

Meeting space in buildings owned or leased by the Employer may be used for Union meetings provided that a request is approved in advance and pursuant to the rules of the department concerned. All Borough procedures must be followed, and if there is a published public fee charged for the usage, the Union shall pay such costs.

03.04 - Bulletin Boards

The Employer agrees to provide designated space on existing bulletin boards at all facilities except the BAC and Library, where the union shall provide a small bulletin board for posting union information. The Employer retains the right to approve the size and location of any bulletin board provided by ASEA. No bulletin board shall be permitted in any public area. No political information or derogatory information referencing the Borough or its personnel may be posted on bulletin boards.

The Employer will make space available on the Employer's intranet for an electronic "bulletin board".

03.05 - Union Use of the Employer's Email and Communication Systems

Union representatives, Union Officers, and Stewards may use the Employer's communication systems, including e-mail, to communicate with the Employer or Employee(s) regarding official union matters. The communication systems may not be used for political purposes or any other purpose prohibited under borough code.

All communications are subject to disclosure per FNSB Policy 40.01 and 75.01.

03.06 - Union Business Leave

A. Establish Bank:

The parties agree to establish a Union Business Leave Bank which shall be administered by the Employer. A monthly report of the balance and withdrawals from the bank shall be provided to the Union.

B. Contributions:

1. As a condition of employment and upon written authorization by a newly hired Employee, eight (8) hours of personal leave shall be transferred from the Employee's personal leave, once it equals eight (8) hours or more, to the Business Leave Bank.

2. At any time any member of this bargaining unit may voluntarily transfer personal leave in at least one (1) hour increments to the Business Leave Bank. The Employee's leave balance will be reduced by the amount of leave transferred to the bank.
3. To maintain a healthy Union Business Leave Bank, the Employer shall transfer up to four (4) hours at the start of each fiscal year from each Employee's personal leave account to the Union Business Leave Bank. The Union shall notify the FNSB the number of hours to be deducted at least thirty days prior to July 1st, and the transfer shall occur during the first pay period in August. If the bank balance exceeds anticipated needs for the next fiscal year, the Union can request zero hours to be transferred.

C. Leave Assessments:

Leave assessments will be made on an hour for hour basis. However, for Borough internal accounting purposes, the average wage of Employees at the beginning of the fiscal year (July 1st) for the subsequent fiscal year will be used.

When business leave is used in accordance with section 3.06(D), hours will be withdrawn from the Union Business Leave Bank equal to the hours used by the Employee. The Employee shall suffer no loss in benefits when utilizing hours from the Union Business Leave Bank.

D. Use of Union Business Leave:

Leave from the Union Business Leave Bank may be used for the following purposes:

1. Absences from work for contract preparation and negotiations, including time for Union negotiation team meetings.
2. Time necessary to process grievances, including arbitrations, for the Grievant, Stewards, or elected Union Officers who may be involved and any bargaining unit witnesses.

3. Attendance of union related training, meetings, committee assignment effort and conferences.
4. Union business in excess of the 208 hours per year of administrative leave granted for steward related activity. Requests for withdrawals from the bank shall be made only by the Union Business Manager or his/her designee. Leave must be scheduled as far in advance as possible and approved by the Employee's supervisor, on a form agreed to by the parties; leave requests shall not be unreasonably denied.
5. The Union shall pay up to 200 hours of wages for the members of the ASEA contract negotiating committee for the purposes of contract negotiations. The Union shall pay for contract negotiation preparation from the Union Business Leave Bank. The Employer shall match "hour for hour" up to a maximum of 200 hours, for up to three (3) negotiating committee members. If contract negotiations are not complete when the 400 total hours are exhausted, all further time needed to complete the negotiations shall either be paid for by the Union or done off-work hours (evenings, weekends, etc.), and will not be compensable for members of the Union bargaining team.

ARTICLE 4 – UNION SECURITY

04.01 - Noninterference

The Employer agrees that it will not in any manner directly or indirectly attempt to interfere between any Employee and the Union. It will not in any manner attempt to restrain any Employee from belonging to the Union or from taking an active part in Union affairs and it will not discriminate against any Employee because of Union membership or activity that is not contrary to this Agreement.

04.02 - New Employee Orientation

The Employer will provide ASEA/AFSCME contact information to new hires during the new hire orientation. The Employer shall notify the Union of all new hires within the bargaining unit on a bi-weekly basis, upon completion of the payroll process. ASEA sStaff/Employee-~~r~~ Representative shall be allowed a maximum of thirty (30) minutes time, during normal working hours, with the new Employee to provide a Union new Employee orientation.

04.03 - Agency Shop

- A. The Union owes the same responsibility of representation to all bargaining unit Employees without respect to membership in the Union.
- B. From the effective date of this Agreement, all Employees covered by this Agreement shall, as a condition of continued employment, either become a member of the Union or become an agency fee payer.
- C. The Union dues/agency fee will be an amount set by the Union. Payment of Union dues or agency fees shall commence no later than thirty (30) calendar days after the date of hire, provided however, that no payroll deduction shall be made by the Employer without the written permission of the Employee.
- D. Upon written request by the Union Business Manager to the Employer, an Employee who has been employed for more than thirty (30) calendar days and who is not complying with the agency shop provisions of this Agreement shall be dismissed by the Employer in accordance with the Union's written request. Where such dismissal action is taken by the Employer in accordance with the Union's written request, the Union shall defend and hold the Employer harmless, provided the Borough has exercised ordinary diligence.

04.04 - Payroll Deductions

- A. Upon receipt by the Employer of an Authorization for Payroll Deduction of Union Dues/Fees dated and executed by the Employee, the Employer shall deduct from the Employee's wages the amount of the Union membership dues or agency fee owed for each pay period. The Employer will forward the monies so deducted to the Union along with a list of Employees from whose wages such monies were deducted not later than five (5) working days after the last pay date of the month. The Union agrees to hold the Employer free from all liability in connection with the collection of the dues or fees, except that the Borough shall be held to the exercise of ordinary diligence and care in the appropriate deduction and transmittal of the monies to the Union.
- B. If, for any payroll period in which the Employer is obligated to make deductions pursuant to this section, the wages owed an Employee after mandatory deductions are less than the authorized dues or fees to be deducted pursuant to this Article, the Employer shall make no deduction from wages owed the Employee for that payroll period. In such a circumstance, payment of dues or agency fees for that pay period shall be made by the Employee directly to the Union, and it becomes the union's responsibility to collect such dues or fees.
- C. The Union Business Manager shall notify the Employer in writing of any increase or decrease in authorized dues or agency fees at least thirty (30) calendar days prior to the effective date.
- D. Bargaining unit members may authorize additional payroll deductions in writing on a form provided by the Union. Such additional deductions shall be transmitted to the Union. The amount of the voluntary contribution shall be stated on the authorization form, together with the bargaining unit member's employee identification number.

04.05 - Information Supplied to the Union

- A. The Employer shall provide the Union with a current list of bargaining unit members at the end of each month at no cost to the Union. This list shall include the Employee's name, Employee identification number, department, location, job title, work email address, and mailing address.
- B. At the end of each month the Employer shall furnish to the Union (without cost) a report showing all personnel transactions adding to, or deleting Employees from the bargaining unit.
- C. The Union specifically agrees that all information provided shall be used only for purposes related to the execution of the Agreement, that the Union shall be responsible for the protection and security of information provided, and that the Union shall assume liability which may result from any improper disclosure or use by the Union of information provided.

ARTICLE 5 – MANAGEMENT RIGHTS

The Employer reserves all the rights, powers, and authority customarily exercised by Management except as otherwise specifically designated or modified by the expressed provisions of this Agreement. It is recognized that the Employer retains the rights to manage its affairs, to determine the kind and nature of work performed and to direct the work force except as otherwise provided in this Agreement. All of the functions, rights, powers and authority not specifically modified or abridged by the express terms of this Agreement are the sole and exclusive prerogative of the Employer.

Without limiting the generality of the above statement, these rights include, but are by no means limited to the right to plan, direct, and control the operations of the Borough and all the Employees assigned thereto. Such prerogatives shall include the exclusive rights to hire, promote, lay off, transfer, discipline or discharge Employees for just cause; determine the

number of Employees, and increase or decrease the number of Employees; schedule and assign hours of work, make job assignments, install or move equipment, introduce new technology; subcontract operations, transfer, reduce, or cease any or all of the operations, in whole or in part at any time; promulgate and enforce policies or rules governing Employee conduct, safety, or modification of operation; determine job content, establish levels of job qualifications; judge Employee competence; and select supervisory personnel.

ARTICLE 6 – NO STRIKES NO LOCKOUTS

06.01 - Strikes

During the term of this Agreement, it is understood that the ASEA/AFSCME, Local 52, AFL-CIO, its agents, assigned representatives or bargaining unit members will not authorize, instigate, aid or engage in any work stoppage sit-down, slow-down, sick-out, refusal to work, picketing, or strike against the Employer. Furthermore, it is understood that no Union officer, agent or assigned representative shall authorize, encourage, or assist in any way such strike or prohibited concerted activities; and will actively assist the FNSB in combating such prohibited activities.

06.02 - Lockouts

The Employer agrees that during the term of this Agreement, it will not engage in any lockouts.

06.03 - Violations

Any violations of this Article are not subject to this contract's grievance procedure, but either party may pursue such legal remedies as provided by law.

06.04 - Discipline

Disciplinary action taken against an Employee for any alleged violation of this Article is subject to the grievance-arbitration procedure and shall enter at Step Two.

ARTICLE 7 – NON-DISCRIMINATION

- A. The Employer and Union agree to comply with all state, federal and local laws, rules or regulations prohibiting discrimination against any person with regard to all aspects of employment or membership.

- B. The Employers' obligations to refrain from illegal acts under federal and state laws, Borough Ordinance, and any other policy or procedure prohibiting discrimination or sexual harassment are not obligations under this Collective Bargaining Agreement and are not subject to the grievance/arbitration procedure as defined in this Agreement.

ARTICLE 8 – LABOR & MANAGEMENT COMMITTEE

08.01 - Purpose

In order to facilitate communication between the parties and to promote cooperative Employer and Employee relations, the Employer and Union agree to form a joint Labor-Management Committee (LMC) which shall meet ~~at least semi-annually or~~ as necessary to discuss matters of mutual concern.

08.02 - Authority

The LMC shall have no authority to contravene any provisions of this Agreement, or to enter into any agreements binding the parties. Matters requiring a Letter of Agreement shall not be implemented until a signed Letter of Agreement has been

approved by the designated Employer representatives and designated Union representatives.

08.03 - Committee Members

The LMC shall be composed of two (2) individuals appointed by the Union, ~~and~~ the Mayor and Human Resources Director for the Employer. Additional individuals may be included in meetings by mutual agreement.

Approved time spent in LMC meetings for the union members shall be considered release time and shall not require a deduction from the Employees individual leave account or the Business Leave Bank.

08.04 - Meetings and Agendas

The Labor Management Committee may meet at the request of either party. Agendas shall be prepared in advance of the meeting and -either party may add items to the agenda. Notification of the need for the meeting shall occur between the Union and the Human Resources Director. The Borough shall be responsible for preparing the agenda and meeting notes.

Labor-Management Committee meetings shall be conducted in good faith.

ARTICLE 9 – PRE-NEGOTIATION FINANCIAL INFORMATION

The Borough agrees to furnish, upon timely request, the legally required statistical, budgetary, or payroll information necessary to the orderly conduct of collective bargaining.

The minimum timeframe to respond to a request is ten (10) business days, but may be longer depending upon the type of request and availability of data. The Employer will notify the

Union if the timeline requested is not possible and will provide an alternate timeline for providing the requested information.

ARTICLE 10 – PERSONNEL RECORDS

10.01 - Personnel Records

The personnel record is a file of those documents which reflect an individual Employee's complete status as an employee from date of hire to termination. The personnel record includes, but is not limited to, the individual Employee's employment application, performance appraisals, progress reports, disciplinary actions (except oral counselings), personnel actions and certificates and awards listed in 10.02(D) below.

10.02 - Employee Access To Personnel Records

- A. Employees shall have access to their personnel record in Human Resources upon reasonable notice and at reasonable times. Any review of personnel records shall be conducted in the presence of Human Resources staff and no document shall be removed without the authorization of the Human Resources Director.
- B. Employees shall be provided a copy of all materials placed in their personnel record.
- C. Employees may request a copy of any document in their personnel record.
- D. Employees may submit certificates of completion of educational courses, training, or special recognition and awards to be included in their personnel file.

10.03 - Union Access To Personnel Records

- A. Upon receipt of written authorization from an Employee, a designated Union Representative, Union Officer, or Steward will have the right to inspect the Employee's personnel record upon reasonable notice and at reasonable times, in the presence of Human Resources staff.
- B. Upon receipt of written authorization from an Employee, the Union may request copies from the Human Resources Director of documents from an Employee's personnel record at no cost to the Union.
- C. Union Representatives, Union Officers and Stewards who may gain access to confidential information will handle such confidential information in a manner to ensure the Employee's right to privacy is protected.

10.04 - Medical File

All Employee medical files are to be kept separate from the personnel record and are considered confidential, and shall not be disclosed without the Employee's written permission or as required by law. The Employee shall have access to their medical file upon reasonable notice and at reasonable times and shall be conducted in the presence of Human Resources staff.

ARTICLE 11 – JOB VACANCIES

11.01 - Job Postings

Whenever a vacancy occurs in a position the Employer intends to fill in the bargaining unit, a notice of such vacancy shall be posted on the Employer's job posting website and a copy delivered to each department for posting.

11.02 - Internal Postings

The Employer shall post vacancies internally to the bargaining unit members at least five (5) working days prior to external advertisements. Upon written request by the Employer, the Union may agree to allow external advertising concurrent with internal posting; such agreement shall be confirmed in writing.

11.03 - Application Period

Bargaining unit members may apply for an advertised position by following the recruitment process and within the posting deadlines.

11.04 - Qualified Applicant

When there are current, qualified bargaining unit members interested in the vacancy, the Employer shall give good faith consideration to the applicant. Employees shall be selected, appointed, and promoted on the basis of qualifications, ability and demonstrated performance.

11.05 - Minimum Qualifications

Any bargaining unit member who, during the initial screening process appears to meet the minimum qualifications shall receive an interview during the hiring process.

The determination of whether a bargaining unit member is qualified for any given vacancy shall be based upon the person's submitted application, the person's job interview, the results of any examination that may be administered for the position to be filled, references, and a review of the applicant's personnel record.

11.06 - Recruitment Notification

Internal applicants who are not selected for an interview shall be notified verbally or in writing. Upon request by the applicant, Human Resources shall provide in writing, the reasons why they did not receive an interview.

ARTICLE 12 – PROBATIONARY PERIODS

12.01 - Probationary Period

- A. The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the Employee's work, for securing the most effective adjustment of a new Employee to a prospective position, and for non-retention of a probationary Employee whose performance is not meeting the expectations of the Employer.
- B. All original appointments shall be subject to a probationary period of six (6) months, to begin on the first day of work in the position. Probationary Employees may be terminated at any time during their probationary period, if the supervisor, acting in good faith, is actually dissatisfied with the Employee's job performance.
- C. All promotional appointments shall be subject to a probationary period of three (3) months which will begin on the first day of work in the new position. An Employee who is non-retained during the probationary period of a promotional appointment may return to his/her prior position and non-probationary status in that position, at the pay step he/she would have had if not promoted, if the Employee's former position is still vacant. Further, during the probationary period of a promotional appointment, an Employee may, at his or her option, elect to return to his/her prior position and non-probationary status in that position, at the pay step he/she would have had if not promoted, if the Employee's former position is still vacant.

If the Employee was non-retained and the prior position is not vacant or no longer exists, the Employee shall have first right of refusal to the position should it become available in the next eighteen (18) months, and shall also be eligible to apply for internal vacancies during that period. If the Employee declines an offer to return, the Employee shall lose all rights under this Article.

At least five working days prior to the promoted Employee's former position being filled, the Employee will be provided written notification and be given the option of returning to his/her former position. The Employee will have three working days from the date of such notice to elect to return to their former position. If the Employer is unable to contact the Employee, or the Employee fails to respond, the position may be filled after the 5th day.

- D. The probationary period may be extended for an additional three (3) months by the Employer when the Employer determines that the Employee's job performance has been sub-standard, but is showing improvement. In such a circumstance, the Supervisor shall provide goals to the Employee in an effort to bring the performance to a satisfactory level.

12.02 - Notice of Possible Non-Retention

If at any time during the probationary period the Employer is considering a non-retention, the reason and areas of needed improvement will be conveyed to the Employee in writing so that the Employee has an opportunity to address the performance deficiencies.

If the initial notification of performance deficiencies occurs within the last thirty (30) days of the probationary period (either initial or promotional), the Employee shall be given at least two (2) weeks time to correct the deficiencies before non-retention will occur. Allowing for the timeframe as specified in this section may require an extension of the probationary period.

Notwithstanding the obligation to provide notice of correctible performance concerns, nothing in this Article shall be construed to require advance notice and an opportunity to correct conduct which constitutes a Major Offense and which would otherwise warrant immediate dismissal.

12.03 - Grievance Process

The parties agree that all non-retained probationary Employees have the right to challenge the non-retention through the grievance procedure.

ARTICLE 13 – RESIGNATIONS

- A. ~~To remain in good standing, a~~An Employee who intends to terminate service with the Employer should submit a written resignation to the Employee's immediate supervisor stating the Employee's last date of employment. Resignation notices shall be submitted as early as possible, but at least two (2) weeks before the final work day unless mutually agreed otherwise by the Employer.
- B. Resignations may be rescinded with approval of the Department Director and the Chief of Staff.
- BC. A copy of the Employee's resignation shall be filed in the Employee's personnel record.
- CD. At the Employer's option, the resignation may be accepted upon receipt and the Employee will be relieved of all duties immediately. In such circumstances, the Employee shall receive full pay and benefits for the notice period, not to exceed four (4) weeks.

E. For retiring employees in good standing, a longer notice period is encouraged and will not result in an immediate relief of duties.

ARTICLE 14 – EMPLOYEE DISCIPLINE

14.01 - General

- A. The Employer shall not discipline or discharge an Employee without just cause.
- B. When disciplining Employees, the Employer shall follow the principles of progressive discipline which after oral counseling includes: written reprimand, suspension(s) without pay, and discharge. The Employer is not required to follow the progressive steps of discipline for serious violations of the work rules as generally defined under Section 14.03 below.
- C. An Employee has a right to request union representation during an investigative interview if the Employee has reasonable belief that discipline or other adverse consequences may result from what he/she says in the interview. In such an instance, the supervisor has the following options: 1) stop questioning the Employee until the union representative arrives; or 2) call off the interview and reschedule; or 3) continue the interview if the Employee voluntarily gives up his/her rights to a union representative. In all cases the Employee shall be informed of the subject of the interview prior to commencement of the meeting.

14.02 - Oral Counseling

Prior to any disciplinary action for minor infractions of the work rules and after a preliminary investigation, if the supervisor determines that an alleged offense may warrant oral counseling, the supervisor shall first schedule a meeting with the Employee to discuss the inappropriate behavior or performance problem and attempt to resolve the issue informally. The Employee shall be informed that he/she has the

right to have an ASEA representative present at the meeting. At this meeting the Employee and supervisor shall attempt to agree to a plan or objective to improve the worker's conduct or performance which shall, when appropriate, include a plan for additional training. If the parties reach an agreement a copy shall be given to the Employee but no record shall be placed in the Employee's official personnel file. If the problem is corrected within the specified time and there are no disciplinary actions within one (1) year, the plan shall be expunged from the supervisor's anecdotal records and shall not be used as the basis of any future discipline or other employment decisions.

14.03 - Disciplinary Administration

Prior to a determination being made by the supervisor that an alleged offense may warrant discipline, the supervisor is free to interview any potential witnesses without first notifying the Employee or the Union. This is part of the preliminary investigation to determine if the allegation is accurate and warrants discipline or further investigation.

Disciplinary action will be administered on a case-by-case basis in a consistent and fair manner. The discipline imposed will depend upon intent and mitigating circumstances, including the Employee's past record, length of service, existence of past discipline, and the potential detriment to the Employer resulting from the action.

Suspension or dismissal may be appropriate for the first offense only for serious rule violations like theft, physical assault or fighting, verbal threat of bodily harm, dishonesty, intentional falsification of official records, possession or being under the influence of prohibited narcotics during duty hours, being under the influence of alcohol during duty hours, gross negligence or gross insubordination.

14.04 - Employee Rights

A. Written Reprimand, Suspension or Dismissal Procedures:

1. After a preliminary investigation and when a supervisor determines that an alleged offense may warrant discipline more severe than oral counseling, a written notification of intent (NOI) to investigate and impose disciplinary action is completed and given to the Employee at least 2 (two) business days prior to the meeting. A copy of the NOI shall be given to the Human Resources Director and the ASEA office.
2. The Employee receives the NOI and is informed that he/she has the right to have a Union representative present.
3. The meeting between the Employee, Union representative, and management is the beginning of the actual investigation where questions may be asked of the Employee by management.
4. After the meeting, the Union shall be given up to three (3) business days to do an investigation if they desire.
5. Another meeting, at the discretion of the Union, may be set up after the three (3) business day period to give the Employee an opportunity to respond to the allegations.
6. Within ten (10) working days of the meeting set forth in number 5 above, and if it is determined by management that a written reprimand, suspension, or discharge is warranted, the Employee shall receive in writing the actual appropriate disciplinary action with a copy hand delivered or mailed to the ASEA office.

B. Removal of Discipline from Personnel Record:

A disciplinary action in the Employee's personnel record shall be removed after twenty four (24) months (or a lesser time if mutually agreed to by the parties) if there have been no further incidents. If the Employee terminates employment prior to the expiration of this timeline, the file is closed upon termination and the documents contained within the file are preserved.

14.05 - ASEA Notification

The Employer agrees to furnish the ASEA office, either electronically, by fax, hand (receipt) or by Certified Mail, copies of disciplinary actions (e.g. written reprimands, suspensions, dismissals) concurrently with notification of the Employee, but in no case later than two (2) working days after the implementation of the disciplinary action.

ARTICLE 15 – GRIEVANCE ARBITRATION

15.01 - Informal Resolution

Differences between Employees and the Employer should be resolved as quickly and satisfactorily as possible. To achieve this goal, Employees are required to discuss any differences with their supervisor as soon as possible after they are aware of the event leading to the difference and prior to the filing of a grievance. Supervisors are similarly required to be responsive to such discussion. Resolutions that may be reached during this informal process may not conflict with this Agreement or applicable written laws or regulations.

15.02 - Definition of Grievance

A grievance shall be defined as any complaint, controversy or dispute arising between the parties.

15.03 - Exclusive Procedure

The Union or the aggrieved Employee or Employees shall use the following procedure as the sole means of settling grievances unless mutually agreed otherwise.

Complaints or disputes relating to the State of Alaska Public Employees Retirement System (PERS) shall not be subject to resolution by this Grievance Procedure.

15.04 - Time Frames

- A. Any grievance, whether individual or a class action, must be brought to the attention of the Employer, consistent with the procedures set forth in this Article, within fifteen (15) working days of the effective date of the disputed action or inaction or the date the Employee is made aware of the action or inaction, whichever is later.
- B. All grievances resulting from dismissal, demotion for cause, disciplinary suspension, or probationary non-retentions shall be entered into the procedure at Step Two. Such grievances shall be brought to the attention of the Human Resources Director within fifteen (15) working days of the action or knowledge thereof.
- C. If the Employer fails to render a decision in the allotted time frame, unless mutually extended, the grievance may be advanced to the next step of the procedure by the Union. Any grievance not filed by the Union according to the procedures and time frames in this Article shall not be entitled to further consideration unless mutually agreed to otherwise.

- D. Allotted time frames may be extended by written mutual agreement for all steps in the grievance/arbitration process. Deadlines for submission of a grievance at Step Two and above shall be counted from the date of receipt of a response from the Employer, or the date the response is due, whichever is earlier. All mailed material relating to Steps Two and Three of a grievance shall be accomplished through a proof of receipt method. If sent electronically via email, the “read” receipt shall be proof of delivery.

15.05 - Grievance Procedures

- A. Grievances shall be processed on forms provided by the Union. The grievance shall state the facts giving rise to the grievance, the provisions of the Agreement that are alleged to have been violated, and the remedy requested.

B. Class Action Grievances

A class action grievance is one which arises from the same Employer conduct and which affects two (2) or more Employees in the same manner. Class action grievances shall be submitted by the Union representative at Step Two. Class action grievances must identify each individual grievant by name, job class and department to the extent possible.

C. Grievance Steps

Step One:

An Employee shall individually, or with the Union, present the written grievance to the first level supervisor, with a copy to the Human Resources Director within fifteen (15) working days of the disputed action/inaction or the date the Employee is made aware of the action/inaction, whichever is later.

The supervisor shall respond in writing within ten (10) working days of receipt.

Step Two:

If the grievance is filed at Step One, and unresolved at Step One, an appeal may be submitted by the Union in writing to the Human Resources Director of the Borough within ten (10) working days after the Employer's response to the prior step is due or received. Within five (5) working days of receipt of Step Two Grievance, a meeting with the grievant, union representative and Human Resources Director shall be scheduled. If the representatives are unable to resolve the grievance, the Human Resources Director shall respond in writing within ten (10) working days after the meeting.

If a grievance results from demotion for cause, or disciplinary suspension it shall be entered into the procedure at Step Two. Such grievances shall be brought to the attention of the Human Resources Director within fifteen (15) working days of the action or knowledge thereof, in accordance with Article 15.04 B.

Non-retention grievances for probationary Employees must be entered at the STEP TWO level within five (5) working days from the notice of intent to non-retain. The effected Employee will remain in paid status until the remedies under the STEP TWO grievance process ~~is~~are complete. This paid status may be a regular work schedule, an alternate assignment, or administrative leave, depending upon the circumstances and at the sole discretion of the Employer. The Union agrees to process the grievance in a timely manner and to provide the Employer with all relevant information and documentation within its possession at the time of the STEP TWO meeting, so that the Borough can properly determine whether termination is appropriate. Upon completion of the STEP TWO grievance process, should the Employer still believe non-retention is appropriate, the termination will become effective the date the STEP TWO decision is rendered.

Dismissal Grievances for non-probationary Employees must be entered at the STEP TWO level within five (5) working days from the notice of intent to terminate. The ~~effected~~-affected Employee will remain in paid status until the remedies under the STEP TWO grievance process is complete. This paid status may be a regular work schedule, an alternate assignment, or administrative leave, depending upon the circumstances and at the sole discretion of the Employer. The Union agrees to process the grievance in a timely manner and to provide the Employer with all relevant information and documentation within its possession at the time of the STEP TWO meeting, so that the Borough can properly determine whether termination is the appropriate discipline. Upon completion of the STEP TWO grievance process, should the Employer still believe termination action is the appropriate discipline the termination will become effective the date the STEP TWO decision is rendered.

Within five (5) working days of receipt of a Step Two grievance, a meeting with the grievant, union representative and Human Resources Director shall be scheduled. If the representatives are unable to resolve the grievance, the Human Resources Director shall respond in writing within ten (10) working days after the meeting.

Step Three:

If a grievance is not resolved at Step Two, and it pertains to the application or interpretation of the provisions of this Agreement, the Union may forward the grievance to arbitration. This request shall be submitted to the Human Resources Director in writing within twenty (20) working days after the Step Two is due or received. The parties shall meet within ten (10) working days after receipt of the request for arbitration to strike names, until an arbitrator is selected and to make arrangements to contact the arbitrator about scheduling the hearing.

15.06 - Board of Arbitration

- A. Within thirty (30) calendar days of the signing of this Agreement, the Employer and Union will jointly request from the U.S. Federal Mediation and Conciliation Service (FMCS) the names of thirty (30) qualified arbitrators from any of the following states California, Washington, Oregon, Idaho, and Alaska. From the list of arbitrators the Employer and Union shall alternately strike from the list one (1) name at a time until eleven (11) names remain on the list. This list of eleven (11) arbitrators shall be used by the parties to select individual arbitrators for hearings. This section does not preclude the parties from compiling a mutually agreeable list without the assistance of FMCS.

- B. When arbitration becomes necessary to resolve a dispute, the parties will select the arbitrator by alternately striking one (1) name at a time from the list of eleven (11) until only one (1) name remains on the list; the order of striking shall be determined by the toss of a coin flipped by the Union and called by the Employer. The parties will alternate on striking the first (1st) name. The name of the arbitrator remaining on the list shall be accepted by the parties as the arbitrator, and arbitration shall commence on a mutually acceptable date. Alternatively, the parties may select an arbitrator by mutual agreement.

- C. Pre-submission meeting. No later than seven (7) working days prior to the scheduled arbitration meeting, the parties shall exchange information and attempt to agree on the phrasing of the question(s) to be submitted to the arbitrator. Each party shall inform the other of any witnesses it intends to present testimony at the hearing and whether or not either party intends, if known, to file a post-hearing brief.

15.07 - Authority of the Arbitrator

- A. A grievance is arbitrable if it involves the application or interpretation of the Agreement. The Arbitrator shall determine whether a matter is arbitrable. If a

determination is made that the matter is arbitrable, the Arbitrator shall then proceed to hear the merits of the dispute.

- B. The parties agree that the decision or award of the arbitrator shall be final and binding, except as provided for in C below. The arbitrator's function is to interpret the Agreement and is limited to considering the particular issue(s) set forth in the written Step Two grievance and responses. The arbitrator shall have no authority to rule contrary to, amend, add to, subtract from or eliminate any of the terms of this Agreement.

- C. The arbitrator shall be required to provide a written decision and award within thirty (30) working days of the hearing's completion or after receipt of post-hearing briefs, unless the parties consent to a longer time. The decisions and awards of the Arbitrator shall be binding upon all parties to this Agreement and enforceable under the provisions of AS 09.43.300-595 (which shall be included by reference in this provision(s)), except that issues of gross legal errors or awards that violate an explicit, well defined and dominant public policy may be appealed as provided by Alaska Court Rules.

- D. Each party shall bear its own expenses associated with the arbitration. The arbitrator shall assign his/her fees and expenses to the losing party, i.e., either to the Union or to the Employer; if there is no losing party, the fees and expenses shall be apportioned by the arbitrator between the parties. The parties shall use their best efforts to minimize the costs of any arbitration.

- E. A grievant shall be allowed to attend the arbitration proceeding without loss of pay. If the grievance is a class action, the Union may designate one of the grievants to represent the class at arbitration without loss of pay. Witnesses within this bargaining unit, who are employed by the Employer, may participate in arbitration without loss of pay for time required to testify at the hearing. Union

Officers or Stewards who want to attend the arbitration will be required to use the Union Business Leave Bank.

ARTICLE 16 – POSITION CLASSIFICATION SYSTEM

16.01 - Job Classification Plan

The Employer agrees to establish and maintain a formal system of job classifications. The classification plan shall establish a system by which all bargaining unit positions are evaluated according to: professional requirements, required expertise, supervision, financial responsibility, level of decision and/or policy influence, reporting lines, and complexity.

Actual salary placement of a successful applicant shall be based upon experience, qualifications and other factors, to include internal salary equity with market considerations given.

16.02 - Job Description

A job description is an inventory document of specific job duties, minimum qualifications and responsibilities. The job description will include the salary grade, and it will be used as the primary recruiting notice. If any minimum qualifications of a job are changed, or if the duties or responsibilities are materially changed, a new job description will be prepared. Also, if any changes occur in a job due to automation or technological advances in equipment or any other aspect of the job, any Employee affected shall be thoroughly trained to operate or work with the automation or advances, and a new job description shall be prepared. All new job descriptions shall be reviewed, revised and upgraded or downgraded as appropriate, in accordance with the classification system.

16.03 - Request for Review of Position

When an Employee, or the Union acting on behalf of an Employee, feels that the duties and responsibilities of his/her position are not accurately reflected in the job description, the Employee or Union will complete a Position Description Questionnaire (PDQ) and submit it to the Employee's immediate supervisor. The supervisor shall review and comment on the PDQ within fifteen (15) working days and then forward it to the Department Director. The Department Director shall review and comment on the PDQ within fifteen (15) working days and then forward it to the Human Resources Director for review and audit. Human Resources shall provide a copy to the Union. The Employee and/or Union shall have the opportunity to discuss the proposed job description changes and express any concerns, priorities and recommendations.

For the purposes of determining appropriate grade level placement, a committee consisting of the Human Resources Director and one other management representative and two Union representatives, shall review the revised job description and PDQ and make a salary level recommendation to the Human Resources Director. The Human Resources Director will render a written report of his/her decision within three (3) months after receipt of the PDQ. Any retroactive pay due an Employee shall be paid from the date the PDQ was received in the Human Resources Department. If a mutually agreeable resolution is not achieved, any further appeal shall be submitted to arbitration as set forth in Article 15, Grievance Procedure.

ARTICLE 17 – LEGAL ASSISTANCE & INDEMNIFICATION

- A. In the event any claim or claims are made by a person or persons against any bargaining unit Employee for actions performed within the course and scope of his or her employment as covered by the terms of this Agreement, such claim(s) shall be defended by the Employer. Any liability which is incurred by an Employee covered by this Agreement as a result of such claims shall be paid by the Employer. However, the

Employer shall have no responsibility to defend the Employee or pay any liability resulting from such claim if such claim is based upon the acts or omissions of any Employee resulting from gross negligence, reckless conduct or intentional misconduct.

- B. The Employee is obligated to notify the Employer of any such claims as soon as reasonably possible or their rights to a legal defense and indemnification may be waived.

ARTICLE 18 – SAFETY

18.01 - General

- A. The Employer's rules concerning safety and equipment standards shall be in accordance with applicable federal, state and municipal statutes, ordinances, regulations and nationally recognized industry standards and prudent job-site operating practices.
- B. No Employee will be required or requested to perform work in an unsafe manner, or use unsafe equipment, or in an unsafe workplace/environment.
- C. Any Employee who works with hazardous material, as defined by applicable controlling federal, state and local law, shall receive training in the proper and safe handling of such materials before being allowed to handle the same. All training shall be in accordance with any applicable controlling federal, state, or local law.

18.02 - Safety Equipment

- A. The Employer shall furnish such appropriate safety equipment as the Employer, consistent with applicable controlling law or regulations, deems necessary to assure the safety of the work force.

- B. Borough vehicles scheduled for use on public highways shall be furnished with seat restraints, a first-aid kit and flares.
- C. Any Employee required to work with any hazardous material, as defined by applicable controlling law or regulation, shall be furnished appropriate and adequate protective clothing or masks (rubber gloves, air packs, rubber smocks, filter masks, etc.), as may be necessary.
- D. Employees are required to properly use provided safety equipment and gear.

18.03 - Reporting

- A. All equipment or working areas which are claimed to be unsafe shall be reported to their supervisor or Division Manager for resolution. If the concern is not resolved by the supervisor or Division Manager, the concern shall be reported to the Department Director and Risk Management.
- B. It shall not be a violation of this Agreement or grounds for disciplinary action of a bargaining unit member to refuse to work in proximity with a hazardous condition or defective equipment where an unsafe condition constitutes a life-threatening situation or hazard to health. Such determinations shall be made by Borough professional staff whose job duties include oversight of workplace safety or outside professionals with recognized expertise in the field.

ARTICLE 19 – LAYOFF & RE-EMPLOYMENT

19.01 - Layoff

The Employer may layoff an Employee by reason of abolition of the position, shortage of work or funds, reduction in the workforce, departmental reorganization or other reasons outside the Employee's control, that do not reflect discredit on the

services of the Employee.

- A. No regular or probationary Employee in the bargaining unit will be laid off while there are casual Employees serving for periods longer than thirty (30) days in the same position.
- B. The Employer shall make reasonable attempts to integrate those Employees subject to layoff into another department by transfers, providing they meet the minimum qualifications of existing ASEA bargaining unit vacancies, even though this may require a voluntary demotion, promotion and/or transfer of the Employee.

19.02 - Notification of Layoff

- A. Employees being laid off shall be given written notice of a pending layoff at least sixty (60) calendar days prior to the effective date of layoff. The layoff notice shall contain the effective date of layoff, re-employment rights, and shall include any possible job placement opportunities.
 - 1. Notice of layoff shall be given in person or by certified mail, return receipt, postage prepaid, if the Employee is not available to meet in person.
 - 2. The Union shall receive concurrent notice of all layoff notices.
- B. Upon request, the Union shall be afforded an opportunity to meet with the Employer to discuss the circumstances requiring the layoff and any proposed alternatives.

19.03 - Seniority

Seniority shall be determined as follows:

- A. For ~~existing E~~employees in the bargaining unit ~~as if of July 1, 2012, as of the date this Collective Bargaining Agreement goes into effect,~~ seniority shall be the Longevity Date with the Borough.
- B. For ~~e~~Employees entering into the bargaining unit after ~~the date this Collective Bargaining Agreement goes into effect~~July 1, 2012, seniority shall commence on the date they enter into the bargaining unit.
- C. A bargaining unit member maintains their longevity throughout their career regardless of change in bargaining unit position.

19.04 - Re-employment

- A. Employees who are laid off shall be placed on a layoff list in order of seniority for a period of eighteen (18) months from the date of layoff.
- B. The Employee with the greatest seniority on the reemployment list shall be offered reinstatement when a vacancy occurs in a position in which the Employee was laid off. An Employee who accepts or rejects an offer of re-employment to the position in which they were laid off from shall have his/her name removed from the layoff list, and shall have no further rights under this Article. Employees returning to the same position in which they were laid off from will not be required to serve a probationary period.
- C. If a position vacancy occurs for an ASEA represented position that no one on the layoff list was laid off from, the Employer will screen the applications of personnel on that list. If anyone on the layoff list meets the minimum qualifications of the vacant position, he/she shall be offered the position by seniority. Refusal or acceptance shall not result in loss of call back rights to the position from which the Employee was laid off from for the remaining time period. Employees will be required to serve a three (3) month probationary

period, per Article 12, regardless of whether the placement resulted in a promotion.

- D. Offers of re-employment shall be made in person or via the U.S. Mail Service, Certified Return Receipt, and shall include the specific position and/or hours being offered, the rate of pay, level of benefits, a current job description, a mechanism for acceptance or refusal of the offer of re-employment within the prescribed time limit, and a place for the laid off Employee's signature. Failure to respond within three (3) working days from the date of service of offer of re-employment shall be deemed a refusal of that offer of re-employment.

The Union shall receive concurrent notice of each re-employment offer. Date of service is defined as the date hand delivered to the Employee or the date marked on the certified mail return card, or the date the notice is returned by the postal service as undeliverable.

19.05 - Miscellaneous Provisions

Employees appointed from a re-employment eligibility list shall not suffer loss of: seniority, longevity, leave accrual rate or pay.

19.06 - Rights of Laid Off Employees

- A. Employees who return to benefit eligible employment within thirty (30) days of layoff shall not suffer any loss of healthcare benefits.
- B. A laid off Employee shall continue to be considered a member of the bargaining unit, until their layoff rights are exhausted.

ARTICLE 20 – WORKERS’ COMPENSATION

20.01 - General

The Employer shall maintain the statutory required levels of Workers’ Compensation coverage.

20.02 - Duty of the Employee to Report

It shall be the duty of each Employee to immediately report any and all accidents or work-related illness or injury to their supervisor.

20.03 - Waiting Period Compensation

During the three (3) day waiting period, an Employee may use accrued personal leave or accrued comp time to maintain paid status.

20.04 - Position Held Open

In the case of an occupational injury, the Employer will, hold the Employee’s position open for the period of time provided in FMLA and AFLA regardless if the Employee’s injury or time in service meets the qualifying threshold for the programs, or until a licensed medical provider, following a physical or mental examination, has certified that the Employee will be unable to return to the former position, whichever occurs earlier.

20.05 - Maintenance of Health Coverage

An Employee on Workers’ Compensation leave that is either ineligible for FMLA or has exhausted their FMLA rights, may elect to use six (6) annual leave hours per pay period to maintain their health benefit eligibility.

ARTICLE 21 – RETIREMENT

The Borough shall participate in the State of Alaska Public Employees Retirement System (PERS).

ARTICLE 22 – HEALTH ~~INSURANCE~~BENEFITS

22.01 - Health ~~Insurance~~Coverage

- A. The Employer agrees to provide health, dental, audio, and vision coverage for each regular employee, employee's legal spouse, employee's eligible domestic partner, employee's eligible dependent children and employee's eligible domestic partner's dependent children in accordance with the schedule of benefits and other provisions of the Borough Self-Insured Health Benefits Plan, the Physician Assistant Program, or successor plans.

- B. During the annual open enrollment process, employees have the ability to decline health coverage under the Borough's health plan for themselves or any dependents. The employee is required to attest that he/she has other health coverage. Changes at other times of the year, outside the open enrollment process are limited to eligible IRS qualifying status change events.

- C. The level of benefits afforded by this plan has been fully negotiated between the parties. (INCLUDING THE FOLLOWING HEALTH PLAN CHANGES)
 - 1. Any change required by law (Effective 7/1/~~12~~15)

 - 2. ~~Annual Deductibles increase from \$200/\$500 to \$240/\$600 (Effective 1/1/13)~~

2. To address potential 2018 plan year Cadillac Tax, the parties agree to carve out Dental/Vision/Audio from the health plan on 1-1-16 in order to remove these benefits from the rules governing Cadillac Tax. The deduction for DVA is set at \$10 per pay period, and shall reduce the Employee and Employee+Family deduction by like amount. At the time of the carve out, the plan will incorporate all required changes to comply with loss of grandfather status.
3. Prior to the effective date of the Cadillac Tax (currently set to be 1-1-18), the parties agree to limit health plan coverage to reduce overall plan costs to avoid the Cadillac Tax. Necessary plan design changes shall be recommended by the Labor Management Committee on Employee Benefits.
4. Prescription ~~o~~Out of pocket maximum increase from ~~\$5000-600~~ to \$6000 \$800 (Effective 1/1/~~13~~16)
5. Implement Specialty Step Therapy Prescription Drug ~~process.~~ ~~out-of-pocket maximum increase from \$500 to \$600~~ (Effective 1/1/~~13~~16)
6. Provide steverage incentives to ARH and facilities outside of AK. (Effective 1/1/16)
7. Remove same-sex domestic partner benefit, provided state does not appeal decision to allow same-sex marriage. (Effective beginning of plan year where decision is known, could be as early as 1/1/16)

~~5. Contract with VSP Service for vision benefit (Effective 1/1/13)~~

No further changes in the level of benefits afforded under the Health Plan may be made except by mutual consent, or as required in Section 2F. ~~If the PA Clinic is changed such that preventative benefits are substantially diminished, all parties will meet to discuss plan changes for providing continuation of preventative health benefits.~~

~~Thirty (30) days prior to printing an updated health benefit booklet, the proposed~~

~~changes shall be presented to the Labor Management Committee on Employee Benefits and the FNSBEA negotiating team. The Labor Management Committee on Employee Benefits will be afforded a minimum of thirty (30) days to review any updates to the health plan booklet prior to printing.~~

It is recognized that for health plan cost effectiveness the Borough must have only one health plan for its entire workforce. Therefore, a reopener of this article, to evaluate other bargaining unit considerations, is included as part of this agreement.

- D. Coverage shall commence on the first day of the month following employment, unless employee's start day is the first day of the month, then coverage begins on that day. Coverage may be subject to pre-existing condition limitations. Coverage ceases the last day of the month in which employment termination occurs. If ~~you are an~~ employee is laid off and returns to benefit eligible service within thirty (30) days (as provided for in Article 18.1.F) ~~the employee you~~ will not suffer any loss of healthcare benefits.
- E. Each FNSBEA employee covered under the health plan shall pay employee contributions for such coverage in the biweekly amount of:

~~FY13-FY16~~ Employee Only \$~~4585~~.00 Employee + Family \$~~60105~~.00 (Effective 1/1/16)

~~FY14-FY17~~ Employee Only \$~~6095~~.00 Employee + Family \$~~75120~~.00 (Effective 7/1/16)

~~FY15-FY18~~ Employee Only \$~~75105~~.00 Employee + Family \$~~90135~~.00 (Effective 7/1/17)

Amounts expressed above will be reduced by \$10 per pay-period upon implementation of the Dental/Vision/Audio carve out, and the employee biweekly contribution for the D/V/A benefit is set at \$10 per pay period.

This deduction shall be on a pre-tax basis, unless otherwise requested. These funds will be used to offset the budgeted amount for health care in the fiscal year they are deducted.

~~These deductions were estimated in 2012 in order to retain grandfather status for the borough's health plan for the life of this contract. If projected costs in subsequent contract years is such that the increases would require the loss of grandfather status, or other change requires the loss of grandfather status, this article shall be reopened.~~

F. Spousal or Domestic Partner Health Coverage Opt-Out/Reduced Benefit Plan Election – An additional charge will be applied to employees whose spouse -or domestic partner declined available health coverage by their own employer or who took a reduced benefit plan (such as the 20% plan offered by the State of Alaska) therefore shifting primary cost coverage to the Borough's plan. The Surcharge for the spousal opt out shall be established ~~at \$110.00~~for FY16, \$110 for FY17, \$120 and for FY18, \$135 -premium per pay period Employees will be required annually to affirmatively disclose via a questionnaire if their spouse -or domestic partner has health coverage or if the spouse or domestic partner declined health coverage. Employees are required to notify the Employer should a spouse or domestic partner coverage change occur within thirty (30) days of said change. There are financial penalties for incorrect disclosure, as addressed in the health plan document.

22.02 - Labor Management Committee on Employee Benefits

- A. The parties agree that there exists a good faith obligation on the part of both the Employer and the Union to work together during the term of the collective bargaining agreement to reduce health care costs.
- B. In order to meet this obligation and duty to bargain, the Parties agree that the Labor-Management Committee on Employee Benefits shall continue to meet and consult on a regular basis.
- C. The Labor-Management Committee on Employee Benefits shall be composed of eight (8) representatives, two (2) appointed by FNSBEA, one (1) appointed by Local 942, one (1) appointed by ASEA and four (4) appointed by the Borough Mayor. The Labor-Management Committee on Employee Benefits shall select a chairperson from its membership. A quorum for the meetings shall require no fewer than five (5) committee members.
- D. The Labor-Management Committee on Employee Benefits shall be empowered to recommend health care benefit changes during the term of the collective bargaining agreement including, but not limited to issues regarding eligibility, plan design and benefit schedules, deductibles, co-payment provisions, preferred provider programs, utilization review and other options designed to contain costs, and enhance benefit options.
- E. In the event the per employee per month health care cost projection increases, as estimated by the health consultant, by ~~105~~% (after accounting for the employee deductions as specified in Section 1.D. of this article) or more from the previous fiscal year, or the balance of the HCCRF (Health Care Contingency Reserve Fund) declines below 50% of the current target amount as defined in Section 4.C of this article, then the parties will meet and confer to assess what, if any, action(s) might be appropriate to insure containment of health care costs.
- F. It is the intent of this agreement that all parties are dedicated to work collectively in order to contain the costs of health ~~insurance-benefits~~ and to consider and pursue reasonable health care program changes if the events described in Section

2E above occur. The parties agree that it is the responsibility of both parties to mutually work together to solve the problems arising from these events.

G. In the interest of promoting harmonious working relationships between the Parties, one cent (\$.01) per hour per regular employee shall be set aside in a fund to be used for education and other such activities that will further communication, cooperation, and teamwork between management and ASEA, and to provide training to the Labor Management Committee on Employee Benefits.

22.03 - Health Wellness Program

Wellness efforts shall be funded as part of the health plan costs at an annual rate not to exceed \$~~30~~50,000. The Labor Management Committee on Employee Benefits shall oversee wellness focused activities.

22.04 - Health Care Contingency Reserve Fund HCCRF

A. The parties have mutually established a fund to be known as the Health Care Contingency Reserve Fund (HCCRF). The purpose of the fund is to smooth out health care costs over time. Health care costs are composed of: claims paid, the cost of administering the health care plan by the third party administrator or its successor(s), aggregate and specific stop-loss premiums, utilization review fees, case management costs, disease management, independent medical examinations, health program audit rewards, Physician's Assistant Program costs, COBRA premium receipts net of costs for COBRA participants, refunds, employee contributions, consultant fees, the consultant's estimate of the reserve for IBNR (incurred but not reported) claims, life insurance premiums, wellness activities, and any added costs resulting from changes in the administration of the health and life insurance program agreed to by the parties during the term of the collective bargaining agreement. All reserve funds (including co-mingled employee and employer funds) shall be held solely for the funding of future health care costs as

specifically outlined herein.

- B. The Health Care Contingency Reserve Fund shall continue in existence on an indefinite basis. Expenses directly associated with the administration of the Health Care Contingency Reserve Fund shall be borne by the Employer.
- C. The HCCRF shall be maintained with sufficient balance to offset unexpected spikes in health care costs in any given year without depleting the fund. The target level for the HCCRF in any fiscal year shall be one third (33 1/3 percent) of health care costs budgeted for that fiscal year.
- D. Funding Uses and Sources: The HCCRF shall be used to offset health care costs that exceed the budgeted costs in any fiscal year. Budgeted costs are those costs budgeted each year and are the Employer's best estimate of expected costs based on good faith projections compiled by the Employer's independent consultant.
Budgeting shall be based upon a five (5) year rolling average of covered employees.

The HCCRF fund shall also be used to offset increased budgeted costs of \$50 per employee per month, for each year of the contract, provided that: ~~1) there was an increase in the health plan estimate from the prior fiscal year; and, 2) the balance of the HCCRF is at least 5075%~~ of the established target for the prior fiscal year.

- E. The HCCRF shall be funded by a combination of employer and employee contributions. Employees will contribute ten dollars (\$10.00) per pay period to the Reserve Fund (26 pay periods per year). Employer contributions will consist of a match of the total amount of the employee contribution stated above and any budgetary lapse for that fiscal year, up to the target level. Budget lapse is amount budgeted that is unspent at close of fiscal year. If the fund balance is over the

target amount, and the consultant projected an increase in costs from the prior fiscal year, the employer contribution is waived for that fiscal year.

F. The Labor Management Committee on Employee Benefits, The Labor Management Committee, and the FNSBEA Negotiation Team will be provided with the consultant health care estimates, the target amount, the staff benefit rate calculation, and the year-end accounting for the HCCRF.

G. The Health Care Contingency Reserve Fund shall be established as a premium only plan to allow employee contributions to the Reserve Fund to be made on a pre-tax basis.

22.05 - Life Insurance

The Employer agrees to pay the total cost of Life Insurance for each regular Employee in an amount equal to the lesser of their base annual earnings (exclusive of bonuses, overtime and other premium/exception pay) or \$~~100~~250,000. To determine benefits, the amount of insurance is rounded to the next higher \$1,000, unless the amount equals a multiple of \$1,000.

22.06 - Flexible Spending Accounts

Pursuant to and in accordance with applicable Federal laws and regulations, the Employer agrees to maintain voluntary accounts for Employees to contribute money on a pre-tax basis to pay for unreimbursed medical expenses and dependent care at no cost to the Employee. Maximum contributions shall be up to the maximum allowable by law annually for both dependent care and medical.

22.07 - Resolution of Disputes

- A. Assertions by the Union that the Employer/Plan Administrator has modified the expressed “benefit schedule” as set forth in the Borough Plan or successor agreement may be submitted to a third party review through the grievance/arbitration procedure of the Agreement. This section does not apply to ex gratia benefit schedule exceptions rendered by the Employer. However, third party arbitrator authority does not include the power to add to, subtract from, or otherwise modify the expressed provisions of the Borough Plan or successor agreement.

- B. Covered Employee/dependent claims for Employer paid health ~~insurance~~-benefit coverage is provided on the basis of “medical necessity” within the context of the Borough Plan or successor agreement. Individual claimant disputes challenging “medical necessity” determinations shall only be resolved by the Employee submitting a petition in accordance with procedures set forth in the Plan document.

ARTICLE 23 – DEFERRED COMPENSATION PROGRAM

Pursuant to and in accordance with applicable federal laws and regulations, the Employer agrees to maintain Deferred Compensation Program(s). Participation in the program is voluntary.

ARTICLE 24 – EDUCATIONAL OPPORTUNITIES & TRAINING

It is the policy of the Borough to make available to Employees educational and/or training opportunities, provided funding is available, in order that services rendered to the public and the Borough will be more efficient and cost-effective and to ensure a well qualified and trained workforce.

24.01 - Educational Opportunities

The immediate supervisor, Department Director or Chief of Staff shall evaluate all written requests for education reimbursement costs, tuition, required texts, course-related fees, and travel related expenses submitted by individual Employees, based upon the following criteria:

- A. The course or curriculum outlined in writing by the Employee is directly applicable to the Employee's work with the Borough and will demonstrably enhance the Employee's job performance or promotional opportunities.
- B. The Employee is not receiving educational assistance or reimbursement from any other source.
- C. Courses which are approved under A above and are only offered locally during regular working hours and are approved by the Department Director or Chief of Staff will be considered as time worked by the Employee.
- D. The Employee has made timely written application for approval of the course and tuition reimbursement to his/her Department Director or Chief of Staff.
- E. The Employee submits evidence of satisfactory completion of the course, at which time cost reimbursement will be made. Satisfactory completion requires regular attendance and a passing grade of at least a "C".
- F. An Employee wishing to enroll in any educational opportunity or training under this article must submit tuition and course-related fees refund requests to his/her Department Director or Chief of Staff for approval prior to registration.

- G. Employees who resign prior to completing one year of service after requesting and receiving educational/training reimbursement shall be required to pay back the Borough for such prior reimbursement. Such payback shall be deducted from the Employee's final pay. The reimbursement requirement may be waived by the Chief of Staff.

24.02 - Training

The Borough shall provide in-service training and material to all Employees when management deems such additional instruction essential to operational requirements.

24.03 - Required Training

If any Federal/State law, regulation or Municipal ordinance requires course work to maintain licensing or certification for an Employee to perform his/her required duties (excluding regular drivers licenses), or if the Employee is directed by the Employer to attend a course, the course cost shall be paid by the Borough. The Employer shall further pay for the Employee's time spent attending a class (which shall not include study time, special tutoring or correspondence courses) under the following circumstances:

- A. When the course hours fall within the Employee's regularly scheduled work hours.
- B. When the course hours fall outside of the Employee's regular scheduled work hours and the Employer has directed the Employee to attend the course, the Employer may adjust the Employee's work schedule. Such work schedule changes are not subject to any prior minimum notification requirements for work schedule changes otherwise required by this Agreement. It is further understood that the Employer's obligation to pay for course costs or time spent attending courses under the terms of this subparagraph is limited to initial attendance of the course. Should the Employee fail the course or not obtain any required license or certification, the Employer is not required to resend the Employee to the training or to pay for any subsequent costs to repeat or to attend that course.

- C. If an Employee is attending a course outside of the Borough, the following will determine compensable time while in travel status:
1. All time spent in travel mode during the Employee's regular working hours (even on weekends and holidays) is counted as hours worked and is therefore compensable time, either regular pay or compensatory time if available. Travel mode is defined as the actual period of time spent in travel, whether by air, water or land and is compensable time if occurring during the Employees' regular working hours, even on weekends and holidays. (i.e. for air travel, travel mode would encompass pre-flight, flight and post-flight time periods), per Borough Policy 35.01.
 2. Every effort will be made to schedule travel based on economy and efficiency, however, Employees will not be unreasonably prohibited from traveling during regular work hours.

ARTICLE 25 – PAY ADMINISTRATION

25.01 - Pay Day

- A. Employees covered by this Agreement will generally be paid on a bi-weekly schedule, every other Wednesday being designated as "payday". Direct deposits will be credited to Employee accounts on payday. Electronic pay stubs will be made available to Employees prior to payday. Checks will be mailed to the Employee's mailing address on payday.
- B. Exceptions may be made to the pay date schedule to accommodate specific unusual operating requirements (i.e., year-end financial closures, etc.). In such cases, the Union and the Employees will receive as much advance notice as feasible to include alternate pay arrangements.

- C. If a payday falls on a recognized holiday, the preceding Tuesday will be designated as payday.
- D. Payroll advances are prohibited, except that the Chief of Staff may approve an exception allowing a payroll advance for an unforeseen event or circumstance to be determined on a case by case basis and in the sole discretion of the Chief of Staff.

25.02 - Itemized Deductions

Each Employee's paycheck shall show a breakdown of all earnings, deductions and leave balances.

25.03 - Termination Pay and Benefits

Employees who resign or are terminated shall be paid in accordance with state and federal law. The Borough shall advise all Employees at the time of exit processing of the possible continuation of all benefits to which they may be entitled (e.g. PERS, health/life insurance, etc.).

Employees are required to surrender all I.D. cards, equipment, uniforms, keys and other Borough property on their last day of work.

ARTICLE 26 – HOURS OF WORK & PAY STATUS

26.01 - Workweek and Workday

- A. The scheduled workweek for Employees will consist of a minimum of forty (40) hours (unless specified otherwise in the job vacancy announcement) scheduled between 12:01 a.m. on Monday and 12:00 Midnight on Sunday. It is the intent of the parties that, except for unusual circumstances and subject to the Employer's

right to schedule and assign hours of work, the scheduled workweek will consist of five (5) consecutive days of work followed by two (2) consecutive days off.

- B. Whenever possible the scheduled workday for Employees shall consist of consecutive hours, exclusive of meal periods, scheduled within a consecutive twenty-four (24) hour period.
- C. All hours worked in excess of forty-one (41) hours in a scheduled workweek shall be subject to the compensatory time provisions of this Article.

26.02 - Change of Work Schedules

Barring unusual operating requirements or circumstances necessitating a sooner change, an Employee shall be given five (5) days notice of work schedule changes.

26.03 - Flex Time

When agreed by the Employee and the supervisor, a flexible work schedule may be implemented within the workweek. No Employee may flex their work schedule without advance authorization from their supervisor.

26.04 - Compensatory Time

Employees are eligible to accrue compensatory time on an hour for hour basis (1:1), with a maximum balance at any time of ~~150-200~~ hours. Advanced supervisory approval is required. Accrued compensatory time shall be treated, and is subject to, the same procedures as Personal Leave except that any accrued but not used comp time will be forfeited at termination.

26.05 - Travel Pay

Employees who are traveling for Borough business shall be paid or receive compensatory time, if eligible for all time spent in travel mode during the Employee's regular working hours (even on weekends and holidays).

26.06 - Acting Assignments

- A. Supervisors may designate in writing an Employee to assume a majority (more than ½) of the regular duties, functions and responsibilities in a higher job classification which would normally be performed during the "acting" period". The "acting" Employee will be furnished with a description of the responsibilities and authority to be assumed for the acting period. For acting assignments that are of at least three (3) working days in length, the Employee shall receive a pay adjustment for the entire acting period, equal to 15% of the Employee's current base pay, for the duration of the acting assignment.

- B. It is understood by the parties that an Employee is not entitled to higher classification pay merely by assuming a portion of the duties of the higher classification, the Employee must assume a majority of such duties.

- C. Employees may decline acting assignments.

26.07 - Meal Periods

A meal period of not less than thirty (30) minutes but not more than one (1) hour shall be allowed at approximately the mid-point of the scheduled work day. Longer periods may be arranged between the Employee and their supervisor. The Employer will make every reasonable effort to accommodate the lunch break preference of the Employee while insuring adequate staffing at each worksite.

26.08 - Relief Periods

- A. Employees will be allowed one (1) relief period during the first (1st) half of the shift and one (1) relief period during the second (2nd) half of the shift. A normal relief period is fifteen (15) minutes. The Employer has the right to schedule the taking of such relief periods to accommodate operational requirements, and to establish reasonable rules governing the taking of such relief periods. When working other than the regular shift, relief periods shall be allowed consistent with the above schedule. Each break shall be free from assigned duties.

- B. The parties agree that the Employer shall provide a room at each work location designated as an "Employee Break Room".

ARTICLE 27 – WAGES

27.01 - Cost of Living Adjustment

For the Fiscal Year beginning July 1, ~~2012~~2015, Employees will receive a cost of living allowance (COLA), added to the base salary table, based on the U.S.

Department of Labor CPI-U for Anchorage (Annual Average) for calendar year ~~2011~~ 2014 ~~by by a minimum of 1% to a maximum of 1.6%~~3.2%. ~~A Retro wage adjustment will be processed for all hours worked in an ASEA designated position from July 1, 2012.~~

For the Fiscal Year beginning July 1, ~~2013~~2016, Employees will receive a cost of living allowance (COLA), added to the base salary table, based on the U.S.

Department of Labor CPI-U for Anchorage (Annual Average) for calendar year ~~2012~~ 2015 by a minimum of 1% to a maximum of 1.86%.

For the Fiscal Year beginning July 1, ~~2014~~2017, Employees will receive a cost of living allowance (COLA), ~~based on the U.S. Department of Labor CPI-U for~~

~~Anchorage (Annual Average) for calendar year 2016 by a minimum of 1% to a maximum of 2.0%.
added to the base salary table of 1.0%.~~

If the U.S. Department of Labor CPI-U for Anchorage (annual average) exceeds the COLA as established in this contract by more than 2.0% in a given year, additional COLA will be granted in the amount that exceeds the 2.0%.

27.02 - Wages Schedule

This contract recognizes and adopts the ASEA Exempt Professional Salary Table as ~~incorporated herein by reference. adjusted by the following: The existing ASEA table is modified for FY13 to drop current Steps A, B & C, and adding three steps to the end of the table, essentially rolling back the current step by three steps. For all employees on the C step or higher, no wage adjustment will occur as a result of this change to the salary table. Those employees at the Current A or B step will be moved to the new A step, resulting in a salary table implementation wage increase (impacts approximately 5 employees). FY13 Longevity step increases for employees currently on Step A or B & C will be processed prior to the salary table adjustment. The~~ salary table consists of 20 steps (A-T) in the amount of 1.9%.

27.03 ~~Longevity~~ Step Increases

On July ~~1st~~ ^{1st} of each year, Employees will be provided a ~~longevity~~ step increase of one step ~~(1.9%)~~; ~~provided satisfactory performance as noted in a written performance evaluation (due by June 1st 1st of each year). If the employee received "does not meet expectations" performance rating in any category, they shall not be eligible for a step increase. If an employee is expected to not meet performance expectations, the supervisor should notify the employee in advance so that the employee can take corrective action. If a supervisor fails to complete the required performance evaluation timely, the employee shall be eligible for the merit step. Upon~~

~~implementation of this contract, the longevity step adjustment for FY13 will be processed as soon as possible in January, 2013, but not later than January 16, 2013. Employees reaching the last longevity step of the ASEA salary schedule will not be eligible for additional step movement. Employees not eligible for further step movement may qualify will be considered for a merit based adjustment per Article 28.~~

~~27.04—Performance Based Merit Pay Increases~~

~~For FY13 and FY14 only, an additional performance based step may be granted, based upon the following criteria:~~

- ~~1) The Mayor has authority to authorize and approve merit pay salary adjustments.~~
- ~~2) Employees with at least 12 months of service, in an ASEA position, at the time of the performance evaluation may be considered annually for one (1) step adjustment under this provision, but will still be eligible for general Merit awards under the Merit Pay Policy FNSB 65.19.——~~
- ~~3) A performance evaluation will be completed by the employee's supervisor and forwarded to Human Resources for processing. The standard performance evaluation tool shall be utilized for this purpose.
 - ~~a. For FY13, the performance evaluation is due to Human Resources by February 1, 2013. For FY14, the performance evaluation is due to Human Resources by December 1, 2013.~~
 - ~~b. If the employee achieves "meets expectations" performance ratings in all categories, they shall be eligible to receive a 1 step salary adjustment, to start at the beginning of the fiscal year.~~
 - ~~c. Any resulting adjustments will be processed within two pay periods after the established deadline for submission. Employees reaching the last step in their respective salary table are ineligible for further step movement.~~
 - ~~d. If the employee receives "does not meet expectations" performance rating in any category, they shall not be eligible for a merit pay adjustment under this article/section.~~~~

27.05-04 - Pay Processing for Promoted Employees

An Employee promoted to a position in a higher salary level in the bargaining unit, shall at a minimum be placed at the step which will provide an increase of at least 3.8%.

27.06-05 - Pay Processing for Demoted and Re-employed Employees

Voluntary demotions: An Employee who accepts a voluntary demotion shall enter the new level at the same step occupied in the higher level. The Employee shall not serve a new probationary period.

Demoted for Cause: An Employee who is demoted for cause within the bargaining unit shall enter the new level at the same step occupied in the higher level. The Employee shall be required to serve a new three (3) month probationary period.

Re-employed Employee: An Employee who separated from borough employment and is re-employed within sixty (60) days from their termination date shall be placed at the same longevity step they earned prior to separation.

27.07-06 - Pay Processing for Lateral Transfers

If an Employee experiences a transfer from one position to another in the same salary level, they will remain at the same salary level and step; no increase or reduction in base pay will occur.

27.08-07 - Pay Processing for Reclassification of Position

If an Employee is reclassified to a higher level based upon the work already being performed by the incumbent, the Employee shall enter the new level at not less than

the same step occupied in the lower level. The Employee shall not serve a new probationary period.

If an Employee is reclassified to a lower level based upon the work already being performed by the incumbent, the Employee shall enter the new level at not less than the same step occupied in the higher level. The Employee shall not serve a new probationary period.

If an Employee is reclassified to a higher salary range based upon work they have not been performing they shall be placed at the step in the higher salary range which will provide an increase of at least 3.8%. The Employee shall be required to serve a new three (3) month probationary period.

ARTICLE 28 – SPECIAL MERIT AWARDS

The Borough may grant Employees a special monetary award in accordance with the provisions as outlined in the Borough's Merit Pay Policy, FNSB 65.19.

ARTICLE 29 – HOLIDAYS

29.01 - Holidays

The following days will be recognized as holidays with pay for all regular Employees:

1. The first of January, known as New Year's Day.
2. The third Monday in January, known as Martin Luther King Day.
3. The third Monday in February, known as President's Day.
4. The last Monday in May, known as Memorial Day.

5. The Fourth of July, known as Independence Day.
6. The first Monday in September, known as Labor Day.
7. The 18th of October, known as Alaska Day.
8. The 11th of November, known as Veteran's Day.
9. The fourth Thursday and Friday in November, known as Thanksgiving Days.
10. The 24th of December, known as Christmas Eve.
11. The 25th of December, known as Christmas Day.
12. One (1) personal holiday, to be arranged in conjunction with the supervisor.
Personal holidays are granted on a fiscal year basis and must be used in full day increments. Personal holidays will be forfeited if not used in the fiscal year in which it is earned.

29.02 - Observance of Holidays

- A. If any holiday falls on a Sunday, the following Monday shall be observed as the holiday; if any holiday falls on a Saturday, the preceding Friday shall be the day observed as the holiday. Employees who are scheduled to work on a holiday weekend where the facility is closed will observe the holiday on the recognized holiday, as set forth in Section 29.01 above.
- B. Employees whose regularly scheduled day off falls on an observed holiday, either the scheduled workday immediately preceding or the scheduled workday immediately following are to be observed as that Employee's holiday.

29.03 - Working on Holidays

Employees who are required to work on a holiday shall be eligible for compensatory time, per Article 26.

29.04 - Leave on Holidays

Holidays which occur during an Employee's approved leave shall not be charged to personal leave.

29.05 - Computing Holiday Pay

For purposes of computing holiday pay, the average number of hours worked each week during the last ~~two (2) full pay periods~~ 28 days shall be deemed to be the "regularly scheduled workweek". Employees who observe the holiday shall receive their current hourly wage rate for one-fifth (1/5) of the total number of hours in their regularly scheduled workweek. They shall receive this pay/benefit provided they are in their full work or leave status which authorizes holiday pay the day before and the day after the recognized holiday. The maximum holiday pay/benefit is 8 hours.

Employees working a four day, ten hour work week, will be required to take leave for the additional hours, or make up the time in the same work week, with supervisor's advance approval.

29.06 - New Employees

New Employees are not eligible for the Personal Holiday until they have completed three (3) consecutive months of employment.

ARTICLE 30 – LEAVE PROVISIONS

30.01 - Personal Leave

~~A. Accrual rates through December 31, 2012~~

~~— Employees with:~~

~~— Less than one year service: ————— 2 days per month.~~

- ~~— One year, but less than three years service: ————— 2 1/4 days per month.~~
- ~~— Three years but less than seven years service: ————— 2 3/4 days per month.~~
- ~~— Seven years or more of service: ————— 3 days per month.~~

~~B. Accrual Effective January 1, 2013~~

A. Employees with:

- Less than three years service: 2 days per month.
- Three years but less than five years service: 2 1/4 days per month.
- Five years but less than seven years service: 2 3/4 days per month.
- Seven years or more of service: 3 days per month.

~~Any Employee who has a leave accrual reduction due to the initial implementation of this provision on 1/1/13, will receive a one-time credit to their leave balance of three (3) days of annual leave, which shall be processed no later than January 31, 2013~~

B. Leave shall be accrued at the amounts specified above using a multiplier on all hours worked per pay period, excluding compensatory time earned. Leave shall accrue from the beginning of employment into a benefit eligible position.

C. Employees can use accrued leave immediately. However, leave cannot be used in the pay period in which it is accrued.

D. Request for personal leave shall not be unreasonably denied. Supervisor will approve or deny the Employee's request for leave within seven (7) working days of receipt of the request.

E. Employees with less than eight (8) hours of accrued compensatory time will be required to use compensatory time before using annual leave.

F. Maximum Accrual.

1. Leave can be accrued from year to year with a maximum accrual limit of ~~five hundred and twentyfour hundred eighty~~ ~~(520480)~~ hours at the end of any calendar year.
2. Leave in excess of the ~~five hundred and twentyfour hundred eighty~~ ~~(520480)~~ hours maximum at the end of a calendar year shall be cashed out and paid to the Employee during the month of January.
3. Upon written request, and limited to ~~two-three~~ ~~(23)~~ times per calendar year, an Employee may request a leave cash-in of the cash value of their accrued personal leave. Cash-ins due to the ~~five hundred and twenty four hundred eighty~~ ~~(520480)~~ balance rule ~~does do~~ not count towards the ~~two-three~~ per year limit. The leave cash in rate shall not include acting pay or lead pay unless the acting or lead pay has been paid for more than six (6) consecutive months. Up to a maximum of two hundred and fifty (250) hours per calendar year may be cashed in, provided a minimum of hours equal to one normal scheduled pay period is maintained in the Employee's accrued personal leave balance. Exceptions due to unusual or unforeseen circumstances may be made by the Chief of Staff who may authorize a cash-in of the total accrued leave, waive the maximum numbers of hours available for cash in and/or increase the number of leave cash-ins permitted.

30.02 - Family and Medical Leave

An Employee is entitled to Family and Medical leave in accordance with state and federal law. Employees must use available leave prior to using Leave Without Pay except that Employees may elect to retain up to twenty (20) days of annual leave in their leave account to use upon their return. An Employee on leave shall suffer no loss of time in Borough service nor health benefits.

30.03 - Parental Leave

Parental leave is in excess of Federal and State Family & Medical Leave entitlements and can extend absences for an additional six (6) weeks if substantiated by a physician's written recommendation, for the purpose of caring for a newborn or newly adopted child. Parental leave must be requested prior to the exhaustion of Family & Medical Leave. Employees on parental leave are not eligible for holiday pay and do not accrue personal leave during such absences for any time leave without pay is used. An Employee on parental leave shall receive health benefits in accordance with Article 22 and shall suffer no loss of time in Borough service. The Employee shall within the first thirty (30) days of parental leave, declare an approximate date of his/her intent to return to work.

30.04 - Borough Sick Leave Bank

There is a Borough-wide Sick Leave Bank which shall be administered by a Sick Leave Bank Committee. The Committee shall consist of two (2) members selected by the FNSBEA, one (1) member selected by the ASEA, one (1) member selected by the Laborers Local 942 and one (1) member selected by the Employer. Details of the Sick Leave Bank and its operation are available from the Human Resources Director ~~and from~~ the ASEA/AFSCME Office.

30.05 - Leave Donation

Borough Employees may donate personal leave to other Borough Employees for catastrophic events, unforeseen emergencies/circumstances or illnesses. Donating personal leave for payment of services or purchases or in lieu of cash transactions is expressly prohibited. The Chief of Staff shall have the authority to review and approve leave donations for any exception requests. Details of the Leave Donation process are available from the Human Resources Director ~~and from~~ or the ASEA/AFSCME Office.

30.06 - Leave of Absence/Leave Without Pay

Leave without pay in excess of two (2) weeks per year will affect PERS service credit.

A. Leave of Absence:

A regular Employee may be granted a leave of absence without pay for a period of greater than two (2) weeks but not to exceed twelve (12) months, provided such leave can be scheduled without seriously affecting the operations of the Borough. Request for leave of absence without pay shall be in writing, shall be directed to the Department Director and shall contain a justification for the request. All leave of absence requests in excess of eighty (80) hours in a calendar year must be approved by the Department Director and Chief of Staff. Employees must use available leave prior to using leave without pay, except that Employees may elect to retain up to ten (10) days of annual leave in their leave account to use upon their return. Employees on a leave of absence are not eligible for holiday pay and do not accrue personal leave during such absences for any time leave without pay is used. An Employee on leave without pay shall suffer no loss of time in Borough service. A leave of absence without pay shall be considered justifiable for the following reasons:

1. Education leave;
2. Extended compassionate leave;
3. Emergency leave; and
4. Any other approved leave of absence.

B. Leave Without Pay:

The Division Manager or Department Director is authorized to approve leave without pay for periods not to exceed two (2) weeks in a calendar year.

Employees on leave without pay are not eligible for holiday pay and do not accrue personal leave during such absences for any time leave without pay is used. Any

Employee owing payroll deductions due to a leave without pay situation will be required to pay those payroll deductions the 1st full pay period after returning to active duty, unless arrangements were made to either pre-pay or make payments while in non-paid status. Pay cannot be reduced below minimum wage, and therefore may require more than one pay period to recover payroll deductions.

30.07 - Military Leave

Employees, who are members of the National Guard or organized military reserves of the United States, shall not suffer a loss in pay or other Employee fringe benefits due to annual training requirements or military call-up, up to eighty four (84) hours of pay in a calendar year. The Employee shall give as much advance written or verbal notice to the Employer as possible and is required to provide bona fide military travel orders unless precluded by military necessity or, if the giving of such notice is otherwise impossible or unreasonable. Employees must return to their Borough position within the time frames as established by the Uniform Service Employment and Reemployment Rights Act (USERRA), and are required to remit to the Borough, within 30 days of return, the "Leave Earnings Statement" that must show all base salary received (including any COLA) as compensation for such duty in order to be eligible for pay and benefit continuation under this section. The net effect is the Borough will compensate the Employee for the difference between the Employee's military pay received and the Employee's Borough wages. Failure to comply will result in cessation of pay during the absence.

The Employer may change an Employee's weekend schedule to accommodate the Employee's "scheduled drill weekend". The Employee shall be given five (5) days notice if such shift changes occur.

Employees who are absent from employment by reason of service in the uniformed services shall be entitled to employment benefits and reemployment rights and benefits in accordance with federal law. Employees must return to their Borough position within the time frames as established by the USERRA. Employees ordered to

attend additional periods of military training may take annual leave or leave without pay for such training.

30.08 - Court Duty

The Employer agrees that an Employee serving jury duty or subpoenaed as a witness for a work related matter will suffer no loss of salary or benefits as long as the time from the job is in compliance with the summons or subpoena. All hours served on jury duty will be counted as hours worked, provided it occurs on an Employee's regularly scheduled workday. Fees paid to an Employee for court duty or other related fees, except mileage and per diem, received by the Employee in connection with an absence granted under this section will be promptly returned to the Borough Finance Department. This leave is considered administrative leave and shall not be deducted from an Employee's personal leave account.

30.09 - Voting Leave

When an Employee's work schedule is such that they would be unable to vote prior to or after their normally scheduled working hours due to legally mandated polling hours, the Employee shall be granted a reasonable time off duty to vote without loss of pay or accrued leave. This leave is considered administrative leave and shall not be deducted from an Employee's personal leave account.

30.10 - Funeral/Bereavement Leave

In the case of a recent death (within last 12 months) in the Employee's immediate family, the Employee shall be allowed time off work without loss of pay not to exceed a total of three (3) days (not required to be consecutive), for the purpose of attending the funeral or memorial service, making necessary arrangements, family support or other similar reasons. Additional accrued leave can be taken in conjunction with funeral/bereavement leave.

For the purposes of funeral/bereavement leave, immediate family shall be defined as spouse, domestic partner, son (biological, step or adopted), daughter (biological, step or adopted), mother, father, sister, brother, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law. Such funeral/bereavement leave shall be charged as funeral/bereavement leave and shall not be charged against any of the Employee's leave accounts.

ARTICLE 31 – TRANSPORTATION & PER DIEM

31.01 - Per Diem

Reimbursement for subsistence on official trips shall be in the amount in the following per diem schedule:

- A. The authorized Per Diem rate is fifty-four (\$54.00) per day (or actual receipts can be submitted in lieu of the flat per diem rate, if approved by the Director or Chief of Staff), plus actual lodging and ground transportation expenses if required to be away from home overnight. Per Diem will be calculated on the basis of one-third (1/3) day periods. In order to claim a third of a day, an Employee must have obligated time of at least thirty (30) minutes into the respective period.
- B. Claims for lodging and ground transportation must be supported by receipts. Ground transportation is defined to be taxi or shuttle services. Car rental will be allowed with prior approval.

31.02 - Transportation Payment, Per Diem

Employees who are required to travel on official business shall be reimbursed on the following basis:

A. Actual cost of the airline transportation when furnished by a commercial carrier. Airfare will be at the coach rate, unless otherwise authorized by the Borough Mayor or his/her designee, and the distance shall be determined on the basis of the most economical route.

B. Per Diem shall be paid for all time in travel status. Travel status is used for the calculation of per diem and to determine workers' compensation eligibility. The time beginning when an Employee leaves their home or normal business worksite for business-related travel purposes and ending upon their return home or normal business worksite after completion of travel. Travel status may be interrupted by personal leave usage or regularly scheduled days off during the travel status period.

C. No bargaining unit member shall be normally required to reimburse travel and transportation costs except as provided in Article 24.01 Educational Opportunities.

CD. No bargaining unit member shall be normally required to provide on-the-job transportation as a condition of employment. A bargaining unit member who is required to drive as part of the performance of his or her job duties must drive a Borough vehicle. When a borough vehicle is not available a bargaining unit member may use his/her vehicle and he/she shall receive sixty-five cents (\$.65) per mile or the federal mileage rate, whichever is greater. No bargaining unit member will be required to use his/her own vehicle for Borough business unless he/she is receiving a car allowance and/or mileage reimbursement. Home to normal Borough work site or equivalent is not eligible for a mileage reimbursement.

DE. When a bargaining unit member is authorized or required to use his/her private vehicle for official travel outside the Borough, such travel reimbursement via private vehicle will be limited to the cost of commercial coach airfare. In the

event that more than one Employee travels in the same vehicle, reimbursement shall be made to the Employee who provides the vehicle. Travel between Fairbanks and Anchorage via private carrier will be reimbursed at a flat rate of two hundred fifty dollars (\$250) per round trip, unless travel in this manner is required by the Borough.

EF. On an annual basis, the Borough HR Department, with input from the Department Directors will review all driving positions to ensure proper classification (required, preferred or non-driver).

FG. Bargaining unit members who use their personal automobile for official Borough business, shall have a valid driver's license and comply with State mandated insurance requirements. Bargaining unit members driving Borough vehicles must possess a valid driver's license. If at any time a bargaining unit member's driving privileges are revoked, suspended or otherwise lost, they must immediately notify the Employer and shall not be authorized to drive for the Borough until such time as the Borough reinstates driving privileges. If a required driver is deemed unqualified to perform driving responsibilities, the Borough will place the Employee in a vacant non-driving ASEA position if they meet the minimum qualifications for the position.

GH. In the event the Borough requires a bargaining unit member to have and maintain reliable transportation available at all times, as specified in writing, for a period exceeding fifteen (15) days for official Borough business and is considered to be a required driver, a car allowance is required. The car allowance reimbursement is established at three hundred dollars (\$300) per month and the current IRS federal mileage for all miles traveled on Borough business.

31.03 - Parking

The Employer shall provide parking with electrical outlets for all Employees normally assigned to a Borough facility.

ARTICLE 32 – PRINTING OF AGREEMENT

The Borough shall pay the cost to print the Agreement. Each bargaining unit member shall receive a copy of the printed Agreement. The format shall be mutually agreed to by the parties.

An electronic copy of the document will be made available on the Employer's website.

ARTICLE 33 – SUCCESSOR CLAUSE

This Agreement shall be binding upon any and all successors and assigns of the Employer, and no provisions, terms, or obligations herein contained shall be affected by any consolidation or unification of municipal governments. In the event that the Employer absorbs, merges, or reforms, in whole or in part, through consolidation or unification with any other Employer, seniority shall be determined as follows: The current bargaining unit member having the longest term of service with their Employer shall be number one (1) on the combined seniority list for their occupation. Continuing this process, all other current bargaining unit members shall be listed on the combined seniority list likewise according to length of service with their Employer by classification and/or duties or a position they may be qualified to perform.

ARTICLE 34 – SAVINGS CLAUSE

If an Article or part of an Article of this Agreement should be decided or affected by a court of competent jurisdiction (final and non-appealable judgment) or by mutual agreement of the

Employer and the union to be in violation of any Federal, State or local laws or if adherence to or enforcement of an Article or part of an Article should be restrained by a court or law, or if any section or Article should be found not in compliance with Federal regulations where compliance is required as a condition for the receipt and expenditure of Federal funds, that Article may be reopened for negotiation. The remaining Articles of the Agreement shall not be affected and the Employer and the Union shall convene immediately for the purpose of negotiating a satisfactory replacement.

ARTICLE 35 – CONCLUSION OF COLLECTIVE BARGAINING

A. This Agreement is the entire Agreement between the Employer and the Union; it sets forth all of the terms, conditions and understandings between the parties hereto, and there are no terms, conditions or understandings, either oral or written, between them other than as herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the parties hereto unless reduced to writing and signed by them.

The parties acknowledge that they have fully bargained with respect to all terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior Agreements and understandings, either verbal or in writing except as provided in B. below, and concludes collective bargaining for the duration of this Agreement.

B. Letters of Agreement or other contract modifications in effect at the time of signing this Agreement shall remain in effect for the duration of the Agreement unless cancelled under their own terms or by mutual agreement.

C. This Agreement concludes all collective bargaining for the duration of this Agreement, except as may be reflected in mutual Letters of Agreements.

- D. The parties acknowledge that implementation of the monetary terms of this Agreement are subject to Assembly approval and appropriation. Should the Assembly fail to fund the monetary terms of this Collective Bargaining Agreement, the parties agree to reenter negotiations for a period of ten (10) working days. At the end of the ten (10) day period, if the parties have reached impasse, Federal Mediation and Conciliation Service (FMCS) mediation will be required prior to authorization by the union of a strike vote. If the bargaining unit members vote to strike, all of the provisions of Article 6.01 and 6.02 are waived by both parties immediately.

~~Michelle Leonard, Negotiating Team Member~~
~~Alternate~~

By: John Davies
Karl Kassel
Diane Hutchison
Introduced: March 26, 2015

FAIRBANKS NORTH STAR BOROUGH

RESOLUTION NO. 2015 – 11

A RESOLUTION TO GOVERNOR WALKER AND THE ALASKA STATE
LEGISLATURE REQUESTING AN EMERGENCY ONE MILLION DOLLAR MATCH
FOR THE FNSB WOOD-STOVE CHANGE-OUT PROGRAM

WHEREAS, In 2008 a large region of the Fairbanks North Star Borough (FNSB) was designated by the EPA as a Non-Attainment Area for PM2.5; and

WHEREAS, Studies funded by the State DEC have shown that in large portions of the Non-Attainment Area, citizens of the FNSB are exposed dozens of times per winter to significantly unhealthy levels of PM2.5 that is primarily due to smoke from wood-fired home heating appliances; and

WHEREAS, As a result of the increasing cost of fuel oil and other home-heating fuels, many residents are turning to wood as an affordable fuel to heat their homes which is exacerbating the poor air quality problem; and

WHEREAS, In response to this worsening tension between the need for clean air and the economic necessity for affordable home heating solutions, the FNSB Assembly has created a PM2.5 reduction program that helps citizens install cleaner burning home heating appliances and regulates the use of wood-fired devices during air-quality alerts when the weather conditions cause an unhealthy concentration of PM2.5; and

WHEREAS, The DEC is required under the U.S. Clean Air Act to submit a State Implementation Plan (SIP) to the EPA detailing measures that will lead to reducing the level of PM2.5 to acceptable levels; and

36
37 WHEREAS, The measures included in the SIP by DEC are not expected
38 to achieve attainment until 2019 at the earliest and rely in significant part on the FNSB
39 wood-stove change-out program; and

40
41 WHEREAS, Because the funds in this change-out program were nearly
42 depleted this winter, the FNSB appropriated \$1 million of borough general funds into the
43 program, but this is less than half of what is required to carry the program through to
44 next winter;

45
46 NOW THEREFORE BE IT RESOLVED, That the FNSB urgently requests
47 the State of Alaska match the \$1 million dollar appropriation of borough funds with a like
48 amount of state funds to assist in maintaining this program which is essential to both the
49 State and Borough efforts to reduce the dangerously high levels of PM2.5 in the FNSB
50 Non-Attainment Area.

51
52 PASSED AND APPROVED THIS _ DAY OF _____, 2015.

53
54
55 _____
56 Karl Kassel
57 Presiding Officer
58

59
60 ATTEST:

61
62
63 _____
64 Nanci Ashford-Bingham, MMC
65 Borough Clerk
66
67
68

By: Karl Kassel
Introduced: March 26, 2015

FAIRBANKS NORTH STAR BOROUGH

RESOLUTION NO. 2015 – 12

A RESOLUTION TO CONFIRM THE EXACT BOUNDARIES OF THE AIR QUALITY CONTROL ZONE SET FORTH IN ORDINANCE NO. 2015-01 AND ADOPTED ON FEBRUARY 27, 2015

WHEREAS, On February 27, 2015 the Fairbanks North Star Borough Assembly adopted Ordinance No. 2015-01 relating to Air Quality; and

WHEREAS, Within Ordinance No. 2015-01, an Air Quality Control Zone was created using the EPA's non-attainment area's southern, western, and eastern boundaries, and defining a new northern boundary; and

WHEREAS, the new northern boundary used geographic landmarks such as "Farmers Loop Ridge" and "ridge crest across Nottingham Drive" that bisect individual lots; and

WHEREAS, it is undesirable to have a portion of a lot contained within the Air Quality Control Zone; and

WHEREAS, FNSB Staff administratively completed the northern boundary of the Air Quality Control Zone using public right-of-way, subdivision boundaries, and individual lot boundaries, while following the intended geographic features as closely as possible; and

WHEREAS, It is necessary to confirm the exact northern boundary of the Air Quality Control Zone;

33 NOW THEREFORE BE IT RESOLVED, That the boundary description
34 (Attachment A) and map (Attachment B) accurately reflect the adopted Air Quality
35 Control Zone in Ordinance No. 2015-01.

36
37 PASSED AND APPROVED THIS _ DAY OF _____, 2015.

38
39
40 _____
41 Karl Kassel
42 Presiding Officer
43
44

45 ATTEST:
46
47
48 _____
49 Nanci Ashford-Bingham, MMC
50 Borough Clerk
51
52

ATTACHMENT "A"

RESOLUTION NO. 2015- 12

"Air Quality Control Zone" means the area of the Borough currently contained in the EPA designated non-attainment area, which uses the *non-attainment area's southern, western and eastern boundaries* as modified by their respective intersection with the following *northern boundary* as described:

- Beginning at the intersection of the western boundary of Section 20, T1S, R2W, FM and Isberg Road on the *western boundary of the EPA designated non-attainment area*
- Continuing easterly on Isberg Road to Chena Ridge Road
- Then northeasterly on Chena Ridge Road to Chena Pump Road
- Continuing northeasterly on Chena Pump Road to the Parks Highway
- Then northerly on the Parks Highway to Sheep Creek Road
- Continuing northerly on Sheep Creek Road to the western boundary of Section 36, T1N, R2W, FM
- Then northerly along the western boundary of Section 36 to the southern boundary of Section 25, T1N, R2W, FM
- Then easterly along the southern boundary of Section 25 to the SW corner of the Maggofin Highlands Subdivision *{{FRD Plat No. 2008-016, rec. 3/12/2008}}*
- Then northerly along the western boundary of the Maggofin Highlands Subdivision to the SW corner of TL-2539, Section 25, T1N, R2W, FM *{{FRD Inst. No. 2011-021111-0, rec. 10/26/2011}}*
- Continuing northerly along its western boundary to its NW corner
- Then easterly along its northern boundary to a point on the western boundary of TL-2509, Section 25, T1N, R2W, FM *{{FRD Inst. No. 2008-016977-0, rec. 08/21/2008}}*
- Then northerly along western boundary of TL-2509 to its NW corner
- Then easterly along its northern boundary to the NW corner of TL-2504, Section 25, T1N, R2W, FM *{{FRD Book 1136, Page 891, rec. 4/28/1999}}*
- Continuing easterly along the northern boundary of TL-2504 to the NW corner of TL-2512, Section 25, T1N, R2W, FM *{{FRD Book 01201, Page 0792, rec. 6/12/2000}}*
- Continuing easterly along the northern boundary of TL-2512 to the SW corner of TL-2518, Section 25, T1N, R2W, FM *{{FRD Book 117, Page 792, rec. 8/5/1978}}*

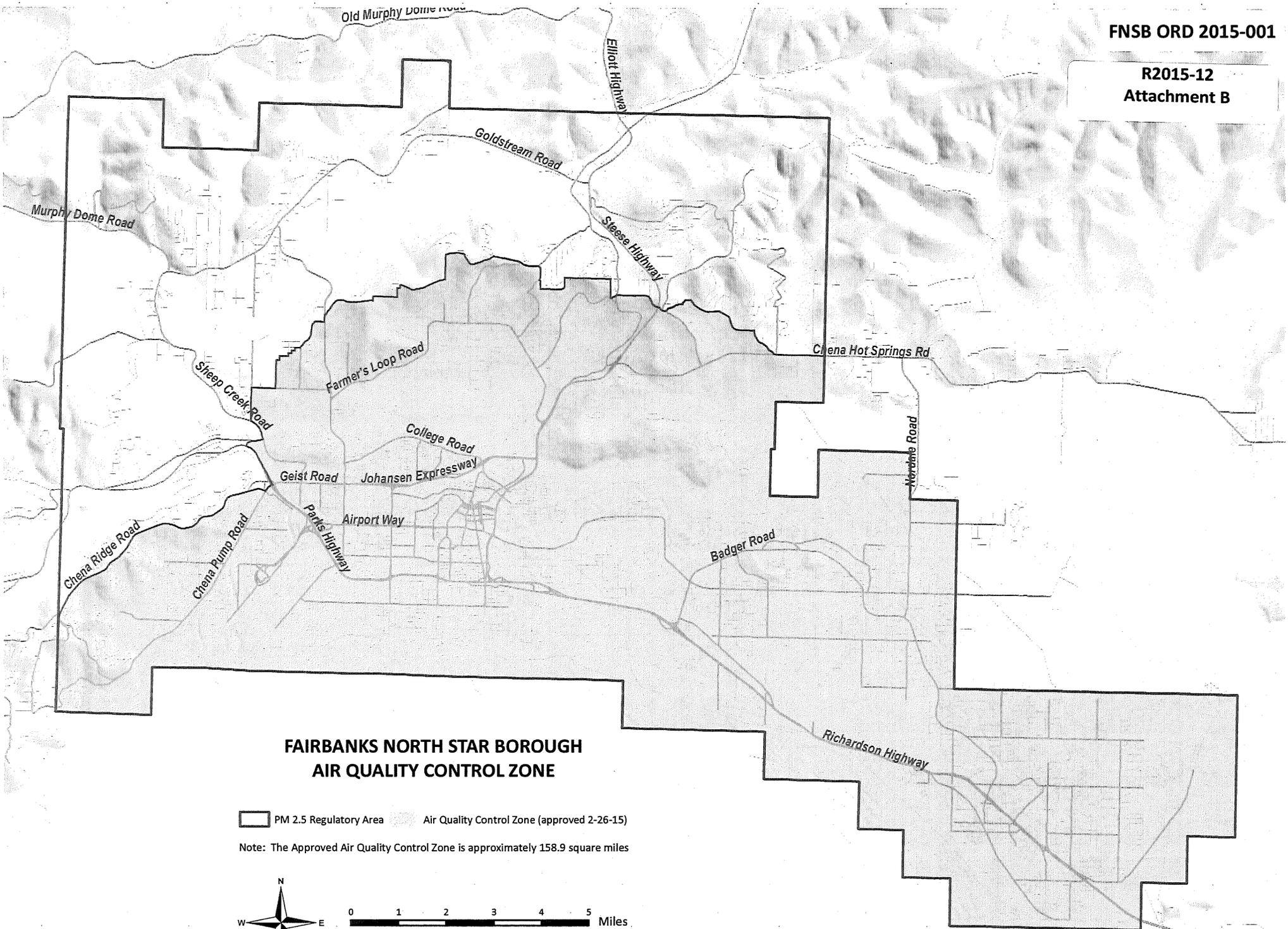
- Then northerly along the western boundary of TL-2518 to its NW corner
- Then easterly along its northern boundary to the SW corner of TL-2547, Section 25, T1N, R2W, FM *{{FRD Inst. No. 2014-012678-0, rec. 9/5/2014}}*
- Then northerly along the western boundary of TL-2547 to its NW corner
- Then easterly along its northern boundary to the NW corner of TL-2546, Section 25, T1N, R2W, FM *{{FRD Inst. No. 2005-021943-0, rec. 10/11/2005}}*
- Continuing easterly along the northern boundary of TL-2546 to the SW corner of TL-2527, Section 25, T1N, R2W, FM *{{FRD Book 258, Page 293, rec. 6/7/1971}}*
- Then northerly along the western boundary of TL-2527 to its NW corner
- Then easterly along its northern boundary to the NW corner of TL-2528, Section 25, T1N, R2W, FM *{{FRD Inst. No. 2002-025194-0, rec 12/12/2002}}*
- Continuing easterly along the northern boundary of TL-2528 to its NE corner
- Then northeasterly across Dalton Trail to the NW corner of Lot 24 of the College Hills Estates Subdivision *{{FRD Plat No. 1981-111, rec. 7/22/1981}}* where Dalton Trail meets Goldfinch Road
- Then following Goldfinch Road to the northern most corner of Lot 25 of the College Hills Estates Subdivision where Goldfinch Trail meets Kingfisher Drive
- Then across Kingfisher Drive to the west corner of Lot 56 of the College Hills Estates Subdivision, 1st Addition *{{FRD Plat No. 1981-135, rec. 9/4/1981}}*
- Continuing on Goldfinch Road to the NE corner of Lot 69 of the College Hills Estates Subdivision, 1st Addition where Goldfinch Road meets Ballaine Road
- Then across Ballaine Road to the NW corner of Tract B of the Pearl Creek Subdivision *{{FRD Plat No. 1984-199, rec. 9/5/1984}}*
- Then northerly on Ballaine Road to the corner of Lot 1, Block 2 of the Musk Ox Subdivision *{{FRD Plat No. 63-8456, rec 12/4/1963}}* where Red Fox Drive meets Eldorado Road
- Then northeasterly on Eldorado Road to the corner of Lot 6, Block 2 of the Musk Ox Subdivision where Eldorado Road meets Moose Trail
- Then easterly on Moose Trail to NW corner of Lot 1, Block 7 of the Musk Ox Subdivision, 1st Addition *{{FRD Plat No. 1964-7557, rec. 10/20/1964}}*
- Continuing easterly along the northern boundary of Lot 1 to a point on the western boundary of Lot 1 of the Aspen Grove Subdivision *{{FRD Plat No. 1971-9495, rec 9/2/1971}}*
- Then northerly along the western boundary of Lot 1 of the Aspen Grove Subdivision to its NW corner, which is a point on the northern boundary of Section 20, T1N, R1W, FM

- Then easterly along the northern boundary of Section 20 to the SW Section corner of Section 16, T1N, R1W, FM
- Then northerly along the western boundary of Section 16 to the SW corner of TL-1602, Section 16, T1N, R1W, FM *{{FRD Book 655, Page 0997, rec. 3/7/1990}}*
- Then easterly along the southern boundary of TL-1602 to its SE corner
- Then northerly along its eastern boundary to its NE corner, which is common to the southern boundary of Tract A *{{ FRD Inst. No. 2011-017496-0, rec. 9/14/2011 }}*
- Then easterly along the southern boundary of Tract A to a point on the western boundary of Section 15, T1N, 1W, FM
- Then northerly along the western boundary of Section 15 to Noel Drive within Ridgetop Subdivision, 2nd Addition *{{FRD Plat No. 1978-142, rec. 9/13/1978}}*
- Then easterly on Noel Drive to the SE corner Lot 1, Block 1 of the Ridgetop Subdivision, 1st Addition *{{FRD Plat No. 1978-099, rec. 6/9/1978}}* where Noel Drive meets Cranberry Ridge Road
- Continuing easterly on Cranberry Ridge Drive (formally Eaton Drive) along Ridgetop Subdivision *{{FRD Plat No. 1977-226, rec 12/27/1977}}*, Cache Estates Subdivision *{{ FRD Plat No. 1980-049, rec. 3/21/1980}}* and Motts Subdivision *{{FRD Plat No. 1992-025, rec. 2/20/1992}}* to the NW corner of Lot 7, Block 2 of the Foxridge Heights Subdivision *{{FRD Plat No. 2001-079, rec. 8/13/2001}}* where Cranberry Ridge Drive transitions to Crestline Drive
- Continuing easterly along Crestline Drive to the NW corner of Lot 9 of the Summer Ridge Subdivision *{{FRD Plat No. 1981-115, rec. 7/22/1981}}* where Crestline Drive meets Skyline Drive (formally Skyridge Drive)
- Then southeasterly on Skyline Drive to the NW corner TL-1418, Section 14, T1N, R1W, FM *{{FRD Inst. No. 2014-001625-0, rec. 2/15/2014}}*
- Then southeasterly along the northern boundary of TL-1418 to the NW corner of TL-1436, Section 14, T1N, R1W, FM *{{FRD Inst. No. 2017-020226-0, rec. 8/29/2007}}*
- Continuing southeasterly along the northern boundary of TL-1436 to the NW corner of TL-1416, Section 14, T1N, R1W, FM *{{FRD Book 133, Page 0453, rec. 12/19/1978}}*
- Continuing southeasterly along the northern boundary of TL-1416 to the NW corner of TL-1438, Section 14, T1N, R1W, FM *{{FRD Inst. No. 2010-023684-0, rec. 12/9/2010}}*
- Continuing southeasterly along the northern boundary of TL-1438 to the NW corner of TL-1439, Section 14, T1N, R1W, FM *{{FRD Inst. No. 2013-010209-0, rec. 6/7/2013}}*

- Continuing southeasterly along the northern boundary of TL-1439 to the NW corner of TL-1407, Section 14, T1N, R1W, FM *{{FRD Book 1229, Page 663, rec. 11/27/2000}}*
- Continuing southeasterly along the northern boundary of TL-1407 to the NW corner of TL-1431, Section 14, T1N, R1W, FM *{{FRD Inst. No. 1988-011042-0, rec. 5/31/1988}}*
- Continuing southeasterly along the northern boundary of TL-1431 to its SE corner, which is a point on Skyline Drive
- Continuing easterly on Skyline Drive through the Fiess Subdivision *{{FRD Plat No. 1986-088, rec. 7/3/1986}}* to the NE corner of Lot 1, Block 1 of the Skylane Panorama Subdivision *{{FRD Plat No. 1974-103, rec. 9/26/1974}}* where Skyline Drive transitions to Linda Lou Lane
- Then southerly on Linda Lou Lane through the Skylane Panorama Subdivision to the NE corner of TL-1409, Section 14, T1N, R1W, FM *{{FRD Inst. No. 1987-027626-0, rec. 12/18/1987}}*
- Continuing southerly along the eastern boundary of TL-1409 to the NE corner of TL-1452, Section 14, T1N, R1W, FM *{{FRD Inst. No. 1987-027626-0, rec. 12/18/1987}}*
- Continuing southerly along the eastern boundary of TL-1452 to the NW corner of Lot 2 of the Wood Chopper Heights Subdivision, 1st Addition *{{ FRD Plat No. 2012-061, rec. 8/20/2012}}*
- Then easterly along the northern boundary of the Wood Chopper Heights Subdivision, 1st Addition to the NW corner of TL-1309, Section 13, T1N, R1W, FM *{{FRD Book 01246, Page 0161, rec. 3/27/2001}}*
- Continuing easterly along the northern boundary of TL-1309 to the NW corner of TL-1312, Section 13, T1N, R1W, FM *{{FRD Book 1067, Page 527, rec. 5/18/1998}}*
- Continuing easterly along the northern boundary of TL-1312 to the NW corner of Lot 1, Block G of the Sun Valley Estates Subdivision, 2nd Addition *{{FRD Plat No. 1983-120, rec. 7/18/1983}}*
- Continuing easterly along the northern boundary of the Sun Valley Estates Subdivision, 2nd Addition to the SE corner of Lot 329 of the McGrath Estates Subdivision, Portion 3 & 3A *{{FRD Plat No. 1982-053, rec. 4/16/1982}}* which is a point on Hawk Road.
- Then northeasterly on Hawk Road to the SW corner of Lot 205 of the McGrath Estates Subdivision, Portion 2 *{{FRD Plat No. 1977-016, rec. 2/8/1977}}*
- Then northerly along the western boundary of the McGrath Estates Subdivision, Portion 2 to the NW corner of Lot 202 of the McGrath Estates Subdivision, Portion 2

- Then easterly along the northern boundary of the McGrath Estates Subdivision, Portion 2 to the NW corner of Lot 1, Block C of the McGrath Estates Subdivision *{{FRD Plat No. 1976-031, rec. 4/29/1976}}*
- Continuing easterly along the northern boundary of the McGrath Estates Subdivision to the NW corner of TL-1314, Section 13, T1N, R1W, FM *{{FRD Book 1256, Page 137, rec. 5/11/2001}}*
- Continuing easterly along the northern boundary of TL-1314 to the NW corner of Lot 1A-1, Block 5 of the Sunny Hills Terrace Subdivision, 2nd Addition *{{FRD Plat No. 2013-063, rec. 6/27/2013}}*
- Continuing easterly along the northern boundary of Lot 1A-1 to the NW corner of Lot 3A, Block 5 of the Sunny Hills Terrace Subdivision, 2nd Addition *{{FRD Plat No. 2009-020, rec. 2/18/2009}}*
- Continuing easterly along the northern boundary of Lot 3A to the NW corner of Lot 4, Block 5 of the Sunny Hills Terrace Subdivision, 2nd Addition *{{FRD Plat No. 1965-6678, rec. 9/9/1968}}*
- Continuing easterly along the northern boundary of the Sunny Hills Terrace Subdivision, 2nd Addition to Broadview Drive.
- Then southerly on Broadview Drive to McGrath Road.
- Then northeasterly on McGrath Road to the intersection of Old Steese Highway and Hagelbarger Avenue.
- Continuing easterly on Hagelbarger Avenue through the Blueberry Ridge Subdivision *{{FRD Plat No. 1968-1771, rec. 3/1/1968}}*, the Grandview Subdivision *{{FRD Plat No. 1968-5868, rec. 6/27/1968}}*, the Cottonwood Hill Subdivision *{{FRD Plat No. 2014-043, rec. 4/10/2014}}*, the Gackstetter Subdivision *{{FRD Plat No. 1980-054, rec 4/1/1980}}* and the Karella Subdivision *{{FRD Plat No. 1980-101, rec. 4/18/1980}}* to the intersection of the Steese Hwy and Bennett Rd
- Then southeasterly on Bennett Road to Steele Creek Road
- Then easterly on Steele Creek Road to a point on the southern boundary of TL-2029, T1N, R1E, FM *{{FRD Book 463, Page 188, rec. 1/10/1986}}*
- Then easterly along the southern boundary of TL-2029 to its NE corner, which is a point on the southern boundary of Section 17, T1N, R1E, FM
- Then easterly along the southern boundary of Section 17 to the SW corner of Section 16, T1N, R1E, FM

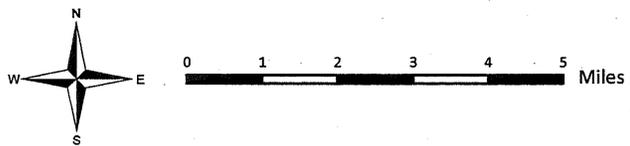
- Then northerly along the western boundary of Section 16 to a point on Steele Creek Road
- Then easterly on Steele Creek Road to Chena Hot Springs Road
- Then easterly on Chena Hot Springs Road to the *eastern boundary of the EPA designated non-attainment area.*



**FAIRBANKS NORTH STAR BOROUGH
AIR QUALITY CONTROL ZONE**

PM 2.5 Regulatory Area
 Air Quality Control Zone (approved 2-26-15)

Note: The Approved Air Quality Control Zone is approximately 158.9 square miles





FAIRBANKS NORTH STAR BOROUGH

809 Pioneer Road ☆ P.O. Box 71267 ☆ Fairbanks, Alaska 99707-1267

(907) 459-1260 ☆ FAX (907) 459-1255

MEMORANDUM

TO: Fairbanks North Star Borough Assembly

THROUGH: Luke Hopkins, Mayor *L Hopkins*
Jeff Jacobson, Chief of Staff

FROM: Christine Nelson, Director *DCN*
Department of Community Planning

DATE: March 26, 2015

SUBJECT: ORDINANCE NO. 2015 – 15

RE: **An Ordinance Amending FNSBC Title 17.60.150.C.2 to Include an Exception to the Requirement for Intersection Corner Roundings.**

At its regular meeting on February 25, 2015, the Platting Board of the Fairbanks North Star Borough considered sponsoring a proposal to recommend a modification to Title 17. This modification is to include an exception to the requirement for intersection corner rounding dedications when no other dedications are required.

The purpose of this ordinance is to allow the Quick Plat Hearing Officer to approve subdivisions at existing intersections that do not have corner roundings if the Borough Engineer and managing public agency do not believe corner roundings are necessary.

The Platting Board voted seven (7) in favor zero (0) opposed, to recommend approval of sponsoring the attached ordinance.

By: FNSB Platting Board
Introduced: March 26, 2015

FAIRBANKS NORTH STAR BOROUGH

ORDINANCE NO. 2015 – 15

AN ORDINANCE AMENDING FNSBC TITLE 17.60.150.C. TO INCLUDE AN EXCEPTION TO THE REQUIREMENT FOR INTERSECTION CORNER ROUNDINGS

WHEREAS, FNSBC 17.60.150.C.2 states that in classifications other than pioneer access roads, corner roundings with a 20-foot radius shall be required at intersections;

WHEREAS, a corner rounding right-of-way may be in the form of fee simple dedication or public access easement;

WHEREAS, AS 29.40.090 and FNSBC 17.30.040.C.3 do not allow a Quick Plat hearing officer to approve a plat that alters a dedicated street or right-of-way or requires dedication, and corner rounding fall within this requirement;

WHEREAS, AS 29.40.090 and FNSB 17.30.040.C.5 do not allow a Quick Plat hearing officer to approve a plat that requires a variance from a subdivision regulation;

WHEREAS, many subdivision requests that would otherwise meet the Quick Plat criteria involve previously dedicated intersecting roads with no corner roundings but do not require any other right of way dedication, and the Borough Engineer and managing public agency of the roadway(s) do not feel a necessity for the corner roundings with many of these requests;

WHEREAS, a provision allowing for a professional determination that corner roundings are not necessary will prevent subdivision applicants from being

CODE AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT

Text to be *added* is underlined

Text to be *deleted* is [BRACKETED AND CAPITALIZED]

34 required to apply for a variance to FNSBC 17.60.150.C.2 to avoid dedicating
35 unnecessary corner roundings;

36
37 NOW, THEREFORE, BE IT ORDAINED by the Assembly of the Fairbanks
38 North Star Borough:

39
40 Section 1. Classification. This ordinance is of a general and permanent
41 nature and shall be codified.

42
43 Section 2. Sub-section 17.60.150.C Intersections is partially amended as
44 follows:

45
46 C. Intersections.

47 1. Streets shall intersect at an angle as close to 90 degrees as feasible, and
48 in no event, at an angle less than 60 degrees.

49 2. In classifications other than pioneer access roads, corner roundings with a
50 20-foot radius shall be required at intersections, except the creation of corner roundings
51 shall not be required by platting action that otherwise would require no other right of way
52 dedication if the Borough Engineer and managing public agency of the roadway(s) find
53 the following:

54 a. The existing rights-of-way provide sufficient area for the existing
55 road improvements; and

56 b. The existing rights-of-way provide sufficient area for planned future
57 road improvements.

58 3. No more than two roads shall intersect at one point.

59 4. The distance between intersection centerlines shall not be less than 200
60 feet.

61 5. For intersections with collectors and frontage roads, intersecting roads
62 shall have no horizontal curves within 100 feet of an intersection.

CODE AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT

Text to be *added* is underlined

Text to be *deleted* is [BRACKETED AND CAPITALIZED]

63 6. For intersections of all other roads, no horizontal curves shall be within 50
64 feet of an intersection.

65 7. Within 100 feet of the shoulder of the through road at an intersection, the
66 intersecting road shall have a grade not exceeding four percent.

67 a. The through road shall have a grade not exceeding six percent 75-
68 foot each side of the intersection.

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70 PASSED AND APPROVED THIS ____ DAY OF _____, 2015.

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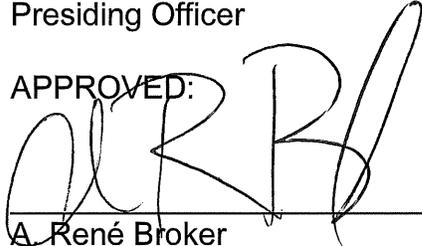
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ATTEST:

Nanci Ashford-Bingham, MMC
Municipal Borough Clerk

Karl Kassel
Presiding Officer

APPROVED:


A. René Broker
Borough Attorney

CODE AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be *added* is underlined
Text to be *deleted* is [BRACKETED AND CAPITALIZED]

Fairbanks North Star Borough
Fiscal Impact Statement (FIS) (FNSBC 2.09.035 C.)

Check	Date
Version 1	
Version 2	
Version 3	
Version 4	

Originator's Name: Denise Wade Department: Community Planning
 To Be Introduced/Sponsored By: FNSB Platting Board
 Abbreviated Ordinance Title: Title 17.60-150.C.2 Exception to Requirement for Intersection Corner Roundings
 Department(s)/Division(s) Affected: Community Planning / Platting
 Proposed Introduction Date: March 26, 2015 Ordinance No.: 2015 -15

Does this ordinance authorize:

- 1) a new or expansion of services which entails additional costs beyond that approved in the current adopted budget? Yes ___ No *
- 2) a project that is capital in nature and increases operational costs of the Borough in the current or any future fiscal year? Yes ___ No *

Required Information/Estimates	FISCAL IMPACT PRO FORMA SUMMARY - BEST ESTIMATE				
	Remainder of Current FY	1st Full FY of Operations	2nd Full FY of Operations	3rd Full FY of Operations	4th Full FY of Operations
	FY 20__ / __	FY 20__ / __	FY 20__ / __	FY 20__ / __	FY 20__ / __
1. Timeline inclusive of all phases					
2. Number and type of new positions which may be required					
3. Cost of operations and maintenance					
4. Future costs to complete capital assets					
5. Estimated revenue impact					
6. Estimated non-Borough funds that may be received:					
a. to fund the ordinance					
b. to fund future phases					
c. to fund future operations and maintenance costs					
7. Anticipated annual tax subsidy					

Is backup attached? Yes ___ No ___

Contact Person's Name, for FIS questions: Christine Nelson Extension: 1251
 Director(s) Signature(s): *D. Christine Nelson* Date: 3/9/15
 Mayor's Office or Assembly Member Signature: _____ Date: _____
 Chief Financial Officer Signature: _____ Date: _____

Prepared 2/10/15 by:

STAFF REPORT
FNSB PLATTING BOARD

February 25, 2015

Jacob Barowsky,
Platting Officer

~~~~~  
**Title 17 Amendment: Corner Rounding Exception**

**Summary:** FNSBC 17.60.150 C. 5. requires twenty foot corner roundings at intersections of all roads other than pioneer access. These corner roundings are required to be dedicated to the public as either fee title dedication or a public easement. By state statute the quick plat hearing officer can not approve plats that dedicate any area to the public.

Applicants may apply for a variance to avoid corner rounding dedications. These variances are supported by staff when conditions on the ground do not warrant corner roundings at existing intersections; however, State Statute and Title 17 also prohibit a quick plat hearing officer from approving a plat that requires a variance from Title 17.

When a plat must go before the platting board, for no other reason than corner roundings, the cost to the applicant increases, the time frame for approval can more than double, Borough staff's workload increases, and the Platting Board's time is consumed. Borough Staff have crafted the proposed ordinance draft language to eliminate unnecessary full plat hearings while retaining the ability to require corner roundings in cases where they are necessary for a safe and functioning road system.

There is support for this change from all relevant Borough Departments. The City of Fairbanks Engineer is in agreement with the intentions of this ordinance. The City of North Pole has not responded to requests for comments.

**Recommended Motion:**

*I move to recommend to the Borough Assembly the proposed ordinance for inclusion into Title 17 as recommended by Staff.*

*A roll call vote was taken on the motion to approve the subdivision modification. The motion was approved 7-0. The motion passed unanimously.*

APPROVED

- 2. SD017-15/RP020-15 Precision Crane** A request by Acutek Geomatics on behalf of F&F, LLC to subdivide Lot 21, Block 1, Wise Industrial Park Subdivision, Third Addition, a total of 44,900 square feet into a utility lot of 1,600 square feet and a remainder lot of 43,300 square feet within the SW1/4 of Section 23 T1S R1W F.M. (located on Macarthur St.)

**Barowsky** gave the staff report; staff recommended preliminary approval of the subdivision / replat with the following conditions:

1. GCI shall be given 10 working days to review and comment on the final plat.
2. GVEA, ACS and GHU shall be given the opportunity to review and comment on the final plat.
3. A note shall be placed on the final plat stating, "Lot 21B shall not be used for a purpose other than a public utility or service use. Service use includes communications towers."
4. Monumentation of all angle points shall be completed (or bonded) in a manner that meets the minimum requirements of Title 17 including: minimum rod length of 30" with cap of at least 1.5" inches stamped with location, identification and surveyor's license number.
5. The boundaries of Lot 21B shall be identical to the boundaries of the lease area for this site. Verification that the lease lot and platted lot are identical shall be submitted.

Staff further recommended adoption of the following findings:

- a) FNSBC Title 17 exempts communications/utility lots from access requirements
- b) FNSBC Title 17 includes leases of five years or longer in the definition of subdivision.
- c) With the conditions recommended by staff, this replat meets the applicable requirements of Title 17.

PUBLIC HEARING CLOSED

*A motion was made by Meyer, seconded by Marcinkowski to approve the subdivision / replat, the five conditions, and the finding of fact, as recommended by staff.*

*A roll call vote was taken on the motion to approve the subdivision / replat. The motion was approved 7-0. The motion passed unanimously.*

APPROVED

- 3. Title 17 Amendment** - A proposed ordinance amending FNSBC Title 17.60.150.C.2 to include an exception to the requirement for intersection corner roundings.

**Barowsky** gave the staff report; staff recommended preliminary approval of the Title 17 Amendment. He stated that in this particular Title 17 Amendment, the Platting Board is the Sponsor.

**Barowsky** stated "Our code says that in classifications other than pioneer access roads, corner rounding with a 20' radius shall be required at intersections". Where that causes problems is when someone has a plat that otherwise would be a Quick Plat, at the corner of an existing intersection that has no corner roundings. What has been happening up to now is they either have to ask for a variance to this part of code, or create the corner roundings. Either of these situations result in the plat application being seen by the Platting Board.

**Barowsky** presented a couple of examples of cases when corner roundings are not necessary.

He further stated that they don't want to completely get rid of the requirement for corner roundings because there are many cases when they are needed.

It is the suggestion of Platting staff that this change will allow, administratively, to decide that the corner roundings are not necessary. This would allow the application to proceed as a Quick Plat.

**Barowsky** further commented that an addendum to this change has been presented to the Platting Board. This addendum is a little more specific.

**Mendenhall** asked if two roads intersected and their rights-of-way were 100', fifty feet to each side of the center line, would corner rounding be required?

**Barowsky** stated that this change is an attempt to address situations such as this. He further commented that the Borough Engineer, DOT or City Engineer, depending on the case, will have an opportunity to comment on a case by case basis.

**Stefan** added that it is, essentially, allowing for an exception to the corner rounding requirement.

**Meyer** asked if this pertains to a "taking".

**Klepaski** clarified that this is not considered a "taking".

**Stefan** added that, now, with right-of-way acquisitions for government agencies, the requirements including corner roundings don't apply. At this point, unless they felt the need for corner rounding, the Borough could not require DOT or the City to essentially use it as part of their design. They are exempt from the corner rounding requirement.

**Pitney** asked if a motion could be made to accept this new language as printed rather than read it word for word. **Klepaski** replied that they could.

*A motion was made by Marcinkowski, seconded by Meyer, to accept the proposed language which was provided in the agenda addendum.*

**Pitney** commented that this will simplify everything. It will keep people from having to go before the Platting Board and pay additions fees when their application could go through as a Quick Plat. It will also save the Platting Board time in the long run.

**Klepaski** reminded everyone that the Platting Board is the sponsor of this ordinance change.

*A roll call vote was taken on the motion to accept the proposed language which was provided in the agenda addendum. The motion passed 7-0. The motion passed unanimously.*

APPROVED

#### **EXCUSE ABSENT MEMBERS**

The absence of Bouffard was excused without objection.

#### **COMMENTS**

##### Citizens

No one asked to speak during this time.

##### Platting Staff

No one asked to speak during this time.

##### Board Members

No one asked to speak during this time.

#### **ADJOURNMENT**

The meeting was adjourned at 6:55 p.m.

/I

## Title 17 Amendment

### Current FNSB 177.60.150 C. 2.

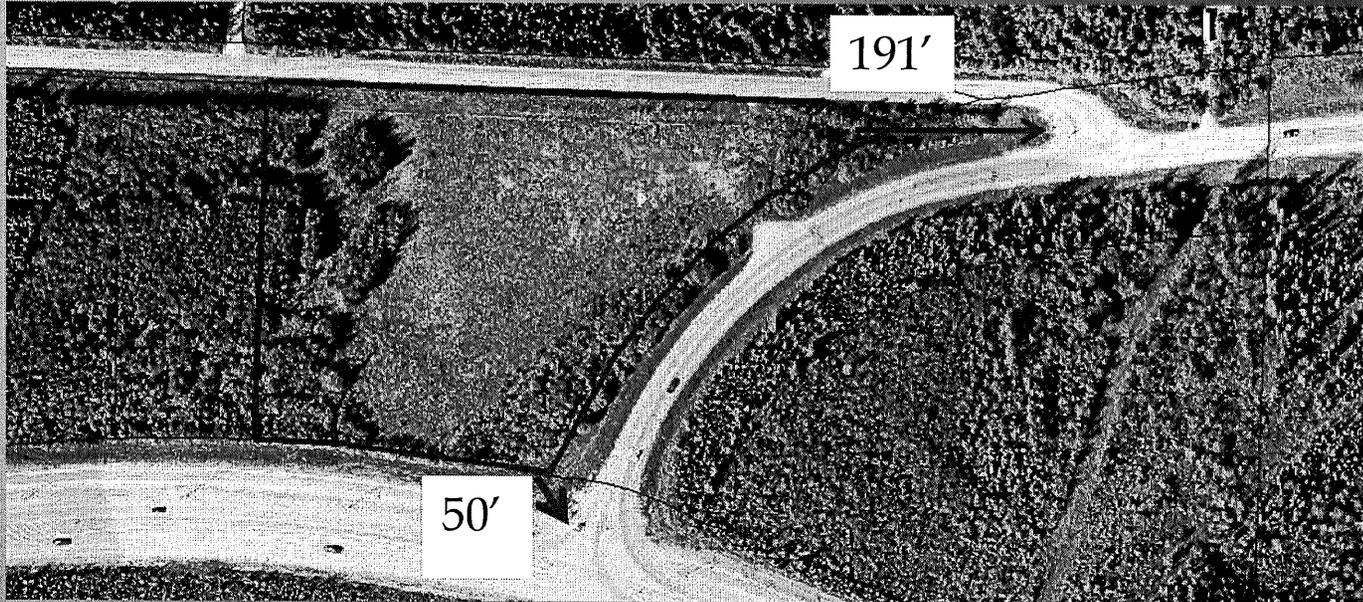
- ▣ In classifications other than pioneer access roads, corner roundings with a 20-foot radius shall be required at intersections.

- ❑ State statute prohibits the Quick Plat Hearing Officer from approving a subdivision that requires dedication.
- ❑ State statute prohibits the Quick Plat Hearing Officer from approving a subdivision that requires a variance from subdivision code
- ❑ A corner rounding is a dedication
- ❑ A platting board hearing requires more staff time, more fees from the applicant, and more of the platting board's time than a Quick Plat Hearing.

- ▣ The Quick Plat Fee is \$200. The Same plat may cost as much as \$440 as a full plat.
- ▣ Staff time required is estimated to be 244% higher for full plats

# When corner roundings are not necessary

*Example #1:*



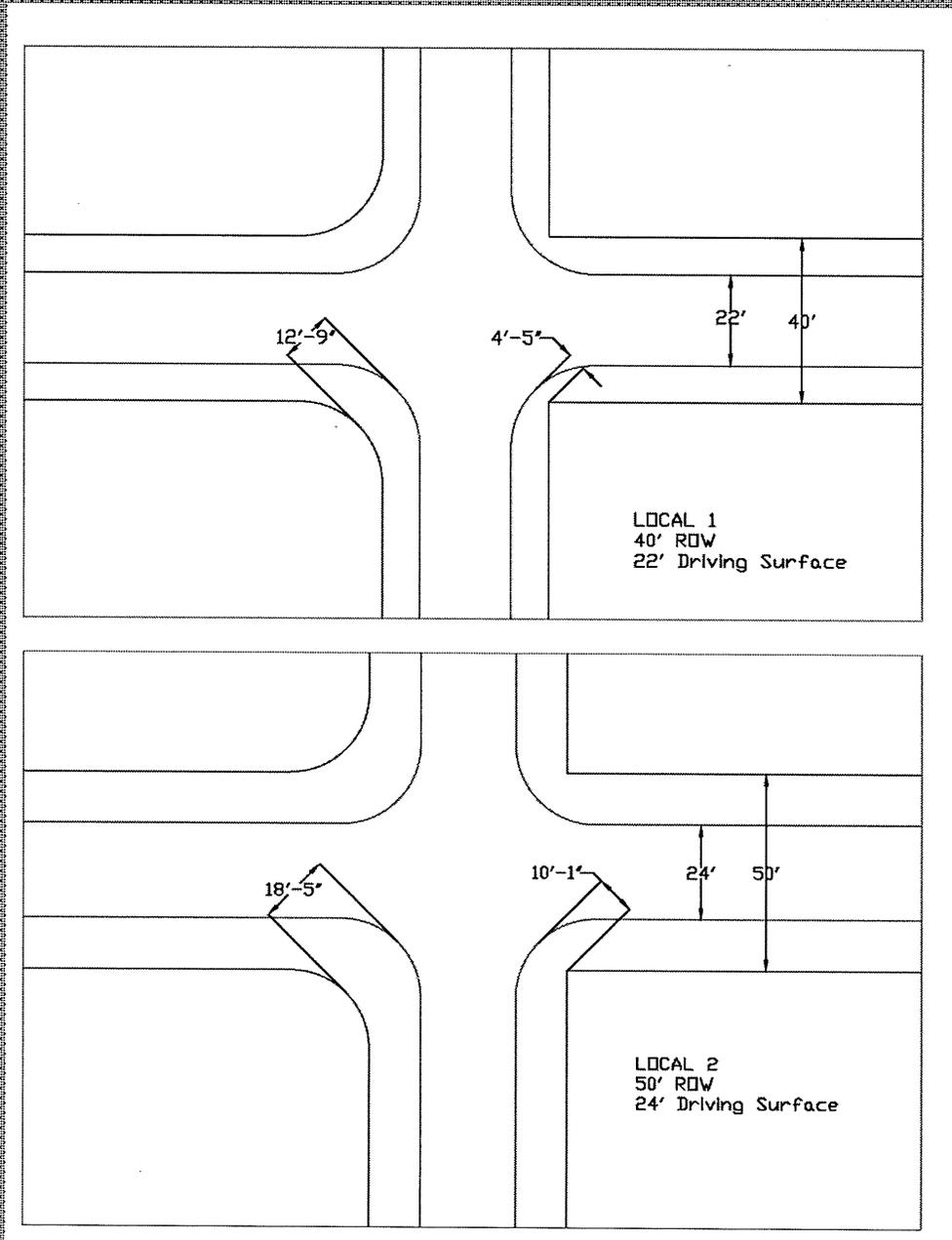
# When corner roundings are not necessary

*Example #2:*



Area of  
corner  
rounding  
requirement

# When Corner Roundings May be Necessary



By: Karl Kassel  
Introduced: March 26, 2015

FAIRBANKS NORTH STAR BOROUGH

ORDINANCE NO. 2015 - 16

AN ORDINANCE AMENDING FNSBC 2.09.010 REGARDING THE PRESIDING OFFICER'S APPOINTMENTS TO VARIOUS COMMITTEES AND FNSBC 2.75.040 REGARDING THE TERM OF THE PRESIDING OFFICER'S APPOINTMENTS TO THE ECONOMIC DEVELOPMENT COMMISSION

WHEREAS, The Presiding Officer has the responsibility to appoint Assembly members to various committees; and

WHEREAS, Flexibility in appointments lends itself to maximizing the use of member's skills, talents and wishes; and

WHEREAS, Mandating connections between certain appointments reduces flexibility, and may not fit the demographics and make-up of each and every assembly year to year; and

WHEREAS, The terms for appointments are more appropriately aligned with election cycles than calendar years;

NOW THEREFORE BE IT ORDAINED by the Assembly of the Fairbanks North Star Borough:

Section 1. This ordinance is of a general and permanent nature and shall be codified.

CODE AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT  
Text to be *added* is underlined  
Text to be *deleted* is [BRACKETED AND CAPITALIZED]

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E. The chair of finance shall be selected by the presiding officer, and shall preside over all meetings of the finance committee, setting its agenda; organizing the annual budget procedures including the school district's budget portion of the borough budget; AND SERVING AS A MEMBER OF THE AUDIT COMMITTEE AND THE CAPITAL PROJECTS COMMITTEE].

H. The presiding officer[S] shall appoint a representative to the Fairbanks Metropolitan Area Transportation System (FMATS) Policy Committee [APPOINTMENT TO THE DOT POLICY COMMITTEE SHALL ALSO SERVE AS A MEMBER OF THE CAPITAL PROJECTS COMMITTEE].

Section 3. FNSBC 2.75.040, **Terms**, is hereby amended as follows:

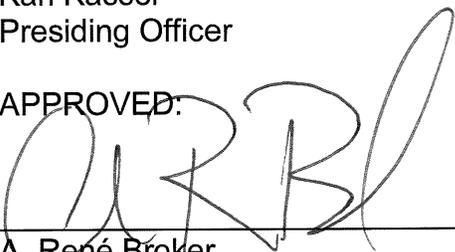
B. The terms of the two members appointed by the presiding officer of the assembly shall begin the first day of November [JANUARY] and shall continue for one year.

Section 4. Effective Date. This ordinance shall be effective at 5:00 p.m. of the first Borough business day following its adoption.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
Nanci Ashford-Bingham, MMC  
Borough Municipal Clerk

\_\_\_\_\_  
Karl Kassel  
Presiding Officer  
  
APPROVED:  
  
\_\_\_\_\_  
A. René Broker  
Borough Attorney

CODE AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT  
Text to be added is underlined  
Text to be deleted is [BRACKETED AND CAPITALIZED]

**Fairbanks North Star Borough  
Fiscal Impact Statement (FIS) (FNSBC 2.09.035 C.)**

| Check     | Date |
|-----------|------|
| Version 1 |      |
| Version 2 |      |
| Version 3 |      |
| Version 4 |      |

**Originator's Name:** Karl Kassel      **Department:** Assembly  
**To Be Introduced/Sponsored By:** Karl Kassel  
**Abbreviated Ordinance Title:** Amending 2.09.010 and 2.75.040 regarding PO Appointments and Terms  
**Department(s)/Division(s) Affected:** Assembly  
**Proposed Introduction Date:** April 9, 2015      **Ordinance No.:** 2015-16

**Does this ordinance authorize:**

- 1) a new or expansion of services which entails additional costs beyond that approved in the current adopted budget?    Yes \_\_\_ No  \*
- 2) a project that is capital in nature and increases operational costs of the Borough in the current or any future fiscal year? Yes \_\_\_ No  \*

| Required Information/Estimates                            | FISCAL IMPACT PRO FORMA SUMMARY - BEST ESTIMATE |                           |                           |                           |                           |
|-----------------------------------------------------------|-------------------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
|                                                           | Remainder of Current FY                         | 1st Full FY of Operations | 2nd Full FY of Operations | 3rd Full FY of Operations | 4th Full FY of Operations |
|                                                           | FY 20 / /                                       | FY 20 / /                 | FY 20 / /                 | FY 20 / /                 | FY 20 / /                 |
| 1. Timeline inclusive of all phases                       |                                                 |                           |                           |                           |                           |
| 2. Number and type of new positions which may be required |                                                 |                           |                           |                           |                           |
| 3. Cost of operations and maintenance                     |                                                 |                           |                           |                           |                           |
| 4. Future costs to complete capital assets                |                                                 |                           |                           |                           |                           |
| 5. Estimated revenue impact                               |                                                 |                           |                           |                           |                           |
| 6. Estimated non-Borough funds that may be received:      |                                                 |                           |                           |                           |                           |
| a. to fund the ordinance                                  |                                                 |                           |                           |                           |                           |
| b. to fund future phases                                  |                                                 |                           |                           |                           |                           |
| c. to fund future operations and maintenance costs        |                                                 |                           |                           |                           |                           |
| 7. Anticipated annual tax subsidy                         |                                                 |                           |                           |                           |                           |

Is backup attached?    Yes \_\_\_ No \_\_\_

**Contact Person's Name, for FIS questions:** Adena Benn      **Extension:** 1406  
**Director(s) Signature(s):** [Signature]      **Date:** 3-16-15  
**Mayor's Office or Assembly Member Signature:** [Signature]      **Date:** 3/17/15  
**Chief Financial Officer Signature:** \_\_\_\_\_      **Date:** \_\_\_\_\_

By: Diane Hutchison  
Introduced: March 26, 2015

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6 FAIRBANKS NORTH STAR BOROUGH  
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8 ORDINANCE NO. 2014-20- 2F  
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10 AN ORDINANCE AMENDING THE FY 2014-15 BUDGET BY APPROPRIATING  
11 \$13,369 FROM THE GENERAL FUND FUND BALANCE TO THE DEPARTMENT OF  
12 ASSEMBLY FOR THE PURPOSE OF FUNDING THE ADDITIONAL EXTERNAL  
13 AUDIT SERVICES REQUIRED FOR FY 2013-14  
14

15 WHEREAS, audit services for FY 2013-14 were atypical of what is usually  
16 required due to findings in the FY 2012-13 audit, as well as the exceedance of 10 million  
17 dollars in federal grants expenditures; and  
18

19 WHEREAS, these circumstances required an expanded scope of audit  
20 services and funds to pay for them; and  
21

22 WHEREAS, when the Borough solicited Requests for Proposal (RFP) for  
23 audit services, required audit coverage of major grant programs for federal and state single  
24 audits was at 25% because the Borough was considered a low-risk auditee; however, due  
25 to the findings in the FY 2012-13 federal and state single audits, the Borough's status  
26 changed to a high-risk auditee and required audit coverage changed to 50% of major grant  
27 programs for federal and state single audits; and  
28

29 WHEREAS, historically, the Borough's federal grant expenditures had been  
30 under 10 million dollars, but in FY 2013-14, federal grants expenditures exceeded 10  
31 million dollars for the first time; and  
32

33 WHEREAS, the cost within the response to the requests for proposal was  
34 based upon seven progress meetings; due to the audit findings, additional progress  
35 meetings were held;

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NOW, THEREFORE, BE IT ORDAINED by the Assembly of the Fairbanks North Star Borough:

Section 1. Classification. This ordinance is not of a general and permanent nature and shall not be codified.

Section 2. General Fund Appropriation. The FY 2014-15 budget is hereby amended by appropriating \$13,369 to the General Fund budgetary guideline entitled "Department of Assembly" and by increasing Contribution from Fund Balance by a like amount.

Section 3. Effective Date. This ordinance shall be effective at 5:00 p.m. on the first Borough business day following its adoption.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
Karl Kassel  
Presiding Officer

ATTEST:  
  
\_\_\_\_\_  
Nanci Ashford-Bingham, MMC  
Borough Clerk

APPROVED:  
  
\_\_\_\_\_  
A. René Broker  
Borough Attorney

**Fairbanks North Star Borough**  
**Fiscal Impact Statement (FIS) (FNSBC 2.09.035 C.)**

| Check     | Date |
|-----------|------|
| Version 1 |      |
| Version 2 |      |
| Version 3 |      |
| Version 4 |      |

**Originator's Name:** Diane Hutchison **Department:** Assembly

**To Be Introduced/Sponsored By:** Diane Hutchison

**Abbreviated Ordinance Title:** App. \$13,369 from General Fund Fund Balance to Assembly for Audit Services

**Department(s)/Division(s) Affected:** Assembly

**Proposed Introduction Date:** March 26, 2015 **Ordinance No.:** 2014-20-2F

**Does this ordinance authorize:**

- 1) a new or expansion of services which entails additional costs beyond that approved in the current adopted budget? Yes \_\_\_ No  \*
- 2) a project that is capital in nature and increases operational costs of the Borough in the current or any future fiscal year? Yes \_\_\_ No  \*

| Required Information/Estimates                            | FISCAL IMPACT PRO FORMA SUMMARY - BEST ESTIMATE |                           |                           |                           |                           |
|-----------------------------------------------------------|-------------------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
|                                                           | Remainder of Current FY                         | 1st Full FY of Operations | 2nd Full FY of Operations | 3rd Full FY of Operations | 4th Full FY of Operations |
|                                                           | FY 20__ / __                                    | FY 20__ / __              | FY 20__ / __              | FY 20__ / __              | FY 20__ / __              |
| 1. Timeline inclusive of all phases                       |                                                 |                           |                           |                           |                           |
| 2. Number and type of new positions which may be required |                                                 |                           |                           |                           |                           |
| 3. Cost of operations and maintenance                     |                                                 |                           |                           |                           |                           |
| 4. Future costs to complete capital assets                |                                                 |                           |                           |                           |                           |
| 5. Estimated revenue impact                               |                                                 |                           |                           |                           |                           |
| 6. Estimated non-Borough funds that may be received:      |                                                 |                           |                           |                           |                           |
| a. to fund the ordinance                                  |                                                 |                           |                           |                           |                           |
| b. to fund future phases                                  |                                                 |                           |                           |                           |                           |
| c. to fund future operations and maintenance costs        |                                                 |                           |                           |                           |                           |
| 7. Anticipated annual tax subsidy                         |                                                 |                           |                           |                           |                           |

Is backup attached? Yes \_\_\_ No \_\_\_

**Contact Person's Name, for FIS questions:** Nanci Ashford-Bingham **Extension:** 1402

**Director(s) Signature(s):** [Signature] **Date:** 2-18-15

**Mayor's Office or Assembly Member Signature:** [Signature] **Date:** 2-20-15

**Chief Financial Officer Signature:** [Signature] **Date:** 3/10/15

FAIRBANKS NORTH STAR BOROUGH  
FISCAL NOTE

I. Request

Ordinance No: 2014-20- 2F Date Introduced: March 26, 2015

Abbreviated Title: \$13,369 to Department of Assembly for Additional External Audit Services Required for FY 2013-14

II. Financial Detail

Department/Division Affected: Assembly/Assembly

| EXPENDITURE                                | General Fund  | Multi-Year<br>General<br>Subfund |  |  |
|--------------------------------------------|---------------|----------------------------------|--|--|
|                                            | FY 14/15      | FY 14/15                         |  |  |
| Personnel Services                         |               |                                  |  |  |
| Contractual Services                       | 13,369        |                                  |  |  |
| Capital Outlay                             |               |                                  |  |  |
| Awaiting Budget                            |               |                                  |  |  |
| Contribution to Multi-Year General Subfund |               |                                  |  |  |
| <b>Total</b>                               | <b>13,369</b> |                                  |  |  |

SOURCE OF FUNDING

|                                |               |  |  |  |
|--------------------------------|---------------|--|--|--|
| Contribution from Fund Balance | 13,369        |  |  |  |
| Federal Grants                 |               |  |  |  |
| State Grants                   |               |  |  |  |
| <b>Total</b>                   | <b>13,369</b> |  |  |  |

Specify Funding Sources: General Fund fund balance

OTHER FUNDING (PREVIOUSLY APPROPRIATED)

|                |  |  |  |  |
|----------------|--|--|--|--|
| Cash Match:    |  |  |  |  |
| In-Kind Match: |  |  |  |  |

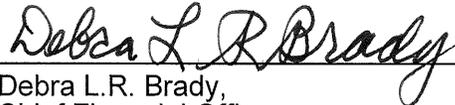
III. Project Purpose:

To provide funds for additional external audit services required for FY 2013-14

IV. Analysis of Future Liabilities and Funding Sources:

None

V. Fund Certification: I certify that funding sources are available as detailed in II above.

  
Debra L.R. Brady,  
Chief Financial Officer

3/10/15  
Date

|           |     |     |
|-----------|-----|-----|
| <i>me</i> | FA  | GLA |
|           | GA  | GA  |
| <i>me</i> | SpA | C   |
| <i>me</i> | BM  | SA  |