



FAIRBANKS CITY COUNCIL
AGENDA NO. 2018-18
REGULAR MEETING SEPTEMBER 10, 2018
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

It is the mission of the City of Fairbanks to provide quality essential services to all City residents to ensure Fairbanks is a vibrant place to live, work, thrive, and visit.

REGULAR MEETING

6:30 p.m.

1. ROLL CALL
2. INVOCATION
3. FLAG SALUTATION
4. CEREMONIAL MATTERS (Proclamations, Introductions, Recognitions, Awards)
5. CITIZENS' COMMENTS, oral communications to the City Council on any item not up for public hearing. Testimony is limited to three minutes, and the comment period will end no later than 7:30 p.m. Any person wishing to speak needs to complete the register located in the hallway. Normal standards of decorum and courtesy should be observed by all speakers. Remarks should be directed to the City Council as a body rather than to any particular Council Member or member of the staff. In consideration of others, please silence all cell phones and electronic devices.
6. APPROVAL OF AGENDA AND CONSENT AGENDA

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

*a) Regular Meeting Minutes of June 11, 2018

8. SPECIAL ORDERS

- a) The Fairbanks City Council will hear interested citizens concerned with the following Marijuana License Applications for Renewal. Public Testimony will be taken and limited to three minutes.

Lic. #	DBA	License Type	Licensee	Address
11927	Green Life Supply, LLC	Retail Marijuana Store	Green Life Supply, LLC	511 30th Avenue
10958	Green Life Supply, LLC	Standard Marijuana Cultivation Facility	Green Life Supply, LLC	511 30th Avenue

- b) The Fairbanks City Council will determine the costs and method of recovery of costs for the clean-up and securing of a property located at 124 2nd Avenue (Lots 11, 12, 13, & 16; Block 9, Fairbanks Townsite), Fairbanks, Alaska.

NOTE: The purpose of this hearing is to:

- 1) Hear and pass upon the report of expenses;
- 2) Consider written objections or protests to the proposed report;
- 3) Make such revision, correction or modification to the report or the charges as the City Council may deem just; and
- 4) Determine whether to assign a personal obligation of the property owner and/or create a lien against the property.

- c) The Fairbanks City Council will determine the costs and method of recovery of costs for the clean-up and securing of a property located at 33 Timberland Drive (Lot 6, Block 1, Timberland Subdivision), Fairbanks, Alaska.

NOTE: The purpose of this hearing is to:

- 1) Hear and pass upon the report of expenses;
- 2) Consider written objections or protests to the proposed report;
- 3) Make such revision, correction or modification to the report or the charges as the City Council may deem just; and
- 4) Determine whether to assign a personal obligation of the property owner and/or create a lien against the property.

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- a) Ordinance No. 6080, as Amended – An Ordinance Amending Fairbanks General Code Chapter 42, Labor Relations and Negotiations. Introduced by Council Members Cleworth, Pruhs, and Rogers. POSTPONED from the Regular Meeting of August 20, 2018; public hearing was held at that time.

12. NEW BUSINESS

- *a) Resolution No. 4843 – A Resolution Authorizing Deputy Chief Johnson to Retain His Retention Bonus Received in December 2017. Introduced by Mayor Matherly and all City Council Members.
- *b) Ordinance No. 6082 – An Ordinance Ratifying a Labor Agreement Between the City of Fairbanks and the Fairbanks Firefighters Union, IAFF Local 1324. Introduced by Mayor Matherly.
- *c) Ordinance No. 6083 – An Ordinance Authorizing the Lease of Space in City Hall to FAST Planning, Inc. Introduced by Mayor Matherly.

13. DISCUSSION ITEMS (Information and Reports)

- a) Committee Reports

14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- *a) Appointment to the Fairbanks Diversity Council
- *b) Reappointment to the Fairbanks Diversity Council
- *c) Reappointment to the Clay Street Cemetery Commission
- *d) Permanent Fund Review Board Meeting Minutes of July 24, 2018
- *e) Hotel/Motel Discretionary Fund Committee Meeting Minutes of January 10, 2018

*f) Hotel/Motel Discretionary Fund Committee Meeting Minutes of May 23, 2018

*g) Sole Source Purchase Notification Memorandum

15. COUNCIL MEMBERS' COMMENTS

16. CITY CLERK'S REPORT

17. CITY ATTORNEY'S REPORT

18. EXECUTIVE SESSION

a) Roberts et al. v. City of Fairbanks, Litigation Strategy

b) PSEA Labor Negotiations

c) IBEW Labor Negotiations

19. ADJOURNMENT



FAIRBANKS CITY COUNCIL
REGULAR MEETING MINUTES, JUNE 11, 2018
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council convened at 7:00 p.m. on the above date, following a 6:00 p.m. Work Session on City Snow Removal, to conduct a Regular Meeting of the Fairbanks City Council at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor Jim Matherly presiding and with the following Council Members in attendance:

Council Members Present: June Rogers, Seat B
Valerie Therrien, Seat C
Jonathan Bagwill, Seat D
Jerry Cleworth, Seat E
David Pruhs, Seat F

Absent: Joy Huntington, Seat A (Excused)

Also Present Paul Ewers, City Attorney
D. Danyielle Snider, City Clerk
Jeff Jacobson, Public Works Director
Stephanie Johnson, Dispatch Center Manager
Carmen Randle, Chief Financial Officer
Carrie Peterson, Grants Administrator
Margarita Bell, Controller
Angela Foster-Snow, HR Director
Christina Rowlett, Risk Manager/Purchasing Agent
Eric Jewkes, Police Chief
Jim Styers, Fire Chief

City Clerk Danyielle Snider read the Mission Statement of the City of Fairbanks.

Ms. Rogers, seconded by **Mr. Bagwill**, moved to EXCUSE Ms. Huntington from the meeting.

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

INVOCATION

The Invocation was given by City Clerk Snider.

FLAG SALUTATION

Mayor Matherly asked **Mr. Bagwill** to lead the Flag Salutation.

CEREMONIAL MATTERS

Mayor Matherly asked Grants Administrator Carrie Peterson to come forward; he announced that she received her CPA Certification from the State of Alaska. He read aloud a letter written

by Chief Financial Officer (CFO) Carmen Randle detailing the requirements of Ms. Peterson's position. **Mayor Matherly** stated Ms. Peterson is a pleasure to work with and congratulated her on her accomplishment.

CITIZENS' COMMENTS ON CONSENT AGENDA ITEMS

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney, in reference to the ordinance to change the time limits for citizens' comments, stated that 90% of the speakers at the recent Work Session on cannabis could have used five minutes to speak. He criticized the effort to reduce the time limit after moving the open public comment period to the end of the meeting.

Victor Buberger, P.O. Box 58192, Fairbanks – Mr. Buberger questioned whether a member of the public brought forward the idea of reducing public comment time or whether the elected officials came up with. He stated the Council is supposed to work for the people not for themselves. Mr. Buberger stated that the City of Fairbanks needs to build public restrooms; he read aloud a letter he received from someone in Tokyo, Japan who also supports public restrooms in Fairbanks. He stated that Mayor Matherly has been trying to limit free speech since taking office. Mr. Buberger suggested that the City Council limit their comments to match the limitations on citizens' comments. He stated he would like the City to have open Executive Sessions so citizens can know what goes on behind closed doors.

Shoshanna Kun, 326 Wedgewood Drive, Fairbanks – Ms. Kun thanked the Council for regularly broadcasting meetings over the radio and internet. She requested that citizens' comments remain at five minutes because the two-minute time limit at the recent Work Session was too short.

Ms. Rogers asked Ms. Kun if she believed giving extra minutes makes up for reducing the comment time; Ms. Kun stated she thinks there should be a five minute limit with no extra time.

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

APPROVAL OF AGENDA AND CONSENT AGENDA

Ms. Therrien, seconded by **Ms. Rogers**, moved to APPROVE the Agenda and Consent Agenda.

Ms. Rogers pulled The Hotel/Motel Discretionary Fund Committee Meeting Minutes of January 10, 2018 from the Consent Agenda.

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

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

APPROVAL OF PREVIOUS MINUTES

a) Regular Meeting Minutes of April 23, 2018

APPROVED on the CONSENT AGENDA.

SPECIAL ORDERS

- a) The Fairbanks City Council heard interested citizens concerned with the following application for a New Retail Marijuana Store License:

Type: Retail Marijuana Store, License #13949
DBA: Wishful Things, LLC
Licensee/Applicant: Wishful Things, LLC
Physical Location: 3505 Airport Way, Fairbanks, Alaska

Ms. Therrien, seconded by **Mr. Pruhs**, moved to WAIVE PROTEST on the New Retail Marijuana Store License.

Gary Evans, 3505 Airport Way, Fairbanks – Mr. Evans stated he could answer questions.

Victor Buberger – Mr. Buberger stated it is good that another retail store is opening because the City needs the tax revenue.

Frank Turney – Mr. Turney asked the Council to approve the retail cannabis license.

Pearson Crosby, 801 Pelican Way, Fairbanks – Mr. Crosby spoke in support of having a retail store on that side of town.

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

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST ON THE NEW RETAIL MARIJUANA STORE LICENSE AS FOLLOWS:

YEAS: Cleworth, Rogers, Therrien, Pruhs
NAYS: Bagwill
ABSENT: Huntington

Mayor Matherly declared the MOTION CARRIED.

MAYOR'S COMMENTS AND REPORT

Mayor Matherly stated that he participated in several events over the Memorial Day weekend. He spoke to the generosity and compassion of the Fairbanks community. He thanked Julie Jones with Festival Fairbanks for changing the flags on the bridges downtown.

UNFINISHED BUSINESS

- a) Ordinance No. 6074 – An Ordinance Repealing Fairbanks General Code Section 1-19. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

Mr. Cleworth, seconded by **Mr. Pruhs**, moved to ADOPT Ordinance No. 6074.

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

City Attorney Paul Ewers asked Rosalee Bertram to come forward and report on the research project she started during her internship in the City Attorney's Office. Ms. Bertram stated she was tasked with looking into the legislative history of Chapter 1 of the Fairbanks General Code. She spoke about the history of Section 1-19 and stated that both cases cited in the editor's notes of Section 1-19 had been overturned. She stated that she and Mr. Ewers discussed whether the section should be amended or repealed; she stated they decided to repeal it because of the court ruling and because unwarranted searches in emergency situations are covered in other code sections.

Mayor Matherly thanked Ms. Bertram for her work in the City Attorney's Office.

Mr. Cleworth asked what the compelling reason was for the U.S. Supreme Court to overturn the law. Mr. Ewers replied that the cases were overturned based on the Bill of Rights search and seizure law. He stated that there were criminal penalties for not allowing warrantless administrative searches.

Ms. Rogers commended Ms. Bertram for the work she has done; she expressed appreciation for Ms. Bertram's follow-through in presenting to the Council after her internship had ended.

Mr. Pruhs stated he would like Mr. Ewers to write Ms. Bertram a letter of recommendation to include the City Council for when she applies for college.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6074 AS FOLLOWS:

YEAS: Rogers, Bagwill, Therrien, Pruhs, Cleworth

NAYS: None

ABSENT: Huntington

Mayor Matherly declared the MOTION CARRIED and Ordinance No. 6074 ADOPTED.

b) Ordinance No. 6075 – An Ordinance Authorizing and Directing Retention of the Property Known as the Polaris Building for Public Purpose Upon Tax Foreclosure. Introduced by Mayor Matherly and Council Members Pruhs and Rogers. SECOND READING AND PUBLIC HEARING.

Mr. Bagwill, seconded by **Mr. Bagwill**, moved to ADOPT Ordinance No. 6075.

Shoshanna Kun – Ms. Kun stated she is concerned with what the City is planning to do with the building after taking ownership of it.

Frank Turney – Mr. Turney stated he was asked by a business owner to relay the message to please demolish the building.

Victor Buberger – Mr. Buberger stated the Polaris Building has been talked about for years, and he questioned why it is the only neglected building that gets the Council’s attention.

Arlette Eagle-Lavelle, 828 8th Avenue, Fairbanks – Ms. Eagle-Lavelle stated she is the closest neighbor to the Polaris Building and shared that any efforts by the City to clean it up would be welcomed. She stated she is surprised someone has not been hurt by entering the building.

David van den Berg, 332 Slater Drive, Fairbanks – Mr. Van den Berg stated he represents the Downtown Association and spoke to the opportunity the City has to take control of the Polaris Building. He stated that Mr. Marlow had great ideas for the building, but none of the ideas worked out. He stated there are other nuisance properties that should also get attention. He stated the Polaris Group has been fundraising in an effort to help pay for the building.

Deb Hickok, 101 Dunkel Street, Fairbanks – Ms. Hickok stated the Polaris Building is an eyesore and an embarrassment to the hotel industry. She stated that Explore Fairbanks is in the tenth year of exploring future uses for the property once the building is demolished. She stated many buildings require a public subsidy, and everyone should be able to come together and put a proposal together for a better use of the property.

Mike Farrell, P.O. Box 83327, Fairbanks – Mr. Farrell stated that a concrete business plan needs to be made before committing public funds to the Polaris Building. He stated if it is to become a convention center, there is evidence that it would need to be connected to a hotel; he added that a convention center is doomed to fail if that does not happen. He stated he supports the City doing something with the Polaris Building but asked that they not commit to any one plan before it is well thought out.

Helen Renfrew, 101 Dunkel Street, Fairbanks – Ms. Renfrew stated Explore Fairbanks has been studying the feasibility of a convention center for over ten years, and it will not be a subsidy as large as that of the Dena’ina Center in Anchorage. She stated they would be happy to hold a work session with the Council to review all the planning from the past decade. She stated the building is dangerous and needs to be demolished for public safety reasons. She stated the property owner has not paid taxes in over three years, and it is time for the City to act.

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

Mr. Pruhs distributed photos of the old Tiki Cove and spoke to the City taking ownership of the property. He talked about the history of the Polaris Building and the City’s relationship with Marc Marlow. **Mr. Pruhs** stated the Polaris Group was formed specifically to discuss the demolition of the building. He stated he is working to get the funding to demolish the building because neither the City nor the Borough have the funds to tackle the project on their own. He stated the City of Fairbanks has been working on shutting the Polaris Building down for over a decade, and the owner has finally abandoned the property. He stated the Polaris Group is committed to demolishing the building, and they have gotten further than any other group has.

Ms. Rogers thanked Mr. Pruhs for the history of the Polaris Building. She stated she has heard time and time again that the City needs to consider the owner's wishes but that this is not one of those situations; she stated that the owner has abandoned the property. She spoke in support of the ordinance and asked that her name be added to it as a sponsor.

Mayor Matherly stated that he has spoken with Mr. Marlow many times and that Mr. Marlow could still choose to pay the back taxes on the building. **Mayor Matherly** stated the Polaris Building has become an issue of public safety that needs to be taken care of. He stated the management of the property has been a joke, and the building is not secure in any way.

Mr. Pruhs stated he received an email from Police Chief Eric Jewkes relating to how citizens are managing to break into the building. **Mr. Pruhs** stated the Polaris Group will raise the money for the City of Fairbanks to be able to tear the building down.

Mr. Cleworth thanked Mr. Pruhs for all of the work he has done in regard to the Polaris Building. **Mr. Cleworth** asked City Attorney Paul Ewers if the building would go up for public auction in the fall. Mr. Ewers stated the Fairbanks North Star Borough (FNSB) now owns the building, and if the City pays the back taxes the City would get the deed. **Mr. Cleworth** asked what would happen if it went to public sale and nobody purchased it; Mr. Ewers replied that the FNSB would remain the owner. **Mr. Cleworth** stated the Borough is on board with waving tipping fees and asked how the demolition project would be funded. **Mr. Pruhs** stated that a federal grant is the most likely way to get the abatement of the Polaris Building completed. He explained that he is working with Senator Murkowski's office to determine the best route to take.

Mr. Cleworth stated he takes pause when he hears the term "subsidize" because it causes a liability to the City. He stated he was the City Mayor at the time the Polaris Building was condemned, and he wishes the demolition process could have begun at that time.

Mr. Bagwill asked about the effects of Ordinance No. 6075. Mr. Ewers clarified that the record should reflect that the exact amount owed is \$36,332.67, and interest will accrue at a daily rate of \$6.31. He stated that the ordinance and fiscal note should reflect the correct amount.

Ms. Therrien, seconded by **Mr. Bagwill**, moved to AMEND Ordinance No. 6075 by changing the dollar amount in the fiscal note and in Section 2 from \$49,000 to \$36,332.67.

Mayor Matherly called for objection to the motion to AMEND and, hearing none, so ORDERED.

Ms. Therrien spoke in support of the ordinance and thanked Mr. Pruhs for all his hard work with the Polaris Group.

Mr. Cleworth asked why the Borough is not willing to waive their share of the taxes due since they are working as a partner on the project. **Mr. Pruhs** stated he did not think the Borough could waive their fees for the disposition of the building. He pointed out that the City of Fairbanks will not be footing the bill, but the donations of many will be used instead.

Ms. Rogers stated the Borough was asked over a year ago about waiving tax fees, and they stated they could not.

Mayor Matherly stated that having the tipping fees waived makes up for the amount that has to be paid in taxes in order to take ownership of the building.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6075, AS AMENDED, AS FOLLOWS:

YEAS: Bagwill, Therrien, Pruhs, Cleworth, Rogers
NAYS: None
ABSENT: Huntington
Mayor Matherly declared the MOTION CARRIED and Ordinance No. 6075, as Amended, ADOPTED.

NEW BUSINESS

- a) Resolution No. 4837 – A Resolution Fixing the Rate of Tax Levy for Municipal Purposes for the 2018 Real Property Tax of the City of Fairbanks, Alaska. Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

- b) Resolution No. 4838 – A Resolution to Apply for the Alaska Department of Public Safety FFY2017 Edward Byrne Memorial Justice Grant (JAG). Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

- c) Ordinance No. 6076 – An Ordinance Amending Fairbanks General Code Section 2-119 Order of Business, to Change the Time Limits for Citizens’ Comments. Introduced by Mayor Matherly and Council Members Pruhs, Bagwill, Therrien, Rogers, and Huntington.

ADVANCED on the CONSENT AGENDA.

- d) Ordinance No. 6077 – An Ordinance Amending Fairbanks General Code Chapter 22, Elections. Introduced by Council Member Cleworth.

ADVANCED on the CONSENT AGENDA.

DISCUSSION ITEMS

- a) Committee Reports

Fairbanks Diversity Council – **Mayor Matherly** reported the Diversity Council would be holding a work session the following evening; he stated that they will not have any public comment period at the meeting because they are breaking out into work groups.

Housing & Homeless Coalition – **Ms. Rogers** stated she continues to attend the meetings and praised Mike Sanders for his work in the community. She stated she is happy to see Fairbanks being looked at as an example around the State as to how to deal with homelessness.

WRITTEN COMMUNICATIONS TO COUNCIL

- a) Hotel/Motel Discretionary Fund Committee Meeting Minutes of January 10, 2018

Ms. Rogers explained that some corrections and clarifications need to be made before they are approved. She requested that the minutes be revised by the Clerk’s Office and go back before the Committee for approval.

Ms. Therrien, seconded by **Mr. Bagwill**, moved to NOT ACCEPT the Hotel/Motel Discretionary Fund Committee Meeting Minutes of January 10, 2018.

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

- b) Reappointments to the Board of Plumber Examiners

APPROVED on the CONSENT AGENDA.

CITIZENS’ COMMENTS

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney thanked the Administration for the transparency in checking out “Cardboard John.” He thanked the Public Works crew for cleaning up the Clay Street Cemetery for Memorial Day. He reported he would be offering another cemetery tour to students of the Catholic Schools of Fairbanks. He stated he did not support the Council in allowing alcohol consumption on public property.

Victor Buberger, P.O. Box 58192, Fairbanks – Mr. Buberger stated he could see whose thumb was in the pie relating to the Polaris Building. He stated the Polaris Group wants to purchase the property so they can tear down the building and replace it with a tax-free convention center. He stated he was at the pharmacy earlier, and the pharmacist was talking about how many potholes there are in the City. Mr. Buberger suggested renaming Fairbanks “Pothole City” and complained about the lack of public restrooms inside the City. He stated the Council gives big raises to the employees every year and recommended that they build public restrooms instead of giving employee raises. Mr. Buberger spoke of the beautiful roads in Singapore and how many public restrooms there are in the malls there.

Arlette Eagle-Lavelle, 828 8th Avenue, Fairbanks – Ms. Eagle-Lavelle stated the first of the Third Thursday events took place a few weeks back, and she set up her business according to the approved extension of premises. She stated she did not block the sidewalk and was careful not to hinder wheelchair access. She stated one of her employees was harassed by Larry Hackenmiller who was chain smoking at the border of her premises. Ms. Eagle-Lavelle stated she wants all local bar owners to be successful, and if anyone would like to review her application she would

be happy to share it with them. Ms. Eagle-Lavelle spoke to the community support of events that have been put on by the Taphouse benefiting nonprofit organizations around Fairbanks.

Ms. Rogers thanked Ms. Eagle-Lavelle for attending the meeting and for speaking so eloquently.

Mr. Pruhs asked Ms. Eagle-Lavelle if she intended to continue with the Third Thursday events throughout the summer. Ms. Eagle-Lavelle stated she has met with Chief Jewkes and a few other Department Heads, and she plans to operate her business a little differently at future events.

Mr. Pruhs asked Ms. Eagle-Lavelle if she feels she is being harassed because of the success of the Taphouse; Ms. Eagle-Lavelle stated she did believe that to be the case.

Shoshanna Kun, 326 Wedgewood Drive, #E-27, Fairbanks – Ms. Kun commended Ms. Eagle-Lavelle for her hard work and for her success. Ms. Kun stated she did not support drinking in the street and that her 12-year-old daughter did not want to attend the event because there would be people drinking. She stated if it were fenced in like the Big I outdoor area she would not have a problem with it. She stated the Polaris Building is not something that tourists ask her about; she stated that tourists are concerned about safety because of people who are fighting in the streets as a result of alcohol. She stated she admires Ms. Eagle-Lavelle’s ingenuity but that the City Council should not condone alcohol consumption in the streets.

David Van den Berg, 332 Slater Drive, Fairbanks – Mr. Van den Berg stated the next Third Thursday event is scheduled for June 21; he added that 23 vendors are scheduled to attend. He stated that feedback suggested adding more food trucks, but the Downtown Association has decided to lend its support to the “brick and mortar” vendors along Second Avenue. He explained that people could join the festivities along Second Avenue and stop to dine along the way. He spoke to other events that would be taking place in the coming weeks within the City.

Mr. Cleworth asked about parking for the event. Mr. Van den Berg stated all exiting will be off of Third Avenue and that according to the traffic control plan, drivers would only be able to exit from a south-facing exit.

COUNCIL MEMBERS’ COMMENTS

Mr. Bagwill wished everyone a happy summer and stated that Ms. Huntington and her family are in his thoughts and prayers. He stated he took part in an active shooter drill and encouraged everyone to get the same kind of training. He stated he would be attending the next Regular Council meeting telephonically because he would be travelling.

Mr. Cleworth asked whether the woman who complained about the old dairy had filed a public nuisance complaint at the Police Department. **Mayor Matherly** stated he has not seen a formal complaint; he stated that he has recently walked the property, and it is a mess.

Mr. Cleworth thanked Julie Jones for all her efforts to beautify City Hall and the downtown area. He asked Chief Jewkes to pass on thanks from the Council to Officer Dave Elzey who is retiring; **Mr. Cleworth** stated he would be missed. **Mr. Cleworth** spoke to the increased call volume for emergency services and suggested that there be a study done to identify what is causing the increase.

Mr. Pruhs thanked the Council for their action on Ordinance No. 6075, and he thanked those who have been working on the Polaris Group. He stated he foresees success in having the Polaris Building torn down.

Ms. Therrien wished everyone a happy summer. She shared her hope that it would not be a heavy snow year after learning more in the earlier Work Session on City Snow Removal.

Ms. Rogers echoed Ms. Therrien's thoughts and expressed thanks for the Work Session on Snow Removal; she stated it is important to begin the discussion early in the year so costs can be properly budgeted. She spoke to the history of snow removal within the City and was grateful to have the old task force information from 1993. **Ms. Rogers** spoke to the importance of sharing with the community the special gifts Fairbanks has to offer, and she thanked Rosalee Bertram for the work she did in the Attorney's Office.

CITY CLERK'S REPORT

City Clerk Snider stated the City of Fairbanks Clerk's Office, the North Pole Clerk's Office, and the Borough Clerk's Office would host a Candidate Open House at 10:00 am, July 7, at the Borough Assembly Chambers. She reported that candidate filing would open July 16 at 8:00 am.

ADJOURNMENT

Ms. Therrien, seconded by **Mr. Bagwill**, moved to ADJOURN the meeting.

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

Mayor Matherly declared the meeting adjourned at 9:10 p.m.

JIM MATHERLY, MAYOR

ATTEST:

D. DANYIELLE SNIDER, CMC, CITY CLERK

Transcribed by: EB



MEMORANDUM

City of Fairbanks Clerk's Office

D. Danyielle Snider, City Clerk

TO: Mayor Jim Matherly and City Council Members

FROM: D. Danyielle Snider, CMC, City Clerk



SUBJECT: Marijuana License Renewals

DATE: August 30, 2018

Notice has been received from the State Alcohol & Marijuana Control Office (AMCO) for the following marijuana license renewals:

Lic. #	DBA	License Type	Licensee	Premises Address
11927	Green Life Supply, LLC	Retail Marijuana Store	Green Life Supply, LLC	511 30th Avenue
10958	Green Life Supply, LLC	Standard Marijuana Cultivation Facility	Green Life Supply, LLC	511 30th Avenue

Pursuant to FGC Sec. 14-214 and 3 AAC 306.060, the Council may determine whether to protest marijuana license renewals after holding a public hearing. The 60-day deadline for response to AMCO on the above-listed renewals is October 1, 2018.

Pursuant to FGC Sec. 14-216, I have also included for your review a Notice of Violation dated June 7, 2018, which was issued by the AMCO office to retail license #11927. There have been no other complaints or license actions against any of the above licensees at the City, Borough, or State level.

The Police Department has included a call report for the above-listed locations (attached); however, Chief Jewkes is not recommending a protest for any of the renewals.

There are **no departmental objections** to the above-listed marijuana license renewal applications. Please contact me if you need any further information.

CITY OF FAIRBANKS PUBLIC SAFETY

GREEN LIFE SUPPLY CO

511 30TH AVE 08/02/2017 - 08/02/2018

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	06/19/2018 23:54	SUSP	511 THIRTIETH AVE	O5	NRP	06/20/2018 00:19:09
	04/05/2018 22:09	SI - SECURITY CHECK	511 THIRTIETH AVE	O6	NRP	04/05/2018 22:26:14
	04/01/2018 06:07	ALARM BURGLARY -	511 THIRTIETH AVE	O32	FAB	04/01/2018 06:26:15
	01/01/2018 15:21	SI - SECURITY CHECK	511 THIRTIETH AVE	O6	NRP	01/01/2018 15:44:23

Total Number of Events Listed: 4

CITY OF FAIRBANKS PUBLIC SAFETY

GREEN LIFE SUPPLY CO

501 30TH AVE 08/02/2017 - 08/02/2018

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	05/20/2018 03:37	ALARM BURGLARY -	501 THIRTIETH AVE	O34	NRP	05/20/2018 04:07:00
	03/31/2018 09:52	ALARM BURGLARY -	501 THIRTIETH AVE	O9	FAB	03/31/2018 10:05:53
	03/27/2018 06:34	ALARM BURGLARY -	501 THIRTIETH AVE	O3	FAB	03/27/2018 07:00:55

Total Number of Events Listed: 3

Notice of Violation

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records ACT AS 40.25

Date: 06/07/2018

License #/Type: 11927 / Retail Marijuana Store

Licensee: Green Life Supply, LLC

Address: 511 30th Avenue, Fairbanks, AK

DBA: Green Life Supply LLC

AMCO Case #: AB18-0653

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

On 4/17/2018 Nathan DAVIS, designated licensee from Green Life Supply LLC, retail marijuana store license #11927, contacted AMCO Enforcement to self-report a problem with his premises' point of sale software (MJ Platform) not reporting sales into METRC since early March. DAVIS reported since opening the store on 03/02/2018 he began noticing the cash register till and the end of day sales reports were not matching up. DAVIS stated from the employee's perspective sales appeared to be recording properly and the point of sale gave no indication to the user that the sale was not actually recording. Upon further review he discovered the point of sale software was not properly reporting the sales into the state's mandatory marijuana tracking system, METRC. DAVIS said he attempted to work with the point of sale software company, MJ Freeway, to resolve the reporting discrepancy.

DAVIS attempted to resolve the issue by working with MJ Freeway. After not being able to resolve the reporting discrepancy with MJ Freeway he began working nights programming a new point of sale system. DAVIS closed the store, inventoried all marijuana and marijuana product in the store, cross referenced the inventory with METRC and found the inventory was off. At this point DAVIS contacted AMCO Enforcement to self-report the issue and worked with AMCO Enforcement to implement a plan to correct the problem. DAVIS did not reopen the store until 04/20/2018 after correcting the inventory discrepancy and implementing the new point of sale software system.

Due to the software deficiency each transaction from the marijuana retail store's original point of sale system was not reconciled at the close of each business day with the marijuana inventory tracking system from when the store opened in early March to when the store was closed to conduct an inventory audit in mid-April.

Your attention is directed to:

3 AAC 306.330(c) Marijuana Inventory Tracking System

3 AAC 306.805 provides that upon receipt of a Notice of Violation, a licensee may request to appear before the board and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice. A licensee may respond, either orally or in writing, to the Notice. 3 AAC 306.810(3)(A)(B)(C) failed, within a reasonable time after receiving a notice of violation from the director, to correct any defect that is the subject of the notice of violation of AS 17.38 or this chapter, a condition or restriction imposed by the board or other applicable law.

IT IS RECOMMENDED THAT YOU RESPOND IN WRITING TO DOCUMENT YOUR RESPONSE FOR THE MARIJUANA CONTROL BOARD.

***Please send your response to the address below and include your Marijuana Establishment License Number in your response.**

Alcohol & Marijuana Control Office
ATTN: Enforcement
550 W. 7th Ave, Suite 1600
Anchorage, Alaska 99501
amco.enforcement@alaska.gov

Issuing Investigator: M. Chiesa

Received by:

SIGNATURE: 

SIGNATURE:

Delivered VIA: Mail

Date:




MEMORANDUM

City Clerk's Office

D. Danyielle Snider, City Clerk

TO: Mayor Jim Matherly and City Council Members

FROM: D. Danyielle Snider, CMC, City Clerk 

SUBJECT: Hearing of Clean-up Costs, 124 2nd Avenue

DATE: September 4, 2018

Attached is a copy of a notice from Building Official Clem Clooten regarding the costs associated with securing and cleaning up the property located at 124 2nd Avenue (Lots 11, 12, 13, 16; Block 9; Fairbanks Townsite), Fairbanks, Alaska, owned by Mr. Allen Vezey. The clean-up/board-up work was performed on July 25 and 26, 2018.

Notice of this hearing has been sent by certified mail to the owner of the property and has been posted on the property by the City Building Official in accordance Section 902 of the 2015 City Abatement Code. Also pursuant to the Code, an advertisement of this public hearing was published in the Fairbanks Daily News Miner on August 31, 2018. As of the date of this memo, no written objections or protests have been filed with the City Clerk's Office.

The City Council is required to hold a public hearing for the purpose of:

- 1) Hearing and passing upon the expense report;
- 2) Considering any written objections or protests to the proposed report;
- 3) Making such revision, correction or modification to the report or to the charges as the City Council may deem just; and
- 4) Determining whether to assign a personal obligation of the property owner and/or to create a lien against the property.

If you have any questions, please contact me at 459-6774.

Thank you.



CITY OF

FAIRBANKS

July 11, 2018

Allen Vezey
1216 Rangeview Drive
North Pole, Alaska 99705

Certified Letter #7011 0470 0002 0766 9741

**Re: 124 2nd Avenue; Lots 11, 12, 13, 16; Block 9; Fairbanks Townsite
Final Notice and Order**

Dear Mr. Vezey:

I inspected the property and verified that the City of Fairbanks requirement to have the vehicles and all other materials removed from the property prior to June 25, 2018 has not been accomplished. The building was not secured as the overhead door was half way up and the front door was open. This unsecured property has become an attractive nuisance to children and a harbor for vagrants. The building and the property must be secured at all times. If it is unsecured it is classified as a Derelict and Dangerous Building per Section 301 and 302 #12 and #17 of the 2015 City of Fairbanks Code for the Abatement of Dangerous Buildings and must be abated.

I contacted the Mr. Jeff Jacobson, Public Works Director to meet at the property to determine an estimate cost to remove all vehicles and debris, to secure the building and to cut down trees to provide a clear view of the property to prevent people from gathering on the property. The price of the estimate for the Public Works employees to clean up the property was \$17,510. This clean-up is scheduled for July 25 - 26, 2018. All costs associated with the clean-up will be accessed as a lien on the property per the City Council direction.

The property will be cleaned-up and secured but it will be your responsibility to keep it secured. If this building and property continues to be problem, the next step will be to abate the building and a second lien will be assessed to the property. If you have any questions, contact me at 459-6727.

Sincerely,

Clemens M. Clooten
Building Official

Cc: Mayor Matherly
Mike Meeks, Chief of Staff
Paul Ewers, City Attorney
Eric Jewkes, Police Chief
Jeff Jacobson, Public Works Director
Teal Soden, Comm. Director/Exec. Asst.
Ken Colette, 146 Third Avenue, Fairbanks, Alaska 99701
Staff/File

the GOLDEN HEART CITY ... "extremely Alaska"

800 Cushman Street • Fairbanks, Alaska 99701-4615

PROPERTY CLEANUP/BOARDUP COSTS

**124 2ND AVENUE
LOTS 11,12,13,16; BLOCK 9; FAIRBANKS TOWNSITE
OWNER: ALLEN VEZEY**

JULY 25-26, 2018

Labor	4,999.87	
Equipment Usage	8,810.00	
Materials/Rentals/Services	371.07	
<i>Plywood for boardup</i>	102.18	<i>From PW stock</i>
<i>Hardware for boardup</i>	18.89	<i>Spendard Builders Supply</i>
<i>Towing Fees for 2 trucks</i>	250.00	<i>Interior Towing</i>
FNSB - Tipping Fees	4,206.90	37.9 tons @ \$111/ton
	18,387.84	TOTAL



ORIGINAL

Purchase Order

Fiscal Year 2018

Page 1 of 2

Fiscal Code C
Revisions 000

Fiscal Period 07
Expiration Date 12/31/2018

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.
Purchase Order # **20182368-000**

B I L L T O

FINANCE DEPARTMENT
CITY OF FAIRBANKS
800 CUSHMAN STREET
FAIRBANKS AK 99701

V E N D O R

2219
SPENARDS BUILDERS SUPPLY
POLAR SUPPLY INC.
PO BOX 99060
ANCHORAGE AK 99509

S H I P T O

PUBLIC WORKS
CITY OF FAIRBANKS
2121 PEGER ROAD
FAIRBANKS AK 99709

Vendor Phone Number 907-563-5000	Vendor Fax Number 907-562-7001	Requisition Number 50181516	Delivery Reference 31233660
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Date Ordered 07/27/2018	Vendor Number 2219	Date Required	Freight Method/Terms	Department/Location 50 - DPW
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Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	PO Requisitioner Name: Annie Witt 124 2ND AVE CLEANUP: LOTS 11-12-13-16, BLOCK 9, FAIRBANKS TOWNSITE; OWNER: ALLEN VEZEY; HARDWARE FOR BOARDING UP WINDOWS: GALV PIPE STRAPS AND TIE WIRES 0000-01-15-00-00000-7213	1.0	LS	\$18.89000	\$18.89
					\$18.89

For Accounting Use ONLY!

Invoice Date ____/____/____ Invoice Amount \$ _____

Date invoice will be paid ____/____/____

Sales Tax	
Discount	
Freight	
Order Total	\$18.89

ACCOUNTING COPY

Spenard Builders Supply

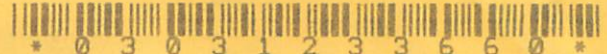


EIN # 92-0018778

CUSTOMER COPY

1516

SBS - FAIRBANKS
2460 PHILLIPS ROAD
FAIRBANKS, AK.
(907) 452-5050



99701 * 0 3 0 3 1 2 3 3 6 6 0 *

NUMBER 31233660
* ***INVOICE*** * DATE 7/26/2018

11:25 AM

PAGE 1

ACCOUNT 30-00230310-000
CITY OF FAIRBANKS

800 CUSHMAN STREET
FAIRBANKS AK 99701-4615

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SECOND AVE CREAMER

WEEKLY MAILOUT

Tax ID#:

SELLING STORE 30 SHIPPING STORE 30 SALES PERSON 3031 IAN GUCKERT OUR ORDER NO. 2303904-00

CUSTOMER P.O. # TERMS TERMS CODE 3

QUANTITY ORDERED	QUANTITY SHIPPED	U/M	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	EA	1335009	3/4X10 24GA GALV PIPE STRAP	1EA 1.99	1.79
7	7	BO	6947675	96121 1/2" RGD 2 HOLE STRAP	7BG .89	5.61
2	2	EA	6775571	26126 2" 2H STL CONDUIT STRAP	2EA 2.49	4.48
1	1	EA	24353833	TW1612312R 16.5GA TIE WIRE	1EA 7.79	7.01

15-7213

Joseph Coty
WEEKLY MAILOUTS AND ANY JOBS

Deliver by: 7/26/2018

NET SALE	TAXABLE SALE	TAX %	TAX	TOTAL
18.89	18.89	.00	0.00	18.89

Order By: JOSEPH COTY
CUSTOMER SIGNATURE X

RETURN POLICY: RETURNED MERCHANDISE MAY BE SUBJECT TO A RESTOCKING AND HANDLING CHARGE, AND MUST BE ACCOMPANIED BY THIS INVOICE.

ESTIMATE POLICY: THIS IS AN ESTIMATE ONLY. PLEASE EXAMINE CAREFULLY AS WE AGREE TO FURNISH ONLY THE ARTICLES AND QUANTITIES NAMED AND DESCRIBED HEREON. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR OTHER CAUSES OF DELAY BEYOND OUR CONTROL. ALL SALES ARE SUBJECT TO TERMS AND CONDITIONS AS SPECIFIED AT TIME OF SALE. SALES TAXES, IF APPLICABLE, ARE NOT INCLUDED.

TERMS AND CONDITIONS OF COMMERCIAL SALE AGREEMENT

THE TERMS AND CONDITIONS OF THIS COMMERCIAL SALE AGREEMENT SHALL APPLY TO ALL PURCHASES OF GOODS FROM SPENARD BUILDERS SUPPLY, INC., BY ANY BUSINESS ENTITY OR BUSINESS OPERATION, OR COMPANY (WHETHER CORPORATE, PARTNERSHIP, SOLE PROPRIETORSHIP, OR OTHERWISE). THE TERMS AND CONDITIONS OF THIS COMMERCIAL SALE AGREEMENT SHALL NOT APPLY TO THE PURCHASE OF GOODS BY A NON-BUSINESS INDIVIDUAL CONSUMER. THE TERM "SELLER" AS USED IN THIS AGREEMENT SHALL REFER TO SPENARD BUILDERS SUPPLY, INC.

LIMITATION ON WARRANTIES: SELLER WARRANTS WITH RESPECT TO THE GOODS SOLD UNDER THIS AGREEMENT THAT THE TITLE CONVEYED IS GOOD AND THE TRANSFER PROPER, AND THAT THE GOODS ARE FREE OF ANY LIEN, SECURITY INTEREST HELD BY OTHERS, OR OTHER SUCH ENCUMBRANCES AT THE TIME OF THIS AGREEMENT. SELLER WARRANTS THAT THE GOODS SOLD HEREUNDER WILL BE OF THE KIND AND SHALL BE OF THE DESCRIPTION SHOWN ON THE FRONT OF THIS INVOICE.

Seller will, upon proper and timely notification of defects (relating to workmanship or materials) or non-conforming goods by Buyer in accordance with the claim procedure referenced below, correct such defects or non-conforming goods by either making repair, or by replacing such goods, or by refunding the purchase price of such goods at Seller's option and expense. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESSED OR IMPLIED EXCEPT THE WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT. SELLER DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Correction of defects and/or non-conformities, in the manner provided above, shall constitute fulfillment and satisfaction of all liabilities of Seller to Buyer with respect to the goods. Seller expressly excludes and disclaims any and all other warranties and guarantees relating to goods furnished to Buyer. The sales personnel of Seller are not authorized to make warranties about Seller's merchandise. Seller's employees' or agents' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by Buyer and shall not be a part of this agreement or sale. The entire sales contract between Seller and Buyer is set forth herein and shall be governed solely by these terms and conditions, and NO OTHER WARRANTIES are given beyond the limited warranty set forth above.

BUYER'S REMEDY: Seller's liability to Buyer for any damages resulting from the purchase or use of the goods sold under this Agreement shall be limited to either repair, replacement of the goods, or refund of the purchase price of the subject goods, at Seller's option. Buyer agrees to first initiate good faith efforts and to pursue any remedy afforded by any warranty provided by the manufacturer of any such non-conforming or defective goods, before Buyer seeks to enforce the Buyer's remedy against Seller (for repair, replacement of such goods or a refund of the purchase price of applicable goods at Seller's option), in order to mitigate damages to Seller.

CLAIMS FOR SHORTAGES, DEFECTS OR NON-CONFORMING GOODS (Per Limited Warranty and Buyer's Exclusive Remedy): Any claim of shortage, or for non-conformity of goods, must be made to Seller in writing within seven days of delivery and receipt of the subject goods. With respect to defects associated with goods, (relating to workmanship or materials), the limited warranty referenced above shall be for a period of six months from the date of purchase of the subject goods by Buyer, and any claim for any such defect must be made within that six month period. Buyer shall have an obligation to make a thorough and prompt inspection of the goods, and to notify Seller (in writing) as referenced above if any shortage, defect, or non-conformity is discovered on the basis of any such inspection. Buyer shall furnish to Seller in support of such claim a detailed proof of the claim in writing, which shall include all material facts upon which the claim is made. All claims for shortage, defects, or non-conforming goods must be supported by an affidavit of Buyer or Buyer's agent. Buyer shall also promptly notify (in writing) the manufacturer of any defective or non-conforming goods, and include all material facts relating to any such defect or non-conformity, and fulfill any obligations required under any separate warranty furnished by the manufacturer of any such goods. Seller's obligations in regards to any valid and timely claim on the part of the Buyer shall only be as provided for under the limited warranty and the Buyer's exclusive remedy referenced above. If any goods are discovered to be damaged upon delivery and inspection by Buyer, Buyer shall immediately notify any carrier which transported such goods, and provide the carrier with a prompt opportunity to inspect the damaged goods.

LIMITATION ON LIABILITY: Seller shall not be liable or responsible for any delay or delay damages arising from or relating to the purchase, sale, shipment, loss, damage, delivery of goods to Buyer, or otherwise. Seller shall not under any circumstances be liable for direct, indirect, special, incidental or consequential damages such as but not limited to, damage to or loss of other property or equipment, loss of profits or revenue, cost of capital, or claims of customers of Buyer.

The remedies of Buyer set forth herein are exclusive, and the liability of Seller with respect to this agreement or anything done in connection therewith (such as performance or breach thereof), or relating to the manufacture, sale, delivery, resale, installation or use of any goods sold by Seller, whether arising out of contract, negligence, strict tort or under any warranty or otherwise, shall not exceed the price of the goods upon which such liability is based (unless Seller elects to repair or replace such goods at its own expense and such repair or replacement exceeds the price of the goods). Seller reserves the right to sell certain goods "as is", without any warranty whatsoever by indication of the invoice or sales receipt of such goods.

PAYMENT: Buyer shall make payment to Seller in accordance with Buyer's obligations referenced in any account application and/or account agreement governing payment terms in regards to transactions between Seller and Buyer (which are incorporated by this reference). Buyer's obligation to make payment to Seller is not conditioned upon receiving payment from any contractor, owner retainage fund, or other third party source, or otherwise. These terms do not constitute an offer by Seller to sell or to extend credit. Each credit application, request for credit, credit transaction, and customer order are subject to approval by Seller.

SECURITY: If at any time Seller shall deem itself at risk with respect to payment of the purchase price or any portion thereof, Seller may demand that Buyer provide security therefor in form and amount satisfactory to Seller. If Buyer is unwilling or unable to furnish such security within three calendar days of Seller's demand therefor, Seller may terminate delivery of all or any part of the goods sold hereunder without liability to Buyer. Seller also reserves all rights and remedies afforded under the Uniform Commercial Code, afforded to Sellers of goods.

RETURNED MATERIALS: Sales for special order materials are considered final, and unless otherwise specified by written agreement between Seller and Buyer are not returnable. All other returns are subject to a restock fee, and all returns are subject to Seller's approval, and subject to all transportation charges being prepaid by Buyer.

INSPECTION OF GOODS FOLLOWING CLAIM: In the event that the Buyer makes a claim based upon shortages, defects, or non-conforming goods, Buyer shall accept delivery of and make payment for that portion of goods with respect to which no claim is made. With respect to the goods upon which a claim is made, Buyer shall hold those goods intact and properly protected for inspection by Seller, or by Seller's authorized agent, and/or by the manufacturer of any such goods.

WAIVER: Any waiver by Seller of any breach by Buyer of any provision of this Agreement shall not constitute a waiver of any other breach of the same or any other provision hereof.

GOVERNING LAW/LIMITATIONS OF ACTIONS: All matters relating to the enforcement or interpretation of this sale transaction and/or relating to terms and conditions set forth herein, shall be governed by and construed in accordance with the laws of the State of Alaska. Any legal action brought against Seller for breach of this agreement, including any breach of warranty, must be instituted within one year after delivery of the goods sold hereunder.

COLLECTION OF PAST DUE ACCOUNTS/VENUE IN EVENT OF SUIT: In the event that it becomes necessary for Seller to retain an attorney to enforce any of the terms of this Agreement, Buyer agrees to pay such sums accrued thereby as reasonable attorneys' fees and collection costs whether or not suit or action is commenced. In the event suit is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit, in addition to all other sums provided by law. Any legal action brought by Seller or Buyer in regard to this Agreement or transactions associated therewith shall be subject to the jurisdiction and venue of the courts of the State of Alaska at Anchorage, and any such legal action shall be brought only in the courts of the State of Alaska, at Anchorage.

ENTIRE AGREEMENT: This agreement as written constitutes the full and complete understanding and agreement of Buyer and Seller and supersedes all prior understandings and agreements between the parties regarding this sale of goods. Seller shall not be bound by any modification to the terms or conditions of this Agreement unless such modification is in writing and is signed by an authorized representative of Seller. The terms and conditions set forth herein are fully binding on Buyer and shall supersede any terms or conditions set forth in any purchase order or other documents or correspondence issued or generated by Buyer to Seller relating to this sale of goods. The sale of goods by Seller to Buyer shall be governed solely by and is expressly conditioned on the terms and conditions referenced herein.

SEVERABILITY: Invalidity of any provision of this Agreement shall in no way affect any other provision hereof, and all such other provisions shall remain in full force and effect.



ORIGINAL

Purchase Order

Fiscal Year 2018

Page 1 of 2

Fiscal Code C
Revisions 000

Fiscal Period 08
Expiration Date 12/31/2018

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.
Purchase Order # **20182505-000**

BILL TO

FINANCE DEPARTMENT
CITY OF FAIRBANKS
800 CUSHMAN STREET
FAIRBANKS AK 99701

VENDOR

1838
INTERIOR TOWING & SALVAGE INC
P.O. BOX 84157
FAIRBANKS AK 99708

SHIP TO

PUBLIC WORKS
CITY OF FAIRBANKS
2121 PEGER ROAD
FAIRBANKS AK 99709

Vendor Phone Number 907-479-4255	Vendor Fax Number	Requisition Number 50181628	Delivery Reference 080118
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Date Ordered 08/08/2018	Vendor Number 1838	Date Required	Freight Method/Terms	Department/Location 50 - DPW
----------------------------	-----------------------	---------------	----------------------	---------------------------------

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	PO Requisitioner Name: Annie Witt TOWS FROM 124 2ND AVE CLEANUP PROJECT: CASE 18-44938 DODGE PICKUP LIC 5614BW AND CASE 18-44937 FORD PICKUP LIC FGL183 0000-01-15-00-00000-7213	2.0	EACH	\$125.00000	\$250.00
					\$250.00

For Accounting Use ONLY!

Invoice Date ____/____/____ Invoice Amount \$ _____

Date invoice will be paid ____/____/____

Sales Tax	
Discount	
Freight	
Order Total	\$250.00

ACCOUNTING COPY

Interior Towing
P.O. Box 84157
Fairbanks, Alaska 99708

Statement

August 1, 2018

Bill to:

City of Fairbanks
2121 Peger Road
Fairbanks, AK 99709

11628

Date	Description	Charges	Credits	Balance
	Tows from 124 2nd Ave For Abatement Program			
	Case#18-44938 Dodge.PK Lic#5614BW	125.00		
	Case#18-44937 Ford PK Lic#FGL183	125.00		250.00
			Balance due	\$250.00

Thank You For Your Business



ORIGINAL

Purchase Order

Fiscal Year 2018

Page 1 of 2

Fiscal Code C
 Revisions 000
 Fiscal Period 07
 Expiration Date 12/31/2018

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.
 Purchase Order # **20182378-000**

OFFICE

FINANCE DEPARTMENT
 CITY OF FAIRBANKS
 800 CUSHMAN STREET
 FAIRBANKS AK 99701

VENDOR

1556
 FAIRBANKS NORTH STAR BOROUGH
 455 SANDURI ST
 FAIRBANKS AK 99701-7653

SHIP TO

PUBLIC WORKS
 CITY OF FAIRBANKS
 2121 PEGER ROAD
 FAIRBANKS AK 99709

Vendor Phone Number 907-459-1482	Vendor Fax Number	Requisition Number 50181513	Delivery Reference 124 2ND AVE CLEANUP/VEZEY
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Date Ordered 07/27/2018	Vendor Number 1556	Date Required	Freight Method/Terms	Department/Location 50 - DPW
----------------------------	-----------------------	---------------	----------------------	---------------------------------

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	PO Requisitioner Name: Annie Witt				
1	TIPPING FEES 0000-01-15-00-00000-7213	1.0	EACH	\$0.00000	\$0.00
				\$0.00	
2	FNSB TIPPING FEES FOR DEBRIS & CONSTRUCTION MATERIAL HAULED FROM 124 2ND AVE CLEANUP; LOTS 11-12-13-16, BLOCK 9 TOWNSITE; OWNER: ALLEN VEZEY 0000-01-15-00-00000-7213	37.9	TON	\$111.00000	\$4,206.90
					\$4,206.90

For Accounting Use ONLY!
 Invoice Date ___/___/___ Invoice Amount \$_____
 Date invoice will be paid ___/___/___

Sales Tax	
Discount	
Freight	
Order Total	\$4,206.90

ACCOUNTING COPY

FNSB SOLID WASTE DIVISION
 455 SANDURI STREET
 FAIRBANKS, AK 99701

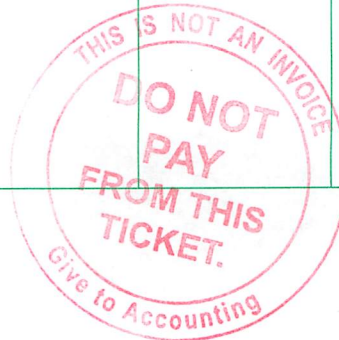
001003 CITY OF FAIRBANKS PO#20120025-
 2121 PEGER ROAD
 FAIRBANKS AK 99709

SITE	TICKET	GRID		WEIGHMASTER	
01	00918804	SCRAP METL		MATT	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
07/25/18	07/25/18	11:31	11:43		
REFERENCE			ORIGIN		
DT-024			FNSB - GENERAL		

Scale 1 Gross Wt. 25740 LB
 Scale 2 Tare Wt. 23160 LB
 Net Weight 2580 LB

Inbound - Charge ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
1.29	TON	SCRAP METAL	111.000	143.19	0.00	143.19



LANDFILL HOURS: MONDAY THROUGH FRIDAY 8:00 AM TO 4:00 PM
 SATURDAY 9:00 AM TO 4:00 PM
 SUNDAY 12:00 NOON TO 4:00 PM
 CHARGE CUSTOMERS...DO NOT PAY FROM THIS TICKET. THANK YOU.

NOTE 1: 124 2ND AVENUE
 NOTE 2: ALL METAL

NET AMOUNT
143.19
TENDERED
CHANGE
CHECK NO.

FNSB SOLID WASTE DIVISION
 455 SANDURI STREET
 FAIRBANKS, AK 99701

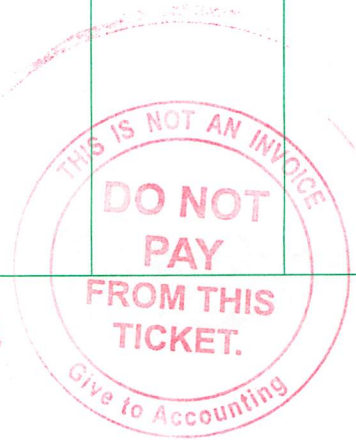
001003 CITY OF FAIRBANKS PO#20120025-
 2121 PEGER ROAD
 FAIRBANKS AK 99709

SITE	TICKET	GRID		WEIGHMASTER	
01	00918817	AREA C		MATT	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
07/25/18	07/25/18	12:01	12:10		
REFERENCE			ORIGIN		
DT-025			FNSB - GENERAL		

Scale 1 Gross Wt. 28420 LB
 Scale 2 Tare Wt. 23120 LB
 Net Weight 5300 LB

Inbound - Charge ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
2.65	TON	CONSTRUCTION MATRL	111.000	294.15	0.00	294.15



LANDFILL HOURS: MONDAY THROUGH FRIDAY 8:00 AM TO 4:00 PM
 SATURDAY 9:00 AM TO 4:00 PM
 SUNDAY 12:00 NOON TO 4:00 PM
 CHARGE CUSTOMERS...DO NOT PAY FROM THIS TICKET. THANK YOU.

NOTE 1: 124TH 2ND AVE
 City Council Agenda Packet - September 10, 2018

Signature
 SIGNATURE

NET AMOUNT
294.15
TENDERED
CHANGE
CHECK NO.

FNSB SOLID WASTE DIVISION
 455 SANDURI STREET
 FAIRBANKS, AK 99701

001003 CITY OF FAIRBANKS PO#20120025-
 2121 PEGER ROAD
 FAIRBANKS AK 99709

SITE	TICKET	GRID		WEIGHMASTER	
01	00918832	AREA C		MATT	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
07/25/18	07/25/18	13:07	13:16		
REFERENCE			ORIGIN		
DT-24			FNSB - GENERAL		

Scale 1 Gross Wt. 25880 LB
 Scale 2 Tare Wt. 23140 LB
 Net Weight 2740 LB

Inbound - Charge ticket

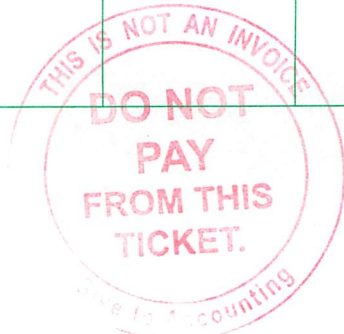
QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
1.37	TON	CONSTRUCTION MATRL	111.000	152.07	0.00	152.07

LANDFILL HOURS: MONDAY THROUGH FRIDAY 8:00 AM TO 4:00 PM
 SATURDAY 9:00 AM TO 4:00 PM
 SUNDAY 12:00 NOON TO 4:00 PM

CHARGE CUSTOMERS...DO NOT PAY FROM THIS TICKET. THANK YOU.

NOTE 1: 124 2ND AVE

City Council Agenda Packet - September 10, 2018



NET AMOUNT
152.07
TENDERED
CHANGE
CHECK NO.

FNSB SOLID WASTE DIVISION
 455 SANDURI STREET
 FAIRBANKS, AK 99701

001003 CITY OF FAIRBANKS PO#20120025-
 2121 PEGER ROAD
 FAIRBANKS AK 99709

1513
 37.9

SITE	TICKET	GRID		WEIGHMASTER	
01	00918850	AREA C		MATT	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
07/25/18	07/25/18	13:45	13:57		
REFERENCE			ORIGIN		
DT-025			FNSB - GENERAL		

Scale 1 Gross Wt. 28380 LB
 Scale 2 Tare Wt. 23100 LB
 Net Weight 5280 LB

Inbound - Charge ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
2.64	TON	CONSTRUCTION MATRL	111.000	293.04	0.00	293.04

THIS IS NOT AN INVOICE
 DO NOT PAY FROM THIS TICKET.
 Give to Accounting

LANDFILL HOURS: MONDAY THROUGH FRIDAY 8:00 AM TO 4:00 PM
 SATURDAY 9:00 AM TO 4:00 PM
 SUNDAY 12:00 NOON TO 4:00 PM
 CHARGE CUSTOMERS...DO NOT PAY FROM THIS TICKET. THANK YOU.

NOTE 1: 124 2ND AVE
 City Council Agenda Packet - September 10, 2018

Leonard Stotts
 SIGNATURE

NET AMOUNT
293.04
TENDERED
CHANGE
CHECK NO.

FNSB SOLID WASTE DIVISION
 455 SANDURI STREET
 FAIRBANKS, AK 99701

001003 CITY OF FAIRBANKS PO#20120025-
 2121 PEGER ROAD
 FAIRBANKS AK 99709

SITE	TICKET	GRID	WEIGHMASTER		
01	00918909	AREA C	CORY		
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
07/26/18	07/26/18	08:09	08:19		
REFERENCE		ORIGIN			
DT-024		FNSB - GENERAL			

Scale 1 Gross Wt. 32840 LB
 Scale 2 Tare Wt. 23160 LB
 Net Weight 9680 LB

Inbound - Charge ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
4.84	TON	CONSTRUCTION MATRL	111.000	537.24	0.00	537.24



LANDFILL HOURS: MONDAY THROUGH FRIDAY 8:00 AM TO 4:00 PM
 SATURDAY 9:00 AM TO 4:00 PM
 SUNDAY 12:00 NOON TO 4:00 PM

CHARGE CUSTOMERS...DO NOT PAY FROM THIS TICKET. THANK YOU.

NOTE 1: 124 2ND AVENUE

City Council Agenda Packet - September 10, 2018

NET AMOUNT
537.24
TENDERED
CHANGE
CHECK NO.

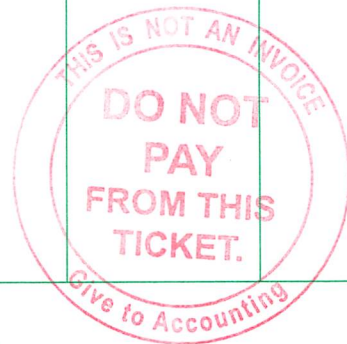
FNSB SOLID WASTE DIVISION
 455 SANDURI STREET
 FAIRBANKS, AK 99701

001003 CITY OF FAIRBANKS PO#20120025-
 2121 PEGER ROAD
 FAIRBANKS AK 99709

SITE	TICKET	GRID		WEIGHMASTER	
01	00918915	AREA C		BARB	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
07/26/18	07/26/18	08:19	08:32		
REFERENCE			ORIGIN		
DT-025			FNSB - GENERAL		

Scale 1 Gross Wt. 29900 LB
 Scale 2 Tare Wt. 23100 LB
 Net Weight 6800 LB
 Inbound - Charge ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
3.40	TON	CONSTRUCTION MATRL	111.000	377.40	0.00	377.40



LANDFILL HOURS: MONDAY THROUGH FRIDAY 8:00 AM TO 4:00 PM
 SATURDAY 9:00 AM TO 4:00 PM
 SUNDAY 12:00 NOON TO 4:00 PM

CHARGE CUSTOMERS...DO NOT PAY FROM THIS TICKET. THANK YOU.

NOTE 1: 124 2ND AVE

City Council Agenda Packet - September 10, 2018

[Handwritten Signature]

NET AMOUNT
377.40
TENDERED
CHANGE
CHECK NO.

FNSB SOLID WASTE DIVISION
 455 SANDURI STREET
 FAIRBANKS, AK 99701

001003 CITY OF FAIRBANKS PO#20120025-
 2121 PEGER ROAD
 FAIRBANKS AK 99709

SITE	TICKET	GRID		WEIGHMASTER	
01	00918935	AREA C		BARB	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
07/26/18	07/26/18	09:20	09:29		
REFERENCE			ORIGIN		
DT-024			FNSB - GENERAL		

Scale 1 Gross Wt. 28060 LB
 Scale 2 Tare Wt. 23180 LB
 Net Weight 4880 LB

Inbound - Charge ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
2.44	TON	CONSTRUCTION MATRL	111.000	270.84	0.00	270.84



LANDFILL HOURS: MONDAY THROUGH FRIDAY 8:00 AM TO 4:00 PM
 SATURDAY 9:00 AM TO 4:00 PM
 SUNDAY 12:00 NOON TO 4:00 PM

CHARGE CUSTOMERS...DO NOT PAY FROM THIS TICKET. THANK YOU.

NOTE 1: 124 2ND AVENUE

City Council Agenda Packet - September 10, 2018

NET AMOUNT
270.84
TENDERED
CHANGE
CHECK NO.

34 of 195

FNSB SOLID WASTE DIVISION
 455 SANDURI STREET
 FAIRBANKS, AK 99701

001003 CITY OF FAIRBANKS PO#20120025-
 2121 PEGER ROAD
 FAIRBANKS AK 99709

SITE	TICKET	GRID		WEIGHMASTER	
01	00918965	AREA C		BARB	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
07/26/18	07/26/18	10:32	10:41		
REFERENCE			ORIGIN		
DT-025			FNSB - GENERAL		

Scale 1 Gross Wt. 29840 LB
 Scale 2 Tare Wt. 23060 LB
 Net Weight 6780 LB

Inbound - Charge ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
3.39	TON	CONSTRUCTION MATRL	111.000	376.29	0.00	376.29



LANDFILL HOURS: MONDAY THROUGH FRIDAY 8:00 AM TO 4:00 PM
 SATURDAY 9:00 AM TO 4:00 PM
 SUNDAY 12:00 NOON TO 4:00 PM
 CHARGE CUSTOMERS...DO NOT PAY FROM THIS TICKET. THANK YOU.

NET AMOUNT
376.29
TENDERED
CHANGE
CHECK NO.

NOTE 2: 124 2ND AVENUE
 City Council Agenda Packet - September 10, 2018

SIGNATURE _____

FNSB SOLID WASTE DIVISION
 455 SANDURI STREET
 FAIRBANKS, AK 99701

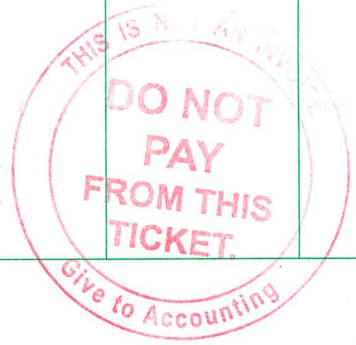
001003 CITY OF FAIRBANKS PO#20120025-
 2121 PEGER ROAD
 FAIRBANKS AK 99709

SITE	TICKET	GRID		WEIGHMASTER	
01	00918982	AREA C		BARB	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
07/26/18	07/26/18	11:05	11:13		
REFERENCE			ORIGIN		
DT-024			FNSB - GENERAL		

Scale 1 Gross Wt. 32940 LB
 Scale 2 Tare Wt. 23160 LB
 Net Weight 9780 LB

Inbound - Charge ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
4.89	TON	CONSTRUCTION MATRL	111.000	542.79	0.00	542.79



LANDFILL HOURS: MONDAY THROUGH FRIDAY 8:00 AM TO 4:00 PM
 SATURDAY 9:00 AM TO 4:00 PM
 SUNDAY 12:00 NOON TO 4:00 PM
 CHARGE CUSTOMERS...DO NOT PAY FROM THIS TICKET. THANK YOU.

NOTE 1: 124 2ND AVENUE
 City Council Agenda Packet - September 10, 2018

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NET AMOUNT
542.79
TENDERED
CHANGE
CHECK NO.

FNSB SOLID WASTE DIVISION
 455 SANDURI STREET
 FAIRBANKS, AK 99701

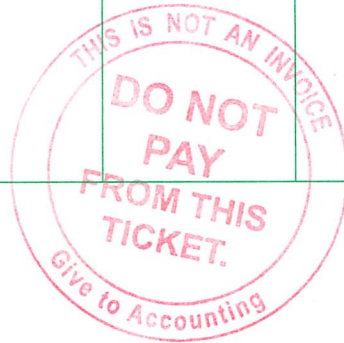
001003 CITY OF FAIRBANKS PO#20120025-
 2121 PEGER ROAD
 FAIRBANKS AK 99709

SITE	TICKET	GRID		WEIGHMASTER	
01	00918993	AREA C		BARB	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
07/26/18	07/26/18	11:29	11:40		
REFERENCE			ORIGIN		
DT-025			FNSB - GENERAL		

Scale 1 Gross Wt. 35840 LB
 Scale 2 Tare Wt. 22980 LB
 Net Weight 12860 LB

Inbound - Charge ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
6.43	TON	CONSTRUCTION MATRL	111.000	713.73	0.00	713.73



LANDFILL HOURS: MONDAY THROUGH FRIDAY 8:00 AM TO 4:00 PM
 SATURDAY 9:00 AM TO 4:00 PM
 SUNDAY 12:00 NOON TO 4:00 PM

CHARGE CUSTOMERS...DO NOT PAY FROM THIS TICKET. THANK YOU.

NOTE 1: 124 2ND AVENUE

City Council Agenda Packet - September 10, 2018

NET AMOUNT
713.73
TENDERED
CHANGE
CHECK NO.

37 of 195

L. Dahl

FNSB SOLID WASTE DIVISION
 455 SANDURI STREET
 FAIRBANKS, AK 99701

001003 CITY OF FAIRBANKS PO#20120025-
 2121 PEGER ROAD
 FAIRBANKS AK 99709

SITE	TICKET	GRID		WEIGHMASTER	
01	00918998	AREA C		BARB	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
07/26/18	07/26/18	11:51	11:59		
REFERENCE			ORIGIN		
DT-024			FNSB - GENERAL		

Scale 1 Gross Wt. 27280 LB
 Scale 2 Tare Wt. 23140 LB
 Net Weight 4140 LB

Inbound - Charge ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
2.07	TON	CONSTRUCTION MATRL	111.000	229.77	0.00	229.77



LANDFILL HOURS: MONDAY THROUGH FRIDAY 8:00 AM TO 4:00 PM
 SATURDAY 9:00 AM TO 4:00 PM
 SUNDAY 12:00 NOON TO 4:00 PM
 CHARGE CUSTOMERS...DO NOT PAY FROM THIS TICKET. THANK YOU.

NOTE 1: 124 2ND AVENUE

City Council Agenda Packet - September 10, 2018

L Barb

NET AMOUNT
229.77
TENDERED
CHANGE
CHECK NO.

FNSB SOLID WASTE DIVISION
 455 SANDURI STREET
 FAIRBANKS, AK 99701

001003 CITY OF FAIRBANKS PO#20120025-
 2121 PEGER ROAD
 FAIRBANKS AK 99709

SITE	TICKET	GRID		WEIGHMASTER	
01	00919020	AREA C		THERESA	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
07/26/18	07/26/18	12:43	12:50		
REFERENCE			ORIGIN		
DT-7			FNSB - GENERAL		

Scale 1 Gross Wt. 26900 LB
 Scale 2 Tare Wt. 21920 LB
 Net Weight 4980 LB

Inbound - Charge ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
2.49	TON	CONSTRUCTION MATRL	111.000	276.39	0.00	276.39



LANDFILL HOURS: MONDAY THROUGH FRIDAY 8:00 AM TO 4:00 PM
 SATURDAY 9:00 AM TO 4:00 PM
 SUNDAY 12:00 NOON TO 4:00 PM

CHARGE CUSTOMERS...DO NOT PAY FROM THIS TICKET. THANK YOU.

NET AMOUNT
276.39
TENDERED
CHANGE
CHECK NO.

124 2nd Avenue

City Council Agenda Packet - September 10, 2018

L. Baird

CITY OF FAIRBANKS

08/09/2018 10:46
amwitt

CITY OF FAIRBANKS
Detail Totals Report

P 1
wmdtlrpt

Work Order	Svc Dept	Req Dept	Act Code	Status	Pri	Requested by	Sched Start	Sched End	Actual Start	Actual End
29181771	FLEET	FLEET	050000	5-In Progr		amwitt			07/25/18	07/31/18
Gen Cat: ABATES	Subj of Svc:		WO Desc: 124 2ND AVE CLEANUP (CREAMERY)			Supv:				
Sub Cat:	Description:		Addl Loc:			Cont:				
	Location:									
	Description:									
Task: 1	Task Description: 124 2ND AVE CLEANUP (CREAMERY)									
Labor			Regular		Actual Other		Total			
19 - BRUNTY, JEFFREY R			Hrs	7.00	0.00		7.00			
			\$	248.16	0.00		248.16			
Total	Employees: 1		Hrs	7.00	0.00		7.00			
			\$	248.16	0.00		248.16			
Overhead							Actual			
BURDEN - LABOR BURDEN RATE							\$	129.96		
Total							\$	129.96		
Task: 1	1		Actual							
			378.12							
Work Order Total:			Actual							
Labor Costs			248.16							
Equipment Costs			0.00							
Inventory Costs			0.00							
Purchased Supplies Costs			0.00							
Outsourcing Costs			0.00							
Overhead Costs			129.96							
Contingency Cost			0.0000							
Total Costs			378.12							
69180119	BLDGS	BLDGS	050000	5-In Progr		amwitt			07/26/18	07/31/18
Gen Cat: ABATES	Subj of Svc:		WO Desc: 124 2ND AVE CLEANUP / VEZEY			Supv:				
Sub Cat:	Description:		Addl Loc:			Cont:				
	Location:									
	Description:									
Task: 1	Task Description: 124 2ND AVE CLEANUP / VEZEY									
Labor			Regular		Actual Other		Total			
39 - COTY, JOSEPH B			Hrs	4.00	0.00		4.00			
			\$	141.90	0.00		141.90			
Total	Employees: 1		Hrs	4.00	0.00		4.00			
			\$	141.90	0.00		141.90			
Overhead							Actual			
BURDEN - LABOR BURDEN RATE							\$	74.31		

CITY OF FAIRBANKS

08/09/2018 10:46
amwitt

CITY OF FAIRBANKS
Detail Totals Report

P 2
wmdtlrpt

Work Order	Svc Dept	Req Dept	Act Code	Status	Pri	Requested by	Sched Start	Sched End	Actual Start	Actual End
Total						\$	74.31			
Task: 1			Actual 216.21							
Work Order Total:			Actual							
Labor Costs			141.90							
Equipment Costs			0.00							
Inventory Costs			0.00							
Purchased Supplies Costs			0.00							
Outsourcing Costs			0.00							
Overhead Costs			74.31							
Contingency Cost			0.0000							
Total Costs			216.21							
89180035	LABOR	LABOR	050000	5-In Progr		amwitt			07/24/18	07/31/18
Gen Cat: ABATES	Subj of Svc:			WO Desc:	124 2ND AVE (CREAMERY) CLEANUP				Supv:	
Sub Cat:	Description:			Addl Loc:					Cont:	
Task: 1	Task Description:	124 2ND AVE (CREAMERY) CLEANUP								
Labor										
			Regular	Actual Other	Total					
222 - PILCHER, SCOTT J		Hrs	10.00	0.00	10.00					
		\$	237.80	0.00	237.80					
223 - SHUMWAY, MCKINLEY H		Hrs	0.00	10.00	10.00					
		\$	0.00	293.51	293.51					
403 - GONZALEZ, OSCAR D		Hrs	4.00	0.00	4.00					
		\$	108.50	0.00	108.50					
639 - STORLIE, JAMES L		Hrs	10.00	0.00	10.00					
		\$	237.80	0.00	237.80					
640 - FRANK, PARKER K		Hrs	4.00	0.00	4.00					
		\$	95.12	0.00	95.12					
Total	Employees: 5	Hrs	28.00	10.00	38.00					
		\$	679.22	293.51	972.73					
Equipment								Actual		
PICKUPL/EQUIP - PICKUP		Hrs			24.00					
		\$			360.00					
CHIPERL/EQUIP - BRUSH CHIPPER		Hrs			10.00					
		\$			400.00					
Total		Hrs			34.00					
		\$			760.00					

CITY OF FAIRBANKS

08/09/2018 10:46
amwitt

CITY OF FAIRBANKS
Detail Totals Report

P 3
wmdtlrpt

Work Order	Svc Dept	Req Dept	Act Code	Status	Pri	Requested by	Sched Start	Sched End	Actual Start	Actual End
							Actual			
Overhead							\$	509.42		
BURDEN - LABOR BURDEN RATE										
Total							\$	509.42		
Task: 1							Actual			
							2,242.15			
Work Order Total:							Actual			
Labor Costs							972.73			
Equipment Costs							760.00			
Inventory Costs							0.00			
Purchased Supplies Costs							0.00			
Outsourcing Costs							0.00			
Overhead Costs							509.42			
Contingency Cost							0.0000			
Total Costs							2,242.15			
99180028	STRTS	STRTS	050000	5-In Progr		amwitt			07/25/18	07/31/18
Gen Cat: ABATES	Subj of Svc:	WO Desc: 124 2ND AVE CLEANUP, VEZEY					Supv:			
Sub Cat:	Description:	Addl Loc:					Cont:			
Task: 1	Task Description: 124 2ND AVE CLEANUP, VEZEY									
Labor			Regular	Actual Other	Total					
64 - GRANT, ERIC B	Hrs	4.00	0.00	4.00						
	\$	141.81	0.00	141.81						
187 - WHEELOCK, MYRLENE D	Hrs	15.00	0.00	15.00						
	\$	484.20	0.00	484.20						
362 - CARLSON, ROBERT L	Hrs	13.00	0.00	13.00						
	\$	390.79	0.00	390.79						
409 - BAUGHER, LYNNETTE D	Hrs	15.00	0.00	15.00						
	\$	450.91	0.00	450.91						
447 - STOLEN, LEONARD L	Hrs	15.00	0.00	15.00						
	\$	450.91	0.00	450.91						
Total	Employees: 5	Hrs	62.00	0.00	62.00					
		\$	1,918.61	0.00	1,918.61					
Equipment					Actual					
DUMPTK/EQUIP - DUMP TRUCK	Hrs			40.00						
	\$			2,800.00						
LOADER/EQUIP - LOADER	Hrs			30.00						
	\$			4,500.00						

CITY OF FAIRBANKS

08/09/2018 10:46
amwitt

CITY OF FAIRBANKS
Detail Totals Report

P 4
wmdtlrpt

Work Order	Svc Dept	Req Dept	Act Code	Status	Pri	Requested by	Sched Start	Sched End	Actual Start	Actual End
EXCAVATOR/EX-01 - EXCAVATOR							Hrs 15.00			
							\$ 750.00			
Total							Hrs 85.00			
							\$ 8,050.00			
Inventory									Actual	
008515 - ABATEMENT DEBRIS TIPPING FEES							\$		4,206.90	
Total							\$		4,206.90	
Outsourcing									Actual	
1838 - INTERIOR TOWING & SALVAGE INC							\$		250.00	
Total							\$		250.00	
Purchased Supplies									Actual	
2219 - HARDWARE FOR BOARDING UP WINDOWS							\$		18.89	
3791 - PLYWOOD, 5/8"							\$		102.18	
Total							\$		121.07	
Overhead									Actual	
BURDEN - LABOR BURDEN RATE							\$		1,004.78	
Total							\$		1,004.78	
Task: 1									Actual	
									15,551.36	
Work Order Total:									Actual	
Labor Costs									1,918.61	
Equipment Costs									8,050.00	
Inventory Costs									4,206.90	
Purchased Supplies Costs									121.07	
Outsourcing Costs									250.00	
Overhead Costs									1,004.78	
Contingency Cost									0.0000	
Total Costs									15,551.36	

** END OF REPORT - Generated by Annie Witt **



CITY OF FAIRBANKS

Office of the City Clerk
800 CUSHMAN STREET
FAIRBANKS, ALASKA 99701-4615
OFFICE: 907-459-6702
FAX: 907-459-6710
dsnider@fairbanks.us

August 21, 2018

Allen Vezey
1216 Range View Drive
North Pole, AK 99705

Certified Letter No. 7112 4369 4680 0485 9481

Re: 124 2nd Avenue
Tax Lots 11, 12, 13, & 16; Block 9, Fairbanks Townsite
Notice of Hearing
Determination of Cleanup Costs and Method of Recovery

Dear Mr. Vezey:

In accordance with the City of Fairbanks Code for the Abatement of Dangerous Buildings, a public hearing will be held on Monday, September 10, 2018, at 6:30 p.m. at the City Council Chambers located at City Hall, 800 Cushman Street, Fairbanks, regarding the cleanup costs for the property located at 124 2nd Avenue.

The purpose of the hearing is for the City Council to hear and pass upon the cost report, along with any objections or protests filed with the City Clerk's Office. The City Council may make corrections or modifications to the report or to the charges before confirming or rejecting. The Council's decision on the matter will be final and conclusive.

The City Council may order that the charge be made a personal obligation of you, the property owner, and/or be made a lien against the property.

If you have any questions regarding this notice of hearing you may contact me at 459-6774.

Sincerely,

A handwritten signature in blue ink that reads "D. Danyielle Snider".

D. Danyielle Snider
Fairbanks City Clerk

Cc: Jim Matherly, City Mayor
Clem Clooten, Building Official
Jeff Jacobson, Public Works Director
Paul Ewers, City Attorney
Abatement file

Encl: City of Fairbanks Abatement Code Chapters 8 and 9

or structure, or purchaser is engaged in the work of repairing, vacating and repairing, or demolishing any such building, pursuant to the provisions of this code, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this code.

CHAPTER 8 PERFORMANCE OF WORK OF REPAIR OR DEMOLITION

SECTION 801 – GENERAL

801.1 Procedure. When any work of repair or demolition is to be done pursuant to Section 701.3, Item 3, of this code, the building official shall issue an order to the director of public works, and the work will be accomplished by city personnel or by private contract under the direction of the director. Plans and specifications may be prepared by the director, or the director may employ such architectural and engineering assistance on a contract basis as deemed reasonably necessary. If any part of the work is to be accomplished by private contract, standard public works contractual procedures will be followed.

801.2 Costs. The cost of such work will be paid from the general fund and may be made from a special assessment against the property involved and/or a personal obligation of the property owner, as the city council shall determine appropriate.

CHAPTER 9 RECOVERY OF COST OF REPAIR OR DEMOLITION

SECTION 901 - ACCOUNT OF EXPENSE, FILING OF REPORT

The director of public works shall keep an itemized account of the expense incurred in the repair or demolition of any building done pursuant to the provisions of Section 701.3, Item 3, of this code. Upon the completion of the work of repair or demolition, the director shall prepare and file with the city clerk a report specifying the work done, the itemized and total cost of the work, a description of the real property upon which the building or structure is or was located, and the names and addresses of the persons entitled to notice pursuant to Section 401.3.

SECTION 902 - NOTICE OF HEARING

Upon receipt of the report, the city clerk shall present it to the city council for consideration. The council shall fix a time, date and place for hearing the report and any protests or objections thereto. The clerk shall publish notice of the hearing once in a newspaper of general circulation in this jurisdiction and shall mail a copy of the notice by certified mail, postage prepaid, addressed to the owner of the property as the owner's name and address appears on the borough's property tax records, if it appears, or as known to the clerk. In addition, the building official shall cause notice of the hearing to be posted upon the property involved. Such notice will be given at least 10 days prior to the date set for the hearing and will specify the day, hour and place when the council will hear and pass upon the director's report, together with any

objections or protests which may be filed as hereinafter provided by any person interested in or affected by the proposed charge.

SECTION 903 - PROTESTS AND OBJECTIONS

Any person interested in or affected by the proposed charge may file written protests or objections with the clerk at any time prior to the time set for the hearing on the report of the director. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of the protest or objection. The clerk shall endorse on every such protest or objection the date of receipt. The clerk shall present such protests or objections to the council at the time set for the hearing, and no other protests or objections will be considered.

SECTION 904 - HEARING OF PROTESTS

Upon the day and hour fixed for the hearing, the council shall hear and pass upon the report of the director, together with any objections or protests. The council may make such revision, correction or modification in the report or the charge as it may deem just; and when the council is satisfied with the correctness of the charge, the report (as submitted or as revised, corrected or modified) together with the charge, will be confirmed or rejected. The decision of the council on the report and the charge, and on all protests or objections, will be final and conclusive.

SECTION 905 - PERSONAL OBLIGATION AND PROPERTY LIEN

905.1 General. The council may order that the charge be made a personal obligation of the property owner and/or a lien against the property.

905.2 Personal Obligation. If the council orders that the charge be a personal obligation of the property owner, it shall direct the city attorney to collect the charge on behalf of the city by use of all appropriate legal remedies.

905.3 Property Lien. If the council orders that the charge be made a lien against the property, it shall direct that the lien be recorded. The lien will be paramount to all other liens except for state and borough property taxes with which it will be upon a parity. The lien will continue until paid in full.

905.4 Interest. All charges imposed by the council remaining unpaid after 30 days from the date of recording will become delinquent and will bear interest at the legal rate from and after that date.

SECTION 906 – CONTEST

Any action to contest the council's action under Sections 904 or 905 must be commenced within 30 days.

COMPLETE THIS SECTION ON DELIVERY	
A. Received by (Please Print Clearly) <i>Allen Vezey</i>	B. Date of Delivery <i>8/24/14</i>
C. Signature <input checked="" type="checkbox"/> <i>Allen Vezey</i>	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
1. Article Addressed to: <i>ALLEN VEZEY 1216 RANGE VIEW DR. NORTH POLE, AK 99705</i>	D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Article Number (Copy from service label)	3. Service Type <input checked="" type="checkbox"/> Certified Mail
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
	7112 4369 4680 0485 9481
PS Form 3811, July 1999	Domestic Return Receipt



CITY OF FAIRBANKS
Notice of Public Hearing

The Fairbanks City Council will hold hearings on Monday, September 10, 2018 beginning at 6:30 p.m. in City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, to determine cleanup costs incurred by the City of Fairbanks for the following properties:

124 2nd Avenue, Fairbanks, Alaska
Lots 11, 12, 13, & 16; Block 9; Fairbanks Townsite

33 Timberland Drive, Fairbanks, Alaska
Lot 6; Block 1; Timberland Subdivision

Protests or objections may be submitted for consideration by the City Council to the City Clerk; protests or objections must contain a property description and the grounds of the protest or objection. If you have any questions please call the Office of the City Clerk at 459-6774.

D. Danyielle Snider, CMC, City Clerk




MEMORANDUM

City Clerk's Office

D. Danyielle Snider, City Clerk

TO: Mayor Jim Matherly and City Council Members

FROM: D. Danyielle Snider, CMC, City Clerk 

SUBJECT: Hearing of Clean-up Costs, 33 Timberland Drive

DATE: September 4, 2018

Attached is a copy of a notice from Building Official Clem Clooten regarding the costs associated with securing and cleaning up the property located at 33 Timberland Drive (Lot 6; Block 1; Timberland Subdivision), Fairbanks, Alaska, owned by Ms. Bernadette O'Driscoll. The clean-up/board-up work was performed on July 26, 2018.

Notice of this hearing has been sent by registered mail to the owner of the property and has been posted on the property by the City Building Official in accordance Section 902 of the 2015 City Abatement Code. Also pursuant to the Code, an advertisement of this public hearing was published in the Fairbanks Daily News Miner on August 31, 2018. As of the date of this memo, no written objections or protests have been filed with the City Clerk's Office.

The City Council is required to hold a public hearing for the purpose of:

- 1) Hearing and passing upon the expense report;
- 2) Considering any written objections or protests to the proposed report;
- 3) Making such revision, correction or modification to the report or to the charges as the City Council may deem just; and
- 4) Determining whether to assign a personal obligation of the property owner and/or to create a lien against the property.

If you have any questions, please contact me at 459-6774.

Thank you.



CITY OF

FAIRBANKS

March 8, 2016

Bernadette O' Driscoll
Curraduff, Camp
Tralee, Kerry, Ireland

Certified Letter #7011 0470 0002 0766 6771

Re: Notice and Order to Abate, 33 Timberland Drive
House Security

Dear Ms. O' Driscoll,

On March 7, 2016, Fairbanks Police Officer Dan Welborn informed the City of Fairbanks Public Works and Building Department that they received an assault call and removed occupants from the above referenced building on March 6, 2016. He requested that the owner be notified to secure the building. I contacted the City of Fairbanks Finance Department to obtain the contact information for this property. In the property file your address was found with no local contact information, this building needs to be secured immediately and Mayor John Eberhart informed me to contact the Mr. Verg Scott, Public Works General Foreman, to have his department secure the building. The securement will be completed by March 8, 2016.

The water and electricity has been disconnected for over 4 years and it lacks ventilation, illumination, sanitary or heating facilities. Therefore this building is considered unfit for human occupancy as stated in Section 301 and 302 of the 2011 City of Fairbanks Code for the Abatement of Dangerous Buildings. A building that is unfit for human occupancy is considered a Dangerous Building and shall be abated. The building is an attractive nuisance to occupy and will continue to be until the conditions change. The building will be posted on March 8, 2016 as a dangerous building and unable to occupy until it is inspected and the corrections are made with a deadline of August 1, 2016 to provide the City of Fairbanks a course of action or a Work Agreement Contract to Repair. If the course of action is not received then the City of Fairbanks will continue with the abatement, demolish the building, remove it and fill in the hole. A lien will be placed on the property for all costs associated with the abatement of the building.

This letter is to notify you that the security of this building will have to be maintained to prevent other people from occupying the building. Provide a name and contact information for someone the City can contact to secure and maintain the property. If the building is not secured, the City of Fairbanks Public Works Department will be directed to secure the building. As the owner of the property a decision will have to be made to either sell the property or obtain the required permits to connect the building to the utilities so it can be occupied again.

Please find enclosed a copy of the Trespass Letter of Consent for you to review, fill out, sign and send it back which will allow the Police Department to arrest people that trespass on the property.

Any person having any record title or legal interest in the building may appeal from the Notice and Order or any action of the building official to the board of appeals provided the appeal is made in writing as provided in the code and filed with the building official within 30 days from the date of service of such notice and order. Failure to appeal will constitute a waiver of all right to an administrative hearing and determination.

If you have any questions contact me at 907-459-6720.

Sincerely,



Clemens M. Clooten
Building Official

Cc: Mayor Eberhart
Jeff Jacobson, Chief of Staff
Paul Ewers, City Attorney
Randall Aragon, Police Chief
Officer Dan Welborn
Verg Scott, General Foreperson
Ms. Catherine Scanlon, 204 Kody Drive, Fairbanks, Alaska 99701
Staff
File

Encl. Copy of Trespass Letter of Consent
Appeals Form
2011 City of Fairbanks Code of Abatement of Dangerous Buildings

PROPERTY CLEANUP/BOARDUP COSTS

**33 TIMBERLAND
GRAEHL SUBDIVISION
OWNER: BERNADETTE ODRISCOLL**

26-Jul-18

Labor	844.05	
Equipment Usage	435.00	
Materials/Rentals/Services	295.82	
<i>Plywood for boardup</i>	203.64	<i>3 sheets from PW stock</i>
<i>Hardware for boardup</i>	92.18	<i>Denali Industrial Supply</i>

1,574.87 TOTAL



ORIGINAL

Purchase Order

Fiscal Year 2018

Page 1 of 2

Fiscal Code C
 Revisions 000
 Fiscal Period 07
 Expiration Date 12/31/2018

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKAGES AND SHIPPING PAPERS.
 Purchase Order # **20182369-000**

B I L L T O

FINANCE DEPARTMENT
 CITY OF FAIRBANKS
 800 CUSHMAN STREET
 FAIRBANKS AK 99701

V E N D O R

2219
 SPENARDS BUILDERS SUPPLY
 POLAR SUPPLY INC.
 PO BOX 99060
 ANCHORAGE AK 99509

S H I P T O

PUBLIC WORKS
 CITY OF FAIRBANKS
 2121 PEGER ROAD
 FAIRBANKS AK 99709

Vendor Phone Number 907-563-5000	Vendor Fax Number 907-562-7001	Requisition Number 50181518	Delivery Reference
-------------------------------------	-----------------------------------	--------------------------------	--------------------

Date Ordered 07/27/2018	Vendor Number 2219	Date Required	Freight Method/Terms	Department/Location 50 - DPW
----------------------------	-----------------------	---------------	----------------------	---------------------------------

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	PO Requisitioner Name: Annie Witt 33 TIMBERLAND BOARDUP: PLYWOOD AND SCREWS 0000-01-15-00-00000-7213	1.0	LS	\$203.64000	\$203.64
					\$203.64

For Accounting Use ONLY!

Invoice Date ____/____/____ Invoice Amount \$ _____

Date invoice will be paid ____/____/____

Sales Tax	
Discount	
Freight	
Order Total	\$203.64

ACCOUNTING COPY

Spenard Builders Supply



EIN # 92-0018778

CUSTOMER COPY

1518

SBS - FAIRBANKS
2460 PHILLIPS ROAD
FAIRBANKS, AK.
(907) 452-5050



99701 * 0 3 0 3 1 2 3 3 5 0 6 *

NUMBER 31233506
* ***INVOICE*** * DATE 7/25/2018

12:07 PM

PAGE 1

ACCOUNT 30-00230310-000

CITY OF FAIRBANKS

800 CUSHMAN STREET
FAIRBANKS AK

99701-4615

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33 TIMBERLAND DR

***WEEKLY MAILOUT**

Tax ID#:

SELLING STORE 30 SHIPPING STORE 30 SALES PERSON 3031 IAN GUCKERT OUR ORDER NO. 2303639-00

CUSTOMER P.O. # TERMS TERMS CODE 3

QUANTITY ORDERED	QUANTITY SHIPPED	U/M	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
4	4	EA	2DF20610	2X6 10FT H2&BTR DOUG FIR	.04MBF 987.71	39.51
2	2	EA	CDX58	5/8" (19/32) CDX PLYWOOD	2EA 34.06	68.12
6	6	EA	2DF20408	2X4 8FT H2&BTR DOUG FIR	.032MBF 1059.94	33.94
1	1	EA	ROF358LL	3-5/8" LEDGERLOK SCREWS 50CT	1EA 45.99	41.39
2	2	EA	20247867	47867 1/4X2 CONST LAG SCR 50EA	2EA 11.49	20.68

BOARD UP J.C.

WEEKLY MAILOUTS AND ANY JOBS

Deliver by: 7/25/2018

WEIGHT	NET SALE	TAXABLE SALE	TAX %	TAX	TOTAL
# 253	203.64	203.64	.00	54 of 195	203.64

Order By: JOSEPH COTY

CUSTOMER SIGNATURE X

City Council Agenda Packet - September 10, 2018



ORIGINAL

Purchase Order

Fiscal Year 2018

Page 1 of 2

Fiscal Code C
 Revisions 000
 Fiscal Period 07
 Expiration Date 12/31/2018

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.
 Purchase Order # **20182357-000**

OFFICE

FINANCE DEPARTMENT
 CITY OF FAIRBANKS
 800 CUSHMAN STREET
 FAIRBANKS AK 99701

ROOM

1450
 DENALI INDUSTRIAL SUPPLY, INC
 PO BOX 60129
 FAIRBANKS AK 99706-0129

SHIP TO

PUBLIC WORKS
 CITY OF FAIRBANKS
 2121 PEGER ROAD
 FAIRBANKS AK 99709

Vendor Phone Number 907-452-4524		Vendor Fax Number 907-452-4577		Requisition Number 50181519		Delivery Reference	
Date Ordered 07/27/2018	Vendor Number 1450	Date Required	Freight Method/Terms		Department/Location 50 - DPW		

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	PO Requisitioner Name: Annie Witt 33 TIMBERLAND BOARDUP PROJECT: HARDWARE - SCREWS, ANCHORS, BITS 0000-01-15-00-00000-7213	1.0	LS	\$92.18000	\$92.18
					\$92.18

For Accounting Use ONLY!

Invoice Date ____/____/____ Invoice Amount \$ _____

Date invoice will be paid ____/____/____

Sales Tax	
Discount	
Freight	
Order Total	\$92.18

ACCOUNTING COPY



1499 VAN HORN ROAD
 FAIRBANKS, AK 99701
 USA
 (907) 452-4524 - Fax: (907) 455-5888

Fasteners and much, much More
 Alaskan Owned and Operated

INVOICE		
REMIT PAYMENT TO: 1499 VAN HORN ROAD FAIRBANKS, ALASKA 99701-7421		
DATE	INVOICE NO.	PAGE
07-25-18	937398	1 of 1
PURCHASE ORDER / JOB REFERENCE		
1450 33 TIMBERLAND DR		

BILL TO: CITY

CITY OF FBKS-PUBLIC WORKS
 800 CUSHMAN STREET
 FAIRBANKS, AK 99701-4615

SHIP TO:

CITY OF FBKS-PUBLIC WORKS
 800 CUSHMAN STREET
 FAIRBANKS, AK 99701-4615
 Attn:

1519.

ORDER DATE	ORDER #	SALESPERSON	PAYMENT TERMS	FOB				
07-25-18	937398	CLINT TROSPER	NET 30					
#	ORDERED	SHIPPED	QTY BO	PRODUCT	UNIT	PRICE	PER	TOTAL
1	100	100	0	ZAMAC NAILIN MUSHROOM HEAD 1/4x1-1/4 Product Code: RAW2814	EA	\$20.45	C	\$20.45
2	100	100	0	SPLIT DRIVE ANCHOR FLAT HEAD 1/4 x 2-1/2 Product Code: DFS3302	EA	\$22.75	C	\$22.75
3	2	2	0	SDS PLUS CARBIDE BIT 1/4 x 6 Product Code: MIL48207431	EA	\$4.50	EA	\$9.00
4	2	2	0	SDS PLUS CARBIDE BIT 1/4 x 11 Product Code: MIL48207434	EA	\$18.48	EA	\$36.96
5	7	7	0	ZAMAC NAILIN MUSHROOM HEAD 1/4x3 Product Code: RAW2804	EA	\$43.20	C	\$3.02
<p>BOARD UP gc</p>								
SHIP DATE	SHIPPED VIA	TRACKING #	# PKGS	WEIGHT	SUB TOTAL			
				lbs	\$92.18		SALES TAX \$0.00	
<p>Received By: X</p>					SHIPPING		\$0.00	
					INVOICE TOTAL		\$92.18	

CITY OF FAIRBANKS

08/09/2018 11:32
amwitt

CITY OF FAIRBANKS
Detail Totals Report

P 1
wmdtlrpt

Work Order	Svc Dept	Req Dept	Act Code	Status	Pri	Requested by	Sched Start	Sched End	Actual Start	Actual End
29181773	FLEET	FLEET	050000	5-In Progr		amwitt			07/26/18	07/26/18
Gen Cat: ABATES	Subj of Svc: Description:		WO Desc: 33 TIMBERLAND, BOARDUP				Supv:			
Sub Cat:	Location: Description:		Addl Loc:				Cont:			
Task: 1	Task Description: 33 TIMBERLAND, BOARDUP									
Labor			Regular		Actual Other		Total			
19 - BRUNTY, JEFFREY R			Hrs	3.00	0.00		3.00			
			\$	106.36	0.00		106.36			
Total	Employees: 1		Hrs	3.00	0.00		3.00			
			\$	106.36	0.00		106.36			
Overhead							Actual			
BURDEN - LABOR BURDEN RATE							\$	55.70		
Total							\$	55.70		
Task: 1			Actual							
			162.05							
Work Order Total:			Actual							
Labor Costs			106.36							
Equipment Costs			0.00							
Inventory Costs			0.00							
Purchased Supplies Costs			0.00							
Outsourcing Costs			0.00							
Overhead Costs			55.70							
Contingency Cost			0.0000							
Total Costs			162.05							
69180120	BLDGS	BLDGS	050000	5-In Progr		amwitt			07/26/18	07/26/18
Gen Cat: ABATES	Subj of Svc: Description:		WO Desc: 33 TIMBERLAND, BOARDUP/CLEANUP				Supv:			
Sub Cat:	Location: Description:		Addl Loc:				Cont:			
Task: 1	Task Description: 33 TIMBERLAND, BOARDUP/CLEANUP									
Labor			Regular		Actual Other		Total			
39 - COTY, JOSEPH B			Hrs	4.00	0.00		4.00			
			\$	141.90	0.00		141.90			
Total	Employees: 1		Hrs	4.00	0.00		4.00			
			\$	141.90	0.00		141.90			
Overhead							Actual			
BURDEN - LABOR BURDEN RATE							\$	74.31		

CITY OF FAIRBANKS

08/09/2018 11:32
amwitt

CITY OF FAIRBANKS
Detail Totals Report

P 2
wmdtlrpt

Work Order	Svc Dept	Req Dept	Act Code	Status	Pri	Requested by	Sched Start	Sched End	Actual Start	Actual End
Total						\$	74.31			
Task: 1			Actual 216.21							
Work Order Total:			Actual							
Labor Costs			141.90							
Equipment Costs			0.00							
Inventory Costs			0.00							
Purchased Supplies Costs			0.00							
Outsourcing Costs			0.00							
Overhead Costs			74.31							
Contingency Cost			0.0000							
Total Costs			216.21							
89180036	LABOR	LABOR	050001	5-In Progr		amwitt			07/25/18	07/26/18
Gen Cat: SPECIA	Subj of Svc:			WO Desc: 33		TIMBERLAND, BOARDUP			Supv:	
Sub Cat:	Description:			Addl Loc:					Cont:	
Task: 1	Task Description:									
Labor										
			Regular	Actual	Other	Total				
403 - GONZALEZ, OSCAR D			Hrs 4.00	0.00		4.00				
			\$ 108.50	0.00		108.50				
640 - FRANK, PARKER K			Hrs 4.00	0.00		4.00				
			\$ 95.12	0.00		95.12				
Total	Employees: 2		Hrs 8.00	0.00		8.00				
			\$ 203.62	0.00		203.62				
Equipment							Actual			
PICKUPL/EQUIP - PICKUP						Hrs 4.00				
						\$ 60.00				
Total						Hrs 4.00				
						\$ 60.00				
Purchased Supplies							Actual			
1450 - HARDWARE-ANCHORS-BITS-SCREWS FOR BOARDING UP						\$ 92.18				
2419 - PLYWOOD & SCREWS FOR BOARDING UP WINDOWS						\$ 203.64				
Total						\$ 295.82				
Overhead							Actual			
BURDEN - LABOR BURDEN RATE						\$ 106.64				
Total						\$ 106.64				

CITY OF FAIRBANKS

08/09/2018 11:32
amwitt

CITY OF FAIRBANKS
Detail Totals Report

P 3
wmdtlrpt

Work Order	Svc Dept	Req Dept	Act Code	Status	Pri	Requested by	Sched Start	Sched End	Actual Start	Actual End
------------	----------	----------	----------	--------	-----	--------------	-------------	-----------	--------------	------------

Task: 1
Actual
666.08

Work Order Total:
 Labor Costs 203.62
 Equipment Costs 60.00
 Inventory Costs 0.00
 Purchased Supplies Costs 295.82
 Outsourcing Costs 0.00
 Overhead Costs 106.64
 Contingency Cost 0.0000
 Total Costs 666.08

[99180029](#) STRTS STRTS 050001 5-In Progr amwitt 07/25/18 07/26/18

Gen Cat: SPECIA Subj of Svc: WO Desc: 33 TIMBERLAND, BOARDUP Supv:
 Description:
 Sub Cat: Location: Addl Loc: Cont:
 Description:

Task: 1	Task Description: 33 TIMBERLAND, BOARDUP		Regular	Actual Other	Total
Labor					
64 - GRANT, ERIC B		Hrs	2.00	0.00	2.00
		\$	70.90	0.00	70.90
187 - WHEELOCK, MYRLENE D		Hrs	0.50	0.00	0.50
		\$	16.14	0.00	16.14
447 - STOLEN, LEONARD L		Hrs	0.50	0.00	0.50
		\$	15.03	0.00	15.03
Total	Employees: 3	Hrs	3.00	0.00	3.00
		\$	102.07	0.00	102.07

Equipment		Actual
LOADER/EQUIP - LOADER	Hrs	2.50
	\$	375.00
Total	Hrs	2.50
	\$	375.00

Overhead		Actual
BURDEN - LABOR BURDEN RATE	\$	53.46
Total	\$	53.46

Task: 1
Actual
530.53

CITY OF FAIRBANKS

08/09/2018 11:32
amwitt

CITY OF FAIRBANKS
Detail Totals Report

P 4
wmdtlrpt

Work Order	Svc Dept	Req Dept	Act Code	Status	Pri	Requested by	Sched Start	Sched End	Actual Start	Actual End
Work Order Total:			Actual							
Labor Costs			102.07							
Equipment Costs			375.00							
Inventory Costs			0.00							
Purchased Supplies Costs			0.00							
Outsourcing Costs			0.00							
Overhead Costs			53.46							
Contingency Cost			0.0000							
Total Costs			530.53							

** END OF REPORT - Generated by Annie Witt **



CITY OF FAIRBANKS

Office of the City Clerk
800 CUSHMAN STREET
FAIRBANKS, ALASKA 99701-4615
OFFICE: 907-459-6702
FAX: 907-459-6710
dsnider@fairbanks.us

August 21, 2018

Bernadette O'Driscoll
Curraduff Camp
Tralee, County Kerry
Ireland

Certified Letter No. 7112 4369 4680 0485 9467

Re: 33 Timberland Drive
Tax Lot 6, Block 1, Timberland Subdivision
Notice of Hearing
Determination of Cleanup Costs and Method of Recovery

Dear Ms. O'Driscoll:

In accordance with the City of Fairbanks Code for the Abatement of Dangerous Buildings, a public hearing will be held on Monday, September 10, 2018, at 6:30 p.m. at the City Council Chambers located at City Hall, 800 Cushman Street, Fairbanks, regarding the cleanup costs for the property located at 33 Timberland Drive.

The purpose of the hearing is for the City Council to hear and pass upon the cost report, along with any objections or protests filed with the City Clerk's Office. The City Council may make corrections or modifications to the report or to the charges before confirming or rejecting. The Council's decision on the matter will be final and conclusive.

The City Council may order that the charge be made a personal obligation of you, the property owner, and/or be made a lien against the property.

If you have any questions regarding this notice of hearing you may contact me at 459-6774.

Sincerely,

A handwritten signature in blue ink that reads "D. Danyielle Snider".

D. Danyielle Snider
Fairbanks City Clerk

Cc: Jim Matherly, City Mayor
Clem Clooten, Building Official
Jeff Jacobson, Public Works Director
Paul Ewers, City Attorney
Abatement file

Encl: City of Fairbanks Abatement Code Chapters 8 and 9

or structure, or purchaser is engaged in the work of repairing, vacating and repairing, or demolishing any such building, pursuant to the provisions of this code, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this code.

CHAPTER 8 PERFORMANCE OF WORK OF REPAIR OR DEMOLITION

SECTION 801 – GENERAL

801.1 Procedure. When any work of repair or demolition is to be done pursuant to Section 701.3, Item 3, of this code, the building official shall issue an order to the director of public works, and the work will be accomplished by city personnel or by private contract under the direction of the director. Plans and specifications may be prepared by the director, or the director may employ such architectural and engineering assistance on a contract basis as deemed reasonably necessary. If any part of the work is to be accomplished by private contract, standard public works contractual procedures will be followed.

801.2 Costs. The cost of such work will be paid from the general fund and may be made from a special assessment against the property involved and/or a personal obligation of the property owner, as the city council shall determine appropriate.

CHAPTER 9 RECOVERY OF COST OF REPAIR OR DEMOLITION

SECTION 901 - ACCOUNT OF EXPENSE, FILING OF REPORT

The director of public works shall keep an itemized account of the expense incurred in the repair or demolition of any building done pursuant to the provisions of Section 701.3, Item 3, of this code. Upon the completion of the work of repair or demolition, the director shall prepare and file with the city clerk a report specifying the work done, the itemized and total cost of the work, a description of the real property upon which the building or structure is or was located, and the names and addresses of the persons entitled to notice pursuant to Section 401.3.

SECTION 902 - NOTICE OF HEARING

Upon receipt of the report, the city clerk shall present it to the city council for consideration. The council shall fix a time, date and place for hearing the report and any protests or objections thereto. The clerk shall publish notice of the hearing once in a newspaper of general circulation in this jurisdiction and shall mail a copy of the notice by certified mail, postage prepaid, addressed to the owner of the property as the owner's name and address appears on the borough's property tax records, if it appears, or as known to the clerk. In addition, the building official shall cause notice of the hearing to be posted upon the property involved. Such notice will be given at least 10 days prior to the date set for the hearing and will specify the day, hour and place when the council will hear and pass upon the director's report, together with any

objections or protests which may be filed as hereinafter provided by any person interested in or affected by the proposed charge.

SECTION 903 - PROTESTS AND OBJECTIONS

Any person interested in or affected by the proposed charge may file written protests or objections with the clerk at any time prior to the time set for the hearing on the report of the director. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of the protest or objection. The clerk shall endorse on every such protest or objection the date of receipt. The clerk shall present such protests or objections to the council at the time set for the hearing, and no other protests or objections will be considered.

SECTION 904 - HEARING OF PROTESTS

Upon the day and hour fixed for the hearing, the council shall hear and pass upon the report of the director, together with any objections or protests. The council may make such revision, correction or modification in the report or the charge as it may deem just; and when the council is satisfied with the correctness of the charge, the report (as submitted or as revised, corrected or modified) together with the charge, will be confirmed or rejected. The decision of the council on the report and the charge, and on all protests or objections, will be final and conclusive.

SECTION 905 - PERSONAL OBLIGATION AND PROPERTY LIEN

905.1 General. The council may order that the charge be made a personal obligation of the property owner and/or a lien against the property.

905.2 Personal Obligation. If the council orders that the charge be a personal obligation of the property owner, it shall direct the city attorney to collect the charge on behalf of the city by use of all appropriate legal remedies.

905.3 Property Lien. If the council orders that the charge be made a lien against the property, it shall direct that the lien be recorded. The lien will be paramount to all other liens except for state and borough property taxes with which it will be upon a parity. The lien will continue until paid in full.

905.4 Interest. All charges imposed by the council remaining unpaid after 30 days from the date of recording will become delinquent and will bear interest at the legal rate from and after that date.

SECTION 906 – CONTEST

Any action to contest the council's action under Sections 904 or 905 must be commenced within 30 days.

RE 111 627 567 US

Date Stamp

To Be Completed By Post Office	Postage \$	Extra Services & Fees (continued)
	Extra Services & Fees	<input type="checkbox"/> Signature Confirmation
	<input type="checkbox"/> Registered Mail \$	<input type="checkbox"/> Signature Confirmation Restricted Delivery \$
	<input type="checkbox"/> Return Receipt (hardcopy) \$ 2.15	<input type="checkbox"/> Signature Confirmation Restricted Delivery \$
<input type="checkbox"/> Return Receipt (electronic) \$ 15.50	Total Postage & Fees	
<input type="checkbox"/> Restricted Delivery \$	\$	
Customer Must Declare Full Value \$ 0.00	Received by	Domestic Insurance up to \$50,000 is included based upon the declared value. International Indemnity is limited. (See Reverse).
\$ 0.00		



OFFICIAL USE

To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	FROM	CITY OF FAIRBANKS
		OFFICE OF THE CITY CLERK
		800 CUSHMAN STREET
		FAIRBANKS, AK 99701
		BERNADETTE O'DRISCOLL
	TO	CURRADUFF CAMP
		TRALEE, COUNTY KERRY
		IRELAND

PS Form 3806, Registered Mail Receipt
 April 2015, PSN 7530-02-000-9051
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CITY OF FAIRBANKS

Notice of Public Hearing

The Fairbanks City Council will hold hearings on Monday, September 10, 2018 beginning at 6:30 p.m. in City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, to determine cleanup costs incurred by the City of Fairbanks for the following properties:

124 2nd Avenue, Fairbanks, Alaska
Lots 11, 12, 13, & 16; Block 9; Fairbanks Townsite

33 Timberland Drive, Fairbanks, Alaska
Lot 6; Block 1; Timberland Subdivision

Protests or objections may be submitted for consideration by the City Council to the City Clerk; protests or objections must contain a property description and the grounds of the protest or objection. If you have any questions please call the Office of the City Clerk at 459-6774.

D. Danyielle Snider, CMC, City Clerk

ORDINANCE NO. 6080, AS AMENDED

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE
CHAPTER 42, LABOR RELATIONS AND NEGOTIATIONS**

WHEREAS, certain sections of the current Chapter 42 of the Fairbanks General Code have become outdated, certain sections require amendment, and reorganization of the chapter is needed.

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

SECTION 1. That Fairbanks General Code Chapter 42, Labor Relations and Negotiations, is hereby amended by repeal and reenactment as follows:

Sec. 42-1. Labor relations.

(a) The mayor shall have the basic responsibility for labor relations as set forth in this chapter. The mayor will be the lead spokesperson for the city in negotiations with employee organizations representing city employees for the purpose of negotiating collective bargaining agreements as to wages, benefits, and terms and conditions of employment. The mayor may designate an alternate spokesperson.

(b) The city council may select a different lead spokesperson for labor negotiations. The council also may delegate a qualified individual to be a member of the city's negotiating team without negating the authority of the mayor to act as the lead spokesperson for negotiations.

(c) All substantive labor negotiations shall be conducted in open sessions.

(d) The city's basic goal in labor negotiations will be to treat city employees in a similar manner, as much as is appropriate, and to pay similar wages for similar work.

(e) The mayor will look for a common policy on boiler plate language which will be consistent in all contracts.

(f) The city council is committed to the following goals:

1. Rewarding superior employees with merit pay increases in lieu of increases based solely on longevity.
2. Fair and reasonable deductibles in medical insurance.
3. Limiting personal leave to reasonable levels.

4. Consistency between bargaining units, as well as between union and non-union employees.
5. Negotiating contracts with annual wage and benefit reopeners if future sources of funding are not identified and secured.
6. Seeking to eliminate terms with complex pay premiums, work rules that reduce productivity, or other terms that impede accountability.

(g) The provisions of FGC Sec. 50-83 regarding the one-year ineligibility period for employment of former city council members must be included in all collective bargaining agreements.

(h) All collective bargaining agreements must be ratified by an ordinance enacted by the city council. Amendments to labor contracts negotiated during the life of the contract are not effective until approved by council ordinance.

Sec. 42-2. Labor negotiations.

(a) The city negotiating team shall be solely embodied to negotiate on behalf of the city. Individual members of the city council shall not enter into separate negotiations with any union representative or union member. From the date of the mayor's transmittal as provided for in section 42-2(b)(1) until ratification of a collective bargaining agreement, all communication from the union regarding issues in negotiations, both written and oral, must be addressed to members of the city's negotiating team and not to individual council members.

(b) Labor negotiations will be conducted in the following manner:

1. At least one month prior to the start of negotiations for a replacement collective bargaining agreement (CBA), the mayor shall present a copy of the expiring CBA to the council, along with proposed terms for the replacement agreement.
2. The mayor shall provide to the council detailed cost estimates, prepared by the chief financial officer, for all economic proposals.
3. The council shall meet and discuss the proposals for the replacement CBA. The council shall provide discernable direction to the negotiating team concerning strategies, goals, and objectives and provide discernable monetary limits for economic proposals.
4. The mayor will commence negotiations and, if possible, reach tentative agreements on economic and non-economic bargaining proposals. The mayor will provide the council with periodic reports on the status of negotiations and on contract terms proposed by union negotiators and on offers or counter-offers contemplated by the city's negotiators.

5. The mayor may not offer or tentatively agree to any economic proposal that substantially deviates from the monetary limits provided by the council without seeking further guidance from the council. The mayor must provide the council with updated cost estimates, prepared by the chief financial officer, when seeking further guidance from the council on economic proposals.
6. Before an ordinance ratifying a CBA is introduced, a comprehensive list of the proposed changes to the CBA, along with the CFO's fiscal note for the contract's duration, will be given to the council for review. **Multiyear contracts must be in compliance with Sec. 2-655 of city code.**

Sec. 42-3. Retroactive pay.

It is the policy of the city not to pay retroactive pay in one fiscal year for a previous fiscal year. If the city is negotiating a contract which would call for retroactive pay, and if negotiations will not be completed in the fiscal year in which they were begun, and if it appears approval of the contract will not happen until the next fiscal year, the parties will negotiate a separate agreement on retroactive pay and submit it to the city council no later than the second to the last meeting of the year. If the city council does not approve retroactive pay before the end of the fiscal year, no retroactive pay will be paid for that fiscal year.

Sec. 42-4. Employee bulletin board posting.

The city will provide space on bulletin boards located in employee work areas to be used by the employees for posting notices pertaining to recreational and social activities, results of union elections, union meeting notices, legislative or city council enactments and judicial decisions affecting public employee labor relations. Materials which are obscene, defamatory or which impair the operations of the city or which constitute partisan political campaign material will not be posted.

Section 2. That the effective date of this Ordinance shall be the ___ day of September 2018.

Jim Matherly, City Mayor

AYES:
 NAYS:
 ABSENT:
 ADOPTED:

ATTEST:

APPROVED AS TO FORM:

 D. Danyielle Snider, CMC, City Clerk

 Paul Ewers, City Attorney

Chapter 42 - LABOR RELATIONS AND NEGOTIATIONS
(as currently written)

Sec. 42-1. - Labor relations.

The mayor shall have the basic responsibility for the labor relations as set forth in this chapter, unless the council by majority vote selects a different spokesperson. The spokesperson specifically shall:

- (1)
 - a. Have the authority to negotiate with representatives of employee organizations representing city employees for the purpose of arriving at collective bargaining agreements as to wages, hours and terms or conditions of employment. The council by majority vote may delegate a qualified individual to be a member of the negotiating team without negating the authority of the mayor to act as sole spokesperson for negotiations, provided that the mayor may designate an alternate. The mayor shall present any such agreements as may be negotiated to the city council, along with an explanation and cost analysis, and any such agreements shall not be effective unless and until approved by ordinance of the city council. In negotiating contracts, the mayor will use provisions of the personnel program, unless directed otherwise, as guidelines to be achieved. The basic goal will be to treat city employees in a similar manner as much as appropriate, and to pay similar wages for similar work.
 - b. Any amendments to a labor contract negotiated during the life of the contract shall not be effective unless and until approved by ordinance of the city council. The mayor shall convey the proposed amendment to the city council with explanation and cost analysis for the city council's consideration.
- (2) Conduct labor negotiations in a manner as follows:
 - a. Prior to negotiations for a replacement bargaining agreement (or any part of an agreement), or at any time as the city is under a lawful obligation to bargain economic terms of employment, the mayor shall present to the city council a copy of the expired collective bargaining agreement, where applicable, and a proposed replacement agreement.
 - b. The proposed replacement agreement shall be presented to the city council at least one month prior to the commencement of negotiations. The city council shall meet and discuss the replacement agreement and shall provide discernible direction to the mayor concerning strategies, goals, objectives, etc.
 - c. The city council shall review and identify noneconomic bargaining items upon which the mayor may commence negotiations and reach tentative agreement. The city council shall review and identify economic bargaining items upon which the mayor may commence negotiations; however, the mayor shall make no tentative agreement to any economic proposal which substantially deviates from the city council's approval prior to receiving further approval.
 - d. The mayor shall provide the city council with periodic information reports which shall describe the status of pending negotiations.
 - e. Upon completion of negotiations, the mayor shall, where applicable, present to the city council for ratification all tentatively agreed upon provisions in the replacement bargaining agreement.
 - f. The provisions of section 50-83 regarding the one-year period of ineligibility for the employment of former city councilmembers shall be included in all collective bargaining agreements.
 - g. The mayor shall look for a common policy on boiler plate language which will be consistent in each contract. This completed document shall be submitted to the different labor organizations and city council for review. A meeting shall be scheduled with all parties to establish a procedure for incorporation of the language into the contracts.
 - h. In preparing for negotiations, the mayor shall incorporate compensation data from the public and private sector.

- i. The mayor shall negotiate a competitive wages and benefits package. Wages and benefits which are found to be above average shall be frozen until such time as wages and benefits have fallen below average.
- j. All substantive labor negotiations shall be negotiated in open sessions.
- k. Not more than three on-duty union member employees may take part in negotiations.
- l. Individual members of the city council shall not enter into separate negotiations with any union representative or member. From the date of the mayor's transmittal as provided in subsection (2)b. until the ratification of the ordinance, all communication regarding issues in negotiation, both written and oral, from the union should be addressed to members of the city's negotiating team and not to individual council members.
- m. The city negotiating team shall be solely embodied to negotiate on behalf of the city council.
- n. The city council remains committed to the following goals during the negotiating process:
 - 1. Reward superior employees with merit pay increases in lieu of increases based solely on longevity.
 - 2. Fair and reasonable deductibles in medical insurance.
 - 3. Analyze possible alternatives to the state public employees retirement system plan.
 - 4. Limiting personal leave to reasonable levels.
 - 5. Consistency between bargaining units, as well as between union and non-union employees.
 - 6. Negotiate contracts with annual wage and benefit reopeners if future sources of funding are not secured.
 - 7. Seek to eliminate terms with complex pay premiums, work rules that reduce productivity, or other terms that impede accountability.

Sec. 42-2. - Health and medical program.

- (a) The mayor shall submit to the city council a health and medical program for the city employees; except that city officials elected (or filling elected positions by appointment) on or after October 6, 1987, shall not be covered by any city health or medical coverage unless the official began participation in the health and medical plan as an elected official before October 6, 1987, and has not in the case of reelection had a break in elected service. Such a program shall be adopted by resolution of the city council. The mayor will review the health and medical program each year and submit his recommendations to the city council.
- (b) Elected city officials (or those filling elected positions by appointment) who are not eligible for health and medical coverage under subsection (a) of this section may elect during the time of service as a city official to be part of the group health and medical program if they pay the city the average cost per employee per month for all periods of participation in the program.
- (c) Negotiated contracts shall contain a provision indicating whether employees covered by the contract shall be members of the city health and medical program or another program.

Sec. 42-3. - Retroactive pay from one fiscal year to a previous fiscal year.

It shall be the policy of the city not to pay retroactive pay from one fiscal year to a previous fiscal year. If the city is negotiating a contract with an employee group which would call for retroactive pay, and negotiations will not be completed in the fiscal year in which they were begun, and it appears approval of the contract will be achieved so that it would require payment of retroactive pay to a previous fiscal year, the parties to the negotiations will negotiate a separate agreement on retroactive pay in time to submit that agreement to the city council at a regular meeting prior to the end of the fiscal year in which negotiations were begun. If the city council does not approve retroactive pay before the end of the fiscal year, no retroactive pay will be paid for that fiscal year.

Sec. 42-4. - Training.

City employees, before being allowed to participate in training at city expense other than on-the-job training at city locations, shall be required to sign an agreement providing that they will not voluntarily resign from employment for a period of at least one year from the date training is completed. The agreement shall further provide that if an employee does resign within one year of completion of training, he shall repay the city its costs for such training as well as all wages and per diem paid him during such training on a pro rata basis of 1/12 per month of each remaining month of the yearly per diem subsequent to the training.

Sec. 42-5. - Employee bulletin board posting.

The city will provide space on bulletin boards located in employee work areas to be used by the employees. The employees may use these boards for the posting of notices pertaining to recreational and social activities, results of union elections, union meeting notices, legislative or city council enactments and judicial decisions affecting public employee labor relations. Materials which are obscene, defamatory or which impair the operations of the city or which constitute partisan political campaign material shall not be posted.

Introduced by: Mayor Matherly and
All City Council Members
Finance Committee Review: September 4, 2018
Introduced Date: September 10, 2018

RESOLUTION NO. 4843

**A RESOLUTION AUTHORIZING DEPUTY CHIEF JOHNSON TO
RETAIN HIS RETENTION BONUS RECEIVED IN DECEMBER 2017**

WHEREAS, the City of Fairbanks operates the Fairbanks Police Department (FPD), providing services 24 hours a day, 365 days a year; and

WHEREAS, the Fairbanks Police Department is the agency having jurisdiction for all crimes reported in the City and provides law enforcement response for the City; and

WHEREAS, Resolution No. 4817 dated December 1, 2017 provided bonuses to individuals working for the PD with the understanding that those who received the bonus would remain employed with the City through December 31, 2018; and

WHEREAS, Deputy Chief Johnson received the bonus but is now retiring prior to the end of the year; he is required to return the bonus of \$3,300.

NOW, THEREFORE, BE IT RESOLVED by the City Council that to show the appreciation of 25 years of dedicated service, the City waives the requirement that Deputy Chief Johnson must return the bonus money and wishes him a happy retirement.

PASSED and APPROVED this 10th day of September 2018.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

ORDINANCE NO. 6082

**AN ORDINANCE RATIFYING A LABOR AGREEMENT
BETWEEN THE CITY OF FAIRBANKS AND THE
FAIRBANKS FIREFIGHTERS UNION, IAFF LOCAL 1324**

WHEREAS, the City of Fairbanks and the Fairbanks Firefighters Union have been operating under the terms of the 2017-2019 Collective Bargaining Agreement; and

WHEREAS, a decision by the City Council in December 2017 to non-fund the monetary terms of the second and third years of the contract caused the City and the Union to reenter labor negotiations; and

WHEREAS, the City Administration and the Fairbanks Firefighters Union have reached tentative agreement on terms for a replacement contract.

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

Section 1. That the attached Collective Bargaining Agreement is hereby ratified by the City Council.

Section 2. That the City's 2018 operating budget will be amended to include the increased expenditures as reflected in the attached fiscal note.

Section 3. That this ordinance shall become effective the ____ Day of September 2018.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

**City of Fairbanks
Fiscal Note
One-Year Wage increase of 2.3%; Remove Three Captains; Add Three Firefighters**

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>TOTAL</u>
2.3% Health & Wages	\$ 112,547.85	\$ 112,547.85	\$ 112,547.85	\$ 337,643.55
		-	-	-
Total 2.3% annual CPE increase over three years	<u>112,547.85</u>	<u>112,547.85</u>	<u>112,547.85</u>	<u>337,643.55</u>
Acting CO (3 drivers per year)	13,596.57	13,596.57	13,596.57	40,789.72
				-
Less Three Captains	(443,601.55)	(443,601.55)	(443,601.55)	(1,330,804.64)
Add Three Firefighters II	372,752.22	372,752.22	372,752.22	1,118,256.65
				-
Less City Union Match	-	-	-	-
Total staffing changes and union match	<u>(57,252.76)</u>	<u>(57,252.76)</u>	<u>(57,252.76)</u>	<u>(171,758.27)</u>
General Fund Budget Increase	<u>\$ 55,295.09</u>	<u>\$ 55,295.09</u>	<u>\$ 55,295.09</u>	<u>\$ 165,885.28</u>

Increase over current budget	0.93%	0.93%	0.93%	2.78%
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF FAIRBANKS

AND

**FAIRBANKS FIREFIGHTERS UNION
IAFF LOCAL 1324**

2018 – 2021

Collective Bargaining Agreement
City of Fairbanks - FFU
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ARTICLE 1: GENERAL

1.1 Effective Date

This Agreement shall become effective **October 1 2018**, and shall remain in effect for three years.

1.2 Renewal Agreement

Either party desiring to negotiate a renewal of this Agreement shall notify the other party, in writing, at a reasonable time before the contract expires. Upon receipt of such notice, negotiations shall begin within 30 days, unless otherwise agreed between the parties.

Within 60 days of the termination date of this agreement, upon mutual consent, the parties may elect to continue the current contract for a set period, with the same pay scale increase as the prior year.

If the City votes in a manner that purports not to fully fund any term of this agreement during any year of this contract or any renewal year of this contract-

Articles that have been non-funded shall be deemed immediately reopened for negotiations

1. Any other article that both parties agree to may be opened for negotiations
2. The following provisions will no longer be in effect until funding is authorized or a new contract is signed.
 - a. 6.12 Internships will be suspended
 - b. 6.1.A Work Schedule – Consecutive shift limit will return to previous contract language
 - c. 16.2 H #2-5 – Pro-Pays – Acting CO will be suspended

1.3 Binding Conditions

If the termination date of this Agreement shall occur during the course of negotiations for a renewal of the Agreement, the terms and conditions of this Agreement shall be binding upon the parties until the renewal Agreement is negotiated and executed by the parties.

1.4 Negotiations

A maximum of three Union negotiators shall be permitted to attend and participate in negotiations during their normal workday without loss of compensation and without interruption, except for emergency response. One negotiator for the Union, when

attending on duty, shall not be included in minimum staffing and shall be relieved of duty during negotiation sessions.

1.5 Impasse at Collective Bargaining

If an impasse or deadlock is reached in collective bargaining, both parties agree to participate in mediation and binding arbitration according to applicable State law.

1.6 Retroactivity

Should any retroactive payments be negotiated as a part of this Agreement, such will be paid within 30 days of the signing of the Agreement. Any retroactive provision contained herein will affect only those Members covered by this Agreement and actually employed by the City on the precise date this Agreement is signed by the City and the Union.

1.7 Work Stoppage, Slowdown or Strike

The Union agrees that Members do not have the right to engage in any work stoppage, slowdown, or strike, and if any such action occurs, it will immediately notify Members engaged in the unauthorized activities to cease and desist and will publicly declare that the work stoppage, slowdown, or strike is illegal and unauthorized. Any Member engaging in any organized strike/work stoppage shall be subject to immediate dismissal by the City, without right to use the grievance procedure of this Agreement.

1.8 Heirs and Successors

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, term, or obligation herein contained shall be affected, modified, altered, or changed in any respect whatsoever by any kind of change in ownership, management, or governing entity of either party hereto, or by any change, geographical or otherwise, in the location of business of either party hereto.

1.9 Amendments

This Agreement may be amended by mutual agreement of the parties. The party desiring to amend the Agreement shall request a meeting with the other party, in writing. The parties shall meet and confer to determine if mutually agreeable amendment(s) to this Agreement can be made.

1.10 Authority to Bind Parties

Tentative amendments to this Agreement produced by negotiations shall be presented to the Union membership for ratification. Upon ratification, the President is authorized to sign

the amendment, thereby binding the Union to the terms and conditions of the amendment to the Agreement. The Mayor's signature on any amendment shall bind the City to the terms and conditions of the amendment to this Agreement provided, however, that any amendment to this Agreement shall not be effective unless and until approved by ordinance of the City Council.

1.11 Disqualification from Employment

A person who formerly served as a member of the Fairbanks City Council shall be disqualified from City employment for a period of one year from the last date of membership on the Council.

ARTICLE 2: COVERAGE

2.1 Recognition

The City recognizes the Fairbanks Fire Fighters Union as the exclusive bargaining representative for all classifications listed in Article 16 of this Agreement for any geographical area for which the City provides emergency services. The parties agree that disputes as to the creation of or change to classifications covered by this Agreement are to be resolved in accordance with State law. The parties agree to negotiate appropriate pay scales for new or changed classifications within the bargaining unit.

2.2 Classification Vacancies

The City agrees to fill vacancies in classifications contained in this Agreement and any new classifications created within the bargaining unit, except recruit positions, with Members, unless no Member qualifies.

2.3 Gender Reference

Any reference in this contract to the masculine or the feminine gender shall be deemed to include the other unless the context clearly indicates non-inclusion.

ARTICLE 3: RELATIONS

3.1 Employer – Union Relations

The City has and will retain the right to represent and manage the City and the City's property and to direct its work force, including the right to hire, to promote and demote, to reclassify, and to discipline or discharge any personnel in its employ for good and just reason in the interest of the City, provided it does not conflict with the provisions of this

Agreement. Nothing in this Agreement is intended to, or is to be construed in any way to, interfere with the recognized prerogative of the City to manage and control its business.

3.2 Past Practice

The parties recognize that this agreement does not address every topic which is a mandatory or permissive topic of negotiation. Unwritten customs and practices have arisen between the parties that provide guidance for the future. If a uniform action or response to a reoccurring situation has explicitly been recognized by the parties as the proper action or response, it will provide guidance if a grievance should arise regarding the practice in the future.

3.3 Non-Discrimination

There shall be no discrimination against any Member because of race, color, creed, sex, age, disability, genetic information, or national origin, or because of membership in, or lawful activity on behalf of, the Union.

3.4 Union Officials

The City will recognize the Union shop stewards as authorized representatives of the Members or groups for whom they are selected. The Union shall promptly notify the City as to the appointment and change of any shop steward, officers, and any members of standing committees contained within this Agreement.

3.5 Union Access and Business Conduct

The Union's Business representatives, including shop stewards, shall be granted access to the City's premises at all times during which any member covered by this Agreement is on duty but shall not interfere with operations. As long as there is no interference with operations, they shall be allowed to respond to inquiries concerning Union matters and to conduct Union business. While on duty, they shall be allowed to conduct Union business on or off premises, however, while on duty, conducting of Union business that will interfere with operations will require notification of the shift supervisor and approval of the Fire Chief. Union activities and meetings shall be permitted so long as they do not preclude completion of work details, assignments, training, and emergency responses.

3.6 Judicial Decisions

A. Any provisions of this Agreement, or amendments thereto, judicially declared to be in violation of any applicable state or federal law shall be null and void, but all other provisions of this Agreement shall remain in full force and effect. In the event any

provision of this Agreement is declared unlawful in a manner described above, the parties agree to meet within 15 days and, for a reasonable period thereafter, continue negotiations until substitute clauses have been reached via negotiation or arbitration in accordance with State law.

- B.** During any period of time in which any or all provisions of this Agreement may come to be declared judicially invalid, the parties may mutually agree to interim use of applicable personnel code provisions.

3.7 Scope of Agreement

This Agreement is intended to be the complete agreement between the parties. All previous written or oral agreements or letters of understanding, unless incorporated into this Agreement, are hereby deleted.

3.8 Language Conflict

In the case of any conflict between the provisions of this Agreement and the provisions of the City Personnel Ordinance or the provisions of any City imposed policy or rules, the provisions of this Agreement shall govern.

3.9 Communication

Unless otherwise specified in this Agreement, the President and the Mayor shall be the agents for their respective parties for purposes of service, process, notice, demand, or payment.

3.10 Nepotism

Persons related by blood, marriage, or intimate relationship may not be assigned to the same shift or work together in the same division (e.g., Fire Prevention Division) if one such person would be supervised by the other. Supervised includes a direct working relationship in which one employee approves, directs, or reviews the work of another employee.

3.11 Labor/Management process

The parties agree to participate in the Labor/Management process as currently established. The Labor/Management process is an on-going tool for addressing and solving issues and problems concerning the union, the Department and the City. Issues are dealt with as they arise and do not require the formalities of reopening negotiations. Any agreements made that have an economic impact on the City must be approved by the City Council.

ARTICLE 4: GRIEVANCE PROCEDURE

4.1 Grievance Policy

It is the mutual desire of the City and the Union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both the City and the Union to resolve grievances at the earliest step possible. In the furtherance of this objective, the City and the Union have adopted the following procedure as the exclusive method of resolving grievances arising under this Agreement, not including Unfair Labor Practices or other disputes covered under the Alaska Public Employment Relations Act.

4.2 Grievance Definition

A grievance is defined as any good faith and material dispute between the Union, on behalf of itself or a Member(s), and the City involving the interpretation, application, or alleged violation of any provision of this Agreement, the Rules and Regulations or the Standard Operating Procedures of the Fairbanks Fire Department, including involuntary termination and disciplinary action. However, any dispute involving the commencement date or termination date of this contract shall not be considered a grievance and shall not be submitted to the grievance procedure set forth herein. Any questions concerning commencement or termination of this Agreement shall be specifically reserved for judicial review. The City and the Union may mutually agree to use the grievance procedure for other matters.

4.3 Grievability/Arbitrability

Any dispute, except a dispute involving the commencement date or termination date of this contract, as to whether a complaint is subject to the grievance/arbitration provisions of this Agreement, shall be referred to the Alaska Labor Relations Agency.

4.4 Grievance Delivery

"Delivered" or "presented" shall mean either:

1. Made available for pickup at the Fire Chief's office and recipient is notified by telephone or electronic means;
2. Hand delivered to the office of the person to whom delivery is required or hand delivery to that person;
3. Mailed, postmarked, and delivered by the U.S. Mail to the required recipient. Mailing is complete upon postmarking, but if mail is used as the only means

of delivery, three days are added to any applicable time for action by the recipient; or

4. Electronically sent to the recipient if a “delivery confirmation” feature is used.

4.5 First Step

- A. When the Union has a grievance, the Shop Steward or Union officer, accompanied by the affected Member(s), shall verbally discuss the matter with the Fire Chief, or the Fire Chief’s designee, and attempt to resolve the problem. The grievance must be brought to the attention of the Fire Chief within 30 days after its occurrence or within 30 days of the Member(s) having actual or constructive knowledge of the facts upon which the grievance is based. Constructive knowledge is deemed to have occurred when a Member(s) had the ability to ascertain the facts upon which the grievance exists through the exercise of reasonable diligence.
- B. If the grievance cannot be resolved through verbal discussion, the grievance may be advanced to the Second Step.

4.6 Second Step

Grievances not settled at the First Step shall be presented in writing by the Union officer to the Fire Chief within five days of the completion of the First Step. The Fire Chief shall, within ten days, schedule a meeting with the grievant and the Union’s representative to occur as soon as it can be mutually agreed. Within ten days following that meeting, the Chief shall issue a written finding to the Union.

4.7 Third Step

- A. Grievances not settled at the Second Step shall be presented, in writing, by the Union to the Mayor within 10 days after receipt of the Fire Chief's answer. The Mayor shall have 15 days to meet with all involved parties, investigate and consider the grievance and deliver a written response to the Union. If the Mayor rejects the Union's grievance remedy, the reason(s) shall be stated in the response.
- B. A grievance by the City will be filed with the Union at the Third Step. If the Union rejects the City’s grievance remedy, the reason(s) shall be stated in the response.

4.8 Arbitration

- A. If efforts to resolve the dispute at the Third Step are not satisfactory, then the Union may notify the Mayor, in writing, within 14 days after the written response of the Mayor, that the grievance is to be submitted to binding arbitration. Such notice shall include copies of all relevant documents and reference to the section of the

Agreement, the rules and regulations, or the standing operating procedure(s) of the Fire Department that allegedly has been violated.

- B.** The Union will decide which grievances to arbitrate. Members may not advance grievances to arbitration except as outlined in Section 4.17.

4.9 Arbitrator Selection

- A.** When a grievance is submitted to binding arbitration, the Union and the Mayor, or the Mayor's designee, shall meet at a date and time mutually agreeable, within 14 days from the time the Union has notified the City of the Union's desire to arbitrate, to select an arbitrator. Upon the failure of the two parties to agree upon an arbitrator, both parties agree to request from the Federal Mediation and Conciliation Service a list of seven names of persons, with prior service as a neutral arbitrator involving the interpretation of Fire Department working agreements, who are available for service within three months of request.
- B.** Within five days of receipt of the list, the City and Union representatives shall alternately strike one name from the list until one name remains. The side to strike the first name shall be chosen by lot. Unless mutually agreed otherwise, arbitration shall commence at the convenience of the parties and the arbitrator within three months of the date of the selection of the arbitrator, if possible.
- C.** The arbitrator will be retained to make a written report of their findings to the Union and the Mayor after the hearing is concluded. The arbitrator will be governed by voluntary labor arbitration rules of the American Arbitration Association, as are in effect at the time of the arbitration. Except in the case where the arbitrator's decision exceeds their authority under State law, or the decision exceeds the scope of interpretation of a term and condition of employment, the decision of the arbitrator shall be final and binding on both parties to the dispute. The final decision of the arbitrator shall be implemented as soon as possible, but no later than 30 days after the final decision is rendered.
- D.** The arbitrator shall consider and decide only the specific issue(s) submitted in writing and shall have no authority to amend the Agreement, or the rules and regulations, or the standard operating procedures of the Fire Department.

4.10 Grievance Consolidation

Except for multiple grievances on the same subject, or if mutually agreed, each grievance or dispute will be submitted to a separately convened arbitration.

4.11 Grievance Expenses

Each party shall bear the expense of their respective witnesses (other than a City employee, subject to Section 4.12) and arbitration presentation. The arbitrator's fees and expenses shall be paid by the non-prevailing party, as determined by the arbitrator. In the event of a compromise award, as so stated by the arbitrator, the arbitrator's fees and expenses shall be apportioned, as equitable, in the arbitrator's judgment. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services.

4.12 Grievance Witnesses

Any City employee called as a witness by either side will continue to receive their regular rate of pay while on duty. Should such meetings be scheduled outside of regular working hours, no compensation shall be paid.

4.13 Grievance Settlement

- A.** Any grievance settlement, including City default, must be approved by the Union, as represented by the Union signature, before it becomes effective. If not acted upon by the Union within 10 days, the settlement shall stand. If the offer is approved, it may not be the subject matter of a new grievance, except to the extent that the new policy or rule is being violated.
- B.** If a settlement affects Department operations, it shall be noted in the S.O.P.s and/or Rules and Regulations.

4.14 Status Quo

- A.** When any matter in dispute has been referred to the grievance procedure set forth above, the conditions and provisions prevailing prior to the time the dispute arose shall, insofar as it is possible and consistent with normal operations, not be changed until the decision is rendered.
- B.** If it is the finding of the arbitrator that the conditions and provisions should not have been changed, the arbitrator shall award the prevailing party its actual costs incurred, including reasonable attorney fees, in pursuing the grievance, including those outlined in Section 4.11. Disputes relating to costs and fees will be referred to the arbitrator by written briefs.
- C.** When the subject matter warrants, the decision shall be made retroactive to the time the dispute began. In cases where it is determined that an employee has been discharged without just cause, the arbitrator shall order the City to return the employee to their position without loss of seniority, normal leave accruals, medical

coverage for out of pocket costs actually incurred in accord with the coverage of the Health Plan in effect when the expense was incurred, and compensation for the period off work at the employee's normal rate of pay less mitigation sums available to or received by the employee during the period off City work.

4.15 Grievance Time Limits

If any party fails to answer a grievance within the time required at any step of the grievance procedure, or fails to appeal the answer given to the next step of the grievance procedure within the time allowed, the grievance will be considered settled against the side that defaulted. However, any of the time limits in the grievance/arbitration procedure may be extended by mutual agreement. Notice and a five-day opportunity to respond will be given before default is called against either party. Any grievance settled by default cannot be the basis of establishing precedent for the settlement of any other grievances.

4.16 Expedited Grievance Advancement

The parties may, by mutual agreement, waive any step or steps of the grievance procedure to advance the grievance in an effort to expedite resolution.

4.17 Grievance Representation

- A.** If the Union declines to represent a Member at any stage of the grievance procedure and the grievance concerns discipline or termination, the Member may proceed independently through the grievance and arbitration procedures but shall be held to the grievance and arbitration requirements and deadlines. A Member may choose to not independently pursue the grievance. Such choice shall constitute a failure to exhaust administrative procedures; however, the Member may have other legal remedies not contained within the benefits of this Agreement.
- B.** When a grievant is not represented by the Union, all communications to and from the grievant will be through the Union. Should the Union so desire, it may intervene in the grievance procedure at any point to represent its interests.

4.18 Overtime Grievances

If the basis of a grievance is that the City failed to offer a Member an opportunity to work overtime, and the Member(s) was eligible and available at the time they should have been called, the parties agree to the following:

1. Within 90 days of resolution, the grievant(s) may elect to work overtime at a time mutually agreeable between the Member and the Fire Chief.

2. The Member will have those hours added to their yearly total manning overtime hours.
3. Overtime worked either prior to resolution of the grievance or FLSA overtime worked subsequent to the resolution shall not be counted toward settlement of the grievance.
4. The Member will work a block of time equal to the missed block of time, performing normal job duties which may be modified by mutual agreement of the grievant(s) and the Fire Chief.
5. The Member working missed overtime may be included towards minimum staffing.
6. The provisions of this section do not apply when the denial of overtime was intentional.

ARTICLE 5: BENEFITS

5.1 Retirement System

- A. The City and all Members will participate in the Public Employees' Retirement System of Alaska administered by the Public Employees Retirement Board of the State of Alaska, established by statute.
- B. Members eligible to do so shall be allowed to participate in any enacted State Retirement Incentive Programs for the Public Employees' Retirement System without any additional City imposed restrictions. The City agrees to pay its own share of the cost of the Retirement Incentive Program.

5.2 Physical Examinations

- A. The parties recognize that the demands of fire suppression work and State or federal regulation require that a periodic physical be conducted by competent physicians and medical professionals. All Members shall receive an annual physical at the City expense by a physician of the City's choosing. No other physical will be paid for by the City or its health care provider unless deemed necessary by the Members' physician. The City shall schedule the physical to be conducted when the Member is on duty or, at the direction of the City, the Member shall schedule the physical on the Member's non-scheduled (non-work) day, in which case the Member shall be compensated two hours total time at the appropriate overtime rate. The physical shall include all tests and examinations required by law or specified by IAFF/IAFC joint wellness program and any other tests as required by the City's examining physician. Subsequent treatment for non-work-related conditions shall be subject to the terms of the benefits plan covering Members.

- B.** The annual physical is a condition of continued employment.
- C.** No later than two weeks prior to separation of a Member, the Member will have completed an exit physical, unless that Member had their annual physical within six months of separation. The Member shall not be allowed final separation from the City pending completion of any required physical.
- D.** The City shall ensure that the results of all medical evaluations and physical performance tests shall remain confidential. The City shall be informed by the physician only as to whether each Member is fit for service.

5.3 Medical Examination Dispute Resolution

- A.** If the Fire Chief questions the physical or mental ability of a Member to perform their normal work assignment, an examination(s) may be ordered by the City. If such examination(s) demonstrates in the opinion of the examining physician that the Member is physically incapable of performing their normal work assignment or in the opinion of the examining psychologist that the member is mentally incapable of performing their normal work assignment, the Member shall be allowed to seek a second opinion from a local licensed physician or psychologist of their choice or one specializing in the area of medicine or treatment identified as the problem by the first physician/psychologist. If no such specialist is available locally, then Anchorage shall be used, followed by Seattle.
- B.** If the results of these two examinations are not in agreement, then a third opinion shall be solicited from a physician/psychologist mutually agreeable to the City and the Member. The results of the third examination shall be final and binding. The City shall pay for all examinations and connected expenses involved in this section.

5.4 Reassignment

If a Member's physical or mental condition permanently or indefinitely prevents them from performing their normal work assignments, the City agrees to make a reasonable effort to place the Member in a classification they can perform within City employment. If there is not an existing and funded vacant position in a classification in which the Member can competently and adequately perform the duties of the classification, the Member shall be laid off or terminated by reason of disability subject to Article 8.

5.5 Supplemental Retirement Benefits (Deferred Compensation)

Members may participate in the City's 457(b) deferred compensation program. The Union may suggest to the City deferred compensation plans and agents.

5.6 Health Insurance

- A.** The City shall provide the Members of the Fairbanks Fire Fighters Union, Local 1324 and their dependents with a group insurance program for life, health, dental, audio and visual care insurance. The City will not unilaterally withdraw from the Northwest Fire Fighters Trust (NWFFT) plan.
- B.** For each Member, the City will pay 80% of the cost of the medical insurance premium for the NWFFT 1500 Plan, with the Member paying any portion of their premium not covered by the City. [NOTE: At the time of signing, all but two Members were enrolled in the 1500 Plan. It is the intent of this provision that the City pays the same amount to all Members, that is, 80% of the cost of the NWFFT 1500 Plan, even if the Member is enrolled in a different plan.]
- C.** The City will offer an employee-funded IRS Section 125 plan.
- D.** If the Union is removed from the NWFFT health care plan for reasons attributable to the City, the City shall provide members with a substantially comparable health care plan, and member co-pay amounts for premiums shall not be greater than \$300.00 per month per employee.
- E.** Cost of mandated job related physical examinations, tests, and immunizations shall not be included in health care costs for purposes of establishing plan costs or billed to employee health care plans.
- F.** Should the City and Union choose to participate in an acceptable alternative health care plan, the parties agree to pursue the implementation of said plan if mutually agreeable.
- G.** All Union members will participate in the Medical Expense Reimbursement Plan, administered thru DiMartino Associates. The City will pay \$100 a month per employee towards the plan's monthly premium.

ARTICLE 6: WORK RULES

6.1 Work Schedules

A. Suppression Schedule

- 1. The regular work schedule for the suppression Members covered by this Agreement shall be a 3 platoon (48/96) tour system; 48 hours on, with 96

hours off duty, will be a tour. The regular work schedule for the Battalion Chief supervising a shift shall be 48.5 hours on, with 95.5 hours off duty between tours. If more than one Battalion Chief is assigned to a shift, additional Battalion Chief(s) shall only be paid for a maximum 48 hours per shift. The City will maintain records of all hours worked by Members within 24-day work cycles, except for standby time, which is governed by Section 6.8. All regularly scheduled hours worked by Members in excess of 182 hours per 24-day work cycle shall be paid at the "FLSA rate." This schedule is referred to elsewhere in this Agreement as the "Suppression Schedule."

2. **Consecutive Shift Limit:** No employee may work combination of shifts, including straight time, stand by time and overtime which results in the employee working more than 96 hours in a 120-hour window without the approval of the Fire Chief, which approval will not be granted in the absence of extraordinary circumstances. In a 120-hour block of time, the member must have 24 hours off. No member will work more than three 96 consecutive hour shifts in one month.

B. 40-Hour Schedule The work week for 40-hour Members shall consist of either:

1. Five consecutive days of eight hours per day for a total of 40 hours per week; or
2. A flexible schedule, as mutually agreed upon by the Member and the Fire Chief, consisting of 40 hours per week.

C. General Schedule Rules

1. **Training**
 - a. For training purposes, a Member's hours of work or assigned duties may be temporarily altered by the Fire Chief, so long as there is no loss of wages or benefits to the Member that would have accrued under the regular work schedule.
 - b. On duty suppression Members may be required to attend scheduled training exercises/classes or public fire education programs between 1800 and 2100 hours on weekdays or during the day on weekends.
2. A Member's hours of work or assigned duties may be altered for other reasons when it is agreeable between the Member, the Union, and the Fire Chief, so long as there is no loss of wages or benefits to the Member that would have accrued under the regular work schedule.

3. If more than one Battalion Chief is assigned to a shift, the assignment of the supervision Battalion Chief shall be at the discretion of the Fire Chief.

6.2 Calendar Management

- A.** Each 48 hours of a tour will be divided into two 24-hour shifts.
- B.** Two Members per shift will be permitted to take scheduled leave at any one time (not including administrative, worker's compensation, or military).
- C.** An additional leave slot shall be available if the shift is above the minimum staffing level after the other two leave slots have been filled. The additional leave slot will be approved when the roster is set for that shift or with the approval of the Fire Chief.
- D.** If a platoon reaches a roster level of 15 or more, three Members will be permitted to take scheduled leave at any one time (not including administrative, workers compensation, or military leave).
- E.** A minimum of four hours of personal leave must be taken if such leave will require overtime for minimum staffing purposes. Suppression Members may request minimum one-half hour increments thereafter. Partial shift leaves not causing overtime callback must be one-hour minimum. 40-hour Members may take annual leave in minimum one-half hour blocks.
- F.** A leave request, once approved by the Fire Chief, takes precedence over other forms of unanticipated Member absences.
- G.** Members requesting leave for an entire shift (24 hours) takes precedence over a Member requesting leave for a portion of the shift (less than 24 hours), whether or not the latter Member's request was already approved. This applies to any leave requests submitted more than 96 hours prior to the start of the tour. During the 96-hour period immediately prior to the start of the tour, a Member having approved leave for a portion of the shift will not be subordinated to another Member who, during this 96-hour period, requests leave for the entire shift.
- H.** Regardless of its nature, leave requests for a specific date are reviewed in the chronological order they are received. Leave requests may not be made more than 365 days in advance of the date being sought.
- I.** Scheduled leave shall mean personal or sick leave scheduled more than 24 hours in advance. This does not include administrative leave or unanticipated sick leave,

but shall include long term sick leave that has been medically substantiated by a physician.

- J. Once calendared, a full shift of leave (24 hours) must be taken, unless it is canceled at least 96 hours in advance of the scheduled day of the leave.
- K. Scheduled leave may not be partially canceled once the leave has started.

6.3 Daily Staffing Rules

A. Completion of Daily Roster. The Battalion Chief is responsible for setting the daily roster in accordance with this CBA and any directives from the Fire Chief.

- 1. Before 8 a.m. of each shift
 - a. At or above minimum staffing:
 - i. Complete roster with available personnel;
 - ii. Utilize voluntary actors to fill vacancies;
 - iii. Assign actors to fill vacancies;
 - iv. Hire remaining needed classifications in the following order:
 - 1. Battalion Chief
 - 2. Captain
 - 3. Driver
 - 4. Firefighter - The classification of firefighter for this section shall mean all Members presently in that classification.
 - b. Below minimum staffing:
 - i. Complete roster with available personnel;
 - ii. Hire remaining needed classifications to reach minimum staffing (reference 6.3.A.1.a.iv and 6.3.C.2);
 - iii. Once minimum staffing is achieved, continue completing the roster in accordance with section 6.3.A.1.a.
- 2. Roster changes after the roster is set

Scheduled or partial leave slots starting after 0800, or unanticipated leave slots starting after 0800, shall not negate the use of actors already used. Actors shall remain in positions assigned at the start of shift, or during the shift, regardless of additional leave. Classifications required due to any new vacancy shall be hired.

B. Overtime Assignment Procedures – Documentation

1. Daily Records. The Battalion Chief will keep current records of manning overtime assignment dates showing the following:
 - a. Contacted Y/N.
 - b. Time of contact or attempt.
 - c. Refusal or acceptance.
2. Total Hour Records:
 - a. Total Manning overtime hours will be tracked electronically.
 - b. On January 1 of each year total hours will be reset to 0 hours.
 - c. On January 1, Members will be ranked by seniority in classification.
 - d. If there is a tie in overtime hours, the opportunity will be given to the senior member. In the event of a technological failure (computers down) overtime will be made by classification seniority.
3. Probationary fire fighters shall not be eligible for manning overtime opportunities until they have completed their new hire probationary period.
4. The qualified Member with the lowest number of hours on the manning overtime list will be the first offered or contacted. When more than one vacancy is available in a single classification, choice of vacancy will be offered to the qualified Member of the classification with the lowest number of manning overtime hours and so on, until all the vacancies are filled.
5. If the Member is off duty, that Member shall be required to report for duty within one hour of the time contacted. If the Member does not report within the one-hour window, the Member shall forfeit the opportunity and will have those hours added to their yearly total of manning overtime hours.
6. Notification for overtime will be made by the Battalion Chief and not considered accepted unless the contacted Member has personally responded.

7. The Battalion Chief shall let the telephone ring 4-10 times or till answering machine picks up., at the Member's single designated phone number, before moving on to the next Member on the manning overtime list.
8. Answering systems may be used. When the message has been left, the Battalion Chief shall move on down the contact list attempting to reach other Members. If a Member using an answering system calls in before the overtime position has been filled, that Member shall be given the opportunity to fill the position, otherwise the call to him shall be logged as no contact.
9. If the Battalion Chief is on a phone contact with the next Member on the contact list when the Member contacted by answering system calls in, the Battalion Chief shall complete that call either logging as no contact or offering the opportunity, if contact is made prior to offering the opportunity to the Member contacted by answering system.
10. Notification for overtime needed at normal shift change will be made during the 30-minute period immediately preceding shift change. If it is known that overtime will be required at some time during the oncoming shift, but after shift change, the Battalion Chief shall attempt to fill assignments for those time periods during the 30-minute period prior to shift change.
11. When an unanticipated overtime opportunity becomes available after shift change and the Battalion Chief already has scheduled an off-duty Member for an overtime opportunity during the 30-minute morning period, the Battalion Chief shall attempt to contact the scheduled Member first and offer him the choice of the scheduled overtime or the unanticipated overtime.
12. A Member scheduled for the overtime must confirm the overtime during a one-hour window, prior to the reporting time, by contacting the Battalion Chief. If the Battalion Chief's phone is not being answered, the Member shall contact the Dispatcher, who will relay the request for confirmation to the Battalion Chief.
13. If the overtime is not required and a Member reports for duty without confirmation contact being made, the City shall not be liable for any claim to overtime by that Member.
14. If an on-duty Member must be held over until an off-duty Member reports for overtime assignment, the Battalion Chief may ask for volunteers among qualified Members for the assignment. If more than one qualified employee volunteers, the Member with the most Department seniority will have first choice. The Member held over shall be paid the appropriate overtime rate.

for the period of holdover time and will not have those hours added to their yearly total of manning overtime hours.

C. Filling of Overtime Vacancies

1. Classification vacancies. When shift staffing requires a vacancy to be filled because of a lack of qualified on-duty Members, the vacancy will be filled in the highest classification needed, as follows:
 - a. Offered to Members in order of lowest number of manning overtime hours of the needed classification.
 - b. Offered to Members in order of lowest number of manning overtime hours who are qualified and have previously held the classification.
 - c. Offered to Members in order of lowest number of manning overtime hours who are qualified to act in the classification.
 - d. Mandatory overtime on-duty individual with least seniority in needed classification.

2. Mandatory Overtime of Members.
 - a. Members can be on mandatory overtime for no more than 24 consecutive hours.
 - b. Mandatory overtime will be assigned to the Member in classification on the off-going shift who has the least classification seniority.
 - c. When no Member of the required classification is available for assignment, then Members qualified and who have previously held the position to fill the vacancy may be assigned in inverse order of Department seniority.
 - d. Mandatory overtime for Paramedics may be assigned in inverse order of qualification seniority based on the date of being qualified to work as a Paramedic as indicated in Section 6.9.C.3.
 - e. At the Members request, the Battalion Chief shall attempt to find relief for the forced member at least twice per 24-hour period.
 - f. To prevent Members from being forced, Battalion Chiefs will:
 - i. Hire the next highest needed classification to obtain minimum staffing and then use on shift actors to fill the needed position.
 - ii. Offer overtime position to any available Recruit Firefighter.

D. Serving Out of Classification

1. Involuntarily Working Down Classification
 - a. The City agrees to use Members within their respective classification.

- b. If there are more Members of a classification than there are normal job assignments for that classification, the extra Member(s) may be, on a temporary basis, involuntarily assigned to a lower classification, and the Member shall be paid at the higher classification rate.
- c. When a Member is being involuntarily assigned to work out of classification, the Member, if qualified, shall be offered his choice of assignments prior to utilizing Acting Time.
- d. Members who have previously held a classification, and remain qualified, are not considered actors and not subject to the restrictions listed in this section. Example: Battalion Chiefs shall not count as actors when utilized as a Captain and Captains who remain driver qualified do not count as actors.
- e. A Captain or Battalion Chief, who formerly held the classification of Driver, will not be assigned the duties of Driver unless he has completed a Department apparatus proficiency certification within the previous Two-year, and must have 12 hours of drivers training each of the previous years (NFPA/ISO)
- f. Members involuntarily working down a classification will not displace a member normally in that classification. Only exception will be for paramedics being assigned to the front-line ambulance.
- g. The City shall maintain a list of each qualification and the Members who are eligible to work in that classification.

2. Acting Time

- a. The City shall maintain a list of Members qualified to be actors. The list shall be based on the promotional list.
- b. Filling of vacancies will be by offering to the qualified Member on that shift, who is available and is the highest ranking on the promotional list for the classification being filled.

3. Acting Time Restrictions

- a. On any one engine or aerial device, the Driver's and the Officer's positions will not be filled simultaneously by acting Members.
- b. When the Battalion Chief's position is being filled by an acting Member, the Captain's position on the front-line engine at headquarters will not be filled concurrently by an acting Member.
- c. For normal shift assignments, there will be no acting time on a front-line fire engine or truck if only one person is assigned to it.
- d. This Agreement is not intended to prohibit variances from the requirements in emergency situations where the policies cannot be expeditiously implemented.

4. Assignment to an Acting Position

- a. Members may only be assigned to act if there are no qualified personnel that will voluntarily act out of classification in accordance with Section 6.3.D.1, 2, 3.
- b. All restrictions that apply to voluntarily acting out of classification from Section 6.3.D.3 apply to when a member is assigned to act.
- c. Assigned acting is only permitted at or above minimum staffing levels.
- d. If an individual accumulates 720 hours of assigned acting time in one classification in one year, the individual highest on the applicable promotional list shall be promoted.
- e. If a member is to be assigned to work out of classification, it shall be the member that holds the highest position on the applicable promotional list between the qualified members available.
- f. The City agrees to develop a training program for Captains and Battalion Chiefs.
- g. Employees on a promotional list for a position is qualified to be assigned acting if, the employee volunteers to act for 72 hours or is mentored for 48 hours.
- h. Any qualified Member who voluntarily accepts an assignment to a position or classification which has a pay rate above that which the Member normally holds, shall be paid at the start step of the higher classification for those hours worked, when holding the position or classification for one hour or longer.

6.4 Additional Staffing Rules

A. Emergency Lists

- 1. Emergency callback will not be tracked by opportunity.
- 2. The emergency callback list shall be established in order of seniority in classification.
- 3. Callback for fires and other emergencies will be done by first utilizing any Members, of the appropriate classification, at any regularly staffed City fire stations when the emergency call is dispatched, then by going by order of seniority in classification.
- 4. Members shall report to their assigned station within 30 minutes from time of notification. Member(s) failing to report within this time period shall not be subject to the two-hour minimum contained in Section 16.3.A and shall be paid for actual time worked.

5. Release: Emergency callback release will start with the most senior qualified Member being given first opportunity to stay if he so desires and so forth on down the seniority list. The Duty Battalion Chief will have authority to modify this release procedure based on special commitments of the affected individuals, as long as it is mutually agreeable to all parties involved in the release process. The Duty Battalion Chief may modify this release process when special needs at the emergency warrant.

B. Special Overtime: Overtime assignments that are not used for manning shall be tracked using SOT Rules as laid out in SOP 2.15

C. Investigation

1. A Fire Investigator is a Member who is recognized by the Department as having the qualifications and/or certifications to investigate and determine the cause and origin of fires or other hazardous situations.
2. When it is determined that a Fire Investigator is needed, a Fire Investigator from the Fire Prevention Division shall be called. If the Fire Prevention Division has more than a single Fire Investigator, call back shall be done by an opportunity-based rotation list.
3. The City may use Members in the Fire Prevention Division to work with the Fire Marshall to meet the requirements of item 1 above.
4. If a Fire Investigator in the Fire Prevention Division is unavailable, a Fire Investigator from the Suppression Division shall be used.
5. Deviation from these procedures may be allowed if circumstances on the scene require specialized skills beyond those of the available Fire Investigator.

6.5 Breaks

- A.** Lunch periods will be 60 minutes in duration and will begin at noon each day. Every effort will be made to ensure that scheduled activities do not interfere with the lunch break. It is understood that activities such as controlled burns will affect the ability to schedule a noon time lunch break and occasionally it will not be possible to meet the noon requirement, but this schedule will be adhered to if reasonably possible.
- B.** Suppression Members will be given an opportunity to break for dinner with the same understanding contained in subsection A.

- C. All Members shall be allowed a 15-minute relief break midway between the start of shift and the lunch break and midway between the end of lunch break and the dinner break. The time at which the breaks are taken may be altered on an individual basis to fit operational requirements. When working away from a station, breaks may be taken in the work area, giving due consideration to the availability of restrooms and protection from inclement weather.
- D. At emergency scenes when the temperature is -20° F or colder, the City shall make reasonable efforts to rotate personnel from the scene every two hours or to provide a warm up area, which may be a vehicle. When prolonged operations make meal breaks impossible, the City shall arrange for hot food and beverages to be delivered to the scene for Members.

6.6 Daylight Savings

When the normal duty shift duration varies due to daylight savings time, members will be paid at the regular rate of pay for the actual number of hours worked on those shifts affected.

6.7 Duties

A. Duties and Manpower

1. The duties of the Members of the Fire Department shall be the prevention and suppression of fire, the operation of the Fire Prevention Division, emergency medical services, rescue services, and the mitigation of hazardous materials incidents. Membership also includes Administrative support staff responsible for assisting in the day-to-day operation of the department.
2. The City agrees that it will not use members of other fire departments, agencies, or individuals, not otherwise referred to in this Agreement and from outside this bargaining unit, to perform any covered duties because of a lack of manpower or the unavailability of an employee.
3. Subsection A(2) above does not preclude the use of mutual aid pending callback of Union Members.
4. Structure fire mutual/auto aid responses within the City shall require an attempt to recall enough suppression members to replicate minimum staffing.

5. Mutual/auto aid responses outside the City shall require an attempt to callback Members sufficient to maintain minimum staffing.
6. Inability of the City to obtain the required minimum callback shall not prevent the use of mutual/auto aid.
7. Mutual and/or automatic aid units shall not be housed in City facilities, except as required during major emergencies.

B. Duties and Other Bargaining Units

1. Members shall not be required to perform work normally performed by members of another union, except where danger to life and property exists as determined by the Incident Commander. Members shall participate in the cleaning and minor maintenance of Department vehicles, equipment, and the fire stations.
2. Mutual consent between the City, the Union, and the Member(s) is required if the City wishes to utilize the Member(s) to do work normally performed by members of another bargaining unit or another City department.
3. If a Member is directed to perform work which the Member believes to violate this provision, the Member will not waive any right to grieve said direction by complying with the direction.

C. Law Enforcement Duties

Members will not be required to perform any law enforcement duties or duties in connection with riot control or crowd dispersal.

D. Fire Prevention Duties

1. Members of the Fire Prevention Division, or other Members designated by the Fire Chief, may enforce the provisions of the Fire Code as adopted by the City, or other applicable Alaska Statutes and Regulations relating to fire investigation.
2. If the Fire Marshal position is filled, the Fire Marshal may perform fire prevention duties, so long as at least one Member is assigned to the Fire Prevention Division.

6.8 Standby Time

- A. Standby time is to allow fire suppression personnel to substitute for one another on tours of duty (or parts thereof). This is done to allow Members to be absent from work and attend to personal matters. Trading of time is done voluntarily by Members for their own convenience and not at the direction of the City. The following rules will govern the use of standby time.
- B. Standby time requests will be made to the shift supervisor's office and shall be approved prior to trading time. Standbys, once approved, may not be rescinded by the City. For good cause, the Fire Chief has the authority to suspend a Member's use of standby in cases of abuse.
- C. Standbys may not be used by a member who is held over on overtime for staffing purposes.
- D. Standbys will be approved when they are to be traded with another Member of equal classification or worked by a Member who has held the classification and retains the qualification.
- E. Standbys for a full shift between Members of different classifications will be approved upon setting of the roster for that shift at shift change the day of the standby; partial standbys will be approved the day of the standby, provided that such standbys do not create overtime. The Fire Chief also has discretion to approve such standbys ahead of the date taken.
- F. The City shall not be required to pay any additional wages to the Members. Resolution of standby pay back between the Members is subject to the mutual consent of the Members and is not the City's responsibility.
- G. A Member who holds a qualification may use that qualification while standing by for another Member in emergency situations, irrespective of whether the Member replaced holds that qualification.

6.9 Licenses

- A. **Special Licenses.** If specialized licenses for operation of Fire Department vehicles are required, the City agrees to provide training to meet the standards and agrees to reimburse Members for the fees required to obtain and maintain the specialized licenses. Members shall be required to obtain and maintain the licenses in compliance with the standards.
- B. **Revocation of Driver's License.** No Member may be deprived of pay or seniority based upon the revocation of his driver's license for a violation or violations of the

law which result from the direct orders of his superior to specifically commit such a violation or violations.

C. Medical Certification and Licensing

1. Training. The City will ensure that written records of all medical training are maintained. The records will include the date, subject matter, who attended, the name of the instructor(s), and any other information required by the State for certification, re-certification, or license renewal. The Member will be responsible for the completion and submission of all training records and forms necessary for certification, recertification, or license renewal by the State. The Member will promptly provide the Administration with any EMT certificate and/or paramedic license.
2. Emergency Medical Technician (EMT)
 - a. All suppression Members who are not City-sponsored Paramedics shall become State EMT certified within 12 months of hire and shall maintain State EMT certification as a condition of employment.
 - b. A Member who involuntarily loses his City-sponsored Paramedic license shall have six months to become EMT certified.
 - c. Any member who loses his State EMT certificate due to reasons beyond his control, (e.g. due to extended military service where no classes are available) will have six months to be reinstated as an EMT. The City will assist in scheduling needed classes.
3. Paramedics
 - a. The City and the Union recognize the desirability of providing paramedic-level medical services to the residents of the City and for the benefit of its employees.
 - b. "Paramedic" is defined as a person sponsored by the City's physician sponsor and licensed by the State Medical board to perform certain specified medical or rescue procedures. This qualification may be carried by Members of any classification within the Department.
 - c. Any Member who has completed their initial firefighter skills check-off, who possesses a State Paramedic License, and who has completed at least six months' initial hire probation may work as a Paramedic.
 - d. A Member with a Paramedic qualification may be assigned to work as a Paramedic, regardless of their classification.
 - e. A Member who obtains their Paramedic License at City expense shall maintain such qualification for a period of not less than four years. If the Member does not maintain the paramedic qualification they may be liable to repay the City at a prorated rate.

- f. As a condition of employment, any Member hired with a Paramedic license will obtain and maintain a State Paramedic license, successfully pass the Paramedic probation period, and serve as a Paramedic for four years.

6.10 Shift Changes

A. Voluntary Platoon Change

1. "Voluntary platoon change" is defined as Members of equal classification and qualification mutually agreeing to exchange platoon assignments.
2. Any platoon change will be subject to approval by the Fire Chief. Changes will be denied only for good and just reasons based on operational needs of the Department.
3. The Department will not be responsible for preserving leave or paying any overtime or callback time that may result from such trading of platoons.

B. Department-Initiated Platoon Change

1. "Department-initiated platoon change" is defined as Members being reassigned to another platoon at the initiation of the Fire Chief.
2. The classifications and/or qualifications, as well as the source/target platoon, will be determined by the Fire Chief and will be chosen so that it meets the operational needs of the Fire Department. Once the classification and/or qualification has been determined, the Fire Chief will ask for volunteers (in person or electronically) from the source platoon. In the event more than one individual volunteers, the highest classification seniority will be used to determine outcome. In the event no volunteers are found, the member with the least classification seniority, who has the needed classification/qualification, will be moved. ****6.10.B.2 will be modified per the outcome of the 18-02 grievance arbitration.****
3. The Fire Chief has the right to make platoon transfers in the case of irreconcilable differences or based on progressive discipline problems, where the employee will have a work improvement plan and be transferred to another platoon to be given the opportunity to be successful.
4. The Fire Chief can make transfers temporary or permanent. At the time of the transfer request, it will be stated if it is temporary or permanent. If it is a temporary assignment, the approximate time will be given.

5. All platoon transfers, both temporary and permanent, will be for a minimum of 90 days, unless agreed upon by both the Member and the Fire Chief. The Fire Chief cannot initiate more than one transfer per classification per month without the consent of the Union.
6. In cases where a Member is assigned to begin work on a new platoon less than 96 hours from the last regular previously assigned shift, compensation will be at the overtime rate (x 1.5). Only for the next full shift (24 hours)
7. In cases where a Member is assigned to begin work on a new platoon 144 hours or more from the last regular previously assigned shift, 16 hours of prorated straight time will be paid to make up for work missed.
8. Notice of involuntary platoon transfer will be given at least twelve calendar days (including weekends and holidays) before alteration of the regular platoon schedule, unless mutually agreed by person(s) transferring platoon and the Fire Chief.
9. The Fire Chief is responsible for guaranteeing leave that has been approved prior to the platoon transfer.

6.11 Administrative Officer

- A.** Battalion Chiefs or Captains may be appointed, with mutual consent of the City and the Member, to the position of Administrative Officer. Appointments will be for a maximum of one year, renewable with mutual consent.
- B.** Administrative Officers working a 40-hour schedule shall be paid as if he was still on his assigned shift.
- C.** There shall be a maximum of two Members designated as Administrative Officers at one time.
- D.** Administrative Officers shall work a complete pay period on one schedule, either a 40-hour schedule or suppression schedule. Shift changes while working a suppression schedule and transferring to a different suppression shift shall be in accordance with Section 6.10.
- E.** Hours of Work
 1. The normal work schedule for Battalion Chiefs working as Administrative Officers shall be Monday through Friday, 0800–1700 hours.

2. The work schedule for Battalion Chiefs, when working as Administrative Officers and filling in as a suppression Battalion Chief or Paramedic, shall be 0730 – 1530 hours or 0730 – 1730, if a 4/10-hour day schedule is mutually agreed to.
 3. The normal work schedule for Captains working as Administrative Officers shall be Monday through Friday, 0800 – 1700 hours.
 4. The work schedule for Captains, when working as Administrative Officers and filling in as a suppression Captain or Paramedic, shall be 0800–1600 hours; or 0800–1800, if a 4/10-hour day schedule is mutually agreed to.
 5. This schedule may be changed or flexed as agreed to between the Chief and the Member.
- F.** Administrative Officers may be scheduled to work as the appropriate shift officer. While working as a suppression officer, any hours exceeding 10 hours in a day shall be paid at 1½ times the appropriate suppression rate.
- G.** Administrative Officers, when working a 40-hour schedule, shall be eligible for emergency callback at the Fire Chief’s discretion. They shall remain on, but not participate in, the overtime rotation or acting lists.
- H.** Administrative Officers will maintain their leave bank in the suppression rate schedule, regardless of assignment.
- I.** Administrative Officers, when requesting leave to be taken on a 40-hour schedule, must submit leave requests at a ratio of one to 1.4. One hour taken off at the 40-hour rate will equal 1.4 hours in the suppression schedule leave bank. (This keeps the Member at the correct number of hours for a pay period.)
- J.** While working a 40-hour schedule, an Administrative Officer may only work in the relief of a vacated position within their classification or as paramedic and may not displace a suppression Member within the Administrative Officer's respective classification, unless that individual is being assigned as a paramedic.

6.12 Internship Program

- A.** The parties agree to continue the internship program in conjunction with the CTC Fire Science Program and the University Fire Department. Interns will be expected to learn basic skills and assist the Department in accord with a training program.

- B. Intern requirements:
 - a. Interns shall not be counted in staffing calculations (Section 15.8).
 - b. Interns will not be counted in Emergency Callbacks, but they may be used.
 - c. One intern may be allowed on an apparatus per shift. Max 6 per shift.
 - d. Interns will be a minimum of State of Alaska Firefighter 1.
 - e. Interns riding on a Battalion apparatus will be limited to interns enrolled in the Emergency Management Degree program.
 - f. Driving of apparatus:
 - i. shall be limited to vehicles not covered in section 15.8A and B of this agreement.
 - ii. Driving of apparatus may only be permitted after the Interns has completed EVOC and the vehicle check off.
 - iii. UFD interns may drive a crossed manned ambulance.
 - g. Interns may not displace a Member on any emergency but will work in conjunction with the crew.
 - h. The Internship program will in no way affect Members current working conditions.
 - i. Interns will wear uniforms similar in appearance to suppression Members.
 - j. Interns will work enough hours to meet the goals and objectives set forth by the Fairbanks Fire Department and University Fire Department or the CTC Fire Science program. Work hours and goals will be approved by the Union.
 - k. Interns will be assigned to work a minimum of 08:00-17:00, but not more than one full shift.

ARTICLE 7: HOLIDAYS

7.1 Holidays

A. The following days shall be considered holidays, with no deductions in pay:

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

and such other days as the City council by resolution or ordinance may fix for all City employees.

B. Members Working a 40-Hour Schedule

When any of these holidays fall on Sunday, the following Monday shall be considered the legal holiday. If any of the recognized holidays falls on Saturday, the Friday immediately preceding the holiday shall be considered the legal holiday. The holiday shall run from midnight to midnight.

C. Members Working a Suppression Schedule

The actual day of the holiday shall be considered the holiday. Example: December 25 shall be considered Christmas regardless of the day of the week. The holiday will start at 0800 on the day of the holiday and continue to 0800 the following day.

In regard to the City recognized holidays, the Union, through the Battalion Chief, upon reviewing the daily calendar at least eight days in advance, may bring to the attention of the Fire Chief's office any calendared activities that do not relate to the essential day-to-day operations of the suppression staff, for the possibility of rescheduling said activities to another date. If the Fire Chief's office is unable to reschedule the activities, the suppression staff will perform them as scheduled

7.2 Holiday Pay

Members working a suppression schedule shall be paid at 1.5 X their suppression rate of pay for all actual hours worked on a holiday, as defined in Section 7.1.C. In addition, members working a suppression schedule will receive 5.75 hours straight time pay for each City holiday that they are not scheduled to work.

7.3 Personal Day

- A.** In observance of the Member's birthday, the Member is granted that day off from work as a personal leave day equal to the Member's regular workday (24 hours for Members working a suppression schedule and eight hours for 40-hour Members). This time is not deducted from accrued personal leave.
- B.** Members whose birthday falls on a regular day off may have the regular work day immediately preceding or the regular work day immediately following to observe the Member's birthday, providing it is mutually agreeable with the Member and the Fire Chief.
- C.** If the Member chooses to have their birthday moved, they may, after their birthday has been scheduled, move it to a day of their choosing. This personal day must be scheduled in that calendar year. All leave scheduling rules shall apply.

7.4 City Early out Day

Since FFD is an essential service and must remain working. If the city declares an early release from work day for a holiday. Members on shift shall receive a leave credited to their account equal to the amount of time given to non-essential service employees.

ARTICLE 8: PERSONAL LEAVE USED AS SICK LEAVE

8.1 Accrual of Hours

Members will only accumulate personal leave, which may be used as sick leave as outlined below. For leave accrual rates, see Article 9.

8.2 Use of Personal Leave as Sick Leave

- A.** Personal leave may be taken as sick leave when a Member is ill or injured, when a member of their immediate household is ill or injured and the Member's assistance is required, or for other medical reasons. A Member calling in sick shall do so at least 30 minutes prior to the start of the Member's scheduled shift.
- B.** Once a Member, working a suppression schedule, goes on sick leave, that Member shall remain on sick leave for a minimum of ½ hour blocks (30 minutes) or the balance of the shift, whichever is less. If use of personal leave as sick leave creates overtime it must be used at a minimum of 4 hours.
- C.** In the case of any absence attributable to health or disability which exceeds five working days for Members working a 40-hour schedule or two consecutive shifts for Members working a suppression schedule, the Member, before the end of the fifth day or before the third consecutive shift, shall call the Fire Chief and state the nature of the illness or disability requiring absence from work and request approval to continue sick leave. For the additional time requested, the Fire Chief may require a report from the Member's attending physician which specifically describes who in the household is ill or injured and that the Member's assistance is required. If the Member is incapacitated to the point where the Member is physically unable to contact the Fire Chief, a spouse, physician, or designated individual may substitute for the Member when contacting the Fire Chief.

8.3 Funeral Leave

A. In the event of death in the Member's immediate family, the Member shall be entitled to the following leave to be deducted from accrued personal leave or Leave Without Pay, at the Member's choice:

1. Members working a 40-hour schedule:

In Fairbanks:	40 hours
Within State of Alaska:	56 hours
Outside State of Alaska:	80 hours

2. Members working suppression schedule:

In Fairbanks:	56 hours
Within State of Alaska:	78 hours
Outside State of Alaska:	112 hours

B. Immediate family is defined as a spouse, dependent (as defined by IRS), daughter, son, mother, father, sister, brother, stepmother, stepfather, stepchild, foster child and ward, mother-in-law, father-in-law, and grandparents.

8.4 Non-Work-Related Injury or Illness

When a Member becomes injured and cannot perform their normal duties and has a doctor's evaluation stating light duty is indicated, the City will offer to assign the Member to light duty within the Department, provided the member is able to fulfill the duties satisfactorily. The City may, in its sole discretion, have the Member work a 40-hour schedule. This does not abrogate any provision of any workers' compensation laws and rules.

8.5 Compensation for On the Job Injury

A. Compensation

On the job injury or illness agreed to, or determined to be compensable under State workers' compensation laws, shall not cause the Member loss of regular sick leave, annual leave and, when consistent with PERS, retirement benefits. The City will compensate the Member the difference between workers compensation and the Member's regular basic rate of pay until the employee is able to return to duty or is medically retired. Members who can work under a modified work plan will be assigned to a 40-hour shift to work in accord with the modified work plan, provided that 2 shifts of administrative leave be offered.

B. Position Guarantees

In the case of an on-the-job injury or illness, within the coverage of the Alaska Workers' Compensation Act, a Member's position shall be held for the Member until it has been established that such Member will be unable to return to the position in the foreseeable future. A Member disagreeing with the City's finding that the Member will be unable to return to work shall resolve any disagreement by the grievance procedure provided in this Agreement.

8.6 Occupational Injury Reemployment

A. Any former Member who is injured on the job and who within three years of their termination date is medically certified, by a physician mutually agreeable to both parties, to re-enter employment, may apply for reemployment. A former Member who passes the entry-level requirements as required by the job description and meets the minimum qualifications for the position shall be given preferential reemployment under the following guidelines:

1. When there are former Members on occupational injury termination and former Members on a layoff list, the person with the most Department seniority will be the first offered the opportunity for reemployment.
2. Rehire to the Firefighter or Deputy Fire Marshal III classification up to pay step held on the date of termination, or the top step if the Member held a higher classification.
3. If the former Member was physically unable to maintain pertinent job certification and/or license during the period of disability, the Member shall be given, after rehiring, preferential opportunity to re-certify and/or re-license, including preferential opportunity to attend any required training programs.

B. Preferential promotion to the first available position in the classification held at the time of injury-caused termination will be granted by the City.

C. If due to an occupational injury, a member is not physically qualified for reemployment in a position with the Fire Department, the City will endeavor to find employment opportunities in other City departments.

8.7 Non-Occupational Injury Reemployment

A. Any former Member, who is terminated due to non-occupational injury or illness, will be granted preferential reemployment rights within three years of termination, after preference has been given to occupational injury applications and employees on a layoff list.

- B. Such reemployment privileges shall be conditioned on a medical certification, from a physician mutually agreeable to the parties, of the person's physical or mental ability to perform the job for which they are applying. The former Member must also pass the entry-level physical ability test as required by the job description. Such preferential reemployment rights shall be predicated on the existence of an open position and the City's decision to fill such a position.

8.8 Pregnancy Light Duty Assignment

- A. Members who are pregnant will, upon request, be placed on a 40-hour light duty assignment, in accord with Section 8.5, to perform work or training that is appropriate in view of their pregnancy.
- B. If the Fire Chief believes that a pregnant member, who does not elect a light duty assignment, can no longer perform her suppression job functions, then the Fire Chief can ask for a medical evaluation in accordance with Section 5.3.
- C. Members on pregnancy "light duty" will not count toward minimum staffing and will not take up any spot on the leave calendar.

8.9 Family/Medical Leave

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

ARTICLE 9: PERSONAL LEAVE

9.1 Accrual Rates

Members shall accrue personal leave at the following rate:

Months of Service:	Suppression: (Hours per pay period)
0-60	14
60-120	16
121+	18

Administrative (40 hour) employees hired prior to 1/1/08 will accumulate personal leave at 10 hours per pay period. Employees hired after 1/1/08 will accumulate leave at the following rate:

Months of Service:	40-hour: (Hours per year)
0-24	160
24-60	200
61+	240

Employment for eight or more continuous days during a pay period shall be considered employment for a full pay period for the purpose of computation of personal leave accrual.

9.2 Personal Leave Crediting

Personal leave accrual shall be credited to Members' leave balance at each pay period.

9.3 Personal Leave Pay Rate

Personal leave will be paid, when taken, at the Member's regular rate of pay.

9.4 Personal Leave Valuation and Severance

- A.** Members covered by this Agreement, who either voluntarily or involuntarily terminate employment, shall be paid a lump sum for all personal leave accrued at the time of separation at the value of 105%, based on their regular rate of pay. This shall be paid together with their final salary payment.
- B.** Members may elect to cash out personal leave at any time and in any amount of hours at 105% cash value, based on their regular rate of pay, as long as they maintain a minimum leave balance of 200 hours. In addition, Members may transfer cashed out leave to the Member's 457 deferred compensation account at the 105% value.
- C.** In the event of hardship and with permission of the Mayor, Members may cash out personal leave at any time for family, medical, or other reasons below the 200-hour limit in subsection B.
- D.** Cashed out leave hours are not compensable work hours, are paid subject to tax withholding, and without PERS contribution.

9.5 Absences

No Member shall be absent from the job without complying with the requirements of this Agreement.

9.6 Leave Without Pay

- A.** The Mayor may grant a Member leave without pay for a period, not to exceed nine months, when it is in the best interest of the City to do so. During the Member's approved leave, and with the prior written approval of the Mayor, the Member's position may be filled by limited term appointment, temporary promotion, or reassignment of another Member or employee. At the expiration of the leave without pay, the Member has the right to and shall be reinstated to the position vacated, if the position still exists. Approved leave without pay shall not constitute a break in service, but any period in excess of 10 days in any calendar year will not be creditable for vesting or retirement under the State of Alaska Public Employee's Retirement System. Longevity credits for the purpose of completing probation, pay anniversary date and accumulation of leave benefits shall be suspended during the period of leave without pay. City medical benefits shall continue during any period of leave without pay.
- B.** The Mayor shall have the discretion to grant any Member a voluntary reduction in hours for a limited or extended period. A voluntary reduction in hours shall not constitute leave without pay.
- C.** Unless otherwise provided for herein or by State law, anniversary dates will be adjusted negatively by full days only to reflect unpaid absences. Less than eight hours for a 40-hour Member shall not affect their anniversary date. Every 40 hours for such a Member shall affect the anniversary date by seven days. Less than 24 hours for a suppression Member shall not affect their anniversary date. Every full 24 hours for such a Member shall affect the anniversary date by one day.

9.7 Credited Leave

Only those hours of personal leave that have been credited by payroll may be taken by a Member.

9.8 Military Leave

- A.** Members shall be entitled to administrative leave without pay for any active duty in any Armed Forces or Alaska Defense Force component (including units of the National Guard and Reserve). In accordance with applicable state and federal laws, there shall be no adjustment of an affected Member's anniversary date for any active duty period up to the federal statutory limit to cause loss of seniority or to deny the accrual of personal leave. Members are to present a copy of official orders for active duty, as soon as possible, to the City to comply with the law and to allow the City to reschedule the work force.

- B.** Disposition of personal leave. A Member who leaves City service for such military leave without pay may elect to be paid for any accrued personal leave as if the member were separating from the city service. The decision shall be noted on the personnel action form effecting the leave. If the Member elects not to be paid for such leave, the accrued leave credits shall be reinstated upon return of the Member to the city service.
- C.** Military reserve training or emergency National Guard service. Any Member who has completed their probationary period and who is a member of any reserve component of the United States Armed Forces will be allowed leave of absence for required training, on duty, for a period not exceeding 15 working days for 40-hour Members (360 hours for suppression Members), during any one calendar year. Such military leave shall be with pay if all military pay the Member receives for the duties performed on such leave is paid to the city.

Example: If a member were to take 12 hours of military leave, the member will be compensated their normal rate of pay from the City. The member's military gross pay will be reimbursed to the City, accompanied by information regarding pay rate from the military. If the member received a paycheck for \$240.00 for their 48 hours of training, \$240.00 divided by 48 hours equals \$5.00/hour. The member will pay the City \$60.00, an equivalent of 12 hours times \$5.00 to receive 12 hours of paid military leave.

If a member does not tender the military pay to the City within one month of return from military duty, the absence will be changed to leave without pay unless the employee elects to use annual or sick leave. Military pay previously paid and then changed to leave without pay will be deducted from the member's pay. The member can choose to change the paid military leave to annual or sick leave prior to the 30-day deadline.

9.9 Union Leave

- A.** In January of each year, the Union will notify the City to deduct hours from the personal leave of each Member. Members with less than 1 year of service will have half of the number of hours deducted. This deducted leave shall be credited to the Union business leave bank "hour for hour."
- B.** The Union may use leave from the Union business leave bank at its discretion, provided Union business leave shall be treated as personal leave and managed in accordance with Section 6.2 (Calendar Management). Requests shall have "Union Business Leave" written on the leave request form and be accompanied by a letter of authorization signed by the President.

- C. Leave taken as in subsection B, above, shall be deducted from the leave bank on an "hour for hour" basis.
- D. The City shall provide an annual accounting for the Union leave bank, as well as upon request of the President.
- E. The number of hours deducted may be adjusted by the Union on an annual basis.
- F. Once deducted, Union Business leave cannot be transferred back to any Member and has no cash value.
- G. Members may donate their accrued leave for Union business, without limit, so long as they provide notice of donation to the City in accordance with Section 9.10.
- H. The City will match, on an "hour for hour" basis, leave donated in accord with this section.

9.10 Leave Donation

The parties recognize that it is desirable, from time to time, to have a means for Members to assist other City general government employees in time of need. The following shall be used for that purpose:

- A. Each Member wishing to donate leave from their leave account will fill out, date, and sign a leave slip showing the amount of leave the Member wishes to donate, in increments of not less than four hours, and deliver the leave slip to the Fire Chief.
- B. Each leave slip will have written or typed along the bottom, "Leave donated to (employee's name)."
- C. The City will, for purposes of computation, convert the leave donated to the recipient's personal leave account for use as sick leave.
- D. Once leave is donated, it is irretrievable by the donor.
- E. It is the understanding of the City that the Internal Revenue Service, at this time, treats donated leave as income to the donee and not as a taxable event to the donor. However, the City has no control over the tax treatment of such donated leave.

ARTICLE 10: PAY PERIODS

10.1 Pay Days

Pay days shall be established covering payroll periods from the first to the fifteenth day of the month inclusive and from the sixteenth day of the month to the last day of the month inclusive and shall not be later than the fifteenth and the last day of each month, except when pay day falls on Saturday or a holiday. If pay day falls on Saturday, unless Saturday is preceded by a recognized holiday, pay day shall be on Friday. If pay day falls on Sunday or on a Saturday following a recognized holiday, pay day may be on the following Monday, unless the Monday is a recognized holiday, in which event pay day may fall on Tuesday.

10.2 Check Itemization

Each check shall have a stub or attachment itemizing at least all legal and authorized deductions, hours worked, rate of pay for straight time, overtime and acting time hours worked, leave taken, and leave accrual.

10.3 Pay Periods

The City reserves the right to establish a biweekly pay period upon 30-days' notice to the Union. If established, pay day shall fall on every other Friday. If pay day falls on a holiday, then pay day shall be the last scheduled day before the holiday.

10.4 Dues Deduction

The City shall deduct Union dues from the wages of consenting Members on a semi-monthly (or biweekly) basis, in the amount designated by the Union. The Union agrees to provide the City 30-days' notice of any changes in the designated amount.

10.5 Voluntary Deduction

Members who voluntarily assign a deduction to the Fairbanks Fire Fighters Union Political Action Committee shall have such deducted each pay period from their pay. The deducted amount shall be remitted monthly to the Committee.

ARTICLE 11: UNION MEMBERSHIP

11.1 Membership Rights

The City agrees that it will not in any manner, directly or indirectly, discriminate against or attempt to interfere between any of the Members covered under the terms of this Agreement and the Union, and that it will not in any manner restrain or attempt to restrain

any employee from belonging to the Union or from taking part in Union affairs, and that it will not discriminate against any Members because of the Member's Union membership or lawful Union activity.

11.2 Union Membership Requirements

- A. Employees may join the FFU Local 1324, but union membership is not a condition of employment with the City.

ARTICLE 12: SENIORITY

12.1 Department Seniority

Subject to Section 9.6, Department Seniority shall be established as follows: The Member having the longest continuous term of service (layoff not being considered a break in service) in the Department shall be number one on the Department seniority list; all other Members, likewise, shall be listed according to length of continuous service with the Department. Such list shall be posted. Date of hire as a full-time employee will be the criteria used to establish the length of service. When two or more Members are hired at the same time, Department Seniority among them shall be established by ranking on the hiring list. The Union shall be provided with a copy of the current hiring list. When an individual returns from layoff status, their seniority shall be adjusted to exclude the period of time laid off.

12.2 Classification Seniority

Subject to Section 9.6, Classification Seniority shall be established as follows: The Member having the longest continuous service within a classification or any new or changed classification shall be number one on the list.

12.3 Paramedic Seniority

Subject to Section 9.6, Paramedic Seniority shall be established as follows: the Member having the longest continuous service as a Paramedic, as indicated by Section 6.9.C.3, shall be number one on the list.

ARTICLE 13: LAYOFF AND POSITION ELIMINATION

13.1 Leave Pay Out

When a Member is terminated or effects a separation, they shall be paid all accrued earnings in accordance with State law.

13.2 Layoff Notice

A Member shall be given 45-days' notice of layoff.

13.3 Layoff and Bumping

A. Meet and Confer

1. The City and the Union agree that in the event any layoffs of bargaining unit Members are contemplated, the Union shall be given notice and afforded the opportunity to propose alternatives to the loss of personnel prior to such layoffs.
2. The Union shall have 30 days from the date of notification by the City of impending layoffs in which to forward its recommendations. The City shall make available to the Union any documents pertaining to Department operations that the Union may require in formulating recommendations. The City agrees to accept and implement, in good faith, the proposed alternatives to loss of personnel, if such are deemed by the City to be consistent with Department operational needs.

B. Position Elimination

When it is necessary to eliminate positions in the work force for whatever reason, the following procedures are set forth:

1. Classification shall be defined as those job titles listed in Section 16.1 of this Agreement and any classifications subsequently created. For purposes of this Agreement, the steps in the Firefighter classification are considered as one classification. Deputy Fire Marshal steps are considered a single classification.
2. Qualifications will not be considered in determining positions to be eliminated.
3. Classification seniority shall be defined as the time served in a classification. Seniority, for placement in the classification assumed after exercising bumping/displacement rights, shall be cumulative and shall be calculated by adding a Member's seniority in the previous classification held to the seniority the Member acquired while in the classification into which the bumping/displacement option will be exercised.

EXAMPLE:

Captain classification seniority 5 years
Formerly a driver with seniority 4 years

Bumping/displacement into driver classification, cumulative new driver seniority 5 yrs. + 4 yrs. = 9 years

4. Layoff notices within an affected classification will be issued in reverse order of seniority in classification, with the lowest seniority being given the first layoff notice and then upwards.
5. The layoff notice shall be issued to the affected Member as per Section 13.2. The layoff notice shall detail the various options available to the Member as outlined in subsection 3, above.
6. A Member receiving a layoff notice shall have 10 calendar days in which to decide which of the options outlined in Subsection C, below, to exercise and to notify the City of their decision. The Member shall be responsible for reviewing the options list for accuracy and notifying the City in writing of any discrepancies or errors in the list.

C. Options

When a Member receives a layoff notice they shall have the following options:

1. Displace another Member in the same classification who has the least classification seniority.
2. Displace the least senior Member in a classification previously held with the Department, provided the Member exercising this option has more cumulative classification seniority. A classification "previously held" shall not include acting time.
3. Displace the Member with the least Department seniority in a classification, in the same or different division, if they meet the qualifications of that classification and have more Department seniority than the Member being displaced. For purposes of this section, the Department shall be divided into a suppression division and administrative division. A Member may only exercise displacement rights into another division if, within 30 days after receiving the layoff notice, the Member shall pass all entry level exams and meet the entry level qualifications for the other division.

D. Displacement

1. When a Member is displaced into a new classification, compensation will be at the appropriate step level, based upon Department seniority, of the newly assumed classification.
2. When a Member to be laid off in a lower classification has more Department seniority than a Member in a higher classification and is qualified to fill a vacancy in the next higher classification, as of the date the layoff notice is issued, and is unable to exercise Option C.1 or C.2, such Member may displace a Member in the next higher classification who has less Department seniority.
3. When displacement results in a Member assuming a classification not previously held, the Member shall be in probationary status in that classification. If the Member is unable to satisfactorily perform the duties of that classification, they will return to layoff status.
4. A Member may not displace into a classification from which they have been removed for disciplinary reasons.
5. Options C.1 and C.2 must be exercised, if available, before a Member may exercise option C.3.
6. Ties in classification seniority shall be broken by using in the following order:
 - a. Department seniority shall be used.
 - b. As a last resort, a random drawing shall be used.
7. If a Member receives a layoff notice with options that are impacted by the decisions of more senior Members in exercising their rights, changes to the options list will be made, in writing, by the City and provided to the affected Member. If the Member has no options available to them, the City shall notify the Member, and they shall be subject to layoff procedures.

E. Vacancies in Classifications

1. If a funded vacancy exists in a classification into which a Member would be eligible to displace, the Member will be placed in the vacancy rather than displacing another Member in that classification. This means the vacancy shall be treated as the lowest seniority position in the classification and will be filled prior to displacing anyone in an occupied position.

2. If there are multiple classifications into which a Member may displace (whether filled or vacant), the Member may choose which classification to fill.
3. Vacancy factors shall have no bearing on the provisions of this Section. No Member displaced or laid off may be denied reinstatement to their former classification based upon Department vacancy factors, regardless of nomenclature.

F. Miscellaneous

1. Pro-pay shall continue to be applied to a displaced Member's wages.
2. To retain displacement rights, Members must maintain required certifications for the classifications into which they wish to displace.

G. Recall

1. When a Member is displaced, that Member has recall rights back to a position in the classification previously held.
2. Recall to positions in a previously held classification shall progress in reverse order of the layoff or displacement procedure.
3. Members displaced from promoted classifications retain recall rights indefinitely or until they decline the offer to return to their prior classification. If the Member declines the recall, they lose their entitlement and must compete for promotions in the future on equal footing with other Members.
4. When a Member returns from lay off status, their seniority shall be adjusted to exclude the period of time laid off.
5. When a displaced Member returns to a position in a classification from which they were displaced, their seniority within the classification will be adjusted to reflect that they were never displaced.
6. When a position vacancy exists, the vacancy may not be filled until laid off or displaced Members have been given the opportunity to return to their former classifications. The same criteria shall apply when funding for a formerly held classification is restored and new positions are created.

H. Recall Procedures

1. Members must provide a current mailing address to the City so that they may be notified of recall.
2. Recall notices will be sent by certified mail with return receipt requested. The laid off individual shall have 10 calendar days to accept or decline the recall offer in writing.
3. Upon acceptance, the Member shall have up to 30 days to report to duty.

13.4 Termination of Seniority

Department seniority shall be terminated and the employer-employee relationship shall be severed by the following conditions:

1. Layoff of 36 months duration.
2. Refusing or declining a recall offer.
3. Resignation, retirement, or permanent separation from the bargaining unit (except as provided for under occupational disability rehire).

13.5 Classification Elimination

- A.** When a classification covered by the Agreement is eliminated, the affected Member in that classification may exercise transfer rights to another classification in the Department if qualified, as outlined in Section 13.3.
- B.** When a classification is eliminated, the duties of that classification may not be transferred to another with a parallel or lower base pay rate until the City and the Union agree to the appropriate wage rate for the changed classification.

ARTICLE 14: JURY DUTY AND COURT APPEARANCES

14.1 Jury Duty Compensation

Members required to serve on jury duty or subpoenaed as witnesses will suffer no loss in regular earnings but shall be compensated during their service at the appropriate rate of pay. Fees paid to jurors or witnesses while serving such duty will be returned to the City. Administrative leave shall be granted to any Member subpoenaed to appear in a court located other than in Fairbanks to appear as a witness as a result of actions performed while on duty with the Department.

14.2 Court Appearance

Members required to appear in court as witnesses as a result of actions performed while on duty shall suffer no loss in regular earnings but shall be compensated during their service at the Member's appropriate rate of pay. Fees paid the witness serving such duty shall be returned to the City. Members reporting for court appearances shall check in before and after their appearance at the Department administration office for duty time verification.

ARTICLE 15: SAFETY

15.1 Safe Work Conditions

All work shall be executed by the Member in a safe and proper manner, and the City shall provide for the safety of Members as prescribed by the provisions of State law or adopted regulations in effect during the term of this Agreement.

15.2 Safety Equipment

The City shall furnish necessary safety and medical equipment for the protection of the Members.

15.3 Safety Meetings

Regular safety meetings for each shift shall be held at least once a month during working hours without loss of pay to the Members. At each safety meeting, the Battalion Chief shall review the record of the last three safety meetings. Safety concerns will be recorded in a safety log by the Battalion Chief. Responses to safety concerns will be made in writing by the City before the next scheduled shift safety meeting.

15.4 Safety Committee

- A.** The Joint Safety Committee shall consist of five members. This shall include two members chosen by the Fire Chief, Assistant Chief, Fire Chief, and one Union Representative chosen by the Union President. This committee shall make recommendations to the Fire Chief on equipment, personal protective equipment, uniforms, and safety issues.
- B.** Upon request of the Fire Chief, or at least annually, the Joint Safety Committee shall meet and make recommendations to the Fire Chief. All Members shall be paid, at the appropriate rate of pay, for attendance at the meeting if it occurs on their scheduled day off.

- C. Work and/or projects generated as a result of the Joint Safety Committee shall be assigned and distributed through the chain of command.

15.5 Equipment Safety

- A. It shall not be considered a violation of this Agreement when a Member(s), having a reasonable concern, refuses to work with, ride, or wear unsafe equipment, or where safeguards are not provided, or when the facilities are not being maintained in a reasonable sanitary condition.
- B. No disciplinary action shall be taken against the Member(s) regarding such refusal until the Joint Safety Committee has met and reported to the Fire Chief on the merits of the safety concern.

15.6 Protective Clothing

- A. The City agrees to furnish, where the nature of assigned duties dictates, any special protective clothing or device that the Fire Chief determines to be necessary to the health and welfare of the Members and which meet the State law or adopted regulation applicable to the clothing or device.
- B. Items furnished remain City property. All protective clothing or devices shall be inspected at least annually by the City and shall be replaced if found defective, based upon original specifications or design. The Union may recommend to the Safety Committee specifications of protective clothing essential for the duties of the Department.
- C. Any new provision or change in the State law or adopted regulations shall not be applied retroactively to existing clothing or equipment unless the law or regulations so states.

15.7 Station Uniform

- A. When the City requires certain attire to be worn by the Member, an initial issue of attire as listed below shall be provided by the City at no cost to the Member upon hiring or when a new item is required.
- B. The Department will maintain clothing allowance account balances for all members. Members will have the ability to cash out the full value of their clothing allowance balance upon separation of service. All members employed by the City on January 1, 2018, will have a lump sum of \$600 deposited into their clothing allowance account. On January 1, 2019, members will accrue monthly clothing allowance contribution of \$50.00 per month.

C. The Department will establish the uniform to strive to meet NFPA 1975 in consultation with the Safety Committee.

D. The initial issue shall consist of the following uniform attire:

- 2 shirts, Class B, short or long
- 1 uniform badge, collar brass, name tag
- 2 trousers
- 1 parka
- 1 pair of shoes or boots, black (not to exceed \$350)
- 1 pair EMS/ Tech rescue pants
- 4 tee shirts, navy blue
- 1 ball cap, navy blue
- 1 uniform style belt, black
- 1 watch cap/winter stocking cap
- 2 job shirts

E. Continuing Clothing Allowance

- a After initial issue, it will be the responsibility of each member to maintain and restock the items listed in the SOPs.
- b Members purchasing EMS pants within 3 months of the signing of the CBA will have an additional \$250 placed in their clothing allowance to pay for half the EMS pants.
- c Members may purchase a set of bed linen once per calendar year.

15.8 Staffing Levels

A. Emergency vehicles shall have assigned to them the minimum number of Members as listed below. This does not prohibit the assigning of dual roles such as the staffing of the rescue apparatus, second or subsequent ambulance, or a tanker/tender. Paramedic and EMT III status shall be a consideration in second or subsequent ambulance assignment.

B. Minimum Apparatus and Staffing

Command Vehicle: 1 Battalion Chief

Headquarters Engine: 1 Captain
1 Driver
1 Firefighter

Substation Engine or Second-Line Engine: 1 Captain
1 Driver
1 Firefighter

Ambulance: 1 Paramedic
1 Firefighter/EMT

If additional members are on duty, at least one Member will be assigned to the Aerial Device.

C. In addition to the minimum apparatus and staffing listed in Section 15.8.B, the department will have one additional paramedic on duty always. This second paramedic may fill any other minimum staffing position except Battalion Chief. This position will be filled only after all other overtime positions are filled and there is still no second paramedic on duty.

D. Optional Apparatus

Additional companies or ambulances may be activated with the following minimum staffing:

Engine: 1 Captain
1 Driver
1 Firefighter

Ambulance: 1 Paramedic
1 Fire Fighter/EMT

Aerial Device: 1 Driver
1 Captain

E. Substations

Substations shall be staffed with a minimum of one Captain, one Driver, and one Firefighter, regardless of type of apparatus.

F. Fire Prevention

The City shall employ a minimum of one Member for the purpose of fire prevention except as noted in 6.5 (A) 3.

15.9 Mandated Health Training

Before being counted toward minimum staffing, a Member must complete mandated health training as determined by the City Risk Management Department including, e.g., TB screening, starting Hepatitis A and B series, submittal of shot records, and training in use of personal protective equipment.

15.10 Drug Testing

See Appendix A

ARTICLE 16: ECONOMIC

16.1 Wages.

A. Pay scale effective 0800 hours on January 1, 2018: TBP

Cost of Living: Effective 1/1/18

1. The Package rate (total health care premium and wages) increase for 2018 will be 2.3%
2. Wage Reopeners: Each of the remaining years of the contract (2019,2020,2021) will have a wage reopener. The wage reopener discussions will begin Nov 1 of the year before.
3. Package rate will be applied in the following manner. The first portion of the rate will go to maintain an 80/20 split on health care premiums (Article 5.6B). The second portion (the remaining portion) will be added on to base wages.
4. If Health care premium increases are greater than the Package increase all the increase will go to health care.

B. Admin Assistants and Clerks are hired at 90% of pay scale for first 12 months of service.

C. Persons hired in a Deputy Fire Marshall position above Recruit Deputy Fire Marshall shall receive the starting step of the position hired.

16.2 Pro-Pay:

Pro-pay is based on Firefighter IV for all suppression classifications and added to Member's base rate. This pro-pay schedule shall go into effect at 0800 hours of the first day of the pay period following date of signing.

- A. **Paramedic** 7%
- B. **EMT III, Firefighter** 3% (actual firefighter classification)
- C. **EMT III, Driver & Captain** 2%

(Note: Paramedics do not receive EMT III pro-pay)

- D. **SCBA and/or Breathing Air Specialist** 3%

Self-Contained Breathing Apparatus (SCBA) specialists are designated at the discretion of the Fire Chief, to be trained and certified by the SCBA manufacturer to perform maintenance on SCBA units. Breathing Air Specialists are designated at the discretion of the Fire Chief to be trained as required by the City and the breathing air compressor system manufacturer to perform maintenance and system tests

- E. The assigned Medic to M1 and M2(when staffed) 10%
- F. The assigned Driver to M1 and M2(when staffed) 5%
- G. **Data Processing Specialists** 3%

Member(s) designated at the discretion of the Fire Chief to coordinate data processing and computer system operations within the Department.

- H. Acting Company Officer (CO) 5%

1. Top 3 Members of the Captain promotion list will be assigned the Acting CO pro-pay.
2. Acting CO may be moved platoons to ensure there is one per platoon.
3. When a Captain is gone Acting CO will work as the Company Officer
4. Article 6.3D4 Assignment to acting Position does not apply to Acting CO's
5. Over time for out of classification falls under acting call out rules.

Pro-pays A, B, C, D, E, F, H are only available for suppression members. For purposes

of Subsections E and F, only one paramedic and only one driver may receive this pro-pay at any one time on each ambulance.

16.3 Overtime Rates

A. Members shall be compensated at their rate of pay or acting rate of pay, whichever is applicable, for overtime at the following rates, in 1/2-hour increments:

1. FLSA rate compliance (hours in excess of 182 worked in a 24-day cycle) 1.5 X regular rate.
2. Holdover (non-holiday): 1.5 X regular rate.
3. Callback for training or other than specified in this Agreement: 1.5 X regular rate, 2 hours minimum.
4. Callback for staffing: 1.5 X regular rate, 4 hours minimum.
5. Special over time: 1.5x regular rate, 2 hours minimum.
6. Callback for emergency, investigation, or holidays; and holdover on holidays: 1.5 X 40-hour rate.
 - a. Holdover, ½ hour minimum.
 - b. Emergency and investigation, 2 hours minimum.
 - c. Staffing, 4 hours minimum.
7. Members who agree to participate as part of the City's participation in non-city events (state forestry, etc.) will follow the overtime guidelines of the agency that is directing their work. Payment will be under federal guidelines as outlined under payroll recording keeping guidance for career firefighters as outlined by the US Fire Administration.
8. Mandatory Holdover Overtime (forced): 1.5 X 40-hour rate. Holiday: 2 X 40-hour rate

B. The 40-hour rate for Members working a suppression schedule is calculated by multiplying the Member's regular rate by 56 and then dividing that amount by 40.

C. Compensatory Time: 40-hour members can accrue Comp time in lieu of overtime, at the member's discretion, at the appropriate OT rate. Comp. Time off shall be taken in the same manner as annual leave, subject to federal and state law.

16.4 Official Travel Outside City

- A.** Members designated by the Fire Chief either to receive job-related training or education or to represent the Department/City at conferences or meetings at locations other than within the Fairbanks North Star Borough, shall have all expenses for transportation, meals, and lodging prepaid to the vendor by the City.
- B.** When prepayment to a vendor is not possible or is impractical, the Member shall be reimbursed for actual cost of air transportation, ground transportation, and lodging (receipts are required for reimbursement) and per diem shall be paid to the Member prior to the Member departing Fairbanks.
- C.** Per diem shall also be paid when the Member is away on authorized business for less than a 24-hour day not involving overnight lodging.
- D.** Per diem shall be \$40.00 per day.
- E.** Per diem shall be \$25.00 when the attendance required for training, education, or at conferences or meetings exceeds seven days. This rate begins on the eighth calendar day.
- F.** Per diem shall not be provided when costs for air transportation, ground transportation, lodging, and meals are paid by another agency other than the City.

ARTICLE 17: PERSONNEL RECORDS

17.1 Record Keeping

A Member's official personnel file may include, but shall not be limited to, the Member's application, reports of results of pre-employment investigations, reports of work performance, progress and disciplinary actions, personnel actions, and survivor benefit forms. The Member's personnel file shall be maintained by the Mayor or his designee. A partial working duplicate of said file may be kept at the headquarters fire station and maintained by the Fire Chief.

17.2 Records Access

An individual Member and the Union shall have access to Members' personnel files and the right to examine all records pertaining to Members for matters covered by this Agreement, on proper advance notice to the City, subject to the City's rights of attorney client communications, attorney work product, executive privilege, public deliberative process privilege, or other judicially recognized privilege.

17.3 Records Confidentiality

To the extent permitted by law, records in the personnel file shall be held confidential and not released to persons not authorized access under this Article, unless sought by court order or subpoena. Personnel records may always be inspected by the Fire Chief or other appropriate personnel as determined by the Mayor.

17.4 Records Contents

- A.** Members have the right to comment, in writing, upon items contained in their personnel file. Before any adverse comment or document is placed into a Member's personnel file, the Member shall be made aware of the comment or document. The Member has the right to file a written response to the adverse material, and the Member's response will be contained in the personnel file.
- B.** Personnel records will not be used as a private dossier on Members, nor shall they contain any materials which a Member has not seen or had the opportunity to comment on.

17.5 Disciplinary Actions

- A.** A record of the following disciplinary actions shall be placed in the Member's personnel file:
 - 1. Written reprimand(s)
 - 2. Suspension(s) without pay
 - 3. Involuntary transfer(s)
 - 4. Demotion(s)
 - 5. Termination
- B.** This does not prevent a Member's immediate supervisor(s) from maintaining a file(s) containing information intended to assist the supervisor(s) in evaluating the Member or to serve as a record of counseling, warnings, and/or oral reprimands. A Member has a right to inspect said file(s) upon reasonable notice in the presence of the supervisor(s).

17.6 Disciplinary Action Expiration

Documents reflecting disciplinary action contained within a Member's personnel file, which are dated five years or older, shall not be considered the older the information is for use at subsequent disciplinary proceedings.

17.7 Union Access to Information

It is recognized that during the Union's efforts to represent its Members and bargain in good faith, it may legally obtain certain information from the City that could be considered confidential under local, state, or federal law. The parties agree that the primary consideration in obtaining such material is the furtherance of the bargaining and representation positions that may be taken by the Union and that frivolous and unnecessary dissemination shall constitute a violation of this Article. Reasonable usage within the context of lawful lawyer/client privilege, duty of fair representation issues, and any constitutionally protected right shall not constitute a violation of this Article.

17.8 Indemnification

- A.** In the event any claim or claims are made by a person or persons against any Member for actions done while in the scope of employment covered by the terms of this Agreement, the claim shall be defended by the City and any liability which is incurred by a Member covered by this Agreement as a result of the claim or claims shall be paid by the City. Any claim or claims, or liability resulting there from, shall not be paid by the City if the claim or claims are based upon acts or omissions of any Member resulting from recklessness, gross negligence or intentional misconduct.
- B.** In the event the City resolves an action or claim involving a Member for purely pragmatic reasons not involving any misbehavior by the Member, the City will issue a letter to the Member stating the reasons for the settlement, with a copy placed in the Member's personnel file.
- C.** This section shall be read in conjunction with the terms of any City ordinance providing for indemnification of City employees, and the protection of both this section and the ordinance shall apply, provided that, in the event of any conflict, the provisions providing the maximum protection to the Member shall prevail.

ARTICLE 18: ENVIRONMENT

18.1 Environment

- A.** The City and the Union recognize the importance of maintaining a safe, healthy, and sanitary working environment.
- B.** Suppression Members are required to work and live within quarters provided by the City for a significant part of the work year. Standards for living and working conditions will help ensure the readiness of Members to carry out their duties.

18.2 Station Environment

- A.** All fire stations shall have dormitory facilities, which include institutional standard beds, sanitary mattresses and bed linen. Station air quality, lighting, and temperature control shall meet applicable State adopted standards.
- B.** Adequate supplies of hot water for dish washing and showering must be available always. If hot water is not available in a manned station, Members will be permitted to use the facilities in other stations.
- C.** All stations shall have bathroom facilities and shower stalls which should be vented and isolated, in accordance with applicable local health codes.
- D.** All stations shall have kitchen facilities, which include the following major appliances: stove (4 burner minimum), refrigerator/freezer, dishwasher, and microwave oven(s). The appliances shall be no smaller than those currently provided at each manned station. Each station shall have facilities for washing and drying uniforms. The City will provide for the cleaning of turnouts by using a commercial cleaning company or by providing suitable turnout washing machine(s).
- E.** All stations shall include a habitable living area, which includes usable furniture.
- F.** All areas covered under Section 18.2, Station Environment, are not applicable during area wide emergency, i.e. power outage, earthquakes, etc.
- G.** The City agrees to repair or replace kitchen appliances and utensils, station furniture, bedding, and heating and cooling equipment in a timely fashion as they wear out.
- H.**

A Station Facilities Committee consisting of the Fire Chief, an additional City representative, and two representatives from the Union shall determine the future environmental needs of the fire station(s) and schedule repairs/purchases on a priority basis, as funding becomes available.

18.3 Parking

- A.** The City shall provide parking facilities and electrical connections for head bolt heaters at existing installations and at any newly constructed fire stations.
- B.** Head bolt heater outlets shall operate 24 hours per day when the outside temperature is either 10^o F or the temperature recommended by the Fairbanks

North Star Borough Department of Environmental Services, whichever is warmer. The City will endeavor to provide outside parking areas with snow removal and sanding for icy conditions.

ARTICLE 19: PROMOTIONS AND PROBATIONARY PERIODS

19.1 Promotional Process

- A. The regular promotional list [hereinafter the "list"] will go into effect January 1 of odd numbered years.
- B. The renewal process and notification of regular promotional test dates will be posted at least three months prior to the date of the written exam, which shall be held during the final quarter of each even numbered year.
- C. Any changes to the resume grading requirements will be posted 12 months prior to the promotional test.
- D. In the event the list is exhausted prior to the expiration date, a new list shall be established. Such list shall be good until the next regular list is established. If the list is exhausted 9 months or less prior to the next regular promotional test, the Fire Chief may choose to not test until the next regularly scheduled test.
- E. The Department will strive to post the regular list before the expiration of the previous list.
- F. An applicant must turn in the completed written test application to the Fire Chief at least six weeks prior to the scheduled exam date.
- G. An applicant must have signed for a receipt of the qualification list at the time of receiving study material.
- H. Time in classification requirements are based on the date the list goes into effect.

19.2 Eligibility Requirements

A. Driver Engineer:

- 1. Have a minimum of three years of experience in fire suppression with the Department;
- 2. Shall be checked out on listed apparatus at least one week prior to the exam date using current check off standards;

3. Pass the Department's written test; and
4. Be a State of Alaska certified Firefighter II.
5. Must have 60 hours of documented drivers training per NFPA/ISO

The Union and the City shall meet and confer about adding language for practical testing and/or certification for the 2019 testing cycle. This process will take place before 1/1/2018.

B. Captain:

1. Have a minimum of three years of experience as a driver/engineer in the Department, or have 10 years of total department experience;
2. Non- driver/engineer applicants must be checked of on all listed apparatus one week prior to the exam date using current check off standards; and
3. Pass the Department's written test.

The Union and the City shall meet and confer about adding language for practical testing and/ or certification for the 2019 testing cycle. This process will take place before 1/1/2018.

C. Battalion Chief:

1. Have a minimum of three years of experience as a captain in the Department; and
2. Pass the Department's written test.

The Union and the City shall meet and confer about adding language for practical testing and/ or certification for the 2019 testing cycle. This process will take place before 1/1/2018.

D. Deputy Fire Marshall I:

1. Have a certification as I.C.C. company officer fire code inspector or equivalent.

E. Deputy Fire Marshall II:

1. Be certified as an I.C.C. fire code inspector or equivalent and national or Alaska Certified Fire Investigator; and
2. Have a minimum of three years of experience as a Deputy Fire Marshal I or equivalent.

F. Deputy Fire Marshall III:

1. Have an associate's degree in fire science or higher degree in a related field or the equivalent thereof by work experience, as set forth below in this section;
2. Have a minimum of five years of experience as a Deputy Fire Marshal II or equivalent;
3. Have maintained certification as a national or state certified fire investigator and I.C.C. fire code inspector; and
4. Be certified as an I.C.C. Fire Plan Examiner.

G. Paramedic Selection:

1. Criteria used to select a candidate for initial City sponsored paramedic training shall be:
 - a. Hold the classification of Fire Fighter, Driver, or Captain;
 - b. Completed initial hire probationary period in fire suppression by the effective date of the Selection List;
 - c. Drivers will be ranked below all the Firefighters who have taken the test. Captains will be ranked below the Drivers;
 - d. Seniority shall be based on continuous time in service with the Fairbanks Fire Department as defined in Section 19.3A; and
 - e. Successfully complete all entry requirements of the paramedic training school being used (pass/fail).
2. The City shall send two members to paramedic school during the three-year period following the signing of this agreement.

19.3 Promotional Testing

A. Promotional Seniority

1. Based on the date the list is to take effect;

2. .25 points per full calendar month with no points given for partial months, for a maximum of 20 years or 60 points;
3. Promotional seniority applies to continuous time spent in the Department;
4. A full month is credited when an individual was hired/promoted on the first, second or third of the month. This applies to suppression Members and 40-hour Members.

B. Written Exam

1. Minimum passing score is 70%.
2. The selection of an up-to-date bibliography (study resources) will be done by mutual agreement of the Fire Chief and a Union representative. The Union will provide the Fire Chief with the name of a Member from each classification to be tested for, who will coordinate with the Fire Chief for bibliography selection. However, the Fire Chief has the right to reasonably reject any such person whose name has been provided by the Union. In the event of a rejection, the Union shall without delay provide the name of a different person.
3. The Fire Chief will make arrangements for all on duty Members to take the exams at no loss of leave time or standbys to the Member.

C. Oral Exam and Board

1. An oral board ("Board") shall be composed of five persons as follows:
 - a. Three City representatives of whom one will be a city employee and one will have a fire service background (for the Paramedic board one will have a medical background);
 - b. If the Fire Chief is doing the Chief's Interview, they may not participate in the Oral exam;
 - c. A Member who holds, or has held, the classification being tested for, with the selection of said Member to be by the Union; and
 - d. A representative of the Union.
2. The Board shall formulate up to 10 questions to be asked of each applicant for a particular classification. Applicants for the same classification shall all be asked the same questions.

3. Each question shall be worth a maximum of five points, with five being the highest score. Each member of the Board will assign points to each applicant's answer to each question. The total of the Board's points assigned to each answer shall be tallied and divided by the number of Board members to arrive at an average score for each answer.

D. Resume

1. The Board shall also consider an applicant's resume. Resumes shall be turned into the Fire Chief one week prior to the Oral Boards.
2. The HR office will submit, with the applicant's resume, a list of any disciplinary action that the Member may have received, up to five years prior to the promotional exam.
3. The selection of grading requirements will be done by mutual agreement of the Fire Chief and the Union President.
4. Each member of the Board will assign a score to each applicant's resume. The total of the Board's points assigned shall be tallied and divided by five to arrive at an average score for this part of the exam.

E. Chief's Interview

The Fire Chief shall conduct an interview of the applicants in a manner deemed appropriate. Whatever process the Chief chooses, it must be clearly stated before the written test and must be consistent throughout the process.

19.4 Promotional List

- A.** The promotional list shall be established by combining the category scores in the following manner:
 1. Written exam = 40%
 2. Oral exam = 30%
 3. Resume (scored by oral board) = 10%
 4. Chiefs Interview = 10%
 5. Seniority points = 10%
 6. Total = 100%
- B.** The list shall be established by ranking the Member with the highest point total as number one, the Member with the next highest points as number two, and will

continue in this manner until all qualified applicants are sequentially listed. The Fire Chief will promote from the top of the list.

19.5 Probation Status

A Member who accepts any promotion to a classification covered by this Agreement or any position with the City that is not within the Union covered by this Agreement will be able to return to his previously vacated classification for any reason during the time the Member is on probation in the promoted position. If a Member returns to his former classification, he will be placed at the bottom of the promotional list from which he vacated.

19.6 New Hire Probationary Requirements

- A.** Evaluations shall be done by shift officers, as coordinated by the Battalion Chief, at two months and six months.
- B.** Complete skills check off sheets that are based on NFPA fire fighter I qualifications and
- C.** Successfully complete a practical exercise that is based on the skill sheets.
- D.** After successfully completing above subsections B and C, above, the person shall be counted for "minimum staffing".
- E.** Standard new hire probation is six months but may be extended by the Fire Chief up to twelve additional months.

19.7 Promotional Probationary Period

- A.** Standard promotional probation is six months but may be extended by the Fire Chief up to twelve additional months.
- B.** Evaluations shall be done by shift officers, as coordinated by the Battalion Chiefs, at two months and five months, except that Battalion Chiefs shall be evaluated by the Fire Chief or designee.
- C.** A Member, who does not successfully complete probation, will be returned to the classification held prior to promotion without loss of classification seniority. Such Member's name shall be removed from the promotional list.

19.8 Voluntary Demotion

- A. A Member who takes a voluntary demotion will be placed on the bottom of the promotional list of the vacated classification until the next promotional list is posted. If the voluntary demotion is after the deadline for signing up for the promotional process, the Member will be placed on the bottom of the new list.
- B. A Member who declines a promotion will be placed on the bottom of the current promotional list. If the Member is the only person on the list, the list will be considered exhausted.
- C. A Member must re-test once the list they have Voluntarily demoted to expires. Members who do not choose to re-test may not work in the position they demoted from under the previously held classification rules.

Article 20: EMPLOYEE PROFESSIONAL STANDARD OF BEHAVIOR & PROVISIONS RELATING TO DISCIPLINE AND FORMAL INVESTIGATIONS

20.1 Duty of All Fire Department Employees

Since the public literally places their lives and property in the hands of Fire Department employees, it is essential that the public has full trust in Fire Department employees. In the course of their service to the public, Fire Department employees render service to the vulnerable and have direct access to private areas of residential, retail, and commercial property. The parties to this Agreement recognize that Fire Department employees have the duty to serve the City with complete professionalism, honesty, integrity, and dedication always. This includes the duty to:

- A. Treat the public and fellow employees with respect;
- B. Make suggestions to improve service;
- C. Truthfully cooperate in informal and formal investigations, provided that an employee being interviewed shall be informed that failure to answer questions directly related to the investigation can result in disciplinary action, which may include discharge;
- D. Recognize that there is no employee expectation of privacy for City-owned vehicles, public work areas, or desks. Employee lockers and dormitories may only be inspected in the presence of the employee or in the absence of the employee with the employee's consent;
- E. Report violations of laws, Department Rules and Regulations, and Standard Operating Procedures; and

- F. Behave in a manner that inspires public trust and support.

20.2 Added Duty of Fire Officers

The day-to-day operation of the Fire Department is entrusted to the Fire Officers. Fire Officers have the additional responsibilities beyond Section 20.1 to:

- A. Manage the safe and efficient operation of the department;
- B. Cooperate with other agencies; and
- C. Give verbal and written discipline of subordinates if needed.

20.3 Just Cause for Disciplinary Penalty

Just cause must exist for the issuance of any disciplinary penalty. Notwithstanding any other definition or test(s), “just cause” to impose a disciplinary penalty under this agreement shall mean:

- A. Members are informed of behaviors which breach their duty as employees.
- B. A fair and impartial investigation will be conducted before the disciplinary penalty is imposed.
- C. In any review of disciplinary action by an arbitrator, the standard of proof by the City is the preponderance of the evidence – a finding that the evidence shows it is more likely than not that behavior occurred which breached the Member’s duty.
- D. Rules are evenly applied; provided that disciplinary penalties in particular situations may vary subject to subsection E, below.
- E. The totality of the individual Member’s work record is considered in imposing a penalty; it may be appropriate to impose different disciplinary penalties for the same breach of duty to different Members in light of their employment history.
- F. Discipline shall normally be constructive and progressive; except that the parties recognize that certain conduct that is so obviously serious that the Member is expected to know that a disciplinary penalty beyond a reprimand may be imposed without express warning or prior discipline.

20.4 Disciplinary Representation

Members shall be entitled to representation by the Union during a formal investigation. In addition, Members are entitled to Union representation when they are interviewed or questioned during an informal investigation.

20.5 Formal Disciplinary Investigations

The following provisions shall apply to an interview of a Member who is the subject of a formal disciplinary investigation:

- A.** A Member under formal investigation shall be informed by the City, in writing, of the nature of the investigation and provided a copy of the alleged violation(s) within two business days for 40-hour employees and ten calendar days for suppression employees from the date the formal investigation is initiated by the Fire Chief. In addition, the City will notify the Member and Union President verbally the day any formal investigation is initiated. For purposes of this sub-section, if either the Member or Union is unavailable, voicemail or email notice shall suffice.
- B.** The Union shall be informed, in writing, of a formal investigation concerning a Member which could lead to disciplinary action.
- C.** Interviews shall be conducted at a reasonable hour and not exceed a reasonable length of time, preferably during the time a Member is on duty. A Member shall be compensated at the FLSA rate if the interview occurs during off duty time.
- D.** The interview may be recorded, and if it is, the Member shall have access to the recording. The interviewed Member shall also have the right to bring their own recording device and record all aspects of the interview and, if they do, the Member shall provide access to the recording to the City. No recording device shall be used by any party unless the Member and the City are made aware of the fact prior to such interview. The Member shall be entitled to any transcription of the recording, if such is prepared.
- E.** The Executive Board will be notified, in writing, of the final outcome of formal investigation.
- F.** Upon completion of a Formal Investigation and subject to the City's rights to confidential attorney-client communications or attorney work product, the Union shall have the right to examine all records pertaining to the Formal Investigation.
- G.** No Member shall suffer a reduction in pay or benefits prior to imposition of a disciplinary penalty.

- H. Subject to Section 17.5, all formal disciplinary penalties shall be recorded in the Member's Personnel File and shall constitute the official record to be used in disciplinary actions and any subsequent consideration for promotion.

20.6 Pre-disciplinary Meeting

- A. In the event the Fire Chief recommends that a non-probationary Member be suspended without pay, demoted, or involuntarily terminated, the Member will be notified, in writing, of the reasons for proposed discipline.
- B. Any non-probationary Member who receives a notice of proposed suspension without pay, demotion, or discharge may, within three calendar days from the date of receipt of the notice of proposed action, request a pre-disciplinary meeting with the Mayor before a final decision is made. After the request is made, such meeting shall be held within three calendar days, unless an extension is mutually agreed upon. The meeting shall be informal, but the Member shall be entitled to Union representation. The Member shall be placed on paid administrative leave pending the meeting with the Mayor. If both the Fire Chief and Union agree the Member may continue to work pending the meeting with the Mayor.
- C. This Section does not apply to termination of probationary Members. A probationary Member who is terminated will be released from completing the balance of the shift but shall be paid through the end of shift. A terminated probationary Member is free to request a post-termination meeting with the Mayor. The Mayor has the option to agree to the meeting request.

20.7 General Guidelines

- A. The City will not cause or require the Member under investigation to be subjected to visits by the press or news media nor shall the Member's home address, telephone number, or photograph be given to the press or news media by the City without the Member's express consent.
- B. Other than to report whether an administrative investigation is underway, neither the City nor the Union, or any of its Members, will give the press or news media any information concerning the investigation until the investigation has been closed.

20.8 Outcome of Formal Investigations

All formal investigations will include one of the following dispositions for each allegation:

- A. "Substantiated" means that the act of misconduct or violation complained of occurred.

- B. “Unsubstantiated” means that there was insufficient evidence to prove or disprove the allegation.
- C. “Exonerated” means that the act alleged did occur but the Member's actions were lawful and proper.
- D. “Unfounded” means that the act alleged did not occur.
- E. “Other Misconduct Noted” means the investigation revealed an act of misconduct or violation not alleged in the complaint.
- F. “Withdrawn Complaint” means either the complainant has decided against pursuing the matter or failed to cooperate to the extent necessary to complete the investigation.

Article 21: TRAINING AND PROFESSIONAL DEVELOPMENT

21.1 Essential Training

The City will provide, at no cost or loss of time (on pay status during training) to Members, training which is essential to the operation of the Department or as required by the Department.

21.2 Specific Training

A. All Members

1. Hazardous Materials Operations level training and required refresher training;
2. Emergency Medical Technician I training;
3. Emergency Medical Technician I, II, or III (whichever is appropriate), refresher training;
4. Continuing Medical Education (CME) as required by the State;
5. Cardio-pulmonary Resuscitation (CPR) training;
6. Training deemed necessary by the City’s physician sponsor; and

7. Firefighter I & II.

B. Paramedics

1. Initial paramedic instruction and required internship;
2. Advanced Cardiac Life Support (ACLS), complete course every two years;
3. Pediatric Advanced Life Support (PALS), complete course every two years;
4. Biannual refresher training as required by the National Registry of Paramedics for maintenance of national registry certification;
5. Continuing Medical Education (CME) as required by the State; and
6. Training deemed necessary by the City's physician sponsor.

C. SCBA Technicians

1. SCBA Level II, III technician training and required refresher training; and
2. Members responsible for air (breathing) compressor maintenance shall receive training as required by the equipment manufacturer and applicable regulations.

- D.** The City shall provide for the reasonable cost of training, but not including on-duty time or overtime, of any Member desiring to become an EMT II and/or EMT III. The City shall provide for administrative leave if staffing permits.

E. Training Administration

1. The City will provide the mechanism for Members to take the initial certification or recertification practical and opportunity to take the written exam for certification.
2. Training listed in this Section 21.2 will be scheduled at least 60 days in advance and posted in writing.

21.3 Training Allowance

In an effort to provide Members with educational opportunities and thereby better serving the public, it is agreed that each Member shall be provided with the following annual training allowance, based on rank, to be used for job related education and/or training:

Firefighter and Deputy Fire Marshall	\$500
Driver and Deputy Fire Marshall II	\$500
Captain and Battalion	\$500
Paramedic	\$500

A. Training Allowance Administration

1. Training received under this program shall be determined by the Member and shall be related to fire suppression, fire investigation, fire prevention, emergency rescue, hazardous materials mitigation, and/or emergency medical treatment. Officers and Deputy Fire Marshall III may also include management training.
2. The Paramedic allowance is for paramedics only and is in addition to the allowance based on rank. This allowance may only be used for emergency medical training. The Paramedic allowance may be used in combination with the allowance based on rank for emergency medical training.
3. Allowance may not be used for training required by the City and/or training received while on duty.
4. Allowance may be used for any necessary combination of:
 - a. Tuition, seminar cost, etc.
 - b. Required fees and supplies
 - c. Transportation, transfers, vehicle rental
 - d. Lodging
 - e. Per diem
5. Members shall participate in training under this program during off-duty hours using any combination of annual leave, stand-bys, and/or off-duty days.
6. Members shall be covered by workers' compensation while participating in training and while traveling to or from training.
7. Application for training under this section must be made prior to November 1 of each year. Any unused funds will be rolled over to an individual's account. An individual's account will be capped at \$1,500 (\$3,000 for Paramedics). Any amount over the cap will be returned to the City.

ARTICLE 22: DEFINITIONS

Administrative Officer – Battalion Chief or Captain whose duties include training of personnel, functioning as a Safety Officer and other duties as assigned by the Fire Chief. An Administrative Officer may fill in for a suppression Battalion Chief or Captain in accordance with Section 6.11.

Base Rate – the hourly rate for a classification.

Calendar Year – January 1 through December 31.

Callback – Off-duty Member who is contacted and comes to work when not scheduled

City – City of Fairbanks

Classification – Department rank or position.

Day – in computing any time prescribed or allowed, the day of the act or event from which the time begins to run is not to be included.

10 days or less: weekends and holidays are excluded

11 days or more: no days are excluded.

If the final day of the time period falls on a weekend or holiday, then the weekend following will be considered the final day.

Department – Fire Department of the City of Fairbanks.

Disciplinary Penalty – includes oral reprimand (the existence of which may be confirmed in writing), written reprimand, suspension without pay, disciplinary transfer, demotion or discharge.

E.M.T. – Emergency Medical Technician levels as defined by the State. See 7 AAC 26.010- 26.150, as amended.

F.G.C. – Fairbanks General Code of Ordinances.

F.L.S.A. – Federal Fair Labor Standards Act.

Fire Chief – person designated to have administrative authority over the Fire Department designated by the City as Fire Chief, Department Head or otherwise designated.

Investigation, formal – the process, beyond the Informal Investigation/Fact Finding, to determine the extent and/or validity of an allegation of a rule violation, misconduct, or other wrong doing.

Investigation, informal – the initial determination of facts leading to the formulation of an allegation of a rule violation, misconduct, or other wrong doing.

Layoff – a reduction in the number of Members employed within the Department due to a shortage of funds, a lack of work or other material changes which are outside a Member's control and which do not reflect discredit upon the service of the Member.

Mayor – Mayor of the City.

Member – an employee working in a job classification who is currently employed and working in the Department.

P.E.R.A. – State of Alaska Public Employment Relations Act.

Platoon – the suppression schedule employees assigned to work at the same time and on the same schedule, designated by the letters A, B, and C (previously referred to as A Shift, B Shift, and C Shift).

Qualification – additional responsibility above the classification. Current qualifications are:

- A. Paramedic;
- B. Acting Battalion Chief;
- C. Acting Captain; and
- D. Acting Driver.

Rules & Regulations – work rules promulgated by the Fire Chief, with review by the Union, governing work performed by employees.

Shift – a 24-hour block of assigned work time beginning at 8:00 a.m. and ending at 8:00 a.m. on the following day.

S.O.P. – Standard Operating Procedures governing the day to day operations of the Fire Department.

Source Platoon – the platoon from which a member is being transferred.

Target Platoon – the platoon to which a member is being transferred.

Tour – the regularly assigned schedule for suppression schedule employees consisting of 48 hours on duty (2 Shifts) with 96 hours off duty.

U.L.P. – Unfair Labor Practice as outlined by P.E.R.A.

Union – the Fairbanks Fire Fighters Union, Local 1324 of the International Association of Fire Fighters (IAFF).

City of Fairbanks

Fairbanks Fire Fighters Union

Jim Matherly, Mayor

Scott Raygor
President IAFF Local 1324

Appendix A. – Drug Testing

The procedures outlined in this document for drug and alcohol testing shall be covered by all other applicable Articles of the CBA between the City of Fairbanks and the Fairbanks Fire Fighters, Local 1324, IAFF.

Section 1 Policy:

The City of Fairbanks and the Fairbanks Fire Fighters, Local 1324, IAFF, recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty.

Section 2 Informing Employees About Drug and Alcohol Testing:

All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him/her. Prior to any testing, the employee will be required to sign the attached consent form and release form. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Employer. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within 1 year of completing an appropriate rehabilitation program.

Section 3 Employee Testing:

Employees shall not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence exists establishing probable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in this policy.

Involvement in a fatal or serious bodily injury accident or in an accident involving substantial damage (exceeding \$30,000); or an observable phenomena, such as direct observation or drug/alcohol use or the physical symptoms of being under the influence of a drug/alcohol; or A pattern of abnormal conduct or erratic behavior; Or An arrest and conviction of a drug related offense; Or Information

provided by reliable and credible sources that have been independently corroborated.

Section 4 Sample Collection:

The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Union and the City of Fairbanks. The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyzed unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician. Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by NIDA. The Union and the City of Fairbanks agree that security of the biological urine and blood samples is absolutely necessary; therefore, the City of Fairbanks agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purposes. Blood or urine samples will be submitted as per NIDA standards. Employees have the right for Union or legal counsel representatives to be present during the submission of the sample. A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least 12 months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed. Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

Section 5 Drug Testing:

The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

- Marijuana metabolites 100 ng/ml
- Cocaine metabolites 300 ng/ml
- Opiate metabolites [1] 300 ng/ml
- Phencyclidine 25 ng/ml
- Amphetamines 1,000 ng/ml

[1]: If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GS/MS) techniques at the following listed cutoff values.

- Marijuana metabolites [1] 15 ng/ml
- Cocaine metabolites [2] 150 ng/ml
- Opiates Morphine 300 ng/ml
- Codeine 300 ng/ml
- Phencyclidine 25 ng/ml
- Amphetamines
 - Amphetamine 500 ng/ml
 - Methamphetamine 500 ng/ml

[1] Delta-9-tetrahydrocannabinol-9-carboxylic acid

[2] Benzoyllecgonine

If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 6 Alcohol Testing:

A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. This screening test shall be performed by an individual qualified through and utilizing equipment certified by the Fairbanks Police Department. An initial positive alcohol level shall be .10 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .10 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 7. Medical Review Physician:

The Medical Review Physician shall be chosen and agreed upon between the Union and the City of Fairbanks and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and medical conditions and work exposures of the employees. The role of the Medical Review Physician will be to review and interpret the positive test results. The Medical Review Physician must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical

factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

Section 8 Laboratory Results:

The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he/she has completed his/her review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

Section 9 Testing Program Costs:

The City of Fairbanks shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

Section 10 Rehabilitation Program:

Any employee who tests positive for illegal drugs shall be medically evaluated, counseled and treated for rehabilitation as recommended by E.A.P. counselor. Employees who complete a rehabilitation program will be re-tested randomly once every quarter for the following 12 months. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a program on their own initiative shall not be subject to re-testing. The treatment and rehabilitation shall be paid for by the employee's insurance program. Any costs over and above the insurance coverage shall be paid for by the City of Fairbanks for initial treatment and rehabilitation. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program. If an employee tests positive during the 12-month period they shall be subject to disciplinary action as per the Department Rules and Regulations, the employee will be re-evaluated by an E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment. If an employee tests positive during this subsequent 12-month period which in effect will be the employee's third chance for rehabilitation, the employee will be subject to discipline as per the Department Rules and Regulations.

Section 11 Duty assignment after treatment:

Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and 2 years have passed since the employee entered the program,

the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.

Section 12 Right of appeal:

The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this Agreement is grievable.

Section 13 Union held Harmless:

This drug and alcohol testing program was initiated at the request of the city of Fairbanks. The City of Fairbanks assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this Collective Bargaining Agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

Section 14 Changes in Testing Procedures:

The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in the grievance procedure of this Contract.

Section 15 Conflict with Other Laws:

This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or Local statutes.

Consent and Release Form for Drug/Alcohol Test Program:

I acknowledge that I have received a copy of, have been duly informed, and understand the Fire Department’s drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the Fire Department’s Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Employer.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the Fire Department being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to the Fire Department Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete a rehabilitation program successfully, or again test positive for drugs/alcohol within 1 years of completing an appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the Fire Department.

Printed or typed name of employee

Signature of employee

Date

ORDINANCE NO. 6083

**AN ORDINANCE AUTHORIZING THE LEASE OF SPACE
IN CITY HALL TO FAST PLANNING, INC.**

WHEREAS, the City owns and maintains City Hall, located at 800 Cushman Street, also known as Block 104A, Fairbanks Townsite; and

WHEREAS, the City is a signatory to the Fairbanks Metropolitan Area Transportation System Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation and Air Quality Planning, along with the City of North Pole, the Fairbanks North Star Borough, and the State of Alaska; and

WHEREAS, the City has provided office space to the FMATS Coordinator's Office since 2007 under the Memorandum of Understanding for the Implementation of a Fairbanks Metropolitan Area Transportation System Coordinator's Office; and

WHEREAS, on July 19, 2018, FMATS reorganized as a non-profit corporation under the laws of the State of Alaska and is now named Fairbanks Area Surface Transportation Planning, Inc. ("FAST Planning"); and

WHEREAS, FAST Planning currently occupies three rooms on the second floor of City Hall – a private office for the executive director, a shared space for the transportation planner and the administrative assistant, and a conference room next door; and

WHEREAS, the City administration understands that the FAST Planning Policy Board may be interested in a lease of those three rooms to FAST Planning and has determined that they are currently not needed for municipal purposes; and

WHEREAS, Fairbanks General Code Section 70-41 authorizes the City to lease city owned real property and Section 70-42(b) specifies that any lease be made only by authority of ordinance; and

WHEREAS, it is the finding of the City Council that authorizing the lease of space in City Hall to FAST Planning is in the best interest of the community.

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

SECTION 1. That a lease instrument substantially in the form shown in attached Exhibit A is hereby authorized by Council for the purposes stated above, providing for a five-year lease term.

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

SECTION 3. That the effective date of this ordinance shall be the ____ day of September 2018.

JIM MATHERLY, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. DANYIELLE SNIDER, CMC, City Clerk

PAUL EWERS, City Attorney

EXHIBIT 'A' TO ORDINANCE NO. 6083
REAL ESTATE LEASE

THIS LEASE executed and effective this _____ day of _____ 2018, between THE CITY OF FAIRBANKS, a municipal corporation of the State of Alaska, with an address of 800 Cushman Street, Fairbanks, Alaska, 99701, hereinafter called Lessor, and FAST PLANNING, INC., an Alaska nonprofit corporation, with an address of 800 Cushman Street, Fairbanks, Alaska, 99701, hereinafter called Lessee;

WITNESSETH:

WHEREAS, the City of Fairbanks, by Ordinance No. 6083, authorized execution of this lease of City owned property identified below.

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

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

1.1 Premises. A portion of 800 Cushman Street, Fairbanks, Alaska, located within Block 104, Fairbanks Townsite, known as "City Hall," containing 1,122 square feet, comprised of the following identified building areas:

1.2 Three Rooms on the Second Floor, South. Comprising a private office for the executive director, a shared space for the transportation planner and the administrative assistant, and a conference room next door.

1.3 Common Areas. Lessee shall have access to such ancillary areas as restrooms, break rooms, elevators, and hallways.

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

2.1 Unreserved Parking. Lessee shall have incidental use of available "Permit Required" spaces in the parking lot east of City Hall and the City of Fairbanks Police Station, which is accessible from both Cushman Street and 10th Avenue.

3. Term. The term of this Lease is five (5) years, commencing on October 1, 2018, and ending at midnight on September 30, 2023.

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

5. Rent. As compensation for use of the premises during the life of this lease and any extensions thereof, Lessee shall pay monthly rent in the amount of \$1,450.00.

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

7. Permitted Uses. Lessee shall use the premises for the nonprofit business of surface transportation planning for the Fairbanks metropolitan area.

7.1 Third Party Use. Lessee agrees to notify Lessor of any agreements made to allow agencies, groups, or organizations to utilize the premises. Lessor shall have the right to reject or restrict such agreements.

8. Prohibited Uses. Lessee shall not use or permit the use of the premises or any part thereof in violation of any applicable law, ordinance, or regulation.

9. Payment of Expenses Relating to the Premises.

9.1 Utilities. Lessor shall be responsible for the payment of all utilities.

9.2 Maintenance. Lessor shall perform all routine interior maintenance associated with the leased premises. Lessor maintains the roof and exterior walls of City Hall, including mechanical and electrical systems beyond the leased premises, and performs exterior maintenance and snow removal. Lessor maintains the sidewalk and grounds adjoining City Hall. Lessee shall notify Lessor of hazards or safety concerns in a timely manner.

9.3 Janitorial and Garbage Collection. Lessor shall provide janitorial and garbage service within the leased premises.

9.4 Taxes. Lessor is a municipality of the State of Alaska and therefore is exempt from property taxes. Should taxes be levied against City Hall at such time as the record owner of the property is a taxable entity, such owner shall be responsible for payment of taxes.

10. Exculpation and Indemnity.

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

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

10.3 Insurance. Lessee, at Lessee's sole expense, shall maintain general liability insurance including bodily injury and property damage insuring Lessee and its authorized representatives against claims arising out of and in connection with Lessee's use or occupancy of the premises. Minimum coverages shall be as follows:

\$1,000,000	each occurrence
\$1,000,000	personal and advertising injury
\$2,000,000	general aggregate
\$2,000,000	products and completed operations aggregate
\$1,000,000	damage to premises
\$ 5,000	medical expense

All policies shall insure performance by Lessee of the indemnity provisions called for in this Lease. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as an additional insured. The certificate shall provide for a 30 day written notice to Lessor in the event of cancellation or change of coverage.

10.4 Workers' Compensation. Lessee shall maintain at all times workers' compensation and employer's liability insurance and provide a Certificate of Insurance reflecting the minimum limits:

Workers' Compensation	statutory limit
Employer's Liability	\$100,000 bodily injury for each accident
	\$100,000 bodily injury by disease for each employee
	\$500,000 bodily injury disease aggregate

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

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

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

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

15. Destruction. If during the Lease term, the premises are totally or partially destroyed from any cause not the fault of the Lessee, rendering the premises totally or partially inaccessible or unusable, Lessee, at its election, may either terminate this Lease or restore the premises. Lessor shall have no duty to repair or restore the premises. If Lessee elects to restore the premises, Lessee will have 120 days in which to complete the repairs, during which time rent will be abated or prorated. If Lessee elects not to repair the premises, this agreement will terminate.

16. Right of Entry. Lessor, its agents and authorized employees, shall have the right to enter the leased premises to examine it during Lessee's business hours and to make such repairs as Lessor may deem necessary or desirable. All such entry shall be preceded by 24 hours advance notice to Lessee, except that immediate entry shall be allowed in event of emergency, as determined by the City Engineer.

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

18. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, addressed to the other party at the address

set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change of address.

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

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

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

22. Captions. The captions of this Lease shall have no interpretive effect.

23. Singular and Plural. When required by the context of this Lease, the singular shall include the plural.

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

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

LESSEE:
FAST Planning, Inc.

LESSOR:
City of Fairbanks

By:
Title: Executive Director

By: James Matherly
Title: Mayor

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC
City Clerk

Paul Ewers
City Attorney

(City seal)

ACKNOWLEDGMENT

THIS IS TO CERTIFY that on this _____ day of _____ 2018, the undersigned, a Notary Public for the State of Alaska, duly commissioned and sworn as such, personally appeared JAMES MATHERLY, and D. DANYIELLE SNIDER, and that they acknowledged before me that they executed the same for and on behalf of The City of Fairbanks and under the authority of said municipal corporation so granted by the City Council, as their free and voluntary act and deed of said corporation.

IN WITNESS, I have set my hand and affixed my official seal on this _____ day of _____ 2018.

Notary Public
My Commission Expires:_____

ACKNOWLEDGMENT

THIS IS TO CERTIFY that on this _____ day of _____ 2018, the undersigned, a Notary Public for the State of Alaska, duly commissioned and sworn as such, personally appeared _____, of FAST Planning, Inc., to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that she/ he signed the same freely and voluntarily for the uses and purposes therein mentioned, having authority to do so.

IN WITNESS, I have set my hand and affixed my official seal on this _____ day of _____ 2018.

Notary Public
My Commission Expires:_____

City of Fairbanks



MEMORANDUM

To: City Council Members
From: Jim Matherly, City Mayor
Subject: Request for Concurrence – Fairbanks Diversity Council
Date: September 5, 2018

A handwritten signature in black ink, appearing to be "JM", is written over the signature line of the memorandum.

Seat G on the Fairbanks Diversity Council was vacated on June 13, 2018 with the resignation of Herb Butler. To fill the vacancy, I hereby request your concurrence to the appointment of the following new member:

Seat G Mr. David Rucker Term Expires: June 30, 2019

Mr. Rucker's application and resume are attached.

Thank you.

dds/

Profile

David

First Name

Rucker

Last Name

Email Address

Street Address

Suite or Apt

Fairbanks

City

AK

State

Postal Code

Mailing Address

Are you a City of Fairbanks resident? *

Yes

Business:

Primary Phone

Mobile:

Alternate Phone

Fairbanks North Star Borough
School District

Employer

Employment & Education
Opportunities Officer (EEO
Officer)

Job Title

Which Boards would you like to apply for?

Fairbanks Diversity Council: Submitted

Interests and Experiences

Please tell us how your diversity will benefit and contribute to the mission and purpose of the Fairbanks Diversity Council. You may list any group, club, organization, etc. that you are formally affiliated with.

I am the new Employment and Education Opportunity Officer (EEO Officer) for the Fairbanks North Star Borough School District. As such, I am tasked with ensuring equality and equity for thousands of people living within the city and surrounding area. Even though I have just begun my work in my newly adopted hometown, I come with a vast breathe of knowledge of diversity and civil rights from my past endeavors. I have been assigned to work help lead the FNSBSD Diversity Counsel and to create a new training initiative related to inclusion and diversity for the entire school district. I grew up in Washington DC as the son of Federal civil servant. My family spent many years living in a number of countries in the Far East. As a result I grew up with a love of the Asian culture. I went on to college in small town in on the edge of the Appalachian Mountains in Virginia. When I joined the Federal government as a civil servant I served various locations from Washington, DC, New Mexico, Minnesota, and Arizona. I spent over 21 years of my 31 year Federal career working for the United States Equal Employment Opportunity Commission (EEOC) as an Equal Employment Investigator and Supervisory Investigator for over 21 years.

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

I may be new to Fairbanks, but I have embraced it as my home. I have lived in a number of places from Washington DC to Phoenix, AZ to Detroit, MI. While in all these cities I have tried to immerse myself in the differing sub cultures that make each of these locations unique. Learning about the diverse populations and engage in open interaction and discourse with everyone is a treasure. I hope to continue learning and participation in all the variance that Fairbanks has to offer. I feel that a people of all walks of live are obligated to do what they can to assist others in any way they can. I have lived and breathed equality and equity my entire life. My chosen career of working within the civil rights arena, has given me unique understanding of discrimination and inclusion issues that people deal with on a daily basis. My work has allowed me to see civil rights not only from a legal side but on a personal side and negative effects discrimination has no individuals and how it can truly limit their outlook on life. On a personal level, like Fairbanks, I come a family that itself is a can be seen as a mosaic of cultures. We consist of people with physical/emotional disabilities, Hetero/LGBTQ, Hispanics/Asians/Caucasian, Veterans, former inmates, and people with very 'traditional values.' All are embraced and active in the greater family with regular family gatherings. All are welcome and embraced. My family is not unique and this is why I feel that we all need to help each other understand and embrace each other's value and create a truly wondrous Fairbanks. Finally, as the FNSBSD's EEO Officer I hope to be able to be conduit between the city and school district. I believe that efforts taken together will enhance and aid each organization to meet the needs the people of this entire region.

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

See resume

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

I received a Bachelor's of Science, with a dual major: Criminal Justice and Sociology. I also have a Master's degree in Public Administration from Arizona State University. Finally, I hold the title of Certified Professional with the Society of Human Resource Managers. During my career with the EEOC I have been immersed in civil rights issues. I have not only been trained in dealing with discrimination as an investigator, but also trained as a Supervisory Investigator in working with a diverse workforce and various stakeholder groups. Over the years I have developed relationships with various minority group advocates and leaders. I have also served as a trainer for the EEOC for both in-house trainings on discrimination and diversity but also provided training to various employers, unions, professional organizations, and stakeholder groups how to move towards equal employment and diversity. I volunteered to work at numerous community events sponsored by various local minority and advocacy groups (Arabic, LGBTQ, Native American, Disability, etc.) to reach out and talk about diversity and civil rights issues.

David B. Rucker

Experience

EMPLOYMENT & EDUCATION OPPORTUNITIES OFFICER (EEO OFFICER) | FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT | JULY 2018 – PRESENT

- Responsible for administration and oversight of all equal employment, educational opportunities, and civil rights compliance as defined by district rules, regulations, and applicable state and Federal laws.
- Oversee and coordinates compliance with Title IX, Section 504, ADAAA and all other anti-discrimination laws. As such designated as the Title IX coordinator.
- Develop, implements and monitors programs that promote diversity and establish partnerships with various community stakeholders.
- Develops and carries out district's affirmative action plan and implements all strategies related to the plan.
- Creates trainings and initiatives to ensure an inclusive environment within the district.

FEDERAL INVESTIGATOR | U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION | JUNE 1997 – AUGUST 2017

- Conduct investigations, with little or no direct supervision, enforcing the Federal anti-discrimination laws (Title VII, ADA, ADEA, EPA, GINA) in the workplace throughout Arizona and Utah. Active case load normally ranges at 80 to 120 cases. Interview charging parties, class members, witnesses, management officials, and accused discriminating officials. Analyze documentary evidence on cases that ranged from individual harmed parties to large nationwide systemic investigations. Complete detailed reports explaining the findings of my investigations and make recommendations to the District Director about potential violations of the law.
- Twelve years as a Supervisor Investigator managing up to 11 investigators with up to 900 cases under active investigation. Provided guidance, training, and was delegated signature authority to discontinue investigations as I deemed appropriate.
- Conducted numerous in-house trainings on the law, Commission guidance, and investigative techniques. Compiled an updated Compliance Manual used to assist in the training of new investigators. Further, provided technical assistance and outreach to various stakeholder groups and businesses, ranging from staffing information booths to specific fee based trainings to educate people of their rights and responsibilities under the law.

FEDERAL INVESTIGATOR | U.S. OFFICE OF PERSONNEL MANAGEMENT | 1988 TO JUNE 1997

- Performed federal background investigations in Hyattsville, MD and Los Alamos, NM.
- Assigned to details in Colorado, rural New Mexico, and the boarder of Arizona.
- Conducted record searches at various sites, including: personnel files, security files, court records, college transcripts, medical records, financial records, rental records, police, and court records.
- Conducted interviews of subjects, neighbors, references, work associates, and other knowledgeable sources.
- Investigations involved suitability for federal service, security risk assessments, debarment, and Presidential Rank Awards.
- Selected as a key trainer of new investigator; acted as a Confidential Assistant; develop a training manual for new investigators; and a reference guide for investigators detailed to Los Alamos, NM.

Education

MASTER OF PUBLIC ADMINISTRATION | 2007 | ARIZONA STATE UNIVERSITY

BACHELORS OF ARTS | MAY 1984 | RADFORD UNIVERSITY

- Majors: Criminal Justice and Sociology
Minor: History

City of Fairbanks



MEMORANDUM

To: City Council Members
From: Jim Matherly, City Mayor
Subject: Request for Concurrence – Fairbanks Diversity Council
Date: August 30, 2018

The term of Seat L on the Fairbanks Diversity Council, most recently filled by Ms. Rita Davis, expired on June 30, 2018.

Ms. Davis would like to continue serving on the Diversity Council. I hereby request your concurrence to the following **reappointment**:

Seat L: Ms. Rita Davis Term to Expire: June 30, 2021

Ms. Davis' application and resume are attached.


Thank you.

dds/




FAIRBANKS DIVERSITY COUNCIL


BOARD DETAILS




OVERVIEW



SIZE 18 Seats



TERM LENGTH 3 Years



TERM LIMIT N/A

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

The Fairbanks Diversity Council has adopted the following Mission Statement:

The City of Fairbanks recognizes that our community is a diverse one, with a wide variety of ethnic backgrounds, cultures, beliefs and orientations and recognizes this diversity as an asset and resource for our community. The establishment of a Fairbanks Diversity Council can provide the City Council and Fairbanks North Star Borough Assembly with advice and recommendations to promote equal opportunity for all members of the public.



DETAILS

BOARD/COMMISSION CHARACTERISTICS

The FDC will consist of 15 voting members, 12 of which will be appointed by the City Mayor and subject to approval by the City Council. All members must be members of the Fairbanks community. Three of the voting members will be appointed by the Fairbanks North Star Borough (FNSB) Mayor, subject to confirmation by the Borough Assembly. All appointments of the public members shall be for three-year terms, without compensation. The City Mayor shall serve as non-voting Chairperson. A First Vice-Chairperson and a Second Vice-Chairperson shall initially be appointed by the City Mayor from the membership, subject to the approval of the FDC. Following initial appointments, Vice-Chairpersons will serve one year in each position progressively: Second Vice-Chairperson, First Vice-Chairperson, then Past Vice-Chairperson. A new Second Vice-Chairperson will be appointed by the City Mayor every July, with approval of the membership. Upon approval of the appointment, the progression of Vice-Chairpersons will take place. If a Vice-Chairperson vacates their position before the progression is complete, the City Mayor will appoint a replacement, subject to the approval of the membership. The FDC may organize committees and adopt administrative rules and procedures to accomplish its purposes.

MEETINGS

A quorum shall be necessary to conduct a meeting. A quorum shall consist of eight public voting members of the FDC. The business of the FDC shall be transacted by a majority vote of voting members present after a quorum is established. All meetings shall be held, and notices and agendas shall be posted, in compliance with the Alaska Open Meetings Act. Meetings are held on the second Tuesday of each month at 5:30 p.m. in the City Council Chambers at City Hall. Minutes of FDC proceedings shall be kept and filed in accordance with applicable laws dealing with public records. In all matters of parliamentary procedure not covered by rules and procedures adopted under Ordinance No. 5939, the current version of Robert's Rules of Order will govern. The FDC shall keep permanent records or minutes of all meetings. The minutes shall promptly be filed in the office of the City Clerk and shall be open to public inspection. The

City Clerk shall supply the FDC with administrative support.

[Meeting Minutes](#)

[Approved Resolutions](#)

ENACTING LEGISLATION

FGC 2-231 through 2-235

**ENACTING LEGISLATION
WEBSITE**

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

JOINT COMMISSION DETAILS

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

**EMAIL THE COMMISSION
MEMBERS**

diversitycouncil@fairbanks.us

Profile

Rita
First Name

Davis
Last Name

Email Address

Street Address

Suite or Apt

Fairbanks
City

AK
State

Postal Code

Mailing Address

Are you a City of Fairbanks resident? *

Yes

Mobile:
Primary Phone

Home:
Alternate Phone

Employer

Job Title

Which Boards would you like to apply for?

Fairbanks Diversity Council: Appointed

Interests and Experiences

Question applies to Fairbanks Diversity Council

Please tell us how your diversity will benefit and contribute to the mission and purpose of the Fairbanks Diversity Council. You may list any group, club, organization, etc. that you are formally affiliated with.

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

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

Upload a Resume

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

Certified Nursing Assistant (CNA)

Rita J. Davis, CNA

PROFILE

Ms. Davis is a visionary Customer Service and Clerical Professional. She has over 25 years of customer service and clerical experience. Leadership and communication are core traits she possesses due to her experience in a variety of fields. She demonstrates expertise in streamlining processes and automating paper based systems. She has completed her Certified Nursing Assistant certification.

Ms. Davis' career objective is to utilize her knowledge of physical, technical and administrative controls to help assist organizations in improving customer relations as well as providing technical expertise in clerical duties. She plans to increase her knowledge and skills as a **customer service and clerical professional** as her career progresses.

SKILLS, KNOWLEDGE, ABILITIES

Certified Nursing Assistant	Housekeeping Management
Customer Service Relations	Clerical Assistant
Customer Sales Representative	Professional Typist
NAACP Volunteer	Employee Relations

PROFESSIONAL EXPERIENCE

Jan 2012

Bookkeeper – Cookie Jar Restaurant, Fairbanks, AK

- Maintained records of financial transactions by establishing accounts; posting transactions
- Developed systems to account for financial transactions by establishing a chart of accounts; defining bookkeeping policies and procedures
- Complied with federal, state, and local legal requirements by studying requirements; enforcing adherence to requirements; filing reports; advising management on needed actions
- Demonstrated trustworthiness, responsibility, and a high level of integrity with the accounting of the business by paying attention to detail and safekeeping the confidentiality of records.
- Developed Standards, Analyzed Information , Dealt with Complexity, Reporting Research Results, Data Entry Skills, Accounting, SFAS Rules, and Thoroughness

Jan 2010

Census Taker – Commerce Department, Washington D.C..

- Volunteered personal time on weekends and evenings to ensure the success of the census.
- Located households. conducted personal interviews with residents, and recorded responses on paper forms.
- Active member within the community and aided in helping the community to complete their census questionnaire.

Jan 2009 – Jan 2010

Customer Sales Representative – Gotts Chalk, Fairbanks, AK

- Displayed strong interpersonal skills, a friendly attitude, and problem solving abilities. Possessed the ability to work with a team and effectively communicate with customers and team members alike.
- Assisted and interacted with customers to create a positive shopping experience. Key duties consisted of answering questions, offering product knowledge, locating and retrieving products, and maintaining a clean shopping environment. Additional duties included answering phones, completing customer transactions, and processing returns.

Jan 2004 – Jan 2006

Head Housekeeper – Doyon Tourism, Denali Park, AK

- Self motivated, adaptable, and an excellent team motivator and team builder effective at cost control, keeping wages, uniforms and laundry within budget. Provided leadership to subordinates and conducts ongoing training; served as shift leader of a facility. Directed and supervised training programs to ensure efficiency, successful implementation of changes, and career growth for subordinate
- Supervise, train and work alongside staff to ensure all hotel rooms are sparklingly clean and in tip-top condition. Utilizing expert knowledge with the general manager and heads of department by participating in regular meetings and consulting with architects, interior designers, and other specialists for renovations.

Jan 2000 – Jan 2001

Sales Associate – Fred Meyers, Fairbanks, AK

- Assisted supervisors to identify and resolve issues in the store. Processed shipments and ensured all merchandise is represented on the floor. Built and maintained internal and external customer satisfaction. Proactively acknowledged, greeted and assisted customers in the store.
- Offered customers with exemplary and timely service. Provided accurate product information. Served multiple customers, discovered their needs, and made recommendations to generate sales. Managed the register in accordance with POS guidelines by handling cash, checks, and credit card transactions responsibly.

Jan 1987-1992

Housekeeper – Captain Bartlett Inn, Fairbanks, AK

- Knowledgeable of operating basic cleaning devices including vacuum cleaners and washing machines. Maintained physical fitness by staying active by being able to bend, carry loads, and stand for long periods of time.
- Strong communication skills, hospitality and courtesy etiquette. Possessed the ability to multitask and prioritize chores while maintaining knowledge of routine housekeeping chores.

Jan 1986 – Jan 1987

Clerical Associate – Cypree Construction Fairbanks, AK

- Demonstrated the ability to type a variety of materials from marginal notes, rough draft or verbal instructions; compiled information from various sources; reviewed documents for accuracy, completeness and conformance to established procedures. Compiled and tabulated financial or statistical data; served as a receptionist; formulated and maintained files by classifying information and kept a variety of records.
- Operated standard office equipment including personal computers which utilized various software; communicated on the telephone and two-way radio; arranged meetings; good knowledge of modern office procedures and equipment; principles of business communication, including the use of good English, spelling and punctuation. Interpreted rules, regulations and followed instructions; communicated clearly and concisely, orally and in writing; worked cooperatively with others, dealt courteously and effectively with the public.

Jan 1985 – Jan 1986

Clerk Typist – Department of Corrections for the State of Alaska, Fairbanks, AK

- Perform routine clerical, secretarial and administrative work in answering telephones, receiving the public, providing customer assistance, data processing, and record keeping. Develop and maintain office forms and procedures, and assist with administrative tasks.
- Received the public and answered questions, in person and by telephone; responded to inquiries from employees, citizens, and others, and referred, when necessary, to appropriate person, official, or department.

CORE ACCOMPLISHMENTS

Certified Nursing Assistant – Fairbanks Memorial Hospital, Fairbanks, AK 2000-2002

- Multi-tasking, Medical Teamwork, Bedside Manner, Infection Control, Nursing Skills, Health Promotion and Maintenance, Creating a Safe, Effective Environment, Informing Others, Judgment, Pain Management, Acute/Critical Care

NAACP Volunteer Juneteenth Celebration, Fairbanks, AK

- An active volunteer who utilizes their personal time to commemorate African-American freedom and emphasis on education and achievements. A true citizen who serves the community and sets the example for other citizens.

NAACP Volunteer Black History Month Judge , Fairbanks, AK

- Volunteered to be a judge in the events that support Black History Month. This annual celebration remembers important people who played a vital role in African-American equality. A positive role model who understands the importance of history.

EDUCATION

Pursuing Bachelors in Business Administration with University of Alaska Fairbanks, Alaska

City of Fairbanks



MEMORANDUM

To: City Council Members
From: Jim Matherly, City Mayor
Subj: Request for Concurrence – Clay Street Cemetery Commission
Date: August 24, 2018

A handwritten signature in black ink, appearing to be "J. Matherly".

The term of Seat B on the Clay Street Cemetery Commission currently filled by Mr. Michael Gibson will expire on August 31, 2018.

Mr. Gibson wishes to continue serving on the Commission. I hereby request your concurrence to the following **re-appointment**:

Mr. Michael Gibson Seat B Term to Expire: August 31, 2021

Mr. Gibson's application is attached.

Thank you.

dds/

Profile

Michael

First Name

Gibson

Last Name

Email Address

Street Address

Suite or Apt

North Pole

City

AK

State

Postal Code

Mailing Address

Are you a City of Fairbanks resident? *

No

Home:

Primary Phone

Home:

Alternate Phone

retired

Employer

Job Title

Which Boards would you like to apply for?

Clay Street Cemetery Commission: Submitted

Interests and Experiences

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

I am applying for a second term on the Clay Street Cemetery Commission. None of my information has changed since my previous application, except I now can include two years of experience serving on the commission.

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

Same as previous application, but two years older (and wiser I hope).

Upload a Resume

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

Same as previous application.

City of Fairbanks
Permanent Fund Review Board
(Quarterly Meeting Minutes)
July 24, 2018

The Permanent Fund Review Board (PFRB) convened at 1:30 P.M. in the Chief Financial Officer's office to conduct a quarterly meeting with the following board members in attendance.

Board Members Present: Council Member Valerie Therrien
Patty Mongold
Dave Owen
Bernard Gatewood

Also Present: Carmen Randle, Chief Financial Officer
Brandy Nicoli, Chief Investment Officer-APCM
Blake Phillips, Director of Institutional Sales-APCM

Dave motioned and Bernard seconded to approve the April 25, 2018 minutes with the attachment of the "APCM VIEWS" document.. The PFRB unanimously agreed.

Carmen reviewed the account's performance through June 30, 2018:

- \$131,311,433 - Balance including accrued income
- \$ 1,522,463 - Dividend and interest earnings
- \$ 1,471,365 - Realized gain
- \$ (2,487,913) - Unrealized loss
- \$ 52,285 - Management and custodial fees
- \$ 452,310 - 2017 Earnings - net of expenses

Brandy reported that the balance of the fund was \$132,886,479 on July 23, 2018.

The 2018 draw is expected to be made in December 2018. The budgeted appropriations to the general and capital funds are shown below, respectively:

- 2018 \$4,815,487 and \$601,936

Reported Performance							
2nd Quarter		Year to Date		Last 12 Months		Inception to Date	
Account	Benchmark	Account	Benchmark	Account	Benchmark	Account	Benchmark
1.30%	1.85%	0.32%	0.78%	7.18%	7.51%	5.51%	5.20%
	0.13% ¹		0.13% ²		0.50% ³		
<u>1.30%</u>	<u>1.98%</u>	<u>0.32%</u>	<u>0.91%</u>	<u>7.18%</u>	<u>8.01%</u>	<u>5.51%</u>	<u>5.20%</u>

1 12.5 bps - per quarter rounded
2 50 bps hurdle -annual (YTD = 12.5 basis pts X # quarters)
3 50 bps hurdle codified in March, 2009. Inception performance begins January 31, 1998.

Brandy reported the portfolio performance resulted in a 1.3% 2nd quarter return, which was less than the 1.85% benchmark. The combined equity allocation returned 2.16% while the fixed income allocation returned -.07%. Page 9 of the quarterly *Investment Review* reports “Long-term, the global cyclical upturn in growth will be challenged by high debt levels (235% of GDP) and deteriorating demographics. Productivity growth could improve this outlook should relevant cyclical forces provide a boost.” The portfolio should “continue towards neutral as the cycle matures, be biased toward quality on corporate credit, rebalance regularly to harvest gains and control risk, and expect modest returns for the remainder of the year.” In summary, the mid-year outlook is cautiously optimistic.

There were no compliance issues to report during the quarter.

The PFRB discussed the changes to the investment policy drafted by Blake. Brandy will draft a benchmark performance measure to use for the new section 2-260(16). The PFRB suggested changing the Alternatives Overall asset classification to a 0-20% range instead of a 0-25% range and limiting the specific asset classes within the alternatives to a 0-10% range.

The PFRB set a special meeting to continue discussing the changes to the investment policy on August 22, 2018 at 1:30 pm in the City Council Chambers.

The next quarterly meeting was set for Wednesday October 17th at 2:00 pm in the Council Chambers.

The meeting adjourned at 3:30 p.m.

Minutes will be placed on the August 22, 2018 agenda for approval.



HOTEL-MOTEL DISCRETIONARY FUND COMMITTEE
MEETING MINUTES, JANUARY 10, 2018
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA



The Hotel-Motel Discretionary Fund Committee convened at 12:00 p.m. on the above date to conduct a meeting at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Council Member June Rogers (Seat F) presiding and with the following members in attendance:

Members Present: Kathryn Fitzgerald, Seat A
 Ron Woolf, Seat B
 John Kohler Jr, Seat D

Absent: John Nobles, Seat C
 Vacant, Seat E

Also Present: Michelle Gutierrez, Deputy Clerk I
 Margarita Bell, City Controller

APPROVAL OF MEETING MINUTES – December 5, 2017 & December 8, 2017

Mr. Kohler, seconded by **Mr. Woolf**, moved to APPROVE the Meeting Minutes of December 5, 2017 and December 8, 2017.

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

NEW BUSINESS

a) Application verbiage

Chair Rogers recommended that members review the application and send suggested changes to Ms. Bell. **Chair Rogers** stated that the Committee would have a future meeting to perform a final review of the application before approving it. She stated that she will meet with City staff to go over the application in detail, and she added that she wants to ensure that all requirements are clear to applicants.

Mr. Kohler wondered whether the discretionary grant should be for nonprofit organizations only. **Chair Rogers** stated the grant is open for anyone to apply, not just nonprofits; she stated that is how it is written in the Fairbanks General Code. **Mr. Kohler** stated that perhaps the focus of the grant awards should be more focused; **Chair Rogers** indicated that such a change would require much more time and discussion by the Committee. **Ms. Fitzgerald** commented that it takes a lot of work to become a nonprofit; she spoke briefly to how the purpose of the discretionary grant has changed since the 1980s. **Ms. Fitzgerald** stated that it would take a great deal of work to change the purpose or focus of the grant, and the City Council would have to approve changes. **Chair Rogers** stated that she would like the Committee to first work on the application; then, if it is the Committee's desire to address the purpose of the grant, she would be happy to address that.

Ms. Bell asked for input from members on the contents of the application. **Ms. Fitzgerald** expressed satisfaction with the changes that were made the prior year. **Mr. Woolf** stated that he would like to keep the current financial requirements of the application. **Chair Rogers** stated that the financial requirements have become less rigid since the Committee began accepting financial reports from QuickBooks. **Mr. Kohler** stated that he would like to maintain the requirement that applicants must show where grant funds are spent. **Ms. Fitzgerald** mentioned the importance of a fillable application form.

Ms. Bell spoke to staff support of the Committee. She asked whether staff should continue to perform an analysis of statements or whether the checklist in the application is sufficient. **Mr. Woolf** stated that he believes the checklist is adequate. **Mr. Kohler** stated that the information provided by Ms. Bell is helpful. Ms. Bell spoke to the amount of time the analysis takes; she stated that the Finance Department will discontinue the analysis unless the Committee finds it relevant and beneficial. Ms. Bell spoke in detail about what goes into application analysis. **Chair Rogers** stated that the Finance Department's analysis puts all applicants on the same playing field; others agreed.

Members discussed the Q & A portion of the presentation meeting. **Ms. Fitzgerald** asked whether the Committee may take more than two minutes to ask questions of an applicant. **Chair Rogers** replied that she does not recall a time when a member was not allowed to continue questioning; she added that it could be more formalized in the Committee rules. The Committee decided to not change the Committee rules relating to time limits on Q & A portion of the meeting.

Members discussed whether an appeal process should be implemented for rejected applicants; the group agreed that an appeal process is not necessary. **Ms. Fitzgerald** mentioned that some applicants were rejected because of missing or improper financial statements. Ms. Bell commented that sample financial statements could be included on the City's website to help applicants know what to include with their application. **Chair Rogers** spoke in support of the idea of providing sample financial statements.

b) Deciding factor of logo

Chair Rogers invited an attending member of the public, Martin Gutoski from the Friends of the Tanana Valley Railroad, to give his opinion on the various logo options. Mr. Gutoski stated that he preferred the logo with the map of Alaska and the golden heart. He provided some additional comments about the grant application and stated that overall, it is a good application. He spoke in support of nonprofits registering with the state as 501(c)(3) organizations. Mr. Gutoski mentioned that the fillable form on the City website was not able to be saved, and he asked that the issue be addressed. He stated a committee of the Pioneer Park museums is lobbying the Borough for a grant program similar to the City's.

Ms. Fitzgerald clarified that the fillable application online can be saved by doing a "save as" on the computer. She stated that she is a fan of the first option, the golden heart logo. **Mr. Woolf** stated that he prefers the third option with the Alaska map and the golden heart in the center. **Mr. Kohler** stated he prefers the first option, the golden heart logo. Members discussed

variations of the first option of the golden heart logo. The consensus was to keep the golden image, add a circle around the outside, have the top read, "Grant Recipient" and have the bottom read, "City of Fairbanks, Alaska."

Mr. Woolf, seconded by **Ms. Fitzgerald**, moved to APPROVE the golden heart logo with the Committee's recommended changes.

Chair Rogers called for objection and, hearing none, declared the MOTION CARRIED.

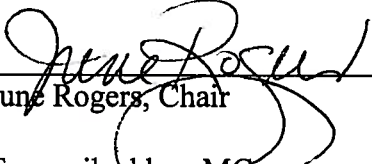
NEXT MEETING

Members discussed the best time to meet in the spring. **Chair Rogers** stated that the date could be determined at a later time but suggested that it be during the month of May. She cautioned the Committee to be mindful of the Open Meetings Act (OMA) when communicating via email, and she requested that they send messages directly to the Clerk.


ADJOURNMENT

Mr. Kohler, seconded by **Mr. Woolf**, moved to ADJOURN the meeting.

Chair Rogers called for objection and, hearing none, declared the meeting adjourned at 1:31 p.m.



June Rogers, Chair
Transcribed by: MG



Michelle Gutierrez, Deputy Clerk-I
DANI SMIDER, CITY CLERK



HOTEL-MOTEL DISCRETIONARY FUND COMMITTEE
MEETING MINUTES, MAY 23, 2018
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA



The Hotel-Motel Discretionary Fund Committee convened at 12:00 p.m. on the above date to conduct a meeting at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Council Member June Rogers (Seat F) presiding and with the following members in attendance:

Members Present: Kathryn Fitzgerald, Seat A
Ron Woolf, Seat B
John Nobles, Seat C

Absent: Vacant, Seat E
John Kohler Jr, Seat D

Also Present: Michelle Gutierrez, Deputy Clerk I
Margarita Bell, City Controller
Carrie Peterson, Grants Administrator

NEW BUSINESS

a) Application review

Chair Rogers requested all members be given a copy of the 2017 application alongside the 2018 revised application to review the differences with the updates. **Ms. Fitzgerald** was pleased with the application updates and the clarification that financial statements are required. **Chair Rogers** asked **Ms. Bell** to explain the updates in the application. **Ms. Bell** went through the changes, page by page. **Mr. Woolf** spoke in support of the revisions. **Ms. Fitzgerald** asked for clarification on what would happen if a copy of an application was missing a signature. **Ms. Bell** explained that according to the Committee's previous decision, the original application is the one that would be reviewed and that if information is missing from the original, the application would be deemed incomplete. **Mr. Nobles** commented that he thought the grant was to be awarded to an organization only one time to assist in starting a business. **Ms. Fitzgerald** clarified that applicants may apply for the grant year after year. Members discussed how to include language on the application to make applicants aware that no gifts or trinket-type items may be included. **Chair Rogers** asked members to take note in their review of 2018 applications of items that may need changed or discussed for the following year.


NEXT MEETING

The next meeting of the Hotel-Motel Discretionary Fund Committee is tentatively scheduled for November 2018.

ADJOURNMENT

Mr. Woolf, seconded by **Ms. Fitzgerald**, moved to ADJOURN the meeting.

Chair Rogers called for objection and, hearing none, declared the meeting ADJOURNED at 1:22 p.m.



June Rogers, Chair



D. Danyielle Snider, CMC, City Clerk

Transcribed by: MG



City of Fairbanks

City Mayor's Office-Risk/Purchasing

800 Cushman Street
Fairbanks, AK 99701

Phone (907) 459-6779
Fax (907) 459-6731

TO: Council Members
THROUGH: Jim Matherly, Mayor
FROM: Christina Rowlett, Risk Manager/Purchasing Agent
SUBJECT: Sole Source Purchase Notification
DATE: September 5, 2018

A large, stylized handwritten signature in black ink, followed by a small circular stamp containing the initials "CR".

This memo is in accordance with City Code Sec. 54-39(a) notification to city council of contract award through sole-source purchasing in amounts over \$25,000.

The HR department determined that there was a need to have a Human Resource Management System that was user friendly and would work in conjunction with Munis. After exploring multiple programs, it was found that NeoGov accomplished all the goals of the HR department. This expenditure was approved in the 2018 budget and after working with the options available and analyzing what was most important to the department, it was determined that implementing Neogov's Insight (applicant tracking system) and Onboard (electronic onboarding).

The cost of Insight and Onboard licenses with implementation, training and integration with Munis is \$27,099. The non-recurring fees of this contract are in the amount of \$12,000 and the annual cost of this program is \$15,099.00.



Single Source/Sole Source Justification Form

According to Sec. 54-241 of City Code, A sole-source purchase may not be made if a reasonable alternative source exists. The written determination must include findings which support the determination that only one source exists. The using department shall submit written evidence to support a sole-source determination. The purchasing agent may also require the submission of cost or pricing data in connection with an award under this section.

Complete this form for general equipment, software, and service requisitions with a value greater than \$5,000 where competition may be restricted. Completing this form does not guarantee that the proposed vendor will be selected. The Purchasing department may require additional information. **It is the buyer's responsibility to provide all the required information and documentation indicated on this form.**

PLEASE RETURN THIS COMPLETED FORM WITH ANY ADDITIONAL BACK-UP TO PURCHASING AGENT

1. VENDOR INFORMATION:

Vendor Name:	Governmentjobs.com, Inc. (NEOGOV)
Address:	300 Continental Blvd, Suite 565, El Segundo, CA 90245
Website:	www.neogov.com
Contact Name:	Paul Raspudic
Contact Phone:	310-658-5781
Contact E-mail:	praspudic@neogov.net

2. DESCRIPTION OF PRODUCTS AND/OR SERVICE:

NEOGOV is the market and technology leader in human resources software for the public sector. Our HR software automates the entire hiring, onboarding, training, and performance evaluation process.

Insight – applicant tracking system
Onboard – electronic onboarding system
Perform – performance management system
Learn – training tracking system

3. EXPLANATION FOR SINGLE/SOLE SOURCE: Select one or more of the following statements (check the box) to support why the request as noted above should be single/sole source purchase. **ANY selection requires explanation in the additional space provided.**

- Items sold through manufacturer only; no other comparable unit available.
- Used or demonstration equipment available at a lower-than-new cost.
- Must match existing piece of equipment. Available only from the same source of original equipment.

- Upgrade to existing software. Available only from the producer of this software who sells on a direct basis only.
- Repair/Maintenance service requires expertise in operations on unit. Necessary parts unavailable from any source except original equipment manufacturer or their designated servicing dealer.
- Service(s) provided by the vendor are unique and therefore competitive bids are not applicable.
- Other reason.

Explanation for single/sole source is required for ANY selected statements. Information provided might include research performed or subject matter expertise detailed to justify the use of this particular vendor and their products

Neogov is unique and is tailored to local governments and works with our existing financial system without interference with payroll and meets the goals of the requesting department.

4. ADDITIONAL INFORMATION:

Please explain why other suppliers were excluded. Attach additional sheets if necessary.

If compatibility with existing equipment is your reason for recommending the supplier, provide the following information about the existing equipment:

Description	
Manufacturer & Model No:	

If other suppliers were contacted: Note all other suppliers considered for this product or service. Include the reason why the product or service was not acceptable. Attach additional sheets if necessary.

Supplier:		Supplier:	
Contact Name:		Contact Name:	
Contact Phone No:		Contact Phone No:	

- Repair/Maintenance service requires expertise in operations on unit. Necessary parts unavailable from any source except original equipment manufacturer or their designated servicing dealer.
- Service(s) provided by the vendor are unique and therefore competitive bids are not applicable.
- Other reason.

Explanation for single/sole source is required for ANY selected statements. Information provided might include research performed or subject matter expertise detailed to justify the use of this particular vendor and their products

After extensive research, NEOGOV provides all the necessary features for the Human Resource department that doesn't include interference with Payroll (as all other services will do), and will work with Munis, and new website.

4. ADDITIONAL INFORMATION:

Please explain why other suppliers were excluded. Attach additional sheets if necessary.

If compatibility with existing equipment is your reason for recommending the supplier, provide the following information about the existing equipment:

Description	
Manufacturer & Model No:	

If other suppliers were contacted: Note all other suppliers considered for this product or service. Include the reason why the product or service was not acceptable. Attach additional sheets if necessary.

Supplier:		Supplier:	
Contact Name:		Contact Name:	
Contact Phone No:		Contact Phone No:	
Product/Service Description:		Product/Service Description:	
Exclusion Reason:		Exclusion Reason:	

5. REQUISITIONER

I certify that to the best of my knowledge I have investigated and found that the above reasons and explanations justify this request as a single/sole source purchase, and that price reasonableness is adequately confirmed. I am the individual who has gathered and provided this detailed information and any further questions regarding these details can be directed to my attention.

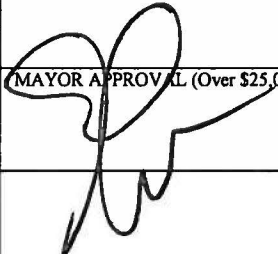
Angela Foster-Snow
Signature

8/17/18
Date

Angela Foster-Snow
Print name

Human Resources Director
Title

APPROVALS

DEPARTMENT HEAD APPROVAL: <u>Angela Foster-Snow</u>	DATE: <u>8/20/18</u>	IT ONLY - COMPATIBILITY APPROVED BY:	DATE:
PURCHASING APPROVAL: <u>Crowlett</u>	DATE: <u>8/17/18</u>	MAYOR APPROVAL (Over \$25,000) 	DATE: <u>8/17/18</u>
<input checked="" type="checkbox"/> Justification is appropriate <input type="checkbox"/> Justification appears inappropriate (Explanation attached)			

January 24, 2018

Angela Foster-Snow
City of Fairbanks (AK)

Subject: NEOGOV Sole Source Justification

Dear Angela,

This letter is in response to your request for a Sole Source procurement letter. Governmentjobs.com, Inc. (d/b/a NEOGOV), is the largest provider of Workforce Management Solutions tailored for Public Sector. We are the sole-source provider of software licenses and related services for the following NEOGOV solutions:

- Insight Enterprise
- Insight Lite
- Governmentjobs.com
- NEOGOV Perform
- NEOGOV Onboard
- NEOGOV Core HR Employee Management

These NEOGOV solutions are developed within, and supported by, our organization for services in the state and local government marketplace.

In addition, NEOGOV is the sole provider for all related solution training, system documentation, hosting services, and maintenance for all products listed herein.

Recipient City of Fairbanks (AK) understands it is solely responsible for determining the availability and compliance with sole source procurement.

Sincerely,



John Closs
NEOGOV Controller